

January 15, 2013
City Commission Room, 700 N. Jefferson, Junction City KS 66441

Mayor Pat Landes
Vice Mayor Jim Sands
Commissioner Cecil Aska
Commissioner Scott Johnson
Commissioner Jack Taylor
City Manager Gerry Vernon
City Attorney Catherine Logan
City Clerk Tyler Ficken

1. **7:00 P.M. - CALL TO ORDER**

- a. Moment of silence
- b. Pledge of Allegiance

2. **PUBLIC COMMENT:** The Commission requests that comments be limited to a maximum of five minutes for each person.

3. **CONSENT AGENDA:** All items listed are considered to be routine by the City Commission and will be enacted by one motion. There will be no separate discussion of these items unless a Commissioner so requests, in which event the item will be removed from consent status and considered in its normal sequence on the agenda.

- a. Consideration of Appropriation Ordinance A-1 & 2 dated-Dec 14 2012-Jan 8th 2013 in the amount of \$1,092,867.83
- b. Consideration and approval of Minutes for Commission Meetings held on December 18, 2012 & January 8, 2013.
- c. Consideration of Award of Bid to Van-Wall Equipment of Olathe, Kansas in the amount of \$12,500.00 for one John Deere 7500 Precision Cut Fairway Mower.
- d. Consideration and Adoption of a Ordinance Amendment for the School Zone and Speed Limits - Westwood Elementary School
- e. The consideration and approval to solicit bids for the demolition of the property at 1309 Johnson Dr, being a condemned structure.
- f. The consideration and approval to solicit bids for the demolition of the property at 712 W 10th St, being a condemned structure.
- g. The consideration and approval to solicit bids for the demolition of the property at 331 W 8th St, being a condemned structure.

4. **PUBLIC HEARING:**

- a. A public hearing to consider submission of a CDBG Grant to the Kansas Department of Commerce (617. N. Washington).
- b. A Public Hearing to consider condemnation of property at 508 W 10th St and approval of Resolution 2679.

5. APPOINTMENTS:

- a. Consideration to appoint three Economic Development Advisory Board Members as City representatives..
- b. Consideration of an appointment to the Housing Authority Board.

6. PROCLAMATIONS:

- a. Martin Luther King proclamation.

7. NEW BUSINESS:

- a. Consideration to approve purchase option contract between the City and Gatherings on the Prairie, LLC.
- b. Consideration to submit a CDBG Grant to the Kansas Department of Commerce (617. N. Washington).
- c. Consideration of agreements concerning the Flint Hills Metropolitan Planning Organization.
- d. Consideration of award of bid for banking services to Kansas State Bank for a three year term.
- e. Consideration of the 2013 Contract for Jail Services.
- f. Consideration and adoption of a resolution of support for the Kansas Department of Transportation 2014 Transportation Enhancement Project - K-18 Pathway.
- g. Consideration and Approval of the City Staff Recommendation for the 2013 Street Maintenance Improvement Program.
- h. Consideration and Recommendation for the River Walk Landing Pond Improvements.
- i. A discussion of City Code Section 215.040 including "Certain Dangerous Animals" (Pit Bull ban).

8. UNFINISHED BUSINESS:

- a. Consideration of the Owner's Request for Annexation of the Property at 1205 Hoover Road and approval of the Annexation Agreement concerning connection to City utilities.
- b. Consideration of the Written Request of the Property Owner to Deannex Property on the South Side of Rucker Road at the west City limit line.

9. **EXECUTIVE SESSION:**

- a. An executive session to discuss issues of attorney client privilege.

10. **COMMISSIONER COMMENTS:**

11. **STAFF COMMENTS:**

12. **ADJOURNMENT:**

Backup material for agenda item:

- a. Consideration of Appropriation Ordinance A-1 & 2 dated-Dec 14 2012-Jan 8th 2013 in the amount of \$1,092,867.83

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT_
NON-DEPARTMENTAL	GENERAL FUND	LOYAL AMERICAN LIFE INSURANCE COMPANY	12/14/12	CANCER PLAN	362.06
			12/26/12	CANCER PLAN	362.06
		FAMILY SUPPORT PAYMENT CENTER (MISSOURI	12/14/12	MACSS #41061331/ CV103-753	154.85
			12/27/12	MACSS #41061331/ CV103-753	154.85
		INTERNAL REVENUE SERVICE	12/14/12	FEDERAL WITHHOLDING	26,965.39
			12/27/12	FEDERAL WITHHOLDING	27,498.74
			12/14/12	SOCIAL SECURITY WITHHOLDIN	3,354.75
			12/27/12	SOCIAL SECURITY WITHHOLDIN	3,510.50
			12/14/12	MEDICARE WITHHOLDING	3,382.98
			12/27/12	MEDICARE WITHHOLDING	3,461.15
		ING LIFE INSURANCE & ANNUITY COMPANY	12/14/12	ING	3,199.96
			12/27/12	ING	3,199.96
		AMERICAN UNITED LIFE INSURANCE COMPANY	12/14/12	AMERICAN UNITED LIFE	543.59
			12/26/12	AMERICAN UNITED LIFE	543.59
		JUNCTION CITY FIREFIGHTERS AID ASSOCIA	12/14/12	FIREFIGHTERS AID ASSOCIATI	107.50
			12/28/12	FIREFIGHTERS AID ASSOCIATI	110.00
		COVENTRY HEALTH SYSTEMS	12/14/12	PHS EMPLOYEE	3,487.71
			12/26/12	PHS EMPLOYEE	3,487.71
			12/14/12	PHS EMP/CHILD	890.92
			12/26/12	PHS EMP/CHILD	890.92
			12/14/12	PHS EMP/SPOUSE	878.78
			12/26/12	PHS EMP/SPOUSE	878.78
			12/14/12	PHS FAMILY	1,318.20
			12/26/12	PHS FAMILY	1,318.20
		JAN HAMILTON, CH.13 TRUSTEE-	12/14/12	GREG MARSH 12-41834	575.00
			12/27/12	GREG MARSH 12-41834	575.00
		CONTINENTAL AMERICAN INSURANCE COMPANY	12/14/12	CAIC	99.13
			12/26/12	CAIC	99.13
		CITY OF JUNCTION CITY	11/28/12	CITY OF JUNCTION CITY (G-F	5.00
			12/14/12	CITY OF JUNCTION CITY (G-F	94.00
			12/26/12	CITY OF JUNCTION CITY (G-F	57.75
			12/14/12	TELEPHONE REIMBURSEMENT	25.50
			12/26/12	TELEPHONE REIMBURSEMENT	25.50
			12/14/12	TELEPHONE REIMBURSEMENT	176.60
			12/26/12	TELEPHONE REIMBURSEMENT	176.60
		KANSAS PAYMENT CENTER	12/14/12	GARNISHMENT	457.02
			12/27/12	GARNISHMENT	457.02
			12/14/12	GARNISHMENT	290.77
			12/27/12	GARNISHMENT	290.77
			12/14/12	KANSAS PAYMENT CENTER	851.24
			12/27/12	KANSAS PAYMENT CENTER	851.24
		COLONIAL SUPPLEMENTAL INSURANCE	12/14/12	COLONIAL INSURANCE	13.00
			12/26/12	COLONIAL INSURANCE	13.00
			12/14/12	COLONIAL INSURANCE	16.90
			12/26/12	COLONIAL INSURANCE	16.90
		BERMAN & RABIN, P. A	12/14/12	09LM125	331.61
			12/27/12	09LM125	340.61
		MICHIGAN STATE DISBURSEMENT UNIT	12/14/12	GARNISHMENT-912507765	74.89
			12/27/12	GARNISHMENT-912507765	74.89
		W H GRIFFIN, TRUSTEE	12/14/12	C GEORGE 12-22755-13	700.00
			12/27/12	C GEORGE 12-22755-13	700.00
		COURT TRUSTEE OFFICE	12/14/12	GARNISHMENT GE08CR915	232.41
			12/27/12	GARNISHMENT GE08CR915	288.59
		DELTA DENTAL (PAYROLL)	12/14/12	DELTA DENTAL OF KANSAS	642.85
			12/26/12	DELTA DENTAL OF KANSAS	642.85
		FIREMEN'S RELIEF ASSOCIAT	12/14/12	FIREMANS RELIEF	190.92

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT_
			12/28/12	FIREMANS RELIEF	195.36
		GEARY COUNTY SHERIFF	12/29/12	BOOKING FEE DECEMBER 2012	1,269.00
		JUNCTION CITY FIRE FIGHTERS ASSOCIATIO	12/14/12	I.A.F.F. LOCAL 3309	924.00
			12/28/12	I.A.F.F. LOCAL 3309	924.00
		JUNCTION CITY POLICE	12/14/12	JCPOA	710.00
			12/28/12	JCPOA	730.00
		KANSAS DEPT OF REVENUE	12/14/12	STATE WITHHOLDING	10,553.38
			12/27/12	STATE WITHHOLDING	10,800.75
		KANSAS PUBLIC EMPLOYEES	12/14/12	KPERS #1	1,716.14
			12/27/12	KPERS #1	1,702.35
			12/14/12	KP&F	12,184.53
			12/27/12	KP&F	12,326.54
			12/14/12	KPERS #2	2,132.56
			12/27/12	KPERS #2	2,161.85
		POLICE & FIREMEN'S	12/14/12	POLICE & FIRE INSURANCE	1,191.25
			12/26/12	POLICE & FIRE INSURANCE	1,198.25
		FLEXIBLE SPENDING ACCOUNT #41807030	12/14/12	FIRST STATE BANK	1,777.99
			12/27/12	FIRST STATE BANK	1,777.99
		PRE-PAID LEGAL SERVICES,	12/14/12	PREPAID LEGAL	270.03
			12/27/12	PREPAID LEGAL	7.98
		AMERICAN FAMILY LIFE ASSURANCE COMPANY	12/14/12	AFLAC	91.91
			12/26/12	AFLAC	91.91
			12/14/12	AFLAC BEFORE TAX	1,286.62
			12/26/12	AFLAC BEFORE TAX	1,286.62
		ROLLING MEADOWS GOLF COURSE	12/14/12	ROLLING MEADOWS GOLF COURS	20.83
			12/27/12	ROLLING MEADOWS GOLF COURS	20.83
		KANSAS STATE TREASURER	1/02/13	KANSAS STATE TREASURER	661.00
			1/02/13	KANSAS STATE TREASURER	132.50
			1/02/13	KANSAS STATE TREASURER	5,244.50
		UNITED WAY OF JUNCTION CITY-GEARY COUN	12/14/12	UNITED WAY	214.90
			12/27/12	UNITED WAY	211.90_
				TOTAL:	173,267.31
GENERAL FUND	GENERAL FUND	DOMINQUE HOUSTON	12/27/12	DOMINQUE HOUSTON	75.00
		CHARLENE GOULDY	1/07/13	ALARM REGISTRATION-RFND 20	25.00
		GEARY COUNTY PUBLIC WORKS	12/28/12	VEOLIA-DEC 2012-WW/WP	459.20_
				TOTAL:	559.20
INFORMATION SYSTEMS	GENERAL FUND	VERIZON WIRELESS	12/12/12	IS Director - iPhone 5	199.99
			12/12/12	IS Director	51.64
			12/29/12	GVP CELL DECEMBER 2012	80.02
		INCODE	1/01/13	Accounts Receivable - AR	1,393.78
			1/01/13	Additional Designer	159.76
			1/01/13	Call Center - CC	2,439.12
			1/01/13	Central Cash Collection -	2,613.92
			1/01/13	Custom Forms Overlay	180.59
			1/01/13	Data Dictionary	836.97
			1/01/13	Forms Overlay	542.92
			1/01/13	Report Writer	1,356.74
			1/01/13	Secure Signatures	362.33
			1/01/13	Tyler Output Processor	1,012.92
			12/21/12	Web Publishing Fees	200.00
		CARD CENTER	11/30/12	Audio Cable 2nd Floor Conf	31.96
			11/30/12	Training - Lunch	40.00
			11/30/12	Phone Lines - Cox	30.00
			11/30/12	Channel 3 Digital Music	34.73

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT_
				TOTAL:	11,567.39
ADMINISTRATION	GENERAL FUND	INTERNAL REVENUE SERVICE	12/14/12	SOCIAL SECURITY WITHHOLDIN	500.18
			12/27/12	SOCIAL SECURITY WITHHOLDIN	574.69
			12/14/12	MEDICARE WITHHOLDING	116.98
			12/27/12	MEDICARE WITHHOLDING	134.41
		ING LIFE INSURANCE & ANNUITY COMPANY	12/14/12	ING	334.62
			12/27/12	ING	334.62
		GILMORE & BELL, P.C.	12/28/12	VENTRIA BIOSCIENCE-SERIES	3,000.00
		GEARY COUNTY DISTRICT COURT	1/07/13	CITY VS JOHNSON-CASE#11CV2	21,682.50
		COVENTRY HEALTH SYSTEMS	12/14/12	PHS EMPLOYEE	347.92
			12/26/12	PHS EMPLOYEE	347.92
		VERIZON WIRELESS	12/28/12	210-7021=CITY CLERK	51.64
			12/28/12	223-7779=CITY MANAGER	252.33
			12/28/12	210-5380-HR DIRECTOR	251.63
			12/28/12	307-2150-CITY MANAGER MIFI	40.01
			12/28/12	323-7174-CITY ATTORNEY	51.64
		TELEPLUS SOLUTIONS	12/15/12	Lower Rates / Switch to Co	451.15
			12/15/12	Cell Phone Zero Useage	25.10
			12/15/12	FAX Server DID Trunk Cost	73.38
		STAPLES ADVANTAGE	1/02/13	BP MED DUTY KNVS 300/BX	6.58
			1/02/13	HLDR BUS CRD, ENVLP, POST	9.92
			1/02/13	MSDS YELLW BNDR	45.82
		FLINT HILLS REGIONAL COUNCIL, INC.	1/07/13	NEW MEMBER ASSESSMENT	11,676.50
		KACM	1/07/13	2013 MEMBER DUES-BEATTY	210.00
			1/07/13	2013 MEMBER DUES-VERNON	210.00
		SEMINOLE ENERGY SERVICES, LLC	12/27/12	700 N JEFF-GAS-NOV 2012	533.90
		TYLER TECHNOLOGIES, INC	1/02/13	TRNG, TYLER-COURTS & JUSTI	250.00
		AGENDAPAL CORPORATION	1/16/13	AGENDAPAL	449.00
		DAWN JAEGER	12/19/12	SALARY SURVEY-2 OF 3 INVOI	2,000.00
		LYNDA COSTELLO	12/19/12	HOL. BASKETS-XMAS PARTY-20	120.00
		LANCE CUSTER	12/28/12	APPRAISAL FEE-JOHNSON APP	755.50
		JOHN SUMMERS	12/28/12	APPRAISAL FEE-JOHNSON APP.	755.50
		DELTA DENTAL (PAYROLL)	12/14/12	DELTA DENTAL OF KANSAS	38.19
			12/26/12	DELTA DENTAL OF KANSAS	38.19
		GOV'T FINANCE OFFICERS	1/07/13	2013 SCHNURR AND BEATTY DU	340.00
		SOCIETY FOR HR MANAGEMENT	1/03/13	2/1/13-1/31/14, ALY-MBRSHP	180.00
		ROBERT C TAGGART & ASSOC	1/03/13	BRUCE JOHNSON CONDMN CASE	500.00
		IIMC	1/07/13	DUES-SCHNURR 2013	110.00
		KEY OFFICE EQUIPMENT	1/02/13	CRTDG, FILE FLDR, PENS, BN	102.38
			12/14/12	5 TAB DVDRS, SHEET PROTECT	12.03
		KANSAS GAS SERVICE	12/28/12	133 W 7TH-NOV 2012	455.86
		ADVANCE LIFE INSURANCE	12/14/12	ADVANCE LIFE INUSRANCE	42.43
		KANSAS PUBLIC EMPLOYEES	12/14/12	KPERS #1	214.82
			12/27/12	KPERS #1	214.82
			12/14/12	KPERS #2	487.12
			12/27/12	KPERS #2	496.95
		LEAGUE OF KANSAS MUNICIPALITIES	1/03/13	CITY MBSHP DUES, KS GOV JU	9,589.86
		NEX-TECH	12/27/12	EDC	0.05
		GERY SCHOENROCK	12/28/12	APPRAISAL FEE-JOHNSON APP.	755.50
		POSTMASTER	1/01/13	PERMIT 167-FIRST CLASS-201	190.00
		KANSAS MAYORS ASSOCIATION	1/03/13	MEMBERSHIP DUES	50.00
		CARD CENTER	12/06/12	COURTYARD-MEAL	11.00
			12/06/12	COURTYARD-MEAL	11.00
			12/06/12	DOLLART-EMPLOYEE DINNER	15.00
			12/06/12	WATERS-TOOLS	133.83

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT_
			12/06/12	DILLONS-FOOD-EMPLOYEE DINN	90.91
			12/06/12	COURTYARD-MEAL	11.00
			12/06/12	COURTYARD-MEAL	11.00
			12/06/12	WALMART-MEETING-SUPPLIES	7.90
			12/06/12	DOLLAR TREE-EMPLOYEE DINNE	6.00
			12/13/12	SUBWAY-ANIMAL BOARD MEAL	29.85
			12/13/12	KTA TOLL-WICHITA TOLL	1.25
			12/13/12	CIIPOTLE-WICHITA MEAL	8.91
			12/13/12	DILLONS-3 TABLECLOTHS	11.67
			12/13/12	WALMART-FLINT HILLS CNCL.	75.35
			12/13/12	DILLONS-2 TABLECLOTH	7.78
			11/30/12	Phone Lines - Cox	115.48
			12/04/12	DOLLARGENERAL/CHRISTMAS CA	10.00
			12/13/12	CAPITAL PLAZA-MEAL-HR LAW	18.16
			12/06/12	CHAPS	75.00
			12/11/12	RAYS APPLE-SODA-XMAS PARTY	57.33
			12/06/12	ADVANTAGE LASER-BLANK CHEC	389.74
			12/06/12	ORIENTAL TRADE-CHRISTMAS P	123.50
			12/07/12	CHRISTMAS PARTY/WALMART	6.43
			12/07/12	CHRISTMAS PARTY/WALMART	77.58
			12/13/12	PANERA BREAD-TRNING-IN TOP	58.92
			12/13/12	MARRIOTT HTL-TRAINING -WIC	283.02
			12/19/12	COURTYARD-ROTARY	11.00
			12/19/12	COX BROS-BUSINESS LUNCH	21.77
			12/19/12	COURTYARD-ROTARY	22.00
			12/19/12	OCHO RIOS-MANAGER LUNCH	8.06
			12/19/12	COURTYARD-ROTARY	11.00
			12/19/12	KITES GRILLE-BUSINESS LUNC	28.21
		CINTAS #451	1/07/13	3 GRAY MATS	15.99
		CHAMBER OF COMMERCE	1/04/13	RETRT-GER, CEC, JIM, PAT,	875.00
		WEST PAYMENT CENTER	12/28/12	NOV 1 2012-NOV 30 2012	181.71
				TOTAL:	62,233.99
BUILDING MAINTENANCE	GENERAL FUND	INTERNAL REVENUE SERVICE	12/14/12	SOCIAL SECURITY WITHHOLDIN	130.46
			12/27/12	SOCIAL SECURITY WITHHOLDIN	141.14
			12/14/12	MEDICARE WITHHOLDING	30.51
			12/27/12	MEDICARE WITHHOLDING	33.01
		COVENTRY HEALTH SYSTEMS	12/14/12	PHS EMPLOYEE	309.26
			12/26/12	PHS EMPLOYEE	309.26
		VERIZON WIRELESS	12/31/12	223-1761=CHUCK WRIGHT	25.92
			12/31/12	785-210-9199 MAINT BUILDIN	32.04
		C & K CONSTRUCTION	12/18/12	WATER HEATER SPIN CITY	600.00
			12/20/12	SUMP PUMP DRAIN SPIN CITY	400.00
		DAVE'S ELECTRIC, INC.	12/18/12	MUNICIPAL BLDG GENERATOR	78.00
			12/14/12	MEN'S BTHROM OPERA HOUSE	123.31
			12/26/12	SPIN CITY GFI BRKR	78.00
		DELTA DENTAL (PAYROLL)	12/14/12	DELTA DENTAL OF KANSAS	21.88
			12/26/12	DELTA DENTAL OF KANSAS	21.88
		GEARY COUNTY PUBLIC WORKS	12/28/12	UNLEADED	226.78
			12/28/12	FUEL SURCH.66.7 GAL @ .05	3.34
		ADVANCE LIFE INSURANCE	12/14/12	ADVANCE LIFE INUSRANCE	17.38
		KANSAS PUBLIC EMPLOYEES	12/14/12	KPERS #2	187.15
			12/27/12	KPERS #2	201.51
		CARD CENTER	12/06/12	LAV FAUCET/MUNI COURT	29.99
			12/06/12	CIRCUIT BREAKER/SPIN CITY	4.29
			12/06/12	BATTERY/SPIN CITY	9.93

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT_
			12/06/12	NAILS/SPIN CITY	9.78
			12/06/12	S/S CL	9.54
			12/06/12	MED LAMP, CONDUIT	67.60
			12/06/12	BRAD PAS-FIN 18 GA	11.86
			12/06/12	BULBS, JCPD	33.98
			12/06/12	LAMP, BATTERY, BALLAST	129.34
			12/06/12	POST EYE LIGHT CONTROL	10.99
			12/06/12	HALOGEN FLOOD, DOOR STOP	18.37
			12/06/12	BALLAST	20.46
			12/06/12	FIBERGLASS FILTER	11.16
			12/06/12	GAL WIRE	11.99
			12/06/12	FIBERGLASS FILTER	11.16
		THERMAL COMFORT AIR, INC	12/12/12	HEATER REPAIR STATION 1	160.00
		CHUCK WRIGHT	12/28/12	CITY LOGO WORK UNIFORM SHI	75.00_
				TOTAL:	3,596.27
PARKS	GENERAL FUND	INTERNAL REVENUE SERVICE	12/14/12	SOCIAL SECURITY WITHHOLDIN	423.59
			12/27/12	SOCIAL SECURITY WITHHOLDIN	435.71
			12/14/12	MEDICARE WITHHOLDING	99.06
			12/27/12	MEDICARE WITHHOLDING	101.89
		GAME TIME ATHLETICS	12/19/12	AERATION AND TOPDRESSING	2,150.00
		COVENTRY HEALTH SYSTEMS	12/14/12	PHS EMPLOYEE	618.52
			12/26/12	PHS EMPLOYEE	618.52
			12/14/12	PHS EMP/CHILD	154.63
			12/26/12	PHS EMP/CHILD	154.63
			12/14/12	PHS FAMILY	30.93
			12/26/12	PHS FAMILY	30.93
		VERIZON WIRELESS	12/31/12	209-0933=PARKS WORKER	0.00
			12/31/12	209-1306=PARKS WORKER	0.00
			12/31/12	210-7130=PARKS WORKER	32.04
			12/31/12	210-7131=PARKS/REC DIRECTO	51.64
			12/31/12	223-1324=PARKS WORKER	42.43
			12/31/12	307-8579=MIFI	40.01
			12/31/12	761-6414=PARKS WORKER	32.04
		TELEPLUS SOLUTIONS	12/15/12	WUPD Office	25.07
			12/15/12	WUPD Internet	12.50
		CONCORDIA TRACTOR	12/20/12	SERVICE GATOR #178	52.13
			12/20/12	SERVICE GATOR #178	168.00
			12/20/12	BUNKER RAKE SERVICE	46.86
			12/20/12	BUNKER RAKE SERVICE	147.00
			12/20/12	SERVICE GATOR #144	46.86
			12/20/12	SERVICE GATOR #144	126.00
		GARAGE DOOR PLACE	12/19/12	SHOP DOOR REPAIR	100.79
		DELTA DENTAL (PAYROLL)	12/14/12	DELTA DENTAL OF KANSAS	47.52
			12/26/12	DELTA DENTAL OF KANSAS	47.52
			12/14/12	DELTA DENTAL OF KANSAS	32.82
			12/26/12	DELTA DENTAL OF KANSAS	32.82
		GEARY COUNTY PUBLIC WORKS	12/28/12	PARKS-UNLEADED	694.62
			12/28/12	PARKS-DIESEL	132.84
			12/28/12	PARKS-FUEL CHARGE-240. GAL	12.02
		KANSAS CORRECTIONAL IND	12/28/12	TRASH RECPTICLES/PARKS	3,250.00
		ADVANCE LIFE INSURANCE	12/14/12	ADVANCE LIFE INURANCE	41.15
		KANSAS PUBLIC EMPLOYEES	12/14/12	KPERS #1	513.87
			12/27/12	KPERS #1	522.02
			12/14/12	KPERS #2	108.75
			12/27/12	KPERS #2	108.09

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT_
		KONZA CONST. CO.	12/17/12	MASON SAND TOP DRESS RATH	252.28
			12/18/12	MASON SAND TOP DRESS RATH	306.94
		NEX-TECH	12/27/12	PARKS	0.05
		CARD CENTER	11/30/12	WUPD - Telephone	70.01
			12/06/12	CHAPS	16.99
			12/06/12	RECIP BLADE	15.99
			12/06/12	DEOCORATIONS CITY HALL	961.16
			12/06/12	EXTENSION CORDS	55.93
			12/06/12	ELECTRICAL TAPE DOWNTOWN	46.14
			12/06/12	9 FT EXTENSION CORD	17.88
			12/06/12	BLUB, LAMPHOLDER, BOLTS	28.89
			12/06/12	PARTS DRINKING FTN/5TH ST	13.79
			12/06/12	TAX CREDITED BACK, SEARS	83.79-
			12/06/12	GRAFFITI REMOVER	30.96
			12/06/12	TRUCK 149, HEATER ETC	231.00
			12/06/12	TRUCK 149, HEATER ETC	284.27
			12/06/12	TOILET KIT/HERITAGE	39.99
			12/06/12	TAPE,CABLETIES, ICICLES	92.65
			12/06/12	WASHERS,BOLTS,SCREWS	28.45
			12/06/12	STRAW BALES	74.90
			12/06/12	MASONRY DRILL BIT	8.97
			12/06/12	STAFF LUNCH/INSTALLING LIG	32.45
			12/06/12	WASHERS, BOLTS	19.15
			12/06/12	TIMER,PWR STRIP, BOLTS	26.76
			12/06/12	INDOOR TIMER/CHRISTMAS	53.94
			12/06/12	TIMER PLUG	12.00
			12/06/12	CUP HOOK	8.95
			12/06/12	STIHL AUTOCUT 25-2	27.99
			12/06/12	WREATH HANGER/CHRISTMAS	3.99
			12/06/12	CHRISTMAS LIGHTS	10.99
			12/06/12	CHRISTMAS LIGHTS	81.37
			12/06/12	CHRISTMAS LIGHTS	11.46
			12/06/12	CHRISTMAS LIGHTS	5.49
			12/06/12	CHRISTMAS LIGHTS	42.02
			12/06/12	CHRISTMAS LIGHTS	39.95
		T.O.HAAS TIRES	12/03/12	TIRES TRUCK #136	628.94_
				TOTAL:	14,784.72
SWIMMING POOL	GENERAL FUND	TELEPLUS SOLUTIONS	12/15/12	Pool Internet	6.00
		CARD CENTER	11/30/12	Pool - Internet Connection	52.95
			11/30/12	Pool - Phone	34.42_
				TOTAL:	93.37
AIRPORT	GENERAL FUND	TELEPLUS SOLUTIONS	12/15/12	Airport Internet	6.00
		KANSAS AIR CENTER	12/28/12	DECEMBER 2012-MONTH CONTRA	1,833.33
		CARD CENTER	11/30/12	Airport - Internet Connect	47.95_
				TOTAL:	1,887.28
GOLF COURSE	GENERAL FUND	CURT'S PEST CONTROL	12/28/12	PEST CONTROL SERVICE	77.00
		INTERNAL REVENUE SERVICE	12/14/12	SOCIAL SECURITY WITHHOLDIN	287.88
			12/27/12	SOCIAL SECURITY WITHHOLDIN	293.55
			12/14/12	MEDICARE WITHHOLDING	67.35
			12/27/12	MEDICARE WITHHOLDING	68.64
		COVENTRY HEALTH SYSTEMS	12/14/12	PHS EMPLOYEE	309.26
			12/26/12	PHS EMPLOYEE	309.26
		PROPANE CENTRAL	1/08/13	WRONG INVOICE AMOUNT	16,603.00-

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT_
			1/08/13	FUEL SURCHARGE	166.03
			12/28/12	PROPANE	16,603.00
		CONSOLIDATED PRINTING	12/28/12	ADVERT IN 2013 VISITORS GU	1,000.00
		DS&O RURAL ELECTRIC	1/03/13	GOLF CLUB HOUSE	1,023.95
			1/03/13	GOLF COURSE	1,599.07
			1/03/13	GOLF COURSE-CART SHED	126.81
		DELTA DENTAL (PAYROLL)	12/14/12	DELTA DENTAL OF KANSAS	21.60
			12/26/12	DELTA DENTAL OF KANSAS	21.60
			12/14/12	DELTA DENTAL OF KANSAS	32.82
			12/26/12	DELTA DENTAL OF KANSAS	32.82
		FOOTJOY	11/26/12	SPECIAL ORDER MERCH	78.01
			12/29/12	SPECIAL ORDER MERCHANDISE	45.21
			10/26/12	RETURNED MERCHANDISE	99.00-
		GEARY COUNTY RWD #4	1/07/13	RURAL WATER SUPPLY	40.60
		SECURITY SOLUTIONS INC	12/28/12	SECURITY MAINT/MONITOR	79.00
		ADVANCE LIFE INSURANCE	12/14/12	ADVANCE LIFE INUSRANCE	26.81
		KANSAS PUBLIC EMPLOYEES	12/14/12	KPERS #1	142.49
			12/27/12	KPERS #1	142.32
			12/14/12	KPERS #2	192.34
			12/27/12	KPERS #2	198.22
		MIDWEST TURF	12/28/12	JRM BAYONET TINE	478.66
		NCKCN.COM	12/28/12	VIRTUAL DOMAIN	10.00
		NEX-TECH	12/27/12	GOLF COURSE	6.24
		CARD CENTER	12/10/12	DILLONS	7.95
			12/10/12	DILLONS	24.95
			12/10/12	DILLONS	8.94
			12/10/12	DILLONS	9.98
			11/30/12	Golf - Internet Connection	59.95
			12/10/12	WATERS TRUE VALUE	25.98
			12/10/12	MILLESON AUTO SUPPLY	23.13
			12/10/12	SHERWIN-WILLIAMS JC,KS	42.65
			12/10/12	DILLONS	13.70
			12/10/12	WATERS TRUE VALUE	44.99
		TEXOMA GOLF INC	12/28/12	SPECIAL ORDER MERCH	32.91
			12/28/12	RESALE MERCHANDISE	116.83
		TIELKE ENTERPRISE, LLC	12/28/12	SANDWICHES	39.00_
				TOTAL:	7,229.50
AMBULANCE	GENERAL FUND	INTERNAL REVENUE SERVICE	12/14/12	SOCIAL SECURITY WITHHOLDIN	46.95
			12/27/12	SOCIAL SECURITY WITHHOLDIN	50.05
			12/14/12	MEDICARE WITHHOLDING	213.82
			12/27/12	MEDICARE WITHHOLDING	219.98
		BARTON COUNTY COMMUNITY COLLEGE	12/19/12	PEREZ, ARTURO AEMT CLASS	970.00
		IMAGE TREND	12/18/12	FIELD BRIDGE ANNUAL SUPPOR	400.00
		COVENTRY HEALTH SYSTEMS	12/14/12	PHS EMPLOYEE	1,005.09
			12/26/12	PHS EMPLOYEE	1,005.09
			12/14/12	PHS FAMILY	154.63
			12/26/12	PHS FAMILY	154.63
		VERIZON WIRELESS	12/28/12	223-1237 (M3)	5.24
			12/28/12	223-1238 (M4)	6.02
			12/28/12	223-1240 (M2)	7.98
			12/28/12	223-1243 (M1)	7.13
			12/28/12	223-7309 (CHIEF STEINFORT)	32.04
			12/28/12	761-7543-RICK ROOK	51.64
		CDW GOVERNMENT INC	12/11/12	Fire 2 Projector 50%	762.59
			12/19/12	Office 2013 Pro	348.04

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT_
			12/19/12	Office 2013 Standard	2,548.90
		TELEPLUS SOLUTIONS	12/15/12	Fire Station 2	9.69
			12/15/12	Fire Station 2 Internet	6.25
		WITMER PUBLIC SAFETY GROUP, INC	12/27/12	GLOVES & HOODS	969.20
		KA-COMM	11/29/12	DESKTOP CHARGER	38.00
			12/10/12	RADIO FOR STATION 2	374.75
			12/10/12	RADIO FOR STATION 2	140.00
			12/20/12	PROGRAM PAGER	34.00
			12/20/12	RADIO PROGRAMMING	136.00
			1/01/13	SERVICE CONTRACT/MAINT AMB	173.50
			12/19/12	800 RADIO & INSTALL/M4	98.12
			12/19/12	800 RADIO & INSTALL/M4	224.00
			12/19/12	800 RADIO & INSTALL/M1	98.12
			12/19/12	800 RADIO & INSTALL/M1	144.00
			12/20/12	HORN & INSTALL/STN 1	167.90
			12/20/12	HORN & INSTALL/STN 1	200.00
		INTEGRIS EQUIPMENT	12/28/12	DEFIBRILLATOR	1,595.00
		RADIOLOGY AND NUCLEAR MEDICINE	12/05/12	DOKKEN/READ TB X-RAY	37.00
			12/07/12	NABUS/READ TB X-RAY	37.00
			12/11/12	WALSH-TB X-RAY	37.00
		DELTA DENTAL (PAYROLL)	12/14/12	DELTA DENTAL OF KANSAS	118.80
			12/26/12	DELTA DENTAL OF KANSAS	118.80
			12/14/12	DELTA DENTAL OF KANSAS	32.82
			12/26/12	DELTA DENTAL OF KANSAS	32.82
		GEARY COMMUNITY HOSPITAL	12/11/12	TB X-RAY/WALSH	100.00
		GEARY COUNTY PUBLIC WORKS	12/31/12	DIESEL FUEL - AMBULANCE	1,442.54
			12/31/12	MOTOR FUEL - AMBULANCE	557.18
		ADVANCE LIFE INSURANCE	12/14/12	ADVANCE LIFE INUSRANCE	102.97
		KANSAS PUBLIC EMPLOYEES	12/14/12	KPERS #1	69.54
			12/27/12	KPERS #1	73.71
			12/14/12	KP&F	3,003.06
			12/27/12	KP&F	3,094.01
		MOORE MEDICAL LLC	12/12/12	MEDICAL SUPPLIES	400.75
		NEX-TECH	12/27/12	AMBULANCE	0.05
		OMNI BILLING	12/31/12	DECEMBER 2012 AMB BILLING	3,366.25
		PROMED OF KANSAS	12/29/12	SINGLE RESTRAINT BELTS	308.32
		CARD CENTER	12/04/12	MILITARYOUTLET/UNIFORM SEW	10.00
			12/04/12	MILITARYOUTLET/UNIFORMS	120.35
			12/04/12	MILITARYOUTLET/UNIFORMS	55.00-
			11/30/12	Phone Lines - Cox (50%)	52.19
			11/30/12	Fire #2 Internet Connect -	49.98
			11/30/12	Fire Station 2 - Phone 50%	52.60
			11/30/12	Lojack - fd_amb_1	28.79
			11/30/12	Lojack - fd_amb_2	28.79
			11/30/12	Lojack - fd_amb_3	28.79
			11/30/12	Lojack - fd_amb_4	28.79
			11/30/12	Lojack - fd_amb_5	28.79
			12/04/12	AIRGAS/MEDICAL OXYGEN	80.00
			12/04/12	SCREENMACHINE/EMBROIDERY W	40.00
			12/04/12	WATERS/BOLTS FOR M2	0.75
			12/04/12	VERIZON/PHONE CASE, PROTEC	33.73
			12/04/12	KOLLING/MEDICAL SUPPLIES	809.92
			12/04/12	YOURAUTO/FRONT BRAKES M3	120.00
			12/04/12	YOURAUTO/FRONT BRAKES M3	295.00
			12/04/12	KOLLING/MEDICAL SUPPLIES	8.68
			12/04/12	KOLLING/MEDICAL SUPPLIES	189.56

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT_
				TOTAL:	27,282.68
ANIMAL SHELTER	GENERAL FUND	GEARY COUNTY CLERK	12/28/12	NOV 2012-ANIMAL SHELTER FE	9,895.79_
				TOTAL:	9,895.79
COUNTY/INS ZONING SVCS	GENERAL FUND	VERIZON WIRELESS	12/28/12	ZONING ADMINISTRATOR	35.16
			12/28/12	MUNICIPAL SERVICE DIRECTOR	11.72
		KEY OFFICE EQUIPMENT	12/26/12	MARKER, SHARPIE, ULTRA FN, B	7.38
			12/26/12	PEN, ROLLBALL, MICRO, UNI 20	17.81
			12/26/12	PEN, ROLLBALL, MICRO, UNI 20	18.18
			12/28/12	INDEX, GOLDLINE, JAN-DEC, BF-	11.37
			12/28/12	STENO BK, 6 X 9 - 2	1.98
		CARD CENTER	12/10/12	STAPLES- ENVELOPES 12 X 15	28.49
			12/10/12	STAPLES-ENVELOPES 9 X 12 W	30.49
			12/10/12	STAPLES - STAPLER	17.49
			12/10/12	STAPLES - BALL POINT PENS	5.60
			11/30/12	Phone Lines - Cox	26.92
			12/10/12	LONGHORNS - KAC/KACPZO	24.77
			12/10/12	TYME OUT LOUNGE - FHRC/MPO	41.28_
				TOTAL:	278.64
ENGINEERING	GENERAL FUND	INTERNAL REVENUE SERVICE	12/14/12	SOCIAL SECURITY WITHHOLDIN	105.85
			12/27/12	SOCIAL SECURITY WITHHOLDIN	109.16
			12/14/12	MEDICARE WITHHOLDING	24.76
			12/27/12	MEDICARE WITHHOLDING	25.53
		COVENTRY HEALTH SYSTEMS	12/14/12	PHS EMPLOYEE	207.20
			12/26/12	PHS EMPLOYEE	207.19
		VERIZON WIRELESS	12/28/12	ASST CITY ENGINEER	51.64
			12/28/12	ENGINEER ASST	51.64
			12/28/12	MUNICIPAL SERVICE DIRECTOR	11.72
		KRISTOFER FINGER	12/28/12	KCITE CHAPTER MEETING-1108	23.25
		DELTA DENTAL (PAYROLL)	12/14/12	DELTA DENTAL OF KANSAS	28.94
			12/26/12	DELTA DENTAL OF KANSAS	28.94
		KEY OFFICE EQUIPMENT	12/26/12	DRYERASE BOARD & MARKERS	4.36
		ADVANCE LIFE INSURANCE	12/14/12	ADVANCE LIFE INSURANCE	11.78
		KANSAS PUBLIC EMPLOYEES	12/14/12	KPERS #1	109.57
			12/27/12	KPERS #1	109.57
			12/14/12	KPERS #2	41.45
			12/27/12	KPERS #2	45.91
		KAW VALLEY ENGINEERING, INC	1/02/13	ANNEXATION	5,400.00
		CARD CENTER	12/10/12	STAPLES - BALL POINT PENS	5.60
			11/30/12	Phone Lines - Cox	60.20
			12/10/12	SALINA BLUEPRINT-CANON PIG	173.00
			12/10/12	SALINA BLUEPRINT-SHIPING	9.56
			12/17/12	DILLONS FUEL-WICHITA APWA	11.16
			12/17/12	STAPLES-STRG&BOX-GREG OFF	37.97_
				TOTAL:	6,895.95
CODES ENFORCEMENT	GENERAL FUND	INTERNAL REVENUE SERVICE	12/14/12	SOCIAL SECURITY WITHHOLDIN	207.88
			12/27/12	SOCIAL SECURITY WITHHOLDIN	207.88
			12/14/12	MEDICARE WITHHOLDING	48.62
			12/27/12	MEDICARE WITHHOLDING	48.62
		COVENTRY HEALTH SYSTEMS	12/14/12	PHS EMPLOYEE	231.95
			12/26/12	PHS EMPLOYEE	231.95
			12/14/12	PHS FAMILY	154.63
			12/26/12	PHS FAMILY	154.63

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT_
			12/14/12	PHS EMPLOYEE	1,314.35
			12/14/12	PHS EMPLOYEE	10.54
			12/26/12	PHS EMPLOYEE	4,154.18
			12/26/12	PHS EMPLOYEE	1,314.36
			12/26/12	PHS EMPLOYEE	20.82
			12/14/12	PHS EMP/CHILD	154.63
			12/14/12	PHS EMP/CHILD	154.63
			12/26/12	PHS EMP/CHILD	154.63
			12/26/12	PHS EMP/CHILD	154.63
			12/14/12	PHS EMP/SPOUSE	250.90
			12/14/12	PHS EMP/SPOUSE	38.66
			12/14/12	PHS EMP/SPOUSE	19.70
			12/26/12	PHS EMP/SPOUSE	259.77
			12/26/12	PHS EMP/SPOUSE	38.66
			12/26/12	PHS EMP/SPOUSE	10.83
		VERIZON WIRELESS	12/29/12	PD CELL DECEMBER 2012	892.65
		TELEPLUS SOLUTIONS	12/15/12	Cancel Line RNA 762-4111	24.25
			12/15/12	Cancel Line RNA 762-4111	24.25
			12/15/12	Cancel - ISDN line 238-169	19.63
			12/15/12	Cancel ISDN Line 238-1697	19.63
		STAPLES ADVANTAGE	12/19/12	FILE CABINETS	551.07
			12/19/12	SANITIZER	31.14
			12/21/12	3188240270 DISPATCH CALEND	40.92
			12/21/12	3188240270 CALENDARS	79.04
		TRAVELERS	12/31/12	INSUR CLAIM	13,704.40
		CONTINENTAL PROFESSIONAL LANDRY	12/18/12	110738 UNIFORM CLEANING	9.25
			12/19/12	110770 UNIFORM CLEANING	18.50
			12/19/12	110813 UNIFORM CLEANING	35.15
			12/19/12	110814 UNIFORM CLEANING	46.25
			12/19/12	110833 UNIFORM CLEANING	12.95
			12/26/12	110937 UNIFORM CLEANING	14.80
			12/26/12	110944 UNIFORM CLEANING	27.75
			12/26/12	110945 UNIFORM CLEANING	27.75
			12/26/12	110952 UNIFORM CLEANING	24.05
			12/27/12	110962 UNIFORM CLEANING	3.70
			12/29/12	110970 UNIFORM CLEANING	75.85
		KA-COMM	12/27/12	112811 FLASHLIGHT/GUN MOUN	318.05
			12/14/12	112880 RADIO CHARGERS	260.00
			12/27/12	112881 NARROWBAND CONTROL	284.00
			12/27/12	112896 NARROWBAND RADIOS	1,588.00
			1/01/13	SERVICE CONTRACT/MAINT POL	188.50
			1/01/13	SERVICE CONTRACT/MAINT POL	188.50
			12/29/12	113154 STROBE #202	125.06
			12/29/12	113157 GUNLOCK SWITCH #228	24.00
			12/27/12	118043 NARROWBAND RADIOS	555.00
		DELTA DENTAL (PAYROLL)	12/14/12	DELTA DENTAL OF KANSAS	539.85
			12/14/12	DELTA DENTAL OF KANSAS	120.55
			12/14/12	DELTA DENTAL OF KANSAS	5.74
			12/26/12	DELTA DENTAL OF KANSAS	543.89
			12/26/12	DELTA DENTAL OF KANSAS	120.74
			12/26/12	DELTA DENTAL OF KANSAS	1.51
			12/14/12	DELTA DENTAL OF KANSAS	248.88
			12/14/12	DELTA DENTAL OF KANSAS	79.32
			12/26/12	DELTA DENTAL OF KANSAS	247.40
			12/26/12	DELTA DENTAL OF KANSAS	79.32
			12/26/12	DELTA DENTAL OF KANSAS	1.48

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT_
		MIDSTATES ORGANIZED CRIME	1/08/13	MOCIC MEMBERSHIP 2013	200.00
		GEARY COUNTY SHERIFF	12/29/12	JAIL EXPENSE DECEMBER 2012	30,000.00
		TELVENT DTN	12/14/12	3889592 WEATHER RADAR	144.00
		KEY OFFICE EQUIPMENT	12/29/12	CHAIR MATS	1,023.84
			12/29/12	J44917 DESK PADS	79.44
		KACP	1/02/13	2013 KACP DUES 201	130.00
			1/02/13	2013 KACP DUES 203	30.00
			1/02/13	2013 KACP DUES 204	30.00
			1/02/13	2013 KACP DUES #89	30.00
			12/19/12	21433 OFFICER HIRING TESTS	486.50
			12/19/12	21534 DISPATCHER HIRING TE	385.00
		ADVANCE LIFE INSURANCE	12/14/12	ADVANCE LIFE INUSRANCE	485.42
			12/14/12	ADVANCE LIFE INUSRANCE	127.48
			12/14/12	ADVANCE LIFE INUSRANCE	2.67
		KANSAS PUBLIC EMPLOYEES	12/14/12	KPERS #1	553.46
			12/14/12	KPERS #1	1,067.73
			12/27/12	KPERS #1	559.71
			12/27/12	KPERS #1	1,002.75
			12/14/12	KP&F	13,920.62
			12/14/12	KP&F	627.40
			12/14/12	KP&F	110.35
			12/27/12	KP&F	14,248.44
			12/27/12	KP&F	624.32
			12/27/12	KP&F	98.83
			12/14/12	KPERS #2	124.26
			12/14/12	KPERS #2	588.68
			12/27/12	KPERS #2	120.09
			12/27/12	KPERS #2	477.02
		NEX-TECH	12/27/12	POLICE	57.29
			12/27/12	DISPATCH	59.78
		PDQ EMERGENCY PRODUCTS	12/18/12	17278 UNIFORM COAT	271.99
		CARD CENTER	12/14/12	BOX & SHIP-TASER SHIPPING	24.46
			12/14/12	QUANTICO-SWAT EQUIPMENT	299.92
			12/14/12	QUANTICO-OFFICER UNIFORMS	199.57
			12/14/12	MIDWAY CAP-BUTTONS EXP STR	98.00
			12/14/12	POLICESTORE-SLINGS	107.45
			12/14/12	OAKLEY-GOGGLES	656.13
			12/14/12	WMART-HEADLIGHTS	29.64
			12/14/12	ORSCHELNS-GENERATOR LAB TR	299.99
			12/14/12	SEARS-LAB REFRIGERATOR	646.39
			11/30/12	City - Fiber Internet	1,500.00
			12/14/12	17379 B&K-COFFEE	37.10
			12/14/12	17383 B&K-COFFEE	74.20
			12/14/12	17504 B&K-COFFEE	37.10
			12/14/12	34969 CONCEPTS-FILING LABE	430.14
			12/14/12	STAPLES-PLATES,SILVERWARE	79.95
			12/14/12	3RIVERS-RETIREMENT PLAQUE	4.30
			12/14/12	3RIVERS-RETIREMENT PLAQUE	49.30
			12/14/12	QUALITYLOGO-WHISTLE/SANITI	535.00
			12/14/12	QUALITYLOGO-WHISTLE/SANITI	4.56
			12/14/12	QUANTICO-UNIFORMS #5	119.97
			12/14/12	ORSCHELNS-TRAP/CRATE	239.97
			12/14/12	WMART BATTERIES	49.15
			12/14/12	108960 FIRESTONE-TIRES #20	739.48
			12/14/12	1303J&R-LOF,TIRE RT #202	64.30
			12/14/12	1307J&R-CONTROL ARM,LOF #2	235.23

