



CITY COMMISSION
TUESDAY, APRIL 16, 2024 AT 11:00 AM
CITY COMMISSION CHAMBER

ORDER OF BUSINESS

CALL MEETING TO ORDER Mayor Danny Giefer

MEMBERS PRESENT

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

PROCLAMATIONS

Proclamation Recognizing April 28th-May 4th as National Small Business Week.

Accepted by: Casey Woods, Director of Emporia Main Street

Proclamation Recognizing April 22nd as Earth Day.

Accepted by: Marcia Lawrence, Natural Resources Advisory Board Member

Proclamation Recognizing April 26th as Arbor Day.

Accepted by: Josh Nelson, City Horticulturist

PUBLIC FORUM

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

NEW BUSINESS

1) Appoint Member to the Emporia Human Relations Commission.

Presented by: Jamie Sauder, City Commissioner, and , Becky Smith, City Commissioner

Recommended Action: Approve the appointment of Christy Grant to the Emporia Human Relations Commission.

2) Ordinance No. 24-12 Annexing Real Property and Right of Way into the City Limits of Emporia.

Presented by: Justin Givens, Administrator of Planning & Zoning

Recommended Action: Approve Ordinance No. 24-12 Annexing Real Property and Right of Way into the City Limits of Emporia.

3) Award Bid for Bald Eagle Pond Renovation.

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

Recommended Action: Award the bid for the Bald Eagle Pond Renovation to Total Habitat for the amount of \$112,515.00.

4) **Ordinance No. 24-13 Establishing the Lockwood RHID & Accepting the Development Plan.**

Presented by: Tayler Wash, Director of Special Projects

Recommended Action: Approve Ordinance No. 24-13 Establishing the Lockwood RHID and Approve the Accepting of Development Plan.

5) **Fairview Hotels L.L.C. Development Agreement.**

Presented by: Tayler Wash, Director of Special Projects

Recommended Action: Approve Fairview Hotels LLC. Development Agreement.

6) **2024 Spring Landfill Days at the Emporia/Lyon County Transfer Station.**

Presented by: Dean Grant, Public Works Director

Recommended Action: Approve 2024 Spring Landfill Days at the Emporia/Lyon County Transfer Station from April 27th to May 5th.

COMMUNICATIONS

Presented by Trey Cocking, City Manager.

1) Financials & Permits

2) March Budget

CONSENT AGENDA

Presented by Trey Cocking, City Manager.

1) Commission Meeting Minutes for April 3, 2024.

2) William Allen White Elementary Parking License Agreement with USD 253.

INFORMATIONAL ITEMS

Presented by Trey Cocking, City Manager.

1) Informational Items

GOVERNING BODY COMMENTS

Mayor Danny Giefer

Vice Mayor Erren Harter

Commissioner Susan Brinkman

Commissioner Jamie Sauder

Commissioner Becky Smith

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.

RECESS

Recess to Conference Room 1AB for Study Session

STUDY SESSION AGENDA ITEMS

1) Quaker Park Update.

- 2) Economic Development Structure Advisory Task Force Final Report.
- 3) Wastewater Industrial Pretreatment Code Changes.
- 4) City Boards & Commission Handbook.

ADJOURNMENT



PROCLAMATION

WHEREAS, America's progress has been driven by pioneers who think big, take risks and work hard; and

WHEREAS, from the storefront shops that anchor Main Street to the high-tech startups that keep America on the cutting edge, small businesses are the backbone of our economy and the cornerstones of our nation's promise; and

WHEREAS, small business owners and Main Street businesses have energy and a passion for what they do; and

WHEREAS, when we support small businesses, jobs are created, local communities preserve their unique culture; and

WHEREAS, because this country's 30 million small businesses create nearly two out of three net new jobs in our economy, we cannot resolve ourselves to create jobs and spur economic growth in America without discussing ways to support our entrepreneurs; and

WHEREAS, the President of the United States has proclaimed National Small Business Week every year since 1963 to highlight the programs and services available to entrepreneurs through the U.S. Small Business Administration and other government agencies; and

WHEREAS, The City of Emporia supports and joins in this national effort to help America's small businesses do what they do best – grow their business, create jobs, and ensure that our communities remain as vibrant tomorrow as they are today.

NOW, THEREFORE, I, Danny Giefer, Mayor of the City of Emporia do hereby proclaim April 28 – May 4th as

NATIONAL SMALL BUSINESS WEEK

On this 16th Day of April 2024

ATTEST:

Danny Giefer, Mayor

Kerry Sull, City Clerk



PROCLAMATION

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

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

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

NOW, THEREFORE, I, Danny Giefer, Mayor of the City of Emporia, Kansas, do hereby proclaim Monday, April 22, 2024, as:

“EARTH DAY”

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

On this 16th Day of April 2024

ATTEST:

Danny Giefer, Mayor

Kerry Sull, City Clerk



PROCLAMATION

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

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

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

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

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

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

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

NOW, THEREFORE, I Danny Giefer, Mayor of the City of Emporia, Kansas do hereby proclaim April 26, 2024, as

ARBOR DAY

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

On this 16th day of April 2024

ATTEST:

Danny Giefer, Mayor

Kerry Sull, City Clerk



Commission Action Report

Appoint Member(s) to the Emporia Human Relations Commission

Title: Appoint Member(s) to the Emporia Human Relations Commission

Agenda Date: April 16, 2024

Presented By: Commissioner Smith & Commissioner Sauder

Background:

The Emporia Human Relations Commission requests that the City Commission fill board openings with qualified candidates.

Discussion:

Applications were received, and interviews were conducted by Commissioners Smith and Sauder.

Interviewing Commissioners recommend the appointment of Christy Grant to fill an unexpired term ending 6/1/2024.

Recommended action:

Approve the appointment of Christy Grant to the Emporia Human Relations Commission.

Attachments:

EHRC Applications

From: noreply@civicplus.com
To: [Sue Bryson](#); [Emporia Info](#)
Subject: Online Form Submittal: Board Application Form
Date: Thursday, February 29, 2024 7:04:10 PM

Board Application Form

Select the Board,
Commission, or
Committee applying for

Emporia Human Relations Commission

Personal Information

First Name	Christy
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Last Name	Grant
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Address1	1350 Road 160
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Address2	<i>Field not completed.</i>
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City	Emporia
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State	KS
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Zip	66801
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Home Phone Number	8179441264
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Business Address	1420 C of E Drive
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Business Phone Number	620-342-1870
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Occupation	Manager
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Email Address	Christy@soskansas.com
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Residency Information

Length of Residency in Emporia	4 years
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Are you a registered voter	Yes
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Education and Hobbies

High School	Western Hills
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College	Emporia State
Trade or Business School	<i>Field not completed.</i>
Hobbies	Cross stitch and reading
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.	Radical Life Childcare worker. PTA. Booster club: Secretary, and Merchandising
Please, list areas of special interest.	employee recruitment and retention, boosting productivity
Please, enter basic resume information below.	Shelter manager Loan officer Benefits Coordinator Office Manager
Please, enter why you would like to be a member of this board or commission.	To help assist with employee recruitment and retention. Boosting productivity and teamwork.

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: Thursday, February 29, 2024 8:34:14 PM

Board Application Form

Select the Board, Commission, or Committee applying for	Community Corrections Board, Community Housing Board / Land Bank, Emporia Human Relations Commission , Emporia Public Library Board
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Personal Information

First Name	Mike
Last Name	Stubbs
Address1	7 Lakeshore drive
Address2	<i>Field not completed.</i>
City	Emporia
State	Ks
Zip	66801
Home Phone Number	6207576131
Business Address	693 Road 190
Business Phone Number	6203423676
Occupation	Clergy
Email Address	stubbsmailbox@gmail.com

Residency Information

Length of Residency in Emporia	22 years
Are you a registered voter	Yes

Education and Hobbies

High School	12
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College	1
Trade or Business School	2
Hobbies	Yardwork and home repairs
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.	Senior pastor, Victory Fellowship District board international Church of the Foursquare gospel
Please, list areas of special interest.	Helping people
Please, enter basic resume information below.	Minister overseas and locally for 40 years
Please, enter why you would like to be a member of this board or commission.	Help make my community better

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



Commission Action Report

Ordinance No. 24-12 Annexing Real Property
and Right of Way into The City Limits of Emporia

Title: Ordinance No. 24-12 Annexing Real Property and Right of Way into the City Limits of Emporia

Agenda Date: April 16, 2024

Presented By: Justin Givens, Planning & Zoning Administrator

Background:

The City has received a petition and consent from Emporia Enterprises, owners of Industrial Park IV, for annexation into the City. The City in conjunction with the Kansas Department of Transportation and Lyon County is in the process of upgrading Road F to help 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 City Commission has previously adopted a resolution requesting that the Lyon County Board of County Commissioners make certain findings regarding the annexation of Industrial Park IV, which would allow the property to be annexed into the city limits.

The Lyon County Board of County Commissioners adopted Resolution 05-24 finding that annexing the property and right of way would not hinder or prevent the proper growth or development of the area or that of any other incorporated city located in Lyon County.

Discussion:

K.S.A. 12-520c, as amended provides that once the Board of County Commissioners finds that the annexation may proceed, an ordinance shall be adopted by the City Commission annexing the property into the City Limits.

Financial considerations:

The City's only expense is the cost of publication.

Recommended action:

Approve Ordinance No. 24-12 Annexing Real Property and Right of Way into the City Limits of Emporia

Attachments:

Ordinance 24-12
Aerial Location Map
Lyon County Resolution 24-05

ORDINANCE NO. 24-12

AN ORDINANCE ANNEXING AND INCORPORATING CERTAIN LAND WITHIN THE BOUNDARIES OF THE CITY OF EMPORIA, KANSAS PURSUANT TO AND IN ACCORDANCE WITH THE PROVISIONS OF K.S.A. 12-520c.

WHEREAS, on April 14, 2023, the City of Emporia, Kansas received a petition for annexation from the owners of the property described below; and

WHEREAS, said property does not currently adjoin the boundaries of the City of Emporia, Kansas but is within Lyon County and is proximate to and within the natural growth area of the City of Emporia, Kansas; and

WHEREAS, said property abuts public right of way not incorporated into the city limits; and

WHEREAS, K.S.A. 12-520c (c) requires that the Board of County Commissioners of Lyon County, Kansas, by a 2/3 vote of the members thereof, find and determine that the annexation of such land will not hinder or prevent the proper growth and development of the area or that of any other incorporated city located within Lyon County, Kansas before the City of Emporia, Kansas may annex such land; and

WHEREAS, on March 20, 2024, the governing body of the City of Emporia, Kansas adopted Resolution Number 3729 finding it advisable, desirable, beneficial and in the interests of the public to island annex said land and requesting the Board of Lyon County Commissioners to find and determine that such annexation will not hinder or prevent the proper growth and development of the area or that of any other incorporated city located within Lyon County, Kansas pursuant to K.S.A. 12-520c; and

WHEREAS, on April 4, 2024, the Lyon County Board of County Commissioners, by a 2/3 vote of the members thereof, adopted Resolution Number 05-24 finding and determining that based upon the available evidence, the proposed annexation will not hinder or prevent the proper growth and development of the area or that of any other incorporated city located within Lyon County, Kansas, pursuant to K.S.A. 12-520c.

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

Section 1. Annexation: Pursuant to K.S.A. 12-520c, the following described land is hereby annexed and incorporated within the corporate limits of the City of Emporia, Kansas, to-wit:

LOTS 1, 2, AND 3 OF PARK IV SUBDIVISION, LYON COUNTY, KANSAS, and;

A TRACT IN THE NORTHEAST QUARTER OF SECTION 11, THE NORTHWEST QUARTER OF SECTION 12, THE SOUTHWEST QUARTER OF SECTION 1, AND THE SOUTHEAST QUARTER

OF SECTION 2, ALL IN TOWNSHIP 19 SOUTH, RANGE 10 EAST OF THE 5TH P.M., LYON COUNTY, KANSAS, AS DESCRIBED BY AARON C DAVIS, PS 1368, ON MAY 19, 2023, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 11; THENCE N.01° 07' 02"W. (BASIS OF BEARINGS) ON THE EAST LINE OF SAID NE¼ FOR 108.69 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF U.S. 50 HIGHWAY, AND THE POINT OF BEGINNING;

THENCE N.84° 04' 09"W. ON SAID NORTHERLY RIGHT OF WAY LINE FOR 45.74 FEET TO A POINT OF INTERSECTION OF THE WESTERLY RIGHT OF WAY LINE OF THE COUNTY ROAD;

THENCE N.10° 34' 39"E. ON SAID WEST RIGHT OF WAY LINE FOR 125.28 FEET, TO A POINT 20.00 FEET WEST OF THE EAST LINE OF SAID NE¼;

THENCE N.01° 07' 02"W. ON SAID WEST RIGHT OF WAY LINE, AND PARALLEL WITH THE EAST LINE OF SAID NE¼ FOR 1081.57 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 11;

THENCE S.88° 54' 53"W. ON THE SOUTH LINE OF SAID N½NE¼ FOR 20.00 FEET TO A POINT 40.00 FEET WEST OF THE EAST LINE OF SAID NORTHEAST QUARTER;

THENCE N.01° 07' 02"W. PARALLEL WITH THE EAST LINE OF SAID NE¼ FOR 1278.52 FEET TO A POINT 40.00 FEET SOUTH OF THE NORTH LINE OF SAID NE¼;

THENCE S.88° 53' 24"W. PARALLEL WITH THE NORTH LINE OF SAID NE¼ FOR 100.00 FEET;

THENCE N.01° 07' 02"W. FOR 65.00 FEET TO THE NORTH RIGHT OF WAY LINE OF THE COUNTY ROAD, SAID POINT BEING 25.00 FEET NORTH OF THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 2; THENCE N.88° 53' 24"E. ON SAID NORTH RIGHT OF LINE, AND PARALLEL WITH THE SOUTH LINE OF SAID SE¼ FOR 99.96 FEET TO A POINT 40.00 FEET WEST OF THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 2;

THENCE N.51° 59' 02"E. FOR 24.98 FEET TO A POINT 20.00 FEET WEST OF THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 2, AND 40.00 FEET NORTH OF THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 2;

THENCE N.89° 09' 52"E. FOR 40.00 FEET TO A POINT 20.00 FEET EAST OF THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 1, AND 40.00 FEET NORTH OF THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 1;

THENCE N.89° 26' 47" E. PARALLEL WITH THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 1 FOR 2620.01 FEET.

THENCE S.01°12'39"W. FOR 75 FEET TO A POINT ON THE NORTH LINE OF LOT 3 IN PARK IV SUBDIVISION.

THENCE S.89° 26' 47"W. ON THE NORTH LINE OF SAID LOT 3 FOR 2580.9 FEET TO A POINT 80 FEET EAST OF THE WEST LINE OF SAID NORTHWEST QUARTER OF SAID SECTION 12;

THENCE S.44° 09' 53"W. FOR 35.18 FEET TO A POINT ON THE WEST LINE OF SAID LOT 1, SAID POINT BEING 65.00 FEET SOUTH OF THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 12, AND ALSO BEING 40.00 FEET EAST OF THE WEST LINE

OF SAID NORTHWEST QUARTER;
THENCE S.01° 07' 02"E. ON THE WEST LINE OF SAID LOT 1 FOR 2334.26 FEET TO A
POINT BEING 40.00 FEET EAST OF THE WEST LINE OF THE NORTHWEST QUARTER OF
SAID SECTION 12;
THENCE S.08° 52' 25"E. ON THE EAST RIGHT OF WAY LINE OF THE COUNTY ROAD FOR
137.23 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF U.S. 50 HIGHWAY;
THENCE N.84° 04' 09"W. ON THE NORTHERLY RIGHT OF WAY LINE OF SAID U.S. 50
HIGHWAY FOR 58.97 FEET TO THE POINT OF BEGINNING.

Section 2. Effective Date: This Ordinance shall take effect and be in force from and after
publication in the official city newspaper.

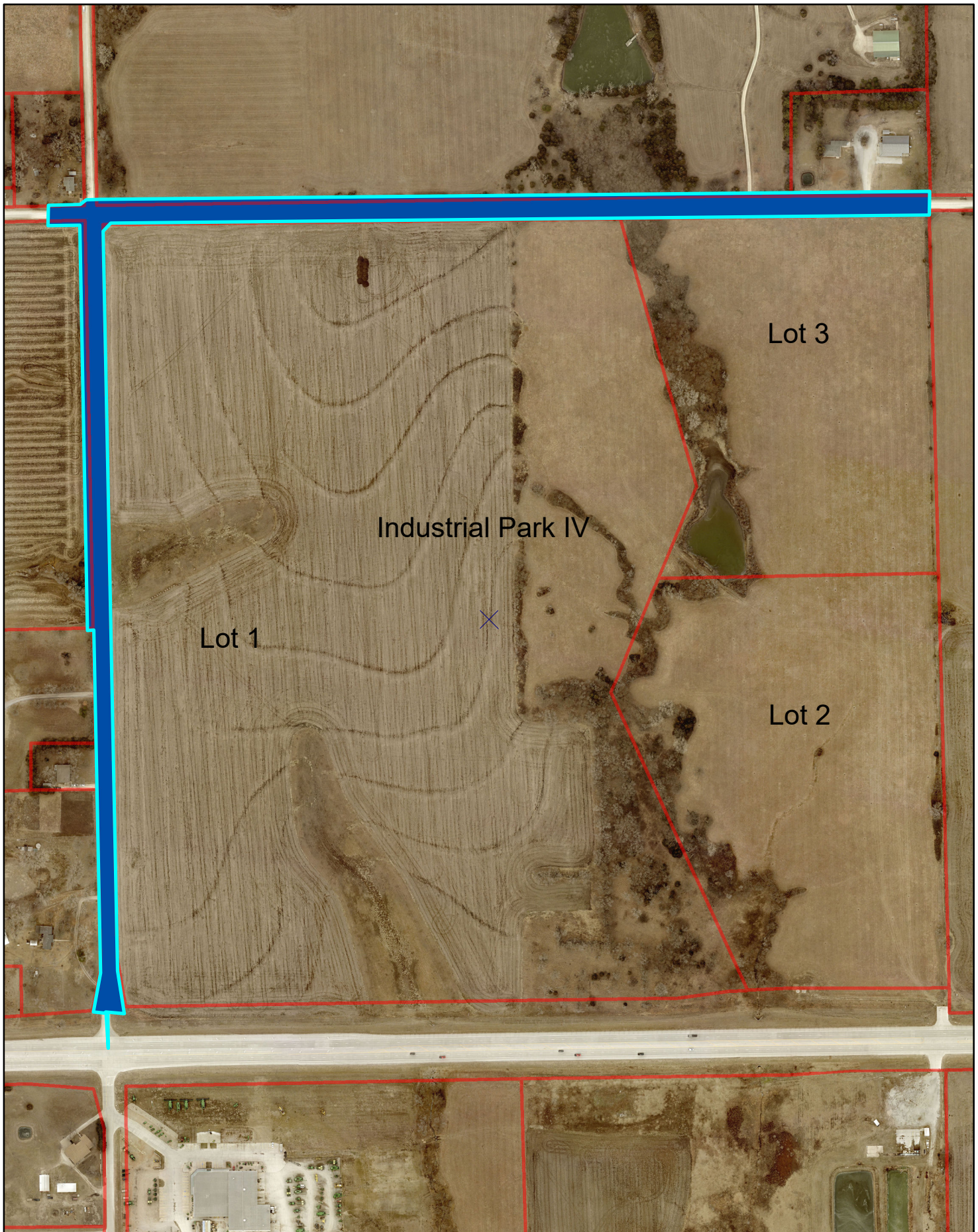
PASSED AND APPROVED BY THE CITY COMMISSION OF EMPORIA, KANSAS THIS 16th
DAY OF APRIL 2024.

Danny Giefer, Mayor

SEAL
ATTEST:

Kerry Sull, City Clerk

Industrial Park IV Annexation



Date: 3/4/2024

Lyon County Mapping & GIS
430 Commercial Rm#204
Emporia, KS 66801

Not survey accurate.
Resources are deemed
reliable, but, accuracy is
not guaranteed.

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RESOLUTION NO. 05-24

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF LYON COUNTY, KANSAS, FINDING AND DETERMINING THAT THE PROPOSED ANNEXATION BY THE CITY OF EMPORIA, KANSAS, WILL NOT HINDER OR PREVENT THE PROPER GROWTH AND DEVELOPMENT OF THE AREA OR THAT OF ANY OTHER INCORPORATED CITY LOCATED IN LYON COUNTY

BE IT RESOLVED BY THE BOARD OF THE COUNTY COMMISSIONERS OF LYON COUNTY, KANSAS:

Section 1. The Board of County Commissioners of Lyon County, Kansas, finds that a request for annexation of the following described land has been presented to it by the City of Emporia, Kansas.

LOTS 1, 2, AND 3 OF PARK IV SUBDIVISION, LYON COUNTY, KANSAS, and;

A TRACT IN THE NORTHEAST QUARTER OF SECTION 11, THE NORTHWEST QUARTER OF SECTION 12, THE SOUTHWEST QUARTER OF SECTION 1, AND THE SOUTHEAST QUARTER OF SECTION 2, ALL IN TOWNSHIP 19 SOUTH, RANGE 10 EAST OF THE 5TH P.M., LYON COUNTY, KANSAS, AS DESCRIBED BY AARON C DAVIS, PS 1368, ON MAY 19, 2023, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 11; THENCE N.01° 07' 02"W. (BASIS OF BEARINGS) ON THE EAST LINE OF SAID NE¼ FOR 108.69 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF U.S. 50 HIGHWAY, AND THE POINT OF BEGINNING;

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THENCE N.01° 07' 02"W. ON SAID WEST RIGHT OF WAY LINE, AND PARALLEL WITH THE EAST LINE OF SAID NE¼ FOR 1081.57 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 11;

THENCE S.88° 54' 53"W. ON THE SOUTH LINE OF SAID N½NE¼ FOR 20.00 FEET TO A POINT 40.00 FEET WEST OF THE EAST LINE OF SAID NORTHEAST QUARTER;

THENCE N.01° 07' 02"W. PARALLEL WITH THE EAST LINE OF SAID NE¼ FOR 1278.52 FEET TO A POINT 40.00 FEET SOUTH OF THE NORTH LINE OF SAID NE¼;

THENCE S.88° 53' 24"W. PARALLEL WITH THE NORTH LINE OF SAID NE¼ FOR 100.00 FEET;

THENCE N.01° 07' 02"W. FOR 65.00 FEET TO THE NORTH RIGHT OF WAY LINE OF THE COUNTY ROAD, SAID POINT BEING 25.00 FEET NORTH OF THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 2; THENCE N.88° 53' 24"E. ON SAID NORTH RIGHT OF LINE, AND PARALLEL WITH THE SOUTH LINE OF SAID SE¼ FOR 99.96 FEET TO A POINT 40.00 FEET WEST OF THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 2;
 THENCE N.51° 59' 02"E. FOR 24.98 FEET TO A POINT 20.00 FEET WEST OF THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 2, AND 40.00 FEET NORTH OF THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 2;
 THENCE N.89° 09' 52"E. FOR 40.00 FEET TO A POINT 20.00 FEET EAST OF THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 1, AND 40.00 FEET NORTH OF THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 1;
 THENCE N.89° 26' 47"E. PARALLEL WITH THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 1 FOR 2620.01 FEET.
 THENCE S.01°12'39"W. FOR 75 FEET TO A POINT ON THE NORTH LINE OF LOT 3 IN PARK IV SUBDIVISION.
 THENCE S.89° 26' 47"W. ON THE NORTH LINE OF SAID LOT 3 FOR 2580.9 FEET TO A POINT 80 FEET EAST OF THE WEST LINE OF SAID NORTHWEST QUARTER OF SAID SECTION 12;
 THENCE S.44° 09' 53"W. FOR 35.18 FEET TO A POINT ON THE WEST LINE OF SAID LOT 1, SAID POINT BEING 65.00 FEET SOUTH OF THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 12, AND ALSO BEING 40.00 FEET EAST OF THE WEST LINE OF SAID NORTHWEST QUARTER;
 THENCE S.01° 07' 02"E. ON THE WEST LINE OF SAID LOT 1 FOR 2334.26 FEET TO A POINT BEING 40.00 FEET EAST OF THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 12;
 THENCE S.08° 52' 25"E. ON THE EAST RIGHT OF WAY LINE OF THE COUNTY ROAD FOR 137.23 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF U.S. 50 HIGHWAY;
 THENCE N.84° 04' 09"W. ON THE NORTHERLY RIGHT OF WAY LINE OF SAID U.S. 50 HIGHWAY FOR 58.97 FEET TO THE POINT OF BEGINNING.

Section 2. The Board having determined that the annexation of the subject property will not hinder or prevent the proper growth and development of the area or that of any other incorporated city located within Lyon County, Kansas all as provided in K.S.A. 12-520(c).

Section 3. This resolution shall take effect upon passage.

ADOPTED AND APPROVED by the Board of County Commissioners of Lyon County, Kansas, this 4th day of April, 2024.



BOARD OF COUNTY COMMISSIONERS
LYON COUNTY, KANSAS

Rollie Martin

Rollie Martin, Chairman

Doug Peck

Doug Peck, Vice Chairman

Ken Duft

Ken Duft, Commissioner

ATTEST:

Tammy Vopat, Deputy
Tammy Vopat, Lyon County Clerk



Commission Action Report

Award Bid for Bald Eagle Pond Renovation

Title: Award Bid for Bald Eagle Pond Renovation

Agenda Date: April 16, 2024

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

Background

The Bald Eagle Exhibit was constructed in 2001. The Exhibit pond/waterfall plumbing, and rockwork have deteriorated over time and are leaking. The pond/waterfall and plumbing are in need of repair or total reconstruction.

We originally offered this project up for bid in January 2024 and received no responses. This is our second (2nd) attempt at finding a contractor for this project.

Discussion

Our 2nd RFP was published on March 23, 2024. A pre-bid was offered on April 3, 2024, with no one attending. Bid closing was on April 10, 2024, at 2:00 pm. The one (1) bid was submitted by email. Bid information was sent to six vendors.

1. Wildcat Landscape, Manhattan
2. Loyal Pond, Kansas City
3. Kaw Valley Postscapes, D.B.A.Total Habitat, Kansas City & Wichita
4. Pearl Water Gardens, Greenwood, Mo.
5. Nova Technologies, Wakefield, MA
6. Hong's Landscape & Nursery, Wichita

The bid from Total Habitat meets our bid specifications and came in under the budgeted amount. Due to the unique complexity of this project, we recommend that the bid be awarded to Total Habitat for the amount of \$112,515.00.

Financial Considerations

The Multi-Year Fund has \$120,000.00 allocated in the 2023 CIP and held over to 2024 for the Bald Eagle Pond Renovation project.

Recommended action:

Award the bid for the Bald Eagle Pond Renovation to Total Habitat for the amount of \$112,515.00.

Attachments

Total Habitat Bid
Gazette Publication
Pre-bid Meeting Information
Bid Opening Information

Proposal

Bald Eagle Pond Renovation

To

Lisa Keith, Executive Director
David Traylor Zoo of Emporia

We propose to renovate the Bald Eagle Pond for the sum of \$ 112,515.00 (with a contingency of \$6,000.00). In order to finance such a short project we wish to receive \$ 35,000.00 upon the arrival of the Excavator, Loader & the 40 tons of sandstone material as a mobilization fee and the balance upon completion. The work will be conducted in a 4 - 6 week time period.

Activities Include

- Mobilization
- Equipment & Material Staging
- Loosening the Exhibit Mesh for Access
- Demolition & Removal
- New Pond Excavation
- Liner Installation
- Filter & Plumbing Placement
- Rock Placement
- Fill & Test

Please see the support documents attached:

Thank you
Total Habitat Team

TOTAL HABITAT

920 N Tyler Rd. STE 304 #338
Wichita, KS 67212

Job Estimate

Version Number: 001

To: Lisa Keith, **Zoo Director**
David Traylor Zoo of Emporia / City of Emporia
75 Soden Road
Emporia, KS 66801

Project: Eagle Exhibit Water Feature Demolition & Rebuild

Activity & Material Data - (pricing includes Time & Materials)

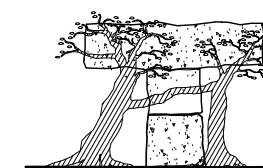
Date: 4/8/24

Item	Quan.	Description		Cost	Labor Hrs.
1.000	1	Coordination & Administration	General Conditions & Onsite Management	\$10,140.00	40.00
1.001	1	Demolition (Equipment Needed)	Netting Management, & Breaker Attachment Time	\$14,755.00	110.00
1.002	1	Material Removal	Material Management & Landfill Fees	\$7,215.00	30.00
2.000	1500 SF	FR Polyethylene Liner	60 ml FRP Liner 45' x 10' Plus 30' x 35'	\$2,437.50	6.00
2.001	1	Geo-Fabric 15' x 300'	6 OZ. Fabric Padding	\$1,189.50	5.00
2.002	2	4' x 14' Bentonite Blankets	Special Padding for Boulder Walls	\$767.00	4.00
3.000	44 T	Sandstone Slabs & Wall Stone	Pool Retaining Wall Stone	\$23,309.00	110.00
3.001	6 T	4" - 6" Rounded Cobble	Rounded Granite Cobble - Floor Armor	\$1,072.50	5.00
3.002	5 T	3/16" - 3/8" Rounded River Rock	Non-slick Friendly Floor Finish	\$877.50	4.00
3.003	3 CY	Filter Media	Expanded Shale	\$1,560.00	6.00
4.000	Allow	Misc. Electrical Hook-ups	Electrical Supply By Others	\$390.00	2.00
4.001	1	ShinMaywa Skimmer Pump (55 GPM)	Variable Speed Water Pump with Trap	\$910.00	4.00
4.002	1	ShinMaywa Waterfall Pump (175 GPM)	Variable Speed Water Pump with Trap	\$1,820.00	6.00
4.003	1	Atlantic Pump Vault	PV2300	\$1,235.00	6.00
4.004	50'	Slotted Drain Tube	BioFilter Component	\$897.00	6.00
4.005	Allow	Plumbing Mat'l & Labor Time	Jet Tubes, Tees & Whips, Fittings, Rigid Pipe,	\$2,730.00	8.00
4.006	Allow	Auto-Fill System	From Spigot - Water Supply by Others	\$676.00	4.00
4.007	1	Skimmer	Atlantic PS 7000	\$1,170.00	4.00
5.000	Allow	Bacteria	Pond Start-Up	\$234.00	1.00
6.000	1 mth	Excavation Equipment	Excavation and Boulder Placement	\$14,040.00	80.00
6.001	1 mth	Track Loader Rental	Material Handling	\$11,700.00	60.00
7.000	Allow	Equipment Fuel	Diesel	\$1,105.00	2.00
7.001	Allow	Freight, Pickup & Delivery	Misc. In Excess of Material Estimate	\$2,405.00	6.00
8.000	Allow	Misc Site Management & Clean-up	Seed & Straw + Clean-Up	\$2,860.00	16.00
9.000	Allow	Travel Housing & Expenses	Housing, Travel & Travel Expenses	\$7,020.00	12.00

Total Labor Hours 537.00

Total Cost: \$112,515.00

Project Contingency: \$ 6,000 (recommended)



TOTAL HABITAT

DESIGN & FABRICATION GROUP
11621 Kaw Dr Kansas City KS 66111
316-644-5848 C 785-856-5546 O
mick@totalhabitat.com

Emporia Zoo Eagle Exhibit Water Feature with Filter Loop & Skimmer

Drawn by:

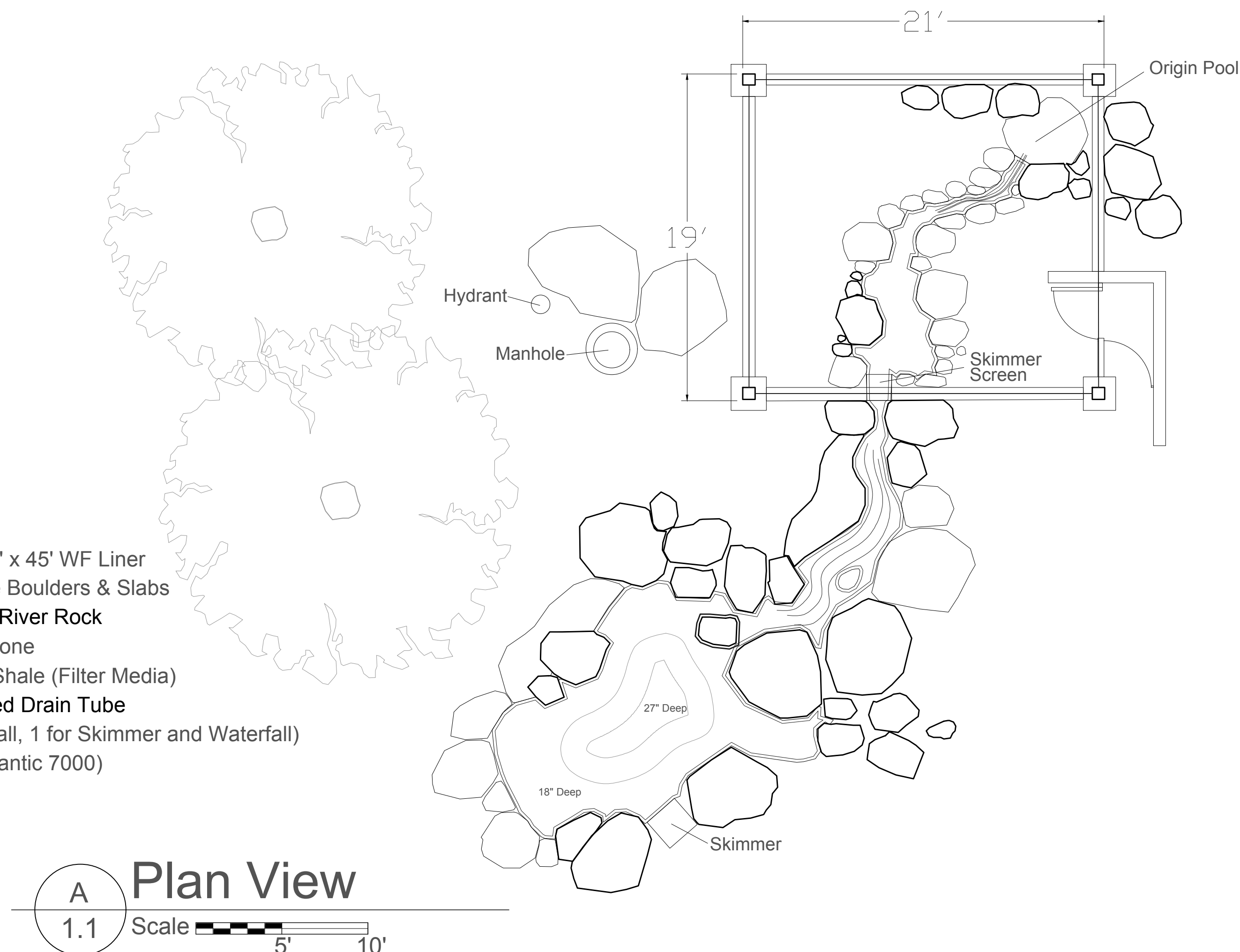
Mick 9/14/23

1.1

Concept Drawing

Pond & Filter Data

- 2,000 Gallons (about 200 SF)
- (30' x 35') BTL 40 Liner plus 10' x 45' WF Liner
- (40T) Various Sized Sandstone Boulders & Slabs
- (5T) 3/8"x 3/16" Fine Rounded River Rock
- (6T) 4" - 6" Rounded Cobble Stone
- (3 CY) 3/4" - 1 1/2" Expanded Shale (Filter Media)
- (50') 4" Black Slotted Corrugated Drain Tube
- (2) Pump, (1 for Filter & Waterfall, 1 for Skimmer and Waterfall)
- (1) High Capacity Skimmer (Atlantic 7000)



A
1.1

Plan View

Scale 5' 10'

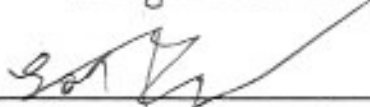
**David Traylor Zoo of Emporia
Bald Eagle Exhibit pond renovation**

Company Name: Kaw Valley Pondscoapes DBA Total Habitat

Address: 920 N. Tyler Rt. Ste 304 #338 Wichita, KS 67212

Email: Debloff.Subscriptions@gmail.com

Contact Person: Logan Debloff Date: 4/09/2024

Signature: 

Title: Owner Manager

Project Price: \$ 112,515.00 (\$ 6,000 in contingency)

Working Days: 4-6 Weeks

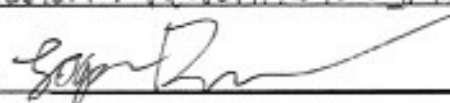
Material Warranty: 1 Year

Workmanship Warranty: 5 Years

Please include the proposed process and materials for the Bald Eagle Exhibit Pond Renovation.

labor or services in connection with this contract.

13. **Fax Bids:** Faxed sealed bids are not recommended but are acceptable under the following conditions: Faxes are to be sent to the City Manager's Office at (620) 343-4254; faxes are to be clearly marked "bid for Purchasing," and the "product" being bid on. Vendors may choose to call (620) 343-4254; faxes are to be clearly marked "bid for Purchasing," and the "product" being bid on. Vendors may choose to call (620) 343-4251 to verify the fax transmission. The City will take special care to protect the bid documents so that the integrity of the "bid" process is not violated. Remember, use of the fax in these instances could compromise the secrecy of the pricing, therefore sealed envelopes mailed or delivered are preferred.
14. **Bonds:** Bidders must consult the City of Emporia's Purchasing Manual for bond requirements.
15. **Insurance:** Bidders must consult the City of Emporia's Purchasing Manual for insurance requirements.

Company: Kaw Valley Pontscapes DBA Total Habitat
Address: 920 N Tyler Rd. Ste 304 #338 Wichita, KS 67212
Telephone Number: 785-766-9971 Date: 4/09/2024
Contact Person: Logan Detloff
Email: Detloff.Subscriptions@gmail.com
Signature: 

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:

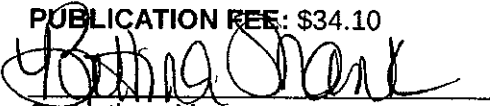
PUBLICATION DATES:

Mar. 23, 2024

Notice ID: viRPLbBbArPn5tcDQYaK

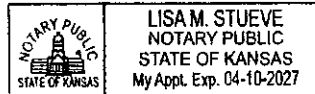
Notice Name: Bald Eagle Pond Renovation

PUBLICATION FEE: \$34.10


Operations Manager

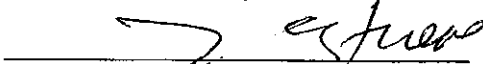
VERIFICATION

STATE OF KANSAS
COUNTY OF LYON



Signed or attested before me on this

25th day of March, A.D. 2024.


Notary Public

(First Published in the Emporia Gazette on March 23, 2024).

REQUEST FOR PROPOSAL

The City of Emporia David Traylor Zoo is requesting proposals to replace the renovate the Bald Eagle exhibit plumbing and rockwork located at 60 Soden Road. Request for Proposal can be found at <https://www.emporiaks.gov/bids.aspx>.

The exhibit was constructed in 2001. Its dimensions are 19' length x 21' width and its height ranges from 12' to 24'. The netting is 6" x6" stainless steel mesh. The substrate consists of dirt, pea gravel and horticulture appropriate for the habitat of the species.

There is a 6' diameter pond in the exhibit and a waterfall that travels through the exhibit into another pond located outside and below the exhibit.

Bids are due no later than 2:00 p.m., April 10, 2024. Envelopes containing quotations are to be marked "Eagle Pond Renovation". Quotations are to be returned to the David Traylor Zoo of Emporia, 517 Merchant, Emporia, Kansas. Proposals may also be submitted through email at lkeith@emporiaks.gov with the subject line "Proposal - Eagle Pond Renovation". Pre-bid conference will be held for bidders on April 3, 2024 at 10am. at the David Traylor Zoo. Please RSVP in advance to Lisa Keith at lkeith@emporiaks.gov.

**BALD EAGLE EXHIBIT
PRE-BID MEETING**

April 3, 2024

10 AM

ATTENDING:

Lisa Keith, Executive Director

Josh Nelson, Horticulturist

No one from outside the organization attending the pre-bid meeting.

Info sent previously to:

Total Habitat, Mick Hilleary

Wildcat Landscape, Rob Nordyke

Pearl Water Gardens, Nick Swartz

Loyal Pond, Andrew Marchael

Nova Technologies, Sandy Jenkins

Hong's Landscape & Nursery, Il Sik Hong & Jae Hong

**BALD EAGLE RENOVATION PROJECT
BID OPENING
April 10, 2024
2:00PM**

ATTENDING:

**Lisa Keith, Executive Director
Lori Heavener, Office Manager**

**Bid #1: Received April 10, 2024 @ 7:06am
Kaw Valley Pondscapes DBA Total Habitat, Wichita KS
Project Price: \$112,515.00 (\$6,000. In contingency)**

Bid #2:

Bid #3:



Commission Action Report

Ordinance 24-13 Establishing the Lockwood RHID and Accepting Development Plan

Title: Ordinance 24-13 Establishing the Lockwood RHID
and Accepting Development Plan

Agenda Date: April 16, 2024

Presented By: Tayler Wash, Director of Special Projects

Background:

The Reinvestment Housing Incentive District is a program that is designed to aid developers in building housing within communities by assisting in the financing of public infrastructure improvements. RHID captures the incremental increase in real property taxes created by a housing development project for up to 25 years. The revenue can be used for reimbursement for incurred costs or to pay debt service on bonds.

According to K.S.A. 12-5242, the City of Emporia is eligible to participate in the RHID program due to the population size and identified housing needs within the community. The property, formerly known as Woodco was approved for RHID eligibility on July 27, 2022, by the Department of Commerce. After changes in ownership, we held a public hearing for the development of the Lockwood Subdivision on October 18th, 2023, following the appropriate protocols for notification and publication. The final step in order to start the clock on this RHID is to approve and publish an ordinance establishing the RHID and outlining the details of the development plan.

Discussion:

This development will include 24 single-family lots with an average market sales price. Water and sewer will be public but paid for by the developer. Streets will be private.

Financial Considerations:

The developer is not requesting any financial assistance from the City. The City will serve as a pass-through for the funds to go to the developer as a reimbursement. The City will receive a 3% administrative fee.

Recommended Action:

Approve Ordinance No. 24-13 Establishing Lockwood RHID and Approve Accepting of Development Plan.

Attachments:

Ordinance No. 24-13
Lockwood Development Plan

ORDINANCE No. 24-13

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

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

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

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

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

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

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

WHEREAS, the Governing Body of the City has performed a Housing Needs Analysis with addendum dated 2023 (the “Analysis”), a copy of which is on file in the office of the Special Projects Director; and

WHEREAS, the Governing Body of the City has heretofore adopted Resolution No.3704` which made certain findings relating to the need for financial incentives relating to the construction of quality housing within the City, declared it advisable to establish a Reinvestment Housing Incentive District pursuant to the Act and authorized the submission of such Resolution and Housing Needs Analysis to the Kansas Department of Commerce in accordance with the provisions of the Act; and

WHEREAS, the Secretary of the Kansas Department of Commerce, pursuant to a letter dated July 7, 2022, authorized the City to proceed with the establishment of a Reinvestment Housing Incentive District pursuant to the Act (the “District”); and

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

WHEREAS, the Plan includes:

1. The legal description and map required by subsection (a) of K.S.A. 12-5245;
2. The existing assessed valuation of the real estate in the proposed District listing the land and improvement values separately;
3. A list of the names and addresses of the owners of record of all real estate parcels within the proposed District;
4. A description of the housing and public facilities project or projects that are proposed to be constructed or improved in the proposed District, and the location thereof;
5. A listing of the names, addresses and specific interests in real estate in the proposed District of the developers responsible for development of the housing and public facilities in the proposed District;
6. The contractual assurances, if any, the Governing Body has received from such developer or developers, guaranteeing the financial feasibility of specific housing tax incentive projects in the proposed District;
7. The plan sets forth the boundaries of the proposed District, provided a summary of the proposed Plan, called a public hearing concerning the establishment of the proposed District for October 18th, 2023, and provided for notice of such public hearing as provided in the Act; and

WHEREAS, the Governing Body of the City has heretofore adopted Resolution No. 3704 which made a finding that the City is considering the establishment of the proposed District and adopting the proposed Plan pursuant to the Act, set forth the boundaries of the proposed District, provides a summary of the proposed Plan, called a public hearing concerning the establishment of the proposed District for October 18th, 2023, and provided for notice of such public hearing as provided in the Act; and

WHEREAS, a public hearing was held on October 18th, 2023, after due published and delivered notice in accordance with the provisions of the Act; and

WHEREAS, upon considering the information and public comments received at the public hearing, the Governing Body of the City hereby deems it advisable to make certain findings to establish the proposed District and to adopt the proposed Plan.

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

Section 1. Findings. The Governing Body hereby finds that due notice of the public hearing conducted October 18th, 2023, was made in accordance with the provisions of the Act.

Section 2. Creation of the Reinvestment Housing Incentive District. A Rural Housing Incentive District is hereby created within the City in accordance with the provisions of the Act, which shall consist of the following described real property in the Development, in the City of Emporia, Lyon County, Kansas:

LOCKWOOD SUBDIVISION

THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER (NW1/4 NE1/4 NE1/4 NW1/4) AND A STRIP 12 RODS IN WIDTH OFF THE ENTIRE EAST SIDE OF THE NE1/4 NW1/4 NE1/4 NW1/4, ALL IN THE SECTION 17, TOWNSHIP 19 SOUTH, RANGE 11 EAST OF THE 6TH P.M., LYON COUNTY, KANSAS.

ALSO:

8 RODS OFF THE WEST SIDE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 19 SOUTH, RANGE 11 EAST OF THE 6TH P.M., LYON COUNTY, KANSAS.

EXCEPT AND SUBJECT TO: Easements & Restrictions apparent & of record.

Section 3. Approval of Development Plan. The Plan for the development or redevelopment of housing and public facilities in the District as presented to the Governing Body this date, is hereby approved.

Section 4. Adverse Effect on Other Government Units. If, within thirty (30) days following the conclusion of the public hearing on October 18, 2023, any one of the following occurs, the Governing Body shall take action to repeal this Ordinance:

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

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

Section 5. Reimbursement. The Act authorizes the City to reimburse the developer for all or a portion of the costs of implementing the Plan through the use of the property tax increments allocated to the City under the provisions of the Act.

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

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

Passed by the Governing Body of the City of Emporia, Kansas and signed by the Mayor on April 16, 2024.

Danny Giefer, Mayor

ATTEST

Kerry Sull, City Clerk

DEVELOPMENT PLAN

FOR THE

Lockwood SUBDIVISION

IN THE REINVESTMENT HOUSING INCENTIVE DISTRICT

OF THE CITY OF EMPORIA, KANSAS

April 2024

INTRODUCTION

On July 6, 2022, the governing body of the City of Emporia, Kansas (the City) adopted a resolution that found and determined that:

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

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

Following the adoption Resolution 3674, a certified copy was submitted to the Secretary of Commerce for approval of the establishment of the Reinvestment Housing Incentive District in the City, as required by K.S.A. 12-5244(c).

On July 27, 2022, the Secretary of Commerce provided written confirmation, approving, the establishment of the West 6th Reinvestment Housing Incentive District

DEVELOPMENT PLAN ADOPTION

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

DEVELOPMENT PLAN

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

1. The legal description of the West 6th Reinvestment Housing Incentive District is attached as **Exhibit A** to this document.
A map of the District is attached as **Exhibit B** to this document.
2. **The assessed valuation is \$23,092.** All values are for land only, no buildings or improvements exist. The ad valorem taxes for 2022 are \$3,678.96.
3. The name and address of the owner of record for the real estate within the District is Mid Kansas Properties, PO Box 924, Emporia, Kansas 66801-0924

4. The housing and public facilities project that are proposed to be constructed in the District include the following:

Housing Facilities

The housing facilities will be composed of 24 single-family homes.

Public Facilities

The city water and sewer utility lines will be installed and paid for by the developer. Once accepted by the City they will become city utility lines, excluding the individual service lines.

5. The names, addresses, and specific interests in the real estate in the District of the developers responsible for development of the housing and public facilities are:

Real Property Owner:	Mid Kansas Properties, LLC P.O. Box 924 Emporia, KS 66801
----------------------	---

Developer:	Mid Kansas Properties, LLC P.O. Box 924 Emporia, KS 66801
------------	---

Individuals with Specific Interest:	Brady Sauder 3704 Crossgate Circle Manhattan, KS 66503
-------------------------------------	--

T.J. Sauder
4610 Aminda
Shawnee, KS 66226

Jamie A. Sauder
2704 Twin Lakes Dr.
Emporia, KS 66801

Steve Sauder
1966 Morningside Dr.
Emporia, KS 66801

6. The contractual assurances, if any, the Governing Body has received from such developer or developers, guaranteeing the financial feasibility of specific housing tax incentive projects in the proposed District. The district is to be privately financed through ESB Financial, Emporia, Kansas.

7. Typically, the City would conduct a comprehensive analysis of the financial feasibility to determine whether the public benefits derived from the District will exceed the costs and ensure that the income from the District would be sufficient to pay for the public improvements to be undertaken in the District. However, the City will not be financing the public infrastructure for this project; therefore, a comprehensive analysis of the financial feasibility will not be necessary. The Developer will remit all of the eligible costs and receive all of the anticipated reimbursements for this project.

Exhibit A: Legal Description



ENTERED IN TRANSFER RECORD
IN MY OFFICE THIS 22ND DAY
OF MAY 2023
LYON COUNTY CLERK

STATE OF KS LYON CO
WENDY L. WEISS, REGISTER OF DEEDS
2023-01322
DATE RECORDED: 05/19/2023 09:24 AM
TX #: 4029584
REAL ESTATE FEE 17.00
TECHNOLOGY FEE 3.00
HERITAGE TRUST 1.00
PAGES: 1

CON # 3041919
WARRANTY DEED

THIS INDENTURE is made this 17th day of May, 2023, Between
6th Avenue LP

GRANTOR(S)

And

Mid-Kansas Properties, LLC

GRANTEE(S)

For good consideration Grantor(s) convey(s) and warrant(s), to the Grantees, his (their) heirs and assigns
the following described real property situated in the State of Kansas, County of Lyon :

THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST
QUARTER OF THE NORTHWEST QUARTER (NW1/4 NE1/4 NE1/4 NW1/4) AND A STRIP 12
RODS IN WIDTH OFF THE ENTIRE EAST SIDE OF THE NE1/4 NW1/4 NE1/4 NW1/4, ALL IN
THE SECTION 17, TOWNSHIP 19 SOUTH, RANGE 11 EAST OF THE 6TH P.M., LYON COUNTY,
KANSAS.

ALSO:

8 RODS OFF THE WEST SIDE OF THE NORTHEAST QUARTER OF THE NORTHWEST
QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 17,
TOWNSHIP 19 SOUTH, RANGE 11 EAST OF THE 6TH P.M., LYON COUNTY, KANSAS.

EXCEPT AND SUBJECT TO: Easements & Restrictions apparent & of record.

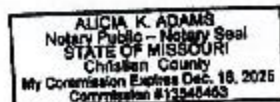
6th Avenue LP by

Dolph K. Woodman, manager for
6th Avenue GP, LLC, general partner

State of Missouri, County of Greene ss:

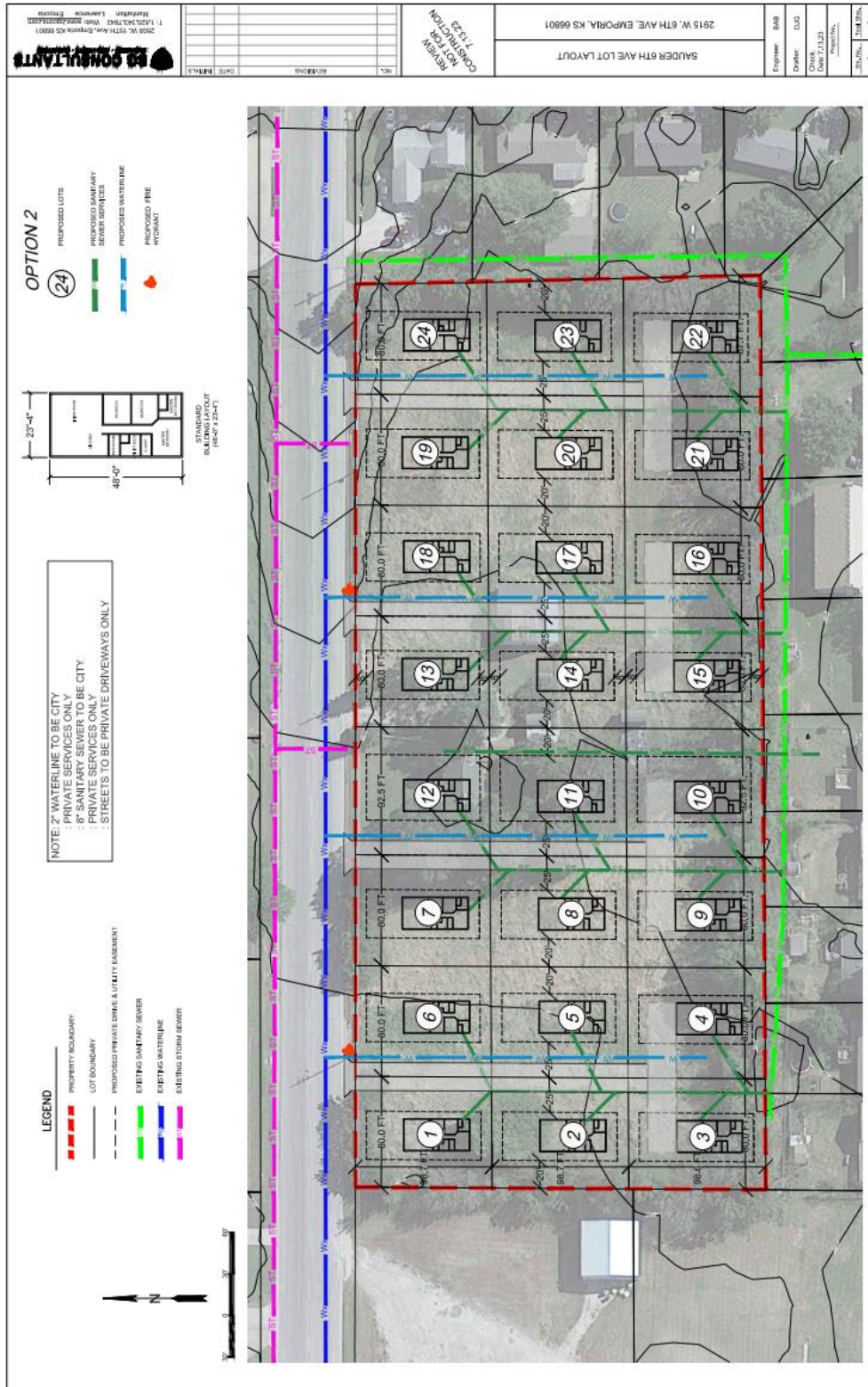
BE IT REMEMBERED, on this 17 day of May, 2023,
Before me, the undersigned, a notary public in and for the County and State aforesaid, came
6th Avenue LP by Dolph K. Woodman, manager for 6th Avenue GP, LLC, general partner
such persons being personally known to me to be the same persons who executed the within instrument of
writing and duly acknowledged the execution of the same.

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



Alicia K Adams
Notary Public - Alicia K Adams

Exhibit B: Plat/Map



RESOLUTION NO. 3704

A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF EMPORIA, KANSAS DETERMINING THAT THE CITY IS CONSIDERING ESTABLISHING A REINVESTMENT HOUSING INCENTIVE DISTRICT WITHIN THE CITY AND ADOPTING A PLAN FOR THE DEVELOPMENT OF HOUSING AND PUBLIC FACILITIES IN SUCH PROPOSED DISTRICT, ESTABLISHING THE DATE AND TIME OF A PUBLIC HEARING ON SUCH MATTER, AND PROVIDING FOR THE GIVING OF NOTICE OF SUCH PUBLIC HEARING. *(West 6th Addition)*

WHEREAS, K.S.A. 12-5241 et seq. (the "Act") authorizes any city incorporated in accordance with the laws of the state of Kansas (the "State") located in a county with a population of less than 85,000 to designate Reinvestment Housing Incentive Districts within such city; and

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

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

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

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

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

WHEREAS, the Governing Body of the City has performed a Housing Needs Analysis dated August, 2021 (the "Analysis"), a copy of which is on file in the office of the Community Development Coordinator; and

WHEREAS, the Governing Body of the City has heretofore adopted Resolution No. 3674 which made certain findings relating to the need for financial incentives relating to the construction of quality housing within the City, declared it advisable to establish a Reinvestment Housing Incentive District pursuant to the Act and authorized the submission of such Resolution and Housing Needs Analysis to the Kansas Department of Commerce in accordance with the provisions of the Act; and

WHEREAS, the Secretary of the Kansas Department of Commerce, pursuant to a letter dated, July 27, 2022 authorized the City to proceed with the establishment of a Reinvestment Housing Incentive District pursuant to the Act (the "District"); and

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

WHEREAS, the Plan includes:

1. The legal description and map required by subsection (a) of K.S.A. 12-5245.
2. The existing assessed valuation of the real estate in the proposed District listing the land and improvement values separately.
3. A list of the names and addresses of the owners of record of all real estate parcels within the proposed District.
4. A description of the housing and public facilities project or projects that are proposed to be constructed or improved in the proposed District, and the location thereof.
5. A listing of the names addresses and specific interests in real estate in the proposed District of the developers responsible for development of the housing and public facilities in the proposed District.
6. The contractual assurances, if any, the Governing Body has received from such developer or developers, guaranteeing the financial feasibility of specific housing tax incentive projects in the proposed District.
7. A comprehensive analysis of the feasibility of providing housing tax incentives in the proposed District as provided in the Act, which shows the public benefits derived from such District will exceed the costs and that the income therefore, together with all public and private sources of funding, will be sufficient to pay for the public improvements that may be undertaken in such District; and

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

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

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

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

Housing Facilities- The housing facilities will be composed of 18 single-family homes.

Public Facilities- Public improvements will include the construction of infrastructure, streets, water, sewer improvements located within the boundaries of the district, including water, sanitary sewer, and electric improvements. Infrastructure improvements will be constructed concurrently with the project.

Section 3. Public Hearing. Notice is hereby given that a public hearing will be held by the Governing Body of the City to consider the establishment of the District and adoption of the Plan on October 18, 2023 in the City Commission Meeting Room of the Civic Auditorium, 515 Mechanic St., Emporia, Kansas; the public hearing is to commence at 11:00 AM. or as soon thereafter as the Governing Body can hear the matter. At the public hearing the Governing Body will receive public comment on such matters, and may, after the conclusion of such a public hearing, consider the findings necessary for establishment of the District and adoption of the Plan, all pursuant to the Act.

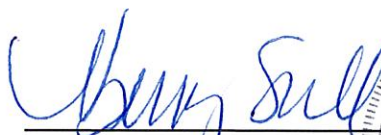
Section 4. Notice of the Public Hearing. The City Clerk is hereby authorized and directed to provide for notice of the public hearing by taking the following actions.

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

Section 5. Further Action. The Mayor, City Clerk, city officials and employees, including the City Attorney, are hereby further authorized and directed to take such other actions as may be appropriate or desirable to accomplish the purposes of this Resolution.

Section 6. Effective Date. This Resolution shall take effect after its adoption by the Governing Body.

ADOPTED by the Governing Body of the City of Emporia, Kansas, on September 6, 2023.


Kerry Sull, City Clerk




Susan Brinkman, Mayor

Exhibit A

THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER (NW1/4 NE1/4 NE1/4 NW1/4) AND A STRIP 12 RODS IN WIDTH OFF THE ENTIRE EAST SIDE OF THE NE1/4 NW1/4 NE1/4 NW1/4, ALL IN THE SECTION 17, TOWNSHIP 19 SOUTH, RANGE 11 EAST OF THE 6TH P.M., LYON COUNTY, KANSAS.

ALSO:

8 RODS OFF THE WEST SIDE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 19 SOUTH, RANGE 11 EAST OF THE 6TH P.M., LYON COUNTY, KANSAS.

EXCEPT AND SUBJECT TO: Easements & Restrictions apparent & of record.

A handwritten signature in cursive script, appearing to read "Kth & Son Inc".

Exhibit B

Location



DEVELOPMENT PLAN

FOR THE

WEST 6TH ADDITION

IN THE REINVESTMENT HOUSING INCENTIVE DISTRICT

OF THE CITY OF EMPORIA, KANSAS

August, 2023

INTRODUCTION

On July 6, 2022 the governing body of the City of Emporia, Kansas (the City) adopted a resolution that found and determined that:

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

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

Following the adoption Resolution 3674, a certified copy was submitted to the Secretary of Commerce for approval of the establishment of the Reinvestment Housing Incentive District in the City, as required by K.S.A. 12-5244(c).

On July 27, 2022, the Secretary of Commerce provided written confirmation, approving, the establishment of the Industrial Heights Reinvestment Housing Incentive District

DEVELOPMENT PLAN ADOPTION

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

DEVELOPMENT PLAN

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

1. The legal description of the West 6th Addition Reinvestment Housing Incentive District is attached as *Exhibit A* to this document.
A map of the District is attached as *Exhibit B* to this document.
2. **The assessed valuation is \$23,092.** This includes the existing home and several small outbuildings classified as agricultural buildings by the county. The ad valorem taxes for 2022 are \$3,678.96

3. The name and address of the owner of record for the real estate within the District is Mid Kansas Properties, PO Box 924, Emporia, Kansas 66801-0924
4. The housing and public facilities project that are proposed to be constructed in the District include the following:

Housing Facilities

The housing facilities will be composed of 24 single-family homes.

Public Facilities

The city water and sewer utility lines will be installed and paid for by the developer. Once accepted by the City they will become city utility lines, excluding the individual service lines.

5. The names, addresses, and specific interests in the real estate in the District of the developers responsible for development of the housing and public facilities are:

Real Property Owner:	Mid Kansas Properties, LLC P.O. Box 924 Emporia, KS 66801
----------------------	---

Developer:	Mid Kansas Properties, LLC P.O. Box 924 Emporia, KS 66801
------------	---

Individuals with Specific Interest:	Brady Sauder 3704 Crossgate Circle Manhattan, KS 66503
-------------------------------------	--

T.J. Sauder
4610 Aminda
Shawnee, KS 66226

Jamie A. Sauder
2704 Twin Lakes Dr.
Emporia, KS 66801

Steve Sauder
1966 Morningside Dr.
Emporia, KS 66801

6. The contractual assurances, if any, the Governing Body has received from such developer or developers, guaranteeing the financial feasibility of specific housing tax incentive projects in the proposed District. The is to be privately financed through ESB Financial, Emporia, Kansas.

7. The City did not conduct a comprehensive analysis of the financial feasibility to determine whether the public benefits derived from the District will exceed the costs and that the income from the District would be sufficient to pay for the public improvements to be undertaken in the District. Since the infrastructure is in place and the water and sewer lines to be constructed will be installed by the developer no city funds will be utilized. Therefore, sufficient funds will be available to retire the Developers cost of on-site infrastructure.

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 3 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:

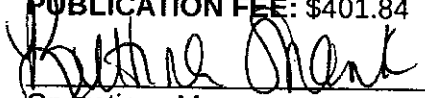
PUBLICATION DATES:

12 Sep 2023

Notice ID: hnlvCY3CLV646GgmOpJ4

Notice Name: Resolution No 3704

PUBLICATION FEE: \$401.84


Operations Manager

VERIFICATION

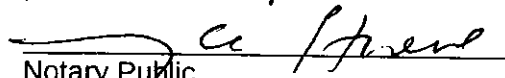
STATE OF KANSAS
COUNTY OF LYON



LISA M. STUEVE
NOTARY PUBLIC
STATE OF KANSAS
My Appt. Exp. 04-10-2027

Signed or attested before me on this

12th day of September, A.D. 2023.


Notary Public

RESOLUTION NO. 3704

A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF EMPORIA, KANSAS DETERMINING THAT THE CITY IS CONSIDERING ESTABLISHING A REINVESTMENT HOUSING INCENTIVE DISTRICT WITHIN THE CITY AND ADOPTING A PLAN FOR THE DEVELOPMENT OF HOUSING AND PUBLIC FACILITIES IN SUCH PROPOSED DISTRICT, ESTABLISHING THE DATE AND TIME OF A PUBLIC HEARING ON SUCH MATTER, AND PROVIDING FOR THE GIVING OF NOTICE OF SUCH PUBLIC HEARING. *(West 8th Addition)*

WHEREAS, K.S.A. 12-5241 et seq. (the "Act") authorizes any city incorporated in accordance with the laws of the state of Kansas (the "State") located in a county with a population of less than 85,000 to designate Reinvestment Housing Incentive Districts within such city; and

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

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

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

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

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

WHEREAS, the Governing Body of the City has performed a Housing Needs Analysis dated August 2021 (the "Analysis"), a copy of which is on file in the office of the Community Development Coordinator; and

WHEREAS, the Governing Body of the City has heretofore adopted Resolution No. 3674 which made certain findings relating to the need for financial incentives relating to the construction of quality housing within the City, declared it advisable to establish a Reinvestment Housing Incentive District pursuant to the Act and authorized the submission of such Resolution and Housing Needs Analysis to the Kansas Department of Commerce in accordance with the provisions of the Act; and

WHEREAS, the Secretary of the Kansas Department of Commerce, pursuant to a letter dated July 27, 2022 authorized the City to proceed with the establishment of a Reinvestment Housing Incentive District pursuant to the Act (the "District"); and

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

WHEREAS, the Plan includes:

1. The legal description and map required by subsection (a) of K.S.A. 12-5245.
2. The existing assessed valuation of the real estate in the proposed District listing the land and improvement values separately.
3. A list of the names and addresses of the owners of record of all real estate parcels within the proposed District.
4. A description of the housing and public facilities project or projects that are proposed to be constructed or improved in the proposed District, and the location thereof.
5. A listing of the names addresses and specific interests in real estate in the proposed District of the developers responsible for development of the housing and public facilities in the proposed District.
6. The contractual assurances, if any, the Governing Body has received from such developer or developers, guaranteeing the financial feasibility of specific housing tax incentive projects in the proposed District.
7. A comprehensive analysis of the feasibility of providing housing tax incentives in the proposed District as provided in the Act, which shows the public benefits derived from such District will exceed the costs and that the income therefore, together with all public and private sources of funding, will be sufficient to pay for the public improvements that may be undertaken in such District; and

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

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

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

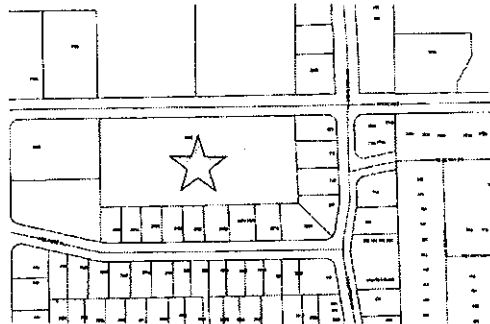
Exhibit A

THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER (NW1/4 NE1/4 NE1/4 NW1/4) AND A STRIP 12 RODS IN WIDTH OFF THE ENTIRE EAST SIDE OF THE NE1/4 NW1/4 NE1/4 NW1/4. ALL OF

THE SECTION 17, TOWNSHIP 19 SOUTH, RANGE 11 EAST OF THE 6TH P.M., LYON COUNTY, KANSAS.
ALSO:
6 RODS OFF THE WEST SIDE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 19 SOUTH, RANGE 11 EAST OF THE 6TH P.M., LYON COUNTY, KANSAS.
EXCEPT AND SUBJECT TO: Easements & Restrictions approved & of record.

Location

Exhibit B



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

Housing Facilities- The housing facilities will be composed of 18 single-family homes.

Public Facilities- Public improvements will include the construction of infrastructure, streets, water, sewer improvements located within the boundaries of the district, including water, sanitary sewer, and electric improvements. Infrastructure improvements will be constructed concurrently with the project.

Section 3. Public Hearing. Notice is hereby given that a public hearing will be held by the Governing Body of the City to consider the establishment of the District and adoption of the Plan on October 18, 2023 in the City Commission Meeting Room of the Civic Auditorium, 515 Mechanic St., Emporia, Kansas; the public hearing is to commence at 11:00 AM, or as soon thereafter as the Governing Body can hear the matter. At the public hearing the Governing Body will receive public comment on such matters, and may, after the conclusion of such a public hearing, consider the findings necessary for establishment of the District and adoption of the Plan, all pursuant to the Act.

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

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

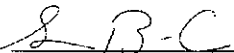
Section 5. Further Action. The Mayor, City Clerk, city officials and employees, including the City Attorney, are hereby further authorized and directed to take such other actions as may be appropriate or desirable to accomplish the purposes of this Resolution.

Section 6. Effective Date. This Resolution shall take effect after its adoption by the Governing Body.

ADOPTED by the Governing Body of the City of Emporia, Kansas, on September 5, 2023.


Kerry Sullivan, City Clerk




Susan Brinkman, Mayor



Commission Action Report

Fairview Hotels L.L.C. Development Agreement

Title: Fairview Hotels L.L.C. Development Agreement

Agenda Date: April 16, 2024

Presented By: Tayler Wash, Director of Special Projects

Background:

This Agreement synthesizes the previous action of the Commission related to this project. With a total project budget of roughly \$17,195,000, this project utilizes several incentives to ensure the successful construction and sustainability of the hotel and conference center.

The Fairview Hotel and conference center will include approximately 88 hotel rooms and a large conference center which addresses a major need in our community. The ownership group is committed to establishing successful developments in our community as is evidenced by their existing Hampton Inn Hotel in the same CID area.

Discussion:

The Fairview Hotels L.L.C. group has completed the process for the following incentives related to this project:

- Community Improvement District: Two-percent sales tax on all sales at the location which includes this new site and the already existing Hampton Inn.
- Industrial Revenue Bonds: Ten-year property tax abatement.

This development agreement was created in consultation with Gilmore & Bell and representatives of Fairview Hotels L.L.C. The agreement details the responsibilities of the City and Developer with regard to the hotel and conference center.

Financial Considerations:

The City will be impacted via the TGT rebate. The City will receive a 3% administrative fee related to the CID. The City will not be providing any 'out-of-pocket' costs for the project.

Recommended Action:

Approve Fairview Hotels LLC. Development Agreement

Attachments:

Fairview Hotels LLC. Development Agreement

DEVELOPMENT AGREEMENT

between the

CITY OF EMPORIA, KANSAS,

and

FAIRVIEW HOTELS LLC

Dated as of [Dated Date]

DEVELOPMENT AGREEMENT

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DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this “**Agreement**”), is made and entered into as of [Dated Date] (the “**Effective Date**”), by and between the **CITY OF EMPORIA, KANSAS**, a municipal corporation duly organized under the laws of the State of Kansas (the “**City**”) and **FAIRVIEW HOTELS LLC**, a Kansas limited liability company (the “**Developer**”) (the Developer and the City are collectively referred to as the “**Parties**” and each a “**Party**”).

RECITALS

A. The Developer owns certain property within the City generally located at 3010 Eagle Drive and legally described on *Exhibit A* and depicted on *Exhibit B* (the “**Project Site**”) and desires to develop the Project Site through the construction of a hotel and conference center facility (the “**Project**”).

B. The City is authorized by K.S.A. 12 1740 to 12 1749d, inclusive, as amended (the “**IRB Act**”), to acquire, construct and improve certain facilities for commercial, industrial and manufacturing purposes, to enter into leases and lease purchase agreements with any person, firm or corporation for said projects, and to issue revenue bonds for the purpose of paying the cost of any such facilities.

C. The Governing Body of the City adopted Resolution No. 3683 declaring an intent to issue its Taxable Industrial Revenue Bonds (Fairview Hotels LLC Project) (the “**IRBs**”) for the purpose of acquiring, constructing, furnishing and equipping the Project. The Issuer intends to enter into a Site Lease with the Developer (the “**Site Lease**”) and lease the Project to the Developer pursuant to a Project Lease (the “**Project Lease**”) to be entered into by and between the City, as lessor, and the Developer, as lessee, at the time the IRBs are issued.

D. The City is authorized and empowered under the IRB Act and K.S.A. 79 201a, as amended (the “**Abatement Statute**”) to exempt from ad valorem taxation all or any portion of the Project financed with the proceeds of the IRBs, subject to the limitations set forth in the Abatement Statute and this Agreement.

E. On September 19, 2023, the City received a petition for creation of a community improvement district with boundaries that include the Project Site.

F. The City established the Fairview Hotels LLC Community Improvement District (the “**CID**”) on November 1, 2023, pursuant to Ordinance No. 23-33, and legally described on *Exhibit C* and depicted on *Exhibit D*, which includes the Project Site and certain other property owned by the Developer or an affiliate of the Developer.

G. The City and the Developer desire to enter into this Agreement to address matters related to development of the Project and the CID, and payment of CID Eligible Project Costs.

NOW, THEREFORE, in consideration of the foregoing and in consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE I

DEFINITIONS AND RULES OF CONSTRUCTION

Section 1.01. Definitions of Words and Terms. Capitalized words used in this Agreement have the meanings set forth in the Recitals to this Agreement or they have the following meanings:

“**Abatement Statute**” means K.S.A. 79-201a, as amended.

“**Ad valorem taxes**” or “**ad valorem taxation**” means all property taxes imposed on real or personal property (including fixtures) and eligible for exemption pursuant to the Abatement Statute.

“**Additional TGT Term**” means, if enacted pursuant to **Section 6.09**, a term that will commence on the 10th anniversary of the Effective Date and continue for a term of 10 years, ending on the 20th anniversary of the Effective Date.

“**Agreement**” means this Development Agreement, as amended from time to time.

“**Board of Tax Appeals**” means the State of Kansas Board of Tax Appeals.

“**Bond Financed Portion of the Project**” means that portion of the Project financed in whole from the proceeds of the IRBs as evidenced by the requisitions submitted by the Developer to the bond trustee in accordance with the provisions of the Project Lease.

“**Certificate of CID Eligible Project Costs**” means a certificate relating to CID Eligible Project Costs in substantially the form attached hereto as **Exhibit F**.

“**Certificate of Full Completion**” means a certificate evidencing Full Completion of the Project, in substantially the form attached hereto as **Exhibit G**.

“**CID**” means the Fairview Hotels LLC Community Improvement District created by the City on November 1, 2023, pursuant to Ordinance No. 23-33.

“**CID Act**” means the Kansas Community Improvement District Act, K.S.A. 12-6a27 *et seq.*, as amended and supplemented from time to time.

“**CID Administrative Service Fee**” means the fee payable to the City pursuant to **Section 4.04** hereof.

“**CID Costs Cap**” means \$16,395,000. The CID Administrative Service Fee will not be applied against the CID Costs Cap.

“**CID Eligible Project Costs**” means those costs paid by Developer as set forth in an approved Certificate of CID Eligible Project Costs, and eligible to be reimbursed from CID Revenues in accordance with K.S.A. 12-6a26 *et seq.* and this Agreement.

“**CID Fund**” means the Fairview Hotels LLC Community Improvement District Fund, created pursuant to **Section 4.04** hereof.

“**CID Revenues**” means all revenues received by the City generated by the 2.00% community improvement district sales tax collected within the CID.

“**CID Term**” means the timeframe commencing on April 1, 2024 to the earlier of (i) March 31, 2046, or (ii) payment to Developer of all CID Eligible Project Costs (in an amount not in excess of the CID Costs Cap) plus payment to the City of all CID Administrative Service Fees, unless otherwise terminated in accordance with the terms of this Agreement.

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

“**City Event of Default**” means any event or occurrence defined in *Section 10.02* of this Agreement.

“**City Manager**” means the City Manager of the City, or in the absence of the City Manager any duly appointed Deputy, Assistant or Acting City Manager.

“**City Representative**” means the Mayor or City Manager of the City, and such other person or persons at the time designated to act on behalf of the City in matters relating to this Agreement.

