

July 19, 2016  
City Commission Room, 701 N. Jefferson, Junction City KS 66441

**Mayor Mick McCallister**  
**Vice Mayor Phyllis Fitzgerald**  
**Commissioner Jim Sands**  
**Commissioner Pat Landes**  
**Commissioner Michael Ryan**  
**City Manager Allen Dinkel**  
**City Attorney Catherine Logan**  
**City Clerk Shawna Settles**

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

a. 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-14 dated-June 29th2016-July 12th 2016 in the amount of \$1,173,241.26. (p.3)

b. Consideration of June 2016 ambulance contractual obligation adjustments and bad debt adjustments. (p.29)

c. Consideration of City Commission Minutes for July 5, 2016 Meeting. (p.31)

d. Consideration of City Commission Budget Work Session Minutes for July 12, 2016 Meeting. (p.36)

e. Consideration of Memorandum of Understanding for the 2016 Justice Assistance Grant. (p.38)

**4. NEW BUSINESS:**

a. Consideration of Ordinance No. G-1196 Amendment of Section 220.405- Possession of Marijuana. (p.42)

b. Consideration to Award the Police Department Lobby Remodel Bid to Godfrey Construction & Renovation, LLC in the amount of \$64,818.00. (p.46)

c. Consideration of Case No. FP-06-01-16 the request of Kaw Valley Engineering, Inc., agent, on behalf of JC Logistics, owner, for approval of the Final Plat of JC Logistics Addition to Junction City, Kansas. (p.153)

- [d.](#) Consideration to Award the Equipment Lease/Purchase Agreement Bid to US Bank Corp in the amount of \$393,840.61 with the interest rate being 1.60%. (p.164)
- [e.](#) Consideration of Resolution No. R-2811 the Refinancing of General Obligation Bonds, Series 2016A & 2016B. (p.214)
- [f.](#) Consider the Agreement with KDOT for the 2017 KLINK Project. (p.224)
- [g.](#) Discuss additional options regarding the Spring Valley Road Sewer Extension. (p.236)
- [h.](#) Selection of Delegation to the AUSA Annual Meeting. (p.257)

**5. COMMISSIONER COMMENTS & COMMITTEE REPORTS:**

**6. STAFF COMMENTS:**

**7. ADJOURNMENT:**

**Backup material for agenda item:**

- a. Consideration of Appropriation Ordinance A-14 dated-June 29th2016-July 12th 2016 in the amount of \$1,173,241.26.

# City of Junction City

## City Commission

### Agenda Memo

July 19<sup>th</sup> 2016

**From:** Cynthia Sinkler, Water Billing and Accounts Payable Manager  
**To:** City Commissioners  
**Subject:** Consideration of Appropriation Ordinance A-14 dated-June 29<sup>th</sup>2016-July 12<sup>th</sup> 2016 in the amount of \$1,173,241.26

**Background:** Attached is a Listing and Checks of the Appropriations for June 29<sup>th</sup> 2016-July 12<sup>th</sup>2016

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**Appropriations: June 29<sup>th</sup> 2016-July 12<sup>th</sup> 2016**

**ACH Payment or due before next meeting**

KDHE-Bureau of Environ.	\$35,598.93
KDOT	\$1,195,729.24
KS Treasurer	\$4,652.00





DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT_
NON-DEPARTMENTAL	GENERAL FUND	INTERNAL REVENUE SERVICE	7/07/16	FEDERAL WITHHOLDING	550.22-
			7/07/16	FEDERAL WITHHOLDING	13,799.93-
			7/07/16	FEDERAL WITHHOLDING	12,577.12
			7/07/16	FEDERAL WITHHOLDING	1,311.80
			7/07/16	FEDERAL WITHHOLDING	43,208.33
			7/11/16	FEDERAL WITHHOLDING	22.15
			7/07/16	SOCIAL SECURITY WITHHOLDIN	882.42
			7/07/16	SOCIAL SECURITY WITHHOLDIN	7,497.61
			7/11/16	SOCIAL SECURITY WITHHOLDIN	19.10
			7/07/16	MEDICARE WITHHOLDING	206.38
			7/07/16	MEDICARE WITHHOLDING	5,087.94
			7/11/16	MEDICARE WITHHOLDING	4.47
		JUNCTION CITY FIREFIGHTERS AID ASSOCIA	7/08/16	FIREFIGHTERS AID ASSOCIATI	120.00
		JAN HAMILTON, CH.13 TRUSTEE-	7/07/16	12-41834	600.00
		KANSAS PAYMENT CENTER	7/07/16	GARNISHMENT	944.74
			7/07/16	KANSAS PAYMENT CENTER	303.29
		JAY W. VANDER VELDE	7/07/16	JAY W VANDER VELDE	100.00
		W H GRIFFIN, TRUSTEE	7/07/16	12-22755-13	729.23
		WPS TRICARE FOR LIFE	7/12/16	BRIDGEFORTH REFUND	446.87
		PAYLOGIX	7/07/16	PAYCHECK DIRECT	38.31
		GREAT WEST FINANCIAL	7/07/16	GREAT WEST FINANCIAL	78.00-
			7/07/16	GREAT WEST FINANCIAL	78.00
			7/07/16	GREAT WEST FINANCIAL	12.00
			7/07/16	GREAT WEST FINANCIAL	3,799.42
		ACCOUNT RECOVERY SPECIALISTS, INC.	7/07/16	GARNISHMENT	12.50
		FIREMEN'S RELIEF ASSOCIATION	7/08/16	FIREMANS RELIEF	213.08
		JUNCTION CITY FIRE FIGHTERS ASSOCIATIO	7/08/16	I.A.F.F. LOCAL 3309	1,485.00
		JCPOA	7/08/16	JCPOA	760.00
		KANSAS DEPT OF REVENUE	7/07/16	STATE WITHHOLDING	141.83-
			7/07/16	STATE WITHHOLDING	1,937.87-
			7/07/16	STATE WITHHOLDING	2,069.21
			7/07/16	STATE WITHHOLDING	460.28
			7/07/16	STATE WITHHOLDING	12,121.89
			7/11/16	STATE WITHHOLDING	5.20
		KS DEPT OF REVENUE	7/08/16	CMB LICENSE FEE	25.00
		KANSAS PUBLIC EMPLOYEES	7/07/16	KPERS #1	125.46
			7/07/16	KPERS #1	2,865.13
			7/07/16	KP&F	252.34-
			7/07/16	KP&F	3,028.05-
			7/07/16	KP&F	3,280.40
			7/07/16	KP&F	19,534.86
			7/07/16	KPERS #2	339.54
			7/07/16	KPERS #2	1,897.20
			7/07/16	KPERS #3	422.44
			7/07/16	KPERS #3	629.37
		CITY OF JC FLEX SPENDING ACCT 1074334	7/07/16	FLEX SPENDING-1074334	106.25-
			7/07/16	FLEX SPENDING-1074334	106.25
			7/07/16	FLEX SPENDING-1074334	100.00
			7/07/16	FLEX SPENDING-1074334	2,947.29
		FLEXIBLE SPENDING ACCOUNT #1074334	7/07/16	DEPENDENT CARE ACCT 10743	255.74
		KANSAS STATE TREASURER	6/07/16	REINSTATEMENT FEES COLLECT	511.00
			6/07/16	MAY KS STATE JUDGES FEES C	220.00
			6/07/16	MAY KS STATE EDUCATION FEE	131.00
			6/07/16	MAY KS STATE KLETC FUND	3,152.50
			6/07/16	MAYS COLL FEE COMM CORR	1,840.50_
				TOTAL:	113,605.53

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT
GENERAL FUND	GENERAL FUND	SECURITY BANK OF KANSAS CITY	6/27/16	AD VALOREM 2016	127,432.04
				TOTAL:	127,432.04
INFORMATION TECHNOLOGY	GENERAL FUND	INTERNAL REVENUE SERVICE	7/07/16	SOCIAL SECURITY WITHHOLDIN	47.45
			7/07/16	MEDICARE WITHHOLDING	11.10
		CENTURYLINK COMMUNICATION, INC.	7/05/16	INFORMATION SYSTEMS	14.80
		VERIZON WIRELESS	6/12/16	IT DIRECTOR	61.92
			6/12/16	IT TECHNICIAN	61.92
		COX BUSINESS SERVICES	7/01/16	Metro E - Municipal Buildi	1,500.00
			7/01/16	TV Charges	8.00
			7/01/16	Phone Lines - Cox	61.11
			7/01/16	Outside - FS2 Internet	47.95
			7/01/16	Channel 3 Digital Music	34.73
		KANSAS PUBLIC EMPLOYEES	7/07/16	KPERS #1	72.82
				TOTAL:	1,921.80
ADMINISTRATION	GENERAL FUND	INTERNAL REVENUE SERVICE	7/07/16	SOCIAL SECURITY WITHHOLDIN	298.90
			7/07/16	MEDICARE WITHHOLDING	69.90
		FISHER, PATTERSON, SAYLER & SMITH, L.L	6/27/16	ZIMMERMAN CASENO.2015CV000	2,803.50
		CENTURYLINK COMMUNICATION, INC.	7/05/16	ADMINISTRATION	113.15
			7/05/16	ADMINISTRATIVE SERVICES	14.80
			7/05/16	EDC-ADMINISTRATION	29.60
			7/05/16	ADMINISTRATION	14.80
		VERIZON WIRELESS	7/05/16	573-247-2866-CITY CLERK	51.92
			7/05/16	620-532-1756=FINANCE DIR	64.92
			7/05/16	210-5380-HR DIRECTOR	51.92
			7/05/16	785-280-3591-CITY MANAGER	51.92
		COLUMBIA CAPITAL MANAGEMENT LLC	5/31/16	INVESTMENT MNGT SVCS MAY 2	1,290.00
		COX BUSINESS SERVICES	7/01/16	Phone Lines - Cox	202.84
		DOCUMENT RESOURCES, INC.	6/30/16	SHRED SERVICE	70.00
		PAYNE & JONES CHARTERED	6/30/16	HELDSTAB CASENO2015CV00023	475.00
		ARTHUR-GREEN,LLP	7/01/16	WOODRUFF CASE NO 2015 CV 2	1,438.25
		WILLGRATTEN PUBLICATIONS LLC	7/11/16	S-3179 SUMAMRY	31.12
			7/11/16	S-3178 SUMMARY	31.12
			7/11/16	G-1195 SUMMARY	31.12
			7/11/16	REQ FOR PROPOSAL AUDIT	21.72
			7/11/16	RFP LEASE PURCHASE FINANCI	21.72
		LOGAN BUSINESS MACHINES	7/05/16	Copier Charges	389.74
		KANSAS GAS SERVICE	7/12/16	700 N JEFFERSON-JUN 2016	39.34
		WESTAR ENERGY	7/06/16	LATE FEE	21.63
		KANSAS PUBLIC EMPLOYEES	7/07/16	KPERS #1	269.46
			7/07/16	KPERS #2	78.44
			7/07/16	KPERS #3	130.35
		LEAGUE OF KANSAS MUNICIPALITIES	6/28/16	WEBINAR:RECORD MGNT,RETENT	25.00
		NEX-TECH	7/06/16	NEX-GEN ROUND UP FOR YOUTH	0.31
		LATHROP & GAGE LLP	6/28/16	PRO SVC RENDERED/COST 05/3	6,253.50
			6/28/16	KDHE REVOLVING LOANS	1,364.50
			6/28/16	FARMERS BANK V HOMESTEAD	7,309.00
			6/28/16	PRO SVCSRENDERED/COSTS 5/3	383.50
				TOTAL:	23,442.99
BUILDING MAINTENANCE	GENERAL FUND	INTERNAL REVENUE SERVICE	7/07/16	SOCIAL SECURITY WITHHOLDIN	183.93
			7/07/16	MEDICARE WITHHOLDING	43.02
		VERIZON WIRELESS	7/05/16	6618 BM WILLIAMS	51.92
			7/05/16	1761 BM WRIGHT	51.92
		KANSAS PUBLIC EMPLOYEES	7/07/16	KPERS #2	172.47

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT
		CINTAS #451	6/30/16	DOOR MATS	68.82
				TOTAL:	572.08
PARKS	GENERAL FUND	INTERNAL REVENUE SERVICE	7/07/16	SOCIAL SECURITY WITHHOLDIN	1,015.87
			7/07/16	MEDICARE WITHHOLDING	237.57
		VERIZON WIRELESS	7/05/16	7130 PW FLORES	32.51
			7/05/16	7131 PR DIRECTOR LAZEAR	61.92
		C & M LAWN SERVICES	6/27/16	CONTRACT MOWING 6/19-6/25	2,789.33
			7/05/16	CONTRACT MOWING 6/26-7/2	2,557.28
		CONCORDIA TRACTOR	6/28/16	PARTS, TRACTOR #145	999.23
		COX BUSINESS SERVICES	7/01/16	WUPD - Metro E	182.50
			7/01/16	WUPD - Telephone	82.34
		TURF DESIGN INC.	6/24/16	SUMMER APPLICATION	1,780.60
			6/24/16	RATHERT GRUB CONTROL	560.86
		DAVE'S ELECTRIC, INC.	6/24/16	REPLACE BAD OUTLETS, HERIT	356.84
			6/24/16	UPGRADE LIGHTS, RATHERT	380.17
		KANSAS GAS SERVICE	7/12/16	1017 1/2 W 5TH ST	31.26
		KANSAS PUBLIC EMPLOYEES	7/07/16	KPERS #1	643.10
			7/07/16	KPERS #2	228.60
		ROTHWELL LANDSCAPE INC	6/27/16	REPAIR SPRINKLER HEAD	102.24
				TOTAL:	12,042.22
SWIMMING POOL	GENERAL FUND	INTERNAL REVENUE SERVICE	7/07/16	SOCIAL SECURITY WITHHOLDIN	894.57
			7/07/16	MEDICARE WITHHOLDING	209.22
		CASH-WA DISTRIBUTING	6/21/16	CONCESSION FOOD, POOL	343.65
			6/28/16	CONCESSION FOOD, POOL	362.40
		COX BUSINESS SERVICES	7/01/16	Pool - Internet Connection	47.95
			7/01/16	Pool - Phone	35.87
		KANSAS GAS SERVICE	7/12/16	1017 W 5TH	36.05
		KANSAS PUBLIC EMPLOYEES	7/07/16	KPERS #2	45.71
		SNACK EXPRESS	6/24/16	CONCESSION FOOD, POOL	357.00
				TOTAL:	2,332.42
SPIN CITY	GENERAL FUND	INTERNAL REVENUE SERVICE	7/07/16	SOCIAL SECURITY WITHHOLDIN	239.49
			7/07/16	MEDICARE WITHHOLDING	56.02
		CASH-WA DISTRIBUTING	7/06/16	SODA,CLEANER,SOUR PUNCH	90.49
			7/06/16	SODA,CLEANER,SOUR PUNCH	5.00
			7/06/16	SODA,CLEANER,SOUR PUNCH	438.65
			7/06/16	DELIVERY FEE	5.00
		VERIZON WIRELESS	7/05/16	1084 SC MGR MARRS	52.67
		COX BUSINESS SERVICES	7/01/16	Spin City - Cable	100.58
			7/01/16	Spin City - Internet	47.95
			7/01/16	Spin City - Telephone	82.34
			7/01/16	SC - Metro E	182.50
		WILLGRATTEN PUBLICATIONS LLC	7/11/16	SPIN CITY ADVERTISEMENT	390.60
		KANSAS GAS SERVICE	7/12/16	915 S WASHINGTON	111.72
		KANSAS PUBLIC EMPLOYEES	7/07/16	KPERS #1	137.42
			7/07/16	KPERS #3	42.30
		SNACK EXPRESS	7/06/16	DRINKS,SANDWICHES	192.00
				TOTAL:	2,174.73
AIRPORT	GENERAL FUND	OLSSON ASSOCIATES	7/06/16	PROF SERVICES-THROUGH 6/11	1,125.00
		COX BUSINESS SERVICES	7/01/16	Airport - Internet Connect	47.95
		THE SIMMONS COMPANY	7/07/16	APPRAISAL HANGER 1 N	1,500.00
		KANSAS GAS SERVICE	7/12/16	540 W 18TH ST	35.37
				TOTAL:	2,708.32

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT				
GOLF COURSE	GENERAL FUND	INTERNAL REVENUE SERVICE	7/07/16	SOCIAL SECURITY WITHHOLDIN	491.84				
			7/11/16	SOCIAL SECURITY WITHHOLDIN	19.10				
			7/07/16	MEDICARE WITHHOLDING	115.02				
			7/11/16	MEDICARE WITHHOLDING	4.47				
			RMI	7/06/16	GOLF CART REPAIR PARTS	159.20			
			US FOOD SERVICE	7/07/16	US FOOD SERVICE	76.07			
			SITEONE LANDSCAPE SUPPLY HOLDING, LLC	7/11/16	IRRIGATION REPAIR PARTS	46.29			
			CENTURYLINK COMMUNICATION, INC.	7/05/16	GOLF COURSE	154.56			
			PING	7/06/16	SPECIAL ORDER MERCH	476.81			
			CONCORDIA TRACTOR	7/08/16	EQUIP REPAIR PARTS	484.00			
			COX BUSINESS SERVICES	7/01/16	TV Charges	17.22			
				7/01/16	Golf - Internet Connection	59.95			
				7/01/16	Golf - Metro E	194.42			
			JOHN BERNSTEIN	7/07/16	GOLF LESSONS	60.00			
			CROWN DISTRIBUTORS, INC.	7/06/16	BEER SUPPLY	264.33			
			YAMAHA MOTOR CORPORATION, U.S.A.	7/11/16	42 YDREM GOLF CARS	3,595.00			
			REINDER, INC.	7/11/16	REINDER, INC.	216.00			
			FLINT HILLS BEVERAGE LLC	7/06/16	BEER SUPPLY	355.26			
				7/06/16	BEER SUPPLY	125.01			
			FOOTJOY/TITLEIST	7/11/16	SPECIAL ORDER MERCH	128.00			
				7/06/16	SPECIAL ORDER MERCH	260.66			
			GEARY COUNTY RWD #4	7/06/16	RURAL WATER SUPPLY	50.66			
			KANSAS PUBLIC EMPLOYEES	7/07/16	KPERS #2	455.32			
				7/07/16	KPERS #3	53.00			
			NEX-TECH	7/06/16	GOLF COURSE	10.26			
			SNACK EXPRESS	7/06/16	FOOD/BEV SUPPLY	580.00			
				7/06/16	RETURNED BEV SUPPLY	20.50-			
				7/06/16	FOOD/BEV SUPPLY	28.00			
			VAN WALL EQUIPMENT	7/06/16	EQUIP PARTS FREIGHT	0.01			
				7/06/16	EQUIP REPAIR PARTS	236.50			
				7/06/16	EQUIP REPAIR PARTS	178.12			
				7/06/16	EQUIP REPAIR PARTS	72.03			
				7/06/16	EQUIP REPAIR PARTS	67.28			
					TOTAL:	9,013.89			
			AMBULANCE	GENERAL FUND	MILITARY OUTLET, L.C. INTERNAL REVENUE SERVICE	6/27/16	PATCH SEWING	6.00	
						7/07/16	SOCIAL SECURITY WITHHOLDIN	60.20	
						7/07/16	MEDICARE WITHHOLDING	674.17	
						CENTURYLINK COMMUNICATION, INC.	7/05/16	AMBULANCE	48.10
						VERIZON WIRELESS	6/30/16	IPAD-1	40.01
							6/30/16	IPAD-2	40.01
							6/30/16	IPAD-3	40.01
							6/30/16	IPAD 4 210-9839	40.01
							6/30/16	223-1237 (M3)	8.08
							6/30/16	223-1238 (M4)	5.65
							6/30/16	223-1240 (M2)	5.39
							6/30/16	223-1243 (M1)	6.96
						KA-COMM	6/15/16	FLASHLIGHT INSTALL, BOX/M5	262.20
COX BUSINESS SERVICES	6/27/16	REPAIR SIREN/M4				110.75			
	7/01/16	Phone Lines - Cox (50%)				77.24			
	7/01/16	Fire Station 2 - Metro E 5				91.25			
	7/01/16	Fire Station 2 - Phone 50%				65.11			
	DICK EDWARDS FORD	6/25/16				MIRROR/M2	257.82		
KANSAS GAS SERVICE	7/12/16	700 N JEFFERSON-JUN 2016				39.33			
KANSAS PUBLIC EMPLOYEES	7/07/16	KPERS #1				115.66			
	7/07/16	KP&F				9,646.45			

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT
		MOORE MEDICAL LLC	6/22/16	MEDICAL SUPPLIES	1,736.07
		MIKE'S FIRE EXT. SALES	6/24/16	ANNUAL SVC	52.65
		NAPA AUTO PARTS OF J.C.	6/17/16	EXHAUST GAS TEMP SENSOR/M3	109.86
		OMNI BILLING	7/07/16	AMBULANCE BILLING	3,418.13
				TOTAL:	16,957.11
ANIMAL SHELTER	GENERAL FUND	GEARY COUNTY CLERK	6/30/16	MAY 2016-ANIMAL SHELTER FE	8,403.94
				TOTAL:	8,403.94
COUNTY/INS ZONING SVCS	GENERAL FUND	CENTURYLINK COMMUNICATION, INC.	7/05/16	ZONING/COUNTY INSPECTION	14.80
		VERIZON WIRELESS	7/05/16	ZONING ADMINISTRATOR	35.80
		CENTURY BUSINESS TECHNOLOGIES	7/05/16	Copier Toner shipping	4.11
			7/08/16	Copier Toner Delivery	3.62
		COX BUSINESS SERVICES	7/01/16	Phone Lines - Cox	55.59
		WILLGRATTEN PUBLICATIONS LLC	7/11/16	BZAV 07-02-16	71.10
			7/11/16	DPA 07-01-16	75.80
			7/11/16	FB 07-01-16	75.80
			7/11/16	LS-HS-07-01-16	73.44
			7/11/16	Z-07-01-16	68.74
				TOTAL:	478.80
ENGINEERING	GENERAL FUND	INTERNAL REVENUE SERVICE	7/07/16	SOCIAL SECURITY WITHHOLDIN	18.16
			7/07/16	MEDICARE WITHHOLDING	4.25
		VERIZON WIRELESS	7/05/16	ENGINEERING ASSISTANT	32.24
		CENTURY BUSINESS TECHNOLOGIES	7/05/16	Copier Toner shipping	4.11
			7/08/16	Copier Toner Delivery	3.62
		COX BUSINESS SERVICES	7/01/16	Phone Lines - Cox	103.95
		DLT SOLUTIONS, INC	7/06/16	AutoCAD - Annual Maint 1 L	794.29
			7/06/16	AutoCAD - Annual Maint 1 L	794.29
			7/06/16	AutoCAD - Annual Maint 1 L	794.29
		KANSAS PUBLIC EMPLOYEES	7/07/16	KPERS #2	33.46
				TOTAL:	2,582.66
CODES ENFORCEMENT	GENERAL FUND	INTERNAL REVENUE SERVICE	7/07/16	SOCIAL SECURITY WITHHOLDIN	450.87
			7/07/16	MEDICARE WITHHOLDING	105.44
		CENTURYLINK COMMUNICATION, INC.	7/05/16	CODE ENFORCEMENT	37.00
		VERIZON WIRELESS	7/05/16	SENIOR INSPECTOR	32.24
			7/05/16	INSPECTOR INSPECTOR	32.24
			7/05/16	INSPECTORS IPAD2	40.01
			7/05/16	SENIOR INSPECTOR IPAD2	40.01
			7/05/16	INSPECTORS1 INSPECTORS	78.23
			7/05/16	INSPECTORS2 INSPECTORS	32.24
			7/05/16	INSPECTOR1 IPAD4	590.00
			7/05/16	INSPECTOR2 IPAD4	590.00
		CHAMPIONS CAR AND TRUCK WASH	7/11/16	BUILDING & CODES JUNE 201	19.92
		CENTURY BUSINESS TECHNOLOGIES	7/05/16	Copier Toner shipping	4.11
			7/08/16	Copier Toner Delivery	3.61
		COX BUSINESS SERVICES	7/01/16	Phone Lines - Cox	87.83
		F & R SERVICES	7/11/16	1173 ST MARYS RD	77.18
			7/11/16	201 E ELM ST	77.18
			7/11/16	520 S WASHINGTON ST	77.18
			7/11/16	928 W 5TH ST	38.59
			7/11/16	505 W 6TH ST	77.18
			7/11/16	814 WINDWOOD DR	77.18
			7/11/16	1740 N MONROE ST	355.41
			7/11/16	1755 N MONROE ST	77.18

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT_
			7/11/16	1729 N MONROE ST	77.18
			7/11/16	1907 EHLERS CT	77.18
			7/11/16	2814 BROOKE BEND	105.94
			7/11/16	134-146 FULLER CIR	158.84
			7/11/16	904 W 14TH ST	77.18
			7/11/16	1734 BEL AIR DR	38.59
			7/11/16	323 W 9TH ST	77.18
			7/11/16	730 W 13TH ST	38.59
			7/11/16	229 W 15TH ST	38.59
			7/11/16	333 W 15TH ST	38.59
			7/11/16	335 W 15TH ST	38.59
			7/11/16	1525 N MADISON ST	77.62
			7/11/16	1103 W 17TH ST	77.18
			7/11/16	1524 N MADISON ST	77.18
			7/11/16	411 W 18TH ST	77.18
			7/11/16	2016 CUSTER RD	77.18
			7/11/16	2317 BROOKE BEND	38.59
			7/11/16	2323 BROOKE BEND	38.59
			7/11/16	2329 BROOKE BEND	38.59
			7/11/16	2314 BROOKE BEND	77.18
			7/11/16	2318 BROOKE BEND	38.59
			7/11/16	2324 BROOKE BEND	38.59
			7/11/16	2103 QUAIL RUN	77.18
			7/11/16	1841 LYDIA LN	77.18
			7/11/16	1845 LYDIA LN	38.59
			7/11/16	1902 LYDIA LN	38.59
			7/11/16	1908 LYDIA LN	38.59
			7/11/16	1914 LYDIA LN	77.18
			7/11/16	1830 LYDIA LN	77.18
			7/11/16	2120 QUAIL RUN	77.18
			7/11/16	2112 QUAIL RUN	38.59
			7/11/16	1808 NICOLE LN	77.18
			7/11/16	2207 DEER TRAIL	77.18
			7/11/16	1908 KATIE ROSE TRAIL	77.18
			7/11/16	1934 KATIE ROSE TRAIL	38.59
			7/11/16	1902 CUSTER RD	77.18
			7/11/16	406 W 13TH ST	38.59
			7/11/16	1513 CUSTER RD	38.59
			7/11/16	1517 CUSTER RD	38.59
			7/11/16	2218 THOMPSON CT	77.18
			7/11/16	701 N MONROE ST	77.18
			7/11/16	625 N MIER RD	268.94
			7/11/16	520 W 5TH ST	77.18
			7/11/16	520 S ADMAS	77.18
			7/11/16	125 E ELM ST	77.18
			7/11/16	612 S CLAY ST	77.18
			7/11/16	309 SUSAN ST	77.18
			7/11/16	CORNER OF 77 & MCFARLAND	38.59
		KANSAS PUBLIC EMPLOYEES	7/07/16	KPERS #1	492.43
			7/07/16	KPERS #2	122.31
			7/07/16	KPERS #3	120.26
				TOTAL:	7,009.88
POLICE	GENERAL FUND	INTERNAL REVENUE SERVICE	7/07/16	SOCIAL SECURITY WITHHOLDIN	69.81
			7/07/16	SOCIAL SECURITY WITHHOLDIN	812.61
			7/07/16	SOCIAL SECURITY WITHHOLDIN	1,304.14

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT_
			7/07/16	SOCIAL SECURITY WITHHOLDIN	537.21
			7/07/16	MEDICARE WITHHOLDING	16.33
			7/07/16	MEDICARE WITHHOLDING	190.05
			7/07/16	MEDICARE WITHHOLDING	1,916.27
			7/07/16	MEDICARE WITHHOLDING	227.87
			7/07/16	MEDICARE WITHHOLDING	3.85
		CENTURYLINK COMMUNICATION, INC.	7/05/16	POLICE/DISPATCH	404.20
			7/05/16	PD-JUNE 2016 (PHONE BILL)	1,010.74
		VERIZON WIRELESS	7/01/16	PD CELL JUNE 2016	981.85
			7/05/16	CM-SETTLEMENT-3258	318.68-
			7/05/16	PD-JUNE 2016(CELL) PD FLEE	32.24
		BUD'S WRECKER SERVICE	7/06/16	70366 TOWING FEES #212	50.00
		CEDAR POINT CAR WASH	7/06/16	VEHICLE WASHES	200.00
			7/06/16	VEHICLE WASHES	200.00
			7/06/16	VEHICLE WASHES	200.00
		CENTURY BUSINESS TECHNOLOGIES	7/01/16	Records Copier	157.50
			7/01/16	Investigations Copier	157.50
		STAPLES ADVANTAGE	7/06/16	3306460979 TOWELS,LINERS	143.99
		U.S. CELLULAR	7/11/16	0144050924 DATA PLANS	35.98
		CONTINENTAL PROFESSIONAL LAUNDRY	7/06/16	124821 UNIFORM CLEANING	5.55
			7/06/16	124822 UNIFORM CLEANING	22.20
			6/28/16	124827 UNIFORM CLEANING	55.50
			6/29/16	124836 UNIFORM CLEANING	14.80
			7/01/16	124846 UNIFORM CLEANING	14.80
			7/06/16	124915 UNIFORM CLEANING	7.40
			7/06/16	124916 UNIFORM CLEANING	16.65
			7/06/16	124922 UNIFORM CLEANING	101.75
			7/11/16	124925 UNIFORM CLEANING	44.40
		KA-COMM	7/11/16	140280 RADAR #206	27.50
			7/11/16	140281 SHOTGUN LOCK #208	27.50
			7/11/16	140282 GUN MOUNT #204	27.50
			7/11/16	140284 GUN MOUNT/RADIO	27.50
			7/11/16	140285 GUN MOUNT #204	39.50
			7/11/16	140461 DATA BACKBONE SYSTE	150.00
			7/11/16	140461 DATA BACKBONE SYSTE	150.00
		COX BUSINESS SERVICES	7/01/16	City - Fiber Internet	3,000.00
			7/01/16	TV Charges	3,486.35
		A HOMESTEAD WRECKER	7/11/16	537 TOWING FEES #16-2605	140.00
		WILLGRATTEN PUBLICATIONS LLC	7/11/16	BIDS JCPD LOBBY REMODEL	42.88
		GALLS INC	7/11/16	5663733 UNIFORMS #120	486.65
		GEARY COUNTY SHERIFF	7/08/16	JAIL EXPENSE JUNE 2016	28,750.00
		SECURITY SOLUTIONS INC	7/06/16	83269 OVERHEAD DOOR CONTAC	110.00
		KANSAS GAS SERVICE	7/12/16	312 E 9TH	55.98
			7/12/16	210 E 9TH	71.21
		WESTAR ENERGY	7/12/16	239 E 9TH-JUNE 2016	189.20
		KANSAS PUBLIC EMPLOYEES	7/07/16	KPERS #1	192.34
			7/07/16	KPERS #1	947.53
			7/07/16	KPERS #1	659.00
			7/07/16	KP&F	360.86-
			7/07/16	KP&F	360.86-
			7/07/16	KP&F	4,323.98-
			7/07/16	KP&F	4,323.97-
			7/07/16	KP&F	4,684.31
			7/07/16	KP&F	4,684.31
			7/07/16	KP&F	25,313.73
			7/07/16	KP&F	1,484.21

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT_
			7/07/16	KP&F	55.22
			7/07/16	KPERS #2	519.70
			7/07/16	KPERS #2	118.21
			7/07/16	KPERS #2	158.24
			7/07/16	KPERS #3	107.33
			7/07/16	KPERS #3	539.28
			7/07/16	KPERS #3	60.59
		LEAGUE OF KANSAS MUNICIPALITIES	7/06/16	AD FOR FIRE CHIEF/POLICE C	140.00
		NEX-TECH	7/06/16	POLICE/DISPATCH	16.96
		THE PRINTERY	7/06/16	25950 PD CONTACT CARDS	450.00
		SERVICEMASTER	7/06/16	5145 JUL 16 PD JANITORIAL	798.00
				TOTAL:	76,957.57
FIRE	GENERAL FUND	INTERNAL REVENUE SERVICE	7/07/16	SOCIAL SECURITY WITHHOLDIN	29.65
			7/07/16	MEDICARE WITHHOLDING	963.97
		CENTURYLINK COMMUNICATION, INC.	7/05/16	FIRE	48.10
		VERIZON WIRELESS	6/30/16	209-0124 (STN 2 CAPT)	5.25
			6/30/16	209-0255 (BC)	51.92
			6/30/16	209-0668 (STN 1 CAPT)	5.19
		DANKO EMERGENCY EQUIPMENT CO.	6/29/16	BUNKER GEAR NAME PATCH/ROO	65.66
		KA-COMM	6/21/16	RADIO INSTALL/E2	769.83
		CONRAD FIRE EQUIPMENT	6/30/16	SHUT OFF HANDLE/NOZZLE	28.63
		COX BUSINESS SERVICES	7/01/16	Phone Lines - Cox (50%)	77.24
			7/01/16	TV Charges - FS2	67.93
			7/01/16	Fire Station 2 - Metro E 5	91.25
			7/01/16	Fire Station 2 - Phone 50%	65.11
			7/01/16	TV Charges - FS1	82.78
		KANSAS GAS SERVICE	7/12/16	700 N JEFFERSON-JUN 2016	39.34
			7/12/16	2245 LACY DR-FIRE	89.85
		KANSAS PUBLIC EMPLOYEES	7/07/16	KPERS #1	56.96
			7/07/16	KP&F	13,971.81
		LEAGUE OF KANSAS MUNICIPALITIES	7/06/16	AD FOR FIRE CHIEF/POLICE C	140.00
		MIKE'S FIRE EXT. SALES	6/24/16	ANNUAL SVC	120.30
		NAPA AUTO PARTS OF J.C.	6/08/16	TIE ROD ENDS/522	226.06
			6/15/16	WHEEL BEARING & HUB AMBLY/	242.58
				TOTAL:	17,239.41
STREET	GENERAL FUND	INTERNAL REVENUE SERVICE	7/07/16	SOCIAL SECURITY WITHHOLDIN	1,086.77
			7/07/16	MEDICARE WITHHOLDING	254.17
		O'REILLY AUTO PARTS	7/07/16	PWR WNDW SWTCH-#724	121.28
			7/07/16	#646 WIPER BLADE	38.74
			7/07/16	#681 OIL FILTER	22.62
		BAYER CONSTRUCTION CO.	6/28/16	15 TNS OF ASPHLT-DEERTRAIL	770.22
			7/01/16	19.5 TNS ASPHALT-DEERFIELD	1,011.92
			7/06/16	7 TNS ASPHALT-ELMDALE WM E	353.60
			7/07/16	11.5 TNS-ELMDALE - WM ENTR	618.84
		VERIZON WIRELESS	7/05/16	IBARRA-223-1232	51.92
			7/05/16	223-1241--UTILITY 1	25.98
			7/05/16	ON CALL-223-1508	25.98
			7/05/16	ROETHER-375-8899	62.41
			7/05/16	BERGMAN-761-5218	25.98
			7/05/16	HORN-761-5254	27.97
			7/05/16	HALL-761-5396	25.98
			7/05/16	LEWIS-761-5415	51.92
			7/05/16	TENORIO-761-5450	26.48
		FOLEY EQUIPMENT	7/08/16	#689 ENGINE WORK	1,466.92

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT
		UNIVERSAL LUBRICANTS, LLC	7/05/16	FINANCE CHARGE - 6/30/16	27.72
		VANDEBILTS	7/05/16	ROETHER BOOTS 2016	150.00
		SHILLING ASPHALT INC	6/18/16	26 TNS ASPHALT-MAD/SPRUCE	1,524.60
		MIDWEST CONCRETE MATERIALS	6/22/16	17TH/WW - 12CY AND 10 BAGS	1,533.00
		J & A TRAFFIC PRODUCTS	7/05/16	10' POSTS	4,400.00
			7/05/16	SHORTIES	1,852.50
		CENTRAL POWER SYSTEMS & SERVICES	7/08/16	#660 AXLE	872.24
			6/30/16	DOT AB M-SWL EL - 10	47.73
			7/01/16	FACEPLATE DISCONNECT SWITC	80.68
			7/06/16	BRACKET FOR #661T	107.54
			7/06/16	#689 LUBE SPIN	21.52
		COX BUSINESS SERVICES	7/01/16	Public Works - Metro E - 2	45.63
			7/01/16	Public Works - Telephone -	56.90
		PROSEAL	7/08/16	TACK OIL	1,777.50
		CLASS C SOLUTIONS GROUP	6/28/16	FLEET SHOP PIECES	293.75
		TLC MOBILE SERVICES	6/22/16	#689 TOW	250.00
		DAVE'S ELECTRIC, INC.	7/07/16	SE ASH LIGHTS	156.00
			7/07/16	CHESTNUT RNDABT LIGHTS	190.52
		WILLGRATTEN PUBLICATIONS LLC	7/11/16	BIDS BULK DEICING SALT	40.53
			7/11/16	BIDS BULK FLUIDS FLEET	40.53
		FACTORY MOTOR PARTS	6/29/16	BATTERY - STOCK	103.21
		F & R SERVICES	7/11/16	600 BLOCK E 7TH ST-ROW	16.54
			7/11/16	603 SKYLINE DRIVE	11.03
			7/11/16	714 SKYLINE DRIVE	11.03
			7/11/16	GOLDENBELT BLVD-ROW	330.75
			7/11/16	ASH ST(600 BLK-HGLND CEMET	16.54
			7/11/16	DITCH BTWN 100 BLK EVINE&E	16.54
			7/11/16	EAST 6TH ST PARKING LOT	16.54
			7/11/16	EAST 6TH ST ROW	551.25
			7/11/16	E CHESTNUT-ROW @ UPRR TRAC	55.13
			7/11/16	FIRE STATION #2 - INCLDE F	115.50
			7/11/16	LACY DRIVE	110.25
			7/11/16	MEADOW LANE ROW	16.54
			7/11/16	ST MARYS ROAD ROW(CHURCH)	33.08
			7/11/16	VACANT DRAINAGE DITCH-RILE	16.54
			7/11/16	INDUSTRIAL PARK ROW	55.13
			7/11/16	E ASH ST UPRR TRCKS(ELKS-E	147.00
			7/11/16	SVR ROW (FIRE STATION 2 SI	82.69
			7/11/16	SVR ADDITION ISLANDS	88.20
			7/11/16	STRAUSS BLVD ISLANDS & R/W	330.75
			7/11/16	I 70 ROW - S WASHINGTON	661.50
			7/11/16	SOUTH JACKSON ST DRAINAGE	33.08
			7/11/16	ASH ST FROM CHESTNUT SOUTH	253.58
			7/11/16	136 E 3RD	33.08
			7/11/16	225 E 3RD	33.08
			7/11/16	6TH ST UNDERPASS	110.25
			7/11/16	SANDUSKY ROW	82.69
			7/11/16	THE BLUFFS AREA	110.25
			7/11/16	TOM NEAL INDUSTRIAL PARK A	275.63
			7/11/16	SOUTHWIND/KJCK EAST TO TOW	165.38
			7/11/16	CHADWICK COURT PROPERTY	16.54
			7/11/16	HOLLY LANE ISLAND	16.54
			7/11/16	SVR-R/W - K-18 TO RR	551.25
			7/11/16	ENTRANCE TO SUTTERWOODS @	66.15
			7/11/16	GRANT AVE ISLANDS	165.38
			7/11/16	WESTWOOD BLVD ISLANDS	165.38

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT_
		KEY OFFICE PRODUCTS	7/01/16	BINDERS	151.85
		KANSAS GAS SERVICE	7/12/16	2324 N JACKSON-JUN 2016	37.66
			7/12/16	2324 1/2 N JACKSON	36.05
		WESTAR ENERGY	7/06/16	601 E CHESTNUT-ST LIGHT	396.22
			7/06/16	1423 N WASHINGTON-ST LIGHT	23.97
			7/06/16	2631 OAKWOOD-SIREN	23.84
			7/12/16	ST LIGHTS-JUNE 2016	29,484.77
		KANSAS PUBLIC EMPLOYEES	7/07/16	KPERS #1	148.41
			7/07/16	KPERS #2	728.62
			7/07/16	KPERS #3	529.52
		MATHESON TRI-GAS INC	6/30/16	SUNDOWN SALUTE WELD SUPP	18.56
		NAPA AUTO PARTS OF J.C.	6/09/16	MUD FLAPS	24.18
			7/06/16	OIL FILTER FOR #689	7.67
			7/06/16	OIL FILTERS FOR #689	12.59
			7/07/16	SERVICE CHARGE 063016	19.94
		CRAFCO, INC.	7/08/16	GLASS BEADS	1,000.00
		CINTAS #451	6/28/16	WKLY MATS AND TOWELS	34.27
			7/05/16	WKLY MATS AND TOWELS	34.37
		VICTOR L PHILLIPS CO	7/08/16	ROLLER RENTAL	1,868.00
		ENGSTROM'S WELDING	6/28/16	#621, #896 BACKHOE BUSH DR	50.00
				TOTAL:	59,033.08
COURT	GENERAL FUND	INTERNAL REVENUE SERVICE	7/07/16	SOCIAL SECURITY WITHHOLDIN	367.01
			7/07/16	SOCIAL SECURITY WITHHOLDIN	240.80
			7/07/16	MEDICARE WITHHOLDING	85.83
			7/07/16	MEDICARE WITHHOLDING	56.32
		CENTURYLINK COMMUNICATION, INC.	7/05/16	MUNICIPAL COURT	43.45
		VERIZON WIRELESS	7/05/16	323-7174-CITY ATTORNEY	51.92
		CLARK & PLATT, CHTD.	7/05/16	LEGAL FEES CRT APPT	250.00
			7/05/16	LEGAL FEES CRT APPT	250.00
			7/05/16	LEGAL FEES CRT APPT	250.00
			7/05/16	LEGAL FEES CRT APPT	250.00
			7/05/16	LEGAL FEES CRT APPT	250.00
		PURVIS LAW OFFICE LLC	6/29/16	CRT APPT LEGAL FEES	250.00
		JOSHUA DOUGLASS	7/06/16	PAYMENT EVERY TWO WEEKS	2,500.00
		COX BUSINESS SERVICES	7/01/16	Phone Lines - Cox	138.35
		KEY OFFICE PRODUCTS	7/06/16	TONER, FILE FOLDERS	456.61
			7/12/16	BOX, STORAGE, TOWELS, TISSUE	82.36
			6/28/16	OFFICE SUPPLIES	82.36
		KANSAS GAS SERVICE	7/12/16	701 N JEFFERSON-JUN 2016	44.90
		KANSAS PUBLIC EMPLOYEES	7/07/16	KPERS #1	583.45
			7/07/16	KPERS #1	110.59
			7/07/16	KPERS #2	208.67
		CINTAS #451	6/30/16	RUGS AND MATS	29.47
		MISC	6/28/16	GLEEN OQUIST Cash Refund:16-02563 -01	140.00
			7/05/16	MARGARET D WILKINSON Cash Refund:TT135033 -01	30.00
				TOTAL:	6,752.09
JC OPERA HOUSE	GENERAL FUND	CENTURYLINK COMMUNICATION, INC.	7/05/16	OPERA HOUSE	37.00
				TOTAL:	37.00
RECREATION	GENERAL FUND	INTERNAL REVENUE SERVICE	7/07/16	SOCIAL SECURITY WITHHOLDIN	230.83
			7/07/16	MEDICARE WITHHOLDING	54.00
		CENTURYLINK COMMUNICATION, INC.	7/05/16	RECREATION	83.10
		VERIZON WIRELESS	7/05/16	3067 REC MGR SWIHART	51.92
		STAPLES ADVANTAGE	6/25/16	4 COLOR TONER CARTRIDGES	392.96

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT_
		EAGLE COMMUNICATIONS	6/30/16	JC POST AD	120.00
		COX BUSINESS SERVICES	7/01/16	12th St Internet Connectio	47.95
			7/01/16	12th Street Metro E	182.50
			7/01/16	12th Street Phones	82.34
		INTERSTATE GLASS CO.	6/20/16	REPLACE WINDOW	377.20
		KANSAS GAS SERVICE	7/12/16	1002 W 12TH	62.97
		KANSAS PUBLIC EMPLOYEES	7/07/16	KPERS #2	130.38
		CINTAS #451	7/06/16	GRAY MATS 12TH ST	50.20
				TOTAL:	1,866.35
EMERGENCY SHELTER	GRANTS	OPEN DOOR COMM. HOUSE	7/11/16	ESG JUNE 2016 GRANT REIMBU	3,875.90
				TOTAL:	3,875.90
FAA GRANT	GRANTS	OLSSON ASSOCIATES	7/06/16	PROF SERVICES-THROUGH 6/11	1,125.00
				TOTAL:	1,125.00
NON-DEPARTMENTAL	WATER FUND	INTERNAL REVENUE SERVICE	7/07/16	FEDERAL WITHHOLDING	1,291.30
			7/07/16	SOCIAL SECURITY WITHHOLDIN	903.42
			7/07/16	MEDICARE WITHHOLDING	211.27
		CARVER & BLANTON SHEA	7/07/16	GARNISHMENT	61.25
		KANSAS PAYMENT CENTER	7/07/16	GARNISHMENT	60.00
		H KENT HOLLINS	7/07/16	GARNISHMENT	87.42
		GREAT WEST FINANCIAL	7/07/16	GREAT WEST FINANCIAL	198.68
		ACCOUNT RECOVERY SPECIALISTS, INC.	7/07/16	GARNISHMENT	3.75
		KANSAS DEPT OF REVENUE	7/07/16	STATE WITHHOLDING	454.33
		KANSAS PUBLIC EMPLOYEES	7/07/16	KPERS #1	280.26
			7/07/16	KPERS #2	414.83
			7/07/16	KPERS #3	242.40
		CITY OF JC FLEX SPENDING ACCT 1074334	7/07/16	FLEX SPENDING-1074334	185.00
		FLEXIBLE SPENDING ACCOUNT #1074334	7/07/16	DEPENDENT CARE ACCT 10743	27.08
				TOTAL:	4,420.99
WATER DISTRIBUTION	WATER FUND	INTERNAL REVENUE SERVICE	7/07/16	SOCIAL SECURITY WITHHOLDIN	386.24
			7/07/16	MEDICARE WITHHOLDING	90.35
		BAYER CONSTRUCTION CO.	7/05/16	2 TNS ASPHALT-400 W 15TH	119.08
		MIDWEST CONCRETE MATERIALS	6/22/16	405 W 12TH - UTLTY RPR-1 C	175.50
			6/29/16	415 W 15TH-I CY	175.50
		KANSAS ONE-CALL SYSTEMS, INC.	6/30/16	DIG SAFE LOCATES FOR JUNE2	181.00
		CENTRAL POWER SYSTEMS & SERVICES	7/08/16	#660 AXLE	436.12
			6/30/16	DOT AB M-SWL EL - 10	39.78
			7/01/16	FACEPLATE DISCONNECT SWITC	67.23
			7/06/16	RBR HUMP - #930	11.70
		CLASS C SOLUTIONS GROUP	6/28/16	FLEET SHOP PIECES	244.79
		SUBSURFACE SOLUTIONS	7/06/16	LINE DETECTOR	2,744.74
		HD SUPPLY WATERWORKS, LTD	6/23/16	HYDRANT EXTENSION KIT	535.05
		KEY OFFICE PRODUCTS	7/01/16	BINDERS	108.60
		KANSAS GAS SERVICE	7/12/16	2324 N JACKSON-JUN 2016	37.67
		KANSAS PUBLIC EMPLOYEES	7/07/16	KPERS #1	74.04
			7/07/16	KPERS #2	462.41
			7/07/16	KPERS #3	59.49
		NAPA AUTO PARTS OF J.C.	6/09/16	MUD FLAPS	12.09
		THE PRINTERY	6/23/16	MAP LAMINATION - S/W LINES	162.56
		CINTAS #451	6/28/16	WKLY MATS AND TOWELS	28.70
			7/05/16	WKLY MATS AND TOWELS	28.65
		SENSUS METERING SYSTEMS	7/11/16	AUTO READ SUPPORT PROGRAM	1,665.98
		ENGSTROM'S WELDING	6/28/16	#621, #896 BACKHOE BUSH DR	25.00

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT
				TOTAL:	7,872.27
WATER PLANT	WATER FUND	F & R SERVICES	7/11/16	WATER TOWER-SPRUCE ST	55.13
			7/11/16	WATER TOWER-WEST ASH ST	44.10
		VEOLIA WATER NORTH AMERICA	6/09/16	WATER UTILITY	87,916.67
			6/09/16	WTR MONTHLY R & M FEE	18,500.00
				TOTAL:	106,515.90
WATER ADMINISTRATION	WATER FUND	INTERNAL REVENUE SERVICE	7/07/16	SOCIAL SECURITY WITHHOLDIN	517.21
			7/07/16	MEDICARE WITHHOLDING	120.96
		CENTURYLINK COMMUNICATION, INC.	7/05/16	WATER ADMINISTRATION	110.11
		VERIZON WIRELESS	7/05/16	209-1393=METER READER	32.24
			7/05/16	210-9199=METER READER	32.24
			7/05/16	223-2321-Meter Reader 3	32.24
			7/05/16	223-1358=CITY TREASURER	51.92
			7/05/16	307-8209=IPAD, Meter Reade	40.01
			7/05/16	307-8254=IPAD, Meter Reade	40.01
		COX BUSINESS SERVICES	7/01/16	TV Charges	16.00
			7/01/16	Phone Lines - Cox	206.22
		BRINKS INCORPORATED	7/12/16	JUNE 1 2016-JUNE 30 2016	167.44
		KANSAS GAS SERVICE	7/12/16	900 W SPRUCE	31.94
			7/12/16	2232 W ASH TOWER	31.26
		KANSAS PUBLIC EMPLOYEES	7/07/16	KPERS #1	356.87
			7/07/16	KPERS #2	174.89
			7/07/16	KPERS #3	294.40
		PITNEY BOWES PURCHASE POWER	7/12/16	WATER-JUN 2016 POSTAGE REF	750.00
		PITNEY BOWES	7/06/16	WATER PORTION OF BILL	3,040.50
		POSTMASTER	6/30/16	JUNE 2016-POSTAGE MACHINE	2,500.00
		THE PRINTERY	7/06/16	WATER-WINDOW ENV. W/IMPRIN	494.50
		CINTAS #451	7/12/16	SCRAPER/BROWN MAT	68.82
		XEROX CORPORATION	7/01/16	Water Dept Copier	177.39
				TOTAL:	9,287.17
NON-DEPARTMENTAL	SEWER FUND	INTERNAL REVENUE SERVICE	7/07/16	FEDERAL WITHHOLDING	1,142.17
			7/07/16	SOCIAL SECURITY WITHHOLDIN	823.97
			7/07/16	MEDICARE WITHHOLDING	192.73
		CARVER & BLANTON SHEA	7/07/16	GARNISHMENT	61.26
		KANSAS PAYMENT CENTER	7/07/16	GARNISHMENT	60.00
		H KENT HOLLINS	7/07/16	GARNISHMENT	87.42
		GREAT WEST FINANCIAL	7/07/16	GREAT WEST FINANCIAL	199.86
		ACCOUNT RECOVERY SPECIALISTS, INC.	7/07/16	GARNISHMENT	3.75
		KANSAS DEPT OF REVENUE	7/07/16	STATE WITHHOLDING	415.51
		KANSAS PUBLIC EMPLOYEES	7/07/16	KPERS #1	283.15
			7/07/16	KPERS #2	390.69
			7/07/16	KPERS #3	185.10
		CITY OF JC FLEX SPENDING ACCT 1074334	7/07/16	FLEX SPENDING-1074334	178.95
		FLEXIBLE SPENDING ACCOUNT #1074334	7/07/16	DEPENDENT CARE ACCT 10743	27.08
				TOTAL:	4,051.64
WATER DISTRIBUTION	SEWER FUND	VERIZON WIRELESS	7/05/16	ROGERS-761-5094	25.98
			7/05/16	761-5237-DEPT	25.98
			7/05/16	761-5283--STREET 5	25.98
			7/05/16	HAYHURST-761-5293	26.29
		COX BUSINESS SERVICES	7/01/16	Public Works - Metro E - 2	45.62
			7/01/16	Public Works - Telephone -	56.90
				TOTAL:	206.75

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT_				
SEWER DISTRIBUTION	SEWER FUND	INTERNAL REVENUE SERVICE	7/07/16	SOCIAL SECURITY WITHHOLDIN	390.38				
			7/07/16	MEDICARE WITHHOLDING	91.28				
		VERIZON WIRELESS	7/05/16	MARSTON-761-5354	25.98				
			7/05/16	761-5373-DEPT	25.98				
		KANSAS ONE-CALL SYSTEMS, INC.	6/30/16	DIG SAFE LOCATES FOR JUNE2	181.00				
			CENTRAL POWER SYSTEMS & SERVICES	7/08/16	#660 AXLE	436.12			
				6/30/16	DOT AB M-SWL EL - 10	39.77			
			7/01/16	FACEPLATE DISCONNECT SWITC	67.23				
			7/06/16	RBR HUMP - #930	11.69				
		COX BUSINESS SERVICES	7/01/16	Public Works - Metro E - 2	45.62				
			7/01/16	Public Works - Telephone -	56.90				
		CLASS C SOLUTIONS GROUP	6/28/16	FLEET SHOP PIECES	244.79				
			7/06/16	LINE DETECTOR	2,744.73				
		SUBSURFACE SOLUTIONS	7/01/16	BINDERS	108.60				
		KEY OFFICE PRODUCTS	7/12/16	2324 N JACKSON-JUN 2016	37.67				
		KANSAS GAS SERVICE	7/06/16	1452 CANDLELIGHT LIFT PUMP	31.07				
		WESTAR ENERGY	7/06/16	1121 CYPRESS-LIFT PUMP	34.61				
			7/06/16	100 HOOVER LIFT PUMP	128.24				
			7/06/16	1935 NORTHWIND-LIFT PUMP	39.27				
			7/06/16	630 E ST LIFT PUMP	29.85				
			7/06/16	400 E CHESTNUT LIFT PUMP	101.79				
			7/06/16	2309 N JACKSON- LIFT PUMP	25.84				
			7/06/16	948 GRANT AVE LIFT PUMP	27.51				
			7/06/16	1001 GOLDENBELT LIFT PUMP	29.84				
			7/06/16	500 E ASH LIFT PUMP	186.48				
			7/06/16	1701 GOLDENBELT BLVD LIFT	32.84				
		KANSAS PUBLIC EMPLOYEES	7/07/16	KPERS #1	74.04				
			7/07/16	KPERS #2	431.33				
			7/07/16	KPERS #3	92.99				
		NAPA AUTO PARTS OF J.C.	6/09/16	MUD FLAPS	12.09				
			6/23/16	MAP LAMINATION - S/W LINES	162.57				
		THE PRINTERY	6/28/16	WKLY MATS AND TOWELS	28.70				
		CINTAS #451	7/05/16	WKLY MATS AND TOWELS	28.65				
		ENGSTROM'S WELDING	6/28/16	#621, #896 BACKHOE BUSH DR	25.00				
				TOTAL:	6,030.45				
		SEWER ADMINISTRATION	SEWER FUND	INTERNAL REVENUE SERVICE	7/07/16	SOCIAL SECURITY WITHHOLDIN	433.56		
					7/07/16	MEDICARE WITHHOLDING	101.39		
				KANSAS PUBLIC EMPLOYEES	7/07/16	KPERS #1	361.32		
					7/07/16	KPERS #2	168.94		
					7/07/16	KPERS #3	173.15		
				PITNEY BOWES PURCHASE POWER	7/12/16	SEWER-JUN 2016 POSTAGE REF	750.00		
					PITNEY BOWES	7/06/16	SEWER PORTION OF BILL	3,040.50	
				POSTMASTER	6/30/16	JUNE 2016-POSTAGE MACHINE	2,500.00		
				THE PRINTERY	7/06/16	SEWER-WINDOW ENV. W/IMPRIN	494.50		
						TOTAL:	8,023.36		
				WASTEWATER PLANTS	SEWER FUND	F & R SERVICES	7/11/16	EASH ASH ST LIFT STATION	55.13
							7/11/16	SWWW T PLANT	341.25
VEOLIA WATER NORTH AMERICA	6/09/16	WASTEWATER UTILITY	122,875.00						
	6/09/16	WW MONTHLY R & M FEE	39,416.67						
	TOTAL:	162,688.05							
FEDERAL ASSET SHARING	FEDERAL EQUITABLE	TYLER TECHNOLOGIES	7/06/16	48697 DATA FILE CONV TRAV	560.00				
			7/06/16	48725 DATA FILE CONV TRAV	589.86				
			7/06/16	49839 CAD AVL & MOBILE SOF	13,251.00				

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT
				TOTAL:	14,400.86
NON-DEPARTMENTAL	STORM WATER	INTERNAL REVENUE SERVICE	7/07/16	FEDERAL WITHHOLDING	187.24
			7/07/16	SOCIAL SECURITY WITHHOLDIN	140.73
			7/07/16	MEDICARE WITHHOLDING	32.91
		GREAT WEST FINANCIAL	7/07/16	GREAT WEST FINANCIAL	64.64
		KANSAS DEPT OF REVENUE	7/07/16	STATE WITHHOLDING	71.80
		KANSAS PUBLIC EMPLOYEES	7/07/16	KPERS #1	75.60
			7/07/16	KPERS #2	59.49
			7/07/16	KPERS #3	18.20
		CITY OF JC FLEX SPENDING ACCT 1074334	7/07/16	FLEX SPENDING-1074334	43.44
		FLEXIBLE SPENDING ACCOUNT #1074334	7/07/16	DEPENDENT CARE ACCT 10743	13.54
				TOTAL:	707.59
STORM WATER ADMINISTRA	STORM WATER	INTERNAL REVENUE SERVICE	7/07/16	SOCIAL SECURITY WITHHOLDIN	140.71
			7/07/16	MEDICARE WITHHOLDING	32.90
		KANSAS PUBLIC EMPLOYEES	7/07/16	KPERS #1	116.35
			7/07/16	KPERS #2	91.30
			7/07/16	KPERS #3	24.42
		PITNEY BOWES PURCHASE POWER	7/12/16	ST WTR-JUN 2016 POSTAGE RE	750.00
		POSTMASTER	6/30/16	JUNE 2016-POSTAGE MACHINE	2,500.00
				TOTAL:	3,655.68
STORM WATER DISTRIBUTI	STORM WATER	CINTAS #451	6/28/16	WKLY MATS AND TOWELS	11.46
			7/05/16	WKLY MATS AND TOWELS	11.46
				TOTAL:	22.92
ECONOMIC DEVELOPMENT	ECONOMIC DEVELOPME	EMPRISE BANK	6/27/16	IRB-PMT 2031 SPR VLY RD-FE	18,451.23
			6/27/16	IRB-PMT 2031 SPR VLY RD-FE	11,191.97
				TOTAL:	29,643.20
SPECIAL HIGHWAY	SPECIAL HIGHWAY FU	CENTURYLINK COMMUNICATION, INC.	7/05/16	ENGINEERING	37.00
		KANSAS DEPT OF TRANSPORTATION	6/27/16	RUCKER RD	94,000.00
			6/27/16	LACY DR/ARMOUR ECK INTERSE	86,666.67
			6/27/16	K18/SPRING VALLEY RD INTER	43,333.33
				TOTAL:	224,037.00
NON-DEPARTMENTAL	SANITATION FUND	INTERNAL REVENUE SERVICE	7/07/16	FEDERAL WITHHOLDING	1,043.73
			7/07/16	SOCIAL SECURITY WITHHOLDIN	643.10
			7/07/16	MEDICARE WITHHOLDING	150.38
		GREAT WEST FINANCIAL	7/07/16	GREAT WEST FINANCIAL	104.33
		ACCOUNT RECOVERY SPECIALISTS, INC.	7/07/16	GARNISHMENT	5.00
		MICHAEL BERN ADE	7/07/16	GARNISHMENT	185.83
		KANSAS DEPT OF REVENUE	7/07/16	STATE WITHHOLDING	307.04
		KANSAS PUBLIC EMPLOYEES	7/07/16	KPERS #1	85.53
			7/07/16	KPERS #2	534.29
			7/07/16	KPERS #3	28.83
		CITY OF JC FLEX SPENDING ACCT 1074334	7/07/16	FLEX SPENDING-1074334	70.22
		FLEXIBLE SPENDING ACCOUNT #1074334	7/07/16	DEPENDENT CARE ACCT 10743	20.31
				TOTAL:	3,178.59
SANITATION PICKUP	SANITATION FUND	INTERNAL REVENUE SERVICE	7/07/16	SOCIAL SECURITY WITHHOLDIN	500.94
			7/07/16	MEDICARE WITHHOLDING	117.13
		VERIZON WIRELESS	7/05/16	GARTRELL-223-1337	25.98
			7/05/16	IMHAUSEN-223-1758	25.98
			7/05/16	223-1759-TODD BARRIGER	25.98

