





February 9, 2026

Board of County Commissioners,

I respectfully request approval to attend the Travel & Adventure Show on April 11-12 at the Colorado Convention Center in Denver, CO. This event will provide valuable opportunities to promote Geary County as a visitor destination, gain insight into current travel trends and consumer interests.

The registration fee has been discounted from \$4,495 to \$3,695 as an incentive to have the Geary County CVB return to the show.

The advisory board made a motion to approve this travel at its meeting on February 4<sup>th</sup>. Attendance will support ongoing tourism promotion efforts to enhance outreach for the county.

Thanks for your consideration.



17 February 2026

## Geary County Board of Health

### GCPHD Monthly Update

#### 1. Monthly Situation

##### Public Health Infrastructure Grant Update

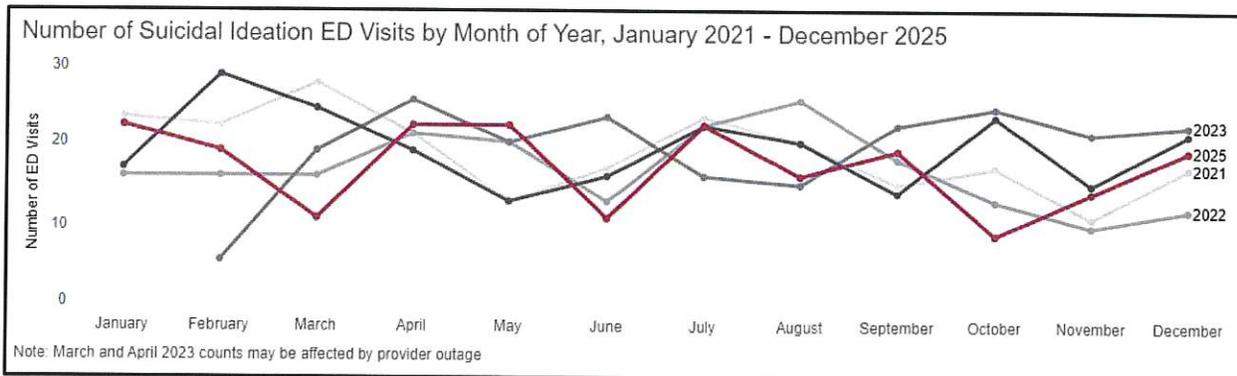
GCPHD is currently awaiting review of the FSR by the PHIG managers in KGMS. On February 10, 2026, the KGMS project manager notified the PHIG managers via email that the FSR is in the PHIG review queue. Once their review is completed, GCPHD will be able to submit a request for payment in the amount of \$43,294.29.

##### STI Rate

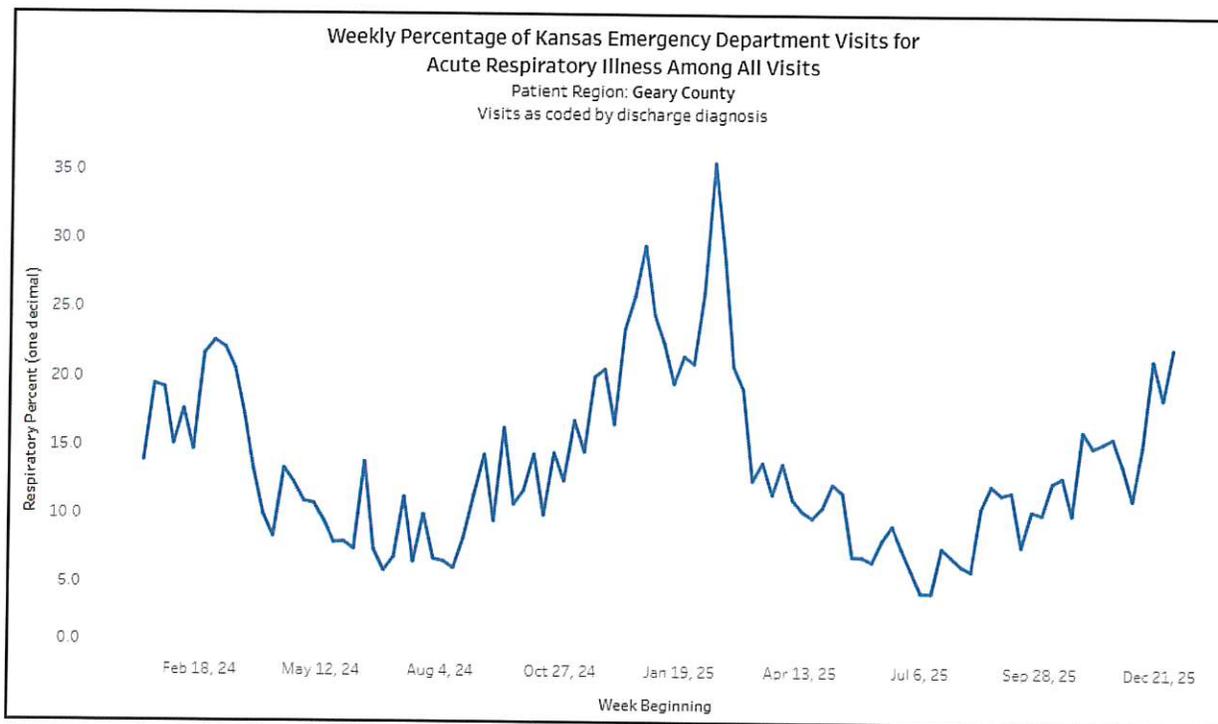
In 2025, reported STI cases decreased compared to 2024, with an overall reduction of approximately 6 percent year over year. This decline represents a modest but meaningful improvement and suggests progress in slowing STI transmission following the increase observed in the prior year. Continued prevention, screening, and treatment efforts will be important to sustain and build on this downward trend.

#### 2. Disease Surveillance and Outbreak Updates

##### Suicidal Ideation: DEC25 - **19 Patients**; NOV25 - **14 Patients**

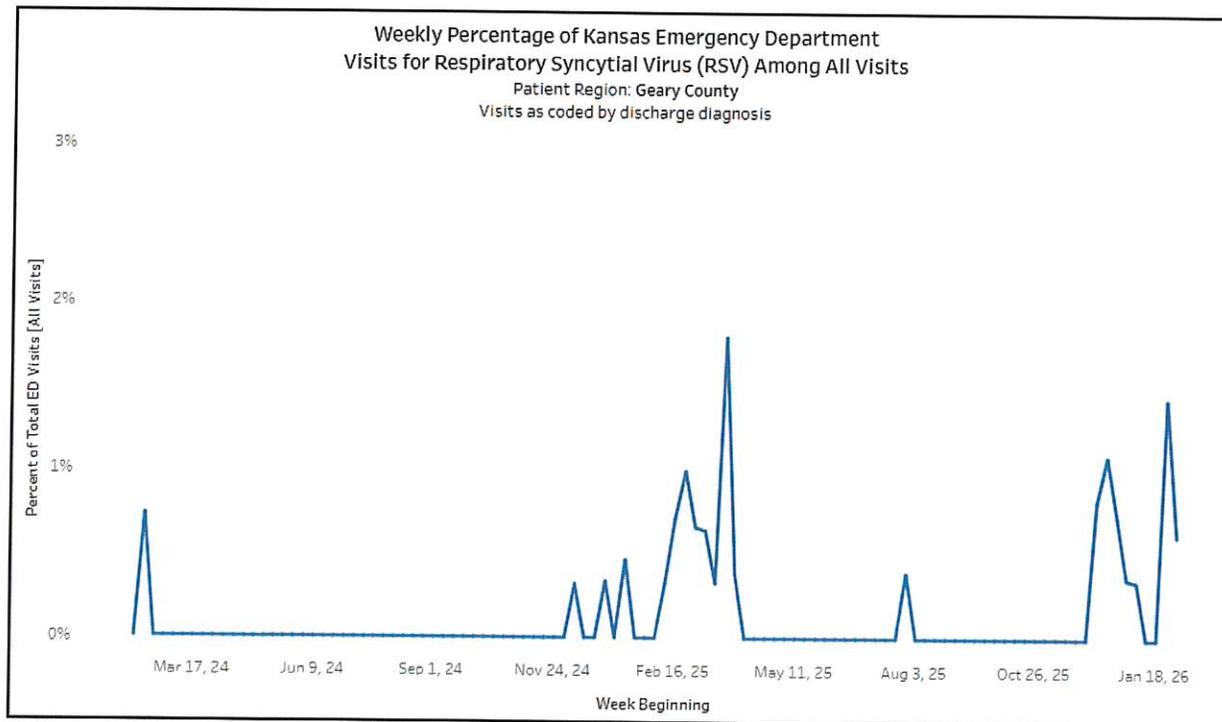


**Acute Respiratory Illness – FEB26: 18.5% - JAN26: 22.2% - FEB25: 17.5%**

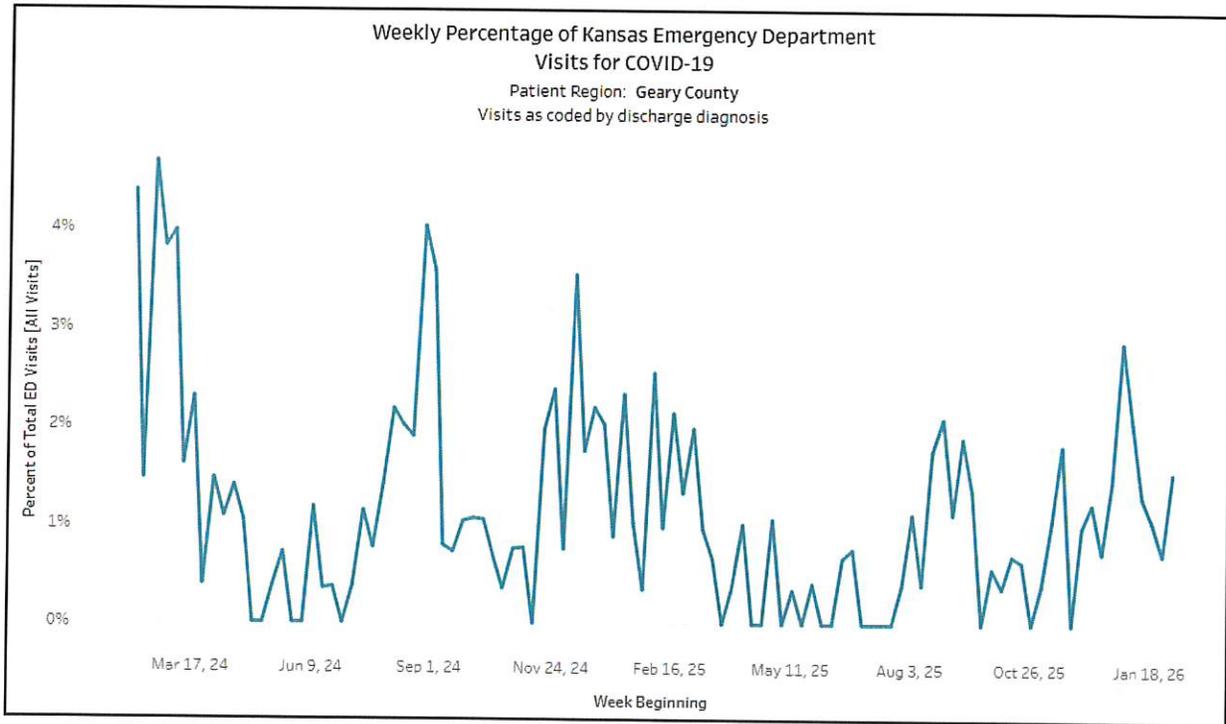


Acute respiratory illness includes diagnostic codes that are associated with a broad range of acute respiratory illnesses including codes for specific respiratory infections (e.g., influenza, RSV) and for general respiratory illnesses such as cough or pneumonia.

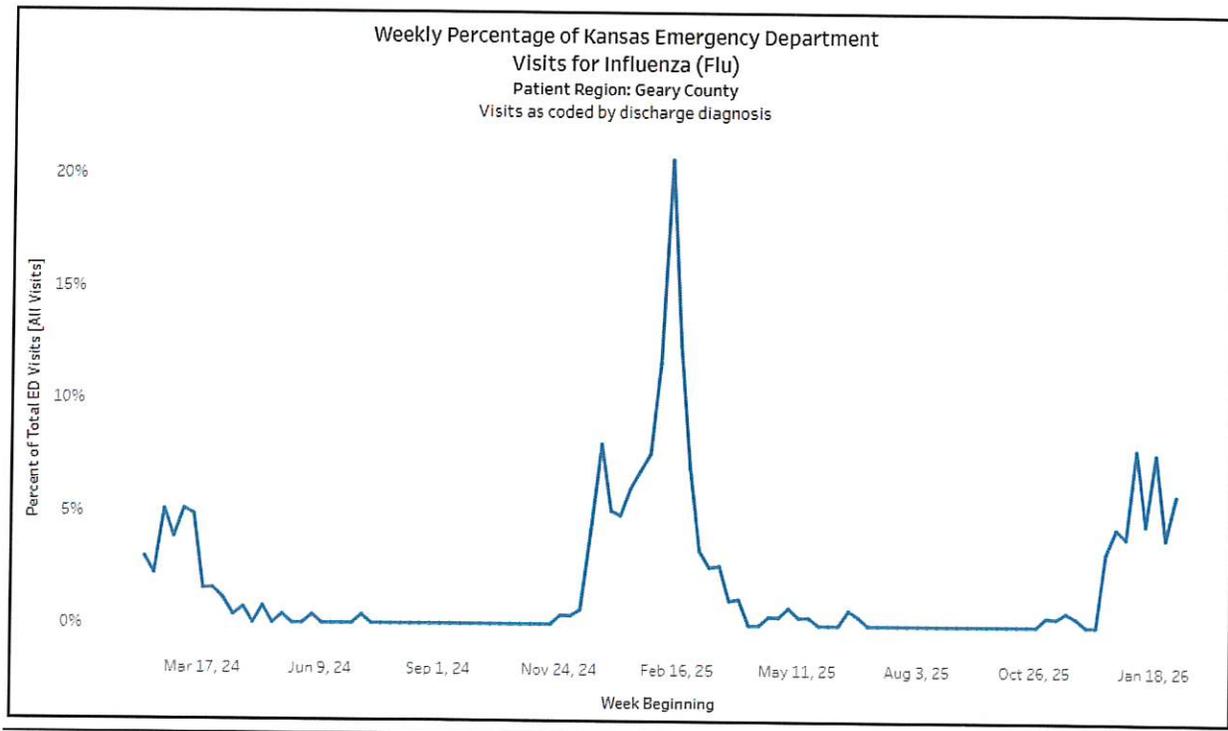
**RSV – FEB26: 18.5% - JAN26: 22.2% - FEB25: 17.5%**



