

December 17, 2013  
City Commission Room, 700 N. Jefferson, Junction City KS 66441

Mayor Cecil Aska  
Vice Mayor Pat Landes  
Commissioner Mick McCallister  
Commissioner Jim Sands  
Commissioner Michael Ryan  
City Manager Gerald Smith  
Assistant City Manager Cheryl Beatty  
City Attorney Catherine Logan  
City Clerk Tyler Ficken

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

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-24 dated November 27, 2013 to December 9, 2013 in the amount of \$625,983.15

b. Consideration of December 3, 2013 City Commission Minutes.

c. Consideration of R-2760 supporting the tax credit application made by Riverfront Developer for property located at Fuller Circle.

d. Consideration of lease with Bid Daddy fireworks.

e. The consideration and approval to award bid to Harold Glessner Dirt Contracting for the Demolition of 416 W 12th St in the amount of \$2,560.

f. Consideration of award of bid for architect services for CDGB Grant Project for renovation of the building at 617 N. Washington Street.

4. **SPECIAL PRESENTATIONS:**

a. Presentation on the Flint Hills Metropolitan Planning Organization Public Participation Plan.

5. **NEW BUSINESS:**

a. The consideration and approval of City staff recommendation for the 2014 Street Maintenance Improvement Program and Approval of Use of Un-appropriated of Special Highway Funds.

- [b.](#) Consideration and approval of a Resolution for the Submittal a Transportation Alternatives Grant - K-18 Pedestrian pathway.
- [c.](#) Consideration of Municipal Court building improvement project.
- [d.](#) Consideration of Salary Resolution R-2742.
- [e.](#) Consideration of Purchase of Unitrends Recovery-833 Backup Appliance and 3 year service agreement at a cost of \$59,416.80.
- [f.](#) Consideration of farm lease award of bids and approval to enter into agreements.
- [g.](#) Consideration of R-2743 boundary resolution.
- [h.](#) Consideration of a letter of support for exemption for Acorns Resort from 90 day non-occupancy requirement.

6. **COMMISSIONER COMMENTS:**

7. **STAFF COMMENTS:**

8. **ADJOURNMENT:**

**Backup material for agenda item:**

- a. Consideration of Appropriation Ordinance A-24 dated November 27, 2013 to December 9, 2013 in the amount of \$625,983.15

# City of Junction City

## City Commission

### Agenda Memo

December 17<sup>th</sup> 2013

**From:** Cynthia Sinkler, Water Billing and Accounts Payable Manager  
**To:** City Commissioners  
**Subject:** Consideration of Appropriation Ordinance A-24 dated—Nov 27<sup>th</sup> 2013-  
Dec 9th 2013 in the amount of \$ 625,983.15

**Background:** Attached is listing of the Appropriations for —Nov 27<sup>th</sup>-Dec 9<sup>th</sup> 2013

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#### **Appropriations —Nov 27<sup>th</sup>-Dec 9th 2013**

##### ACH Payments

Veolia	\$249,316.44
Visa	\$37,036.39

##### Due before Next Commission Meeting

Fuel Bill	\$22,847.59
Emprise	\$30,146.07
Home Lumber	\$428.80





DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT			
NON-DEPARTMENTAL	GENERAL FUND	INTERNAL REVENUE SERVICE	11/29/13	FEDERAL WITHHOLDING	31,098.86			
			11/29/13	SOCIAL SECURITY WITHHOLDIN	5,351.24			
			11/29/13	MEDICARE WITHHOLDING	3,795.38			
					ING LIFE INSURANCE & ANNUITY COMPANY	11/29/13	ING	3,293.15
					JUNCTION CITY FIREFIGHTERS AID ASSOCIA	11/29/13	FIREFIGHTERS AID ASSOCIATI	125.00
					CARVER & BLANTON SHEA	11/29/13	GARNISHMENT	400.50
					KANSAS PAYMENT CENTER	11/29/13	GARNISHMENT	546.62
						11/29/13	GARNISHMENT	290.77
						11/29/13	KANSAS PAYMENT CENTER	603.39
					JAY W. VANDER VELDE	11/29/13	JAY W VANDER VELDE	23.68
					W H GRIFFIN, TRUSTEE	11/29/13	12-22755-13	682.62
					H KENT HOLLINS	11/29/13	GARNISHMENT	187.86
					FIREMEN'S RELIEF ASSOCIATION	11/29/13	FIREMANS RELIEF	222.00
					JCPOA	11/29/13	JCPOA	760.00
					KANSAS DEPT OF REVENUE	11/29/13	STATE WITHHOLDING	9,855.39
					KANSAS PUBLIC EMPLOYEES	11/29/13	KPERS #1	1,634.61
						11/29/13	KP&F	13,838.31
						11/29/13	KPERS #2	2,150.31
					CITY OF JC FLEX SPENDING ACCT 1074334	11/29/13	FLEX SPENDING-1074334	25.00
					KANSAS STATE TREASURER	12/02/13	REINSTATEMENT FEES	662.00
						12/02/13	JUDICIAL EDUCATION FEES	93.00
						12/02/13	LAW ENFORCEMENT FEES	3,709.00
						12/02/13	COMMUNITY CORRECTIONS	977.00
					UNITED WAY OF JUNCTION CITY-GEARY COUN	11/29/13	UNITED WAY	183.64
							TOTAL:	80,509.33
			GENERAL FUND	GENERAL FUND	ALPHA KAPPA ALPHA KENTHIA RHYNE	12/05/13	GYM RNTL FOR 12/7/13-CXD	100.00
						12/09/13	BAND STAND-CXD 2013	15.00
							TOTAL:	115.00
			INFORMATION TECHNOLOGY	GENERAL FUND	CENTURYLINK COMMUNICATION, INC. VERIZON WIRELESS	12/09/13	INFORMATION SYSTEMS	14.27
						11/12/13	IS Director	61.66
						11/25/13	GVP CELL NOVEMBER 2013	80.02
						12/02/13	Metro E - Municipal Buildi	1,290.00
						12/02/13	Phone Lines - Cox	36.13
12/02/13	Fire Union - FS2 Internet	47.95						
12/02/13	Channel 3 Digital Music	34.73						
12/01/13	Web Publishing Fees	200.00						
	TOTAL:	1,764.76						
ADMINISTRATION	GENERAL FUND	INTERNAL REVENUE SERVICE				11/29/13	SOCIAL SECURITY WITHHOLDIN	391.86
			11/29/13	MEDICARE WITHHOLDING	91.65			
			12/09/13	SAFE BOX-2014-51 S 130	65.00			
			12/09/13	ADMIN-2014-SUBSCRIPTION	111.60			
			12/09/13	ADMINISTRATION	178.49			
			12/09/13	ADMINISTRATIVE SERVICES	14.27			
			12/09/13	EDC-ADMINISTRATION	28.54			
			12/09/13	SHH-ADMIN	14.27			
			12/09/13	ADMIN-NOV 2013-CRDT ADJUST	0.38			
			11/25/13	785-307-8966=CITY MANAGER	64.56			
			11/25/13	620-532-1756=FINANCE DIR	54.66			
			11/25/13	210-7021=CITY CLERK	51.66			
			11/25/13	210-5380-HR DIRECTOR	51.66			
			11/25/13	323-7174-CITY ATTORNEY	51.66			
			12/23/13	PLANNER, RECYCLE BINS, CA	232.97			
			11/17/13	AGENDAPAL	449.00			

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT
		KRISTOFER FINGER	12/09/13	HOLIDAY GIFT BASKET-2013	21.16
		COX BUSINESS SERVICES	12/02/13	Phone Lines - Cox	139.09
			12/02/13	Phone Lines - Cox SHH	32.42
		GEARY COUNTY TREASURER	12/01/13	1-03086-W 14TH-DEC 2013 PI	144.86
			12/01/13	1-04269CA-LACY DR-DEC 13 P	12,718.58
			12/01/13	1-04269CB-2401 LACY-DEC 13	3,313.93
			12/01/13	1-05330A5-E ASH(POND)-DEC	2,030.64
			12/01/13	1-05374-GRANT AVE-DEC 2013	486.34
			12/01/13	1-05374B-HOOVER-DEC 2013 P	60.42
			12/01/13	1-05379-HOOVER-DEC 2013 PI	161.16
			12/01/13	1-05346A-HOOVER-DEC 2013 P	493.64
			12/01/13	1-05753AD-LACY(DITCH)DEC 1	312.24
			12/01/13	1-05845-2618 MID AMERICA-D	21,859.80
			12/01/13	1-04269CBA-STRAUSS BLVD-DE	35,493.90
			12/01/13	1-04269CBB-STRAUSS BLVD-DE	22,821.22
		KANSAS BAR ASSOCIATION	12/05/13	CRMN. LAW-GOV 2010-2013 DU	130.00
		WESTAR ENERGY	12/09/13	617 N WASHINGTON	21.83
			12/09/13	700 N JEFFERSON	1,744.51
			12/09/13	MUNICIPAL BLDG-POLE LIGHT	18.70
			12/09/13	701 N JEFFERSON-EDC	177.11
			12/09/13	902 E CHESTNUT-SHH	365.24
			12/09/13	2718 INDUSTRIAL-VENTRIA	5,231.85
			12/05/13	LATE FEE	16.02
		KANSAS PUBLIC EMPLOYEES	11/29/13	KPERS #1	224.03
			11/29/13	KPERS #2	331.51
		LEAGUE OF KANSAS MUNICIPALITIES	12/09/13	BEATTY LKM CONFERENCE 2013	200.00
			12/09/13	FICKEN LKM FULL CONFERENCE	200.00
			11/02/13	HOT TOPIC WEBINAR SOCIAL M	25.00
		TMHC SERVICES, INC.	12/06/13	SCREENING FOR PUBLIC WORKS	1,015.00
			12/06/13	RANDOM SCREENINGS	363.75
		MONTGOMERY COMMUNICATIONS INC	12/09/13	BUDGET AMENDMENT HEARING	99.31
			12/09/13	G-1140	31.12
			12/09/13	G-1139	33.48
			12/09/13	G-1138	35.82
			12/09/13	G-1137	33.48
			12/09/13	G-1136	42.88
		POSTMASTER	12/05/13	2014-PO BOX DUES	450.00
		LATHROP & GAGE LLP	11/15/13	GEN BUS.MATTERS THRU 10/31	11,208.50
				TOTAL:	123,940.01
BUILDING MAINTENANCE	GENERAL FUND	INTERNAL REVENUE SERVICE	11/29/13	SOCIAL SECURITY WITHHOLDIN	216.78
			11/29/13	MEDICARE WITHHOLDING	50.69
		INTRUST BANK, N.A.	12/09/13	LEASE PURCHASE PAYMENT PRI	201.75
			12/09/13	LEASE PURCHASE PAYMENT INT	25.96
		VERIZON WIRELESS	11/25/13	CHUCK WRIGHT	51.66
			11/25/13	785-210-6618 MAINT BUILDIN	98.07
		C & K CONSTRUCTION	11/19/13	ANIMAL SHELTER DRAINS	80.00
		DAVE'S ELECTRIC, INC.	10/28/13	OPERA HOUSE LIGHTS	234.00
			10/28/13	OPERA HOUSE LIGHTS	21.40
		KANSAS PUBLIC EMPLOYEES	11/29/13	KPERS #1	104.78
			11/29/13	KPERS #2	202.56
		THERMAL COMFORT AIR, INC	11/05/13	RED FLAGS PEC#0000039224	156.00
			11/05/13	RED FLAGS PEC#0000039224	160.60
			11/05/13	RED FLAGS PEC#0000039224	14.93
			11/05/13	A/C INOP LABOR	120.00
			11/05/13	A/C INOP MATERIALS	19.99

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT
				TOTAL:	1,759.17
PARKS	GENERAL FUND	INTERNAL REVENUE SERVICE	11/29/13	SOCIAL SECURITY WITHHOLDIN	517.37
			11/29/13	MEDICARE WITHHOLDING	121.00
		BROOK'S YAMAHA	11/20/13	CLUTCH FOR BUNKER RAKE	366.03
		VERIZON WIRELESS	11/25/13	209-0933=PARKS WORKER	0.00
			11/25/13	209-1306=PARKS WORKER	0.00
			11/25/13	210-7130=PARKS WORKER	32.08
			11/25/13	210-7131=PARKS/REC DIRECTO	70.05
			11/25/13	223-1324=PARKS WORKER	41.10
			11/25/13	307-8579=MIFI	40.01
			11/25/13	785-761-6414 PARKS WORKER	6.07-
		COX BUSINESS SERVICES	12/02/13	WUPD - Metro E	182.50
			12/02/13	WUPD - Telephone	81.58
		WESTAR ENERGY	12/09/13	2307 N JACKSON-POLE LIGHTS	248.44
			12/09/13	1021 GRANT-FEMA LAND	26.25
			12/09/13	100 GRANT-WASH-MONT PLAZA	133.09
			12/09/13	CORONADO PARK BATHROOMS	25.56
			12/09/13	CORONADO PARK LIGHTS	14.83
			12/09/13	CORONADO PARK TENNIS LIGHT	19.95
			12/09/13	RIMROCK PARK LIGHTS	104.63
			12/09/13	RIMROCK PARK LIGHTS	288.89
			12/09/13	NORTH PARK LIGHTS	26.92
			12/09/13	NORTH PARK LIGHTS	130.20
			12/09/13	SOUTH PARK LIGHTS	87.07
			12/09/13	SOUTH PARK LIGHTS	74.10
			12/09/13	SOUTH PARK BATHROOM	23.24
			12/09/13	FILBY PARK LIGHTS	69.02
			12/09/13	14TH&CUSTER-FILBY BATHROOM	19.95
			12/09/13	5TH ST PARK-TENNIS	83.08
			12/09/13	5TH&WASHINGTON-HERITAGE	35.30
			12/09/13	5TH ST PARK LIGHT POLES	190.42
			12/09/13	5TH ST PARK LIGHT POLES	161.54
			12/09/13	420 GRANT-BRAMLAGE	101.13
			12/09/13	SERTOMA PARK LIGHTS	19.95
			12/09/13	CLEARY PARK LIGHTS	384.87
			12/09/13	CLEARY PLAYGROUND LIGHTS	26.16
			12/09/13	CLEARY PARK BATHROOM	19.95
			12/09/13	1020 W 11TH 1/2-CLEARY BLD	64.09
			12/09/13	RATHERT FIELD LIGHTS	50.35
			12/09/13	RATHERT FIELD	260.73
			12/09/13	RATHERT FIELD LIGHTS	107.70
			12/09/13	1200 N FRANKLIN ST	58.55
			12/09/13	200 N EISENHOWER-SIGN	189.81
			12/09/13	PAWNEE PARK LIGHT	26.16
			12/09/13	NORTH PARK-CONCESION	157.76
			12/09/13	302 W 18TH-BUFFALO SOLDIER	292.14
			12/09/13	2301 SVR-PLANTERS	19.00
			12/09/13	930 E GUNNER-PATH LIGHT	100.68
			12/09/13	920 E GUNNER-PATH LIGHT	90.84
			12/09/13	145 E ASH-RIVER WALK	190.16
			12/09/13	1821 CAROLINE AVE-BLUFFS	27.62
			12/09/13	900 W 12TH-PARK LIGHT	49.68
			12/09/13	5TH & EISENHOWER-SIGN	86.27
		KANSAS PUBLIC EMPLOYEES	11/29/13	KPERS #1	530.03
			11/29/13	KPERS #2	203.45

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT
				TOTAL:	6,265.21
SWIMMING POOL	GENERAL FUND	COX BUSINESS SERVICES	12/02/13	Pool - Internet Connection	47.95
			12/02/13	Pool - Phone	34.75
		WESTAR ENERGY	12/09/13	5TH ST POOL	44.87
				TOTAL:	127.57
AIRPORT	GENERAL FUND	COX BUSINESS SERVICES	12/02/13	Airport - Internet Connect	47.95
		WESTAR ENERGY	12/09/13	540 W 18TH-AIRPORT MAIN	310.44
			12/09/13	AIRPORT FLASHER LIGHTS	45.68
		KAW VALLEY ENGINEERING, INC	12/09/13	RESEARCH JC AIRPORT FOR DE	1,280.00
				TOTAL:	1,684.07
GOLF COURSE	GENERAL FUND	INTERNAL REVENUE SERVICE	11/29/13	SOCIAL SECURITY WITHHOLDIN	362.69
			11/29/13	MEDICARE WITHHOLDING	84.84
		US FOOD SERVICE	12/09/13	FOOD SUPPLIES	84.56
			12/09/13	FOOD SUPPLIES	143.95
		JOHN DEERE LANDSCAPES/LESCO	12/04/13	2014 BASF GREENS CUBE FUNG	4,740.00
		CENTURYLINK COMMUNICATION, INC.	12/09/13	GOLF COURSE	151.62
		COX BUSINESS SERVICES	12/02/13	Golf - Internet Connection	59.95
			12/02/13	Golf - Metro E	194.22
		GEARY COUNTY RWD #4	12/04/13	RURAL WATER SUPPLY	24.13
		SECURITY SOLUTIONS INC	12/09/13	RELOCATE KEYPAD-DOOR CONTA	275.00
		KANSAS PUBLIC EMPLOYEES	11/29/13	KPERS #1	142.47
			11/29/13	KPERS #2	237.64
		NCKCN.COM	12/09/13	VIRTUAL DOMAIN	10.00
		TIELKE ENTERPRISE, LLC	12/09/13	SANDWICHES	25.59
		VAN WALL EQUIPMENT	12/06/13	JD PLCMT F / SIGN	359.68
			12/06/13	SPECIAL ORDER EQUIP PARTS	74.15
				TOTAL:	6,970.49
AMBULANCE	GENERAL FUND	INTERNAL REVENUE SERVICE	11/29/13	SOCIAL SECURITY WITHHOLDIN	52.74
			11/29/13	MEDICARE WITHHOLDING	268.37
		INTRUST BANK, N.A.	12/09/13	LEASE PURCHASE PAYMENT PRI	14,837.83
			12/09/13	LEASE PURCHASE PAYMENT INT	1,908.03
		O'REILLY AUTO PARTS	11/13/13	ALTERNATOR/MED 4	171.52
			11/20/13	WHEEL BEARINGS/M4	47.12
		CENTURYLINK COMMUNICATION, INC.	12/09/13	AMBULANCE	46.38
		VERIZON WIRELESS	11/25/13	223-1237 (M3)	6.51
			11/25/13	223-1238 (M4)	6.64
			11/25/13	223-1240 (M2)	7.49
			11/25/13	223-1243 (M1)	6.96
			11/25/13	223-7309 (CHIEF ROYSE)	51.66
			11/25/13	761-7543-RICK ROOK	37.78
		DANKO EMERGENCY EQUIPMENT CO.	12/05/13	FIRE BOOTS	753.00
		COX BUSINESS SERVICES	12/02/13	Phone Lines - Cox (50%)	62.86
			12/02/13	Fire Station 2 - Metro E 5	91.25
			12/02/13	Fire Station 2 - Phone 50%	58.26
		DICK EDWARDS FORD	11/18/13	ARM, ROD/M4	209.48
		WESTAR ENERGY	12/09/13	700 N JEFFERSON	436.26
			12/09/13	MUNICIPAL BLDG-POLE LIGHT	18.70
		KANSAS PUBLIC EMPLOYEES	11/29/13	KPERS #1	74.77
			11/29/13	KP&F	3,774.12
		MOORE MEDICAL LLC	11/12/13	MEDICAL SUPPLIES	668.76
			11/13/13	MEDICAL SUPPLIES	53.80
			11/18/13	MEDICAL SUPPLIES	89.90

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT
			11/21/13	MEDICAL SUPPLIES	358.60
			11/26/13	MEDICAL SUPPLIES	38.00
		NAPA AUTO PARTS OF J.C.	11/26/13	BEARING PARTS/MED 1	91.80
			12/06/13	ANTIFREEZE/M3	40.47
		OMNI BILLING	12/04/13	NOVEMBER 2013 AMB BILLING	4,439.77
		CHRIS SCHROEDER	12/03/13	2013 UNIFORM ALLOWANCE	85.67
		BILLY THOMAS	12/03/13	2013 UNIFORM ALLOWANCE	100.00
				TOTAL:	28,818.94
COUNTY/INS ZONING SVCS	GENERAL FUND	CENTURYLINK COMMUNICATION, INC.	12/09/13	ZONING/COUNTY INSPECTION	14.27
		VERIZON WIRELESS	11/25/13	ZONING ADMINISTRATOR	35.20
			11/25/13	MUNICIPAL SERVICE DIRECTOR	11.73
		COX BUSINESS SERVICES	12/02/13	Phone Lines - Cox	45.79
				TOTAL:	106.99
ENGINEERING	GENERAL FUND	INTERNAL REVENUE SERVICE	11/29/13	SOCIAL SECURITY WITHHOLDIN	83.62
			11/29/13	MEDICARE WITHHOLDING	19.56
		INTRUST BANK, N.A.	12/09/13	LEASE PURCHASE PAYMENT PRI	1,514.31
			12/09/13	LEASE PURCHASE PAYMENT INT	149.76
		VERIZON WIRELESS	11/25/13	ASST CITY ENGINEER	51.66
			11/25/13	ENGINEER ASST	51.66
			11/25/13	MUNICIPAL SERVICE DIRECTOR	11.74
		COX BUSINESS SERVICES	12/02/13	Phone Lines - Cox	72.51
		KANSAS PUBLIC EMPLOYEES	11/29/13	KPERS #1	85.76
			11/29/13	KPERS #2	32.80
				TOTAL:	2,073.38
CODES ENFORCEMENT	GENERAL FUND	INTERNAL REVENUE SERVICE	11/29/13	SOCIAL SECURITY WITHHOLDIN	246.92
			11/29/13	MEDICARE WITHHOLDING	57.74
		INTRUST BANK, N.A.	12/09/13	LEASE PURCHASE PAYMENT PRI	1,514.31
			12/09/13	LEASE PURCHASE PAYMENT INT	149.76
		CENTURYLINK COMMUNICATION, INC.	12/09/13	CODE ENFORCEMENT	35.67
		VERIZON WIRELESS	11/25/13	SENIOR INSPECTOR	32.08
			11/25/13	INSPECTOR	32.08
			11/25/13	MUNICIPAL SERVICE DIRECTOR	11.73
			11/25/13	INSPECTOR IPAD 2	40.01
			11/25/13	SENIOR INSPECTOR IPAD 2	40.01
		COX BUSINESS SERVICES	12/02/13	Phone Lines - Cox	45.79
		KANSAS PUBLIC EMPLOYEES	11/29/13	KPERS #1	350.07
		MONTGOMERY COMMUNICATIONS INC	12/09/13	CODES AD FOR EMPLOYMENT	162.54
			12/09/13	DEMO 416 W 12TH	38.18
				TOTAL:	2,756.89
POLICE	GENERAL FUND	MILITARY OUTLET, L.C.	12/09/13	NAME TAG/PATCHES SWAT MEDI	8.00
			12/09/13	37128 BRECI PATCHES	12.00
		INTERNAL REVENUE SERVICE	11/29/13	SOCIAL SECURITY WITHHOLDIN	766.24
			11/29/13	SOCIAL SECURITY WITHHOLDIN	858.14
			11/29/13	MEDICARE WITHHOLDING	1,250.72
			11/29/13	MEDICARE WITHHOLDING	226.80
		INTRUST BANK, N.A.	12/09/13	LEASE PURCHASE PAYMENT PRI	3,445.59
			12/09/13	LEASE PURCHASE PAYMENT PRI	443.34
		CENTURYLINK COMMUNICATION, INC.	12/09/13	POLICE	684.61
			12/09/13	DISPATCH	684.61
		VERIZON WIRELESS	11/25/13	PD CELL NOVEMBER 2013	936.92
		CENTURY LINK	11/27/13	N110500282 SERVICE CALL DT	160.00
		STAPLES ADVANTAGE	12/09/13	3215630286 TONER	93.03

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT
			12/09/13	3215630286 PRINTER,CD	561.15
			12/09/13	3215630287 FILE CABINETS	995.32
			12/09/13	3216091037 PRINTER, CD ENV	516.45
		CONTINENTAL PROFESSIONAL LANDRY	11/26/13	115933 UNIFORM CLEANING	18.50
			11/26/13	115951 UNIFORM CLEANING	14.80
			12/09/13	115972 UNIFORM CLEANING	40.70
			11/26/13	115973 UNIFORM CLEANING	16.65
			11/27/13	115976 UNIFORM CLEANING	59.20
			11/27/13	115980 UNIFORM CLEANING	14.80
			12/09/13	116026 UNIFORM CLEANING	22.20
			12/09/13	116027 UNIFORM CLEANING	7.40
			12/09/13	116031 UNIFORM CLEANING	62.90
		KA-COMM	12/09/13	116036 UNIFORM CLEANING	25.90
			12/09/13	120182 FLASHLIGHT CHARGER	24.00
			12/09/13	120193 RADAR ANTENNA CABLE	131.00
			12/09/13	120270 RADIO CORDS	120.96
			12/09/13	120291 DATA BACKBONE SYSTE	150.00
			12/09/13	120291 DATA BACKBONE SYSTE	150.00
		COX BUSINESS SERVICES	12/09/13	City - Fiber Internet	1,500.00
		DAVE'S ELECTRIC, INC.	12/09/13	2013522 HAND DRYERS	1,289.53
			12/09/13	LIGHT FIXTURE REPLACEMENT	5,020.00
			12/09/13	2013358 DISPATCH LIGHTING	208.00
		KACP	12/09/13	23976 OFFICER TESTING	100.00
		KANSAS PEACE OFFICERS	11/26/13	2014 KPOA DUES	630.00
		WESTAR ENERGY	12/09/13	210 E 9TH-JCPD	2,627.80
			12/09/13	312 E 9TH-JCPD STORAGE	303.20
		KANSAS PUBLIC EMPLOYEES	11/29/13	KPERS #1	653.56
			11/29/13	KPERS #1	757.76
			11/29/13	KP&F	14,197.55
			11/29/13	KP&F	570.99
			11/29/13	KPERS #2	277.62
			11/29/13	KPERS #2	458.84
		NAPA AUTO PARTS OF J.C.	11/27/13	262374 HEADLIGHT #202	7.12
			11/27/13	262393 OIL/FILTER #228	40.50
			11/27/13	262423 ROTELLA T 15W40 #22	12.99
			11/27/13	263008 BRAKE PADS #230	42.92
			11/27/13	263339 BATTERY #216	123.09
			11/27/13	264430 STARTER #250	154.02
			11/27/13	264504 CORE DEPOSIT #250	49.50-
			11/27/13	267825 FUEL PUMP #250	195.58
			11/27/13	267990 BRAKE PADS #223	46.81
			11/27/13	269283 HEAT/AC ACTUATOR #2	34.99
			11/27/13	269416 HEATER HOSE #250	10.99
			11/27/13	271240 AIR FILTER #236	7.78
		SERVICEMASTER	12/05/13	DEC 2013-JANITORIAL SERVIC	754.00
				TOTAL:	42,478.07
FIRE	GENERAL FUND	INTERNAL REVENUE SERVICE	11/29/13	SOCIAL SECURITY WITHHOLDIN	52.74
			11/29/13	MEDICARE WITHHOLDING	1,202.55
		CENTURYLINK COMMUNICATION, INC.	12/09/13	FIRE	46.38
		VERIZON WIRELESS	11/25/13	209-0124 (STN 2 CAPT)	6.77
			11/25/13	209-0255 (BC)	8.86
			11/25/13	209-0668 (STN 1 CAPT)	5.21
		DANKO EMERGENCY EQUIPMENT CO.	12/05/13	FIRE BOOTS	501.06
			12/05/13	FIRE BOOTS	255.41
		KA-COMM	11/22/13	PORTABLE RADIO PARTS	180.00

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT
			11/25/13	REPAIR PORTABLE RADIO	25.30
			11/27/13	PAGER BATTERIES	90.00
		CENTRAL POWER SYSTEMS & SERVICES	12/04/13	ALTERNATOR/E20	3,664.10
		COX BUSINESS SERVICES	12/02/13	Phone Lines - Cox (50%)	62.86
			12/02/13	Fire Station 2 - Metro E 5	91.25
			12/02/13	Fire Station 2 - Phone 50%	58.26
		GARAGE DOOR PLACE	11/21/13	COILS/STN 2	291.00
		TODD BOGENHAGEN	11/26/13	2013 UNIFORM ALLOWANCE	100.00
		MATT JACKSON	12/03/13	2013 UNIFORM ALLOWANCE	100.00
		UNIVERSITY OF KANSAS	11/26/13	FFI EXAM/BOGENHAGEN	55.00
		WESTAR ENERGY	12/09/13	700 N JEFFERSON	436.26
			12/09/13	MUNICIPAL BLDG-POLE LIGHT	18.70
			12/09/13	2245 LACY-FIRESTATION#2	487.54
		KANSAS PUBLIC EMPLOYEES	11/29/13	KPERS #1	74.77
			11/29/13	KP&F	14,167.45
		CHRIS BOOTH	12/03/13	2013 UNIFORM ALLOWANCE	60.00
		MIKE'S FIRE EXT. SALES	12/02/13	RECHARGE EXTINGUISHER	16.00
			12/02/13	RECHARGE EXTINGUISHER	34.65
		RANDY NABUS	12/03/13	2013 UNIFORM ALLOWANCE	45.00
		NAPA AUTO PARTS OF J.C.	11/18/13	RADIATOR HOSES/S21	86.73
		NICK NUTTER	12/03/13	2013 UNIFORM ALLOWANCE	100.00
		CRAIG WALSH	12/03/13	2013 UNIFORM ALLOWANCE	55.00
		SALINA SPRING & AXLE INC.	11/11/13	E20 REPAIRS (UBOLTS)	274.08
			11/11/13	E20 REPAIRS (UBOLTS)	1,600.00
				TOTAL:	24,252.93
STREET	GENERAL FUND	INTERNAL REVENUE SERVICE	11/29/13	SOCIAL SECURITY WITHHOLDIN	905.42
			11/29/13	MEDICARE WITHHOLDING	211.74
		INTRUST BANK, N.A.	12/09/13	LEASE PURCHASE PAYMENT PRI	64,828.43
			12/09/13	LEASE PURCHASE PAYMENT INT	6,411.60
		O'REILLY AUTO PARTS	5/21/13	#628 BRAKES	81.69
		VERIZON WIRELESS	11/26/13	IBARRA-223-1232	51.66
			11/26/13	HALL-223-1241	33.78
			11/26/13	ROETHER-223-1338	25.75
			11/26/13	ON CALL-223-1508	25.73
			11/26/13	GOMEL-761-5218	43.38
			11/26/13	HORN-761-5254	27.74
			11/26/13	ARIAZ-761-5396	25.73
			11/26/13	LEWIS-761-5415	51.66
			11/26/13	TENORIO-761-5450	25.75
			11/26/13	RUMBAUGH-307-6117	32.08
			11/26/13	BERGMAN-307-6151	32.08
			11/26/13	BUTTS - 307-3194	42.07
		CENTURY BUSINESS TECHNOLOGIES	12/02/13	Copier - PW	17.50
			11/22/13	Copier - PW	7.50
			11/22/13	Copier - PW Overage Charge	0.05
		VANDERBILTS	11/02/13	ROETHER BOOTS 2013	150.00
			11/09/13	RUMBAUGH BOOTS 2013	139.99
		ROBERTS TRUCK CENTER	11/25/13	CLUTCH FOR #921	44.22
			11/25/13	STOCK VALVES	39.98
		BARNES DISTRIBUTION	11/15/13	FLEET SHOP PIECES	395.67
		CENTRAL POWER SYSTEMS & SERVICES	11/22/13	#684 BANJO WASHER	7.40
		COX BUSINESS SERVICES	12/02/13	Public Works - Metro E - 2	45.63
			12/02/13	Public Works - Telephone -	55.82
		DAVE'S ELECTRIC, INC.	12/02/13	TRUE VALUE STREET LIGHTS	216.48
		GADES SALES CO.	12/03/13	PWR SUPPLY - VIDEO DETECTO	181.08

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT
			12/06/13	PWR SPPLY FOR VIDEO DET	178.75
			12/06/13	PWR SPPLY FOR VIDEO DET	350.75
		HOME LUMBER CO.	11/01/13	KRETE HNDL,HOOK, BROOM	71.45
		WESTAR ENERGY	12/09/13	2324 N JACKSON-PUBLIC WORK	486.85
			12/09/13	2324 N JACKSON-BUILDING	790.27
			12/09/13	CRESTVIEW-ST LIGHTS	20.04
			12/09/13	6&700 BLK WASH-SIGNAL	168.46
			12/09/13	JUNCTION CITY	235.41
			12/09/13	107 S WASHINGTON-ST LIGHTS	20.58
			12/09/13	915 W 4TH-ST LIGHTS	14.83
			12/09/13	9TH&100 BLK W 9TH-ST LIGHT	26.92
			12/09/13	9TH & FILLEY-ST LIGHTS	52.32
			12/09/13	SPRUCE ST-ST LIGHTS	19.95
			12/09/13	SPRUCE & BUNKERHILL-ST LIG	23.01
			12/09/13	UTILITY PARKING LOT-ST LIG	60.15
			12/09/13	UTILITY PARKING LOT-ST LIG	60.15
			12/09/13	JEFFERSON-BETWEEN 6TH-ST L	118.49
			12/09/13	MINNICK PARKING LOT-ST LIG	118.49
			12/09/13	PARKING LOT-	93.87
			12/09/13	WASHINGTON BRIDGE	87.60
			12/09/13	S BALLPARK 2 & 3-ST LIGHTS	19.95
			12/09/13	16TH & WASHINGTON-ST LIGHT	20.58
			12/09/13	1935 NORTHWIND-ST LIGHTS	21.81
			12/09/13	1935 NORTHWIND-ST LIGHTS	22.45
			12/09/13	8TH & 9TH ST-ST LIGHTS	10.50
			12/09/13	11TH ST & JACKSON SCHOOL X	10.50
			12/09/13	807 N WASHINGTON-ST LIGHT	252.44
			12/09/13	615 N WASHINGTON-ST LIGHTS	163.97
			12/09/13	716 N WASHINGTON-ST LIGHTS	312.93
			12/09/13	132 N EISENHOWER-ST LIGHT	20.25
			12/09/13	1419 N JEFFERSON-ST LIGHTS	20.49
			12/09/13	1618 N JEFFERSON-ST LIGHTS	20.49
			12/09/13	2800 GATEWAY-ST LIGHT	36.86
			12/09/13	1200 S WASHINGTON-ST LIGHT	314.54
			12/09/13	316 N US HWY 77-FLASHER	19.95
			12/09/13	600 W 6TH-ST LIGHT	39.25
			12/09/13	1121 S US HWY 77-FLASHER	20.90
			12/09/13	401 CAROLINE CT-ST LIGHT	145.78
			12/09/13	351 E CHESTNUT-ST LIGHT	309.60
			12/09/13	ST MARYS CEMETARY-SIREN	31.23
			12/09/13	INDUSTRIAL PARK-ST LIGHT	78.47
			12/09/13	601 W CHESTNUT-FLAG	19.95
			12/09/13	1222 W 8TH-SIREN	19.95
			12/09/13	CIVIL DEFENSE-SIREN	34.01
			12/09/13	CIVIL DEFENSE-SIREN	34.01
			12/09/13	630 1/2 E TORNADO SIREN	31.23
			12/09/13	AIRPORT RD & JACKSON SIREN	34.79
			12/09/13	403 GRANT AVE-SIREN	22.66
			12/09/13	703 W ASH-SIREN	19.95
			12/09/13	1102 ST MARYS RD-SIREN	21.71
			12/09/13	2022 LACY DRIVE-SIREN	19.95
			12/09/13	701 SOUTHWIND-SIREN	22.85
			12/09/13	CIVIL DEFENSE SIREN	34.01
			12/09/13	CHESTNUT & WASHINGTON	97.25
			12/09/13	HWY 77 & MCFARLAND	53.99
			12/09/13	6TH & ADAMS	123.27

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT
			12/09/13	6TH & GARFIELD	119.73
			12/09/13	6TH & EISENHOWER	45.92
			12/09/13	6TH & WEBSTER	133.57
			12/09/13	6TH & JACKSON	23.15
			12/09/13	6TH & MADISON	103.90
			12/09/13	6TH & FRANKLIN	53.87
			12/09/13	8TH & JEFFERSON	98.21
			12/09/13	8TH & JEFFERSON	317.00
			12/09/13	8TH & JACKSON	103.65
			12/09/13	8TH & WASHINGTON	60.03
			12/09/13	9TH & WASHINGTON	109.11
			12/09/13	14TH & JACKSON	62.29
			12/09/13	1760 W ASH	49.43
			12/09/13	4TH & WASHINGTON-BLINKER	20.49
			12/05/13	601 E CHESTNUT-ST LIGHT	399.56
			12/05/13	15TH & WASH-ST LIGHT	20.49
			12/05/13	2631 OAKWOOD-SIREN	20.35
			12/09/13	ST LIGHTS-NOV 2013	24,109.97
		KANSAS PUBLIC EMPLOYEES	11/29/13	KPERS #1	59.46
			11/29/13	KPERS #2	1,154.98
		NAPA AUTO PARTS OF J.C.	11/26/13	V BELT FOR SHOP	10.26
			12/01/13	#668 CONNECTOR	7.99
			12/07/13	SHOP - RATCHET TIE DOWN	23.29
		PAVING MAINTENANCE SUPPLY INC	11/20/13	CRACK SEALANT-6 TONS	8,646.00
			12/03/13	CRACK SEALANT	5,780.00
		CINTAS #451	11/26/13	WKLY SHOP TOWELS	24.30
			11/26/13	WKLY MATS AND MOP	29.00
			12/04/13	WKLY SHOP TOWELS	24.30
			12/04/13	WKLY MATS	29.00
			12/04/13	EYGLASS WIPES	51.96
				TOTAL:	121,166.35
COURT	GENERAL FUND	INTERNAL REVENUE SERVICE	11/29/13	SOCIAL SECURITY WITHHOLDIN	569.44
			11/29/13	MEDICARE WITHHOLDING	133.17
		CENTURYLINK COMMUNICATION, INC.	12/09/13	MUNICIPAL COURT	41.54
		LAURA AIZPRUA	12/09/13	COURT TRANS 10/16/13-12/04	106.25
		JOSHUA DOUGLASS	12/09/13	PAYMENT EVERY TWO WEEKS	2,500.00
		LAW OFFICE OF D. ANDREW VINDUSKA	11/21/13	V. HOLLINGSWORTH CASE 13-0	250.00
			11/21/13	V. A. M. JOHNSON CASE 13-2	250.00
			11/21/13	V. A. M. JOHNSON CASE 13-9	250.00
			11/21/13	V. D FARRIS CASE 13-09360B	250.00
			11/21/13	V. S FOLEY CASE 13-05677	250.00
			11/21/13	V. CHANNELFOSTER CASE 13-	250.00
			11/21/13	V. CHANNELFOSTER CASE13-0	250.00
			11/21/13	V. C ZIALU CASE 13-04601	250.00
			11/21/13	V. N HALPAIN CASE 13-04693	250.00
			11/21/13	V. BRETT JONES CASE 13-054	250.00
			11/21/13	V. BRETT JONES CASE 12-119	250.00
			11/21/13	V. BRETT JONES CASE 12-948	250.00
			11/21/13	V. RICHARD GARZA CASE 13-0	250.00
			11/21/13	V. ASHLEY STEVENS CASE 13-	250.00
		COX BUSINESS SERVICES	12/02/13	Phone Lines - Cox	99.00
		WESTAR ENERGY	12/09/13	221 W 7TH-COURT	51.28
			12/09/13	225 W 7TH-COURT-PARKING LI	11.68
		KANSAS PUBLIC EMPLOYEES	11/29/13	KPERS #1	534.64
			11/29/13	KPERS #2	272.68