“**Conference Center**” means a conference center constructed on the Project Site with a minimum seating capacity of 200 in the main seating area.

“**Construction Plans**” means plans, drawings, specifications and related documents, and construction schedules for the construction of the Project, together with all supplements, amendments or corrections, submitted by the Developer and approved by the City in accordance with this Agreement.

“**Developer**” means Fairview Hotels LLC, a Kansas limited liability company, and any successors and assigns approved pursuant to this Agreement.

“**Developer Event of Default**” means any event or occurrence defined in *Section 10.01* of this Agreement.

“**Developer Improvements**” means the improvements described and further defined in *Section 3.02* of this Agreement.

“**Event of Default**” means any City Event of Default or Developer Event of Default, as applicable.

“**Excusable Delays**” means any delay beyond the reasonable control of the Party affected, caused by the COVID-19 pandemic, or other pandemics and large scale medical emergencies, damage or destruction by fire or other casualty, power failure, strike, shortage of materials, unavailability of labor, delays in the receipt of Permitted Subsequent Approvals as a result of unreasonable delay on the part of the applicable Governmental Authorities, adverse weather conditions such as, by way of illustration and not limitation, severe rain storms or below freezing temperatures of abnormal degree or abnormal duration, tornadoes, and any other events or conditions, which shall include but not be limited to any litigation interfering with or delaying the construction of all or any portion of the Project in accordance with this Agreement, which in fact prevents the Party so affected from discharging its respective obligations hereunder.

“**Exempt Period**” means ten (10) calendar years commencing on January 1 of the calendar year following the year in which IRBs are issued.

“Exempt Property” means all Property is exempt from taxation pursuant to K.S.A. 79-201(a) *Second* and/or *Twenty-Fourth* by reason that such property was constructed or purchased with the proceeds of the IRBs authorized by and in accordance with the Abatement Statute.

“Governing Body” means the City Commission of the City.

“Governmental Approvals” means all plat approvals, re-zoning or other zoning changes, Site Plan approvals, conditional use permits, variances, building permits, architectural review or other subdivision, zoning or similar approvals required for the implementation of the Project and consistent with this Agreement.

“Governmental Authorities” means any and all jurisdictions, entities, courts, boards, agencies, commissions, offices, divisions, subdivisions, departments, bodies or authorities of any type of any governmental unit (federal, state or local) whether now or hereafter in existence.

“Hotel” means a hotel constructed on the Project Site that is flagged as a Fairfield Inn & Suites, operated in accordance with this Agreement, and consisting of a minimum 80 transient guest rooms.

“Initial TGT Term” will begin on the Effective Date and end on the 10th anniversary of the Effective Date.

“IRBs” means the Issuer’s Taxable Industrial Revenue Bonds (Fairview Hotels LLC Project).

“Pay As You Go” has the meaning set forth in *Section 4.02*.

“Permitted Subsequent Approvals” means the building permits and other Governmental Approvals customarily obtained prior to construction which have not been obtained on the date that this Agreement is executed, which the City or other governmental entity has not yet determined to grant.

“Plans” means Site Plans, Construction Plans and all other Governmental Approvals necessary to construct the Project in accordance with City’s building code and zoning code, applicable laws of Governmental Authorities and this Agreement.

“Project” means acquiring, constructing, furnishing, and equipping the Hotel and the Conference Center on the Project Site, including associated public and private infrastructure; site work; utilities; storm water and drainage; landscaping; and parking facilities.

“Project Budget” means the budget for the Project as set forth in *Exhibit E*.

“Project Site” means all of the real property described in *Exhibit A* and depicted on *Exhibit B* and by this reference made a part hereof.

“Property” means all real and personal property subject to taxation pursuant to K.S.A. 79-101.

“Site Plan” means the final site plan for the Project Site submitted by the Developer to the City and approved by the City pursuant to applicable City ordinances, regulations and City’s building and zoning code provisions.

“State” means the State of Kansas.

Section 1.02. Rules of Construction. For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires, the following rules of construction apply in construing the provisions of this Agreement:

- (a) The terms defined in this Article include the plural as well as the singular.
- (b) All accounting terms not otherwise defined herein shall have the meanings assigned to them, and all computations herein provided for shall be made, in accordance with generally accepted accounting principles.
- (c) All references herein to “generally accepted accounting principles” refer to such principles in effect on the date of the determination, certification, computation or other action to be taken hereunder using or involving such terms.
- (d) All references in this instrument to designated “Articles,” “Sections” and other subdivisions are to the designated Articles, Sections and other subdivisions of this instrument as originally executed.
- (e) The words “herein,” “hereof” and “hereunder” and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section or other subdivision.
- (f) The Article and Section headings herein are for convenience only and shall not affect the construction hereof.
- (g) The representations, covenants and recitations set forth in the foregoing recitals are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though they were fully set forth in this Section. The provisions of the IRBs, Abatement Statute, Site Lease, Project Lease, and such resolutions and ordinances of the City adopted by the Governing Body which authorize the IRBs, the ordinance of the City creating the CID, and the provisions of the City’s CID Policy and the CID Act, as amended, are hereby incorporated herein by reference and made a part of this Agreement, subject in every case to the specific terms hereof.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

Section 2.01. Representations of the Developer. The Developer makes the following representations and warranties, which are true and correct on the date hereof, to the best of the Developer’s knowledge:

- (a) **Corporate Organization.** Fairview Hotels LLC is a limited liability company duly organized and existing under the laws of the State of Kansas. Throughout the term of this Agreement, Developer agrees to maintain its status as a limited liability company, in good standing and authorized to do business in the State of Kansas.
- (b) **Due Authority.** The Developer has all necessary power and authority to execute and deliver and perform the terms and obligations of this Agreement and to execute and deliver the documents required of the Developer herein, and such execution and delivery has been duly and validly authorized and approved by all necessary proceedings. Accordingly, this Agreement

constitutes the legal valid and binding obligation of the Developer, enforceable in accordance with its terms.

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

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

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

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

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

(h) ***Approvals.*** Except for Permitted Subsequent Approvals, the Developer has received and is in good standing with respect to all certificates, licenses, inspections, franchises, consents, immunities, permits, authorizations and approvals, governmental or otherwise, necessary to conduct and to continue to conduct its business as heretofore conducted by it and to own or lease and operate its properties as now owned or leased by it. Except for Permitted Subsequent Approvals, the Developer has obtained all certificates, licenses, inspections, franchises, consents, immunities, permits, authorizations and approvals, governmental or otherwise, necessary to acquire, construct, equip, operate and maintain the Project. The Developer reasonably believes that all such certificates, licenses, consents, permits, authorizations or approvals which have not yet been obtained will be obtained in due course.

(i) ***Construction Permits.*** Except for Permitted Subsequent Approvals, all governmental permits and licenses required by applicable law to construct, occupy and operate the Project have been issued and are in full force and effect or, if the present stage of development does

not allow such issuance, the Developer reasonably believes, after due inquiry of the appropriate governmental officials, that such permits and licenses will be issued in a timely manner in order to permit the Project to be constructed.

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

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

(l) **Project.** The Developer represents and warrants that the Project Site is sufficient to construct the Project as contemplated in this Agreement.

Section 2.02. Conditions to the Effectiveness of this Agreement. As a precondition to the effectiveness of this Agreement, to the extent they have not already done so, the Developer will submit the following documents to the City:

- (a) A copy of the Developer's Articles of Organization, certified by the Secretary of State of the State of Kansas; and
- (b) A certified copy of the Operating Agreement of the Developer; and
- (c) A Certificate of Good Standing for the Developer, certified by the Secretary of State of the State of Kansas within the preceding 90 days; and
- (d) A tax clearance certificate for the Developer issued by the Kansas Department of Revenue within the preceding 90 days.
- (e) A list of each member of the Developer and their associated percentage ownership, and if such member is not an individual, the individual owners and percentage ownership of such member.

ARTICLE III

DEVELOPMENT OF THE PROJECT

Section 3.01. Project Budget. The Project will be constructed substantially in accordance with the Project Budget attached as **Exhibit E**.

Section 3.02. Project Improvements. The Developer will complete or cause to be completed the following improvements to the Project Site (collectively, the "**Developer Improvements**"):

- (a) Site grading;

(b) Construct and obtain a certificate of occupancy for the Hotel and the Conference Center; and

(c) Related infrastructure improvements, including, but not limited to: extension of water, sanitary and storm sewer, street, curbing, sidewalk, parking facilities, utilities, pedestrian and shared-use path improvements, and any other public infrastructure improvements necessary within the Project Site.

Section 3.03. Project Schedule.

(a) Not later than October 1, 2024, Developer will commence or cause to be commenced and will promptly thereafter diligently prosecute to completion the construction of the Developer Improvements.

(b) Developer will diligently complete the Developer Improvements, as further set forth in Subparagraphs (a) and (c) of this Section, subject to delays caused by force majeure and delays caused by the City. The completion of the Developer Improvements described in **Section 3.02** shall be evidenced by Developer's delivery of a Certificate of Full Completion in accordance with **Section 3.06** of this Agreement not later than March 31, 2026.

(c) Subject to Excusable Delays, once the Developer has commenced construction of the Developer Improvements, Developer will not permit cessation of work on the Developer Improvements for a period in excess of 45 consecutive working days or 90 days in the aggregate (but excluding weekends and holidays) without prior written consent of the City.

Section 3.04. Project Design; Governmental Approvals.

(a) The Project will be constructed in accordance with this Agreement and the CID Petition submitted by the Developer and approved by the City.

(b) Before commencement of construction or development of any buildings, structures or other work or improvements, the Developer will, at its own expense, secure or cause to be secured any and all permits and approvals (including but not limited approvals related to the site plan, zoning, planning and platting approvals) which may be required by the City and any other governmental agency having jurisdiction as to such construction, development or work. The City will cooperate with and provide all usual assistance to the Developer in securing these permits and approvals, and will diligently process, review and consider all such permits and approvals as may be required by law; except provided that the City will not be required to issue any such permits or approval for any portion of the Project not in conformance with this Agreement.

(c) Before commencement of construction or development of any public improvements necessary to serve the Project Site, the Developer will, at its own expense, provide, or cause to be provided, to the City engineered drawings for the proposed sanitary sewer, water, storm sewer, street, curbing, sidewalk, and any other public infrastructure improvements necessary within the Project Site and the extension of sanitary sewer and water improvements to serve the Project Site. The submitted drawings will be approved by the City prior to the commencement of any work and will be in accordance with City standards for similar improvements and any applicable State and Federal Regulations. All public improvements will be located in the public right of way or properly recorded easements.

(d) Nothing in this Agreement constitutes a waiver of the City's right to consider and approve or deny Governmental Approvals pursuant to the City's regulatory authority as provided by City's building and zoning codes and applicable state law. The Developer acknowledges that satisfaction of certain conditions contained in this Agreement requires the reasonable exercise of the City's discretionary zoning authority by the City's planning commission and Governing Body in accordance with City's building and zoning code and applicable state law.

Section 3.05. Rights of Access. Representatives of the City will have the right of access to the Project, without charges or fees, at normal construction hours during the period of construction, for the purpose of ensuring compliance with this Agreement, including, but not limited to, the inspection of the work being performed in constructing, improving, equipping, repairing and installing the Project, so long as they comply with all safety rules. Except in case of emergency, prior to any such access, such representatives of the City will check in with the on-site manager. Such representatives of the City will carry proper identification, will insure their own safety, assuming the risk of injury, and will not interfere with the construction activity.

Section 3.06. Certificate of Full Completion.

(a) Promptly after completion of the Developer Improvements in accordance with the provisions of this Agreement, and specifically the minimum requirements set forth in **Section 3.02**, Developer will submit a Certificate of Full Completion to the City in substantially the form attached as **Exhibit G**. "Full completion" means that Developer has completed the Developer Improvements in a manner consistent with this Agreement and meeting the minimum requirements set forth in **Section 3.02**.

(b) The City will, within thirty (30) days following receipt of the Certificate of Full Completion, carry out such inspections as it deems necessary to verify to its reasonable satisfaction the accuracy of the certifications contained in the Certificate of Full Completion. The City's execution of the Certificate of Full Completion will constitute evidence of the satisfaction of the Developer's agreements and covenants to construct the Developer Improvements. If the City has not executed or rejected said Certificate in writing within forty-five (45) days following receipt, the Certificate will be deemed approved.

ARTICLE IV

AD VALOREM PROPERTY TAX EXEMPTION

Section 4.01. Exempt Property. During the Exempt Period, and so long as the IRBs are outstanding and the Developer remains in compliance with this Agreement, the City agrees to use its best efforts to cause the Bond Financed Portion of the Project to be and remain Exempt Property.

Section 4.02. No Abatement of Special Assessments. The City and the Developer hereby agree that the Abatement Statute and any tax abatement with respect to the Project will not apply to special assessments.

Section 4.03. No Abatement of Capital Outlay Levy. The City and the Developer hereby acknowledge that no abatement may be granted for property tax levied by a school district pursuant to the provisions of K.S.A. 72-53,113, as amended.

Section 4.04. Obligation of City to Effect Tax Abatement. The City agrees to use its best efforts to cause the Bond Financed Portion of the Project to be Exempt Property during the Exempt Period and agrees to make all filings required by the Board of Tax Appeals; provided, however, the City will not be liable for any failure of the Board of Tax Appeals to approve the exemption permitted by the Abatement Statute. The City covenants that so long as the Developer is not in default of this Agreement or the Project Lease, it will not knowingly take any action that the City has knowledge may cause the Bond Financed Portion of the Project to no longer be Exempt Property. In the event the Bond Financed Portion of the Project is determined to no longer be Exempt Property, the City will, at the Developer's request, cooperate with the Developer in all reasonable ways to cause the Bond Financed Portion of the Project to be Exempt Property, including cooperating with the Developer in any related litigation. The Developer agrees to pay to the City the costs that the City incurs (including legal fees and expenses) in cooperating with the Developer in the manner required by this *Section*.

Section 4.05. Determination of Appraised Value and Assessments. The City and the Developer acknowledge that it is not the intent of the parties that the principal amount of the IRBs be used for the purpose of determining the appraised value of the Project or any portion thereof for tax purposes. The Developer acknowledges that the county appraiser independently determines the appraised value of Property. The Developer further acknowledges that the City does not have input in or in any way control the determination of the appraised value of Property or the assessment of Property, and that the City cannot and is not attempting to bind the county appraiser or any other governmental authority with respect to a determination of the appraised value of the Bond Financed Portion of the Project.

Section 4.06. Payment of Fees and Reimbursement or Payment of Costs.

(a) The Developer agrees to pay to the City the standard fees charged by the City in connection with tax abatement projects and the issuance of industrial revenue bonds.

(b) The Developer agrees to promptly reimburse the City, upon receipt by the Developer of an invoice from the City, for any amounts that the City pays to any other party as a result of the City pursuing, obtaining or maintaining the tax abatement granted to the Developer pursuant to this Agreement. These costs include, but are not be limited to, all fees and expenses for filings with the Board of Tax Appeals (including the application fee and annual administration fee), legal notice publication expenses, and the costs and expenses of the City's legal counsel. The Developer agrees that the City may, in lieu of seeking reimbursement from the Developer, forward any invoice received by the City to the Developer, which invoice is for a cost which the City could seek reimbursement from the Developer pursuant to this paragraph, and the Developer agrees to promptly pay such invoice and to promptly provide the City with evidence of such payment.

Section 4.07. Abatement of Property. The Abatement Statute provides that, with certain exceptions, any property constructed or purchased in part with the proceeds of revenue bonds issued under the authority of the IRB Act is exempt from taxation for a period of ten years to the extent of the value of that portion of the property financed by the revenue bonds. The tax abatement commences in the year following the year in which the IRBs are issued.

Developer understands that real and personal property will be exempt under the Abatement Statute only if such property is purchased with the proceeds of the IRBs. In order to be purchased with IRB proceeds, the trustee for the IRBs must receive a requisition request from the Developer and must make a draw on the IRBs and use the money to either (a) pay, or (b) reimburse the Developer for the payment of, the cost of the property.

The Abatement Statute also provides that if property purchased with proceeds of the IRBs is used in any retail enterprise identified under the NAICS sectors 44 and 45 (“**Prohibited NAICS**”), the property will not be exempt from taxation, unless the property is a facility used exclusively to house the headquarters or back office operations of a prohibited retail enterprise.

The Abatement Statute further provides that property purchased with bond proceeds is not exempt from taxation if the property is (i) a swine production facility (as described in K.S.A. 12-1749b), (ii) property located in a redevelopment project area established under the authority of K.S.A. 12-1770 or (iii) a poultry or rabbit confinement facility (as described in K.S.A. 17-5903).

Developer hereby represents that the NAICS code for the Project is not included within the list of Prohibited NAICS and agrees that during the term of the tax abatement, the property purchased with the proceeds of the IRBs will not be used in any of the Prohibited NAICS. Developer understands that if any property purchased with the proceeds of the IRBs is used in a Prohibited NAICS, that property will not be subject to property tax abatement under Kansas law.

Developer represents that the Project is not, and will not become, a swine production facility, a poultry or rabbit confinement facility or inventory, and that the Project is not located in a redevelopment project area.

ARTICLE V

REIMBURSEMENT OF CID ELIGIBLE PROJECT COSTS

Section 5.01. CID Eligible Project Costs. In consideration for the Developer’s agreement to construct the Developer Improvements, and subject to the terms of this Agreement, the City agrees to reimburse Developer for CID Eligible Project Costs. The City will only be obligated to reimburse Developer from available moneys in the CID Fund and will have no obligation to reimburse Developer from any other source of funds.

Section 5.02. Pay As You Go CID Financing. The Developer will advance all CID Eligible Project Costs as necessary to complete the Developer Improvements. Developer may be reimbursed by the City for CID Eligible Project Costs from the CID Fund as funds are collected (the “Pay As You Go” method).

Section 5.03. CID Fund; Reimbursement of CID Eligible Costs.

(a) ***Creation of Fund; Deposit of CID Revenues.*** The City will establish and maintain a separate fund and account known as the Fairview Hotels LLC Community Improvement District Fund (the “CID Fund”). All CID Revenues will be deposited into the CID Fund.

(b) ***City CID Administrative Service Fee.*** The City will be entitled to withdraw a CID Administrative Service Fee equal to 3% of each distribution of the CID Revenues as such CID Revenues are received by the City from the Kansas Department of Revenue. The CID Administrative Fee will be used to cover the administration and other City costs during the CID Term and will be paid from CID Revenues in addition to the costs identified in the Project Budget. The CID Administrative Service Fee will be deemed a CID Eligible Project Cost.

(c) ***Reimbursement from the CID Fund.*** All disbursements from the CID Fund will be made only to pay CID Eligible Project Costs. The City will have sole control of the

disbursements from the CID Fund. To the extent that the Developer has certified CID Eligible Project Costs that remain unreimbursed, and CID Revenues are available in the CID Fund, disbursements from the CID Fund will be made no more than quarterly, such payments being due on the 10th day of February, May, August, and November of each year during the CID Term; provided, no disbursements will be made to Developer from the CID Fund until a Certificate of Full Completion is executed by the City. In no event will Developer be reimbursed from the CID Fund in an amount in excess of the CID Costs Cap.

Section 5.04. Reimbursement Requests.

(a) ***Form of Requests.*** All requests for reimbursement of CID Eligible Project Costs will be made in a Certificate of CID Eligible Project Costs submitted by the Developer in substantial compliance with the form attached hereto as ***Exhibit F***.

(b) ***Reimbursement Requests.*** Developer may submit Certificates of CID Eligible Project Costs no more frequently than every six months.

(c) ***Actual Costs Incurred.*** The Developer will submit Certificates of CID Eligible Project Costs only for such costs actually incurred by the Developer.

(d) ***Evidence of CID Eligible Project Costs.*** The Developer will provide itemized invoices, receipts or other information reasonably requested, if any, to confirm that costs submitted in any Certificate of CID Eligible Project Costs have been paid and qualify as CID Eligible Project Costs and will further provide a summary sheet detailing the costs requested to be reimbursed. Such summary sheet will show the date such cost was paid, the payee, a brief description of the type of cost paid, and the amount paid. The Developer will provide such additional information as reasonably requested by the City to confirm that such costs have been paid and qualify as CID Eligible Project Costs.

(e) ***City Inspections.*** The City reserves the right to have its engineer or other agents or employees inspect all work in respect of which a Certificate of CID Eligible Project Costs is submitted to examine the Developer's and others' records regarding all expenses related to the invoices to be paid, and to obtain from such parties such other information as is reasonably necessary for the City to evaluate compliance with the terms hereof.

(f) ***City Review of CID Eligible Project Costs.*** The City will have 30 calendar days after receipt of any Certificate of CID Eligible Project Costs to review and respond by written notice to the Developer. If the submitted Certificate of CID Eligible Project Costs and supporting documentation demonstrates that (1) the request relates to the CID Eligible Project Costs and is permitted under this Agreement; (2) the expense has been paid; (3) Developer is not in material default under this Agreement; and (4) there is no fraud on the part of the Developer, then the City will approve the Certificate of CID Eligible Project Costs and make, or cause to be made, reimbursement to Developer from the CID Fund in accordance with the terms of this Agreement, within thirty (30) days of the City's approval of the Certificate of CID Eligible Project Costs (provided money is then available in the applicable fund to pay such approved reimbursement). If the City reasonably disapproves of the Certificate of CID Eligible Project Costs, the City will notify the Developer in writing of the reason for such disapproval within such 30-day period. The Developer may revise and resubmit the Certificate of CID Eligible Project Costs, and the City will review and approve (or disapprove) the revised certificate in accordance with this Section. Approval of a Certificate of CID Eligible Project Costs will not be unreasonably withheld.

Section 5.05. Right to Inspect and Audit. The Developer agrees that, up to one year after the later of completion of the Project or the City's approval of any Certificate of CID Eligible Project Costs, the City, with reasonable notice and during normal business hours, shall have the right and authority to review, audit, and copy, from time to time, all the Developer's books and records relating to the CID Eligible Project Costs (including, but not limited to, all general contractor's sworn statements, general contracts, subcontracts, material purchase orders, waivers of lien, paid receipts and invoices).

Section 5.06. The CID. So long as no Developer Event of Default has occurred and is continuing, the City will not, under any circumstances other than by a future written agreement between the Parties, terminate the CID. The City will not take any action to reduce the CID Term prior to such time as Developer has been reimbursed in an amount equal to the CID Costs Cap.

ARTICLE VI

TRANSIENT GUEST TAX REBATE

Section 6.01. Transient Guest Tax Rebate. Pursuant to K.S.A. 12-1696 *et seq.* (the "TGT Act"), the City imposes a transient guest tax (the "Guest Tax") in an amount equal to 8% upon the gross rental receipts derived from or paid by transient guests for lodging or sleeping accommodations in any hotel or motel located in the City. In consideration of the Developer's construction and operation of the Conference Center in accordance with this Agreement, the City hereby agrees to rebate 80% of the Guest Tax generated by the Project, subject to the terms and conditions of this Agreement.

Section 6.02. Reporting and Remitting Guest Taxes. The Developer is obligated to report and remit the Guest Tax pursuant to the provisions of the TGT Act. The Developer will also convey to the City a copy of each report submitted to the Kansas Department of Revenue ("DOR"). In the event the Developer fails to report and remit the Guest Tax, penalties and/or interest will be assessed against the Developer in accordance with applicable State laws relating to late tax payments. In addition to any other remedies that may be available to the City pursuant to this Agreement, if the Developer fails to remit any Guest Tax and such failure continues for one year, this Agreement may be deemed terminated effective as of December 31 in the year such Guest Tax was originally due to be remitted and was unpaid, and Developer agrees that from and after such termination date, it will not be entitled to any further rebates of the Guest Tax on the Project.

Section 6.03. Amount of Rebate. The City agrees to rebate to the Developer an amount equal to the Guest Tax actually collected and paid by the Developer to DOR related to the Project, less any administrative fees, interest or penalties charged by DOR multiplied by (a) 80% during the Initial TGT Term and (b) 50% during the Additional TGT Term, if any.

Section 6.04. Other Conditions to Rebate. In order to continue to qualify for the rebate of the Guest Tax, during the term of this Agreement: (a) the Project must consist of the Hotel and Conference Center that are maintained in a desirable condition in the reasonable discretion of the City; (b) the Developer will apply all rebate payments in accordance with **Section 6.06** hereof and will deliver to the City upon the City's request a record of capital investment in and maintenance of the Hotel and Conference Center; (c) the Developer will provide to the City copies of all written or electronic reports required to be submitted to the franchise company; and (e) the Developer must not be in default under this Agreement.

Section 6.05. Timing of Rebate. The amount to be paid pursuant to **Section 6.03** will be paid within 60 days after receipt by the City of Guest Tax payments from DOR.

Section 6.06. Use of Rebate. The Guest Tax rebate paid hereunder to the Developer will be used in accordance with the TGT Act in order to promote conventions and tourism within the City, including the construction, operations, maintenance, and marketing of the Conference Center. The Developer will evidence such permissible use in the books and records described in **Section 6.07**.

Section 6.07. Maintenance of Books and Records. The Developer agrees to separately account for the collection of Guest Tax rebate amounts and disbursements therefrom in order to facilitate the examination of books and records. The City will have the right (but not the obligation) at any reasonable time and upon reasonable notice to the Developer to have access to the Project and the Developer's books and records on the Project, including the Guest Tax rebate amounts paid to Developer.

Section 6.08. Quarterly Reporting Requirements. The Developer will submit to the City and the City's Convention and Visitor's Bureau a quarterly report (the "**Quarterly Reports**") that will include, but is not limited to the number of meetings and conventions solicited, the number of meetings and convention days and nights booked at the Project, and marketing expenditures. The Quarterly Reports will be submitted by the 15th of the month following the close of each calendar quarter, commencing with the first full quarter after operations of the Conference Center begin.

Section 6.09. Initial TGT Term; Additional TGT Term. The "**Initial TGT Term**" will begin on the Effective Date and end on the 10th anniversary of the Effective Date. So long as the Developer remains in compliance with this Agreement, within 90 days prior to the 9th anniversary of the Effective Date Developer may notify the City Manager in writing to request to extend the term of the Guest Tax rebate program for the Additional TGT Term. The "**Additional TGT Term**" will commence on the 10th anniversary of the Effective Date and continue for a term of 10 years, ending on the 20th anniversary of the Effective Date.

ARTICLE VII

USE OF THE PROPERTY

Section 7.01. Tenants and Land Use Restrictions. At all times while this Agreement is in effect:

(a) **No Sexually-Oriented Businesses.** The Developer and any tenants or landowners of the Project Site will not conduct any sexually-oriented businesses.

(b) **Tenant Qualifications and Prohibited Uses.** The Developer and any tenants of the Project will be subject to the land use guidelines of the City's zoning code. No prohibited uses as set forth in the City's zoning code will be allowed within the Project or the Project Site.

Section 7.02. Ongoing Performance Standards. The Project must achieve the following ongoing performance standards:

(a) **Continuous Operation.** The Hotel and the Conference Center may not suffer an interruption in its operations longer than 30 consecutive days or 60 days in any calendar year in the aggregate, subject to force majeure or other Excusable Delays. If the Hotel or Conference Center operations are interrupted in violation of this **Section**, the City can cease all remaining incentives, including reimbursement of Certificates of CID Eligible Project Costs previously submitted, termination of the City's efforts to identify the Bond Financed Portion of the Property as Exempt Property, and terminate this Agreement.

(b) **Maintenance.** Developer will maintain the Project, public access drives (other than those dedicated and accepted as public streets), the parking areas, landscape areas, and open space areas within the Project Site to the reasonable satisfaction of the City. Developer will repair any and all damage to such areas in a timely manner in accordance with all applicable codes and property maintenance standards required by the City.

(c) **Operations.** The Project will comply with all applicable building and zoning, health, environmental and safety codes and laws and all other applicable laws, rules and regulations. The Developer will, at its own expense, secure or cause to be secured any and all permits which may be required by the City and any other governmental agency having jurisdiction for the construction and operation of the Project, including but not limited to obtaining all necessary rental licenses and paying any necessary fees to obtain required permits and licenses.

Section 7.03. Copies of All Leases and Agreements. The City and its duly authorized agents shall have the right at reasonable times (during business hours), and upon reasonable notice to inspect copies of all leases, sale contracts and other material agreements between the Developer and any third party relating to the Project at the principal business office of the Developer, in a manner that maintains the confidentiality of such leases and agreements.

Section 7.04. Sales Tax Information.

(a) **List of Occupants.** The Developer will provide the City Manager written notice of all current tenants (excluding overnight hotel guests) of the Project (i) within thirty (30) days of the opening or closing for business of any business within the Project, and (ii) at all other times upon the written request of the City Manager.

(b) **Monthly Reports.** The Developer agrees to use reasonable business efforts to cause all assignees, purchasers, tenants, subtenants (excluding overnight hotel guests) or any other entity acquiring property or occupancy rights in the CID to be obligated by written contract (lease agreement or other enforceable document) to provide to the City Manager simultaneously with submission to the Kansas Department of Revenue the monthly sales tax returns for their facilities in the CID. This obligation will be a covenant running with the land and will be enforceable against all businesses operating in the CID and will only terminate upon the passage by the City of an ordinance terminating the CID or the expiration of the CID Term. The Developer hereby agrees that each such lease agreement will provide that the City is an intended third party beneficiary of such provisions and has a separate and independent right to enforce such provisions directly against such tenant or purchaser.

(c) **Confidentiality.** To the extent it may legally do so, information obtained pursuant to this Section shall be kept confidential by the City in accordance with K.S.A. 79-3657.

(d) **Waiver and Release of Information.** The Developer agrees to obtain waivers consenting to the release by the City of aggregate sales tax revenues generated within the CID from all assignees, purchasers, tenants, subtenants or any other entity acquiring property or occupancy rights in the CID throughout the CID Term contemporaneously with the acquisition of such property or occupancy rights.

Section 7.05. Taxes, Assessments, Encumbrances and Liens.

(a) ***Taxes and Assessments.*** So long as the Developer owns any of the Project Site, the Developer will pay when due all real estate taxes and assessments on such property. Nothing herein will be deemed to prohibit the Developer from contesting the validity or amounts of any tax, assessment, encumbrance or lien, nor to limit the remedies available to the Developer in respect thereto. The Developer and any other owners of the Project Site will promptly notify the City in writing of any protest of real estate taxes or valuation of any portion of the Project Site.

(b) ***Liens and Encumbrances.*** Subject to **Section 7.06**, Developer agrees that no mechanics' or other liens will be established or remain against the Project, or the funds in connection with any of the Project, for labor or materials furnished in connection with any acquisition, construction, additions, modifications, improvements, repairs, renewals or replacements so made. However, the Developer will not be in default if mechanics' or other liens are filed or established and the Developer contests in good faith said mechanics' liens and in such event may permit the items so contested to remain undischarged and unsatisfied during the period of such contest and any appeal therefrom. The Developer hereby agrees and covenants to indemnify and hold harmless the City in the event any liens are filed against the Project as a result of acts of the Developer, its agents or independent contractors.

Section 7.06. Financing During Construction.

(a) ***No Encumbrances Except Mortgages during Construction.*** Notwithstanding any other provision of this Agreement, mortgages are permitted for the acquisition, construction, renovation, improvement, equipping, repair and installation of the Project and to secure permanent financing thereafter. However, nothing contained in this paragraph is intended to permit or require the subordination of general property taxes, special assessments or any other statutorily authorized governmental lien to be subordinate in the priority of payment to such mortgages.

(b) ***Holder Not Obligated to Construct Improvements.*** The holder of any mortgage authorized by this Agreement will not be obligated by the provisions of this Agreement to construct or complete the Project or to guarantee such construction or completion. Nothing in this Agreement will be deemed to construe, permit or authorize any such holder to devote the Project to any uses or to construct any improvements thereon, other than those uses or improvements provided for or authorized by this Agreement.

(c) ***Construction Period.*** The restrictions on Developer financing in this Section are intended to and will apply only to financing during the construction period of the Project and any financing obtained in connection therewith. Nothing in this Agreement is intended or will be construed to prevent the Developer from obtaining any financing for the Project or any aspect thereof.

ARTICLE VIII

ASSIGNMENT; TRANSFER

Section 8.01. Transfer of Obligations.

(a) ***City Consent Required.*** The rights, duties and obligations hereunder of the Developer may not be assigned, in whole or in part, to another entity, without the prior approval of

the Governing Body, such approval not to be unreasonably withheld, conditioned, or delayed, by resolution following verification by the City Attorney that the assignment complies with the terms of this Agreement. Any proposed assignee shall have qualifications and financial responsibility, as reasonably determined by the City Manager, necessary and adequate to fulfill the obligations of the Developer. Any proposed assignee will, by instrument in writing, for itself and its successors and assigns, and expressly for the benefit of the City, assume all of the obligations of the Developer under this Agreement and agree to be subject to all the conditions and restrictions to which the Developer is subject. The Developer will not be relieved from any obligations set forth herein unless and until the City specifically agrees to release the Developer. Notwithstanding the foregoing, Developer may assign its rights, duties and obligations hereunder without consent to an entity controlled by or under common control of Developer, a subsidiary of Developer or an affiliate of Developer.

(b) ***Successors and Assigns.*** The Parties' obligations pursuant to this Agreement, unless earlier satisfied, will inure to and be binding upon the heirs, executors, administrators, successors and assigns of the respective Parties as if they were in every case specifically named and will be construed as a covenant running with the land, enforceable against the purchasers or other transferees as if such purchaser or transferee were originally a party and bound by this Agreement. Notwithstanding the foregoing, no tenant of any part of the Project will be bound by any obligation of the Developer solely by virtue of being a tenant; provided, however, that no transferee or owner of property within the Project except the Developer will be entitled to any rights whatsoever or claim upon the CID Revenues as set forth herein, except as specifically authorized in writing by the Developer.

(c) ***Security Interests.*** The foregoing restrictions on assignment, transfer and conveyance shall not apply to any security interest granted to secure indebtedness to any construction or permanent lender.

Section 8.02. Corporate Reorganization. Nothing herein will prohibit (or require City approval to allow) Developer from forming additional development or ownership entities to replace or joint venture with Developer for the purpose of business and/or income tax planning; provided that Developer, or an entity controlled by Developer, owns not less than 75% of any new or restructured company.

ARTICLE IX

GENERAL COVENANTS

Section 9.01. Indemnification of City.

(a) Developer agrees to indemnify and hold the City, its employees, agents and independent contractors and consultants (collectively, the "City Indemnified Parties") harmless from and against any and all suits, claims, costs of defense, damages, injuries, liabilities, judgments, costs and/or expenses, including court costs and reasonable attorney's fees, resulting from, arising out of, or in any way connected with:

(1) The Developer's actions and undertaking in implementation of the Project or this Agreement; and

(2) The negligence or willful misconduct of Developer, its employees, agents or independent contractors and consultants in connection with the management, design, development, redevelopment, construction, and operation of the Project.

(3) Any delay or expense resulting from any litigation filed against the Developer by any member or shareholder of the Developer, any prospective investor, prospective partner or joint venture partner, lender, co-proposer, architect, contractor, consultant or other vendor.

This section will not apply to willful misconduct or negligence of the City or its officers, employees or agents. This section includes, but is not limited to, any repair, cleanup, remediation, detoxification, or preparation and implementation of any removal, remediation, response, closure or other plan (regardless of whether undertaken due to governmental action) concerning any hazardous substance or hazardous wastes including petroleum and its fractions as defined in (i) the Comprehensive Environmental Response, Compensation and Liability Act (“CERCLA”; 42 U.S.C. Section 9601, et seq.), (ii) the Resource Conservation and Recovery Act (“RCRA”; 42 U.S.C. Section 6901 et seq.) and (iii) Article 34, Chapter 65, K.S.A. and all amendments thereto, at any place where Developer owns or has control of real property pursuant to any of Developer’s activities under this Agreement. The foregoing indemnity is intended to operate as an agreement pursuant to Section 107 (e) of CERCLA to assure, protect, hold harmless and indemnify the City and the City Indemnified Parties from liability.

(b) In the event any suit, action, investigation, claim or proceeding (collectively, an “Action”) is begun or made as a result of which the Developer may become obligated to one or more of the City Indemnified Parties hereunder, any one of the City Indemnified Parties will give prompt notice to the Developer of the occurrence of such event.

(c) The right to indemnification set forth in this Agreement will survive the termination of this Agreement.

Section 9.02. Insurance. Developer will maintain or cause to be maintained insurance with respect to the Project covering such risks that are of an insurable nature and of the character customarily insured against by organizations operating similar properties and engaged in similar operations (including but not limited to property and casualty, worker’s compensation and general liability) and in such amounts as, in the reasonable judgment of Developer, are adequate to protect the Developer and the Project. Throughout the term of this Agreement, Developer agrees to provide the City upon request evidence of property insurance and a certificate of liability insurance demonstrating compliance with this **Section 9.02**.

Section 9.03. Obligation to Restore.

(a) **Restoration of Project by Developer.** The Developer hereby agrees that if any portion of the Project owned by Developer is damaged or destroyed, in whole or in part, by fire or other casualty, the Developer will promptly restore, replace or rebuild the same, or will promptly cause the same to be restored, replaced or rebuilt, to as nearly as possible the value, quality and condition it was in immediately prior to such fire or other casualty, with such alterations or changes as may be approved in writing by the City, which approval will not be unreasonably withheld. In the event of damage or destruction by fire or other casualty to any of the Project owned by Developer, irrespective of the amount of such damage or destruction, Developer will make the property safe and in compliance with all applicable laws as provided herein.

(b) **Restoration of Project by Third Parties.** If any portion of the Project controlled by an owner, lessee or sublessee other than Developer is damaged or destroyed, in whole or in part, by fire or other casualty, such owner, lessee or sublessee will promptly restore, replace or rebuild the same (or will promptly cause the same to be restored, replaced or rebuilt) to as nearly as possible the value, quality and condition it was in immediately prior to such fire or other casualty, with such alterations or changes as may be approved in writing by the Developer and the City, which approval will not be unreasonably withheld. This obligation will be a covenant running with the land and will be enforceable against all businesses operating in the Project and will only terminate upon the passage by the City of an ordinance terminating this Agreement or the expiration of this Agreement. Every owner, lessee, sublessee or occupant in the Project acknowledges, by accepting a deed, lease, sublease or other occupancy right in the Project, that the City is an intended third-party beneficiary of such provisions and has a separate and independent right to enforce such provisions directly against such owner, lessee, sublessee or occupant.

(c) **Enforcement.** The restrictions set forth in this Section are for the benefit of the City and may be enforced by the City by a suit for specific performance or for damages, or both.

Section 9.04. Non-liability of Officials, Employees, and Agents of the City. Except for fraudulent or criminal acts, no recourse will be had for the reimbursement of the CID Eligible Project Costs or for any claim based thereon or upon any representation, obligation, covenant or agreement contained in this Agreement against any past, present or future official, officer, employee or agent of the City, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such officials, officers, employees or agents as such is hereby expressly waived and released as a condition of and consideration for the execution of this Agreement.

ARTICLE X

DEFAULTS AND REMEDIES

Section 10.01. Developer Event of Default. A “Developer Event of Default” means (i) a default of the Developer under the Project Lease or (ii) a default in the performance of any obligation or breach of any covenant or agreement of the Developer in this Agreement and continuance of such default or breach for a period of 30 days after City has delivered to Developer a written notice specifying such default or breach and requiring it to be remedied; provided, that if such default or breach cannot be fully remedied within such 30-day period, but can reasonably be expected to be fully remedied and Developer is diligently attempting to remedy such default or breach, such default or breach will not constitute a Developer Event of Default if Developer promptly upon receipt of such notice diligently attempts to remedy such default or breach and thereafter prosecutes and completes the same with due diligence and dispatch.

Section 10.02. City Event of Default. A “City Event of Default” means a default in the performance of any obligation or breach of any covenant or agreement of the City in this Agreement and continuance of such default or breach for a period of 30 days after there has been given to the City by the Developer a written notice specifying such default or breach and requiring it to be remedied; provided, that if such default or breach cannot be fully remedied within such 30-day period, but can reasonably be expected to be fully remedied and the City is diligently attempting to remedy such default or breach, such default or breach will not constitute a City Event of Default if the City immediately upon receipt of such notice diligently attempts to remedy such default or breach and thereafter prosecutes and completes the same with due diligence and dispatch.

Section 10.03. Remedies Upon a Developer Event of Default.

(a) Upon the occurrence and continuance of a Developer Event of Default, the City will have the following rights and remedies, in addition to any other rights and remedies provided under this Agreement or by law:

(1) The City will have the right to terminate this Agreement or terminate Developers' rights under this Agreement.

(2) The City may refuse to approve any further Certificates of CID Eligible Project Costs or withhold or refuse to make any disbursements from the CID Fund.

(3) The City may terminate its efforts to identify the Bond Financed Portion of the Property as Exempt Property.

(4) The City may refuse to rebate any further Guest Taxes.

(5) The City may pursue any available remedy at law or in equity by suit, action, mandamus or other proceeding to enforce and compel the performance of the duties and obligations of the Developer as set forth in this Agreement, to enforce or preserve any other rights or interests of the City under this Agreement or otherwise existing at law or in equity and to recover any damages incurred by the City resulting from such Developer Event of Default.

(b) Upon termination of this Agreement for any reason, the City will have no obligation to reimburse Developer for any amounts advanced under this Agreement or costs otherwise incurred or paid by Developer. Such termination will be effective immediately following delivery of written notice to the Developer from the City. Upon the termination of this Agreement, the Developer will make a payment to the City (or as the City may otherwise direct) in an amount equal to the sum of (i) the pro rata amount of any taxes that would be due for the remaining portion of the current calendar year assuming the Bond Financed Portion of the Project were not Exempt Property, and (ii) the amount of any costs and attorneys' fees incurred by the City as a result of the Event of Default and in enforcing this Agreement.

(c) If the City has instituted any proceeding to enforce any right or remedy under this Agreement by suit or otherwise, and such proceeding has been discontinued or abandoned for any reason, or has been determined adversely to the City, then and in every case the City and the Developer will, subject to any determination in such proceeding, be restored to their former positions and rights hereunder, and thereafter all rights and remedies of the City will continue as though no such proceeding had been instituted.

(d) The exercise by the City of any one remedy will not preclude the exercise by it, at the same or different times, of any other remedies for the same default or breach. No waiver made by the City will apply to obligations beyond those expressly waived.

(e) Any delay by the City in instituting or prosecuting any such actions or proceedings or otherwise asserting its rights under this Section will not operate as a waiver of such rights or limit it in any way. No waiver in fact made by the City of any specific default by the Developer will be considered or treated as a waiver of the rights with respect to any other defaults, or with respect to the particular default except to the extent specifically waived.

Section 10.04. Remedies Upon a City Event of Default. Upon the occurrence and continuance of a City Event of Default, the only remedy that may be sought from the City is strictly limited to use, as applicable, of available amounts in the CID Fund to pay CID Eligible Project Costs (i.e., the City can have no liability under this Agreement that in any way extends to its general or tax funds, or any other source of funds apart from the CID Fund), except that, in case of any diversion by the City of amounts in the CID Fund in breach of this Agreement, the City will be obligated to restore such diverted revenues, dollar for dollar, from any lawfully available source of appropriations.

Section 10.05. Limited Damages. Notwithstanding any other provision of this Agreement to the contrary, in no event will the Developer or the City ever be liable for any punitive, special, incidental, or consequential damages in connection with this Agreement, or otherwise. For the purposes of this **Section 10.05**, consequential damages include, but are not limited to, lost profits, lost tax revenue, or other similar losses which are not direct out-of-pocket costs incurred by any non-defaulting Party.

Section 10.06. Excusable Delays. Neither the City nor the Developer will be deemed to be in default of this Agreement because of an Excusable Delay.

Section 10.07. Legal Actions. Any legal actions related to or arising out of this Agreement must be instituted in the District Court of Lyon County, Kansas or, if federal jurisdiction exists, in the United States District Court for the District of Kansas.

ARTICLE XI

GENERAL PROVISIONS

Section 11.01. Mutual Assistance. The City and the Developer agree to take such actions, including the execution and delivery of such documents, instruments, petitions and certifications as may be reasonably necessary or appropriate to carry out the terms, provisions and intent of this Agreement and to reasonably aid and assist each other in carrying out said terms, provisions and intent.

Section 11.02. Effect of Violation of the Terms and Provisions of this Agreement; No Partnership. The City is deemed the beneficiary of the terms and provisions of this Agreement, for and in its own rights and for the purposes of protecting the interests of the community and other parties, public or private, whose favor and for whose benefit this Agreement and the covenants running with the land have been provided. The Agreement will run in favor of the City, without regard to whether the City has been, remains or is an owner of any land or interest therein in the Project or the Project Site. The City will have the right, if the Agreement or covenants are breached, to exercise all rights and remedies, and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breaches to which it or any other beneficiaries of this Agreement and covenants may be entitled. Nothing contained herein will be construed as creating a partnership between the Developer and the City.

Section 11.03. Time of Essence. Time is of the essence of this Agreement. The Parties will make every reasonable effort to expedite the subject matters hereof and acknowledge that the successful performance of this Agreement requires their continued cooperation.

Section 11.04. Amendments. This Agreement may be amended only by the mutual consent of the Parties, by the adoption of a resolution of the City approving said amendment, as provided by law, and by the execution of said amendment by the Parties or their successors in interest.

Section 11.05. Agreement Controls. The Parties agree that the CID will be implemented as agreed in this Agreement. This Agreement specifies the rights, duties and obligations of the City and Developer with respect to constructing the Project, the payment of CID Eligible Project Costs and all other methods of implementing the CID. The Parties further agree that this Agreement contains provisions that are in greater detail than as set forth in the CID Ordinance and that expand upon the estimated and anticipated sources and uses of funds to implement the CID. Nothing in this Agreement will be deemed an amendment of the CID. Except as otherwise expressly provided herein, this Agreement supersedes all prior agreements, negotiations and discussions relative to the subject matter hereof and is a full integration of the agreement of the Parties.

Section 11.06. Conflicts of Interest.

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

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

Section 11.07. Term. Unless earlier terminated as provided herein, this Agreement will remain in full force and effect until the expiration of the CID Term, the Exempt Period, the Initial TGT Term, and the Additional TGT Term (if applicable).

Section 11.08. Validity and Severability. It is the intention of the parties that the provisions of this Agreement will be enforced to the fullest extent permissible under the laws and public policies of State of Kansas, and that the unenforceability (or modification to conform with such laws or public policies) of any provision hereof shall not render unenforceable, or impair, the remainder of this Agreement. Accordingly, if any provision of this Agreement will be deemed invalid or unenforceable in whole or in part, this Agreement will be deemed amended to delete or modify, in whole or in part, if necessary, the invalid or unenforceable provision or provisions, or portions thereof, and to alter the balance of this Agreement in order to render the same valid and enforceable.

Section 11.09. Required Disclosures. The Developer will immediately notify the City of the occurrence of any material event which would cause any of the information furnished to the City by the Developer in connection with the matters covered in this Agreement to contain any untrue statement of any material fact or to omit to state any material fact required to be stated therein or necessary to make any statement made therein, in the light of the circumstances under which it was made, not misleading.

Section 11.10. Tax Implications. The Developer acknowledges and represents that (1) neither the City nor any of its officials, employees, consultants, attorneys or other agents has provided to the Developer any advice regarding the federal or state income tax implications or consequences of this Agreement and the transactions contemplated hereby, and (2) the Developer is relying solely upon its own tax advisors in this regard.

Section 11.11. Authorized Parties. Whenever under the provisions of this Agreement and other related documents, instruments or any supplemental agreement, a request, demand, approval, notice or consent of the City or the Developer is required, or the City or the Developer is required to agree or to take some action at the request of the other Party, such approval or such consent or such request will be given for the City, unless otherwise provided herein, by the City Representative and for the Developer by any officer of Developer so authorized; and any person will be authorized to act on any such agreement, request, demand, approval, notice or consent or other action and neither Party will have any complaint against the other as a result of any such action taken. The City Representative may seek the advice, consent or approval of the Governing Body before providing any supplemental agreement, request, demand, approval, notice or consent for the City pursuant to this Section.

Section 11.12. Notice. All notices and requests required pursuant to this Agreement will be sent as follows:

To the City:

City Hall
Attn: City Manager
518 Mechanic Street
Emporia, Kansas 66801

with a copy to:

City Hall
Attn: City Attorney
518 Mechanic Street
Emporia, Kansas 66801

and

Gilmore & Bell, P.C.
Attn: Dominic Eck
100 North Main
Suite 800
Wichita, Kansas 67202

To the Developer

Fairview Hotels LLC
Attn: Sanjay Koshiya
1645 Swift Street
North Kansas City, Missouri 64116

with a copy to:

Kreamer Arney Wait & Bottaro LC
Attn: Kevin D. Wait
7450 W. 130th Street, Suite 140
Overland Park, Kansas 66213

or at such other addresses as the Parties may indicate in writing to the other either by personal delivery, courier, or by registered mail, return receipt requested, with proof of delivery thereof. Mailed notices will be deemed effective on the third day after mailing; all other notices will be effective when delivered.

Section 11.13. Kansas Law. This Agreement will be governed by and construed in accordance with the laws of the State of Kansas.

Section 11.14. Counterparts. This Agreement may be executed in several counterparts, each of which will be an original and all of which will constitute but one and the same agreement.

Section 11.15. Recordation of Agreement. The Parties agree to execute and deliver an original of this Agreement and any amendments or supplements hereto, in proper form for recording and/or indexing in the appropriate land or governmental records, including, but not limited to, recording in the real estate records of Lyon County, Kansas. This Agreement will be promptly recorded by the City at Developer's cost after execution, and proof of recording will be provided to the Developer.

Section 11.16. Consent or Approval. Except as otherwise provided in this Agreement, whenever the consent, approval or acceptance of either Party is required hereunder, such consent, approval or acceptance will not be unreasonably withheld, conditioned or unduly delayed.

Section 11.17. Electronic Transactions. The transaction described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents will be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 11.18. Cash Basis and Budget Laws. The Parties acknowledge and agree that the ability of the City to enter into and perform certain financial obligations pursuant to this Agreement are subject to the K.S.A. 10-1101 *et seq.* and K.S.A. 79-2935 *et seq.*

[BALANCE OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the City and the Developer have duly executed this Agreement pursuant to all requisite authorizations as of the date first above written.

CITY OF EMPORIA, KANSAS

By: _____
Mayor

ATTEST:

City Clerk

STATE OF KANSAS)
) ss.
COUNTY OF LYON)

On this ____ day of _____, 2024, before me personally appeared Danny Giefer, personally known, who being by me duly sworn did say that he is the Mayor of the City of Emporia, Kansas, and that said instrument was signed and delivered on behalf of said municipal corporation and acknowledged to me that he executed the same as the free act and deed of said municipal corporation.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public

[SEAL]

By: _____
Name: _____
Title: _____

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EXHIBIT A

LEGAL DESCRIPTION OF PROJECT SITE

Lots 7, 8 and 9, in Block 2, in Eaglecrest Fourth Subdivision to the City of Emporia, Lyon County, Kansas,
according to the recorded plat thereof

(commonly known as 3010 Eaglecrest Drive)

EXHIBIT B
MAP OF PROJECT SITE

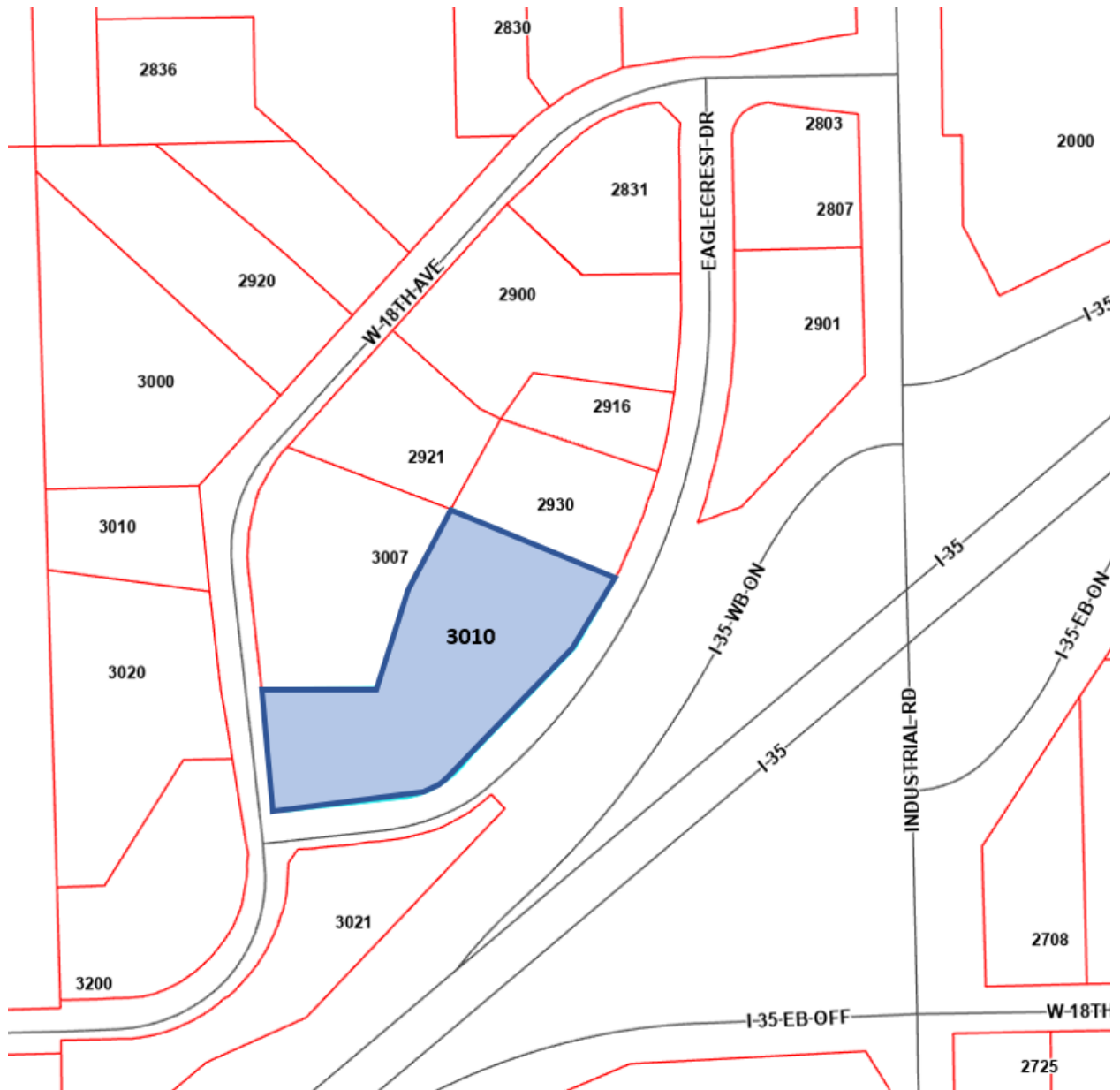


EXHIBIT C

LEGAL DESCRIPTION OF CID

The following described property located in the City of Emporia, Lyon County, Kansas:

Parcel A (commonly known as 2900 Eaglecrest Drive):

Lot 11, Block 2 in Eaglecrest Fourth Subdivision to the City of Emporia, Lyon County, Kansas, EXCEPT the following tract:

Beginning at the Southeast Corner of said Lot 11; thence North 71 degrees 01 minutes 40 seconds West on the Southerly line of said Lot 11 for a distance of 249.88 feet to the Southwest Corner of said Lot 11; thence North 35 degrees 41 minutes 10 seconds East on the Westerly line of said Lot 11 for a distance of 83.75 feet; thence South 81 degrees 58 minutes 30 seconds East for a distance of 217.29 feet to the Easterly line of said Lot 11; thence along the Westerly line of 18th Avenue on a curve to the right with a chord that bears South 13 degrees 07 minutes 03 seconds West of an arc distance of 122.20 feet and to the point of beginning.

and

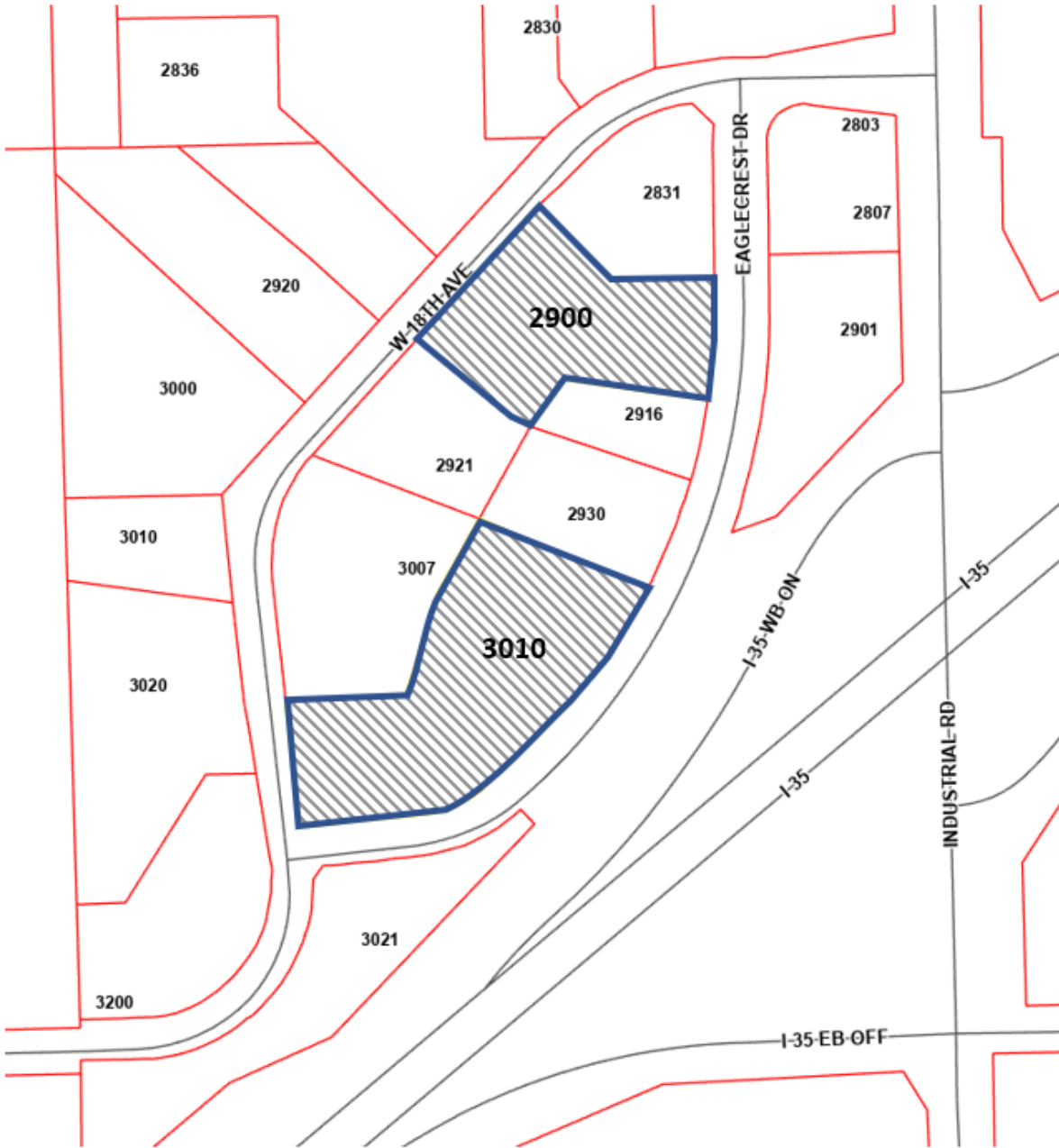
Lots 2 and 3, Block 2, Eaglecrest Fourth Subdivision to the City of Emporia, Lyon County, Kansas, EXCEPT the following tract:

Commencing at the West Corner of Lot 3; thence along the Northwest line of Lot 3 North 43 degrees 09 minutes 57 seconds East, 50 feet; thence Southeast to a point on the South line of said Lot 3, said point being North 62 degrees 30 minutes 00 seconds West, 32.94 feet from the Southerly Corner of said Lot 3; thence along the Southwest line of said Lot 3, being the Northeast line of Lot 4, Block 2, Eaglecrest Fourth Subdivision, North 62 degrees 30 minutes 00 seconds West, 184.18 feet to the point of beginning.

Parcel B (commonly known as 3010 Eaglecrest Drive):

Lots 7, 8 and 9, in Block 2, in Eaglecrest Fourth Subdivision to the City of Emporia, Lyon County, Kansas, according to the recorded plat thereof.

EXHIBIT D
MAP OF CID



Property within the District:



EXHIBIT E

PROJECT BUDGET

Development Budget

PROJECT:
NUMBER OF UNITS:
TOTAL SQ. FT

Fairfield Inn & Conference center By Marriott Budget estimate

88
60,000

USE OF FUNDS

BUDGET

Land	\$1,100,000
Building Demo	\$250,000
Construction	10,000,000
FF&E	3,000,000
Opning supply and package	200,000
Closing Cost, Title Ins. Recording, Legal	100,000
Bank 3rd Party Inspections	20,000
Development & Mgt fee	500,000
Interest During Construction	600,000
Real Estate Tax During Construction & Insurance	150,000
Working Capital Reserve	200,000
Franchise Fee	75,000
Preopening Salaries/Training	100,000
Debt Service Reserves	500,000
Architecture / Structural / Civil / ID	350,000
City permit & other fees	50,000
TOTAL USE OF FUNDS	\$17,195,000

EXHIBIT F

FORM OF CERTIFICATE OF CID ELIGIBLE PROJECT COSTS

CERTIFICATE OF CID ELIGIBLE PROJECT COSTS

TO: City of Emporia, Kansas
Attention: City Manager

Re: Fairview Hotels LLC – CID

Terms not otherwise defined herein shall have the meaning ascribed to such terms in the Development Agreement dated as of [Dated Date] (the “Agreement”) between the City and the Developer.

In connection with the Agreement, the undersigned hereby states and certifies that:

1. Attached hereto as *Schedule 1* is (a) a summary sheet detailing costs requested to be reimbursed, which are CID Eligible Project Costs; and (b) itemized invoices, receipts or other information confirming that such costs have been paid by Fairview Hotels LLC (“Developer”) and qualifies as a CID Eligible Project Cost, all as required by **Section 4.04** of the Agreement.
2. Each item listed on *Schedule 1* hereto is a CID Eligible Project Cost and was incurred after [CID Creation Date] in connection with the construction of the Project.
3. These CID Eligible Project Costs have been paid by Developer and are reimbursable under the Agreement.
4. Each item listed on *Schedule 1* has not previously been paid or reimbursed from money derived from the CID Fund, and no part thereof has been included in any other certificate previously filed with the City.
5. There has not been filed with or served upon Developer any notice of any lien, right of lien or attachment upon or claim affecting the right of any person, firm or corporation to receive payment of the amounts stated in this request, except to the extent any such lien is being contested in good faith.
6. All necessary permits and approvals required for the work for which this certificate relates were issued and were in full force and effect at the time such work was being performed.
7. All work for which payment or reimbursement is requested has been performed in a good and workmanlike manner and in accordance with the Agreement.
8. Developer is not in default or breach of any term or condition of the Agreement, and no event has occurred and no condition exists which constitutes a Developer Event of Default under the Agreement.
9. All of Developer’s representations set forth in the Agreement remain true and correct as of the date hereof.

Dated this _____ day of _____, 20____.

FAIRVIEW HOTELS LLC

By: _____
Name: _____
Title: _____

Approved for Payment this _____ day of _____, 20____.

CITY OF EMPORIA, KANSAS

By: _____
Name: _____
Title: _____

EXHIBIT G

CERTIFICATE OF FULL COMPLETION

*Pursuant to **Section 3.06** of the Agreement, the City will, within thirty (30) days following delivery of this Certificate, carry out such inspections as it deems necessary to verify to its reasonable satisfaction the accuracy of the certifications contained in this Certificate.*

CERTIFICATE OF FULL COMPLETION

The undersigned, Fairview Hotels LLC (the “Developer”), pursuant to that certain Development Agreement dated as of [Dated Date], between the City of Emporia, Kansas (the “City”) and Fairview Hotels LLC (the “Agreement”), hereby certifies to the City as follows:

Terms not otherwise defined herein shall have the meaning ascribed to such terms in the Development Agreement.

1. That as of _____, 20____, the construction, renovation, repairing, equipping and constructing of the Developer Improvements (as such term is defined in the Agreement) has been completed in accordance with the Agreement.

2. The Developer Improvements have been completed in a workmanlike manner and in accordance with the Construction Plans.

3. Lien waivers for the Developer Improvements have been obtained, or, to the extent that a good faith dispute exists with respect to the payment of any construction cost with respect to the Developer Improvements, Developer has provided the City with a bond or other security reasonably acceptable to the City.

4. This Certificate of Full Completion is accompanied by (a) the project architect’s certificate of substantial completion on AIA Form G-704 (or the substantial equivalent thereof), a copy of which is attached hereto as Appendix A and by this reference incorporated herein), ratifying that the Developer Improvements have been substantially completed in accordance with the Agreement; and (b) a copy of the Certificate(s) of Occupancy issued by the City building official with respect to each building to be constructed as part of the Developer Improvements.

5. This Certificate of Full Completion is being issued by Developer to the City in accordance with the Agreement to evidence the Developer’s satisfaction of all obligations and covenants with respect to the Developer Improvements.

6. The City’s acceptance and the recordation of this Certificate with the Lyon County Register of Deeds, will evidence the satisfaction of the Developer’s agreements and covenants to construct the Developer Improvements.

[Remainder of page intentionally blank.]

IN WITNESS WHEREOF, the undersigned has hereunto set his/her hand this ____ day of _____, ____.

FAIRVIEW HOTLS LLC

By: _____

Name: _____

Title: _____

ACCEPTED:

CITY OF EMPORIA, KANSAS

By: _____

Name: _____

Title: _____



Commission Action Report

2024 Spring Landfill Days

Title: 2024 Spring Landfill Days

Agenda Date: April 16, 2024

Presented By: Dean Grant, Public Works Director

Background:

The City Manager's office received a request to offer "2024 Spring Landfill Days" at the Emporia/Lyon County Transfer Station.

Discussion:

The "2024 Spring Landfill Days" will be held from April 27th to May 5th. The following rules for this event are as follows:

- Patrons will be limited to one trip utilizing their April electric bill.
- Loads over 1,000 pounds will be charged at normal tipping fee rates.
- Vehicle size will be limited to passenger cars and trucks weighing one tone or less and trailers.
- Commercial industries and businesses are not eligible.
- Tires and appliances containing refrigerant will be charged the normal rates.
- All loads must be secured or covered to avoid penalty fees.

Financial considerations:

N/A

Recommended action:

Approve 2024 Spring Landfill Days at the Emporia/Lyon County Transfer Station from April 27th to May 5th.

Attachments:

2024 Spring Landfill Days flyer

2024 SPRING LANDFILL DAYS



APRIL 27 - MAY 5

LIMIT OF ONE TRIP

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

FIRST 1,000 POUNDS FREE

The first 1,000 pounds are free of charge. Additional materials over 1,000 pounds will be charged at the normal rate as set by Ordinance 20-31.

City of Emporia/Lyon County Transfer Station

3100 W. South Avenue, Emporia

Hours of Operation

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

1:00 pm to 5:00 pm, Sunday

REGULATIONS

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



Emporia
Kansas
Public Works Department



620-340-6339



www.emporiaks.gov/sanitation



Commission Action Report

Financials and Permits

Title: Financials and Permits
Agenda Date: April 16, 2024
Presented By: Trey Cocking, City Manager

Background:

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

The following is general information for the month of March 2024 for the community:

Monthly Local Retail Sales Tax Receipts Update

	2023	2024	
	\$ 542,877.36	\$ 484,151.40	Decrease of \$58,725.96 for the month, and
YTD	\$ 1,656,865.28	\$1,599,435.22	Overall decrease of 3.59% from year 2023.

City Share from County Tax

	2023	2024	
	\$ 276,038.36	\$ 245,473.88	Decrease of \$30,564.48 for the month, and
YTD	\$ 867,838.02	\$ 815,518.47	Overall decrease of 6.42% from year 2023.

Building Permits issued from 3/1/2024 to 3/31/2024 for new construction, remodeling/repairs and demolition.

Total number of building permits issued through Code Services:	70
Total of valuations associated with those building permits:	\$10,550,111.49
Total number of dollars collected for Building Permit Fees:	\$ 37,588.50
Construct – Single-family dwellings	7
Demo – Single-family dwellings	0

Flint Hills Mall CID for March 2024	\$ 10,479.97
YTD	\$ 51,425.53

Pavilions CID for March 2024	\$ 12,269.02
CID #2	\$ 12,257.78
YTD	\$ 94,597.49



DATE: April 10, 2024
TO: City Commissioners
FROM: Janet Harrouff
SUBJECT: Budget Comparison

The **General Fund** Income Statement for the three-month period ended March 31, 2024, has been reviewed and the significant budget variations have been explained below.

Revenue:

Ad Valorem Tax: \$131,086 higher than YTD budget

Sales Tax: \$185,065 lower than YTD Budget.

City Sales Tax: \$155,546 lower

County Wide Tax: \$29,608 lower

Franchise tax: \$54,664 lower than YTD Budget

Electric - \$83,303 lower

Gas - \$26,212 higher

Cablevision - \$5,056 higher

Expense

Personnel Services: \$27,050 lower than YTD budget

Maintenance & Repair: \$86,892 lower than YTD budget

Software: \$25,451 higher

Hardware: \$11,181 lower

Buildings: \$28,366 lower

Equipment: \$51,382 lower

Vehicles: \$15,485 lower

Commodities: \$77,195 lower than YTD budget

Office Supplies - \$4,043 lower

Motor Fuels - \$12,601 lower

Materials - \$9,211 higher

Airport fuel purchases - \$65,150 lower

Ambulance Supplies - \$9,354 lower
Chemicals - \$21,743 lower
Golf Pro Shop Merchandise - \$15,909 higher

Total revenues for the three-month period ended March 31, 2024, were \$159,273 over the YTD budget while expenses were \$1,049,175 under the YTD Budget. Therefore, the General Fund experienced operating results of \$1,208,448 more favorable than the YTD Budget.

I have reviewed the **Water Fund** Income Statement for the three-month period ended March 31, 2024. The significant budget variations have been explained below.

Revenue

Sale of Water: \$50,600 over YTD budget.

Non-Operating Revenue: \$954,263 was received from a State Loan draw down for water main projects.

Expense

Maintenance & Repair: \$188,858 over YTD budget
Equipment - \$178,816 higher

Commodities: \$651,063 over YTD budget
Motor Fuels - \$5,304 higher
Chemicals - \$630,670 higher
Office Machines - \$8,415 higher
Software - \$3,225 higher
Tools - \$3,972 higher

Capital Outlay: \$995,000 lower than YTD budget due to not purchasing items.

Contractual Services: \$93,475 higher than YTD budget
Contractual Services - \$5,386 higher
Equipment Rentals - \$80,304 higher
Lease agreements - \$11,682 higher

Total revenues for the three-month period ended March 31, 2024, were \$964,694 over the YTD budget while expenses were \$901,478 over the YTD Budget. Therefore, the Water Fund experienced operating results of \$63,216 more favorable than the YTD Budget.

I have reviewed the **Wastewater Fund** Income Statement for the three-month period ended March 31, 2024. The significant budget variations have been explained below.

Revenue:

Sewer Charges: \$30,524 lower than YTD budget

Non Operating revenue: \$135,920 for a state loan draw down

Expenses

Maintenance & Repair: \$68,244 higher than YTD Budget

Software - \$25,250 higher

Equipment - \$84,910 higher

Sewer Mains - \$41,678 lower

Commodities: \$170,702 higher than YTD Budget

Chemicals - \$157,797 higher

Office Machines - \$8,415 higher than

Laboratory equipment - \$9,062 higher

Capital Outlay: \$360,689 lower than YTD budget due to not purchasing items yet.

Total revenues for the three-month period ended March 31, 2024, were \$122,582 higher than the YTD budget while expenses were \$279,807 lower than the YTD Budget. Therefore, the Wastewater Fund experienced operating results of \$402,389 more favorable than the YTD Budget.

I have reviewed the **Solid Waste Fund** Income Statement for the three-month period ended March 31, 2024. The significant budget variations have been explained below.

Revenue

Collection fees: \$11,085 lower than YTD budget

Resale of Recyclables: \$16,878 higher than YTD budget

Rolloff: \$121,026 lower than YTD budget

Landfill fees: \$36,445 lower than YTD budget

Expenses

Maintenance & Repair: \$58,829 lower than YTD budget

Vehicles: \$42,198 lower

Capital Outlay \$655,000 lower than YTD budget due to items not purchased yet.

Total revenues for the three-month period ended March 31, 2024, were \$130,125 lower than YTD budget while expenses were \$862,360 lower than the YTD Budget. Therefore, the Solid Waste Fund experienced operating results of \$732,235 more favorable than the YTD Budget.