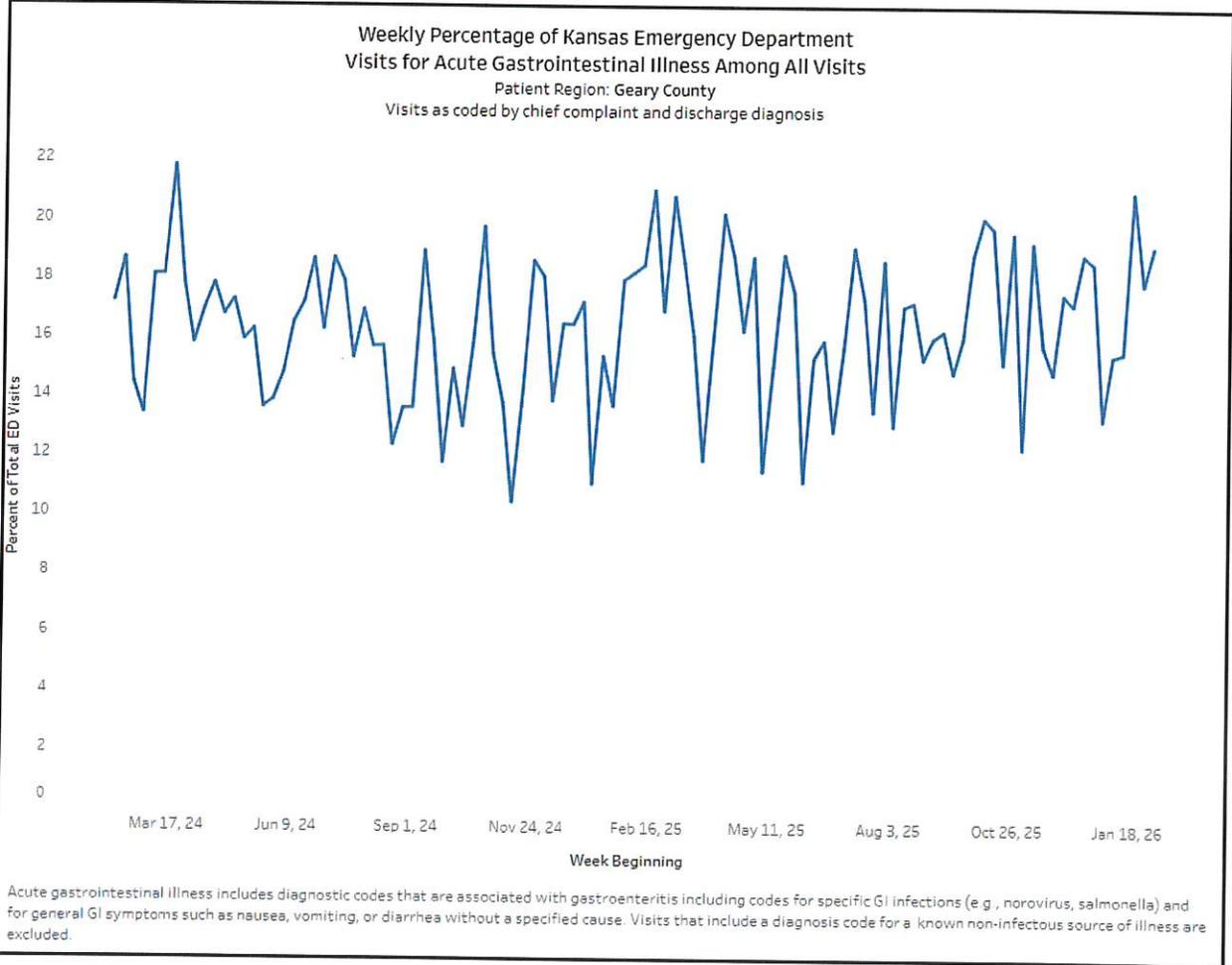
**COVID-19 – FEB26: 1.5% - JAN26: 2.9% - FEB25: 4.4%**



**Influenza – FEB26: 5.9% - JAN26: 3.9% - FEB25: 5.0%**



**Gastrointestinal Illness - FEB26: 19.1% - JAN26: 13.6% - FEB24: 17.2%**



### 3. Sensitive Disease and Surveillance Report

Sensitive Disease Report	DEC25	2025
Active Tuberculosis	0	1
Acute Flaccid Myelitis	0	0
Chlamydia	15	162
Congenital Syphilis	0	0
Gonorrhea	3	34
HIV	0	2
Influenza-associated pediatric mortality	0	0
Latent Tuberculosis	0	2
Mpox	0	0
Syphilis	0	10

Surveillance Report	DEC25	2025
Campylobacteriosis	0	1
Carbapenemase-Producing Organisms (CPO)	0	0
Cryptosporidiosis	0	0
Cyclosporiasis	0	1
Giardiasis	0	1
Hepatitis B, chronic	0	0
Hepatitis C, chronic	1	6
Histoplasmosis	0	1
Invasive pneumococcal disease	0	2
Malaria	0	2
Pertussis	0	0
Salmonellosis	1	6
Shiga toxin-producing E. coli	0	2
Varicella	0	0
Vibriosis	0	2

**4. Patient Encounters**

Patient Encounters 12/01/25 - 12/31/25	
COVID	0
Immunizations	65
Nurse Visit	9
Outreach Prevention Early Intervention	58
Paternity	3
Pregnancy	0
Select Visit Type	2
Sexually Transmitted Infections	7
TB Screening	81
Catholic Charities	12
Salvation Army	0

**5. Training and Professional Development**

Upcoming Staff Training:

Personal Protective Equipment – GCPHD Staff

**6. Community Engagement and Partnerships**

Current Partnership Activities:

JC Main Street, Salvation Army, Catholic Charities, NE HCC, Konza Prairie Community Health Center, Delivering Change, Riley County Public Health

Upcoming:

Safe Kids Program Expansion

OPEIS Program Expansion

**7. Administrative and Operational Updates**

Staffing Updates:

New Hire: None - Departures: None - Adjustments: None - Vacancies: None

Facility Updates: Maintenance conducted on urinal, outside lights, and removal of unused filing cabinets, fire alarm parts replaced

## 8. Financial Update

### Health Department Deposits

01/01/2026 - 01/31/2026

Date	Cash	Check	Credit Card	ACH
1/5/2026			\$ 45.00	
1/7/2026				\$ 19,217.00
1/7/2026			\$ 65.00	
1/9/2026	\$ 145.75	\$ 229.50	\$ 50.00	
1/14/2026			\$ 33.68	
1/16/2026	\$ 115.00	\$ 248.14		
1/21/2026			\$ 10.00	
1/22/2026		\$ 60.00	\$ 135.00	
1/27/2026			\$ 235.00	
1/30/2026	\$ 125.00	\$ 16,293.14	\$ 15.00	
<b>Total:</b>	<b>\$ 385.75</b>	<b>\$ 16,830.78</b>	<b>\$ 588.68</b>	<b>\$ 19,217.00</b>

Type of Payment	
12/28/25 - 02/01/26	
Cash	\$404.43
Card	\$927.26
Insurance	\$6,031.44

\* Insurance reflects the total amount billed prior to deducting the vaccine acquisition cost to GCPHD.

Vaxcare 12/01/25 - 12/31/25	
Compensation	\$925.34
Deductions	\$1,654.78
Total	-\$729.44

# GEARY COUNTY PUBLIC WORKS DEPARTMENT

Jeremie Myers, Public Works Administrator  
310 East 8<sup>th</sup> Street, Junction City, KS 66441  
(785) 238-3612



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## Public Works Board of County Commissioners Meeting Agenda

Date of Meeting: February 17, 2026

1. KONE Courthouse Public Elevator Quote
2. Detention Center Lock 2-Year Service Agreement
3. Sheriff Generator Preventative Maintenance Contract
4. Dundon Road Culvert Replacement Project
5. Off-System Bridge Agreement Project No. 31 C-5401-01
6. KVE Survey Quote
7. FEMA DR#4824 Updates
8. Proposal for Preliminary Engineering Report for Kansas Falls Road
9. Solid Waste Management Plan Approval
10. Safe Streets & Roads for All (SS4A) Engagement Map & Website

## GEARY COUNTY PUBLIC WORKS DEPARTMENT

Jeremie Myers, Public Works Administrator  
310 East 8<sup>th</sup> Street, Junction City, KS 66441  
(785) 238-3612



February 12, 2026

RE: Geary County Solid Waste Management Plan 2025 Annual Review Report

Dear Commission,

The Geary County Solid Waste Management Committee held their annual meeting on February 5<sup>th</sup>, 2026. There were a couple of changes to this plan and a recap of the changes are provided below:

- In 2025, Geary County Public Works Department did not utilize Summer and Winter Hours of Operation at the Landfill. The Landfill stayed open the same time all year-round, 8:30am – 4pm, Monday – Friday. The Landfill is open 8am – 2pm the second Saturday of each month.
- The verbiage regarding the new contract with Hamm, Inc was included to show a new contract took effect January 1, 2026.
- Lastly, we removed language of notating the specific vendor we had used in the past for the monitoring wells testing at the Landfill. A different vendor was used in 2025, so the verbiage changed to state “a selected vendor specializing in monitoring well testing per KDHE guidelines.”

As a committee, we would recommend the Geary County Board of Commissioners approve and adopt the 2025 Annual Review plan.

Respectfully Submitted,



Jeremie Myers  
Committee Chair



**GEARY COUNTY**  
**SOLID WASTE**  
**MANAGEMENT PLAN**

**Geary County**  
**Solid Waste Management Plan 2025**  
**Annual Review**

Geary County Board of Commissioners

Kathy Tremont

Keith Ascher

Trish Giordano

Geary County Solid Waste Management Committee

Jeremie Myers (Chair)

Ray Ibarra (Secretary)

Kevin Connell

Jeff Roether

Keith Ascher

Mike Houck

Luke Erichsen

Susan Moyer

Kyler Langvardt

Peter Rombold

Chris Srackangast

## Geary County Solid Waste Management Committee 2025 Annual Review Attendance Roster - February 5, 2026 @ 5:15PM

NAME	MEMBERSHIP CATEGORY	ADDRESS	PHONE #	EMAIL	SIGNATURE
SUSAN MOYER	GENERAL PUBLIC	5496 Clarks Creek Junction City, KS 66441	785-238-6274	<a href="mailto:susanm@iclib.org">susanm@iclib.org</a>	
KYLER LANGVARDT	JUNCTION CITY	516 Brooklawn Dr. Manhattan, KS 66502	785-761-5821	<a href="mailto:klangvardt@ksu.edu">klangvardt@ksu.edu</a>	
PETER ROMBOLD	JUNCTION CITY	809 Crestview Drive Junction City, KS 66441	785-238-3126	<a href="mailto:rombold@hooverlawfirm.com">rombold@hooverlawfirm.com</a>	
CHRIS SRACKANGAST	JUNCTION CITY COMMUNITY DEVELOPMENT DIRECTOR	700 N Jefferson Junction City, KS 66441	785-802-8702	<a href="mailto:chris.srackangast@junctioncity-ks.gov">chris.srackangast@junctioncity-ks.gov</a>	
JEREMIE MYERS	GEARY COUNTY COMMITTEE CHAIRMAN	9107 Glessner LN Junction City, KS 66441	785-209-1916	<a href="mailto:jmyers@gearycounty.gov">jmyers@gearycounty.gov</a>	
KEVIN CONNELL	GENERAL PUBLIC	3622 Brookfield Drive Milford, KS 66514	785-762-2937 785-223-3203	<a href="mailto:kevinconnell232@hotmail.com">kevinconnell232@hotmail.com</a>	
JEFF ROETHER	MILFORD	PO Box 55 Milford, KS 66514	785-375-8899	<a href="mailto:lakesideconst.llc@gmail.com">lakesideconst.llc@gmail.com</a>	
KEITH ASCHER	PUBLIC OFFICAL GE. CO. COMMISSIONER	11780 Ascher Road Junction City, KS 66441	785-238-5475	<a href="mailto:kascher@gearycounty.gov">kascher@gearycounty.gov</a>	
MIKE HOUCK	GENERAL PUBLIC	3226 Rolling Hill Drive Milford, KS 66441	785-239-2537 785-761-5979	<a href="mailto:mike.p.houck.civ@army.mil">mike.p.houck.civ@army.mil</a> <a href="mailto:mikehouck67@yahoo.com">mikehouck67@yahoo.com</a>	
RAY IBARRA	GENERAL PUBLIC	1502 St. Mary Road Junction City, KS 66441	785-238-4489	<a href="mailto:ray.ibarra@junctioncity-ks.gov">ray.ibarra@junctioncity-ks.gov</a>	
LUKE ERICHSEN	GRANDVIEW PLAZA	401 Brad St. Grandview Plaza, KS 66441	785-223-7330	<a href="mailto:l.erichsen@gvpks.org">l.erichsen@gvpks.org</a>	

## SOLID WASTE COMMITTEE MEMBERS 2025

<u>Name</u>	<u>Membership Category</u>
Jeremie Myers 9107 Glessner Lane Junction City, KS 66441 (785) 209-1916	Geary County Solid Waste Committee Chairman
Kevin Connell 3622 Brookfield Drive Junction City, KS 66441 785-762-2937	General Public
Jeff Roether P.O. Box 55 Milford, KS 66514 785-375-8899	Milford
Keith Ascher 11780 Ascher Road Junction City, KS 66441 785-375-5299	Public Official Geary County Commissioner
Mike Houck 3226 Rolling Hills Drive Milford, KS 66514 785-239-2537	General Public
Ray Ibarra 1502 St. Mary's Road Junction City, KS 66441 785-238-4489	General Public Secretary
Luke Erichsen 401 Brad Street Grandview Plaza, KS 66441 785-223-7330	Grandview Plaza

## SOLID WASTE COMMITTEE MEMBERS 2025

<u>Name</u>	<u>Membership Category</u>
Susan Moyer 5496 Clarks Creek Junction City, KS 66441 785-238-6274	General Public
Kyler Langvardt 516 Brooklawn Drive Manhattan, KS 66502 785-761-5821	General Public
Peter Rombold 809 Crestview Drive Junction City, KS 66441 785-238-3126	Junction City
Chris Srackangast 700 N Jefferson Junction City, KS 66441 (785) 802-8702	Junction City Planning & Zoning

GEARY COUNTY SOLID WASTE MANAGEMENT PLANNING COMMITTEE  
2025 Solid Waste Management Plan Annual Review

Print

Signature

Keith Ascher

Keith Ascher

RAY IBARRA

RAY IBARRA

Luke Erichsen

Luke Erichsen

Jeremie Myers

Jeremie Myers

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The above members of the Geary County Solid Waste Management Committee reviewed and approved of the 2025 Annual Review on February 5, 2026.