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT
			7/05/16	WARD-223-2022	25.98
			7/05/16	DOWNNS-307-6183	32.24
			7/05/16	761-5310-STREET 7	50.03
		VANDEBILTS	7/08/16	SONDERGAARD BOOTS 2016	139.99
		CENTRAL POWER SYSTEMS & SERVICES	6/27/16	U JOINT - #582	99.52
			6/30/16	DOT AB M-SWL EL - 10	31.82
			6/30/16	#586 OIL SENDER	52.46
			7/01/16	FACEPLATE DISCONNECT SWITC	53.78
		COX BUSINESS SERVICES	7/01/16	Public Works - Metro E - 2	45.62
			7/01/16	Public Works - Telephone -	56.90
		CLASS C SOLUTIONS GROUP	6/28/16	FLEET SHOP PIECES	195.84
		TLC MOBILE SERVICES	6/24/16	#582 TOW	200.00
		GEARY COUNTY PUBLIC WORKS	7/01/16	JUNE 2016-TRANSFER TICKETS	35,758.26
		KEY OFFICE PRODUCTS	7/01/16	BINDERS	65.20
		KANSAS GAS SERVICE	7/12/16	2324 N JACKSON-JUN 2016	37.66
		KANSAS PUBLIC EMPLOYEES	7/07/16	KPERS #2	762.65
		CINTAS #451	6/28/16	WKLY MATS AND TOWELS	11.46
			7/05/16	WKLY MATS AND TOWELS	11.46
				TOTAL:	38,326.88
SANITATION ADMINISTRAT	SANITATION FUND	INTERNAL REVENUE SERVICE	7/07/16	SOCIAL SECURITY WITHHOLDIN	142.11
			7/07/16	MEDICARE WITHHOLDING	33.23
		KANSAS PUBLIC EMPLOYEES	7/07/16	KPERS #1	131.61
			7/07/16	KPERS #2	57.40
			7/07/16	KPERS #3	40.69
		PITNEY BOWES PURCHASE POWER	7/12/16	SAN-JUN 2016 POSTAGE REFIL	750.00
		POSTMASTER	6/30/16	JUNE 2016-POSTAGE MACHINE	2,500.00
				TOTAL:	3,655.04
CAPITAL IMPROVEMENT	CAPITAL IMPROVEMEN	NEX-TECH	7/06/16	ELECTRONIC LABOR-SNAP IN J	1,048.00
				TOTAL:	1,048.00
FIRE EQUIPMENT RESERVE	FIRE EQUIPMENT RES	DANKO EMERGENCY EQUIPMENT CO.	6/03/16		21,323.11
		JERRY INGRAM	7/05/16	THERMAL IMAGERS	7,990.00
			7/05/16	THERMAL IMAGERS CHGR	974.00
				TOTAL:	30,287.11
SUNDOWN SALUTE	SUNDOWN SALUTE	SUNDOWN SALUTE INC	7/06/16	JUN 2016-WATER BILL DONATI	538.00
				TOTAL:	538.00
NON-DEPARTMENTAL	DRUG & ALCOHOL ABU	INTERNAL REVENUE SERVICE	7/07/16	FEDERAL WITHHOLDING	197.29
			7/07/16	MEDICARE WITHHOLDING	29.46
		JCPOA	7/08/16	JCPOA	20.00
		KANSAS DEPT OF REVENUE	7/07/16	STATE WITHHOLDING	60.92
		KANSAS PUBLIC EMPLOYEES	7/07/16	KP&F	149.67
		CITY OF JC FLEX SPENDING ACCT 1074334	7/07/16	FLEX SPENDING-1074334	50.00
				TOTAL:	507.34
DRUG & ALCOHOL ABUSE	DRUG & ALCOHOL ABU	INTERNAL REVENUE SERVICE	7/07/16	MEDICARE WITHHOLDING	29.46
		KANSAS PUBLIC EMPLOYEES	7/07/16	KP&F	427.44
				TOTAL:	456.90
NON-DEPARTMENTAL	SPECIAL LE TRUST F	INTERNAL REVENUE SERVICE	7/07/16	FEDERAL WITHHOLDING	35.68
			7/07/16	SOCIAL SECURITY WITHHOLDIN	34.55
			7/07/16	MEDICARE WITHHOLDING	8.08
		GREAT WEST FINANCIAL	7/07/16	GREAT WEST FINANCIAL	25.00

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT
		KANSAS DEPT OF REVENUE	7/07/16	STATE WITHHOLDING	12.37
		KANSAS PUBLIC EMPLOYEES	7/07/16	KPERS #1	35.83
		CITY OF JC FLEX SPENDING ACCT 1074334	7/07/16	FLEX SPENDING-1074334	12.50
				TOTAL:	164.01
SPECIAL LAW ENFORCEMEN	SPECIAL LE TRUST F	INTERNAL REVENUE SERVICE	7/07/16	SOCIAL SECURITY WITHHOLDIN	34.54
			7/07/16	MEDICARE WITHHOLDING	8.08
		JENNIFER ARNESON, DVM	7/06/16	11 BOARDING BARNEY	76.00
		GEARY COUNTY ATTORNEY	7/11/16	ATTORNEY FEES 060716 AUCTI	316.50
		GRANDVIEW PLAZA PD	7/11/16	AUCTION PROCEEDS 060716	433.36
		VERIZON WIRELESS	7/01/16	DTF CELL JUNE 2016	203.54
		RILEY CO POLICE DEPT	7/11/16	AUCTION PROCEEDS060716 13C	82.96
		CATHY FAHEY	7/06/16	JUNE 2016 MILEAGE	17.28
		KA-COMM	7/01/16	140168 BALLISTIC DOOR PANE	1,199.00
			7/11/16	140404 VEHICLE SET UP EQUI	4,281.00
		FLINTHILLS CUSTOM TACTICAL GEAR	7/11/16	2016-000001 MOLLE VEST #38	365.00
		A HOMESTEAD WRECKER	7/11/16	TOWING FEES #16-5296	132.00
		DOROTHY BRAMLAGE LIBRARY	6/24/16	JCPD BLOCK PARTY-1/2 PERFO	350.00
		CRAIG GREEN	7/11/16	RETIREMENT CAKE 201	95.00
		WILLGRATTEN PUBLICATIONS LLC	7/06/16	16CV193 PUBLICATION NOTICE	151.04
		GEARY COUNTY SHERIFF	7/11/16	AUCTION PROCEEDS 060716	112.96
		SECURITY SOLUTIONS INC	7/06/16	ALARM/KEY CARD SYSTEM	4,523.40
			7/11/16	83280 NETWORK SWITCH	863.15
		KANSAS BUREAU OF INVESTIGATION	7/11/16	AUCTION PROCEEDS060716 13C	82.96
		KANSAS PUBLIC EMPLOYEES	7/07/16	KPERS #1	54.85
		NEX-TECH	7/06/16	DRUG TASK FORCE	8.47
		TASER INTERNATIONAL	7/06/16	TASER CAMERAS	1,822.16
				TOTAL:	15,213.25
LAND BANK	JC LAND BANK	LATHROP & GAGE LLP	6/28/16	SALE TO DON BOYER	737.50
				TOTAL:	737.50

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

01	GENERAL FUND	492,563.91
02	GRANTS	5,000.90
14	WATER FUND	128,096.33
15	SEWER FUND	181,000.25
16	FEDERAL EQUITABLE SHARING	14,400.86
18	STORM WATER	4,386.19
19	ECONOMIC DEVELOPMENT	29,643.20
22	SPECIAL HIGHWAY FUND	224,037.00
23	SANITATION FUND	45,160.51
25	CAPITAL IMPROVEMENT FUND	1,048.00
26	FIRE EQUIPMENT RESERVE	30,287.11
46	SUNDOWN SALUTE	538.00
47	DRUG & ALCOHOL ABUSE FUND	964.24
50	SPECIAL LE TRUST FUND	15,377.26
75	JC LAND BANK	737.50
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	GRAND TOTAL:	1,173,241.26
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SELECTION CRITERIA

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SELECTION OPTIONS

VENDOR SET: 01-CITY OF JUNCTION CITY, KS  
VENDOR: All  
CLASSIFICATION: All  
BANK CODE: All  
ITEM DATE: 0/00/0000 THRU 99/99/9999  
ITEM AMOUNT: 99,999,999.00CR THRU 99,999,999.00  
GL POST DATE: 0/00/0000 THRU 99/99/9999  
CHECK DATE: 6/29/2016 THRU 7/12/2016  
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PAYROLL SELECTION

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

PRINT DATE: GL Post Date  
SEQUENCE: By Department  
DESCRIPTION: Distribution  
GL ACCTS: NO  
REPORT TITLE: APPROPRIATIONS--JUNE 29 2016-JULY 12 2016-CS  
SIGNATURE LINES: 0  
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PACKET OPTIONS

INCLUDE REFUNDS: YES  
INCLUDE OPEN ITEM:NO  
-----

COMPANY: 99 - POOLED CASH FUND  
ACCOUNT: 1-00-00-0101 POOLED CASH MASTER  
TYPE: Bank Draft, Check  
STATUS: All  
FOLIO: All

CHECK DATE: 6/29/2016 THRU 7/12/2016  
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
BANK DRAFT:								
1-00-00-0101	7/07/2016	BANK-DRAFT	000112	INTERNAL REVENUE SERVICE	80,334.41CR	OUTSTND	A	0/00/0000
1-00-00-0101	7/07/2016	BANK-DRAFT	000113	GREAT WEST FINANCIAL	4,403.93CR	OUTSTND	A	0/00/0000
1-00-00-0101	7/07/2016	BANK-DRAFT	000114	KANSAS DEPT OF REVENUE	13,893.65CR	OUTSTND	A	0/00/0000
1-00-00-0101	7/07/2016	BANK-DRAFT	000115	KANSAS PUBLIC EMPLOYEES	92,510.76CR	OUTSTND	A	0/00/0000
1-00-00-0101	7/11/2016	BANK-DRAFT	000116	INTERNAL REVENUE SERVICE	69.29CR	OUTSTND	A	0/00/0000
1-00-00-0101	7/11/2016	BANK-DRAFT	000117	KANSAS DEPT OF REVENUE	5.20CR	OUTSTND	A	0/00/0000

ACCOUNT	--DATE--	--TYPE--	NUMBER	-----DESCRIPTION-----	----AMOUNT----	STATUS	FOLIO	CLEAR DATE
CHECK:								
1-00-00-0101	6/30/2016	CHECK	259051	POSTMASTER	10,000.00CR	OUTSTND	A	0/00/0000
1-00-00-0101	6/30/2016	CHECK	259052	GEARY COUNTY CLERK	8,403.94CR	OUTSTND	A	0/00/0000
1-00-00-0101	7/05/2016	CHECK	259053	GLEEN OQUIST	140.00CR	OUTSTND	A	0/00/0000
1-00-00-0101	7/05/2016	CHECK	259054	CENTURYLINK COMMUNICATION, INC	2,215.31CR	OUTSTND	A	0/00/0000
1-00-00-0101	7/05/2016	CHECK	259055	VERIZON WIRELESS	4,245.40CR	OUTSTND	A	0/00/0000
1-00-00-0101	7/06/2016	CHECK	259056	WESTAR ENERGY	1,133.00CR	OUTSTND	A	0/00/0000
1-00-00-0101	7/06/2016	CHECK	259057	NEX-TECH	36.00CR	OUTSTND	A	0/00/0000
1-00-00-0101	7/06/2016	CHECK	259058	PITNEY BOWES	6,081.00CR	OUTSTND	A	0/00/0000
1-00-00-0101	7/06/2016	CHECK	259059	MARGARET D WILKINSON	30.00CR	OUTSTND	A	0/00/0000
1-00-00-0101	7/06/2016	CHECK	259060	REFUND: HINCKLEY, KEITH	93.79CR	OUTSTND	U	0/00/0000
1-00-00-0101	7/06/2016	CHECK	259061	REFUND: SMITH, JORDAN MIKA	163.01CR	OUTSTND	U	0/00/0000
1-00-00-0101	7/06/2016	CHECK	259062	REFUND: MCNEESE, AERISS B	19.47CR	OUTSTND	U	0/00/0000
1-00-00-0101	7/06/2016	CHECK	259063	REFUND: PREMIER PROPERTY MANAG	67.11CR	OUTSTND	U	0/00/0000
1-00-00-0101	7/06/2016	CHECK	259064	REFUND: HATT, TONYA	49.03CR	OUTSTND	U	0/00/0000
1-00-00-0101	7/06/2016	CHECK	259065	REFUND: MANNING, JAMES	95.30CR	OUTSTND	U	0/00/0000
1-00-00-0101	7/06/2016	CHECK	259066	REFUND: BUSTOS, CARLOS	82.02CR	OUTSTND	U	0/00/0000
1-00-00-0101	7/06/2016	CHECK	259067	REFUND: TILLER, MELISSA D	45.64CR	OUTSTND	U	0/00/0000
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1-00-00-0101	7/06/2016	CHECK	259069	REFUND: PATTERSON, PATRICK	19.59CR	OUTSTND	U	0/00/0000
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1-00-00-0101	7/06/2016	CHECK	259086	REFUND: TORO, CARLOS S	88.04CR	OUTSTND	U	0/00/0000

COMPANY: 99 - POOLED CASH FUND  
ACCOUNT: 1-00-00-0101 POOLED CASH MASTER  
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1-00-00-0101	7/06/2016	CHECK	259090	REFUND: ESLICK, JUSTIN	41.80CR	OUTSTND	U	0/00/0000
1-00-00-0101	7/06/2016	CHECK	259091	REFUND: FETTERHOFF, MALYSHIA D	32.44CR	OUTSTND	U	0/00/0000
1-00-00-0101	7/06/2016	CHECK	259092	REFUND: WILLIAMS, CO-SHEY	46.72CR	OUTSTND	U	0/00/0000
1-00-00-0101	7/06/2016	CHECK	259093	REFUND: HUSETH, DAKOTA J	24.77CR	OUTSTND	U	0/00/0000
1-00-00-0101	7/06/2016	CHECK	259094	REFUND: GREEN, MATTHEW D	20.32CR	OUTSTND	U	0/00/0000
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1-00-00-0101	7/06/2016	CHECK	259097	REFUND: VALENCIA, ARMANDO	75.16CR	OUTSTND	U	0/00/0000
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1-00-00-0101	7/06/2016	CHECK	259100	REFUND: THORSEN, AREN M	107.87CR	OUTSTND	U	0/00/0000
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1-00-00-0101	7/06/2016	CHECK	259102	REFUND: RADDISH, JAMES J	38.36CR	OUTSTND	U	0/00/0000
1-00-00-0101	7/06/2016	CHECK	259103	REFUND: MOODY, APRIL L	63.81CR	OUTSTND	U	0/00/0000
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1-00-00-0101	7/07/2016	CHECK	259119	REFUND: KARMANN, ADRIANA	315.91CR	OUTSTND	U	0/00/0000
1-00-00-0101	7/07/2016	CHECK	259120	REFUND: NESPOR, GREGORY VOIDED	2.80CR	OUTSTND	U	0/00/0000
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1-00-00-0101	7/12/2016	CHECK	259123	JENNIFER ARNESON, DVM	76.00CR	OUTSTND	A	0/00/0000
1-00-00-0101	7/12/2016	CHECK	259124	ARTHUR-GREEN,LLP	1,438.25CR	OUTSTND	A	0/00/0000
1-00-00-0101	7/12/2016	CHECK	259125	BAYER CONSTRUCTION CO.	2,873.66CR	OUTSTND	A	0/00/0000
1-00-00-0101	7/12/2016	CHECK	259126	JOHN BERNSTEIN	60.00CR	OUTSTND	A	0/00/0000
1-00-00-0101	7/12/2016	CHECK	259127	BRINKS INCORPORATED	167.44CR	OUTSTND	A	0/00/0000
1-00-00-0101	7/12/2016	CHECK	259128	BUD'S WRECKER SERVICE	50.00CR	OUTSTND	A	0/00/0000
1-00-00-0101	7/12/2016	CHECK	259129	C & M LAWN SERVICES	5,346.61CR	OUTSTND	A	0/00/0000
1-00-00-0101	7/12/2016	CHECK	259130	CASH-WA DISTRIBUTING	1,245.19CR	OUTSTND	A	0/00/0000

7/12/2016 2:12 PM  
 COMPANY: 99 - POOLED CASH FUND  
 ACCOUNT: 1-00-00-0101 POOLED CASH MASTER  
 TYPE: Bank Draft, Check  
 STATUS: All  
 FOLIO: All

CHECK RECONCILIATION REGISTER

PAGE: 3  
 CHECK DATE: 6/29/2016 THRU 7/12/2016  
 CLEAR DATE: 0/00/0000 THRU 99/99/9999  
 STATEMENT: 0/00/0000 THRU 99/99/9999  
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1-00-00-0101	7/12/2016	CHECK	259133	CENTURY BUSINESS TECHNOLOGIES	338.18CR	OUTSTND	A	0/00/0000
1-00-00-0101	7/12/2016	CHECK	259134	CHAMPIONS CAR AND TRUCK WASH	19.92CR	OUTSTND	A	0/00/0000
1-00-00-0101	7/12/2016	CHECK	259135	CINTAS #451	446.49CR	OUTSTND	A	0/00/0000
1-00-00-0101	7/12/2016	CHECK	259136	CLARK & PLATT, CHTD.	1,250.00CR	OUTSTND	A	0/00/0000
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1-00-00-0101	7/12/2016	CHECK	259142	CRAFCO, INC.	1,000.00CR	OUTSTND	A	0/00/0000
1-00-00-0101	7/12/2016	CHECK	259143	CROWN DISTRIBUTORS, INC.	264.33CR	OUTSTND	A	0/00/0000
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1-00-00-0101	7/12/2016	CHECK	259146	DICK EDWARDS FORD	257.82CR	OUTSTND	A	0/00/0000
1-00-00-0101	7/12/2016	CHECK	259147	DLT SOLUTIONS, INC	2,382.87CR	OUTSTND	A	0/00/0000
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1-00-00-0101	7/12/2016	CHECK	259151	ENGSTROM'S WELDING	100.00CR	OUTSTND	A	0/00/0000
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1-00-00-0101	7/12/2016	CHECK	259154	CATHY FAHEY	17.28CR	OUTSTND	A	0/00/0000
1-00-00-0101	7/12/2016	CHECK	259155	FISHER, PATTERSON, SAYLER & SM	2,803.50CR	OUTSTND	A	0/00/0000
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1-00-00-0101	7/12/2016	CHECK	259157	FLINTHILLS CUSTOM TACTICAL GEA	365.00CR	OUTSTND	A	0/00/0000
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1-00-00-0101	7/12/2016	CHECK	259166	CRAIG GREEN	95.00CR	OUTSTND	A	0/00/0000
1-00-00-0101	7/12/2016	CHECK	259167	HD SUPPLY WATERWORKS, LTD	535.05CR	OUTSTND	A	0/00/0000
1-00-00-0101	7/12/2016	CHECK	259168	INTERSTATE GLASS CO.	377.20CR	OUTSTND	A	0/00/0000
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1-00-00-0101	7/12/2016	CHECK	259170	JERRY INGRAM	8,964.00CR	OUTSTND	A	0/00/0000
1-00-00-0101	7/12/2016	CHECK	259171	KA-COMM	7,072.28CR	OUTSTND	A	0/00/0000
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1-00-00-0101	7/12/2016	CHECK	259174	KANSAS BUREAU OF INVESTIGATION	82.96CR	OUTSTND	A	0/00/0000

COMPANY: 99 - POOLED CASH FUND  
ACCOUNT: 1-00-00-0101 POOLED CASH MASTER  
TYPE: Bank Draft, Check  
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1-00-00-0101	7/12/2016	CHECK	259182	MILITARY OUTLET, L.C.	6.00CR	OUTSTND	A	0/00/0000
1-00-00-0101	7/12/2016	CHECK	259183	MOORE MEDICAL LLC	1,736.07CR	OUTSTND	A	0/00/0000
1-00-00-0101	7/12/2016	CHECK	259184	NAPA AUTO PARTS OF J.C.	667.06CR	OUTSTND	A	0/00/0000
1-00-00-0101	7/12/2016	CHECK	259185	NEX-TECH	1,048.00CR	OUTSTND	A	0/00/0000
1-00-00-0101	7/12/2016	CHECK	259186	O'REILLY AUTO PARTS	182.64CR	OUTSTND	A	0/00/0000
1-00-00-0101	7/12/2016	CHECK	259187	OLSSON ASSOCIATES	2,250.00CR	OUTSTND	A	0/00/0000
1-00-00-0101	7/12/2016	CHECK	259188	OMNI BILLING	3,418.13CR	OUTSTND	A	0/00/0000
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1-00-00-0101	7/12/2016	CHECK	259193	PROSEAL	1,777.50CR	OUTSTND	A	0/00/0000
1-00-00-0101	7/12/2016	CHECK	259194	PURVIS LAW OFFICE LLC	250.00CR	OUTSTND	A	0/00/0000
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1-00-00-0101	7/12/2016	CHECK	259196	RILEY CO POLICE DEPT	82.96CR	OUTSTND	A	0/00/0000
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1-00-00-0101	7/12/2016	CHECK	259202	SHILLING ASPHALT INC	1,524.60CR	OUTSTND	A	0/00/0000
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1-00-00-0101	7/12/2016	CHECK	259210	THE SIMMONS COMPANY	1,500.00CR	OUTSTND	A	0/00/0000
1-00-00-0101	7/12/2016	CHECK	259211	TLC MOBILE SERVICES	450.00CR	OUTSTND	A	0/00/0000
1-00-00-0101	7/12/2016	CHECK	259212	TURF DESIGN INC.	2,341.46CR	OUTSTND	A	0/00/0000
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1-00-00-0101	7/12/2016	CHECK	259218	VICTOR L PHILLIPS CO	1,868.00CR	OUTSTND	A	0/00/0000

COMPANY: 99 - POOLED CASH FUND  
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CHECK:								
1-00-00-0101	7/12/2016	CHECK	259219	WESTAR ENERGY	29,673.97CR	OUTSTND	A	0/00/0000
1-00-00-0101	7/12/2016	CHECK	259220	WILLGRATTEN PUBLICATIONS LLC	1,167.26CR	OUTSTND	A	0/00/0000
1-00-00-0101	7/12/2016	CHECK	259221	XEROX CORPORATION	177.39CR	OUTSTND	A	0/00/0000
1-00-00-0101	7/12/2016	CHECK	259222	YAMAHA MOTOR CORPORATION, U.S.	3,595.00CR	OUTSTND	A	0/00/0000
1-00-00-0101	7/12/2016	CHECK	259223	TYLER TECHNOLOGIES	14,400.86CR	OUTSTND	A	0/00/0000

TOTALS FOR ACCOUNT 1-00-00-	CHECK	TOTAL:	325,291.75CR
	DEPOSIT	TOTAL:	0.00
	INTEREST	TOTAL:	0.00
	MISCELLANEOUS	TOTAL:	0.00
	SERVICE CHARGE	TOTAL:	0.00
	EFT	TOTAL:	0.00
	BANK-DRAFT	TOTAL:	191,217.24CR

TOTALS FOR POOLED CASH FUND	CHECK	TOTAL:	325,291.75CR
	DEPOSIT	TOTAL:	0.00
	INTEREST	TOTAL:	0.00
	MISCELLANEOUS	TOTAL:	0.00
	SERVICE CHARGE	TOTAL:	0.00
	EFT	TOTAL:	0.00
	BANK-DRAFT	TOTAL:	191,217.24CR

**Backup material for agenda item:**

- b. Consideration of June 2016 ambulance contractual obligation adjustments and bad debt adjustments.

# City of Junction City

## City Commission

### Agenda Memo

July 14, 2016

**From:** Kelly Heindel, Administrative Secretary II  
**To:** City Commission and City Manager  
**Subject:** **June 2016 Ambulance Adjustments**

---

**Objective:** Approval of ambulance contractual obligation adjustments and bad debt adjustments.

**Explanation of Issue:** Contractual obligations are required write-off adjustments by contractual insurance providers such as Medicare, Medicaid, Blue Cross, etc. Bad debt adjustments are accounts in which we have exhausted billing efforts to collect. After the bad debt adjustments, these accounts are forwarded to a collection agency and the Kansas Setoff Program.

**Budget Impact:**

Contractual Obligation Adjustment	\$ 31,179.36
Bad Debt Adjustment	\$ 17,095.42

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

1. Approve ambulance contractual obligation and bad debt adjustments in the amounts listed.
2. Disapprove ambulance contractual obligation and bad debt adjustments in the amounts listed.
3. Modify the proposal...
4. Table the request.

**Recommendation:** Staff recommends approval of adjustments as listed

**Enclosures:**

**Backup material for agenda item:**

- c. Consideration of City Commission Minutes for July 5, 2016 Meeting.

## CITY COMMISSION MINUTES

July 5, 2016

7:00p.m.

### CALL TO ORDER

The scheduled meeting of the Junction City Commission was held on Tuesday, July 5, 2016 with Mayor Mick McCallister presiding.

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

### PUBLIC COMMENT

Rick Dykstra of Milford, KS discussed Milford Lake and the Consolidation Agreement between the City, Geary County and the Chamber of Commerce. Brett Slater of Junction City, KS shared his views of the community.

### CONSENT AGENDA

Commissioner Landes moved, seconded by Commissioner Fitzgerald to approve the consent agenda as presented. Ayes: Fitzgerald, McCallister, Ryan, Landes and Sands. Nays: None. Motion carried.

- a. Consideration of Appropriation Ordinance A-13 dated-June 14th-June 28th 2016 in the amount of \$1,837,673.62.
- b. Consideration of Payroll No. 12 & No. 13 for the Month of June.
- c. Consideration of City Commission Minutes for June 21, 2016 Meeting.
- d. Consideration of City Commission Budget Work Session Minutes for June 29, 2016 Meeting.
- e. Consideration of 2016 Cereal Malt Beverage license for MJC Huts Inc. dba Pizza Hut, located at 412 East Chestnut Street.

### SPECIAL PRESENTATIONS

Mayor McCallister presented the proclamation declaring July 30, 2016 as Shrine Bowl Day to the Shrine Bowl Club.

## **APPOINTMENTS**

The appointment of Dallas Picolet to a two year term on the Food Council Policy Board was presented. City Manager Dinkel gave details. Commissioner Landes moved to appoint Dallas Picolet to a two year term on the Food Council Policy Board, seconded by Commissioner Ryan. Ayes: Fitzgerald, McCallister, Landes, Ryan and Sands. Nays: None. Motion Carried.

The resignation of Kolia Souza from the Food Council Policy Board was presented. Commissioner Ryan gave details. Commissioner Ryan moved to approve the resignation of Kolia Souza from the Food Council Policy Board, seconded by Commissioner Fitzgerald. Ayes: Fitzgerald, McCallister, Landes, Ryan and Sands. Nays: None. Motion Carried.

The reappointment of Brandon Dibben to a three year term expiring June 30, 2019 to the Metropolitan Planning Commission was presented. Assistant City Manager Beatty gave details. Commissioner Ryan moved to reappoint Brandon Dibben to a three year term expiring June 30, 2019 to the Metropolitan Planning Commission, seconded by Commissioner Landes. Ayes: Fitzgerald, McCallister, Landes, Ryan and Sands. Nays: None. Motion Carried.

## **NEW BUSINESS**

The request to submit a CHAMPS (Cities Combating Hunger through Afterschool and Summer Meal Programs) Grant Application was presented. Kristen Noriega of Live Well Geary County and Deb Andres gave details about the grant and answered questions. Commissioner Fitzgerald moved to approve the request to submit a CHAMPS (Cities Combating Hunger through Afterschool and Summer Meal Programs) Grant Application, seconded by Commissioner Sands. Ayes: Fitzgerald, McCallister, Landes, Ryan and Sands. Nays: None. Motion Carried.

The 2015 Audit was presented for consideration. Assistant City Manager Beatty and Sean Gordon, CPA from Mize & Houser presented the audit and answered questions. Commissioner Fitzgerald moved to approve the 2015 Audit, seconded by Commissioner Sands. Ayes: Fitzgerald, McCallister, Landes, Ryan and Sands. Nays: None. Motion Carried.

The application for Kansas Historical Designation to restore the Civil War Memorial Arch was presented. Karen Carroll and Chuck Otte of the Junction City Rotary Club explained the process and answered questions. Commissioner Sands moved to approve the application for Kansas Historical Designation to restore the Civil War Memorial Arch, seconded by Commissioner Landes. Ayes: Fitzgerald, McCallister, Landes, Ryan and Sands. Nays: None. Motion Carried.

There was discussion regarding the Spring Valley Road Sewer Extension. Sergio Ramos, Leon Osbourn of Kaw Valley Engineering, Inc. and Engineering

Technician Brown shared some options and further findings. Staff and Intern Ramos were directed to contact land owners for input.

The Award of the 6th & Franklin Street Signalization Project Bid to J Warren Company Inc. in the amount of \$225,494.79 was presented. Public Works Director Ibarra gave details and answered questions. Commissioner Sands moved to approve the award of the 6th & Franklin Street Signalization Project Bid to J Warren Company Inc. in the amount not to exceed \$225,494.79, seconded by Commissioner Landes. Ayes: Fitzgerald, McCallister, Landes, Ryan and Sands. Nays: None. Motion Carried.

The Award of the Traffic Signal Equipment Upgrades Bid in the amount of \$41,000.00 was presented. Public Works Director Ibarra gave details and answered questions. Commissioner Fitzgerald moved to award the Traffic Signal Equipment Upgrades Bid in the amount not to exceed \$41,000.00, seconded by Commissioner Ryan. Ayes: Fitzgerald, McCallister, Landes, Ryan and Sands. Nays: None. Motion Carried.

The request from USD 475 to Waive Special Assessments on two Lots in the 14th Street Commons Area was presented. City Manager Dinkel gave details about the request and answered questions. Commissioner Ryan moved to approve the request from USD 475 to Waive Special Assessments on two Lots in the 14th Street Commons Area, seconded by Commissioner Sands. Ayes: Fitzgerald, Landes, Ryan and Sands. Nays: McCallister. Motion Carried.

The request from Geary County to Discuss the Master Consolidated Agreement between Junction City, Geary County and Junction City Area Chamber of Commerce was presented. City Manager Dinkel addressed Geary County wanting possible changes made to the agreement moving forward. The consensus was to have Geary County present the proposed changes to move forward.

## **EXECUTIVE SESSION**

Executive session for Non-Elected Personnel was held. Commissioner Landes moved to enter a fifteen minute executive session for Non-Elected Personnel to include City Attorney Logan and City Manager Dinkel, seconded by Commissioner Ryan. Entered at 9:07 p.m. and returned at 9:22 p.m. Commissioner Fitzgerald stated no actions were taken or decisions made during the session.

## **MAYOR, COMMISSIONER & STAFF COMMENTS**

Mayor, Commissioners and Staff provided reports on Committees and community events.

## **ADJOURNMENT**

Commissioner Sands moved, seconded by Commissioner Landes to adjourn at 9:42 p.m. Ayes: Fitzgerald, Landes, McCallister, Ryan and Sands. Nays: None. Motion carried.

APPROVED AND ACCEPTED THIS 19TH DAY OF JULY AS THE OFFICIAL COPY OF THE JUNCTION CITY COMMISSION MINUTES FOR JULY 5, 2016.

---

Shawna Settles, City Clerk

Mick McCallister, Mayor

**Backup material for agenda item:**

- d. Consideration of City Commission Budget Work Session Minutes for July 12, 2016 Meeting.

## CITY COMMISSION MINUTES

July 12, 2016

6:00p.m.

### CALL TO ORDER

The Budget Work Session of the Junction City Commission was held on Tuesday, July 12, 2016 with Mayor Mick McCallister presiding.

The following members of the Commission were present: Phyllis Fitzgerald, Pat Landes, Mick McCallister, Michael Ryan and Jim Sands. Staff present was: City Manager Dinkel, Assistant City Manager Beatty and City Clerk Settles.

### NEW BUSINESS

City Manager Dinkel, Assistant City Manager Beatty, Library Director Susan Moyer, Animal Shelter Director Jennifer Gfeller, Cemetery Director Kenneth Goreham, Opera House Manager Joe Markley, Chamber of Commerce President & CEO Dennis Beson and Public Works Director Ibarra presented the Library, Animal Shelter, Highland Cemetery, C.L. Hoover Opera House, Chamber of Commerce (Economic Development), Military Affairs and Public Works Departments 2017 budgets.

### ADJOURNMENT

Commissioner Landes moved, seconded by Commissioner Ryan to adjourn at 9:18 p.m. Ayes: McCallister, Ryan, Landes, Sands and Fitzgerald. Nays: None. Motion carried.

APPROVED AND ACCEPTED THIS 19TH DAY OF JULY AS THE OFFICIAL COPY OF THE JUNCTION CITY COMMISSION WORK SESSION MINUTES FOR JULY 12, 2016.

---

Shawna Settles, City Clerk

Mick McCallister, Mayor

**Backup material for agenda item:**

- e. Consideration of Memorandum of Understanding for the 2016 Justice Assistance Grant.

# City of Junction City

## City Commission

### Agenda Memo

July 19, 2016

**From:** Dan Breci, Interim Chief of Police  
**To:** City Commission and Allen Dinkel, City Manager  
**Subject:** 2016 Edward Byrne Memorial Justice Assistance Grant (JAG)

---

**Objective:** Approval and signature of Memorandum of Understanding for the 2016 Edward Byrne Memorial Justice Assistance Grant (JAG).

**Explanation of Issue:** On June 21, 2016, the Police Department received approval from the City Commission to apply for grant funding through the 2016 Edward Byrne Memorial Justice Assistance Grant (JAG). The amount of the award is \$16,358. This award is made to both the Junction City Police Department and Geary County Sheriff's Office as a disparate jurisdiction. The Junction City Police Department is eligible to apply for \$10,905. Application will be made to purchase flashlights, radio chargers and combat application tourniquets. The Geary County Sheriff's Office is eligible to apply for 1/3 of the award or \$5,453. Application will be made to purchase a mobile fingerprinting identification system and a copier. The grant requires a public hearing and a Memorandum of Understanding between the City of Junction City and Geary County. A Public Hearing will be held at a Geary County Commission meeting.

**Budget Impact:** The grant requires no matching funds and, therefore, has no budgetary impact.

**Alternatives:** The Commission may approve or deny the Memorandum of Understanding.

**Special Considerations:** There are no special considerations.

**Recommendation:** Staff recommends a motion to proceed with the Memorandum of Understanding for the 2016 Justice Assistance Grant.

**Enclosures:** Memorandum of Understanding

## **INTERLOCAL AGREEMENT**

**THIS INTERLOCAL SERVICE AGREEMENT BY AND BETWEEN THE CITY OF JUNCTION CITY, KANSAS AND GEARY COUNTY, KANSAS IS ENTERED INTO THIS 19th DAY OF JULY 2016, UNDER THE AUTHORITY ON BOTH MUNICIPALITY'S HOME RULE POWERS, POLICE POWERS AND K.S.A. 12-2908 FOR THE PURPOSE OF DESCRIBING AND DEFINING THE PARTIES RESPECTIVE DUTIES AND RESPONSIBILITIES REGARDING THE 2016 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD.**

**WHEREAS**, the City of Junction City, Kansas on the one hand, and Geary County, Kansas on the other, in performing governmental functions or in paying for the performance of governmental functions, hereunder, shall make that performance or those payments from current revenues legally available to that party; and

**WHEREAS**, each governing body finds that the performance of this Agreement is in the best interests of both parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement; and,

**WHEREAS**, the 2016 annual JAG award totals \$16,358.00.

**WHEREAS**, the aforesaid City agrees to provide the County \$5,453.00 from the JAG award for the 2016 Law Enforcement Programs project.

**WHEREAS**, the City and County believe it to be in their best interests to allocate the JAG funds as described below.

**NOW THEREFORE, the County and City agree as follows:**

**Section 1.**

City agrees to pay County a total of \$5,453.00 of JAG funds.

**Section 2.**

County agrees to use \$5,453.00 for the 2016 JAG Law Enforcement Programs Project until September 30, 2017.

**Section 3.**

City agrees to act as the applicant/fiscal agent for the award.

**Section 4.**

Nothing in the performance of this Agreement shall impose any liability for claims against either the aforesaid City or County or both other than claims for which liability may be imposed by the Kansas Tort Claims Act.

**Section 5.**

The aforesaid City and County will be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

**Section 6.**

The aforesaid City and County do not intend for any third party to obtain a right by virtue of this Agreement.

**Section 7.**

By entering into this Agreement, the aforesaid City and County do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

**CITY OF JUNCTION CITY, KANSAS**

By \_\_\_\_\_  
**Mick McCallister, Mayor**

Attest:

\_\_\_\_\_  
**SHAWNA SETTLES, City Clerk**

**BOARD OF COUNTY COMMISSIONERS OF  
GEARY COUNTY, KANSAS**

By \_\_\_\_\_  
**Florence Whitebread, Chairman**

Attest:

\_\_\_\_\_  
**REBECCA BOSSEMEYER, County Clerk**

**Backup material for agenda item:**

- a. Consideration of Ordinance No. G-1196 Amendment of Section 220.405- Possession of Marijuana.

# City of Junction City

## City Commission

### Agenda Memo

July 19, 2016

**From:** Krista Blaisdell, City Prosecutor  
**To:** Allen Dinkel, City Manager  
**Subject:** Ordinance Number – G-1196: Section 220.405 – Possession of Marijuana

---

**Objective:** To amend the present penalty section of Ordinance 220.405, adding a first violation as a Class B Misdemeanor and a second violation as a Class A Misdemeanor, in accordance to state law.

**Explanation of Issue:** As of July 1, 2016, the state enacted legislation that lowers the level of misdemeanor for first and second time convictions for possession of Marijuana. This proposed ordinance adopts those state law changes.

**Budget Impact:** There are no budgetary impacts.

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

1. Approve G-1196.
2. Disapprove G-1196.
3. Modify the ordinance.
4. Table the request.

**Recommendation:** Staff recommendation that the City Commission approve G-1196 amending City Ordinance Section 220.405.

**Enclosures:** Ordinance G-1196.

**ORDINANCE NO. G1196**

**AN ORDINANCE AMENDING TITLE II. PUBLIC HEALTH, SAFETY, AND WELFARE, OF THE MUNICIPAL CODE OF THE CITY OF JUNCTION CITY, KANSAS BY AMENDING CHAPTER 220 OFFENSES; ARTICLE V: OFFENSES AFFECTING FAMILY RELATIONSHIPS AND CHILDREN; SECTION 220.405: POSSESSION OF MARIJUANA.**

**WHEREAS**, Junction City has recognized recent state changes to the penalties regarding the level of punishment for first and second time possession of marijuana.

**WHEREAS**, Junction City has recognized the importance in mirroring state law on the penalty provision of possession of marijuana.

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

**Section 1. SECTION 220.405 is amended to read as follows:**

**SECTION 220.405: - POSSESSION OF MARIJUANA**

- A. Definitions. The following words, terms and phrases, when used in this Section, shall have the meanings ascribed to them in this Section, except where the context clearly indicates a different meaning.
  - 1. MARIJUANA: All parts of all varieties of the plant Cannabis, whether growing or not, the seeds thereof, the resin extracted from any part of the plant and every compound, manufacture, salt, derivative, mixture or preparation of the plant, its seed or resin. It does not include the mature stalks of the plant, fiber produced from the stalks, oil or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture or preparation of the mature stalks, except resin extracted therefrom, fiber, oil or cake or the sterilized seed of the plant which is incapable of germination.
  - 2. PERSON: Any individual, corporation, business, trust, estate, partnership or association or other legal entity.
- B. Except as is otherwise authorized by law, it shall be unlawful for any person to possess or have under such person's control any marijuana.
- C. It shall not be a defense to charges arising under this Section that the defendant was acting in an agency relationship on behalf of any other party in a transaction or in the possession or control of marijuana.
- D. Violation of this Section is a:
  - 1. Class B nonperson misdemeanor, except as provided in (D)(2);
  - 2. Class A nonperson misdemeanor if that person has a prior conviction under this section or under a substantially similar offense from another jurisdiction, including any city ordinance or county resolution.

**Section 2.** This ordinance shall become effective upon publication in the Junction City Daily Union as required by law.

PASSED AND ADOPTED THIS \_\_\_\_\_ DAY OF JULY, 2016.

---

MICK MCCALLISTER  
Mayor

ATTEST:

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Shawna Settles  
City Clerk

**Backup material for agenda item:**

- b. Consideration to Award the Police Department Lobby Remodel Bid to Godfrey Construction & Renovation, LLC in the amount of \$64,818.00.

# City of Junction City

## City Commission

### Agenda Memo

July 19, 2016

**From:** Dan Brecci, Interim Chief of Police  
**To:** City Commission and Allen Dinkel, City Manager  
**Subject:** **Award of Bid – Police Department Lobby Remodel Project**

---

**Objective:** The consideration and approval of Request for Bid for the remodel of the Police Department lobby.

**Explanation of Issue:** A Request for Bid for the remodel of the Police Department Lobby was released by Deam and Deam L.L.C. Architecture on June 16, 2016. Contractors were not direct solicited for the project. However, Deam and Deam, L.L.C. did contact local contractors after being concerned about the number of bidders for the project. They are as follows: Heldstab Construction, Anders Construction, Ben Kitchens Construction and Godfrey Construction and Renovation. The RFB was advertised on the City of Junction City website and in the Daily Union as per the City of Junction City Fiscal Policy with a bid opening date of July 12, 2016 @ 2:00 pm. The RFB was also posted on a website called Dodge Data & Analytics by Deam and Deam, L.L.C. Architecture. On July 12, 2016 at 2:00 pm, bids were opened at City Hall. Two bids were received. They are as follows:

<b>Godfrey Construction &amp; Renovation, LLC</b>	<b>\$64,818.00</b>
<b>Cheney Construction, Inc.</b>	<b>\$64,600.00</b>

The Police Department reviewed the bids. Two Pre-Bid Meetings were conducted and it was stipulated that attendance of a Pre-Bid Meeting was mandatory in order to bid this project. Godfrey Construction & Renovation, LLC attended. However, Cheney Construction, Inc. did not attend. Cheney Construction was the lowest bidder by \$218.00. However, their completion time was 15 days later than Godfrey's Construction & Renovation; at \$250 per day, the cost would equal out to \$3,750.00. Based on these items, Deam and Deam, L.L.C. has recommended Godfrey Construction & Renovation, LLC for the project.

**Budget Impact:** The total cost of \$64,818.00 will be paid from Asset Forfeiture Funds. The project will have no impact on the General Fund.

**Alternatives:** The Commission may approve, table, modify and not approve this item

**Recommendation:** Given the above, Police Department staff is recommending the bid for the remodel of the Police Department lobby be awarded to Godfrey Construction & Renovation, LLC at the price of \$64,818.00.

**Suggested Motion:**

Commissioner \_\_\_\_\_ moves to approve the award of bid to Godfrey Construction & Renovation, LLC for the remodel project for the Police Department lobby.

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

**Enclosures:** Advertisement for Bid, RFB, RFB Bid Tabulations, Recommendation from Deam & Deam, L.L.C. Architecture

**Owner:**

Junction City Police Department  
Attn: Captain Dan Breci  
210 E. 9<sup>th</sup>  
Junction City, KS. 66441

Separate sealed Bids for the construction of: **Lobby remodel for the Junction City Police Station Lobby.** Drawings and Specifications will be available on Tuesday June 21st, 2016 for the aforementioned project bidding on July 12<sup>th</sup>, 2016.

Will be received by:

City Clerk's Office  
700 N. Jefferson, St,  
Junction City, KS 66441

**Copies of the CONTRACT DOCUMENTS including;** The information for Bidders, Form of Bid, Form of Contract, Plans, Specifications, and other contract documents **may be examined at the following:**

Deam & Deam, L.L.C. Architects  
124 W. 7<sup>th</sup> Street,  
Junction City, KS 66441  
Phone 785-238-0874

**Copies of the CONTRACT DOCUMENTS will be purchased at:**

Deam & Deam, L.L.C. Architects  
124 W. 7<sup>th</sup> Street,  
Junction City, Kansas 66441  
Phone 785-238-0874

A full set of printed copies of Plans and Specifications may be purchased from Deam & Deam for a **NON-refundable** payment of **\$50.00** for **each** set.

**No partial sets will be issued.**

**The Owner reserves the right to reject any and all bids, and to waive any formalities in any bid.**

\_\_\_\_\_  
Sign

\_\_\_\_\_  
Date



CONSTRUCTION  
SPECIFICATIONS

For:

Remodel

**Junction City Police**  
**Department Lobby**

210 E. 9<sup>th</sup> Junction City, KS.



Prepared by:  
Deam & Deam L.L.C.

---

124 W. 7th

Junction City, KS.

66441

785-238-0874

Set 1

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**Owner:**

Junction City Police Department  
Attn: Captain Dan Breck  
210 E. 9<sup>th</sup>  
Junction City, KS. 66441

Separate sealed Bids for the construction of: **Lobby remodel for the Junction City Police Station Lobby.** Drawings and Specifications will be available on Tuesday June 21st, 2016 for the aforementioned project bidding on July 12<sup>th</sup>, 2016.

Will be received by:

City Clerk's Office  
700 N. Jefferson, St,  
Junction City, KS 66441

**Copies of the CONTRACT DOCUMENTS including;** The information for Bidders, Form of Bid, Form of Contract, Plans, Specifications, and other contract documents **may be examined at the following:**

Deam & Deam, L.L.C. Architects  
124 W. 7<sup>th</sup> Street,  
Junction City, KS 66441  
Phone 785-238-0874

**Copies of the CONTRACT DOCUMENTS will be purchased at:**

Deam & Deam, L.L.C. Architects  
124 W. 7<sup>th</sup> Street,  
Junction City, Kansas 66441  
Phone 785-238-0874

A full set of printed copies of Plans and Specifications may be purchased from Deam & Deam for a **NON-refundable** payment of **\$50.00** for **each** set.

**No partial sets will be issued.**

**The Owner reserves the right to reject any and all bids, and to waive any formalities in any bid.**

\_\_\_\_\_  
Sign

\_\_\_\_\_  
Date



00101

**INSTRUCTIONS TO BIDDERS**

**Invitation To Bid:** Sealed proposals addressed to Attn: Captain Dan Breck, will be received at the City Clerk's Office, 700 W. Jefferson St. Junction City, KS 66441 until 2:00pm, Thursday July 12<sup>th</sup>, 2016.

**Scope Of Work:** Remodel of Junction City Police Department Lobby.

**Time:** The Owner will also consider completion time a determining factor in awarding the Contract. Contract must be willing to work after work hours (after 5 pm) and Weekends.

**LIQUIDATED DAMAGES:** The Owner shall be entitled to liquidated damages to cover the costs of alternate facilities, extra observation, the salaries of contingent forces and other expenses incurred by the Owner due to delays in completion of the work caused by the Contractor.

Liquidated damages shall be assessed in an amount per day as indicated below for each calendar day between the adjusted contract completion date and the date of substantial completion of the project. After substantial completion if final project completion is not achieved prior to the adjusted contract completion date the Contractor shall pay for the Project Architect/Engineer's services; as per General Conditions. The above amounts shall be deducted from the contract by contract change order prior to final payment. Such change order will not require approval of the Contractor.

Liquidated damages are established at the rate of **Two Hundred and Fifty (\$250.00) Dollars** per calendar day.

**Drawings and Specifications:**

A complete set of Drawings and Specifications will be provided at non-refundable cost of \$50.00 to Contractors. No partial sets will be issued.

**Measurements:** Measurements referred to in this document are estimates. Contractors will be responsible for determining accurate measurements during their construction.

**Information of Bidders:** All Bidders will be deemed to have thoroughly examined the Construction Documents and fully informed themselves of all conditions relating to the construction of the project. Failure to do so will not relieve the successful Bidder of his obligation to furnish all material and labor necessary to carry out the provisions of the Contract.

**Pre-Bid Meeting:** Shall be at 2:00pm Friday, June 27, 2016 at the proposed building site. All Bidding General Contractors shall be in attendance.

**Laws and Regulations:** All applicable State Laws, Municipal Ordinances, and regulations of all authorities having jurisdiction over the construction of the project shall apply to the Contract through-out, and will be deemed to be included in the Contract as though written herein in full.

**Addenda:** During the bidding period all answers to questions, requests for additional information, or additions/deletions/clarifications of the Construction Documents will be issued by Addenda. A copy of each Addendum will be issued to all General Contractors. The Architect and Owner will not be responsible for the authenticity or correctness of oral interpretations of the Contract Documents or information obtained in any other manner than through the instrument of Addendum. Each Addendum shall be considered part of the Contract Documents, and failure of the Bidder to acknowledge receipt of any Addendum on his bid form may invalidate the bid.

**Proposals:** Bids shall be submitted in duplicate on forms copied from the sample contained in Specifications. All blanks must be completed and both forms dated and witnessed. Bids shall be submitted in sealed envelopes marked with the name of the project as it appears on the Specification cover page and the name of the Bidder. By submitting a bid, a Bidder represents that he is fully qualified, licensed, staffed, and equipped to properly perform the work. A Bidder may withdraw his bid personally or by written request at any time prior to the closing time for receipt of bids. After bid opening, the Bidder may not withdraw his bid for a period of thirty (30) calendar days

from that date.

**Bid Guarantee:** Each bid shall be accompanied by a Bid Bond, Cashier's Check, or Certified Check drawn in favor of the Owner, for 5% of the amount of the total bid. Such Bid Bonds and Checks serve to guarantee that the Bidder will not withdraw his bid for 30 calendar days from the date of bid opening and that if his bid is accepted he will enter into a formal Contract with the Owner and provide the required Performance and Payment Bonds. If the Bidder withdraws his bid within the 30 day time limit, fails to enter into a formal Contract with the Owner, or fails to submit Performance and Payment Bonds within 14 calendar days from the date of acceptance of his bid, the Bidder shall forfeit the amount of his Bid Bond as compensation to the Owner for damages resulting from his default.

**Bond Requirements:** Required after bid is awarded and before work is started.

A. **Performance Bond:** A 100% Performance Bond to cover faithful performance of the Contract will be provided before work begins on the project. Surety must be authorized to transact business in Kansas and an agent resident in the State of Kansas must sign the bond. A cashier check, payable to Junction City Police Department may be used in lieu of a Performance Bond. Cashier checks will be returned after work has been completed.

B. **Statutory Bond:** The State of Kansas requires that a Statutory Bond will be filed with the Clerk of the District Court in the county where the project is located. A copy of this Bond and a receipt from the Clerk of the District Court for filing must be provided to the District before work begins.

**Project Exemption Certificate:**

The successful bidder will receive a Project Exemption Certificate that will allow materials for this project to be purchased without paying tax. The District will forward this Certificate, and a Project Completion Certificate, to the vendor after the State of Kansas has assigned the Project Exemption number for this project. The Project Completion Certificate must be completed once the project is done, and returned to the District along with final invoicing, before final payment can be made.

**Award of Contract:** The Contract will be awarded to the least expensive and/or best qualified responsible Bidder. The Owner reserves the right to accept any of the bids submitted or to reject all of the proposals. The Owner may waive any irregularities in the bid or the bidding process as his interests are best served.

**Insurance:** Required after bid is awarded and before work is started:

a. **Certificate of Insurance:** The Contractor will purchase and maintain the following insurance at all times during the term of the contract, will name USD 473 as the Certificate Holder, and will provide a copy of this certificate to the District before work begins.

General Liability:

Bodily Injury Liability                      \$250,000 each person/\$500,000 each occurrence  
Property Damage Liability                      \$100,000 each occurrence

OR

Each Occurrence                                      \$500,000

Automobile Liability

-----SAME-----

Workman's Compensation Insurance                      Statutory Limits

**Registered / Licenses:** Contractor must be CCR registered, State of Kansas prequalified, and has Nationally Experian/Prometric tested Licensed Master Plumber, and Master General Contractor. Contractor must understand that the school district will issue a sales tax exemption certificate for the project

**Contract and Bond Forms:** The following Forms shall be used unless a substitute which is mutually acceptable to the Owner and Bidder is implemented.

- A. Construction Contract; American Institute of Architects Form A.101, latest edition.
- B. Performance Bond; American Institute of Architects Form A.311, latest edition.
- C. Labor and Material Bond; American Institute of Architects Form A.311, latest edition.
- D. Certificate of Insurance; American Institute of Architects Form G.705, latest edition.
- E. Bid Bond; American Institute of Architects Form A.310, latest edition.
- F. Sales Tax Exemption: Reference section 00470.

END OF SECTION 00101

**PROPOSAL BIDFORM**

Proposal Of: \_\_\_\_\_ (Prime Bidder)

For: Junction City Police Department Lobby, 210 E. 9<sup>th</sup>, Junction City, KS. 66441

The undersigned, having examined the Construction Documents and reviewed all conditions related to the project, hereby proposes to furnish all labor, materials, services, and equipment required in connection with or incidental to the construction. All work shall strictly conform with the following Construction Documents prepared by Deam&Deam L.L.C.:

**SPECIFICATIONS**

**A1 FLOOR PLAN / FINISH FLOOR PLAN /  
DETAILS**

**A2 INTERIOR ELEVATIONS / SECTIONS /  
DETAILS**

Total Base Bid: \_\_\_\_\_ Dollars (\$ \_\_\_\_\_ )

Calendar Days: \_\_\_\_\_

**Bid Guarantee:** The undersigned furnishes herewith a Bid Bond, Cashier's Check, or Certified Check in the amount of Five percent (5%) of the total Base Bid amount in compliance with the stipulations of the Instructions to Bidders Section of these Specifications.

**Addenda:** The undersigned hereby acknowledges receipt of the following Addenda to the Construction Documents. All provisions and requirements of these Addenda have been taken into consideration in the preparation of the foregoing proposal: \_\_\_\_\_

Respectfully Submitted:

**Corporations Complete:**

**Other Entities Complete:**

\_\_\_\_\_  
Legal Name of Corporation

\_\_\_\_\_  
Legal Name of Bidding Firm

\_\_\_\_\_  
State of Incorporation

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
Typed Name of Officer

\_\_\_\_\_  
Typed Name of Officer

\_\_\_\_\_  
Signature of Officer

\_\_\_\_\_  
Signature of Officer

\_\_\_\_\_  
Title of Officer

\_\_\_\_\_  
Title of Officer

\_\_\_\_\_  
Date of Execution

\_\_\_\_\_  
Date of Execution

To be valid, the signature of the Officer must be witnessed and the Proposal dated.

**Seal of Corporation:**

**Witness Complete:**

\_\_\_\_\_  
Typed Name of Witness

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Address of Witness

\_\_\_\_\_  
Date of Execution

**END OF SECTION 00332**

**NOTICE OF AWARD**

To: \_\_\_\_\_  
Project Description: **Junction City Police Department Lobby Remodel**

The **OWNER** has considered the **BID** submitted by you for the above described **WORK** in response to its Advertisement for Bids dated – May 2016 and information for Bidders.

You are hereby notified that your **BID** (Base Bid and Alternates 1,2,3 and4) has been accepted in the amount of: \$ \_\_\_\_\_ with final negotiated price being \$ \_\_\_\_\_.

You are required by the Information for Bidders to execute the Agreement and furnish the required **CONTRACTOR'S** Performance **BOND**, Payment **BOND** and certificates of insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said **BONDS** within ten (10) days from the date of this Notice, said **OWNER** will be entitled to consider all your rights arising out of the **OWNER'S** acceptance of your **BID** as abandoned and as a forfeiture of your **BIDBOND**. The **OWNER** will be entitled to such other rights as may be granted by law.

You are required to return and acknowledge copy of this **NOTICEOF AWARD** to the **OWNER**.

Dated the day of \_\_\_\_\_, 20\_\_.

Junction City Police Department  
**OWNER**

By: Dan Breci  
Title: Captain

**ACCEPTANCE OF NOTICE**

Receipt of the above **NOTICEOF AWARD** is hereby acknowledged

By \_\_\_\_\_

This the day of \_\_\_\_\_, 20\_\_.

By \_\_\_\_\_

Title \_\_\_\_\_

END OF SECTION 00410

NOTICE OF AWARD

D-1

NOTICE OF AWARD

D-2

**NOTICE TO PROCEED**

To: \_\_\_\_\_

Date: \_\_\_\_\_

Project: Junction City Police Department Lobby Remodel

You are hereby notified to commence **WORK** in accordance with the Agreement dated \_\_\_\_\_ on or before \_\_\_\_\_ and you are to complete the **WORK** within \_\_\_\_\_ consecutive calendar days as described in **BID DOCUMENTS**. The date of completion of all **WORK** is therefore \_\_\_\_\_.

\_\_\_\_\_  
**OWNER**

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

Title: \_\_\_\_\_

**ACCEPTANCE OF NOTICE**

Receipt of the above **NOTICE TO PROCEED** is hereby

acknowledged by \_\_\_\_\_

this the day of 20 \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

END OF SECTION 00420

NOTICE TO PROCEED

E-1

**NOTICE TO PROCEED**

**E-2**

**CHANGE ORDER**

---

Order No. \_\_\_\_\_

Date: \_\_\_\_\_

Agreement Date: \_\_\_\_\_

Name of Project: \_\_\_\_\_

Owner: \_\_\_\_\_

Contractor: \_\_\_\_\_

The following changes are hereby made to the CONTRACT DOCUMENTS:  
Justification:

Change to CONTRACT PRICE:

Original CONTRACT PRICE: \$ \_\_\_\_\_

Current CONTRACT PRICE adjusted by previous CHANGE ORDER: \$ \_\_\_\_\_

The CONTRACT PRICE due to this CHANGE ORDER will be increased by: \$ \_\_\_\_\_

The new Contract Price including this CHANGE ORDER will be \$ \_\_\_\_\_

Change to CONTRACT TIME:

The CONTRACT TIME will be increased by calendar days.

The date for completion of all work will be (Date).

Approvals Required:

To be effective, this Order must be approved by the Federal agency if it changes the scope or objective of the PROJECT, or as may otherwise be required by the SUPPLEMENTAL GENERAL CONDITIONS.

Requested by: \_\_\_\_\_

Recommended by: \_\_\_\_\_

Accepted by: \_\_\_\_\_

Approved by: \_\_\_\_\_

END OF SECTION 00430



**AFFIDAVIT**

The following is to be executed by the Contractor after the completion of all work and prior to final payment for work described in the accompanying contract:

State of \_\_\_\_\_

County of \_\_\_\_\_

I, \_\_\_\_\_, of lawful age, being first duly sworn on oath, deposes and states that he is of \_\_\_\_\_, Contractor, which company did on the day of,, enter into written contract with \_\_\_\_\_ Owner, for the performance of the following work:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Affiant further states that all work to be performed by the above named Contractor under said contract has been fully paid.

Affiant further states that he makes this affidavit for the purpose of enabling the Owner to make final payment to \_\_\_\_\_ under the terms of said contract.

