

December 6, 2022
City Commission Room, 701 N. Jefferson, Junction City KS 66441

Mayor Jeff Underhill
Vice Mayor Pat Landes
Commissioner Nate Butler
Commissioner Ronna Larson
Commissioner Matthew Bea
City Manager Allen Dinkel
City Attorney Britain Stites
City Clerk Tammy Melton
Finance Director Lindsay Miller

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-23 dated – November 15th, 2022 – December 2nd, 2022, in the amount of \$1,016,425.04 and pre-approval for items listed below in the amount \$329,716.57. (p.3)

Black Clover Enterprises \$186.25, Sentinel Intrusion Prevention Systems \$1,557.00, Initiatives, Inc. \$15,000.00, Joshua Douglass \$2,762.50, Maritza Rinehart \$60.00, Raven Aero Service LLC \$850.00, & Veolia Water North America \$309,300.82.

b. Consideration of Payroll No. 22 & No. 23 for the month of November. (p.34)

c. Consideration of City Commission Minutes for the November 15th, 2022 Meeting. (p.36)

d. Consideration of Cereal Malt Beverage licenses from January 1st, 2023 - December 31st, 2023. (p.40)

4. PUBLIC HEARING:

a. Public Hearing for the 2022 Budget Amendment. (p.42)

5. SPECIAL PRESENTATIONS:

a. Presentation on the updated Water & Sewer Financial Business Plan by Raftelis. (p.43)

6. NEW BUSINESS:

- a. Consideration of the Agreement with Bruce McMillan Architects for the C.L. Hoover Opera House Roof Repairs & Improvements. (p.55)
- b. Consideration of the request to award the bid for the C.L. Hoover Opera House Re-Roofing to Icon Structures, Inc. (p.59)
- c. Consideration of the 2022 Budget Amendments. (p.62)
- d. Consideration of the request for a Utility Billing Cycle Update. (p.69)
- e. Consideration of the Award of Bid for Asset Lease/Purchase Agreement with a 3.97% Interest Rate from Clayton Holdings, LLC. (p.71)
- f. Consideration of Resolution No. R-3024, Authorizing a Lease Purchase Agreement with Clayton Holdings, LLC. (p.114)
- g. Consideration of Resolution No. R-3025, Declaring Intent to Purchase Assets with a Lease/Purchase Agreement in the amount of \$382,682.00. (p.116)
- h. Consideration of Ordinance No. G-1296, 2023 Sewer Rate Increase. (p.118)
- i. Consideration of the Interdiction MOU with the Osage County Sheriff's Office. (p.122)
- j. Consideration of the Contract with Flock Safety. (p.125)
- k. Consideration of the Award of Bid for the Sanitary Sewer Improvements to Serve the Rosa Meyer Property to Lakeside Construction in the amount of \$52,656.00. (p.146)
- l. Consideration of the Award of Bid for the Water Line Improvements to Serve the Rosa Meyer Property to Lakeside Construction in the amount of \$114,602.00. (p.149)
- m. Consideration of Change Order #1 for the Stormwater Improvements at South Eisenhower Drive in the amount of \$12,558.00 to FIT Excavating, Inc. (p.152)
- n. Consideration of Change Order #1 for the deduction of Sanitary Sewer Repair in the amount of \$4,800.00 to Middlecreek Corporation. (p.155)
- o. Consideration of the Agreement between the City of Junction City & the Junction City Fire Fighters Association, IAFF Local #3309. (p.159)
- p. Consideration of the MOU with the Geary County Fire Department & the Junction City Fire Department. (p.194)
- q. Consideration of City Commissioner Nate Butler's Resignation. (p.199)
- r. City Commissioner Appointment. (p.201)

7. COMMISSIONER COMMENTS & COMMITTEE REPORTS:

8. STAFF COMMENTS:

9. ADJOURNMENT:

City of Junction City

City Commission

Agenda Memo

December 6, 2022

From: Libbi Hamilton, Customer Service Manager

To: City Commissioners

Subject: Consideration of Appropriation Ordinance A-23 dated – November 15, 2022 – December 2, 2022, in the amount of \$1,016,425.04 and pre-approval for items listed below in the amount \$329,716.57.

Background: Attached is a Listing and Checks - Appropriations for November 15, 2022 – December 2, 2022

Appropriations: November 15, 2022 – December 2, 2022

ACH Payment or Payments due before next meeting –Total \$329,716.57

Black Clover Enterprises \$186.25

Sentinel Intrusion Prevention Systems \$1557.00

Initiatives, Inc. \$15,000.00

Joshua Douglass \$2762.50

Maritza Rinehart \$60.00

Raven Aero Service LLC \$850.00

Veolia Water North America \$309,300.82



Junction City, KS

Expense Approval Report

By Fund

Post Dates 11/15/2022 - 12/2/2022

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Fund: 001 - GENERAL FUND				
Department: 000 - NON-DEPARTMENTAL				
Vendor: 043380 - ADVANCE LIFE INSURANCE				
ADVANCE LIFE INSURANCE	CM0000803	11/18/2022	CITY OF JC EMPLOYER PD LIFE	-1.60
ADVANCE LIFE INSURANCE	INV0025086	11/18/2022	CITY OF JC EMPLOYER PD LIFE	11.20
ADVANCE LIFE INSURANCE	INV0025087	11/18/2022	ADVANCE LIFE INSURANCE BEF...	5.41
ADVANCE LIFE INSURANCE	INV0025108	11/18/2022	CITY OF JC EMPLOYER PD LIFE	237.85
ADVANCE LIFE INSURANCE	INV0025109	11/18/2022	ADVANCE LIFE INSURANCE BEF...	519.97
ADVANCE LIFE INSURANCE	INV0025173	11/18/2022	CITY OF JC EMPLOYER PD LIFE	1.60
Vendor 043380 - ADVANCE LIFE INSURANCE Total:				774.43
Vendor: 03161 - ADVANCE SHORT TERM DISABILITY				
ADVANCE SHORT TERM DISABIL...	CM0000810	11/18/2022	CITY OF JC EMPLOYER PAID STD	-4.50
ADVANCE SHORT TERM DISABIL...	INV0025102	11/18/2022	CITY OF JC EMPLOYER PAID STD	27.24
ADVANCE SHORT TERM DISABIL...	INV0025154	11/18/2022	CITY OF JC EMPLOYER PAID STD	702.25
ADVANCE SHORT TERM DISABIL...	INV0025180	11/18/2022	CITY OF JC EMPLOYER PAID STD	4.50
Vendor 03161 - ADVANCE SHORT TERM DISABILITY Total:				729.49
Vendor: 066230 - AMERICAN FAMILY LIFE ASSURANCE COMPANY				
AMERICAN FAMILY LIFE ASSUR...	CM0000802	11/18/2022	VSP Vision Insurance Pre-Tax	-21.92
AMERICAN FAMILY LIFE ASSUR...	CM0000811	11/18/2022	VSP Vision Insurance Pre-Tax	-12.11
AMERICAN FAMILY LIFE ASSUR...	INV0025088	11/18/2022	AFLAC	7.99
AMERICAN FAMILY LIFE ASSUR...	INV0025089	11/18/2022	AFLAC BEFORE TAX	146.42
AMERICAN FAMILY LIFE ASSUR...	INV0025103	11/18/2022	VSP Vision Insurance Pre-Tax	46.00
AMERICAN FAMILY LIFE ASSUR...	INV0025110	11/18/2022	AFLAC	289.40
AMERICAN FAMILY LIFE ASSUR...	INV0025111	11/18/2022	AFLAC BEFORE TAX	1,434.40
AMERICAN FAMILY LIFE ASSUR...	INV0025157	11/18/2022	VSP Vision Insurance Pre-Tax	637.91
AMERICAN FAMILY LIFE ASSUR...	INV0025181	11/18/2022	VSP Vision Insurance Pre-Tax	12.11
Vendor 066230 - AMERICAN FAMILY LIFE ASSURANCE COMPANY Total:				2,540.20
Vendor: 007921 - BLUE CROSS BLUE SHIELD OF KS INC				
BLUE CROSS BLUE SHIELD OF KS ..	CM0000800	11/18/2022	BLUE CROSS BLUE SHIELD	-239.57
BLUE CROSS BLUE SHIELD OF KS ..	CM0000801	11/18/2022	BLUE CROSS BLUE SHIELD	-623.08
BLUE CROSS BLUE SHIELD OF KS ..	CM0000804	11/18/2022	BLUE CROSS BLUE SHIELD	-623.08
BLUE CROSS BLUE SHIELD OF KS ..	CM0000805	11/18/2022	BLUE CROSS BLUE SHIELD	-56.42
BLUE CROSS BLUE SHIELD OF KS ..	INV0025090	11/18/2022	BLUE CROSS BLUE SHIELD	71.54
BLUE CROSS BLUE SHIELD OF KS ..	INV0025091	11/18/2022	BLUE CROSS BLUE SHIELD	438.10
BLUE CROSS BLUE SHIELD OF KS ..	INV0025092	11/18/2022	BLUE CROSS BLUE SHIELD	38.99
BLUE CROSS BLUE SHIELD OF KS ..	INV0025093	11/18/2022	BLUE CROSS BLUE SHIELD	252.38
BLUE CROSS BLUE SHIELD OF KS ..	INV0025094	11/18/2022	BLUE CROSS BLUE SHIELD	836.64
BLUE CROSS BLUE SHIELD OF KS ..	INV0025095	11/18/2022	BLUE CROSS BLUE SHIELD	209.16
BLUE CROSS BLUE SHIELD OF KS ..	INV0025096	11/18/2022	BLUE CROSS BLUE SHIELD	90.70
BLUE CROSS BLUE SHIELD OF KS ..	INV0025113	11/18/2022	BLUE CROSS BLUE SHIELD	239.57
BLUE CROSS BLUE SHIELD OF KS ..	INV0025114	11/18/2022	BLUE CROSS BLUE SHIELD	662.89
BLUE CROSS BLUE SHIELD OF KS ..	INV0025115	11/18/2022	BLUE CROSS BLUE SHIELD	1,996.45
BLUE CROSS BLUE SHIELD OF KS ..	INV0025116	11/18/2022	BLUE CROSS BLUE SHIELD	3,593.61
BLUE CROSS BLUE SHIELD OF KS ..	INV0025117	11/18/2022	BLUE CROSS BLUE SHIELD	621.36
BLUE CROSS BLUE SHIELD OF KS ..	INV0025118	11/18/2022	BLUE CROSS BLUE SHIELD	1,510.66
BLUE CROSS BLUE SHIELD OF KS ..	INV0025119	11/18/2022	BLUE CROSS BLUE SHIELD	438.10
BLUE CROSS BLUE SHIELD OF KS ..	INV0025120	11/18/2022	BLUE CROSS BLUE SHIELD	1,007.64
BLUE CROSS BLUE SHIELD OF KS ..	INV0025121	11/18/2022	BLUE CROSS BLUE SHIELD	467.49
BLUE CROSS BLUE SHIELD OF KS ..	INV0025122	11/18/2022	BLUE CROSS BLUE SHIELD	6,329.41
BLUE CROSS BLUE SHIELD OF KS ..	INV0025123	11/18/2022	BLUE CROSS BLUE SHIELD	1,976.55
BLUE CROSS BLUE SHIELD OF KS ..	INV0025124	11/18/2022	BLUE CROSS BLUE SHIELD	10,427.86
BLUE CROSS BLUE SHIELD OF KS ..	INV0025125	11/18/2022	BLUE CROSS BLUE SHIELD	3,200.15
BLUE CROSS BLUE SHIELD OF KS ..	INV0025126	11/18/2022	BLUE CROSS BLUE SHIELD	1,511.82

Expense Approval Report

Post Dates: 11/15/2022 - 12/2/2022

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
BLUE CROSS BLUE SHIELD OF KS ..INV0025127		11/18/2022	BLUE CROSS BLUE SHIELD	2,741.55
BLUE CROSS BLUE SHIELD OF KS ..INV0025128		11/18/2022	BLUE CROSS BLUE SHIELD	4,984.64
BLUE CROSS BLUE SHIELD OF KS ..INV0025129		11/18/2022	BLUE CROSS BLUE SHIELD	2,055.52
BLUE CROSS BLUE SHIELD OF KS ..INV0025130		11/18/2022	BLUE CROSS BLUE SHIELD	1,277.28
BLUE CROSS BLUE SHIELD OF KS ..INV0025162		11/18/2022	BLUE CROSS BLUE SHIELD	209.16
BLUE CROSS BLUE SHIELD OF KS ..INV0025174		11/18/2022	BLUE CROSS BLUE SHIELD	623.08
BLUE CROSS BLUE SHIELD OF KS ..INV0025175		11/18/2022	BLUE CROSS BLUE SHIELD	56.42
Vendor 007921 - BLUE CROSS BLUE SHIELD OF KS INC Total:				46,326.57
Vendor: 044005 - CITY OF JC FLEX SPENDING ACCT 1074334				
CITY OF JC FLEX SPENDING ACCT..INV0025097		11/18/2022	FLEX SPENDING-1074334	227.08
CITY OF JC FLEX SPENDING ACCT..INV0025137		11/18/2022	FLEX SPENDING-1074334	2,808.04
Vendor 044005 - CITY OF JC FLEX SPENDING ACCT 1074334 Total:				3,035.12
Vendor: 012130 - CITY OF JUNCTION CITY				
CITY OF JUNCTION CITY INV0025131		11/18/2022	TELEPHONE REIMBURSEMENT	8.50
CITY OF JUNCTION CITY INV0025138		11/18/2022	CITY OF JUNCTION CITY (G-FEE)	29.34
CITY OF JUNCTION CITY INV0025153		11/18/2022	TELEPHONE REIMBURSEMENT	188.88
Vendor 012130 - CITY OF JUNCTION CITY Total:				226.72
Vendor: 00029 - FAMILY SUPPORT PAYMENT CENTER				
FAMILY SUPPORT PAYMENT CE... INV0025133		11/18/2022	FAMILY SUPPORT MO	165.46
Vendor 00029 - FAMILY SUPPORT PAYMENT CENTER Total:				165.46
Vendor: 025326 - FIREMEN'S RELIEF ASSOCIATION				
FIREMEN'S RELIEF ASSOCIATION INV0025136		11/18/2022	FIREMANS RELIEF	241.23
Vendor 025326 - FIREMEN'S RELIEF ASSOCIATION Total:				241.23
Vendor: 050188 - FLEXIBLE SPENDING ACCOUNT #1074334				
FLEXIBLE SPENDING ACCOUNT ... INV0025132		11/18/2022	DEPENDENT CARE ACCT 10743...	364.59
Vendor 050188 - FLEXIBLE SPENDING ACCOUNT #1074334 Total:				364.59
Vendor: 01944 - GREAT WEST FINANCIAL				
GREAT WEST FINANCIAL INV0025146		11/18/2022	GREAT WEST FINANCIAL	8,580.78
GREAT WEST FINANCIAL INV0025152		11/18/2022	GREAT WEST FINANCIAL	1,166.00
Vendor 01944 - GREAT WEST FINANCIAL Total:				9,746.78
Vendor: 001010 - INTERNAL REVENUE SERVICE				
INTERNAL REVENUE SERVICE CM0000813		11/18/2022	FEDERAL WITHHOLDING	-64.50
INTERNAL REVENUE SERVICE CM0000814		11/18/2022	MEDICARE WITHHOLDING	-51.90
INTERNAL REVENUE SERVICE INV0025080		11/18/2022	FEDERAL WITHHOLDING	17.69
INTERNAL REVENUE SERVICE INV0025081		11/18/2022	MEDICARE WITHHOLDING	3.32
INTERNAL REVENUE SERVICE INV0025105		11/18/2022	SOCIAL SECURITY WITHHOLDING	1,853.44
INTERNAL REVENUE SERVICE INV0025106		11/18/2022	FEDERAL WITHHOLDING	1,502.77
INTERNAL REVENUE SERVICE INV0025107		11/18/2022	MEDICARE WITHHOLDING	433.44
INTERNAL REVENUE SERVICE INV0025159		11/18/2022	SOCIAL SECURITY WITHHOLDING	13,701.54
INTERNAL REVENUE SERVICE INV0025160		11/18/2022	FEDERAL WITHHOLDING	30,023.63
INTERNAL REVENUE SERVICE INV0025161		11/18/2022	MEDICARE WITHHOLDING	10,439.50
INTERNAL REVENUE SERVICE INV0025166		11/18/2022	SOCIAL SECURITY WITHHOLDING	265.34
INTERNAL REVENUE SERVICE INV0025167		11/18/2022	FEDERAL WITHHOLDING	302.75
INTERNAL REVENUE SERVICE INV0025168		11/18/2022	MEDICARE WITHHOLDING	69.92
INTERNAL REVENUE SERVICE INV0025183		11/18/2022	FEDERAL WITHHOLDING	32.68
INTERNAL REVENUE SERVICE INV0025184		11/18/2022	MEDICARE WITHHOLDING	51.90
Vendor 001010 - INTERNAL REVENUE SERVICE Total:				58,581.52
Vendor: 039125 - JCPOA				
JCPOA INV0025151		11/18/2022	JCPOA	883.88
Vendor 039125 - JCPOA Total:				883.88
Vendor: 037195 - JUNCTION CITY FIRE FIGHTERS ASSOCIATION LOCAL 3309				
JUNCTION CITY FIRE FIGHTERS ... INV0025135		11/18/2022	I.A.F.F. LOCAL 3309	1,683.00
Vendor 037195 - JUNCTION CITY FIRE FIGHTERS ASSOCIATION LOCAL 3309 Total:				1,683.00
Vendor: 00813 - JUNCTION CITY FIREFIGHTERS AID ASSOCIATION				
JUNCTION CITY FIREFIGHTERS A... INV0025134		11/18/2022	FIREFIGHTERS AID ASSOCIATION	260.00
Vendor 00813 - JUNCTION CITY FIREFIGHTERS AID ASSOCIATION Total:				260.00

Expense Approval Report

Post Dates: 11/15/2022 - 12/2/2022

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Vendor: 03670 - KAHRS LAW OFFICE, P.A.				
KAHRS LAW OFFICE, P.A.	INV0025140	11/18/2022	INCOME WITHHOLDING ORDER	10.00
Vendor 03670 - KAHRS LAW OFFICE, P.A. Total:				10.00
Vendor: 042540 - KANSAS DEPT OF REVENUE				
KANSAS DEPT OF REVENUE	CM0000812	11/18/2022	STATE WITHHOLDING	-52.99
KANSAS DEPT OF REVENUE	INV0025079	11/18/2022	STATE WITHHOLDING	6.49
KANSAS DEPT OF REVENUE	INV0025104	11/18/2022	STATE WITHHOLDING	655.36
KANSAS DEPT OF REVENUE	INV0025158	11/18/2022	STATE WITHHOLDING	14,707.95
KANSAS DEPT OF REVENUE	INV0025165	11/18/2022	STATE WITHHOLDING	120.19
KANSAS DEPT OF REVENUE	INV0025182	11/18/2022	STATE WITHHOLDING	52.99
Vendor 042540 - KANSAS DEPT OF REVENUE Total:				15,489.99
Vendor: 014435 - KANSAS PAYMENT CENTER				
KANSAS PAYMENT CENTER	INV0025141	11/18/2022	INCOME WITHHOLDING ORDER	667.50
Vendor 014435 - KANSAS PAYMENT CENTER Total:				667.50
Vendor: 043859 - KANSAS PUBLIC EMPLOYEES				
KANSAS PUBLIC EMPLOYEES	CM0000809	11/18/2022	KP&F	-625.49
KANSAS PUBLIC EMPLOYEES	INV0025078	11/18/2022	KP&F	34.32
KANSAS PUBLIC EMPLOYEES	INV0025098	11/18/2022	KPERS #1	446.77
KANSAS PUBLIC EMPLOYEES	INV0025099	11/18/2022	KPERS #2	637.65
KANSAS PUBLIC EMPLOYEES	INV0025100	11/18/2022	KPERS #3	1,245.62
KANSAS PUBLIC EMPLOYEES	INV0025101	11/18/2022	KPERS INSURANCE	156.37
KANSAS PUBLIC EMPLOYEES	INV0025142	11/18/2022	KP&F	81,298.95
KANSAS PUBLIC EMPLOYEES	INV0025143	11/18/2022	KPERS #1	2,887.03
KANSAS PUBLIC EMPLOYEES	INV0025144	11/18/2022	KPERS #2	2,332.13
KANSAS PUBLIC EMPLOYEES	INV0025145	11/18/2022	KPERS #3	9,746.18
KANSAS PUBLIC EMPLOYEES	INV0025147	11/18/2022	KPERS INSURANCE	1,076.28
KANSAS PUBLIC EMPLOYEES	INV0025163	11/18/2022	KPERS #2	318.84
KANSAS PUBLIC EMPLOYEES	INV0025164	11/18/2022	KPERS INSURANCE	21.40
KANSAS PUBLIC EMPLOYEES	INV0025179	11/18/2022	KP&F	943.64
Vendor 043859 - KANSAS PUBLIC EMPLOYEES Total:				100,519.69
Vendor: 02982 - LAW OFFICE OF AMBER M. BREHM				
LAW OFFICE OF AMBER M. BRE...	INV0025112	11/18/2022	WAGE GARNISHMENT	294.84
Vendor 02982 - LAW OFFICE OF AMBER M. BREHM Total:				294.84
Vendor: 03772 - MICHAEL A. MONTOYA, P.A.				
MICHAEL A. MONTOYA, P.A.	INV0025148	11/18/2022	WAGE GARNISHMENT	316.33
MICHAEL A. MONTOYA, P.A.	INV0025156	11/18/2022	WAGE GARNISHMENT	118.28
Vendor 03772 - MICHAEL A. MONTOYA, P.A. Total:				434.61
Vendor: 048289 - POLICE & FIREMEN'S INSURANCE ASSOCIATION				
POLICE & FIREMEN'S INSURANC...	INV0025150	11/18/2022	POLICE & FIRE INSURANCE	937.23
Vendor 048289 - POLICE & FIREMEN'S INSURANCE ASSOCIATION Total:				937.23
Vendor: 067881 - ROLLING MEADOWS GOLF COURSE				
ROLLING MEADOWS GOLF COU...	INV0025139	11/18/2022	ROLLING MEADOWS GOLF COU...	336.46
Vendor 067881 - ROLLING MEADOWS GOLF COURSE Total:				336.46
Vendor: 03639 - STATE OF ARKANSAS				
STATE OF ARKANSAS	INV0025149	11/18/2022	GARNISHMENT	192.00
Vendor 03639 - STATE OF ARKANSAS Total:				192.00
Vendor: 079629 - UNITED WAY OF JUNCTION CITY-GEARY COUNTY				
UNITED WAY OF JUNCTION CITY...	INV0025155	11/18/2022	UNITED WAY	21.51
Vendor 079629 - UNITED WAY OF JUNCTION CITY-GEARY COUNTY Total:				21.51
Department 000 - NON-DEPARTMENTAL Total:				244,462.82
Department: 003 - ADMINISTRATION				
Vendor: 03786 - FORVIS, LLP				
FORVIS, LLP	BK01655113	11/18/2022	PROGRESS BILLING - FORENSIC ...	11,957.26
Vendor 03786 - FORVIS, LLP Total:				11,957.26

Expense Approval Report

Post Dates: 11/15/2022 - 12/2/2022

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Vendor: 043271 - KANSAS GAS SERVICE				
KANSAS GAS SERVICE	INV0025170	11/16/2022	700 N JEFFERSON-Nov 2022	51.06
Vendor 043271 - KANSAS GAS SERVICE Total:				51.06
Vendor: 00970 - VERIZON WIRELESS				
VERIZON WIRELESS	INV0025203	11/21/2022	785-280-3591-CITY MANAGER-...	41.41
VERIZON WIRELESS	INV0025203	11/21/2022	785-307-1769 CITY CLERK-MEL...	41.41
VERIZON WIRELESS	INV0025203	11/21/2022	785-532-8788 FINANCE DIRECT...	46.41
Vendor 00970 - VERIZON WIRELESS Total:				129.23
Vendor: 01345 - WOODRIVER ENERGY LLC				
WOODRIVER ENERGY LLC	INV0025185	11/17/2022	CITY HALL-700 N JEFFERSON	64.44
Vendor 01345 - WOODRIVER ENERGY LLC Total:				64.44
Department 003 - ADMINISTRATION Total:				12,201.99
Department: 008 - BUILDING MAINTENANCE				
Vendor: 067805 - CARD CENTER				
CARD CENTER	AGUILAR, OCT 2022	11/15/2022	MAILBOX LABELS FOR CUSTOM...	11.99
CARD CENTER	AGUILAR, OCT 2022	11/15/2022	SHOP SUPPLIES	53.37
CARD CENTER	AGUILAR, OCT 2022	11/15/2022	PAINT FOR CONFERENCE ROOM	70.29
Vendor 067805 - CARD CENTER Total:				135.65
Vendor: 00970 - VERIZON WIRELESS				
VERIZON WIRELESS	INV0025204	11/21/2022	6179-BM-AGUILAR	41.41
Vendor 00970 - VERIZON WIRELESS Total:				41.41
Department 008 - BUILDING MAINTENANCE Total:				177.06
Department: 010 - PARKS DEPARTMENT				
Vendor: 067805 - CARD CENTER				
CARD CENTER	AGUILAR, OCT 2022	11/15/2022	TARP TO COVER FLOOR WITH S...	24.99
CARD CENTER	AGUILAR, OCT 2022	11/15/2022	STAIN FOR RATHERT DECK	339.64
CARD CENTER	AGUILAR, OCT 2022	11/15/2022	PRECISION MOTORSPORTS, TIRE..	100.00
CARD CENTER	AGUILAR, OCT 2022	11/15/2022	CHAINSAW AND CHAIN	967.98
CARD CENTER	AGUILAR, OCT 2022	11/15/2022	NORTH PARK PADLOCK KEYS	83.92
CARD CENTER	AGUILAR, OCT 2022	11/15/2022	NORTH PARK VALVE BOX COVER	80.63
CARD CENTER	AGUILAR, OCT 2022	11/15/2022	HERITAGE REPAIR PARTS	42.08
CARD CENTER	AGUILAR, OCT 2022	11/15/2022	SHOP TOOLS	39.99
CARD CENTER	AGUILAR, OCT 2022	11/15/2022	ORSCHLON, RAIN GUAGE	11.98
CARD CENTER	AGUILAR, OCT 2022	11/15/2022	KEYS, HERIGAGE RESTROOM	9.95
CARD CENTER	GRAY, OCT 2022	11/15/2022	PLAYGROUND BORDER	418.80
CARD CENTER	GRAY, OCT 2022	11/15/2022	OIL	144.85
CARD CENTER	GRAY, OCT 2022	11/15/2022	MASON WHEEL, WOOD	15.48
CARD CENTER	GRAY, OCT 2022	11/15/2022	WALMART, BASEBALLS	57.94
CARD CENTER	GRAY, OCT 2022	11/15/2022	BATTERY CABLE, TRUCK 109	458.18
CARD CENTER	GRAY, OCT 2022	11/15/2022	CHAIN SAW PARTS	127.50
CARD CENTER	GRAY, OCT 2022	11/15/2022	PLIERS, TIES	22.48
CARD CENTER	GRAY, OCT 2022	11/15/2022	MISC TOOLS	569.77
CARD CENTER	GRAY, OCT 2022	11/15/2022	STAIN FOR RATHERT DECK	171.51
CARD CENTER	GRAY, OCT 2022	11/15/2022	DUST MASKS	21.99
CARD CENTER	GRAY, OCT 2022	11/15/2022	HARD HATS, EAR PLUGS	126.14
CARD CENTER	GRAY, OCT 2022	11/15/2022	KRPA ANNUAL CONFERENCE R...	355.00
CARD CENTER	GRAY, OCT 2022	11/15/2022	REFUND FOR CANCELED KRPA C...	-205.00
CARD CENTER	GRAY, OCT 2022	11/15/2022	REFUND FOR CANCELED KRPA C...	-100.00
CARD CENTER	GRAY, OCT 2022	11/15/2022	KRPA ANNUAL CONFERENCE R...	355.00
CARD CENTER	PICKING, OCT 2022	11/15/2022	WOOD FOR CONCRETE FORMS	1,697.92
CARD CENTER	PICKING, OCT 2022	11/15/2022	PET WASTE BAGS	189.68
CARD CENTER	PICKING, OCT 2022	11/15/2022	TONER	231.28
CARD CENTER	TOBUREN, OCT 2022	11/15/2022	LANDSCAPE TIMBERS	181.74
CARD CENTER	TOBUREN, OCT 2022	11/15/2022	LANDSCAPE TIMBERS	367.52
CARD CENTER	TOBUREN, OCT 2022	11/15/2022	BOLT/SCREWS	14.64
CARD CENTER	TOBUREN, OCT 2022	11/15/2022	MASKING TAPE	10.98
CARD CENTER	TOBUREN, OCT 2022	11/15/2022	BOLT/SCREWS	10.80
CARD CENTER	TOBUREN, OCT 2022	11/15/2022	TOILET BRUSH	8.49

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Vendor Name	Payable Number	Post Date	Description (Item)	Amount
CARD CENTER	TOBUREN, OCT 2022	11/15/2022	GLASS CLEANER	4.59
CARD CENTER	TOBUREN, OCT 2022	11/15/2022	RADIATOR HOSE	22.61
CARD CENTER	TOBUREN, OCT 2022	11/15/2022	BATTERY FOR FORD RANGER	134.22
CARD CENTER	TOBUREN, OCT 2022	11/15/2022	SHOVELS	145.95
CARD CENTER	TOBUREN, OCT 2022	11/15/2022	REBAR	114.40
CARD CENTER	TOBUREN, OCT 2022	11/15/2022	TOOLS FOR SHOP	42.98
CARD CENTER	TOBUREN, OCT 2022	11/15/2022	RETURN SHOVELS	-51.98
CARD CENTER	TOBUREN, OCT 2022	11/15/2022	ROPE FOR TREE REMOVAL	19.99
CARD CENTER	TOBUREN, OCT 2022	11/15/2022	WALMART, COMMUNICATION ...	24.93
CARD CENTER	TOBUREN, OCT 2022	11/15/2022	REGISTRATION FOR ANNUAL C...	420.00
Vendor 067805 - CARD CENTER Total:				7,831.54
Vendor: 043802 - EVERGY				
EVERGY	INV0025198	11/21/2022	513 N JEFFERSON-Nov 2022	295.50
Vendor 043802 - EVERGY Total:				295.50
Vendor: 043271 - KANSAS GAS SERVICE				
KANSAS GAS SERVICE	INV0025171	11/16/2022	2307 N JACKSON-PARKS	82.36
KANSAS GAS SERVICE	INV0025223	11/28/2022	1017 1/2 W 5TH ST	32.38
Vendor 043271 - KANSAS GAS SERVICE Total:				114.74
Vendor: 01345 - WOODRIVER ENERGY LLC				
WOODRIVER ENERGY LLC	INV0025185	11/17/2022	PARKS-2307 N JACKSON	12.89
Vendor 01345 - WOODRIVER ENERGY LLC Total:				12.89
Department 010 - PARKS DEPARTMENT Total:				8,254.67
Department: 011 - SWIMMING POOL				
Vendor: 043271 - KANSAS GAS SERVICE				
KANSAS GAS SERVICE	INV0025223	11/28/2022	1017 W 5TH	43.31
Vendor 043271 - KANSAS GAS SERVICE Total:				43.31
Department 011 - SWIMMING POOL Total:				43.31
Department: 013 - SPIN CITY				
Vendor: 043271 - KANSAS GAS SERVICE				
KANSAS GAS SERVICE	INV0025223	11/28/2022	915 S WASHINGTON	279.73
Vendor 043271 - KANSAS GAS SERVICE Total:				279.73
Vendor: 00970 - VERIZON WIRELESS				
VERIZON WIRELESS	INV0025204	11/21/2022	4006-SC MGR GRAY	41.41
Vendor 00970 - VERIZON WIRELESS Total:				41.41
Department 013 - SPIN CITY Total:				321.14
Department: 014 - JUNCTION CITY AIRPORT				
Vendor: 067805 - CARD CENTER				
CARD CENTER	AGUILAR, OCT 2022	11/15/2022	TOILET PARTS, AIRPORT	25.97
Vendor 067805 - CARD CENTER Total:				25.97
Vendor: 043271 - KANSAS GAS SERVICE				
KANSAS GAS SERVICE	INV0025223	11/28/2022	540 W 18TH ST	39.67
KANSAS GAS SERVICE	INV0025223	11/28/2022	540 AIRPORT RD #100	50.66
Vendor 043271 - KANSAS GAS SERVICE Total:				90.33
Department 014 - JUNCTION CITY AIRPORT Total:				116.30
Department: 017 - ROLLING MEADOWS GOLF COURSE				
Vendor: 017700 - DS&O RURAL ELECTRIC				
DS&O RURAL ELECTRIC	INV0025187	11/17/2022	GOLF COURSE-CART SHED	86.43
DS&O RURAL ELECTRIC	INV0025187	11/17/2022	GOLF CLUB HOUSE	1,452.41
DS&O RURAL ELECTRIC	INV0025187	11/17/2022	GOLF COURSE	3,484.69
Vendor 017700 - DS&O RURAL ELECTRIC Total:				5,023.53
Vendor: 00970 - VERIZON WIRELESS				
VERIZON WIRELESS	INV0025204	11/21/2022	785-307-2045-GOLF-MAINTEN...	40.01
VERIZON WIRELESS	INV0025204	11/21/2022	785-317-5084 -GOLF CLUBHOU...	41.41
Vendor 00970 - VERIZON WIRELESS Total:				81.42
Department 017 - ROLLING MEADOWS GOLF COURSE Total:				5,104.95