# TABLE OF CONTENTS

GLOSSARY .....	1
EXECUTIVE SUMMARY .....	4
OPERATIONAL POLICIES OF THE GEARY COUNTY SOLID WASTE MANAGEMENT COMMITTEE .....	7
CHAPTER 1: Introduction.....	10
Purpose, Authorization/Legislation .....	10
Public Input and Review, Plan Update .....	10
Financing, General Information on Geary County .....	11
CHAPTER 2: Existing Solid Waste Management.....	13
Waste Management Organization .....	13
Waste Generation .....	13
Waste Collection .....	13
Waste Disposal Methods.....	13
Geary County Transfer Station .....	14
Construction Demolition Landfills.....	14
Landfill Closure/Post Closure .....	15
Current Solid Waste Planning Status .....	15
Existing Solid Waste Management System Summary .....	15
Geary County Sanitary Code .....	16
CHAPTER 3: Program Goals, Objectives, and Policies.....	18
Program Goal.....	18
Program Objective.....	18
Program Policies.....	18
CHAPTER 4: Waste Reduction .....	19
Introduction.....	19
Large Efforts .....	19
Local Efforts.....	19
Papers Use.....	20
Waste Reduction Goal.....	20
Waste Reduction Objectives .....	20
Waste Reduction Policy/Action Plan.....	20

CHAPTER 5: Recycling.....	22
Introduction.....	22
Recycling Markets .....	23
Procurement Policies .....	23
Organization for Recycling .....	23
Current Local Programs.....	24
Education.....	24
Drop-off Recycling .....	24
Diversion/Market Development Programs.....	25
Potential for Recycling .....	25
Single-family Residential .....	25
Multi-family Residential .....	25
Commercial/Industrial.....	25
Cost of Recycling .....	25
Recycling Goal .....	26
Recycling Objectives.....	26
Recycling Policy/Action Plan .....	27
Education.....	27
Drop-off Recycling .....	27
Diversion Programs .....	27
Market Development .....	28
 CHAPTER 6: Yard Waste Processing .....	 29
Introduction.....	29
Composting .....	29
Wood Chipping.....	30
Firewood.....	30
Current Programs.....	30
Yard Waste Goal .....	31
Yard Waste Objectives .....	31
Yard Waste Policy/Action Plan.....	31

CHAPTER 7: Transfer Station Operations.....	33
Introduction.....	33
Facility Sizing .....	33
Current Operation .....	33
Sanitary Landfill Site .....	33
Introduction.....	33
Monitoring of Facility .....	34
Special Wastes.....	34
Household Hazardous and Agricultural Pesticide Waste.....	34
 CHAPTER 8: 2020 Coronavirus (COVID-19) Pandemic – Effects on Recycling/HHW/Transfer Station Operations .....	 39

## GLOSSARY

The following terms used in the Geary County Solid Waste Management Plan are defined below:

**Acceptable Waste:** Garbage, refuse, and other mixed municipal solid waste generated by residential, commercial and community sources but does not include Unacceptable Waste.

**Closure:** The physical act of securing, covering, and otherwise closing a terminated solid waste landfill, in accordance with all applicable regulations, to mitigate and abate environmental impacts and public health and safety hazards and nuisances, as well as to anticipate and resolve future problems.

**Composting:** The biologically controlled microbial decomposition of selected organic solid waste, resulting in an innocuous, stable, humus product, which can be used as a soil amendment.

**Geary County Solid Waste Management Committee:** A committee acting in an advisory capacity to Geary County on solid waste issues as required by Kansas Statutes (KSA-3405). Members are appointed by the Geary County Board of Commissioners.

**Geary County Solid Waste Fund:** The fund supported by landfill gate fees, general tax levies, or other sources of moneys, from which all activities relating to solid waste planning, recycling, and disposal are funded.

**Demolition Waste:** concrete, blacktop, bricks, stone facing, concrete block, stucco, glass, structural metal and wood from demolished structures and other inert waste materials as may be approved by the Kansas Department of Health and Environment.

**Hazardous Waste:** Wastes that pose a substantial danger immediately or over a period of time to human, plant, or animal life. A waste is classified as hazardous if it exhibits any of the following characteristics:

- Ignitability
- Corrosivity
- Reactivity
- Toxicity

These terms shall be defined as they are defined in the Federal Register of 19 May 1980 pg 33, 121-122.

**Household Hazardous Waste:** Hazardous wastes as defined above, which are exempt from the regulations governing the storage, transport, and disposal of hazardous waste, due to the minute volumes generated by a single household.

**Material Recovery Facility:** A facility which processes recyclables only. Processing may include separation, shredding, crushing, condensing, burning, and other methods required to transport and market materials.

**Municipal Solid Waste (MSW):** Mixed garbage, refuse, rubbish, trash, and other solid waste from residential, commercial, industrial and community generators which is collected in aggregate, but does not include auto hulks, street sweepings, ash, construction and demolition debris, household hazardous waste, mining wastes, sludges, tree and agricultural wastes, tires, and other materials collected, processed, and disposed of as separate waste streams.

**Post-Closure/Post-Closure Care:** The physical act of long-term monitoring and maintenance of a solid waste landfill for a specified number of years after closure.

**Processed Mixed Municipal Solid Waste:** Waste which has been collected and transported to a facility where it is subject to one or more processes including, but not limited to: separation, classification, densification, size reduction, incineration and/or biological treatment.

**Recyclable Materials:** Materials that can readily be separated and converted into raw materials from which new products can be manufactured and sold. Implies that a reliable market exists for the material.

**Residential Solid Waste:** Garbage, refuse, rubbish, trash, and other solid waste resulting from household activities.

**Resource Recovery:** Reclaiming, through the processing of municipal solid waste, materials, substances, or other products contained within or derived from the solid waste for sale or reuse.

**Reuse:** A secondary use of a material in its present form.

**Sanitary Landfill:** A licensed and approved site for the disposal of municipal solid waste designed and operated in accordance with a plan approved by the Kansas Department of Health and Environment and local government.

**Special Wastes:** A non-hazardous solid waste that is not mixed municipal solid waste and requires management other than that normally required for mixed municipal solid waste.

**Transfer Station:** An intermediate waste facility to which mixed municipal solid waste, recyclable or other materials are temporarily deposited before being transported to a processing facility or final disposal site.

**Unacceptable Waste:** Waste which would likely pose a threat to health or safety, may cause damage to a solid waste management facility, or will adversely affect the operation of a solid waste management facility.

**Waste Reduction:** Activities employed by generators of solid waste which will actually and measurably reduce the amount of solid waste generated per person or per household.

**Waste to Energy:** The process of converting solid waste to thermal energy with combustion.

**Waste Stream:** The sum of waste to be disposed of by all generators.

**Yard Waste:** Materials normally generated in the maintenance of residential gardens and yards, and multifamily residential, commercial, industrial, or public grounds maintenance. Such wastes are generally leaves, grass clippings, weeds, garden wastes, trees, and brush.

**GEARY COUNTY  
SOLID WASTE MANAGEMENT PLAN**

**EXECUTIVE SUMMARY**

**INTRODUCTION**

This plan is required by Kansas Statutes and serves as a guide for decision making regarding the management of solid wastes in Geary County. The plan is divided into ten chapters covering 9 areas of solid waste management. Following is a brief synopsis of our goal for each area listed.

**EXISTING SOLID WASTE MANAGEMENT**

This chapter describes the current system and the programs that are being implemented. Also included is the amount of waste being generated by various categories and per capita generation estimates. The Geary County Landfill was officially closed on February 28, 1994. Solid waste is being accepted at the Geary County Transfer Station and is currently being transported to a landfill in Douglas County.

**PROGRAM GOALS, OBJECTIVES AND POLICIES**

**PROGRAM GOAL:**

“To develop a comprehensive solid waste management system which”

- Protects public health and safety.
- Preserves and protects the environment and natural resources
- Provides cost-effective methods of processing and disposal

**PROGRAM OBJECTIVE:**

- Minimize landfill use in or by Geary County through the use of sound management methods including waste reduction, source separation recycling, and diverting of yard waste

**PROGRAM POLICIES:**

1. The Geary County Solid Waste Management Plan will serve as a guide for management of all the municipal solid waste generated within Geary County.
2. The Geary County Solid Waste Management Plan will emphasize a balanced and integrated solid waste management system which

will be based on the following hierarchy of components in descending order of priority:

- WASTE REDUCTION
- RECYCLING
- YARD WASTE PROCESSING
- LANDFILLING

## **WASTE REDUCTION**

**GOAL:** To reduce the volume of solid waste generated in Geary County.

### **OBJECTIVES:**

1. To decrease the purchases of nondurable and disposable items.
2. To increase the reuse of items as many times as is possible before discarding.
3. To increase purchases of quality items which last longer.
4. To increase purchases of items in bulk or items which do not have unnecessary packaging.
5. To encourage recycling.

## **RECYCLING**

**GOAL:** To recycle as much of our solid waste as possible, with goals that are consistent with the Federal and State goals.

### **OBJECTIVES:**

1. To educate the General Public on the importance of recycling, what to recycle, how to recycle, and where to recycle in Geary County.
2. To promote and encourage source separation of recyclables as the most efficient and cost-effective method of recycling.
3. To develop community-wide recycling programs.
4. To maintain and improve the availability of drop-off recycling opportunities.
5. To establish policies which promote the development of recycling markets and the creation of new products from recycled materials.
6. To identify and promote the recycling of new commodities.
7. To develop a program which is convenient for consumer participation.
8. To develop a program which allows private trash collectors to remain in business.
9. To have the greatest waste generators pay the greatest portion of the solid waste management costs.

## **YARD WASTE PROCESSING**

**GOAL:** To divert all yard waste from the landfill to an appropriate use of location.

### **OBJECTIVES:**

1. To reduce the amount of yard waste generated.
2. To encourage the use of yard waste at the point of generation.
3. To utilize all yard waste collected in an economical and productive manner.
4. To produce products from yard waste that are marketable.

## **TRANSFER STATION**

**GOAL:** To maintain a quality transfer station to process for transport all of Geary County's, and if feasible the region's, present and future solid waste in an economical manner.

### **OBJECTIVES:**

1. To develop an attractive facility that will be an asset to the community.
2. To provide all necessary utilities to the facility to ensure a safe, efficient, and sanitary operation.
3. To have all Geary County municipal solid waste delivered to the permanent transfer station for processing.
4. To allow and encourage regional use of the Geary County Transfer Station.

## **LANDFILLING**

**GOAL:** To provide for environmentally safe, economical, and politically acceptable landfilling of the least amount of Geary County solid waste as possible.

### **OBJECTIVES:**

1. To minimize disposal of Geary County municipal solid waste and process residuals in landfills.
2. To limit landfilled material, to nonrecyclable, nonreusable municipal solid waste.
3. To dispose of waste remaining after all reduction programs in a regional landfill, either public or private, that is within an economical distance, environmentally safe, politically acceptable and in conformance with all applicable regulations and standards.

## **SPECIAL WASTE**

**GOAL:** To reduce the volume of special wastes being disposed of and ensure correct management of those special wastes that are landfilled.

**OBJECTIVES:**

1. To reduce the amount of special waste generated.
2. To recycle or reuse as much special waste as possible.
3. To landfill special wastes as a last resort and in an environmentally acceptable manner.

## **OPERATIONAL POLICIES OF THE GEARY COUNTY SOLID WASTE MANAGEMENT COMMITTEE**

### **ARTICLE I - Membership**

- Section 1     The membership of the Committee shall consist of those individuals appointed by the Board of County Commissioners of the County of Geary, pursuant to Kan. Stat. Ann. § 65-3405.
- Section 2     The Committee may appoint additional members to serve on the Committee in an advisory capacity, but the same shall be without voting privileges. Said appointment shall be made by a majority of the members appointed by the Board of County Commissioners of the County of Geary.

### **ARTICLE II - Officers and Duties of Officers**

- Section 1     There shall be a chairman, vice chairman, and secretary of the Committee, who shall be elected by a majority of the membership. In the event of a resignation by any one of said officers, the remaining members of the Committee shall have the power to elect a member to fill the unexpired term of said office.
- Section 2     The chairman shall be the Geary County Public Works Administrator and shall preside at all meetings of the Committee. The Chairman shall issue the call for regular and special meetings, and shall perform such other duties as may, from time to time, be assigned to him by members of the Committee.
- Section 3     The vice chairman shall occupy the position of chairman and perform the chairman's duties if for any reason the chairman is

absent, and such other duties as may be assigned to him from time to time by the chairman.

Section 4 The secretary shall keep all records and be in charge of the correspondence of the Committee.

### **ARTICLE III - Meetings**

Section 1 There shall be an annual meeting each year. Additional meetings will be held as needed. The membership will be notified at least 5 working days in advance of the date and place of any meeting. Such notification of any meeting shall include an agenda of business to be considered at the meeting.

Section 2 The chairman may call a special meeting of the Committee as needed, or in the event, any three members of the Committee make a written request for a special meeting of the Committee.

### **ARTICLE IV - Quorum and Amendments**

Section 1 It shall take four members of the Committee shall constitute a quorum to do business.

Section 2 Changes to these policies may be made at any official meeting of the committee and shall become enacted after approval by the County Commissioners of Geary County.

Section 3 Proposed changes to these policies will require a 2/3 affirmative vote of the membership of the committee.

### **ARTICLE V - Committees**

Section 1 The chairman shall have the authority to appoint members of ad hoc committees as needed. Said ad hoc committees will continue until they have completed the task to which they were appointed.

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## CHAPTER 1

### INTRODUCTION

#### **PURPOSE**

The purpose of this plan is to communicate the policies, functions, activities, and facilities for collection, processing, and disposal of solid waste in Geary County. This Plan, and its subsequent revisions; will serve as a guide for solid waste management as the County meets legislative mandates and strives to manage solid waste generated within its borders in a manner which is sustainable, environmentally sound, and fiscally responsible.

#### **AUTHORIZATION/LEGISLATION**

This report was prepared pursuant to the Kansas Solid Waste Management Act of 1970, K.S.A. 65-3406.