GENERAL FUND

as of March 31, 2024

GENERAL FUND

	Preceding Year 2023 (Actual)	2024 Budget	2024 Jan - March Budget	2024 YTD Actual	Difference b/w YTD Budget & YTD Actual
Beginning Cash Balance	5,932,373	6,014,886	6,450,583	6,450,583	6,450,583
REVENUE					
Ad Valorem Property Tax	5,743,514	6,459,892	3,500,000	3,631,086	(131,086)
Sales Tax	9,786,129	10,400,095	2,600,019	2,414,954	185,065
Franchise Tax	2,595,092	3,215,568	803,889	749,225	54,664
Other Taxes	690,010	671,214	129,163	203,506	(74,343)
Intergovernmental Taxes	308,881	328,309	65,574	124,816	(59,242)
Licenses & Permits	270,454	277,250	61,995	79,695	(17,700)
Charges for Services	2,324,402	2,062,150	526,244	573,800	(47,556)
Fines & Fees	478,653	573,550	143,148	116,932	26,216
Use of Property and Money	532,715	288,196	73,494	128,405	(54,911)
Reimbursements	272,396	145,220	36,285	54,859	(18,574)
Misc. Rev. - Administrative Transfers	2,677,850	2,912,335	728,070	732,066	(3,996)
Transfer from Solid Waste Fund	0	0	0	0	0
Transfer from Health Insurance Fund		0			0
Operating Revenues	210	200	48	50	(2)
Nonoperating Revenues	2,144,431	0		17,807	(17,807)
TOTAL RECEIPTS	27,824,737	27,333,979	8,667,929	8,827,202	(159,273)
EXPENDITURES					
Personnel Services	15,778,882	17,040,652	4,042,272	4,015,222	27,050
Vacancy Rate		0			0
Maintenance & Repair	903,456	1,204,988	296,178	209,286	86,892
Commodities	1,595,973	1,901,120	500,846	423,651	77,195
Other Charges	619,960	816,893	98,601	53,390	45,211
Capital Outlay	201,972	398,476	383,473	28,957	354,516
Debt Reduction		0			0
Stock	364	0	0	0	0
Transfer to Industrial Development Sales Tax	925,000	925,000	231,250	231,250	0
Transfer to Multi Year Fund	3,697,006	3,380,515	845,129	815,518	29,610
Transfer to Project accounts	1,869,224	40,000	40,000	70,000	(30,000)
Transfer to Equipment Reserve	304,500	379,800	379,800	0	379,800
Utilities	545,264	594,950	148,698	122,576	26,122
Communications	113,473	134,750	33,618	26,110	7,508
Training and Travel	195,289	210,200	52,530	42,652	9,878
Jail Expenses	73,250	87,500	21,873	10,050	11,823
Other Contractual	925,462	5,350,145	262,144	238,575	23,569
Excess Carryover		0	0		0
Outstanding PO's	0				
TOTAL EXPENDITURES	27,749,075	32,464,989	7,336,412	6,287,237	1,049,175
Revenue less expenses	75,662	(5,131,010)	1,331,517	2,539,965	(1,208,448)
Cash Basis Adjustments/Non-appropriated Balance	442,548	0	0	14,449	
Ending Cash Balance	6,450,583	883,876	7,782,100	9,004,996	
Base for Reserve calculation	20,751,373	27,341,198	5,456,760	5,141,512	
15% Reserve	3,112,706	4,101,180	818,514	771,227	
Amount over 15% Reserve	3,337,877	(3,217,304)	6,963,586	8,233,770	

General Fund Capital Items

	Budget Amount	Purchase Price	
Airport	\$60,000		Replace MITL System (FAA 90%)
Airport	\$75,000		Replace Mogas Fuel tank and 24 hour fuel pumps
Administration	\$30,000	30,000	Communication Equipment
EMS	\$41,800		Monitor/Defibrillator
EMS	\$60,000		Power Load Cot System
EMS	\$21,675		Patient Simulator Training Device
Fire	\$13,000		Hose Rollers
Fire	\$22,000		Drone and Accessories
Golf	\$20,000		Master Plan for the Golf Course
Park	\$55,000		Drag box tractor & box Replace #623-1 (1984) 1455 hours
	\$398,475.00	\$30,000.00	

Multi Year Fund

March 31, 2024

				2024	2024		
				Purchase Order	Expenses	Actual	Budget/estimated
Beginning unencumbered balance						2,995,997.41	3,060,010.61
REVENUE							
		Sales Tax Proceeds from General Fund				815,518.47	3,380,515.00
		Interest				33,158.68	80,000.00
		State Reimbursement				0.00	-
		Outstanding PO's				470,697.56	
		Accounts Receivable				2,250.00	
Total Revenue						1,321,624.71	3,460,515.00
SK2302	102-0101-400.0505	2020, 21 & 22 Private/Public partnership			0.00	-	468,000.00
	102-0101-400.0505	ADA Sidewalks	0.00		0.00	-	17,578.46
	102-0101-400.0505	PW Bldg Remodel Old bathroom for a women's locker room				-	100,000.00
SW1903	102-0101-400.0265	Miscellaneous storm water repairs			100,000.00	100,000.00	100,000.00
	102-0101-400.0265	Lakeridge Rd to Bayfront Dr	0.00		0.00	-	14,388.05
	102-0201-400.0502	Firing Range House Split with county				-	30,000.00
FS2201	102-0301-400.0502	Overhead Door Replacement Station 2	0.00		0.00	-	12,000.00
	102 0601 400 0257	2022 Hazardous Sidewalk	0.00		96.80	96.80	100,000.00
	102-0601-400.0801	Close out paving projects			0.00	-	0.00
PK2101	102-0601-400.1516	Mechanic Parking lots 600-700 Block	171,684.15		192,016.86	363,701.01	754,934.60
	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		8,600.28	8,600.28	145,241.61
SK2301	102-0601-400.1516	Sidewalk 24th Ave Graphic Arts to Westridge Dr			0.00	-	100,000.00
	102-0601-400.1516	Sidewalk 9th ave from Fairgrounds to Elm				-	100,000.00
	102-0601-400.1516	Sidewalk Imp N side 24th Westridge to Industrial	0.00		0.00	-	125,000.00
	102-0601-400.1516	Sidewalk Improv. (12th Ave. from Graphic Arts to Industrial Rd.)			0.00	-	100,000.00
PV2401	102-0601-400.1516	CCLIP K99 KS Ave to 3rd & 12th to I35			12,210.47	12,210.47	300,000.00
PV2402	102-0601-400.1516	2023 Street Rehab	0.00		5,861.29	5,861.29	1,000,000.00
PV2305	102-0601-400.1516	CCLIP US 50 Graphic Arts to Prairie Street			813.26	813.26	300,000.00
	102-0601-400.1516	Misc Street Repairs			100,000.00	100,000.00	100,000.00
TS2302	102-0601-400.1516	Replace School flashing lights - 13 lights 50% match with USD 25	0.00		25,476.06	25,476.06	80,000.00
	102-0601-400.0505	Street Preservation	0		0.00	-	200,000.00
ZO2101	102-0806-400.0502	Hay Barn 30'40' 5" concrete floor	0.00		0.00	-	3,518.00
	102-0806-400.0502	Hoof Stock Sheds				-	50,000.00
	102-0806-400.0502	Trumpeter Swan Exhibit - repairs				-	54,000.00
ZO2201	102-0806-400.0505	Fire Alarm & Smoke Detection at Zoo	18,803.60		0.00	18,803.60	26,000.00
	102-0806-400.0505	Eagle pond renovation			34.10	34.10	120,000.00
	102-0806-400.0505	Bird enclosure sheds, enclosures & ventilation USDA				-	145,000.00
	102-0806-400.0505	King Vulture Remodel USDA				-	195,000.00
	102-0806-400.0505	Fencing in Zoo replaced/repared				-	88,900.00
	102-0901-400.0502	ADA Improvements				-	100,000.00
	102-0901-400.0502	HVAC updates				-	45,000.00
	102-0901-400.0502	618 Mechanic Roof				-	60,000.00
	102-0901-400.0502	Civic Roof area A,B & D Metal Roof Coating				-	105,000.00
CV2206	102-0901-400.0502	Civic Roof areas K,M & N (Cover asphalt roof with TPO Rubber Material)				-	81,000.00
	102-0901-400.0502	Replace Steam Lines & update HVAC	0.00		0.00	0.00	25,000.00
	102-0901-400.0502	Remodel East Foyer & Vestibule door ways				-	50,000.00
	102-0901-400.0502	Sewer Lift Station - Police dept basement				-	110,000.00
	102-0901-400.0502	2022 Replace Steam Lines	0.00		0.00	-	85,000.00
	102-0901-400.0502	2nd floor restoom ceiling repairs				-	30,000.00
CV2302	102-0901-400.0502	Police department Lobby Remodel ADA	349,103.00		16,910.00	366,013.00	400,000.00
CV2204	102-0901-400.0502	Walk-in Cooler in Room 222				-	25,000.00
	102-0901-400.0502	Replace Windows in Auditorium				-	25,000.00
CV2202	102-0901-400.0502	Elevator Controls	53,050.00		960.00	54,010.00	121,950.00
	102-0902-400.0502	Electrical update - install panel and light switches				-	60,000.00
LB2201	102-0902-400.0505	ADA improvements Library doors & ADA openers	11,992.50		0.00	11,992.50	12,067.50
	102-0902-400.0502	Remodel Library Public Bathrooms	0.00		0.00	-	150,000.00
	102-0902-400.0502	HVAC updates				-	30,000.00
EXPENDITURES				604,633.25	462,979.12	1,067,612.37	6,424,578.22
Ending Unencumbered Cash balance						3,250,009.75	31,934.19
2024 budgeted projects						3,250,009.75	

Insurance Reserve

as of March 31, 2024

	Preceding Year 2023 (Actual)	2024 Original Budget	2024 Jan - March Budget	2024 YTD Actual	Difference b/w YTD Budget & YTD Actual
Beginning Cash Balance	\$500,000	\$0	\$663,358	\$663,358	\$0
REVENUE					
Transfer from General	\$0	\$0	\$0	\$0	\$0
Transfer from Int Improvem	\$131,012			\$0	\$0
Insurance payment	\$10,850			\$0	\$0
Interest	\$21,496	\$0		\$6,038	(\$6,038)
TOTAL RECEIPTS	\$163,358	\$0	\$0	\$6,038	(\$6,038)
EXPENDITURES					
Maintenance & Repair		\$0			\$0
Misc Projects		\$0			
TOTAL EXPENDITURES	\$0	\$0	\$0	\$0	\$0
Ending Cash Balance	\$663,358	\$0	\$663,358	\$669,396	(\$6,038)

Vacant Property Program

as of March 31, 2024

	Preceding Year 2023 (Actual)	2024 Original Budget	2024 Jan - March Budget	2024 YTD Actual	Difference b/w YTD Budget & YTD Actual
Beginning Cash Balance	\$200,000	\$0	\$90,362	\$90,362	\$0
REVENUE					
Transfer from ARPA funds	\$0	\$0	\$0	\$0	\$0
Interest	\$6,026	\$0		\$727	(\$727)
TOTAL RECEIPTS	\$6,026	\$0	\$0	\$727	(\$727)
EXPENDITURES					
Maintenance & Repair	\$359	\$0		\$0	\$0
Other Contractual Services	\$115,305	\$0		\$32,216	
TOTAL EXPENDITURES	\$115,664	\$0	\$0	\$32,216	\$0
Ending Cash Balance	\$90,362	\$0	\$90,362	\$58,873	(\$727)

City of Emporia, Kansas

Library Fund

as of March 31, 2024

	Preceding Year 2023 (Actual)	2024 Original Budget	2024 Jan - March Budget	2024 YTD Actual	Difference b/w YTD Budget & YTD Actual
Beginning Cash Balance	\$0	\$0	\$1	\$1	\$0
REVENUE					
Ad Valorem Property Tax	\$969,414	\$1,100,165	\$640,000	\$620,558	\$19,442
Back Tax Collection	\$27,910	\$15,000	\$7,500	\$5,752	\$1,748
Motor Vehicle Tax	\$101,488	\$96,398	\$14,000	\$30,778	(\$16,778)
Recreational Vehicle Tax	\$1,119	\$1,180	\$75	\$149	(\$74)
AdValorem Tax Reduction	(\$10,541)	(\$11,000)	(\$5,500)	(\$3,357)	(\$2,143)
General Fund Contribution		\$0			\$0
TOTAL RECEIPTS	\$1,089,390	\$1,201,743	\$656,075	\$653,880	\$2,195
EXPENDITURES					
Insurance Refund		\$0			\$0
Misc Projects		\$0			
Appropriation	\$1,089,389	\$1,201,743	\$665,000	\$617,240	\$47,760
TOTAL EXPENDITURES	\$1,089,389	\$1,201,743	\$665,000	\$617,240	\$47,760
Ending Cash Balance	\$1	\$0	(\$8,924)	\$36,641	(\$45,565)

Transient Guest Tax

as of March 31, 2024

	Preceding Year 2023 (Actual)	2024 Budget	2024 Jan - March Budget	2024 YTD Actual	Difference b/w YTD Budget & YTD Actual
Beginning Cash Balance	\$810,801	\$598,301	\$999,063	\$999,063	\$0
REVENUE					
Transient Guest Tax	\$851,750	\$800,000	\$220,000	\$208,253	\$11,747
Interest on Investment	\$31,630	\$10,000	\$2,499	\$7,747	(\$5,248)
Fence rental	\$9,194	\$6,000	\$0	\$0	\$0
Return of amount over allowed reserve	\$0				\$0
Repayment of extra funds - Chamber				\$0	\$0
Accounts Receivable - fence rental	\$279			\$223	(\$223)
TOTAL RECEIPTS	\$892,853	\$816,000	\$222,499	\$216,223	\$6,276
EXPENDITURES					
CVB Appropriation	\$385,000	\$462,000	\$220,000	\$208,253	\$11,747
Trusler Sports Complex		\$0			\$0
City cost associated with events	\$40,000	\$40,000	\$0	\$0	\$0
Civic Auditorium improvements	\$50,000	\$50,000	\$50,000	\$50,000	\$0
Red Rock's Appropriation	\$7,500	\$7,500	\$0	\$0	\$0
ESU Welch Stadium		\$200,000			\$0
Disc Golf Course Maintenance & Employee		\$100,000		\$17,807	(\$17,807)
Emporia Main Street	\$100,000	\$95,000	\$95,000	\$95,000	\$0
Emporia Arts Council Support	\$10,000	\$30,000	\$0	\$0	\$0
Emporia Granda	\$30,000	\$30,000	\$0	\$0	\$0
Symphony in the Flint Hills		\$0			\$0
Unbound Bike Event	\$15,000	\$15,000	\$0	\$0	\$0
DDO	\$25,000	\$20,000	\$0	\$0	\$0
Junior World Event		\$0			\$0
PDGA Professional Disc Golf World	\$0	\$20,000	\$0		\$0
Municipal Band Appropriation		\$0			\$0
ESU Foundation - Welch Stadium Imp		\$0			\$0
Free for Kansas - Music event	\$20,000	\$20,000	\$0	\$0	\$0
Dynamic Discs - Jones course improvement	\$0			\$17,900	(\$17,900)
Hammond Park Crossings	\$21,528			\$0	\$0
Miscellaneous	\$563	\$0		\$125	(\$125)
Special Projects		\$324,801	\$0		\$0
Outstanding PO's	\$0			\$0	
TOTAL EXPENDITURES	\$704,591	\$1,414,301	\$365,000	\$389,084	(\$24,084)
Ending Cash Balance	\$999,063	\$0	\$856,562	\$826,202	\$30,360
Transient Guest Tax Receipts	2020	2021	2022	2023	2024
1ST QUARTER-JANUARY	\$193,559.51	\$105,764.76	\$184,682.75	\$217,964.96	\$208,253.00
2ND QUARTER-APRIL	\$132,542.30	\$135,567.13	\$143,987.80	\$170,824.51	
3RD QUARTER-JULY	\$80,649.41	\$192,642.58	\$223,905.58	\$232,566.63	
4TH QUARTER-OCTOBER	\$151,949.08	\$200,102.99	\$219,288.14	\$230,393.63	
TOTAL	\$558,700.30	\$634,077.46	\$771,864.27	\$851,749.73	\$208,253.00

City of Emporia, Kansas

Industrial Fund

as of March 31, 2024

	Preceding Year 2023 (Actual)	2024 Budget	2024 Jan - March Budget	2024 YTD Actual	Difference b/w YTD Budget & YTD Actual
Beginning Cash Balance	21,252	21,880	23,447	23,447	0
REVENUE					
Ad Valorem Property Tax	1,148	1,000	500	606	(106)
Back Tax Collections	34	21	13	7	6
Motor Vehicle Tax	123	99	12	34	(22)
Ad Valorem Tax Reduction	(13)	(16)	(8)	(3)	(5)
Interest on Investment	903	600	150	219	(69)
Miscellaneous					
TOTAL RECEIPTS	2,195	1,704	667	862	(195)
EXPENDITURES					
Travel Expense & Miscellaneous	0	1,185	98		98
Other charges	0				0
Contractual Services	0	0			0
Special Projects and Reserve Fund	0	0			0
TOTAL EXPENDITURES	0	1,185	98	0	98
Ending Cash Balance	23,447	22,399	24,016	24,309	(293)

Industrial Development Sales Tax

as of March 31, 2024

	Preceding Year 2023 (Actual)	2024 Budget	2024 Jan - March Budget	2024 YTD Actual	Difference b/w YTD Budget & YTD Actual
Beginning Cash Balance	\$1,423,879	\$1,547,875	\$1,319,820	\$1,319,820	\$0
Revenue:					
Sales Tax Receipts	\$925,000	\$925,000	\$231,250	\$231,250	\$0
Interest Income	\$49,295	\$20,000	\$4,998	\$4,268	\$730
Money for Land Purchases	\$0	\$0		\$0	\$0
Bond Proceeds	\$0	\$0	\$0	\$0	\$0
Return unused money WM	\$1,188	\$0		\$0	\$0
RDA returned money					
Total Revenue	\$975,483	\$945,000	\$236,248	\$235,518	\$730
Expense:					
Appropriation to the RDA	\$350,000	\$400,000	\$100,000	\$100,000	\$0
Emporia Enterprises	\$35,000	\$35,000	\$0	\$0	\$0
Main Street	\$0	\$45,000	\$45,000	\$45,000	\$0
Land Purchase for Industr	\$0	\$0	\$0	\$0	\$0
Land Purchase	\$0	\$0	\$0	\$0	\$0
Simmons Discount	\$189,579	\$0		\$0	\$0
Land Purchase Bond Pmt	\$85,963	\$86,000	\$86,000	\$85,963	\$37
Transfer to B&I water proj	\$350,000	\$350,000	\$350,000	\$350,000	\$0
Soden Rd water main ext	\$60,000	\$0	\$0		\$0
Water Valves	\$9,000				\$0
Dynamic Brewing Company				\$500,000	(\$500,000)
Special Projects	\$0	\$0	\$0	\$9,423	(\$9,423)
Total Expenses	\$1,079,542	\$916,000	\$581,000	\$1,090,386	(\$509,386)
Ending Cash Balance	\$1,319,820	\$1,576,875	\$975,068	\$464,952	\$510,116

Special Alcohol Fund

as of March 31, 2024

	Preceding Year 2023 (Actual)	2024 Budget	2024 Jan - March Budget	2024 YTD Actual	Difference b/w YTD Budget & YTD Actual
Beginning Cash Balance	103,198	107,998	120,433	120,433	0
REVENUE					
Private Club Liquor Tax	110,168	104,660	26,165	26,804	(639)
Interest on Investment	4,267	500	123	1,033	(910)
TOTAL RECEIPTS	114,435	105,160	26,288	27,837	(1,549)
EXPENDITURES					
Appropriations	97,200	112,200	28,050	33,450	(5,400)
Special Projects		0	0		0
TOTAL EXPENDITURES	97,200	112,200	28,050	33,450	(5,400)
Ending Cash Balance	120,433	100,958	118,671	114,820	3,851

	Receive in 2020	Receive in 2021	Receive in 2022	Receive in 2023	Receive in 2024
Appropriations					
Cross Winds	\$20,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$20,000.00
Corner House	\$65,000.00	\$48,750.00	\$65,000.00	\$75,000.00	\$85,000.00
Emporia State University	\$9,000.00	\$6,750.00	\$6,750.00	\$7,200.00	\$7,200.00
Emporia State University USD #253	\$0.00	\$0.00			
Total	\$94,000.00	\$70,500.00	\$86,750.00	\$97,200.00	\$112,200.00

	2020	2021	2022	2023	2024
Receipts					
1ST QUARTER - MARCH	\$22,675.47	\$17,214.78	\$23,976.09	\$25,545.76	\$26,804.33
2ND QUARTER - JUNE	\$21,611.91	\$18,634.04	\$22,129.19	\$26,129.12	\$0.00
3RD QUARTER - SEPTEMBER	\$7,881.01	\$25,844.73	\$28,544.72	\$31,037.27	\$0.00
4TH QUARTER - DECEMBER	\$14,069.40	\$24,664.21	\$25,393.46	\$27,455.87	\$0.00
TOTAL	\$66,237.79	\$86,357.76	\$100,043.46	\$110,168.02	\$26,804.33

City of Emporia, Kansas

Special Park Fund

as of March 31, 2024

	Preceding Year 2023 (Actual)	2024 Budget	2024 Jan - March Budget	2024 YTD Actual	Difference b/w YTD Budget & YTD Actual
Beginning Cash Balance	\$83,362	\$75,362	\$115,908	\$115,908	\$0
REVENUE					
Private Club Liquor Tax	\$110,168	\$104,660	\$26,165	\$26,804	(\$639)
Donations& Grants		\$0	\$0	\$0	\$0
Lake Kahola Proceeds		\$0			\$0
Trf of funds from project account	\$0	\$0		\$0	\$0
Interest on Investment	\$5,237	\$2,000	\$498	\$1,249	(\$751)
TOTAL RECEIPTS	\$115,405	\$106,660	\$26,663	\$28,053	(\$1,390)
EXPENDITURES					
Capital Outlay	\$67,859	\$95,000	\$95,000	\$0	\$95,000
Municipal Band Allocation	\$15,000	\$15,000	\$0	\$0	\$0
Miscellaneous					\$0
Commodities	\$0	\$0		\$0	\$0
Contractual Services	\$0	\$0		\$0	\$0
Other Charges					\$0
Transfer to Project Account	\$0			\$0	\$0
Outstanding PO's	\$0			\$0	
Special Projects	\$0	\$0	\$0		\$0
TOTAL EXPENDITURES	\$82,859	\$110,000	\$95,000	\$0	\$95,000
Ending Cash Balance	\$115,908	\$72,022	\$47,571	\$143,961	(\$96,390)

Receipts	2020	2021	2022	2023	2024
1ST QUARTER - MARCH	\$22,675.47	\$17,214.77	\$23,976.10	\$25,545.75	\$26,804.32
2ND QUARTER - JUNE	\$22,611.90	\$18,634.04	\$22,129.19	\$26,129.11	\$0.00
3RD QUARTER - SEPTEMBER	\$7,881.00	\$25,844.73	\$28,544.72	\$31,037.26	\$0.00
4TH QUARTER - DECEMBER	\$14,069.39	\$24,664.03	\$25,393.46	\$27,455.86	\$0.00
TOTAL	\$67,237.76	\$86,357.57	\$100,043.47	\$110,167.98	\$26,804.32

Capital Items	Budget Amount	Purchase Price
Golf Course	\$43,000.00	Tees & Banks Reel Mower (2003)
Golf Course	\$52,500.00	Tees & Banks Reel Mower (2004)
	<u>95,500.00</u>	

City of Emporia, Kansas

Special Street Fund

as of March 31, 2024

	Preceding Year 2023 (Actual)	2024 Budget	2024 Jan - March Budget	2024 YTD Actual	Difference b/w YTD Budget & YTD Actual
Beginning Cash Balance	289,140	270,715	179,135	179,135	
REVENUE					
Gasoline Tax	648,358	741,360	185,340	159,680	25,660
Special City-County Tax	79,800	77,677	19,419	18,936	483
Damages	28,423	5,000	1,248	6,328	(5,080)
Interest on Investment	11,772	5,000	1,248	2,981	(1,733)
Transfer of Funds	111,664	100,000	100,000	100,000	0
Sale of Salvage	0			0	0
Miscellaneous	228	0		0	0
TOTAL RECEIPTS	880,245	929,037	307,255	287,925	19,330
EXPENDITURES					
Personnel Services	684,955	676,759	158,196	164,834	(6,638)
Vacancy		(12,988)			0
Maintenance & Repair	137,928	151,792	37,932	48,657	(10,725)
Commodities	108,252	145,450	36,348	3,077	33,271
Other Charges	(19,694)	46,590	7,437	(14,194)	21,631
Capital Outlay	0	0		0	0
Transfer of Funds	5,000	88,000	88,000	0	88,000
Utilities	22,712	31,450	7,857	6,433	1,424
Communications	1,695	2,700	669	382	287
Training & Travel	13,778	10,000	2,499	1,061	1,439
Contractual Services	39,963	45,800	11,445	9,244	2,201
Special Projects	0	0	0	0	0
Audit Adjustments	(4,339)			2,263	(2,263)
Outstanding PO's	0			0	0
TOTAL EXPENDITURES	990,250	1,185,553	350,383	221,756	128,627
Net Change in Cash	(110,005)	(256,516)	(43,128)	66,169	
Ending Cash Balance	179,135	14,199	136,007	245,304	
Receipts	2020	2021	2022	2023	2024
1st Quarter - Jan Payment	\$173,837.48	\$161,594.64	\$167,557.74	\$167,412.68	\$159,680.00
2nd Quarter - April Payment	\$163,486.85	\$149,245.64	\$157,106.42	\$149,529.56	
Extra Payment- June		\$54,671.53			
3rd Quarter - July Payment	\$140,178.69	\$172,643.49	\$166,060.14	\$166,505.96	
4th Quarter - Oct Payment	\$164,712.37	\$174,419.30	\$165,112.70	\$164,909.80	
Total	\$642,215.39	\$712,574.60	\$655,837.00	\$648,358.00	\$159,680.00

Capital Item	Budget Amount	Purchase Price
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City of Emporia, Kansas

Drug Forfeiture Fund

as of March 31, 2024

	Preceding Year 2023 (Actual)	2024 Budget	2024 Jan - March Budget	2024 YTD Actual	Difference b/w YTD Budget & YTD Actual
Beginning Cash Balance	\$83,820	\$85,821	\$35,885	\$35,885	
REVENUE					
Receipts from Drug Forfeitures	\$4,970	\$5,000	\$1,248	\$1,112	136
Interest on Investment	\$2,591	\$2,000	\$498	\$333	165
Miscellaneous					
TOTAL RECEIPTS	\$7,561	\$7,000	\$1,746	\$1,445	301
EXPENDITURES					
Commodities	\$3,921	\$5,000	\$416	\$888	(472)
Capital Outlay		\$0			-
Communications	\$101	\$0		\$213	(213)
Other Charges	\$51,324		\$0	\$0	-
Transfer of funds					
Other Contractual	\$150	\$0		\$0	-
Travel & Training					-
Maintenance & Repair	\$0	\$0	\$0	\$0	-
Outstanding PO's	\$0			\$0	
Special Projects		\$0	\$0		
TOTAL EXPENDITURES	\$55,496	\$5,000	\$416	\$1,102	(686)
Ending Cash Balance	\$35,885	\$87,821	\$37,215	\$36,228	

Storm Water

as of March 31, 2024

	Preceding Year 2023 (Actual)	2024 Budget	2024 Jan - March Budget	2024 YTD Actual	Difference b/w YTD Budget & YTD Actual
Beginning Cash Balance	\$259,179	\$0	\$243,446	\$243,446	
REVENUE					
Transfer from Multi Year	\$100,000	\$0	\$0	\$100,000	(100,000)
Interest on Investment	\$10,491	\$0	\$0	\$3,112	(3,112)
Miscellaneous					
TOTAL RECEIPTS	\$110,491	\$0	\$0	\$103,112	(103,112)
EXPENDITURES					
Commodities	\$0	\$0	\$0	\$0	-
Capital Outlay	\$234	\$0		\$150	(150)
Communications	\$0	\$0		\$616	(616)
Other Charges	\$256			\$0	-
Transfer of funds	\$125,734			\$0	-
Other Contractual		\$0		\$0	-
Travel & Training					-
Maintenance & Repair	\$0	\$0	\$0	\$26,114	(26,114)
Outstanding PO's	\$0			\$0	
Special Projects		\$0	\$0		
TOTAL EXPENDITURES	\$126,224	\$0	\$0	\$26,880	(26,880)
Ending Cash Balance	\$243,446	\$0	\$243,446	\$319,677	

City of Emporia, Kansas

Land Bank

as of March 31, 2024

	Preceding Year 2023 (Actual)	2024 Budget	2024 Jan - March Budget	2024 YTD Actual	Difference b/w YTD Budget & YTD Actual
Beginning Cash Balance	\$59,845	\$0	\$0	\$127,414	
REVENUE					
Transfer from Multi Year	\$50,000	\$0	\$0	\$0	-
Interest on Investment	\$4,009	\$0	\$0	\$1,160	(1,160)
Sale of Property	\$13,571			\$0	
TOTAL RECEIPTS	\$67,580	\$0	\$0	\$1,160	(1,160)
EXPENDITURES					
Commodities	\$0	\$0	\$0	\$0	-
Capital Outlay		\$0			-
Communications	\$0	\$0		\$0	-
Other Charges	\$0	\$0	\$0		-
Purchase of Property	\$0	\$0	\$0		
Communications	\$11	\$0	\$0	\$0	-
Other Contractual Services		\$0	\$0		-
Maintenance & Repair	\$0	\$0	\$0	\$0	-
Outstanding PO's	\$0			\$0	
Special Projects		\$0	\$0		
TOTAL EXPENDITURES	\$11	\$0	\$0	\$0	-
Ending Cash Balance	\$127,414	\$0	\$0	\$128,574	

City of Emporia, Kansas

Bond & Interest Fund

as of March 31, 2024

	Preceding Year 2023 (Actual)	2024 Budget	2024 Jan - March Budget	2024 YTD Actual	Difference b/w YTD Budget & YTD Actual
Beginning Cash Balance	\$1,986,995	\$2,253,014	\$2,358,480	\$2,358,480	\$0
REVENUE					
Ad Valorem Property Tax	\$1,954,979	\$2,090,214	\$1,240,000	\$1,179,200	60,800
Back Tax Collection	\$56,415	\$40,000	\$20,000	\$11,504	8,496
Special Assessments	\$68,913	\$35,300	\$30,000	\$42,001	(12,001)
Motor Vehicle Tax	\$190,994	\$195,337	\$45,400	\$60,712	(15,312)
Ad Valorem Tax Reduction	-\$21,102	-\$22,000	-\$11,000	-\$6,378	(4,622)
Interest on Investment	\$112,690	\$90,000	\$22,500	\$32,717	(10,217)
Recreation Center - Pool renovation		\$0			0
Recreation Center - Office/Locker Remodel		\$0			0
Recreation Center - Ball Diamond Improvemen	\$46,350	\$0	\$0	\$0	0
Recreation Center - Fitness Room	\$51,200	\$51,360	\$1,680	\$1,680	0
Industrial Land Payment - Ind Sales Tax	\$85,963	\$0		\$85,963	(85,963)
Sale of Bonds	\$0	\$0	\$0	\$0	0
Gas Line Payment - Ind Sales Tax		\$0			0
Hanger Payment - General Fund		\$0			0
Miscellaneous	\$0	\$0		\$0	0
Transfer of Funds from Project Accounts	\$0	\$0	\$0	\$0	0
TOTAL RECEIPTS	\$2,546,402	\$2,480,211	\$1,348,580	\$1,407,398	-\$58,818
EXPENDITURES					
Principal	\$1,895,000	\$875,000	\$0	\$113,925	(113,925)
Interest Coupons	\$279,917	\$227,850	\$0	\$0	0
Transfer of funds	\$0			\$0	
Misc projects		\$0	\$0		
TOTAL EXPENDITURES	\$2,174,917	\$1,102,850	\$0	\$113,925	(113,925)
Ending Cash Balance	\$2,358,480	\$3,630,375	\$3,707,060	\$3,651,953	

Equipment Reserve Fund

as of March 31, 2024

	Preceding Year 2023 (Actual)	2024 Budget	2024 Jan - March Budget	2024 YTD Actual	Difference b/w YTD Budget & YTD Actual
Beginning Cash Balance	\$335,168	\$0	\$579,091	\$579,091	
REVENUE					
Transfer from other funds	\$1,105,126			\$0	-
Interest on Investment	\$43,339			\$8,510	(8,510)
Sale of Vehicles	\$113,130			\$63,165	
TOTAL RECEIPTS	\$1,261,595	\$0	\$0	\$71,675	(8,510)
EXPENDITURES					
Leasing Payment	\$663,233			\$88,315	(88,315)
Outstanding PO's	\$354,439			\$0	
Special Projects					
TOTAL EXPENDITURES	\$1,017,672	\$0	\$0	\$88,315	(88,315)
Ending Cash Balance	\$579,091	\$0	\$579,091	\$562,451	

Water Fund

as of March 31, 2024

	Preceding Year 2023 (Actual)	2024 Budget	2024 Jan - March Budget	2024 YTD Actual	Difference b/w YTD Budget & YTD Actual
BEGINNING CASH	2,452,274	2,406,983	1,676,012	830,592	0
REVENUE					
Sale of Water	7,718,770	8,029,720	2,007,429	2,058,029	(50,600)
Service Charge	94,666	100,000	24,999	19,869	5,130
Penalties	89,725	95,000	23,748	24,844	(1,096)
Sale of Salvage		0		0	0
Reimbursed Expense	28,518	20,000	5,184	48,421	(43,237)
Interest on Investment	102,130	65,000	16,248	11,981	4,267
Sale of Bonds	3,337,786	0	0	0	0
Trf from Industrial Fund	350,000	436,000	436,000	350,000	86,000
Trf from Project fund	0	0	0	0	0
Non Operating Revenue	0	0		954,263	(954,263)
Miscellaneous	6,912	2,100	249	11,145	(10,896)
TOTAL RECEIPTS	11,728,507	8,747,820	2,513,857	3,478,551	(964,694)
EXPENDITURES					
Personnel Services	1,174,831	1,446,961	336,645	327,654	8,991
Vacancy		(27,810)	0		0
Maintenance & Repair	2,237,571	1,043,050	257,491	446,349	(188,858)
Commodities	1,757,586	1,426,850	356,685	1,007,748	(651,063)
Other Charges	375,064	247,390	42,057	149,607	(107,550)
Capital Outlay	0	995,000	995,000	0	995,000
Debt Payment	1,733,972	1,653,139	1,451,901	1,644,649	(192,748)
Stock	32,154	5,000	1,248	(1,997)	3,245
Transfer to Project Account	3,444,286	25,000	25,000	954,263	(929,263)
Utilities	664,956	594,600	148,641	160,136	(11,495)
Communications	28,074	44,900	11,214	5,596	5,618
Travel & Training	25,027	15,200	3,795	5,749	(1,954)
Contractual Services	789,492	1,292,000	762,987	856,462	(93,475)
Administrative Fee 16%	1,086,178	1,315,955	329,989	336,432	(6,443)
Excess Carryover		0	0		0
Change in Liabilities	998	0		(268,516)	268,516
Outstanding PO's	0				
TOTAL EXPENDITURES	13,350,189	10,077,235	4,722,653	5,624,131	(901,478)
NET CHANGE IN CASH	(1,621,682)	(1,329,415)	(2,208,796)	(2,145,580)	(63,216)
ENDING CASH BALANCE	830,592	1,077,568	(532,784)	(1,314,988)	
Principal Bond Payments	(1,415,000)	(1,415,000)	(1,415,000)	(1,415,000)	
Depreciation	1,456,758	1,550,000	387,498	357,037	
Capitalized Assets	(3,879,788)	(995,000)	0	0	
Liabilities					
ADJUSTMENTS	(3,838,030)	(860,000)	(1,027,502)	(1,057,963)	
Base for reserve calculation	9,905,903	9,082,235	3,702,653	4,669,869	
20% reserve amount	1,981,181	1,816,447	740,531	933,974	
Amount over 20% reserve	(1,150,589)	(738,879)	(1,273,315)	(2,248,962)	

Wastewater Fund

as of March 31, 2024

	Preceding Year 2023 (Actual)	2024 Budget	2024 Jan - March Budget	2024 YTD Actual	Difference b/w YTD Budget & YTD Actual
BEGINNING CASH	2,087,628	1,338,621	1,029,532	1,029,532	
REVENUE					
Sales/Charges	6,169,657	6,126,631	1,531,656	1,501,132	30,524
Extra Strength Surcharge	171,000	127,500	31,872	47,168	(15,296)
Interest on Investment	80,398	40,000	9,999	12,525	(2,526)
New System taps	4,600	1,000	249	600	827
Loss on sales of assets	0			0	
Grant money	1,225,409	0	0	0	0
Sale of Bonds	6,533,733	0	0	0	0
Non Operating Revenue	562,302		0	135,920	(135,920)
Miscellaneous	15,315	1,000	249	440	(191)
TOTAL RECEIPTS	14,762,414	6,296,131	1,574,025	1,697,784	(122,582)
EXPENDITURES					
Personnel Services	1,287,455	1,310,671	304,648	326,689	(22,041)
Vacancy	0	(23,100)		0	0
Maintenance & Repair	624,540	489,100	115,266	183,510	(68,244)
Commodities	427,896	374,750	93,669	264,371	(170,702)
Other Charges	291,139	187,785	19,623	18,763	860
Capital Outlay	604,993	405,000	405,000	44,311	360,689
Debt Payment	2,843,772	2,800,484	2,505,881	2,573,375	(67,494)
Transfer to Project fund	8,320,208	79,100	79,100	135,920	(56,820)
Utilities	570,015	599,500	149,868	186,924	(37,056)
Communications	21,816	29,600	7,386	4,741	2,645
Travel & Training	15,084	11,500	2,868	1,804	1,064
Contractual Services	215,926	239,550	57,126	72,066	(14,940)
Administrative Fee flat	610,000	610,000	152,499	152,499	0
Excess Carryover		0	0		0
Change in Liabilities	(12,334)	0		(351,844)	351,844
Outstanding PO's	0				
TOTAL EXPENDITURES	15,820,510	7,113,940	3,892,934	3,613,127	279,807
NET CHANGE IN CASH	(1,058,096)	(817,809)	(2,318,909)	(1,915,343)	(402,389)
ENDING CASH BALANCE	1,029,532	520,812	(1,289,377)	(885,811)	
Depreciation	2,096,619	2,125,205	531,297	564,577	
Principal Bond Payments	(2,285,730)	(2,211,279)	(2,211,279)	(2,211,279)	
Capitalized Assets	(3,169,496)	(405,000)	0	0	
Change in Liabilities		0			
ADJUSTMENTS	(3,358,607)	(491,074)	(1,679,982)	(1,646,702)	
Base for reserve calculation	6,895,309	6,708,940	3,408,834	3,432,896	
20% Cash Reserve amount	1,379,062	1,341,788	681,767	686,579	
Amount over 20% Cash Reserve	(349,530)	(820,976)	(1,971,144)	(1,572,390)	

Solid Waste Fund

as of March 31, 2024

	Preceding Year 2023 (Actual)	2024 Budget	2024 Jan - March Budget	2024 YTD Actual	Difference b/w YTD Budget & YTD Actual
BEGINNING CASH	3,549,209	2,658,924	3,388,241	3,388,241	
REVENUE					
Refuse Collection Fees	3,004,195	3,050,000	762,498	751,413	11,085
Loss on Sale of Assets		0		0	0
Interest on Investments	150,996	70,000	17,499	32,509	(15,010)
Trf from Health Ins - Premiums		0			0
Resale of Recyclables	84,117	60,000	15,000	31,878	(16,878)
Box Container Fees	1,868,989	2,270,000	567,498	446,472	121,026
Landfill Fees	611,254	608,000	151,998	115,553	36,445
Transfers	19,428	0		0	0
Miscellaneous	5,664	4,800	123	6,665	(6,542)
TOTAL RECEIPTS	5,744,643	6,062,800	1,514,616	1,384,491	130,125
EXPENDITURES					
Personnel Services	2,268,626	2,450,264	571,473	559,402	12,071
Vacancy		(47,329)			0
Maintenance & Repair	372,042	390,500	92,988	34,159	58,829
Commodities	408,039	428,000	105,846	92,171	13,675
Other Charges	278,567	220,735	43,734	86,597	(42,863)
Capital Outlay	3,970	655,000	655,000	0	655,000
Transfer to Equipment Reserve	25,000	86,000	86,000	0	86,000
Utilities	60,758	72,000	17,991	17,423	568
Communications	37,201	49,900	12,459	7,554	4,905
Transfer to project	0	0			0
Travel & Training	10,752	8,750	2,181	1,790	391
Contractual Services	1,679,951	1,855,500	463,200	423,574	39,626
Administrative Fee 16%	877,017	948,480	237,120	179,189	57,931
Excess Carryover		0	0	0	0
Change in Liabilities	(116,312)	0		23,773	(23,773)
Outstanding PO's	0				
TOTAL EXPENDITURES	5,905,611	7,117,800	2,287,992	1,425,632	862,360
NET CHANGE IN CASH	(160,968)	(1,055,000)	(773,376)	(41,141)	(732,235)
ENDING CASH BALANCE	3,388,241	1,603,924	2,614,865	3,347,100	
Principal Payments	0	0	0	0	
Depreciation	394,298	455,000	111,246	91,860	
Capitalized Assets	(459,572)	(655,000)	0	(354,439)	
Change in Liabilities		0			
ADJUSTMENTS	(65,274)	(200,000)	111,246	(262,579)	
Base for reserve calculation	5,901,641	6,462,800	1,632,992	1,425,632	
20% cash reserve amount	1,180,328	1,292,560	326,598	285,126	
Amount over 20% Cash Reserv	2,207,913	311,364	2,288,267	3,061,973	

CITY OF EMPORIA
ACTUAL COMPARED TO BUDGET
as of March 31, 2024
EXPENSES FOR GENERAL FUND DEPARTMENTS

	2024 AMENDED BUDGET	2024 W ENCUMBRANCES	DIFFERENCE B/W ACTUAL & BUDGET	PERCENTAGE RECEIVED/ USED	General Fund Shared Revenue	Shared Budget	Actual Shared Budget	Department Net
						7,171,750	7,710,433	
COMMISSION/MANAGER/CLERK	5,589,888.00	385,742.00	5,204,146	7%	19.90%	1,427,345	1,534,555	1,148,813
FINANCE/HUMAN RESOURCES	506,098.00	113,586.70	392,511	22%	1.80%	129,229	138,936	25,349
INFORMATION SYSTEMS	422,110.00	95,820.28	326,290	23%	1.50%	107,783	115,879	20,059
POLICE PROTECTION	5,635,137.00	1,221,566.69	4,413,570	22%	20.06%	1,438,899	1,546,977	325,411
ANIMAL CONTROL	234,004.00	64,171.33	169,833	27%	0.83%	59,752	64,240	68
FIRE PROTECTION	3,358,848.00	743,818.55	2,615,029	22%	11.96%	857,662	922,083	178,264
AMBULANCE SERVICE	3,985,714.00	774,857.96	3,210,856	19%	14.19%	1,017,729	1,094,172	319,314
CODE SERVICES	975,690.00	246,368.27	729,322	25%	3.47%	249,137	267,850	21,482
COURT SERVICES	625,123.00	142,038.58	483,084	23%	2.23%	159,621	171,611	29,572
ENGINEERING	736,918.00	151,126.06	585,792	21%	2.62%	188,168	202,301	51,175
SNOW REMOVAL	73,000.00	19,887.36	53,113	27%	0.26%	18,640	20,040	153
GOLF COURSE MAINTENANCE	591,964.00	105,520.50	486,444	18%	2.11%	151,155	162,508	56,988
GOLF SHOP	419,803.00	96,349.25	323,454	23%	1.49%	107,194	115,246	18,897
PARK	1,258,943.00	279,215.94	979,727	22%	4.48%	321,464	345,609	66,393
DISC GOLF	0.00	25,150.60	(25,151)	#DIV/0!	0.00%	0	0	(25,151)
AQUATIC CENTER	243,475.00	11,257.02	218,324	10%	0.87%	62,170	66,840	41,689
ZOO	908,230.00	189,037.84	896,973	1%	3.23%	231,911	249,330	238,073
CIVIC BUILDING OPERATIONS	928,894.00	208,064.26	739,856	20%	3.31%	237,188	255,003	65,965
LIBRARY MAINTENANCE	79,846.00	34,274.12	(128,218)	261%	0.28%	20,388	21,920	(186,145)
GROUND MAINTENANCE	129,270.00	17,539.86	94,996	27%	0.46%	0	35,488	1,214
CONCESSION STAND	88,939.00	53,804.88	71,399	20%	0.32%	22,710	24,416	6,876
SHOP MAINTENANCE	143,299.00	-17,832.19	89,494	38%	0.51%	36,591	39,339	(14,466)
STREET LIGHTING	322,176.00	78,077.46	340,008	-6%	1.15%	82,266	88,445	106,277
MISC APPROPRIATIONS	88,000	53,683.47	9,923	89%	0.31%	22,470	24,158	(53,919)
AIRPORT	1,135,817.00	145,019.16	990,798	13%	4.04%	290,024	311,808	258,125
PARKING FACILITY	15,600.00	2,322.43	13,278	15%	0.06%	3,983	4,283	(140,737)
TRANSERS	4,305,515.00	1,046,768.46	3,258,747	24%	15.33%	1,099,388	1,181,965	1,179,642
CONTINGENCY	-337,313.00	0	(337,313)	0%	-1.20%	(86,131)	(92,600)	(1,139,369)
EXCESS CARRYOVER	0		0	#DIV/0!				
GENERAL FUND	32,464,988	6,287,237	26,206,284	19%	101.46%	8,256,735	8,912,401	
	28,086,610							

CITY OF EMPORIA
 ACTUAL COMPARED TO BUDGET
 as of March 31, 2024
 EXPENSES FOR WATER FUND DEPARTMENTS

	2024 AMENDED BUDGET	2024 ACTUAL WITH ENCUMBRANCES	DIFFERENCE B/W ACTUAL & BUDGET	PERCENTAGE RECEIVED/ USED
DEBT	1,625,329	229,649	1,395,680	14%
ADMINISTRATION	2,739,739	554,513.21	2,185,226	20%
WATER MAINTENANCE	2,007,791	1,442,515.22	565,276	72%
WATER PLANT	5,159,943	2,610,004.15	2,549,939	51%
WATER STOCK	5,000	-1,996.96	6,997	-40%
	<u>11,537,802</u>	<u>4,834,685</u>	<u>6,703,117</u>	<u>1</u>
Capital Outlay				
Water Plant	\$360,000		Water Plant Evaluation	
Water Plant	\$240,000		Container for Polymer	
Water Plant	\$140,000		Aqua Ammonia Tank Replacement	
Water Plant	<u>\$255,000</u>		S Cottonwood to East St from KS to Potwin	
	995,000	<u>0</u>		

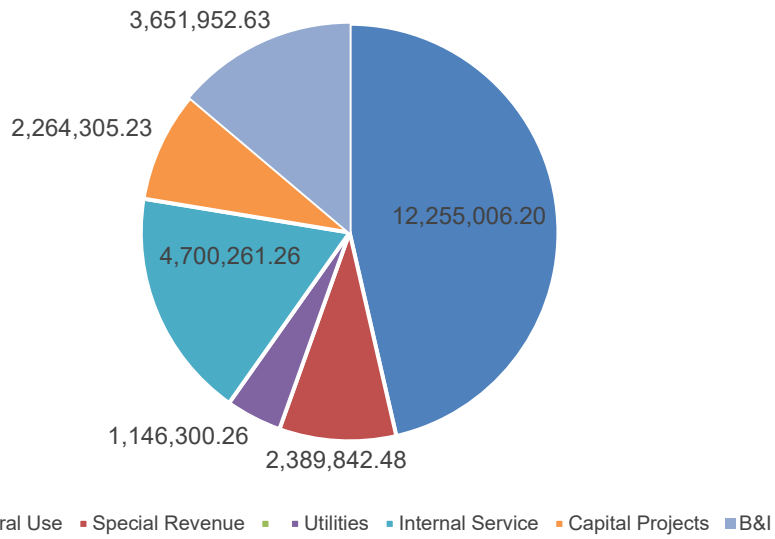
CITY OF EMPORIA
 ACTUAL COMPARED TO BUDGET
 as of March 31, 2024
 EXPENSES FOR WASTEWATER FUND DEPARTMENTS

	2024 AMENDED BUDGET	2024 W ENCUMBRANCES	DIFFERENCE B/W ACTUAL & BUDGET	PERCENTAGE RECEIVED/ USED
DEBT	2,777,384	362,096	2,415,288	13%
ADMINISTRATION	1,496,386	267,099	1,229,287	18%
SEWER MAINTENANCE	1,783,635	749,086	1,034,549	42%
SEWER PLANT	3,297,554	939,989	2,357,566	29%
	<u>9,354,959</u>	<u>2,318,270</u>	<u>7,036,689</u>	<u>1</u>
Capital Outlay				
Sewer Maintenance	\$175,000		Sewer Main Relining	
Waste Water Plant	\$30,000		Gator	
Waste Water Plant	\$200,000		Replace UV Bulbs, Sleeve, End and Ballasts	
	<u>405,000</u>	<u>0</u>		

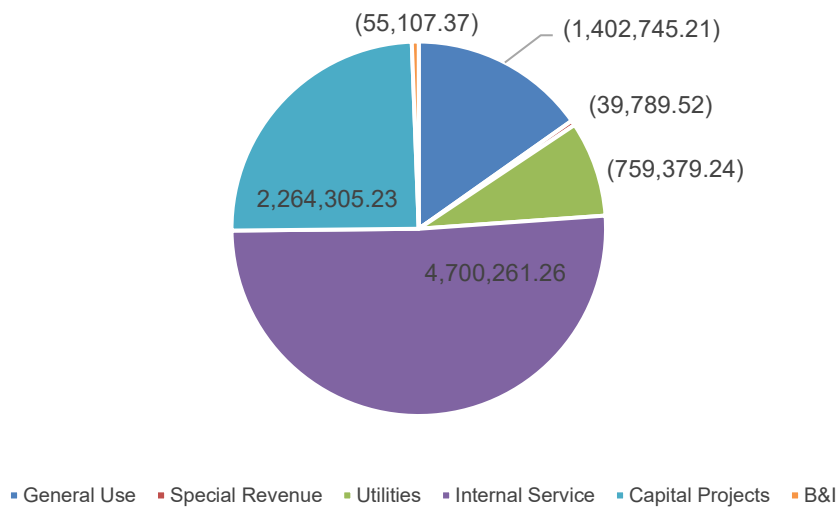
CITY OF EMPORIA
 ACTUAL COMPARED TO BUDGET
 as of March 31, 2024
 EXPENSES FOR SOLID WASTE FUND DEPARTMENTS

	2024 AMENDED BUDGET	2024 W ENCUMBRANCES	DIFFERENCE B/W ACTUAL & BUDGET	PERCENTAGE RECEIVED/ USED
ADMINISTRATION	2,809,390	254,326	2,555,064	9%
COLLECTIONS	2,998,315	313,317	2,684,998	10%
TRANSFER STATION	2,020,116	404,295	1,615,821	20%
RECYCLING CENTER	683,901	167,343	516,558	24%
	<u>8,511,722</u>	<u>1,139,280</u>	<u>7,372,442</u>	<u>1</u>
Capital Outlay				
Administration	100,000		Solid Waste Master Plan	
Collections	270,000		Roll Off Truck (2011)	
Collections	285,000		Rear Load Trash Truck (2010)	
	<u>\$655,000</u>	<u>0</u>		

Unencumbered Cash



Available Funds



City of Emporia
Unencumbered Cash Report
as of March 31, 2024

	Amount	YTD Budget	Difference	Unencumbered Cash		
101 General Fund	9,004,996.45	7,782,100.26	1,222,896.19	General Use	12,255,006.20	46.41%
102 Multi Year Fund	3,250,009.75	5,875,651.15	(2,625,641.40)	Special Revenue	2,389,842.48	9.05%
103 Insurance Reserve	669,395.51	663,358.00	6,037.51			
104 Vacant Property Program	58,873.48	-	58,873.48	Utilities	1,146,300.26	4.34%
201 Library Fund	36,640.92	(8,924.00)	45,564.92	Internal Service	4,700,261.26	17.80%
203 Transient Guest Tax Fund	826,201.54	856,562.00	(30,360.46)	Capital Projects	2,264,305.23	8.57%
204 Industrial Fund	24,309.45	24,016.00	293.45	B&I	3,651,952.63	13.83%
205 Industrial Dev Sales Tax Fund	464,952.04	975,068.00	(510,115.96)		26,407,668.06	
206 Special Alcohol Fund	114,820.18	118,671.00	(3,850.82)			
207 Special Park & Recreation Fund	143,960.92	47,571.00	96,389.92	Budget		
208 Special Street Fund	245,303.51	136,007.00	109,296.51	General Use	(1,402,745.21)	
209 Drug Money Forfeitures Fund	36,227.87	37,215.00	(987.13)	Special Revenue	(39,789.52)	
210 Storm Water Fund	319,677.37	243,446.00	76,231.37	Utilities	(759,379.24)	
218 Emergency Shelter Grant Fund	6,394.00		6,394.00	Internal Service	4,700,261.26	
224 Fire Public Education	4,011.93		4,011.93	Capital Projects	2,264,305.23	
225 Police Grants Fund	4,714.95		4,714.95	B&I	(55,107.37)	
251 Emporia Homeowner Repair	(51,208.84)		(51,208.84)			
252 2014 Housing Rehab	76,035.35		76,035.35			
254 2020 CDBG Rehab Grant	3,994.00		3,994.00			
260 Land Bank	128,573.65		128,573.65			
301 Bond and Interest Fund	3,651,952.63	3,707,060.00	(55,107.37)			
305 Equipment Reserve Fund	562,451.11	579,091.00	(16,639.89)			
401 Coronavirus Recovery Grant	160,012.95		160,012.95			
406 Internal Improvement Fund	5,379,786.11		5,379,786.11			
409 Water Treatment Plant Improvement	680,819.20		680,819.20			
413 Water Main Improvements	(7,127,378.91)		(7,127,378.91)			
415 Civic Auditorium Project Fund	194,405.98		194,405.98			
423 Airport Improvements Fund	330,583.01		330,583.01			
428 Park Improvements Fund	(147,645.21)		(147,645.21)			
441 Paving Projects Fund	(486,657.58)		(486,657.58)			
442 Construction Projects Fund	(261,660.16)		(261,660.16)			
444 Waste water Improvement	3,542,039.84		3,542,039.84			
501 Water Utility Fund	(1,314,988.26)	(532,784.00)	(2,248,962.01)			
502 Sewer Fund	(885,810.99)	(1,289,377.00)	(1,572,390.27)			
503 Solid Waste Fund	3,347,099.51	2,614,865.00	3,061,973.05			
601 Worker's Comp Fund	2,251,326.98		2,251,326.98			
602 Health Care Fund	2,448,934.28		2,448,934.28			
708 Fire Insurance Proceeds	5,233.64		5,233.64			
	27,698,388.16					

The Governing Body of the City of Emporia, Kansas, met in Regular Session, Wednesday, April 3, 2024, with Mayor Giefer presiding and Commissioners Brinkman, 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.

Mickey Edwards, Executive Director of SOS, was in attendance to accept a proclamation declaring the month of April as “National Child Abuse and Neglect Prevention Month” in Emporia. She stated child abuse and neglect are serious problems affecting every segment of the community and finding solutions requires input and action from everyone in our community. Child abuse can have long-term psychological, emotional, and physical effects that can have lifelong consequences for victims of abuse. By providing safe, stable, and nurturing relationships for our children, free of violence, abuse, and neglect, we can ensure that Kansas’ children will grow to their full potential as the next generation of leaders. Working together as a community to increase awareness about child abuse and contribute to promoting the social and emotional well-being of children and families in a safe, stable, nurturing environment. She urged the citizens of Emporia to recognize this month by dedicating the task of improving the quality of life for all children and families.

Mayor Giefer then presented the proclamation.

Roxanne VanGundy, Director of Lyon County Communications Center, was in attendance to accept a proclamation declaring the week of April 14 through 20, 2024, as

“National Public Safety Telecommunicators Week” in Emporia. She stated when an emergency occurs the prompt response of police officers, firefighters, and paramedics is critical to the protection of life and preservation of property. The safety of police officers, firefighters and paramedics is dependent upon the quality of accuracy of information obtained from citizens who contact the Lyon County Emergency Communications Center. Public Safety Telecommunicators are the first and most critical contact citizens have with emergency services. She stated each Communications Officer has exhibited compassion, understanding and professionalism during the performance of their job in the past year and National Public Safety Telecommunicators is in honor of the men and women whose diligence and professionalism keep our city and citizens safe.

Mayor Giefer then presented the proclamation.

Pauline Stacchini, Executive Director Emporia Public Library, was in attendance to accept a proclamation declaring the week of April 7 through 13, 2024, as “National Library Week” in Emporia. She stated libraries offer the opportunity for everyone to connect with others, learn new skills, and pursue their passions, no matter where they are on life’s journey. Libraries have long served as trusted institutions ensuring access to information and services for all members of the community regardless of race, ethnicity, creed, ability, sexual orientation, gender identify, or socio-economic status. Libraries adapt to the ever-changing needs of their communities and play a pivotal role in economic development by providing resources and support for job seekers, entrepreneurs and small businesses. Libraries are an essential public good, protect the right to education and literacy and promote the free exchange of information and ideas. She encouraged all residents to visit their library and celebrate the adventures and opportunities they unlock for us every day. Ready, Set, Library!

Mayor Giefer then presented the proclamation.

Brandi Galbreath, Community Housing Coordinator, was in attendance to accept a proclamation declaring the month of April as “Fair Housing Month” in Emporia. She

stated the City is committed to the mission and intent of Congress to provide fair and equal housing opportunities for all. Equal housing opportunity is a condition of life in our city that can and will be achieved. They express the hope that this year's observance will promote fair housing practices throughout the City.

Mayor Giefer then presented the proclamation.

**CITY COMMISSION
(Emporia West Plaza Community Improvement District - CID)
(Public Hearing)**

Taylor Wash, Director of Special Projects, was recognized and addressed the Governing Body. She stated state statute authorizes the governing body of any municipality to adopt an ordinance establishing a community improvement district (CID) after receipt of a proper petition and holding a public hearing. At a previous City Commission meeting a petition was accepted for this project and a public hearing was scheduled. She stated this hearing will be the final step as provided for in Kansas statutes necessary to enact the 2% sales tax. After the hearing is closed, the Commission will then formalize the 2% tax by ordinance. She stated there are no impacts to city finances, however, the city does receive a 3% administrative fee to cover internal costs related to the administration and distribution of the tax.

Mayor Giefer then declared the public hearing open.

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

**CITY COMMISSION
(Emporia West Plaza Community Improvement District – CID)
(Ordinance Number 24-11)**

AN ORDINANCE OF THE CITY OF EMPORIA ESTABLISHING THE EMPORIA WEST PLAZA COMMUNITY IMPROVEMENT DISTRICT; AUTHORIZING THE MAKING OF CERTAIN PROJECT IMPROVEMENTS RELATING THERETO; APPROVING THE ESTMATED COSTS OF SUCH PROJECT IMPROVEMENTS; AND LEVYING A 2.0% CID SALES TAX; PROVIDING FOR THE METHOD OF FINANCING THE SAME, to which the City Clerk assigned Ordinance Number 24-11, was presented to the Governing Body for their consideration.

Taylor Wash, Director of Special Projects, was recognized and addressed the Governing Body. She stated the petition to establish this CID was submitted by the property owners, Emporia West Plaza on March 6, 2024. A public hearing was held prior to the consideration of this ordinance. If adopted, the entire site will have a 2% CID sales tax at the request of the owner. She stated this is a pay-as-you-go project that by statute will expire 22 years from the date that the State Director of Taxation begins collecting such tax. The tax is implemented on a quarterly basis and the Kansas Department of Revenue requires that all paperwork be submitted 90 days prior to the quarter in which collections begin. There are no financial impacts on city finances, the City does receive a 3% administrative fee to cover internal costs related to the administration and distribution of the tax. The City Finance Director will administer and distribute the sales tax receipts to the owners in accordance with City policies after receiving the monthly allocation from the Kansas Department of Revenue. She stated staff recommends adoption of Ordinance Number 24-11 for the Emporia West Plaza CID.

Commissioner Harter made a motion to approve Ordinance Number 24-11, an ordinance establishing the Emporia West Plaza Community Improvement District. Commissioner Smith seconded the motion. The vote follows: Commissioner Harter, aye; Commissioner Smith, aye; Commissioner Brinkman, aye; Commissioner Sauder aye; and Mayor Giefer, aye.

CITY COMMISSION (Board Appointments)

Emporia Public Library Board:

It was moved by Commissioner Brinkman seconded by Commissioner Harter that Heather Caswell and Sarah Wyrick be reappointed to the Emporia Public Library Board for terms that expire April 30, 2028. The vote follows: Commissioner Brinkman, aye; Commissioner Harter, aye; Commissioner Sauder, aye; Commissioner Smith, aye; and Mayor Giefer, aye.

Community Housing Board/Emporia Land Bank:

It was moved by Commissioner Brinkman seconded by Commissioner Harter that Carlos Garate be appointed to the Community Housing Board/Emporia Land Bank to fill an unexpired term that expires on May 31, 2025. The vote follows: Commissioner Brinkman, aye; Commissioner Harter, aye; Commissioner Sauder, aye; Commissioner Smith, aye; and Mayor Giefer, aye.

**SANITATION
(Rear Load Solid Waste Collections Truck)
(Equipment Purchase)**

Dean Grant, Director of Public Works, was recognized and addressed the Governing Body. He stated the Solid Waste Collections has a 2010 truck with a Crane Carrier chassis and a 2016 Pak Mor body, which has 132,487 miles and over 16,000 hours on it. Staff would like to purchase a new 2023 Battle Motors chassis with a 2024 Leach Alpha III rear load body from Key Equipment. He stated the estimated delivery for the new truck is late 2024. Pursuant to the City of Emporia Purchasing Policy, this purchase would be made utilizing a cooperative agreement through Sourcewell. The purchase price of the 2023 Battle Motors chassis with 2024 Leach Alpha III rear load body is in the amount of \$254,797.50. There is \$285,000.00 budgeted in the Solid Waste Capital Improvements Projects for the purchase of the rear load truck and the truck will be paid from the Solid Waste Fund. He stated staff recommends approval of the purchase of a new rear load 110 truck from Key Equipment in the amount of \$254,797.50.

Commissioner Harter made a motion to approve the purchase of a new rear load 110 truck from Key Equipment in the amount of \$254,797.50. Commissioner Brinkman seconded the motion. The vote follows: Commissioner Harter, aye; Commissioner Brinkman, aye; Commissioner Sauder, aye; Commissioner Smith, aye; and Mayor Giefer, aye.

Consent Agenda

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

- a. Minutes of Regular Commission Meeting Held on March 20, 2024.
- b. Memorandum of Understanding and Cooperation with Emporia State University.

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

CITY COMMISSION (City Manager's Report)

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

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

TENTATIVE AGENDA FOR APRIL 16, 2024, MEETING.

- Earth Day Proclamation.
- Arbor Day Proclamation.
- Appoint Member to Emporia Human Relations Commission.
- Award Eagle Pond Renovation Project.
- Award Southeast Transmission Waterline Materials.
- Change Order for Mechanic Street Parking Lot.
- Lockwood Heights (W. 6th Avenue) RHID.

STUDY SESSION

Quaker Park Update.
Discuss Sewer Ordinance.

CITY COMMISSION (Public Comment)

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

EXECUTIVE SESSION

Commissioner Sauder 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 11:44 a.m. and invite Tayler Wash, Director of Special Projects and Jim Witt, Interim RDA President. Commissioner Harter seconded the motion. The vote follows: Commissioner Sauder, aye; Commissioner Harter, aye; Commissioner Brinkman, aye; Commissioner Smith, aye; and Mayor Giefer, aye.

Upon reconvening the meeting in Regular Session at 11:44 a.m., this same date, in the City Commission Meeting Room, Mayor Giefer stated they had preliminary discussion of the acquisition of real property and no action was taken.

Commissioner Smith made a motion to recess the meeting until 12:00 p.m. to Conference Room 1AB. Commissioner Harter seconded the motion. The vote follows: Commissioner Smith, aye; Commissioner Harter, aye; Commissioner Brinkman, aye; Commissioner Sauder, aye; and Mayor Giefer, aye.

STUDY SESSION:

1. Discuss Strategic Visioning Session Two.

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

Danny Giefer, Mayor

ATTEST:

Kerry Sull, City Clerk



Commission Action Report

William Allen White Elementary License Agreement

Title: William Allen White Elementary License Agreement
at 902 Exchange Street

Agenda Date: April 17, 2024

Presented By: James Ubert, City Engineer

Background:

The current William Allen White Elementary School remodel and addition project has proposed constructing 21 new parking spaces on the East side of Exchange Street, facing the school building. This will also add one ADA parking to the school, consistent with City planning and zone guidelines.

Discussion:

The proposed parking spaces are within City street Right-of-Way and this license agreement will allow for construction and maintenance of such.

Financial considerations:

N/A

Recommended action:

Approve the License Agreement with USD 253 Emporia School District and authorize the mayor to sign the License Agreement.

Attachments:

License Agreement and Exhibits

LICENSE AGREEMENT

THIS AGREEMENT made this 29th day of March, 2024, by and between the City of Emporia, Kansas, a municipal corporation, hereinafter referred to as "CITY"; and Unified School District No. 253, Lyon County, Kansas, hereinafter referred to as "LICENSEE".

WITNESSETH:

WHEREAS, LICENSEE is the owner of a tract of land situated in the City of Emporia, Lyon County, Kansas and generally described as:

Lots 132, 134, 136, 138, 140, 142, and 144 on Exchange Street in the City of Emporia, Lyon County, Kansas, situated in Section 10, Township 19S, Range 11E of the Sixth Principal Meridian, according to the recorded plat of Emporia Original Town Site, in Plat Book 1, Page 1, in the Office of the Lyon County Register of Deeds.

and more commonly known as 902 Exchange Street, Emporia, Kansas: and

WHEREAS, the CITY is the owner of an utility easement/right-of-way (hereinafter "CITY EASEMENT") and LICENSEE desires to construct on-street parking stalls (hereinafter "LICENSED USE") within the CITY EASEMENT; and

WHEREAS, the CITY is willing to allow the placement of such LICENSED USE within the CITY EASEMENT upon the terms and conditions as hereinafter set forth.

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

1. The CITY does hereby grant and convey to LICENSEE a license, under, upon and over a portion of the CITY EASEMENT as shown by the diagram attached hereto as Exhibit A and incorporated by reference herein.

2. The license granted herein to LICENSEE is for the sole purpose of the LICENSED USE in the CITY EASEMENT and for the purpose of ingress and egress for the purpose of maintenance; provided that LICENSEE'S use of the CITY EASEMENT

does not unduly interfere nor is hazardous to the traveling public or any use of the public right-of-way.

3. That LICENSEE agrees it will repair/replace the CITY EASEMENT and any improvements or utilities therein at LICENSEE'S expense, to City standards, approved by the City Engineer, that are disturbed during LICENSED USE of the CITY EASEMENT including, without limitation, the installation/construction and/or maintenance of the LICENSED USE.

4. LICENSEE does hereby acknowledge that the license granted hereunder is under, over and upon a public easement and right-of-way and the parties agree that said grant is terminable at the will of the CITY if for any reason the CITY deems it necessary, the determination of which is in the sole discretion of the CITY. This license shall automatically terminate 60 days after the City enacts a licensing permit procedure for regulating installations in the City's rights-of-way and easements or institutes a fee requirement for installations in such easements and rights-of-way.

5. In the event the CITY determines to cancel this license, it may do so by a written notification to LICENSEE to remove the LICENSED USE and LICENSEE agrees to remove said LICENSED USE within 30 days of said notification at its expense and to restore the property to its condition prior to installation of the LICENSED USE.

6. LICENSEE agrees that the City, or any of its franchisees, does not have any responsibility or liability for damage to said LICENSED USE as a result of any installation, maintenance or construction of facilities/utilities presently existing or subsequently installed within the CITY EASEMENT, and LICENSEE does hereby waive any liability for and agrees to assume all risk of loss or damage to the LICENSED USE.

7. LICENSEE agrees to indemnify and hold harmless the CITY, its officers, and employees from any liability to person or property due to the placement or maintenance of said LICENSED USE in the CITY EASEMENT, including the cost of any attorney's fees incurred in the defense of any legal action associated with such placement or maintenance and further to indemnify the CITY against any real estate taxes or other costs and expenses it may occur due to the placement of said LICENSED USE in the CITY EASEMENT.

LICENSEE shall, during the term of this License Agreement, at its sole cost and expense, maintain a comprehensive general liability insurance policy insuring the CITY, its officers and employees, from any liability to person or property due to the placement or maintenance of the LICENSED USE in and on the CITY EASEMENT.

Each policy of insurance shall be non-cancelable and non-amendable to the extent any proposed amendment reduces the limits or scope of insurance required without thirty (30) days prior written notice to the CITY. A certificate of insurance shall be delivered to the CITY. The minimum limits of liability of such insurance shall be \$1,000,000 for combined bodily injury or death and damage to property per occurrence and \$2,000,000 aggregate.

8. LICENSEE covenants that it will not interfere through its use of the CITY EASEMENT with any utilities currently existing therein or hereinafter installed. They further covenant that any damage to such utilities caused by LICENSEE or their employees, contractors, agents or assigns shall be repaired at the cost of LICENSEE.

9. LICENSEE agrees to provide to the City Engineer a map locating for the CITY the "as built" location of the aforementioned LICENSED USE including distances to property lines and centerlines of streets.

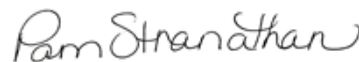
10. The obtaining of any easements, licenses, or right-of-ways from adjoining property owners necessary for LICENSEE to make effective use of the license granted hereunder shall be the sole responsibility of the LICENSEE.

11. The license granted hereunder shall be deemed a covenant running with the land so long as the license thus granted continues, moreover the parties hereto bind and obligate themselves and their executors, administrators, successors and assigns to the rights and obligations respectfully granted and assumed hereunder. The foregoing notwithstanding LICENSEE shall not assign this license without the express written consent of the CITY which consent may be withheld in the discretion of the CITY.

12. This agreement may be filed of record with the Lyon County Register of Deeds by the CITY, at its expense, and if so filed may be terminated by filing a copy of the written notice provided for herein with the Lyon County Register of Deeds.

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

Unified School District No. 253



BY:

Assistant Superintendent Business Operations
(TITLE)

BE IT REMEMBERED, that on this ____ day of _____, A.D., 20____, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came _____, who is personally known to me to be the same person who executed the above instrument of writing and such person duly acknowledges the execution of the same.

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

Notary Public

My Commission Expires _____

CITY OF EMPORIA, KS
BY:

Danny Giefer, Mayor

ATTEST:

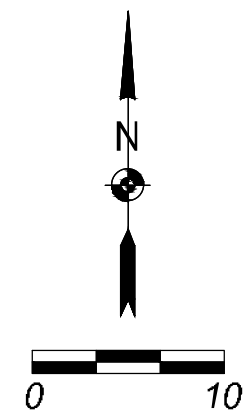
Kerry Sull, City Clerk

BE IT REMEMBERED, that on this ____ day of _____, A.D., 20____, before me, the undersigned, a Notary public in and for the County and State aforesaid, came Mr. Danny Giefer, who is personally known to me to be the same person who executed the above instrument of writing and such person duly acknowledges the execution of the same.

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

Notary Public

My Commission Expires _____



A		Proposed Building Addition
B		Install 4" Concrete Sidewalk (3,608.9 SF)
C		Remove & Replace 6" Concrete Pavement (708.0 SY) on 6" Aggregate Base (AB-3)
D		Install 6" Intorg Curb (261.0 LF)
E		4" Pavement Marking (Paint)(White) (564.8 LF)
F		Proposed Utilities: See Utility Plan, Sheet C008
G		Pavement Marking Symbol (White)(Paint) (1 Ea.)

---960---	Existing Contours
---961---	
---961---	Proposed Contours
Ex.	Existing
FFE	Finished Floor Elevation
FL	Flowline
TC	Top of Curb
TP	Top of Pavement
TS	Top of Sidewalk
M.E.	Match Existing

H T K

ARCHITECTS

900 S. KANSAS AVE., SUITE 200
OVERLAND PARK, MISSOURI 66204
P 785.266.6373
www.htkarchitects.com

5300 W. LOTHROP, STE. 140
OVERLAND PARK, MISSOURI 66204
P 913.663.6373



DATE:
● JANUARY 31, 2024

REVISED DATE:
●  1/31/24 Revisions

**WILLIAM ALLEN WHITE ELEMENTARY SCHOOL
REMODEL & ADDITION**

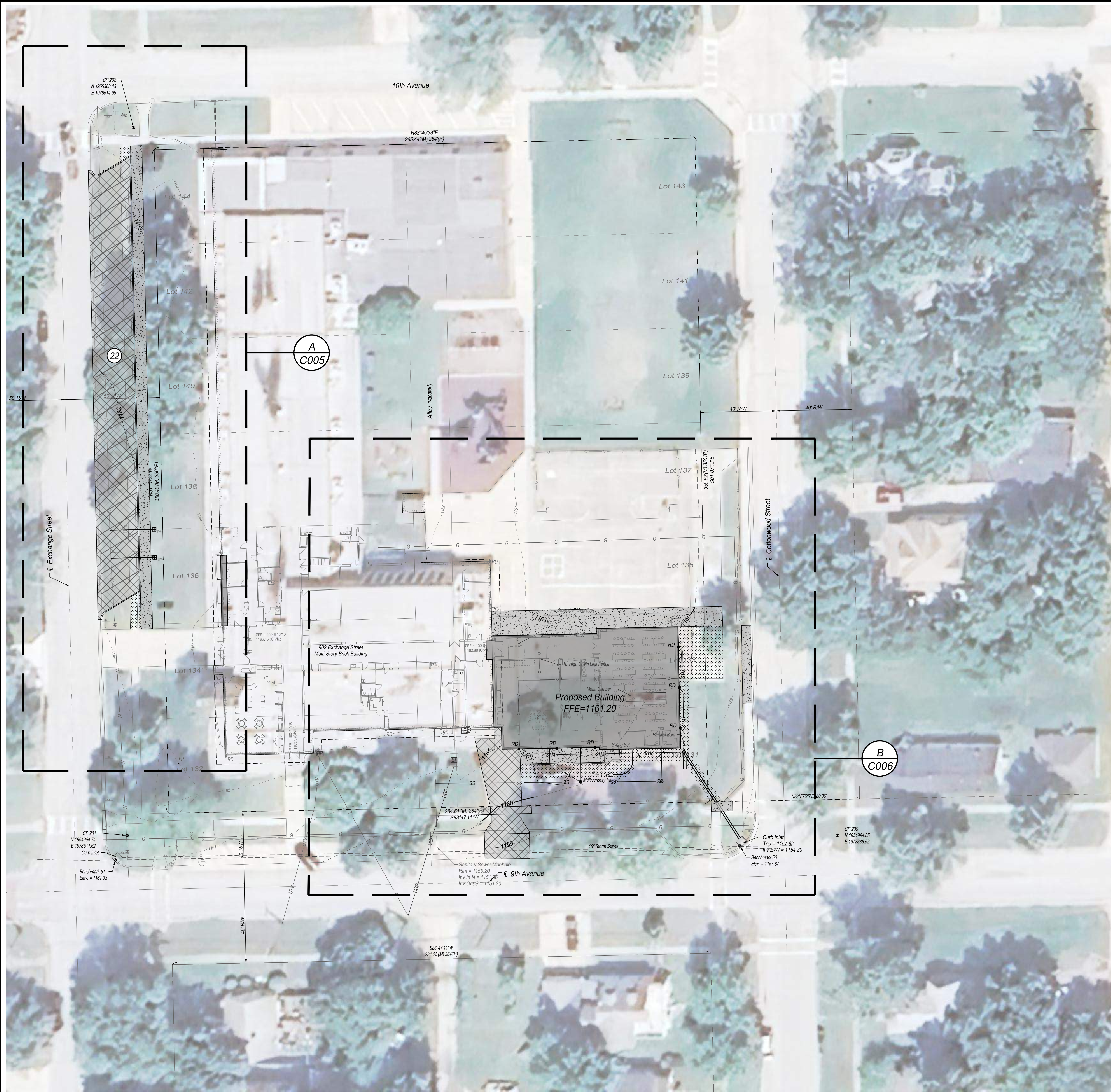
SHEET CONTENTS:

HTK PROJECT NUMBER:
● 1804.03-009

SHEET NUMBER:

C005

100% CONSTRUCTION DOCUMENTS



PLAN NOTES

SITE GRADING GENERAL NOTES:

- CLEARING AND GRUBBING:** Prior to beginning preparation of subgrade, all areas under pavements or building shall be stripped of all topsoil, vegetation, large rock fragments (greater than 6 inches in any dimension) and any other deleterious material. The actual stripping depth should be based on visual examination during construction and the results of proof-rolling operations. The root systems of all trees (not designated to remain) shall be removed in their entirety. Stripping materials shall not be incorporated into structural fills.
- SUBGRADE PREPARATION:** Prior to placement of new fill material, the existing subgrade shall be proofrolled and approved under the direction of the Geotechnical Engineer or his representative.
- PROOFROLLING:** Subsequent to completion of stripping and over-excavation, all building and pavement areas to receive engineered fill should be systematically proof-rolled using a tandem axle dump truck loaded to approximately 20,000 pounds per axle. Also, any finished subgrade areas to receive paving shall be proof-rolled within 48 hours of paving. Unsuitable soils that are detected and then can not be re-compacted should be over-excavated and replaced with controlled structural fill.

EARTHWORK NOTES:

- GEOTECHNICAL:** All earthwork shall confirm to the recommendations of the Geotechnical Report. Said report and its recommendations are herein incorporated into the project requirements by reference. Prior to beginning construction, the contractor shall obtain a copy of and become familiar with the Geotechnical Report. Unless specifically noted on the plans, the recommendations in the Geotechnical Report are hereby incorporated into the project requirements.
- FILLS:** All fills shall be considered controlled or structural fill and shall be free of vegetation, organic matter, topsoil and debris. In areas where the thickness of the engineered fill is greater than five feet, building and pavement construction should not commence until so authorized by the On-Site Geotechnical Engineer to allow for consolidation.
- BUILDING SUBGRADE:** As specified in the Geotechnical Report, the upper 24 inches of building subgrade shall consist of Low Volume Change (LVC) material. Refer to Geotechnical Report for acceptable LVC material.

