

February 03, 2015
City Commission Room, 700 N. Jefferson, Junction City KS 66441

Mayor Michael Ryan
Vice Mayor Mick McCallister
Commissioner Pat Landes
Commissioner Jim Sands
Commissioner Cecil Aska
City Manager Allen Dinkel
City Attorney Catherine Logan
City Clerk Tyler Ficken

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

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

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

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

- a. Consideration of Appropriation Ordinance A-3 dated January 13, 2015 to January 27, 2015 in the amount of \$1,158,497.67.
- b. Consideration of City Commission Minutes for January 20, 2015.

4. **SPECIAL PRESENTATIONS:**

- a. Recognize Brian Heldstab and Andrew Brinkman as new Firefighter/EMTs. Chief Royse presenting.
- b. Recognition of three new paramedics, Sear Carr, Brad White and Jonathan York. Chief Royse presenting.

5. **NEW BUSINESS:**

- a. Consideration of EDC request to revise the Revolving Loan Fund application.
- b. Consideration of the Option to Purchase Agreement for the city-owned property at 10th and Washington
- c. Consideration and Approval of a Professional Engineering Services Contract for the 2015 Street Maintenance Program - Design - KAW Valley Engineering

- d. Consideration and Approval of a Professional Engineering Services Contract for 2015 Airport Improvement Projects - HW Lochner, Inc.
- e. Consideration and Approval of a Geometric Improvement Agreement between KDOT and the City - Franklin & 6th Street - Intergovernmental Agreement
- f. Consideration and Approval of KDOT 2015 KLINK (Washington Street Re-surfacing) Inter-governmental Agreement
- g. Consideration and Approval of a Contract Amendment for Veolia Water Contract Operations for Water and Wastewater Treatment for 2015
- h. Consideration and Approval of the Waiver of the Procurement Process and Award of Contract for East WWTP Sludge Decant Valves

6. **COMMISSIONER COMMENTS:**

7. **STAFF COMMENTS:**

8. **ADJOURNMENT:**

Backup material for agenda item:

- a. Consideration of Appropriation Ordinance A-3 dated January 13, 2015 to January 27, 2015 in the amount of \$1,158,497.67.

City of Junction City

City Commission

Agenda Memo

February 3rd 2015

From: Cynthia Sinkler, Water Billing and Accounts Payable Manager
To: *City Commissioners*
Subject: Consideration of Appropriation Ordinance A-3 dated-Jan 13th-Jan 27th 2015 in the amount of \$1,158,497.67

Background: Attached is a Listing and Checks of the Appropriations for Jan 13th-Jan 27th 2015

Appropriations: Jan 13th-Jan 27th 2015

ACH Payment

Emprise	\$29,643.20
Columbia Capital	\$1,290.00
KDHE	\$35,598.93
Security Bank of KS	\$54,268.80

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	GENERAL FUND	INTERNAL REVENUE SERVICE	1/23/15	FEDERAL WITHHOLDING	32,697.92
			1/23/15	SOCIAL SECURITY WITHHOLDIN	6,461.03
			1/23/15	MEDICARE WITHHOLDING	4,272.30
		JUNCTION CITY FIREFIGHTERS AID ASSOCIA	1/23/15	FIREFIGHTERS AID ASSOCIATI	127.50
		COVENTRY HEALTH SYSTEMS	1/09/15	PHS EMPLOYEE	3,301.84
			1/23/15	PHS EMPLOYEE	3,301.84
			1/09/15	PHS EMP/CHILD	253.84
			1/23/15	PHS EMP/CHILD	253.84
			1/09/15	PHS EMP/SPOUSE	979.27
			1/23/15	PHS EMP/SPOUSE	979.26
			1/09/15	PHS FAMILY	500.78
			1/23/15	PHS FAMILY	500.78
			1/09/15	PHS FAMILY #2	631.19
			1/23/15	PHS FAMILY #2	633.86
			1/09/15	PHS FAMILY #3	1,137.30
			1/23/15	PHS FAMILY #3	1,137.30
			1/09/15	PHS EC 3000	1,347.54
			1/23/15	PHS EC 3000	1,347.55
			1/09/15	PHS FAMILY 3000	817.64
			1/23/15	PHS FAMILY 3000	931.73
		JAN HAMILTON, CH.13 TRUSTEE-	1/23/15	12-41834	600.00
		CARVER & BLANTON SHEA	1/23/15	GARNISHMENT	166.91
		CITY OF JUNCTION CITY	1/09/15	CITY OF JUNCTION CITY (G-F	27.50
			1/23/15	CITY OF JUNCTION CITY (G-F	27.50
			1/09/15	TELEPHONE REIMBURSEMENT	34.00
			1/23/15	TELEPHONE REIMBURSEMENT	32.89
			1/09/15	TELEPHONE REIMBURSEMENT	264.32
			1/23/15	TELEPHONE REIMBURSEMENT	264.30
		CITY OF JUNCTION CITY PETTY CASH 10743	1/22/15	R CHARLAND REIMBURSE OVERP	50.00
			1/22/15	UNITED HEALTHCARE AMB OVER	463.11
			1/22/15	S LORD REFUND OVERPMT	29.93
		KANSAS PAYMENT CENTER	1/23/15	GARNISHMENT	546.62
			1/23/15	KANSAS PAYMENT CENTER	303.29
		W H GRIFFIN, TRUSTEE	1/23/15	12-22755-13	696.93
		NAT'L INSURANCE MARKETING BROKERS LLC	1/09/15	CITY OF JC VOLUNTARY BENEF	814.57
			1/23/15	CITY OF JC VOLUNTARY BENEF	814.56
			1/09/15	CITY OF JC BEFORE TAX	1,015.74
			1/23/15	CITY OF JC BEFORE TAX	1,015.73
		PAYLOGIX	1/23/15	PAYCHECK DIRECT	52.26
		DELTA DENTAL (PAYROLL)	1/09/15	DELTA DENTAL OF KANSAS	654.50
			1/23/15	DELTA DENTAL OF KANSAS	657.18
		GREAT WEST FINANCIAL	1/23/15	GREAT WEST FINANCIAL	3,858.11
		O PYO CROSS	1/21/15	FIRE PROCEEDS-1307 W 9TH S	5,000.00
		FIREMEN'S RELIEF ASSOCIATION	1/23/15	FIREMANS RELIEF	226.44
		GEARY COUNTY SHERIFF	12/29/14	BOOKING FEE DECEMBER 2014	2,094.00
		JUNCTION CITY FIRE FIGHTERS ASSOCIATIO	1/23/15	I.A.F.F. LOCAL 3309	1,584.00
		JCPOA	1/23/15	JCPOA	797.38
		KANSAS DEPT OF REVENUE	1/23/15	STATE WITHHOLDING	9,956.30
		KANSAS PUBLIC EMPLOYEES	1/23/15	KPERS #1	2,713.76
			1/23/15	KP&F	15,893.76
			1/23/15	KPERS #2	2,587.40
			1/23/15	KPERS #3	13.17
		CITY OF JC FLEX SPENDING ACCT 1074334	1/23/15	FLEX SPENDING-1074334	2,530.06
		POLICE & FIREMEN'S	1/09/15	POLICE & FIRE INSURANCE	1,176.86
			1/23/15	POLICE & FIRE INSURANCE	1,203.53
		FLEXIBLE SPENDING ACCOUNT #1074334	1/23/15	FIRST STATE BANK	34.64

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT
		ROLLING MEADOWS GOLF COURSE	1/23/15	ROLLING MEADOWS GOLF COURS	48.65
		KANSAS STATE TREASURER	12/31/14	REINSTATEMENT FEES	1,164.00
			12/31/14	JUDICIAL EDUCATION FEES	143.50
			12/31/14	LAW ENFORCEMENT FEES	5,698.50
			12/31/14	COMMUNITY CORRECTIONS	1,145.00
		UNITED WAY OF JUNCTION CITY-GEARY COUN	1/23/15	UNITED WAY	180.75
				TOTAL:	128,195.96
GENERAL FUND	GENERAL FUND	CITY OF JUNCTION CITY PETTY CASH 10743	1/22/15	Z COLEMAN PAYROLL CHARGEBA	237.43
			1/22/15	D BOBBIT PAYROLL CHARGBAC	378.47
			1/22/15	C SINKLIER PAYROLL CHARGE	20.00
			1/22/15	GE CO CLERK CANDIDATE REG	35.00
			1/22/15	HW BIGGS CANDIDATE REG FEE	45.00
			1/22/15	GE CO CLERK CANDIDATE RED	10.00
		COLLECTION BUREAU OF KANSAS INC	12/31/14	WATER-DEC 2014 COL FEES	426.82
			12/31/14	COURT-DEC 2014 COL FEES	201.70
		EARLY CHILDHOOD FAMILY NETWORK	1/26/15	GYM DEPOSIT REFUN-1/24/201	100.00
		CARD CENTER	12/31/14	CM-DEC 2014 OVER 1 PENNY	0.01
				TOTAL:	1,364.41
INFORMATION TECHNOLOGY GENERAL FUND		INTERNAL REVENUE SERVICE	1/23/15	SOCIAL SECURITY WITHHOLDIN	47.57
			1/23/15	MEDICARE WITHHOLDING	11.13
		CENTURYLINK COMMUNICATION, INC.	1/16/15	INFORMATION SYSTEMS	14.27
		NAT'L INSURANCE MARKETING BROKERS LLC	1/23/15	CITY OF JC EMPLOYER PD LIF	2.70
		DELTA DENTAL (PAYROLL)	1/09/15	DELTA DENTAL OF KANSAS	5.62
			1/23/15	DELTA DENTAL OF KANSAS	5.62
		KANSAS PUBLIC EMPLOYEES	1/23/15	KPERS #1	73.94
			1/23/15	KPERS INSURANCE	6.63
		KERIT	1/22/15	INFORMATION TECH-WORK COMP	430.66
		INCODE	2/01/15	Report Writer	105.93
			2/01/15	Web Publishing Fees	200.00
		CARD CENTER	12/31/14	IT Director - Surface Pro	1,855.41
			12/31/14	IT Tech - Surface Pro	1,855.40
				TOTAL:	4,614.88
ADMINISTRATION	GENERAL FUND	INTERNAL REVENUE SERVICE	1/23/15	SOCIAL SECURITY WITHHOLDIN	378.56
			1/23/15	MEDICARE WITHHOLDING	88.53
		COVENTRY HEALTH SYSTEMS	1/09/15	PHS EMPLOYEE	17.62
			1/23/15	PHS EMPLOYEE	17.62
			1/09/15	PHS EMP/SPOUSE	52.87
			1/23/15	PHS EMP/SPOUSE	52.87
			1/09/15	PHS FAMILY #2	72.44
			1/23/15	PHS FAMILY #2	72.44
			1/09/15	PHS FAMILY 3000	26.43
			1/23/15	PHS FAMILY 3000	79.30
		CENTURYLINK COMMUNICATION, INC.	1/16/15	ADMINISTRATION	237.59
			1/16/15	ADMINISTRATIVE SERVICES	14.27
			1/16/15	EDC-ADMINISTRATION	28.54
			1/16/15	ADMINISTRATION	14.27
		STAPLES ADVANTAGE	1/03/15	PENS, ENVELOPE MOISTENERS	16.60
			1/03/15	LABEL MAKER TAPE-BLUE	33.59
			1/10/15	BLACK & MAGENTA INK CARTRI	62.66
			1/10/15	KLEENEX & 3 TAB FOLDERS	27.30
		CITY ATTY ASSN OF KANSAS	1/05/15	CITY ATTY ASSN DUES-LOGAN	35.00
		WOODRIVER ENERGY LLC	12/31/14	DEC 2014-700 N JEFFERSON(G	2,079.62
		MUNICIPAL CODE CORPORATION	1/13/15	2015 ANNUAL FEE-ORDINANCES	600.00

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT
		CITY OF JUNCTION CITY PETTY CASH 10743	1/22/15	HRMN- ARRINGTON DUES	40.00
			1/22/15	T FICKEN- KERIT MILEAGE RE	137.76
			1/22/15	Y PHELPS XMAS PARTY REIMBU	30.31
			1/22/15	GE CO REG DEEDS LAND BANK	240.00
		AGENDAPAL CORPORATION	1/17/15	AGENDAPAL	449.00
		NAT'L INSURANCE MARKETING BROKERS LLC	1/23/15	CITY OF JC EMPLOYER PD LIF	18.41
		GALLAGHER BENEFIT SERVICES, INC.	1/22/15	JAN 2015 COBRA	191.00
			1/22/15	JAN 2015 FLEX SPENDING FEE	305.00
		DELTA DENTAL (PAYROLL)	1/09/15	DELTA DENTAL OF KANSAS	32.59
			1/23/15	DELTA DENTAL OF KANSAS	39.33
			1/09/15	DELTA DENTAL OF KANSAS	4.55
			1/23/15	DELTA DENTAL OF KANSAS	4.55
		MICK MCCALLISTER	1/23/15	TRVL REIMB-LEADERS RETREAT	277.30
		KANSAS PUBLIC EMPLOYEES	1/23/15	KPERS #1	349.74
			1/23/15	KPERS #2	142.50
			1/23/15	KPERS INSURANCE	44.14
		KERIT	1/22/15	ADMIN-WORKERS COMP	882.14
		TMHC SERVICES, INC.	1/22/15	RANDOM DRUG TEST DOT PARTS	115.50
			1/22/15	RANDOM DRUG TESTING	382.50
		THE PRINTERY	12/20/14	ARLANDRO ARRINGTON-BC	65.00
			1/19/15	BUSINESS CARDS-DINKEL, FIC	140.00
		CARD CENTER	12/31/14	ARRINGTON,ARLANDRO-DEC 201	479.99
			12/31/14	POWERCAT SPORTS GRILL-KACM	30.00
			12/31/14	WALMART-XMAS PARTY FOOD	75.93
			12/31/14	CAPITAL PLAZA -BEATTY-EXCE	15.00
			12/31/14	CAPITAL PLAZA -BEATTY-EXCE	15.00
			12/31/14	IKES-LUNCH-BEATTY AND RYAN	45.10
			12/31/14	COACHS-LUNCH-BEATTY AND RY	29.70
			12/31/14	FREDPRYOR CAREERTRACK	83.17
			12/31/14	DOLLAR TREE-XMAS SUPPLIES	50.00
			12/31/14	HOBBY LOBBY-XMAS SUPPLIES	36.18
			12/31/14	DOLLAR TREE-XMAS SUPPLIES	14.00
			12/31/14	WALMART-XMAS SUPPLIES	119.35
			12/31/14	DILLONS-XMAS SUPPLIES	8.99
			12/31/14	DILLONS-XMAS SUPPLIES	17.98
			12/31/14	WALMART-XMAS SUPPLIES	88.02
			12/31/14	PARTY CITY-XMAS SUPPLIES	27.01
			12/31/14	WALMART-XMAS SUPPLIES	5.96
			12/31/14	WATERS TRUE VALUE-XMAS SUP	3.98
			12/31/14	DOLLAR TREE-XMAS SUPPLIES	5.00
			12/31/14	KFC-XMAS PARTY FOOD	168.90
			12/31/14	UPS-PACKAGE MAILED TO G SM	12.65
		SAM'S CLUB	12/31/14	FOOD FOR CITY XMAS PARTY	238.03
		LATHROP & GAGE LLP	1/08/15	LEGAL SERVICES	1,254.00
		WEST PAYMENT CENTER	12/31/14	DEC 1 2014-DEC 31 2014	<u>216.83</u>
				TOTAL:	10,940.21
BUILDING MAINTENANCE	GENERAL FUND	INTERNAL REVENUE SERVICE	1/23/15	SOCIAL SECURITY WITHHOLDIN	182.73
			1/23/15	MEDICARE WITHHOLDING	42.74
		COVENTRY HEALTH SYSTEMS	1/09/15	PHS EMPLOYEE	412.38
			1/23/15	PHS EMPLOYEE	412.38
		AIR FILTER PLUS INC	1/15/15	FILTERS FOR CITY BLDG	755.28
		NAT'L INSURANCE MARKETING BROKERS LLC	1/23/15	CITY OF JC EMPLOYER PD LIF	21.02
		WEX BANK	12/31/14	BUILDING MAINT-DEC 2014-PU	166.85
		DELTA DENTAL (PAYROLL)	1/09/15	DELTA DENTAL OF KANSAS	7.64
			1/23/15	DELTA DENTAL OF KANSAS	7.64

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT
			1/09/15	DELTA DENTAL OF KANSAS	22.76
			1/23/15	DELTA DENTAL OF KANSAS	22.76
		KANSAS PUBLIC EMPLOYEES	1/23/15	KPERS #1	118.74
			1/23/15	KPERS #2	174.30
			1/23/15	KPERS INSURANCE	26.28
		KERIT	1/22/15	BUILDING-WORKERS COMP	829.16
		MASSCO	1/08/15	BATHROOM SUPPLIES, PARKS/B	507.63
		CARD CENTER	12/31/14	EPOXY, BLDG MAINT.	4.99
			12/31/14	BULB, OPERA HOUSE	42.90
			12/31/14	THERMOSTAT GUARDS, M.B.	26.99
			12/31/14	PLUMBERS PUTTY, BLDG MAINT	3.29
			12/31/14	URINAL PARTS, OPERA HOUSE	107.70
			12/31/14	SUPPLIES FOR JANITOR	17.80
			12/31/14	DOOR STOP, M.B.	14.98
			12/31/14	SIND DRAINS PARTS, BLDG MA	20.53
			12/31/14	STUCCO/PUTTY KNIFE, BLDG M	9.28
			12/31/14	CLAMP, BIT, BLDG MAINT.	11.98
			12/31/14	MOUSE TRAP, BLDG MAINT.	9.98
			12/31/14	BALLAST, OPERA HOUSE	618.95
			12/31/14	FLOOD LAMP, AIRPORT TOWER	98.08
			12/31/14	LATCHBOLT, BLDG MAINT.	12.99
			12/31/14	DRILL/CORNER BRACE, CODES	21.87
			12/31/14	BULB FLAG POLE, M.B.	87.96
			12/31/14	OIL, TRUCK 117	4.19
			12/31/14	PANELING, M.B. CINDY'S OFF	70.98
			12/31/14	LIQ. NAILS/MISC. CINDY'S O	54.30
			12/31/14	MISC. SUPPLIES, M.B. CINDY	16.78
			12/31/14	BULBS, BLDG MAINT.	83.04
			12/31/14	RESTROOM PARTS, M.B.	24.99
			12/31/14	TABLE SAW BLADE, BLDG MAIN	29.99
		SAM'S CLUB	12/31/14	CLEANING SUPPLIES-CITY HAL	136.76
		THERMAL COMFORT AIR, INC	12/28/14	REPAIRED A/C UNIT, OPERA H	950.98
			12/28/14	CLEANED A/C COIL OPERA HOU	90.00
			12/28/14	CLEANED FURNACE, LOUIS NAD	30.00
		UNIQUE BODY & COLOR	1/20/15		2,750.00
				TOTAL:	9,052.57
PARKS	GENERAL FUND	INTERNAL REVENUE SERVICE	1/23/15	SOCIAL SECURITY WITHHOLDIN	568.06
			1/23/15	MEDICARE WITHHOLDING	132.85
		COVENTRY HEALTH SYSTEMS	1/09/15	PHS EMPLOYEE	881.15
			1/23/15	PHS EMPLOYEE	881.15
			1/09/15	PHS FAMILY #3	176.23
			1/23/15	PHS FAMILY #3	176.23
		NAT'L INSURANCE MARKETING BROKERS LLC	1/23/15	CITY OF JC EMPLOYER PD LIF	50.77
		WEX BANK	12/31/14	PARKS-DEC 2014-FUEL	507.98
		DELTA DENTAL (PAYROLL)	1/09/15	DELTA DENTAL OF KANSAS	44.94
			1/23/15	DELTA DENTAL OF KANSAS	44.94
			1/09/15	DELTA DENTAL OF KANSAS	45.52
			1/23/15	DELTA DENTAL OF KANSAS	45.52
		WESTAR ENERGY	1/27/15	513 N JEFFERSON-JAN 2015	526.28
		KANSAS PUBLIC EMPLOYEES	1/23/15	KPERS #1	636.65
			1/23/15	KPERS #2	195.40
			1/23/15	KPERS INSURANCE	74.60
		KERIT	1/22/15	PARKS-WORKERS COMP	1,922.33
		MASSCO	1/08/15	BATHROOM SUPPLIES, PARKS/B	223.00
		CARD CENTER	12/31/14	CAPITAL PLAZA -WEINMAN-EXC	15.00

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT
			12/31/14	CAPITAL PLAZA -WEINMAN-EXC	15.00
			12/31/14	FREDPRYOR CAREERTRACK	83.17
			12/31/14	KRPA CONFERENCE, ED	265.00
			12/31/14	OUTDOOR TIMER	9.99
			12/31/14	BATTERY, TRUCK 683	207.26
			12/31/14	LOF LABOR, TRUCK 109	17.50
			12/31/14	LOF OIL/PARTS, TRUCK 109	41.00
			12/31/14	DRILL HAMMER	17.99
			12/31/14	LETTERS/NUMBERS	3.49
			12/31/14	SREWS/DRILL BIT	44.58
			12/31/14	TIMERS FOR CHRISTMAS LIGHT	52.38
			12/31/14	AIR COMP. RENTAL, RATHERT	156.88
			12/31/14	CONTROL MODULE, TRK 127	43.99
			12/31/14	COMPRESSOR DEPOSIT REFUND	50.00-
			12/31/14	TIME CLOCK RIBBON	19.95
			12/31/14	LIGHT COVER, PICNIC SHELTE	139.65
			12/31/14	FREDPRY-EXCEL TRNG-WEINMAN	103.00
		SAM'S CLUB	12/31/14	GLOVES-PARKS-	119.88
				TOTAL:	8,439.31
SWIMMING POOL	GENERAL FUND	SECURITY SOLUTIONS INC	1/23/15	ALARM CITY POOL-1017 W 5TH	15.00
		KERIT	1/22/15	POOL-WORKERS COMP	941.65
		CARD CENTER	12/31/14	KRPA MEMBERSHIP, JOSH GRAY	70.00
			12/31/14	KRPA CONFERENCE, JOSH GRAY	255.00
				TOTAL:	1,281.65
SPIN CITY	GENERAL FUND	INTERNAL REVENUE SERVICE	1/23/15	SOCIAL SECURITY WITHHOLDIN	280.08
			1/23/15	MEDICARE WITHHOLDING	65.53
		COVENTRY HEALTH SYSTEMS	1/09/15	PHS EMPLOYEE	176.23
			1/23/15	PHS EMPLOYEE	176.23
		LINDSAY MARRS	12/31/14	TRVL REIMB-DEC 1--DEC 31 2	23.59
			12/31/14	TRVL REIMB-NOV 1 -NOV 30 2	31.91
		NAT'L INSURANCE MARKETING BROKERS LLC	1/23/15	CITY OF JC EMPLOYER PD LIF	8.44
		ROADSIDE VENTURES	1/27/15	FEB 2015-RENT BILLBOARD	350.00
		DELTA DENTAL (PAYROLL)	1/09/15	DELTA DENTAL OF KANSAS	11.38
			1/23/15	DELTA DENTAL OF KANSAS	11.38
		SECURITY SOLUTIONS INC	1/23/15	ALARM-915 S WASHINGTON	25.00
		KANSAS PUBLIC EMPLOYEES	1/23/15	KPERS #1	139.11
			1/23/15	KPERS INSURANCE	12.47
		KERIT	1/22/15	SPIN CITY-WORKERS COMP	381.67
		SNACK EXPRESS	1/23/15	SANDWICHES, PUNCH, CANDY	519.40
		CARD CENTER	12/31/14	WATERS-BUILDING MAINTENANC	77.12
			12/31/14	WALMART-CLEANING SUPPLIES	134.99
			12/31/14	WALMART-FOOD	286.53
			12/31/14	WALMART-OFFICE SUPPLIES	230.06
			12/31/14	WALMART-KITCHEN SUPPLIES	60.23
			12/31/14	SPOTIFY-MUSIC SUBSCRIPTION	9.99
			12/31/14	WALMART-PIZZA, SYRUP, MILK, P	276.59
			12/31/14	WALMART-TAPE, MARKERS, BATTE	74.78
			12/31/14	WALMART-TOILET CLNR, DISH S	11.28
			12/31/14	BOLTS/SCREWS/MISC., SPIN C	49.09
			12/31/14	KEY ENTRY LOCKSET, SPIN CI	56.99
			12/31/14	GATE LATCH, SPIN CITY	11.99
			12/31/14	FLOOR LAMPS, SPIN CITY	34.02
			12/31/14	PLYWOOD, SPIN CITY	27.47
				TOTAL:	3,553.55

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT		
AIRPORT	GENERAL FUND	CITY OF JUNCTION CITY PETTY CASH 10743	1/22/15	KDHE-AIRPORT UNDERGROUND T	20.00		
		DAVE'S ELECTRIC, INC.	12/31/14	AIRPORT- SOCK LIGHTS	1,244.47		
		TOTAL:				1,264.47	
GOLF COURSE	GENERAL FUND	INTERNAL REVENUE SERVICE	1/23/15	SOCIAL SECURITY WITHHOLDIN	381.01		
			1/23/15	MEDICARE WITHHOLDING	89.10		
		JOHN DEERE LANDSCAPES/LESCO	1/16/15	ICE MELT/ GLOVES	34.64		
			1/23/15	JOB CREDIT MAINTENANCE	20.00-		
			1/23/15	CHEM/FERT/GOLF SUPPLIES/IR	543.68		
			1/23/15	CHEM/FERT/GOLF SUPPLIES/IR	3,028.44		
			1/23/15	CHEM/FERT/GOLF SUPPLIES/IR	107.23		
			1/23/15	CHEM/FERT/GOLF SUPPLIES/IR	1,046.75		
			1/26/15	FERTILIZER/FLAG STICKS/CHE	456.90		
			1/26/15	FERTILIZER/FLAG STICKS/CHE	664.00		
			1/26/15	FERTILIZER/FLAG STICKS/CHE	346.50		
			1/26/15	PRE-M AQUACAP HERB.	865.00		
		COVENTRY HEALTH SYSTEMS	1/09/15	PHS EMPLOYEE	176.23		
			1/23/15	PHS EMPLOYEE	176.23		
		CENTURYLINK COMMUNICATION, INC.	1/16/15	GOLF COURSE	149.84		
		REGELMAN LIQUOR STORE	1/16/15	BEER SUPPLIES	24.05		
		PROFESSIONAL TURF PRODUCTS	1/16/15	EQUIP REPAIR PARTS	111.35		
			1/16/15	EQUIP REPAIR PARTS	45.92		
			1/26/15	BEDKNIFE-EDGEMAX/SCREW-BED	629.11		
		PROPANE CENTRAL	1/26/15	HEATING PROPANE-MAINT.SHOP	542.77		
		NAT'L INSURANCE MARKETING BROKERS LLC	1/23/15	CITY OF JC EMPLOYER PD LIF	19.14		
		CROWN DISTRIBUTORS, INC.	1/23/15	BEER SUPPLIES	24.03		
		DS&O RURAL ELECTRIC	12/31/14	GOLF CLUB HOUSE	1,050.75		
			12/31/14	GOLF COURSE	1,327.56		
			12/31/14	GOLF COURSE-CART SHED	84.32		
		DELTA DENTAL (PAYROLL)	1/09/15	DELTA DENTAL OF KANSAS	22.47		
			1/23/15	DELTA DENTAL OF KANSAS	22.47		
			1/09/15	DELTA DENTAL OF KANSAS	11.38		
			1/23/15	DELTA DENTAL OF KANSAS	11.38		
		FLINT HILLS BEVERAGE LLC	12/05/14	BEER SUPPLY RETURN	48.06-		
			1/23/15	BEER SUPPLIES	53.73		
		GOLDEN WEST INDUSTRIAL	1/23/15	GLOVES NITRILE XL	311.77		
		KANSAS PUBLIC EMPLOYEES	1/23/15	KPERS #2	458.48		
			1/23/15	KPERS INSURANCE	41.10		
		KERIT	1/22/15	GOLF-WORKERS COMP	645.28		
		MASEK GOLF CAR COMPANY	1/26/15	GOLF CART EQUIP PART	20.00		
		SNACK EXPRESS	1/23/15	FOOD / VENDING SUPPLIES	23.25		
			1/23/15	FOOD / VENDING SUPPLIES	43.00		
			1/23/15	FOOD / VENDING SUPPLIES	7.50		
			1/23/15	FOOD / VENDING SUPPLIES	28.00		
		CARD CENTER	1/12/15	WAL-MART	44.40		
			1/12/15	WAL-MART	15.44		
			1/12/15	WAL-MART	15.18		
			1/12/15	FEDEX OFFICE	27.00		
			1/12/15	WATERS TRUE VALUE	30.97		
			1/12/15	NAPA AUTO	109.46		
			1/12/15	KS DEPT OF AGRICULTURE	51.25		
		TIELKE ENTERPRISE, LLC	1/23/15	SANDWICHES	39.79		
		TOTAL:				13,889.79	
		AMBULANCE	GENERAL FUND	INTERNAL REVENUE SERVICE	1/23/15	SOCIAL SECURITY WITHHOLDIN	58.71
					1/23/15	MEDICARE WITHHOLDING	345.40

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT
		COVENTRY HEALTH SYSTEMS	1/09/15	PHS EMPLOYEE	1,101.44
			1/23/15	PHS EMPLOYEE	1,101.44
			1/09/15	PHS EMP/SPOUSE	176.23
			1/23/15	PHS EMP/SPOUSE	176.23
			1/09/15	PHS FAMILY #2	181.09
			1/23/15	PHS FAMILY #2	181.09
			1/09/15	PHS FAMILY #3	118.07
			1/23/15	PHS FAMILY #3	118.07
			1/09/15	PHS EC 3000	176.23
			1/23/15	PHS EC 3000	176.23
			1/09/15	PHS FAMILY 3000	118.07
			1/23/15	PHS FAMILY 3000	118.07
		CENTURYLINK COMMUNICATION, INC.	1/16/15	AMBULANCE	46.38
		CENTURY BUSINESS TECHNOLOGIES	12/19/14	Copier Usage - Color 50%	0.72
			12/19/14	Copier Usage - BW 50%	11.09
		DANKO EMERGENCY EQUIPMENT CO.	1/14/15	RETURN BOOTS (WRONG SIZE)	262.00-
			1/14/15	BOOTS/ROOK	278.46
		KA-COMM	1/23/15	SERVICE CONTRACT/MAINT AMB	173.50
		GARAGE DOOR PLACE	1/15/15	GARAGE DOOR OPENERS & PROG	168.00
			1/15/15	GARAGE DOOR OPENERS & PROG	85.00
		NAT'L INSURANCE MARKETING BROKERS LLC	1/23/15	CITY OF JC EMPLOYER PD LIF	118.99
		WEX BANK	12/31/14	AMBULANCE-DEC 2014-FUEL	1,792.58
			12/31/14	AMBULANCE-DEC 2014-FUEL	489.41
		DELTA DENTAL (PAYROLL)	1/09/15	DELTA DENTAL OF KANSAS	164.92
			1/23/15	DELTA DENTAL OF KANSAS	164.92
			1/09/15	DELTA DENTAL OF KANSAS	28.46
			1/23/15	DELTA DENTAL OF KANSAS	28.46
		KANSAS PUBLIC EMPLOYEES	1/23/15	KPERS #1	117.12
			1/23/15	KP&F	4,841.39
			1/23/15	KPERS INSURANCE	10.50
		KERIT	1/22/15	AMBULANCE-WORKERS COMP	19,988.33
		NAPA AUTO PARTS OF J.C.	1/15/15	BATTERY/M3	86.43
		CARD CENTER	12/31/14	FREDPRYOR CAREERTRACK	83.17
			12/31/14	WALMART/KITCHEN SUPPLIES	73.76
			12/31/14	WATERS/SAUTE PAN, UNIVERSAL	76.76
			12/31/14	AIRGAS/MEDICAL OXYGEN	45.30
			12/31/14	AIRGAS/MEDICAL OXYGEN	24.53
			12/31/14	AIRGAS/MEDICAL OXYGEN	52.99
			12/31/14	AIRGAS/MEDICAL OXYGEN	57.27
			12/31/14	FIRESTORE/NOMEX HOODS	257.00
			12/31/14	KEMSA/EMT PATCHES	96.00
			12/31/14	WALMART/OFFICE SUPPLIES	15.27
			12/31/14	AIRGAS/MEDICAL OXYGEN	93.63
			12/31/14	AIRGAS/HARD HATS/ PARKS DE	250.32
			12/31/14	JIMCLARK/ALIGN SUSPENSION	24.18
			12/31/14	JIMCLARK/ALIGN SUSPENSION	127.15
			12/31/14	BEMS/EMT RELICENSING	640.00
			12/31/14	OREILLY/MOTOR OIL MED UNIT	27.98
			12/31/14	WESTERNEXT/CONNECTOR M2	11.09
		T.O.HAAS TIRES	12/31/14	TIRES/M3	390.32
				TOTAL:	34,825.75
ANIMAL SHELTER	GENERAL FUND	GEARY COUNTY CLERK	12/31/14	DEC 2014-ANIMAL SHELTER FE	8,002.79
			12/31/14	NOV 2014-ANIMAL SHELTER FE	9,517.75
				TOTAL:	17,520.54

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT		
COUNTY/INS ZONING SVCS	GENERAL FUND	CENTURYLINK COMMUNICATION, INC.	1/16/15	ZONING/COUNTY INSPECTION	14.27		
		CENTURY BUSINESS TECHNOLOGIES	12/19/14	Copier Usage - Color 34%	37.23		
			12/19/14	Copier Usage - BW 34%	9.83		
		KACPZO TREASURER	1/23/15	2015-MEMBERSHIP DUES-YEARO	35.00		
				TOTAL:	96.33		
ENGINEERING	GENERAL FUND	INTERNAL REVENUE SERVICE	1/23/15	SOCIAL SECURITY WITHHOLDIN	58.70		
			1/23/15	MEDICARE WITHHOLDING	13.73		
		COVENTRY HEALTH SYSTEMS	1/09/15	PHS EMPLOYEE	44.05		
			1/23/15	PHS EMPLOYEE	44.06		
			1/09/15	PHS EC 3000	44.06		
			1/23/15	PHS EC 3000	44.06		
		CENTURY BUSINESS TECHNOLOGIES	12/19/14	Copier Usage - Color 33%	37.21		
			12/19/14	Copier Usage - BW 33%	9.83		
		CARTEGRAPH SYSTEMS, INC.	1/02/15	CarteLite - Subscript - 50	294.75		
			1/02/15	CarteLite - Subscr - 50%	294.75		
		NAT'L INSURANCE MARKETING BROKERS LLC	1/23/15	CITY OF JC EMPLOYER PD LIF	4.50		
		DELTA DENTAL (PAYROLL)	1/09/15	DELTA DENTAL OF KANSAS	11.24		
			1/23/15	DELTA DENTAL OF KANSAS	11.24		
			1/09/15	DELTA DENTAL OF KANSAS	2.84		
			1/23/15	DELTA DENTAL OF KANSAS	2.85		
		KANSAS PUBLIC EMPLOYEES	1/23/15	KPERS #2	97.28		
			1/23/15	KPERS INSURANCE	8.73		
		KERIT	1/22/15	ENGINEERING-WORKERS COMP	459.77		
		CARD CENTER	12/31/14	FREDPRYOR CAREERTRACK	83.17		
			12/31/14	WALMART PAINT & SUPPLIES	52.55		
			12/31/14	WALMART PAINT & SUPPLIES	52.54		
			12/31/14	WALMART CHARGER/ENG TOOLS/	26.27		
			12/31/14	WALMART CHARGER/ENG TOOLS/	26.27		
			12/31/14	WALMART CHARGER/ENG TOOLS/	26.27		
			12/31/14	WALMART BATTERIES (VARIOUS	18.71		
			12/31/14	WALMART JUMPER CABLES,ENVE	40.75		
			12/31/14	SUBWAY APWA SEMINAR/WORKSH	7.06		
			12/31/14	DILLIONS FUEL KDOT MTG US	29.50		
				TOTAL:	1,846.74		
		CODES ENFORCEMENT	GENERAL FUND	INTERNAL REVENUE SERVICE	1/23/15	SOCIAL SECURITY WITHHOLDIN	445.08
					1/23/15	MEDICARE WITHHOLDING	104.09
				COVENTRY HEALTH SYSTEMS	1/09/15	PHS EMPLOYEE	176.23
					1/23/15	PHS EMPLOYEE	176.23
					1/09/15	PHS EC 3000	176.23
					1/23/15	PHS EC 3000	176.23
	1/09/15			PHS FAMILY 3000	176.23		
	1/23/15			PHS FAMILY 3000	176.23		
CENTURYLINK COMMUNICATION, INC.	1/16/15			CODE ENFORCEMENT	35.67		
CHAMPIONS CAR AND TRUCK WASH	12/31/14			TRUCK 726	7.50		
	12/31/14			TRUCK 720	5.80		
	12/31/14			DISCOUNT	1.33-		
CENTURY BUSINESS TECHNOLOGIES	12/19/14			Copier Usage - Color 33%	37.21		
	12/19/14			Copier Usage - BW 33%	9.83		
NAT'L INSURANCE MARKETING BROKERS LLC	1/23/15			CITY OF JC EMPLOYER PD LIF	38.24		
WEX BANK	12/31/14			B & C-DEC 2014-FUEL	427.17		
DELTA DENTAL (PAYROLL)	1/09/15			DELTA DENTAL OF KANSAS	67.41		
	1/23/15			DELTA DENTAL OF KANSAS	67.41		
	1/09/15			DELTA DENTAL OF KANSAS	11.38		
	1/23/15			DELTA DENTAL OF KANSAS	11.38		

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT
		GEARY COUNTY REGISTER DEEDS	1/23/15	LIEN-01232015-1-UNPAID BLI	80.00
			1/23/15	LIEN-01232015-2-UNPAID BLI	100.00
			1/20/15	GEARY COUNTY REGISTER DEE	60.00
			1/20/15	GEARY COUNTY REGISTER DEE	100.00
			1/20/15	GEARY COUNTY REGISTER DEE	100.00
			1/21/15	GEARY COUNTY REGISTER DEE	100.00
			1/21/15	GEARY COUNTY REGISTER DEE	100.00
			1/23/15	LIEN RELEASE-01232015-1	80.00
		EAE ENTERPRISES	1/08/15	BLDG & CODES SHIRTS- KRAJK	90.00
		KANSAS PUBLIC EMPLOYEES	1/23/15	KPERS #1	498.34
			1/23/15	KPERS #2	123.77
			1/23/15	KPERS #3	121.34
			1/23/15	KPERS INSURANCE	66.67
		KERIT	1/22/15	INSPECTIONS-WORKERS COMP	2,910.72
		CARD CENTER	12/31/14	FREDPRYOR CAREERTRACK	83.17
			12/31/14	STAPLES - TAX REFUND	10.41-
			12/31/14	ORSCHELN-OIL, TRUCK 726	3.89
			12/31/14	ORSCHELN- CELL PHONE CASE	6.51
				TOTAL:	6,938.22
POLICE	GENERAL FUND	INTERNAL REVENUE SERVICE	1/23/15	SOCIAL SECURITY WITHHOLDIN	918.02
			1/23/15	SOCIAL SECURITY WITHHOLDIN	1,285.80
			1/23/15	SOCIAL SECURITY WITHHOLDIN	10.51
			1/23/15	MEDICARE WITHHOLDING	1,265.76
			1/23/15	MEDICARE WITHHOLDING	386.39
			1/23/15	MEDICARE WITHHOLDING	7.37
		LIFELOC TECHNOLOGIES, INC	1/27/15	191523 MAGNETIC PBT GRIPS	110.27
		COVENTRY HEALTH SYSTEMS	1/09/15	PHS EMPLOYEE	3,794.62
			1/09/15	PHS EMPLOYEE	699.25
			1/23/15	PHS EMPLOYEE	3,708.94
			1/23/15	PHS EMPLOYEE	744.23
			1/23/15	PHS EMPLOYEE	40.70
			1/09/15	PHS FAMILY	176.23
			1/23/15	PHS FAMILY	176.23
			1/09/15	PHS FAMILY #2	1,263.00
			1/09/15	PHS FAMILY #2	319.88
			1/23/15	PHS FAMILY #2	1,267.61
			1/23/15	PHS FAMILY #2	325.96
			1/09/15	PHS FAMILY #3	315.84
			1/09/15	PHS FAMILY #3	36.62
			1/23/15	PHS FAMILY #3	308.40
			1/23/15	PHS FAMILY #3	44.06
			1/09/15	PHS EC 3000	616.80
			1/09/15	PHS EC 3000	88.12
			1/23/15	PHS EC 3000	604.78
			1/23/15	PHS EC 3000	88.11
			1/23/15	PHS EC 3000	12.03
		CENTURYLINK COMMUNICATION, INC.	1/16/15	POLICE	685.50
			1/16/15	DISPATCH	685.50
		GCH RURAL HEALTH CLINIC	1/26/15	PATIENT#48359-A.M.	85.00
			12/31/14	PATIENT#79343-J.L.	85.00
			12/31/14	PATIENT#79345-M.F	85.00
		CENTURY BUSINESS TECHNOLOGIES	1/16/15	354547 TONER COLLECTION CO	10.54
			1/26/15	LEASE INV COPIER B6324	157.50
			1/26/15	LEASE RECORDS COPIER B6323	157.50
			12/29/14	B6324 INV COPIER MAINT	999.00

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT
			12/29/14	B6323 RECORDS COPIER MAINT	999.00
STAPLES ADVANTAGE			1/27/15	3253708401 TOWELS/LINERS	191.53
			1/27/15	CALENDARS	85.88
			1/27/15	CD ENVELOPE	27.50
			1/27/15	CALENDAR, FLDR, TONER, INDEX	678.99
			1/27/15	3253708405 CALENDAR BASE	14.99
CONTINENTAL PROFESSIONAL LANDRY			12/29/14	104309 UNIFORM CLEANING	18.50
			12/29/14	104339 UNIFORM CLEANING	27.75
			12/29/14	104367 UNIFORM CLEANING	14.80
			12/29/14	104396 UNIFORM CLEANING	9.25
			12/29/14	104423 UNIFORM CLEANING	29.60
			12/29/14	104471 UNIFORM CLEANING	14.80
			12/29/14	110554 UNIFORM CLEANING	33.30
			12/29/14	110851 UNIFORM CLEANING	7.40
			12/29/14	111329 UNIFORM CLEANING	29.60
			12/29/14	111332 UNIFORM CLEANING	20.35
			1/22/15	120087 UNIFORM CLEANING	14.80
			1/12/15	120088 UNIFORM CLEANING	27.75
			1/14/15	120092 UNIFORM CLEANING	27.75
			1/16/15	120153 UNIFORM CLEANING	7.40
			1/14/15	120156 UNIFORM CLEANING	44.40
			1/16/15	120197 UNIFORM CLEANING	3.70
			1/23/15	120198 UNIFORM CLEANING	40.70
			1/20/15	120203 UNIFORM CLEANING	38.85
			1/21/15	120204 UNIFORM CLEANING	14.80
			1/22/15	120208 UNIFORM CLEANING	40.70
			1/27/15	120246 UNIFORM CLEANING	12.95
			1/27/15	120247 UNIFORM CLEANING	33.30
KA-COMM			1/23/15	SERVICE CONTRACT/MAINT POL	188.50
			1/23/15	SERVICE CONTRACT/MAINT POL	188.50
			1/22/15	128524 ANTENNA UNIT 208	71.14
NAT'L INSURANCE MARKETING BROKERS LLC			1/23/15	CITY OF JC EMPLOYER PD LIF	491.89
			1/23/15	CITY OF JC EMPLOYER PD LIF	126.61
			1/23/15	CITY OF JC EMPLOYER PD LIF	2.95
WEX BANK			12/31/14	POLICE-DEC 2014-FUEL	5,734.59
DELTA DENTAL (PAYROLL)			1/09/15	DELTA DENTAL OF KANSAS	500.19
			1/09/15	DELTA DENTAL OF KANSAS	103.72
			1/23/15	DELTA DENTAL OF KANSAS	496.10
			1/23/15	DELTA DENTAL OF KANSAS	105.00
			1/23/15	DELTA DENTAL OF KANSAS	1.53
			1/09/15	DELTA DENTAL OF KANSAS	313.32
			1/09/15	DELTA DENTAL OF KANSAS	73.60
			1/23/15	DELTA DENTAL OF KANSAS	296.09
			1/23/15	DELTA DENTAL OF KANSAS	76.81
			1/23/15	DELTA DENTAL OF KANSAS	2.64
KANSAS PUBLIC EMPLOYEES			1/23/15	KPERS #1	662.37
			1/23/15	KPERS #1	686.15
			1/23/15	KP&F	17,129.53
			1/23/15	KP&F	1,548.20
			1/23/15	KP&F	105.78
			1/23/15	KPERS #2	309.05
			1/23/15	KPERS #2	966.74
			1/23/15	KPERS #3	201.74
			1/23/15	KPERS INSURANCE	102.13
			1/23/15	KPERS INSURANCE	148.19
KERIT			1/22/15	POLICE DISP-WORKERS COMP	1,454.48