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT
		INCODE	12/01/13	Web - Court Inquiry	100.00
		CINTAS #451	12/05/13	MATS @ MUNICIPAL COURT	21.26
			12/09/13	COURT GARY & SCRAPER MATS	21.26
		MISC	12/05/13	Bond Refund:13-11906 -02	260.00
		VELEZ, ELIZABETH JHANN	12/06/13	Bond Refund:13-08307 -01	209.00
		HUGHES, JASMINE DOMINI	12/09/13	Bond Refund:13-09308 -01	324.00
		DAY-LAMPARILLO, THOMAS			<u>324.00</u>
				TOTAL:	8,755.20
JC OPERA HOUSE	GENERAL FUND	INTERNAL REVENUE SERVICE	11/29/13	SOCIAL SECURITY WITHHOLDIN	145.97
			11/29/13	MEDICARE WITHHOLDING	34.14
		CENTURYLINK COMMUNICATION, INC.	12/09/13	OPERA HOUSE	35.67
		COX BUSINESS SERVICES	12/02/13	Phone Lines - Cox	66.82
			12/02/13	OH Outside Internet Connec	59.95
		WESTAR ENERGY	12/09/13	135 w 7TH ST-OPERA HOUSE	2,788.65
		KANSAS PUBLIC EMPLOYEES	11/29/13	KPERS RETIRED	<u>243.86</u>
				TOTAL:	3,375.06
RECREATION	GENERAL FUND	INTERNAL REVENUE SERVICE	11/29/13	SOCIAL SECURITY WITHHOLDIN	181.33
			11/29/13	MEDICARE WITHHOLDING	42.42
		CENTURYLINK COMMUNICATION, INC.	12/09/13	RECREATION	78.00
		VERIZON WIRELESS	11/25/13	210-6980=RECREATION DIRECT	0.00
			11/25/13	207-37-3067 12TH ST MANAG	51.66
		EAGLE COMMUNICATIONS	11/30/13	GENERIC AD, SANTA'S HELPER	300.00
			11/30/13	SANTA'S HELPERS AD	150.00
			11/30/13	SANTA'S HELPERS AD	150.00
		COX BUSINESS SERVICES	12/02/13	12th St Internet Connectio	47.95
			12/02/13	12th Street Metro E	182.50
			12/02/13	12th Street Phones	81.58
		DIANE EULER	12/05/13	KITCHEN DEPOSIT-REFUND	25.00
		WESTAR ENERGY	12/09/13	1002 W 12TH-COMMUNITY/P LI	1,605.99
		KANSAS PUBLIC EMPLOYEES	11/29/13	KPERS #2	<u>80.34</u>
				TOTAL:	2,976.77
SELF HELP HOUSING	GRANTS	CAPITAL ONE COMMERCIAL	12/05/13	SELF HELP-LATE FEES/ETC.	<u>174.44</u>
				TOTAL:	174.44
NON-DEPARTMENTAL	SPIN CITY	INTERNAL REVENUE SERVICE	11/29/13	FEDERAL WITHHOLDING	281.25
			11/29/13	SOCIAL SECURITY WITHHOLDIN	258.93
			11/29/13	MEDICARE WITHHOLDING	60.57
		KANSAS DEPT OF REVENUE	11/29/13	STATE WITHHOLDING	75.25
		KANSAS PUBLIC EMPLOYEES	11/29/13	KPERS #1	<u>45.73</u>
				TOTAL:	721.73
SPIN CITY	SPIN CITY	INTERNAL REVENUE SERVICE	11/29/13	SOCIAL SECURITY WITHHOLDIN	258.93
			11/29/13	MEDICARE WITHHOLDING	60.57
		VERIZON WIRELESS	11/25/13	SPIN CITY MANAGER	51.66
		COX BUSINESS SERVICES	12/02/13	Spin City - Cable	100.65
			12/02/13	Spin City - Internet	47.95
			12/02/13	Spin City - Telephone	81.58
			12/02/13	SC - Metro E	182.50
		DAVE'S ELECTRIC, INC.	11/26/13	EXTRA BULBS SPIN CITY SIGN	131.32
		WESTAR ENERGY	12/09/13	915 S WASHINGTON-GOLF-SPIN	117.20
			12/09/13	915 S WASHINGTON-SPIN CITY	853.66
		KANSAS PUBLIC EMPLOYEES	11/29/13	KPERS #1	<u>100.49</u>
				TOTAL:	1,986.51

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT			
NON-DEPARTMENTAL	WATER & SEWER FUND	INTERNAL REVENUE SERVICE	11/29/13	FEDERAL WITHHOLDING	3,251.10			
			11/29/13	SOCIAL SECURITY WITHHOLDIN	2,134.72			
			11/29/13	MEDICARE WITHHOLDING	499.26			
			11/29/13	ING LIFE INSURANCE & ANNUITY COMPANY	361.76			
			11/29/13	KANSAS PAYMENT CENTER	120.00			
			11/29/13	KANSAS DEPT OF REVENUE	1,157.28			
			11/29/13	KANSAS PUBLIC EMPLOYEES	430.18			
			11/29/13	KPERS #2	1,320.44			
			11/29/13	CITY OF JC FLEX SPENDING ACCT 1074334	25.00			
			11/29/13	UNITED WAY OF JUNCTION CITY-GEARY COUN	23.06			
					<u>23.06</u>			
				TOTAL:	9,322.80			
			WATER DISTRIBUTION	WATER & SEWER FUND	INTERNAL REVENUE SERVICE	11/29/13	SOCIAL SECURITY WITHHOLDIN	442.60
						11/29/13	MEDICARE WITHHOLDING	103.51
						11/26/13	ROGERS-223-1337	25.73
						11/26/13	PARKS-761-5237	25.83
						11/26/13	GARTRELL-761-5283	25.73
11/26/13	HAYHURST-761-5293	26.10						
11/26/13	WESTOVER-307-6113	32.08						
12/02/13	Century Business Technologies Copier - Pw	17.50						
11/22/13	Copier - Pw	7.50						
11/22/13	Copier - Pw Overage Charge	0.06						
11/15/13	MIDWEST CONCRETE MATERIALS 931 MEADOW LN-CONCRETE	164.38						
11/30/13	KANSAS ONE CALL CONCEPTS NOV13 LOCATES - WATER MAIN	97.80						
11/25/13	ROBERTS TRUCK CENTER STOCK VALVES	9.99						
11/15/13	BARNES DISTRIBUTION FLEET SHOP PIECES	98.92						
12/02/13	COX BUSINESS SERVICES Public Works - Metro E - 2	45.62						
12/02/13	Public Works - Telephone -	55.82						
11/21/13	HD SUPPLY WATERWORKS, LTD MANHOLE RISERS(20)-24X2 &	800.00						
11/29/13	KANSAS PUBLIC EMPLOYEES KPERS #1	64.74						
11/29/13	KPERS #2	542.27						
11/27/13	KONZA CONST. CO. GRAVEL FOR DICK EDWARDS ME	195.80						
11/26/13	CINTAS #451 WKLY MATS AND MOP	7.25						
12/04/13	WKLY MATS	7.25						
12/04/13	EYGLASS WIPES	12.99						
11/26/13	SALINA WHOLESALE SUPPLY CTS COMPRESSION ELLS	752.00						
11/26/13	8X2CC SADDLESDC	<u>120.20</u>						
	TOTAL:	3,681.67						
WATER ADMINISTRATION	WATER & SEWER FUND	INTERNAL REVENUE SERVICE				11/29/13	SOCIAL SECURITY WITHHOLDIN	686.29
						11/29/13	MEDICARE WITHHOLDING	160.50
						12/09/13	INTRUST BANK, N.A. LEASE PURCHASE PAYMENT PRI	7,874.41
						12/09/13	LEASE PURCHASE PAYMENT INT	778.77
						12/09/13	CENTURYLINK COMMUNICATION, INC. WATER ADMINISTRATION	105.25
						11/25/13	VERIZON WIRELESS 209-1393=METER READER	32.08
						11/25/13	210-9199=METER READER	42.08
						11/25/13	223-1358=CITY TREASURER	51.66
						11/25/13	307-8209=IPAD, Meter Reade	40.01
						11/25/13	307-8254=IPAD, Meter Reade	40.01
						12/09/13	STAPLES ADVANTAGE PAPER,STAPLES,MACH PAPER,C	1,163.45
			12/02/13	COX BUSINESS SERVICES Phone Lines - Cox	156.41			
			12/05/13	BANKERS SECURITY CUST. SERVICE/SAFE REPAIR	476.01			
			12/09/13	WESTAR ENERGY 2232 W ASH-WATER TOWER	100.58			
			12/09/13	2100 N JACKSON-WATER	235.82			
			11/29/13	KANSAS PUBLIC EMPLOYEES KPERS #1	414.64			
			11/29/13	KPERS #2	514.92			

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT
		MONTGOMERY COMMUNICATIONS INC	12/09/13	FARM LEASES ADVERSTISEMENT	75.85
		INCODE	12/01/13	web - Utilities Inquiry -	106.68
		JOLEEN SCHNURR	12/05/13	NOV 21 2013-TRVL REIMB	72.93
		CINTAS #451	12/05/13	SCRAPER/BROWN MAT	62.66
			12/05/13	UNIFORMS-LANGDON, KENNY	10.74
			12/06/13	SCRAPER/BROWN MAT	41.75
			12/06/13	UNIFORMS-LANGDON, KENNY	10.74
		XEROX CORPORATION	12/01/13	water Dept Copier	177.39
				TOTAL:	13,431.63
SEWER DISTRIBUTION	WATER & SEWER FUND	INTERNAL REVENUE SERVICE	11/29/13	SOCIAL SECURITY WITHHOLDIN	310.99
			11/29/13	MEDICARE WITHHOLDING	72.72
		INTRUST BANK, N.A.	12/09/13	LEASE PURCHASE PAYMENT PRI	3,012.67
			12/09/13	LEASE PURCHASE PAYMENT INT	297.95
		VERIZON WIRELESS	11/26/13	MARSTON-761-5354	25.73
		CENTURY BUSINESS TECHNOLOGIES	12/02/13	Copier - Pw	17.50
			11/22/13	Copier - Pw	7.50
			11/22/13	Copier - Pw Overage Charge	0.06
		KANSAS ONE CALL CONCEPTS	11/30/13	NOV13 LOCATES - SEWER MAIN	97.80
		ROBERTS TRUCK CENTER	12/02/13	DISC FOR #921-INV#1429539	132.66
			11/25/13	STOCK VALVES	9.99
		BARNES DISTRIBUTION	11/15/13	FLEET SHOP PIECES	98.91
		CENTRAL POWER SYSTEMS & SERVICES	11/22/13	#921 FUEL COVER	55.05
		COX BUSINESS SERVICES	12/02/13	Public works - Metro E - 2	45.62
			12/02/13	Public works - Telephone -	55.82
		SCHULTE SUPPLY, INC.	11/22/13	SEWER SPADE/SHOVELS	171.85
		WESTAR ENERGY	12/05/13	CANDLELIGHT LIFT PUMP	43.30
			12/05/13	HIGHLAND LIFT PUMP	126.27
			12/05/13	100 HOOVER LIFT PUMP	132.18
			12/05/13	ELMDALE LIFT PUMP	33.03
			12/05/13	630 E ST LIFT PUMP	53.68
			12/05/13	400 E CHESTNUT LIFT PUMP	74.97
			12/05/13	MOBILE TRAVELER LIFT PUMP	26.40
			12/05/13	948 GRANT AVE LIFT PUMP	64.38
			12/05/13	1001 GOLDENBELT LIFT PUMP	26.49
			12/05/13	500 E ASH LIFT PUMP	95.79
			12/05/13	1701 GOLDENBELT BLVD LIFT	47.07
		KANSAS PUBLIC EMPLOYEES	11/29/13	KPERS #1	64.74
			11/29/13	KPERS #2	356.68
		MONTGOMERY COMMUNICATIONS INC	12/09/13	WIRELESS PORTABLE LIFT SYS	38.18
		CINTAS #451	11/26/13	WKLY MATS AND MOP	7.25
			12/04/13	WKLY MATS	7.25
			12/04/13	EYGLASS WIPES	12.99
				TOTAL:	5,358.15
SEWER ADMINISTRATION	WATER & SEWER FUND	INTERNAL REVENUE SERVICE	11/29/13	SOCIAL SECURITY WITHHOLDIN	694.86
			11/29/13	MEDICARE WITHHOLDING	162.53
		KANSAS PUBLIC EMPLOYEES	11/29/13	KPERS #1	401.18
			11/29/13	KPERS #2	520.56
		INCODE	12/01/13	web - Utilities Inquiry -	106.66
				TOTAL:	1,885.79
WASTEWATER PLANTS	WATER & SEWER FUND	HDR ENGINEERING INC	12/09/13	GEN ENG SERV TO 5-4-13	6,371.00
		SIEMENS INDUSTRY INC	12/09/13	FIELD CONSTRUCTION	38,196.00
				TOTAL:	44,567.00

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	STORM WATER	INTERNAL REVENUE SERVICE	11/29/13	FEDERAL WITHHOLDING	254.82
			11/29/13	SOCIAL SECURITY WITHHOLDIN	137.90
			11/29/13	MEDICARE WITHHOLDING	32.25
			11/29/13	ING LIFE INSURANCE & ANNUITY COMPANY	25.00
			11/29/13	KANSAS DEPT OF REVENUE	79.57
			11/29/13	KANSAS PUBLIC EMPLOYEES	41.66
			11/29/13	KPERS #1	70.97
			11/29/13	KPERS #2	2.25
			11/29/13	UNITED WAY OF JUNCTION CITY-GEARY COUN	2.25
				TOTAL:	644.42
			STORM WATER MANAGEMENT	STORM WATER	INTERNAL REVENUE SERVICE
11/29/13	MEDICARE WITHHOLDING	32.25			
11/29/13	KPERS #1	91.54			
11/29/13	KPERS #2	103.96			
	TOTAL:	365.67			
ECONOMIC DEVELOPMENT	ECONOMIC DEVELOPME	CORYELL INSURORS, INC.	10/18/13	SPIRIT 76 LIAB INSUR.KAW V	300.00
				TOTAL:	300.00
SPECIAL HIGHWAY	SPECIAL HIGHWAY FU	CENTURYLINK COMMUNICATION, INC.	12/09/13	ENGINEERING	35.67
				TOTAL:	35.67
NON-DEPARTMENTAL	SANITATION FUND	INTERNAL REVENUE SERVICE	11/29/13	FEDERAL WITHHOLDING	1,145.21
			11/29/13	SOCIAL SECURITY WITHHOLDIN	675.87
			11/29/13	MEDICARE WITHHOLDING	158.07
			11/29/13	ING LIFE INSURANCE & ANNUITY COMPANY	103.21
			11/29/13	KANSAS DEPT OF REVENUE	366.18
			11/29/13	KANSAS PUBLIC EMPLOYEES	28.84
			11/29/13	KPERS #1	591.20
			11/29/13	KPERS #2	3.55
			11/29/13	UNITED WAY OF JUNCTION CITY-GEARY COUN	3.55
				TOTAL:	3,072.13
			SANITATION PICKUP	SANITATION FUND	INTERNAL REVENUE SERVICE
11/29/13	MEDICARE WITHHOLDING	139.95			
12/09/13	LEASE PURCHASE PAYMENT PRI	60,045.50			
12/09/13	LEASE PURCHASE PAYMENT INT	7,725.95			
11/26/13	VERIZON WIRELESS	30.43			
11/26/13	IMHAUSEN-223-1758	26.23			
11/26/13	MATHENIA-223-1759	27.72			
11/26/13	WARD-223-2022	25.73			
11/26/13	SPARE-761-5094	26.79			
11/26/13	GRETTY-761-5310	25.73			
11/26/13	WILLIAMS-761-5373	32.08			
11/26/13	DOWNNS-307-6183	17.50			
12/02/13	CENTURY BUSINESS TECHNOLOGIES	17.50			
11/22/13	Copier - PW	7.50			
11/22/13	Copier - PW	0.06			
11/22/13	Copier - PW Overage Charge	19.99			
11/25/13	ROBERTS TRUCK CENTER	19.99			
11/15/13	BARNES DISTRIBUTION	197.84			
11/27/13	CENTRAL POWER SYSTEMS & SERVICES	420.60			
12/02/13	COX BUSINESS SERVICES	45.62			
12/02/13	Public Works - Metro E - 2	55.83			
12/02/13	Public works - Telephone -	55.83			
12/01/13	GEARY COUNTY TREASURER	3,093.10			
11/29/13	KANSAS PUBLIC EMPLOYEES	838.67			
11/29/13	KPERS #2	7.32			
11/27/13	NAPA AUTO PARTS OF J.C.	7.32			
11/26/13	CINTAS #451	14.50			
12/04/13	WPLY MATS	14.50			

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT
			12/04/13	EYGLASS WIPES	25.98
				TOTAL:	73,463.49
SANITATION ADMINISTRAT	SANITATION FUND	INTERNAL REVENUE SERVICE	11/29/13	SOCIAL SECURITY WITHHOLDIN	77.45
			11/29/13	MEDICARE WITHHOLDING	18.11
		KANSAS PUBLIC EMPLOYEES	11/29/13	KPERS #1	63.39
			11/29/13	KPERS #2	27.41
		INCODE	12/01/13	Web - Utilities Inquiry -	106.66
				TOTAL:	293.02
CAPITAL IMPROVEMENT	CAPITAL IMPROVEMEN	BRUCE MCMILLAN AIA ARCHITECTS, P.A.	12/04/13	MUNICIPAL COURT ADDITIONAL	838.94
				TOTAL:	838.94
SUNDOWN SALUTE	SUNDOWN SALUTE	SUNDOWN SALUTE INC	12/05/13	NOV 2013-WATER BILL DONATI	459.00
				TOTAL:	459.00
NON-DEPARTMENTAL	DRUG & ALCOHOL ABU	INTERNAL REVENUE SERVICE	11/29/13	FEDERAL WITHHOLDING	319.19
			11/29/13	MEDICARE WITHHOLDING	31.04
		JCPOA	11/29/13	JCPOA	20.00
		KANSAS DEPT OF REVENUE	11/29/13	STATE WITHHOLDING	93.28
		KANSAS PUBLIC EMPLOYEES	11/29/13	KP&F	153.07
				TOTAL:	616.58
DRUG & ALCOHOL ABUSE	DRUG & ALCOHOL ABU	INTERNAL REVENUE SERVICE	11/29/13	MEDICARE WITHHOLDING	31.04
		KANSAS PUBLIC EMPLOYEES	11/29/13	KP&F	369.50
				TOTAL:	400.54
NON-DEPARTMENTAL	SPECIAL LE TRUST F	INTERNAL REVENUE SERVICE	11/29/13	FEDERAL WITHHOLDING	39.06
			11/29/13	SOCIAL SECURITY WITHHOLDIN	34.55
			11/29/13	MEDICARE WITHHOLDING	8.08
		ING LIFE INSURANCE & ANNUITY COMPANY	11/29/13	ING	25.00
		KANSAS DEPT OF REVENUE	11/29/13	STATE WITHHOLDING	13.53
		KANSAS PUBLIC EMPLOYEES	11/29/13	KPERS #1	22.29
				TOTAL:	142.51
SPECIAL LAW ENFORCEMEN	SPECIAL LE TRUST F	INTERNAL REVENUE SERVICE	11/29/13	SOCIAL SECURITY WITHHOLDIN	34.54
			11/29/13	MEDICARE WITHHOLDING	8.08
		VERIZON WIRELESS	11/25/13	DTF CELL OCTOBER 2013	185.62
		CENTURY LINK	12/09/13	N112602278 DTF PHONE SERVI	38.26
		CATHY FAHEY	12/09/13	NOVEMBER 2013 MILEAGE	26.64
		IACIS	12/09/13	FORENSIC COMP EXAMINER TRN	2,795.00
		KACP	12/09/13	KACP VALOR PROGRAM	125.00
		KANSAS PUBLIC EMPLOYEES	11/29/13	KPERS #1	48.98
		MONTGOMERY COMMUNICATIONS INC	12/09/13	13CV284 PUBLICATION NOTICE	78.15
				TOTAL:	3,340.27
LAW ENFORCEMENT TRAIN	LAW ENFORCEMENT TR	DEFENSIVE EDGE TRAINING & CONSULTING,	11/27/13	AR15/M4 ARMORER TRNG #120	690.00
		SAFARILAND, LLC	12/09/13	I13-153043 WALLBANGER TRNG	295.00
				TOTAL:	985.00

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT
===== FUND TOTALS =====					
01	GENERAL FUND				459,896.19
02	GRANTS				174.44
10	SPIN CITY				2,708.24
15	WATER & SEWER FUND				78,247.04
18	STORM WATER				1,010.09
19	ECONOMIC DEVELOPMENT				300.00
22	SPECIAL HIGHWAY FUND				35.67
23	SANITATION FUND				76,828.64
25	CAPITAL IMPROVEMENT FUND				838.94
46	SUNDOWN SALUTE				459.00
47	DRUG & ALCOHOL ABUSE FUND				1,017.12
50	SPECIAL LE TRUST FUND				3,482.78
54	LAW ENFORCEMENT TRAINING				985.00
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GRAND TOTAL:					625,983.15
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TOTAL PAGES: 15

**Backup material for agenda item:**

- b. Consideration of December 3, 2013 City Commission Minutes.

**CITY COMMISSION MINUTES**

December 3, 2013

7:00p.m.

**CALL TO ORDER**

The regular meeting of the Junction City Commission was held on Tuesday, December 3, 2013 with Mayor Cecil Aska presiding.

The following members of the Commission were present: Cecil Aska, Pat Landes, Mick McCallister, Mike Ryan, and Jim Sands. Staff present was: City Manager Smith, Assistant City Manager Beatty, City Attorney Logan, and City Clerk Ficken.

**PUBLIC COMMENT**

Robert Spitari stated that he believes there are not enough animal hoarding issues in Junction City to warrant a limit on the number of pets. He also stated that as a member of the Geary County Landlord Association he would like the City to address the revert to owner charge.

Mary Louise Stahl stated that she appreciates the confidence and respect she has received as an employee. She thanked the City for the future support of the Opera House and for recognizing the value of the Opera House. She stated that the building is very busy now and it is humming with activity. She thanked the Commission and community for spending their entertainment dollars at the Opera House.

Lenea Alt with the Animal Shelter Board and Friends of Animals stated that she was disappointed that the Ordinance did not pass at the last meeting without a limit on pets. She stated that the Friends of Animals volunteers spend a lot of time in the trenches to get animals adopted. Mrs. Alt stated that a limit occurs on its own depending on the resources of the pet owners.

Kelly Mosley stated that she is unable to turn animals away. She rehabilitates animals; she recently helped an animal with fleas, and worms. She is not going to turn animals away.

Jennifer Mott stated that the City needs to focus on eliminating puppy mills. There are people that abuse animals. She helps animals and sometimes you become very attached to them.

Janet Vogelsang stated that she is Going to miss Mary Louise Stahl and she is looking forward to sustainability.

Ruth Sanders stated that the State sets the animal limit at 19. She stated that there are other laws on the books that address noise and smells associated with too many animals. Speaking for Jennifer Gfeller, she stated that the City does not have an animal hoarding problem. The Commission is invited to visit the Animal Shelter. Tough spay and neuter policies would help curb the population problem.

Jim Fawcett stated that he has shelter licenses for his homes. Their family has taken in a pet Chihuahua that had been kept in a closet for 10 years. Putting a limit on the number of animals will not solve many of the problems. He stated that many parts of the new law are good. Focusing on spay and neuter programs is a good idea.

Emily Fawcett stated that the proposed numbers are arbitrary. There are currently laws in place that address too many pets. Junction City does not have a hoarding problem; do not fix a problem that doesn't exist.

Barbara Craft stated that she is glad to have had Mary Louise Stahl working for the Opera House. The usage of the facility has increased tremendously. The building now functions as a civic center in addition to a performance arts center. Mrs. Craft stated that Mr. Smith has hit the ground running and she is looking forward to moving to the next level.

John Stewart stated that money should be spent on infrastructure repairs. Housing sales are down; people are renting instead of buying. He stated that he believes Commissioner Sands made a mistake when stated that people should buy items online; people need to spend money at local businesses.

Beth Valentine stated that she is opposed to the proposed grandfather clause in the proposed animal ordinance. She stated that some people should be allowed to have zero animals. Since the City does not know the financial situations of the residents the limit should not be set. She stated that this would throw the City back to the Stone Age; and the City is not prepared for the flood of animals that will show up at the animal shelter.

Gary Olds of the Geary County Landlord Association stated that he would like to be notified in advance when the City will discuss the issue of revert to owner. His position is in opposition of the \$25 fee.

Dorris Nelson stated that a cat has adopted her. She has dogs that live in all directions around her. He would like to be able to put her cat out but it is sad that the dogs bark and scare her animal on her own property. She stated that she feels her right to enjoy her back yard is limited.

## **CONSENT AGENDA**

Consideration of Appropriations Ordinance A-23-2013 dated November 13, 2013 to November 26, 2013 in the amount of \$1,437,458.90. Commissioner Sands moved, seconded by Commissioner Ryan to approve the consent agenda. Ayes: Aska, Landes, McCallister, Ryan, Sands. Nays: none. Motion carried.

Consideration of November 19, 2013 City Commission Minutes. Commissioner Sands moved, seconded by Commissioner Ryan to approve the consent agenda. Ayes: Aska, Landes, McCallister, Ryan, Sands. Nays: none. Motion carried.

Consideration and approval of Payroll #22, #23 and #24 for the month of November. Commissioner Sands moved, seconded by Commissioner Ryan to approve the consent agenda. Ayes: Aska, Landes, McCallister, Ryan, Sands. Nays: none. Motion carried.

Consideration of the purchase of three Police vehicles. Commissioner Sands moved, seconded by Commissioner Ryan to approve the consent agenda. Ayes: Aska, Landes, McCallister, Ryan, Sands. Nays: none. Motion carried.

Consideration and Approval of a Lease Termination Agreement with Nextel West Corporation at the Spruce Street Water Tower. Commissioner Sands moved, seconded by Commissioner Ryan to approve the consent agenda. Ayes: Aska, Landes, McCallister, Ryan, Sands. Nays: none. Motion carried.

### **SPECIAL PRESENTATIONS**

Presentation of Life Saving Award to Mr. Monte McWilliams, Mr. Ace Thompson and Officer Brad Diel on behalf of the Junction City Police Department. Presented by Mayor Aska and Police Chief Tim Brown.

### **PUBLIC HEARING**

Public Hearing for discussion of amendments to the 2013 budget. Mayor Aska opened and closed the public hearing. No public comments were made.

### **NEW BUSINESS**

Consideration of 2013 budget amendment. Assistant City Manager Beatty stated that the funds being amended received funds available to spend beyond their current budget authority; the amendment will allow the funds to be spent. Commissioner Ryan moved, seconded by Commissioner Sands to approve the 2013 budget amendment as presented. Ayes: Aska, Landes, McCallister, Ryan, Sands. Nays: none. Motion carried.

Adoption of Ordinance G-1134, a new code for Animal Control in Junction City, Chapter 215 of City Code. Assistant City Manager Beatty stated that the five (5) limit on certain animals was not arbitrary; the committee reviewed the laws of other communities that ranged from 3-6 animals. She stated that there was an instance in Junction City where a home had to be torn down as a result of animal hoarding. City Prosecutor Blaisdell stated that the ordinance tightens other items such as tethering which will curb abuse. City Prosecutor Blaisdell stated that the

City should not wait for problems to occur before adopting a policy. Commissioner McCallister stated that he sees the passion of Friends of Animals; this has taken too long and it is time to move forward. Mayor Aska stated that he believes neighbors are sometimes intimidated when it comes to speaking about their neighbors. Mayor Aska stated that he conducted his own personal survey which included 13 opposed to the limit, 9 in favor, and 3 uncommitted; ultimately the animals need to be protected. Commissioner Ryan thanked Mrs. Nelson for her input but he doesn't believe that limiting to 5 animals will help in her situation since she is surrounded by a number of dog owners. Commissioner Landes apologized for not being able to attend the last meeting. Commissioner Landes stated that making tough decisions is difficult; he supported the limit of 5 while on the committee. He believes some of the scare tactics employees by some is bologna. Commissioner Sands stated that he worked on Ft. Riley where the limit was 3 animals; he supports the 5 animals limit. Commissioner Ryan moved, seconded by Commissioner McCallister to approve Ordinance G-1134 with Section 7(B.24) removed. Ayes: Landes, McCallister, Ryan. Nays: Aska, Sands. Motion carried.

Consideration of economic development agreement amendment with Ventria. Commissioner McCallister moved, seconded by Commissioner Landes to approve the Ventria economic development agreement as presented. Ayes: Aska, Landes, McCallister, Ryan, Sands. Nays: none. Motion carried.

Consideration of a Letter of Understanding with the Kansas Bioscience Authority. Assistant City Manager Beatty stated that releasing the funds would allow the Kansas Bioscience Authority to fund other projects in the state. Commissioner Landes stated the the reason for the delay is that the product was initially considered a food, but not it is a drug which puts approval on a longer trajectory. Commissioner Landes moved, seconded by Commissioner Ryan to approve the Letter of Understanding with the Kansas Bioscience Authority as presented. Ayes: Aska, Landes, McCallister, Ryan, Sands. Nays: none. Motion carried.

Consideration and Approval of the Award of Bid for the Purchase of Portable Vehicle Lifts within the Department of Public Works – to Roberts Truck Center. Municipal Services Director McCaffery stated that the proposed lifts are battery operated with no cords that will create tripping hazards'. Commissioner Sands stated that he would like a photo of future items for purchase. Commissioner McCallister moved, seconded by Commissioner Landes to approve the award of bid for portable vehicle lifts to Roberts Truck Center in the amount of \$32,999.99. Ayes: Aska, Landes, McCallister, Ryan. Nays: Sands. Motion carried.

## **EXECUTIVE SESSION**

Move to recess into executive session under KSA 75-4319(b)(13)(C) for discussion of matters relating to the security measures of a public body or agency, public building of facility or the information system of a public body or

agency. At 9:00 PM Commissioner McCallister moved, seconded by Commissioner Landes to adjourn into executive session for 20 minutes to discuss matters relating to the security measures of a public body or agency, public building or facility or the information system of a public body or agency. Ayes: Aska, Landes, McCallister, Ryan, Sands. Nays: none. Motion carried. At 9:20 PM Commissioner Ryan moved, seconded by Commissioner Landes to adjourn from executive session where no decisions were made and no action was taken. Ayes: Aska, Landes, McCallister, Ryan, Sands. Nays: none. Motion carried.

Consideration of R-2741 Junction City building security plans. Commissioner Landes moved, seconded by Commissioner Ryan to approve R-2741 Junction City building security plans. Ayes: Aska, Landes, McCallister, Ryan, Sands. Nays: none. Motion carried.

### **COMMISSIONER COMMENTS**

Commissioner Landes stated that he watched the last meeting from home, and it looked like a bad Bruce Lee movie. Commissioner Landes expressed his reservations with approving the increase for the Opera House staff; \$100,000 is a jaw dropping number. Commissioner Landes stated that the new staff need to bring in a lot of money. Commissioner Landes stated that the animal shelter can provide a good pet to a good family.

Commissioner Ryan stated that he was deeply touched by the service awards tonight.

Commissioner Sands stated that Christmas lights are a passion for him. Make sure that you provide your time and resources to others this holiday season.

Commissioner McCallister stated that the pet issue was painful; it was good, bad, and ugly at times.

Mayor Aska stated that Mr. McWilliams should be very proud of his son; he raised a great one. Mayor Aska stated that if he had a son, he would hope he could be as courageous. Mayor Aska stated that the Christmas parade was good, and Ventria & NBAF are helping Junction City look in a positive direction.

### **ADJOURNMENT**

Commissioner Sands moved, seconded by Commissioner McCallister to adjourn at 9:30 p.m. Ayes: Aska, Landes, McCallister, Ryan, Sands. Nays: none. Motion carried.

APPROVED AND ACCEPTED THIS 17TH DAY OF DECEMBER AS THE  
OFFICIAL COPY OF THE JUNCTION CITY COMMISSION MINUTES FOR  
DECEMBER 3, 2013.

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Tyler Ficken, City Clerk

Cecil Aska, Mayor

**Backup material for agenda item:**

- c. Consideration of R-2760 supporting the tax credit application made by Riverfront Developer for property located at Fuller Circle.

# City of Junction City

## City Commission

### Agenda Memo

November 21, 2013

**From:** Tyler Ficken, City Clerk  
**To:** City Commission & Gerald Smith, City Manager  
**Subject:** Resolution for Support of Housing Tax Credit Application – Village at Freedom Place – Larry Ruiz (Resolution R-2760)

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**Issue:** Consideration of resolution (**R-2760**) providing support for the submission of an application to the Kansas Housing Resources Corporation for a Housing Tax Credit for the next phase of development along Fuller Circle in the Freedom at Village Place project off Grant Avenue in the City of Junction City, Kansas.

**Explanation of Issue:** The new developer of Village at Freedom Place, Lawrence M. Ruiz, d.b.a. Riverfront Developer, is filing a second application with the Kansas Housing Resources Corporation for approval of the next phase of construction of housing units at the Village at Freedom Place to be developed under the Housing Tax Credit program. City approval by resolution of this project is a prerequisite of the State of Kansas for approval of the application. There will be no further action needed by the City for this application to be processed by the State.

The first phases of this project were completed by another developer under a Planned Development District zoning approved by the City in 2006. Subsequently, the balance of the property went delinquent and was sold at tax sale last fall. Mr. Ruiz acquired the property and the County Attorney's office has confirmed that sale, which will be finalized once the deed with the correct legal description is prepared. In essence, the sale is considered complete and is awaiting final closing, which should happen at any time.

The Housing Tax Credit program is recognized by the IRS and the State of Kansas as a method of allowing the developers to raise development capital for their project by marketing investment credits to pay for a portion of the project. The investors received income tax credits over a ten year period by buying the credits, and the developer reduces the amount of money that must be otherwise financed for the project. The housing units must be available to residents of the community that are at 60% or less of the median income of the area.

This project will not be included in any programs that exempt it from property taxes, grant it other tax abatements or other local tax assistance. Full building permit fees and associated development costs will be required of new construction.

**Staff Recommendation:** Approve the resolution.

**Suggested Motion:**

Commissioner \_\_\_\_\_ moved to approve Resolution No. R-2760, a resolution of support for a Housing Tax Credit application for the next Phase of Village at Freedom Place along Fuller Circle off Grant Avenue in Junction City, Kansas.

Commissioner \_\_\_\_\_ seconded the motion.

**Enclosures:**

Resolution R-2760  
Letter from Developer



# Quality Trust Inc.

Lawrence M. Ruiz  
133 East Home St.  
Junction City, KS 66441

President (Bonded)  
Telephone (785) 238-4761  
Fax (785) 238-7395  
qti@oz-online.net

Gerald C. Smith  
City Manager  
City of Junction City  
700 N. Jefferson  
Junction City, Ks 66441  
November 21, 2013

Dear Mr. Smith,

Thank you for the time you have spent with me in your office, on Thursday afternoon discussing the following reference project. The project as you know it, is a Housing Tax Credit Program that will help with the Construction Cost and the Permanent Financing to construct affordable housing units consisting of twenty-five (25) town houses and a community center, and a second phase that will consist of another thirty-two town houses, with basements. This is the very same project called the River Front Development LLC, whereas a proposal was submitted last year for approval to the Kansas Housing Resource Operation. However, because of the fierce competition, timeline and limited funding with the program, we were not selected on that go around.

Last year the Riverfront Development LLC, requested some support for the project from the City of Junction City. The governing body of officials at that time, gave us 100% City Resolution and the approvals we needed to continue forward up until December 31, 2013. With this being the case, the Riverfront Development LLC, is asking for an extension in order to secure the financing needed. Since the last application many things have been accomplished bring us to the point of being more poised and balanced as we continue on the next application request for these Housing Tax Credits.

This project is located at the Freedom Place on Grant Avenue. The lots being developed are in the back where the un-finished Town House foundations are and from that area toward the north undeveloped area and the area around the swimming pool going north and west.

Please find located in the enclosed package, One binder, (1) original copy and four (4) copies of our proposal, for the rest of the program people involved in the decision making on this project.

If there are any questions, please advise or feel free to call me at the office no. (785) 238-4761 or my cell phone (785) 375-6372

Very Truly Yours,

Lawrence M. Ruiz (Larry)  
President, Riverfront Development L.L.C.

**RESOLUTION R-2760**

**A RESOLUTION SUPPORTING AN APPLICATION FOR A HOUSING TAX CREDIT APPLICATION FOR DEVELOPMENT OF AFFORDABLE RENTAL HOUSING IN THE CITY OF JUNCTION CITY, KANSAS.**

**WHEREAS**, the City of Junction City, Kansas, has been informed by Lawrence M. Ruiz, d.b.a. Riverfront Developer, that a housing tax credit application will be filed with the Kansas Housing Resources Corporation for the development of affordable rental housing to be located on Fuller Circle in the Village at Freedom Place, Junction City, Kansas; and,

**WHEREAS**, this housing development will be the next phase to the existing Village at Freedom Place and contain an additional 25 units; and,

**WHEREAS**, the development will be a new construction; and,

**WHEREAS**, amenities will include a park area, a 60-foot by 100-foot Community Center, and a swimming pool; and,

**WHEREAS**, the units will be targeted to the elderly and families; and,

**WHEREAS**, the developer has requested local support for the tax credit application related to this project; and,

**WHEREAS**, the purpose of this Resolution is to indicate the support of the City of Junction City for the tax credit application; however, nothing contained herein shall be deemed to be approval of any other governmental action related to the project, such as, but not limited to, zoning, platting, building codes, utility connects and the like.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF JUNCTION CITY, KANSAS, THAT:**

1. The City of Junction City, Kansas, supports and approves the development of the aforesaid housing in our community, subject to city ordinances and the building permit process.
2. This resolution is effective until December 31, 2016. In the event that any of the characteristics mentioned above should change prior to the issuance of a building permit, this resolution is null and void.

**PASSED AND ADOPTED BY THE GOVERNING BODY OF THE CITY OF JUNCTION CITY, KANSAS THIS 3rd DAY OF JANUARY, 2014.**

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Cecil Aska, Mayor

Attest:

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Tyler Ficken, City Clerk

**Backup material for agenda item:**

- d. Consideration of lease with Bid Daddy fireworks.

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

December 17, 2013 Meeting

**From:** Cheryl S. Beatty, Finance Director/Assistant Manager  
**To:** City Commissioners and Gerald Smith, City Manager  
**Subject:** Fireworks Stand Lease

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**Objective:** Consideration and approval of a lease of city owned land for purpose of the sale of fireworks.

**Explanation of Issue:** Big Daddy Fireworks, LLC has again proposed the lease of land from the city for one fireworks stand at 6<sup>th</sup> and Franklin Street at the same rate. They have historically been a good steward of this property and abide by all city regulations.

**Budget Impact:** The 2014 budget includes the receipt of this revenue.

**Alternatives:** It appears that the City Commission may approve, disapprove, modify, or table this request for lease of land for a fireworks stand.

**Recommendation:** Staff recommends the approval of the lease agreement.

**Suggested Motion:** Commissioner \_\_\_\_\_ moves to approve the lease agreement as proposed from Big Daddy Fireworks, LLC. Commissioner \_\_\_\_\_ seconded the motion.

**Enclosure:** Lease agreement

## LAND LEASE

This Lease is made and entered on this 17 day of December, 2013, between the City of Junction City, Kansas herein referred to as "Lessor," and Big Daddy Fireworks, LLC, a corporation organized and existing under the laws of the State of Kansas, whose principle place of business is 30 Arapaho, Inman, KS 67502, herein referred to as "Lessee"

Section 1. **Leased Premises.** Lessor leases to lessee, the following real property pursuant to the conditions contained herein, to-wit:

Address- Parking Lot on NE corner of 6<sup>th</sup> St. and Franklin St.  
City, State, Zip -Junction City, KS 66441

Section 2. **Term.** The term of this Lease shall be from June 20, 2014 to July 8, 2014.

Section 3. **Rent.** It is agreed that Lessee shall pay rent to the lessor pursuant to the following.     \$3,000    

Section 4. **Use of Premises.** Lessee shall use the demised premises exclusively for the purpose of, and limited to the sale of fireworks to the general public. Lessee shall comply with all the laws, ordinances, rules and statutes appropriated governmental authorities affecting the sale of fireworks upon the demised premises during the term of the lease.

Section 5. **Utilities.** Lessor shall not provide utility connections.

Section 6. **Taxes.** Lessor shall be solely responsible for all real estate taxes, levied with respect to the premises and any special assessments relating to such premises.

Section 7. **Indemnification.** Lessee agrees to indemnify, defend and hold Lessor, its elected and appointed officials, employees, agents, boards, commissions, representatives, and attorneys, harmless from and against any claims, damages, demands, costs, penalties, suits, fines, legal and investigation fees and expenses arising or related to any claim or action for injury, liability, or damage to any person, the environment, or the demised premises from Lessee's occupancy or use of the demised premises or from any breach on the part of Lessee of any conditions of this Lease, or from any act or omission of Lessee, its agents, contractors, employees, or invitees in or about the demised premises, except those arising out of the sole negligence or willful misconduct of Lessor, its officers, agents and employees. This indemnification of Lessor by Lessee includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial actions, removal or restoration work required or conducted by any federal, state, or local governmental agency or political subdivision because of Hazardous Materials (as defined in Section 16 below) caused by Lessee to be present on, under, or about the demised premises. Lessee's indemnity obligations as set forth in this Section 7 shall survive the expiration or termination of this Lease.