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Department: 018 - EMERGENCY MEDICAL SERVICES				
Vendor: 067805 - CARD CENTER				
CARD CENTER	HEINDEL OCT 2022	11/15/2022	STAPLES/RESTROOM CLEANER	58.38
CARD CENTER	HEINDEL OCT 2022	11/15/2022	STAPLES/RESTROOM CLEANER,...	76.04
CARD CENTER	HEINDEL OCT 2022	11/15/2022	DELTA FIRE/BOOTS FOR RUBASH	503.95
CARD CENTER	HEINDEL OCT 2022	11/15/2022	KS TURNPIKE/KTAG ACCT PAYM...	49.10
CARD CENTER	HEINDEL OCT 2022	11/15/2022	AMERICAN AMBULANCE/GOVE...	593.70
CARD CENTER	LANKSAS OCT 2022	11/15/2022	SAMS CLUB/JANITORIAL SUPPLI...	149.36
CARD CENTER	STRICKLAND OCT 2022	11/15/2022	WALMART/JANITORIAL SUPPLI...	64.06
CARD CENTER	STRICKLAND OCT 2022	11/15/2022	WATERS/BRASSO, GOO GONE S...	20.57
CARD CENTER	STRICKLAND OCT 2022	11/15/2022	WALMART/LAUNDRY DETERGE...	43.92
CARD CENTER	STRICKLAND OCT 2022	11/15/2022	BOX N SHIP/SEND HEADSETS TO...	23.53
CARD CENTER	STRICKLAND OCT 2022	11/15/2022	THE EMBLEM AUTHORITY/AME...	45.00
CARD CENTER	STRICKLAND OCT 2022	11/15/2022	MESSENGER TOTAL/NAMES ON ..	40.00
CARD CENTER	STRICKLAND OCT 2022	11/15/2022	MILITARY OUTLET/UNIFORM E...	40.00
CARD CENTER	STRICKLAND OCT 2022	11/15/2022	MESSENGER TOTAL/UNIFORMS	60.00
CARD CENTER	STRICKLAND OCT 2022	11/15/2022	SAFE KIDS/CHILDSEAT INSTALL ...	55.00
CARD CENTER	STRICKLAND OCT 2022	11/15/2022	SEARS/WASHING MACHINE FOR..	430.00
CARD CENTER	VOSBURG OCT 2022	11/15/2022	ESUTURES/MEDICAL SUPPLIES	2,229.00
CARD CENTER	VOSBURG OCT 2022	11/15/2022	VEND NOVATION/VENDING SO...	2,400.00
CARD CENTER	VOSBURG OCT 2022	11/15/2022	KEMSA/SERVICE MEMBERSHIP ...	150.00
Vendor 067805 - CARD CENTER Total:				7,031.61
Vendor: 043271 - KANSAS GAS SERVICE				
KANSAS GAS SERVICE	INV0025170	11/16/2022	700 N JEFFERSON-	25.52
Vendor 043271 - KANSAS GAS SERVICE Total:				25.52
Vendor: 00970 - VERIZON WIRELESS				
VERIZON WIRELESS	9920479357 FIRE AMB	11/21/2022	785-209-0255 VOSBURG	49.01
VERIZON WIRELESS	9920479357 FIRE AMB	11/21/2022	785-492-4983 561-M4	49.01
VERIZON WIRELESS	9920479357 FIRE AMB	11/21/2022	785-802-8369 TAB 03 UNIT 563	40.01
VERIZON WIRELESS	9920479357 FIRE AMB	11/21/2022	785-492-4981 564-M1	49.01
VERIZON WIRELESS	9920479357 FIRE AMB	11/21/2022	785-492-4982 565-M5	49.01
VERIZON WIRELESS	9920479357 FIRE AMB	11/21/2022	785-492-4980 562-M3	49.01
VERIZON WIRELESS	9920479357 FIRE AMB	11/21/2022	785-802-8370 TAB 04 UNIT 564	40.01
VERIZON WIRELESS	9920479357 FIRE AMB	11/21/2022	785-492-1766 563-M2	49.01
VERIZON WIRELESS	9920479357 FIRE AMB	11/21/2022	785-802-8367 TAB 02 UNIT 562	40.01
VERIZON WIRELESS	9920479357 FIRE AMB	11/21/2022	785-492-7734 CHIEF	54.01
VERIZON WIRELESS	9920479357 FIRE AMB	11/21/2022	785-802-8381 JCFD ROUTER 1	40.01
VERIZON WIRELESS	9920479357 FIRE AMB	11/21/2022	785-802-8380 JCFD MIFI	40.01
VERIZON WIRELESS	9920479357 FIRE AMB	11/21/2022	785-802-8371 TAB 05 UNIT 565	40.01
VERIZON WIRELESS	9920479357 FIRE AMB	11/21/2022	785-802-8372 TAB 06 UNIT 560	40.01
VERIZON WIRELESS	9920479357 FIRE AMB	11/21/2022	785-802-8365 TAB 01 UNIT 561	40.01
Vendor 00970 - VERIZON WIRELESS Total:				668.15
Department 018 - EMERGENCY MEDICAL SERVICES Total:				7,725.28
Department: 019 - ANIMAL SHELTER				
Vendor: 067805 - CARD CENTER				
CARD CENTER	Gray Oct 2022	11/15/2022	Chewy.com-lams Dry Dog Food	415.91
CARD CENTER	Gray Oct 2022	11/15/2022	Chewy.com-lams Dry Dog Food	495.67
CARD CENTER	Gray Oct 2022	11/15/2022	Chewy.com-lams Dry Dog Food	239.90
CARD CENTER	Gray Oct 2022	11/15/2022	Chewy.com-lams Dry Dog Food	415.91
CARD CENTER	Gray Oct 2022	11/15/2022	Chewy.com-Cooling/Heating pa...	165.93
CARD CENTER	Gray Oct 2022	11/15/2022	Amazon-lams Dry Dog Food	342.20
CARD CENTER	Gray Oct 2022	11/15/2022	Chewy.com-Frisco Cat Litter	90.63
CARD CENTER	Gray Oct 2022	11/15/2022	Chewy.com-Frisco Cat Litter	90.63
CARD CENTER	Gray Oct 2022	11/15/2022	Chewy.com-Frisco Cat Litter	83.88
CARD CENTER	Gray Oct 2022	11/15/2022	Amazon-Puppy/Cats ID Collars	39.75
CARD CENTER	Gray Oct 2022	11/15/2022	Chewy.com-Frisco Cat Litter	83.88
CARD CENTER	Gray Oct 2022	11/15/2022	Chewy.com-Frisco Cat Litter	83.88
CARD CENTER	Gray Oct 2022	11/15/2022	Amazon-Heavy Duty Puppy Rope	20.39
CARD CENTER	Gray Oct 2022	11/15/2022	Chewy.com-PoweredMilk-Supp...	111.80

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CARD CENTER	Gray Oct 2022	11/15/2022	Amazon-Puppy/Cats ID Collars (...)	45.74
CARD CENTER	Gray Oct 2022	11/15/2022	HomeDepot-FrontLoaderWashi...	767.99
CARD CENTER	Gray Oct 2022	11/15/2022	Amazon-Toucan Auto EZ Foame...	34.99
CARD CENTER	Gray Oct 2022	11/15/2022	Amazon-Dawn Dish Soap	16.86
CARD CENTER	Gray Oct 2022	11/15/2022	Amazon-PackingTape,RefillInk,...	31.71
CARD CENTER	Gray Oct 2022	11/15/2022	Amazon-Sticky Notes	6.95
CARD CENTER	Gray Oct 2022	11/15/2022	Amazon-Propper Womans Unif...	29.99
CARD CENTER	Gray Oct 2022	11/15/2022	Amazon-Personalized 6 Feet Fit...	86.50
CARD CENTER	Gray Oct 2022	11/15/2022	PizzaHut-KS Shelter-Medicine-S...	76.81
CARD CENTER	Gray Oct 2022	11/15/2022	Beyond Menu-KSShelter-Medic...	71.07
CARD CENTER	Sinklier Oct 2022	11/15/2022	Town&Country-September2022...	557.16
CARD CENTER	Sinklier Oct 2022	11/15/2022	Flint Hills-101034-Tortoise-Exam...	141.70
CARD CENTER	Sinklier Oct 2022	11/15/2022	Animal Doctor-22-German She...	70.00
Vendor 067805 - CARD CENTER Total:				4,617.83
Vendor: 043802 - EVERGY				
EVERGY	INV0025188	11/17/2022	2424 N JACKSON -	320.71
Vendor 043802 - EVERGY Total:				320.71
Vendor: 043271 - KANSAS GAS SERVICE				
KANSAS GAS SERVICE	INV0025201	11/21/2022	2424 N JACKSON - ANIMAL SHEL...	310.45
Vendor 043271 - KANSAS GAS SERVICE Total:				310.45
Vendor: 00970 - VERIZON WIRELESS				
VERIZON WIRELESS	JCPD Nov 2022	11/18/2022	JCPD/AS-November 2022-(Cell)	82.82
Vendor 00970 - VERIZON WIRELESS Total:				82.82
Department 019 - ANIMAL SHELTER Total:				5,331.81
Department: 022 - BUILDING CODES & INSPECTIONS				
Vendor: 067805 - CARD CENTER				
CARD CENTER	BROWN OCT 2022	11/15/2022	USPS STAMPS/POSTAGE FOR BL...	300.00
CARD CENTER	KRAJKOSKI OCT 2022	11/15/2022	STAMPS COM/POSTAGE FOR BL...	83.85
CARD CENTER	KRAJKOSKI OCT 2022	11/15/2022	USPS/POSTAGE FOR BLIGHTS A...	26.40
CARD CENTER	KRAJKOSKI OCT 2022	11/15/2022	USPS/POSTAGE FOR BLIGHTS A...	9.90
Vendor 067805 - CARD CENTER Total:				420.15
Vendor: 00970 - VERIZON WIRELESS				
VERIZON WIRELESS	9920479357 CODES	11/21/2022	PERMIT TECH CELL 785-492-91...	41.41
VERIZON WIRELESS	9920479357 CODES	11/21/2022	TOMMY SETTEMBRINO CELL 78...	41.41
VERIZON WIRELESS	9920479357 CODES	11/21/2022	CODES TABLET 3 785-307-4385	40.01
VERIZON WIRELESS	9920479357 CODES	11/21/2022	CODES TABLET 4 785-307-4992	40.01
VERIZON WIRELESS	9920479357 CODES	11/21/2022	CODES TABLET 2 785-307-3084	40.01
VERIZON WIRELESS	9920479357 CODES	11/21/2022	AMES HOWARD CELL 785-341-...	41.41
VERIZON WIRELESS	9920479357 CODES	11/21/2022	CODES TABLET 5 785-530-9127	40.01
VERIZON WIRELESS	9920479357 CODES	11/21/2022	CODES TABLET 785-307-2787	40.01
VERIZON WIRELESS	9920479357 CODES	11/21/2022	SARAH BROWN CELL 785-492-9...	41.41
VERIZON WIRELESS	9920479357 CODES	11/21/2022	RON GUFFEY CELL 785-492-9342	41.41
VERIZON WIRELESS	9920479357 CODES	11/21/2022	STEVE KRAJKOSKI CELL 785-492...	41.41
Vendor 00970 - VERIZON WIRELESS Total:				448.51
Department 022 - BUILDING CODES & INSPECTIONS Total:				868.66
Department: 023 - LAW ENFORCEMENT DEPARTMENT				
Vendor: 067805 - CARD CENTER				
CARD CENTER	AGUILAR, OCT 2022	11/15/2022	IRRIGATION PARTS, P.D.	14.99
CARD CENTER	AGUILAR, OCT 2022	11/15/2022	IRRIGATION PARTS, P.D.	28.65
CARD CENTER	Blake Oct 2022	11/15/2022	Chewy.com-Training Dog Chain...	23.94
CARD CENTER	Blake Oct 2022	11/15/2022	Chewy.com-Dog Food for Barney	148.18
CARD CENTER	Blake Oct 2022	11/15/2022	Orscheln-Hay Bales for Barney	30.00
CARD CENTER	Blake Oct 2022	11/15/2022	BoxNShip-Bubble Wrap	1.45
CARD CENTER	Blake Oct 2022	11/15/2022	SappBros-Vehicle Washes	137.50
CARD CENTER	Borges Oct 2022	11/15/2022	Bouncy Houses-Bouncy House ...	183.00
CARD CENTER	Borges Oct 2022	11/15/2022	Walmart-Candy For Halloween	92.10
CARD CENTER	Murphy Oct 2022	11/15/2022	Orscheln-Cheda-Dog Food	68.99
CARD CENTER	Murphy Oct 2022	11/15/2022	KTA-22-2041-Homicide Toll Fees	4.00

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CARD CENTER	Murphy Oct 2022	11/15/2022	Handys-22-20411-Homicide Sna...	20.51
CARD CENTER	Murphy Oct 2022	11/15/2022	JimmyJohns-22-20411-Homicide...	38.81
CARD CENTER	Murphy Oct 2022	11/15/2022	Walmart-64G USB	60.94
CARD CENTER	Nichols Oct 2022	11/15/2022	Cox Kansas-PD Internet	109.95
CARD CENTER	Nichols Oct 2022	11/15/2022	Cox Kansas-PD Internet	174.79
CARD CENTER	Riley Oct 2022	11/15/2022	PocketPress-127268-KS Criminal...	88.95
CARD CENTER	Riley Oct 2022	11/15/2022	Honor-DispatcherPatch-Creatio...	51.99
CARD CENTER	Riley Oct 2022	11/15/2022	APCO-APCO International 2023...	632.00
CARD CENTER	Sinklier Oct 2022	11/15/2022	Walmart-Hamburger/HotDog/C...	356.90
CARD CENTER	Sinklier Oct 2022	11/15/2022	KSGov-Tags-2022 Dodge Duran...	29.47
CARD CENTER	Sinklier Oct 2022	11/15/2022	Walmart-Halloween Decoration...	33.34
CARD CENTER	Sinklier Oct 2022	11/15/2022	Walmart-HamburgerBuns/Hot...	34.00
CARD CENTER	Sinklier Oct 2022	11/15/2022	Walmart-HalloweenCandy to h...	67.66
CARD CENTER	Sinklier Oct 2022	11/15/2022	Catlett-490788-2YR Warranty B...	193.99
CARD CENTER	Sinklier Oct 2022	11/15/2022	Catlett-490337-Gen 3 HUB Assy	319.99
CARD CENTER	Sinklier Oct 2022	11/15/2022	Catlett-488077-Alternator-Serp...	447.04
CARD CENTER	Sinklier Oct 2022	11/15/2022	Catlett-489153-Reman Starter-...	283.99
CARD CENTER	Sinklier Oct 2022	11/15/2022	Catlett-492481-Brake Rotor	159.98
CARD CENTER	Sinklier Oct 2022	11/15/2022	Catlett-488757-Radiator	264.99
CARD CENTER	Sinklier Oct 2022	11/15/2022	Catlett-493206-Brake Hose	24.99
CARD CENTER	Sinklier Oct 2022	11/15/2022	Catlett-491093-Core Deposit-Re...	-18.00
CARD CENTER	Sinklier Oct 2022	11/15/2022	Catlett-489521-Return of Core ...	-55.00
CARD CENTER	Sinklier Oct 2022	11/15/2022	Catlett-494186-Coolant Reservo...	74.09
CARD CENTER	Sinklier Oct 2022	11/15/2022	Catlett-493071-DiscPad(2)-Cont...	224.47
CARD CENTER	Sinklier Oct 2022	11/15/2022	Catlett-488189-Reman Starter-...	-66.00
CARD CENTER	Sinklier Oct 2022	11/15/2022	Catlett-491095-Return of Warr...	-159.99
CARD CENTER	Sinklier Oct 2022	11/15/2022	Remarkable2-Subscription Mon...	2.99
CARD CENTER	Sinklier Oct 2022	11/15/2022	Remarkable2-Subscription Mon...	2.99
CARD CENTER	Sinklier Oct 2022	11/15/2022	Remarkable2-Subscription Mon...	2.99
CARD CENTER	Sinklier Oct 2022	11/15/2022	Remarkable2-Subscription Mon...	2.99
CARD CENTER	Sinklier Oct 2022	11/15/2022	Remarkable2-Subscription Mon...	2.99
CARD CENTER	Sinklier Oct 2022	11/15/2022	Remarkable2-Subscription Mon...	2.99
CARD CENTER	Sinklier Oct 2022	11/15/2022	Remarkable2-Subscription Mon...	2.99
CARD CENTER	Sinklier Oct 2022	11/15/2022	Remarkable2-Subscription Mon...	2.99
CARD CENTER	Sinklier Oct 2022	11/15/2022	Remarkable2-Subscription Mon...	2.99
CARD CENTER	Sinklier Oct 2022	11/15/2022	Remarkable2-Subscription Mon...	2.99
CARD CENTER	Sinklier Oct 2022	11/15/2022	Remarkable2-Subscription Mon...	2.99
CARD CENTER	Sinklier Oct 2022	11/15/2022	Remarkable2-Subscription Mon...	2.99
CARD CENTER	Sinklier Oct 2022	11/15/2022	Remarkable2-Subscription Mon...	2.99
CARD CENTER	Sinklier Oct 2022	11/15/2022	Box N Ship-Mailing of Polygraph...	37.64
CARD CENTER	Sinklier Oct 2022	11/15/2022	Public Safety-Resubmit-Original ..	160.00
CARD CENTER	Sinklier Oct 2022	11/15/2022	ATT&T-440307-File#353057-Ping	350.00
CARD CENTER	Sloan Oct 2022	11/15/2022	Amazon-Hand Towels	35.00
CARD CENTER	Sloan Oct 2022	11/15/2022	Waters-Bolts and Screws	9.60
CARD CENTER	Sloan Oct 2022	11/15/2022	Waters-Bolts and Scres for Taser..	6.06
CARD CENTER	Sloan Oct 2022	11/15/2022	Amazon-Febreze Air Freshener ...	5.44
CARD CENTER	Sloan Oct 2022	11/15/2022	JimClark-6117-Unit#218-OilCha...	80.74
CARD CENTER	Sloan Oct 2022	11/15/2022	Oreilly-0208-227908-NewCVSha...	70.06
CARD CENTER	Sloan Oct 2022	11/15/2022	JimClark-6859-Unit#234-OilCha...	105.59
CARD CENTER	Sloan Oct 2022	11/15/2022	Amazon-Trunk Organizer for SUV	60.98
CARD CENTER	Sloan Oct 2022	11/15/2022	JimClark-6679-Unit#210-OilCha...	106.27
CARD CENTER	Sloan Oct 2022	11/15/2022	JimClark-6286-Unit#208-OilCha...	50.95
CARD CENTER	Sloan Oct 2022	11/15/2022	Oreilly-0208-229283-ClantResrv...	49.23
CARD CENTER	Sloan Oct 2022	11/15/2022	Autozone-5 Peice BussmannBla...	10.78
CARD CENTER	Sloan Oct 2022	11/15/2022	Oreilly-0208-229813-HeadLight...	12.34
CARD CENTER	Sloan Oct 2022	11/15/2022	Oreilly-0208-227159-BracktedC...	83.77

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CARD CENTER	Sloan Oct 2022	11/15/2022	JimClark-6191-Unit#204-Replac...	148.40
CARD CENTER	Sloan Oct 2022	11/15/2022	JimClark-6161-Unit#228-OilCha...	156.73
CARD CENTER	Sloan Oct 2022	11/15/2022	Oreilly-0208-228468-F/BMod ...	272.00
CARD CENTER	Sloan Oct 2022	11/15/2022	Oreilly-0208-230421-MotorOil	29.99
CARD CENTER	Sloan Oct 2022	11/15/2022	Oreilly-0208-226735-Ceramic P...	49.17
CARD CENTER	Sloan Oct 2022	11/15/2022	Firestone-205007-Unit#208-Tir...	407.80
CARD CENTER	Sloan Oct 2022	11/15/2022	JimClark-6013-Unit#210-OilCha...	471.35
CARD CENTER	Sloan Oct 2022	11/15/2022	JimClark-5463-Unit#202-OilCha...	473.57
CARD CENTER	Sloan Oct 2022	11/15/2022	Amazon-Windshield Wiper Caps	14.66
CARD CENTER	Sloan Oct 2022	11/15/2022	Godfreys-S11980-OuterDutyBel...	22.79
CARD CENTER	Sloan Oct 2022	11/15/2022	WilderTactical-Black Buckel for...	29.37
CARD CENTER	Sloan Oct 2022	11/15/2022	Amazon-Uniform Jacket-Jackson	51.98
CARD CENTER	Sloan Oct 2022	11/15/2022	Galls-Nameplate for Jackson	37.35
CARD CENTER	Sloan Oct 2022	11/15/2022	Honor-967-Logo Embroidery on...	83.20
CARD CENTER	Sloan Oct 2022	11/15/2022	Amazon-VelcroWrapBeltMount ..	31.00
CARD CENTER	Sloan Oct 2022	11/15/2022	Amazon-EarmuffsForMau, 30 Pi...	35.45
CARD CENTER	Sloan Oct 2022	11/15/2022	Amazon-(2) Tactical Black Shirts...	99.98
CARD CENTER	Sloan Oct 2022	11/15/2022	Amazon-Tactical pants-Sanchez,...	283.42
CARD CENTER	Sloan Oct 2022	11/15/2022	Galls-Polo for Boltz/Jackson,Shir...	270.91
CARD CENTER	Sloan Oct 2022	11/15/2022	Amazon-TacticalBoots-Boltz	100.00
CARD CENTER	Sloan Oct 2022	11/15/2022	Amazon-TacticalBoots/Tacticon...	156.25
CARD CENTER	Sloan Oct 2022	11/15/2022	Amazon-Boots for Babcock,S-L...	134.98
CARD CENTER	Sloan Oct 2022	11/15/2022	JimClark-6679-Unit#210-OilCha...	33.00
CARD CENTER	Sloan Oct 2022	11/15/2022	CityCycle-36193-2009HarleyDav...	310.94
CARD CENTER	Sloan Oct 2022	11/15/2022	JimClark-6321-Unit#204-Battery..	26.45
CARD CENTER	Sloan Oct 2022	11/15/2022	JimClark-6286-Unit#208-OilCha...	152.64
CARD CENTER	Sloan Oct 2022	11/15/2022	JimClark-6454-Unit#970-Replac...	146.28
CARD CENTER	Sloan Oct 2022	11/15/2022	JimClark-6117-Unit#218-OilCha...	140.00
CARD CENTER	Sloan Oct 2022	11/15/2022	JimClark-5463-Unit#202-OilCha...	119.90
CARD CENTER	Sloan Oct 2022	11/15/2022	JimClark-6859-Unit#234-OilCha...	55.00
CARD CENTER	Sloan Oct 2022	11/15/2022	JimClark-5986-Unit#229-ResetA...	105.95
CARD CENTER	Sloan Oct 2022	11/15/2022	JimClark-6486-Unit#226-OilCha...	62.29
CARD CENTER	Sloan Oct 2022	11/15/2022	JimClark-6447-Unit#200-Oil Ch...	62.29
CARD CENTER	Sloan Oct 2022	11/15/2022	JimClark-6229-Unit#246-OilCha...	68.36
CARD CENTER	Sloan Oct 2022	11/15/2022	JimClark-6095-Unit#204-OilCha...	72.34
CARD CENTER	Sloan Oct 2022	11/15/2022	JimClark-6716-Unit#202-OilCha...	73.29
CARD CENTER	Sloan Oct 2022	11/15/2022	JimClark-6161-Unit#228-OilCha...	107.95
CARD CENTER	Sloan Oct 2022	11/15/2022	JimClark-6013-Unit#210-OilCha...	82.90
CARD CENTER	Thomas Oct 2022	11/15/2022	Uline-Storage Boxes	952.60
CARD CENTER	Thomas Oct 2022	11/15/2022	Amazon-Organizational Supplies	32.51
CARD CENTER	Thomas Oct 2022	11/15/2022	Ace Hardware-Training Class Su...	45.51
CARD CENTER	Thomas Oct 2022	11/15/2022	Amazon-CD/DVD-Storage Case	182.16
CARD CENTER	Thomas Oct 2022	11/15/2022	Sirchie-Carbon Filter for Cyanos...	636.74
CARD CENTER	Thomas Oct 2022	11/15/2022	KTA-2022-20411-Homicide Toll ...	1.50
CARD CENTER	Thomas Oct 2022	11/15/2022	KTA-2022-20411-Homicide Toll ...	4.00
Vendor 067805 - CARD CENTER Total:				12,246.88
Vendor: 00970 - VERIZON WIRELESS				
VERIZON WIRELESS	JCPD Nov 2022	11/18/2022	JCPD-November 2022-(Cell)	2,947.69
Vendor 00970 - VERIZON WIRELESS Total:				2,947.69
Vendor: 01345 - WOODRIVER ENERGY LLC				
WOODRIVER ENERGY LLC	INV0025185	11/17/2022	JCPD-WAREHOUSE--312 E 9TH	12.89
WOODRIVER ENERGY LLC	INV0025185	11/17/2022	JCPD-210 E 9TH	32.22
Vendor 01345 - WOODRIVER ENERGY LLC Total:				45.11
Department 023 - LAW ENFORCEMENT DEPARTMENT Total:				15,239.68
Department: 024 - FIRE DEPARTMENT				
Vendor: 067805 - CARD CENTER				
CARD CENTER	HEINDEL OCT 2022	11/15/2022	GODFREY'S/JOB SHIRTS	124.66
CARD CENTER	HEINDEL OCT 2022	11/15/2022	DELTA FIRE/REPAIR GEAR FOR ...	122.41
CARD CENTER	LANKSAS OCT 2022	11/15/2022	AMAZON/BATTERIES	12.99

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CARD CENTER	LANKSAS OCT 2022	11/15/2022	AMAZON/FIRE SAFETY BOOKS	15.98
CARD CENTER	LANKSAS OCT 2022	11/15/2022	AMAZON/ELECTRIC PENCIL SHA...	14.88
CARD CENTER	LANKSAS OCT 2022	11/15/2022	AMAZON/PAINT BRUSHES FOR ...	55.99
CARD CENTER	LANKSAS OCT 2022	11/15/2022	ATT/FIRST NET - CELL PHONE C...	71.24
CARD CENTER	LANKSAS OCT 2022	11/15/2022	KS IAAI/FIRE INVESTIGATION R...	260.00
CARD CENTER	LANKSAS OCT 2022	11/15/2022	DIVE RESCUE INT'L/DIVE RESCU...	100.00
CARD CENTER	NELSON OCT 2022	11/15/2022	WATERS/LONG NOSE PLIERS	43.98
CARD CENTER	NELSON OCT 2022	11/15/2022	WALMART/MARKERS	9.28
CARD CENTER	NELSON OCT 2022	11/15/2022	WATERS/PAITN CAN OPENERS, ...	13.68
CARD CENTER	NELSON OCT 2022	11/15/2022	MIDWEST ACE HARDWARE/PAI...	66.95
CARD CENTER	NELSON OCT 2022	11/15/2022	LIGHTHOUSE LANDING/LODGI...	391.28
CARD CENTER	STRICKLAND OCT 2022	11/15/2022	WATERS/KEY RINGS, DRYER PA...	5.93
CARD CENTER	STRICKLAND OCT 2022	11/15/2022	AUTOZONE/WASH SPONGE	7.49
CARD CENTER	STRICKLAND OCT 2022	11/15/2022	BLOWHARD CO/BATTERY PACK	595.00
CARD CENTER	STRICKLAND OCT 2022	11/15/2022	WATERS/DRYWALL KNIFE	3.79
CARD CENTER	STRICKLAND OCT 2022	11/15/2022	SALISBURY SUPPLY/SAWS, BAT...	546.49
CARD CENTER	STRICKLAND OCT 2022	11/15/2022	GODFREY'S/RETURN UNIFORM ...	-69.99
CARD CENTER	STRICKLAND OCT 2022	11/15/2022	THE EMBLEM AUTHORITY/AME...	45.00
CARD CENTER	STRICKLAND OCT 2022	11/15/2022	GODFREY'S/UNIFORM SWEATS...	69.99
CARD CENTER	STRICKLAND OCT 2022	11/15/2022	COURTYARDBYMARRIOTT/LOD...	166.97
CARD CENTER	STRICKLAND OCT 2022	11/15/2022	SEARS/WASHING MACHINE FOR...	429.99
Vendor 067805 - CARD CENTER Total:				3,103.98

Vendor: 043271 - KANSAS GAS SERVICE

KANSAS GAS SERVICE	INV0025170	11/16/2022	700 N JEFFERSON-	25.53
KANSAS GAS SERVICE	INV0025223	11/28/2022	2245 LACY DR-FIRE	159.14
Vendor 043271 - KANSAS GAS SERVICE Total:				184.67

Vendor: 00970 - VERIZON WIRELESS

VERIZON WIRELESS	9920479357 FIRE AMB	11/21/2022	785-492-8734 FIRE	49.01
VERIZON WIRELESS	9920479357 FIRE AMB	11/21/2022	785-802-8373 TAB 07 UNIT 510	40.01
VERIZON WIRELESS	9920479357 FIRE AMB	11/21/2022	785-802-8374 TAB 08 UNIT 520	40.01
VERIZON WIRELESS	9920479357 FIRE AMB	11/21/2022	785-802-8377 TAB 11 UNIT 540	40.01
VERIZON WIRELESS	9920479357 FIRE AMB	11/21/2022	785-802-8375 TAB 09 UNIT 530	40.01
VERIZON WIRELESS	9920479357 FIRE AMB	11/21/2022	785-492-4989 520-E2	49.01
VERIZON WIRELESS	9920479357 FIRE AMB	11/21/2022	785-802-8376 TAB 10 UNIT 550	40.01
VERIZON WIRELESS	9920479357 FIRE AMB	11/21/2022	785-802-8379 TAB 13	40.01
VERIZON WIRELESS	9920479357 FIRE AMB	11/21/2022	785-802-8382 JCFD ROUTER 2	40.01
VERIZON WIRELESS	9920479357 FIRE AMB	11/21/2022	785-802-8383 JCFD ROUTER 3	40.01
VERIZON WIRELESS	9920479357 FIRE AMB	11/21/2022	785-307-7803 550-T2	49.01
VERIZON WIRELESS	9920479357 FIRE AMB	11/21/2022	785-307-5772 540 R2	49.01
VERIZON WIRELESS	9920479357 FIRE AMB	11/21/2022	785-492-1793 510-E1	49.01
VERIZON WIRELESS	9920479357 FIRE AMB	11/21/2022	785-802-8123 TABLET NELSON	40.01
VERIZON WIRELESS	9920479357 FIRE AMB	11/21/2022	785-802-8378 TAB 12 UNIT 542	40.01
VERIZON WIRELESS	9920479357 FIRE AMB	11/21/2022	785-492-7687 NELSON	49.01
VERIZON WIRELESS	9920479357 FIRE AMB	11/21/2022	785-209-2804 JC FIRE TABLET	40.01
Vendor 00970 - VERIZON WIRELESS Total:				734.17

Department 024 - FIRE DEPARTMENT Total: **4,022.82**

Department: 025 - STREET DEPARTMENT

Vendor: 017700 - DS&O RURAL ELECTRIC

DS&O RURAL ELECTRIC	INV0025187	11/17/2022	QUINTON POINT SIREN	55.65
DS&O RURAL ELECTRIC	INV0025187	11/17/2022	1807 LYDIA LN-WARNING SIREN	55.50
DS&O RURAL ELECTRIC	INV0025187	11/17/2022	LIGHTS AT HARGRAVES #2	86.36
DS&O RURAL ELECTRIC	INV0025187	11/17/2022	LIGHTS AT HUNTERS RIDGE	769.49
DS&O RURAL ELECTRIC	INV0025187	11/17/2022	LIGHTS AT SUTTERWOODS	417.11
DS&O RURAL ELECTRIC	INV0025187	11/17/2022	2404 K-18 HWY	374.69
DS&O RURAL ELECTRIC	INV0025187	11/17/2022	LIGHTS ALONG SVR	361.00
DS&O RURAL ELECTRIC	INV0025187	11/17/2022	LIGHTS AT SUTTER HIGHLANDS	341.04
DS&O RURAL ELECTRIC	INV0025187	11/17/2022	NORTH 1/2 BLUE JAY WAY	276.36
DS&O RURAL ELECTRIC	INV0025187	11/17/2022	LIGHTS AT OLIVIA FARMS	252.47
DS&O RURAL ELECTRIC	INV0025187	11/17/2022	SOUTH 1/2 BLUE JAY WAY	190.00