\_\_\_\_\_  
Contractor

By \_\_\_\_\_  
Position

\_\_\_\_\_  
Address

Subscribed and sworn before me this day of \_\_\_\_\_

\_\_\_\_\_  
Notary Public Seal

END OF SECTION 00460







**AGREEMENT**

THIS AGREEMENT, made this day of , 20, by and between

\_\_\_\_\_ hereinafter called "OWNER," and \_\_\_\_\_,

hereinafter called "CONTRACTOR." WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the Remodel of Junction City Police Department Lobby as per plans and specification.
2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor, and other services necessary for the construction and completion of the PROJECT described herein.
3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS on or before after the date of the NOTICE TO PROCEED. Will complete the same within calendar days as described in BID DOCUMENTS and ADDENDUMS unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.
4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of \$ \_\_\_\_\_
5. The term "CONTRACT DOCUMENTS" means and includes the following:
 

(A) Advertisement for Bids	(H) Agreement
(B) Information for Bidders	(I) Performance Bond
(C) Proposal Bid Form	(J) Payment Bond
(D) Notice of Award	(K) Bid Bond
(E) Notice to Proceed	(L) General Conditions
(F) Change Order	(M) Supplementary Cond.
(G) Affidavit	
(N) Drawings / Specifications prepared by: <u>Deam&amp;Deam, L.L.C. Architects</u>	

**Construction Specification Sections:**

"Instructions to Bidders" through Division-16 "Electrical General Requirements".

**Drawings:**

A1 FLOOR PLAN / FLOOR FINISH PLAN / DETAILS

A2 INTERIOR ELEVATIONS / WALL SECTIONS / DETAILS

AGREEMENT

H-1

(0) ADDENDA:

No. 1, dated \_\_\_\_\_.

No. 2, dated \_\_\_\_\_.

6. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the General Conditions such amounts as required by the CONTRACT DOCUMENTS.

7. This agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in copies, each of which shall be deemed an original on the date first above written.

**OWNER:**

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

Name (please type) \_\_\_\_\_

Title: \_\_\_\_\_

(SEAL)

**ATTEST:** \_\_\_\_\_

Name (please type) \_\_\_\_\_

Title: \_\_\_\_\_

**CONTRACTOR:** \_\_\_\_\_

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

Name (please type) \_\_\_\_\_

Title: \_\_\_\_\_

(SEAL)

**ATTEST:** \_\_\_\_\_

Name (please type) \_\_\_\_\_

Title: \_\_\_\_\_

END OF SECTION 00531

**GENERAL CONDITIONS**

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1. Definitions
2. Additional Instructions and Detail Drawings
3. Schedules, Reports and Records
4. Drawings
5. Shop Drawings
6. Materials, Services and Facilities
7. Inspection and Testing
8. Substitutions
9. Patents
10. Surveys, Permits, Regulations
11. Protection of Work, Property, Persons
12. Supervision by Contractor
13. Changes in Work
14. Changes in Contract Price
15. Time for Completion and Liquidated Damages
16. Correction of Work
17. Subsurface Conditions
18. Suspension of Work, Termination and Delay
19. Payments to Contractor
20. Acceptance of Final Payment as Release
21. Insurance
22. Contract Security
23. Assignments
24. Indemnification
25. Separate Contracts
26. Subcontracting
27. ARCHITECT's Authority
28. Land and Rights-of-Way
29. Guaranty
30. Arbitration
31. Taxes

*DEFINITIONS*

1.1 Wherever used in the *CONTRACT DOCUMENTS*, the following terms shall have the meanings indicated which shall be applicable to both the singular and plural thereof:

1.2 *ADDENDA* - Written or graphic instruments issued prior to the execution of the Agreement, which modify or interpret the *CONTRACT DOCUMENTS*, *DRAWINGS* and *SPECIFICATIONS*, by additions, deletions, clarifications or corrections.

1.3 *BID* - The offer or proposal of the *BIDDER* submitted on the prescribed form setting forth the prices for the *WORK* to be performed.

1.4 *BIDDER* - Any Person, firm or corporation submitting a *BID* for the *WORK*.

1.5 *BONDS* - Bid, Performance, and Payment Bonds and other instruments of security, furnished by the *CONTRACTOR* and his surety in accordance with the *CONTRACT DOCUMENTS*.

1.6 *CHANGE ORDER* - A written order to the *CONTRACTOR* authorizing an addition, deletion or revision in the *WORK* within the general scope of the *CONTRACT DOCUMENTS*, or authorizing an adjustment in the *CONTRACT PRICE* or *CONTRACT TIME*.

1.7 *CONTRACT DOCUMENTS* - The contract, including Advertisement For Bids, Information For Bidders, *BID*, Bid Bond, Agreement, Payment Bond, Performance Bond, *NOTICE OF AWARD*, *NOTICE TO PROCEED*, *CHANGE ORDER*, *DRAWINGS*, *SPECIFICATIONS*, and *AGENDA*.

1.8 *CONTRACT PRICE* - The total monies payable to the *CONTRACTOR* under the terms and conditions of the *CONTRACT DOCUMENTS*.

1.9 *CONTRACT TIME* - The number of calendar days stated in the *CONTRACT DOCUMENTS* for the completion of the *WORK*.

1.10 *CONTRACTOR* - The person, firm or corporation with whom the *OWNER* has executed the Agreement.

1.11 *DRAWINGS* - The part of the *CONTRACT DOCUMENTS* which show the characteristics and scope of the *WORK* to be performed and which have been prepared or approved by the *ARCHITECT*.

1.12 *ARCHITECT* - The person, firm or corporation named as such in the *CONTRACT DOCUMENTS*.

1.13 *FIELD ORDER* - A written order effecting a change in the *WORK* not involving an adjustment in the *CONTRACT PRICE* or an extension of the *CONTRACT TIME*, issued by the *ARCHITECT* to the *CONTRACTOR* during construction.

1.14 *NOTICE OF AWARD* - The written notice of the acceptance of the *BID* from the *OWNER* to the successful *BIDDER*.

1.15 *NOTICE TO PROCEED* - Written communication issued by the *OWNER* to the *CONTRACTOR* authorizing him to proceed with the *WORK* and establishing the date of commencement of the *WORK*.

1.16 *OWNER* - A public or quasi-public body or authority, corporation, association, partnership, or individual for whom the *WORK* is to be performed.

1.17 *PROJECT* - The undertaking to be performed as provided in the *CONTRACT DOCUMENTS*.

1.18 *RESIDENT PROJECT REPRESENTATIVE* - The authorized representative of the *OWNER* who is assigned to the *PROJECT* site or any part thereof.

1.19 SHOP DRAWINGS - All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the CONTRACTOR, a SUBCONTRACTOR, manufacturer, SUPPLIER or distributor, which illustrate how specific portions of the WORK shall be fabricated or installed.

1.20 SPECIFICATIONS - A part of the CONTRACT DOCUMENTS consisting of written descriptions of a technical nature of materials, equipment, construction systems, standards and workmanship.

1.21 SUBCONTRACTOR - An individual, firm or corporation having a direct contract with the CONTRACTOR or with any other SUBCONTRACTOR for the performance of a part of the WORK at the site.

1.22 SUBSTANTIAL COMPLETION - That date as certified by the ARCHITECT when the construction of the PROJECT or a specified part thereof is sufficiently completed, in accordance With the CONTRACT DOCUMENTS, so that the PROJECT or, specified part can be utilized for the purposes for which it is intended.

1.23 SUPPLEMENTAL GENERAL CONDITIONS Modifications to General Conditions required by a Federal Agency for participation in the PROJECT and approved by the agency in writing prior to inclusion in the CONTRACT DOCUMENTS, or such requirements that may be imposed by applicable state laws.

1.24 SUPPLIER - Any person or organization who supplies; materials or equipment for the WORK, including that fabricated to a special design, but who does not perform labor at the site.

1.25 WORK - All labor necessary to produce the construction required by the CONTRACT DOCUMENTS, and all materials and equipment incorporated or to be incorporated in the PROJECT.

1.26 WRITTEN NOTICE - Any notice to any party of the Agreement relative to any part of this Agreement in writing and considered delivered and the service thereof completed, when posed by certified or registered mail to the said party at his last given address, or delivered in person to said party or his authorized representative on the WORK.

*2. ADDITIONAL DRAWINGS INSTRUCTIONS AND DETAIL*

2.1 The CONTRACTOR may be furnished additional instructions and detail drawings, by the ARCHITECT, as necessary to carry out the WORK required by the CONTRACT DOCUMENTS.

2.2 The additional drawings and instruction thus supplied will become a part of the CONTRACT DOCUMENTS. The CONTRACTOR shall carry out the WORK in accordance with the additional detail drawings and instructions.

*3. SCHEDULES, REPORTS AND RECORDS*

3.1 The CONTRACTOR shall submit to the OWNER such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records and other data where applicable as are required by the CONTRACT DOCUMENTS for the WORK to be performed:

3.2 Prior to the first partial payment estimate the CONTRACTOR. Shall submit construction progress schedules showing the order in which he proposes to carry on the WORK, including dates at which he will start the various parts of the WORK, estimated date of start the various parts of the WORK, estimated date of completion of each part and, as applicable:

3.2.1 The dates at which special detail drawings will be required; and

3.2.2 Respective dates for submission of SHOP DRAWINGS, the beginning of manufacture, the testing and the installation of materials, supplies and equipment.

3.3 The CONTRACTOR shall also submit a schedule of payments that he anticipates he will earn during the course of the WORK.

*4. DRAWINGS AND SPECIFICATIONS*

4.1 The intent of the DRAWINGS and SPECIFICATIONS is that the CONTRACTOR shall furnish all labor, materials, tools, equipment, and transportation necessary for the proper execution of the WORK in accordance with

the CONTRACT DOCUMENTS and all incidental work necessary to complete the PROJECT in an acceptable manner, ready for use, occupancy or operation by the OWNER.

4.2 In case of conflict between the DRAWINGS and SPECIFICATIONS, the SPECIFICATIONS shall govern. Figure dimensions on DRAWINGS shall govern over scale dimensions, and detailed DRAWINGS shall govern over general DRAWINGS.

4.3 Any discrepancies found between the DRAWINGS and SPECIFICATIONS and site conditions or any inconsistencies or ambiguities in the DRAWINGS or SPECIFICATIONS shall be immediately reported to the ARCHITECT, in writing, who shall promptly correct such inconsistencies or ambiguities in writing. WORK done by the CONTRACTOR after his discovery of such discrepancies, inconsistencies or ambiguities shall be done at the CONTRACTOR'S risk.

#### 5. SHOP DRAWINGS

5.1 The CONTRACTOR shall provide SHOP DRAWINGS as may be necessary for the prosecution of the WORK as required by the CONTRACT DOCUMENTS. The ARCHITECT shall promptly review all SHOP DRAWINGS. The ARCHITECT'S approval of any SHOP DRAWING shall not release the CONTRACTOR from responsibility for deviations from the CONTRACT DOCUMENTS. The approval of any SHOP DRAWING which substantially deviates from the requirement of the CONTRACT DOCUMENTS shall be evidenced by a CHANGE ORDER.

5.2 When submitted for the ARCHITECT'S review, SHOP DRAWINGS shall bear the CONTRACTOR'S certification that he has reviewed, checked and approved the SHOP DRAWINGS and that they are in conformance with the requirements of the CONTRACT DOCUMENTS.

5.3 Portions of the WORK requiring a SHOP DRAWING or sample submission shall not begin until the SHOP DRAWING or submission has been approved by the ARCHITECT. A copy of each approved SHOP DRAWING and each approved sample shall be kept in good order by the CONTRACTOR at the site and shall be available to the ARCHITECT.

#### 6. MATERIALS, SERVICES AND FACILITIES

6.1 It is understood that, except as otherwise specifically stated in the CONTRACT DOCUMENTS, the CONTRACTOR shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, supervision, temporary construction of any nature, and all other services and facilities of any nature whatsoever necessary to execute, complete, and deliver the WORK within the specified time.

6.2 Materials and equipment shall be so stored as to insure the preservation of their quality and fitness for the WORK. Stored materials and equipment to be incorporated in the WORK shall be located so as to facilitate prompt inspection.

6.3 Manufactured articles, materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer.

6.4 Materials, supplies and equipment shall be in accordance with samples submitted by the CONTRACTOR and approved by the ARCHITECT.

6.5 Materials, supplies or equipment to be incorporated into the WORK shall not be purchased by the CONTRACTOR or the SUBCONTRACTOR subject to a chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller.

#### 7. INSPECTION AND TESTING

7.1 All materials and equipment used in the construction of the PROJECT shall be subject to adequate inspection and testing in accordance with generally accepted standards, as required and defined in the CONTRACT DOCUMENTS.

7.2 The OWNER shall provide all inspection and testing services not required by the CONTRACT DOCUMENTS.

7.3 The CONTRACTOR shall provide at his expense the testing and inspection services required by- the CONTRACT DOCUMENTS.

7.4 If the CONTRACT DOCUMENTS, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any WORK to specifically be inspected; tested, or approved by someone other than the CONTRACTOR, the CONTRACTOR will give the ARCHITECT timely notice or readiness. The CONTRACTOR will then furnish the ARCHITECT the required certificates of inspection, testing or approval.

7.5 Inspections, tests or approvals by the ARCHITECT or others shall not relieve the CONTRACTOR from his obligations to perform the WORK in accordance with the requirements of the CONTRACT DOCUMENTS.

7.6 The ARCHITECT and his representatives will at all times have access to the WORK. In addition, authorized representatives and agents of any participating Federal or state agency shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices and materials, and other relevant data and records. The CONTRACTOR will provide proper facilities for such access and observation of the WORK and also for any inspection, or testing there of.

7.7 If any WORK is covered contrary to the written instructions of the ARCHITECT it must, if requested by the ARCHITECT, be uncovered for his observation and replaced at the CONTRACTOR'S expense.

7.8 If the ARCHITECT considers it necessary or advisable that covered WORK be inspected or tested by others, the CONTRACTOR, at the ARCHITECT'S request, will uncover, expose or otherwise make available for observation, inspection or testing as the ARCHITECT may require, that portion of the WORK in question, furnishing all necessary labor, materials, tools, and equipment. If it is found that such WORK is defective, the CONTRACTOR will bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction. If, however, such WORK is not found to be defective, the CONTRACTOR will be allowed an increase in the CONTRACT PRICE or an extension of the CONTRACT TIME, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction and an appropriate CHANGE ORDER shall be reissued.

#### 8. *SUBSTITUTIONS*

8.1 Whenever a material, article or piece of equipment is identified on the DRAWINGS or SPECIFICATIONS by reference to brand name or catalogue number, it shall be understood that this is referenced for the purpose of defining the performance or other salient requirements and that other products of equal capacities, quality and function shall be considered. The CONTRACTOR may recommend the substitution of a material, article, or piece of equipment of equal substance and function for those referred to in the CONTRACT DOCUMENTS by reference to brand name or catalogue number, and if, in the opinion of the ARCHITECT, such material, article, or piece of equipment is of equal substance and function to that specified, the ARCHITECT may approve its substitution and use by the CONTRACTOR. Any cost differential shall be deductible from the CONTRACT PRICE and the CONTRACT DOCUMENTS shall be appropriately modified by CHANGE ORDER. The CONTRACTOR warrants that if substitutes are approved, no major changes in the function or general design of the PROJECT will result. Incidental changes or extra component parts required to accommodate the substitute will be made by the CONTRACTOR without a change in the CONTRACT PRICE or CONTRACT TIME.

#### 9. *PATENTS*

9.1 The CONTRACTOR shall pay all applicable royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and save the OWNER harmless from loss on account thereof, except that the OWNER shall be responsible for any such loss when a particular process, design, or the product of a particular manufacturer or manufacturers is specified, however if the CONTRACTOR has reason to believe that the design, process or product specified is an infringement of a patent, he shall be responsible for such loss unless he promptly give such information to the ARCHITECT.

#### 10. *SURVEYS, PERMITS, REGULATIONS*

10.1 The OWNER shall furnish all boundary surveys and establish all base lines for locating the principal component

parts of the WORK together with a suitable number of bench marks adjacent to the WORK as shown in the CONTRACT DOCUMENTS. From the information provided by the OWNER, unless otherwise specified in the CONTRACT DOCUMENTS, the CONTRACTOR shall develop and make all detail surveys needed for construction such as slope stakes, batter boards, stakes for pile locations and other working points, lines, elevations and cut sheets.

10.2 The CONTRACTOR shall carefully preserve bench marks, reference points and stakes and, in case of willful or careless destruction, he shall be charged with the resulting expense and shall be responsible for any mistakes that may be caused by their unnecessary loss or disturbance.

10.3 Permits and licenses of a temporary nature necessary for the prosecution of the WORK shall be secured and paid for by the CONTRACTOR unless otherwise stated in the SUPPLEMENTAL GENERAL CONDITIONS. Permits, licenses and easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the OWNER, unless otherwise specified. The CONTRACTOR shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the WORK as drawn and specified. If the CONTRACTOR observes that the CONTRACT DOCUMENTS are at variance therewith, he shall promptly notify the ARCHITECT in writing, and any necessary changes shall be adjusted as provided in Section 13, CHANGES IN THE WORK.

#### 11. PROTECTION OF WORK, PROPERTY AND PERSONS

11.1 The CONTRACTOR will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the WORK. He will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to all employees on the WORK and other persons who may be affected thereby, all the WORK and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation or replacement in the course of construction,

11.2 The CONTRACTOR will comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction. He will erect and maintain, as required by the conditions and progress of the WORK, all necessary safeguards for safety and protection. He will notify owners of adjacent utilities when prosecution of the WORK may affect them. The CONTRACTOR will remedy all damage, injury or loss to any property caused directly or indirectly, in whole or in part, by the CONTRACTOR, any SUBCONTRACTOR or anyone directly or indirectly employed by any of them or anyone for whose acts any of them be liable, except damage or loss attributable to the fault of the CONTRACT DOCUMENTS or to the acts or omissions of the OWNER or the ARCHITECT or anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of the CONTRACTOR.

11.3 In emergencies affecting the safety of persons or the WORK or property at the site or adjacent thereto, the CONTRACTOR, without special instruction or authorization from the ARCHITECT or OWNER, shall act to prevent threatened damage, injury or loss. He will give the ARCHITECT prompt WRITTEN NOTICE of any significant changes in the WORK or deviations from the CONTRACT DOCUMENTS caused thereby, and a CHANGE ORDER shall thereupon be issued covering the changes and deviations involved.

#### 12. SUPERVISION BY CONTRACTOR

12.1 The CONTRACTOR will supervise and direct the WORK; He will be solely responsible for the means, methods, techniques, sequences and procedures of construction. The CONTRACTOR will employ and maintain on the WORK a qualified supervisor or superintendent who shall have been designated in writing by the CONTRACTOR as the CONTRACTOR'S representative at the site. The supervisor shall have full authority to act on behalf of the CONTRACTOR and all communications given to the supervisor shall be as binding as if given to the CONTRACTOR. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the WORK.

#### 13. CHANGES IN THE WORK

13.1 The OWNER may at any time, as the need arises, order changes within the scope of the WORK without invalidating the Agreement. If such changes increase or decrease the amount due under the CONTRACT DOCUMENTS, or in the time required for performance of the WORK, an equitable adjustment shall be authorized by CHANGE ORDER.

13.2 The ARCHITECT, also, may at any time, by issuing a FIELD ORDER, make changes in the details of the WORK. The CONTRACTOR shall proceed with the performance of any changes in the WORK so ordered by the ARCHITECT unless the CONTRACTOR believes that such FIELD ORDER entitles him to a change in CONTRACT PRICE or TIME, or both, in which event he shall give the ARCHITECT WRITTEN NOTICE thereof within seven (7) days after the receipt of the ordered change. Thereafter the CONTRACTOR shall document the basis for the change in CONTRACT PRICE or TIME within thirty (30) days. The CONTRACTOR shall not execute such changes pending the receipt of an executed CHANGE ORDER or further instruction from the OWNER.

#### 14. *CHANGES IN CONTRACT PRICE*

14.1 The CONTRACT PRICE may be changed only by a CHANGE ORDER. The value of any WORK covered by a CHANGE ORDER or of any claim for increase or decrease in the CONTRACT PRICE shall be determined by one or more of the following methods in the order of precedence listed below, (a) Unit prices previously approved. (b) An agreed lump sum; (c) The actual cost for labor, direct overhead, materials, supplies, equipment, and other services necessary to complete the work. In addition there shall be added an amount to be agreed upon but not to exceed fifteen (15) percent of the actual cost of the WORK to cover the cost of general overhead and profit.

#### 15. *TIME FOR COMPLETION AND LIQUIDATED DAMAGES*

15.1 The date of beginning and the time for completion of the WORK are essential conditions of the CONTRACT DOCUMENTS and the WORK embraced shall be commenced on a date specified in the NOTICE TO PROCEED.

15.2 The CONTRACTOR will proceed with the WORK at such rate of progress to insure full completion within the CONTRACT TIME. It is expressly understood and agreed, by and between the CONTRACTOR, and the OWNER, that the CONTRACT TIME for the completion of the WORK described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the WORK.

15.3 If the CONTRACTOR shall fail to complete the WORK within the CONTRACT TIME, or extension of time granted by the OWNER, then the CONTRACTOR will pay to the OWNER the amount for liquidated damages as specified in the INSTRUCTION TO BIDDER for each calendar day that the CONTRACTOR shall be in default after the time stipulated in the CONTRACT DOCUMENTS.

15.4 The CONTRACTOR shall not be charged with liquidated damages or any excess cost when the delay in completion of the WORK is due to the following, and the CONTRACTOR has promptly given WRITTEN NOTICE of such delay to the OWNER or ARCHITECT.

15.4.1 To any preference, priority or allocation order duly issued by the OWNER.

15.4.2 To unforeseeable causes beyond the control and without the fault or negligence of the CONTRACTOR, including but not restricted to, acts of another CONTRACTOR in the performance of a contract with the OWNER, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes; and abnormal and unforeseeable weather; and

15.4.3 To any delays of SUBCONTRACTORS occasioned by any of the causes specified in paragraphs 15.4.1 and 15.4.2 of this article.

#### 16. *CORRECTION OF WORK*

16.1 The CONTRACTOR shall promptly remove from the premises any WORK rejected by the ARCHITECT for failure to comply with the CONTRACT DOCUMENTS, whether incorporated in the construction or not, and the

CONTRACTOR shall promptly replace and re-execute the WORK in accordance with the CONTRACT DOCUMENTS and without expense to the OWNER and shall bear the expense of making good all WORK of other CONTRACTORS destroyed or damaged by such removal or replacement.

16.2 All removal and replacement WORK shall be done at the CONTRACTOR'S expense. If the CONTRACTOR does not take action to remove such rejected WORK within ten (10) days after receipt of WRITTEN NOTICE, the OWNER may remove such WORK and store the materials at the expense of the CONTRACTOR.

#### 17. *SUBSURFACE CONDITIONS*

17.1 The CONTRACTOR shall promptly, and before such conditions are disturbed, except in the event of an emergency, notify the OWNER by WRITTEN NOTICE of:

17.1.1 Subsurface or latent physical conditions at the site differing materially from those indicated in the CONTRACT DOCUMENTS; or

17.1.2 Unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the CONTRACT DOCUMENTS.

17.2 The OWNER shall, promptly investigate the conditions, and if it finds that such conditions do so materially differ and cause an increase or decrease in the cost of, or, in the time required for, performance of the WORK, an equitable adjustment shall be made and the CONTRACT DOCUMENTS shall be modified by a CHANGE ORDER. Any claim of the CONTRACTOR for adjustment hereunder shall not be allowed unless he has given the required WRITTEN NOTICE; provided that the OWNER may, if he determines the facts so justify, consider and adjust any such claims asserted before the date of final payment.

#### 18. *SUSPENSION OF WORK, TERMINATION AND DELAY*

18.1 The OWNER may suspend the WORK or any portion thereof for a period of not more than ninety days or such further time as agreed upon by the CONTRACTOR, by WRITTEN NOTICE to the CONTRACTOR and the ARCHITECT which notice shall fix the date on which WORK shall be resumed. The CONTRACTOR will resume that WORK on the date so fixed. The CONTRACTOR will be allowed an increase in the CONTRACT PRICE or an extension of the CONTRACT TIME, or both, directly attributable to any suspension.

18.2 If the CONTRACTOR is adjusted a bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the CONTRACTOR or for any of his property, or if he files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or applicable laws, or if he repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or if he repeatedly fails to make prompt payments to SUBCONTRACTORS or for labor, materials or equipment or if he disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction of the WORK or if he disregards the authority of the ARCHITECT, or if he otherwise violates any provision of the CONTRACT DOCUMENTS, then the OWNER may, without prejudice to any other right or remedy and after giving the CONTRACTOR and his surety a minimum of ten (10) days from delivery of a WRITTEN NOTICE, terminate the services of the CONTRACTOR and take possession of the PROJECT and of all materials, equipment, tools, construction equipment and machinery thereon owned by the CONTRACTOR, and finish the WORK by whatever method he may deem expedient. In such case the CONTRACTOR, shall not be entitled to receive any further payment until the WORK is finished. If the unpaid balance of the

CONTRACT PRICE exceeds the direct and indirect costs of completing the PROJECT, including compensation for additional professional services, such excess SHALL BE PAID TO THE CONTRACTOR. If such costs exceed such unpaid balance, the CONTRACTOR will pay the difference to the OWNER. Such costs incurred by the OWNER will be determined by the ARCHITECT and incorporated in a CHANGE ORDER.

18.3 Where the CONTRACTOR'S services have been so terminated by the OWNER, said termination shall not affect any right of the OWNER, said termination shall not affect any right of the OWNER against the CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of monies by the OWNER due the

CONTRACTOR will not release the CONTRACTOR from compliance with the CONTRACT DOCUMENTS.

18.4 After ten (10) days from delivery of a WRITTEN NOTICE to the CONTRACTOR and the ARCHITECT, the OWNER may, without cause and with but prejudice to any other right or remedy, elect to abandon the PROJECT and, terminate the Contract. In such case, the CONTRACTOR shall be paid for all WORK executed and any expense " sustained plus reasonable profit.

18.5 If, through no act or fault of the CONTRACTOR, the WORK is suspended for a period of more than ninety (90) days by the OWNER or under an order of court or other public authority, or the ARCHITECT fails to act on any request for payment within thirty (30) days after it is submitted, or the OWNER fails to pay the CONTRACTOR substantially the sum approved by the ARCHITECT or awarded by arbitrators within thirty (30) days of its approval and presentation, then the CONTRACTOR may after ten (10) days from delivery of a WRITTEN NOTICE to the OWNER and ARCHITECT, terminate the CONTRACT and recover from the OWNER payment for all WORK executed and all expenses sustained. In addition and in lieu of terminating the CONTRACT, if the ARCHITECT has failed to act on a request for payment or if the OWNER has failed to make any payment as aforesaid, the CONTRACTOR may upon ten (10) days written notice to the OWNER and the ARCHITECT stop the WORK until he has been paid all amounts the due, in which event and upon resumption of the WORK, CHANGE ORDERS shall be issued for adjusting the CONTRACT PRICE or extending the CONTRACT TIME or both to compensate for the costs and delays attributable to the stoppage of the WORK.

18.6 If the performance of all or any portion of the WORK is suspended, delayed, or interrupted as a result of a failure Of the OWNER or ARCHITECT to act within the time specified in the CONTRACT DOCUMENTS, or if no time is specified, within a reasonable time, an adjustment in the CONTRACT PRICE or an extension of the CONTRACT TIME, or both, shall be made by CHANGE ORDER to compensate the CONTRACTOR for the costs and delays necessarily caused by the failure of the OWNER or ARCHITECT

19.1 At least ten (10) days before each progress payment falls due (but not more often than once a month), the CONTRACTOR will submit to the ARCHITECT a partial payment estimate filled out and signed by the CONTRACTOR covering the WORK performed during the period covered by the partial payment estimate and supported by such data as the ARCHITECT may reasonably require. If payment is requested on the basis of materials and equipment not incorporated in the WORK but delivered and suitably stored at or near the site, the partial payment estimate shall also be accompanied by such supporting data, satisfactory to the OWNER, as will establish the OWNER'S title to the material and equipment and protect his interest therein, including applicable insurance. The ARCHITECT will, within ten (10) days after receipt of each partial payment estimate, either indicate in writing his approval of payment and present the partial payment estimate to the OWNER, or return the partial payment estimate to the CONTRACTOR indicating in writing his reasons for refusing to approve payment. In the latter case, the CONTRACTOR may make the necessary corrections and resubmit the partial payment estimate. The OWNER will, within ten (10) days of presentation to him of an approved partial payment estimate, pay the CONTRACTOR a progress payment on the basis of the approved partial payment estimate. The OWNER shall retain ten (10) percent of the amount of each payment until final completion and acceptance of all work covered by the CONTRACT DOCUMENTS. 1. The OWNER at any time, however, after fifty (50) percent of the WORK has been completed; if he finds that satisfactory progress is being made, shall reduce retain age to five (5) percent on the current and remaining estimates. When, the WORK is substantially complete (operational or beneficial occupancy), the retained amount may be further reduced below five (5) percent to only that amount necessary to assure completion. On completion and acceptance of a part of the WORK on which the price is stated separately in the CONTRACT DOCUMENTS, payment may be made in full, including retained percentages, less authorized deductions.

19.2 The request for payment may also include an allowance for the cost of such major materials and equipment which are suitably stored either at or near the site.

19.3 Prior to SUBSTANTIAL COMPLETION, the OWNER, with the approval of the ARCHITECT and with the concurrence of the CONTRACTOR, may use any completed or substantially completed portions of the WORK. Such use shall not constitute an acceptance of such portions of the WORK.

19.4 The OWNER shall have the right to enter the premises for the purpose of doing work not covered by the CONTRACT DOCUMENTS. This provision shall not be construed as relieving the CONTRACTOR of the sole responsibility for the care and protection of the WORK, or the restoration of any damaged WORK except such as may be caused by agents or employees of the OWNER.

19.5 Upon completion and acceptance of the WORK, the ARCHITECT shall issue a certificate attached to the final payment request that the WORK has been accepted by him under the conditions of the CONTRACT DOCUMENTS. The entire balance found to be due the CONTRACTOR, including the retained percentages, but except such sums as may be lawfully retained by the OWNER, shall be paid to the CONTRACTOR within thirty (30) days of completion and acceptance of the WORK.

19.6 The CONTRACTOR will indemnify and save the OWNER or the OWNER'S agents, harmless from all claims growing out of the lawful demands of SUBCONTRACTORS, laborers, workmen, mechanics, material men, and furnishers of machinery and parts thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the WORK. The CONTRACTOR shall, at the OWNER'S request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived. If the CONTRACTOR fails to do so the OWNER may, after having notified the CONTRACTOR, either pay unpaid bills or withhold from the CONTRACTOR'S unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon PAYMENT TO THE contractor shall be resumed, in accordance with the terms of the CONTRACT DOCUMENTS, but in no event shall the provisions of this sentence be construed to impose any obligations upon the OWNER to either the CONTRACTOR, his Surety, or any third party. In paying any unpaid bills of the CONTRACTOR, any payment so made by the OWNER shall be considered as a payment made under the CONTRACT DOCUMENTS by the OWNER to the CONTRACTOR and the OWNER shall not be liable to the CONTRACTOR for any such payments made in good faith.

19.7 If the OWNER fails to make payment thirty (30) days after approval by the ARCHITECT, in addition to other remedies available to the CONTRACTOR, there shall be added to each such payment interest at the maximum legal rate commencing on the first day after said payment is due and continuing until the payments received by the CONTRACTOR.

## 20. ACCEPTANCE OF FINAL PAYMENT AS RELEASE

20.1 The acceptance by the CONTRACTOR of final payment shall be and shall operate as a release to the OWNER of all claims and all liability to the CONTRACTOR other than claims in stated amounts as may be specifically excepted by the CONTRACTOR for all things done or furnished in connection with this WORK and for every act and neglect of the OWNER and others relating to or arising out of this WORK. Any payment, however, final or otherwise, shall not release the CONTRACTOR or his sureties from any obligations under the CONTRACT DOCUMENTS or the Performance BOND and Payment BONDS.

## 21. INSURANCE

21.1 The CONTRACTOR shall purchase and maintain such insurance as will protect him from claims set forth below which may arise out of or result from the CONTRACTOR'S execution of the WORK, whether such execution by himself or by any SUBCONTRACTOR or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

21.1.1 Claims under workmen's compensation, disability benefit and other similar employee benefit acts;

21.1.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of his employees;

21.1.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees;

21.1.4 Claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the

CONTRACTOR, or (2) by an other person; and .

21.1.5 Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom.

21.2 Certificates of Insurance acceptable to the OWNER shall be filed with the OWNER prior to commencement of the WORK. . These Certificates shall contain a provision that coverages afforded under the policies will not be cancelled unless at least fifteen (15) days prior WRITTEN NOTICE has been given to the OWNER.

21.3 The CONTRACTOR shall procure and maintain, at his own expense, during the CONTRACT TIME. Liability insurance as hereinafter specified;

21.3.1 CONTRACTOR'S General Public Liability and Property Damage Insurance including death, and all claims for destruction of or' damage to property, arising out of or in connection with any operations under the CONTRACT DOCUMENTS, whether such operations be by himself Or by any SUBCONTRACTOR under him, or anyone directly or indirectly employed by the CONTRACTOR or by a SUBCONTRACTOR under him. Insurance shall be written with a limit of liability of not less than \$500,000 for all damages arising out of bodily injury, including death, at any time resulting therefrom, sustained by anyone person in anyone accident; and a limit of liability of not less than \$500,000 aggregate for any such damages sustained by two or more persons in anyone accident. Insurance shall be written with a limit of liability of not less than \$200,000 for all property damage sustained by anyone person in any one accident; and a limit of liability of not less than \$200,000 aggregate for any such damage sustained by two or more persons in anyone accident.

21.3.2 The CONTRACTOR shall acquire and maintain, if applicable, Fire and Extended Coverage insurance upon the PROJECT to the full insurable value thereof for the benefit of the OWNER, the CONTRACTOR, and SUBCONTRACTORS' as their interest may appear. This provision shall in no way release the CONTRACTOR or CONTRACTOR'S surety from obligations under the CONTRACT DOCUMENTS to fully complete the PROJECT.

21.4 The CONTRACTOR shall procure and maintain, at his own expense, during the CONTRACT TIME, in accordance with the provisions of the laws of the state in which the work is performed, Workmen's Compensation Insurance, including occupational disease provisions, for all of his employees at the site of the PROJECT and in case any work is sublet, the CONTRACTOR shall require such SUBCONTRACTOR similarly to provide Workmen's Compensation Insurance, including occupational disease provisions for all of the latter's employees unless such employees are covered by the protection afforded by the CONTRACTOR. In case any class of employees engaged in hazardous work under this contract at the site of PROJECT is not protected under Workmen's Compensation statute, the CONTRACTOR shall provide, and shall cause such SUBCONTRACTOR to provide, adequate and suitable insurance for the protection of his employees-not otherwise protected. "

21.5 The CONTRACTOR shall secure, if applicable, "All Risk" type Builder's Risk Insurance for WORK to be performed. Unless specifically authorized by the OWNER, the amount of such insurance shall not be less than the CONTRACT PRICE totaled in the BID. The policy shall cover not less than the losses due to fire, explosion, hail, lightning, vandalism, malicious mischief, wind, collapse, riot, aircraft, and smoke during the CONTRACT TIME, and until the WORK is accepted by the OWNER.. The policy shall name as the insured the CONTRACTOR, the ARCHITECT, and the OWNER.

## 22. CONTRACT SECURITY

22.1 The CONTRACTOR shall within ten (10) days after the receipt of the NOTICE OF AWARD furnish the OWNER with a Performance Bond and a Payment Bond in penal sums equal to the amount of the CONTRACT PRICE, conditioned upon the performance by the CONTRACTOR of all undertakings, covenants, terms, conditions and agreements of the CONTRACT DOCUMENTS, and upon the prompt payment by the CONTRACTOR to all persons supplying labor and materials in the prosecution of the WORK provided by the CONTRACT DOCUMENTS.

Such BONDS shall be executed by the CONTRACTOR and a corporate bonding company licensed to transact such business in the state in which the WORK is to be performed and named on the current list of "Surety Companies

Acceptable on Federal Bonds" as published in the: Treasury Department Circular Number 570. The expense of these BONDS shall be borne by the CONTRACTOR. If at any time a surety on any such BOND is declared a bankrupt or loses its right to do business in the state in which the WORK is to be performed or is removed from the list of Surety Companies accepted on Federal BONDS, CONTRACTOR shall within ten (10) days after notice from the OWNER to do so, substitute an acceptable BOND (or BONDS) in such form and sum and signed by such other surety or sureties as may be satisfactory to the OWNER. The premiums on such BOND shall be paid by the CONTRACTOR. No " further payments shall be deemed due nor shall be made until' the new surety or sureties shall have furnished an acceptable BOND to the OWNER. '

### 23. ASSIGNMENTS

23.1 Neither the CONTRACTOR nor the OWNER shall sell, transfer, assign or otherwise dispose of the Contract or any portion thereof, or of his right, title or interest therein, or his obligations thereunder, without written consent of the other party.

### 24. INDEMNIFICATION

24.1 The CONTRACTOR will indemnify and hold harmless the OWNER and the ARCHITECT and their agents and employees from and against all claims, damages, losses and expenses, including attorney's fees arising out of or resulting from the performance of the WORK, provided that any such claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom; and IS caused in whole or in part by any negligent or willful act or omission of the CONTRACTOR, and SUBCONTRACTOR, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

24.2 In any and all claims against the OWNER or the ARCHITECT, or any of their agents or employees, by any employee of the CONTRACTOR, any SUBCONTRACTOR, anyone directly or indirectly employed by any of them; or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the CONTRACTOR or any SUBCONTRACTOR under workmen's compensation acts, disability benefit acts or other employee benefits acts.

24.3 The obligation of the CONTRACTOR under this paragraph shall not extend to the liability of the ARCHITECT, his agents or employees arising out of the preparation or approval of maps, DRAWINGS, opinions, reports, surveys, CHANGE ORDERS, designs or SPECIFICATIONS;

### 25. SEPARATE CONTRACTS

25.1 The OWNER reserves the right to let other contracts in connection with this PROJECT. The CONTRACTOR shall afford other CONTRACTORS reasonable opportunity for the introduction and storage of their materials and the execution of their WORK, and shall properly connect and coordinate his WORK with theirs. If the proper execution or results of any part of the CONTRACTOR'S WORK depends upon the WORK of any other CONTRACTOR, the CONTRACTOR shall; inspect and promptly report to the ARCHITECT any defects in such WORK that render it unsuitable for such proper execution and results.

25.2 The OWNER may perform additional WORK related to the PROJECT by himself, or he may let other contracts containing provisions similar to these. The CONTRACTOR will afford the other CONTRACTORS who are parties to such Contracts (or the OWNER, if he is performing the additional WORK himself), reasonable opportunity for the introduction and storage of materials and equipment and the execution of WORK, and shall ; properly connect and coordinate his WORK with theirs.

25.3 If the performance of additional WORK by other CONTRACTORS or the OWNER is not noted in the CONTRACT DOCUMENTS prior to the execution of the CONTRACT, written notice thereof shall be given to the CONTRACTOR prior to starting any such additional WORK.

If the CONTRACTOR believes that the performance of such additional WORK by the OWNER or other involves him in additional expense or entitles him to an extension of the CONTRACT TIME, he may make a claim therefore as provided in Sections 14 and 15.

### 26. SUBCONTRACTING

26.1 The CONTRACTOR may utilize the services of specialty SUBCONTRACTORS on those parts of the WORK which, under normal contracting practices, are performed by specialty SUBCONTRACTORS.

26.2 The CONTRACTOR shall not award WORK to SUBCONTRACTOR(S), in excess of fifty (50%) percent of the CONTRACT PRICE, without prior written approval of the OWNER.

26.3 The CONTRACTOR shall be fully responsible to the OWNER for the acts and omissions of his SUBCONTRACTORS, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

26.4 The CONTRACTOR shall cause appropriate provisions to be inserted in all subcontracts relative to the WORK to bind SUBCONTRACTORS to the CONTRACTOR by the terms of the CONTRACT DOCUMENTS insofar as applicable to the WORK of SUBCONTRACTORS and to give the CONTRACTOR the same power as regards terminating any subcontract that the OWNER may exercise over the CONTRACTOR under any provision of the CONTRACT DOCUMENTS.

26.5 Nothing contained in this CONTRACT shall create any contractual relation between any SUBCONTRACTOR and the OWNER.

#### 27. ARCHITECT'S AUTHORITY

27.1 The ARCHITECT shall act as the OWNER'S representative during the construction period. He shall decide questions which may arise as to quality and acceptability of materials furnished and WORK performed. He shall interpret the intent of the CONTRACT DOCUMENTS in a fair and unbiased manner. The ARCHITECT Will make visits to the site and determine if the WORK is proceeding in accordance with the CONTRACT DOCUMENTS.

27.2 The CONTRACTOR will be held strictly to the intent of the CONTRACT DOCUMENTS in regard to the quality of materials, workmanship and execution of the quality of materials, workmanship and execution of the WORK. Inspections may be made at the factory or fabrication plant of the source of material supply.

27.3 The ARCHITECT will not be responsible for the construction means, controls, techniques, sequences, procedures, or construction safety.

27.4 The ARCHITECT shall promptly make decisions relative to interpretation of the CONTRACT DOCUMENTS.

#### 28. LAND AND RIGHTS OF WAY

28.1 Prior to issuance of NOTICE TO PROCEED, the OWNER shall obtain all land and rights-of-way necessary for carrying out and for the completion of the WORK to be performed pursuant to the CONTRACT DOCUMENTS, unless otherwise mutually agreed.

28.2 The OWNER shall provide to the CONTRACTOR information which delineates and describes the lands owned and rights-of-way acquired.

28.3 The CONTRACTOR shall provide at his own expense and without liability to the OWNER and additional land and access thereto that the CONTRACTOR may desire for temporary construction facilities, or for storage of materials.

#### 29. GUARANTY

29.1 The CONTRACTOR shall guarantee all material and equipment to be furnished and WORK performed for a period of one (1) year from the date of SUBSTANTIAL COMPLETION. The CONTRACTOR warrants and guarantees for a period of one (1) year from the date of SUBSTANTIAL COMPLETION of the system that the completed system is free from all defects due to faulty materials or workmanship and the CONTRACTOR shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the system resulting from such defects.

The OWNER will give notice of observed defects with reasonable promptness. In the event that the CONTRACTOR should fail to make such repairs, adjustments, or other WORK that may be made necessary by such defects, the OWNER may do so and charge the CONTRACTOR the cost thereby incurred. The Performance BOND shall remain in full force and effect through the guarantee period.

### 30. ARBITRATION

30.1 All claims, disputes and other matters in question arising out of, or relating to, the CONTRACT DOCUMENTS or the breach thereof, except for claims which have been waived by the making and acceptance of final payment as provided by

Section 20, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. This agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrators shall be final, and judgment may be entered upon in any court having jurisdiction thereof.

30.2 Notice of the demand for arbitration shall be filed in writing with the other party to the CONTRACT DOCUMENTS and with the American Arbitration Association, and a copy shall be filed with the ARCHITECT. Demand for arbitration shall in no event be made on any claim, dispute or other matter in question which would be barred by the applicable statute of limitations.

30.3 The CONTRACTOR will carry on the WORK and maintain the progress schedule during any arbitration proceedings, unless otherwise mutually agreed in writing.

### 31. TAXES

31.1 The CONTRACTOR will pay all sales, consumer use and other similar taxes required by the law of the place where the WORK is performed unless tax exempt.

**END OF SECTION**

**SUPPLEMENTARY CONDITIONS**

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**PART 1 GENERAL****1.1 MODIFICATIONS TO GENERAL CONDITIONS**

- A. These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract and other provisions of the Contract Documents as indicated below. All provisions which are not so amended or supplemented remain in full force and effect.
- B. The General Conditions are general in scope and may refer to conditions not encountered on the work covered by this contract. Any provision of the General Conditions which pertains to a nonexistent condition and is not applicable to the work to be performed hereunder, or which conflicts with any provision of the Special Conditions shall have no meaning in the contract and shall be disregarded.

**1.2 LIQUIDATED DAMAGES**

- A. The Owner shall be entitled to liquidated damages to cover the costs of alternate facilities, extra observation, the salaries of contingent forces and other expenses incurred by the Owner due to delays in completion of the work caused by the Contractor. Liquidated damages shall be assessed in an amount per day as indicated below for each calendar day between the adjusted contract completion date and the date of substantial completion of the project. After substantial completion if final project completion is not achieved prior to the adjusted contract completion date the Contractor shall pay for the Project Architect/Engineer's services; as per General Conditions. The above amounts shall be deducted from the contract by contract change order prior to final payment. Such change order will not require approval of the Contractor.
- B. Liquidated damages are established at the rate of Two Hundred Fifty (\$250.00) Dollars per calendar day.

**1.3 EXTENSIONS FOR UNUSUAL WEATHER**

- A. This provision specifies the procedure for determination of time extensions for abnormal and unforeseeable weather in accordance par. 15.4 of the General Conditions. In order for the Owner to award a time extension under this clause, the following conditions must be satisfied:
1. The weather experienced at the project site during the contract period must be found to be unusually severe, that is, more severe than the adverse weather anticipated for the project location during any given month.
  2. The unusually severe weather must actually cause a delay to the completion of the project. The delay must be beyond the control and without the fault or negligence of the Contractor.
- B. The following schedule of monthly anticipated adverse weather delays is based on National Oceanic and Atmospheric Administration (NOAA) or similar data for the project location will constitute the base line for monthly weather time evaluations. The Contractor's

progress schedule must reflect these anticipated adverse weather delays in all weather dependent activities.

**MONTHLY ANTICIPATED ADVERSE WEATHER DELAY WORK DELAY BASED ON A (5) DAY WORK WEEK**

Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec
(13)	(9)	(5)	(6)	(7)	(8)	(7)	(5)	(6)	(5)	(3)	(8)

- C. Upon acknowledgment of the Notice to Proceed and continuing throughout the contract, the Contractor will record on the daily report the occurrence of adverse weather and resultant impact to normally scheduled work. Actual adverse weather delay days must prevent work on critical activities for 50 percent or more of the Contractor's scheduled work day. The number of actual adverse weather delay days shall include days impacted by actual adverse weather, be calculated chronologically from the first to the last day of each month, and be recorded as full days. If the number of actual adverse weather delay days exceeds the number of days anticipated in paragraph B, above, the Owner will convert any qualifying delays to calendar days, and issue equivalent time extension.

**PART 2 ACCURACY OF CONTRACT DOCUMENTS**

There is no guarantee, stated or implied to the Bidder or Contractor, of the accuracy of quantities or the extent of unknown conditions. The Bidder or Contractor is presumed to have examined the risk of unforeseen events which might occur during the course of construction, and to have satisfied himself as to the accuracy of stated quantities

**2.1 MEASUREMENT AND PAYMENT**

1. It is the intent of the BID and these Special Conditions that the total bid, as submitted, shall cover all work shown on the contract drawings and required by the specifications and other Contract Documents. All costs in connection with the work, including furnishing of all materials, equipment, supplies, and appurtenances; providing all construction plant, equipment, and tools; and performing all necessary labor to fully complete the work, shall be included in the unit and lump sum prices named in the Proposal. No items of work that are required by the Contract Documents for the proper and successful completion of the contract will be paid for outside of or in addition to the prices submitted in the Proposal. All work not specifically set forth in the Proposal as a pay item shall be considered a subsidiary obligation of the Contractor and all costs in connection therewith shall be included in the prices named in the Proposal.

2. Payment:

a. The City may retain 10% of the amount of the Contract until the project is complete and all conditions of the Contract have been met.

b. All payments must be approved by the City Council, which meets twice monthly.

After the City has agreed that all conditions of the contract have been met, invoice payment will be processed and submitted for approval at the first scheduled City Council meeting of the following month. Council meetings are typically held on the second and fourth Monday of the month. Invoices, Consent of Surety for Final Payment and Project Completion Certificates must be received by the end of the month to be included in payments approved at the first monthly meeting.

**2.2 PROTECTION OF PUBLIC AND PRIVATE PROPERTY**

The Contractor shall protect, shore, brace, support and maintain all public and private property not specifically required to be affected by work under these Contract Documents. All such pavements, driveways curbs, walks, buildings, utility poles, guy wires, fences; Pipes, drains and other structures, together with all sod and shrubs in yards and parking, if removed or damaged, shall be restored to their original condition as determined and approved by the Engineer, whether within or outside the Owner's right-of-way or the project construction limits. All replacements shall be made with new materials.

**2.3 GENERAL GUARANTEE**

- A. Neither the final certificate of payment nor any provisions in the Contract Documents nor partial or entire occupancy of the premises by the Owner shall constitute an acceptance of work not done in accordance with the Contract Documents or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship.
- B. In addition to the existing, common law remedies for tort and breach of Contract, during a period of one year from and after the date of substantial completion of the work embraced by this Contract, the Contractor shall make all needed repairs and replacements arising out of defective workmanship or materials, or both, which, in the judgment of the Owner, shall become necessary during such period. If within ten days after the mailing of a notice in writing to the Contractor, or his agent, the said Contractor shall neglect to make, or undertake with due diligence to make the aforesaid repairs and replacements, the Owner is hereby authorized to make such repairs and replacements at the Contractor's expense; providing, however, that in case of an emergency where, in the judgment of the Owner, delay would cause serious loss or damage, repairs and replacements may be made without notice being sent to the Contractor, and the Contractor shall pay the cost thereof. During the first 30 days of this period, the Contractor shall clean out any screens or valves that have become plugged with dirt and debris during this 30-day period.

**2.4 SITE INVESTIGATION**

- A. The Contractor acknowledges that he has satisfied himself as to the nature and location of the work, the general and local conditions, including but not restricted to those bearing upon transportation, disposal, handling, and storage of materials, availability of labor, water, electric power, roads, and the uncertainties of weather, the conformation and condition of the ground, the character, quality and quantity of surface and subsurface materials or obstacles to be encountered, the character of equipment and facilities needed preliminary to and during the prosecution of the work and all other matters which can in any way affect the work or the cost under this contract.

The Contractor's failure to acquaint himself with all the available information concerning these conditions shall not relieve him from responsibility for estimating properly the difficulty or cost of successfully performing the work.

**2.5 SITE MANAGEMENT**

- a. Storage of materials and equipment Storage requirements will be identified by the District's representative. A storage area will be provided at the work site.
- b. The work area will be safely secured at all times. (See General Conditions)
- c. The Contractor/Vendor will be responsible for the disposal of all trash, rubbish and refuse dumpsters.

## 2.6 KANSAS COMMISSION ON CIVIL RIGHTS

The following laws, administered by the Kansas Commission on Civil Rights (K.S.A. 44-1030; K.S.A. 44-1031 as amended, and K.S.A. 44-1032) are included in this contract and are made a part of the contract provisions, except in the case of Contractors, vendors or supplier whose cumulative dollar total in any fiscal year is \$5,000.00 or less, or who have fewer than four employees:

- A. The Contractor shall observe the provisions of the Kansas act against discrimination and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, physical handicap unrelated to such person's ability to engage in the particular work, national origin or ancestry;
- B. In all solicitations or advertisements for employees, the Contractor shall include the phrase, "equal opportunity employer", or a similar phrase to be approved by the commission.
- C. If the Contractor fails to comply with the manner in which the Contractor reports to the commission in accordance with the provisions of K.S.A. 1976 Supp. 44-1030, as amended, the Contractor shall be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part, by the contracting agency.
- D. If the Contractor is found guilty of a violation of the Kansas act against discrimination under a decision or order of the commission which has become final, the Contractor shall be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part, by the contracting agency.
- E. The Contractor shall include the provision of paragraphs 1 through 4 inclusively of this subsection in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.

## 2.7 DEFINITIONS

Where the terms "Architect" or "Owner's Representative" are used, they shall be considered interchangeable.

END OF SECTION 00810

**SECTION 01 1000 - SUMMARY OF WORK****PART 1 - GENERAL****1.01 SUMMARY**

- A. This Section includes the following:
1. Definitions.
  2. Work covered by Contract Documents.
  3. Contractor's use of site and premises.
  4. Owner occupancy requirements.
  5. Specification formats and conventions.

**1.02 DEFINITIONS**

- A. **Owner:** When the Term "Owner" is used in the Contract Documents, it is understood to mean Junction City Police Department (JCPD) or its authorized representative.
- B. **Architect:** When the Term "Architect" is used in the Contract Documents, it is understood to mean Deam & Deam LLC. Architecture, Brett Deam, Architect, Project Manager.
- C. **Work:** When the Term "Work" is used in the Contract Documents, it is understood to mean all activities, labor and material necessary to properly provide the installation as specified and described by these Contract Documents.

**1.03 WORK COVERED BY CONTRACT DOCUMENTS**

- A. The work comprises the complete construction required by the Bidding Documents for Building Name Project Title, and includes all labor necessary to produce such construction and all materials and equipment incorporated or to be incorporated in such construction, as well as temporary facilities necessary to the construction process.
- B. **PRE-BID DISCLOSURE:** If these documents or the job conditions make it impossible to produce first class work or to warranty the Work or its performance, or should discrepancies appear among the Contract Documents, or should field conditions be different than anticipated, the contractor is required to request all necessary clarifications, interpretations, or corrections in writing, in a timely manner prior to bidding the Work. Should the contractor fail to make such requests, all work must be executed in a timely and workmanlike manner, with no additional expense to the Owner, and no extension of time will be considered.
- C. **POST CONTRACT DISCOVERIES:** Should subsequently discovered field or job conditions create requirements for additional work significantly beyond the limits of the Work defined within the Contract Documents resulting in additional costs, or should subsequent discoveries result in less work or cost savings, the contractor is required to request all necessary clarifications, interpretations, and authorization to proceed in writing, as a change order to the contract in accordance with the general conditions for this work. Should the contractor fail to make such request, all work must be executed in a timely and workmanlike manner, with no additional expense to the owner, and no extension of time will be considered.

**1.04 CONTRACTOR'S USE OF SITE AND PREMISES**

- A. Limit construction operations to areas noted on drawings. Owner's representative will designate a suitable area for storage of materials and equipment. The contractor will furnish a suitable enclosure for security and protection of the supplies.
1. Do not disturb portions of site beyond areas in which the Work is indicated.
  2. **Penetrations:** Any ground penetrations must first be located by JCPD to ensure underground utilities will not be damaged.

3. Keep driveways and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times.
  - a. Do not use these areas for parking or storage of materials. Confirm location for staging of materials with Owner's representative prior to bidding the work.
  - b. Schedule deliveries to minimize use of driveways and entrances.
  - c. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.
- B. Provide any required protection of the roof, walkways and the outside of the building whenever materials are being moved.
- C. Access to the roof will be furnished by the contractor from the exterior of the building utilizing minimal access locations specifically approved by the Owner's representative. Cover and otherwise protect all surfaces, landscape elements and grounds during re-roofing access activities.
- D. The contractor is required to provide protection to newly installed roofing surfaces, to the remaining existing roof surface, and all surrounding roof installations during re-roofing construction.
  1. Do not allow storage of materials, placement of the adhesive, staging of work, or any activities related to this construction on the finished roofing membrane. Stage and organize the work activities to protect and maintain the finished roof in a "like-new" condition.
  2. Damaged roofing materials, crushed insulation, or other defective work must be removed and replaced at no expense to the owner.
- E. Provide barricades required for traffic and pedestrian control as needed during the project. Temporary posts must be supported on ground without penetrations OR if penetrations are necessary, locates must be performed by Contractor in advance. Notify Owner's Project Manager at least five working days in advance.
- F. Restroom facilities are to be provided by the contractor and are to be kept clean, well serviced and secure from unauthorized entry.
- G. Limit use of site and premises to allow the following:
  1. Owner occupancy.
  2. Use of site and premises by public and tenants.
  3. Storage of Contractor's material, equipment, and tools is limited to primary area of construction activity as determined by Owner.
- H. Access to site: Limited to locations determined by Owner. See plans for approximate areas.
- I. Restrict construction activity to the normal business hours (6:00 AM-8:00PM), unless otherwise approved by Owner.
- J. Minimize disruption and inconvenience to public's use of adjacent areas.
- K. Do not obstruct existing access and egress from adjacent site facilities.
- L. Tobacco Policy: JCPD's tobacco policy.
- M. The contractor is to provide required protection to prevent any debris, tools, or any other construction related downfall into the interior spaces below.
- N. Any use of the interior spaces by the Contractor must be scheduled with and approved by the Owner in advance.
- O. Contractor shall provide enclosed trash chute for disposal of all rooftop refuse into proper trash receptacle on-site. Assure that area is kept clean and free of wind-blown (or any) trash from the contractor's operations. Police area on a daily basis or as directed by the Owner's representative to assure a clean and well organized site. Any materials, supplies, tools or debris not

mechanically removed from the rooftop must be removed by means of the trash chute. No materials, supplies, tools or debris may be dropped or thrown from the roof except by means of the trash chute.

#### 1.05 OWNER OCCUPANCY REQUIREMENTS

- A. Construct Work to accommodate Owner's occupancy requirements during construction period.
  - 1. The Owner will occupy the site and all areas of building not scheduled for Work during each phase of construction for the conduct of the Owner's normal business operations.
- B. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage including, but not limited to, the following:
  - 1. Perform the Work so as not to interfere with Owner's operations.
  - 2. Maintain existing building in a weather tight condition throughout construction period.
  - 3. Protect building and its occupants during construction period.
  - 4. Maintain existing facility free from construction debris, waste, dirt and dust.
  - 5. Do not allow existing facility equipment and services to become nonoperational due to construction activity.
  - 6. Repair damage caused by construction operations.
  - 7. Do not allow access to site and existing facility to become blocked by construction activity.

#### 1.06 SPECIFICATION FORMATS AND CONVENTIONS

- A. Specification Format: The Specifications are generally organized into Divisions and Sections using the Construction Specification Institutes (CSI) general numbering system.
  - 1. Section identification: The Specifications use section numbers and titles to help cross referencing in the Contract Documents.
  - 2. Sections in the Project Manual are in numeric sequence. However, the sequence is incomplete. Consult Project Manual Table of Contents to determine numbers and names of sections in the Contract Documents.
- B. Specification Content: The Specifications use the following conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations:
  - 1. Abbreviated language:
    - a. Language used in the Specifications and other Contract Documents is abbreviated and contains incomplete sentences.
    - b. Words which do not contribute to clear and concise directions have been omitted (e.g. "the Contractor shall", "shall be", and "as indicated on the Drawings.>").
    - c. Words and meanings shall be interpreted by the Architect as appropriate.
    - d. Words implied, but not stated, shall be inferred as the sense requires.
    - e. Singular words shall be interpreted as plural and plural words shall be interpreted as singular where applicable as the context of the Contract Documents indicates.
  - 2. Imperative mood and streamlined language are generally used in the Specification.
    - a. Requirements expressed in the imperative mood are to be performed by Contractor.
    - b. Occasionally, the indicative or subjunctive mood may be used in Section text for clarity to describe responsibilities that must be fulfilled indirectly by Contractor or by others when so noted.
    - c. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase (e.g. "Color: Brown").
    - d. The inferred subject of clauses or sentences starting with a verb shall be the Contractor (or subcontractor, or supplier) responsible for the Work of the Specification Section in which it occurs.

**PART 2 - PRODUCTS**

Not used

**PART 3 - EXECUTION**

Not used

**END OF SECTION 01 1000**

**SECTION 01 1010 - SCHEDULE OF DRAWINGS**

**PART 1 - GENERAL**

**1.01 LIST OF DRAWINGS**

- A1 Floor Plan / Floor Finish Plan / Details
- A2 Interior Elevations / Wall Sections / Details

**PRODUCTS**

Not used

**PART 2 - EXECUTION**

Not Used

**END OF SECTION 011010**

**SECTION 01 2300 ALTERNATIVES**

**PART 1 – GENERAL**

**1.01 SUMMARY:**

- A. To enable the Owner to compare total costs where alternative materials and methods of construction might be used, Alternatives have been established as described on the Drawings and/or in this Section of the Project Manual.
- B. This section identifies each Alternate by number, and describes the basic changes to be incorporated into the work, when the Alternate is made a part of the work by specific provisions in the Owner-Contractor Agreement.
- C. Related Work:
  - 1. Documents affecting work of this Section include, but are not necessarily limited to: General Conditions, Supplementary Conditions and Sections in Division 1 of the Project Manual.
  - 2. Materials and methods to be used in the Base Bid and in the Alternatives also may be described on the Drawings and/or in pertinent other Sections of the Project Manual.
  - 3. Method of quotation of the cost of each Alternate, and the basis of the Owner's acceptance of Alternates: Bidding Documents.
  - 4. Incorporation of Alternates into the work: Owner-Contractor Agreement.