#### **PUBLIC INPUT AND REVIEW**

Geary County has established its Solid Waste Management Committee, and subcommittees thereof, to involve citizens and local officials in the preparation and implementation of the Geary County Solid Waste Management Plan. The Committee has reviewed and provided comments regarding this plan and has made recommendations for revisions to the drafts. Recommendations were also formally made to the Board of County Commissioners regarding solid waste policy and the adoption of this Plan for submission to the Kansas Department of Health and Environment. It was the policy of the Committee to meet on a monthly basis for purposes of review, public information, and the taking of appropriate action. Following the completion of plan drafts, copies were given to all Committee members and made available to the public for review and comment. Copies are available for review at the City Manager's Office, Junction City Municipal Building, the Dorothy Bramlage Public Library, Geary County Clerk's Office, Grandview Plaza City Building, Milford City Building and the Geary County Extension Office. This plan is also available on the City of Junction City and the Geary County Websites.

#### **PLAN UPDATE**

The Geary County Solid Waste Planning Committee will review the current plan annually and conduct a five-year plan review.

#### **10 YEAR TIMETABLE**

**(2023-2028)**

2023-2028	Expand recycling Opportunities to the Cities of Grandview Plaza and Milford.
2028-2033	Consider program for small quantity hazardous waste generators.

### **FINANCING**

Geary County operates the Transfer Station and supports recycling programs from the proceeds of the Solid Waste Tipping Fee. The Solid Waste Fund continues to be adequate to satisfy current needs. But tipping fees might need to increase in the future if expansion of recycling programs is adopted in the next ten years.

### **GENERAL INFORMATION ON GEARY COUNTY**

Geary County lies in the northern edge of the Kansas Flint Hills. The Flint Hills area is grassland utilized in cattle grazing and is located in eastern Kansas running from the Nebraska border to the Oklahoma border. The Flint Hills area is characterized by flat ridge tops, strong side slopes, small stream valleys, grass, limestone outcroppings and very few or no trees. Population is low, mainly found in scattered farms/ranches. Stream and creek beds flow in a northerly direction, draining into the Kansas and Smoky Hill Rivers. The other major topographic feature is Milford Lake, a flood control project completed in 1967, which dams water on the Republican River in the northern part of the county. The other major waterway is the Smoky Hill River. The Republican and Smoky Hill Rivers join at a point approximately two miles east of Junction City to form the Kansas River.

There are three incorporated cities in Geary County: Grandview Plaza, Milford, and Junction City. Junction City is largest city and the County seat. Incorporated in 1859, Junction City is a first-class city with a Commission/City Manager governmental organization. In addition to being the County government seat, Junction City is the site of local medical services, financial institutions, industry, and education. It is also the retail and residential center of Geary County.

The City of Milford is a third-class City with a Mayor-Council governmental organization. The townsite is primarily a residential community with little or no services being offered. The city was incorporated in the 1920's and relocated in the 1960's as a result of the construction of the Milford Dam.

The City of Grandview Plaza is a third-class City with a Mayor-Council governmental organization. Incorporated as a city in the 1960's, Grandview Plaza is primarily a residential community with very limited services.

Milford Federal Reservoir is located in northwest Geary County. Milford Lake has a water surface of 15,700 acres with 163 miles of shoreline containing ten public access areas. Fishing and boating are the main activities at Milford Lake. Each year the lake attracts thousands of visitors who enjoy and take advantage of the many recreational opportunities available.

Ten major soil types were identified in a 1955 USDA Soil Survey. The Sogn-Florence is the most prominent soil (90,000 acres), measuring approximately nine inches thick atop a layer of bedrock limestone. Tully-Mein-Hobbs is the

second most prominent (38,000 acres), an alluvial soil found along secondary streambeds. The Crete soil association (29,300 acres) is along the east/west upper edges of the Republican River Valley. The Irwin soil association, fourth in prominence (27,100 acres), is found in the southeastern part of Geary County. The highest elevation in Geary County is 1,555 feet above sea level located just north of the Geary County/Morris County line, about one mile west of Kansas Highway 177 (N 38°52.384', W 96° 32.029'.) The lowest elevation is 1,024 feet above sea level where the Kansas River leaves Geary County and enters Riley County (N 39° 5.488', W 96° 42.389'.) The higher elevations are in the Flint Hills area in the eastern and southeastern part of the county. Elevations of 1,024 to 1,100 feet above sea level are located in the Kansas, Smoky Hill, and Republican River Valleys.

Soils in Geary County have been deposited separately by, or in combination with wind, water, and residual materials. Outcroppings of shale and limestone formations occur throughout the county. The rocks of Geary County are of the Permian System. The two major rock groups are Chase and Council Grove. The Chase group of shale and limestone vary from one to forty-five feet thick and have been utilized as building material. The Council Grove group formations are thinner bedded and less massive than the Chase group. Pleistocene and Post-Pleistocene sediment material mantle the bedrock in many places. Windblown materials were deposited primarily in the northwest part of Geary County. The original plant cover was predominately tall grasses. Trees were largely confined to steep bluffs, generally facing north and to the flood plains.

## CHAPTER 2

### EXISTING SOLID WASTE MANAGEMENT

#### **WASTE MANAGEMENT ORGANIZATION**

In Geary County, the responsibilities of solid waste management rest with the Board of County Commissioners, assisted by the Geary County Public Works Department staff and the Geary County Solid Waste Management Committee.

#### **WASTE GENERATION**

The Geary County Public Works Department estimates that the total tons of municipal solid waste accepted at the Geary County Transfer station from 2017-2021 was 181,513.54 tons. The tonnage ranged from 80.60 tons to 148.95 tons per operational day (Monday – Saturday). Which averages to 118.636 tons per Operational day. Using the 2020 Census population number of 36,739 residence and based on a 5-year average of solid waste generated. The generation rate per capita is estimated to be 6.45 pounds per person per operational day (5.41 pounds every day).

#### **WASTE COLLECTION**

Solid waste collection in Geary County is done by the private sector, except in the city of Junction City where there is both private and municipal waste collection. Licensing requirements for private haulers varies with the municipality.

Cities with haulers operating in their jurisdiction are the Cities of Junction City, Milford, and Grandview Plaza. Trash pickup at the home, commonly referred to as curbside pickup, is also provided to numerous developments and farms outside of city limits. The Geary County Transfer Station, located at 1509 North Perry Street in Junction City is the designated site for waste collected in Geary County, although other State approved area landfills are utilized by private haulers from time to time. Currently there are only 2 location drops for recyclables. One is located at 304 East 8<sup>th</sup> St. (HHW Building), Open M -F 8:00am – 4:00pm. Beginning January 2024, recycling drop off at this location opened to the public every 2<sup>nd</sup> Saturday of each month, 8:00am - 2:00pm. If a national holiday falls on that Saturday, it will be open to the public the following Saturday. The second location is 1509 N. Perry (Transfer Station), open Monday – Friday, 8:00am – 4:00pm and Saturday's 8:00am 2:00pm. Recyclable totals are recorded, and reports are sent to KDHE annually.

#### **WASTE DISPOSAL METHODS**

The primary method of solid waste disposal historically has been the sanitary landfill. Landfilling continues to be the main disposal method, although the use of alternative disposal methods continues to increase. Interest in alternative disposal methods has been sparked by the recent (1991) adoption of new federal regulations regarding the operation of landfills. These regulations will increase dramatically the cost of landfill operations.

Waste disposed of in sanitary landfills is called mixed municipal solid waste (MSW), and is defined as garbage, refuse and other solid waste from residential commercial, industrial and community activities which is generated and collected in aggregate. Hazardous wastes, liquids, sludges, raw sewage, some special wastes, and industrial wastes that have not been tested and specifically approved for disposal by the Kansas Department of Health and Environment and the local government are prohibited from disposal in sanitary landfills.

A sanitary landfill accepts MSW for disposal in accordance with a plan of operation. The intent of the sanitary landfill is to confine dumped waste to the smallest practical area, to reduce it to the smallest volume, and to cover it with an adequate layer of earth at the conclusion of each day's operation.

Currently, MSW generated in Geary County is disposed of in the Geary County Transfer Station. Occasionally Geary County MSW has been disposed of by private haulers in adjacent county landfills when the difference in disposal charges is great enough.

#### **Geary County Transfer Station**

The Geary County Transfer Station is located at 1509 North Perry Street, Junction City, Kansas, Section 1, Township 12 South, Range 5 East. The owner of the site is Geary County. Geary County is responsible for operation of the transfer station. Geary County decided to close its landfill in 1992 with the cooperation of and under the authority of the Kansas Department of Health and Environment. Official closure occurred on March 1, 1994.

MSW is taken to the Transfer Station only. Rates and charges for the transfer station are determined by the Board of County Commissioners and are adjusted periodically in order to cover operational costs. Currently the MSW is transported from the transfer station to a landfill located at 16984 3<sup>rd</sup> St. Lawrence, Kansas, Douglas County, owned and operated by HAMMS. The Geary County Transfer Station accepts all types of MSW. All State-regulated special wastes are prohibited. Other special wastes, such as Household Hazardous Waste and tires are diverted to other facilities whenever possible.

#### **Construction/Demolition Landfills**

There are currently no construction/demolition (C/D) landfills in Geary County. Most C/D wastes such as concrete, asphalt, brick, stone facing, concrete block, stucco, glass, sheetrock, plaster and lath, insulation, structural metal and wood from demolished structures, and other inert waste materials are disposed of at a privately-owned site approved by the Kansas Department of Health and Environment for construction/demolition wastes only. The Blixt C/D Landfill located in adjoining Dickinson County just east of town of Chapman closed May of 2022.

The closest C/D Disposal Sites near Geary County are:

- Acres of C/D Landfill LLC (Permit No – 0851), 15885 Military Trail Road, Wamego, KS 66547

- Clay County Landfill (Permit No – 0577), 1330 21<sup>st</sup> Rd, Clay Center, KS 67432
- Howle's Enterprises, LLC (Permit No- 0912), 625 S. 10<sup>th</sup> St., Manhattan, KS 66502
- Tarkio C/D Disposal, LLC (Permit No -0922), 120 Deep Creek Rd., Manhattan, KS 67467

Due to rising disposal costs and the increased out-of-county HHW material, neighbor counties are no longer accepting out-of-county HHW. Contact the C/D Disposal Sites listed above regarding the policies and procedures for their C/D Landfill operations.

### **LANDFILL CLOSURE/POST-CLOSURE**

The Geary County Sanitary Landfill has been closed per the plan contained in the "Geary County Landfill Closure Plan" dated March 1, 1994.

### **CURRENT SOLID WASTE PLANNING STATUS**

Planning activity has taken place in every facet of solid waste management in Geary County. This includes waste reduction, source separation of recyclables and yard waste, composting of yard wastes, and land disposal.

The County's approach to solid waste planning has been to utilize, as much as possible, the citizen advisory structure which has been established for this purpose. This includes numerous meetings of the Geary County Solid Waste Management Committee and its subcommittees. These subcommittees have dealt with: (1) Public Education, (2) Recycling; (3) Yard Wastes; (4) Construction/Demolition Wastes, and (5) Household Hazardous Waste.

It should be emphasized that this Plan is not a static document but a continually evolving process. At this writing, meetings are being conducted, discussions are taking place, and proposals are being formulated. The intent of this management plan is to continue the public involvement process as long as it is warranted and to continue to update the Plan as formal decisions regarding solid waste management are made.

The Plan process also must include and build upon the planning efforts of the past. To date, the last Solid Waste Management Plan document has been adopted in 2017.

### **EXISTING SOLID WASTE MANAGEMENT SYSTEM SUMMARY**

The existing Solid Waste System is functioning well and is adequate for Geary County at this time. Geary County continues to provide the public with a Transfer Station Facility for disposal of solid waste, and more recently a satellite H.H.W. Facility and Recycling Trailer.

Solid waste issues and problems within the study area include: continued expedient removal of illegally dumped waste and litter; additional efforts towards waste reduction of MSW at the Transfer Station using recycling; composting and H.H.W. as primary waste reduction tools; insuring that all Geary County residents

continue to have access to trash disposal service; continued enforcement of existing Solid Waste Management codes conducted by the Health Department and the City/County Codes Administrator to ensure compliance with local ordinances.

## **SANITARY CODE GEARY COUNTY, KANSAS**

### **Solid Waste Management**

SECTION 1      **PURPOSE AND INTENT:** The provisions of this chapter are for the purpose of regulating and providing for the safe and sanitary storage, collection, transportation, and disposal of solid waste within Geary County.

SECTION 2      **APPLICABILITY:** This code and all authorized rules, regulation, restrictions, and requirements shall apply from and after the effective date and adoption, to and throughout the unincorporated area of Geary County, Kansas, Geary County, Kansas, and to all person, property, establishments, and business activities located or constructed, regardless of ownership and acreage, within Geary County, Kansas and outside the municipal boundaries of any city.

SECTION 3      **WASTE MANAGEMENT REGULATIONS:**

The following statutes and regulations (as amended) are hereby adopted by reference:

K.A.R. 28-29-1 through 28-29-27 (as amended) Solid Waste Management Standards and Regulations, as authorized by K.S.A. 1981 Supp. 65-3406.  
K.S.A. 65-3401 through 65-3423 (as amended), Solid and Hazardous Waste.

K.S.A. 65-3430 through 65-3472 (as amended), Hazardous Wastes.

K.S.A. 68-2201 through 68-2215 (as amended), Junkyard and Salvage Control Act,

K.A.R. 36-27-1 through 36-27-13 (as amended), Junkyard and Salvage Control Regulations.

SECTION 4

**Investigative Reports:** The authorized representative shall, upon notification of the existence of any health hazard or nuisances pertaining to solid wastes within Geary County, shall investigate. Upon direction of the Geary County Commissioners, a written notice of appropriate action shall be sent to the landowner or person(s) responsible for the property. Facilities permitted by the Kansas Department of Health and Environment are exempt from this section.