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT_
			12/14/12	1309J&R-LOF,TIRE RT #206	68.40
			12/14/12	1302J&R-LOF,TIRE RT #210	75.36
			12/14/12	1304J&R-LOF,TIRE RT #212	77.26
			12/14/12	1305J&R-LOF, TIRE RT #223	67.37
			12/14/12	1310J&R-LOF, TIRE RT #208	68.40
			12/14/12	1319 J&R-AXLE BEARING,LOF	240.75
			12/14/12	1320 J&R-BRAKES #210	60.50
			12/14/12	1336 J&R-LOF, TIRE RT #219	72.52
			12/14/12	1329 J&R-CONTROL ARM #210	187.00
			12/14/12	1333J&R-RING GEAR/PINION #	311.20
			12/14/12	MIL OUTLET-NAME TAGS	8.00
			12/14/12	QUANTICO-OFFICER UNIFORMS	239.94
			12/14/12	13528 LANNY WOLF-REPAIR #2	278.10
			12/14/12	ORSCHELNS-CORDS PATROL VEH	19.94
			12/14/12	109068 FIRESTONE-TIRES #20	554.61
			12/14/12	337431ORAP-OCTANE BOOST #2	16.74
			12/14/12	331572ORAP-TEMP ACTUATR #2	34.19
			12/14/12	334297ORAP-OCTANE BOOST #2	16.74
			12/14/12	334964ORAP-STR WHL CVR #22	10.49
			12/14/12	335195ORAP-STR WHL CVR-PAT	41.96
			12/14/12	ORSCHELNS-CORDS PATROL VEH	7.98
			12/14/12	WTV-DUSTER REFILL	19.98
			12/14/12	109146 FIRESTONE-ALIGN #20	65.00
			12/14/12	PROPPER-BADGE TABS	63.62
			12/14/12	10234 JIM CLAR-CAP #204	85.46
			12/14/12	QUANTICO-OFFICER UNIFORMS	39.95
			12/14/12	85727 JIM CLARK-ENG MOUNTS	187.60
			12/14/12	ORSCHELNS-CORDS #220	3.99
			12/14/12	GEARY GRAIN-MOUSE BAIT RAN	28.40
			12/14/12	HUMANE REST-BODY WRAPS	827.50
			12/14/12	JIM CLARK-DIFFERENTIAL #20	595.36
			12/14/12	JIM CLARK-BOLT #208	5.60
			12/14/12	WMART-28 DFL RED,BLK#210,2	24.00
			12/14/12	109646 FIRESTONE-TPMS SENS	107.45
			12/14/12	REALTRUCK-AVS TAPE VENT VI	368.46
			12/14/12	GALLS-RAINCOAT #771	21.70
			12/14/12	RADIO SHACK-MICROSD CARDS	53.94
		SERVICEMASTER	1/04/13	JAN 2013-JANITORIAL SERVIC	754.00
		WEST PAYMENT CENTER	12/14/12	826170458 CLEAR SUBSCRIPTI	166.18
				TOTAL:	184,720.54
FIRE	GENERAL FUND	INTERNAL REVENUE SERVICE	12/14/12	SOCIAL SECURITY WITHHOLDIN	46.95
			12/27/12	SOCIAL SECURITY WITHHOLDIN	50.05
			12/14/12	MEDICARE WITHHOLDING	899.95
			12/27/12	MEDICARE WITHHOLDING	901.27
		COVENTRY HEALTH SYSTEMS	12/14/12	PHS EMPLOYEE	3,633.81
			12/26/12	PHS EMPLOYEE	3,633.81
			12/14/12	PHS EMP/CHILD	154.63
			12/26/12	PHS EMP/CHILD	154.63
			12/14/12	PHS EMP/SPOUSE	154.63
			12/26/12	PHS EMP/SPOUSE	154.63
		VERIZON WIRELESS	12/28/12	209-0124 (STN 2 CAPT)	6.28
			12/28/12	209-0255 (BC)	5.76
			12/28/12	209-0668 (STN 1 CAPT)	5.10
		CDW GOVERNMENT INC	12/11/12	Fire 2 Projector 50%	762.59
		TELEPLUS SOLUTIONS	12/15/12	Fire Station 2	9.69

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT_
			12/15/12	Fire Station 2 Internet	6.25
		DANKO EMERGENCY EQUIPMENT CO.	12/20/12	FIRE BOOTS, 15 PAIR	3,904.08
			12/20/12	NAME PATCHES, SUSPENDERS	655.53
		KA-COMM	12/10/12	RADIO FOR STATION 2	374.75
			12/10/12	RADIO FOR STATION 2	140.00
			12/13/12	ADMINISTRATIVE LABOR/LICENS	75.00
			1/01/13	SERVICE CONTRACT/MAINT FIR	173.50
		CONRAD FIRE EQUIPMENT	12/31/12	GEAR BOX, BOOT KIT/E20	2,187.38
			12/17/12	PARTS FOR LADDER 1	798.28
		NATIONAL FLEET TESTING SERVICES INC	12/17/12	ANNUAL TEST OF GROUND LADD	488.75
		FIREMANS LAWN SERVICE	12/27/12	LAWN MOWER/STN 2	400.00
		DELTA DENTAL (PAYROLL)	12/14/12	DELTA DENTAL OF KANSAS	270.00
			12/26/12	DELTA DENTAL OF KANSAS	270.00
			12/14/12	DELTA DENTAL OF KANSAS	207.86
			12/26/12	DELTA DENTAL OF KANSAS	207.86
		EMERGENCY FIRE EQUIPMENT	12/19/12	HELMET SHIELDS	200.50
		GEARY COUNTY PUBLIC WORKS	12/31/12	DIESEL FUEL - FIRE	1,235.34
			12/31/12	MOTOR FUEL - FIRE	165.60
		ACS FIREHOUSE SOLUTIONS	11/20/12	FIREHOUSE ANNUAL SUPPORT	845.00
		ADVANCE LIFE INSURANCE	12/14/12	ADVANCE LIFE INUSRANCE	331.82
		KANSAS PUBLIC EMPLOYEES	12/14/12	KPERS #1	69.54
			12/27/12	KPERS #1	73.71
			12/14/12	KP&F	10,870.40
			12/27/12	KP&F	10,563.41
		KS ST FIREFIGHTERS ASSOC.	12/31/12	KSFFA DUES 2013	50.00
		MIKE'S FIRE EXT. SALES	12/31/12	FIRE EXTINGUISHER/S1	190.00
		MILLESON'S AUTO SUPPLY	12/18/12	O-RING/E30	0.88
		NEX-TECH	12/27/12	FIRE	0.05
		THE PRINTERY	12/18/12	BUSINESS CARDS	135.00
		CARD CENTER	12/04/12	SERVICE MASTER/REPAIR VACU	47.50
			12/04/12	BOX&SHIP/SHIP BUNKER GEAR	27.96
			11/30/12	Phone Lines - Cox (50%)	52.19
			11/30/12	Fire #2 Internet Connect -	49.97
			11/30/12	Fire Station 2 - Phone 50%	52.60
			12/04/12	WALMART/RECEPTION FOOD	34.97
			12/04/12	WALMART/MINI BLIND, CORR.	14.89
			12/04/12	DILLONS/RETIREMENT FOOD	9.38
			12/04/12	KING'S GALLERY/PLAQUE	110.00
			12/04/12	DILLONS/RETIREMENT FOOD	268.92
			12/04/12	WATERS/REPAIR PARTNER SAW	98.55
			12/04/12	WATERS/REPAIR PARTNER SAW	40.00
			12/04/12	WALMART/CHRISTMAS PARTY CA	14.66
			12/04/12	WALMART/DOCUMENT FRAMES	7.96
			12/04/12	WATERS/LUMBER BASEMENT ROO	268.81
			12/04/12	YOURAUTO/AC COMPRESSOR FOR	664.41
			12/04/12	BOX&SHIP/BUNKER GEAR TO RE	27.58
			12/04/12	WATERS/SPRAY PAINT	4.19
			12/04/12	WALMART/JANITORIAL SUPPLIE	152.99
			12/04/12	KITES/INTERVIEW PANEL LUNC	62.57
			12/04/12	WALMART/DONUTS INTERVIEW P	7.96
			12/04/12	WATERS/PLATE COVERS, CHAIN	5.97
			12/04/12	WATERS/CEILING HOOK, CHAIN	8.77
			12/04/12	OREILLY/SPARK PLUG, GAUGES	3.58
			12/04/12	WATERS/BULB FOR E20	7.99
			12/04/12	WATERS/WD40	17.97
		RICK ROOK	12/27/12	WORK SHIRTS/FIRE CHIEF	24.84

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT_
		WEIS FIRE & SAFETY EQUIP	12/20/12	THERMAL IMAGER BATTERIES	475.00_
				TOTAL:	48,026.45
STREET	GENERAL FUND	INTERNAL REVENUE SERVICE	12/14/12	SOCIAL SECURITY WITHHOLDIN	953.63
			12/27/12	SOCIAL SECURITY WITHHOLDIN	1,149.51
			12/14/12	MEDICARE WITHHOLDING	223.03
			12/27/12	MEDICARE WITHHOLDING	268.84
		COVENTRY HEALTH SYSTEMS	12/14/12	PHS EMPLOYEE	1,488.34
			12/26/12	PHS EMPLOYEE	1,488.33
			12/14/12	PHS EMP/SPOUSE	57.99
			12/26/12	PHS EMP/SPOUSE	57.99
		VERIZON WIRELESS	12/28/12	IBARRA-223-1232	51.64
			12/28/12	SPARE-223-1241	25.68
			12/28/12	BIGGS-223-1338	25.70
			12/28/12	ON CALL-223-1508	25.68
			12/28/12	GOMEL-761-5218	42.04
			12/28/12	HORN-761-5254	25.68
			12/28/12	ARIAZ-761-5396	33.63
			12/28/12	LEWIS-761-5414	60.89
			12/28/12	TENORIO-761-5450	25.68
		UNIVERSAL LUBRICANTS, LLC	12/10/12	12/1 QT VAL MP 2 CYCLE TC	97.00
			12/24/12	GREASE FOR ALL TRUCKS	774.90
		CENTURY UNITED COMPANIES, INC	12/17/12	Copier - PW	10.50
			12/24/12	Copier - PW	7.00
			12/24/12	Copier - PW Overage Charge	0.88
		CARTEGRAPH SYSTEMS, INC.	11/30/12	YourGov Imp. Ser 25%	700.00
		BARNES DISTRIBUTION	12/12/12	ARTIC SUPERFLEX WIRE	520.64
			12/13/12	WASHER, NUTS ETC. FOR TRAF	805.99
		CENTRAL POWER SYSTEMS & SERVICES	12/28/12	#921 PART	526.40
		JOSH RUMBAUGH	12/17/12	JOSH RUMBAUGH	87.39
			12/23/12	JOSH RUMBAUGH	19.41
		CENTRAL SALT LLC	1/03/13	SALT	2,208.30
			1/03/13	SALT	2,318.80
			1/03/13	SALT	1,139.85
			12/31/12	SALT	2,491.35
			12/31/12	SALT	1,254.60
		DS&O RURAL ELECTRIC	1/03/13	1807 LYDIA LN-WARNING SIRE	51.50
			1/03/13	QUINTON POINT SIREN	34.73
			1/03/13	LIGHTS AT HUNTERS RIDGE	554.66
			1/03/13	LIGHTS AT HARGRAVES #2	61.69
			1/03/13	LIGHTS AT INDIAN RIDGE/J.C	39.90
			1/03/13	LIGHTS AT HARGRAVES#5	123.38
			1/03/13	LIGHTS AT OLIVIA FARMS	45.94
			1/03/13	LIGHTS AT SUTTERWOODS	296.10
			1/03/13	LIGHTS AT SUTTER HIGHLANDS	246.75
			1/03/13	LIGHTS AT MANN'S RANCH	74.03
			1/03/13	LIGHTS AT HARGRAVES #4	11.75
			1/03/13	LIGHTS AT HARGRAVES #1	23.50
			1/03/13	LIGHTS AT HILLTOP #5	7.91
			1/03/13	LIGHTS AT HARGRAVES #3	35.25
			1/03/13	LIGHTS AT RUSSUEL JOHNSON	26.25
			1/03/13	LIGHTS ALONG SVR	197.40
		DAVE'S ELECTRIC, INC.	12/26/12	MONTGOMERY PARK LIGHTS	26.00
			12/31/12	MAINTENANCE CK ON SIRENS	104.00
		DELTA DENTAL (PAYROLL)	12/14/12	DELTA DENTAL OF KANSAS	13.50
			12/26/12	DELTA DENTAL OF KANSAS	13.50

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT_
			12/14/12	DELTA DENTAL OF KANSAS	102.54
			12/26/12	DELTA DENTAL OF KANSAS	102.54
		DICK EDWARDS FORD	12/24/12	OVERPAYMENT	1.33-
			12/12/12	611 WIRING ASY	52.36
		GEARY COUNTY PUBLIC WORKS	2/03/13	MOTOR POOL-UNLEADED	160.82
			2/03/13	MOTOR POOL-DIESEL	101.48
			2/03/13	FUEL SURCHARGE	3.74
			2/03/13	STREETS-UNLEADED	680.34
			2/03/13	STREETS-DIESEL	4,288.91
			2/03/13	FUEL SURCHARGE	68.12
			2/03/13	CARDS	0.00
			1/02/13	DEC12 TRANSFER STATION FEE	11.13
		KANSAS GAS SERVICE	12/28/12	2324 N JACKSON-NOV 2012	232.57
		ADVANCE LIFE INSURANCE	12/14/12	ADVANCE LIFE INURANCE	87.54
		WESTAR ENERGY	1/03/13	15TH & WASHINGTON-SL-NOV 2	20.64
			1/03/13	2631 OAKWOOD-SIREN-NOV 201	20.84
		KANSAS PUBLIC EMPLOYEES	12/14/12	KPERS #1	109.42
			12/27/12	KPERS #1	116.49
			12/14/12	KPERS #2	1,142.78
			12/27/12	KPERS #2	1,304.78
		KONZA CONST. CO.	12/13/12	ASPHALT-SEVERAL TICKETS	5,281.25
			12/18/12	ASPHALT - 4 TICKETS	794.30
		MATHESON TRI-GAS INC	1/07/13	CYLINDER RENT	13.10-
			12/18/12	WELDING SUPPLIES	100.44
		PCS	12/18/12	SERVICED PRESSURE WASHER	345.59
		NAPA AUTO PARTS OF J.C.	12/10/12	FLATS FOR ALL VEHICLES	7.47
			12/11/12	SILICNE CRT FOR TRAFFIC	23.98
			12/13/12	DRY SWEEP	34.93
			12/15/12	COUPLERS AND PIES	69.96
			12/18/12	COUPLERS	219.90
			12/20/12	#684 BATTERY AND CBL LUG	50.80
			1/02/13	HEATER/AC DOOR FOR #618	42.99
			1/02/13	ANTIFREEZE	52.46
			1/02/13	ANTIFREEZE	0.00
			1/02/13	COUPLING AND AIR BRAKE HOS	54.47
			1/03/13	#681 HYDRAULIC HOSE	80.16
		NEWMAN SIGNS	11/19/12	T-SP012018/2K3A-SPEC. 1 CL	533.58
			12/04/12	NO P SYM AND SPECIAL(1C)	853.24
		CARD CENTER	12/06/12	SIGNWORK-POST, SHEILD	63.73
			12/06/12	CONCRT, NUTS, WASHS, ETC.	91.29
			12/06/12	DRILL	134.99
			12/06/12	SHEILD AND SCREW	90.18
			12/06/12	BOLTS, NUTS, WASHERS	77.61
			12/06/12	BOLTS, NUTS, WASHERS	88.47
			11/30/12	Public Works - Internet -2	24.98
			11/30/12	Public Works - Telephone -	53.11
			12/06/12	PADLOCKS	79.81
			12/06/12	681S,682S,603-CHN, GUNGREA	259.44
			12/06/12	681S,682S,603-CHN, GUNGREA	122.30
			12/06/12	WRAPPING PAPER	6.57
			12/06/12	TOOLS	118.76
			12/06/12	DIESEL	100.00
			12/06/12	ROPE	9.07
			12/06/12	JACK FLGE & RACHET	315.94
			12/06/12	TAPE MEASURE	19.98
			12/17/12	DILLONS FUEL-WICHITA APWA	11.17

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT_
			12/17/12	WATERS-KEY FOR DPW OFFICE	1.99
			12/06/12	60 LB POST FAST SETS	42.32
			12/06/12	620 FUEL PUMP	339.58
			12/06/12	WIRE	20.44
			12/06/12	OFFICE/BREAKROOM	13.60
			12/06/12	OFFICE/BREAKROOM	4.40
		CINTAS #451	12/14/12	SHOP TOWELS	19.80
			12/14/12	MATS	12.10
			12/21/12	SHOP TOWELS	19.80
			12/21/12	MATS	12.10
			12/28/12	SHOP TOWELS	19.80
			12/28/12	MATS	12.10
			1/04/13	SHOP TOWELS	19.80
			1/04/13	MATS	12.09
		SALINA WHOLESALE SUPPLY	12/18/12	METER COUPLINGS	356.21
		UNITED ROTARY BRUSH	1/03/13	SWEEPER BROOMS	1,250.55
			1/03/13	FREIGHT	91.73
		VANCE BROTHERS, INC.	12/01/12	2012 ST MAINTENANCE-MICRO	235,261.05
		VICTOR L PHILLIPS CO	12/17/12	DRAG CHAINS	3,511.20
			12/17/12	12 FT CHAIN	2,194.50
			12/17/12	CHAIN	69.60
			12/17/12	PARTS FREIGHT & HDL	250.00
		WELBORN SALES	11/27/12	GREEN CHANNEL POST	1,228.50
			12/13/12	U CHANNELS	819.00
			1/07/13	12' BLADE	1,126.40
			1/07/13	11' BLADE	2,838.88
			1/07/13	10' BLADE	469.12
		WHITE STAR	12/18/12	#660 INNER & OUTER FILTER	157.42
				TOTAL:	289,934.64
COURT	GENERAL FUND	INTERNAL REVENUE SERVICE	12/14/12	SOCIAL SECURITY WITHHOLDIN	342.12
			12/27/12	SOCIAL SECURITY WITHHOLDIN	347.05
			12/14/12	MEDICARE WITHHOLDING	80.02
			12/27/12	MEDICARE WITHHOLDING	81.17
		COVENTRY HEALTH SYSTEMS	12/14/12	PHS EMPLOYEE	309.26
			12/26/12	PHS EMPLOYEE	309.26
		STAPLES ADVANTAGE	1/02/13	HLDR BUS CRD, ENVLP, POST	35.71
		TYLER TECHNOLOGIES, INC	1/02/13	TRNG, SHERILYN-COURTS & JU	250.00
		STEVEN OPAT	1/02/13	PROSECUTER DUTIES	983.00
		JOSHUA DOUGLASS	1/03/13	PAYMENT EVERY TWO WEEKS	2,500.00
			1/07/13	PAYMENT EVERY TWO WEEKS	2,500.00
		DELTA DENTAL (PAYROLL)	12/14/12	DELTA DENTAL OF KANSAS	43.20
			12/26/12	DELTA DENTAL OF KANSAS	43.20
			12/14/12	DELTA DENTAL OF KANSAS	21.88
			12/26/12	DELTA DENTAL OF KANSAS	21.88
		KEY OFFICE EQUIPMENT	1/02/13	INK, CLIP BOARD, FILE FLDR	60.47
			1/02/13	FILE FLDRS, POWER STRIP	14.95
		ADVANCE LIFE INSURANCE	12/14/12	ADVANCE LIFE INSURANCE	34.58
		KANSAS PUBLIC EMPLOYEES	12/14/12	KPERS #1	402.07
			12/27/12	KPERS #1	408.70
			12/14/12	KPERS #2	88.40
			12/27/12	KPERS #2	80.06
		INCODE	12/21/12	Web - Court Inquiry	100.00
		THE PRINTERY	12/18/12	BUSINESS CARDS/GERVAIS	45.00
		CARD CENTER	11/30/12	Phone Lines - Cox	82.19
		CINTAS #451	1/02/13	3 GRAY MATS	15.99

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT_
			1/02/13	3 GRAY MATS	15.99
			1/02/13	3 GRAY MATS	15.99
		MISC	12/20/12	Bond Refund:12-13470 -01	100.00
		GUY, INA J	12/21/12	Bond Refund:12-01120 -04	279.00
		DAVIS, LEMAR TERRELL	12/21/12	Bond Refund:12-01120 -04	279.00
		PETERSON, JOSHUA ADAM	1/04/13	Bond Refund:TT152988 -01	81.00_
				TOTAL:	9,692.14
JC OPERA HOUSE	GENERAL FUND	INTERNAL REVENUE SERVICE	12/14/12	SOCIAL SECURITY WITHHOLDIN	126.69
			12/27/12	SOCIAL SECURITY WITHHOLDIN	89.99
			12/14/12	MEDICARE WITHHOLDING	29.63
			12/27/12	MEDICARE WITHHOLDING	21.05
		MUNICIPALCMS	12/19/12	New Web Page - Partial	1,500.00
		KANSAS PUBLIC EMPLOYEES	12/14/12	KPERS RETIRED	202.05
			12/27/12	KPERS RETIRED	195.08
		CARD CENTER	11/30/12	Phone Lines - Cox	55.48_
				TOTAL:	2,219.97
RECREATION	GENERAL FUND	INTERNAL REVENUE SERVICE	12/14/12	SOCIAL SECURITY WITHHOLDIN	108.16
			12/27/12	SOCIAL SECURITY WITHHOLDIN	172.62
			12/14/12	MEDICARE WITHHOLDING	25.30
			12/27/12	MEDICARE WITHHOLDING	40.36
		COVENTRY HEALTH SYSTEMS	12/14/12	PHS FAMILY	123.70
			12/26/12	PHS FAMILY	123.70
		VERIZON WIRELESS	12/31/12	210-6980=RECREATION DIRECT	0.00
			12/31/12	307-3067-12TH ST MANAGER	51.64
		TELEPLUS SOLUTIONS	12/15/12	12th Street	7.90
			12/15/12	12th Street Phones	8.70
			12/15/12	12th Street Internet	12.50
		JUANITA SMITH	12/28/12	REFUND OF DEP-ROOM RENTAL	25.00
		DELTA DENTAL (PAYROLL)	12/14/12	DELTA DENTAL OF KANSAS	38.88
			12/26/12	DELTA DENTAL OF KANSAS	38.88
		BOGEN REMODELING	12/31/12	FITNESS CENTER WALL	2,645.00
		SECURITY SOLUTIONS INC	12/10/12	SECURITY SOLUTIONS INC	18.00
		ADVANCE LIFE INSURANCE	12/14/12	ADVANCE LIFE INSURANCE	10.73
		KANSAS PUBLIC EMPLOYEES	12/14/12	KPERS #2	81.40
			12/27/12	KPERS #2	78.06
		MASSCO	12/28/12	FLOOR STIRPPER, PADS, POLY	343.05
		NEX-TECH	12/27/12	RECREATION	0.25
		MARY REID	12/28/12	REFUND OF DEP FOR ROOM REN	25.00
		CARD CENTER	11/30/12	12th St Internet Connectio	99.95
			11/30/12	12th Street Phones	70.09
			12/06/12	TAPE FOR NO DUNKING SIGNS	10.98
			12/07/12	FOOD/STAFF/ALL TREATS DAY	49.93
			12/07/12	THANK YOU NOTES/WALMART	7.97
			12/07/12	ALL TREATS POPCORN/WATERS	113.99
			12/07/12	RETURN OIL POPCORN/WATERS	5.88-
			12/07/12	FRISBEES/ WALMART	36.72
			12/07/12	CLEANING SUPPLIES/WALMART	4.90
			12/07/12	KRPA MEMBERSHIP	70.00
		CINTAS #451	12/14/12	GRAY MAT 12TH ST COMM CENT	31.36
			12/28/12	GRAY MAT AT 12TH ST COMMUN	31.36_
				TOTAL:	4,500.20
NON-DEPARTMENTAL	GRANTS	INTERNAL REVENUE SERVICE	12/14/12	FEDERAL WITHHOLDING	1,230.08
			12/27/12	FEDERAL WITHHOLDING	1,338.93
			12/14/12	SOCIAL SECURITY WITHHOLDIN	206.19

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT_
			12/27/12	SOCIAL SECURITY WITHHOLDIN	191.49
			12/14/12	MEDICARE WITHHOLDING	177.68
			12/27/12	MEDICARE WITHHOLDING	184.80
		ING LIFE INSURANCE & ANNUITY COMPANY	12/14/12	ING	100.00
			12/27/12	ING	100.00
		AMERICAN UNITED LIFE INSURANCE COMPANY	12/14/12	AMERICAN UNITED LIFE	19.02
			12/26/12	AMERICAN UNITED LIFE	19.02
		JUNCTION CITY FIREFIGHTERS AID ASSOCIA	12/14/12	FIREFIGHTERS AID ASSOCIATI	12.50
			12/14/12	FIREFIGHTERS AID ASSOCIATI	12.50
			12/28/12	FIREFIGHTERS AID ASSOCIATI	12.50
		COVENTRY HEALTH SYSTEMS	12/14/12	PHS EMPLOYEE	231.96
			12/26/12	PHS EMPLOYEE	231.96
			12/14/12	PHS EMP/SPOUSE	260.38
			12/26/12	PHS EMP/SPOUSE	260.38
		CITY OF JUNCTION CITY	12/14/12	TELEPHONE REIMBURSEMENT	13.25
			12/26/12	TELEPHONE REIMBURSEMENT	13.25
		DELTA DENTAL (PAYROLL)	12/14/12	DELTA DENTAL OF KANSAS	31.98
			12/26/12	DELTA DENTAL OF KANSAS	31.98
		FIREMEN'S RELIEF ASSOCIATION	12/14/12	FIREMANS RELIEF	12.50
			12/14/12	FIREMANS RELIEF	22.20
			12/28/12	FIREMANS RELIEF	22.20
		JUNCTION CITY FIRE FIGHTERS ASSOCIATIO	12/14/12	I.A.F.F. LOCAL 3309	105.00
			12/28/12	I.A.F.F. LOCAL 3309	105.00
		KANSAS DEPT OF REVENUE	12/14/12	STATE WITHHOLDING	477.71
			12/27/12	STATE WITHHOLDING	510.07
		KANSAS PUBLIC EMPLOYEES	12/14/12	KPERS #1	213.86
			12/27/12	KPERS #1	199.86
			12/14/12	KP&F	531.21
			12/27/12	KP&F	590.15
		POLICE & FIREMEN'S	12/14/12	POLICE & FIRE INSURANCE	115.10
			12/26/12	POLICE & FIRE INSURANCE	115.10
		FLEXIBLE SPENDING ACCOUNT #41807030	12/14/12	FIRST STATE BANK	105.83
			12/27/12	FIRST STATE BANK	105.83
		AMERICAN FAMILY LIFE ASSURANCE COMPANY	12/14/12	AFLAC BEFORE TAX	51.91
			12/26/12	AFLAC BEFORE TAX	51.91
		UNITED WAY OF JUNCTION CITY-GEARY COUN	12/14/12	UNITED WAY	17.00
			12/27/12	UNITED WAY	17.00
				TOTAL:	8,024.29
SELF HELP HOUSING	GRANTS	INTERNAL REVENUE SERVICE	12/14/12	SOCIAL SECURITY WITHHOLDIN	304.39
			12/27/12	SOCIAL SECURITY WITHHOLDIN	282.69
			12/14/12	MEDICARE WITHHOLDING	71.19
			12/27/12	MEDICARE WITHHOLDING	66.11
		COVENTRY HEALTH SYSTEMS	12/14/12	PHS EMPLOYEE	154.63
			12/26/12	PHS EMPLOYEE	154.63
			12/14/12	PHS EMP/SPOUSE	154.63
			12/26/12	PHS EMP/SPOUSE	154.63
		VERIZON WIRELESS	12/28/12	SHH COORDINATOR	32.04
			12/28/12	SHH DIRECTOR	51.64
		EXPERIAN	12/28/12	DEC 2012-CREDIT CHECKS	35.94
		DELTA DENTAL (PAYROLL)	12/14/12	DELTA DENTAL OF KANSAS	43.20
			12/26/12	DELTA DENTAL OF KANSAS	43.20
			12/14/12	DELTA DENTAL OF KANSAS	10.94
			12/26/12	DELTA DENTAL OF KANSAS	10.94
		ADVANCE LIFE INSURANCE	12/14/12	ADVANCE LIFE INUSRANCE	27.98
		KANSAS PUBLIC EMPLOYEES	12/14/12	KPERS #1	445.90

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT_
			12/27/12	KPERS #1	416.71
		CARD CENTER	11/30/12	Phone Lines - Cox	26.92
			12/10/12	KITES- LUNCH W/LITTLE DIXI	22.70_
				TOTAL:	2,511.01
SAFER GRANT-FIRE DEPT	GRANTS	INTERNAL REVENUE SERVICE	12/14/12	MEDICARE WITHHOLDING	106.49
			12/27/12	MEDICARE WITHHOLDING	118.69
		COVENTRY HEALTH SYSTEMS	12/14/12	PHS EMPLOYEE	773.15
			12/26/12	PHS EMPLOYEE	773.15
		DELTA DENTAL (PAYROLL)	12/14/12	DELTA DENTAL OF KANSAS	21.60
			12/26/12	DELTA DENTAL OF KANSAS	21.60
			12/14/12	DELTA DENTAL OF KANSAS	43.76
			12/26/12	DELTA DENTAL OF KANSAS	43.76
		ADVANCE LIFE INSURANCE	12/14/12	ADVANCE LIFE INUSRANCE	45.01
		KANSAS PUBLIC EMPLOYEES	12/14/12	KP&F	1,255.18
			12/27/12	KP&F	1,394.42_
				TOTAL:	4,596.81
NON-DEPARTMENTAL	SPIN CITY	INTERNAL REVENUE SERVICE	12/14/12	FEDERAL WITHHOLDING	377.53
			12/27/12	FEDERAL WITHHOLDING	224.76
			12/14/12	SOCIAL SECURITY WITHHOLDIN	222.31
			12/27/12	SOCIAL SECURITY WITHHOLDIN	158.57
			12/14/12	MEDICARE WITHHOLDING	76.76
			12/27/12	MEDICARE WITHHOLDING	54.74
		CITY OF JUNCTION CITY	12/14/12	TELEPHONE REIMBURSEMENT	13.25
			12/26/12	TELEPHONE REIMBURSEMENT	13.25
		DELTA DENTAL (PAYROLL)	12/14/12	DELTA DENTAL OF KANSAS	10.66
			12/26/12	DELTA DENTAL OF KANSAS	10.66
		KANSAS DEPT OF REVENUE	12/14/12	STATE WITHHOLDING	133.01
			12/27/12	STATE WITHHOLDING	86.17
		KANSAS PUBLIC EMPLOYEES	12/14/12	KPERS #1	44.80
			12/27/12	KPERS #1	44.80
			12/14/12	KPERS #2	0.84
			12/27/12	KPERS #2	0.60_
				TOTAL:	1,472.71
SPIN CITY	SPIN CITY	INTERNAL REVENUE SERVICE	12/14/12	SOCIAL SECURITY WITHHOLDIN	328.17
			12/27/12	SOCIAL SECURITY WITHHOLDIN	234.08
			12/14/12	MEDICARE WITHHOLDING	76.76
			12/27/12	MEDICARE WITHHOLDING	54.74
		CASH-WA DISTRIBUTING	12/27/12	FOOD SUPPLIES	231.28
			12/27/12	PAPER PRODUCTS & CLEANING	229.88
			12/27/12	PAPER PRODUCTS & CLEANING	7.00
			12/27/12	NOT A CREDIT MEMO BILL	11.40
			12/27/12	GLOVES	11.40
			12/27/12	GLOVES	11.40-
		VERIZON WIRELESS	12/31/12	223-1084=SPIN CITY MANAGER	51.64
		TELEPLUS SOLUTIONS	12/15/12	Spin City	11.40
			12/15/12	Internet	8.50
			12/15/12	Spin City Recovery	43.61
		BLUE BELL CREAMERIES, L.P.	1/04/13	ICE CREAM: BLUEBELL	186.36
		DELTA DENTAL (PAYROLL)	12/14/12	DELTA DENTAL OF KANSAS	21.60
			12/26/12	DELTA DENTAL OF KANSAS	21.60
		ADVANCE LIFE INSURANCE	12/14/12	ADVANCE LIFE INUSRANCE	16.50
		KANSAS PUBLIC EMPLOYEES	12/14/12	KPERS #1	93.41
			12/27/12	KPERS #1	93.41

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT_
			12/14/12	KPERS #2	116.68
			12/27/12	KPERS #2	83.40
		NEX-TECH	12/27/12	SPIN CITY	0.04
		SNACK EXPRESS	12/27/12	CHIPS, CHEESE BURGERS, SOD	107.40
			12/27/12	SODA	150.00
			12/27/12	JUMBO CHEESEBURGERS	42.00
			1/04/13	SODA & BURGERS -SNACKEXPRE	194.00
		RC SPORTS INC	12/27/12	JUNIOR SKATES	3,240.00
			12/27/12	ADULT SKATES	6,650.00
			12/27/12	FREIGHT	106.00
		CARD CENTER	11/30/12	Spin City - Cable	96.00
			11/30/12	Spin City - Internet	47.95
			11/30/12	Spin City - Telephone	93.17
			12/11/12	WALMART-MILK,BUTTER	5.76
			12/11/12	WALMART-MOVIE,TAPE	30.50
			12/11/12	WALMART-LIQUID SOAP	1.96
			12/11/12	KS RECREATION-MEMBERSHIP	400.00
			12/11/12	WALMART-DOUGHNUTS,PIZZA	139.87
			12/11/12	WALMART-CANDLES,JUICE,FLAT	15.64
			12/11/12	PIZZA HUT-PIZZA	30.00
			12/11/12	WALMART-ICE CREAM,CHILL	51.76
			12/11/12	TRUE VALUE-STEP STOOL	47.99
			12/11/12	WALMART-AIRFRESH,OFC. SUPP	86.30
		THE STUFF SHOP	12/27/12	REDEMPTION	657.18
		WIZARD'S ELECTRONIC SVC	12/27/12	HARDWARE INSTALL	161.00
				TOTAL:	14,275.94
INDUSTRIAL REVENUE BON BOND & INTEREST		EMPRISE BANK	12/21/12	CAPGEMEMINI IRB	30,146.07
				TOTAL:	30,146.07
BOND & INTEREST	BOND & INTEREST	LANDMARK NATIONAL BANK	1/07/13	JAN 2013-LOAN PAYMENT	8,717.87
				TOTAL:	8,717.87
NON-DEPARTMENTAL	WATER & SEWER FUND	FAMILY SUPPORT PAYMENT CENTER (MISSOURI	12/14/12	MACSS #41061331/ CV103-753	154.85
			12/27/12	MACSS #41061331/ CV103-753	154.85
		INTERNAL REVENUE SERVICE	12/14/12	FEDERAL WITHHOLDING	2,853.46
			12/14/12	FEDERAL WITHHOLDING	10.00
			12/27/12	FEDERAL WITHHOLDING	3,467.55
			12/14/12	SOCIAL SECURITY WITHHOLDIN	1,329.15
			12/14/12	SOCIAL SECURITY WITHHOLDIN	3.72
			12/27/12	SOCIAL SECURITY WITHHOLDIN	1,531.58
			12/14/12	MEDICARE WITHHOLDING	458.89
			12/14/12	MEDICARE WITHHOLDING	1.28
			12/27/12	MEDICARE WITHHOLDING	528.77
		ING LIFE INSURANCE & ANNUITY COMPANY	12/14/12	ING	400.57
			12/27/12	ING	400.57
		AMERICAN UNITED LIFE INSURANCE COMPANY	12/14/12	AMERICAN UNITED LIFE	63.27
			12/26/12	AMERICAN UNITED LIFE	63.27
		COVENTRY HEALTH SYSTEMS	12/14/12	PHS EMPLOYEE	457.53
			12/26/12	PHS EMPLOYEE	457.53
			12/14/12	PHS EMP/SPOUSE	318.96
			12/26/12	PHS EMP/SPOUSE	318.96
			12/14/12	PHS FAMILY	373.49
			12/26/12	PHS FAMILY	373.49
		CONTINENTAL AMERICAN INSURANCE COMPANY	12/14/12	CAIC	6.68
			12/26/12	CAIC	6.68

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT_
		CITY OF JUNCTION CITY	12/14/12	CITY OF JUNCTION CITY (G-F	25.00
			12/26/12	CITY OF JUNCTION CITY (G-F	13.25
			12/14/12	TELEPHONE REIMBURSEMENT	7.22
			12/26/12	TELEPHONE REIMBURSEMENT	7.22
			12/14/12	TELEPHONE REIMBURSEMENT	53.28
			12/26/12	TELEPHONE REIMBURSEMENT	53.28
		KANSAS PAYMENT CENTER	12/14/12	GARNISHMENT	120.00
			12/27/12	GARNISHMENT	120.00
			12/14/12	KANSAS PAYMENT CENTER	149.51
			12/27/12	KANSAS PAYMENT CENTER	149.51
		MICHIGAN STATE DISBURSEMENT UNIT	12/14/12	GARNISHMENT-912507765	149.76
			12/27/12	GARNISHMENT-912507765	149.76
		DELTA DENTAL (PAYROLL)	12/14/12	DELTA DENTAL OF KANSAS	121.99
			12/26/12	DELTA DENTAL OF KANSAS	121.99
		KANSAS DEPT OF REVENUE	12/14/12	STATE WITHHOLDING	1,289.50
			12/14/12	STATE WITHHOLDING	10.00
			12/27/12	STATE WITHHOLDING	1,537.01
		KANSAS PUBLIC EMPLOYEES	12/14/12	KPERS #1	446.96
			12/27/12	KPERS #1	474.78
			12/14/12	KPERS #2	1,303.52
			12/14/12	KPERS #2	5.32
			12/27/12	KPERS #2	1,424.51
		FLEXIBLE SPENDING ACCOUNT #41807030	12/14/12	FIRST STATE BANK	218.73
			12/27/12	FIRST STATE BANK	218.73
		PRE-PAID LEGAL SERVICES,	12/14/12	PREPAID LEGAL	62.77
		AMERICAN FAMILY LIFE ASSURANCE COMPANY	12/14/12	AFLAC	41.77
			12/26/12	AFLAC	41.77
			12/14/12	AFLAC BEFORE TAX	190.44
			12/26/12	AFLAC BEFORE TAX	190.44
		UNITED WAY OF JUNCTION CITY-GEARY COUN	12/14/12	UNITED WAY	24.00
			12/27/12	UNITED WAY	24.00_
				TOTAL:	22,481.12
WATER DISTRIBUTION	WATER & SEWER FUND	INTERNAL REVENUE SERVICE	12/14/12	SOCIAL SECURITY WITHHOLDIN	458.07
			12/14/12	SOCIAL SECURITY WITHHOLDIN	2.74
			12/27/12	SOCIAL SECURITY WITHHOLDIN	558.27
			12/14/12	MEDICARE WITHHOLDING	107.14
			12/14/12	MEDICARE WITHHOLDING	0.64
			12/27/12	MEDICARE WITHHOLDING	130.57
		COVENTRY HEALTH SYSTEMS	12/14/12	PHS EMPLOYEE	647.57
			12/26/12	PHS EMPLOYEE	647.59
			12/14/12	PHS EMP/SPOUSE	28.92
			12/26/12	PHS EMP/SPOUSE	28.92
		VERIZON WIRELESS	12/28/12	ROGERS-223-1337	25.68
			12/28/12	PARKS-761-5237	25.68
			12/28/12	HAYHURST-761-5283	25.76
			12/28/12	SPARE-761-5293	25.68
		CENTURY UNITED COMPANIES, INC	12/17/12	Copier - PW	10.50
			12/24/12	Copier - PW	7.00
			12/24/12	Copier - PW Overage Charge	0.87
		CARTEGRAPH SYSTEMS, INC.	11/30/12	YourGov Imp. Ser 25%	700.00
		VANDERBILTS	12/18/12	50% BACK ON BOOTS	65.00-
			12/19/12	ROD WILLIAMS - BT3	85.01
		KANSAS ONE CALL CONCEPTS	12/31/12	DEC2012 LOCATES - 143	200.20
		RODNEY WILLIAMS	12/19/12	RODNEY WILLIAMS	60.00
		DAVE'S ELECTRIC, INC.	12/31/12	WORK ON GENERATOR	234.00

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT_
			12/18/12	ASH ST WATER TOWER GENERAT	39.00
			12/18/12	SPRUCE ST WATER TWR GENERA	26.00
		DELTA DENTAL (PAYROLL)	12/14/12	DELTA DENTAL OF KANSAS	68.84
			12/26/12	DELTA DENTAL OF KANSAS	68.84
			12/14/12	DELTA DENTAL OF KANSAS	23.95
			12/26/12	DELTA DENTAL OF KANSAS	23.95
		GEARY COUNTY PUBLIC WORKS	2/03/13	WTR DISTRIBUTION-UNLEADED	276.76
			2/03/13	WTR DISTRIBUTION-DIESEL	339.11
			2/03/13	FUEL SURCHARGE	8.67
			2/03/13	CARD	0.00
		HD SUPPLY WATERWORKS, LTD	12/12/12	HOUSING - 100 PIECES	9,225.00
		KANSAS GAS SERVICE	12/28/12	2324 N JACKSON-NOV 2012	232.57
		ADVANCE LIFE INSURANCE	12/14/12	ADVANCE LIFE INUSRANCE	48.17
		KANSAS PUBLIC EMPLOYEES	12/14/12	KPERS #1	58.90
			12/27/12	KPERS #1	74.99
			12/14/12	KPERS #2	616.12
			12/14/12	KPERS #2	3.69
			12/27/12	KPERS #2	696.94
		CARD CENTER	11/30/12	Public Works - Internet 25	24.98
			11/30/12	Public Works - Telephone -	53.11
			12/17/12	DILLONS FUEL-WICHITA APWA	11.17
			12/06/12	TAPE AND HAND SANI	16.85
			12/06/12	OFFICE/BREAKROOM	13.60
			12/06/12	OFFICE/BREAKROOM	4.40
		CINTAS #451	12/14/12	MATS	12.10
			12/21/12	MATS	12.10
			12/28/12	MATS	12.10
			1/04/13	MATS	12.10
		SALINA WHOLESALE SUPPLY	12/14/12	DBL STRAP SDLS & MTR BOX	2,133.25_
				TOTAL:	18,083.07
WATER PLANT	WATER & SEWER FUND	DAVE'S ELECTRIC, INC.	12/31/12	EMERGENCY LIGHTING	156.00
			11/30/12	WORK ON GENERATOR	260.00_
				TOTAL:	416.00
WATER ADMINISTRATION	WATER & SEWER FUND	INTERNAL REVENUE SERVICE	12/14/12	SOCIAL SECURITY WITHHOLDIN	602.79
			12/27/12	SOCIAL SECURITY WITHHOLDIN	674.31
			12/14/12	MEDICARE WITHHOLDING	140.97
			12/27/12	MEDICARE WITHHOLDING	157.70
		COVENTRY HEALTH SYSTEMS	12/14/12	PHS EMPLOYEE	445.34
			12/26/12	PHS EMPLOYEE	445.34
			12/14/12	PHS EMP/SPOUSE	54.12
			12/26/12	PHS EMP/SPOUSE	54.12
			12/14/12	PHS FAMILY	54.12
			12/26/12	PHS FAMILY	54.12
		VERIZON WIRELESS	12/28/12	209-1393=METER READER	32.04
			12/28/12	210-6618=METER READER	32.04
			12/28/12	223-1358=CITY TREASURER	51.64
			12/28/12	307-8209=IPAD, Meter Reade	40.01
			12/28/12	307-8254=IPAD, Meter Reade	40.01
		STAPLES ADVANTAGE	12/13/12	LASER TONER FOR CSCOLOR	827.60
		DELTA DENTAL (PAYROLL)	12/14/12	DELTA DENTAL OF KANSAS	57.46
			12/26/12	DELTA DENTAL OF KANSAS	57.46
			12/14/12	DELTA DENTAL OF KANSAS	29.86
			12/26/12	DELTA DENTAL OF KANSAS	29.88
		GEARY COUNTY PUBLIC WORK	12/28/12	WATER-UNLEADED	421.94

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT_
			12/28/12	WATER-SURCHARGE 124.10GAL@	6.21
		ADVANCE LIFE INSURANCE	12/14/12	ADVANCE LIFE INUSRANCE	51.45
		KANSAS PUBLIC EMPLOYEES	12/14/12	KPERS #1	373.06
			12/27/12	KPERS #1	383.96
			12/14/12	KPERS #2	499.73
			12/27/12	KPERS #2	552.82
		INCODE	1/01/13	Utility CIS System - US (3	2,265.10
			1/01/13	Handheld reader Interfac(5	362.34
			12/21/12	Web - Utilities Inquiry -	106.68
		POSTMASTER	1/04/13	JAN 2013-POSTAGE MACHINE	2,500.00
		CARD CENTER	11/30/12	Phone Lines - Cox	129.86
			11/30/12	WUPD - Internet Connection	99.95
			12/10/12	KEY OFFICE-BATTERY,INK	27.97
			12/10/12	KEY OFFICE-BINDER,FILE FOL	68.45
			12/10/12	WATER TRUE VALUE-PAINT	15.36
		CINTAS #451	12/28/12	SCRAPER/BROWN MAT	29.47
			12/28/12	UNIFORMS-LANGDON, KENNY	10.23
			12/28/12	SCRAPER/BROWN MAT	47.30
			12/28/12	UNIFORMS-LANGDON, KENNY	10.23
			1/04/13	SCRAPER/BROWN MAT	29.47
			1/04/13	UNIFORMS-LANGDON, KENNY	10.23
		XEROX CORPORATION	1/01/13	Water Dept Copier	177.39
			1/01/13	Copier Excess Print Fees	28.12
				TOTAL:	12,088.25
SEWER DISTRIBUTION	WATER & SEWER FUND	INTERNAL REVENUE SERVICE	12/14/12	SOCIAL SECURITY WITHHOLDIN	345.17
			12/14/12	SOCIAL SECURITY WITHHOLDIN	2.75
			12/27/12	SOCIAL SECURITY WITHHOLDIN	409.16
			12/14/12	MEDICARE WITHHOLDING	80.72
			12/14/12	MEDICARE WITHHOLDING	0.64
			12/27/12	MEDICARE WITHHOLDING	95.72
		COVENTRY HEALTH SYSTEMS	12/14/12	PHS EMPLOYEE	338.18
			12/26/12	PHS EMPLOYEE	338.16
			12/14/12	PHS EMP/SPOUSE	29.07
			12/26/12	PHS EMP/SPOUSE	29.07
		VERIZON WIRELESS	12/28/12	MARSTON-761-5354	25.68
		CENTURY UNITED COMPANIES, INC	12/17/12	Copier - PW	10.50
			12/24/12	Copier - PW	7.00
			12/24/12	Copier - PW Overage Charge	0.87
		CARTEGRAPH SYSTEMS, INC.	11/30/12	YourGov Imp. Ser 25%	700.00
		CHRIS HAYHURST	12/17/12	CHRIS HAYHURST	38.15
		KEY EQUIPMENT	1/01/13	1" WARTHOG	1,650.00
			1/01/13	1" TRACTION NOZZLE	832.00
			1/01/13	1" TORPEDO NOZZLE	676.00
		DAVE'S ELECTRIC, INC.	12/18/12	ASH ST WATER TOWER GENERAT	39.00
			12/18/12	SPRUCE ST WATER TWR GENERA	26.00
		DELTA DENTAL (PAYROLL)	12/14/12	DELTA DENTAL OF KANSAS	47.26
			12/26/12	DELTA DENTAL OF KANSAS	47.26
			12/14/12	DELTA DENTAL OF KANSAS	13.00
			12/26/12	DELTA DENTAL OF KANSAS	13.00
		GEARY COUNTY PUBLIC WORKS	2/03/13	SEWER MAINT-UNLEADED	274.04
			2/03/13	SEWER-MAINT-DIESEL	1,225.09
			2/03/13	FUEL SURCHARGE	20.63
			2/03/13	CARD	0.00
		KANSAS GAS SERVICE	12/28/12	2324 N JACKSON-NOV 2012	232.57
		ADVANCE LIFE INSURANCE	12/14/12	ADVANCE LIFE INUSRANCE	29.64