**1.02 SUBMITTALS:**

- A. All Alternatives described in this Section are required to be reflected on the Bid Form as submitted by the bidder.
- B. Do not submit Alternatives other than as described in this Section, except as provided for "Substitutions" under Section 01630 of the Project Manual.

**1.03 ALTERNATIVES:**

NA

**1.04 ADVANCE COORDINATION:**

- A. Immediately after award of the Contract, or as soon thereafter as the Owner has made a decision on which, if any of the Alternatives will be selected, thoroughly and clearly advise necessary personnel and suppliers as to the nature of Alternatives selected by the Owner.

**END OF SECTION 01 2300**

**SECTION 01 5000 - TEMPORARY FACILITIES AND CONTROLS****PART 1 - GENERAL****1.01 SUMMARY****A. Section Includes:**

1. Temporary utilities.
2. Temporary barriers, enclosures, and security.
3. Protection of existing plant life.
4. Protection of installed Work.
5. Access roads.
6. Parking.
7. Project identification.
8. Field offices and sheds.
9. Examination.
10. Progress cleaning.
11. Removal of utilities, facilities, and controls.
12. Manufacturer's Inspection.

**B. Related Sections:**

1. Section 017700 – Contract Closeout Procedures.

**1.02 TEMPORARY UTILITIES****A. Existing Utilities:** Provide protection to prevent damage or interference to existing utilities. In the event of accidental interruption of a service or utility, inform Owner and related utility company without delay, and take prompt remedial action.

1. Schedule work requiring disconnections, reconnections, and interruptions of services and utilities with Owner and utility companies.
2. Maintain electrical and mechanical services and utilities unless interruptions are scheduled.
3. Provide and remove temporary connection devices when no longer required

**B. Temporary Water:** Contractor shall connect to Owner's existing service.

1. Owner will pay cost of water used.

**C. Temporary Sanitary Facilities:**

1. Provide and maintain adequate chemical toilet facilities.
2. Existing and new toilets shall not be used by construction personnel.
3. Provide drinking water from an approved source.

**D. Temporary Fire Protection:** Provide and maintain fire fighting equipment for the duration of construction in accordance with the requirements of local authorities and subject to approval of Owner's insurance carrier.**E. Temporary Electricity:**

1. JCPD will arrange for Contractor to connect to Owner's electrical service for this work. Request hookup or breaker box as required to complete the Work.
2. Provide flexible power cords as required for adequate power and power distribution as required for this work.

**1.03 TEMPORARY BARRIERS, ENCLOSURES AND SECURITY****A. Barriers and Enclosures:**

1. Provide temporary barriers and enclosures inside and outside building for safety,

prevention of unauthorized entry, protection of existing facilities, protection of existing vegetation, protection of materials, and protection against the weather.

- a. Do not block required egress routes.
  - b. Do not penetrate ground with temporary posts - assure that posts are adequately supported on grade. If penetrations must be made, locates must be performed by KSU Facilities Personnel in advance. Notify Owner's Project Manager at least five working days in advance.
2. Provide temporary construction fence at perimeter of construction area.
    - a. Minimum height: 4 feet.
    - b. Provide lockable gates as required for access to construction areas.
  3. Provide temporary protection at existing sidewalks in compliance with regulations of authority having jurisdiction.
- B. Security: Provide security and facilities to protect Work and existing facilities from unauthorized entry, vandalism, and theft.

#### 1.04 PROTECTION OF EXISTING PLANT LIFE

- A. Protect trees, shrubs, lawns, and other plant growth adjacent to construction activity and staging.
1. Protect from unnecessary cutting, breaking or skinning of roots, skinning and bruising of bark, smothering by stockpiling construction or excavation materials within drip line, and excessive foot and vehicular traffic.
  2. Water existing plant life within limits of contract work area as required to maintain health of plant life during course of construction operations.
- B. Repair or replace, as directed by Architect, existing plant life indicated to remain which is damaged by construction operations.
1. Obtain services of licensed arborist to repair damage to plant life.
  2. Replace plant life which cannot be repaired and restored to full-growth condition.
  3. Damaged turf must be replaced with new sod (not grass seed) upon completion of work.

#### 1.05 PROTECTION OF INSTALLED WORK

- A. Protect installed Work and provide special protection where specified in individual section of specifications.
- B. Provide temporary and removable protection for installed Products.
1. Control activity in immediate work area to minimize damage.
- C. Provide coverings at walls, projections, jambs, sills, and soffits of openings.
- D. Protect finished floors, stairs, and other surfaces from traffic, dirt, wear, damage, and movement of heavy objects.
- E. Prohibit traffic and storage upon waterproofed or roofed surfaces.
1. If traffic or activity is necessary, obtain recommendations for protection from waterproofing or roofing manufacturer.
- F. Limit traffic upon landscaped areas. Notify KSU Facilities Project Manager a minimum of five working days prior to provide locates on sprinkler heads to avoid damaging. Repair or replace any damaged sprinkler heads. Protect plant life from damage and restore with exact like kind materials.

#### 1.06 ACCESS ROADS

- A. Provide and maintain access to fire hydrants, free of obstructions.
- B. Provide means of removing mud from vehicle wheels before entering streets.

**1.07 PARKING**

- A. Arrange for surface parking areas to accommodate construction personnel.
1. When site space is not adequate, provide additional off-site parking.
  2. Parking shall be coordinated with and directed by JCPD.

**1.08 PROJECT IDENTIFICATION**

- A. No signs will be allowed on the project site except those required by law or ordinance for safety, traffic control, and protection of persons and property.

**1.09 FIELD OFFICES AND SHEDS**

- A. Field offices and sheds are not required for this project. The contractor is required to maintain a clean, dry and usable copy of the complete contract document set, including shop drawings and product data, on site at all times when work is in progress.

**PART 2 - PRODUCTS****2.01 MATERIALS**

- A. Materials shall be new in unopened containers with factory labels intact, must be suitable and adequate in capacity for the required usage, must not create unsafe conditions, and must not violate requirements or applicable codes and standards. Do not utilize any products known to contain asbestos or other known hazardous substance.

**PART 3 - EXECUTION****3.01 EXAMINATION**

- A. Verification of Conditions: Examine areas and conditions under which Work is to be performed and identify conditions detrimental to proper and timely completion. Notify owner prior to submitting bid of any conditions which may prevent timely execution of the intended work as designed and specified.
1. Do not proceed until unsatisfactory conditions have been corrected. Execution of the intended work shall be evidence that the contractor has accepted the condition of the existing substrate construction as suitable for the intended applications.
  2. Field measure and confirm all required sizes and quantities and all existing dimensions required for this work activity. Verify all existing materials and assure that new work is carefully integrated as necessary to assure an acceptable and complete reroofing.

**3.02 GENERAL**

- A. Assure that all work is executed in a proper manner consistent with the contract documents and in accordance with the acceptable practices of the roofing material manufacturer. Modify and extend systems as Work progress requires. Notify owner of any discrepancies which may be discovered during the course of this work. Do not proceed if conditions are detrimental to the proper execution of the work.

**3.03 PROGRESS CLEANING**

- A. Maintain areas free of waste materials, debris, and rubbish.
1. Maintain Site in a clean and orderly condition. Do not allow material to be blown off or otherwise dropped or displaced from the roof area to the ground below.
- B. Remove waste material, debris, and rubbish from Site daily and properly and legally dispose off-site in a licensed landfill. Pay all costs associated with the removals and document payment as may be required by the owner.

**3.04 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS**

- A. Restore existing facilities used during construction to their original condition including grounds used for staging or areas damaged by access to the staging areas.
- B. Provide timely notice of any requirements known or as discovered by the contractor.

**3.05 MANUFACTURER'S INSPECTION**

- A. The Contractor is to notify the Architect 48 hours in advance so that the Architect or a representative can be present for the inspection.

**END OF SECTION 01 5000**

**SECTION 01 7700 – CONTRACT CLOSEOUT PROCEDURES****PART 1 - GENERAL****1.01 SUMMARY**

- A. Section Includes:
1. Closeout procedures.
  2. Final cleaning.
  3. Contractor's closeout submittals.
  4. Project record documents.
  5. Operating and maintenance manuals.
  6. Warranties.
  7. Spare parts and maintenance materials.
- B. Related Sections:
1. Document D: General Conditions of the Contract.
  2. Document E: Supplemental General Conditions.

**1.02 CLOSEOUT PROCEDURES**

- A. When the Contractor considers that the Work, or a portion thereof, which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect the following:
1. Written notice of the following:
    - a. Contract Documents have been reviewed.
    - b. Work has been inspected by Contractor for compliance with Contract Documents.
    - c. Work has been completed in accordance with Contract Documents.
    - d. Equipment and systems have been tested in the presence of Owner's representatives, and are operational.
    - e. Work is completed and ready for Final Inspection by Architect.
  2. A comprehensive list of items to be completed or corrected.
    - a. The Contractor shall proceed promptly to complete and correct items on the list.
      1. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.
- B. Upon receipt of the Contractor's comprehensive list of items to be completed or corrected, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete.
1. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect.
  2. Should Architect determine Work is incomplete or defective, Architect will notify Contractor in writing, listing incomplete and defective Work.
  3. Contractor shall, within ten working days of date of Architect's list, submit written request for any clarifications Contractor may require of Architect's list of incomplete or defective Work.
  4. Contractor shall immediately remedy the incomplete and defective Work.
  5. Contractor shall submit written notice that corrected Work is complete.
- C. The Contractor shall then submit a written request for another inspection by the Architect to determine Substantial Completion.
1. When the Work or designated portion thereof is substantially complete, the Architect will

- prepare a Certificate of Substantial Completion which shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate.
2. Warranties required by the Contract Documents shall commence on the Date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.
- D. Except with the consent of the Owner, the Architect will perform no more than two inspections to determine whether the Work or a designated portion thereof has attained Substantial Completion in accordance with the Contract Documents.
1. The Owner will be entitled to deduct from the Contract Sum amounts paid to the Architect for any additional inspections.
    - a. Cost of the Architect's additional services will be calculated in accordance with the hourly rates included in the Agreement Between Owner and Architect.
    - b. Architect will issue a deduct Change Order in the amount of Architect's additional services.
    - c. Owner will deduct the amount of Architect's additional services from final payment to Contractor.
- E. The Certificate of Substantial Completion will be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate.
- F. Upon receipt of written notice from the Contractor that the Work is ready for final inspection and acceptance, and upon receipt of a final Application for Payment, the Architect will make such inspection.
1. Should Architect determine Work is incomplete or defective, Architect will notify Contractor in writing listing incomplete and defective Work.
    - a. Contractor shall, within ten working days of date of Architect's list, submit written request for any clarifications Contractor may require of Architect's list of incomplete or defective Work. Contractor shall immediately remedy the incomplete and defective Work.
    - b. Contractor shall submit written notice that corrected Work is complete.
  2. The Contractor shall then submit a written request for another inspection by the Architect to determine final completion of the Work.
- G. Except with the consent of the Owner, the Architect will perform no more than two inspections to determine whether the Work or a designated portion thereof has attained Final Completion in accordance with the Contract Documents. The Owner will be entitled to deduct from the Contract Sum amounts paid to the Architect for any additional inspections.
1. The Owner will be entitled to deduct from the Contract Sum amounts paid to the Architect for any additional inspections.
    - a. Cost of the Architect's additional services will be calculated in accordance with the hourly rates included in the Agreement Between Owner and Architect.
    - b. Architect will issue a deduct Change Order in the amount of Architect's additional services.
    - c. Owner will deduct the amount of Architect's additional services from final payment to Contractor.
- H. The Contractor is to notify the Architect 48 hours in advance so that the Architect or a representative can be present for the inspection.

### 1.03 FINAL CLEANING

- A. Complete prior to Substantial Completion.
- B. Remove temporary protective coatings, barriers, and labels not required to remain.

- C. Clean finishes free of dust, stains, films, and other foreign substances.
- D. Clean and polish transparent exterior glass affected by construction.
- E. Wipe surfaces of mechanical and electrical equipment clean.
- F. Clean waste and debris from service areas, roofs, gutters, downspouts, drainage systems, areaways, and other areas.
- G. Clean and sweep exterior paving and walks, removing stains, spills, and foreign substances.
- H. Rake clean landscaped areas.
- I. Remove waste and surplus materials, rubbish, and construction facilities from Site.
- J. Maintain Work in clean condition until Architect certifies Substantial Completion.
- K. Contractor to maintain clean and assure that building interiors are final cleaned of any construction related debris which may fall into the interior below work areas. Provide for prompt clean-up activities upon notice from the University Project Manager that the construction related debris is observed.

#### 1.04 CONTRACTOR'S CLOSEOUT SUBMITTALS

- A. When Contractor considers Work is complete, Contractor shall submit the following prior to inspection of completed Work by Architect as described above:
  - 1. Project Record Documents.
  - 2. Operating and Maintenance Manuals.
- B. When Architect has determined Work is acceptable under the Contract Documents, and the Contract fully performed, prior to issuance the final Certificate for Payment by the Architect, the Contractor shall submit the following:
  - 1. American Institute of Architects (AIA) Document G706 Contractor's Affidavit of Payment of Debts and Claims.
  - 2. AIA Document G706A Contractor's Affidavit of Release of Liens.
  - 3. Contractor's releases and waivers of liens, claims, security interest or encumbrances arising out of the Contract, for full amount of Contract Sum.
  - 4. Releases and waivers of liens, claims, security interest or encumbrances arising out of the Contract, for one hundred percent of contract involved for such releases and waivers from each Subcontractor, sub-subcontractor and material equipment suppliers who have furnished materials for the Work under contract with the Contractor, Subcontractors, or sub-subcontractors.
  - 5. AIA Document G707 Consent of Surety Company to Final Payment.
  - 6. Evidence of compliance with requirements of governing authorities, including but not limited to the following:
    - a. Certificate of occupancy.
    - b. Certificates of inspection from all required agencies and departments having jurisdiction.
  - 7. Warranties and copy of manufacturer's warranty inspection report.
  - 8. Warranty inspection activities.
  - 9. Contractor's certificate stating that no materials containing asbestos have been incorporated into the Work.

#### 1.05 PROJECT RECORD DOCUMENTS

- A. Maintain at Project Site one set of the following documents to record actual construction conditions concurrent with construction progress.
  - 1. Project Manual.
  - 2. Drawings.
  - 3. Addenda.

4. Construction Change Directives.
  5. Change Orders.
  6. Architect's Supplemental Instructions, and other written instructions.
  7. Other Modifications to Contract Documents.
  8. Reviewed submittals.
- B. Store record documents separate from documents used for construction.
- C. Format for Project Record Documents:
1. Delete or line out Architect's and Engineers' seals.
  2. Legibly identify Contractor's name, address, and telephone number on each document.
    - a. Contractor's project superintendent shall sign and date documents.
  3. Project Manual: Addenda, Change Orders, Architect's Supplemental Instructions, other Modifications, and other 8 1/2" by 11" data shall be bound within three ring binders, identified on exterior with Project Identification.
    - a. Legibly mark to record actual Products installed, including manufacturer's name and product's model and number, suppliers of each Product, and revisions to execution procedures.
  4. Drawings: Legibly mark revisions and actual construction conditions including the following.
    - a. Measured location of internal utilities and appurtenances concealed in construction referenced to visible and accessible features of the Work.
    - b. Field changes of dimensions and detail.
    - c. Changes made by Modifications.
    - d. Details not on original Contract Drawings.
- D. Record information on Record Documents concurrent with construction progress.
- E. Submit Record Documents five working days prior to date Contractor considers Work to be complete.

#### 1.06 OPERATING AND MAINTENANCE MANUALS

- A. Operating and Maintenance Manuals shall consist of two sets of required data bound into 11 1/2" by 11 1/2" three D-side ring expansion plastic binders.
1. Binder covers shall have printed title "OPERATING AND MAINTENANCE MANUALS", Project identification, and subject matter on cover and exterior edge of binder.
  2. When multiple binders are used, correlate data into related consistent groupings.
- B. Internally subdivide binder contents with permanent page dividers, logically organized as described below, with tab titling clearly typed under reinforced laminated plastic tabs.
- C. Contents:
1. Provide a table of contents for each volume, with each product or system description identified, typed on 24 pound white paper.
  2. Directory: List names, addresses, and telephone numbers of Architect, Architect's consultants, Contractor, subcontractor, sub-subcontractors, and major material suppliers.
  3. Operation and maintenance instructions: Arrange by system and subdivide by Project Manual Section number. For each category, identify the following:
    - a. Names, addresses, and telephone numbers of subcontractors, sub-subcontractors, and suppliers.
    - b. Source of maintenance and repair parts.
    - c. Significant design criteria.
    - d. List of equipment.
    - e. Parts list for each component.
    - f. Operating instructions for equipment and systems.
    - g. Maintenance instructions for equipment and systems.
    - h. Maintenance instructions for special finishes, including recommended cleaning

methods for materials, special precautions, and identifying detrimental cleaning agents.

- 4. Project documents and certificates: Include the following:
  - a. Product data and shop drawings.
  - b. Air and water balance reports.
  - c. Certificates.
  - d. Photocopies of warranties.

D. Submit Operating and Maintenance Manuals five working days prior to date that Contractor considers Work to be complete.

**1.07 WARRANTIES**

A. Submit two sets of required data bound into 11 1/2" by 11 1/2" three D-side ring expansion plastic binders.

B. Contents:

- 1. Provide a table of contents for each volume, with each product or piece of equipment identified, typed on 24 pound white paper.
- 2. Directory: List names, addresses, and telephone numbers of Architect, Architect's consultants, Contractor, subcontractors, sub-subcontractors, and Product and equipment suppliers.
- 3. Warranties: Arrange by system and subdivide by Project Manual section number.

C. For items of Work delayed beyond Date of Substantial Completion, provide updated warranty within 10 days after acceptance, listing date of acceptance by Architect as start warranty period.

**1.08 SPARE PARTS AND MAINTENANCE MATERIALS**

A. Provide Products, spare parts, maintenance materials, and extra materials in quantities specified in individual Project Manual sections.

B. Deliver to Project Site and place in location directed by Owner.

- 1. Obtain receipt from Owner and submit receipt prior to application for final payment.

**PART 2 - PRODUCTS**

Not used

**PART 3 - EXECUTION**

Not used

**END OF SECTION 01 7700**



**SECTION 02 4100 - SELECTIVE DEMOLITION****PART 1 - GENERAL****1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

**1.2 SUMMARY**

- A. This Section includes the following:
1. Demolition and removal of selected portions of a building, including but not limited to: Hardwood veneer, wood fascia, wood framing, cabinetry and associated blocking as required.
  2. Patching and repairs.
- B. Related Sections: The following Sections contain requirements that relate to this Section:
1. Division 1 Section "Summary of Work" for use of the building and phasing requirements.
  2. Division 1 Section "Construction Facilities and Temporary Controls" for temporary utilities, temporary construction and support facilities, temporary security and protection facilities, and environmental protection measures for selective demolition operations.
  3. Division 1 Section "Contract Closeout" for record document requirements.

**1.3 DEFINITIONS**

- A. Remove: Remove and legally dispose of items except those indicated to be reinstalled, salvaged, or to remain the Owner's property.
- B. Remove and Salvage: Items indicated to be removed and salvaged remain the Owner's property. Remove, clean, and pack or crate items to protect against damage. Identify contents of containers and deliver to Owner's designated storage area.
- C. Remove and Reinstall: Remove items indicated; clean, service, and otherwise prepare them for reuse; store and protect against damage. Reinstall items in the same locations or in locations indicated.
- D. Existing to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by the Architect, items may be removed to a suitable, protected storage location during selective demolition and then cleaned and reinstalled in their original locations.

**1.4 MATERIALS OWNERSHIP**

- A. Except for items or materials indicated to be reused, salvaged, reinstalled, or otherwise indicated to remain the Owner's property, demolished materials shall become the Contractor's property and shall be removed from the site with further disposition at the Contractor's option.

**1.5 SUBMITTALS**

- A. General: Submit each item in this Article according to the Conditions of the Contract and Division 1 Specification Sections, for information only, unless otherwise indicated.
- B. Proposed dust-control measures.
- C. Proposed noise-control measures.
- D. Schedule of selective demolition activities indicating the following:
1. Detailed sequence of selective demolition and removal work, with starting and ending dates for each activity.
- E. Inventory of items to be removed and salvaged.

- F. Photographs or videotape, sufficiently detailed, of existing conditions of adjoining construction and site improvements that might be misconstrued as damage caused by selective demolition operations.
- G. Record drawings at Project closeout according to Division 1 Section "Contract Closeout."

## 1.6 QUALITY ASSURANCE

- A. Demolition Firm Qualifications: Engage an experienced firm that has successfully completed selective demolition Work similar to that indicated for this Project.
- B. Regulatory Requirements: Comply with governing EPA notification regulations before starting selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.

## 1.7 PROJECT CONDITIONS

- A. Owner will occupy portions of the building immediately adjacent to selective demolition area. Conduct selective demolition so that Owner's operations will not be disrupted. Provide not less than 72 hours' notice to Owner of activities that will affect Owner's operations.
- B. Owner assumes no responsibility for actual condition of buildings to be selectively demolished.
  - 1. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.
- C. Asbestos: It is not expected that asbestos will be encountered in the Work. If any materials suspected of containing asbestos are encountered, do not disturb the materials. Immediately notify the Architect and the Owner.
  - 1. Asbestos will be removed by Owner before start of Work.
- D. Storage or sale of removed items or materials on-site will not be permitted.

## 1.8 SCHEDULING

- A. Arrange selective demolition schedule so as not to interfere with Owner's on-site operations.

## 1.9 WARRANTY

- A. Existing Special Warranty: Remove, replace, patch, and repair materials and surfaces cut or damaged during selective demolition, by methods and with materials so as not to void existing warranties.

## PART 2 - PRODUCTS

### 2.1 REPAIR MATERIALS

- A. Use repair materials identical to existing materials.
  - 1. Where identical materials are unavailable or cannot be used for exposed surfaces, use materials that visually match existing adjacent surfaces to the fullest extent possible.
  - 2. Use materials whose installed performance equals or surpasses that of existing materials.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Verify that utilities have been disconnected and capped.
- B. Survey existing conditions and correlate with requirements indicated to determine extent of selective demolition required.

- C. Inventory and record the condition of items to be removed and reinstalled and items to be removed and salvaged.
- D. When unanticipated mechanical, electrical, or structural elements that conflict with the intended function or design are encountered, investigate and measure the nature and extent of the conflict. Promptly submit a written report to the Architect.
- E. Survey the condition of the building to determine whether removing any element might result in structural deficiency or unplanned collapse of any portion of the structure or adjacent structures during selective demolition.
- F. Perform surveys as the Work progresses to detect hazards resulting from selective demolition activities.

### 3.2 UTILITY SERVICES

- A. Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.
  - 1. Do not interrupt existing utilities serving occupied or operating facilities, except when authorized in writing by Owner and authorities having jurisdiction. Provide temporary services during interruptions to existing utilities, as acceptable to Owner and to governing authorities.
    - a. Provide not less than 72 hours' notice to Owner if shutdown of service is required during changeover.

### 3.3 PREPARATION

- A. Drain, purge, or otherwise remove, collect, and dispose of chemicals, gases, explosives, acids, flammables, or other dangerous materials before proceeding with selective demolition operations.
- B. Conduct demolition operations and remove debris to ensure minimum interference with roads, streets, walks, and other adjacent occupied and used facilities.
  - 1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction. Provide alternate routes around closed or obstructed traffic ways if required by governing regulations.
- C. Conduct demolition operations to prevent injury to people and damage to adjacent buildings and facilities to remain. Ensure safe passage of people around selective demolition area.
  - 1. Erect temporary protection, such as walks, fences, railings, canopies, and covered passageways, where required by authorities having jurisdiction.
  - 2. Protect existing site improvements, appurtenances, and landscaping to remain.
  - 3. Erect a plainly visible fence around drip line of individual trees or around perimeter drip line of groups of trees to remain.
  - 4. Provide temporary weather protection, during interval between demolition and removal of existing construction, on exterior surfaces and new construction to ensure that no water leakage or damage occurs to structure or interior areas.
  - 5. Protect walls, ceilings, floors, and other existing finish work that are to remain and are exposed during selective demolition operations.

### 3.4 POLLUTION CONTROLS

- A. Use suitable methods to limit the spread of dust and dirt. Comply with governing environmental protection regulations.
  - 1. Do not use water when it may damage existing construction or create hazardous or objectionable conditions, such as ice, flooding, and pollution.
- B. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.

### SELECTIVE DEMOLITION

1. Remove debris from elevated portions of building by chute, hoist, or other device that will convey debris to grade level.
- C. Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before start of selective demolition.

### 3.5 SELECTIVE DEMOLITION

- A. Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete Work within limitations of governing regulations and as follows:
1. Do not use cutting torches until work area is cleared of flammable materials. At concealed spaces, such as duct and pipe interiors, verify condition and contents of hidden space before starting flame-cutting operations. Maintain portable fire-suppression devices during flame-cutting operations.
  2. Maintain adequate ventilation when using cutting torches.
  3. Remove decayed, vermin-infested, or otherwise dangerous or unsuitable materials and promptly dispose of off-site.
  4. Locate selective demolition equipment throughout the structure and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
  5. Dispose of demolished items and materials promptly. On-site storage or sale of removed items is prohibited.
  6. Return elements of construction and surfaces to remain to condition existing before start of selective demolition operations.
- B. Remove no more existing roofing than can be covered in one day by new roofing. See applicable Division 7 Section for new roofing requirements.
- C. Remove air-conditioning equipment if required without releasing refrigerants.

### 3.6 PATCHING AND REPAIRS

- A. Promptly patch and repair holes and damaged surfaces caused to adjacent construction by selective demolition operations.
- B. Where repairs to existing surfaces are required, patch to produce surfaces suitable for new materials.
- C. Restore exposed finishes of patched areas and extend finish restoration into adjoining construction to remain in a manner that eliminates evidence of patching and refinishing.

### 3.7 DISPOSAL OF DEMOLISHED MATERIALS

- A. General: Promptly dispose of demolished materials. Do not allow demolished materials to accumulate on-site.
- B. Burning: Do not burn demolished materials.
- C. Disposal: Transport demolished materials off Owner's property and legally dispose of them.

### 3.8 CLEANING

- A. Sweep the building broom clean on completion of selective demolition operation.  
Pick-up debris around work site daily (rooftop and ground level)
- B. Change filters on air-handling equipment on completion of selective demolition operations.

END OF SECTION 02 4100

**SECTION 061000 – ROUGH CARPENTRY****PART 1 - GENERAL****1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

**1.2 SUMMARY**

- A. This Section includes the following:
1. Fire retardant treated wood blocking.

**1.3 DEFINITIONS**

- A. Dimension Lumber: Lumber of 2 inches nominal(38 mm actual) or greater but less than 5 inches nominal(114 mm actual) in least dimension.
- B. Lumber grading agencies, and the abbreviations used to reference them, include the following:
1. NeLMA: Northeastern Lumber Manufacturers' Association.
  2. NLGA: National Lumber Grades Authority.
  3. SPIB: The Southern Pine Inspection Bureau.
  4. WCLIB: West Coast Lumber Inspection Bureau.
  5. WWPA: Western Wood Products Association.

**1.4 SUBMITTALS**

- A. Product Data: For each type of process and factory-fabricated product. Indicate component materials and dimensions and include construction and application details.
1. Include data for fire-retardant treatment from chemical treatment manufacturer and certification by treating plant that treated materials comply with requirements. Include physical properties of treated materials based on testing by a qualified independent testing agency.
  2. For products receiving a waterborne treatment, include statement that moisture content of treated materials was reduced to levels specified before shipment to Project site.
  3. Include copies of warranties from chemical treatment manufacturers for each type of treatment.
- B. Research/Evaluation Reports: For the following, showing compliance with building code in effect for Project:
1. Fire-retardant-treated wood.

**1.5 QUALITY ASSURANCE**

- A. Source Limitations for Engineered Wood Products: Obtain each type of engineered wood product through one source from a single manufacturer.

**1.6 DELIVERY, STORAGE, AND HANDLING**

- A. Stack lumber flat with spacers between each bundle to provide air circulation. Provide for air circulation around stacks and under coverings.

**PART 2 - PRODUCTS****2.1 WOOD PRODUCTS, GENERAL**

- A. Lumber: DOC PS 20 and applicable rules of grading agencies indicated. If no grading agency is indicated, provide lumber that complies with the applicable rules of any rules-writing agency certified by the ALSC Board of Review. Provide lumber graded by an agency certified by the ALSC Board of Review to inspect and grade lumber under the rules indicated.
1. Factory mark each piece of lumber with grade stamp of grading agency.
  2. Where nominal sizes are indicated, provide actual sizes required by DOC PS 20 for moisture content specified. Where actual sizes are indicated, they are minimum dressed sizes for dry lumber.
  3. Provide dressed lumber, S4S, unless otherwise indicated.

**2.2 FIRE-RETARDANT-TREATED MATERIALS**

- A. General: use materials complying with requirements in this article, that are acceptable to authorities having jurisdiction, and with fire-test-response characteristics specified as determined by testing identical products per test method indicated by a qualified testing agency.
- B. Fire-Retardant-Treated Lumber and Plywood by Pressure Process: Products with a flame spread index of 25 or less when tested according to ASTM E 84, and with no evidence of significant progressive combustion when the test is extended an additional 20 minutes, and with the flame front not extending more than 10.5 feet (3.2 m) beyond the centerline of the burners at any time during the test.
  - 1. Use treatment that does not promote corrosion of metal fasteners.
  - 2. Exterior Type: Treated materials shall comply with requirements specified above for fire-retardant-treated lumber and plywood by pressure process after being subjected to accelerated weathering according to ASTM D 2898. Use for exterior locations and where indicated.
  - 3. Interior Type A: Treated materials shall have a moisture content of 28 percent or less when tested according to ASTM D 3201 at 92 percent relative humidity. Use where exterior type is not indicated.
  - 4. Design Value Adjustment Factors: Treated lumber shall be tested according ASTM D 5664 and design value adjustment factors shall be calculated according to ASTM D 6841. For roof framing, framing in attic spaces, and where high temperature fire-retardant treatment is required, provide material with adjustment factors of not less than 0.85 modulus of elasticity and 0.75 for extreme fiber in bending for Project's climatological zone.
- C. Kiln-dry lumber after treatment to a maximum moisture content of 19 percent.
- D. Identify fire-retardant-treated wood with appropriate classification marking of qualified testing agency.
- E. Application: Treat items indicated on Drawings, and the following:
  - 1. Blocking in fire rated assemblies.

**2.3 MISCELLANEOUS LUMBER**

- A. General: Provide miscellaneous lumber indicated and lumber for support or attachment of other construction, including the following:
  - 1. Blocking.
  - 2. Nailers.
- B. For items of dimension lumber size, provide Construction or No. 2 grade lumber with 15 percent maximum moisture content of any species.
- C. For exposed boards, provide lumber with 15 percent maximum moisture content and any of the following species and grades:
  - 1. Eastern white pine, Idaho white, lodgepole, ponderosa, or sugar pine; Premium or 2 Common (Sterling) grade; NeLMA, NLGA, WCLIB, or WWPA.
  - 2. Mixed southern pine, No. 1 grade; SPIB.
  - 3. Spruce-pine-fir (south) or spruce-pine-fir, Select Merchantable or No. 1 Common grade; NeLMA, NLGA, WCLIB, or WWPA.
- D. For concealed boards, provide lumber with 15 percent maximum moisture content and any of the following species and grades:
  - 1. Mixed southern pine, No. 2 grade; SPIB.
  - 2. Spruce-pine-fir (south) or spruce-pine-fir, Construction or 2 Common grade; NeLMA, NLGA, WCLIB, or WWPA.
- E. For blocking and nailers used for attachment of other construction, select and cut lumber to eliminate knots and other defects that will interfere with attachment of other work.

**2.4 FASTENERS**

- A. General: Provide fasteners of size and type indicated that comply with requirements specified in this Article for material and manufacture.
- B. Nails, Brads, and Staples: ASTM F 1667.
- C. Power-Driven Fasteners: NES NER-272.
- D. Wood Screws: ASME B18.6.1.
- E. Lag Bolts: ASME B18.2.1(ASME B18.2.3.8M).

- F. Bolts: Steel bolts complying with ASTM A 307, Grade A (ASTM F 568M, Property Class 4.6); with ASTM A 563 (ASTM A 563M) hex nuts and, where indicated, flat washers.

### **PART 3 - EXECUTION**

#### **3.1 INSTALLATION, GENERAL**

- A. Set rough carpentry to required levels and lines, with members plumb, true to line, cut, and fitted. Fit rough carpentry to other construction; scribe and cope as needed for accurate fit. Locate nailers, blocking, and similar supports to comply with requirements for attaching other construction.
- B. Framing Standard: Comply with AF&PA's "Details for Conventional Wood Frame Construction," unless otherwise indicated.
- C. Provide blocking and framing as indicated and as required to support facing materials, fixtures, specialty items, and trim.
1. Provide metal clips for fastening gypsum board or lath at corners and intersections where framing or blocking does not provide a surface for fastening edges of panels. Space clips not more than 16 inches (406 mm) o.c.
- D. Sort and select lumber so that natural characteristics will not interfere with installation or with fastening other materials to lumber. Do not use materials with defects that interfere with function of member or pieces that are too small to use with minimum number of joints or optimum joint arrangement.
- E. Securely attach rough carpentry work to substrate by anchoring and fastening as indicated, complying with the following:
1. NES NER-272 for power-driven fasteners.
2. Table 2304.9.1, "Fastening Schedule," in ICC's International Building Code.
- F. For exposed work, arrange fasteners in straight rows parallel with edges of members, with fasteners evenly spaced, and with adjacent rows staggered.

#### **3.2 WOOD BLOCKING AND NAILER INSTALLATION**

- A. Install where indicated and where required for attaching other work. Form to shapes indicated and cut as required for true line and level of attached work. Coordinate locations with other work involved.
- B. Attach items to substrates to support applied loading. Recess bolts and nuts flush with surfaces, unless otherwise indicated.

#### **3.3 PROTECTION**

- A. Protect stored materials from weather. If materials become waterborne, replace damaged materials.

**END OF SECTION 061000**

ROUGH CARPENTRY

06 1000 - 4

**SECTION 06 6402- INTERIOR ARCHITECTURAL WOODWORK****PART 1 - GENERAL****1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions apply to this Section.

**1.2 SUMMARY**

- A. This Section includes the following:

1. Interior standing and running trim.
2. Interior wood frames and jambs.
3. Wood cabinets.
4. Plastic-laminate cabinets.
5. Plastic-laminate countertops.
6. Solid-surfacing-material countertops.
7. Phenolic core countertops and cabinets.
8. Closet and utility shelving.
9. Wood top rail of decorative metal railing.
10. Shop finishing of interior woodwork.

- B. Related Sections include the following:

1. Division 06 Section "Rough Carpentry" for wood furring, blocking, shims, and hanging strips required for installing woodwork and concealed within other construction before woodwork installation.
2. Division 05 Section "Decorative Metal Railings" for installing top rail of exterior metal railing system furnished by this section.

**1.3 DEFINITIONS**

- A. Interior architectural woodwork includes wood furring, blocking, shims, and hanging strips for installing woodwork items unless concealed within other construction before woodwork installation.

**1.4 SUBMITTALS**

- A. Product Data: For panel products, High-Pressure Decorative Laminate, adhesive for bonding plastic laminate, solid-surfacing material, cabinet hardware and accessories, and finishing materials and processes.

- B. Shop Drawings: Show location of each item, dimensioned plans and elevations, large-scale details, attachment devices, and other components.

1. Show details full size.
2. Show locations and sizes of furring, blocking, and hanging strips, including concealed blocking and reinforcement specified in other Sections.
3. Show locations and sizes of cutouts and holes for plumbing fixtures, faucets, soap dispensers and other items installed in architectural woodwork.

- C. Samples for Initial Selection:

1. Shop-applied transparent finishes.
2. Shop-applied opaque finishes.
3. Plastic laminates.
4. PVC edge material.
5. Solid-surfacing materials.
6. Phenolic core material.

D. Samples for Verification:

1. Lumber with or for transparent finish, not less than 5 inches (125 mm) wide by 24 inches (600 mm) long, for each species and cut, finished on 1 side and 1 edge.
2. Veneer-faced panel products with or for transparent finish, 12 by 24 inches (300 by 600 mm), for each species and cut. Include at least one face-veneer seam and finish as specified.
3. Plastic laminates, 8 by 10 inches (200 by 250 mm), for each type, color, pattern, and surface finish, with 1 sample applied to core material and specified edge material applied to 1 edge.
4. Solid-surfacing materials, 6 inches (150 mm) square.
5. Exposed cabinet hardware and accessories, one unit for each type and finish.

E. Material Submittals:

1. For installation adhesives, including printed statement of VOC content.
2. Product Data:
  - a. For each composite-wood product used, documentation indicating that the bonding agent contains no urea formaldehyde.
  - b. For each adhesive used, documentation indicating that the adhesive contains no urea formaldehyde.
3. For products having recycled content, documentation indicating percentages by weight of postconsumer and preconsumer recycled content
4. Chain-of-custody certificates certifying that products specified to be made from certified wood comply with forest certification requirements. Include evidence that mill is certified for chain of custody by an FSC-accredited certification body.

F. Product Certificates: For each type of product, signed by product manufacturer.

G. Qualification Data: For fabricator.

**1.5 QUALITY ASSURANCE**

- A. Fabricator Qualifications: Shop that employs skilled workers who custom-fabricate products similar to those required for this Project and whose products have a record of successful in-service performance.
- B. Installer Qualifications: Fabricator of products.
- C. Quality Standard: Unless otherwise indicated, comply with AWI's "Architectural Woodwork Quality Standards" for grades of interior architectural woodwork indicated for construction, finishes, installation, and other requirements.

- D. Forest Certification: Provide interior architectural woodwork produced from wood obtained from forests certified by an FSC-accredited certification body to comply with FSC STD-01-001, "FSC Principles and Criteria for Forest Stewardship."
- E. Mockups: Build mockups to verify selections made under sample submittals and to demonstrate aesthetic effects and set quality standards for materials and execution.
  - 1. Approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.
- F. Preinstallation Conference: Conduct conference at Project site.

## 1.6 DELIVERY, STORAGE, AND HANDLING

- A. Do not deliver woodwork until painting and similar operations that could damage woodwork have been completed in installation areas. If woodwork must be stored in other than installation areas, store only in areas where environmental conditions comply with requirements specified in "Project Conditions" Article.

## 1.7 PROJECT CONDITIONS

- A. Environmental Limitations: Do not deliver or install woodwork until building is enclosed, wet work is complete, and HVAC system is operating and maintaining temperature and relative humidity at occupancy levels during the remainder of the construction period.
- B. Field Measurements: Where woodwork is indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication, and indicate measurements on Shop Drawings. Coordinate fabrication schedule with construction progress to avoid delaying the Work.
  - 1. Locate concealed framing, blocking, and reinforcements that support woodwork by field measurements before being enclosed, and indicate measurements on Shop Drawings.

## 1.8 COORDINATION

- A. Coordinate sizes and locations of framing, blocking, furring, reinforcements, and other related units of Work specified in other Sections to ensure that interior architectural woodwork can be supported and installed as indicated.
- B. Hardware Coordination: Distribute copies of approved hardware schedule specified in Division 08 Section "Door Hardware" to fabricator of architectural woodwork; coordinate Shop Drawings and fabrication with hardware requirements.

## PART 2 - PRODUCTS

### 2.1 MATERIALS

- A. General: Provide materials that comply with requirements of AWI's quality standard for each type of woodwork and quality grade specified, unless otherwise indicated.
- B. Wood Species and Cut for Transparent Finish: Oak, plain sawn or sliced.
- C. Wood Species for exterior Decorative Metal Railing cap: Any suitable closed-grain hardwood acceptable to Contracting Officer.

- D. Wood Products: Comply with the following:
1. Recycled Content of Medium-Density Fiberboard and Particleboard: Provide products with an average recycled content so postconsumer recycled content plus one-half of preconsumer recycled content is not less than 20 percent.
  2. Medium-Density Fiberboard: ANSI A208.2, Grade MD, made with binder containing no urea formaldehyde.
  3. Particleboard: Straw-based particleboard complying with requirements in ANSI A208.1, Grade M-2, except for density.
  4. Softwood Plywood: DOC PS 1, Medium Density Overlay.
  5. Veneer-Faced Panel Products (Hardwood Plywood): HPVA HP-1, made with adhesive containing no urea formaldehyde.
- E. High-Pressure Decorative Laminate: NEMA LD 3, grades as indicated or, if not indicated, as required by woodwork quality standard.
1. Available Manufacturers: Subject to compliance with requirements, manufacturers offering high-pressure decorative laminates that may be incorporated into the Work include, but are not limited to, the following:
  2. Manufacturer: Subject to compliance with requirements, provide high-pressure decorative laminates by one of the following:
    - a. Formica Corporation.
    - b. Lamin-Art, Inc.
    - c. Nevamar Company, LLC; Decorative Products Div.
    - d. Wilsonart International; Div. of Premark International, Inc.
- F. Solid-Surfacing Material: Homogeneous solid sheets of filled plastic resin complying with ISSFA-2.
1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
    - a. ABA Industries.
    - b. Avonite, Inc.
    - c. E. I. du Pont de Nemours and Company.
    - d. Formica Corporation.
    - e. LG Chemical, Ltd.
    - f. Meganite Inc.; a division of the Pyrochem Group.
    - g. Nevamar Company, LLC; Decorative Products Div.
    - h. Wilsonart International; Div. of Premark International, Inc.
  2. Type: Standard type or Veneer type made from material complying with requirements for Standard type, as indicated, unless Special Purpose type is indicated.
  3. Colors and Patterns: As selected by Contracting Officer from manufacturer's full range.
- G. Thick Phenolic Core Laminate: Thick solid phenolic-core panel laminate material with melamine facing on both sides fused to substrate during panel manufacture (not separately laminated), and with eased and polished edges. Provide minimum 3/4-inch- (19-mm-) thick doors and minimum 1/2-inch- (13-mm-) thick panels.
1. Facing Sheet Color: One color as selected by Contracting Officer from manufacturer's full range of colors.
  2. Core Color: Manufacturer's standard black color.
  3. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
    - a. Ampco.
    - b. Lambaton Universal.
    - c. Pionite.

- d. Tex-Lam Manufacturing, Inc.
- e. Approved equal.

## 2.2 MISCELLANEOUS MATERIALS

- A. Furring, Blocking, Shims, and Hanging Strips: Softwood or hardwood lumber, kiln dried to less than 15 percent moisture content.
- B. Anchors: Select material, type, size, and finish required for each substrate for secure anchorage. Provide nonferrous-metal or hot-dip galvanized anchors and inserts on inside face of exterior walls and elsewhere as required for corrosion resistance. Provide toothed-steel or lead expansion sleeves for drilled-in-place anchors.
- C. Adhesives, General: Do not use adhesives that contain urea formaldehyde.
- D. VOC Limits for Installation Adhesives and Glues: Use installation adhesives that comply with the following limits for VOC content when calculated according to 40 CFR 59, Subpart D (EPA Method 24):
  - 1. Wood Glues: 30 g/L.
  - 2. Contact Adhesive: 250 g/L.
- E. Adhesive for Bonding Plastic Laminate: Unpigmented contact cement.
  - 1. Adhesive for Bonding Edges: Hot-melt adhesive.

## 2.3 FABRICATION, GENERAL

- A. Interior Woodwork Grade: Unless otherwise indicated, provide Premium-grade interior woodwork complying with referenced quality standard.
- B. Wood Moisture Content: Comply with requirements of referenced quality standard for wood moisture content in relation to ambient relative humidity during fabrication and in installation areas.
- C. Fabricate woodwork to dimensions, profiles, and details indicated. Ease edges to radius indicated for the following:
  - 1. Corners of Cabinets and Edges of Solid-Wood Lumber Members 3/4 Inch (19 mm) Thick or Less: 1/16 inch (1.5 mm).
  - 2. Edges of Rails and Similar Members More Than 3/4 Inch (19 mm) Thick: 1/8 inch (3 mm).
  - 3. Corners of Cabinets and Edges of Solid-Wood Lumber Members and Rails: 1/16 inch (1.5 mm).
- D. Complete fabrication, including assembly, finishing, and hardware application, to maximum extent possible before shipment to Project site. Disassemble components only as necessary for shipment and installation. Where necessary for fitting at site, provide ample allowance for scribing, trimming, and fitting.
  - 1. Notify Contracting Officer seven days in advance of the dates and times woodwork fabrication will be complete.
  - 2. Trial fit assemblies at fabrication shop that cannot be shipped completely assembled. Install dowels, screws, bolted connectors, and other fastening devices that can be removed after trial fitting. Verify that various parts fit as intended and check measurements of assemblies against field measurements indicated on Shop Drawings before disassembling for shipment.

- E. Shop-cut openings to maximum extent possible to receive hardware, appliances, plumbing fixtures, electrical work, and similar items. Locate openings accurately and use templates or roughing-in diagrams to produce accurately sized and shaped openings. Sand edges of cutouts to remove splinters and burrs.
  - 1. Seal edges of openings in countertops with a coat of varnish.
- F. Install glass to comply with applicable requirements in Division 08 Section "Glazing" and in GANA's "Glazing Manual." For glass in wood frames, secure glass with removable stops.

#### 2.4 INTERIOR STANDING AND RUNNING TRIM FOR TRANSPARENT FINISH

- A. Grade: Premium.
- B. Wood Species and Cut: Match existing, plain sawn, unless otherwise noted.
- C. For trim items wider than available lumber, use veneered construction. Do not glue for width.
- D. Backout or groove backs of flat trim members and kerf backs of other, wide, flat members, except for members with ends exposed in finished work.
- E. Assemble casings in plant except where limitations of access to place of installation require field assembly.

#### 2.5 INTERIOR FRAMES AND JAMBS FOR TRANSPARENT FINISH

- A. Grade: Premium.
- B. Wood Species and Cut: Match existing, plain sawn, unless otherwise noted.

#### 2.6 WOOD CABINETS FOR TRANSPARENT FINISH

- A. Grade: Premium.
- B. AWI Type of Cabinet Construction: Flush overlay.
- C. Reveal Dimension: 1/2 inch (13 mm).
- D. Wood Species and Cut for Exposed Surfaces: Match existing, plain sawn or sliced, unless otherwise noted.
  - 1. Grain Direction: Vertically for drawer fronts, doors, and fixed panels.
  - 2. Matching of Veneer Leaves: Book match.
  - 3. Vertical Matching of Veneer Leaves: End match.
  - 4. Veneer Matching within Panel Face: Center-balance match.
  - 5. Veneer Matching within Room: Provide cabinet veneers in each room or other space from a single flitch with doors, drawer fronts, and other surfaces matched in a sequenced set with continuous match where veneers are interrupted perpendicular to the grain.
- E. Semiexposed Surfaces: Provide surface materials indicated below:
  - 1. Surfaces Other Than Drawer Bodies: Compatible species to that indicated for exposed surfaces, stained to match.
  - 2. Drawer Sides and Backs: Solid-hardwood lumber, stained to match species indicated for exposed surfaces.
  - 3. Drawer Bottoms: Hardwood plywood.

- F. Provide dust panels of 1/4-inch (6.4-mm) plywood or tempered hardboard above compartments and drawers, unless located directly under tops.

## 2.7 PLASTIC-LAMINATE CABINETS

- A. Grade: Premium.
- B. AWI Type of Cabinet Construction: Flush overlay.
- C. Reveal Dimension: 1/2 inch (13 mm).
- D. Laminate Cladding for Exposed Surfaces: High-pressure decorative laminate complying with the following requirements:
1. Horizontal Surfaces Other Than Tops: Grade HGS.
  2. Postformed Surfaces: Grade HGP.
  3. Vertical Surfaces: Grade VGS.
  4. Edges: Grade HGS or PVC T-mold matching laminate in color, pattern, and finish, where indicated.
- E. Materials for Semiexposed Surfaces:
1. Surfaces Other Than Drawer Bodies: High-pressure decorative laminate, Grade.
    - a. Edges of Plastic-Laminate Shelves: PVC T-mold matching laminate in color, pattern, and finish.
    - b. For semiexposed backs of panels with exposed plastic-laminate surfaces, provide surface of high-pressure decorative laminate, Grade VGS.
  2. Drawer Sides and Backs: Solid-hardwood lumber.
  3. Drawer Bottoms: Hardwood plywood.
- F. Colors, Patterns, and Finishes: Provide materials and products that result in colors and textures of exposed laminate surfaces complying with the following requirements:
1. As selected by Contracting Officer from laminate manufacturer's full range in the following categories:
    - a. Solid colors with core same color as surface, matte finish.
    - b. Wood grains, matte finish.
    - c. Patterns, matte finish.
    - d. Colors and patterns where indicated on Drawings.
- G. Provide dust panels of 1/4-inch (6.4-mm) plywood or tempered hardboard above compartments and drawers, unless located directly under tops.

## 2.8 PLASTIC-LAMINATE COUNTERTOPS

- A. Grade: Premium.
- B. High-Pressure Decorative Laminate Grade: HGS.
- C. Colors, Patterns, and Finishes: Provide materials and products that result in colors and textures of exposed laminate surfaces complying with the following requirements:
1. As selected by Contracting Officer from manufacturer's full range in the following categories:
    - a. Solid colors with core same color as surface, matte finish.
    - b. Wood grains, matte finish.
    - c. Patterns, matte finish.
    - d. Colors and patterns where indicated on Drawings.
- D. Grain Direction: Parallel to cabinet fronts.

- E. Edge Treatment: Same as laminate cladding on horizontal surfaces unless otherwise indicated on Drawings.
- F. Core Material: Particleboard made with exterior glue, Medium-density fiberboard made with exterior glue, or Exterior-grade plywood where indicated on Drawings.
- G. Core Material at Sinks: exterior-grade plywood.
- H. Backer Sheet: Provide plastic-laminate backer sheet, Grade BKL, on underside of countertop substrate.

## 2.9 SOLID-SURFACING-MATERIAL COUNTERTOPS

- A. Grade: Premium.
- B. Solid-Surfacing-Material Thickness: 3/4 inch (19 mm), unless otherwise indicated.
- C. Colors, Patterns, and Finishes: Provide materials and products that result in colors of solid-surfacing material complying with the following requirements:
  - 1. As selected by Contracting Officer from manufacturer's full range, unless otherwise indicated on Drawings.
- D. Fabricate tops in one piece, unless otherwise indicated. Comply with solid-surfacing-material manufacturer's written recommendations for adhesives, sealers, fabrication, and finishing.
  - 1. Fabricate tops with shop-applied edges of materials and configuration indicated.
  - 2. Fabricate tops with shop-applied backsplashes or loose backsplashes for field application.
  - 3. Sink bowls to be integral with countertop as indicated on drawings.
- E. Drill holes in countertops for plumbing fittings and soap dispensers in shop.

## 2.10 PHENOLIC CORE CABINETS, BACKSPLASH AND COUNTERTOPS.

- A. Grade: Premium.
- B. Solid phenolic-core panel material with melamine facing on both sides fused to substrate during panel manufacture (not separately laminated), and with eased and polished edges.
- C. Colors, Patterns, and Finishes: Provide materials and products that result in colors and textures of exposed laminate surfaces complying with the following requirements:
  - 1. As selected by Contracting Officer from manufacturer's full range in the following categories:
    - a. Solid colors with black core, matte finish.
- D. Edge Treatment: Self edge exposed and polished.

## 2.11 CLOSET AND UTILITY SHELVING

- A. Grade: Premium.
- B. Shelf Material: 1-inch (25-mm) medium-density fiberboard with solid-lumber unless otherwise indicated on Drawings.
- C. Cleats: 3/4-inch (19-mm) solid lumber.

**2.12 SHOP FINISHING**

- A. Grade: Provide finishes of same grades as items to be finished.
- B. General: Finish architectural woodwork at fabrication shop as specified in this Section. Defer only final touchup, cleaning, and polishing until after installation.
- C. General: Shop finish transparent-finished interior architectural woodwork at fabrication shop as specified in this Section. Refer to Division 09 painting Sections for finishing opaque-finished architectural woodwork.
- D. Shop Priming: Shop apply the prime coat including backpriming, if any, for items specified to be field finished. Refer to Division 09 painting Sections for material and application requirements.
- E. Preparation for Finishing: Comply with referenced quality standard for sanding, filling countersunk fasteners, sealing concealed surfaces, and similar preparations for finishing architectural woodwork, as applicable to each unit of work.
  - 1. Backpriming: Apply one coat of sealer or primer, compatible with finish coats, to concealed surfaces of woodwork. Apply two coats to back of paneling and to end-grain surfaces.
- F. Transparent Finish:
  - 1. Grade: Premium.
  - 2. AWI Finish System: Catalyzed polyurethane.
  - 3. Staining: Match approved sample for color.
  - 4. Wash Coat for Stained Finish: Apply wash-coat sealer to woodwork made from closed-grain wood before staining and finishing.
  - 5. Filled Finish for Open-Grain Woods: After staining (if any), apply paste wood filler to open-grain woods and wipe off excess. Tint filler to match stained wood.
    - a. Apply wash-coat sealer after staining and before filling.
  - 6. Sheen: Satin, 31-45 gloss units measured on 60-degree gloss meter per ASTM D 523.

**PART 3 - EXECUTION****3.1 PREPARATION**

- A. Before installation, condition woodwork to average prevailing humidity conditions in installation areas.
- B. Before installing architectural woodwork, examine shop-fabricated work for completion and complete work as required, including removal of packing and backpriming.

**3.2 INSTALLATION**

- A. Grade: Install woodwork to comply with requirements for the same grade specified in Part 2 for fabrication of type of woodwork involved.
- B. Assemble woodwork and complete fabrication at Project site to comply with requirements for fabrication in Part 2, to extent that it was not completed in the shop.
- C. Install woodwork level, plumb, true, and straight. Shim as required with concealed shims. Install level and plumb (including tops) to a tolerance of 1/8 inch in 96 inches (3 mm in 2400 mm).

- D. Scribe and cut woodwork to fit adjoining work, refinish cut surfaces, and repair damaged finish at cuts.
- E. Anchor woodwork to anchors or blocking built in or directly attached to substrates. Secure with countersunk, concealed fasteners and blind nailing as required for complete installation. Use fine finishing nails or finishing screws for exposed fastening, countersunk and filled flush with woodwork and matching final finish if transparent finish is indicated.
- F. Standing and Running Trim: Install with minimum number of joints possible, using full-length pieces (from maximum length of lumber available) to greatest extent possible. Do not use pieces less than 36 inches (900 mm) long, except where shorter single-length pieces are necessary. Scarf running joints and stagger in adjacent and related members.
1. Fill gaps, if any, between top of base and wall with plastic wood filler, sand smooth, and finish same as wood base if finished.
  2. Install standing and running trim with no more variation from a straight line than 1/8 inch in 96 inches (3 mm in 2400 mm).
- G. Cabinets: Install without distortion so doors and drawers fit openings properly and are accurately aligned. Adjust hardware to center doors and drawers in openings and to provide unencumbered operation. Complete installation of hardware and accessory items as indicated.
1. Install cabinets with no more than 1/8 inch in 96-inch (3 mm in 2400-mm) sag, bow, or other variation from a straight line.
  2. Maintain veneer sequence matching of cabinets with transparent finish.
  3. Fasten wall cabinets through back, near top and bottom, at ends and not more than 16 inches (400 mm) o.c. with minimum No. 10 wafer-head screws sized for 1-inch (25-mm) penetration into wood framing, blocking, or hanging strips.
- H. Countertops: Anchor securely by screwing through corner blocks of base cabinets or other supports into underside of countertop.
1. Align adjacent solid-surfacing-material countertops and form seams to comply with manufacturer's written recommendations using adhesive in color to match countertop. Carefully dress joints smooth, remove surface scratches, and clean entire surface.
  2. Install countertops with no more than 1/8 inch in 96-inch (3 mm in 2400-mm) sag, bow, or other variation from a straight line.
  3. Secure backsplashes to tops with concealed metal brackets at 16 inches (400 mm) o.c. and to walls with adhesive.
  4. Calk space between backsplash and wall with sealant specified in Division 07 Section "Joint Sealants."
- I. Touch up finishing work specified in this Section after installation of woodwork. Fill nail holes with matching filler where exposed.
- J. Refer to Division 09 Sections for final finishing of installed architectural woodwork not indicated to be shop finished.

### 3.3 ADJUSTING AND CLEANING

- A. Repair damaged and defective woodwork, where possible, to eliminate functional and visual defects; where not possible to repair, replace woodwork. Adjust joinery for uniform appearance.
- B. Clean, lubricate, and adjust hardware.
- C. Clean woodwork on exposed and semiexposed surfaces. Touch up shop-applied finishes to restore damaged or soiled areas.

END OF SECTION 06 6402

**SECTION 08 8000 – GLAZING****PART 1 - GENERAL****1.01 SUMMARY**

- A. This Section includes glass and unframed mirrors.
- B. Related Sections:
  - 1. Refer to SECTION 08100 for hollow metal doors and frames.
  - 2. Refer to SECTION 08210 for wood doors.
  - 3. Refer to SECTION 08400 from entrances, storefronts and curtain wall.

**1.02 SUBMITTALS**

- A. Product Data: Catalog cuts of all products.
- B. Samples: 8" x 10" pieces of each type of glass and mirror.

**PART 2 - PRODUCTS****2.01 GLASS**

- A. Glass shall be finished products by one of the following manufacturers, PILKINGTON, PPG INDUSTRIES, or LIBBEY-OWENS-FORD as listed herein under respective glass type or approved equal. Attach manufacturer's labels showing strength and quality to each piece of glass.
  - 1. Glass not otherwise shown or specified: 1/4" thick glazing quality clear float glass.
  - 2. Wired glass: 1/4" thick clear float glass with welded square wire mesh reinforcement, UL tested and approved.
  - 3. Tempered glass: Clear float glass, fully tempered, PPG "Herculite", L-O-F, "Tuf-Flex".
  - 4. Tinted Glass: All tinted glass colors shall be submitted to Architect for final approval.
  - 5. Insulating glass: Each unit shall meet or exceed SIGMA Standards for CBA Grade construction and insulating values.
  - 6. Spandrel Glass: Kind HS, Condition B, Type 1; color matching tinted glass specified.
    - a. Insulating Units:
      - 1) 1-1/16" thick units for compressing under pressure into rabbet for 1" thick unit, with ceramic frit coating on inside face of 1/4" thick glass spandrel face and 24 gage factory prime coated steel room side facing factory laminated to 3/4" thick x 6 pcf density glass fiber insulation and to back side of spandrel face, with insulation and steel facing cut flush with edges of spandrel face.

**2.02 SCHEDULE OF LOCATIONS**

- A. Entrances, Storefronts, Windows and Curtain Wall:
  - 1. Aluminum/Glass Doors: 1/4" thick tempered, tinted as submitted to and approved by Architect.
  - 2. Projected Windows: 1" thick insulated glass consisting of 2 lites, with a dry air space between lites. The exterior lite shall be 1/4" thick tinted as submitted to and approved by Architect. The interior lite shall be 1/4" thick clear.
  - 4. Wood/Glass Doors: 1/4" thick tempered as submitted to and approved by Architect.
  - 3. Elsewhere: Types and thicknesses as shown on Drawings.

**2.03 GLAZING MATERIALS**

- A. Shims and spacers for leveling and securing framing members shall be aluminum, compatible stainless steel, or other plated or corrosion resistant non-resilient material. Do not use wood for shimming.
- B. Glass setting shims, spacers and setting blocks shall be solid neoprene, 40-50 Shore A hardness for shims and spacers, and 70-90 Shore A hardness for setting blocks.
- C. Glazing Compound: TREMCO "Lasto-meric," DAP "Flexiseal 700," ESSEX "BFC Betaseal," or PPG "Duribbon 5011."
- D. Glazing Tape: TREMCO "440," DAP "Butyl Rubber Tape," or 3M "Weatherban Ribbon Sealer."
- E. Compressible Filler Rod: Closed-cell or waterproof-jacketed foam of polyethylene, butyl rubber, neoprene, polyurethane or vinyl, tested for compatibility with specified glazing sealants, of 5 to 10 psi compression strength (25% deflection), recommended by sealant manufacturer for use in glazing channel to prevent sealant exudation from the channel.
- F. Mirror Mastic: An adhesive setting compound, produced specifically for setting mirrors by spot application method (60% coverage) without support, to be used in 1/8" to 1/2" thickness.