Section 5

**Abatement:** In addition to, or as an alternative to prosecution as provided in Chapter 1, Article 7, Section 2, the County may seek to remedy violations of this section in the following manner:

If a person whom a notice has been sent pursuant to Chapter 5, the County Clerk shall give notice to the person, corporation, partnership, or association found to be in violation of this chapter, by Certified mail of the cost of abatement of the hazard or nuisance, to include administrative costs. The notice shall state that payment of costs is due and payable within 30 days following receipt of the notice. If the costs remain unpaid after 30 days following receipt of notice, such costs shall be charged against the lot or parcel of the ground on which the hazard or nuisance was located

## CHAPTER 3

### PROGRAM GOALS, OBJECTIVES AND POLICIES

Geary County has been actively revising its solid waste management system since 1973 when it developed its first County-wide Solid Waste Management Plan. Since that time, consideration of systems has progressed from consideration of landfilling only to an integrated system that includes waste reduction, source separation of yard waste and recyclables, processing of separated yard waste, marketing of recovered materials, and disposal of the residue. The breadth of solid waste management has increased considerably in the minds of decision makers and staff. This new perspective is reflected in the policy statements below:

#### **PROGRAM GOAL:**

To develop a comprehensive solid waste management system which:

- Protects public health and safety
- Preserves and protects the environment and natural resources
- Provides cost-effective methods of processing and disposal

#### **PROGRAM OBJECTIVE:**

- Minimize landfill use in or by Geary County through the use of sound management methods including waste reduction, source separation recycling, and diverting of yard waste.

#### **PROGRAM POLICIES:**

1. The Geary County Solid Waste Management Plan will serve as a guide for management of all municipal solid waste generated within Geary County.
2. The Geary County Solid Waste Management Plan will emphasize a balanced and integrated solid waste management system which will be based on the following hierarchy of components in descending order of priority:
  - WASTE DISPOSAL
  - YARD WASTE PROCESSING
  - WASTE REDUCTION
  - RECYCLING

## CHAPTER 4

# WASTE REDUCTION

### INTRODUCTION

Waste reduction may be defined as "The process of reducing the amount of solid waste generated which includes product reuse, increased product life, reduced material use, in product design and packaging, and decreased consumption of products." Waste reduction may be further defined as activities employed by generators which, actually and measurably will reduce the amount of solid waste generated per person or per household. It also may include activities such as backyard mulching/composting of yard wastes; however, this area will be covered later in the Plan.

From this definition, it can be seen as cost cutting measures regularly practiced by business and industry, and conscientious purchasing patterns practiced by consumers qualify as waste reduction. Business and industry respond to the profit motive, which is perhaps the greatest incentive to reduce unnecessary consumption and waste in their processes. Most consumers, however, are willing to pay for convenience resulting in the purchase of products that are packaged for that purpose or products that are not needed.

Waste reduction activities can be cost-effective ways to manage solid waste because material does not enter the waste stream. These activities are often the most difficult to accomplish, since they require changes in lifestyle, consumption patterns, work habits, and require voluntary effort by homeowners, businesses, agencies, and individuals. Waste reduction is best accomplished through education. Emphasis must be placed on making consumers aware of the consequences of their actions and/or inactions, and on informing citizens, public officials, and businesses of methods to reduce waste volumes.

### LARGER EFFORTS

There are some techniques of waste reduction that require a context larger than Geary County, though the County will support and participate in them whenever possible. Some examples include changes in types of products, changes in the way products are packaged, changes in the durability of products through extended product warranties, and changes in manufacturing processes which result in reduced material use. These techniques require industry support and regional coordination. Through consumer preference in choosing products and companies which provide opportunities for waste reduction, we all can have an influence on these processes.

### LOCAL EFFORTS

There are many waste reduction techniques that can be done by individuals and businesses. These include, but are not limited to reducing paper use, purchasing

used equipment, and purchasing groceries and home products with the intent of reducing waste.

### **PAPER USE**

Paper use in some businesses, governmental offices and educational institutions is extensive. Measures that can reduce this use are double sided copying, simplifying forms, and eliminating all but the essential use of paper through the use of computer/word processor and electronic mail or E-mail. These measures can reduce paper consumption by one-half and usually increase efficiency in the process.

### **WASTE REDUCTION GOAL:**

To reduce the volume of solid waste generated in Geary County.

### **WASTE REDUCTION OBJECTIVES:**

Private citizens, municipalities, government agencies and businesses will attempt:

1. To decrease purchases of nondurable and disposable items.
2. To increase the reuse of items as many times as possible before discarding.
3. To increase purchases of quality items which last longer.
4. To increase purchases of items in bulk or items which do not have unnecessary packaging.
5. To encourage recycling.

### **WASTE REDUCTION POLICY/ACTION PLAN:**

1. Develop a waste reduction education and information package through the County Solid Waste Management Committee and the Kansas State Extension Services, for use by local municipalities, churches, schools, consumer groups, clubs, service organizations, and homemaker organizations.
2. Include in waste management presentations a segment on waste reduction. Make available information on the subject, indicating that further technical assistance and information on waste reduction will be made available to communities or individuals requesting it.
3. Distribute, when available, literature and offer technical assistance on the subject of waste reduction targeted at the homeowner and small business.
4. Provide technical assistance and information, upon request, to local governments, schools; and quasi-public institutions such as hospitals, health care facilities, and housing for the elderly, enabling them to implement local waste reduction programs.

5. Urge local communities to support voluntary reduction activities of their citizens through sponsorship of an education and information program.
6. Assist communities in assessing their progress towards meeting reduction objectives by making available to the communities:
  - Per capita residential generation data
  - Technical assistance, as requested by the communities
7. Require that local municipal/governmental agencies implement in-house purchasing resulting in less waste being generated.
8. Work with local groups to develop a commercial waste reduction program. The program would provide information to businesses on the advantages of and the opportunities for waste reduction through waste audits, disposal alternatives, and the marketing of waste byproducts.

## CHAPTER 5

# RECYCLING

### INTRODUCTION

Recycling can be defined as the process of capturing materials before they enter the waste stream (Source Separation) or after they enter the waste stream and before they are ultimately disposed of (Resource Recovery), returning them to industry for remanufacture into another product, and sale of the remanufactured item in the marketplace. Using this definition becomes evident that recycling is not fully complete until the material involved is returned to commerce. The full cycle thus involves all aspects of materials handling including:

- Collection
- Sorting
- Processing for Shipment
- Transporting
- Remanufacture
- Resale in the market

In recent years recycling as a solid waste management strategy has been increasing in popularity among the General Public as well as within the solid waste management profession. The reasons for this shift in emphasis from landfilling to recycling are:

The cost of landfilling has increased dramatically due to:

- Closure of landfills reaching capacity or contaminating groundwater.
- Expense of groundwater remediation following contamination.
- Expense of litigation following contamination.
- Scarcity of physically or politically appropriate sites for new landfills.
- More stringent Federal and state regulations.

Markets for recyclables have changed due to:

- Increased research and development into new products and technologies to make recycling more economical.
- Recycling facilities is the result of state legislation banning materials from landfills and promoting recycling programs at the local level.
- Increased consumer demand for recycled products.
- Increased volumes of materials to be recycled.

The General Public is becoming more aware of the problems associated with waste disposal and is demanding more environmentally sensitive alternatives.

### **RECYCLING MARKETS**

As stated earlier, recycling as a waste management strategy is only viable if materials can be sold in the marketplace and eventually returned to commerce. Unfortunately, there is not always an economical market for all the materials that could be recycled.

In most cases, markets will vary from region to region depending on the proximity to an end-user. Transportation costs are often the limiting factor in determining the feasibility of recycling. Even though a certain material may have value to an end-user, the cost of transporting the material to the end-user may exceed its value.

Other than plastics and newspapers, the only materials which appear to have fairly stable markets are cardboard, aluminum cans, batteries, and some high-grade papers.

### **Procurement Policies**

Due to volume and repetitive purchases by business and government, procurement programs stressing the purchase of products made from recycled materials can be effective in creating a market demand. Examples are the use of recycled paper products such as paper towels, toilet paper, computer paper, copy paper, note and legal pads, letterhead and envelopes, and the use of recycled plastic bags or bins in curbside recycling programs. Eventually, if enough consumers demand the product, industry will invest more in production and the supply will increase to the point where prices of recycled products will be in line with other products. Indeed, even now there are cases where recycled products compare quite favorably.

### **ORGANIZATION FOR RECYCLING**

At present, there are a number of entities involved in recycling efforts in Geary County. These include for-profit businesses, not-for-profit organizations, and the various local governments. Geary County has attempted to bring a number of these groups together in a coordinated recycling program under the auspices of the Geary County Solid Waste Management Committee. This committee has met on numerous occasions to exchange ideas and formulate recommendations for the Geary County Board of Commissioners. In addition, the Geary County Public Works Department has provided staff support to the committees and commissioners, and along with the Geary County Extension Office, the Dorothy Bramlage Public Library, and the County Solid Waste Committee has provided information to the General Public regarding recycling programs and recycling opportunities in our community. The City of Junction City is looking to partner with Fort Riley on recycling in the future.

Despite these efforts, there are many recycling projects underway which do not involve the County in any way. All these efforts should be commended and encouraged to continue. However, it must be emphasized that an overall, coordinated, community-wide recycling program must involve local government

in order to be successful. The stark reality is that recycling will not happen to any degree if it is left entirely to the private, for-profit sector because of the low or negative returns-on investment involved. This certainly does not negate the possibility of public-private partnerships to design and implement recycling programs.

Until such time as markets for recyclables improve dramatically, local government will have to play a lead role in developing and directing recycling programs. For now, Geary County will continue to do that with the idea of trying to involve all sectors of the population in the effort, including other local governments.

### **CURRENT LOCAL PROGRAMS**

Following is a summary of the various recycling programs which Geary County has funded or participated in or is currently involved with. The programs have been divided into various categories for ease of presentation:

#### **Education:**

- Develop Three R's curriculum enrichment package – A set of exercises/experiments designed to stimulate interest in the concepts of Reduce, Reuse, and Recycle. Consists of two booklets designed for grades K-3 and 4-8, respectively.
- Develop library of resource materials. Items are available at the Geary County Extension Office.
- Conduct multi-media informational campaign including radio and television public service announcements and newscasts, newspaper articles and paid advertisements and presentation to various civic and religious organizations on an as-requested basis.
- Geary County publicizes the HHW / recycling in local newspaper and on the local TV station, on the County and City's website. In the future, we are looking into educating the public by advertising on the local news website (JC Post).

#### **Drop-off Recycling:**

Geary County's support of drop-off recycling to date has consisted basically of:

- Informing the General Public about recycling opportunities in the private sector and encouraging their use.
- Distribution of the Flint Hills Recycling Directory – A comprehensive listing of all reuse or recycling drop-off outlets for unwanted materials in the Northern Flinthills area.
- Currently Geary County owns two trailers and *twenty-four* recycle bins. Geary Counties Primary Recycling Center is located at 304 E. 8<sup>th</sup> St. Operation hours M – F 8:00am – 4:00pm. Beginning January 2024, recycling drop off at this location opened to the public on every 2<sup>nd</sup> Saturday of each month, 8:00am - 2:00pm. If a national

holiday falls on that Saturday, it will be open to the public the following Saturday. Recyclables are also collected at the Geary County Transfer Station, operation hours M – F 8:00am – 4:00pm, Saturdays 8:00am – 2:00pm.

### **Diversion/Market Development Programs**

- Christmas Tree Recycling Program – Geary County, City of Junction City, Kansas Wildlife and Parks and Geary County Fish & Game Association cooperate to collect trees after Christmas and utilize them in various locations for wildlife habitat.
- Paper – Many City and County Departments participate in a paper recycling program.
- Telephone books – Each year, students from the middle school conduct a used telephone book pickup program. They receive a small amount for each phone book collected. These books are delivered to a paper recycling plant in Hutchinson.

### **POTENTIAL FOR RECYCLING**

Using the 2020 Census population number of 36,739 residents and based on a 5-year estimated average of 37.47 tons of recycled materials for each year, Geary County residents recycled 2.03 pounds each for the past 5 years. Clearly, there is potential for greater recycling efforts in the Junction City and Geary County area.

### **Single Family Residential and Multi-Family Residential**

Geary County currently has a drop-off recycling program and does not differentiate between single and multi-family residences. (See Appendix A, for Recycling 2017-2021 tonnage reports).

#### **Annual Tonnage of Recycled materials**

2021 Year End Total = 35.22 Tons

2020 Year End Total = 20.50 Tons

2019 Year End Total = 41.44 Tons

2018 Year End Total = 41.15 Tons

2017 Year End Total = 49.08 Tons

### **Commercial/Industrial**

Commercial/Industrial waste includes construction/demolition materials which are currently disposed of in sites other than the transfer station. Source separation of cardboard and other high-volume recyclables results in a higher recovery potential than residential. The yard waste potential is less due to reduced amount of yard waste from these activities and on-site management practices.

### **COST OF RECYCLING**

As discussed previously, it is difficult at this time to fund recycling in a county the size of Geary County strictly from the revenues generated by the sale of recyclable items. Additional support is needed from tipping fees, taxes, or other

sources. The cost also will vary depending on the type of recycling done. Drop-off strategies may be employed with minimal expense, while curbside will cost considerably more. However, markets and prices for recyclable materials are improving and the possibility of establishing self sustaining recycling programs will need to be re-examined in the future.

The feasibility of recycling as a cost-effective method for managing solid waste also depends, to a large extent, on the cost of alternatives. Recycling will not be seen as a viable waste management option as long as it is relatively inexpensive to dispose of municipal solid waste by landfilling. At present there appears to be no financial incentive for the County, trash haulers, or citizens to recycle much of anything. Unfortunately, this perception is not a complete and accurate one because it is based entirely on the presumption that inexpensive and readily available land, with few environmental controls, at present value, makes landfilling the less expensive disposal choice. Not accounted for in this disposal cost are the long-term societal costs of not recycling which are external to the equation.

Some of these are:

- Pollution costs.
- Energy costs.
- Resource depletion costs.
- Reduced land value costs.
- Long-term monitoring, post-closure care, and remediation costs.
- Future costs associated with the conversion to a recycling economy, (e.g., the educational and training costs for a society which has been kept ignorant of its own waste problems and responsibilities; and
- The many costs associated with the transfer of responsibility of an area's waste to another part of the country with lower disposal fees.

Recycling, as a solid waste management strategy, will inevitably become an economical, if not a required activity for local government. It is therefore necessary to prepare for the future by accepting some of recycling's higher present costs.

### **RECYCLING GOAL**

To recycle as much of our solid waste as possible with goals that are consistent with Federal and State goals.

### **RECYCLING OBJECTIVES**

1. To educate the General Public on the importance of recycling, what to recycle, how to recycle, and where to recycle in Geary County.
2. To promote and encourage source separation of recyclables as the most efficient and cost-effective method of recycling.

3. To encourage the use of community-wide recycling programs.
4. To maintain and improve the availability of drop-off recycling opportunities.
5. To identify and promote the recycling of new commodities.
6. To develop a program which is convenient for consumer participation.
7. To develop a program which allows private trash collectors to remain in business.
8. To have the greatest waste generators pay the greatest portion of the solid waste management costs.