Section 8. **As Is.** Lessee agrees to take the demised premises in its present condition, "AS

IS” and without any improvements or modifications required on the part of Lessor, except as provided in Section 5. Lessor makes no representation or warranty, express or implied in fact or by law, to Lessee as to the condition of the demised premises or the fitness of the demised premises for its intended use by Lessee.

Section 9. **Insurance.** Lessee shall carry insurance against claims for personal injury or death or property damage occurring in or about the demised premises with any limits that may reasonably be requested by Lessor, but not less than One Million Dollars (\$1,000,000) in the event of bodily injury or death of one person and not less than Two Million Dollars (\$2,000,000) in the event of bodily injury or death to any number of persons in any one accident and broad form property damage coverage of not less than One Million Dollars (\$1,000,000). All policies of insurance shall name Lessor as an additional insured by means of an endorsement which states that Lessee’s insurance coverage is primary to all other coverage Lessor may have. Each policy shall also contain a waiver of subrogation rights in favor of Lessor and provide that Lessor be given at least thirty days’ notice before any termination, cancellation or material modification of the policy. Certificates of Insurance, acceptable to Lessor, evidencing the existence and amount of each insurance policy required hereunder shall be delivered to Lessor prior to the Possession Date. Upon request, Lessee shall provide Lessor copies of any policy required under this Agreement, including all endorsements thereto.

Section 10. **Default.** In the event of a breach by Lessee of any of the terms of this Lease, all rights of Lessee hereunder shall cease and terminate, and in addition to all other rights Lessor may have at law or in equity, Lessor may re-enter the demised premises and take possession thereof without notice and may remove any and all persons and property therefrom, and may also cancel and terminate this Lease; upon any such cancellation, all rights of Lessee in and to the demised premises shall cease and terminate.

Section 11. **Binding Effect.** This Lease is personal to the Lessee and Lessee agrees not to sublease, assign, sell, transfer, encumber, pledge or otherwise hypothecate any part of the Lease without the prior written consent of the Lessor, which consent may be withheld in the Lessor’s sole and absolute discretion. Any purported assignment or sublease by Lessee of this Lease shall be void ab initio and a basis for immediate termination of this Lease. In the event that the Lessor shall provide such prior written consent to an assignment or sublease by Lessee, any such assignment or sublease shall not relieve Lessee of its obligations under this Lease. The covenants and conditions herein contained shall apply to and bind the heirs, legal representatives, and permitted assigns of the parties hereto and covenants are to be construed as conditions of the Lease.

Section 12. **Right to Enter.** Lessor shall have the right to enter the demised premises to inspect the premises at reasonable times during Lessee’s regular business hours, or at any time in case of emergency, to determine whether Lessee has complied with and is complying with the terms and conditions of this Lease. Lessor shall also have the right to enter the demised premises to cure any material breach that remains uncured by Lessee after reasonable notice and opportunity to cure. In addition, Lessor shall have the right to enter the demised premises at any time to respond to any emergency. Nothing in this Section shall be construed to be a limitation or restriction on the exercise of the Lessor’s police power.

Section 13. **Governing Laws.** The terms of this Lease shall be interpreted under the laws of the State of Kansas.

Section 14. **Notices.** All notices required herein by or between the parties hereto shall be either hand delivered or deposited in the United States mail, postage prepaid, to the parties at their respective addresses shown below.

Section 15. **Attorney's Fees.** If any party named herein brings an action to enforce the terms hereof or to declare its rights hereunder, the prevailing party in any such action, on trial and appeal, shall be entitled to recover its costs and reasonable attorney's fees.

Section 16. **Amendments.** No provision of this Lease may be amended or modified except by an agreement in writing executed by both parties hereto.

Section 17. **Sole Agreement.** This Lease constitutes the sole agreement between the Lessor and the Lessee with respect to the demised premises.

IN WITNESS WHEREOF, the parties have executed the Lease the day and year written above.

**LANDLORD:**

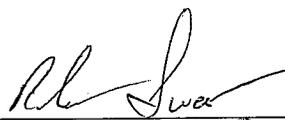
**City Of Junction City, Kansas**  
700 North Jefferson  
Junction City, KS 66441

**TENANT:**

**Big Daddy Fireworks, L.L.C.**  
30 Arapaho  
Inman, KS 67502

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

Dated: \_\_\_\_\_

By:   
Printed Name: Ribera Sweet

Dated: 12-15-13

Phone # 620-728-9494

ATTEST:

\_\_\_\_\_  
Tyler Ficken, City Clerk

**Backup material for agenda item:**

- e. The consideration and approval to award bid to Harold Glessner Dirt Contracting for the Demolition of 416 W 12th St in the amount of \$2,560.

# City of Junction City Bid Tabulation Sheet

Project Name: 416 W 12th St

Bid Date: 12/03/2013

Bid Time: 3:30 pm

<u>List of Bidding Contractors</u>	<u>Total Bid Amount</u>	<u># of Days</u>	<u>Direct Solicit</u>	<u>Local Vendor</u>	<u>Signed Bid</u>	<u>Bid Rank</u>
Pearson Excavating	\$3,200.00	15	X	X	X	2
Harold Glessner Dirt Contracting	\$2,560.00	30	X	X	X	1
L. Blixt Construction Inc	\$5,800.00	60	X	X	X	3

# City of Junction City

## City Commission

### Agenda Memo

December 17, 2013

**From:** Mark Karmann, Code Administrator  
**To:** Gerald Smith, City Manager and the City Commissioners  
**Subject:** **Demolition of 416 W 12<sup>th</sup> St – Award of Bid**

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**Objective:** The consideration and approval to award bid to Harold Glessner Dirt Contracting for the Demolition of 416 W 12<sup>th</sup> St in the amount of \$2,560.

**Explanation of Issue:** On July 2, 2013 the City Commission approved to give the property owner 120 days to repair or demolish the structure(s) at 416 W 12<sup>th</sup> St. Request for bids were sent to 3 Contractors on November 20, 2013, published in the Daily Union on November 20, 2013 and posted on the City website. A mandatory pre-bid meeting was held on December 3, 2013 at 3:30 pm. The City received 3 bids:

<u>Contractor</u>	<u>Bid</u>	<u>Days Listed</u>
Pearson Excavating	\$3,200	15
Harold Glessner Dirt Contracting	\$2,560	30
L. Blixt Construction Inc	\$5,800	60

**Budget Impact:** The project will be funded through Demolition Removal in the General Fund. \$15,000 was budgeted for 2013. 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 award bid to Harold Glessner Dirt Contracting for the Demolition of 416 W 12<sup>th</sup> St in the amount of \$2,560.

**Suggested Motion:**

Commissioner \_\_\_\_\_ moves to approve to award bid to Harold Glessner Dirt Contracting for the Demolition of 416 W 12<sup>th</sup> St in the amount of \$2,560.

Commissioner \_\_\_\_\_ seconded the motion.

**Enclosures:** Bid Tabulation Sheet

**Backup material for agenda item:**

- f. Consideration of award of bid for architect services for CDGB Grant Project for renovation of the building at 617 N. Washington Street.

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

December 17, 2013 Meeting

From: Cheryl S. Beatty, Assistant Manager/Finance Director  
To: City Commissioners and Gerald Smith, City Manager  
Subject: **Award of Bid for Request for Qualifications for Architect Services for CDBG Grant Project**

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**Objective:** Award of bid for architect services for CDGB Grant Project for renovation of the building at 617 N. Washington Street.

**Explanation of Issue:** The next step in the renovation of 617 N. Washington Street CDBG Grant Project is to hire an architect to develop renovation design plans. Therefore, a request for qualifications was sent out. All interested architects were required to attend a site review. Four firms were represented at the site review. However, only two firms submitted qualifications: B G Consultants and McMillian Architects. A panel of three reviewed and rated the proposals, which resulted as follows:

B G Consultants - 287    and    McMillian Architects – 283

With the scores being so close, the final recommendation of award was based on which firm conveyed its experience with dealing with similar CDBG projects.

The review committee recommends award of bid to B G Consultants.

After award of request for qualifications, our grant administrator will negotiate consulting fees and contract terms. If a contract agreement cannot be reached with B G Consultants, then we would attempt to negotiate a contract with McMillian Architects.

**Budget Impact:** None.

**Action:** It appears that the City Commission may approve, deny, or table the award of bid for architect services for the CDGB Grant Project.

**Suggested Motion:** I move to award request of qualifications bid to B G Consultants for the 617 N. Washington Street CDBG Grant Project. Seconded by \_\_\_\_\_.

**Recommendation:** Staff does not have a recommendation on this matter.

**Attachments:** None

**Backup material for agenda item:**

- a. Presentation on the Flint Hills Metropolitan Planning Organization Public Participation Plan.

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

December 17, 2013

**From:** Gregory S. McCaffery, Municipal Service Director  
**To:** Gerald Smith, City Manager and City Commissioners  
**Subject:** Presentation on the Flint Hills Metropolitan Planning Organization  
Public Participation Plan

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**Objective:** Informational Presentation on the Flint Hills Metropolitan Planning Organization Public Participation Plan

**Explanation of Issue:** The City of Junction City, along with other Flint Hills Metropolitan Planning Organization (FHMPPO) members have been working on moving forward with various operational and core documents needed for the overall development and operation of the FHMPPO. One of those is the Public Participation Plan (PPP). The PPP outlines the public outreach process the FHMPPO will undergo during the transportation planning process. The PPP must be updated every five years, preferably in advance of the Metropolitan Transportation Plan update.

A draft PPP has been released for public comment, and two public meetings on the PPP have also been held, Junction City on December 9<sup>th</sup> and the City of Manhattan City on December 11<sup>th</sup>. The draft PPP maybe reviewed on [www.flinthillsmppo.wix.com](http://www.flinthillsmppo.wix.com).

Stephanie Watts, FHMPPO Transportation Planner, will provide the City Commission a brief overview of the PPP, in order to further inform the City on the PPP and its part within the overall FHMPPO.

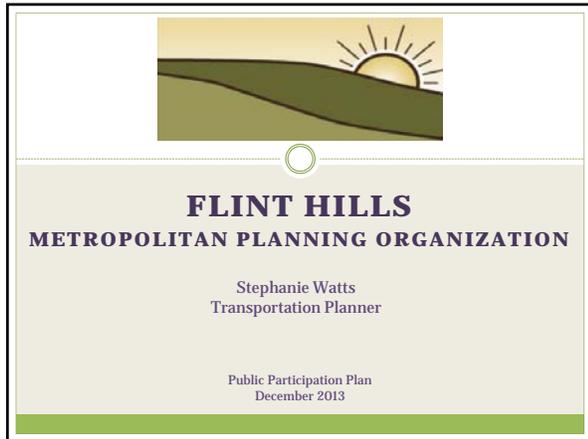
**Budget Impact:** N/A.

**Alternatives:** No Action is requested at this time, yet feedback and input is requested.

**Recommendation:** N/A.

**Suggested Motion:** N/A.

**Enclosures:** FHMPPO Public Participation Plan Presentation




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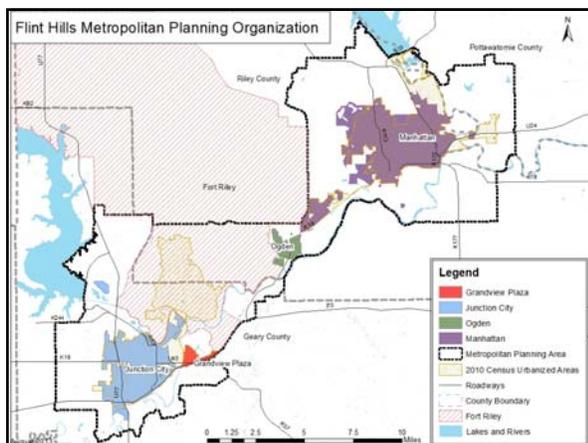
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### Public Participation Plan (PPP)

Defines MPO outreach and public engagement activities

Identifies where and how documents will be advertised

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### Public Participation Survey

- Developed a 10 question survey
- Made available in public locations and electronically
- Received 113 responses over 45 day period

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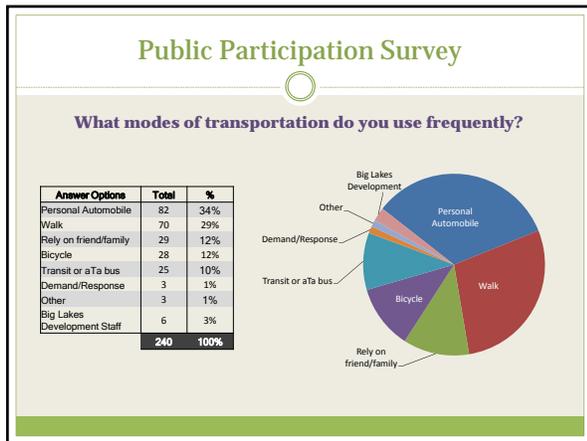
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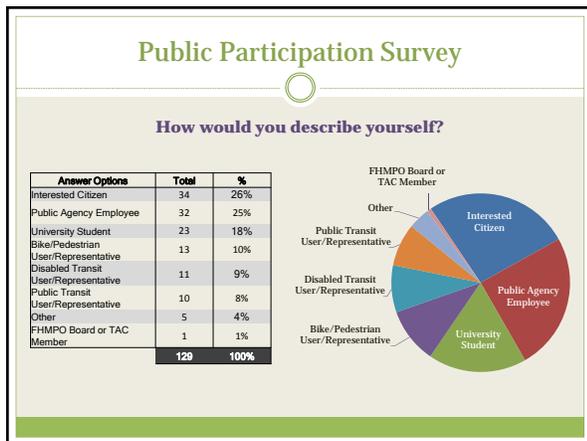
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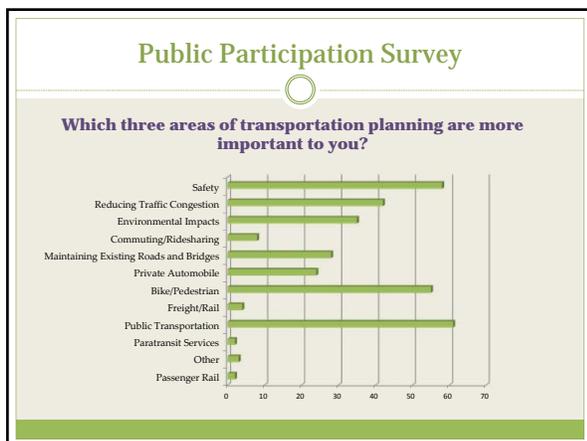
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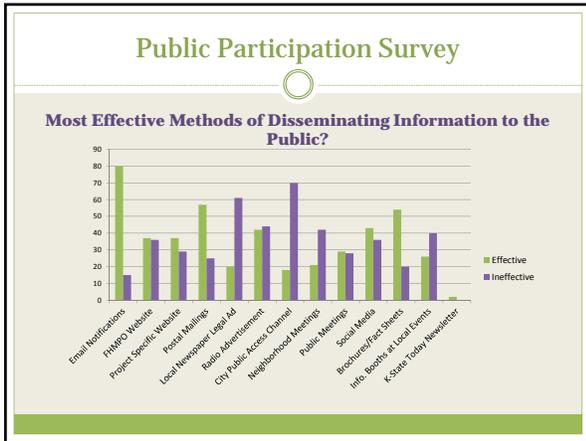
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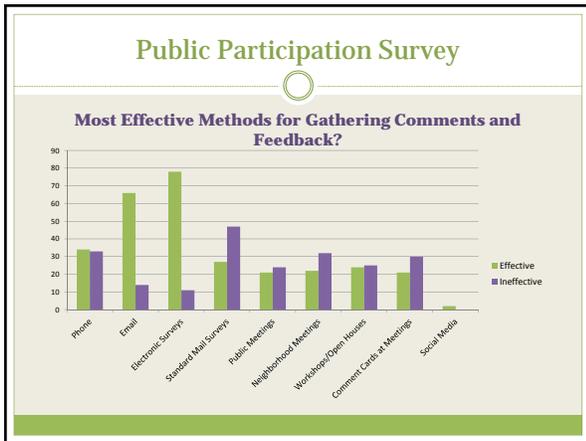
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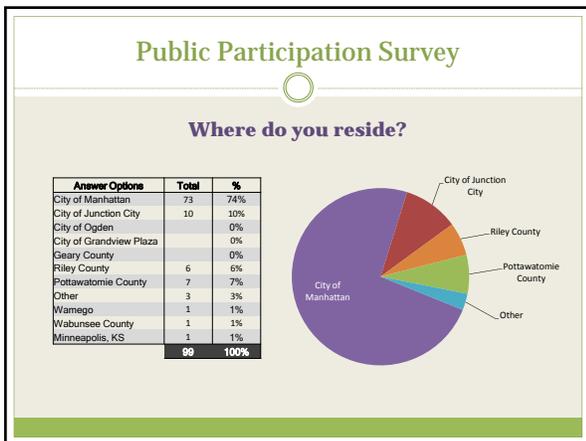
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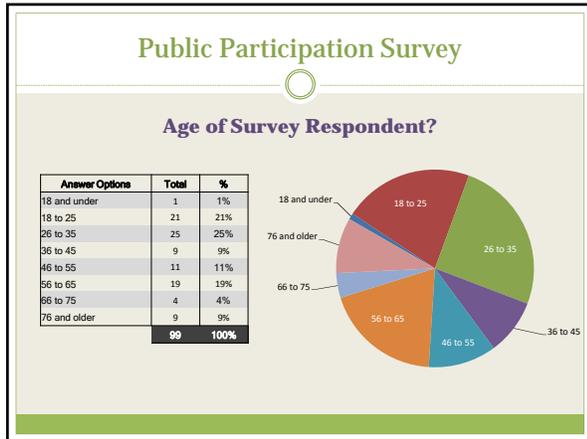
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- ### Public Meeting Comments
- Held Monday, Dec 9, 4-6
  - Suggestions on public involvement activities
    - Include Presentations on Channel 3
    - Utilize the Chamber's mailing list
    - Include future surveys in water bills
    - Include MPO info in public library newsletter
  - Several comments regarding projects and transportation in general

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- ### Noteworthy Dates
- Public Participation Plan Public Meetings
    - Junction City Gymnasium: Dec 9<sup>th</sup> 4-6pm
    - Manhattan City Hall: Dec 11<sup>th</sup> 4-6pm
    - PPP Public Comment Period: Nov 21-Jan 4
  - Metropolitan Transportation Plan
    - RFP Issued – Dec 2013
    - Expected MTP Adoption -- Fall 2015

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**Questions?**

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**Stephanie Watts**  
Flint Hills Metropolitan Planning Organization  
[Stephanie@FlintHillsRegion.org](mailto:Stephanie@FlintHillsRegion.org)  
(855) 785-3472  
[www.FlintHillsRegion.org/FHMPO](http://www.FlintHillsRegion.org/FHMPO)

To sign up for email notifications: [FHMPO@FlintHillsRegion.org](mailto:FHMPO@FlintHillsRegion.org)

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**Backup material for agenda item:**

- a. The consideration and approval of City staff recommendation for the 2014 Street Maintenance Improvement Program and Approval of Use of Un-appropriated of Special Highway Funds.

# City of Junction City

## City Commission

### Agenda Memo

December 17, 2013

**From:** Gregory S. McCaffery, Municipal Services Director  
**To:** Gerald Smith, City Manager and the City Commissioners  
**Subject:** **2014 Street Maintenance Improvement Recommendation and Use of Special Highway Funds**

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**Objective:** The consideration and approval of City staff recommendation for the 2014 Street Maintenance Improvement Program and Use of Special Highway Funds.

**Explanation of Issue:** The City has budgeted \$500,000 within the Street Fund for contractual street maintenance improvements. Additionally, over the last year and half the City has budgeted limited maintenance funds for joint & crack sealing, minor concrete & asphalt patch repairs and other related street maintenance work through the City Department of Public Works (DPW).

Over the last three years the City has completed various street maintenance improvements including micro-surfacing, minor bituminous asphalt & concrete repairs and joint & cracking of asphalt streets within the City. Given the available funding, City staff has set in place a preventative maintenance program (ex. sealing up street segments, minor drainage improvements, street sweeping, etc.) in which to keep many of the streets from falling into further more costly disrepairs. A map outlining the completed improvements (2011-13) is provided for the City Commission's reference.

The City staff over the last two year's programs has been using a Pavement Management Program (PMP), PAVER, whereby a rating has been developed for each street segment within the City. A segment is a typically City block in length. Over 2,000 segments within the City have been rated, using this program. The intent of the PMP is to allow City staff the ability to optimize the available funding which has been budgeted for the overall 145 miles of streets within the system. Many streets are in need of major concrete repairs and asphalt milling & overlays, based on the current conditions. However funding has been limited and therefore City staff has sawed out PMP methods in which to best extend the longevity of each street segment. This in some cases has resulted in street sweeping, in which to remove debris/ provide for positive drainage and pothole patching work.

Micro-surfacing has been done on several of the City major streets, in addition to other major and residential streets being joint & crack sealed. Also over 30 valley gutters have been repaired resulting in improvement drainage within this street network.

Given these street maintenance activities, and the intent to continue with DPW street sweeping, joint & crack sealing and pothole patching, the City is looking to implement major concrete patch repairs and asphalt milling & overlays within the City 2014.

As in the past, City staff held a Street Maintenance Program Open House, 11/20/13 from 3-7 PM in which better educate the public, share street treatment methods, and an overall summary of the City's street system. This year's program drew 45 citizens, with all walking away with a better understanding of the City's system and methods used towards maintenance.

Additionally, in May 2013, the City Commission was made aware of additional funds which became available through the refinancing of various debt obligations, which resulted in approximately \$600,000 in un-appropriated funds. At the time of this bond refinancing, the City Commission elected to withhold the allocation towards any given program/ activity, yet noted the Street Maintenance Program maybe a viable expenditure.

Given this, City staff has developed a program for the \$500,000 budgeted funds and an additional expenditure of \$600,000, all structured based on the PMP ratings. A map, entitled "2014 Street Maintenance Program," along with a probable cost estimate for the recommended street improvements is provided. The 2014 program was developed based on the street ratings, traffic volumes, feedback from the public to date, and the funding available. City staff is recommending continuing with various preventative pavement measures, in order to obtain the "Greatest Benefit" within the entire system.

At this time, City staff is requesting City Commission approval on the use of the additional \$600,000 which was derived from the debt obligation refinancing, and use these towards 2014 street maintenance improvements. Also, City staff is seeking input and/ or comment on the recommendations provided for the 2014 program, as a request for engineering design would be brought before the City Commission in January 2014.

It is anticipated the engineering and bid letting for the 2014 Street Maintenance Improvement Program will be completed within the next 90 days, with an award of bid to be before the City Commission in March 2014. With this early bid letting schedule it is hopeful the City will see improved unit pricing and having the work completed in the early summer months.

**Budget Impact:** Funding for the \$500,000 2014 Street Maintenance Improvement Program is available within the Streets Fund and the additional \$600,000 is available within the Special Highway Fund.

**Alternatives:** The City Commission may Approve, Disapprove, Modify or Table the request for these additional funds.

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

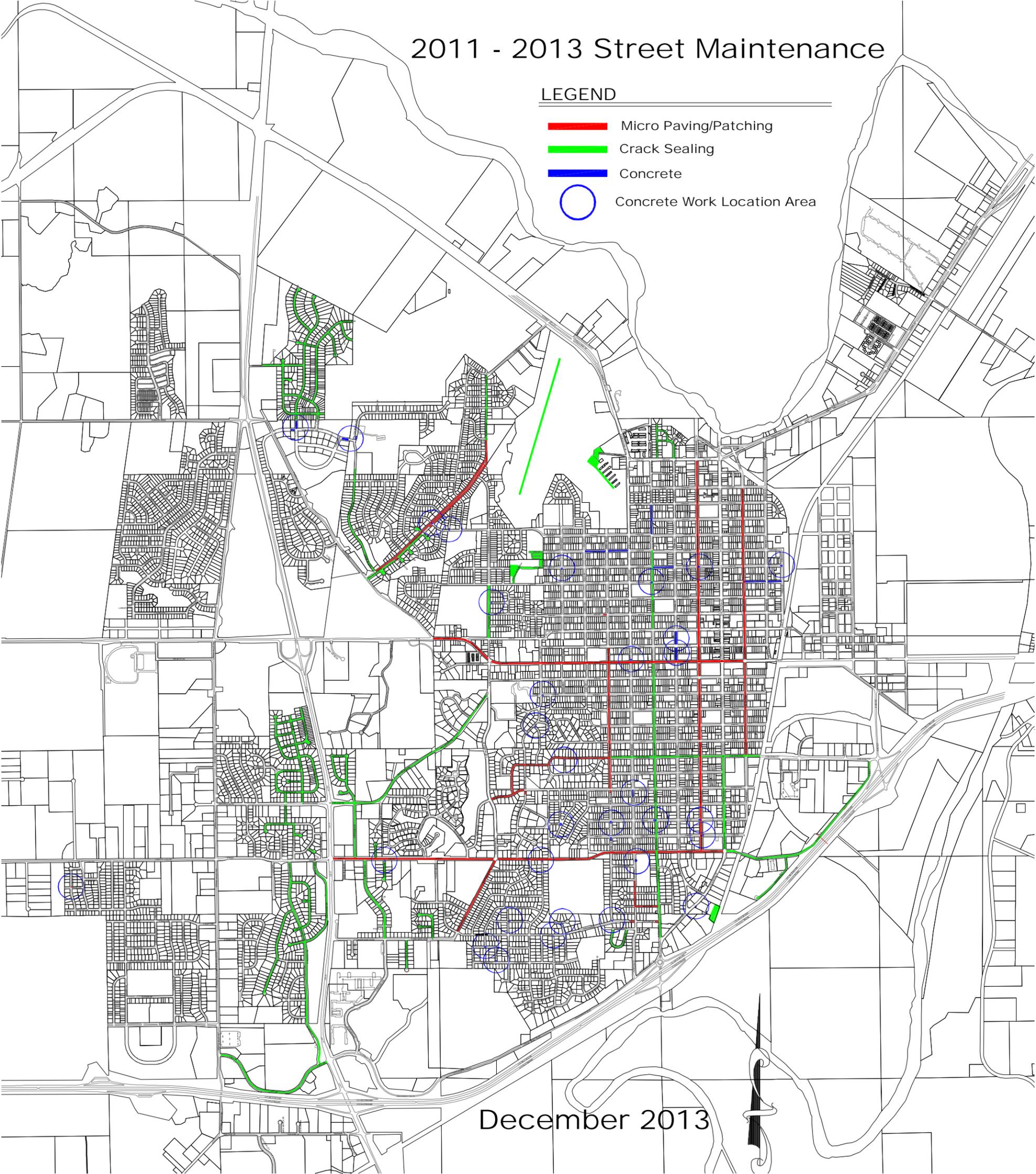
**Suggested Motion:** Move to approve the appropriation of the un-appropriated funds of \$600,000 towards the 2014 Street Maintenance Improvement Programs as outlined and direct staff to proceed with the needed engineering design, bid letting and recommendation for contract award at a future City Commission meeting.

**Enclosures:** 2014 Street Maintenance Improvement Location Map/ Cost Estimate  
2011-13 Street Maintenance Improvements - Location Map  
2015-18 Preliminary Street Maintenance Improvements – Location Map  
City Commission meeting minutes May 21, 2013

# 2011 - 2013 Street Maintenance

## LEGEND

-  Micro Paving/Patching
-  Crack Sealing
-  Concrete
-  Concrete Work Location Area



December 2013

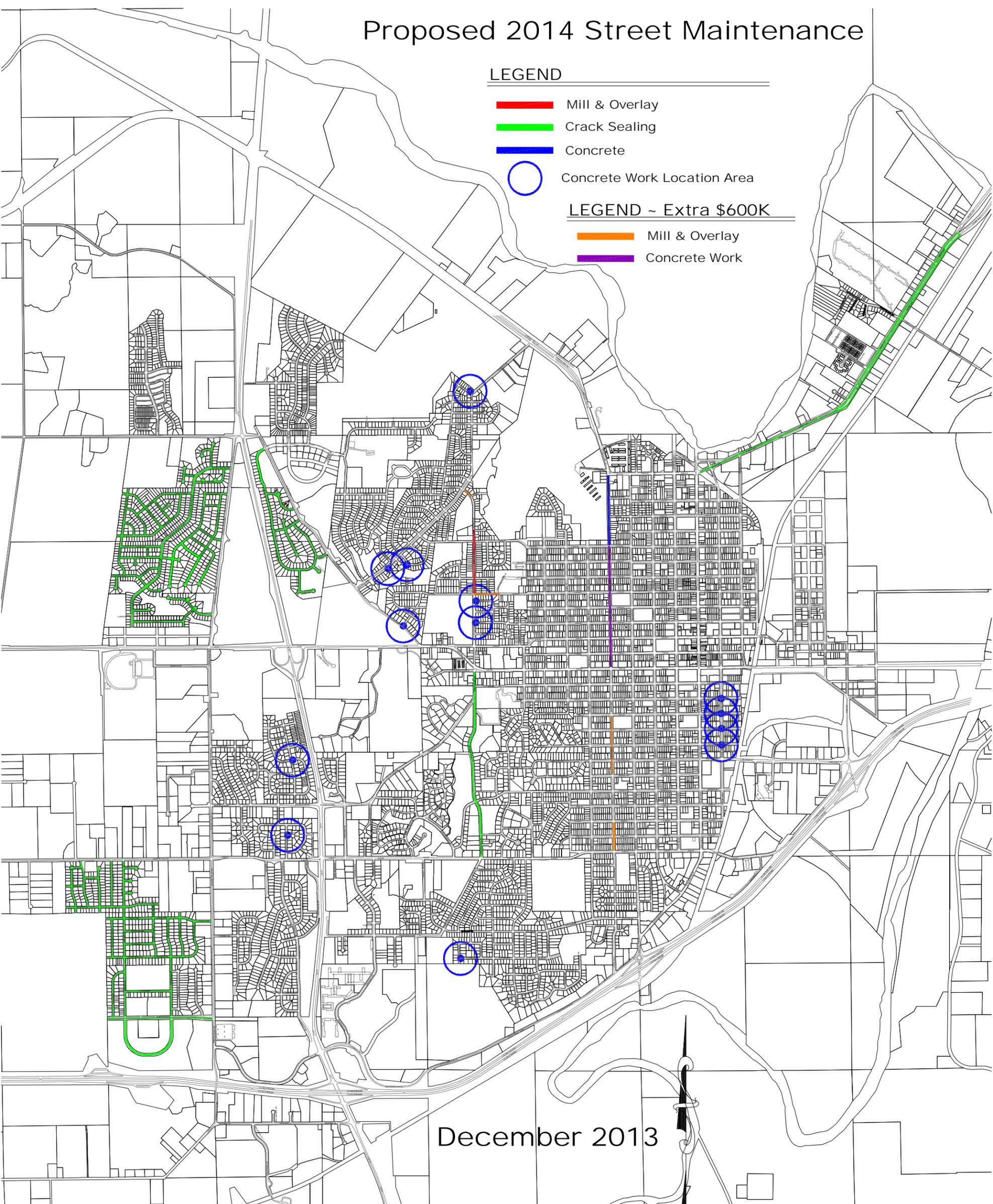
# Proposed 2014 Street Maintenance

## LEGEND

- Mill & Overlay
- Crack Sealing
- Concrete
- Concrete Work Location Area

## LEGEND ~ Extra \$600K

- Mill & Overlay
- Concrete Work



December 2013

**Asphalt Mill & Overlay Cost Options**

Street	Back	Forward	BOC-BOC	FOC-FOC	Length	Total Area		Cost		Surface Type	Total Cost		Overall Total
						FT2	SQ YD	Removal	Mill & Overlay		Removal	Mill & Overlay	
5th Street	Washington	Jefferson	41	36	550	19,800	2200	\$0.00	\$99,000.00	Asphalt Mat	X		
5th Street	Jefferson	Adams	41	36	550	19,800	2200	\$0.00	\$99,000.00	Asphalt Mat			
5th Street	Adams	Madison	41	36	550	19,800	2200	\$0.00	\$99,000.00	Asphalt Mat			
5th Street	Madison	Jackson	41	36	550	19,800	2200	\$0.00	\$99,000.00	Concrete W/2" Asphalt			
5th Street	Jackson	Webster	41	36	550	19,800	2200	\$0.00	\$99,000.00	Concrete W/2" Asphalt			
5th Street	Webster	Clay	41	36	550	19,800	2200	\$0.00	\$99,000.00	Concrete W/2" Asphalt			
5th Street	Clay	Calhoun	41	36	550	19,800	2200	\$0.00	\$99,000.00	Concrete W/2" Asphalt			
5th Street	Calhoun	Garfield	41	36	550	19,800	2200	\$0.00	\$99,000.00	Concrete W/2" Asphalt			
5th Street	Garfield	City Park	41	36	550	19,800	2200	\$0.00	\$99,000.00	Asphalt Mat			
5th Street	City Park	Eisenhowe	31	26	700	18,200	2022.222	\$0.00	\$91,000.00	Asphalt Mat			
Jackson	6th	5th	31	26	380	9,880	1097.778	\$21,955.56	\$49,400.00	Concrete 1/2" Asphalt overlay	X		
Jackson	5th	4th	31	26	380	9,880	1097.778	\$21,955.56	\$49,400.00	Concrete 1/2" Asphalt overlay			
Jackson	4th	3rd	31	26	380	9,880	1097.778	\$21,955.56	\$49,400.00	Concrete 1/2" Asphalt overlay			
Jackson	3rd	2nd	31	26	380	9,880	1097.778	\$21,955.56	\$49,400.00	Concrete 1/2" Asphalt overlay			
Jackson	2nd	1st	31	26	380	9,880	1097.778	\$21,955.56	\$49,400.00	Concrete 1/2" Asphalt overlay			
Jackson	1st	Chestnut	31	26	380	9,880	1097.778	\$21,955.56	\$49,400.00	Concrete 1/2" Asphalt overlay			
Jackson	Chestnut	Walnut	31	26	380	9,880	1097.778	\$21,955.56	\$49,400.00	Concrete 1/2" Asphalt overlay			
Jackson	Elm	Vine	31	26	380	9,880	1097.778	\$0.00	\$49,400.00	Asphalt Mat			
Jackson	Vine	Ash	31	26	380	9,880	1097.778	\$0.00	\$49,400.00	Asphalt Mat			
Jackson	Ash	Coronado	31	26	330	8,580	953.3333	\$0.00	\$42,900.00	Asphalt Mat			
9th Street	Monroe	Franklin	41	36	550	19,800	2200	\$0.00	\$99,000.00	Brick 1/2" Asphalt	X		
9th Street	Franklin	Washington	41	36	550	19,800	2200	\$0.00	\$99,000.00	Asphalt Mat			
9th Street	Washington	Jefferson	41	36	550	19,800	2200	\$0.00	\$99,000.00	Asphalt Mat			
9th Street	Jefferson	Adams	41	36	550	19,800	2200	\$44,000.00	\$99,000.00	Concrete 1/2" Asphalt overlay			
9th Street	Adams	Madison	41	36	550	19,800	2200	\$44,000.00	\$99,000.00	Concrete 1/2" Asphalt overlay			
Madison	9th	8th	31	26	420	10,920	1213.333	\$0.00	\$54,600.00	Asphalt Mat			
9th Street	Madison	Jackson	31	26	550	14,300	1588.889	\$31,777.78	\$71,500.00	Concrete 1/2" Asphalt overlay	X		
9th Street	Jackson	Webster	31	26	550	14,300	1588.889	\$31,777.78	\$71,500.00	Concrete 1/2" Asphalt overlay			
Eisenhower	Westwood	17th	31	26	300	7,800	866.6667	\$0.00	\$39,000.00	Asphalt Mat	X		
Eisenhower	Moss Cr.	14th	31	26	300	7,800	866.6667	\$0.00	\$39,000.00	Asphalt Mat			
Eisenhower	14th	12th	31	26	930	24,180	2686.667	\$0.00	\$120,900.00	Asphalt Mat			
Eisenhower	12th	11th	31	26	400	10,400	1155.556	\$0.00	\$52,000.00	Asphalt Mat			
11th	Eisenhower	James Smc	36	31	615	19,065	2118.333	\$0.00	\$95,325.00	Asphalt Mat			
12th	Eisenhower	Fair Street	31	26	360	9,360	1040	\$0.00	\$46,800.00	Asphalt Mat			
12th	Fair Street	Linda Drive	31	26	590	15,340	1704.444	\$0.00	\$76,700.00	Asphalt Mat			
Linda Drive	12th	Fair Street	31	26	700	18,200	2022.222	\$0.00	\$91,000.00	Asphalt Mat			
Skyline	Madison	Jackson	31	26	600	15,600	1733.333	\$0.00	\$78,000.00	Asphalt Mat			
Skyline	Jackson	Webster	31	26	580	15,080	1675.556	\$0.00	\$75,400.00	Asphalt Mat			
Jackson	Skyline	Christina	36	31	200	6,200	688.8889	\$0.00	\$31,000.00	Asphalt Mat	X		
Jackson	Christina	Past Jackso	36	31	425	13,175	1463.889	\$0.00	\$65,875.00	Asphalt Mat			
Webster	Skyline	Beck	31	26	1015	26,390	2932.222	\$0.00	\$131,950.00	Asphalt Mat			
Webster	Beck	Coronado	31	26	335	8,710	967.7778	\$0.00	\$43,550.00	Asphalt Mat			
Beck	Webster	Jackson	31	26	550	14,300	1588.889	\$0.00	\$71,500.00	Asphalt Mat			
Miller	McFarland	McFarland	31	26	1800	46,800	5200	\$0.00	\$234,000.00	Asphalt Mat			
8th	Whitney	Eisenhower	25	20	550	11,000	1222.222	\$24,444.44	\$55,000.00	Concrete 1/2" Asphalt overlay	X		
8th	Eisenhower	Garfield	41	36	1230	44,280	4920	\$0.00	\$221,400.00	Asphalt Mat			
8th	Garfield	Calhoun	31	26	600	15,600	1733.333	\$34,666.67	\$78,000.00	Concrete 1/2" Asphalt overlay			
8th	Calhoun	Clay	41	36	550	19,800	2200	\$44,000.00	\$99,000.00	Concrete 1/2" Asphalt overlay			
Sunset Drive	4th	4th	26	21	1450	30,450	3383.333	\$67,666.67	\$152,250.00	Concrete-1 1/2" Asphalt overlay	X		
Calhoun	13th	12th	31	26	380	9,880	1097.778	\$0.00	\$49,400.00	Asphalt Mat			
12th	Calhoun	Clay	31	26	550	14,300	1588.889	\$0.00	\$71,500.00	Asphalt Mat			
Clay	12th	11th	31	26	380	9,880	1097.778	\$0.00	\$49,400.00	Asphalt Mat			
Clay	11th	10th	31	26	380	9,880	1097.778	\$0.00	\$49,400.00	Asphalt Mat			
Clay	10th	9th	31	26	380	9,880	1097.778	\$0.00	\$49,400.00	Seal Coat 1/2" Asphalt overlay			
9th Street	Calhoun	Clay	31	26	550	14,300	1588.889	\$0.00	\$71,500.00	Seal Coat 1/2" Asphalt overlay			
9th Street	Clay	Webster	31	26	550	14,300	1588.889	\$31,777.78	\$71,500.00	Concrete 1/2" Asphalt overlay			
9th Street	Garfield	Calhoun	31	26	650	16,900	1877.778	\$0.00	\$84,500.00	Asphalt Mat	X		
Garfield	9th	Garfield Cr	31	26	230	5,980	664.4444	\$0.00	\$29,900.00	Seal Coat 1/2" Asphalt overlay			
Chadwick C	McFarland	End	31	26	830	21,580	2397.778	\$0.00	\$107,900.00	Asphalt Mat	X		
Woodland	Bitterswee	End	41	36	520	18720	2080	\$0.00	\$93,600.00	Asphalt Mat			
Redbud Dri	Bitterswee	Hawthorne	31	26	320	8,320	924.4444	\$0.00	\$41,600.00	Asphalt Mat			
Redbud Dri	Hawthorne	Hawthorne	31	26	1040	27,040	3004.444	\$0.00	\$135,200.00	Asphalt Mat			
Redbud Dri	Hawthorne	Goldenrod	31	26	210	5,460	606.6667	\$0.00	\$27,300.00	Asphalt Mat			
Goldenrod	Hawthorne	End	31	26	330	8,580	953.3333	\$0.00	\$42,900.00	Asphalt Mat			
St. Mary's	Bluestem	Candle Light	31	26	640	16,640	1848.889	\$0.00	\$83,200.00	Asphalt Mat	X		
St. Mary's	Candle Light	Caroline	31	26	515	13,390	1487.778	\$0.00	\$66,950.00	Asphalt Mat			
Caroline	St. Mary's	Pearl Court	41	36	320	11,520	1280	\$0.00	\$57,600.00	4" Asphalt - 6" Base			
Pearl Court	East	West	31	26	330	8,580	953.3333	\$0.00	\$42,900.00	4" Asphalt - 6" Base			
Pearl Drive	East	West	31	26	330	8,580	953.3333	\$0.00	\$42,900.00	4" Asphalt - 6" Base	X		
Cypress Str	Highland	Cypress Co	31	26	560	14,560	1617.778	\$0.00	\$72,800.00	Asphalt Mat			
Cypress Str	Cypress Co	Cresthill	31	26	310	8,060	895.5556	\$0.00	\$40,300.00	Asphalt Mat	X		
Cypress Str	Cresthill	Garfield	31	26	500	13,000	1444.444	\$0.00	\$65,000.00	Asphalt Mat			
Cresthill	Cypress Str	Hemlock	31	26	360	9,360	1040	\$0.00	\$46,800.00	Asphalt Mat			
Cresthill	Hemlock	Skyline	31	26	320	8,320	924.4444	\$0.00	\$41,600.00	Asphalt Mat			
Cresthill	Skyline	Redwood	31	26	330	8,580	953.3333	\$0.00	\$42,900.00	Asphalt Mat			
Cresthill	Redwood	Mulberry	31	26	330	8,580	953.3333	\$0.00	\$42,900.00	Asphalt Mat			
Mulberry	Cresthill	Garfield	31	26	820	21,320	2368.889	\$0.00	\$106,600.00	Asphalt Mat			
Garfield	Mulberry	Redwood	31	26	380	9,880	1097.778	\$0.00	\$49,400.00	Asphalt Mat			
								\$0.00	\$508,300.00	\$508,300.00			