**2.04 MIRRORS AND MISCELLANEOUS**

- A. Acceptable Manufacturers:
  - 1. BINSWANGER MIRROR PRODUCTS.
  - 2. FALCONER GLASS INDUSTRIES.
  - 3. GARDNER MIRROR CORPORATION.
  - 4. CAROLINA MIRROR CORPORATION.
- B. Fabrication:
  - 1. Provide 1/4" thick mirror in sizes shown on drawings.
  - 2. Meet or exceed requirements of CS 27.
  - 3. Fabricate from annealed (regular) clear mirror quality glass, with pure silver reflective coating protected by pure electrolytic copper coating and baked on special mirror backing paint.
    - a. Drill and cut as required for electrical and other penetrations; provide uniform radii and diameters required. Ease and polish drilled and cut edges of openings for items penetrating through mirror.
    - b. Provide polished edges.
    - c. Seal edges of mirrors, drillings and cut outs.

**PART 3 - EXECUTION****3.01 EXAMINATION**

- A. Examine areas in which work is to be performed. Report in writing to Owner Representative all prevailing conditions that will adversely affect satisfactory execution of work. Do not proceed with work until unsatisfactory conditions have been corrected. Deficiencies in work of this Section resulting from failure to properly examine observable conditions at time of installation shall be corrected at no additional cost to Owner.

**3.02 GLAZING**

- A. Wherever applicable, install glass in accordance with recommendations of manufacturer of glass and metal framing, and of the Glazing Manual of Flat Glass Marketing Association.
  - 1. Measure openings to be glazed at job site before cutting glass.
  - 2. Clean glass and rabbets free from dirt, dust, moisture, oil and foreign materials before setting.

3. Bed glass except where aluminum glass holding members are fitted with integral resilient gaskets in glazing compound specified for rabbet material involved.
  4. Tempered glass must be completely fabricated to sizes required at manufacturer's plant, including edgework. No field fabrication of any sort is possible with tempered glass.
    - a. Install where shown on Drawings and for glazing within two feet of doors.
- B. Stop Glazing:
1. Where frames are not provided with resilient glazing gaskets, set glass in full beds of glazing compound at sides of rabbets. Use setting blocks and spacer shims to center glass in rabbets and maintain proper edge clearances. After glazing, strip excess compound at an angle (not undercut).
  2. Apply removable stops with cadmium plate screws at steel frames, stainless steel screws at aluminum frames, and brass screws at wood frames. Screws shall be spaced not more than 8 inches on centers, and shall be countersunk flat head types.
  3. Steel and wood frames shall be glazed after prime painting and before finish painting. Do not glaze in rabbets or stops that have not been prime painted.
- C. At completion glass shall be clean, whole and free from cracks, rattles, scratches and other imperfections.

### 3.03 WALL MIRRORS

- A. Installation: Install wall mirrors in sizes and as detailed on the drawings. Secure mirrors with mastic and plastic clips utilizing toggle bolts. Apply one additional coat of moisture-resistant paint, PALMER "Mirror-Bac Paint" or of type recommended by mirror manufacturer, to back of mirror and allow to dry. Coat all edges of mirror with clear sealant PPG UC-4401 mirror edge seal, or acceptable equal. Apply PALMER "Mirror-Mastic" to cover not less than 60% of back of mirror. Set mirror in support on setting blocks and press against substrate to ensure bond of adhesive. Leave open ventilation space, 1/8" or more in thickness between mirror and substrate. Do not seal off ventilation space at edges of mirror. Hold in place until mastic sets.

### 3.04 GLAZING AT WEEP HOLES

- A. In systems with glazing channels, the channel should not be completely filled with glazing sealant. Instead, a void should be left between the edge of the glass and the glazing channel so moisture will not be trapped between the sealant and the organic edge seal of insulating glass.

### 3.05 CLEANING AND PROTECTION

- A. Remove all debris and trash from project site. Completely clean all glass surfaces.

END OF SECTION 08 8000



**SECTION 09 2116 - GYPSUM DRYWALL AND ACCESSORIES****PART 1 – GENERAL**

## 1.01.1 Scope

- A. Provide in place all drywall, fasteners, accessories, tape, and compound to furnish a completed wall and/or ceiling surface, ready for finish application.

**PART 2 – PRODUCTS**

2.01 Manufacturers: Georgia Pacific, Unimast, US Gypsum Company, or Architect approved equal.

2.02 Gypsum Panels: Shall be 4' wide by length as practical.

- A. 5/8" Type "X", tapered edge meeting ASTM C36. Install for all walls and ceilings not otherwise noted or shown.
- B. 5/8" Type WR, tapered edge meeting ASTM C630. Install for all Restroom walls and walls abutting cabinets with plumbing.

2.03 Fasteners: Use those recommended by the drywall Manufacturer.

- A. Screws: Shall comply with ASTM C1002.
1. Type "S" Point: Self-drilling into 25 gauge through 22 gauge metal studs.
  2. Type "S-12" Point: Self-drilling into 20 gauge through 14 gauge metal studs.
  3. Type "W" Course Thread: Self-drilling into wood studs.
  4. Type "G" Point: Self-drilling into multi-layer systems.
- B. Adhesives: Single layer direct application. Material shall comply with drywall Manufacturer's recommendations.

2.04 Trim and Accessories: Unimast, or Architect approved equal.

- A. Corner Bead: Dur-A-Bead 103.
- B. Others as required by job conditions and recommended by the Manufacturer.
- C. **Note: No Metal or Plastic "J" Mold Will Be Accepted.**

**PART 3 – EXECUTION**

- 3.01 All trades whose work is connected with, affected by, or concealed behind drywall shall have their installed work verified by the General Contractor before concealment.
- 3.02 The General Contractor shall determine the blocking and support requirements of all equipment and wall hung items. He shall verify that adequate blocking is in place before concealment.
- 3.03 All construction shall comply with the directives of the United States Gypsum Company "Gypsum Construction Handbook".
- 3.04 Seal all holes, sleeves, junction boxes, and junctures of gypsum drywall to dissimilar materials. Use acrylic caulk at sound insulated partitions and ceilings.
- 3.05 Finish shall be taped and sanded smooth. Ready to receive paint finish.

**END OF SECTION 09 2116**



**SECTION 09 3013 - TILE****PART 1 – GENERAL**

- 1.01 Products and installation shall comply with the applicable Standards of these organizations:
- A. The Tile Council of America (TCA).
  - B. American Society for Testing and Materials (ASTM).
  - C. Manufacturers of the specified products.
- 1.02 Submit Manufacturer's product data and color options for Architect's selection.
- 1.03 Architect shall select color of all items in this Section.

**PART 2 – PRODUCTS**

- 2.01 A. Lobby Floor Tile: Daltile, or Architect approved equal. All tiles shall conform to TCA 137.1, standard grade. See Finish Floor Plan Sheet A.1 of Drawings. Color One
- B. Toilet Floor and Wall Tile:
- 1. Floor Tile: 12" x 24" Daltile. See Finish Floor Plan Sheet A.1 of Drawings. Color One.
  - 2. Wall Tile: 12" x 24" Daltile See Finish Floor Plan Sheet A.1 of Drawings. Color One.
  - 3. Wall Ascent Tile: 6" x 24" Daltile See Finish Floor Plan Sheet A.1 of Drawings. Color One Color Two.
- 2.02 Backing Board At All Tile Wainscot Walls: 5/8" United States Gypsum *Durock* cement board, or Architect approved equal. Install in strict compliance with Manufacturer's Instructions and Recommendations.
- 2.03 Setting Methods:
- A. Floors: Thin set in strict compliance with TCA F113-77. Joint grout shall be as recommended and/or provided by the tile Manufacturer.
  - B. Walls: Thin set on cement board in strict compliance with TCA 243-77.
- 2.04 Grout shall be as recommended or supplied by tile Manufacturer, color selected by Architect.
- 2.05 At expansion joints install L&M "Caulking Grade Expansion Sealant", or Architect approved equal. Color shall match grout.

**PART 3 - EXECUTION**

- 3.01 Before beginning, the installer shall thoroughly examine all surfaces. Report any unsatisfactory conditions to the General Contractor for correction. Commencement of work constitutes acceptance of substrate conditions and responsibility for finished work. Install all materials in compliance with Manufacturer's instructions and TCA standards.
- 3.02 All materials shall be delivered to the job site in unopened factory sealed containers.
- 3.03 Use expansion joint sealant when tile abuts restraining surfaces such as perimeter walls and pipes. Provide over all structural joints in the floor, inside corners of walls, and changes in materials.

**END OF SECTION 09 3013**



**SECTION 09900 - PAINTING****PART 1 - GENERAL****1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

**1.2 SUMMARY**

- A. This Section includes surface preparation and field painting of the following:
1. Exposed exterior items and surfaces.
  2. Surface preparation, priming, and finish coats specified in this Section are in addition to shop priming and surface treatment specified in other Sections.
- B. Do not paint prefinished items, concealed surfaces, finished metal surfaces, operating parts, and labels.
1. Prefinished items include the following factory-finished components:
    - a. Gutters and downspouts.
    - b. Aluminum drip edge.
  2. Concealed surfaces include walls or ceilings in the following generally inaccessible spaces:
    - a. Furred areas.
    - b. Pipe spaces.
  3. Finished metal surfaces include the following:
    - a. Anodized aluminum.
    - b. Stainless steel.
    - c. Chromium plate.
    - d. Copper.
    - e. Bronze and brass.
  4. Labels: Do not paint over Underwriters Laboratories (UL), Factory Mutual (FM), or other code-required labels or equipment name, identification, performance rating, or nomenclature plates.

**1.3 DEFINITIONS**

- A. General: Standard coating terms defined in ASTM D 16 apply to this Section.
1. Satin refers to low-sheen finish with a gloss range between 15 and 35 when measured at a 60-degree meter.

**1.4 SUBMITTALS**

- A. Qualification Data: For firms and persons specified in the "Quality Assurance" Article to demonstrate their capabilities and experience. Include lists of completed projects with project names and addresses, names and addresses of architects and owners, and other information specified.

**1.5 QUALITY ASSURANCE**

- A. Applicator Qualifications: Engage an experienced applicator who has completed painting system applications similar in material and extent to that indicated for this Project with a record of successful in-service performance.
- B. Source Limitations: Obtain block fillers, primers, and undercoat materials for each coating system from the same manufacturer as the finish coats.

**1.6 DELIVERY, STORAGE, AND HANDLING**

- A. Deliver materials to the Project Site in manufacturer's original, unopened packages and containers bearing manufacturer's name and label, and the following information:

1. Product name or title of material.
  2. Application instructions.
  3. Color name and number.
  4. VOC content.
- B. Store materials not in use in tightly covered containers in a well-ventilated area at a minimum ambient temperature of 45 deg F. Maintain containers used in storage in a clean condition, free of foreign materials and residue.
1. Protect from freezing. Keep storage area neat and orderly. Remove oily rags and waste daily. Take necessary measures to ensure that workers and work areas are protected from fire and health hazards resulting from handling, mixing, and application.

## 1.7 PROJECT CONDITIONS

- A. Apply water-based paints only when the temperature of surfaces to be painted and surrounding air temperatures are between 50 and 90 deg F.
- B. Apply solvent-thinned paints only when the temperature of surfaces to be painted and surrounding air temperatures are between 45 and 95 deg F.
- C. Do not apply paint in snow, rain, fog, or mist; or when the relative humidity exceeds 85 percent; or at temperatures less than 5 deg F above the dew point; or to damp or wet surfaces.
  1. Painting may continue during inclement weather if surfaces and areas to be painted are enclosed and heated within temperature limits specified by manufacturer during application and drying periods.

## PART 2 - PRODUCTS

### 2.1 MANUFACTURERS

- 2.01** The Manufacturer's products specified (materials are by Sherwin Williams except as noted otherwise) establish minimum quality standards. The Contractor may substitute products of equal or superior quality by other Manufacturers with the Architect's approval. The Architect's color schedule will be prepared after selection of the coating Manufacturer(s).

### 2.02 Schedule:

#### Exterior Schedule

A. Ferrous Metals:	1 Coat	S-W ProCryl Universal Primer, B66-310 Series
	2 Coats	S-W Waterbased Catalyzed Epoxy, B70W211/ B60V25
B. Galvanized Metal:	1 Coat	S-W ProCryl Universal Primer, B66-310 Series
	2 Coats	S-W ProClassic Waterborne Acrylic satin, B21-51 Series
C. Wood	1 Coat	A-100 Exterior Latex Satin
	2 Coats	SuperPaint Exterior Latex Satin, A 89 Series
D. Sealed CMU	2 Coats	S-W Loxon 1K Smooth Polyurethane Sealant, SU215 Series

#### Interior Schedule:

A. Gypsum Board:	1 Coat	S-W Harmony Low Odor Interior Latex Primer, B11W900
	2 Coats	S-W ProMar 200 0 VOC Interior Latex Eg-Shel
B. Painted Wood:	1 Coat	S-W Harmony Low Odor Interior Latex Primer, B11W900
	2 Coats	S-W Harmony Low Odor Interior Latex Egg-Shel, B9 Series
C. Stained Wood:	Filler	Sher-Wood Natural Filler
	1 Coat	S-W Minwax 250 VOC Stains
	1 Coat	S-W WoodClassics Waterborne Polyurethane Varnish, A68 Series
	Sandpaper	220 Grit Stearated Paper
	1 Coat	S-W WoodClassics Waterborne Polyurethane Varnish, A68 Series
D. Sealed Concrete	2 Coats	Concrete And Terrazzo Sealer

### 2.2 PAINT MATERIALS, GENERAL

#### PAINTING

09 9000 - 2

- A. Material Compatibility: Provide block fillers, primers, undercoats, and finish-coat materials that are compatible with one another and the substrates indicated under conditions of service and application, as demonstrated by manufacturer based on testing and field experience.
- B. Colors: White.

### PART 3 - EXECUTION

#### 3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with the Applicator present, under which painting will be performed for compliance with paint application requirements.
  - 1. Do not begin to apply paint until unsatisfactory conditions have been corrected and surfaces receiving paint are thoroughly dry.
  - 2. Start of painting will be construed as the Applicator's acceptance of surfaces and conditions within a particular area.
- B. Coordination of Work: Review other Sections in which primers are provided to ensure compatibility of the total system for various substrates. On request, furnish information on characteristics of finish materials to ensure use of compatible primers.
  - 1. Notify the Architect about anticipated problems using the materials specified over substrates primed by others.

#### 3.2 PREPARATION

- A. General: Remove hardware and hardware accessories, plates, machined surfaces, lighting fixtures, and similar items already installed that are not to be painted. If removal is impractical or impossible because of the size or weight of the item, provide surface-applied protection before surface preparation and painting.
  - 1. After completing painting operations in each space or area, reinstall items removed using workers skilled in the trades involved.
- B. Cleaning: Before applying paint or other surface treatments, clean the substrates of substances that could impair the bond of the various coatings. Remove oil and grease before cleaning.
  - 1. Schedule cleaning and painting so dust and other contaminants from the cleaning process will not fall on wet, newly painted surfaces.
- C. Surface Preparation: Clean and prepare surfaces to be painted according to manufacturer's written instructions for each particular substrate condition and as specified.
  - 1. Provide barrier coats over incompatible primers or remove and reprime.
  - 2. Wood: Clean surfaces of dirt, oil, and other foreign substances with scrapers, mineral spirits, and sandpaper, as required. Sand surfaces exposed to view smooth and dust off.
    - a. Scrape and clean small, dry, seasoned knots, and apply a thin coat of white shellac or other recommended knot sealer before applying primer. After priming, fill holes and imperfections in finish surfaces with putty or plastic wood filler. Sand smooth when dried.
    - b. Prime, stain, or seal wood to be painted immediately on delivery. Prime edges, ends, faces, undersides, and backsides of wood, including cabinets, counters, cases, and paneling.
    - c. When transparent finish is required, backprime with spar varnish.
    - d. Backprime paneling on interior partitions where masonry, plaster, or other wet wall construction occurs on backside.
    - e. Seal tops, bottoms, and cutouts of unprimed wood doors with a heavy coat of varnish or sealer immediately on delivery.
  - 3. Galvanized Surfaces: Clean galvanized surfaces with nonpetroleum-based solvents so surface is free of oil and surface contaminants. Remove pretreatment from galvanized sheet metal fabricated from coil stock by mechanical methods.

- D. Materials Preparation: Mix and prepare paint materials according to manufacturer's written instructions.
1. Maintain containers used in mixing and applying paint in a clean condition, free of foreign materials and residue.
  2. Stir material before application to produce a mixture of uniform density. Stir as required during application. Do not stir surface film into material. If necessary, remove surface film and strain material before using.
  3. Use only thinners approved by paint manufacturer and only within recommended limits.

### 3.3 APPLICATION

- A. General: Apply paint according to manufacturer's written instructions. Use applicators and techniques best suited for substrate and type of material being applied.
1. Paint colors, surface treatments, and finishes are as indicated.
  2. Do not paint over dirt, rust, scale, grease, moisture, scuffed surfaces, or conditions detrimental to formation of a durable paint film.
  3. Provide finish coats that are compatible with primers used.
  4. The term "exposed surfaces" includes areas visible when permanent or built-in fixtures, convactor covers, covers for finned-tube radiation, grilles, and similar components are in place. Extend coatings in these areas, as required, to maintain the system integrity and provide desired protection.
  5. Paint surfaces behind movable equipment and furniture the same as similar exposed surfaces. Before the final installation of equipment, paint surfaces behind permanently fixed equipment or furniture with prime coat only.
- B. Scheduling Painting: Apply first coat to surfaces that have been cleaned, pretreated, or otherwise prepared for painting as soon as practicable after preparation and before subsequent surface deterioration.
1. The number of coats and the film thickness required are the same regardless of application method. Do not apply succeeding coats until the previous coat has cured as according to manufacturer's written instructions, sand between applications.
  2. Omit primer on metal surfaces that have been shop primed and touchup painted.
  3. If undercoats, stains, or other conditions show through final coat of paint, apply additional coats until paint film is of uniform finish, color, and appearance. Give special attention to ensure edges, corners, crevices, welds, and exposed fasteners receive a dry film thickness equivalent to that of flat surfaces.
  4. Allow sufficient time between successive coats to permit proper drying. Do not recoat surfaces until paint has dried to where it feels firm, does not deform or feel sticky under moderate thumb pressure, and where application of another coat of paint does not cause the undercoat to lift or lose adhesion.
- C. Application Procedures: Apply paints and coatings by brush, roller, spray, or other applicators according to manufacturer's written instructions.
1. Brushes: Use brushes best suited for the type of material applied. Use brush of appropriate size for the surface or item being painted.
  2. Rollers: Use rollers of carpet, velvet back, or high-pile sheep's wool as recommended by the manufacturer for the material and texture required.
  3. Spray Equipment: Use airless spray equipment with orifice size as recommended by the manufacturer for the material and texture required.
- D. Minimum Coating Thickness: Apply paint materials no thinner than manufacturer's recommended spreading rate. Provide the total dry film thickness of the entire system as recommended by the manufacturer.
- E. Block Fillers: Apply block fillers to concrete masonry block at a rate to ensure complete coverage with pores filled.

- F. Prime Coats: Before applying finish coats, apply a prime coat of material, as recommended by the manufacturer, to material that is required to be painted or finished and that has not been prime coated by others. Recoat primed and sealed surfaces where evidence of suction spots or unsealed areas in first coat appears, to ensure a finish coat with no burn through or other defects due to insufficient sealing.
- G. Pigmented (Opaque) Finishes: Completely cover surfaces as necessary to provide a smooth, opaque surface of uniform finish, color, appearance, and coverage. Cloudiness, spotting, holidays, laps, brush marks, runs, sags, ropiness, or other surface imperfections will not be acceptable.
- H. Completed Work: Match approved samples for color, texture, and coverage. Remove, refinish, or repaint work not complying with requirements.

#### 3.4 CLEANING

- A. Cleanup: At the end of each workday, remove empty cans, rags, rubbish, and other discarded paint materials from the site.
  - 1. After completing painting, clean glass and paint-spattered surfaces. Remove spattered paint by washing and scraping. Be careful not to scratch or damage adjacent finished surfaces.

#### 3.5 PROTECTION

- A. Protect work of other trades, whether being painted or not, against damage by painting. Correct damage by cleaning, repairing or replacing, and repainting, as approved by Architect.
- B. Provide "Wet Paint" signs to protect newly painted finishes. Remove temporary protective wrappings provided by others to protect their work after completing painting operations.
  - 1. At completion of construction activities of other trades, touch up and restore damaged or defaced painted surfaces. Comply with procedures specified in PDCA P1.

END OF SECTION 09 9000

PAINTING

09 9000 - 6



PROPOSAL BIDFORM

Proposal Of: Godfrey Construction & Renovation, LLC.  
(Prime Bidder)

For: Junction City Police Department Lobby, 210 E. 9th, Junction City, KS, 66441

The undersigned, having examined the Construction Documents and reviewed all conditions related to the project, hereby proposes to furnish all labor, materials, services, and equipment required in connection with or incidental to the construction. All work shall strictly conform with the following Construction Documents prepared by Deam&Deam L.L.C.:

SPECIFICATIONS

A1 FLOOR PLAN / FINISH FLOOR PLAN /  
DETAILS

A2 INTERIOR ELEVATIONS / SECTIONS /  
DETAILS

Total Base Bid: \$64,818.00 Dollars (\$ 64,818.00)

Calendar Days: 60 days or less

**Bid Guarantee:** The undersigned furnishes herewith a Bid Bond, Cashier's Check, or Certified Check in the amount of five percent (5%) of the total Base Bid amount in compliance with the stipulations of the Instructions to Bidders Section of these Specifications.

**Addenda:** The undersigned hereby acknowledges receipt of the following Addenda to the Construction Documents. All provisions and requirements of these Addenda have been taken into consideration in the preparation of the foregoing proposal:

Respectfully Submitted:

Corporations Complete:

Other Entities Complete:

Legal Name of Corporation

Godfrey Construction & Renovation, LLC  
Legal Name of Bidding Firm

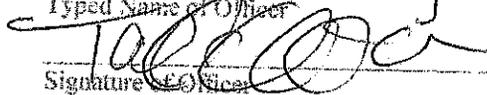
State of Incorporation

1252 Miller Dr, Junction City KS, 66444  
Business Address

Typed Name of Officer

Toad A. Godfrey  
Typed Name of Officer

Signature of Officer

  
Signature of Officer

Title of Officer

Owner  
Title of Officer

Date of Execution

7/12/2016  
Date of Execution

**PROPOSAL BIDFORM**

Proposal Of: Cheney Construction, Inc. (Prime Bidder)

For: Junction City Police Department Lobby, 210 E. 9<sup>th</sup>, Junction City, KS. 66441

The undersigned, having examined the Construction Documents and reviewed all conditions related to the project, hereby proposes to furnish all labor, materials, services, and equipment required in connection with or incidental to the construction. All work shall strictly conform with the following Construction Documents prepared by Deam&Deam L.L.C.:

**SPECIFICATIONS**

**A1 FLOOR PLAN / FINISH FLOOR PLAN /  
DETAILS**

**A2 INTERIOR ELEVATIONS / SECTIONS /  
DETAILS**

Total Base Bid: 54,500 thousand six hundred Dollars (\$ 64600)

Calendar Days: 75

**Bid Guarantee:** The undersigned furnishes herewith a Bid Bond, Cashier's Check, or Certified Check in the amount of Five percent (5%) of the total Base Bid amount in compliance with the stipulations of the Instructions to Bidders Section of these Specifications.

**Addenda:** The undersigned hereby acknowledges receipt of the following Addenda to the Construction Documents. All provisions and requirements of these Addenda have been taken into consideration in the preparation of the foregoing proposal: \_\_\_\_\_

Respectfully Submitted:

**Corporations Complete:**

Cheney Construction, Inc.  
Legal Name of Corporation  
Kansas  
State of Incorporation  
Ronald A. Cheney  
Typed Name of Officer  
[Signature]  
Signature of Officer  
President  
Title of Officer  
July 12, 2016  
Date of Execution

**Other Entities Complete:**

\_\_\_\_\_  
Legal Name of Bidding Firm  
\_\_\_\_\_  
Business Address  
\_\_\_\_\_  
Typed Name of Officer  
\_\_\_\_\_  
Signature of Officer  
\_\_\_\_\_  
Title of Officer  
\_\_\_\_\_  
Date of Execution

To be valid, the signature of the Officer must be witnessed and the Proposal dated.

**Seal of Corporation:**

**Witness Complete:**

Shelly Vigoren  
Typed Name of Witness

*Shelly Vigoren*  
Signature of Witness

828 Gillespie Drive, Manhattan KS 66502  
Address of Witness

July 12, 2016  
Date of Execution

**END OF SECTION 00332**





P.O. Box 712 • Des Moines, IA 50306-0712

No. B58216

**CERTIFICATE OF AUTHORITY INDIVIDUAL ATTORNEY-IN-FACT**

KNOW ALL MEN BY THESE PRESENTS, that:

- 1. Employers Mutual Casualty Company, an Iowa Corporation
- 2. EMCASCO Insurance Company, an Iowa Corporation
- 3. Union Insurance Company of Providence, an Iowa Corporation
- 4. Illinois EMCASCO Insurance Company, an Iowa Corporation
- 5. Dakota Fire Insurance Company, a North Dakota Corporation
- 6. EMC Property & Casualty Company, an Iowa Corporation
- 7. Hamilton Mutual Insurance Company, an Iowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint: VONDA COPELAND, CHANDRA WALTER, MARTHA POTTBERG, DANIELLE DIMARZIO, TARA COOK

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute its lawful bonds, undertakings, and other obligatory instruments of a similar nature as follows:

**ANY AND ALL BONDS**

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

The authority hereby granted shall expire APRIL 1, 2018 unless sooner revoked.

**AUTHORITY FOR POWER OF ATTORNEY**

This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at a regularly scheduled meeting of each company duly called and held in 1999:

**RESOLVED:** The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS THEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 11th day of MAY, 2016.

Seals



Bruce G. Kelley  
Bruce G. Kelley, Chairman  
of Companies 2, 3, 4, 5 & 6; President  
of Company 1; Vice Chairman and  
CEO of Company 7

Michael Freel  
Michael Freel  
Assistant Vice President

On this 11th day of MAY AD 2016 before me a Notary Public in and for the State of Iowa, personally appeared Bruce G. Kelley and Michael Freel, who, being by me duly sworn, did say that they are, and are known to me to be the Chairman, President, Vice Chairman and CEO, and/or Assistant Vice President/Assistant Secretary, respectively, of each of The Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Bruce G. Kelley and Michael Freel, as such officers, acknowledged the execution of said instrument to be the voluntary act and deed of each of the Companies.  
My Commission Expires October 10, 2016.

Kathy Lynn Loveridge  
Notary Public in and for the State of Iowa

**CERTIFICATE**

I, James D. Clough, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on MAY 11, 2016 on behalf of:  
VONDA COPELAND, CHANDRA WALTER, MARTHA POTTBERG, DANIELLE DIMARZIO, TARA COOK

are true and correct and are still in full force and effect.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of  
Company this 12th day of July, 2016.

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J. D. Clough  
Vice President

Deam & Deam, LLC  
124 W 7<sup>TH</sup> St  
Junction City, KS 66441  
July 13, 2016

Mick McCallister, Phyllis Fitzgerald, Pat Landis, Jim Sands, & Mike Ryan  
City Commissioners  
City of Junction City  
700 N Jefferson  
Junction City, KS 66441

Regarding Recommendation for Award of Bid for Junction City Police Department Remodel

Dear Mick McCallister, Phyllis Fitzgerald, Pat Landis, Jim Sands, & Mike Ryan:

Our recommendation is based on criteria solely represented on the bid documents and meeting pre-requisite standards for bidding. There were two companies that bid on this project: Godfrey Construction & Renovation, LLC and Cheney Construction, Inc. Two Pre-Bid Meetings were conducted and it was stipulated that attendance of a Pre-Bid Meeting was mandatory in order to bid this project. Godfrey Construction & Renovation attended, however Cheney Construction did not. Cheney was the lowest bidder by \$218.00, however, their completion time was 15 days later than Godfrey's date; at \$250 per day, the cost would equal out to \$3,750.00. Based on these items, we at Deam & Deam would recommend Godfrey Construction & Renovation, LLC for this project.

Sincerely,



Deam & Deam, LLC

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**From:** Deam and Deam <[deamndeam@deamndeam.com](mailto:deamndeam@deamndeam.com)>  
**Sent:** Thursday, June 30, 2016 10:38:44 PM  
**To:** Kate Coralde  
**Subject:** RE: 201600566013

Hello Kate, We would like to post the following note to our project.  
"A Pre-Bid Meeting has been set up for Wednesday, July 6<sup>th</sup>, at 2:00 PM, on site. ATTENDANCE IS REQUIRED IN ORDER TO BID THIS PROJECT."

Thank you,  
Jen Weaver  
Deam & Deam LLC  
785-238-0874

---

**From:** Kate Coralde [<mailto:Catherine.Coralde@construction.com>]  
**Sent:** Wednesday, June 29, 2016 11:25 AM  
**To:** Deam and Deam  
**Subject:** Re: 201600566013

Okay,

Just please reply to this message with the note you want to post on the project once you got an update, alright?



Sincerely,

**Catherine "Kate" Coralde**  
Support Specialist, Customer Care



T 800.393.6343 | F 800.625.3488

Dodge Data & Analytics  
300 American Metro Blvd. Suite 185, Hamilton, NJ 08619

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**From:** Deam and Deam <[deamndeam@deamndeam.com](mailto:deamndeam@deamndeam.com)>  
**Sent:** Thursday, June 30, 2016 12:18:25 AM  
**To:** Kate Coralde  
**Subject:** RE: 201600566013

Hi Kate,

Because the date for the original Pre-bid meeting has past, I am trying to schedule a second with the owner and am waiting for his reply.

Thanks so much for all of your help!

aver

Deam & Deam LLC  
785-238-0874

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**From:** Kate Coralde [<mailto:Catherine.Coralde@construction.com>]  
**Sent:** Wednesday, June 29, 2016 10:39 AM  
**To:** [deamndeam@deamndeam.com](mailto:deamndeam@deamndeam.com)  
**Subject:** Re: 201600566013

Hey there,

Just to let you know, I'll be waiting for the note, okay? Please do send it to me so that I can send it to our news gathering department to be posted :)

Sincerely,

**Catherine "Kate" Coralde**  
Support Specialist, Customer Care



T 800.393.6343 | F 800.625.3488

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300 American Metro Blvd. Suite 185, Hamilton, NJ 08619

[construction.com](http://construction.com)

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**From:** Kate Coralde  
**Sent:** Tuesday, June 28, 2016 5:28:19 AM  
**To:** [deamndeam@deamndeam.com](mailto:deamndeam@deamndeam.com)  
**Subject:** 201600566013

Here you go :)

Sincerely,

**Catherine "Kate" Coralde**  
Support Specialist, Customer Care



T 800.393.6343 | F 800.625.3488

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300 American Metro Blvd. Suite 185, Hamilton, NJ 08619

[construction.com](http://construction.com)

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**From:** Kate Coralde  
Wednesday, June 28, 2016 5:16 AM

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To: [deammdeam@deammdeam.com](mailto:deammdeam@deammdeam.com)  
Subject: 201600566013

Here is the project :)

Sincerely,

**Catherine "Kate" Coraide**  
Support Specialist, Customer Care



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## Deam and Deam

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**From:** Kate Coralde [Catherine.Coralde@construction.com]  
**Sent:** Thursday, June 30, 2016 4:52 PM  
**To:** Deam and Deam  
**Subject:** Re: 201600566013

Hi, Just to inform you, the note has already been added.

Have a nice long weekend ahead. ☺

Sincerely,

**Catherine "Kate" Coralde**  
Support Specialist, Customer Care



T 800.393.6343 | F 800.625.3488

Dodge Data & Analytics  
300 American Metro Blvd. Suite 185, Hamilton, NJ 08619

construction.com

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**From:** Deam and Deam <deamndeam@deamndeam.com>  
**Sent:** Thursday, June 30, 2016 11:05:29 PM  
**To:** Kate Coralde  
**Subject:** RE: 201600566013

Thanks so much!

---

**From:** Kate Coralde [mailto:Catherine.Coralde@construction.com]  
**Sent:** Thursday, June 30, 2016 9:53 AM  
**To:** Deam and Deam  
**Subject:** Re: 201600566013

Gotcha!

We will send this to our editorial team. :)

Sincerely,

**Catherine "Kate" Coralde**  
Support Specialist, Customer Care



T 800.393.6343 | F 800.625.3488

Dodge Data & Analytics  
300 American Metro Blvd. Suite 185, Hamilton, NJ 08619



**00101**  
**INSTRUCTIONS TO BIDDERS**

**Invitation To Bid:** Sealed proposals addressed to Attn: Captain Dan Breci, will be received at the City Clerk's Office, 700 W. Jefferson St. Junction City, KS 66441 until 2:00pm, Thursday July 12<sup>th</sup>, 2016.

**Scope Of Work:** Remodel of Junction City Police Department Lobby.

**Time:** The Owner will also consider completion time a determining factor in awarding the Contract. Contract must be willing to work after work hours (after 5 pm) and Weekends.

**LIQUIDATED DAMAGES:** The Owner shall be entitled to liquidated damages to cover the costs of alternate facilities, extra observation, the salaries of contingent forces and other expenses incurred by the Owner due to delays in completion of the work caused by the Contractor.

Liquidated damages shall be assessed in an amount per day as indicated below for each calendar day between the adjusted contract completion date and the date of substantial completion of the project. After substantial completion if final project completion is not achieved prior to the adjusted contract completion date the Contractor shall pay for the Project Architect/Engineer's services; as per General Conditions. The above amounts shall be deducted from the contract by contract change order prior to final payment. Such change order will not require approval of the Contractor.

Liquidated damages are established at the rate of **Two Hundred and Fifty (\$250.00) Dollars** per calendar day.

**Drawings and Specifications:**

A complete set of Drawings and Specifications will be provided at non-refundable cost of \$50.00 to Contractors. No partial sets will be issued.

**Measurements:** Measurements referred to in this document are estimates. Contractors will be responsible for determining accurate measurements during their construction.

**Information of Bidders:** All Bidders will be deemed to have thoroughly examined the Construction Documents and fully informed themselves of all conditions relating to the construction of the project. Failure to do so will not relieve the successful Bidder of his obligation to furnish all material and labor necessary to carry out the provisions of the Contract.

**Pre-Bid Meeting:** Shall be at 2:00pm Friday, June 27, 2016 at the proposed building site. All Bidding General Contractors shall be in attendance.

**Laws and Regulations:** All applicable State Laws, Municipal Ordinances, and regulations of all authorities having jurisdiction over the construction of the project shall apply to the Contract through-out, and will be deemed to be included in the Contract as though written herein in full.

**Addenda:** During the bidding period all answers to questions, requests for additional information, or additions/deletions/clarifications of the Construction Documents will be issued by Addenda. A copy of each Addendum will be issued to all General Contractors. The Architect and Owner will not be responsible for the authenticity or correctness of oral interpretations of the Contract Documents or information obtained in any other manner than through the instrument of Addendum. Each Addendum shall be considered part of the Contract Documents, and failure of the Bidder to acknowledge receipt of any Addendum on his bid form may invalidate the bid.

**Proposals:** Bids shall be submitted in duplicate on forms copied from the sample contained in Specifications. All blanks must be completed and both forms dated and witnessed. Bids shall be submitted in sealed envelopes marked with the name of the project as it appears on the Specification cover page and the name of the Bidder. By submitting a bid, a Bidder represents that he is fully qualified, licensed, staffed, and equipped to properly perform the work. A Bidder may withdraw his bid personally or by written request at any time prior to the closing time for receipt of bids. After bid opening, the Bidder may not withdraw his bid for a period of thirty (30) calendar days

from that date.

**Bid Guarantee:** Each bid shall be accompanied by a Bid Bond, Cashier's Check, or Certified Check drawn in favor of the Owner, for 5% of the amount of the total bid. Such Bid Bonds and Checks serve to guarantee that the Bidder will not withdraw his bid for 30 calendar days from the date of bid opening and that if his bid is accepted he will enter into a formal Contract with the Owner and provide the required Performance and Payment Bonds. If the Bidder withdraws his bid within the 30 day time limit, fails to enter into a formal Contract with the Owner, or fails to submit Performance and Payment Bonds within 14 calendar days from the date of acceptance of his bid, the Bidder shall forfeit the amount of his Bid Bond as compensation to the Owner for damages resulting from his default.

**Bond Requirements:** Required after bid is awarded and before work is started.

A. Performance Bond: A 100% Performance Bond to cover faithful performance of the Contract will be provided before work begins on the project. Surety must be authorized to transact business in Kansas and an agent resident in the State of Kansas must sign the bond. A cashier check, payable to Junction City Police Department may be used in lieu of a Performance Bond. Cashier checks will be returned after work has been completed.

B. Statutory Bond: The State of Kansas requires that a Statutory Bond will be filed with the Clerk of the District Court in the county where the project is located. A copy of this Bond and a receipt from the Clerk of the District Court for filing must be provided to the District before work begins.

**Project Exemption Certificate:**

The successful bidder will receive a Project Exemption Certificate that will allow materials for this project to be purchased without paying tax. The District will forward this Certificate, and a Project Completion Certificate, to the vendor after the State of Kansas has assigned the Project Exemption number for this project. The Project Completion Certificate must be completed once the project is done, and returned to the District along with final invoicing, before final payment can be made.

**Award of Contract:** The Contract will be awarded to the least expensive and/or best qualified responsible Bidder. The Owner reserves the right to accept any of the bids submitted or to reject all of the proposals. The Owner may waive any irregularities in the bid or the bidding process as his interests are best served.

**Insurance:** Required after bid is awarded and before work is started:

a. Certificate of Insurance: The Contractor will purchase and maintain the following insurance at all times during the term of the contract, will name USD 473 as the Certificate Holder, and will provide a copy of this certificate to the District before work begins.

General Liability:

Bodily Injury Liability                      \$250,000 each person/\$500,000 each occurrence  
Property Damage Liability                \$100,000 each occurrence

OR

Each Occurrence                              \$500,000

Automobile Liability

-----SAME-----

Workman's Compensation Insurance      Statutory Limits

**Registered / Licenses:** Contractor must be CCR registered, State of Kansas prequalified, and has Nationally Experian/Prometric tested Licensed Master Plumber, and Master General Contractor. Contractor must understand that the school district will issue a sales tax exemption certificate for the project

**Contract and Bond Forms:** The following Forms shall be used unless a substitute which is mutually acceptable to the Owner and Bidder is implemented.

- A. Construction Contract: American Institute of Architects Form A.101, latest edition.
- B. Performance Bond: American Institute of Architects Form A.311, latest edition.
- C. Labor and Material Bond: American Institute of Architects Form A.311, latest edition.
- D. Certificate of Insurance: American Institute of Architects Form G.705, latest edition.
- E. Bid Bond: American Institute of Architects Form A.310, latest edition.
- F. Sales Tax Exemption: Reference section 00470.

**END OF SECTION 00101**

**Backup material for agenda item:**

- c. Consideration of Case No. FP-06-01-16 the request of Kaw Valley Engineering, Inc., agent, on behalf of JC Logistics, owner, for approval of the Final Plat of JC Logistics Addition to Junction City, Kansas.

# City of Junction City

## City Commission

### Agenda Memo

July 19, 2016

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

**To:** City Commission & Allen Dinkel, City Manager

**Subject:** Final Plat – JC Logistics Addition to Junction City, Kansas

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**Issue:** Consideration of **Case No. FP-06-01-16**, the request of Kaw Valley Engineering, agent, on behalf of the J C Logistics, owner, seeking approval of the Final Plat of J C Logistics Addition to Junction City, Kansas, which is a replat of Lots 2 and 3, I-70 Business Park and “Tract A” of the North Central Foundry Addition, generally located south of Old 40 Highway and north of the railroad tracks.

**Explanation of Issue:** This is the replatting of lands previously platted, as noted above, in order to accommodate a reconfiguration of ownership between JC Logistics and Penny’s Concrete. It also includes a strip of land owned by the City that is used for the rail spur. This land is being created as a separate lot so the City will be able to more easily dispose of the land in the future.

The previous plats involved a lot of easements for utilities in the area and this replatting will combine all those easements to cover the existing utilities, so there will be no impact on these facilities. As noted in the MPC minutes, there was some confusion of the actual ownership of the land on which the electric substation is constructed in the northeast corner of the property immediately south the Old Highway 40. The County Appraiser’s Office shows the owners name being Westar; however all real estate records show Westar only has an easement, which means JC Logistics is the landowner. The issue has been confirmed with Westar and the Final Plat as presented conforms to all records regarding land ownership.

The Metropolitan Planning Commission considered this request on June 9, 2016. By unanimous vote, the MPC recommended the final plat of JC Logistics Addition to Junction City, Kansas, be approved as presented, with the approval to include all the changes being made to the Final Plat in order to resolve all easement issues and clarification of status of the electric substation on the south of Old Highway 40.

**Alternatives:** In accordance with K.S.A. 12-752, for the Final Plat to be approved for recording with the Register of Deeds the City Commission must approve the plat, thereby accepting the dedications granted thereon.

**Staff Recommendation:** Approve the Final Plat of the JC Logistics Addition to the City of Junction City, Kansas, as presented, and authorize the Mayor and City Clerk to sign accordingly. All modifications necessary have been made to the Final Plat.

**Suggested Motion:**

Commissioner \_\_\_\_\_ moved that the Final Plat of the JC Logistics Addition to the City of Junction City, Geary County, Kansas, be approved as presented; and that the Mayor and City Clerk be authorized to sign the plat accepting the dedications thereon, on behalf of the City of Junction City, Kansas.

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

**Enclosures:**

Copy of Minutes of the June 9, 2016, MPC Meeting  
Copy of Staff Report





**JUNCTION CITY/MILFORD/GEARY COUNTY  
METROPOLITAN PLANNING COMMISSION  
BOARD OF ZONING APPEALS**



**STAFF REPORT**

June 9, 2016

**TO:** Metropolitan Planning Commission / Board of Zoning Appeals

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

**SUBJECT:** FP-06-01-16 – Request to consider the Final Plat of J C Logistics Addition to Junction City, Kansas, which is a replat of Lots 2 and 3, I-70 Business Park and “Tract A” of the North Central Foundry Addition, generally located south of Old 40 Highway and north of the railroad tracks.

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This is the request of Kaw Valley Engineering, agent, on behalf of the J C Logistics, owner, seeking approval of the Final Plat of J C Logistics Addition to Junction City, Kansas, which is a replat of Lots 2 and 3, I-70 Business Park and “Tract A” of the North Central Foundry Addition, generally located south of Old 40 Highway and north of the railroad tracks.

This entails the redesign of several pieces of property that developed over a number of years and are encumbered by numerous easements. The decision was to replat the land in order to create lots that are less encumbered with confusing documents and restrictions.

Because of a number of issues associated with putting all of this together, a full Staff Report has not been prepared as of the time of delivery of the packets. A more detailed Staff Report will be provided at the meeting. If necessary, this case may be continued to the next meeting.

**JUNCTION CITY/MILFORD/GEARY COUNTY  
METROPOLITAN PLANNING COMMISSION  
BOARD OF ZONING APPEALS**

**MINUTES**

**June 9, 2016**

**Members  
(Present)**

Maureen Gustafson, Chair  
Ken Mortensen, Vice-Chair  
Mike Watson  
Cindy Carlyon  
Gayle Edmiston

**Members  
(Absent)**

Jeff Underhill  
Brandon Dibben

**Staff  
(Present)**

David Yearout  
Shari Lenhart

**1. CALL TO ORDER & ROLL CALL**

Chair Gustafson called the meeting to order at 7:00 p.m. and declared a quorum with the exception of Commissioners Underhill and Dibben, both had given notice of being unable to attend the meeting.

**2. APPROVAL OF MINUTES – Consideration of the May 12, 2016, minutes.**

Commissioner Watson moved to approve the May 12, 2016, minutes as written. Commissioner Carlyon seconded the motion and it carried unanimously.

**3. OLD BUSINESS ~ None**

**4. NEW BUSINESS**

**Item No. 1 ~ Case No. SUP-06-01-16 ~ Public Hearing to consider a request for a Special Use Permit**

Chair Gustafson announced the case and called for the staff report.

Mr. Yearout stated this is the application of Tommie E, Williams, agent, for Frank L. Lisle, owner, requesting a Special Use Permit to sell automobiles and light trucks in the "IL" Light Industrial District, located at 313 East 8<sup>th</sup> Street, Junction City, Kansas.

Mr. Yearout stated this case was initiated when Mr. Williams came into the office and needed staff to sign the application for a dealership automotive sales license from the State. The present industrial zone permits warehousing or mechanical shops but not "retail sales" of vehicles. Staff advised Mr. Williams, rather than request a rezone to commercial, the Special Use Permit option would be the best method to pursue in order to allow vehicle sales.

Mr. Yearout stated Mr. Williams did not present much of a site plan, just indicating he planned to use the unpaved area on the north side of the building for display of vehicles. Dennis Cox, Geary County Public Works, contacted staff inquiring if cars would be parked along the north side of 8th street. Mr. Cox indicated the County houses a lot of large equipment and receives a lot of deliveries by truck through the gate access from 8<sup>th</sup> Street on a daily basis and parked vehicles along 8<sup>th</sup> Street could impede the ingress/egress to the County yard. Mr. Yearout indicated it would be up to the City Commission whether to designate this location as a “no parking” zone.

Mr. Yearout stated the lot to the east is owned by the railroad which is used for vehicular access to this property and the property to the south.

Mr. Yearout stated Mr. Williams has indicated he plans to bring in another building to serve as an office. As indicated in the staff report, without a detailed site plan, staff cannot determine the number of off-street parking required. It is hard to give a definitive recommendation until additional information is provided by the applicant with respect to signage; what portion of the warehouse is to be used and how; police, fire and building code issues; required paving; etc.

Mr. Yearout stated under the circumstances, staff is recommending this case be continued to the July meeting to afford the applicant the opportunity to provide the required additional information.

Discussion among Commissioners and staff ensued with clarification on entrances; ‘walk-way’ between buildings; the alley is platted (basically not usable); and error in staff report which indicated most of the parking area is ‘paved’ when it should be “not paved”.

There being no further questions of staff, Chair Gustafson opened the hearing for public comment.

**Tommie Williams**, stated he is in the process of buying the property at 313 East 8<sup>th</sup> Street and, as indicated by staff, wishes to be able to sell vehicles along with having a mechanical shop. Mr. Williams stated he also wants to add a building for an office. Mr. Williams presented pictures of the type of building he wants to buy and place in ‘front’ of the existing building on the ‘parking’ area.

Extensive discussion ensued between Mr. Williams, Commissioners and staff concerning whether the applicant has a business plan (answer, “no”), number of cars to be displayed, how ‘everything’ would be handled/laid out (ingress/egress, cars, parking, office building); use of property between alley and rear of building; encroaching on railroad property; proposed/required paving area; etcetera.

**Gerald Etherton, 305 E. 8<sup>th</sup>**, stated he owns the property south of the alley to the west along Monroe Street. Mr. Etherton stated this area has been gravel forever; the alley is full of garbage; everyone has been allowed access; he maintains the “driveway” from 8<sup>th</sup> Street used by police and everyone else; might erect a fence; basically set cars in the area; give us more area; would like to be able to sell vehicles legally; revenue for the State and City; fire hydrant down the road; county officials brought up nothing; police and others park under the bridge for lunch; never see us having more customers than what there is room for. Mr. Etherton stated he believed there was no reason the Special Use Permit should not be approved.

Discussion ensued between Mr. Etherton, Commissioners and staff regarding signage (location/type); repair of personal/other vehicles; object to “no parking” on south side of 8<sup>th</sup> street (‘no’); maintains the ‘road’ used by Geary Grain, police and Tommie; what type of fence (pipe w/wire); plan to install security cameras; possible exterior lighting; and clarification on other previously discussed issues.

There being no further appearances, Chair Gustafson closed the public hearing.

Following discussion, it was the consensus of the Commission a more detailed site plan was needed to clarify issues of ingress/egress; location of ‘office’ building; parking of vehicles; signage; lighting; number of required off-street parking; and paving issue.

Commissioner Mortensen moved that Case No. SUP-06-01-16, concerning the request of Tommie E. Williams, owner, requesting a Special Use Permit to sell automobiles and light trucks in the “IL” Light Industrial District, on property located at 313 East 8<sup>th</sup> Street, Junction City, Kansas, be continued to the July, 2016, meeting and the applicant provide the required documentation and information specified within the Junction City Zoning Regulations, and as requested at this public hearing, in sufficient time for a full evaluation by staff and all other parties in interest. Commissioner Watson seconded the motion and it carried unanimously.

**Item No. 2 ~ Case No. FP-06-01-16 ~ Consideration of Final Plat for J C Logistics Addition.**

Chair Gustafson announced the case and called for the staff report.

Mr. Yearout stated this is the application of Kaw Valley Engineering, Inc., agent, for J C Logistics, LLC, owner, requesting approval of the Final Plat for the J C Logistics Addition located at 1825 Smokey Hill Road, Junction City, Kansas. Mr. Yearout stated due to time constraints and running down additional information needed, a detailed staff report is not available; however, staff was able to visit with Kaw Valley Engineering and got a better understanding of this application.

Mr. Yearout stated the purpose of this plat is to provide a “clean” description of properties die an exchange of ownership between J C Logistics and Penny’s Concrete. The plat is actually a replat of land from two other plats, includes reverification various easements, and also includes a small area owned by the City of Junction City. Mr. Yearout give a detailed description of the history of this area and partially explain why it currently has so many easements involved, along with a portion of a railway spur, ingress issues on Smokey Hill Road, and how this new proposed plat will ‘clean up’ easements and ownership issues.

Mr. Yearout stated based on the fact a full staff report has not been prepared, staff is not suggesting any recommendation. Mr. Yearout explained the Commission may wish to table this plat to the next meeting; or in the alternative, make a recommendation to the City Commission.

**Alan Zumbrunn**, surveyor with Kaw Valley Engineering, explained to the Commission how this all started with a proposed ‘property swap’ between Penny’s Concrete and J C Logistics. Mr. Zumbrunn gave a brief history of why some of the parcels are confusing

and trying to determine who owns what exactly. Mr. Zumbrunn stated Kaw Valley is still in the process of verifying ownership. Mr. Zumbrunn acknowledged some of the easements need to 'go away' and this replat will take care of all the 'issues' with these properties.

Commissioners asked staff if it was absolutely necessary to table action until all the correct information was 'on the face of the plat'? Mr. Yearout informed the MPC they could make a recommendation, with the stipulation/understanding, it would not be forwarded to the City Commission until all the correct/required information was documented on the plat. Following a brief discussion, it was the consensus of the Commission they agreed with the proposed plat and did not it was necessary for the MPC to 'see' the final document.

There being no further appearances or comments, Chair Gustafson called for a motion.

Commissioner Watson moved that Case No. FP-06-01-16, the application of Kaw Valley Engineering, agent, on behalf of J C Logistics, LLC, owner, seeking approval of the Final Plat of J C Logistics, a replat of Lots 2 and 3, I-70 Business Park and "Tract A", North Central Foundry Addition, generally located south of Old 40 Highway, west of K-77 South, and north of the railroad tracts; be approved and the Chairman and Secretary be authorized to sign the plat; and the plat be forwarded to the City Commission of Junction City for final approval and acceptance, subject to the final plat reflecting any changes deemed necessary on the face of the plat prior final acceptance; based on the findings as presented by staff and as heard at this meeting. Commissioner Edmiston seconded the motion and it carried unanimously.

## 5. GENERAL DISCUSSION

A. Mr. Yearout noted a copy of the amended MPC/BZA By-Laws were included in the packet information and asked if there were any additional questions or changes from the Commission. Suggested changes included amending Article IV and X as follows:

### ARTICLE IV

2. A copy of the agenda shall ~~ordinarily be mailed~~ **and case information will be delivered** to the members of the Metropolitan Planning Commission/**Board of Zoning Appeals prior to the meeting.** ~~so they may review it at least three (3) days prior to the meeting.~~

### ARTICLE X

These bylaws may be amended by an affirmative vote of a majority ~~of a quorum~~ of the Metropolitan Planning Commission; provided, such amendments have been submitted in writing to each member of the Metropolitan Planning Commission at least three (3) days prior to the meeting at which action is to be taken.

Mr. Yearout stated staff will amend the bylaws and place on the July agenda for formal action of the Planning Commission.

B. It was noted the election of officers will be on the July agenda.

- C. Mr. Yearout stated the terms for Commissioners Watson and Dibben expire the end of June and each has agreed to reappointment. Mr. Yearout stated he will present the names to the appropriate governing body for reappointment.

**6. ADJOURNMENT**

Motion by Commissioner Carlyon to adjourn. Commissioner Mortensen seconded the motion and it carried unanimously. Chair Gustafson declared the meeting adjourned at 8:02 p.m.

**PASSED and APPROVED this 14th day of July, 2016.**

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Maureen Gustafson, Chair

**ATTEST:**

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David L. Yearout, Secretary



OWNER'S CERTIFICATE

STATE OF KANSAS }
COUNTY OF GEARY } SS

THIS IS TO CERTIFY THAT THE UNDERSIGNED IS THE OWNER OF THE LAND DESCRIBED IN THE PLAT HE HAS CAUSED THE SAME TO BE SURVEYED AND SUBDIVIDED AS INDICATED THEREON FOR THE USES AND PURPOSES THEREIN SET FORTH, AND DOES HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE THEREON INDICATED.

ATTEST

CITY CLERK, SHAWNA SETTLES

MAYOR, MICK McCALLISTER

NOTARY CERTIFICATE

STATE OF }
COUNTY OF } SS

BE IT REMEMBERED THAT ON THIS \_\_\_ DAY OF \_\_\_, 20\_\_\_, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, CAME TO ME PERSONALLY KNOWN TO BE THE SAME PERSON WHO EXECUTED THE FOREGOING INSTRUMENT OF WRITING AND DULY ACKNOWLEDGED THE EXECUTION OF SAME. IN TESTIMONY WHEREOF I HAVE HEREUNTO SET MY HAND AND AFFIXED MY NOTORIAL SEAL THE DAY AND YEAR ABOVE WRITTEN.

NOTARY PUBLIC

MY COMMISSION EXPIRES \_\_\_\_\_

OWNER'S CERTIFICATE

STATE OF KANSAS }
COUNTY OF GEARY } SS

THIS IS TO CERTIFY THAT THE UNDERSIGNED IS THE OWNER OF THE LAND DESCRIBED IN THE PLAT HE HAS CAUSED THE SAME TO BE SURVEYED AND SUBDIVIDED AS INDICATED THEREON FOR THE USES AND PURPOSES THEREIN SET FORTH, AND DOES HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE THEREON INDICATED.

DAVID NICKELL
JC LOGISTICS, LLC

NOTARY CERTIFICATE

STATE OF }
COUNTY OF } SS

BE IT REMEMBERED THAT ON THIS \_\_\_ DAY OF \_\_\_, 20\_\_\_, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, CAME TO ME PERSONALLY KNOWN TO BE THE SAME PERSON WHO EXECUTED THE FOREGOING INSTRUMENT OF WRITING AND DULY ACKNOWLEDGED THE EXECUTION OF SAME. IN TESTIMONY WHEREOF I HAVE HEREUNTO SET MY HAND AND AFFIXED MY NOTORIAL SEAL THE DAY AND YEAR ABOVE WRITTEN.

NOTARY PUBLIC

MY COMMISSION EXPIRES \_\_\_\_\_

OWNER'S CERTIFICATE

STATE OF KANSAS }
COUNTY OF GEARY } SS

THIS IS TO CERTIFY THAT THE UNDERSIGNED IS THE OWNER OF THE LAND DESCRIBED IN THE PLAT HE HAS CAUSED THE SAME TO BE SURVEYED AND SUBDIVIDED AS INDICATED THEREON FOR THE USES AND PURPOSES THEREIN SET FORTH, AND DOES HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE THEREON INDICATED.

WILLIAM J PENNY
PENNY'S CONCRETE, INC.

NOTARY CERTIFICATE

STATE OF }
COUNTY OF } SS

BE IT REMEMBERED THAT ON THIS \_\_\_ DAY OF \_\_\_, 20\_\_\_, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, CAME TO ME PERSONALLY KNOWN TO BE THE SAME PERSON WHO EXECUTED THE FOREGOING INSTRUMENT OF WRITING AND DULY ACKNOWLEDGED THE EXECUTION OF SAME. IN TESTIMONY WHEREOF I HAVE HEREUNTO SET MY HAND AND AFFIXED MY NOTORIAL SEAL THE DAY AND YEAR ABOVE WRITTEN.

NOTARY PUBLIC

MY COMMISSION EXPIRES \_\_\_\_\_

SURVEYOR'S CERTIFICATE

STATE OF KANSAS }
COUNTY OF GEARY } SS

I, THE UNDERSIGNED, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF KANSAS, WITH EXPERIENCE AND PROFICIENCY IN LAND SURVEYING; THAT THE HERETOFORE DESCRIBED PROPERTY WAS SURVEYED AND SUBDIVIDED BY ME OR UNDER MY DIRECT SUPERVISION; THAT ALL SUBDIVISION REGULATIONS OF THE CITY OF JUNCTION CITY, KANSAS, HAVE BEEN COMPLIED WITH IN THE PREPARATION OF THIS PLAT; THAT THIS PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE KANSAS MINIMUM STANDARDS FOR BOUNDARY SURVEYS, AND THAT ALL THE MONUMENTS SHOWN HEREIN ACTUALLY EXIST AND THEIR POSITIONS ARE CORRECTLY SHOWN TO THE BEST OF MY KNOWLEDGE AND BELIEF.



LAND SURVEYOR, JASON R. LOADER
REGISTRATION NO. 1462

REVIEW SURVEYOR'S CERTIFICATE

STATE OF KANSAS }
COUNTY OF GEARY } SS

THIS PLAT HAS BEEN REVIEWED AND APPROVED FOR FILING PURSUANT TO AND IN COMPLIANCE WITH K.S.A. 58-2005 AND WITH THE REQUIREMENTS OF GEARY COUNTY RESOLUTION NO. 04-16-2012A. NO OTHER WARRANTIES ARE EXTENDED OR IMPLIED. APPROVED THIS \_\_\_ DAY OF \_\_\_, 20\_\_\_.

LAND SURVEYOR, JOHN B. YORK
REGISTRATION NO. 523

CERTIFICATE OF REGISTER OF DEEDS

STATE OF KANSAS }
COUNTY OF GEARY } SS

THIS IS TO CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD IN THE REGISTER OF DEEDS OFFICE ON THE \_\_\_ DAY OF \_\_\_, 20\_\_\_, AT \_\_\_ AND IS DULY RECORDED IN PLAT BOOK \_\_\_ AT PAGE \_\_\_.

REGISTER OF DEEDS, DIANE BRIESTENSKY-LEONARD

ENTERED ON TRANSFER RECORD THIS \_\_\_ DAY OF \_\_\_, 20\_\_\_.

DEPUTY, TERESA K. MAHIEU

COUNTY TREASURER CERTIFICATE

STATE OF KANSAS }
COUNTY OF GEARY } SS

I DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT GENERAL TAXES, NO UNPAID CURRENT GENERAL TAXES, NO UNPAID FORFEITED TAXES, AND NO REDEEMABLE TAX SALES AGAINST ANY OF THE LAND INCLUDED IN THE PLAT. I FURTHER CERTIFY THAT I HAVE RECEIVED ALL STATUTORY FEES IN CONNECTION WITH THE PLAT. GIVEN UNDER MY HAND AND SEAL AT JUNCTION CITY, KANSAS THIS \_\_\_ DAY OF \_\_\_, 20\_\_\_.

COUNTY TREASURER, KATHY TREMONT

CERTIFICATE AS TO SPECIAL ASSESSMENTS

STATE OF KANSAS }
COUNTY OF GEARY } SS

I DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT OR UNPAID CURRENT OR FORFEITED SPECIAL ASSESSMENTS OR ANY DEFERRED INSTALLMENTS THEREOF THAT HAVE NOT BEEN APPORTIONED AGAINST THE TRACT OF LAND INCLUDED IN THE PLAT. GIVEN UNDER MY HAND AND SEAL AT JUNCTION CITY, KANSAS THIS \_\_\_ DAY OF \_\_\_, 20\_\_\_.