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT_
		WESTAR ENERGY	1/03/13	1001 GOLDENBELT LIFT-NOV 1	50.74
			12/28/12	HIGHLAND LIFT PUMP-DEC 201	136.40
			12/28/12	MOBILE TRAVELER-NOV 2012	107.97
		KANSAS PUBLIC EMPLOYEES	12/14/12	KPERS #1	58.91
			12/27/12	KPERS #1	74.99
			12/14/12	KPERS #2	420.27
			12/14/12	KPERS #2	3.70
			12/27/12	KPERS #2	451.53
		NAPA AUTO PARTS OF J.C.	12/13/12	HOSE CLAMP FOR 918	19.23
			1/03/13	#918 HYDRAULIC FILTER	16.08
		CARD CENTER	11/30/12	Public Works - Internet 25	24.99
			11/30/12	Public Works - Telephone -	53.11
			12/06/12	KIT FOR 921	516.51
			12/06/12	OFFICE/BREAKROOM	13.60
			12/06/12	OFFICE/BREAKROOM	4.40
		CINTAS #451	12/14/12	MATS	12.10
			12/21/12	MATS	12.10
			12/28/12	MATS	12.10
			1/04/13	MATS	12.10
		SALINA WHOLESALE SUPPLY	12/13/12	BLUE UTILITY MARKING - 15	217.05_
				TOTAL:	9,794.21
SEWER ADMINISTRATION	WATER & SEWER FUND	INTERNAL REVENUE SERVICE	12/14/12	SOCIAL SECURITY WITHHOLDIN	556.07
			12/27/12	SOCIAL SECURITY WITHHOLDIN	619.14
			12/14/12	MEDICARE WITHHOLDING	130.07
			12/27/12	MEDICARE WITHHOLDING	144.82
		COVENTRY HEALTH SYSTEMS	12/14/12	PHS EMPLOYEE	398.96
			12/26/12	PHS EMPLOYEE	398.96
			12/14/12	PHS EMP/SPOUSE	77.32
			12/26/12	PHS EMP/SPOUSE	77.32
			12/14/12	PHS FAMILY	77.32
			12/26/12	PHS FAMILY	77.32
		DELTA DENTAL (PAYROLL)	12/14/12	DELTA DENTAL OF KANSAS	73.66
			12/26/12	DELTA DENTAL OF KANSAS	73.66
			12/14/12	DELTA DENTAL OF KANSAS	25.49
			12/26/12	DELTA DENTAL OF KANSAS	25.47
		ADVANCE LIFE INSURANCE	12/14/12	ADVANCE LIFE INSURANCE	54.13
		KANSAS PUBLIC EMPLOYEES	12/14/12	KPERS #1	441.03
			12/27/12	KPERS #1	455.97
			12/14/12	KPERS #2	376.95
			12/27/12	KPERS #2	410.63
		INCODE	1/01/13	Utility CIS System - US (3	2,265.08
			1/01/13	Handheld reader Interfac(5	362.34
			12/21/12	Web - Utilities Inquiry -	106.66
		POSTMASTER	1/04/13	JAN 2013-POSTAGE MACHINE	2,500.00_
				TOTAL:	9,728.37
WASTEWATER PLANTS	WATER & SEWER FUND	OLSSON ASSOCIATES	11/19/12	SWWWTP FEASIBILITY STUDY	3,797.50
			12/21/12	SWWWTP NUTRIENT FEASIBILIT	5,696.25
		DS&O RURAL ELECTRIC	1/03/13	SEWER LIFT	76.76
			1/03/13	BROOKEBEND LIFT STATION	207.07
			1/03/13	LIFT STATION- HILLTOP #5	207.07
			1/03/13	2542/2548 JAGER DR SWR LIF	118.74
			1/03/13	2326/2321 OSPREY SWR LIFT	110.39
			1/03/13	2515 WILMA-OLIVIA FARMS-LI	174.73_
				TOTAL:	10,388.51

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT_		
NON-DEPARTMENTAL	STORM WATER	LOYAL AMERICAN LIFE INSURANCE COMPANY	12/14/12	CANCER PLAN	8.53		
			12/26/12	CANCER PLAN	8.53		
		INTERNAL REVENUE SERVICE	12/14/12	FEDERAL WITHHOLDING	182.38		
			12/27/12	FEDERAL WITHHOLDING	222.66		
			12/14/12	SOCIAL SECURITY WITHHOLDIN	63.10		
			12/27/12	SOCIAL SECURITY WITHHOLDIN	84.84		
			12/14/12	MEDICARE WITHHOLDING	21.79		
			12/27/12	MEDICARE WITHHOLDING	29.30		
		AMERICAN UNITED LIFE INSURANCE COMPANY	12/14/12	AMERICAN UNITED LIFE	8.33		
			12/26/12	AMERICAN UNITED LIFE	8.33		
		COVENTRY HEALTH SYSTEMS	12/14/12	PHS EMPLOYEE	29.00		
			12/26/12	PHS EMPLOYEE	29.00		
		CITY OF JUNCTION CITY	12/14/12	CITY OF JUNCTION CITY (G-F	2.50		
			12/26/12	CITY OF JUNCTION CITY (G-F	1.25		
			12/14/12	TELEPHONE REIMBURSEMENT	6.63		
			12/26/12	TELEPHONE REIMBURSEMENT	6.63		
		MICHIGAN STATE DISBURSEMENT UNIT	12/14/12	GARNISHMENT-912507765	74.89		
			12/27/12	GARNISHMENT-912507765	74.89		
		DELTA DENTAL (PAYROLL)	12/14/12	DELTA DENTAL OF KANSAS	8.00		
			12/26/12	DELTA DENTAL OF KANSAS	8.00		
		KANSAS DEPT OF REVENUE	12/14/12	STATE WITHHOLDING	67.93		
			12/27/12	STATE WITHHOLDING	87.92		
		KANSAS PUBLIC EMPLOYEES	12/14/12	KPERS #1	28.61		
			12/27/12	KPERS #1	28.61		
			12/14/12	KPERS #2	51.26		
			12/27/12	KPERS #2	80.81		
		FLEXIBLE SPENDING ACCOUNT #41807030	12/14/12	FIRST STATE BANK	5.21		
			12/27/12	FIRST STATE BANK	5.21		
		UNITED WAY OF JUNCTION CITY-GEARY COUN	12/14/12	UNITED WAY	1.25		
			12/27/12	UNITED WAY	1.25_		
		TOTAL:					1,236.64
		STORM WATER MANAGEMENT	STORM WATER	INTERNAL REVENUE SERVICE	12/14/12	SOCIAL SECURITY WITHHOLDIN	93.13
					12/27/12	SOCIAL SECURITY WITHHOLDIN	125.24
					12/14/12	MEDICARE WITHHOLDING	21.78
					12/27/12	MEDICARE WITHHOLDING	29.28
				COVENTRY HEALTH SYSTEMS	12/14/12	PHS EMPLOYEE	115.96
					12/26/12	PHS EMPLOYEE	115.97
				DELTA DENTAL (PAYROLL)	12/14/12	DELTA DENTAL OF KANSAS	16.20
					12/26/12	DELTA DENTAL OF KANSAS	16.20
				ADVANCE LIFE INSURANCE	12/14/12	ADVANCE LIFE INUSRANCE	7.07
KANSAS PUBLIC EMPLOYEES	12/14/12			KPERS #1	59.65		
	12/27/12			KPERS #1	59.65		
	12/14/12			KPERS #2	71.25		
	12/27/12			KPERS #2	112.32_		
TOTAL:					843.70		
NON-DEPARTMENTAL	SANITATION FUND			INTERNAL REVENUE SERVICE	12/14/12	FEDERAL WITHHOLDING	1,049.64
					12/27/12	FEDERAL WITHHOLDING	1,259.89
		INTERNAL REVENUE SERVICE	12/14/12	SOCIAL SECURITY WITHHOLDIN	407.81		
			12/27/12	SOCIAL SECURITY WITHHOLDIN	466.25		
			12/14/12	MEDICARE WITHHOLDING	140.78		
			12/27/12	MEDICARE WITHHOLDING	160.96		
		ING LIFE INSURANCE & ANNUITY COMPANY	12/14/12	ING	105.09		
			12/27/12	ING	105.09		
		AMERICAN UNITED LIFE INS	12/14/12	AMERICAN UNITED LIFE	18.87		

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT_
			12/26/12	AMERICAN UNITED LIFE	18.87
		COVENTRY HEALTH SYSTEMS	12/14/12	PHS EMPLOYEE	143.05
			12/26/12	PHS EMPLOYEE	143.05
			12/14/12	PHS EMP/SPOUSE	364.54
			12/26/12	PHS EMP/SPOUSE	364.54
			12/14/12	PHS FAMILY	65.91
			12/26/12	PHS FAMILY	65.91
		CITY OF JUNCTION CITY	12/14/12	CITY OF JUNCTION CITY (G-F	1.50
			12/26/12	CITY OF JUNCTION CITY (G-F	0.75
			12/14/12	TELEPHONE REIMBURSEMENT	1.28
			12/26/12	TELEPHONE REIMBURSEMENT	1.28
			12/14/12	TELEPHONE REIMBURSEMENT	1.99
			12/26/12	TELEPHONE REIMBURSEMENT	1.99
		KANSAS PAYMENT CENTER	12/14/12	KANSAS PAYMENT CENTER	26.39
			12/27/12	KANSAS PAYMENT CENTER	26.39
		DELTA DENTAL (PAYROLL)	12/14/12	DELTA DENTAL OF KANSAS	31.99
			12/26/12	DELTA DENTAL OF KANSAS	31.99
		KANSAS DEPT OF REVENUE	12/14/12	STATE WITHHOLDING	429.77
			12/27/12	STATE WITHHOLDING	512.24
		KANSAS PUBLIC EMPLOYEES	12/14/12	KPERS #1	52.78
			12/27/12	KPERS #1	54.73
			12/14/12	KPERS #2	488.70
			12/27/12	KPERS #2	546.90
		FLEXIBLE SPENDING ACCOUNT #41807030	12/14/12	FIRST STATE BANK	23.12
			12/27/12	FIRST STATE BANK	23.12
		PRE-PAID LEGAL SERVICES,	12/14/12	PREPAID LEGAL	5.98
		AMERICAN FAMILY LIFE ASSURANCE COMPANY	12/14/12	AFLAC	24.03
			12/26/12	AFLAC	24.03
			12/14/12	AFLAC BEFORE TAX	9.42
			12/26/12	AFLAC BEFORE TAX	9.42
		UNITED WAY OF JUNCTION CITY-GEARY COUN	12/14/12	UNITED WAY	3.85
			12/27/12	UNITED WAY	3.85_
				TOTAL:	7,217.74
SANITATION PICKUP	SANITATION FUND	INTERNAL REVENUE SERVICE	12/14/12	SOCIAL SECURITY WITHHOLDIN	492.95
			12/27/12	SOCIAL SECURITY WITHHOLDIN	572.06
			12/14/12	MEDICARE WITHHOLDING	115.28
			12/27/12	MEDICARE WITHHOLDING	133.78
		COVENTRY HEALTH SYSTEMS	12/14/12	PHS EMPLOYEE	502.54
			12/26/12	PHS EMPLOYEE	502.55
			12/14/12	PHS EMP/SPOUSE	193.28
			12/26/12	PHS EMP/SPOUSE	193.28
		VERIZON WIRELESS	12/28/12	IMHAUSEN-223-1758	28.72
			12/28/12	MANN-223-1759	25.68
			12/28/12	SPARE-223-2022	25.68
			12/28/12	WARD-761-5094	25.68
			12/28/12	GRETTY-761-5310	26.80
			12/28/12	SPARE-761-5373	25.68
		CENTURY UNITED COMPANIES, INC	12/17/12	Copier - PW	10.50
			12/24/12	Copier - PW	7.00
			12/24/12	Copier - PW Overage Charge	0.88
		CARTEGRAPH SYSTEMS, INC.	11/30/12	YourGov Imp. Ser 25%	700.00
		DELTA DENTAL (PAYROLL)	12/14/12	DELTA DENTAL OF KANSAS	48.60
			12/26/12	DELTA DENTAL OF KANSAS	48.60
			12/14/12	DELTA DENTAL OF KANSAS	24.61
			12/26/12	DELTA DENTAL OF KANSAS	24.61

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT_
		GEARY COUNTY PUBLIC WORKS	2/03/13	SANITATION-UNLEADED	111.52
			2/03/13	SANITATION-DIESEL	4,121.77
			2/03/13	FUEL CHARGE	57.49
			2/03/13	CARDS	0.00
			1/02/13	DEC12 TRANSFER STATION FEE	23,371.71
		GINDER HYDRAULIC	1/04/13	CYLINDER REBUILD FOR SANI	375.51
			1/04/13	CYLINDER REBUILDS FOR SANI	375.51
			1/04/13	CYLINDER REBUILDS FOR SANI	355.84
		KANSAS GAS SERVICE	12/28/12	2324 N JACKSON-NOV 2012	232.59
		ADVANCE LIFE INSURANCE	12/14/12	ADVANCE LIFE INUSRANCE	47.47
		KANSAS PUBLIC EMPLOYEES	12/14/12	KPERS #2	627.26
			12/27/12	KPERS #2	710.68
		NAPA AUTO PARTS OF J.C.	1/02/13	585 BATTERIES	117.00
		CARD CENTER	11/30/12	Public Works - Internet 25	24.99
			11/30/12	Public Works - Telephone -	53.11
			12/06/12	O RINGS FOR 585	1.10
			12/06/12	OFFICE/BREAKROOM	13.59
			12/06/12	OFFICE/BREAKROOM	4.41
		CINTAS #451	12/14/12	MATS	12.09
			12/21/12	MATS	12.09
			12/28/12	MATS	12.09
			1/04/13	MATS	12.10
				TOTAL:	34,378.68
SANITATION ADMINISTRAT	SANITATION FUND	INTERNAL REVENUE SERVICE	12/14/12	SOCIAL SECURITY WITHHOLDIN	108.99
			12/27/12	SOCIAL SECURITY WITHHOLDIN	116.23
			12/14/12	MEDICARE WITHHOLDING	25.47
			12/27/12	MEDICARE WITHHOLDING	27.16
		COVENTRY HEALTH SYSTEMS	12/14/12	PHS EMPLOYEE	69.57
			12/26/12	PHS EMPLOYEE	69.57
			12/14/12	PHS EMP/SPOUSE	23.19
			12/26/12	PHS EMP/SPOUSE	23.19
			12/14/12	PHS FAMILY	23.19
			12/26/12	PHS FAMILY	23.19
		DELTA DENTAL (PAYROLL)	12/14/12	DELTA DENTAL OF KANSAS	16.20
			12/26/12	DELTA DENTAL OF KANSAS	16.20
			12/14/12	DELTA DENTAL OF KANSAS	4.92
			12/26/12	DELTA DENTAL OF KANSAS	4.92
		ADVANCE LIFE INSURANCE	12/14/12	ADVANCE LIFE INUSRANCE	11.52
		KANSAS PUBLIC EMPLOYEES	12/14/12	KPERS #1	110.04
			12/27/12	KPERS #1	114.10
			12/14/12	KPERS #2	52.02
			12/27/12	KPERS #2	49.52
		INCODE	1/01/13	Utility CIS System (33%)	2,265.08
			12/21/12	Web - Utilities Inquiry -	106.66
				TOTAL:	3,260.93
FIRE EQUIPMENT RESERVE	FIRE EQUIPMENT RES	DANKO EMERGENCY EQUIPMENT CO.	12/05/12	BUNKER GEAR SETS	9,740.00
			12/20/12	FIRE BOOTS, 1 PAIR	259.99
				TOTAL:	9,999.99
EMPLOYEE BENEFITS	EMPLOYEE BENEFITS	DELTA DENTAL (PREMIUMS)	12/31/12	DEC 2012 PREMIUMS	1,467.68
				TOTAL:	1,467.68
SUNDOWN SALUTE	SUNDOWN SALUTE	SUNDOWN SALUTE INC	12/28/12	DEC 2012-WATER BILL DONATI	459.00
				TOTAL:	459.00

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT_			
NON-DEPARTMENTAL	DRUG & ALCOHOL ABU	INTERNAL REVENUE SERVICE	12/14/12	FEDERAL WITHHOLDING	305.03			
			12/27/12	FEDERAL WITHHOLDING	351.53			
			12/14/12	MEDICARE WITHHOLDING	29.88			
			12/27/12	MEDICARE WITHHOLDING	32.78			
			COVENTRY HEALTH SYSTEMS	12/14/12	PHS EMPLOYEE	38.66		
			12/26/12	PHS EMPLOYEE	38.66			
			JUNCTION CITY POLICE	12/14/12	JCPOA	20.00		
			12/28/12	JCPOA	20.00			
			KANSAS DEPT OF REVENUE	12/14/12	STATE WITHHOLDING	112.29		
			12/27/12	STATE WITHHOLDING	125.19			
			KANSAS PUBLIC EMPLOYEES	12/14/12	KP&F	146.94		
			12/27/12	KP&F	160.94			
							TOTAL:	1,381.90
			DRUG & ALCOHOL ABUSE	DRUG & ALCOHOL ABU	INTERNAL REVENUE SERVICE	12/14/12	MEDICARE WITHHOLDING	29.88
						12/27/12	MEDICARE WITHHOLDING	32.78
COVENTRY HEALTH SYSTEMS	12/14/12	PHS EMPLOYEE				154.63		
12/26/12	PHS EMPLOYEE	154.63						
DELTA DENTAL (PAYROLL)	12/14/12	DELTA DENTAL OF KANSAS				10.94		
12/26/12	DELTA DENTAL OF KANSAS	10.94						
ADVANCE LIFE INSURANCE	12/14/12	ADVANCE LIFE INUSRANCE				10.20		
KANSAS PUBLIC EMPLOYEES	12/14/12	KP&F				347.21		
12/27/12	KP&F	380.29						
						TOTAL:	1,131.50	
NON-DEPARTMENTAL	SPECIAL LE TRUST F	INTERNAL REVENUE SERVICE				12/14/12	FEDERAL WITHHOLDING	33.46
			12/27/12	FEDERAL WITHHOLDING	33.46			
			12/14/12	SOCIAL SECURITY WITHHOLDIN	21.56			
			12/27/12	SOCIAL SECURITY WITHHOLDIN	21.56			
			12/14/12	MEDICARE WITHHOLDING	7.44			
			12/27/12	MEDICARE WITHHOLDING	7.44			
			ING LIFE INSURANCE & ANNUITY COMPANY	12/14/12	ING	25.00		
			12/27/12	ING	25.00			
			COVENTRY HEALTH SYSTEMS	12/14/12	PHS EMPLOYEE	19.33		
			12/26/12	PHS EMPLOYEE	19.33			
			DELTA DENTAL (PAYROLL)	12/14/12	DELTA DENTAL OF KANSAS	5.33		
			12/26/12	DELTA DENTAL OF KANSAS	5.33			
			KANSAS DEPT OF REVENUE	12/14/12	STATE WITHHOLDING	13.57		
			12/27/12	STATE WITHHOLDING	13.57			
			KANSAS PUBLIC EMPLOYEES	12/14/12	KPERS #1	21.85		
			12/27/12	KPERS #1	21.85			
			FLEXIBLE SPENDING ACCOUNT #41807030	12/14/12	FIRST STATE BANK	8.34		
			12/27/12	FIRST STATE BANK	8.34			
							TOTAL:	311.76
			SPECIAL LAW ENFORCEMEN	SPECIAL LE TRUST F	INTERNAL REVENUE SERVICE	12/14/12	SOCIAL SECURITY WITHHOLDIN	31.82
12/27/12	SOCIAL SECURITY WITHHOLDIN	31.82						
12/14/12	MEDICARE WITHHOLDING	7.44						
12/27/12	MEDICARE WITHHOLDING	7.44						
COVENTRY HEALTH SYSTEMS	12/14/12	PHS EMPLOYEE				77.32		
12/26/12	PHS EMPLOYEE	77.32						
VERIZON WIRELESS	12/29/12	2848206289 DTF PHONE SERVI				44.16		
12/29/12	DTF CELL DECEMBER 2012	185.50						
CENTURY LINK	12/27/12	M121802496 DTF PHONE SERVI				38.31		
BVAC	12/29/12	.223 55 GR FMJ				1,175.00		
12/29/12	5.56,75 GR TACTICAL	716.64						

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT_
			12/29/12	INV-02036 223 AMMUNITION	940.00
		CATHEY FAHEY	12/29/12	DECEMBER 2012 MILEAGE	19.43
		CARR CONSTRUCTION	12/14/12	POLICE MEMORIAL REPAIR WK	800.00
		DELTA DENTAL (PAYROLL)	12/14/12	DELTA DENTAL OF KANSAS	10.80
			12/26/12	DELTA DENTAL OF KANSAS	10.80
		ADVANCE LIFE INSURANCE	12/14/12	ADVANCE LIFE INUSRANCE	3.86
		KANSAS PUBLIC EMPLOYEES	12/14/12	KPERS #1	45.55
			12/27/12	KPERS #1	45.55
		NEX-TECH	12/27/12	DRUG TASK FORCE	4.64
		CARD CENTER	12/14/12	DILLONS-FLOWERS MAC	81.50
			12/14/12	ER DETAILING UNIT 223	150.00
			12/14/12	108927 FIRESTONE-TIRES #23	343.00
			12/14/12	808524 ER DETAIL-CARPET 20	40.00
			12/14/12	ER DETAIL-INTERIOR #212 EX	100.00_
				TOTAL:	4,987.90
LAW ENFORCEMENT TRAIN	LAW ENFORCEMENT TR	CARD CENTER	12/14/12	WMART-AMMO ROOKIES KLETC	78.78
			12/14/12	APPLEBEE-GEN DIFF TRNG#132	19.18
			12/14/12	CMFRT INN-GEN DIFF TRNG132	82.07
			12/14/12	ONTHEBRDR-GEN DIFF TRN132,	22.08_
				TOTAL:	202.11

===== FUND TOTALS =====

01	GENERAL FUND	873,264.07
02	GRANTS	15,132.11
10	SPIN CITY	15,748.65
12	BOND & INTEREST	38,863.94
15	WATER & SEWER FUND	82,979.53
18	STORM WATER	2,080.34
23	SANITATION FUND	44,857.35
26	FIRE EQUIPMENT RESERVE	9,999.99
35	EMPLOYEE BENEFITS FUND	1,467.68
46	SUNDOWN SALUTE	459.00
47	DRUG & ALCOHOL ABUSE FUND	2,513.40
50	SPECIAL LE TRUST FUND	5,299.66
54	LAW ENFORCEMENT TRAINING	202.11

 GRAND TOTAL: 1,092,867.83

SELECTION CRITERIA

SELECTION OPTIONS

VENDOR SET: 01-CITY OF JUNCTION CITY, KS
VENDOR: All
CLASSIFICATION: All
BANK CODE: All
ITEM DATE: 0/00/0000 THRU 99/99/9999
ITEM AMOUNT: 9,999,999.00CR THRU 9,999,999.00
GL POST DATE: 0/00/0000 THRU 99/99/9999
CHECK DATE: 12/14/2012 THRU 1/08/2013

PAYROLL SELECTION

PAYROLL EXPENSES: NO
CHECK DATE: 0/00/0000 THRU 99/99/9999

PRINT OPTIONS

PRINT DATE: GL Post Date
SEQUENCE: By Department
DESCRIPTION: Distribution
GL ACCTS: NO
REPORT TITLE: APPROPRIATIONS--DEC 14 2012-JAN 8 2013-CS
SIGNATURE LINES: 0

PACKET OPTIONS

INCLUDE REFUNDS: YES
INCLUDE OPEN ITEM:NO

City of Junction City

City Commission

Agenda Memo

Jan 15th, 2013

From: Cynthia Sinkler, Water Billing and Accounts Payable Manager
To: *City Commissioners*
Subject: Consideration of Appropriation Ordinance A-1 & 2 dated-Dec 14 2012-Jan 8th 2013 in the amount of \$ 1,092,867.83

Background: Attached is listing of the Appropriations for —Dec 14 2012-Jan 8 2013

Appropriations —Dec 14 2012-Jan 8 2013

EFT Payments

KDOT	\$270,686.05
Veolia Water	\$243,780.27
Visa Card	\$33,431.04

Bill Due before Next Commission

Fuel Bill-	\$26,435.94
Kerit-	\$107,000.00(est. not to exceed)

Backup material for agenda item:

- b. Consideration and approval of Minutes for Commission Meetings held on December 18, 2012 & January 8, 2013.

CITY COMMISSION MINUTES

December 18, 2012

7:00p.m.

CALL TO ORDER

The regular meeting of the Junction City Commission was held on Tuesday, December 18, 2012 with Mayor Pat Landes presiding.

The following members of the Commission were present: Cecil Aska, Scott Johnson, Pat Landes, Jim Sands and Jack Taylor. Staff present was: City Manager Vernon, City Attorney Logan, and City Clerk Tyler Ficken.

PUBLIC COMMENT

Nicholas Blake of 518 W. Elm Street stated that he works for the Police Department but he is speaking as a citizen. He stated that the Police Department Union has met with City staff since May but negotiations have stalled, and attorney fees have been costly. He stated that he does not want to see an impasse similar to what occurred in 2010. Mr. Blake stated that the request for pay increase was high in the beginning; the police union would like pay steps back to where they should be. Mr. Blake stated that family insurance is too expensive at \$900 per month.

William Arnold stated that he works for the Police Department but he is speaking as a citizen. Mr. Arnold stated that the City Manager received a raise, and it was assumed by City staff that raises for City staff would also result. Instead the City continues to build a reserve fund and pay attorney fees. Mr. Arnold asked why there cannot be pay increases if the City is in the black by seven or eight figures.

Commissioner Johnson stated that he was unaware that negotiations were lasting this long. Mayor Landes stated that he respects the work of the Police Department, and a study is being conducted to see where salaries are in other communities.

Todd Godfrey Police Department Employee and Union President speaking as a citizen provided pay scale information to the Commission. He stated that the Union proposed a 17% increase over 3 years. Commissioner Johnson stated that this information would have been helpful during the budget process. Mr. Godfrey stated that agreements were signed not to discuss the negotiation. Mr. Godfrey stated that during negotiations there are always language issues, and he believes the City's written policies are the best in the State. Commissioner Taylor asked when the current contract ends. Mr. Godfrey stated that the contract ends December 23, 2012. Commissioner Sands asked if an arbitrator has been contacted. Mr. Godfrey stated that they are receiving an arbitrator for Kansas

City. Mr. Godfrey stated that wages are low, and corrections have resulted in a rollercoaster effect; increases were frozen in 2010.

CONSENT AGENDA

Consideration of Appropriation Ordinance A-24 2012 dated November 27, 2012 through December 13, 2012 in the amount of \$1,482,989.85. Commissioner Sands moved, seconded by Commissioner Aska to approve the Consent Agenda as presented. Ayes: Aska, Johnson, Landes, Sands, Taylor. Nays: none. Motion carried.

Consideration of the minutes for the December 4, 2012 City Commission Meeting. Commissioner Sands moved, seconded by Commissioner Aska to approve the Consent Agenda as presented. Ayes: Aska, Johnson, Landes, Sands, Taylor. Nays: none. Motion carried.

The Consideration and approval of Resolution 2678, setting a public hearing date of February 5, 2013 to address condemnation of 305 E. 8th St. Commissioner Sands moved, seconded by Commissioner Aska to approve the Consent Agenda as presented. Ayes: Aska, Johnson, Landes, Sands, Taylor. Nays: none. Motion carried.

Award of bid for the lease/purchase loan for 2013 golf equipment purchases. Commissioner Sands moved, seconded by Commissioner Aska to approve the Consent Agenda as presented. Ayes: Aska, Johnson, Landes, Sands, Taylor. Nays: none. Motion carried.

Consideration of R-2680 removing the City Prosecutor from the list of executive staff for residency and adding the Municipal Services Director. Commissioner Sands moved, seconded by Commissioner Aska to approve the Consent Agenda as presented. Ayes: Aska, Johnson, Landes, Sands, Taylor. Nays: none. Motion carried.

SPECIAL PRESENTATIONS

Central Kansas Foundation Prevention Services Department Proclamation – National Impaired Driving Prevention Month. Mayor Landes made the presentation.

APPOINTMENTS

Appointment of Chief Brown to the Housing Authority Board for a four year term ending 10-31-2016. Commissioner Aska moved, seconded by Commissioner Johnson to approve the appointment of Chief Brown to the Housing Authority Board for a term ending 10-31-2016. Ayes: Aska, Johnson, Landes, Sands, Taylor. Nays: none. Motion carried.

PUBLIC HEARING

Public hearing and consideration of 2012 budget amendments. Commissioner Johnson asked if the Stormwater fund is positive. City Manager Vernon stated that expenditures are budgeted in 2013. Mayor Landes opened and closed the public hearing; no comments from the public were made.

UNFINISHED BUSINESS

Consideration of the 2013 Master Economic Development Agreement. City Manager Vernon provided the latest version of the proposed agreement. Mayor Landes stated that approximately 25% of the City mill levied for economic development will be spent at the City Commission's discretion. Commissioner Taylor stated that this could help with a future emergency. Commissioner Johnson stated that people would simply prefer lower taxes. Commissioner Sands moved, seconded by Commissioner Aska to approve Ordinance G-1125. Ayes: Aska, Johnson, Landes, Sands, Taylor. Nays: none. Motion carried.

NEW BUSINESS

Consideration of the sale of 617 North Washington as well as approval of Resolutions declaring appropriate authority and blighted nature of the building. Mayor Landes stated that the expected cost of rehabilitation is \$350,000 to \$450,000 while the grant request amount is \$250,000; the difference would be paid by the new building owner. An engineer hired for estimates stated that the water damage to the building has been contained and is drained. Commissioner Taylor asked if there is evidence of mold in the building. The engineer stated that there is evidence of mold, and remediation will be required, the building was exposed for some time. Owners of Gatherings on the Prairie stated that they do not want to leave Junction City, but there is a lack of options at their current location. Eighty percent of their business is from outside Junction City. In the past, the costs just simply did not make sense, but with the potential rehabilitation grant funds, a partnership could work. Susan Jagerson with the Chamber of Commerce stated that the grant documents are due February 1, 2013. Commissioner Aska asked whether receipt of grant funding is likely. Susan stated that the condition of the building and the circumstances would make this a good project proposal. Commissioner Taylor stated that he is more comfortable with this than on other projects. Finance Director Beatty stated that the City has owned the building since 2007. City Manager Vernon stated that additional funding mechanisms such as TIF financing or CID financing are available if the grant is not funded. Commissioner Aska moved, seconded by Commissioner Sands to Authorize the City Attorney to create a contract with a sale price of \$1, and the City expending \$10,000 for remediation which is contingent upon grant award with the building being sold as is. Ayes: Aska, Johnson, Landes, Sands, Taylor. Nays: none. Motion carried. Commissioner Sands moved, seconded by

Commissioner Taylor to approve R-2681. Ayes: Aska, Johnson, Landes, Sands, Taylor. Nays: none. Motion carried. Commissioner Sands moved, seconded by Commissioner Taylor to approve R-2682. Ayes: Aska, Johnson, Landes, Sands, Taylor. Nays: none. Motion carried.

Consideration of the Owner's for Annexation of the Property at 1205 Hoover Rd. and approval of the Annexation Agreement concerning connection to City utilities. Commissioner Johnson asked what the cost to extend the sewer would be. Planning & Zoning Director Yearout stated that the cost would be approximately \$40,000. Commissioner Johnson stated that development in the area would not occur until far into the future. City Manager Vernon stated that the City staff has heated debate on this issue. Planning & Zoning Administrator Yearout stated that there are lines servicing millennium rail; costs to extend the line will be less now that in the future. Commissioner Sands asked if there is already City water at the property. Planning & Zoning Administrator Yearout stated that the Property has City water. Commissioner Johnson stated that the money saved on property taxes could be used to purchase a new septic system. Commissioner Sands moved, seconded by Commissioner Aska to table the item until January 15, 2013. Ayes: Aska, Johnson, Landes, Sands, Taylor. Nays: none. Motion carried.

Consideration of the written request of the property owner to de-annex property on the South side of Rucker Rd at the West City limit line. Planning & Zoning Director Yearout stated that as far as records indicate, development of the property for housing fell through in April of May of 2009. Planning & Zoning Director Yearout stated that any citizen has the right to request de-annexation. Commissioner Johnson stated that he previously owned the property; this is farmland with animals, and the urban sprawl needs to stop. Planning & Zoning Director Yearout stated that the property is surrounded by developed properties; it is becoming increasingly difficult to annex property and keeping the property within the City is best in the long term. The property owner stated that records posted on the City's website do not indicate that the property is within the City. Commissioner Johnson stated that this project was the brain child of Rod Barnes and Big D. Planning & Zoning Director Yearout stated that the rezoning and plat for the property were not approved. Commissioner sands moved, seconded by Commissioner Taylor to table this item for discussion at the January 15, 2013 meeting. Ayes: Aska, Johnson, Landes, Sands, Taylor. Nays: none. Motion carried.

Consideration of the Waiver of Paving Requirement for the proposed Parking Lot at Helland Park off Rucker Rd. Commissioner Aska moved, seconded by Commissioner Johnson to approve Waiver of Paving Requirement for the proposed Parking Lot at Helland Park off Rucker Rd. Ayes: Aska, Johnson, Landes, Sands, Taylor. Nays: none. Motion carried.

EXECUTIVE SESSION

An Executive Session to discuss issues of attorney client privilege.
 Commissioner Aska moved, seconded by Commissioner Sands to adjourn to Executive session at 9:05 p.m. for a time not to exceed 15 minutes to discuss issues of attorney client to include the City Attorney, Police Chief, and City Manager. Ayes: Aska, Johnson, Landes, sands, Taylor. Nays: none. Motion carried. Commissioner Johnson moved, seconded by commissioner Sands to adjourn from executive session at 9:20 p.m. where no decisions were made and no actions were taken. Ayes: Aska, Johnson, Landes, Sands, Taylor. Nays: none. Motion carried.

COMMISSIONER COMMENTS

Commissioner Taylor stated that he was disappointed that City officials were not invited to meet with elected officials when they met with the County Commission.

Commissioner Johnson stated that it is a problem that City residents are being taxed double for City and County services.

Commissioner Aska stated that his thoughts are with Betsy Waller who recently lost her battle with cancer, she was a member of the Housing Authority board.

Commissioner Sands stated that he is glad to see people in the holiday spirit. Commissioner Sands stated that he is concerned with safety at the intersections of 6th & Franklin, and Ash & Washington. City Manager Vernon stated that information regarding accidents would be provided to the Commission. Public Services Director McCaffery stated that improvements to the intersections were planned, but were shelved due to budgetary constraints.

Mayor Landes stated that the animal code re-write is going well. Meeting on the MPO are going well; the board is working on bylaws and fiscal agreements. Mayor Landes wanted to remind the Community that it is the season of giving to those who are less fortunate. Mayor Landes wanted to remind everyone that elections are in the spring.

STAFF COMMENTS

City Manager Vernon stated that City building will be closed in the afternoons on Christmas Eve and New Year's Eve.

Public Services Director McCaffery encouraged people to attend the street presentation and discussion.

ADJOURNMENT

Commissioner Sands moved, seconded by Commissioner Aska to adjourn at 9:43 p.m. Ayes: Aska, Johnson, Sands, Taylor. Nays: none. Motion carried.

APPROVED AND ACCEPTED THIS 15th DAY OF JANUARY AS THE OFFICIAL COPY OF THE JUNCTION CITY COMMISSION MINUTES FOR DECEMBER 18, 2012.

Tyler Ficken, City Clerk

Pat Landes, Mayor

SPECIAL CITY COMMISSION MEETING MINUTES

January 8, 2012

7:00p.m.

7:00 P.M. CALL TO ORDER

Mayor Landes stated that the items being discussed are currently in the planning and development stages and approval would allow for better planning and local control of how funds are spent. Commissioner Johnson asked if the City may remove itself from the program in the future. Stephanie Watts MPO Transportation Planner stated that if Junction City removed itself, Manhattan would need to re-designate the boundaries of the MPO. Mrs. Watts stated that the benefit of an MPO include forecasting future needs for improvement, and determining how those improvements work with other communities. Finance Director Beatty stated that participating in the MPO provides an advantage for funding from the State. Mrs. Watts stated that KDOT understands that projects originating from an MPO have already had much of the planning aspects completed, and that is advantageous toward receiving funding. Commissioner Taylor asked if organizations within the MPO would compete for funding. Mrs. Watts stated that in this smaller MPO (population under 200,000) entities would keep their own funding for projects and would not compete. Commissioner Taylor asked if the money still may not be used after three years if not used. Mrs. Watts stated that the time frame is still true. Commissioner Sands asked about funds not used by other MPOs, and whether this MPO could benefit financially. Mrs. Watts stated that unused funds from other MPO could be used for planning costs but not project costs. Mrs. Watts stated that Manhattan will be considering the designation agreement at their meeting on January 22, 2013. Commissioner Johnson stated that Geary County should consider paying for the planning costs since all County residents will be benefited. City Manager Vernon asked that questions regarding the MPO be asked prior to the January 15, 2013 meeting where Junction City will be considering the designation agreement.

ADJOURNMENT

Commissioner Johnson moved, seconded by Commissioner Aska to adjourn at 7:50 p.m. Ayes: Aska, Johnson, Landes, Sands, Taylor. Nays: none. Motion carried.

APPROVED AND ACCEPTED THIS 15th DAY OF JANUARY AS THE OFFICIAL COPY OF THE JUNCTION CITY COMMISSION MINUTES FOR January 8, 2013.

Tyler Ficken, City Clerk

Pat Landes, Mayor

MPO 101

FLINT HILLS METROPOLITAN PLANNING ORGANIZATION

4

What is the Metropolitan Planning Process...

A Process of Informed Decision-Making

- Continuing, Cooperative and Comprehensive (3-C)
- Multimodal Planning Process
- Results in the development of a long range plan and short term program
- Promotes a safe and efficient transportation system that serves **people** and **freight**
 - Encourages the use of asset management principles and techniques
- Establishes goals (typically in terms of desired system conditions and performance)
- Assesses needs (both current and future)
- Defines priorities (such as projects, strategies, or actions to be implemented)
- Assesses the impacts of investment decisions (forecasted and/or realized)
- Is lead by an MPO

5

A Metropolitan Planning Organization...

- Has the authority of Federal law
- Is a representative group of stakeholders
- Leads the transportation planning process for the metropolitan area
- Is the region's policymaking organization responsible for prioritizing transportation initiatives
- Carries out the metro transportation planning process in cooperation with the State DOT and transit operators

6

MPO Structure

- An MPO is required to have a decision-making "policy body"
- Beyond this, there is no required structure for an MPO, but most are made up of:
 - Policy Board
 - Technical Advisory Committee
 - MPO director and staff

7

MPO Policy Board

- Consists of:
 - Local elected officials
 - Transportation operators
 - KDOT
 - Representatives from other entities (as appropriate)
- Takes approval actions
- Sets regional long-term transportation policy and approves plans
- Prioritizes and programs specific transportation initiatives for funding
- Created by the Designation Agreement

8

Technical Advisory Committee

- Staff-level committee which provides technical analysis, specialized knowledge, and input on specific issues
- Key players include: City and County engineers and planners, regional stakeholders, KDOT, transit, freight, university representative, bike-pedestrian advocate.....

9

Role of MPO Staff

- Provide information and technical support to the Policy Board and TAC
- Prepare required documents
- Foster interagency coordination
- Facilitate public input and feedback
- Manage the planning process

10

Metropolitan Transportation Plan

- Multimodal plan outlining the region's transportation system goals and priorities over the next 20 years
- Identifies where the region is (existing conditions), where it wants to go (goals and priorities) and how it's going to get there (project identification and recommendations)
- Contains a financial plan and is fiscally constrained
- Updated every 5 years
- Comparable to a city or county Comprehensive Plan

11

Transportation Improvement Program

- A staged, multi-year, intermodal program of prioritized transportation initiatives consistent with the MTP
- Contains a financial plan and is fiscally constrained
- The TIP must contain all federally funded and regionally significant projects
- An initiative not listed in the TIP cannot receive FHWA or FTA funds
- Must be updated at least every 4 years, but can be amended at any time
- Comparable to the CIP

12

Unified Planning Work Program

- Outlines how the Consolidated Planning Grant (CPG) funds will be utilized during the calendar year
- Identifies tasks and activities to be performed by the MPO staff and/or consultants
- Serves as the operating budget for the MPO
- Updated every year

13

Public Participation Plan

- Outlines MPO goals, activities and process pertaining to public outreach activities
 - Public comment periods
 - Outreach efforts
 - Advertising methods and time periods for new documents or amendments

14

Consolidated Planning Grant (CPG)

- CPG comprised of FHWA PL funds and FTA 5303
- Used for MPO operating expenses, staff salaries, completing core documents and other transportation planning activities and projects
- Will receive approximately \$160,000 from KDOT in 2013
- Requires a 20% local match

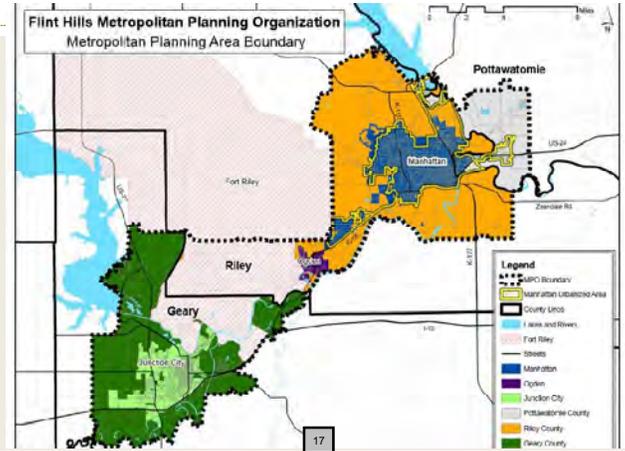
15

Metropolitan Planning Area Boundary

- The Metropolitan Planning Area Boundary (MPA) must include:
 - The entire Urbanized Area, as defined by the census
 - Plus any area expected to become urbanized in the next 20 years
- The MPO is responsible for the transportation planning activities in the entire MPA
- Map on following slide

16

MPO Planning Area



17

Designation Agreement

- Creates the MPO by designating the Policy Board Members
- Must be signed by the Governor along with the central city (Manhattan) and jurisdictions representing at least 75% of the affected population

18

Fiscal Agreement

- Not required by KDOT or Federal law
- Outlines the fiscal responsibilities of each jurisdictions
- States the voting structure for all financial related decisions
- Will be signed by each jurisdiction and the MPO

19

Backup material for agenda item:

- c. Consideration of Award of Bid to Van-Wall Equipment of Olathe, Kansas in the amount of \$12,500.00 for one John Deere 7500 Precision Cut Fairway Mower.

**City of Junction City
City Commission
Agenda Memo**

15 January, 2013

From: Edward Lazear, Parks & Recreation Director
To: City Commissioners and Gerry Vernon, City Manager
Subject: Award of Bid – John Deere 7500 Precision Cut Fairway Unit – Rolling Meadows Golf Course

Objective: Consideration of Award of Bid to Van-Wall Equipment of Olathe Kansas in the amount of \$12,500.00 for one John Deere 7500 Precision Cut Fairway Mower.

Explanation of Issue: Rolling Meadows Golf Course current grounds maintenance equipment includes a John Deere 7500 Fairway Mower with a lease that ended December 31st 2012. Staff has researched the market for a comparable replacement unit and determined that based on the overall good condition of the mower, low hours and existing parts inventory to exercise the end of lease purchase option. Purchase of this Fairway mower along with the delivery of two new greens mowers, one rough mower and a tractor mounted seeder in January 2013 will complete the upgrades to all of Rolling Meadows mowing equipment.

Budget Impact: This item is budgeted within the 2013 Rolling Meadows Golf Course operating budget.

Alternatives:

1. Approve, Disapprove, Modify, or Postpone.

Recommendation: Staff recommends the approval to purchase the current John Deere Precision Cut Fairway Unit for \$12,500.00 from Van Wall Equipment

Special Consideration: Parks and Recreation staff has received no comments from the public on this item.

Suggested Motion:

Commissioner _____ moves to approve the award of bid to Van-Wall Equipment in the amount of \$12,500.00 for the purchase of one off lease John Deere 7500 Fairway Mower.

Enclosures: Used Market Comparable units.



United States / English
You are not signed in

2008 John Deere 7500

\$17,500 US

5 Reels. 7 Blade (70%). Diesel. 2WD.

Hours: 1,240

Power:

Engine Type: Diesel • Drive Type: 2WD • Fairway/Rough mower • 5 Reels • (5) Spiral grooved rollers

Status: Off lot



Print out this Machine

Email this Machine

Tweet 0

Like 0

Additional Information

Category	Golf & Turf Equipment
Serial Number	TC7500X010111
Stock Number	71010128

Equipment Offered By:
Van Wall Golf & Pro Turf
800 N Rogers Rd
Olathe (Golf), KS 66062
USA

Jon Francis
(913) 397-6009



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United States / English

You are not signed in

2008 John Deere 7500

19,500 CAD (\$19,950 US*)

Good condition, low hour fairway mower.

Hours: 821

Power:

Engine Type: Diesel • Drive Type: 2WD • 5" CUTTING UNITS • REAR ROLLER SCRAPERS • (5) machined grooved rollers • (5) 7-blade cutting units

Status: Off lot



Print out this Machine

Email this Machine

Tweet 0

Like 0

Additional Information

Category	Golf & Turf Equipment
Serial Number	TC7500X010143
Stock Number	10015863

Equipment Offered By:

Green Tractors Inc.
620 Durham Road 21
PORT PERRY, ON L9L1A6
Canada

(905) 985-9701



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My eBay

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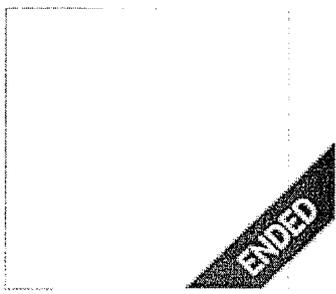
Empty search box for browsing by category

Back to home page | Listed in category:

This listing has ended.

2008 John Deere 7500 Fairway Mower

See original listing



Item condition: **Used**

Ended: Jul 21, 2012 11:17:06 PDT

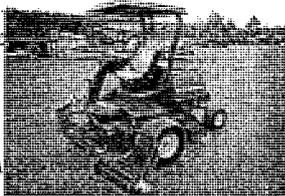
Price: **US \$9,750.00** [1 offer]

Shipping: Free Local Pickup

Item location: Moultrie, Georgia, United States

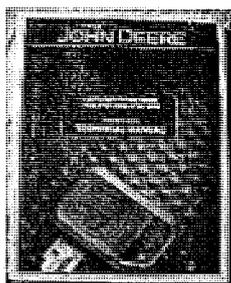
Seller: **coastallawnman** (8) | Seller's other items

Sell



M

Get what you want

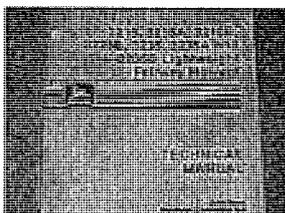


John Deere 7500 7700 8500 8700 8800

\$99.99

Free shipping

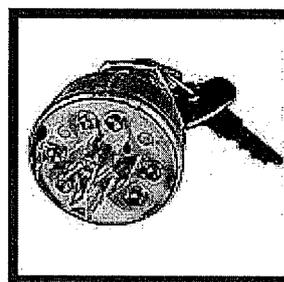
See suggestions



John Deere technical manual light weight...

\$24.99

See suggestions



IGNITION STARTER SWITCH with 2 Keys

\$15.92

Free shipping

See suggestions



Joh Reti

\$12

See :

Description

Seller assumes all responsibility for this listing.

Last updated on Jun 21, 2012 11:18:46 PDT [View all revisions](#)

Item specifics

Condition:	Used	Brand:	John Deere
Type:	Reel Mower	Model:	7500
Power Source:	Diesel		

2008 John Deere 7500 fairway mower. Diesel. 2 wheel drive. 2040 hours. 7 blade reels. Canopy. Machine runs are not working. No major problems that I am aware of. This is a used machines, there could be problems that I out of state on a common carrier. Machine is located in Moultrie, Georgia. Call Ryan at 229-326-1380 for more i

Questions and answers about this item

No questions or answers have been posted about this item.

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00072

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Backup material for agenda item:

- d. Consideration and Adoption of a Ordinance Amendment for the School Zone and Speed Limits - Westwood Elementary School

**City of Junction City
City Commission
Agenda Memo**

January 15, 2013

From: Gregory S. McCaffery, Municipal Service Director
To: Gerry Vernon, City Manager and City Commissioners
Subject: Adoption of an Ordinance Amendment – School Zone and Speed Limits –
Vicinity of Westwood Elementary School

Objective: Consideration and adoption of ordinance amendment for amending the school zone and limits for areas in the vicinity of Westwood Elementary School

Explanation of Issue: As part of the Safe Routes to School (SRTS) sidewalk project, the school zone and speed limits in the vicinity of Westwood Elementary School are in need of amendment. This is a result of the new sidewalk which was installed in and around the overall vicinity of this school this past summer/ fall 2012 as part of the SRTS project..