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Vendor Name	Payable Number	Post Date	Description (Item)	Amount
DS&O RURAL ELECTRIC	INV0025187	11/17/2022	LIGHTS AT HARGRAVES#5	172.73
DS&O RURAL ELECTRIC	INV0025187	11/17/2022	LIGHTS AT MANN'S RANCH	116.50
DS&O RURAL ELECTRIC	INV0025187	11/17/2022	LIGHTS AT INDIAN RIDGE/J.CITY	55.86
DS&O RURAL ELECTRIC	INV0025187	11/17/2022	ROUNDAABOUT LIGHT	110.31
DS&O RURAL ELECTRIC	INV0025187	11/17/2022	LIGHTS AT MANN'S RANCH #2	24.50
DS&O RURAL ELECTRIC	INV0025187	11/17/2022	LIGHTS AT HARGRAVES #3	49.35
DS&O RURAL ELECTRIC	INV0025187	11/17/2022	LIGHTS AT HILLTOP #5	10.85
DS&O RURAL ELECTRIC	INV0025187	11/17/2022	LIGHTS AT RUSSUEL JOHNSON ...	36.75
DS&O RURAL ELECTRIC	INV0025187	11/17/2022	LIGHTS AT HARGRAVES #1	32.90
DS&O RURAL ELECTRIC	INV0025187	11/17/2022	LIGHTS AT HARGRAVES #4	16.45
DS&O RURAL ELECTRIC	INV0025187	11/17/2022	K-18 HWY/SPRING VALLEY RD	691.82
Vendor 017700 - DS&O RURAL ELECTRIC Total:				4,497.69
Vendor: 043802 - EVERGY				
EVERGY	INV0025190	11/17/2022	1907 LACY DR SIREN	28.06
EVERGY	INV0025196	11/21/2022	1204 W 8TH ST-MAY 2020	40.57
EVERGY	INV0025200	11/21/2022	219 E 6th	123.83
EVERGY	INV0025200	11/21/2022	110 W 6th	23.87
EVERGY	INV0025200	11/21/2022	225 W 7th	23.87
Vendor 043802 - EVERGY Total:				240.20
Vendor: 043271 - KANSAS GAS SERVICE				
KANSAS GAS SERVICE	INV0025171	11/16/2022	2324 N JACKSON-PUBLIC WORKS	19.98
KANSAS GAS SERVICE	INV0025223	11/28/2022	2324 1/2 N JACKSON	130.66
Vendor 043271 - KANSAS GAS SERVICE Total:				150.64
Vendor: 00970 - VERIZON WIRELESS				
VERIZON WIRELESS	INV0025205	11/21/2022	STREET CREW-492-2184	40.01
VERIZON WIRELESS	INV0025205	11/21/2022	STREET 3-761-5218	24.24
VERIZON WIRELESS	INV0025205	11/21/2022	HORN-761-5254	24.24
VERIZON WIRELESS	INV0025205	11/21/2022	UTILITY 1-223-1241	24.24
VERIZON WIRELESS	INV0025205	11/21/2022	ON CALL-223-1508	24.24
VERIZON WIRELESS	INV0025205	11/21/2022	ZISHKA STREETS-492-2211	40.01
VERIZON WIRELESS	INV0025205	11/21/2022	JC STREETS 1 761-6272	40.01
VERIZON WIRELESS	INV0025205	11/21/2022	TENORIO-761-5450	24.24
VERIZON WIRELESS	INV0025205	11/21/2022	JC STREETS 761-6091	40.01
VERIZON WIRELESS	INV0025205	11/21/2022	SAMSUNG TAB A1-492-2335	40.01
VERIZON WIRELESS	INV0025205	11/21/2022	SAMSUNG TAB A2-492-2338	40.01
VERIZON WIRELESS	INV0025205	11/21/2022	LEWIS-761-5415	41.41
VERIZON WIRELESS	INV0025205	11/21/2022	J BERGMANN 761-6813	41.41
VERIZON WIRELESS	INV0025205	11/21/2022	IBARRA-223-1232	46.41
VERIZON WIRELESS	INV0025205	11/21/2022	JC TABLET 473-6377	40.01
VERIZON WIRELESS	INV0025205	11/21/2022	GAGER FLEET-492-2616	40.01
VERIZON WIRELESS	INV0025205	11/21/2022	JC TABLET 473-6099	40.01
VERIZON WIRELESS	INV0025205	11/21/2022	HALL-761-5396	24.24
Vendor 00970 - VERIZON WIRELESS Total:				634.76
Department 025 - STREET DEPARTMENT Total:				5,523.29
Department: 029 - LEGAL DEPARTMENT				
Vendor: 00970 - VERIZON WIRELESS				
VERIZON WIRELESS	INV0025203	11/21/2022	785-307-0016--CITY PROSECUT...	41.41
Vendor 00970 - VERIZON WIRELESS Total:				41.41
Department 029 - LEGAL DEPARTMENT Total:				41.41
Department: 030 - MUNICIPAL COURT				
Vendor: 03780 - CLANTON, STACI LYNN				
CLANTON, STACI LYNN	INV0025192	11/18/2022	CLANTON, STACI LYNN	200.00
Vendor 03780 - CLANTON, STACI LYNN Total:				200.00
Vendor: 03787 - COX, KENNETH				
COX, KENNETH	INV0025206	11/21/2022	COX, KENNETH	35.00
Vendor 03787 - COX, KENNETH Total:				35.00

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Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Vendor: 03781 - GARCIA, DANISSA A				
GARCIA, DANISSA A	INV0025193	11/18/2022	GARCIA, DANISSA A	75.00
Vendor 03781 - GARCIA, DANISSA A Total:				75.00
Vendor: 043271 - KANSAS GAS SERVICE				
KANSAS GAS SERVICE	INV0025202	11/21/2022	701 N JEFFERSON-Nov 2022	189.57
Vendor 043271 - KANSAS GAS SERVICE Total:				189.57
Vendor: 03782 - USA INN				
USA INN	INV0025194	11/21/2022	Restitution USA Inn 11212022 ...	260.00
Vendor 03782 - USA INN Total:				260.00
Vendor: 00970 - VERIZON WIRELESS				
VERIZON WIRELESS	INV0025203	11/21/2022	785-530-9541 MUNICIPAL COU...	41.41
Vendor 00970 - VERIZON WIRELESS Total:				41.41
Department 030 - MUNICIPAL COURT Total:				800.98
Department: 040 - C.L. HOOVER OPERA HOUSE				
Vendor: 043802 - EVERGY				
EVERGY	INV0025197	11/21/2022	135 W 7TH-JAN 2016(OPERA)	3,691.46
Vendor 043802 - EVERGY Total:				3,691.46
Vendor: 043271 - KANSAS GAS SERVICE				
KANSAS GAS SERVICE	INV0025170	11/16/2022	133 W 7TH-CL HOOVER OPERA ...	77.42
Vendor 043271 - KANSAS GAS SERVICE Total:				77.42
Department 040 - C.L. HOOVER OPERA HOUSE Total:				3,768.88
Department: 048 - RECREATION DEPARTMENT				
Vendor: 067805 - CARD CENTER				
CARD CENTER	AGUILAR, OCT 2022	11/15/2022	BRITT'S FARMS, STRAW BALES ...	95.88
CARD CENTER	GRAY, OCT 2022	11/15/2022	SPIRIT HALLOWEEN, HALLOWE...	116.92
CARD CENTER	GRAY, OCT 2022	11/15/2022	WALMART, HALLOWEEN DECOR..	36.44
CARD CENTER	GRAY, OCT 2022	11/15/2022	WALMART, FOG MACHINE, ALL ...	32.48
CARD CENTER	GRAY, OCT 2022	11/15/2022	WALMART, HALLOWEEN DECOR..	13.80
Vendor 067805 - CARD CENTER Total:				295.52
Vendor: 043271 - KANSAS GAS SERVICE				
KANSAS GAS SERVICE	INV0025223	11/28/2022	1002 W 12TH	602.68
Vendor 043271 - KANSAS GAS SERVICE Total:				602.68
Vendor: 00970 - VERIZON WIRELESS				
VERIZON WIRELESS	INV0025204	11/21/2022	3067 REC MGR SWIHART	41.41
Vendor 00970 - VERIZON WIRELESS Total:				41.41
Department 048 - RECREATION DEPARTMENT Total:				939.61
Fund 001 - GENERAL FUND Total:				314,944.66
Fund: 002 - GRANT FUND				
Department: 000 - NON-DEPARTMENTAL				
Vendor: 066230 - AMERICAN FAMILY LIFE ASSURANCE COMPANY				
AMERICAN FAMILY LIFE ASSUR...	INV0025157	11/18/2022	VSP Vision Insurance Pre-Tax	4.73
Vendor 066230 - AMERICAN FAMILY LIFE ASSURANCE COMPANY Total:				4.73
Vendor: 007921 - BLUE CROSS BLUE SHIELD OF KS INC				
BLUE CROSS BLUE SHIELD OF KS ..	INV0025114	11/18/2022	BLUE CROSS BLUE SHIELD	304.45
BLUE CROSS BLUE SHIELD OF KS ..	INV0025117	11/18/2022	BLUE CROSS BLUE SHIELD	22.50
Vendor 007921 - BLUE CROSS BLUE SHIELD OF KS INC Total:				326.95
Vendor: 001010 - INTERNAL REVENUE SERVICE				
INTERNAL REVENUE SERVICE	INV0025160	11/18/2022	FEDERAL WITHHOLDING	69.98
INTERNAL REVENUE SERVICE	INV0025161	11/18/2022	MEDICARE WITHHOLDING	47.72
Vendor 001010 - INTERNAL REVENUE SERVICE Total:				117.70
Vendor: 039125 - JCPOA				
JCPOA	INV0025151	11/18/2022	JCPOA	12.59
Vendor 039125 - JCPOA Total:				12.59

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Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Vendor: 042540 - KANSAS DEPT OF REVENUE				
KANSAS DEPT OF REVENUE	INV0025158	11/18/2022	STATE WITHHOLDING	68.54
Vendor 042540 - KANSAS DEPT OF REVENUE Total:				68.54
Vendor: 043859 - KANSAS PUBLIC EMPLOYEES				
KANSAS PUBLIC EMPLOYEES	INV0025142	11/18/2022	KP&F	546.51
Vendor 043859 - KANSAS PUBLIC EMPLOYEES Total:				546.51
Department 000 - NON-DEPARTMENTAL Total:				1,077.02
Department: 019 - ANIMAL SHELTER				
Vendor: 067805 - CARD CENTER				
CARD CENTER	Sinklier Oct 2022	11/15/2022	CommonScents-127-Training V...	100.00
CARD CENTER	Sinklier Oct 2022	11/15/2022	Flint Hills Vet-Geary County Pet...	100.00
CARD CENTER	Sinklier Oct 2022	11/15/2022	Town&Country-(7)-\$100 Pet Vo...	700.00
CARD CENTER	Sinklier Oct 2022	11/15/2022	AnimalCare-136221-Pet Vouche...	100.00
CARD CENTER	Sinklier Oct 2022	11/15/2022	CommonScents-125-TrainingVo...	100.00
CARD CENTER	Sinklier Oct 2022	11/15/2022	AnimalCare-135966-Pet Vouche...	100.00
CARD CENTER	Sinklier Oct 2022	11/15/2022	CommonScents-126-TrainingVo...	100.00
Vendor 067805 - CARD CENTER Total:				1,300.00
Department 019 - ANIMAL SHELTER Total:				1,300.00
Department: 210 - PARK PROJECTS				
Vendor: 067805 - CARD CENTER				
CARD CENTER	Cathey Oct 2022	11/15/2022	CoronadoArea-115520-Explore...	495.00
Vendor 067805 - CARD CENTER Total:				495.00
Department 210 - PARK PROJECTS Total:				495.00
Fund 002 - GRANT FUND Total:				2,872.02
Fund: 014 - WATER UTILITY FUND				
Department: 000 - NON-DEPARTMENTAL				
Vendor: 043380 - ADVANCE LIFE INSURANCE				
ADVANCE LIFE INSURANCE	INV0025108	11/18/2022	CITY OF JC EMPLOYER PD LIFE	8.27
ADVANCE LIFE INSURANCE	INV0025109	11/18/2022	ADVANCE LIFE INSURANCE BEF...	40.46
Vendor 043380 - ADVANCE LIFE INSURANCE Total:				48.73
Vendor: 03161 - ADVANCE SHORT TERM DISABILITY				
ADVANCE SHORT TERM DISABIL...	INV0025154	11/18/2022	CITY OF JC EMPLOYER PAID STD	25.08
Vendor 03161 - ADVANCE SHORT TERM DISABILITY Total:				25.08
Vendor: 066230 - AMERICAN FAMILY LIFE ASSURANCE COMPANY				
AMERICAN FAMILY LIFE ASSUR...	INV0025110	11/18/2022	AFLAC	16.72
AMERICAN FAMILY LIFE ASSUR...	INV0025111	11/18/2022	AFLAC BEFORE TAX	28.84
AMERICAN FAMILY LIFE ASSUR...	INV0025157	11/18/2022	VSP Vision Insurance Pre-Tax	26.76
Vendor 066230 - AMERICAN FAMILY LIFE ASSURANCE COMPANY Total:				72.32
Vendor: 007921 - BLUE CROSS BLUE SHIELD OF KS INC				
BLUE CROSS BLUE SHIELD OF KS ..	INV0025118	11/18/2022	BLUE CROSS BLUE SHIELD	106.19
BLUE CROSS BLUE SHIELD OF KS ..	INV0025120	11/18/2022	BLUE CROSS BLUE SHIELD	109.52
BLUE CROSS BLUE SHIELD OF KS ..	INV0025121	11/18/2022	BLUE CROSS BLUE SHIELD	44.11
BLUE CROSS BLUE SHIELD OF KS ..	INV0025122	11/18/2022	BLUE CROSS BLUE SHIELD	195.29
BLUE CROSS BLUE SHIELD OF KS ..	INV0025123	11/18/2022	BLUE CROSS BLUE SHIELD	57.39
BLUE CROSS BLUE SHIELD OF KS ..	INV0025124	11/18/2022	BLUE CROSS BLUE SHIELD	378.50
BLUE CROSS BLUE SHIELD OF KS ..	INV0025125	11/18/2022	BLUE CROSS BLUE SHIELD	52.29
BLUE CROSS BLUE SHIELD OF KS ..	INV0025127	11/18/2022	BLUE CROSS BLUE SHIELD	155.78
BLUE CROSS BLUE SHIELD OF KS ..	INV0025129	11/18/2022	BLUE CROSS BLUE SHIELD	68.28
BLUE CROSS BLUE SHIELD OF KS ..	INV0025130	11/18/2022	BLUE CROSS BLUE SHIELD	45.25
Vendor 007921 - BLUE CROSS BLUE SHIELD OF KS INC Total:				1,212.60
Vendor: 044005 - CITY OF JC FLEX SPENDING ACCT 1074334				
CITY OF JC FLEX SPENDING ACCT..	INV0025137	11/18/2022	FLEX SPENDING-1074334	90.70
Vendor 044005 - CITY OF JC FLEX SPENDING ACCT 1074334 Total:				90.70
Vendor: 012130 - CITY OF JUNCTION CITY				
CITY OF JUNCTION CITY	INV0025138	11/18/2022	CITY OF JUNCTION CITY (G-FEE)	2.51

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Vendor Name	Payable Number	Post Date	Description (Item)	Amount
CITY OF JUNCTION CITY	INV0025153	11/18/2022	TELEPHONE REIMBURSEMENT	21.88
Vendor 012130 - CITY OF JUNCTION CITY Total:				24.39
Vendor: 01944 - GREAT WEST FINANCIAL				
GREAT WEST FINANCIAL	INV0025146	11/18/2022	GREAT WEST FINANCIAL	228.26
Vendor 01944 - GREAT WEST FINANCIAL Total:				228.26
Vendor: 001010 - INTERNAL REVENUE SERVICE				
INTERNAL REVENUE SERVICE	INV0025083	11/18/2022	SOCIAL SECURITY WITHHOLDING	96.82
INTERNAL REVENUE SERVICE	INV0025084	11/18/2022	FEDERAL WITHHOLDING	74.42
INTERNAL REVENUE SERVICE	INV0025085	11/18/2022	MEDICARE WITHHOLDING	22.64
INTERNAL REVENUE SERVICE	INV0025159	11/18/2022	SOCIAL SECURITY WITHHOLDING	1,989.18
INTERNAL REVENUE SERVICE	INV0025160	11/18/2022	FEDERAL WITHHOLDING	1,211.17
INTERNAL REVENUE SERVICE	INV0025161	11/18/2022	MEDICARE WITHHOLDING	465.38
Vendor 001010 - INTERNAL REVENUE SERVICE Total:				3,859.61
Vendor: 042540 - KANSAS DEPT OF REVENUE				
KANSAS DEPT OF REVENUE	INV0025082	11/18/2022	STATE WITHHOLDING	35.66
KANSAS DEPT OF REVENUE	INV0025158	11/18/2022	STATE WITHHOLDING	599.16
Vendor 042540 - KANSAS DEPT OF REVENUE Total:				634.82
Vendor: 014435 - KANSAS PAYMENT CENTER				
KANSAS PAYMENT CENTER	INV0025141	11/18/2022	INCOME WITHHOLDING ORDER	81.51
Vendor 014435 - KANSAS PAYMENT CENTER Total:				81.51
Vendor: 043859 - KANSAS PUBLIC EMPLOYEES				
KANSAS PUBLIC EMPLOYEES	INV0025143	11/18/2022	KPERS #1	395.13
KANSAS PUBLIC EMPLOYEES	INV0025144	11/18/2022	KPERS #2	352.84
KANSAS PUBLIC EMPLOYEES	INV0025145	11/18/2022	KPERS #3	1,701.46
KANSAS PUBLIC EMPLOYEES	INV0025147	11/18/2022	KPERS INSURANCE	150.60
Vendor 043859 - KANSAS PUBLIC EMPLOYEES Total:				2,600.03
Vendor: 079629 - UNITED WAY OF JUNCTION CITY-GEARY COUNTY				
UNITED WAY OF JUNCTION CITY...	INV0025155	11/18/2022	UNITED WAY	5.53
Vendor 079629 - UNITED WAY OF JUNCTION CITY-GEARY COUNTY Total:				5.53
Department 000 - NON-DEPARTMENTAL Total:				8,883.58
Department: 532 - WATER DISTRIBUTION SYSTEM				
Vendor: 043271 - KANSAS GAS SERVICE				
KANSAS GAS SERVICE	INV0025171	11/16/2022	2324 N JACKSON-PUBLIC WORKS	19.98
Vendor 043271 - KANSAS GAS SERVICE Total:				19.98
Vendor: 00970 - VERIZON WIRELESS				
VERIZON WIRELESS	INV0025205	11/21/2022	UTILITY 5-761-5237	24.24
VERIZON WIRELESS	INV0025205	11/21/2022	SAMSUNG TAB A5-210-4887	40.01
VERIZON WIRELESS	INV0025205	11/21/2022	TABLETS FOR METER READERS-...	40.01
VERIZON WIRELESS	INV0025205	11/21/2022	TABLETS FOR METER READERS-...	40.01
VERIZON WIRELESS	INV0025205	11/21/2022	NEW LINE-761-5094	24.24
VERIZON WIRELESS	INV0025205	11/21/2022	STREET 5-761-5283	24.24
VERIZON WIRELESS	INV0025205	11/21/2022	HAYHURST-761-5293	24.24
Vendor 00970 - VERIZON WIRELESS Total:				216.99
Vendor: 01345 - WOODRIVER ENERGY LLC				
WOODRIVER ENERGY LLC	INV0025185	11/17/2022	PUBLIC WORKS-2324 N JACKSON	6.44
Vendor 01345 - WOODRIVER ENERGY LLC Total:				6.44
Department 532 - WATER DISTRIBUTION SYSTEM Total:				243.41
Department: 534 - WATER ADMINISTRATION				
Vendor: 043271 - KANSAS GAS SERVICE				
KANSAS GAS SERVICE	INV0025223	11/28/2022	2232 W ASH TOWER	32.38
KANSAS GAS SERVICE	INV0025223	11/28/2022	900 W SPRUCE	32.38
Vendor 043271 - KANSAS GAS SERVICE Total:				64.76
Vendor: 00970 - VERIZON WIRELESS				
VERIZON WIRELESS	INV0025203	11/21/2022	785-307-4403-JUNCTION CITY ...	40.01

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Vendor Name	Payable Number	Post Date	Description (Item)	Amount
VERIZON WIRELESS	INV0025203	11/21/2022	785-307-7019--JUNCTION CITY ...	40.01
Vendor 00970 - VERIZON WIRELESS Total:				80.02
Department 534 - WATER ADMINISTRATION Total:				144.78
Fund 014 - WATER UTILITY FUND Total:				9,271.77
Fund: 015 - WASTEWATER UTILITY FUND				
Department: 000 - NON-DEPARTMENTAL				
Vendor: 043380 - ADVANCE LIFE INSURANCE				
ADVANCE LIFE INSURANCE	INV0025108	11/18/2022	CITY OF JC EMPLOYER PD LIFE	8.69
ADVANCE LIFE INSURANCE	INV0025109	11/18/2022	ADVANCE LIFE INSURANCE BEF...	40.46
Vendor 043380 - ADVANCE LIFE INSURANCE Total:				49.15
Vendor: 03161 - ADVANCE SHORT TERM DISABILITY				
ADVANCE SHORT TERM DISABIL...	INV0025154	11/18/2022	CITY OF JC EMPLOYER PAID STD	25.97
Vendor 03161 - ADVANCE SHORT TERM DISABILITY Total:				25.97
Vendor: 066230 - AMERICAN FAMILY LIFE ASSURANCE COMPANY				
AMERICAN FAMILY LIFE ASSUR...	INV0025110	11/18/2022	AFLAC	16.72
AMERICAN FAMILY LIFE ASSUR...	INV0025111	11/18/2022	AFLAC BEFORE TAX	28.84
AMERICAN FAMILY LIFE ASSUR...	INV0025157	11/18/2022	VSP Vision Insurance Pre-Tax	28.88
Vendor 066230 - AMERICAN FAMILY LIFE ASSURANCE COMPANY Total:				74.44
Vendor: 007921 - BLUE CROSS BLUE SHIELD OF KS INC				
BLUE CROSS BLUE SHIELD OF KS ..	INV0025118	11/18/2022	BLUE CROSS BLUE SHIELD	106.19
BLUE CROSS BLUE SHIELD OF KS ..	INV0025120	11/18/2022	BLUE CROSS BLUE SHIELD	109.52
BLUE CROSS BLUE SHIELD OF KS ..	INV0025121	11/18/2022	BLUE CROSS BLUE SHIELD	44.13
BLUE CROSS BLUE SHIELD OF KS ..	INV0025122	11/18/2022	BLUE CROSS BLUE SHIELD	203.30
BLUE CROSS BLUE SHIELD OF KS ..	INV0025123	11/18/2022	BLUE CROSS BLUE SHIELD	57.37
BLUE CROSS BLUE SHIELD OF KS ..	INV0025124	11/18/2022	BLUE CROSS BLUE SHIELD	409.52
BLUE CROSS BLUE SHIELD OF KS ..	INV0025125	11/18/2022	BLUE CROSS BLUE SHIELD	52.29
BLUE CROSS BLUE SHIELD OF KS ..	INV0025127	11/18/2022	BLUE CROSS BLUE SHIELD	155.78
BLUE CROSS BLUE SHIELD OF KS ..	INV0025129	11/18/2022	BLUE CROSS BLUE SHIELD	70.95
BLUE CROSS BLUE SHIELD OF KS ..	INV0025130	11/18/2022	BLUE CROSS BLUE SHIELD	49.43
Vendor 007921 - BLUE CROSS BLUE SHIELD OF KS INC Total:				1,258.48
Vendor: 044005 - CITY OF JC FLEX SPENDING ACCT 1074334				
CITY OF JC FLEX SPENDING ACCT..	INV0025137	11/18/2022	FLEX SPENDING-1074334	90.70
Vendor 044005 - CITY OF JC FLEX SPENDING ACCT 1074334 Total:				90.70
Vendor: 012130 - CITY OF JUNCTION CITY				
CITY OF JUNCTION CITY	INV0025138	11/18/2022	CITY OF JUNCTION CITY (G-FEE)	2.49
CITY OF JUNCTION CITY	INV0025153	11/18/2022	TELEPHONE REIMBURSEMENT	23.20
Vendor 012130 - CITY OF JUNCTION CITY Total:				25.69
Vendor: 01944 - GREAT WEST FINANCIAL				
GREAT WEST FINANCIAL	INV0025146	11/18/2022	GREAT WEST FINANCIAL	228.26
Vendor 01944 - GREAT WEST FINANCIAL Total:				228.26
Vendor: 001010 - INTERNAL REVENUE SERVICE				
INTERNAL REVENUE SERVICE	INV0025083	11/18/2022	SOCIAL SECURITY WITHHOLDING	124.48
INTERNAL REVENUE SERVICE	INV0025084	11/18/2022	FEDERAL WITHHOLDING	95.68
INTERNAL REVENUE SERVICE	INV0025085	11/18/2022	MEDICARE WITHHOLDING	29.12
INTERNAL REVENUE SERVICE	INV0025159	11/18/2022	SOCIAL SECURITY WITHHOLDING	2,101.70
INTERNAL REVENUE SERVICE	INV0025160	11/18/2022	FEDERAL WITHHOLDING	1,259.51
INTERNAL REVENUE SERVICE	INV0025161	11/18/2022	MEDICARE WITHHOLDING	491.48
Vendor 001010 - INTERNAL REVENUE SERVICE Total:				4,101.97
Vendor: 042540 - KANSAS DEPT OF REVENUE				
KANSAS DEPT OF REVENUE	INV0025082	11/18/2022	STATE WITHHOLDING	45.85
KANSAS DEPT OF REVENUE	INV0025158	11/18/2022	STATE WITHHOLDING	633.75
Vendor 042540 - KANSAS DEPT OF REVENUE Total:				679.60
Vendor: 014435 - KANSAS PAYMENT CENTER				
KANSAS PAYMENT CENTER	INV0025141	11/18/2022	INCOME WITHHOLDING ORDER	81.49
Vendor 014435 - KANSAS PAYMENT CENTER Total:				81.49

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Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Vendor: 043859 - KANSAS PUBLIC EMPLOYEES				
KANSAS PUBLIC EMPLOYEES	INV0025143	11/18/2022	KPERS #1	395.06
KANSAS PUBLIC EMPLOYEES	INV0025144	11/18/2022	KPERS #2	352.86
KANSAS PUBLIC EMPLOYEES	INV0025145	11/18/2022	KPERS #3	1,837.38
KANSAS PUBLIC EMPLOYEES	INV0025147	11/18/2022	KPERS INSURANCE	159.67
Vendor 043859 - KANSAS PUBLIC EMPLOYEES Total:				2,744.97
Vendor: 079629 - UNITED WAY OF JUNCTION CITY-GEARY COUNTY				
UNITED WAY OF JUNCTION CITY...	INV0025155	11/18/2022	UNITED WAY	5.51
Vendor 079629 - UNITED WAY OF JUNCTION CITY-GEARY COUNTY Total:				5.51
Department 000 - NON-DEPARTMENTAL Total:				9,366.23
Department: 540 - WASTEWATER DISTRIBUTION SYSTEM				
Vendor: 043271 - KANSAS GAS SERVICE				
KANSAS GAS SERVICE	INV0025171	11/16/2022	2324 N JACKSON-PUBLIC WORKS	19.97
Vendor 043271 - KANSAS GAS SERVICE Total:				19.97
Vendor: 00970 - VERIZON WIRELESS				
VERIZON WIRELESS	INV0025205	11/21/2022	SANITATION 3-761-5373	24.24
VERIZON WIRELESS	INV0025205	11/21/2022	SAMSUNG TAB A4-492-2782	40.01
VERIZON WIRELESS	INV0025205	11/21/2022	MARSTON-761-5354	24.24
Vendor 00970 - VERIZON WIRELESS Total:				88.49
Department 540 - WASTEWATER DISTRIBUTION SYSTEM Total:				108.46
Department: 547 - WASTEWATER PLANT OPERATIONS				
Vendor: 017700 - DS&O RURAL ELECTRIC				
DS&O RURAL ELECTRIC	INV0025187	11/17/2022	2542/2548 JAGER DR SWR LIFT	78.80
DS&O RURAL ELECTRIC	INV0025187	11/17/2022	2515 WILMA-OLIVIA FARMS-LIFT	81.15
DS&O RURAL ELECTRIC	INV0025187	11/17/2022	BROOKEBEND LIFT STATION	98.35
DS&O RURAL ELECTRIC	INV0025187	11/17/2022	LIFT STATION- HILLTOP #5	144.20
DS&O RURAL ELECTRIC	INV0025187	11/17/2022	2326/2321 OSPREY SWR LIFT	77.36
DS&O RURAL ELECTRIC	INV0025187	11/17/2022	SEWER LIFT	58.59
Vendor 017700 - DS&O RURAL ELECTRIC Total:				538.45
Department 547 - WASTEWATER PLANT OPERATIONS Total:				538.45
Fund 015 - WASTEWATER UTILITY FUND Total:				10,013.14
Fund: 018 - STORM WATER UTILITY FUND				
Department: 000 - NON-DEPARTMENTAL				
Vendor: 043380 - ADVANCE LIFE INSURANCE				
ADVANCE LIFE INSURANCE	INV0025108	11/18/2022	CITY OF JC EMPLOYER PD LIFE	1.27
ADVANCE LIFE INSURANCE	INV0025109	11/18/2022	ADVANCE LIFE INSURANCE BEF...	18.14
Vendor 043380 - ADVANCE LIFE INSURANCE Total:				19.41
Vendor: 03161 - ADVANCE SHORT TERM DISABILITY				
ADVANCE SHORT TERM DISABIL...	INV0025154	11/18/2022	CITY OF JC EMPLOYER PAID STD	11.19
Vendor 03161 - ADVANCE SHORT TERM DISABILITY Total:				11.19
Vendor: 066230 - AMERICAN FAMILY LIFE ASSURANCE COMPANY				
AMERICAN FAMILY LIFE ASSUR...	INV0025110	11/18/2022	AFLAC	8.18
AMERICAN FAMILY LIFE ASSUR...	INV0025111	11/18/2022	AFLAC BEFORE TAX	9.17
AMERICAN FAMILY LIFE ASSUR...	INV0025157	11/18/2022	VSP Vision Insurance Pre-Tax	8.59
Vendor 066230 - AMERICAN FAMILY LIFE ASSURANCE COMPANY Total:				25.94
Vendor: 007921 - BLUE CROSS BLUE SHIELD OF KS INC				
BLUE CROSS BLUE SHIELD OF KS ..	INV0025118	11/18/2022	BLUE CROSS BLUE SHIELD	53.10
BLUE CROSS BLUE SHIELD OF KS ..	INV0025120	11/18/2022	BLUE CROSS BLUE SHIELD	43.81
BLUE CROSS BLUE SHIELD OF KS ..	INV0025121	11/18/2022	BLUE CROSS BLUE SHIELD	13.67
BLUE CROSS BLUE SHIELD OF KS ..	INV0025122	11/18/2022	BLUE CROSS BLUE SHIELD	37.08
BLUE CROSS BLUE SHIELD OF KS ..	INV0025124	11/18/2022	BLUE CROSS BLUE SHIELD	10.46
BLUE CROSS BLUE SHIELD OF KS ..	INV0025125	11/18/2022	BLUE CROSS BLUE SHIELD	20.91
BLUE CROSS BLUE SHIELD OF KS ..	INV0025127	11/18/2022	BLUE CROSS BLUE SHIELD	31.16
BLUE CROSS BLUE SHIELD OF KS ..	INV0025129	11/18/2022	BLUE CROSS BLUE SHIELD	2.82
BLUE CROSS BLUE SHIELD OF KS ..	INV0025130	11/18/2022	BLUE CROSS BLUE SHIELD	6.31
Vendor 007921 - BLUE CROSS BLUE SHIELD OF KS INC Total:				219.32

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Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Vendor: 044005 - CITY OF JC FLEX SPENDING ACCT 1074334				
CITY OF JC FLEX SPENDING ACCT...	INV0025137	11/18/2022	FLEX SPENDING-1074334	22.38
Vendor 044005 - CITY OF JC FLEX SPENDING ACCT 1074334 Total:				22.38
Vendor: 012130 - CITY OF JUNCTION CITY				
CITY OF JUNCTION CITY	INV0025138	11/18/2022	CITY OF JUNCTION CITY (G-FEE)	5.66
CITY OF JUNCTION CITY	INV0025153	11/18/2022	TELEPHONE REIMBURSEMENT	6.62
Vendor 012130 - CITY OF JUNCTION CITY Total:				12.28
Vendor: 01944 - GREAT WEST FINANCIAL				
GREAT WEST FINANCIAL	INV0025146	11/18/2022	GREAT WEST FINANCIAL	106.52
Vendor 01944 - GREAT WEST FINANCIAL Total:				106.52
Vendor: 001010 - INTERNAL REVENUE SERVICE				
INTERNAL REVENUE SERVICE	INV0025083	11/18/2022	SOCIAL SECURITY WITHHOLDING	13.84
INTERNAL REVENUE SERVICE	INV0025084	11/18/2022	FEDERAL WITHHOLDING	10.63
INTERNAL REVENUE SERVICE	INV0025085	11/18/2022	MEDICARE WITHHOLDING	3.24
INTERNAL REVENUE SERVICE	INV0025159	11/18/2022	SOCIAL SECURITY WITHHOLDING	579.32
INTERNAL REVENUE SERVICE	INV0025160	11/18/2022	FEDERAL WITHHOLDING	443.08
INTERNAL REVENUE SERVICE	INV0025161	11/18/2022	MEDICARE WITHHOLDING	135.54
Vendor 001010 - INTERNAL REVENUE SERVICE Total:				1,185.65
Vendor: 042540 - KANSAS DEPT OF REVENUE				
KANSAS DEPT OF REVENUE	INV0025082	11/18/2022	STATE WITHHOLDING	5.09
KANSAS DEPT OF REVENUE	INV0025158	11/18/2022	STATE WITHHOLDING	190.52
Vendor 042540 - KANSAS DEPT OF REVENUE Total:				195.61
Vendor: 043859 - KANSAS PUBLIC EMPLOYEES				
KANSAS PUBLIC EMPLOYEES	INV0025143	11/18/2022	KPERS #1	104.77
KANSAS PUBLIC EMPLOYEES	INV0025144	11/18/2022	KPERS #2	92.55
KANSAS PUBLIC EMPLOYEES	INV0025145	11/18/2022	KPERS #3	514.22
KANSAS PUBLIC EMPLOYEES	INV0025147	11/18/2022	KPERS INSURANCE	47.72
Vendor 043859 - KANSAS PUBLIC EMPLOYEES Total:				759.26
Vendor: 03772 - MICHAEL A. MONTOYA, P.A.				
MICHAEL A. MONTOYA, P.A.	INV0025148	11/18/2022	WAGE GARNISHMENT	215.16
MICHAEL A. MONTOYA, P.A.	INV0025156	11/18/2022	WAGE GARNISHMENT	17.85
Vendor 03772 - MICHAEL A. MONTOYA, P.A. Total:				233.01
Vendor: 079629 - UNITED WAY OF JUNCTION CITY-GEARY COUNTY				
UNITED WAY OF JUNCTION CITY...	INV0025155	11/18/2022	UNITED WAY	1.51
Vendor 079629 - UNITED WAY OF JUNCTION CITY-GEARY COUNTY Total:				1.51
Department 000 - NON-DEPARTMENTAL Total:				2,792.08
Department: 619 - STORM WATER DISTRIBUTION				
Vendor: 03779 - FIT EXCAVATING INC.				
FIT EXCAVATING INC.	REQUEST NO. 1	11/18/2022	REQUEST NO. 1 PROJECT A18D...	30,478.50
Vendor 03779 - FIT EXCAVATING INC. Total:				30,478.50
Department 619 - STORM WATER DISTRIBUTION Total:				30,478.50
Fund 018 - STORM WATER UTILITY FUND Total:				33,270.58
Fund: 023 - SANITATION FUND				
Department: 000 - NON-DEPARTMENTAL				
Vendor: 043380 - ADVANCE LIFE INSURANCE				
ADVANCE LIFE INSURANCE	INV0025108	11/18/2022	CITY OF JC EMPLOYER PD LIFE	10.00
ADVANCE LIFE INSURANCE	INV0025109	11/18/2022	ADVANCE LIFE INSURANCE BEF...	111.97
Vendor 043380 - ADVANCE LIFE INSURANCE Total:				121.97
Vendor: 03161 - ADVANCE SHORT TERM DISABILITY				
ADVANCE SHORT TERM DISABIL...	INV0025154	11/18/2022	CITY OF JC EMPLOYER PAID STD	28.51
Vendor 03161 - ADVANCE SHORT TERM DISABILITY Total:				28.51
Vendor: 066230 - AMERICAN FAMILY LIFE ASSURANCE COMPANY				
AMERICAN FAMILY LIFE ASSUR...	INV0025110	11/18/2022	AFLAC	8.68
AMERICAN FAMILY LIFE ASSUR...	INV0025111	11/18/2022	AFLAC BEFORE TAX	52.26