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT
			1/22/15	POLICE-WORKERS COMP	17,066.43
CARD CENTER			12/31/14	CAPITAL PLAZA -LAZEAR-EXCE	15.00
			12/31/14	CAPITAL PLAZA -LAZEAR-EXCE	15.00
			12/31/14	FREDPRYOR CAREERTRACK	83.17
			12/29/14	WMART-MONITOR COOPER TEST	74.88
			12/29/14	CENTER MASS - SWAT PINS	161.84
			12/29/14	QUANTICO-UNIFORM PANT #73	41.59
			12/29/14	BOX&SHIP - PBT RETURN	75.70
			12/29/14	BOX&SHIP - BODY CAMERA RET	8.73
			12/29/14	SCREEN MACHINE-UNIFORM HAT	928.00
			12/29/14	SMART SCOUTER DATA PLANS	14.32
			12/29/14	WMART-MSNGR BAG	29.98
			12/29/14	BOX&SHIP-THERMAL IMAGE SHI	76.08
			12/29/14	WATERS-LAB SUPPLIES	19.45
			12/29/14	WATERS-LAB SUPPLIES	17.48
			12/29/14	BEST BUY-LAB MONITORS	703.96
			12/29/14	ERGO CORP-MONITORS	193.98
			12/29/14	GLADIATOR JOE-MONITOR MOUN	57.28
			12/29/14	QUANTICO-UNIFORM PANT #729	41.59
			12/29/14	QUANTICO-UNIFORM SHIRT #72	41.59
			12/29/14	FED EX-EVIDENCE SHIPPING	22.80
			12/29/14	SMART SCOUTER DATA PLANS	19.20
			12/29/14	QUANTICO-SWAT BAG	139.30
			12/29/14	QUANTICO-UNIFORM PANT #90	48.44
			12/29/14	QUANTICO-UNIFORM PANTSHRT#	83.18
			12/29/14	QUANTICO-UNIFORM SHIRT #90	48.44
			12/29/14	SAFARILAND-EVIDENCE MARK P	111.91
			12/29/14	GLADIATORJOE-LAB COMP MOUN	57.28
			12/29/14	HOME DEPOT-LASER DISTANCE	79.00
			12/29/14	AMAZON-LAB COMPUTER MOUNT	39.19
			12/29/14	SAFARILAND-SALES TAX CREDI	9.61-
			12/29/14	EVIDENT-LAB SUPPLIES	916.00
			12/29/14	EVIDENT-MONOPOD	50.00
			12/29/14	4467875 TELVENT WEATHER RA	154.00
			12/29/14	RADIO SHACK-COPIER CABLE	26.98
			12/29/14	7927CHAMPIONS-VEHICLE WASH	12.10
			12/29/14	5937PRAETORIAN-POLICELACAD	166.25
			12/29/14	CONCEPTS-2015 CASE FILE LA	273.98
			12/29/14	25199 B&K-COFFEE	74.20
			12/29/14	25280 B&K-COFFEE,CREAMER	86.30
			12/29/14	GEARY CO TREAS-VEHICLE TAG	10.25
			12/29/14	WMART-DOG TREATS	217.32
			12/29/14	SEARS-MICROWAVE	119.99
			12/29/14	ORIENTAL TRADE-CIU INCENTI	209.00
			12/29/14	WATERS - KEYS	3.49
			12/29/14	ORSHELNS-TRAP/LEADS	447.84
			12/29/14	QUANTICO-UNIFORM SHIRTS #5	81.10
			12/29/14	KEY OFFICE-CERTIFICATE PAP	24.95
			12/29/14	MANKO-GLASS-RECORDS WORK C	191.18
			12/31/14	Records Room network hub	44.99
			12/31/14	Video Card 2 ea- Lab Compu	113.32
			12/29/14	128941FIRESTONE TIRE REPR	19.99
			12/29/14	128938 FIRESTONE TIRE REPR	19.99
			12/29/14	QUANTICO-CIU MAG HOLDR/SER	446.34
			12/29/14	QUANTICO-UNIFORMS #757, 74	389.90
			12/29/14	484529ORAP-CERAMIC PAD #22	46.30

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT
			12/29/14	484537ORAP-CERAMIC PAD #22	46.30
			12/29/14	485250ORAP-WIPER BLADE #23	15.82
			12/29/14	485589ORAP-BRAKE HOSE #250	15.19
			12/29/14	487899ORAP-AIR FILTER #218	16.35
			12/29/14	489143ORAP P/S FLUID	5.39
			12/29/14	489191ORAP-KEY HOLDERS	30.28
			12/29/14	489366ORAP-CERAMIC PAD #21	51.02
			12/29/14	489991ORAP-BATTERY TENDR #	54.99
			12/29/14	OFFICE SUPPLY KING-SHRED B	189.45
			12/29/14	EBAGS-DUFFEL BAGS	50.93
			12/29/14	AMER COMM-SWAT MIC KITS	305.50
			12/29/14	QUANTICO-UNIFORMS #38	332.72
			12/29/14	FACTRY OUTLT-BTTRY PLANTRO	22.30
			12/29/14	SAFELITE-WS REPAIR #216C	49.89
			12/29/14	PROFALT-SHIRT/PANTS #737	32.00
			12/29/14	PROFALT-SHRTS/PNTS/BUTTON1	32.00
			12/29/14	PROFALT-PANTS #178	14.00
			12/29/14	PROFALT-SHIRT PATCHES #904	9.00
			12/29/14	PROFALT-SHRTS/PANTS #904	22.00
			12/29/14	PROFALT-SHRTS/PANTS #18	45.00
			12/29/14	PROFALT-PANTS #100	14.00
			12/29/14	129107FIRESTONE-TIRE REPR	20.25
			12/29/14	NEWEGG LABEL MAKER	86.12
			12/29/14	NEWEGG LABEL TAPE	25.15
			12/29/14	WALMART-WIFI	79.97
			12/29/14	JIM CLARK-KEY FOB	37.05
			12/29/14	BTY JUNCTION-AA BATTERIES	55.17
			12/29/14	WATERS-HOUSEKEEP SUPPLIES	37.96
			12/29/14	2837 J&R-LOF, PLUGS, EVAP #2	246.45
			12/29/14	ORSHELNS-BTTY CHG REPAIR	7.31
			12/29/14	ORSHELNS-BTTY CHG REPAIR	6.68
			12/29/14	MIL OUTLET-NAME TAG 90,38,	20.00
			12/29/14	ORSHELNS-BTTY CHG REPAIR	7.31-
		BOX N SHIP	12/29/14	155726 EVIDENCE SHIPPING	5.20
				TOTAL:	82,588.92
FIRE	GENERAL FUND	INTERNAL REVENUE SERVICE	1/23/15	SOCIAL SECURITY WITHHOLDIN	28.92
			1/23/15	MEDICARE WITHHOLDING	1,294.75
		COVENTRY HEALTH SYSTEMS	1/09/15	PHS EMPLOYEE	4,009.23
			1/23/15	PHS EMPLOYEE	4,009.23
			1/09/15	PHS EMP/CHILD	176.23
			1/23/15	PHS EMP/CHILD	176.23
			1/09/15	PHS EMP/SPOUSE	176.23
			1/23/15	PHS EMP/SPOUSE	176.23
			1/09/15	PHS FAMILY #2	688.13
			1/23/15	PHS FAMILY #2	688.13
			1/09/15	PHS FAMILY #3	58.16
			1/23/15	PHS FAMILY #3	58.16
			1/09/15	PHS EC 3000	176.23
			1/23/15	PHS EC 3000	176.23
			1/09/15	PHS FAMILY 3000	58.16
			1/23/15	PHS FAMILY 3000	58.16
		CENTURYLINK COMMUNICATION, INC.	1/16/15	FIRE	46.38
		GCH RURAL HEALTH CLINIC	12/31/14	PATIENT#53185-C.T.	120.00
		CENTURY BUSINESS TECHNOLOGIES	12/19/14	Copier Usage - Color 50%	0.72
			12/19/14	Copier Usage - BW 50%	11.09

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT
		CITY OF JUNCTION CITY PETTY CASH 10743	1/22/15	GE CO TREASURER TAGS FIRE	10.00
			1/22/15	K ROYSE- SAMS CLUB REIMBUR	388.46
			1/22/15	GE CO TREAS TITLE REGISTRA	10.00
			1/22/15	K ROYSE TITLE REG FIRE VEH	3.00
		JIM CLARK AUTO CENTER	1/17/15	ALIGNMENT/521	74.15
		KA-COMM	1/23/15	SERVICE CONTRACT/MAINT FIR	173.50
		NAT'L INSURANCE MARKETING BROKERS LLC	1/23/15	CITY OF JC EMPLOYER PD LIF	404.06
		WEX BANK	12/31/14	FIRE-DEC 2014-FUEL	877.81
			12/31/14	FIRE-DEC 2014-FUEL	181.01
		DELTA DENTAL (PAYROLL)	1/09/15	DELTA DENTAL OF KANSAS	284.48
			1/23/15	DELTA DENTAL OF KANSAS	284.48
			1/09/15	DELTA DENTAL OF KANSAS	267.42
			1/23/15	DELTA DENTAL OF KANSAS	267.42
		KANSAS PUBLIC EMPLOYEES	1/23/15	KPERS #1	57.69
			1/23/15	KP&F	18,386.78
			1/23/15	KPERS INSURANCE	5.17
		KERIT	1/22/15	FIRE-WOKERS COMP	27,376.46
		CARD CENTER	12/31/14	FREDPRYOR CAREERTRACK	83.17
			12/31/14	WALMART/JANITORIAL SUPPLIE	90.10
			12/31/14	WATERS/CHAINS AW CHAINS, KE	55.96
			12/31/14	WALMART/KITCHEN PANS, UTEN	239.82
			12/31/14	MASSCO/JANITORIAL SUPPLIES	488.63
			12/31/14	QUILL/OFFICE SUPPLIES	105.91
			12/31/14	FIRESTORE/HELMET PARTS	89.58
			12/31/14	FIRESTORE/COMPARTMENT TILE	203.58
			12/31/14	DANKO/SUSPENDERS	206.27
			12/31/14	KA COMM/REMOVE MOBILE & SI	183.45
			12/31/14	KACOMM/REMOVE MOBILE, SIRE	48.00
			12/31/14	HOMELUMBER/LIGHT FIXTURES	37.98
			12/31/14	WATERS/GROUT, FIXTURES, MORT	130.94
			12/31/14	SCREENMACH/EMBROIDERING	290.00
			12/31/14	GALLS/ARSON INVEST UNIFORM	220.16
			12/31/14	WATERS/TRIM STN 1	123.32
			12/31/14	ABILENE FLOORING/TILE STN	212.79
			12/31/14	WATERS/REPAIR E1 SAW	12.50
			12/31/14	WATERS/ARMORED PLUG	10.98
			12/31/14	WESTEREXTRA/PAN HEAD ANCHO	14.12
			12/31/14	ZBATTERY/FLASHLIGHTS	245.00
			12/31/14	KCIAAI/ARSON CONFERENCE X	1,125.00
			12/31/14	DAVESELECTRIC/WORK AT STN	520.00
			12/31/14	DAVESELECTRIC/WORK AT STN	218.44
			12/31/14	PK/CREDIT FOR DELAYED SHIP	100.00-
			12/31/14	WATERS/VOLTAGE TESTERS	25.98
			12/31/14	GALLS/NAME BADGES BC'S	36.84
			12/31/14	FIRESAFETY/2.5" CHROME CAP	60.00
			12/31/14	BOXNSHIP/RETURN PARTS	34.86
			12/31/14	WATERS/SHORELINE CONNECTOR	5.49
			12/31/14	WATERS/RTN SHORELINE CONNE	5.49-
			12/31/14	WATERS/PIGTAIL CONNECTOR E	16.99
			12/31/14	WATERS/36" WOOD AXE HANDLE	18.99
			12/31/14	WATERS/SHARPEN CHAINSAW CH	12.00
			12/31/14	WATERS/CHAINS AW CHAINS	51.98
			12/31/14	MISC. PARTS, FD #2	16.60
		THERMAL COMFORT AIR, INC	12/31/14	BLOWER MOTOR WORK/STN 2	114.88
			12/31/14	BLOWER MOTOR WORK/STN 2	240.00
		T.O.HAAS TIRES	1/16/15	TIRE BALANCING/521	50.00

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT
				TOTAL:	66,773.31
STREET	GENERAL FUND	INTERNAL REVENUE SERVICE	1/23/15	SOCIAL SECURITY WITHHOLDIN	871.66
			1/23/15	MEDICARE WITHHOLDING	203.88
		COVENTRY HEALTH SYSTEMS	1/09/15	PHS EMPLOYEE	1,365.78
			1/23/15	PHS EMPLOYEE	1,365.79
			1/09/15	PHS EMP/SPOUSE	176.23
			1/23/15	PHS EMP/SPOUSE	176.23
			1/09/15	PHS FAMILY #3	61.68
			1/23/15	PHS FAMILY #3	61.68
			1/09/15	PHS EC 3000	61.68
			1/23/15	PHS EC 3000	61.68
		GCH RURAL HEALTH CLINIC	12/31/14	PATIENT#19283-R.I.	45.00
		UNIVERSAL LUBRICANTS, LLC	12/31/14	FLEET OIL	570.66
			12/31/14	FLEET OIL	547.91
			1/13/15	MOTOR OIL	82.56
		CHAMPIONS CAR AND TRUCK WASH	1/06/15	RAYS CARWASH - #648	9.00
		CENTURY BUSINESS TECHNOLOGIES	1/22/15	Copier - PW	17.50
			1/22/15	Copier - PW	8.00
		PROPANE CENTRAL	1/12/15	PROPANE - 20# REFILL	17.36
			1/16/15	20#	17.36
			1/21/15	2-20#	31.08
		CITY OF JUNCTION CITY PETTY CASH 10743	1/22/15	P/E LEGISLATIVE MEETING	25.00
		CARTEGRAPH SYSTEMS, INC.	1/02/15	CarteLite - Subscript - 50	294.75
			1/02/15	CarteLite - Subscr - 50%	294.75
		JIM CLARK AUTO CENTER	1/20/15	CLIP & HANDLE-#720	26.13
		MIDWEST CONCRETE MATERIALS	1/07/15	75 TONS - ICE CONTROL	493.79
			1/09/15	ICE CONTROL	282.94
		SUMMIT TRUCK GROUP	1/08/15	STOCK FLUIDS FOR VEHICLES	28.16
			1/13/15	FLEETRITE FLUIDS	54.98
		CENTRAL POWER SYSTEMS & SERVICES	1/14/15	BLADES	47.54
		APAC KANSAS, INC.	1/13/15	UPM	3,356.92
		CENTRAL SALT LLC	12/31/14	SALT	1,244.49
			1/07/15	SALT	1,257.09
			12/31/14	50.6 TONS	2,362.00
			12/31/14	26.16 TONS	1,221.15
		MOTION INDUSTRIES INC	1/19/15	CLAMPS FOR SHOP STOCK	210.91
		INTOUCH	12/31/14	GPS SYSTEMS	1,259.30
		ASPHALT SALES OF LAWRENCE	12/24/14	ASPHALT	3,658.66
		NAT'L INSURANCE MARKETING BROKERS LLC	1/23/15	CITY OF JC EMPLOYER PD LIF	76.77
		DS&O RURAL ELECTRIC	12/31/14	1807 LYDIA LN-WARNING SIRE	51.50
			12/31/14	QUINTON POINT SIREN	33.81
			12/31/14	LIGHTS AT HUNTERS RIDGE	554.66
			12/31/14	LIGHTS AT HARGRAVES #2	61.69
			12/31/14	LIGHTS AT INDIAN RIDGE/J.C	39.90
			12/31/14	LIGHTS AT HARGRAVES#5	123.38
			12/31/14	LIGHTS AT OLIVIA FARMS	45.94
			12/31/14	LIGHTS AT SUTTERWOODS	308.44
			12/31/14	LIGHTS AT SUTTER HIGHLANDS	246.75
			12/31/14	LIGHTS AT MANN'S RANCH	74.03
			12/31/14	LIGHTS AT HARGRAVES #4	11.75
			12/31/14	LIGHTS AT HARGRAVES #1	23.50
			12/31/14	LIGHTS AT HILLTOP #5	7.75
			12/31/14	LIGHTS AT HARGRAVES #3	35.25
			12/31/14	LIGHTS AT RUSSUEL JOHNSON	26.25
			12/31/14	LIGHTS ALONG SVR	234.41

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT
		CLASS C SOLUTIONS GROUP	1/13/15	FLEET SHOP PIECES	282.61
		DAVE'S ELECTRIC, INC.	1/09/15	AIR COMPRESSOR MAINTENANCE	52.00
		WEX BANK	12/31/14	STREET-DEC 2014-FUEL	4,269.75
			12/31/14	STREET-DEC 2014-FUEL	388.85
		DELTA DENTAL (PAYROLL)	1/09/15	DELTA DENTAL OF KANSAS	13.48
			1/23/15	DELTA DENTAL OF KANSAS	13.48
			1/09/15	DELTA DENTAL OF KANSAS	100.71
			1/23/15	DELTA DENTAL OF KANSAS	100.71
		MID AMERICAN SIGNAL	12/31/14	BATTERY BACK UPS	9,990.00
		CINTAS CORPORATION	12/26/14	EYEWASH AND KITS	56.11
		J. WARREN COMPANY INC.	1/14/15	ANTENNA REMOVAL - BLIGHT	537.75
		EAE ENTERPRISES	12/31/14	JACKETS AND OVERALLS	88.82
			1/16/15	POLOS - BLANCHARD	38.27
		GADES SALES CO.	1/23/15	CABINET FILTER	51.87
		KEY OFFICE EQUIPMENT	1/20/15	DSK CLNDRS, ALUM CLPBRDS,L	40.64
		KANSAS GAS SERVICE	12/31/14	2324 N JACKSON-DEC 2014	533.69
		KANSAS PUBLIC EMPLOYEES	1/23/15	KPERS #1	74.88
			1/23/15	KPERS #2	1,277.65
			1/23/15	KPERS INSURANCE	121.27
		KERIT	1/22/15	STREET-WORKERS COMP	5,569.43
		NAPA AUTO PARTS OF J.C.	1/09/15	RELAY - #687	15.02
			1/09/15	OIL FILTERS	13.80
			1/12/15	COUPLING	12.96
			1/16/15	ADAPTERS - STOCK	7.64
		NEWMAN SIGNS	1/08/15	STOP SIGNS - 20	591.08
		PAVING MAINTENANCE SUPPLY INC	1/07/15	FILTER FOR #622	71.10
		CARD CENTER	12/31/14	FREDPRYOR CAREERTRACK	83.17
			12/31/14	APWA DUES	234.85
			12/31/14	PUMP	59.99
			12/31/14	WOOD, SCRW, BIT	89.65
			12/31/14	SIGNAGE PIECES	189.78
			12/31/14	WALMART PAINT & SUPPLIES	52.55
			12/31/14	WALMART BATTERIES (VARIOUS	18.71
			12/31/14	WALMART JUMPER CABLES,ENVE	40.75
			12/31/14	SUBWAY APWA SEMINAR/WORKSH	7.06
			12/31/14	SIGN PIECES	86.00
			12/31/14	EQUIPMENT RENTAL	20.00-
			12/31/14	EQUIPMENT RENTAL	70.63
			12/31/14	K18 GAURDRAIL REPAIR	75.81
			12/31/14	EQUIPMENT RENTAL	370.63
			12/31/14	SIGNAGE PIECES	33.87
			12/31/14	EQUIPMENT RENTAL	50.00-
			12/31/14	TARP	199.99
			12/31/14	EQUIPMENT RENTAL	156.88
			12/31/14	EQUIPMENT RENTAL	50.00-
			12/31/14	SHOP SUPPLIES	54.98
			12/31/14	SIGNAGE PIECES	59.35
			12/31/14	BOLTS, SCREWS	3.40
			12/31/14	HOOK EYES AND SHACKLE	13.16
			12/31/14	BINS	101.10
			12/31/14	OFFICE SUPPLIES	99.70
		CINTAS #451	1/23/15	WKLY SHOP TOWELS	9.79
			1/23/15	WKLY MATS	23.04
			1/14/15	WKLY SHOP TOWELS	6.27
			1/14/15	WKLY MATS	26.54
			1/20/15	WKLY SHOP TOWELS	9.79

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT
			1/20/15	WKLY MATS	23.04
		SALINA STEEL SUPPLY, INC	12/31/14	STEEL	2,358.70
		WHITE STAR	1/08/15	BLK HTR, CAB HTR, FLTRS -	194.08
		T.O.HAAS TIRES	1/15/15	BALANCING	40.00
			12/31/14	TIRES	4,402.76
			1/15/15	#648 NEXEN OWL	98.99
				TOTAL:	57,117.66
COURT	GENERAL FUND	INTERNAL REVENUE SERVICE	1/23/15	SOCIAL SECURITY WITHHOLDIN	372.05
			1/23/15	SOCIAL SECURITY WITHHOLDIN	235.43
			1/23/15	MEDICARE WITHHOLDING	87.01
			1/23/15	MEDICARE WITHHOLDING	55.06
		COVENTRY HEALTH SYSTEMS	1/09/15	PHS EMPLOYEE	352.46
			1/23/15	PHS EMPLOYEE	352.46
		CENTURYLINK COMMUNICATION, INC.	1/16/15	MUNICIPAL COURT	41.54
		GCH RURAL HEALTH CLINIC	12/31/14	PATIENT#79236-C.S.	45.00
		LAURA AIZPRUA	1/20/15	TRANSLATING COURT-JAN 7-15	37.50
			12/29/14	TRANSLATING FEES-DEC 8-29	68.75
		CENTURY BUSINESS TECHNOLOGIES	12/19/14	Copier Usage - Color	71.51
			12/19/14	Copier Usage - BW	16.83
		CITY OF JUNCTION CITY PETTY CASH 10743	1/22/15	K BLAISDELL TRAVEL REIMBUR	154.66
		CLARK & PLATT, CHTD.	12/04/14	APPT. FEES CASE 13-10669 R	250.00
			12/04/14	APPT FEES CASE# 14-12823 R	250.00
		JOSHUA DOUGLASS	1/26/15	PAYMENT EVERY TWO WEEKS	2,500.00
		NAT'L INSURANCE MARKETING BROKERS LLC	1/23/15	CITY OF JC EMPLOYER PD LIF	36.44
			1/23/15	CITY OF JC EMPLOYER PD LIF	17.89
		DELTA DENTAL (PAYROLL)	1/09/15	DELTA DENTAL OF KANSAS	44.94
			1/23/15	DELTA DENTAL OF KANSAS	44.94
			1/09/15	DELTA DENTAL OF KANSAS	22.76
			1/09/15	DELTA DENTAL OF KANSAS	10.24
			1/23/15	DELTA DENTAL OF KANSAS	22.76
			1/23/15	DELTA DENTAL OF KANSAS	10.24
		SECURITY SOLUTIONS INC	1/23/15	ALARM-COURT-700 N JEFFERSO	35.00
		KEY OFFICE EQUIPMENT	1/20/15	STAMP, PRINTER INK COURT	13.50
			1/14/15	STAPLES, NOTES, TAPE	38.43
		KANSAS PUBLIC EMPLOYEES	1/23/15	KPERS #1	593.76
			1/23/15	KPERS #1	111.78
			1/23/15	KPERS #2	211.46
			1/23/15	KPERS INSURANCE	53.24
			1/23/15	KPERS INSURANCE	28.98
		KERIT	1/22/15	COURT-WORKERS COMP	150.79
		INCODE	2/01/15	Receipt Printer Maintenanc	483.15
			2/01/15	Bar Code Scanner Maintenanc	212.59
			2/01/15	Web - Court Inquiry	100.00
		CARD CENTER	12/31/14	KTA TOLLS-TOLL	2.75
			12/31/14	KTA TOLLS-TOLL	2.75
			12/31/14	TVs & Mounts 3 ea Court Ro	1,689.84
		CINTAS #451	1/15/15	WEEKLY MATS-MUNICIPAL COUR	24.66
			1/22/15	WEEKLY MATS-MUNICIPAL COUR	24.66
		MISC RISER, DEDRIC	1/22/15	Bond Refund:14-13321 -01	200.00
				TOTAL:	9,077.81
JC OPERA HOUSE	GENERAL FUND	INTERNAL REVENUE SERVICE	1/23/15	SOCIAL SECURITY WITHHOLDIN	114.56
			1/23/15	MEDICARE WITHHOLDING	26.79
		CENTURYLINK COMMUNICATION, INC.	1/16/15	OPERA HOUSE	35.67
		KANSAS GAS SERVICE	1/27/15	133 W 7TH-JANUARY 2015	949.19

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT
		KERIT	1/22/15	JC OPERA HOUSE-WORKERS COM	462.28
				TOTAL:	1,588.49
RECREATION	GENERAL FUND	INTERNAL REVENUE SERVICE	1/23/15	SOCIAL SECURITY WITHHOLDIN	223.59
			1/23/15	MEDICARE WITHHOLDING	52.29
		COVENTRY HEALTH SYSTEMS	1/09/15	PHS FAMILY #3	176.23
			1/23/15	PHS FAMILY #3	176.23
		CENTURYLINK COMMUNICATION, INC.	1/16/15	RECREATION	78.00
		CENTURY BUSINESS TECHNOLOGIES	11/07/14	Copier repair On-Site	85.00
		NAT'L INSURANCE MARKETING BROKERS LLC	1/23/15	CITY OF JC EMPLOYER PD LIF	10.00
		BD4 DISTRIBUTING, INC.	1/08/15	SOFTSOAP	19.95
		DAVE'S ELECTRIC, INC.	1/22/15	12TH ST GENERATOR	3,025.00
		DELTA DENTAL (PAYROLL)	1/09/15	DELTA DENTAL OF KANSAS	22.47
			1/23/15	DELTA DENTAL OF KANSAS	22.47
		STEPHANIE MORRELL	1/26/15	DEP RFND-1/23/15-JAYHAWK C	50.00
		SECURITY SOLUTIONS INC	1/12/15	MODULE MAINTENANCE	18.00
		KANSAS PUBLIC EMPLOYEES	1/23/15	KPERS #2	131.51
			1/23/15	KPERS INSURANCE	11.79
		KERIT	1/22/15	RECREATION-WORKERS COMP	178.37
		SCREEN MACHINE SPORTS	1/20/15	7SHIRTS 7 LOGO	102.00
		CARD CENTER	12/31/14	FREDPRYOR CAREERTRACK	83.16
			12/31/14	SANTAS WORKSHOP SUPPLIES	128.69
			12/31/14	SANTAS WORKSHOP SUPPLIES	16.24
			12/31/14	SANTAS WORKSHOP SUPPLIES	22.00
			12/31/14	KLEENIX	8.94
			12/31/14	OFFICE SUPPLIES	2.47
			12/31/14	OFFICE SUPPLIES	9.97
		CINTAS #451	1/20/15	4X6 GRAY MAT	42.66
				TOTAL:	4,697.03
FEMA GRANT	GRANTS	KAW VALLEY ENGINEERING, INC	12/31/14	SUTTERWOODS-FLOOD DAMAGED	1,020.00
			12/31/14	TOM NEAL - FLOOD DAMAGED	1,020.00
				TOTAL:	2,040.00
KDOT REVOLVING LOANS	BOND & INTEREST	KANSAS DEPT OF TRANSPORTATION	1/09/15	KDOT LOAN PAYMENT	988.63
			1/09/15	KDOT LOAN PAYMENT	14,275.87
			1/09/15	KDOT LOAN PAYMENT	4,713.36
			1/09/15	KDOT LOAN PAYMENT	69,192.19
			1/09/15	KDOT LOAN PAYMENT	4,378.92
			1/09/15	KDOT LOAN PAYMENT	61,480.06
			1/09/15	KDOT LOAN PAYMENT	110.21
			1/09/15	KDOT LOAN PAYMENT	1,547.34
			1/09/15	KDOT LOAN PAYMENT	495.32
			1/09/15	KDOT LOAN PAYMENT	6,954.35
			1/09/15	KDOT LOAN PAYMENT	3,720.73
			1/09/15	KDOT LOAN PAYMENT	61,168.74
			1/09/15	KDOT LOAN PAYMENT	439.16
			1/09/15	KDOT LOAN PAYMENT	5,972.59
				TOTAL:	235,437.47
INDUSTRIAL REVENUE BON	BOND & INTEREST	CITY OF JUNCTION CITY PETTY CASH 10743	1/22/15	CENTRAL NTL BK LOAN PMT IN	32.18
				TOTAL:	32.18
NON-DEPARTMENTAL	WATER & SEWER FUND	INTERNAL REVENUE SERVICE	1/23/15	FEDERAL WITHHOLDING	3,184.42
			1/23/15	SOCIAL SECURITY WITHHOLDIN	2,180.28
			1/23/15	MEDICARE WITHHOLDING	509.93

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT
		COVENTRY HEALTH SYSTEMS	1/09/15	PHS EMPLOYEE	438.84
			1/23/15	PHS EMPLOYEE	438.84
			1/09/15	PHS EMP/SPOUSE	178.05
			1/23/15	PHS EMP/SPOUSE	148.38
			1/09/15	PHS FAMILY #2	79.68
			1/23/15	PHS FAMILY #2	79.68
			1/09/15	PHS FAMILY #3	85.03
			1/23/15	PHS FAMILY #3	85.03
			1/09/15	PHS EC 3000	159.59
			1/23/15	PHS EC 3000	159.58
			1/09/15	PHS FAMILY 3000	266.21
			1/23/15	PHS FAMILY 3000	456.36
		CARVER & BLANTON SHEA	1/23/15	GARNISHMENT	100.15
		CITY OF JUNCTION CITY	1/09/15	CITY OF JUNCTION CITY (G-F	6.50
			1/23/15	CITY OF JUNCTION CITY (G-F	6.50
			1/09/15	TELEPHONE REIMBURSEMENT	50.37
			1/23/15	TELEPHONE REIMBURSEMENT	49.06
		KANSAS PAYMENT CENTER	1/23/15	GARNISHMENT	120.00
		NAT'L INSURANCE MARKETING BROKERS LLC	1/09/15	CITY OF JC VOLUNTARY BENEF	161.48
			1/23/15	CITY OF JC VOLUNTARY BENEF	160.19
			1/09/15	CITY OF JC BEFORE TAX	125.24
			1/23/15	CITY OF JC BEFORE TAX	122.69
		PAYLOGIX	1/23/15	PAYCHECK DIRECT	8.66
		DELTA DENTAL (PAYROLL)	1/09/15	DELTA DENTAL OF KANSAS	124.90
			1/23/15	DELTA DENTAL OF KANSAS	129.35
		GREAT WEST FINANCIAL	1/23/15	GREAT WEST FINANCIAL	376.04
		KANSAS DEPT OF REVENUE	1/23/15	STATE WITHHOLDING	1,102.22
		WATER PROTECTION FEE/CLEAN DRINKING FE	1/15/15	WATER PROT FEE 4TH QTR 201	7,449.39
		KANSAS PUBLIC EMPLOYEES	1/23/15	KPERS #1	648.68
			1/23/15	KPERS #2	1,485.69
		CITY OF JC FLEX SPENDING ACCT 1074334	1/23/15	FLEX SPENDING-1074334	308.01
		FLEXIBLE SPENDING ACCOUNT #1074334	1/23/15	FIRST STATE BANK	39.58
		ROLLING MEADOWS GOLF COURSE	1/23/15	ROLLING MEADOWS GOLF COURS	14.69
		UNITED WAY OF JUNCTION CITY-GEARY COUN	1/23/15	UNITED WAY	25.90
				TOTAL:	21,065.19
WATER DISTRIBUTION	WATER & SEWER FUND	INTERNAL REVENUE SERVICE	1/23/15	SOCIAL SECURITY WITHHOLDIN	477.97
			1/23/15	MEDICARE WITHHOLDING	111.76
		COVENTRY HEALTH SYSTEMS	1/09/15	PHS EMPLOYEE	581.54
			1/23/15	PHS EMPLOYEE	581.56
			1/09/15	PHS FAMILY #2	72.43
			1/23/15	PHS FAMILY #2	72.43
			1/09/15	PHS FAMILY #3	35.25
			1/23/15	PHS FAMILY #3	35.25
			1/09/15	PHS EC 3000	35.25
			1/23/15	PHS EC 3000	35.25
		UNIVERSAL LUBRICANTS, LLC	12/31/14	FLEET OIL	1,250.00
			12/31/14	FLEET OIL	391.37
			1/13/15	MOTOR OIL	68.81
		CENTURY BUSINESS TECHNOLOGIES	1/22/15	Copier - PW	17.50
			1/22/15	Copier - PW	8.00
		VANDERBILTS	1/18/15	CHRIS HAYHURST BOOTS-2015	139.99
		MIDWEST CONCRETE MATERIALS	1/09/15	FILL SAND	171.12
		SUMMIT TRUCK GROUP	1/08/15	STOCK FLUIDS FOR VEHICLES	23.97
		CENTRAL POWER SYSTEMS & SERVICES	1/14/15	BLADES	39.63
		MOTION INDUSTRIES INC	1/19/15	CLAMPS FOR SHOP STOCK	150.65

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT
		INTOUCH	12/31/14	GPS SYSTEMS	899.50
		NAT'L INSURANCE MARKETING BROKERS LLC	1/23/15	CITY OF JC EMPLOYER PD LIF	42.59
		CLASS C SOLUTIONS GROUP	1/13/15	FLEET SHOP PIECES	235.50
		DAVE'S ELECTRIC, INC.	1/12/15	EWTP DIG SAFES	208.00
		WEX BANK	12/31/14	WATER DIST-DEC 2014-FUEL	282.33
			12/31/14	WATER DIST-DEC 2014-FUEL	289.68
		DELTA DENTAL (PAYROLL)	1/09/15	DELTA DENTAL OF KANSAS	38.20
			1/23/15	DELTA DENTAL OF KANSAS	38.20
			1/09/15	DELTA DENTAL OF KANSAS	34.14
			1/23/15	DELTA DENTAL OF KANSAS	34.15
		CINTAS CORPORATION	12/26/14	EYEWASH AND KITS	40.07
		EAE ENTERPRISES	12/31/14	JACKETS AND OVERALLS	148.04
			1/16/15	POLOS - BLANCHARD	27.38
		KEY OFFICE EQUIPMENT	1/20/15	DSK CLNDRS, ALUM CLPBRDS,L	29.02
		KANSAS GAS SERVICE	12/31/14	2324 N JACKSON-DEC 2014	533.69
		KANSAS PUBLIC EMPLOYEES	1/23/15	KPERS #1	75.05
			1/23/15	KPERS #2	625.22
			1/23/15	KPERS INSURANCE	62.79
		KERIT	1/22/15	WATER MAINT-WORKERS COMP	1,796.22
		NAPA AUTO PARTS OF J.C.	1/12/15	COUPLING	10.80
			1/16/15	ADAPTERS - STOCK	5.46
		CARD CENTER	12/31/14	APWA DUES	167.75
			12/31/14	WALMART PAINT & SUPPLIES	52.55
			12/31/14	PIZZA HUT LUNCH MEETING/RE	14.49
			12/31/14	WALMART BATTERIES (VARIOUS	18.70
			12/31/14	WALMART JUMPER CABLES,ENVE	40.75
			12/31/14	SUBWAY APWA SEMINAR/WORKSH	7.06
			12/31/14	NUTS, BOLTS, SCREWS	4.40
			12/31/14	ROAR RPR AFTER HYDRANT WRK	37.32
			12/31/14	WEDGE FELLING	22.47
			12/31/14	BINS	101.10
			12/31/14	OFFICE SUPPLIES	62.31
		CINTAS #451	1/23/15	WKLY SHOP TOWELS	6.96
			1/23/15	WKLY MATS	16.46
			1/14/15	WKLY SHOP TOWELS	4.48
			1/14/15	WKLY MATS	18.96
			1/20/15	WKLY SHOP TOWELS	6.96
			1/20/15	WKLY MATS	16.46
		SALINA STEEL SUPPLY, INC	12/31/14	STEEL	1,277.64
		SALINA SUPPLY COMPANY	1/12/15	NIPPLES, RESTR PKS	766.91
			1/12/15	FLANGE PACK/BUSHINGS	119.50
			1/15/15	MARK STP AND BALL CORPS	3,924.73
		T.O.HAAS TIRES	1/15/15	#803 O/S DRIVE	633.72
			12/31/14	TIRES	3,144.83
				TOTAL:	20,222.27
WATER PLANT	WATER & SEWER FUND	COREFIRST BANK	12/31/14	COREFIRST BANK	10,170.00
		HDR ENGINEERING INC	12/31/14	WTP ENGINEERING DESIGN PH.	40,151.30
				TOTAL:	50,321.30
WATER ADMINISTRATION	WATER & SEWER FUND	INTERNAL REVENUE SERVICE	1/23/15	SOCIAL SECURITY WITHHOLDIN	646.17
			1/23/15	MEDICARE WITHHOLDING	151.11
		COVENTRY HEALTH SYSTEMS	1/09/15	PHS EMPLOYEE	340.13
			1/23/15	PHS EMPLOYEE	340.13
			1/09/15	PHS EMP/SPOUSE	52.87
			1/23/15	PHS EMP/SPOUSE	44.06

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT
			1/09/15	PHS FAMILY #2	86.92
			1/23/15	PHS FAMILY #2	86.92
			1/09/15	PHS EC 3000	44.06
			1/23/15	PHS EC 3000	44.06
			1/09/15	PHS FAMILY 3000	61.68
			1/23/15	PHS FAMILY 3000	105.74
		CENTURYLINK COMMUNICATION, INC.	1/16/15	WATER ADMINISTRATION	105.25
		REDI SYSTEMS INC.	12/31/14	CAMERA SYSTEM REPLAC	6,120.00
		NAT'L INSURANCE MARKETING BROKERS LLC	1/23/15	CITY OF JC EMPLOYER PD LIP	51.68
		WEX BANK	12/31/14	WTR CUST. SRV-DEC 2014-FUE	254.42
		DELTA DENTAL (PAYROLL)	1/09/15	DELTA DENTAL OF KANSAS	92.80
			1/23/15	DELTA DENTAL OF KANSAS	97.30
			1/09/15	DELTA DENTAL OF KANSAS	19.36
			1/23/15	DELTA DENTAL OF KANSAS	19.35
		IIMC	1/22/15	IIMC 2015 DUES SCHNURR	120.00
		SECURITY SOLUTIONS INC	1/23/15	ALARM WUPD 2307 N JACKSON	35.00
			1/23/15	ALARM CITY CLERK OFC. (CS d	18.00
		KEY OFFICE EQUIPMENT	1/26/15	INK CARTRIDGE-COLOR PRINTE	200.27
			1/26/15	BATTERY,PAPER ROLLS,RIBBON	470.21
			1/27/15	40 BOXES OF PAPER-WATER DE	1,279.60
		WATER PROTECTION FEE/CLEAN DRINKING FE	1/15/15	WATER PROT FEE 4TH QTR 201	6,983.80
		BRINKS INCORPORATED	12/31/14	WATER-DECEMBER 2014	195.72
		KANSAS MUNICIPAL UTILITIES	1/10/15	2015 KMU MEMBERSHIP DUES	580.00
		KANSAS PUBLIC EMPLOYEES	1/23/15	KPERS #1	431.82
			1/23/15	KPERS #2	607.27
			1/23/15	KPERS INSURANCE	93.18
		KERIT	1/22/15	WATER-WORKERS COMP	1,859.33
		INCODO	2/01/15	Bar Code Scanner Maint - 3	70.86
			2/01/15	Bar Code Scanner Maint - 3	70.86
			2/01/15	Bar Code Scanner Maint - 3	70.86
			2/01/15	Bar Code Scanner Maint - 3	70.86
			2/01/15	Receipt Printer Maint - 34	159.98
			2/01/15	Receipt Printer Maint - 34	159.98
			2/01/15	Receipt Printer Maint - 34	159.98
			2/01/15	Receipt Printer Maint - 34	159.98
			2/01/15	Web - Utilities Inquiry -	106.68
		POSTMASTER	1/15/15	JAN 2015-POSTAGE MACHINE	1,250.00
		CARD CENTER	12/31/14	FREDPRYOR CAREERTRACK	83.16
			12/31/14	Address Certification Soft	105.50
		CINTAS #451	12/31/14	SCRAPER/BROWN MAT	64.35
			12/31/14	UNIFORMS-LANGDON, KENNY	13.07
			1/23/15	SCRAPER/BROWN MAT	40.10
			1/23/15	UNIFORMS-LANGDON, KENNY	13.07
			1/23/15	SCRAPER/BROWN MAT	64.35
			1/23/15	UNIFORMS-LANGDON, KENNY	13.07
				TOTAL:	24,314.92
SEWER DISTRIBUTION	WATER & SEWER FUND	INTERNAL REVENUE SERVICE	1/23/15	SOCIAL SECURITY WITHHOLDIN	473.47
			1/23/15	MEDICARE WITHHOLDING	110.75
		COVENTRY HEALTH SYSTEMS	1/09/15	PHS EMPLOYEE	581.58
			1/23/15	PHS EMPLOYEE	581.55
			1/09/15	PHS FAMILY #2	72.44
			1/23/15	PHS FAMILY #2	72.44
			1/09/15	PHS FAMILY #3	35.25
			1/23/15	PHS FAMILY #3	35.25
		UNIVERSAL LUBRICANTS, LLC	12/31/14	FLEET OIL	1,250.00

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT
			12/31/14	FLEET OIL	391.37
			1/13/15	MOTOR OIL	68.81
		CENTURY BUSINESS TECHNOLOGIES	1/22/15	Copier - PW	17.50
			1/22/15	Copier - PW	8.00
		SUMMIT TRUCK GROUP	1/08/15	STOCK FLUIDS FOR VEHICLES	23.97
		CENTRAL POWER SYSTEMS & SERVICES	1/12/15	FILTER AND LUBE	7.85
			1/12/15	PUMP AND BASE	138.13
			1/14/15	BLADES	39.63
		MOTION INDUSTRIES INC	1/19/15	CLAMPS FOR SHOP STOCK	150.65
		INTOUCH	12/31/14	GPS SYSTEMS	899.50
		NAT'L INSURANCE MARKETING BROKERS LLC	1/23/15	CITY OF JC EMPLOYER PD LIF	40.86
		CLASS C SOLUTIONS GROUP	1/13/15	FLEET SHOP PIECES	235.50
		DAVE'S ELECTRIC, INC.	1/12/15	EWTP DIG SAFES	208.00
		WEX BANK	12/31/14	WW DIST-DEC 2014-FUEL	282.33
			12/31/14	WW-DIST-DEC 2014-FUEL	289.68
		DELTA DENTAL (PAYROLL)	1/09/15	DELTA DENTAL OF KANSAS	38.19
			1/23/15	DELTA DENTAL OF KANSAS	38.19
			1/09/15	DELTA DENTAL OF KANSAS	31.86
			1/23/15	DELTA DENTAL OF KANSAS	31.87
		CINTAS CORPORATION	12/26/14	EYEWASH AND KITS	40.07
		EAE ENTERPRISES	12/31/14	JACKETS AND OVERALLS	148.04
			1/16/15	POLOS - BLANCHARD	27.38
		KEY OFFICE EQUIPMENT	1/20/15	DSK CLNDRS, ALUM CLPBRDS,L	29.02
		KANSAS GAS SERVICE	12/31/14	2324 N JACKSON-DEC 2014	533.69
		KANSAS PUBLIC EMPLOYEES	1/23/15	KPERS #1	75.05
			1/23/15	KPERS #2	613.19
			1/23/15	KPERS INSURANCE	61.70
		KERIT	1/22/15	WW MAINTENANCE-WORKERS COM	1,924.50
		NAPA AUTO PARTS OF J.C.	1/12/15	COUPLING	10.80
			1/15/15	#918 ADAPTERS	6.49
			1/16/15	ADAPTERS - STOCK	5.46
		CARD CENTER	12/31/14	APWA DUES	167.75
			12/31/14	CORNER ANGLES	83.21
			12/31/14	WALMART PAINT & SUPPLIES	52.54
			12/31/14	PIZZA HUT LUNCH MEETING/RE	14.49
			12/31/14	WALMART BATTERIES (VARIOUS	18.70
			12/31/14	WALMART JUMPER CABLES,ENVE	40.76
			12/31/14	SUBWAY APWA SEMINAR/WORKSH	7.05
			12/31/14	TORCH KIT	59.99
			12/31/14	RIGID TUBING CUTTER	30.49
			12/31/14	CONCRETE	11.37
			12/31/14	BATTERY	62.86
			12/31/14	CAULK	25.96
			12/31/14	HEATERS	78.96
			12/31/14	BINS	102.10
			12/31/14	OFFICE SUPPLIES	62.31
			12/31/14	CEILING TILE, PUBLIC WORKS	84.00
			12/31/14	BULBS, PUBLIC WORKS	132.27
		CINTAS #451	1/23/15	WKLY SHOP TOWELS	6.96
			1/23/15	WKLY MATS	16.46
			1/14/15	WKLY SHOP TOWELS	4.48
			1/14/15	WKLY MATS	18.96
			1/20/15	WKLY SHOP TOWELS	6.96
			1/20/15	WKLY MATS	16.46
		SALINA STEEL SUPPLY, INC	12/31/14	STEEL	1,277.64
		T.O.HAAS TIRES	12/31/14	TIRES	3,144.83