Asphalt Mill & Overlay Cost Options

Street	Back	Forward	BOC-BOC	FOC-FOC	Length	Total Area		Cost		Surface Type	Total Cost		Overall
						FT2	SQ YD	Removal	Mill & Overlay		Removal	Mill & Overlay	
5th Street	Washington	Jefferson	41	36	550	19,800	2200	\$0.00	\$99,000.00	Asphalt Mat			
5th Street	Jefferson	Adams	41	36	550	19,800	2200	\$0.00	\$99,000.00	Asphalt Mat			
5th Street	Adams	Madison	41	36	550	19,800	2200	\$0.00	\$99,000.00	Asphalt Mat			
5th Street	Madison	Jackson	41	36	550	19,800	2200	\$0.00	\$99,000.00	Concrete W/2" Asphalt			
5th Street	Jackson	Webster	41	36	550	19,800	2200	\$0.00	\$99,000.00	Concrete W/2" Asphalt			
5th Street	Webster	Clay	41	36	550	19,800	2200	\$0.00	\$99,000.00	Concrete W/2" Asphalt			
5th Street	Clay	Calhoun	41	36	550	19,800	2200	\$0.00	\$99,000.00	Concrete W/2" Asphalt			
5th Street	Calhoun	Garfield	41	36	550	19,800	2200	\$0.00	\$99,000.00	Concrete W/2" Asphalt			
5th Street	Garfield	City Park	41	36	550	19,800	2200	\$0.00	\$99,000.00	Asphalt Mat			
5th Street	City Park	Eisenhower	31	26	700	18,200	2022,222	\$0.00	\$91,000.00	Asphalt Mat	\$0.00	\$982,000.00	\$982,000.00
Jackson	6th	5th	31	26	380	9,880	1097.778	\$21,955.56	\$49,400.00	Concrete 1/2" Asphalt overlay			
Jackson	5th	4th	31	26	380	9,880	1097.778	\$21,955.56	\$49,400.00	Concrete 1/2" Asphalt overlay			
Jackson	4th	3rd	31	26	380	9,880	1097.778	\$21,955.56	\$49,400.00	Concrete 1/2" Asphalt overlay			
Jackson	3rd	2nd	31	26	380	9,880	1097.778	\$21,955.56	\$49,400.00	Concrete 1/2" Asphalt overlay			
Jackson	2nd	1st	31	26	380	9,880	1097.778	\$21,955.56	\$49,400.00	Concrete 1/2" Asphalt overlay			
Jackson	1st	Chestnut	31	26	380	9,880	1097.778	\$21,955.56	\$49,400.00	Concrete 1/2" Asphalt overlay			
Jackson	Chestnut	Walnut	31	26	380	9,880	1097.778	\$21,955.56	\$49,400.00	Concrete 1/2" Asphalt overlay			
Jackson	Elm	Vine	31	26	380	9,880	1097.778	\$0.00	\$49,400.00	Asphalt Mat			
Jackson	Vine	Ash	31	26	380	9,880	1097.778	\$0.00	\$49,400.00	Asphalt Mat			
Jackson	Ash	Coronado	31	26	330	8,580	953.3333	\$0.00	\$42,900.00	Asphalt Mat	\$87,822.22	\$296,400.00	\$384,222.22
9th Street	Monroe	Franklin	41	36	550	19,800	2200	\$0.00	\$99,000.00	Brick 1/2" Asphalt			
9th Street	Franklin	Washington	41	36	550	19,800	2200	\$0.00	\$99,000.00	Asphalt Mat			
9th Street	Washington	Jefferson	41	36	550	19,800	2200	\$0.00	\$99,000.00	Asphalt Mat			
9th Street	Jefferson	Adams	41	36	550	19,800	2200	\$44,000.00	\$99,000.00	Concrete 1/2" Asphalt overlay			
9th Street	Adams	Madison	41	36	550	19,800	2200	\$44,000.00	\$99,000.00	Concrete 1/2" Asphalt overlay			
Madison	9th	8th	31	26	420	10,920	1213.333	\$0.00	\$54,600.00	Asphalt Mat	\$88,000.00	\$549,600.00	\$637,600.00
9th Street	Madison	Jackson	31	26	550	14,300	1588.889	\$31,777.78	\$71,500.00	Concrete 1/2" Asphalt overlay			
9th Street	Jackson	Webster	31	26	550	14,300	1588.889	\$31,777.78	\$71,500.00	Concrete 1/2" Asphalt overlay			
Eisenhower	Westwood	17th	31	26	300	7,800	866.6667	\$0.00	\$39,000.00	Asphalt Mat			
Eisenhower	Moss Cr.	14th	31	26	300	7,800	866.6667	\$0.00	\$39,000.00	Asphalt Mat			
Eisenhower	14th	12th	31	26	930	24,180	2686.667	\$0.00	\$120,900.00	Asphalt Mat			
Eisenhower	12th	11th	31	26	400	10,400	1155.556	\$0.00	\$52,000.00	Asphalt Mat			
11th	Eisenhower	James Smd	36	31	615	19,065	2118.333	\$0.00	\$95,325.00	Asphalt Mat			
12th	Eisenhower	Fair Street	31	26	360	9,360	1040	\$0.00	\$46,800.00	Asphalt Mat			
12th	Fair Street	Linda Drive	31	26	590	15,340	1704.444	\$0.00	\$76,700.00	Asphalt Mat			
Linda Drive	12th	Fair Street	31	26	700	18,200	2022.222	\$0.00	\$91,000.00	Asphalt Mat	\$0.00	\$346,225.00	\$346,225.00
Skyline	Madison	Jackson	31	26	600	15,600	1733.333	\$0.00	\$78,000.00	Asphalt Mat			
Skyline	Jackson	Webster	31	26	580	15,080	1675.556	\$0.00	\$75,400.00	Asphalt Mat			
Jackson	Skyline	Christina	36	31	200	6,200	688.8889	\$0.00	\$31,000.00	Asphalt Mat			
Jackson	Christina	Past Jacks	36	31	425	13,175	1463.889	\$0.00	\$65,875.00	Asphalt Mat	\$0.00	\$250,275.00	\$250,275.00
Webster	Skyline	Beck	31	26	1015	26,390	2932.222	\$0.00	\$131,950.00	Asphalt Mat			
Webster	Beck	Coronado	31	26	335	8,710	967.7778	\$0.00	\$43,550.00	Asphalt Mat			
Beck	Webster	Jackson	31	26	550	14,300	1588.889	\$0.00	\$71,500.00	Asphalt Mat	\$0.00	\$497,275.00	\$497,275.00
Miller	McFarland	McFarland	31	26	1800	46,800	5200	\$0.00	\$234,000.00	Asphalt Mat	\$0.00	\$234,000.00	\$234,000.00
8th	Whitney	Eisenhower	25	20	550	11,000	1222.222	\$24,444.44	\$55,000.00	Concrete 1/2" Asphalt overlay			
8th	Eisenhower	Garfield	41	36	1230	44,280	4920	\$0.00	\$221,400.00	Asphalt Mat			
8th	Garfield	Calhoun	31	26	600	15,600	1733.333	\$34,666.67	\$78,000.00	Concrete 1/2" Asphalt overlay			
8th	Calhoun	Clay	41	36	550	19,800	2200	\$44,000.00	\$99,000.00	Concrete 1/2" Asphalt overlay	\$103,111.11	\$453,400.00	\$556,511.11
Sunset Driv	4th	4th	26	21	1450	30,450	3383.333	\$67,666.67	\$152,250.00	Concrete-1 1/2" Asphalt overlay	\$67,666.67	\$152,250.00	\$219,916.67
Calhoun	13th	12th	31	26	380	9,880	1097.778	\$0.00	\$49,400.00	Asphalt Mat			
12th	Calhoun	Clay	31	26	550	14,300	1588.889	\$0.00	\$71,500.00	Asphalt Mat			
Clay	12th	11th	31	26	380	9,880	1097.778	\$0.00	\$49,400.00	Asphalt Mat			
Clay	11th	10th	31	26	380	9,880	1097.778	\$0.00	\$49,400.00	Asphalt Mat			
Clay	10th	9th	31	26	380	9,880	1097.778	\$0.00	\$49,400.00	Seal Coat 1/2" Asphalt overlay			
9th Street	Calhoun	Clay	31	26	550	14,300	1588.889	\$0.00	\$71,500.00	Seal Coat 1/2" Asphalt overlay			
9th Street	Clay	Webster	31	26	550	14,300	1588.889	\$31,777.78	\$71,500.00	Concrete 1/2" Asphalt overlay	\$31,777.78	\$412,100.00	\$443,877.78
9th Street	Garfield	Calhoun	31	26	650	16,900	1877.778	\$0.00	\$84,500.00	Asphalt Mat			
Garfield	9th	Garfield Cr	31	26	230	5,980	664.4444	\$0.00	\$29,900.00	Seal Coat 1/2" Asphalt overlay	\$0.00	\$114,400.00	\$114,400.00
Chadwick C	McFarland	End	31	26	830	21,580	2397.778	\$0.00	\$107,900.00	Asphalt Mat			
Woodland	Bitterswee	End	41	36	520	18,720	2080	\$0.00	\$93,600.00	Asphalt Mat			
Redbud Dr	Bitterswee	Hawthorne	31	26	320	8,320	924.4444	\$0.00	\$41,600.00	Asphalt Mat			
Redbud Dr	Hawthorne	Hawthorne	31	26	1040	27,040	3004.444	\$0.00	\$135,200.00	Asphalt Mat			
Redbud Dr	Hawthorne	Goldenrod	31	26	210	5,460	606.6667	\$0.00	\$27,300.00	Asphalt Mat			
Goldenrod	Hawthorne	End	31	26	330	8,580	953.3333	\$0.00	\$42,900.00	Asphalt Mat	\$0.00	\$448,500.00	\$448,500.00
St. Mary's	Bluestem	Candle Lig	31	26	640	16,640	1848.889	\$0.00	\$83,200.00	Asphalt Mat			
St. Mary's	Candle Lig	Caroline	31	26	515	13,390	1487.778	\$0.00	\$66,950.00	Asphalt Mat			
Caroline	St. Mary's	Pearl Cour	41	36	320	11,520	1280	\$0.00	\$57,600.00	4" Asphalt - 6" Base			
Pearl Court	East	West	31	26	330	8,580	953.3333	\$0.00	\$42,900.00	4" Asphalt - 6" Base			
Pearl Drive	East	West	31	26	330	8,580	953.3333	\$0.00	\$42,900.00	4" Asphalt - 6" Base	\$0.00	\$293,550.00	\$293,550.00
Cypress Str	Highland	Cypress Co	31	26	560	14,560	1617.778	\$0.00	\$72,800.00	Asphalt Mat			
Cypress Str	Cypress Co	Cresthill	31	26	310	8,060	895.5556	\$0.00	\$40,300.00	Asphalt Mat			
Cypress Str	Cresthill	Garfield	31	26	500	13,000	1444.444	\$0.00	\$65,000.00	Asphalt Mat			
Cresthill	Cypress Str	Hemlock	31	26	360	9,360	1040	\$0.00	\$46,800.00	Asphalt Mat			
Cresthill	Hemlock	Skyline	31	26	320	8,320	924.4444	\$0.00	\$41,600.00	Asphalt Mat			
Cresthill	Skyline	Redwood	31	26	330	8,580	953.3333	\$0.00	\$42,900.00	Asphalt Mat			
Cresthill	Redwood	Mulberry	31	26	330	8,580	953.3333	\$0.00	\$42,900.00	Asphalt Mat			
Mulberry	Cresthill	Garfield	31	26	820	21,320	2368.889	\$0.00	\$106,600.00	Asphalt Mat			
Garfield	Mulberry	Redwood	31	26	380	9,880	1097.778	\$0.00	\$49,400.00	Asphalt Mat	\$0.00	\$508,300.00	\$508,300.00

\$153,688.89 \$487,500.00 \$641,188.89

Option A - \$500K  
Option B - \$500K  
Option A - \$600K  
Option B - \$600K

\$250,900.00

Street	Back	Forward	BOC	FOC-FOC	Length	# Patches	Total Area		Cost		
							FT2	SQ YD	Removal	8" Plain	
Jackson	18th	Roosevelt	52	47	600	40	9600	1066.66667	\$21,333.33	\$48,000.00	\$69,333.33
	Roosevelt	16th	52	47	470	20	4800	533.333333	\$10,666.67	\$24,000.00	\$34,666.67
	16th	14th	52	47	740	50	12000	1333.33333	\$26,666.67	\$60,000.00	\$86,666.67
	14th	13th	52	47	380	20	4800	533.333333	\$10,666.67	\$24,000.00	\$34,666.67
	13th	12th	52	47	380	10	2400	266.666667	\$5,333.33	\$12,000.00	\$17,333.33
	12th	11th	52	47	380	5	1200	133.333333	\$2,666.67	\$6,000.00	\$8,666.67
	11th	10th	52	47	380	15	3600	400	\$8,000.00	\$18,000.00	\$26,000.00
	10th	9th	52	47	380	5	1200	133.333333	\$2,666.67	\$6,000.00	\$8,666.67
	9th	8th	52	47	380	5	1200	133.333333	\$2,666.67	\$6,000.00	\$8,666.67
	8th	7th	52	47	380	5	1200	133.333333	\$2,666.67	\$6,000.00	\$8,666.67
	7th	6th	52	47	380	5	1200	133.333333	\$2,666.67	\$6,000.00	\$8,666.67
										\$312,000.00	

Patches = 12' x 20'

\$104,000.00 \$190,666.67  
\$121,333.33

Street	Back	Forward	BOC-BOC	FOC-FOC	Length	FT2	SQ YD
Eisenhowe	Westwood	17th	31	26	300	7,800	866.6667
Eisenhowe	Moss Cr.	14th	31	26	300	7,800	866.6667
Eisenhowe	14th	12th	31	26	930	24,180	2686.667
Eisenhowe	12th	11th	31	26	400	10,400	1155.556
11th	Eisenhowe	James Smo	36	31	615	19,065	2118.333

**Total Area**

Street	Back	Forward	BOC	FOC-FOC	Length	# Patches	FT2	SQ YD
Jackson	18th	Roosevelt	52	47	600	40	9600	1066.667
	Roosevelt	16th	52	47	470	20	4800	533.3333
	16th	14th	52	47	740	50	12000	1333.333

2933.333

							Total Area	
Street	Back	Forward	BOC	FOC-FOC	Length	# Patches	FT2	SQ YD
Jackson	14th	13th	52	47	380	20	4800	533.3333
	13th	12th	52	47	380	10	2400	266.6667
	12th	11th	52	47	380	5	1200	133.3333
	11th	10th	52	47	380	15	3600	400
	10th	9th	52	47	380	5	1200	133.3333
	9th	8th	52	47	380	5	1200	133.3333
	8th	7th	52	47	380	5	1200	133.3333
	7th	6th	52	47	380	5	1200	133.3333

1866.667

							Total Area	
Street	Back	Forward	BOC-BOC	FOC-FOC	Length	FT2	SQ YD	
Jackson	2nd	1st	31	26	380	9,880	1097.778	
Jackson	1st	Chestnut	31	26	380	9,880	1097.778	
Jackson	Chestnut	Walnut	31	26	380	9,880	1097.778	
Jackson	Elm	Vine	31	26	380	9,880	1097.778	
Jackson	Vine	Ash	31	26	380	9,880	1097.778	

**City of Junction City  
Engineering Department  
2014 Street Maintenance Program**

**Recommended \$ 500,000 Program**

**Mill & Overlay - Engineer's Estimate**

Location	Description	Quantity	Unit	Mill & Overlay
Eisenhower	Moss Circle to 14th	870	SQ YD	\$39,150.00
Eisenhower	14th to 12th	2690	SQ YD	\$121,050.00
Eisenhower	12th to 11th	1160	SQ YD	\$52,200.00
<b>Total Construction</b>		<b>6840</b>		<b>\$212,400.00</b>

**Concrete Work - Engineer's Estimate**

Location	Description	Quantity	Unit	Removal	8" Plain	Total
Jackson	18th to 14th	2950	SQ YD	\$59,000.00	\$132,750.00	\$191,750.00
Highland Dr & Cypress St	Replace Valley Gutter	50	SQ YD	\$1,000.00	\$2,250.00	\$3,250.00
Wheatland Dr & Harvest St	New Valley Gutter	50	SQ YD	\$1,000.00	\$2,250.00	\$3,250.00
Kaw Dr & Kiowa St	Replace Valley Gutter	50	SQ YD	\$1,000.00	\$2,250.00	\$3,250.00
Eisenhower & Northwest	New Valley Gutter	50	SQ YD	\$1,000.00	\$2,250.00	\$3,250.00
Eisenhower & 9th St	New Valley Gutter	50	SQ YD	\$1,000.00	\$2,250.00	\$3,250.00
Rucker Road & Rucker Dr	New Valley Gutter	50	SQ YD	\$1,000.00	\$2,250.00	\$3,250.00
Westwood & Washburn Cr	Replace Valley Gutter	30	SQ YD	\$600.00	\$1,350.00	\$1,950.00
Elmdale & 21st St	Replace Valley Gutter	50	SQ YD	\$1,000.00	\$2,250.00	\$3,250.00
Franklin & 1st St	New Valley Gutter	100	SQ YD	\$2,000.00	\$4,500.00	\$6,500.00
Franklin & 2nd St	New Valley Gutter	110	SQ YD	\$2,200.00	\$4,950.00	\$7,150.00
Franklin & 3rd St	New Valley Gutter	120	SQ YD	\$2,400.00	\$5,400.00	\$7,800.00
Franklin & 4th St	New Valley Gutter	100	SQ YD	\$2,000.00	\$4,500.00	\$6,500.00
Bel Air & Fogarty	Replace Valley Gutter	40	SQ YD	\$800.00	\$1,800.00	\$2,600.00
<b>Total Construction</b>		<b>3800</b>			<b>Total</b>	<b>\$247,000.00</b>

	Mill & Overlay	Concrete	Total Construction	Engineering	Total Cost
<b>Costs</b>	<b>\$212,400.00</b>	<b>\$247,000.00</b>	<b>\$459,400.00</b>	<b>\$40,600.00</b>	<b>\$500,000.00</b>

**Recommended \$600,000 Additional Program**

**Mill & Overlay - Engineer's Estimate**

Location	Description	Quantity	Unit	Mill & Overlay
Jackson	3rd to 1st	1100	SQ YD	\$49,500.00
Jackson	2nd to 1st	1100	SQ YD	\$49,500.00
Jackson	1st to Chestnut	1100	SQ YD	\$49,500.00
Jackson	Chestnut to Walnut	1100	SQ YD	\$49,500.00
Jackson	Elm to Vine	1100	SQ YD	\$49,500.00
Jackson	Vine to Ash	1100	SQ YD	\$49,500.00
Eisenhower	Westwood to 17th	870	SQ YD	\$39,150.00
11th Street	Eisenhower to James Smothers	2120	SQ YD	\$95,400.00
<b>Total Construction</b>		<b>9590</b>		<b>\$431,550.00</b>

**Concrete Work - Engineer's Estimate**

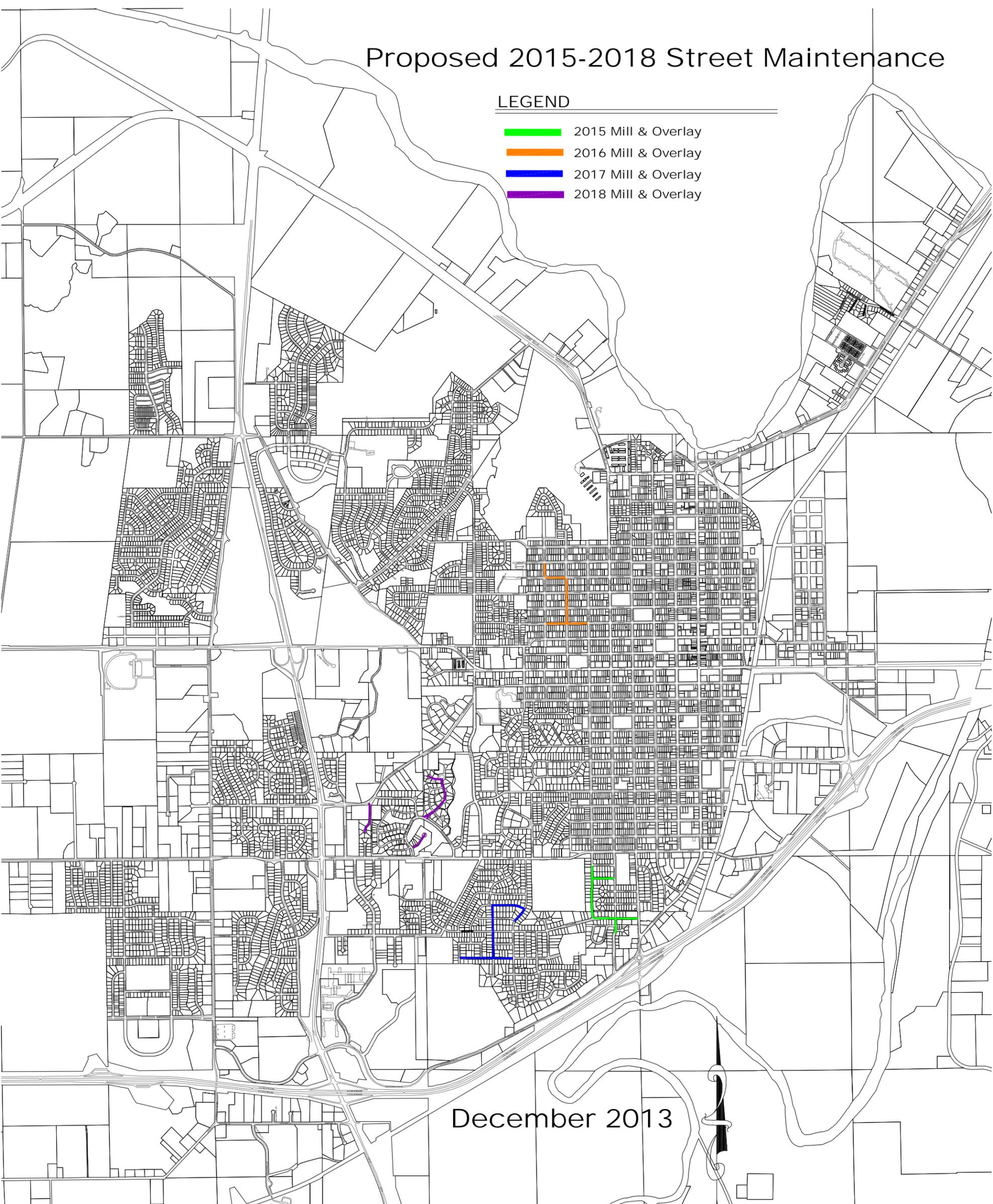
Location	Description	Quantity	Unit	Removal	8" Plain	Total
Jackson	14th to 6th	1870	SQ YD	\$37,400.00	\$84,150.00	\$121,550.00
<b>Total Construction</b>		<b>1870</b>			<b>Total</b>	<b>\$121,550.00</b>

	Mill & Overlay	Concrete	Total Construction	Engineering	Total Cost
<b>Costs</b>	<b>\$431,550.00</b>	<b>\$121,550.00</b>	<b>\$553,100.00</b>	<b>\$46,900.00</b>	<b>\$600,000.00</b>

# Proposed 2015-2018 Street Maintenance

## LEGEND

- 2015 Mill & Overlay
- 2016 Mill & Overlay
- 2017 Mill & Overlay
- 2018 Mill & Overlay



December 2013

Sands moved, seconded by Commissioner Ryan to approve the consent agenda. Ayes: Aska, Landes, McCallister, Ryan, Sands. Nays: none. Motion carried.

The consideration and approval of Resolution 2720, setting a public hearing date of July 2, 2013 to address condemnation of 223 W. 5<sup>th</sup> St. Commissioner Sands moved, seconded by Commissioner Ryan to approve the consent agenda. Ayes: Aska, Landes, McCallister, Ryan, Sands. Nays: none. Motion carried.

The consideration and approval of Resolution 2722, setting a public hearing date of July 2, 2013 to address condemnation of 416 W. 12<sup>th</sup> St. Commissioner Sands moved, seconded by Commissioner Ryan to approve the consent agenda. Ayes: Aska, Landes, McCallister, Ryan, Sands. Nays: none. Motion carried.

The consideration and approval of Resolution 2721, setting a public hearing date of July 2, 2013 to address condemnation of 440 W. 7<sup>th</sup> St. Commissioner Sands moved, seconded by Commissioner Ryan to approve the consent agenda. Ayes: Aska, Landes, McCallister, Ryan, Sands. Nays: none. Motion carried.

### **SPECIAL PRESENTATIONS**

Presentation of the 2013 Relay for Life Proclamation. Mayor Aska presented the proclamation.

### **NEW BUSINESS**

Consideration to refinance City debt Series 2013A. Finance Director Beatty stated that savings could be used for capital expenditures. Commissioner Landes asked if there would be additional opportunities for refinancing in the future. Columbia Capital representative Dennis Lloyd stated that there would not be a refinance opportunity since there are not additional callable bonds for some time. Mayor Aska asked if the funds could be saved. Finance Director Beatty stated that the funds could be saved, but capital investment would result in a good return. Finance Director Beatty stated that some of the refinanced bonds will be called in advance resulting in some additional interest charges. Commissioner Ryan asked if the other bonds would be replaced entirely with the Series 2013A refinance. Finance Director Beatty responded yes. Commissioner Ryan added that it will cost approximately \$125,000 for the process of the refinancing. Dennis Lloyd stated that ultimately, the market will determine the savings as a result of the refinance. Commissioner McCallister stated that this looks like an opportunity for some free money. Commissioner Landes asked if the refinancing would impact the City's credit rating. Dennis Lloyd stated that the positive steps that the City took following the fiscal crisis will have a positive impact, and this refinancing will have an insignificant impact on the City's rating. Commissioner Sands stated that it would be good to pay down the debt with the funds. Commissioner Landes stated that he believes the better impact would be to invest in the streets; if the amount were larger to make an impact on the debt it would be a good idea to pay

down the debt. Commissioner Landes added that the 2012 Community Survey pointed to streets as a place for improvement. Commissioner McCallister agreed that the streets need to be addressed. Commissioner Sands asked what the total savings from the refinance are estimated to be. Finance Director Beatty stated that an estimate is \$450,000 to \$500,000 in savings. Commissioner Landes moved, seconded by Commissioner Ryan to approve Resolution R-2724. Ayes: Aska, Landes, McCallister, Ryan, Sands. Nays: none. Motion carried.

Commissioner Landes moved, seconded by Commissioner McCallister to approve Resolution R-2725. Ayes: Aska, Landes, McCallister, Ryan. Nays: Sands. Motion carried.

Consideration and approval of a 2012 Federal Assistance to Firefighters Grant in the amount of \$760,000 to purchase a new aerial truck. Finance Director Beatty stated that the Fire Equipment Reserve fund can be used to meet the funding requirements of the grant. Commissioner Sands stated that he learned about the importance of standoff distance, and this truck will provide an improvement. Commissioner Aska inquired as to how much the City may receive for the current ladder truck. Interim Chief Rook stated that the truck is not code compliant, and was purchased for \$350,000 20 years ago. Commissioner McCallister requested that the Fire Department keep the Commission informed on the truck selection process. Commissioner Sands moved, seconded by Commissioner Ryan to approve the 2012 Federal Assistance to Firefighters Grant in the amount of \$760,000 to purchase a new aerial truck. Ayes: Aska, Landes, McCallister, Ryan, Sands. Nays: none. Motion carried.

Discussion about the City's future Microsoft software acquisition procedures and policies. Information Technology Director Germann stated that the Microsoft program would allow for the latest versions of Microsoft office to be provided at an additional cost of \$75,000 per year for 3 years, and then a lower cost moving forward. The program would provide software for 235 units. Commissioner Landes asked what the County is running. Information Technology Director Germann stated that they are probably running Office 2010. Mr. Germann stated that the package would also include an upgrade on SharePoint; a dated free version is currently being used. Commissioner Landes asked whether everyone really needs the professional version of the software, and asked if hardware upgrades would be required. Commissioner Sands stated that a similar upgrade in his office required the installation of more RAM on some PC units. Commissioner McCallister stated that he is not interested in learning as far forward on software acquisition as this Microsoft program would require. No action was taken.

The consideration and approval to solicit bids for the demolition of the property at 508 W. 10<sup>th</sup> St. being a condemned structure. Commissioner Landes asked if all legal notices were made. City Attorney Logan replied yes. City Manager Vernon asked if the owner was still residing at the property. Senior Inspector Karmann stated that he has gone to great lengths to make contact, and he does not

**Backup material for agenda item:**

- b. Consideration and approval of a Resolution for the Submittal a Transportation Alternatives Grant - K-18 Pedestrian pathway.

# City of Junction City City Commission Agenda Memo

December 17, 2013

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

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

**Explanation of Issue:** The City submitted a Transportation Enhancement Program (TEP) grant application in January 2013, through the Kansas Department of Transportation (KDOT), for the construction of a 10-foot wide concrete pathway along K-18 from Wildcat Lane (US-475 Middle School) to Rucker Road. It has been the intent of the City to pursue the construction of a non-motorized pathway across US-77 along the north side of K-18, as part of the overall KDOT US-77 improvement program, as two of the US-77 projects include K-18 segments of a new interchange/bridge at US-77 and intersection improvements at Spring Valley Rd.

The City was unsuccessful in the original TEP for 2012 and 2013 funding *Call for Projects*. After a KDOT staff de-briefing on the City application, further discussions with KDOT US-77 design staff/ consultants; City staff is again looking to re-submit under the 2013 and 2014 program *Call for Projects* for a multi-phased program under the KDOT Transportation Alternative Program (TAP) for this pathway.

Variations, within the TAP application, from the prior submittal include a multi-phased approach, construction sequencing with KDOT construction projects, and the development of community support initiatives. Phasing of the overall project with multi-year design/ construction flexibility, and more in-depth design will be included within the new TAP submittal. Also the City staff has attended one US-475 program (Holiday Market Program), in which to gain further community support for this project, with a signed petition of 115 City residences in support of the project to date, with two additional events planned. These variations were issues which limited the City's prior application not being funded, along with the program being very competitive statewide.

As the pathway is being recommended to be funded, designed and constructed in three phases, it will lend itself to a greater opportunity in which to receive TAP funding over the next 2-3 "Call for Projects" by KDOT. If approved, each phase would be coordinated with the US-77 improvement projects within the area. A summary of the overall project layout and Engineer's Cost Estimate are included as part of this report. The TAP requires a 20% match for construction and 100% design engineering costs, funded by the applicant's, be provided as part of each project. The application is being structured in which to allow either KDOT or the City to

design the pathway phases, thus a greater savings may be achieved, as the KDOT projects move forward. A recommended funding source for the City's local match would be through the City Special Highway Fund (SHF). As the City has outlined various programs/ projects during the last few years, in which this fund would be used, a summary of SHF has been provided, which outlines funded and planned programs/ projects, including the TAP pathway.

Major criteria aspects of the KDOT projects are the intent to provide the earthwork necessary for the pathway 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, which is Phase A of the City's project; KDOT has also agreed to widen the K-18 bridge to accommodate the pathway and finally provide much of the earthwork and embankment materials either side of the K-18 bridge over US-77, in which to accommodate the pathway, which is Phase C of the City's project.

Once completed, 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.

A Resolution of Support for the submittal of the TAP for a multi-phased project is provided. The grant submittal deadline is February 15, 2014. Should the grant be approved it is anticipated staff would be bring before the City Commission an inter-governmental agreement for each phase as the project proceeds for approval. Project awards are anticipated June/ July 2014.

**Budget Impact:** If the grant is approved for funding by KDOT, the City would fund approximately \$138,515 (the design Phases A & B) in 2014.

**Alternatives:** The City Commission may approve, modify, table or not approve the resolution of support.

**Recommendation:** City staff recommends the approval of the Resolution of Support, Resolution R-2744, as presented.

**Suggested Motion:** Commissioner \_\_\_\_\_ moves to approve adoption of the Resolution of Support for the submittal of a Kansas Department of Transportation, Transportation Alternative Program Grant for the K-18 Pathway, and Resolution R-2744, as presented.

Commissioner \_\_\_\_\_ seconded the motion.

**Enclosures** Kansas Department of Transportation, Transportation  
Alternative Program Grant K-18 Pedestrian and Bicycle  
Pathway, Phase A, B & C, Resolution of Support,  
Resolution R- 2744  
(Preliminary) Trail Ultimate Plan and Engineer's Costs  
Estimate  
Special Highway Fund Summary

**RESOLUTION NO. 2744**

**RESOLUTION OF SUPPORT  
FOR  
KANSAS DEPARTMENT OF TRANSPORTATION  
TRANSPORTATION ALTERNATIVE GRANT  
K-18 PEDESTRIAN AND BICYCLE PATHWAY  
PHASE A, B & C**

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 ALTERNATIVE FUNDS SET FORTH BY THE FEDERAL TRANSPORTATION EQUITY ACT FOR THE 21ST CENTURY FOR THE K-18 PEDESTRIAN AND BICYCLE FACILITY PHASE A, B, & C 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 alternatives 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 Alternatives Program set forth by the Federal Transportation Equity Act for the 21st Century; and

**WHEREAS**, Federal monies are available under a transportation alternatives 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 Pedestrian and Bicycle Facility, Phase A, B & C 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 alternatives 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 Pedestrian and Bicycle Facility Phase A, B & C 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 Pedestrian and Bicycle Facility Phase A, B & C 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 Pedestrian and Bicycle Facility Phase A, B & C 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 alternatives 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 Pedestrian and Bicycle Facility Phase A, B, C project is selected for funding, administer the designing, letting and construction of the K-18 Pedestrian and Bicycle Facility Phase A, B & C project.

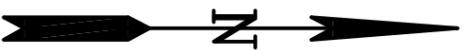
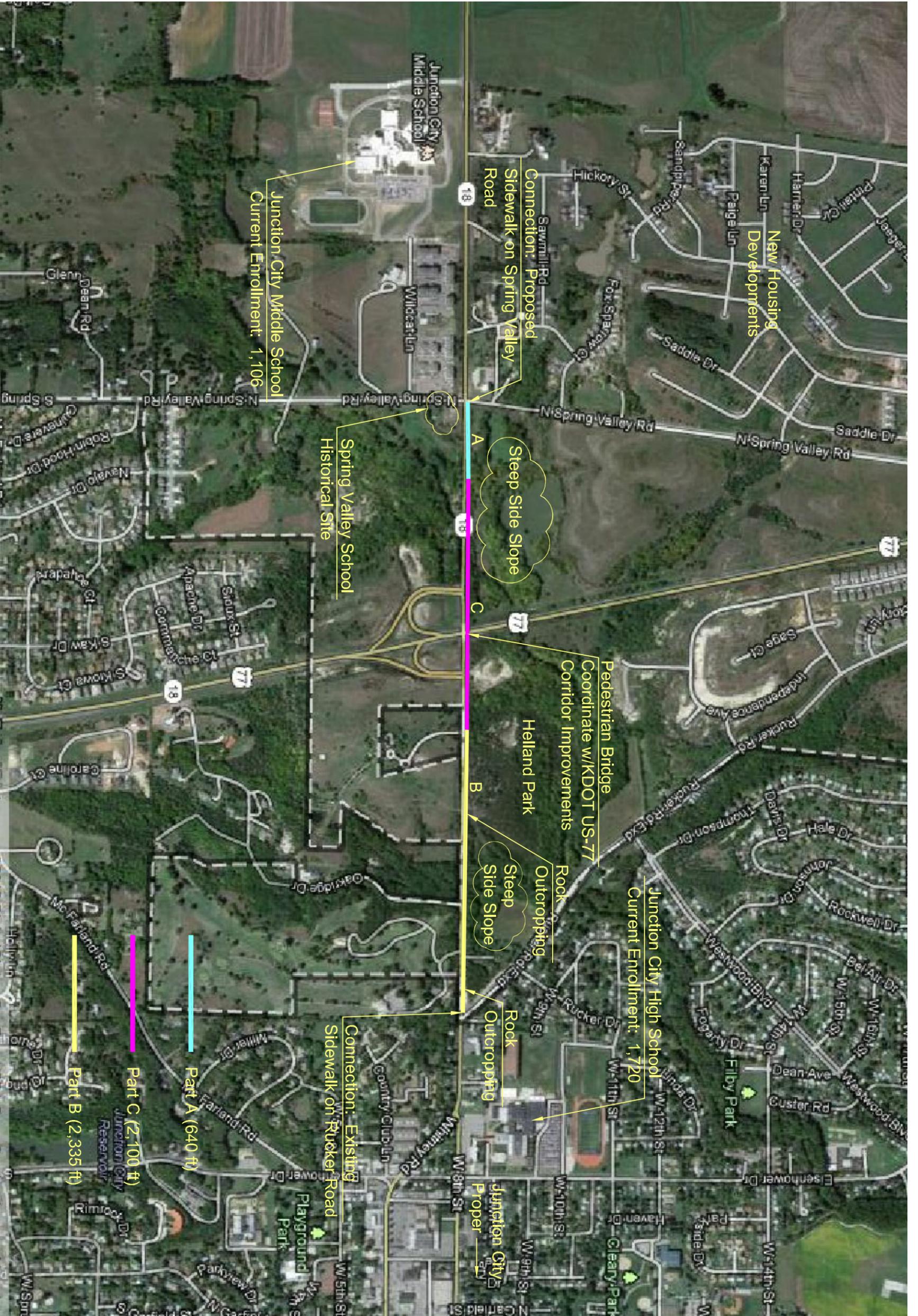
ADOPTED AND PASSED by the Governing Body of the City of Junction City, Kansas, this \_\_\_\_ day of \_\_\_\_\_, 2013.