An ordinance amendment and a maps indicating the general location of the new sidewalk installed around the Westwood Elementary School is provide for your review. Those items noted within RED are the proposed amendments to this section of the City Code.

Budget Impact: None

Alternatives: The City Commission has the following alternatives concerning the issue at hand. The Commission may:

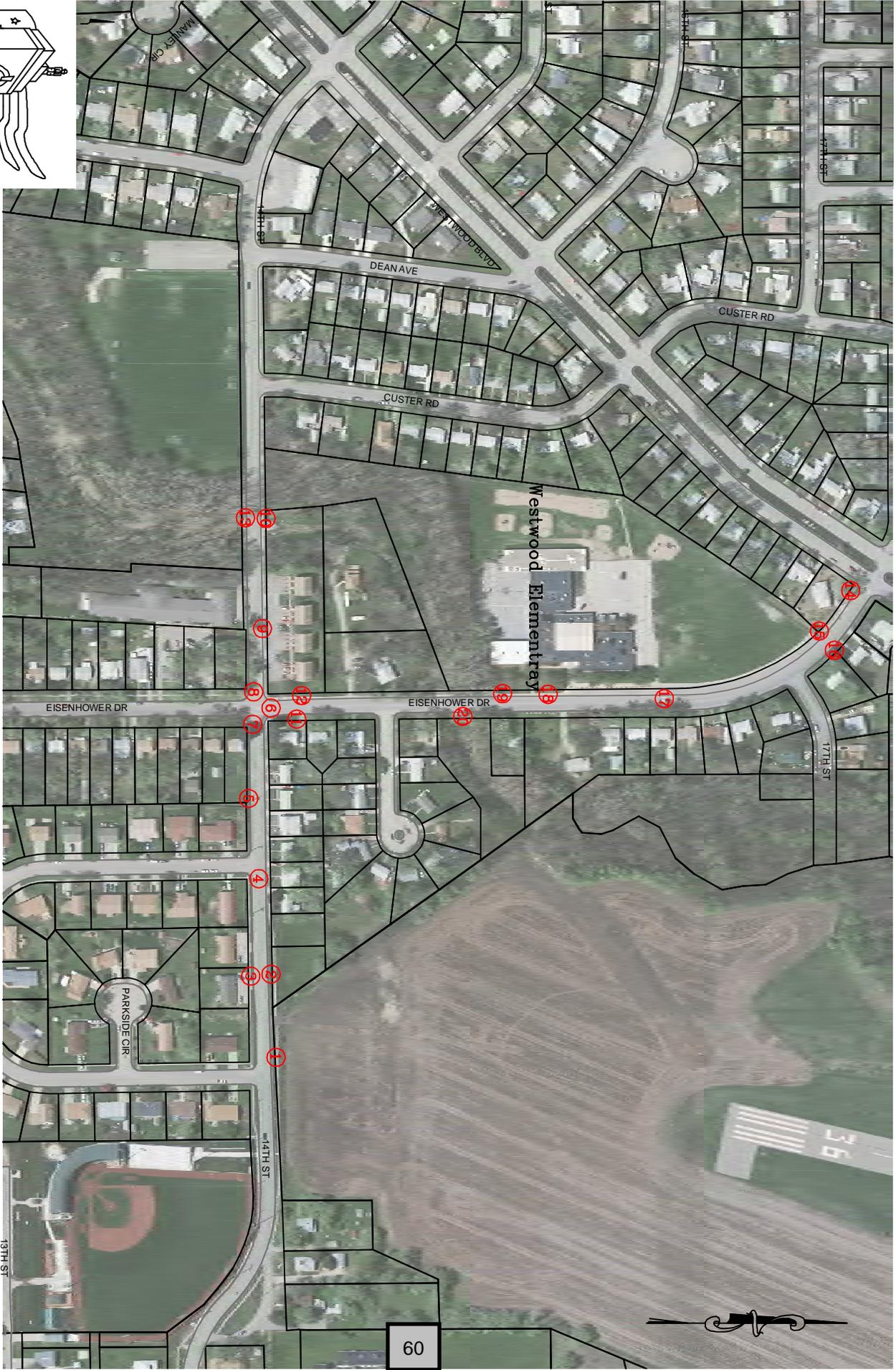
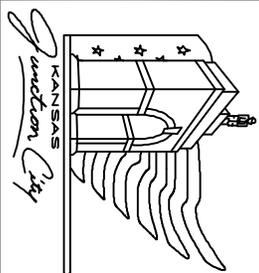
1. Approve the Ordinance Amendment to _____.
2. Do not approve Ordinance Amendment
3. Modify the Ordinance Amendment as stated above.
4. Table the request.

Recommendation: City staff recommends the adoption of the ordinance amendment, Ordinance G- 1126, as presented.

Suggested Motion:
Commissioner _____ moves to approve adoption of the ordinance amendment, Ordinance G-1126. as presented.

Commissioner _____ seconded the motion.

Enclosures



ENGINEERING DEPARTMENT
 CITY OF JUNCTION CITY, KANSAS
 701 N. JEFFERSON
 JUNCTION CITY, KS 64401
 (785) 238-3100 2504

CITY OF JUNCTION CITY
 AREA LOCATION MAP

DATE: October 2011 DRWN: c. h. mohieu FILE:

Aerial Location Map
 School Signage + Striping
 Westwood Elementary School

SCALE: N.T.S.

60



Westwood Elementary School Signage/Stripping

Sign/Feature #	Location	Sign/Feature Type(s)	MUTCD #	Required Signage In Place	Condition	
1	900 Block W. 14th Street Westbound	Advance School Warning Zone	S1-1 W16-9P	Yes		
2	900 Block W. 14th Street Westbound	School Speed Zone	R2-2 (20 MPH) S4-3 S4-1P	Yes		
3	900 Block W. 14th Street Eastbound	End School Zone	R2-2 (30 MPH) S5-2	Yes		
4	14th & Parkside Intersection East Side of W. Leg	Crosswalk w/ Signage	S1-1 W16-7P	Yes		
5	1000 Block 14th Street Eastbound	School Speed Zone	R2-2 (20 MPH) S4-3 S4-1P	Yes		
6	14th & Eisenhower Intersection North Leg	Crosswalk w/ No Signage	None	N/A		
7	14th & Eisenhower Intersection East Leg	Crosswalk w/ No Signage	None	N/A		
8	14th & Eisenhower Intersection West Leg	Crosswalk w/ No Signage	None	N/A		
9	1100 Block W. 14th Street Westbound	School Speed Zone	R2-2 (20 MPH) S4-3 S4-1P	Yes		
10	1100 Block W. 14th Street Westbound	End School Zone	R2-2 (30 MPH) S5-2	Yes		
11	1400 Block N. Eisenhower Northbound	School Speed Zone	R2-2 (20 MPH) S4-3 S4-1P	Yes		
12	1400 Block N. Eisenhower Southbound	End School Zone	R2-2 (30 MPH) S5-2	Yes		
13	1100 Block W. 14th Street Eastbound	School Speed Zone	R2-2 (20 MPH) S4-3 S4-1P	Yes		
14	1100 Block W. 17th Southbound	Advance School Warning Zone	S1-1 W16-9P	Yes		
15	1100 Block W. 17th Southbound	School Speed Zone	R2-2 (20 MPH) S4-3 S4-1P	Yes		
16	Block W. 17th Northbound	End School Zone	R2-2 (30 MPH) S5-2	Yes		
17	Mid Block Near North End of School Bldg.	Crosswalk w/ Signage	S1-1 W16-7P	Yes		
18	1500 Block N. Eisenhower W. Side of Street	Bus Loading Zone	R7-6	Yes		
19	1500 Block N. Eisenhower W. Side of Street	No Parking 8 a.m. to 5 p.m.	R7-2	Yes		
20	1500 Block N. Eisenhower Northbound	School Speed Zone	R2-2 (20 MPH) S4-3 S4-1P	Yes		

ORDINANCE G-1126

AN ORDINANCE AMENDING SECTION 310.010, ENTITLED “MAXIMUM SPEED LIMITS” AND SCHEDULE I, ENTITLED “SPEED LIMITS” OF TITLE III, ENTITLED “TRAFFIC CODE” OF THE CODE OF ORDINANCES OF THE CITY OF JUNCTION CITY, KANSAS, TO CHANGE THE SCHOOL ZONE IN THE VICINITY OF WESTWOOD ELEMENTARY SCHOOL

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF JUNCTION CTY, KANSAS:

SECTION 1: Section 310.010 “Maximum Speed Limits” of Title III “Traffic Code” of the Code of Ordinances of the City of Junction City, Kansas is hereby amended to read as follows:

SECTION 310.010: MAXIMUM SPEED LIMITS

Except when a special hazard exists that requires lower speed for compliance with Section 300.032, the limits specified in Schedule I or established as hereinafter authorized shall be maximum lawful speeds, and no person shall drive a vehicle at a speed in excess of such maximum limits.

SECTION 2: Schedule I “Speed Limits” of Title III “Traffic Code” of the Code of Ordinances of the City of Junction City, Kansas is hereby amended to read as follows:

SCHEDULE I. SPEED LIMITS

Table I-A. Maximum Speed Limits

<i>Location</i>	<i>Maximum MPH</i>
<i>Central Business District.</i> Consists of Seventh, Eighth, Ninth, and Tenth Streets beginning 100 feet east of the centerline of Franklin Street; thence west to 100 feet west of the centerline of Jefferson Street; and Sixth Street beginning 100 feet east of the centerline of Washington Street; thence west to 100 feet west of the centerline of Jefferson Street; Franklin, Washington, and Jefferson Streets beginning at 100 feet north of the centerline of Tenth Street; thence south to 100 feet south of the centerline of Sixth Street.	20
Lincoln School Drive	20

Residential District	30
Parks (All)	20
Alleys (All)	15
Municipal or Private Parking Lot (All)	10
Junction City Code	

Table I-A. Maximum Speed Limits (cont)

<i>Location</i>	<i>Maximum MPH</i>
Mobile Home Park or Trailer Court (All)	15
School Zones (Indicated Times) See Table I-B of this Schedule	20
Grant Avenue beginning 100 feet east of the centerline of Washington Street to the City limits; and on west Ash Street beginning at the east intersection of Bittersweet, from the centerline of Bittersweet extended west on Ash Street to the 200 feet east of the centerline of U.S. Highway 77.	35
McFarland Road, beginning 100 feet west of the centerline of Eisenhower Drive to a point 200 feet east of the centerline of U.S. Highway 77.	30
Rucker Road beginning at the intersection of U.S. Highway. 77; thence south to the intersection of 8 th Street.	30
Industrial Street beginning 275' north of the centerline of the UPRR tracks; thence south to 850' south of the centerline of the UPRR tracks.	15
Sixth Street beginning 100 feet east of the centerline of Washington Street to 200 feet east of the centerline of Franklin Street; then forty (40) miles per hour to the east boundary of the City limits.	30

U.S. Highway 77 beginning 2,640 feet north of the intersection of McFarland Road to a point 2,700 feet south of the intersection of U.S. Highway 77 with the centerline of Ash Street.

Table I-B. School Zones

<i>Location</i>	<i>Time</i>	<i>Maximum MPH</i>
<p><i>Washington Elementary School.</i> Washington and Jefferson Streets beginning 195 feet north of the centerline of Sixteenth Street; thence south to 160 feet south of the centerline of Fifteenth Street. Jefferson Street 100 feet north of the centerline of Sixteenth Street; thence south to 100 feet south of the centerline of Fifteenth Street. Fifteenth and Sixteenth Streets beginning 132 and 142 feet respectively east of the centerline of Washington Street; thence west to 100 feet west of the centerline of Jefferson Street.</p>	<p>7:45 A.M./8:45 A.M. 3:00 P.M./4:00 P.M.</p>	<p>20</p>
<p><i>Franklin Elementary School.</i> Madison and Jackson Streets beginning 100 feet north of the centerline of Third Street; thence on Madison south to 120 feet south of the centerline of Second Street and on Jackson Street south to 100 feet south of the centerline of Second Street. Second and Third Streets beginning 100 feet east of</p>	<p>"</p>	<p>"</p>

the centerline of Madison Street;
thence west to 100 feet west of the
centerline of Jackson Street.

Lincoln Elementary School.

Eisenhower Drive beginning 250 feet north
of the center-line of Fifth Street; thence south
to 250 feet south of the centerline of
Lincoln School Drive. Parkview Drive
from Garfield Street to Bunker Hill Drive.
Parkside Circle from Parkview Drive to
Lincoln School Drive.

Westwood Elementary School.

17th Street beginning 185' west of the
centerline of Westwood Boulevard; thence
east to the centerline of Westwood Boulevard.
Eisenhower Drive beginning at the
centerline of Westwood Boulevard;
thence south to 245' south of the centerline
of Fourteenth Street. Fourteenth
Street beginning 525 feet east of
the centerline of Eisenhower Drive
thence west to 360 feet west of
the centerline of Eisenhower Drive.
Westwood Boulevard beginning 210'
north of the centerline of Downtain
Street; thence south to 205' south of
the centerline of 17th Street.

Table I-B. School Zones (Cont.)

<i>Location</i>	<i>Time</i>	<i>Maximum MPH</i>
<p><i>Eisenhower Elementary School</i> St. Mary's Road beginning 315' east of the centerline of Caroline Ave; thence west to 660' west of the centerline of Caroline Avenue. Caroline Avenue beginning 410' south of the centerline of St. Mary's Rd; thence north to 400' north of the centerline of St. Mary's Road.</p>	<p>7:45 A.M./8:45 A.M. 3:00 P.M./4:00 P.M.</p>	<p>20</p>

Sheridan Elementary School. Ash Street beginning 100 feet east of the centerline of Madison Street; thence west to 100 feet west of the centerline of Jackson Street. Jackson Street beginning 100 feet north of the centerline of Ash Street; thence south to 100 feet south of the centerline of Beck Drive.

" "

Karnes Freshman Success Academy. Jackson Street, Adams Street and Madison Streets; Beginning at a point 100 feet north of the centerline of Tenth Street; thence south to a point 100 feet south of the centerline of Ninth Street. Ninth and Tenth Streets beginning at a point 100 feet east of the centerline of Adams Street; thence west to a point 40 feet west of the centerline of Jackson Street.

" "

Spring Valley Elementary School. Spring Hill Drive; beginning 200' north of the centerline of Kathy Drive; thence south to 200' south of the centerline of Kathy Drive. Elm Creek Drive; beginning 200' east of the centerline of Hickory Lane; thence west to 200' west of the centerline of Hickory Lane. Hickory Lane; beginning 200' north of the centerline of Elm Creek Drive; thence south to 200' south of the centerline of Kathy Drive. Clover Drive; beginning 200' west of the centerline of Hickory Lane; thence west to Hickory Lane. Kathy Drive; beginning at the intersection of Spring Hill Drive; thence west to the intersection of Hickory Lane.

" "

Table I-B. School Zones (Cont.)

<i>Location</i>	<i>Time</i>	<i>Maximum MPH</i>
<i>Saint Xavier's Elementary and Senior High School.</i> Washington and Jefferson Street	7:15 A.M./8:15 A.M. 2:00 P.M./3:00 P.M.	20

beginning 100 feet north of the centerline of Third Street; thence south 100 feet south of the centerline of Second Street. Second and Third Streets beginning 100 feet east of the centerline of Washington Street; thence west to 100 feet west of the centerline of Jefferson Street.

<i>Faith Apostolic Academy</i>	7:30 A.M./8:30 A.M.	20
Rucker Road beginning at a point 200' west of the centerline of U.S. Hwy. 77; thence west to a point 1200' west of the centerline of U.S. Hwy. 77.	3:00 P.M./4:00 P.M.	

<u>Middle School.</u> Wildcat Lane beginning at a point 900' west of the centerline of Spring Valley Road; thence west 500'.	7:45 A.M./8:45 A.M.	20
	3:00 P.M./4:00 P.M.	

Hwy. K-18 beginning at a point 1300' west of the centerline of Spring Valley Road; thence west to a point 1085' west of the centerline of Karnes Drive.	7:45 A.M./8:45 A.M.	45
	3:00 P.M./4:00 P.M.	

<i>Senior High School.</i> Eisenhower Drive beginning 100 feet north of the centerline of Eleventh Street; thence south to 100 feet to the centerline of Eighth Street.	7:15 A.M./8:15 A.M.	20
	11:00 A.M./1:00 P.M.	
	2:00P.M./3:00P.M.	

All other times 30

SECTION 3. All ordinances and parts thereof that are inconsistent with any provision of this Ordinance are hereby repealed.

SECTION 4. This Ordinance shall be effective upon publication as required by law.

Passed and adopted by the Governing Body of the City of Junction City, Kansas this _____ day of _____, 2013

CITY OF JUNCTION CITY

Pat Landes
Mayor, City of Junction City

ATTEST: (Seal)

Tyler Ficken, City Clerk

Backup material for agenda item:

- e. The consideration and approval to solicit bids for the demolition of the property at 1309 Johnson Dr, being a condemned structure.

**City of Junction City
City Commission
Agenda Memo**

January 15, 2013

From: Mark Karmann, Code Administrator
To: Gerry Vernon, City Manager and City Commissioners
Subject: 1309 Johnson Dr – Solicit Bids for Demolition

Objective: The consideration and approval to Solicit Bids for the demolition of the property at 1309 Johnson Dr, being a condemned structure.

Explanation of Issue: On June 19, 2012 the City Commission approved Resolution 2685, setting a public hearing date to address the condemnation of the property on 1309 Johnson Dr. Resolution 2685 was sent to the property owner of record and was published in The Daily Union on June 23, 2012. On August 7, 2012 the City Commission approved Resolution 2695, giving the property owners 120 days, by law, to repair or remove this structure. Resolution 2695 was sent to the property owner of record and was published in The Daily Union on August 11, 2012. The owner failed to commence the repair or remove the structure within this time. City Staff is requesting to solicit bids for the removal of this structure.

Budget Impact: If process continues, it is estimated to cost \$3,000.00 to demolish and clean up this structure. The project will be funded through Demolition Removal in the General Fund. \$2,500.00 was budgeted for 2012. If the Commission chooses to proceed with this and the other condemnations money will need to be allocated to this fund. With the 3 condemnations up for consideration it is estimated to cost about \$9,000.00 total. Costs will be billed to the property owner and will reimburse any charges to this account.

Alternatives: The Commission may approve, deny, or postpone this item.

Recommendation: Staff recommends approval to solicit bids for the demolition of the property at 1309 Johnson Dr.

Suggested Motion:

Commissioner _____ moves to approve to solicit bids for the demolition of the property at 1309 Johnson Dr.

Commissioner _____ seconded the motion.

Enclosures:







73

Backup material for agenda item:

- f. The consideration and approval to solicit bids for the demolition of the property at 712 W 10th St, being a condemned structure.

City of Junction City
City Commission
Agenda Memo

January 15, 2013

From: Mark Karmann, Code Administrator
To: Gerry Vernon, City Manager and City Commissioners
Subject: 712 W 10th St – Solicit Bids for Demolition

Objective: The consideration and approval to Solicit Bids for the demolition of the property at 712 W 10th St, being a condemned structure.

Explanation of Issue: On June 19, 2012 the City Commission approved Resolution 2684, setting a public hearing date to address the condemnation of the property on 712 w 10th St. Resolution 2684 was sent to the property owner of record and was published in The Daily Union on June 23, 2012. On August 7, 2012 the City Commission approved Resolution 2694, giving the property owners 120 days, by law, to repair or remove this structure. Resolution 2684 was sent to the property owner of record and was published in The Daily Union on August 11, 2012. The owner failed to commence the repair or remove the structure within this time. City Staff is requesting to solicit bids for the removal of this structure.

Budget Impact: If process continues, it is estimated to cost \$3,000.00 to demolish and clean up this structure. The project will be funded through Demolition Removal in the General Fund. \$2,500.00 was budgeted for 2012. If the Commission chooses to proceed with this and the other condemnations money will need to be allocated to this fund. With the 3 condemnations up for consideration it is estimated to cost about \$9,000.00 total. Costs will be billed to the property owner and will reimburse any charges to this account.

Alternatives: The Commission may approve, deny, or postpone this item.

Recommendation: Staff recommends approval to solicit bids for the demolition of the property at 712 W 10th St.

Suggested Motion:

Commissioner _____ moves to approve to solicit bids for the demolition of the property at 712 W 10th St.

Commissioner _____ seconded the motion.

Enclosures:









Backup material for agenda item:

- g. The consideration and approval to solicit bids for the demolition of the property at 331 W 8th St, being a condemned structure.

**City of Junction City
City Commission
Agenda Memo**

January 15, 2013

From: Mark Karmann, Code Administrator
To: Gerry Vernon, City Manager and City Commissioners
Subject: 331 W 8th St – Solicit Bids for Demolition

Objective: The consideration and approval to Solicit Bids for the demolition of the property at 331 W 8th St, being a condemned structure.

Explanation of Issue: On June 19, 2012 the City Commission approved Resolution 2683, setting a public hearing date to address the condemnation of the property on 331 W 8th St. Resolution 2683 was sent to the property owner of record and was published in The Daily Union on June 23, 2012. On August 7, 2012 the City Commission approved Resolution 2692, giving the property owners 120 days, by law, to repair or remove this structure. Resolution 2692 was sent to the property owner of record and was published in The Daily Union on August 11, 2012. The owner failed to commence the repair or remove the structure within this time. City Staff is requesting to solicit bids for the removal of this structure.

Budget Impact: If process continues, it is estimated to cost \$3,000.00 to demolish and clean up this structure. The project will be funded through Demolition Removal in the General Fund. \$2,500.00 was budgeted for 2012. If the Commission chooses to proceed with this and the other condemnations money will need to be allocated to this fund. With the 3 condemnations up for consideration it is estimated to cost about \$9,000.00 total. Costs will be billed to the property owner and will reimburse any charges to this account.

Alternatives: The Commission may approve, deny, or postpone this item.

Recommendation: Staff recommends approval to solicit bids for the demolition of the property at 331 W 8th St.

Suggested Motion:

Commissioner _____ moves to approve to solicit bids for the demolition of the property at 331 W 8th St.

Commissioner _____ seconded the motion.

Enclosures:







Backup material for agenda item:

- b. A Public Hearing to consider condemnation of property at 508 W 10th St and approval of Resolution 2679.

**City of Junction City
City Commission
Agenda Memo**

January 15, 2013

From: Mark Karmann, Code Administrator
To: Gerry Vernon, City Manager and City Commissioners
Subject: 508 W 10th St– Resolution 2679

Objective: A Public Hearing to consider condemnation of property at 508 W 10th St and approval of Resolution 2679.

Explanation of Issue: On December 4, 2012 the City Commission approved Resolution 2676, setting a public hearing date to address the condemnation of the property on 508 W 10th St. Resolution 2676 was sent to the property owner of record and was published in The Daily Union on December 8, 2012. City Staff is requesting approval of Resolution 2679, to allow the property owners 120 days, by law, to repair or remove this structure. 120 days will be May 20, 2013. If the owner fails to commence the repair or remove the structure within this time, bids will be requested for the removal of this structure.

Budget Impact: If process continues, it is estimated to cost \$3,000.00 to demolish and clean up this structure. The project will be funded through Demolition Removal in the General Fund. \$2,500.00 was budgeted for 2012. If the Commission chooses to proceed with this and the other condemnations money will need to be allocated to this fund. With the 5 condemnation up for consideration it is estimated to cost about \$15,000.00 total. Costs will be billed to the property owner and will reimburse any charges to this account.

Alternatives: The Commission may approve, deny, or postpone this item.

Recommendation: Staff recommends approval of Resolution 2679, giving the property owners 120 days, by law, to repair or remove the structure at 508 W 10th St.

Suggested Motion:

Commissioner _____ moves to approve Resolution 2679 to give the property owners 120 days, by law, to repair or remove the structure at 508 W 10th St.

Commissioner _____ seconded the motion.

Enclosures: Resolution 2679, Demolition Evaluation Form

RESOLUTION NO. 2679

A RESOLUTION PURSUANT TO SECTION 560.050 OF THE CODE OF THE CITY OF JUNCTION CITY, KANSAS, FINDING A STRUCTURE TO BE UNSAFE AND DANGEROUS AND DIRECTING REPAIR OR REMOVAL OF THE DANGEROUS STRUCTURE.

WHEREAS, under the provision of Section 560.040 of the Code of the City of Junction City, Kansas, the Enforcing Officer of the City of Junction City, Kansas, has filed with the Governing Body of the City a statement in writing stating that a building commonly known as 508 W 10th St, Junction City, Kansas, and legally described as:

Lots 18 and 19, Block 22, Cuddy's Addition

is unsafe and/or dangerous, and

WHEREAS, the City has caused a search to be made of the records affecting the title to the real estate in the office of the Geary County Register of Deeds and has found that the owners and lienholders of record to the above described property are as follows:

Charles Cain, 508 W 10th St, Junction City, KS 66441

WHEREAS, the agents, if any, and occupants, if any, of the above described property are as follows:

Charles Cain, 508 W 10th St, Junction City, KS 66441

WHEREAS, the Governing Body did by Resolution 2676 designate January 15, 2013 at 7:00 p.m., in the City Commission Room of the Junction City Municipal Building, 700 North Jefferson, Junction City, Kansas, as the time and place in which the owners, their agents, any lienholders of record and any occupants of the building or structure could appear and show cause why the building or structure should not be condemned and ordered repaired or demolished, and

WHEREAS, Resolution 2676 was published on December 8, 2012 in the Junction City Daily Union, which is the official city newspaper, and

WHEREAS, a copy of Resolution 2676 was mailed by certified mail to each owner, agent, lienholder and occupant at his/her or its last known place of residence on December 6, 2012 which was within three (3) days after publication of said resolution, and,

WHEREAS, pursuant to Section 560.050 of the Code of the City of Junction City, Kansas, on January 15, 2013, the Governing Body of the City of Junction City held a public hearing pursuant to Resolution 2676. The Enforcing Officer, or his designated representative, Mark Karmann, appeared in person. _____ appeared for the owner. Thereupon, the Enforcing Officer, or designated representative,

Mark Karmann, presented evidence. _____ presented evidence for the owner.

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

1. The Governing Body finds that the Enforcing Officer and City Clerk have duly complied with all the legal requirements in regard notice and hereby approves and finds legally sufficient the legal publication and mailed notices required by Section 560.040 of the Code of the City of Junction City, Kansas.

2. The Governing Body finds that the building located on 508 W 10th St, is an unsafe and/or dangerous structure as defined in Section 560.020 of the Code of the City of Junction City, Kansas.

3. The Governing Body hereby orders that the owner be given until _____ to either repair the structure in accordance with applicable City Building Codes or to diligently prosecute or complete the removal of the structure on the above-described real estate. The Governing Body further orders that if said owner fails to commence the repair or remove of such structure within the time stated or fails to diligently prosecute the same until the work is completed, then in that event the Enforcing Officer is hereby authorized and directed to cause the structure to be repaired or razed and removed without further notice. The Enforcing Officer may invite bids for the removal of such building, negotiate the contract for its removal or cause the structure to be removed by city employees and personnel. In any event, the Enforcing Officer shall keep an account of the cost of such work and may sell the salvage from such structure and apply the proceeds or any necessary portion thereof to pay for the cost of removing said structure and for the cost of making the premises safe and secure and in full compliance with the provisions of Chapter 560 of the Code of the City of Junction City, Kansas. The Enforcing Officer shall follow the procedure in regard to this matter as set out in Chapter 560 of the Code of the City of Junction City, Kansas.

4. The City Clerk shall cause this Resolution to be published once in the official city newspaper and to be mailed by certified mail within three (3) days after its publication to each owner, agent, lienholder and occupant at his/her or its last know place of residence and shall be marked "deliver to addressee only."

PASSED AND ADOPTED THIS 15TH DAY OF JANUARY, 2013.

Pat Landes, Mayor

ATTEST:

Tyler Ficken, City Clerk
(SEAL)

CITY OF JUNCTION CITY BUILDING INSPECTION DEPARTMENT

PROPOSED DEMOLITION EVALUATION FORM

Property Address: 508 W 10th	Inspector: KARMANN	Inspection Date: 11/5/12
Legal Description: Cuddys Add Lots 18+19 BLK 22		Parcel I.D.: 031-111-02-0-40-22-014
Structure Use: SFD	SqFt Estimate # Rooms	Appraiser's Value: \$25,000
Property Owner:	Address: 508 W 10th	City/State/Zip: JUNCTION CITY, KS

INSTRUCTIONS: Using the numerical scale below, compare the condition of the structure being rated against the criteria listed for each factor. Select the number which best indicates your perception of that structure's condition on each of the criterion and circle it on the evaluation scale. A rate of (7) = Structure meets standard requirements, (4) = Satisfactory structure, (1) = Dangerous conditions which must receive immediate attention. After completing each factor, indicate a composite (overall) evaluation.

RATING: 7 = MEETS STANDARD REQUIREMENTS TO 1 = DANGEROUS CONDITIONS EXIST	RATE	COMMENTS
FACTOR 1: FOUNDATION <input type="checkbox"/> BASEMENT <input type="checkbox"/> POURED <input type="checkbox"/> BLOCK <input type="checkbox"/> STONE <input checked="" type="checkbox"/> SLAB <input checked="" type="checkbox"/> CRAWLER Deterioration, cracks, mortar missing, settling, caving in	3	FOUNDATION SETTLING, MORTAR MISSING, DETERIORATED
FACTOR 2: EXTERIOR WALLS/SIDING/BRICK Holes, missing siding pieces, termite damage, fasteners missing, water damage SIDING MATERIAL USED:	3	HOLES IN SIDING, MISSING PIECES, DETERIORATED
FACTOR 3: WINDOWS/DOORS Missing or broken, not securable (locks broken), won't open and/or close. Broken and/or rotted window or door frames. Termite damage. STORM WINDOWS & SCREENS? <input type="checkbox"/> YES <input type="checkbox"/> NO	2	BROKEN WINDOWS, DETERIORATED, NEED PAINT
FACTOR 4: ROOFING/SOFFITS/FACIA/STORM DRAINAGE Missing shingles, rotten or decayed decking materials, apparent leaks. Buckled soffits, missing pieces, no air vents, wood damaged. Facia missing or deteriorated, water damage ROOFING MATERIALS USED:	2	LARGE HOLE IN ROOF, NEEDS REPLACED, FACIA DETERIORATED
FACTOR 5: PORCHES/DECKS Wood: Leaks, holes in decking, deterioration, separation from structure, supporting members deteriorated, non-code materials used. Cement: Settled (crooked), cracked, broken pieces, pulled away from structure. CONSTRUCTION MATERIALS USED:	1	PORCH NEEDS TO BE TAKEN OFF AND REPLACED, ENTIRE ROOF IS DETERIORATED
FACTOR 6: ELECTRICAL SERVICE & INTERIOR WIRING Service: Undersized, not grounded, dangerous or unsafe wiring Interior: Exposed wiring, old-poorly insulated wiring, ungrounded plugs, not enough plugs, dangerous lighting fixtures SERVICE AMPERAGE:	4	SERVICE IS ON AND WORKING
FACTOR 7: PLUMBING - WATER SUPPLY & WASTEWATER Faucets leaking, improperly vented, fixtures don't function properly. Kitchen area must have sink, bathroom must have commode, lavatory and bathing facilities. Laundry hook-ups. Sewer gas smell. WATER PIPING MATERIALS:	4	HAS WATER SERVICE
FACTOR 8: MECHANICALS - HEAT & AIR CONDITIONING PLANTS Furnace covers in place, venting, functioning properly, thermostat. Register covers in place. Wall units in sleeping areas.	4	HAS GAS TO PROPERTY
COMPOSITE EVALUATION	RATE	
Add factor ratings 1 through 8 and divide by 8 to attain overall score.		
OTHER SUBSTANDARD HOUSING CONDITIONS		
HEALTH/SANITARY CONDITION	RATE	
Sewer cap in place. Apparent bug and/or rodent droppings. Possible lead paint. Leaking toilet seal. Stored boxes/bags allowing for rodent harborage. Strong pet odors.		
FLOOR COVERINGS	RATE	
Wood floors in rough splintered condition. Vinyl flooring has holes, coming apart at seams, or coming up from subfloor/underlayment. Ripped, loose, dirty/stained carpets. Pet odors.		
APPARENT FIRE HAZARDS/FIRE ALARMS	RATE	
Inoperable fire alarms. No fire alarms. Emergency exits blocked or inoperable. Faulty wiring. Faulty or dangerous heating plant. Improper vent spacing for furnace or water heater.		
IMPROPER OCCUPANCY	RATE	
Structure or portion thereof occupied for living, sleeping, cooking, or dining purposes which were not designed or intended to be used for such occupancies.		
PUBLIC NUISANCE/BLIGHT HISTORY - ATTACHED	RATE	









Backup material for agenda item:

- a. Consideration to appoint three Economic Development Advisory Board Members as City representatives..

City of Junction City

City Commission

Agenda Memo

January 15, 2013

From: Gerry Vernon, City Manager
To: City Commissioners
Subject: Economic Development Advisory Board Appointments

Objective: Appointment of three Economic Development Advisory Board Members as City representatives.

Explanation of Issue: The City Commission, County Commission, and Chamber of Commerce recently amended the Master Consolidation Agreement. Those amendments included a reduction in the number of members from eleven down to nine. To reestablish the new advisory board, the City Commission needs to appoint three new members with the following staggered terms: 1 –one- year term appointee; 1- two-year term appointee; and 1 – three-year term appointee.

The “new” advisory board is comprised of; one city commissioner, one county commissioner; three city representatives, three county representatives, and one chamber representative. Commissioner Aska is currently the appointed City Commissioner. The Chamber still has to appoint their representative.

Because of the down-sizing, Susan Jagerson polled the existing members to see which ones were interested in staying. Of those, the County recently appointed the following individuals:

Curtis Self – 1 year term
Gery Schoenrock – 2 year term
Rhonda Sharp – 3 year term

The remaining candidates are:

Ty Arneson
Leonetta Bibby
Alan Bontrager
Ben Kitchens
Leon Osbourn – (Mr. Osbourn is a former member that has expressed interest in returning.)
Other Candidates the Commission may want to appoint

Recommendation: Staff recommends a motion to appointment the 3 City representatives for staggered terms.

Suggested Motion: A motion to appoint the following members to act as City representatives on the Economic Development Advisory Board:

_____ as the one-year Representative

_____ as the two-year Representative

_____ as the three-year Representative

Backup material for agenda item:

- b. Consideration of an appointment to the Housing Authority Board.

City of Junction City

City Commission

Agenda Memo

January 8, 2013

From: Tyler Ficken, City Clerk
To: Gerry Vernon, City Manager
Subject: **Housing Authority board appointment**

Objective: To recommend a candidate for appointment to the Housing Authority Board.

Explanation of Issue: The Housing Authority Board is searching for board members. The City Clerk's office received the enclosed board interest form. Amanda Sims, Executive Director of the Housing Authority Board has requested additional appointments to the board. The appointment would expire on 6-30-2016.

Budge Impact: This action has no impact on the budget of either the Housing Authority Board or the City.

Alternatives: It appears that the City Commission has the following alternatives concerning the issues at hand. The Commission may:

1. Follow the recommendation and appoint Mike Heldstab.
2. Appoint a different candidate.
3. Table the request.

Recommendation: Staff recommends the appointment of Mike Heldstab

Suggested Motion: Appointment of Mike Heldstab to the Housing Authority Board for a term ending June 30, 2016.

Enclosures: Board Interest Sheet.

Housing Authority Board of Commissioners Interest Form

Name Mike Heldstab _____

Date 01/04/2013

Address 106 N. Jackson Junction City, KS

Telephone _____ (Home) _____ (Work) 785-209-1465 (Cell) _____ (Other)

Occupation Manager of Fort Riley Area Rentals, Property Management Company

The Junction City Housing Authority Board of Commissioners governs all business of the Junction City Housing Authority.

Following is a list of questions, which will allow the Mayor and City Commission to appoint the most qualified citizens to this Board. You are encouraged to attach to this Interest Form another sheet to respond to the questions below, if needed, and an Interest Letter.

- Please state why you are interested in serving on this Board.

I feel that I have the knowledge and experience to be an asset to the board. With my experience in the rental housing business, I have insight that could be helpful to the cause.

- Please specify what expertise, experience, and/or capabilities you would bring to this Board?

I have good communication and people skills and great experience involving residential property management.

- What would you like to accomplish while serving on this Board?

I would like to assist the board in making the JCHA run smooth and efficient. I aim to assist the board to improve services available to the community.

- How will you accomplish this?

I would accomplish this by working diligently with other board members, employees, and tenants of the housing authority.

- What other boards (city, county, school, hospital, etc.) are you currently serving on?

I am a board member of the Junction City Community Baseball Club, a non-profit organization.

- What other boards (city, county, school, hospital, etc.) have you served on in the past?

N/A

(Over)

Please return this Interest Form to: City Clerk's Office, Municipal Building, 700 N. Jefferson Street, Junction City, Kansas 66441.

When a vacancy on the Junction City Housing Authority Board of Commissioners occurs, the City Clerk will review the Interest Forms on file. If your form is selected, you will be contacted to confirm current interest in serving on this Board before an appointment is made. If you wish additional information, please contact the City Clerk's Office at 785-238-3103 or the Junction City Housing Authority Administrative Office at 785-238-5882.

THANK YOU FOR YOUR INTEREST IN SERVING THE CITY OF JUNCTION CITY!

Below is a description of the role of a Housing Commissioner:

- Maintain regular attendance at Board meetings and functions.
- Set policies that govern the operations and chart the direction of current and future programs.
- Provide leadership and advocate for public housing programs.
- Ensure proper reviews and audits are completed within HUD's regulations.
- Hire a qualified Executive Director to manage day to day operations.
- Ensure financial solvency through the Operating Budget and the establishment of policies to prevent fraud, abuse, mismanagement, and discrimination.
- Work with staff, residents, news media, federal, state, and local government officials, and the community.
- Maintain the highest standards regarding conflicts of interests, confidentiality, and ethics.



It is our policy to provide individuals with disabilities an equal opportunity to participate in, and enjoy the benefits of our services, programs and activities. In order for us to provide a reasonable accommodation, we ask that you request what assistance is desired by contacting the Junction City Housing Authority, 1202 Country Club Lane, Junction City, Kansas, 66441-3205, or call (785) 238-5882. We are here to help you.



Backup material for agenda item:

- a. Martin Luther King proclamation.

PROCLAMATION

WHEREAS; Dr. Martin Luther King Jr. dedicated his life's work to the civil rights movement throughout the 1950's and 1960's; and

WHEREAS; Dr. Martin Luther King Jr. led the effort that resulted in the Civil Rights Act of 1964; and

WHEREAS; Dr. Martin Luther King Jr.'s work led to the passage of the Voting Rights Act which guaranteed all citizens the right to vote, regardless of race; and

WHEREAS; Dr. Martin Luther King Jr.'s messages of activism, nonviolence and equality continue to resonate throughout our community and inspire the passionate and dedicated work of so many; and

WHEREAS; our community continues the work of Dr. Martin Luther King Jr. with the hope that "one day this nation will rise up and live out the true meaning of its creed: We hold these truths to be self evident; that all men are created equal."

NOW, THEREFORE, I, Pat Landes, Mayor of the City of Junction City, Geary County, Kansas ask all citizens of Junction City to honor the legacy of Dr. Martin Luther King, Jr.'s service through their own public service contributions.

GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS 15TH DAY OF JANUARY, 2013

Pat Landes, Mayor

Tyler Ficken, City Clerk

City of Junction City

City Commission

Agenda Memo

1-9-2013

From: Tyler Ficken, City Clerk
To: Gerry Vernon, City Manager
Subject: **Kansas Small Cities Program CDBG**

Objective: Consideration to submit application to the Kansas Small Cities Program CDBG for the property located at 617 N. Washington.

Explanation of Issue: At the December 18th City Commission meeting, the Commission expressed interest in perusing the CDBG grant for rehabilitation of 617 N. Washington. Susan Jagerson provided the attached grant documents for consideration and submission.

Budget Impact: None

Alternatives: It appears the Commission has the following alternatives concerning the issues at hand. The Commission may:

1. Approve submission of grant application submission.
2. Disapprove submission of grant application submission.

Enclosures: Grant application packet

Backup material for agenda item:

- a. Consideration to approve purchase option contract between the City and Gatherings on the Prairie, LLC.

City of Junction City

City Commission

Agenda Memo

January 15, 2013 Meeting Date

From: Katie Logan, City Attorney
To: City Commission & Gerry Vernon, City Manager
Subject: Consideration and Approval of Option Contract

Explanation of Issue: At its December 18 meeting, the City Commission approved in principal an option contract for the sale, at a nominal price of \$10, of the building owned by the City and located at 617 North Washington, in order to allow Gatherings on the Prairie, LLC, to apply for a community development block grant, to acquire and improve the building, and eventually expand its business at 615 North Washington into the 617 North Washington building. The City Attorney was directed to prepare a contract.

The attached contract is an Option Contract. The consideration is a nominal \$10. The Buyer, Gatherings on the Prairie, LLC, may exercise the option if a grant in the amount of \$250,000 is approved, and if the City determines that the Buyer will have sufficient funds, including the grant, to improve the Property and expand its retail establishment into the building at 617 North Washington. The Buyer is obligated to perform the improvements and expand into the building if the option is exercised.

The contract also includes an acknowledgment by Buyer of the condition of the property, that the property is being sold "as is," and Buyer releases and waives any claims against the City relating to the condition of the property.

Staff Recommendation: Approval of Option Contract

Alternatives:

1. Approve Option Contract
2. Disapprove Option Contract
3. Table the item.

Suggested Motions:

Move to approve Option Contract between the City and Gatherings on the Prairie, LLC

Attachments:

Option Contract

REAL ESTATE OPTION CONTRACT

THIS REAL ESTATE OPTION CONTRACT ("Option Contract") is made as of this January 15, 2013, by and between THE CITY OF JUNCTION CITY, KANSAS ("Seller") and GATHERINGS ON THE PRAIRIE, LLC, a Kansas limited liability company ("Buyer").

1. **Grant of Option.** Seller hereby grants to Buyer an option (the "Option") for the purchase of the building located at 617 N. Washington Street, Junction City, Kansas upon the terms and conditions set forth herein, legally described as:

[Need legal description]

All of the above is hereinafter collectively the "Property".

2. **Option Term.** The term of this Option shall commence on January 15, 2013 and expire on the earlier of the date that is sixty (60) days after funds are available under the "Grant" described here in, or at 5:00 P.M. on November 1, 2013 (the "Option Term").

3. **Contingent on CDBG Grant.** Seller is applying for a Community Development Block Grant in the amount of \$250,000 ("Grant") to be used by Buyer to improve the Property to a habitable condition so that Buyer may expand its existing business at 615 N. Washinton into the Property. It is anticipated notice regarding the Grant will be received by August 1, 2013. The obligations of Buyer and Seller hereunder are conditioned upon the receipt of the Grant, as well as the matters set forth in Section 10 hereof.

4. **Exercise of Option.** If the Grant is awarded, Buyer may exercise this Option at any time during the Option Term by delivering to Seller a written notice indicating Buyer's exercise of this Option ("Notice of Exercise"). Upon Seller's receipt of the Notice of Exercise, this Option Contract shall become an enforceable real estate contract in accordance with the full terms and provisions hereof. If Buyer fails to exercise this Option by the expiration of the Option Term, then this Option shall expire and Buyer shall have no further rights or obligations hereunder.

5. **Property Purchase Price.** If this Option is exercised, the total Purchase Price ("Purchase Price") for the Property shall be the nominal sum of \$10.00 Ten Dollars. At Closing, Buyer shall pay Seller the Purchase Price, subject to any adjustments described herein

6. **Prorations.** Seller shall pay all expenses (including any real estate taxes, if any) relating to the Property that become due prior to Closing. The following items shall be prorated between Seller and Buyer as of the Closing: all general state, county and local real estate taxes and installments of special assessments for the year of Closing on the basis of that year's (or, if the same are unavailable, the previous year's) tax and assessment figures.

7. **Inspections.** The Property is being sold AS IS. Buyer is familiar with the Property and acknowledges that the Property is currently uninhabitable with the following conditions: Water damage over a period of several years has damaged ceilings, walls, and floors. Electrical

wiring, plumbing, heat and air systems do not meet current code, therefor all new systems must be installed. Mold and asbestos remediation will be necessary throughout the building. Second floor and basement, if utilized as public space do not meet ADA standards. Bathroom and building entry also to not meet ADA standards. Buyer waives and releases any claims against the City relating to the condition of the Property. Buyer and Buyer's agents, contractors and employees shall have full access to the Property after execution of this Option Contract for the purpose of conducting any and all inspections and tests relating to the Property which Buyer deems necessary.

8. **Closing.** Subject to the conditions in Section 10 hereof, the Closing of this transaction (the "Closing") shall take place within thirty (30) days after an exercise of the Option by Buyer. At the Closing, Seller shall deliver a City Deed (the "Deed") conveying fee simple title in the Property to Buyer, subject to such exceptions as may be shown on any title insurance policy Buyer may elect to purchase, provided that all taxes for prior years shall be paid and the property shall not be subject to any liens. Buyer shall pay for recording the Deed and any mortgages or other security documents. Buyer may elect to purchase and Owner's Policy of Title Insurance, and may encumber the property with a mortgage after purchase. The premium for any Owner's Policy of Title Insurance and Loan Policy of Title Insurance, if any, shall be paid Buyer. Also, the Buyer shall pay any escrow closing fees through a title company.

9. **Possession.** Seller shall deliver possession of the Property to Buyer at Closing on the date the Deed is recorded.

10. **Conditions and Covenants to Survive Closing.** The grant by Seller of this Option is conditioned upon Buyer's ability and agreement to improve the Property in order to expand its existing retail business at 615 North Washington to the Property. The purpose of the Grant is to obtain a portion of the funds which will be required to make such improvements. If Buyer exercises the option to purchase, Buyer covenants to use the proceeds of the Grant, and other funds to be borrowed or contributed by Buyer, to improve the Property for the purpose of relocating Buyer's business. In exercising the Option, Buyer shall certify to the Seller in writing that Buyer has obtained financing or other sources of funds, in addition to the Grant, to perform such improvements and expand its business, and provide evidence to Seller of such financing or other source of funds. Seller shall determine the feasibility of Buyer performing this covenant and if Seller reasonably determines that Buyer does not have sufficient financing in addition to the Grant to improve the Property and expand its business to the Property, Seller may terminate this Option Contract. Buyer's covenant under this Section 10 shall survive the Closing.

11. **Default.**

(a) If Seller has performed its obligations under this Option Contract but Buyer defaults in performing its obligations under this Option Contract, then in such event Seller shall give Buyer written notice of the default. If the default is not cured by Buyer within thirty (30) days of the date of the notice, Seller shall have the right to cancel this Option Contract. In such event, Seller shall retain the Earnest Money same as liquidated damages as its sole and exclusive remedy and the parties shall have no further obligation to one another under this Option Contract.

(b) If Buyer has complied with its obligations under this Option Contract, and if at any time Seller defaults in the performance of its obligations under this Option Contract, then in such event Buyer shall give Seller written notice of the default. If Seller does not cure the default within thirty (30) days of the date of the notice, then Buyer shall have the right to cancel this Option Contract (in such event, the Earnest Money and Option Price shall be returned to Buyer) or Buyer may treat this Option Contract as operative and exercise its remedy of specific performance to purchase the Property in accordance with the terms of this Option Contract.

12. **Notices.** Any notices to be given either party shall be mailed by certified mail, postage prepaid, delivered by overnight express, or personally served. In the event of mailing, notices shall be deemed effective three days after posting; in the event of overnight delivery, notices shall be deemed effective on the next business day following deposit with the delivery service; in the event of personal service, notices shall be deemed effective when delivered.

All notices to Buyer shall be sent to:

Gatherings on the Prairie, LLC
615 North Washington,
Junction City, KS 66441

All notices to Seller shall be sent to:

The City of Junction City, Kansas City of
700 North Jefferson
Junction City, KS 66441
Attention: City Clerk

13. **Successors and Assigns.** This Contract shall bind the successors and assigns of the parties. Buyer shall be permitted to assign this Option Contract to an entity affiliated with Buyer.