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Vendor Name	Payable Number	Post Date	Description (Item)	Amount
AMERICAN FAMILY LIFE ASSUR...	INV0025157	11/18/2022	VSP Vision Insurance Pre-Tax	25.01
Vendor 066230 - AMERICAN FAMILY LIFE ASSURANCE COMPANY Total:				85.95
Vendor: 007921 - BLUE CROSS BLUE SHIELD OF KS INC				
BLUE CROSS BLUE SHIELD OF KS ..	INV0025118	11/18/2022	BLUE CROSS BLUE SHIELD	79.66
BLUE CROSS BLUE SHIELD OF KS ..	INV0025120	11/18/2022	BLUE CROSS BLUE SHIELD	43.81
BLUE CROSS BLUE SHIELD OF KS ..	INV0025121	11/18/2022	BLUE CROSS BLUE SHIELD	54.44
BLUE CROSS BLUE SHIELD OF KS ..	INV0025122	11/18/2022	BLUE CROSS BLUE SHIELD	301.56
BLUE CROSS BLUE SHIELD OF KS ..	INV0025123	11/18/2022	BLUE CROSS BLUE SHIELD	302.83
BLUE CROSS BLUE SHIELD OF KS ..	INV0025124	11/18/2022	BLUE CROSS BLUE SHIELD	240.54
BLUE CROSS BLUE SHIELD OF KS ..	INV0025125	11/18/2022	BLUE CROSS BLUE SHIELD	20.92
BLUE CROSS BLUE SHIELD OF KS ..	INV0025127	11/18/2022	BLUE CROSS BLUE SHIELD	31.13
BLUE CROSS BLUE SHIELD OF KS ..	INV0025129	11/18/2022	BLUE CROSS BLUE SHIELD	2.81
BLUE CROSS BLUE SHIELD OF KS ..	INV0025130	11/18/2022	BLUE CROSS BLUE SHIELD	87.87
Vendor 007921 - BLUE CROSS BLUE SHIELD OF KS INC Total:				1,165.57
Vendor: 044005 - CITY OF JC FLEX SPENDING ACCT 1074334				
CITY OF JC FLEX SPENDING ACCT..	INV0025137	11/18/2022	FLEX SPENDING-1074334	46.90
Vendor 044005 - CITY OF JC FLEX SPENDING ACCT 1074334 Total:				46.90
Vendor: 012130 - CITY OF JUNCTION CITY				
CITY OF JUNCTION CITY	INV0025138	11/18/2022	CITY OF JUNCTION CITY (G-FEE)	5.00
CITY OF JUNCTION CITY	INV0025153	11/18/2022	TELEPHONE REIMBURSEMENT	11.17
Vendor 012130 - CITY OF JUNCTION CITY Total:				16.17
Vendor: 01944 - GREAT WEST FINANCIAL				
GREAT WEST FINANCIAL	INV0025146	11/18/2022	GREAT WEST FINANCIAL	149.18
Vendor 01944 - GREAT WEST FINANCIAL Total:				149.18
Vendor: 001010 - INTERNAL REVENUE SERVICE				
INTERNAL REVENUE SERVICE	INV0025083	11/18/2022	SOCIAL SECURITY WITHHOLDING	41.48
INTERNAL REVENUE SERVICE	INV0025084	11/18/2022	FEDERAL WITHHOLDING	31.89
INTERNAL REVENUE SERVICE	INV0025085	11/18/2022	MEDICARE WITHHOLDING	9.70
INTERNAL REVENUE SERVICE	INV0025159	11/18/2022	SOCIAL SECURITY WITHHOLDING	1,565.94
INTERNAL REVENUE SERVICE	INV0025160	11/18/2022	FEDERAL WITHHOLDING	977.54
INTERNAL REVENUE SERVICE	INV0025161	11/18/2022	MEDICARE WITHHOLDING	365.94
Vendor 001010 - INTERNAL REVENUE SERVICE Total:				2,992.49
Vendor: 042540 - KANSAS DEPT OF REVENUE				
KANSAS DEPT OF REVENUE	INV0025082	11/18/2022	STATE WITHHOLDING	15.28
KANSAS DEPT OF REVENUE	INV0025158	11/18/2022	STATE WITHHOLDING	451.44
Vendor 042540 - KANSAS DEPT OF REVENUE Total:				466.72
Vendor: 014435 - KANSAS PAYMENT CENTER				
KANSAS PAYMENT CENTER	INV0025141	11/18/2022	INCOME WITHHOLDING ORDER	95.00
Vendor 014435 - KANSAS PAYMENT CENTER Total:				95.00
Vendor: 043859 - KANSAS PUBLIC EMPLOYEES				
KANSAS PUBLIC EMPLOYEES	INV0025143	11/18/2022	KPERS #1	104.70
KANSAS PUBLIC EMPLOYEES	INV0025144	11/18/2022	KPERS #2	1,035.10
KANSAS PUBLIC EMPLOYEES	INV0025145	11/18/2022	KPERS #3	799.44
KANSAS PUBLIC EMPLOYEES	INV0025147	11/18/2022	KPERS INSURANCE	130.15
Vendor 043859 - KANSAS PUBLIC EMPLOYEES Total:				2,069.39
Vendor: 079629 - UNITED WAY OF JUNCTION CITY-GEARY COUNTY				
UNITED WAY OF JUNCTION CITY..	INV0025155	11/18/2022	UNITED WAY	1.94
Vendor 079629 - UNITED WAY OF JUNCTION CITY-GEARY COUNTY Total:				1.94
Department 000 - NON-DEPARTMENTAL Total:				7,239.79
Department: 644 - SANITATION OPERATIONS				
Vendor: 043271 - KANSAS GAS SERVICE				
KANSAS GAS SERVICE	INV0025171	11/16/2022	2324 N JACKSON-PUBLIC WORKS	19.97
Vendor 043271 - KANSAS GAS SERVICE Total:				19.97
Vendor: 00970 - VERIZON WIRELESS				
VERIZON WIRELESS	INV0025205	11/21/2022	SAMSUNG TAB A3-492-2762	40.01
VERIZON WIRELESS	INV0025205	11/21/2022	STREET 7-761-5310	24.24

Expense Approval Report

Post Dates: 11/15/2022 - 12/2/2022

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
VERIZON WIRELESS	INV0025205	11/21/2022	TODD BARRIGER-223-1759	24.24
VERIZON WIRELESS	INV0025205	11/21/2022	MERRIT-223-2022	24.24
VERIZON WIRELESS	INV0025205	11/21/2022	SANITATION 1-223-1758	24.24
VERIZON WIRELESS	INV0025205	11/21/2022	UTILITY 2-223-1337	24.24
VERIZON WIRELESS	INV0025205	11/21/2022	DOWNS-307-6183	24.24
Vendor 00970 - VERIZON WIRELESS Total:				185.45
Department 644 - SANITATION OPERATIONS Total:				205.42
Fund 023 - SANITATION FUND Total:				7,445.21
Fund: 035 - EMPLOYEE BENEFITS FUND				
Department: 140 - EMPLOYEE BENEFITS				
Vendor: 02155 - FREEDOM CLAIMS MGT.INC CLAIMS ACCOUNT				
FREEDOM CLAIMS MGT.INC CLA..	911152-11-11-2022	11/28/2022	CLAIMS WEEK OF 11/11/2022	4,588.75
FREEDOM CLAIMS MGT.INC CLA..	911152-11-18-2022	11/28/2022	CLAIMS WEEK OF 11/12-11/18/...	1,020.58
FREEDOM CLAIMS MGT.INC CLA..	911152-11-23-2022	11/28/2022	CLAIMS WEEK OF 11/19-11/23/...	7,454.18
Vendor 02155 - FREEDOM CLAIMS MGT.INC CLAIMS ACCOUNT Total:				13,063.51
Department 140 - EMPLOYEE BENEFITS Total:				13,063.51
Fund 035 - EMPLOYEE BENEFITS FUND Total:				13,063.51
Fund: 047 - DRUG & ALCOHOL ABUSE FUND				
Department: 000 - NON-DEPARTMENTAL				
Vendor: 043380 - ADVANCE LIFE INSURANCE				
ADVANCE LIFE INSURANCE	INV0025108	11/18/2022	CITY OF JC EMPLOYER PD LIFE	0.28
Vendor 043380 - ADVANCE LIFE INSURANCE Total:				0.28
Vendor: 03161 - ADVANCE SHORT TERM DISABILITY				
ADVANCE SHORT TERM DISABIL....	INV0025154	11/18/2022	CITY OF JC EMPLOYER PAID STD	1.57
Vendor 03161 - ADVANCE SHORT TERM DISABILITY Total:				1.57
Vendor: 066230 - AMERICAN FAMILY LIFE ASSURANCE COMPANY				
AMERICAN FAMILY LIFE ASSUR...	INV0025157	11/18/2022	VSP Vision Insurance Pre-Tax	0.81
Vendor 066230 - AMERICAN FAMILY LIFE ASSURANCE COMPANY Total:				0.81
Vendor: 007921 - BLUE CROSS BLUE SHIELD OF KS INC				
BLUE CROSS BLUE SHIELD OF KS ..	INV0025124	11/18/2022	BLUE CROSS BLUE SHIELD	36.92
BLUE CROSS BLUE SHIELD OF KS ..	INV0025130	11/18/2022	BLUE CROSS BLUE SHIELD	3.20
Vendor 007921 - BLUE CROSS BLUE SHIELD OF KS INC Total:				40.12
Vendor: 001010 - INTERNAL REVENUE SERVICE				
INTERNAL REVENUE SERVICE	INV0025160	11/18/2022	FEDERAL WITHHOLDING	15.50
INTERNAL REVENUE SERVICE	INV0025161	11/18/2022	MEDICARE WITHHOLDING	10.68
Vendor 001010 - INTERNAL REVENUE SERVICE Total:				26.18
Vendor: 039125 - JCPOA				
JCPOA	INV0025151	11/18/2022	JCPOA	3.53
Vendor 039125 - JCPOA Total:				3.53
Vendor: 042540 - KANSAS DEPT OF REVENUE				
KANSAS DEPT OF REVENUE	INV0025158	11/18/2022	STATE WITHHOLDING	13.91
Vendor 042540 - KANSAS DEPT OF REVENUE Total:				13.91
Vendor: 043859 - KANSAS PUBLIC EMPLOYEES				
KANSAS PUBLIC EMPLOYEES	INV0025142	11/18/2022	KP&F	111.22
Vendor 043859 - KANSAS PUBLIC EMPLOYEES Total:				111.22
Department 000 - NON-DEPARTMENTAL Total:				197.62
Fund 047 - DRUG & ALCOHOL ABUSE FUND Total:				197.62
Fund: 050 - SPECIAL LAW ENFORCEMENT TRUST FUND				
Department: 440 - SPECIAL LAW ENFORCEMENT				
Vendor: 03617 - BIG ASS HOLDING, LLC				
BIG ASS HOLDING, LLC	10129225.1	11/21/2022	2 Industrial overhead fans for w...	8,600.00
Vendor 03617 - BIG ASS HOLDING, LLC Total:				8,600.00
Vendor: 067805 - CARD CENTER				
CARD CENTER	Lamb Oct 2022	11/15/2022	Fairfield-IACPCConf.2022-Texas-...	1,546.74
CARD CENTER	Lamb Oct 2022	11/15/2022	MesoMaya-IACPCConf.2022-Tex...	96.11

Expense Approval Report

Post Dates: 11/15/2022 - 12/2/2022

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
CARD CENTER	Lamb Oct 2022	11/15/2022	KTA-IACPCConf.2022-Texas-Lamb...	5.00
CARD CENTER	Lamb Oct 2022	11/15/2022	JaxonGarden-IACPCConf.2022-Te...	72.94
CARD CENTER	Lamb Oct 2022	11/15/2022	DallasConf-IACPCConf.2022-Texa...	16.24
CARD CENTER	Lamb Oct 2022	11/15/2022	DallasConf-IACPCConf.2022-Texa...	37.62
CARD CENTER	Lamb Oct 2022	11/15/2022	OakBBQ-IACPCConf.2022-Texas-...	85.13
CARD CENTER	Lamb Oct 2022	11/15/2022	Pub-IACPCConf.2022-Texas-Lamb...	72.77
CARD CENTER	Murphy Oct 2022	11/15/2022	Eberlestock-SWAT-Sniper Back...	381.65
CARD CENTER	Murphy Oct 2022	11/15/2022	TradecraftTraining-Arnold-Drug...	99.00
CARD CENTER	Odell Oct 2022	11/15/2022	FairfieldInn-IACPCConf.2022-Tex...	1,377.35
CARD CENTER	Odell Oct 2022	11/15/2022	FairfieldInn-IACPCConf.2022-Tex...	1,377.35
CARD CENTER	Odell Oct 2022	11/15/2022	Hooters-IACPCConf.2022-Texas-L...	91.97
CARD CENTER	Odell Oct 2022	11/15/2022	DallasConf-IACPCConf.2022-Texa...	47.10
CARD CENTER	Odell Oct 2022	11/15/2022	DallasConf-IACPCConf.2022-Texa...	27.07
CARD CENTER	Odell Oct 2022	11/15/2022	DallasConf-IACPCConf.2022-Texa...	20.57
CARD CENTER	Odell Oct 2022	11/15/2022	DallasConf-IACPCConf.2022-Texa...	4.33
CARD CENTER	Sinklier Oct 2022	11/15/2022	Cedar-1424948-Chair for Chief ...	2,033.00
CARD CENTER	Sloan Oct 2022	11/15/2022	Amazon-AgonMechanicalKeybo...	137.18
CARD CENTER	Sloan Oct 2022	11/15/2022	Amazon-2 Sets of hardie Bagpip...	293.98
CARD CENTER	Sloan Oct 2022	11/15/2022	Amazon-Mechanical Keyboard...	-167.32
CARD CENTER	Sloan Oct 2022	11/15/2022	Amazon-Narcan/Pull Scale Gau...	304.74
CARD CENTER	Sloan Oct 2022	11/15/2022	Davis&Stanton-145997-Uniform...	399.00
CARD CENTER	Thomas Oct 2022	11/15/2022	Udemy-Thomas-Mastering Confl...	199.99

Vendor 067805 - CARD CENTER Total: 8,559.51

Department 440 - SPECIAL LAW ENFORCEMENT Total: 17,159.51

Fund 050 - SPECIAL LAW ENFORCEMENT TRUST FUND Total: 17,159.51

Fund: 054 - LAW ENFORCEMENT TRAINING/DARE FUND

Department: 450 - D.A.R.E .

Vendor: 067805 - CARD CENTER

CARD CENTER	Mau Oct 2022	11/15/2022	CCI Hotel-Campbell,Less Lethal...	205.98
CARD CENTER	Nichols Oct 2022	11/15/2022	OrientalStar-FTOCert-Williams,...	42.44
CARD CENTER	Nichols Oct 2022	11/15/2022	Braums-FTOCert-Williams,Ruffin...	37.66
CARD CENTER	Nichols Oct 2022	11/15/2022	LaQuinta-FTOCert-Williams,Ruff...	342.30
CARD CENTER	Nichols Oct 2022	11/15/2022	LaQuinta-FTOCert-Williams,Ruff...	314.82
CARD CENTER	Nichols Oct 2022	11/15/2022	Mazzios-FTOCert-Williams,Ruffi...	32.16
CARD CENTER	Nichols Oct 2022	11/15/2022	Applebees-FTOCert-Williams,Ru...	69.09
CARD CENTER	Nichols Oct 2022	11/15/2022	BuffaloWild-FTOCert-Williams,...	66.93
CARD CENTER	Nichols Oct 2022	11/15/2022	Hardees-FTOCert-Williams,Ruff...	34.30
CARD CENTER	Nichols Oct 2022	11/15/2022	Caseys-FTOCert-Williams,Ruffin...	12.28
CARD CENTER	Nichols Oct 2022	11/15/2022	ElCaballos-FTOCert-Williams,Ruff...	52.37
CARD CENTER	Whitebread Oct 2022	11/15/2022	Blue/Gold-Olson-Mastering Sea...	225.00

Vendor 067805 - CARD CENTER Total: 1,435.33

Department 450 - D.A.R.E . Total: 1,435.33

Fund 054 - LAW ENFORCEMENT TRAINING/DARE FUND Total: 1,435.33

Grand Total: 409,673.35

Report Summary

Fund Summary

Fund	Payment Amount
001 - GENERAL FUND	314,944.66
002 - GRANT FUND	2,872.02
014 - WATER UTILITY FUND	9,271.77
015 - WASTEWATER UTILITY FUND	10,013.14
018 - STORM WATER UTILITY FUND	33,270.58
023 - SANITATION FUND	7,445.21
035 - EMPLOYEE BENEFITS FUND	13,063.51
047 - DRUG & ALCOHOL ABUSE FUND	197.62
050 - SPECIAL LAW ENFORCEMENT TRUST FUND	17,159.51
054 - LAW ENFORCEMENT TRAINING/DARE FUND	1,435.33
Grand Total:	409,673.35

Account Summary

Account Number	Account Name	Payment Amount
001-2-00000-0250	F.I.T PAYABLE	31,815.02
001-2-00000-0251	FICA PAYABLE	26,766.50
001-2-00000-0252	SIT PAYABLE	15,489.99
001-2-00000-0254	UNITED WAY PAYABLE	21.51
001-2-00000-0255	KPERS PAYABLE	18,868.27
001-2-00000-0256	KPFR PAYABLE	81,651.42
001-2-00000-0257	EMP MEDICAL INS PAYAB...	41,703.69
001-2-00000-0259	GARNISHMENTS PAYABLE	1,764.41
001-2-00000-0260	JCPOA UNION DUES PAYA...	883.88
001-2-00000-0261	AETNA DEFERRED COMP ...	9,746.78
001-2-00000-0267	DENTAL INSURANCE PAY	4,622.88
001-2-00000-0275	I.A.F.F.	1,683.00
001-2-00000-0276	FIREMANS RELIEF ASSN	501.23
001-2-00000-0279	GARNISHMENT FEE	29.34
001-2-00000-0735	TELEPHONE REIMBURSM...	197.38
001-2-00000-1282	AFLAC	2,540.20
001-2-00000-1283	GOLF COURSE FEES	336.46
001-2-00000-1287	ADVANCE LIFE	1,503.92
001-2-00000-2377	MED REIMB/DEP CARE	3,399.71
001-2-00000-2380	P & F INS. ASSOCIATION	937.23
001-2-03000-9203	COURT REFUNDS	310.00
001-5-00300-0000-0735	TELEPHONE	129.23
001-5-00300-0000-0737	GAS UTILITIES	115.50
001-5-00300-0000-0749	OTHER SERVICES	11,957.26
001-5-00800-0000-0603	BUILDING MAINTENANCE...	135.65
001-5-00800-0000-0735	TELEPHONE	41.41
001-5-01000-0000-0603	BUILDING MAINTENANCE...	364.63
001-5-01000-0000-0614	LANDSCAPING	549.26
001-5-01000-0000-0639	MATERIAL - BUILDING	2,116.72
001-5-01000-0000-0645	OIL, ANTI-FREEZE, GREASE...	144.85
001-5-01000-0000-0646	OPERATIONAL SUPPLIES	312.60
001-5-01000-0000-0651	PARTS FOR VEHICLES, EQU..	842.51
001-5-01000-0000-0652	TOOLS	863.59
001-5-01000-0000-0653	PAINT	171.51
001-5-01000-0000-0662	SHOP	1,261.46
001-5-01000-0000-0667	OFFICE SUPPLIES	231.28
001-5-01000-0000-0670	MISC. & SAFETY SUPPLIES	148.13
001-5-01000-0000-0736	ELECTRIC UTILITIES	295.50
001-5-01000-0000-0737	GAS UTILITIES	127.63
001-5-01000-0000-0765	TRAVEL & TRAINING EXP...	825.00
001-5-01100-0000-0737	GAS UTILITIES	43.31
001-5-01300-0000-0735	TELEPHONE	41.41
001-5-01300-0000-0737	GAS UTILITIES	279.73

Account Summary

Account Number	Account Name	Payment Amount
001-5-01400-0000-0737	GAS UTILITIES	90.33
001-5-01400-0000-0747	MAINT & REPAIR EQUIPM...	25.97
001-5-01700-0000-0735	TELEPHONE	81.42
001-5-01700-0000-0736	ELECTRIC UTILITIES	5,023.53
001-5-01800-0000-0603	BUILDING MAINTENANCE...	368.41
001-5-01800-0000-0638	LAUNDRY EXPENSE	43.92
001-5-01800-0000-0659	MEDICAL SUPPLIES	2,229.00
001-5-01800-0000-0668	POSTAGE & DELIVERY CH...	23.53
001-5-01800-0000-0682	UNIFORMS	185.00
001-5-01800-0000-0683	PROTECTIVE GEAR	503.95
001-5-01800-0000-0710	SOFTWARE MAINTENANCE	2,400.00
001-5-01800-0000-0735	TELEPHONE	668.15
001-5-01800-0000-0737	GAS UTILITIES	25.52
001-5-01800-0000-0749	OTHER SERVICES	49.10
001-5-01800-0000-0765	TRAVEL & TRAINING EXP...	55.00
001-5-01800-0000-0768	AMB-DUES	743.70
001-5-01800-0000-0840	FURNITURE	430.00
001-5-01900-0000-0637	PET FOOD AND SUPPLIES	2,726.10
001-5-01900-0000-0639	MATERIAL - BUILDING	767.99
001-5-01900-0000-0646	CLEANING & OP SUPPLIES	51.85
001-5-01900-0000-0667	OFFICE SUPPLIES	38.66
001-5-01900-0000-0682	UNIFORMS	29.99
001-5-01900-0000-0703	ADVERTISEMENTS & PRIN...	86.50
001-5-01900-0000-0725	VET MEDICAL EXPENSES	768.86
001-5-01900-0000-0735	TELEPHONE	82.82
001-5-01900-0000-0736	ELECTRIC UTILITIES	320.71
001-5-01900-0000-0737	GAS UTILITIES	310.45
001-5-01900-0000-0749	OTHER SERVICES	147.88
001-5-02200-0000-0668	POSTAGE & DELIVERY CH...	420.15
001-5-02200-0000-0735	TELEPHONE	448.51
001-5-02300-0000-0603	BUILDING MAINTENANCE...	99.74
001-5-02300-0000-0616	ANIMAL EXPENSE	271.11
001-5-02300-0000-0637	LABORATORY SUPPLIES	1,849.52
001-5-02300-0000-0646	OPERATIONAL SUPPLIES	521.37
001-5-02300-0000-0651	PARTS FOR VEHICLES, EQU..	4,348.92
001-5-02300-0000-0666	SUBSCRIPTIONS, BOOKS &...	139.78
001-5-02300-0000-0667	OFFICE SUPPLIES	1.45
001-5-02300-0000-0668	POSTAGE & DELIVERY CH...	37.64
001-5-02300-0000-0682	UNIFORMS	1,336.68
001-5-02300-0000-0696	INVESTIGATIONS	129.76
001-5-02300-0000-0714	REP & MAINT OF DATA P...	284.74
001-5-02300-0000-0724	CRIME PREVENTION	275.10
001-5-02300-0000-0725	MEDICAL EXPENSES	160.00
001-5-02300-0000-0735	TELEPHONE	2,947.69
001-5-02300-0000-0737	GAS UTILITIES	45.11
001-5-02300-0000-0746	MAINTAIN & REPAIR VEHI...	1,619.58
001-5-02300-0000-0749	OTHER SERVICES	487.50
001-5-02310-0000-0703	ADVERTISEMENTS & PRIN...	51.99
001-5-02310-0000-0768	DUES	632.00
001-5-02400-0000-0603	BUILDING MAINTENANCE...	13.42
001-5-02400-0000-0651	PARTS FOR VEHICLES, EQU..	607.99
001-5-02400-0000-0652	TOOLS	47.77
001-5-02400-0000-0666	SUBSCRIPTIONS, BOOKS &...	15.98
001-5-02400-0000-0667	OFFICE SUPPLIES	24.16
001-5-02400-0000-0670	MISC. & SAFETY SUPPLIES	683.11
001-5-02400-0000-0682	UNIFORMS	169.66
001-5-02400-0000-0683	PROTECTIVE GEAR	122.41
001-5-02400-0000-0735	TELEPHONE	805.41

Account Summary

Account Number	Account Name	Payment Amount
001-5-02400-0000-0737	GAS UTILITIES	184.67
001-5-02400-0000-0765	TRAVEL & TRAINING EXP...	918.25
001-5-02400-0000-0840	FURNITURE	429.99
001-5-02500-0000-0735	TELEPHONE	634.76
001-5-02500-0000-0737	GAS UTILITIES	150.64
001-5-02500-0000-0739	SIREN ELECTRICITY	139.21
001-5-02500-0000-0762	STREET LIGHTING	3,906.86
001-5-02500-0000-0769	TRAFFIC LIGHT ELECTRICI...	691.82
001-5-02900-0000-0735	TELEPHONE	41.41
001-5-03000-0000-0735	TELEPHONE	41.41
001-5-03000-0000-0737	GAS UTILITIES	189.57
001-5-03000-0000-9203	COURT REFUNDS	260.00
001-5-04000-0000-0736	ELECTRIC UTILITIES	3,691.46
001-5-04000-0000-0737	GAS UTILITIES	77.42
001-5-04800-0000-0622	RECREATION SUPPLIES &...	199.64
001-5-04800-0000-0735	TELEPHONE	41.41
001-5-04800-0000-0737	GAS UTILITIES	602.68
001-5-04800-0000-0747	MAINT & REPAIR EQUIPM...	95.88
002-2-00000-0250	F.I.T PAYABLE	69.98
002-2-00000-0251	FICA PAYABLE	47.72
002-2-00000-0252	SIT PAYABLE	68.54
002-2-00000-0256	KPFR PAYABLE	546.51
002-2-00000-0257	EMP MEDICAL INS PAYAB...	304.45
002-2-00000-0260	JCPOA UNION DUES PAYA...	12.59
002-2-00000-0267	DENTAL INSURANCE PAY	22.50
002-2-00000-1282	AFLAC	4.73
002-5-01900-0000-0725	VET MEDICAL EXPENSES	1,300.00
002-5-21000-0000-0749	OTHER SERVICES	495.00
014-2-00000-0250	F.I.T PAYABLE	1,285.59
014-2-00000-0251	FICA PAYABLE	2,574.02
014-2-00000-0252	SIT PAYABLE	634.82
014-2-00000-0254	UNITED FUND PAYABLE	5.53
014-2-00000-0255	KPERS PAYABLE	2,600.03
014-2-00000-0257	EMP MEDICAL INS PAYAB...	1,054.96
014-2-00000-0259	GARNISHMENTS PAYABLE	81.51
014-2-00000-0261	AETNA DEFERRED COMP ...	228.26
014-2-00000-0267	DENTAL INSURANCE PAY	157.64
014-2-00000-0279	GARNISHMENT FEE	2.51
014-2-00000-0735	TELEPHONE REIMBURSE...	21.88
014-2-00000-1282	AFLAC	72.32
014-2-00000-1287	ADVANCE LIFE	73.81
014-2-00000-2377	MED REIMB/DEP CARE	90.70
014-5-53200-0000-0735	TELEPHONE	216.99
014-5-53200-0000-0737	GAS UTILITIES	26.42
014-5-53400-0000-0735	TELEPHONE	80.02
014-5-53400-0000-0737	GAS UTILITIES	64.76
015-2-00000-0250	F.I.T PAYABLE	1,355.19
015-2-00000-0251	FICA PAYABLE	2,746.78
015-2-00000-0252	SIT PAYABLE	679.60
015-2-00000-0254	UNITED FUND PAYABLE	5.51
015-2-00000-0255	KPERS PAYABLE	2,744.97
015-2-00000-0257	EMP MEDICAL INS PAYAB...	1,093.97
015-2-00000-0259	GARNISHMENTS PAYABLE	81.49
015-2-00000-0261	AETNA DEFERRED COMP ...	228.26
015-2-00000-0267	DENTAL INSURANCE PAY	164.51
015-2-00000-0279	GARNISHMENT FEE	2.49
015-2-00000-0735	TELEPHONE REIMBURSE...	23.20
015-2-00000-1282	AFLAC	74.44

Account Summary

Account Number	Account Name	Payment Amount
015-2-00000-1287	ADVANCE LIFE	75.12
015-2-00000-2377	MED REIMB/DEP CARE	90.70
015-5-54000-0000-0735	TELEPHONE	88.49
015-5-54000-0000-0737	GAS UTILITIES	19.97
015-5-54700-0000-0736	ELECTRIC UTILITIES	538.45
018-2-00000-0250	F.I.T. PAYABLE	453.71
018-2-00000-0251	FICA PAYABLE	731.94
018-2-00000-0252	SIT PAYABLE	195.61
018-2-00000-0254	UNITED FUND PAYALBE	1.51
018-2-00000-0255	KPERS PAYABLE	759.26
018-2-00000-0257	EMP MEDICAL INS PAYAB...	196.52
018-2-00000-0259	GARNISHMENTS	233.01
018-2-00000-0261	DEFERRED COMP	106.52
018-2-00000-0267	DENTAL INSURANCE PAY	22.80
018-2-00000-0279	GARNISHMENT FEE	5.66
018-2-00000-0735	TELEPHONE REIMBURSE...	6.62
018-2-00000-1282	AFLAC	25.94
018-2-00000-1287	ADVANCE LIFE	30.60
018-2-00000-2377	FLEX SPENDING	22.38
018-5-61900-0000-0701	CONTRACTORS AGREEME...	30,478.50
023-2-00000-0250	F.I.T PAYABLE	1,009.43
023-2-00000-0251	FICA PAYABLE	1,983.06
023-2-00000-0252	SIT PAYABLE	466.72
023-2-00000-0254	UNITED FUND PAYABLE	1.94
023-2-00000-0255	KPERS PAYABLE	2,069.39
023-2-00000-0257	EMP MEDICAL INS PAYAB...	1,020.45
023-2-00000-0259	GARNISHMENTS PAYABLE	95.00
023-2-00000-0261	AETNA DEFERRED COMP ...	149.18
023-2-00000-0267	DENTAL INSURANCE PAY	145.12
023-2-00000-0279	GARNISHMENT FEE	5.00
023-2-00000-0735	TELEPHONE REIMBURSE...	11.17
023-2-00000-1282	AFLAC	85.95
023-2-00000-1287	ADVANCE LIFE	150.48
023-2-00000-2377	MED REIMB/DEP CARE	46.90
023-5-64400-0000-0735	TELEPHONE	185.45
023-5-64400-0000-0737	GAS UTILITIES	19.97
035-5-14000-0000-0749	OTHER SERVICES	13,063.51
047-2-00000-0250	F.I.T PAYABLE	15.50
047-2-00000-0251	FICA PAYABLE	10.68
047-2-00000-0252	SIT PAYABLE	13.91
047-2-00000-0256	KPFR PAYABLE	111.22
047-2-00000-0257	EMP MEDICAL INS PAYAB...	36.92
047-2-00000-0260	JCPOA UNION DUES PAYA...	3.53
047-2-00000-0267	DENTAL INSURANCE PAY	3.20
047-2-00000-1282	AFLAC	0.81
047-2-00000-1287	ADVANCE LIFE	1.85
050-5-44000-0000-0646	OPERATIONAL SUPPLIES	11,982.23
050-5-44000-0000-0765	TRAVEL & TRAINING EXP...	5,177.28
054-5-45000-0000-0765	TRAVEL & TRAINING EXP...	1,435.33
Grand Total:		409,673.35

Project Account Summary

Project Account Key	Payment Amount
None	377,399.85
00250190000000000725	1,000.00
002521000000000749	495.00
018561900000000701	30,478.50
0725PETCOM12500	300.00

Project Account Summary

Project Account Key
0725PETCOM12500

Payment Amount

Grand Total:

409,673.35



Junction City, KS

Bank Transaction Report

Transaction Detail

Issued Date Range: 11/15/2022 - 12/02/2022

Cleared Date Range: -

Issued Date	Cleared Date	Number	Description	Module	Status	Type	Amount
Accounts Payable							
Outstanding							
Bank Draft							
11/18/2022		DFT0010627	KANSAS PUBLIC EMPLOYEES	Accounts Payable	Outstanding	Bank Draft	-34.32
11/18/2022		DFT0010630	KANSAS DEPT OF REVENUE	Accounts Payable	Outstanding	Bank Draft	-6.49
11/18/2022		DFT0010631	INTERNAL REVENUE SERVICE	Accounts Payable	Outstanding	Bank Draft	-17.69
11/18/2022		DFT0010632	INTERNAL REVENUE SERVICE	Accounts Payable	Outstanding	Bank Draft	-3.32
11/18/2022		DFT0010633	KANSAS DEPT OF REVENUE	Accounts Payable	Outstanding	Bank Draft	-101.88
11/18/2022		DFT0010634	INTERNAL REVENUE SERVICE	Accounts Payable	Outstanding	Bank Draft	-276.62
11/18/2022		DFT0010635	INTERNAL REVENUE SERVICE	Accounts Payable	Outstanding	Bank Draft	-212.62
11/18/2022		DFT0010636	INTERNAL REVENUE SERVICE	Accounts Payable	Outstanding	Bank Draft	-64.70
11/18/2022		DFT0010637	ADVANCE LIFE INSURANCE	Accounts Payable	Outstanding	Bank Draft	-11.20
11/18/2022		DFT0010638	ADVANCE LIFE INSURANCE	Accounts Payable	Outstanding	Bank Draft	-5.41
11/18/2022		DFT0010639	AMERICAN FAMILY LIFE ASSURANCE COMPANY	Accounts Payable	Outstanding	Bank Draft	-7.99
11/18/2022		DFT0010640	AMERICAN FAMILY LIFE ASSURANCE COMPANY	Accounts Payable	Outstanding	Bank Draft	-146.42
11/18/2022		DFT0010641	BLUE CROSS BLUE SHIELD OF KS INC	Accounts Payable	Outstanding	Bank Draft	-71.54
11/18/2022		DFT0010642	BLUE CROSS BLUE SHIELD OF KS INC	Accounts Payable	Outstanding	Bank Draft	-438.10
11/18/2022		DFT0010643	BLUE CROSS BLUE SHIELD OF KS INC	Accounts Payable	Outstanding	Bank Draft	-38.99
11/18/2022		DFT0010644	BLUE CROSS BLUE SHIELD OF KS INC	Accounts Payable	Outstanding	Bank Draft	-252.38
11/18/2022		DFT0010645	BLUE CROSS BLUE SHIELD OF KS INC	Accounts Payable	Outstanding	Bank Draft	-836.64
11/18/2022		DFT0010646	BLUE CROSS BLUE SHIELD OF KS INC	Accounts Payable	Outstanding	Bank Draft	-209.16
11/18/2022		DFT0010647	BLUE CROSS BLUE SHIELD OF KS INC	Accounts Payable	Outstanding	Bank Draft	-90.70
11/18/2022		DFT0010648	KANSAS PUBLIC EMPLOYEES	Accounts Payable	Outstanding	Bank Draft	-446.77
11/18/2022		DFT0010649	KANSAS PUBLIC EMPLOYEES	Accounts Payable	Outstanding	Bank Draft	-637.65
11/18/2022		DFT0010650	KANSAS PUBLIC EMPLOYEES	Accounts Payable	Outstanding	Bank Draft	-1,245.62
11/18/2022		DFT0010651	KANSAS PUBLIC EMPLOYEES	Accounts Payable	Outstanding	Bank Draft	-156.37
11/18/2022		DFT0010652	ADVANCE SHORT TERM DISABILITY	Accounts Payable	Outstanding	Bank Draft	-27.24
11/18/2022		DFT0010653	AMERICAN FAMILY LIFE ASSURANCE COMPANY	Accounts Payable	Outstanding	Bank Draft	-46.00
11/18/2022		DFT0010654	KANSAS DEPT OF REVENUE	Accounts Payable	Outstanding	Bank Draft	-655.36
11/18/2022		DFT0010655	INTERNAL REVENUE SERVICE	Accounts Payable	Outstanding	Bank Draft	-1,853.44
11/18/2022		DFT0010656	INTERNAL REVENUE SERVICE	Accounts Payable	Outstanding	Bank Draft	-1,502.77
11/18/2022		DFT0010657	INTERNAL REVENUE SERVICE	Accounts Payable	Outstanding	Bank Draft	-433.44
11/18/2022		DFT0010658	ADVANCE LIFE INSURANCE	Accounts Payable	Outstanding	Bank Draft	-267.36
11/18/2022		DFT0010659	ADVANCE LIFE INSURANCE	Accounts Payable	Outstanding	Bank Draft	-731.00
11/18/2022		DFT0010660	AMERICAN FAMILY LIFE ASSURANCE COMPANY	Accounts Payable	Outstanding	Bank Draft	-339.70
11/18/2022		DFT0010661	AMERICAN FAMILY LIFE ASSURANCE COMPANY	Accounts Payable	Outstanding	Bank Draft	-1,553.51
11/18/2022		DFT0010662	BLUE CROSS BLUE SHIELD OF KS INC	Accounts Payable	Outstanding	Bank Draft	-239.57

Bank Transaction Report

Issued Date Range: -

Issued Date	Cleared Date	Number	Description	Module	Status	Type	Amount
11/18/2022		DFT0010663	BLUE CROSS BLUE SHIELD OF KS INC	Accounts Payable	Outstanding	Bank Draft	-967.34
11/18/2022		DFT0010664	BLUE CROSS BLUE SHIELD OF KS INC	Accounts Payable	Outstanding	Bank Draft	-1,996.45
11/18/2022		DFT0010665	BLUE CROSS BLUE SHIELD OF KS INC	Accounts Payable	Outstanding	Bank Draft	-3,593.61
11/18/2022		DFT0010666	BLUE CROSS BLUE SHIELD OF KS INC	Accounts Payable	Outstanding	Bank Draft	-643.86
11/18/2022		DFT0010667	BLUE CROSS BLUE SHIELD OF KS INC	Accounts Payable	Outstanding	Bank Draft	-1,855.80
11/18/2022		DFT0010668	BLUE CROSS BLUE SHIELD OF KS INC	Accounts Payable	Outstanding	Bank Draft	-438.10
11/18/2022		DFT0010669	BLUE CROSS BLUE SHIELD OF KS INC	Accounts Payable	Outstanding	Bank Draft	-1,314.30
11/18/2022		DFT0010670	BLUE CROSS BLUE SHIELD OF KS INC	Accounts Payable	Outstanding	Bank Draft	-623.84
11/18/2022		DFT0010671	BLUE CROSS BLUE SHIELD OF KS INC	Accounts Payable	Outstanding	Bank Draft	-7,066.64
11/18/2022		DFT0010672	BLUE CROSS BLUE SHIELD OF KS INC	Accounts Payable	Outstanding	Bank Draft	-2,394.14
11/18/2022		DFT0010673	BLUE CROSS BLUE SHIELD OF KS INC	Accounts Payable	Outstanding	Bank Draft	-11,503.80
11/18/2022		DFT0010674	BLUE CROSS BLUE SHIELD OF KS INC	Accounts Payable	Outstanding	Bank Draft	-3,346.56
11/18/2022		DFT0010675	BLUE CROSS BLUE SHIELD OF KS INC	Accounts Payable	Outstanding	Bank Draft	-1,511.82
11/18/2022		DFT0010676	BLUE CROSS BLUE SHIELD OF KS INC	Accounts Payable	Outstanding	Bank Draft	-3,115.40
11/18/2022		DFT0010677	BLUE CROSS BLUE SHIELD OF KS INC	Accounts Payable	Outstanding	Bank Draft	-4,984.64
11/18/2022		DFT0010678	BLUE CROSS BLUE SHIELD OF KS INC	Accounts Payable	Outstanding	Bank Draft	-2,200.38
11/18/2022		DFT0010679	BLUE CROSS BLUE SHIELD OF KS INC	Accounts Payable	Outstanding	Bank Draft	-1,469.34
11/18/2022		DFT0010680	KANSAS PUBLIC EMPLOYEES	Accounts Payable	Outstanding	Bank Draft	-81,956.68
11/18/2022		DFT0010681	KANSAS PUBLIC EMPLOYEES	Accounts Payable	Outstanding	Bank Draft	-3,886.69
11/18/2022		DFT0010682	KANSAS PUBLIC EMPLOYEES	Accounts Payable	Outstanding	Bank Draft	-4,165.48
11/18/2022		DFT0010683	KANSAS PUBLIC EMPLOYEES	Accounts Payable	Outstanding	Bank Draft	-14,598.68
11/18/2022		DFT0010684	GREAT WEST FINANCIAL	Accounts Payable	Outstanding	Bank Draft	-9,293.00
11/18/2022		DFT0010685	KANSAS PUBLIC EMPLOYEES	Accounts Payable	Outstanding	Bank Draft	-1,564.42
11/18/2022		DFT0010686	GREAT WEST FINANCIAL	Accounts Payable	Outstanding	Bank Draft	-1,166.00
11/18/2022		DFT0010687	ADVANCE SHORT TERM DISABILITY	Accounts Payable	Outstanding	Bank Draft	-800.81
11/18/2022		DFT0010688	AMERICAN FAMILY LIFE ASSURANCE COMPANY	Accounts Payable	Outstanding	Bank Draft	-732.69
11/18/2022		DFT0010689	KANSAS DEPT OF REVENUE	Accounts Payable	Outstanding	Bank Draft	-16,665.27
11/18/2022		DFT0010690	INTERNAL REVENUE SERVICE	Accounts Payable	Outstanding	Bank Draft	-19,937.68
11/18/2022		DFT0010691	INTERNAL REVENUE SERVICE	Accounts Payable	Outstanding	Bank Draft	-34,000.41
11/18/2022		DFT0010692	INTERNAL REVENUE SERVICE	Accounts Payable	Outstanding	Bank Draft	-11,956.24
11/18/2022		DFT0010698	BLUE CROSS BLUE SHIELD OF KS INC	Accounts Payable	Outstanding	Bank Draft	-209.16
11/18/2022		DFT0010703	KANSAS PUBLIC EMPLOYEES	Accounts Payable	Outstanding	Bank Draft	-318.84
11/18/2022		DFT0010704	KANSAS PUBLIC EMPLOYEES	Accounts Payable	Outstanding	Bank Draft	-21.40
11/18/2022		DFT0010707	KANSAS DEPT OF REVENUE	Accounts Payable	Outstanding	Bank Draft	-120.19
11/18/2022		DFT0010708	INTERNAL REVENUE SERVICE	Accounts Payable	Outstanding	Bank Draft	-265.34
11/18/2022		DFT0010709	INTERNAL REVENUE SERVICE	Accounts Payable	Outstanding	Bank Draft	-302.75
11/18/2022		DFT0010710	INTERNAL REVENUE SERVICE	Accounts Payable	Outstanding	Bank Draft	-69.92
11/18/2022		DFT0010720	ADVANCE LIFE INSURANCE	Accounts Payable	Outstanding	Bank Draft	-1.60
11/18/2022		DFT0010721	BLUE CROSS BLUE SHIELD OF KS INC	Accounts Payable	Outstanding	Bank Draft	-623.08
11/18/2022		DFT0010722	BLUE CROSS BLUE SHIELD OF KS INC	Accounts Payable	Outstanding	Bank Draft	-56.42
11/18/2022		DFT0010723	KANSAS PUBLIC EMPLOYEES	Accounts Payable	Outstanding	Bank Draft	-943.64
11/18/2022		DFT0010724	ADVANCE SHORT TERM DISABILITY	Accounts Payable	Outstanding	Bank Draft	-4.50
11/18/2022		DFT0010725	AMERICAN FAMILY LIFE ASSURANCE COMPANY	Accounts Payable	Outstanding	Bank Draft	-12.11

Bank Transaction Report

Issued Date Range: -

Issued Date	Cleared Date	Number	Description	Module	Status	Type	Amount
11/18/2022		DFT0010726	KANSAS DEPT OF REVENUE	Accounts Payable	Outstanding	Bank Draft	-52.99
11/18/2022		DFT0010727	INTERNAL REVENUE SERVICE	Accounts Payable	Outstanding	Bank Draft	-32.68
11/18/2022		DFT0010728	INTERNAL REVENUE SERVICE	Accounts Payable	Outstanding	Bank Draft	-51.90
Bank Draft Total: (80)							-265,798.56
Check							
11/18/2022		378768	FAMILY SUPPORT PAYMENT CENTER	Accounts Payable	Outstanding	Check	-165.46
11/18/2022		378770	KAHRS LAW OFFICE, P.A.	Accounts Payable	Outstanding	Check	-10.00
11/18/2022		378772	LAW OFFICE OF AMBER M. BREHM	Accounts Payable	Outstanding	Check	-294.84
11/18/2022		378773	MICHAEL A. MONTOYA, P.A.	Accounts Payable	Outstanding	Check	-667.62
11/18/2022		378774	POLICE & FIREMEN'S INSURANCE ASSOCIATION	Accounts Payable	Outstanding	Check	-937.23
11/18/2022		378776	STATE OF ARKANSAS	Accounts Payable	Outstanding	Check	-192.00
11/21/2022		378780	GARCIA, DANISSA A	Accounts Payable	Outstanding	Check	-75.00
11/21/2022		378781	USA INN	Accounts Payable	Outstanding	Check	-260.00
11/21/2022		378782	POSTMASTER	Accounts Payable	Outstanding	Check	-10,000.00
11/21/2022		378783	DS&O RURAL ELECTRIC	Accounts Payable	Outstanding	Check	-10,059.67
11/21/2022		378786	WOODRIVER ENERGY LLC	Accounts Payable	Outstanding	Check	-128.88
11/21/2022		378787	FIT EXCAVATING INC.	Accounts Payable	Outstanding	Check	-30,478.50
11/21/2022		378788	FORVIS, LLP	Accounts Payable	Outstanding	Check	-11,957.26
11/22/2022		378789	BIG ASS HOLDING, LLC	Accounts Payable	Outstanding	Check	-8,600.00
11/22/2022		378790	COX, KENNETH	Accounts Payable	Outstanding	Check	-35.00
11/28/2022		378799	KANSAS GAS SERVICE	Accounts Payable	Outstanding	Check	-1,402.99
11/28/2022		378800	VERIZON WIRELESS	Accounts Payable	Outstanding	Check	-6,597.57
Check Total: (17)							-81,862.02
EFT							
11/18/2022		10001930	FIREMEN'S RELIEF ASSOCIATION	Accounts Payable	Outstanding	EFT	-241.23
11/18/2022		10001931	JCPOA	Accounts Payable	Outstanding	EFT	-900.00
11/18/2022		10001932	JUNCTION CITY FIRE FIGHTERS ASSOCIATION LOCAL 3309	Accounts Payable	Outstanding	EFT	-1,683.00
11/18/2022		10001933	JUNCTION CITY FIREFIGHTERS AID ASSOCIATION	Accounts Payable	Outstanding	EFT	-260.00
11/28/2022		10001939	FREEDOM CLAIMS MGT.INC CLAIMS ACCOUNT	Accounts Payable	Outstanding	EFT	-13,063.51
EFT Total: (5)							-16,147.74
Outstanding Total: (102)							-363,808.32
Accounts Payable Total: (102)							-363,808.32
Payroll							
Outstanding							
EFT							
11/18/2022		EFT0000125	Payroll EFT	Payroll	Outstanding	EFT	-1,745.61
11/18/2022		EFT0000126	Payroll EFT	Payroll	Outstanding	EFT	-10,698.90
11/18/2022		EFT0000127	Payroll EFT	Payroll	Outstanding	EFT	-298,843.79
11/18/2022		EFT0000128	Payroll EFT	Payroll	Outstanding	EFT	-1,168.65
12/02/2022		EFT0000129	Payroll EFT	Payroll	Outstanding	EFT	-11,268.13
12/02/2022		EFT0000130	Payroll EFT	Payroll	Outstanding	EFT	-97.17

Bank Transaction Report

Issued Date Range: -

Issued Date	Cleared Date	Number	Description	Module	Status	Type	Amount
12/02/2022		EFT0000131	Payroll EFT	Payroll	Outstanding	EFT	-316,429.47
EFT Total: (7)							-640,251.72
Outstanding Total: (7)							-640,251.72
Payroll Total: (7)							-640,251.72
Report Total: (109)							-1,004,060.04

Summary

Bank Account	Count	Amount
1074318 POOLED CASH MASTER	109	-1,004,060.04
Report Total:	109	-1,004,060.04

Cash Account	Count	Amount
999 999-1-00000-0101 POOLED CASH MASTER	109	-1,004,060.04
Report Total:	109	-1,004,060.04

Transaction Type	Count	Amount
Bank Draft	80	-265,798.56
Check	17	-81,862.02
EFT	12	-656,399.46
Report Total:	109	-1,004,060.04



City of Junction City – City Commission Agenda Memo

From: Human Resources
To: Mayor and Commissioners
Subject: Payroll #22 & #23 2022

Objective: The consideration and approval of Payroll #22 & #23 for the month of November 2022.

Explanation of Issue: The payroll for November was calculated as the attachment outlines.

Alternatives: The City Commission has the following alternatives concerning the issues at hand,

Approve, disapprove, or table the Payroll #22 & #23 request

Recommendation: City Staff recommends the City Commission approve the November 2022 Payrolls.

Enclosures:

1. Calculation of Employer Expenses for payrolls #22 & #23
2. General Ledger Totals

Employer Paid Wages & Benefits

Payroll # 22 2022

Payroll # 23 2022

Retirement Contributions		
KPERS Tier 1	\$ 2,331.16	\$ 2,588.44
KPERS Tier 2	\$ 3,119.47	\$ 2,868.99
KPERS Tier 3	\$ 8,460.18	\$ 9,464.04
KPERS Retired	\$ -	\$ -
KP&F	\$ 59,771.63	\$ 62,361.63
Social Security	\$ 10,854.32	\$10,895.56
Medicare	\$ 6,062.83	\$6,194.84
BCBS Dental	\$ 3,567.94	\$ 3,616.90
Freedom Claims/BCBS	\$ 35,681.26	\$ 35,346.58
Advance (BCBS)	\$ 275.36	\$ 278.56
Employee Salary	\$ 305,133.33	\$ 309,542.69

CITY COMMISSION MINUTES

November 15, 2022

7:00 p.m.

CALL TO ORDER

The scheduled meeting of the Junction City Commission was held on Tuesday, November 15th, 2022 with Mayor Jeff Underhill presiding.

The following members of the Commission were present: Jeff Underhill, Pat Landes, Nate Butler, Ronna Larson, and Matthew Bea. Staff present was: City Manager Dinkel, City Clerk Melton, Finance Director Miller, and City Attorney Stites.

CONSENT AGENDA

Commissioner Butler moved, seconded by Commissioner Landes to approve the consent agenda as presented. Ayes: Underhill, Landes, Butler, Larson, and Bea. Nays: None. Motion carried.

- a. Consideration of Appropriation Ordinance A-22 dated – November 2nd, 2022 – November 11th, 2022, in the amount of \$972,052.86 and pre-approval for items listed below in the amount \$300,193.50. (p.3)

Columbia Capital Management \$1,290.00, Dartpoints LLC \$365.76, Dorothy Bramlage Library \$9,062.72, Joshua Douglass \$2,762.50, Kansas State Treasurer Ron Estes \$5,888.12, Culligan of NE Kansas \$12.00, Raven Aero Service LLC \$850.00, VC3 Inc \$4,380.30, & Veolia Water North America \$275,582.10.

- b. Consideration of October 2022 ambulance contractual obligation adjustments for \$40,297.24 & bad debt adjustments for \$10,742.00. (p.19)
- c. Consideration of City Commission Minutes for the November 1st, 2022 Meeting. (p.20)

PUBLIC HEARING

Public Hearing for the Proposed Improvements to the Wastewater Treatment Plant Project was opened by Mayor Underhill at 7:01 p.m. City Manager Dinkel and Don Lindeman, HDR Engineering gave details and answered questions. The Public Hearing for the Proposed Improvements to the Wastewater Treatment Plant Project was closed by Mayor Underhill without further comment at 7:07 p.m.

November 15, 2022

SPECIAL PRESENTATIONS

Presentation on Match Day was made by Mr. Walker, Geary Community Foundation.

APPOINTMENTS

The Appointment of Mark Powers as City Appointee to the Junction City Area Chamber of Commerce Economic Development Advisory Committee for a 3-year term expiring on December 31st, 2025 was presented. City Manager Dinkel gave details and answered questions. Commissioner Landes moved to approve the Appointment of Mark Powers as City Appointee to the Junction City Area Chamber of Commerce Economic Development Advisory Committee for a 3-year term expiring on December 31st, 2025, seconded by Commissioner Larson. Ayes: Underhill, Landes, Butler, Larson, and Bea. Nays: None. Motion carried.

The Reappointment of Branden Dibben to the MPC & Board of Zoning Appeals for a 3-year term expiring on December 31st, 2025 was presented. City Manager Dinkel gave details and answered questions. Commissioner Landes moved to approve the Reappointment of Branden Dibben to the MPC & Board of Zoning Appeals for a 3-year term expiring on December 31st, 2025, seconded by Commissioner Larson. Ayes: Underhill, Landes, Butler, Larson, and Bea. Nays: None. Motion carried.

UNFINISHED BUSINESS

The Request to Solicit Bids for the Demolition of the dangerous & unsafe structure at 215 West 12th Street was presented. City Attorney Stites and City Manager Dinkel gave details and answered questions. Commissioner Larson moved to table the Request to Solicit Bids for the Demolition of the dangerous & unsafe structure at 215 West 12th Street to January 3rd, 2023, seconded by Commissioner Butler. Ayes: Underhill, Landes, Butler, Larson, and Bea. Nays: None. Motion carried.

Ordinance No. G-1294, Connection of Service Utilities was presented. Commissioner Landes moved to approve Ordinance No. G-1294, Connection of Service Utilities, seconded by Commissioner Bea. Ayes: Underhill, Landes, Butler, Larson, and Bea. Nays: None. Motion carried.

NEW BUSINESS

Ordinance No. G-1295, Amendment of Court Costs & Attorney Fees was presented. City Attorney Stites gave details and answered questions. Commissioner Landes moved to approve Ordinance No. G-1295, Amendment of Court Costs & Attorney Fees, seconded by Commissioner Larson. Ayes: Underhill, Landes, Butler, Larson, and Bea. Nays: None. Motion carried.

November 15, 2022

Resolution No. R-3023, Loan Application under the Kansas Water Pollution Revolving Fund Act for Wastewater was presented. City Manager Dinkel gave details and answered questions. Commissioner Larson moved to approve Resolution No. R-3023, Loan Application under the Kansas Water Pollution Revolving Fund Act for Wastewater, seconded by Commissioner Bea. Ayes: Underhill, Landes, Butler, Larson, and Bea. Nays: None. Motion carried.

The Amended Contract between the City of Junction City & the Junction City Police Officer Association was presented. Police Chief Lamb gave details and answered questions. Commissioner Landes moved to approve the Amended Contract between the City of Junction City & the Junction City Police Officer Association, seconded by Commissioner Bea. Ayes: Underhill, Landes, Butler, Larson, and Bea. Nays: None. Motion carried.

Change Order #01 for the 2020 Cost Share Intersection Improvements at Ash Street & Eisenhower Drive was presented. Public Works Director Ibarra gave details and answered questions. Commissioner Butler moved to approve Change Order #01 for the 2020 Cost Share Intersection Improvements at Ash Street & Eisenhower Drive, seconded by Commissioner Bea. Ayes: Underhill, Landes, Butler, Larson, and Bea. Nays: None. Motion carried.

The Award of Bid for a 1 Ton Heavy Duty Dump Truck to Shawnee Mission Ford in the amount of \$93,901.00 was presented. Public Works Director gave details and answered questions. Commissioner Bea moved to approve the Award of Bid for a 1 Ton Heavy Duty Dump Truck to Shawnee Mission Ford in the amount not to exceed \$93,901.00, seconded by Commissioner Landes. Ayes: Underhill, Landes, Butler, Larson, and Bea. Nays: None. Motion carried.

The Banking Services RFP Modification was presented. Finance Director Miller gave details and answered questions. Commissioner Landes moved to approve the Banking Services RFP Modification, seconded by Commissioner Larson. Ayes: Underhill, Landes, Butler, Larson, and Bea. Nays: None. Motion carried.

The Request to Set a Public Hearing for the 2022 Budget Amendments was presented. Finance Director Miller gave details and answered questions. Commissioner Landes moved to approve the Request to Set a Public Hearing for the 2022 Budget Amendments on December 6th, 2022 at 7:00 p.m., seconded by Commissioner Butler. Ayes: Underhill, Butler, Larson, and Bea. Nays: Landes. Motion carried.

Ordinance No. S-3264, Approving the Junction City Main Street Christmas Market Event at the Parking Lot on the corner of 8th & Jefferson Streets, across from the Fire Department & Authorizing the Sale, Consumption & Possession of Alcoholic Liquor & Enhanced Cereal Malt Beverages was presented. City Manager Dinkel gave details and answered questions. Commissioner Landes

November 15, 2022

moved to approve Ordinance No. S-3264, Approving the Junction City Main Street Christmas Market Event at the Parking Lot on the corner of 8th & Jefferson Streets, across from the Fire Department & Authorizing the Sale, Consumption & Possession of Alcoholic Liquor & Enhanced Cereal Malt Beverages, seconded by Commissioner Larson. Ayes: Underhill, Butler, Larson, and Bea. Nays: Landes. Motion carried.

MAYOR, COMMISSIONER & STAFF COMMENTS

Mayor, Commissioners and Staff provided reports on Committees and Community Events.

ADJOURNMENT

Commissioner Landes moved, seconded by Commissioner Larson to adjourn at 7:47 p.m. Ayes: Underhill, Landes, Butler, Larson, and Bea. Nays: None. Motion carried.

APPROVED AND ACCEPTED THIS 6TH DAY OF DECEMBER AS THE OFFICIAL COPY OF THE JUNCTION CITY COMMISSION MINUTES FOR NOVEMBER 15TH, 2022.

Tammy Melton, City Clerk

Jeff Underhill, Mayor

City of Junction City

City Commission

Agenda Memo

December 06, 2022

From: Ames Howard, Assistant Codes Administrator
To: Allen Dinkel, City Manager
Subject: 2023 Annual Cereal Malt Beverage License Renewals

Objective: The consideration and approval of Cereal Malt Beverage licenses from January 1, 2023 – December 31, 2023.

Explanation of Issue: Cereal Malt Beverage licenses expire December 31st of every year. In order to renew or obtain a new City license each business must be in compliance. To be in compliance the business manager/applicant must pass a background check, pass inspections by the Kansas Department of Agriculture and the Fire Department and obtain City Commission approval. Once all businesses are in compliance a report is sent to the State.

The following businesses have a 2022 CMB license. These businesses have or are expected to apply for the 2023 CMB license. Pending the background check, Fire and Life Safety inspection and Kansas Department of Agriculture inspection, City staff is requesting approval of each license for 2023.

- Casey's General Store #2004 (Limited)
- Dillons #44 (Limited)
- Handy's #4, LLC (Limited)
- Handy's #5, LLC (Limited)
- MJC Huts Inc, DBA Pizza Hut (General)
- Rohan, Inc (Limited)
- Shell Travel Center #6 (Limited)
- Shop Quik #2 (Limited)
- Shop Quik #5 (Limited)
- Shop Quik #7 (Limited)
- Wal-Mart #4626 (Fuel Station) (Limited)
- Wal-Mart #4626 (Market Place) (Limited)
- Wal-Mart Supercenter #43 (Limited)
- CVS Pharmacy #10304 (Limited)
- Aldi #102 (Limited)
- Dollar General Store #2579 (Limited)
- Dollar General Store #17966 (Limited)
- Dollar General Store #22205 (Limited)
- Family Dollar #31118 (Limited)

Budget Impact: There are two different types of Cereal Malt Beverage licenses, General and Limited. A General Cereal Malt Beverage license, which is to sell and consume on the premises, is \$200.00. A Limited Cereal Malt Beverage license, which is to sell and consume off the premises, is \$50.00. Each business is charged a \$25.00 investigation fee. Each

license will be issued a stamp that is purchased from the State, the cost of the stamp is \$25 and is reimbursed by each license holder.

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

1. Approve, Disapprove, Modify, Table

Recommendation: City Staff recommends to approve all Cereal Malt Beverage licenses from January 1, 2023 – December 31, 2023.

City of Junction City

City Commission - Agenda Memo

Meeting Date: December 6, 2022

From: Lindsay Miller, Finance Director

To: City Commissioners and Allen Dinkel, City Manager

Subject: **PUBLIC HEARING: 2022 Budget Amendments**

Objective: The City of Junction City Commission meets for the purpose of hearing and answering objections of taxpayers relating to the City 2022 amended budget.

Explanation of Issue: Give the taxpayers an opportunity to speak regarding the proposed amendments for the 2022 budget. Proposed changes are listed below.

<u>Budget</u>	<u>2022 Budget</u>	<u>2022 Amend Budget</u>
General Fund (001)	\$24,836,353	\$25,836,353
*Establishing authority for increased revenues for projects		
Temporary Notes (011)	\$0	\$660,232
*Project Delayed		
Special Law Enforce (050)	\$583,220	\$1,350,000
*Establishing authority for increased revenues for fund		
Law Enforce Training (054)	\$17,518	\$20,000
*Establishing authority for increased revenues for fund		

City of Junction City

City Commission

Agenda Memo

Meeting Date: December 6, 2022

From: Lindsay Miller, Finance Director

To: City Commissioners and Allen Dinkel, City Manager

Subject: Water & Sewer Financial Business Plan Update

Objective: Presentation by Raftelis with an updated Water & Sewer Financial Business Plan.

Explanation: In July 2020, Raftelis updated our financial business plan for the City's Water & Sewer funds and developed updated recommendations for both water and sewer rates to align with our financial needs to fund immediate, short- & long-term expenses within the City water and sewer systems. This financial plan has been a great path for us to follow, so we asked Raftelis to update the business plan to make sure we keep on a strong financial path with all our upcoming projects, upgrades, and debt service payments.

The intent of this Financial Business Plan is to ensure a level of revenue required to maintain independent financial sustainability for each utility (water & sewer.) The plan is driven by the primary segments: inflationary operations & maintenance costs, the size & timing of the capital expenditures, debt obligations, and the financial management policies of the City. This plan outlines the rates needed on a financial schedule to keep our water & sewer accounts at a healthy state.

Budget Impact: The rate adjustments will keep the motion needed to work towards generating the needed revenue to cover critical infrastructure improvements for both water & sewer.