CITY OF JUNCTION CITY

\_\_\_\_\_  
Cecil Aska  
Mayor, City of Junction City

ATTEST: (Seal)

\_\_\_\_\_  
Tyler Ficken, City Clerk



- Part A (640 ft)
- Part C (2,100 ft)
- Part B (2,335 ft)

JUNCTION CITY, KANSAS

TRAIL ULTIMATE PLAN

**City of Junction City, KS**  
**Junction City Trail**  
**TE Application**  
**BG Project No. 13-1236M**  
**Engineer's Estimate of Probable Construction Costs (10' Wide Trail)**

**Descriptions**

(In order of construction)

- Part A** Spring Valley Road Intersection portion on the west end (640')
- Part B** Helland Park and Rucker Road Intersection portion on the east end (2,335')
- Part C** US 77 Interchange portion in the middle (2,100')

**Construction Budget Totals**

(Includes Construction and Inspection Costs)

	Part A \$	77,201.25
	Part B \$	1,030,914.64
	Part C \$	915,793.61
		<b>\$ 2,023,909.50</b>
<b>KDOT Portion (80%)</b>	<b>\$</b>	<b>1,619,127.60</b>
<b>City Portion (20%)</b>	<b>\$</b>	<b>404,781.90</b>

**Design Budget Totals**

(Includes estimated 12.5% of construction budget fee)

	Part A \$	9,650.16
	Part B \$	128,864.33
	Part C \$	114,474.20
<b>City Portion (100%)</b>	<b>\$</b>	<b>252,988.69</b>

**Total City Budget \$ 657,770.59**

**Recommended 4 Year Annual Budget**

YEAR	BUDGET AMOUNT	DESCRIPTION	COORDINATING KDOT CONSTRUCTION
<b>2014</b>	<b>\$ 138,514.49</b>	Part A and B Design	NA
<b>2015</b>	<b>\$ 129,914.45</b>	Part A Construction and Part C Design	July 2015: Part A Spring Valley Rd. Intersection (77-31 KA-2367-03)
<b>2016</b>	<b>\$ 206,182.93</b>	Part B Construction	NA
<b>2017</b>	<b>\$ 183,158.72</b>	Part C Construction	July 2016: Part C US 77 and K-18 Interchange (77-31 KA-2367-04)

Special Highway Funds		2010	2011	2012	2013	2014	Adj/Capital	Total	Notes
Fund 22				Actual	Budgeted	Proposed	2014	2014	
<b>Asset:</b>									
1-00-00-0110	Pool Claim	\$ 251,357	\$ 409,925	\$ 486,654	\$ 629,340				
	<b>Total Asset</b>	<b>\$ 251,357</b>	<b>\$ 409,925</b>	<b>\$ 486,654</b>	<b>\$ 629,340</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	
<b>Liability:</b>									
2-00-00-0200	Accounts Payable Claim	\$ (22,495)	\$ -	\$ -	\$ -				
2-00-00-0263	American United Life Pay	\$ (15)	\$ (15)	\$ (15)	\$ (15)			\$ -	
2-43-00-0213	Interfund Payable	\$ 386,734	\$ 386,734	\$ 386,734	\$ 386,734				
2-99-00-0200	Accounts Payable Claim Audit	\$ (44,137)	\$ (1)	\$ (1)	\$ (1)				
	<b>Total Liability</b>	<b>\$ 320,086</b>	<b>\$ 386,718</b>	<b>\$ 386,718</b>	<b>\$ 386,718</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	
<b>Liability:</b>									
3-43-00-0210	Fund Balance - Unreserved	\$ 819,211	\$ (571,444)	\$ (796,642)	\$ (873,372)				
	<b>Total Liability</b>	<b>\$ 819,211</b>	<b>\$ (571,444)</b>	<b>\$ (796,642)</b>	<b>\$ (873,372)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	
<b>Revenue:</b>									
4-43-00-0401	Intergovernmental	\$ (558,729)	\$ (577,893)	\$ (613,680)	\$ (149,850)				
4-43-00-0407	Revolving Loan Proceeds	\$ (1,293,895)	\$ (50,443)	\$ -	\$ -				
	<b>Total Revenue</b>	<b>\$ (1,852,624)</b>	<b>\$ (628,337)</b>	<b>\$ (613,680)</b>	<b>\$ (149,850)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	
<b>Special Highway Expenses:</b>									
<b>Account No.</b>									
5-00-00-1103	Transfers Out	\$ -	\$ 350,000	\$ 400,000	\$ -		\$ -	\$ -	
5-16-00-0701	Contractors Agreement	\$ 98,873	\$ (22,325)	\$ -	\$ -				
5-43-00-0701	Contractors Agreement	\$ -	\$ 46,566	\$ 133,764	\$ 700,000		\$ -	\$ -	
5-43-00-0728	Engineering Services	\$ -	\$ 3,467	\$ 2,678	\$ -				
5-43-00-0735	Telephone	\$ 3,216	\$ 1,763	\$ 509	\$ 179		\$ -	\$ -	
5-43-00-0749	Other Services	\$ 5,301	\$ -	\$ -	\$ 6,985		\$ -	\$ -	
	<b>Subtotal</b>	<b>\$ 8,517</b>	<b>\$ 1,763</b>	<b>\$ 509</b>	<b>\$ 7,164</b>	<b>\$ -</b>		<b>\$ -</b>	
	<b>TOTAL EXPENSES</b>	<b>\$ 8,517</b>	<b>\$ 1,763</b>	<b>\$ 509</b>	<b>\$ 7,164</b>				

TOTAL \$ (453,453) \$ (401,375) \$ 72 36,441) \$ 0



Special Highway Fund	Project Costs	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	Total
Fund 22	Total	City Share of Each Project										
Available Funding/ Annual Funding		*\$1,100,000	\$350,000	\$350,000	\$350,000	\$350,000	\$350,000	\$350,000	\$350,000	\$350,000	\$350,000	
*As of Oct. 1, 2013												
<b>Expenses/ Projects</b>												
Metropolitan Planning Organization Participation Costs	\$133,823	\$6,998	\$52,000	\$52,000	\$10,689	\$7,747	\$10,000	\$10,300	\$10,609	\$10,927	\$11,255	\$182,525
Transportation Enhancement Grant 2014-17 (K-18)												
Phase A (Design)	\$9,650		\$9,650									\$9,650
Phase A (Construction)	\$77,201			\$15,440								\$15,440
Phase B (Design)	\$128,864		\$128,864									\$128,864
Phase B (Construction)	\$1,030,915				\$206,183							\$206,183
Phase C (Design)	\$114,474			\$114,474								\$114,474
Phase C (Construction)	\$915,794					\$183,158						\$183,158
Geom Imp Project (Franklin & 6th St - Signalization) (Design/ Const) FUNDED	\$297,685				\$29,768							\$29,768
Geom Imp Project (Washington & Ash St Signalization) 2016 (Design/ Const)	\$475,198						\$50,000					\$50,000
KLINK (Washington St Resurfacing) 2015 (Design/ Construction) FUNDED	\$326,590			\$163,295								\$163,295
KLNIK (Washington St. Resurfacing) 2016/2017 (Design/ Const.) (FUTURE)	\$400,000						\$250,000					\$250,000
KLNIK (18th Street Resurfacing) 2019 (Design/ Construction) (FUTURE)	\$300,000							\$180,000				
Rucker Road (Conc. Seg.) 100% City(Constr.) Rucker Rd/ US-77	\$282,000			\$282,000								\$282,000
Safe Routes To School (SRTS) 2014 (Design)/ Phase I Application			\$7,000		\$46,000		\$10,000		\$40,000			\$103,000
SRTS2014 (Construction)	\$782,000				\$191,000				\$200,000			\$391,000
2014 Street Maintenance Program	\$600,000		\$600,000									\$600,000
<b>Total Expenses</b>		\$6,998	\$797,514	\$627,209	\$483,640	\$190,905	\$320,000	\$190,300	\$250,609	\$10,927	\$11,255	\$2,709,357
<b>Total Project Costs</b>	\$5,874,194											
Balance (Remaining) (Fiscal Year)		\$1,093,002	\$645,488	\$368,279	\$224,639	\$393,734	\$423,734	\$583,434	\$682,825	\$1,021,898	\$1,360,643	
<b>Fund Balance Total</b>		\$1,093,002	\$645,488	\$368,279	\$224,639	\$393,734	\$423,734	\$583,434	\$682,825	\$1,021,898	\$1,360,643	

**Backup material for agenda item:**

- c. Consideration of Municipal Court building improvement project.

## City of Junction City City Commission - Agenda Memo

Meeting Date: December 17, 2013

From: Cheryl S. Beatty, Assistant Manager/Finance Director

To: City Commissioners and Gerald Smith, City Manager

Subject: Municipal Court Construction Project

**Objective:** Provide direction to city staff on renovation and 225 West 7<sup>th</sup> Street or 701 North Jefferson Street for Municipal Court.

**Explanation of Issue:** Early this year we hired Bruce McMillian, Architect, to provide estimated cost and preliminary design for converting 701 North Jefferson to a municipal court facility (copy of report provided in June). The analysis was presented to the City Commission during a 2014 budget meeting. At that time a request was made to evaluate the existing 225 West 7<sup>th</sup> Street regarding expansion and renovation. In August 2010 a heavy rain flooded all but one room of 225 West 7<sup>th</sup> Street building, which then forced municipal court to move to 701 North Jefferson Street until such time a decision is made by the City Commission. Municipal Court is operating in a very tight, unsecure space at this time.

Bruce McMillian presented his feasibility study of the two buildings at our December 3<sup>rd</sup> work session. Mr. McMillian provided a preliminary design of 225 West 7<sup>th</sup> Street and 701 North Jefferson Street that adds onto the buildings to provide needed space, addresses security, addresses environmental issues, and repairs the walls, roof and basement (where applicable). The following chart outlines a comparison of each structure.

<u>Item:</u>	<u>225 W. 7<sup>th</sup> St.</u>	<u>701 N. Jefferson St.</u>
Cost Estimate of Addition and Renovation	\$1,308,440.00	\$1,056,903.00
Total Square Feet of Buildings	6,120 sq ft Main Floor 480 sq ft in basement	6,154 sq ft
Courtroom	1,600 sq ft	1,960 sq ft
Courtroom occupant load by building code	107	131
Lobby	912 sq ft	726 sq ft
Lobby occupant load by building code	61	49
Number of Holding Cells/Holding restroom	Three/Yes	Three/Yes
Adequate Storage on main level	No	Yes
Public and Staff Restrooms	Yes	Yes
Sally Port	Yes	Yes
Number of Floors	Two	One
Age of Building	1930's	1970's

The cost of a lead and asbestos inspection is estimated at \$550.00.

**Budget Impact:** \$1,100,000 was identified in the 2014 budget in the Capital Improvement budget for this project. If the City Commission chooses to finance some or all of this project, the finance decision may be postponed. However, any financing option would reflect as an increase in the city debt limit.

**Recommendation:** City staff recommends that 701 North Jefferson Street be selected as the site for the municipal court facility.

**Action:** Provide direction to city staff to move forward with renovation and expansion of 225 West 7<sup>th</sup> Street or 701 North Jefferson Street as a Municipal Court Facility.

I, \_\_\_\_\_, move to select \_\_\_\_\_ as the project site for the new municipal court facility as presented in preliminary design by the project architect.

**Attachments:** None

**Backup material for agenda item:**

- d. Consideration of Salary Resolution R-2742.

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

December 17, 2013 Meeting

From: Cheryl S. Beatty, Assistant Manager/Finance Director  
To: City Commissioners and Gerald Smith, City Manager  
Subject: **Employee Salary Resolution No. 2742**

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**Objective:** Approval of Resolution No. 2742 which establishes the minimum and maximum salary per job position for the City of Junction City.

**Explanation of Issue:** As per best practices for budgeting and audit standards, we are to establish a salary document that posts the salary of each employee. Best practice recommends that a salary resolution establish a wage range per job position, which is then approved by the City Commission. This provides direction to staff and provides information to the public regarding employee salaries. Attached is the salary resolution based on the recent salary survey. All employee salaries fall within each posted category. This resolution will be reviewed and updated annually should any employee's salary not fall within a minimum/maximum level due to cost of living or merit increases.

**Budget Impact:** This resolution will have no impact on the 2014 budget. The City salary resolution is created to meet regulatory requirements.

**Alternatives:** It appears that the City Commission may approve, modify or deny Resolution No. 2742

**Attachment:** Resolution No. 2742.

**Suggested Motion:** I, \_\_\_\_\_, move to approve Resolution No. 2742 as presented. Seconded by \_\_\_\_\_.

## RESOLUTION NO. 2742

**A RESOLUTION ESTABLISHING THE MINIMUM AND MAXIMUM SALARY RANGES FOR EACH FULL-TIME AND PART-TIME JOB POSTION FOR THE CITY OF JUNCTION CITY, KANSAS**

**WHEREAS**, the City has a multitude of job positions within its organization,

**WHEREAS**, each position is authorized by the City Commission through each departments' annual budget,

**WHEREAS**, government accounting budgeting and auditing standards best practices recommend that each position salary be set within a salary range as set by the City Governing Body, and

**NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF JUNCTION CITY, KANSAS**, sets the following minimum and maximum salary range per job position;

Job Position	Minimum	Maximum
Accounting Clerk I	\$ 13.00	\$ 19.00
Accounting Clerk II	\$ 15.00	\$ 22.00
Administrative Secretary I	\$ 12.00	\$ 18.00
Administrative Secretary II	\$ 15.00	\$ 23.00
Administrative Secretary PT	\$ 9.00	\$ 16.00
Bldg & Codes Inspector I	\$ 15.00	\$ 24.00
Bldg & Codes Inspector II	\$ 20.00	\$ 30.00
Bldg Maintenance I	\$ 12.00	\$ 18.00
Bldg Maintenance II	\$ 13.00	\$ 20.00
City Assistant Manager/CFO	\$ 40.00	\$ 52.00
City Clerk	\$ 22.00	\$ 35.00
City Manager	\$ 50.00	\$ 62.00
City Treasurer	\$ 22.00	\$ 35.00
Codes Inspector I	\$ 15.00	\$ 20.00
Commissioner	\$200/month	\$200/month
Court Attorney, Prosecutor	\$ 30.00	\$ 40.00
Court Clerk I	\$ 12.00	\$ 18.00
Court Clerk II	\$ 15.00	\$ 23.00
Court Judge	\$ 26.00	\$ 30.00
Custodian	\$ 11.00	\$ 16.00
Customer Service Clerk	\$ 12.00	\$ 17.00
Engineer Aide	\$ 14.50	\$ 21.00
Engineer, Assistant (Non-certified)	\$ 20.00	\$ 25.00
Fire Batallion Chief	\$ 24.50	\$ 30.00

<b>Fire Captain AEMT</b>	<b>\$ 17.50</b>	<b>\$ 25.00</b>
<b>Fire Captain EMT</b>	<b>\$ 17.00</b>	<b>\$ 24.00</b>
<b>Fire Captain Paramedic</b>	<b>\$ 19.00</b>	<b>\$ 26.00</b>
<b>Fire Chief</b>	<b>\$ 40.00</b>	<b>\$ 52.00</b>
<b>Fire Lietenant AEMT</b>	<b>\$ 15.50</b>	<b>\$ 22.00</b>
<b>Fire Lietenant EMT</b>	<b>\$ 15.00</b>	<b>\$ 21.00</b>
<b>Fire Lietenant Paramedic</b>	<b>\$ 17.50</b>	<b>\$ 23.00</b>
<b>Firefigheteer Paramedic</b>	<b>\$ 15.00</b>	<b>\$ 20.00</b>
<b>Firefighter AEMT</b>	<b>\$ 13.75</b>	<b>\$ 19.00</b>
<b>Firefighter EMT</b>	<b>\$ 12.55</b>	<b>\$ 18.00</b>
<b>Golf Cart Attendant PT</b>	<b>\$ 7.25</b>	<b>\$ 10.00</b>
<b>Golf Groundskeeper</b>	<b>\$ 8.50</b>	<b>\$ 14.50</b>
<b>Golf Groundskeeper - Seasonal</b>	<b>\$ 7.25</b>	<b>\$ 12.00</b>
<b>Golf Mechanic PT</b>	<b>\$ 11.00</b>	<b>\$ 16.00</b>
<b>Golf Pro Shop Clerk PT</b>	<b>\$ 7.25</b>	<b>\$ 10.00</b>
<b>Golf Pro Shop Manager PT</b>	<b>\$ 9.00</b>	<b>\$ 15.00</b>
<b>Golf Professional Manager</b>	<b>\$ 25.00</b>	<b>\$ 30.00</b>
<b>Golf Superintendent</b>	<b>\$ 20.00</b>	<b>\$ 30.00</b>
<b>Human Resources Director</b>	<b>\$ 28.00</b>	<b>\$ 44.00</b>
<b>IT Support Specialist</b>	<b>\$ 15.00</b>	<b>\$ 25.00</b>
<b>ITDirector</b>	<b>\$ 27.00</b>	<b>\$ 44.00</b>
<b>Legal Secretary</b>	<b>\$ 13.00</b>	<b>\$ 20.00</b>
<b>Mayor</b>	<b>\$300/month</b>	<b>\$300/month</b>
<b>Meter Reader</b>	<b>\$ 14.00</b>	<b>\$ 19.00</b>
<b>MunicipalServices Director</b>	<b>\$ 36.00</b>	<b>\$ 48.00</b>
<b>Opera House Director</b>	<b>\$ 28.00</b>	<b>\$ 38.00</b>
<b>Opera House Marketing PT</b>	<b>\$ 15.00</b>	<b>\$ 20.00</b>
<b>Opera House Program Manager PT</b>	<b>\$ 18.00</b>	<b>\$ 27.00</b>
<b>Park Laborer</b>	<b>\$ 10.00</b>	<b>\$ 16.00</b>
<b>Park Maintenance - Seasonal</b>	<b>\$ 7.25</b>	<b>\$ 10.00</b>
<b>Park Maintenance I</b>	<b>\$ 12.00</b>	<b>\$ 18.00</b>
<b>Parks &amp; Recreation Director</b>	<b>\$ 28.00</b>	<b>\$ 38.00</b>
<b>Payroll Specialist - PT</b>	<b>\$ 10.00</b>	<b>\$ 15.00</b>
<b>Police Animal Control Officer</b>	<b>\$ 12.00</b>	<b>\$ 18.00</b>
<b>Police Captain</b>	<b>\$ 31.00</b>	<b>\$ 47.00</b>
<b>Police Chief</b>	<b>\$ 40.00</b>	<b>\$ 52.00</b>
<b>Police Communications Director</b>	<b>\$ 20.00</b>	<b>\$ 28.00</b>
<b>Police CSI Lab Technician</b>	<b>\$ 15.00</b>	<b>\$ 20.00</b>
<b>Police Detective</b>	<b>\$ 21.00</b>	<b>\$ 29.00</b>
<b>Police Dispatch Trainee</b>	<b>\$ 13.00</b>	<b>\$ 13.00</b>
<b>Police Dispatcher I</b>	<b>\$ 14.00</b>	<b>\$ 20.00</b>
<b>Police Dispather II</b>	<b>\$ 14.50</b>	<b>\$ 21.00</b>

<b>Police Fleet Maint I</b>	<b>\$ 12.00</b>	<b>\$ 18.00</b>
<b>Police Lietenant</b>	<b>\$ 28.00</b>	<b>\$ 38.00</b>
<b>Police Officer</b>	<b>\$ 18.00</b>	<b>\$ 30.00</b>
<b>Police Officer Trainee</b>	<b>\$ 17.00</b>	<b>\$ 17.00</b>
<b>Police Records Clerk I</b>	<b>\$ 12.00</b>	<b>\$ 18.00</b>
<b>Police Records Clerk II</b>	<b>\$ 12.50</b>	<b>\$ 20.00</b>
<b>Police Seargent</b>	<b>\$ 23.00</b>	<b>\$ 32.50</b>
<b>Public Works Director Public Works</b>	<b>\$ 28.00</b>	<b>\$ 45.00</b>
<b>Public Works Equipment Operator</b>	<b>\$ 13.00</b>	<b>\$ 20.00</b>
<b>Public Works Maintenance I - Seasonal</b>	<b>\$ 7.25</b>	<b>\$ 10.00</b>
<b>Public Works Mechanic I</b>	<b>\$ 13.00</b>	<b>\$ 19.00</b>
<b>Public Works Mechanic II</b>	<b>\$ 16.00</b>	<b>\$ 21.00</b>
<b>Public Works Solid Waste Driver</b>	<b>\$ 14.00</b>	<b>\$ 20.00</b>
<b>Public Works Solid Waste Maintenance I</b>	<b>\$ 12.00</b>	<b>\$ 18.00</b>
<b>Public Works Solid Waste Superrvisor</b>	<b>\$ 19.00</b>	<b>\$ 24.00</b>
<b>Public Works Street Maint I</b>	<b>\$ 12.00</b>	<b>\$ 18.00</b>
<b>Public Works Street Maint II</b>	<b>\$ 13.00</b>	<b>\$ 20.00</b>
<b>Public Works Street Supervisor</b>	<b>\$ 19.00</b>	<b>\$ 24.00</b>
<b>Public Works Traffic Tech</b>	<b>\$ 13.00</b>	<b>\$ 20.00</b>
<b>Public Works Utility Maintenance I</b>	<b>\$ 12.00</b>	<b>\$ 18.00</b>
<b>Public Works Utility Maintenance II</b>	<b>\$ 13.00</b>	<b>\$ 20.00</b>
<b>Public Works Utility Maintenance Supervisor</b>	<b>\$ 19.00</b>	<b>\$ 24.00</b>
<b>Recreation Facility Manager</b>	<b>\$ 16.00</b>	<b>\$ 26.00</b>
<b>Recreation Assistant Manager - Spin City PT</b>	<b>\$ 10.00</b>	<b>\$ 14.00</b>
<b>Recreation Clerk - Spin City PT</b>	<b>\$ 7.25</b>	<b>\$ 11.00</b>
<b>Recreation Gym Supervisor PT</b>	<b>\$ 9.00</b>	<b>\$ 14.00</b>
<b>Recreation Referee PT</b>	<b>\$15/game</b>	
<b>Swimming Pool Assistant Manager Seasonal</b>	<b>\$ 10.00</b>	<b>\$ 16.00</b>
<b>Swimming Pool Clerk - Seasonal</b>	<b>\$ 7.25</b>	<b>\$ 9.00</b>
<b>Swimming Pool Lifeguard - Seasonal</b>	<b>\$ 8.25</b>	<b>\$ 11.00</b>
<b>Swimming Pool Manager - Seasonal</b>	<b>\$ 12.00</b>	<b>\$ 17.00</b>

**APPROVED AND SIGNED** by the Mayor of the CITY OF JUNCTION CITY, Kansas, this 17th day of December 2013.

\_\_\_\_\_  
Cecil Aska, Mayor

**ATTEST:**

\_\_\_\_\_  
Tyler Ficken, City Clerk

(CITY SEAL)

**Backup material for agenda item:**

- e. Consideration of Purchase of Unitrends Recovery-833 Backup Appliance and 3 year service agreement at a cost of \$59,416.80.

# City of Junction City

## City Commission

### Agenda Memo

17 December 2013

**From:** Jim Germann, Information Technology Director  
**To:** Gerald Smith, City Manager  
**Subject:** Purchase of an Unitrends 833 Backup Appliance

**Objective:** To request permission to acquire a Unitrends Recovery-833 Backup Appliance with a 3 year support agreement.

**Explanation of Issue:** The City's current backup system is woefully outdated and inadequate for the amount of data that we currently maintain. We currently use an operating system provided backup solution that is slow, and unreliable. Due to the amount of data that we have, the system currently takes approximately 20 hours to complete a backup of the city's data. This continuous backing up of the data decreases server performance, and increases the possibility of unreliable backup data. The city currently maintains about 9 TB (Terabytes) of data on our 18 servers. This data includes all of the City's financial, email, departmental files, public safety, recreation, document imaging, and user files. The IT Department has researched the various backup options that are available on the market, and requested proposals for backup solutions from three vendors.

**Mozy** – This backup solution allows for the off-site storage of our data. It does not offer the ability to take snap shots of the operating systems on the servers, only the data that is stored on them. This option will safely store our data, but does nothing to address productivity loss due to server down time.

Year 1 - \$24,152.31  
Year 2 - \$21,916.69  
Year 3 - \$21,916.69

3 year total cost - \$67,895.69

**Veeam** - This backup solution only offers backup protection for our virtual servers. By using this option, we would have 7 servers that would still have to utilize the unreliable backup solution, or purchase an additional backup solution to protect the non-virtualized servers.

Year 1 - \$4,715.88  
Year 2 - \$4,715.88  
Year 3 - \$4,715.88

3 year total cost - \$14,147.64

**Unitrends** - This backup solution allows for real time backups of all servers and user data. The device allows for the offsite relocation of mission critical data as part of the disaster recovery plan and the device was designed for future expansion. In the event of a server failure, this device will also allow for the running a copy of the server while the main server is being repaired. This option will increase the city's ability to provide support to our citizens, and will decrease employee nonproductive time due to software non availability.

Year 1 - \$59,416.80

Year 2 - \$0

Year 3 - \$0

3 year total cost - \$59,416.80

**Cost Breakdown**

Hardware	- \$42,995.00
3yr Support	- \$27,410.00
Disk Archiving	- \$ 2,571.00
Installation Services	- \$ 1,295.00
Discount	-( \$14854.20)

The Information Technology Department is requesting permission to proceed with the purchase of the Unitrends Recovery-833 Backup Appliance and 3 year service agreement at a cost of \$ 59,416.80.

**Budget Impact:** This projected hardware purchase was included as part of in the 2013 Information Technology Department Budget and was previously approved by the City Commission during the budgeting process.

**Alternatives:**

1. [Approve, Disapprove, Modify, Table](#)

**Recommendation:** Staff recommends a motion to approve this purchase as presented.

**Enclosures:** Unitrends Backup Agreement; Mozy Backup agreement; Veeam Backup Agreement



# Mozy Proposal

Prepared For: Junction City

Submitted By: Matt Cross  
 Inside Solution Architect  
 Phone: 866-639-2815  
 E-Mail: mattcro@cdw.com  
 Quote #: 1005809494

Date: 12/04/2013

Qty.	Description	Unit Sell	Extended Sell
2	MOZYPRO 4TB BUNDLE - 1 YEAR	\$9,664.04	\$19,328.08
1	MOZYPRO 1TB BUNDLE - 1 YEAR	\$2,588.61	\$2,588.61
1	MOZY DATA SHUTTLE	\$294.17	\$294.17
3	MOZY BASIC SETUP AND TEST	\$647.15	\$1,941.45
		<b>Total:</b>	<b>\$24,152.31</b>
		<b>Total:</b>	<b>\$0.00</b>
			Extended Sell
<b>Solution Total:</b>			<b>\$24,152.31</b>

Prepared By: Matt Cross (Inside Solution Architect)  
 Prices are for informational purposes only and are subject to change without notice.  
 Prices as quoted are valid for Ten Days after proposal date.  
 Prices are contingent on final pricing approval from Manufacturer  
 Quote provided based on specification provided by customer. No workload validation has been done.  
 The terms and conditions provided on this link apply: <http://www.cdw.com/content/terms-conditions/default.aspx>  
 Applicable Taxes and Shipping not shown.

**Prepared For:**

City of Junction City  
Jim Germann  
210 E 9th St  
Junction City, KS 66441  
(785) 238-3103  
jim.germann@jcks.com

**Send To:**

City of Junction City  
Jim Germann  
210 E 9th St  
Junction City, KS 66441  
(785) 238-3103  
jim.germann@jcks.com

**Account Manager**

Robert Singleton  
781-418-0420  
rsingleton@unitrends.com



This quote is designed to meet your protection requirements of 10 TB of data with 14 days retention.

Rack Mount Backup Appliance(s)		Qty	Price	Extended
RC833	Recovery-833 Backup Appliance (RC833): This is a 3U form factor appliance with fourteen disk drives (two 1TB internal plus twelve 3TB externally accessible) in a staged RAID-1/RAID-6 configuration that supports on-premise, off-premise, or cross-replication data protection. It may be used with another of our appliances for single-tenant private cloud implementation or with our Unitrends Cloud multi-tenant public cloud implementation. For technical specifications, please see the data sheet.	1	\$42,995.00	\$42,995.00
<b>Rack Mount Backup Appliance(s) Subtotal</b>				<b>\$42,995.00</b>

3 Year Product Support (Multi-Year Discount Applied)		Qty	Price	Extended
PS-RC833-3	3 Year Support (Platinum) - Annual support service for hardware and software sold by Unitrends. For Recovery-series physical appliances, covers hardware, parts-level maintenance, firmware upgrades, 3-5 day parts shipping for warranty repair. Includes software maintenance and upgrades. or Recovery-series physical appliances and Unitrends Enterprise Backup™ includes software maintenance and upgrades, access to self-help materials. Web and telephone based support available from 8AM to 5PM (local time.) See support data sheet for more information, access to self-help materials. LAN, customer environment, WAN assistance (for replication or cross-replication.) Support for dissimilar bare metal driver discovery from third-party sources. Web/telephone based support available 7x24x365. See support data sheet for more information.	1	\$27,410.00	\$27,410.00
GS-RC833-3	3 Year Support (Gold) - Annual support service for hardware and software sold by Unitrends. For Recovery-series physical appliances, covers hardware, parts-level maintenance, firmware upgrades and 3-5 day parts shipping for warranty repair. For Recovery-series physical appliances and Unitrends Enterprise Backup™ includes software maintenance and upgrades, access to self-help materials. Web and telephone based support available from 8AM to 5PM (local time.) See support data sheet for more information.	1	\$21,927.00	\$21,927.00 (Optional)
<b>3 Year Product Support (Multi-Year Discount Applied) Subtotal</b>				<b>\$27,410.00</b>

Disk Archiving		Qty	Price	Extended
RXDA	Empty 1U form factor 4-bay rotational archiving device for rack-mounted units.	1	\$575.00	\$575.00
RD4000	4TB 7200 RPM disk drive with necessary carrier.	4	\$499.00	\$1,996.00
<b>Disk Archiving Subtotal</b>				<b>\$2,571.00</b>

Installation Services		Qty	Price	Extended
SURECARE	Per-premise SureCare mid-level installation service; up to 10 clients supported.	1	\$1,295.00	\$1,295.00
<b>Installation Services Subtotal</b>				<b>\$1,295.00</b>

Quote Summary		Extended Price
	<b>Rack Mount Backup Appliance(s)</b>	<b>\$42,995.00</b>
	<b>3 Year Product Support (Multi-Year Discount Applied)</b>	<b>\$27,410.00</b>
	<b>Disk Archiving</b>	<b>\$2,571.00</b>
	<b>Installation Services</b>	<b>\$1,295.00</b>
	<b>20% Discount Expires 11-29-13</b>	<b>(\$14,854.20)</b>
	<b>Subtotal</b>	<b>\$59,416.80</b>
	<b>Total</b>	<b>\$59,416.80</b>

You should be aware this this quote has been prepared based upon information that you provided to Unitrends. Performance of the System may vary greatly due to the amount of data to be processed, retention period for such data, and the hardware and software configuration of your data center. If any information which you provided to Unitrends changes materially, please notify Unitrends immediately to receive a revised quote.

Quoted prices do not include taxes & shipping that may apply. Any such taxes and shipping charges are the responsibility of the Customer and will be added to the final invoice. THIS IS NOT AN INVOICE. If taxes and shipping fees are quoted they are just estimates and actual taxes and shipping fees may vary significantly and are the responsibility of the Customer. Unitrends reserves the right to alter product offerings and specifications at any time, without notice. Prices are subject to change at any time prior to Unitrends' acceptance of a purchase order or receiving a signed quote from Customer. Unitrends reserves the right to cancel orders arising from pricing or other errors. All offers are subject to availability. Payment terms are net 30 with approved credit. Payment can also be made at the time of quote acceptance via wire or credit card (credit card payments are not accepted for orders over \$20,000). Wires can be sent to ABA Routing No: 053112615 (Square 1 Bank) Account No: 2127792 SWIFT code = SQARUS33.

The individual signing this quote represents that he or she is authorized to sign on behalf of the Customer and agrees to the above terms.

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



**The Right Technology.  
Right Away.™**

www.CDWG.com  
800-808-4239

# SALES QUOTATION

QUOTE NO.	ACCOUNT NO.	DATE
DWTZ071	6768530	12/09/2013

**B** JIM GERMANN  
**I** 700 N JEFFERSON ST  
**L** CITY OF JUNCTION CITY  
**T** JUNCTION CITY, KS 66441-3598  
**O**

**S** CITY OF JUNCTION CITY  
**H** 700 N JEFFERSON ST  
**I**  
**P** JIM GERMANN  
**T** JUNCTION CITY, KS 66441-3598  
**O** Contact: JIM GERMANN 785-201-2950

Customer Phone # 7852102950

Customer P.O. # VEEAM QUOTE

QUOTE

ACCOUNT MANAGER	SHIPPING METHOD	TERMS	EXEMPTION CERTIFICATE
ANNA SCHAFFNER 866-339-7083	ELECTRONIC DISTRIB	MasterCard/Visa Go	GOVT-EXEMPT

QTY	ITEM NUMBER	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
4	3074087	VEEAM BU+REP F/VMW Mfg#: VEM-V-VBRENT-VS-P0000- Electronic distribution - NO MEDIA	1178.98	4715.88
		SUBTOTAL		4715.88
		FREIGHT		.00
		SALES TAX		.00

Terms and Conditions:  
<http://www.cdwg.com/content/terms-conditions/default.asp>

<b>TOTAL</b>	US Currency 4,715.88
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CDW Government  
230 North Milwaukee Ave.  
Vernon Hills, IL 60061  
General Phone: 847-371-5000 Fax: 847-419-  
Account Manager's Direct Fax: 312-705-9163

89

Please remit payment to:  
CDW Government  
75 Remittance Drive  
Suite 1515  
Chicago, IL 60675-1515

**Backup material for agenda item:**

- f. Consideration of farm lease award of bids and approval to enter into agreements.

# City of Junction City

## City Commission

### Agenda Memo

December 9, 2013

**From:** Tyler Ficken, City Clerk  
**To:** Gerald Smith, City Manager  
**Subject:** City owned farmland leases

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**Objective:** To recommend two farmland lease agreements for: (1) Elmdale Property, and (2) Water Plant Property.

**Explanation of Issue:** Current tenants were provided notice that the City would be letting bids for the properties. Notice was published in the City newspaper and supporting documents were provided on the City website. Bids were received on December 9, 2013 and reviewed by staff.

**Budget Impact:** Over the next three years the City will receive additional revenue with this action. The Elmdale Property was not included in prior farm lease advertisements.

Property	Highest Bid (annual)	Bidder	Total 3 years	Prior 3 years
Elmdale Property	\$1,051	Double KS Farms, Inc.	\$3,153	\$0
Water Plant Property	\$1,320	Dibben Land & Cattle	\$3,960	\$3,767.55

**Alternatives:** It appears that the City Commission has the following alternatives concerning the issues at hand. The Commission may: Approve lease agreements, Disapprove lease agreements, Modify, Table the request(s).

**Suggested Motion:**

Commissioner \_\_\_\_\_ moved to accept bids and allow the Mayor to sign contracts on the Elmdale Property and Water Plant Property.

Commissioner \_\_\_\_\_ seconded the motion.

**Recommendation:** Staff recommendation is to accept bids and allow the Mayor to sign contracts on the Elmdale Property and Water Plant Property.

**Enclosures:** bid information, sample farm lease agreement

Bid: Water Plant

Date: 12/9/2013

Time: 10:00 AM

Department: Administration

No.	Direct Solicited	Bidder	Local Vendor Preference	Bid Bond	Performance and Material Bond	Addendum	Signed Bid	Bid Amount	*Bid Rank
1		DIBDEN						\$3,960.00	1
2		DOUBLE KS FARMS						3,753.00	2
3									93
4									
5									
6									
7									
8									
9									
10									

\*As Read Only

Bid: Elmdale Property

Date: 12/9/2013

Time: 10:00 AM

Department: Administration

No.	Direct Solicited	Bidder	Local Vendor Preference	Bid Bond	Performance and Material Bond	Addendum	Signed Bid	Bid Amount	*Bid Rank
1		David K's Farms						\$3,153. <sup>00</sup>	1
2									
3									
4									94
5									
6									
7									
8									
9									
10									

\*As Read Only

## FARM LEASE

THIS LEASE, is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2010, by and between the City of Junction City, Kansas, hereinafter referred to as "City", and X., as "Tenant."

WITNESSETH: for and in consideration of the rents, covenants and agreements and conditions hereinafter mentioned to be kept and performed by Tenant, City does, by these presents rent, lease and let unto Tenant, a tract of land comprising approximately X acres, more or less, located X of the City, subject to all easements, restrictions, zoning and governmental regulatory ordinances and encumbrances, the same being hereinafter referred to as the "**Farm**".

This Lease shall be upon the following terms and conditions, which are hereby mutually agreed to by City and Tenant:

1. **Term.** This lease shall be for a term commencing on X and ending on X provided, however, that the Initial Term shall automatically be renewed for two (2) additional terms of one year each (each a "Renewal Term") unless either party provides written notice to the other of its desire to terminate the Lease at the end of the Initial Term or first Renewal Term not less than ninety (90) days before the end of the applicable term.
2. **Rent.** Tenant agrees to pay as annual rent for the Farm ("Rent") cash rent in the sum of \$X. The cash rent for the Initial Term shall be paid on X. Cash rent for each Renewal Term shall be paid on X of each year of the Renewal Term.
3. **Use of the Premises.**
  - a. Tenant shall use and occupy the Farm during the term of this Lease for the production and harvest of crops and for the purposes specified in section 3.(b)(i) above, and for no other purpose. Tenant agrees comply with all applicable federal, state and local laws, at Tenant's sole cost and expense. Tenant will not commit or suffer to be committed any waste on the Farm, create or allow any nuisance to exist on the Farm, or allow the Farm to be used for any unlawful purpose.
  - b. Tenant shall not apply any biosolids, sludge or other waste products to the Farm land, regardless of whether such application is otherwise permitted by law.
  - c. Tenant may not make any alterations, additions or improvements to the Farm except the planting of crops and application of permitted fertilizers, herbicides and pesticides, without the prior written consent of City. Any unauthorized alterations, additions or improvements made by Tenant shall become the property of City at the termination of this Lease.

4. **Cost.** Tenant shall pay all costs and furnish all equipment in connection with its use of the Farm.
5. **Government Farm Programs.** Tenant shall have all right, title, and interest in and to any proceeds from any government farm programs and/or subsidies arising or related to Tenant's farming activities.
6. **Farming Practices.** Tenant agrees to cultivate the Farm during the term hereof in a timely, efficient and economic manner and to employ sound farming methods customarily practiced in the area; to keep the Farm and all improvements on the Farm, at Tenant's own expense, in as good a repair and condition as they are at the commencement of this Lease, or in as good a repair and condition as they may be put by City during the term of this Lease, ordinary wear and tear from the reasonable use thereof excepted; to follow standard disease treatments of all seeds planted on the Farm; and not to allow thistle or other noxious weeds and grasses to grow or to go to seed on the Farm (including ditches, fence rows, adjacent rows and turn rows), utilizing spray or poison as necessary, which is to be done at Tenant's expense.
7. **Condition of the Premises.** Tenant accepts the Farm in the condition that it now exists and agrees to maintain all fences and other improvements in the same condition as they exist at the commencement of this Lease. At the conclusion of the Lease, Tenant shall return the Farm, fences and other improvements to City in the same condition as they existed at the commencement of this Lease, reasonable wear and tear excepted.
8. **Lease as Security Agreement; Default under the Lease.**
  - a. To secure the payment of all the rents (including future rents) for the term of this Lease and all other sums payable to City hereunder (including damages for breach of this Lease), Tenant does hereby grant unto City a security interest and a contract lien, in addition to City's statutory lien, in and upon all inventory, crops and farm products, to be grown or growing on the Farm and all fixtures now in or upon or hereafter placed in or upon the Farm, the proceeds thereof, accounts receivable or general intangibles arising from or related to the sale of the foregoing collateral; and Tenant waives any and all claims or exceptions granted to him under the exception laws of the State of Kansas as the same may now exist or be hereafter amended, and which might be asserted as to any of said property, intending hereby that the express contract lien and security interest hereby given shall be deemed prior and superior to any and all other lien or liens of any nature whatsoever, and that such lien and security interest shall be foreclosable in the event of any breach of this Lease agreement by Tenant and the property subject thereto taken and retained by City or sold at public or private sale pursuant to Kansas Statutes § 84-9-101 *et seq.* This Lease shall constitute a security agreement.