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT
				TOTAL:	15,157.57
SEWER ADMINISTRATION	WATER & SEWER FUND	INTERNAL REVENUE SERVICE	1/23/15	SOCIAL SECURITY WITHHOLDIN	582.67
			1/23/15	MEDICARE WITHHOLDING	136.29
		COVENTRY HEALTH SYSTEMS	1/09/15	PHS EMPLOYEE	252.01
			1/23/15	PHS EMPLOYEE	252.01
			1/09/15	PHS EMP/SPOUSE	52.87
			1/23/15	PHS EMP/SPOUSE	44.06
			1/09/15	PHS FAMILY #2	86.92
			1/23/15	PHS FAMILY #2	86.92
			1/09/15	PHS EC 3000	79.31
			1/23/15	PHS EC 3000	79.31
			1/09/15	PHS FAMILY 3000	61.68
			1/23/15	PHS FAMILY 3000	105.74
		GCH RURAL HEALTH CLINIC	1/26/15	PATIENT#39163-R.W.	225.00
		NAT'L INSURANCE MARKETING BROKERS LLC	1/23/15	CITY OF JC EMPLOYER PD LIF	47.09
		DELTA DENTAL (PAYROLL)	1/09/15	DELTA DENTAL OF KANSAS	83.81
			1/23/15	DELTA DENTAL OF KANSAS	88.31
			1/09/15	DELTA DENTAL OF KANSAS	15.94
			1/23/15	DELTA DENTAL OF KANSAS	15.95
		KANSAS MUNICIPAL UTILITIES	1/10/15	2015 KMU MEMBERSHIP DUES	580.00
		KANSAS PUBLIC EMPLOYEES	1/23/15	KPERS #1	443.01
			1/23/15	KPERS #2	501.73
			1/23/15	KPERS INSURANCE	84.71
		KERIT	1/22/15	WW-WORKERS COMP	1,598.95
		INCODE	2/01/15	Bar Code Scanner Maint - 3	70.86
			2/01/15	Bar Code Scanner Maint - 3	70.86
			2/01/15	Bar Code Scanner Maint - 3	70.86
			2/01/15	Bar Code Scanner Maint - 3	70.86
			2/01/15	Receipt Printer Maint - 33	159.98
			2/01/15	Receipt Printer Maint - 33	159.98
			2/01/15	Receipt Printer Maint - 33	159.98
			2/01/15	Receipt Printer Maint - 33	159.98
			2/01/15	Web - Utilities Inquiry -	106.66
		POSTMASTER	1/15/15	JAN 2015-POSTAGE MACHINE	1,250.00
		CARD CENTER	12/31/14	FREDPRYOR CAREERTRACK	83.16
				TOTAL:	7,867.47
WASTEWATER PLANTS	WATER & SEWER FUND	HDR ENGINEERING INC	12/31/14	WWTP ENGINEERING DESIGN PH	48,692.97
			12/31/14	WWTP ENGINEERING DESIGN PH	38,590.69
		DS&O RURAL ELECTRIC	12/31/14	SEWER LIFT	139.90
			12/31/14	BROOKEBEND LIFT STATION	136.80
			12/31/14	LIFT STATION- HILLTOP #5	198.23
			12/31/14	2542/2548 JAGER DR SWR LIF	123.14
			12/31/14	2326/2321 OSPREY SWR LIFT	102.98
			12/31/14	2515 WILMA-OLIVIA FARMS-LI	158.75
		DAVE'S ELECTRIC, INC.	12/31/14	SW SEWER TREATMENT PLANT	702.96
		J & K CONTRACTING L.C.	1/26/15	DECANT LINE REPLACE	14,070.00
				TOTAL:	102,916.42
INVALID DEPARTMENT	WATER & SEWER FUND	KAW VALLEY ENGINEERING, INC	12/31/14	TOM NEAL - FLOOD DAMAGED	180.00
				TOTAL:	180.00
NON-DEPARTMENTAL	STORM WATER	INTERNAL REVENUE SERVICE	1/23/15	FEDERAL WITHHOLDING	360.74
			1/23/15	SOCIAL SECURITY WITHHOLDIN	249.95
			1/23/15	MEDICARE WITHHOLDING	58.47

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT
		COVENTRY HEALTH SYSTEMS	1/09/15	PHS EMPLOYEE	41.87
			1/23/15	PHS EMPLOYEE	41.87
			1/09/15	PHS EMP/SPOUSE	29.68
			1/23/15	PHS EMP/SPOUSE	29.68
			1/09/15	PHS FAMILY #2	5.43
			1/23/15	PHS FAMILY #2	5.43
			1/09/15	PHS FAMILY #3	21.26
			1/23/15	PHS FAMILY #3	21.26
			1/09/15	PHS EC 3000	62.06
			1/23/15	PHS EC 3000	62.06
			1/09/15	PHS FAMILY 3000	19.02
			1/23/15	PHS FAMILY 3000	57.05
		CITY OF JUNCTION CITY	1/09/15	TELEPHONE REIMBURSEMENT	8.61
			1/23/15	TELEPHONE REIMBURSEMENT	8.61
		NAT'L INSURANCE MARKETING BROKERS LLC	1/09/15	CITY OF JC VOLUNTARY BENEF	15.74
			1/23/15	CITY OF JC VOLUNTARY BENEF	15.74
			1/09/15	CITY OF JC BEFORE TAX	19.05
			1/23/15	CITY OF JC BEFORE TAX	19.05
		DELTA DENTAL (PAYROLL)	1/09/15	DELTA DENTAL OF KANSAS	12.18
			1/23/15	DELTA DENTAL OF KANSAS	13.29
		GREAT WEST FINANCIAL	1/23/15	GREAT WEST FINANCIAL	77.14
		KANSAS DEPT OF REVENUE	1/23/15	STATE WITHHOLDING	129.07
		KANSAS PUBLIC EMPLOYEES	1/23/15	KPERS #1	129.51
			1/23/15	KPERS #2	122.37
		CITY OF JC FLEX SPENDING ACCT 1074334	1/23/15	FLEX SPENDING-1074334	35.76
		FLEXIBLE SPENDING ACCOUNT #1074334	1/23/15	FIRST STATE BANK	9.90
		ROLLING MEADOWS GOLF COURSE	1/23/15	ROLLING MEADOWS GOLF COURS	2.57
		UNITED WAY OF JUNCTION CITY-GEARY COUN	1/23/15	UNITED WAY	4.65
				TOTAL:	1,689.07
STORM WATER ADMINISTRA	STORM WATER	INTERNAL REVENUE SERVICE	1/23/15	SOCIAL SECURITY WITHHOLDIN	249.93
			1/23/15	MEDICARE WITHHOLDING	58.46
		COVENTRY HEALTH SYSTEMS	1/09/15	PHS EMPLOYEE	167.41
			1/23/15	PHS EMPLOYEE	167.40
			1/09/15	PHS EMP/SPOUSE	17.62
			1/23/15	PHS EMP/SPOUSE	17.62
			1/09/15	PHS FAMILY #2	21.73
			1/23/15	PHS FAMILY #2	21.73
			1/09/15	PHS FAMILY #3	17.62
			1/23/15	PHS FAMILY #3	17.62
			1/09/15	PHS EC 3000	61.67
			1/23/15	PHS EC 3000	61.67
			1/09/15	PHS FAMILY 3000	8.81
			1/23/15	PHS FAMILY 3000	26.43
		UNIVERSAL LUBRICANTS, LLC	1/13/15	MOTOR OIL	27.52
		SUMMIT TRUCK GROUP	1/08/15	STOCK FLUIDS FOR VEHICLES	10.19
		CENTRAL POWER SYSTEMS & SERVICES	1/14/15	BLADES	15.85
		AMEC ENVIRONMENT & INFRASTRUCTURE INC	12/31/14	AMEC ENVIRONMENT & INFRAS	21,220.61
		NAT'L INSURANCE MARKETING BROKERS LLC	1/23/15	CITY OF JC EMPLOYER PD LIF	17.66
		CLASS C SOLUTIONS GROUP	1/13/15	FLEET SHOP PIECES	94.20
		WEX BANK	12/31/14	STORM WATER-DEC 2014-FUEL	513.71
		DELTA DENTAL (PAYROLL)	1/09/15	DELTA DENTAL OF KANSAS	24.71
			1/23/15	DELTA DENTAL OF KANSAS	26.96
			1/09/15	DELTA DENTAL OF KANSAS	10.81
			1/23/15	DELTA DENTAL OF KANSAS	10.80
		KANSAS PUBLIC EMPLOYEES	1/23/15	KPERS #1	204.60

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT
			1/23/15	KPERS #2	193.32
			1/23/15	KPERS INSURANCE	35.67
		KAW VALLEY ENGINEERING, INC	12/31/14	2014 ON CALL CITY OF JC	3,169.92
		KERIT	1/22/15	STORM WATER-WORKERS COMP	374.29
		NAPA AUTO PARTS OF J.C.	1/12/15	COUPLING	4.32
		POSTMASTER	1/15/15	JAN 2015-POSTAGE MACHINE	1,250.00
		CARD CENTER	12/31/14	DILLIONS FUEL TOPEKA MEETY	29.00
			12/31/14	EL TAPATIO MEETING STORMWA	27.98
				TOTAL:	28,177.84
STORM WATER DISTRIBUTI	STORM WATER	KERIT	1/22/15	STORM WATER-DISTRIBUTION	1,412.48
				TOTAL:	1,412.48
FEMA GRANT MATCH	STORM WATER	KAW VALLEY ENGINEERING, INC	12/31/14	SUTTERWOODS- FLOOD DAMAGED	180.00
				TOTAL:	180.00
FACILITY MANAGEMENT	ECONOMIC DEVELOPME	PAXTON WELDING	1/21/15	SIGN REPAIRS, TOM NEAL PAR	95.00
		CARD CENTER	12/31/14	PAINT SUPPLIES, INDUSTRIAL	15.03
			12/31/14	PAINT SUPPLIES, INDUSTRIAL	12.99
				TOTAL:	123.02
SPECIAL HIGHWAY	SPECIAL HIGHWAY FU	T & M CONCRETE CONSTRUCTION	12/31/14	2014 sTREET MAINTENANCE	61,734.25
		CENTURYLINK COMMUNICATION, INC.	1/16/15	ENGINEERING	35.67
		KAW VALLEY ENGINEERING, INC	12/31/14	2014 ST. MAINT. MILL & OVE	3,828.00
			12/31/14	2014 ST. MAIN. CONCRETE PA	2,607.82
			12/31/14	2014 STREET MAINTENANCE	3,000.96
				TOTAL:	71,206.70
NON-DEPARTMENTAL	SANITATION FUND	INTERNAL REVENUE SERVICE	1/23/15	FEDERAL WITHHOLDING	941.68
			1/23/15	SOCIAL SECURITY WITHHOLDIN	620.64
			1/23/15	MEDICARE WITHHOLDING	145.15
		COVENTRY HEALTH SYSTEMS	1/09/15	PHS EMPLOYEE	160.82
			1/23/15	PHS EMPLOYEE	160.82
			1/23/15	PHS EMP/SPOUSE	29.68
			1/09/15	PHS FAMILY #2	5.43
			1/23/15	PHS FAMILY #2	5.43
			1/09/15	PHS FAMILY #3	31.89
			1/23/15	PHS FAMILY #3	31.89
			1/09/15	PHS EC 3000	26.60
			1/23/15	PHS EC 3000	26.60
			1/09/15	PHS FAMILY 3000	38.03
			1/23/15	PHS FAMILY 3000	76.06
		CARVER & BLANTON SHEA	1/23/15	GARNISHMENT	66.77
		CITY OF JUNCTION CITY	1/09/15	CITY OF JUNCTION CITY (G-F	1.00
			1/23/15	CITY OF JUNCTION CITY (G-F	1.00
			1/09/15	TELEPHONE REIMBURSEMENT	7.95
			1/23/15	TELEPHONE REIMBURSEMENT	9.28
		NAT'L INSURANCE MARKETING BROKERS LLC	1/09/15	CITY OF JC VOLUNTARY BENEF	52.46
			1/23/15	CITY OF JC VOLUNTARY BENEF	53.76
			1/09/15	CITY OF JC BEFORE TAX	26.94
			1/23/15	CITY OF JC BEFORE TAX	29.50
		PAYLOGIX	1/23/15	PAYCHECK DIRECT	5.77
		DELTA DENTAL (PAYROLL)	1/09/15	DELTA DENTAL OF KANSAS	22.71
			1/23/15	DELTA DENTAL OF KANSAS	24.93
		GREAT WEST FINANCIAL	1/23/15	GREAT WEST FINANCIAL	81.83
		KANSAS DEPT OF REVENUE	1/23/15	STATE WITHHOLDING	285.22

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT
		KANSAS PUBLIC EMPLOYEES	1/23/15	KPERS #1	172.61
			1/23/15	KPERS #2	435.53
		CITY OF JC FLEX SPENDING ACCT 1074334	1/23/15	FLEX SPENDING-1074334	65.76
		FLEXIBLE SPENDING ACCOUNT #1074334	1/23/15	FIRST STATE BANK	14.84
		ROLLING MEADOWS GOLF COURSE	1/23/15	ROLLING MEADOWS GOLF COURS	3.66
		UNITED WAY OF JUNCTION CITY-GEARY COUN	1/23/15	UNITED WAY	5.20
				TOTAL:	3,667.44
SANITATION PICKUP	SANITATION FUND	INTERNAL REVENUE SERVICE	1/23/15	SOCIAL SECURITY WITHHOLDIN	420.32
			1/23/15	MEDICARE WITHHOLDING	98.29
		COVENTRY HEALTH SYSTEMS	1/09/15	PHS EMPLOYEE	563.95
			1/23/15	PHS EMPLOYEE	563.94
			1/09/15	PHS FAMILY #3	26.43
			1/23/15	PHS FAMILY #3	26.43
			1/09/15	PHS EC 3000	26.43
			1/23/15	PHS EC 3000	26.43
		UNIVERSAL LUBRICANTS, LLC	12/31/14	FLEET OIL	500.00
			12/31/14	FLEET OIL	234.81
			1/13/15	MOTOR OIL	27.52
		CENTURY BUSINESS TECHNOLOGIES	1/22/15	Copier - PW	17.50
			1/22/15	Copier - PW	8.00
		CITY OF JUNCTION CITY PETTY CASH 10743	1/22/15	GE CO TREAS REG SANITATION	32.00
		SUMMIT TRUCK GROUP	1/08/15	STOCK FLUIDS FOR VEHICLES	9.59
			1/13/15	FLEETRITE FLUIDS	54.97
			1/13/15	LINES FOR SANI TRUCKS	14.74
		CENTRAL POWER SYSTEMS & SERVICES	1/14/15	BLADES	15.85
		MOTION INDUSTRIES INC	1/19/15	CLAMPS FOR SHOP STOCK	90.39
		INTOUCH	12/31/14	GPS SYSTEMS	539.70
		KEEP TIDY	12/31/14	SANI BOXES	3,611.96
		NAT'L INSURANCE MARKETING BROKERS LLC	1/23/15	CITY OF JC EMPLOYER PD LIF	40.25
		BD4 DISTRIBUTING, INC.	12/31/14	WALLHUGGER WASTEBASK	434.00
			12/31/14	GRAY LID	76.50
			12/31/14	GREEN LIDS	76.50
			12/31/14	YELLOW LIDS	76.50
			12/31/14	BLUE LIDS	76.50
			12/31/14	QUAD DOLLY	273.90
		CLASS C SOLUTIONS GROUP	1/13/15	FLEET SHOP PIECES	94.20
		LONGFORD WATER CO	12/31/14	WATER	417.60
			12/31/14	LABELS	412.00
		WEX BANK	12/31/14	SOLID WASTE-DEC 2014-FUEL	3,547.55
			12/31/14	SOLID WASTE-DEC 2014-FUEL	90.75
		DELTA DENTAL (PAYROLL)	1/09/15	DELTA DENTAL OF KANSAS	25.85
			1/23/15	DELTA DENTAL OF KANSAS	25.85
			1/09/15	DELTA DENTAL OF KANSAS	49.51
			1/23/15	DELTA DENTAL OF KANSAS	49.49
		CINTAS CORPORATION	12/26/14	EYEWASH AND KITS	24.04
		DOWNING SALES & SERVICE	12/31/14	2 YD DUMPSTERS	1,260.00
			12/31/14	4 YD DUMPSTERS	7,250.00
			12/31/14	6 YD DUMPSTERS	9,620.00
			12/31/14	FREIGHT	1,000.00
			12/31/14	FREIGHT	1,000.00-
		EAE ENTERPRISES	12/31/14	JACKETS AND OVERALLS	207.26
			1/16/15	POLOS - BLANCHARD	16.32
		KEY OFFICE EQUIPMENT	1/20/15	DSK CLNDRS, ALUM CLPBRDS,L	17.42
		KANSAS GAS SERVICE	12/31/14	2324 N JACKSON-DEC 2014	533.69
		KANSAS PUBLIC EMPLOYEES	1/23/15	KPERS #1	120.86

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT
			1/23/15	KPERS #2	527.03
			1/23/15	KPERS INSURANCE	58.09
		KERIT	1/22/15	SOLID WASTE-WORKERS COMP	4,962.78
		NAPA AUTO PARTS OF J.C.	1/12/15	COUPLING	4.32
			1/16/15	ADAPTERS - STOCK	3.28
		CARD CENTER	12/31/14	FREDPRYOR CAREERTRACK	83.16
			12/31/14	FREDPRYOR CAREERTRACK	199.00
			12/31/14	APWA DUES	100.65
			12/31/14	OFFICE SUPPLIES	24.92
		CINTAS #451	1/23/15	WKLY SHOP TOWELS	4.19
			1/23/15	WKLY MATS	9.88
			1/14/15	WKLY SHOP TOWELS	2.67
			1/14/15	WKLY MATS	11.38
			1/20/15	WKLY SHOP TOWELS	4.19
			1/20/15	WKLY MATS	9.88
		T.O.HAAS TIRES	12/31/14	TIRES	1,866.90
				TOTAL:	39,618.11
SANITATION ADMINISTRAT	SANITATION FUND	INTERNAL REVENUE SERVICE	1/23/15	SOCIAL SECURITY WITHHOLDIN	200.33
			1/23/15	MEDICARE WITHHOLDING	46.79
		COVENTRY HEALTH SYSTEMS	1/09/15	PHS EMPLOYEE	79.30
			1/23/15	PHS EMPLOYEE	79.31
			1/23/15	PHS EMP/SPOUSE	17.62
			1/09/15	PHS FAMILY #2	21.73
			1/23/15	PHS FAMILY #2	21.73
			1/09/15	PHS FAMILY 3000	17.63
			1/23/15	PHS FAMILY 3000	35.25
		NAT'L INSURANCE MARKETING BROKERS LLC	1/23/15	CITY OF JC EMPLOYER PD LIF	14.29
		DELTA DENTAL (PAYROLL)	1/09/15	DELTA DENTAL OF KANSAS	20.22
			1/23/15	DELTA DENTAL OF KANSAS	24.70
			1/09/15	DELTA DENTAL OF KANSAS	4.54
			1/23/15	DELTA DENTAL OF KANSAS	4.54
		KANSAS PUBLIC EMPLOYEES	1/23/15	KPERS #1	151.83
			1/23/15	KPERS #2	161.09
			1/23/15	KPERS INSURANCE	28.04
		KERIT	1/22/15	SOLID WASTE-ADMIN-WORK COM	114.20
		INCODE	2/01/15	Bar Code Scanner Maint - 3	70.86
			2/01/15	Bar Code Scanner Maint - 3	70.86
			2/01/15	Bar Code Scanner Maint - 3	70.86
			2/01/15	Bar Code Scanner Maint - 3	70.86
			2/01/15	Receipt Printer Maint - 33	159.98
			2/01/15	Receipt Printer Maint - 33	159.98
			2/01/15	Receipt Printer Maint - 33	159.98
			2/01/15	Receipt Printer Maint - 33	159.98
			2/01/15	Web - Utilities Inquiry -	106.66
		POSTMASTER	1/15/15	JAN 2015-POSTAGE MACHINE	1,250.00
				TOTAL:	3,323.16
CAPITAL IMPROVEMENT	CAPITAL IMPROVEMEN	CHENEY CONSTRUCTION INC	12/31/14	MUNICIPAL COURT CONSTRUCTI	56,803.08
				TOTAL:	56,803.08
NON-DEPARTMENTAL	DRUG & ALCOHOL ABU	INTERNAL REVENUE SERVICE	1/23/15	FEDERAL WITHHOLDING	208.61
			1/23/15	MEDICARE WITHHOLDING	30.64
		COVENTRY HEALTH SYSTEMS	1/09/15	PHS FAMILY #2	2.67
		CITY OF JUNCTION CITY	1/23/15	TELEPHONE REIMBURSEMENT	1.11
		DELTA DENTAL (PAYROLL)	1/09/15	DELTA DENTAL OF KANSAS	11.91

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT
			1/23/15	DELTA DENTAL OF KANSAS	12.54
		JCPOA	1/23/15	JCPOA	22.62
		KANSAS DEPT OF REVENUE	1/23/15	STATE WITHHOLDING	62.53
		KANSAS PUBLIC EMPLOYEES	1/23/15	KP&F	156.45
		CITY OF JC FLEX SPENDING ACCT 1074334	1/23/15	FLEX SPENDING-1074334	62.50
		UNITED WAY OF JUNCTION CITY-GEARY COUN	1/23/15	UNITED WAY	7.00
				TOTAL:	578.58
DRUG & ALCOHOL ABUSE	DRUG & ALCOHOL ABU	INTERNAL REVENUE SERVICE	1/23/15	MEDICARE WITHHOLDING	30.64
		COVENTRY HEALTH SYSTEMS	1/09/15	PHS FAMILY #2	10.69
		NAT'L INSURANCE MARKETING BROKERS LLC	1/23/15	CITY OF JC EMPLOYER PD LIF	12.15
		DELTA DENTAL (PAYROLL)	1/09/15	DELTA DENTAL OF KANSAS	24.13
			1/23/15	DELTA DENTAL OF KANSAS	25.41
		SPORT SAFE TESTING SERVICE, INC	1/16/15	7549 JCHS RANDOM DRUG TEST	377.00
		KANSAS PUBLIC EMPLOYEES	1/23/15	KP&F	435.85
		KERIT	1/22/15	DRUG & ALCOHOL-WORK COMP	369.37
				TOTAL:	1,285.24
NON-DEPARTMENTAL	SPECIAL LE TRUST F	INTERNAL REVENUE SERVICE	1/23/15	FEDERAL WITHHOLDING	34.83
			1/23/15	SOCIAL SECURITY WITHHOLDIN	34.07
			1/23/15	MEDICARE WITHHOLDING	7.97
		COVENTRY HEALTH SYSTEMS	1/09/15	PHS EMPLOYEE	22.03
			1/23/15	PHS EMPLOYEE	22.03
		DELTA DENTAL (PAYROLL)	1/09/15	DELTA DENTAL OF KANSAS	5.55
			1/23/15	DELTA DENTAL OF KANSAS	5.55
		GREAT WEST FINANCIAL	1/23/15	GREAT WEST FINANCIAL	25.00
		KANSAS DEPT OF REVENUE	1/23/15	STATE WITHHOLDING	12.01
		KANSAS PUBLIC EMPLOYEES	1/23/15	KPERS #1	35.13
		CITY OF JC FLEX SPENDING ACCT 1074334	1/23/15	FLEX SPENDING-1074334	8.34
				TOTAL:	212.51
SPECIAL LAW ENFORCEMEN	SPECIAL LE TRUST F	INTERNAL REVENUE SERVICE	1/23/15	SOCIAL SECURITY WITHHOLDIN	34.07
			1/23/15	MEDICARE WITHHOLDING	7.97
		A PLUS CHEMDRY	1/14/15	28393 PD CARPET CLEANING	991.68
		COVENTRY HEALTH SYSTEMS	1/09/15	PHS EMPLOYEE	88.11
			1/23/15	PHS EMPLOYEE	88.11
		NATIONAL RIFLE ASSOC	1/27/15	HANDGUN/SHOTGUN INSTR #86	595.00
		C & K CONSTRUCTION	1/26/15	391113 SWAT ROOM SINK	104.98
		NAT'L INSURANCE MARKETING BROKERS LLC	1/23/15	CITY OF JC EMPLOYER PD LIF	4.15
		DELTA DENTAL (PAYROLL)	1/09/15	DELTA DENTAL OF KANSAS	11.23
			1/23/15	DELTA DENTAL OF KANSAS	11.23
		KANSAS PUBLIC EMPLOYEES	1/23/15	KPERS #1	55.49
			1/23/15	KPERS INSURANCE	4.97
		KERIT	1/22/15	SPECIAL LAW-WORKERS COMP	11.93
		CARD CENTER	12/29/14	DICK'S SPORT-FITNESS RACK	452.53
			12/29/14	DICK'S SPORT-FITNESS BENCH	196.91
			12/29/14	SW AIR-PRO/EVIDENCE MGMT T	436.40
			12/29/14	AMAZON-QUAD LCD MONITOR	69.22
			12/29/14	AMAZON-ICAC COMP SUPPLY	73.30
			12/29/14	BEST BUY-LAPTOP	499.99
			12/29/14	STAPLES-DRY ERASE BOARD/MR	614.36
			12/29/14	MENARDS-WAREHOUSE/SWAT BR	580.90
				TOTAL:	4,932.53
LAW ENFORCEMENT TRAIN	LAW ENFORCEMENT TR	LYON COUNTY SHERIFFS OFFICE	1/27/15	15-028 2015 SHERIFF SPRING	60.00
		CITY OF JUNCTION CITY PETTY CASH 10743	1/22/15	JEFF CHILDS TRAVEL REIMBUR	5.52
				TOTAL:	65.52

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT
===== FUND TOTALS =====					
01	GENERAL FUND				465,667.60
02	GRANTS				2,040.00
12	BOND & INTEREST				235,469.65
15	WATER & SEWER FUND				242,045.14
18	STORM WATER				31,459.39
19	ECONOMIC DEVELOPMENT				123.02
22	SPECIAL HIGHWAY FUND				71,206.70
23	SANITATION FUND				46,608.71
25	CAPITAL IMPROVEMENT FUND				56,803.08
47	DRUG & ALCOHOL ABUSE FUND				1,863.82
50	SPECIAL LE TRUST FUND				5,145.04
54	LAW ENFORCEMENT TRAINING				65.52

	GRAND TOTAL:				1,158,497.67

TOTAL PAGES: 28

COMPANY: 99 - POOLED CASH FUND
ACCOUNT: 1-00-00-0101 POOLED CASH MASTER
TYPE: CHECK
STATUS: All
FOLIO: ALL

CHECK DATE: 1/13/2015 THRU 1/27/2015
CLEAR DATE: 0/00/0000 THRU 99/99/9999
STATEMENT: 0/00/0000 THRU 99/99/9999
VOIDED DATE: 0/00/0000 THRU 99/99/9999
AMOUNT: 0.00 THRU 999,999,999.99
CHECK NUMBER: 000000 THRU 999999

ACCOUNT	--DATE--	--TYPE--	NUMBER	-----DESCRIPTION-----	----AMOUNT---	STATUS	FOLIO	CLEAR DATE
CHECK:								
1-00-00-0101	1/15/2015	CHECK	252684	WATER PROTECTION FEE/CLEAN DRI	14,433.19CR	OUTSTND	A	0/00/0000
1-00-00-0101	1/15/2015	CHECK	252685	POSTMASTER	5,000.00CR	OUTSTND	A	0/00/0000
1-00-00-0101	1/15/2015	CHECK	252686	REFUND: QUINTANA, SALVADOR	365.72CR	OUTSTND	U	0/00/0000
1-00-00-0101	1/16/2015	CHECK	252687	CENTURYLINK COMMUNICATION, INC	2,268.61CR	OUTSTND	A	0/00/0000
1-00-00-0101	1/20/2015	CHECK	252688	GEARY COUNTY REGISTER DEEDS	60.00CR	OUTSTND	A	0/00/0000
1-00-00-0101	1/20/2015	CHECK	252689	GEARY COUNTY REGISTER DEEDS	100.00CR	OUTSTND	A	0/00/0000
1-00-00-0101	1/20/2015	CHECK	252690	GEARY COUNTY REGISTER DEEDS	100.00CR	OUTSTND	A	0/00/0000
1-00-00-0101	1/21/2015	CHECK	252691	O PYO CROSS	5,000.00CR	OUTSTND	A	0/00/0000
1-00-00-0101	1/21/2015	CHECK	252692	GEARY COUNTY REGISTER DEEDS	100.00CR	OUTSTND	A	0/00/0000
1-00-00-0101	1/21/2015	CHECK	252693	GEARY COUNTY REGISTER DEEDS	100.00CR	OUTSTND	A	0/00/0000
1-00-00-0101	1/23/2015	CHECK	252694	JAN HAMILTON, CH.13 TRUSTEE-	600.00CR	OUTSTND	A	0/00/0000
1-00-00-0101	1/23/2015	CHECK	252695	CARVER & BLANTON SHEA	333.83CR	OUTSTND	A	0/00/0000
1-00-00-0101	1/23/2015	CHECK	252696	KANSAS PAYMENT CENTER	969.91CR	OUTSTND	A	0/00/0000
1-00-00-0101	1/23/2015	CHECK	252697	W H GRIFFIN, TRUSTEE	696.93CR	OUTSTND	A	0/00/0000
1-00-00-0101	1/23/2015	CHECK	252698	PAYLOGIX	66.69CR	OUTSTND	A	0/00/0000
1-00-00-0101	1/23/2015	CHECK	252699	CITY OF JC FLEX SPENDING ACCT	3,010.43CR	OUTSTND	A	0/00/0000
1-00-00-0101	1/23/2015	CHECK	252700	FLEXIBLE SPENDING ACCOUNT #107	98.96CR	OUTSTND	A	0/00/0000
1-00-00-0101	1/23/2015	CHECK	252701	ROLLING MEADOWS GOLF COURSE	69.57CR	OUTSTND	A	0/00/0000
1-00-00-0101	1/23/2015	CHECK	252702	UNITED WAY OF JUNCTION CITY-GE	223.50CR	OUTSTND	A	0/00/0000
1-00-00-0101	1/21/2015	CHECK	252703	CITY OF JUNCTION CITY	800.50CR	OUTSTND	A	0/00/0000
1-00-00-0101	1/21/2015	CHECK	252704	NAT'L INSURANCE MARKETING BROK	6,181.98CR	OUTSTND	A	0/00/0000
1-00-00-0101	1/21/2015	CHECK	252705	DELTA DENTAL (PAYROLL)	7,241.14CR	OUTSTND	A	0/00/0000
1-00-00-0101	1/21/2015	CHECK	252706	POLICE & FIREMEN'S	2,380.39CR	OUTSTND	A	0/00/0000
1-00-00-0101	1/22/2015	CHECK	252707	REFUND: BENDAVID, MAYRA	69.52CR	OUTSTND	U	0/00/0000
1-00-00-0101	1/22/2015	CHECK	252708	REFUND: TAITANO, JARON	29.98CR	OUTSTND	U	0/00/0000
1-00-00-0101	1/22/2015	CHECK	252709	REFUND: ALBRIGHT, CHRISTOPHER	30.70CR	OUTSTND	U	0/00/0000
1-00-00-0101	1/22/2015	CHECK	252710	REFUND: SUTTON, KYLE G	23.10CR	OUTSTND	U	0/00/0000
1-00-00-0101	1/22/2015	CHECK	252711	REFUND: HEWITT, MATTHEW J	73.85CR	OUTSTND	U	0/00/0000
1-00-00-0101	1/22/2015	CHECK	252712	REFUND: MENDOZA, SHELBY C	64.52CR	OUTSTND	U	0/00/0000
1-00-00-0101	1/22/2015	CHECK	252713	REFUND: STONE, JOHNATHON G	69.48CR	OUTSTND	U	0/00/0000
1-00-00-0101	1/22/2015	CHECK	252714	REFUND: PRYOR, SAMANTHA	79.28CR	OUTSTND	U	0/00/0000
1-00-00-0101	1/22/2015	CHECK	252715	REFUND: GILLENS, GERONDA	21.43CR	OUTSTND	U	0/00/0000
1-00-00-0101	1/22/2015	CHECK	252716	REFUND: TOUCHTON, ANDREW I	46.84CR	OUTSTND	U	0/00/0000
1-00-00-0101	1/22/2015	CHECK	252717	REFUND: POND, ANGELA	55.04CR	OUTSTND	U	0/00/0000
1-00-00-0101	1/22/2015	CHECK	252718	REFUND: DAVIS, KARA L	35.90CR	OUTSTND	U	0/00/0000
1-00-00-0101	1/22/2015	CHECK	252719	REFUND: WALLACE, KRISTAL	28.48CR	OUTSTND	U	0/00/0000
1-00-00-0101	1/22/2015	CHECK	252720	REFUND: GARNEY, JESSICA M	139.60CR	OUTSTND	U	0/00/0000
1-00-00-0101	1/22/2015	CHECK	252721	REFUND: WOLPORD, LACY	79.85CR	OUTSTND	U	0/00/0000
1-00-00-0101	1/22/2015	CHECK	252722	REFUND: ELAINIE, COULIBALY	77.94CR	OUTSTND	U	0/00/0000
1-00-00-0101	1/22/2015	CHECK	252723	REFUND: HUGHES, BILLY E	27.32CR	OUTSTND	U	0/00/0000
1-00-00-0101	1/22/2015	CHECK	252724	REFUND: HENDRICKS, MATTHEW	47.49CR	OUTSTND	U	0/00/0000
1-00-00-0101	1/22/2015	CHECK	252725	REFUND: MILLER, TIQUAYSHA	59.19CR	OUTSTND	U	0/00/0000
1-00-00-0101	1/22/2015	CHECK	252726	REFUND: BOWMAN, RIANNE M	54.40CR	OUTSTND	U	0/00/0000
1-00-00-0101	1/22/2015	CHECK	252727	REFUND: MOORE, TIMOTHY S	58.77CR	OUTSTND	U	0/00/0000

COMPANY: 99 - POOLED CASH FUND
ACCOUNT: 1-00-00-0101 POOLED CASH MASTER
TYPE: CHECK
STATUS: All
FOLIO: ALL

CHECK DATE: 1/13/2015 THRU 1/27/2015
CLEAR DATE: 0/00/0000 THRU 99/99/9999
STATEMENT: 0/00/0000 THRU 99/99/9999
VOIDED DATE: 0/00/0000 THRU 99/99/9999
AMOUNT: 0.00 THRU 999,999,999.99
CHECK NUMBER: 000000 THRU 999999

ACCOUNT	--DATE--	--TYPE--	NUMBER	-----DESCRIPTION-----	----AMOUNT---	STATUS	FOLIO	CLEAR DATE
CHECK:								
1-00-00-0101	1/22/2015	CHECK	252728	REFUND: CAIN, HAROLD	238.77CR	OUTSTND	U	0/00/0000
1-00-00-0101	1/22/2015	CHECK	252729	REFUND: CAMPBELL, CHRISTOPHER	74.70CR	OUTSTND	U	0/00/0000
1-00-00-0101	1/22/2015	CHECK	252730	REFUND: RAMIREZ, JESSICA L	4.10CR	OUTSTND	U	0/00/0000
1-00-00-0101	1/23/2015	CHECK	252731	REFUND: COCA, VANESSA R	77.20CR	OUTSTND	U	0/00/0000
1-00-00-0101	1/22/2015	CHECK	252732	REFUND: ASKINS, HAROLD L	56.35CR	OUTSTND	U	0/00/0000
1-00-00-0101	1/22/2015	CHECK	252733	REFUND: CONNER, ERIC	111.70CR	OUTSTND	U	0/00/0000
1-00-00-0101	1/22/2015	CHECK	252734	CITY OF JUNCTION CITY PETTY CA	2,307.83CR	OUTSTND	A	0/00/0000
1-00-00-0101	1/23/2015	CHECK	252735	WOODRIVER ENERGY LLC	2,079.62CR	OUTSTND	A	0/00/0000
1-00-00-0101	1/23/2015	CHECK	252736	DS&O RURAL ELECTRIC	5,201.44CR	OUTSTND	A	0/00/0000
1-00-00-0101	1/23/2015	CHECK	252737	GEARY COUNTY REGISTER DEEDS	80.00CR	OUTSTND	A	0/00/0000
1-00-00-0101	1/23/2015	CHECK	252738	GEARY COUNTY REGISTER DEEDS	100.00CR	OUTSTND	A	0/00/0000
1-00-00-0101	1/23/2015	CHECK	252739	GEARY COUNTY REGISTER DEEDS	80.00CR	OUTSTND	A	0/00/0000
1-00-00-0101	1/23/2015	CHECK	252740	KANSAS GAS SERVICE	2,134.76CR	OUTSTND	A	0/00/0000
1-00-00-0101	1/23/2015	CHECK	252741	RISER, DEDRIC	200.00CR	OUTSTND	A	0/00/0000
1-00-00-0101	1/27/2015	CHECK	252742	A PLUS CHEMDRY	991.68CR	OUTSTND	A	0/00/0000
1-00-00-0101	1/27/2015	CHECK	252743	AGENDAPAL CORPORATION	449.00CR	OUTSTND	A	0/00/0000
1-00-00-0101	1/27/2015	CHECK	252744	AIR FILTER PLUS INC	755.28CR	OUTSTND	A	0/00/0000
1-00-00-0101	1/27/2015	CHECK	252745	LAURA AIZPRUA	106.25CR	OUTSTND	A	0/00/0000
1-00-00-0101	1/27/2015	CHECK	252746	AMEC ENVIRONMENT & INFRASTRUCT	21,220.61CR	OUTSTND	A	0/00/0000
1-00-00-0101	1/27/2015	CHECK	252747	APAC KANSAS, INC.	3,356.92CR	OUTSTND	A	0/00/0000
1-00-00-0101	1/27/2015	CHECK	252748	ASPHALT SALES OF LAWRENCE	3,658.66CR	OUTSTND	A	0/00/0000
1-00-00-0101	1/27/2015	CHECK	252749	BD4 DISTRIBUTING, INC.	1,033.85CR	OUTSTND	A	0/00/0000
1-00-00-0101	1/27/2015	CHECK	252750	BOX N SHIP	5.20CR	OUTSTND	A	0/00/0000
1-00-00-0101	1/27/2015	CHECK	252751	BRINKS INCORPORATED	195.72CR	OUTSTND	A	0/00/0000
1-00-00-0101	1/27/2015	CHECK	252752	C & K CONSTRUCTION	104.98CR	OUTSTND	A	0/00/0000
1-00-00-0101	1/27/2015	CHECK	252753	CARTEGRAPH SYSTEMS, INC.	1,179.00CR	OUTSTND	A	0/00/0000
1-00-00-0101	1/27/2015	CHECK	252754	CENTRAL POWER SYSTEMS & SERVIC	304.48CR	OUTSTND	A	0/00/0000
1-00-00-0101	1/27/2015	CHECK	252755	CENTRAL SALT LLC	6,084.73CR	OUTSTND	A	0/00/0000
1-00-00-0101	1/27/2015	CHECK	252756	CENTURY BUSINESS TECHNOLOGIES	2,763.64CR	OUTSTND	A	0/00/0000
1-00-00-0101	1/27/2015	CHECK	252757	CHAMPIONS CAR AND TRUCK WASH	20.97CR	OUTSTND	A	0/00/0000
1-00-00-0101	1/27/2015	CHECK	252758	CHENEY CONSTRUCTION INC	56,803.08CR	OUTSTND	A	0/00/0000
1-00-00-0101	1/27/2015	CHECK	252759	CINTAS CORPORATION	160.29CR	OUTSTND	A	0/00/0000
1-00-00-0101	1/27/2015	CHECK	252760	CINTAS #451	581.21CR	OUTSTND	A	0/00/0000
1-00-00-0101	1/27/2015	CHECK	252761	CITY ATTY ASSN OF KANSAS	35.00CR	OUTSTND	A	0/00/0000
1-00-00-0101	1/27/2015	CHECK	252762	CLARK & PLATT, CHTD.	500.00CR	OUTSTND	A	0/00/0000
1-00-00-0101	1/27/2015	CHECK	252763	CLASS C SOLUTIONS GROUP	942.01CR	OUTSTND	A	0/00/0000
1-00-00-0101	1/27/2015	CHECK	252764	COLLECTION BUREAU OF KANSAS IN	628.52CR	OUTSTND	A	0/00/0000
1-00-00-0101	1/27/2015	CHECK	252765	CONTINENTAL PROFESSIONAL LANDR	512.45CR	OUTSTND	A	0/00/0000
1-00-00-0101	1/27/2015	CHECK	252766	VOID CHECK	0.00	OUTSTND	A	0/00/0000
1-00-00-0101	1/27/2015	CHECK	252767	COREFIRST BANK	10,170.00CR	OUTSTND	A	0/00/0000
1-00-00-0101	1/27/2015	CHECK	252768	CROWN DISTRIBUTORS, INC.	24.03CR	OUTSTND	A	0/00/0000
1-00-00-0101	1/27/2015	CHECK	252769	DANKO EMERGENCY EQUIPMENT CO.	16.46CR	OUTSTND	A	0/00/0000
1-00-00-0101	1/27/2015	CHECK	252770	DAVE'S ELECTRIC, INC.	5,440.43CR	OUTSTND	A	0/00/0000
1-00-00-0101	1/27/2015	CHECK	252771	JOSHUA DOUGLASS	2,500.00CR	OUTSTND	A	0/00/0000

COMPANY: 99 - POOLED CASH FUND
 ACCOUNT: 1-00-00-0101 POOLED CASH MASTER
 TYPE: CHECK
 STATUS: All
 FOLIO: ALL

CHECK DATE: 1/13/2015 THRU 1/27/2015
 CLEAR DATE: 0/00/0000 THRU 99/99/9999
 STATEMENT: 0/00/0000 THRU 99/99/9999
 VOIDED DATE: 0/00/0000 THRU 99/99/9999
 AMOUNT: 0.00 THRU 999,999,999.99
 CHECK NUMBER: 000000 THRU 999999