Enclosure: Water & Sewer Financial Business Plan Update

City of Junction City

Utility Financial Business Plan Update

December 6, 2022



Financial Planning

Overview

1

Forecast Baseline Revenue

2

Forecast Operating and Capital Expenditures

3

Develop Cash Flow Forecast

4

Assess Revenue Sufficiency

Factors Impacting Revenue Sufficiency



Declining per Capita Demand



Inflationary Pressures

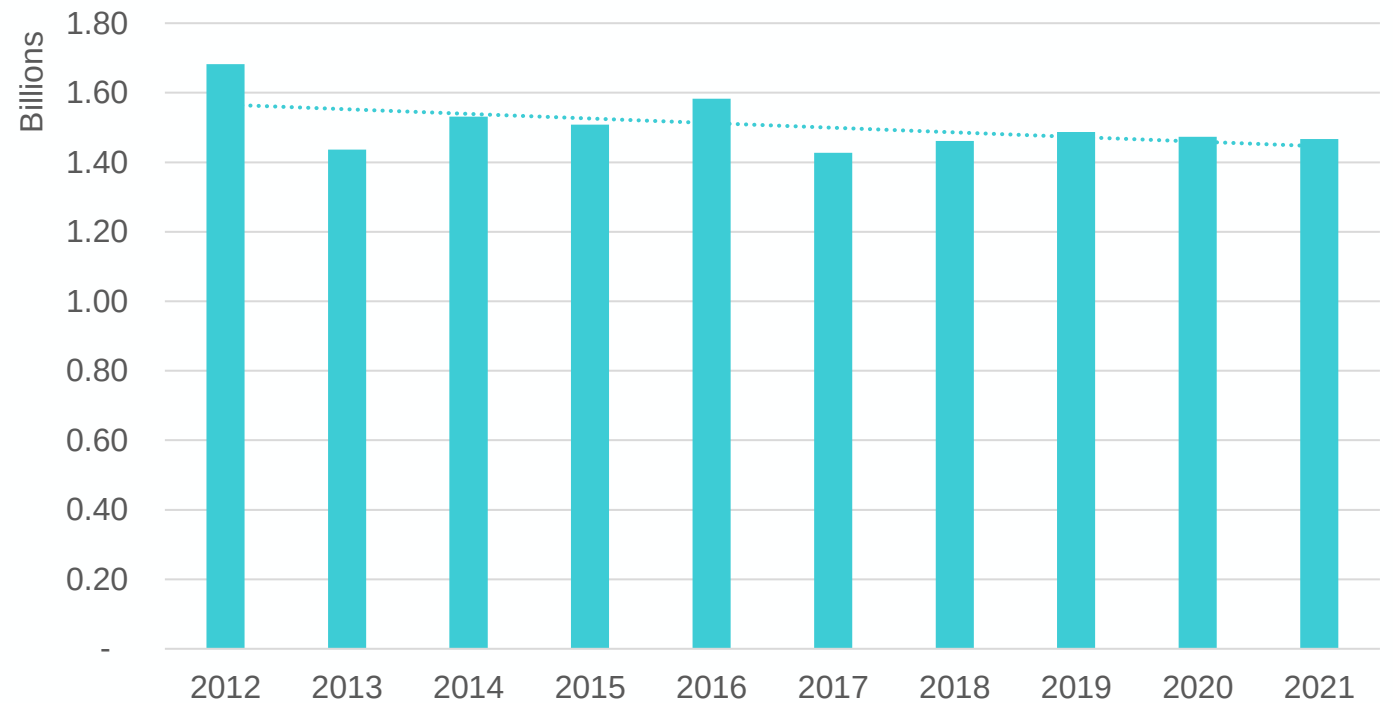


Regulatory Requirements



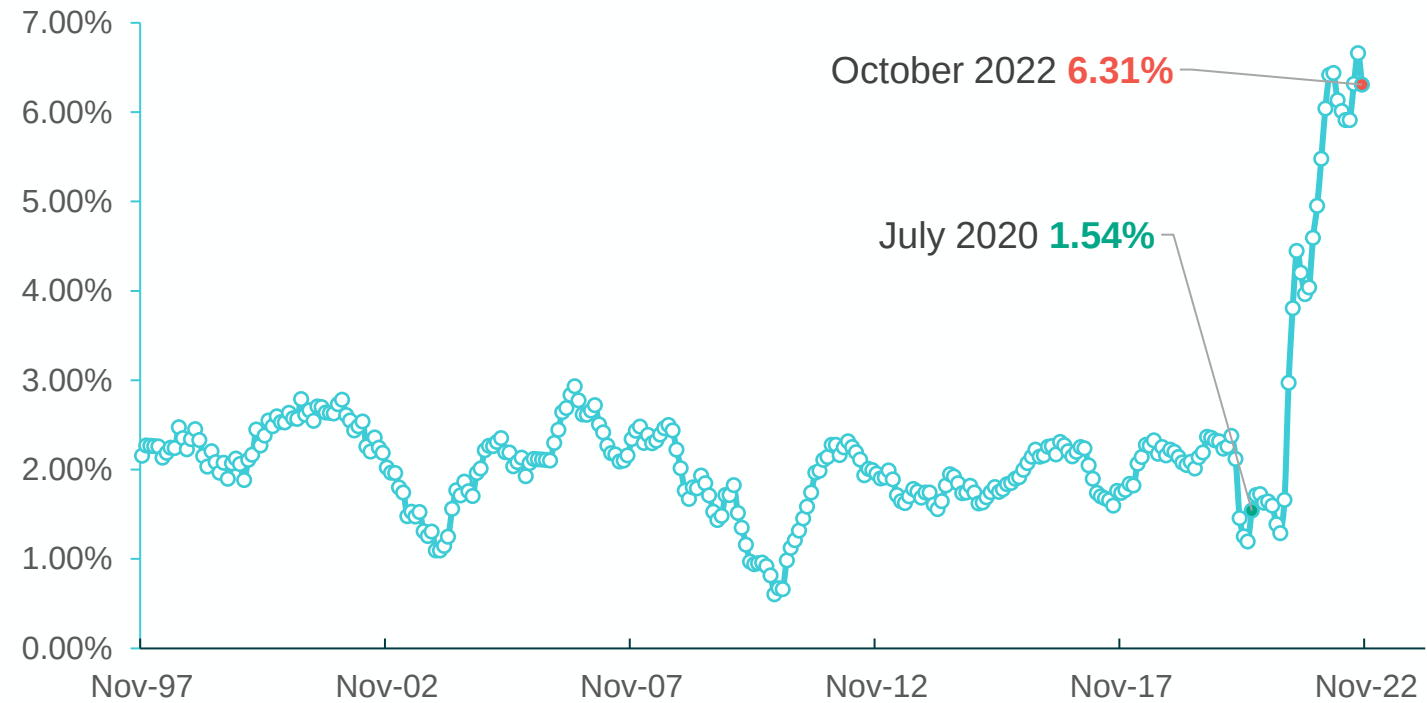
Customer Water Demand

Water Production (2012 – 2021)



Operating Expenditures

% Change in Core CPI-U (1997 - 2022)



- Salaries and Wages
- Power, Chemicals and Fuel
- General Inflation



Capital Expenditures



WATER UTILITY

- \$750 / year waterline replacements
- WTP Phase II – KDHE Loan



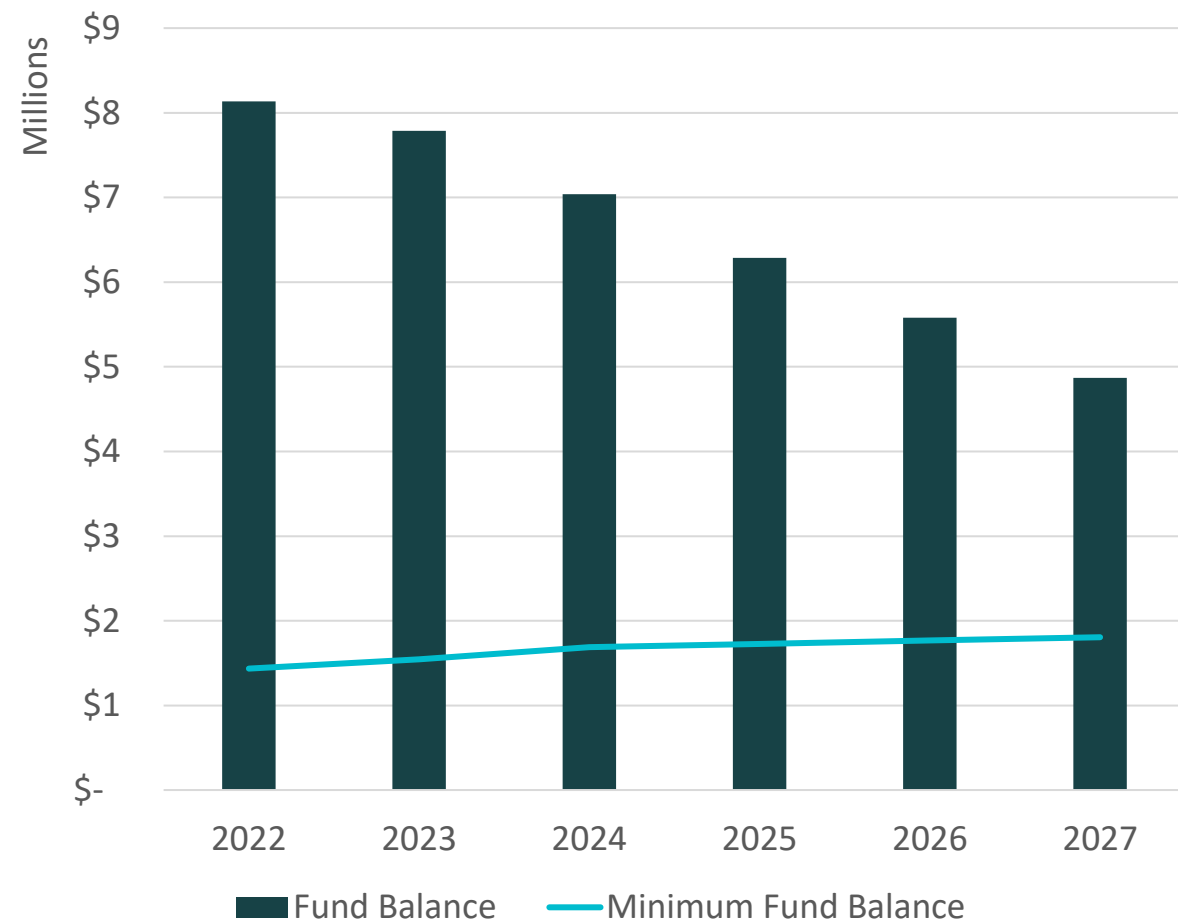
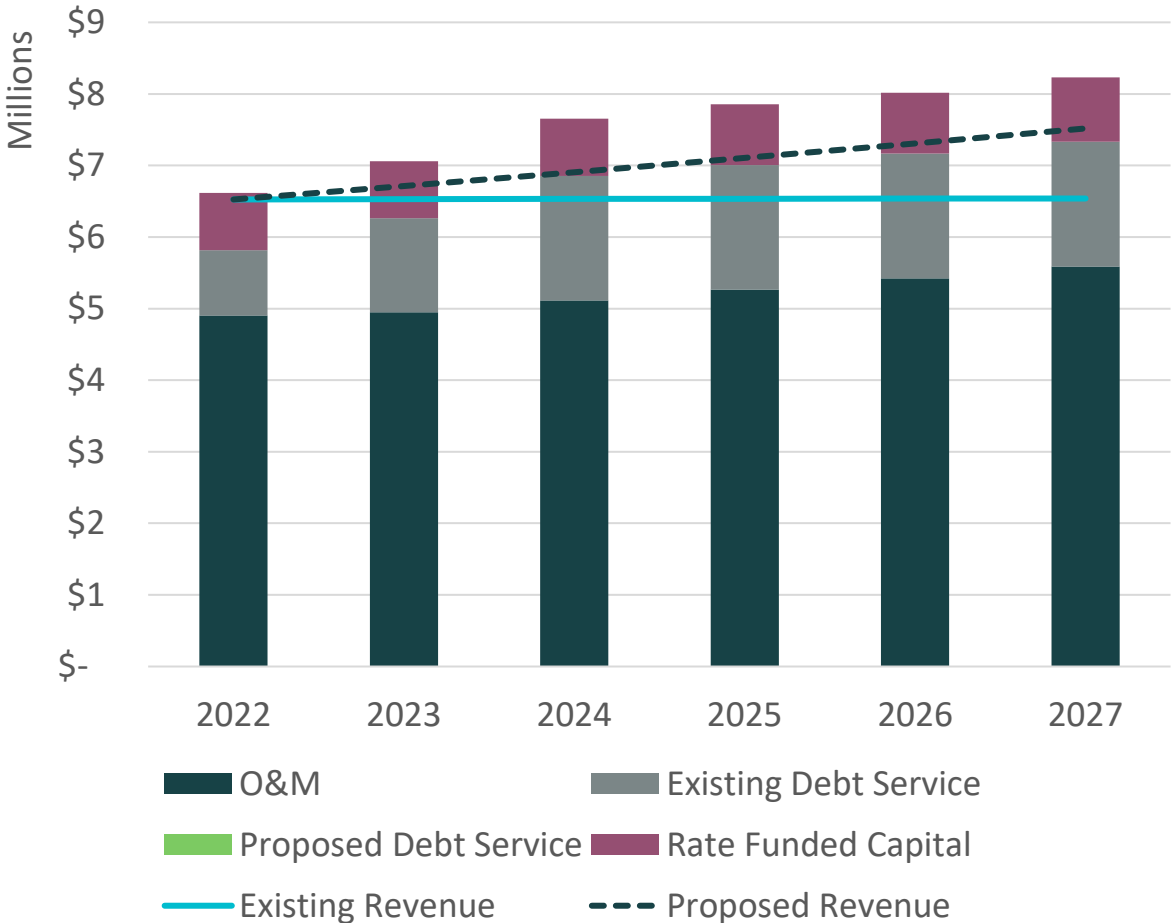
SEWER UTILITY

- \$325k / year sewer rehab
- WWTP Phase II
 - Was \$32.4MM
 - Now \$79.6MM – New KDHE Loan

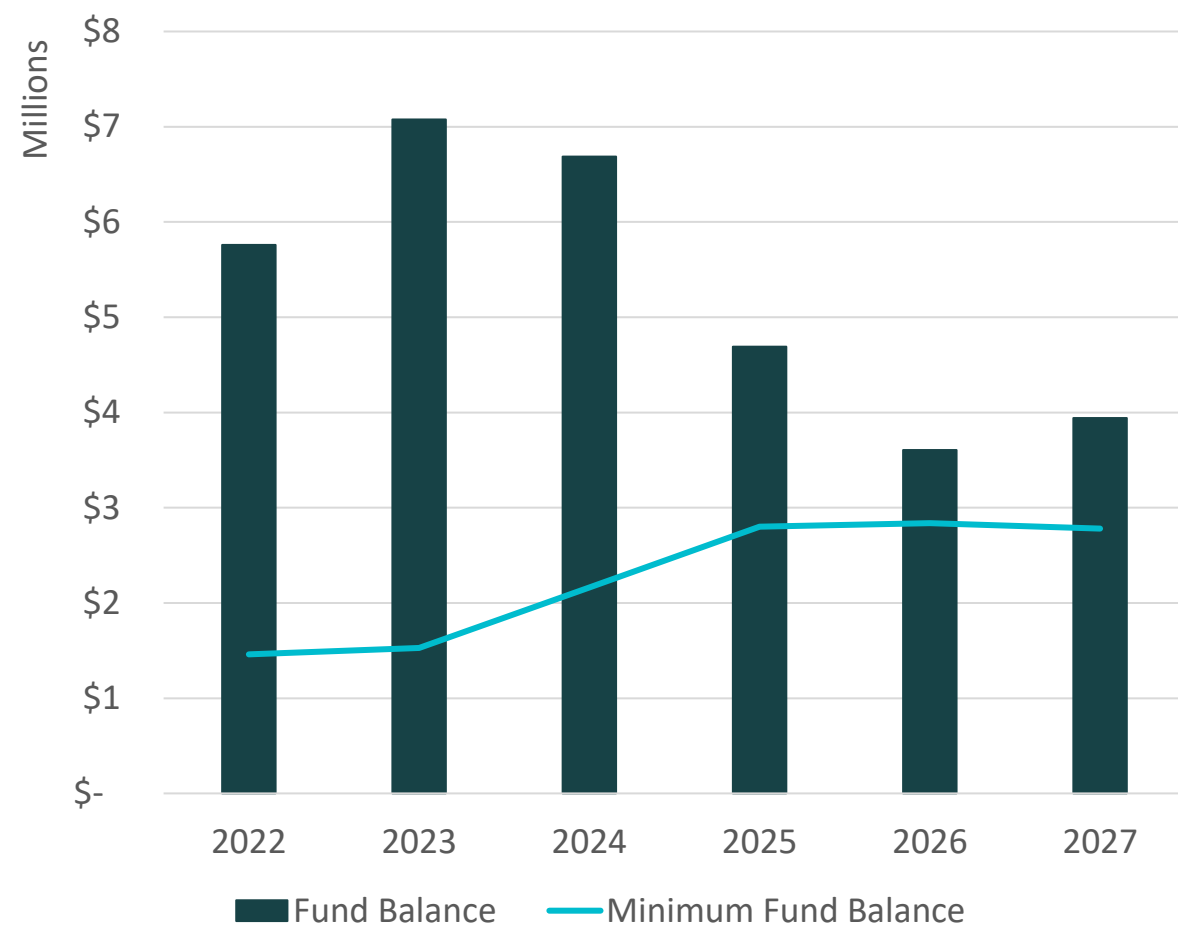
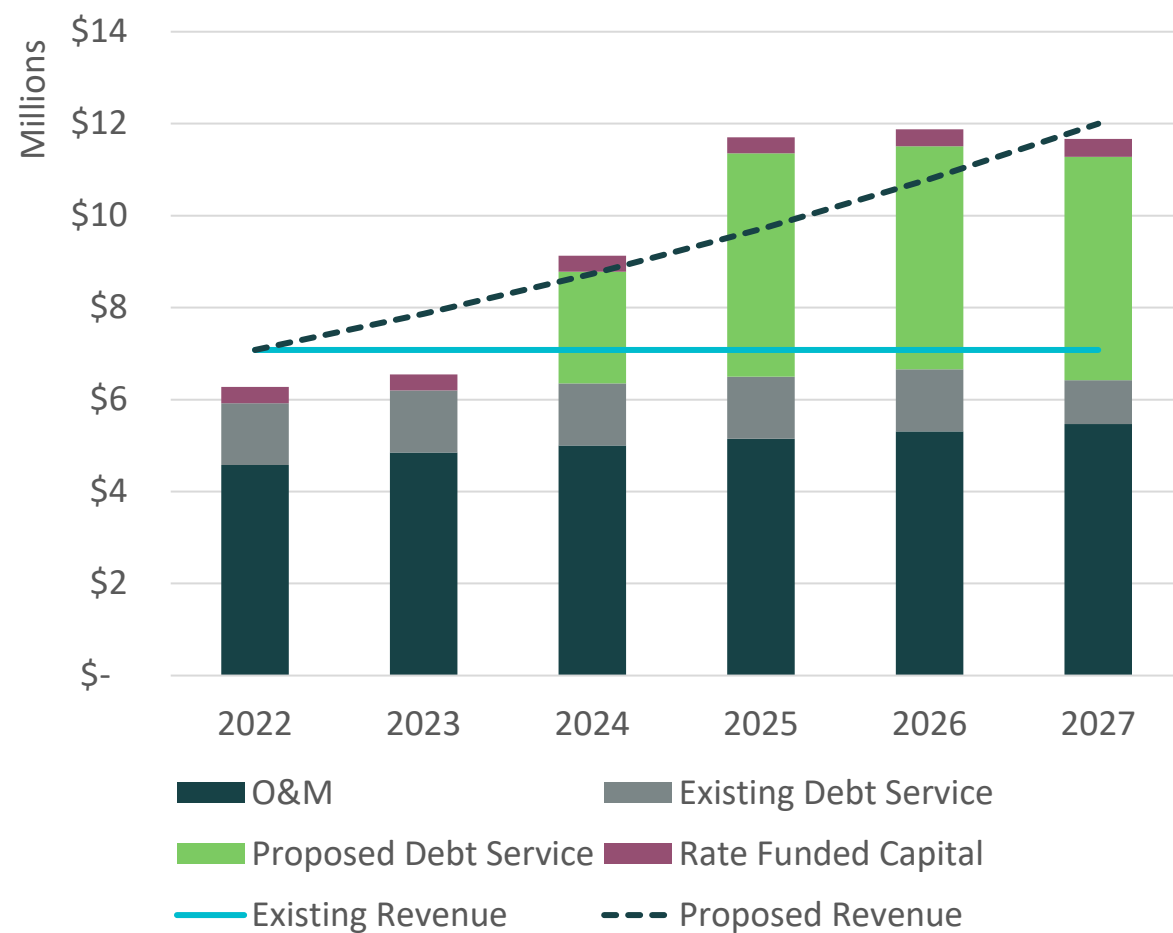


Plans utilize existing fund balance to mitigate rate impacts

Water Utility Financial Plan



Sewer Utility Financial Plan



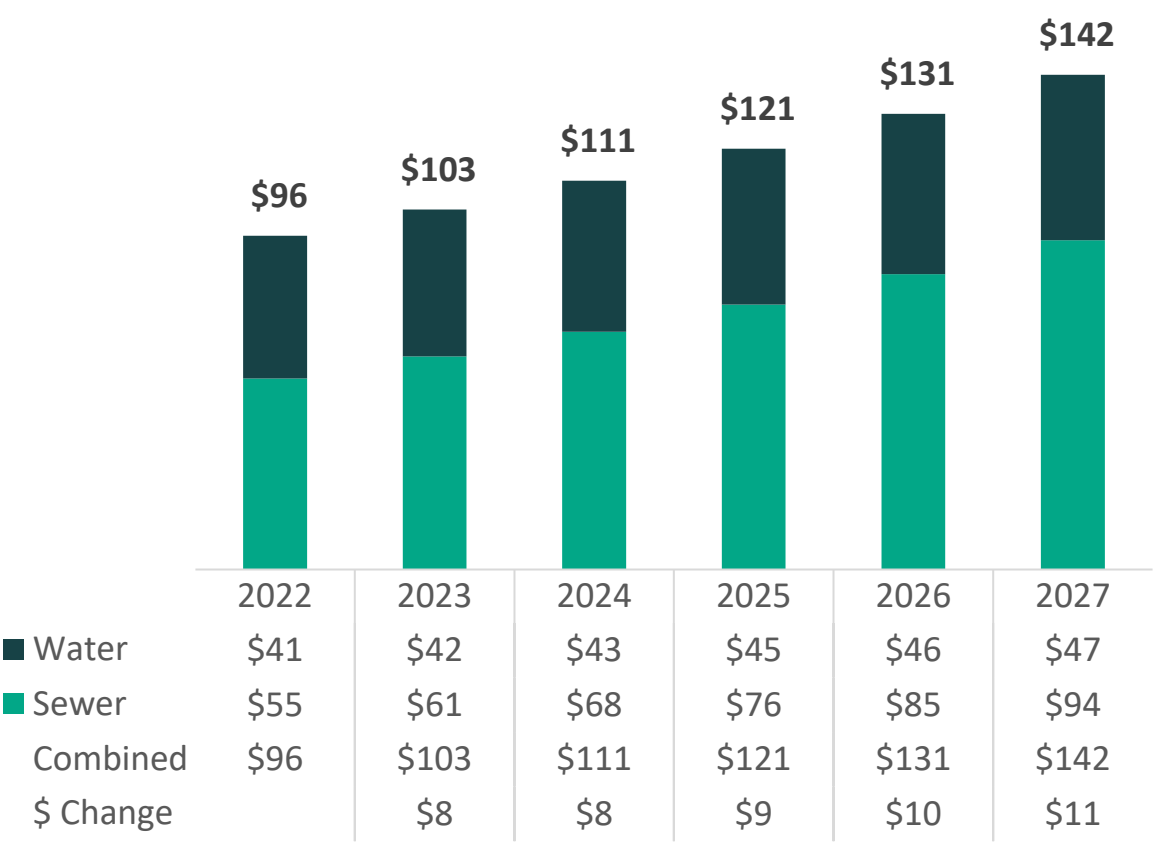
Proposed Water and Sewer Rates

Rate	Per	FY 22	FY 23	FY 24	FY 25	FY 26	FY 27
Water			3.00%	3.00%	3.00%	3.00%	3.00%
1" and Below	Month	\$18.81	\$19.37	\$19.96	\$20.55	\$21.17	\$21.81
1 1/2"	Month	146.30	150.69	155.21	159.87	164.66	169.60
2"	Month	297.83	306.76	315.97	325.45	335.21	345.27
3"	Month	444.13	457.45	471.18	485.31	499.87	514.87
4"	Month	583.20	600.70	618.72	637.28	656.40	676.09
6" and Greater	Month	731.50	753.45	776.05	799.33	823.31	848.01
Tier 1 (0 - 10,000 gal)	100 gal	0.44	0.45	0.47	0.48	0.50	0.51
Tier 2 (Above 10,000 gal)	100 gal	0.50	0.52	0.53	0.55	0.56	0.58
Sewer			11.50%	11.50%	11.50%	11.50%	11.50%
All Customers	Month	\$33.76	\$37.64	\$41.97	\$46.80	\$52.18	\$58.18
All Usage	100 gal	0.42	0.47	0.52	0.58	0.65	0.72
BOD Surcharge	per lb.	0.104	0.116	0.129	0.144	0.161	0.179
TSS Surcharge	per lb.	0.117	0.130	0.145	0.162	0.181	0.202

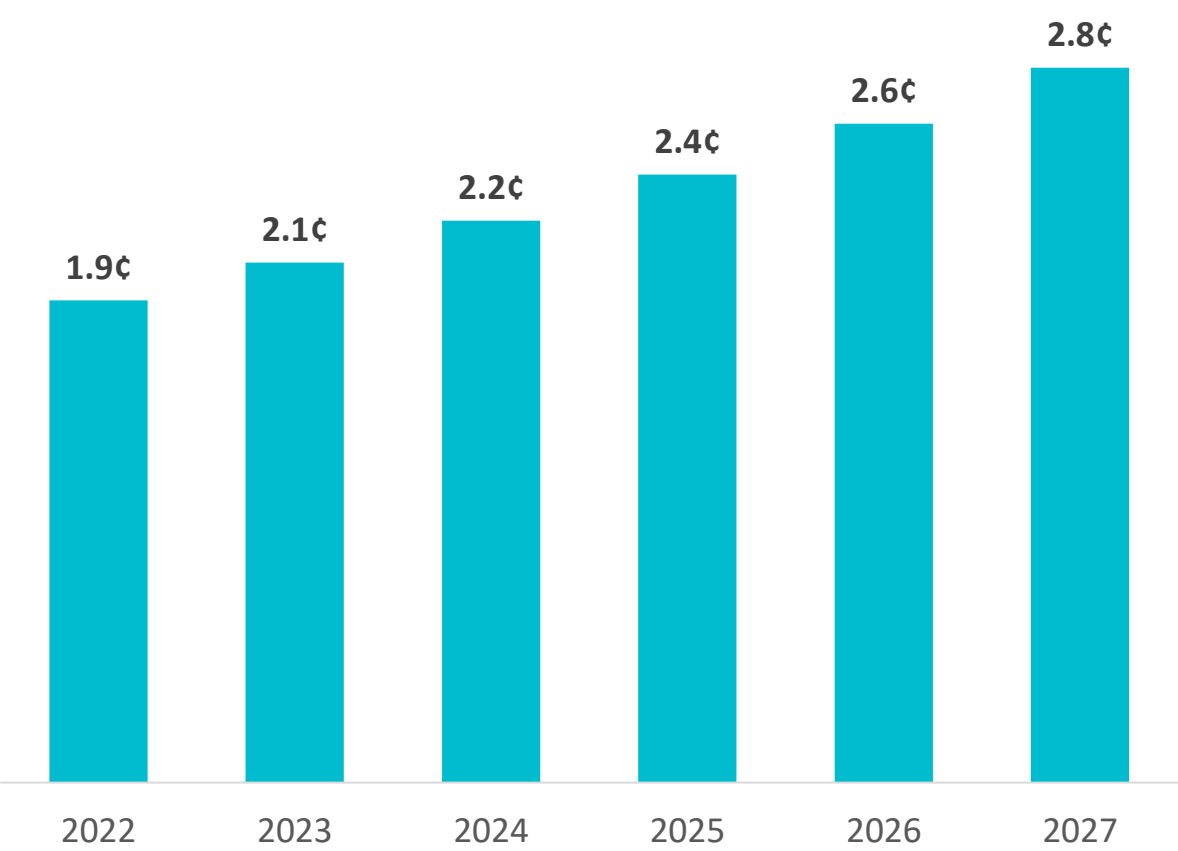
Monthly Bill Impact

5,000 Gallon Customer

Monthly Bill Impact



Cost per Gallon for Water & Sewer Service



Q&A

City of Junction City

City Commission

Agenda Memo

12/06/2022

From: Allen J. Dinkel, City Manager

To: Governing Body

Subject: Agreement with Bruce McMillan Architects for C. L. Hoover Opera House Roof Repairs and Improvements

Explanation of Issue: We have been aware of issues with the roof at the C.L. Hoover Opera House, which is a City owned building. At the present time the Opera House has purchased the adjacent property and buildings and is in the process of remodeling that structure. At some point this will be all one building. Since we needed to address the roof on the presently City owned building, it makes the most sense to work with the architect for the Opera House project and make sure the reroofing ties into the new structure.

An agreement is needed for the needed architect work with Bruce McMillan Architects.

Budget Impact: Each year funds are appropriated to the Capital Improvement Fund for these types of projects.

Staff Recommendation: Approve the agreement.

Suggested Motion: I move to approve the agreement with Bruce McMillan Architects LLC for the C.L Hoover Opera House Roof Repair and Improvements at an anticipated maximum amount of \$3,500.

Attachments: Agreement



AIA[®] Document B105[™] – 2017

Standard Short Form of Agreement Between Owner and Architect

AGREEMENT made as of the *First* day of *November*
in the year *Two Thousand Twenty Two*
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

City of Junction City, KS
700 North Jefferson Street
Junction City, KS 66441

and the Architect:
(Name, legal status, address and other information)

Bruce McMillan AIA Architects PA
332 West 7th Street Suite A
Junction City, KS 66441

for the following Project:
(Name, location and detailed description)

Reroofing the Junction City Opera House
135 West 7th Street
Junction City, KS

Services to be provided will be coordinated between the roofer, Danker Roofing, Manhattan, KS, the contractor for the education building and Rolfs building remodeling and the city for the reroofing of the main opera house. The roofing proposal is attached to this document that shows the roofing scope of work.

Services anticipated include review of product submittals, subcontractor/contractor pay requests, issuing written and photo field reports on project progress, coordinating owner/contractor change orders if any, and issuing closeout documents.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The Owner and Architect agree as follows.

Init.

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ARTICLE 1 ARCHITECT'S RESPONSIBILITIES

The Architect shall provide architectural services for the Project as described in this Agreement. The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. The Architect shall assist the Owner in determining consulting services required for the Project. The Architect's services include the following consulting services, if any:

Not applicable at inception. Should consulting services become necessary during the course of construction this will be brought to the owner for consideration and cost.

~~During the Design Phase, the Architect shall review the Owner's scope of work, budget and schedule and reach an understanding with the Owner of the Project requirements. Based on the approved Project requirements, the Architect shall develop a design, which shall be set forth in drawings and other documents appropriate for the Project. Upon the Owner's approval of the design, the Architect shall prepare Construction Documents indicating requirements for construction of the Project and shall coordinate its services with any consulting services the Owner provides. The Architect shall assist the Owner in filing documents required for the approval of governmental authorities, in obtaining bids or proposals, and in awarding contracts for construction.~~

~~During the Construction Phase, the Architect shall act as the Owner's representative and provide administration of the Contract between the Owner and Contractor. The extent of the Architect's authority and responsibility during construction is described in this Document~~ Standard Short Form of Agreement Between Owner and Architect. If the Owner and Contractor modify AIA Document A105-2017, those modifications shall not affect the Architect's services under this Agreement, unless the Owner and Architect amend this Agreement.

ARTICLE 2 OWNER'S RESPONSIBILITIES

The Owner shall provide full information about the objectives, schedule, constraints and existing conditions of the Project, and shall establish a budget that includes reasonable contingencies and meets the Project requirements. The Owner shall provide decisions and furnish required information as expeditiously as necessary for the orderly progress of the Project. The Architect shall be entitled to rely on the accuracy and completeness of the Owner's information. The Owner shall furnish consulting services not provided by the Architect, but required for the Project, such as surveying, which shall include property boundaries, topography, utilities, and wetlands information; geotechnical engineering; and environmental testing services. The Owner shall employ a Contractor, experienced in the type of Project to be constructed, to perform the construction Work and to provide price information.

ARTICLE 3 USE OF DOCUMENTS

~~Drawings, specifications and other documents prepared by the Architect are the Architect's Instruments of Service, and are for the Owner's use solely with respect to constructing the Project. The Architect shall retain all common-law, statutory and other reserved rights, including the copyright. Upon completion of the construction of the Project, provided that the Owner substantially performs its obligations under this Agreement, the Architect grants to the Owner a license to use the Architect's Instruments of Service as a reference for maintaining, altering and adding to the Project. The Owner agrees to indemnify the Architect from all costs and expenses related to claims arising from the Owner's use of the Instruments of Service without retaining the Architect. When transmitting copyright-protected information for use on the Project, the transmitting party represents that it is either the copyright owner of the information, or has permission from the copyright owner to transmit the information for its use on the Project.~~

ARTICLE 4 TERMINATION, SUSPENSION OR ABANDONMENT

In the event of termination, suspension or abandonment of the Project by the Owner, the Architect shall be compensated for services performed. The Owner's failure to make payments in accordance with this Agreement shall be considered substantial nonperformance and sufficient cause for the Architect to suspend or terminate services. Either the Architect or the Owner may terminate this Agreement after giving no less than seven days' written notice if the Project is suspended for more than 90 days, or if the other party substantially fails to perform in accordance with the terms of this Agreement. Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

ARTICLE 5 MISCELLANEOUS PROVISIONS

This Agreement shall be governed by the law of the place where the Project is located. Terms in this Agreement shall have the same meaning as those in AIA Document A105-2017, Standard Short Form of Agreement Between Owner and Contractor. Neither party to this Agreement shall assign the contract as a whole without written consent of the other.

Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or the Architect.

The Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

ARTICLE 6 PAYMENTS AND COMPENSATION TO THE ARCHITECT

The Architect's Compensation shall be:

Hourly at the attached rates and reimbursable expenses to anticipated maximum of \$3,500.00

The Owner shall pay the Architect an initial payment of --0-- (\$ --0--) as a minimum payment under this Agreement. The initial payment shall be credited to the final invoice.

The Owner shall reimburse the Architect for expenses incurred in the interest of the Project, plus --0-- percent (--0-- %).

Payments are due and payable upon receipt of the Architect's monthly invoice. Amounts unpaid *thirty one* (31) days after the invoice date shall bear interest from the date payment is due at the rate of *prevailing* percent (%), or in the absence thereof, at the legal rate prevailing at the principal place of business of the Architect.

At the request of the Owner, the Architect shall provide additional services not included in Article 1 for additional compensation. Such additional services may include, but not be limited to, providing or coordinating services of consultants not identified in Article 1; revisions due to changes in the Project scope, quality or budget, or due to Owner-requested changes in the approved design; evaluating changes in the Work and Contractors' requests for substitutions of materials or systems; providing services necessitated by the Contractor's failure to perform; and the extension of the Architect's Article 1 services beyond *two* (2) months of the date of ~~this Agreement~~ Contractor Work Inception through no fault of the Architect.

ARTICLE 7 OTHER PROVISIONS

(Insert descriptions of other services and modifications to the terms of this Agreement.)

The architect acts solely as an owners representative and has no authority on contractor methods and means and provides no guarantee or warranty on contractor work. Services include regular job site observations and reporting on activities and progress made. The owner is required to either accept or reject actual work completed in consultation with the Architect.

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

Allen Dinkle, City Manager

(Printed name and title)

ARCHITECT (Signature)

Bruce McMillan AIA 2187 Kansas

(Printed name, title, and license number, if required)

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Init.

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City of Junction City

City Commission

Agenda Memo

12/06/2022

From: Allen J. Dinkel, City Manager
To: Governing Body
Subject: C.L. Hoover Opera Re-Roofing Contract

Explanation of Issue: We have been aware of issues with the roof at the C.L. Hoover Opera House, which is a City owned building. At the present time the Opera House has purchased the adjacent property and buildings and is in the process of remodeling that structure. At some point this will be all one building. Since we needed to address the roof on the presently City owned building, it makes the most sense to work with the architect for the Opera House project and make sure the reroofing ties into the new structure.

With the assistance of Bruce McMillan Architects, a price was received from the contractor for the remodeling of the project with the adjacent building. We feel this allows for a consistent project and the buildings will all be tied together.

Budget Impact: Each year funds are appropriated to the Capital Improvement Fund for these types of projects. This project will be sales-tax exempt.

Staff Recommendation: Approve the contract and waive bidding requirements due to the nature of this project.

Suggested Motion: I move to accept the bid from Icon Structures, Inc. for the re-roofing of the C.L. Hoover Opera House and waive the formal bidding process due to the nature of this project.

Attachments: Contract



WWW.ICON-STRUCTURES.COM

1620 E. HIGHWAY 54
ANDOVER, KS 67002

November 8, 2022

Alan Dinkel, City Manager
City of Junction City
700 N Jefferson Street
Junction City, KS 66441

RE: Junction City Opera House – Re-roof

Thank you for the opportunity to submit a proposal for the above project. The scope of work includes roof replacement on the Opera House at 135 W 7th Street per the inclusions, exclusions, and clarifications below.