- b. If Tenant defaults in the payment and/or performance of any covenant or agreement of the Tenant hereunder, or abandon or vacate the Farm, or become bankrupt or make an assignment to the benefit of its creditors, or in the event a receiver is appointed for Tenant, then, upon the occurrence of any one or more of such contingencies and after City has given written notice of such default, Tenant shall have ten (10) days within which to correct the same, and if no such correction is made, then City may, at City's option, either terminate this Lease or seek any other legal or equitable remedy available to City under the circumstances, or both.
9. **City's Option to Correct Tenant's Default.** If Tenant defaults in the performance of any of its obligations under this Lease, City may, at City's option, perform the same for the benefit of and at the expense of Tenant, after giving notice to Tenant of its intention to do so. If City is compelled to pay, or elects to pay, any sum of money, or to do any act which requires the payment of any sum of money, by reason of the failure of Tenant to comply with any provision hereof, or if City is compelled to incur any expense, including reasonable attorneys' fees, in instituting, prosecuting or defending any action or proceeding occasioned by reason of any default of Tenant hereunder, the sum or sums so paid by City shall be due and payable as additional rent on the next day following the incurring of such expense.
10. **Oil, Gas and Mineral Rights.**
- a. This Lease is made and accepted subject to the following: any and all restrictions, covenants, conditions, easements, and pipeline operations; oil, gas and mineral development leases, if any; and any and all zoning laws, regulations and ordinances, now or hereafter affecting the Farm. City reserves the right to use so much of the surface of the Farm as is reasonably necessary to effectuate the exploration for any oil, gas or other minerals.
  - b. City shall not be liable to Tenant for any damage to crops or acreage lost by reason of oil or gas development, seismic testing, pipeline operations or easements and all negotiations for the settlement of damages shall be conducted and controlled by City. In the event City or Tenant receives any sums at any time for damages to growing crops arising from the use of any portion of the Farm by any oil, gas or mineral lease or easement or right of way holder, such amount shall be divided in the fractions allowable for rent on the crops involved. City shall not be obligated to share with Tenant any royalties, bonuses or delay rentals received from oil, gas or minerals, payments made for permanent or long range damage to the Farm or sums received from the sale of easements or any amounts received under seismic permits.
11. **Taxes, Assessments, and Utilities.**

- a. City agrees to pay all *ad valorem*, special assessment or any other taxes levied or assessed against the Farm or any part thereof during the term of this Lease.
  - b. Tenant agrees to pay personal property taxes on any personal property Tenant stores on the Farm or uses in connection with any of its operations on the Farm, and any and all utility charges assessed against the Farm, including charges for water, gas and electricity service, whether now existing or arising during the term of this Lease.
12. **Compliance with Environmental Laws.** Tenant will not use the Farm at any time in such a manner as to cause a violation of or to give rise to a removal, restoration, or other remedial obligation under any statute, rule, regulation, ordinance, order, judgment, decree, requirement or common law of any federal, state, municipal or other governmental body or agency having jurisdiction over the Farm, including, without limitation, all rules and regulations of the Kansas Department of Health and Environment, the Resource, Conservation and Recovery Act of 1980, 42 U.S.C. §6901, et seq., and the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. §9601, et seq., (collectively, the "Environmental Laws"). Tenant shall promptly provide City with written notice (1) of any potential, threatened or known release of any dangerous and/or hazardous waste, material, element or substance at or from the Farm, (2) of any adverse environmental condition on or near the Farm, (3) of any violation of any Environmental Laws affecting the Farm, and (4) upon Tenant's receipt of any such notice from any governmental authority. In the event of any discharge, spillage, contamination or other mishandling of a hazardous waste or hazardous substance on or at the Farm as a result of any act or omission of Tenant, its employees, agents, or independent contractors engaged by Tenant, Tenant shall remedy the same in accordance with all Environmental Laws.
13. **Insurance.** Tenant shall carry bodily injury and property liability insurance in an amount of at least \$1,000,000.00 per occurrence, listing City as an additional insured on all such policies. Lessee shall furnish City with copies of certificates of such insurance policies within ten (10) days of the execution hereof. All such policies must provide that they cannot be cancelled except upon thirty (30) days' prior written notice to City.
14. **When Tenant Shall Indemnify and Hold City Harmless.** City shall not be responsible for any damage, injury, loss or expense resulting from any act or failure to act by Tenant, its employees, agents, licensees, subtenants, guests or visitors. Tenant shall indemnify and hold harmless City and its agents, successors and assigns from and against any and all injury, loss, claim or damage, costs and expenses, including attorneys' fees and disbursements, to any person or property arising from, related to, or in connection with the following:
- a. Tenant's use, occupancy, or repair of the Farm;

- b. the conduct or management of Tenant's business;
- c. any breach or default by Tenant in the performance of its obligations hereunder;
- d. any negligent act or omission by Tenant, its agents, servants, employees, contractors, guests, subtenants or invitees on or about the Farm;
- e. any violation of any Environmental Law in connection with the Farm, including without limitation, any liabilities incurred by City for the containment, removal, remedy, clean-up or abatement of any contamination.

In the event that any action or proceeding is brought against City by reason of any of the above, Tenant further agrees and covenants to defend the action or proceeding by legal counsel acceptable to City. All property of Tenant in or on the Farm shall be kept and stored at Tenant's sole risk and Tenant shall hold City harmless from any claims arising out of damage to such property.

15. **City's Right to Terminate the Lease.** In the event that City desires to sell all or a part of the Farm, City may, at its discretion, cancel this Lease as to such portion of the Farm being sold by giving written notice to Tenant at least one hundred eighty (180) days prior to the effective date of such cancellation if such cancellation date is on or prior to the end of the term of this Lease. In the event of cancellation, City shall, at City's option, either permit Tenant to harvest the current year's crops or reimburse Tenant for reasonable expenses incurred prior to such notice in preparing for the current year's crops.

16. **Miscellaneous.** The parties further agree as follows:

- a. Tenant shall not, whether by operation of law or otherwise, assign this Lease or any part thereof or sublease or let anyone come in, with, by or under Tenant with respect to any part of the Farm without the prior written approval of City. Any such approval shall not relieve Tenant or his assignees or subtenants from liability hereunder, provided, however, that Tenant may sublease the Farm solely for the production and harvesting of crops, without the prior consent of the City.
- b. All rights and liabilities herein given or imposed upon the respective parties shall extend to and bind their respective heirs, legal representatives, successors and assigns.
- c. City, for any purpose authorized herein, shall have the right to enter upon the farm at reasonable hours for the purpose of inspecting the same or for any other lawful purpose, and City shall incur no liability by reason thereof.
- d. Tenant agrees to take possession of the Farm "as is" and to waive all rights for causes of action for latent or hidden defects or problems.

- e. This Lease is not intended to create a relationship other than that of landlord and tenant, and City shall not be deemed to be a partner or joint venture in Tenant's business and shall never be liable for Tenant's debts or obligations.
- f. This Lease shall be deemed to be a negotiated lease by both parties and shall be construed with the express intentions of the parties to it. It shall be valid and enforceable in every respect to the extent permitted by law.
- g. Any payment, notice, request, demand or other communication which, under the terms of this Lease or under any statute or other law, must or may be given or made by the parties hereto shall be in writing, shall be sent and deemed received when deposited in the United States mail, registered or certified mail, postage prepaid, return receipt requested or if otherwise delivered or sent to be deemed to have been given or made when received at the following addresses or such other addresses as may be hereinafter designated in writing from time to time by the parties hereto:

Tenant -        X

City -            City Manager  
                      City Hall  
                      700 N. Jefferson  
                      Junction City, KS 66441

- h. The waiver of any party hereto of any breach or default under this Lease shall not be deemed to be a waiver of any such provision or any subsequent breach or default thereof. No provision of this Lease shall have been deemed to have been waived by any party hereto unless the waiver shall be in writing and signed by the party charged with any such waiver.
- i. This agreement contains the entire agreement of the parties hereto, prior discussions or conversations with respect thereto are hereby merged in and superseded by this Lease. Any amendment to this agreement must be in writing and signed by both City and Tenant.
- j. This Lease and the rights and obligations of the parties hereto shall be interpreted, construed and enforced in accordance with the laws of the State of Kansas.
- k. If it becomes necessary for either City or Tenant to employ an attorney to enforce, whether by original action, counterclaim, or otherwise, its rights, titles and interests under this Lease and against the other party, then the prevailing party, as determined by the final order or judgment of a court of competent jurisdiction, shall be entitled to recover its reasonable attorneys' fees and court costs in connection therewith.

1. Notwithstanding that the term of this Lease shall expire one year from its commencement, in the event Tenant remains in possession of the Farm after the expiration of the term of this Lease, City, at City's option, may either evict Tenant and collect damages resulting from such holdover, or treat Tenant as a periodic tenant for an additional one (1) year lease term, but subject to all of the provisions of this Lease.

17. **Warranties and Representations.** It is expressly agreed by Tenant, as a material consideration for the execution of the Lease, that there are and were no verbal representations, warranties, understandings, stipulations, agreements or promises pertaining to this Lease except as set forth in this Lease. City and Tenant further expressly agree that there are and shall be no implied warranties of merchantability, habitability, fitness for a particular purpose or of any other kind arising out of this Lease, and there are no warranties which extend beyond those expressly set forth in this Lease.

IN WITNESS WHEREOF, the parties have executed this Farm Lease the day and year first above written.

City of Junction City, Kansas

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

X

\_\_\_\_\_

**Backup material for agenda item:**

- g. Consideration of R-2743 boundary resolution.

# City of Junction City

## City Commission

### Agenda Memo

December 17, 2013

**From:** Tyler Ficken., City Clerk  
**To:** Gerald Smith, City Manager  
**Subject:** **AMENDED CITY BOUNDARY RESOLUTION R-2743**

**Objective:** The consideration and approval of Resolution R-2743 to update the boundary of the City.

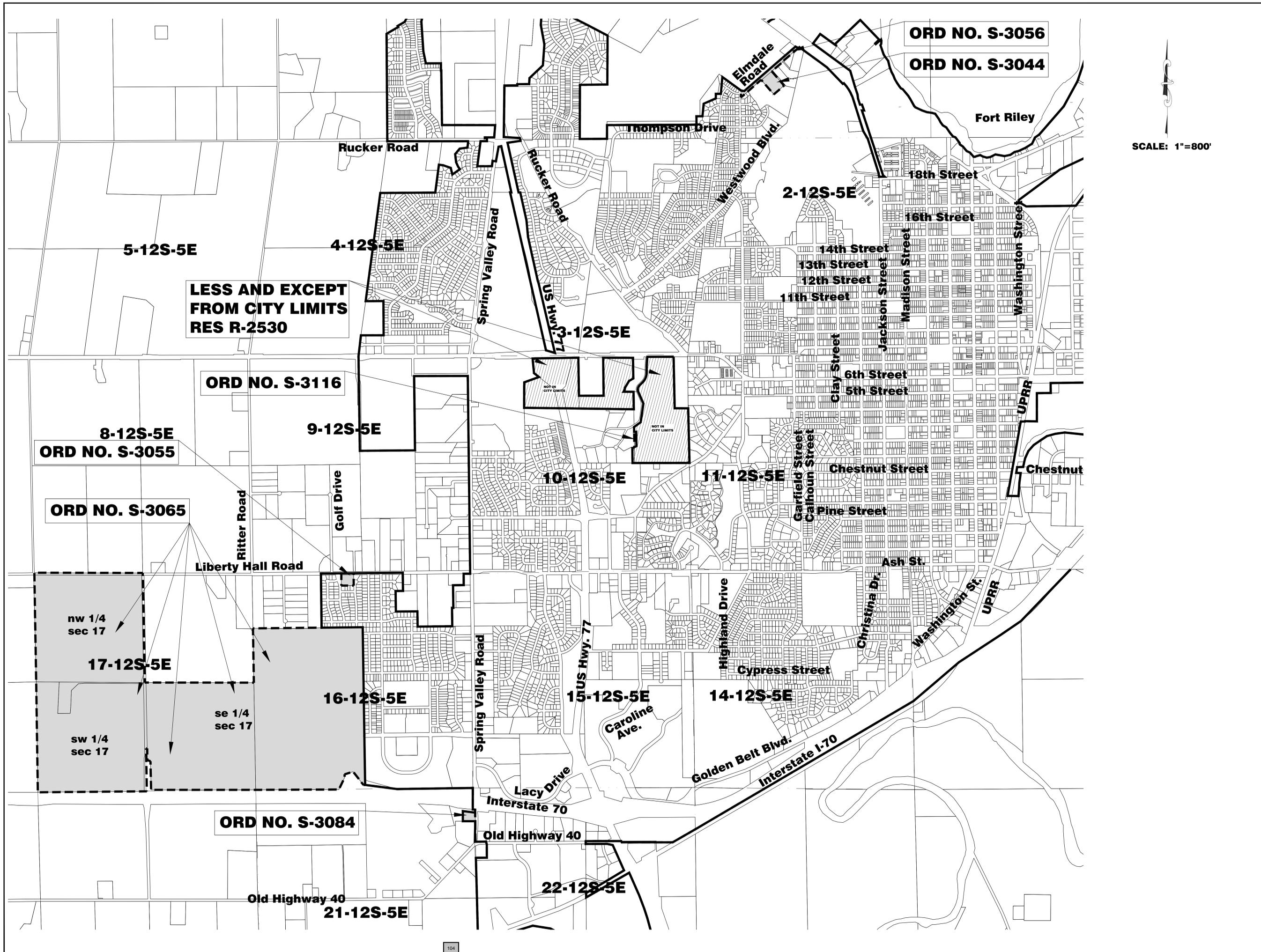
**Explanation of Issue:** Subsequent to state statutes the City needs to amend the boundary of the City when any territory has been added to or excluded from the City. The attached Resolution R-2743 has been prepared incorporating all the additions and exceptions to the last Resolution R-2530 dated December 22, 2008. This document is prepared to meet the requirements of state statute.

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

1. Approve the amended boundary Resolution R-2743
2. Disapprove
3. Modify the proposal the proposed amended ordinance to reflect revisions or corrections then adopt the Resolution
4. Table the request.

**Recommendation:** I recommend the City Commission approve this ordinance as amended

**Enclosures:** Resolution R-2743 marked, Resolution R-2743 clean, Map indicating changes



KAW VALLEY ENGINEERING, INC. CONSULTING ENGINEERS AND SURVEYORS KANSAS CITY, MISSOURI 64155 PH: (816) 468-5558   FAX: (816) 468-6651 WWW.KAWVALLEYENGINEERING.COM		DESCRIPTION	DATE	REV
CITY OF JUNCTION CITY, KANSAS		CITY LIMITS EXHIBIT REVISING RESOLUTION NO. S-2530 BY INCORPORATING ORD NO'S S-3044, S-3055, S-3056, S-3065, S-3084 & S-3116		
PROJ. NO.	A12_6208	DESIGNER		
DRAWN BY		CHKD BY		
SHEET	6208EXBA	REV		
1 OF 1				

RESOLUTION R-2743

A RESOLUTION DEFINING AND DESCRIBING THE CITY LIMITS AND BOUNDARIES OF THE CITY OF JUNCTION CITY, KANSAS PURSUANT TO KSA 12-517

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

**SECTION 1.** The Corporate Limits and Entire Boundaries of the City of Junction City, Kansas, are hereby declared, established and defined as:

BOUNDARIES. Tract I - Beginning at a point on the East-West quarter section line of Section Twelve (12) South, Range Five (5) East, Geary County, Kansas where said quarter section line intersects the Westerly right-of-way line of the Union Pacific Railway Company; thence Northeasterly and along said Westerly right-of-way line of the Union Pacific Railway Company to the Easterly extension of the North line of Third Street; thence Easterly and along said Easterly extension of the North line of Third Street, a distance of 398.0 feet to the Southeast corner of Sales Barn Addition to Junction City, Kansas; thence North, a distance of 690.38 feet; thence East and parallel with the South right-of-way line of the U.S. Highway No. 40, a distance of 335.76 feet to the Southeast corner of Sales Barn Addition; thence Northerly along the East line of said addition, a distance of 393.50 feet to a point, said point being the intersection to the East line of the Sales Barn Addition extended and the South line of Sixth Street Road; thence Easterly along the South line of said Sixth Street Road and said line extended to a point on the Old Fort Riley Military Reserve Line, also the Southwesterly line of Special Section Ten (10), Township Twelve (12) South, Range Five (5) East; thence Southeasterly along the Southwesterly line of said Special Section Ten (10), and also being the Centerline of the County Road, to the South Corner of Special Section Ten (10), Township Twelve (12) South, Range Five (5) East, thence Northerly and along the East line of said Special Section to the North right-of-way of Third Street extended to intersect with the East right-of-way line of Reynolds Street said point being the Southwest corner of St. Xavier Field Addition; thence East along the South line of said addition, a distance of 702.58 feet; thence North 00° 15' 00" East, a distance of 380.00 feet; thence West, a distance of 702.58 feet; thence North 00° 15' 00" East, a distance of 320 feet to the Southwest corner of the Fegan Addition to Junction City, Kansas; thence East along the South line of the said Fegan Addition, a distance of 702.58 feet to the Southeast corner of said Fegan Addition; thence North along the East line of said Fegan Addition, a distance of 310.00 feet to the South right-of-way line of Sixth Street; thence West along said right-of-way line, a distance of 702.58 feet to the West line of the Fegan Addition, said line also being the East line of Special Section Ten (10), Township Twelve (12) South, Range five (5) East; thence Northerly and along the East line of said Special Section Ten (10) to the Northeast corner of said Special Section Ten (10); thence Westerly and along the North line of said Special Section Ten (10), a distance of 494.20 feet; thence North a distance of 200.00 feet; thence West and parallel with North line of said Special Section Ten (10), a distance of 291.32 feet, to the West line of East Street extended; thence North and along said extension to the Easterly extension of the South line of Ninth Street; thence Westerly along said extension a distance of 450.00 feet, to the East line of Filley Street; thence Northerly and along the East line

of Filley Street a distance of 3,800.00 feet to the North line of Eighteenth Street: thence Westerly and along said North line of Eighteenth Street to the Easterly right-of-way of the Union Pacific Railway Company; thence Southwesterly and along said Easterly right-of-way line to the North line of Block Nineteen (19) of Railroad Addition to Junction City, Kansas, also being the South line of Seventeenth Street; thence Westerly and along the South line of Seventeenth Street a distance of 1,230.00 feet to the Northeasterly right-of-way line of the Union Pacific Railway Company Branch Line; thence Northwesterly and along the Northeasterly right-of-way line of said Union Pacific Railway Company Branch Line, to a point on the East line of Monroe Street; thence North along the said Monroe Street to the Southerly line of the Grant Avenue Annexation to the City of Junction City, Kansas; thence Northeasterly along said South line of the Grant Avenue Annexations, a distance of 1,240.00 feet to the Southerly line of the Gateway Acre Addition to Junction City, Kansas; thence North  $65^{\circ}19' 25''$  East, a distance of 90 feet to the Southwest corner of said property; thence North  $64^{\circ} 35' 00''$  East, a distance of 869.21 feet; thence North  $33^{\circ} 05' 00''$  East, a distance of 95.69 feet to the Southeasterly corner of the Sewage Disposal Property of the City of Junction City, Kansas, to a point that is 100 feet distance Northwesterly, measured at right angles, from the center line of Track Number Thirty-Three (33) of the Union Pacific Railway Company as now constructed and operated; thence North  $33^{\circ} 05' 00''$  East and .along the Easterly line of the said Sewage Disposal Plant a distance of 1,002.00 feet to the Southerly right-of-way line of Grant Avenue; thence North  $66^{\circ} 20' 00''$  East and along the said right-of-way line a distance of 190.33 feet; thence North  $33^{\circ} 05' 00''$  East and along the East right-of-way line of Grant Avenue, a distance of 624.00 feet to the South line of Lot Four (4), Block Seven (7), Grant Avenue Annexation of Junction City, Kansas; thence Southeasterly and along the South line of said Lot Four (4), Grant Avenue Annexation, a distance of 325 feet to the West right-of-way line of the Union Pacific Railway Company; thence Northeasterly along the West right-of-way line of the Union Pacific Railroad Company, a distance of 1,980 feet to the center line of Hoover Road; thence Southeasterly a distance of 40 feet; thence Northeasterly along the Union Pacific Railroad Company right-of-way line, a distance of 2,378.32 feet; thence continuing on a bearing of North  $33^{\circ} 31' 20''$  East, a distance of 1377.07 feet to the point of intersection of (former State Highway 18) Grant Avenue Easterly right-of-way line; (thence continuing on said bearing to the Southeasterly bank of the Republican River; thence Northwesterly and along South bank of the Republican River to the intersection of the line between Lot One (1) and Lot Two (2), Special Section Two (2), Township Eleven (11) South, Range Six (6) East; thence South  $38^{\circ} 21' 00''$  East, a distance of 609.52 feet to the Northwestern boundary of Rothfuss Addition No. Three (3) to Junction City, Kansas; thence South  $30^{\circ} 30' 00''$  West along said Northwestern boundary of Rothfuss Addition No. Three (3) a distance of 1,316.80 feet; thence South  $56^{\circ} 30' 00''$  East a distance of 1,435.00 feet; thence South  $33^{\circ} 30' 00''$  West a distance of 451.62 feet; thence South  $56^{\circ} 30' 00''$  East a distance of 60 feet to the Southwest corner of Cherokee Addition; thence South  $56^{\circ} 28' 39''$  East a distance of 336.06 feet to the Northwesterly corner of Moske Addition Unit No. 1; thence South  $33^{\circ} 31' 20''$  West, a distance of 265.83 feet; thence South  $56^{\circ} 28' 35''$  East, a distance of 165.00 feet to the Northwesterly corner of Lot 6, Block 2 of the Revised Plat of Valley Fort Addition; thence South  $33^{\circ} 30' 00''$  West, a distance of 804.28 feet to a point being 50.00 feet North of the Southwesterly corner of Lot Three (3), Block Three (3), Revised Plat of Valley Fort Addition; thence North  $56^{\circ} 30' 00''$  seconds West, a distance of 2,818.19 feet to the center line

of the Republican River; thence South 07° 58' 13" West a distance of 1,366.65 feet to the Southwesterly corner of Rothfuss Addition, Unit No.2; thence continuing South 05° 38' 26" West on said centerline of the Republican river, a distance of 1124.76 feet Southwesterly corner of Deer Trail Addition Unit No 1; thence South 57° 59' 07" East, a distance of 112.35 feet to the Northwesterly corner of Henderson Addition also being the Easterly High Bank of the Republican River; thence South 04° 11' 48" West, a distance of 315.51 feet; thence South 18° 55' 15" West, a distance of 250.97 feet; thence South 15° 45' 21" West, a distance of 252.58 feet; thence South 13° 50' 51" West, a distance of 244.25 feet to the Southwesterly line of Lot 7, SS3; thence South 57° 03' 00" East, a distance of 17.23 feet to the Northeasterly corner to T.M. Addition Unit 2; thence South 18° 33' 04" West, a distance of 626.54 feet along the right bank of the Republican River, to a point on the Easterly line of T.M. Addition Unit No. 2; thence South 54° 17' 12" West, a distance of 56.09 feet along the right bank of the Republican River to the Northwesterly corner of the Holiday Trailer Court Addition Number Two (2) to Junction City, Kansas; thence South 18° 10' 00" West along the Southeasterly bank of the Republican River, a distance of 41.99 feet; thence South 28° 19' 00" West along said Republican River bank, a distance of 629.16 feet; thence South 45° 45' 00" West and along the South Bank of the Republican River, a distance of 166.54 feet to the Northeast corner of Thompson & Schickanz Annexation Number One Junction City, Kansas; thence South 42° 41' 00" West along the South Bank of the Republican River, a distance of 812.94 feet; thence Southwesterly, Westerly, and Northwesterly and along the South Bank of the Republican River to a point where the South or Southwesterly bank of the Republican River intersects the North line of Special Section Eleven (11), Township Twelve (12) South, Range Five (5) East; thence Northwesterly along said Republican River bank as follows: North 69° 31' 22" West, a distance of 76.56 feet; North 37° 43' 42" West, a distance of 112.29 feet; North 31° 05' 57" West, a distance of 81.20 feet; North 34° 29' 17" West, a distance of 79.64 feet; North 56° 45' 02" West, a distance of 99.64 feet; North 34° 38' 30" West, a distance of 94.38 feet; North 25° 40' 18" West, a distance of 91.12 feet.; North 33° 06' 29" West, a distance of 150.39 feet; North 72° 25' 31" West, a distance of 80.38 feet; North 80° 16' 06" West, a distance of 125.46 feet; North 69° 00' 32" West, a distance of 123.47 feet; North 63° 27' 45" West, a distance of 114.65 feet; North 62° 36' 17" West, a distance of 61.98 feet; North 42° 51' 29" West, a distance of 44.13 feet; North 29° 31' 57" West, a distance of 94.36 feet; North 25° 07' 30" West, a distance of 100.21 feet; North 30° 50' 54" West, a distance of 100.06 feet; North 37° 22' 29" West, a distance of 101.12 feet; North 39° 02' 52" West, a distance of 101.61 feet; North 61° 39' 22" West, a distance of 50.80 feet; North 36° 16' 24" West, a distance of 57.79 feet; North 32° 16' 39" West, a distance of 100.18 feet; North 24° 16' 12" West, a distance of 100.32 feet; North 20° 52' 27" West, a distance of 100.98 feet; North 27° 24' 42" West, a distance of 100.03 feet; North 19° 02' 10" West, a distance of 103.61 feet to the Northeasterly corner of the Schmedemann Addition to Junction City, Kansas, also being the Southeasterly corner of the Republican River Industrial Park Addition Unit Number Two (2) to Junction City, Kansas; thence continuing Northwesterly along said Republican River bank as follows: North 14° 36' 06" West, a distance of 115.24 feet; thence North 14° 27' 02" West, a distance of 62.49 feet; thence North 36° 31' 06" West, a distance of 143.50 feet; thence North 28° 46' 26" West, a distance of 50.04 feet; thence North 17° 34' 55" West, a distance of 56.26 feet; thence North 18° 46' 41" West, a distance of 176.35 feet; thence North 28° 01' 11" East, a distance of 37.68 feet; thence North 03° 38' 52" East, a distance of

78.75 feet; thence North 14° 24' 29" West, a distance of 29.64 feet; thence South 47° 08' 50" West, a distance of 185.00 feet; thence North 42° 52' 19" West, a distance of 20.00 feet to a point on the Northeasterly line of Lot Six (6), Block One (1), Republican River Industrial park Addition Unit Number Two (2); thence North 47° 08' 50" East, a distance of 127.00 feet; thence North 42° 52' 19" West, a distance of 661.40 feet to the Northwesterly corner of said Lot 6; thence South 47° 08' 50" West, a distance of 846.92; thence South 42° 51' 10" East, a distance of 64.00 feet to a point on the Northeasterly line of the Republican River Industrial Park, Unit #1 Addition; thence North 52° 19' 30" West, a distance of 498.38 feet; thence South 37° 40' 30" West, a distance of 290.00 feet; thence South 52° 19' 30" East, a distance of 450.00 feet on the Northeasterly right-of-way of State Highway 57; thence South 52° 20' 08" East a distance of 668.08 feet; thence continuing along the Northeasterly right- way South 16° 52' 44" East, a distance of 414.39 feet to a point being the Southwest corner of the Republican River Industrial Park Addition Unit Number Two (2), said point being the Northwest corner of the Schmedemann Addition; thence Southeasterly along the Northeasterly right-of-way of State Highway 57 as follows: South 16° 58' 38" East, a distance of 171.50 feet, thence South 05° 39' 38" East, a distance of 102.00 feet; thence South 16° 58' 38" East, a distance of 155.33 feet to the Northwest corner of a State Highway Commission permanent easement; thence South 89° 44' 38" East, a distance of 47.82 feet; thence South 18° 09' 38" East, a distance of 150.00 feet; thence North 89° 44' 38" West, a distance of 51.20 feet to the Southwest corner of said State Highway Commission permanent easement; thence South 16° 58' 38" East, a distance of 726.32 feet to the point of intersection of the Northerly line of Lot Six (6) of Special Section Eleven (11), Township Twelve (12) South, Range Five (5) East and said Northeasterly right-of-way of State Highway 57 also being the the Northwesterly corner of Lot 1, Block 1, Replat of Tackwell Addition; thence South 16° 07' 00" East, a distance of 349.91 feet; thence South 18° 15' 26" East a distance of 469.34 feet; thence South 12° 44' 59" a distance of 23.45 feet; thence continuing on said bearing a distance of 100.00 feet; thence Southeasterly 60 feet to the North right of way of 18<sup>th</sup> Street; thence West, a distance of 129.00 feet to the Westerly right-of-way of State Highway 57; thence North and Northwesterly along said West and Southwesterly right-of-way line, a distance of 2,698 feet to the line between Lot Seven (7) and Lot Eight (8), Special Section Twelve (12), Township Eleven (11) South, Range Five (5) East of the Sixth Principal Meridian; thence Northwesterly along said right-of-way line, a distance of 1,269.4 feet to the intersection with the South right of way line of the County Road (known as Elmdale Road); thence South 49° 33' 50" West along South Right-of-Way line of the County Road (Elmdale), to the intersection of said South right-of-way line with the Southerly extension of said Westerly right of way line of State Highway 57; thence Northwesterly on said right-of-way line extended, a distance of 61.8 feet to the intersection with the Northerly right-of-way line of the County Road (Commonly known as Elmdale Avenue Extension); thence S 50° 20' W, a distance of 1780 feet; thence N 55° 12' W, a distance of 36 feet to the Northeasterly corner of Westwood Heights 2<sup>nd</sup> addition; thence North 53° 12' 00" West, a distance of 547.69 feet; thence South 05° 27' 08" West, a distance of 412.44 feet to the Northeast corner of Ehler's Addition; thence South 89° 56' 08" West along the North line of said addition a distance of 123.30 feet; South 00° 03' 52" East, a distance of 110.70 feet; thence South 66° 12' 08" West, a distance of 321.50 feet; thence South 05° 27' 08" West, a distance of 308.14 feet to a point on the North line of Ehler's Hill top Addition 180.84 feet West of the Northeast corner of said addition; thence South 89° 56' 08"

West, a distance of 145.93 feet; thence South 00° 16' 09" East, a distance of 205.29 feet; thence South 89° 43' 51" West, a distance of 2161.34 feet to the Northwest corner of Ehler's Hilltop Addition; thence South 00° 19'00" West, a distance of 335.41 feet to the Southwest Corner of the Southeast quarter of Section 34, Township 11 South, Range 5 East also being the Northwest corner of North Park Addition; thence South 89° 39' 36" West, a distance of 658.64 feet to the Southeast corner of Doc Hargreaves Hilltop Addition, Unit No. 1; thence North 00° 10' 12" East, a distance of 299.79 feet to the Southeast corner of doc Hargreaves Hilltop Addition, Unit No. 2; thence continuing on said bearing a distance of 1020.36 feet to the Southwesterly corner of Doc Hargreaves Hilltop Addition, Unit No. 3; thence North 89° 16' 10" East, a distance of 662.09 feet; thence North 00° 19' 00" East, a distance of 1194.33 feet to the Southerly line of Special Section 13, Township 11 South, Range 5 East; thence North 62° 07' 05" West, a distance of 515.00 feet to the Northeasterly corner of Doc Hargreaves Hilltop Addition, Unit No. 5; thence continuing on said bearing a distance of 1115.18 feet to the Northwest corner of said subdivision; thence South 28° 00' 05" West, a distance 325.00 feet; thence South 04° 02' 38" West, a distance of 205.71 feet; thence South 10° 23' 11" East, a distance of 481.53 feet; thence South 04° 02' 38" west, a distance of 513.30 feet; thence South 46° 12' 13" West, a distance of 446.74 feet; thence South 04° 02' 38" West, a distance of 148.01 feet; thence South 89° 39' 06" West, a distance of 285.11 feet; thence South 04° 02' 38" West, a distance of 30.09 feet; thence South 89° 39' 06" West, a distance of 314.92 feet to a point on the East right-of-way line of U S Highway 77; thence continuing Southerly along said right-of-way line on a curve to the left, having a radius of 5654.65 feet, a chord bearing of South 03° 53'24" West and a chord distance of 30.08 feet, an arc length of 30.38 feet; to a point on the North line of the Southwest quarter of the Southwest quarter of Section 34; thence continuing along the East line of the right-of-way in a Southerly direction a distance of 1228.80 feet; thence South 79° 48' 22" East on the Easterly right-of-way line of U S Highway 77 extended for the county road (Rucker Road), a distance of 351.85 feet; thence South 27° 06' 52" East, a distance of 33.83 feet to a point on the South line of Section 34, Township11 South, Range 5 East said point being 617.48 feet East of the Southwest corner of Section 34; thence South 00° 20' 24" East, a distance of 26.00 feet to the West right-of-way line of Rucker Road; thence South 81° 35' 30" West, a distance of 327.77 feet to the East right-of-way line of U S Highway 77; thence South 12° 23' 59" East along the Easterly right-of-way line of U S Highway 77, a distance of 1240.25 feet; thence South 89° 44' 47" East, a distance of 40.99 feet to the Northwest corner of Prairie ridge Addition No. 1; thence South 12° 23' 59" East, a distance of 702.06 feet; thence South 05° 16' 29" East, a distance of 403.11 feet; thence South 12° 23' 59" East, a distance of 252.02 to the South line of the Northwest Quarter of Section 3, Township 12 South, Range 5 East; thence continuing on said bearing a distance of 847.98 feet; thence South 19° 48' 24" East, a distance of 56.44 feet to the Southwest corner of Prairie Ridge Addition No. 2; thence continuing southeasterly along the East right-of-way line of U S Highway 77 a distance of 1820 feet more or less to the North right –of-way line of Highway K-18; thence West on the North right-of-way line of Highway K 18 to the West right-of-way line of U S Highway 77; thence in Northwesterly direction along the west right-of-way line to the South line of the North one-half of the Northwest Quarter of Section 3, Township 12 South, Range 5 East also being the South line of Turkey Ridge Addition; thence South 89° 44' 48" East, a distance of 30 feet to the Southeast corner of Turkey Ridge Addition; thence North 12° 23' 59" West, a distance of 1151.92 feet to

the Northeast corner of said subdivision; thence South 77° 36' 46" West, a distance of 65.15 feet to the East right-of-way line of Spring Valley Road; thence South 13° 34' 30" West, a distance of 327.42 feet on the said easterly right-of-way line; thence South 07° 17' 27" West, a distance of 35 feet to the Southerly right-of-way line of U S Highway 77; thence North 82° 42' 33" West on said southerly right-of-way line, a distance of 45 feet to a point on the West right-of-way line of Spring Valley Road; thence South 07° 17' 27" West, a distance of 130.23 feet to the Southeast corner of Lot1, Block1, Johnson's Boat-RV Storage Addition to Geary County; thence South 89° 42' 41" West, a distance of 15 feet to the Northeast corner of Lot1, Block1 of Sutter Highlands Subdivision; thence continuing on said bearing a distance 354.12 feet; thence North 07° 17' 27" East, a distance of 617.95 feet to the South right-of-way line of Rucker Road; thence North 89° 42' 43" East, a distance of 140.39 feet to the Westerly right-of-way line of U S Highway 77; thence North 00° 17' 17" East, a distance of 80 feet to the North right-of-way line of Rucker Road; thence South 89° 42' 43" West, a distance of 41.7 feet to a point on the south line of Faith Tabernacle Addition No. 1; thence North 00° 03' 27" East, a distance of 10 feet; thence South 89° 56' 33" East, a distance of 225.00 feet; thence North 04° 34' 24" East, a distance of 300.93 feet to the Northeast corner of Faith Tabernacle Addition No.1; thence North 89° 56' 33" West, a distance of 1280.39 feet to point on the East line of the Olivia Farms Subdivision; thence North 00° 26' 21" West, a distance of 1340.00 on the East line of said subdivision; thence South 89° 42' 41" West, a distance of 17.43 feet; thence North 00° 17' 19" West, a distance of 175.00 feet; thence South 89° 42' 41" West, a distance of 364.35 feet; thence North 11° 17' 14" West, a distance of 303.63 feet; thence North 03° 49' 23" West, a distance of 730.23 feet; thence North 15° 21' 39" East, a distance of 57.12 feet; thence North 06° 06' 51" East, a distance of 89.68 feet; thence North 32° 26' 49" West, a distance of 115.44 feet; thence North 71° 00' 29" West, a distance of 115.44 feet; thence South 70° 25' 51" West, a distance of 115.44 feet; thence South 31° 52' 12" West, a distance of 192.91 feet; thence South 26° 47' 56" West, a distance of 102.16 feet; thence South 59° 22' 17" West, a distance of 195.00 feet; thence South 30° 37' 43" East, a distance of 26.86 feet; thence South 59° 22' 17" West, a distance of 328.98 feet, thence South along the West line of the Southeast quarter of Section 33, Township 11 South Range 5 East also being the west line of the Olivia Farms Subdivision, South 00° 23' 26" East, a distance of 2591.62 feet to the Southwest corner of the Southeast quarter of Section 33, Township 11 South, Range 5 East; thence South 07° 27' 52" West, a distance of 40.37 feet to the South right-of-way line Rucker Road; thence North 89° 42' 43" East, a distance of 1957.07 feet to the Northwest corner of Sutter Highland Addition: thence South 00° 17' 28" East, a distance of 89.05 feet; thence South 07° 34' 27" West, a distance of 106.11 feet; thence South 81° 42' 01" west, a distance of 188.90 feet; thence South 39° 22' 45" West, a distance of 172.86 feet; thence South 06° 43' 13" East, a distance of 199.52 feet; thence South 23° 45' 24" East, a distance 117.61 feet; thence South 35° 47' 20" East, a distance of 74.95 feet; South 54° 12' 40" West, a distance of 225.03 feet; thence North 13° 27' 19" West, a distance of 166.69 feet; thence North 70° 26' 25" West, a distance of 191.98 feet; thence North 82° 37' 09" West, a distance of 105.66 feet; thence South 07° 22' 17" West, a distance of 686.01 feet; thence South 89° 38' 18" West, a distance of 1328.70 feet to the westerly line of Sutter Highlands Addition also being the West line of the Northeast Quarter of Section 4 Township 12 South Range 5 East; thence South 07° 27' 46" West, a distance of 1339.89 feet to the center of Section 4 Township 12 South Range 5 East also being the Northwest corner of Lot 13, Block 9 of Sutter Woods Subdivision to

Junction City, Kansas; thence continuing south on the West line on a bearing of South 07° 26' 36" West, a distance of 1323.73 feet; thence North 89° 28' 36" East, a distance of 421.17 feet; thence South 00° 19' 02" East, a distance of 835.80 feet to a point on the North line of West Acres Subdivision No. 2; thence South 89° 40' 58" West along said North line a distance of 547.72 (P) feet to the West line of the Southeast Quarter of Section 4, Township 12 South, Range 5 East; thence South 07° 26' 36" West, a distance of 514.21 feet to the Southwest corner of the Southeast Quarter of Said Section 4; thence continuing South on the West line of the Northeast Quarter of Section 9 Township 12 South Range 5 East, a distance of 56.90 feet to the Northwest corner of the Junction City Middle School Addition; thence South 00° 38' 02" East, a distance of 2250.95 feet to the Southwest corner of said addition; thence North 89° 40' 52" East, a distance of 1335.48 feet; thence North 00° 39' 56" West, a distance of 1812.76 feet; thence North 89° 40' 52" East, a distance 1320 feet to the West right of way line of Spring Valley Road; thence South 00° 41' 42" East, a distance of 2137.43 feet to a point on the Quarter Section line of Section 9 Township 12 South Range 5 East, 40.00 feet West of the East line of said Section 9; thence continuing South 00° 41' 46" East on a line parallel to and 40.00 feet West of the East line of Section 9, a distance of 2658.67 feet to the South line of said Section 9; thence continuing South 40.00 feet to the Northeast corner of O'Neal Subdivision; thence North 89° 52' 30" West along the north line of said subdivision, a distance of 157.00 feet; thence South 00° 07' 00" East, a distance of 277.94 feet to a point on the North line of the O'Neal Tract; thence North 89° 56' 00" West, a distance 258.00 feet; thence South 00° 07' 00" East along the West line of said tract 547.58 feet to a point on the North line of the Chesterman Tract; thence North 89° 56' 00" West along the North line of said tract, a distance of 32.2 feet; thence South 00° 07' 00" East, a distance of 450.00 feet to a point on the North line of Spring Valley Addition, Unit No. 1 also being the North line of the South Half of the Northeast Quarter of Section 16, Township 12 South, Range 5 East, thence South 89° 22' 20" East, a distance of 774.13 feet to the Northeast corner of Spring Valley Addition, Unit No. 2; thence continuing on said bearing a distance of 66.77 feet to the Southeast corner of Oakwood Mill Townhouse Addition; thence North 00° 48' 39" West, a distance of 372.77 feet; thence South 89° 26' 04" West, a distance of 520.00 feet; thence North 00° 48' 39" West, a distance of 502.61 feet; thence North 89° 26' 04" East, a distance of 179.29 feet; thence North 00° 48' 39" West, a distance of 443.24 feet to a point on the North line Section 16, Township 12 South Range 5 East also being the centerline of Liberty Hall Road; thence South 89° 26' 04" West, a distance of 987.43 feet to the Northwest corner of the Northeast Quarter of Section 16 also being the Northeast corner of A. C. Development Addition, Unit No. 1; thence continuing South 89° 28' 31" West, a distance of 200.00 feet; thence continuing South 89° 28' 31" West, a distance of 300.00 feet; thence South 89° 28' 31" West, a distance of 487.87 feet; thence South 00° 42' 15" East, a distance of 1321.87 feet to a point on the North line of the South Half of the Northwest Quarter of Section 16; thence North 89° 22' 10" East, a distance of 991.87 feet to the Northwest Corner of the South Half of the Northeast Quarter of said Section 16; thence S 00° 51' 37" W along the west line of Spring Valley Addition No. 2, a distance of 1320.06 feet to the Northwest Corner of Hickory Hill Addition; thence continuing S 00° 51' 37" W along the West line of said Hickory Hill Addition, a distance of 1320.02 feet to the southwest corner of the North Half of the Southeast Quarter of said Section 16; thence continuing S 00° 51' 37" W along the West line of the East half of said Section 16 and the West line of A Replat of Lot 1, Block 1, A Replat of Tom Neal