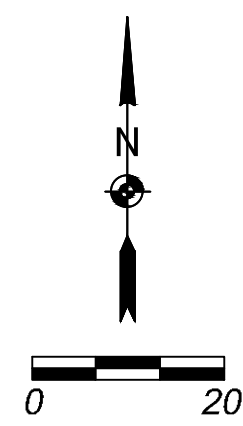
PRELIMINARY EARTHWORK CALCULATIONS:

Common Excavation: 0 CY
Embankment, In Place: 26.7 CY*

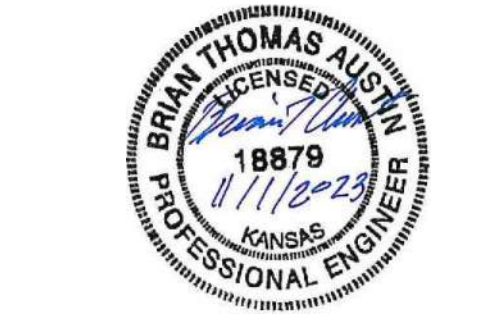
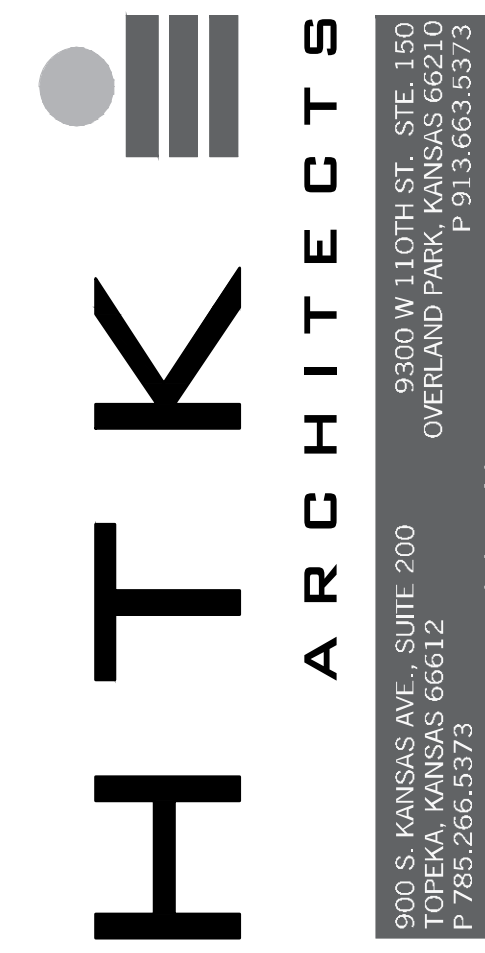
*Does not include LVL Material under building slab.

LEGEND & ABBREVIATIONS

---	Existing Contours
---	Proposed Contours
Ex	Existing
FFE	Finished Floor Elevation
FL	Flowline
TC	Top of Curb
TP	Top of Pavement
TS	Top of Sidewalk
M.E.	Match Existing



OVERALL PAVING &
GRADING PLAN



DATE:
● NOVEMBER 1, 2023
REVISED DATE:
●

WILLIAM ALLEN WHITE ELEMENTARY SCHOOL
REMODEL & ADDITION

USD 253 EMPORIA PUBLIC SCHOOLS
902 Exchange Street, Emporia, Kansas

SHEET CONTENTS:
●
HTK PROJECT NUMBER:
● 1804.03-009
SHEET NUMBER:
C004
100% CONSTRUCTION DOCUMENTS



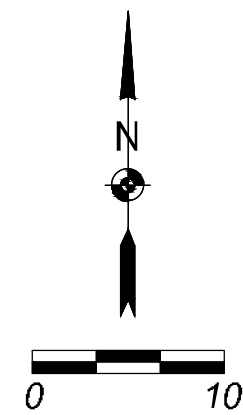
UTILITY PLAN NOTES

GENERAL NOTES:

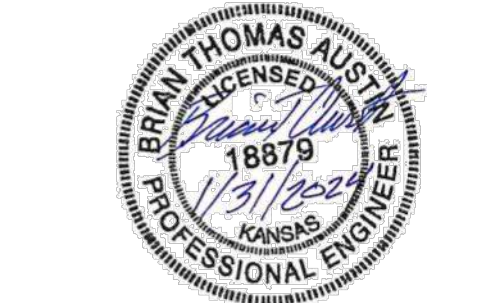
1. All construction methods and materials used in the construction of the improvements covered by these plans shall be in accordance with the Master Set of Specifications for City of Emporia, Kansas.
2. Utilities locations were provided by the owner. The location of all overhead and underground utilities may vary from what is indicated in these plans. It shall be the contractor's responsibility to coordinate with the utility owner to locate and flag all underground utilities whether indicated or not. No excavation will be permitted in the area of underground utilities until all such utilities have been located and identified to the satisfaction of all parties and then only with extreme care to avoid any possibility of damage to the utility.
3. All Permits and fees necessary to construct the project are the responsibility of the contractor unless otherwise noted.
4. Unless otherwise specified, all disturbed areas that are non-hardscaped shall be either landscaped or seeded, fertilized and mulched in accordance with the Landscaping Plan and Technical Specifications of the Local Governing Body.
5. All pavement removal areas shall be full-depth saw cut to form a straight and uniform line.
6. Contractor shall provide work zone traffic control in compliance with City of Emporia Standards and the Manual on Uniform Traffic Control Devices (MUTCD) while working on or adjacent to public roadways is proceeding. The contractor shall require a Traffic Disruption Permit from the City of Emporia Engineering Division 48 hours in advance of work in the public R/W.

UTILITY PLAN KEY NOTES

- (W1) Water Meter (2 Ea.)
(W2) Install new 3" Water Pipe (DCW) (46.4 LF).



UTILITY PLAN
(WEST)



DATE:
● JANUARY 31, 2024

REVISED DATE:
● 1/31/24 Revisions

WILLIAM ALLEN WHITE ELEMENTARY SCHOOL
REMODEL & ADDITION

SHEET CONTENTS:

HTK PROJECT NUMBER:
● 1804.03-009

SHEET NUMBER:

C007

100% CONSTRUCTION DOCUMENTS

SBB # 20-008-05

USD 253 EMPORIA PUBLIC SCHOOLS

902 Exchange Street, Emporia, Kansas



Commission Action Report

Informational Items

Title: Informational Items

Agenda Date: April 16, 2024

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 May 1, 2024.

Commission Meeting :

- Proclamation Recognizing Community Action Month.
- Proclamation Recognizing National Police Week.
- Proclamation Recognizing MUPP Walk, Run & Bike Week.
- Award 2024 Street Rehab Project.
- Quaker Park-Next Step
- Emergency Shelter Grant Application.
- Award SE Transmission Waterline-Materials Only.
- Hamms Contract Extension.
- Change Order for Mechanic Street Parking.
- Change Order for Peyton Street Waterline.

Study Session:



Commission Action Report

Executive Session

Title: Executive Session

Agenda Date: April 16, 2024

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.

Title: Review Transfer of Quaker Park to Land Bank

Agenda Date: April 16, 2024

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/Lyon County Joint Comprehensive Plan contemplated using Quaker Park for housing.

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:

Considerable opposition developed over the past few months to the development of Quaker Park for housing and/or eliminating the property as a City Park. There is sentiment against using City open space (City Parks) for housing.

Though the Emporia/Lyon County Joint Comprehensive Plan mentioned utilizing certain City Parks for residential housing, a reexamination of whether any City Park property should be converted to residential use should be considered by the City Commission.

Further, the Emporia Land Bank is interested in feedback on whether considering City Parks for residential development is something the Commission thinks is appropriate or whether efforts for the Land Bank should continue focusing on private vacant residential property, with or without structures in place on the property.

Lastly, does the City Commission want to utilize the surplus property process in the future when considering the disposition of public parks?

Financial considerations:

The transfer of land itself would be minimal in costs, however, the Emporia Land Bank does have approximately 125K to pay for development costs (such as purchasing land).

Attachments:

Quaker Park Map
Deed
Land Bank Letter
Park Inventory
Comp Plan Reference Maps
Resolution 3726
Resolution 3727



1 ST AVE

QUAKER PARK

SYLVAN ST

50.01

1

171.9

50.01

2

171.9

50.04

3

STATE OF KANSAS, LYON COUNTY.
Filed for Record this 31st day of May
1952 at 11:30 AM and duly recorded
in Vol. 228, Page 531.
Charles H. Williams
CLERK OF DISTRICT COURT

RELEASE AND ASSIGNMENT

For value received and in consideration of our religious, charitable, benevolent and service objectives, we do hereby assign all of our right, title and interest in and to the realty described as follows:

Lots 10, 12, and 14 on Sylvan Street in the City of Emporia, Lyon County, Kansas

to the City of Emporia, Lyon County, Kansas.

We do further release the City of Emporia from any claim to said realty arising from or on behalf of our membership.

In the event that eminent domain proceedings are instituted by the said City of Emporia, Kansas, in order to proceed immediately with the establishing of a park on said realty, we do transfer, assign and set over to the said City of Emporia, Kansas, the award made.

Dated at Emporia, Kansas, this 22nd day of April, 1952.

Trustees of Monthly Meeting of Friends
at Galena, Kansas - Successors to the
Conservative Friends of Cottonwood
Monthly Meeting, Emporia.

Ralph Osborn

Herman Osborn

David Osborn

STATE OF KANSAS, COUNTY OF Cherokee SS.:

Subscribed and sworn to by Ralph Osborn,

David Osborn and _____,

before me this 28 day of April, 1952.

[Signature]
Notary Public

My commission expires: April 26 - 1956.

STATE OF COLORADO, COUNTY OF ADAMS, ss
Subscribed and sworn to by Herman Osborn, before me
this 3rd day of May, 1952.

531

William M. Perry
My Commission expires January 22, 1955



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

NAME	BASEBALL	OWNED	DISC GOLF	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

MAKING OUR PARKS GREAT

Specific park infill projects

Parks are not just places, destinations, or playgrounds. They are important to the fabric of the community. This is because parks serve everyone - irrespective of gender, ethnicity, age, or financial status. Developing or redeveloping a park or open space can be a catalyst for revitalizing a neighborhood and community. This section illustrates the redevelopment of two parks: Walnut and Quaker. The plans propose developing a portion of each park to fund the redevelopment and enhancement of the existing park space.



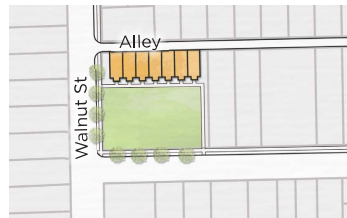
Walnut Park's spacious grassy area provides open space to relax or play.

Walnut Park

The underused north edge of Walnut Park becomes a parcel for up to seven townhomes with tuck-under parking access off of the existing alley. Tuck-under parking allows for smaller lots to be used, and parking in the alley ensures that the townhomes will have porches facing the park. The single-family, attached homes would allow for heightened visibility of the park, a concept known as 'natural surveillance.' Natural surveillance, a term from "Crime Prevention Through Environmental Design," relies on the ability for people who might be about to commit a crime to feel vulnerable to being caught because of the risk of detection and apprehension due to heightened visibility from homes or places of work into a place where a crime might take place. Ways to promote natural surveillance include low landscaping, street lights, street designs that encourage pedestrian use, doors and windows that look out onto streets and parks, see-through barriers, and front porches.



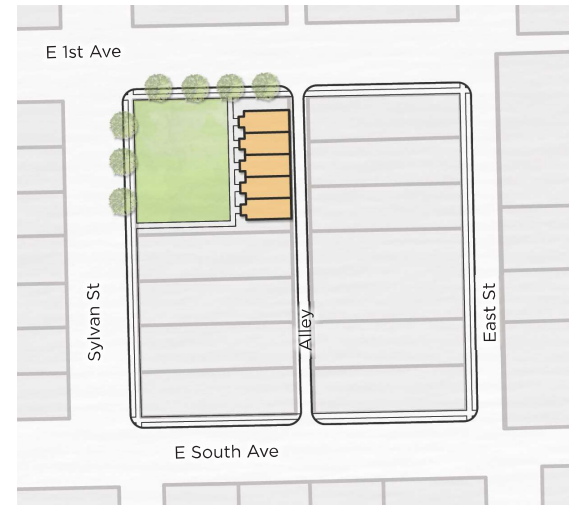
WALNUT PARK EXISTING CONDITIONS



WALNUT PARK REDEVELOPMENT PLAN



QUAKER PARK EXISTING CONDITIONS



QUAKER PARK REDEVELOPMENT PLAN

KEY FINDING

According to several studies compiled by the American Planning Association, parks provide many economic benefits to a community in addition to their environmental, aesthetic, and recreation benefits. A well-maintained and quality park can positively affect property values, increase municipal revenue, and attract home-buyers. Improving neighborhood parks like Walnut and Quaker will often prove to be a good financial investment for the city as well as attract new residents to the community.

Quaker Park

During the planning process, Quaker Park was identified as underused and unkempt. In order to improve the park, the east edge becomes a parcel for up to five townhomes with tuck-under parking accessed off to the existing alley. The revenue from the sale of the property could be used to maintain and enhance the park as well as add amenities. By adding homes that face the park, natural surveillance is increased, which improves safety within the park and makes it a more attractive public space.

RESOLUTION NO. 3726

A RESOLUTION OF THE CITY OF EMPORIA, KANSAS DESIGNATING QUAKER PARK SURPLUS REAL PROPERTY.

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 has submitted a request for the Governing Body to transfer Quaker Park to the Land Bank for purposes of residential development, and

WHEREAS, the Governing Body adopted Resolution No. 3666 establishing City Policy 1-13 Sale of Surplus Real Property which sets forth a procedure for requests to purchase City property;

WHEREAS the Governing Body finds it appropriate to apply City Policy 1-13 to a potential transfer or sale of Quaker Park property.

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

Section 1. That approximately 0.5 acres of real property located at 28 Sylvan Street in the City of Emporia, Kansas commonly known as Quaker Park is hereby declared surplus real property in accordance with City Policy 1-13.

Section 2. That the Governing Body of the City of Emporia directs city staff to add Quaker Park to the Surplus Real Property List, and to advertise a Request for Proposals for the Quaker Park property.

Section 3. This resolution shall become effective upon passage.

APPROVED AND ADOPTED BY THE GOVERNING BODY OF THE CITY OF EMPORIA, KANSAS this 6th day of March 2024.

Danny Giefer, Mayor

ATTEST:

Kerry Sull, City Clerk

RESOLUTION NO. 3727

A RESOLUTION OF THE CITY OF EMPORIA, KANSAS AUTHORIZING CITY STAFF TO PUBLISH NOTICE OF THE PROPOSED SALE OF QUAKER PARK PROPERTY.

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 City has received a request to purchase the Quaker Park property for purposes of residential development; and

WHEREAS, pursuant to City Policy 1-13, the City has designated the Quaker Park property as surplus real property and intends to advertise a request for proposals for purchase and development of the property; and

WHEREAS, pursuant to K.S.A. 12-1301 prior to selling public park property, the City is required to first publish notice of the proposed sale in the official City newspaper once each week for two consecutive weeks upon the same day of the week, and to allow thirty (30) days from the date of the last publication in the event a protest petition is filed.

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

Section 1. City staff is hereby authorized to publish notice of the proposed sale of Quaker Park property in accordance with applicable law.

Section 2. This resolution shall become effective upon passage.

APPROVED AND ADOPTED BY THE GOVERNING BODY OF THE CITY OF EMPORIA, KANSAS this 6th day of March 2024.

Danny Giefer, Mayor

ATTEST:

Kerry Sull, City Clerk



Study Session Report

Economic Development Taskforce Final Report

Title: Economic Development Taskforce Final Report

Agenda Date: April 16, 2024

Presented By: Jamie Sauder, Commissioner
Tayler Wash, Director of Special Projects

Background:

This taskforce was assembled to evaluate economic development efforts in Emporia, compare our practices to those of other communities, and identify recommendations for the next steps.

Discussion:

Review the report and discuss recommendations.

Financial Considerations:

N/A

Attachments:

Economic Development Structure Advisory Task Force Final Report
Report Appendix: Recommendations Presented by Task Force Members

Economic Development Structure Advisory Task Force

Final Report

Purpose: Upon the request of the City, a task force was convened to assess and enhance the approach to economic development within the Emporia community. The primary objective of this task force is to review current operations, compare best practices from other communities, and ensure the city is meeting overall economic development goals.

Overview: Over a span of six weeks, the task force convened three times to deliberate on various aspects of economic development in Emporia. The initial meeting focused on appraising the present economic landscape of Emporia compared to other communities in the state. Subsequently, each member presented their vision for an 'ideal state' regarding the Regional Development Authority (RDA). The culmination of these discussions occurred during the final meeting, where recommendations were refined.

Definite Recommendations: After extensive deliberation, the task force unanimously agreed on specific measures aimed at bolstering the internal framework of the RDA to optimize its efficacy. Key proposals include enhancing talent acquisition processes and allocating sufficient resources to support this endeavor. Additionally, it is recommended to strengthen the RDA's governance structure by incorporating an additional representative from both the City and the County and increasing the County's financial investment in the RDA. Furthermore, there is a suggestion to explore the possibility of an elected county/city official assuming chairmanship of the RDA board. It is also advised to maintain the RDA as an independent entity.

Aspirational Recommendations: While numerous innovative ideas were proposed during discussions, achieving consensus proved challenging. These aspirational recommendations represent avenues that require broader collaboration and a willingness to explore unconventional strategies:

- Centralizing economic development efforts under a unified umbrella to foster collaboration and minimize redundant initiatives.
- Broadening the RDA's scope beyond large-scale endeavors to encompass support for commercial and small business development, with an emphasis on grassroots incentives for attracting small businesses and talent.
- Establishing a unified entity to dissolve barriers between various stakeholders impacting economic development and serve as the governing body for all facets of economic development in Emporia.
- Acknowledging niche industries such as cycling and disc golf and advocating for tailored recruitment and support efforts akin to traditional sectors.
- Devoting concerted efforts to cultivate a conducive environment for robust economic development within the community, including initiatives related to

education, housing, childcare, and workforce development, leveraging existing educational resources.

- Dedicate efforts and resources to research regarding the impact of our current economic development efforts on quality of life, economic stability, and overall community growth and well-being.
- Explore the possibility of relocating the RDA to White Auditorium, co-locating with other city offices for enhanced efficiency.

Final Thoughts: It is evident that the status quo of economic development in Emporia is unsustainable, particularly in the face of looming challenges such as automation, changes in the workforce, and changes in the overall economy. Our historical focus has predominantly centered on large-scale economic development initiatives. However, we have observed that heavy incentivization in this realm often results in a downward pressure on wages, creating a cheaper workforce. Moreover, it tends to prioritize short-term gains over long-term sustainability. Strategic measures must be implemented to strengthen our economic structures against future uncertainties and now is the ideal time to take action.

While these recommendations signify a significant step forward, they are subject to review and refinement based on feedback from the Commission.

EDSATF

Report

Appendix A

Context

In the fall of 2023, Emporia's City Commission sought insight on the need and potential recommendations to revise the current framework in which Emporia cultivates economic development. The commission identified the need to revisit the 50+ year old model of economic development to ensure it operates efficiently and productively compared to other Kansas communities.

Currently the Emporia Regional Development Association (RDA) is the leading driver of large-scale economic development, curating new business opportunities and preparing competitive bids for future employers within the community. Emporia Enterprises (EE), a city appointed committee, also aids in economic development by identifying and obtaining land to develop into employment opportunities for the community. Their process of land acquisition is intended to be more profitable and efficient than other means, such as city or RDA processes.

Additionally, other economic development drivers within the community include the Emporia Area Chamber of Commerce (EACC, whose subsidiaries include Visit Emporia and Ignite Emporia) and Emporia Main Street (EMS). EACC operates as a traditional chamber of commerce, uniting local businesses to advocate for and develop the city's business community. Visit Emporia aims to market Emporia as a tourist destination and permanent home to current non-residents, while Ignite Emporia focuses on community, workforce, and housing development, all under the organizational structure of EACC. Finally, EMS promotes economic vitality for all of Emporia, with a specific focus on downtown.

The task force was formed by members appointed as follows:

- Two members representing the RDA
- Two members representing EE
- Two members representing Lyon County
- Two members representing the City of Emporia

Several key points were brought to light in the opening task force meeting. In summary, and by no means exact, the task force discussed what exactly economic development means – in general and to the city. Senator Longbine, past RDA board member and by default the most experienced task force member, briefed the group on the details of economic development and how Emporia has pursued it up to the current date. Longbine surmised that Emporia's economic development over the past several decades has been overwhelmingly productive and that surrounding area development does not compare. For the sake of brevity, bulleted notes from the meeting can be found in Appendix A and will not be transcribed here. Simply, a summary of key themes are provided below:

- If the RDA were to move under the city, it would impede on their ability to execute their current duties.

- The RDA currently operates fiscally inefficient as an operational unit (see Cocking's comment).
- The RDA President lacks general oversight (see comments regarding the incident involving the last President).
- The current structure of the RDA and EE allow them to acquire land and pursue business leads more effectively compared to a city department/agency.
- There are several areas of overlap between current economic development entities. Roles and synergies should be better defined.
- RDA personnel involvement has decreased overtime, specifically from unpaid board members.

Common Themes from Research

Misconception of Large Bids

Many communities believe primary economic development should revolve around large employers either creating a new facility or relocating an existing facility to their region. Emporia is no exception. This belief is shown to hold true in our community as EE seeks to acquire land at a low value, develop this land, and allow the RDA to use this land to incentivize moderate to large firms to select Emporia for their operations. Though these incentive packages have worked in the past (Hills, as Longbine mentioned in our last meeting), large firms typically select locations based on inherent to Emporia, such as location. Other incentives, such as tax abatement, infrastructure development, and cash incentives are afterthoughts (Kolesar).

Additionally, those in charge of creating incentive packages and promoting economic development primarily answer to elected officials, such as our city commission. These elected officials often seek short term returns over long term investments to economic development, opting for "ribbon cutting" selections and "number of jobs" to promote over data driven decisions from thorough research (Dewar).

Finally, there is a hypothesis that poorer areas (such as Emporia) typically outbid richer areas due to offering a cheaper workforce with lower average wages and tax abatement and/or incentive packages in hopes to boost economic development. **"If the cost of winning at such competition requires not only lower reservation wages, but also deep subsidies to the recruited firms, then it robs these state and local treasuries of revenues needed to improve school systems, health care, and infrastructure, and thus may ensure that the poor remain poor (Accordino)."**

Investment into Existing Business

Developing existing business and supporting local entrepreneurs is one hypothesis to promoting positive economic development, though it may appear to impact the community slower and on a smaller scale than large bids. **"The goal [of nurturing the existing economy] is to make the**

process for business establishment and growth as transparent as possible (Archibald, Sleeper)." There is shown success in also recruiting small firms and creating policy that encourages outside entrepreneurship to move into a region to promote economic development. The focus from large corporate bids to small/moderate sized endeavors has evolved due to a decrease in manufacturing jobs (most likely due to automation, as Mark mentioned last meeting) and an increase in service jobs. Small firms are being sought to promote growth within their region, instead of bringing in "shock growth" firms that disrupt other factors such as affordable housing and accessible childcare.

The Pressing Need for Research and Development

Margaret Dewar, an associate professor from the University of Michigan, writes an interesting article reviewing an economic development program based in Minnesota in the 80s. Minnesota provided between \$8 and \$9 million per year for several years to promote economic development in underprivileged areas within the state. She reviews two hypotheses:

1. The technocratic view – Performance measures were not in place to identify whether an area was positively affected or not, thus funding initiatives that were not impactful resulting in the failed state program.
2. The political-economic view – Bureaucracy and self-serving elected officials led to the demise of the program because focus became re-election and quick-wins.

This article, as well as Sleeper and Archibald's, discuss the need for proper performance measurement when selecting economic development initiatives. Leaders should possess a concrete understanding of what is to be impacted in the community from each initiative.

The Problem: Cannibalizing Resources

As mentioned previously, Emporia can identify seven key entities involved with economic development, of which three are subsidiaries of others. By identifying key entities simply by their EINs, quite literally making them separate businesses, we identify EACC, RDA, EMS, and the City of Emporia. These organizations operate separately pursuing their own mission, providing their own organizational infrastructure, and reporting their own state and federal metrics as needed. Each organization's mission and structure is provided below:

Entity	Type	Mission
City of Emporia	Municipality	*Each department has its own mission
EACC	501(c)(6)	It is the mission of the Emporia Area Chamber of Commerce to be proactive in creating an environment for business and community success.
RDA	501(c)(6)	To proactively promote economic growth of the East

		Central Kansas region through commercial and industry recruitment, expansion, and training enhancements.
EMS	501(c)(6)	Emporia Main Street is committed to bringing economic vitality not only to downtown Emporia, but the entire Emporia community and surrounding area.

Of these four entities, three of them are classified as 501(c)(6) not-for-profit organizations. By definition from the IRS,

“Section 501(c)(6) of the Internal Revenue Code provides for the exemption of business leagues, chambers of commerce, real estate boards, boards of trade and professional football leagues, which are not organized for profit and no part of the net earnings of which inures to the benefit of any private shareholder or individual... A business league is an association of persons having some common business interest, the purpose of which is to promote such common interest and not to engage in a regular business of a kind ordinarily carried on for profit.”

[https://www.irs.gov/charities-non-profits/other-non-profits/business-leagues#:~:text=Section%20501\(c\)\(6\).of%20any%20private%20shareholder%20or](https://www.irs.gov/charities-non-profits/other-non-profits/business-leagues#:~:text=Section%20501(c)(6).of%20any%20private%20shareholder%20or)

Additionally, each of these organization’s mission calls to promote economic development in the Emporia area, they simply utilize different vessels to carry out that mission. In general, EACC networks with and advocates for local businesses, RDA incentivizes and pursues employment opportunities for the community, and EMS supports downtown businesses. Yes, each entity operates differently but they operate under seemingly the same mission – to promote economic development in the Emporia community.

Further, these organizations are each relatively similar in size. The table below breaks down the reported revenue on each organizations’ 2019 990. This year was selected to compare financials because this is the most recent year on file for EMS.

Entity	2019 Total Revenue	2019 Total Expenses
EACC*	\$696,476	\$824,453
RDA**	\$325,177	\$313,509
EMS***	\$466,874	\$255,675

*https://apps.irs.gov/pub/epostcard/cor/480209380_201912_990O_2021060818290964.pdf

**https://apps.irs.gov/pub/epostcard/cor/481137537_201912_990O_2021060718272185.pdf

***https://apps.irs.gov/pub/epostcard/cor/481105027_201912_990O_2020082817265320.pdf

From these metrics, we understand that these organizations operate within similar scopes to each other. If these organizations operate as the same type of entity, pursue relatively similar

missions, and function in a similar size to one another, it's appropriate to ask the question – why are these separate organizations and not a conglomerate of synergistic departments under the same mission, sharing operational costs and fostering a collaborative work environment? The current division of these entities cannibalizes taxpayer dollars dedicated to economic development by pursuing overlapping initiatives separately, instead of in partnership with, and duplicating unnecessary overhead costs.

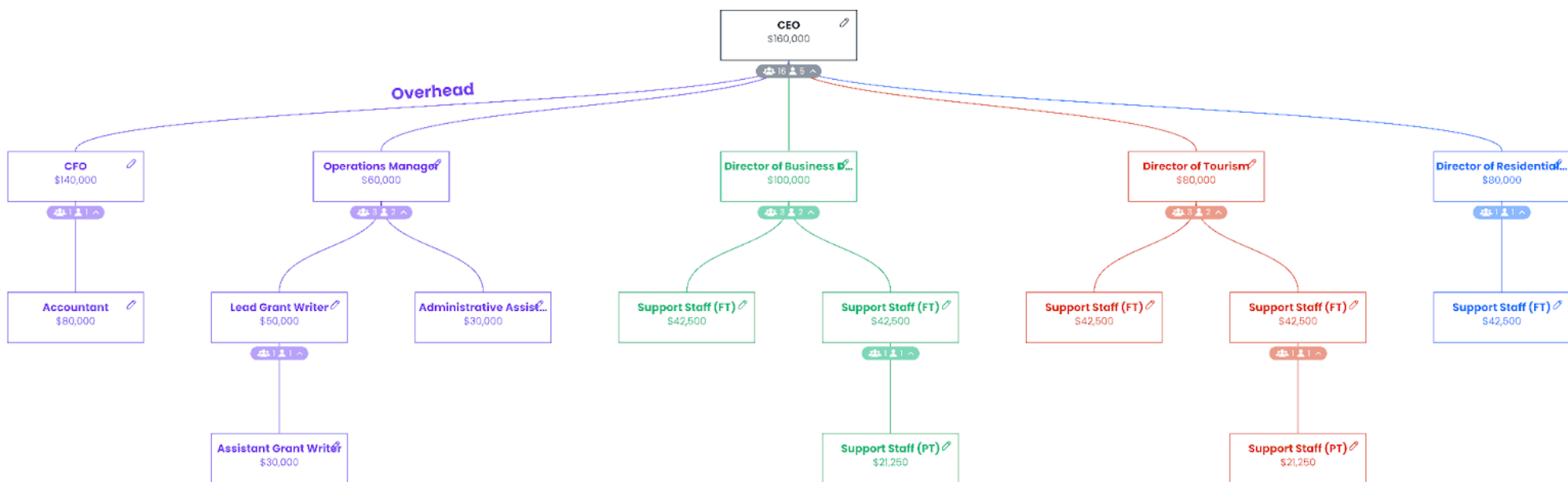
The Solution: Collaboration

The current framework of economic development in Emporia is divisive and inefficient – spreading duplicative overhead costs across three different organizations and pursuing similar “missions” without having clearly defined roles within the community. The solution to this issue is developing a single entity, operating under one mission, departmentalized into separate economic development foci, who receives feedback and governance from its community.

As such, I propose a single 501(c)(6) entity is formed to envelop EACC, EMS, and RDA operations under one roof – the Emporia Center for Economic Development (ECED). The entity would staff 16 FTE employees and become the community's beacon for workforce development, community revitalization, and tourism and marketing – departmentalizing each economic development focus to improve clarity and efficiency. Operations such as IT, HR, accounting, treasury, and FP&A would be utilized across each department and overhead expenses for each are incurred by the single entity. City, state, federal, and private funding are allocated accordingly to each department, similar to EACC's current model with Visit Emporia and Ignite Emporia.

Additionally, ECED would employ a small team of grant writers to seek and apply for funding opportunities for initiatives such as housing development, infrastructure repair and development, land acquisition, community engagement, and much more. The team would be shared amongst each department and be considered overhead costs.

Title	Proposed Salaries	Talent.com Average Salaries
CEO	\$160,000.00	\$162,500.00
CFO	\$130,000.00	\$140,000.00
Accountant	\$80,000.00	\$60,000.00
Operations Manager	\$60,000.00	\$80,000.00
Admin Assist	\$30,000.00	\$35,000.00
DBD	\$100,000.00	\$91,500.00
DT	\$80,000.00	\$91,500.00
DRD	\$80,000.00	\$91,500.00
Lead Grant Writer	\$50,000.00	\$56,000.00
Assist Grant Writer	\$30,000.00	\$56,000.00
Support Staff (x6)	\$255,000.000	\$210,000.00
	\$1,055,000.00	\$1,167,700.00



	# of Staff	Total Salaries & Benefits	# of 501(c)(6) EINs
ECAA, RDA, & EMS	13	\$825,000 (2019)*	3
ECED	17	\$1,285,00 (2024)**	1

*\$825,000 in 2019 has the same purchasing power as \$996,000 today

**Benefit package includes matching SIMPLE IRA of 3%, [2023 average health insurance contribution of \\$7,000](#), and FICA taxes.

EDSATF

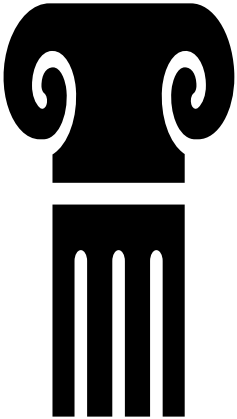
Report

Appendix B

COMMUNITY STRATEGIC DEVELOPMENT FRAMEWORK

Foundational
Assets

Tyson
Hostess
Cargill
Michelin
Simmons



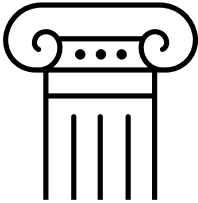
"Bedrock Co's"

- Jobs
- Tax Base
- Gateway to middle class

PROTECT & DEFEND

Education &
Skill Base

USD 253
FHTC
ESU



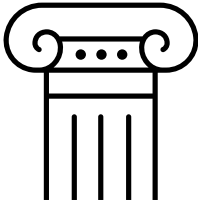
*"Brainpower:
the driver of all
development"*

- School systems attract or repel residents
- Education leads to better outcomes
- Gateway to upper class

CONTINUOUS IMPROVEMENT

Arts & Culture

Unbound Gravel
PDG Championship
Granada Theater
EAC, EFF
DT Zoo, Parks, Trails
Flint Hills tourism



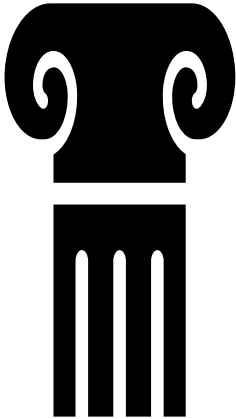
*"The Great
Differentiator"*

- Massive return on minimal investment
- Magnet for brains & money
- Not easily duplicated

CHERISH. INVEST. MONETIZE.

Homegrown
Unicorns

Evco
Dynamic Disc
Glendo
VekteK
Fanistel
Sauder Fabrication
ValuNet



*"Ultimate Goal for
every Community"*

- Highest economic multiplier
- Executive class citizens
- Strong philanthropic tendency
- Outward display of community prowess

NURTURE. GROW. REPLICATE.

*"Arbiter of
Fairness"*

*Land, labor,
capital*



Local Government

*Policy, procedure,
regulation*

FUNDS FLOW TO THE COMMUNITY

NATIONAL CO.

Labor, Utilities,
Maintenance

Income Statement							
Figures in millions		2021		2022		2023	
Total revenues		\$	5,254	\$	5,525	\$	6,278
Cost of goods sold (COGS)			2,850		2,869		2,998
Gross profit			2,404		2,656		3,280
Selling, general and administrative (SG&A)			1,065		1,125		1,348
Depreciation & Amortization			240		240		400
Operating Profit			1,099		1,291		1,532
Interest expense			102		106		108
Pretax income			997		1,185		1,424
Taxes			209		249		299
Net income			788		936		1,125

LOCAL CO.

Labor, Utilities, Maintenance

Executive, Professional,
Admin, R&D salaries

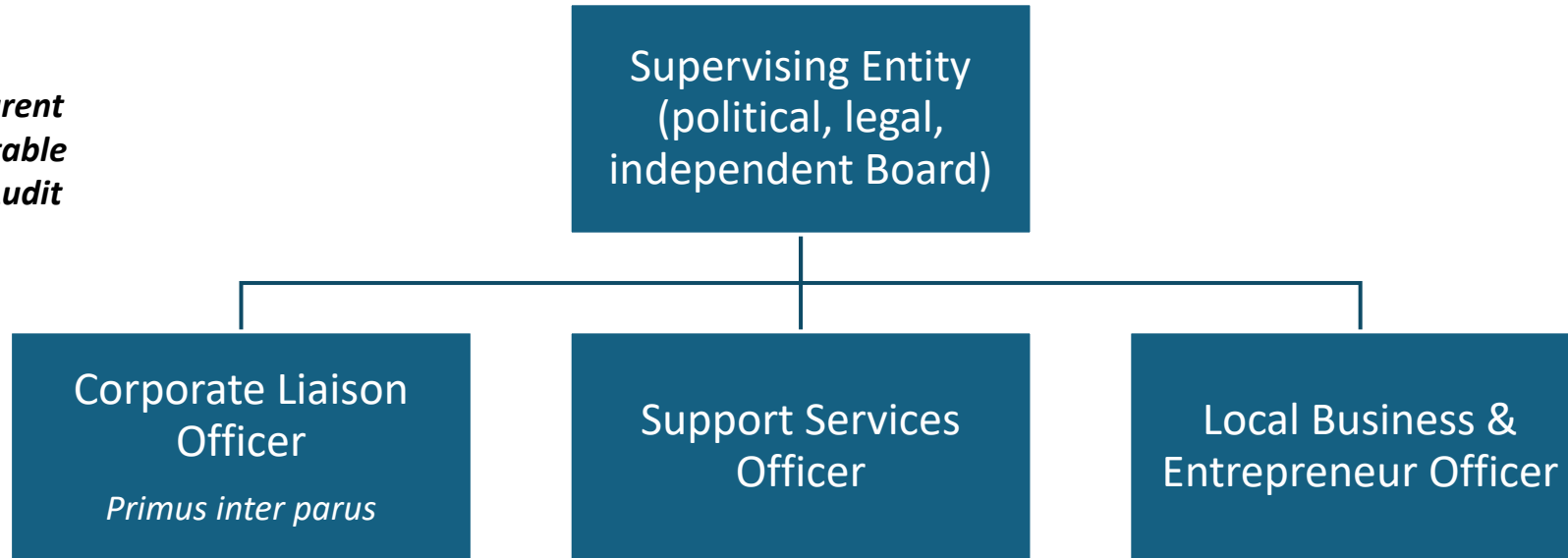
Local banks

Available for reinvestment,
growth, philanthropy

FORM FOLLOWS FUNCTION

Oversight:

- **Transparent**
- **Accountable**
- **Public Audit**



3-legged stool

- “embedded” in major employers
- Liaise with corporate decision makers
- Proactive assessment of Corp needs and wants
- 1-, 3-, 5-year plans and forecasts of economic activity
- Chief recruiter and developer of inbound leads

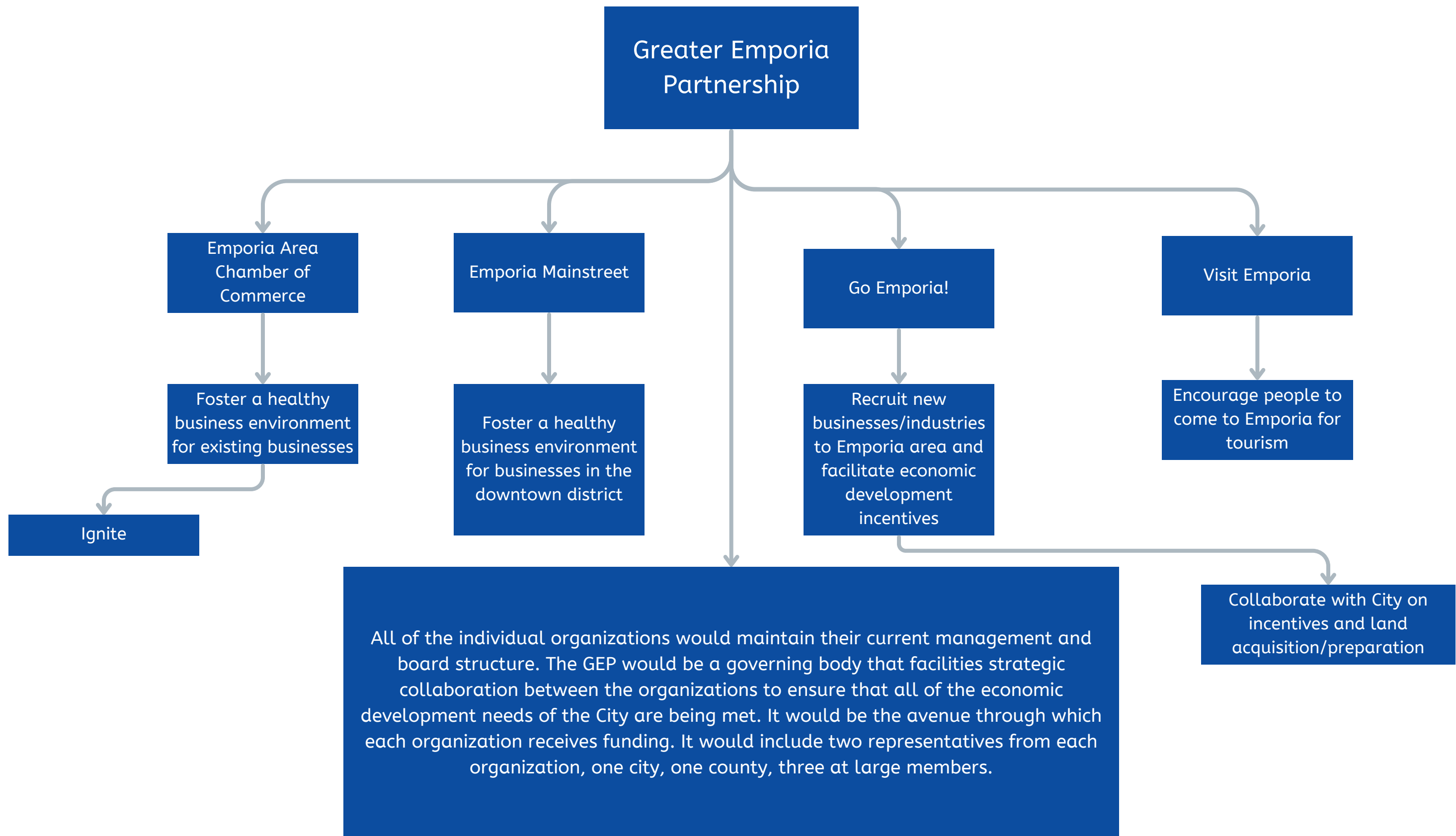
- Liaise with other development agencies with a mandate to drive economic growth
- Maximize economic development potential for secondary and post-secondary institutions
- Maximize KS WorkReady! program
- Develop & implement strategic plans to monetize cultural assets

- Develop & implement strategic plans to grow local corporations
- Identify opportunities for expansion and adjacent market space economic development
- Chief recruiter of home-grown and import businesses
- 1-, 3-, 5-year plans and forecasts of economic activity
- Identify unmet needs to support entrepreneurial growth & transition

EDSATF

Report

Appendix C



EDSATF

Report

Appendix D



EMPORIA

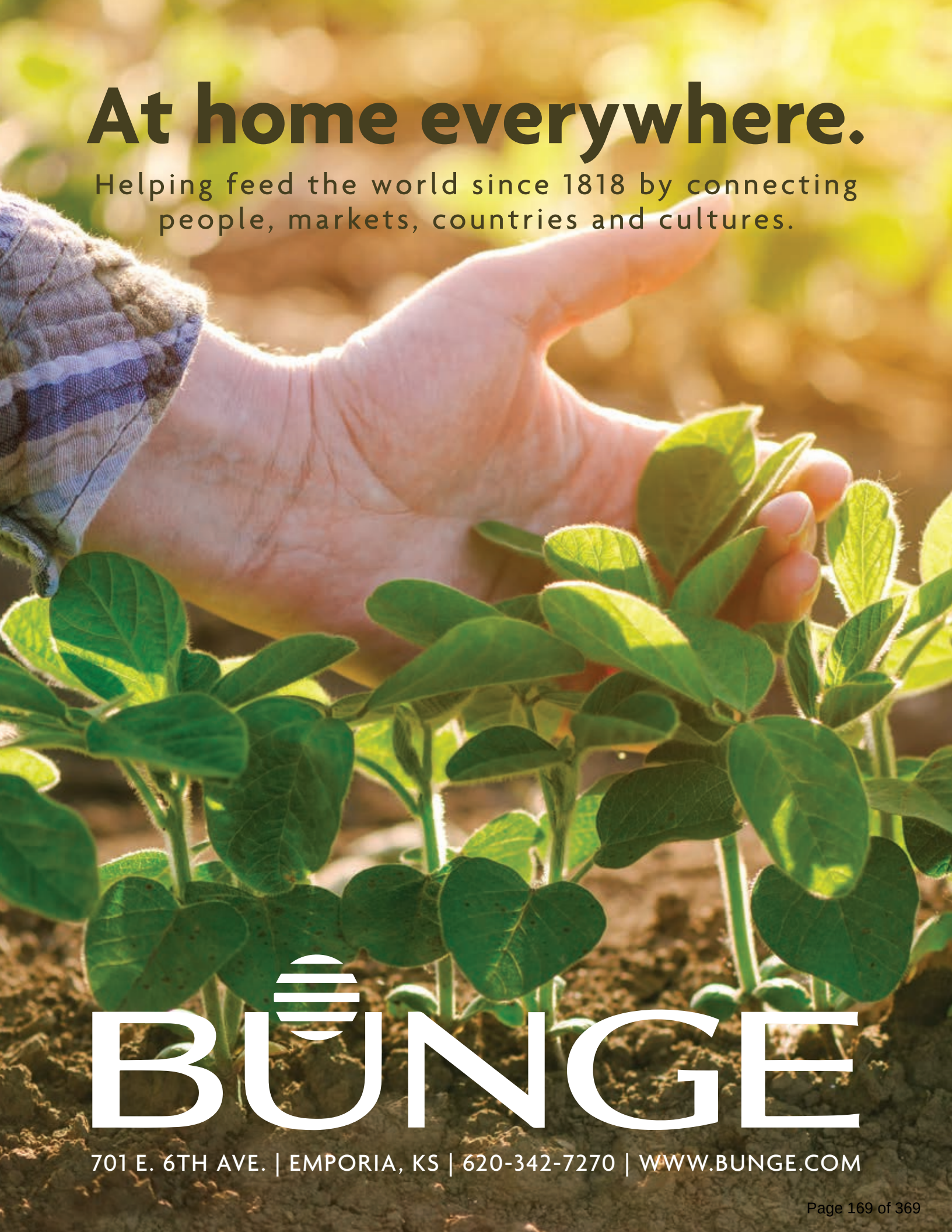
REGIONAL DEVELOPMENT ASSOC. of EAST CENTRAL KANSAS

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WELCOME

to the Regional Development Association 25th Anniversary



From the founders in the mid-to-late 1800s, to the Committee of 50 in the 1950s, to the current structure of the Regional Development Association of East Central Kansas (Emporia RDA), Emporia has a long history of proactive success in economic development with an emphasis on job creation.

The Emporia RDA structure is working well. Emporia is quite competitive with its peer Kansas Micropolitan communities, those Kansas communities greater than 10,000 and less than 50,000 in population. In fact, a recent Kansas Micropolitan Area Economic Conditions Index — October 2018 report by Wichita State University Center for Economic Development and Business Research ranked Emporia third out of the 15 Kansas Micropolitan cities.

New companies were recruited to our region. Some of those are: Better Life Technologies, BLI, CAMSO, Dynamic Distribution, Hill's Pet Nutrition, Holman Distribution, the new Hostess Brands, Norfolk Iron & Metal, Pratt Industrial, Simmons Pet Food, Valu-Net Fiber and Westar Energy - Emporia Energy Center. Through our business retention, expansion and recruitment efforts, many of our existing employers, such as Birch Communications, Cargill Pet Food, Detroit Reman, EVCO, Fanestil, Glendo LLC, Hopkins Manufacturing, Tyson Foods, Thermal Ceramics and VEKTEK were able to grow organically and inorganically.

The Emporia RDA is the lead economic development organization with our partners — the City of Emporia, Lyon County, Emporia Area Chamber of Commerce & CVB, Emporia Enterprises, Emporia State University, Flint Hills Technical College and Emporia Main Street — represented on the Board of Directors.

The elements and form creating the successful economic development program are:

- Collaborative and cooperative leadership with the elected officials and volunteers.
- Business retention, recruitment and expansion, (BRE) programs.
- Available business/industrial sites with all utilities in place, ready for construction.
- Adequate funding to achieve the goals of job creation.
- Professional educational and experienced economic development staff.
- Supportive educational community — K-12, technical college and university — for workforce development and recruitment.
- Entrepreneurial philosophy which fosters new business start-ups and assisting existing businesses evolve in the ever-changing customer markets.

Ron Kitchens, Senior Partner for the Southwest Michigan First Regional Economic Development said, "The most powerful force for change is a job." Through hard work and determination, Emporia has been able to attract and grow jobs.

Since the inception, Ray Toso, Dale Davis, Mike Costello, Jeff Longbine, Jon Geitz and Rob Gilligan have served as the RDA Chair. The current RDA Board of Directors are Rob Gilligan, Jim Kessler, Dan Slater, Pat Wiederholt, Rick Tidwell, Jim Shepherd, Mel Scheller, Allison Garrett, Dean Hollenbeck, Jeanine McKenna, Marc Goodman, Christine Montgomery and Casey Woods. Robin Nelson assists the RDA on operations. Many individuals have served on the Board of Directors of the Emporia RDA and Emporia Enterprises. Those volunteers' efforts have had a positive effect on our success.

Emporia's continuous support for the RDA's industrial and economic development efforts have made all the difference. The community has overwhelmingly supported the four separate ballot issues in 1994, 2000, 2010 and 2017 for the half-cent City Sales Tax. On a recent marketing trip to the East Coast, business owners were totally amazed at the forward-looking community that would tax themselves for the goal of job creation and retention of jobs. The Emporia spirit of supporting worthwhile causes is the Emporia Comparative Advantage.

It's been an honor and a privilege to serve as the RDA President for almost the entirety of the RDA's existence.

Kent Heermann CEcD
RDA President



**EMPORIA,
WE**



YOU.



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Hopkins journey from local to global

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College hobby turns into worldwide enterprise

34 EDUCATING THE FUTURE
Emporia State University and Flint Hills Technical College

CELEBRATING
25 YEARS
OF SERVICE



This economic development recognition project has been underwritten by ESB Financial. ESB Financial believes in and supports the important work of the Regional Development Association of East Central Kansas to expand and recruit businesses to Emporia and the region.



For more information:
Regional Development
Association of East Central
Kansas
719 Commercial St.
Emporia, KS 66801
620-342-1600, ext. 16



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An aerial photograph of Emporia, Kansas, featuring a large, multi-lane highway interchange in the foreground. The surrounding area includes green fields, some industrial buildings, and a residential neighborhood. The sky is clear and blue. A thick, yellow, brush-stroke-like line runs horizontally across the top of the image, partially obscuring the sky.

WORKING

CITY OF EMPORIA, 2010



TOGETHER

WRITTEN BY ADAM BLAKE

Since its inception in July 1993, the Regional Development Association of East Central Kansas has strived to promote the economic growth of the region through industry recruitment, expansion and training enhancements.

The goal has manifested itself into a bevy of companies making Emporia and the greater Lyon County area their home, including: Better Life Technologies, BLI, CAMSO, Dynamic Distribution, Hill's Pet Nutrition, Holman Distribution, Hostess Brands, Norfolk Iron & Metal, Pratt Industrial, Simmons Pet Food, ValuNet FIBER, Westar Energy - Emporia Energy Center.

In addition to the many new arrivals, existing entities have been able to flourish as well. In the past two decades, Birch Communications, Cargill Pet Food, Detroit Reman, EVCO, Fanestil Meats, Glendo, Hopkins Manufacturing, Kansas Technology, Sauder Custom Fabrication, Tyson Foods, Thermal Ceramics and VEKTEK have all benefited from significant expansions to their facilities not only locally, but nationwide and even abroad.

In June 2018, Current RDA President Kent Heermann estimated the organization had seen the creation of more than 2,100 full-time jobs, representing almost 12.8 percent of the county's total employment. The influx of industry has also resulted in more than 2,616,668-square-feet in new building space with a total of approximately \$972,689,000 invested in new factories, warehouses, offices and equipment — a trend which has done little to suggest slowing down.

While looking at these accomplishments on paper could suggest a sustained period of smooth sailing and exponential growth, Heermann's firsthand experience points to a much more complicated story — one of a prime location, of dedication and hard work from like-minded individuals and periods of struggle and adaptation. »

PHOTO BY IM DESIGN

“Our success has come from a mixture of a lot of things, not just one event or a specific individual,” Heermann said. “We’re a fairly good-sized community — currently about the 15th or 16th largest in the state. We’ve got a good location along major highways and a very, very active railroad line that runs through here as well. We also have a reasonable labor base; the cost of labor in Emporia is relatively low compared to other areas of the state. We have both a technical college and a university in the city limits, and there’s not many communities in Kansas, or elsewhere, that can say that. It’s a major strength and, of course, we also still have plenty of available, developable land. If roads and utilities aren’t already there, we can fortunately put them in rather quickly.”

The unique advantages Emporia can provide to prospective businesses seems appealing, but it would mean little, Heermann said, if the RDA and larger community did not maintain a business-friendly and forward-thinking attitude.

“We’re always willing to provide companies with what we call ‘performance-based incentives,’” Heermann said. “They’re agreements that basically say, ‘Well, if the community put this kind of resources into your company, what’s going to be our return on investment?’ We’re not going to give away the farm, but we do want to make sure it’s a win-win situation for everyone here in the community.”

“Another great help is that the leadership in the community has had a very pro-business attitude. That allows us to get a positive reputation at the state level, where we have people in state leadership saying, ‘Hey, now that sounds like a project that could fit in Emporia.’ Part of maintaining that is always delivering what we say we’re going to deliver.”

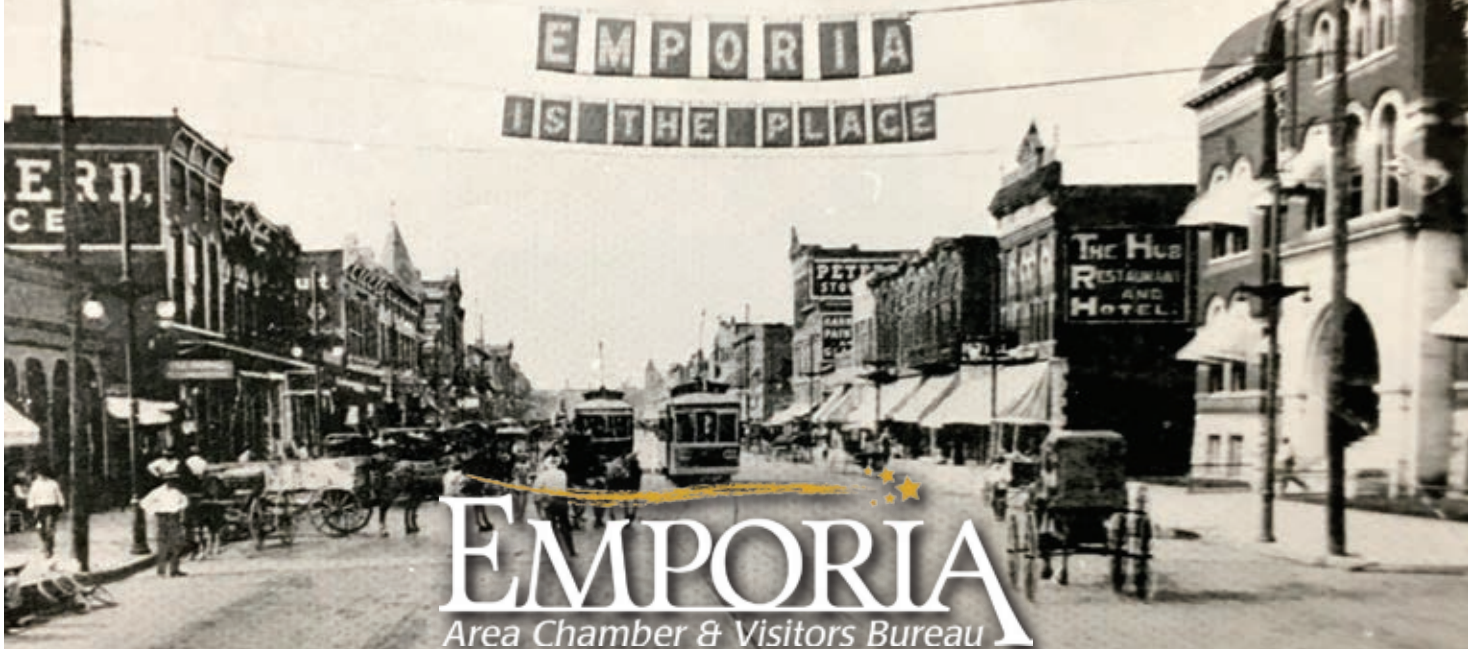
Through periods of economic downturn — such as the months following the 9/11 attacks and the 2008 financial crisis — and significant employee layoffs and closures seen at Tyson in the late 2000s and Hostess in 2012, Heermann said the RDA has always been able to find a dependable ally within members of the community. Since 1994, Emporians have made it abundantly clear that they’re invested in seeing the town — and its employment opportunities — continue to grow in more ways than one.

“We put a small, half-cent tax increase on the ballot in 2000, which we were able to actually turn in a significant investment toward [the Jones Aquatic Center] here in town,” Heermann said. “Another extension of that same tax increase passed in 2010 and then we just passed another extension in 2017. This current agreement runs until 2032, I believe, and I would expect it might be placed on the ballot again in 2027 or 2028. Having the community continue to agree on those increases and invest in the town has really allowed us a sense of confidence moving forward.”

“The community continually supports things that are going to make a positive difference, whether it’s growth, job creation, different events and all the various institutions. There’s not one that’s more important than the other — they’re all equally important. Emporians know that you have to work together to get things done. Entrepreneurism is important, as is job creation, and we want to keep all the great things we have in the community and help them continue to be competitive.” ■



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EMPORIA'S PET FOOD INDUSTRY

WRITTEN BY ADAM BLAKE

A wide range of industries have naturally come and gone from the Emporia area since the town's founding in 1857, but in the last couple decades, one field has offered a defined source of consistency and constant growth.

"The Emporia Pet Food Products plant that is now owned by Cargill came in 1978, Simmons (Pet Food) came in 1997 and was operational the next year and then Hill's (Pet Nutrition) announced in 2007 and was fully operational in 2010," said Kent Heermann, president of the Regional Development Association of East Central Kansas. "It seems like every 10 years or so we get another pet food plant."

According to a June 2017 report by the Kansas Department of Agriculture, the dog and cat food manufacturing sector has accounted for approximately \$781.2 million of Lyon »





County's economic output. Currently, more than 700 total employees work at the three locations, and that number is expected to rise by at least 100 when a planned flexible packaging facility expansion opens at Simmons in 2019.

"They've gone from 48 acres, 200,000 square feet and 100 employees to soon over 130 acres, 900,000 square feet and 700 employees," Heermann said. "There's been some bumps in the road with them — a major one in 2007 when a lot of pet food had to be recalled — but since the beginning, they've expanded about six or seven times. It's definitely been an area of constant growth."

Heermann said one of the reasons Emporia has been able to attract such companies is its unique geographic location with access to major highways, railroads and other companies with similar products and business models.

"Emporia sits in what we like to call a 'zone of indifference' running through the eastern third of Kansas, the southwest corner of Missouri and northeast part of Oklahoma where a pet food plant can be placed and expect to operate successfully," Heermann said. "These areas have easy access to all the different food resources they need, and their central location makes them a great place for shipping out product."

"The Kansas City Animal Health Corridor stretches along Interstate 70 from Manhattan to Columbia, Missouri, and is home to more than 300 animal health companies," added Hill's Emporia Plant Manager Darren Haverkamp. "As a result, this area is teeming with a skilled workforce, advanced technology and a truly outstanding passion for animal health."

Of course, location hasn't been the only factor in making Emporia a pet food town.





“People will always have the need and want to feed their animals, so I’m excited for what the future will bring.”

“All of this has allowed the Hill’s Emporia plant and its employees to become very successful,” Haverkamp said. “Since opening in 2010, it has received a Silver Leadership in Energy and Environmental Design Certification and an Energy Star Challenge for Industry Award. The plant has also been recognized by our parent company, Colgate-Palmolive, for our successful efforts to reduce waste and recycle or reuse everything we can. In addition to becoming more efficient and productive every year, we have also placed a strong emphasis on safety. Hill’s Emporia has received a Gold Level in the Colgate-Palmolive President’s Award for Safety for eight straight years.”

When the expansion to Simmons was announced in Nov. 2017, Vice President of Plant Operations Jason Beyer also cited his talented workers as the main reason for the decision.

“This is about the strength of 500 or so Simmons team members who are making a difference at our existing facilities by consistently delivering high-quality products that satisfy our customers,” Beyer said. “This is also a strong story about current performance building the foundation for future performance, and that’s a big part of why we are expanding our operations in Emporia.”

Looking forward, Heermann believes the nature of the pet food industry will cement its status as an important source of economic output in Emporia for years to come.

“When we have seen industries, factories and plants leave town, the vast majority of the time it is because their products and services have become obsolete,” Heermann said. “That’s not really something that’s going to happen with the pet food industry. People will always have the need and want to feed their animals, so I’m excited for what the future will bring.” ■



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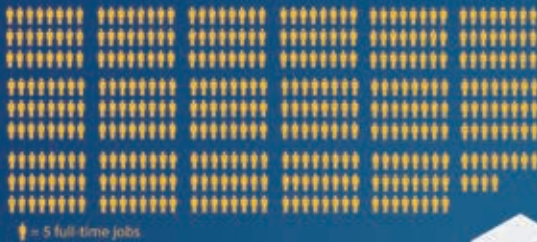
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New companies locating in the Emporia/Lyon County area are Better Life Technologies, BLI, CAMSO, Dynamic Distribution, Hill's Pet Nutrition, Holman Distribution, Hostess Brands, Norfolk Iron & Metal, Pratt Industrial, Simmons Pet Food, Valu-Net FIBER, Westar Energy – Emporia Energy Center.

Existing Company expansions are: Birch Communications, Cargill Pet Food, Detroit Reman, EVCO, Fanestil, Glendo, Hopkins Manufacturing, Kansa Technology, Tyson Foods, Thermal Ceramics and VEKTEK.

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SWEET Success

WRITTEN BY ADAM BLAKE

While now considered among Emporia's most well-known and influential businesses, the story of Hostess Brands, Inc. hasn't always been one of success.

Rather, the company stands as a prime example of what can happen when a community bands together to reach a common goal.

After nearly 50 years of business in Emporia, the plant closed in mid-November 2012 after Hostess announced it would be selling its assets and brand due to bankruptcy. More than 18,000 workers were laid off nationwide, resulting in hundreds finding themselves out of work locally.

"I would say the year 2012 was one of our low points for the community," RDA President Kent Heerman said. "When Hostess closed, there were more than 500 people out of work during the holidays because many were laid off in November. You would drive by the old Hostess plant and it would just be dark, no cars were parked there — it really looked pretty bleak."

Fortunately the period of bleakness was a relatively short one as it soon became apparent the Hostess brand would not be disappearing without a fight.

"When we got the news somebody was going to buy them and re-open, things started turning," Heermann said. "Between 2013 and right now, I would say there's between 900 and 1,000 jobs we've added to the local economy. The individuals who ended up buying Hostess — it was Dean Metropoulos, who also owns the Pabst Brewing Company and Leon Black from Apollo Global [Management] — they specialize in buying distressed companies. They recognized and saw the strength that remained within the brand. I don't know how many people recall this, but there were Twinkies selling on Ebay for \$50 a pop during that time. When they heard that, I believe that's when they »

"...there were Twinkies selling on Ebay for \$50 a pop during that time. When they heard that, I believe that's when they knew they made a good investment."



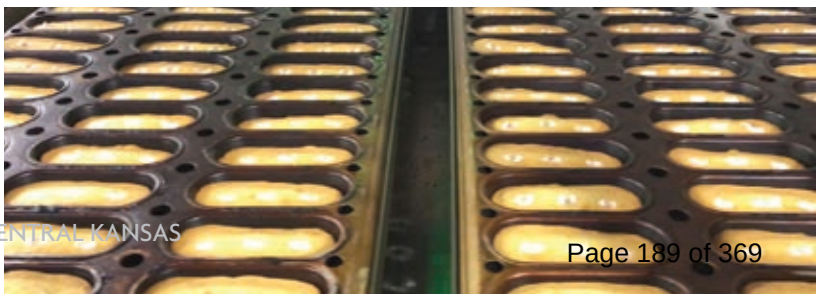
knew they made a good investment.”

“The brand is iconic, but one of the things that has made us successful is not only how aware the public is of the brand and how much they love the product, but also how we were able to go in and really redefine what our business was,” added Matt Hall, vice president of human resources at Hostess. “It was a much different structure than what we used in the past, so it gave us the opportunity to become a much more nimble organization and really capitalize not only on the great brand, but the folks we had working for us.”

By early June 2013, the plant had reopened its doors, welcoming more than 300 new and returning employees back to work. From the beginning, it was clear nobody — from members of the RDA to company leadership, department heads and line workers — was going to take the chance at a second opportunity lightly. Now, Hostess of Emporia is home to 545 employees and has invested a total of \$80 million in new equipment and state-of-the-art technology. The advances have allowed the facility to become the producer of approximately 60 percent of all Hostess products, including the most Twinkies, by far, of any other plant in the nation.

“The first year after re-opening, there were still a lot of workers on their high-throughput lines handling the product as it came out on the general assembly lines,” Heermann said. “Today, on all their high-throughput ovens they have what’s called ‘Autobake 1’ and ‘Autobake 2,’ with ‘1’ being their Twinkie line and ‘2’ being their other cupcake line. The Twinkie line is dedicated solely to the different »

“When we got the news somebody was going to buy them and re-open, things started turning. Between 2013 and right now, I would say there’s between 900 and 1,000 jobs we’ve added to the local economy.”



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types of Twinkies, and can produce about 1,100 of them a minute. That's obviously a high-throughput, and when it comes to the end, robotic arms pick up the cakes, wrap them in cellophane and then another arm picks them up and packs them in boxes further down the line. That had to be done by hand years ago, but now all that labor has been able to shift to other parts of the plant. Hostess is taking advantage of modern technology, innovation and some forward-thinking to greatly increase their efficiency."

Heermann said the second, and perhaps most crucial, component of beginning to develop staying power for the brand came through decisions on what to do with the pastries after they left the bakery.

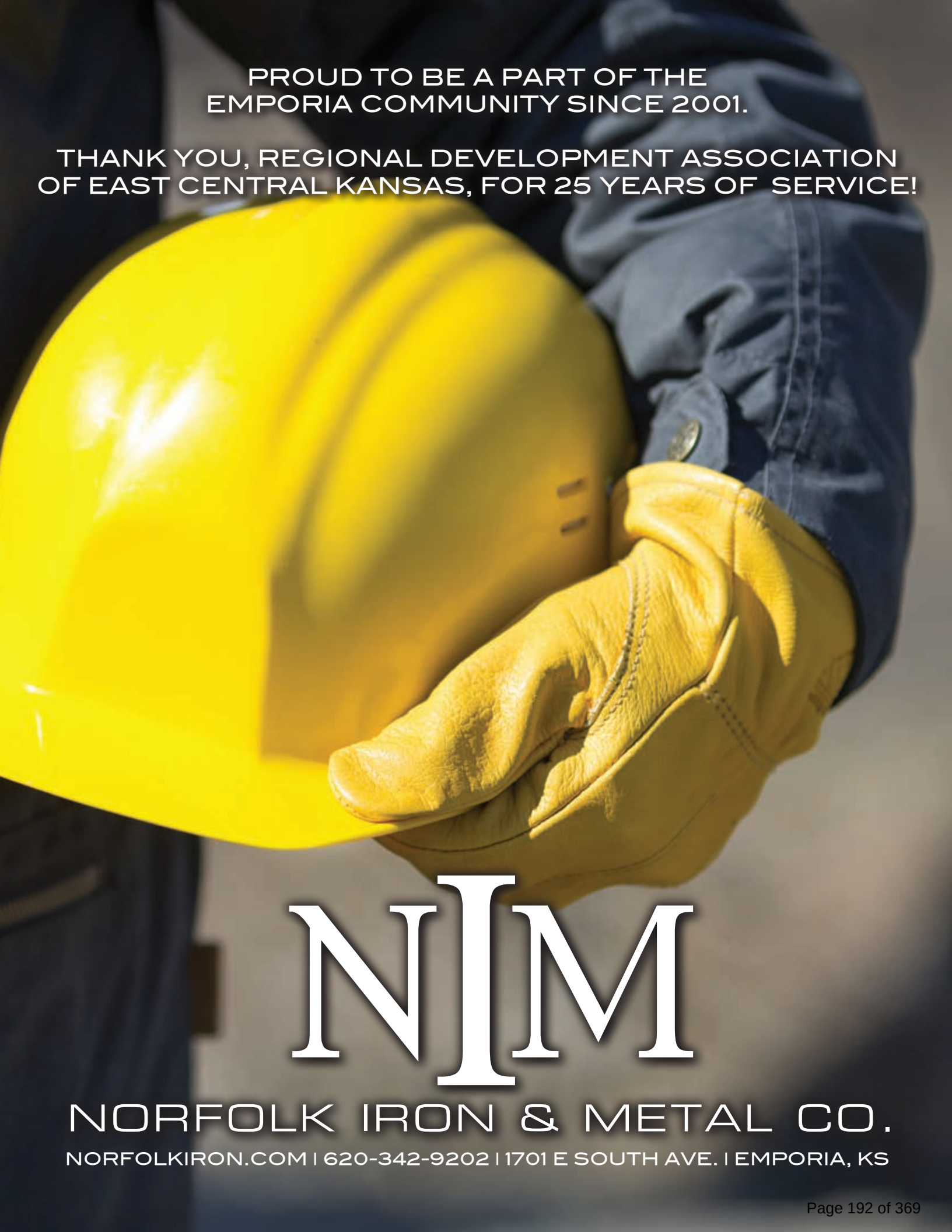
"There came a point where the people at Hostess realized they needed to change their business model, because it just wasn't profitable," Heermann said. "They went from a direct-to-store delivery model to delivering primarily to warehouses. The previous Hostess brand would bake the cakes and other pastries, load them onto semi-trucks, transport them to larger communities and roll them off the larger semi-trucks onto delivery trucks that would take them to smaller groceries stores, convenience stores and things like that. Now they deliver to the warehouses of major stores like Walmart. Instead of hitting each individual store, they'll just go to a major distribution center. That really increased their profitability model, and they were one of the first cake companies to embrace that way of thinking."

"Another great aspect about our changes to the distribution process is that we've been able to provide a lot of premade displays and shippers, so stores just have to take it out of a box, set it up quickly and they're ready to rock and roll," Hall added. "We no longer have to worry about when shipments get there on a route truck, and we don't have to worry about stock issues because the stores are handling that themselves throughout the normal course of their business decisions."

In looking back over the course of Hostess' history in Emporia, Hall said it wasn't so much about the brand's emergence as it was about the emergence of the community itself and the growing attitude of positivity that came along with it.

"The Emporia facility, because of its size and central location within the United States as well as its past reputation, made it a good choice for us to invest in," Hall said. "The community embraced us coming back, and the state of Kansas did as well by working with us. It made it just the perfect place to invest in. It's our flagship facility."

"The success the facility has been able to have is a testament to the people of Emporia. They persevered through the closure of their first facility and when it came back, without even a pause or hesitation, everybody stepped up to participate — the people, the city itself, the RDA, the Chamber of Commerce. The willingness of the community to embrace us coming back helped us make our decision to invest easier. They've been the key drivers behind that and behind the new facility's success." ■



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EXPANDING WORLDWIDE

WRITTEN BY ADAM BLAKE

From its humble beginnings as a small factory in 1953, Hopkins Manufacturing Corporation of Emporia has developed into a model of adaptation, expanding its brand and services across the globe.

In the early 1960s, company founders E. L. (Bud) and R. E. (Gene) Hopkins joined the growing plastics technology movement, which was still in its infancy at the time. The venture led the company down a new path, which allowed manufacturers to create household items such as ice scrapers with plastic, eventually entering Hopkins into the realm of consumer products in 1975.

Today, Hopkins Manufacturing has a hand in all manner of automotive products, including towing electrical and lighting products, winter snow and ice tools, automotive organizers and interior

accessories, oil and fluid change tools, vehicle cleaning products, electronic vehicle safety products, tire repair and safety products and air fresheners.

“When someone asks what kind of products we offer, I ask them how much time they have,” President and CEO Bradley Kraft said.

Of course, having a wide range of products to offer is only part of the goal at Hopkins. The main mission for each of the company’s employees is to “exceed customer expectations in everything that we do.” Judging by past and continuing successes, the words aren’t taken lightly.

“The people always make the business and I’ve always — from my own perspective — I’ve always thought that the folks at Hopkins are as much a family as we are a professional corporation,” said Chief Marketing Officer Mike Williams, who is fast approaching 14 years of employment with the company. “Just great, hardworking people who work together extremely well. »

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"I think that if a company can consistently [stick to their mission], they can weather challenging times. Certainly, great times are always — they're good for everyone. I think the companies that weather the challenging times — the customers really stay with them."

"All of the employees have played a role in getting us to where we are today, those that came before us to set the stage, those here today and the future employees that will lead us to the next anniversaries and accomplishments," Kraft added. "We are thankful for the efforts of all and appreciate what a great group we have."

Having recently celebrated the 65th anniversary of its original facility in August, Hopkins now serves communities in Oklahoma, California, Arizona, Illinois, Canada, Mexico and even China.

"Now, we have a total of 10 locations," Kraft said. "We've been able to grow the company organically by simply increasing the categories of products we offer, but we've also been fortunate to acquire other companies and product lines as well. We, of course, also manufacture product in locations outside of Emporia all around North America. We actually utilize one of our employed teams in China to support our overseas shipping and logistics."

Kraft also pointed to consistency on the part of RDA members as one of the major reasons Hopkins has been able to shift its focus to a more global outlook. Added space at home has in turn meant space for more collaboration and cooperation with other entities.

"Both the City of Emporia and the RDA have always been supportive of the facility expansions we've required over time," Kraft said. "Our location on Peyton [Street] and [E. Sixth Avenue] started as a very small facility. It has now grown significantly to about 325,000 square feet under one roof with their assistance. It's really reinforcing for us to see the continued growth and all that we've been able to accomplish. We anticipate continuing to build and grow, largely because we're in a great community and great industry that provides those opportunities for us." ■

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COLLEGE HOBBY WORLDWIDE

WRITTEN BY DAVE SPARKS

It's 2005, and you've just scraped together \$800 to buy merchandise and launch an eBay store that your girlfriend has named Dynamic Discs. You're selling plastic discs that people are hurling at elevated, chain-covered metal baskets in parks around the country.

So what happens? If you're a patient optimist like Jeremy Rusco, you wait.

Having used class time in an Emporia State University Business Law course to review pricing information for that first order, Rusco had no idea that what started out as a college hobby would one day evolve into his life's work.

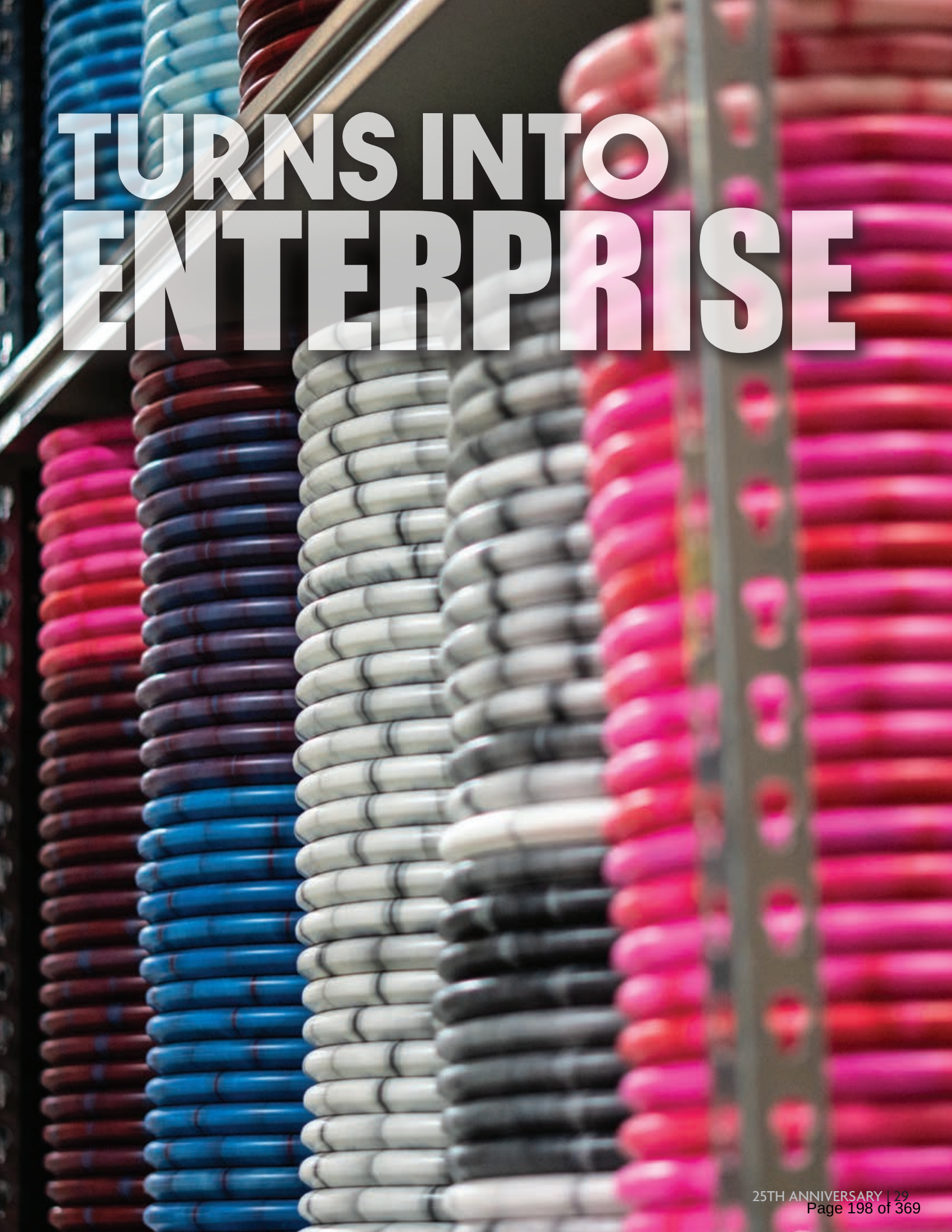
"We sold one disc the first week, one the second week," he recalls, remembering his senior year at Emporia State

University, where he was to earn a Bachelor of Science in business administration degree the following spring.