Additional qualifications and exclusions are as follows for clarification purposes:

TOTAL BASE BID PROPOSAL: – \$125,830 (Excl. tax, TE Certificate required)

- **Roof Replacement: \$81,609**
- **Allowance for Investigation and Repairs at “Bathtub”: \$22,500**
- **Allowance for Repairing Gutters and Downspouts: \$12,400** (120hrs and \$4,000 in materials)
- **General Conditions and Management Fee (8%): \$9,321**

GENERAL

- Due to volatile market conditions, pricing may have to be adjusted prior to final award if not awarded by **12/15/2022**
- Pricing is based on current market pricing. It is assumed this work would be performed Spring/Summer of 2023 (for better performance and longevity)
- General liability insurance
- Disposal of debris
- Onsite supervision (shared with supervision being provided for Education Building project)
- Ongoing construction cleaning
- Construction safety & OSHA requirements
- Partial road closures will be required

DEMO

- Remove and dispose of up to 2 existing layers of shingles (additional layers add \$5,040 per layer plus Icon's markup)
- Remove up to approximately 600sf or 5% of unsuitable roof deck

CARPENTRY

- Replacement of approximately 600sf (19 sheets) of OSB decking
- Additional decking replacement beyond 600sf included in the base can be added at \$2/sf (plus Icon markup)

ROOFING

- Nail one ply of synthetic underlayment over deck

- Install ice & water shield along eaves and valleys
- Install new pre-painted steel drop edge along the rakes and eaves
- Install pre-painted "W" valley metal in the valleys
- Replace the vertical pipe flashings with new (includes Lifetime pipe flashings guaranteed for the life of the new roof)
- Install CertainTeed Landmark Climate Flex Class 4 architectural shingles
- Five-year contractor warranty and manufacturer's material warranty on the shingles will be provided
- Install Flintlastic base sheet, mid ply, and cap sheet at three small flat areas

EXCLUSIONS

General

- All design services & fees
- Builder's Risk Insurance
- Plan Review, Permit and inspection fees
- Utility usage fees
- Bonding of any kind
- Liquidated damages
- Overtime
- Site security (temp fencing, camera, etc.)
- Owner contingency
- Any work on the bell tower or at the west entry roof
- Gutter, downspout, collector head repair or replacement beyond the noted Allowance
- Repair, replacement, painting of existing wood or metal trim
- Roof structural repairs
- Any work not specifically included in this proposal

If you have any questions regarding the above information, please do not hesitate to contact me.

Best Regards,
Marcin Stanko



City of Junction City

City Commission - Agenda Memo

Meeting Date: December 6, 2022

From: Lindsay Miller, Finance Director

To: City Commissioners and Allen Dinkel, City Manager

Subject: **Approval of 2022 Budget Amendments**

Objective: Approval of the 2022 Budget Amendments as presented and published.

Explanation of Issue: Presented in the attached document are the 2022 budget amendments. These amendments represent the amendments needed to meet budget statutes requiring budget expenditure authority from the City Commission. Listed below are the changes with a brief explanation why an increase is needed.

<u>Budget</u>	<u>2022 Budget</u>	<u>2022 Amend Budget</u>
General Fund (001)	\$24,836,353	\$25,836,353
*Establishing authority for increased revenues for projects		
Temporary Notes (011)	\$0	\$660,232
*Project Delayed		
Special Law Enforce (050)	\$583,220	\$1,350,000
*Establishing authority for increased revenues for fund		
Law Enforce Training (054)	\$17,518	\$20,000
*Establishing authority for increased revenues for fund		

Budget Impact: Each amendment is based on available cash or previously approved projects.

Alternatives: The City Commission needs to approve for us to be with in statutory compliance.

Recommendation: Staff recommends the approval of the budget amendments as presented.

Motion: I move to approve the budget amendments as presented. Seconded by _____.

Enclosures: Budget Amendment Forms

Please note: Upon Approval, I will need ALL commissioners' signatures on the budget amendment form.

2022

**Amended
Certificate
For Calendar Year 2022**

To the Clerk of Geary County, State of Kansas
We, the undersigned, duly elected, qualified, and acting officers of
City of Junction City
certify that: (1) the hearing mentioned in the attached publication was
held; (2) after the Budget Hearing this Budget was duly approved and
adopted as the maximum expenditure for the various funds for the year.

			2022 Amended Budget		
			Amount of 2021 Tax that was Levied	Adopted 2022 Expenditures	Proposed Amended 2022 Expenditures
Table of Contents:		Page No.			
Fund	<u>K.S.A.</u>				
General Fund (001)	12-11, 118	2	4,617,866	24,836,353	25,836,353
Temp Notes (011)		3		0	660,232
Special Law Enfor (050)		4		583,220	1,350,000
Law Enfor Training (054)		5		17,518	20,000
Totals		xxxxxxxxxx	4,617,866	25,437,091	27,866,585
Summary of Amendments		1A			

Attested date: _____

County Clerk

Assisted by:

Address:

Email:

Governing Body

CPA Summary

2022

**Notice of Budget Hearing for Amending the
2022 Budget**

The governing body of

City of Junction City

will meet on the day of December 6, 2022 at 7:00 p.m. at Municipal Court Building , 701 N. Jefferson for the purpose of hearing and answering objections of taxpayers relating to the proposed amended use of funds.

Detailed budget information is available at City Hall
and will be available at this hearing.

Summary of Amendments

Fund	2022 Adopted Budget			2022 Proposed Amended Expenditures
	Actual Tax Rate	Amount of Tax that was Levied	Expenditures	
General Fund (001)	26.179	4,617,866	24,836,353	25,836,353
Temp Notes (011)			0	660,232
Special Law Enfor (050)			583,220	1,350,000
Law Enfor Training (054)			17,518	20,000
			0	0
			0	0

Lindsay Miller
Official Title: Finance Director

Page No. 1A

City of Junction City

2022

Adopted Budget

General Fund (001)	2022 Adopted Budget	2022 Proposed Budget
Unencumbered Cash Balance January 1	2,677,548	2,677,548
Receipts:		
Ad Valorem Tax	4,617,866	4,617,866
Delinquent Tax	70,000	70,000
Motor Vehicle Tax	472,298	472,298
Recreational Vehicle Tax	3,527	3,527
16/20M Vehicle Tax	1,585	1,585
Commercial Vehicle Tax	9,907	9,907
Watercraft Tax	5,772	5,772
Payment in Lieu of Tax	40,000	40,000
Local Alcohol Liquor	49,100	49,100
Compensating Use Tax	720,000	1,720,000
Local Sale Tax	5,900,000	6,600,000
Franchise Tax	1,800,000	1,800,000
Licenses & Permits	245,000	245,000
Transfer In - City Utility Fees	1,820,000	1,820,000
Charges for Svs - Building and Codes	150,000	150,000
Charges for Svs - Law Enforcement	25,000	25,000
Charges for Svs - Airport	56,250	56,250
Charges for Svs - Court Prosecution	130,000	130,000
Charges for Svs - Golf	467,213	467,213
Charges for Svs - Animal Shelter	26,700	26,700
Charges for Svs - Parks	5,000	5,000
Charges for Svs - Swimming Pool	65,000	65,000
Charges for Svs - Spin City	50,000	50,000
Charges for Svs - Streets	22,570	22,570
Charges for Svs - Recreation	15,067	15,067
Charges for Svs & Intergovt - Ambulance	3,319,006	3,319,006
Intergovernmental - Dispatch / Other	75,000	710,000
Rent	750,000	75,000
Fines & Forfeitures	625,000	625,000
Connecting Links	57,693	57,693
Grant Proceeds		
Neighborhood Revitalization	-48,998	-48,998
Interest on Idle Funds		
Total Receipts	21,545,556	23,205,556
Resources Available:	24,223,104	25,883,104
Expenditures:		
Information Technology	526,828	526,828
Administration	695,755	895,755
Building Maintenance	215,078	215,078
Parks Department	1,060,128	1,160,128
Swimming Pool	214,888	214,888
Spin City	127,129	127,129
Airport	133,360	133,360
Golf Course	631,229	631,229
Ambulance	4,456,487	4,456,487
Animal Shelter	293,776	293,776
Planning & Zoning	30,000	30,000
Engineering	0	0
Building & Codes	563,314	563,314
Law Enforcement	6,815,952	6,815,952
Fire Department	3,149,847	3,149,847
Street Department	3,551,641	3,801,641
Legal Department	303,091	303,091
Municipal Court	418,350	418,350
Rec Center	0	233,975
Opera House	172,000	172,000
Other Services	827,500	827,500
Budgeted Reserve	500,000	716,025
Transfer To Capital Equip	150,000	150,000
Total Expenditures	24,836,353	25,836,353
Unencumbered Cash Balance December 31	-613,249	46,751

CPA Summary

City of Junction City

2022

Adopted Budget

Temp Notes (011)	2022 Adopted Budget	2022 Proposed Budget
Unencumbered Cash Balance January 1	0	660,232
Receipts:		
Ad Valorem Tax		
Delinquent Tax		
Motor Vehicle Tax		
Recreational Vehicle Tax		
16/20M Vehicle Tax		
	0	
Interest on Idle Funds		
Total Receipts	0	0
Resources Available:	0	660,232
Expenditures:		
Contractual Services	0	660,232
Total Expenditures	0	660,232
Unencumbered Cash Balance December 31	0	0

CPA Summary

[illegible]

Page 67 of 202

City of Junction City

2022

Adopted Budget

Law Enfor Training (054)	2022 Adopted Budget	2022 Proposed Budget
Unencumbered Cash Balance January 1	2,518	
Receipts:		
Ad Valorem Tax		
Delinquent Tax		
Motor Vehicle Tax		
Recreational Vehicle Tax		
16/20M Vehicle Tax		
Forfiture Funds	15,000	20,000
Interest on Idle Funds		
Total Receipts	15,000	20,000
Resources Available:	17,518	20,000
Expenditures:		
Commodities		
Contract Services	17,518	20,000
Total Expenditures	17,518	20,000
Unencumbered Cash Balance December 31	0	0

CPA Summary

City of Junction City

City Commission

Agenda Memo

Meeting Date: December 6, 2022

From: Lindsay Miller, Finance Director

To: City Commissioners and Allen Dinkel, City Manager

Subject: Utility Billing Cycle Update

Objective: Update the current billing cycle process in order to reduce time, confusion, and errors in our billing practices and promote more efficient processes and procedures.

Explanation: In the fall of 2020, the City of Junction City kicked off our project to upgrade our water meters throughout the City using Advanced Metering Infrastructure (AMI.) This was to automate the meter reading process, provide improved customer service, reduce leaks, and improve efficiencies. With this upgraded system, we now have the ability to shorten the turn around time in between billings cycles. As a part of this process, we propose sliding the billing timeline to make the billing more current. Most cities in Kansas bill within 10 to 15 days after reading. This revised schedule limits the impact on our customers, and get the billing completed within 12 days (on average) of the read after the plan is fully executed.

Budget Impact: No major budget impact other than reduction of outstanding receivables.

Recommendation: City staff recommend the approval of the updated billing cycle timeline as presented.

Motion: I, _____, move to approve the updated utility billing cycle timeline as presented.
Seconded by _____.

Enclosure: Utility Billing Cycle Update Presentation
Detailed Cycle Update Proposed

Timeline Overview

Current	Cycle 1			Cycle 2		
October	07/12/22	to	08/12/22	07/26/22	to	08/24/22
November	08/12/22	to	09/11/22	08/24/22	to	09/23/22
December	09/11/22	to	10/11/22	09/23/22	to	10/23/22
January	10/11/22	to	11/10/22	10/23/22	to	11/22/22
February	11/10/22	to	12/10/22	11/22/22	to	12/22/22
March	12/10/22	to	01/09/23	12/22/22	to	01/21/23
April	01/09/23	to	02/08/23	01/21/23	to	02/20/23
May	02/08/23	to	03/06/23	02/20/23	to	03/18/23
June	03/06/23	to	04/05/23	03/18/23	to	04/17/23

Bill Date		Due Date	
Cycle 1	Cycle 2	Cycle 1	Cycle 2
09/16/22	09/28/22	10/05/22	10/17/22
10/14/22	10/27/22	11/05/22	11/17/22
11/16/22	11/29/22	12/05/22	12/17/22
12/15/22	12/28/22	01/05/23	01/17/23
01/16/23	01/30/23	02/05/23	02/17/23
02/16/23	02/27/23	03/05/23	03/17/23
03/16/23	03/30/23	04/05/23	04/17/23
04/17/23	04/27/23	05/05/23	05/17/23
05/18/23	05/30/23	06/05/23	06/17/23
06/16/23	06/29/23	07/05/23	07/17/23
07/18/23	07/28/23	08/05/23	08/17/23
08/18/23	08/30/23	09/05/23	09/17/23
09/15/23	09/29/23	10/05/23	10/17/23
10/18/23	10/30/23	11/05/23	11/17/23
11/17/23	11/29/23	12/05/23	12/17/23
12/18/23	12/29/23	01/05/24	01/17/24

Proposed	Cycle 1			Read Date	Cycle 2			Read Date
October	07/12/22	to	08/12/22	09/06/22	07/26/22	to	08/24/22	09/16/22
November	08/12/22	to	09/11/22	10/04/22	08/24/22	to	09/23/22	10/17/22
December	09/11/22	to	10/11/22	11/04/22	09/23/22	to	10/23/22	11/18/22
January	10/11/22	to	11/16/22	12/05/22	10/23/22	to	11/27/22	12/16/22
February	11/16/23	to	12/23/22	01/06/23	11/27/22	to	01/03/23	01/20/23
March	12/23/22	to	01/29/22	02/06/23	01/03/23	to	02/09/23	02/17/23
April	01/29/23	to	03/05/23	03/06/23	02/09/23	to	03/19/23	03/20/23
May	03/05/23	to	04/05/23	04/06/23	03/19/23	to	04/16/23	04/17/23
June	04/05/23	to	05/06/23	05/08/23	04/16/23	to	05/17/23	05/19/23
July	05/06/23	to	06/05/23	06/06/23	05/17/23	to	06/18/23	06/19/23
August	06/05/23	to	07/06/23	07/07/23	06/18/23	to	07/17/23	07/18/23
September	07/06/23	to	08/07/23	08/08/23	07/17/23	to	08/17/23	08/18/23
October	08/07/23	to	09/04/23	09/05/23	08/17/23	to	09/18/23	09/19/23
November	09/04/23	to	10/05/23	10/06/23	09/18/23	to	10/19/23	10/20/23
December	10/05/23	to	11/06/23	11/07/23	10/19/23	to	11/19/23	11/20/23
January	11/06/23	to	12/07/23	12/08/23	11/19/23	to	12/18/23	12/19/23

Bill Date		Due Date	
Cycle 1	Cycle 2	Cycle 1	Cycle 2
09/16/22	09/28/22	10/05/22	10/17/22
10/14/22	10/27/22	11/05/22	11/17/22
11/16/22	11/29/22	12/05/22	12/17/22
12/15/22	12/28/22	01/05/23	01/17/23
01/16/23	01/30/23	02/05/23	02/17/23
02/16/23	02/27/23	03/05/23	03/17/23
03/16/23	03/30/23	04/05/23	04/17/23
04/17/23	04/27/23	05/05/23	05/17/23
05/18/23	05/30/23	06/05/23	06/17/23
06/16/23	06/29/23	07/05/23	07/17/23
07/18/23	07/28/23	08/05/23	08/17/23
08/18/23	08/30/23	09/05/23	09/17/23
09/15/23	09/29/23	10/05/23	10/17/23
10/18/23	10/30/23	11/05/23	11/17/23
11/17/23	11/29/23	12/05/23	12/17/23
12/18/23	12/29/23	01/05/24	01/17/24

No change

Key	
	No Change
	Revised
	New Schedule

City of Junction City

City Commission - Agenda Memo

Meeting Date: December 6, 2022

From: Lindsay Miller, Finance Director

To: City Commissioners and Allen Dinkel, City Manager

Subject: Award of Bid for Asset Lease/Purchase Agreement

Objective: Award of bid and approval of a tax-exempt, 5-year lease purchase agreement for financing of an Ambulance and Fire Command Vehicle. The amount to finance is \$382,862.00.

Explanation: Commission previously approved proceeding with financing for these assets. These assets are for Fire and EMS. These will be funded in full by this lease purchase.

<u>Bank Bidding</u>	<u>Interest Rate</u>
1. Clayton Holdings, LLC	3.97%

Budget Impact: This is a budgeted item, and lease/purchase payments will be budgeted in sequential budgets.

Recommendation: Staff recommends award of bid to the second lowest interest rate bidder, Clayton Holdings, LLC, Semi-Annual Payments, with the first payment due 6 months after closing

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 Clayton Holdings, LLC, Semi-Annual Payments with the first payment due 6 months after closing as recommended by staff. Commissioner _____ seconded the motion.

Enclosure: Lease Purchase Agreement
Bid Tabulation

City of Junction City

City Clerk's Office

November 17, 2022



Administration

Closing Time: 10:00 am

RFP – Tax Exempt Lease Purchase Financing Ambulance/Command Vehicle

No.	Direct Solicited	Bidder	Local Vendor	Loan Period	Payment Amount	Payment Term	Interest Rate	Fees	Notes
1.		Clayton Holdings, LLC	St. Louis, MO	5 Years	\$4,589.25	Semiannual	3.97%		
2.									
3.									
4.									
5.									
6.									



8000 Forgyth Boulevard
St. Louis, Missouri 63105-1797
(314) 746-3678

11/17/2022

Tammy Melton
City Clerk
The City of Junction City
P.O. Box 287
700 N. Jefferson Street
Junction City, KS 66441

Re: Project No. LP2022-02, "RFP – Tax-Exempt Lease/Purchase Financing"
Due November 17, 2022 at 10:00 AM

Dear Ms. Melton:

Thank you for considering Clayton Holdings, LLC as your financial partner!

Statement of Qualifications

Clayton Holdings, LLC is an equity subsidiary of Commerce Bancshares, Inc.

Commerce Bank operates as a super community bank offering an array of sophisticated financial products delivered with high quality, personal, customer service.

Commerce Bank at a glance:

- Super-Community Bank in the industry for 155 years
- \$33.3 Billion in assets
- 42nd largest U.S. Bank based on asset size
- 169 Banking Centers
- The majority of the Company's pre-tax profit is generated from nine key markets including; Kansas City, St. Louis, and Springfield, Missouri; Central Missouri; Central Illinois; Wichita, Kansas; Tulsa, and Oklahoma City, Oklahoma; and Denver, Colorado

Commerce Bank, Clayton Holdings, LLC and CBI Equipment Finance, Inc., its leasing division, have provided funding for governmental entities across the entire footprint of the Bank. The tax-exempt leasing portfolio is currently in excess of \$210 million. The Bank possesses the necessary capital, experience and product knowledge to meet and exceed the requirements necessary for the proposed transaction.

Please find enclosed our proposal. Below, as part of this letter, you will also find a brief biography of the principal parties involved in the closing of the lease with the City.

Frank D. Hill, Vice President, Tax-Exempt Leasing and Finance

Mr. Hill has been providing tax-exempt lease financing to State and Local Government entities for over 35 years. He is currently serving on the Board of Directors and was the former Vice President, President and Chairman of the AGLF-Association of Governmental Leasing and Finance. Mr. Hill has provided funding to governmental clients in all 50 states for both real and personal property. Transactions have ranged in size from as small as \$5,000 to over \$100,000,000.00. Mr. Hill directs the tax-exempt leasing and finance product offering over the entire Bank footprint. Mr. Hill possesses the market knowledge and skill set necessary to provide the required funding to the City.

Ashley J. Stout, Government Finance Representative, Leasing and Finance

Ms. Stout works to facilitate and coordinate all governmental lease transactions for Municipal customers in the Bank's market area. She received a Bachelor's degree in Business Administration from Wichita State University and has over 15 years of experience in Banking. She specializes in handling customer service requests, with a particular emphasis in the lease process, data collection, proposal preparation, funding/closing and client/vendor relations. She works directly with the Bank's customers to develop financing structures specifically tailored to meet our customer's varied financial requirements.

Scott Jankowski, Senior Leasing Coordinator, Leasing and Finance

Mr. Jankowski has over 22 years experience in the finance/banking industry with 20 of those years in the leasing sector and holds a BA in Finance from St. Louis University. He joined Commerce Bank in 1999 and joined the Leasing Department in 2001. Mr. Jankowski began his banking career with Commerce in the Credit Department as an underwriter/credit analyst. Upon his move to the Leasing Department, he is involved with all facets of the leasing process such as pricing, structuring, compliance, and customer service, in addition to tax and accounting issues specific to leasing.

Financial Information

Please find the Bank's Annual Report and Form 10-K to include the Bank's History and Financial information available on the Bank's website:

<http://www.commercebank.com/about/get-to-know-us/annual-reports.asp>

Current References:

Colorado State University Regents & Foundation Board of Governors
Ms. Julie H. Birdsall
CFO, Corporate Secretary & Treasurer
Colorado State University
203C Administration Building
Fort Collins, CO 80523
Ph (970) 491-2933

City of Manhattan, KS
Ms. Rebecca Doehling
City Controller
1101 Poyntz Ave.
Manhattan, KS 66502
Ph (785) 587-2417

City of Junction City, KS
Ms. Lindsay Miller
Finance Director
P.O. Box 287
700 Jefferson Street
Junction City, KS 66441
Ph (785) 238-3103 Ext. 305

Clayton Holdings intends to hold the lease until maturity. Our proposal is subject to final documents acceptable to both parties.

Please do not hesitate to contact me with any questions or clarifications regarding our response to this RFP.

Thank you again for your consideration.

Kind Regards,

A handwritten signature in black ink, appearing to read "Frank D. Hill". The signature is fluid and cursive, with the first name "Frank" being more prominent and the last name "Hill" written in a more compact, cursive style.

Frank D. Hill
Officer of Clayton Holdings, LLC
Senior Vice President, Tax Exempt-Leasing-
Commerce Bank
Phone: 785-587-1541
frank.hill@commercebank.com



8000 Forsyth Boulevard
St. Louis, Missouri 63105-1797
(314) 746-3678

11/17/2022

Tammy Melton
City Clerk
City of Junction City
700 N. Jefferson Street, P.O. Box 287
Junction City, KS 66441

Dear Ms. Melton:

On behalf of Clayton Holdings, LLC, we would like to offer the following lease-purchase proposal for your consideration:

Type of Financing: A tax-exempt, State and Municipal Lease/ Purchase Agreement (the "Lease").

Lessor: Clayton Holdings, LLC – An equity subsidiary of Commerce Bank.

Lessee: The City of Junction City, KS

Equipment:

Quantity	Description	Estimated Dollars
1	New Ambulance	\$331,188
1	New Fire Command Vehicle	\$51,674

Total Finance Amount: \$382,862.00

Commencement Date: On or before 12/16/2022

Base Term: 5 years (60 months)

Interest Rate: 3.97% fixed, rate locked until 12/16/2022.

Payment Frequency: Semiannual/Arrears
**The first payment is due 6 mos. after closing.*

Payment Amount: \$42,589.25, 10 Semiannual Payments (1st payment 6 months after closing).
**Payment amount based upon a 12/16/2022 closing date with 1st payment due 6 months after closing.*

Interest Rate Adjustment: The above quoted interest rate is based on a spread over the Five (5) year Treasury rate (the "Index"). For Purposes of this proposal, the Five (5) year Treasury rate as of 11/16/2022 is 3.88%.

In the event the transaction does not close by 12/16/2022, Lessor reserves the right, but has no obligation, to adjust the Interest Rate after 12/16/2022 based on changes in the Index between the Quote Date and the Commencement Date. The adjustment, if made, would preserve Lessor's original lease investment assumption on a nominal pre-tax yield basis.

Interest will be computed on the basis of an Actual/360-day year and must be exempt from federal income taxation.

Documentation:	Shall be provided by Lessor. Funding of the Lease is contingent, in part; upon receipt and review by Lessor of executed Lease documentation in form acceptable to Lessor.
Early purchase Option:	In the event Lessee desires to prepay this lease, they may do so after 6 months in whole, but not in part at a premium of the then current outstanding principal balance, calculated as follows; 3% in year (1), 2% in year (2), and 1% in each year thereafter until maturity There is no prepayment penalty if Lessee is using funds other than proceeds of a grant or an actual or anticipated refinancing.
General Terms:	This financing structure, rate and payment are based on the Transaction being designated as Tax Exempt and Non-Bank Qualified under the IRC Section 103 and 265 b (3). The Lessee intends to issue more than \$10 million dollars in tax-exempt obligations in the current calendar year.
Titles/Liens:	Lessor shall have a perfected security interest in the Equipment. Titled equipment will require a 1 st lien position on the MSO and Title.
Non-appropriation:	The Lease shall provide for Lessee to terminate the agreement at the end of any fiscal period if insufficient funds are available to make the scheduled Rental Payments due in the following fiscal period, as per Kansas Statutes.
Bank Qualified:	The Transaction is expected to be Non-Bank Qualified.
Escrow:	Upon closing, funds shall be disbursed into an escrow account to be maintained by Lessor's designated as escrow agent. Upon final delivery and acceptance of all of the equipment, and receipt of Lessee's authorization to release funds, escrow agent shall disburse payment to the vendors. Terms, conditions, and procedures regarding escrow and escrow agreement are subject to mutual approval by Lessee and Lessor. It is intended that the interest earnings on undisbursed funds shall accrue for the benefit of Lessee. There is a \$250 fee for the escrow account. This fee is not applicable if an escrow is not required.
Net Lease:	The lease shall be a net lease in all respects, and Lessee shall be responsible for all fees, charges, assessments or other costs and expenses of every nature whatsoever arising from the lease of the Equipment.
Not a Commitment:	The terms set forth herein reflect a proposed, preliminary structure and are subject to negotiation of mutually acceptable documentation. These terms are being provided to the Lessee with the understanding that neither the terms nor their substance shall constitute a definitive agreement or an exhaustive statement of all terms and conditions which may ultimately be included in a transaction among Lessee and Lessor. This is a proposal only and not a commitment to lend. Final approval and funding of the transaction is based on final lease documentation acceptable to both Lessee and Lessor. Clayton Holdings has obtained credit approval.

This proposal is not intended to, and does not create, in any way, a legally binding or any other type of commitment or obligation on the part of Clayton Holdings, LLC, or any of its/their subsidiaries, and/or any of its/their employees. Information regarding this proposal, including the financial statements of Lessee necessary to complete the credit process, may be provided to third party funding sources in either written or electronic format.

The representative shown below is "not" a Municipal advisor, financial advisor, agent or fiduciary to any person or entity. The Bank and its representatives are responding to an RFP issued by the Lessee. Lessee acknowledges that it is entitled to engage municipal advisory services should it elect to do so. Clayton Holdings, LLC is acting for its own loan account; this communication consists solely of general information under which Clayton Holdings, LLC may be willing to fund a loan. Thank you for the opportunity to offer this proposal. We appreciate your consideration and look forward to your favorable response. Should you have any questions, please do not hesitate to contact us.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Frank D. Hill". The signature is fluid and cursive, with the first name "Frank" being more prominent and the last name "Hill" written in a more compact, cursive style.

Frank D. Hill
Officer of Clayton Holdings, LLC
Senior Vice President,
Tax Exempt-Leasing - Commerce Bank
Phone: 785-587-1541
frank.hill@commercebank.com

Compound Period: Semiannual

Nominal Annual Rate: 3.970%

CASH FLOW DATA

Event	Date	Amount	Number	Period	End Date
1 Loan	12/16/2022	382,862.00	1		
2 Payment	6/16/2023	42,589.25	10	Semiannual	12/16/2027

AMORTIZATION SCHEDULE - Normal Amortization, 360 Day Year

	Date	Payment	Interest	Principal	Balance
Loan	12/16/2022				382,862.00
2022 Totals		0.00	0.00	0.00	
1	6/16/2023	42,589.25	7,599.81	34,989.44	347,872.56
2	12/16/2023	42,589.25	6,905.27	35,683.98	312,188.58
2023 Totals		85,178.50	14,505.08	70,673.42	
3	6/16/2024	42,589.25	6,196.94	36,392.31	275,796.27
4	12/16/2024	42,589.25	5,474.56	37,114.69	238,681.58
2024 Totals		85,178.50	11,671.50	73,507.00	
5	6/16/2025	42,589.25	4,737.83	37,851.42	200,830.16
6	12/16/2025	42,589.25	3,986.48	38,602.77	162,227.39
2025 Totals		85,178.50	8,724.31	76,454.19	
7	6/16/2026	42,589.25	3,220.21	39,369.04	122,858.35
8	12/16/2026	42,589.25	2,438.74	40,150.51	82,707.84
2026 Totals		85,178.50	5,658.95	79,519.55	
9	6/16/2027	42,589.25	1,641.75	40,947.50	41,760.34
10	12/16/2027	42,589.25	828.91	41,760.34	0.00
2027 Totals		85,178.50	2,470.66	82,707.84	
Grand Totals		425,892.50	43,030.50	382,862.00	

Last interest amount decreased by 0.03 due to rounding.



CLAYTON HOLDINGS, LLC

STATE & MUNICIPAL LEASE/PURCHASE AGREEMENT

Lease Number: _____ - _____

This State and Municipal Lease/Purchase Agreement (the "Lease") is made and entered into on this, the _____ day of _____, 2018 by and between Clayton Holdings, LLC with offices at 8000 Forsyth Boulevard, Suite 510, St. Louis, Missouri 63105 (together with its successors and assigns, herein called the "Lessor"), and _____ with its principal address at _____ (together with its permitted successors and assigns, herein called the "Lessee"), wherein it is agreed as follows:

1. **LEASE OF EQUIPMENT:** Lessee hereby requests Lessor to acquire the equipment described in Schedule A attached hereto and made a part hereof. Subject to the terms and conditions hereof, Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor the equipment described in Schedule A, with all replacements, repairs, additions and accessories incorporated therein or affixed thereto (herein collectively called the "Equipment").
2. **DELIVERY AND ACCEPTANCE:** Lessee agrees to order the Equipment on behalf of Lessor from the supplier of such Equipment. Lessor will not be liable for specific performance of this Lease or for damages if for any reason the supplier delays or fails to fill the order. Lessee will cause the Equipment to be delivered at the location specified in Schedule A (the "Equipment Location"). Lessee is solely responsible for the selection of the Equipment and the vendor from which the Equipment is purchased. Lessee will pay all transportation and other costs, if any, incurred in connection with the delivery and installation of the Equipment. Any delay in such delivery will not affect the validity of this Lease. To the extent funds are deposited with a bank or trust company in an escrow fund for the acquisition of the Equipment, such funds shall be disbursed as provided in the agreement pursuant to which such fund is established (the "Escrow Agreement"). Lessee will immediately accept the Equipment as soon as it has been delivered and is operational, or as soon as any manufacturer or vendor pre-acceptance test period has expired. In the event the Equipment is not accepted by Lessee within thirty (30) days from the date of its delivery, Lessor, at Lessor's sole option, will have the right to terminate this Lease. Lessee will evidence its acceptance of the Equipment by executing and delivering to Lessor a delivery and acceptance certificate in the form of Exhibit B or C, as applicable, to the Escrow Agreement (the "Acceptance Certificate"). Lessee hereby authorizes the Lessor to add to this Lease and to any other description of the Equipment the serial number of each item of Equipment, when available.
3. **TERM:** This Lease will become effective upon the execution hereof by Lessee and Lessor. Lessee's obligation to pay rent under this Lease will commence on the date that funds are advanced by Lessor to pay the vendor of the Equipment or are deposited with a bank or trust company in an escrow fund pursuant to the Escrow Agreement, if any (the "Start Date"), and will extend for an initial term through the end of Lessee's fiscal year containing the Start Date. The term of this Lease is subject to renewal on a year-to-year basis for the number of annual fiscal periods necessary to comprise the lease term as set forth in Schedule C attached hereto and made a part hereof (the "Lease Term"). At the end of the initial term and any renewal term, Lessee will be deemed to have exercised its option to renew this Lease for the next annual renewal term, unless Lessee has exercised its right to terminate the Lease pursuant to Section 8 below.
4. **RENT:** Lessee agrees to pay Lessor the rental payments for the Equipment as set forth in Schedule C (the "Rental Payments"). A portion of each Rental Payment is paid as and represents the payment of interest as set forth in Schedule C. The Rental Payments will be payable without notice or demand, at the office of Lessor (or such other place as Lessor may designate in writing, from time to time) and will commence on the Start Date. For clarity, Lessee hereby authorizes Lessor to update Schedule C with the Start Date and actual due dates for Rental Payments based upon the frequency of payments stated on Schedule C. Any notice, invoicing, purchase orders, quotations or other forms or procedures requested by Lessee in connection with payment will be fully explained and provided to Lessor sufficiently in advance of the payment due date for the completion thereof by Lessor prior to such payment date, but none of the foregoing will be a condition to Lessee's obligation to make any such payment. If Lessee fails to pay any Rental Payment or any other sums under this Lease within ten (10) days when the same becomes due, Lessee shall pay to Lessor (in addition to and not in lieu of other rights of Lessor) a late charge equal to the greater of five (5%) percent of such delinquent amount or Twenty-Five Dollars (\$25.00), but in any event not more than the maximum amount permitted by law. Such late charge shall be payable by Lessee upon demand by Lessor and shall be deemed rent hereunder. Lessee acknowledges and agrees that the late charge (i) does not constitute interest, (ii) is an estimate of the costs Lessor will incur as a result of the late payment and (iii) is reasonable in amount. Lessor and Lessee understand and intend that the obligation of Lessee to pay Rental Payments hereunder will constitute a current expense of Lessee and will not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by Lessee. EXCEPT AS SPECIFICALLY PROVIDED IN SECTION 8 HEREOF, LESSEE'S OBLIGATION TO MAKE RENTAL PAYMENTS SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS AND WILL NOT BE SUBJECT TO ANY SETOFF, DEFENSE, COUNTERCLAIM, ABATEMENT OR RECOUPMENT FOR ANY REASON WHATSOEVER.

Notwithstanding the foregoing, the interest portion of the Rental Payments on Schedule C will be adjusted, and Lessor will provide Lessee a revised Schedule C reflecting such adjustment in the event that it is determined that any of the interest portions of Rental Payments set forth in Schedule C may not be excluded from Lessor's gross income under Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"). Lessee agrees that the interest portion of the Rental Payments on Schedule C will be adjusted commencing with the first day of the next succeeding fiscal year of the Lessee, but only if this Lease is renewed for such fiscal year, and thereafter, so that Lessor will be in the same after-tax position that it would have been in had such payment been excluded from the gross income of Lessor under Section 103 of the Code.

5. **AUTHORITY AND AUTHORIZATION:** Lessee represents, warrants and covenants that (a) it will do or cause to be done all things necessary to preserve and keep in full force and effect (i) its existence, and (ii) subject to Section 8 hereof, this Lease; (b) it has complied with all bidding and budgeting requirements where necessary and by due notification has presented this Lease to Lessee's governing body for approval and adoption as a valid obligation on its part and that all requirements have been met and procedures have been followed to ensure the enforceability of this Lease; (c) it has sufficient appropriations or other funds available to pay all amounts due hereunder for the current fiscal year period; (d) no event has occurred and no condition exists which, upon the execution of this Lease or with notice or the passage of time or both, would constitute a default under any debt, revenue or purchase obligation which it has issued or to which it is a party (the "Obligation") nor has it been in default under any Obligation at any time during the past five (5) years, and (e) no lease, rental agreement or contract for purchase, to which Lessee has been a party, at any time during the past five (5) years, has been terminated by Lessee as a result of insufficient funds being appropriated in any fiscal period.