ACCOUNT	--DATE--	--TYPE--	NUMBER	-----DESCRIPTION-----	----AMOUNT---	STATUS	FOLIO	CLEAR DATE
CHECK:								
1-00-00-0101	1/27/2015	CHECK	252772	DOWNING SALES & SERVICE	18,130.00CR	OUTSTND	A	0/00/0000
1-00-00-0101	1/27/2015	CHECK	252773	EAE ENTERPRISES	791.51CR	OUTSTND	A	0/00/0000
1-00-00-0101	1/27/2015	CHECK	252774	EARLY CHILDHOOD FAMILY NETWORK	100.00CR	OUTSTND	A	0/00/0000
1-00-00-0101	1/27/2015	CHECK	252775	FLINT HILLS BEVERAGE LLC	5.67CR	OUTSTND	A	0/00/0000
1-00-00-0101	1/27/2015	CHECK	252776	GADES SALES CO.	51.87CR	OUTSTND	A	0/00/0000
1-00-00-0101	1/27/2015	CHECK	252777	GALLAGHER BENEFIT SERVICES, IN	496.00CR	OUTSTND	A	0/00/0000
1-00-00-0101	1/27/2015	CHECK	252778	GARAGE DOOR PLACE	253.00CR	OUTSTND	A	0/00/0000
1-00-00-0101	1/27/2015	CHECK	252779	GCH RURAL HEALTH CLINIC	690.00CR	OUTSTND	A	0/00/0000
1-00-00-0101	1/27/2015	CHECK	252780	GEARY COUNTY CLERK	17,520.54CR	OUTSTND	A	0/00/0000
1-00-00-0101	1/27/2015	CHECK	252781	GEARY COUNTY SHERIFF	2,094.00CR	OUTSTND	A	0/00/0000
1-00-00-0101	1/27/2015	CHECK	252782	GOLDEN WEST INDUSTRIAL	311.77CR	OUTSTND	A	0/00/0000
1-00-00-0101	1/27/2015	CHECK	252783	HDR ENGINEERING INC	127,434.96CR	OUTSTND	A	0/00/0000
1-00-00-0101	1/27/2015	CHECK	252784	IIMC	120.00CR	OUTSTND	A	0/00/0000
1-00-00-0101	1/27/2015	CHECK	252785	INCODE	4,191.75CR	OUTSTND	A	0/00/0000
1-00-00-0101	1/27/2015	CHECK	252786	INTOUCH	3,598.00CR	OUTSTND	A	0/00/0000
1-00-00-0101	1/27/2015	CHECK	252787	J & K CONTRACTING L.C.	14,070.00CR	OUTSTND	A	0/00/0000
1-00-00-0101	1/27/2015	CHECK	252788	J. WARREN COMPANY INC.	537.75CR	OUTSTND	A	0/00/0000
1-00-00-0101	1/27/2015	CHECK	252789	JIM CLARK AUTO CENTER	100.28CR	OUTSTND	A	0/00/0000
1-00-00-0101	1/27/2015	CHECK	252790	JOHN DEERE LANDSCAPES/LESCO	7,073.14CR	OUTSTND	A	0/00/0000
1-00-00-0101	1/27/2015	CHECK	252791	KA-COMM	795.14CR	OUTSTND	A	0/00/0000
1-00-00-0101	1/27/2015	CHECK	252792	KACPZO TREASURER	35.00CR	OUTSTND	A	0/00/0000
1-00-00-0101	1/27/2015	CHECK	252793	KANSAS GAS SERVICE	949.19CR	OUTSTND	A	0/00/0000
1-00-00-0101	1/27/2015	CHECK	252794	KANSAS MUNICIPAL UTILITIES	1,160.00CR	OUTSTND	A	0/00/0000
1-00-00-0101	1/27/2015	CHECK	252795	KAW VALLEY ENGINEERING, INC	15,006.70CR	OUTSTND	A	0/00/0000
1-00-00-0101	1/27/2015	CHECK	252796	KEEP TIDY	3,611.96CR	OUTSTND	A	0/00/0000
1-00-00-0101	1/27/2015	CHECK	252797	KERIT	96,074.00CR	OUTSTND	A	0/00/0000
1-00-00-0101	1/27/2015	CHECK	252798	KEY OFFICE EQUIPMENT	2,118.11CR	OUTSTND	A	0/00/0000
1-00-00-0101	1/27/2015	CHECK	252799	LATHROP & GAGE LLP	1,254.00CR	OUTSTND	A	0/00/0000
1-00-00-0101	1/27/2015	CHECK	252800	LIFELOC TECHNOLOGIES, INC	110.27CR	OUTSTND	A	0/00/0000
1-00-00-0101	1/27/2015	CHECK	252801	LONGFORD WATER CO	829.60CR	OUTSTND	A	0/00/0000
1-00-00-0101	1/27/2015	CHECK	252802	LYON COUNTY SHERIFFS OFFICE	60.00CR	OUTSTND	A	0/00/0000
1-00-00-0101	1/27/2015	CHECK	252803	LINDSAY MARRS	55.50CR	OUTSTND	A	0/00/0000
1-00-00-0101	1/27/2015	CHECK	252804	MASEK GOLF CAR COMPANY	20.00CR	OUTSTND	A	0/00/0000
1-00-00-0101	1/27/2015	CHECK	252805	MASSCO	730.63CR	OUTSTND	A	0/00/0000
1-00-00-0101	1/27/2015	CHECK	252806	MICK MCCALLISTER	277.30CR	OUTSTND	A	0/00/0000
1-00-00-0101	1/27/2015	CHECK	252807	MID AMERICAN SIGNAL	9,990.00CR	OUTSTND	A	0/00/0000
1-00-00-0101	1/27/2015	CHECK	252808	MIDWEST CONCRETE MATERIALS	947.85CR	OUTSTND	A	0/00/0000
1-00-00-0101	1/27/2015	CHECK	252809	STEPHANIE MORRELL	50.00CR	OUTSTND	A	0/00/0000
1-00-00-0101	1/27/2015	CHECK	252810	MOTION INDUSTRIES INC	602.60CR	OUTSTND	A	0/00/0000
1-00-00-0101	1/27/2015	CHECK	252811	MUNICIPAL CODE CORPORATION	600.00CR	OUTSTND	A	0/00/0000
1-00-00-0101	1/27/2015	CHECK	252812	NAPA AUTO PARTS OF J.C.	186.78CR	OUTSTND	A	0/00/0000
1-00-00-0101	1/27/2015	CHECK	252813	NEWMAN SIGNS	591.08CR	OUTSTND	A	0/00/0000
1-00-00-0101	1/27/2015	CHECK	252814	NATIONAL RIFLE ASSOC	595.00CR	OUTSTND	A	0/00/0000
1-00-00-0101	1/27/2015	CHECK	252815	PAVING MAINTENANCE SUPPLY INC	71.10CR	OUTSTND	A	0/00/0000

COMPANY: 99 - POOLED CASH FUND
 ACCOUNT: 1-00-00-0101 POOLED CASH MASTER
 TYPE: CHECK
 STATUS: All
 FOLIO: ALL

CHECK DATE: 1/13/2015 THRU 1/27/2015
 CLEAR DATE: 0/00/0000 THRU 99/99/9999
 STATEMENT: 0/00/0000 THRU 99/99/9999
 VOIDED DATE: 0/00/0000 THRU 99/99/9999
 AMOUNT: 0.00 THRU 999,999,999.99
 CHECK NUMBER: 000000 THRU 999999

ACCOUNT	--DATE--	--TYPE--	NUMBER	-----DESCRIPTION-----	----AMOUNT---	STATUS	FOLIO	CLEAR DATE
CHECK:								
1-00-00-0101	1/27/2015	CHECK	252816	PAXTON WELDING	95.00CR	OUTSTND	A	0/00/0000
1-00-00-0101	1/27/2015	CHECK	252817	PROFESSIONAL TURF PRODUCTS	786.38CR	OUTSTND	A	0/00/0000
1-00-00-0101	1/27/2015	CHECK	252818	PROPANE CENTRAL	608.57CR	OUTSTND	A	0/00/0000
1-00-00-0101	1/27/2015	CHECK	252819	REDI SYSTEMS INC.	6,120.00CR	OUTSTND	A	0/00/0000
1-00-00-0101	1/27/2015	CHECK	252820	REGELMAN LIQUOR STORE	24.05CR	OUTSTND	A	0/00/0000
1-00-00-0101	1/27/2015	CHECK	252821	ROADSIDE VENTURES	350.00CR	OUTSTND	A	0/00/0000
1-00-00-0101	1/27/2015	CHECK	252822	SALINA STEEL SUPPLY, INC	4,913.98CR	OUTSTND	A	0/00/0000
1-00-00-0101	1/27/2015	CHECK	252823	SALINA SUPPLY COMPANY	4,811.14CR	OUTSTND	A	0/00/0000
1-00-00-0101	1/27/2015	CHECK	252824	SAM'S CLUB	494.67CR	OUTSTND	A	0/00/0000
1-00-00-0101	1/27/2015	CHECK	252825	SCREEN MACHINE SPORTS	102.00CR	OUTSTND	A	0/00/0000
1-00-00-0101	1/27/2015	CHECK	252826	SECURITY SOLUTIONS INC	146.00CR	OUTSTND	A	0/00/0000
1-00-00-0101	1/27/2015	CHECK	252827	SNACK EXPRESS	621.15CR	OUTSTND	A	0/00/0000
1-00-00-0101	1/27/2015	CHECK	252828	SPORT SAFE TESTING SERVICE, IN	377.00CR	OUTSTND	A	0/00/0000
1-00-00-0101	1/27/2015	CHECK	252829	STAPLES ADVANTAGE	1,139.04CR	OUTSTND	A	0/00/0000
1-00-00-0101	1/27/2015	CHECK	252830	SUMMIT TRUCK GROUP	220.57CR	OUTSTND	A	0/00/0000
1-00-00-0101	1/27/2015	CHECK	252831	T & M CONCRETE CONSTRUCTION	61,734.25CR	OUTSTND	A	0/00/0000
1-00-00-0101	1/27/2015	CHECK	252832	T.O.HAAS TIRES	13,594.37CR	OUTSTND	A	0/00/0000
1-00-00-0101	1/27/2015	CHECK	252833	THE PRINTERV	205.00CR	OUTSTND	A	0/00/0000
1-00-00-0101	1/27/2015	CHECK	252834	THERMAL COMFORT AIR, INC	1,425.86CR	OUTSTND	A	0/00/0000
1-00-00-0101	1/27/2015	CHECK	252835	TELKE ENTERPRISE, LLC	39.79CR	OUTSTND	A	0/00/0000
1-00-00-0101	1/27/2015	CHECK	252836	TMHC SERVICES, INC.	498.00CR	OUTSTND	A	0/00/0000
1-00-00-0101	1/27/2015	CHECK	252837	UNIQUE BODY & COLOR	2,750.00CR	OUTSTND	A	0/00/0000
1-00-00-0101	1/27/2015	CHECK	252838	UNIVERSAL LUBRICANTS, LLC	5,411.34CR	OUTSTND	A	0/00/0000
1-00-00-0101	1/27/2015	CHECK	252839	VANDEBILTS	139.99CR	OUTSTND	A	0/00/0000
1-00-00-0101	1/27/2015	CHECK	252840	WEST PAYMENT CENTER	216.83CR	OUTSTND	A	0/00/0000
1-00-00-0101	1/27/2015	CHECK	252841	WESTAR ENERGY	526.28CR	OUTSTND	A	0/00/0000
1-00-00-0101	1/27/2015	CHECK	252842	WHITE STAR	194.08CR	OUTSTND	A	0/00/0000
TOTALS FOR ACCOUNT 1-00-00-				CHECK	TOTAL:	626,502.34CR		
				DEPOSIT	TOTAL:	0.00		
				INTEREST	TOTAL:	0.00		
				MISCELLANEOUS	TOTAL:	0.00		
				SERVICE CHARGE	TOTAL:	0.00		
				EFT	TOTAL:	0.00		
				BANK-DRAFT	TOTAL:	0.00		
TOTALS FOR POOLED CASH FUND				CHECK	TOTAL:	626,502.34CR		
				DEPOSIT	TOTAL:	0.00		
				INTEREST	TOTAL:	0.00		
				MISCELLANEOUS	TOTAL:	0.00		
				SERVICE CHARGE	TOTAL:	0.00		
				EFT	TOTAL:	0.00		
				BANK-DRAFT	TOTAL:	0.00		

Backup material for agenda item:

- b. Consideration of City Commission Minutes for January 20, 2015.

CITY COMMISSION MINUTES

January 20, 2015

7:00p.m.

CALL TO ORDER

The scheduled meeting of the Junction City Commission was held on Tuesday, January 20, 2015 with Mayor Michael Ryan presiding.

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

PUBLIC COMMENT

Bill Cook of 321 Redbud spoke on behalf of Celina Vincent and stated that the sewer system back up 18 inches into Mrs. Vincent's property. Mr. Cook stated that he had seen a sewer cover knocked off due to sewer backup. Mr. Cook stated that there is a significant problem. Mr. Cook stated that he is paying for the service and wants it to be reliable. Finance Director Beatty stated that the City is typically at fault if the City is found to have caused the backup which is rare. City Clerk Ficken stated that he provided an insurance claim form and record request form to Ms. Vincent.

CONSENT AGENDA

Consideration of Appropriation Ordinance A-2 dated-Dec 30th 2014-Jan 12th 2015 in the amount of \$654,941.21. Commissioner Aska moved, seconded by Commissioner Landes to approve the consent agenda. Ayes: Aska, Landes, McCallister, Ryan, Sands. Nays: none. Motion carried.

Consideration of January 6, 2015 City Commission Minutes & January 12, 2015 Special City Commission Meeting Minutes. Commissioner Aska moved, seconded by Commissioner Landes to approve the consent agenda. Ayes: Aska, Landes, McCallister, Ryan, Sands. Nays: none. Motion carried.

Consideration of December 2014 ambulance contractual obligation adjustments and bad debt adjustments. Commissioner Aska moved, seconded by Commissioner Landes to approve the consent agenda. Ayes: Aska, Landes, McCallister, Ryan, Sands. Nays: none. Motion carried.

Consideration of Tree City USA application. Commissioner Aska moved, seconded by Commissioner Landes to approve the consent agenda. Ayes: Aska, Landes, McCallister, Ryan, Sands. Nays: none. Motion carried.

NEW BUSINESS

Consideration of a letter requesting assistance with Milford Lake environmental issues. Milford, Kansas Mayor Brad Rathert stated that the Milford City Attorney drafted the proposed letter; the letter has been in progress for a year waiting for elections to complete. Commissioner Landes moved, seconded by Commissioner Aska to allow the Mayor to sign the letter. Ayes: Aska, Landes, McCallister, Ryan, Sands. Nays: none. Motion carried.

Direction from City Commission regarding potential sale of city owned property at 10th and Washington and discussion of proposal from Gary Hassenflu. Commissioner Landes stated that he was not pleased to receive this item on such short notice. Commissioner McCallister stated that the objective is to determine whether a sale of the property is wanted by the Commission. Commissioner Aska stated that the location seems to be a place for commercial use, and not residential. Mr. Hassenflu stated that the project was initially intended for the property near CVS; there is an opportunity here but the status of the property is needed for his application to be considered. Commissioner Sands asked if the property would be apartments or a senior living facility. Mr. Hassenflu stated that the project would be a senior living facility; the project would bring activity to downtown and it is an \$8 million investment. Commissioner McCallister stated that mixed use was discussed at length at the retreat, and EDC discussion would be valuable. Mr. Yearout stated that it is important not to move too far down the road; the question that needs to be answered is: does the City want to sell the property? Other questions and answers should come later. Mr. Weigand stated that the demand for commercial property in that area is not high, and it could bring people downtown. City Manager Dinkel stated that the city staff needs to address items such as sewer lines and whether there is need to vacate an alley. Commissioner Landes stated that he would like the item referred to the EDC. Commissioner McCallister moved, seconded by Commissioner Landes to pursue potential sale with city staff to work on contingencies as identified. Ayes: Aska, Landes, McCallister, Ryan, Sands. Nays: none. Motion carried.

Request for City Participation for Hangar Remodel for City-owned Hangar. Commissioner Landes asked if Lifestar would consider purchasing the property. Assistant City Manager Beatty stated that her recommendation would be the ownership by the City of more of the property to turn a financial gain ultimately. Commissioner McCallister inquired about the mold issue. Assistant City Manager Beatty stated that the airflow is needed to remediate the issue. Greg Hildebrand of Lifestar stated that the problem is in the sleeping quarters, and it is an irritant that exacerbates respiratory issues. Commissioner Landes stated that the lease is a good deal. Mr. Hildebrand agreed but noted that the City will be providing a facility without living quarters; Lifestar will be purchasing the housing addition. Commissioner Aska moved, seconded by Commissioner McCallister to approve option 1 and option 2 for remodel of the City-owned hangar. Ayes: Aska, Landes, McCallister, Ryan, Sands. Nays: none. Motion carried.

Consideration of Case No. SUP-11-01-14, for a Special Use Permit to allow the placement of a double-wide manufactured home at Freeman Field to serve as

living quarters for LifeStar. Commissioner Landes moved, seconded by Commissioner Aska to approve ordinance S-3132. Ayes: Aska, Landes, McCallister, Ryan, Sands. Nays: none. Motion carried.

Consideration of Case No. FP-10-01-15 request for approval of the Final Plat of the Green Addition, submitted by Kaw Valley Engineering, agent, on behalf of Hobby Lobby, Inc., owner, being the replat of Lots 1 and 2 of the PCI Addition to Junction City, Kansas, located south of McFarland Road between Caroline Avenue and US 77 Highway. Planning & Zoning Director Yearout stated that the proposed developments will be a grocery store with fueling islands; the company has not been announced. Mr. Yearout stated that there will be access on McFarland and Caroline but not US-77, and construction can be expected in the spring. Commissioner Landes asked if there would be detour issues given the proposed work on US-77. Leon Osborn of Kaw Valley Engineering stated that the detour would be on US-77. Commissioner McCallister moved, seconded by Commissioner Sands to approve the Development agreement and plat and allow the Mayor and City Clerk to sign the documents. Ayes: Aska, Landes, McCallister, Ryan, Sands. Nays: none. Motion carried.

Consideration of the 2015 Contract for Jail Services. Police Chief Brown stated that the Geary County Jail typically holds 16-18 individuals for the City. Commissioner McCallister asked why use of the jail is up if the crime rate is going down. Chief Bran stated that he believes that it is an indication that the right people are being arrested. Commissioner Landes moved, seconded by Commissioner Aska to approve the 2015 contract for jail services as presented. Ayes: Aska, Landes, McCallister, Ryan, Sands. Nays: none. Motion carried.

COMMISSIONER COMMENTS

Commissioner Sands reported on the Flint Hills Regional Council and Convention & Visitor's Bureau. Commissioner Sands stated that the Ft. Riley listening session needs to be packed.

Commissioner McCallister stated that a good head count is needed to show support for Ft. Riley within the community. Commissioner McCallister stated that the retreat was a good event. Commissioner McCallister stated that pay for the Commissioners needs to be looked into.

Commissioner Aska stated that the Leader's Retreat is promising and communities are beginning to understand the assets of each other; people need to work together. Commissioner Aska stated that the MLK event was great.

Commissioner Landes stated that the voice of the region needs to speak as one. Commissioner Landes stated that the Chamber of Commerce needs to move forward on searching for a new leader. Commissioner Landes stated that the community is fantastic and he looks forward to the prospect of serving again. There have been a lot of tough decisions, but a lot has been accomplished.

Mayor Ryan reminded people of the listening session. Mayor Ryan stated that it has been a great year, and the number of assets in the community is great. At the retreat there was a call for action, and that begins with Chamber and EDC leadership positions being filled. Mayor Ryan stated that the MLK event was great, and he really enjoyed the children's choir.

STAFF COMMENTS

City Manager Dinkel stated that he is gaining comfort every day. Finance Director Beatty stated that due to a conflict, Mr. Dinkel's reception has been rescheduled to February 2, 2015.

ADJOURNMENT

Commissioner Landes moved, seconded by Commissioner Sands to adjourn at 9:02 p.m. Ayes: Aska, Landes, McCallister, Ryan, Sands. Nays: none. Motion carried.

APPROVED AND ACCEPTED THIS 3RD DAY OF FEBRUARY AS THE OFFICIAL COPY OF THE JUNCTION CITY COMMISSION MINUTES FOR January 20, 2015.

Tyler Ficken, City Clerk

Michael L. Ryan, Mayor

Backup material for agenda item:

- a. Recognize Brian Heldstab and Andrew Brinkman as new Firefighter/EMTs. Chief Royse presenting.

City of Junction City

City Commission

Agenda Memo

January 27, 2015

From: Kevin D. Royse, Fire Chief
To: Allen Dinkel, City Manager and City Commission
Subject: Recognition of new Firefighter/EMT's

Background: On October 27, 2014, the Junction City Fire Department hired two new Firefighter/EMT's to fill vacancies within the department.

Discussion of Issue: The Department hired Brian Heldstab, and Andrew Brinkman. After an intense probationary training period, both members have been released for full duty. Please join me in congratulating these young men.

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

1. Approve the recognition of Brian Heldstab and Andrew Brinkman.
2. Disapprove the recognition of Brian Heldstab and Andrew Brinkman.

Recommendation: I recommend that the City recognize these two employees for their hard work and dedication on their new careers.

Possible Motions:

1. Approve the recognition of Brian Heldstab and Andrew Brinkman.
2. Disapprove the recognition of Brian Heldstab and Andrew Brinkman.

Enclosures:

Backup material for agenda item:

- b. Recognition of three new paramedics, Sear Carr, Brad White and Jonathan York.
Chief Royse presenting.

City of Junction City

City Commission

Agenda Memo

January 27, 2015

From: Kevin D. Royse, Fire Chief
To: Allen Dinkel, City Manager and City Commission
Subject: Recognition of new Paramedics

Background: The department allowed three personnel, Sean Carr, Brad White, and Jonathan York to attend school to become paramedics.

Discussion of Issue: For the past two years the department has had these three employees going to Paramedic school while working for the department full time. After two long years of school work, training, field internships, and testing, these three men were certified as Paramedics in December 2014. Please join me in congratulating these men.

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

1. Approve the recognition of Sean Carr, Brad White, and Jonathan York.
2. Disapprove the recognition of Sean Carr, Brad White, and Jonathan York.

Recommendation: I recommend that the City recognize these three employees for their hard work and dedication on their new careers.

Possible Motions:

1. Approve the recognition of Sean Carr, Brad White, and Jonathan York.
2. Disapprove the recognition of Sean Carr, Brad White, and Jonathan York.

Enclosures:

Backup material for agenda item:

- a. Consideration of EDC request to revise the Revolving Loan Fund application.

City of Junction City

City Commission

Agenda Memo

February 3, 2015

From: Economic Development Commission
To: City Commission & Cheryl Beatty, Interim City Manager
Subject: Revised Revolving Loan Application

Issue: The Economic Development Commission is requesting adopting a revised Revolving Loan Fund application.

Alternatives: the City Commission may:

Approve the request

Modify and approve the request

Reject the request

Table the item

Take no action

City Attorney Recommendation:

None as this is an economic development matter

Possible Motion:

Move to adopt the revised application effective immediately for people seeking a Junction City Economic Development Revolving Loan.

Enclosures:

Revised application

ECONOMIC DEVELOPMENT COMMISSION

REVOLVING LOAN FUND APPLICATION

I. BASIC INFORMATION

II. Name of business:

Address: _____
City: _____ Zip Code: _____
Business contact person: _____ Phone: (____) _____
email: _____ Alternate Phone No. _____
Federal Tax ID #: _____ (or Social Security # if a sole proprietorship)
D & B DUNS # _____

Other contact(s)/application assistance providers:

Name	Telephone #
_____	(____) _____
_____	(____) _____
_____	(____) _____

Type of business:

____ Sole Proprietorship ____ Corporation ____ L.L.C. ____ Partnership

Have you ever filed personal or corporate bankruptcy? No ___ Yes ___ If yes, please explain

III. NATURE OF THE LOAN REQUEST

Amount of loan request \$ _____ Total Project Cost \$ _____
New Business _____ -- _____ Business Expansion _____
of existing jobs _____ # of jobs created _____ #of jobs retained _____
Average Wage Per Hour _____

IV. FINANCING PURPOSE AND SOURCES

Purposes for

which funds are to be used	RLF	Bank #1	Bank #2	Other #1 (Specify)	State of KS (Specify)	New Equity	TOTAL
Property Acquisition	_____	_____	_____	_____	_____	_____	_____
Site Improvements	_____	_____	_____	_____	_____	_____	_____
Building Renovation	_____	_____	_____	_____	_____	_____	_____
New Construction	_____	_____	_____	_____	_____	_____	_____
Machinery & Equipment	_____	_____	_____	_____	_____	_____	_____
Working Capital	_____	_____	_____	_____	_____	_____	_____
Inventory	_____	_____	_____	_____	_____	_____	_____
Other (Specify)	_____	_____	_____	_____	_____	_____	_____
Total	_____	_____	_____	_____	_____	_____	_____

V. FINANCING TERMS AND CONDITIONS

	RLF	Bank #1	Other #1 Bank #2	Other #2 (Specify)	State of KS (Specify)	Equity	TOTAL
Amount	_____	_____	_____	_____	_____	_____	_____
% of Project Costs	_____	_____	_____	_____	_____	_____	_____
Term (years)	_____	_____	_____	_____	_____	_____	_____
Interest Rates	_____	_____	_____	_____	_____	_____	_____
Debt Service	_____	_____	_____	_____	_____	_____	_____
Collateral Offered: Asset	_____	_____	_____	_____	_____	_____	_____
Lien Position	_____	_____	_____	_____	_____	_____	_____
Collateral Offered: Asset	_____	_____	_____	_____	_____	_____	_____
Lien Position	_____	_____	_____	_____	_____	_____	_____

Participating Bank #1: _____

Contact Person: _____ Phone #: (____) _____

Participating Bank #2: _____

Contact Person: _____ Phone #: (____) _____

Other Lender #1: _____

Contact Person: _____ Phone #: (____) _____

Other Lender #2: _____

Contact Person: _____ Phone #: (____) _____

VI. QUESTIONS

A. Is the project located in Junction City? _____Yes _____No
 If no, is the project located in Geary County and at least 51% of the new jobs created residents of Junction City?
 _____Yes _____No

B. Describe below how this project is in the public interest and “Appropriate” to utilize public funds because the project would not be economically feasible if private funds must be substituted for public funds and that no local sources of public funding are available to be used for the project.

C. Do at least 51% of the jobs created or retained meet HUD low to moderate income guidelines on 2014 Kansas Income Limits _____ Yes ____No
 Low-to-Moderate family household income for 2014 is less than the following:

1 person	2 person	3 person	4 person	5 person	6 person	7 person	8 person
\$33,400	\$38,200	\$42,950	\$47,700	\$51,550	\$55,350	\$59,150	\$63,000

D. Is this project a manufacturing, distribution, retail, professional service, assembly, farming or business service activity. _____Yes _____No

E. A \$100.00 application fee made payable to the City of Junction is required before the application can be processed. Have you paid the application fee? _____Yes _____No

F. Are you current on all local property tax? _____Yes _____No

VI. BUSINESS PLAN OUTLINE

- A. Executive Summary of the Company and the Project
- B. Brief History of Business
 - 1. Describe the past operation of the business and/or the events leading to its creation
 - 2. Current or proposed ownership
 - 3. Number of employees; average wage; benefit and training package
- C. Market Analysis and Strategy
 - 1. Description of current buyers and target markets (provide verification of purchase orders, contracts, etc., which relate to reasons for the loan request)
 - 2. Competition
 - 3. Pricing
 - 4. Distribution
 - 5. Advertising

6. Sales Promotion
- D. Products
 1. Description of product line
 2. Proprietary position of patents, copyrights, legal and technical considerations
 3. Comparison to competition
 - E. Manufacturing Process
 1. Materials
 2. Production Methods
 - F. Describe the Project
 1. Describe the project to be undertaken & Timeline
 2. Has the project started? If yes, please explain
 3. Breakdown the number of new employees to be hired within next 24 months including average wage
 4. Include construction blueprints and/or a list of equipment to be purchased as part of the project. If contractor, architect, or equipment vendor have been selected, please include information on that business.
 - G. Financial Statements
 1. Sources/Uses Statement for the project
 2. Monthly Cash Flow Analysis for Next 12 Months
 3. Profit and Loss Statement: last three years and current quarter, plus two-year projection.
 4. Balance Sheet: last three years and current quarter, plus two-year projection.
 5. Schedule of Existing Business Debt including outstanding balance, interest rate, term, maturity date, and collateral on all existing debt.
 - H. Resumes and Personal Financial Statements: Include resumes of all principals as well as current, dated, and signed personal financial statements on all principals with a significant financial interest in this business.
 - I. Commitment Letters: Include Commitment letters from banks or others which state the terms and conditions of their participation.
 - J. Affiliates: Description of any affiliates or subsidiaries of business or principals requesting assistance, as well as balance sheets and income statements for past two fiscal years on such affiliates or subsidiaries.
 - K. Appraisals/Proposed Lease/Purchase Options or Agreements: An independent appraisal will be required for any real estate which is a subject of the proposed financing or which is offered as a major source of collateral to secure the loan. Also include copies of existing or proposed leases(s), purchase options or agreements, or any other financial arrangements.

- L. Partnership Certificate of Authorization or Corporate Certificate of Authority and Incumbency; include minutes of the corporate meeting adopting this certification, where Applicable.

- M. Other Required Documents
 - 1. Copy of last year's submitted business income tax statement
 - 2. Copy of last year's submitted personal income tax statement
 - 3. Articles of Incorporation (or Organization if L.L.C.)
 - 4. Bylaws
 - 5. Written verification from primary lender that project could not be funded from commercial sources—either due to underwriting guidelines, rates, and/or term.
 - 6. Evidence of payment of last quarters payroll tax
 - 7. Evidence of Worker's Compensation insurance coverage

CERTIFICATION TO BE SIGNED BY APPLICANT

The undersigned, duly authorized officers of Applicant, hereby certify that the filing of this application was duly authorized by its Board of Directors (or governing body), that the statements made in the foregoing application and in all exhibits and documents submitted in connection therewith are true and correct to be the best information and belief of the undersigned and are submitted as a basis for the loan.

Likewise, the undersigned has willfully furnished this confidential information to the Economic Development Commission for the purpose of applying for a loan. I understand that this information will be reviewed by EDC staff. I further understand that this information will become available to the Revolving Loan Fund Loan Review Committee and the Junction City Commission. I further authorize EDC staff to be in contact with those individuals and institutions involved in the proposed project.

In addition, the undersigned also acknowledges that the loan applicant will be responsible for all “out of pocket” expenses such as, but not limited to, attorney fees, abstract charges, filing fees, appraisals and environmental reviews.

NAME OF APPLICANT

(Individual, general partner, trade name, corporation, or political subdivision)

By _____ Date _____

Typed Name _____

Title _____

Attest by _____

Typed Name _____

Title _____

NONDISCRIMINATION STATEMENT

In accordance with Federal Law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or a part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD).

This institution is an equal opportunity provider and employer. If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, found online at http://www.ascr.usda.gov/complaint_filing_cust.html, or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter to us by mail at U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at program.intake@usda.gov.

IMPORTANT NOTICE

The following information is requested by the Federal Government for certain types of loans and grants, in order to monitor compliance with civil rights laws. You are not required to furnish this information, but are encouraged to do so. The law requires that a program recipient may neither discriminate on the basis of this information nor on whether you choose to furnish it. However, if you choose not to furnish it, under federal regulations, this program representative is required to note race/ethnicity on the basis of visual observation or surname.”

_____ I do not wish to furnish this information.

Ethnicity:

_____ Hispanic or Latino
_____ Not Hispanic or Latino

Gender:

_____ Male
_____ Female

Race: (Mark one or more)

_____ White
_____ Black or African American
_____ American Indian/Alaska Native
_____ Asian
_____ Native Hawaiian or other Pacific Islander

Information provided by:

Borrower _____
Lender _____

Backup material for agenda item:

- b. Consideration of the Option to Purchase Agreement for the city-owned property at 10th and Washington

City of Junction City
City Commission
Agenda Memo

February 3, 2015

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

To: City Commission & Allen Dinkel, City Manager

Subject: 10th & Washington Option to Purchase

Issue: Consideration of an Option to Purchase city-owned land known as the “10th and Washington” property. Purchase price in the attached document is \$75,000.00.

Explanation of Issue: Garrison Hassenflu presented an offer to the City requesting to purchase the above referenced city-owned land for \$75,000.00. The City Commission at the January 20, 2015, meeting, authorized the staff to prepare an Option to Purchase agreement for said land. The attached agreement has been reviewed and edited by the City Attorney and is presented to the City Commission as a basis for further discussion on this matter.

Mr. Hassenflu is requesting approval of the Option to Purchase Agreement in order to submit an application to the Kansas Housing Resource Corporation (KHRC) by February 5, 2015, for approval of Housing Tax Credits in order to finance the construction of a “senior apartment complex” on this property. Mr. Hassenflu is required to confirm he has “control” of the proposed property for the development.

At the request of the City Commission, this matter was submitted to the Economic Development Commission (EDC) for its review and recommendation. The EDC held a special meeting to discuss this request on Monday, January 26. City Manager, Allen Dinkel, Mayor Mike Ryan, and I attended that meeting. The question posed to the EDC focused on whether it recommended supporting selling this land, which is zoned “CC” Central Commercial, for residential development or whether it believed the City should retain the property for future commercial development. There was extensive debate among the EDC members, but the ultimate recommendation, on a 3 to 2 vote, was to recommend accepting the Option to Purchase, with the final price and conditions left to the City Commission. A copy of the unapproved minutes from that meeting is attached.

As was reported at the January 20, 2015, City Commission meeting, staff is pursuing a formal Appraisal on all the city-owned land in order to assist the City Commission in establishing an acceptable price for the sale of the properties. Unfortunately, the appraisal for this land is not completed.

Staff has prepared an aerial showing the property in question and also giving the current values established by the Geary County Appraiser’s Office. The property is described as Lots 4 to 14, in Block 8 of the Plat of Junction City. Lots 4 through 10 are presently vacant and show value from the County Appraiser’s Office totaling \$87,540.00. Lots 11, 12, 13 and 14 are covered by a public parking lot and show a value from the County Appraiser’s Office totaling \$84,880.00. The total from the County Appraiser’s Office for all these lots is \$172,470.00.

Alternatives:

1. Accept the offer from Mr. Hassenflu and approve the Option to Purchase the property described therein for a total of \$75,000.00, and authorize the Mayor and City Clerk to execute the Agreement accordingly.
2. Counter the offer from Mr. Hassenflu with a different price for the land.
3. Reject the offer.

Staff Recommendation: Staff recommends the adoption of the amendment as recommended by the Metropolitan Planning Commission.

Enclosures:

Option to Purchase Agreement
Aerial of Property with Values from County

Option to Purchase Real Estate

The **City of Junction City, Kansas, (Seller)**, in consideration of **\$1,000.00** paid to Seller as option consideration ("Option Consideration"), the receipt of which is acknowledged, and of the mutual covenants and agreements contained in this option, give to **MW Development Enterprises, LLC, (Purchaser)** and its successors and assigns the exclusive right and option to purchase certain land, and all rights, hereditaments, easements, and appurtenances belonging to it, located in the **County of Geary, State of Kansas**, more particularly described in Exhibit A attached to and incorporated by reference (the "Property").

Terms and conditions

1. Option Period. The **Seller** agrees that this option will remain in effect until and through **August 31, 2015**. This option shall be exercised upon posting, on or before August 31, 2015, by written notice to the **Seller** to the attention of **City Manager, City of Junction City, 700 North Jefferson, Junction City, Kansas, 66441**, by certified mail.

2. Option Consideration Nonrefundable. The Option Consideration is non-refundable and shall be retained by Seller.

3. Closing Date. Closing will be within **sixty (60)** days from the date of exercise of this option, or as soon as a title insurance commitment is obtained. The proposed deed(s), title insurance commitment, and other necessary instruments are to be submitted to the **Purchaser** at least fifteen days before closing.

4. Purchase Price. The total purchase price for the described property will be **\$75,000.00**, of which the \$1,000.00 paid as earnest money paid as consideration for this option will applied. The balance of the purchase price, totaling, **\$74,000.00** will be paid at closing in certified funds or by wire transfer.

5. Title. At closing, the **Seller** will execute and deliver a special warranty deed conveying title to the property to the **Purchaser** and its assigns, in fee simple, free and clear of all liens, encumbrances, or exceptions, except for easements, restrictions, zoning matters and other exceptions of record not constituting encumbrances. Title insurance may be obtained by **Purchaser** at its sole expense. If for any reason **Seller** is unable to convey title free and clear of any liens, encumbrances or exceptions not acceptable to **Purchaser**, **Purchaser** may terminate this Contract by written notice to **Seller** prior to the closing, whereupon this Contract shall terminate and **Seller** shall retain the Option Consideration.

6. Taxes. All taxes, assessments, and encumbrances which are a lien against the Property at the time of conveyance to the **Purchaser** will be satisfied of record by the **Seller** at or before the transfer of title. If the **Seller** fails to do so, the **Purchaser** may pay any such taxes, assessments, and encumbrances and deduct the payments from the purchase price. Real estate taxes not yet a lien (if any) will be prorated as of the date of closing.

7. Closing Costs. **Purchaser** will pay all closing costs.

8. Right of Entry. **Seller** shall give **Purchaser** and **Purchaser's** agents and representatives access to the Property in order to make such inspections, surveys, test borings, soil analyses and other tests and surveys thereon as **Purchaser**, in its reasonable discretion, shall deem advisable. The cost and expenses of **Purchaser's** investigation shall be borne solely by **Purchaser**. **Purchaser** hereby indemnifies and holds **Seller**, its partners, agents and affiliates harmless from any damage or injury caused to the Property or persons by **Purchaser** or its agents, employees or contractors in

connection with such inspections and tests; provided however, that this indemnity does not apply to property conditions merely discovered by **Purchaser**. This indemnity covenant shall survive termination of this Contract.

9. AS IS. The **Purchaser** ACCEPTS THE PROPERTY IN ITS PRESENT CONDITION ON AN "AS IS" BASIS AND **PURCHASER** is not relying on any written, oral, implied or other representations, statements or warranties by **Seller** or any agent of **Seller**.

10. Exhibits. The following exhibits are attached to this option and are incorporated by reference: Exhibit A - legal description of the property; Exhibit B - conditions relative to rezoning, replatting, development agreements, etc.

APPROVED AND AUTHORIZED BY THE CITY COMMISSION OF JUNCTION CITY, KANSAS, AS SELLER, THIS 3rd DAY OF FEBRUARY, 2015.

MICHAEL L. RYAN, MAYOR

ATTEST:

TYLER FICKEN, CITY CLERK

ACCEPTED ON BEHALF OF PURCHASER, MW DEVELOPMENT ENTERPRISES, LLC, this ___ day of February, 2015.

GARRISON HASSENFLU, MEMBER

EXHIBIT A

Legal Description:

All of Lots 4, 5, 6, 7, 8, 9, 10, 11, 12, 13 and 14, Block 8, Plat of Junction City, Geary County, Kansas.

EXHIBIT B

CONDITIONS RELATIVE TO REZONING, REPLATTING, DEVELOPMENT AGREEMENTS, ETC.

Purchaser understands, and by acceptance and execution of this Option to Purchase, acknowledges that the property in question is presently zoned “CC” Central Commercial District by the Junction City Zoning Regulations and the uses permitted thereunder may not allow the **purchaser’s** intended use of the property. As such, the **Purchaser** understands and agrees the purchase is not contingent upon or otherwise conditioned on any rezoning, replatting, or any other development related action required for the purchaser to obtain any building permits for construction on said property. The **purchaser** shall be responsible for making application and obtaining all necessary approvals for the intended use of the property envisioned by the **purchaser**; and **purchaser** further understands there are no assurances by the **seller** that said requests shall be granted. By the execution of this Purchase Option contract by both **Seller** and **Purchaser**, **Seller** hereby grants full authorization to the **Purchaser** to make application for rezoning, replatting or any such other actions necessary to begin said processes.

**KANSAS HOUSING RESOURCES CORPORATION
QUALIFIED ALLOCATION PLAN
For
2015 HOUSING TAX CREDIT PROGRAM
INTRODUCTION**

The Tax Reform Act of 1986 established a tax credit to replace previous federal tax incentives for investment in low-income rental housing. The credit offers a reduction in tax liability to investors in eligible low-income residential housing developments. The Omnibus Budget Reconciliation Act of 1993 indefinitely extended the program.

The Kansas Housing Resources Corporation (KHRC) is responsible for administration and allocation of the tax credit program for the State of Kansas. Kansas has an allotment of approximately \$6,656,101 of annual tax credit authority. Ten percent of the State's annual tax credit allotment; approximately \$665,610 is reserved for developments submitted by nonprofit applicants. In 2015 reservations will be made from the 2016 authority. All provisions shown in this Plan also apply to applications for Private Activity Bonds with annual 4% tax credits.

According to Section 42(m)(1)(B) of the Internal Revenue Code (the Code), allocation agencies shall adopt a "qualified allocation plan" which:

- (a) contains selection criteria "which are appropriate to local conditions";
- (b) assigns the highest priority to developments with the lowest cost of "intermediaries" unless granting such priority would impede the development of developments in hard-to-develop areas;
- (c) gives preference to developments, which serve the lowest income tenants;
- (d) gives preference to those developments, which serve qualified tenants for the longest period of time;
- (e) provides procedures for monitoring developments and notifying the Internal Revenue Service of any noncompliance that is found by the agency;
- (f) allows preference for developments located in qualified census tracts, the development of which contributes to a concerted community revitalization plan;
- (g) promotes energy efficiency in a development;
- (h) recognizes the historic nature of a building in a development.

PROCEDURE FOR 2015

Applications in this round will be underwritten with the floating credit rate. An applicant with a reservation based on the floating rate will not be allowed additional credit if the 9% fixed rate is extended, after the reservation date. If the 9% fixed rate is extended to include allocations made by the end of 2016 prior to February 6, 2015, the applications will be underwritten at the fixed 9% rate.

PRIORITY HOUSING NEEDS

KHRC has identified the following housing needs as priorities for the tax credit program:

- (a) any development in a community with less than 10,000 population;
- (b) preservation of housing with a HUD Section 8 or USDA Housing Assistance Payment contract, or any application from a Public Housing Authority;
- (c) any development for special need populations including, but not limited to homeless families and individuals or persons with disabilities;
- (d) any development that offers gross rent for all units at a rate that is below the fair market rent for the area in which the property is located. (See Exhibit N for Fair Market Rents.)
- (e) any development in a market area that is experiencing job growth and economic development where tax credit housing can have an impact and documented with letters from employers/city officials/economic development representatives/government officials, newspaper articles or studies.
- (f) a second or later phase of a property where there is a current and updated waiting list equal to or greater than the number of units being proposed in the application, or there is other strong market data that will support the number of proposed units.

PRELIMINARY REQUIREMENTS

In order for an application to be considered for funding, the proposed development shall first demonstrate that it meets the requirements shown below. Applicants submitting incomplete applications will be given 15 days to provide missing requirements. A waiver of specific requirements may be granted prior to the application submission date upon sufficient evidence provided by the applicant:

- (a) The application must be for a qualified residential rental development that meets the requirements of Section 42 of the Internal Revenue Code of 1986, as amended;
- (b) The development must meet the low-income housing priorities as identified in the applicable state or local Consolidated Plan. (See pages 76-84 in the 2014-2018 Kansas Consolidated Plan.)
- (c) The development is ready to proceed as documented by:
 - 1. Evidence of site control with an option for at least six months beyond the application deadline; or a recorded deed;

2. Zoning approval or application for zoning approval with a letter from the zoning administrator citing that the zoning request is consistent with the local plan or that the local plan could be changed to be consistent with the zoning request;
 3. Evidence of availability of adequate utilities at the site;
 4. Commitment letters for all sources of financing;
 5. Affidavit of compliance with accessibility design requirements of the Americans with Disabilities Act relating to the public and common areas; the American National Standards Institute 117.1 (1986) and the Fair Housing Act for all first level living units and all units in buildings with an elevator.
 6. Inclusion with the application of all other documentation listed as **(MANDATORY)** in the "Submission Requirements Checklist" at the end of the application;
 7. Submission of a market study, prepared by an independent, third party analyst, unaffiliated with the developer that meets the requirements shown on pages 14-15 herein.
- (d) A commitment with KHRC to extend the low-income housing use of the development beyond the initial compliance period of 15 years for an additional period of at least 15 years; (Note: The statutory right of regulated sale in the 15th year is preserved subject to the election shown at C (2) of the Selection Criteria).
- (e) The Development must provide an appropriate menu of amenities and supportive services. (See Exhibit P for the list of amenities and supportive services)
- (f) Rural Development (RD) Form AD 622 commitment, if applicable;
- (g) For nonprofit applicants:
1. The nonprofit must be a qualified nonprofit organization as defined in Section 42h(5)(C) of the Internal Revenue Code;
 2. The nonprofit applicant must have an ownership interest (either directly or through a partnership) in the development, must be at least a co-general partner or co-managing member, and must materially participate, on a regular, continuous, and substantial basis, in the development, operation and the management of the development throughout the entire compliance period, pursuant to 469(h) of the Code;
 3. A nonprofit shall submit a list of its Board of Directors, officers, directors and a list of previous housing participation;
- (h) A complete application - any application that is not complete may be automatically rejected.
- (i) Applicants must submit a completed Internal Revenue Service (IRS) Form 8821 (Rev. 9-98) as a condition of the application for housing tax credits. (See Exhibit K)

COMMUNITY SUPPORT

Applications will not be considered without a resolution from the local governing body stating that it is aware of and approves the housing development. The resolution must contain the following information:

- (a) location of the development with its legal description;
- (b) number of units;
- (c) targeting of tenant population (elderly, family, special needs, mixed income, rent subsidized);
- (d) amenities;
- (e) type of construction (new, rehabilitation, acquisition and rehabilitation);
- (f) financing required through local enhancements (tax increment financing, tax abatement, issuance of bonds);
- (g) period of time for which the resolution is effective;

In the event there are changes in any of the above aspects of the development between the initial local approval and the offer of tax credits, another resolution with updated information must be submitted. (See Exhibit C).