## **RECYCLING POLICY/ACTION PLAN**

### **Education**

1. Provide information on recycling opportunities through the Geary County Solid Waste Committee.
2. Through the Geary County Solid Waste Committee, continue to give presentations on recycling to all interested organizations.
3. Promote the use of the library of resource materials available through the Geary County Extension office.
4. Promote the use of curriculum enhancement materials on recycling in the local school system.
5. Through the Geary County Solid Waste Committee provide technical assistance to any city or organization desiring to establish a recycling program.
6. Promote all recycling efforts in the community through the use of all available media.

### **Drop-off Recycling**

7. Continue to encourage all citizens to practice drop-off recycling by informing them of the importance of recycling and of the opportunities to recycle.
8. Attempt to expand the opportunities to practice drop-off recycling.

### **Diversion Programs**

9. Support local efforts to recycle telephone books.
10. Work with haulers to devise a uniform system of volume-based incentives for generators who recycle. Geary County, together with the solid waste haulers, shall develop a program for creating incentives to waste generators that source separate yard waste and recyclables.

11. Strengthen existing community or other recycling programs to handle commercial/industrial or residential source separated materials beginning with corrugated cardboard or other readily identifiable materials such as glass from bars and restaurants.
12. Work with the cities to identify businesses that generate materials in large quantity and enlist their participation in a source separation program.
13. Geary County shall develop a monitoring and reporting program for solid waste which shall include an annual report containing the following information:

An inventory of commercial/industrial generators to determine potential source separation volumes from these generators.

An inventory of all recycling collection and processing facilities and an accurate accounting of volumes of materials recycled through use of a standard reporting system.

**Market Development**

14. Geary County shall encourage agencies, businesses, and organizations to adopt recycled paper procurement policies.

## CHAPTER 6

# YARD WASTE PROCESSING

### INTRODUCTION

Yard waste includes organic materials normally generated in the maintenance of yards, gardens, public grounds, etc. Because it is organic in nature, yard waste does not require any special processing in order to be disposed of properly. In fact, it can often be used in a manner that actually benefits the environment. Common methods of utilizing yard waste are composting, wood chipping and firewood production. By using these methods, virtually all yard waste could be diverted from the landfill without great expense. Yard waste processing can reduce the waste stream by 15-20%.

### COMPOSTING

#### **Description**

Composting is a natural, microbiological process whereby organic materials such as grass clippings, leaves, vegetable wastes, etc. are decomposed to form a rich soil amendment called humus.

There are two different composting processes that can be employed: aerobic and anaerobic. Aerobic composting takes place in the presence of sufficient or excess oxygen. The microbes active in aerobic composting produce heat but do not produce methane gas.

Anaerobic composting takes place in conditions which are oxygen starved. Microbes active in anaerobic composting produce both heat and methane gas. When left alone, a decomposing pile of organic material will naturally go from an aerobic state to an anaerobic state. The anaerobic state is generally undesirable due to the odors produced – which may be objectionable to neighbors.

Compost system operators use static piles which are turned infrequently; windrows which facilitate frequent turning; and in-vessel systems which mix the composting material, usually aerate it, and screen it at the point of discharge. All composting material goes through an active composting stage when high temperatures are produced, and a curing stage during which lower temperatures are produced and the compost becomes stable.

Both aerobic and anaerobic composting produces humus and heat. Heat is generated during the processes due to activity by microbes. When the temperature begins to drop, the compost enters its curing phase and begins to stabilize as humus.

### Compost Uses

Yard waste compost, if chemically clean, typically is used as a mulch or a soil amendment. In gardening, it can be used as both, being applied as a mulch during the growing season and being incorporated as a soil amendment during

the next seed bed preparation. It is not used as a fertilizer because the nitrogen, phosphorous and potash content is very low.

Humus, when added to a soil, will improve its tilth, will increase moisture retention if the soil is droughty, and will improve drainage if the soil is clayey. A soil with an adequate amount of humus will retain fertilizer applied to the soil better than a soil which does not have enough humus because of the high ratio of surface area to particle mass characteristics of humus. The result is better plant growth with less applied moisture and fertilizer.

### **WOOD CHIPPING**

#### **Description**

Larger trees, limbs, and brush cannot be composted due to their size and the length of time it would take to compost. These items, however, can be mechanically chopped into wood chips which are useful in a variety of ways.

#### **Wood Chip Uses**

Coarse wood chips are produced in the first stage of a chipping process. These materials can be used as a mulch around bushes and trees or can be used as surfacing for trail, etc. A second chipping process is necessary to produce a smaller, more uniform wood chip. This kind of chip is popular for finish landscape purposes.

### **FIREWOOD**

Larger trees and limbs can be cut up for firewood. This material can be reclaimed by the homeowner at the homesite or can be reclaimed by persons desiring firewood from the yard waste processing site.

### **CURRENT PROGRAMS**

Geary County currently has no yard waste processing program. Both the City of Junction City and Geary County Public Works crews make use of chipping equipment to handle tree and shrub debris from clearance operations. Ft. Riley has discontinued this operation and is uncertain if they will resume in the future per City of Junction City's PW Director. Geary County currently has an area for residents to take trees and brush. This is located at the old landfill, I-70, Exit #298 on South East Street. Landfill's hours of operation is 8:30am – 4pm. In January 2024, this location opened to the public on every 2<sup>nd</sup> Saturday of each month, 8:00am - 2:00pm. If a national holiday falls on that Saturday, it will be open to the public the following Saturday.

As compost and wood chips become available through organized programs they could be used locally for mulch, landscaping materials, soil amendment, plant propagation/potting soil mixtures or for use as a top dressing on worn out sod potential markets for these materials could be:

* Landfill Cover	* Nurseries
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* Sod farmers	* Landscape businesses
* Parks departments	* Golf courses
* Homeowners and gardeners	* Highway Departments
* School Districts	
* Farmers that raise specialty crops such as vegetables and small fruits	

Each market has requirements for the quality of compost it will accept. Markets that use compost in bulk and incorporate it as a soil amendment will accept a compost which is less uniform and quite coarse. Markets that use compost as mulch require a uniform, well graded, product for the sake of appearance. Markets that use compost in a soil mix for as top dressing require a product which handles well and is uniform. The nursery industry, when using compost in a soil mixture, may require different grades of coarseness depending on the weight of the mix, the amount and size of air space and the desired drainage characteristics. The nursery industry has very exacting equipment for the materials used in container mixes.

To be successful, the yard waste program will have to know the requirements of the markets and meet those requirements.

#### **YARD WASTE GOAL**

To divert yard waste from the solid waste stream to an appropriate use or location.

#### **YARD WASTE OBJECTIVES**

1. To reduce the amount of yard waste generated.
2. To encourage the use of yard waste at the point of generation.
3. To utilize yard waste collected in an economical and productive manner.

#### **YARD WASTE POLICY/ACTION PLAN**

1. Expand the education program in Geary County concerning ways to reduce yard waste through various methods, e.g., reduced watering of lawns, reduced fertilizer uses on lawns, reduced capturing of grass clippings, backyard composting of grass and leaves.
2. Prohibit yard waste from being deposited in the waste stream at the Geary County transfer station thus keeping it out of the landfilling process.
3. Establish a yard waste processing program and site and to allow free use of the site to encourage diversion from the solid waste stream.
4. Fund a yard waste processing program through the solid waste fund or other appropriate fund(s).
5. Allow free use of all yard waste products from the program provided the products are determined to be safe for public use.

6. Establish an awards program through the Geary County Extension Service for individuals, businesses, and organizations which are exemplary in their utilization of yard waste.
7. Encourage the cities in Geary County to establish yard waste diversion programs. Provide technical assistance as needed.
8. Explore the necessity for and feasibility of establishing routed curbside collections of yard waste.
9. Air curtain burning of brush may be utilized as a management option when funds are not sufficient, or the location is not conducive to allow wood chipping.

## CHAPTER 7

# TRANSFER STATION OPERATIONS

### INTRODUCTION

Waste transfer is defined as “the processing of mixed municipal waste collected from within a designated area at a single facility for shipping to a remote landfill”. Transfer stations have the capacity to process large volumes of waste for the purposes of volume reduction and transportation.

Since the transfer station will have more impact upon the cost of waste management than the other parts of the system, it is very important to have a strategic framework within which the transfer station will function.

### **FACILITY SIZING**

The sizing of the Geary County facility located at 1509 N. Perry was based on the projection of 40,000 tons of trash entering the facility per year. From 2017–2021 the yearly average is estimated at 36,302.70 tons / year. With a peak inflow of 3723.81 tons during the month of August 2020 and a low inflow of 2095.43 tons during April 2021. Daily tonnage is estimated to run 118.63 tons per day.

The service area for this facility at the time of the opening (March 1, 1994) includes all of Geary County, which encompasses the cities of Junction City, Milford, Grandview Plaza, and Ft. Riley.

### **CURRENT OPERATION**

On March 20, 2009, the County entered into a contract with HAMM, Inc. to operate this facility. On November 7, 2022, Geary County Commission approved of an addendum to the original contract. On January 1, 2026, a new contract was approved between Geary County and HAMM, Inc. took effect. Contract term is for 3 years and will expire on December 31, 2028. Either party may cancel the agreement with 120 days’ notice prior to the end of any three-year contract period. Geary County was notified that HAMM, Inc. agreed to sell certain of its assets to Allied Waste Systems, Inc at the end of 2025. Complete transaction is expected on or around the 1<sup>st</sup> quarter of 2026.

All solid waste collected from the Geary County transfer station facility will be transported for disposal to the permitted N.R. HAMM Sanitary Landfill site 3 miles northwest of Lawrence, Kansas on US-24.

2017-2021 Tonnage Reports, see Appendix - B.

Below are the totals of MSW disposed of at the Transfer Station from 2017 – 2021.

**MSW Disposed – 181,513.54 Tons**  
2021 Year End Total = 36,806.04 Tons

2020 Year End Total = 35,623.01 Tons

2019 Year End Total = 36,792.22 Tons

2018 Year End Total = 35,813.21 Tons

2017 Year End Total = 36,479.06 Tons

## **SANITARY LANDFILL SITE**

### **INTRODUCTION**

The Geary County landfill site was operated for many years under the control of both the City of Junction City and that of Geary County. This facility, which is located along the Smokey Hill River at I-70 exit #298, was officially closed on February 28, 1994. On April 12, 1994 Geary County received notice of acceptance from Kansas Department of Health and Environment of the Landfill Closure Plan. A copy of the Landfill Closure Plan and KDHE notice of acceptance of plan are included with this plan in Appendix B.

Although the County still maintains a burning permit and will exercise, from time to time, some discretion in allowing storm damaged tree limbs and brush to be stacked for burning, no other material will be allowed to be taken to this site for disposal. All solid waste earmarked for disposal shall be either taken to the County Transfer Station at 1509 N. Perry St. in Junction City or to a State Approved Construction/Demolition site.

### **MONITORING OF FACILITY**

At this time, the Geary County "Closed" landfill site has seven (7) ground water monitoring wells and no methane monitoring wells. Data from these wells are recorded by a selected vendor specializing in monitoring well testing per KDHE guidelines. Reports are available on request from the State. The County has maintained the Landfill line item in their county budget for closure costs, maintenance and monitoring costs and are complying with KDHE requests for additional monitoring wells.

## **SPECIAL WASTES**

### **INTRODUCTION**

Special waste is defined as "non-hazardous solid waste that is not mixed MSW and requires management other than that normally required for MSW." These wastes are often incompatible with wastes disposed of at sanitary landfills, thereby requiring special handling apart from the mixed municipal waste stream. Uncontrolled disposal of industrial wastes in sanitary landfills (codisposal) increases the potential for groundwater contamination due to the chemicals and heavy metals commonly found in industrial wastes.

The KDHE codisposal program required prior approval of the disposal of special wastes by the Kansas Department of Health and Environment and the owner of the landfill in which the waste is to be disposed.

A discussion of the types of special wastes generated by Geary County, the current management practice for each, and the future management practices follows:

**HOUSEHOLD HAZARDOUS AND AGRICULTURAL PESTICIDE WASTE**

Household hazardous wastes in the form of pesticides, household cleaners, aerosols, paints, thinners, and poisons can be found in abundance in Geary County. This special waste type has been recognized, for its collective contribution to groundwater contamination at area landfills. (See Appendix C, for HHW 2017-2021 materials reports).

In 1995 Geary County joined the Big Lakes Regional Cooperative Household Hazardous Waste Collection Region. Geary County operates a Satellite Household Hazardous Waste Storage Facility located at 304 E. 8<sup>th</sup> St, Junction City, Kansas. Hours of Operation, M-F 8:00am to 4:00pm. Beginning January 2024, HHW opened to the public on every 2<sup>nd</sup> Saturday of each month, 8:00am - 2:00pm. If a national holiday falls on that Saturday, it will be open to the public the following Saturday. The Geary County Noxious Weed Department offers technical assistance, and the County Solid Waste Fund defrays the operating and disposal costs.

**Industrial Wastes:** The codisposal program requires the waste to be reviewed for disposal prior to disposal by the Kansas Department of Health and Environment and the County. Based on the waste's characteristics, those wastes denied must be managed with another method appropriate for that particular waste. Other management alternatives include, disposing of the waste as a hazardous waste; changing the industrial process that produced the waste to eliminate contaminants; or finding alternative uses for the waste. Geary County H.H.W. currently disposes of these wastes at the Big Lakes Region Facility in Manhattan, Kansas.

**Waste / Scrap Tires:** Due to 1991 legislation banning the disposal of waste tires in landfills, waste tires generated in Geary County are currently shipped to private waste tire processing facilities, or to disposal sites beyond the jurisdiction of the Kansas Department of Health and Environment unless the tires have been cut in half. Halved tires may be disposed of in the landfill or transfer station.

In the spring of 1995 a grant was obtained by Geary County from the KDHE for the purpose of collecting and disposing of waste tires. Over 6000 tires were disposed in this one day drop off program. In December 2000 – January 2001 an additional tire collection program was funded.

There are currently no construction/demolition (C/D) landfills in Geary County. Most C/D wastes such as concrete, asphalt, brick, stone facing, concrete block, stucco, glass, sheetrock, plaster and lath, insulation, structural metal and wood from demolished structures, and other inert waste materials are disposed of at a privately-owned site approved by the Kansas Department of Health and Environment for construction/demolition wastes only.

**Medical/Infectious Wastes:** The disposal of all medical/bio-hazard wastes are disposed of through contracting *companies*. These contracting *companies* disposes of these wastes following Kansas Department of Health and Environment regulations. Manifest records are stored, and safety regulations are followed.