Patience, moral support from friends, an innovative agreement with a Swedish manufacturer and backing from a visionary financial institution over the years has paid off. The company that got its start selling 100 discs to college buddies and eBay shoppers now ships upwards of 30,000 discs a week to a worldwide customer base.

And the girlfriend who named the company? She's now Rusco's wife, Wendy. The couple has seen their business grow from the basements of homes they rented in Emporia, while Jeremy »

"Opening up a production facility that employs more people and provides opportunities for us here in Emporia is something that I want to make happen."



TURNS INTO ENTERPRISE



supplemented their income with substitute teaching assignments in the public school system.

"I gave that up after about a year because we'd gotten so busy with Dynamic Discs," Rusco said. The business outgrew the basement of the first house Jeremy and Wendy purchased in Emporia. Dynamic Discs moved under its own roof, 1,500 square feet of office space in west Emporia.

Even that wasn't enough room. A building on Commercial Street in downtown Emporia became available in 2010, and Dynamic Discs has called the space home for its storefront operations since then.

The building also set the stage for the company to take a giant leap in the disc golf world — partnering with Latitude 64, a company in Skellefteå, Sweden, to produce Dynamic Discs-branded golf discs.

"They (Latitude 64's products) were starting to become some of the more popular discs in the United States because of their quality and consistent playing characteristics, and we knew that in terms of finding a manufacturer to go with, they were the one," Rusco said.

Already familiar with the company's representatives when they would visit the United States for some of the more important disc golf events, Rusco was eager to tour Latitude 64's factory in Sweden. "I was blown away by

their production facility. The entire process is automated to ensure the product's quality."

And with a handshake, a deal was struck.

While one might expect this type of business arrangement crossing international boundaries would be a tightly woven web of contracts, signatures and legal bills, that's not the case.

"It's a pretty special thing with our partnership that they've never let us down, and we've treated them the same," Rusco said.

"It's pretty hard to find an arrangement like that in today's business climate."

Dynamic Discs launched four discs onto the market in December 2012 — a putter, a midrange disc, a fairway driver and a distance driver.

"We were pretty scared about that first order for 8,500 discs," Rusco said. But a couple of days after the discs went on the market, he was ordering more production from the company's new Swedish supplier.

"Now we have 33 different discs, with more introduced each year. They're often the most popular discs on the market," Rusco says, a note of pride escaping in his voice.

Popular equipment for a popular sport. Disc golf has been around since the 1970s, experiencing rapid growth during the past decade.

"I don't see the enthusiasm waning anytime soon," Rusco said, adding that two to four new disc courses are opened every day in the »

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"I see us staying here in Emporia. We're the number-two disc golf company in the world, in terms of volume. And I think we're number one in terms of the image we have and the positive things we're doing for the sport."

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United States, currently home to 6,000 such courses. He projects 20,000 disc golf courses in the United States by 2040.

"It's a great sport," he added. "It's free, it's fun, it's for all walks of life."

Manufacturing and distributing disc golf merchandise is only part of the picture, though. Rusco's work promoting disc golf as a sport is the other key ingredient to his company's success, and events like Emporia's Glass Blown Open disc golf tournament have helped guarantee growth.

"Glass Blown Open is obviously something that we're really proud to be the machine behind," Rusco said. The event started with around 80 players in 2002. It's grown to become the largest disc golf event in the world the past three years. More than 1,600 competitors from all over the world spend an entire week in Emporia, scoring rounds on the city's disc golf courses, eating and drinking in its restaurants and watering holes, and contributing transient guest tax dollars to Emporia's tourism efforts each night they spend in a hotel.

"People refer to Emporia as the Disc Golf Capital of the World, and the Gravel Grinding Capital of the World," Rusco laughs, making mention of the city's famous Dirty Kanza annual bicycle race staged on the area's Flint Hills gravel roads.

The future for Dynamic Discs is just as clear and colorful as those pristine Flint Hills skies, too.

"I see us staying here in Emporia," Rusco said. "We're the number-two disc golf company in the world, in terms of volume. And I think we're number one in terms of the image we have and the positive things we're doing for the sport."

In addition to its Emporia store and online presence (www.dynamicdiscs.com), Dynamic Discs operates three retail stores in Kansas City, Kan., Carrollton, Texas, and a recently opened location in Springdale, Ark. Add five recreational vehicles that tour the country promoting disc golf, and it's easy to see Rusco doesn't take lightly the importance of keeping the sport in front of recreation-seekers.

Bringing a portion of the manufacturing process to Emporia is also in Rusco's playbook.



"Opening up a production facility that employs more people and provides opportunities for us here in Emporia is something that I want to make happen," Rusco said.

"It's crazy to think about how much money it takes to operate, and we've been fortunate to have a bank (ESB Financial) that's been supportive of our vision." He added that Dynamic Discs operates privately, without outside investment.

"We've grown from essentially my college hobby to a company that has 50 employees now," Rusco notes, adding that 13 of those workers moved with their families to Emporia from out of state. The connection with Emporia stretches to its higher education opportunities, as well.

"More than half of our organization is either attending or has graduated from Emporia State University or Flint Hills Technical College," he said. "We try to hire college kids and keep them here after they graduate." ■

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BG Consultants would like to thank the Regional Development Association of East Central Kansas, the City of Emporia, Lyon County and the surrounding communities for the continued confidence they have placed in us to provide quality professional services for the improvement and industrial development they have spearheaded over the past 25 years.

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WRITTEN BY ADAM BLAKE





The Regional Development Association of East Central Kansas' focus on bringing new businesses, factories, warehouses, plants and offices to town would be all for naught if there was not a steady supply of workers to fill them.

Thanks to the presence of Flint Hills Technical College and Emporia State University, companies are beginning to realize Emporia not only houses an opportunity for expansion, but an opportunity to thrive as well.

"The confidence that companies have had in our labor market here, not only with entry-level workers but with skilled technical and professional workers, has definitely been a plus," RDA President Kent Heermann said. "They have great relationships with Flint Hills Technical College on the manufacturing and production side of things, and I believe there are over 50 FHTC graduates now working at Simmons [Pet Food] alone. »

"They have great relationships with Flint Hills Technical College on the manufacturing and production side of things, and I believe there are over 50 FHTC graduates now working at Simmons [Pet Food] alone."





“Emporia State University also has several graduates who work in accounting, quality assurance and management positions at plants around town. There is good representation from our post-secondary institutions in Emporia, and I think that will continue to make a difference for companies looking to invest here in the future.”

Not only have recent FHTC and ESU graduates shown themselves to be ready and willing to fill open job positions locally, they’ve shown they can excel. According to ESU President Allison Garrett, a healthy relationship between the school and the RDA has reaped innumerable benefits for both sides.

“When you look into the relationship between Emporia State and the local business community, you’ll see that it has so many facets,” Garrett said. “We’re well known for our great teachers college, but we also have fantastic programs in our school of business and the college of liberal arts and sciences. Those colleges in particular have been able to place a large amount of students into internships or sometimes in permanent employment with local businesses.

“The RDA and Emporia’s businesses have been especially generous in providing internship opportunities for our students. About 70 percent of ESU students are able to work in some sort of internship while they’re on campus, which is an incredibly high percentage.”

In speaking on attracting businesses, Heermann said it was not uncommon for both pet product and food industries to value ESU’s close proximity. In recent years, collaboration with the university’s science departments has allowed such companies to test the safety of their products and ingredients well before they are shipped, reducing costs and the likelihood of reputation-damaging recalls. If what Garrett has seen from the school’s science programs during her tenure is any indication, local manufacturers can rest easy knowing they’re getting input from some of the state’s most talented researchers.

“There’s an event that occurs annually called the Kansas Academy of Sciences,” Garrett said. “Students from colleges and universities around the state present their research. Over the last decade, Emporia State students have won more awards than students from any other university in Kansas. A couple years ago, I could say our students had won twice as many awards as all others, but it’s just a tick below that now.”

Heermann is also appreciative of the strong bond developed between the RDA and Flint Hills Technical College. Over the course of the last few decades, FHTC’s programs have provided both a literal and figurative backbone for some of Emporia’s biggest industries.

“The Flint Hills Technical College has been around here since the early 60s,” Heermann said. “They have a variety of advisory boards for all their different programs, so they have their ear to the ground and are listening to what the businesses in our region need.

“They have multiple robust programs, but one of the ones that has impacted the community most has to be their industrial engineering. By knowing basic wiring skills, equipment programming and how to maintain HVAC and boiler systems, those workers become very valuable in the market.

The metalworking program also has a direct influence on local businesses like VEKTEK and Glendo by turning bar stock steel into the components they require. All of this is kind of aided by the robust power plant technology program as well, which supports our steam, nuclear, wind and hydro electrical industries.”

In addition to these specializations, complimentary graphic arts technology and multimedia design programs have served to provide publicity and recognition to the college and the numerous businesses and industries with which it works hand-and-hand.

“One of the things we take very seriously is making sure the kind of training we offer matches up with what our local businesses and industries need,” FHTC President Dean Hollenbeck said. “We try to »

**“One of the things we
[Flint Hills Technical
College] take very
seriously is making sure
the kind of training we
offer matches up with
what our local businesses
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During a late August document signing between ESU and FHCT that served to allow students the ability to transfer credits between each school's business programs, Hollenbeck spoke on the value of the institutions being able to invest in the local community.

"What we do at FHCT is really about the students," Hollenbeck said. "Being able to provide them opportunities not only on our campus, but in a partnership with ESU, is especially valuable to everyone in the community, I believe. Our students are able to — and importantly, willing to — find jobs and invest in a community that has invested in them. It's a real cherry on top for us to be able to see our students having such success and such a direct impact on the town." ■

"The RDA and Emporia's businesses have been especially generous in providing internship opportunities for our students. About 70 percent of ESU students are able to work in some sort of internship while they're on campus, which is an incredibly high percentage."

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HISTORY OF EMPORIA ENTERPRISES, INC.

As compiled in September 1997

In the late 1940's, community leaders were becoming concerned about Emporia's future and its ability to attract good jobs to support growth. Over a period of years, the need for a well-organized industrial development program was the top priority for the Emporia Chamber of Commerce.

Thus, in 1952 the Emporia Industrial Payroll Industrial Plan (EIPIP) was born. Emporia businessman W.K. Calhoun is credited with putting together the plan and selling it to the community.

The EIPIP was described as a community program intended to help create continuing community prosperity by acquiring new payrolls to supplement farm and other local income. The plan was based on individual initiative and free enterprise rather than dependence on governmental subsidies.

Community involvement in industrial development was not new to Emporia. Since the city's founding in 1857, individuals had worked together to secure new business. In the 1920's a building was constructed for Kraft Food Co. Local leadership and money, combined with the work of the Chamber of Commerce, were needed to attract Kansas Soya Products Co., Hallmark and Globe-Union just to name a few projects. Community and government leaders also worked closely with Santa Fe Railway, the city's largest employer, to develop new business and industry.

Leaders understood the dangers of relying on a single large employer. In the late 40's there were signs that Santa Fe may begin to reduce employment as the diesel engine started to streamline operations. Farm employment was declining too, as agriculture became more mechanized. The Industrial Payroll Insurance Plan would promote a more diversified economic base.

The Emporia plan was based on one used in Altoona, Pennsylvania. Under the plan, individuals would donate money to a common fund that would provide seed money for industrial development. Pledges were made over a five-year period from September 1952 – September 1957 and placed in a trust fund. The fund was administered by the **Committee of 50**, a group representing every segment of business and professional interest participating in the plan. The Committee of 50 collected the money and considered requests for its use. **Emporia Enterprises, Inc.**, a non-profit corporation was created as a negotiating vehicle. Enterprises worked with industrial prospects, developed land as industrial sites and built or located buildings suitable for industrial plants.

Simply stated, the Emporia Industrial Payroll Insurance Plan had four objectives:

- To secure new industries
- To encourage and promote existing local industries
- To assist in the development of prospective local industries
- To develop Emporia as a distribution center

The original goal was to raise \$200,000. Records on what was actually raised are limited, but at least \$130,000 was donated privately during the five years. This provided the seed money to get the first industrial park going.

More than 50 years later we look back on these leaders and realize they were true visionaries who were willing to risk personal funds and business interests for the good of Emporia. In 1997, as the history is written, the Committee of 50 no longer exists, but Emporia Enterprises continues as the industrial land management arm of a comprehensive industrial development program. In 1997, as this community prepares to begin a new century, industrial development is a more complex, high-stakes business than it was in Enterprises' early years. Millions of dollars can be poured into a single project. Industrial development has shifted from a privately financed endeavor. While private is still crucial, public financial support is key.

On the pages that follow, Highlights of Emporia Enterprises have been gleaned from minutes and official documents maintained by the Emporia Area Chamber of Commerce. These are intended to provide a factual record of events that started in 1952. Certainly, national, state, and local politics and events have shaped this record. It is hoped that the dates and information given will provide a reference for further investigation of the events that have shaped Emporia's history.

History is important to help current leaders understand why things are as they are. Politics and the local media have played an important role in Emporia's history. The intense public debate over industrial revenue bonds, for instance, has had far-reaching effects on the relationship between city government, Chamber and Enterprises leaders. Anger that developed in 1964 would influence decisions for the next 30 years. Dale Davis, City Commissioner, and member of Emporia Enterprises discovered this when he took over as Enterprises President in 1989. The 70's and 80's were not particularly successful years for industrial development in Emporia. Questions were raised about industrial land sales and how public money was being used for industrial development. Mistrust reigned. Davis summed up the times best with his observation: "While the wars were going on, a community stands still," he said. "Political strife runs prospects away. Companies want to locate in communities that demonstrate unity and pride."

When the Emporia City Commission voted in 1992 not to fund the industrial development activities of the Chamber, new pacts and plans had to be developed. Trust and cooperation had to be returned to the business of industrial development. From this, the Regional Development Association of East Central Kansas was born. While some observers are not convinced it is a perfect plan, it was a plan that leaders could get behind. In 1993, the RDA was officially created as a coalition of city, county, Chamber and Enterprises representatives. The following year, Emporia was selected as one of five finalists for a new Cessna plant that promised huge dividends in jobs and economic growth for the region. Although Emporia lost the Cessna race, the project provided many benefits: 1) Emporia discovered it was woefully behind what other communities were offering as incentives, 2) the community rallied behind a project and demonstrated an unprecedented sense of pride, 3) voters said they would support viable industrial development projects with public funds.

As the 90's neared an end, Emporia was enjoying a renewed period of industrial growth. Davis and others cautioned that those involved with industrial development cannot take all the credit. The region, like the nation, was experiencing a strong economy. But Enterprises, RDA, the Chamber, the city, the county, and others can take credit for having a program in place that allows Emporia to take advantage of such opportunities when they arise. An inventory of industrial land must be on hand, proper zoning and utilities must be in place and financial incentives available. When a company is ready to move, a community has to be ready, or it will be passed over.

Industrial development leaders know that public support may not last forever. The half-cent sales tax approved in 1994 will expire in 10 years. New people who may not share the current philosophy will be elected to local government offices. The economy eventually will slow down. The challenge for these leaders is to learn from history and ensure that Emporia is always ready for the next industrial prospect.

THE 1950's

The 1950's can be characterized as the visionary years. Once the Emporia Industrial Payroll Insurance Plan is adopted, citizens get to work. By the end of the decade, nearly \$150,000 was raised privately and solid foundations are established for industries that still contribute significantly to Emporia's economy.

1952

The Industrial Payroll Insurance Plan is adopted by the Emporia Chamber of Commerce board of directors with much enthusiasm. More than \$120,000 is pledged by 253 individuals as seed money for the trust fund. By December, Emporia Enterprises Inc. and the Committee of 50 are created.

The Chamber appoints the Emporia Enterprises, Inc. board of directors and an organizational meeting is held on December 31st. The original officers are: W.E. Teichgraeber, President; R.T. Hereford, Vice President; C.V. Morris, Treasurer; and H.W. Bouck, Secretary and resident agent. (Bouck is also secretary/manager of the Chamber). Other members of the board are: W.K. Calhoun, City Manager Walter F. Johnson, L.D. Peterson and C.V. Beck.

1953

The Committee of 50 is organized under the Trust Indenture approved by the original contributors to the Emporia Industrial Payroll Insurance Plan. An organizational meeting is held March 6th at the Broadview Hotel and Wm. E. Teichgraeber, President of Emporia Enterprises Inc. presides. Original members are: E.S. Dumm, W.K. Calhoun, S.H. Baltz, R.C. Irish, H.A. Wayman, E.F. Schulenberg, Lewis G. Schultz, Jim J. Wilcox, Fred M. Fleming, Warren R. Jones, L.J. DeBauge, C.D. Martin, Zerne Haning, and Dr. E.W. Nulkey, Elmer Siedhoff, O.D. Harris, J.M. Penny, Wm. Bruckner, Lester Reeble, D.D. Degler, Marvin Baldwin, Carl Dabbs, Ray Marsh, Riley Russell, E.D. Dorrell, John Hilton, L.D. Peterson, K.W. Oakes, J.F. Dinkler, Royal Mayhan, Rev, W.E. Stoppelwerth, O.G. Rindom, Dr. F.W. Foncannon, Orville Hoch, Wm. E. Sellers, E.T. Lowther, Sam Mellinger, Paul Hatcher and E.W. Roberts. The Executive Committee is Sam Mellinger, Chairman; Wm. R. Bruckner, Vice Chairman; O.D. Harris, Secretary; and Ed S. Dumm, Ray D. March Tom Mosier and Kermit Oakes, committee members.

In March Emporia Enterprises meets with its first industrial prospect, a representative for the Hat Corporation of America. The company wants a building constructed on Santa Fe property at South Avenue and West Street. Enterprises agrees to submit the proposal to the Committee of 50. Later in the year, the company decides to delay the project.

In May, Enterprises undertakes several marketing efforts in the Midwest and courts another prospect, Hyer Boot Co. of Olathe, Kansas.

In July, a representative from Braemoor Garment Co. of Paola, Kansas responds to an advertisement in the Kansas City Star and inquires about incentives to move to Emporia.

In November, John E. King, President of Emporia Teachers College, meets with Enterprises board on behalf of the Kansas State Teachers Association. KSTA is looking at Emporia as a site for its new headquarters.

1954

Enterprises continues its marketing efforts and considers an option to buy land for an industrial site.

In January, Enterprises begins negotiations with Sauder Tank Co., a Madison firm considering a plant in Emporia. In December, Sauder Tank Co. asks for a proposal from Emporia Enterprises on assistance with a \$100,000 building east of Emporia.

In May, Enterprises receives a request for a \$1,000 loan from Hopkins Tool Co. of Emporia. The company wants to expand and begin manufacturing a new product. The Committee of 50 recommends the request be denied. Carl Didde and Don Glaser, owners of Didde-Glaser Collator Co, requested \$3,000 for one year's rent payments during a period of expansion at 419 Merchant Street. The request is approved but later withdrawn by Didde and Glaser amid controversy that the trust fund is not being used as originally intended. Enterprises requests a meeting of all policy holders to clarify that the purpose of the trust is to develop building sites and build buildings.

Allen White of Peabody asks for Emporia Enterprises support in building a 10,000 sq. ft. building to be used as a plant for manufacturing "V" Jacks.

In July, Hopkins Tool Co. requests a \$7,000 loan for start-up costs of a new automobile product, Lev-L-Lite. Enterprises suggested he pursue a small business administration loan. Later in the year, the Committee of 50 authorizes a \$3,000 loan.

G & S Machine Shop requests assistance to expand its business and manufacture a "wire tie hand", a \$4,500 loan is approved.

1955

In January, Enterprises makes a \$40,000 loan to Sander Development Co. to assist with building a new plant on the 20-acre Whitsett tract east of town. The company will build steel tanks at the Emporia plant and continue to manufacture wooden structures at the Madison plant.

In May E.L. Hopkins plans to build a new building east of Emporia and asks the city to take the sewer line to the 11 acre tract. He requests a loan and offers Enterprises a one-year option to buy half the tract for future industrial development. The Committee of 50 approves a \$10,000 loan and the land option.

In November Emporia Enterprises continues to look for an industrial site. A 40 acre tract adjacent to the Sauder plant is considered.

1956

In January, Carl Didde is looking for a site to build a plant and Emporia Enterprises begins negotiations with owners of 80 acres east of the Ranch House Motel.

In February Enterprises talks with two prospects; Vendo Co. of Kansas City and Electra Manufacturing Co. of Independence, Kansas. Both companies need a building.

Enterprises and the Committee of 50 approve a \$5,400 loan to Hopkins.

In April Enterprises takes up a purchase agreement between Carl Didde and Peak and Hatcher for \$65,000 for 145 acres of land which will become Industrial Park I. Didde buys 10 acres for \$10,000 for his new plant. Zoning of the tract is a problem. The Lyon County Zoning Board opposes zoning the entire tract industrial and wants a deed restriction limiting future development to agriculture and residential use for half of the tract. By June, the land deal is complete and zoning issues are being worked out.

In June a financial report is made to policy holders. To date, \$58,354 in contributions has been received and \$30,000 in pledges are outstanding.

In September work begins on building a rail spur to the industrial park. Emporia Enterprises is working with two promising prospects and trips are planned to talk with representatives of both companies. One is identified as Standard Registry Co. of Dayton, Ohio.

1957

In January it is reported that contributions total \$78,685 to date. The Didde Glaser plant begins operation on 11.8 acres on the west side of the Industrial Park. The plant has 57 employees.

In August Emporia Enterprises hears a report on several industrial prospects. Stevie Togs Inc., of Kansas City, MO, a garment manufacturer; request for \$60,000 in assistance is denied. Committee of 50 approves \$30,000 for training only. Columbia Metal Prospects Co. of Kansas City, manufacturer of aluminum storm doors and windows; Enterprises offers to build a building. Air Placement Co. of Kansas City, Monarch Match Co. of San Jose, CA and an unnamed tool and die company also are identified as prospects.

1958

In January a meeting is called inviting a cross section of business and professional leaders to discuss a major industrial prospect. The company (later identified as Crawford Manufacturing Co.) would employ 160-180 people. A 10,000 sq. ft. building is needed with a rail spur, water and utilities. A \$200,000 loan at 4% over ten years and tax waivers were

requested. The group of business leaders agrees to recommend to Emporia Enterprises that the following package be offered:

A gift of 10 acres of the Didde plant

A \$200,000 loan as requested

Payments of \$3,000 per year for 10 years in lieu of tax concessions

Guarantee of water, sewer and rail spur to the property line

A town meeting is scheduled to present the proposal and obtain community support.

In February Crawford Manufacturing decides it will not move at this time.

In March plans are under way for a new highway by-pass that will cut through the northwest corner of the industrial park.

In June the Fanestil plant is heavily damaged by fire. Emporia Enterprises offers assistance to Carl and Ed Fanestil.

In July Enterprises renews negotiations with Crawford Manufacturing.

Major hurdles are cleared in the industrial park development when the Emporia City Commission agrees to create a benefit district (in cooperation with the county) for providing water and sewer to the park. Progress is reported with Santa Fe regarding construction of the rail spur.

In July an agreement is reached with Crawford and a major financial campaign begins to meet the local commitment. Orville Hoch accepts the challenge of leading the fund drive. By the end of the year \$40,000 has been raised and \$20,000 is "in sight".

There is talk of a need to re-energize the Emporia Industrial Payroll Insurance Plan. Of the 253 individuals on the original pledge list 153 have paid in full, 93 have paid part of their pledges and five have paid nothing. In September, efforts are renewed to collect past due pledges.

In September, Kansas State Teachers College wants to build marked student housing and asks for the land in the north half of the industrial park. The Emporia Board of Education also wants to buy 10 acres in the industrial park for future construction of an elementary school. Later that month the board of education is offered 10 acres for \$10,000 and the Board of Regents is offered an option on 26.75 acres. Neither project develops.

In November the county puts up another barrier to development in the industrial park with regard to the sewer benefit district. Emporia Enterprises calls for petitions or "whatever is necessary" to get the sewer project completed for the tract. Problems also are reported in obtaining easements for the rail spur to the park.

1959

In April the Fanestil's present a building project to Emporia Enterprises with an estimated cost of nearly \$850,000. Enterprises is concerned about its ability to raise its share of the money for a limited use building. Great Lakes Pipeline Co. asks to buy a one to two acre tract in the industrial park for a booster station. Enterprises would be required to provide access to the land. Enterprises agrees to sell the land and build a road.

Total cost of the rail spur in Industrial Park I is estimated to be \$25,000.

In May more zoning discussions arise with the county regarding the industrial tract. Enterprises dedicates land to build a road within Industrial Park I to the pipeline tract (will become Hatcher Street) and dedicate land for a road on the east side of the park (will become Industrial Road) if Mr. Stanton, the landowner to the east will do the same.

In June the Fanestil's need \$700,000 to finance their building project and most would have to be raised locally. Enterprises decides it would not be possible to raise the needed funds.

In August Harold Trusler and Wallace Evans offer to build a building for an industrial prospect with a 10 year lease and a cost of one cent per year. After investing the character of the prospect, the request for a donation of land from Enterprises is denied.

The Didde plant will be expanded and rail service will be provided from the rail spur built for the Crawford plant. Crawford Manufacturing opens this year with 150 employees (the plant will operate for 10 years). The company is eventually bought by a conglomerate which closes the local plant and sells the building to Didde-Glaser.

In September work continues to sell bonds for the Crawford project. To date \$70,000 has been raised. Meetings with small groups of prospective buyers are planned.

The sewer benefit district is complete with Enterprises share totaling \$29,670.

THE 1960's

The decade of the 60's is a period of substantial growth and development. Emporia Enterprises plays a major role in this success story. There also are political battles that have a profound effect on future growth and development in Emporia. These records do not reflect the location of the Armour plant on land purchased from the Anderson family at Sixth Avenue and Prairie Street. The beef slaughtering plant will close after a few years and later be purchased and expanded by Iowa Beef Packers for a major slaughtering and meat packing plant. Enterprises did not have a direct role in this project but it has a significant impact on the local economy and political climate.

1960

Hallmark assures Emporia that no changes in the Emporia plant are anticipated. Virgil Basgall is hired as Emporia's City Manager. In August, W.L. White asks to buy five acres in the industrial park for a television tower. Enterprises denies the request because this does not fit with the park's land use plan. Rainbo plans to build a new building in the industrial park. W.L. White brings a second proposal to buy park land for a television tower, this one at what is now 15th & Industrial. Enterprises agrees to the sale if the county zoning board will change the zoning from residential to light industrial. Tom Lynde, a local Pepsi-Cola distributor wants a site in the industrial park. He begins negotiations for the location. In the fall, the Lyon County Zoning Board continues to resist making the north half of the industrial park a light industrial zone. In November, Carl Didde brings Enterprises information on two industrial prospects, one a paper-folder manufacturer and one a box manufacturer. A new industrial brochure is published.

1961

Enterprises asks the City Commission to place the half-mill industrial levy on the April ballot. The levy is approved and the action is seen as a vote of confidence for the industrial development program. Enterprises is now obligated to make worthwhile decisions regarding use of the money. Local leaders will work with legislators to get the law changed and make the levy permanent.

Messer's Elliot, Groh and Seal have rented space in Emporia and begun testing models of roof nailing machines. The machines are said to have excellent possibilities.

Modridge Manufacturing Co. of Moundridge is interested in locating in Emporia.

Enterprises denies a request for land at what now is 12th Avenue and Industrial Road for a storage warehouse and eventual tire recapping shop. The planned use does not fit with the intended purpose of bringing payrolls to Emporia.

Mr. Lynde is interested in the 12th & Industrial site for his Pepsi-Cola bottling plant.

Leaders discuss adding an Industrial Committee to the Chamber of Commerce. They also propose expanding the role of the Committee of 50 to: 1) become involved in public relations

and contact with industrial prospects, 2) develop a program to locate industrial prospects, and 3) reorganize to recruit a more active membership.

In May, the Enterprises board meets with Frank Gage of Gage-Babcock Inc., an industrial planning consultant to define a philosophy of industrial growth. His advice: don't get into bidding contests with other communities; firms that employ 25-100 people are best for steady growth that can easily be absorbed into the community.

Enterprises hires Gage at a cost not to exceed \$3,000. He will complete a general industrial development survey and propose a development plan for the industrial park.

In June Enterprises the Committee of 50 approve the sale of land for the Pepsi plant. It opens the following year with ten employees.

1962

In February, Charles Garrett, owner of Flint Hills Machine Shop, 10 W. 11th Ave. approaches Enterprises about assistance for future expansion. The company locates on 4/5 acre on the east side of Park I (later know as Floyd's Auto body). It has six employees. Sauder Development Co. is expanding for a third time and requests the second subordination of the 1955 loan. Enterprises approves the request. The company's first expansion was in 1961. Kansas Power & Light Co. wants land in the industrial park for a future substation. Carl Didde, incoming President of the Chamber, calls a joint meeting with Enterprises and the Committee of 50 to clarify the roles of all entities involved with industrial development. An article is published in Reader's Digest about Emporia's industrial development activities.

1963

A request from Emporia Products, Inc. to buy a tract of industrial park land for a soft drink bottling plant (Grapette) is denied. Enterprises offers another tract in its place.

Talks begin with Interstate Bakeries. A meeting is called in September to discuss the company's request, which includes 33 acres in the industrial park north of 15th Avenue. The Committee of 50 authorizes Emporia Enterprises to negotiate a price and donate land if necessary. The following committee is appointed to negotiate the deal: Joe Morris, Mayor; Virgil Basgall, City Manager; Kermit Oakes, Enterprises President; Jun Penny, Committee of 50 Chairman; Frank Warren, Enterprises board member; and Earl Hemstreet, Chamber/Enterprises Secretary.

Enterprises signs an agreement with Interstate Bakeries in October. The company pays \$25,000 for the land with the money being used by Enterprises to extend the rail spur north. Enterprises also agrees to pave 15th Avenue. The company anticipates creating 200 new jobs.

The bakery project sets off a controversy in Emporia over the use of Industrial Revenue Bonds. IRB's are proposed by the city for the bakery, which would remove the plant from the tax rolls for 10 years. Opponents believe IRB's hurt taxpayers by reducing the tax base. During a 12-18 month period, a deep division occurs in the community over the issue.

1964

Orville Hoch is appointed to lead a special committee to rejuvenate the Committee of 50, update business representation and seek new investors in EIPIP. Records show signs of “growing pains” with the recent industrial growth. The committee recommends revisions to the bylaws later in the year.

The City of Emporia contracts with Bucher & Willis for creation of a city plan.

Enterprises begins work on purchasing land for a second industrial park. Negotiations begin for the Overstreet & Kulander tracts west of Emporia.

Enterprises has contact with Education Testing Service of Princeton NJ in an attempt to interest a national testing company in Emporia.

The grand opening is held in November for Dolly Madison Bakery. Governor Avery is invited to attend. The plant opens with 110 employees.

Talks begin in November with Camper Corporation of America about opening a branch plant in Emporia. Enterprises offers two \$10,000 loans, and a lease agreement is reached for a building owned by Scott Mouse at 206 Commercial Street.

The Board of Education agrees to buy 21 acres in the northwest corner of Industrial Park I, contingent on the successful passage of a bond issue later that year. The bonds will be used to build a vocational technical school. An agreement is reached for a cost of \$13,500 on a split vote of the Committee of 50.

The final payment is made this year on Industrial Park I.

1965

In April, new city commissioners are elected on a pro-IRB platform, bringing greater support for industrial development to city government. All but 42 acres have been purchased in Industrial Park I. The 154 acres in the Overstreet & Kuhlander tracts are offered to Emporia Enterprises for \$226,900. Pepsi-Cola and Crawford Manufacturing are interested in buying additional land for future expansions. New by-laws of the Committee of 50 are adopted. Purposes of this group are: collect pledges, secure new pledges, assist in the development of new industry, and approve expenditures of money collected under the EIPIP.

1966

Negotiations continue with Overstreet & Kuhlander. Owners want a clause in the contract that prohibits the location of any companies in the park that are financed with industrial revenue bonds. Enterprises members also are concerned about the cost, \$1,000 per acre, and their ability to meet future payments. The deal is finalized in May. Enterprises is working with Santa Fe on

some industrial prospects. Santa Fe has been a partner in the community's development since the railroad came to Emporia in the 1860's.

1967

Enterprises requests assistance from the city industrial development fund to make a \$35,000 payment on the second industrial land site. B.F. Goodrich is interested in locating in Emporia, Enterprises offers the company 40 acres in the northeast corner of Industrial Park II, at Highway 50 & Graphic Arts Road, at a cost of \$4,000 an acre. Bill Braum withdraws a request to buy an industrial tract and moves his dairy operations to Oklahoma.

1968

The Chamber Industrial Development Committee invites Emporia Enterprises to a meeting to establish sound objectives for industrial development.

1969

An unnamed industrial prospect, working through Santa Fe Industrial Department wants to buy 45 acres in Industrial Park II. Records reflect discussion about a packing plant and the industries needed to support such an operation. During this year, Enterprises is working with seven industrial prospects. They have come to Emporia via the Kansas Department of Economic Development, Santa Fe Railway and local contacts.

THE 1970's

The second industrial park is developed during this decade. While not directly related to Enterprises' work in industrial development, the city enjoys the economic benefits of the Wolf Creek nuclear plant construction that starts in Coffey County. Many workers locate in Emporia and a housing construction boom a result which carries over into the 80's.

1970

Camper Corporation is having financial problems and is unable to make payments on the \$10,300 still owed Enterprises. In December, the company is declared insolvent. In June, Enterprises begins working with a new prospect that is looking at both Emporia and Council Grove. In December, Enterprises receives a request from Kansas City Diesel to purchase land in Industrial Park I west of the Pepsi-Cola Bottling plant.

1971

Enterprises board holds an emergency meeting to discuss three prospects: Broadmore Mobile Homes, Holiday Inn and Kansas City Diesel. Enterprises is not interested in providing industrial park land for Holiday Inn because it is not an industrial use. Broadmore and KC Diesel both open plants in the industrial park by year's end. Broadmore has 75 employees in a plant now housing the city public works center. The Emporia Detroit Diesel plant opens with 10 employees.

In June, Enterprises and Chamber leadership meet to discuss zoning for Union Oil at Interstate 35 and Industrial Road. They go on record in favor of the zoning. Enterprises receives a request of land in Industrial Park I from Martin Tool & Die of Wichita. It was noted that this company was involved in urban renewal in Wichita.

In July, Enterprises agrees to pave Hatcher Street from 12th to 15th Avenues and to pave 15th from Hatcher east to the existing pavement, both projects at no cost to the city. Estimated cost of the project is \$25,000. Enterprises is approached by DeBauge Brothers Inc. about buying land in Park I. DeBauge is the local Coors distributor and in 1970 had eight full time employees. The company was working to obtain the Coca-Cola franchise. Enterprises offers 4-5 acres at \$5,000 an acre. When the new distribution plant opens it has 15 employees.

1972

Leaders are continuing to negotiate with Holiday Inn. Enterprises reiterates its stance not to sell industrial land for commercial purposes. Rainbo Baking Company wants 1.5 acres in Park I for a shipping depot. Detroit Diesel wants additional land for possible expansion.

1973

An industrial prospect, Modine Manufacturing, wants 12-20 acres in Industrial Park I. The plant will create 50 new jobs with potential up to 300. The Committee of 50 approves the sale of land

at \$4,500 an acre. Emporia Enterprises deeds 2 acres in Park I at 15th & Industrial to the City of Emporia for \$1 for a second fire station.

1974

Didde purchases another 1.7 acres in Park I for \$5,000 an acre.

1975

The final payment has been made on Industrial Park II. Enterprises is ready to begin developing the park with streets, drainage improvements, etc. As more public money is combined with private donations for industrial development, the role of the Committee of 50 becomes less clear.

1976

Santa Fe Transportation Co. becomes the first tenant of Industrial Park II. The company buys 11.6 acres at \$6,000 an acre in the southwest corner of the park (at one time the site of Kansas Motor Freight). Graphic Arts Road is constructed on the east side of Park II. Emporia Enterprises donates land to Santa Fe to relocate tracks 60' west for the street project.

1978

The Committee of 50 is dissolved August 30th. All assets of the EIPIP trust fund are transferred to Emporia Enterprises Inc. Safeway Pet Food comes to town locating on 7.44 acres in Industrial Park II.

1979

Glendo Corporation, founded by Don Glaser, opens on 7 acres in Industrial Park II. Emporia Enterprises buys 205 acres southeast of Emporia for a third industrial park (Wilson-Davis tract) at a cost of \$512,500. Sale is contingent on approval of light industrial zoning. Emporia Enterprises reorganizes and adopts new by-laws which provide for limits on the terms of directors. Up to this time, terms have been unlimited. Enterprises becomes less involved in developing industrial prospects and incentive packages and focuses on industrial land management. The Chamber takes the lead on industrial development activities.

THE 1980's

By the mid-80's Emporia Enterprises has completed development of the 145 acre Industrial Park I and just under 1,500 people are employed in 10 businesses and one vocational technical school located there. The 154 Industrial Park II has only 42 acres remaining unsold. A total of 214 people are employed by businesses there and facilities are pending on three sites. Emporia Enterprises is embarking on a speculative industrial building to attract new prospects. Also, Enterprises has purchased a 205 acre Industrial Park III southeast of Emporia and is ready to begin developing the tract. Despite these successes, past political battles influence the decade. Public confidence and support, especially from the Emporia City Commission, for the industrial development program decline. While the debate grows, industrial growth is slow.

1980

In September, a lawsuit is filed on behalf of the southeast Emporia neighborhood adjoining Industrial Park III. The residents want assurance that they will have a say in the type of industries that locate there. As a result, restrictive covenants are developed and the lawsuit is dropped.

1983

Emporia Wholesale Coffee Company buys 16.87 acres in Industrial Park II for a future building project. Kansa Corp., a manufacturer of newspaper inserting machines (another company spun off of Didde-Glaser) buys 13.5 acres in the center of Park II to expand and relocate from its plant at South Avenue & Commercial Street.

1984

Emporia Enterprises decides to build a speculative industrial building. The plan is initiated by Paul DeBauge, Joe C. Morris and Elvin Perkins based on research that shows industries want to move into existing buildings so projects can develop quickly. The plan has the support of the Chamber, City Commission and local financial institutions. It will be financed with a combination of private and public funds. In November, Emporia Venture, Inc. and Emporia Industrial Leasing, a limited partnership, are created to finance and develop the spec building project.

1985

Thomas Transfer & Storage wants to buy 33 acres in Park II at the corner of Highway 50 & Graphic Arts Road for future development. Enterprises includes a clause to repurchase the tract if it is not developed by December 1, 1990. Emporia Wholesale Coffee Company buys an additional 4.8 acres for a total of 21.6 acres in the southeast corner of Park II. Private fund raising begins for the spec building project. Using a "Committee of 50 approach", Chamber members and the community are canvassed for pledges. A total of \$54,600 is donated to the city's Economic Development Fund in amounts ranging from \$5 to \$2,500. In addition, a group of limited partners invests \$10,000 to \$15,000 each for a total of \$165,000 toward the project. Investors are: White Corporation, Emporia State Bank & Trust, Blacktop Construction Co., E.H.

Hawes (Glacier Petroleum), Emporia Wholesale Coffee Co., Calhoun Foundation Inc., Lee Nelson, Ritchie Corporation, Didde Graphic Systems Inc., Cataille Company (DeBauge Brothers), Western Service Corporation (Columbia Savings), Keith Thomas, Lyon County State Bank, Citizens Building Corporation (Citizens National Bank & Trust) and Rich Longbine Chevrolet-Olds. The city agrees to issue \$375,000 in industrial revenue bonds. The spec building is originally located on the south side of the park, just west of land purchased by Emporia Wholesale. However, ground water and soil problems force Enterprises to move the project to the west side of the park, just south of Glendo Corporation. Cost considerations result in a reduction in size from 50,000 to 40,000 sq. ft. The project is estimated to cost \$563,300.

1986

Emporia Enterprises begins construction on the spec building. Charles Evans, Emporia Wholesale Coffee Company, writes Enterprises about the ground water problem on the 4.8 acres he purchased in 1985 in Park II. He requests a reduction in the price or repurchase of the land by Enterprises. The spec building is leased to VFI of Kansas Inc., a furniture manufacturer.

1987

Emporia Enterprises agrees to buy 18 acres of land on the east side of Emporia State University for an education park. It would be a “Corporate Woods approach” to developing education related industries. Alliance for Business and Education would develop the park. The land is valued at approximately \$210,000 and the project would include relocating of the university President’s home. A proposal is submitted to the Kansas Board of Regents seeking permission to buy the land. In May, the Kansas Legislature gives the university authority to sell the land. On the advice of a private consultant, the project is dropped due to a lack of public support and concerns by residents living near the area.

Santa Fe removes the rail spur on the west side of Park III without notifying local officials. Enterprises is concerned that the company’s action substantially lowers the value of the land for industrial development.

Emporia Enterprises addresses criticism from the Emporia City Commission that it has not been accountable for use of public funds. Some criticism stems from the sale of Park II land to Emporia Wholesale Coffee and Thomas Transfer for future development. Neither has resulted in new jobs. The board contracts with Agler & Gaeddert for preparation of financial reports which will be provided to the City Commission as well.

Dale Stinson resigns as President of the Emporia Chamber of Commerce. Dan McClenny is appointed as interim President. Local businessmen provide suggestions for restructuring the economic development program.

1988

Joe Wood is the new Chamber of Commerce President & CEO. Because of uncertainty of rail service to Park III, the Enterprises board decides that acquiring land for a fourth industrial park

with rail service is a priority. Emporia is one of 13 communities considered for a new 1,200 bed state prison. Enterprises offers Park III for the project if Emporia is selected. The state eventually selects El Dorado for the prison. Bayer Stone considers building a plant in Emporia. Enterprises offers a loan to the company, which would be forgiven if Bayer moves its entire operations here. Enterprises pursues legal action against Santa Fe for removing the tracks from the west edge of Industrial Park III without authority. Enterprises reminds the company that its representatives were involved with development of the land and zoning issues. The lawsuit is never filed. Local money will be required to provide rail access to the tract. Enterprises gives its support for the developing National Teacher Hall of Fame project. Industrial development is discussed in December at a joint meeting with the City Commission and Chamber of Commerce leaders. Enterprises and the Chamber agree to work on a plan to present to the City Commission.

1989

VFI of Kansas, Inc. shuts down operations due to financial problems. The Joint Economic Development Advisory Council (JEDAC) asks the Chamber and Enterprises to support a proposal for an economic development sales tax. Enterprises amends its bylaws, expanding the board to 11 members, including representatives from the city and county. The role of Enterprises is redefined as follows: 1) manage the business of the corporation, 2) hold title to industrial parks, 3) manage development of industrial parks, 4) manage financial assets, 5) do anything related to economic development as requested by the Chamber of Commerce. Enterprises votes to donate \$60,000 to the National Teacher's Hall of Fame. Vanity Fair plans to build an outlet mall at Interstate 35 and Industrial Road. The project eventually falls through and the land is used for a new Wal-Mart store. Team Track Inc. is formed locally to provide trail service to Park III. By September 10 businesses sign contracts for rail service. It is hoped that this commitment will convince Santa Fe to rebuild a rail spur to Park III. The final payment is made on Park III.

THE 1990's

This decade is a turning point in industrial development for Emporia. During the 1980's little economic growth has occurred in Emporia, in part a reflection of the sluggish national economy. The Wolf Creek construction workers are gone, leaving empty residences and fewer dollars circulating in stores. The community is frustrated by what it interprets as a lack of accountability for the use of public money for industrial development. This philosophy leads to a vote by the City Commission to not renew a contract with the Emporia Chamber of Commerce for the industrial development program. From the ashes, Economic Development was reborn with the creation of the Regional Development Association of East Central Kansas, a collaborative effort between Lyon County, the City of Emporia, the Emporia Area Chamber of Commerce, Emporia State University and Emporia enterprises is formed and the national and local economy turns around. As the end of the decade nears, a new spirit and optimism are seen in Emporia and public support for industrial development is high.

1990

Thomas Transfer wants to sell Park II land back to Enterprises as agreed in the 1985 purchase agreement. Due to the reappraisal and classification, the company does not plan to build on this site. Enterprises decides it is not in a financial position to buy back the 33 acres. Enterprises takes on administration of a Venture Capital fund which provides seed capital loans for new products. The money is a grant to the city through state economic development initiatives. The first loan request is made by Joe Witten for a "Bob Bobber" project. A \$15,000 loan at 25% interest is offered but not accepted. It is reported that debt and obligations on the VFI project total \$560,000. Eagle Systems Inc. receives a \$15,000 venture capital loan at 25% interest to manufacture a check and credit card verification device.

1991

Emporia Enterprises is one of two sites being considered for a major plastics company. Enterprises offers to donate 50 acres in Park III. A community task force recommends Park III as the new site for a new county jail. Bayer Stone has renewed interest in Emporia. Enterprises reauthorizes a 10 year \$70,000 loan at 3% interest. The loan would be forgiven if all operations move to Emporia.

1992

Quality Control Associates receives a \$21,000 venture capital loan. Emporia Industrial Leasing, LP is dissolved in July and partners forgive their investments to facilitate sale of the former VFI building. Detroit Diesel, owned by the Penske Company, offers to buy the vacant VFI building in Park II for \$375,000. The company agrees to add 25 jobs over a two year period and make \$500,000 in improvements to the property. The city agrees to forgive a \$50,000 loan to the spec building project and Enterprises forgives a \$101,000 note to Emporia Industrial Leasing, LP. This transaction allows Detroit Diesel Remanufacturing Central Inc. to move its operations from three buildings at 2828 W. 12th Avenue to one building. The Emporia City Commission votes to

not renew its contract with the Chamber for economic development. Concern is raised about the future of economic development funding.

1993

The Regional Development Association of East Central Kansas is formed as a new partnership for industrial development activities. The seven member board includes representatives from the Chamber, Emporia Enterprises, city and county. Joe Wood resigns as President/CEO of the Chamber of Commerce. Donna Newkirk is named interim President and later hired as President/CEO. A local industry, Bunge, is planning a \$20-25 million expansion and needs additional land. Emporia is competing with two other plants in southern states. Enterprises signs options on land to assist with the expansion and commits \$75,000 to the project. Martin Tractor wants to buy 13.2 acres in Park II at Overlander and Highway 50. The company will build a plant for truck repair and industrial engine rebuilding, bringing 15-20 jobs to the city. In the future, they plan to add an agriculture center and construction sales and service and 15 more jobs. The company is asking for no concessions. Enterprises sets \$215,000 as the price for the tract. In January 1994 the company instead tries to locate in Eaglecrest south of Wal-Mart.

1994

Kent Heermann is hired as the first executive director of the Regional Development Association of East Central Kansas. He arrives in Emporia in February. In April, Martin Tractor agrees to buy the Park II tract for \$173,594. Enterprises approves new bylaws in April. Enterprises endorses the Flint Hills Heritage Center project proposed by the Convention and Visitor's Bureau. In June the City of Emporia receives a \$150,000 Community Development Block Grant to provide water to Detroit Diesel and Martin Tractor. Emporia is one of five cities being considered for a new Cessna plant. The company will make an \$18 million investment and provide up to 1,000 jobs. They need 40-50 acres near the airport. In August, Emporia Enterprises purchases an option to buy 135 acres from Joseph Caldwell Jr. east of the Emporia Municipal Airport for the plant. Emporia State Bank & Trust agrees to provide Emporia Enterprises with a \$100,000 line of credit for the Cessna deal. Detroit Diesel begins a \$1 million 20,000 sq. ft. addition at 840 Overlander Road. This addition and new production will increase employment to 110 people, an increase from 69 employees when the plant was moved to this site in 1992. Emporia is one of two communities being considered for a pet food plant which would provide 50-100 jobs and a \$12 capital investment. In November voters overwhelmingly approve a half-cent sales tax for industrial development. The revenue will support the incentive package being offered to Cessna. If Cessna chooses another city for its plant, the city commission agrees to split the revenue between property tax relief and industrial development. Discussions begin about acquiring land for a fourth industrial park. On December 21, 1994 Cessna announces it will build its new plant in Independence, Kansas.

1995

Although disappointed by the news regarding Cessna in December 1994, the community is unified by the project. Local support for industrial development remains strong and the city follows through on its promise to use a portion of the sales tax revenue for property tax relief.

Emporia Enterprises is working to obtain rail service to Park III. The cost is estimated at \$372,000. Negotiations begin for 40 acres east of the park. The Bunge expansion had been put on hold but now is back on track. Plans are announced for the Flying J Truck Plaza at Highway 50 and Americus Road. The developer is working with the state on highway access. The Job Creation Incentive Program is started using sales tax revenue to stimulate industrial employment growth. In November, Enterprises votes to donate 10 acres in the southeast corner of Park III for Lenze Power Transmission. Enterprises agrees to sell an additional 17 acres of land in Park II to EVCO for \$17,000, leaving only five acres unsold in that park. If the land is not developed in two years, EVCO will sell the new tract back to Enterprises. EVCO already owns 21 acres in Park II. At the end of the year, Enterprises has assets totaling \$962,540.

1996

In January, Lenze accepts the incentive package and agrees to build a plant in Emporia. The city will provide utilities to the site make infrastructure improvements and assist with a request to the state for property tax abatement for 10 years on the plant and five years on equipment. Lenze will build an \$850,000-\$1 million plant and employ at least 15 people for the first year with a minimum \$300,000 payroll. Employment will reach 30 people by the third year. Enterprises, working with the RDA, finalizes the plat for the park's development. One street will be built inside the park and it will be named Penny Lane in honor of Jun Penny. The city obtains a community development block grant to pave and curb/gutter Weaver Street from Logan Avenue to the railroad tracks. The park is annexed into the city. Enterprises is concerned about its low inventory of industrial land. The board agrees that it needs to become aggressive in land acquisition. City officials support using the industrial sales tax revenue for land purchase now that Enterprises no longer has land sales to generate revenue for new acquisitions. In March, Enterprises approves the purchase of 70 acres from Peak & Hatcher south of Highway 50 and east of the Cottonwood Church. Cost of the land is \$66,500. Enterprises also makes an offer on 40 acres (Foster) east of Park III, land which is needed for rail access to the park. In August, Enterprises makes an offer of \$377,500 on a 151 acre tract (Colwell Trust) one half mile west of the Highway 50 Americus Road intersection. Enterprises learns that a pet food manufacturer is looking for land to build a plant. It needs 25 acres and an option for 20-30 additional acres. Employment will be 74 people, reaching 180 by the third year. The company plans a \$38 million investment. During this year Enterprises serves as a third party in a land transaction between George Groh & Sons and Bunge. The land deal is needed to facilitate Bunge's expansion.

1997

In March, Enterprises reaches agreement on the 151 acre Colwell tract for \$377,500 over five years and the 40 acre Foster tract for \$92,500. The pet food company, Menu Pet Foods, is finalizing plans to locate in Emporia. Enterprises votes to donate two lots to the company and offer an option to buy two additional lots in Park III. In September, Enterprises asks the city commission to assist with the two land purchase from the industrial sales tax fund. Enterprises voted to close the seed capital fund, returning to the city \$49,270. Enterprises request from the city money to purchase the Foster property, option money on the Colwell tract, less the seed capital fund. They received \$70,730 from the City of Emporia.

1998

Quality Control was sold to B & G Consultants. Emporia Enterprises had loaned Quality Control \$21,000 and has written off all but \$1 from the financial statement due to non-payment. The Board agreed to write off the last \$1.

Pastor Carazos indicated in a letter to the Board, their 15-acre tract of land, northeast of the intersection of Prairie and South Avenue asking price was \$2 per square foot or approximately \$1.3 million. The Board moved that a counter offer of \$2,500 per acre or \$37,500 be submitted to Pastor Cavazos.

New job descriptions for the Chamber President and RDA Executive Director who serves as the Director of Planning and Development were presented to the Board and approved. Emporia Enterprises moved its Trust account from Nations Bank to Emporia State Bank & Trust.

Lots 1 & 2 of Park III were certified by an engineer to be in the 500-year flood plain instead of the 100-year flood plain.

Steve Bell from Emporia State Bank & Trust provided an update report on the Trust account and advised that all deeds have been recorded.

Project Oakville, a Canadian private label food processing company, was considering construction of a 150,000 square foot building on lots 5 & 6 in Park III, and the installation of \$8 million of equipment. The motion by the board was to donate the lots 5 & 6 of Park III, subject to the recommendation of the RDA to the City of Emporia.

Project Fargo, a fortune 100 company, was seriously considering the construction of a 130,000 square foot building with a total capital investment in building and equipment of \$18.5 million. They were interested in Park III.

Larry Ek was asked to inquire about acquiring additional land northwest and adjacent to Park III.

Foster tract was zoned light industrial and brought into the city limits.

Emporia Enterprises granted the City of Emporia an option on Lot 3 Park III until June 1999 for Project Fargo.

The Board approved a plan to move the former Buzz Wilson house for lots 5 & 6 in Industrial Park III with certain conditions.

The Board approved the purchase at \$2,500 an acre based on the actual survey of the Satterfield tract adjacent to the northwest portion of Industrial Park III contingent on a level 1 environmental assessment being conducted with no significant findings.

The Board accepted a proposal from Larry Putnam on legal services for the board.

The approved bid of \$3,975 from S.R. Coffman Construction for removal and clean up of the foundations and concrete on lots 5 & 6 where the “Buzz” Wilson home was located. The house would be moved from the lots in the near future.

A separate board was created for the Board of Review for Park III to review the covenants.

The closing on the Satterfield property would be on January 8, 1999. The Board directed to authorize an offer of \$5,000 for the Hardesty tract.

The City of Emporia was granted easements on Lots 5 & 6 Park III for construction on Logan Avenue; the board authorized the Trustee at ESB to sign the easements.

1999

The Satterfield and Hardesty tracts were acquired; it consists of 20 + acres in the northwest part of Park III. Caterpillar (Project Fargo) is scheduled to begin construction in June. The Peak tract was sold for \$66,500, which is the same price Emporia Enterprises paid for it. The Satterfield and Hardesty tracts were annexed into the City limits.

THE 2000's

This decade started slow because of the recession from 4th quarter 2000 to 2002. Emporia Enterprises pursued property acquisition to position Emporia to have sites with rail access. Emporia Enterprises was not directly involved in the Westar Energy announcement in August 2006 to locate a \$330 million natural gas peaking plant adjacent to the Lang Substation located south and west of Road S & Road 200 in northeast Lyon County. Renewable Energy Group located a Biodiesel plant and Hill's Pet Nutrition located in East Park III in southeast Emporia with a total investment of \$165 million. The total to date in this decade is a record setting half a billion dollars of capital investment.

2000

Emporia Enterprises approved revision of RDA Bylaws changes. Donna Newkirk Chamber President/CEO accepts a position at Lawton Publications. Search begins for Chamber President/CEO and Secretary/Treasurer position vacant.

South Western Bell (SWB) places underground telecommunications cable on West Side of Foster tract outside of the easement. Emporia Enterprises requires SWB to pay \$1,320.00 to Emporia Enterprises and grants general utility easement of 20 feet to the City of Emporia.

Advantage Trust Company notifies Emporia Enterprises the Newton "Buzz" and Lenora Wilson tract, south of Industrial Park III is for sale. Emporia Enterprises has a purchase option on the tract. The tract is 70 acres with a house, tractor barn, and shop on the north portion of the tract. The asking price is \$430,500. The Board of Directors took no action, since no purchase offer had been made.

The Colwell option, a 151-acre tract west of Emporia, was extended for one more year. The purchase option must be made on or before May 2002. The total purchase price of the tract is \$375,500 less the annual options. The City of Emporia industrial sales tax funds are budgeted to assist on the land acquisition. A distribution business had a strong interest in the north 25 acres of the Foster tract.

An incentive compliance agreement between a warehouse/distribution prospect and the City of Emporia was being developed. Emporia Enterprises will participate by providing the north 25 acres of the Foster tract and a rail spur access across A.M. Cohron and Woodworth properties. On the south 15 acres of the Foster tract, a two year first right of refusal agreement was developed between Emporia Enterprises and the warehouse/distribution prospect.

Emporia Enterprises requests a zoning change from light industrial to heavy industrial on the Foster tract. Zoning request denied by the Planning Commission and pending with the City Commission.

The Tipton property a 3.9-acre tract with a house and outbuilding was acquired for \$62,252. The tract is east and adjacent to the Foster tract.

An option to purchase the Messersmith tract located adjacent to the Americus Road and U.S. Highway 50 was declined. It reaffirmed Emporia Enterprises primary purpose to purchase and develop industrial sites not commercial properties.

The Steel Distribution Company – Norfolk Iron and Metal Company announcement was made on November 1, 2000 at the Trusler Business Center. The \$7.1 million investment on the north portion of the Foster tract will include a 150,000 square foot building with rail access inside the structure. The initial employment will be 40 employees with up to 100 within five years. Emporia Enterprises contribution to the City of Emporia for the Norfolk Iron and Metal Company incentives are the north of 25.59 acres of the Foster tract (\$65,160), the vacation of the original Cohron railroad right of way (\$9,000), the acquisition of the new rail spur alignment from A.M. Cohron & Son (\$8,575) and Scott and Kellie Woodworth (\$21,240) for a grand total of \$103,975. A three-year purchase option on the south 13.68 acres was granted to Norfolk Iron and Metal Company.

The Gosser property, a 2.736-acre tract with a house, which is northeast and adjacent to the Foster tract, was purchased for \$60,446. Emporia Enterprises will begin negotiating on the Woods tract immediately east of the Foster tract. The Wilson tract, a 70-acre tract with a house, tractor barn, and shop, south of Industrial Park III, in which Enterprises had the first right of refusal, was not exercised by the Board. Emporia Enterprises will be actively considering more acquisitions of property for industrial sites.

The right of reconveyance of Lot 9, Wilson-Davis 1st Subdivision (Industrial Park III) with Menu was released. Menu agreed to either construct a \$400,000 facility on Lot 9 or construct at least a 100,000 square foot addition to their existing 215,000 square foot structure. On November 9, 2000, the City Building Inspector approved the final inspection on the 215,356 square foot addition.

Jeanine McKenna, the new Chamber President/CEO attends Emporia Enterprise meeting.

Work continues on acquiring the north 36 acres of the Jim and Sharon Woods property east of the Foster Tract. Negotiations are going on to acquire the tract via a land trade.

Didde went into bankruptcy and sold the business to Alcoa in Colorado. They closed the plant here in Emporia in December and had approximately 100 employees that were laid off.

2001

A quote was accepted by S. R. Coffman for the demolition of the houses, outbuildings, and concrete at the Tipton and Gosser properties for \$10,365. The quote also included the closing of wells and septic tanks.

The Colwell tract (Park IV) option payment of \$10,000 is due on May 30, 2002, Emporia Enterprises may purchase the property. Prior to exercising the option the tract needs to be rezoned and a level 1 environmental assessment conducted.

Joint meeting of Emporia City Commission, Regional Development Association of East Central Kansas Board of Directors, and the Board of Directors of Emporia Enterprises was held. Common development issues were discussed and each group gave an update on their activities.

A proposal was presented to place the animal shelter in Industrial Park II on the 5.8-acre tract north of Oakes Street between Kansa Corporation and Safeway Pet Food. The consensus of the Board was not to take any action on the proposal. Safeway had expressed an interest in expanding their operation, and would need the tract.

The City of Emporia locates a new animal shelter adjacent to the public works building in Industrial Park I.

In December 2000, the Didde Corporation declared bankruptcy. In June, the entire business was purchased by Alcoa Packaging Products of Englewood, Colorado. They sold the 200,000 square foot building to Industrial Assets, Inc., a liquidating company. The building and property asking price was \$2,000,000.

Development plans for Park IV (Colwell Tract) were outlined. First a level one environmental assessment must be performed on the property to determine if any potential environmental problems exist. Several bids were received from engineering firms who conduct environmental assessments. Kaw Valley Engineering was chosen to perform the environmental assessment on the Colwell tract, in South East Park III, the Gosser tract, and the Tipton tracts. Bids are obtained from an engineering company for a preliminary design of Park IV.

A request was received from Bud Vernon to purchase the 3.9-acre Tipton tract. The Board agreed that the tract is not for sale at this time.

Ken Thomas, who owns a 32-acre tract in the northeast portion of Industrial Park II, rezones the tract from Light Industrial to Commercial.

Two temporary construction and one permanent drainage easement was granted to the City of Emporia along South Avenue adjacent to Industrial Park III.

The environmental assessment was completed with no significant findings on the Colwell, Gosser, and Tipton tracts. Bids for engineering services for a preliminary layout of the Colwell tract are being solicited. Only one bid has been reviewed thus far. B & G Consultants designed the development plan for the Colwell tract (Park IV).

2002

The RDA President works with Emporia Enterprises as the Director of Planning and Development. This past year 187 acres of property was added to the portfolio of industrial sites. The Colwell tract, a 151-acre site located north of US Highway 50 and east of Road F was purchased on May 29th. The Jim & Sharon Woods 36 acre tract was acquired in October. The tract is located east of the Norfolk Iron & Metal facility on South Avenue.

This past year as the RDA's representative to the Flint Hills Technical College (FHTC) Advisory Board, Heermann participated in the selection process for the FHTC President. Dr. Lee Alderman began his tenure at the FHTC on July 1st, and is leading the organization to be more proactive in customized training.

The cumulative return on investment from 1995 to 2002 is \$157,940,000 in capital investment, the construction of 1,246,900 square feet of manufacturing and warehouse space, and the creation of 950 jobs with an annual payroll of \$24,500,000. To give you a perspective based on the Cessna project, the projected capital investment was \$31,000,000, a 300,000 square foot building and 1,000 jobs with an annual payroll of \$20,000,000.

2003

A budget request was made to the City for \$50,000 for the Lyon County State Bank loan on Park IV, for the first payment and development costs associated with Park IV. Enterprises receive from the City a \$50,000 for loan payment to LCSB on Park IV of \$25,510.58 and Park IV Design Work by GBA for \$10,000 is to proceed.

Ingenium/Hastco's 17.2 acre site in Park III, the south 600' of lots 5&6 in the Wilson-Davis 1st Subdivision is deeded from Emporia Enterprises Trust to Emporia Enterprises, Inc. Emporia Enterprises and Hastco come to an agreement regarding Ingenium that was reviewed by the board. The board agreed to transfer the south 600' of lots 5&6 of the Wilson-Davis 1st Subdivision (Park III), a 17.1 acre tract more or less provided and Hastco enters into a promissory note to pay Emporia Enterprises \$150,000 for the land if Hastco sells or assigns its interest to anyone else. All the subcontractors have been paid. The Hastco financing is approved and imminent.

Board members looked at a preliminary plat of Park IV. The design is based on assumptions that Mrs. O'Brien will sell some property to Emporia Enterprises. There are detention ponds for proper drainage in the new design. Board members discussed negotiating with Mrs. O'Brien on purchasing some of her land east of the Colwell tract.

2004

Emporia Enterprises still has some control of the land the Ingenium building is sitting on. There is a strong interest in the building by Menu Foods Midwest. John Mallon, owner of the building, is asking Emporia Enterprises to transfer the title of the land to the Mallon Family LLC. He would also like Emporia Enterprises to forgive the \$150,000 mortgage on the land. Larry Putnam made up an agreement, included in the board packet, to transfer the title to the Mallon Family LLC.

2005

Norfolk Iron & Metal was given a first right of refusal on the 13.78 acres south of their facility. They have plans for an expansion in the future.

Don Ek, realtor plans looks at the O'Brien property to give his opinion on the price of \$460,000 for 60 acres and the buildings on the land. He believes the asking price of the O'Brien tract is too high.

Modine was sold to Transpro and they moved the manufacturing to Mexico and closed the Emporia plant. Modine employed around 130 employees at the time.

2006

Don Ek, realtor has negotiated a verbal commitment of \$75,000 to purchase the Bush tract, located just east of Lenze across Weaver Street. It is a 20 acre tract and has utilities. The purchase is conditional upon a zoning change from Agriculture to Light Industrial. A Commercial Development Task Force formed a committee to oversee commercial development.

The Bush tract was purchased by Emporia Enterprises. The City Commission made the zoning change from Agriculture to Light Industrial. George Butler & Associates from Kansas City are working on a landscape plan for the south end of the Bush tract.

Don Ek has negotiated a purchase price of \$75,000 for the 20-acre Wilch tract which is just east of the Bush tract. The tract is in the county and will need to be annexed in to the City of Emporia. It is re-zoned from Agriculture to Light Industrial. Emporia Enterprises notifies the neighbors letting them know Emporia Enterprises intent to have the tract annexed and re-zoned. This tract of land is subject to the same covenants as Industrial Park III. There is a house on the Wilch tract that is removed.

Norfolk Iron & Metal (NIM) announced an expansion of 75,000 sq. ft. to their Emporia facility. The project will be a \$2.2 million investment and create 30 new jobs with a total increase in payroll of \$950,000. Incentives being offered to NIM include 10 year property tax abatement, a \$360,000 cash grant from the Sales Tax for industrial development fund, to be paid out in four equal annual payments provided thresholds are met and maintained. They would also like the 13 acre tract south of their current facility. Board members agreed to transfer the 13 acre tract to the

City of Emporia to be included in an incentive compliance agreement with Norfolk Iron & Metal Company, the land will revert back to Emporia Enterprises if the expansion does not occur.

Heermann signs a contract from George Butler & Associates to do the landscaping for the Bush and Wilch tracts. They are asking \$15,500 to do the project. Funds are requested from the City of Emporia. The plans are supposed to be done in about 60 days.

Industrial Park IV was submitted to the large site inventory for the Kansas Department of Commerce to develop. The site has to be at least 100 acres to qualify, and industrial park IV has 100.1 acres of developable land. The process of being accepted into the inventory includes a lengthy questionnaire, a presentation to McCallum Sweeney and a site visit. Enterprises did very well according to their report. Some suggestions they made were to have the site “shovel ready” with utilities in place, park IV does not have sewer. They also suggested putting in an entrance to the park.

Westar Energy announced it has chosen a location in Lyon County, Kansas, as the site for a new natural gas-fired combustion turbine peaking power plant. The site is in a rural area of Lyon County near the company’s existing Lang substation, which is about six miles northeast of Emporia, off of County Rd. 200. A peaking power plant is intended to operate during Westar Energy’s highest customer demand conditions, primarily on hot summer days. It is also intended to help the company meet system growth demands. The new plant will have an initial generating capacity of up to 300 megawatts (MW), with additional capacity to be added in phases, bringing the total capacity to 600 MW. The total investment in the plant will be about \$330 million.

Enterprises received a design from George Butler & Associates (GBA) for the landscape screen on the Bush/Wilch tracts. It includes a berm screen all along Logan Avenue and it continues north a bit on Weaver Street and along the east edge of the Wilch tract. Board members didn’t think it would be necessary to have the screen on Weaver Street or on the east edge of the Wilch tract. Their design planned for a building to be placed on the north end of the lot. This plan will cost hundred of thousands of dollars to complete. Board members asked to see what GBA could come up with that would cost \$30,000.

Bids were received from Shown Brothers and Coffman Construction to do the demolition of the house and trees on the Bush tract. Coffman had the lower bid of \$6,750. Board members agreed to go with Coffman Construction on the demolition of the house.

Six bids went out for the Bush/Wilch tract landscape project and only one was returned, Coffman Construction. There was a letter included with the bid that stated if a few things were done differently it would save a considerable amount of money. There was a soil inoculant that the engineer included in the project that would cost or save \$13,300; the landscaper didn’t think it was necessary. They also mentioned if a 2” tree was planted instead of a 3” tree it would save money and they would have a better survival rate. The bid also stated if a different type of maple tree was used it would cost less. The bid from Coffman was high on the landscaping portion of the project compared to the engineer’s estimate, but the dirt work was close to the estimate. Board members decided to try to get more bids on the landscaping portion of the project.

Emporia Enterprises is planning to go to the City Commission to ask for an additional \$100,000 for additional expenses. This amount is to cover the clean up of Industrial Park III and some of the expenses associated with the landscaping project in East Industrial Park III.

2007

A Neighborhood meeting was held for rezoning of the Bush landscape plan. An environmental assessment was done on the (Woods) REG tract with no findings. The Bush tract landscaping has been planted. The Woods tract was transferred to the City of Emporia to be included in REG's incentive compliance agreement.

Renewable Energy Group, Inc of Ralston, Iowa has chosen Emporia for their next Bio-diesel production facility. This \$65 million project will created many jobs during the 14 month construction period and long-term will created at least 30 full time jobs with an estimated annual payroll in excess of \$1,350,000.

A purchase contract was drafted to purchase the Woods 40 acre tract in East Industrial Park III. A purchase agreement was reached on the Woodworth property (north of REG tract). REG had their groundbreaking ceremony.

Hill's Pet Nutrition, a global leader in pet nutrition, announced they have selected Emporia, Kansas as the location of their new pet food manufacturing facility. Upon completion this will be Hill's largest dry manufacturing operation. Hill's initial investment in this facility will be of \$100 million and this expansion will create initially, 100 new jobs in Emporia.

The first payment was made to Jim & Sharon Woods to purchase their 40 acre tract in East Industrial Park III where the Hill's plant will be located. The Woodworth tract purchase agreement also goes into effect. Three rezoning applications were filed; on the east 90' of NIM from Light Industrial to Heavy Industrial, the REG north triangle from Light Industrial to Heavy Industrial and the Hill's south tract to be rezoned from Heavy Industrial to Light Industrial. The Bush tract was put under the same covenants as Industrial Park III.

Emporia Enterprises 5.5 acre tract in Industrial Park II was voted to be transferred to Emporia Pet Products as part of their performance based incentive package for a warehouse expansion project.

Emporia Food & Storage put a \$1,000 escrow payment on the west 4 acres of lot 4 in Industrial Park III southwest of Camoplast Rockland Ltd.

The closing on Jim & Sharon Woods tract was finalized. The closing on the Scott & Kelli Woodworth tract was also finalized.

The covenants that went into affect in August 2007 on the Bush tract were terminated at the request of Hill's Pet Nutrition. Hill's preferred to have their property monitored by the City of Emporia instead of the Industrial Park III Board of Review.

2008

January 25th Tyson announced they will cease the slaughter operation at their plant in Emporia. There will be 1,500 jobs eliminated at the Emporia facility, they will keep 900 jobs here and make the Emporia plant a cold storage warehouse facility and will also process ground beef and certain commodity and specialty cuts. The changes will go into affect March 25th of 2008. On February 6th Tyson announced another 500-600 jobs would be eliminated from the Emporia plant.

An agreement was signed with Emporia Food & Storage to purchase a four acre lot in Industrial Park III lot 4 for \$55,000. They signed a contract with a local contractor to build but haven't gotten their financing yet.

East Industrial Park III currently has a lengthy metes and bounds legal description and the parks tenants have asked to have the park platted with concise legal descriptions. GeoTech is working on the platting. Board members voted to clean up the lots available in Industrial Park III. They will hire someone to cut down the trees and brush.

2009

In January board members agreed to pay \$150,000 on the Lyon County State Bank line of credit, Emporia Enterprises owes approximately \$172,000 on the line of credit before the \$150,000 payment.

Bids were taken in April for the clean-up of Industrial Park III. Bruce Davis had the low bid of \$8,800. The bid from Bruce Davis was accepted.

Emporia Enterprises signed a purchase agreement for \$80,000 to purchase property next to the BNSF railroad west of Prairie Street. Emporia Enterprises has the first right of refusal for \$1,000. The property sold to someone else.

Emporia Enterprises purchased a property located at 1622 E. South Avenue for \$25,000. The property is north of Park III.

In December the farm lease between Emporia Enterprises and Bob Carter was terminated. John Waechter will be leasing the land for 2010.

2010

In January John Waechter was given the farm lease on Park III. Board members discussed the issue of Enterprises being out of rail access land and began looking at options.

The Board of Directors decided to negotiate for first-right-of-refusal on O'Brien tract, negotiations have been ongoing for the year. Park IV plans for a final plat are on hold while negotiating with O'Brien's.

A budget request \$110,000 for Emporia Enterprises was submitted to the city and accepted. The LCSB declining line of credit was paid in full, may need to be renewed if any purchases are made. The fence and tree lines have been cleared in Park III, will be burned in the future.

In July negotiations began with Woodworth on swapping land Enterprises now owns for property he purchased to move his building to. Woodworth would pay \$18,500 and not have to move his building. In October the latest contract with Woodworth was reviewed and accepted. The Woodworth land swap closed November 15th.

The O'Brien's agreed to have their land appraised, Enterprises picks one appraiser, they pick an appraiser and the third appraiser will be mutually agreed upon to determine a fair market value. The report was completed and negotiations continue.

City of Emporia is working on sanitary sewer getting to Park IV.

2011

Board members decided to make a bid for \$567,000 on the O'Brien property and a purchase agreement for the Lorson property was settled on for \$21,500 in March. Steve Coffman demolished the buildings on the Lorson property and took out the trees

Emporia Enterprises requested \$65,000 for the 2012 budget.

An offer of \$567,000 was made on behalf of Emporia Enterprises for the 111-acre O'Brien tract, they counter offered with 86 acres at \$1.6 million.

Emporia Enterprises asked KDOT for four entrances off Highway 50 between Road F and Road G to serve Park IV. KDOT approved Fanestil's one access point off Highway 50 and Emporia Enterprises two accesses points off Highway 50 at Park IV. The board discussed platting Park IV to locate access points off Highway 50 to submit to KDOT for final approval and decided to proceed on getting bids to plat Park IV.

Board members decided to get an estimate for an appraisal on Park IV to renew the line of credit that expires soon.

Emporia Enterprises accepted the bid from B&G Consultants for \$4,500 to design a preliminary layout for Park IV. Board members authorized BG Consultants to do a survey on the gas line in Industrial Park IV at a cost of up to \$1,000. Ray Toso appraised Park IV at \$677,000, so the line of credit could be raised up to \$500,000.

Board members decided to ask for a \$500,000 line of credit and see what terms we can get from Lyon County State Bank, Marion National Bank and CoreFirst Bank. There were two bids received on the Line of Credit for Emporia Enterprises the same rate was offered by both, but staying with LCSB would be cheaper since we already had a line of credit with them, board members decided to stay with LCSB.

2012

Emporia Enterprises Board of Directors formalized the easement in Park IV for the gas line in January.

In February Board members asked for bids on a conceptual preliminary plat on Park IV. BG Consultants got the bid for \$600. Emporia Enterprises requested \$65,000.00 for the 2013 budget.

A Neighborhood Meeting was held on May 17th for the neighbors of Park IV on the platting of the park. None of them were against the platting of Park IV but they had other concerns, sewer location, property values and water detention. A traffic study needs to be done on U.S. Highway 50 and the entrances from Highway 50 need to be determined. KDOT was contacted to fund the traffic study, they agreed and said summer of 2013 it would be conducted.