14. **Miscellaneous.** Time is of the essence of this Option Contract. This Option Contract contains the entire agreement of the parties, and may be amended only by a further written document signed by each of the parties. If any provisions of this Option Contract are held invalid or unenforceable, the invalidity or unenforceability shall be limited to the provisions involved, and shall not affect the validity or enforceability of remaining provisions. The provisions of this Option Contract shall survive the Closing. The captions of the Sections of this Option Contract shall have no legal significance. The rule that a document is construed against the drafting party shall have no application to the interpretation of this Option Contract. This Option Contract shall be construed and governed under the laws of the State of Kansas.

15. **Counterpart Execution.** This Agreement may be executed in any number of duplicate counterparts. Each such duplicate counterpart, when signed and combined with other counterparts which have been signed by the other signatories, shall be deemed an original.

Intending this Option Contract to be fully binding upon them, the parties have executed this Option Contract the day and year above written.

SELLER: THE CITY OF JUNCTION CITY, KANSAS

By: _____
Pat Landes, Mayor

BUYER: GATHERINGS ON THE PRAIRIE, LLC

By: _____
Printed Name:
Printed Title:

Backup material for agenda item:

- b. Consideration to submit a CDBG Grant to the Kansas Department of Commerce (617. N. Washington).

City of Junction City

City Commission

Agenda Memo

1-9-2013

From: Tyler Ficken, City Clerk
To: Gerry Vernon, City Manager
Subject: Kansas Small Cities Program CDBG

Objective: Consideration to submit application to the Kansas Small Cities Program CDBG for the property located at 617 N. Washington.

Explanation of Issue: At the December 18th City Commission meeting, the Commission expressed interest in perusing the CDBG grant for rehabilitation of 617 N. Washington. Susan Jagerson provided the attached grant documents for consideration and submission.

Budget Impact: None

Alternatives: It appears the Commission has the following alternatives concerning the issues at hand. The Commission may:

1. Approve submission of grant application submission.
- or
2. Disapprove submission of grant application submission.

Enclosures: Grant application packet

Kansas Small Cities Program Community Development Block Grant 2013 Downtown Commercial Rehabilitation Application Summary	FOR COMMERCE USE ONLY Date Received: _____
--	--

1. **APPLICANT NAME (CITY)**
 Name: City of Junction City
 Address: 700 N Jefferson
 City, Zip: Junction City 66441
 County: Geary
 Telephone: 785-238-3103
 Fax: _____
 Chief Elected Official:
Mayor Pat Landes
 Population: 24,250

3. **APPLICATION PREPARER**
 Name: Junction City Area Chamber of Commerce
 Address: 222 W Sixth St
 City, Zip: Junction City 66441
 Telephone: 785-762-2632
 Fax: _____
 E-mail Address: susan.jagerson@junctioncitychambe

2. **SUB RECIPIENT (PROPERTY OWNER)**
 Name (entity): Gatherings on the Prairie, LLC
 Address: 615 N Washington
 City, Zip: Junction City, 66441
 Telephone: 785-238-7300
 Chief Official of Sub Recipient:
Rob Dudley

4. **PROJECT TYPE (MARK ONE)**
 Commercial Rehabilitation
 Historic Preservation

5. **CITIZEN PARTICIPATION**
 Date of Public Hearing: January 15, 2013
 Publication In: The Daily Union
 Date of Publication: January 5, 2013
 Affidavit of publication must be attached

6. **PROJECT DESCRIPTION OF PROPOSED ACTIVITIES**
Acquisition and renovation of neighboring vacant building for expansion of current retail operations to include removing trash and debris from the low level, restoring structural integrity, replacing ceilings and floors, fixing water damage from previous roof leaks, repairing walls, mold remediation, removing asbestos and lead paint, bringing electrical wiring and plumbing to code, replacing heating and air conditioning systems, and remodeling the bathroom and building entrance to meet ADA standards. Project is located in Junction City Downtown designated Historic District.

7. **PROPOSED FUNDING**

CDBG funds requested in this application: \$ 250,000

Funds to be supplied by other sources: A resolution or documentation of Commitment of Funds must be attached

Source	Contact Person	Telephone	Amount
a) <u>Private Funds</u>	<u>Rob Dudley</u>	<u>(785) 238-7300</u>	\$ <u>200,000</u>
b) _____	_____	<u>()</u>	\$ _____
c) Total funds supplied by other sources			\$ _____
d) Total project funding.			\$ <u>450,000</u>

8. **STATE REPRESENTATIVE**
 (Name): Allan Rothlisberg
 (District #): 65
STATE SENATOR
 (Name): Jeff Longbine
 (District #): 17

U.S. REPRESENTATIVE
 (Name): Tim Huelskamp
 (District #): 1

9. PROGRAM ADMINISTRATION

List previous CDBG projects and percent of completion:

	Year	Project Type	Percent Complete
(a)			
(b)			
(c)			
(d)			

The applicant certifies that the information contained in the Application Summary is true and correct and the document has been duly authorized by the governing body. The applicant agrees that, if approved, this with the attached Certifications will become a part of the agreement for activities and services authorized under the Housing and Community Development Act of 1974, as amended.

Typed Name and Title of Chief Elected Official:

Signature: _____ Date: _____
Typed Name: Pat Landes Title: Mayor

AFFIDAVIT OF PUBLICATION

DRAFT

STATE OF KANSAS
GEARY COUNTY

SS

Public Hearing

vs.

Tim Hobbs

, being first duly sworn,
deposes and says: That he is Publisher of

THE JUNCTION CITY DAILY UNION

a daily newspaper printed in the State of Kansas, and published in and of general circulation in Geary County, Kansas, with a general paid circulation of more than 6,000 on a daily basis in Geary County, Kansas, and that said newspaper is not a trade, religious or fraternal publication.

Said newspaper is a daily published at least 305 times a year; has been so published continuously and uninterruptedly in said county and state for a period of more than five years prior to the first publication of said notice; and has been admitted at the post office of Junction City in said County as second class matter.

That the attached notice is a true copy thereof and was published in the regular and entire issue of said newspaper for one consecutive day, the first (weeks, days) publication thereof being made as aforesaid on the 5th day of January, 2013, with subsequent publications being made on the following dates:

_____, 20____, 20____
_____, 20____, 20____
_____, 20____, 20____

[Handwritten signature]

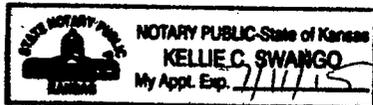
Subscribed and sworn to before me this _____ day of Jan

2013,
[Handwritten signature]
Notary Public

My Commission expires: _____

Printer's Fee \$ 41.71

Additional copies \$ _____



**Public Hearing Notice
Downtown Commercial
Rehabilitation Application**

The City of Junction City will hold a public hearing on Tuesday, January 15, 2013 at 7:00 p.m. in the Commission Room of the Municipal Building, 7th and Washington for the purpose of considering an application to be submitted to the Kansas Department of Commerce for Small Cities Community Development Block Grant funds under the Downtown Commercial Rehabilitation category. A specific project application to be discussed is the expansion of Gatherings on the Prairie to 617 N Washington that will consist of restoring structural integrity, repairing water damage, remediating mold and asbestos, bringing electrical wiring, plumbing, and heating and air conditioning systems to code, removing debris and complying to ADA standards of the bathroom and building entry. The estimated cost for the project is \$450,000 with the grant request for \$250,000 of the project cost. Other project proposals introduced at the hearing will be considered. Oral and written comments will be recorded and become part of the Junction City CDBG Citizen Participation Plan.

Reasonable accommodations will be made available to person with disabilities. Requests should be submitted to Tyler Ficken, City Clerk by January 11, 2013.

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1/5 2013

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STATEMENT OF ASSURANCES AND CERTIFICATIONS

The applicant hereby assures and certifies with respect to the grant that:

- (1) It possesses legal authority to make a grant submission and to execute a community development and housing program.
- (2) Its governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the grantee to submit the final statement, all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the grantee to act in connection with the submission of the final statement and to provide such additional information as may be required.
- (3) Prior to submission of its application to Commerce, the grantee has met the citizen participation requirements, prepared its application of community development objectives and projected use of funds, and made the application available to the public, as required by Section 104(a)(2) of the Housing and Community Development Act of 1974, as amended, and implemented at 24 CFR 570.486.
- (4) It has developed its final statement (application) of projected use of funds so as to give maximum feasible priority to activities which benefit low- and moderate-income families or aid in the prevention or elimination of slums or blight; the final statement (application) of projected use of funds may also include activities that the grantee certifies are designed to meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available.
- (5) Its chief executive officer or other officer of the grantee approved by Commerce:
 - (a) Consents to assume the status of a responsible federal official under the National Environmental Policy Act of 1969 and other provisions of federal law as specified in 24 CFR 58.1(a);
 - (b) Is authorized and consents on behalf of the grantee and himself/herself to accept the jurisdiction of the federal courts for the purpose of enforcement of his/her responsibilities as such an official; and
- (6) The grant will be conducted and administered in compliance with the following federal and state regulations (see Appendix A: Applicable Laws and Regulations):

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- (a) Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), and implementing regulations issued at 24 CFR Part 1;
- (b) Fair Housing Amendments Act of 1988, as amended, administering all programs and activities relating to housing and community development in a manner to affirmatively further fair housing; and will take action to affirmatively further fair housing in the sale or rental of housing, the financing of housing, and the provision of brokerage services;
- (c) Section 109 of the Housing and Community Development Act of 1974, as amended; and the regulations issued pursuant thereto (24 CFR Section 570.602);
- (d) Section 3 of the Housing and Urban Development Act of 1968, as amended; and implementing regulations at 24 CFR Part 135;
- (e) Executive Order 11246, as amended by Executive Orders 11375 and 12086 and implementing regulations issued at 41 CFR Chapter 60;
- (f) Executive Order 11063, as amended by Executive Order 12259 and implementing regulations at 24 CFR Part 107;
- (g) Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended and implementing regulations when published for effect;
- (h) The Age Discrimination Act of 1975, as amended, (Pub. L. 94-135), and implementing regulations when published for effect;
- (i) The relocation requirements of Title II and the acquisition requirements of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and the implementing regulations at 24 CFR 570.488;
- (j) Anti-displacement and relocation plan requirements of Section 104(d) of Title I, Housing and Community Development Act of 1974, as amended;
- (k) Relocation payment requirements of Section 105(a)(11) of Title I, Housing and Community Development Act of 1974, as amended.
- (l) The labor standards requirements as set forth in 24 CFR 570.603 and HUD regulations issued to implement such requirements;
- (m) Executive Order 11988 relating to the evaluation of flood hazards and Executive Order 11288 relating to the prevention, control, and abatement of water pollution;

- (n) The regulations, policies, guidelines and requirements of OMB Circular Nos. A-87, A-110 and A-122 as they relate to the acceptance and use of federal funds under this federally assisted program;
 - (o) The American Disabilities Act (ADA) (P.L. 101-336: 42 U.S.C. 12101) provides disabled people access to employment, public accommodations, public services, transportation, and telecommunications;
- (7) The conflict of interest provisions of 24 CFR 570.489 apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the state, or of a unit of general local government, or of any designated public agencies, or sub recipients which are receiving CDBG funds. None of these persons may obtain a financial interest or benefit from the activity, or have an interest or benefit from the activity, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter, and that it shall incorporate or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purpose of this certification;
 - (8) It will comply with the provisions of the Hatch Act that limits the political activity of employee;
 - (9) It will give the state, HUD, and the Comptroller General or any authorized representative access to and the right to examine all records, books, papers, or documents related to the grant;
 - (10) It will comply with the lead-based paint requirements of 24 CFR Part 35 Subpart B issued pursuant to the Lead-Based Paint Hazard Elimination Act (42 U.S.C. 4801 et seq.).
 - (11) The local government will not attempt to recover any capital costs of public improvements assisted in whole or in part with CDBG funds by assessing properties owned and occupied by low- and moderate-income persons unless: (a) CDBG funds are used to pay the proportion of such assessment that relates to non CDBG funding or; (b) the local government certifies to the state that, for the purposes of assessing properties owned and occupied by low- and moderate-income persons who are not very low-income, that the local government does not have sufficient CDBG funds to comply with the provision of (a) above.
 - (12) It accepts the terms, conditions, selection criteria, and procedures established by this program description and that it waives any right it may have to challenge the legitimacy and the propriety of these terms, conditions, criteria, and procedures in the event that its application is not selected for CDBG funding.
 - (13) It will comply with the regulations, policies, guidelines, and requirements with respect to the acceptance and use of federal funds for this federally assisted program.

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- (14) It will comply with all parts of Title I of the Housing and Community Development Act of 1974, as amended, which have not been cited previously as well as with other applicable laws.

The applicant hereby certifies that it will comply with the above stated assurances.

_____	_____
Signature, Chief Elected Official	Name (typed or printed)
_____	_____
Title	Date

To Whom It May Concern:

As Chief Elected Official of the City of Junction City, I hereby certify that I have knowledge of all activities in the above-referenced application. I also certify that I am aware that the regulations of the CDBG program prevent the use of any facility built or rehabilitated with CDBG funds, or any portion thereof, to be used for the conduct of official business. I therefore certify that no portion of the above application violates this regulation.

Mayor

ATTEST:

City Clerk

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PROJECT BUDGET FORM

ACTIVITY	CDBG FUNDS	OTHER FUNDS	SOURCE OF OTHER FUNDS	TOTAL COST
1. Administration				\$
2. Planning/Design				\$
3. Property Acquisition		10.00	Private	\$10.00
4. Building Rehabilitation				\$
a. Foundation				\$
b. Roof				\$
c. Exterior Walls				\$
d. Plumbing				\$
e. Electrical				\$
f. Asbestos				\$
g. Other Environmental Hazards				\$
5. Historic Preservation	N/A			\$0.00
a. Foundation				\$
b. Roof				\$
c. Exterior Walls				\$
d. Plumbing				\$
e. Electrical				\$
f. Asbestos & Other Environmental Hazards				\$
g. Interior Restoration				\$
6. Architectural Barrier Removal				\$
7. Inspection				\$
ALL ACTIVITIES TOTAL	\$	\$		\$450,000

Application Narratives

A. **Community Needs:** Junction City has been closely associated with the US Army since Ft. Riley, the home of the Army's First Division, was established in 1855. The military is the driving economic force in the area with nearly two billion dollars contributed to the economy of Geary County on a yearly basis. When the Department of Defense announced in 2005 the First Division would be coming back to Ft. Riley from being stationed in Germany since 1995, economic activity sky rocketed. The City assisted in that activity by encouraging and supporting through the issuance of bonds for benefit districts in multiple housing subdivisions. Over 3,000 residential lots were developed and several thousand apartment units were built. However the Iraq and Afghanistan wars prevented the full return of the soldiers and their families slowing demand for housing. Coupled with the housing bubble and the economic- downturn in 2008 and 2009, the City was left with a huge debt and over 2,000 vacant lots. The City has come back from the brink of financial collapse to boast a surplus and cash flow surpassing debt retirement needs. Over 100 new single family residences continue to be built each year with the majority selling to soldiers. The continued growth in housing adds to the tax base and gives some relief to the City's debt each year. Most of the new commercial real estate growth has been concentrated in the an area bounded by East Street on the east side, Washington on the west, Ash Street on the south and Chestnut on the north. Development has also occurred along the I-70 and K-77 corridor.

Junction City is now poised for economic growth, but has limited resources if asked to support it financially. The 2010 U.S. Census named Geary County where Junction City is located "one of the fastest growing counties in Kansas." Population is expected to increase 5.5% from 2011 to 2016, where the rest of the state and the Nation is projected to increase 0.5% according to an April 2012 ESRI report. There are new schools built or being built to alleviate overcrowding and upgrade outdated facilities. Single family residential housing is being constructed on an average of 110 homes per year. New parks are being developed and the community is currently participating in an effort to create regional indoor and outdoor organized sports facilities in the communities of Wamego, Manhattan and Junction City. Facilities such as Rolling Meadows Golf Course and C.L. Hoover Opera House have been renovated to meet the needs of a growing population. Milford Lake the area's largest destination attraction has seen a large increase in visitors leading to an increase in lodging and service facilities around the lake.

A street maintenance program is currently underway and some areas were changed to one directional to improve traffic flow and alleviate congestion in residential areas. The economic development commission is proactively working to bring jobs to the area and retain local dollars by improving shopping in the area. Several new retailers and professional service providers are slated to open in Junction City in the coming months as well as expansion of existing industries. The area has also seen a rise in enrollment at the Cloud County Community College Geary County campus and other post-secondary institutions serving the area.

B. Efforts of the Community to revitalize the historic Downtown Commercial District:

Junction City downtown Historic District was placed on the National Register of Historic Places in 2006. The historic district is approximately six blocks located between Franklin and Jefferson Streets and from 6th to 9th Streets. Including 617 N Washington Street where the project building is located. The majority of the buildings in this area were constructed from 1861–1956, with most of the earlier buildings being built from native limestone. Most of the properties feature decorative elements such as cut or tooled limestone, pressed metal cornices, metal window hoods and cast iron columns. The City received a CDBG grant in 2000 for approximately \$2.3 million for infrastructure, housing, and economic development. The City hired an architect to redesign downtown. Over 150 planters were replaced with kiosks that provided historical information, benches, bike racks and trees. The grant was also extended to business owners for restoration of buildings. 50 merchants took advantage of the opportunity to enhance the appearance of their storefronts.

In 2004 the landmark Bartell House Hotel built in 1879 was renovated from its dilapidated state to a thriving restaurant and senior citizen residence providing a cornerstone for the area. This project won several awards including the Ad Astra Award for Excellence and the Best Practice Award from the Department of Housing and Urban Development, Kansas City office. Across from the Bartell property is Heritage Park home of the Kansas Vietnam Memorial and other tributes to the Nations armed forces past and present. The C.L. Hoover Opera House underwent a \$7 million renovation to restore it to its prominence and now plays host to the towns many activities and cultural events. The Mayor's Task Force for Beautification was formed in 2005 to recapture the historic feel of the downtown district. A Historic Downtown District Reconnaissance Survey was completed by a Regional and Community Planning class from Kansas State University for the Junction City/Geary County Metropolitan Planning Commission in 2010. That survey showed that the city benefits greatly from the historic stock that has been maintained in the downtown district.

The current focus of revitalization of the area is seeking occupants for the vacant buildings. Several of the historic buildings require considerable renovation at an uneconomical cost. A vibrant downtown is vital to the community. Many of the downtown merchants have been in business for a long time and have a steady customer base from the local area and surrounding local communities. Junction City implemented a Neighborhood Revitalization Plan in 2002 that includes the downtown area. Several of the downtown merchants are purchasing neighboring buildings and remodeling to lease. A plan is being created to convert the upper floors of the downtown buildings into apartments to create an upmarket urban living environment. A grant program from local economic development funds is part of an initiative to encourage merchants to make aesthetic improvements to their store fronts.

New restaurants that have opened downtown in recent years have increased nightly traffic in the area and on any given evening there is abundant activity in the commercial district.

C. Scope of Work on Building and its Impact on Commercial District

The building located at 617 N Washington has been vacant for over 25 years. The building was purchased in 2007 by the City of Junction City. A court ordered appraisal of the building done at the time of purchase showed a need for remediation of mold, restoring structural integrity, repairing the roof, being brought to code for electrical, plumbing and gas compliance, and heating and air conditioner replacement. The City installed a new roof to stop water leakage, but due to lack of City financial resources nothing else was done to the building. The appraisal stated that the listed improvements would only restore the building to a hollow shell, no provisions were being considered for occupancy. The cost of repairs far exceeds the value of the building at this time. The Downtown Commercial Rehabilitation Grant will allow the City to sell the building to the owners of Gatherings on the Prairie the neighboring retail store. It is their intent to use the grant funds to assist in restoring the building to expand their current operations and increase the size of their sales floor. The scope of work for the project will include removing trash and debris from the lower level, mold remediation, removing asbestos and lead based paint, restoring structural integrity, replacing ceilings and flooring, fixing water damage from earlier roof leaks, bringing electrical wiring and plumbing to code, replacing heating and air conditioning systems, and remodeling the bathroom and building entrance to meet ADA standards.

The impact on the commercial downtown district would be tremendous. Gatherings is highly successful and brings in clientele from around the state and even locations as far away as California. The home décor and accessories store opened in September 2003 and each year sales have increased. This year has seen their largest growth ever and the need to expand is crucial. The owners live in Junction City and say their current location fits their business, but if unable to find a workable solution to their lack of floor space have indicated they would consider moving to Manhattan. This would have a huge negative impact on Junction City because the people who come to shop in Gatherings also visit other shops downtown and patronize local restaurants. They come for the shopping experience. Restoration of the building will improve the appearance of the area and assist with the City's attempts to retain the historic significance of the downtown and promote the district as a unique shopping destination. It will take a building that is currently not generating any income and put it back on the tax rolls for the City.

The building is uninhabitable and is in danger of collapsing if nothing is done. This would cause problems not only with that particular building, but with the cost of clean-up, the hole it would leave in the middle of the Junction City's Central Business District and damage to the neighboring occupied buildings with which it shares party walls and a staircase. Gatherings sells upscale products to a niche market. The status of the vacant building next door is often commented on by their customers. Restoration of 617 N Washington would only help the appearance of the area and improve the visual quality of the business and the community to residents and visitors. Being able to expand the business will allow Gatherings to increase their product offerings which in turn will generate more customers and increase sales for one of downtown's anchor establishments.

D. Financial Capacity and Business Experience Owner/Operator

Gatherings on the Prairie ended the 2102 fiscal year with its best performance since opening recording record sales and profits. Sales were up 17% for the period where national economies were struggling. This was a continuation of the pattern of sales and profits increasing annually since opening in 2003.

Prior to opening the store Rob Dudley served a combined 19 years as store manager and assistant manager for Walmart Stores. While at Walmart, Rob received multiple community involvement awards. After retiring from Walmart, Rob opened Gatherings on the Prairie, LLC in September, 2003. Gatherings has been recognized several times over the years: first, chosen as an Emerging Business of the Year by the Kansas Small Business Development Center and most recently being the featured retailer with a three page story in the December, 2011 issue of Romantic Homes Magazine, a national publication.

Rick Munson's experience in retail began as an original investor in Gatherings on the Prairie. Prior to the store opening, his business experience was as a licensed real estate professional and life-long farmer/stockman. Rick was awarded the Jaycee Kansas Outstanding Young Farmer of the year in 1987. Currently, Rick manages his 1000 plus acre farm and continues his involvement in real estate as a licensed realtor and co-owner and co-founder of the Century 21 Gold team Realtors in Junction City. The real estate office created in 2006 was the leading real estate company in the Junction City MLS in 2012 exceeding 21% of total market MLS production for the year. His retail knowledge has grown over the last ten years with his involvement in Gathering's business decisions, inventory buying, freight processing, building maintenance and customer service.

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E. Readiness to Proceed with Project

If awarded the funding for the project the owners of Gatherings of the Prairie are fully prepared to go ahead with the project. They have private resources in excess of the \$200,000 match to begin the renovation as soon as funding is granted. An option to purchase the property for \$10.00 contingent on receipt of the Downtown Commercial Rehabilitation Grant has been completed. Since the project will result in the expansion of a current business operation the business plan is in place for what has been a very successful retail store with an established clientele. The owners have a vested interest in going ahead with the restoration as soon as funding is received, if the timing permits they would like to have the new space opened for their seasonal Open House in September 2013.

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Business Plan

Gatherings on the Prairie Expansion

To be provided by Rob Dudley and Rick Munson

DRAFT

January 15, 2013

Terry Marlin
Kansas Department of Commerce
Community Development Block Grant
1000 SW Jackson Ste 100
Topeka KS 66612

Dear Mr. Marlin,

This letter is being submitted as our commitment to the project as applied for in the Commercial Rehabilitation grant. Pending the approval of the grant we have signed an option agreement with the City of Junction to purchase the property at 617 N Washington located in the Junction City downtown commercial district. It is our intent with funds received from the program to renovate the neighboring vacant building and expand the sales floor of our retail store. The project will entail complete restoration of the interior, mold remediation, structural repairs and bringing electrical, plumbing, gas and heating and air conditioning to compliance. The cost for purchasing the building from the City is \$10.00 and estimated cost for the project is \$450,000. \$250,000 of those funds is being requested from the Downtown Commercial Rehabilitation grant with the remaining \$200,000 provided as match by us, as owners of the business.

Our current business located at 615 N Washington Gatherings on the Prairie, LLC is a home décor and accessories store featuring unique items to fit any season. Since the store opened in 2003, sales have increased annually and merchandise offerings now exceed the available floor space. It is necessary for us to either move to a larger location or expand into the space next door to meet the needs of our regional clientele. At this time with the lack of local options available that fit our operations moving the store may require locating to another community. It is our preference to stay where we are at and acquire the neighboring property, but without assistance the cost to restore the property is prohibitive. If we receive the grant and depending on the date the funds are awarded we plan to have the renovation completed in time for our seasonal Open House in late September 2013. With the expansion of the business we will need to hire at least two additional clerks to manage the increased sales area.

Sincerely

Rob Dudley
Rick Munson
Owners, Gatherings on the Prairie, LLC

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Signed Cost Estimate

To be provided by Architect

DRAFT

Photos

To be provided by Architect

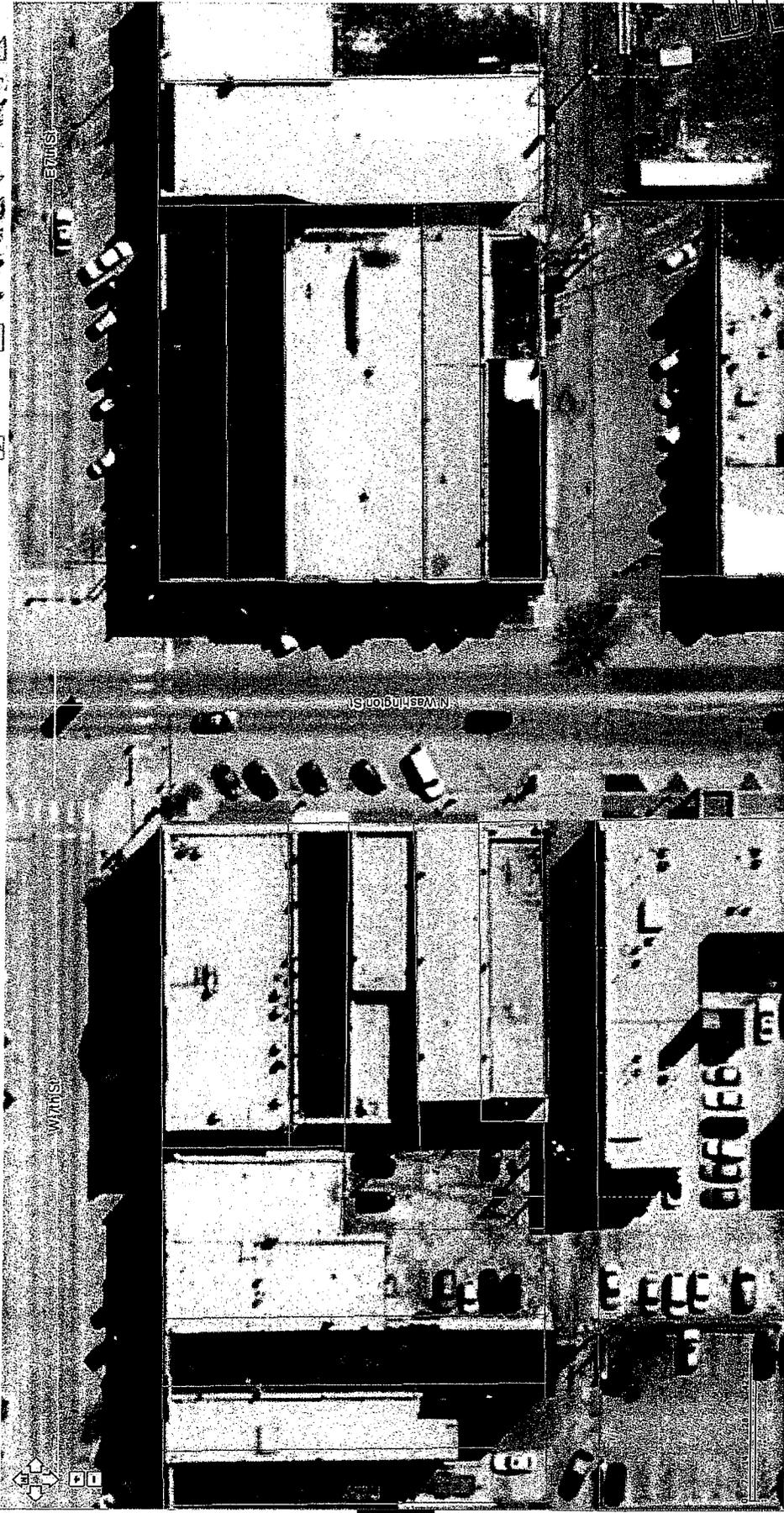
Geary County Local Government Information System

Welcome to Geary County, Kansas!

Welcome | Ready-to-Print Maps | Parcel Mapping | Parcel Search | Tax Search

Search for... ▾

Parcel Lookup ->



DRAFT

Geary County *Local Government* Information System

Welcome to Geary County, Kansas!

Welcome | Ready-to-Print Maps | Parcel Mapping | Parcel Search | Tax Search

Search for...

Parcel Lookup ->



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REAL ESTATE OPTION CONTRACT

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THIS REAL ESTATE OPTION CONTRACT ("Option Contract") is made as of this January 15, 2013, by and between THE CITY OF JUNCTION CITY, KANSAS ("Seller") and GATHERINGS ON THE PRAIRIE, LLC, a Kansas limited liability company ("Buyer").

1. **Grant of Option.** Seller hereby grants to Buyer an option (the "Option") for the purchase of the building located at 617 N. Washington Street, Junction City, Kansas upon the terms and conditions set forth herein, legally described as:

[Need legal description]

All of the above is hereinafter collectively the "Property".

2. **Option Term.** The term of this Option shall commence on January 15, 2013 and expire on the earlier of the date that is sixty (60) days after funds are available under the "Grant" described here in, or at 5:00 P.M. on November 1, 2013 (the "Option Term").

3. **Contingent on CDBG Grant.** Seller is applying for a Community Development Block Grant in the amount of \$250,000 ("Grant") to be used by Buyer to improve the Property to a habitable condition. It is anticipated notice regarding the Grant will be received by August 1, 2013. The obligations of Buyer and Seller hereunder are conditioned upon the receipt of the Grant, as well as the matters set forth in Section 10 hereof.

4. **Exercise of Option.** If the Grant is awarded, Buyer may exercise this Option at any time during the Option Term by delivering to Seller a written notice indicating Buyer's exercise of this Option ("Notice of Exercise"). Upon Seller's receipt of the Notice of Exercise, this Option Contract shall become an enforceable real estate contract in accordance with the full terms and provisions hereof. If Buyer fails to exercise this Option by the expiration of the Option Term, then this Option shall expire and Buyer shall have no further rights or obligations hereunder.

5. **Property Purchase Price.** If this Option is exercised, the total Purchase Price ("Purchase Price") for the Property shall be the nominal sum of \$10.00 Ten Dollars. At Closing, Buyer shall pay Seller the Purchase Price, subject to any adjustments described herein

6. **Prorations.** Seller shall pay all expenses (including any real estate taxes, if any) relating to the Property that become due prior to Closing. The following items shall be prorated between Seller and Buyer as of the Closing: all general state, county and local real estate taxes and installments of special assessments for the year of Closing on the basis of that year's (or, if the same are unavailable, the previous year's) tax and assessment figures.

7. **Inspections.** The Property is being sold AS IS. Buyer is familiar with the Property and acknowledges that the Property is currently uninhabitable with the following conditions: Water damage over a period of several years has damaged ceilings, walls, and floors. Electrical wiring, plumbing, heat and air systems do not meet current code, therefor all new systems must

be installed. Mold and asbestos remediation will be necessary throughout the building. Second floor and basement, if utilized as public space do not meet ADA standards. Bathroom and building entry also to not meet ADA standards. Buyer waives and releases any claims against the City relating to the condition of the Property. Buyer and Buyer's agents, contractors and employees shall have full access to the Property after execution of this Option Contract for the purpose of conducting any and all inspections and tests relating to the Property which Buyer deems necessary.

8. **Closing.** Subject to the conditions in Section 10 hereof, the Closing of this transaction (the "Closing") shall take place within thirty (30) days after an exercise of the Option by Buyer. At the Closing, Seller shall deliver a City Deed (the "Deed") conveying fee simple title in the Property to Buyer, subject to such exceptions as may be shown on any title insurance policy Buyer may elect to purchase, provided that all taxes for prior years shall be paid and the property shall not be subject to any liens. Buyer shall pay for recording the Deed and any mortgages or other security documents. Buyer may elect to purchase an Owner's Policy of Title Insurance, and may encumber the property with a mortgage after purchase. The premium for any Owner's Policy of Title Insurance and Loan Policy of Title Insurance, if any, shall be paid by Buyer. Also, the Buyer shall pay any escrow closing fees through a title company.

9. **Possession.** Seller shall deliver possession of the Property to Buyer at Closing on the date the Deed is recorded.

10. **Conditions and Covenants to Survive Closing.** The grant by Seller of this Option is conditioned upon Buyer's ability and agreement to improve the Property in order to relocate its existing retail business at 615 North Washington to the Property. The purpose of the Grant is to obtain a portion of the funds which will be required to make such improvements. If Buyer exercises the option to purchase, Buyer covenants to use the proceeds of the Grant, and other funds to be borrowed or contributed by Buyer, to improve the Property for the purpose of relocating Buyer's business. In exercising the Option, Buyer shall certify to the Seller in writing that Buyer has obtained financing or other sources of funds, in addition to the Grant, to perform such improvements and relocate its business, and provide evidence to Seller of such financing or other source of funds. Seller shall determine the feasibility of Buyer performing this covenant and if Seller reasonably determines that Buyer does not have sufficient financing in addition to the Grant to improve the Property and relocate its business to the Property, Seller may terminate this Option Contract. Buyer's covenant under this Section 10 shall survive the Closing.

11. **Default.**

(a) If Seller has performed its obligations under this Option Contract but Buyer defaults in performing its obligations under this Option Contract, then in such event Seller shall give Buyer written notice of the default. If the default is not cured by Buyer within thirty (30) days of the date of the notice, Seller shall have the right to cancel this Option Contract. In such event, Seller shall retain the Earnest Money same as liquidated damages as its sole and exclusive remedy and the parties shall have no further obligation to one another under this Option Contract.

(b) If Buyer has complied with its obligations under this Option Contract, and if at any time Seller defaults in the performance of its obligations under this Option Contract, then in such event Buyer shall give Seller written notice of the default. If Seller does not cure the default within thirty (30) days of the date of the notice, then Buyer shall have the right to cancel this Option Contract (in such event, the Earnest Money and Option Price shall be returned to Buyer) or Buyer may treat this Option Contract as operative and exercise its remedy of specific performance to purchase the Property in accordance with the terms of this Option Contract.

12. **Notices.** Any notices to be given either party shall be mailed by certified mail, postage prepaid, delivered by overnight express, or personally served. In the event of mailing, notices shall be deemed effective three days after posting; in the event of overnight delivery, notices shall be deemed effective on the next business day following deposit with the delivery service; in the event of personal service, notices shall be deemed effective when delivered.

All notices to Buyer shall be sent to:

Gatherings on the Prairie, LLC
615 North Washington,
Junction City, KS 66441

All notices to Seller shall be sent to:

The City of Junction City, Kansas City of
700 North Jefferson
Junction City, KS 66441
Attention: City Clerk

13. **Successors and Assigns.** This Contract shall bind the successors and assigns of the parties. Buyer shall be permitted to assign this Option Contract to an entity affiliated with Buyer.

14. **Miscellaneous.** Time is of the essence of this Option Contract. This Option Contract contains the entire agreement of the parties, and may be amended only by a further written document signed by each of the parties. If any provisions of this Option Contract are held invalid or unenforceable, the invalidity or unenforceability shall be limited to the provisions involved, and shall not affect the validity or enforceability of remaining provisions. The provisions of this Option Contract shall survive the Closing. The captions of the Sections of this Option Contract shall have no legal significance. The rule that a document is construed against the drafting party shall have no application to the interpretation of this Option Contract. This Option Contract shall be construed and governed under the laws of the State of Kansas.

15. **Counterpart Execution.** This Agreement may be executed in any number of duplicate counterparts. Each such duplicate counterpart, when signed and combined with other counterparts which have been signed by the other signatories, shall be deemed an original.

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Intending this Option Contract to be fully binding upon them, the parties have executed this Option Contract the day and year above written.

SELLER:

THE CITY OF JUNCTION CITY, KANSAS

By: _____
Pat Landes, Mayor

BUYER:

GATHERINGS ON THE PRAIRIE, LLC

By: _____
Printed Name:
Printed Title:

THE CITY OF JUNCTION CITY, KANSAS

RESOLUTION NO. 2681

RESOLUTION CERTIFYING LEGAL AUTHORITY TO APPLY FOR THE 2012
KANSAS SMALL CITIES COMMUNITY DEVELOPMENT BLOCK GRANT
PROGRAM
FROM THE KANSAS DEPARTMENT OF COMMERCE AND AUTHORIZING THE
MAYOR TO SIGN AND SUBMIT SUCH AN APPLICATION

WHEREAS, the City of Junction City, Kansas, is a legal governmental entity as provided by the laws of the STATE OF KANSAS, and

WHEREAS, the City of Junction City, Kansas, intends to submit an application for assistance from the 2012 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM.

THE APPLICANT hereby certifies that the City of Junction, Kansas, is a legal governmental entity under the status of the laws of the STATE OF KANSAS and thereby has the authority to apply for assistance from the 2012 KANSAS SMALL CITIES COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM.

THE APPLICANT hereby authorizes the MAYOR of Junction City, Kansas, to act as the applicant's official representative in signing and submitting an application for the assistance to the 2013 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM.

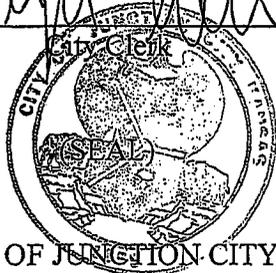
THE APPLICANT here by dedicates \$10,000 in cash funds toward this project and \$59,650 in in-kind material and/or labor for same.

APPROVED BY THE GOVERNING BODY OF THE CITY OF JUNCTION CITY, KANSAS,
this 18th day of December, 2012.

Pat Janda

MAYOR

ATTEST



THE CITY OF JUNCTION CITY, KANSAS

CITY OF JUNCTION CITY, KANSAS

RESOLUTION NO. 2682

**A RESOLUTION DECLARING A BUILDING BLIGHTED WITH
RESPECT TO THE KANSAS SMALL CITIES
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM**

WHEREAS, Congress recognized the prevention and elimination of slum and blight as a national objective under the Housing and Community Development Act of 1974; and

WHEREAS, The State of Kansas in its Urban Renewal Law of 1955 declared that the prevention and elimination of slums and blight is a matter of state policy and concern; and

WHEREAS, The City of Junction City wishes to stabilize and improve the economic viability of the downtown commercial district by encouraging private property owners to make improvements on existing blighted buildings; and

WHEREAS, 617 N. Washington is located within a Neighborhood Revitalization Program last amended on December 20, 2011 which encourages the redevelopment of blighted structures;

WHEREAS, The Kansas Department of Commerce has grant funds available through the CDBG Program to assist property owners in addressing deficiencies on blighted buildings in cooperation with the municipality; and

WHEREAS, Rick Munson & Rob Dudley, the owners of the building located at 617 N. Washington in the City of Junction City wishes to participate in the program.

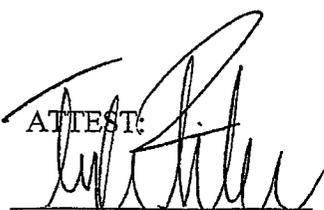
NOW, THEREFORE, BE IT RESOLVED THAT: The Governing Body of the City of Junction City, Kansas hereby declares that the above mentioned building is a blighted structure under the Kansas Urban Renewal Law and that it has the following conditions of blight, decay or environmental contamination:

Water damage over a period of several years has damaged ceilings, walls, and floors. Electrical wiring, plumbing, heat and air system do not meet current code, therefore, all new systems must be installed. Mold and asbestos remediation will be necessary throughout the building. Second floor and basement, if utilized as public space, does not meet ADA standards. Bathroom and building entry are also do not meet ADA standards.

and, FURTHERMORE these conditions are detrimental to the public health and safety.

ADOPTED BY THE GOVERNING BODY OF THE CITY OF JUNCTION CITY, KANSAS
THIS 18TH DAY OF DECEMBER 2012.

ATTEST:


Tyler Ficken, City Clerk




Pat Landes, Mayor

(Minimum required by all applicants for funding – must be submitted with application)

**Residential Anti-displacement and Relocation Assistance Plan
under Section 104(d) of the
Housing and Community Development Act of 1974, as Amended**

The jurisdiction will replace all occupied and vacant occupiable low- and moderate-income dwelling units demolished or converted to a use other than as low- moderate-income housing as a direct result of activities assisted with funds provided under the Housing and Community Development Act of 1974, as amended, as described in 24 CFR Part 570.488.

All replacement housing will be provided within three years of the commencement of the demolition or rehabilitation relating to conversion. Before obligating or expending funds that will directly result in such demolition or conversion, the [jurisdiction] will make public and submit to the Kansas Department of Commerce the following information in writing:

1. A description of the proposed assisted activity;
2. The general location on a map and approximate number of dwelling units by size (number of bedrooms) that will be demolished or converted to a use other than as low- and moderate-income dwelling units as a direct result of the assisted activity;
3. A time schedule for the commencement and completion of the demolition or conversion;
4. The general location on a map and approximate number of dwelling units by size (number of bedrooms) that will be provided as Section 104(d) replacement dwelling units;
5. The source of funding and a time schedule for the provision of Section 104(d) replacement dwelling units; and
6. The basis for concluding that each Section 104 (d) replacement dwelling unit will remain a low- and moderate-income dwelling unit for at least ten years from the date of initial occupancy.

The jurisdiction will provide relocation assistance, as described in Section 570.488 to each low- and moderate-income household displaced by the demolition of housing or by the conversion of a low- and moderate-income dwelling to another use as a direct result of assisted activities.

Consistent with the goals and objectives of activities assisted under the act, the jurisdiction will take the following steps to minimize the displacement of persons from their homes:

Based on initial review of project, the following occupied dwellings (by address) will be demolished with grant funds (should contain proposed demolitions):

NONE

As chief official of the jurisdiction, I hereby certify that the above plan was officially adopted by the jurisdiction of Junction City on the 15th day of Janaury, 2013.

Signature – Chief Elected Official	Junction City Jurisdiction	Date
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Instructions in General Application Requirements or Grantee Handbook

Applicant/Recipient Information

Indicate whether this is an Initial Report or an Update Report

1. Applicant/Recipient Name, Address, and Phone (include area code): City of Junction City, 700 N Jefferson (785) 238-3103	2. Social Security Number or Employer ID Number:
3. CDBG Grant Number:	4. Amount of HUD Assistance Requested/Received: 250,000
5. State the name and location (street address, City and State) of the project or activity: Downtown Commercial Rehabilitation (617 N Washington, Junction City KS)	

Part I Threshold Determinations.

1. Are you applying for assistance for a specific project or activity? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	2. Have you received or do you expect to receive assistance, involving the project or activity in this application, in excess of \$200,000 during this fiscal year. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
---	--

If you answered "No" to either question 1 or 2, **Stop!** You do not need to complete the remainder of this form. **However,** you must sign the certification at the end of the report.

Part II Other Government Assistance Provided or Requested / Expected Sources and Use of Funds.

Such assistance includes, but is not limited to, any grant, loan subsidy, guarantee, insurance, payment, credit, or tax benefit.

Department/State/Local Agency Name and Address	Type of Assistance	Amount Requested/Provided	Expected Uses of the Funds

(Note: Use Additional pages if necessary.)

Part III Interested Parties. You must disclose:

- All developers, contractors, or consultants involved in the application for the assistance or in the planning, development, or implementation of the project or activity and
- Any other person who has a financial interest in the project or activity for which the assistance is sought that exceeds \$50,000 or 10 percent of the assistance (whichever is lower).

Alphabetical list of all persons with a reportable financial interest in the project or activity (For individuals, give the last name first)	Social Security No. or Employee ID No.	Type of Participation in Project/Activity	Financial Interest in Project/Activity (\$ and %)
Dudley, Rob		Owner	
Munson, Rick		Owner	
Vernon, Gerry		Grantee	

(Note: Use Additional pages if necessary.)

Certification

Warning: If you knowingly make a false statement on this form, you may be subject to civil or criminal penalties under Section 1001 of Title 18 of the United States Code. In addition, any person who knowingly and materially violates any required disclosures of information, including intentional non-disclosure, is subject to civil money penalty not to exceed \$10,000 for each violation. I certify that this information is true and complete.

Signature: X	Date: (mm/dd/yyyy)
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Beneficiary Data:

To document compliance with Title VI of the Civil Rights Act of 1964, please provide the information in the space below.

Total Population of Applicant: 24,250

	Ethnicity Number				Ethnicity Number		
	Hispanic	Non-Hispanic	Total Population		Hispanic	Non-Hispanic	Total Population
White	<u>2011</u>	<u>12766</u>	<u>14777</u>	A	_____	<u>820</u>	_____
BAA	_____	<u>4569</u>	_____	A/W	_____	_____	_____
BAA/W	_____	_____	_____	AI/AN/BAA	_____	_____	_____
AI/AN	_____	<u>210</u>	_____	AI/AN/W	_____	_____	_____
NH/PI	_____	<u>85</u>	_____	Other	_____	<u>2343</u>	_____

Number of Persons with Disability _____

Female Head of Household _____

*BAA-Black African American; BAA/W-Black African American and White; AI/AN-American Indian or Alaskan Native; NH/PI-Native Hawaiian or Pacific Islander; A-Asian; A/W-Asian and White; AI/AN/BAA-American Indian or Alaskan Native and Black African American; AI/AN/W-American Indian or Alaskan Native and White

Backup material for agenda item:

- c. Consideration of agreements concerning the Flint Hills Metropolitan Planning Organization.

City of Junction City

City Commission

Agenda Memo

January 15, 2013

From: Gerry Vernon, City Manager
To: City Commission
Subject: MPO Formation Agreements

Objective: Approval of Resolution # 2683 that authorizes the Mayor to execute the Flint Hills Metropolitan Planning Organization Designation Agreement and Fiscal Agreement.

Explanation of Issue: The MPO Interim Policy Board has met several times to develop the necessary committees and supporting documents for the formation of the permanent MPO. The Commission met on January 8th, 2013 in a special workshop as presented by Stephanie Watts, KDOT Transportation Planner.

The Designation Agreement and Fiscal Agreement are the critical documents for the formation of the MPO and they are to be formally considered by all participants by the end of the month. The current status is as follows:

Manhattan – January 15th or January 29th

Pottawatomie County has already signed the agreement

Riley County – January 10th

Geary County – January 14th

Budget Impact: The expenditures will be annually be programmed out of the Special Highway Fund. According to the fiscal agreement, with 26.7% of the MPA population, Junction City will be responsible for the following annual budget expenditures:

2013 - \$6997.92

2014 - \$54,973.49

2015 - \$53,416.28

2016 – 10,688.67

2017 - \$7,746.86

Alternatives: The Commission may approve, deny, or postpone action on this item.

Recommended Motion – Staff recommends a motion to approve Resolution #2683 that authorizes the Mayor to execute the MPO Designation and Fiscal Agreements.

RESOLUTION R-2683

**RESOLUTION OF INTENT OF THE CITY OF JUNCTION CITY,
KANSAS TO ENTER INTO THE DESIGNATION AGREEMENT AND
FISCAL AGREEMENTS ASSOCIATED WITH THE FLINT HILLS
METROPOLITAN PLANNING ORGANIZATION.**

WHEREAS, federal law requires a continuous, comprehensive and cooperative transportation planning process (3-C process) to be undertaken in urbanized areas with populations greater than fifty-thousand persons; and

WHEREAS, the City of Manhattan was directed in 2012 to create a Metropolitan Planning Organization (MPO) containing the Manhattan urbanized area to carry out a continuous and comprehensive transportation planning process in cooperation with the Kansas Department of Transportation; and

WHEREAS, the Kansas Interlocal Cooperation Act, K.S.A. 12-2901, et seq., enables local governmental units and state agencies to enter into cooperative agreements on a basis of mutual advantage, and the Parties desire to enter into this Agreement pursuant to said act; and

WHEREAS, Kansas law, K.S.A. 68-402, enables the Secretary of Transportation to perform all acts required of a state agency to obtain all benefits of federal transportation legislation; and

WHEREAS, Riley County, Pottawatomie County, Geary County, the City of Manhattan, the City of Junction City, and the Kansas Department of Transportation desire to designate the Flint Hills MPOs as the MPO for the Manhattan urbanized area.