**Construction/Demolition Wastes:** The disposal of construction/demolition wastes is regulated by the Kansas Department of Health and Environment. Although these types of materials are not required to be disposed of in sanitary landfills, a special permitted landfill is required, although much less stringently regulated than sanitary landfills. There are currently no construction/demolition (C/D) landfills in Geary County. The nearest sites is the Ft. Riley CD landfill. It is still in Operation, but it is not open to the public.

The Blixt C/D Landfill located in adjoining Dickinson County just east of town of Chapman closed May of 2022.

The closest C/D Disposal Sites near Geary County are:

- Acres of C/D Landfill LLC (Permit No – 0851), 15885 Military Trail Road, Wamego, KS 66547
- Clay County Landfill (Permit No – 0577), 1330 21<sup>st</sup> Rd, Clay Center, KS 67432
- Howie's Enterprises, LLC (Permit No- 0912), 625 S. 10<sup>th</sup> St., Manhattan, KS 66502
- Tarkio C/D Disposal, LLC (Permit No -0922), 120 Deep Creek Rd., Manhattan, KS 67467

Due to rising disposal costs and the increased out-of-county HHW material, neighbor counties are no longer accepting out-of-county HHW. Contact the C/D Disposal Sites listed above regarding the policies and procedures for their C/D Landfill operations.

These sites are fulfilling the need for lower-cost disposal.

**Lead Acid Batteries:** Are accepted at the Household Hazardous Waste (H.H.W.) Satellite Facility located 304 E. 8<sup>th</sup> St. Junction City, Ks. Used batteries are sold to Hess and Sons Salvage Junction City, Kansas. Funds are put back into the Geary County Solid Waste Fund.

**Pesticides & Containers:** Are accepted at the H.H.W. Satellite Facility located 304 E. 8<sup>th</sup> St. Junction City, Ks. Pesticides are taken to the Big Lakes Region Facility in Manhattan, Kansas. Pesticide containers are triple rinsed – punctured and properly disposed of.

**Sludges:** Currently, lime sludges are being managed by the City of Junction City. Sludges are land applied where applicable.

**Small Quantities of Hazardous Wastes:** Small quantity generators are required to manage their hazardous wastes in an environmentally sound fashion. They are not subject to any notification or reporting requirements. Small quantity generators who accumulate 25kg or more of hazardous waste must recycle, treat, or dispose of the waste either on site or at a hazardous waste management facility. Small quantity generators may use any of the following alternatives to handle their hazardous wastes when disposed in quantities less than 25 kg: recycling, reuse, reclamation, disposal at a permitted sanitary landfill, neutralization, and discharge to the sanitary sewer only with permission of the city, and disposal at a permitted hazardous waste disposal facility. Hazardous wastes such as solvents, sludges and pesticides are not suitable for discharge to the sanitary sewer. Small quantities of hazardous waste may NOT be disposed of by dumping on the surface of the ground or into surface waters, burying in the ground at an unpermitted site, or by using wastes such as solvents for killing weeds. The small quantity generator regulations are located at K.A.R. 28-31-4(m). Geary County H.H.W. currently disposes of these wastes at the Big Lakes Region Facility in Manhattan, Kansas.

**Waste Oil:** Is accepted at the H.H.W. Satellite Facility. Waste oil is recycled by Safety Clean Inc. Geary County pays for the disposal of this through the Solid Waste Fund.

**White Goods:** Geary County H.H.W. currently accepts white goods (refrigerators – freezers - air conditioning units etc.) the current cost is \$10.00/unit. The drop off location for these is at the Transfer Station 1509 N. Perry St., Junction City, Kansas. These units are stored on a gravel pad and Geary County is allowing Jim's Appliance Repair to pick these up to evacuate the chlorofluorocarbons & recycle at no cost to the County.

**Agricultural Wastes:** Herbicides – pesticides and other agricultural chemical wastes are taken to the Big Lakes Region Facility in Manhattan, Kansas. Containers are triple rinsed – punctured and properly disposed of. Contaminated grain: Agricultural land application at low rates, higher application rates should be coordinated with the Kansas State Extension Service -Agronomy Dept. in Manhattan Kansas.

**Brush and Tree Wastes:** Brush and Tree Wastes are accepted at the Geary County Landfill burn site. Hours of operation are Monday – Friday, 8:30am – 4pm.

Inadmi January 2024, tree & brush disposal drop off at this location opened to the public on every 2<sup>nd</sup> Saturday of each month, 8:00am - 2:00pm. If a national holiday falls on that Saturday, it will be open to the public the following Saturday.

**Bulky Wastes:** The Blixt C/D Landfill located in adjoining Dickinson County just east of town of Chapman closed May of 2022. The closest C/D Disposal Sites near Geary County are:

- Acres of C/D Landfill LLC (Permit No – 0851), 15885 Military Trail Road, Wamego, KS 66547
- Clay County Landfill (Permit No – 0577), 1330 21<sup>st</sup> Rd, Clay Center, KS 67432
- Howie's Enterprises, LLC (Permit No- 0912), 625 S. 10<sup>th</sup> St., Manhattan, KS 66502
- Tarkio C/D Disposal, LLC (Permit No -0922), 120 Deep Creek Rd., Manhattan, KS 67467

Due to rising disposal costs and the increased out-of-county HHW material, neighbor counties are no longer accepting out-of-county HHW. Contact the C/D Disposal Sites listed above regarding the policies and procedures for their C/D Landfill operations.

**Abandoned / Junked Automobiles:** Are accepted at Hess & Sons Salvage, 1209 N. Perry St., Junction City, Kansas.

**Yard Wastes:** Ft. Riley has discontinued this operation and uncertain if they will resume in the future per City of Junction City's PW Director.

**Consumer Electronics (E-Waste):** Geary County accepts all types of E-Waste at 304 E. 8<sup>th</sup> St., Junction City, Kansas. E-Waste is recycled by Howie's Recycling.

**Natural Disaster Wastes:** Dependent on what type of waste is generated by a natural disaster. Disposal is determined in the Geary County Disaster Debris Management Plan.

**Animal Carcass Disposal Resulting from Foreign Animal Disease:** Geary County does have a FAD plan that follows KHDE guidelines. Our Emergency Manager continues to update the FAD plan and attends meetings and trainings that deal with foreign animal Disease that is put on in the region.

## CHAPTER 8

### **2020 - Coronavirus (COVID-19) Pandemic – Effects on Recycling / HHW / Transfer Station Operations**

**Recycling:** Geary County takes all the recycling (except cardboard) to Fort Riley. Due to the Coronavirus (COVID-19) Pandemic, recycling operational changes were immediately made due to our collection disposal operations (FORT RILEY), sudden closure. Fort Riley closed their recycling facility on March 16, 2020. Geary County in turn had to close our facility to the public on March 16, 2020. On May 18, 2020, Fort Riley reopened their facility with the restrictions that Geary County must quarantine all recyclable items for seven working days prior to hauling out to Fort Riley. On Monday May 18, 2020, Geary County reopened the recycling drop off location on a limited basis. Recycling hours of operation is currently 8:00 AM to 4:00 PM – Monday, Tuesday & Wednesday, closed Thursday, and Friday. Upon reopening we did see an extreme increase in plastics coming into our facility for approximately 3 weeks. Recycling is still not being accepted at the transfer station, except for cardboard. Due to restrictions from Fort Riley being lifted and that they felt that their staff was protected from the virus, the Recycling center was opened back to normal hours of operations M-F 8:00am to 4:00pm starting Monday June 7, 2021. Beginning January 2024, Recycling drop off at this location opened to the public on every 2<sup>nd</sup> Saturday of each month, 8:00am - 2:00pm. If a national holiday falls on that Saturday, it will be open to the public the following Saturday.

**Household Hazardous Waste (HHW):** The Geary County HHW facility was closed to the public on March 16, 2020, due to the Coronavirus (COVID-19) Pandemic. We did allow some appointments or call ins to facilitate keeping HHW out of our solid waste stream (E-waste, paints, chemicals etc.) The HHW collection facility opened back up to the public on May 18, 2020, and we resumed our normal operational hours. Hours of operation are Monday-Friday, 8:00am to 4:00am. Beginning January 2024, HHW opened to the public on every 2<sup>nd</sup> Saturday of each month, 8:00am - 2:00pm. If a national holiday falls on that Saturday, it will be open to the public the following Saturday. We did see a large increase in HHW waste upon reopening. Only one customer is allowed inside the building and all customers must wear a mask to help control the spread of Covid-19. On April 5, 2021, the mask mandate was released. We began to allow customers / residents back into the building with optional mask wearing.

**Transfer Station:** The Geary County Transfer Station stopped accepting cash/check customers due to Coronavirus (COVID-19) Pandemic on March 24, 2020. Only Charge account customers were accepted. The scale house was closed to the public, in order to prevent the spread of Covid-19 between public and employees. Operational hours during this period were M-F 8:00 AM to 4:00 PM, closed Saturday and Sunday. During this period, cash/check customers were given the option to set up charge accounts, in order to dispose of municipal solid waste. During this period, we had 155 new charge accounts created. On May 11, 2020, the Transfer Station started accepting cash/check paying

customers again, still only allowing one customer in the scale house and we resumed normal operational hours, Monday-Friday, 8:00am - 4:00pm, Saturday 8:00am to 2:00am, Closed Sundays. In December 2020, additional safety devices were installed at the scale house. An exterior teller window with intercom was installed. On the interior, a stem wall was installed with Lexan Glass to keep social distancing measures in place for the safety of employees / customers/ residents.

**Landfill Brush/tree disposal:** The Geary County Landfill brush/tree disposal area was permitted to stay open for the residents of Junction City and Geary County. Monday -Friday, 8:15am - 4:15am. May 3,2021 the normal operational hours were changed to better suit the summer weather (Heat Schedule) of PW employees. New summertime hours begin the day after Memorial Day Observation, Monday -Friday, 7:30am - 3:00pm. Summertime hours continue until the last working day prior to the Labor Day Observation. New wintertime hours begin the day after Labor Day Observation Monday - Friday 8:30am - 4:00pm. Wintertime operational hours will continue until the last working day prior to Memorial Day observation. Beginning January 2024, brush & tree disposal drop off at this location opened to the public on every 2<sup>nd</sup> Saturday of each month, 8:00am - 2:00pm. If a national holiday falls on that Saturday, it will be open to the public the following Saturday.

PROJECT NO. 31 C-5401-01  
STP-C540(101)  
OFF-SYSTEM BRIDGE PROGRAM  
BRIDGE REPLACEMENT  
GEARY COUNTY, KANSAS

## A G R E E M E N T

This Agreement is between the **Secretary of Transportation**, Kansas Department of Transportation (KDOT) (the "Secretary"), and **Geary County, Kansas** ("County"), collectively, the "Parties."

### RECITALS:

- A. The Secretary has authorized an off-system bridge replacement or rehabilitation project as a part of the Federal-aid Off-System Bridge Program, as further described in this Agreement.
- B. The Secretary and the County are empowered by the laws of Kansas to enter into agreements for the construction and maintenance of county bridges in the State of Kansas through the use of federal, state, and/or local funds, or a combination thereof.
- C. Under the terms of the Federal-Aid Highway Act and the rules and regulations of the Federal Highway Administration (FHWA), states and local governments are, under certain circumstances, entitled to receive assistance through 23 U.S.C. § 104 funds in the financing of the replacement or rehabilitation of Off-System Bridges, provided such work is required to be done in accordance with the laws of the State of Kansas and any applicable federal requirements.

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

### ARTICLE I

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

1. "**Agreement**" means this written document, including all attachments and exhibits, evidencing the legally binding terms and conditions of the agreement between the Parties.
2. "**Construction**" means the work done on the Project after Letting, consisting of building, altering, repairing, improving, or demolishing any structure, building or highway; any drainage, dredging, excavation, grading or similar work upon real property.
3. "**Construction Contingency Items**" mean unforeseeable elements of cost within the defined project scope identified after the Construction phase commences.
4. "**Construction Engineering**" means inspection services, material testing, engineering consultation and other reengineering activities required during Construction of the Project.

5. **“Consultant”** means any engineering firm or other entity retained to perform services for the Project.
6. **“Contractor”** means the entity awarded the Construction contract for the Project and any subcontractors working for the Contractor with respect to the Project.
7. **“County”** means Geary County, Kansas, with its place of business at 310 E. 8<sup>th</sup> Street, Junction City, KS 66441.
8. **“Design Plans”** means design plans, specifications, estimates, surveys, and any necessary studies or investigations, including, but not limited to, environmental, hydraulic, and geological investigations or studies necessary for the Project under this Agreement.
9. **“Effective Date”** means the date this Agreement is signed by the Secretary or the Secretary’s designee.
10. **“Encroachment”** means any building, structure, vehicle, parking area, or other object or thing, including but not limited to signs, posters, billboards, roadside stands, fences, or other private installations, not authorized to be located within the Right of Way which may or may not require removal during Construction pursuant to the Design Plans.
11. **“FHWA”** means the Federal Highway Administration, a federal agency of the United States.
12. **“KDOT”** means the Kansas Department of Transportation, an agency of the State of Kansas, with its principal place of business located at 700 SW Harrison Street, Topeka, KS 66603-3745.
13. **“Letting” or “Let”** means the process of receiving bids prior to any award of a Construction contract for any portion of the Project.
14. **“NBI”** means the National Bridge Inventory, under the jurisdiction of the U.S. Department of Transportation, Federal Highway Administration.
15. **“Non-Participating Costs”** means the costs of any items or services which the Secretary reasonably determines are not Participating Costs.
16. **“Off-System Bridge”** means a highway bridge located on a public road, other than a bridge on a Federal-aid highway, or as otherwise defined by 23 U.S.C.A. § 133.
17. **“Participating Costs”** means expenditures for items or services which are an integral part of highway, bridge, and road construction projects, as reasonably determined by the Secretary.
18. **“Parties”** means the Secretary of Transportation and KDOT, individually and collectively, and the County.

19. **“Preliminary Engineering”** means pre-construction activities, including but not limited to design work, generally performed by a consulting engineering firm that takes place before Letting.
20. **“Project”** means all phases and aspects of the endeavor to be undertaken by the Secretary, being: **Replacement of Bridge No. 000310899604467 located over East Branch Humboldt Creek on McNeal Road, 5.0 miles South and 12.0 miles East of Junction City, Kansas, in Geary County, Kansas,** and is the subject of this Agreement.
21. **“Responsible Bidder”** means one who makes an offer to construct the Project in response to a request for bid with the technical capability, financial capacity, human resources, equipment, and performance record required to perform the contractual services.
22. **“Right of Way”** means the real property and interests therein necessary for Construction of the Project, including fee simple title, dedications, permanent and temporary easements, and access rights, as shown on the Design Plans.
23. **“Secretary”** means the Secretary of Transportation of the State of Kansas and the Secretary’s successors and assigns.
24. **“Utilities” or “Utility”** means all privately, publicly or cooperatively-owned lines, facilities and systems for producing, transmitting or distributing communications, power, electricity, light, heat, gas, oil, crude products, water, steam, waste, storm water, and other similar commodities, including fire and police signal systems which directly or indirectly serve the public.