Emporia Enterprises purchased a property at 104 Grand Blvd. for \$17,000. The building on the property was demolished and the water meter was removed, it is located north of Camoplast.

2013

Emporia Enterprises Board of Directors paid \$5,000 for a purchase option on the Price tract, a 318-acre tract in northeast Lyon County at the intersection of Road S and Road 220. The agreement is for up to two years March 1, 2013 expiring on December 31, 2013, if not cancelled by either party it will automatically renew until December 31, 2014. Another payment of \$5,000 will be paid on or before December 31, 2013 if renewed.

KDOT agreed to conduct a traffic study on Highway 50 for Park IV with the local match of \$8,000 from Emporia Enterprises. KDOT is planning on doing the corridor study in the summer of 2014.

Simmons Pet Nutrition (formerly Menu Foods Midwest) is planning an expansion and Heermann plans to apply for a KDOT matching grant to pave Warren Way. Park IV needs sewer and water, the City of Emporia plans to complete these infrastructure improvements.

REG has asked for an extension on their Incentive Compliance Agreement until 12/31/2018. They have kept current on their financial obligations to the City of Emporia, an extension of their ICA is planned.

Hostess has received a \$410 million bid for the snack cake business and five cake plants, including the Emporia plant. If there are no appeals the land will transfer on April 15, 2013.

The Emporia Enterprises budget request is \$65,000 from the City of Emporia for the 2014 budget.

Emporia Enterprises Board of Directors agreed to renew the contract on the Price tract for \$5,000.

The construction of water/sewer along Highway 50 for Park IV is planned to begin in January or February 2014.

Emporia Enterprises owns 5.8 acres west of Cargill's property and they are interested in purchasing it. Board members agreed to offer to sell Cargill the 5.8 acres in Park II for \$10,000/acre or \$58,000.

Heermann spoke with Kathy Adams, realtor for 94 acres of the O'Brien property. They are asking 3 or 4 times higher than the market rate. Board members agreed this price is too high.

The City of Emporia received a \$500,000 grant from KDOT to pave Warren Way in Park III, the city will provide a matching grant from the Industrial Sales Tax Fund for the project. The grant application was drafted by RDA staff.

2014

Emporia Enterprises looked at options for future development of the Price tract with road improvements. The Assistant Lyon County Engineer decided that the best option is to pave Road S from Old Highway 50 to Road 200 if it is developed. In April Barnes, Heermann and McKenna met with Lyon County representatives to discuss sharing expenses of developing the Price tract. They agreed to help with infrastructure improvements. Terracon was granted the Phase 1 Environmental Assessment and Wetlands Delineation bid on the Price tract. GeoTech was granted the Boundary Survey and Topography Map bid on the Price tract. Lyon County did not approve the zoning change on the Price tract. The purchase option ends at the end of 2014. Emporia Enterprises representatives are working to extend the purchase option.

A storm water detention easement was granted to the City of Emporia in Park III in preparation of the construction of Warren Way.

Board members approved a purchase option on the Lapping tract west of Detroit Diesel with the plan of building an 80,000 sq. ft. warehouse for Detroit Diesel. A private investor has agreed to build the warehouse and lease it to Detroit Diesel. If Detroit Diesel purchases the warehouse and keeps employment levels at the agreed upon levels the land will be given as an incentive. The Detroit Diesel warehouse project was approved by the city and construction has started.

A budget request from the City of Emporia for \$115,000 for the Emporia Enterprises 2015 budget was approved by Emporia Enterprises Board members. The budget request was then amended to \$95,000 and approved by the City of Emporia.

Emporia Enterprises Board members Brosemer, Euler and Williams were appointed to the Park III Covenants Review Board. Park III Board of Review met and approved plans from Simmons Pet Food on building additions and improvements.

Board members amended the Emporia Enterprises By-laws. There are 11 voting members on Emporia Enterprises Board of Directors; 1 city representative, 1 county representative and 9 chamber representatives. This has been amended to 11 total voting members, 2 city representatives, 2 county representatives and 7 chamber representatives.

2015

Board members are working on development of a marketing brochure and interactive website to explain the mission and history of Emporia Enterprises to the public, a small group of board members are working on this. The purpose is to support the community's expansion, retention and recruitment with land acquisition for industrial and manufacturing property.

Board members approved the annual review of the Code of Ethics policy and having each board member annually signing a statement that they have read and understand the policy.

Emporia Enterprises paid \$500 for a \$160,000 purchase-option on the Fowler-Frey tract located at South Avenue and Prairie Street, the site has rail access.

Hostess Brands had a ribbon cutting to celebrate their second Autobake line at the Emporia facility.

The KDOT Study of the Highway 50 corridor was submitted to the Emporia City Commission for approval.

Valu-Net requested help funding a project to install conduit from the intersection of 18th Avenue & Graphic Arts Road to the northwest corner of Highway 50 & Americus Road. Board members suggested Valu-Net ask the city for funding from the Industrial Development Sales Tax Fund.

Emporia Enterprises tried to negotiate a new purchase option on the Price tract. The price has gone up on the property and a new purchase option has not been agreed upon.

Lot 4 in Park III was transferred to the City of Emporia for Project Cape (H.J. Baker & Bros.).

Kent Heermann, RDA President and Steve Brosemer, Emporia Enterprises Chair met with John Rider from Burlington Northern Santa Fe looking for potential rail sites in Lyon County. Rider's first choice was the Price tract, Fowler-Frey was another site identified. Emporia Enterprises has a purchase option on the Fowler-Frey tract until March 31, 2016. The purchase option on the Price Tract has expired.

2016

Marketing Committee purchased software, hired a reporter to do stories for rural community support, and purchased a domain name for up to \$1,000.

The Fowler-Frey purchase-option expired March 31, 2016. Heermann is negotiating with them through a realtor, to extend the purchase option on this property for two to three more years. He is also asking to change it to a right-of-first-refusal. There is a 15-foot right-of-way that cuts through northwest corner of the property, it needs to be vacated by BNSF. Until this is done, Emporia Enterprises will not enter into an option. Fowler-Frey are looking at renewing the option for the original amount of \$160,000. Emporia Enterprises will pay \$1,000 per year for the option for three years, if the property is purchased within those three years, the \$1,000 will be taken off of the purchase price.

The Warren Way paving of the street was completed. A sidewalk on the east and south side of Warren Way is part of the paving project that will be completed in the future.

Received a bid from Taggart & Associates for \$5,000 to appraise the O'Brien/Smoots property (adjacent to Park IV). Dan Smoots is asking \$2 million for 94-acres of property east of Park IV with restrictions on what can be located on the property after the sale. Emporia Enterprises is interested in the property but not at that price, or with the restrictions he is requesting.

Brosemer presented the preliminary plans for the widening of U.S. Highway 50 in front of Park IV from KDOT. They put an entrance to Park IV off U.S. Highway 50 with restricted access, Emporia Enterprises informed KDOT that industrial development is planned for Park IV, and will need to plan for interior roads. KDOT will be changing their widening plan for Highway 50.

Emporia Enterprises will keep the budget request at \$25,000 for operating expenses and \$175,000 in a restricted fund for land acquisition, for 2017.

Cargill is interested in the vacant 5-acre site in Park II for a warehouse project. Cargill plans to have a developer build a warehouse and lease it to them. The developer would be responsible for purchasing the property. Emporia Enterprises will offer the property for sale at \$60,000 and ask for an 80' ingress/egress easement and a 2-year time period to develop a warehouse on the property. Cargill is asking for ownership of the property in Park II to be transferred to the developer. If Cargill purchases the property, they are asking for the \$60,000 purchase price to be forgiven. If they do not purchase the warehouse, the developer will pay Emporia Enterprises \$60,000 at the end of the ten-year lease.

The Miley tract, located on the south side of U.S. Highway 50 at the corner of Road G and U.S. Highway 50, is 140 acre tract with a large storage type building on the property. Approximately one-third of the tract is in the flood plain, at the south end. Heermann will check on development costs for this tract. Emporia Enterprises offered \$5,000/acre on the Miley tract subject to financing, negotiations are ongoing.

The letter of credit at Lyon County State Bank was approved for one year. If more credit is needed Emporia Enterprises can extend the line of credit.

Three board member's terms will expire at the end of 2016, Bill Barnes, Jose Feliciano and Judy Schade. Barnes is not eligible for reappointment and is also the Emporia Enterprises representative on the RDA Board of Directors. Feliciano and Schade are eligible for reappointment. Board members appointed Rick Tidwell as the Emporia Enterprises representative to the RDA Board of Directors for two years beginning January 1, 2017.

2017

Lot 4 in Park III, the H.J. Baker property, was transferred to the City of Emporia.

Emporia Enterprises accepted an offer to purchase a right-of-way from the Kansas Department of Transportation along Highway 50 at Park IV.

The City of Emporia and Lyon County hired a firm, Urban Collaborative, to come up with a joint Comprehensive Plan. Emporia Enterprises met with representatives from Urban Collaborative to give their thoughts.

Emporia Enterprises signed a five-year contract with Simmons Pet Food on a right-of-first-refusal for Lots 2, 5, 6 & 13, in Industrial Park III.

Emporia Enterprises offered Fowler-Frey \$10,000 an acre, or his asking price with a renewable purchase option.

Emporia Enterprises signed an agreement with the Evans family for a purchase price (\$3,900 x 307.58) \$1,199,152.00, with a two-year purchase option of \$9,000 non-refundable, taxes, and crops will be pro-rated, Title Insurance will be split, closing date on or before 90 days after written notice to sellers, Evans will consider extending the purchase option, but will want to revisit the selling price, for a 308-acre property located at 1600 Road 210.

Emporia Enterprises granted Simmons Pet Food a lot line adjustment for emergency vehicle access to their building for \$1.

Emporia Enterprises approved the Price Tract purchase option for three years beginning August 1, 2017 for \$1,942,911. Or \$6,100/acre. Annual purchase option is \$10,000 annually.

Simmons started the dirt work for an expansion project. Lot 4 in Park III needs excess soil for development. Simmons had an extra 15,000 cubic yards. Emporia Enterprises purchased the excess soil in Park III, Lot 4 for \$5,000 from Bruce Davis.

In November, APAC has asked to purchase 3,000 cubic yards of the excess soil. They have offered to pay \$4/cubic yard. Evergreen Design Build has requested to purchase the remainder of the soil for \$4/cubic yard.

Simmons Pet Food announced a \$38 million expansion in Emporia for a new 200,000 sq. ft. flexible packaging facility, with the addition of 100 jobs. They plan to build it north of their west building on lots 5, 6, and 13, which is on 45 acres in Park III. They have asked for the property as part of their Incentive Compliance Agreement. Emporia Enterprises would deed the property to the City of Emporia, and the city will give the property to Simmons Pet Food if they comply with thresholds set in the Incentive Compliance Agreement.

Simmons would like to do some geotechnical engineering. They asked for a consent for access to property from Emporia Enterprises on Lots 5, 6, and 13 in Park III. Simmons signed an agreement that requires proof of liability insurance.

2018

Park III the north 682' of Lots 5 & 6, and Lot 13 (45 acres) were transferred to Simmons Pet Food for their expansion.

Emporia Enterprises transferred a 200 x 200' section of land to the City of Emporia in Park III, Lot 1 with a "no build" easement. The City of Emporia plans to construct a water tower on the property.

A grant request was submitted to the Kansas Department of Transportation for construction costs of paving roads around Park IV.

A "Lots Available" sign was installed in Park IV.

Emporia Enterprises requested funding of \$35,000 for the 2019 budget.

Emporia Enterprises extended the purchase option for another year on the Price Tract, a 318-acre tract of land northeast of Emporia in Lyon County.

Casey Wilson is filming a video of Park III with his drone, to put on the RDA website for marketing.

A 5.85-acre tract in Park II was transferred to Cargill for their new warehouse.

Emporia Enterprises President Steve Brosemer signed a temporary construction easement for the new water tower project in Park III.

Emporia Enterprises Board members toured Park IV and discussed having some trees and brush cleared out.

The line-of-credit at Lyon County State Bank was renewed for another year.

2019

Emporia Enterprises requested \$40,000 for the 2020 budget and \$175,000 for land acquisition from the City of Emporia.

RWD#2 was asked to relocate some waterlines in the Highway 50 widening project, they came to a resolution of trading some things around with The City of Emporia for an economical solution to the waterline dilemma around the Park IV area.

KDOT purchased a right-of-way from Emporia Enterprises for the Highway 50 widening project, they paid \$8,825 for it.

Emporia Enterprises let the Price Tract purchase option expire. The Price family is interested in getting the program listed as a BNSF Certified Site. The Price family attempted to rezone their property from Agriculture to Heavy Industrial, it was not granted.

2020

The City of Emporia budget allocation to Emporia Enterprises was \$25,000 then earmarked \$200,000 for land acquisition in the city industrial land fund.

Emporia Enterprises granted Simmons Pet Food a 1st right of refusal agreement on Lot 2 in Park III which expires on May 21, 2022. Discussion about renewal with Simmons began.

Emporia Enterprises purchased the Field's property located at 1501 East Logan Avenue, which is south across the street from Park III, for \$210,000.

Soil borings were completed in Park IV by Kaw Valley Engineering. Evergy provided a grant for the soil borings.

Emporia Enterprises purchased the 20,000 sq. ft. Dynamic Distribution warehouse at 3601 W. 6th Avenue for \$650,000. Dynamic Distribution is purchasing the 80,000 sq. ft. Detroit Reman warehouse located at 841 Overlander in Park II. Lot 2 in Park IV was pledged as collateral on the line of credit at Lyon County State Bank to purchase the Dynamic Distribution warehouse building.

2021

Sent a letter of support for Ignite Emporia on the housing issue, to the Emporia City Commission.

Purchased the Smoots property (1501 E. Logan Avenue) for \$1 million. Applied to the City of Emporia to annex the Smoots property 1503 East Logan Avenue, a strip of land on the Fields property 1501 E. Logan Avenue, and the Dynamic Distribution Warehouse 3601 W. 6th Avenue.

Application to rezone 1501 & 1503 E. Logan Avenue property to Light Industrial was filed. Planning Commission denies. City Commission refers back to Planning Commission, which denies the zoning change for second time. City Commission approves zoning to Light Industrial on November 17, 2021.

Had an auction and sold the Smoots house, and two outbuildings for \$43,700. They were moved off the property at 1503 E. Logan Avenue. Coffman Construction has contract to remove building slabs and house foundation to be completed by 1st quarter of 2022.

Kansas Department of Health & Environment did a Level 1 Environmental Assessment on Park III, Lots 1, 2, and 4.

Sold Dynamic Distribution warehouse at 3601 W. 6th Avenue for \$575,000.

The REG property in East Park III was demolished, everything on the property was clear off except a utility shed. Real estate transferred back to Emporia Enterprises on December 16, 2021.

Renewed the First Right of Refusal to Simmons Pet Food on Park III, Lot 2 until May 21, 2027.

1501 E. Logan Avenue property tasks completed:

- Terracon conducted a Phase 1 Environmental Assessment with no significant findings.
- House was leased from November 2020 to October 31, 2021.
- House at 1501 E Logan Avenue and REG utility building will be sold by virtual auction in first quarter 2022.

2022

A Virtual Auction was held, selling the Field's house and the REG utility building for \$83,518.

Coffman Construction cleaned up the Smoots property.

Sewer work on Road 180 began for Park IV.

An easement was granted north of the REG property for moving electrical transmission lines.

Simmons Pet Food was granted Lot 2 in Park III.

A private party is interested in putting a warehouse on Lot 4 in Park III. Simmons Pet Food and Michelin are both interested in leasing space from them.

Emporia Enterprises developed a Diversity Policy.

2023

Norfolk Iron & Metal agreed to purchase the REG property for \$877,500.

Emporia Enterprises applied to annex Industrial Park IV into the city.

A historic survey was completed on South Park III with no findings in the survey.

An easement was granted to the city for a water extension on the REG property.

Replatting South Park III into one parcel.

Decided to sign an agreement with landowners to market their land instead of purchasing property.

Park III South we removed one remaining building, installed No Trespassing signs, installed snow fence around the open foundation hole, and removed cedar trees.

W. Frank Barton School of Business

Center for Economic Development and Business Research

RDAECK Historical Impact

February 2024



WICHITA STATE
UNIVERSITY

1845 Fairmount St.
Wichita KS 67260-0121
316-978-3225
www.CEDBR.org
cedbr@wichita.edu

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Executive summary

This report evaluates the economic contributions of the Regional Development Association of East Central Kansas (RDAECK) from 1995 to the present day. The Regional Development Association of East Central Kansas is an agency that "proactively promotes the economic growth of the East Central Kansas region through commercial and industry recruitment, expansion, and training enhancements."

Employing the IMPLAN input/output model, this analysis comprehensively examines the RDAECK's projects and their multifaceted impacts on the local economy, providing regional and state leadership insight into the value the organization has provided to the City of Emporia and the surrounding communities.

The methodology entailed an in-depth analysis of the direct, indirect, and induced effects stemming from the RDAECK's initiatives, using primary metrics such as employment, output, wages, and tax revenues. The analysis is structured to isolate the economic footprint of the RDAECK across distinct periods, enabling a focused evaluation of its contributions within each specific timeframe.

The report breaks out the impact of activity by firm operation and construction, and those values should not be added together. The reason is that a new or existing firm adding production and employment is expected to maintain that level for the foreseeable future, outlined when the firm receives incentives and applies to the Board of Tax Appeals. Thus, the net new employment and investment have an ongoing economic value. Construction, on the other hand, is temporary in nature. The construction materials are spent and the labor is engaged only during a defined period. Thus, adding those values to the firm impact wouldn't provide an accurate view of the ongoing impact in the future.

RDAECK has worked with local and new firms, fostering community growth and development. Those services include business development, workforce development programs, export assistance, infrastructure development, regulatory assistance, community awareness, networking, market research, and financial incentives. This study focused on how financial incentives and firm interaction impact the economy; however, all other related activities were essential to developing an environment for them to thrive and want to invest.

Impact Highlight

Direct Firm Investment – The investment by a company, which includes capital expenditures on physical assets such as buildings, machinery, and technology, not only signifies a commitment to the community's economic future but also acts as a cornerstone for regional development.

Over the span of nearly three decades, the RDAECK has made a monumental direct impact on the local economy, as reflected in the data spanning from 1995 to 2023. Those efforts supported companies like Dolly Madison, VEKTEK, and Hill's Pet Nutrition. The RDAECK's efforts have resulted in a substantial increase in employment, with a total of 2,755 jobs being added. The initiatives have yielded an impressive \$1.96 billion in output. The wages associated with this employment surge amount to over \$258 million, indicating a significant improvement in the livelihoods of the community members. The total tax generation from these activities has also been noteworthy, contributing to the state, county, and sub-county revenues. This robust fiscal contribution highlights the role of the RDAECK as a key driver of economic prosperity, facilitating business growth and job creation and providing a stable revenue source for government entities at various levels, allowing for reinvestment in community development and public services.

Indirect Impact - The influx of direct investment catalyzes further economic activity, inducing additional spending in the local economy through the increased demand for goods and services. Moreover, direct investment by firms often attracts supplementary investments and encourages entrepreneurship, thereby fostering a competitive business environment that drives innovation and growth. The indirect impact should be considered part of the supply chain for the direct firm investment. Although the investment would not be exclusively small firms, it will typically support more than large firms.

The indirect impact of the RDAECK's economic development activities has been significant, mainly reflected in the growth of smaller supplier firms that support the primary businesses. From 1995 to 2023, these secondary effects have generated employment for 1,918 individuals, a substantial indicator of job creation within the supply chain industries. With nearly \$465 million in output, these supplier firms have contributed meaningfully to the economy's complexity and resilience. The wages resulting from this indirect impact amount to over \$141 million, which underpins the community's broader economic stability and household income levels. These secondary firms are not just beneficiaries of economic growth but are essential components of the local economic fabric, feeding back into the cycle of prosperity through their diverse contributions to the economy and public finances.

Induced Impact - The interplay between direct and indirect impacts of firm investment creates a powerful engine for generating induced value, particularly through household spending from net new workers. Direct impacts, such as job creation and capital investments, lay the foundation by providing immediate economic benefits, including new employment opportunities and increased demand for local services and materials like restaurants and doctors.

From 1995 to 2023, this induced effect has been substantial, generating 1,146 jobs and resulting in over \$201 million in output. The added household income from these jobs, amounting to approximately \$94.76 million in wages, has flowed into the local economy, particularly enhancing the retail, food service, and personal care sectors. Tax revenues have also seen a significant boost. This surge in consumer spending underscores the broader economic health improvements attributable to RDAECK's initiatives, as the additional spending power of households creates a cascading effect, benefitting a wide array of service industries and contributing to the vitality and diversity of the local economic landscape.

Total Impact - The cumulative effect of direct investments, along with their subsequent indirect and induced impacts, encapsulates the total economic contribution to the local economy. This holistic approach reveals the extensive reach of firm investments, catalyzed by economic development initiatives, beyond initial financial outlays. The total impact embodies the synthesis of job creation, increased output, and enhanced household incomes, weaving a comprehensive narrative of economic revitalization and growth.

The total economic impact generated by the RDAECK from 1995 to 2023 is a testament to the transformative power of targeted economic development. Over these years, RDAECK's initiatives have created 5,819 jobs, with the total output reaching approximately \$2.63 billion. This significant output reflects the high volume of economic activity spurred by RDAECK, highlighting its role in facilitating expansive economic growth within the region. Moreover, the initiatives have led to the generation of nearly \$494.32 million in wages, substantially elevating the earnings of the local workforce and contributing to the prosperity of households and communities across the area.

Total Economic Impact*								
All Industries								
Years	Employment	Output	Wages	Total Taxes	Federal	State	County	Sub-County
1995-1999	856	\$350,419,177	\$74,128,473	\$25,949,961	\$14,659,889	\$6,961,974	\$1,545,995	\$2,782,104
2000-2004	551	\$138,830,472	\$45,987,198	\$12,947,243	\$8,379,598	\$2,893,000	\$599,153	\$1,075,492
2005-2009	518	\$272,366,269	\$42,374,746	\$14,273,622	\$8,751,457	\$3,513,387	\$718,016	\$1,290,763
2010-2014	1,327	\$544,724,064	\$113,113,764	\$46,933,934	\$24,125,896	\$13,739,710	\$3,237,478	\$5,830,850
2015-2019	687	\$376,677,104	\$57,974,580	\$20,160,153	\$12,307,763	\$5,031,132	\$1,008,287	\$1,812,971
2020-2023	1,879	\$942,802,644	\$160,745,289	\$53,852,039	\$33,539,655	\$13,020,804	\$2,606,677	\$4,684,903
Total	5,819	\$2,625,819,730	\$494,324,050					

Source: CEDBR, RDAECK (Output and Wages in current \$)

*Annualized per period

Construction - The construction phase initiated by firm investments contributes to the economic vitality of a region, serving as a critical component of the overall economic development strategy. Although this investment is temporary, the infrastructure itself becomes a regional asset and should not be overlooked, as it has helped sustain the industry over the twenty-eight-year horizon.

The sector has witnessed the creation of 11,834 jobs. It has generated a striking output of nearly \$1.87 billion, indicating the sector's dynamic expansion and critical role in the region's economic progress. This substantial investment in construction projects has laid the foundation for physical infrastructure growth and has also had a ripple effect across various other industries, further accelerating the region's overall economic development.

Fiscal Impact – All of the activities, from direct, indirect, and induced effects, impact the government by creating tax revenue through retail and home sales, among other effects. This study estimated those effects by federal, state, county, and sub-county regions.

The fiscal impact of the RDAECK on county-level tax revenue has exhibited notable fluctuations over the years, illustrating the changing economic landscape. Starting with an annual \$1.55 million in the late '90s, there was a dip to \$599,000 in the early 2000s, a slight rise to \$718,000 up to 2009, a leap to \$3.23 million between 2010-2014, then a decrease to just over \$1 million in the following five years. Most recently, from 2020 to 2023, there was a notable increase to approximately \$2.61 million, reflecting the ebb and flow of the economic impact of RDAECK's activities at the county level.

It is crucial to note that all financial figures in this report are presented in current dollars, meaning they have not been adjusted for inflation. This approach allows us to capture the nominal economic impact of the RDAECK's projects within the unique economic context of each period, offering a genuine snapshot of their contribution to the economic vitality of Emporia, Kansas.

Impact (1995-1999)

Project Data				
1995-1999				
Year	Projects	Construciton Expenses	FTE Employment	Wages
1995	DDR-C, Hopkins	\$609,418.00	81	\$1,739,410
1996	Dolly Madison, EVCO, Lenze	\$2,165,616.00	50	\$1,170,900
1997	Dolly Madison, Menu Foods Midwest(I)	\$24,061,000.00	161	\$5,287,730
1998	Birch Telecom	\$2,135,800.00	138	\$3,500,000
1999	CAT(Camoplast), 4 Mile Carriage & Machine, Kansa Corp	\$20,582,700.00	117	\$2,455,000
SUBTOTAL for 1995 - 1999		\$49,554,534.00	547	\$14,153,040

Source: CEDBR, RDAECK (Output and Wages in current \$)

Economic Impact			
1995-1999			
	Employment	Output	Wages
Direct	430	\$257,911,070	\$41,001,494
Indirect	262	\$63,505,291	\$19,508,510
Induced	165	\$29,002,817	\$13,618,469
Total	856	\$350,419,177	\$74,128,473

Source: CEDBR, RDAECK (Output and Wages in current \$)

Total Economic Impact			
1995-1999			
Industry	Employment	Output	Wages
Agriculture	35	\$4,557,725	\$867,171
Mining	0	\$114,950	\$5,039
Construction	2	\$556,967	\$172,812
Manufacturing	302	\$195,720,674	\$29,138,962
TIPU	200	\$90,551,751	\$17,946,515
Trade	60	\$13,807,007	\$5,366,377
Service	254	\$44,572,931	\$20,350,432
Government	3	\$537,171	\$281,165
Total	856	\$350,419,177	\$74,128,473

Source: CEDBR, RDAECK (Output and Wages in current \$)

Direct Effects			
1995-1999			
Industry	Employment	Output	Wages
Agriculture	0	\$0	\$0
Mining	0	\$0	\$0
Construction	0	\$0	\$0
Manufacturing	292	\$190,176,676	\$28,153,536
TIPU	138	\$67,734,394	\$12,847,958
Trade	0	\$0	\$0
Service	0	\$0	\$0
Government	0	\$0	\$0
Total	430	\$257,911,070	\$41,001,494

Source: CEDBR, RDAECK (Output and Wages in current \$)

Indirect Effects			
1995-1999			
Industry	Employment	Output	Wages
Agriculture	34	\$4,539,284	\$862,849
Mining	0	\$82,207	\$4,369
Construction	1	\$345,159	\$102,664
Manufacturing	10	\$5,347,949	\$942,227
TIPU	54	\$20,027,956	\$4,479,627
Trade	28	\$9,126,501	\$2,722,717
Service	132	\$23,727,935	\$10,213,091
Government	2	\$308,300	\$180,966
Total	262	\$63,505,291	\$19,508,510

Source: CEDBR, RDAECK (Output and Wages in current \$)

Induced Effects			
1995-1999			
Industry	Employment	Output	Wages
Agriculture	0	\$18,440	\$4,322
Mining	0	\$32,744	\$671
Construction	1	\$211,808	\$70,147
Manufacturing	0	\$196,049	\$43,200
TIPU	8	\$2,789,401	\$618,930
Trade	32	\$4,680,506	\$2,643,659
Service	122	\$20,844,996	\$10,137,341
Government	1	\$228,871	\$100,199
Total	165	\$29,002,817	\$13,618,469

Source: CEDBR, RDAECK (Output and Wages in current \$)

Impact (2000-2004)

Project Data				
2000-2004				
Year	Projects	Construcion Expenses	FTE Employment	Wages
2000	Menu Foods Midwest (II), DDR-C, Hopkins IBP, VEKTEK, Advance Mold and Tool	\$55,115,669	137	\$3,679,400
2001	Norfolk Iron and Metal, Four Mile Carriage & Machine	\$7,170,600	80	\$2,075,000
2002	Menu Foods Midwest (III)	\$14,000,000	70	\$1,750,000
2003		\$0	0	\$0
2004	Dolly Madison, Menu (IV), Camoplast	\$20,773,000	37	\$1,248,000
SUBTOTAL for 2000 to 2004		\$97,059,269	324	\$8,752,400

Source: CEDBR, RDAECK (Output and Wages in current \$)

Economic Impact			
2000-2004			
	Employment	Output	Wages
Direct	324	\$93,201,126	\$27,641,038
Indirect	118	\$26,460,151	\$9,315,390
Induced	109	\$19,169,195	\$9,030,769
Total	551	\$138,830,472	\$45,987,198

Source: CEDBR, RDAECK (Output and Wages in current \$)

Total Economic Impact				
2000-2004				
Industry	Employment	Output	Wages	
Agriculture	5	\$651,680	\$137,230	
Mining	0	\$45,230	\$1,303	
Construction	1	\$267,469	\$82,559	
Manufacturing	326	\$94,067,431	\$27,838,460	
TIPU	16	\$5,260,559	\$1,271,152	
Trade	44	\$10,005,905	\$3,938,276	
Service	156	\$28,217,834	\$12,546,435	
Government	2	\$314,365	\$171,783	
Total	551	\$138,830,472	\$45,987,198	

Source: CEDBR, RDAECK (Output and Wages in current \$)

Direct Effects			
2000-2004			
Industry	Employment	Output	Wages
Agriculture	0	\$0	\$0
Mining	0	\$0	\$0
Construction	0	\$0	\$0
Manufacturing	324	\$93,201,126	\$27,641,038
TIPU	0	\$0	\$0
Trade	0	\$0	\$0
Service	0	\$0	\$0
Government	0	\$0	\$0
Total	324	\$93,201,126	\$27,641,038

Source: CEDBR, RDAECK (Output and Wages in current \$)

Indirect Effects			
2000-2004			
Industry	Employment	Output	Wages
Agriculture	5	\$639,653	\$134,363
Mining	0	\$25,521	\$858
Construction	1	\$123,923	\$36,061
Manufacturing	2	\$737,380	\$168,761
TIPU	11	\$3,398,848	\$860,594
Trade	23	\$6,921,250	\$2,184,698
Service	75	\$14,452,609	\$5,824,744
Government	1	\$160,968	\$105,309
Total	118	\$26,460,151	\$9,315,390

Source: CEDBR, RDAECK (Output and Wages in current \$)

Induced Effects			
2000-2004			
Industry	Employment	Output	Wages
Agriculture	0	\$12,027	\$2,867
Mining	0	\$19,709	\$445
Construction	1	\$143,546	\$46,498
Manufacturing	0	\$128,925	\$28,660
TIPU	5	\$1,861,711	\$410,558
Trade	22	\$3,084,656	\$1,753,578
Service	81	\$13,765,225	\$6,721,691
Government	1	\$153,397	\$66,473
Total	109	\$19,169,195	\$9,030,769

Source: CEDBR, RDAECK (Output and Wages in current \$)

Impact (2005-2009)

Project Data				
2005-2009				
Year	Projects	Construcion Expenses	FTE Employment	Wages
2005	Camoplast, EVCO, Glendo	\$11,045,000	24	\$671,250
2006	Glendo, Fanestil, Westar, DDR-C, NIM	\$335,490,467	67	\$1,925,000
2007	REG, Hill's	\$165,000,000	130	\$5,740,000
2008				
2009	Hill's	\$100,000,000		
SUBTOTAL for 2005 to 2009		\$611,535,467	221	\$8,336,250

Source: CEDBR, RDAECK (Output and Wages in current \$)

Economic Impact			
2005-2009			
	Employment	Output	Wages
Direct	221	\$206,600,416	\$19,216,998
Indirect	198	\$48,381,315	\$14,995,230
Induced	99	\$17,384,538	\$8,162,518
Total	518	\$272,366,269	\$42,374,746

Source: CEDBR, RDAECK (Output and Wages in current \$)

Total Economic Impact			
2005-2009			
Industry	Employment	Output	Wages
Agriculture	27	\$3,549,890	\$674,807
Mining	0	\$92,809	\$4,485
Construction	2	\$370,218	\$114,399
Manufacturing	231	\$211,848,889	\$20,196,323
TIPU	36	\$10,103,993	\$2,799,330
Trade	64	\$17,522,255	\$5,906,888
Service	154	\$28,400,501	\$12,373,702
Government	3	\$477,716	\$304,812
Total	518	\$272,366,269	\$42,374,746

Source: CEDBR, RDAECK (Output and Wages in current \$)

Direct Effects			
2005-2009			
Industry	Employment	Output	Wages
Agriculture	0	\$0	\$0
Mining	0	\$0	\$0
Construction	0	\$0	\$0
Manufacturing	221	\$206,600,416	\$19,216,998
TIPU	0	\$0	\$0
Trade	0	\$0	\$0
Service	0	\$0	\$0
Government	0	\$0	\$0
Total	221	\$206,600,416	\$19,216,998

Source: CEDBR, RDAECK (Output and Wages in current \$)

Indirect Effects			
2005-2009			
Industry	Employment	Output	Wages
Agriculture	27	\$3,538,836	\$672,216
Mining	0	\$73,170	\$4,083
Construction	1	\$243,305	\$72,369
Manufacturing	10	\$5,130,912	\$953,422
TIPU	32	\$8,431,257	\$2,428,264
Trade	45	\$14,716,149	\$4,321,978
Service	81	\$15,907,232	\$6,298,164
Government	2	\$340,453	\$244,734
Total	198	\$48,381,315	\$14,995,230

Source: CEDBR, RDAECK (Output and Wages in current \$)

Induced Effects			
2005-2009			
Industry	Employment	Output	Wages
Agriculture	0	\$11,054	\$2,591
Mining	0	\$19,639	\$402
Construction	1	\$126,912	\$42,030
Manufacturing	0	\$117,561	\$25,903
TIPU	5	\$1,672,736	\$371,066
Trade	19	\$2,806,106	\$1,584,910
Service	73	\$12,493,268	\$6,075,538
Government	1	\$137,262	\$60,078
Total	99	\$17,384,538	\$8,162,518

Source: CEDBR, RDAECK (Output and Wages in current \$)

Impact (2010-2014)

Project Data				
2010-2014				
Year	Projects	Construcion Expenses	FTE Employment	Wages
2010			0	\$0
2011	VEKTEK	\$550,000	17	
2012				
2013	Simmons, Hostess Brands, Thermal Ceramics, CVS	\$103,890,000	442	\$13,000,000
2014	Simmons, Hostess, DDR, Birch, Fanestil	\$46,200,000	170	
SUBTOTAL for 2010 to 2014		\$150,640,000	629	\$13,000,000

Source: CEDBR, RDAECK (Output and Wages in current \$)

Economic Impact			
2010-2014			
	Employment	Output	Wages
Direct	629	\$389,727,061	\$57,741,994
Indirect	433	\$108,290,960	\$33,437,375
Induced	265	\$46,706,042	\$21,934,395
Total	1,327	\$544,724,064	\$113,113,764

Source: CEDBR, RDAECK (Output and Wages in current \$)

Total Economic Impact			
2010-2014			
Industry	Employment	Output	Wages
Agriculture	36	\$4,655,315	\$884,284
Mining	0	\$145,833	\$6,408
Construction	4	\$893,028	\$277,139
Manufacturing	199	\$178,969,541	\$17,755,924
TIPU	565	\$267,592,978	\$51,692,299
Trade	83	\$17,619,006	\$7,216,953
Service	437	\$74,022,924	\$34,853,533
Government	4	\$825,439	\$427,226
Total	1,327	\$544,724,064	\$113,113,764

Source: CEDBR, RDAECK (Output and Wages in current \$)

Direct Effects			
2010-2014			
Industry	Employment	Output	Wages
Agriculture	0	\$0	\$0
Mining	0	\$0	\$0
Construction	0	\$0	\$0
Manufacturing	187	\$172,780,670	\$16,591,288
TIPU	442	\$216,946,391	\$41,150,706
Trade	0	\$0	\$0
Service	0	\$0	\$0
Government	0	\$0	\$0
Total	629	\$389,727,061	\$57,741,994

Source: CEDBR, RDAECK (Output and Wages in current \$)

Indirect Effects			
2010-2014			
Industry	Employment	Output	Wages
Agriculture	35	\$4,625,620	\$877,328
Mining	0	\$93,179	\$5,328
Construction	2	\$551,630	\$164,066
Manufacturing	11	\$5,873,460	\$1,095,120
TIPU	110	\$46,159,298	\$9,545,346
Trade	31	\$10,085,173	\$2,961,383
Service	241	\$40,445,254	\$18,522,824
Government	3	\$457,345	\$265,980
Total	433	\$108,290,960	\$33,437,375

Source: CEDBR, RDAECK (Output and Wages in current \$)

Induced Effects			
2010-2014			
Industry	Employment	Output	Wages
Agriculture	0	\$29,694	\$6,956
Mining	0	\$52,653	\$1,080
Construction	2	\$341,399	\$113,073
Manufacturing	1	\$315,411	\$69,516
TIPU	13	\$4,487,288	\$996,247
Trade	52	\$7,533,833	\$4,255,570
Service	196	\$33,577,670	\$16,330,709
Government	2	\$368,093	\$161,246
Total	265	\$46,706,042	\$21,934,395

Source: CEDBR, RDAECK (Output and Wages in current \$)

Impact (2015-2019)

Project Data			
2015-2019			
Year	Projects	Construction Expenses	FTE Employment
2015	H.J. Baker		
2016			
2017	Simmons - VII	\$60,000,000	292
2018	Cargill	\$4,000,000	0
2019	Glendo	\$4,335,777	6
SUBTOTAL for 2015 to 2019		\$68,335,777	298

Source: CEDBR, RDAECK (Output and Wages in current \$)

Economic Impact			
2015-2019			
	Employment	Output	Wages
Direct	298	\$291,661,995	\$29,082,712
Indirect	0	\$61,744,451	\$17,965,649
Induced	132	\$23,270,657	\$10,926,219
Total	430	\$376,677,104	\$57,974,580

Source: CEDBR, RDAECK (Output and Wages in current \$)

Total Economic Impact			
2015-2019			
Industry	Employment	Output	Wages
Agriculture	0	\$7,957,603	\$1,509,961
Mining	0	\$140,370	\$6,786
Construction	1	\$515,161	\$158,966
Manufacturing	298	\$301,096,448	\$30,687,702
TIPU	6	\$14,034,145	\$3,653,292
Trade	26	\$16,924,669	\$6,112,970
Service	98	\$35,481,719	\$15,557,321
Government	1	\$526,988	\$287,583
Total	430	\$376,677,104	\$57,974,580

Source: CEDBR, RDAECK (Output and Wages in current \$)

Direct Effects			
2015-2019			
Industry	Employment	Output	Wages
Agriculture	0	\$0	\$0
Mining	0	\$0	\$0
Construction	0	\$0	\$0
Manufacturing	298	\$291,661,995	\$29,082,712
TIPU	0	\$0	\$0
Trade	0	\$0	\$0
Service	0	\$0	\$0
Government	0	\$0	\$0
Total	298	\$291,661,995	\$29,082,712

Source: CEDBR, RDAECK (Output and Wages in current \$)

Indirect Effects			
2015-2019			
Industry	Employment	Output	Wages
Agriculture	0	\$7,942,806	\$1,506,492
Mining	0	\$114,081	\$6,248
Construction	0	\$345,278	\$102,705
Manufacturing	0	\$9,277,087	\$1,570,317
TIPU	0	\$11,795,059	\$3,156,590
Trade	0	\$13,168,470	\$3,991,440
Service	0	\$18,758,417	\$7,424,694
Government	0	\$343,252	\$207,163
Total	0	\$61,744,451	\$17,965,649

Source: CEDBR, RDAECK (Output and Wages in current \$)

Induced Effects			
2015-2019			
Industry	Employment	Output	Wages
Agriculture	0	\$14,796	\$3,469
Mining	0	\$26,288	\$538
Construction	1	\$169,883	\$56,261
Manufacturing	0	\$157,365	\$34,673
TIPU	6	\$2,239,087	\$496,702
Trade	26	\$3,756,200	\$2,121,530
Service	98	\$16,723,302	\$8,132,627
Government	1	\$183,736	\$80,419
Total	132	\$23,270,657	\$10,926,219

Source: CEDBR, RDAECK (Output and Wages in current \$)

Impact (2020-2023)

Project Data				
2020-2023				
Year	Projects	Construciton Expenses	FTE Employment	Wages
2020	Simmons - relocation NJ	\$40,000,000	470	
2021	CAMSO, CS, LLC, Fanestil	\$13,482,500	176	
2022	Simmons - VIII	\$115,000,000	177	\$1,325,652
2023	Michelin - Overlander, NIM - REG	\$37,877,500	30	
2024				
SUBTOTAL for 2020 to 2024		\$206,360,000	853	

Source: CEDBR, RDAECK (Output and Wages in current \$)

Economic Impact			
2020-2023			
	Employment	Output	Wages
Direct	853	\$719,984,542	\$83,337,590
Indirect	650	\$156,598,994	\$46,317,232
Induced	376	\$66,219,108	\$31,090,467
Total	1,879	\$942,802,644	\$160,745,289

Source: CEDBR, RDAECK (Output and Wages in current \$)

Total Economic Impact				
2020-2023				
Industry	Employment	Output	Wages	
Agriculture	143	\$18,095,305	\$3,761,681	
Mining	1	\$357,070	\$15,708	
Construction	6	\$1,362,710	\$421,661	
Manufacturing	893	\$742,378,061	\$87,238,091	
TIPU	125	\$36,800,387	\$9,643,993	
Trade	187	\$47,603,513	\$17,014,285	
Service	518	\$94,779,626	\$41,885,767	
Government	8	\$1,425,970	\$764,102	
Total	1,879	\$942,802,644	\$160,745,289	

Source: CEDBR, RDAECK (Output and Wages in current \$)

Direct Effects			
2020-2023			
Industry	Employment	Output	Wages
Agriculture	0	\$0	\$0
Mining	0	\$0	\$0
Construction	0	\$0	\$0
Manufacturing	853	\$719,984,542	\$83,337,590
TIPU	0	\$0	\$0
Trade	0	\$0	\$0
Service	0	\$0	\$0
Government	0	\$0	\$0
Total	853	\$719,984,542	\$83,337,590

Source: CEDBR, RDAECK (Output and Wages in current \$)

Indirect Effects			
2020-2023			
Industry	Employment	Output	Wages
Agriculture	142	\$18,053,201	\$3,751,809
Mining	1	\$282,235	\$14,177
Construction	4	\$879,406	\$261,606
Manufacturing	39	\$21,945,602	\$3,801,816
TIPU	107	\$30,427,006	\$8,230,392
Trade	113	\$36,913,458	\$10,976,569
Service	240	\$47,195,142	\$18,745,647
Government	5	\$902,945	\$535,216
Total	650	\$156,598,994	\$46,317,232

Source: CEDBR, RDAECK (Output and Wages in current \$)

Induced Effects			
2020-2023			
Industry	Employment	Output	Wages
Agriculture	1	\$42,105	\$9,872
Mining	0	\$74,835	\$1,532
Construction	2	\$483,304	\$160,056
Manufacturing	1	\$447,916	\$98,685
TIPU	18	\$6,373,381	\$1,413,601
Trade	74	\$10,690,056	\$6,037,716
Service	278	\$47,584,485	\$23,140,120
Government	2	\$523,025	\$228,886
Total	376	\$66,219,108	\$31,090,467

Source: CEDBR, RDAECK (Output and Wages in current \$)

Construction Impact

Construction impacts differ from traditional operational impacts because the duration is shortened, proportional to the length of construction, while operational impacts take into account the ongoing concern. The most recent period of the analysis (2020-2023) had the highest volume of impact for employment, impact, and wages. In terms of tax collection, the Federal aggregate was the highest of any category for each of the direct, indirect, and induced impacts.

Total Economic Impact								
Construction								
Years	Employment	Output	Wages	Total Taxes	Federal	State	County	Sub-County
1995-1999	2,569	\$1,051,257,532	\$74,128,473	\$8,884,087	\$6,403,573	\$1,683,852	\$285,866	\$510,795
2000-2004	1,652	\$416,491,417	\$45,987,198	\$17,400,688	\$12,542,266	\$3,298,053	\$559,908	\$1,000,461
2005-2009	1,553	\$817,098,807	\$42,374,746	\$109,635,460	\$79,024,297	\$20,779,844	\$3,527,776	\$6,303,543
2010-2014	3,982	\$1,634,172,191	\$113,113,764	\$27,006,587	\$19,466,116	\$5,118,715	\$869,000	\$1,552,756
2015-2019	2,062	\$1,130,031,311	\$57,974,580	\$12,251,169	\$8,830,537	\$2,322,035	\$394,210	\$704,387
2020-2023	5,638	\$2,828,407,931	\$160,745,289	\$36,996,012	\$26,666,408	\$7,012,069	\$1,190,433	\$2,127,103
Total	17,457	\$7,877,459,189	\$494,324,050	\$212,174,001	\$152,933,197	\$40,214,568	\$6,827,192	\$12,199,044

Source: CEDBR, RDAECK (Output and Wages in current \$)

Fiscal Impact

The majority of fiscal impact benefits were allocated to the federal government, followed by the state. Meanwhile, the sub-county area had a higher capture than the Lyon County area. The period with the highest collection of taxes was from 2020-2023. It should be noted that these figures are nominal and have not been adjusted for inflation.

Total Fiscal Impact*					
All Industries					
Years	Total Taxes	Federal	State	County	Sub-County
1995-1999	\$25,949,961	\$14,659,889	\$6,961,974	\$1,545,995	\$2,782,104
2000-2004	\$12,947,243	\$8,379,598	\$2,893,000	\$599,153	\$1,075,492
2005-2009	\$14,273,622	\$8,751,457	\$3,513,387	\$718,016	\$1,290,763
2010-2014	\$46,933,934	\$24,125,896	\$13,739,710	\$3,237,478	\$5,830,850
2015-2019	\$20,160,153	\$12,307,763	\$5,031,132	\$1,008,287	\$1,812,971
2020-2023	\$53,852,039	\$33,539,655	\$13,020,804	\$2,606,677	\$4,684,903

Source: CEDBR, RDAECK (Output and Wages in current \$)

*Annualized per period

Appendix

It should be noted that the financial values represented by these impacts are nominal and have not been adjusted for inflation.

The impact model used to estimate the economic effects of the logistics industry on the regional and state economies was IMPLAN (Impact analysis for PLANning). IMPLAN is one of the most commonly used models for impacts similar to this project. Alternative models are less common in practice and tend to involve a higher level of customization. This model is advantageous because it is broadly available and uses straightforward methodologies. Others could replicate the study or even develop similar studies to provide reliability or comparability.

Terms and Definitions

- **Direct impact** – A direct effect measures an industry's initial change or value in terms of dollars, jobs, or wages.
- **Indirect impact** – An indirect effect measures the supply chain impact from an initial change or direct impact.
- **Induced impact** – An induced impact measures the household effect from increased demand from an initial change or direct effects.
- **Market area** – This study used the Lyon County area to capture the core impact of the economic activity.
- **Multiplier** – A multiplier captures the inter-industry effects from a change to a primary sector. A value greater than one indicates a positive impact on the economy for every dollar or job created.
- **Output impact** – An output effect measures the total value of a business's production and equals revenues.
- **Tax on production** – Production taxes include sales, property, motor vehicle licenses, severance, and other related taxes.
- **Total impact** – A total effect adds the direct, indirect, and induced effects to estimate the full impact on a regional economy.

Detailed Tables

1995-1999

Direct Effects			
1995-1999			
Aggregated Industries	Employment	Output	Wages
11 Ag, Forestry, Fish & Hunting	0	\$0	\$0
21 Mining	0	\$0	\$0
22 Utilities	0	\$0	\$0
23 Construction	0	\$0	\$0
31-33 Manufacturing	292	\$190,176,676	\$28,153,536
42 Wholesale Trade	0	\$0	\$0
44-45 Retail trade	0	\$0	\$0
48-49 Transportation & Warehousing	0	\$0	\$0
51 Information	138	\$67,734,394	\$12,847,958
52 Finance & insurance	0	\$0	\$0
53 Real estate & rental	0	\$0	\$0
54 Professional- scientific & tech svcs	0	\$0	\$0
55 Management of companies	0	\$0	\$0
56 Admin and Support and Waste Management	0	\$0	\$0
61 Educational Services	0	\$0	\$0
62 Health Care and Social Assistance	0	\$0	\$0
71 Arts, entertainment & recreation	0	\$0	\$0
72 Accommodation & food services	0	\$0	\$0
81 Other services (except Public Administration)	0	\$0	\$0
9A Government Enterprises	0	\$0	\$0
93 Non-NAICS	0	\$0	\$0
9B Administrative Government	0	\$0	\$0
Total	430	\$257,911,070	\$41,001,494

Source: CEDBR, RDAECK (Output and Wages in current \$)

Indirect Effects			
1995-1999			
Aggregated Industries	Employment	Output	Wages
11 Ag, Forestry, Fish & Hunting	34	\$4,539,284	\$862,849
21 Mining	0	\$82,207	\$4,369
22 Utilities	1	\$1,770,091	\$130,110
23 Construction	1	\$345,159	\$102,664
31-33 Manufacturing	10	\$5,347,949	\$942,227
42 Wholesale Trade	26	\$8,799,890	\$2,531,254
44-45 Retail trade	2	\$326,611	\$191,464
48-49 Transportation & Warehousing	27	\$5,630,142	\$2,029,468
51 Information	26	\$12,627,722	\$2,320,050
52 Finance & insurance	12	\$3,680,059	\$951,940
53 Real estate & rental	12	\$3,458,253	\$266,010
54 Professional- scientific & tech svcs	26	\$5,696,836	\$1,961,166
55 Management of companies	13	\$3,418,497	\$1,179,588
56 Admin and Support and Waste Management	51	\$5,513,243	\$4,522,376
61 Educational Services	0	\$14,717	\$12,603
62 Health Care and Social Assistance	0	\$515	\$430
71 Arts, entertainment & recreation	3	\$316,248	\$94,155
72 Accommodation & food services	6	\$543,242	\$586,923
81 Other services (except Public Administration)	8	\$1,086,325	\$637,899
9A Government Enterprises	2	\$308,300	\$180,966
93 Non-NAICS	0	\$0	\$0
9B Administrative Government	0	\$0	\$0
Total	262	\$63,505,291	\$19,508,510

Source: CEDBR, RDAECK (Output and Wages in current \$)

Induced Effects			
1995-1999			
Aggregated Industries	Employment	Output	Wages
11 Ag, Forestry, Fish & Hunting	0	\$18,440	\$4,322
21 Mining	0	\$32,744	\$671
22 Utilities	1	\$794,645	\$59,591
23 Construction	1	\$211,808	\$70,147
31-33 Manufacturing	0	\$196,049	\$43,200
42 Wholesale Trade	3	\$1,285,913	\$285,952
44-45 Retail trade	30	\$3,394,594	\$2,357,708
48-49 Transportation & Warehousing	5	\$709,021	\$394,320
51 Information	2	\$1,285,735	\$165,019
52 Finance & insurance	15	\$4,263,147	\$974,840
53 Real estate & rental	6	\$4,896,291	\$138,767
54 Professional- scientific & tech svcs	6	\$1,221,359	\$468,244
55 Management of companies	2	\$425,538	\$146,836
56 Admin and Support and Waste Management	8	\$904,170	\$720,356
61 Educational Services	2	\$145,089	\$153,923
62 Health Care and Social Assistance	40	\$5,050,883	\$3,856,673
71 Arts, entertainment & recreation	3	\$231,454	\$189,122
72 Accommodation & food services	22	\$1,981,587	\$2,069,331
81 Other services (except Public Administration)	17	\$1,725,479	\$1,419,249
9A Government Enterprises	1	\$228,871	\$100,199
93 Non-NAICS	0	\$0	\$0
9B Administrative Government	0	\$0	\$0
Total	165	\$29,002,817	\$13,618,469

Source: CEDBR, RDAECK (Output and Wages in current \$)

2000-2004

Direct Effects			
2000-2004			
Aggregated Industries	Employment	Output	Wages
11 Ag, Forestry, Fish & Hunting	0	\$0	\$0
21 Mining	0	\$0	\$0
22 Utilities	0	\$0	\$0
23 Construction	0	\$0	\$0
31-33 Manufacturing	324	\$93,201,126	\$27,641,038
42 Wholesale Trade	0	\$0	\$0
44-45 Retail trade	0	\$0	\$0
48-49 Transportation & Warehousing	0	\$0	\$0
51 Information	0	\$0	\$0
52 Finance & insurance	0	\$0	\$0
53 Real estate & rental	0	\$0	\$0
54 Professional- scientific & tech svcs	0	\$0	\$0
55 Management of companies	0	\$0	\$0
56 Admin and Support and Waste Management	0	\$0	\$0
61 Educational Services	0	\$0	\$0
62 Health Care and Social Assistance	0	\$0	\$0
71 Arts, entertainment & recreation	0	\$0	\$0
72 Accommodation & food services	0	\$0	\$0
81 Other services (except Public Administration)	0	\$0	\$0
9A Government Enterprises	0	\$0	\$0
93 Non-NAICS	0	\$0	\$0
9B Administrative Government	0	\$0	\$0
Total	324	\$93,201,126	\$27,641,038

Source: CEDBR, RDAECK (Output and Wages in current \$)

Indirect Effects			
2000-2004			
Aggregated Industries	Employment	Output	Wages
11 Ag, Forestry, Fish & Hunting	5	\$639,653	\$134,363
21 Mining	0	\$25,521	\$858
22 Utilities	1	\$752,607	\$54,440
23 Construction	1	\$123,923	\$36,061
31-33 Manufacturing	2	\$737,380	\$168,761
42 Wholesale Trade	18	\$6,182,322	\$1,767,141
44-45 Retail trade	5	\$738,927	\$417,557
48-49 Transportation & Warehousing	9	\$1,579,435	\$669,038
51 Information	2	\$1,066,806	\$137,116
52 Finance & insurance	8	\$1,854,711	\$514,249
53 Real estate & rental	5	\$1,396,943	\$99,452
54 Professional- scientific & tech svcs	26	\$4,974,874	\$1,940,652
55 Management of companies	15	\$3,846,469	\$1,330,345
56 Admin and Support and Waste Management	14	\$1,547,733	\$1,281,758
61 Educational Services	0	\$4,924	\$4,384
62 Health Care and Social Assistance	0	\$155	\$128
71 Arts, entertainment & recreation	1	\$58,171	\$33,182
72 Accommodation & food services	4	\$380,687	\$402,793
81 Other services (except Public Administration)	3	\$387,943	\$217,801
9A Government Enterprises	1	\$160,968	\$105,309
93 Non-NAICS	0	\$0	\$0
9B Administrative Government	0	\$0	\$0
Total	118	\$26,460,151	\$9,315,390

Source: CEDBR, RDAECK (Output and Wages in current \$)

Induced Effects			
2000-2004			
Aggregated Industries	Employment	Output	Wages
11 Ag, Forestry, Fish & Hunting	0	\$12,027	\$2,867
21 Mining	0	\$19,709	\$445
22 Utilities	0	\$532,020	\$39,553
23 Construction	1	\$143,546	\$46,498
31-33 Manufacturing	0	\$128,925	\$28,660
42 Wholesale Trade	2	\$850,407	\$189,712
44-45 Retail trade	20	\$2,234,249	\$1,563,866
48-49 Transportation & Warehousing	4	\$471,983	\$261,511
51 Information	1	\$857,708	\$109,494
52 Finance & insurance	10	\$2,692,421	\$646,376
53 Real estate & rental	4	\$3,249,108	\$92,114
54 Professional- scientific & tech svcs	4	\$814,298	\$310,495
55 Management of companies	1	\$281,527	\$97,369
56 Admin and Support and Waste Management	5	\$602,295	\$477,706
61 Educational Services	1	\$96,170	\$101,760
62 Health Care and Social Assistance	27	\$3,390,692	\$2,558,004
71 Arts, entertainment & recreation	2	\$154,313	\$125,285
72 Accommodation & food services	15	\$1,327,140	\$1,372,128
81 Other services (except Public Administration)	12	\$1,157,259	\$940,454
9A Government Enterprises	1	\$153,397	\$66,473
93 Non-NAICS	0	\$0	\$0
9B Administrative Government	0	\$0	\$0
Total	109	\$19,169,195	\$9,030,769

Source: CEDBR, RDAECK (Output and Wages in current \$)

2005-2009

Direct Effects			
2005-2009			
Aggregated Industries	Employment	Output	Wages
11 Ag, Forestry, Fish & Hunting	0	\$0	\$0
21 Mining	0	\$0	\$0
22 Utilities	0	\$0	\$0
23 Construction	0	\$0	\$0
31-33 Manufacturing	221	\$206,600,416	\$19,216,998
42 Wholesale Trade	0	\$0	\$0
44-45 Retail trade	0	\$0	\$0
48-49 Transportation & Warehousing	0	\$0	\$0
51 Information	0	\$0	\$0
52 Finance & insurance	0	\$0	\$0
53 Real estate & rental	0	\$0	\$0
54 Professional- scientific & tech svcs	0	\$0	\$0
55 Management of companies	0	\$0	\$0
56 Admin and Support and Waste Management	0	\$0	\$0
61 Educational Services	0	\$0	\$0
62 Health Care and Social Assistance	0	\$0	\$0
71 Arts, entertainment & recreation	0	\$0	\$0
72 Accommodation & food services	0	\$0	\$0
81 Other services (except Public Administration)	0	\$0	\$0
9A Government Enterprises	0	\$0	\$0
93 Non-NAICS	0	\$0	\$0
9B Administrative Government	0	\$0	\$0
Total	221	\$206,600,416	\$19,216,998

Source: CEDBR, RDAECK (Output and Wages in current \$)

Indirect Effects			
2005-2009			
Aggregated Industries	Employment	Output	Wages
11 Ag, Forestry, Fish & Hunting	27	\$3,538,836	\$672,216
21 Mining	0	\$73,170	\$4,083
22 Utilities	1	\$1,359,920	\$100,072
23 Construction	1	\$243,305	\$72,369
31-33 Manufacturing	10	\$5,130,912	\$953,422
42 Wholesale Trade	39	\$13,826,798	\$3,822,950
44-45 Retail trade	6	\$889,351	\$499,028
48-49 Transportation & Warehousing	29	\$5,760,268	\$2,154,070
51 Information	2	\$1,311,069	\$174,122
52 Finance & insurance	12	\$3,643,029	\$927,124
53 Real estate & rental	7	\$2,031,483	\$147,999
54 Professional- scientific & tech svcs	15	\$3,307,702	\$1,147,394
55 Management of companies	13	\$3,327,118	\$1,148,057
56 Admin and Support and Waste Management	22	\$2,311,966	\$1,959,723
61 Educational Services	0	\$8,666	\$7,889
62 Health Care and Social Assistance	0	\$239	\$200
71 Arts, entertainment & recreation	1	\$69,097	\$34,898
72 Accommodation & food services	5	\$434,277	\$464,521
81 Other services (except Public Administration)	6	\$773,654	\$460,359
9A Government Enterprises	2	\$340,453	\$244,734
93 Non-NAICS	0	\$0	\$0
9B Administrative Government	0	\$0	\$0
Total	198	\$48,381,315	\$14,995,230

Source: CEDBR, RDAECK (Output and Wages in current \$)

Induced Effects			
2005-2009			
Aggregated Industries	Employment	Output	Wages
11 Ag, Forestry, Fish & Hunting	0	\$11,054	\$2,591
21 Mining	0	\$19,639	\$402
22 Utilities	0	\$476,664	\$35,745
23 Construction	1	\$126,912	\$42,030
31-33 Manufacturing	0	\$117,561	\$25,903
42 Wholesale Trade	2	\$771,049	\$171,459
44-45 Retail trade	18	\$2,035,056	\$1,413,451
48-49 Transportation & Warehousing	3	\$424,952	\$236,364
51 Information	1	\$771,120	\$98,957
52 Finance & insurance	9	\$2,554,542	\$584,241
53 Real estate & rental	4	\$2,933,988	\$83,244
54 Professional- scientific & tech svcs	4	\$732,007	\$280,644
55 Management of companies	1	\$255,052	\$88,008
56 Admin and Support and Waste Management	5	\$541,964	\$431,774
61 Educational Services	1	\$86,779	\$92,022
62 Health Care and Social Assistance	24	\$3,028,530	\$2,311,989
71 Arts, entertainment & recreation	2	\$138,698	\$113,258
72 Accommodation & food services	13	\$1,187,714	\$1,240,221
81 Other services (except Public Administration)	10	\$1,033,995	\$850,136
9A Government Enterprises	1	\$137,262	\$60,078
93 Non-NAICS	0	\$0	\$0
9B Administrative Government	0	\$0	\$0
Total	99	\$17,384,538	\$8,162,518

Source: CEDBR, RDAECK (Output and Wages in current \$)

2010-2014

Direct Effects			
2010-2014			
Aggregated Industries	Employment	Output	Wages
11 Ag, Forestry, Fish & Hunting	0	\$0	\$0
21 Mining	0	\$0	\$0
22 Utilities	0	\$0	\$0
23 Construction	0	\$0	\$0
31-33 Manufacturing	187	\$172,780,670	\$16,591,288
42 Wholesale Trade	0	\$0	\$0
44-45 Retail trade	0	\$0	\$0
48-49 Transportation & Warehousing	0	\$0	\$0
51 Information	442	\$216,946,391	\$41,150,706
52 Finance & insurance	0	\$0	\$0
53 Real estate & rental	0	\$0	\$0
54 Professional- scientific & tech svcs	0	\$0	\$0
55 Management of companies	0	\$0	\$0
56 Admin and Support and Waste Management	0	\$0	\$0
61 Educational Services	0	\$0	\$0
62 Health Care and Social Assistance	0	\$0	\$0
71 Arts, entertainment & recreation	0	\$0	\$0
72 Accommodation & food services	0	\$0	\$0
81 Other services (except Public Administration)	0	\$0	\$0
9A Government Enterprises	0	\$0	\$0
93 Non-NAICS	0	\$0	\$0
9B Administrative Government	0	\$0	\$0
Total	629	\$389,727,061	\$57,741,994

Source: CEDBR, RDAECK (Output and Wages in current \$)

Indirect Effects			
2010-2014			
Aggregated Industries	Employment	Output	Wages
11 Ag, Forestry, Fish & Hunting	35	\$4,625,620	\$877,328
21 Mining	0	\$93,179	\$5,328
22 Utilities	2	\$2,419,798	\$174,752
23 Construction	2	\$551,630	\$164,066
31-33 Manufacturing	11	\$5,873,460	\$1,095,120
42 Wholesale Trade	27	\$9,630,391	\$2,683,992
44-45 Retail trade	3	\$454,782	\$277,391
48-49 Transportation & Warehousing	31	\$6,104,105	\$2,316,502
51 Information	78	\$37,635,396	\$7,054,092
52 Finance & insurance	15	\$4,622,810	\$1,207,137
53 Real estate & rental	22	\$6,107,615	\$479,790
54 Professional- scientific & tech svcs	47	\$10,427,490	\$3,560,063
55 Management of companies	14	\$3,605,507	\$1,244,118
56 Admin and Support and Waste Management	110	\$12,054,083	\$9,766,212
61 Educational Services	0	\$32,868	\$27,828
62 Health Care and Social Assistance	0	\$1,031	\$862
71 Arts, entertainment & recreation	9	\$873,120	\$234,194
72 Accommodation & food services	9	\$808,862	\$886,815
81 Other services (except Public Administration)	15	\$1,911,869	\$1,115,806
9A Government Enterprises	3	\$457,345	\$265,980
93 Non-NAICS	0	\$0	\$0
9B Administrative Government	0	\$0	\$0
Total	433	\$108,290,960	\$33,437,375

Source: CEDBR, RDAECK (Output and Wages in current \$)

Induced Effects			
2010-2014			
Aggregated Industries	Employment	Output	Wages
11 Ag, Forestry, Fish & Hunting	0	\$29,694	\$6,956
21 Mining	0	\$52,653	\$1,080
22 Utilities	1	\$1,277,482	\$95,800
23 Construction	2	\$341,399	\$113,073
31-33 Manufacturing	1	\$315,411	\$69,516
42 Wholesale Trade	5	\$2,069,156	\$460,130
44-45 Retail trade	48	\$5,464,677	\$3,795,439
48-49 Transportation & Warehousing	9	\$1,142,067	\$634,975
51 Information	3	\$2,067,740	\$265,472
52 Finance & insurance	24	\$6,870,623	\$1,570,431
53 Real estate & rental	10	\$7,890,663	\$223,050
54 Professional- scientific & tech svcs	10	\$1,967,424	\$754,222
55 Management of companies	3	\$685,409	\$236,507
56 Admin and Support and Waste Management	13	\$1,456,099	\$1,160,141
61 Educational Services	3	\$234,854	\$249,413
62 Health Care and Social Assistance	64	\$8,127,621	\$6,209,079
71 Arts, entertainment & recreation	5	\$372,972	\$305,221
72 Accommodation & food services	36	\$3,191,562	\$3,333,427
81 Other services (except Public Administration)	28	\$2,780,443	\$2,289,217
9A Government Enterprises	2	\$368,093	\$161,246
93 Non-NAICS	0	\$0	\$0
9B Administrative Government	0	\$0	\$0
Total	265	\$46,706,042	\$21,934,395

Source: CEDBR, RDAECK (Output and Wages in current \$)

2015-2019

Direct Effects			
2015-2019			
Aggregated Industries	Employment	Output	Wages
11 Ag, Forestry, Fish & Hunting	0	\$0	\$0
21 Mining	0	\$0	\$0
22 Utilities	0	\$0	\$0
23 Construction	0	\$0	\$0
31-33 Manufacturing	298	\$291,661,995	\$29,082,712
42 Wholesale Trade	0	\$0	\$0
44-45 Retail trade	0	\$0	\$0
48-49 Transportation & Warehousing	0	\$0	\$0
51 Information	0	\$0	\$0
52 Finance & insurance	0	\$0	\$0
53 Real estate & rental	0	\$0	\$0
54 Professional- scientific & tech svcs	0	\$0	\$0
55 Management of companies	0	\$0	\$0
56 Admin and Support and Waste Management	0	\$0	\$0
61 Educational Services	0	\$0	\$0
62 Health Care and Social Assistance	0	\$0	\$0
71 Arts, entertainment & recreation	0	\$0	\$0
72 Accommodation & food services	0	\$0	\$0
81 Other services (except Public Administration)	0	\$0	\$0
9A Government Enterprises	0	\$0	\$0
93 Non-NAICS	0	\$0	\$0
9B Administrative Government	0	\$0	\$0
Total	298	\$291,661,995	\$29,082,712

Source: CEDBR, RDAECK (Output and Wages in current \$)

Indirect Effects			
2015-2019			
Aggregated Industries	Employment	Output	Wages
11 Ag, Forestry, Fish & Hunting	0	\$7,942,806	\$1,506,492
21 Mining	0	\$114,081	\$6,248
22 Utilities	0	\$1,946,965	\$145,602
23 Construction	0	\$345,278	\$102,705
31-33 Manufacturing	0	\$9,277,087	\$1,570,317
42 Wholesale Trade	0	\$12,746,985	\$3,746,170
44-45 Retail trade	0	\$421,485	\$245,270
48-49 Transportation & Warehousing	0	\$8,435,420	\$2,820,086
51 Information	0	\$1,412,673	\$190,901
52 Finance & insurance	0	\$4,232,849	\$1,102,919
53 Real estate & rental	0	\$2,662,655	\$199,578
54 Professional- scientific & tech svcs	0	\$3,685,204	\$1,269,445
55 Management of companies	0	\$3,770,640	\$1,301,099
56 Admin and Support and Waste Management	0	\$2,862,962	\$2,417,899
61 Educational Services	0	\$8,732	\$7,764
62 Health Care and Social Assistance	0	\$325	\$271
71 Arts, entertainment & recreation	0	\$75,725	\$32,203
72 Accommodation & food services	0	\$467,811	\$498,625
81 Other services (except Public Administration)	0	\$991,514	\$594,891
9A Government Enterprises	0	\$343,252	\$207,163
93 Non-NAICS	0	\$0	\$0
9B Administrative Government	0	\$0	\$0
Total	0	\$61,744,451	\$17,965,649

Source: CEDBR, RDAECK (Output and Wages in current \$)

Induced Effects			
2015-2019			
Aggregated Industries	Employment	Output	Wages
11 Ag, Forestry, Fish & Hunting	0	\$14,796	\$3,469
21 Mining	0	\$26,288	\$538
22 Utilities	0	\$638,050	\$47,847
23 Construction	1	\$169,883	\$56,261
31-33 Manufacturing	0	\$157,365	\$34,673
42 Wholesale Trade	2	\$1,032,111	\$229,511
44-45 Retail trade	24	\$2,724,089	\$1,892,019
48-49 Transportation & Warehousing	4	\$568,835	\$316,393
51 Information	2	\$1,032,202	\$132,462
52 Finance & insurance	12	\$3,419,479	\$782,057
53 Real estate & rental	5	\$3,927,399	\$111,428
54 Professional- scientific & tech svcs	5	\$979,853	\$375,666
55 Management of companies	1	\$341,408	\$117,806
56 Admin and Support and Waste Management	6	\$725,464	\$577,966
61 Educational Services	2	\$116,164	\$123,182
62 Health Care and Social Assistance	32	\$4,053,928	\$3,094,786
71 Arts, entertainment & recreation	3	\$185,659	\$151,607
72 Accommodation & food services	18	\$1,589,856	\$1,660,141
81 Other services (except Public Administration)	14	\$1,384,092	\$1,137,986
9A Government Enterprises	1	\$183,736	\$80,419
93 Non-NAICS	0	\$0	\$0
9B Administrative Government	0	\$0	\$0
Total	132	\$23,270,657	\$10,926,219

Source: CEDBR, RDAECK (Output and Wages in current \$)

2020-2023

Direct Effects			
2020-2023			
Aggregated Industries	Employment	Output	Wages
11 Ag, Forestry, Fish & Hunting	0	\$0	\$0
21 Mining	0	\$0	\$0
22 Utilities	0	\$0	\$0
23 Construction	0	\$0	\$0
31-33 Manufacturing	853	\$719,984,542	\$83,337,590
42 Wholesale Trade	0	\$0	\$0
44-45 Retail trade	0	\$0	\$0
48-49 Transportation & Warehousing	0	\$0	\$0
51 Information	0	\$0	\$0
52 Finance & insurance	0	\$0	\$0
53 Real estate & rental	0	\$0	\$0
54 Professional- scientific & tech svcs	0	\$0	\$0
55 Management of companies	0	\$0	\$0
56 Admin and Support and Waste Management	0	\$0	\$0
61 Educational Services	0	\$0	\$0
62 Health Care and Social Assistance	0	\$0	\$0
71 Arts, entertainment & recreation	0	\$0	\$0
72 Accommodation & food services	0	\$0	\$0
81 Other services (except Public Administration)	0	\$0	\$0
9A Government Enterprises	0	\$0	\$0
93 Non-NAICS	0	\$0	\$0
9B Administrative Government	0	\$0	\$0
Total	853	\$719,984,542	\$83,337,590

Source: CEDBR, RDAECK (Output and Wages in current \$)

Indirect Effects			
2020-2023			
Aggregated Industries	Employment	Output	Wages
11 Ag, Forestry, Fish & Hunting	142	\$18,053,201	\$3,751,809
21 Mining	1	\$282,235	\$14,177
22 Utilities	4	\$5,677,879	\$421,324
23 Construction	4	\$879,406	\$261,606
31-33 Manufacturing	39	\$21,945,602	\$3,801,816
42 Wholesale Trade	105	\$35,811,313	\$10,323,975
44-45 Retail trade	7	\$1,102,145	\$652,593
48-49 Transportation & Warehousing	97	\$21,040,432	\$7,311,196
51 Information	6	\$3,708,694	\$497,872
52 Finance & insurance	34	\$10,715,030	\$2,778,362
53 Real estate & rental	23	\$6,635,363	\$499,670
54 Professional- scientific & tech svcs	44	\$9,561,190	\$3,287,744
55 Management of companies	34	\$9,017,913	\$3,111,726
56 Admin and Support and Waste Management	67	\$7,242,366	\$6,112,255
61 Educational Services	0	\$23,595	\$21,184
62 Health Care and Social Assistance	0	\$781	\$652
71 Arts, entertainment & recreation	2	\$189,278	\$84,797
72 Accommodation & food services	14	\$1,216,306	\$1,296,248
81 Other services (except Public Administration)	20	\$2,593,319	\$1,553,011
9A Government Enterprises	5	\$902,945	\$535,216
93 Non-NAICS	0	\$0	\$0
9B Administrative Government	0	\$0	\$0
Total	650	\$156,598,994	\$46,317,232

Source: CEDBR, RDAECK (Output and Wages in current \$)

Induced Effects			
2020-2023			
Aggregated Industries	Employment	Output	Wages
11 Ag, Forestry, Fish & Hunting	1	\$42,105	\$9,872
21 Mining	0	\$74,835	\$1,532
22 Utilities	1	\$1,816,487	\$136,218
23 Construction	2	\$483,304	\$160,056
31-33 Manufacturing	1	\$447,916	\$98,685
42 Wholesale Trade	7	\$2,937,621	\$653,239
44-45 Retail trade	67	\$7,752,435	\$5,384,477
48-49 Transportation & Warehousing	12	\$1,618,579	\$900,344
51 Information	4	\$2,938,315	\$377,039
52 Finance & insurance	34	\$9,728,481	\$2,225,216
53 Real estate & rental	14	\$11,173,652	\$317,243
54 Professional- scientific & tech svcs	14	\$2,788,064	\$1,068,935
55 Management of companies	4	\$971,465	\$335,214
56 Admin and Support and Waste Management	18	\$2,064,373	\$1,644,632
61 Educational Services	5	\$330,095	\$349,939
62 Health Care and Social Assistance	91	\$11,538,288	\$8,807,197
71 Arts, entertainment & recreation	8	\$528,221	\$431,161
72 Accommodation & food services	51	\$4,523,937	\$4,723,727
81 Other services (except Public Administration)	40	\$3,937,910	\$3,236,857
9A Government Enterprises	2	\$523,025	\$228,886
93 Non-NAICS	0	\$0	\$0
9B Administrative Government	0	\$0	\$0
Total	376	\$66,219,108	\$31,090,467

Source: CEDBR, RDAECK (Output and Wages in current \$)

Acknowledgment

At Wichita State University's Center for Economic Development and Business Research (CEDBR), Craig Compton, Research Economist of CEDBR, served as the Principal Investigator, collecting and writing the report. Jonathan Norris, a Research Economist, developed the tables and graphics. Jeremy Hill, the Director of CEDBR, developed and ran the impact model and provided guidance.

The Center for Economic Development and Business Research, a unit of the W. Frank Barton School of Business at Wichita State University, is responsible for any errors in this report. Inquiries may be directed to: Center for Economic Development and Business Research, 1845 Fairmount St. Wichita, KS 67370. The Center can be reached by telephone at 1-316-978-3225 or through the website at www.CEDBR.org.



1845 Fairmount Street
Campus Box 121
Wichita, KS 67260-0121

P: (316) 978-3225
E: cedbr@wichita.edu
W: cedbr.org

About the Center

This report was produced by The Center for Economic Development and Business Research (CEDBR), part of the W. Frank Barton School of Business at Wichita State University. We are a reliable resource for local, state and national demographic and economic data. We strive to enhance economic growth and development through our applied and objective research, which makes us an active and well-respected partner with economic development leaders.



Study Session Report

Wastewater Industrial Pretreatment Code Changes

Title: Wastewater Industrial Pretreatment Code Changes

Agenda Date: April 16, 2024

Presented By: Dean Grant, Director of Public Works

Background

The United States Environmental Protection Agency (EPA), through the Kansas Department of Health and Environment (KDHE), requires that cities have an Industrial Pretreatment Program. The Pretreatment Program is used to regulate the amount of contaminants and pollutants in industrial wastewater. The city is required to identify the category of each industry and enforce the necessary regulations based on that industry's contaminants and pollutants. The EPA and KDHE require that the discharge of industrial wastewater be tested at specified intervals throughout the year and that the city notify the industries when they violate the regulations. The city is required to have an enforcement plan to follow when industries are not in compliance with the regulations.