**BE IT RESOLVED BY THE GOVERNING BODY OF CITY OF JUNCTION CITY,
KANSAS:**

Section 1. The Mayor and City Clerk are authorized and directed to execute the Designation Agreement as necessary for the formation of the Flint Hills Metropolitan Planning Organization.

Section 2. The Mayor and City Clerk are furthermore authorized and directed to execute the Fiscal Agreement as necessary to fund the Flint Hill Metropolitan Planning Organization.

ADOPTED by the Governing Body of the City of Junction City, Kansas on July 3, 2012.

Pat Landes, Mayor

Attest:

Tyler Ficken, City Clerk

.

**Flint Hills Metropolitan Planning Organization
DESIGNATION AGREEMENT
FOR COOPERATIVE TRANSPORTATION PLANNING**

This Flint Hills Metropolitan Planning Organization Designation Agreement for Cooperative Transportation Planning (this Agreement) is entered into by and among the Kansas Department of Transportation (KDOT), the City of Manhattan, Riley County, Pottawatomie County, City of Junction City and Geary County (collectively referred to as the "Parties"), effective as of the _____ day of _____, 2013.

WHEREAS, federal law requires a continuous, comprehensive and cooperative transportation planning process (3-C process) to be undertaken in urbanized areas with populations greater than fifty-thousand persons; and

WHEREAS, the City of Manhattan was directed in 2012 to create a Metropolitan Planning Organization (MPO) containing the Manhattan urbanized area to carry out a continuous and comprehensive transportation planning process in cooperation with the Kansas Department of Transportation; and

WHEREAS, in 2013 the Governor of Kansas designated the Flint Hills Metropolitan Planning Organization (Flint Hills MPO) for the Manhattan urbanized area; and

WHEREAS, the Kansas Interlocal Cooperation Act, K.S.A. 12-2901, *et seq.*, enables local governmental units and state agencies to enter into cooperative agreements on a basis of mutual advantage, and the Parties desire to enter into this Agreement pursuant to said act; and

WHEREAS, Kansas law, K.S.A. 68-402, enables the Secretary of Transportation to perform all acts required of a state agency to obtain all benefits of federal transportation legislation; and

WHEREAS, Riley County, Pottawatomie County, Geary County, the City of Manhattan, the City of Junction City, and the Kansas Department of Transportation desire to designate the Flint Hills MPO as the MPO for the Manhattan urbanized area.

NOW THEREFORE BE IT MUTUALLY AGREED:

1. Pursuant to 23 C.F.R. § 450.310(h) the Secretary of the Kansas Department of Transportation **(the Governor's designee for Title 23 matters), Riley County, Pottawatomie County, the City of Manhattan (Central City), the City of Junction City, and Geary County,** which are the affected

local units of government representing at least 75% of the entire population in the Metropolitan Planning Area (MPA) boundary, agree to and hereby designate the Flint Hills Area Metropolitan Planning Organization (Flint Hills MPO) as the MPO for the Manhattan urbanized area. The Parties further desire to create the Flint Hills MPO Transportation Policy Board (Board) as the governing body of the Flint Hills MPO. The Parties hereby establish the MPA boundary as described on Exhibit A, attached hereto and incorporated herein by reference. Subject to the approval of the Governor of Kansas or designee, the Board shall have the authority to modify and amend the MPA boundary pursuant to the procedures established in the *Transportation Policy Board Bylaws* to reflect urbanized growth over the course of time and when so modified and amended it shall be deemed to replace Exhibit A without written amendment to this Agreement.

2. This Agreement shall remain in effect as long as federal law requires the designation of MPOs to carry out metropolitan transportation planning activities under 23 U.S.C. § 134, or until superseded by a new designation agreement per 23 C.F.R. § 450.310(f), or as otherwise provided by law.
3. The Flint Hills MPO shall be a separate legal entity, with the power to sue or be sued, to enter into contracts, to hold title to real and personal property, to have and use a corporate seal, and to do all other acts reasonably necessary to carry out the purposes of this Agreement. The Parties shall not be deemed to have any legal relationship to the Flint Hills MPO nor any responsibility for the actions, or omissions, of the Flint Hills MPO.
4. The Flint Hills MPO shall be governed by the Board, and the voting members of the Board, to serve as the forum for cooperative decision-making, shall include:
 - a. 1 City of Manhattan Commissioner as selected by a majority vote of the City Commission at a regularly scheduled meeting, to serve at the pleasure of the City Commission;
 - b. 1 Riley County Commissioner as selected by a majority vote of the County Commission at a regularly scheduled meeting, to serve at the pleasure of the County Commission;
 - c. 1 Pottawatomie County Commissioner as selected by a majority vote of the County Commission at a regularly scheduled meeting, to serve at the pleasure of the County Commission;
 - d. 1 City of Junction City Commissioner as selected by a majority vote of the City Commission at a regularly scheduled meeting, to serve at the pleasure of the City Commission;
 - e. 1 Geary County Commissioner as selected by a majority vote of the County Commission at a regularly scheduled meeting, to serve at the pleasure of the County Commission;
 - f. 1 representative from KDOT as appointed by the Secretary of Transportation, to serve at the pleasure of the Secretary; and,
5. The non-voting members of the Board shall include:
 - a. 1 representative from the Federal Highway Administration (FHWA) Kansas Division Office selected by the Division Administrator;

- b. 1 representative from the Federal Transit Administration (FTA) Region 7 Office selected by the Regional Administrator; and
 - c. 1 representative from Fort Riley selected by the Garrison Commander.
 - d. 1 representative from any voting local jurisdiction, as identified in paragraph 4 above, determined by the Board to be a non-contributing member pursuant to the Fiscal Agreement.
6. Actions of the Board regarding financial decisions shall be governed by the following:
- a. All budget-related decisions regarding MPO core work products (those activities required by federal law or the activities that support the development of those products) using the Jurisdictions' local match, shall be subject to the following:
 - 1) These actions shall require approval by a 2/3 vote of the total votes of the Board; and,
 - 2) The votes of the Board members shall be weighted, as follows:
 - a) The City of Manhattan representative shall have three (3) votes;
 - b) The City of Junction City representative shall have two (2) votes; and
 - c) All other representatives shall have one (1) vote.
 - b. Financial decisions relating to non-core work products, which are activities that are elective and are not needed to complete the MPO core work products, shall be subject to the following:
 - 1) These actions shall require approval by a 7/9 vote of the total votes of the Board; and,
 - 2) The votes of the Board members shall be weighted as set forth above.
7. In addition to the appointment of the individual to serve as a member of the Board, each of the above jurisdictions may also appoint an individual to serve as an alternate member and such person shall so serve whenever the primary appointment is unable to be present at meetings.
8. As per 23 C.F.R. § 450.310(l), any revisions to the composition of the Board, which do not make a substantial change in the proportion of voting members on the Board, may be incorporated into the bylaws.
9. The purpose of this Agreement is for cooperative decision-making regarding transportation planning for the MPA boundary in accordance with 23 U.S.C. § 134.
10. The manner of financing for the activities authorized under this Agreement is through the reimbursement by KDOT of Federal planning funds for the federal share of authorized Unified Planning Work Program expenditures, with the balance (the nonfederal share) to be provided for by the other parties to this Agreement (the **"Locals"**) **as described in a separate Fiscal**

Agreement. Local assessments for Flint Hills MPO operations and activities will be provided to Flint Hills MPO by the Locals based on the Fiscal Agreement between Flint Hills MPO and the Locals. In the case of any conflict between this Designation Agreement and the Fiscal Agreement, this Designation Agreement will control.

11. The Board shall be responsible for the preparation of an annual Unified Planning Work Program and budget for the Flint Hills MPO, based on the financing provided in paragraph 10. Any change regarding the budget or expenditure of Flint Hills MPO funds shall be approved by the Board in accordance with the Fiscal Agreement.
12. The membership of the Board and any of its sub-committees will be reviewed following the adoption of any new federal transportation legislation and following any changes to the MPA boundary.
13. The staff services of Flint Hills MPO, as provided for in the annual Unified Planning Work Program shall be performed by the Flint Hills MPO staff under the direction of the Board. The Flint Hills MPO shall be solely responsible for the hiring, retention, supervision, discipline, training, termination, acts and omissions of its staff. The Board may choose to provide such services through a contractual relationship with the Flint Hills Regional Council or other independent agency.
14. The Board may designate a Fiscal Agent and through a separate agreement with the Fiscal Agent identify the financial, operational, and administrative responsibilities of both Flint Hills MPO and the Fiscal Agent.
15. The Board shall approve all bylaws governing the Flint Hills MPO operations to carry out the transportation planning requirements. This includes the bylaws for the Board as well as its subcommittees. Bylaws for the Board shall be created and approved by the Board within six (6) months of the enactment of this Agreement. Those bylaws shall specify Board meeting requirements, formation process for Flint Hills MPO subcommittees, and other items needed to assist the Flint Hills MPO with carrying out the 3-C (continuing, comprehensive, cooperative) regional transportation planning process. All bylaws approved by the Board are to be consistent with this Agreement. Until such time as bylaws for the Board are approved, the KDOT representative on the Board shall serve as Chairman and manage the Board meetings.
16. The Board shall enter into such agreements on behalf of the Flint Hills MPO with any entities as are necessary to carry out required transportation planning processes, subject to its approved budget and available funding.
17. It is further understood that this Agreement shall be binding upon the Secretary of Transportation, the City of Manhattan, Riley County, Pottawatomie County, Geary County, and the City of Junction City and their successors in office.
18. This Agreement is not intended to create any substantive rights or responsibilities for anyone, whether or not a party to this Agreement, over and above those created and conferred by federal or state law.
19. Upon the Effective Date, this Agreement shall remain in effect as long as federal law requires the designation of an MPO to carry out metropolitan planning activities under 23 U.S.C. § 134,

or until superseded by a redesignation agreement, or upon revocation by the Parties in accordance with the method described in 23 C.F.R. § 450.310, or as otherwise provided by law.

20. Upon any future redesignation of a new MPO, any property owned by the Flint Hills MPO shall be transferred to the new MPO. Upon revocation of the designation, any property owned by the Flint Hills MPO will be disposed of in accordance with federal law when applicable or as otherwise agreed to by the Parties to this Agreement.
21. Each of the Parties to this Agreement represents and warrants they have authority to execute this agreement. This Agreement may be executed in two or more counterparts, and each executed counterpart shall be effective as a complete document.
22. The Parties shall execute this Agreement and submit it to the Attorney General of the State of Kansas for approval. Thereafter, the Parties shall file an original of this Agreement with the Register of Deeds of Riley County, Kansas; Register of Deeds of Pottawatomie County, Kansas; and Register of Deeds of Geary County, Kansas; and thereafter, with the Secretary of State, all in accordance with K.S.A. 12-2904 and 12-2905, and amendments thereto. This Agreement shall become effective upon the earlier of the approval of the Attorney General or, if not sooner disapproved, 90 days after submission to the Attorney General, and that date shall be inserted **on page 1 of this Agreement (the "Effective Date")**.

(This space is intentionally left blank.)

IN WITNESS WHEREOF, the Cities, Counties, and KDOT have caused this Agreement to be signed, on this and following pages, their duly authorized officers.

APPROVED THIS _____ DAY OF _____ 2013, BY THE KANSAS DEPARTMENT OF TRANSPORTATION

Michael S. King
Secretary of Transportation
Kansas Department of Transportation

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APPROVED THIS _____ DAY OF _____ 2013, BY THE GOVERNING BODY OF THE CITY OF MANHATTAN, KANSAS

Name (Printed): _____
Mayor
City of Manhattan

APPROVED AS TO FORM:

ATTEST:

Name (Printed): _____
City Attorney

Name (Printed): _____
City Clerk

(This space is intentionally left blank.)

APPROVED THIS _____ DAY OF _____ 2013, BY THE BOARD OF COUNTY COMMISSIONERS OF RILEY COUNTY, KANSAS

Name (Printed): _____
Chairman
Riley County Board of County Commissioners

APPROVED AS TO FORM:

ATTEST:

Name (Printed): _____
County Counselor

Name (Printed): _____
County Clerk

(This space is intentionally left blank.)

APPROVED THIS _____ DAY OF _____ 2013, BY THE BOARD OF COUNTY COMMISSIONERS OF POTTAWATOMIE COUNTY, KANSAS

Name (Printed): _____
Chairman
Pottawatomie County Board of County Commissioners

APPROVED AS TO FORM:

ATTEST:

Name (Printed): _____
County Counselor

Name (Printed): _____
County Clerk

(This space is intentionally left blank.)

APPROVED THIS _____ DAY OF _____ 2013, BY THE BOARD OF COUNTY COMMISSIONERS OF GEARY COUNTY, KANSAS

Name (Printed): _____
Chairman
Geary County Board of County Commissioners

APPROVED AS TO FORM:

ATTEST:

Name (Printed): _____
County Counselor

Name (Printed): _____
County Clerk

(This space is intentionally left blank.)

APPROVED THIS _____ DAY OF _____ 2013, BY THE GOVERNING BODY OF THE CITY OF JUNCTION CITY, KANSAS

Name (Printed): _____
Mayor
City of Junction City

APPROVED AS TO FORM:

ATTEST:

Name (Printed): _____
City Attorney

Name (Printed): _____
City Clerk

(This space is intentionally left blank.)

APPROVED PURSUANT TO K.S.A. 12-2904

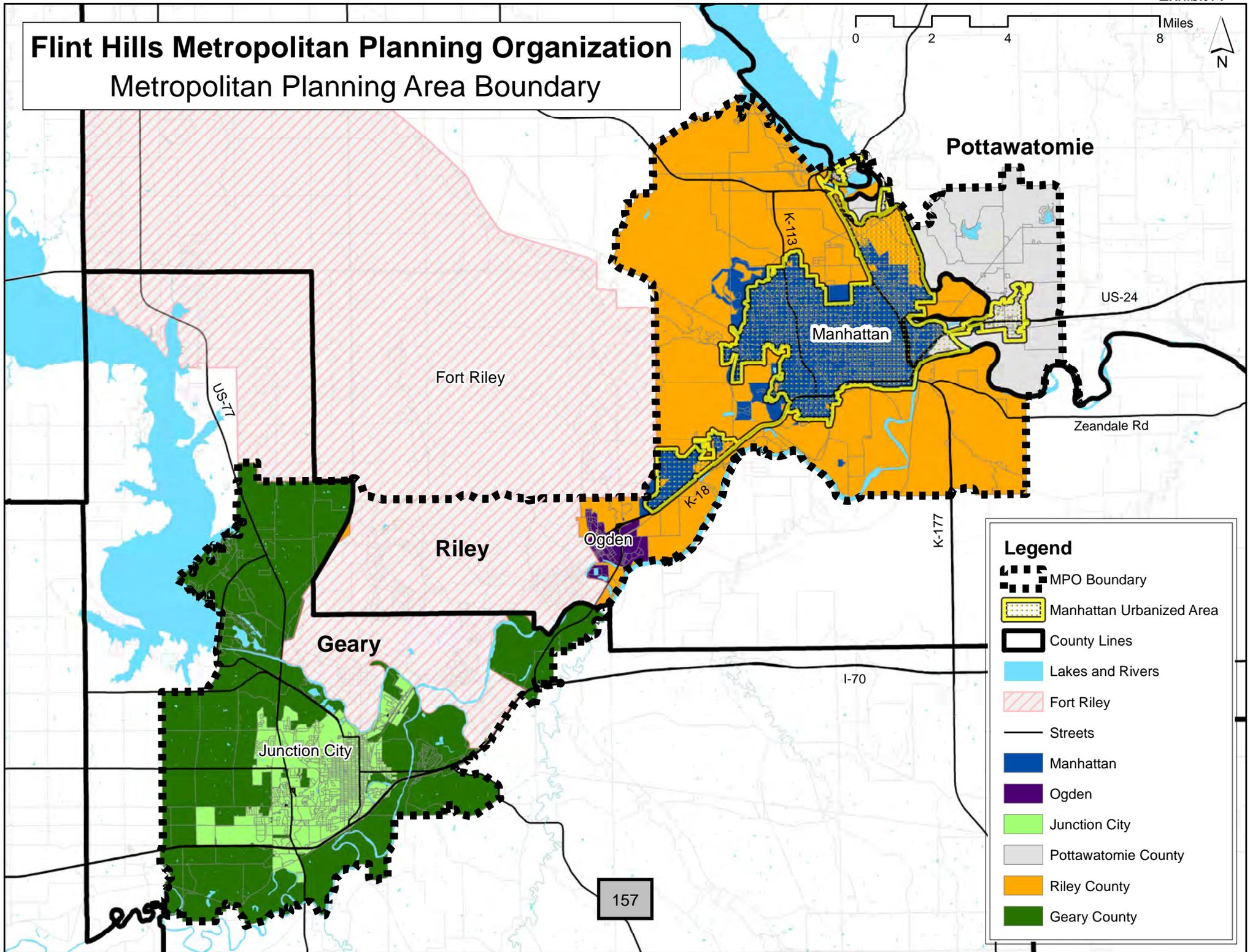
(date)

OFFICE OF THE ATTORNEY GENERAL OF THE STATE OF KANSAS

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Flint Hills Metropolitan Planning Organization Metropolitan Planning Area Boundary

0 2 4 8 Miles



Legend

-  MPO Boundary
-  Manhattan Urbanized Area
-  County Lines
-  Lakes and Rivers
-  Fort Riley
-  Streets
-  Manhattan
-  Ogden
-  Junction City
-  Pottawatomie County
-  Riley County
-  Geary County

157

**FISCAL AGREEMENT
BETWEEN THE FLINT HILLS METROPOLITAN PLANNING ORGANIZATION AND
ITS MEMBER JURISDICTIONS**

THIS FISCAL AGREEMENT (the “Agreement”) is hereby entered into this _____ day of _____, 2013, by and among the Flint Hills Metropolitan Planning Organization (hereinafter called the “MPO”), and by MPO Member Jurisdictions, City of Manhattan, Kansas, Riley County, Kansas, Pottawatomie County, Kansas, City of Junction City, Kansas and Geary County, Kansas (hereinafter called “Jurisdictions”) (jointly called the Parties).

WHEREAS, The MPO is the designated Metropolitan Planning Organization for the Manhattan urbanized area and is responsible for the continuing, cooperative, and comprehensive transportation planning process mandated by federal law and state regulations; and

WHEREAS, The MPO is a legally independent government entity distinct from any of its Jurisdictions and is governed by the Transportation Policy Board (hereinafter called the “Board”); and

WHEREAS, the MPO receives operating assistance through federal transportation planning funds identified annually in a Consolidated Planning Grant Agreement (CPG) between the MPO and the Kansas Department of Transportation (KDOT) which requires a local match to access such funds; and

WHEREAS, The MPO wishes to obtain certain financial support from its Jurisdictions in providing local match and to supplement the operations of the MPO, when necessary; and

WHEREAS, the Jurisdictions agree to provide local, non-federal funding to the MPO to meet the local match requirement for federal transportation planning funds identified in the CPG Agreement and to, as may be needed from time to time, supplement deficiencies in annual operating expenses experienced by the MPO, and

WHEREAS, the MPO will annually adopt a Unified Planning Work Program (UPWP) that budgets the amount of CPG funds and local match funds that will be utilized during the calendar year.

NOW, THEREFORE, be it declared that the purpose of this Agreement is to define the financial contributions provided to the MPO by the participating Member Jurisdictions and to act as the Fiscal Agreement identified in the Flint Hills Metropolitan Planning Organization Designation Agreement for Cooperative Transportation Planning (the “Designation Agreement”).

Article 1 FINANCIAL/IN-KIND CONTRIBUTIONS

- a. The Jurisdictions agree to make financial contributions to the MPO, sufficient to satisfy the MPO's UPWP, after taking into consideration any funds the MPO receives from KDOT pursuant to the CPG. The portion of the total contribution applicable to each member jurisdiction shall be based upon the portion of that Jurisdiction's population within census blocks in the Metropolitan Planning Area ("MPA"), as compared to the total population of the census blocks in the MPA as defined within the Designation Agreement (the "Funding Formula"). Currently, those percentages are, as follows: Manhattan—60%; Junction City—27%; Pottawatomie County—3%; Riley County—7%; and, Geary County—4%. Those percentages shall be modified upon any changes to the MPA and/or the release of new decennial census counts from the U. S. Census Bureau.
- b. In 2013, upon adoption of the UPWP, the MPO shall invoice each Jurisdiction for the local match amount that each Jurisdiction is responsible for providing to the MPO. Each Jurisdiction shall pay the local match in full within 30 days of receipt of the invoice from the MPO. In subsequent years, the MPO shall, on or before June 1 of each year, provide to each of the Jurisdictions, its maximum UPWP budget estimate for the following year, the amount of funds expected to be received through the Consolidated Planning Grant, and the estimated maximum amount of local match contributions provided by the Jurisdictions for the following year. The MPO shall, on or before January 1 of each year, provide each Jurisdiction with the final UPWP for that year, and shall invoice each Jurisdiction for the final amount of the Jurisdiction's contribution for that year, provided that the final amount of the Jurisdiction's contribution shall not exceed the prior June 1 estimate.
- c. Each Jurisdiction shall pay its applicable contribution to the MPO in two equal semi-annual installments, due on or before April 1 and September 1. Full and on-time payment of the required contribution will keep the Jurisdiction in Good Standing with the MPO, and will entitle the Jurisdiction to the full benefits and privileges of that standing. Failure to make full and on-time payments will result in that Jurisdiction being declared not in Good Standing and any such Jurisdiction shall lose voting privileges on the Board and have its locally funded projects not included in the program of prioritized transportation projects and initiatives, as adopted by the MPO, and which contain all regionally significant and federally funded projects (the "TIP"). The MPO shall take whatever action is necessary to enforce this provision.
- d. In addition, if a Jurisdiction remains without Good Standing for two, or more, consecutive years, the MPO, with the Governor's consent, shall redesignate the MPO to remove such Jurisdiction from the MPA boundary and the MPO, except no Jurisdiction may be so removed if such removal would cause the MPO to fall out of compliance with federal law. Any Jurisdiction that is not in Good Standing will not be reinstated with Good Standing until it has brought all required contributions current.

- e. In lieu of required financial contributions, any Jurisdiction may make “in-kind” contributions, subject to the following:
 - i. No “in-kind” contribution shall cause the Jurisdiction’s financial contributions to fall below the required cash local match;
 - ii. No “in-kind” contribution shall cause the MPO to realize a shortfall in cash needed to meet the UPWP;
 - iii. The contributing Jurisdiction must certify the value of its “in-kind” contribution and the MPO must agree with such value.

Article 3 PAYMENTS

The MPO shall designate a Fiscal Agent to function as an official depository for the receipt, deposit, and disbursement of MPO, state, federal, local, and other funds entrusted to the MPO; to solicit and receive funds from Jurisdictions as per this agreement; to provide for a fiscal accounting and record system; and to provide for an annual audit thereof.

All contributions required hereunder will be made payable to the MPO for deposit to a segregated account attributable and accountable to only the Board as governing body of the MPO and will be administered by the Fiscal Agent. The Board will have the sole authority to release any and all funds from this account.

The MPO will retain any surplus funds and or any interest earned and accrued on the balances of the MPO account. The Board shall apply surplus funds and the interest earned to offset funding requirements for the Jurisdictions in future UPWPs, in proportional amounts according to the Funding Formula.

Article 4 DURATION AND TERMINATION

This Agreement shall commence on the date parties have signed the Agreement and shall remain in effect until such time it is revised or superseded by a new Agreement or in the event that the MPO no longer serves in the capacity of the Metropolitan Planning Organization for the Manhattan urbanized area.

If the MPO is dissolved, all local match cash on hand that was contributed by the Jurisdictions will be returned to the Jurisdictions within 30 days of the dissolution of the MPO, in proportional amounts according to the Funding Formula.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed, on this and following pages, their duly authorized officers.

APPROVED THIS _____ DAY OF _____ 2013, BY THE FLINT HILLS METROPOLITAN PLANNING ORGANIZATION

[name]
Chair
Flint Hills Metropolitan Planning Organization Policy Board

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APPROVED THIS _____ DAY OF _____ 2012, BY THE GOVERNING BODY OF
THE CITY OF MANHATTAN, KANSAS

[name]
Mayor
City of Manhattan

APPROVED AS TO FORM:

ATTEST:

[name]
City Attorney

[name]
City Clerk

(This space is intentionally left blank.)

APPROVED THIS _____ DAY OF _____ 2012, BY THE BOARD OF COUNTY COMMISSIONERS OF RILEY COUNTY, KANSAS

[name]
Chairman
Riley County Board of County Commissioners

APPROVED AS TO FORM:

ATTEST:

[name]
County Counselor

[name]
County Clerk

(This space is intentionally left blank.)

APPROVED THIS _____ DAY OF _____ 2012, BY THE BOARD OF COUNTY COMMISSIONERS OF POTTAWATOMIE COUNTY, KANSAS

[name]
Chairman
Pottawatomie County Board of County Commissioners

APPROVED AS TO FORM:

ATTEST:

[name]
County Counselor

[name]
County Clerk

(This space is intentionally left blank.)

APPROVED THIS _____ DAY OF _____ 2012, BY THE BOARD OF COUNTY COMMISSIONERS OF GEARY COUNTY, KANSAS

[name]
Chairman
Geary County Board of County Commissioners

APPROVED AS TO FORM:

ATTEST:

[name]
County Counselor

[name]
County Clerk

(This space is intentionally left blank.)

APPROVED THIS _____ DAY OF _____ 2012, BY THE GOVERNING BODY OF
THE CITY OF JUNCTION CITY, KANSAS

[name]
Mayor
City of Junction City

APPROVED AS TO FORM:

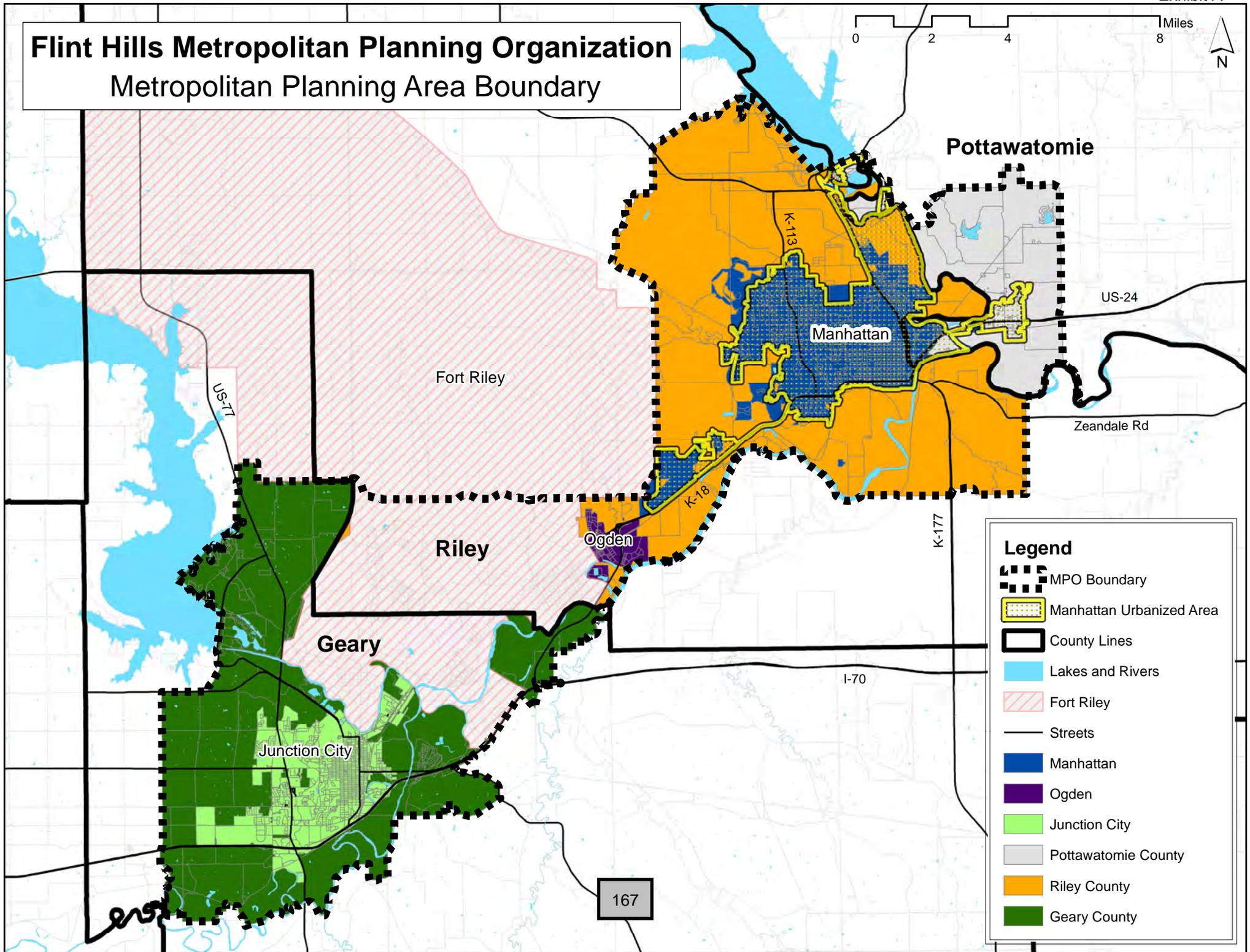
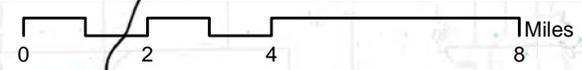
ATTEST:

[name]
City Attorney

[name]
City Clerk

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Flint Hills Metropolitan Planning Organization Metropolitan Planning Area Boundary



Legend

- MPO Boundary
- Manhattan Urbanized Area
- County Lines
- Lakes and Rivers
- Fort Riley
- Streets
- Manhattan
- Ogden
- Junction City
- Pottawatomie County
- Riley County
- Geary County

Pottawatomie

US-24

Zeandale Rd

Manhattan

Fort Riley

Riley

Ogden

Geary

Junction City

I-70

167

US-11

K-113

K-18

K-177

Description	Flint Hills MPO				
	2013	2014	2015	2016	2017
Salaries and Benefits	\$105,108	\$135,547	\$130,534	\$133,145	\$135,808
Transportation Planner (W&B)	\$63,060	\$84,080	\$85,762	\$87,477	\$89,226
MPO Director (W&B)	\$28,683	\$35,108	\$28,087	\$28,648	\$29,221
Administrative Assistant (W&B)	\$13,365	\$16,359	\$16,686	\$17,020	\$17,360
Operational Expenses	\$14,700	\$9,000	\$13,000	\$8,000	\$8,000
Telephone/Internet Service	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000
Postage	\$500	\$500	\$500	\$500	\$500
Advertising	\$500	\$1,000	\$1,000	\$500	\$500
Computer Hardware	\$5,000	\$0	\$0	\$0	\$0
Software*	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000
Printing and Photocopying Services	\$200	\$1,000	\$5,000	\$500	\$500
Office Equipment	\$2,000	\$0	\$0	\$0	\$0
Office Supplies	\$250	\$250	\$250	\$250	\$250
Misc Goods	\$250	\$250	\$250	\$250	\$250
Travel and Training	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000
Consultant Services	\$11,000	\$276,000	\$216,000	\$1,000	\$1,000
Independent Legal Services**	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000
Travel Demand Model (TDM)***	\$10,000	\$200,000	\$90,000	\$0	\$0
On-Call Modeling****	\$0	\$0	\$0	\$0	\$0
Metropolitan Transportation Plan	\$0	\$75,000	\$125,000	\$0	\$0
TOTAL	\$130,808	\$420,547	\$359,534	\$142,145	\$144,808

*The Software expenses will depend on which programs MPO Staff is running.

**The MPO is not required to have legal council. A local jurisdiction may also provide this service in-kind.

***KDOT has offered to provide approximately \$100,000 worth of work in developing the TDM.

****KDOT will assistance for the first few years with annual updates of the TDM given there isn't an unreasonable amount of work.

SUMMARIES	2013	2014	2015	2016	2017
	Proposed	Proposed	Proposed	Proposed	Proposed
***TOTAL MPO EXPENDITURES	\$ 130,808	\$ 420,547	\$ 359,534	\$ 142,145	\$ 144,808
CPG Carryover Balance from Previous Year	\$ -	\$ 55,191	\$ -	\$ -	\$ 46,122
Consolidated Planning Grant (Federal Share 80%)	\$ 159,838	\$ 159,838	\$ 159,838	\$ 159,838	\$ 159,838
Local Match Required (20%) based on Expend	\$ 26,162	\$ 39,960	\$ 39,960	\$ 39,960	\$ 28,962
Unspent Federal Funds	\$ 55,191	\$ -	\$ -	\$ 46,122	\$ 90,114
Additional Local Funds Needed	\$ -	\$ 165,558	\$ 159,737	\$ -	\$ -

Jurisdiction	% of MPA Population	2013 Proposed	2014 Proposed	2015 Proposed	2016 Proposed	2017 Proposed	Total Contribution	Avg/Year
Manhattan	59.9%	\$15,666.44	\$123,070.66	\$119,584.49	\$23,929.01	\$17,343.11	\$299,593.73	\$59,918.75
Junction City	26.7%	\$6,997.92	\$54,973.49	\$53,416.28	\$10,688.67	\$7,746.86	\$133,823.23	\$26,764.65
Pottawatomie County	3.1%	\$814.77	\$6,400.59	\$6,219.28	\$1,244.49	\$901.97	\$15,581.10	\$3,116.22
Riley County	6.7%	\$1,750.60	\$13,752.20	\$13,362.65	\$2,673.88	\$1,937.96	\$33,477.30	\$6,695.46
Geary County	3.6%	\$931.94	\$7,321.01	\$7,113.63	\$1,423.45	\$1,031.68	\$17,821.70	\$3,564.34
TOTAL	100%	\$26,161.68	\$205,517.95	\$199,696.34	\$39,959.50	\$28,961.58	\$500,297.05	\$100,059.41

		Flint Hills MPO 2013 UPWP Budget		
UPWP Task/Sub-Task	Description	Total CPG Project	Funding Sources	
			CPG Funded Activities Federal CPG funds + local match	Non-CPG Funded Activities Federal, State or Locally funded
1.0	MPO Support and Administration	\$ 82,972.36	\$ 82,972.36	
1.1	General Program Administration	\$ 54,644.67	\$ 54,644.67	
	Salaries and Benefits (S&B)	\$ 39,944.67	\$ 39,944.67	
	Total Operating Expenses	\$ 14,700.00	\$ 14,700.00	
	Telephone/Internet Service	\$ 1,000.00	\$ 1,000.00	
	Postage	\$ 500.00	\$ 500.00	
	Advertising	\$ 500.00	\$ 500.00	
	Computer Hardware	\$ 5,000.00	\$ 5,000.00	
	Software	\$ 2,000.00	\$ 2,000.00	
	Printing and Photocopying Services	\$ 200.00	\$ 200.00	
	Office Equipment (furniture)	\$ 2,000.00	\$ 2,000.00	
	Office Supplies	\$ 250.00	\$ 250.00	
	Misc Goods	\$ 250.00	\$ 250.00	
	Mileage Reimbursement	\$ 2,000.00	\$ 2,000.00	
	Consultant Services: Independent Legal Services	\$ 1,000.00	\$ 1,000.00	
1.2	UPWP and Budget (S&B)	\$ 12,042.67	\$ 12,042.67	
1.3	TPB and TAC Meeting Support (S&B)	\$ 12,132.01	\$ 12,132.01	
1.4	Professional Development, Education, and Training	\$ 4,153.00	\$ 4,153.00	
	Salaries and Benefits	\$ 3,153.00	\$ 3,153.00	
	Travel and Training Expenses	\$ 1,000.00	\$ 1,000.00	
2.0	Public Involvement (Salaries and Benefits)	\$ 15,765.02	\$ 15,765.02	
3.0	Long Range Planning (Salaries and Benefits)	\$ 19,459.01	\$ 19,459.01	
3.1	Travel Demand Model	\$ 19,459.01	\$ 19,459.01	
	Salaries and Benefits	\$ 9,459.01	\$ 9,459.01	
	Consultant Services: Travel Demand Model	\$ 10,000.00	\$ 10,000.00	
4.0	Transportation Improvement Program (TIP) (S&B)	\$ 12,612.01	\$ 12,612.01	
	TOTAL	\$ 130,808.39	\$ 130,808.39	

Total 2013 UPWP Funding Breakout	Cash Outlay for Eligible Costs Incurred		
	Federal Funds	Local Funds	Total
CPG Project	\$104,646.71	\$26,161.68	\$130,808.39
Non-CPG Funding	\$0.00	\$0.00	\$0.00
UPWP Total	\$104,646.71	\$26,161.68	\$130,808.39

Flint Hills MPO

2013 UPWP		MPO Planner (100%)			MPO Director (25%)			Administrative Assistant (30%)			Total		
		Hours	Percentage of Time	Dollar Amount (S&B)	Hours	Percentage of Time	Dollar Amount (S&B)	Hours	Percentage of Time	Dollar Amount (S&B)	Hours	Percentage of Time	Dollar Amount (S&B)
1.0	MPO Support and Administration	624	40%	\$25,224	433	100%	\$28,683	520	100%	\$13,365	1577	63%	\$67,272
1.1	General Program Administration	156	10%	\$6,306	347	80%	\$22,947	416	80%	\$10,692	919	37%	\$39,945
1.2	UPWP and Budget (S&B)	156	10%	\$6,306	87	20%	\$5,737	0	0%	\$0	243	10%	\$12,043
1.3	TPB and TAC Meeting Support (S&B)	234	15%	\$9,459	0	0%	\$0	104	20%	\$2,673	338	13%	\$12,132
1.4	Professional Development, Education, and Training	78	5%	\$3,153	0	0%	\$0	0	0%	\$0	78	3%	\$3,153
2.0	Public Involvement (Salaries and Benefits)	390	25%	\$15,765	0	0%	\$0	0	0%	\$0	390	16%	\$15,765
3.0	Long Range Planning (Salaries and Benefits)	234	15%	\$9,459	0	0%	\$0	0	0%	\$0	234	9%	\$9,459
3.1	Travel Demand Model	234	15%	\$9,459	0	0%	\$0	0	0%	\$0	234	9%	\$9,459
4.0	Transportation Improvement Program (TIP) (S&B)	312	20%	\$12,612	0	0%	\$0	0	0%	\$0	312	12%	\$12,612
Total		1560	100%	\$63,060	433	100%	\$28,683	520	100%	\$13,365	2513	100%	\$105,108

MPO Definitions

*The items underlined are work products the MPO is responsible for completing.

Adjusted urban area boundary (UAB): the census-defined urban area boundary (UAB) identifies the urbanized area. The MPO and KDOT will work together to adjust the UAB to create more a definable urbanized area boundary. The adjusted UAB is used for functional classification and Highway Performance Monitoring System (HPMS) reporting purposes. It is ultimately approved by the MPO, KDOT and the Federal Highway Administration (FHWA).

Annual Report: At the end of each calendar year, the MPOs provide KDOT with an Annual Performance and Expenditures Report summarizing the progress made on all activities outlined in the Unified Planning Work Program.

Annual Listing of Obligated Projects: this document provides an annual report of the federal funds obligated to projects in the MPO areas during the prior federal fiscal year.

Consolidated Planning Grant (CPG): The CPG is comprised of Planning (PL) funds from the Federal Highway Administration and 5303 funds from the Federal Transit Administration. KDOT distributes the CPG funds to the MPOs by formula. The CPG funds are to be used for planning purposes and require a 20% local match.

Cooperative agreement: The MPO, KDOT and local transit provider are required to develop a cooperative agreement to determine each agency's roles and responsibilities in carrying out the MPO planning process.

Coordinated Public Transit-Human Services Transportation Plan (CPT-HSTP): CPT-HSTP identifies the transportation needs of individuals with disabilities, older adults, and people with low incomes, provides strategies for meeting these needs, and prioritizes transportation services for funding and implementation. This plan must be in place in order to expend Job Access Reverse Commute, (JARC, 5316), New Freedom (NF, 5317) funds, and FTA Section 5310 funds. It varies, but some MPOs take the lead on this while other MPOs serve as partners and the Coordinated Transportation District (CTD) takes the lead.

Designation agreement: An agreement between the Governor and local jurisdictions representing at least 75% of the MPO area, including the largest city. This agreement creates the MPO and identifies the policy making body.

Environmental Justice (EJ) analysis: Environmental Justice Executive Order 12898, *Federal Actions to Address Environmental Justice (EJ) in Minority and Low-Income Populations*, is intended to ensure that communities of concern (defined as minority populations and low-income populations) are included in the transportation planning process, and to ensure that they may benefit equally from the

transportation system without a disproportionate share of its burdens. This analysis is completed with the TIP.

Federal fiscal year (FFY): October 1st–September 30th

Intelligent transportation systems (ITS) architecture: a regional ITS architecture must be developed for areas planning to deploy ITS projects. The ITS architecture should provide a specific structure for facilitating institutional agreement and technical integration for the implementation of ITS projects in the region.

Limited English Proficiency (LEP) plan: Under Title VI of the Civil Rights Act of 1964, individuals who do not speak English as their primary language or who have limited ability to read, speak or understand English can be considered Limited English Proficient (LEP). The LEP Plan identifies reasonable steps the MPO can or will make to ensure LEP persons have meaningful access to the MPO's programs and activities.

Metropolitan planning area (MPA): Determined between the MPO and Governor. At a minimum it must include the urban area boundary (UAB) plus the contiguous area expected to become urbanized within the next 20 years. This is the MPO's boundary.

Metropolitan Planning Organization (MPO): the forum for cooperative transportation decision making for the metropolitan planning area (MPA). Any urbanized area over 50,000 in population is required to create an MPO. The Flint Hills MPO is the designated MPO for the greater Manhattan urbanized area.

Metropolitan Transportation Plan (MTP): A long-range, multimodal plan outlining the region's transportation system goals and priorities over the next 20 years. Contains a fiscally constrained financial plan including a list of projects likely to be implemented within the lifetime of the MTP. The MTP is updated every 5 years.

Public participation plan (PPP): defines the goals, objectives, strategies, and methods that the MPO will use to engage, inform, and request participation by the public. This outlines the amount of time various documents are required to be out for public comment and addresses how the MPO will respond to public comments. This is reviewed and updated at least every 5 years (prior to the MTP).

Urban area boundary (UAB): The census-defines the urban area boundary based on a set of criteria. The UAB serves as the area that at minimum must be contained within the MPA boundary.

Regionally significant project means a project (other than projects that may be grouped in the STIP/TIP pursuant to § 450.216 and § 450.324) that is on a facility which serves regional transportation needs (such as access to and from the area outside of the region, major activity centers in the region, major planned developments such as new retail malls, sports complexes, etc., or transportation terminals as well as most terminals themselves) and would normally be included in the modeling of a metropolitan area's transportation network, including, as a minimum, all principal arterial highways and all fixed guide way transit facilities that offer a significant alternative to regional highway travel.

Statewide Transportation Improvement Program (STIP): a staged, multiyear, statewide, intermodal program of transportation projects that is consistent with the statewide transportation plan and planning processes and metropolitan plans, TIP and processes.

Technical Advisory Committee (TAC): a staff level committee which serves an advisory role for the Transportation Policy Board (TPB). The TAC makes recommendations to the TPB and handles issues more technical in nature.

Title VI: Title VI of the Civil Rights Act of 1964 states that no person shall be excluded from participation in, denied the benefit of, or subjected to discrimination on the basis of race, color, or national origin under any programs that receive federal funding

Title VI Program: The Title VI Program describes how the MPO intends to ensure that their planning process upholds Title VI and that a clear and concise complaint process is in place in the region

Transportation Policy Board (TPB): the decision-making body for the MPO which is created by the designation agreement.

Transportation Improvement Program (TIP): a four year, multimodal program of prioritized transportation projects and initiatives (comparable to a CIP). The TIP must contain all regionally significant and federally funded projects. It is recommended the TIP be updated every 2 years.

Travel Demand Model (TDM): a tool to evaluate existing traffic and future demands on the transportation system. The TDM can be used to be used to help prioritize projects and model existing and future conditions.

Unified Planning Work Program (UPWP): Is a one-year program outlining how the Consolidated Planning Grant (CPG) funds will be utilized during the calendar year. The UPWP identifies tasks and activities to be performed by the MPO and consists of a budget including both the federal CPG funds and local matching funds. The UPWP is updated every year.

MPO NEXT STEPS

Interim Policy Board Activities

- ✓ Establish Metropolitan Planning Area (MPA) boundary
- ✓ Identify Policy Board (PB) members
- ✓ Set reoccurring meeting dates for PB
- ✓ Identify Fiscal Agent
- ✓ Identify Host Agency
- Execute Designation Agreement (Approved by all jurisdictions and ready for final KDOT review February 1st)
- ✓ Draft Fiscal Agreement
- Execute Fiscal Agreement
- ✓ Identify Technical Advisory Committee (TAC) members
- Draft MOU between MPO and Flint Hills Regional Council (role of host agency, services provided, payroll, hiring, etc)

Immediate issues for Policy Board

- Approve simplified statement of work (simplified 2013 UPWP)
- Review and approve the region's projects as referenced in the STIP (2013-2016)
- Adopt Policy Board Bylaws (within 6 months of designation)

2013 milestones

- TAC members establish reoccurring meeting day/time
- Complete TAC bylaws
- Develop TIP (2014-2017) –by 3rd Quarter
- Develop 2014 Unified Planning Work Program (UPWP)
- Develop and approve Public Participation Plan (PPP)
- Establish Adjusted Urbanized Area Boundary (for Functional Classification and HPMS reporting). No later than June 1, 2014
- Begin Travel Demand Model (TDM) (have consultant under contract by Oct.1)
- Develop Cooperative Agreement with KDOT and Flint Hills aTa

- Review Highway Functional Classification for region (no deadline but would provide beneficial information for the TDM)
- Create MPO website

2014 milestones

- Initiate Metropolitan Transportation Plan (MTP)
- Develop PPP Database
- Continue working on TDM
- Begin Intelligent Transportation Systems (ITS) Architecture for MPA
- Develop 2015 Unified Planning Work Program (UPWP)
- 2013 Annual Report
- 2014 Annual Listing of Obligated Projects
- Prepare various Civil Rights documents (Title VI and LEP)

2015 milestones

- Complete MTP by 4th Quarter (has to be adopted by March 27th, 2016)
- Complete contract with TDM consultant (2nd Quarter)
- 2014 Annual Report
- Develop 2016 Unified Planning Work Program (UPWP)
- Update to the Coordinated Public Transit- Human Services Transportation Plan (CPT-HSTP)?

Flint Hills MPO
 Technical Advisory Committee (TAC) Members

Agency	Title	Current Member	Email
Flint Hills Regional Council	Interim Executive Director	Gary Stith	Gary@FlintHillsRegion.org
City of Manhattan	Public Works Director	Dale Houdeshell	houdeshell@cityofmhk.com
City of Manhattan	Community Development Director	Karen Davis	DAVIS@cityofmhk.com
City of Junction City	Municipal Services Director	Greg McCaffery	greg.mccaffery@jcks.com
City of Junction City/Geary County	Planning and Zoning Administrator	David Yearout	david.yearout@jcks.com
Geary County	Public Works Director	Dennis Cox	dcox@gearycounty.org
Riley County	Public Works Director	Leon Hobson	lhobson@rileycountyks.gov
Riley County	Planning and Special Projects Director	Monty Wedel	MWEDEL@rileycountyks.gov
Pottawatomie County	Public Works Director	Leu Lowrey	llowrey@pottcounty.org
Pottawatomie County	Zoning Administrator	Gregg Webster	gwebster@Pottcounty.org
City of Ogden	Zoning Administrator	Richard Faulkner	ogdenbuildinginspector@hotmail.com
Flint Hills aTa	Executive Director	Anne Smith	asmith@rileycountyks.gov
Kansas State University	Chief of Staff & Dir. of Community Relations	Jackie Hartman	
Fort Riley	Garrison Commander	William Clark	
KS Department of Transportation	MPO Transportation Planner	Stephanie Watts	swatts@ksdot.org
Federal Highway Administration	Kansas Division Office	Paul Foundoukis	Paul.Foundoukis_dot.gov
Federal Transit Administration	Region VII Office	Joni Roeseler	Joan.Roeseler@dot.gov
Manhattan Bicycle Advisory Committee	Chairperson	Michael Wesch	mike.wesch@gmail.com

Backup material for agenda item:

- d. Consideration of award of bid for banking services to Kansas State Bank for a three year term.