## ARTICLE II

### FUNDING

1. **Funding.** The table below reflects the funding commitments of each Party. The Participating Costs of Construction include all Construction Contingency Items. The Parties agree costs and contributions are estimates to be used for encumbrance purposes and may be subject to change. The County must notify the Secretary if costs increase by 10% or more above the estimate.

Party	Responsibility
Secretary	100% of Participating Costs of Construction and Construction Engineering (CE), not to exceed \$800,000
County	0% of Participating Costs of Construction and CE until Secretary’s funding limit is reached  100% of Participating Costs of Construction and CE after Secretary’s funding limit is reached  100% of Costs of Preliminary Engineering (PE), Right of Way (ROW), Utility Adjustments, and Non-Participating Costs

### ARTICLE III

#### SECRETARY RESPONSIBILITIES:

1. **Letting and Administration by KDOT.** The Secretary shall Let the contract for the Project and shall award the contract to the lowest Responsible Bidder upon concurrence in the award by the County. The Secretary further agrees, as agent for the County, to administer the Construction of the Project in accordance with the final Design Plans, as required by FHWA, to negotiate with and report to the FHWA and administer the payments due the Contractor, including any portion of the cost borne by the County.
2. **Indemnification by Contractors.** The Secretary will require the Contractor to indemnify, hold harmless, and save the Secretary and the County from personal injury and property damage claims arising out of the act or omission of the Contractor, the contractor's agent, subcontractors, or suppliers. If the Secretary or the County defends a third party's claim, the Contractor shall indemnify the Secretary and the County for damages paid to the third party and all related expenses either the Secretary or the County or both incur in defending the claim.

### ARTICLE IV

#### COUNTY RESPONSIBILITIES:

1. **Legal Authority.** By signing this Agreement, the signatory certifies that the signatory has legal and actual authority as representative and agent for the County to enter into this Agreement on its behalf. The County agrees to take any administrative and/or legal steps as may be required to give full effect to the terms of this Agreement.
2. **General Indemnification.** To the extent permitted by law and subject to the Kansas Tort Claims Act (K.S.A. § 75-6101, *et seq.*) as applicable, including but not limited to the exceptions and maximum liability provisions, the County shall defend, indemnify, hold harmless, and save the Secretary and its authorized representatives from any and all costs, liabilities, expenses, suits, judgments, damages to persons or property or claims of any nature whatsoever arising out of or in connection with the provisions or performance of this Agreement by the Secretary, the Secretary's employees, or subcontractors. The County shall not be required to defend, indemnify, hold harmless, and save the Secretary for negligent acts or omissions of the Secretary or its authorized representatives or employees.
3. **Design and Specifications.** The County shall be responsible to design the Project, or contract to have the Project designed, in conformity with the state and federal design criteria appropriate for the Project in accordance with the current Local Projects LPA Project Development Manual, Bureau of Local Project's (BLP's) project memorandums, memos, the KDOT Design Manual, Geotechnical Bridge Foundation Investigation Guidelines, Bureau of Road Design's road memorandums, and the current version of the KDOT Standard Specifications for State Road and Bridge Construction with Special Provisions, and any necessary Project Special Provisions required by the Secretary or by the

County with the Secretary's concurrence, and with the rules and regulations of the FHWA pertaining to the Project.

4. **Submission of Design Plans to Secretary.** Upon their completion, the County shall have the Design Plans submitted to the Secretary by a licensed professional engineer attesting to the conformity of the Design Plans with the items in Article IV, paragraph 3 above. The Design Plans must be signed and sealed by the licensed professional engineer responsible for preparation of the Design Plans. In addition, geological investigations or studies must be signed and sealed by either a licensed geologist or licensed professional engineer, who is responsible for the preparation of the geological investigations or studies. All technical professionals involved in the Project are required to meet the applicable licensing and/or certification requirements as stated in K.S.A. § 74-7001, *et seq.*

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

(a) **Completion of Design.** Language requiring completion of all plan development stages no later than the current Project schedule's due dates as issued by KDOT, exclusive of delays beyond the Consultant's control.

(b) **Progress Reports.** Language requiring the Consultant to submit to the County (and to the Secretary upon request) progress reports at monthly or at mutually agreed intervals in conformity with the official Project schedule.

(c) **Third-Party Beneficiary.** Language making the Secretary a third-party beneficiary in the agreement between the County and the Consultant. Such language shall read:

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

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

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

8. **Future Encroachments.** Except as provided by state and federal laws, the County agrees it will not in the future permit Encroachments upon the Right of Way of the Project.

9. **Use of Right of Way.** The Secretary shall have the right to utilize County right of way and any land owned or controlled by the County as shown on the final Design Plans, for the purpose of constructing and maintaining the Project. All right of way provided for the Project shall be used solely for public highway purposes.

10. **Accounting.** Upon request by the Secretary and in order to enable the Secretary to report all costs of the Project to the legislature, the County shall provide the Secretary an accounting of all actual Non-Participating Costs which are paid directly by the County to any party outside of the Secretary and all costs incurred by the County not to be reimbursed by the Secretary for preliminary engineering, right of way, utility adjustments, construction, and construction engineering work phases, or any other major expense associated with the Project.

11. **Utilities.**

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

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

Right of Way or easement shall be borne by the County except as provided by state and federal laws.

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

13. **Cancellation by County.** If the County cancels the Project, it will reimburse the Secretary for any costs incurred by the Secretary prior to the cancellation of the Project. The County agrees to reimburse the Secretary within thirty (30) days after receipt by the County of the Secretary's statement of the cost incurred by the Secretary prior to the cancellation of the Project.

## ARTICLE V

### FEDERAL REQUIREMENTS:

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

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

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

4. **Prohibition on Certain Technologies.** All Parties agree that they will comply with 2 CFR § 200.216 and 2 CFR § 200.471 regulations. Such regulations provide that recipients and sub-recipients of federal funds are prohibited from obligating or expending loan or grant funds to 1) procure or obtain; 2) extend or renew a contract to procure or obtain, or; 3) or enter into a contract to procure or obtain telecommunication or video surveillance equipment, services, or systems produced by: Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); and Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). Any expenditures for such

telecommunication or video surveillance equipment, services or systems are unallowable costs and will not be reimbursed.

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

6. **Audit.**

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

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

## ARTICLE VI

### GENERAL PROVISIONS:

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

2. **Traffic Control.** The Parties agree to the following with regard to traffic control for the Project:

(a) **Temporary Traffic Control.** The Secretary shall determine in consultation with the County the manner in which traffic is to be handled during Construction. Before the final Design

Plans have been completed, detour routes and street closings, if necessary, shall be agreed upon by authorized representatives of the County and the Secretary, and noted on the final Design Plans. If revisions to the traffic handling plan are proposed during the progress of Construction, the County and the Secretary shall approve such revisions before they become effective.

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

3. **Local Ordinances.** The Secretary is not required to follow any local zoning ordinances in the Construction of the Project.

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

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

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

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

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

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

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

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

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

ATTEST:

GEARY COUNTY, KANSAS

\_\_\_\_\_  
COUNTY CLERK (Date)

\_\_\_\_\_  
CHAIRPERSON

(SEAL)

\_\_\_\_\_  
MEMBER

\_\_\_\_\_  
MEMBER

Kansas Department of Transportation  
Secretary of Transportation

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

Approved as to Form:

**INDEX OF ATTACHMENTS**

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

\*Note – If left unchecked, then inapplicable.

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

Definitions

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

Explanation

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

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

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

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

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

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

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

\_\_\_\_\_  
(Date)

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

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

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

- (1) is currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- (2) has been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;
- (3) has a proposed debarment pending; or
- (4) is or has been indicted, convicted, or had a civil judgment rendered against (it) by a court of competent jurisdiction in any manner involving fraud or official misconduct within the past three years.

List any exceptions here: \_\_\_\_\_

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

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

Participant/Firm's Name: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

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

Signature of Authorized Representative: \_\_\_\_\_  
(Date)

**KANSAS DEPARTMENT OF TRANSPORTATION  
CIVIL RIGHTS ACT ATTACHMENT**

**PREAMBLE**

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

**CLARIFICATION**

The term "Contractor" is understood to include the Contractor, the Contractor's assignees and successors in interest, consultants, and all other parties to contracts or agreements with the Secretary of Transportation, Kansas Department of Transportation. This Attachment shall govern should this Attachment conflict with provisions of the Document to which it is attached.

**ASSURANCE APPENDIX A**

During the performance of this contract, the Contractor, for itself, its assignees and successors in interest, agrees as follows:

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

6. **Incorporation of Provisions:** The Contractor will include the provisions of the paragraphs one (1) through six (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Recipient or the FHWA, FTA, or FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

#### ASSURANCE APPENDIX E

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- The Federal Aid Highway Act of 1973 (23 U.S.C. § 324 et. seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et. seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et. seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL No. 100-259), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and Contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities), (42 U.S.C. §§12131-12189 as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38);
- The Federal Aviation Administration’s nondiscrimination statute (49 U.S.C. § 47123), (prohibits discrimination on the basis of race, color, national origin, and sex);
- Title IX of the Education Amendments of 1972, as amended (prohibits you from discriminating because of sex in education programs or activities), (20 U.S.C. § 1681).

### CONTRACTUAL PROVISIONS ATTACHMENT

**Important:** This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the non-State Agency Contracting Party's standard contract form, that form must be altered to contain the following provision:

The provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 05-25), which is attached hereto, are hereby incorporated in this Contract and made a part thereof.

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

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the Contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue:** This Contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this Contract shall reside only in courts located in the State of Kansas.
3. **Termination Due to Lack of Funding Appropriation or Funding Source:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated or no longer exist to continue the function performed in this Contract and for the payment of the charges hereunder due to the loss of the funding source, the Contracting State Agency may terminate this Contract immediately or at the end of its current fiscal year. The Contracting State Agency agrees to give written notice of termination to the non-State Agency Contracting Party at least thirty (30) days prior to the end of its current fiscal year and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this Contract, except that such notice shall not be required prior to ninety (90) days before the end of such fiscal year. The non-State Agency Contracting Party shall have the right, at the end of such fiscal year, to take possession of any equipment provided to the Contracting State Agency under the contract. The Contracting State Agency will pay to the non-State Agency Contracting Party all regular contractual payments incurred prior to the period of notification or through the end of the fiscal year as determined by period of notification given by the Contracting State Agency, plus contractual charges incidental to the return of any such equipment. Upon termination of the Contract by the Contracting State Agency, title to any such equipment shall revert to the non-State Agency Contracting Party at the end of the Contracting State Agency's current fiscal year. The termination of the Contract pursuant to this paragraph shall not cause any penalty to be charged to the Parties.
4. **Disclaimer of Liability:** No provision of this contract will be given effect that attempts to require the Contracting State Agency to defend, hold harmless, or indemnify any non-State Agency Contracting Party or third party for any acts or omissions. The liability of the Contracting State Agency is defined under the Kansas Tort Claims Act (K.S.A. 75-6101, *et seq.*).

5. **Anti-Discrimination Clause:** The non-State Agency Contracting Party agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001, *et seq.*) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111, *et seq.*) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101, *et seq.*) (ADA), and Kansas Executive Order No. 19-02, and to not discriminate against any person because of race, color, gender, sexual orientation, gender identity or expression, religion, national origin, ancestry, age, military or veteran status, disability status, marital or family status, genetic information, or political affiliation that is unrelated to the person's ability to reasonably perform the duties of a particular job or position; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the non-State Agency Contracting Party is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the Contract may be cancelled, terminated or suspended, in whole or in part, by the Contracting State Agency or the Kansas Department of Administration; (f) the non-State Agency Contracting Party agrees to comply with all applicable state and federal anti-discrimination laws and regulations; (g) the non-State Agency Contracting Party agrees all hiring must be on the basis of individual merit and qualifications, and discrimination or harassment of persons for the reasons stated above is prohibited; and (h) if it is determined that the non-State Agency Contracting Party has violated the provisions of any portion of this paragraph, such violation shall constitute a breach of contract and the Contract may be canceled, terminated, or suspended, in whole or in part, by the Contracting State Agency or the Kansas Department of Administration.
6. **Acceptance of Contract:** This Contract shall not be considered accepted, approved, or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this Contract shall find that the Contracting State Agency has agreed to binding arbitration, or the payment of damages or penalties. Further, the Contracting State Agency does not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the Contracting State Agency at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority to Contract:** By signing this contract, the representative of the non-State Agency Contracting Party thereby represents that such person is duly authorized by the non-State Agency Contracting Party to execute this Contract on behalf of the non-State Agency Contracting Party and that the non-State Agency Contracting Party agrees to be bound by the provisions thereof.
9. **Responsibility for Taxes:** The Contracting State Agency shall not be responsible for, nor indemnify a contractor for, any federal, state, or local taxes which may be imposed or levied upon the subject matter of this Contract.
10. **Insurance:** The Contracting State Agency shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this Contract, nor shall this Contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101, *et seq.*), the non-State Agency Contracting Party shall bear the risk of any loss or damage to any property in which the non-State Agency Contracting Party holds title.

11. **Information**: No provision of this Contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101, *et seq.*
12. **The Eleventh Amendment**: The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the Contracting State Agency to reiterate that nothing related to this Contract shall be deemed a waiver of the Eleventh Amendment.
13. **Campaign Contributions / Lobbying**: Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this Contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.
14. **Restricted Funding Source**: The non-State Agency Contracting Party acknowledges and understands the Contracting State Agency's share of the Contract's total, actual, and eligible costs may be funded through the receipt of or reimbursement through federal funds. The Contracting State Agency does not assume any liability in connection with the Contract's total, actual, and eligible costs which may be paid through the receipt of or reimbursement through federal funds. The non-State Agency Contracting Party shall reimburse the Contracting State Agency for any funds approved for this Contract and expended by the Contracting State Agency for which the Contracting State Agency is not reimbursed by the Federal Government or for which such funds are determined by the Federal Government to no longer be available to be used by the Contracting State Agency for said Contract.