COUNTY TREASURER, KATHY TREMONT

CERTIFICATE OF CITY COMMISSION

STATE OF KANSAS }
COUNTY OF GEARY } SS

THE DEDICATIONS SHOWN ON THIS PLAT ARE HEREBY ACCEPTED BY THE CITY COMMISSION THIS \_\_\_ DAY OF \_\_\_, 20\_\_\_.

ATTEST

CITY CLERK, SHAWNA SETTLES

MAYOR, MICK McCALLISTER

FINAL PLAT

J C LOGISTICS

A REPLAT OF LOTS 2 & 3, 1-70 BUSINESS PARK AND "TRACT A", NORTH CENTRAL FOUNDRY ADDITION

TO

JUNCTION CITY, KANSAS

KAW VALLEY ENGINEERING, INC.

2319 NORTH JACKSON | PO BOX 1304
JUNCTION CITY, KANSAS 66441
(785) 762-5040 | FAX (785) 762-7744

jc@kveng.com | www.kveng.com
JUNCTION CITY, KS | KANSAS CITY, MO | LENEXA, KS | SALINA, KS | EMPORIA, KS | WICHITA, KS

DATE OF PREPARATION: MAY 11, 2016 PROJECT NO. A16\_7685 SHEET 2 OF 2

JUNCTION CITY-GEARY COUNTY METROPOLITAN PLANNING COMMISSION CERTIFICATE

STATE OF KANSAS }
COUNTY OF GEARY } SS

J C LOGISTICS

THIS PLAT OF \_\_\_\_\_ HAS BEEN SUBMITTED TO AND APPROVED BY THE JUNCTION CITY-GEARY COUNTY METROPOLITAN PLANNING COMMISSION, JUNCTION CITY, KANSAS. DATED THIS \_\_\_ DAY OF \_\_\_, 20\_\_\_.

JUNCTION CITY-GEARY COUNTY METROPOLITAN PLANNING COMMISSION

BY \_\_\_\_\_

CHAIRMAN, MAUREEN GUSTAFSON

\_\_\_\_\_

SECRETARY, DAVID L. YEAROUT

**Backup material for agenda item:**

- d. Consideration to Award the Equipment Lease/Purchase Agreement Bid to US Bank Corp in the amount of \$393,840.61 with the interest rate being 1.60%.

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

Meeting Date: July 19, 2016

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

To: City Commissioners and Allen Dinkel, City Manager

Subject: Award of Bid for Equipment Lease/Purchase Agreement

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**Objective:** Award of bid and approval of lease purchase agreement for financing of equipment, \$378,225 (\$138,225 for ambulance defibrillators and \$240,000 for a solid waste truck).

**Explanation of Issue:** Both items were budgeted in the 2016 budget as a lease/purchase item. We went out for competitive bid for a lease/purchase agreement. Request for bids were sent to 28 financial institutions including local banks for direct solicitation, it was published in our local newspaper, and posted on the City website. Attached please find the results of the bid opening and tabulation.

**Budget Impact:** This award of bid is 2016 budget neutral. We had budgeted to purchase these items in 2016 with the first lease/purchase payment due in the 2017 budget.

**Recommendation:** Staff recommends award of bid to the lowest cost bidder, US Bancorp, Option A for 1.6% interest, with an annual payment of \$78,768.12 for 5 years with a prepayment penalty (which we would likely not exercise) with the first payment due March 1, 2017.

**Alternatives:** The City Commission may approve, modify, table or deny the award of this bid.

**Suggested Motion:** Commissioner \_\_\_\_\_ moves to approve the award of bid of a lease/purchase agreement with US Bancorp as recommended by staff. Commissioner \_\_\_\_\_ seconded the motion.

**Enclosure:** Lease Purchase Agreement  
Bid Tabulation

# City of Junction City

City Clerk's Office

July 11, 2016



Administration

Closing Time: 3:00pm

## Lease/Purchase Bid Opening

No.	Direct Solicited	Bidder	Local Vendor	Escrow	Early Payoff Penalty	Payments	Interest Rate	Bid Amount	Bid Rank
1.		First Bank		0	NO	Semi-Annual	2.5%	405,940.00	9
2.		Exchange Bank		500	NO	Semi-Annual	2.73%	408,536.70	10
3.		Community Business Bank		250	NO	Annual	2.19%	399,638.65	7
4.		" "		250	NO	Semi-Annual	2.19%	401,888.40	8
5.		US Bank Corp.		0	NO	Annual	1.73%	394,811.83	2
6.		" "		0	NO	semi-Annual	1.71%	396,238.14	4
7.		" "		0	YES	Annual	1.60%	393,840.61	1
8.		" "		0	YES	Semi-Annual	1.63%	395,065.79	3
9.		Commerce Bank (Clayton Holdings)		250	NO	Semi-Annual	1.69%	396,415.30	5
10.		" "		250	NO	semi-Annual	1.79%	396,915.80	6

**Government Leasing and Finance**

City of Junction City  
 Attn: Shawna Settles, City Clerk  
 700 N. Jefferson Street, Room 201  
 Junction City, KS 66441

At your request, U.S. Bancorp Government Leasing and Finance, Inc. ("USBGLF") has prepared for your consideration the following proposal for financing ("Proposal"). **This is only a proposal and does not represent a commitment by U.S. Bancorp Government Leasing and Finance, Inc.**

<b>Customer:</b>	City of Junction City, KS						
<b>Lessor:</b>	U.S. Bancorp Government Leasing and Finance, Inc.						
<b>PROPERTY:</b>	Monitor/defibrillator and accessory equipment and Solid waste Truck						
<b>EXPIRATION:</b>	Rate locked through September 6, 2016, see index for thereafter						
<b>LEASE QUOTE:</b>	<b>Amount</b>	<b>Rate</b>	<b>Payments</b>	<b>Factor</b>	<b>Pmts / Year</b>	<b>Term</b>	<b>Adv. / Arr.</b>
(A)	378,225.00	1.60%	39,506.58	0.1044526	2	60 Months	Arrears
	378,225.00	1.63%	78,768.12	0.2082573	1	60 Months	Custom
(B)	378,225.00	1.71%	39,623.81	0.1047625	2	60 Months	Arrears
	378,225.00	1.73%	78,962.37	0.2087709	1	60 Months	Custom

Notes: There are no fees associated with this offer including the establishment and use of a U.S. Bank N.A. escrow account should one be required. The financing must be funded in full to the vendor or into an escrow account by August 20, 2015 to lock in the above referenced interest rates. Option A's, the City may prepay after 1 year for 103% of the remaining principal balance. Option B's, the City may prepay after 1 year for 100% of the remaining principal balance.

The Lease will be structured as a tax-exempt municipal lease, with title in the Lessee's name and USBGLF holding a security interest in the equipment during the term. The lease is "triple-net" with the Lessee responsible for taxes, maintenance and insurance. Documentation will be provided by USBGLF, including (i) standard representations, warranties and covenants by the Lessee pertaining to the accuracy of information, organization, authority, essential use, compliance with laws, pending legal action, location and use of collateral, insurance, financial reporting and financial covenants; and (ii) standard USBGLF provisions pertaining to events of default and remedies available upon default. This offer is subject to the execution of all documentation by the Lessee within a reasonable time and in form and substance acceptable to Lessee, USBGLF and USBGLF's counsel, including terms and conditions not outlined in this Proposal.

This Proposal is conditioned on there being no material adverse change in the financial condition of the Lessee. Additionally, the terms and conditions outlined herein are subject to final review and approval (including collateral and essential use review) by USBGLF's business, legal, credit, and equipment risk management personnel.

Sincerely,

*Tasha Barreau*

Tasha Barreau  
 Vice President  
 U.S. Bancorp Government Leasing & Finance, Inc.  
 Phone: 303-330-4160  
 Email: [tbarreau@usbank.com](mailto:tbarreau@usbank.com)

**Government Leasing and Finance**

**ACCEPTANCE:**

By accepting this Proposal, Lessee acknowledges that **this Proposal does not represent a commitment to provide financing** but only outlines general terms and conditions of the USBGLF's financing program currently available to qualified lessees.

**ACCEPTED BY:**

\_\_\_\_\_  
Name / Title

dated: \_\_\_\_\_

**Payment Schedules**

*Assume a lease commencement date of September 1, 2016*

**Option A (ability to prepay at 103% of remaining principal balance)**

<b>Totals</b>	395,065.79	378,225.00	16,840.79	0.00
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<u>Date</u>	<u>Payment</u>	<u>Principal</u>	<u>Interest</u>	<u>Prepayment Balance</u>
1-Mar-2017	39,506.58	36,480.78	3,025.80	351,996.55
1-Sep-2017	39,506.58	36,772.62	2,733.95	314,120.74
1-Mar-2018	39,506.58	37,066.81	2,439.77	275,941.93
1-Sep-2018	39,506.58	37,363.34	2,143.24	237,457.69
1-Mar-2019	39,506.58	37,662.25	1,844.33	198,665.58
1-Sep-2019	39,506.58	37,963.55	1,543.03	159,563.13
1-Mar-2020	39,506.58	38,267.25	1,239.33	120,147.86
1-Sep-2020	39,506.58	38,573.39	933.19	80,417.26
1-Mar-2021	39,506.58	38,881.98	624.60	40,368.83
1-Sep-2021	39,506.58	39,193.03	313.54	0.00
<b>Totals</b>	393,840.61	378,225.00	15,615.61	0.00

<u>Date</u>	<u>Payment</u>	<u>Principal</u>	<u>Interest</u>	<u>Prepayment Balance</u>
1-Mar-2017	78,768.12	75,675.10	3,093.02	302,549.90
1-Mar-2018	78,768.12	73,799.55	4,968.57	228,750.35
1-Mar-2019	78,768.12	75,011.51	3,756.61	153,738.84
1-Mar-2020	78,768.12	76,243.37	2,524.75	77,495.47
1-Mar-2021	78,768.12	77,495.47	1,272.66	0.00

## Government Leasing and Finance

**Option B (Ability to prepay with no penalty)**

<b>Totals</b>	396,238.14	378,225.00	18,013.14	0.00
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<u>Date</u>	<u>Payment</u>	<u>Principal</u>	<u>Interest</u>	<u>Prepayment Balance</u>
1-Mar-2017	39,623.81	36,389.99	3,233.82	341,835.01
1-Sep-2017	39,623.81	36,701.12	2,922.69	305,133.89
1-Mar-2018	39,623.81	37,014.92	2,608.89	268,118.97
1-Sep-2018	39,623.81	37,331.40	2,292.42	230,787.57
1-Mar-2019	39,623.81	37,650.58	1,973.23	193,136.99
1-Sep-2019	39,623.81	37,972.49	1,651.32	155,164.50
1-Mar-2020	39,623.81	38,297.16	1,326.66	116,867.34
1-Sep-2020	39,623.81	38,624.60	999.22	78,242.74
1-Mar-2021	39,623.81	38,954.84	668.98	39,287.90
1-Sep-2021	39,623.81	39,287.90	335.91	0.00

<b>Totals</b>	394,811.83	378,225.00	16,586.83	0.00
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<u>Date</u>	<u>Payment</u>	<u>Principal</u>	<u>Interest</u>	<u>Prepayment Balance</u>
1-Mar-2017	78,962.37	75,678.91	3,283.46	302,546.09
1-Mar-2018	78,962.37	73,686.62	5,275.75	228,859.48
1-Mar-2019	78,962.37	74,971.55	3,990.81	153,887.93
1-Mar-2020	78,962.37	76,278.89	2,683.47	77,609.03
1-Mar-2021	78,962.37	77,609.03	1,353.33	0.00

**Government Leasing and Finance**Alternative Index

If the transaction does not close on or before September 6, 2016, the fixed interest rate will be subject to an index based on any change in the yield on the International Swaps and Derivatives Association matched maturity rates as announced daily by the Federal Reserve in the H.15 Statistical Release and in effect as of the close of business 7 days prior to the commencement date of the lease. Lender will adjust the monthly payment based upon 65% of the change in the above mentioned index as long as the original economic return is maintained as determined by the Lender.

1. Rates will be held for a period of approximately sixty (60) days from the date of bid opening. If this lease does not fund within 60 days of the bid opening, the interest rate will be adjusted in a proportion to the percentage of the like term SWAPS constant maturities one week prior to the new funding date.

The interest rate will be indexed after the initial sixty day period per example below:

Example:

Assume a Bid Interest Rate of 1.60% (assuming this is your bid locked in for thirty days) and a Federal Reserve Statistical Release H.15 SWAP rate of 0.95% (July 6, 2016) for SWAPS like term constant maturities maturing in five years.

Further assume 1.05% is the new like term (five year) constant maturity SWAP rate published one week prior to funding. The new funding rate will be calculated as  $1.05 - 0.95 = .10 \times .65 = .065$ .  $1.60 + .065 = 1.665\%$ . This will be the new interest rate for closing the following week.

The new interest rate will be established one week prior to funding and will cover the 30 day period which follows the initial 60 day period from the date of the receipt of bids. Should it be necessary to extend the combined 90 day period, then (with the written consent of the apparent low bidder and the Board prior to the expiration of such 90 day period), the same formula shall apply for the extension period.

Tasha Barreau  
Vice President  
July 8, 2016

**Government Leasing and Finance****References**

City of Topeka  
215 SE 7<sup>th</sup> Street  
Topeka, KS 66603  
Contact: Jay Oyler, Director, Contracts & Procurement  
Phone 785-368-2525  
Email: [joyler@topeka.org](mailto:joyler@topeka.org)  
Financed police vehicles in 2012, 2013 & 2015

City of Wellington  
317 S. Washington Ave.  
Wellington, KS 67152  
Contact: Shane Shields, City Clerk  
Phone: 620-326-2811  
Email: [shaneshields@cityofwellington.net](mailto:shaneshields@cityofwellington.net)  
Financed a fire truck for the City in 2014

City of Ottawa, Kansas  
101 S. Hickory, PO Box 60  
Ottawa, KS 66067  
Contact: Scott Bird, Director of Finance  
Email: [sbird@ottawaks.gov](mailto:sbird@ottawaks.gov)  
Financed Public Works equipment for the City in 2014

## DOCUMENT CHECKLIST

Financing for the property described in the attached documents by U.S. Bancorp Government Leasing and Finance, Inc. ("USBGLF") is predicated on final credit approval by USBGLF's Credit Department. To date, credit approval has not been given. However, in order to expedite the transaction if Credit does give approval, USBGLF is willing to provide financing documents for your review on the condition that you agree that this does not convey that you are being given credit approval or any commitment for funding. **By providing these documents, USBGLF is not making any commitment to finance the property.**

**Please do not sign or date the documents, as they cannot be effective unless and until we receive the final credit approval.**

Should you have any questions, please do not hesitate to contact me.

**Once credit approval has been obtained, please:**

PLEASE EXECUTE TWO (2) ORIGINALS OF ALL DOCUMENTS  
\*\*NO FRONT AND BACK COPIES, PLEASE\*\*

RETURN ALL ORIGINALS TO:  
U.S. BANCORP GOVERNMENT LEASING AND FINANCE, INC.

<<DOCUMENTATION SPECIALIST>>

950 17<sup>TH</sup> STREET, 7<sup>TH</sup> FLOOR

DENVER, CO 80202

<<DOCUMENTATION SPECIALIST PHONE>>

- **Master Tax-Exempt Lease/Purchase Agreement** – This document must be executed in the presence of a witness/attestor. The attesting witness does not have to be a notary, just present at the time of execution.
- **Addendum/Amendment to Master Tax-Exempt Lease/Purchase Agreement** – This document must be executed in the presence of a witness/attestor. The attesting witness does not have to be a notary, just present at the time of execution.
- **Property Schedule No. <<Sheet #>>** - This document must be executed in the presence of a witness/attestor. The attesting witness does not have to be a notary, just present at the time of execution.
- **Property Description and Payment Schedule – Exhibit 1**
- **Lessee's Counsel's Opinion – Exhibit 2.** This exhibit will need to be executed by your attorney, dated and placed on their letterhead. Your attorney will likely want to review the agreement prior to executing this opinion.
- **Lessee's General and Incumbency Certificate – Exhibit 3.** Include in your return package a copy of the board minutes or resolution for our files.
- **Payment of Proceeds Instructions – Exhibit 4.** Intentionally Omitted.
- **Acceptance Certificate – Exhibit 5.** Intentionally Omitted.
- **Bank Qualification and Arbitrage Rebate – Exhibit 6.**
- **Insurance Authorization and Verification** – To be filled out by the Lessee and sent to your insurance carrier. A valid insurance certificate, or self-insurance letter if the Lessee self-insures, is required prior to funding.
- **Notification of Tax Treatment** – Please provide your State of Sales/Use tax Exemption Certificate.
- **Form 8038-G or GC** – Blank form and instructions provided to Lessee. Please consult your CPA, local legal or bond counsel to fill out.

➤ **Vehicle Titling Memo**

- **Escrow Agreement** – This document needs to be executed by the Executing Official defined in the Lessee's Certificate – Exhibit 3.
- **Investment Direction Letter – Exhibit 1.** This document needs to be executed by the Executing Official.
  - **Schedule of Fees – Exhibit 2.**
  - **Requisition Request – Exhibit 3.** This document should be retained by Lessee and utilized to request disbursements from the escrow account. Please make copies and fill out as many as are needed.
  - **Final Acceptance Certificate - Exhibit 4.** This document should be retained by Lessee and provided to Lessor once all the proceeds have been disbursed from the escrow account.
  - **Class Action Negative Consent Letter – Exhibit 6.**
  - **IRS Form W-9.** This document should be retained by Lessee and submitted with the Requisition Request(s) for each vendor being paid. Please make copies and fill out as many as are needed.

SAMPLE

# Master Tax-Exempt Lease/Purchase Agreement

Between: U.S. Bancorp Government Leasing and Finance, Inc. (the "Lessor")  
13010 SW 68th Parkway, Suite 100  
Portland, OR 97223

And: <<Lessee>> (the "Lessee")  
<<LesseeAddress1>>  
<<LesseeAddress2>>  
<<LesseeCity>>, <<LesseeState>> <<LesseeZip>>  
Attention: <<LesseeContact>>  
Telephone: <<LesseePhone>>

Dated: <<MasterLeaseDate>>

## ARTICLE I DEFINITIONS

The following terms will have the meanings indicated below unless the context clearly requires otherwise:

"**Agreement**" means this Master Tax-Exempt Lease/Purchase Agreement, including all exhibits and schedules attached hereto.

"**Code**" is defined in Section 3.01(f).

"**Commencement Date**" is the date when the term of a Property Schedule and Lessee's obligation to pay rent thereunder commences, which date shall be set forth in such Property Schedule.

"**Event of Default**" is defined in Section 13.01.

"**Lease Payments**" means the Lease Payments payable by Lessee under Article VI of this Agreement and each Property Schedule, as set forth in each Property Schedule.

"**Lease Payment Dates**" means the Lease Payment dates for the Lease Payments as set forth in each Property Schedule.

"**Lease Term**" means, with respect to a Property Schedule, the Original Term and all Renewal Terms. The Lease Term for each Property Schedule executed hereunder shall be set forth in such Property Schedule, as provided in Section 4.02.

"**Lessee**" means the entity identified as such in the first paragraph hereof, and its permitted successors and assigns.

"**Lessor**" means the entity identified as such in the first paragraph hereof, and its successors and assigns.

"**Nonappropriation Event**" is defined in Section 6.06.

"**Original Term**" means, with respect to a Property Schedule, the period from the Commencement Date until the end of the budget year of Lessee in effect at the Commencement Date.

"**Property**" means, collectively, the property lease/purchased pursuant to this Agreement, and with respect to each Property Schedule, the property described in such Property Schedule, and all replacement, repairs, restorations, modifications and improvements thereof or thereto made pursuant to Section 8.01 or Article IX.

"**Property Schedule**" means a Property Schedule in the form attached hereto for Property Schedule 1. Subsequent Property Schedules pursuant to this Agreement shall be numbered consecutively, beginning with Property Schedule 2.

"**Purchase Price**" means the amount that Lessee may, in its discretion, pay to Lessor to purchase the Property under a Property Schedule, as provided in Section 11.01 and as set forth in the Property Schedule.

"**Renewal Terms**" means the renewal terms of a Property Schedule, each having a duration of one year and a term coextensive with Lessee's budget year.

"**State**" means the state where Lessee is located.

"**Vendor**" means the manufacturer or contractor of the Property as well as the agents or dealers of the manufacturer or contractor from whom Lessor or Lessee purchased or is purchasing all or any portion of the Property.

## ARTICLE II

2.01 **Property Schedules Separate Financings.** Each Property Schedule executed and delivered under this Agreement shall be a separate financing, distinct from other Property Schedules. Without limiting the foregoing, upon the occurrence of an Event of Default or a Nonappropriation Event with respect to a Property Schedule, Lessor shall have the rights and remedies specified herein with respect to the Property financed and the Lease Payments payable under such Property Schedule, and except as expressly provided in Section 13.02 below, Lessor shall have no rights or remedies with respect to Property financed or Lease Payments payable under any other Property Schedules unless an Event of Default or Nonappropriation Event has also occurred under such other Property Schedules.

## ARTICLE III

3.01 **Covenants of Lessee.** As of the Commencement Date for each Property Schedule executed and delivered hereunder, Lessee shall be deemed to represent, covenant and warrant for the benefit of Lessor as follows:

- (a) Lessee is a public body corporate and politic duly organized and existing under the constitution and laws of the State with full power and authority to enter into this Agreement and the Property Schedule and the transactions contemplated thereby and to perform all of its obligations thereunder.
- (b) Lessee will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a body corporate and politic. To the extent Lessee should merge with another entity under the laws of the State, Lessee agrees that as a condition to such merger it will require that the remaining or resulting entity shall be assigned Lessee's rights and shall assume Lessee's obligations hereunder.

- (c) Lessee has been duly authorized to execute and deliver this Agreement and the Property Schedule by proper action by its governing body, or by other appropriate official approval, and all requirements have been met and procedures have occurred in order to ensure the validity and enforceability of this Agreement and the Property Schedule, and Lessee has complied with such public bidding requirements as may be applicable to this Agreement and the Property Schedule and the acquisition by Lessee of the Property thereunder. On or before the Commencement Date for the Property Schedule, Lessee shall cause to be delivered an opinion of counsel in substantially the form attached to the form of the Property Schedule as Exhibit 2.
- (d) During the Lease Term for the Property Schedule, the Property thereunder will perform and will be used by Lessee only for the purpose of performing essential governmental uses and public functions within the permissible scope of Lessee's authority.
- (e) Lessee will provide Lessor with current financial statements, budgets and proof of appropriation for the ensuing budget year and other financial information relating to the ability of Lessee to continue this Agreement and the Property Schedule in such form and containing such information as may be requested by Lessor.
- (f) Lessee will comply with all applicable provisions of the Internal Revenue Code of 1986, as amended (the "Code"), including Sections 103 and 148 thereof, and the regulations of the Treasury Department thereunder, from time to time proposed or in effect, in order to maintain the excludability from gross income for federal income tax purposes of the interest component of Lease Payments under the Property Schedule and will not use or permit the use of the Property in such a manner as to cause a Property Schedule to be a "private activity bond" under Section 141(a) of the Code. Lessee covenants and agrees that it will use the proceeds of the Property Schedule as soon as practicable and with all reasonable dispatch for the purposes for which the Property Schedule has been entered into, and that no part of the proceeds of the Property Schedule shall be invested in any securities, obligations or other investments except for the temporary period pending such use nor used, at any time, directly or indirectly, in a manner which, if such use had been reasonably anticipated on the date of issuance of the Agreement, would have caused any portion of the Property Schedule to be or become "arbitrage bonds" within the meaning of Section 103(b)(2) or Section 148 of the Code and the regulations of the Treasury Department thereunder proposed or in effect at the time of such use and applicable to obligations issued on the date of issuance of the Property Schedule.
- (g) The execution, delivery and performance of this Agreement and the Property Schedule and compliance with the provisions hereof and thereof by Lessee does not conflict with or result in a violation or breach or constitute a default under, any resolution, bond, agreement, indenture, mortgage, note, lease or other instrument to which Lessee is a party or by which it is bound by any law or any rule, regulation, order or decree of any court, governmental agency or body having jurisdiction over Lessee or any of its activities or properties resulting in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any property or assets of Lessee or to which it is subject.
- (h) Lessee's exact legal name is as set forth on the first page of this Agreement. Lessee will not change its legal name in any respect without giving thirty (30) days prior notice to Lessor.

#### ARTICLE IV

**4.01 Lease of Property.** On the Commencement Date of each Property Schedule executed hereunder, Lessor will be deemed to demise, lease and let to Lessee, and Lessee will be deemed to rent, lease and hire from Lessor, the Property described in such Property Schedule, in accordance with this Agreement and such Property Schedule, for the Lease Term set forth in such Property Schedule.

**4.02 Lease Term.** The term of each Property Schedule shall commence on the Commencement Date set forth therein and shall terminate upon payment of the final Lease Payment set forth in such Property Schedule and the exercise of the Purchase Option described in Section 11.01, unless terminated sooner pursuant to this Agreement or the Property Schedule.

**4.03 Delivery, Installation and Acceptance of Property.** Lessee shall order the Property, shall cause the Property to be delivered and installed at the locations specified in the applicable Property Schedule and shall pay all taxes, delivery costs and installation costs, if any, in connection therewith. To the extent funds are deposited under an escrow agreement or trust agreement for the acquisition of the Property, such funds shall be disbursed as provided therein. When the Property described in such Property Schedule is delivered, installed and accepted as to Lessee's specifications, Lessee shall immediately accept the Property and evidence said acceptance by executing and delivering to Lessor the Acceptance Certificate substantially in the form attached to the Property Schedule.

#### ARTICLE V

**5.01 Enjoyment of Property.** Lessee shall during the Lease Term peacefully and quietly have, hold and enjoy the Property, without suit, trouble or hindrance from Lessor, except as expressly set forth in this Agreement. Lessor shall not interfere with such quiet use and enjoyment during the Lease Term so long as Lessee is not in default under the subject Property Schedule.

**5.02 Location; Inspection.** The Property will be initially located or based at the location specified in the applicable Property Schedule. Lessor shall have the right at all reasonable times during business hours to enter into and upon the property of Lessee for the purpose of inspecting the Property.

#### ARTICLE VI

**6.01 Lease Payments to Constitute a Current Expense of Lessee.** Lessor and Lessee understand and intend that the obligation of Lessee to pay Lease Payments hereunder shall constitute a current expense of Lessee and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional, statutory or charter limitation or requirement concerning the extent of indebtedness by Lessee, nor shall anything contained herein constitute a pledge of the faith and credit or taxing power of Lessee. Upon the appropriation of Lease Payments for a fiscal year, the Lease Payments for said fiscal year, and only the Lease Payments for said current fiscal year, shall be a binding obligation of Lessee, provided that such obligation shall not include a pledge of the taxing power of Lessee.

**6.02 Payment of Lease Payments.** Lessee shall promptly pay Lease Payments under each Property Schedule, exclusively from legally available funds, in lawful money of the United States of America, to Lessor in such amounts and on such dates as described in the applicable Property Schedule, at Lessor's address set forth on the first page of this Agreement, unless Lessor instructs Lessee otherwise. Lessee shall pay Lessor a charge on any delinquent Lease Payments under a Property Schedule in an amount sufficient to cover all additional costs and expenses incurred by Lessor from such delinquent Lease Payment. In addition, Lessee shall pay a late charge of five cents per dollar of the unpaid amount permitted by applicable law, whichever is lower, on all delinquent Lease Payments and interest on said delinquent amounts from the date such amounts were due until paid at the rate of 12% per annum or the maximum amount permitted by law, whichever is less.

**6.03 Interest Component.** A portion of each Lease Payment due under each Property Schedule is paid as, and represents payment of, interest, and each Property Schedule hereunder shall set forth the interest component (or method of computation thereof) of each Lease Payment thereunder during the Lease Term.

**6.04 Lease Payments to be Unconditional.** SUBJECT TO SECTION 6.06, THE OBLIGATIONS OF LESSEE TO PAY THE LEASE PAYMENTS DUE UNDER THE PROPERTY SCHEDULES ARE TO PERFORM AND OBSERVE THE OTHER COVENANTS AND AGREEMENTS CONTAINED HEREIN SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT ABATEMENT, DIMINUTION, DEDUCTION, SET-OFF OR DEFENSE, FOR ANY REASON, INCLUDING WITHOUT LIMITATION, ANY DEFECTS, MALFUNCTIONS, BREAKDOWNS OR INFIRMITIES IN THE PROPERTY OR ANY ACCIDENT, CONDEMNATION OR UNFORESEEN CIRCUMSTANCES. THIS PROVISION SHALL NOT LIMIT LESSEE'S RIGHTS OR ACTIONS AGAINST ANY VENDOR AS PROVIDED IN SECTION 10.02.

**6.05 Continuation of Lease by Lessee.** Lessee intends to continue all Property Schedules entered into pursuant to this Agreement and to pay the Lease Payments thereunder. Lessee reasonably believes that legally available funds in an amount sufficient to make all Lease Payments during the term of all Property Schedules can be obtained. Lessee agrees that its staff will provide during the budgeting process for each budget year to the governing body of Lessee notification of any Lease Payments due under the Property Schedules during the following budget year. Notwithstanding this covenant, if Lessee fails to appropriate the Lease Payments for a Property Schedule pursuant to Section 6.06, such Property Schedule shall terminate at the end of the then current Original Term or Renewal Term. Although Lessee has made this covenant, in the event that it fails to provide such notice, no remedy is provided and Lessee shall not be liable for any damages for its failure to so comply.

**6.06 Nonappropriation.** If during the then current Original Term or Renewal Term, sufficient funds are not appropriated to make Lease Payments required under a Property Schedule for the following fiscal year, Lessee shall be deemed to not have renewed such Property Schedule for the following fiscal year and the Property Schedule shall terminate at the end of the then current Original Term or Renewal Term and Lessee shall not be obligated to make Lease Payments under said Property Schedule beyond the then current fiscal year for which funds have been appropriated. Upon the occurrence of such nonappropriation (a "Nonappropriation Event") Lessee shall, no later than the end of the fiscal year for which Lease Payments have been appropriated, deliver possession of the Property under said Property Schedule to Lessor. If Lessee

fails to deliver possession of the Property to Lessor upon termination of said Property Schedule by reason of a Nonappropriation Event, the termination shall nevertheless be effective but Lessee shall be responsible for the payment of damages in an amount equal to the portion of Lease Payments thereafter coming due that is attributable to the number of days after the termination during which the Lessee fails to deliver possession and for any other loss suffered by Lessor as a result of Lessee's failure to deliver possession as required. In addition, Lessor may, by written instructions to any escrow agent who is holding proceeds of the Property Schedule, instruct such escrow agent to release all such proceeds and any earnings thereon to Lessor, such sums to be credited to Lessee's obligations under the Property Schedule and this Agreement. Lessee shall notify Lessor in writing within seven (7) days after the failure of the Lessee to appropriate funds sufficient for the payment of the Lease Payments, but failure to provide such notice shall not operate to extend the Lease Term or result in any liability to Lessee.

**6.07 Defeasance of Lease Payments.** Lessee may at any time irrevocably deposit in escrow with a defeasance escrow agent for the purpose of paying all of the principal component and interest component accruing under a Property Schedule, a sum of cash and non-callable securities consisting of direct obligations of, or obligations the principal of an interest on which are unconditionally guaranteed by, the United States of America or any agency or instrumentality thereof, in such aggregate amount, bearing interest at such rates and maturing on such dates as shall be required to provide funds sufficient for this purpose. Upon such defeasance, all right, title and interest of Lessor in the Property under said Property Schedule shall terminate. Lessee shall cause such investment to comply with the requirements of federal tax law so that the exclusion from gross income of the interest component of Lease Payments on said Property Schedule is not adversely affected.

**6.08 Gross-Up.** If an Event of Taxability occurs with respect to a Property Schedule, the interest component of Lease Payments on the Property Schedule shall thereafter be payable at the Taxable Rate, and Lessee shall pay to Lessor promptly following demand an amount sufficient to supplement the Lease Payments on such Property Schedule so that Lessor receives the interest component of such Lease Payments, retroactive to the date as of which the interest component is determined to be includible in the gross income of Lessor for federal income tax purposes, calculated at the Taxable Rate, together with any penalties and interest actually imposed on Lessor as a result of the Event of Taxability. For purposes of this Section, "Event of Taxability" means, with respect to a Property Schedule, (a) a final determination by the Internal Revenue Service or a court of competent jurisdiction that the interest component of Lease Payments on the Property Schedule is includible for federal income tax purposes in the gross income of Lessor, or (b) receipt by Lessor of a written opinion of a nationally recognized public finance lawyer or law firm to the effect that there exists substantial doubt whether the interest component of Lease Payments on the Property Schedule is excludible for federal income tax purposes from the gross income of Lessor. In each case due to any action or failure to take action by Lessee. "Taxable Rate" means the interest rate at which the interest component of Lease Payments on a Property Schedule was originally calculated, divided by 0.65.

#### ARTICLE VII

**7.01 Title to the Property.** Upon acceptance of the Property by Lessee and unless otherwise required by the laws of the State, title to the Property shall vest in Lessee, subject to Lessor's interests under the applicable Property Schedule and this Agreement.

**7.02 Personal Property.** The Property is and will remain personal property and will not be deemed to be affixed to or a part of the real estate on which it may be situated, notwithstanding that the Property or any part thereof may be or hereafter become in any manner physically affixed or attached to real estate or any building thereon. If requested by Lessor, Lessee will, at Lessee's expense, furnish a waiver of any interest in the Property from any party having an interest in any such real estate or building.

**7.03 Security Interest.** To the extent permitted by law and to secure the performance of all of Lessee's obligations under this Agreement with respect to a Property Schedule, including without limitation all Property Schedules now existing are hereby executed, Lessee grants to Lessor, for the benefit of Lessor and its successors and assigns, a security interest constituting a first lien on Lessee's interest in all of the Property under the Property Schedules, whether now owned or hereafter acquired, all additions, attachments, alterations and accessions to the Property, all substitutions and replacements for the Property, and on any proceeds of any of the foregoing, including insurance proceeds. Lessee shall execute any additional documents, including financing statements, affidavits, notices and similar instruments, in form and substance satisfactory to Lessor, which Lessor deems necessary or appropriate to establish, maintain and perfect a security interest in the Property in favor of Lessor and its successors and assigns. Lessee hereby authorizes Lessor to file all financing statements which Lessor deems necessary or appropriate to establish, maintain and perfect such security interest.

#### ARTICLE VIII

**8.01 Maintenance of Property by Lessee.** Lessee shall keep and maintain the Property in good condition and working order and in compliance with the manufacturer's specifications, shall use, operate and maintain the Property in conformity with all laws and regulations concerning the Property's ownership, possession, use and maintenance, and shall keep the Property free and clear of all liens and claims, other than those created by this Agreement. Lessee shall have sole responsibility to maintain and repair the Property. Should Lessee enter into any lease, preserve and keep the Property in good repair and working order and in accordance with manufacturer's specifications, and if requested by Lessor, Lessee will enter into maintenance contracts for the Property in form approved by Lessor and with approved providers.

**8.02 Liens, Taxes, Other Governmental Charges and Utility.** Lessee shall keep the Property free of all levies, liens and encumbrances, except for the interest of Lessor under this Agreement. The parties to this Agreement covenant that the Property will be used for a governmental or proprietary purpose of Lessee and, therefore, that the Property will be exempt from all property taxes. The Lease Payments payable by Lessee under this Agreement and the Property Schedules hereunder have been established to reflect the savings resulting from this exemption from taxation. Lessee will take such actions necessary under applicable law to obtain said exemption. Nevertheless, if the use, possession or acquisition of the Property is determined to be subject to taxation or later becomes subject to such taxes, Lessee shall pay when due all taxes and governmental charges lawfully assessed or levied against or with respect to the Property. Lessee shall pay all gas, water, steam, electricity, heat, power, telephone, utility and other charges incurred in the operation, maintenance, use, occupancy and upkeep of the Property. Lessee shall pay such taxes or charges as the same may become due; provided that with respect to any such taxes or charges that may lawfully be paid in installments over a period of years, Lessee shall be obligated to pay only such installments as accrue during the then current fiscal year of the Lease Term for such Property.

**8.03 Insurance.** At its own expense, Lessee shall maintain a casualty insurance insuring the Property against loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State and any other risks reasonably required by Lessor in an amount equal to at least the outstanding principal component of Lease Payments, and (b) liability insurance that protects Lessor from liability in all events in an amount reasonably acceptable to Lessor, and (c) worker's compensation insurance covering all employees working on, in, near or about the Property; provided that Lessee may self-insure against all such risks. All insurance proceeds from casualty losses shall be payable as hereinafter provided in this Agreement. All such insurance shall be with insurers that are authorized to issue such insurance in the State. All such liability insurance shall name Lessor as an additional insured. All such casualty insurance shall contain a provision making any losses payable to Lessor and Lessee, respectively, as interests may appear. All such insurance shall contain a provision to the effect that such insurance shall not be canceled or modified without the written consent of Lessor and Lessee at least thirty (30) days in advance of such cancellation or modification. Such changes shall not become effective until Lessor's prior written consent. Lessee shall furnish to Lessor, on or before the Commencement Date for each Property Schedule, and thereafter at Lessor's request, certificates evidencing such coverage, or, if Lessee self-insures, a written description of its self-insurance program together with a certification from Lessee's risk manager or insurance agent or consultant to the effect that Lessee's self-insurance program provides adequate coverage against the risks listed above.

**8.04 Advances.** In the event Lessee shall fail to either maintain the insurance required by this Agreement or keep the Property in good repair and working order, Lessor may, but shall be under no obligation to, purchase the required insurance and pay the cost of the premiums thereof or maintain and repair the Property and pay the cost thereof. All amounts so advanced by Lessor shall constitute additional rent for the Lease Term for the applicable Property Schedule and shall be due and payable on the next Lease Payment Date and Lessee covenants and agrees to pay such amounts so advanced by Lessor with interest thereon from the date such amounts are advanced until paid at the rate of 12% per annum or the maximum amount permitted by law, whichever is less.

#### ARTICLE IX

**9.01 Damage or Destruction.** If (a) the Property under a Property Schedule or any portion thereof is destroyed, in whole or in part, or is damaged by fire or other casualty, or (b) title to, or the temporary use of, the Property under a Property Schedule or any part thereof shall be taken under the exercise or threat of the power of eminent domain by any governmental body or by any person, firm or corporation acting pursuant to governmental authority, Lessor and Lessee will cause the Net Proceeds (as hereinafter defined) of any insurance claim, condemnation award or sale under threat of condemnation to be applied to the prompt replacement, repair, restoration, modification or improvement of the Property, unless Lessee shall have exercised its right to defease the Property Schedule as provided herein, or unless Lessee shall have exercised its option to purchase Lessor's interest in the Property if the Property Schedule so provides. Any balance of the Net Proceeds remaining after such work has been completed shall be paid to Lessee. For purposes of Section 8.03 and this Article IX, the term "Net Proceeds" shall mean the amount remaining from the gross proceeds of any insurance claim, condemnation award or sale under threat of condemnation after deducting all expenses, including attorneys' fees, incurred in the collection thereof.

**9.02 Insufficiency of Net Proceeds.** If the Net Proceeds are insufficient to pay in full the cost of any repair, restoration, modification or improvement referred to in Section 9.01, Lessee shall (a) complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net

Proceeds and, if Lessee shall make any payments pursuant to this Section, Lessee shall not be entitled to any reimbursement therefor from Lessor nor shall Lessee be entitled to any diminution of the amounts payable under Section 6.02, or (b) defease the Property Schedule pursuant to Section 6.07, or (c) exercise its option to purchase Lessor's interest in the Property pursuant to the optional purchase provisions of the Property Schedule, if any. The amount of the Net Proceeds, if any, remaining after completing such repair, restoration, modification or improvement or after such defeasance or purchase may be retained by Lessee.

#### ARTICLE X

**10.01 Disclaimer of Warranties.** LESSOR MAKES NO (AND SHALL NOT BE DEEMED TO HAVE MADE ANY) WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE DESIGN, OPERATION OR CONDITION OF, OR THE QUALITY OF THE MATERIAL, EQUIPMENT OR WORKMANSHIP IN, THE PROPERTY, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, THE STATE OF TITLE THERETO OR ANY COMPONENT THEREOF, THE ABSENCE OF LATENT OR OTHER DEFECTS (WHETHER OR NOT DISCOVERABLE), AND LESSOR HEREBY DISCLAIMS THE SAME; IT BEING UNDERSTOOD THAT THE PROPERTY IS LEASED TO LESSEE "AS IS" ON THE DATE OF THIS AGREEMENT OR THE DATE OF DELIVERY, WHICHEVER IS LATER, AND ALL SUCH RISKS, IF ANY, ARE TO BE BORNE BY LESSEE. Lessee acknowledges that it has made (or will make) the selection of the Property from the Vendor based on its own judgment and expressly disclaims any reliance upon any statements or representations made by Lessor. Lessee understands and agrees that (a) neither the Vendor nor any sales representative or other agent of Vendor, is (i) an agent of Lessor, or (ii) authorized to make or alter any term or condition of this Agreement, and (b) no such waiver or alteration shall vary the terms of this Agreement unless expressly set forth herein. In no event shall Lessor be liable for any incidental, indirect, special or consequential damage in connection with or arising out of this Agreement, the Property Schedules, or the existence, furnishing, functioning or use of any item, product or service provided for in this Agreement or the Property Schedules.

**10.02 Vendor's Warranties.** Lessor hereby irrevocably assigns to Lessee all rights that Lessor may have to assert from time to time whatever claims and rights (including without limitation warranties) related to the Property against the Vendor. Lessee's sole remedy for the breach of such warranty, indemnification or representation shall be against the Vendor of the Property, and not against Lessor, nor shall such matter have any effect whatsoever on the terms and obligations of Lessor with respect to this Agreement, including the right to receive full and timely payments hereunder. Lessee expressly acknowledges that Lessor makes, and has made, no representations or warranties whatsoever as to the existence or the availability of such warranties of the Vendor of the Property.

**10.03 Use of the Property.** Lessee will not install, use, operate or maintain the Property improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by this Agreement and the applicable Property Schedule. Lessee shall provide all permits and licenses, if any, necessary for the installation and operation of the Property. In addition, Lessee agrees to comply in all respects with all laws of the jurisdiction in which its operations involving any item of Property may extend and any legislative, executive, administrative or judicial body exercising any power or jurisdiction over the items of the Property; provided that Lessee may contest in good faith the validity or application of any such law or rule in any reasonable manner that does not, in the opinion of Lessor, adversely affect the interests of Lessor in and to the Property or its interest or rights under this Agreement. Lessee shall promptly notify Lessor in writing of any pending or threatened investigation, inquiry, claim or action by any governmental authority which could adversely affect this Agreement, any Property Schedule or the Property hereunder.

**10.04 Modifications.** Subject to the provisions of this Section, Lessee shall have the right, at its own expense, to make alterations, additions, modifications or improvements to the Property. All such alterations, additions, modifications and improvements shall hereafter comprise part of the Property and shall be subject to the provisions of this Agreement. Such alterations, additions, modifications and improvements shall not in any way damage the Property, substantially alter its nature or cause it to be used for purposes other than those authorized under the provisions of state and federal law; and the Property, on completion of any alterations, additions, modifications or improvements made pursuant to this Section, shall be of a value which is equal to or greater than the value of the Property immediately prior to the making of such alterations, additions, modifications and improvements. Lessee shall, at its own expense, make such alterations, additions, modifications and improvements to the Property as may be required from time to time by applicable law or by any governmental authority.

#### ARTICLE XI

**11.01 Option to Purchase.** Lessee shall have the option to purchase Lessor's entire interest in all of the Property subject to a Property Schedule and to terminate any restrictions herein on the Property under such Property Schedule on the last day of the Lease Term for a Property Schedule, if the Property Schedule is still in effect on such day, upon payment in full of the Lease Payments due thereunder plus payment of One (1) Dollar to Lessor. Upon exercise of the purchase option as set forth in this Section 11.01 and payment of the purchase price under the applicable Property Schedule, and performance by Lessee of all other terms, conditions and provisions hereof, Lessor shall deliver to Lessee all such documents and instruments as Lessee may reasonably require to evidence the transfer, without warranty by or recourse to Lessor, of all of Lessor's right, title and interest in and to the Property subject to such Property Schedule to Lessee.

**11.02 Option to Prepay.** Lessee shall have the option to prepay in whole the Lease Payments due under a Property Schedule, but only if the Property Schedule so provides, and on the terms set forth in the Property Schedule. Lessee shall give written notice to Lessor of its intent to purchase Lessor's interest in the Property at least sixty (60) days prior to the last day of the Lease Term for applicable Property Schedule.

#### ARTICLE XII

**12.01 Assignment by Lessor.** Lessor's right, title and interest in, to and under each Property Schedule and the Property under such Property Schedule may be assigned and reassigned in whole or in part to one or more assignees or subassignees by Lessor without the necessity of obtaining the consent of Lessee; provided that any assignment shall not be effective until Lessee has received written notice, signed by the assignor, of the name, address and tax identification number of the assignee. Lessee shall retain all such notices as a register of all assignments and shall make all payments to the assignee or assignees designated in such register. Lessee agrees to execute all documents, including notices of assignment and check cashing or financing statements that may be reasonably requested by Lessor or any assignee to protect its interests in this Agreement and the Property Schedules.

**12.02 Property Schedules Separate Assignments.** Assignees of the Lessor's rights in one Property Schedule shall have no rights in any other Property Schedule unless such rights have been separately assigned.

**12.03 Assignment and Subleasing by Lessee.** NONE OF LESSEE'S RIGHT, TITLE AND INTEREST IN, TO AND UNDER THIS AGREEMENT AND IN THE PROPERTY MAY BE ASSIGNED, SUBLEASED OR ENCUMBERED BY LESSEE FOR ANY REASON, WITHOUT THE PRIOR WRITTEN CONSENT OF LESSOR.

**12.04 Indemnification and Covenants.** To the extent permitted by applicable law, Lessee shall indemnify, protect, hold harmless, save and keep harmless Lessor from any and all liability, obligation, loss, claim and damage whatsoever, regardless of cause thereof, and all expenses in connection therewith, including, without limitation, counsel fees and expenses, penalties and interest (collectively, "Losses") arising out of or resulting from the entering into this Agreement, any Property Schedules hereunder, the ownership of any item of the Property, the loss of federal tax exemption of the interest on any of the Property Schedules, the ordering, acquisition, use, operation, condition, purchase, delivery, rejection, storage or return of any item of the Property or any accident in connection with the operation, use, condition, possession, storage or return of any item of the Property resulting in damage to property or injury to or death to any person; provided, however, that Lessee shall not be required to indemnify Lessor for Losses arising out of or resulting from Lessor's own willful or negligent conduct, or for Losses arising out of or resulting from Lessor's preparation of disclosure material relating to certificates of participation in this Agreement and any Property Schedule (other than disclosure material provided to Lessor by Lessee). The indemnification arising under this Section shall continue in full force and effect notwithstanding the full payment of all obligations under this Agreement, or the applicable Property Schedule, or the termination of the Lease Term for such Property Schedule for any reason.

#### ARTICLE XIII

**13.01 Events of Default Defined.** Any of the following shall constitute an "Event of Default" under a Property Schedule:

- (a) Failure by Lessee to pay any Lease Payment under the Property Schedule or other payment required to be paid with respect thereto at the time specified therein;
- (b) Failure by Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed with respect to the Property Schedule, other than as referred to in subparagraph (a) above, for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied is given to Lessee by Lessor, unless Lessor shall agree in writing to an extension of such time prior to its expiration; provided that, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected;

- (c) Any statement, representation or warranty made by Lessee in or pursuant to the Property Schedule or its execution, delivery or performance shall prove to have been false, incorrect, misleading or breached in any material respect on the date when made;
- (d) Lessee shall (i) apply for or consent to the appointment of a receiver, trustee, custodian or liquidator of Lessee, or of all or a substantial part of the assets of Lessee, (ii) be unable, fail or admit in writing its inability generally to pay its debts as they become due, (iii) make a general assignment for the benefit of creditors, (iv) have an order for relief entered against it under applicable federal bankruptcy law, or (v) file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors or taking advantage of any insolvency law or any answer admitting the material allegations of a petition filed against Lessee in any bankruptcy, reorganization or insolvency proceeding; or
- (e) An order, judgment or decree shall be entered by any court of competent jurisdiction, approving a petition or appointing a receiver, trustee, custodian or liquidator of Lessee or of all or a substantial part of the assets of Lessee, in each case without its application, approval or consent, and such order, judgment or decree shall continue unstayed and in effect for any period of 60 consecutive days.

The foregoing provisions of Section 13.01 are subject to the following limitation: if by reason of force majeure Lessee is unable in whole or in part to perform its agreements under this Agreement and the Property Schedule (other than the obligations on the part of Lessee contained in Article VI hereof) Lessee shall not be in default during the continuance of such inability. The term "force majeure" as used herein shall mean the following: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States or of the State or any of their departments, agencies or officials, or any civil or military authority; insurrections, riots, landslides, earthquakes, fires, storms, droughts, floods, explosions, breakage or accident to machinery, transmission pipes or canals; or any other cause or event not reasonably within the control of Lessee.

A Nonappropriation Event is not an Event of Default.

**13.02 Remedies on Default.** Whenever any Event of Default exists with respect to a Property Schedule, Lessor shall have the right, at its discretion without any further demand or notice, to take one or any combination of the following remedial steps:

- (a) Without terminating the Property Schedule, and by written notice to Lessee, Lessor may declare all Lease Payments and other amounts payable by Lessee thereunder to the end of the then-current budget year of Lessee to be due, including without limitation delinquent Lease Payments under the Property Schedule from prior budget years, and such amounts shall thereafter bear interest at the rate of 12% per annum or the maximum rate permitted by applicable law, whichever is less;
- (b) Lessor may terminate the Property Schedule, may enter the premises where the Property subject to the Property Schedule is located and retake possession of the Property, or require Lessee, at Lessee's expense, to promptly return any or all of the Property to the possession of Lessor at such place within the United States as Lessor shall specify, and Lessor may thereafter dispose of the Property in accordance with Article 9 of the Uniform Commercial Code in effect in the State; provided, however, that any proceeds from the disposition of the property in excess of the sum required to (i) pay off any outstanding principal component of Lease Payments, (ii) pay any other amounts then due under the Property Schedule, and (iii) pay Lessor's costs and expenses associated with the disposition of the Property (including attorneys fees) shall be paid to Lessee or such other creditor of Lessee as may be entitled thereto, and further provided that no deficiency shall be allowed against Lessee, except with respect to unpaid costs and expenses incurred by Lessor in connection with the disposition of the Property;
- (c) By written notice to any escrow agent who is holding proceeds of the Property Schedule, Lessor may instruct such escrow agent to release all such proceeds and any earnings thereon to Lessor, such sums to be credited to payment of Lessee's obligations under the Property Schedule;
- (d) Lessor may take any action, at law or in equity, that is permitted by applicable law and that may appear necessary or desirable to enforce or to protect any of its rights under the Property Schedule and this Agreement.

Notwithstanding the foregoing, if the proceeds are insufficient to pay items (i) to (iii) in Section 13.02(b) in whole, Lessee shall remain obligated after application of proceeds to items (i) and (ii), to pay in whole the amounts for item (iii).

**13.03 No Remedy Exclusive.** No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle Lessor to exercise any remedy reserved to it in this Article it shall not be necessary to give any notice, other than such notice as may be required in this Article.

**13.04 Costs and Attorney Fees.** Upon the occurrence of an Event of Default by Lessee in the performance of any term of this Agreement, Lessee agrees to pay to Lessor or reimburse Lessor for, in addition to all other amounts due hereunder, all of Lessor's costs of collection, including reasonable attorney fees, whether or not suit or action is filed thereon. Any such costs shall be immediately due and payable upon written notice and demand given to Lessee, shall be secured by this Agreement until paid and shall bear interest at the rate of 12% per annum or the maximum amount permitted by law, whichever is less. In the event suit or action is instituted to enforce any of the terms of this Agreement, the prevailing party shall be entitled to recover from the other party such sum as the court may adjudge reasonable as attorneys' fees at trial or on appeal of such suit or action or in any bankruptcy proceeding, in addition to all other sums provided by law.

#### ARTICLE XIV

**14.01 Notices.** All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by certified mail, postage prepaid, to the parties hereto at the addresses as appeared on the first page of this Agreement (or at such other address as either party hereto shall designate in writing to the other (or notices to such party) to any assignee at its address as it appears on the registration books maintained by Lessee.

**14.02 Arbitration Certificates.** Unless a separate Arbitration Certificate is delivered on the Commencement Date, Lessee shall be deemed to make the following representations and covenants as of the Commencement Date for each Property Schedule:

- (a) The estimated total costs, including taxes, freight, installation, and cost of issuance, of the Property under the Property Schedule will not be less than the total principal amount of the Lease Payments.
- (b) The Property under the Property Schedule has been ordered or is expected to be ordered within six months after the Commencement Date and the Property is expected to be delivered and installed, and the Vendor fully paid, within eighteen months from the Commencement Date. Lessee will pursue the completion of the Property and the expenditure of the net proceeds of the Property Schedule with due diligence.
- (c) Lessee has not created or established, and does not expect to create or establish, any sinking fund or other similar fund (i) that is reasonably expected to be used to pay the Lease Payments under the Property Schedule, or (ii) that may be used solely to prevent a default in the payment of the Lease Payments under the Property Schedule.
- (d) The Property under the Property Schedule has not been and is not expected to be sold or otherwise disposed of by Lessee, either in whole or in major part, prior to the last maturity of the Lease Payments under the Property Schedule.
- (e) There are no other obligations of Lessee which (i) are being sold within 15 days of the Commencement Date of the Property Schedule; (ii) are being sold pursuant to the same plan of financing as the Property Schedule; and (iii) are expected to be paid from substantially the same source of funds.
- (f) The officer or official who has executed the Property Schedule on Lessee's behalf is familiar with Lessee's expectations regarding the use and expenditure of the proceeds of the Property Schedule. To the best of Lessee's knowledge, information and belief, the facts and estimates set forth in herein are accurate and the expectations of Lessee set forth herein are reasonable.

**14.03 Further Assurances.** Lessee agrees to execute such other and further documents, including, without limitation, confirmatory financing statements, continuation statements, certificates of title and the like, and to take all such action as may be necessary or appropriate, from time to time, in the reasonable opinion of Lessor, to perfect, confirm, establish, reestablish, continue, or complete the interests of Lessor in this Agreement and the Property Schedules, to consummate the transactions contemplated hereby and thereby, and to carry out the purposes and intentions of this Agreement and the Property Schedules.

**14.04 Binding Effect.** This Agreement shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns.

14.05 **Severability.** In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

14.06 **Waiver of Jury Trials.** Lessee and Lessor hereby Irrevocably waive all right to trial by jury in any action, proceeding or counterclaim (whether based on contract, tort or otherwise) arising out of or relating to this Agreement or the actions of Lessor or Lessee in the negotiation, administration, performance or enforcement hereof.

14.07 **Amendments, Changes and Modifications.** This Agreement may be amended in writing by Lessor and Lessee to the extent the amendment or modification does not apply to outstanding Property Schedules at the time of such amendment or modification. The consent of all assignees shall be required to any amendment or modification before such amendment or modification shall be applicable to any outstanding Property Schedule.

14.08 **Execution in Counterparts.** This Agreement and the Property Schedules hereunder may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

14.09 **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State.

14.10 **Captions.** The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Agreement to be executed in their names by their duly authorized representatives as of the date first above written.

<b>Lessor: U.S. Bancorp Government Leasing and Finance, Inc.</b>
By:
Name:
Title:

<b>Lessee: &lt;&lt;Lessee&gt;&gt;</b>
By:
Name:
Title:
Attest:
By:
Name:
Title:

SAMPLE

**ADDENDUM (KANSAS)**  
**Property Schedule to Master Tax-Exempt Lease/Purchase Agreement**

THIS ADDENDUM, which is entered into as of <<StartDate>> between U.S. Bancorp Government Leasing and Finance, Inc. ("Lessor") and <<Lessee>> ("Lessee"), is intended to modify and supplement Property Schedule No. <<Sched. #>> (the "Property Schedule") to the Master Tax-Exempt Lease/Purchase Agreement between Lessor and Lessee dated as of <<MasterLeaseDate>> (the "Master Agreement"). Capitalized terms not otherwise defined herein shall have the meanings set forth in the Master Agreement.

In addition to the representations, warranties and covenants of Lessee set forth in the Master Agreement, Lessee, as of the Commencement Date for the Property Schedule, represents, warrants and covenants for the benefit of Lessor as follows:

- (a) The Property Schedule has been approved by a majority vote of the all members of the governing body of Lessee.
- (b) The capital cost to purchase the Property under the Property Schedule, if paid for by cash, is \$ \_\_\_\_\_
- (c) The annual average effective interest cost under the Property Schedule is \_\_\_\_\_ %
- (d) The amount included in payments for service, maintenance, insurance or other charges, exclusive of capital cost and interest cost, is as follows:
  - (i) Service: \$ \_\_\_\_\_
  - (ii) Maintenance: \$ \_\_\_\_\_
  - (iii) Insurance: \$ \_\_\_\_\_
  - (iv) Other Charges: \$ \_\_\_\_\_

IN WITNESS WHEREOF, Lessor and Lessee have caused this Addendum to be executed in their names by their duly authorized representatives as of the date first above written.

<b>Lessor: U.S. Bancorp Government Leasing and Finance, Inc.</b>	<b>Lessee: &lt;&lt;Lessee&gt;&gt;</b>
By:	By:
Name:	Name:
Title:	Title:
Attest:	
By	
Name:	
Title:	

**Property Schedule No. <<Schedule#>>**

**Master Tax-Exempt Lease/Purchase Agreement**

This **Property Schedule No. <<Schedule#>>** is entered into as of the Commencement Date set forth below, pursuant to that certain Master Tax-Exempt Lease/Purchase Agreement (the "Master Agreement"), dated as of <<MasterLeaseDate>>, between U.S. Bancorp Government Leasing and Finance, Inc., and <<Lessee>>.

1. Interpretation. The terms and conditions of the Master Agreement are incorporated herein by reference as if fully set forth herein. Reference is made to the Master Agreement for all representations, covenants and warranties made by Lessee in the execution of this Property Schedule, unless specifically set forth herein. In the event of a conflict between the provisions of the Master Agreement and the provisions of this Property Schedule, the provisions of this Property Schedule shall control. All capitalized terms not otherwise defined herein shall have the meanings provided in the Master Agreement.
2. Commencement Date. The Commencement Date for this Property Schedule is <<StartDate>>.
3. Property Description and Payment Schedule. The Property subject to this Property Schedule is described in Exhibit 1 hereto. Lessee shall not remove such property from the locations set forth therein without giving prior written notice to Lessor. The Lease Payment Schedule for this Property Schedule is set forth in Exhibit 1.
4. Opinion. The Opinion of Lessee's Counsel is attached as Exhibit 2.
5. Lessee's Certificate. The Lessee's Certificate is attached as Exhibit 3.
6. Proceeds. Exhibit 4 is intentionally omitted.
7. Acceptance Certificate. Exhibit 5 is intentionally omitted.
8. Additional Purchase Option Provisions. In addition to the Purchase Option provisions set forth in the Master Agreement, Lease Payments payable under this Property Schedule shall be subject to prepayment in whole at any time by payment of the applicable Termination Amount set forth in Exhibit 1 (Payment Schedule) and payment of all accrued and unpaid interest through the date of prepayment.
9. Private Activity Issue. Lessee understands that among other things, in order to maintain the exclusion of the interest component of Lease Payments from gross income for federal income tax purposes, it must limit and restrict the rights private businesses (including, for this purpose, the federal government and its agencies and organizations described in the Code § 501(c)(3)) have to use the Property. Each of these requirements will be applied beginning on the later of the Commencement Date or date when portion of the Property is placed in service and will continue to apply until earlier of the end of the economic useful life of the property or the date the Agreement or any tax-exempt obligation issued to refund the Property Schedule is retired (the "Measurement Period"). Lessee will comply with the requirements of Section 141 of the Code and the regulations thereunder which provide restrictions on special legal rights for users other than Lessee or a state or local government or an agency or instrumentality of a state or a local government (an "Eligible User") may have to use the Property. For this purpose, special legal rights may arise from a management or service agreement, lease, research agreement or other arrangement providing any entity except an Eligible User the right to use the Property. Any use of the Property by a user other than an Eligible User is referred to herein as "Non-Qualified Use". Throughout the Measurement Period, all of the Property is expected to be owned by Lessee. Throughout the Measurement Period, Lessee will not permit the Non-Qualified Use of the Property to exceed 10%.
10. Bank Qualification and Arbitrage Rebate. Attached as Exhibit 6.
11. Expiration. Lessor, at its sole discretion, may choose not to accept this Property Schedule if the fully executed, original Master Agreement (including this Property Schedule and all ancillary documents) is not received by Lessor at its place of business by <<ExpirationDate>>.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Property Schedule to be executed in their names by their duly authorized representatives as of the Commencement Date above.