APPLICATION PROCESS

Tax credits in Kansas are made available through a two-stage process of 1) reservation; and 2) allocation. Applicants may apply during one application period to receive a credit reservation during the 2015 calendar year. The application cutoff date is as follows:

February 6, 2015 at 5:00 p.m.

Backup material for agenda item:

- c. Consideration and Approval of a Professional Engineering Services Contract for the 2015 Street Maintenance Program - Design - KAW Valley Engineering

City of Junction City

City Commission

Agenda Memo

February 3, 2015

From: Gregory S. McCaffery, Municipal Services Director
To: Allen Dinkel, City Manager and City Commissioners
Subject: **2015 Street Maintenance Program - Professional Design Services Contract - KAW Valley Engineering**

Objective: Award of Professional Services Contract for Engineering Services with KAW Valley Engineering, Inc. for the 2015 Street Maintenance Program

Explanation of Issue: The City has budgeted \$850,000 within the Street Fund for contractual street maintenance improvements within the 2015 budget. In March 2013 the City Commission approved a three year contract with HDR Engineering, Inc. (HDR), for engineering services towards analyses, design and construction observation for infrastructure projects with the City. KAW Valley Engineering (KVE) is a sub-consultant within this contract.

On December 16, 2014 the City Commission approved the Engineering Department's recommendation for the 2015 Street Maintenance Program. In keeping with the City's Fiscal Policy, a proposal for engineering design (\$24,074) was received from KVE for City Commission approval. Over the last several years the Engineering Department has used KVE for the engineering design and construction observation of the City's program. A construction award of bid is anticipated to be before the City Commission in April 2015. With this early bid letting schedule it is hopeful the City will continue to see improved unit pricing and having the work completed during the summer months.

Budget Impact: Funding is available for the engineering design within the Streets Fund.

Alternatives: The City Commission may Approve, Disapprove, Modify or Table the professional services proposal.

Recommendation: Staff recommends the City Commission approve the professional services proposal with KAW Valley Engineering, Inc. in an amount not to exceed \$24,074 for the design services for the 2015 Street Maintenance Improvement Program, as presented.

Suggested Motion: Move to approve professional services proposal with KAW Valley Engineering, Inc. in an amount not to exceed \$24,074 for the design services for the 2015 Street Maintenance Improvement Program, as presented.

Enclosures: 2015 Street Maintenance Improvement Program Location Map/
Opinion of Costs
KAW Valley Engineering, Inc. design and construction
observation proposals

Fee Schedule for Engineering Services

2015 Street Maintenance Program

City of Junction City, Kansas

Design Phase Engineering Services

Design Phase

Construction Plans and Sketches, Contract Bid Documents, Technical Specifications & Opinion of Probable Construction Cost:

Hourly Compensation:	<u>Employee Classification</u>	<u>Hours</u>	<u>Standard Rate</u>	<u>Extension</u>
	Project Principal	8	\$150.00	\$1,200.00
	Project Manager	16	\$115.00	1,840.00
	Project Design Engineer	50	\$90.00	4,500.00
	Senior Drafting Technician	50	\$75.00	3,750.00
	Survey Crew with Equipment	24	\$135.00	3,240.00
	Administrative Assistant II	16	\$34.00	544.00
	Core Drilling (8 in Core Depth)	5	\$80.00	\$400.00
				\$15,474.00

Reimbursable Expenses:	Printing (8.5"x11") - 400 sheets @	\$0.40	=	\$160.00
				\$160.00

Subtotal for Design Phase = **\$15,634.00**

Bidding Assistance, Bid Tabulations & Award Recommendation:

Hourly Compensation:	<u>Employee Classification</u>	<u>Hours</u>	<u>Standard Rate</u>	<u>Extension</u>
	Project Principal	2	\$130.00	\$260.00
	Project Manager	6	\$104.00	624.00
	Project Design Engineer	12	\$90.00	1,080.00
	Administrative Assistant II	8	\$34.00	272.00
				\$2,236.00

Reimbursable Expenses:	Printing (8.5"x11") - 50 sheets @	\$0.40	=	\$20.00
				\$20.00

Subtotal for Bidding Phase = **\$2,256.00**

Contract Administration:

Hourly Compensation:	<u>Employee Classification</u>	<u>Hours</u>	<u>Standard Rate</u>	<u>Extension</u>
	Project Principal	4	\$130.00	\$520.00
	Project Manager	12	\$104.00	1,248.00
	Project Design Engineer	40	\$90.00	3,600.00
	Administrative Assistant II	24	\$34.00	816.00
				\$6,184.00

Subtotal for Contract Administration = **\$6,184.00**

Total

Design Phase Engineering Services **\$24,074.00**

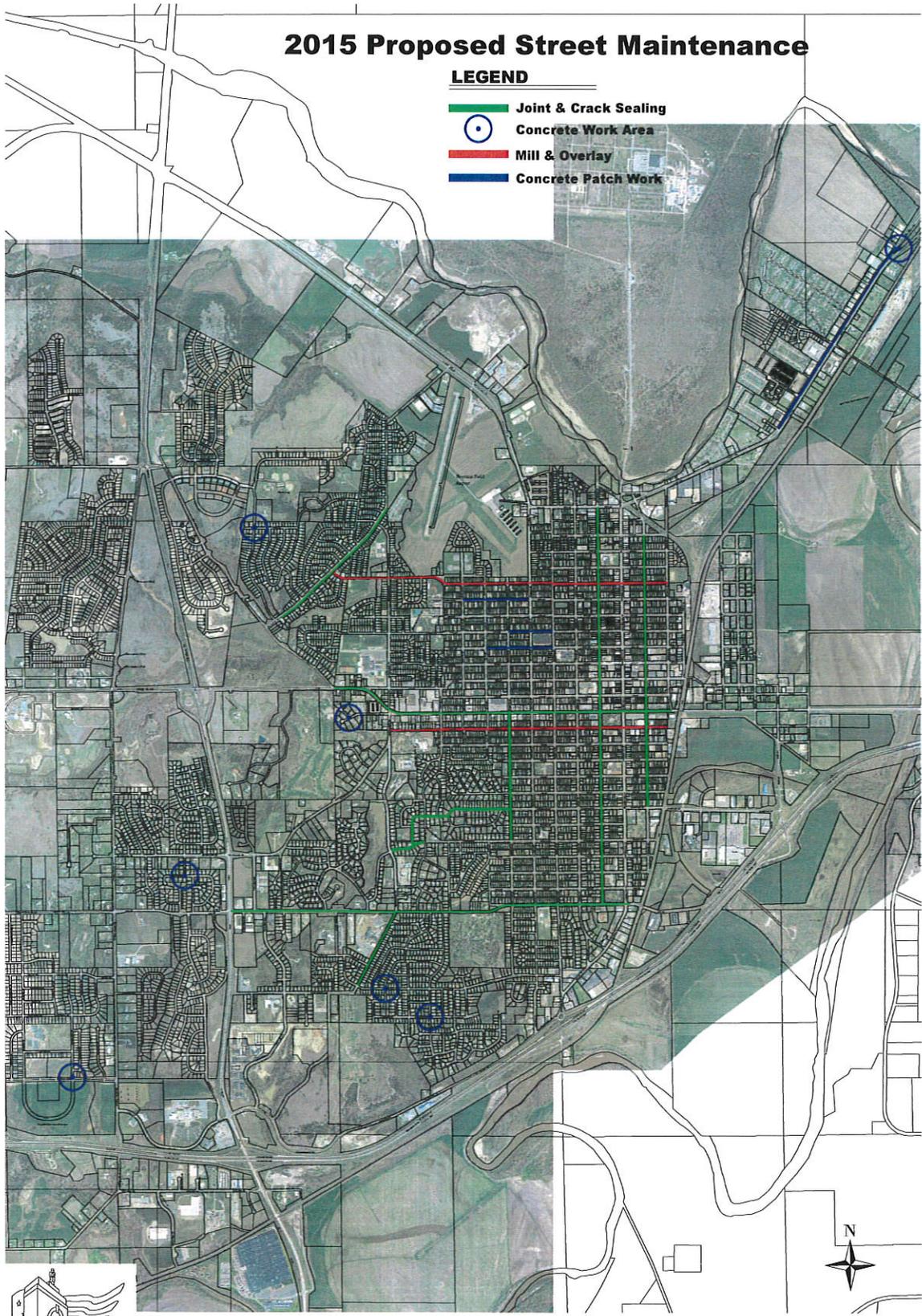
*Any work performed beyond given quantities will be at the standard hourly rate schedule (enclosed).

\\VMJC-FILE\projects\A15.7167\Proposal\2015 Street Maintenance Fee Estimate 010615.xlsx\Design Phase

2015 Proposed Street Maintenance

LEGEND

-  Joint & Crack Sealing
-  Concrete Work Area
-  Mill & Overlay
-  Concrete Patch Work



AREA LOCATION MAP
CITY OF JUNCTION CITY

Aerial Location Map
2015 Street Maintenance Program
November 2014

DATE: November 2014 DRAWN: B.W. Brown FILE:

SCALE: N.T.S.

**City of Junction City
Engineering Department
2015 Street Maintenance Program**

Recommended \$ 850,000 Program

Mill & Overlay - Engineer's Opinion of Costs

Location	Description	Quantity	Unit	Mill & Overlay
5th Street	Eisenhower to East End	24,158	SQ YD	\$340,000.00
14th Street	Westwood to Monroe	24,974	SQ YD	\$360,000.00
Total Construction				\$700,000.00

Concrete Work - Engineer's Opinion of Costs

Location	Description	Quantity	Unit	Removal	8" Plain	Total
Grant Avenue	Ft. Riley to Water Plant	500	SQ YD	\$10,000.00	\$22,500.00	\$32,500.00
Highland Dr & Skyline	Replace Valley Gutter	42	SQ YD	\$840.00	\$1,890.00	\$2,730.00
Wheatland Dr & Sunflower	Replace Valley Gutter	50	SQ YD	\$1,000.00	\$2,250.00	\$3,250.00
Garfield & Cypress	Replace Valley Gutter	27	SQ YD	\$540.00	\$1,215.00	\$1,755.00
Thompson & 17th	Replace Valley Gutter	99	SQ YD	\$1,980.00	\$4,455.00	\$6,435.00
Country Club & Country Ct.	Replace Valley Gutter	55	SQ YD	\$1,100.00	\$2,475.00	\$3,575.00
Strauss Blvd. & Spring Hill	Replace Valley Gutter	150	SQ YD	\$3,000.00	\$6,750.00	\$9,750.00
13th Street	Calhoun to Jackson	300	SQ YD	\$6,000.00	\$13,500.00	\$19,500.00
10th Street	Clay to Madison	250	SQ YD	\$5,000.00	\$11,250.00	\$16,250.00
Total Construction				Total		\$95,745.00

	Mill & Overlay	Concrete	Total Construction	Engineering	Total Cost
Costs	\$700,000.00	\$95,745.00	\$795,745.00	\$50,000.00	\$845,745.00

Backup material for agenda item:

- d. Consideration and Approval of a Professional Engineering Services Contract for 2015 Airport Improvement Projects - HW Lochner, Inc.

City of Junction City City Commission Agenda Memo

February 3, 2015

From: Gregory S. McCaffery, Director of Municipal Services
To: Allen Dinkel, City Manager and City Commissioners
Subject: **Award of Professional Design Services Contract for the City
2015 Airport Projects – HW Lochner, Inc.**

Objective: Award of Professional Design Services Contract for the City 2015 Airport Projects (Wind Cone & Perimeter Fence) with HW Lochner, Inc..

Explanation of Issue: Through a competitive bid process, in early 2013, HW Lochner, Inc. (Lochner) was selected as the City's Airport Consultant Engineers, to assist with various designs and implementation of Federal Aviation Administration (FAA) grants. As part of this selection process the City entered in to a standard agreement with Lochner, whereby engineering service authorizations would be retained and if needed brought before the City Commission for approval.

City staff, through discussions with Lochner, has identified two projects, which if pursued, grant funding through the FAA is available. The first project is to install remaining perimeter fencing around a portion of the airport that abuts up against the walking trail along US-57. This project will address a security issue at the airport. The second project is to replace the old lighted wind cone & segmented circle, as well as, install a secondary, supplemental wind cone at the end of runway 18. This project will address a flight deficiency which has been identified within the overall CIP (Capital Improvement Plan) for the airport.

A service authorization for the design and construction observation has been developed by Lochner for the needed work associated with administering these grants in an amount not to exceed \$35,750.00. \$33,350.00 of this amount is eligible for a 90% reimbursement from the FAA through available grant monies. The remaining \$2,400.00 will be funded through monies budgeted within the 2015 Airport budget. As in the past, the City would process payment for the work completed and file reimbursement request with the FAA for the grant funding.

Budget Impact: Funding for this service authorization, City share of \$2,400.00, would be obtained through the budgeted funds within the 2015 Airport Fund.

Alternatives: The City Commission may approve, modify, table or deny the professional service authorization with HW Lochner, Inc.

Recommendation: Staff recommends approval of professional service authorization to HW Lochner, Inc., as presented

Suggested Motion: Commissioner _____ moves to approve the award of the professional engineering service authorization, with Lochner, Inc., for FAA grant projects in the amount not to exceed \$35,350.00, as presented.

Enclosures: HW Lochner, Inc. Professional Service Authorization
– Wind Cone & Perimeter Fencing
Perimeter Fence Location and Wind Cone Location Maps
Capital Improvement Plan Summary

EXHIBIT B3

SERVICE AUTHORIZATION

DATE: _____

CONSULTANT: H.W. Lochner, Inc.

SERVICE AUTHORIZATION NO.: _____

CITY PROJECT: _____

I. Project Description:

BASE BID NO. 1

- Replace Primary Wind Cone and Segmented Circle
- Install New Supplemental Wind Cone for Runway 18

BASE BID NO. 2

- Install Perimeter Fence

(Separate bid packages will be prepared for each Base Bid, with the bidding phase occurring concurrently for each.)

- Prepare Disadvantaged Business Enterprise (DBE) Program for Federal Fiscal Year 2016-2018 and Calculate DBE Goals for the Wind Cone and Fence Improvement Projects
- These items are being funded through a future grant from the Federal Aviation Administration (FAA)

II. Project Manager: Matthew J. Jacobs, P.E.

III. Scope of Services to be performed by CONSULTANT:

The Consultant, in consideration of the payment as hereinafter specified on the part of the City, agrees to perform engineering services enumerated as follows:

The Consultant will perform field investigations and surveys, produce engineer's design report, construction plans, contract documents/technical specifications, tabulation of construction quantities, and engineer's opinion of probable construction costs and project budget for the Project. The Consultant will assist the Sponsor with administrative services, updating the existing Disadvantaged Business Enterprise (DBE) Program and establishing a project specific goal, and coordination with the FAA. The Consultant will assist the Sponsor with advertisement for obtaining construction bids and award of the construction contract.

All services will be performed in accordance with good engineering practice and applicable published design criteria of the FAA, primarily FAA Advisory Circular 150/5300-13A "Airport Design," and Advisory Circular 150/5370-10G "Standards for Specifying Construction of Airports". The Consultant will follow FAA Central Region Guidance including AIP Guide 900, 75 "Subject Design Development Project" and AIP

Guide 1000, “*Construction Phase*”. The following is a detailed description of the specific services that are a duty of this Agreement.

A. BASIC SERVICES – FAA ELIGIBLE

1. Preliminary Phase

- a. Coordination with the Sponsor and FAA regarding Project scope, schedule, and budget.
- b. Prepare Sponsor Certification for Selection of Consultants for Sponsor review and submittal to the FAA.
- c. Conduct a site visit of Freeman Field to research existing conditions and to meet with City Staff, the Airport Manager and Airport tenants.
- d. Assist the Sponsor in updating their Airport Capital Improvement Plan for review and submittal to the FAA.

2. Design Phase

- a. Prepare Preliminary Engineer’s Design Report which will include a narrative regarding the wind cone and fencing improvement Projects, construction phasing and safety, engineer's opinion of probable construction cost, Project budget and identification of deviation from FAA design criteria.
- b. Prepare Construction Plans and Contract Documents/Technical Specifications for the primary and supplemental wind cone installation Project; Base Bid No. 1.
 - 1) Prepare Construction Plans for the Project. The Construction Plans will generally include the following:
 - Title Sheet
 - General Airport Layout Plan
 - Construction Safety and Phasing Plan
 - General Notes and Summary of Quantities
 - Demolition Plan
 - Wind Cone Plans and Details
 - Control and Power Distribution Diagrams
 - Panelboard Schedule
 - Electrical Vault Plan & Details
 - Miscellaneous Electrical Details
 - 2) Prepare Contract Documents/Technical Specifications that are in accordance with FAA criteria and satisfy Project specific needs. The specifications shall be developed using FAA Advisory Circular 150/5370-10G and “Regional Modifications to Standards”.

- c. Prepare Construction Plans and Contract Documents/Technical Specifications for the fencing installation Project; Base Bid No. 2.
- 1) Prepare Construction Plans for the Project. The Construction Plans will generally include the following:
 - Title Sheet
 - General Airport Layout Plan
 - Construction Safety and Phasing Plan
 - General Notes and Summary of Quantities
 - Fence Plan and Details
 - 2) Prepare Contract Documents/Technical Specifications that are in accordance with FAA criteria and satisfy Project specific needs. The specifications shall be developed using FAA Advisory Circular 150/5370-10G and “Regional Modifications to Standards”.
- d. Submit preliminary Engineer’s Design Report, preliminary (90%) Construction Plans, Contract Documents/Technical Specifications, engineer's opinion of probable construction cost, and Project budget for both Base Bid No. 1 and Base Bid No. 2 to the Sponsor and FAA for review and approval. PDF copies will be submitted electronically with hard copies provided upon request. Submit Construction Safety and Phasing Plan to the Sponsor and FAA via e-mail as an attached PDF for review and comment. Plan sheet to be submitted independently of other Construction Plans in order to facilitate discussions related to proposed Project phasing and implementation of safety measures.
- e. Finalize Engineer’s Design Report, Construction Plans and Contract Documents/Technical Specifications with consideration of preliminary (90%) review comments.
- f. Submit Final Engineer’s Design Report, Construction Plans, Contract Documents/Technical Specifications, engineer's opinion of probable construction cost and Project budget for both Base Bid No. 1 and Base Bid No. 2 to the Sponsor and the FAA for final approval and authorization to advertise. PDF copies will be submitted electronically with hard copies provided upon request.
3. Bidding Phase

Even though separate bid packages have been prepared for Base Bid No. 1 and Base Bid No. 2, the Bidding Phase for each will occur concurrently. The Consultant will assist the Sponsor with the bidding process and award of a contract as follows:

- a. Assist the Sponsor with advertisement for bids. The Consultant shall prepare the advertisement and send the "Notice to Bidders" to prospective contractors. (The Sponsor shall place the advertisement in the appropriate media.)

- b. Print and distribute Construction Plans and Contract Documents/Technical Specifications to plan holding houses and prospective Bidders.
- c. Answer questions and clarify points pertaining to the Construction Plans, Contract Documents and Technical Specifications during the bidding phase.
- d. Prepare and issue addendums during the Bidding Phase as required.
- e. The Consultant will not attend the bid opening.
- f. Tabulate and analyze bid results, prepare Project budget, review DBE subcontractor's list provided by the contractor and make recommendation of contract award.
- g. Prepare Contract Documents for award to the successful Bidder.

B. SPECIAL SERVICES – FAA ELIGIBLE

1. Administrative Assistance

- a. Prepare FAA Form 7460 “Notice of Proposed Construction of Alteration” for proposed wind cones, fence, contractor staging area, and haul routes crossing through active aircraft operations areas.
- b. Assist the Sponsor in preparation of FAA Project Grant Application for federal funding for Sponsor submittal to the FAA Airports Division.
- c. Assist the Sponsor in preparation of required Sponsor Certifications throughout the project for submittal to the FAA Airports Division.
- d. Assist the Sponsor in preparation of monthly invoice summary requests as required for grant reimbursement and preparation of FAA Forms 271 and 425 as required by the FAA throughout the course of the Project.
- e. Assist the Sponsor in preparation of Sponsor Quarterly Performance Reports for submittal to the FAA Airports Division on a quarterly basis for the duration of the Project.

2. Field Survey - Design

- a. Perform field surveys as required. The surveys will consist of the following:
 - 1) Coordinate access to the project site with the Airport.
 - 2) Reference horizontal and vertical control benchmark at the site for use during the survey and construction. Horizontal control will be established on NAD 83 or better control, and vertical control will be established on NAVD 88 or better control.

- 3) Set property corners for portion of property that is to be fenced. Obtain location of any utilities within 10' of each side of property line.

3. Categorical Exclusion (CATEX) Checklist

- a. Lochner will complete a Categorical Exclusion (CATEX) Checklist in accordance with FAA Central Region guidance. The Categorical Exclusion will include coordination with other regulatory agencies to ensure the project does not violate the requirements of NEPA, the Endangered Species Act, the Historic Preservation Act, or Section 404 of the Clean Water Act.

C. SPECIAL SERVICES – FAA INELIGIBLE

1. Update Disadvantaged Business Enterprise (DBE) Program

- a. This phase will be ELIGIBLE for FAA reimbursement as part of a future AIP-funded project that occurs in FY 2016-2018.
- b. The Consultant shall assist the Sponsor in updating their current DBE Program for FY 2016-2018 to comply with the requirements of 49 CFR 26. The Program will be developed using the FAA, Central Region, AIP Guide 200, "Civil Rights." The Consultant will submit two (2) preliminary copies of the updated Program to the Sponsor for use during the Notice to the public period. The Consultant will revise the DBE Program per the Public comment period as required and provide the Sponsor with three (3) copies of the Final DBE Program. The Sponsor shall submit one (1) copy of the updated Program to the FAA for review and approval.

IV. Time of Performance:

The Consultant agrees to proceed with the services immediately upon receipt of written Notice to Proceed (NTP) by the Sponsor and to employ such personnel as required to complete the Scope of Services in accordance with the following time schedule:

SCHEDULED PERFORMANCE IN CALENDAR DAYS

A. BASIC SERVICES – FAA ELIGIBLE

- 1. Preliminary Phase As Required
- 2. Design Phase
 - d. Submit Preliminary Engineer’s Design Report, Plans, Specifications and CSPP..... 30 Calendar Days After Receipt of Notice to Proceed
 - f. Submit Final Engineer’s Design Report, Plans and Specifications 14 Calendar Days After Receipt of Review Comments for Item A.2.d.
- 3. Bidding Phase As Required

B. SPECIAL SERVICES – FAA ELIGIBLE

- 1. Administrative Assistance As Required
- 2. Field Survey - Design 14 Calendar Days
After Receipt of Notice to Proceed
- 3. Categorical Exclusion (CATEX) Checklist..... 14 Calendar Days
After Receipt of Notice to Proceed

C. SPECIAL SERVICES – FAA INELIGIBLE

- 1. Update DBE Program Submit Updated Program to
FAA Prior to 8/1/2015 Deadline

The contract time as set forth herein does not include review time by the Sponsor or participating agencies.

V. Compensation:

The Sponsor agrees to compensate the Consultant for performing engineering services as described herein on the following basis:

COMPENSATION SCHEDULE

A. BASIC SERVICES – FAA ELIGIBLE

- 1. Preliminary Phase\$ 3,650.00
- 2. Design Phase\$18,600.00
- 3. Bidding Phase\$ 3,500.00
- Subtotal Basic Services – FAA ELIGIBLE \$ 25,750.00

B. SPECIAL SERVICES – FAA ELIGIBLE

- 1. Administrative Assistance\$ 2,100.00
- 2. Field Survey - Design\$ 2,800.00
- 3. Categorical Exclusion (CATEX) Checklist.....\$ 2,700.00
- Subtotal Special Services – FAA ELIGIBLE \$ 7,600.00

Total Basic and Special Services – FAA ELIGIBLE \$33,350.00

C. SPECIAL SERVICES – FAA INELIGIBLE

- 1. Update DBE Program\$ 2,400.00
- Total Special Services – FAA INELIGIBLE \$ 2,400.00**

VI. Indicate if Compensation is Lump Sum or Estimated/Not to Exceed:

The Consultant shall not proceed with the services described herein until written authorization in the form of a Notice to Proceed is received from the Sponsor.

The compensation associated with each of the respective tasks listed for Item A. Basic Services and for Items B. and C. Special Services shall be lump sum. For Item A. Basic Services, and Item B. and C. Special Services, partial payment shall be made to the Consultant for those portions of the services completed. The Consultant shall submit to the Sponsor a monthly statement showing an estimate of completion, and the portion of compensation requested for each element and phase of the services. The request for partial payments will not be in excess of the value of the services completed at the time the statement is rendered.

Progress payments shall be made to the Consultant within thirty (30) calendar days of receipt of proper billing statement.

VII. Other:

MANDATORY FEDERAL CONTRACT PROVISIONS

By entering into this Agreement, the Consultant agrees to abide by the Federal Provisions included herein.

1. ACCESS TO RECORDS AND REPORTS
(Reference: 2 CFR § 200.326, 2 CFR § 200.333)

The Consultant must maintain an acceptable cost accounting system. The Consultant agrees to provide the Engineer, Owner, or the FAA, and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers, and records of the Consultant which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Consultant agrees to maintain all books, records and reports required under this agreement for a period of not less than three years after final payment is made and all pending matters are closed.

2. BUY AMERICAN PREFERENCE
(Reference: 49 USC § 50101)

This provision is omitted as none of the identified deliverables constitute a manufactured product.

3. CIVIL RIGHTS: GENERAL PROVISIONS
(Reference: 49 USC § 47123)

The Consultant agrees that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds the Consultants from the bid solicitation period through the completion of the agreement. This provision is in addition to that required of Title VI of the 81 Rights Act of 1964.

4. CIVIL RIGHTS: TITLE VI ASSURANCES

Title VI Solicitation Notice:

The Owner and Engineer, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies the Consultant that it will affirmatively ensure that any agreement entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Title VI Compliance with Nondiscrimination Requirements:

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

1. **Compliance with Regulations:** The Consultant (hereinafter includes consultants) will comply with the **Title VI List of Pertinent Nondiscrimination Statutes and Authorities**, as they may be amended from time to time, which are herein incorporated by reference and made a part of this agreement.
2. **Non-discrimination:** The Consultant, with regard to the work performed by it during the agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subconsultants, including procurements of materials and leases of equipment. The Consultant will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the agreement covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the Consultant for work to be performed under a subagreement, including procurements of materials, or leases of equipment, each potential subconsultant or supplier will be notified by the Consultant of the Consultant’s obligations under this agreement and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The Consultant will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Engineer, Owner or the FAA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish the information, the Consultant will so certify to the Engineer, Owner or the FAA, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Consultant’s noncompliance with the Non-discrimination provisions of this agreement, the Engineer will impose such agreement sanctions as it or the FAA may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the Consultant under the agreement until the Consultant complies; and/or

b. Cancelling, terminating, or suspending an agreement, in whole or in part.

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

Title VI List of Pertinent Nondiscrimination Authorities

(Source: Appendix E of Appendix 4 of FAA Order 1400.11, Nondiscrimination in Federally-Assisted Programs at the FAA)

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

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and Consultants, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing

entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;

- The FAA’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

5. DISADVANTAGED BUSINESS ENTERPRISE

(Reference: 49 CFR part 26)

Contract Assurance (§ 26.13) - The Consultant or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this agreement. The Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy, as the recipient deems appropriate.

Prompt Payment (§26.29)- The prime Consultant agrees to pay each subconsultant under this prime agreement for satisfactory performance of its agreement no later than thirty (30) days from the receipt of each payment the prime Consultant receives from the Engineer. The prime Consultant agrees further to return retainage payments to each subconsultant within thirty (30) days after the subconsultant's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Engineer. This clause applies to both DBE and non-DBE subconsultants.

6. FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

(Reference: 29 USC § 201, et seq.)

This provision is incorporated by reference to 29 USC § 201, et seq.

7. LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

(Reference: 49 CFR part 20, Appendix A)

The Consultant certifies that by executing the Agreement, to the best of his or her knowledge and belief, that:

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the bidder or offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

8. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970
(Reference: 29 CFR part 1910)

This provision is incorporated by reference to 29 CFR part 1910

9. RIGHTS TO INVENTIONS
(Reference: 2 CFR § 200 Appendix II(F))

All rights to inventions and materials generated under this agreement are subject to requirements and regulations issued by the FAA and the Sponsor of the Federal grant under which this agreement is executed.

10. TRADE RESTRICTION CLAUSE
(Reference: 49 CFR part 30)

The Consultant or subconsultant, by submission of an offer and/or execution of an agreement, certifies that it:

- a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- b. has not knowingly entered into any agreement or subagreement for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;

- c. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no agreement shall be awarded to a Consultant or subconsultant who is unable to certify to the above. If the Consultant knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the FAA may direct through the Owner and/or Engineer cancellation of the agreement at no cost to the Government.

Further, the Consultant agrees that, if awarded an agreement resulting from this solicitation, it will incorporate this provision for certification without modification in each agreement and in all lower tier subagreements. The Consultant may rely on the certification of a prospective subconsultant unless it has knowledge that the certification is erroneous.

The Consultant shall provide immediate written notice to the Engineer if the Consultant learns that its certification or that of a subconsultant was erroneous when submitted or has become erroneous by reason of changed circumstances. The subconsultant agrees to provide written notice to the Consultant if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the Consultant or subconsultant knowingly rendered an erroneous certification, the FAA may direct through the Owner and/or the Engineer, cancellation of the agreement or subagreement for default at no cost to the Government.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a Consultant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

11. TERMINATION OF CONTRACT

(Reference: 2 CFR § 200 Appendix II(B))

- a. The Engineer may, by written notice, terminate this agreement in whole or in part at any time, either for the Engineer's convenience or because of failure to fulfill the agreement obligations. Upon receipt of such notice services must be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this agreement, whether completed or in progress, delivered to the Engineer.
- b. If the termination is for the convenience of the Engineer, an equitable adjustment in the agreement price will be made, but no amount will be allowed for anticipated profit on unperformed services.

- c. If the termination is due to failure to fulfill the Consultant's obligations, the Engineer may take over the work and prosecute the same to completion by agreement or otherwise. In such case, the Consultant is liable to the Engineer for any additional cost occasioned to the Engineer thereby.
- d. If, after notice of termination for failure to fulfill agreement obligations, it is determined that the Consultant had not so failed, the termination will be deemed to have been effected for the convenience of the Engineer. In such event, adjustment in the agreement price will be made as provided in paragraph 2 of this clause.
- e. The rights and remedies of the Engineer provided in this clause are in addition to any other rights and remedies provided by law or under this agreement.

12. GOVERNMENT WIDE DEBARMENT AND SUSPENSION

Reference: 2 CFR part 180 (Subpart C), 2 CFR part 1200, DOT Order 4200.5 DOT Suspension & Debarment Procedures & Ineligibility

By submitting an Agreement for execution by the Engineer, the Consultant certifies that at the time the Consultant submits said Agreement that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

Certification Regarding Debarment and Suspension (Consultant Regarding Lower Tier Participants)

The Consultant, by administering each lower tier subagreement that exceeds \$25,000 as a “covered transaction”, must verify each lower tier participant of a “covered transaction” under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The Consultant will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>.
2. Collecting a certification statement similar to the Certificate Regarding Debarment and Suspension, above.
3. Inserting a clause or condition in the covered transaction with the lower tier agreement.

If the FAA or Engineer later determines that a lower tier participant failed to tell a higher tier that it was excluded or disqualified at the time it entered the covered transaction, the FAA or Engineer may pursue any available remedy, including suspension and debarment.

13. BREACH OF CONTRACT TERMS

(Reference: 2 CFR § 200 Appendix II(A))

Any violation or breach of terms of this agreement on the part of the Consultant or its subconsultants may result in the suspension or termination of this agreement or such other action that may be necessary to enforce the rights of the parties of this Agreement. The duties and obligations imposed by the Agreement Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

14. CLEAN AIR AND WATER POLLUTION CONTROL

(Reference: 2 CFR § 200 Appendix II(G))

Consultants and subconsultants agree:

1. That any facility to be used in the performance of the agreement or subagreement or to benefit from the agreement is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities;
2. To comply with all the requirements of Section 114 of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq. and Section 308 of the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308 of the Acts, respectively, and all other regulations and guidelines issued thereunder;
3. That, as a condition for the award of this agreement, the Consultant or subconsultant will notify the awarding official of the receipt of any communication from the EPA indicating that a facility to be used for the performance of or benefit from the agreement is under consideration to be listed on the EPA List of Violating Facilities;
4. To include or cause to be included in any construction agreement or subagreement which exceeds \$100,000 the aforementioned criteria and requirements.

15. CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

(Reference: 2 CFR § 200 Appendix II(G))

1. Overtime Requirements.

No Consultant or subconsultant contracting for any part of the agreement work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) above, the Consultant and any subconsultant responsible therefor shall be liable for the unpaid wages. In addition, such Consultant and subconsultant shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 above, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 above.

3. Withholding for Unpaid Wages and Liquidated Damages.

The FAA, the Owner, or the Engineer shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the Consultant or subconsultant under any such agreement or any other Federal agreement with the same prime Consultant, or any other Federally-assisted agreement subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Consultant, such sums as may be determined to be necessary to satisfy any liabilities of such Consultant or subconsultant for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 above.

4. Subconsultants.

The Consultant or subconsultant shall insert in any subagreements the clauses set forth in paragraphs 1 through 4 and also a clause requiring the subconsultant to include these clauses in any lower tier subagreements. The prime Consultant shall be responsible for compliance by any subconsultant or lower tier subconsultant with the clauses set forth in paragraphs 1 through 4 of this section.

16. REDUCING TEXT MESSAGING WHILE DRIVING
(Reference: Executive Order 13513 and DOT Order 3902.10)

The Consultant under this project must promote policies and initiatives for employees and other work personnel that decrease crashes by distracted drivers, including policies to ban text messaging while driving. The Consultant must include these policies in each third party subcontract involved on this project.

H.W. LOCHNER, INC.

By: 

Typed Name: Steven D. Harris, P.E.

Typed Title: V.P. – Dir. of General Aviation

Dated: 12/30/14

APPROVED BY CITY OF JUNCTION CITY, KANSAS

City Manager

Dated: _____

EXHIBIT C3

CONSULTANT FEE SCHEDULE

See attached Fee Forms related to Item A. Basic Services and Items B. and C. Special Services

**DERIVATION OF CONSULTANT PROJECT COSTS FOR
ENGINEERING DESIGN BASIC AND SPECIAL SERVICES**

BASE BID NO. 1

**REPLACE PRIMARY WIND CONE AND SEGMENTED CIRCLE
INSTALL NEW SUPPLEMENTAL WIND CONE FOR RUNWAY 18**

BASE BID NO. 2

INSTALL PERIMETER FENCE

**FAA PROJECT NO. A.I.P. 3-20-0039-011
FREEMAN FIELD
JUNCTION CITY, KANSAS**

December 18, 2014

1. DIRECT SALARY COSTS:

<u>TITLE</u>	<u>HOURS</u>	<u>RATE/HOUR</u>	<u>COST (\$)</u>
Principal	4	\$68.50	\$ 274.00
Project Manager	15	\$56.00	\$ 840.00
Design Engineer II	38	\$38.00	\$ 1,444.00
Design Engineer I	136	\$28.50	\$ 3,876.00
Sr. Electrical Engineer	12	\$45.00	\$ 540.00
Environmental Specialist	24	\$31.00	\$ 744.00
Technician	84	\$23.00	\$ 1,932.00
Administrative Asst.	41	\$20.00	\$ 820.00
Total Direct Salary Costs			= \$ 10,470.00

2. LABOR AND GENERAL ADMINISTRATIVE OVERHEAD:

Percentage of Direct Salary Costs @ 184.32% = \$ **19,298.31**

3. SUBTOTAL:

Items 1 and 2 = \$ **29,768.31**

4. PROFIT:

15% of Item 3 Subtotal = \$ **4,465.25**

Subtotal of Items 3 and 4 \$ **34,233.56**

5. OUT-OF-POCKET EXPENSES:

a. Mileage 280 miles @\$0.560/mile = \$ 156.80
 b. Meals 0 days @ \$39.00/day = \$ -
 c. Motel 0 days @ \$75.00/day = \$ -
 d. Mailing/Shipping Expenses = \$ -
 e. Materials & Supplies = \$ 159.63

Total Out-of-Pocket Expenses = \$ **316.43**

6. SUBCONTRACT COST:

a. Survey - Kaw Valley Engineering \$ **1,200.00**

7. TOTAL COST:

Items 3, 4, 5 and 6 \$ **35,750.00**

FAA GRANT ELIGIBLE AMOUNT = \$	33,350.00
FAA GRANT INELIGIBLE AMOUNT = \$	2,400.00

*SDH
12-30-14*

ENGINEERING DESIGN BASIC AND SPECIAL SERVICES - COST BREAKDOWN

BASE BID NO. 1
REPLACE PRIMARY WIND CONE AND SEGMENTED CIRCLE
INSTALL NEW SUPPLEMENTAL WIND CONE FOR RUNWAY 18

BASE BID NO. 2
INSTALL PERIMETER FENCE

FREEMAN FIELD
JUNCTION CITY, KANSAS

December 18, 2014

Classification:	Principal	Project Manager	Design Engineer II	Design Engineer I	Sr. Electrical Engineer	Environ. Specialist	Technician	Admin. Assistant	Other Costs
Hourly Rate:	\$223.97	\$183.10	\$124.25	\$93.19	\$147.14	\$101.36	\$75.20	\$65.39	
<u>A. BASIC SERVICES - FAA ELIGIBLE</u>									
1. Preliminary Phase:	0	8	6	10	0	0	2	3	(1,2)
Labor Subtotal =	\$3,488.75	\$0.00	\$1,464.82	\$745.49	\$931.86	\$0.00	\$150.41	\$196.18	
Expense Subtotal =	\$ 161.25								\$ 161.25
Subconsultant Subtotal =	\$ -								\$ -
Total Fee =	\$ 3,650.00								
2. Design Phase:	4	5	14	73	10	0	69	24	(2)
Labor Subtotal =	\$18,583.23	\$895.89	\$915.51	\$1,739.47	\$6,802.57	\$1,471.36	\$5,188.98	\$1,569.45	
Expense Subtotal =	\$ 16.77								\$ 16.77
Subconsultant Subtotal =	\$ -								\$ -
Total Fee =	\$ 18,600.00								
3. Bidding Phase:	0	0	5	22	2	0	3	4	(2)
Labor Subtotal =	\$3,452.78	\$0.00	\$0.00	\$621.24	\$2,050.09	\$294.27	\$225.61	\$261.57	
Expense Subtotal =	\$ 47.22								\$ 47.22
Subconsultant Subtotal =	\$ -								\$ -
Total Fee =	\$ 3,500.00								
PART A SUBTOTAL =	\$ 25,750.00								

- (1) Mileage, Motel and Meals
- (2) Equipment, Materials and Supplies
- (3) Vendor Services

SDH
12-30-14

Classification:	Principal	Project Manager	Design Engineer II	Design Engineer I	Sr. Electrical Engineer	Environ. Specialist	Technician	Admin. Assistant	Other Costs
Hourly Rate:	\$223.97	\$183.10	\$124.25	\$93.19	\$147.14	\$101.36	\$75.20	\$65.39	

B. SPECIAL SERVICES - FAA ELIGIBLE

1. Administrative Assistance:	0	0	2	15	0	0	4	2	(2)
Labor Subtotal =	\$2,077.88	\$0.00	\$248.50	\$1,397.79	\$0.00	\$0.00	\$300.81	\$130.79	
Expense Subtotal =	\$ 22.12								\$ 22.12
Subconsultant Subtotal =	\$ -								\$ -
Total Fee =	\$ 2,100.00								
2. Field Survey - Design:	0	1	6	2	0	0	6	0	(2,3)
Labor Subtotal =	\$1,566.18	\$0.00	\$745.49	\$186.37	\$0.00	\$0.00	\$451.22	\$0.00	
Expense Subtotal =	\$ 33.82								\$ 33.82
Subconsultant Subtotal =	\$ 1,200.00								\$ 1,200.00
Total Fee =	\$ 2,800.00								
3. CATEX Checklist:	0	0	2	0	0	24	0	0	(2)
Labor Subtotal =	\$2,681.14	\$0.00	\$248.50	\$0.00	\$0.00	\$2,432.64	\$0.00	\$0.00	
Expense Subtotal =	\$ 18.86								\$ 18.86
Subconsultant Subtotal =	\$ -								\$ -
Total Fee =	\$ 2,700.00								
PART B SUBTOTAL =	\$ 7,600.00								

C. SPECIAL SERVICES - FAA INELIGIBLE

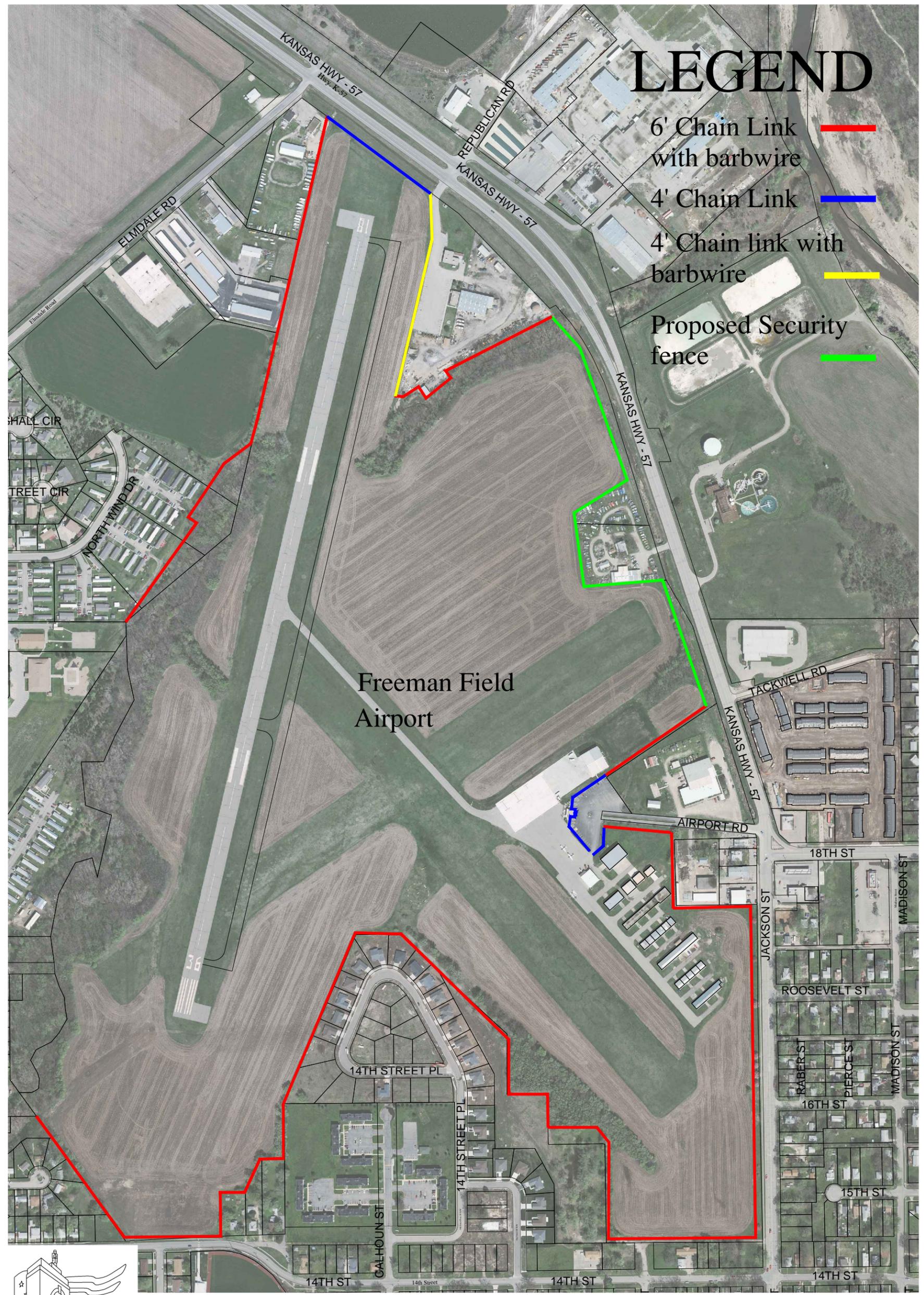
1. Update DBE Program:	0	1	3	14	0	0	0	8	(2)
Labor Subtotal =	\$2,383.60	\$0.00	\$372.74	\$1,304.60	\$0.00	\$0.00	\$0.00	\$523.15	
Expense Subtotal =	\$ 16.40								\$ 16.40
Subconsultant Subtotal =	\$ -								\$ -
Total Fee =	\$ 2,400.00								
PART C SUBTOTAL =	\$ 2,400.00								
GRAND TOTAL =	\$ 35,750.00								

- (1) Mileage, Motel and Meals
- (2) Equipment, Materials and Supplies
- (3) Vendor Services

SDH
12-30-14

LEGEND

- 6' Chain Link with barbwire —
- 4' Chain Link —
- 4' Chain link with barbwire —
- Proposed Security fence —



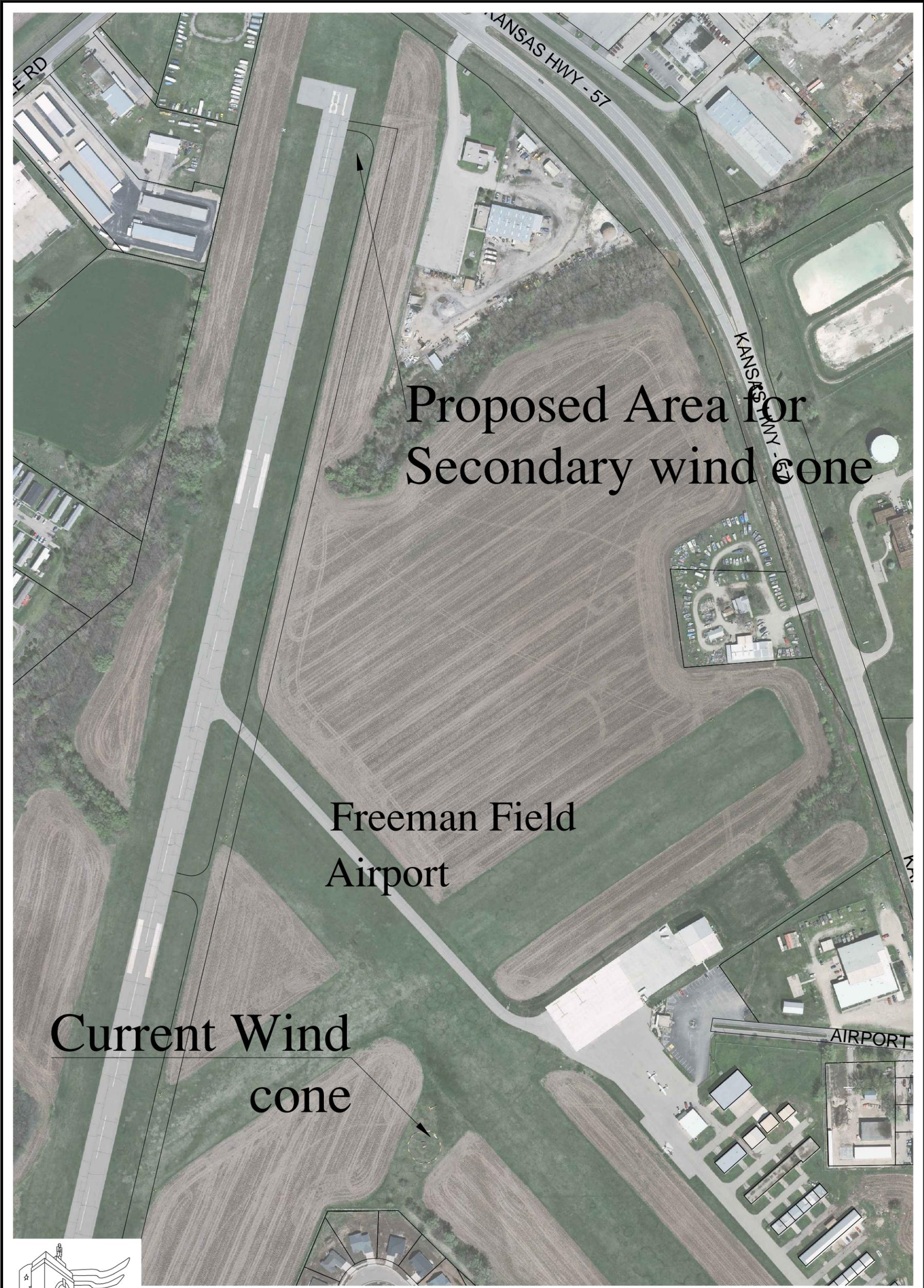
Freeman Field
Airport



AREA LOCATION MAP
CITY OF JUNCTION CITY

Aerial Location Map
Airport Fencing
December 2014

DATE: December 2014 | DRWN: B.W. Brown | FILE: | SCALE: N.T.S.