The City of Emporia currently has 6 non-categorical industries and 4 categorical industries. The non-categorical industries have the Fats, Oils, and Grease in their discharged waste monitored once a month, as well as the strength of the wastewater (Biochemical Oxygen Demand and Total Suspended Solids). The Categorical industries are monitored for one or more specific contaminants and/or pollutants, based on their process. Also, the temperature and pH are monitored in each industry due to the effects they have on the collection system.

Discussion

The EPA and KDHE are requiring that the City of Emporia revise and adopt the Enforcement Response Plan and Sewer Use Ordinance. KDHE has reviewed both the Enforcement Response Plan and the Sewer Use Ordinance and made their recommended changes. The next step will be for the commission to adopt the updated Sewer Use Ordinance and Enforcement Response Plan.

Financial Considerations

Updating the code will have no impact on the city's budget

Attachments

Industrial Pretreatment Codes Changes (updated with KDHE revisions)
Enforcement Response Plan Preamble
Updated Enforcement Response Plan (approved by KDHE)

DIVISION 1. GENERALLY

Sec. 28-66. Definitions:

Unless the context specifically indicates otherwise, the meanings of terms used in this article shall be as follows:

Act: The federal water pollution control act, also known as the clean water act, as amended, 33 USC 1251 et seq.

Approval Authority: The EPA or, if the pretreatment program has been formally delegated to the Kansas department of health and environment (KDHE), it shall mean the director of the division of environment of KDHE (either director or state director).

Approved POTW Pretreatment Program Or Program Or POTW Pretreatment Program: A program administrated by a POTW that meets the criteria established by 40 CFR, part 403, and which has been approved by a regional administrator or state director.

Authorized or Duly Authorized Representative of the User:

If the user is a corporation: The president, secretary, treasurer, or a vice-president of the corporation in charge of a principal business function, or any other person who performs similar policy or decision-making functions for the corporation; or The manager of one or more manufacturing, production, or operating facilities, provided the manager is authorized to make management decisions that govern the operation of the regulated facility including having the explicit or implicit duty of making major capital investment recommendations, and initiate and direct other comprehensive measures to assure long-term environmental compliance with environmental laws and regulations; can ensure that the necessary systems are established or actions taken to gather complete and accurate information for individual wastewater discharge permit requirements; and where authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures.

If the User is a partnership or sole proprietorship: a general partner or proprietor, respectively.

If the User is a Federal, State, or local governmental facility: a director or highest official appointed or designated to oversee the operation and performance of the activities of the government facility, or their designee.

The individuals described in paragraphs 1 through 3, above, may designate a Duly Authorized Representative if the authorization is in writing, the authorization specifies the individual or position responsible for the overall operation of the facility from which the discharge originates or having overall responsibility for environmental matters for the company, and the written authorization is submitted to the City.

BOD (Denoting Biochemical Oxygen Demand): The quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedure for five (5) days at twenty degrees Celsius (20°C), expressed in milligrams per liter.

Bond Fund: The bond fund for sewer system refunding revenue bonds, series of 1978, created by section II of the 1978 ordinance.

Bond Reserve Account: The reserve account for sewer system refunding revenue bonds, series of 1978, created by section II of the 1978 ordinance.

Bonds: The 1978 bonds and any bonds standing on a parity with the 1978 bonds.

Building Drain: That part of the lowest horizontal piping of a drainage system which receives the discharge from soil, waste, and other drainage pipes inside the walls of the building and conveys it to the building sewer.

Building Sewer: The extension from the building drain to the public sewer or other place of disposal, beginning five feet (5') (1.5 m) outside the inner face of the building wall.

Capital Charge: That portion of the total wastewater service charge which is levied for local capital costs, local investment in plant facilities and other local costs excluding operation, maintenance and replacement costs.

Categorical Pretreatment Standard: A national pretreatment standard specifying quantities or concentrations of pollutants or pollutant properties which may be discharged to a POTW by existing or new industrial users in specific industrial subcategories established as separate regulations under the appropriate subpart of 40 CFR, Chapter I, Subchapter N, Parts 401-471. These standards, unless specifically noted otherwise, shall be in addition to all applicable pretreatment standards and requirements set forth in 40 CFR, Part 403.

City shall mean the City of Emporia, Kansas.

Public Works Director shall mean the superintendent of public works of the city, or his authorized deputy, agent, or representative.

City manager shall mean the city manager or his deputy, agent, or representative.

Compatible wastes shall mean wastes containing pollutants for which the POTW treatment plant was designed to treat and which are identified in the national pollutant discharge elimination system (NPDES) permit issued by the United States Environmental Protection Agency to the POTW treatment plant of the city.

Composite sample shall mean a timed sequential collection of equal volume or flow weighted grab samples combined in a single reservoir to minimize the effect of the variability of the individual samples.

Control authority means the *public works director* of the city.

Cooling water means the water discharged from any system of air conditioning, cooling or refrigeration, or to which the only pollutant added is heat.

Depreciation and replacement account shall mean the sewer system depreciation and replacement account established by Section II of the 1978 Ordinance.

Dry industry shall mean an industrial user that discharges only non-process segregated domestic wastes from sanitary conveniences only and is not a significant user of the wastewater treatment works.

EPA shall mean the United States Environmental Protection Agency.

Federal securities means obligations of the United States constituting a part of the invested sinking fund account.

Garbage shall mean solid wastes from the domestic and commercial preparation, cooking and dispensing of food, and from the handling, storage and sale of produce.

Grab sample shall mean a sample which is taken from a waste stream on a one-time basis with no regard to the flow in the waste stream and without consideration of time.

ICR shall mean industrial cost recovery.

Incompatible wastes shall mean waste containing pollutants not included in the definition of compatible wastes.

Indirect discharge or discharge means the introduction of pollutants into a POTW from any nondomestic source regulated under Section 307 (b), (c), or (d) of the Act.

Industrial user or user means a source of indirect discharge.

Industrial waste shall mean the liquid wastes from industrial manufacturing processes, trade, or business as distinct from sanitary sewage.

Interference means a discharge which, alone or in conjunction with the discharge or discharges from other sources, both:

(1) Inhibits or disrupts the POTW, its treatment processes operations, or its sludge processes, use or disposal; and

(2) Therefore, is a cause of a violation of any requirement of the POTW's NPDES permit (including an increase in the magnitude or duration of a violation) or of the prevention of sewage sludge use or disposal in compliance with the following statutory provisions and regulations or permits issued thereunder (or more stringent state or local regulations): section 405 of the Clean Water Act, the Solid Waste Disposal Act (SWDA) (including Title II, more commonly referred to as the Resource Conservation and Recovery Act (RCRA), and including state regulations contained in any state sludge management plan prepared pursuant to subtitle D of the SWDA), the Clean Air Act, the Toxic Substances Control Act, and the Marine Protection, Research and Sanctuaries Act.

Invested sinking fund account means the account by that name established in the bond fund by Section II of the 1978 Ordinance.

National pretreatment standard, pretreatment standard or standard means any regulation containing pollutant discharge limits promulgated by the EPA in accordance with Section 307(b) and (c) of the Act, which applies to industrial users. This term includes prohibitive discharge limits established pursuant to 40 CFR, section 403.5. **Pretreatment Standards shall include prohibited discharge standards, categorical Pretreatment Standards, and Local Limits.**

National pollutant discharge elimination system or NPDES permit or permit means a discharge permit issued to a POTW pursuant to Section 402 of the Act (33 U.S.C. 1342).

Natural outlet shall mean any outlet into a watercourse, pond, ditch, lake, or other body of surface or groundwater.

New source means:

(1) Any building, structure, facility or installation from which there is or may be a discharge of pollutants, the construction of which commenced after the publication of proposed pretreatment standards under Section 307(c) of the Act which will be applicable to such source if such standards are thereafter promulgated in accordance with that section, provided that:

- a. The building, structure, facility or installation is constructed at a site at which no other source is located;
 - b. The building, structure, facility, or installation totally replaces the process or production equipment that causes the discharge of pollutants at an existing source; or
 - c. The production or wastewater generating processes of the building, structure, facility or installation are substantially independent of an existing source at the same site. In determining whether these are substantially independent, factors such as the extent to which the new facility is integrated with the existing plant, and the extent to which the new facility is engaged in the same general type of activity as the existing source should be considered.
- (2) Construction on a site at which an existing source is located results in a modification rather than a new source if the construction does not create a new building, structure, facility or installation meeting the criteria of paragraphs (1) (b) or (1) (c) of this section but otherwise alters, replaces, or adds to existing process or production equipment.
- (3) Construction of a new source as defined under this paragraph has commenced if the owner or operator has:
- a. Begun, or caused to begin as a part of a continuous onsite construction program:
 - 1. Any placement, assembly, or installation of facilities or equipment;
 - 2. Significant site preparation work including clearing, excavation or removal of existing buildings, structures, or facilities which is necessary for the placement, assembly, or installation of new source facilities or equipment; or
 - b. Entered into a binding contractual obligation for the purchase of facilities or equipment which are intended to be used in its operation within a reasonable time. Options to purchase or contracts which can be terminated or modified without substantial loss, and contracts for feasibility, engineering, and design studies do not constitute a contractual obligation under this paragraph.

Operation and maintenance account shall mean the account established by this ordinance to provide for the operation, maintenance and replacement needs of the wastewater treatment system. This account shall receive all user charge revenues.

pH shall mean the logarithm of the reciprocal of the weight of hydrogen ions in grams per liter of solution.

Pass through means a discharge which exits the POTW into waters of the United States in quantities or concentrations which, alone or in conjunction with a discharge or discharges from other sources, is a cause of a violation of the POTW's NPDES permit (including an increase in the magnitude or duration of a violation).

Planning and zoning coordinator shall mean the supervisor of the planning and zoning division of the city, or his authorized deputy, agent or representative.

Pretreatment means the reduction of the amount of pollutants, the elimination of pollutants, or the alteration of the nature of pollutant properties in wastewater prior to or in lieu of discharging or otherwise introducing such pollutants into a POTW. The reduction or alteration may be obtained by physical, chemical or biological processes, process changes or by other means, except as prohibited by 40 CFR, Section 403.6(d). Appropriate pretreatment technology includes control equipment, such as equalization tanks or facilities, for protection against surges or sludge floating that might interfere with or otherwise be incompatible with the POTW.

However, where wastewater from a regulated process is mixed in an equalization facility with unregulated wastewater or with wastewater from another regulated process, the effluent from the equalization facility must meet an adjusted pretreatment limit calculated in accordance with 40 CFR, Section 403.6(e), and this article.

Pretreatment requirements shall mean any substantive or procedural requirements (present or future) related to pretreatment, other than a national pretreatment standard, imposed on an industrial user.

Principal and interest account means the account by that name in the bond fund created by Section II of the 1978 Ordinance.

Properly shredded garbage shall mean the wastes from the preparation, cooking, and dispensing of food that have been shredded to such a degree that all particles will be carried freely under the flow conditions normally prevailing in public sewers, with no particle greater than one-half inch (1.27 centimeters) in any dimension.

Publicly-owned treatment works or POTW means a treatment works as defined by Section 212 of the Act, which is owned by a state or municipality (as defined by Section 502(4) of the Act). This definition includes any devices and systems used in the storage, treatment, recycling and reclamation of municipal sewage or industrial waste of a liquid nature. It also includes sewers, pipes and other conveyances only if they convey wastewater to a POTW treatment plant. The term also means the municipality which has jurisdiction over the indirect discharges to and the discharges from such a treatment works.

POTW treatment plant means that portion of the POTW which is designed to provide treatment (including recycling and reclamation) of municipal sewage and industrial waste.

Public sewer shall mean a sewer in which all owners of abutting properties have equal rights, and is controlled by public authority.

Regional administrator means the appropriate EPA regional administrator.

Revenues shall mean:

- (i) All revenues, income, and rents accrued by the city from the ownership and operation of the sewer system and the proceeds of any insurance covering business interruption loss relating to the sewer system, and
- (ii) All interest received on any movies or securities held pursuant to the 1978 Ordinance including investment income received after November 15, 1992, and available for transfer into the principal and interest account pursuant to Section 12(c) of the 1978 Ordinance, but excluding interest from the escrow account.

Sanitary sewer shall mean a sewer which carries sewage and to which storm, surface, and groundwaters are not intentionally admitted.

Sanitary waste shall mean the wastes discharged from the average residential user in the service area.

Sewage shall mean a combination of the water-carried wastes from residences, business buildings, institutions, and industrial establishments, together with such ground, surface, and stormwater as may be present.

Sewage treatment plant shall mean any arrangement of devices and structures used for treating sewage. (See also definition of POTW treatment plant.)

Sewage works shall mean all facilities for collecting, pumping, treating, and disposing of sewage. (See also definition of POTW.)

Sewer shall mean a pipe or conduit for carrying sewage.

Sewer fund shall mean the Sewer Fund established by Article IV of the 1978 Ordinance.

Significant noncompliance (SNC) means an industrial user violation which meets one or more of the following criteria:

(1) Chronic violations of wastewater discharge limits defined as those in which sixty-six (66) percent or more of all the measurements taken during a six-month period exceed (by any magnitude) the daily maximum limit or the average limit for the same pollutant parameter.

(2) Technical review criteria (TRC) violations, defined as those in which thirty-three (33) percent or more of all of the measurements for each pollutant parameter taken during a six-month period equal or exceed the product of the daily maximum limit or the average limit multiplied by the applicable TRC. (TRC = 1.4 for BOD, TSS, fats, oil, and grease, and 1.2 for all other pollutants except pH).

(3) Any other violation of a pretreatment effluent limit (daily maximum or longer-term average) that the control authority determines has caused, alone or in combination with other discharges, interference or pass through (including endangering the health of POTW personnel or the general public).

(4) Any discharge of a pollutant that has caused imminent endangerment to human health, welfare or to the environment or has resulted in the POTW's exercise of its emergency authority to halt or prevent such a discharge.

(5) Failure to meet, within ninety (90) days after the schedule date, a compliance schedule milestone contained in a local control mechanism or enforcement order for starting construction, completing construction, or attaining final compliance.

(6) Failure to provide, within thirty (30) days after the due date, required reports such as baseline monitoring reports, ninety-day compliance reports, periodic self-monitoring reports, and reports on compliance with compliance schedules.

(7) Failure to accurately report noncompliance.

(8) Any other violation or group of violations which the control authority determines will adversely affect the operation of implementation of the local pretreatment program.

Significant industrial user means:

(1) All industrial users subject to categorical pretreatment standards; and

(2) Any other industrial user that discharges an average of twenty-five thousand (25,000) gallons per day or more, of process wastewater (excluding sanitary, noncontact cooling and boiler blowdown wastewaters) to the POTW; contributes a process waste stream which makes up five (5) percent or more of the average dry weather hydraulic or organic capacity of the POTW treatment plant; or is designated as such by the control authority on the basis that the industrial user has a reasonable potential for adversely affecting the POTW's operation or for violating any pretreatment standard or requirement.

(3) Upon a finding that an industrial user meeting the criteria in paragraphs (1) and (2) of this definition has no reasonable potential for adversely affecting the POTW's operation or for

violating any pretreatment standard or requirement, the control authority may at any time, upon its own initiative or in response to a petition received from an industrial user or POTW, and with the consent of the approval authority, determine that such industrial user is not a significant industrial user.

Slug Discharge includes any Discharge of a non-routine, episodic nature, including but not limited to an accidental spill or a non-customary batch Discharge, which has a reasonable potential to cause Interference or Pass Through, or in any other way violate the POTW's regulations, Local Limits or Permit conditions.

Storm drain (sometimes termed "storm sewer") shall mean a sewer which carried storm and surface waters and drainage, but excludes sewage and industrial wastes, other than unpolluted cooling water.

Storm water shall mean any surface water resulting from any form of natural precipitation which may or may not be mixed with an accumulation of dirt, soil and other debris or substances collected from the surfaces on which such precipitation falls or flows.

Suspended solids shall mean solids that either float on the surface of, or are in suspension in water, sewage, or other liquids, and which are removable by laboratory filtering.

Toxic pollutant means any pollutant or combination of pollutants listed as toxic in regulations promulgated by the administrator of the environmental protection agency under the provision of Section 307(a)(1) of the Act.

User charge shall mean that portion of the total wastewater service charge which is levied in a proportional and adequate manner for the cost of operation, maintenance and replacement of the wastewater treatment and collection system. The term is also referred to as treatment charge or service charge.

Wastewater is synonymous with sewage and the two (2) terms may be interchanged without altering the meaning of either.

Wastewater collection and treatment system shall mean a system including sanitary sewers, sewer mains, pump stations, processing and treatment facilities, holding ponds, etc., all used for the gathering, transporting and treating of wastewater prior to its re-entry into rivers, streams, or other bodies of water.

Watercourse shall mean a channel in which a flow of water occurs, whether continuously or intermittently.

1978 Bonds means the sewer system refunding revenue bond, series of 1978, dated May 15, 1978, authorized by Ordinance Number 892.

(Code 1962, § 19-101; Ord. No. 963, § 1, 8-1-79; Ord. No. 84-30, § 1, 8-1-84; Ord. No. 91-11, § 1, 6-5-91)

Sec. 28-67. Unlawful deposits.

It shall be unlawful for any person to place, deposit, or permit to be deposited in any unsanitary manner on public or private property within the City of Emporia, or in any area under the jurisdiction of the city, any human or animal excrement, garbage, or other objectionable waste which is deemed to be a hazard to the health of the general public by the joint board of health.

(Code 1962, § 19-201; Ord. No. 963, § 1, 8-1-79)

Sec. 28-68. Unlawful discharges.

It shall be unlawful to discharge to any unnatural outlet within the City of Emporia, or in any area under the jurisdiction of said city, any sewage or other polluted waters, except where suitable treatment has been provided in accordance with this article.

(Code 1962, § 19-202; Ord. No. 963, § 1, 8-1-79)

Sec. 28-69. Required connections.

The owner of all houses, buildings, or properties used for human employment, recreation, or other purposes, situated within the city and abutting on any street, alley, or right-of-way in which there is now located or may in the future be located a public sanitary or combined sewer of the city shall be required to make such connections with said sewer system of the city as may be necessary in the judgment of the joint board of health for the protection of the health of the public, for the purpose of disposing of all substances from any such building affecting the public health which may be lawfully and properly disposed of by means of such sewer, and shall install at his expense adequate indoor toilet facilities with adequate piping and fixtures for said facilities and to connect such facilities directly with the proper public sewer in accordance with this article. If any person fails, neglects, or refuses to install such, or to so connect any building or buildings with the sewer system of the city herein provided for, for more than ten (10) days after being notified in writing by the joint board of health to do so, the city may cause such premises and buildings to be connected with said sewer system and is hereby authorized to advertise for bids for the construction and making of such sewer connection and to contract therefor with the lowest responsible bidder and cause such premises to be connected with said sewer system and to assess the costs and expense thereof against the property and premises so connected, such assessment to be made in the same manner as other special assessments are made.

(Code 1962, § 19-204; Ord. No. 963, § 1, 8-1-79)

State law reference—Authority of city to so provide, K.S.A. 12-631.

Sec. 28-70. Sewer connections outside city.

(a) The owner or owners of any premises situated outside the city limits may be granted permission by contract, in the discretion of the governing body, to connect such premises to the city's sewage disposal system and discharge usual and ordinary sewage from such premises as hereinafter provided. As the governing body and this article lack jurisdiction outside the territorial limits of the city, the governing body hereby requires that a contract, embodying the provisions of this article, be executed by the city and the applicant. This contract shall require that a payment be made to the city as a charge for treatment of the user's wastes. Wastewater charges for outside city users shall be proportional to the user charge for city residents. This does not preclude the city from charging additional fees designed to recover capital costs or other nontreatment charge costs.

(b) Any applicant desiring to make such sewer connection shall apply, in writing, to the city clerk for a permit to do so. Such application shall state:

- (1) The legal description of the premises;
- (2) The name of the owner or owners;
- (3) The number and kind of sewer intake openings to be connected;
- (4) The exact point of proposed connection;
- (5) Proposed contract between the applicant and the city.

(c) The city clerk, upon receiving such application, if he finds the application to be in proper form and that the sewer to which applicant desires to connect is not overloaded and that sewage from such premises can be disposed of without an expense to the city in excess of the service charges reasonable anticipated to be received from such premises that such sewer connection will be made without expense to the city, may, after review and approval of the governing body issue the applicant a permit to make such connections to the sewage disposal system as are shown in the application or as the governing body may direct.

(Code 1962, § 19-205; Ord. No. 963, § 1, 8-1-79)

Sec. 28-71. Inspections.

(a) The **public works director** and other duly authorized employees of the city, bearing proper credentials and identification, shall be permitted to enter all properties and install necessary devices for the purposes of inspection, observation, records examination and copying, measurement, sampling and testing in accordance with the provisions of this article. Examination of records will be in accordance with section 28-131 of this chapter.

(b) While performing the necessary work on private properties referred to in subsection (a), the **public works director** or duly authorized employees of the city shall observe all safety rules applicable to the premises as established by the company and the company shall be held harmless for injury or death to the employees of the city and the city shall indemnify the company against loss or damage to its property by city employees and against liability claims and demands for personal injury or property damage assessed against the company and growing out of the gauging and sampling operation except as such may be caused by negligence or failure of the company to maintain safe conditions as required in section 28-126 of this chapter.

(Code 1962, § 19-314; Ord. No. 963, § 1, 8-1-79; Ord. No. 84-30, § 2, 8-1-84; Ord. No. 91-11, § 2, 6-5-91)

Sec. 28-72. Violations and enforcement.

(a) Any person found to be in violation of any provision of this article shall be served by the city with a written notice from the **public works director** stating the nature of the violation and shall become liable to the city for any expense, loss, or damage occasioned by such violation.

(b) Within thirty (30) days after the date of the notice, unless a shorter time is necessary due to the nature of the violation, a plan for the satisfactory correction thereof shall be submitted by the user to the **public works director**. If the violation is not corrected by timely compliance, or a satisfactory correction plan is not submitted within a reasonable time, the city may, through its control authority, suspend the wastewater treatment service and/or a wastewater or industrial wastewater discharge permit in order to stop an actual or threatened discharge which presents or may present, in the opinion of the **public works director**, an imminent or substantial endangerment to the health and welfare of persons, to the environment, causes interference to the POTW, pass-through or causes the city to violate any conditions of its NPDES permit. Provided, that if the violation entails a discharge of pollutants to the POTW which reasonably appears to present an imminent endangerment to the health or welfare of persons the control authority shall take such action upon notice to the user as deemed necessary to immediately halt or prevent such discharge to the POTW.

Any person notified of a suspension of the wastewater treatment service and/or the wastewater discharge permit shall immediately stop or eliminate the contribution. In the event of a failure of a person to comply voluntarily with the suspension order, the city shall take such

steps as deemed necessary, including immediate severance of the sewage connection, to prevent or minimize damage to the POTW or endangerment to any individuals.

(c) The city may order the user to show cause before the **public works director** why enforcement action should not be taken. A written notice shall be provided to the user specifying the time and place of a meeting, the reason why the action is proposed, and the proposed enforcement action. Based upon the evidence presented at the meeting, the **public works director** shall determine the appropriate enforcement action, if any, which should be taken. The **public works director's** determination may be appealed to the city commission within ten (10) days after the **public works director's** ruling. The commission shall fix a reasonable time for hearing the appeal and give written notice to the parties, stating the time and place for the hearing. The commission shall decide the appeal within a reasonable time and shall notify the parties of its decision.

(d) The city shall annually publish in the official city newspaper a list of the users which are in significant noncompliance. The notification shall also summarize any enforcement actions taken against the user(s) during the same twelve (12) months.

(e) The remedies and enforcement provisions set forth above shall be deemed independent and not exclusive of the other, and in addition to any other remedies, the city may institute injunction, mandamus, or other appropriate actions or proceedings with respect to any violation of any provision of this article; and further and in addition thereto, all industrial users shall be subject to assessment of a civil penalty of up to one thousand dollars (\$1,000.00) per day, each and every day constituting a separate violation; for each violation of pretreatment standards and requirements set forth in this article, the city is authorized to seek enforcement of such penalty in any court of competent jurisdiction.

(f) In addition to any civil actions, remedies or enforcement provisions set forth above the POTW may access and seek criminal penalties for each violation by an industrial user of pretreatment standards and requirements of this article, such violation being deemed a Class A misdemeanor.

(g) Enforcement actions after violations of the Industrial Pretreatment Program. The city enforcement response policy for noncompliance applies to permit violations, monitoring and reporting violations after sampling or during site visits and includes but is not limited to:

Unpermitted discharge, exceedance of permit limits or local limits, permit violations, reporting violations, monitoring violations, improper sampling, failure to install monitoring equipment, falsification, tampering, or violation of compliance schedules.

The enforcement actions to the above violations may include but is not limited to:

Notice of violation requiring explanation and corrective action plan, compliance schedule, fine, civil action, criminal investigation, suspension or revocation of permit, termination of service, and publication of name of Industrial User and enforcement action taken.

Enforcement action will be taken by the Pretreatment Coordinator with assistance from the City Manager and/ or Public Works Director as needed.

(Code 1962, § 19-501; Ord. No. 963, § 1, 8-1-79; Ord. No. 84-30, § 3, 8-1-84; Ord. No. 91-11, § 3, 6-5-91)

Cross reference—Penalty for Class C misdemeanor, § 1-6.

Secs. 28-73–28-80. Reserved

DIVISION 2. PRIVATE SEWAGE DISPOSAL SYSTEMS

Sec. 28-81. Generally.

Except as otherwise provided, it shall be unlawful to construct or maintain any privy, privy vault, septic tank, cesspool, or any other facility intended or used for the disposal of sewage.

(Code 1962, § 19-203; Ord. No. 963, § 1, 8-1-79)

Sec. 28-82. When required.

Where a public sanitary or combined sewer is not available under the provisions of 28-70, the building sewer shall be connected to a private sewage disposal system complying with the provisions of this division.

Code 1962, § 19-206; Ord. No. 963, § 1, 8-1-79)

Sec. 28-83. Permit.

Before commencement of construction of a private sewage disposal system, the owner shall first obtain a written permit issued by the city. The application for such permit shall be made on a form furnished by the city, which the applicant shall supplement by any plans, specifications, and other information as are deemed necessary by the city. A permit and inspection fee of twelve dollars and fifty cents (\$12.50) shall be paid to the city at the time the application is filed.

(Code 1962, § 19-206(A); Ord. No. 963, § 1, 8-1-79)

Sec. 28-84. Inspections.

A permit for a private sewage disposal system shall not become effective until the installation is completed to the satisfaction of the city. The city shall be allowed to inspect the work at any stage of construction and, in any event, the applicant for the permit shall notify the city when the work is ready for final inspection, and before any underground portions are covered. The inspection shall be made within seventy-two (72) hours of the receipt of notice by the city.

(Code 1962, § 19-206(B); Ord. No. 963, § 1, 8-1-79)

Sec. 28-85. Standards:

The type, capacities, location, and layout of a private sewage disposal system shall comply with all recommendations of the Department of Public Health of the State. No permit shall be issued for any private sewage disposal system employing subsurface soil absorption facilities where the area of the lot is less than sixty-five thousand (65,000) square feet or six thousand six hundred four (6,604) square meters. No septic tank or cesspool shall be permitted to discharge to any natural outlet. (1962 Code, § 19-206(C); Ord. 963, § 1, 8-1-79)

Sec. 28-86. Operation And Maintenance:

An owner shall operate and maintain private sewage disposal facilities in a sanitary manner at all times, at no expense to the City. (1962 Code, § 19-206(E); Ord. 963, § 1, 8-1-79)

Sec. 28-87. Abandonment And Connection To Public Sewer:

At such time as a public sewer becomes available to a property served by a private sewage disposal system, a direct connection shall be made to the public sewer in compliance with this Article, and any septic tanks, cesspools, and similar private sewage disposal facilities shall be abandoned and filled with suitable material. When a public sewer becomes available the building sewer shall be connected to said sewer within sixty (60) days and the private sewage disposal system shall be cleaned of sludge and filled with clean bank-run gravel or dirt. (1962 Code, § 19-206(D), (G); Ord. 963, § 1, 8-1-79)

Sec. 28-88. Additional Requirements:

No statement contained in this Division shall be construed to interfere with any additional requirements that may be imposed by the joint Board of Health. (1962 Code, § 19-206(F); Ord. 963, § 1, 8-1-79)

Secs. 28-89–28-100. (Reserved)**DIVISION 3. BUILDING SEWERS AND CONNECTIONS****Sec. 28-101. Permit:**

(a) No unauthorized person shall uncover, make any connection with or opening into, use, alter or disturb any public sewer or appurtenance thereof without first obtaining a written permit from the City.

(b) There shall be two (2) classes of building sewer permits:

- (1) For residential and commercial service; and
- (2) For service to establishments producing industrial wastes.

In either case, the owner or his agent shall make application on a special form furnished by the City. The permit application shall be supplemented by any plans, specifications, or other information considered pertinent in the judgment of the City. A permit and inspection fee of four dollars (\$4.00) for a residential or commercial building sewer permit and four dollars (\$4.00) for an industrial building sewer permit shall be paid to the City at the time the application is filed. (1962 Code, § 19-207(A); Ord. 963, § 1, 8-1-79)

Sec. 28-102. Costs And Liabilities:

All costs and expense incident to the installation and connection of a building sewer shall be borne by the owner. The owner shall indemnify the City from any loss or damage that may directly or indirectly be occasioned by the installation of the building sewer. (1962 Code, § 19-207(B); Ord. 963, § 1, 8-1-79)

Sec. 28-103. Separate Building Sewer Required:

A separate and independent building sewer shall be provided for every building which maintains internal water service.

EXCEPTION: A building sewer serving one property may be connected to a building sewer serving an adjoining property only when:

- (1) The public sanitary sewer is not readily available to the new use, being greater than three hundred feet (300') from the proposed use.
- (2) Cross-easement agreements, acceptable to the City, for the new sanitary building sewer line shall be executed by the owners of the two (2) properties and shall be recorded with the Register of Deeds.
- (3) An engineer licensed with the State shall certify that the existing sewer line is of sufficient size to handle the new sanitary sewer flow according to the Plumbing Code in effect at the time. (A licensed plumber may certify in the case of two (2) single-family dwellings.)
- (4) Where interceptors and/or pretreatment facilities are required they shall be on the property requiring such facilities. (1962 Code, § 19-207(C); Ord. 963, § 1, 8-1-79; Ord. 95-31, § 1, 9-6-95)

Sec. 28-104. Use Of Old Building Sewers:

Old building sewers may be used in connection with new buildings only when they are found, on examination and test by the **Public Works Director**, to meet all requirements of this Chapter. (1962 Code, § 19-207(D); Ord. 963, § 1, 8-1-79)

Sec. 28-105. Size, Slope, Materials, Etc.:

The size, slope, alignment, materials of construction of a building sewer, and the methods to be used in excavating, placing of the pipe, jointing, testing and backfilling the trench, shall all conform to the requirements of the building and plumbing code 1 or other applicable rules and regulations of the city. In the absence of code provisions or in amplification thereof, the materials and procedures set forth in appropriate specifications of the ASTM and WPCF, "Manual Of Practice Number 9", shall apply. (1962 Code, § 19-207(E); Ord. 963, § 1, 8-1-1979)

Notes

- 1** 1. See app. E of this code.

Sec. 28-106. Elevation And Lifts:

Whenever possible, the building sewer shall be brought to the building at an elevation below the basement floor. In all buildings in which any building drain is too low to permit gravity flow to the public sewer, sanitary sewage carried by such building drain shall be lifted by an approved means and discharged to the building sewer. (1962 Code, § 19-207(F); Ord. 963, § 1, 8-1-1979)

Sec. 28-107. Connection Of Downspouts, Etc.:

No person shall make connection of roof downspouts, interior and exterior foundation drains, areaway drains, or other sources, of surface runoff or ground water to a building sewer or building drain which in turn is connected directly or indirectly to a public sanitary sewer. (1962 Code, § 19-207(G); Ord. 963, § 1, 8-1-1979)

Sec. 28-108. Connection Into Public Sewer:

The connection of the building sewer into the public sewer shall conform to the requirements of the building and plumbing code or other applicable rules and regulations of the city, or the procedures set forth in appropriate specifications of the ASTM and the WPCF, "Manual Of Practice Number 9". All such connection shall be made gastight and watertight. Any deviation from the prescribed procedures and materials must be approved by the city before installation. (1962 Code, § 19-207(H); Ord. 963, § 1, 8-1-1979)

Sec. 28-109. Notification For Inspection And Supervision Of Connection:

The applicant for the building sewer permit shall notify the city when the building sewer is ready for inspection and connection to the public sewer. The connection shall be made under the supervision of the designated city representative. (1962 Code, § 19-207(I); Ord. 963, § 1, 8-1-1979)

Sec. 28-110. Safety Requirements:

All excavations for building sewer installation shall be adequately guarded with barricades and lights so as to protect the public street from hazard. Streets, sidewalks, parkways, and other public property disturbed in the course of the work shall be restored in a manner satisfactory to the city. (1962 Code, § 19-207(J); Ord. 963, § 1, 8-1-1979)

Secs. 28-111–28-120. Reserved:

DIVISION 4. REGULATION OF DISCHARGES INTO SEWERS

Sec. 28-121. Stormwater, Ground Water, Unpolluted Industrial Process Water, Etc. 1 :

No person shall discharge or cause to be discharged any stormwater, surface water, ground water, roof runoff, subsurface drainage (including interior and exterior foundation drains), uncontaminated cooling water, or unpolluted industrial process waters to any sanitary sewer. Stormwater and all other unpolluted drainage shall be discharged to such sewers as are specifically designated as storm sewers or to a natural outlet approved by the **public works director** and Kansas department of health and environment. Industrial cooling water or unpolluted process waters may be discharged on approval of the **public works director** and Kansas department of health and environment to a storm sewer or a natural outlet. (1962 Code, § 19-208(A); Ord. 963, § 1, 8-1-1979; Ord. 84-30, § 4, 8-1-1984)

Notes

1. See also article V of this chapter.

Sec. 28-122. Certain Harmful Wastes Prohibited; Review Of Certain Discharges:

Users are prohibited from discharging into a POTW any substance or pollutant(s) which may cause pass-through or interference.

In no case shall a substance discharged to the POTW or POTW treatment plant cause the sewage works to be in noncompliance with sludge use or disposal criteria or regulations under section 405 of the act; any criteria or regulations affecting sludge use or disposal developed pursuant to the solid waste disposal act, the clean air act, the toxic substances control act, any future federal acts affecting sludge disposal, or state criteria applicable to the sludge management method being used.

(a) Subject to the preceding, no person shall discharge or cause to be discharged any of the following described water or wastes into a POTW:

(1) Any gasoline, benzene, naphtha, fuel, oil or other flammable or explosive liquid, solid, or gas, or other such pollutant which creates a fire or explosion hazard in the POTW, including, but not limited to, waste streams with a closed cup flashpoint of less than one hundred forty degrees Fahrenheit (140°F) or sixty degrees centigrade (60°C) using the test methods specified in 40 CFR, section 261.21.

(2) Any waters or wastes containing toxic or poisonous solids, liquids, or gases in sufficient quality, either singly or by interaction with other wastes, to injure or to cause interference with the POTW, constitute a hazard to humans or animals, to create a public nuisance, or create any hazard in the receiving waters of the sewage treatment plant.

(3) Any waters or wastes having a pH lower than 5.0 or having any other corrosive property capable of causing damage or hazard to the POTW or personnel of the sewage works.

(4) Solid or viscous substances in quantities or of such size capable of causing obstruction to the flow in the POTW resulting in interference, such as, but not limited to, ashes, cinders, sand, mud, straw, shavings, metal, glass, rags, feathers, tar, plastics, woods, unground garbage, whole blood, paunch manure, hair and fleshings, entrails and paper dishes, cups, milk containers, etc., either whole or ground by garbage grinders.

(5) Petroleum oil, nonbiodegradable cutting oil, or products of mineral oil origin in an amount that will cause interference or pass-through.

(6) Pollutants which result in the presence of toxic gases, vapors, or fumes within the POTW in a quantity that may cause acute worker health and safety problems.

(7) Any trucked or hauled pollutants, except at discharge points designated by the POTW.

(8) Any waters or wastes having:

a. A five (5) day BOD greater than three hundred (300) parts per million by weight may result in the industrial user being assessed by a surcharge depending on frequency of exceeding expressed limits; or

b. Containing more than three hundred (300) parts per million by weight of suspended solids may result in the industrial user being assessed a surcharge depending on frequency of exceeding expressed limits; or

c. Containing more than one hundred fifty (150) parts per million by weight of fats, wax, grease, or oils, whether emulsified or not, may result in an industrial user being assessed a surcharge depending on the frequency of exceeding expressed limits; or

d. Having an average daily flow greater than five (5) percent of the sewer plant's design dry weather flow.

(b) Water or wastes controlled by subparagraph (a)(8) above shall be subject to the review of the **public works director**. Where necessary, in the opinion of the **public works director**, the owner shall provide, at his expense, such pretreatment as may be necessary to:

(1) Reduce the biochemical oxygen demand to three hundred (300) parts per million by weight; or

(2) The suspended solids to three hundred (300) parts per million by weight; or

(3) Decrease oil and grease to the acceptable limits of one hundred fifty (150) mg/l; or

(4) Control the quantities and rates of discharge of such wastes or waters.

Plans, specifications, and any other pertinent information relating to the proposed pretreatment facilities shall be submitted for the approval of the **public works director** as required in section 28.125 of this chapter, and no construction of such facilities shall be commenced until said approval is obtained in writing.

(c) The POTW is hereby authorized to develop and enforce specific limits to implement the general and specific prohibitions in 40 CFR, sections 403.5(a)(1) and 403.5(b).

The City is hereby authorized to develop and enforce specific pollutant limits to implement general and specific prohibitions mentioned in 40 CFR Part 403.5(a)(1) and 403.5(b), if deemed necessary to comply with the objectives presented in Section 28-123 of this Ordinance and to prevent pass through and interference. Technically based local limits mentioned below are specific discharge limits applicable to all Significant Industrial Users, using the City's POTW.

Pollutant	MAHL Lbs./day	MAIL Lbs./day
BOD*	10920	5308
TSS*	8904	2696

NH3	730	365
Arsenic, T	0.450	0.420
Cadmium, T	0.343	0.241
Cyanide	2.098	1.916
Chromium, T	9.883	9.795
Copper, T	13.507	12.97
Mercury, T	.0004	0.0
Molybdenum, T	0.405	0.385
Nickel, T	2.701	2.60
Selenium, T	0.540	0.520
Silver, T	6.274	6.227
Lead, T	3.720	3.619
Zinc, T	25.646	22.910

*BOD and TSS levels may be monitored by the City and extra strength surcharges may apply.

MAHL means Maximum Allowable Headworks Loading.

MAIL means Maximum Allowable Industrial Loading.

(Code 1962, § 19-208(B); Ord. No. 963, § 1, 8-1-79; Ord. No. 84-30, § 5, 8-1-84; Ord. No. 87-22, § 1, 8-5-87; Ord. No. 91-11, § 4, 6-5-91)

Sec. 28-123. Discharges public works director may prohibit or regulate.

(a) No person shall discharge or cause to be discharged the following described substances, materials, waters, or wastes if it appears likely in the opinion of the public works director that such wastes can harm the POTW, have an adverse effect on the receiving stream, result in interference or pass through, or can otherwise endanger life, limb, public property, or constitute a nuisance. In forming his opinion as to the acceptability of these wastes, the public works director will give consideration to such factors as the quantities of subject wastes in relation to flows and velocities in the sewers, materials of construction of the sewers, nature of the sewage treatment process, capacity of the sewage treatment plant, degree of treatability of wastes in the sewage treatment plant, and other pertinent factors. The substances prohibited are:

(1) Any liquid or vapor having a temperature higher than one hundred fifty (150) degrees Fahrenheit (sixty-five (65) degrees Celsius) or any wastewater having a temperature which will inhibit biological activity in the POTW resulting in interference. Under no circumstances shall wastewater have a temperature, upon introduction to the POTW treatment plant, greater than one hundred four (104) degrees Fahrenheit (forty (40) degrees Celsius), unless the approval authority, upon request of the POTW, approves alternate temperature limit.

(2) Any water or waste containing fats, wax, grease, or oils, whether emulsified or not, in excess of one hundred (100) milligrams per liter (single) or containing substances which may solidify or become viscous at temperatures between thirty-two (32) and one hundred fifty (150) degrees Fahrenheit (zero and sixty-five (65) degrees Celsius).

(3) Any garbage that has not been property shredded. The installation and operation of any garbage grinder with a motor of three-fourths horsepower (0.76 hp metric) or greater shall be subject to the review and approval of the public works director.

(4) Any waters or wastes containing strong acid iron pickling wastes, or concentrated plating solutions, whether neutralized or not.

(5) Any waters or wastes containing iron, chromium, copper, zinc, any similar objectionable or toxic substances; or wastes exerting an excessive chlorine requirement, to such degree that any such material received in the composite sewage at the sewage treatment works creates inhibition of the biological activity.

(6) Any waters or wastes containing phenols or other taste- or odor-producing substances, in such concentrations exceeding limits which may be established by the public works director as necessary, after treatment of the composite sewage, to meet the requirements of state, federal, or other public agencies of jurisdiction for such discharge to the receiving waters.

(7) Any radioactive wastes or isotopes of such half-life concentration as may exceed limits established by the public works director in compliance with applicable state or federal regulations.

(8) Any waters or wastes having a pH in excess of 10.5.

(9) Materials which exert or cause:

a. Unusual concentrations of inert suspended solids (such as, but not limited to, fuller's earth, lime slurries, and lime residues) or dissolved solids (such as, but not limited to sodium chloride or sodium sulfate);

b. Excessive discoloration (such as, but not limited to, dye wastes and vegetable tanning solutions);

c. Unusual BOD, chemical oxygen demand, or chlorine requirements released in a discharge at a flow rate and/or pollutant concentration which will cause interference with the POTW; or

d. Unusual volume flow or concentration of waste constituting "slugs," as defined herein.

(10) Waters or wastes containing substances which are not amenable to treatment or reduction by the sewage treatment processes employed, or are amenable to treatment only to such degree that the sewage treatment plant effluent cannot meet the requirements of other agencies having jurisdiction over discharge to the receiving waters.

(11) Hauled Wastewater

A. Septic tank waste may be introduced into the POTW only at locations designated by the Superintendent, and at such times as are established by the Superintendent. The Superintendent may require septic tank waste haulers to obtain individual wastewater discharge permits.

B. The Superintendent may require haulers of industrial waste to obtain individual wastewater discharge permits. The Superintendent also may prohibit the disposal of hauled industrial waste. The discharge of hauled industrial waste is subject to all other requirements of this ordinance.

C. Industrial waste haulers may discharge loads only at locations designated by the Superintendent. No load may be discharged without prior consent of the Superintendent. The Superintendent may collect samples of each hauled load to ensure compliance with applicable Standards. The Superintendent may require the industrial waste hauler to provide a waste analysis of any load prior to discharge.

D. Industrial waste haulers must provide a waste-tracking form for every load. This form shall include, at a minimum, the name and address of the industrial waste hauler, permit number, truck identification, names and addresses of sources of waste, and volume and characteristics of waste. The form shall identify the type of industry, known or suspected waste constituents, and whether any wastes are RCRA hazardous wastes.

(12) Any noxious or malodorous gas or substance capable of creating a public nuisance.

(a) If any waters or wastes are discharged or are proposed to be discharged to the POTW which waters contain the substances or possess the characteristics enumerated in subsection (b) and which, in the judgment of the public works director, may have a deleterious effect upon the POTW receiving waters, result in interference or pass through, or which otherwise create a hazard to life or constitute a public nuisance, the public works director may:

- (1) Reject the wastes;
- (2) Require pretreatment to an acceptable condition for introduction to the POTW;
- (3) Require control over the quantities and rates of introduction; and/or
- (4) Require payment to cover the added cost of handling and treating the wastes not covered by existing taxes or sewer charges.

If the public works director permits the pretreatment or equalization of waste flows, the design and installation of the plants and equipment shall be subject to the review and approval of the public works director, as required in section 28-125 of this chapter, and subject to the requirements of all applicable codes, ordinances and laws.

(Code 1962, § 19-208(D), (E); Ord. No. 963, § 1, 8-1-79; Ord. No. 84-30, § 6, 8-1-84; Ord. No. 87-22, § 2, 8-5-87; Ord. No. 91-11, § 5, 6-5-91)

Sec. 28-124. Interceptors.

Grease, oil, and sand interceptors shall be provided when, in the opinion of the public works director, they are necessary for the proper handling of liquid wastes containing grease in excessive amounts, or any flammable wastes, sand or other harmful ingredients; except that such interceptors shall not be required for private living quarters or dwelling units. All interceptors shall be of a type and capacity approved by the public works director and shall be located as to be readily and easily accessible for cleaning and inspection. Grease and oil interceptors shall be constructed of impervious materials capable of withstanding abrupt and extreme changes in temperature. They shall be of substantial construction, watertight and equipped with easily removable covers which, when bolted in place shall be gastight and watertight.

(Code 1962, § 19-208(E); Ord. No. 963, § 1, 8-1-79)

Sec. 28-125. Pretreatment facilities.

Users shall provide necessary pretreatment as required to comply with this article and shall achieve compliance with all pretreatment standards and regulations and/or categorical pretreatment standards. Any facilities required to pretreat wastewater to a level acceptable to the city shall be provided, operated and maintained at the user's expense. Detailed plans showing the pretreatment facilities shall be acceptable to the city before construction of the facility. The review of such plans and operating procedures will in no way relieve the user from the responsibility of modifying the facility as necessary to produce an effluent acceptable to the

city under the provisions of this article. Any subsequent changes in the pretreatment facilities or method of operation shall be reported to and be acceptable to the city prior to the user's initiation of the changes. In no case shall an industrial user increase the use of process water, or in any other way attempt to dilute a discharge as a partial or complete substitute for adequate treatment to achieve compliance with a pretreatment standard or requirement.

Sec. 28-126. Control manhole.

When required by the public works director, the owner of any property serviced by a building sewer carrying industrial wastes shall install a suitable control manhole together with such necessary meters and other appurtenances in the building sewer to facilitate observation, sampling, and measurement of the wastes. Such manhole, when required, shall be accessibly and safely located, and shall be constructed in accordance with plans and in a location approved by the public works director. The manhole shall be installed by the owner at his expense, and shall be maintained by him so as to be safe and accessible at all times.

(Code 1962, § 19-208(G); Ord. No. 963, § 1, 8-1-79; Ord. No. 91-11, § 7, 6-5-91)

Sec. 28-127. Analysis standards.

All measurements, tests, and analysis of the characteristics of waters and wastes to which reference is made in this article shall be performed in accordance with 40 CFR, Part 136, require the use of a laboratory certified by KDHE for analysis of all self-monitoring data or any compliance monitoring and shall be determined at the control manhole provided, or upon suitable samples taken at said control manhole. In the event that no special manhole has been required, the control manhole shall be considered to be the nearest downstream manhole in the public sewer to the point at which the building sewer is connected. Sampling shall be carried out by customarily accepted methods to reflect the effect of constituents upon the sewage works and to determine the existence of hazards to life, limb, and property. (The particular analyses involved will determine whether a twenty-four-hours composite of all outfalls of the premise is appropriate or whether a grab sample or samples should be taken. Normally, but not always, BOD and suspended solids analyses are obtained from twenty-four-hour composites of all outfalls whereas pHs are determined from periodic grab samples.)

Sample collection procedures are to be representative of the volume and nature of the discharge. All wastewater samples must be representative of the User's discharge. Wastewater monitoring and flow measurement facilities shall be properly operated, kept clean, and maintained in good working order at all times. The failure of a User to keep its monitoring facility in good working order shall not be grounds for the User to claim that sample results are unrepresentative of its discharge. User must collect wastewater samples using 24-hour flow-proportional composite sampling techniques, unless time-proportional composite sampling or grab sampling is authorized by the Superintendent. Where time-proportional composite sampling or grab sampling is authorized by the City, the samples must be representative of the discharge. Using protocols (including appropriate preservation) specified in 40 CFR Part 136 and appropriate EPA guidance, multiple grab samples collected during a 24-hour period may be composited prior to the analysis as follows: for cyanide, total phenols, and sulfides the samples may be composited in the laboratory or in the field; for volatile organics and oil and grease, the samples may be composited in the laboratory. Composite samples for other parameters unaffected by the compositing procedures as documented in approved EPA methodologies may be authorized by the City, as appropriate. In addition, grab samples may be required to show compliance with Instantaneous Limits.

Samples for oil and grease, temperature, pH, cyanide, total phenols, sulfides, and volatile organic compounds must be obtained using grab collection techniques.

For sampling required in support of baseline monitoring and 90-day compliance reports, a minimum of four (4) grab samples must be used for pH, cyanide, total phenols, oil and grease, sulfide and volatile organic compounds for facilities for which historical sampling data do not exist; for facilities for which historical sampling data are available, the Superintendent may authorize a lower minimum. For the reports required by paragraphs Section 6.4 (40 CFR 403.12(e) and 403.12(h)), the Industrial User is required to collect the number of grab samples necessary to assess and assure compliance by with applicable Pretreatment Standards and Requirements.

Permit sampling and Baseline monitoring will be arranged with the City Pretreatment Coordinator. Industries may choose to have the city sample the industrial wastewater to fulfill the permit conditions, however sampling will be done at the city personnel's convenience. If an industry chooses to complete the sampling with their own personnel and equipment, they may do so as long as sample collection follows protocol and the analysis is completed by a certified laboratory. All results must be reported to the pretreatment coordinator.

Sampling (completed either by the city or the industry) all permit requirements will be done in accordance with each industry's permit. Non-categorical industries will be sampled for each analyte on the permit at least once monthly. More samples may be collected as the city deems necessary. Parameters that are sampled for surcharge purposes (BOD and TSS) will be averaged if more than one sample per month is taken. Categorical industries will be sampled once per year as stated in each permit.

(Code 1962, § 19.208(H); Ord. No. 963, § 1, 8-1-79; Ord. No. 91-11, § 8, 6-5-91)

Sec. 28-128. Specific agreements.

No statement contained in this article shall be construed as preventing any special agreement of arrangement between the city and any industrial concern whereby an industrial waste of unusual strength of character may be accepted by the city for treatment, subject to payment therefor, by the industrial concern, provided that no such agreement may act to waive national categorical pretreatment standards or other federal requirements.

(Code 1962, § 19-208(I); Ord. No. 963, § 1, 8-1-79; Ord. No. 91-11, § 9, 6-5-91)

Sec. 28-129. Accidental discharge prevention and reporting procedures.

Each user, subject to the requirements of this article, shall provide protection from accidental discharge of prohibited materials or other substances required by this article. Facilities to prevent accidental discharge of prohibited materials shall be provided and maintained at the user's own cost and expense. Detailed plans, if required by the public works director, showing the facilities and operating procedures to provide this protection shall be submitted to the city for review and shall be approved by the city before construction of the facility. Review and approval of such plans and operating procedures shall not relieve the industrial user from the responsibility to modify the user's facility as necessary to meet the requirements of this article. In the case of an accidental discharge, it is the responsibility of the user to immediately notify the public works director of the incident. The notification shall include location of discharge, type of waste, concentration, volume and corrective actions.

(a) Within ten (10) working days following an accidental discharge, the user shall submit to the public works director a detailed written report describing the cause of the discharge and the measures to be taken by the user to prevent similar future occurrences. Such notification shall not relieve the user of any expense, loss, damage or other liability which may be incurred as a result of damage to the POTW, fish kills or other damage to person or property; nor shall such notification relieve the user of any fines, civil penalties or other liability which may be imposed by this article or other applicable law.

(b) A notice shall be permanently posted on the user's bulletin board or any other prominent place advising employees whom to call in the event of a dangerous discharge. Employers shall ensure that all employees who may cause or suffer such a dangerous discharge to occur are advised of the emergency notification procedure.

(Ord. No. 84-30, § 8, 8-1-84; Ord. No. 91-11, § 10, 6-5-91)

Sec. 28-130. Industrial waste discharge permit.

Any industrial user subject to categorical pretreatment standards and/or pretreatment standards or requirements shall comply with section 28-122 and section 28-123 of the Code and all applicable federal pretreatment standards and amendments. In addition, the public works director's office requires an industrial waste discharge permit for industrial users as follows:

- (a) *Permits.* All such industrial users proposing to connect to or discharge into a public sewer must obtain an industrial waste discharge permit before connecting to or discharging into a public sewer. All existing industrial users connected to or discharging into a public sewer must apply for an industrial waste discharge permit within thirty (30) days after the effective date of this section if one has not already been issued.
- (b) *Permit Contents.* An individual wastewater discharge permit shall include such conditions as are deemed reasonably necessary by the Superintendent to prevent Pass Through or Interference, protect the quality of the water body receiving the treatment plant's effluent, protect worker health and safety, facilitate sludge management and disposal, and protect against damage to the POTW.

A. Individual wastewater discharge permits must contain:

- (1) A statement that indicates the wastewater discharge permit issuance date, expiration date and effective date;
- (2) A statement that the wastewater discharge permit is nontransferable without prior notification to [the City] and provisions for furnishing the new owner or operator with a copy of the existing wastewater discharge permit;
- (3) Effluent limits based on applicable Pretreatment Standards;
- (4) Self-monitoring, sampling, reporting, notification, and record-keeping requirements. These requirements shall include an identification of pollutants to be monitored, sampling location, sampling frequency, and sample type based on Federal, State, and local law.
- (5) The process for seeking a waiver from monitoring for a pollutant neither present nor expected to be present in the Discharge

(6) A statement of applicable civil and criminal penalties for violation of Pretreatment Standards and Requirements, and any applicable compliance schedule. Such schedule may not extend the time for compliance beyond that required by applicable Federal, State, or local law.

(7) Requirements to control Slug Discharge, if determined by the Superintendent to be necessary.

(8) Any grant of the monitoring waiver by the Superintendent must be included as a condition in the User's permit.

B. Individual wastewater discharge permits may contain, but need not be limited to, the following conditions:

(1) Limits on the average and/or maximum rate of discharge, time of discharge, and/or requirements for flow regulation and equalization;

(2) Requirements for the installation of pretreatment technology, pollution control, or construction of appropriate containment devices, designed to reduce, eliminate, or prevent the introduction of pollutants into the treatment works;

(3) Requirements for the development and implementation of spill control plans or other special conditions including management practices necessary to adequately prevent accidental, unanticipated, or nonroutine discharges;

(4) Development and implementation of waste minimization plans to reduce the amount of pollutants discharged to the POTW;

(5) The unit charge or schedule of User charges and fees for the management of the wastewater discharged to the POTW;

(6) Requirements for installation and maintenance of inspection and sampling facilities and equipment, including flow measurement devices;

(7) A statement that compliance with the individual wastewater discharge permit not relieve the permittee of responsibility for compliance with all applicable Federal and State Pretreatment Standards, including those which become effective during the term of the individual wastewater discharge permit and

(8) Other conditions as deemed appropriate by the Superintendent to ensure compliance with this ordinance, and State and Federal laws, rules, and regulations.

(c) *Permit application.* Users seeking an industrial waste discharge permit shall complete and file with the city an application in the form prescribed by the public work director. The applicant may be required to submit, in units and terms appropriate for evaluation, the following information:

(1) Name, address and standard industrial classification number of applicant;

(2) Volume of wastewater to be discharged;

(3) Wastewater constituents and characteristics including but not limited to those mentioned in section 28-122 and/or section 28-123 as determined by a certified laboratory approved by the State of Kansas;

- (4) Time and duration of discharge;
- (5) Average and thirty-minute peak wastewater flow rates, including daily, monthly and seasonal variations; if any;
- (6) Description of activities, facilities and plant process on the premises including all materials, processes and types of materials which are or could be discharged;
- (7) Permit application must be signed and certified by a duly authorized representative.
- (8) Any other information as may be deemed by the public works director to be necessary to evaluate the permit application.

The public works director will evaluate the data furnished by the user and may require additional information. After evaluation and acceptance of the data furnished, an on-site inspection of the waste discharge system, other systems relating to the waste discharge system, treatment systems, and other related areas of the facility may be required. The public works director may require a compliance schedule or graduated timetable for improvements or installation of equipment for obtaining better wastewater quality or achieving established standards. The standards, schedules or timetables may be stated specifically in the permit or a separate written agreement between the city and the user. Failure to meet the standards, schedules or timetables stated therein can result in immediate revocation of permit.

(d) *Permit conditions.* Industrial waste discharge permits shall be subject to all provisions of this article and all other regulations, user charges and fees established by the city. The conditions of the permits shall be uniformly enforced by the public works director in accordance with this article, the City Code, and applicable state regulations and federal pretreatment standards or categorical pretreatment standards. In the event of conflict between local, state or federal regulations, the most stringent regulations shall be enforced by the public works director.

(1) *Duration of permits.* Permits shall be issued or reissued for a specific time period not to exceed five (5) years from the effective date of the permit. The user shall pay a minimum of one permit fee prior to issue or reissue of a permit. The public works director may set up a one-time pro rata billing on each user in order to establish a specific annual billing date for all permit holders. Unless the user chooses to pay more than a one-year permit fee at the time of issue or reissue, the user shall be billed annually. Each individual wastewater discharge permit will indicate a specific date upon which it will expire. The city shall notify the user at least thirty (30) days prior to expiration of the permit. The terms and conditions of the permit may be subject to modification and change by the city during the life of the permit as limitations or requirements are modified and changed. The user shall be informed of any proposed changes in his permit at least thirty (30) days prior to the effective date of the change. Any changes or new conditions in the permit shall include a reasonable time schedule for compliance.

(2) *Transfer of permit.* Industrial waste discharge permits are issued to a specific user for a specific operation. The permit shall not be reassigned, transferred, nor sold to a new owner, new user, different premises or a new or changed operation without the approval of the public works director.

(3) *Suspension of permit.* Any user who violates any of the following conditions, conditions of the permit or of this article or applicable state regulations and federal pretreatment standards or categorical pretreatment standards is subject to having his permit suspended:

- (a) Failure of the user to factually report the wastewater constituents and characteristics of his discharge;
- (b) Failure of the user to report significant changes in operations or wastewater constituents and characteristics;
- (c) Failure of the user to obtain prior approval of the public works director before changing or modifying its discharge;
- (d) Refusal of reasonable access to the user's premises for the purpose of inspection or monitoring; or,
- (e) Violation of conditions of the permit.
- (f) Falsifying self-monitoring reports and certification statements;

If an industrial user's permit is suspended, that user will be considered to be in violation of this section. Violators will be subject to the enforcement process outlines in section 28-72.

(e) *Permit fee.* An industrial waste discharge permit fee will be collected annually from all permittees at the time of permit issuance or renewal. Fees shall be based on the city's costs of operating the city's pretreatment program. Costs may include issuance of permits, inspection of facilities, sampling and testing and operation of the city's wastewater laboratory and salaries of personnel. Users may also be assessed an additional fee to cover the costs of monitoring their waste stream for compliance with this article following a violation.

(f) No industrial user shall discharge into a POTW without first obtaining a permit as provided by this section. The city reserves the right to deny or condition new or increased contributions of pollutants, or changes in the nature of pollutants, to the POTW by industrial users where such contributions do not meet applicable pretreatment standards and requirements or where such contributions would cause the POTW to violate its NPDES permit.

(Ord. No. 84-30, § 9, 8-1-84; Ord. No. 87-22, § 3, 8-5-87; Ord. No. 91-11, § 11, 6-5-91)

Sec. 28-131. Reporting requirements.

(a) *Generally.* After the effective date of a categorical pretreatment standard or after a final administrative decision made upon a category determination submission for a particular industrial subcategory, the federal standard, if more stringent than limitations imposed under this article for sources in that subcategory, shall immediately supersede any limitations imposed under this article. The public works director shall notify all affected users of the applicable reporting requirements under 40 CFR Section 403.12. Such users are required to submit reports as required by said section including, without limitation:

- (1) Baseline monitoring reports (BMRs) (403.12(b));
- (2) Compliance schedule progress reports (403.12(c));
- (3) Reports on compliance with categorical deadline (403.12(d));
- (4) Periodic compliance report (403.12(e));
- (5) Notice of changed discharge (403.12(j)); and
- (6) Reports from noncategorical industrial users (403.12(h)).

(b) *Reports signed by a duly authorized representative.* Permit applications, BMRs, ninety-day compliance reports, and periodic reports on continued compliance must be signed by a duly authorized representative of the industrial user. For the purposes of this paragraph a duly authorized representative means:

(1) By a responsible corporate officer, if the industrial user submitting the reports required is a corporation. A responsible corporate officer means:

a. A president, secretary, treasurer, or vice president of the corporation in charge of a principal business function, or any other person who performs similar policy or decision-making functions for the corporation, or

(2) By a general partner or proprietor if the industrial user submitting the reports required is a partnership or sole proprietorship respectively.

(3) By a duly authorized representative of the individual designated in (b)(1) or (b)(2) of this section if:

a. The authorization is made in writing by the individual described in paragraphs (b)(1) or (b)(2);

b. The authorization specifies either an individual or a position having responsibility for the overall operation of the facility from which the industrial discharge originates, such as the position of plant manager, operator of a well, or well field superintendent, or a position of equivalent responsibility, or having overall responsibility for environmental matters for the company; and

c. The written authorization is submitted to the control authority.

(4) If an authorization under paragraph (b)(3) of this section is no longer accurate because a different individual or position has responsibility for the overall operation of the facility, or overall responsibility for environmental matters for the company, a new authorization satisfying the requirements of paragraph (b)(3) of this section must be submitted to the control authority prior to or together with any reports to be signed by an authorized representative.

(5) If the User is a Federal, State, or local governmental facility: a director or highest official appointed or designated to oversee the operation and performance of the activities of the government facility, or their designee.

(c) *Certification.* All permit applications, BMRs, ninety-day compliance reports, and periodic reports on continued compliance shall contain and the person signing the report shall make the following certification:

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

(d) *Reports of monitoring activities.*

(1) Any industrial user subject to the reporting requirements established in this section shall maintain records of all information resulting from any monitoring activities required by this section. Such records shall include for all sample:

- a. The date, exact place, method, and time of sampling and the names of the person or persons taking the samples;
- b. The date analyses were performed;
- c. Who performed the analyses;
- d. The analytical techniques/methods used; and
- e. The results of such analyses.

(2) Any industrial user subject to the reporting requirements established in this section shall be required to retain for a minimum of three (3) years, any records of monitoring activities and results (whether or not such monitoring activities are required by this section) and shall make such records available for inspection and copying by the director, the regional administrator, and the POTW. This period of retention shall be extended during the course of any unresolved litigation regarding the industrial user or POTW or when requested by the director or the regional administrator.

(3) If a User subject to the reporting requirement in this section monitors any regulated pollutant at the appropriate sampling location more frequently than required by the Superintendent, using the procedures prescribed in Section 6.11 of this ordinance, the results of this monitoring shall be included in the report.

(e) *Notification of article violation.* Any industrial user must notify the POTW if sampling performed by the industrial user indicates a violation of this article, any categorical pretreatment standard and/or pretreatment standard or requirement, or any other requirement under federal, state or local law within twenty-four (24) hours of becoming aware of the violation. The industrial user shall also repeat the sampling and submit the results to the control authority within thirty (30) days after becoming aware of the violation.

(f) *Availability of reports to officials.* All records relating to compliance with pretreatment standards shall be made available to officials of the EPA or KDHE upon their request.

(g) *Reports of hazardous waste.*

(1) The industrial user shall notify the POTW, the EPA regional waste division director, and state hazardous waste authorities in writing of any discharge in the POTW of a substance, which, if otherwise disposed of, would be a hazardous waste under 40 CFR, Part 261. Such notification must include the name of the hazardous waste as set forth in 40 CFR, Part 261, the EPA hazardous waste number, and the type of discharge (continuous batch, or other). If the industrial user discharges more than one hundred (100) kilograms of such waste per calendar month to the POTW, the notification shall also contain the following information to the extent that such information is known and readily available to the industrial user: An identification of the hazardous constituents contained in the wastes, an estimation of the mass and concentration of such constituents in the waste stream discharged during that calendar month, and an estimation of the mass of constituents in the waste stream expected to be discharged during the following twelve (12) months. All notifications must take place within one hundred eighty (180) days of July 24, 1990, the effective date of this rule. Industrial users who commence discharging after the effective date of this rule shall provide the notification no later than one hundred eighty (180) days after the discharge of the listed or characteristic hazardous waste. Any notification under

this paragraph need be submitted only once for each hazardous waste discharged. However, notifications of changed discharges must be submitted under 40 CFR, Section 403.12(j). The notification requirement in this section does not apply to pollutants already reported under the self monitoring requirements of 40 CFR, Section 403.12(b), (d), and (e).

(2) Dischargers are exempt from the requirements of this subsection during a calendar month in which they discharge no more than fifteen (15) kilograms of hazardous wastes, unless the wastes are acute hazardous wastes as specified in 40 CFR, Sections 261.30(d) and 261.33(e). Discharge of more than fifteen (15) kilograms of nonacute hazardous wastes in a calendar month, or of any quantity of acute hazardous wastes requires a one-time notification. Subsequent months during which the industrial user discharges more than such quantities of any hazardous waste do not require additional notification.

(3) In the case of any new regulations under section 3001 of RCRA identifying additional characteristics of hazardous waste or listing any additional substance as a hazardous waste the industrial user must notify the POTW, the EPA regional waste division director, and state hazardous waste authorities of the discharge of such substance within ninety (90) days of the effective date of such regulations.

(4) In the case of any notification made under this section, the industrial user shall certify that it has a program in place to reduce the volume and toxicity of hazardous wastes generated to the degree it has determined to be economically practical.

(h) Certification of Pollutants Not Present

Users that have an approved monitoring waiver must certify on each report with the following statement that there has been no increase in the pollutant in its waste stream due to activities of the User.

Based on my inquiry of the person or persons directly responsible for managing compliance with the Pretreatment Standard for 40 CFR I certify that, to the best of my knowledge and belief, there has been no increase in the level of _____ [list pollutant(s)] in the wastewaters due to the activities at the facility since filing of the last periodic report.

The City may authorize an Industrial User subject to a categorical Pretreatment Standard to forego sampling of a pollutant regulated by a categorical Pretreatment Standard if the Industrial User has demonstrated through sampling and other technical factors that the pollutant is neither present nor expected to be present in the Discharge, or is present only at background levels from intake water and without any increase in the pollutant due to activities of the Industrial User. [see 40 CFR 403.12(e)(2)] This authorization is subject to the following conditions:

(1) The waiver may be authorized where a pollutant is determined to be present solely due to sanitary wastewater discharged from the facility provided that the sanitary wastewater is not regulated by an applicable categorical Standard and otherwise includes no process wastewater.

(2) The monitoring waiver is valid only for the duration of the effective period of the individual wastewater discharge permit, but in no case longer than 5 years. The User must submit a new request for the waiver before the waiver can be granted for each subsequent individual wastewater discharge permit.

(3) In making a demonstration that a pollutant is not present, the Industrial User must provide data from at least one sampling of the facility's process wastewater prior to any treatment present at the facility that is representative of all wastewater from all processes.

(4) The request for a monitoring waiver must be signed in accordance with Section 1.4C, and include the certification statement in 6.14 A (40 CFR 403.6(a)(2)(ii)).

(5) Non-detectable sample results may be used only as a demonstration that a pollutant is not present if the EPA approved method from 40 CFR Part 136 with the lowest minimum detection level for that pollutant was used in the analysis.

(6) Any grant of the monitoring waiver by the Superintendent must be included as a condition in the User's permit. The reasons supporting the waiver and any information submitted by the User in its request for the waiver must be maintained by the Superintendent for 3 years after expiration of the waiver.

(i) *Availability of reports to public and other governmental agencies.* Except as provided in paragraph (f) of this section, information and data on a user obtained from reports, questionnaires, permit applications, permits and monitoring programs and from inspections shall be available to the public and other governmental agencies without restriction unless the user specifically requests and is able to demonstrate to the satisfaction of the city that the release of such information would divulge information, processes or methods of production entitled to protection as trade secrets of the user. When requested by the person furnishing a report, the portions of a report which might disclose trade secrets or secret processes shall not be made available for inspection by the public but shall be made available to other governmental agencies upon written request for uses related to this article, the NPDES permit, the pretreatment programs or for use by the state or any state agency in judicial review or enforcement proceedings involving the person furnishing the report. Wastewater constituents and characteristics will not be recognized as confidential information. Information, accepted by the city as confidential, shall not be transmitted to the general public or any governmental agency (other than KDHE or EPA as set forth in paragraph (f)) until or unless a ten-day notification is given to the user.

(Ord. No. 84-39, § 10, 8-1-84; Ord. No. 91-11, § 12, 6-5-91)

Sec. 28-132. Bypass.

(a) Definitions.

(1) *Bypass* means the intentional diversion of waste streams from any portion of an industrial user's treatment facility.

(2) *Severe property damage* means substantial physical damage to property, damage to the treatment facilities which causes them to become inoperable, or substantial and permanent loss of natural resources which can reasonably be expected to occur in the absence of a bypass. Severe property damage does not mean economic loss caused by delays in production.

(b) *Bypass not violating applicable pretreatment standards or requirements.* An industrial user may allow any bypass to occur which does not cause pretreatment standards or requirements to be violated, but only if it also is for essential maintenance to assure efficient operation. These bypasses are not subject to the provisions of paragraph (c) and (d) of this section.

(c) Notice.

(1) If an industrial user knows in advance of the need for a bypass, it shall submit prior notice to the control authority, if possible at least ten (10) days before the date of the bypass.

(2) An industrial user shall submit oral notice of an unanticipated bypass that exceeds applicable pretreatment standards to the control authority within twenty-four (24) hours from the time the industrial user becomes aware of the bypass. The written submission shall contain a description of the bypass and its cause; the duration of the bypass, including exact dates and times, and, if the bypass has not been corrected, the anticipated time it is expected to continue; and steps taken or planned to reduce, eliminate and prevent reoccurrence of the bypass. The control authority may waive the written report on a case-by-case basis if the oral report has been received within twenty-four (24) hours.

(d) *Prohibition of bypass.*

(1) Bypass is prohibited, and the control authority may take enforcement action against an industrial user for a bypass, unless:

a. Bypass was unavoidable to prevent loss of life, personal injury, or severe property damage;

b. There were no feasible alternatives to the bypass, such as the use of auxiliary treatment facilities, retention of untreated wastes, or maintenance during normal periods of equipment downtime. This condition is not satisfied if adequate back-up equipment should have been installed in the exercise of reasonable engineering judgment to prevent a bypass which occurred during normal periods of equipment downtime or preventative maintenance; and

c. The industrial user submitted notices as required under paragraph (c) of this section.

(2) The control authority may approve an anticipated bypass, after considering its adverse effects, if the control authority determines that it will meet the three (3) conditions listed in paragraph (d)(1) of this section.

(Ord. No. 91-11, § 13, 6-5-91)

Sec. 28-133. Upset provision.

(a) *Definition.* For the purposes of this section, "upset" means an exceptional incident in which there is unintentional and temporary noncompliance with categorical pretreatment standards because of factors beyond the reasonable control of the industrial user. An upset does not include noncompliance to the extent caused by operational error, improperly designed treatment facilities, inadequate treatment facilities, lack of preventive maintenance, or careless or improper operation.

(b) *Effect of an upset.* An upset shall constitute an affirmative defense to an action brought for noncompliance with categorical pretreatment standards if the requirements of paragraph (c) are met.

(c) *Conditions necessary for a demonstration of upset.* An industrial user who wishes to establish the affirmative defense of upset shall demonstrate, through properly signed, contemporaneous operative logs, or other relevant evidence that:

(1) An upset occurred and the industrial user can identify the cause(s) of the upset.

(2) The facility was at the time being operated in a prudent and workmanlike manner and in compliance with applicable operation and maintenance procedures.

(3) The industrial user has submitted the following information to the POTW and control authority within twenty-four (24) hours of becoming aware of the upset (if this information is provided orally, a written submission must be provided within five (5) days):

- a. A description of the indirect discharge and cause of noncompliance.
- b. The period of noncompliance, including exact dates and times or, if not corrected, the anticipated time the noncompliance is expected to continue.
- c. Steps being taken and/or planned to reduce, eliminate and prevent recurrence of the noncompliance.
- (d) *Burden of proof.* In any enforcement proceeding the industrial user seeking to establish the occurrence of an upset shall have the burden of proof.
- (e) *Reviewability of agency consideration of claims of upset.* In the usual exercise of prosecutorial discretion, agency enforcement personnel should review any claims that noncompliance was caused by an upset. No determinations made in the course of the review constitute final agency action subject to judicial review. Industrial users will have the opportunity for a judicial determination on any claim of upset only in an enforcement action brought for non-compliance with categorical pretreatment standards.
- (f) *User responsibility in case of upset.* The industrial user shall control production or all discharges to the extent necessary to maintain compliance with categorical pretreatment standards upon reduction, loss, or failure of its treatment facility until the facility is restored or an alternative method of treatment is provided. This requirement applies in the situation where, among other things, the primary source of power of the treatment facility is reduced, lost or fails. (Ord. 91-11, § 14, 6-5-1991)

Sec. 28-134. Spill Control Plan:

The control authority shall inspect and sample the effluent from each significant industrial user at least once a year. Additionally, the control authority shall evaluate, at least once every two (2) years, whether each such significant industrial user needs to **submit a spill control plan**. The results of such activities shall be available to the approval authority upon request. If the POTW decides that a **spill** control plan is needed, the significant industrial user shall prepare, subject to the approval of the control authority, and implement the plan and it shall contain, at a minimum, the following elements:

- (1) Description of discharge practices, including nonroutine batch discharges;
- (2) Description of any stored chemicals;
- (3) Procedures for immediately notifying the POTW of slug discharges, including any discharge that would violate a prohibition under 40 CFR section 403.5(b), with procedures for follow up written notification within five (5) days;
- (4) If necessary, procedures to prevent adverse impact from accidental spills, including inspection and maintenance of storage areas, handling and transfer of materials, loading and unloading operations, control of plant site runoff, worker training, building of containment structures or equipment, measures for containing toxic organic pollutants (including solvents) and/or measures and equipment for emergency response. (Ord. 91-11, § 15, 6-5-1991)
- (5) **Reports of Changed Conditions.** Each User must notify the Superintendent of any significant changes to the User's operations or system which might alter the nature, quality, or volume of its wastewater at least 30 days before the change.

A. The Superintendent may require the User to submit such information as may be deemed necessary to evaluate the changed condition, including the submission of an updated wastewater discharge permit application.

B. The Superintendent may issue an individual wastewater discharge permit or modify an existing wastewater discharge permit in response to changed conditions or anticipated changed conditions.

C. Significant Industrial Users are required to notify the Superintendent immediately of any changes at its facility affecting the potential for a Slug Discharge.

Secs. 28-135–28-140. Reserved:

DIVISION 5. USER CHARGES

Sec. 28-141. Levied:

There is hereby levied on all persons using the wastewater collection and treatment system of the city a schedule of charges provided in this division. (1962 Code § 19-301; Ord. 963, § 1, 8-1-1979)

Sec. 28-142. Classification Of Users:

All users of the wastewater treatment and collection system of the city are hereby classified in the following manner:

(1) *Residential*: Any premises served upon which is located a structure housing one family and which has metered water consumption supplied by an approved water meter.

(2) *Multifamily*: Any premises designed for occupation by more than one family.

(3) *Educational, Religious, Public and Charitable*:

a. Public and parochial schools, colleges, and universities;

b. Churches;

c. Public buildings and lands which are declared by the director of revenue and taxation of the state to be exempt from the payment of ad valorem taxes;

d. Charitable institutions which are declared by the director of revenue and taxation of the state to be exempt from the payment of ad valorem taxes.

(4) *Commercial and Industrial*: All users other than those above classified which have metered water consumption.