<b>Lessor: U.S. Bancorp Government Leasing and Finance, Inc.</b>
By:
Name:
Title:

<b>Lessee: &lt;&lt;Lessee&gt;&gt;</b>
By:
Name:
Title:

Attest:
By
Name:
Title:

**EXHIBIT 1**

**Property Description and Payment Schedule**

Re: **Property Schedule No. <<Schedule#>>** to Master Tax-Exempt Lease/Purchase Agreement between U.S. Bancorp Government Leasing and Finance, Inc. and <<Lessee>>.

THE PROPERTY IS AS FOLLOWS: The Property as more fully described in Exhibit A incorporated herein by reference and attached hereto. It includes all replacements, parts, repairs, additions, accessions and accessories incorporated therein or affixed or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries.

PROPERTY LOCATION:

Address \_\_\_\_\_

City, State Zip Code \_\_\_\_\_

USE: <<BriefUseDescription>> - This use is essential to the proper, efficient and economic functioning of Lessee or to the services that Lessee provides; and Lessee has immediate need for and expects to make immediate use of substantially all of the Property, which need is not temporary or expected to diminish in the foreseeable future.

Lease Payment Schedule

Total Principal Amount: \$<<Amount>>

Payment No.	Due Date	Lease Payment	Principal Portion	Interest Portion	Termination Amount (After Making Payment for said Due Date)
-------------	----------	---------------	-------------------	------------------	----------------------------------------------------------------

Interest Rate: <<InterestRate>>

<b>Lessee: &lt;&lt;Lessee&gt;&gt;</b>
By: _____
Name: _____
Title: _____

EXHIBIT A

Property Description

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Equipment as described

SAMPLE

EXHIBIT 2

Lessee's Counsel's Opinion

[To be provided on letterhead of Lessee's counsel.]

<<StartDate>>

U.S. Bancorp Government Leasing and Finance, Inc.  
13010 SW 68th Parkway, Suite 100  
Portland, OR 97223

<<Lessee>>  
<<LesseeAddress1>>  
<<LesseeAddress2>>  
<<LesseeCity>>, <<LesseeState>> <<LesseeZip>>  
Attention: <<LesseeContact>>

RE: Property Schedule No. <<Schedule#>> to Master Tax-Exempt Lease/Purchase Agreement between U.S. Bancorp Government Leasing and Finance, Inc. and <<Lessee>>.

Ladies and Gentlemen:

We have acted as special counsel to <<Lessee>> ("Lessee"), in connection with the Master Tax-Exempt Lease/Purchase Agreement, dated as of <<MasterAgmtDate>> (the "Master Agreement"), between <<Lessee>>, as lessee, and U.S. Bancorp Government Leasing and Finance, Inc. as Lessor ("Lessor"), and the execution of Property Schedule No. <<Schedule#>> (the "Property Schedule"), pursuant to the Master Agreement. We have examined the law and such certified proceedings and other papers as we deem necessary to render this opinion.

All capitalized terms not otherwise defined herein shall have the meanings provided in the Master Agreement and Property Schedule.

As to questions of fact material to our opinion, we have relied upon the representations of Lessee in the Master Agreement and the Property Schedule and in the certified proceedings and other certifications of public officials furnished to us without undertaking to verify the same by independent investigation.

Based upon the foregoing, we are of the opinion that, under existing law:

1. Lessee is a public body corporate and politic, duly organized and existing under the laws of the State, and has a substantial amount of one or more of the following sovereign powers: (a) the power to tax, (b) the power of eminent domain and (c) the police power.
2. Lessee has the requisite power and authority to enter into the Master Agreement and the Property Schedule and to perform its obligations thereunder.
3. The execution, delivery and performance of the Master Agreement and the Property Schedule by Lessee has been duly authorized by all necessary action on the part of Lessee.
4. All proceedings of Lessee and its governing body relating to the authorization and approval of the Master Agreement and the Property Schedule, the execution thereof and the transactions contemplated thereby have been conducted in accordance with all applicable open meeting laws and all other applicable state and federal laws.
5. Lessee has acquired or has arranged for the acquisition of the Property subject to the Property Schedule, and has entered into the Master Agreement and the Property Schedule, in compliance with all applicable public bidding laws.
6. Lessee has obtained all consents and approvals of other governmental authorities or agencies which may be required for the execution, delivery and performance by Lessee of the Master Agreement and the Property Schedule.

7. The Master Agreement and the Property Schedule have been duly executed and delivered by Lessee and constitute legal, valid and binding obligations of Lessee, enforceable against Lessee in accordance with the terms thereof, except insofar as the enforcement thereof may be limited by any applicable bankruptcy, insolvency, moratorium, reorganization or other laws of equitable principles of general application, or of application to municipalities or political subdivisions such as the Lessee, affecting remedies or creditors' rights generally, and to the exercise of judicial discretion in appropriate cases.

8. As of the date hereof, based on such inquiry and investigation as we have deemed sufficient, no litigation is pending, (or, to our knowledge, threatened) against Lessee in any court (a) seeking to restrain or enjoin the delivery of the Master Agreement or the Property Schedule or of other agreements similar to the Master Agreement; (b) questioning the authority of Lessee to execute the Master Agreement or the Property Schedule, or the validity of the Master Agreement or the Property Schedule, or the payment of principal or interest on, the Property Schedule; (c) questioning the constitutionality of any statute, or the validity of any proceedings, authorizing the execution of the Master Agreement and the Property Schedule; or (d) affecting the provisions made for the payment of or security for the Master Agreement and the Property Schedule.

This opinion may be relied upon by Lessor, its successors and assigns, and any other legal counsel who provides an opinion with respect to the Property Schedule.

Very truly yours,

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

SAMPLE

EXHIBIT 3

Lessee's General and Incumbency Certificate

GENERAL CERTIFICATE

Re: Property Schedule No. <<Schedule#>> dated as of <<StartDate>> to the Master Tax-Exempt Lease/Purchase Agreement dated <<MasterLeaseDate>> between U.S. Bancorp Government Leasing and Finance, Inc. and <<Lessee>>.

The undersigned, being the duly elected, qualified and acting \_\_\_\_\_ (Title of Person to Execute Lease/Purchase Agreement) of the <<Lessee>> ("Lessee") does hereby certify, as of <<StartDate>>, as follows:

- 1. Lessee did, at a meeting of the governing body of the Lessee, by resolution or ordinance duly enacted, in accordance with all requirements of law, approve and authorize the execution and delivery of the above-referenced Property Schedule (the "Property Schedule") and the Master Tax-Exempt Lease/Purchase Agreement (the "Master Agreement") by the undersigned.
2. The meeting(s) of the governing body of the Lessee at which the Master Agreement and the Property Schedule were approved and authorized to be executed was duly called, regularly convened and attended throughout by the requisite quorum of the members thereof, and the enactment approving the Master Agreement and the Property Schedule and authorizing the execution thereof has not been altered or rescinded. All meetings of the governing body of Lessee relating to the authorization and delivery of Master Agreement and the Property Schedule have been: (a) held within the geographic boundaries of the Lessee; (b) open to the public, allowing all people to attend; (c) conducted in accordance with internal procedures of the governing body; and (d) conducted in accordance with the charter of the Lessee, if any, and the laws of the State.
3. No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default or a Non-appropriation Event (as such terms are defined in the Master Agreement) exists at the date hereof with respect to this Property Schedule or any other Property Schedules under the Master Agreement.
4. The acquisition of all of the Property under the Property Schedule has been duly authorized by the governing body of Lessee.
5. Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the Lease Payments scheduled to come due during the current budget year under the Property Schedule and to meet its other obligations for the current budget year and such funds have not been expended for other purposes.
6. As of the date hereof, no litigation is pending, (or, to my knowledge, threatened) against Lessee in any court (a) seeking to restrain or enjoin the delivery of the Master Agreement or the Property Schedule or of other agreements similar to the Master Agreement; (b) questioning the authority of Lessee to execute the Master Agreement or the Property Schedule, or the validity of the Master Agreement or the Property Schedule, or the payment of principal of or interest on the Property Schedule; (c) questioning the constitutionality of any statute, or the validity of any proceedings, authorizing the execution of the Master Agreement and the Property Schedule; or (d) affecting the provisions made for the payment of or security for the Master Agreement and the Property Schedule.

IN WITNESS WHEREOF, the undersigned has executed this Certificate as of <<StartDate>>.

<<LESSEE>>

By \_\_\_\_\_ Signature of Person to Execute Lease/Purchase Agreement

\_\_\_\_\_  
Print Name and Title of Person to Execute Lease/Purchase Agreement

**INCUMBENCY CERTIFICATE**

Re: **Property Schedule No. <<Schedule#>>** dated as of <<StartDate>> to the Master Tax-Exempt Lease/Purchase Agreement dated as of <<MasterLeaseDate>> between U.S. Bancorp Government Leasing and Finance, Inc. and <<Lessee>>.

The undersigned, being the duly elected, qualified and acting Secretary or Clerk of the <<Lessee>> ("Lessee") does hereby certify, as of <<StartDate>>, as follows:

As of the date of the meeting(s) of the governing body of the Lessee at which the above-referenced Master Agreement and the Property Schedule were approved and authorized to be executed, and as of the date hereof, the below-named representative of the Lessee held and holds the office set forth below, and the signature set forth below is his/her true and correct signature.

\_\_\_\_\_  
(Signature of Person to Execute Lease/Purchase Agreement)

\_\_\_\_\_  
(Print Name and Title)

IN WITNESS WHEREOF, the undersigned has executed this Certificate as of <<StartDate>>.

\_\_\_\_\_  
Secretary/Clerk

\_\_\_\_\_  
Print Name  
and Title:

SAMPLE

EXHIBIT 4

Payment of Proceeds Instructions

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Intentionally Omitted.

SAMPLE

EXHIBIT 5

Acceptance Certificate

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Intentionally Omitted.

SAMPLE

EXHIBIT 6

Bank Qualification And Arbitrage Rebate

U.S. Bancorp Government Leasing and Finance, Inc.  
13010 SW 68th Parkway, Suite 100  
Portland, OR 97223

Re: **Property Schedule No. <<Schedule#>>** to Master Tax-Exempt Lease/Purchase Agreement between U.S. Bancorp Government Leasing and Finance, Inc. and <<Lessee>>

PLEASE CHECK EITHER:

**Bank Qualified Tax-Exempt Obligation under Section 265**

\_\_\_\_ Lessee hereby designates this Property Schedule as a "qualified tax-exempt obligation" as defined in Section 265(b)(3)(B) of the Code. Lessee reasonably anticipates issuing tax-exempt obligations (excluding private activity bonds other than qualified 501(c)(3) bonds and including all tax-exempt obligations of subordinate entities of the Lessee) during the calendar year in which the Commencement Date of this Property Schedule falls, in an amount not exceeding \$10,000,000.

or

\_\_\_\_ Not applicable.

**Arbitrage Rebate**

Eighteen Month Exception:

Pursuant to Treasury Regulations Section 1.148-7(d), the gross proceeds of this Property Schedule will be expended for the governmental purposes for which this Property Schedule was entered into, as follows: at least 15% within six months after the Commencement Date, at least 60% within 12 months after the Commencement Date, and 100% within 18 months after the Commencement Date. If Lessee is unable to comply with Section 1.148-7(d) of the Treasury Regulations, Lessee shall compute rebatable arbitrage on this Agreement and pay rebatable arbitrage to the United States at least once every five years and within 60 days after payment of the final Lease Payment due under this Agreement.

***Consult tax counsel if there is any chance that the Eighteen Month Exception will not be met.***

Lessee: <<Lessee>>
By:
Name:
Title:

Language for UCC Financing Statements

Property Schedule No. <<Schedule#>>

SECURED PARTY: U.S. Bancorp Government Leasing and Finance, Inc.

DEBTOR: <<Lessee>>

This financing statement covers all of Debtor's right, title and interest, whether now owned or hereafter acquired, in and to the equipment leased to Debtor under Property Schedule No. <<Schedule#>> dated <<StartDate>> to that certain Master Tax-Exempt Lease Purchase Agreement dated as of <<MasterLeaseDate>>, in each case between Debtor, as Lessee, and Secured Party, as Lessor, together with all accessions, substitutions and replacements thereto and therefore, and proceeds (cash and non-cash), including, without limitation, insurance proceeds, thereof, including without limiting, all equipment described on Exhibit A attached hereto and made a part hereof.

Debtor has no right to dispose of the equipment.

SAMPLE

**INSURANCE AUTHORIZATION AND VERIFICATION**

Date: <<StartDate>>

Property Schedule No: <<Schedule#>>

To: <<Lessee>> (the "Lessee")

From: U.S. Bancorp Government Leasing and Finance, Inc. (the  
"Lessor")  
1310 Madrid St.  
Marshall, MN 56258  
Attn: <<DocumentationSpecialist>>

**TO THE LESSEE:** In connection with the above-referenced Property Schedule, Lessor requires proof in the form of this document, executed by both Lessee\* and Lessee's agent, that Lessee's insurable interest in the financed property (the "Property") meets Lessor's requirements as follows, with coverage including, but not limited to, fire, extended coverage, vandalism, and theft:

**Lessor, AND ITS SUCCESSORS AND ASSIGNS, shall be covered as both ADDITIONAL INSURED and LENDER'S LOSS PAYEE with regard to all equipment financed or leased by policy holder through or from lessor. All such insurance shall contain a provision to the effect that such insurance shall not be canceled or modified without first giving written notice thereof to Lessor and Lessee at least thirty (30) days in advance of such cancellation or modification.**

**Lessee must carry GENERAL LIABILITY (and/or, for vehicles, Automobile Liability) in the amount of no less than \$1,000,000.00 (one million dollars).**

**Lessee must carry PROPERTY Insurance (or, for vehicles, Physical Damage Insurance) in an amount no less than the 'Insurable Value' \$<<Amount>>, with deductibles no more than \$10,000.00.**

*\*Lessee: Please execute this form and return with your document package. Lessor will fax this form to your insurance agency for endorsement. In lieu of agent endorsement, Lessee's agency may submit insurance certificates demonstrating compliance with all requirements. If fully executed form (or Lessee-executed form plus certificates) is not provided within 15 days, we have the right to purchase such insurance at your expense. Should you have any questions, please contact <<DocumentationSpecialist>> at <<DocumentationSpecialistPhone>>.*

**By signing, Lessee authorizes the Agent named below: 1) to complete and return this form as indicated; and 2) to endorse the policy and subsequent renewals to reflect the required coverage as outlined above.**

Agency/Agent:	
Address:	
Phone/Fax:	
Email:	

Lessee: <<LESSEE>>
By:
Name:
Title:

**TO THE AGENT:** In lieu of providing a certificate, please execute this form in the space below and promptly fax it to Lessor at <<DocumentationSpecialistFax>>. This fully endorsed form shall serve as proof that Lessee's insurance meets the above requirements.

Agent hereby verifies that the above requirements have been met in regard to the Property listed below.

Print Name of Agency: X \_\_\_\_\_

By: X \_\_\_\_\_  
(Agent's Signature)

Print Name: X \_\_\_\_\_

Date: X \_\_\_\_\_

Insurable Value: \$<<Amount>>

ATTACHED: PROPERTY DESCRIPTION FOR PROPERTY SCHEDULE NO.: <<Schedule#>>

## Notification of Tax Treatment to Tax-Exempt Lease/Purchase Agreement

This **Notification of Tax Treatment** is pursuant to the Master Tax-Exempt Lease/Purchase Agreement dated as of <<MasterLeaseDate>> and the related Property Schedule No. <<Schedule#>> dated <<StartDate>>, between Lessor and Lessee (the "Agreement").

- Lessee agrees that this Property Schedule SHOULD be subject to sales/use taxes
- Lessee agrees that this Property Schedule should NOT be subject to sales/use taxes and Lessee has included our tax-exemption certificate with this document package
- Lessee agrees that this Property Schedule should NOT be subject to sales/use taxes and no tax-exemption certificate is issued to us by the State
- Lessee agrees that this Property Schedule is a taxable transaction and subject to any/all taxes
- Lessee agrees that this Property Schedule is subject to sales/use taxes and will pay those taxes directly to the State or Vendor

IN WITNESS WHEREOF, Lessee has caused this Notification of Tax Treatment to be executed by their duly authorized representative.

Lessee: <<Lessee>>
By: _____
Name: _____
Title: _____

SAMPLE

**Information Return for Tax-Exempt Governmental Obligations**

► Under Internal Revenue Code section 149(e)

► See separate instructions.

Caution: If the issue price is under \$100,000, use Form 8038-GC.

OMB No. 1545-0720

**Part I Reporting Authority** If Amended Return, check here

1 Issuer's name	2 Issuer's employer identification number (EIN)
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)	3b Telephone number of other person shown on 3a
4 Number and street (or P.O. box if mail is not delivered to street address) <span style="float: right;">Room/suite</span>	5 Report number (For IRS Use Only) <span style="float: right;">3</span>
6 City, town, or post office, state, and ZIP code	7 Date of issue
8 Name of issue	9 CUSIP number
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions)	10b Telephone number of officer or other employee shown on 10a

**Part II Type of Issue (enter the issue price).** See the instructions and attach schedule.

11 Education	11		
12 Health and hospital	12		
13 Transportation	13		
14 Public safety	14		
15 Environment (including sewage bonds)	15		
16 Housing	16		
17 Utilities	17		
18 Other. Describe ►	18		
19 If obligations are TANs or RANs, check only box 19a <input type="checkbox"/>			
If obligations are BANs, check only box 19b <input type="checkbox"/>			
20 If obligations are in the form of a lease or installment sale, check box <input type="checkbox"/>			

**Part III Description of Obligations.** Complete for the entire issue for which this form is being filed.

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21		\$	\$	years	%

**Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)**

22 Proceeds used for accrued interest	22		
23 Issue price of entire issue (enter amount from line 21, column (b))	23		
24 Proceeds used for bond issuance costs (including underwriters' discount)	24		
25 Proceeds used for credit enhancement	25		
26 Proceeds allocated to reasonably required reserve or replacement fund	26		
27 Proceeds used to currently refund prior issues	27		
28 Proceeds used to advance refund prior issues	28		
29 Total (add lines 24 through 28)	29		
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30		

**Part V Description of Refunded Bonds.** Complete this part only for refunding bonds.

31 Enter the remaining weighted average maturity of the bonds to be currently refunded	►	_____ years
32 Enter the remaining weighted average maturity of the bonds to be advance refunded	►	_____ years
33 Enter the last date on which the refunded bonds will be called (MM/DD/YYYY)	►	_____
34 Enter the date(s) the refunded bonds were issued (MM/DD/YYYY)	►	_____

For Paperwork Reduction Act Notice, see separate instructions.

Cat. No. 63773S

Form **8038-G** (Rev. 9-2011)

**Part VI Miscellaneous**

<b>35</b> Enter the amount of the state volume cap allocated to the issue under section 141(b)(5) . . . . .	<b>35</b>		
<b>36a</b> Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC) (see instructions) . . . . .	<b>36a</b>		
<b>b</b> Enter the final maturity date of the GIC ▶ _____			
<b>c</b> Enter the name of the GIC provider ▶ _____			
<b>37</b> Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units . . . . .	<b>37</b>		
<b>38a</b> If this issue is a loan made from the proceeds of another tax-exempt issue, check box <input type="checkbox"/> and enter the following information:			
<b>b</b> Enter the date of the master pool obligation ▶ _____			
<b>c</b> Enter the EIN of the issuer of the master pool obligation ▶ _____			
<b>d</b> Enter the name of the issuer of the master pool obligation ▶ _____			
<b>39</b> If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box . . . . . ▶ <input type="checkbox"/>			
<b>40</b> If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box . . . . . ▶ <input type="checkbox"/>			
<b>41a</b> If the issuer has identified a hedge, check here <input type="checkbox"/> and enter the following information:			
<b>b</b> Name of hedge provider ▶ _____			
<b>c</b> Type of hedge ▶ _____			
<b>d</b> Term of hedge ▶ _____			
<b>42</b> If the issuer has superintegrated the hedge, check box . . . . . ▶ <input type="checkbox"/>			
<b>43</b> If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box . . . . . ▶ <input type="checkbox"/>			
<b>44</b> If the issuer has established written procedures to monitor the requirements of section 148, check box . . . . . ▶ <input type="checkbox"/>			
<b>45a</b> If some portion of the proceeds was used to reimburse expenditures, check here <input type="checkbox"/> and enter the amount of reimbursement . . . . . ▶ _____			
<b>b</b> Enter the date the official intent was adopted ▶ _____			

<b>Signature and Consent</b>	Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.			
	▶ Signature of issuer's authorized representative		Date	▶ Type or print name and title
<b>Paid Preparer Use Only</b>	Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed PTIN
	Firm's name ▶			Firm's EIN ▶
	Firm's address ▶			Phone no.

# Instructions for Form 8038-G

(Rev. September 2011)

## Information Return for Tax-Exempt Governmental Obligations



Department of the Treasury  
Internal Revenue Service

Section references are to the Internal Revenue Code unless otherwise noted.

### General Instructions

#### Purpose of Form

Form 8038-G is used by issuers of tax-exempt governmental obligations to provide the IRS with the information required by section 149(e) and to monitor the requirements of sections 141 through 150.

#### Who Must File

IF the issue price (line 21, column (b)) is...	THEN, for tax-exempt governmental obligations issued after December 31, 1986, issuers must file...
\$100,000 or more	A separate Form 8038-G for each issue
Less than \$100,000	Form 8038-GC, Information Return for Small Tax-Exempt Governmental Bond Issues, Leases, and Installment Sales

 For all build America bonds and recovery zone economic development bonds use Form 8038-B, Information Return for Build America Bonds and Recovery Zone Economic Development Bonds. For tax credit bonds and specified tax credit bonds use Form 8038-TC, Information Return for Tax Credit Bonds and Specified Tax Credit Bonds.

#### When To File

File Form 8038-G on or before the 15th day of the 2nd calendar month after the close of the calendar quarter in which the bond is issued. Form 8038-G may not be filed before the issue date and must be completed based on the facts as of the issue date.

**Late filing.** An issuer may be granted an extension of time to file Form 8038-G under Section 3 of Rev. Proc. 2002-48, 2002-37 I.R.B. 531, if it is determined that the failure to file timely is not due to willful neglect. Type or print at the top of the form "Request for Relief under section 3 of Rev. Proc. 2002-48" and attach a letter explaining why Form 8038-G was not submitted to the IRS on time. Also indicate whether the bond issue in question is under examination by the IRS. Do not submit copies of the trust

indenture or other bond documents. See *Where To File* next.

#### Where To File

File Form 8038-G, and any attachments, with the Department of the Treasury, Internal Revenue Service Center, Ogden, UT 84201.

**Private delivery services.** You can use certain private delivery services designated by the IRS to meet the "timely mailing as timely filing/paying" rule for tax returns and payments. These private delivery services include only the following:

- DHL Express (DHL): DHL Same Day Service.
- Federal Express (FedEx): FedEx Priority Overnight, FedEx Standard Overnight, FedEx 2Day, FedEx International Priority, and FedEx International First.
- United Parcel Service (UPS): UPS Next Day Air, UPS Next Day Air Saver, UPS 2nd Day Air, UPS 2nd Day Air A.M., UPS Worldwide Express Plus, and UPS Worldwide Express.

The private delivery service can tell you how to get written proof of the mailing date.

#### Other Forms That May Be Required

For rebating arbitrage (or paying a penalty in lieu of arbitrage rebate) to the Federal government, use Form 8038-T, Arbitrage Rebate, Yield Reduction and Penalty in Lieu of Arbitrage Rebate.

For private activity bonds, use Form 8038, Information Return for Tax-Exempt Private Activity Bond Issues.

For build America bonds (Direct Pay), build America bonds (Tax Credit), and recovery zone economic development bonds, complete Form 8038-B, Information Return for Build America Bonds and Recovery Zone Economic Development Bonds.

For qualified forestry conservation bonds, new clean renewable energy bonds, qualified energy conservation bonds, qualified zone academy bonds, qualified school construction bonds, clean renewable energy bonds, Midwestern tax credit bonds, and all other qualified tax credit bonds (except build America bonds), file Form 8038-TC, Information Return for Tax Credit Bonds and Specified Tax Credit Bonds.

#### Rounding to Whole Dollars

You may show amounts on this return as whole dollars. To do so, drop amounts less than 50 cents and increase amounts from 50 cents through 99 cents to the next higher dollar.

#### Questions on Filing Form 8038-G

For specific questions on how to file Form 8038-G send an email to the IRS at [TaxExemptBondQuestions@irs.gov](mailto:TaxExemptBondQuestions@irs.gov) and put "Form 8038-G Question" in the subject line. In the email include a description of your question, a return email address, the name of a contact person, and a telephone number.

#### Definitions

**Tax-exempt obligation.** This is any obligation, including a bond, installment purchase agreement, or financial lease, on which the interest is excluded from income under section 103.

**Tax-exempt governmental obligation.** A tax-exempt obligation that is not a private activity bond (see below) is a tax-exempt governmental obligation. This includes a bond issued by a qualified volunteer fire department under section 150(e).

**Private activity bond.** This includes an obligation issued as part of an issue in which:

- More than 10% of the proceeds are to be used for any private activity business use, and
- More than 10% of the payment of principal or interest of the issue is **either (a)** secured by an interest in property to be used for a private business use (or payments for such property) or **(b)** to be derived from payments for property (or borrowed money) used for a private business use.

It also includes a bond, the proceeds of which **(a)** are to be used directly or indirectly to make or finance loans (other than loans described in section 141(c)(2)) to persons other than governmental units and **(b)** exceeds the lesser of 5% of the proceeds or \$5 million.

**Issue price.** The issue price of obligations is generally determined under Regulations section 1.148-1(b). Thus, when issued for cash, the issue price is the first price at which a substantial amount of the obligations are sold to the public. To determine the issue price of an obligation issued for property, see sections 1273 and 1274 and the related regulations.

**Issue.** Generally, obligations are treated as part of the same issue if they are issued by the same issuer, on the same date, and in a single transaction, or a series of related transactions. However, obligations issued during the same calendar year (a) under a loan agreement under which amounts are to be advanced periodically (a "draw-down loan") or (b) with a term not exceeding 270 days, may be treated as part of the same issue if the obligations are equally and ratably secured under a single indenture or loan agreement and are issued under a common financing arrangement (for example, under the same official statement periodically updated to reflect changing factual circumstances). Also, for obligations issued under a draw-down loan that meet the requirements of the preceding sentence, obligations issued during different calendar years may be treated as part of the same issue if all of the amounts to be advanced under the draw-down loan are reasonably expected to be advanced within 3 years of the date of issue of the first obligation. Likewise, obligations (other than private activity bonds) issued under a single agreement that is in the form of a lease or installment sale may be treated as part of the same issue if all of the property covered by that agreement is reasonably expected to be delivered within 3 years of the date of issue of the first obligation.

**Arbitrage rebate.** Generally, interest on a state or local bond is not tax-exempt unless the issuer of the bond rebates to the United States arbitrage profits earned from investing proceeds of the bond in higher yielding nonpurpose investments. See section 148(f).

**Construction issue.** This is an issue of tax-exempt bonds that meets both of the following conditions:

1. At least 75% of the available construction proceeds are to be used for construction expenditures with respect to property to be owned by a governmental unit or a section 501(c)(3) organization, and
2. All the bonds that are part of the issue are qualified 501(c)(3) bonds, bonds that are not private activity bonds, or private activity bonds issued to finance property to be owned by a governmental unit or a section 501(c)(3) organization.

In lieu of rebating any arbitrage that may be owed to the United States, the issuer of a construction issue may make an irrevocable election to pay a penalty. The penalty is equal to 1½% of the amount of construction proceeds that do not meet certain spending requirements. See section 148(f)(4)(C) and the Instructions for Form 8038-T.

## Specific Instructions

### Part I—Reporting Authority

**Amended return.** An issuer may file an amended return to change or add to the information reported on a previously filed

return for the same date of issue. If you are filing to correct errors or change a previously filed return, check the *Amended Return* box in the heading of the form.

The amended return must provide all the information reported on the original return, in addition to the new or corrected information. Attach an explanation of the reason for the amended return and write across the top, "Amended Return Explanation." Failure to attach an explanation may result in a delay in processing the form.

**Line 1.** The issuer's name is the name of the entity issuing the obligations, not the name of the entity receiving the benefit of the financing. For a lease or installment sale, the issuer is the lessee or the purchaser.

**Line 2.** An issuer that does not have an employer identification number (EIN) should apply for one on Form SS-4, Application for Employer Identification Number. You can get this form on the IRS website at IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676). You may receive an EIN by telephone by following the instructions for Form SS-4.

**Line 3a.** If the issuer wishes to authorize a person other than an officer or other employee of the issuer (including a legal representative or paid preparer) to communicate with the IRS and whom the IRS may contact about this return (including in writing or by telephone), enter the name of such person here. The person listed in line 3a must be an individual. Do not enter the name and title of an officer or other employee of the issuer here (use line 10a for that purpose).

**Note.** By authorizing a person other than an authorized officer or other employee of the issuer to communicate with the IRS and whom the IRS may contact about this return, the issuer authorizes the IRS to communicate directly with the individual entered on line 3a and consents to disclose the issuer's return information to that individual, as necessary, to process this return.

**Lines 4 and 6.** If you listed an individual on line 3a to communicate with the IRS and whom the IRS may contact about this return, enter the number and street (or P.O. box if mail is not delivered to street address), city, town, or post office, state, and ZIP code of that person. Otherwise, enter the issuer's number and street (or P.O. box if mail is not delivered to street address), city, town, or post office, state, and ZIP code.

**Note.** The address entered on lines 4 and 6 is the address the IRS will use for all written communications regarding the processing of this return, including any notices.

**Line 5.** This line is for IRS use only. Do not make any entries in this box.

**Line 7.** The date of issue is generally the date on which the issuer physically

exchanges the bonds that are part of the issue for the underwriter's (or other purchaser's) funds. For a lease or installment sale, enter the date interest starts to accrue in a MM/DD/YYYY format.

**Line 8.** If there is no name of the issue, please provide other identification of the issue.

**Line 9.** Enter the CUSIP (Committee on Uniform Securities Identification Procedures) number of the bond with the latest maturity. If the issue does not have a CUSIP number, write "None."

**Line 10a.** Enter the name and title of the officer or other employee of the issuer whom the IRS may call for more information. If the issuer wishes to designate a person other than an officer or other employee of the issuer (including a legal representative or paid preparer) whom the IRS may call for more information about the return, enter the name, title, and telephone number of such person on lines 3a and 3b.



Complete lines 10a and 10b even if you complete lines 3a and 3b.

## Part II—Type of Issue



Elections referred to in Part II are made on the original bond documents, not on this form.

Identify the type of obligations issued by entering the corresponding issue price (see *Issue price* under *Definitions* earlier). Attach a schedule listing names and EINs of organizations that are to use proceeds of these obligations, if different from those of the issuer, include a brief summary of the use and indicate whether or not such user is a governmental or nongovernmental entity.

**Line 18.** Enter a description of the issue in the space provided.

**Line 19.** If the obligations are short-term tax anticipation notes or warrants (TANs) or short-term revenue anticipation notes or warrants (RANs), check box 19a. If the obligations are short-term bond anticipation notes (BANs), issued with the expectation that they will be refunded with the proceeds of long-term bonds at some future date, check box 19b. Do not check both boxes.

**Line 20.** Check this box if property other than cash is exchanged for the obligation, for example, acquiring a police car, a fire truck, or telephone equipment through a series of monthly payments. (This type of obligation is sometimes referred to as a "municipal lease.") Also check this box if real property is directly acquired in exchange for an obligation to make periodic payments of interest and principal. Do not check this box if the proceeds of the obligation are received in the form of cash, even if the term "lease" is used in the title of the issue.

### Part III—Description of Obligations

**Line 21.** For column (a), the final maturity date is the last date the issuer must redeem the entire issue.

For column (b), see *Issue price* under *Definitions* earlier.

For column (c), the stated redemption price at maturity of the entire issue is the sum of the stated redemption prices at maturity of each bond issued as part of the issue. For a lease or installment sale, write "N/A" in column (c).

For column (d), the weighted average maturity is the sum of the products of the issue price of each maturity and the number of years to maturity (determined separately for each maturity and by taking into account mandatory redemptions), divided by the issue price of the entire issue (from line 21, column (b)). For a lease or installment sale, enter instead the total number of years the lease or installment sale will be outstanding.

For column (e), the yield, as defined in section 148(h), is the discount rate that, when used to compute the present value of all payments of principal and interest to be paid on the obligation, produces an amount equal to the purchase price, including accrued interest. See Regulations section 1.148-4 for specific rules to compute the yield on an issue. If the issue is a variable rate issue, write "VR" as the yield of the issue. For other than variable rate issues, carry the yield out to four decimal places (for example, 5.3125%). If the issue is a lease or installment sale, enter the effective rate of interest being paid.

### Part IV—Uses of Proceeds of Bond Issue

For a lease or installment sale, write "N/A" in the space to the right of the title for Part IV.

**Line 22.** Enter the amount of proceeds that will be used to pay interest from the date the bonds are dated to the date of issue.

**Line 24.** Enter the amount of the proceeds that will be used to pay bond issuance costs, including fees for trustees and bond counsel. If no bond proceeds will be used to pay bond issuance costs, enter zero. Do not leave this line blank.

**Line 25.** Enter the amount of the proceeds that will be used to pay fees for credit enhancement that are taken into account in determining the yield on the issue for purposes of section 148(h) (for example, bond insurance premiums and certain fees for letters of credit).

**Line 26.** Enter the amount of proceeds that will be allocated to such a fund.

**Line 27.** Enter the amount of the proceeds that will be used to pay principal, interest, or call premium on any other issue of bonds within 90 days of the date of issue.

**Line 28.** Enter the amount of the proceeds that will be used to pay

principal, interest, or call premium on any other issue of bonds after 90 days of the date of issue, including proceeds that will be used to fund an escrow account for this purpose.

### Part V—Description of Refunded Bonds

Complete this part only if the bonds are to be used to refund a prior issue of tax-exempt bonds. For a lease or installment sale, write "N/A" in the space to the right of the title for Part V.

**Lines 31 and 32.** The remaining weighted average maturity is determined without regard to the refunding. The weighted average maturity is determined in the same manner as on line 21, column (d).

**Line 34.** If more than a single issue of bonds will be refunded, enter the date of issue of each issue. Enter the date in an MM/DD/YYYY format.

### Part VI—Miscellaneous

**Line 35.** An allocation of volume cap is required if the nonqualified amount for the issue is more than \$15 million but is not more than the amount that would cause the issue to be private activity bonds.

**Line 36.** If any portion of the gross proceeds of the issue is or will be invested in a guaranteed investment contract (GIC), as defined in Regulations section 1.148-1(b), enter the amount of the gross proceeds so invested, as well as the final maturity date of the GIC and the name of the provider of such contract.

**Line 37.** Enter the amount of the proceeds of this issue used to make a loan to another governmental unit, the interest of which is tax-exempt.

**Line 38.** If the issue is a loan of proceeds from another tax-exempt issue, check the box and enter the date of issue, EIN, and name of issuer of the master pool obligation.

**Line 40.** Check this box if the issue is a construction issue and an irrevocable election to pay a penalty in lieu of arbitrage rebate has been made on or before the date the bonds were issued. The penalty is payable with a Form 8038-T for each 6-month period after the date the bonds are issued. Do not make any payment of penalty in lieu of arbitrage rebate with this form. See Rev. Proc. 92-22, 1992-1 C.B. 736 for rules regarding the "election document."

**Line 41a.** Check this box if the issuer has identified a hedge on its books and records according to Regulations sections 1.148-4(h)(2)(viii) and 1.148-4(h)(5) that permit an issuer of tax-exempt bonds to identify a hedge for it to be included in yield calculations for computing arbitrage.

**Line 42.** In determining if the issuer has super-integrated a hedge, apply the rules of Regulations section 1.148-4(h)(4). If the hedge is super-integrated, check the box.

**Line 43.** If the issuer takes a "deliberate action" after the issue date that causes

the conditions of the private business tests or the private loan financing test to be met, then such issue is also an issue of private activity bonds. Regulations section 1.141-2(d)(3) defines a deliberate action as any action taken by the issuer that is within its control regardless of whether there is intent to violate such tests. Regulations section 1.141-12 explains the conditions to taking remedial action that prevent an action that causes an issue to meet the private business tests or private loan financing test from being treated as a deliberate action. Check the box if the issuer has established written procedures to ensure timely remedial action for all nonqualified bonds according to Regulations section 1.141-12 or other remedial actions authorized by the Commissioner under Regulations section 1.141-12(h).

**Line 44.** Check the box if the issuer has established written procedures to monitor compliance with the arbitrage, yield restriction, and rebate requirements of section 148.

**Line 45a.** Check the box if some part of the proceeds was used to reimburse expenditures. Figure and then enter the amount of proceeds that are used to reimburse the issuer for amounts paid for a qualified purpose prior to the issuance of the bonds. See Regulations section 1.150-2.

**Line 45b.** An issuer must adopt an official intent to reimburse itself for preissuance expenditures within 60 days after payment of the original expenditure unless excepted by Regulations section 1.150-2(f). Enter the date the official intent was adopted. See Regulations section 1.150-2(e) for more information about official intent.

### Signature and Consent

An authorized representative of the issuer must sign Form 8038-G and any applicable certification. Also print the name and title of the person signing Form 8038-G. The authorized representative of the issuer signing this form must have the authority to consent to the disclosure of the issuer's return information, as necessary to process this return, to the person(s) that have been designated in Form 8038-G.

**Note.** If the issuer in Part 1, lines 3a and 3b authorizes the IRS to communicate (including in writing and by telephone) with a person other than an officer or other employee of the issuer, by signing this form, the issuer's authorized representative consents to the disclosure of the issuer's return information, as necessary to process this return, to such person.

### Paid Preparer

If an authorized officer of the issuer filled in this return, the paid preparer's space should remain blank. Anyone who prepares the return but does not charge the organization should not sign the return. Certain others who prepare the

return should not sign. For example, a regular, full-time employee of the issuer, such as a clerk, secretary, etc., should not sign.

Generally, anyone who is paid to prepare a return must sign it and fill in the other blanks in the *Paid Preparer Use Only* area of the return.

The paid preparer must:

- Sign the return in the space provided for the preparer's signature (a facsimile signature is acceptable),
- Enter the preparer information, and
- Give a copy of the return to the issuer.

**Paperwork Reduction Act Notice.** We ask for the information on this form to carry out the Internal Revenue laws of the United States. You are required to give us

the information. We need it to ensure that you are complying with these laws.

You are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. Generally, tax returns and return information are confidential, as required by section 6103.

The time needed to complete and file this form varies depending on individual circumstances. The estimated average time is:

<b>Learning about the law or the form</b> . . . . .	2 hr., 41 min.
<b>Preparing, copying, assembling, and sending the form to the IRS</b> . . . . .	3 hr., 3 min.

If you have comments concerning the accuracy of these time estimates or suggestions for making this form simpler, we would be happy to hear from you. You can write to the Internal Revenue Service, Tax Products Coordinating Committee, SE:W:CAR:MP:T:M:S, 1111 Constitution Ave. NW, IR-6526, Washington, DC 20224. **Do not** send the form to this office. Instead, see *Where To File*.

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**Note.** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payees* code on page 3 and the separate instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

## What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting* code on page 3 and the instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Line 1

You must enter one of the following on this line; do not leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note.** **ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(ii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

**Line 2**

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

**Line 3**

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

**Limited Liability Company (LLC).** If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

**Line 4, Exemptions**

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

**Exempt payee code.**

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 664(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

- A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
- B—The United States or any of its agencies or instrumentalities
- C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)
- F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state
- G—A real estate investment trust
- H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940
- I—A common trust fund as defined in section 584(a)
- J—A bank as defined in section 581
- K—A broker
- L—A trust exempt from tax under section 664 or described in section 4947(a)(1)
- M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Note.** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

**Line 5**

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

**Line 6**

Enter your city, state, and ZIP code.

**Part I, Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.ssa.gov](http://www.ssa.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting [irs.gov](http://irs.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

**Part II. Certification**

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

1. **Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.
2. **Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
3. **Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.
4. **Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).
5. **Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

**What Name and Number to Give the Requester**

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>2</sup>
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor <sup>1</sup>
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity <sup>1</sup>
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

\*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

**Secure Your Tax Records from Identity Theft**

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, *Identity Theft Prevention and Victim Assistance*.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.** Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-368-4484. You can forward suspicious emails to the Federal Trade Commission at: [spam@uce.gov](mailto:spam@uce.gov) or contact them at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 1-877-IDTHEFT (1-877-438-4338).

Visit [IRS.gov](http://IRS.gov) to learn more about identity theft and how to reduce your risk.

**Privacy Act Notice**

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

## VEHICLE TITLING ADDENDUM

Master Tax-Exempt Lease/Purchase Agreement dated <<MasterLeaseDate>> and related Property Schedule No. <<Schedule#>> dated <<StartDate>>, between <<Lessee>> as Lessee and U.S. Bancorp Government Leasing and Finance, Inc. as Lessor.

1. Lessor and Lessee hereby agree to amend the above referenced Agreement to add additional terms and conditions as set forth below:

Lessee agrees that it will provide to Lessor the original title documentation to the Equipment. Lessee shall provide such title documentation to Lessor within 15 days of Lessee's receipt of such title documentation from the appropriate titling authority. Lessee's failure to provide Lessor with title documentation to the Equipment in a timely fashion shall be deemed a condition of Default as defined in the default paragraph herein subject to remedies available to Lessor pursuant to the remedies paragraph.

2. Location: Lessor agrees that in regard to the location of the Equipment, Lessee must be responsible for maintaining records showing the location of each piece of Leased equipment. Lessee will report this location to Lessor upon written request by Lessor. Failure to do so shall constitute a breach of the Agreement, which default shall be governed by the terms and conditions specified in the default and/or remedies paragraph of the Agreement.

3. Lessee will complete the physical titling of the vehicle as required by the state of Lessee's residence and guarantee U.S. Bancorp Government Leasing and Finance, Inc. that U.S. Bancorp Government Leasing and Finance, Inc. will receive the original title of the leased vehicle in a timely manner. Lessee agrees to indemnify U.S. Bancorp Government Leasing and Finance, Inc. from any damage or loss it incurs, including legal fees, due to its failure to complete its agreement herein.

**THE APPLICATION FOR TITLE MUST INCLUDE THE FOLLOWING AS 1<sup>ST</sup> LIEN HOLDER:**

**U.S. BANCORP GOVERNMENT LEASING AND FINANCE, INC.  
1390 MADRID STREET  
MARSHALL, MN 56258**

By signing this Addendum, Lessee acknowledges the above changes to the Agreement and authorizes Lessor to make such changes. In all other respects the terms and conditions of the Agreement remain in full force and effect.

Lessor: U.S. Bancorp Government Leasing and Finance, Inc.	Lessee: <<Lessee>>
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

## ESCROW AGREEMENT

THIS ESCROW AGREEMENT ("*Escrow Agreement*") is made as of <<StartDate>> by and among U.S. Bancorp Government Leasing and Finance, Inc. ("*Lessor*"), <<Lessee>> ("*Lessee*") and U.S. BANK NATIONAL ASSOCIATION, as escrow agent ("*Escrow Agent*").

Lessor and Lessee have heretofore entered into that certain Master Tax-Exempt Lease/Purchase Agreement dated as of <<MasterLeaseDate>> (the "*Master Agreement*") and a Property Schedule No. <<Schedule#>> thereto dated <<StartDate>> (the "*Schedule*") and, together with the terms and conditions of the Master Agreement incorporated therein, the "*Agreement*"). The Schedule contemplates that certain personal property described therein (the "*Equipment*") is to be acquired from the vendor(s) or manufacturer(s) thereof (the "*Vendor*"). After acceptance of the Equipment by Lessee, the Equipment is to be financed by Lessor to Lessee pursuant to the terms of the Agreement.

The Master Agreement further contemplates that Lessor will deposit an amount equal to the anticipated aggregate acquisition cost of the Equipment (the "*Purchase Price*"), being \$<<Amount>> with Escrow Agent to be held in escrow and applied on the express terms set forth herein. Such deposit, together with all interest and other additions received with respect thereto (hereinafter the "*Escrow Fund*") is to be applied to pay the Vendor its invoice cost (a portion of which may, if required, be paid prior to final acceptance of the Equipment by Lessee); and, if applicable, to reimburse Lessee for progress payments already made by it to the Vendor of the Equipment.

The parties desire to set forth the terms by which the Escrow Fund is to be created and to establish the rights and responsibilities of the parties hereunder.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Escrow Agent hereby agrees to serve as escrow agent upon the terms and conditions set forth herein. The moneys and investments held in the Escrow Fund are for the benefit of Lessee and Lessor, and such moneys, together with any income or interest earned thereon, shall be expended only as provided in this Escrow Agreement, and shall not be subject to levy or attachment or lien by or for the benefit of any creditor of either Lessee or Lessor. Lessor, Lessee and Escrow Agent intend that the Escrow Fund constitute an escrow account in which Lessee has no legal or equitable right, title or interest until satisfaction in full of all conditions contained herein for the disbursement of funds by the Escrow Agent therefrom. However, the parties' intention that Lessee shall have no legal or equitable right, title or interest until all conditions for disbursement are satisfied in full is not respected in any legal proceeding, the parties hereby intend that Lessor have a security interest in the Escrow Fund, and such security interest is hereby granted by Lessee to secure payment of all sums due to Lessor under the Master Agreement. For such purpose, Escrow Agent hereby agrees to act as agent for Lessor in connection with the perfection of such security interest and agrees to note, or cause to be noted, on all books and records relating to the Escrow Fund, the Lessor's interest therein.

2. On such day as is determined to the mutual satisfaction of the parties (the "*Closing Date*"), Lessor shall deposit with Escrow Agent cash in the amount of the Purchase Price, to be held in escrow by Escrow Agent on the express terms and conditions set forth herein.

On the Closing Date, Escrow Agent agrees to accept the deposit of the Purchase Price by Lessor, and further agrees to hold the amount so deposited together with all interest and other additions received with respect thereto, as the Escrow Fund hereunder, in escrow on the express terms and conditions set forth herein.

3. Escrow Agent shall at all times segregate the Escrow Fund into an account maintained for that express purpose, which shall be clearly identified on the books and records of Escrow Agent as being held in its capacity as Escrow Agent. Securities and other negotiable instruments comprising the

Escrow Fund from time to time shall be held or registered in the name of Escrow Agent (or its nominee). The Escrow Fund shall not, to the extent permitted by applicable law, be subject to levy or attachment or lien by or for the benefit of any creditor of any of the parties hereto (except with respect to the security interest therein held by Lessor).

4. The cash comprising the Escrow Fund from time to time shall be invested and reinvested by Escrow Agent in one or more investments as directed by Lessee. Absent written direction from Lessee, the cash will be invested in the U.S. Bank National Association Money Market Deposit Fund. See Exhibit 1 Investment Direction Letter. Lessee represents and warrants to Escrow Agent and Lessor that the investments selected by Lessee for investment of the Escrow Fund are permitted investments for Lessee under all applicable laws. Escrow Agent will use due diligence to collect amounts payable under a check or other instrument for the payment of money comprising the Escrow Fund and shall promptly notify Lessee and Lessor in the event of dishonor of payment under any such check or other instruments. Interest or other amounts earned and received by Escrow Agent with respect to the Escrow Fund shall be deposited in and comprise a part of the Escrow Fund. Escrow Agent shall maintain accounting records sufficient to permit calculation of the income on investments and interest earned on deposit of amounts held in the Escrow Fund. The parties acknowledge that to the extent regulations of the Controller of Currency or other applicable regulatory entity grant a right to receive brokerage confirmations of security transactions of the escrow, the parties waive receipt of such confirmations, to the extent permitted by law. The Escrow Agent shall furnish a statement of security transactions on its regular monthly reports. Attached as Exhibit 6 is the Class Action Negative Consent Letter to be received by Lessee.

5. Upon request by Lessee and Lessor, Escrow Agent shall send monthly statements of account to Lessee and Lessor, which statements shall set forth all withdrawals from and interest earnings on the Escrow Fund as well as the investments in which the Escrow Fund is invested.

6. Escrow Agent shall take the following actions with respect to the Escrow Fund:

(a) Upon Escrow Agent's acceptance of the deposit of the Purchase Price, an amount equal to Escrow Agent's set-up fee, as set forth on Exhibit 2 hereto, shall be disbursed from the Escrow Fund to Escrow Agent in payment of such fee.

(b) Escrow Agent shall process payments of the Equipment upon receipt of a duly executed Requisition Request (substantially in the format of Exhibit 3) signed by Lessor and Lessee. Lessor's authorized signatures are provided in Exhibit 5. Lessee's authorized signatures will be provided in Exhibit 3 of Master Lease Purchase Agreement. Escrow Agent will use best efforts to process requests for payment within one (1) business day of receipt of requisitions received prior to 2:00 p.m. Central Time. The final Requisition shall be accompanied by a duly executed Final Acceptance Certificate form as set forth as Exhibit 4 hereto.

(c) Upon receipt by Escrow Agent of written notice from Lessor that an Event of Default or an Event of Nonappropriation (if provided for under the Master Agreement) has occurred under the Agreement, all funds then on deposit in the Escrow Fund shall be paid to Lessor upon application in accordance with the Master Agreement, and this Escrow Agreement shall terminate.

(d) Upon receipt by Escrow Agent of written notice from Lessor that the purchase price of the Equipment has been paid in full, Escrow Agent shall pay the funds then on deposit in the Escrow Fund to Lessor to be applied first to the next Lease Payment due under the Master Agreement, and second, to prepayment of the principal component of Lease Payments in inverse order of maturity without premium. To the extent the Agreement is not subject to prepayment, Lessor consents to such prepayment to the extent of such prepayment amount from the Escrow Fund. Upon disbursement of all amounts in the Escrow Fund, this Escrow Agreement shall terminate.

(e) This Escrow Agreement shall terminate eighteen (18) months from the date of this Escrow Agreement. It may, however, be extended by mutual consent of Lessee and Lessor in writing to Escrow Agent. All funds on deposit in the Escrow Fund at the time of termination under this paragraph, unless otherwise directed by Lessee in writing (electronic means acceptable), shall be transferred to Lessor.

7. The fees and expenses, including any legal fees, of Escrow Agent incurred in connection herewith shall be the responsibility of Lessee. The basic fees and expenses of Escrow Agent shall be as set forth on Exhibit 2 and Escrow Agent is hereby authorized to deduct such fees and expenses from the Escrow Fund as and when the same are incurred without any further authorization from Lessee or Lessor. Escrow Agent may employ legal counsel and other experts as it deems necessary for advice in connection with its obligations hereunder. Escrow Agent waives any claim against Lessor with respect to compensation hereunder.

8. Escrow Agent shall have no liability for acting upon any written instruction presented by Lessor in connection with this Escrow Agreement, which Escrow Agent in good faith believes to be genuine. Furthermore, Escrow Agent shall not be liable for any act or omission in connection with this Escrow Agreement except for its own negligence, willful misconduct or bad faith. Escrow Agent shall not be liable for any loss or diminution in value of the Escrow Fund as a result of the investments made by Escrow Agent.

9. Escrow Agent may resign at any time by giving thirty (30) days' prior written notice to Lessor and Lessee. Lessor may at any time remove Escrow Agent as Escrow Agent under this Escrow Agreement upon written notice. Such removal or resignation shall be effective on the date set forth in the applicable notice. Upon the effective date of resignation or removal, Escrow Agent will transfer the Escrow Fund to the successor Escrow Agent selected by Lessor.

10. Lessee hereby represents, covenants and warrants that pursuant to Treasury Regulations Section 1.148-7(d), the gross proceeds of the Agreement will be expended for the governmental purposes for which the Agreement was entered into, as follows: at least 15% within six months after the Commencement Date, such as the date of deposit of funds into the Escrow Fund, at least 60% within 12 months after the Commencement Date, and 100% within 18 months after the Commencement Date. If Lessee is unable to comply with Section 1.148-7(d) of the Treasury Regulations, Lessee shall, at its sole expense and cost, compute rebatable arbitrage on the Agreement and pay rebatable arbitrage to the United States at least once every five years, and within 60 days after payment of the final rental or Lease Payment due under the Agreement.

11. In the event of a disagreement between the undersigned or any of them, and/or any other person, resulting in adverse claims or demands being made in connection with or for any moneys involved herein or affected hereby, Escrow Agent shall be entitled at its option to refuse to comply with any such claim or demand, so long as such disagreement shall continue, and in so refusing Escrow Agent may refrain from making any delivery or other disposition of any moneys involved herein or affected hereby and in so doing Escrow Agent shall not be or become liable to the undersigned or any of them or any person or party for its failure or refusal to comply with such conflicting or adverse demands, and Escrow Agent shall be entitled to continue so to refrain and refuse so to act until:

(a) the rights of the adverse claimants have been finally adjudicated in a court assuming and having jurisdiction of the parties and the moneys involved herein or affected hereby; or

(b) all differences shall have been adjusted by Master Agreement and Escrow Agent shall have been notified thereof in writing signed by all of the persons interested.

12. All notices (excluding billings and communications in the ordinary course of business) hereunder shall be in writing, and shall be sufficiently given and served upon the other party if delivered (a) personally, (b) by United States registered or certified mail, return receipt requested, postage prepaid, (c) by an overnight delivery by a service such as Federal Express or Express Mail from which written

confirmation of overnight delivery is available, or (d) by facsimile with a confirmation copy by regular United States mail, postage prepaid, addressed to the other party at its respective address stated below the signature of such party or at such other address as such party shall from time to time designate in writing to the other party, and shall be effective from the date of mailing.

13. This Escrow Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns. No rights or obligations of Escrow Agent under this Escrow Agreement may be assigned without the prior written consent of Lessor.

14. This Escrow Agreement shall be governed by and construed in accordance with the laws in the state of the Escrow Agent's location. This Escrow Agreement constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof, and no waiver, consent, modification or change of terms hereof shall bind any party unless in writing signed by all parties.

15. This Escrow Agreement and any written direction may be executed by two or more counterparts, which when so executed shall constitute one and the same agreement or direction.

IN WITNESS WHEREOF, the parties hereto have caused this Escrow Agreement to be duly executed as of the day and year first above set forth.

U.S. Bank Corp Government Leasing and Finance, Inc., as Lessor
By:
Name:
Title:
Address: 13070 SW 68 <sup>th</sup> Parkway, Suite 100 Portland, OR 97223

<<Lessee>>, as Lessee
By:
Name:
Title:
Address: <<LesseeAddress1>> <<LesseeAddress2>> <<LesseeCity>>, <<LesseeState>> <<LesseeZip>>

U.S. BANK NATIONAL ASSOCIATION, as Escrow Agent
By:
Name:
Title:
Address: U.S. Bank National Association 950 17 <sup>th</sup> Street, 12 <sup>th</sup> Floor Denver, CO 80202

SAMPLE

EXHIBIT 1

U.S. BANK NATIONAL ASSOCIATION  
MONEY MARKET ACCOUNT AUTHORIZATION FORM  
DESCRIPTION AND TERMS

The U.S. Bank Money Market account is a U.S. Bank National Association ("U.S. Bank") interest-bearing money market deposit account designed to meet the needs of U.S. Bank's Corporate Trust Services Escrow Group and other Corporate Trust customers of U.S. Bank. Selection of this investment includes authorization to place funds on deposit and invest with U.S. Bank.

U.S. Bank uses the daily balance method to calculate interest on this account (actual/365 or 366). This method applies a daily periodic rate to the principal balance in the account each day. Interest is accrued daily and credited monthly to the account. Interest rates are determined at U.S. Bank's discretion, and may be tiered by customer deposit amount.

The owner of the account is U.S. Bank as Agent for its trust customers. U.S. Bank's trust department performs all account deposits and withdrawals. Deposit accounts are FDIC Insured per depositor, as determined under FDIC Regulations, up to applicable FDIC limits.

U.S. BANK, WHEN ACTING AS AN INDENTURE TRUSTEE OR IN A SIMILAR CAPACITY, IS NOT REQUIRED TO REGISTER AS A MUNICIPAL ADVISOR WITH THE SECURITIES AND EXCHANGE COMMISSION FOR PURPOSES OF COMPLYING WITH THE DODD-FRANK WALL STREET REFORM & CONSUMER PROTECTION ACT. INVESTMENT ADVICE, IF NEEDED, SHOULD BE OBTAINED FROM YOUR FINANCIAL ADVISOR.

**AUTOMATIC AUTHORIZATION**

In the absence of specific written direction to the contrary, U.S. Bank is hereby directed to invest and reinvest proceeds and other available moneys in the U.S. Bank Money Market Account. The U.S. Bank Money Market Account is a permitted investment under the operative documents and this authorization is the permanent direction for investment of the proceeds until notified in writing of alternate instructions.

<<Lessee>>

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature of Authorized Directing Party

\_\_\_\_\_  
Trust Administrator - includes existing and future sub-accounts unless otherwise directed

\_\_\_\_\_  
Title/Date

EXHIBIT 2

Schedule of Fees for Services as  
Escrow Agent  
For  
<<Lessee>>  
Equipment Lease Purchase Escrow

CTS01010A	<b>Acceptance Fee</b> The acceptance fee includes the administrative review of documents, initial set-up of the account, and other reasonably required services up to and including the closing. This is a one-time, non-refundable fee, payable at closing.	WAIVED
CTS04460	<b>Escrow Agent</b> Annual fee for the standard escrow agent services associated with the administration of the account. Administration fees are payable in advance.	WAIVED
	<b>Direct Out of Pocket Expenses</b> Reimbursement of expenses associated with the performance of our duties, including but not limited to publications, legal counsel after the initial closing, travel expenses and filing fees.	At Cost
	<b>Extraordinary Services</b> Extraordinary Services are duties and responsibilities of an unusual nature, including termination, but not provided for in the governing documents or otherwise set forth in this schedule. A reasonable charge will be assessed based on the nature of the services and the responsibility involved. At our option, these charges will be billed at a flat fee or at our hourly rate then in effect.	

Account approval is subject to review and qualification. Fees are subject to change at our discretion and upon written notice. Fees paid in advance will not be prorated. The fees set forth above and any subsequent negotiations thereof are part of your agreement. Finalization of the transaction constitutes agreement to the above fee schedule, including agreement to any subsequent changes upon proper written notice. In the event your transaction is not finalized, any related out-of-pocket expenses will be billed to you directly. Absent your written instructions to sweep or otherwise invest, all sums in your account will remain uninvested and any accrued interest or other compensation will be credited to the account. Payment of fees constitutes acceptance of the terms and conditions set forth.

**IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT:**

The U.S. government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account.

For a non-individual person such as a business entity, a charity, a Trust or other legal entity we will ask for documentation to verify its formation and existence as a legal entity. We may also ask to see financial statements, licenses, identification and authorization documents from individuals claiming authority to represent the entity or other relevant documentation.

**EXHIBIT 3**

**REQUISITION REQUEST**

The Escrow Agent is hereby requested to pay from the Escrow Fund established and maintained under that certain Escrow Agreement dated as of <<StartDate>> (the "Escrow Agreement") by and among U.S. Bancorp Government Leasing and Finance, Inc. (the "Lessor"), <<Lessee>> (the "Lessee"), and U.S. Bank National Association (the "Escrow Agent"), the amount set forth below to the named payee(s). The amount shown is due and payable under a purchase order or contract (or has been paid by and not previously reimbursed to Lessee) with respect to equipment being financed under that certain Master Tax-Exempt Lease Purchase Agreement dated as of <<MasterLeaseDate>> (the "Master Agreement") and Property Schedule No. <<Schedule#>> thereto dated <<StartDate>> (the "Schedule" and, together with the terms and conditions of the Master Agreement incorporated therein, the "Agreement"), by and between the Lessor and the Lessee, and has not formed the basis of any prior requisition request.