Industrial Park, a distance of 1024.02 feet; thence South 58° 02' 19" East, a distance of 63.19 feet; thence South 74° 16' 42" East; a distance of 744.46 feet; thence North 89° 11' 33" East, a distance of 1834.96 to the Southeast Corner Tom Neal Industrial Park; thence continuing Easterly on said bearing a distance of 30.0 feet to a point where the West right of way line of Spring Valley Road intersects with the North right of way line of I-70 Highway; thence South 00° 08' 56" West, a distance of 560.30 feet to the South right of way line of I-70 Highway; thence Easterly a distance of 26.22 feet along said right of way line to West right of way line of Spring Valley Road; thence South 00° 36' 04" West along said west right of way line a distance of 48.80 feet; thence N 82° 43'22" W, 309.22 feet; thence South a distance of 50 feet; thence South 189.98 feet; thence East a distance of 308.32 feet; thence S 00° 36'04" W a distance of 450.62 feet to a point on the South line of the Northwest Quarter of the Northwest Quarter 6.22 feet East of the Southwest corner of the NW1/4 of the NW1/4 of Section 22 Township 12 South Range 5 East; thence North 89° 23' 56" East, a distance of 263.78 feet; thence South 00° 20' 20" West, a distance of 40 feet to the Northwest corner of the I-70 Industrial Park West Addition; thence continuing on said bearing, a distance of 318.34 feet; thence North 89° 39' 40" West, a distance of 270.00; thence South 00° 20' 20" West, a distance of 973.38 feet to the Southwest corner of the Northwest Quarter of Section 22 Township 12 South Range 5 East; thence continuing South 00° 55' 20" East on the West line of said Section 22 a distance of 1631.30 feet; thence North 36° 14' 21" East, a distance of 589.10 feet; thence North 63° 12' 55" East, a distance of 464.72 feet; thence North 72° 12' 59" East, a distance of 597.04 feet; thence South 81° 19' 12" East, a distance of 436.15 feet; thence South 61° 40' 39" East, a distance of 702.68 feet; thence South 69° 41' 25" East, a distance of 266.18 feet to a point on the West line of the Southeast Quarter of Section 22; thence South 62° 43' 00" East, a distance of 253.93 feet; thence South 58° 46' 00" East, a distance of 221.46 feet; thence South 53° 44' 00" East, a distance of 93.83 feet; thence South 41° 26' 00" East, a distance of 115.65 feet; thence South 35° 33' 00" East, a distance of 111.70 feet; thence South 27° 36' 00" East, a distance of 110.97 feet; thence South 13° 17' 00" East, a distance of 55.54 feet; thence South 00° 27' 00" East, a distance of 149.09 feet; thence South 10° 07' 00" West, a distance of 690.80 feet; thence North 89° 12' 00" East, a distance of 1095.78 feet to the West right of way line U S Highway 77; thence Northerly on said West right of way line of U S Highway 77, a distance of 496.40 feet; thence Northwesterly on a curve to the left having a radius of 5659.65 feet an arc distance of 1581.00 feet; thence continuing Northwesterly on a tangent to said curve on the Westerly right of way line, a distance of 450.09 feet; thence North 24° 02' West, a distance of 814.38 feet to the Southerly right of way line of Union Pacific Railroad; thence South 59° 42' 40" West along said Southerly right of way line, a distance of 1171.66 feet to a point on the West line of the Southeast Quarter of said Section 22; thence North 00° 03' 00" West, a distance of 126.36 feet to the Northerly right of way line of the Union Pacific Railroad right of way; thence North 58° 39' 11" East, a distance of 560 feet more or less to the point of intersection of Tract "A", North Central Foundry Addition with the Northerly right of line of the Union Pacific Railroad, this also being a point on the Southerly line of the U S-77 Industrial Park Addition; thence North 60° 08' 19" East, a distance of 555.05 feet to the Westerly right-of-way line of U S Highway 77; thence North 23° 43' 20" West, along said right-of-way line a distance of 675.66 feet; thence North 78° 07'18" West, a distance of 187.95 feet to the intersection of the Westerly right-of-way of U S Highway 77 and the South right-of-way line of Old US Highway 40; thence South 89° 39' 14"

West, a distance of 241.62 feet to the Northwest corner of U S -77 Industrial Park Addition; thence continuing on said bearing a distance of 230.08 feet to the West line of the Northeast Quarter of Section 22; thence North 00° 20' 46" West, a distance of 30.00 feet to the Northwest corner of the Southwest Quarter of the Northeast Quarter of Section 22; thence continuing on said bearing 30.00 feet to the Southwest Corner of Champion's Addition; thence South 89° 07' 43" East, a distance of 475.59 feet to the Southeasterly corner of the Champion's Addition; thence continuing South 89° 07' 43" East on the North right-of-way line of Old U S Highway 40, a distance of 164.21 feet to the Westerly right-of-way line of U S Highway 77; thence continuing on said bearing a distance of 219.40 feet to the Southwesterly corner of the Kansas Department of Transportation Addition No.3 to Junction City, Kansas; thence South 23° 21' 04" East, a distance of 32.09 feet to a point on the South line of the North Half of the Northeast Quarter of Section 22 township 12 South Range 5 East; Thence South 89° 07' 43" East, a distance of 1150.40 feet to the North right-of-way line of the Union Pacific Railroad; thence North 60° 46' 30" East, on said Northerly railroad right-of-way a distance of 723.81 feet to the East line of the Northeast Quarter of Section 22 Township 12 South, Range 5 East also being the North right-of-way line of the Union Pacific Railroad and the South right-of-way line of I-70; thence Northeasterly along said right-of way line, a distance of 6160 feet to the intersection with the East line of Section 14, Township 12 South, Range 5 East; thence continuing Northeasterly on said right-of way line, a distance of 1190 feet to a point where the Union Pacific Railroad right-of-way intersects with a point where the right-of-way is 180 feet south of the centerline of Interstate 70 Highway; thence continuing Northeasterly along said right-of-way a distance of 1100 feet; thence Southeasterly perpendicular to the said right-of-way line, a distance of 126.1 feet to the intersection with the right-of-way of the old Missouri, Kansas & Texas Railroad Company; thence Northeasterly perpendicular to the MK&T Railroad centerline, a distance of 100 feet; thence Northerly at right angle to the last course, a distance of 40 feet; thence Northeasterly a distance of 190 feet; thence Northeasterly along said I-70 right-of-way line, a distance of 700 feet to a point on the East line of the Northwest Quarter of Section 13, Township 12 South, Range 5 East; thence continuing Northeasterly, a distance of 1842.8± feet to the intersection with the North line of said Section 13; thence continuing Northeasterly a distance of 565 feet; thence Northerly a distance of 122.1 feet; thence Northeasterly a distance of 670.3 feet; thence Easterly a distance of 465.4 feet to the East line of Section 12, Township 12 South, Range 5 East; thence continuing Easterly a distance of 300 feet; thence Northeasterly a distance of 250 feet; thence Northerly a distance of 210.95 feet; thence Northeasterly a distance of 741.6 feet; thence on an angle to the right of 31° 49' 00", a distance of 460.5 feet; thence on an angle to the left 12° 32' 00", a distance of 1025 feet; thence Easterly a distance of 1400 feet more or less to the centerline of the Smoky Hill River being the Westerly boundary of the City of Grandview Plaza; thence Northerly a distance of 800 feet along the centerline of the Smoky Hill River channel to the intersection with the Northerly right-of-way line of Interstate 70 Highway; thence Southwesterly on said right-of-way line of I-70, a distance of 910 feet; thence Westerly a distance of 680 feet; thence Southwesterly a distance of 1055 feet to the East line of Government Lot 6; thence continuing Southwesterly a distance of 480 feet to the Northeast corner of Matlock-Johnson 2<sup>nd</sup> Addition; thence North 72° 36' 44" West, a distance of 620.91 feet to the Northwesterly corner of the Matlock-Johnson 2<sup>nd</sup> Addition; thence West a distance of 125 feet to the centerline of the East Street right-of-way; thence continuing Westerly a distance

of 125 feet to the Northeast corner of Lot 1, Block 1 of the Matlock-Johnson Addition to Junction City, Kansas; thence North 76° 07' 42" West, a distance of 346.81 feet; thence North 82° 04' 23" West, a distance of 563.34 feet; thence North 83° 55' 23" West, a distance of 483.52 feet to the Northeast corner of the Peterson Addition; thence continuing along the northerly line of said addition, (also being the centerline of the old river channel, South 81° 49' 41", a distance of 230.33 feet; thence South 74° 43' 30" West, a distance of 207.00 Feet; thence South 56° 26' 17" West, a distance of 165.90 feet to the Northeast corner of the Mercantile Row Addition; thence continuing along the centerline of said abandoned river channel, South 55° 11' 54" West, a distance of 222.05 feet; thence South 41° 28' 43" West, a distance of 194.08 feet; thence South 24° 16' 58" West, a distance of 195.83 feet; thence South 12° 41' 23" West, a distance of 217.90 feet to the north right-of-way line of East Chestnut Street; thence South 88° 50' 38" West along the North Right-of Way line East Chestnut Street, a distance of 150.76 feet to the East right-of-way line of the Union Pacific Railroad; thence South 07° 47' 30" West along said right-of-way a distance of 201.69 feet; thence South 88° 04' 38" East, a distance of 181.5 feet to the Northwest corner of Lot 1, Block 1 of the John Q. Hammons Addition and the centerline of the old Smoky Hill River Channel; thence South 06° 56' 43" West, a distance of 233.19 feet; thence South 10° 52' 27" East, a distance of 290± feet to the Northeast corner of the Miller's Annexation Plat; thence North 88° 51' 00" West, a distance of 361.18 feet to the Westerly Right-of-Way line of the Union Pacific Railway Company; thence Northeasterly along the Westerly Right-of way line to the East-West Quarter Section line of Section 12 , Township 12 South, Range 5 East to the point of being, containing 9.84 square miles, more or less. IN Addition the following Tracts:

Tract II, J. E. Coffee Addition - A tract of land in Government Lot Six (6)., Special Section Twelve (12), Township Eleven (11) South, Range Five (5) East of the Sixth Principle Meridian, Geary County, Kansas, specifically described and located as follows: From the intersection of the centerline of the Eastbound lane of Kansas 57 with the lot line common to Government Lots Five (5) and Six (6), Special Section Twelve (12), Township Eleven (11) South, Range Five (5) East; thence South 52° 35' East along said centerline of the Eastbound lane, 1,090.15 feet; thence South 37° 25' West, a distance of 135.00 feet to a point recorded and described in a Dedication Deed in Book 64, on page 579, the point of beginning; thence North 52° 35' West, a distance of 188.86 feet; thence South 48° 25' 47" West, a distance of 322.57 feet; thence South 52° 35' East, a distance of 178.59 feet; .thence North 50° 13' East along the West line of the right-of-way described in said Dedication Deed, a distance of 324.70 feet to the point of beginning, containing 1.335 acres, more or less.

Tract III, Rolling Meadows Golf Club - A tract of land in the South Half (S 1/2) of Section Sixteen (16) and North Half (N 1/2) of Section Twenty-one (21), Township Eleven (11) South, Range Five (5) East of the Sixth Principle Meridian, Geary County, Kansas more particularly described as follows: Lots One (1) and Four (4), together with all accretions thereto, in Section Twenty-one (21), that portion of the Northwest Quarter (NW 1/4) of the Northeast Quarter (NE 1/4) of Section Twenty-one (21) lying South and West of the center of the right-of-way of Old U.S. Highway 77 and that portion of the South half of the South Half of the South Half (S 1/2; S 1/2; S 1/2) of Section Sixteen (16) lying South and West of the center of said right-of-way and North and East of the left bank of the Republican River, Township Eleven (11) South, Range

Five (5) East of the Sixth Principle Meridian, Geary County, Kansas, containing 160.12 acres, more or less.

Tract IV, U. S. Railway Manufacturing Company Addition – A tract of land located in Lot IV, Special Section 2 and Lots 7, 8, 9 and 10, Special Section 4, Township 11 South, Range 6 East of the Sixth Principle Meridian, Geary County, Kansas and described as follows: Beginning at the intersection of the Southeasterly right-of-way line of the Union Pacific Railroad and the Northeasterly right-of-way of a County Road, said intersection being 20.00 feet North 33° 31' 20" East of the Southwesterly line of Lot X, Special Section 4, Township 11 South, Range 6 East; thence North 33° 31' 20" East on the Southeasterly right-of-way line of the Union Pacific Railroad, a distance of 3,634.95 feet; thence South 56° 28' 40" East, a distance of 210.00 feet; thence South, a distance of 125.00 feet; thence South 11° 21' 04" East, a distance of 322.29 feet; thence South 33° 31' 20" West, a distance of 3,302.5 feet to the Northeasterly line of the County Road; thence North 56° 30' 00" West on said line, a distance of 506.43 feet to the point of beginning containing 41.0 acres more or less.

Tract V, Kaw Valley Industrial Park Addition - A TRACT of land Located in Lots 9, 10, 11 and 12, special Section 12, Township 11 South, Range 6 East of the Sixth Principle Meridian, Geary County, Kansas being more particularly described as follows: Commencing at the Southwest corner of said Lot 10, said point also being the centerline of Hoover Road right-of-way; thence on an assumed bearing of South 57° 35' 07" East along the Southerly line of said Lot 10 also being the centerline of Hoover Road right-of-way a distance 208.33 feet; thence South 32° 24' 53" West, a distance of 20.00 feet to a point on the Southerly right-of-way line of said Hoover Road, said point also being the Northeast corner of a tract of land described in Deed Book 39, Page 284 in the Office of the Register of Deeds, Geary County, Kansas said point also being the Point of Beginning of the tract to be described; thence South 57° 35' 07" East along said Southerly right-of-way line, a distance of 517.73 feet; thence North 32° 23' 41" East along the Southerly line of a tract of land described in Deed Book 95, Page 1723 in the office of the said Register of Deeds, a distance 1135.00 feet; thence South 57° 36' 19" East, a distance of 200.68 feet; thence South 32° 23' 41" West, a distance of 637.06 feet to the Northwest corner of a tract of land described in Deed Book 89, Page 1642 in the said office if the Register of Deeds; thence South 30° 02' 30" West along the Westerly line of said described tract of land a distance of 458.41 feet to the Southwest corner of said tract, said point also being the Northerly right-of-way line of Hoover Road; thence South 32° 24' 53" West a distance of 40.00 feet to a point on the Southerly right-of-way line of Hoover Road; thence South 32° 23' 41" west, a distance of 1937.65 feet to a point on the Southerly line of said Lot 12; thence North 58° 19' 14" west along said Southerly line a distance of 956.73 feet to the Southwest corner of said Lot 12, said point also being the Easterly right-of-way line of the Union Pacific Railroad; thence along said easterly right-of-way on a curve to the left having a radius of 10,317.20 feet, a chord bearing of North 33° 38' 49" East and a chord distance of 427.09 feet, an arc distance of 427.12 feet; thence continuing along said easterly right-of-way on a spiral curve to the left having a spiral length of 48.87 feet, a spiral radius of 10,385.07 feet and a theta of 00° 08' 06"; thence North 32° 27' 39" east continuing along said Easterly right-of-way a distance of 1076.85 feet to the Southwest corner of a tract of land described in Deed Book 39, Page 284 in the said office of the Register of Deeds; thence South 57° 35' 07" East along the Southerly line of said

tract a distance of 208.67 feet to the Southeast corner of said described tract of land; thence North 32° 24' 53" East along the Easterly line of said tract of land a distance of 397.33 feet to the point of beginning, containing 45.72 acres more or less.

LESS and except the following Tracts:

Tract I, Munson & FNB – A tract of land located in the North half of the Northeast Quarter of the Northwest Quarter of Section 10, Township 12 South, Range 5 East and the North half of the Northwest Quarter of the Northeast Quarter of said Section 10 of the 6<sup>th</sup> Principal Meridian, Geary County, Kansas more particularly described as follows: Beginning at the Southwest corner of the Northeast Quarter of the Northwest Quarter of Section 10, township 12 South, Range 5 East; thence on an assumed bearing of North 00° 46' 03" West, a distance of 625.98 feet; thence North 69° 46' 37" East, a distance of 397.91 feet to a point on the Westerly right-of-way line of U S Highway 77; thence Northwesterly along the Westerly right-of-way a distance of 230 feet; thence North continuing on said right-of-way a distance of 340 feet to the South right-of-way line of Highway K-18; thence North 89° 54' 23" East on the South right-of-way line, a distance of 1110 feet more or less to a point on the West line of the Northwest Quarter of the Northeast Quarter of Section 10, Township 12 South, Range 5 East also being the Northwest corner of Stone Ridge Manor Addition; thence South 00° 39' 20" East on said West line, a distance of 935 feet; thence North 89° 54' 23" East, a distance of 600 feet; thence North 00° 39' 20" West, a distance of 935 feet to the South right-of-way line of Highway K-18; thence North 89° 54' 23" East on said right-of-way, a distance of 750.00 feet; thence South 00° 02' 58" West, a distance of 45 feet; thence continuing South on a bearing of South 00° 53' 26" East; a distance of 471.15 feet to the centerline of a now existing stream; thence Southwesterly on the meandering centerline of the said stream to a point 243.23 feet West and 425.70 feet North of the Southwest corner of the Northeast Quarter of the Northeast Quarter section 10, Township 12 South, Range 5 East; thence North 89° 06' 43" East, a distance of 243.23 to the West line of said quarter/ quarter section; thence South 00° 53' 26" East, a distance of 425.70 feet to the South line of the North half of the Northeast Quarter of Section 10; thence North 88° 12' 49" West, a distance of 1639.70 feet to the East right-of-way line of U S Highway 77; thence continuing Westerly a distance of 163.70 feet to the West right-of-way line of U S Highway 77; thence South 89° 50' 38" West, a distance of 805.15 feet to the point of beginning, containing 60.2 acres more or less.

Tract II, Junction City Country Club Tract – A tract of land located in Section 10, Township 12 South, Range 5 East, of the 6<sup>th</sup> Principal Meridian, Geary County, Kansas, more particularly described as follows: Commencing at the common corner Sections 2, 3, 10 and 11, Township 12 South, Range 5 East; thence South 01° 14' East, a distance of 40.00 feet; thence South 89° 48' West, a distance of 330 feet to the point of beginning of a tract of land described as follows: Thence South 01° 14' East, a distance of 1280 feet; thence South 89° 48' East, a distance of 330 feet to the East line of Section 10; thence on an assume bearing South 01° 14' East , a distance of 1320 feet more of less to the East Quarter corner of Section 10; thence North 89° 56' 26" West on the Quarter section line, a distance of 1373.22 feet to the Southwest corner of the Country Club Hills Addition; thence North on the east line of said addition and 50 feet west of the West line of the Southwest Quarter of the Northeast Quarter of Section 10, a distance of

350.00 feet; thence North 63° 45' 49" East, a distance of 55.74 feet to the Southeast Corner of Lot 8 of the Replat of Lots 2 thru 11 Country Club Hills, a Final Plat to Junction City recorded at the Register of Deeds Office of said County in Plat Book "D" Page 09; thence N 63° 45' 49" E along the Northeasterly prolongation of the Southerly line of said Lot 8 a distance of 55.74 feet; thence N 00° 00' 00" E parallel to and 50' east of the East line of said Lot 8, a distance of 350.00 feet; thence N 89° 35' 23" W a distance of 50.00 feet to a point on said East line of Lot 8; thence North on the West line said quarter section a distance of 94.34 feet to the Southwesterly corner of the R. S. Flowers Estate; thence North 54° 10' 42" East along the Easterly line of said subdivision, a distance 223.71 feet; thence North 08° 47' 26" East, a distance of 478.00 feet; thence North 24° 39' 37" West, a distance 327.25 feet; thence on a curve to the right having a radius of 105.00 feet, and a central angle of 69° 36' 16", an arc length of 127.56 feet; thence North 44° 56' 39" East, a distance of 115.60 feet; thence on a curve to the left having a radius of 352.72 feet and a central angle of 45°36' 50" and an arc length 280.80 feet; thence North 00° 40' 11" West, a distance of 62.72 feet; thence on a curve to right having a radius of 1921.65 feet and a central angle of 05° 01' 35", an arc length of 168.58 feet; thence North 04° 21' 24" East, a distance of 151.16 feet to a point on the South right-of-way line of Highway K-18; thence North 89°54' 23" East, a distance of 730 feet to the point of beginning, containing 64.4 acres more or less.

**SECTION 2.** This Resolution supersedes the Resolution adopted December 22, 2008 under document referred to as "Resolution R-2530", which is repealed.

**SECTION3.** The City Clerk shall forthwith file a certified copy of this Resolution, with each of the following officers: the County Clerk of Geary County Kansas, the Register of Deeds of Geary County, Kansas, the election commissioner of Geary County, Kansas and the State Transportation Engineer of the State of Kansas.

**ADOPTED** by the Governing Body of the City of Junction City, Kansas this December 17, 2013.

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Cecil Aska, Mayor

**ATTEST:**

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Tyler Ficken, City Clerk

RESOLUTION R-2743

AREOLUTION DEFINING AND DESCRIBING THE CITY LIMITS AND BOUNDARIES OF THE CITY OF JUNCTION CITY, KANSAS PURSUANT TO KSA 12-517

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

**SECTION 1.** The Corporate Limits and Entire Boundaries of the City of Junction City, Kansas, are hereby declared, established and defined as:

**BOUNDARIES.** Tract I - Beginning at a point on the East-West quarter section line of Section Twelve (12) South, Range Five (5) East, Geary County, Kansas where said quarter section line intersects the Westerly right-of-way line of the Union Pacific Railway Company; thence Northeasterly and along said Westerly right-of-way line of the Union Pacific Railway Company to the Easterly extension of the North line of Third Street; thence Easterly and along said Easterly extension of the North line of Third Street, a distance of 398.0 feet to the Southeast corner of Sales Barn Addition to Junction City, Kansas; thence North, a distance of 690.38 feet; thence East and parallel with the South right-of-way line of the U.S. Highway No. 40, a distance of 335.76 feet to the Southeast corner of Sales Barn Addition; thence Northerly along the East line of said addition, a distance of 393.50 feet to a point, said point being the intersection to the East line of the Sales Barn Addition extended and the South line of Sixth Street Road; thence Easterly along the South line of said Sixth Street Road and said line extended to a point on the Old Fort Riley Military Reserve Line, also the Southwesterly line of Special Section Ten (10), Township Twelve (12) South, Range Five (5) East; thence Southeasterly along the Southwesterly line of said Special Section Ten (10), and also being the Centerline of the County Road, to the South Corner of Special Section Ten (10), Township Twelve (12) South, Range Five (5) East, thence Northerly and along the East line of said Special Section to the North right-of-way of Third Street extended to intersect with the East right-of-way line of Reynolds Street said point being the Southwest corner of St. Xavier Field Addition; thence East along the South line of said addition, a distance of 702.58 feet; thence North 00° 15' 00" East, a distance of 380.00 feet; thence West, a distance of 702.58 feet; thence North 00° 15' 00" East, a distance of 320 feet to the Southwest corner of the Fegan Addition to Junction City, Kansas; thence East along the South line of the said Fegan Addition, a distance of 702.58 feet to the Southeast corner of said Fegan Addition; thence North along the East line of said Fegan Addition, a distance of 310.00 feet to the South right-of-way line of Sixth Street; thence West along said right-of-way line, a distance of 702.58 feet to the West line of the Fegan Addition, said line also being the East line of Special Section Ten (10), Township Twelve (12) South, Range five (5) East; thence Northerly and along the East line of said Special Section Ten (10) to the Northeast corner of said Special Section Ten (10); thence Westerly and along the North line of said Special Section Ten (10), a distance of 494.20 feet; thence North a distance of 200.00 feet; thence West and parallel with North line of said Special Section Ten (10), a distance of 291.32 feet, to the West line of East Street extended; thence North and along said extension to the Easterly extension of the South line of Ninth Street; thence Westerly along said extension a distance of 450.00 feet, to the East line of Filley Street; thence Northerly and along the East line of Filley Street a distance of 3,800.00 feet to the North line of Eighteenth Street: thence

Westerly and along said North line of Eighteenth Street to the Easterly right-of-way of the Union Pacific Railway Company; thence Southwesterly and along said Easterly right-of-way line to the North line of Block Nineteen (19) of Railroad Addition to Junction City, Kansas, also being the South line of Seventeenth Street; thence Westerly and along the South line of Seventeenth Street a distance of 1,230.00 feet to the Northeasterly right-of-way line of the Union Pacific Railway Company Branch Line; thence Northwesterly and along the Northeasterly right-of-way line of said Union Pacific Railway Company Branch Line, to a point on the East line of Monroe Street; thence North along the said Monroe Street to the Southerly line of the Grant Avenue Annexation to the City of Junction City, Kansas; thence Northeasterly along said South line of the Grant Avenue Annexations, a distance of 1,240.00 feet to the Southerly line of the Gateway Acre Addition to Junction City, Kansas; thence North 65° 19' 25" East, a distance of 90 feet to the Southwest corner of said property; thence North 64° 35' 00" East, a distance of 869.21 feet; thence North 33° 05' 00" East, a distance of 95.69 feet to the Southeasterly corner of the Sewage Disposal Property of the City of Junction City, Kansas, to a point that is 100 feet distance Northwesterly, measured at right angles, from the center line of Track Number Thirty-Three (33) of the Union Pacific Railway Company as now constructed and operated; thence North 33° 05' 00" East and along the Easterly line of the said Sewage Disposal Plant a distance of 1,002.00 feet to the Southerly right-of-way line of Grant Avenue; thence North 66° 20' 00" East and along the said right-of-way line a distance of 190.33 feet; thence North 33° 05' 00" East and along the East right-of-way line of Grant Avenue, a distance of 624.00 feet to the South line of Lot Four (4), Block Seven (7), Grant Avenue Annexation of Junction City, Kansas; thence Southeasterly and along the South line of said Lot Four (4), Grant Avenue Annexation, a distance of 325 feet to the West right-of-way line of the Union Pacific Railway Company; thence Northeasterly along the West right-of-way line of the Union Pacific Railroad Company, a distance of 1,980 feet to the center line of Hoover Road; thence Southeasterly a distance of 40 feet; thence Northeasterly along the Union Pacific Railroad Company right-of-way line, a distance of 2,378.32 feet; thence continuing on a bearing of North 33° 31' 20" East, a distance of 1377.07 feet to the point of intersection of (former State Highway 18) Grant Avenue Easterly right-of-way line; (thence continuing on said bearing to the Southeasterly bank of the Republican River; thence Northwesterly and along South bank of the Republican River to the intersection of the line between Lot One (1) and Lot Two (2), Special Section Two (2), Township Eleven (11) South, Range Six (6) East; thence South 38° 21' 00" East, a distance of 609.52 feet to the Northwestern boundary of Rothfuss Addition No. Three (3) to Junction City, Kansas; thence South 30° 30' 00" West along said Northwestern boundary of Rothfuss Addition No. Three (3) a distance of 1,316.80 feet; thence South 56° 30' 00" East a distance of 1,435.00 feet; thence South 33° 30' 00" West a distance of 451.62 feet; thence South 56° 30' 00" East a distance of 60 feet to the Southwest corner of Cherokee Addition; thence South 56° 28' 39" East a distance of 336.06 feet to the Northwesterly corner of Moske Addition Unit No. 1; thence South 33° 31' 20" West, a distance of 265.83 feet; thence South 56° 28' 35" East, a distance of 165.00 feet to the Northwesterly corner of Lot 6, Block 2 of the Revised Plat of Valley Fort Addition; thence South 33° 30' 00" West, a distance of 804.28 feet to a point being 50.00 feet North of the Southwesterly corner of Lot Three (3), Block Three (3), Revised Plat of Valley Fort Addition; thence North 56° 30' 00" seconds West, a distance of 2,818.19 feet to the center line of the Republican River; thence South 07° 58' 13" West a distance of 1,366.65 feet to the

Southwesterly corner of Rothfuss Addition, Unit No.2; thence continuing South 05° 38' 26" West on said centerline of the Republican river, a distance of 1124.76 feet Southwesterly corner of Deer Trail Addition Unit No 1; thence South 57° 59' 07" East, a distance of 112.35 feet to the Northwesterly corner of Henderson Addition also being the Easterly High Bank of the Republican River; thence South 04° 11' 48" West, a distance of 315.51 feet; thence South 18° 55' 15" West, a distance of 250.97 feet; thence South 15° 45' 21" West, a distance of 252.58 feet; thence South 13° 50' 51" West, a distance of 244.25 feet to the Southwesterly line of Lot 7, SS3; thence South 57° 03' 00" East, a distance of 17.23 feet to the Northeasterly corner to T.M. Addition Unit 2; thence South 18° 33' 04" West, a distance of 626.54 feet along the right bank of the Republican River, to a point on the Easterly line of T.M. Addition Unit No. 2; thence South 54° 17' 12" West, a distance of 56.09 feet along the right bank of the Republican River to the Northwesterly corner of the Holiday Trailer Court Addition Number Two (2) to Junction City, Kansas; thence South 18° 10' 00" West along the Southeasterly bank of the Republican River, a distance of 41.99 feet; thence South 28° 19' 00" West along said Republican River bank, a distance of 629.16 feet; thence South 45° 45' 00" West and along the South Bank of the Republican River, a distance of 166.54 feet to the Northeast corner of Thompson & Schicktanx Annexation Number One Junction City, Kansas; thence South 42° 41' 00" West along the South Bank of the Republican River, a distance of 812.94 feet; thence Southwesterly, Westerly, and Northwesterly and along the South Bank of the Republican River to a point where the South or Southwesterly bank of the Republican River intersects the North line of Special Section Eleven (11), Township Twelve (12) South, Range Five (5) East; thence Northwesterly along said Republican River bank as follows: North 69° 31' 22" West, a distance of 76.56 feet; North 37° 43' 42" West, a distance of 112.29 feet; North 31° 05' 57" West, a distance of 81.20 feet; North 34° 29' 17" West, a distance of 79.64 feet; North 56° 45' 02" West, a distance of 99.64 feet; North 34° 38' 30" West, a distance of 94.38 feet; North 25° 40' 18" West, a distance of 91.12 feet.; North 33° 06' 29" West, a distance of 150.39 feet; North 72° 25' 31" West, a distance of 80.38 feet; North 80° 16' 06" West, a distance of 125.46 feet; North 69° 00' 32" West, a distance of 123.47 feet; North 63° 27' 45" West, a distance of 114.65 feet; North 62° 36' 17" West, a distance of 61.98 feet; North 42° 51' 29" West, a distance of 44.13 feet; North 29° 31' 57" West, a distance of 94.36 feet; North 25° 07' 30" West, a distance of 100.21 feet; North 30° 50' 54" West, a distance of 100.06 feet; North 37° 22' 29" West, a distance of 101.12 feet; North 39° 02' 52" West, a distance of 101.61 feet; North 61° 39' 22" West, a distance of 50.80 feet; North 36° 16' 24" West, a distance of 57.79 feet; North 32° 16' 39" West, a distance of 100.18 feet; North 24° 16' 12" West, a distance of 100.32 feet; North 20° 52' 27" West, a distance of 100.98 feet; North 27° 24' 42" West, a distance of 100.03 feet; North 19° 02' 10" West, a distance of 103.61 feet to the Northeasterly corner of the Schmedemann Addition to Junction City, Kansas, also being the Southeasterly corner of the Republican River Industrial Park Addition Unit Number Two (2) to Junction City, Kansas; thence continuing Northwesterly along said Republican River bank as follows: North 14° 36' 06" West, a distance of 115.24 feet; thence North 14° 27' 02" West, a distance of 62.49 feet; thence North 36° 31' 06" West, a distance of 143.50 feet; thence North 28° 46' 26" West, a distance of 50.04 feet; thence North 17° 34' 55" West, a distance of 56.26 feet; thence North 18° 46' 41" West, a distance of 176.35 feet; thence North 28° 01' 11" East, a distance of 37.68 feet; thence North 03° 38' 52" East, a distance of 78.75 feet; thence North 14° 24' 29" West, a distance of 29.64 feet; thence South 47° 08' 50"

West, a distance of 185.00 feet; thence North 42° 52' 19" West, a distance of 20.00 feet to a point on the Northeasterly line of Lot Six (6), Block One (1), Republican River Industrial park Addition Unit Number Two (2); thence North 47° 08' 50" East, a distance of 127.00 feet; thence North 42° 52' 19" West, a distance of 661.40 feet to the Northwesterly corner of said Lot 6; thence South 47° 08' 50" West, a distance of 846.92; thence South 42° 51' 10" East, a distance of 64.00 feet to a point on the Northeasterly line of the Republican River Industrial Park, Unit #1 Addition; thence North 52° 19' 30" West, a distance of 498.38 feet; thence South 37° 40' 30" West, a distance of 290.00 feet; thence South 52° 19' 30" East, a distance of 450.00 feet on the Northeasterly right-of-way of State Highway 57; thence South 52° 20' 08" East a distance of 668.08 feet; thence continuing along the Northeasterly right-of-way South 16° 52' 44" East, a distance of 414.39 feet to a point being the Southwest corner of the Republican River Industrial Park Addition Unit Number Two (2), said point being the Northwest corner of the Schmedemann Addition; thence Southeasterly along the Northeasterly right-of-way of State Highway 57 as follows: South 16° 58' 38" East, a distance of 171.50 feet, thence South 05° 39' 38" East, a distance of 102.00 feet; thence South 16° 58' 38" East, a distance of 155.33 feet to the Northwest corner of a State Highway Commission permanent easement; thence South 89° 44' 38" East, a distance of 47.82 feet; thence South 18° 09' 38" East, a distance of 150.00 feet; thence North 89° 44' 38" West, a distance of 51.20 feet to the Southwest corner of said State Highway Commission permanent easement; thence South 16° 58' 38" East, a distance of 726.32 feet to the point of intersection of the Northerly line of Lot Six (6) of Special Section Eleven (11), Township Twelve (12) South, Range Five (5) East and said Northeasterly right-of-way of State Highway 57 also being the the Northwesterly corner of Lot 1, Block 1, Replat of Tackwell Addition; thence South 16° 07' 00" East, a distance of 349.91 feet; thence South 18° 15' 26" East a distance of 469.34 feet; thence South 12° 44' 59" a distance of 23.45 feet; thence continuing on said bearing a distance of 100.00 feet; thence Southeasterly 60 feet to the North right of way of 18<sup>th</sup> Street; thence West, a distance of 129.00 feet to the Westerly right-of-way of State Highway 57; thence North and Northwesterly along said West and Southwesterly right-of-way line, a distance of 2,698 feet to the line between Lot Seven (7) and Lot Eight (8), Special Section Twelve (12), Township Eleven (11) South, Range Five (5) East of the Sixth Principal Meridian; thence Northwesterly along said right-of-way line, a distance of 1,269.4 feet to the intersection with the South right of way line of the County Road (known as Elmdale Road); thence South 49° 33' 50" West along South Right-of-Way line of the County Road (Elmdale), **to the intersection of said South right-of-way line with the Southerly extension of said Westerly right of way line of State Highway 57; thence Northwesterly on said right-of-way line extended, a distance of 61.8 feet to the intersection with the Northerly right-of-way line of the County Road (Commonly known as Elmdale Avenue Extension); thence S 50° 20' W, a distance of 1780 feet; thence N 55° 12' W, a distance of 36 feet to the Northeasterly corner of Westwood Heights 2<sup>nd</sup> addition;** a distance of 535.86 feet; thence South 40° 26' 10" East, a distance of 10 feet to the Northeasterly corner of the Carl Ehler's Addition; thence South 49° 33' 50" West along the Northerly line of Lot 1, Block 1 of the Carl Ehler's Addition, a distance of 354.98 feet to the Easterly boundary line of the Pepsi Cola Addition; thence South 40° 26' 10" East, a distance of 459.21 feet to the Southeasterly corner of the said addition; thence South 49° 33' 50" West, a distance of 328.20 feet; thence North 40° 26' 10" West, a distance of 459.21 feet; thence continuing on said bearing, a distance of 10 feet;

thence South 49° 33' 50" West along the county right-of-way a distance of 457.22 feet to the Northerly line of Northwind Place Addition Unit No. 2; thence South 39° 54' 58" East, a distance of 10 feet to the corner of Lot 13, Block 3 of Northwind Place Addition Unit No. 2; thence South 50° 05' 02" West, a distance of 212.15 feet to the intersection with the East right-of-way line of Elmdale Avenue in Junction City, Kansas, said point also being on the East line of Westwood Heights 2<sup>nd</sup> Addition; thence North

on said East line of Westwood Heights 2nd Addition 166.85 feet to the Northeasterly corner of said subdivision; thence North 53° 12' 00" West, a distance of 547.69 feet; thence South 05° 27' 08" West, a distance of 412.44 feet to the Northeast corner of Ehler's Addition; thence South 89° 56' 08" West along the North line of said addition a distance of 123.30 feet; South 00° 03' 52" East, a distance of 110.70 feet; thence South 66° 12' 08" West, a distance of 321.50 feet; thence South 05° 27' 08" West, a distance of 308.14 feet to a point on the North line of Ehler's Hill top Addition 180.84 feet West of the Northeast corner of said addition; thence South 89° 56' 08" West, a distance of 145.93 feet; thence South 00° 16' 09" East, a distance of 205.29 feet; thence South 89° 43' 51" West, a distance of 2161.34 feet to the Northwest corner of Ehler's Hilltop Addition; thence South 00° 19' 00" West, a distance of 335.41 feet to the Southwest Corner of the Southeast quarter of Section 34, Township 11 South, Range 5 East also being the Northwest corner of North Park Addition; thence South 89° 39' 36" West, a distance of 658.64 feet to the Southeast corner of Doc Hargreaves Hilltop Addition, Unit No. 1; thence North 00° 10' 12" East, a distance of 299.79 feet to the Southeast corner of doc Hargreaves Hilltop Addition, Unit No. 2; thence continuing on said bearing a distance of 1020.36 feet to the Southwesterly corner of Doc Hargreaves Hilltop Addition, Unit No. 3; thence North 89° 16' 10" East, a distance of 662.09 feet; thence North 00° 19' 00" East, a distance of 1194.33 feet to the Southerly line of Special Section 13, Township 11 South, Range 5 East; thence North 62° 07' 05" West, a distance of 515.00 feet to the Northeasterly corner of Doc Hargreaves Hilltop Addition, Unit No. 5; thence continuing on said bearing a distance of 1115.18 feet to the Northwest corner of said subdivision; thence South 28° 00' 05" West, a distance 325.00 feet; thence South 04° 02' 38" West, a distance of 205.71 feet; thence South 10° 23' 11" East, a distance of 481.53 feet; thence South 04° 02' 38" west, a distance of 513.30 feet; thence South 46° 12' 13" West, a distance of 446.74 feet; thence South 04° 02' 38" West, a distance of 148.01 feet; thence South 89° 39' 06" West, a distance of 285.11 feet; thence South 04° 02' 38" West, a distance of 30.09 feet; thence South 89° 39' 06" West, a distance of 314.92 feet to a point on the East right-of-way line of U S Highway 77; thence continuing Southerly along said right-of-way line on a curve to the left, having a radius of 5654.65 feet, a chord bearing of South 03° 53' 24" West and a chord distance of 30.08 feet, an arc length of 30.38 feet; to a point on the North line of the Southwest quarter of the Southwest quarter of Section 34; thence continuing along the East line of the right-of-way in a Southerly direction a distance of 1228.80 feet; thence South 79° 48' 22" East on the Easterly right-of-way line of U S Highway 77 extended for the county road (Rucker Road), a distance of 351.85 feet; thence South 27° 06' 52" East, a distance of 33.83 feet to a point on the South line of Section 34, Township 11 South, Range 5 East said point being 617.48 feet East of the Southwest corner of Section 34; thence South 00° 20' 24" East, a distance of 26.00 feet to the West right-of-way line of Rucker Road; thence South 81° 35' 30" West, a distance of 327.77 feet to the East right-of-way line of U S Highway 77; thence