Proposed Area for
Secondary wind cone

Freeman Field
Airport

Current Wind
cone



AREA LOCATION MAP
CITY OF JUNCTION CITY

Aerial Location Map
Airport
January 2015

DATE: January 2015 | DRWN: B.W. Brown | FILE: | SCALE: N.T.S.

Proposed Airport Capital Plan

City	Site	LOC	Project Description	Runway	Planned FFY	Max Federal Share for Project Phase (80% of Eligible Cost)	Estimated Total Project Cost	NPR	Project Phase	Details	
Junction City	Freeman Field	3JC	Acquire Snow Removal Equipment		2015	\$288,000	\$320,000	45		This project is to acquire Snow Removal Equipment (Tractor with 12' blade). This is a single phase project.	
Junction City	Freeman Field	3JC	Install Perimeter Fencing		2016	\$90,000	\$100,000	40		Install Perimeter Fencing - 5 strand barbed wire fence on north perimeter. Current AP limits participation for perimeter fencing to available NPE funds for NEW 5 strand barbed wire fences with manual gates per FAA Order 5100.38C Paragraph 547.f.	
Junction City	Freeman Field	3JC	Install Weather Reporting Equipment		2016	\$45,000	\$50,000	44		This project is to install a lighted wind cone with segmented circle to visually depict wind direction and speed. This is a single phase project with design and construction in the same fiscal year.	
Junction City	Freeman Field	3JC	Update Airport Master Plan Study		2017	\$90,000	\$100,000	64		Update MP/ALP (w/ Narrative Report and GIS Data Collection)	
Junction City	Freeman Field	3JC	Construct Taxiway		2018	\$109,525	\$730,169	47	1/2	Construct partial parallel taxiway for Runway 18-36 North end	
Junction City	Freeman Field	3JC	Construct Taxiway		2019	\$547,927	\$730,169	47	2/2	Construct partial parallel taxiway for Runway 18-36 North end	
Future Projects											
			Rehabilitate Runway	13/31	O	\$495,000	\$550,000	68		Mill/overlay/remark	
			Rehabilitate Taxiway		O	\$659,500	\$955,000	64		Reconstruct midfield taxiway from apron to runway 18-36. Square off connection to runway.	
			Rehabilitate Apron		O	\$886,464	\$984,960	58		Reconstruct transient parking apron.	
			Construct Runway	Plan-1	O	\$7,914,432	\$8,793,813	50		Construct Runway 15-33 Land - Phase 2 \$3,892,387 Fed share Design - Phase 3 \$150,000 Fed share Relocate Street - Phase 4 \$1,401,250 Fed share Construct Runway, Phase 5 \$2,660,000 Fed share Perimeter fence - Phase 6 \$164,171 Fed share Remove hangar in Part 77 surface - Phase 7 \$463,133 Fed share	
			Construct Taxiway		O	\$635,472	\$706,080	47		Construction of a partial parallel taxiway for Runway 18-36 South end	
			Construct Taxiway	18/36	O	\$2,250,000	\$2,500,000	47		Construct parallel taxiway for new runway	
			Extend Runway		O	\$1,350,000	\$1,500,000	47		Extend Runway 18-36.	
			Install Weather Reporting Equipment		O	\$135,000	\$150,000	44		Per Program Guidance Letter 08-05 for an AWOS more advanced than an AWOS-A or AWOS A-V an airport must submit a positive benefit-cost analysis using the instructions in FAA Order 7031.2C - Airway Planning Standard Number One; Terminal Air Navigation Facilities and Air Traffic Control Services (APS-1)	
			Acquire Land For Approaches		O	\$832,500	\$925,000	42		Acquire Elmdale land in fee	
			Install Miscellaneous NAVAIDS		O	\$67,500	\$75,000	40		Replace rotating beacon.	
			Expand Apron		O	\$1,298,424	\$1,442,693	39		Construct apron expansion.	
							Estimated Available Entitlement Summary				
							2012	2013	2014	2015 ⁴	Total
							\$150,000	\$150,000	\$150,000	\$150,000	\$600,000
<p>¹ FFY 2012 Entitlement will expire in FFY 2015</p> <p>² FFY 2015 Nonprimary Entitlement unknown pending legislation - \$150,000 is assumed for planning</p> <p>You have funds that expire on September 30, 2015</p>											
<p>THIS IS FOR PLANNING PURPOSES - Funding is not guaranteed for these years at the amount listed.</p> <p>This report only shows Capital Projects for Short Term Planning</p> <p>Year Planned is based upon project's National Priority Rating (NPR), projected available Entitlement funds, and possible Discretionary and/or State Apportionment funds which may also be available.</p> <p>Because the grants are reimbursements, Land Acquisition Projects are shown one year AFTER the actual purchase year is expected.</p>											

Other projects may be on file but may not be anticipated to have funding available in the short term planning period

Backup material for agenda item:

- e. Consideration and Approval of a Geometric Improvement Agreement between KDOT and the City - Franklin & 6th Street - Intergovernmental Agreement

City of Junction City

City Commission

Agenda Memo

February 3, 2015

From: Gregory S. McCaffery, Director of Municipal Services
To: Allen Dinkel, City Manager and City Commissioner
Subject: **Agreement between Kansas Department of Transportation and the City of Junction City - Geometric Improvements – Franklin & 6th Street Intersection & Signalization**

Objective: The consideration and approval of an Agreement between Kansas Department of Transportation and the City of Junction for City Geometric Improvements – Franklin & 6th Street Intersection & Signalization.

Explanation of Issue: The City in 2012 indicated the intent to aggressively pursue and seek out various transportation funding options in order to assist in the City's aging street network. In 2013 the City staff submitted a grant application for a Geometric Improvement (GI) through the Kansas Department of Transportation (KDOT) at the intersection of Franklin & 6th Street, including signalization.

This project was previously submitted and approved for funding through KDOT, however the City lacked the local match back in 2009, and therefore the project was dropped from further consideration.

The GI program administrated by KDOT allows for local communities to complete geometric improvements, primarily intersection improvements, along State transportation local routes within their community. This program is based on community population and a participation ratio. Junction City's ratio is for a 15% local and 85% State match.

The project has overall estimated costs of approximately \$450,000, and has been awarded a State match of \$300,000 for the construction portion. The City's local match, estimated at \$42,000, would be through the City's Special Highway Fund. 90% of the project has been designed, with minor modifications necessary for a 2017 construction. It is anticipated KAW Valley Engineering would complete the balance of the engineering design for this project. The project will involve new traffic signalization, minor curb & gutter improvements, sidewalk and signage & striping. This is one of several KDOT projects which have been moved out one additional year in order to allow for balancing of overall State funding.

The City attorney has review and approved to form the agreement, therefore City staff is recommending City Commission concurrence.

Budget Impact: The City would receive upwards of \$300,000 towards the construction costs of the project from KDOT through a project reimbursement process. The City local match, approximately \$42,000 would be funded through the Special Highway Fund.

Alternatives: The City Commission may approve, modify, table or deny the agreement request, as presented

Recommendation: Staff recommends approval of the agreement, as presented

Suggested Motion: Commissioner _____, move to approve the entering into an agreement for Geometric Improvements at the Intersection of Franklin & 6th Street, between the Kansas Department of Transportation and the City, as presented.

Enclosures: Kansas Department of Transportation Agreement for Geometric Improvements at Franklin & 6th Street
Preliminary Costs Estimate and project location maps

PROJECT NO. 40B-31 KA-3549-01
GEOMETRIC IMPROVEMENT
CITY OF JUNCTION CITY, KANSAS

AGREEMENT

This Agreement is between **MICHAEL S. KING, Secretary of Transportation**, Kansas Department of Transportation (KDOT) (the “Secretary”) and the **City of Junction City, Kansas** (“City”), **collectively**, the “Parties.”

RECITALS:

- A. The Secretary has authorized a geometric improvement project, as further described in this Agreement.
- B. The Secretary and the City are empowered by the laws of Kansas to enter into agreements for the construction and maintenance of city connecting links of the State Highway System through the City.
- C. The City desires to construct the Project.
- D. Cities are, under certain circumstances, entitled to receive assistance in the financing of the construction and reconstruction of streets and state highways, provided however, in order to be eligible for such state aid, such work is required to be done in accordance with the laws of Kansas.

NOW THEREFORE, in consideration of these premises and the mutual covenants set forth herein, the Parties agree to the following terms and provisions.

ARTICLE I

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

- 1. **“Agreement”** means this written document, including all attachments and exhibits, evidencing the legally binding terms and conditions of the agreement between the Parties.
- 2. **“City”** means the City of Junction City, Kansas, with its place of business at 700 N Jefferson Street, Junction City, KS 66441.
- 3. **“Construction”** means the work done on the Project after Letting, consisting of building, altering, repairing, improving or demolishing any structure, building or highway; any drainage, dredging, excavation, grading or similar work upon real property.
- 4. **“Construction Contingency Items”** mean unforeseeable elements of cost within the defined project scope identified after the Construction phase commences.
- 5. **“Construction Engineering”** means inspection services, material testing, engineering consultation and other reengineering activities required during Construction of the Project.

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

17. **“Preliminary Engineering”** means pre-construction activities, including but not limited to design work, generally performed by a consulting engineering firm that takes place before Letting.
18. **“Project”** means all phases and aspects of the Construction endeavor to be undertaken by the City, as and when authorized by the Secretary prior to Letting, being: **Intersection improvements on US-40B at the intersection of Franklin Street in Junction City, Kansas**, and is the subject of this Agreement.
19. **“Project Limits”** means that area of Construction for the Project, including all areas between and within the Right of Way boundaries as shown on the Design Plans.
20. **“Responsible Bidder”** means one who makes an offer to construct the Project in response to a request for bid with the technical capability, financial capacity, human resources, equipment, and performance record required to perform the contractual services.
21. **“Right of Way”** means the real property and interests therein necessary for Construction of the Project, including fee simple title, dedications, permanent and temporary easements, and access rights, as shown on the Design Plans.
22. **“Secretary”** means Michael S. King, in his official capacity as Secretary of Transportation of the state of Kansas, and his successors.
23. **“Utilities” or “Utility”** means all privately, publicly or cooperatively owned lines, facilities and systems for producing, transmitting or distributing communications, power, electricity, light, heat, gas, oil, crude products, water, steam, waste, and other similar commodities, including non-transportation fire and police communication systems which directly or indirectly serve the public.

ARTICLE II

SECRETARY RESPONSIBILITIES:

1. **Technical Information on Right of Way Acquisition.** The Secretary will provide technical information upon request to help the City acquire Right of Way in accordance with the laws and with procedures established by KDOT’s Bureau of Right of Way and the Office of Chief Counsel.
2. **Letting and Administration by KDOT.** The Secretary shall Let the contract for the Project and shall award the contract to the lowest Responsible Bidder upon concurrence in the award by the City. The Secretary further agrees, as agent for the City, to administer the Construction of the Project in accordance with the final Design Plans and administer the payments due the Contractor or the Consultant, including the portion of the cost borne by the City.
3. **Indemnification by Contractors.** The Secretary will require the Contractor to indemnify, hold harmless, and save the Secretary and the City from personal injury and property damage claims arising out of the act or omission of the Contractor, the Contractor’s agent, subcontractors (at any tier), or suppliers (at any tier). If the Secretary or the City defends a third party’s

claim, the Contractor shall indemnify the Secretary and the City for damages paid to the third party and all related expenses either the Secretary or the City or both incur in defending the claim.

4. **Payment of Costs.** The Secretary agrees to be responsible for ninety percent (90%) of the total actual costs of Construction (which includes the costs of all Construction Contingency Items), but not to exceed \$270,000.00 for the Project. The Secretary shall not be responsible for the total actual costs of Construction (which includes the costs of all Construction Contingency Items) that exceed \$300,000.00 for the Project. The Secretary shall not be responsible for the total actual costs of Preliminary Engineering, Construction Engineering, Right of Way, or Utility adjustments for the Project.

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

ARTICLE III

CITY RESPONSIBILITIES:

1. **Secretary Authorization.** The Project shall be undertaken, prosecuted and completed for and on behalf of the City by the Secretary acting in all things as its agent, and the City hereby constitutes and appoints the Secretary as its agent, and all things hereinafter done by the Secretary in connection with the Project are hereby by the City authorized, adopted, ratified and confirmed to the same extent and with the same effect as though done directly by the City acting in its own individual corporate capacity instead of by its agent. The Secretary is authorized by the City to take such steps as are deemed by the Secretary to be necessary or advisable for the purpose of securing the benefits of state aid for this Project.

2. **Legal Authority.** The City agrees to adopt all necessary ordinances and/or resolutions and to take such administrative or legal steps as may be required to give full effect to the terms of this Agreement.

3. **Conformity with State and Federal Requirements.** The City shall be responsible to design the Project or contract to have the Project designed in conformity with the state design criteria appropriate for the Project in accordance with the current AASHTO A Policy on Geometric Design of Highways & Streets, the KDOT Design Manual, Geotechnical Bridge Foundation Investigation Guidelines, Bureau of Design's road memorandums, the latest version, as adopted by the Secretary, of the Manual on Uniform Traffic Control Devices (MUTCD), the current version of the Bureau of Transportation Safety and Technology's Traffic Engineering Guidelines, and the current version of the KDOT Standard Specifications for State Road and Bridge Construction with Special Provisions, and any necessary Project Special Provisions.

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

5. **Submission of Design Plans to Secretary.** Upon their completion, the City shall have the Design Plans submitted to the Secretary by a licensed professional engineer attesting to the conformity of the Design Plans with the items in Article III, paragraph 3 above. The Design Plans must

be signed and sealed by the licensed professional engineer responsible for preparation of the Design Plans. In addition, geological investigations or studies must be signed and sealed by either a licensed geologist or licensed professional engineer in accordance with K.S.A. 74-7042, who is responsible for the preparation of the geological investigations or studies.

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

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

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

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

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

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

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

9. **Right of Way.** The City agrees to the following with regard to Right of Way:

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

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

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

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

(e) **Trails and Sidewalks on KDOT Right of Way.** With regard to any bike or pedestrian paths or sidewalks ("Trail/Sidewalk") constructed pursuant to the Design Plans, the City agrees as follows:

(i) **City Responsible for Repairs and Providing Alternative Accessible Routes.** The City agrees that the primary purpose of KDOT Right of Way is for the

construction and maintenance of US-40B. In the event that the construction or maintenance of US-40B reasonably requires the Trail/Sidewalk on KDOT Right of Way to be damaged or removed, the City shall be responsible for all repairs to the Trail/Sidewalk made necessary as a result of US-40B construction or maintenance. In the event the Trail/Sidewalk on KDOT Right of Way is temporarily closed or removed for any reason and for any length of time, the City will be wholly responsible for providing an alternative accessible path and for compliance with all laws and regulations relating to accessibility.

- (ii) Interference with KDOT Right of Way. If the Secretary, in the Secretary's sole judgment, determines that continued use of the Trail/Sidewalk is or will interfere with KDOT use of its Right of Way or is otherwise rendered impractical, inconvenient, or unsafe for use by the traveling public, the City will remove the Trail/Sidewalk and restore the KDOT Right of Way location to its original condition prior to the Construction of the Trail/Sidewalk.
- (iii) Incorporation of Trail/Sidewalk into Local Transportation System. The City agrees to take all steps necessary to designate the Trail/Sidewalk component of the Project as an integral part of its local transportation system, being primarily for transportation purposes and having only incidental recreational use for purposes of 49 U.S.C. § 303 and 23 C.F.R. 771.135.
- (iv) Maintenance. When the Project is completed and final acceptance is issued, the City, at its own cost and expense, will maintain, including snow removal if required by law, the Trail/Sidewalk on KDOT Right of Way and make ample provision each year for such maintenance. If notified by the State Transportation Engineer of any unsatisfactory maintenance condition, the City will begin the necessary repairs within a reasonable period and will prosecute the work continuously until it is satisfactorily completed. Any notification by the State Transportation Engineer, however, is not intended to and shall not be construed to be an undertaking of the City's absolute duty and obligation to maintain the Trail/Sidewalk.

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

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

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

will require any gas and fuel dispensing pumps erected, moved, or installed along the Project be placed a distance from the Right of Way line no less than the distance permitted by the National Fire Code.

12. **Utilities.** The City agrees to the following with regard to Utilities:

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

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

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

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

(e) **Indemnification.** To the extent permitted by law, the City will indemnify, hold harmless, and save the Secretary and the Contractor for damages incurred by the Secretary and Contractor because identified Utilities have not been moved or adjusted timely or accurately.

(f) **Cost of Relocation.** Except as provided by state law, the expense of the removal or adjustment of the Utilities located on public Right of Way shall be borne by the owners. The expense of the removal or adjustment of privately owned Utilities located on private Right of Way or easements shall be borne by the City except as provided by state laws. Except where the Utility adjustments are Participating Costs for the Project, the expense of the removal or adjustment of only privately owned Utilities located on private Right of Way shall be borne by the City and the Secretary in the same proportion as other approved Construction costs as stipulated elsewhere in this Agreement.

13. **Hazardous Waste.** The City agrees to the following with regard to Hazardous Waste:

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

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

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

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

14. **Inspections**. The City is responsible to provide Construction Engineering for the Project in accordance with the rules and guidelines developed for the current KDOT approved Construction Engineering program and in accordance with the current edition of the KDOT Standard Specifications for State Road and Bridge Construction with Special Provisions and any necessary Project Special Provisions. The detailed inspection is to be performed by the City or the Consultant. The Secretary does not undertake for the benefit of the City, the Contractor, the Consultant or any third party the duty to perform the day-to-day detailed inspection of the Project, or to catch the Contractor's errors, omissions, or deviations from the final Design Plans. The City will require at a minimum all City personnel and all Consultant personnel performing Construction Engineering comply with the high visibility apparel requirements of the KDOT Safety Manual, Chapter 4, Section 8 Fluorescent Vests. The agreement for inspection services between the Secretary and the City and/or the Consultant must contain this requirement as a minimum. The City may require additional clothing requirements for adequate visibility of personnel.

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

(a) Temporary Traffic Control. The City shall provide a temporary traffic control plan within the Design Plans, which includes the City's plan for handling multi-modal traffic

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

(b) Permanent Traffic Control. The location, form and character of informational, regulatory and warning signs, of traffic signals and of curb and pavement or other markings installed or placed by any public authority, or other agency as authorized by K.S.A. 8-2005, must conform to the manual and specifications adopted under K.S.A. 8-2003, and any amendments thereto are incorporated by reference and shall be subject to the approval of the Secretary.

(c) Parking Control. The City shall prohibit parking of vehicles on the city connecting link and on the acceleration and deceleration lanes of all connecting streets and highways and on additional portions of the connecting streets and highways as the Secretary may deem necessary to permit free flowing traffic throughout the length of the Project covered by this Agreement.

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

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

17. Financial Obligation. The City will be responsible for ten percent (10%) of the total actual costs of Construction (which includes the costs of all Construction Contingency Items), up to \$300,000.00 for the Project. In addition, the City agrees to be responsible for one hundred percent (100%) of the total actual costs of Construction (which includes the costs of all Construction Contingency Items) that exceed \$300,000.00 for the Project. Further, the City agrees to be responsible for one hundred percent (100%) of the total actual costs of Preliminary Engineering, Construction Engineering, Right of Way, and Utility adjustments for the Project. The City shall also pay for any Non-Participating Costs incurred for the Project along with the associated Non-Participating Construction Engineering costs.

18. Remittance of Estimated Share. The City shall deposit with the Secretary its estimated share of the total Project expenses based upon estimated approved contract quantities. The City will remit its estimated share by the date indicated on the resolution form Authorization to Award Contract, Commitment of City Funds received by the City from the Secretary. The date indicated for

the City to deposit its estimated share of the total Project expenses is fifty (50) days after the Letting date.

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

20. **Audit.** The City will participate and cooperate with the Secretary in an annual audit of the Project. The City shall make its records and books available to representatives of the Secretary for audit for a period of five (5) years after date of final payment under this Agreement. If any such audits reveal payments have been made with state funds by the City for items considered Non-Participating Costs, the City shall promptly reimburse the Secretary for such items upon notification by the Secretary.

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

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

ARTICLE IV

GENERAL PROVISIONS:

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

2. **City Connecting Link.** The Parties have in the past entered into an agreement covering routine maintenance of the city connecting link and it is the Parties' intention that the agreement for routine maintenance shall remain in full force and effect and the mileage set out in the city connecting link maintenance agreement is not be affected by this Agreement. If necessary, the Parties will execute a new city connecting link maintenance agreement to include the Project.

3. **Civil Rights Act.** The "Special Attachment No. 1," pertaining to the implementation of the Civil Rights Act of 1964, is attached and made a part of this Agreement.

4. **Contractual Provisions.** The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 06-12), which is attached hereto, are hereby incorporated in this contract and made a part hereof.

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

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

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

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

ATTEST:

THE CITY OF JUNCTION CITY, KANSAS

CITY CLERK (Date)

MAYOR

(SEAL)

Michael S. King, Secretary of Transportation
Kansas Department of Transportation

By: _____
Jerome T. Younger, P.E. (Date)
Deputy Secretary and
State Transportation Engineer

KANSAS DEPARTMENT OF TRANSPORTATION

Special Attachment
To Contracts or Agreements Entered Into
By the Secretary of Transportation of the State of Kansas

NOTE: Whenever this Special Attachment conflicts with provisions of the Document to which it is attached, this Special Attachment shall govern.

THE CIVIL RIGHTS ACT OF 1964, and any amendments thereto,
REHABILITATION ACT OF 1973, and any amendments thereto,
AMERICANS WITH DISABILITIES ACT OF 1990, and any amendments thereto,
AGE DISCRIMINATION ACT OF 1975, and any amendments thereto,
EXECUTIVE ORDER 12898, FEDERAL ACTIONS TO ADDRESS ENVIRONMENTAL JUSTICE IN MINORITY
POPULATIONS AND LOW INCOME POPULATIONS 1994, and any amendments thereto,
49 C.F.R. Part 26.1 (DBE Program), and any amendments thereto

NOTIFICATION

The Secretary of Transportation for the State of Kansas, in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964 (78 Stat. 252), §504 of the Rehabilitation Act of 1973 (87 Stat. 355) and the Americans with Disabilities Act of 1990 (42 USC 12101), the Age Discrimination Act of 1975 (42 USC 6101), the regulations of the U.S. Department of Transportation (49 C.F.R., Part 21, 23, and 27), issued pursuant to such Act, Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low Income Populations (1994), and the DBE Program (49 C.F.R., Part 26.1), hereby notifies all contracting parties that, the contracting parties will affirmatively ensure that this contract will be implemented without discrimination on the grounds of race, religion, color, gender, age, disability, national origin, or minority populations and low income populations as more specifically set out in the following “Nondiscrimination Clauses”.

CLARIFICATION

Where the term “Consultant” appears in the following “Nondiscrimination Clauses”, the term “Consultant” is understood to include all parties to contracts or agreements with the Secretary of Transportation of the State of Kansas.

Nondiscrimination Clauses

During the performance of this contract, the Consultant, or the Consultant’s assignees and successors in interest (hereinafter referred to as the “Consultant”), agrees as follows:

- 1) Compliance with regulations: The Consultant will comply with the regulations of the U.S. Department of Transportation relating to nondiscrimination in its federally-assisted programs and codified at Title 49, Code of Federal Regulations, Parts 21, 23 and 27, (hereinafter referred to as the “Regulations”). The Regulations are herein incorporated by reference and made a part of this contract.
- 2) Nondiscrimination: The Consultant, with regard to the work performed by the Consultant after award and prior to the completion of the contract work, will not discriminate on the grounds of race, religion, color, gender, age, disability, national origin or minority populations and low income populations in the selection and retention of subcontractors, including in the procurements of materials and leases of equipment. The Consultant will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- 3) Solicitations for Subcontractors, including Procurements of Material and Equipment: In all solicitations, either competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract including procurements of materials and equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant’s obligation under this contract and the Regulations relative to nondiscrimination on the grounds of race, religion, color, gender, age, disability, national origin or minority populations and low income populations.

- 4) Information and Reports: The Consultant will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and the Secretary of the Transportation of the State of Kansas will be permitted access to the Consultant's books, records, accounts, other sources of information, and facilities as may be determined by the Secretary of Transportation of the State of Kansas to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the Secretary of Transportation of the State of Kansas and shall set forth what efforts it has made to obtain the information.
- 5) Employment: The Consultant will not discriminate against any employee or applicant for employment because of race, religion, color, gender, age, disability, or national origin.
- 6) Sanctions for Noncompliance: In the event of the Consultant's noncompliance with the nondiscrimination provisions of this contract, the Secretary of Transportation of the State of Kansas shall impose such contract sanctions as the Secretary of Transportation of the State of Kansas may determine to be appropriate, including, but not limited to,
 - (a) withholding of payments to the Consultant under the contract until the Consultant complies, and/or
 - (b) cancellation, termination or suspension of the contract, in whole or in part.
- 7) Disadvantaged Business Obligation
 - (a) Disadvantaged Business as defined in the Regulations shall have a level playing field to compete for contracts financed in whole or in part with federal funds under this contract.
 - (b) All necessary and reasonable steps shall be taken in accordance with the Regulations to ensure that Disadvantaged Businesses have equal opportunity to compete for and perform contracts. No person(s) shall be discriminated against on the basis of race, color, gender, or national origin in the award and performance of federally-assisted contracts.
 - (c) The Consultant, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Consultant shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of Federally-assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.
- 8) Executive Order 12898
 - (a) To the extent permitted by existing law, and whenever practical and appropriate, all necessary and reasonable steps shall be taken in accordance with Executive Order 12898 to collect, maintain, and analyze information on the race, color, national origin and income level of persons affected by programs, policies and activities of the Secretary of Transportation of the State of Kansas and use such information in complying with Executive Order 12898.
- 9) Incorporation of Provisions: The Consultant will include the provisions of paragraphs (1) through (8) in every subcontract, including procurements of materials and equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The Consultant will take such action with respect to any subcontract or procurement as the Secretary of Transportation of the State of Kansas may direct as a means of enforcing such provisions including sanctions for noncompliance: PROVIDED, however, that, in the event a Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Consultant may request the State to enter into such litigation to protect the interests of the State.

CONTRACTUAL PROVISIONS ATTACHMENT

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

"The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 06-12), which is attached hereto, are hereby incorporated in this contract and made a part thereof."

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

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges-hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

Contractor agrees to comply with all applicable state and federal anti-discrimination laws.

The provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting State agency cumulatively total \$5,000 or less during the fiscal year of such agency.

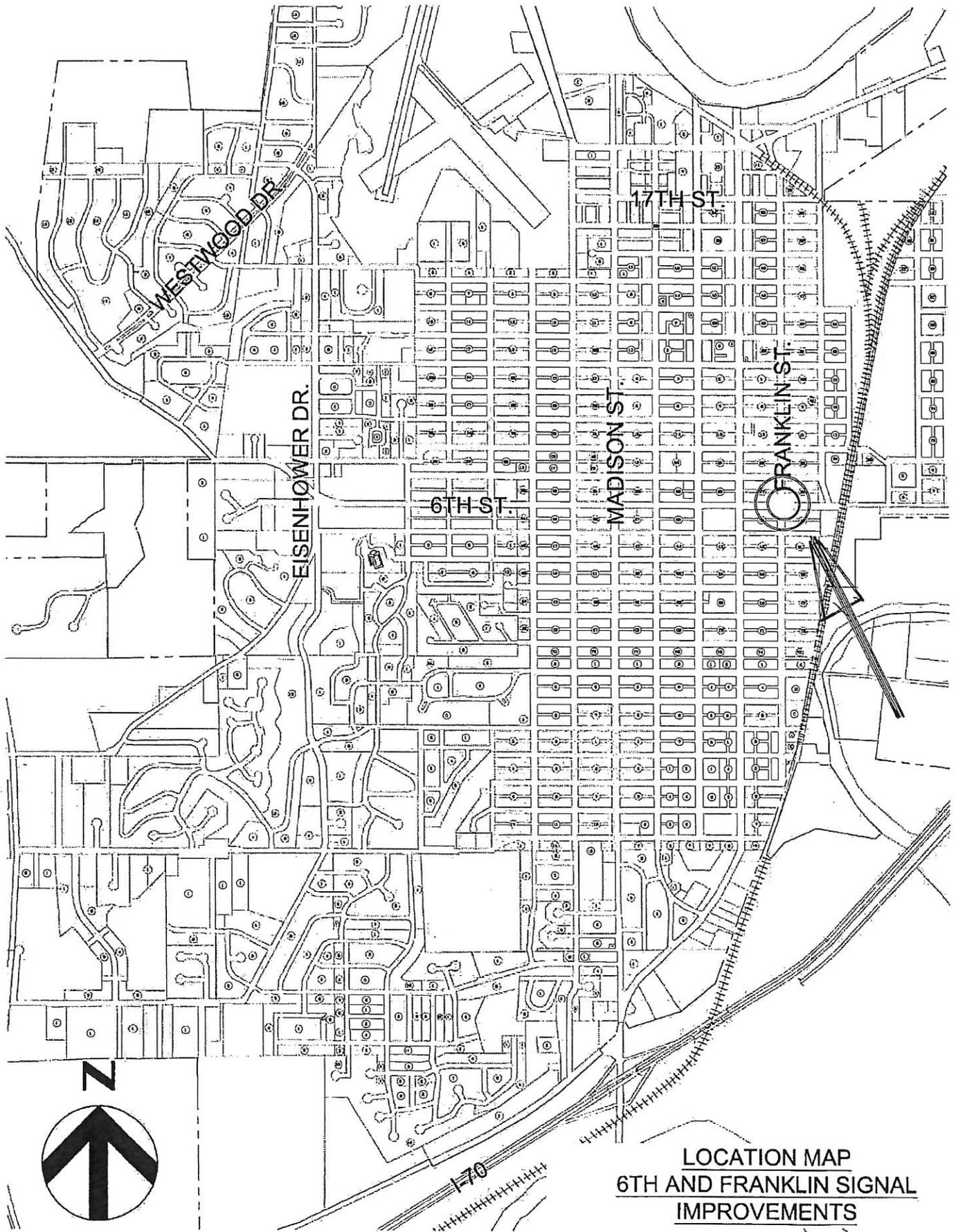
6. **Acceptance Of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this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

April 23, 2013

Engineer's Estimate of Probable Construction Cost
 For
6th and Franklin Signal Improvements
Junction City, Kansas - Preliminary Design Stage
KDOT Project Number 31 U-2272-01

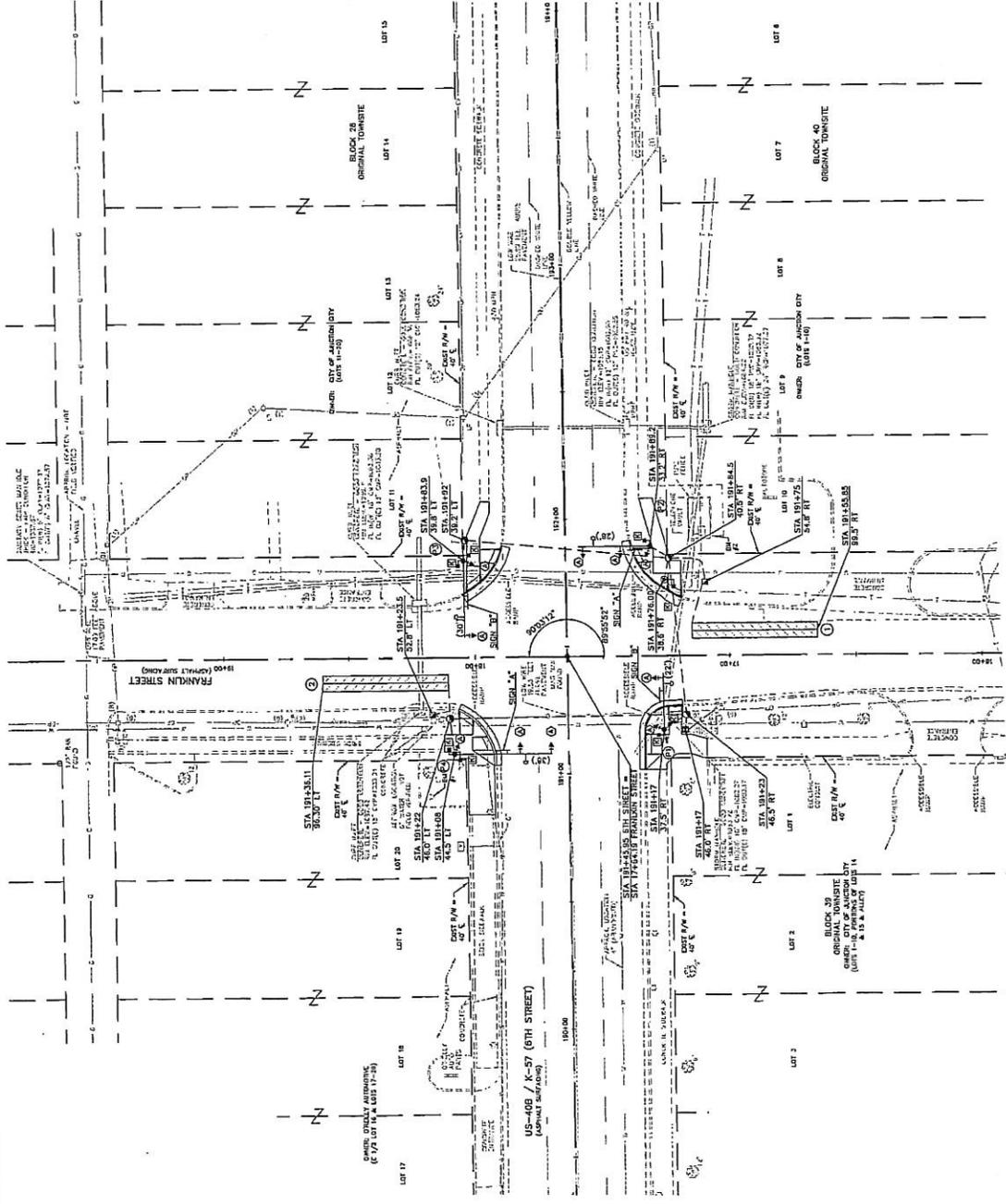
This cost estimate has been prepared using plan quantities from Field Check Plans on the project. Unit Prices have been estimated from historical construction cost data on similar projects in this area. Costs may vary at the time of bidding due to inflation and contractors' workloads at the time of construction. Plan quantities may vary at the time of bidding as refinements are made during the remainder of the design process.

Item No.	Item	Estimated Quantity	Unit	Unit Cost	Total Cost
1.	Mobilization	1	L.S.	\$8,000.00	\$ 8,000.00
2.	Traffic Signal Installation	1	L.S.	\$177,700.00	\$ 177,700.00
3.	Wireless Interconnect	1	L.S.	\$4,000.00	\$ 4,000.00
4.	Preemption Detection System	1	L.S.	\$8,500.00	\$ 8,500.00
5.	Pavement Markings	1	L.S.	\$3,000.00	\$ 3,000.00
6.	Signing	1	L.S.	\$4,000.00	\$ 4,000.00
7.	Traffic Control	1	L.S.	\$7,000.00	\$ 7,000.00
8.	Seeding	1	L.S.	\$250.00	\$ 250.00
9.	Curb and Gutter Combined	122	L.F.	\$18.00	\$ 2,196.00
10.	Sidewalk Construction (4") (AE)	93.2	S.Y.	\$30.00	\$ 2,796.00
11.	Sidewalk Ramp (4") (AE)	41.1	S.Y.	\$220.00	\$ 9,042.00
Total Estimated Construction Cost.....					\$ 226,484.00
Additional Expenses					
	Design Engineering			\$ 10,000.00	
	Topographic Survey Update			\$ 2,500.00	
	Construction Inspection (8%)			\$ 18,118.72	
	Contingencies (5%)			\$ 11,324.20	
	Total Additional Expenses			\$ 41,942.92	
Total Estimated Project Cost.....					\$ 268,426.92



LOCATION MAP
6TH AND FRANKLIN SIGNAL
IMPROVEMENTS

STATE	PROJECT NO.	YEAR	SHEET NO.	TOTAL SHEETS
KANSAS	314-227-01	2010	7	40



NOTES:
 1. SERVICE BOX AND CONDUIT RUNS ARE TYPICAL ONLY AND SHOULD BE ADJUSTED DURING INSTALLATION TO ACCOMMODATE THE FIELD CONDITIONS.
 2. THE TRAFFIC SIGNAL SYSTEM SHALL BE COMPLETE AND THE CONTRACTOR SHALL FURNISH AND INSTALL ALL EQUIPMENT NECESSARY FOR THE SATISFACTORY OPERATION OF ELECTRICAL EQUIPMENT.
 3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE OPERATION OF THE TRAFFIC SIGNAL SYSTEM THROUGHOUT THE CONSTRUCTION PERIOD.
 4. DETECTION LOOPS ON FRANKLIN STREET SHALL BE CENTERED IN THE LANE AND ARE LOCATED BY THE STATIONING SHOWN FOR TRAFFIC SIGNAL APPEARANCES ARE OFF OF THE 6TH STREET STATIONING.
 5. ALL CONDUITS UNDER PAVEMENT SHALL BE BORED OR JACKED.

- LEGEND
- ① VEHICLE DETECTION LOOP
 - SERVICE BOX
 - METAL TRAFFIC SIGNAL POLE
 - ⊕ TRAFFIC SIGNAL INDICATOR W/ TYPE INDICATOR
 - ⊕ MAST ARM SUSPENDED TRAFFIC SIGNAL W/ BACKPLATE (LENGTH OF MAST ARM)
 - ⊕ CONTROLLER & CABINET
 - ⊕ STREET NAME SIGN
 - UNDERGROUND CONDUIT
 - ⊕ PREEMPTION DETECTOR
 - ⊕ JUNCTION BOX
 - ⊕ ALUMINUM TRAFFIC SIGNAL
 - ⊕ PREGRADE SIGNAL & FOUNDATION

KANSAS DEPARTMENT OF TRANSPORTATION
 TRAFFIC SIGNAL PLAN
 STA 189+52.73 TO STA 192+94.66

Plotted By: KVE	Sld. Base File:
Plot File: 45334531SP	Server File:
Plot Date: 5-3-10	Server: 117

Backup material for agenda item:

- f. Consideration and Approval of KDOT 2015 KLINK (Washington Street Resurfacing) Inter-governmental Agreement

City of Junction City

City Commission

Agenda Memo

February 3, 2015

From: Gregory S. McCaffery, Director of Municipal Services
To: Allen Dinkel, City Manager and City Commissioner
Subject: **Agreement between Kansas Department of Transportation and the City of Junction City - KLINK Improvements – Washington from Chestnut to 6th Street and 6th Street from Washington to Franklin**

Objective: The consideration and approval of an Agreement between Kansas Department of Transportation and the City of Junction for a KLINK Improvements – Washington from Chestnut to 6th Street and 6th Street from Washington to Franklin

Explanation of Issue: The City in 2012 indicated the intent to aggressively pursue and seek out various transportation funding options in order to assist in the City's aging street network. In 2013 the City staff submitted a grant application for a KLINK Improvements Project (KLINK) through the Kansas Department of Transportation (KDOT) along Washington from Chestnut to 6th Street and 6th Street from Washington to Franklin.