**Junction City Commission
Agenda Memo –
Meeting January 15, 2013**

To: City Commissioners and Gerry Vernon, City Manager
From: Cheryl S. Beatty, Finance Director
Subject: **Award of Bid – Banking Services**

Objective: Award of bid for banking services to Kansas State Bank for a three year term.

Explanation of Issue: The City has historically gone out to bid for banking services every three years and has been served by Intrust Bank for the last nine years. Last December we sent out a request for proposals to all local banks and received three bids. The bids received were from:

Bank of Junction City
Sunflower Bank of Junction City
Kansas State Bank of Junction City

Attached please find a summary sheet of each bid. All bids met city bank service specifications, all funds would be 100% secured, and all funds held in the checking accounts would be interest bearing. As you can see from the bids, Kansas State Bank has proposed a fee waiver on most of their banking fees, which would be a savings of approximately \$5,000 - \$7,000 per year based on our current bank service usage. Joleen Schnurr and I met with Kansas Bank officials to review their bid and confirmed that their banking services could meet our banking needs.

Budget Impact: Fees for banking services are included in the 2013 budget. However, the bid recommended would be a reduction in expenditure of banking fees.

Alternatives: The City Commission may approve, modify, or disapprove the award of banking services as presented.

Recommendation: Staff recommends the award of bid for banking services for three years to Kansas State Bank beginning February 1, 2013.

Motion: I, _____, move to approve the award of bid for banking services to _____ as presented. Seconded by _____.

Enclosures: Review of each bid.

KANSAS STATE BANK SERVICES PROPOSAL: PRIMARY ACCOUNT

The rate is a fixed/ variable rate? VARIABLE

The rate is/is not tied to the 91 day T-Bill rate IS TIED

NK SERVICES REQUIRED-MONTHLY

PRIMARY ACCOUNT

DESCRIPTION OF SERVICES

	Monthly Estimated Quantity	Firm Price Estimated per Unit Charge
Deposits	400	\$0.00 WAIVED
Deposit Items		
transit items	3088	\$0.00 WAIVED
clearing	4039	\$0.00 WAIVED
Debits	854	\$0.00 WAIVED
Deposit Items Returned	20	\$0.00 WAIVED
Stop Payments	2	\$0.00 WAIVED
Outgoing Wire Transfers	1	\$0.00 WAIVED
Incoming Wire Transfers	3	\$0.00 WAIVED
Maintenance per statement	1	\$0.00 WAIVED
Account Analysis	1	\$0.00 WAIVED
ACH Transactions:		
utility bills*	1017	\$20.00
payroll*	412	\$0.00 WAIVED
Deposit Bags Locked		
TOTAL		\$20.00

PETTY CASH ACCOUNTS

CITY CLERKS PETTY CASH ACCOUNT

DESCRIPTION OF SERVICES	Avg. volume	Price per month per unit	Charge
DEPOSITS		2	0
DEBITS		17	0
MAINTENANCE PER STATEMENT		1	0
ACCOUNT ANALYSIS		1	0
TOTAL			0

CHECKS (BOX OF 150) 14.50*ACTUAL DELUXE CHARGE

AVERAGE CASH BALANCE \$650.00
The rate is a fixed/ variable rate? VARIABLE

The rate is/is not tied to the 91 day T-Bill rate IS TIED

SUNFLOWER BANKING SERVICES PROPOSAL: PRIMARY ACCOUNT

The rate is a fixed/ variable rate? VARIABLE _____

The rate is/is not tied to the 91 day T-Bill rate IS TIED

OPTION 2: Public Funds Checking acct that pays a monthly earnings credit rate.

PRIMARY ACCOUNT

DESCRIPTION OF SERVICES

	Monthly Estimated Quantity	Firm Price per Unit	Estimated Monthly Charge
Deposits	400	0.1	\$40.00
Deposit Items			
transit items	3088	0.075	\$231.60
clearing	4039	0.075	\$302.93
Debits	854	0.09	\$76.86
Deposit Items Returned	20	5.25	\$105.00
Stop Payments	2	0	_____
Outgoing Wire Transfers	1	7.5	\$7.50
Incoming Wire Transfers	3	7.5	\$22.50
Maintenance per statement	1	12	\$12.00
Account Analysis	1	0	\$0.00
ACH Transactions:			\$15.55
	4	1	\$4.00
utility bills*	1150	0.11	\$126.50
payroll*	480	0.11	\$52.80
SWEEP FEE			
Deposit Bags Locked			
	TOTAL		\$997.24

PETTY CASH ACCOUNTS

CITY CLERKS PETTY CASH ACCOUNT

DESCRIPTION OF SERVICES	Avg. volume	Price per month per unit	Charge
DEPOSITS	2	\$0.10	\$0.20
DEBITS	17	\$0.09	\$1.53
MAINTENANCE PER STATEMENT	1	\$12.00	\$12.00
ACCOUNT ANALYSIS	1	—	0
TOTAL			13.73

CHECKS (BOX OF 150) _____

AVERAGE CASH BALANCE \$2000

The rate is a fixed/ variable rate? VARIABLE _____

The rate is/is not tied to the 91 day T-Bill rate _IS TIED_____

INTRUST BANKING SERVICES PROPOSAL: PRIMARY ACCOUNT

The rate is a variable rate?

The rate is tied to the 91 day T-Bill rate

Or can be set up as Public Funds Treasury Management Earning Credit Rate Account

NK SERVICES REQUIRED-MONTHLY

PRIMARY ACCOUNT

DESCRIPTION OF SERVICES

	Monthly Estimated Quantity	Firm Price per Unit	Estimated Monthly Charge
Deposits	400	0.2	\$80.00
Deposit Items			
transit items	3088	0.055	\$169.84
clearing	4039	0	\$0.00
Debits	854	0.15	\$128.10
Deposit Items Returned	20	2	\$40.00
Stop Payments	2	15	\$30.00
Outgoing Wire Transfers	1	5	\$5.00
Incoming Wire Transfers	3	5	\$15.00
Maintenance per statement	1	10	\$10.00
Account Analysis	1	0	\$0.00
ACH Transactions:			
utility bills*	1150	0.1	\$115.00
payroll*	480	0.1	\$48.00
Deposit Bags Locked			
TOTAL			\$640.94

PETTY CASH ACCOUNTS

CITY CLERKS PETTY CASH ACCOUNT

DESCRIPTION OF SERVICES	Avg. volume	Price		Charge
		per month per unit		
DEPOSITS		2	0.2	0.4
DEBITS		17	0.15	2.55
MAINTENANCE PER STATEMENT		1	5	5
ACCOUNT ANALYSIS		1	0	0
TOTAL				7.95

CHECKS (BOX OF 150) 85.00*ACTUAL DELUXE CHARGE

AVERAGE CASH BALANCE \$2000.00
The rate is a fixed/ variable rate? _____

The rate is/is not tied to the 91 day T-Bill rate _____

If the rate is tied to the 91 day T-Bill rate, state the number of basis points above/below the T-Bill rate stated.

Interest Rate:

Fixed _____%

Variable Rate:

Tied to T-Bill rate _____ basis points above

Tied to T-Bill rate _____ basis points below

some other index _____ % rate only

NON INTEREST BEARING ___ YES _____

COMPENSATING BALANCE _____ (explain in detail attach additional sheets)

Backup material for agenda item:

- e. Consideration of the 2013 Contract for Jail Services.

City of Junction City

City Commission

Agenda Memo

01-15-13

From: Tim Brown, Chief of Police
To: Gerry Vernon, City Manager
Subject: Jail Contract

Objective: Renewal of jail services contract

Explanation of Issue The Geary County Sheriffs Office provides jail services for the City of Junction City. The last contractual agreement between the two entities was effective January 1, 2012. The contract was made for one year. Agreement was made under this contract to keep the City of Junction City's compensation for jail services to a level monthly payment of \$30,000. Both entities have agreed to renew the contract with no revisions for the current year. The 2013 contract will expire on December 31, 2013.

Budget Impact: There is no impact on the budget.

Alternatives:

1. Approve, Disapprove, Modify or table the request to renew the 2013 contractual agreement between the Geary County Sheriffs Office and the City of Junction City.

Recommendation: Staff recommends a motion to approve the 2013 contract for jail services.

Suggested Motion:

Move to approve the 2013 contract for jail services

Enclosures: 2013 Contract for Jail Services

AGREEMENT

This agreement is entered into on the 1st day of January, 2013, between the City Commission of Junction City, Kansas, hereinafter referred to as City, and the Board of County Commissioners of Geary County, Kansas, hereinafter referred to as County, and the Sheriff of Geary County, Kansas, hereinafter referred to as "Sheriff".

Purpose and Governing Law

The City and the County are a "municipality" as the same is defined by Kansas law, which shall govern the interpretation of this agreement and the terms used therein, and the subject matter of this agreement.

The City and County further agree that this agreement is mutually beneficial to the parties, is in the best interest of the citizens of the City and the County, and is authorized by Kansas law, K.S.A. 12-2908 et seq., as amended.

By signing this agreement, the County agrees to provide for the incarceration of prisoners arrested for violations of municipal ordinances, or committed by the authority of the Junction City Municipal Court, or by the Geary County District Court in the matter of an appeal from the Junction City Municipal Court, subject to any reservation set out hereinafter.

County Obligations, Exceptions

The County hereby agrees to provide to the City the same quality of services including, but not limited to medical, informational or record-keeping, as it provides for the maintenance of any prisoners which are received by and committed to the care of the Sheriff in fulfillment of his statutory duty as set forth in K.S.A. 19-811, and as those duties are otherwise set forth in applicable statutes, rules and regulations. However, the County

reserves the right to refuse to admit any prisoner brought by the City if said prisoner exhibits signs of physical distress or injury, other noticeable medical conditions, or extreme alcohol inebriation or poisoning, until such prisoner has been attended to and been cleared for admission to the jail by appropriate medical determination. Once committed, City prisoners shall continue to receive such medical care as is reasonably necessary to safeguard such prisoner's health.

City Obligations

In the case that a City prisoner should require outpatient treatment, inpatient hospitalization, or should a medical emergency arise, the City will be consulted about said situation, if practicable, but in any case the City shall be responsible for the payment of any cost involved, by direct payment to the medical providers involved in rendering such services.

In the event of the death of a City prisoner, the City shall reimburse the County for any expense incurred by the County as a result of said death.

The City undertakes to defend any action or proceeding involving the custody of any of its inmates, provided that any such action or proceedings does not arise from any liability for intentional or negligent acts on the part of the County or any officer or employee thereof. The County shall be reimbursed accordingly for any expenses that may incur in connection therewith.

Payment for Incarceration

In return for the above considerations, the City agrees to pay the County the sum of Thirty Thousand Dollars (\$30,000.00) each month, beginning February 1, 2013 and continuing on the first day of each month thereafter for 12 months. These monthly

payments made by the City will include the ordinary medical care and associated treatment for City prisoners by Advanced Correctional Health Care Services at the Geary County Jail with whom the County has a contract. The County will pay Advanced Correctional Health Care Services providers directly for all services provided to City prisoners and will not bill the City for said services.

Duration

It is the intention of the parties that this agreement be for 1 years, subject only to the negotiations between the parties during the annual budgeting process for each party, concerning the financial aspects of this agreement, and other terms and conditions herein.

Notice to be Given

All notices, reports, and correspondence to the respective parties of this agreement shall be sent to the following:

Junction City: City Manager
Municipal Building
7th and Jefferson Streets
Junction City, KS 66441

Geary County: Rebecca Bossemeyer, County Clerk
Board of County Commissioners of Geary County
Geary County Office Building
200 East 8th Street, P.O. Box 927
Junction City, KS 66441

Sheriff: Sheriff James A. Jensen
Geary County Sheriff's Department
826 North Franklin Street, P.O. Box 867
Junction City, KS 66441

Effective Date

This agreement shall commence and take effect at midnight, January 1, 2013.

Approved and entered into by the governing body of the City of Junction City, Kansas, this _____ day of January, 2013.

CITY OF JUNCTION CITY, KANSAS

By _____
PAT LANDES, Mayor

Attest:

TYLER FICKEN, City Clerk

1/7/12 Approved and entered into by the governing body of Geary County, Kansas, this
day of December, 2012.

BOARD OF COUNTY COMMISSIONERS OF
GEARY COUNTY, KANSAS



Attest:

By Florence C. Whitebread
FLORENCE WHITEBREAD, Chairperson

Rebecca Bossemeyer
REBECCA BOSSEMEYER, County Clerk

GEARY COUNTY SHERIFF

By James A. Jensen
JAMES A. JENSEN, Sheriff

Backup material for agenda item:

- f. Consideration and adoption of a resolution of support for the Kansas Department of Transportation 2014 Transportation Enhancement Project - K-18 Pathway.

**City of Junction City
City Commission
Agenda Memo**

January 15, 2013

From: Gregory S. McCaffery, Municipal Service Director
To: Gerry Vernon, City Manager and City Commissioners
Subject: **Resolution of Support for a Kansas Department of Transportation, Transportation Enhancement Grant for the K-18 Bicycle and Pedestrian Pathway**

Objective: Consideration and Adoption of a Resolution of Support for a Kansas Department of Transportation, Transportation Enhancement Grant for the K-18 Bicycle and Pedestrian Pathway

Explanation of Issue: City staff, in looking to improve the overall transportation in and around the City, has been working with the Kansas Department of Transportation (KDOT) and their consultants on improvements along US-77 that will be constructed over the next several years. These improvements, funded through KDOT, include the US-77/ K-18 interchange and bridge and the intersection of K-18 and Spring Valley Road. As part of this overall program, much discussion has taken place for the need to construct a pathway along this corridor as well as it's funding.

City staff is recommending the City pursue the use of KDOT Transportation Enhancement Grant (TEG) program for this pathway construction. This program has funded numerous bicycle and pedestrian pathways throughout the State of Kansas. The City's program would be a phased project, if approved, and constructed in coordination with the US-77 improvements within the area.

The pathway would provide a much needed non-motorized link between the residential areas of the City; Junction City Middle School, parks & recreation areas, Junction City High School and other City facilities, and eliminate the current community separation of US-77 between each of these destination points.

The grant program would be coordinate with the planned KDOT US-77 Interchange/ K-18 improvements, with the phasing to be as follows:

- Phase I - Constructed in 2014; Would be at the ends of the planned KDOT K-18 corridor improvements.
- Phase II - Constructed in 2016 (with submittal in 2014 or 2015); Would be the Spring Valley Road/ K-18 portion in alignment with the KDOT K-18 corridor improvements within this area.
- Phase III - Constructed in 2018 (with submittal in 2017 or 2018); Would be the US-77/ K-18 Interchange portion in alignment with the KDOT K-18 corridor improvements within this area.

As the project will be constructed over a phased program, staff is requesting approval of a resolution of support for Phase I Only at this time, with future phases to be brought before the City Commission for consideration and approval.

KDOT intends to provide the earthwork necessary for the trail along the west side of Spring Valley Road and on the north side of K-18 from Spring Valley Road to the east side of the US-77/K-18 interchange. Future Phases II and III will be very economical because of this. Furthermore, KDOT will widen the K-18 bridge to accommodate the pathway if the City of Junction City has a *Trail Master Plan* in place and is already taking steps to make the pathway a reality which will greatly enhance public safety and City connectivity. Construction for KDOT's project in the Phase II area is scheduled to end by December of 2016, while construction for KDOT's project in the Phase III area is scheduled to end by December of 2018. Future TEG applications for Phase II and III will be timed for pathway construction to immediately follow KDOT Construction.

KDOT estimated the construction cost for the pathway on the north side of K-18 from the US-77/K-18 interchange to Rucker Road at \$1.2M due to the existing steep slopes and amount of earthwork needed. BG Consultants, Inc., the City's consultant on the grant, is currently conducting engineering to evaluate other options to reduce this cost, including alternate routes through the proposed Helland Park property. Due to the ongoing engineering for Phase I, it is recommended that a total project cost for Phase I be limited to \$600,000. If needed, Phase I can be broken in Phases Ia and Ib. There will be adequate time for an additional TEG application in 2014 that would indicate a continued commitment, an important facet for KDOT to follow through as well.

The program is such that the City, if approved, would be required to fund 100% of the design engineering, and 20% of the construction and construction inspection costs, with the balance being funded through the KDOT grant. By limiting Phase I to a total project cost of \$600,000 would translate into an approximate total obligation for the City of Junction City of \$160,000 (20% of the project cost plus design engineering). These funds would be budgeted within the 2014 budget, with some design work to be started in 2013.

A Resolution of Support for the submittal of the TEG for Phase I Only is provided. Also, should the City Commission approve the support, it is the intent of staff to obtain other resolutions of support from the Geary County Board of Commissioner's, the US-475 School Board, the Metropolitan Planning Commission, and various letters of support for the grant submittal. Also, attached are a preliminary overall project layout and cost estimates for your review. The grant submittal deadline is February 15, 2013.

Budget Impact: if the grant is approved for funding by KDOT, the City would fund approximately \$53,000 for design and \$106,000 for the construction and construction engineering, for Phase I in 2014, through the City's Special Highway Fund.

Alternatives: The City Commission has the following alternatives concerning the issue at hand. The Commission may:

1. Approve the Resolution of Support to _____.
2. Do not approve Resolution of Support
3. Modify the Resolution of Support as stated above.
4. Table the request.

Recommendation: City staff recommends the approval of the Resolution of Support, Resolution 2682, as presented.

Suggested Motion:

Commissioner _____ moves to approve adoption of the Resolution of Support for the submittal of a Kansas Department of Transportation, Transportation Enhancement Grant for the K-18 Pathway, Phase I and Resolution 2682, as presented.

Commissioner _____ seconded the motion.

Enclosures

RESOLUTION NO. 2682

**RESOLUTION OF SUPPORT
FOR
KANSAS DEPARTMENT OF TRANSPORTATION
TRANSPORTATION ENHANCEMENT GRANT
K-18 PEDESTRIAN AND BICYCLE PATHWAY
PHASE I**

A RESOLUTION DECLARING THE ELIGIBILITY OF THE CITY OF JUNCTION CITY, KANSAS TO SUBMIT AN APPLICATION TO THE KANSAS DEPARTMENT OF TRANSPORTATION FOR USE OF TRANSPORTATION ENHANCEMENT FUNDS SET FORTH BY THE FEDERAL TRANSPORTATION EQUITY ACT FOR THE 21ST CENTURY FOR THE K-18 (WILDCAT TRAIL) PEDESTRIAN AND BICYCLE FACILITY PHASE I PROJECT IN JUNCTION CITY, KANSAS AND AUTHORIZING THE MUNICIPAL SERVICES DIRECTOR TO SIGN THE APPLICATION ON BEHALF OF THE CITY.

WHEREAS, the City of Junction City, City Commission has the legal authority to apply for, receive, and administer federal, state, and other monies through Home Rule Power under the Constitution of the State of Kansas and authorized by K.S.A. 12-1662, regarding the expenditure of federal aid to public agencies; and

WHEREAS, the City of Junction City, City Commission, desires to submit an application to the Kansas Department of Transportation for transportation enhancement program funds set forth by the Federal Transportation Equity Act for the 21st Century; and

WHEREAS, the City of Junction City, City Commission is participating in the Kansas Department of Transportation's Transportation Enhancement Program set forth by the Federal Transportation Equity Act for the 21st Century; and

WHEREAS, Federal monies are available under a transportation enhancement program set forth by the Federal Transportation Equity Act for the 21st Century, administered by the State of Kansas, Department of Transportation, for the purpose of Historic, Scenic and Environmental, and Pedestrian and Bicycle projects; and

WHEREAS, After appropriate public input and due consideration, the Governing Body of the City Junction City, Kansas has recommended that an application be submitted to the State of Kansas for the K-18 (Wildcat Trail) Pedestrian and Bicycle Facility, Phase I project.

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

SECTION 1. That the Junction City Commission does hereby authorize the Municipal Services Director to submit an application to the Kansas Department of Transportation for transportation enhancement program funds set forth by the Federal Transportation Equity Act for the 21st Century on behalf of the citizens of Junction City, Kansas.

SECTION 2. That the City of Junction City, City Commission hereby assures the Kansas Department of Transportation that sufficient funding for the construction of the K-18 (Wildcat Trail) Pedestrian and Bicycle Facility Phase I project is available.

SECTION 3. That the City of Junction City, City Commission hereby assures the Kansas Department of Transportation that sufficient funding for the operation and maintenance of the K-18 (Wildcat Trail) Pedestrian and Bicycle Facility Phase I project will be available for the life of the project.

SECTION 4. That the City of Junction City, City Commission, hereby assures the Kansas Department of Transportation that the City of Junction City, Kansas, will have title, or permanent easement or use permit to the K-18 (Wildcat Trail) Pedestrian and Bicycle Facility Phase I project site by the time of project letting.

SECTION 5. That the Municipal Services Director of Junction City, Kansas, is authorized to sign the application to the Kansas Department of Transportation for transportation enhancement program funds set forth by the Federal Transportation Equity Act for the 21st Century on behalf of the citizens of Junction City, Kansas. The Municipal Services Director is also authorized to submit additional information as may be required and act as the official representative of the City of Junction City, City Commission in this and subsequent related activities.

SECTION 6. That the City of Junction City, City Commission, hereby assures the Kansas Department of Transportation that the City of Junction City, Kansas, is willing and able to, if the K-18 (Wildcat Trail) Pedestrian and Bicycle Facility Phase I project is selected for funding, administer the designing, letting and construction of the K-18 (Wildcat Trail) Pedestrian and Bicycle Facility Phase I project.

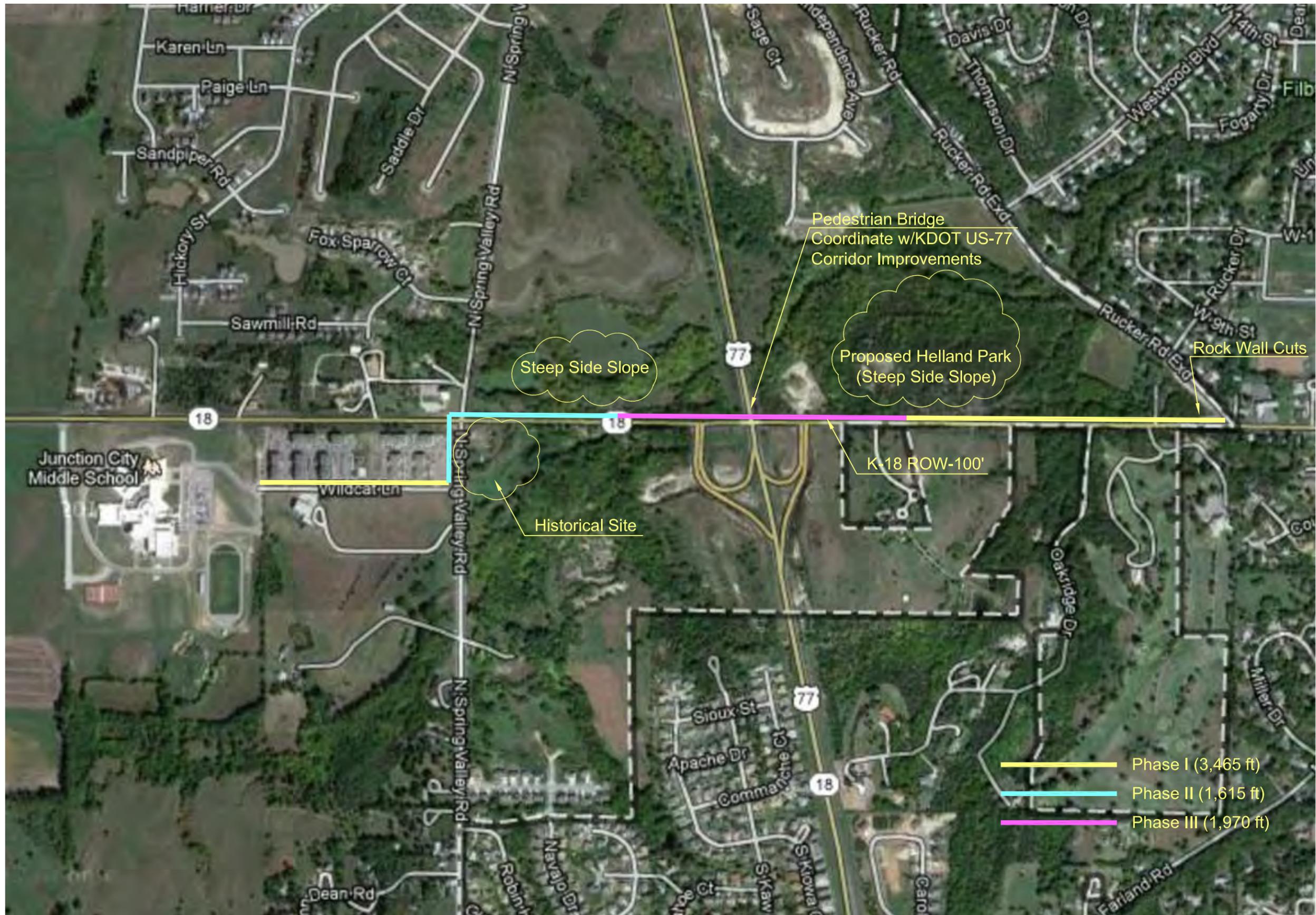
ADOPTED AND PASSED by the Governing Body of the City of Junction City, Kansas, this ____ day of _____, 2013.

CITY OF JUNCTION CITY

Pat Landes
Mayor, City of Junction City

ATTEST: (Seal)

Tyler Ficken, City Clerk



Wildcat Trail Phase I
Opinion of Probable Project Costs
City of Junction City, KS
12-1284L
January 10, 2013

				<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Price</u>
Phase I (2013)	East and West Ends						
	West End			1,290	L.F.	\$ 105.00	\$ 135,450.00
	East End			1	Lump Sum	\$ 265,000.00	\$ 265,000.00
						Construction Subtotal	\$ 400,450.00
						Contingency (15%)	\$ 60,068.00
						Subtotal	\$ 460,518.00
						Construction Engineering (15%)	\$ 69,078.00
						Construction Plus C.E. Total (2013)	\$ 529,596.00
						K.D.O.T. share (80%)	\$ 423,677.00
						Junction City share (20%)	\$ 105,919.00
						Engineering Fee (10%)	\$ 52,960.00
						Junction City Phase I Total Obligation	\$ 158,879.00
(Projected)				<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Price</u>
Phase II (2015-2016)	Spring Valley Road						
	Follows KDOT 77-31 KA-2367-03			1,805	L.F.	\$ 80.00	\$ 144,400.00
						Construction Subtotal	\$ 144,400.00
						Contingency (15%)	\$ 21,660.00
						Subtotal	\$ 166,060.00
						Construction Engineering (15%)	\$ 24,909.00
						Construction Plus C.E. Total (2013)	\$ 190,969.00
						K.D.O.T. share (80%)	\$ 152,775.00
						Junction City share (20%)	\$ 38,194.00
						Engineering Fee (10%)	\$ 19,097.00
						Junction City Phase II Total Obligation	\$ 57,291.00
(Projected)				<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Price</u>
Phase III (2017-2018)	K-18 Interchange						
	Follows KDOT 77-31 KA-2367-04			1,970	L.F.	\$ 80.00	\$ 157,600.00
	Pedestrian Bridge			160	L.F.	\$ -	\$ -
						Construction Subtotal	\$ 157,600.00
						Contingency (15%)	\$ 23,640.00
						Subtotal	\$ 181,240.00
						Construction Engineering (15%)	\$ 27,186.00
						Construction Plus C.E. Total (2013)	\$ 208,426.00
						K.D.O.T. share (80%)	\$ 166,741.00
						Junction City share (20%)	\$ 41,685.00
						Engineering Fee (10%)	\$ 20,843.00
						Junction City Phase III Total Obligation	\$ 62,528.00
						Estimated Total Trail Project Cost:	\$ 928,991.00
						Estimated Junction City Total Obligation:	\$ 278,698.00

Backup material for agenda item:

- g. Consideration and Approval of the City Staff Recommendation for the 2013 Street Maintenance Improvement Program.

City of Junction City

City Commission

Agenda Memo

January 15, 2013

From: Gregory S. McCaffery, Municipal Services Director
To: Gerry Vernon, City Manager and the City Commissioners
Subject: **2013 Street Maintenance Improvement Recommendation**

Objective: The consideration and approval of City staff recommendation for the 2013 Street Maintenance Improvement Program.

Explanation of Issue: The City within the 2013 Streets Fund \$500,000 has been budgeted for various street, sidewalk and roadway improvements within the City.

City staff over the last year has completed an evaluation of the City street system using a pavement management program, PAVER, whereby a rating has been developed for each street segment. A segment is a typical City block in length. Those segments in which bituminous asphalt pavement overlays, concrete patch repairs and/ or joint & crack sealing street maintenance methods, which might be used in order to extend the service life of the existing street pavements, are the only segments which have been rated to date. This has involved rating over 2,000 segments within the City over the last year. Several segments, have not been fully rated yet, as they have been deemed beyond a pavement maintenance method (concrete patch repairs, micro surfacing and/ or joint & crack sealing) and will necessitate either a bituminous asphalt milling and overlay and/ or a reconstruction of the pavement section (asphalt or concrete). It is anticipated that City staff will have these other segments rated over the next year. Presently over half of the City streets rated to date are in need of a bituminous asphalt mill/ overlay and/ or reconstruction.

Based on the funding available and the overall conditions of the existing street system, City staff is recommending continuing to micro surface and joint & crack various several bituminous asphalt streets and complete numerous concrete patch repairs throughout the City in 2013. Note all of the joint & crack sealing work will be done in-house through the Department of Public Works (DPW) in 2013, and monies for this work have been budgeted for this activity.

Within this program will be the micro surfacing of 6th street from Whitney to Eisenhower, portions of Ash, Jefferson, Franklin and Webster. Additionally over 20 concrete patch repairs and concrete valley gutters will be addressed, as well as, several entire subdivision streets being joint & crack sealed. Attached are summaries of the planned pavement maintenance activities and a reduced map of the locations areas for your review.

New this year, City staff held a "Open House" on December 20th (from 3 to 7 PM) in order to obtain feedback and input from the public on the overall City street system and also to better educate the public on common problems and issues within the City's street system.

Given the work completed on the system rating, the management modeling, feedback from the public to date, and the funding available, City staff is recommending to continue with various preventative pavement measures, in order to obtain the "Greatest Benefit" within the entire system.

In summary, City staff looked to address street segments which were near the point of needing, if left un-treated, asphalt milling and overlaying, and focused on those streets which were ranked with scores (ratings of 70-100 on a 1-100 scale), that if treated would be able to be maintained for the next 7/8 years with minor preventative repairs. It is hopeful that the City in the next year or two will be positioned to start milling and overlaying various bituminous asphalt segments, after having retained and preserved several of segments from falling into this rated area (ratings of 50-70).

It is anticipated the engineering and bid letting for the 2013 Street Maintenance Improvement Program will be completed within the next 60 days, with an award of bid to be before the City Commission at the end of March 2013. With this early bid letting schedule it is hopeful the City will see improve pricing and having the micro surfacing work completed before the end of June 2013, concrete repairs completed during the early summer months, and the joint & cracking work taking place within the fall 2013.

City staff is looking for the City Commission concurrence of the staff's recommended street maintenance improvements for the 2013 program.

Budget Impact: Funding for the 2013 Street Maintenance improvement Program is available within the Streets Fund.

Alternatives: The City Commission may Approve, Disapprove, Modify or Table the request.

Recommendation: Staff recommends the City Commission approve the street maintenance improvements as outlined by City staff, and direct staff to proceed with the needed engineering design, bid letting and recommendation for contract award at a future City Commission meeting.

Suggested Motion: Move to approve the 2013 street maintenance improvements as outlined by City staff, and direct staff to proceed with the needed engineering design, bid letting and recommendation for contract award at a future City Commission meeting.

Enclosures: 2013 Street Maintenance Project – Summary
2013 Street Maintenance Project - Location Map

City of Junction City
Municipal Services Department
Recommended 2013 Street Maintenance Program

MicroPave Work - Engineer's Estimate

Location	Quantity	Unit
Jefferson Street 1st to Ash	7,600	Sq. Yds.
Ash Street - Eisenhower to Washington	21,100	Sq. Yds.
Franklin Street - 6th to Elm	10,600	Sq. Yds.
Webster Street - 7th to Spruce	9,700	Sq. Yds.
8th Street - Rucker to Whitney	40,000	
Whitney Street - 8th to 6th		Sq. Yds.
6th Street - Eisenhower to Franklin		
TOTALS	89,000	Sq. Yds.

Concrete Work - Engineer's Estimate

Location	Quantity	Unit
Garfield & 4th V.G. (East Leg)	26	Sq. Yds.
Garfield & Bunkerhill V.G. (East Leg)	50	Sq. Yds.
Sunshine V.G. (N. of Skyline)	30	Sq. Yds.
Redwood & Crest Hill V.G. (West Leg)	18	Sq. Yds.
Elm & Jefferson (West Approach)	195	Sq. Yds.
Vine & Jefferson (East Approach)	100	Sq. Yds.
Madison (Various btw 13th & 16th)	660	Sq. Yds.
Sheridan & Elm - 2 V.G.	155	Sq. Yds.
Calhoun & 12th V.G. (New)	35	Sq. Yds.
Jackson (Various Locations)	67	Sq. Yds.
11th (btw Webster & Jackson)	40	Sq. Yds.
11th (btw Jackson & Madison)	67	Sq. Yds.
11th (btw Franklin & Monroe)	40	Sq. Yds.
11th (btw Monroe & Price)	14	Sq. Yds.
12th & Price (South Half of West Approach)	45	Sq. Yds.
12th (btw Madison & Adams)	27	Sq. Yds.
12th (btw Adams & Jefferson)	40	Sq. Yds.
12th & Jefferson (East Leg)	34	Sq. Yds.
13th (btw Jackson & Webster)	40	Sq. Yds.
13th (btw Webster & Clay)	54	Sq. Yds.
14th & Dean Ave. (North Leg)	40	Sq. Yds.
Webster & Elm (South Leg)	34	Sq. Yds.
TOTALS	1811	Sq. Yds.

Joint & Crack Seal Areas (Public Works)

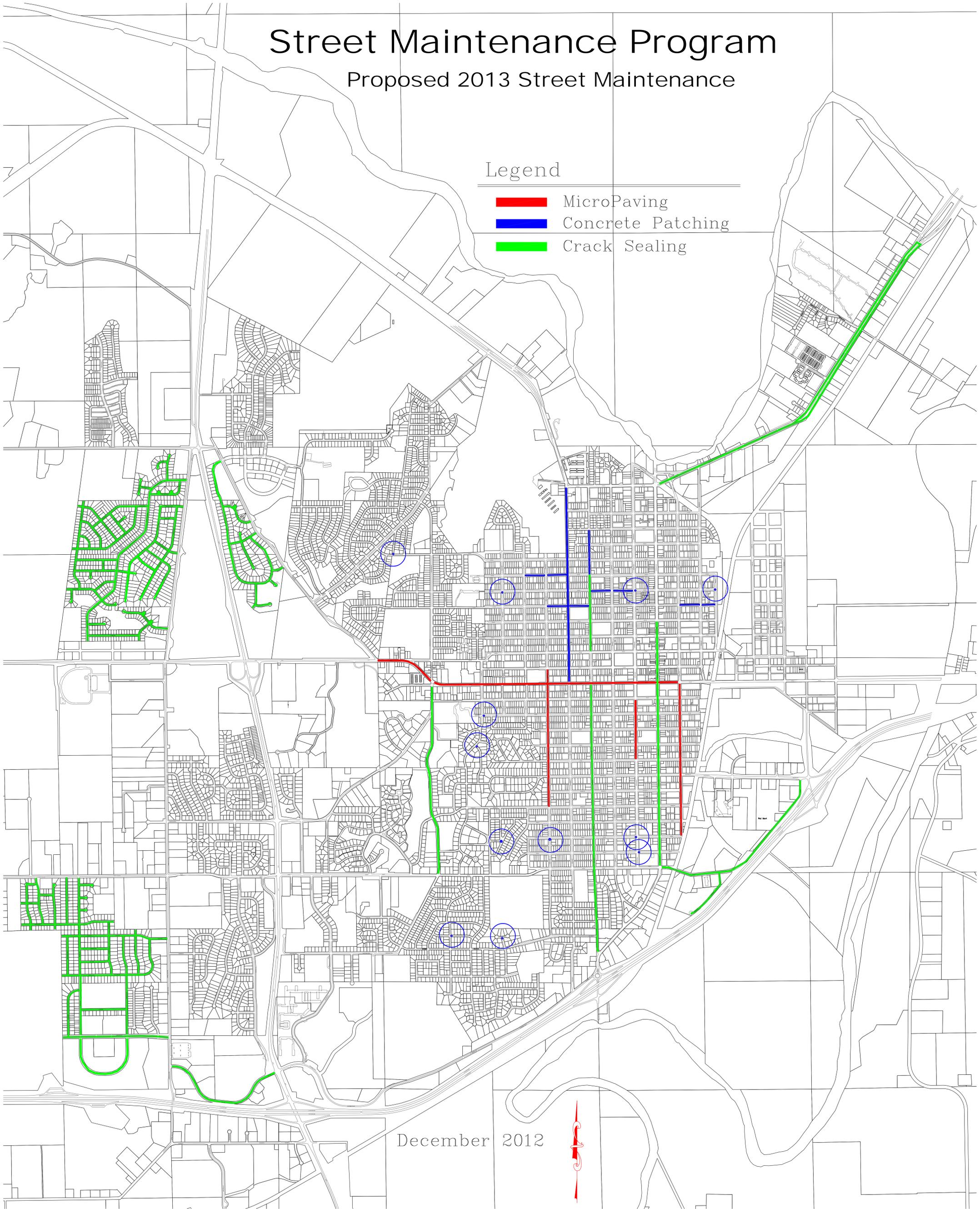
Subdivision Locations		
Prairie Ridge Add. Unit #1		
Prairie Ridge Add. Unit #2		
Mann's Ranch Add. Unit #1		
Mann's Ranch Add. Unit #2		
Sutter Woods Subdivision		
Sutter Highlands Subdivision		
A.C. Development Add.		
Oakwood Village Subdivision		
Spring Valley Add. Unit #1		
Spring Valley Add. Unit #2		
Tom Neal Industrial Park	203	
Jack Lacy Industrial Park		
Hickory Hills Add.		

Street Maintenance Program

Proposed 2013 Street Maintenance

Legend

-  MicroPaving
-  Concrete Patching
-  Crack Sealing



December 2012

Backup material for agenda item:

- h. Consideration and Recommendation for the River Walk Landing Pond Improvements.

City of Junction City
City Commission
Agenda Memo

January 15, 2013

From: Gregory S. McCaffery, Municipal Services Director
To: Gerry Vernon, City Manager and City Commissioners
Subject: Consideration and Recommendation for the Riverwalk Landing Pond Improvement Project

Objective: Consideration and Recommendation for the Rivewalk Landing Pond Improvement Project – Storm Water Pump Station and Forcemain

Explanation of Issue: Staff has presented various options for addressing a development requirement of providing supplemental water for a “Pond” at the Riverwalk Landing area over the last year. Various options have been presented to the City Commission for consideration and approval. Staff has been working on an option of re-diverting water from the Oxbow Pond area into the Riverwalk Landing Pond. This has necessitated design of a pump station/ forcemain along the Kansas Department of Transportation (KDOT) right-of-way and permitting from the Kansas Department of Agriculture (KDA). A KDOT permit has been obtained and it is anticipated a permit from KDA will be forthcoming in the next few weeks. Given this, staff is bring this item before the City Commission for consideration and final recommendation prior to proceeding with the bid letting and recommendation of award phase.

A preliminary drawing and construction cost estimated is provided for your review for this option.

Should the City Commission recommend with proceeding, it is anticipated a contract award would be before the City Commission in February, with construction started and completed March/ April 2013.

Background Information: The City in August 2005 entered into a development agreement, whereby the City agreed to development and maintain a “Pond” for use by one of the adjacent property owner’s for use in demonstrating and testing boats, in addition to recreational public uses. Further, the City agreed to maintain a minimum of six (6) acres of surface water for the Pond and was to of provided liners/ sealants as well as well pumps, for the Pond to reasonably retain water. Over the last several years the City has maximized the water rights allotment through the well system installed for this Pond, and also completed various liner improvements in and around the boat ramp in order to ensure retaining the water in the Pond.

KAW Valley Engineering (KVE) in August 2011, completed a hydrologic cycle study of the drainage areas in and around the Pond, and provided three recommendations to the City Commission, in order to supplement the Pond existing elevation and the available well pumping volumes. These options included; Purchase of additional water rights from neighboring property owners; The installation of a gravity storm system, And the installation of a additional pump/

force main system from the Oxbow Pond, with each option re-diverting storm water runoff to the Riverwalk Landing Pond.

City staff has pursued each of these options over the last year with the following results; Option 2 – Installation of a gravity storm sewer within the area. This option was pursued by staff as directed by the City Commission as it was felt it was the most cost effective option. In March 2011, the contract award was rejected by the City Commission, with direction to pursue Option 1 & 3 of the KVE study and report back to the City Commission on their status; Option 1 - Purchase additional water rights from neighboring property owners was pursued. This was presented to the City Commission back in April 2011. The property owners wanted excessive costs for these water rights, therefore this option was rejected by the City Commission; Therefore, Option 3 – Installation of a pump/ forcemain system has been pursued by staff over the last several months, with a final design and permitting through the KDA and KDOT being obtained.

Budget Impact: These storm improvements will be paid for through the City Storm Fund.

Special Considerations: Prior to the March 6, 2012 City Commission meeting for the contract award of the gravity storm sewer system, Mr. Muto, owner Beacon Marine, end user of the Riverwalk Landing Pond, spoke against the gravity storm sewer system alternative being considered.

Alternatives: The Commission may approve, deny, or postpone this item.

Recommendation: Staff is requesting the City Commission approval on proceeding on the bid letting and subsequent recommendation of a project award for the pump/ forcemain project option for the Riverwalk Landing Pond, as presented.

Suggested Motion:

Commissioner _____ moves to approve recommend City staff proceed with the bid letting and subsequent recommendation of a project award for the pump/ forcemain project for the Riverwalk Landing Pond, as presented.

Commissioner _____ seconded the motion.

Enclosures



OPTION 1 -
DIVERT ASH STREET
STORM SEWER

OPTION 2 -
PUMP SURFACE
WATER FROM
SMOKEY HILL
RIVER CHANNEL

E. ASH STREET JUNCTION CITY, KS		PROJ. NO.	A11_5577
		DATE	JAN 8, 2013
		DESIGNER	JT
		DRAWN BY	JT
		CFN	REV
		5577AERIAL_2013-01-08	0
		SHEET	0
KAW VALLEY ENGINEERING, INC. - CONSULTING ENGINEERS Offices: Junction City, Mo., Lenexa, Ks., Salina, Ks.		REV	DATE
		DESCRIPTION	
		DSN	DWN
		CHK	

2319 NORTH JACKSON
P.O. BOX 1304 66441
JUNCTION CITY, KANSAS
785-761-5040 FAX 785-762-7744
E-MAIL jk@kveing.com
WWW.WEB SITE www.kveing.com



Engineer's Estimate of Probable Construction Cost
 For

**Storm Sewer Improvements to Serve the City of Junction City Kansas
 Surface Water Withdrawal from Smokey Hill River Oxbow**

This cost estimate has been developed using quantities from the Construction Plans.
 Unit costs have been estimated from historical construction cost data on similar projects.
 Costs can vary substantially depending on final design quantities, Contractor's work load, and changes
 in scope.

Construction and Material Costs

Item No.	Item	Estimated Quantity	Unit	Unit Cost	Total Cost
1	Mobilization	1	L.S.	\$500.00	\$500.00
2	Erosion Control	1	L.S.	\$250.00	\$150.00
3	Seeding	1	L.S.	\$250.00	\$150.00
4	6" SDR-26 Force Main	1255	L.F.	\$16.00	\$20,080.00
5	Boring - 6" Diameter Force Main	107	L.F.	\$80.00	\$8,560.00
6	12" Gate Valve and Box	1	Ea.	\$1,400.00	\$1,400.00
7	2" Electrical Service Conduit	224	L.F.	\$8.00	\$1,792.00
8	Electrical Service To Lift Station	1	L.S.	\$4,000.00	\$4,000.00
9	Submersible Pump Lift Station Complete - 500 GPM grinder pump, rails, controls, Installation	1	L.S.	\$42,000.00	\$42,000.00
10	12" DIP and Fittings	59	L.F.	\$45.00	\$2,655.00
11	4" DIP and Fittings	10	L.F.	\$30.00	\$300.00
12	Grout at Force Main Discharge and Rodent Screen	1	L.S.	\$1,500.00	\$1,500.00
13	4" Badger Recordall 1000 Water Meter with 36" HDPE Valve Box and Lid	1	L.S.	\$1,200.00	\$1,200.00
14	Water Intake Screen and Water Intake Line Installation	1	L.S.	\$1,200.00	\$1,200.00
15	Pond Slope Sections Erosion Repairs Complete	1	L.S.	\$2,500.00	\$2,500.00
Construction and Material Cost.....					\$87,987.00

Backup material for agenda item:

- i. A discussion of City Code Section 215.040 including “Certain Dangerous Animals” (Pit Bull ban).

City of Junction City

City Commission

Agenda Memo

1-15-2013

From: Cheryl Beatty, Finance Director
To: Gerry Vernon, City Manager and City Commission
Subject: **Animals – Control or Protection of Animals in General – Certain Dangerous Animals**

Objective: To discuss the City Code including “Certain Dangerous Animals” Section 215.040 that will provide staff with direction on the next steps.

Explanation of Issue: For the last several months, an animal code advisory committee that included Commission Johnson and Commissioner Landes has worked on revising the Animals section of the City Code. Recommended changes have been discussed, revised, and prepared for future Commission consideration. The section including “Certain Dangerous Animals” or the prohibition of certain breeds of dogs (pit bull dogs) has been a significant point of contention within the working group. At their last meeting the Committee discussed putting the issue before the citizens in the upcoming election. The City Attorney will be prepared to discuss the legality of such an election. Given the short preparation time before the April election, Staff requests discussion and guidance from the Commission regarding the revision of this section.

Budget Impact: None

Enclosures: 2 versions of proposed City Code: (1) Current with no pit bull and, (2) new code allowing on pit bull per household. Section 215.040.

DEFINITION:

PIT BULL: Is defined to mean any and all of the following dogs:

- (1) The Staffordshire Bull Terrier breed of dog.
- (2) The American Pit Bull Terrier breed of dog.
- (3) The American Staffordshire Terrier breed of dog.
- (4) Any dog which has the appearance and characteristics of being predominantly of the breeds of Staffordshire Bull Terrier, American Pit Bull Terrier, American Staffordshire Terrier or any combination of these breeds.

City Code now that does not allow pit bulls>>>>>>>>>>

SECTION 215.040: - CONTROL OR PROTECTION OF ANIMALS IN GENERAL

- A. The owner of any animal shall be in violation of this Article and subject to the penalties prescribed herein if any such animal damages property not belonging to the owner.
- B. It is unlawful for any person to:
 1. Keep or harbor any fowl within the corporate limits of the City.
 2. Break or train any horse or other animal on or within the reach of any street, sidewalk or other public place within the corporate limits of the City, except as authorized and/or under the direction of the City's Recreation Department.
 3. Picket any horse, cow or other animal within reach of any street, sidewalk or other public place within the corporate limits of the City.
 4. Kill any squirrel, skunk or any bird within the corporate limits of the City, provided that it shall be permissible for the Chief of Police or Animal Control Officer, through instruction from the Health Officer, to kill squirrels, skunks or birds that have become so numerous as to cause destruction or nuisance to property or in the event of disease occurring among such squirrels, skunks or birds that may be considered contagious to human beings.
 5. Interfere with or molest a dog used by the Police Department of the City in the performance of the functions or duties of such Department.
 6. Keep or harbor any animal which by loud, frequent or habitual barking, howling, yelping or other noise or action tends reasonably to disturb any person or neighborhood within the corporate limits of the City.
 7. Keep or harbor a dangerous or vicious animal within the corporate limits of the City. An animal is considered dangerous or vicious as defined in Section 215.045.
 8. No person shall own or harbor any dog for the purpose of dog fighting or train, torment, badger, bait or use any dog for the purpose of dog fighting or for the purpose of causing or encouraging the dog to engage in unprovoked attacks upon human beings or domestic animals.
 9. Allow unspayed female dogs to be away from confinement or premises of the owner, except on a lead and under control of an adult person, when such dogs are in season.
 10. Keep or harbor a dog, cat, or ferret over five (5) months of age within the corporate limits of the City without such animal having a current vaccination against rabies performed by a veterinarian and securing an annual license. Rabies vaccination is hereby considered current for twelve (12) months for killed tissue vaccination and 3 years for a live virus vaccination; provided that

vaccination may not be required if the owner of such animal will exhibit to the License Collector a statement from a veterinarian certifying that such vaccination would be injurious to such animal due to the condition of its health. Any person owning a dog within the City limits shall cause the dog to wear a collar or harness at all times to which shall be attached a current tag reflecting that the dog is vaccinated against rabies. The tag shall be visible at all times. Owners of cats and ferrets may retain proof of current rabies on their person or premises.