South 12° 23' 59" East along the Easterly right-of-way line of U S Highway 77, a distance of 1240.25 feet; thence South 89° 44' 47" East, a distance of 40.99 feet to the Northwest corner of Prairie ridge Addition No. 1; thence South 12° 23' 59" East, a distance of 702.06 feet; thence South 05° 16' 29" East, a distance of 403.11 feet; thence South 12° 23' 59" East, a distance of 252.02 to the South line of the Northwest Quarter of Section 3, Township 12 South, Range 5 East; thence continuing on said bearing a distance of 847.98 feet; thence South 19° 48' 24" East, a distance of 56.44 feet to the Southwest corner of Prairie Ridge Addition No. 2; thence continuing southeasterly along the East right-of-way line of U S Highway 77 a distance of 1820 feet more or less to the North right –of-way line of Highway K-18; thence West on the North right-of-way line of Highway K 18 to the West right-of-way line of U S Highway 77; thence in Northwesterly direction along the west right-of-way line to the South line of the North one-half of the Northwest Quarter of Section 3, Township 12 South, Range 5 East also being the South line of Turkey Ridge Addition; thence South 89° 44' 48" East, a distance of 30 feet to the Southeast corner of Turkey Ridge Addition; thence North 12° 23' 59" West, a distance of 1151.92 feet to the Northeast corner of said subdivision; thence South 77° 36' 46" West, a distance of 65.15 feet to the East right–of-way line of Spring Valley Road; thence South 13° 34' 30" West, a distance of 327.42 feet on the said easterly right-of-way line; thence South 07° 17' 27" West, a distance of 35 feet to the Southerly right-of-way line of U S Highway 77; thence North 82° 42' 33" West on said southerly right-of-way line, a distance of 45 feet to a point on the West right-of-way line of Spring Valley Road; thence South 07° 17' 27" West, a distance of 130.23 feet to the Southeast corner of Lot1, Block1, Johnson's Boat-RV Storage Addition to Geary County; thence South 89° 42' 41" West, a distance of 15 feet to the Northeast corner of Lot1, Block1 of Sutter Highlands Subdivision; thence continuing on said bearing a distance 354.12 feet; thence North 07° 17'27" East, a distance of 617.95 feet to the South right-of-way line of Rucker Road; thence North 89° 42'43" East, a distance of 140.39 feet to the Westerly right-of-way line of U S Highway 77; thence North 00° 17' 17" East, a distance of 80 feet to the North right-of-way line of Rucker Road; thence South 89° 42'43" West, a distance of 41.7 feet to a point on the south line of Faith Tabernacle Addition No. 1; thence North 00° 03'27" East, a distance of 10 feet; thence South 89° 56' 33" East, a distance of 225.00 feet; thence North 04° 34' 24" East, a distance of 300.93 feet to the Northeast corner of Faith Tabernacle Addition No.1; thence North 89° 56' 33" West, a distance of 1280.39 feet to point on the East line of the Olivia Farms Subdivision; thence North 00° 26' 21" West, a distance of 1340.00 on the East line of said subdivision; thence South 89° 42' 41" West, a distance of 17.43 feet; thence North 00° 17' 19" West, a distance of 175.00 feet; thence South 89° 42' 41" West, a distance of 364.35 feet; thence North 11° 17' 14" West, a distance of 303.63 feet; thence North 03° 49' 23" West, a distance of 730.23 feet; thence North 15° 21' 39" East, a distance of 57.12 feet; thence North 06° 06' 51" East, a distance of 89.68 feet; thence North 32° 26' 49" West, a distance of 115.44 feet; thence North 71° 00' 29" West, a distance of 115.44 feet; thence South 70° 25' 51" West, a distance of 115.44 feet; thence South 31° 52' 12" West, a distance of 192.91 feet; thence South 26° 47' 56" West, a distance of 102.16 feet; thence South 59° 22' 17" West, a distance of 195.00 feet; thence South 30° 37' 43" East, a distance of 26.86 feet; thence South 59° 22' 17" West, a distance of 328.98 feet, thence South along the West line of the Southeast quarter of Section 33, Township 11 South Range 5 East also being the west line of the Olivia Farms Subdivision, South 00° 23' 26" East, a distance of 2591.62 feet to the Southwest corner of the Southeast quarter of Section 33, Township 11

South, Range 5 East; thence South 07° 27' 52" West, a distance of 40.37 feet to the South right-of-way line Rucker Road; thence North 89° 42' 43" East, a distance of 1957.07 feet to the Northwest corner of Sutter Highland Addition; thence South 00° 17' 28" East, a distance of 89.05 feet; thence South 07° 34' 27" West, a distance of 106.11 feet; thence South 81° 42' 01" west, a distance of 188.90 feet; thence South 39° 22' 45" West, a distance of 172.86 feet; thence South 06° 43' 13" East, a distance of 199.52 feet; thence South 23° 45' 24" East, a distance 117.61 feet; thence South 35° 47' 20" East, a distance of 74.95 feet; South 54° 12' 40" West, a distance of 225.03 feet; thence North 13° 27' 19" West, a distance of 166.69 feet; thence North 70° 26' 25" West, a distance of 191.98 feet; thence North 82° 37' 09" West, a distance of 105.66 feet; thence South 07° 22' 17" West, a distance of 686.01 feet; thence South 89° 38' 18" West, a distance of 1328.70 feet to the westerly line of Sutter Highlands Addition also being the West line of the Northeast Quarter of Section 4 Township 12 South Range 5 East; thence South 07° 27' 46" West, a distance of 1339.89 feet to the center of Section 4 Township 12 South Range 5 East also being the Northwest corner of Lot 13, Block 9 of Sutter Woods Subdivision to Junction City, Kansas; thence continuing south on the West line on a bearing of South 07° 26' 36" West, a distance of 1323.73 feet; thence North 89° 28' 36" East, a distance of 421.17 feet; thence South 00° 19' 02" East, a distance of 835.80 feet to a point on the North line of West Acres Subdivision No. 2; thence South 89° 40' 58" West along said North line a distance of 547.72 (P) feet to the West line of the Southeast Quarter of Section 4, Township 12 South, Range 5 East; thence South 07° 26' 36" West, a distance of 514.21 feet to the Southwest corner of the Southeast Quarter of Said Section 4; thence continuing South on the West line of the Northeast Quarter of Section 9 Township 12 South Range 5 East, a distance of 56.90 feet to the Northwest corner of the Junction City Middle School Addition; thence South 00° 38' 02" East, a distance of 2250.95 feet to the Southwest corner of said addition; thence North 89° 40' 52" East, a distance of 1335.48 feet; thence North 00° 39' 56" West, a distance of 1812.76 feet; thence North 89° 40' 52" East, a distance 1320 feet to the West right of way line of Spring Valley Road; thence South 00° 41' 42" East, a distance of 2137.43 feet to a point on the Quarter Section line of Section 9 Township 12 South Range 5 East, 40.00 feet West of the East line of said Section 9; thence continuing South 00° 41' 46" East on a line parallel to and 40.00 feet West of the East line of Section 9, a distance of 2658.67 feet to the South line of said Section 9; thence continuing South 40.00 feet to the Northeast corner of O'Neal Subdivision; thence North 89° 52' 30" West along the north line of said subdivision, a distance of 157.00 feet; thence South 00° 07' 00" East, a distance of 277.94 feet to a point on the North line of the O'Neal Tract; thence North 89° 56' 00" West, a distance 258.00 feet; thence South 00° 07' 00" East along the West line of said tract 547.58 feet to a point on the North line of the Chesterman Tract; thence North 89° 56' 00" West along the North line of said tract, a distance of 32.2 feet; thence South 00° 07' 00" East, a distance of 450.00 feet to a point on the North line of Spring Valley Addition, Unit No. 1 also being the North line of the South Half of the Northeast Quarter of Section 16, Township 12 South, Range 5 East, thence South 89° 22' 20" East, a distance of 774.13 feet to the Northeast corner of Spring Valley Addition, Unit No. 2; thence continuing on said bearing a distance of 66.77 feet to the Southeast corner of Oakwood Mill Townhouse Addition; thence North 00° 48' 39" West, a distance of 372.77 feet; thence South 89° 26' 04" West, a distance of 520.00 feet; thence North 00° 48' 39" West, a distance of 502.61 feet; thence North 89° 26' 04" East, a distance of 179.29 feet; thence North 00° 48' 39" West, a distance of 443.24 feet to a

point on the North line Section 16, Township 12 South Range 5 East also being the centerline of Liberty Hall Road; thence South  $89^{\circ} 26' 04''$  West, a distance of 987.43 feet to the Northwest corner of the Northeast Quarter of Section 16 also being the Northeast corner of A. C. Development Addition, Unit No. 1; thence continuing South  $89^{\circ} 28' 31''$  West, a distance of 200.00 feet; ~~thence South  $00^{\circ} 31' 29''$  East, a distance of 300.00 feet;~~ thence **continuing** South  $89^{\circ} 28' 31''$  West, a distance of 300.00 feet; ~~thence North  $00^{\circ} 31' 29''$  West, a distance of 300.00 feet;~~ thence South  $89^{\circ} 28' 31''$  West, a distance of 487.87 feet; thence South  $00^{\circ} 42' 15''$  East, a distance of 1321.87 feet to a point on the North line of the South Half of the Northwest Quarter of Section 16; **thence North  $89^{\circ} 22' 10''$  East, a distance of 991.87 feet to the Northwest Corner of the South Half of the Northeast Quarter of said Section 16; thence S  $00^{\circ} 51' 37''$  W along the west line of Spring Valley Addition No. 2, a distance of 1320.06 feet to the Northwest Corner of Hickory Hill Addition; thence continuing S  $00^{\circ} 51' 37''$  W along the West line of said Hickory Hill Addition, a distance of 1320.02 feet to the southwest corner of the North Half of the Southeast Quarter of said Section 16; thence continuing S  $00^{\circ} 51' 37''$  W along the West line of the East half of said Section 16 and the West line of A Replat of Lot 1, Block 1, A Replat of Tom Neal Industrial Park, a distance of 1024.02 feet;** ~~thence South  $89^{\circ} 22' 10''$  West, a distance of 1662.83 feet; thence South  $00^{\circ} 59' 55''$  East, a distance of 1332.71 to the West Quarter corner of Section 16; thence North  $89^{\circ} 57' 05''$  West, a distance of 2636.53 feet; thence North along the East line of the Northwest Quarter of Section 17, township 12 South, Range 5 East to the North line of said section; Thence West along the North line of said Section 17 to the Northwest Corner of said Section 17; thence South along the West line of said Section 17 to the Northwest Corner of the Southwest Quarter of Section 17;~~ ~~thence South  $00^{\circ} 53' 31''$  East, a distance of 2677.25 feet to the Southwest corner of said Southwest Quarter of Section 17; thence North  $89^{\circ} 49' 05''$  East, a distance of 2632.77 feet to the Southeast Corner of the Southwest Quarter of Section 17; thence North  $01^{\circ} 00' 54''$  West, a distance of 1044.5 feet to point of intersection with the I-70 Highway right of way; thence North  $88^{\circ} 59' 06''$  East, a distance of 20.00 feet along said Northerly right of way line; thence South  $17^{\circ} 42' 53''$  East, a distance of 313.20 feet; thence South  $01^{\circ} 10' 21''$  East, a distance of 678.25 feet on said Northerly right of way line; thence North  $89^{\circ} 53' 57''$  East along said right of way line a distance of 2522.13 feet to the East line of Section 17; thence continuing along the North right of way line North  $89^{\circ} 51' 46''$  East, a distance of 2015.13 feet; thence North  $25^{\circ} 32' 49''$  East, a distance of 307.57 feet; thence North  $04^{\circ} 18' 36''$  West, a distance of 84.81 feet; thence North  $74^{\circ} 47' 43''$  East, a distance of 212.69 feet; thence South  $58^{\circ} 36' 52''$  East, a distance 347.22 feet to a point on the East line of the Southwest Quarter of Section 16;~~ thence South  $58^{\circ} 02' 19''$  East, a distance of 63.19 feet; thence South  $74^{\circ} 16' 42''$  East; a distance of 744.46 feet; thence North  $89^{\circ} 11' 33''$  East, a distance of 1834.96 to the Southeast Corner Tom Neal Industrial Park; thence continuing Easterly on said bearing a distance of 30.0 feet to a point where the West right of way line of Spring Valley Road intersects with the North right of way line of I-70 Highway; thence South  $00^{\circ} 08' 56''$  West, a distance of 560.30 feet to the South right of way line of I-70 Highway; thence Easterly a distance of 26.22 feet along said right of way line to West right of way line of Spring Valley Road; thence South  $00^{\circ} 36' 04''$  West along said west right of way line a distance of **48.80 feet; thence N  $82^{\circ} 43' 22''$  W, 309.22 feet; thence South a distance of 50 feet; thence South 189.98 feet; thence East a distance of 308.32 feet; thence S  $00^{\circ} 36' 04''$  W a distance of 450.62** ~~739.40~~ feet to a point on the South line of the

Northwest Quarter of the Northwest Quarter 6.22 feet East of the Southwest corner of the NW1/4 of the NW1/4 of Section 22 Township 12 South Range 5 East; thence North 89° 23' 56" East, a distance of 263.78 feet; thence South 00° 20' 20" West, a distance of 40 feet to the Northwest corner of the I-70 Industrial Park West Addition; thence continuing on said bearing, a distance of 318.34 feet; thence North 89° 39' 40" West, a distance of 270.00; thence South 00° 20' 20" West, a distance of 973.38 feet to the Southwest corner of the Northwest Quarter of Section 22 Township 12 South Range 5 East; thence continuing South 00° 55' 20" East on the West line of said Section 22 a distance of 1631.30 feet; thence North 36° 14' 21" East, a distance of 589.10 feet; thence North 63° 12' 55" East, a distance of 464.72 feet; thence North 72° 12' 59" East, a distance of 597.04 feet; thence South 81° 19' 12" East, a distance of 436.15 feet; thence South 61° 40' 39" East, a distance of 702.68 feet; thence South 69° 41' 25" East, a distance of 266.18 feet to a point on the West line of the Southeast Quarter of Section 22; thence South 62° 43' 00" East, a distance of 253.93 feet; thence South 58° 46' 00" East, a distance of 221.46 feet; thence South 53° 44' 00" East, a distance of 93.83 feet; thence South 41° 26' 00" East, a distance of 115.65 feet; thence South 35° 33' 00" East, a distance of 111.70 feet; thence South 27° 36' 00" East, a distance of 110.97 feet; thence South 13° 17' 00" East, a distance of 55.54 feet; thence South 00° 27' 00" East, a distance of 149.09 feet; thence South 10° 07' 00" West, a distance of 690.80 feet; thence North 89° 12' 00" East, a distance of 1095.78 feet to the West right of way line U S Highway 77; thence Northerly on said West right of way line of U S Highway 77, a distance of 496.40 feet; thence Northwesterly on a curve to the left having a radius of 5659.65 feet an arc distance of 1581.00 feet; thence continuing Northwesterly on a tangent to said curve on the Westerly right of way line, a distance of 450.09 feet; thence North 24° 02' West, a distance of 814.38 feet to the Southerly right of way line of Union Pacific Railroad; thence South 59° 42' 40" West along said Southerly right of way line, a distance of 1171.66 feet to a point on the West line of the Southeast Quarter of said Section 22; thence North 00° 03' 00" West, a distance of 126.36 feet to the Northerly right of way line of the Union Pacific Railroad right of way; thence North 58° 39' 11" East, a distance of 560 feet more or less to the point of intersection of Tract "A", North Central Foundry Addition with the Northerly right of line of the Union Pacific Railroad, this also being a point on the Southerly line of the U S-77 Industrial Park Addition; thence North 60° 08' 19" East, a distance of 555.05 feet to the Westerly right-of-way line of U S Highway 77; thence North 23° 43' 20" West, along said right-of-way line a distance of 675.66 feet; thence North 78° 07' 18" West, a distance of 187.95 feet to the intersection of the Westerly right-of-way of U S Highway 77 and the South right-of-way line of Old US Highway 40; thence South 89° 39' 14" West, a distance of 241.62 feet to the Northwest corner of U S -77 Industrial Park Addition; thence continuing on said bearing a distance of 230.08 feet to the West line of the Northeast Quarter of Section 22; thence North 00° 20' 46" West, a distance of 30.00 feet to the Northwest corner of the Southwest Quarter of the Northeast Quarter of Section 22; thence continuing on said bearing 30.00 feet to the Southwest Corner of Champion's Addition; thence South 89° 07' 43" East, a distance of 475.59 feet to the Southeasterly corner of the Champion's Addition; thence continuing South 89° 07' 43" East on the North right-of-way line of Old U S Highway 40, a distance of 164.21 feet to the Westerly right-of-way line of U S Highway 77; thence continuing on said bearing a distance of 219.40 feet to the Southwesterly corner of the Kansas Department of Transportation Addition No.3 to Junction City, Kansas; thence South 23° 21' 04" East, a distance of 32.09 feet to a point on the

South line of the North Half of the Northeast Quarter of Section 22 township 12 South Range 5 East; Thence South  $89^{\circ} 07' 43''$  East, a distance of 1150.40 feet to the North right-of-way line of the Union Pacific Railroad; thence North  $60^{\circ} 46' 30''$  East, on said Northerly railroad right-of-way a distance of 723.81 feet to the East line of the Northeast Quarter of Section 22 Township 12 South, Range 5 East also being the North right-of-way line of the Union Pacific Railroad and the South right-of-way line of I-70; thence Northeasterly along said right-of way line, a distance of 6160 feet to the intersection with the East line of Section 14, Township 12 South, Range 5 East; thence continuing Northeasterly on said right-of way line, a distance of 1190 feet to a point where the Union Pacific Railroad right-of-way intersects with a point where the right-of-way is 180 feet south of the centerline of Interstate 70 Highway; thence continuing Northeasterly along said right-of-way a distance of 1100 feet; thence Southeasterly perpendicular to the said right-of-way line, a distance of 126.1 feet to the intersection with the right-of-way of the old Missouri, Kansas & Texas Railroad Company; thence Northeasterly perpendicular to the MK&T Railroad centerline, a distance of 100 feet; thence Northerly at right angle to the last course, a distance of 40 feet; thence Northeasterly a distance of 190 feet; thence Northeasterly along said I-70 right-of-way line, a distance of 700 feet to a point on the East line of the Northwest Quarter of Section 13, Township 12 South, Range 5 East; thence continuing Northeasterly, a distance of  $1842.8\pm$  feet to the intersection with the North line of said Section 13; thence continuing Northeasterly a distance of 565 feet; thence Northerly a distance of 122.1 feet; thence Northeasterly a distance of 670.3 feet; thence Easterly a distance of 465.4 feet to the East line of Section 12, Township 12 South, Range 5 East; thence continuing Easterly a distance of 300 feet; thence Northeasterly a distance of 250 feet; thence Northerly a distance of 210.95 feet; thence Northeasterly a distance of 741.6 feet; thence on an angle to the right of  $31^{\circ} 49' 00''$ , a distance of 460.5 feet; thence on an angle to the left  $12^{\circ} 32' 00''$ , a distance of 1025 feet; thence Easterly a distance of 1400 feet more or less to the centerline of the Smoky Hill River being the Westerly boundary of the City of Grandview Plaza; thence Northerly a distance of 800 feet along the centerline of the Smoky Hill River channel to the intersection with the Northerly right-of-way line of Interstate 70 Highway; thence Southwesterly on said right-of-way line of I-70, a distance of 910 feet; thence Westerly a distance of 680 feet; thence Southwesterly a distance of 1055 feet to the East line of Government Lot 6; thence continuing Southwesterly a distance of 480 feet to the Northeast corner of Matlock-Johnson 2<sup>nd</sup> Addition; thence North  $72^{\circ} 36' 44''$  West, a distance of 620.91 feet to the Northwesterly corner of the Matlock-Johnson 2<sup>nd</sup> Addition; thence West a distance of 125 feet to the centerline of the East Street right-of-way; thence continuing Westerly a distance of 125 feet to the Northeast corner of Lot 1, Block 1 of the Matlock-Johnson Addition to Junction City, Kansas; thence North  $76^{\circ} 07' 42''$  West, a distance of 346.81 feet; thence North  $82^{\circ} 04' 23''$  West, a distance of 563.34 feet; thence North  $83^{\circ} 55' 23''$  West, a distance of 483.52 feet to the Northeast corner of the Peterson Addition; thence continuing along the northerly line of said addition, (also being the centerline of the old river channel, South  $81^{\circ} 49' 41''$ , a distance of 230.33 feet; thence South  $74^{\circ} 43' 30''$  West, a distance of 207.00 Feet; thence South  $56^{\circ} 26' 17''$  West, a distance of 165.90 feet to the Northeast corner of the Mercantile Row Addition; thence continuing along the centerline of said abandoned river channel, South  $55^{\circ} 11' 54''$  West, a distance of 222.05 feet; thence South  $41^{\circ} 28' 43''$  West, a distance of 194.08 feet; thence South  $24^{\circ} 16' 58''$  West, a distance of 195.83 feet; thence South  $12^{\circ} 41' 23''$  West, a distance of 217.90 feet to the north right-of-way line of East Chestnut Street; thence South  $88^{\circ} 50' 38''$  West

along the North Right-of Way line East Chestnut Street, a distance of 150.76 feet to the East right-of-way line of the Union Pacific Railroad; thence South 07° 47' 30" West along said right-of-way a distance of 201.69 feet; thence South 88° 04' 38" East, a distance of 181.5 feet to the Northwest corner of Lot 1, Block 1 of the John Q. Hammons Addition and the centerline of the old Smoky Hill River Channel; thence South 06° 56' 43" West, a distance of 233.19 feet; thence South 10° 52' 27" East, a distance of 290± feet to the Northeast corner of the Miller's Annexation Plat; thence North 88° 51' 00" West, a distance of 361.18 feet to the Westerly Right-of-Way line of the Union Pacific Railway Company; thence Northeasterly along the Westerly Right-of way line to the East-West Quarter Section line of Section 12 , Township 12 South, Range 5 East to the point of being, containing **9.84 11.96** square miles, more or less. IN Addition the following Tracts:

Tract II, J. E. Coffee Addition - A tract of land in Government Lot Six (6)., Special Section Twelve (12), Township Eleven (11) South, Range Five (5) East of the Sixth Principle Meridian, Geary County, Kansas, specifically described and located as follows: From the intersection of the centerline of the Eastbound lane of Kansas 57 with the lot line common to Government Lots Five (5) and Six (6), Special Section Twelve (12), Township Eleven (11) South, Range Five (5) East; thence South 52° 35' East along said centerline of the Eastbound lane, 1,090.15 feet; thence South 37° 25' West, a distance of 135.00 feet to a point recorded and described in a Dedication Deed in Book 64, on page 579, the point of beginning; thence North 52° 35' West, a distance of 188.86 feet; thence South 48° 25' 47" West, a distance of 322.57 feet; thence South 52° 35' East, a distance of 178.59 feet; .thence North 50° 13' East along the West line of the right-of-way described in said Dedication Deed, a distance of 324.70 feet to the point of beginning, containing 1.335 acres, more or less.

Tract III, Rolling Meadows Golf Club - A tract of land in the South Half (S 1/2) of Section Sixteen (16) and North Half (N 1/2) of Section Twenty-one (21), Township Eleven (11) South, Range Five (5) East of the Sixth Principle Meridian, Geary County, Kansas more particularly described as follows: Lots One (1) and Four (4), together with all accretions thereto, in Section Twenty-one (21), that portion of the Northwest Quarter (NW 1/4) of the Northeast Quarter (NE 1/4) of Section Twenty-one (21) lying South and West of the center of the right-of-way of Old U.S. Highway 77 and that portion of the South half of the South Half of the South Half (S 1/2; S 1/2; S 1/2) of Section Sixteen (16) lying South and West of the center of said right-of-way and North and East of the left bank of the Republican River, Township Eleven (11) South, Range Five (5) East of the Sixth Principle Meridian, Geary County, Kansas, containing 160.12 acres, more or less.

Tract IV, U. S. Railway Manufacturing Company Addition – A tract of land located in Lot IV, Special Section 2 and Lots 7, 8, 9 and 10, Special Section 4, Township 11 South, Range 6 East of the Sixth Principle Meridian, Geary County, Kansas and described as follows: Beginning at the intersection of the Southeasterly right-of-way line of the Union Pacific Railroad and the Northeasterly right-of-way of a County Road, said intersection being 20.00 feet North 33° 31' 20" East of the Southwesterly line of Lot X, Special Section 4, Township 11 South, Range 6 East; thence North 33° 31' 20" East on the Southeasterly right-of-way line of the Union Pacific Railroad, a distance of 3,634.95 feet; thence South 56° 28' 40" East, a distance of 210.00 feet;

thence South, a distance of 125.00 feet; thence South 11° 21' 04" East, a distance of 322.29 feet; thence South 33° 31' 20" West, a distance of 3,302.5 feet to the Northeasterly line of the County Road; thence North 56° 30' 00" West on said line, a distance of 506.43 feet to the point of beginning containing 41.0 acres more or less.

Tract V, Kaw Valley Industrial Park Addition - A TRACT of land Located in Lots 9, 10, 11 and 12, special Section 12, Township 11 South, Range 6 East of the Sixth Principle Meridian, Geary County, Kansas being more particularly described as follows: Commencing at the Southwest corner of said Lot 10, said point also being the centerline of Hoover Road right-of-way; thence on an assumed bearing of South 57° 35' 07" East along the Southerly line of said Lot 10 also being the centerline of Hoover Road right-of-way a distance 208.33 feet; thence South 32° 24' 53" West, a distance of 20.00 feet to a point on the Southerly right-of-way line of said Hoover Road, said point also being the Northeast corner of a tract of land described in Deed Book 39, Page 284 in the Office of the Register of Deeds, Geary County, Kansas said point also being the Point of Beginning of the tract to be described; thence South 57° 35' 07" East along said Southerly right-of-way line, a distance of 517.73 feet; thence North 32° 23' 41" East along the Southerly line of a tract of land described in Deed Book 95, Page 1723 in the office of the said Register of Deeds, a distance 1135.00 feet; thence South 57° 36' 19" East, a distance of 200.68 feet; thence South 32° 23' 41" West, a distance of 637.06 feet to the Northwest corner of a tract of land described in Deed Book 89, Page 1642 in the said office if the Register of Deeds; thence South 30° 02' 30" West along the Westerly line of said described tract of land a distance of 458.41 feet to the Southwest corner of said tract, said point also being the Northerly right-of-way line of Hoover Road; thence South 32° 24' 53" West a distance of 40.00 feet to a point on the Southerly right-of-way line of Hoover Road; thence South 32° 23' 41" west, a distance of 1937.65 feet to a point on the Southerly line of said Lot 12; thence North 58° 19' 14" west along said Southerly line a distance of 956.73 feet to the Southwest corner of said Lot 12, said point also being the Easterly right-of-way line of the Union Pacific Railroad; thence along said easterly right-of-way on a curve to the left having a radius of 10,317.20 feet, a chord bearing of North 33° 38' 49" East and a chord distance of 427.09 feet, an arc distance of 427.12 feet; thence continuing along said easterly right-of-way on a spiral curve to the left having a spiral length of 48.87 feet, a spiral radius of 10,385.07 feet and a theta of 00° 08' 06"; thence North 32° 27' 39" east continuing along said Easterly right-of-way a distance of 1076.85 feet to the Southwest corner of a tract of land described in Deed Book 39, Page 284 in the said office of the Register of Deeds; thence South 57° 35' 07" East along the Southerly line of said tract a distance of 208.67 feet to the Southeast corner of said described tract of land; thence North 32° 24' 53" East along the Easterly line of said tract of land a distance of 397.33 feet to the point of beginning, containing 45.72 acres more or less.

LESS and except the following Tracts:

Tract I, Munson & FNB – A tract of land located in the North half of the Northeast Quarter of the Northwest Quarter of Section 10, Township 12 South, Range 5 East and the North half of the Northwest Quarter of the Northeast Quarter of said Section 10 of the 6<sup>th</sup> Principal Meridian, Geary County, Kansas more particularly described as follows: Beginning at the Southwest corner of the Northeast Quarter of the Northwest Quarter of Section 10, township 12 South,

Range 5 East; thence on an assumed bearing of North 00° 46' 03" West, a distance of 625.98 feet; thence North 69° 46' 37" East, a distance of 397.91 feet to a point on the Westerly right-of-way line of U S Highway 77; thence Northwesterly along the Westerly right-of-way a distance of 230 feet; thence North continuing on said right-of-way a distance of 340 feet to the South right-of-way line of Highway K-18; thence North 89° 54' 23" East on the South right-of-way line, a distance of 1110 feet more or less to a point on the West line of the Northwest Quarter of the Northeast Quarter of Section 10, Township 12 South, Range 5 East also being the Northwest corner of Stone Ridge Manor Addition; thence South 00° 39'20" East on said West line, a distance of 935 feet; thence North 89° 54' 23" East, a distance of 600 feet; thence North 00° 39'20" West, a distance of 935 feet to the South right-of-way line of Highway K-18; thence North 89° 54'23" East on said right-of-way, a distance of 750.00 feet; thence South 00° 02' 58" West, a distance of 45 feet; thence continuing South on a bearing of South 00° 53' 26" East; a distance of 471.15 feet to the centerline of a now existing stream; thence Southwesterly on the meandering centerline of the said stream to a point 243.23 feet West and 425.70 feet North of the Southwest corner of the Northeast Quarter of the Northeast Quarter section 10, Township 12 South, Range 5 East; thence North 89° 06' 43" East, a distance of 243.23 to the West line of said quarter/ quarter section; thence South 00° 53' 26" East, a distance of 425.70 feet to the South line of the North half of the Northeast Quarter of Section 10; thence North 88° 12' 49" West, a distance of 1639.70 feet to the East right-of-way line of U S Highway 77; thence continuing Westerly a distance of 163.70 feet to the West right-of-way line of U S Highway 77; thence South 89° 50' 38" West, a distance of 805.15 feet to the point of beginning, containing 60.2 acres more or less.

Tract II, Junction City Country Club Tract – A tract of land located in Section 10, Township 12 South, Range 5 East, of the 6<sup>th</sup> Principal Meridian, Geary County, Kansas, more particularly described as follows: Commencing at the common corner Sections 2, 3, 10 and 11, Township 12 South, Range 5 East; thence South 01° 14' East, a distance of 40.00 feet; thence South 89° 48' West, a distance of 330 feet to the point of beginning of a tract of land described as follows: Thence South 01° 14' East, a distance of 1280 feet; thence South 89° 48' East, a distance of 330 feet to the East line of Section 10; thence on an assume bearing South 01° 14' East , a distance of 1320 feet more of less to the East Quarter corner of Section 10; thence North 89° 56' 26" West on the Quarter section line, a distance of 1373.22 feet to the Southwest corner of the Country Club Hills Addition; thence North on the east line of said addition and 50 feet west of the West line of the Southwest Quarter of the Northeast Quarter of Section 10, a distance of 350.00 feet; thence North 63° 45' 49" East, a distance of 55.74 feet **to the Southeast Corner of Lot 8 of the Replat of Lots 2 thru 11 Country Club Hills, a Final Plat to Junction City recorded at the Register of Deeds Office of said County in Plat Book "D" Page 09; thence N 63° 45' 49" E along the Northeasterly prolongation of the Southerly line of said Lot 8 a distance of 55.74 feet; thence N 00° 00' 00" E parallel to and 50' east of the East line of said Lot 8, a distance of 350.00 feet; thence N 89° 35' 23" W a distance of 50.00 feet to a point on said East line of Lot 8;** thence North on the West line said quarter section a distance **of 94.34 feet** 469.34 to the Southwesterly corner of the R. S. Flowers Estate; thence North 54° 10' 42" East along the Easterly line of said subdivision, a distance 223.71 feet; thence North 08° 47' 26" East, a distance of 478.00 feet; thence North 24° 39' 37" West, a distance

327.25 feet; thence on a curve to the right having a radius of 105.00 feet, and a central angle of 69° 36' 16", an arc length of 127.56 feet; thence North 44° 56' 39" East, a distance of 115.60 feet; thence on a curve to the left having a radius of 352.72 feet and a central angle of 45°36' 50" and an arc length 280.80 feet; thence North 00° 40' 11" West, a distance of 62.72 feet; thence on a curve to right having a radius of 1921.65 feet and a central angle of 05° 01' 35", an arc length of 168.58 feet; thence North 04° 21' 24" East, a distance of 151.16 feet to a point on the South right-of-way line of Highway K-18; thence North 89°54' 23" East, a distance of 730 feet to the point of beginning, containing 64.4 acres more or less.

**SECTION 2.** This Resolution supersedes the Resolution adopted December 22, 2008 under document referred to as "Resolution R-2530", which is repealed.

**SECTION3.** The City Clerk shall forthwith file a certified copy of this Resolution, with each of the following officers: the County Clerk of Geary County Kansas, the Register of Deeds of Geary County, Kansas, the election commissioner of Geary County, Kansas and the State Transportation Engineer of the State of Kansas.

**ADOPTED** by the Governing Body of the City of Junction City, Kansas this December 17, 2013.

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Cecil Aska, Mayor

**ATTEST:**

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Tyler Ficken, City Clerk

**Backup material for agenda item:**

- h. Consideration of a letter of support for exemption for Acorns Resort from 90 day non-occupancy requirement.

# City of Junction City

## City Commission

### Agenda Memo

12-10-2013

**From:** Tyler Ficken, City Clerk  
**To:** Gerald Smith, City Manager  
**Subject:** **Acorns Resort Request for Letter of Support**

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**Objective:** Consider a letter of support for waiver of 90 day non-occupancy period

**Explanation of Issue:** The City received an e-mail from Mike Harris proprietor of Acorns Resort requesting a letter of support for waiver of the Army Corps of Engineers new 90 day non-occupancy period requirement. Mr. Harris provides information in his e-mail regarding the circumstances of the policy and the reasons for his request.

**Budget Impact:** None

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

1. Approve letter of support
2. Amend the letter of support

And also

3. Table the item.

**Enclosures:** Email requesting letter of support, draft letter of support

**Subject:** Acorns Resort Letter  
**From:** Mike Harris (acornsresort@yahoo.com)  
**To:** gerald.smith@jcks.com;  
**Date:** Tuesday, December 10, 2013 9:55 AM

Mr. Smith,

Thank you for your time yesterday as it relates to the long term camping program at Acorns Resort. A very brief synopsis of the current chain of events is as follows.

I have worked at Milford Reservoir in one capacity or another since August of 1993. Since that time, long term camping has been allowed at Milford Reservoir. It was not a policy at that time, but it was allowed to occur at both private and state campgrounds around the lake. I opened Acorns Resort, which has a lease on federal property with the US Army Corps of Engineers, in 2006. I had followed the lead of other leaseholders on the lake and also offered long term camping for 12 months of the year.

All of the leaseholders on the lake were notified that beginning October 4, 2010 a new "Long Term Camping Program" would be implemented. This new policy was the accumulation of 10 years of drafting and organizing. This new program would allow for long term camping to occur on up to 75% of a leaseholders camping sites for 9 months of the year and then those particular sites must remain vacant for the 90 day non-occupancy period (Dec, Jan, Feb). The other 25% of the sites would have to remain open for transient or overnight camping guests. Due to length of time to get various leaseholders to provide documentation plus length of time to get approvals from the COE the implementation date was pushed back numerous times. I requested in writing an exemption from the 90 day non-occupancy period in October 2011 and again verbally at a meeting on January 26, 2012. On February 22, 2012 I received written correspondence from Colonel Anthony Hofmann of the Kansas City District COE which denied my request for an exemption.

I was in receipt of a letter from the COE dated November 20, 2013 which stated in item #1 that "All seasonal camping sites that were identified on your maps are required to be cleared of all camping vehicles and personnel property debris by December 1st through the end of February each year." The letter continues to say that during December the COE personnel will be performing a review of the campsites to ensure compliance with the new policy. During the week of Dec. 2 we observed COE employees driving through the campground, taking notes and pictures. The letter continues to state "If a campsite is found to have a camping unit still onsite past Dec. 1st you will have 30 days to clear the site before our return after the New Year holiday."

I have two primary concerns with the new policy. I currently have 31 campers staying with me. If I understand the policy correctly I would have to "evict" 20 of these campers from the campground. I could have 11 campers stay as they could utilize the other 25% of the campsites that were not determined to be long term camping sites. My first concern is revenue. If I lose 20 campers who each pay a monthly fee for a three month period I will lose a significant amount of direct revenue plus other incidental revenue such as convenience store sales, visitor passes, etc. These same people may or may not return after the 90 day non-occupancy period which could then further erode my revenue stream. My reduced revenue also leads to a loss of sales tax to the State of Kansas and Geary County, and decreased property tax due to closing of campsites and thus reduced revenue. My second concern is that these people will have no where to go. My current 31 campers consists of 15 active duty military families (one is a spouse and kids whose husband is deployed) stationed at Fort Riley, 14 contractors performing work at Fort Riley, and two civilians. Since all campgrounds at the lake are in the same scenario they would be unable to move to another campsite at Milford Lake and a review of two private campgrounds in the Junction City area show that they are currently full. These are the homes for these people and this new policy being implemented will basically evict them during the Holiday season. These families are staying in campers for a variety of reasons. First and foremost is that they enjoy the great outdoors and most, if not all, participate in hunting, fishing, boating, swimming, etc. Even during the winter I see them bird watching, walking the trails, and being very active. Since most of them are only here for a short while they do not want to

purchase a home or sign long term rental leases. They may even own a home in another area and so don't want to purchase a second. Camping can be a very economical method of housing for them.

By now, you might be questioning how this relates to Junction City. I can assure you that these families are purchasing groceries in Junction City, gas, dining, entertainment, shopping, etc. which leads to increased sales tax revenues as well as providing income to other local businesses. The more people I can continue to recruit to visit my business or do long term stays will also help the City of Junction City. If these people are required to leave they will most likely be staying at Four Seasons in Abilene, KS or going East towards Topeka. My best guess is that they will then be making purchases in other cities where they will re-locate to.

It is my hope that your office can provide a letter in support of my request for an exemption from the 90 day non-occupancy period. If I need to provide additional information or if you have further questions please let me know and I will get them answered as quickly as possible. Thanks for your attention to this matter.

Mike Harris

ACORNS RESORT 3710 Farnum Creek Road Milford, KS 66514  
Phone:765-483-4004 Fax:765-463-4002  
acornsresort@yahoo.com      www.acornsresortkansas.com

**Cecil Aska  
Mayor**



P. O Box 287  
Municipal Building  
Junction City, KS 66441  
(785) 238-3103 ext.300

**Mayor's Office**

December 10, 2013

Mike Harris  
Acorns Resort  
3710 Farnum Creed Road  
Milford, KS 66514

RE: Letter of Support

Dear Mr. Harris:

It is the City's pleasure to write a letter in support of your exemption from the 90 day non-occupancy period you describe in your e-mail dated December 10, 2013.

Junction City & Geary County is a diverse community that meets the needs of many different types of residents. We agree that camping can be a very economical method of housing for your patrons. In addition, we would question the merit of making additional campsites available for short term patrons during winter months when occupancy by short term patrons is likely minimal.

Some individuals make the decision to enjoy the outdoors by living near hunting, fishing, boating, and swimming facilities. These recreational opportunities add to the long list of reasons why Junction City/Geary County is a great place to live. Additionally, the residents add to our community with sales tax dollars when shopping for groceries, fuel, dining, entertainment and other services.

It is most concerning that you are being forced to "evict" your patrons during the holiday season.

We respectfully support your request for the Corps of Engineers to reconsider their decision to deny your request for exemption from the 90 day non-occupancy period.

Sincerely,

Cecil Aska  
Mayor  
Junction City, KS