The KLINK program administered by KDOT allows for local communities to complete pavement improvements, primarily pavement overlay improvements, along State transportation local routes within their community. This program is based on community population and a participation ratio. Junction City's ratio is for a 50% local and 50% State match, up to a \$200,000 State match.

The project has overall estimated costs of approximately \$372,000, and has been awarded a State match of \$200,000 for the construction and construction engineering portion. The City's local match, estimated at \$172,000, would be through the City's Special Highway Fund. It is anticipated KAW Valley Engineering would complete design engineering and construction observation for the project. The project will involve 2" asphalt milling, a new 2" asphalt bituminous overlay, minor curb & gutter improvements, and signage & striping. It is anticipated this project would be constructed this summer 2015. Also, City staff has submitted, and the City has been notified that an award of a KLINK project from KDOT for the asphalt resurfacing of Washington from the round-about (at Goldenbelt) to Chestnut for the 2016 call for projects. This KDOT agreement will be forthcoming in the later part of 2015 for the City Commission's consideration for this segment.

The City attorney has review and approved to form the agreement, therefore City staff is recommending City Commission concurrence.

Budget Impact: The City would receive upwards of \$200,000 towards the construction and construction engineering costs of the project from KDOT through a project reimbursement process. The City local match, approximately \$172,000 would be funded through the Special Highway Fund.

Alternatives: The City Commission may approve, modify, table or deny the agreement request, as presented,

Recommendation: Staff recommends approval of the agreement, as presented

Suggested Motion: Commissioner _____, move to approve the entering into an agreement for the KLINK Improvements along Washington from Chestnut to 6th Street and 6th Street from Washington to Franklin, between the Kansas Department of Transportation and the City, as presented.

Enclosures: Kansas Department of Transportation Agreement KLINK Improvements –
Washington from Chestnut to 6th Street and 6th Street
from Washington to Franklin
Preliminary Costs Estimate and project location maps

PROJECT NO. 40B-31 U-0184-01
KLINK RESURFACING PROJECT
CMS CONTRACT NO. _____
CITY OF JUNCTION CITY, KANSAS

AGREEMENT

This Agreement is between **MICHAEL S. KING, Secretary of Transportation**, Kansas Department of Transportation (KDOT) (the “Secretary”) and the **City of Junction City, Kansas** (“City”), **collectively**, the “Parties.”

RECITALS:

- A. The City has applied for and the Secretary has approved a KLINK Resurfacing Project.
- B. The Secretary and the City are empowered by the laws of Kansas to enter into agreements for the construction and maintenance of city connecting links of the State Highway System through the City.
- C. The City desires to construct a street resurfacing Project on US-40B, a city connecting link for the State Highway System, in the City.
- D. The Secretary desires to enter into an Agreement with the City to participate in the cost of the Project by use of State Highway funds.

NOW, THEREFORE, the Parties agree as follows:

ARTICLE I

DEFINITIONS:

As used in this Agreement, the capitalized terms below have the following meanings:

1. **City Connecting Link** - a route inside the city limits of a city which: (1) connects a state highway through a city; (2) connects a state highway to a city connecting link of another state highway; (3) is a state highway which terminates within such city; (4) connects a state highway with a road or highway under the jurisdiction of the Kansas Turnpike Authority; or (5) begins and ends within a city’s limits and is designated as part of the national system of Interstate and defense highways.

2. **KLINK Resurfacing Program** - a city connecting link (KLINK) resurfacing program that is a part of the KDOT Local Partnership Program with cities and counties. The state’s participation in the cost of construction and construction engineering will be seventy-five percent (75%) for cities with a population of less than 10,000 or fifty percent (50%) for cities with a population of 10,000 or greater, up to a maximum of \$200,000.00 per fiscal year of state funds. The KLINK Resurfacing Program is for contract maintenance only.

3. **Project** - mill and overlay, reconstruction, minor patching, joint repair, slurry seal, microsurfacing, and any other pre-approved resurfacing methods for the KLINK Resurfacing Program for US-40B, from Ash Street to Franklin Street, in Junction City, Kansas.

4. **Eligible/Participating Bid Items** - all bid items that pertain to Project resurfacing and striping along the connecting link only. Items eligible for KLINK funding include manhole adjustments, milling, overlays, aggregate or paved shoulders (if already existing), concrete pavement, thin bonded concrete overlays, joint repair, slurry seals, bituminous seals, ultra thin bonded overlay, concrete and asphalt pavement patching, subgrade improvement, reconstruction, traffic control, transporting of salvageable material (millings), striping, traffic signal loops on the state highway and that portion of the traffic signal loops that lie inside the return on side streets, and pavement marking on the connecting link. Video-detection systems are participating, except on side streets; however, such systems will require pre-approval, as well as additional details, and a bill of materials to be included in the final design plans. Resurfacing work is participating out to the curb returns on side streets.

5. **Non-Eligible/Non-Participating Bid Items** - items typically non-eligible for KLINK funding include but are not limited to: bridge deck patching, utility adjustments, curb and gutter, overlay of curb and gutter, adjustment or reestablishment of survey markers, drainage appurtenances, driveways, entrances, sidewalks, sidewalk ramps, construction warranties, traffic loop construction outside the return on a side street, video detection on side streets, and construction outside of the curb and gutter. Work performed outside the Project limits on side streets, or outside the city limits is non-eligible for state participation, items with unit price changes from the let price (other than items with price adjustment specification in the bid documents) and any other items deemed non-eligible by the Secretary.

6. **Fiscal Year (FY)** - the state's fiscal year begins July 1 and ends on June 30 of the following calendar year.

ARTICLE II

SECRETARY RESPONSIBILITIES:

1. **Reimbursement of Project Costs.** The Secretary agrees to reimburse the City fifty percent (50%) of the total actual costs of construction (which includes the costs of all construction contingency items) and construction engineering, but not to exceed \$200,000.00, as the Secretary's total share of the cost to construct the Project. The Secretary shall not be responsible for the total actual costs of construction (which includes the costs of all construction contingency items) and construction engineering that exceed \$400,000.00. The Secretary shall not be responsible for the total actual costs of preliminary engineering, utility adjustments, or items not participating in the KLINK Resurfacing Program.

2. **Reimbursement Payments.** The Secretary will make such payment to the City as soon as reasonably possible after construction of the Project is completed, after receipt of proper billing, and attestation by a licensed professional engineer employed by the City that the Project was constructed within substantial compliance of the final design plans and specifications.

ARTICLE III

CITY RESPONSIBILITIES:

1. **Limited Scope.** The Project is limited to roadway resurfacing along the Project location. The Project roadway resurfacing may include all eligible items as defined above. Roadway resurfacing does not include such non-eligible items as defined above and any other items deemed non-eligible by the Secretary. The City will be responsible for construction of any traffic signal and/or sidewalk improvements that are necessary to comply with the American Disabilities Act of 1990 (ADA) and its implementing regulations at 28 C.F.R. Part 35, regardless of whether such improvements are deemed non-eligible/non-participating bid items by the Secretary for reimbursement purposes.

2. **Secretary Authorization.** The Secretary is authorized by the City to take such steps as are deemed by the Secretary to be necessary or advisable for the purpose of securing the benefits of the current KLINK Resurfacing Program for this Project.

3. **General Indemnification.** To the extent permitted by law and subject to the maximum liability provisions of the Kansas Tort Claims Act, the City will defend, indemnify, hold harmless, and save the Secretary and the Secretary's authorized representatives from any and all costs, liabilities, expenses, suits, judgments, damages to persons or property or claims of any nature whatsoever arising out of or in connection with the provisions or performance of this Agreement by the City, the City's employees, agents, or subcontractors. The City shall not be required to defend, indemnify, hold harmless, and save the Secretary for negligent acts or omissions of the Secretary or the Secretary's authorized representatives or employees.

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

5. **Design, Letting, and Administration.** The City will prepare or contract to have prepared, the design plans, specifications, and cost estimate (PS&E) for the Project, let the contract, and award the contract to the lowest responsible bidder. The City agrees to construct or have constructed the Project in accordance with the final design plans and specifications; inspect or have inspected the construction; administer the Project; and make the payments due the contractor, including the portion of cost borne by the Secretary. The City shall design the Project or contract to have the Project designed in conformity with the current version of Section 16.0 City Connecting Links (KLINK) Resurfacing Program of the LPA Project Development Manual.

6. **Responsibility for Adequacy of Design.** The City and any consultant retained by the City shall have the sole responsibility for the adequacy and accuracy of the design plans, specifications, and estimates. Any review of these items that may be performed by the Secretary or the Secretary's representatives is not intended to and shall not be construed to be an undertaking of the City's and its consultant's duty to provide adequate and accurate design plans, specifications, and estimates. Such reviews are not done for the benefit of the consultant, the construction contractor, the City, or other political subdivision, nor the traveling public. The Secretary makes no representation,

expressed or implied warranty to any person or entity concerning the adequacy or accuracy of the design plans, specifications, and estimates or any other work performed by the consultant or the City.

7. **Design Schedule and Submission to Secretary.** The City will follow a schedule for design and development of plans that will allow the Project to be let to contract in the programmed fiscal year; otherwise, the City agrees the Secretary has the right to withdraw the Secretary's participation in the Project. If the City's Project preliminary plans, specifications, and a cost estimate (PPS&E) are submitted to KDOT's Bureau of Local Projects later than May 1 of the programmed fiscal year, at the Secretary's discretion, the Project may be moved into a future fiscal year.

8. **Movement of Utilities.** The City will move or adjust, or cause to be moved or adjusted, and will be responsible for such removal or adjustment of all existing structures, pole lines, pipelines, meters, and other utilities, publicly or privately owned, which may be necessary for construction of the Project in accordance with the final design plans. The expense of the removal or adjustment of the utilities and encroachments located on public right of way or easement shall be borne by the owner or the City.

9. **Future Encroachments.** The City will prohibit future erection, installation or construction of encroachments either on or above the right of way, and it will not in the future permit the erection of fuel dispensing pumps upon the right of way of the connecting link. The City further agrees it will require any fuel dispensing pumps erected, moved or installed along the connecting link be placed a distance from the right of way line no less than the distance permitted by the National Fire Code.

10. **Legal Authority.** The City will adopt all necessary ordinances and/or resolutions and take such administrative or legal steps as may be required to give full effect to the terms of this Agreement.

11. **Temporary Traffic Control.** The City shall provide a temporary traffic control plan within the design plans, which includes the City's plan for handling multi-modal traffic during construction, including detour routes and road closings, if necessary, and installation of alternate or temporary pedestrian accessible paths to pedestrian facilities in the public Right of Way within the Project Limits. The City's temporary traffic control plan must be in conformity with the latest version of the Manual on Uniform Traffic Control Devices (MUTCD), as adopted by the Secretary, and be in compliance with the American Disabilities Act of 1990 (ADA) and its implementing regulations at 28 C.F.R. Part 35, and FHWA rules, regulations, and guidance pertaining to the same.

12. **Permanent Traffic Control.** The City shall conform the location, form and character of informational, regulatory and warning signs, of traffic signals and of curb and pavement or other markings installed or placed by a public authority, or other agency as authorized by K.S.A. 8-2005, shall conform to the manual and specifications adopted under K.S.A. 8-2003, and any amendments thereto are incorporated by reference, and shall be subject to the approval of the Secretary.

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

14. **Final Design Plans.** The final design plans will depict the entire Project location. The eligible/participating bid items must be shown separated and listed apart from the non-eligible/non-

participating bid items on the final design plans, bid documents, and on the detailed billing provided by the City. The City shall have the final design plans signed and sealed by a licensed professional engineer. The City will furnish to KDOT's Bureau of Local Projects an electronic set of final design plans and specifications. The City further agrees the specifications will require the contractor to provide a performance bond in a sum not less than the amount of the contract as awarded.

15. Program Administration. In addition to complying with all requirements contained in Section 16.0 City Connecting Links (KLINK) Resurfacing Program of the LPA Project Development Manual:

(a) The City acknowledges that funding for the Project may be cancelled if the City proceeds to advertise, let, or award a contract for the Project, prior to receipt of notification from KDOT's Bureau of Local Projects of its completion of the final review of the plans, specifications, and estimates (PS&E).

(b) The City acknowledges that funding for the Project may be cancelled if the City awards the contract for the Project prior to its receipt of an "Authority to Award" notification from KDOT's Bureau of Local Projects.

(c) The City will provide to KDOT's Bureau of Local Projects an electronic copy of the executed contract, the completed tax exemption form (PR-76 or PR-74a) and the City's Notice of Award.

(d) After the contract for the Project is awarded, the City will promptly notify both the Project Manager of KDOT's Bureau of Local Projects and the KDOT Area Engineer to communicate the date the contractor is anticipated to begin work on the Project.

(e) The City acknowledges that any costs for work completed prior to receipt of a Notice of Actual Start Date from the KDOT Area Engineer are ineligible for participation in the Program, will be deemed non-participating costs, and shall be the responsibility of the City.

16. Discrimination Laws. The City will: (a) comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 *et seq.*) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 *et seq.*) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 *et seq.*)(ADA) and not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; and (d) include those provisions in (a) through (c) in every contract, subcontract or purchase order so they are binding upon such contractor, subcontractor or vendor. If the City fails to comply with any applicable requirements of (a) through (d) above or if the City is found guilty of any violation by federal or state agencies having enforcement jurisdiction for those Acts, such violation will constitute a breach of this Agreement. If the Secretary determines the City has violated applicable provisions of the ADA, the violation will constitute a breach of this Agreement. If any violation under this paragraph occurs, this Agreement may be cancelled, terminated or suspended in whole or in part.

17. Prevailing Wages. The City will require the contractor to pay prevailing wages. The City will incorporate into the construction contract the current general wage decision for the county in

which the Project is being constructed. The City can obtain the current wage decision from the KDOT Bureau of Construction and Materials website.

18. **Inspections.** The City will provide the construction engineering/inspection necessary to determine substantial compliance with the final design plans, specifications, and this Agreement. The City will require at a minimum all personnel, whether City or consultant to comply with the high visibility apparel requirements of the *KDOT Safety Manual*, Chapter 4, Section 8 Fluorescent Vests. If the City executes an agreement for inspection, the agreement must contain this requirement as a minimum. The City may set additional clothing requirements for adequate visibility of personnel.

19. **Corrective Work.** Representatives of the Secretary may make periodic inspection of the Project and the records of the City as may be deemed necessary or desirable. The City will direct or cause its contractor to accomplish any corrective action or work required by the Secretary's representative as needed for a determination of the funding participation in the KLINK Resurfacing Program. The Secretary does not undertake (for the benefit of the City, the contractor, the consultant, or any third party) the duty to perform day-to-day detailed inspection of the Project or to catch the contractor's errors, omissions or deviations from the final design plans and specifications.

20. **Attestation.** Upon completion of the Project the City shall have a licensed professional engineer employed by the City attest in an email to the KDOT Area Engineer and the Project Manager for KDOT's Bureau of Local Projects, that the Project was completed in substantial compliance with the final design plans and specifications.

21. **Final Acceptance.** Prior to issuing final payment to the contractor, the City must obtain final acceptance of the Project from the KDOT Area Engineer.

22. **Accounting.** Upon request by the Secretary, the City will provide the Secretary an accounting of all actual non-participating costs which are paid directly by the City to any party outside of KDOT and costs incurred by the City not to be reimbursed by KDOT for preliminary engineering, utility adjustments, or any other major expense associated with the Project. This will enable the Secretary to report all costs of the Project to the legislature.

23. **Reimbursement Request.** The City will request payment from the Secretary after the City has paid the contractor in full, and a licensed professional engineer has attested in writing the Project has been completed in conformance with the plans and specifications.

24. **Audit.** The City will participate and cooperate with the Secretary in an annual audit of the Project. The City shall make its records and books available to representatives of the Secretary for audit for a period of five (5) years after date of final payment under this Agreement. If any such audits reveal payments have been made with state funds by the City for items considered non-participating, the City shall promptly reimburse the Secretary for such items upon notification by the Secretary.

ARTICLE IV

GENERAL PROVISIONS:

1. **Existing Right of Way.** The Project will be constructed within the limits of the existing right of way.

2. **Incorporation of Final Plans.** The final design plans and specifications are by this reference made a part of this Agreement.

3. **Compliance with Federal and State Laws.** The Parties agree to comply with all appropriate state and federal laws and regulations applicable to this Project.

4. **Project Modification.** Any of the following Project changes require the City to send a formal notice to the Secretary for approval:

- a. Fiscal year the Project is to be let
- b. Project length
- c. Project location
- d. Project scope

Items b, c, and d require an attached map to scale.

It is further mutually agreed during construction, the City shall notify the Secretary of any changes in the plans and specifications.

5. **Civil Rights Act.** The “Special Attachment No. 1,” pertaining to the implementation of the Civil Rights Act of 1964, is attached and made a part of this Agreement.

6. **Contractual Provisions.** The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 06-12), which is attached hereto, are hereby incorporated in this contract and made a part hereof.

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

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

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

10. **Headings.** The captions of the various articles and sections of this Agreement are for convenience and ease of reference only, and do not alter the terms and conditions of any part or parts of this Agreement.

11. **Effective Date.** This Agreement will become effective as of the date signed by the Secretary or designee.

The signature page immediately follows this paragraph.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed by their duly authorized officers.

ATTEST:

THE CITY OF JUNCTION CITY, KANSAS

CITY CLERK (Date)

MAYOR

(SEAL)

Kansas Department of Transportation
Michael S. King, Secretary of Transportation

By: _____
Jerome T. Younger, P.E. (Date)
Deputy Secretary and
State Transportation Engineer

KANSAS DEPARTMENT OF TRANSPORTATION

Special Attachment
To Contracts or Agreements Entered Into
By the Secretary of Transportation of the State of Kansas

NOTE: Whenever this Special Attachment conflicts with provisions of the Document to which it is attached, this Special Attachment shall govern.

THE CIVIL RIGHTS ACT OF 1964, and any amendments thereto,
REHABILITATION ACT OF 1973, and any amendments thereto,
AMERICANS WITH DISABILITIES ACT OF 1990, and any amendments thereto,
AGE DISCRIMINATION ACT OF 1975, and any amendments thereto,
EXECUTIVE ORDER 12898, FEDERAL ACTIONS TO ADDRESS ENVIRONMENTAL JUSTICE IN MINORITY
POPULATIONS AND LOW INCOME POPULATIONS 1994, and any amendments thereto,
49 C.F.R. Part 26.1 (DBE Program), and any amendments thereto

NOTIFICATION

The Secretary of Transportation for the State of Kansas, in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964 (78 Stat. 252), §504 of the Rehabilitation Act of 1973 (87 Stat. 355) and the Americans with Disabilities Act of 1990 (42 USC 12101), the Age Discrimination Act of 1975 (42 USC 6101), the regulations of the U.S. Department of Transportation (49 C.F.R., Part 21, 23, and 27), issued pursuant to such Act, Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low Income Populations (1994), and the DBE Program (49 C.F.R., Part 26.1), hereby notifies all contracting parties that, the contracting parties will affirmatively ensure that this contract will be implemented without discrimination on the grounds of race, religion, color, gender, age, disability, national origin, or minority populations and low income populations as more specifically set out in the following "Nondiscrimination Clauses".

CLARIFICATION

Where the term "Consultant" appears in the following "Nondiscrimination Clauses", the term "Consultant" is understood to include all parties to contracts or agreements with the Secretary of Transportation of the State of Kansas.

Nondiscrimination Clauses

During the performance of this contract, the Consultant, or the Consultant's assignees and successors in interest (hereinafter referred to as the "Consultant"), agrees as follows:

- 1) Compliance with regulations: The Consultant will comply with the regulations of the U.S. Department of Transportation relating to nondiscrimination in its federally-assisted programs and codified at Title 49, Code of Federal Regulations, Parts 21, 23 and 27, (hereinafter referred to as the "Regulations"). The Regulations are herein incorporated by reference and made a part of this contract.
- 2) Nondiscrimination: The Consultant, with regard to the work performed by the Consultant after award and prior to the completion of the contract work, will not discriminate on the grounds of race, religion, color, gender, age, disability, national origin or minority populations and low income populations in the selection and retention of subcontractors, including in the procurements of materials and leases of equipment. The Consultant will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- 3) Solicitations for Subcontractors, including Procurements of Material and Equipment: In all solicitations, either competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract including procurements of materials and equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligation under this contract and the Regulations relative to nondiscrimination on the grounds of race, religion, color, gender, age, disability, national origin or minority populations and low income populations.

- 4) Information and Reports: The Consultant will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and the Secretary of the Transportation of the State of Kansas will be permitted access to the Consultant's books, records, accounts, other sources of information, and facilities as may be determined by the Secretary of Transportation of the State of Kansas to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the Secretary of Transportation of the State of Kansas and shall set forth what efforts it has made to obtain the information.
- 5) Employment: The Consultant will not discriminate against any employee or applicant for employment because of race, religion, color, gender, age, disability, or national origin.
- 6) Sanctions for Noncompliance: In the event of the Consultant's noncompliance with the nondiscrimination provisions of this contract, the Secretary of Transportation of the State of Kansas shall impose such contract sanctions as the Secretary of Transportation of the State of Kansas may determine to be appropriate, including, but not limited to,
 - (a) withholding of payments to the Consultant under the contract until the Consultant complies, and/or
 - (b) cancellation, termination or suspension of the contract, in whole or in part.
- 7) Disadvantaged Business Obligation
 - (a) Disadvantaged Business as defined in the Regulations shall have a level playing field to compete for contracts financed in whole or in part with federal funds under this contract.
 - (b) All necessary and reasonable steps shall be taken in accordance with the Regulations to ensure that Disadvantaged Businesses have equal opportunity to compete for and perform contracts. No person(s) shall be discriminated against on the basis of race, color, gender, or national origin in the award and performance of federally-assisted contracts.
 - (c) The Consultant, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Consultant shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of Federally-assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.
- 8) Executive Order 12898
 - (a) To the extent permitted by existing law, and whenever practical and appropriate, all necessary and reasonable steps shall be taken in accordance with Executive Order 12898 to collect, maintain, and analyze information on the race, color, national origin and income level of persons affected by programs, policies and activities of the Secretary of Transportation of the State of Kansas and use such information in complying with Executive Order 12898.
- 9) Incorporation of Provisions: The Consultant will include the provisions of paragraphs (1) through (8) in every subcontract, including procurements of materials and equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The Consultant will take such action with respect to any subcontract or procurement as the Secretary of Transportation of the State of Kansas may direct as a means of enforcing such provisions including sanctions for noncompliance: PROVIDED, however, that, in the event a Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Consultant may request the State to enter into such litigation to protect the interests of the State.

CONTRACTUAL PROVISIONS ATTACHMENT

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

"The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 06-12), which is attached hereto, are hereby incorporated in this contract and made a part thereof."

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

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

Contractor agrees to comply with all applicable state and federal anti-discrimination laws.

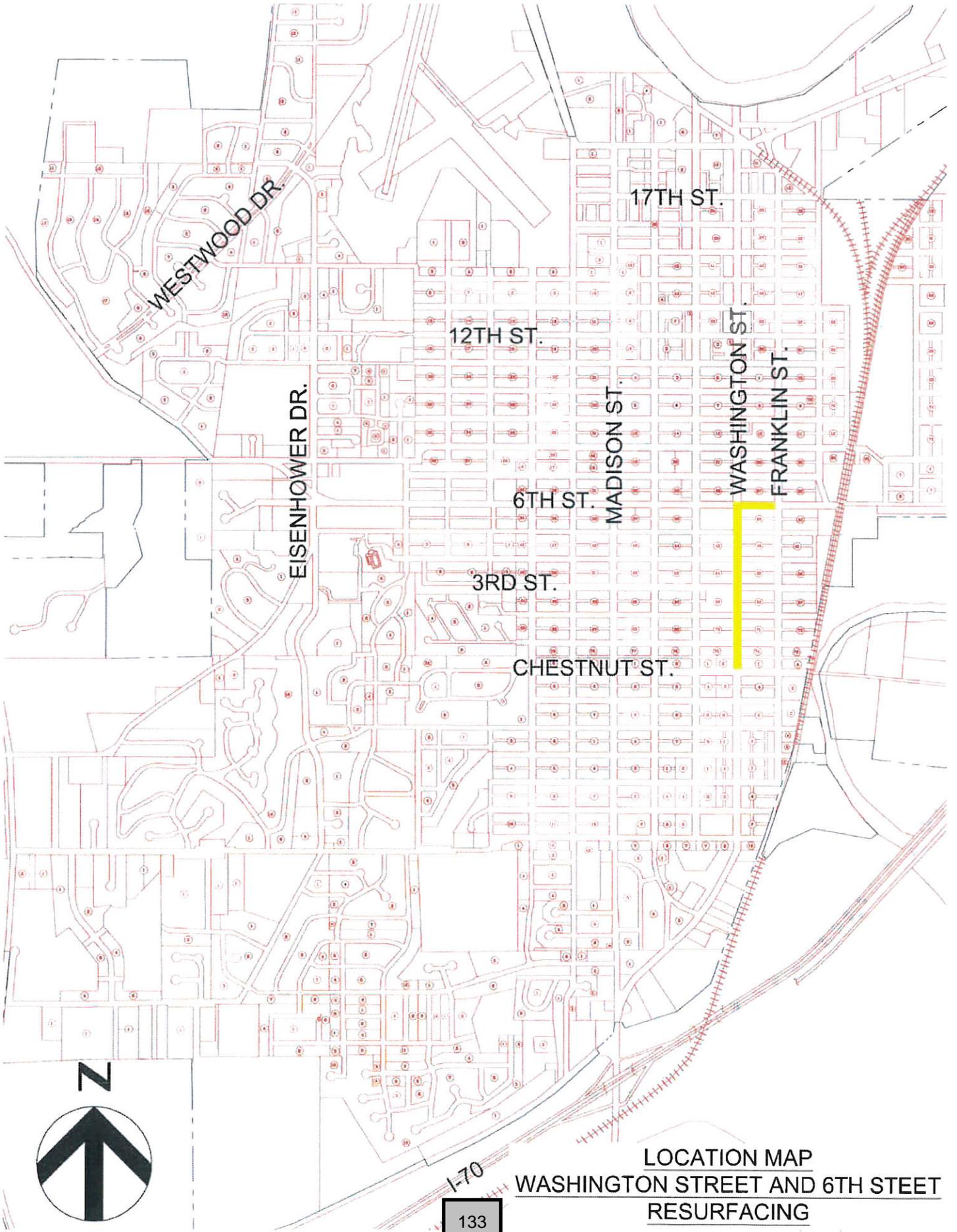
The provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting State agency cumulatively total \$5,000 or less during the fiscal year of such agency.
6. **Acceptance Of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority To Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility For Taxes:** The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.
11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.
12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."
13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.

April 23, 2013

Engineer's Estimate of Probable Construction Cost
 For
KLINK Resurfacing Program FY 2015
Project: Washington Street (US40B) From East Chestnut to 6th Street
then 6th Street to Franklin Street

The estimate of Probable Construction Cost is based on preliminary concept plans using aerial photography. Historical data was used from similar project for unit prices. Quantities were calculated from aerial photography

Item No.	Item	Estimated Quantity	Unit	Unit Cost	Total Cost
1.	Mobilization	1	L.S.	\$5,000.00	\$ 5,000.00
2.	Milling 2" (Mainline)	15,145.00	S.Y.	\$3.00	\$ 45,435.00
3.	Curb & Gutter Repair	500.00	L.F.	\$25.00	\$ 12,500.00
4.	Utility Adjustments	14.00	Ea.	\$1,000.00	\$ 14,000.00
5.	Striping (Pavement Marking)	1.00	L.S.	\$15,000.00	\$ 15,000.00
6.	HMA Commercial Grade Class A	1,647.00	Tons	\$90.00	\$ 148,230.00
7.	Traffic Control	1	L.S.	\$25,000.00	\$ 25,000.00
Total Estimated Construction Cost.....					\$ 265,165.00
 Additional Expenses					
<u>10% Contingencies</u>			\$	26,516.50	
Design Engineering			\$	26,516.50	
City Administration			\$	13,258.25	
Construction Inspection			\$	39,774.75	
Total Additional Expenses			\$	106,066.00	
 Total Estimated Project Cost.....					 <u>\$ 371,231.00</u>



LOCATION MAP
WASHINGTON STREET AND 6TH STREET
RESURFACING

Backup material for agenda item:

- g. Consideration and Approval of a Contract Amendment for Veolia Water Contract Operations for Water and Wastewater Treatment for 2015

City of Junction City City Commission Agenda Memo

February 3, 2015

From: Gregory S. McCaffery, Director of Municipal Services
To: Allen Dinkel, City Manager and City Commissioners
Subject: **Contract Amendment for Veolia Water Contract Operations for the Water and Wastewater Operations for 2015**

Objective: Approval of the Contract Amendment for Veolia Water Contract Operations for the Water and Wastewater Operations for 2015

Explanation of Issue: In June 2012 the City entered into a new contract with Veolia Water for the operations of the City's two wastewater treatment plants (WWTP) and the water treatment plant (WTP). This was as a result of the City assuming back the core public works operations back into the City and consolidating the original contract for services and several contract amendments, which had been developed and approved to over the last 10 years.

The 2012 agreement provided for an annual compensation for water treatment in the amount of \$95,307.67 per month and a repair limit of \$17,438.00 per month. Also annual compensation for the two wastewater treatments was for the amount of \$145,135.00 per month and a repair limit of \$41,412.67, for a total monthly amount of \$240,442.67 plus repair limits. This compensation is provided for within the operations contract under section 6, Compensation. Over the last two years, the City has received a proposed budget and annual fee for services from Veolia in March/ April for the following year. These budgets have been used for inclusion into the City's overall water and wastewater fund budgets, and presented to the City Commission in June of the prior year's budget for consideration. Further, the last two years, the contract adjustments have been administratively approved for the coming year through the City administration. This year, it has been recommended the practice should be to bring forth the recommended contract for service by Veolia Water for the operations of the City's treatment systems for the City Commission's approval. This practice will hence occur in the fall of the prior year, in order to allow the new rate adjustment to take effect beginning January 1st of the budget year. The delay in receiving this request this year, is primarily based on the position of the City administration, change in policy over the last month, in that this adjustment, if any should be approved by the City Commission and not the City administration.

Given the above, Veolia Water has provided a request for compensation of \$106,416.67 for the monthly water treatment and \$162,291.63 for wastewater treatment for 2015. This is a 3.29% and 4.41% for each over last year's monthly rate or an overall monthly rate increase of 3.96% from the 2014 rate. A summary of these and the prior three years costs are provided within the enclosed table, Water and Wastewater Treatment Contract Operations Costs. These costs increase request are primarily as a result of maintaining aged equipment at the three plants, bio-solids disposal costs, lime disposal costs, and the increase in chemical costs. A copy of the itemized budget adjustments for 2015 are provided within the enclosed table, Veolia Water Proposed 2015 Budgetary Adjustment Summary for Treatment Plant Operations.

Per the contract should the City not be able to agree on a contract adjustment, the contract provides for an application through the use of the Consumer Price Index, per Appendix D of the contract. Administratively the City administration has concurred with the Veolia Water costs of operations and has not resulted to this method.

Given the above and the attached City staff recommends approval of the contract adjustments for 2015.

Budget Impact: Funding for this contract adjustment is budgeted within the 2015 Water and Wastewater Fund Budgets.

Alternatives: The City Commission may approve, modify, table or deny the contract budget adjustment with Veolia Water for the 2015 contract operations year.

Recommendation: Staff recommends approval of contract operations rate adjustments, as presented.

Suggested Motion: Commissioner _____ moves to approve the award of the 2015 Veolia Water contract monthly compensation the water treatment in the amount of \$106,416.67 and the wastewater treatment in the amount of \$162,291.67 for a total monthly rate of \$268,708.34, as presented.

Enclosures: Veolia Water Amended and Restated Agreement for Services
(including appendix A-D)
Water and Wastewater Treatment Contract Operations Costs
Veolia Water Proposed 2015 Budgetary Adjustment Summary

AMENDED AND RESTATED AGREEMENT FOR SERVICES

THIS AMENDED AND RESTATED AGREEMENT FOR SERVICES ("AGREEMENT") is entered into this 5th day of June, 2012, by and between the City of Junction City, Kansas, with its principal address at Municipal Building, 700 N. Jefferson, P.O. Box 287, Junction City, KS 66441-0287 (hereinafter "CITY") and Veolia Water North America—Central, LLC, with an address at 184 Shuman Blvd., Suite 450, Naperville, Illinois 60563 (hereinafter "VEOLIA").

WHEREAS, CITY and VEOLIA are parties to that certain Agreement for Operations, Maintenance and Management Services dated November 17th, 1998, as amended by Amendment One dated December 21, 1999, Amendment Two dated November 5, 2002, Amendment Three dated December 27, 2005 and Amendment Four dated April 1, 2008 (collectively, the "Original Agreement"); and

WHEREAS, CITY and VEOLIA desire to amend and restate the terms of the Original Agreement in their entirety in order to, among other things, acknowledge that, effective as of midnight June 23, 2012, the City will assume the services defined in Appendix A as the "Public Works Project," generally consisting of street department related functions, traffic, building maintenance, fleet maintenance, utility department related functions and solid waste collection; and

WHEREAS, from and after June 23, 2012, the services to be provided by VEOLIA to the CITY will be those defined in Appendix A as the "Water and Wastewater Project."

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. General
 - 1.1 Definitions of words and phrases used in this Agreement and the attachments are contained in Appendix A.
 - 1.2 All land, buildings, facilities, easements, licenses, rights-of-way, equipment and vehicles presently or hereinafter acquired or owned by CITY shall remain the exclusive property of CITY unless specifically provided for otherwise in this Agreement.
 - 1.3 This Agreement shall be governed by and interpreted in accordance with the laws of the State of Kansas.
 - 1.4 This Agreement shall be binding upon the successors and assigns of each of the parties, but neither party shall assign this Agreement without the prior written consent of the other party. Consent shall not be unreasonably withheld.
 - 1.5 All notices shall be in writing and transmitted to the party's address stated above. Notice may be provided by (a) overnight courier mail service (i.e. Federal Express

Execution

or United Parcel Service), (b) certified or registered United States Mail, return receipt requested, or (c) personal delivery. Notice will be deemed given when actually delivered.

- 1.6 This Agreement, including Appendices, is the entire Agreement between the parties. This Agreement may be modified only by written agreement signed by both parties. Wherever used, the terms "VEOLIA" and "CITY" shall include the respective officers, agents, directors, elected or appointed officials and employees and, where appropriate, subcontractors or anyone acting on their behalf.
- 1.7 If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.
- 1.8 It is understood that the relationship of VEOLIA to CITY is that of independent contractor. The services provided under this Agreement are of a professional nature and shall be performed in accordance with good and accepted industry practices for contract operators similarly situated. However, such services shall not be considered engineering services and nothing herein is intended to imply that VEOLIA is to supply professional engineering services to CITY unless specifically stated in this Agreement to the contrary.
- 1.9 If any litigation is necessary to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees which are directly attributed to such litigation in addition to any other relief to which it may be entitled.
- 1.10 Nothing in this Agreement shall be construed to create in any third party or in favor of any third party any right(s), license(s), power(s) or privilege(s).
- 1.11 Prior to the commencement of work under this Agreement, each party shall designate in writing an employee or other representative of the designating party who shall have full authority to approve changes in the Scope of Work and compensation therefore, execute written Change Orders reflecting such changes, render decisions promptly, and furnish information expeditiously to the other party when necessary.
- 1.12 The CITY and VEOLIA acknowledge and agree that each party has had an opportunity to negotiate and modify the terms and conditions of the Agreement and that the standard rule of interpreting contract ambiguities against the drafter shall not be applicable to this Agreement.

2. VEOLIA's Services - General

- 2.1 VEOLIA will staff the Water and Wastewater Project with employees who have met appropriate licensing and certification requirements of the State of Kansas.

Execution

- 2.2 VEOLIA shall provide ongoing training and education for appropriate personnel in all necessary areas of modern water and/or wastewater process control, operations, maintenance, safety, and supervisory skills.
- 2.3 VEOLIA shall maintain and utilize the existing computerized programs for maintenance, process control, cost accounting, and laboratory Quality Assurance/Quality Control.
- 2.4 VEOLIA shall be responsible for maintaining all manufacturers' warranties on new equipment purchased by CITY and assist CITY in enforcing existing equipment warranties and guarantees. VEOLIA shall provide the CITY with full documentation that preventive maintenance is being performed on all the CITY owned equipment, with such maintenance in accordance with manufacturers recommendations during the term of the warranty, and at all other times at intervals and in sufficient detail as may be determined by Prudent Industry Practices and acceptable to the CITY. Such a maintenance program must include documentation of corrective and preventive maintenance and a spare parts inventory.
- 2.5 VEOLIA shall maintain an annual preventative maintenance schedule which shall outline the routine maintenance schedule with man-hours and tasks broken down by process and major equipment at each facility. This maintenance schedule maybe via a maintenance management system approved by the City, however in any event this schedule shall be provide to the City in an electronic date form on a monthly basis. Further, upon request by the City VEOLIA shall provide the City copies of the completed, and/ or in-process of, preventive maintenance schedule for equipment which is owned and being operated as part of the facility.
- 2.6 Visits may be made at a reasonable time by CITY's employees so designated by CITY's representative. Keys for the Water and Wastewater Project shall be provided to CITY by VEOLIA for such visits. All visitors to the Water and Wastewater Project shall comply with VEOLIA's operating and safety procedures.
- 2.7 VEOLIA will implement and maintain an employee safety program in compliance with applicable laws, rules and regulations and make recommendations to CITY regarding the need, if any, for CITY to rehabilitate, expand or modify the Water and Wastewater Project to comply with governmental safety regulations applicable to VEOLIA's operations hereunder and federal regulations promulgated pursuant to the Americans With Disability Act ("ADA"). Nothing herein shall be construed to place upon VEOLIA a duty to find and report violations of either the safety laws or the ADA at the Facility.
- 2.8 VEOLIA may modify the process and/or facilities to achieve the objectives of this Agreement and charge the Costs to the Maintenance and Repair Limit; provided, however, no modification shall be without CITY's prior written approval if the

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complete modification Cost shall be in excess of Two Thousand Dollars (\$2,000.00).

- 2.9 In any emergency affecting the safety of persons or property, VEOLIA may act without written amendment or change order, at VEOLIA's discretion, to prevent threatened damage, injury or loss. VEOLIA shall be compensated by CITY for any such emergency work notwithstanding the lack of a written amendment. Such compensation shall include VEOLIA's Costs for the emergency work plus a reasonable mark-up for overhead and profit. Nothing contained in this Section shall impose upon VEOLIA a duty to perform any emergency work absent a change order and failure to perform any such emergency work shall not impose upon VEOLIA any liability for errors and omissions.
- 2.10 As required by law, permit or court order, VEOLIA will prepare plant performance reports and submit them to CITY for signature and transmittal to appropriate authorities.
- 2.11 VEOLIA will provide laboratory testing and sampling presently required by plant performance portions of the NPDES permit, the Clean Water Act, the Safe Drinking Water Act, and/or any federal, state or local rules and regulations, statutes or ordinances, permit or license requirements or judicial and regulatory orders and decrees.
- 2.12 Upon request of CITY or as it shall deem necessary, VEOLIA will provide a listing of recommended capital improvements required for the Water and Wastewater Project. VEOLIA will not be relieved of its responsibility to perform if the recommendations are not implemented; provided, however, the failure to meet effluent requirements (or other damage or injury) resulting from the failure to make recommended capital improvements necessary to meet federal, state or local laws, rules or regulations for the safety of persons in or about the facilities and to meet ADA requirements shall not be optional for the CITY. If approved, the CITY will make arrangements for the design and construction of said improvements.

3. VEOLIA's Scope of Services - Wastewater

- 3.1 This Article shall apply to services provided by VEOLIA to manage, operate and maintain ("M,O&M Services") the CITY's wastewater treatment system.
- 3.2 Within the design capacity and capabilities of the Wastewater Treatment Plant(s) described in Appendix B, VEOLIA will provide M,O&M Services to the Plant(s) so that effluent discharged from the Plant's outfalls meets the requirements specified in Appendix C-1.
- 3.3 Subject to the availability of funds within the Chemical, Solids, Maintenance Repair Limit, VEOLIA will provide for all Chemicals and Solids, and perform all Maintenance and Repairs for the Wastewater portion of the Water and Wastewater Project, and submit a monthly accounting to CITY, along with a

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detailed invoice, if Chemical, Solids, Maintenance and Repair expenditures for the Water and Wastewater Project exceed the Chemical, Solids, Maintenance and Repair Limit specified in Section 6.1.

3.4 VEOLIA will pay all Costs incurred in normal Wastewater operations and biosolids disposal.

4. VEOLIA' Scope of Services - Water

4.1 This Article shall apply to VEOLIA's M,O&M Services for the CITY's drinking water treatment, water storage and booster pump station systems.

4.2 Within the design capacity and capabilities of the Water Treatment Plant(s) described in Appendix B, VEOLIA will manage, operate and maintain the Plant(s) so that water produced from the Plant(s) meets the requirements specified in Appendix C-2.

4.3 VEOLIA will manage, operate and maintain the elevated water tower(s), reservoirs and booster pump station so that the use of said facilities are operated and maintained in accordance with Prudent Industry Practices for the water distribution system.

4.4 Subject to the availability of funds within the Chemical, Solids, Repair and Maintenance Limit, VEOLIA will perform for all Chemicals and Solids and perform all maintenance Repairs for the Water portion of the Water and Wastewater Project, and submit a monthly accounting to CITY, along with a detailed invoice, if Chemical, Solids, Maintenance and Repair expenditures exceed the Chemical, Solids, Maintenance and Repair Limits specified in Section 6.1.

4.5 VEOLIA will pay all Costs incurred in normal Water operations.

5. City's Duties

5.1 The CITY shall fund all necessary Capital Expenditures. Priority shall be given to safety and the ADA related expenses described in Section 2.7. Any loss, damage, or injury resulting from CITY's failure to provide capital improvements and/or funds in excess of the Maintenance and Repair Limit when reasonably requested by VEOLIA shall be the sole responsibility of CITY.

5.2 The CITY shall keep in force all Water and Wastewater Project warranties, guarantees, easements and licenses that have been granted to CITY and are not transferred to VEOLIA under this Agreement.

5.3 The CITY shall pay all sales, excise, *ad valorem*, property, franchise, occupational and disposal taxes, or other taxes associated with the Water and Wastewater Project other than taxes imposed upon VEOLIA's net income and/or payroll taxes for VEOLIA employees.

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In the event VEOLIA is required to pay any sales tax or use taxes on the value of the services provided by VEOLIA hereunder or the services provided by any subcontractor of VEOLIA, such payments shall be reimbursed by the CITY unless the CITY furnishes a valid and properly executed exemption certificate relieving the CITY and VEOLIA of the obligation for such taxes. In the event the CITY furnishes an exemption certificate which is invalid or not applicable to services by VEOLIA, the CITY shall indemnify VEOLIA for any taxes, interest, penalties, and increment costs, expenses or fees which it may incur as a result of VEOLIA's reliance on such certificate.