PAYEE	AMOUNT	INVOICE NO.	EQUIPMENT

Total requisition amount \$ \_\_\_\_\_

The undersigned, as Lessee under the Master Agreement, hereby certifies:

1. The items of the Equipment being acquired with the proceeds of this disbursement have been delivered and installed at the location(s) contemplated by the Master Agreement. The Lessee has conducted such inspection and/or testing of the Equipment being acquired with the proceeds of this disbursement as it deems necessary and appropriate, and such Equipment has been accepted by Lessee.
2. The costs of the Equipment to be paid from the proceeds of this disbursement have been properly incurred, are a proper charge against the Escrow Fund and have not been the basis of any previous disbursement.
3. No part of the disbursement requested hereby will be used to pay for materials not yet incorporated into the Equipment or for services not yet performed in connection therewith.
4. The Equipment is covered by insurance in the types and amounts required by the Agreement.
5. No Event of Default or Event of Nonappropriation (if applicable), as each such term is defined in the Master Agreement, and no event which with the giving of notice or lapse of time, or both, would become such an Event of Default or Event of Nonappropriation has occurred and is continuing on the date hereof.
6. Lessee paid an invoice prior to the commencement date of the Master Agreement, and is requesting reimbursement for such payment. Lessee has satisfied the requirements for reimbursement set forth in Treas. Reg. § 1.179-2(b)(3).

Request Date: \_\_\_\_\_

<b>Lessor: U.S. Bancorp Government Leasing and Finance, Inc.</b>
By:
Name:
Title:

<b>Lessee: &lt;&lt;Lessee&gt;&gt;</b>
By:
Name:
Title:

Exhibit 4

Final Acceptance Certificate

U.S. Bancorp Government Leasing and Finance, Inc.  
13010 SW 68th Parkway, Suite 100  
Portland, OR 97223

Re: **Property Schedule No. <<Schedule#>>** to Master Tax-Exempt Lease/Purchase Agreement between U.S. Bancorp Government Leasing and Finance, Inc. and <<Lessee>>

Ladies and Gentlemen:

In accordance with the above-referenced Master Tax-Exempt Lease/Purchase Agreement (the "Master Agreement"), the undersigned ("Lessee") hereby certifies and represents to, and agrees with U.S. Bancorp Government Leasing and Finance, Inc. ("Lessor"), as follows:

- (1) The Property, as such terms are defined in the above-referenced Property Schedule, has been acquired, made, delivered, installed and accepted on the date indicated below.
- (2) Lessee has conducted such inspection and testing of the Property as it deems necessary and appropriate and hereby acknowledges that it accepts the Property for all purposes.
- (3) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default or a Nonappropriation Event (as such terms are defined in the Master Agreement) exists at the date hereof.

Acceptance Date: \_\_\_\_\_

Lessee: <<Lessee>>
By:
Name:
Title:

Exhibit 6

Class Action Negative Consent Letter

<<StartDate>>

<<Lessee>>  
<<LesseeAddress1>>  
<<LesseeAddress2>>  
<<LesseeCity>>, <<LesseeState>> <<LesseeZip>>

RE: USBGLF/<<Lessee>> - - Class Action Litigation Claims

Dear <<LesseeContact>>:

U.S. Bank National Association ("U.S. Bank") has established its policies and procedures relative to class action litigation claims filed on behalf of its clients' accounts. This policy may impact future claims filed by U.S. Bank on behalf of the above-referenced account. Listed below are the policies regarding class action litigation claims.

1. U.S. Bank will file class action litigation claims, at no charge on behalf of open, eligible agency or custody accounts upon receipt of proper documented authorization. This notice, with your ability to opt out as further described below, constitutes such documented authorization.
2. U.S. Bank will not file claims for agency or custody accounts that were open during the class action period but were closed prior to receipt of any notice of the class action litigation.
3. Assuming requisite information is provided by the payee to identify the applicable account, settlement proceeds of the class action litigation will be distributed within a reasonable time following receipt of such proceeds to the entitled accounts that are open at such time. If entitled accounts are closed prior to distribution and receipt of settlement proceeds, they will be remitted to entitled beneficiaries or successors of the account net of any research and filing fees. Proceeds less any research and filing fees, will be escheated if the entitled beneficiaries or successors of an account cannot be identified /located.

If you wish U.S. Bank to continue to file class action litigation proofs of claim on behalf of your account, you do not need to take any further action. However, if you do not wish U.S. Bank to file class action proofs of claim on behalf of your account, you may notify us of this election by returning this letter with your signature and date provided below within 30 days or by filing a separate authorization letter with your Account Manager by the same date.

The authorization and understanding contained in this communication constitutes an amendment of any applicable provisions of the account document for the above referenced account.

If you have any questions, please contact me at the below number.

Sincerely,

<<EscrowAgentRepresentative>>  
Vice President  
<<EscrowAgentRepresentativePhone>>

No, U.S. Bank is not authorized to file class action litigation proofs of claim on behalf of the above-referenced account(s). By making this selection, I acknowledge that U.S. Bank is not responsible for forwarding notices received on class action or litigation claims.

\_\_\_\_\_  
Authorized Signer

\_\_\_\_\_  
Date

**Backup material for agenda item:**

- e. Consideration of Resolution No. R-2811 the Refinancing of General Obligation Bonds, Series 2016A & 2016B.

# City of Junction City

## City Commission - Agenda Memo

Meeting Date: July 19, 2016

From: Cheryl Beatty, Finance Director

To: City Commissioners and Allen Dinkel, City Manager

Subject: Approval of Resolution No. 2811 Related to Refinancing of General Obligation Bonds

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**Objective:** To approve a resolution authorizing staff to take actions necessary to execute refinancing of the City's callable portions of general obligation debt from bonds Series DP, DQ, DU and DR.

**Explanation of Issue:** In most cases, the City issues its long-term debt subject to the City's right to refinance the bonds after a certain term. The "optional redemption" right permits the City to call higher cost bonds out of the market, replacing them with lower cost bonds. At the beginning of the year, the City's financial advisor, Columbia Capital Management, LLC, identified the City's callable portions of general obligation bonds within Series DP, Series DQ, Series DU and Series DR. Therefore, we are requesting authorization with Resolution No. 2811 the right to go out to bid to refinance \$47,375,000 in debt service to reduce our debt service costs.

You will notice there will be two new bonds created, Series 2016A and Series 2016B. This is because Series 2016A is tax exempt bonds and Series 2016B is taxable bonds. Unlike last year's bond refinance, we will have balances left in each existing bond so we are not reducing the number of bonds, just the amounts in each existing bond as listed:

<u>Bond</u>	<u>Current Balance</u>	<u>Refinance Amount</u>	<u>Remaining Balance</u>
DP	\$20,025,000	\$17,836,000	\$2,189,000
DQ	\$ 2,355,000	\$ 1,990,000	\$ 166,000
DU	\$25,945,000	\$20,800,000	\$4,695,000
DR	\$ 7,665,000	\$ 6,750,000	\$ 915,000

**Budget Impact:** The purpose of the refinancing is to reduce the City's debt service costs by refinancing at lower interest rates. There will be no impact to the 2017 budget. Any savings will be used to build cash carry.

**Alternatives:** The City Commission may approve, modify, or disapprove the sale resolution as presented.

**Recommendation:** Staff recommends approval of the sale resolution.

**Motion:** I, \_\_\_\_\_, move to adopt Resolution No. 2811 authorizing the offering the sale of general obligation bonds, Series 2016A and 2016B as presented.

Seconded by \_\_\_\_\_.

**Enclosures:**

- Resolution No. 2811

**EXCERPT OF MINUTES OF A MEETING  
OF THE CITY COMMISSION OF  
THE CITY OF JUNCTION CITY, KANSAS  
HELD ON JULY 19, 2016**

The City Commission (the "Governing Body") met in regular session at the usual meeting place in the City, at 7:00 p.m., the following members being present and participating, to-wit:

Absent:

The Mayor declared that a quorum was present and called the meeting to order.

\* \* \* \* \*

(Other Proceedings)

The matter of providing for the offering for sale of General Obligation Refunding Bonds, Series 2016A and Taxable General Obligation Refunding Bonds, Series 2016B, came on for consideration and was discussed.

Commissioner \_\_\_\_\_ presented and moved the adoption of a Resolution entitled:

**A RESOLUTION AUTHORIZING THE OFFERING FOR SALE OF GENERAL  
OBLIGATION REFUNDING BONDS, SERIES 2016A AND TAXABLE GENERAL  
OBLIGATION REFUNDING BONDS, SERIES 2016B, OF THE CITY OF  
JUNCTION CITY, KANSAS.**

Commissioner \_\_\_\_\_ seconded the motion to adopt the Resolution. Thereupon, the Resolution was read and considered, and, the question being put to a roll call vote, the vote thereon was as follows:

Aye: \_\_\_\_\_.

Nay: \_\_\_\_\_.

The Mayor declared the Resolution duly adopted by the Governing Body and the Clerk designated the same Resolution No. R-[\_\_\_\_\_].

\* \* \* \* \*

(Other Proceedings)

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**CERTIFICATE**

I hereby certify that the foregoing Excerpt of Minutes is a true and correct excerpt of the proceedings of the Governing Body of the City of Junction City, Kansas, held on the date stated therein, and that the official minutes of such proceedings are on file in my office.

(SEAL)

\_\_\_\_\_  
Clerk

**RESOLUTION NO. R-[\_\_\_\_]**

**A RESOLUTION AUTHORIZING THE OFFERING FOR SALE OF GENERAL OBLIGATION REFUNDING BONDS, SERIES 2016A AND TAXABLE GENERAL OBLIGATION REFUNDING BONDS, SERIES 2016B, OF THE CITY OF JUNCTION CITY, KANSAS.**

**WHEREAS**, the City of Junction City, Kansas (the “Issuer”) has previously issued and has outstanding general obligation bonds; and

**WHEREAS**, due to the current interest rate environment, the Issuer has the opportunity to issue its general obligation refunding bonds in order to achieve an interest cost savings on all or a portion of the debt represented by such general obligation bonds described as follows (collectively the “Refunded Bonds”):

<u>Description</u>	<u>Series</u>	<u>Dated Date</u>	<u>Years</u>	<u>Amount</u>
General Obligation Refunding and Improvement Bonds	DP	May 15, 2007	2018 to 2027*	\$17,835,000
General Obligation Bonds	DQ	May 15, 2008	2019 to 2028	1,990,000
General Obligation Bonds	DU	May 15, 2009	2020 to 2029	20,800,000
Taxable General Obligation Bonds	DR	May 15, 2008	2019 to 2028	6,750,000

\*Partial Maturities

; and

**WHEREAS**, the City Commission of the Issuer (the “Governing Body”) has selected the firm of Columbia Capital Management, LLC, Overland Park, Kansas (the “Financial Advisor”), as financial advisor for one or more series of general obligation bonds of the Issuer to be issued in order to provide funds to refund the Refunded Bonds; and

**WHEREAS**, the Issuer desires to authorize the Financial Advisor to proceed with the offering for sale of said general obligation bonds and related activities; and

**WHEREAS**, one of the duties and responsibilities of the Issuer is to prepare and distribute a preliminary official statement relating to said general obligation bonds; and

**WHEREAS**, the Issuer desires to authorize the Financial Advisor and Gilmore & Bell, P.C., Wichita, Kansas, the Issuer’s bond counsel (“Bond Counsel”), in conjunction with the Finance Director, Clerk and City Attorney to proceed with the preparation and distribution of a preliminary official statement and notice of bond sale and to authorize the distribution thereof and all other preliminary action necessary to sell said general obligation bonds.

**BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF JUNCTION CITY, KANSAS, AS FOLLOWS:**

**Section 1.** There is hereby authorized to be offered for sale the Issuer’s General Obligation Refunding Bonds, Series 2016A (the “2016A Bonds”) and Taxable General Obligation Refunding Bonds,

Series 2016B (the “2016B Bonds,” and collectively with the 2016A Bonds, the “Bonds”) described in the Notice of Bond Sale, which is hereby approved in substantially the form presented to the Governing Body this date (the “Notice of Bond Sale”). All proposals for the purchase of the Bonds shall be submitted upon the terms and conditions set forth in the Notice of Bond Sale, and shall be reviewed by the City Manager, Finance Director, Financial Advisor and Bond Counsel as soon after the submittal hour as possible. The City Manager is hereby authorized to award the sale of the Bonds to the submitter of the best proposal for each series of Bonds as determined pursuant to the provisions of the Notice of Bond Sale or to reject all proposals; provided, however, that: (a) the principal amount of the 2016A Bonds shall not exceed \$45,500,000; (b) the present value savings associated with refunding that portion of the Refunded Bonds allocated to the 2016A Bonds shall not be less than 3.00% of the outstanding principal of such Refunded Bonds; (c) the principal amount of the 2016B Bonds shall not exceed \$8,500,000; and (d) the present value savings associated with refunding that portion of the Refunded Bonds allocated to the 2016B Bonds shall not be less than 3.00% of the outstanding principal of such Refunded Bonds. All proposals for the purchase of the Bonds shall be delivered to the Governing Body at its meeting to be held on the date referenced in the Notice of Bond Sale, at which meeting the Governing Body shall review such proposals and ratify the award of the sale of the Bonds or the rejection of all proposals.

**Section 2.** The Preliminary Official Statement, dated July 26, 2016 (the “Preliminary Official Statement”) is hereby approved in substantially the form presented to the Governing Body this date, with such changes or additions as the Mayor and Finance Director shall deem necessary and appropriate, and such officials and other representatives of the Issuer are hereby authorized to use such document in connection with the sale of the Bonds.

**Section 3.** The Financial Advisor is hereby authorized and directed to give notice of said bond sale by distributing copies of the Notice of Bond Sale and Preliminary Official Statement to prospective purchasers of the Bonds. Proposals for the purchase of the Bonds shall be submitted upon the terms and conditions set forth in the Notice of Bond Sale, and awarded or rejected in the manner set forth in the Notice of Bond Sale and herein.

**Section 4.** For the purpose of enabling the purchaser of the Bonds (collectively, the “Purchaser”) to comply with the requirements of Rule 15c2-12 of the Securities and Exchange Commission (the “Rule”), the Mayor and Finance Director are hereby authorized: (a) to approve the form of the Preliminary Official Statement and to execute the “Certificate Deeming Preliminary Official Statement Final” in substantially the form attached hereto as *Exhibit A* as approval of the Preliminary Official Statement, such official’s signature thereon being conclusive evidence of such official’s and the Issuer’s approval thereof; (b) covenant to provide continuous secondary market disclosure by annually transmitting certain financial information and operating data and other information necessary to comply with the Rule to the Municipal Securities Rulemaking Board; and (c) take such other actions or execute such other documents as such officers in their reasonable judgment deem necessary to enable the Purchaser to comply with the requirement of the Rule.

**Section 5.** The Issuer agrees to provide to the Purchaser within seven business days of the date of the sale of Bonds or within sufficient time to accompany any confirmation that requests payment from any customer of the Purchaser, whichever is earlier, sufficient copies of the final Official Statement to enable the Purchaser to comply with the requirements of the Rule and with the requirements of Rule G-32 of the Municipal Securities Rulemaking Board.

**Section 6.** The Mayor, Finance Director, Clerk, City Attorney and the other officers and representatives of the Issuer, the Financial Advisor and Bond Counsel are hereby authorized and directed to take such other action as may be necessary to: (a) carry out the sale of the Bonds; (b) provide for

notice of redemption of the Refunded Bonds; and (c) purchase or subscribe for the securities to be deposited in the escrows for the Refunded Bonds.

**Section 7.** This Resolution shall be in full force and effect from and after its adoption by the Governing Body.

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**ADOPTED** by the City Commission on July 19, 2016.

(SEAL)

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Mayor

ATTEST:

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Clerk

**EXHIBIT A**

**CERTIFICATE DEEMING  
PRELIMINARY OFFICIAL STATEMENT FINAL**

July 26, 2016

To:

Re: City of Junction City, Kansas, General Obligation Refunding Bonds, Series 2016A and  
City of Junction City, Kansas, Taxable General Obligation Refunding Bonds, Series  
2016B

The undersigned are the duly acting Mayor and Finance Director of the City of Junction City, Kansas (the "Issuer"), and are authorized to deliver this Certificate to the addressees (collectively, the "Purchaser") on behalf of the Issuer. The Issuer has previously caused to be delivered to the Purchaser copies of the Preliminary Official Statement (the "Preliminary Official Statement") relating to the above-referenced bonds (collectively, the "Bonds").

For the purpose of enabling the Purchaser to comply with the requirements of Rule 15c2-12(b)(1) of the Securities and Exchange Commission (the "Rule"), the Issuer hereby deems the information regarding the Issuer contained in the Preliminary Official Statement to be final as of its date, except for the omission of such information as is permitted by the Rule, such as offering prices, interest rates, selling compensation, aggregate principal amount, principal per maturity, delivery dates, ratings, identity of the underwriters and other terms of the Bonds depending on such matters.

**CITY OF JUNCTION CITY, KANSAS**

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

By: \_\_\_\_\_  
Title: Finance Director

**CITY OF JUNCTION CITY, KANSAS**

City Hall  
700 Jefferson  
Junction City, Kansas 66441

July 19, 2016

Gilmore & Bell, P.C.  
100 N. Main, Suite 800  
Wichita, Kansas 67202

Re: Subscription for Purchase of United States Treasury Time Deposit Securities – State and Local Government Series

Issuer: City of Junction City, Kansas

Tax I.D. No: 48-6019171

Bonds: General Obligation Refunding Bonds, Series 2016A and Taxable General Obligation Refunding Bonds, Series 2016B (collectively, the “Bonds”)

Financial Advisor: Columbia Capital Management, LLC, Overland Park, Kansas

Escrow Agent: Security Bank of Kansas City, Kansas City, Kansas – ABA No. 1010-0092-5

Bond Counsel: Gilmore & Bell, P.C., Wichita, Kansas

In connection with the issuance of the Bonds, the Issuer authorizes Bond Counsel to submit an initial subscription on its behalf for the purchase of United States Treasury Time Deposit Securities - State and Local Government Series (the “SLGS”), to be issued as entries on the books of the Bureau of the Public Debt, Department of the Treasury. The total amount of the subscription and the issue date will be determined at a later date.

The Issuer certifies that the SLGS will be purchased solely from proceeds of the Bonds, and not from any amounts received from either: (a) the sale or redemption before maturity of any marketable security, or (b) the redemption before maturity of a time deposit SLGS (other than a zero-interest SLG). The Issuer agrees that the final subscription and payment for the SLGS will be submitted to the U.S. Treasury on or before the issue date. The Issuer further authorizes Bond Counsel, Escrow Agent and Financial Advisor to file the final subscription for SLGS, to amend or cancel such subscription, and to re-subscribe for SLGS, all on behalf of the Issuer. The Issuer understands that, if it fails to settle on the subscription for the SLGS or makes an untimely or unauthorized change to the subscription, the Bureau of Public Debt may bar the Issuer from subscribing for SLGS for six months beginning on the earlier of (a) the date the subscription is withdrawn, or (b) the proposed issue date of the SLGS.

**CITY OF JUNCTION CITY, KANSAS**

By: \_\_\_\_\_  
Name: Cheryl Beatty  
Title: Finance Director

**Backup material for agenda item:**

- f. Consider the Agreement with KDOT for the 2017 KLINK Project.

# City of Junction City

## City Commission

### Agenda Memo

07-13-2016

**From:** Allen J. Dinkel, City Manager  
**To:** Governing Body  
**Subject:** **2017 KLINK Resurfacing Agreement**

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**Objective:** Consider entering into an agreement with the Kansas Department of Transportation (KDOT) for mill and overlay, reconstruction, minor patching, joint repair, slurry seal, micro surfacing, and any other pre-approved resurfacing methods for the KLINK Resurfacing Program for K-57 (Washington Street) from 6th Street North to 14th Street.

**Explanation of Issue:** The City has utilized the KLINK Resurfacing Program during the past two years to resurface Sixth Street from Franklin to Washington and then Washington from 6<sup>th</sup> Street to Chestnut Street earlier this year. Later this summer Washington Street from Chestnut Street south to the round-a-bout will be resurfaced. This proposed project would be complete in 2017. This portion of Washington Street also serves as Highway K-57.

**Budget Impact:** The City will be responsible for 100% of the design engineering fees. KDOT will participate on the construction and construction engineering costs on a 50/50 basis up to a State cost of \$300,000. This is \$100,000 more than the 2015 and 2016 programs which had a KDOT maximum of \$200,000. The City's share will be paid from Special Highway Funds.

**Staff Recommendation:** With the KDOT financial contribution I highly recommend acceptance of the agreement.

**Attachments:** KDOT Agreement

PROJECT NO. 57-31 U-0750-01  
KLINK RESURFACING PROJECT  
CMS CONTRACT NO. \_\_\_\_\_  
CITY OF JUNCTION CITY, KANSAS

**A G R E E M E N T**

This Agreement is between the **Secretary of Transportation**, Kansas Department of Transportation (KDOT) (the “Secretary”) and 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 K-57, 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 \$300,000.00 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 K-57 from 6<sup>th</sup> Street North to 14<sup>th</sup> Street.

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 \$300,000.00, 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 \$600,000.00. 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. 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.

**18. 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.

**19. 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.

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

**21. 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.

**22. 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.

**23. 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.

**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  
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 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.

**Backup material for agenda item:**

- g. Discuss additional options regarding the Spring Valley Road Sewer Extension.

# City of Junction City

## City Commission

### Agenda Memo

07/15/2016

**From:** Allen J. Dinkel, City Manager

**To:** Governing Body

**Subject:** Spring Valley Road Area Sanitary Sewer Extension

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**Objective:** Continue to discuss options regarding a public sanitary sewer system on South Spring Valley Road.

**Explanation of Issue:** Recently there was a concern from a property owner at 1317 S. Spring Valley Road concerning the failure of their privately owned septic system. Recently it was discovered that the land was annexed on December 5, 2006. An extension of services plan was discovered. At the September 19, 2006 meeting of the City Commission took the following action in regards to Resolution R-2276-Annexation of Land: City Attorney Zimmerman briefed the City Commission on the areas of land that will be annexed. He stated that all property owners will be notified by certified mail as to the date of the public hearing, November 21, 2006. He further stated that an extension of city services plan needed to be approved. A motion was made and approved by the Commission to approve Resolution R-2267 and the extension of services plan as presented.

It has been argued that the plan did not meet the necessary requirements, but I would argue that it was written by the City Attorney and approved by the City Commissioner. In my opinion the property owners considered the plan to be sufficient as it was approved by the Commission.

The property owner of 13117 S. Spring Valley has indicated he will want to speak to the Commission.

Also Kaw Valley Engineering has given another estimate for an option to serve 7 properties in this area.

**Budget Impact:** All of the solutions appear to be a cost to the City. The City will need to consider financing options and also decide on design and construction options. Timing is of the essence as there is one resident with a failing sewer system at this time.

**Staff Recommendation:** This is an interesting situation as it does appear that the City Commission in 2006 made an agreement and in essence obligated a future governing body to complete and pay for the improvements. I believe it was indicated that these improvements were

being made. Unfortunately it appears that did not occur, however one could argue that the City did not perform as promised. . Ultimately it is my belief that the City should act in a proper manner and be true to their intentions. Like many others, I have no idea why the improvements were not made. If the City wishes to annex more property in the future I feel it is very important to “do as was apparently promised.”

**Recommended Motion:** I am not listing any recommend motions as much will depend on what is discussed and more research may be needed before action is taken.

**Attachments:** Letter from City Attorney Katie Logan; Engineers Estimate of Probable Cost for Option E

MEMO

To: Allen Dinkel

From: Katie Logan

July 7, 2016

Re: Spring Valley Road Annexation - Sewers –

Allen, I have looked at Kansas statutes and cases involving annexations and I have confirmed my opinion that the property owners along Spring Valley Road may not require the City to extend sewers to the annexed area. I believe their sole remedy for the City's failure to extend sewers would be to seek deannexation.

As to the issue of whether the City may require the property owners in the annexed areas to connect if sewers are extended, the following statutes and provisions of the JC Code are applicable and discussed below:

K.S.A. 12-631. Ordinance requiring certain property owners to make sewer connections; costs; no-fund warrants, when; tax levies

Any city may in the manner hereinafter provided by ordinance require persons and property owners owning buildings within such city, which buildings are, or shall be located near a sewer, or in a block within any sewer district in said city through which a sewer extends, to make such connections with the sewer system, as may be necessary in the judgment of the board of health or in the event such city does not have a board of health, in the judgment of the governing body for the protection of the health of the public, for the purpose of disposing of all substances from any such building affecting the public health which may be lawfully and properly disposed of by means of such sewer, and if any person or persons, shall fail, neglect or refuse to so connect any building or buildings with the sewer system as herein provided for, for more than 10 days after being notified in writing by the board of health or governing body of such city to do so, such city may cause such buildings to be connected with said sewer system, or may advertise for bids for the construction and making of such sewer connections, and contract therefor with the lowest responsible bidder or bidders, and may assess the costs and expense thereof against the property and premises so connected in the manner provided by law. All costs incurred by the city under the provisions of this section may be financed, until the assessment is paid, out of the general fund or by the issuance of no-fund warrants. Whenever no-fund warrants are issued under the authority of this act the governing body of such city shall make a tax levy at the first tax levying period for the purpose of paying such warrants and the interest thereon. All such tax levies shall be in addition to all other levies authorized or limited by law and shall not be subject to the aggregate tax levy prescribed in article 19 of chapter 79 of the Kansas Statutes Annotated, and amendments thereto. Such warrants shall be issued, registered, redeemed and

bear interest in the manner and in the form prescribed by K.S.A. 79-2940, and amendments thereto, except they shall not bear the notation required by said section and may be issued without the approval of the state board of tax appeals. All moneys received from special assessments levied under the provisions of this section shall, when paid, be placed in the general fund of the city.

#### CITY CODE SECTION 705.050: - BUILDINGS MUST HAVE TOILET FACILITIES

The owner of all houses, buildings, or properties used for human employment, recreation, or other purposes, situated within the City and abutting on any street, alley, or right-of-way in which there is now located or may in the future be located a public sanitary or combined sewer of the City, is hereby required at his/her expense to install suitable toilet facilities therein, and to connect such facilities directly with the proper public sewer in accordance with the provisions of this Article, within ninety (90) days after date of official notice to do so, provided that said public sewer is within either two hundred fifty (250) feet of the property line or four hundred (400) of the dwelling or building.

(Ord. No. G-1090, §1, 12-21-10; Ord. No. G-1133, §2, 8-20-13)

#### CITY CODE SECTION 705.060(G): - PRIVATE SEWAGE DISPOSAL

G. All existing onsite systems, whether septic/lateral disposal systems or any other onsite system, in existence as of the September 1, 2013, may remain in place; provided, all systems shall be inspected by the Administrative Agency<sup>1</sup> by December 31, 2018, to determine said system is properly working and in compliance with all applicable rules, regulations, codes, laws and requirements of the City, Administrative Agency, State of Kansas or any other applicable governmental entity having jurisdiction. Said inspection shall henceforth be required by December 31 of each succeeding fifth year for all said onsite systems. The Administrative Agency shall provide a copy of the inspection report to the City Manager of the City of Junction City, Kansas, or his/her representative. If the report indicates an existing onsite system has failed, the property owner of said system shall be notified of such failure in writing by the City and, within ninety (90) days of said written notice, shall either connect to the public sanitary sewer system if the property conforms to the provisions of Section 705.050 herein; or shall install a private onsite wastewater treatment system conforming to the standards established herein. All homes with existing onsite systems shall also be subject to the mandatory Real Estate Inspection requirements of the Administrative Agency as applicable in Geary County, Kansas.

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<sup>1</sup> ADMINISTRATIVE AGENCY: For all private onsite wastewater treatment systems permitted herein, the Geary County Health Department shall be the Administrative Agency responsible for the design, permitting and enforcement of said systems within the corporate limits of Junction City, Kansas.

**Katie Logan Notes:**

**History of Section 705.060(G).**

This section was included in Ordinance No. G-1133 adopted August 20, 2013. The Ordinance was enacted in reaction to the proposal by David Alexander to subdivide property along McFarland Road and serve the subdivided property with onsite sewage systems. The alternative would have been to require Mr. Alexander, as the developer, to bring city sewers to his development – by payment up front or by special assessments against the properties being subdivided. David Yearout will recall this as well as he was the primary author of Ordinance No. G-1133. I am attaching copies of minutes and agenda items from that meeting.

**Effect of 705.060(G) on extension of sewers to Spring Valley Road annexation area.**

Section 705.060(G) “trumps” the requirements of 705.050. 705.060(G) would **not** require the property owners along Spring Valley Road **who had existing onsite systems as of September 1, 2013** to connect to a newly installed City Sewer along Spring Valley Road, unless and until their existing systems fail. If the GB wanted to require property owners along SVR to connect in accordance with 705.050 upon the extension of a sewer line to that area, regardless of the status of their current onsite system, then 705.060(G) would have to be amended.

**Recommendation.**

I have compared the provisions of 705.050 against ordinances in other cities and the applicable state statute which is 12-631. The City’s code under Chapter 705 Sewers, does not include the provision in 12-631 which authorizes a City to cause the connection to be made and assess the cost against the property if a property owner fails to do so. I suggest that in any case Section 705.050 be amended as follows [amended indicated in bold underscore]:

**SECTION 705.050: - BUILDINGS MUST HAVE TOILET FACILITIES**

**A.** The owner of all houses, buildings, or properties used for human employment, recreation, or other purposes, situated within the City and abutting on any street, alley, or right-of-way in which there is now located or may in the future be located a public sanitary or combined sewer of the City, is hereby required at his/her expense to install suitable toilet facilities therein, and to connect such facilities directly with the proper public sewer in accordance with the provisions of this Article, within ninety (90) days after date of official notice to do so, provided that said public sewer is within either two hundred fifty (250) feet of the property line or four hundred (400) of the dwelling or building.

**B.** **If any person shall fail to connect any dwelling or buiding with the swer system after being notified to do so, the City may cause such buildings to be connected with the sewer system and the costs and expense of such connection, including inspection fees, shall be paid by the City and assessed against the property as authorized by K.S.A. 12-631.**

**CITY COMMISSION MINUTES**

August 20, 2013

7:00p.m.

**CALL TO ORDER**

The regular meeting of the Junction City Commission was held on Tuesday, August 20, 2013 with Mayor Cecil Aska presiding.

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

**PUBLIC COMMENT**

Scott Johnson 702 Stoneridge Dr. stated that the dark tank water presented at a prior meeting was from a single tank system. He stated that aeration or advanced systems would cost \$5,000 to \$6,000 more to install. The tanks should be required to meet state and federal requirements.

John Stewart stated that the Commission should review the audit. For example, the population has decreased, and the City is spending less now than in 2003. Mr. Stewart stated that the golf course has lost money, special events are down, and rounds are decreasing.

Tracey Scott stated that her basement has flooded. She has discussed this problem with others and has found that others have also had sewer problems. She stated that something is going on.

Gerald Gerloff stated that the City plans to purchase golf carts, and that will cost taxpayers. There is no free lunch.

**CONSENT AGENDA**

Interim City Manager Beatty requested that the Commission add consideration of street closure for the American Fallen Warrior Foundation as requested to the consent agenda. Commissioner Landes moved, seconded by Commissioner Ryan to add the item as requested. Ayes: Aska, Landes, McCallister, Ryan Sands. Nays: none. Motion Carried.

Consideration of street closure for the American Fallen Warrior Foundation. Commissioner Landes moved, seconded by Commissioner Sands to approve the consent agenda. Ayes: Aska, Landes, McCallister, Ryan, Sands. Nays: none. Motion carried.

August 20, 2013

35

Aska stated that he could consider reductions a couple years out, and look into operations such as Spin City for continued operation. Commissioner Landes stated that he is never really comfortable with a budget but previously the City was unable to adequately fund building and vehicle maintenance. Commissioner Ryan stated that the bills have to be paid, and this budget will do that. Commissioner Sands stated that the debt will not go away overnight, and that the City's debt is large. Commissioner Sands stated that facilities like Spin City provide children with something to do. Commissioner Ryan moved, seconded by Commissioner Sands to approve the 2014 budget as presented. Ayes: Aska, Landes, McCallister, Ryan, Sands. Nays: none. Motion carried.

Presentation and approval of the 2012 Audit and Financial Statement. Commissioner McCallister asked if other Municipal Courts could be studied to fix the ticket tracking deficiency. Interim City Manager Beatty stated that Junction City was the guinea pig in the use of the two software systems together RMS and INCODE, and it has been a nightmare. Chief Brown stated that the law enforcement package was purchased in 2009, and it was supposed to talk to INCODE but it has been nothing but trouble. Interim City Manager Beatty stated that the City has not purchased upgrades for the system which makes training difficult. Mr. Nyp stated that municipal courts typically have these types of problems because too often there are separate tracking systems. Commissioner Landes asked how much revenue is potentially being lost. Interim City Manager Beatty stated the problem is not so much for revenue, but to ensure accountability, and an effective process. Mr. Nyp stated that the municipal court revenues are accurate within a material amount; but systems could be better. Commissioner McCallister moved, seconded by Commissioner Ryan to accept the 2012 Audit and Financial Statement. Ayes: Aska, Landes, McCallister, Ryan, Sands. Nays: none. Motion carried.

Consideration of grant agreement for the 617 N. Washington building. Commissioner Landes moved, seconded by Commissioner McCallister to approve the grant agreement for the 617 N. Washington building. Ayes: Aska, Landes, McCallister, Ryan, Sands. Nays: none. Motion carried.

Appointment of a certified grant administrator for the CDBG grant for 617 N. Washington. Commissioner Sands moved, seconded by Commissioner Landes to appoint the Junction City Chamber of Commerce as the grant administrator for the 617 N. Washington CDBG grant project. Ayes: Aska, Landes, McCallister, Ryan, Sands. Nays: none. Motion carried.

Consideration of Ordinance G-1133 amending Title VII, Utilities, Chapter 705, Sewers, Municipal Code of Junction City, Kansas, concerning standards and requirements for private onsite wastewater treatment systems within the City of Junction City. Commissioner McCallister stated that on smaller lots, he is worried that there will not be new space for when a system fails. Commissioner McCallister suggested that there be zone where the advanced system is required. Planning & Zoning Administrator Yearout stated that the soil type on the lot will determine whether a system will work on a property; that determination is

made by the County Sanitarian. Commissioner Ryan stated that he has looked into the Presby System, and it looks like the pipes would need to be replaced at some point; there is promise but it is still in a testing stage. Commissioner Sands stated that the inspections are a good idea but he is concerned about the cost for residents; he does not like the idea of using electricity and blowers.

Commissioner Landes stated that he believes it is wrong to get too far away from the County standards; the small lots should require a cleaner system due to smaller lot sizes. Commissioner McCallister moved, seconded by Commissioner Sands to amend the presented ordinance G-1133 to require aerobic sewer systems on properties with a size between 40,000 square feet to 90,000 square feet, and systems larger than 90,000 square feet shall be designed by the designated administrative agency. Ayes: Aska, Landes, McCallister, Ryan, Sands. Nays: none. Commissioner Ryan moved, seconded by Commissioner Landes to approve Ordinance G-1133 as amended. Ayes: Aska, Landes, McCallister, Ryan, Sands. Nays: none. Motion carried.

Consideration of the Final Plat of the Alexander Addition Unit No. 1, creating two lots along the north side of McFarland Road, Junction City, Kansas. Planning & Zoning Administrator Yearout stated that approval would allow the Clerk and Mayor to sign the plat with the development agreement, and the development agreement would reflect that of previous projects, but reflect the changes made by approval of Ordinance G-1133. Commissioner Landes moved, seconded by Commissioner Ryan to approve Final Plat of the Alexander Addition Unit No. 1, creating two lots along the north side of McFarland Road. Ayes: Aska, Landes, McCallister, Ryan, Sands. Nays: none. Motion carried.

Consideration of G-1131 Adopting the 2013 STO and replacing the 2012 STO (Standard Traffic Ordinances). Commissioner Landes moved, seconded by Commissioner Ryan to approve Ordinance G-1131. Ayes: Aska, Landes, McCallister, Ryan, Sands. Nays: none. Motion carried.

Consideration and approval of Telecommunications Lease Agreement Termination with WestLink Communications. Commissioner Landes moved, seconded by Commissioner Sands to approve the buyout amount of \$18,500 from Westlink Communications. Ayes: Aska, Landes, McCallister, Ryan, Sands. Nays: none. Motion carried.

Consideration and approval of the reassignment of the telecommunications lease agreement with WestLink Communications, LLC to High Plains Telecommunications, Inc. Commissioner McCallister moved, seconded by commissioner Sands to approve the reassignment of the telecommunications lease agreement with WestLink Communications, LLC to High Plains Telecommunications, Inc. with all other provision of the lease remaining in effect. Ayes: Aska, Landes, McCallister, Ryan, Sands. Nays: none. Motion carried.

The consideration and approval of Resolution 2732, setting a public hearing date of October 1, 2013 to address condemnation of 804 W 7th St. Commissioner McCallister moved, seconded by Commissioner Ryan to approve Resolution R-

# City of Junction City

## City Commission

### Agenda Memo

August 20, 2013

**From:** David L. Yearout, AICP, CFM, Director of Planning and Zoning  
**To:** City Commission & Cheryl Beatty, Interim City Manager  
**Subject:** Amendments to Chapter 705 of the Municipal Code of Junction City concerning Private Onsite Wastewater Treatment Systems within the City of Junction City (Ordinance G-1133)

**Issue:** Consideration of amendments to Title VII, Utilities; Chapter 705, Sewers; Article 1, Public and Private Sewers – General Provision, in the Municipal Code of Junction City, Kansas.

**Explanation of Issue:** This is the ordinance amendment the sections of the Municipal Code concerning the requirements and standards for placement of private onsite wastewater treatment systems within the corporate limits of Junction City. As the Commission will recall, this topic has been the discussed in various forms for the past several meetings. At the work session held on August 13, 2013, the consensus was to amend the Municipal Code in the manner outlined in the attached ordinance.

In short, this amendment will drop the minimum lot size from 90,000 square feet to 40,000 square feet for a private onsite wastewater treatment system within the corporate limits of the City, provided the lot in question will be connected to a public water system. Additionally, this amendment will specify that only the advanced onsite wastewater treatment system may be installed within the City. Finally, the amendment will establish the requirement for an inspection of existing onsite systems once every five years, except when a sale requires an inspection as outlined in the Geary County Sanitation Code. The amendment also adopts the Geary County Sanitation Code as the applicable standards for onsite systems within the City and authorizes the appropriate staff of the Geary County Health Department to be the administrative and inspection authority for such systems.

**Staff Recommendation:** Adopt Ordinance G-1133, thereby amending the Municipal Code concerning Private Onsite Wastewater Treatment Systems within Junction City.

#### Suggested Motion:

Commissioner \_\_\_\_\_ moved that Ordinance G-1133, an ordinance amending certain sections of the Municipal Code of Junction City, Kansas, concerning private onsite wastewater treatment system within the City of Junction City, Kansas, be approved.

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

#### Enclosures:

Ordinance G-1133

**ORDINANCE NO. G-1133**

**AN ORDINANCE AMENDING TITLE VII, UTILITIES; CHAPTER 705: SEWERS; ARTICLE I, PUBLIC AND PRIVATE SEWERS – GENERAL PROVISIONS; SECTION 705.010, DEFINITIONS; SECTION 705.050: BUILDINGS MUST HAVE TOILET FACILITIES; AND SECTION 705.060: PRIVATE SEWAGE DISPOSAL; AND BY ADDING NEW SECTION 705.055: ADOPTION OF GEARY COUNTY SANITATION CODE, OF THE MUNICIPAL CODE OF THE CITY OF JUNCTION CITY, KANSAS.**

**WHEREAS**, the City Commission of the City of Junction City, Kansas, has reviewed the provisions of Title VII, Utilities; Chapter 705, Sewers; of the Municipal Code of the City of Junction City, Kansas, and determined certain amendments should be made therein; and,

**WHEREAS**, the City Commission has sought advice from officials within the City, from officials with the appropriate agencies of Geary County, and from the public concerning the policies and language within said sections of the Municipal Code; and,

**WHEREAS**, the City Commission, following review and discussion of said advice, finds it is in the interests of the City to amend said sections of the Municipal Code.

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

The following provisions of Title VII, Utilities; Chapter 705: Sewers, Article 1, Public and Private Sewers – General Provisions, are amended as follows:

**Section 1. Section 705.010, DEFINITIONS, is hereby amended by adding the following terms:**

**ADMINISTRATIVE AGENCY:** For all private onsite wastewater treatment systems permitted herein, the Geary County Health Department shall be the Administrative Agency responsible for the design, permitting and enforcement of said systems within the corporate limits of Junction City, Kansas.

**ADVANCED PRIVATE ONSITE WASTEWATER TREATMENT SYSTEM:** A private onsite wastewater treatment system, approved by the Administrative Agency, which mechanically pretreats the wastewater by means of aerobic activity to reduce levels of specific pollutants before discharge to an approval distribution system.

**FAILED SYSTEM:** A failed system means any system that discharges sewage into a seepage pit, cesspool or drywell, or any system which discharges sewage to the ground surface, waters of the state, exhibits sewage backup into the home or building, or any other situation with the

potential to immediately and adversely affect or threaten public health or safety.

**PRIVATE ONSITE WASTEWATER TREATMENT SYSTEM:** Within the City of Junction City, a private onsite wastewater treatment system shall be an advanced private onsite wastewater treatment system as defined herein.

**Section 2. Section 705.050: BUILDINGS MUST HAVE TOILET FACILITIES, existing language is hereby repealed and new Section 705.050 is adopted to read as follows:**

The owner of all houses, buildings, or properties used for human employment, recreation, or other purposes, situated within the City and abutting on any street, alley, or right-of-way in which there is now located or may in the future be located a public sanitary or combined sewer of the City, is hereby required at his/her expense to install suitable toilet facilities therein, and to connect such facilities directly with the proper public sewer in accordance with the provisions of this Article, within ninety (90) days after date of official notice to do so, provided that said public sewer is within either two hundred fifty (250) feet of the property line or four hundred (400) of the dwelling or building.

**Section 3. New Section 705.055: ADOPTION OF GEARY COUNTY SANITATION CODE, is hereby adopted to read as follows:**

The Geary County Sanitation Code, and amendments thereto, shall be applicable within the corporate limits of the City of Junction City, Kansas, except to the extent provisions of said Sanitation Code would be in conflict with the requirements as stated within this Article.

**Section 4. Section 705.060: PRIVATE SEWAGE DISPOSAL, existing language is hereby repealed and new Section 705.060 is adopted to read as follows:**

- A. Where a public sanitary or combined sewer is not available under the provisions of Section 705.050, the building sewer shall be connected to a private onsite wastewater treatment system complying with the provisions of this Article; provided, said building shall be connected to a public water system. No new private onsite wastewater treatment systems shall be permitted within the City of Junction City that are served only by private water wells, unless the property in question is in excess of 10 acres and the only use of the property is for one (1) single-family residential dwelling and no further land divisions to create new lots shall be permitted unless connection to a public water system is made.

- B. Before commencement of construction of a private onsite wastewater treatment system, the owner shall first (1st) obtain a written permit signed by the Administrative Agency. The application for such permit shall be made on a form furnished by the Administrative Agency, which the applicant shall supplement by any plans, specifications, and other information as are deemed necessary by the Administrative Agency. In addition to the permit fees required by the Administrative Agency, a permit and inspection fee shall be paid to the City at the time the application is filed. Said fee shall be as established by resolution by the governing body of the City of Junction City, Kansas. The City Codes Administrator, or his/her representative, shall inspect the property in question to determine whether the property qualifies for installation of a private onsite wastewater treatment system because of the lack of existing public sanitary sewer system within the distance limitations as stated herein, and to assure all adequate measures have been taken to protect public utility services extended to said property.
- C. A permit for private onsite wastewater treatment system shall not become effective until the installation is completed to the satisfaction of the Administrative Agency. The Administrative Agency representative shall be allowed to inspect the work at any stage of construction and, in any event, the applicant for the permit shall notify the Administrative Agency when the work is ready for final inspection, and before any underground portions are covered. The inspection shall be made within twenty-four (24) hours of the receipt of notice by the Administrative Agency. In addition to the inspection performed by the Administrative Agency representative, an inspection shall be required by the Codes Administrator of the City, or his/her representative, to confirm proper installations and connections as required by the applicable Building and Construction Codes of the City.
- D. The type, capacities, location and layout of a private onsite wastewater treatment system shall comply with all recommendations of the Administrative Agency. No permit shall be issued for any private onsite wastewater treatment system employing subsurface soil absorption facilities where the area of the lot is less than forty thousand (40,000) square feet.
- E. At such time as a public sewer becomes reasonably available to a property served by a private onsite wastewater treatment system as provided in subsection (D) above, a direct connection shall be made to the public sewer within one hundred eighty (180) days of availability of the public sanitary sewer system, or upon a failure of the existing onsite system as required herein. All existing onsite systems shall be abandoned in the manner required by the Administrative Agency.

- F. The owner shall operate and maintain the private onsite wastewater treatment facilities in a sanitary manner at all times, at no expense to the City.
- G. All existing onsite systems, whether septic/lateral disposal systems or any other onsite system, in existence as of the September 1, 2013, may remain in place; provided, all systems shall be inspected by the Administrative Agency by December 31, 2018, to determine said system is properly working and in compliance with all applicable rules, regulations, codes, laws and requirements of the City, Administrative Agency, State of Kansas or any other applicable governmental entity having jurisdiction. Said inspection shall henceforth be required by December 31 of each succeeding fifth year for all said onsite systems. The Administrative Agency shall provide a copy of the inspection report to the City Manager of the City of Junction City, Kansas, or his/her representative. If the report indicates an existing onsite system has failed, the property owner of said system shall be notified of such failure in writing by the City and, within ninety (90) days of said written notice, shall either connect to the public sanitary sewer system if the property conforms to the provisions of Section 705.050 herein; or shall install a private onsite wastewater treatment system conforming to the standards established herein. All homes with existing onsite systems shall also be subject to the mandatory Real Estate Inspection requirements of the Administrative Agency as applicable in Geary County, Kansas.
- H. For purposes of determining whether all existing onsite systems are properly working and in compliance with all applicable rules, regulations, codes, laws and requirements of the City, Administrative Agency, State of Kansas or any other applicable governmental entity having jurisdiction, the person performing the inspection referenced above shall have the authority to take all reasonable and acceptable measures appropriate in determining the viability of said system. All authority established in Section 705.190 herein shall be applicable to all persons conducting the inspections required herein.
- I. The disposal of the effluent from any existing onsite system within the City of Junction City shall only be permitted at one of the Wastewater Treatment Plants of the City.
- J. No statement contained in this Article shall be construed to interfere with any additional requirements that may be imposed by the Administrative Agency.

G-1133

Section 5. This Ordinance shall be in full force and effect from and after its publication once in the Junction City Daily Union.

PASSED AND ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2013.

\_\_\_\_\_  
CECIL ASKA, MAYOR

ATTEST:

\_\_\_\_\_  
TYLER FICKEN, CITY CLERK

**Backup material for agenda item:**

- f. Consideration of the Final Plat of the Alexander Addition Unit No. 1, creating two lots along the north side of McFarland Road, Junction City, Kansas.

# City of Junction City

## City Commission

### Agenda Memo

August 20, 2013

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

**To:** City Commission & Cheryl Beatty, Interim City Manager

**Subject:** Case No. FP-07-01-12, Final Plat – Alexander Addition

**Issue:** Consideration of the Final Plat of the Alexander Addition to the City of Junction City, Kansas.

**Explanation of Issue:** This is the request of Kaw Valley Engineering, agent, on behalf of Out West Investments, LLC, seeing approval of the final plat of the Alexander Addition to the City of Junction City, Kansas. This plat would create two new lots along the north side of McFarland Road, which will have access to McFarland Road from an existing entrance. Water service exists along McFarland Road and would be provided. Sanitary sewer service is not available and, based on the recent decision by the City Commission, will not be extended unless other action is taken.

The Metropolitan Planning Commission first considered this request at its July 12, 2012, meeting which proposed creation of 5 lots. The case was continued until more information was presented on the manner in which the infrastructure would be provided for the lots being created. The case was continued again at the August, 2012 meeting. At the September 20, 2012, meeting, a revised final plat creating only the two lots along McFarland Road was recommended for approval by unanimous vote of the members present of the Metropolitan Planning Commission, subject to the lots being served by connection to the sanitary sewer system of the City and that no new on-site wastewater treatment systems in this area be permitted.

The action to amend the relevant section of the Municipal Code to allow new on-site wastewater treatment system on lots of 40,000 square feet or larger changes the conditions when lot creation of a small size may be permitted. Given the changing conditions, and the stated desire of the City Commission to approve the plat creating these two lots as proposed, staff feels this case is appropriate to move forward for approval.

**Staff Recommendation:** Overturn the action of the Metropolitan Planning Commission and approve the final plat of the Alexander Addition Unit No. 1, as presented, subject to completion of the written Developers Agreement concerning all other matters relative thereto.

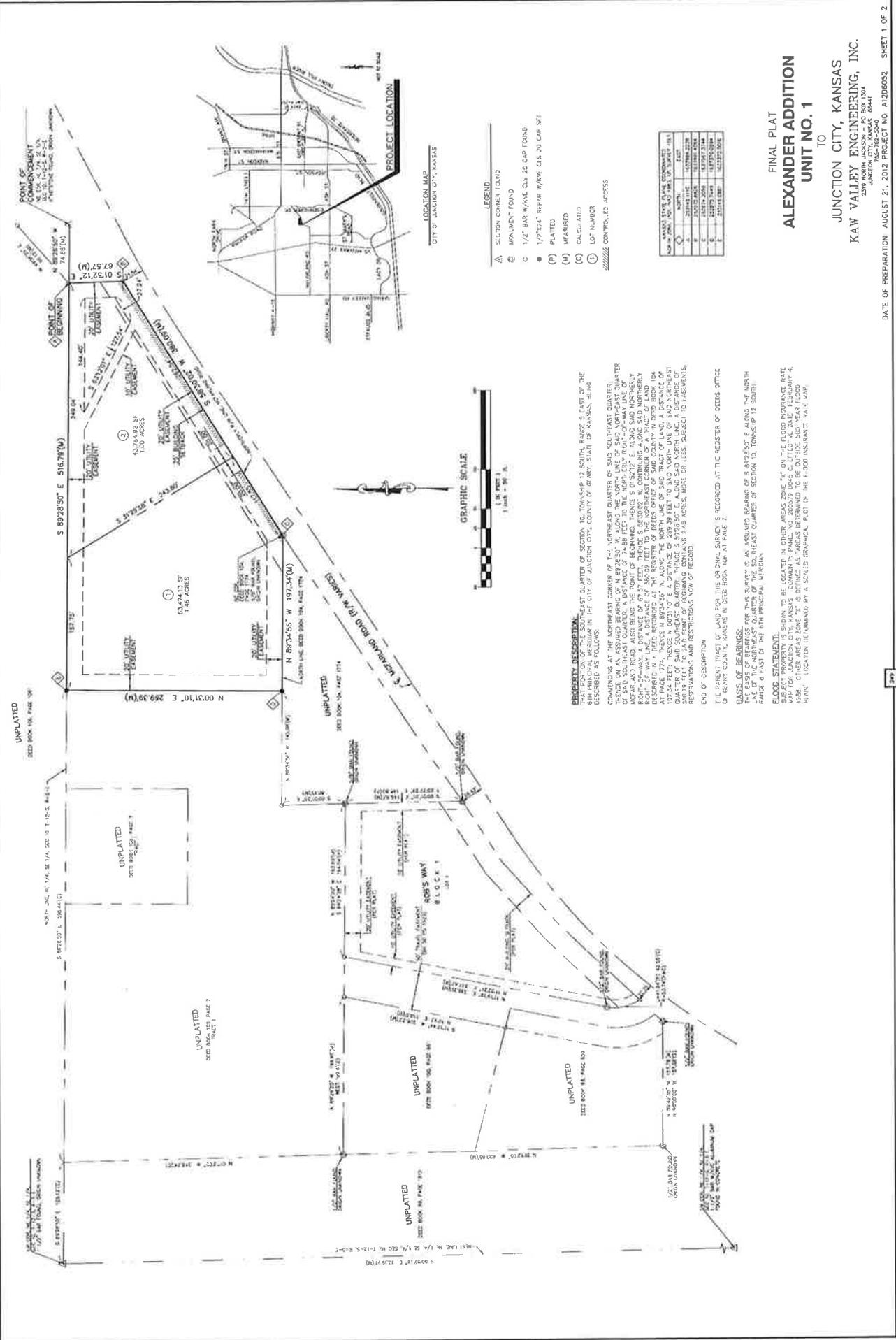
**Suggested Motion:**

Commissioner \_\_\_\_\_ moved that the Final Plat of the Alexander Addition to the City of Junction City, Geary County, Kansas, be approved and the Mayor and City Clerk be authorized to sign the Final Plat, subject to receipt of the written Developers Agreement from Mr. Alexander concerning the other relevant issues pertaining thereto.

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

**Enclosures:**

Copy of Minutes of the July 12 and September 20, 2012, meetings.  
Copy of Staff Report  
Copy of Proposed Alexander Addition Plat



NO.	ACRES	DATE
1	1.46	10/27/2011
2	1.00	10/27/2011
3	1.46	10/27/2011
4	1.00	10/27/2011
5	1.46	10/27/2011
6	1.00	10/27/2011
7	1.46	10/27/2011
8	1.00	10/27/2011
9	1.46	10/27/2011
10	1.00	10/27/2011

**PROPERTY DESCRIPTION:** THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 13 SOUTH, RANGE 5 EAST OF THE 6TH PRINCIPAL MERIDIAN IN THE CITY OF JUNCTION CITY, COUNTY OF GEARY, STATE OF KANSAS, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER OF SECTION 10, AS SHOWN ON THE PLAT OF SAID SOUTHEAST QUARTER OF SECTION 10, BEING THE POINT OF BEGINNING, THENCE S 89°28'50\"/>

**END OF DESCRIPTION**

THE FOREGOING TRACT OF LAND FOR THE SEVERAL PURPOSES IS ACCORDING TO THE REGISTER OF DEEDS OFFICE OF THE COUNTY OF GEARY, KANSAS, AS SHOWN ON SAID BOOK 104, PAGE 197.

**BASE OF BEGINNING:** THE POINT OF BEGINNING IS AN ASSUMED BEARING OF S 89°28'50\"/>

**FLOOD STATEMENT:** THIS ADDITION IS LOCATED IN OTHER AREAS ZONE "X" ON THE FLOOD INSURANCE RATE MAP FOR JUNCTION CITY, KANSAS. COMMUNITY PANEL NO. 2002978. OTHER AREAS ZONE "X" IS DEFINED AS "AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOOD PLAIN" LOCATION DETERMINED BY A SOILS TRIANGULAR PLAT OF THE 1:5000 INCLUSIVE 1:6111.000

FINAL PLAT  
ALEXANDER ADDITION  
UNIT NO. 1

TO  
JUNCTION CITY, KANSAS  
KAW VALLEY ENGINEERING, INC.  
2319 NORTH JACKSON, PO BOX 1104  
JUNCTION CITY, KANSAS 66441  
785-762-5566





**JUNCTION CITY/GEARY COUNTY  
METROPOLITAN PLANNING COMMISSION  
BOARD OF ZONING APPEALS**



**STAFF REPORT**

September 20, 2012

**TO:** Metropolitan Planning Commission / Board of Zoning Appeals

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

**SUBJECT:** FP-07-01-12 – Request of Kaw Valley Engineering, agent, on behalf of Out West Investments, LLC, owner, for approval of the Alexander Addition to Junction City, Kansas, creating 5 lots on the north side of McFarland Road.

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This is the request of Kaw Valley Engineering, agent, on behalf of Out West Investments, LLC, owner, for approval of the Alexander Addition to Junction City, Kansas, creating 5 lots on the north side of McFarland Road on the former Dorothy Johnson property. This property contains approximately 6.5 acres of land and an existing home along the north side of the property. The existing home is accessed by way of a “travel easement” along the two properties west of the Rob’s Way plat that were parceled off this tract many years ago prior to annexation by the City of Junction City.

This plat was considered by the Metropolitan Planning Commission at both the July 12, 2012, and August 9, 2012, meetings. Several issues were raised concerning this proposed plat and the MPC voted to continue the consideration of this plat for the following reasons:

1. Get comments from present owners of two properties that share the current “travel easement” concerning dedication of that as a public street for the proposed Alexander Court. The issue of whether it must be brought to City standards will be determined based on those comments.
2. Provide additional information regarding the manner in which sanitary sewers will be extended to the lots, including how the low pressure sewers will be extended to the existing public system and who will be responsible for those lines.
3. Clarification on how all the improvements will be paid and by whom.
4. Clarification on what is acceptable regarding the additional curb cuts along McFarland Road.



# KAW VALLEY ENGINEERING, INC.

Office: 785.762.5040  
Fax: 785.762.7744  
Web: www.kveng.com  
Address: 2319 N. Jackson  
P.O. Box 1304  
Junction City, KS 66441

July 7, 2016  
A15D7474

Engineer's Estimate of Probable Construction Cost  
For  
**Sanitary Sewer Extension for  
Spring Valley Road Area - Junction City, Kansas**

The below estimate has been developed using preliminary quantities from the aerial photo & lidar elevation. Unit costs have been estimated from historical construction cost data on similar projects in this area. Costs can vary substantially depending on contractors workloads and changes in price of materials at the time of construction.

**Option E**

Item No.	Item	Estimated Quantity	Unit	Unit Cost	Total Cost
1.	Clearing & Grubbing	1	L.S.	\$2,500.00	\$ 2,500.00
2.	Standard Manholes	6	Ea.	\$2,500.00	\$ 15,000.00
3.	Connect to Existing Main	1	Ea.	\$1,500.00	\$ 1,500.00
4.	8" Main	1745	L.F.	\$40.00	\$ 69,800.00
5.	4" Service Line	488	L.F.	\$20.00	\$ 9,760.00
6.	Street Crossing (Laterals)	7	Ea.	\$800.00	\$ 5,600.00
7.	Seeding	1.1	Ac.	\$1,800.00	\$ 1,980.00
8.	Street Crossing Main	1	Ea.	\$1,800.00	\$ 1,800.00
<b>Total Construction Cost - Option E</b>					<b>\$ 107,940.00</b>

**Soft Costs**

Design Survey	\$ 3,500.00
Base Map	\$ 1,500.00
Design and Specifications	\$ 8,500.00
Construction Observations (80 hrs)	\$ 6,000.00
Bidding of Project	\$ 1,500.00
<b>Total Soft Costs</b>	<b>\$ 21,000.00</b>

**Total Project Cost - Option E \$ 128,940.00**

**Using 7 Units: \$118,715.00/7 = \$ 18,420.00 per unit**

**Leop D. Osbourn, P.E., R.L.S.**

LDO:slm

\\VMJC-FILE\projects\A15\_7474\Design\7474 Cost Estimate Option E - Sanitary Sewer Ext Spring Valley RD Area.xlsx]Sheet1

**Backup material for agenda item:**

- h. Selection of Delegation to the AUSA Annual Meeting.

# City of Junction City

## City Commission

### Agenda Memo

07/15/2016

**From:** Allen J. Dinkel, City Manager  
**To:** Governing Body  
**Subject:** **Selection of Delegation to the AUSA Annual Meeting**

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**Objective:** Select delegation to represent the City of Junction City at the AUSA Annual Meeting in Washington, D.C. on October 2 to 5.

**Explanation of Issue:** Each year the City sends a delegation to the annual meeting. Though not directly related the annual conference of the League of Kansas Municipalities will be held in Overland Park from October 8 to 10.

**Budget Impact:** There is a cost to send a delegation to the AUSA annual meeting, but it is necessary to have Junction City represented at this event. There is an old saying that goes, "If you are not at the table you will be eaten at the table."

**Staff Recommendation:** None

**Recommended Motion:** No formal motion is needed however a delegation should be selected so plans for the trip can be made.

**Attachments:** None