11. Sell or offer for sale, barter, give away or use as an advertising device or promotional display living baby chicks, rabbits, ducklings or other fowl under two (2) months of age, unless being sold by a business at a permanent location and there is a prominent sign at the point of sale indicating that chickens, ducks or other fowl may not be kept within the limits of the City of Junction City.
12. Sell or offer for sale or barter puppies or kittens unless being sold by a business at a permanent location or unless being sold or bartered from the home of the owner of the dame which had the litter from which came the puppies or kittens. Nothing in this Section shall be construed so as to prevent a City pound or animal shelter from selling puppies or kittens in accordance with such entities' adopted policies.
13. Allow animal waste to accumulate to the extent that it becomes a health hazard to any animal, any person or the public. Any accumulation of animal waste, when not immediately removed or discarded in a sanitary manner, is considered to be a potential health hazard, i.e., feces accumulation in homes, confined yards, pens, hutches, etc. "*Immediate*" in this instance is defined as waste accumulation of not more than one (1) days' duration.
14. Allow dog waste deposited upon the streets or public areas of Junction City or the private property of persons, not the owner of the dog, to remain upon said street or property without being removed by the owner of the dog as soon as the owner becomes or is made aware of the waste.
15. Allow any odors to emanate from any animal kept or harbored on the premises or to allow any odors to emanate from any feces or urine on the premises, any of which odors reasonably tend to offend any person.
16. Except as authorized in Section 405.010 of this Code, to keep, harbor, breed or slaughter any hogs, pigs, donkeys, mules, goats, sheep, burros, cattle or horses within the corporate limits of the City; provided that nothing herein shall prevent the bringing of such animals to any stockyard, auction, community sale, stock pavilion, slaughterhouse or packing house for the purpose of sale, shipment, show or commercial slaughter or packing; provided further that such animals are kept, harbored or fed in accordance with the regulations promulgated by the Office of Livestock Commissioner of the State of Kansas as set forth in Chapter 47, Article 10 of Kansas Statutes Annotated and amendments thereto. Animals intended for slaughter outside the City limits may not be harbored in the City except as authorized by this Subparagraph.
17. Keep or maintain, sell or offer for sale, barter or give away exotic animals within the corporate limits of the City; provided this Section shall not apply to: tropical or other fishes; birds; except those prohibited by Federal or State law: small rodents such as gerbils, rats, mice, hamsters, guinea pigs, chinchillas, mink, nutria and similar fur-bearing mammals; non-poisonous amphibians and reptiles, not including monitor lizards, alligators, caiman and crocodiles; provided further, that this Section does not apply to educational or zoological institutions. The provisions of this Subparagraph shall not apply to dogs and cats.
18. Keep or possess any pit bull dog.

- a. Keep, harbor, own or in any way possess within the City limits of the City of Junction City, Kansas, any pit bull dog, provided that pit bulls registered with the Junction City Police Department as set forth by the Chief of Police on or before May 16, 1997, may be kept within the City subject to the requirements set forth in paragraphs (b-i) of this Subparagraph. "*Pit bull dog*" is defined to mean:
 - (1) The Staffordshire Bull Terrier breed of dog.
 - (2) The American Pit Bull Terrier breed of dog.
 - (3) The American Staffordshire Terrier breed of dog.
 - (4) Any dog which has the appearance and characteristics of being predominantly of the breeds of Staffordshire Bull Terrier, American Pit Bull Terrier, American Staffordshire Terrier or any combination of these breeds.
19. Keep or harbor on a chain, rope or other type of leash any dog in such manner as to allow the animal to have access to any public sidewalk or public alley or utility right-of-way or any utility meter.
20. Keep or harbor on a chain, rope or other type of leash any dog in such a manner as to interfere with a person's access to the front door of a residence.
21. Keep, harbor, own or in any way possess within the City limits of the City of Junction City, Kansas, any coyote, wolverine or wolf or any breed of dog which is in any part a mixture of dog and coyote, or dog and wolverine, or dog and wolf or any dog hybridized with wild canines
22. Keep, harbor, own or in any way possess within the City limits of the City of Junction City, Kansas, any cat hybridized with wild felines.
23. Keep, harbor, own or in any way possess with the City Limits of the City of Junction City venomous snakes or lizards.

C. Animals excluded from prohibition are:

1. Domesticated dogs, with the exception of Pit Bulls defined within this chapter.
2. Domesticated cats.
3. Domesticated rodents.
4. Domesticated European ferrets.
5. Domesticated hedgehogs.
6. Rabbits, except that no more than three (3) rabbits shall be permitted in a residentially- zoned district..
7. Domesticated birds as defined.
8. Non-venomous snakes less than eight (8) feet in length, except that such snakes shall be required to be maintained on the owner's premises or property.
9. Non-venomous lizards.
10. Turtles, except for species protected by state or federal law.
11. Amphibians.
12. Fish.
13. Invertebrates.
14. An animal in the ownership of a veterinary clinic operated by a licensed veterinarian, any animal in the ownership of a person designated and licensed as an animal rehabilitator by the Kansas Wildlife and Parks Department, any animal in the ownership of a person temporarily transporting such animal through the City, and any animal in the ownership of a bona fide medical institution or accredited educational institution.
15. Any animal exhibited for sale, show, or other temporary purpose at the Geary County Fairgrounds.
16. Any animal temporarily owned by a facility licensed by the Kansas Animal Health

Department for the purpose of impounding, sheltering, or caring for animals.

- D. Except as otherwise set forth in subsection (C), no person shall possess more than five (5) of each of the animals specified in subsections (C)(1)-(5), with a cumulative total of said animals not to exceed ten (10) per residentially zoned district.

(Ord. No. G-866 §§1, 2, 5-6-97; Ord. No. G-867 §§1, 2, 9-2-97; Ord. No. G-991 §1, 12-6-05; Ord. No. G-1018 §§1, 2, 3-6-07; Ord. No. G-1030 §1, 9-4-07; Ord. No. G-1031 §1, 9-18-07; Ord. No. G-1094, § 3, 1-4-11)

Copy of new code which would allow one pit bull per household>>>>>>>>>>

SECTION 215.040: - CONTROL OR PROTECTION OF ANIMALS IN GENERAL

A. The owner of any animal shall be in violation of this Article and subject to the penalties prescribed herein if any such animal damages property not belonging to the owner.

B. It is unlawful for any person to:

1. Keep or harbor any fowl within the corporate limits of the City.
2. Break or train any horse or other animal on or within the reach of any street, sidewalk or other public place within the corporate limits of the City, except as authorized and/or under the direction of the City's Recreation Department.
3. Picket any horse, cow or other animal within reach of any street, sidewalk or other public place within the corporate limits of the City.
4. Kill any squirrel, skunk or any bird within the corporate limits of the City, provided that it shall be permissible for the Chief of Police or Animal Control Officer, through instruction from the Health Officer, to kill squirrels, skunks or birds that have become so numerous as to cause destruction or nuisance to property or in the event of disease occurring among such squirrels, skunks or birds that may be considered contagious to human beings.
5. Interfere with or molest a dog used by the Police Department of the City in the performance of the functions or duties of such Department.
6. Keep or harbor any animal which by loud, frequent or habitual barking, howling, yelping or other noise or action tends reasonably to disturb any person or neighborhood within the corporate limits of the City.
7. Keep or harbor a dangerous or vicious animal within the corporate limits of the City. An animal is considered dangerous or vicious as defined in Section 215.045.
8. No person shall own or harbor any dog for the purpose of dog fighting or train, torment, badger, bait or use any dog for the purpose of dog fighting or for the purpose of causing or encouraging the dog to engage in unprovoked attacks upon human beings or domestic animals.
9. Allow unspayed female dogs to be away from confinement or premises of the owner, except on a lead and under control of an adult person, when such dogs are in season.
10. Keep or harbor a dog, cat, or ferret over five (5) months of age within the corporate limits of the City without such animal having a current vaccination

against rabies performed by a veterinarian and securing an annual license. Rabies vaccination is hereby considered current for twelve (12) months for killed tissue vaccination and 3 years for a live virus vaccination; provided that vaccination may not be required if the owner of such animal will exhibit to the License Collector a statement from a veterinarian certifying that such vaccination would be injurious to such animal due to the condition of its health. Any person owning a dog within the City limits shall cause the dog to wear a collar or harness at all times to which shall be attached a current tag reflecting that the dog is vaccinated against rabies. The tag shall be visible at all times. Owners of cats and ferrets may retain proof of current rabies on their person or premises.

11. Sell or offer for sale, barter, give away or use as an advertising device or promotional display living baby chicks, rabbits, ducklings or other fowl under two (2) months of age, unless being sold by a business at a permanent location and there is a prominent sign at the point of sale indicating that chickens, ducks or other fowl may not be kept within the limits of the City of Junction City.
12. Sell or offer for sale or barter puppies or kittens unless being sold by a business at a permanent location or unless being sold or bartered from the home of the owner of the dame which had the litter from which came the puppies or kittens. Nothing in this Section shall be construed so as to prevent a City pound or animal shelter from selling puppies or kittens in accordance with such entities' adopted policies.
13. Allow animal waste to accumulate to the extent that it becomes a health hazard to any animal, any person or the public. Any accumulation of animal waste, when not immediately removed or discarded in a sanitary manner, is considered to be a potential health hazard, i.e., feces accumulation in homes, confined yards, pens, hutches, etc. "*Immediate*" in this instance is defined as waste accumulation of not more than one (1) days' duration.
14. Allow dog waste deposited upon the streets or public areas of Junction City or the private property of persons, not the owner of the dog, to remain upon said street or property without being removed by the owner of the dog as soon as the owner becomes or is made aware of the waste.
15. Allow any odors to emanate from any animal kept or harbored on the premises or to allow any odors to emanate from any feces or urine on the premises, any of which odors reasonably tend to offend any person.
16. Except as authorized in Section 405.010 of this Code, to keep, harbor, breed or slaughter any hogs, pigs, donkeys, mules, goats, sheep, burros, cattle or horses within the corporate limits of the City; provided that nothing herein shall prevent the bringing of such animals to any stockyard, auction, community sale, stock pavilion, slaughterhouse or packing house for the purpose of sale, shipment, show or commercial slaughter or packing; provided further that such animals are kept, harbored or fed in accordance with the regulations promulgated by the Office of Livestock Commissioner of the State of Kansas as set forth in Chapter 47, Article 10 of Kansas Statutes Annotated and amendments thereto. Animals intended for slaughter outside the City limits may not be harbored in the City except as authorized by this Subparagraph.
17. Keep or maintain, sell or offer for sale, barter or give away exotic animals within the corporate limits of the City; provided this Section shall not apply to: tropical or other fishes; birds; except those prohibited by Federal or State law: small rodents such as gerbils, rats, mice, hamsters, guinea pigs, chinchillas, mink, nutria and similar fur-bearing mammals; non-poisonous amphibians and reptiles, not including monitor lizards, alligators, caiman and crocodiles; provided further, that

this Section does not apply to educational or zoological institutions. The provisions of this Subparagraph shall not apply to dogs and cats.

18. Keep or harbor on a chain, rope or other type of leash any dog in such manner as to allow the animal to have access to any public sidewalk or public alley or utility right-of-way or any utility meter.
19. Keep or harbor on a chain, rope or other type of leash any dog in such a manner as to interfere with a person's access to the front door of a residence.
20. Keep, harbor, own or in any way possess within the City limits of the City of Junction City, Kansas, any coyote, wolverine or wolf or any breed of dog which is in any part a mixture of dog and coyote, or dog and wolverine, or dog and wolf or any dog hybridized with wild canines
21. Keep, harbor, own or in any way possess within the City limits of the City of Junction City, Kansas, any cat hybridized with wild felines.
22. Keep, harbor, own or in any way possess with the City Limits of the City of Junction City venomous snakes or lizards.

C. Animals excluded from prohibition are:

1. Domesticated dogs, with the exception of Pit Bulls, see Section 215.041 of this title.
2. Domesticated cats.
3. Domesticated rodents.
4. Domesticated European ferrets.
5. Domesticated hedgehogs.
6. Rabbits, except that no more than three (3) rabbits shall be permitted in a residentially-zoned district..
7. Domesticated birds as defined.
8. Non-venomous snakes less than eight (8) feet in length, except that such snakes shall be required to be maintained on the owner's premises or property.
9. Non-venomous lizards.
10. Turtles, except for species protected by state or federal law.
11. Amphibians.
12. Fish.
13. Invertebrates.
14. An animal in the ownership of a veterinary clinic operated by a licensed veterinarian, any animal in the ownership of a person designated and licensed as an animal rehabilitator by the Kansas Wildlife and Parks Department, any animal in the ownership of a person temporarily transporting such animal through the City, and any animal in the ownership of a bona fide medical institution or accredited educational institution.
15. Any animal exhibited for sale, show, or other temporary purpose at the Geary County Fairgrounds.
16. Any animal temporarily owned by a facility licensed by the Kansas Animal Health Department for the purpose of impounding, sheltering, or caring for animals.

D. Except as otherwise set forth in subsection (C), no person shall possess more than five (5) of each of the animals specified in subsections (C)(1)-(5), with a cumulative total of said animals not to exceed ten (10) per residentially zoned district. All Pit Bull exceptions apply as set forth in Section 215.041, et. al.

(Ord. No. G-866 §§1, 2, 5-6-97; Ord. No. G-867 §§1, 2, 9-2-97; Ord. No. G-991 §1, 12-6-05; Ord. No. G-1018 §§1, 2, 3-6-07; Ord. No. G-1030 §1, 9-4-07; Ord. No. G-1031 §1, 9-18-07; Ord. No. G-1094, § 3, 1-4-11)

SECTION 215.041: RESTRICTIONS ON THE OWNERSHIP OF PIT BULLS

A. No person shall own more than one (1) altered Pit Bull per premise or dwelling.

B. It shall be unlawful for any person to own, keep or harbor an adult unaltered Pit Bull.

C. The owner, keeper or person harboring a Pit Bull shall annually register the Pit Bull with the City of Junction City on such forms designated by the Chief of Police or designee, and shall have a microchip, traceable to the current owner of the dog, inserted into the dog. Microchip information shall be included in the dog's annual license application with the City of Junction City. The owner, keeper or harbinger shall pay all costs associated with the microchip procedure. The owner, keeper, or person harboring a Pit Bull shall notify the City of Junction City in writing a minimum of seven (7) days prior to any change in the address of the owner, keeper or person harboring the dog or the location of the dog.

D. The owner, keeper or harbinger shall complete an application and shall pay a \$100.00 annual registration fee to the City of Junction City

E. Any person who owns a Pit Bull, shall have six (6) months thereafter, to microchip, surgically sterilize, and register such animal pursuant to this title. Sterilization of the Pit Bull shall not be required upon certification, presented to the Chief of Police, by a veterinarian licensed by the State of Kansas that such sterilization would be injurious to such dog due to its health or age.

F. Any person aggrieved by the determination of the Chief of Police or designee that a dog is a Pit Bull as defined by Section 215.010 of this title, shall have the right to appeal such determination as set forth in Section 215.042.

G. The owner, keeper or person harboring a Pit Bull shall maintain liability insurance in the amount of \$100,000.00 dollars for that dog against the potential injury or damage liabilities and hazards associated with the ownership or possession of such dog. The owner or person harboring a Pit Bull shall file with the City at the time of registration a certificate of insurance reflecting the required minimum insurance.

H. It is unlawful for an owner, keeper or harbinger of a Pit Bull to permit the dog to be outside an approved or secure enclosure unless the dog is restrained by a substantial chain or leash and under physical restraint by a responsible person who is eighteen (18) years of age or older and possess sufficient strength for physical control of the animal for the purpose of transportation to and from a veterinarian for medical treatment. In such event, the Pit Bull shall be securely muzzled and restrained with a chain or leash not exceeding four feet in length, and shall be under the direct control and supervision of the owner, keeper or harbinger of the Pit Bull. The muzzle shall be made and used in a manner that will not cause injury to the dog or interfere with its vision or respiration, but shall prevent it from biting any human or animal.

I. Secure or approved enclosures required under this section must be approved by the Animal Control Officer.

J. The owner, keeper or harbinger shall allow access to the property where the Pit Bull is being harbored to facilitate inspections and insure compliance for the life of the animal.

K. Any individual who fails to comply with the requirements of this section shall be guilty of a misdemeanor.

SECTION 215.042: APPEAL FROM DETERMINATION THAT DOG IS A PIT BULL

A. The applicant of a denied application or the owner of a dog deemed to be a Pit Bull may request an administrative review of the determination by filing a written request with the City Clerk's Office or designee within ten (10) days of receipt of such notification.

B. The City Commission will conduct a hearing within twenty-one (21) days of receipt of the owner's request. At such hearing, testimony may be offered by the owner of the dog, the Animal Control Officer and/or staff of the Animal Control, neighbors, or other affected persons, and veterinarians concerning the lineage of the dog, or the care and maintenance of the dog.

C. The City Commission shall determine an appropriate disposition based on the facts determined at the hearing and the provisions of this chapter and will notify the applicant in writing of the outcome of the hearing within five (5) business days. The owner may appeal the outcome to the Geary County District Court.

Current City Code:

SECTION 215.040: - CONTROL OR PROTECTION OF ANIMALS IN GENERAL

A. Any owner, harborer or custodian of any animal found running at large within the corporate limits of the City shall be deemed guilty of a misdemeanor. Knowledge or intent on the part of the owner, harborer or custodian shall not be elements of this offense.

B. It is unlawful for any person to:

1. Keep or harbor any fowl within the corporate limits of the City.
2. Break or train any horse or other animal on or within the reach of any street, sidewalk or other public place within the corporate limits of the City, except as authorized and/or under the direction of the City's Recreation Department.
3. Picket any horse, cow or other animal within reach of any street, sidewalk or other public place within the corporate limits of the City.
4. Kill any squirrel, skunk or any bird within the corporate limits of the City, provided that it shall be permissible for the Chief of Police or Animal Control Officer, through instruction from the Health Officer, to kill squirrels, skunks or birds that have become so numerous as to cause destruction or nuisance to property or in the event of disease occurring among such squirrels, skunks or birds that may be considered contagious to human beings.
5. Interfere with or molest a dog used by the Police Department of the City in the performance of the functions or duties of such Department.
6. Keep or harbor any animal which by loud, frequent or habitual barking, howling, yelping or other noise or action tends reasonably to disturb any person or neighborhood within the corporate limits of the City. Persons so affected directly may sign a complaint in the Municipal Court.
7. Keep or harbor a dangerous or vicious animal within the corporate limits of the City. An animal is considered vicious if so adjudged by the Municipal Court of Junction City. Any person, including, but not limited to, the Animal Control Officer, may petition the Municipal Court for a finding that an animal is "vicious" and if so adjudged, the court may order said animal destroyed or confined by the owner in a manner and location approved by the Municipal Court.
8. No person shall own or harbor any dog for the purpose of dog fighting or train, torment, badger, bait or use any dog for the purpose of dog fighting or for the purpose of causing or encouraging the dog to unprovoked attacks upon human beings or domestic animals.
9. Allow unspayed female dogs to be away from confinement or premises of the owner, except on a lead and under control of an adult person when such dogs are in season.
10. Keep or harbor a dog or cat over five (5) months of age within the corporate limits of the City without such animal having a current vaccination against rabies performed by a veterinarian and securing an annual permit for a twelve (12) month period beginning at the date of the vaccination. Rabies vaccination is hereby considered current for twelve (12) months following date of vaccination; provided that vaccination may not be required if the owner of such animal will exhibit

to the License Collector a statement from a veterinarian certifying that such vaccination would be injurious to such animal due to the condition of its health.

11. Sell or offer for sale, barter, give away or use as an advertising device or promotional display living baby chicks, rabbits, ducklings or other fowl under two (2) months of age, unless being sold by a business at a permanent location and there is a prominent sign at the point of sale indicating that chickens, ducks or other fowl may not be kept within the limits of the City of Junction City.

a. Sell or offer for sale or barter puppies or kittens unless being sold by a business at a permanent location or unless being sold or bartered from the home of the owner of the dam which had the litter from which came the puppies or kittens. Nothing in this Section shall be construed so as to prevent a City pound or animal shelter from selling puppies or kittens in accordance with such entities adopted policies.

12. Allow animal waste to accumulate to the extent that it becomes a health hazard to any animal, any person or the public. Any accumulation of animal waste, when not immediately removed or discarded in a sanitary manner, is considered to be a potential health hazard, i.e., feces accumulation in homes, confined yards, pens, hutches, etc. "*Immediate*" in this instance is defined as waste accumulation of not more than one (1) days' duration.

a. Allow dog waste deposited upon the streets or public areas of Junction City or the private property of persons not the owner of the dog to remain upon said street or property without being removed by the owner of the dog as soon as the owner becomes or is made aware of the waste.

13. Allow any odors to emanate from any animal kept or harbored on the premises or to allow any odors to emanate from any feces or urine on the premises, any of which odors reasonably tend to offend any person.

14. Except as authorized in Section 405.010 of this Code, to keep, harbor, breed or slaughter any hogs, pigs, donkeys, mules, goats, sheep, burros, cattle or horses within the corporate limits of the City; provided that nothing herein shall prevent the bringing of such animals to any stockyard, auction, community sale, stock pavilion, slaughterhouse or packing house for the purpose of sale, shipment, show or commercial slaughter or packing; provided further that such animals are kept, harbored or fed in accordance with the regulations promulgated by the Office of Livestock Commissioner of the State of Kansas as set forth in Chapter 47, Article 10 of Kansas Statutes Annotated and amendments thereto. Animals intended for slaughter outside the City limits may not be harbored in the City except as authorized by this Subparagraph.

15. Keep or maintain, sell or offer for sale, barter or give away exotic animals within the corporate limits of the City; provided this Section shall not apply to: tropical or other fishes; birds; except those prohibited by Federal or State law: small rodents such as gerbils, rats, mice, hamsters, guinea pigs, chinchillas, mink, nutria and similar fur-bearing mammals; non-poisonous amphibians and reptiles, not including monitor lizards, alligators, caiman and crocodiles; provided further, that this Section does not apply to educational or zoological institutions. The provisions of this Subparagraph shall not apply to dogs and cats.

16. *Certain dangerous animals.*

a. Keep, harbor, own or in any way possess within the City limits of the City of Junction City, Kansas, any pit bull dog, provided that pit bulls registered with the Junction City Police

Department as set forth by the Chief of Police on or before May 16, 1997, may be kept within the City subject to the requirements set forth in paragraphs (b-i) of this Subparagraph. "Pit bull dog" is defined to mean:

(1) The Staffordshire Bull Terrier breed of dog.

(2) The American Pit Bull Terrier breed of dog.

(3) The American Staffordshire Terrier breed of dog.

(4) Any dog which has the appearance and characteristics of being predominantly of the breeds of Staffordshire Bull Terrier, American Pit Bull Terrier, American Staffordshire Terrier or any combination of these breeds.

b. Registration of pit bull dogs of any age, as provided, shall be conducted at the Junction City Police Department under procedures as set forth by the Chief of Police on forms provided by the Police Department and shall include acceptable photographs provided by the keeper, harborer or owner of said dogs for identification.

c. No household within the City limits of the City of Junction City, Kansas, shall keep or harbor or own any more than one (1) pit bull dog.

d. No person shall permit a registered pit bull dog to go outside its kennel or pen unless such dog is securely leashed with a leash no longer than four (4) feet in length. No person shall permit a pit bull dog to be kept on a chain, rope or other type of leash outside its kennel or pen unless a person is in physical control of the leash. Such dogs may not be leashed to an inanimate object such as trees, posts, buildings, etc., in addition, all pit bull dogs on a leash outside the animal's kennel must be muzzled by a muzzling device sufficient to prevent such dogs from biting persons or other animals.

e. All registered pit bull dogs shall be securely confined indoors or in a securely enclosed and locked pen or kennel, except when leashed and muzzled as above provided. Such pen, kennel or structure must have secure sides and a secure top attached to the sides. All structures used to confine registered pit bulls must be locked with a key or combination lock when such animals are within the structure. Such structure must have a secure bottom or floor attached to the sides of the pen or the sides of the pen must be embedded in the ground not less than two (2) feet. All structures erected to house pit bull dogs must comply with all zoning and building regulations of the City. All such structures must be adequately ventilated and kept in a clean and sanitary condition.

f. No pit bull dog may be kept on a porch, patio or in any part of a house or structure that would allow the dog to exit such building on its own volition.

g. It shall be unlawful for the owner, keeper or harbinger of a pit bull dog registered with the City of Junction City, Kansas, to fail to comply with the requirements and conditions set forth in this Section. Any dog found to be the subject of a violation of this Section shall be subject to immediate seizure and impoundment. In addition, failure to comply will result in the revocation of the license of such animal, resulting in the immediate removal of the animal from the City.

h. Reserved.

i. *Severability.* If any Section, sentence, clause or phrase of this Section 215.040: "Control or protection of animals in general" is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Section.

17. Keep or harbor on a chain, rope or other type of leash any dog in such manner as to allow the animal to have access to any public sidewalk or public alley or utility right-of-way or any utility meter.

18. Keep or harbor on a chain, rope or other type of leash any dog in such a manner as to interfere with a person's access to the front door of a residence.

19. Keep, harbor, own or in any way possess within the City limits of the City of Junction City, Kansas, any coyote, wolverine or wolf or any breed of dog which is in any part a mixture of dog and coyote, or dog and wolverine, or dog and wolf.

(Ord. No. G-866 §§1, 2, 5-6-97; Ord. No. G-867 §§1, 2, 9-2-97; Ord. No. G-991 §1, 12-6-05; Ord. No. G-1018 §§1, 2, 3-6-07; Ord. No. G-1030 §1, 9-4-07; Ord. No. G-1031 §1, 9-18-07; Ord. No. G-1094, § 3, 1-4-11)

Backup material for agenda item:

- a. Consideration of the Owner's Request for Annexation of the Property at 1205 Hoover Road and approval of the Annexation Agreement concerning connection to City utilities.

City of Junction City

City Commission

Agenda Memo

January 15, 2012

From: David L. Yearout, AICP, CFM, Director of Planning and Zoning

To: City Commission & Gerry Vernon, City Manager

Subject: Request by Landowner to Annex Property at 1205 Hoover Road, Approval of Annexation Agreement and Setting Public Hearing for Consideration of Rezoning by Metropolitan Planning Commission

Issue: Consideration of the written request of Robert Davis, Contract Buyer, 1205 Hoover Road, to annex the approximately 2 acres of land at 1205 Hoover Road.

Explanation of Issue: This item was tabled at the 12-18-2013 meeting to tonight's meeting. The supporting information below has remained the same.

Mr. Robert Davis, contract buyer and tenant of the property at 1205 Hoover Road, has submitted a written request for annexation of his property at 1205 Hoover Road. There was a mobile home located on this property that burned to the ground in April of 2012. Once Mr. Davis discerned a desire to establish another home, he approach the City about annexation because of a desire to connect to City water, which is located along Hoover Road in front of his property. Mr. Davis submitted a written request for the annexation on July 18, 2012.

The issue of annexation of this property also raised the question regarding connect to City sanitary sewers. Investigation showed the sanitary sewer line on the northwest side of the Union Pacific Railroad right-of-way. To make service available, either the service line would need to cross the right-of-way, or the sanitary sewer main would need to be extended across the railroad right-of-way. The City asked Kaw Valley Engineering to provide a cost estimate for the extension of the sanitary sewer main, which estimates the cost to be \$45,600.00. The bulk of this cost is to bore and case the sewer main under the railroad right-of-way, which is a requirement of the railroad. After extensive internal discussion, including the fact the sewer extension would also provide service to the land owned by the City adjacent to Mr. Davis' land, it was determined the sewer utility should cover the bulk of the costs associated with the sewer extension and the landowner, as well as future properties, should pay a "buy-in" cost of \$3,000.00 per service connection, exclusive of any other costs associated with extending addition main lines or private service lines in the future.

After discussion with Mr. Davis, including verification from the Geary County Health Department of the restrictions on the reuse of the existing on-site wastewater system (old septic tank and lateral field), it was determined the annexation would also require connection to the sanitary sewer system of the City, as well as the water system. All these conditions are included in the Annexation Agreement presented for approval at this meeting.

Additionally, the property is within the floodplain and reconstruction of the home will be required to meet the standards of the Floodplain Regulations. While this is in the County at this time, the requirements and standards are the same whether the property is within the County or the City. The owners have provided an elevation certificate that verifies the flood elevations and have committed to raise the home to an elevation appropriate to remove the home from the regulatory flood. A conditional building permit has been authorized to begin the process to construct the elevated foundation, subject to the completion of the annexation agreement and the City's acceptance of the utility connections as outlined in the Annexation Agreement. The owners are aware of the costs associated with these actions.

Finally, the City Attorney has verified that before the annexation can be approved in final ordinance form, the Metropolitan Planning Commission must conduct a public hearing to recommend the appropriate zoning classification under the City Zoning Regulations for the property. This would be the "RS" Suburban Residential Zoning District. The action needed at this meeting is to direct the setting of the public hearing by the MPC to start that process.

Alternatives:

1. Approve the annexation of the property, approve the Annexation Agreement and set the public hearing for rezoning of the property by the Metropolitan Planning Commission.
2. Disapprove the request to annex the property.

Staff Recommendation: Staff believes the actions outlined above are the appropriate steps to take and are in the best interests of both the City and the landowner in the short and long terms. The issues that have slowed this process deal with the costs associated with gaining access to the city water and sewer utilities. Once that was verified, the agreement and recommended cost allocations could be made to the City Commission for final approval.

Staff strongly recommends the request for annexation be approved, the Annexation Agreement be approved, which includes the allocation of costs for connection to the water and sewer utilities of the City, and the City Commission take action to begin the rezoning of the property as required by City Code.

Suggested Motion:

Commissioner _____ moved to approve the request submitted by Mr. Robert Davis, Contract buyer, 1205 Hoover Road, for the annexation of his property on Hoover Road, authorize the Mayor to execute the Annexation Agreement regarding said annexation, which sets the costs for connection to the City water and sewer utilities, and set the public hearing by the Metropolitan Planning Commission to rezone the property into the appropriate zoning classification under the City of Junction City Zoning Regulations at the next available date.

Commissioner _____ seconded the motion.

Enclosures:

Davis Letter
Kaw Valley Engineering Letter – Sewer Extension

**AGREEMENT REGARDING
ANNEXATION OF CERTAIN PROPERTY AND EXTENSION OF CITY SERVICES**

THIS AGREEMENT made and entered into this ____ day of December, 2012, by and between **Thomas D. Slick Trust, by Thomas D. Slick, Trustee, and Robert and Rebecca Davis, husband and wife**, of Junction City, Kansas, as owners of certain property adjacent to the City of Junction City, Kansas, in Geary County, Kansas; herein referred to as "owners", and the **City of Junction City, Kansas**, a Kansas municipal corporation, as the "City".

RECITALS:

- A. The owner owns all the land described in Attachment "A" to this agreement, said land being adjacent to the City of Junction City, Kansas (the "site").
- B. The owner desires to have said land annexed into the City and has filed a written request for said annexation.
- C. The owner desires to construct a new home on said land and have said home connected to public water and public sanitary sewer systems of the City.
- C. As a condition to allow the annexation and construction requested by the owner, the City has certain requirements and conditions that must be met in order for the annexation to be granted and the construction to occur.
- D. The parties desire to enter into a detailed agreement regarding the foregoing in connection with and in contemplation of the City's governing body granting the annexation of said property.

NOW, THEREFORE, for and in consideration of the City's approval of the annexation of said property, the mutual covenants and agreements contained herein and other good and valuable consideration the receipt and sufficiency which is hereby acknowledged, the parties agrees as follows:

- 1. **Construction of New Residence**. The owner agrees to obtain a building permit from the City for the construction of the new residence on the subject property with the understanding that the owner shall comply with all requirements of the City, including compliance with all requirements for construction within a designated flood plain, including but not limited to appropriate measures to protect the new residence by floodproofing the residence or providing appropriate protection from future flooding as permitted by the Flood Plain Regulations of the City.
- 2. **Connection to City Water Service**. The City agrees to provide a location for a new water service connection to be made to the City water main along Hoover Road, subject to the owner paying all costs associated therewith in accordance with City ordinances.
- 3. **Expansion and Connection to City Sanitary Sewer Service**. The City agrees to extend the sanitary sewer service across the Union Pacific Railroad right-of-way at the expense of the City, to a point adjacent to the owner's property and that the owner shall have the authority to connect to said sanitary sewer service as said point. The owner agrees to pay a connect fee of \$3,000.00 to make said connection to the sanitary sewer

6. **Miscellaneous Provisions.**

- 7.1 **Necessity of Formal Action by City.** Nothing contained in this Agreement shall be deemed to obligate the City or any of its various departments, boards or agencies, acting within their respective governmental capacities, to formally approve any action, issue any permit, enact or adopt any ordinance or resolution, or take any other legislative or quasi-judicial action related to any development within the Site by the owner, including any rezoning, acceptance of plats or vacation of public streets or alleys. Any such approvals, permits or actions by the City shall be made, issued or enacted only pursuant to formal action duly conducted by the City's governing body, or applicable board or agency, to the extent so required by the City's ordinances, subdivision and zoning regulations, and procedural requirements and the applicable laws of the State of Kansas.
- 7.2 **Force Majeure.** In the event any party to this Agreement shall be delayed or hindered in or prevented from the performance of any act required under this Agreement by reason of acts of God, strikes, lockouts, failure of power or other insufficient utility service, riots, insurrection, environmental remediation required by the any government authorities, discovery of cultural, archeological or paleontological resources or endangered species, any lawsuit seeking to restrain, enjoin, challenge or delay construction, war, terrorism or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Agreement, then performance of such act shall be excused for the period of the delay, and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. The provisions of this Section shall not be applicable to delays resulting from the inability of a party to obtain financing or to proceed with its obligations under this Agreement because of a lack of funds.
- 7.3 **Organization and Due Authorization Covenants of Parties.**
- (a) **Representations and Warranties of Owner.** Owner represents the execution, delivery and performance by owner of this Agreement are within owner's powers and have been duly authorized by all necessary action of owner. This Agreement is the legal, valid and binding obligation of owner, enforceable against owner in accordance with the terms hereof.
- (b) **Representations and Warranties of the City.**
- (i) **Authority.** The execution, delivery and performance by the City of this Agreement are within its powers and have been duly authorized by all necessary action.
- (ii) **No Conflicts.** Neither the execution and delivery of this Agreement, nor the consummation of any of the transactions herein or therein contemplated, nor compliance with the terms and provisions hereof or thereof, will contravene the ordinances, rules, regulations of the City or the laws of the State of Kansas nor result in a breach, conflict with or be inconsistent with any terms, covenants, conditions or provisions of any indenture, agreement

or other instrument by which the City is bound or to which the City is subject.

(iii) No Consents. No consent, authorization, approval, order or other action by, and no notice to or filing with, any court or governmental authority or regulatory body or third party is required for the due execution and delivery by the City of this Agreement. No consent, authorization, approval, order or other action by, and no notice to or filing with, any court or governmental authority or regulatory body or third party is required for the performance by the City of this Agreement or the consummation of the transactions contemplated hereby.

(iv) Valid and Binding Obligation. This Agreement is the legal, valid and binding obligation of the City enforceable against the City in accordance with its terms.

7.4 Amendments. This Agreement may be amended, changed or modified only by a written agreement duly authorized and executed by each party to this Agreement.

7.5 Construction and Enforcement. This Agreement shall be construed and enforced in accordance with the laws of the State of Kansas.

7.6 Invalidity of Any Provisions. If for any reason any provision hereof shall be determined to be invalid or unenforceable, the validity and effect of the other provisions hereof shall not be affected thereby.

7.7 Headings. The Article and Section headings shall not be treated as a part of this Agreement or as affecting the true meaning of the provisions hereof.

7.8 Execution of Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

7.9 Time. Time is of the essence in this Agreement.

7.10 Consents and Approvals. Wherever in this Agreement it is provided that any party shall, may or must give its approval or consent, such party shall not, unless specifically herein provided otherwise, unreasonably withhold, condition, delay or refuse to give such approvals or consents. It is agreed, however, that the sole right and remedy for any party in any legal action concerning the another party's reasonableness will be an action for declaratory judgment and/or specific performance, and in no event shall the aggrieved party be entitled to claim consequential or monetary damages of any type or nature in any such action.

7.11 Supersedes Other Agreements. This Agreement reflects the entire Agreement between the City and owner to the public improvements serving the Site and supersedes any other agreements, written or verbal, between the parties regarding the same. This Agreement shall be amended only by written instrument signed by each of the parties and delivered to one another.

7.12 No Joint Venture. Nothing in this Agreement is intended, nor shall this Agreement be construed to create, an expressed or implied partnership or joint venture between the City and owner for the installation of the Work or the development of the Site. Neither party shall have any authority to commit for or legally bind the other party, except to the extent otherwise provided for in this Agreement.

7. **Binding Effect**. The agreements and obligations under this Agreement shall extend to and bind the parties and their respective grantees, successors and assigns. Owner, at their cost and expense, shall record this Agreement against all of the site with the Office of the Register of Deeds of Geary County, Kansas. The provisions of this Agreement, including but not limited to the warranty obligations set forth herein, shall survive termination of expiration of this Agreement and/or final approval by the City of the Work.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

Thomas D. Slick Trust

By: _____
Printed Name: Thomas D. Slick, Trustee
"Owner"

Robert Davis

By: _____
Printed Name: Robert Davis
"Owner"

Rebecca Davis

By: _____
Printed Name: Rebecca Davis
"Owner"

ATTEST:

The City of Junction City, Kansas,
a Kansas municipal corporation

Tyler Ficken, City Clerk

By: _____
Pat Landes, Mayor
"City"

RECEIVED
JUL 18 2012

To: Junction City Mayor

Junction City/Geary County
Planning and Zoning

I, Robert D. Davis would like to request that the City of Junction City KS, ANNEX my property at 1205 Hoover Rd. into the City. The reason I make this request is that, I am in the process of putting in a new home on the property and would like to use city water.

There is a water line in the front of the property already and would cost the city nothing or very little to allow me to tie into the City water system. There is City sewere system across the tracks from my property I may be able to tie into depending on the depth of the system. If not I have a septic system in place on the property.

This would be a new double wide or Modular home and I do not want to run water from my well through it and would really like

RECEIVED

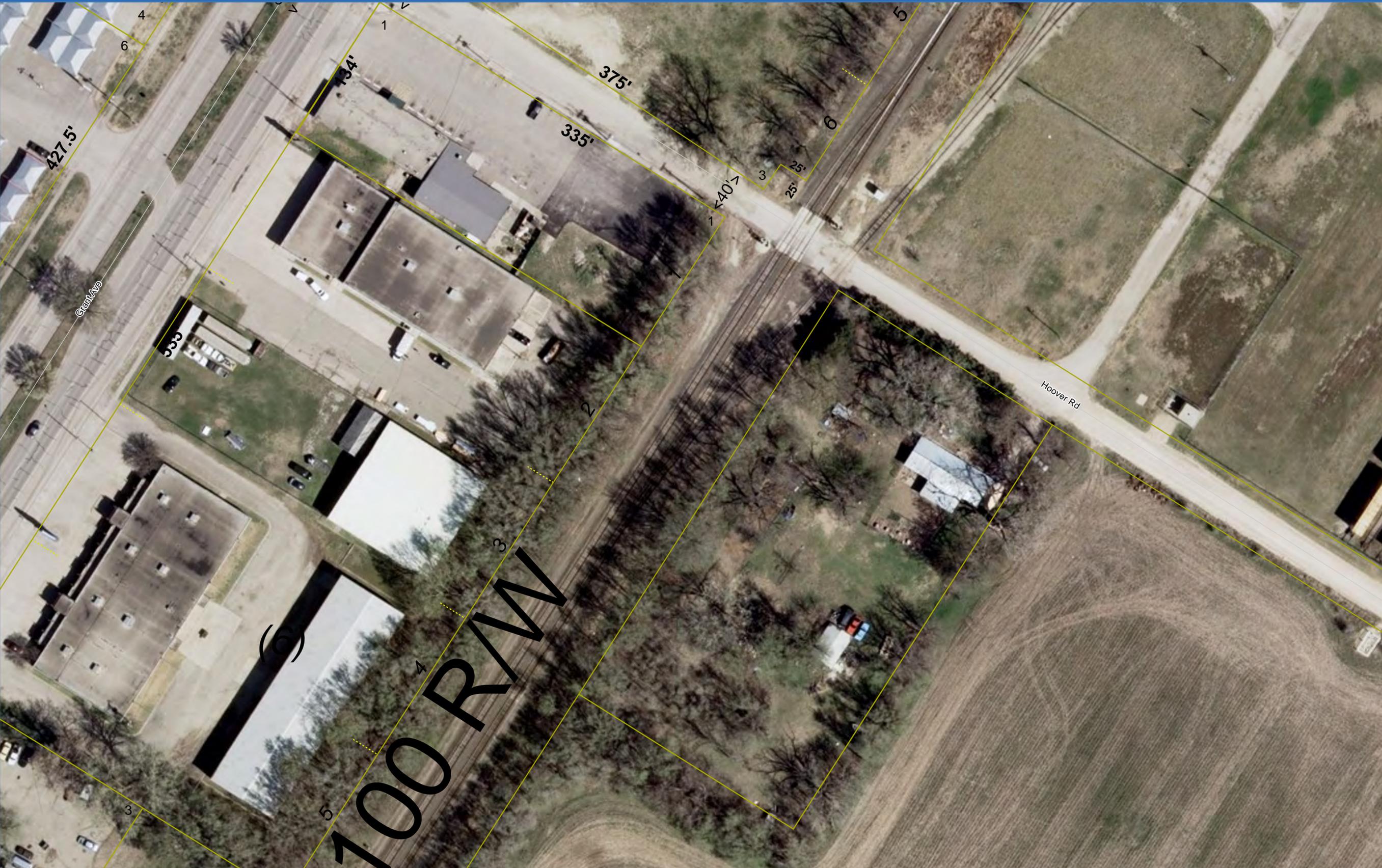
to use to City water.

Division of
City & County

Thank You for Your Time

Robert P. Davis

Robert P. Davis



1205 Hoover Road

Date: 10/15/2012

Geary County makes every effort to produce and publish the most current and accurate information possible. This information is furnished as a public service. The information must be accepted and used by the recipient with the understanding that the data was developed and collected for the purpose of developing property valuations, using the criteria of fair market value, as required by the State of Kansas. The Appraised Value and Tax Information are updated at different times during the year and, therefore, may not always reflect same year values. Geary County assumes no liability whatsoever associated with the use or misuse of such data, and disclaims any representation or warranty regarding the completeness or accuracy of the data.

Note: Acreage and Square Footage data shown are approximate and may not be consistent with records maintained for appraisal purposes.

©2010 Geary County, Kansas Government.

Data sources: Geary County, Kansas Government, City of Junction City, Kansas Geospatial Commons (DASC), USDA

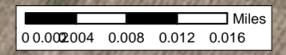
- Legend**
- Highways
 - Property Parcels
 - Roads
 - Subdivisions
 - City Limits



For more maps and information resources, visit us at - <http://www.geary.kansasgis.com>



Geary County, Kansas



Backup material for agenda item:

- b. Consideration of the Written Request of the Property Owner to Deannex Property on the South Side of Rucker Road at the west City limit line.

City of Junction City

City Commission

Agenda Memo

January 15, 2013

From: David L. Yearout, AICP, CFM, Director of Planning and Zoning

To: City Commission & Gerry Vernon, City Manager

Subject: Request by Landowner to Deannex Property on the South Side of Rucker Road at the west City Limit Line

Issue: Consideration of the written request of James Didas, 2823 Rucker Road, to deannex approximately 35 acres of land on the south side of Rucker Road at the west City Limit line.

Explanation of Issue: This item was tabled at the 12-18-2013 meeting to tonight's meeting. The supporting information below has remained the same.

The City received a letter from Mr. James Didas, 2823 Rucker Road, requesting the deannexation of his property. Mr. Didas recently purchased the property on the south side of Rucker Road, containing approximately 35 acres, this year. This property was annexed into the City at the request of the then owner in 2008 in anticipation of additional development of the property to be called Sutter Woods Unit No. 2. The original proposal included the potential of multiple family residential development and other proposed developments that were subsequently dropped as the economy collapsed. That action occurred in the spring of 2009. However, as part of the rezoning and platting considerations, the annexation ordinance was completed, which brought the entire property into the City.

Adjoining properties were approved for rezoning and platting during the same time period and considerable extensions of the necessary streets and utilities were made to accommodate future development of the properties in the area. In fact, Rucker Road has been improved to City standards along the complete frontage of this property, and all other city utilities are been constructed to the property on the north, south and east sides. The west side of this property is also the west City limit line on the south side of Rucker Road.

This property has a single-family home on it, with the remaining property undeveloped. Mr. Didas purchased the property with the full knowledge the land was within the City of Junction City. Mr. Didas contacted the City regarding the requirements for keeping farm animals on the property and was provided the ordinances and language governing this situation. In short, the ordinances permit Mr. Didas to have farm animals because he owns more than 5 acres of land; however the property must be fenced so no animals are kept within 100 feet of the property lines.

Mr. Didas has indicated a desire to have the property deannexed because of his immediate plans for the property. As stated in his letter, he desires to use the property for keeping of farm animals and has no immediate plans for development of the property. Further, his home is not connected to City utilities at this time.

Alternatives:

1. Approve the deannexation of the property and direct staff to prepare the appropriate ordinance.
2. Disapprove the request to deannex the property.

Staff Recommendation: Staff strongly believes the deannexation of the property is not in the best interests of the City on either the short or long term. This land was annexed in anticipation of the development of the

property. Those plans did not reach a conclusion because of the collapse of the economy in 2008. All city utilities are in place adjacent to this property and Rucker Road was improved to City standards with curbs and gutters completely along the frontage of this property. The public investment capable of supporting urban development of this property has been made and should be protected until the market is ripe for the ultimate development of this property. Further, the landowner was fully aware of the conditions and situation concerning this property when he purchased the property.

Staff strongly recommends the request for deannexation be denied.

Suggested Motion:

Commissioner _____ moved to deny the request submitted by Mr. James Didas, 2823 Rucker Road, for the deannexation of his property on Rucker Road.

Commissioner _____ seconded the motion.

Enclosures:

Didas Letter

October 30, 2012

Jim Didas
2823 Rucker Rd
Junction City, KS 66441

Junction City Manager; Mr. Gerry Vernon,
Junction City Mayor; Mr. Pat Landes,
Junction City Commissioners

Dear Sir's,

I am writing to request consideration of de-annexing a parcel of property from the corporate limits of Junction City, KS. The reasons are many but first and foremost the property, located at 2823 Rucker Road, is our primary residence without city amenities (water, sewer, gas).

I'm sure several years ago plans were made for the expansion of JC and lines had to be drawn somewhere, but in actuality the development did not progress onto this parcel and a single family home has existed on the property for over nine years. My wife and I purchased the property a few months ago to enjoy the country feeling close to town and to benefit from the close proximity to our primary work locations, but thoughts of adding a few head of cattle also made the parcel very appealing, with the proximity to adjoining farm land and access to country dirt roads also contributing to our decision.

Please note that slightly south of our property along the westerly city limits it appears precedence has been established whereas the city limits jog around a single-family residence contained within another large parcel of land. With that in mind I request a meeting with you and/or the commissioners to discuss this matter so please provide a time and location for such a gathering where this item will be on the agenda.

Very Respectfully,

Jim Didas

Office: 785-238-6162

Cell: 315-276-6787

Email: jim@racllc.com