- 5.4 The CITY shall provide VEOLIA, within a reasonable time after request and on an "as available" basis, with the temporary use of any piece of CITY's heavy equipment that is available so that VEOLIA may discharge its obligations under this Agreement in the most cost-effective manner. The un-availability of the City's equipment will not excuse VEOLIA from performing the M,O&M services.
- 5.5 CITY shall provide all registrations and licenses for CITY's vehicles, if any, used in connection with the Water and Wastewater Project.
- 5.6 CITY shall provide for VEOLIA's exclusive use of any vehicles and equipment presently in full-time use at the Water and Wastewater Project, and will provide for VEOLIA's use on an as-needed basis of other CITY equipment such as vactor or jet trucks. VEOLIA's use will be subject to CITY scheduling and related needs. The un-availability of the City's equipment will not excuse VEOLIA from performing the M,O&M services.
- 5.7 CITY shall provide the Water and Wastewater Project with appropriate security personnel and/or devices to protect against any losses resulting from the theft, damage, or unauthorized use of property owned by CITY and shall accept liability for such losses except to the extent such losses are directly caused by the negligent acts or omissions of VEOLIA.
- 5.8 CITY shall provide mowing and trimming for the Water Plant, water wells, water reservoirs, water booster station, East Wastewater Plant and Southwest Wastewater Plant.

6. Compensation

- 6.1 Water Treatment: \$95,307.67 per month which includes a Chemicals, Solids, Maintenance and Repair Limit of \$17,438.00 per month.
- 6.2 Wastewater Treatment: \$145,135.00 per month which includes a Chemicals, Solids Maintenance and Repair Limit of \$41,412.67 per month.

The total Annual Fee amount for the calendar year 2012 shall be at the rate of \$240,442.67 per month or part thereof, with taxes and adjustments as specified hereafter to be included on each monthly invoice. The Chemicals, Solids,

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Maintenance and Repair Limit included in the Annual Fee is \$58,850.67 per month.

Veolia agrees to increase the comprehensive general liability insurance coverage from \$5,000,000 to \$7,500,000 on the effective date, at an additional cost of \$1,000 per month.

VEOLIA will provide the City a proposed budget and Annual Fee, including separate Chemicals, Solids Maintenance and Repair Limits for Water Treatment and Wastewater Treatment, for the 2013 calendar year on or about June 1, 2012. Thereafter, VEOLIA will provide the City a proposed budget and Annual Fee, including separate Chemicals, Solids Maintenance and Repair Limits for Water Treatment and Wastewater Treatment, for the following calendar year on or before May 15.

- 6.3 The Annual Fee shall be negotiated each year prior to the anniversary of this Agreement's commencement date, with negotiations starting not later than April 15 and with a goal of agreement by May 31. Should CITY and VEOLIA fail to agree, the Annual Fee will be determined by the application of the procedures in Appendix D. The Chemical, Solids, Maintenance and Repair Limit shall increase or decrease by a percentage equal to the change in the Annual Fee.
- 6.4 The Annual Fee shall be subject to the CITY appropriating sufficient funds for the maintenance, management and operation of the Water and Wastewater Project on an annual basis.
- 6.5 If total direct costs for Chemicals, Solids, Maintenance and Repair expenditures are less than the Chemicals, Solids, Maintenance and Repair Limit ("CSMRL") for any calendar year, VEOLIA will rebate the difference to the CITY in accordance with Section 7.3. VEOLIA will notify CITY when total direct cost for Chemicals, Solids, Maintenance and Repair expenditures equal eighty percent (80%) of CSMRL. If direct total cost for Chemicals, Solids, Maintenance and Repair exceed the CSMRL for any calendar year, CITY will pay the difference to VEOLIA in accordance with Section 7.3 if the following condition is satisfied. The condition to reimbursement is that the CITY will be reasonably satisfied, based upon documentation provided by VEOLIA, that VEOLIA has substantially performed its maintenance obligations as set forth in Section 2.5 hereof and has otherwise followed Prudent Industry Practices with respect to the operation and maintenance of the facilities.

7. Payment of Compensation

- 7.1 One-twelfth (1/12) of the Annual Fee for the current year shall be due and payable on the last day of the month for each month that services are provided.
- 7.2 All other compensation to VEOLIA is due upon receipt of VEOLIA's invoice and payable within thirty (30) days of invoice due date. Any monies payable pursuant

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to Section 6.5 will be paid within thirty (30) calendar days after the amount due has been reconciled by the parties and invoiced to the City. VEOLIA shall complete such reconciliation by the last day of February of the following year.

7.3 CITY shall pay interest at an annual rate equal to the daily yield for the ten-year treasury bonds published by The Bond Buyer, in New York, New York, on the Monday next preceding the invoice date, plus four percent, on payments not paid and received within thirty (30) calendar days of the due date, such interest being calculated from the end of said thirty day period. In the event the charges hereunder might exceed any limitation provided by law, such charges shall be reduced to the highest rate or amount within such limitation.

8. Scope Changes

8.1 A Change in Scope of services shall occur when and as VEOLIA's costs of providing services under this Agreement change as a result of:

- A. any change in Water and Wastewater Project operations, personnel qualifications or staffing or other cost which is mandated or otherwise required, by a change in law, rule or regulation or an action or forbearance of any governmental body having jurisdiction to order, dictate or require such change;
- B. increases or decreases of not less than ten percent (10%) in the influent flow or loadings as demonstrated by a twelve month floating average compared to the twelve month period ending on the effective date of this Agreement (baseline flow and loading information is located in Appendices C-1 and C-2);
- C. increases or decreases in rates or other related charges (including taxes) imposed upon VEOLIA by a utility provider (see Section 8.5 below) or taxing authority - excluding taxes based on VEOLIA's net income; and/or
- D. CITY's request of VEOLIA and VEOLIA's consent to provide additional or reduced services.

8.2 For Changes in Scope described in Sections 8.1 A, B & C, the Annual Fee shall be increased (or decreased) by an amount equal to VEOLIA's additional (reduced) Cost associated with the Change in Scope plus, or less, as applicable twelve percent (12%). Modifications of the Annual Fee as a result of conditions described in Section 8.1B shall be retroactive to the beginning of the twelve month comparison period.

8.3 CITY and VEOLIA shall negotiate an increase or decrease in VEOLIA's Annual Fee for Changes in Scope based on Section 8.1 D.

8.4 Utility Rates

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Prior to May 15 of each calendar year, VEOLIA and CITY will agree in writing to the direct cost budget for electricity and natural gas for the following calendar year. The first electrical and natural gas compensation calculation will begin using the 2012 calendar year.

If the total Electrical Cost and Natural Gas Cost exceeds the current budget for electricity and natural gas by more than 5%, CITY will compensate VEOLIA for fifty percent (50%) of the costs in excess of 105% of the current budget amount. If the total Electric Cost and Natural Gas Cost are less than 95% of the current budget for electricity and natural gas, VEOLIA will compensate CITY for fifty percent (50%) of the difference below 95% of the current budget amount. Compensation to either party will be calculated based upon comparing the current calendar year budget amount for electricity and natural gas to actual Electric Cost and Natural Gas Cost for the same calendar year for the Water Plant, East Wastewater Plant and Southwest Wastewater Plant.

9. Indemnity, Liability and Insurance

- 9.1 VEOLIA hereby agrees to indemnify and hold CITY, its officers, commissioners and Mayor harmless from any liability or property damages for bodily injury, including death, which may arise from VEOLIA's negligence or willful misconduct under this Agreement; provided, VEOLIA shall be liable only for that percentage of total damages that corresponds to its percentage of total negligence or fault.
- 9.2 CITY agrees to indemnify and hold VEOLIA and its officers harmless from any liability or property damage or bodily injury, including death, which may arise from all causes of any kind other than VEOLIA's negligence or willful misconduct, provided, CITY shall be liable only for that percentage of total damages that corresponds to its percentage of total negligence or fault. Notwithstanding the foregoing, CITY shall not be deemed to have waived any limitation or protection from liability provided by the Kansas Tort Claims Act.
- 9.3 VEOLIA shall be liable for those fines or civil penalties imposed by a regulatory or enforcement agency on for violations of the effluent or water quality requirements provided in Appendices C-1 and C-2 that are the result of VEOLIA's negligence. CITY will assist VEOLIA to contest any such fines in administrative proceedings and/or in court prior to any payment by VEOLIA. VEOLIA shall pay the cost of any such fines.
- 9.4 Neither party nor their affiliated companies, nor the officers, agents and employees or contractors of any of the foregoing, shall be liable to the other in any action or claim for consequential or special damages, loss of profits, loss of opportunity, loss of product or loss of use. Any protection against liability for losses or damages afforded any individual or entity by these terms shall apply whether the action in which recovery of damages is sought is based on contract, tort (including sole, concurrent or other negligence and strict liability of any

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protected individual or entity), statute or otherwise. To the extent permitted by law, any statutory remedies which are inconsistent with these terms are waived.

9.5 Indemnity agreements provided for in this Agreement shall survive the termination of the Agreement.

9.6 Each party shall obtain and maintain insurance coverage of a type and in the amounts described in Appendix E. Each party shall provide the other party with satisfactory proof of insurance.

10. Term, Termination and Default

10.1 This Agreement shall be effective June 23, 2012 and, unless terminated sooner, shall expire December 31, 2020.

10.2 A party may terminate this Agreement only for material breach of the Agreement by the other party; only after giving written notice of breach; and, except in a case of breach by CITY for non-payment of VEOLIA's invoices, in which case termination may be immediate by VEOLIA, only after allowing the other party thirty (30) days to cure or commence taking steps to cure the breach.

10.3 In the event this Agreement is terminated by CITY due solely for the reason of non-appropriation of funds to operate and maintain the Water and Wastewater Project, upon notice of termination by CITY, VEOLIA shall assist CITY in assuming operation of the Water and Wastewater Project. If additional cost is incurred by VEOLIA at request of CITY, including without limitation actual and documented demobilization and transition costs ("Termination Costs") if this Agreement is terminated prior to its natural expiration date, CITY shall pay VEOLIA such cost within thirty (30) days of invoice receipt.

Termination Costs shall consist of actual costs incurred or not recouped by VEOLIA as a result of the termination, including specifically (a) severance benefits provided to employees of Veolia who are terminated by Veolia as a result of the contract termination, and who are not offered employment by the City, (b) unavoidable contract costs (e.g. termination or transfer costs for service, supply, license, or lease contracts that are mid-term at the time of transition), and (c) unamortized capital costs (in the event that VEOLIA provides, at CITY's request or approval, for improvements to the Facilities.

10.4 Upon termination of this Agreement, and all renewals and extensions of the Agreement, VEOLIA will return the Water and Wastewater Project to CITY in the same condition as it was upon the effective date of the Agreement, ordinary wear and tear excepted. Equipment and other personal property purchased by VEOLIA for use in the operation or maintenance of the Water and Wastewater Project shall remain the property of VEOLIA upon termination of the Agreement unless the property was directly paid for by CITY or CITY specifically reimbursed VEOLIA for the cost incurred to purchase the property or this Agreement provides to the contrary.

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11. Disputes and Force Majeure

11.1 In the event activities by employee groups or unions cause a disruption in VEOLIA's ability to perform at the Water and Wastewater Project, CITY, with VEOLIA's assistance or VEOLIA at its own option, may seek appropriate injunctive court orders. During any such disruption, VEOLIA shall operate the facilities on a best-efforts basis until any such disruptions cease.

11.2 Neither party shall be liable for its failure to perform its obligations under this Agreement if such failure is due to any Unforeseen Circumstances beyond its reasonable control or force majeure. However, this Section may not be used by either party to avoid, delay or otherwise affect any payments due to the other party.

12. Public Works Project Terminated

12.1 CITY and VEOLIA acknowledge and agree that VEOLIA will cease providing the Public Works Project services described on Appendix F after June 22, 2012. CITY and VEOLIA will enter into a Transition Agreement on Public Works Services in the form attached hereto at Appendix G.

Both parties indicate their approval of this Agreement by their signatures below, and each party warrants that all corporate or governmental action necessary to bind the parties to the terms of this Agreement has been and will be taken.

City Of Junction City

By: [Signature]
Pat Landes,
Mayor
Date: 6-5-12

Veolia Water North America—Central, LLC

By: [Signature]
Name: John M. Wood
Title: President
Date: 6/11/12

Attest:

[Signature]
City Clerk



APPENDIX A

DEFINITIONS

- A.1 “Abnormal Substances” means substances or materials that: (i) create a fire or explosion hazard at the Facility; (ii) will cause corrosive structural damage to the Facility; (iii) contain solid or viscous pollutants in amounts which will cause obstruction to the flow in the Facility; (iv) are present in flow rates or concentrations that will cause interference to biological processes necessary for treatment or will pass through the Facility without effective treatment for removal; (v) will result in the presence of toxic gases, vapors or fumes within the Facility in a quality that may cause acute worker health and safety problems; or (vi) will result in an alteration of the requirements or costs for the operation or maintenance of the Facility.
- A.2 “Adequate Nutrients” means plant influent nitrogen, phosphorus and iron contents proportional to BOD₅ in the ratio of five (5) parts nitrogen, one (1) part phosphorus, and one-half (0.5) part iron for each one hundred (100) parts BOD₅.
- A.3 “Annual Fee” means a predetermined, annual fixed sum for VEOLIA’s services. The Annual Fee includes Cost and Management Fee.
- A.4 “Capital Expenditure” means any expenditures for (1) the purchase of new or replacement equipment or facility items that cost more than Two Thousand Dollars (\$2,000); or (2) major repairs which significantly extend equipment or facility service life and cost more than Two Thousand Dollars (\$2,000) or (3) expenditures that are planned, non-routine and budgeted by CITY.
- A.5 “Chemicals, Solids, Maintenance and Repair Limit” means the total Chemicals, Solids and Maintenance and Repair costs that VEOLIA has included in the Annual Fee (budget). Such expenditures exclude any labor costs for VEOLIA’s staff assigned to the Water and Wastewater Project. VEOLIA’s specialized maintenance personnel, not assigned at the Water and Wastewater Project, who provide such specialized services such as, but not limited to, vibration, thermographic and electrical analysis, instrumentation maintenance and repair will be charged to the Maintenance and Repair Limit.
- A.6 “Cost” means all Direct Cost and indirect cost determined on an accrual basis in accordance with generally accepted accounting principles.
- A.7 “Direct Cost” means the actual cost incurred for the direct benefit of the Water and Wastewater Project including, but not limited to, expenditures for Water and Wastewater Project management and labor, employee benefits, chemicals, lab supplies, repairs, repair parts, maintenance parts, safety supplies, gasoline, oil, equipment rental, legal and professional services, quality assurance, travel, office supplies, other supplies, uniforms, telephone, postage, utilities, tools, memberships and training supplies.
- A.8 “Electrical Cost” means the amount for electricity costs paid by VEOLIA.
- A.9 “Management Fee” means the VEOLIA profit and Overhead within the Annual Fee for services under this Agreement.

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- A.10 "Maintenance" means those routine and/or repetitive activities required or recommended by the equipment or facility manufacturer during the warranty term, and thereafter by Prudent Industry Practices or by VEOLIA to maximize the service life of the equipment, sewer, vehicles and facilities.
- A.11 "Natural Gas Cost" means the amount for natural gas paid by VEOLIA.
- A.12 "Prudent Industry Practices" means those methods, techniques, standards, and practices that are generally accepted and prudent in the water and wastewater treatment industry in the United States with respect to Facilities similar to the Water and Wastewater Project.
- A.13 "Public Works Project" means all equipment, vehicles, grounds, rights of way, and facilities described in Appendix F and, where appropriate, the management, operations and maintenance of such.
- A.14 "Repairs" means those non-routine and/or non-repetitive activities required for operational continuity, safety and performance generally due to failure or to avert failure of the equipment, sewer, vehicles or facilities or some component thereof.
- A.15 "Unforeseen Circumstances" shall mean any event or condition which has an effect on the rights or obligations of the parties under this Agreement, or upon the Water and Wastewater Project, which is beyond the reasonable control of the party relying thereon and constitutes a justification for a delay in or non-performance of action required by this Agreement, including but not limited to (i) an act of God, landslide, lightning, earthquake, tornado, fire, explosion, flood, failure to possess sufficient property rights, acts of public enemy, war, blockade, sabotage, insurrection, riot or civil disturbance, (ii) preliminary or final order of any local, province, administrative agency or governmental body of competent jurisdiction, (iii) any change in law, regulation, rule, requirement, interpretation or statute adopted, promulgated, issued or otherwise specifically modified or changed by an local, province or governmental body (iv) labor disputes, strikes, work slowdowns or work stoppages, but excluding labor disputes, strikes, work slowdowns or work stoppages by employees of VEOLIA; and (v) loss of or inability to obtain service from a utility necessary to furnish power for the operation and maintenance of the Water and Wastewater Project.
- A.16 "Water and Wastewater Project" means all equipment, vehicles, grounds, rights of way, sewers and facilities described in Appendix B and, where appropriate, the management, operations and maintenance of such as described herein.

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APPENDIX B

DESCRIPTION OF WATER AND WASTEWATER PROJECT

VEOLIA agrees to provide the services necessary for the management, operation and maintenance of the following:

- a. All equipment, vehicles, grounds and facilities now existing within the present property boundaries of or being used to operate CITY's Water Treatment Plant located at:

2101 North Jackson Street

- b. All equipment, vehicles, grounds and facilities now existing within the present property boundaries of or being used to operate CITY's Wastewater Treatment Plants located at:

427 Grant Avenue, and
3200 Industrial Street

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APPENDIX C-1

NPDES PERMIT AND
WASTEWATER PROJECT CHARACTERISTICS

C.1 VEOLIA will operate so that effluent will meet the requirement of the East Wastewater Plant NPDES permit No. M-LR15-0001 (issued on January 1, 2008 and expired on December 31, 2011) and of the Southwest Wastewater Plant NPDES Permit No. M-SH45-0002 (issued January 1, 2010 and will expire on October 31, 2014) a full and complete copy of which is adopted by reference herein as of the date hereof. VEOLIA shall be responsible for meeting the effluent quality requirements of the Permit of unless one or more of the following occurs: (1) the Water and Wastewater Project influent does not contain Adequate Nutrients to support operation of Water and Wastewater Project biological processes and/or contains Abnormal Substances which cannot be removed by the existing process and facilities; (2) dischargers into CITY's sewer system violate any or all regulations as stated in CITY's Industrial Water and Sewer Ordinance(s) or as required by law; (3) if the Water and Wastewater Project is inoperable or can operate only at a reduced capacity on account of construction activities, fire, flood, adverse weather conditions, labor disputes or other causes beyond VEOLIA's control, (4) the flow or influent BOD5 and/or suspended solids exceeds the Water and Wastewater Project design parameters as follows:

East Wastewater Plant: 2.5 million gallons of flow per day, 4181 pounds of BOD₅ per day, 3558 pounds of suspended solids per day and a daily peaking factor of 1.5 times flow;

Southwest Wastewater Plant: 2.50 million gallons of flow per day, 13,387 pounds of BOD₅ per day, 11370 pounds of suspended solids per day and a daily peaking factor of 1.22 times flow.

C.2 In the event any one of the Water and Wastewater Project influent characteristics, suspended solids, BOD₅ or flow, exceeds the design parameters stated above, VEOLIA shall return the plant effluent to the characteristics required by NPDES in accordance with the following schedule after Water and Wastewater Project influent characteristics return to within design parameters.

<u>Characteristics Exceeding Design Parameters By</u>	<u>Recovery Period Maximum</u>
10% or Less	5 days
Above 10% Less than 20%	10 days
20% and Above	30 days

Notwithstanding the above schedule, if the failure to meet effluent quality limitations is caused by the presence of Abnormal Substances or the lack of Adequate Nutrients in the influent, then VEOLIA will have a thirty (30) day recovery period after the influent is free from said substances or contains Adequate Nutrients.

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C.3 VEOLIA shall not be responsible for fines or legal action as a result of discharge violations within the period that influent exceeds design parameters, does not contain Adequate Nutrients, contains Abnormal Substances or is inoperable, and the subsequent recovery period.

C.4 The Annual Fee for services under this Agreement is based upon the following:

(a) Water and Wastewater Project influent characteristics:

East Wastewater Facility:

Flow	1.694 million gallons per day
BOD ₅	4,498 pounds per day
TSS	6,286 pounds per day
NH ₃ -N	545 pounds per day
DHS*	0 mg/L

Southwest Wastewater Facility:

Flow	0.818 million gallons per day
BOD ₅	3,566 pounds per day
TSS	1,550 pounds per day
NH ₃ -N	64 pounds per day
DHS*	0 mg/L

*DHS means Dissolved Hydrogen Sulfide concentration.

The above characteristics are the actual twelve (12) months' average for the period ended December 31, 2011. Any change of 10 percent (10%) or more in any of these characteristics, based upon a twelve (12) month moving average, will constitute a Change in Scope. (See Article 9)

(b) VEOLIA's expenses for hauling by truck and disposing of Biosolids Waste are based on paying \$.0216 per gallon of eligible Waste at the East and Southwest Wastewater Facilities applied directly to agricultural land which is approximately 8 to 15 road miles from the Water and Wastewater Project and \$.01021 for Biosolid wastes hauled between plants. The hauling fees are subject to the same CPI adjustment annually as the contract. Any change in Costs shall give rise to a Change in Scope and the additional costs shall be added to the Annual Fee.

(c) VEOLIA has arranged with the CITY to have trash and screenings disposed utilizing the City's trash hauling service at no cost to VEOLIA. Any change in Costs shall give rise to a Change in Scope and the additional costs shall be added to the Annual Fee.

APPENDIX C-2

WATER PROJECT CHARACTERISTICS

C.1 The Water Project has the following design characteristics:

A capacity of 10-MGD of finished water production with an ability for chemical additions, flocculation, sedimentation and filtration based on 4.0 gallons per minute per square foot of filter area. The Water and Wastewater Project has the capability for post treatment by chlorination and fluoridation.

C.2 The Annual Fee for services under this Agreement is based upon the following:

Raw water characteristics:

Flow:	4.5 million gallons per day
Iron:	< 2.0 mg/1
Manganese:	< 1.0 mg/1
Hardness:	< 400 mg/1
pH:	6.8 to 7.3
Fluoride:	> 0.3 mg/1

C.3 VEOLIA will operate the Water and Wastewater Project so that water treated will meet the current Federal Drinking Water Standards. VEOLIA's Annual Fee includes all costs for treating an average daily flow of 4.5 MGD of raw water per day to the standards specified below.

Turbidity	<0.5 NTU
Iron	<0.3 mg/1
Manganese	<0.05 mg/1
Fluoride	0.4 mg/1 to 1.0 mp,/1
pH	> 7.0
Color	<15 color units
Corrosivity	Non corrosive
Odor	<3.0 TON
E. Coli	Negative
Free Chlorine	≥ 0.2 mg/1

C.4 VEOLIA shall arrange for the hauling by truck and disposal of water lime sludge wastes at an approved location. VEOLIA's expenses for hauling and disposing of lime sludge waste are based on paying \$182.13 per truck load of material hauled from the site by a private contractor plus handling and site preparation work. The per load fee is subject to the same CPI adjustment annually as the contract. Any change in Costs shall give rise to a Change in Scope and the additional costs shall be added to the Annual Fee.

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C.5 If any of the following contaminants in the raw water causes the finished water to exceed the Maximum Contaminant Levels (MCL) established for finished water quality, VEOLIA will treat the raw water to reduce said contaminant to an acceptable MCL. The cost of any specific treatment will be in addition to the Annual Fee for the treatment required by this Article C.5.

<u>Radionuclides</u>	<u>MCL</u>
Radium	5.0 PCi/L
Gross Alpha	15.0 PCi/L

Organic Chemicals

<u>Contaminant</u>	<u>MCL (mg/l)</u>
Alachlor	0.002
Atrazine	0.003
Benzene	0.005
Carbofuran	0.04
Chlordane	0.002
1,2-Dichloroethane	0.005
1,1-Dichloroethylene	0.007
cis-1,2-Dichloroethylene	0.07
trans-1,2-Dichloroethylene	0.1
1,2-Dichloropropane	0.005
Endrin	0.002
Ethylbenzene	0.7
Ethylene Dibromide (EDB)	0.00005
Heptachlor	0.0004
Heptachlor Epoxide	0.0002
Methoxychlor	0.04
Polychlorinated Biphenyls (PCB)	0.0005
Styrene	0.1
Tetrachloroethylene	0.005
Toluene	1
Toxaphene	0.003
1,1,1-Trichloroethane	0.02
Trichloroethylene	0.005
Total Trihalomethanes	0.8
Vinyl Chloride	0.002
Xylenes (Total)	10

Inorganic Chemicals

<u>Contaminant</u>	<u>MCL (mg/l)</u>
--------------------	-------------------

Execution

Antimony	0.006
Arsenic	0.01
Barium	2
Beryllium	0.004
Cadmium	0.005
Chromium	0.1
Fluoride	4
Mercury	0.002
Nitrate	10 (as nitrogen)
Nitrite	1 (as nitrogen)
Total Nitrate Nitrite	10
Selenium	0.05
Chloride	250
Copper	1.3
Lead	0.015
Silver	0.10
Sulfate	250
Thallium	0.002
Total dissolved solids (TDS)	500
Zinc	5

C.6 VEOLIA will provide laboratory services for monitoring for all contaminants as requested by the Primacy Entity and the NPDWR. As MCLs are established and promulgated the City shall be notified and the constituents added to the list under C.5.

Aldrin	Hexachlorobenzene (0.001)
Benzo(a)pyrene (0.0002)	Hexachlorocyclopentadiene (0.05)
Butachlor	3-Hydroxycarbofuran
Carbaryl	Methomyl
Dalapon (0.02)	Metolachlor
Di(2-ethylhexy) adipate	Metribuzin
Di(2-ethylhexyl)phthalate	Oxyamyl (vydate) (0.02)
Dicamba	Picloram (0.5)
Dichloromethane	Dieldrin Propachlor
Dinoseb	Simazine (0.004)
Diquat (0.02)	2,3,7,8-TCDD (Dioxin) (0.0000003)
Endothall	1,2,4-Trichlorobenzene (0.04)
Glyphosate	1,1,2-Trichloroethane (0.05)
Gamma-BHC (Lindane)	Tetrachloromethane
Chlorobenzene (0.01)	1,4 Dichlorobenzene
1,2 Dichlorobenzene	Methyl tert-butyl ether (MTBE)

APPENDIX D

ANNUAL FEE ADJUSTMENT FORMULA

APPENDIX D

ANNUAL FEE ADJUSTMENT FORMULA

$$AAF = AF \left(\frac{C - Co}{Co} + X \right)$$

Where:

AF = Annual Fee specified in Article 6.1 before any annual modification.

AAF = Adjusted Annual Fee.

Co = Consumer Price Index for All Consumers (U.S. City Average) as published by the U.S. Department of Labor, Bureau of Labor Statistics in the CPI Detailed Report for the month of February of the City Budget Year prior to beginning service under this Agreement.

C = Consumer Price Index for All Urban Consumers (U.S. City Average) as published by the U.S. Department of Labor, Bureau of Labor Statics in the CPI Detailed Report for the month of February of the City Budget Year prior to be beginning of the period for which an adjusted base fee is being calculated.

X = 1.0

In no case will the AAF be a negative.

Water and Wastewater Treatment Contract Operations Costs

Description	Contract Operations Rates (Monthly Rate)														
	2012			2013				2014				2015			
	Operations	Percentage Change(%)	Repairs	Operations	Percent Change(%)	Net Increase	Repairs	Operations	Percent Change(%)	Net Increase	Repairs	Operations	Percent Change(%)	Net Increase	Repairs
Water Treatment	\$ 95,308	N/A	\$ 17,438	\$ 100,912	5.88%	\$ 5,605	\$ 17,650	\$ 103,031	2.07%	\$ 2,119	\$ 17,925	\$ 106,417	3.29%	\$ 3,386	\$ 18,500
Wastewater Treatment	\$ 145,135	N/A	\$ 41,413	\$ 148,404	2.25%	\$ 3,269	\$ 36,871	\$ 155,439	4.53%	\$ 7,035	\$ 37,496	\$ 162,292	4.41%	\$ 6,853	\$ 39,417
Total (Monthly)	\$ 240,443	N/A	\$ 58,851	\$ 249,316	3.56%	\$ 8,874	\$ 54,521	\$ 258,470	3.54%	\$ 9,153	\$ 55,421	\$ 268,708	3.96%	\$ 10,238	\$ 57,917
Total (Annually)	\$ 2,885,312			\$ 2,991,797		\$ 106,485		\$ 3,101,639		\$ 109,842		\$ 3,224,500		\$ 122,861	

VEOLIA WATER PROPOSED 2015 BUDGETARY ADJUSTMENT SUMMARY FOR TREATMENT PLANT OPERATIONS

GENERAL OPERATING AND LIMIT BUDGET BREAKDOWN							2015		2015		COMMENTS	
	2014		2015		2015		\$ Change		% Change			
	MONTHLY	YEARLY	MONTHLY	YEARLY	MONTHLY	YEARLY	MONTHLY	YEARLY	MONTHLY	YEARLY		
WTP Limit Budget	\$43,883.33	\$526,600.00	\$45,000.00	\$540,000.00	\$13,400.00	\$13,400.00	2.5%					
WTP Operating	\$59,147.54	\$709,770.43	\$61,416.67	\$737,000.00	\$27,229.57	\$27,229.57	3.8%					
WWTP Limit Budget	\$68,525.00	\$822,300.00	\$71,875.00	\$862,500.00	\$40,200.00	\$40,200.00	4.9%					
WWTP Operating	\$86,914.04	\$1,042,968.43	\$90,416.67	\$1,085,000.00	\$42,031.57	\$42,031.57	4.0%					
TOTALS	\$258,469.91	\$3,101,638.86	\$268,708.33	\$3,224,500.00	\$122,861.14	\$122,861.14	4.0%					

BUDGET BREAKDOWN BY WATER - WASTEWATER											
WTP Total	\$103,030.87	\$1,236,370.43	\$106,416.67	\$1,277,000.00	\$40,629.57	\$40,629.57	3.3%				
WWTP Total	\$155,439.04	\$1,865,268.43	\$162,291.67	\$1,947,500.00	\$82,231.57	\$82,231.57	4.4%				
TOTALS	\$258,469.91	\$3,101,638.86	\$268,708.33	\$3,224,500.00	\$122,861.14	\$122,861.14	4.0%				

BUDGET BREAKDOWN BY REMOVING UTILITIES FROM OPERATIONS BUDGET											
WTP Utilities	\$25,958.33	\$311,500.00	\$26,500.00	\$318,000.00	\$6,500.00	\$6,500.00	2.1%				
WTP Operating minus Utilities	\$59,147.54	\$709,770.43	\$61,416.67	\$737,000.00	\$27,229.57	\$27,229.57	3.8%				
WTP Limit Budget	\$17,925.00	\$215,100.00	\$18,500.00	\$222,000.00	\$6,900.00	\$6,900.00	3.2%				
WWTP Utilities	\$31,029.17	\$372,350.00	\$32,458.33	\$389,500.00	\$17,150.00	\$17,150.00	4.6%				
WWTP Operating minus Utilities	\$86,914.04	\$1,042,968.43	\$90,416.67	\$1,085,000.00	\$42,031.57	\$42,031.57	4.0%				
WWTP Limit Budget	\$37,495.83	\$449,950.00	\$39,416.67	\$473,000.00	\$23,050.00	\$23,050.00	5.1%				
TOTALS	258,469.91	3,101,638.86	268,708.33	3,224,500.00	122,861.14	122,861.14	4.0%				

BUDGET BREAKDOWN DETAILING LIMIT BUDGETS								
WTP Utilities	\$25,958.33	\$311,500.00	\$26,500.00	\$318,000.00	\$6,500.00	\$6,500.00	2.1%	Small Increase: Gas and Electric Increase; Slight water use increase.
WTP Operating (O&M)	\$59,147.54	\$709,770.43	\$61,416.67	\$737,000.00	\$27,229.57	\$27,229.57	3.8%	Increase use of part-time help for cleaning, preservation, landscape. Fuel cost increases; aging vehicles. Computer systems age and software replacements.
WTP Limit Budget	\$11,833.33	\$142,000.00	\$12,083.33	\$145,000.00	\$3,000.00	\$3,000.00	2.1%	Chemical costs + transportation increase.
Chemicals R&M	\$3,800.00	\$45,600.00	\$4,000.00	\$48,000.00	\$2,400.00	\$2,400.00	5.3%	Aging equipment preservation. Taking on more equipment replacements.
Lime Solids	\$2,291.67	\$27,500.00	\$2,416.67	\$29,000.00	\$1,500.00	\$1,500.00	5.5%	Increased disposal costs; lagoon dig out and grooming.
East	\$8,529.17	\$102,350.00	\$8,708.33	\$104,500.00	\$2,150.00	\$2,150.00	2.1%	Small Increase: Gas and Electric rates.
SW	\$22,500.00	\$270,000.00	\$23,750.00	\$285,000.00	\$15,000.00	\$15,000.00	5.6%	Increased costs for boiler gas; blowers are the main electrical costs and without replacement of equipment and piping operation costs will increase.
WWTP Utilities	\$86,914.04	\$1,042,968.43	\$90,416.67	\$1,085,000.00	\$42,031.57	\$42,031.57	4.0%	Increase use of part-time help for cleaning, preservation, landscape. Fuel cost increases; aging vehicles. Computer systems age and software replacements.
WWTP Limit Budget	\$3,916.67	\$47,000.00	\$3,791.67	\$45,500.00	-\$1,500.00	-\$1,500.00	-3.2%	Historically below budget on chemical costs.
East Chemicals	\$6,375.00	\$76,500.00	\$6,833.33	\$82,000.00	\$5,500.00	\$5,500.00	7.2%	Increased use of chemicals for the treatment of the Process Wastes.
SW Chemicals	\$3,079.17	\$36,950.00	\$3,208.33	\$38,500.00	\$1,550.00	\$1,550.00	4.2%	Aging equipment preservation. Taking on more equipment replacements.
East R&M	\$9,541.67	\$114,500.00	\$10,083.33	\$121,000.00	\$6,500.00	\$6,500.00	5.7%	Aging equipment preservation. Taking on more equipment replacements. Boiler maintenance costs are very high.
SW R&M	\$14,583.33	\$175,000.00	\$15,500.00	\$186,000.00	\$11,000.00	\$11,000.00	6.3%	Biosolids disposal cost increase; increased use of chemicals develops more biosolids; tank cleanouts for maintenance activities.
TOTALS	\$258,469.91	\$3,101,638.86	\$268,708.33	\$3,224,500.00	\$122,861.14	\$122,861.14	4.0%	

Backup material for agenda item:

- h. Consideration and Approval of the Waiver of the Procurement Process and Award of Contract for East WWTP Sludge Decant Valves

City of Junction City

City Commission

Agenda Memo

February 3, 2015

From: Gregory S. McCaffery, Director of Municipal Services
To: Allen Dinkel, City Manager and City Commissioners
Subject: **Approval of the Waiver of Bid and the Award of Contract for the Sole Source Purchase/ Installation for Sludge Decant Valves at the East Wastewater Treatment Plant**

Objective: The Consideration and Approval of the Waiver of Bid and Award of a Contract for the Sole Source Purchase/ Installation for Sludge Decant Valves at the East Wastewater Treatment Plant.

Explanation of Issue: City staff, along with Veolia Water & HDR Engineering, has been working through an operational issue which has been on going over the last few weeks at the East Wastewater Treatment Plant (East WWTP). This has involved the sludge storage process at the East WWTP.

During the week of January 12, 2015 the decant line from the sludge storage tanks at the East WWTP became plugged and/ or had collapsed. Both the DPW staff and a private contractor attempted to jet/ clean the line without success. J & K Contracting, a local contractor, was brought in to replace the line (+/-160 l.ft. of 6" pipe). This was done at a cost of \$14,500.

Recently it has become further apparent that the decant valves for the two sludge storage tanks have become inoperable. There are a total of 6 valves (low, mid, & high) within the system, with 3 valves to each tank. These valves are original (30 plus years old) and are critical in the decanting operations of the sludge storage tanks. The tanks are typically held to an almost full level by Veolia Water, in order to optimize their sludge decant process. This however can also be an issue involving system capacity should the valves be inoperable and/ or one can't empty the tanks, which is the case currently.

In order to replace the valves either the tanks must be emptied or one can complete a "live" valve tap, whereby the tanks are full and the valves are still replaced. Given the emptying of the tanks, each about 250,000 gallons, would like cost \$300,000 plus, as the materials would need to be landfilled at this time of installing the valves, it is being recommended to complete live taps in which to reinstall the valves.

City staff have contacted several contractors whom have the necessary equipment in which to complete the valve insertions (a total of 6), and have been able to obtain a quote of \$7,120 per valve, for a total costs of \$42,720 from Municipal Pipe Services. The City's DPW would assist in the installation of these valves in order to minimize overall costs. It is anticipated it will take 3

weeks in which to build-up the needed insertion sleeves and replace the valves.

Per the City's Fiscal Policy, a waiver of bid and further award of sole source bid is required by the City Commission for these valves purchase. City staff, through HDR Engineering, is recommending this equipment replacement as outlined. The City has budgeted funds within the wastewater capital equipment budget for these metering chlorine pumps.

Should the City Commission approve the wavier of competitive bid and the sole source award it is anticipated the work would be completed no later than the end of February, 2015.

Budget Impact: The East WWTP sludge storage decant valves would be paid through the City Wastewater Fund

Alternatives: The Commission may approve, table, modify and not approve the contract award.

Recommendation: Staff recommends the City Commission's approve the waiver of bid, based on the emergency nature of the system needs, and approve a contract with Municipal Pipe Services for the removal and replacement of the East WWTP sludge storage decant valves, in an amount not to exceed \$ 42,720, as presented.

Suggested Motion: Commissioner _____ moves to approve the waiver of bid, based on the emergency nature of the system needs and approval of a contract with Municipal Pipe Services., for the removal and replacement of the East WWTP sludge storage decant valves, in an amount not to exceed \$42,720, as presented.

Enclosures: Municipal Pipe Services – Sludge Storage Decant
Valves Proposal
East WWTP Location Map

Quote



Job Location: Junction City KS

Date: 2015/01/26

Company: Junction City, City of

Address:

State/Zip Code:

E-mail: ray.ibarra@jcks.com

Phone:

Fax:

Municipal Pipe Services
 1615 South J Street
 Hastings, Nebraska
 68901
 bob@municipalpipeservices.com
 Phone: 402-469-1886
 Fax: 402-462-4408

www.municipalpipeservices.com

Thank you for your interest in our service. The following quote is our interpretation without seeing the site. Any materials not specifically listed or described in the quote are not included. The prices do not include any taxes. Ground water levels, aerial projects, working around other piping and utilities and supports will need to be discussed before project scheduling and final pricing.

We hereby submit the estimates for:

Item	Description	Quantity	Unit Price	Amount
1	6" line stop, bag style, cut and remove , install valve price per	1	\$4,500.00	\$4,500.00
10	20' c900 6" dr 18 (Note :one stick good for all 6)	1	\$102.00	\$102.00
2	6" fl x fl concentric plug valve, Pratt, DI w/gearing and 2" nut	1	\$990.00	\$990.00
3	6x4" taping sleeve, DI epoxy, SS w/FIP 4" outlet	1	\$280.00	\$280.00
4	Nipple, 4" x3" long SS or brass	1	\$38.00	\$38.00
5	6" 150# x 4" threaded DI flange	1	\$74.00	\$74.00
6	4" fl x fl RW ol gate valve, Mueller, DI	1	\$428.00	\$428.00
7	4" SS bolt flg pk	2	\$37.00	\$74.00
8	6" ss bolt pk	2	\$42.00	\$84.00
9	6" Hymax flanged adapter	2	\$300.00	\$600.00
Estimate Total-				\$7,170.00

We will provide all necessary equipment and expertise to perform the above procedure excluding excavation, bedding, backfill, compaction requirements, arrangements with other utilities and property owners.

Owner to Supply:

- Confirmation of Pipeline Type, Outer Diameter, and Pressure.
- Excavation, shoring if needed, scaffolding, backfill, compaction, paving, and permits.
- All thrust restrainers, engineering and installation.
- Lifting device. 90 CFM air compressor to operate our pneumatic drill.

Price is based on one mobilization and one day to complete.

Payment Terms: Net 30 days from date of invoice.

Please allow approximately 2-4 week's notice for delivery from acceptance of this proposal and receipt of purchase order and or contract, subject to prior commitments.

We may withdraw this proposal if not accepted within 30 days. Thank you very much for calling us.

Quoted By: Bob Hennig

Acceptance of Proposal: The above prices, specifications and conditions are satisfactory and are hereby accepted.

By x _____ Date x _____
Authorized Representative

Please print name _____

Please **Sign** and **Fax** to 402-462-4408

**City of Junction City
Municipal Service
East Wastewater Treatment Plant
Sludge Storage and Decant Valves Locations**

Sludge Storage Tanks Decant Valve Locations

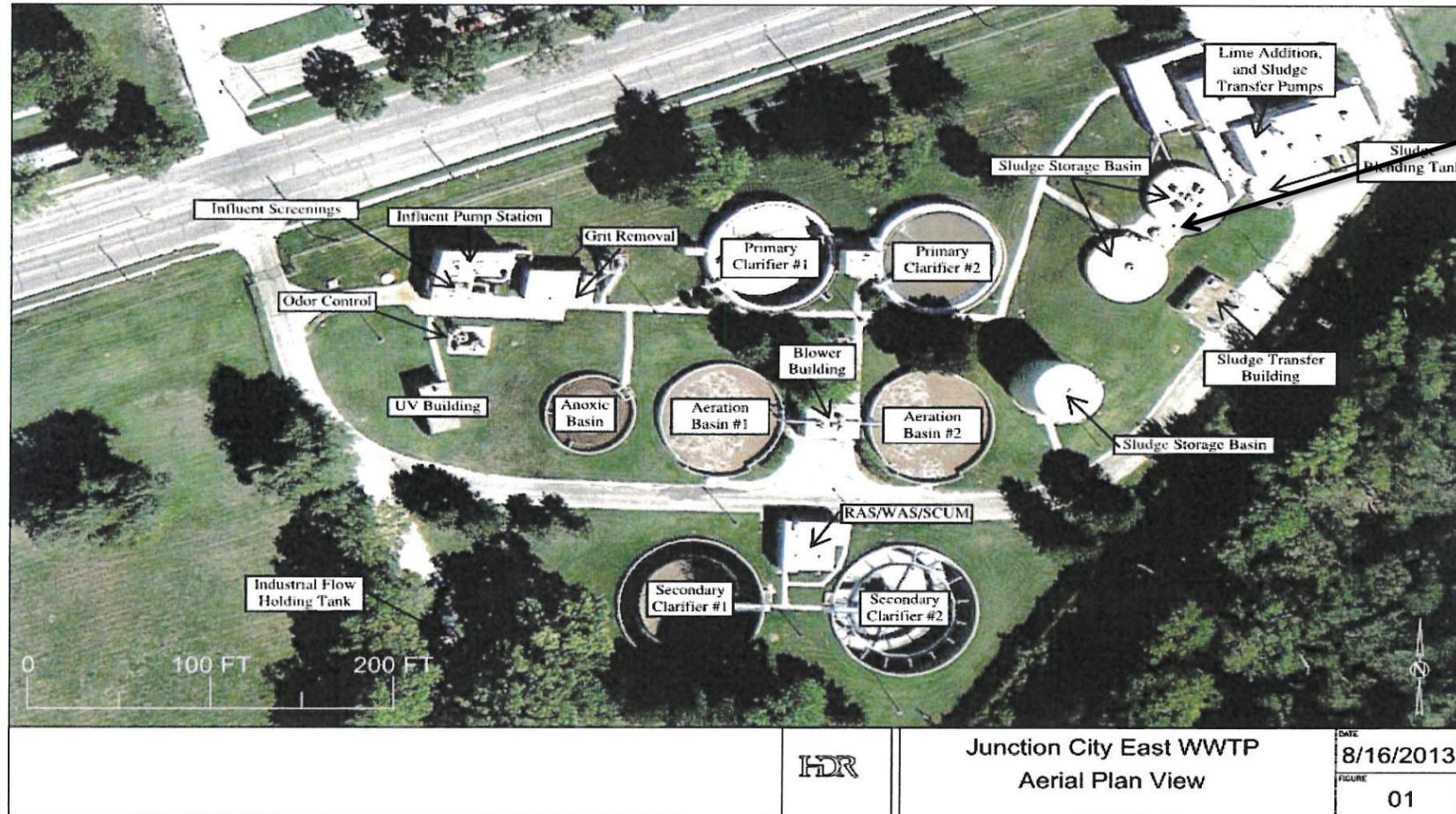


Figure 2-1: East WWTP Aerial Plan View

2-2