(5) *Other*: All users other than those above classified who do not have metered water consumption. Such users will be charged by contract with the city in a manner both adequate to the operation, maintenance and replacement needs of the wastewater system and proportional to other users. (1962 Code § 19-303; Ord. 963, § 1, 8-1-1979; Ord. 20-27, § 2, 9-16-2020)

Sec. 28-143. Service Charge Established:

Monthly sewer service charges based on meter size and the amount of water used in or on the premises as the same is measured by a water meter or meters are hereby established subject to the exceptions provided. All meters must be approved by the city manager in accordance with standards adopted by the governing body.

Multiple-Dwelling Units. Any premises equipped or built to be occupied as a duplex, apartment house or by other multiple-dwelling units, or occupied in conjunction with a commercial building or other building and which receives sewer service from a single meter shall pay the monthly sewer service charge for on dwelling unit based on the size of meter installed plus an additional service charge for each additional dwelling unit at a rate equivalent to the 5/8 inch meter rate in Sec. 28-144, as may be amended from time to time. (1962 Code § 19-304; Ord. 963, § 1, 8-1-1979; Ord. 20-27, § 3, 9-16-2020)

Sec. 28-144. Schedule Of Charges:

The following schedule of charges, which includes a portion designated as the user charges, will be implemented. The user charge portion is to be for the payment of costs of operation and maintenance (including replacement) of the wastewater collection and treatment system.

(1) *Monthly Service Charge:* A monthly service charge for all metered users is established as follows:

Meter Size (Inches)	Inside City	Outside City
5/8	\$ 22.85	\$ 45.70
3/4	23.39	46.77
1	23.70	47.40
1 1/2	24.62	49.24
2	32.05	64.10
3	47.77	95.56
4	68.45	136.89
6	122.33	244.68
8	193.30	386.61
10	286.87	573.72

Exception: Those single-family residences with meters larger than five-eighths inch (5/8") will be charged at the five-eighths inch (5/8") rate.

(2) *Residential Metered Quantity Charge:* Additional quantity charges for the residential classification, as defined in section 28-142 of this chapter, shall be based upon the average monthly billable water usage during the months of January through March, at the following rates:

Inside City	Outside City
\$4.44 per 1,000 gallons	\$8.88 per 1,000 gallons

All residential users for which an average cannot be established from usage for January through March shall be billed on the basis of eighty five percent (85%) of their monthly usage of water until such average can be established.

(3) *Metered Quantity Charge For All Classifications Except Residential:* Additional quantity charges for all classifications except residential shall be based upon one hundred percent (100%) of metered water usage, except as provided for in section 28-150 of this chapter, at the following rates:

Inside City	Outside City
\$4.44 per 1,000 gallons	\$8.88 per 1,000 gallons

(1962 Code § 19-305; Ord. 963, § 1, 8-1-1979; Ord. 974, § 1, 10-3-1979; Ord. 1082, § 1, 2-3-1982; Ord. 86-3, § 1, 3-5-1986; Ord. 90-10, § 1, 5-16-1990; Ord. 98-1, § 1, 1-7-1998; Ord. 01-03, § 1, 1-17-2001; Ord. 03-34, § 1, 10-15-2003; Ord. 05-11, § 1, 3-16-2005; Ord. 07-08, § 1, 4-18-2007; Ord. 16-43, 11-2-2016; Ord. 17-48, § 1, 12-20-2017; Ord. 18-40, § 1, 11-7-2018; Ord. 19-29, § 1, 11-6-2019)

Sec. 28-145. User Charge Rate Review:

The user charge portion of the rate structure will be reviewed at least annually to accomplish the following:

(1) Ensure that the extant user charge rate is adequate to cover operation, maintenance and replacement costs.

(2) Ensure that operation, maintenance, and replacement costs are being distributed proportionally among users and user classes. (1962 Code § 19-306; Ord. 963, § 1, 8-1-1979)

Sec. 28-146. Excess Revenue:

Any excess revenue collected from a class of users shall be applied to the costs of operation, maintenance, and replacement needs attributable to that class for the next year. The next year's rate shall be adjusted accordingly. (1962 Code § 19-307; Ord. 963, § 1, 8-1-1979)

Sec. 28-147. Increased Costs:

Any user which discharges any toxic pollutants which cause an increase in operation, maintenance, and replacement costs shall pay for such increased costs. (1962 Code § 19-308; Ord. 963, § 1, 8-1-1979)

Sec. 28-148. User Notification:

The city shall notify each user annually with a regular bill of the rate and that part of the user charge attributable to wastewater treatment services. (1962 Code § 19-309; Ord. 963, § 1, 8-1-1979)

Sec. 28-149. Extra Strength Surcharge:

An extra strength surcharge is hereby established for those nonresidential users who produce sewage with a BOD index above 300 or an SS index above 300, in accordance with the following formula:

S =	$V_s \times 8.34 [\$0.090930 (\text{SS}-300) + \$0.083980 (\text{BOD}-300)]$
Wherein the following definitions apply:	
S =	Surcharge in dollars monthly
$V_s =$	Sewage volume in million gallons per month
8.34 =	Pounds per gallon of water
$\$0.083980 =$	Unit charge for BOD in dollars per pound
BOD =	Biochemical oxygen demand five (5) day strength index in milligrams per liter by weight
300 =	Normal BOD strength in milligrams per liter by weight
$\$0.090930 =$	Unit charge for SS in dollars per pound
SS =	Suspended solids strength index in milligrams per liter by weight

Revenue received from the user charge portion of the extra strength surcharge shall be deposited in the sewer fund and utilized in the same manner as other operation and maintenance funds.

Revenue received from the capital charge portion of the extra strength surcharge shall be deposited in the sewer fund and administered in the same manner as other capital charge revenue. (1962 Code, § 19-310; Ord. 963, § 1, 8-1-1979; Ord. 974, § 2, 10-3-1979; Ord. 1082, § 1, 2-3-1982; Ord. 99-2, § 1, 1-20-1999; Ord. 00-06, § 1, 1-5-2000; Ord. 01-04, § 1, 1-17-2001)

Sec. 28-150. Exception To Scheduled Charges:

Exceptions to scheduled charges shall be as follows:

(1) If the owner or party to whom the sewer charges are made alleges a portion of the water used does not enter the city's wastewater system, they may request a special billing under the following conditions:

- a. By making a written request for special billing to the public works director or the city clerk and the payment of a one hundred dollar (\$100.00) annual special billing fee; and
- b. The installation of a separate city-approved meter installed and maintained by the user at the user's expense; or by auditable records approved by the public works director and kept and maintained by such user at the user's expense and filed with the public works director at such interval as the city may require for his inspection and use in determining the amount of wastewater actually discharged.
- c. A third party calibration shall be performed annually, and the results submitted to the city.

- d. The user shall submit monthly readings, with photo of meter reading, to the city's finance director and allow city staff to verify reading semi-annually.

The quantity charges for such premises, including, to the extent applicable, the volume component under the formula established under section 28-149 of this division, shall be based on the amount of such water which is actually discharged into the city's wastewater collection and treatment system, provided the wastewater is not being improperly disposed of in some manner.

(2) If the amount of water actually discharged into the city's wastewater collection system is at least ten percent (10%) less than the amount of water usage, the city manager or his designee shall have the right to waive any fees and expense reimbursement established under subsection (1) of this section. No differentiation between the amount of water usage and the discharge into the wastewater collection system shall entitle the user to any rebate of scheduled charges or surcharges it being the responsibility of the user to request any exception to the charge calculations.

(3) Water, as measured by separate meter and used only for the operation of lawn sprinkling systems on the premises and from which no other outlet is provided, shall not be included in the determination of wastewater collection and treatment charges for the premises. (1962 Code, § 19-311; Ord. 963, § 1, 8-1-1979; Ord. 98-20, § 1, 7-1-1998)

Sec. 28-151. Water From Other Sources:

If on any premises, except those classified residential, which is connected to the wastewater and treatment system of the city, water is obtained from a source other than the city's water system, then the charge to be made against such premises shall be based on the aggregate quantity of water received on the premises from the city's water supply and all other sources as established by separate approved meter installed by such user at his own expense or by other city-approved records kept and maintained by such user and open to inspection by a city representative. (1962 Code, § 19-312; Ord. 963, § 1, 8-1-1979)

Sec. 28-152. Billing Procedures; Discontinuance Of Services:

Bills for the service charges for the use of the wastewater collection and treatment system by a premises shall be rendered to the person or legal entity designated by the owner, his agent, tenant or occupant to receive the water bill. The bills for the service charges for the use of the wastewater collection and treatment system shall be rendered monthly and the due date to pay such bills shall be the same as the date for the water bill rendered to the name and address designated for such premises. When any bill is ten (10) days in default, rendition of water service to such premises shall be discontinued until such bill is paid following the due notice and opportunity for hearing. When a premises is not connected with the city water system and therefore no water bill is rendered, the bill for service charges for the use of the wastewater collection treatment system shall be rendered monthly and shall be payable each month on or before thirty (30) days after the date shown on the statement, and failure to pay said bill shall be a lien upon premises so served in accordance with section 28-153 of this division. The city clerk shall have authority to make corrections or refunds of overpayment on service bills due to errors in metering, billing, or in receiving payment, but shall have no authority to remit or diminish bills for any other reason. (1962 Code, § 19-313; Ord. 963, § 1, 8-1-1979)

Sec. 28-153. Lien For Unpaid Charges:

In the event such charges for the use of the wastewater collection and treatment system are not paid within the time and in the manner as by this article provided, the city clerk shall certify to the county clerk the legal description of the real property enjoying the use of the wastewater collection and treatment system together with the amount of such charge or charges remaining unpaid. Such amount shall be placed on the tax roll for collection, subject to the same penalties and collected in like manner as other taxes are by law collectible, and shall become a lien upon the real property so served. (1962 Code, § 19-302; Ord. 963, § 1, 8-1-1979)

Sec. 28-154. Pretreatment Program Implementation Fees:

Applicable charges or fees shall be set forth in the city's industrial waste discharge permit fee. The city may adopt the following charges and fees, if required, to recover the costs of implementation of the pretreatment program:

- (1) Fees for monitoring, inspections and surveillance procedures.
- (2) Fees for reviewing accidental discharge construction and procedures.
- (3) Fees for permit.
- (4) Fees for filing appeals. (Ord. 84-30, § 11, 8-1-1984; Ord. 87-22, § 4, 8-5-1987)

Secs. 28-155–28-165. Reserved:

DIVISION 6. OTHER FINANCIAL MATTERS

Sec. 28-166. Creation Of Funds:

(a) There is hereby created and ordered to be established in the treasury of the city two (2) separate funds designated as the "Sewer Fund" and the "Sewer Bond Reserve Fund". All of the revenues derived by the city from the operations of its sewer system, including all revenues from improvements, extensions, and enlargements, and extra strength surcharge payments shall be paid and deposited in the "Sewer Fund" and said revenues will not be mingled with other funds of the city and shall be administered and used solely as herein provided.

(b) The "sewer fund" shall be used for the purposes of operating, maintaining, and replacing the sewer system of the city. It shall be supported by the user charge portion of the rate schedule.

(c) The "sewer bond reserve fund" shall be used for the purposes outlined in the bond covenants of Ordinance Number 892. It shall be supported by the capital charge portion of the rate schedule.

(Code 1962, § 19-401; Ord. No. 963, § 1, 8-1-79)

Sec. 28-167. Sewer fund accounts.

(a) There are hereby created within the sewer fund the following separate accounts to be known respectively as follows:

(1) *Commercial and general*: This activity includes the administration, billing and accounting of sewer revenues and expenditures.

(2) *Sewage collection and maintenance*: This activity includes the cleaning and maintenance of sewer laterals and lift stations.

(3) *Sewage treatment*: This activity provides for the operation and maintenance of the wastewater treatment plant.

(4) *Capital outlay (replacement)*: This activity provides for capital improvements to the wastewater treatment plant and sewer system, including lift stations.

Separate accounts, placed into non-lapsing replacement accounts shall be established for the treatment plant and the sewer system. Initially, the minimum annual amounts placed into these accounts are, respectively, twenty five thousand five hundred dollars (\$25,500.00) for the treatment plant, and six thousand two hundred dollars (\$6,200.00) for the sewer system. These amounts shall be reviewed annually and adjusted accordingly to meet the actual replacement needs of the system, as provided in section 28-145 of this chapter.

(b) All revenues collected from the user charge portions of the city's wastewater collection and treatment charge will be deposited in the sewer fund and used only for activities designated in subsection (a) which are multiple accounts within the fund. No revenues from these accounts shall be used for expanding or enlarging the sewer system. Activities balances within this account shall be carried forward to the next accounting period.

(c) Any excess revenues generated from the user charge portions will be treated as provided for in section 28-146 of this chapter.

(d) Should the revenues generated by the user charge portions of the city's wastewater collection and treatment charge not be sufficient to meet the operation and maintenance and replacement needs of the city's wastewater collection and treatment system, the sewer fund shall have priority in receipt of other sewer revenues.

(Code 1962, § 19-402; Ord. No. 963, § 1, 8-1-79; Ord. No. 93-14, § 1, 6-16-93)

Sec. 28-168. Sewer bond reserve fund accounts.

There are hereby created within the sewer bond reserve fund the following separate accounts to be known respectively as follows:

(1) *Principal and interest account*. This account is established to provide for the payment of the principal and interest on 1978 bonds.

(2) *Invested sinking fund account*. This account is established to provide for the purchase of obligations of the United States, as provided for in Section 12(c) of Ordinance Number 892. Interest earned on these securities will be retained in this account per Section 12(c) of Ordinance 892.

(3) *Bond reserve account*. This account is established to provide a reserve to prevent any default in the payment of interest on or principal of the outstanding 1978 bonds. Interest earned on monies in this account shall be deposited in the extension and retirement account.

(4) *Depreciation and replacement reserve account*. This account is established to provide a reserve for the purpose of paying operating expenses and making emergency repairs and replacement in and to the city's sewer system and keeping the same in good repair and working order so that the sewer system may continue in effective and efficient working operation. Monies in this account shall be used only if no other funds are available for the aforementioned purposes. Interest earned on monies deposited in this account shall be credited to the extension and retirement account.

(5) *Extension and retirement account*. This account is established to provide for the following activities:

a. Paying the cost of operation, maintenance, and repair of the sewer system to the extent that may be necessary after the application of the monies held in the sewer fund under the provisions of section 28-167 of this chapter.

b. Anticipating payments into or increasing the amounts of or the accounts referred to in this section, or any of them or establishing or increasing the amount of any principal and interest account or bond reserve account created by the city for the payment of any sewer system revenue bonds of the city hereinafter issued under the conditions hereinafter specified and standing on a parity with the 1978 bonds.

c. Paying the cost of improving, extending or enlarging the sewer system.

d. Paying the interest on or principal of general obligation sewer system bonds of the city hereinafter authorized and issued by the city for the purpose of improving, extending, or enlarging the sewer system.

e. Redeeming and paying bonds prior to maturity in accordance with their terms, or purchasing at the market price thereof, 1978 bonds or bonds hereafter issued and standing on a parity with the 1978 bonds, any such bonds so redeemed or purchased by the city to be cancelled. No monies paid or credited from the sewer fund to the extension and bond retirement account shall ever be used or applied to the general governmental or municipal functions of the city so long as any of the 1978 bonds remain outstanding. This activity shall also be credited with all interest earned on monies deposited in the bond reserve account, and depreciation and replacement reserve account.

(6) *General obligation bond payments account.* This account is established to provide for the payment of principal and interest on the following outstanding general obligation bonds:

a. City of Emporia sewage treatment plant expansion bonds, series 1964(A), 3-1-64.

b. City of Emporia sewage treatment works bonds, series 1958(1), 3-1-58. All revenues deposited in the preceding accounts enumerated in this section shall be revenues of the capital charge portion of the sewer charge and used in a manner herein provided.

Code 1962, § 19-403, Ord. No 963, § 1, 81-79)

Sec. 28-169. Books and records; annual audit.

(a) The city will install and maintain proper books, records and accounts (entirely separate from all other records and accounts of the city) in which complete and correct entries will be made of all dealings and transactions of or in relation to the properties, business and affairs of the sewer system. Such accounts shall show the amount of revenues received from said System, the application of such revenues, and all financial transactions in connection therewith. Said books shall be kept by the city according to standard accounting practices as applicable to the operation of sewerage utilities. The city will operate the sewer system on the basis of a fiscal year beginning on January 1 and ending on December 31.

(b) Annually, as soon as possible, following the close of each fiscal year, the city will cause an audit to be made by a competent firm of certified public accountants experienced in public utility accounting of the accounts of the sewer system for the preceding fiscal year. Each such audit, in addition to such matters as may be thought proper by said accountants, shall, without limiting the generality of the foregoing, include statements of gross revenues, operational expenditures, and net operational incomes and shall contain an operational balance sheet, a statement of profit and loss, a statement of all bonds called or matured and all interest paid, a statement of the number of customers served, a statement of the amount and character of all insurance

carried, and a statement and summary of the accountants' recommendations as to the city's practices and procedures of the sewer system operations.

(Code 1962, § 19-404; Ord. No. 963, § 1, 8-1-79)

Sec. 28-170–28-180. Reserved.

ENFORCEMENT RESPONSE PLAN

City of Emporia, Kansas Industrial Pretreatment Program

Definitions:

1. Administrative Order (AO) - An order for compliance, issued by the Superintendent. May contain compliance schedules and/or fines for additional days of noncompliance. Types of AOs include consent orders, compliance orders, and cease and desist orders.
2. Civil Action - Litigation to seek equitable relief, monetary penalties and actual damages through a court of law.
3. Consent Order (CO) - Consent order for compliance. Legally enforceable agreement between the City and the industrial violator designed to restore compliance.
4. Criminal Prosecution-Pursuit of punitive measures through a court of law.
5. Notice of Violation (NOV) - Notice to the industry specifying the violation and indicating required response actions by the industry within a specified time frame.
6. Show Cause Order - An order requiring an industrial user to appear at a hearing and show cause why a proposed enforcement action should not be taken.
7. Termination of Service - Refusal of the City to provide water and/or sewer service to an industry.

Abbreviations:

1. CA - City Attorney
2. CC - City Council
3. SU - Superintendent
4. PA - Pretreatment Administrator
5. POTW - Publicly Owned Treatment Works
6. SCP - Spill Control Plan
7. SIU – Significant Industrial User

I. Purpose

In order to fulfill the requirements established by 40 CFR 403.8(f)(5), the City of Emporia has developed an Enforcement Response Plan, hereafter referred to as the City's Enforcement Response Plan and/or the Plan. The Plan reflects the City's primary responsibility to enforce all applicable pretreatment requirements and standards pursuant to 40 CFR Part 403.8(f)(1) and (2). The Plan also describes procedures for reviewing industrial user inventories and investigating instances of noncompliance.

An Enforcement Response Guide (attached) has been developed in conjunction with the Plan which describes the types of escalating enforcement responses the City will take, in response to all anticipated types of industrial user violations, defines the time periods within which responses will take place, and identifies the official(s) responsible for implementing each type of enforcement response.

II. Procedures for Reviewing Industrial User Inventories

Section 1. Currently Permitted SIUs

The staff person directly responsible for administering the City's Industrial Pretreatment Program (hereafter referred to as the pretreatment administrator) shall be responsible for reviewing the existing inventory of permitted industries that have been determined to be Significant Industrial Users (SIUs). The status of these industries shall be reviewed at least annually using the following procedures:

a. Annual inspection. An annual inspection shall be conducted by the pretreatment administrator or his/her delegated representative to determine whether any unreported changes in processes or operations have occurred which changes would alter the industry's categorical or pretreatment classification. The annual inspection may be scheduled with the industry at least 24 hours in advance so that key industry personnel will be present during the inspection. The annual inspection for each permitted industry shall include but not be limited to examination of process operations, pretreatment systems, storage areas for hazardous and nonhazardous materials and chemicals and data and records. A sample of process wastewater will be taken at the time of the inspection if the required annual sample has not been previously collected by City personnel. A sample may be collected regardless if the pretreatment administrator or his/her representative deems it appropriate. Any samples collected during the annual inspection shall be collected at the regular designated sample site using approved sampling and preservation techniques.

b. Review of compliance monitoring reports. The results of any self-monitoring analyses and/or compliance sampling done by the City will be reviewed for any changes in characteristics which might be indicative of changes in operations or processes. Flow rates and production rates will be reviewed for changes. Such review will be done within 5 working days of receiving compliance reports and/or laboratory analysis reports.

c. Permit renewal applications. Currently permitted industries shall apply for renewal of wastewater discharge permits at least 30 days prior to the expiration date of the permit. The pretreatment administrator shall review each application within 7 days of receipt, if possible, for information which would indicate a possible change in the SIU's status.

Section 2. Additions to the User Inventory

Additional industrial user information shall be obtained as follows:

- a. Periodic industrial user surveys. Industrial Questionnaires may be sent on a periodic basis to industries that were surveyed in the past and determined to not be SIUs. This shall be done at least once every five years and the completed questionnaires shall be reviewed by the pretreatment administrator for information indicating any possible change in an industry's status. The review will be followed by an on-site evaluation if deemed appropriate.

Any industry identified as a possible SIU but not previously surveyed shall immediately be sent an Industrial Questionnaire. The information submitted in response to such questionnaire shall be reviewed and, if deemed beneficial, an on-site inspection shall be carried out by the pretreatment administrator. A determination as to whether the new industry is a SIU shall be made within 30 days by the pretreatment administrator, and the industry notified of such determination.

Periodic review of telephone directories, manufacturer's listings and indices. The pretreatment administrator shall review such sources as new directories are published and at least once every 5 years. More frequent use of these sources may be done as follow-up to other sources of information.

Notification by other City offices or agencies. The City utility billing and inspection offices shall notify the pretreatment administrator or other POTW personnel immediately of new commercial or industrial applications or accounts.

Inspections of commercial and industrial areas. POTW personnel and other City employees shall inform the pretreatment administrator of any new tenants or operations noticed in such areas.

III. Investigation of Noncompliance

Section 1. Compliance Monitoring and Data Collection

Data and information for determining compliance of permitted SIUs will be collected and screened as follows:

a. All permitted industries whether categorical or noncategorical shall submit to the pretreatment administrator Monitoring Reports indicating the nature and concentration of pollutants in the effluent which are limited by pretreatment standards and/or permit conditions. These reports shall be submitted at specified intervals pursuant to permit requirements and/or federal regulations but in no case less than twice yearly.

b. Compliance data to be included in these reports may be collected by the City in lieu of self-monitoring by the SIUs. In any case the City will collect at least one compliance monitoring sample from each permitted industry per year pursuant to 40 CFR 403. Sampling frequency for noncategorical parameters shall be determined based on the type, amount, and frequency of the industrial user's discharge; required monitoring frequencies shall be specified in the industrial user's discharge permit. Sampling for parameters regulated by a categorical pretreatment standard shall be conducted a minimum of three times per year for those users who are in compliance with applicable standards. In cases of Significant Noncompliance (SNC) or where compliance status is in question, monitoring frequency will be increased appropriately. Analyses will be performed in-house by City laboratory personnel where certification allows or by a Kansas certified commercial laboratory. Laboratory reports will be sent directly to the pretreatment administrator. Copies will then be sent to Sills for inclusion in monitoring reports. This method will ensure that the pretreatment administrator sees all data immediately as it becomes available; any violations of numerical pretreatment standards or conditions will be detected before the monitoring report is due.

c. If a SIU monitors any pollutant more frequently than required using approved analytical methods and sampling procedures, the results of such monitoring shall be included in the compliance monitoring reports. If such sampling by the SIU indicates a violation, the industry must notify the City within 24 hours of becoming aware of the violation. This reporting condition shall be incorporated into the discharge permit of all permitted industries.

d. Additional observations for determination of compliance with non-numerical permit requirements shall be made by the pretreatment administrator or his/her delegated representative during the annual inspection of each industry. In cases of citizen complaints of noncompliance or violations by an industrial user, unscheduled inspections and sampling will be carried out and the Kansas Department of Health and Environment will be notified. Results of any such unscheduled inspections and sampling will be documented in the SIUs file.

Section 2. Procedures for Screening Data

All compliance data will be systematically evaluated to identify violations using the following procedures:

a. Data screening. All numerical data shall be screened for violations by the pretreatment administrator no later than five working days following receipt of the information. The data shall be compared to any categorical or local discharge limits which may apply.

b. Reporting requirements. The pretreatment administrator shall log each report as it is received and compare the date of receipt with the due date. This tracking shall be used for determination of compliance with submittal dates for monitoring reports, compliance schedule reports, and any other required reports.

c. If a violation is detected during the above screening a record of such violation shall be incorporated into the user's file. It shall be the responsibility of the pretreatment administrator to identify all violations and keep a record of responses, even if a decision is made to take "no action."

d. The Superintendent shall be copied on NOVs and correspondence regarding any identified violations of regulations, pretreatment standards, or conditions and of the recommended response(s). This notification may consist of copies of any and all pertinent correspondence, orders, notices, etc...

IV. Enforcement Response Actions

Section 1. General.

Enforcement will begin with the issuance of Industrial Wastewater Discharge Permits. Permits, whether for new or existing SIUs, shall be issued for a period of one to five year(s). The application form, both for new permits and renewals, shall advise the prospective permittee that it must, prior to receipt or renewal of a permit, agree to accept and comply with all provisions and conditions of City's Ordinance and of all other pertinent Ordinances or regulations that may be promulgated in the future.

This would include all of the substantive and procedural provisions contained in the Enforcement Response Plan (such regulations and response plan collectively referred to herein as the "Regulations"). The language and form of the application will be appropriate for this purpose. The permit itself shall also contain text explaining that any discharge under its authority will itself be deemed to be consent to any administrative processes established by the City to enforce the regulations.

Permitted SIUs will be regularly reminded, through periodic notifications or otherwise, that discharge pursuant to a permit is premised on consent to the City's authority to enforce the regulations.

These notification procedures will eliminate misunderstandings about the relationship between the City and the permitted industrial community and clarify the authority of the City to protect the integrity of the POTW and the quality of the environment.

Section 2. Selection of Enforcement Response.

When, following screening of compliance data and investigation of noncompliance as outlined in Part II, Sections 1 and 2 of this Plan, an industry is found to be in noncompliance with Federal, State, or local regulations, pretreatment standards, or conditions, an enforcement response will be necessary to ensure that corrective action is taken. The City will consider the following criteria when determining the type and severity of an enforcement response, based on the options outlined in the Enforcement Response Guide, to be taken:

Magnitude of the violation. When determining the magnitude of a violation, the City will use the EPA definition of Significant Noncompliance (SNC) as referenced in 40 CFR Part 403 (55 Federal Register 30082). An industrial user is in SNC if a violation meets one or more of the following criteria:

1. Chronic violations of wastewater discharge limits, defined as those in which 66% or more of all of the measurements taken during a six (6) month period exceed, by any magnitude, the daily maximum limit or the average limit for the same pollutant parameter;
2. Technical Review Criteria (TRC) violations, defined as those in which 33% or more of all the measurements for each pollutant parameter taken during a six (6) month period equal or exceed the product of the daily maximum limit or the average limit multiplied by the applicable TRC ($TRC = 1.4$ for BOD, TSS, fats, oils, and grease, and 1.2 for all other pollutants except pH);
3. Any other violation of a pretreatment effluent limit (daily maximum or longer-term average) which the City determines has caused, alone or in combination with other discharges, interference or pass through (including endangering the health of POTW personnel or the general public);
4. Any discharge of a pollutant which has caused imminent endangerment to

human health, welfare or to the environment or has resulted in the POTW's exercise of its emergency authority to halt or prevent such a discharge;

Failure to meet, within 90 days after the schedule date, a compliance schedule milestone contained in a local control mechanism or enforcement order for starting construction, completing construction or attaining final compliance;

Failure to provide, within 30 days after the due date, required reports such as baseline monitoring reports, 90-day compliance reports, progress reports on compliance schedules, and periodic self-monitoring reports;

Failure to accurately report instances of known noncompliance;

Any other violation or group of violations which the City determines will adversely affect the operation or implementation of the local pretreatment program.

Duration of the violation. Violations which continue over a prolonged period of time and/or are not corrected following initial notice shall subject the industrial user to escalated enforcement actions.

Harm caused to the POTW. If a violation by an industry causes the POTW to violate its NPDES permit, affects sludge handling, or causes worker health and safety problems, the industry will be in SNC, and subject to more stringent enforcement actions. The same will apply to industrial violations which cause interference with the collections system or treatment plant operations.

Compliance history. A historical pattern of recurring violations by an industrial user will necessitate more stringent enforcement actions by the City to ensure that the industry achieves consistent compliance.

Good faith. The City will evaluate the good faith of the user based on willingness to comply and follow-up corrective actions taken by the user. Exhibition of good faith does not eliminate the necessity of an enforcement action. It may, however, be considered by the City when selecting an appropriate response.

Section 3. Types of Enforcement Actions

a. Informal enforcement actions. Informal enforcement actions include verbal warnings, letters of warning, phone calls, e-mails and meetings.

b. Formal enforcement actions. Formal enforcement actions include but may not be limited to permit revocation, termination of water or sewer service, sending of Notice of Violations (NOV), issuance of an Administrative Order (AO), consent decree, or a compliance schedule in a permit. A formal enforcement action, such as an AO, may or may not contain an administrative fine.

**CITY OF EMPORIA
INDUSTRIAL PRETREATMENT PROGRAM
ENFORCEMENT POLICY**

PERMIT VIOLATIONS

2024

<u>NONCOMPLIANCE</u>	<u>NATURE OF THE VIOLATION</u>	<u>ENFORCEMENT RESPONSES</u>	<u>PERSONNEL</u>
1. Unpermitted discharge	IU unaware of requirement; No harm to POTW/ environment	- Phone call; Notice of violation (NOV) with permit application	PC
	IU unaware of requirement; harm to POTW	- NOV with fine for damage - Civil action	PC PWD, CM
	Failure to apply continues after notice by the POTW	- Civil action - Criminal investigation - Terminate service	PWD, CM CM CM
2. Nonpermitted discharge (failure to renew)	IU has not renewed prior to expiration	- Phone call; NOV requiring 30 day response	PC
		- possible termination of service	CM
3. Exceedance of local or Federal Standard (permit limit)	Isolated, not significant	- Phone call; NOV response required within 30 days	PC
	Isolated, significant (no harm)	- NOV response required within 30 days	PC
		- Order to develop accidental discharge plan	PC
	Isolated, harm to POTW or environment	- NOV with 10 day response	PC
		- Fine for damages - Possible civil action	PWD, CM PWD, CM
	Recurring, no harm to POTW/ Environment	- Show cause order with fine	PWD, CM
		- Possible suspension of permit	PWD, CM
4. IU violation	Recurring, significant (harm)	- Show cause order with fine	PWD, CM
		- Civil action	PWD, CM
		- Suspend or revoke permit	PWD, CM
		- Terminate service	PWD, CM
		- Publication of name of IU and the enforcement action taken	PC

**CITY OF EMPORIA
INDUSTRIAL PRETREATMENT PROGRAM
ENFORCEMENT POLICY**

MONITORING AND REPORTING VIOLATIONS

<u>NONCOMPLIANCE</u>	<u>NATURE OF THE VIOLATION</u>	<u>ENFORCEMENT RESPONSES</u>	<u>PERSONNEL</u>
1. Reporting violations	Report is improperly signed or certified	- Phone call or NOV	PC
	Report is improperly signed or certified after notice by POTW	- Show cause order	PWD, CM
	Isolated, not significant (e.g. 5 days late)	- Phone call; NOV	PC
	Significant (e.g. report 30 days or more late)	- Order to submit with fine per additional day	PWD, CM
	Reports are always late or no reports at all	- Show cause order with fine	PWD, CM
		- Civil action	PWD, CM
		- Possible permit suspension	PWD, CM
	Failure to report spill or changed discharge (no harm)	- NOV	PC
	Failure to report spill or changed discharge (results in harm)	- NOV with required response	PC
		- Fine for damages	PWD, CM
		- Civil action	PWD, CM
2. Failure to monitor correctly	Repeated failure to report spills	- Show cause order	PWD, CM
		- Suspension of permit	PWD, CM
		- Terminate service	PWD, CM
	Falsification	- Show cause order with fine	PWD, CM
		- Suspension of permit	PWD, CM
		- Criminal investigation	PWD, CM
		- Terminate service	PWD, CM
	Qualifies as significant non-compliance	- Publication of name of IU and enforcement action taken	PC
	Failure to monitor all pollutants as required by permit	- NOV or show cause order	PC, PWD
	Recurring failure to monitor	- Show cause order with fine	PWD, CM
		- Possible suspension of permit	PWD, CM
		- Civil action	PWD, CM

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3. Improper sampling	Evidence of intent	- Suspension of permit - Criminal investigation - Terminate service	PWD, CM PWD, CM PWD, CM
	Delay of less than 30 days	- NOV	PC
	Delay of 30 days or more	- Show cause order	PWD
4. Failure to install monitoring equipment	Recurring, violation of order	- Suspension of permit - Civil action - Criminal investigation - Terminate service	PWD, CM PWD, CM PWD, CM PWD, CM
	Missed milestone by less than 30 days, or will not affect final milestone	- NOV or show cause order	PC, PWD
	Missed milestone by more than 30 days, or will affect final milestone (good cause for delay)	- Show cause order	PWD
5. Compliance schedules	Missed milestone by more than 30 days, or will affect final milestone (no good cause for delay)	- Show cause order with fine - Possible suspension of permit and termination of service	PWD, CM PWD, CM
	Recurring violation or violation of schedule	- Suspension of permit - Fine - Civil action - Criminal investigation - Terminate service	PWD, CM PWD, CM PWD, CM PWD, CM PWD, CM

OTHER PERMIT VIOLATIONS

<u>NONCOMPLIANCE</u>	<u>NATURE OF THE VIOLATION</u>	<u>ENFORCEMENT RESPONSES</u>	<u>PERSONNEL</u>
1. Wastestreams are diluted in lieu of treatment	Initial violation	- NOV with required response within time based on seriousness (30 days max) - Fine for damages	PC PWD, CM
	Recurring	- Show cause order - Suspension of permit - Terminate service	PWD, CM PWD, CM PWD, CM

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2. Failure to mitigate noncompliance or halt production	Does not result in harm	- Show cause order	PWD, CM
	Does result in harm	- Show cause order with fine - Possible suspension of permit and termination of service - Civil action	PWD, CM PWD, CM PWD, CM
3. Failure to properly operate and maintain pretreatment facility	See No. 2 above		

VIOLATIONS DETECTED DURING SITE VISITS

<u>NONCOMPLIANCE</u>	<u>NATURE OF THE VIOLATION</u>	<u>ENFORCEMENT RESPONSES</u>	<u>PERSONNEL</u>
1. Entry Denial	Entry denied or consent withdrawn; copies of records denied	- Suspension of permit - Termination of service	PWD, CM PWD, CM
2. Illegal Discharge	No harm to POTW or environment	- Show cause order	PWD, CM
	Discharge causes harm or evidence of intent/ negligence	- Show cause order with fine - Possible suspension of permit and termination of service - Civil action	PWD, CM PWD, CM PWD, CM
	Recurring, violation of order	- Suspension of permit - Fine - Terminate service	PWD, CM PWD, CM PWD, CM
3. Improper Sampling	Unintentional sampling at incorrect location	- NOV	PC
	Unintentionally using incorrect sample type	- NOV	PC
	Unintentionally using incorrect sample collection techniques	- NOV	PC
4. Inadequate record-keeping	Inspector finds files incomplete to missing (no evidence of intent)	- NOV	PC
	Recurring	- Show cause order	PWD, CM

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5. Failure to report additional monitoring	Inspection finds additional files	- NOV	PC
	Recurring	- Show cause order	PWD, CM

TIME FRAMES FOR RESPONSES:

- A. All responses will be identified and documented within ten days of receiving compliance information.
- B. Initial enforcement responses [involving contact with the industrial user and requesting information on corrective or preventative action(s)] will occur within 15 days of violation detection.
- C. Follow up actions for continuing or reoccurring violations will be taken within 60 days of the initial enforcement response. For all continuing violations, the response will include a compliance schedule
- D. Violations which threaten health, property, or environmental quality are considered emergencies and will receive immediate responses such as halting the discharge or terminating service.
- E. All violations meeting the criteria for significant noncompliance will be addressed with an enforceable order within 30 days of the identification of significant noncompliance.

Definitions of Abbreviations:

PC - Pretreatment Coordinator
PWD - Public Works Director
CM - City Manager

Title: City Boards and Commissions Handbook

Agenda Date: April 16th, 2024

Presented By: Tayler Wash, Director of Special Projects

Background:

Similar to the Governing Body Handbook that was adopted in November 2023, this document is intended to assist board members and staff liaisons in the effective and efficient fulfillment of their responsibilities. This handbook is tailored to fit boards and commissions that are solely overseen by the City. Boards and commissions not included here should refer to their by-laws for guidance.

Discussion:

The City Boards and Commissions Handbook is intended to cover the following topics:

- Understanding Emporia City Government Structure
- Roles and Responsibilities of Board Members
- Effective Meetings
- Ethical Board Membership
- Communications and Media Relations
- Collaborative Leadership

The following recommendations are presented in the Handbook for your consideration:

- Membership and Terms (pg. 5 and Appendix B)
- Terms for Removal (pg. 7)
- Roles and Responsibilities for Staff Liaisons (pg. 9-10)
- Meeting Procedures and Rules i.e. quorum (pg. 12)

Financial Considerations:

N/A

Attachments:

City Boards and Commissions Handbook

City Boards and Commissions Handbook



2024

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Disclaimer: this handbook is a guide for boards and commissions that are solely governed by the City of Emporia. Boards and Commissions with shared oversight or oversight from other non-City entities should refer to their by-laws for guidance.

INTRODUCTION

This handbook provides guidelines for members of the City of Emporia's boards, commissions, and taskforces. This information is designed to closely follow the rules and regulations that apply to the City Commission and to delineate their roles and responsibilities in order to create a uniform process for the City of Emporia's public bodies. If you are unsure whether or not a specific rule applies to your board or commission, or, if you have further questions concerning any aspect of your duties and responsibilities, you should contact your staff liaison for clarification.

Being appointed to a board or commission is an honor and an important responsibility. Know that your participation will have an impact on your community and beyond.

ABOUT OUR GOVERNMENT

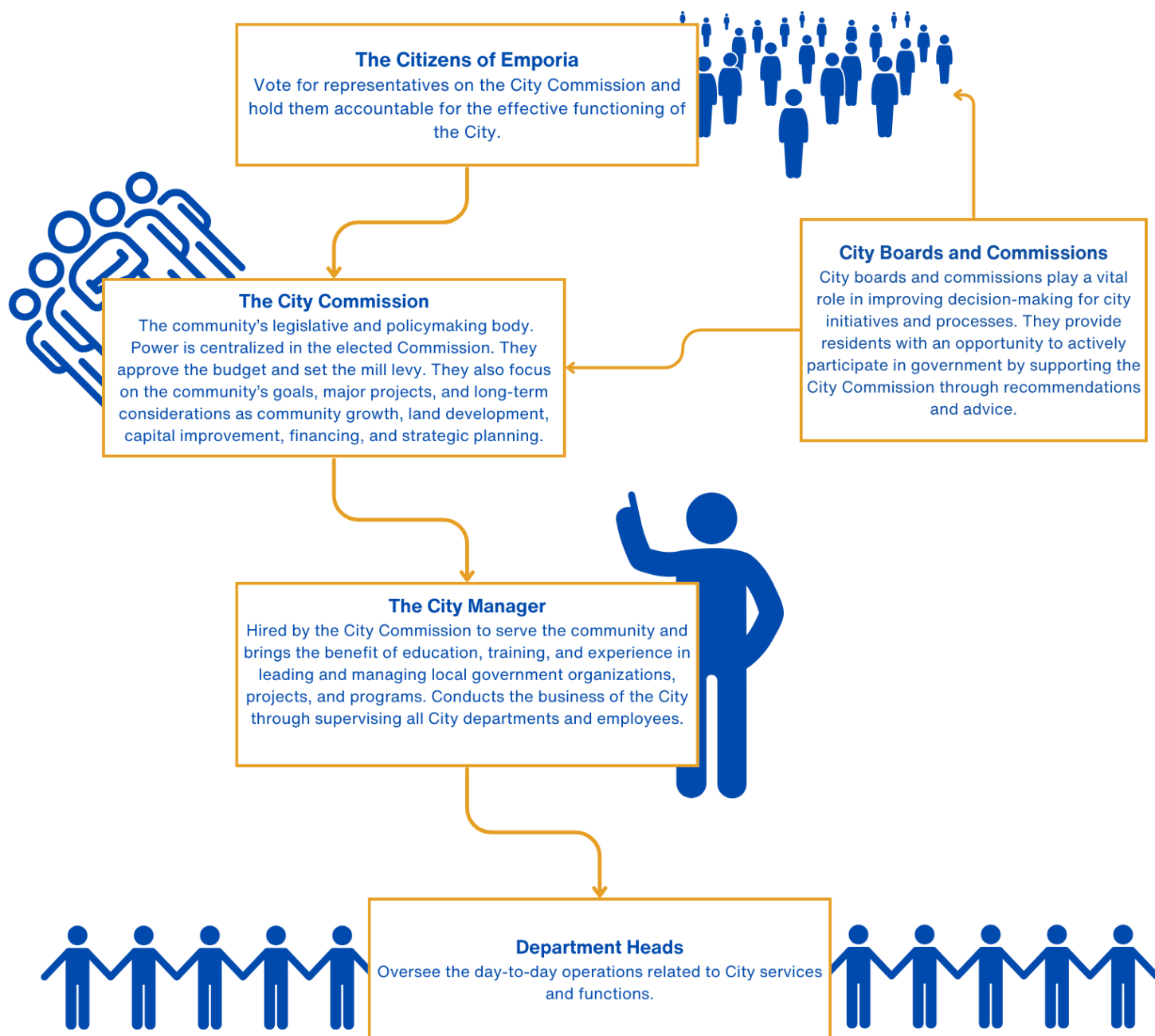
City Classification Cities in Kansas are designated by class and based on the size of their population. In general, there are no advantages or disadvantages to being one classification or another. City classification is more or less a historical legacy of the state legislature. Emporia is a city of the First Class. The official census population estimate for 2022 is 23,941.

Form of Government The City of Emporia is a Commission-Manager form of government. This means that the City Manager administers the affairs of the city under the direction of the governing body who set the policy for the city.

This is a combination of the strong political leadership of elected officials with strong managerial experience of a professional City Manager. In this form of government, Commissioners are leaders and policy makers elected to represent the City as a whole by concentrating on policy issues that are responsive to citizens' needs and wishes. The City Manager is hired by the Commission to carry out policies, oversee City operations, and ensure that the entire City is being served equitably and efficiently. The City Commission establishes goals and policies which the staff executes under the supervision of the City Manager.

UNDERSTANDING THE EMPORIA CITY GOVERNMENT STRUCTURE

The Emporia City Government is comprised of four main sections. Each section plays a key role in ensuring the needs of the community are met in an efficient and equitable manner.



ROLES AND RESPONSIBILITIES OF BOARD MEMBERS

ROLE OF BOARD MEMBERS

It takes a substantial commitment of time and effort to be an effective member of a City board or commission. Your decisions and recommendations have the possibility to directly impact the quality and level of services the City offers to its citizens, so it is important to keep in mind the needs of all citizens during the decision-making process.

Often you will be asked to make difficult recommendations and listen to hours of discussion and testimony at public meetings. In your role, you are expected to no longer consider your own perspective or that of your own peer group, but to consider the perspectives of all the communities who have a stake in any particular issue. Your role is to support the democratic process by considering the broadest set of perspectives on issues.

It is important to understand that your personal behavior, both inside and outside of meetings, will be observed and scrutinized by the public, the City Commission, the media, and any other interested parties.

Being a member of a City board or commission is often challenging, but if you do it well, it will be a rewarding and exciting experience.

It is important to note that City boards and commissions are typically advisory in nature. In addition to elected officials and professional staff, the City relies on boards and commissions to enhance the decision-making process. This provides an opportunity for further public deliberation of topics that are important to the City. It also gives the City Commission a broader base of information on which to formulate decisions.

Members of boards and commissions are citizens serving voluntarily without compensation. Applicants are interviewed by members of the City Commission and appointments are approved by the full City Commission.

CORE RESPONSIBILITIES OF BOARD MEMBERS

City Boards and Commissions are accountable to the City Commission on issues delegated to them by the City Commission. Recommendations from each board are important to the City Commission and hold substantial weight. Recommendations from said boards are presented to the City Commission by a report prepared and presented by staff liaison. The City Commission reviews and considers recommendations from boards before making decisions; however, the final decision rests with the City Commission. The Commission has several options and may:

- Approve the recommendations.
- Change the provision of the recommendation.
- Send a matter back for further consideration.
- Not accept the recommendation.

As an advisory body, boards and commissions shall not take independent action to represent a position or opinion, whether or not related to its responsibility pursuant to City ordinance or resolution, except by submitting an advisory recommendation to the City commission. A board member may express a personal opinion outside their role as board member but shall not represent themselves as a board member in doing so.

MEMBERSHIP AND TERMS

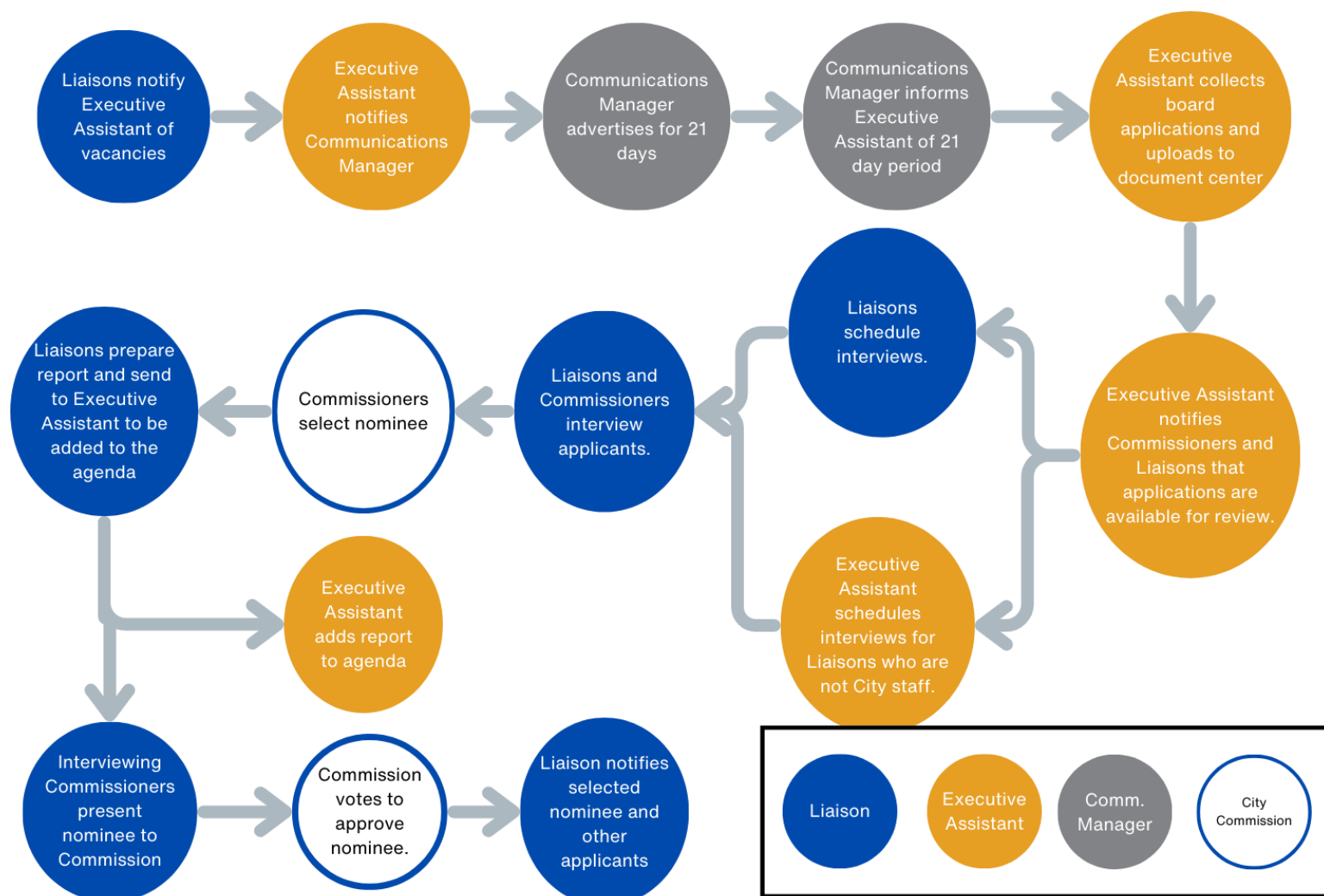
An individual may serve on only one board at any given time.

Members serve at the discretion of the City Commission and may be removed from office by a majority vote of the City Commission for good cause. Please see the 'Terms for Removal' section of this handbook for more information.

All appointments to boards and commissions are for three-year terms. Terms for all boards are staggered and expire on December 31st or May 30th of the term year. Board members may re-apply at the end of their term. There is no limit on the number of times a board member can re-apply, however, the City Commission maintains the final authority on whether or not a board member is re-appointed to a board.

We have recently enacted a uniform procedure for board applications and appointments, and vacancies which is illustrated below. The Board Application Procedure details the structured process for City staff, Commissioners, and Liaisons to

select and appoint individuals to serve on City boards and commissions. Please see the Board Application Procedure outlined in Appendix A.



TERMS FOR REMOVAL

The City Commission and City Manager reserve the right to remove any member from any board or commission at any time for misconduct including but not limited to:

- Failure to attend four (4) board meetings or board activities in a 12-month period.
- Engaging in behavior (either in-person or online) that is detrimental to the reputation of the organization.
- Engaging in behavior (either in-person or online) that is inconsistent with the values and principles of the organization.
- Involvement in activities that violate laws or regulations, posing a legal risk to the organization.
- Demonstrated inability to collaborate and work effectively with other board members or key stakeholders.

Staff Liaisons are responsible for communicating any issues of misconduct to the City Manager. From there, the City Manager will present said issues to the City Commission and they will have the final authority on the removal of any members from any boards.

Please use the form in Appendix B to initiate the removal process.

CITY BOARDS AND COMMISSIONS

There are a total of fifteen boards and commissions for the City of Emporia, but the City only has oversight for the boards listed herein. The table below should serve as a cheat sheet to better understand what each board does and what responsibility they have in relation to the commission.

Board/Commission	Purpose	Structure	Staff Liaison
Building Trades Board	This board advises the commission on matters related to keeping building trades codes updated and examines qualifications of people seeking certification within building trades. They also act as an appeals board for grievances related to decisions of the Chief Building Official.	Terms expire December 31st. Positions: 11	Building and Neighborhood Development Director (620) 343-4271
Community Housing Board/Land Bank	This board decides outcomes on appeals of property code enforcement cases. They also provide oversight for housing grants/programs and community improvement efforts.	Terms expire June 1 st Positions: 8	Community Development Coordinator (620) 343-428

Homelessness Advisory Board	This board provides advice, recommendations, and subject matter expertise to the Commission on matters related to Emporia's homeless population.	Terms expire June 1 st . Positions: 9	Director of Special Projects (620) 343-4247
Natural Resources Advisory Board	This board provides public information about preserving our natural resources.	Terms expire December 31 st . Positions: 12	Community Housing Coordinator (620) 343-4291
Transient Guest Tax Advisory Board	This board makes recommendations to the City Commission concerning expenditures for the promotion of conventions and tourism, specifically related to the use of Transient Guest Tax funds.	Terms expire December 31 st . Positions: 8	Communications Manager (620) 341-4304
Emporia-Lyon County Joint BZA/ Planning Commission	This board decides outcomes on appeals where a variance or special use permit may be allowed (independent of the City Commission). The Planning Commission has the responsibility for the preparation, adoption, and recommendation of a long-range Comprehensive Plan to guide the future physical development of the Emporia-Lyon County Metropolitan Area and hears all applications for zoning changes, conditional use permits, and reviews Zoning Regulations. The Zoning Commission makes recommendations to the City Commission for final action.	Terms expire December 31 st . Positions: 7	Planning and Zoning Administrator (620) 343-4268
Economic Development Structure Advisory Task Force	This board will review how the Emporia community handles economic development. They will review current operations, compare best practices from other communities, and ensure that the city is meeting overall economic development goals.	Terms expire June 1 st . Positions: 7	City Manager (620) 343-4250
Emporia Human Relations Commission	The Human Relations Commission and Accessibility Advisory Committee supports efforts to eliminate prejudice and discrimination because of race, color, religion, age, national origin, ancestry, familial status, sex, sexual orientation, gender identity, or disability; and to promote goodwill, cooperation, and conciliation within the City. The HRC/AAC assists the public in identifying resources to prevent and eliminate discrimination and advises the City Manager on accessibility issues pertaining to City programs and property.	Terms expire June 1 st . Positions: 10	Community Housing Coordinator (620) 343-4291

BOARD STRUCTURE

Each board should have the following positions occupied by a voting member of the board. There may be more positions on the board as members see fit, but the following are required:

- **Chairperson:** presides over all meetings, ensures effective and constructive communication between board members and stakeholders, oversees general operations of the board.
- **Vice-Chairperson:** support the chairperson in their efforts and stand in when the chairperson is unable to.
- **Secretary:** take minutes during meetings and share with staff liaison for dispersal to the board.

The Staff Liaison is not a voting member of the board. The staff liaison is typically assigned by the City Manager to support the work of the board. The Staff Liaison answers to the City Manager in regard to operations of the Board. Among other things, the staff liaison's role is to:

- **Prepare for meetings:** prepare the meeting agenda and distribute to the board and appropriate staff.
- **Serve as liaison:** communicate with the Chairperson regarding the City Manager's and City Council's direction and requests, as well as City policies and procedures. Coordinate contact with other staff and appointed bodies as necessary.
- **Complete Post-Meeting Tasks:** Facilitate the transmission of Board interests, concerns, and recommendations to the appropriate City staff. Share approved minutes with City Manager's Executive Assistant to be included on Commission Agenda.
- **Help new Board Members Get Acclimated:** Ensure that Board members have reviewed handbook and attended New Board Member Orientation.
- **Monitor and Report on Board Membership and Participation:** Monitor and keep records of members' attendance, dates of service, training, and vacancies. Annually submit attendance data to City Commissioners assigned to each board. Ensure that vacancies and resignations are shared with appropriate staff.
- **Assist in the Removal of Non-Compliant Board Members:** The staff liaison will assist Commissioners and the City Manager in the process of removing members from the board if issues arise similar to those outlined in the 'terms for removal' section of this document.
- **Assist in the Process of Selecting New Board Members:** work with the appropriate City Commission members to review applications, sit in on interviews and select new board members.

- **Ensure compliance with Kansas Open Meetings Act Requirements:** Since all boards are subject to KOMA regulations, the staff liaison is responsible for ensuring that the board complies with the requirements of the act.
- **Prepare recommendations to the City Commission:** The staff liaison will prepare board recommendations for the City Commission agendas and make presentations to the City Commission on behalf of the board.

Board members do not have authority over the work program of the staff liaison. Rather, the liaison acts as an information resource and provides technical assistance. Board members may not direct city staff in the performance of their duties as it relates to the board, nor can they assign projects or direct the work of staff. A board may request staff's assistance on various projects. Since their role as staff liaison is only one component of the work they do for the City, the City Manager must approve all requests which create a substantial demand for a work product of the staff liaison as it relates to their duties on the board.

EFFECTIVE MEETINGS

The board meeting is the venue in which the critical work of decision-making is accomplished. A smoothly managed and productive meeting does not necessarily guarantee good results, but it certainly helps.

MEETING BASICS

The Meeting Agenda is compiled by the staff liaison. Agendas are made available to the public when requested and sent to board members at least two business days prior to the meeting. Agenda items will be placed on an agenda as the associated work can be completed by the staff liaison. Items are identified for the agenda in a variety of ways:

- In response to direction from the City Commission
- In response to a directive from the City Manager
- In response to a request from the Chairperson
- As deemed necessary by the staff liaison

General Meeting Conduct: these guidelines are intended to facilitate and not obstruct, the orderly conduct of meetings. The purpose of these guidelines is to provide an orderly and consistent procedure for conducting such meetings. All members have and share equal rights, privileges, responsibilities, and obligations which include but are not limited to the following:

- All members present and participating in meetings have the right to make, amend, or second motions.
- All members present and participating have the right to engage in debate when discussion is permitted.
- All members have the right to make inquiries and seek clarification or further information on pending matters.
- All members present at meetings have the right to vote on matters, unless prevented by a conflict of interest.

As an advisory body, it is unnecessary to provide opportunities for public comment unless you are a quasi-judicial body (i.e. Planning and Zoning) in which you review items that may require a public hearing.

Meeting Procedures and Rules are intended to help the Board work together as a unit to make decisions regarding the approval of actions. Boards shall be governed in procedure by Robert's Rules of Order. Robert's Rules of Order establishes a fair and impartial process for boards to conduct their business and it ensures that members get fair opportunities to speak. A condensed version of the most common components of Robert's Rules is included below:

- Every meeting will require a quorum in order for official business to be conducted. The quorum for all boards is 2/3 of active voting members (not to include staff liaison)
- All motions require a majority vote of currently serving members.

Motions: these are used to conduct business or call for specific actions during a meeting

Purpose	You Say...	Can it be used to interrupt?	Does it require a second?	Is debate allowed?	Can it be amended?
Signify the start of a meeting (Chair only)	I call the meeting to order...	Yes	No	No	No
Bring business before the body (main motion)	I move that (or to)...	No	Yes	Yes	Yes
Close the meeting	I move to adjourn...	No	Yes	No	Yes
Take a break	I move to recess for...	No	Yes	No	Yes
Lay an item aside temporarily	I move to table...	No	Yes	No	No
Limit or extend debate	I move that debate be limited or extended to...	No	Yes	No	Yes
Modify wording of motion	I move to amend the motion by...	No	Yes	Yes	Yes
Kill main motion	I move that the motion be postponed indefinitely.	No	Yes	Yes	No
Enforce rules	Point of order	Yes	No	No	No

Every motion has six steps:

- **Motion:** A member raises hand to signal the chairperson.
- **Second:** Another member cosigns/seconds the motion.
- **Restate Motion:** The chairperson restates the motion.
- **Debate:** The members debate the motion.
- **Vote:** The chairperson restates the motion, and then asks for affirmatives votes, and then negative votes.
- **Announce the Vote:** The chairperson announces the result of the vote and any instructions.

MEETING SAVVY

- Read the material you've been given for the meeting. This will give you a good basic understanding of the issues and allow you to intelligently consider and discuss the issues.
- Don't get caught up in 'we've always done it this way'. Try not to become so enamored with precedent that it keeps the group from moving forward.
- Alert the Chair and Staff Liaison before the meeting if you intend to bring up an important issue. This simple courtesy will help staff prepare background information and avoid embarrassment for the whole organization.
- If you disagree with a significant statement or proposal made by a colleague or staff member at a meeting, express the disagreement, in a respectful manner. Silence may be interpreted by staff as agreement, and they may act based on that assumption.
- Practice civility and decorum in discussion and debate. Avoid personal comments that could offend other board members, the City, or the audience.

Asking the Best Questions: there are no "right" or "wrong" questions technically, but here are a few tips for asking the 'best' questions as they are important tools you can use to obtain information, focus the group, and facilitate decision making. Here are some samples:

Asking of Colleagues:

- What do you think about this item?
- What do you think the proposed action will accomplish?
- Would you please elaborate on your position?
- What results are we looking for?
- How does this match up with our commission priorities?

Asking of Staff:

- What other alternatives were considered?
- What results are we looking for?
- What are the benefits and drawbacks?
- Will you please explain the process?

Meeting Guidelines	
	Meetings start on time
	Meetings end at a reasonable hour
	Stick to the agenda
	Stay focused and act efficiently—be respectful of other peoples' time
	Don't attempt to engineer 'how to' details at the meeting
	Stay on topic, don't jump to other items or away from the topic at hand
	Board Members do their homework
	All members participate
	Members do not engage in side conversations during the meeting
	Members actively listen to each other, speakers, and presenters
	Members don't monopolize the conversation; let others state their thoughts
	Unnecessary meetings are not called, and items aren't added to the agenda unless they are pertinent and timely
	Packed audiences do not unduly sway the board

THE ETHICAL BOARD MEMBER

KANSAS OPEN MEETINGS ACT

The Kansas Open Meetings Act (KOMA) which is a set of laws dedicated to maintaining transparency for the sake of public interests. While this may sometimes feel like an inconvenience, it is important to see this as a measure of protection for both elected officials and the public.

Who does KOMA affect? KOMA applies to meetings of all legislative bodies, agencies of the state and its political and taxing entities. This includes governing bodies of cities along with sub-groups, committees, task forces and the like. Boards with quasi-judicial powers may be an exception (i.e., BOZA)

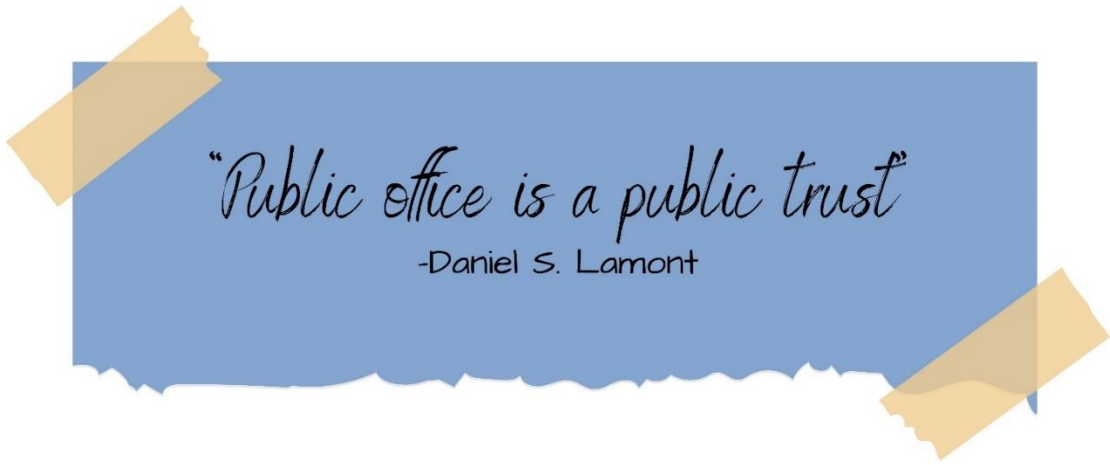
What constitutes a ‘meeting’ under KOMA?

- A majority of the body is present.
- Members are engaging in communication (includes in-person, telephone, teleconference, and discussions over the internet)
- Members are discussing the business or affairs of the governing body.

KOMA Requirements:

- **Open Meetings:** Every part of the meeting must be open to the public.
- **Notice:** Notice of the time and place for each meeting must be made available to local media and any individual who has requested notice.
- **No Secret Ballots or Action:** Binding action may only take place in public view.
- **Copies of Agendas:** Agendas for any meeting covered under KOMA must be made available to the public in a convenient location prior to the meeting.
- **Recording Devices:** The use of recording devices cannot be prohibited, but reasonable rules regarding the use of said items may be enacted.

Is it a KOMA violation?	
Having coffee with one member of your board	NO
Emailing back and forth with everyone on your board regarding a business decision the board needs to make	YES
You show up to a gala and realize that every member of your board is there (you're not sitting together and not discussing business)	NO
Meeting for lunch with board members and discussing business	YES
Talking to one other member of your board about how another member of your board intends to vote on an issue	YES



"Public office is a public trust"
-Daniel S. Lamont

PUBLIC OFFICIALS' LIABILITY

The public's trust in governing bodies is enhanced when citizens are confident that personal or business interests will not influence the decision making of elected, appointed, and employed officials.

The potential exposures for public officials are considerable and can come from internal or external sources. Lawsuits may be filed against individual public officials. Public officials can face exposure in the following areas:

- Land use claims.
- Administration of federal grants.
- Granting or denying franchises, permits, or licenses.
- Failure to protect public trust (failure to attend meetings, examine documents, etc.)
- Use of inside information for personal benefit.
- Keeping silent about improper conduct of fellow officials.
- Denial of due process.
- Harassment of a business or employees.

Following these basic guidelines will help you avoid potential problems as a public official:

- Think and act in terms of ‘we’ not ‘I’. As an individual member, you do not have the authority to work on your own; you must work as a collective body to accomplish the goals of the City.
- Be fair and impartial. Work for the benefit of the entire community without partiality, prejudice, or bias.
- Avoid conflicts of interest at all costs.
- Don’t act on personal motives or emotions.
- Avoid retaliation.
- Be and remain knowledgeable about the processes and procedures of our City government and the specific responsibilities associated with being a member of a board or commission.
- Avoid making recommendations or expressing views that have not been approved by a majority of the members of your board without clearly indicating that you are speaking as a private citizen.
- Public statements should contain no promises to the public that may be interpreted as binding on the board/commission, staff, or City Commission.
- Place the public welfare ahead of your own.

DEALING WITH CRITICISM/ PUBLIC SCRUTINY

A public office is a public trust created in the interest of the people. Care must be taken to not violate this duty of trust, either in appearance or in fact. Part of being a member of a board or commission is being subject to criticism from the public. Like it or not, the public expects you to behave according to a high level of ethical standards. Here are a few tips for handling criticism from the public:

It is part of the job. Remember that being a public servant opens you up to levels of scrutiny that other members of the community may not face. All of your actions are magnified. We all make mistakes every day, but the higher you rise, the broader the visibility of your mistakes will be. You’ll be charged with making thousands of decisions and you won’t be able to please everyone. Don’t let it go to your head—the good or the bad.

There is no such thing as fairness. The cruel reality of being a leader is that when things go wrong, you will take a disproportionate amount of blame. The further away people are from the actual issue, the less context and understanding they will have. In the absence of these key components, there is a tendency to fill in the blanks with narratives that aren’t based in fact. Don’t let the noise distract you—stay focused on creating solutions and learning from your experiences.

Rebut with facts, not emotions. Defense is a natural response to criticism, especially if it feels excessive or inaccurate. Defensiveness adds fuel to the fire. If there is inaccurate information being shared with the public, please bring that to the attention of the City's Communications Manager.

Humility and transparency are your friends. When we feel attacked, shame is a natural reaction that may lead us to want to hide and protect ourselves. As understandable as this feeling is, that instinct can make things worse. It might feel weird, but more transparency is better in these kinds of situations. In the same way, humility is sometimes viewed as guilt and remorse, but it actually shows care and a commitment to progress.

Look for the truth. At some point, you will have to define what can be learned from this kind of experience. Generally, no matter how bad it gets, there are kernels of truth from which you can glean wisdom. Look closely enough and you'll find insights and opportunities to grow.

COMMUNICATIONS AND MEDIA RELATIONS

The media is the conduit through which most City business reaches the public. That said, the media arguably has the greatest influence on how the public perceives representatives of the City and the City as a whole. Members of boards and commissions should be mindful of how media relations can help or hurt their cause.

MEDIA RELATIONS

Everyone has a role in media relations. All media inquiries should go through the City's Communications Manager. In most cases, the City Manager will act as the spokesperson for the city. Occasionally, the Mayor or the appropriate department head will participate in interviews. Nonetheless, it is unlikely that members of boards or commissions should be participating in interviews. If you are approached regarding an interview, it is imperative that you contact your staff liaison and the City's Communications Manager:

Christine Torrens

ctorrens@emporiaks.gov

(620) 341-4304

Staff will do the legwork in fielding calls from the media, providing them with information, sending out press releases, and organizing media events. Staff will ensure that media relations are handled on behalf of the City to ensure that communications are consistent and compliant with City regulations.

SOCIAL MEDIA

Over 70% of adults in the U.S. use some form of social media. Social media has become the most effective and convenient way to directly correspond with community members. Social media use by elected officials implicates new and evolving legal issues. Here are a few suggestions for minimizing liability for yourself and the City:

- Consider the efficacy of your social media presence and whether or not it is worth the hassle.
- If you feel that the use of social media is a service to the public, please be mindful of what you post. It may be best to shy away from discussing items that will be on a meeting agenda. Engaging in social media through avenues such as public service initiatives, photo opportunities, and announcements is generally considered a safe approach.
- Try not to comment on pending matters or sensitive information.
- Boards and Commissions should not use the City logo without consulting Communications. This will ensure branding standards and safeguard City image.
- Remember that anything that you post as a member of a board or commission is part of the Kansas Open Records Act and cannot be deleted and must be made available to the public if requested.

The City cannot restrict what you post on your personal social media accounts, but we strongly encourage board members to carefully consider the implications of their actions on social media. Please refer to the 'Terms for Removal' section for more information.

To support the City's commitment to transparency and community engagement, City Boards and Commissions can share information about their projects and initiatives through the City's social media platforms and website. This not only enhances public awareness of the impactful work undertaken by these boards but also creates a direct channel for residents to stay updated on local developments.

For those seeking further details, contact the City Communications Manager. Their role in facilitating communication ensures a seamless flow of information, promoting a collaborative environment between the City and the community.

COLLABORATIVE LEADERSHIP

Effective leadership as it relates to a governing body involves working towards a shared vision for the betterment of the community. This includes working together for the shared responsibility of making progress happen.

SUGGESTIONS FOR EFFECTIVE COLLABORATION

What makes collaboration effective?

- A clear, shared vision
- A well-defined and accepted mission
- Clear goals to which every member is committed.
- Enthusiasm and energy
- Commitment to collaboration
- Professionalism and respect for all members
- Commitment to understanding perspectives and compromise.
- Efficient communication
- Ability to disagree openly and productively.
- Distributed participation: everyone has a different and important role.
- Trust, support, and acceptance amongst all members
- Cohesion: a sense of belonging and desire to stick together
- An overall commitment to progress

What are some barriers to effective collaboration?

- Lack of commitment to the cause and to the team
- Lack of knowledge about processes and rules
- Competition
- Poor interpersonal skills
- Poor communication
- Personal conflicts
- External pressures and demands that stretch the team's capacity.
- Political grandstanding
- Unwillingness to see/consider different perspectives or to compromise.
- Representation of only one perspective of the group

COLLABORATIVE LEADERSHIP CHECKLIST

- ☐ Will my decision/statement/action violate the trust, rights, or good will of others?
- ☐ What are the motives and spirit behind my actions?
- ☐ If I have to justify my conduct in public tomorrow, will I do so with pride?
- ☐ How would my conduct be evaluated by people whose integrity and character I respect?
- ☐ Even if my conduct is not illegal or unethical, is it done at someone else's expense? Will it destroy their trust in me? Is it just and morally right?
- ☐ Does my conduct give others a reason to trust me?
- ☐ Am I willing to take an ethical stand when it is called for? Am I willing to make my ethical beliefs public in a way that makes it clear where I stand?
- ☐ Can I take legitimate pride in the way I conduct myself and the example I set?
- ☐ Do I listen and try to understand the views of others?
- ☐ Do I question different points of view in a constructive manner?
- ☐ Do I work to resolve differences and come to mutual agreement?
- ☐ Do I support others and show respect for their ideas?
- ☐ Will my conduct cause public embarrassment to someone else?

*The secret to
successful politics is
compromise.*

Practical Advice

“The most important single ingredient in the formula of success is knowing how to get along with people” -Franklin D. Roosevelt

SUPPLEMENTARY MATERIALS

The following materials may be of use as you assume your role as an official. The publications noted by an asterisk are ready for check-out in the Emporia Public Library; the rest can be available through inter-library loan.

- *Your Leadership Edge*, by Ed O'Malley, 2015*
- *For the Common Good: Redefining Civic Leadership*, by David D. Chrislip & Ed O'Malley, 2013*
- *Governing Body Handbook: A Reference for Elected Municipal Officials*, by the League of Kansas Municipalities, 2018 (available in the City Manager's Office)
- *Drive: The Surprising Truth About What Motivates Us*, by Daniel Pink, 2009*
- *Good to Great: Why Some Companies Make the Leap and Others Don't* by Jim Collins, 2001*
- *Good to Great and the Social Sectors: Why Business Thinking Is Not the Answer*, by Jim Collins, 2005*
- *The 21 Irrefutable Laws of Leadership: Follow Them and People Will Follow You*, by John C. Maxwell, 2020*
- *Simpler: The Future of Government*, by Cass R. Sunstein, 2014
- *Local Elected Officials: Guardians of Good Governance*, by Douglas Morgan and Mike Gleason, 2020

APPENDIX

Appendix A

CITY OF EMPORIA BOARD APPLICATION PROCEDURE

Sue Bryson
(620) 343-4251
sbryson@emporiaks.gov



July 20, 2023

The following Board Application Procedure details the structured process for City staff, Commissioners, and Liaisons to select and appoint individuals to serve on City boards and commissions. By having a formal application procedure, the selection process becomes more transparent for the community.

Board Application Procedure

Liaisons play a crucial role on City boards and will be responsible for identifying and reporting City board and commission openings and vacancies.

1. Liaisons will notify the City Manager's Executive Assistant by email when there is a board opening.
 - a. Email will include name of the board member vacating/leaving the term, expiration of term, or other circumstances.
 - i. If the board member is vacating/leaving term, indicate the length of term remaining.
 - ii. If the board member's term expired, indicate if eligible for reappointment.
2. The Executive Assistant will then notify the Communications Manager of the board opening.
3. The Communications Manager will create advertising for the board opening and post to City's social media platforms, and the City's website, and notify local media. Advertising will include:
 - a. Deadline of 21 calendar business days from the date of publishing.
 - b. Application form link.
4. The Communications Manager will Inform the Executive Assistant of the beginning and end date of 21 calendar business days, so they may inform the board liaison.
5. The Executive Assistant will collect board applications through the City website application form process. Applications will be uploaded to the corresponding Boards and Commissions document folder in the Document Center.

6. The Executive Assistant will notify Commissioners and Liaisons when they can view applications through the Boards and Commissions folder in the Document Center.
 7. After the deadline has passed, Liaisons will contact applicants and Commissioners to schedule interviews.
 - a. The Liaison may provide suggested interview questions or request skills that will enhance the board. However, it will be up to the Commissioners to make the final decision to appoint board members.
 8. The Executive Assistant will be responsible for scheduling the interview for the Emporia Recreation Commission Board, Emporia Public Library, Regional Development Association, and Emporia Enterprises.
 9. Liaisons will sit in for interviews, However, executive directors from the Emporia Recreation Commission Board, Emporia Public Library, Regional Development Association, and Emporia Enterprises will not.
 10. After the selection of an appointee has been made, Liaisons will contact the Executive Assistant by email to request the appointment to be placed on the next City Commission meeting agenda. In turn, the Executive Assistant will advise the liaison of the date of that City Commission Meeting.
 11. Liaisons will be responsible for the following:
 - a. Prepare Commission Action Report for the Commission Meeting Agenda to include the attachment of all the applicants' applications. *(All CARs are due the Thursday at noon prior to the City Commission Meeting.)*
 - b. After the City Commission Meeting inform the appointee, they are a new board member. Then inform all the other applicants not chosen, their applications will remain open in our system for (1) year.
 12. The Executive Assistant will be responsible for preparing the Commission Action Report for the Commission Meeting agenda for all the non-city employee Liaisons. *(Emporia Recreation Commission Board, Emporia Public Library, Regional Development Association, and Emporia Enterprises)*
- Questions should be directed to the Executive Assistant at 620-343-4251 or by email.

Appendix B

CITY OF EMPORIA BOARD MEMBER REMOVAL FORM



This form is being submitted to formally recommend the removal of a current member from the following board: _____.

Member's Full Name: _____

Member's Position on Board (if applicable): _____

Term: _____

Reason for Recommendation:

_____ Failure to attend four (4) board meetings or board activities in a 12-month period.

_____ Engaging in behavior (either in-person or online) that is detrimental to the reputation of the organization.

_____ Engaging in behavior (either in-person or online) that is inconsistent with the values and principles of the organization.

_____ Involvement in activities that violate laws or regulations, posing a legal risk to the organization.

_____ Demonstrated inability to collaborate and work effectively with other board members or key stakeholders.

_____ Other Reason: _____

As the liaison of the aforementioned board, I have attempted the following remedies for this situation:

_____ Reiteration of Board Expectations

_____ Peer Mentoring/Support

_____ Whole Group Team Development

_____ Other Remedy: _____

Liaison Name: _____

Date: _____

Signature: _____