6. **REPRESENTATIONS, COVENANTS AND WARRANTIES REGARDING TAX-EXEMPT STATUS:** Lessee warrants and covenants that (i) it is a state, or a political subdivision thereof, within the meaning of Section 103 of the Code, and the related regulations and rulings thereunder; (ii) subject to Section 8 hereof, Lessee intends that its obligation under this Lease will constitute an enforceable obligation issued by or on behalf of a state, or political subdivision thereof, such that the interest portions of Rental Payments as shown in Schedule C, will not be includable in the gross income of Lessor for the purposes of federal income taxation; (iii) this Lease represents a valid deferred payment obligation of Lessee for the amount herein set forth; (iv) Lessee has the legal capacity to enter into this Lease and is not in contravention of any state, county, district, city or town statute, rule, regulation or other governmental provision; (v) during the Lease Term, the Equipment will not be used in a trade or business of any other person or entity; (vi) Lessee will complete and file on a timely basis, Internal Revenue Service form 8038G or 8038GC, as appropriate, in the manner set forth in Section 149(e) of the Code; and (vii) Lessee will not take any action or permit the omission of any action reasonably within its control which action or omission will cause the interest portion of any Rental Payment hereunder to be includable in gross income for federal income taxation purposes.

Lessee hereby designates the Lease as a "qualified tax-exempt obligation" as defined in Section 265(b)(3)(B) of the Code. The aggregate face amount of all tax-exempt obligations (including the Lease, but excluding private activity bonds other than qualified 501(c)(3) bonds) issued or to be issued by Lessee and all subordinate entities thereof during the calendar year in which the Start Date occurs is not reasonably expected to exceed \$10,000,000. Lessee and all subordinate entities thereof will not issue in excess of \$10,000,000 of tax-exempt obligations (including the Lease, but excluding private activity bonds other than qualified 501(c)(3) bonds) during the calendar year in which the Start Date occurs, without first providing Lessor with an opinion of nationally recognized counsel in the area of tax-exempt municipal obligations acceptable to Lessor, that the designation of the Lease as a "qualified tax-exempt obligation" will not be adversely affected.

Lessee further represents as follows:

- (a) The estimated total costs of the Equipment will not be less than the total principal amount of the Rental Payments.
- (b) The Equipment has been ordered or is expected to be ordered within six months of the effective date of this Lease, and the Equipment is expected to be delivered and installed, and the Vendor fully paid, within eighteen months of the effective date of this Lease.
- (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 Rental Payments, or (ii) that may be used solely to prevent a default in the payment of Rental Payments.
- (d) The Equipment 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 final Rental Payment.
- (e) To the best of Lessee's knowledge, information and belief, the above expectations are reasonable.

7. **APPROPRIATIONS AND ESSENTIAL USE:** Lessee reasonably believes that sufficient funds can be obtained to make all Rental Payments during the Lease Term. The responsible financial officer of Lessee will do all things lawfully within his or her power to obtain funds from which the Rental Payments, including any Rental Payments required by Section 4 hereof, may be made, including making provisions for such payments, to the extent necessary, in each proposed annual budget submitted for approval in accordance with applicable procedures of Lessee. Notwithstanding the foregoing, the decision whether or not to budget or appropriate funds or to extend this Lease for any subsequent annual fiscal period is solely within the discretion of the then current governing body of Lessee. Lessee currently intends to make the Rental Payments for the full Lease Term if funds are legally available therefor, and in that regard Lessee represents that (a) the use of the Equipment is essential to its proper, efficient, and economic functioning or to the services that it provides to its citizens; (b) Lessee has an immediate need for and expects to make immediate use of substantially all the Equipment, which need is not temporary or expected to diminish in the foreseeable future; and (c) the Equipment will be used by the Lessee only for the purpose of performing one or more of its governmental or proprietary functions consistent with the permissible scope of its authority.

8. **NONAPPROPRIATION OF FUNDS:** In the event insufficient funds are appropriated and budgeted to pay Rental Payments required by Section 4 hereof and any other amounts payable under this Lease, for any fiscal period in which the Rental Payments for the Equipment are due under this Lease, then, without penalty, liability or expense to Lessee, this Lease will thereafter terminate on the last day of the fiscal period for which appropriations were made, except as to (i) the portions of the Rental Payments herein agreed upon for which funds have been appropriated and budgeted or are otherwise available and (ii) Lessee's other obligations and liabilities under this Lease relating to, accruing or arising prior to such termination. Lessee will, not less than sixty (60) days prior to the end of such applicable fiscal period, in writing, notify Lessor of such occurrence, but failure to give such notice will not prevent such termination. In the event of such termination, Lessee agrees to immediately cease use of the Equipment and peaceably surrender possession of the Equipment to Lessor on the day of such termination, packed for shipment in accordance with manufacturer's specifications and eligible for manufacturer's maintenance, and freight prepaid and insured to any location in the continental United States designated by Lessor, all at Lessee's expense. Lessor may exercise all available legal and equitable rights and remedies in retaking possession of the Equipment. If Lessee fails to cease use and deliver possession of the Equipment to Lessor upon termination of this Lease under this section, the termination shall nevertheless be effective but Lessee shall be responsible for the payment of damages in an amount equal to (a) the portion of Rental Payments thereafter coming due that is attributable to the number of days after the termination during which Lessee fails to cease use and deliver possession of the Equipment and (b) any other loss suffered by Lessor as a result of Lessee's failure to deliver possession of the Equipment.

9. **EXCLUSION OF WARRANTIES; LIMITATIONS OF LIABILITY; DISCLAIMER OF CONSEQUENTIAL DAMAGES:** LESSEE HAS SELECTED BOTH THE EQUIPMENT AND THE VENDOR(S) FROM WHOM LESSOR IS TO PURCHASE THE EQUIPMENT IN RELIANCE HEREON. LESSEE ACKNOWLEDGES AND AGREES THAT THE EQUIPMENT IS OF A SIZE, DESIGN AND CAPACITY SELECTED BY LESSEE, THAT LESSOR IS NOT A MANUFACTURER, VENDOR, DISTRIBUTOR OR LICENSOR OF SUCH EQUIPMENT, AND THAT LESSOR LEASES THE EQUIPMENT AS IS AND HAS NOT MADE, AND DOES NOT HEREBY MAKE, ANY REPRESENTATION, WARRANTY OR COVENANT, EXPRESS OR IMPLIED, WITH RESPECT TO THE MERCHANTABILITY, CONDITION, QUALITY, DURABILITY, DESIGN, OPERATION, FITNESS FOR USE, OR SUITABILITY OF THE EQUIPMENT IN ANY RESPECT WHATSOEVER OR IN CONNECTION WITH OR FOR THE PURPOSES AND USES OF LESSEE, OR ANY OTHER REPRESENTATION, WARRANTY OR COVENANT OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT THERETO INCLUDING ANY WARRANTIES OF TITLE OR AGAINST INFRINGEMENT OR ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR PRACTICE, ALL OF WHICH ARE SPECIFICALLY DISCLAIMED BY LESSOR AND IN NO EVENT SHALL LESSOR BE OBLIGATED OR LIABLE FOR ACTUAL, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF OR TO LESSEE OR ANY OTHER PERSON OR ENTITY ARISING OUT OF OR IN CONNECTION WITH THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO THE SALE, LEASE, USE, PERFORMANCE OR MAINTENANCE OF THE EQUIPMENT, INCLUDING INTERRUPTION OF SERVICE, LOSS OF DATA, LOSS OF REVENUE OR PROFIT, LOSS OF TIME OR BUSINESS, OR ANY SIMILAR LOSS, EVEN IF ANY SUCH PERSON IS ADVISED IN ADVANCE OF THE POSSIBILITY OR CERTAINTY OF SUCH DAMAGES AND EVEN IF LESSEE ASSERTS OR ESTABLISHES A FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED IN THIS LEASE.

Lessee acknowledges that neither the original vendor nor licensor of the Equipment (including the salespersons of any of them) is an agent of Lessor, nor are they authorized to waive or alter any terms of this Lease. Lessee hereby waives any claim (including any claim based on strict or absolute liability in tort) it might have against Lessor or any assignee of the Lessor for any loss, damage or expense caused by or with respect to the Equipment. Lessor hereby assigns to Lessee during the Lease Term, to the extent permitted by law and so long as no Event of Default has occurred pursuant to Section 20 below, all manufacturer's warranties, if any, that it may have with respect to the Equipment, and Lessor authorizes Lessee to obtain the customary services furnished in connection with such warranties at Lessee's expense. Lessor authorizes Lessee, to the extent permitted by law, to enforce in its own name any warranty, representation or other claim enforceable against the manufacturer. Lessor assumes no responsibility for shipment, delivery, installation or maintenances, and all claims of Lessee with respect thereto, whether for delay, damage or otherwise, will be made against the manufacturer. Lessor, at its option, may provide in its purchase order that the manufacturer agrees that any of such claims may be made by Lessee directly against the manufacturer. The obligation of Lessee to pay the Rental Payments as defined in Section 4 will not be abated, impaired or reduced by reason of any claims of Lessee with respect to the Equipment, including but not limited to its condition, quality, workmanship, delivery, shipment, installation, defects or otherwise.

10. **TITLE, SECURITY INTEREST:** During the Lease Term, title to the Equipment is deemed to be in Lessee so long as no Event of Default pursuant to Section 20 below has occurred and/or this Lease has not been terminated pursuant to the provisions of Section 8 above, subject to a first priority security interest in the Equipment which is retained by Lessor. Upon the earlier of (i) termination of this Lease in accordance with Section 8 above or (ii) the occurrence of an Event of Default by Lessee pursuant to Section 20 below, title will immediately revert to Lessor free of any right, title or interest of Lessee unless Lessor elects otherwise. In order to secure all of Lessee's obligations hereunder, Lessee hereby (a) to the extent permitted by law, grants to Lessor a first and prior security interest in any and all rights, titles and interest of Lessee in this Lease, the Equipment and in all additions, attachments, accessions, accessories, replacements and improvements thereto, now or hereafter acquired, together with all rents, issues, income, profits and proceeds thereof, including insurance proceeds; (b) agrees that financing statements evidencing Lessor's security interest may be filed; and (c) agrees to execute and deliver all certificates of title and other instruments necessary or appropriate to evidence and perfect such security interest. As further security therefor, Lessee grants to Lessor a first priority security interest in the cash and negotiable instrument from time to time comprising the escrow fund, if any, established under the Escrow Agreement and all proceeds (cash and non-cash) thereof, and agrees with respect thereto that Lessor shall have all the rights and remedies of a secured party.
11. **PERSONAL PROPERTY:** Lessor and Lessee agree that the Equipment is, and will remain, personal property and will not be deemed to be affixed or attached to real property or any building thereon. Notwithstanding the foregoing, for purposes of providing notice to third parties, Lessee agrees that, upon Lessor's request, it will provide the legal description of all real property where any of the Equipment is or will be installed, and Lessee agrees that financing statements evidencing Lessor's security interest may be filed in the real property records. If requested by Lessor, Lessee will, at Lessee's expense, furnish to Lessor landlord or mortgagee waiver with respect to the Equipment.
12. **USE; REPAIRS:** Lessee will use the Equipment in a careful manner for the use contemplated by the manufacturer of the Equipment and will comply with all laws, ordinances, insurance policies and regulations relating to, and will pay all costs, claims, damages, fees and charges arising out of, its possession, use or maintenance. Lessee, at its sole costs and expense, will maintain the Equipment according to the manufacturer's recommended guidelines or the equivalent and meet any and all recertification requirements and will furnish proof of such maintenance, if requested by Lessor and will furnish all needed servicing and parts, which parts will become part of the Equipment. If the Equipment is such as is customarily covered by a maintenance agreement, Lessee will furnish Lessor with a maintenance agreement with a party satisfactory to Lessor.
13. **ALTERATIONS:** Lessee will not make any alterations, additions or improvements to the Equipment without Lessor's prior written consent, and any permitted alteration or attachment which cannot be readily removed without damaging the Equipment's originally intended function or value will become part of the Equipment.
14. **LOCATION; INSPECTION:** The Equipment will not be removed from, or if the Equipment consists of rolling stock, its permanent base will not be changed from the Equipment Location without Lessor's prior written consent, which consent will not be unreasonably withheld. Lessor will be entitled to enter upon the Equipment Location or elsewhere during reasonable business hours to inspect the Equipment or observe its use and operations.
15. **LIENS AND TAXES:** Lessee will keep the Equipment free and clear of all levies, liens and encumbrances except those created under this Lease. Lessee will pay, when due, all charges and taxes (federal, state and local) which may now or hereafter be imposed upon the ownership, leasing, rental, sale, purchase, possession or use of the Equipment, excluding however, all taxes on or measured by Lessor's income. If Lessee fails to pay said charges and taxes when due, Lessor will have the right, but will not be obligated, to pay said charges and taxes. If Lessor pays any charges or taxes for which Lessee is responsible or liable under this Lease, Lessee will, upon demand, reimburse Lessor therefor.
16. **RISK OF LOSS; DAMAGE; DESTRUCTION:** Lessee assumes all risk of loss of or damage to the Equipment from any cause whatsoever, and no such loss of or damage to the Equipment will relieve Lessee of the obligation to make the Rental Payments or to perform any other obligation under this Lease. In the event of damage to any item of Equipment, Lessee will immediately place the same in good repair (the proceeds of any insurance recovery will be applied to the cost of such repair). If Lessor determines that any item of Equipment is lost, stolen, destroyed or damaged beyond

repair, Lessee, at the option of Lessor, will (a) replace the same with like equipment in good repair; or (b) on the next Rental Payment date pay to Lessor (i) all amounts owed by Lessee under this Lease, including the Rental Payment due on such date, and (ii) an amount not less than the balance of the Rental Payments then remaining unpaid hereunder. In the event that Lessee is obligated to make such payment with respect to less than all of the Equipment, Lessor will provide Lessee with the pro rata amount of the Rental Payment and the balance of the Rental Payments then remaining unpaid hereunder, as applicable, to be made by Lessee with respect to the Equipment which has suffered the event of loss.

17. **INSURANCE:** Lessee will, at its expense, maintain at all times during the Lease Term (a) fire and extended coverage, public liability and property damage insurance with respect to the Equipment in such amounts, covering such risks, and with such insurers as will be satisfactory to Lessor. In no event will the insurance limits be less than the greater of (i) an amount equal to the balance of the Rental Payments then remaining for the Lease Term or (ii) any minimum required by any co-insurance provisions of such insurance, (b) liability insurance that protects Lessor from liability in all events in form and amount satisfactory to Lessor, and (c) workers' compensation coverage as required by the laws of the state in which Lessee is located. Each insurance policy required by clause (b) of the preceding sentence will name Lessee as an insured and Lessor or its assigns as an additional insured and loss payee, as appropriate, and each insurance policy required by the preceding sentence will contain a clause requiring the insurer to give Lessor at least thirty (30) days prior written notice of any alteration in the terms of such policy or the cancellation thereof. The proceeds of any such policies will be payable to Lessee and Lessor or its assigns, as their interest may appear. Upon acceptance of the Equipment and upon each insurance renewal date, Lessee will deliver to Lessor a certificate evidencing such insurance. In the event of any loss, damage, injury or accident involving the Equipment, Lessee will promptly provide Lessor with written notice hereof and make available to Lessor all information and documentation relating thereto. Notwithstanding the foregoing, with Lessor's prior written consent, Lessee may self-insure against any and all risks for which insurance is required.
18. **ADVANCES:** In the event Lessee fails to maintain the insurance required by this Lease or fails to keep the Equipment in good repair and operating condition, Lessor may (but will be under no obligation to) purchase the required policies of insurance and pay the premiums on the same and make such repairs or replacements as are necessary and pay the cost thereof. All amounts so advanced by Lessor will become additional rent payable by Lessee. Lessee agrees to pay such amounts with interest thereon from the date paid at the rate of 1.5% per month or the maximum permitted by law, whichever is less. Unless Lessee provides evidence of the insurance coverage required by this Lease, Lessor may purchase insurance at Lessee's expense to protect Lessor's interests hereunder. This insurance may, but need not, protect Lessee's interests. The coverage that Lessor may purchase may not pay any claim that Lessee may make or any claim that may be made against Lessee in connection with the Equipment. Lessee may later cancel any insurance purchased by Lessor, but only after providing evidence that Lessee has obtained insurance as required by this Lease. If Lessor purchases insurance for the Equipment, Lessee will be responsible for the costs of that insurance, including the insurance premium, interest and any other charges Lessor may impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance will be added as additional rent. The costs of the insurance may be more than the cost of insurance Lessee may be able to obtain on its own.
19. **INDEMNIFICATION:** To the extent permitted by law, and solely from legally available funds, Lessee agrees to indemnify Lessor against, and hold Lessor harmless from, any and all claims, actions, proceedings, expenses, damages, liabilities or losses (including, but not limited to, attorneys' fees and court costs) arising in connection with the Equipment, including, but not limited to, its selection, purchase, delivery, possession, use, operation or return and the recovery of claims under insurance policies thereon.
20. **EVENTS OF DEFAULT:** The Term "Event of Default" as used in this Lease, means the occurrence of any one or more of the following events: (a) Lessee fails to make any Rental Payment (or any other payment) as it becomes due in accordance with the terms of this Lease, and any such failure continues for ten (10) days after the date thereof; (b) Lessee fails to perform or observe any other covenant, condition or agreement to be performed or observed by it hereunder and such failure is not cured within ten (10) days after written notice thereof by Lessor; (c) the discovery by Lessor that any statement, representation or warranty made by Lessee in this Lease or in any document delivered by Lessee pursuant hereto or in connection herewith is false, misleading or erroneous in any material respect; (d) Lessee becomes insolvent, is unable to pay its debts as they become due, makes an assignment for the benefit of creditors, applies or consents to the appointment of a receiver, trustee, conservator or liquidator of Lessee or of all or substantial part of its assets, a petition for relief is filed by Lessee under federal bankruptcy, insolvency or similar laws, or a petition in a proceeding under any bankruptcy, insolvency or similar laws, is filed against Lessee and is not dismissed within thirty (30) days thereafter; (e) Lessee suffers an adverse material change in its financial condition or operations from the date hereof and, as a result, Lessor deems itself insecure; or (f) Lessee is in default under any other agreement executed at any time with Lessor or its affiliates, or under any other agreement or instrument by which it is bound.
21. **REMEDIES:** Upon the occurrence of an Event of Default, Lessor shall have the right, at its sole option, to exercise any one or more of the following remedies: (a) by written notice to Lessee, declare an amount equal to all amounts then due under this Lease and all remaining Rental Payments which will become due during the then current fiscal year of Lessee to be immediately due and payable, whereupon the same will become immediately due and payable and such amounts shall thereafter bear interest at the rate of 1.5% per month or the maximum rate permitted by applicable law, whichever is less; (b) by written notice to Lessee, request Lessee to (and Lessee agrees that it will), at Lessee's expense, promptly cease use and return the Equipment to Lessor in the manner set forth in Section 8 hereof, or Lessor, at its option and with or without terminating the Lease Term, may enter upon the premises where the Equipment is located and take immediate possession of and remove the same, without liability to Lessor or its agents for such entry or for damage to property or otherwise; (c) sell or lease the Equipment or sublease it for the account of Lessee, holding Lessee liable for (i) all Rental Payments and other payments due to the effective date of such selling, leasing or subleasing, and (ii) for the difference between the net purchase price, rental and other amounts paid by the purchaser, lessee or sublessee pursuant to such sale, lease or sublease and the remaining amounts payable by the Lessee through the end of the then current fiscal year of Lessee hereunder; and (d) exercise any other right, remedy or privilege which may be available to it under applicable law, including the right to (i) proceed by appropriate court action to enforce the terms of this Lease, (ii) recover damages for the breach of this Lease, and (iii) rescind this Lease as to any or all of the Equipment. If Lessee fails to cease use and deliver possession of the Equipment upon the occurrence of an Event of Default, Lessee shall be responsible for the payment of damages in an amount equal to (a) the portion of Rental Payments that is attributable to the number of days after the termination during which Lessee fails to cease use and deliver possession of the Equipment and (b) any other loss suffered by Lessor as a result of Lessee's failure to cease use and deliver possession of the Equipment.

In addition, Lessee will remain liable for all covenants and indemnities under this Lease and for all legal fees and other costs and expenses, including court costs, incurred by Lessor with respect to the enforcement of any of the remedies listed above or any other remedy available to Lessor.

- 22. EARLY PURCHASE OPTION; PREPAYMENT:** Lessee may, upon sixty (60) days prior written notice to Lessor, and provided Lessee has fully paid and performed all other obligations hereunder and provided no Event of Default has occurred and is continuing, pay to Lessor on any regularly scheduled Rental Payment date the applicable amount set forth on Schedule C attached hereto, whereupon title to the Equipment will become unconditionally vested in Lessee, and Lessor will transfer any and all of its right, title and interest in the Equipment to Lessee as is, where is, without warranty, express or implied, except that Lessor will warrant to Lessee that the Equipment is free and clear of any liens created by Lessor.

Upon delivery by Lessee of a final acceptance certificate, any remaining monies in any escrow fund established under the Escrow Agreement shall be paid to Lessor, for credit, first, to the next Rental Payment due, and, second, to the prepayment of the principal portion of future Rental Payments hereunder in the manner directed by Lessor, in its sole discretion, unless Lessor directs that payment of such amount be made in such other manner directed by Lessor that, in the opinion of nationally recognized counsel in the area of tax-exempt municipal obligations satisfactory to Lessor, will not adversely affect the exclusion of the interest portions of Rental Payments from gross income for federal income tax purposes. If any amount is applied against the outstanding principal components of Rental Payments, Schedule C attached hereto will be revised accordingly.

- 23. DETERMINATION OF FAIR PURCHASE PRICE:** Lessee and Lessor hereby agree and determine that the Rental Payments payable during the Lease Term represent the fair value of the use of the Equipment and that the amount required to exercise Lessee's option to purchase the Equipment pursuant to Section 22 represents the fair purchase price of the Equipment. Lessee hereby determines that the Rental Payments do not exceed a reasonable amount so as to place Lessee under a practical economic compulsion to renew this Lease or to exercise its option to purchase the Equipment. In making such determinations, Lessee and Lessor have given consideration to (a) the costs of the Equipment, (b) the uses and purposes for which the Equipment will be employed by Lessee, (c) the benefit to Lessee by reason of the acquisition and installation of the Equipment and the use of the Equipment pursuant to the terms and provisions of this Lease, and (d) Lessee's option to purchase the Equipment. Lessee hereby determines and declares that this Lease will result in equipment of comparable quality and meeting the same requirements and standards as would be necessary if the acquisition and installation of the Equipment were performed by Lessee other than pursuant to this Lease. Lessee hereby determines and declares that the Lease Term does not exceed the useful life of the Equipment.

- 24. ASSIGNMENT:** Except as expressly provided herein, Lessee will not (a) assign, transfer, pledge, hypothecate or grant any security interest in, or otherwise dispose of, this Lease or the Equipment or any interest in this Lease or the Equipment or (b) sublet or lend the Equipment or permit the Equipment to be used by anyone other than Lessee or Lessee's employees, unless Lessee obtains the prior written consent of Lessor and an opinion of nationally recognized counsel in the area of tax-exempt municipal obligations satisfactory to Lessor that such action will not adversely affect the exclusion of the interest portions of the Rental Payments from gross income for federal income tax purposes.

Lessor, without the consent of Lessee, may assign all or any portion or portions of its right, title and interest in and to this Lease, the Equipment and any other documents executed with respect to this Lease, and/or grant or assign all or any portion or portions of its security interest in this Lease and the Equipment, in whole or in part to various assignees, their agents or trustees (each and any one hereinafter referred to as an "Assignee"). Any such assignment to an Assignee may provide that the Lessor or the Assignee will act as a collection and paying agent for owners of certificates of participation in this Lease, or may provide that a third-party trustee or agent will act as collection and paying agent for any Assignee, provided that any such trustee or agent will maintain registration books as a register of all persons who are owners of certificates of participation or other interest in Rental Payments and Lessee receives written notification of the name and address of the trustee or agent and a copy of the pooling and fractionalization agency or trustee agreement, if any. Any such Assignee will have all of the assigned rights of Lessor under this Lease. Subject to the foregoing, this Lease will inure to the benefit of and will be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto. Any assignment or reassignment of any of Lessor's right, title or interest in this Lease or the Equipment will be effective upon receipt by Lessee of a duplicate original of the counterpart document by which the assignment or reassignment is made, disclosing the name and address of each such Assignee and, where applicable, to whom further payments hereunder should be made. During the Lease Term, Lessee covenants that it will keep a complete and accurate record of all assignments in form necessary to comply with Section 149(a) of the Code and the regulations, proposed or existing, from time to time promulgated thereunder. Lessee agrees to acknowledge in writing any assignments if so required.

Lessee agrees that, upon notice of assignment, if so instructed it will pay directly to the Assignee, or its trustee or agent without abatement, deduction or setoff all amounts which become due hereunder. Lessee further agrees that it will not assert against any Assignee, or its trustee or agent, any defense, claim, counterclaim or setoff Lessee may have against Lessor.

- 25. FINANCIAL STATEMENTS:** Each year during the term of this Lease, Lessee hereby agrees to deliver to Lessor a copy of: (i) annual audited financial statements within one hundred twenty (120) days of Lessee's fiscal year-end; and (ii) within a reasonable period of time, any other financial information Lessor requests from time to time.
- 26. NATURE OF AGREEMENT:** Lessor and Lessee agree that upon the due and punctual payment and performance of the installments of Rental Payments and other amounts and obligations under this Lease, title to the Equipment will vest permanently in Lessee as provided in this Lease, free and clear of any interest, lien or security of Lessor therein.
- 27. AMENDMENTS:** This Lease may be amended or any of its terms modified in any manner by written agreement of Lessee and Lessor. Any waiver of any provision of this Lease or of any right or remedy hereunder must be affirmatively and expressly made in writing and will not be implied from inaction, course of dealing or otherwise.
- 28. NOTICES:** All notices to be given under this Lease must be made in writing and mailed by certified mail to the other party at its address set forth herein or at such address as the party may provide in writing from time to time. Any such notice is effective upon receipt.
- 29. SECTION HEADINGS:** All section headings contained herein are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Lease.
- 30. GOVERNING LAW:** This Lease will be governed by the provisions hereof and by the laws of the State where Lessee is located.
- 31. FURTHER ASSURANCES:** Lessee will deliver to Lessor (i) an opinion of counsel in substantially the form of Schedule D attached hereto or as Lessor may otherwise request; and (ii) if applicable, a certificate of a duly authorized official as to designation as a qualified tax-exempt obligation. Moreover, Lessee will execute or provide, as requested by Lessor, any documents and information that are reasonably necessary with respect to the transaction contemplated by this Lease.

32. **ENTIRE AGREEMENT:** This Lease, together with the Schedules attached hereto and made a part hereof and other attachments hereto and other documents or instruments executed by Lessee and Lessor in connection herewith, constitute the entire agreement between the parties with respect to the lease of the Equipment, and this Lease will not be modified, amended, altered or changed except with the written consent of Lessee or Lessor.
33. **SEVERABILITY:** Any provision of this Lease found to be prohibited by law will be ineffective to the extent of such prohibition without invalidating the remainder of this Lease.
34. **WAIVER:** The waiver by Lessor of any breach by Lessee of any term, covenant or condition, hereof will not operate as a waiver of any subsequent breach hereof.
35. **ELECTRONIC TRANSACTIONS.** The parties agree that the transaction described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.
36. **ROLE OF LESSOR:** Lessor has not acted and will not act as a fiduciary for Lessee or as Lessee's agent or municipal advisor. Lessor has not and will not provide financial, legal, tax, accounting or other advice to Lessee or to any financial advisor or placement agent engaged by Lessee with respect to this Lease. Lessee, its financial advisor, placement agent or municipal advisor, if any, shall each seek and obtain its own financial, legal, tax, accounting and other advice with respect to this Lease from its own advisors (including as it relates to structure, timing, terms and similar matters).

ORAL AGREEMENTS OR COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT INCLUDING PROMISES TO EXTEND OR RENEW SUCH DEBT, ARE NOT ENFORCEABLE. TO PROTECT YOU (LESSEE(S) AND US (LESSOR) FROM MISUNDERSTANDING OR DISAPPOINTMENT, ANY AGREEMENTS WE REACH COVERING SUCH MATTERS ARE CONTAINED IN THIS WRITING, WHICH IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN US EXCEPT AS WE MAY LATER AGREE IN WRITING TO MODIFY IT.

BY SIGNING BELOW, YOU AND WE AGREE THAT THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN US.

<i>Lessor:</i> <u>Clayton Holdings, LLC</u>	<i>Lessee:</i> _____
<i>Authorized Signature:</i> _____	<i>Authorized Signature:</i> _____
<i>Printed Name:</i> _____	<i>Printed Name:</i> _____
<i>Title:</i> _____	<i>Title:</i> _____
<i>Date:</i> _____	<i>Date:</i> _____
	<i>EIN:</i> _____

**SCHEDULE A TO
STATE & MUNICIPAL LEASE/PURCHASE AGREEMENT**
Lease No. _____ - _____

Location of Equipment	
Street: _____ City: _____ State: _____ Zip Code: _____	
Description of Equipment	Equipment Cost
	\$ _____
Total	\$ _____

Lessee hereby certifies that the description of the property set forth above constitutes a complete and accurate description of all Equipment as subject to in the Lease.

<i>Lessee:</i> _____ <i>Authorized Signature:</i> _____ <i>Printed Name:</i> _____ <i>Title:</i> _____ <i>Date:</i> _____

**SCHEDULE B TO
STATE & MUNICIPAL LEASE/PURCHASE AGREEMENT
Lease No. _____ - _____
DELIVERY AND ACCEPTANCE CERTIFICATE**

See Exhibits B and C to the Escrow Agreement.

**SCHEDULE C
PAYMENT SCHEDULE**

Lessee: _____

Lessor: Clayton Holdings, LLC

Lease Number: _____ - _____

Capital Cost of Equipment (Principal Portion of Rental Payments): \$ _____

Nominal Interest Rate: _____%

Start Date: _____ (actual funding date -- to be completed by Lessor)

Subject to Section 8 of the Lease, Rental Payments are due on the dates and in the amounts shown below:

Lessee: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____

**SCHEDULE D TO
STATE & MUNICIPAL LEASE/PURCHASE AGREEMENT
OPINION OF COUNSEL
(To be on Letterhead of Lessee's Counsel)**

Clayton Holdings, LLC
8000 Forsyth Boulevard, Suite 510
St. Louis, Missouri 63105

Re: State and Municipal Lease/Purchase Agreement No. _____-____ dated the ____ day of _____, 2018
(the "Lease"), between Clayton Holdings, LLC ("Lessor") and _____ ("Lessee").

Ladies and Gentlemen:

As legal counsel to Lessee, I have examined (a) an executed counterpart of the Lease, which, among other things, provides for the sale to and purchase by the Lessee of the Equipment, (b) an executed counterpart of the Escrow Agreement, dated as of _____, 2018 (the "Escrow Agreement"), among Lessor, Lessee and UMB Bank, N.A., as escrow agent, (c) an executed counterpart of the ordinance, order or resolution of Lessee which, among other things, authorizes Lessee to execute the Lease and (d) such other opinions, documents and matters of law as I have deemed necessary in connection with the following opinions.

Based on the foregoing, I am of the following opinions:

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) police power.
2. Lessee has the requisite power and authority to purchase the Equipment and to execute and deliver the Lease and the Escrow Agreement and to perform its obligations under the Lease, and the Escrow Agreement and the execution, delivery and compliance with the provisions of the Lease and the Escrow Agreement will not conflict with or result in the breach of any of the provisions of, or constitute a default under any indenture or other agreement or instrument to which Lessee is a party, or by which it or its property is bound.
3. The Lease, the Escrow Agreement and the other documents either attached thereto or required therein have been duly authorized, approved and executed by and on behalf of Lessee, and the Lease is a valid and binding obligation of Lessee enforceable in accordance with its terms.
4. The authorization, approval and execution of the Lease, the Escrow Agreement and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all open meeting laws, public bidding laws and all other applicable state and federal laws.
5. There is no proceeding pending or threatened in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would adversely affect the transactions contemplated by the Lease, the Escrow Agreement or the security interest of Lessor or its assigns, as the case may be, in the Equipment.

Furthermore, I confirm that the name of the Lessee as stated in the Lease, as _____,
_____, is the exact legal name of the Lessee for all purposes contemplated herein.

All capitalized terms herein shall have the same meanings as in the Lease. Lessor, its successors and assigns and any counsel rendering an opinion on the tax-exempt status of the interest portions of Rental Payments are entitled to rely on this opinion.

Very truly yours,

**SCHEDULE E-1 TO
STATE & MUNICIPAL LEASE/PURCHASE AGREEMENT
Lease No. _____ - _____**

WHEREAS, _____ (the "Lessee") is a political subdivision duly organized under the constitution and laws of the State where Lessee is located;

WHEREAS, it is necessary and desirable and in the best interest of the Lessee, as lessee, to enter into a State & Municipal Lease/Purchase Agreement (the "Lease") with Clayton Holdings, LLC, as lessor (the "Lessor"), for the purposes described therein, including the leasing of the Equipment; and

WHEREAS, the Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current fiscal year to make the Rental Payments scheduled to come due during the current fiscal year and to meet its other obligations, and such funds have not been expended for other purposes

NOW, THEREFORE, BE IT RESOLVED, BY THE GOVERNING BODY OF [LESSEE], AS FOLLOWS:

Section 1. The Lease and the Escrow Agreement, in substantially the same form as presented to this meeting, and the terms and performance thereof are hereby approved, and the _____ of the Lessee is hereby authorized to execute and deliver the Lease and the Escrow Agreement, on behalf of the Lessee, with such changes therein as shall be approved by such officer, such approval to be conclusively evidenced by such officer's execution thereof.

Section 2. The Lessee shall, and the officers, agents and employees of the Lessee are hereby authorized and directed to take such further action and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution, and to carry out, comply with and perform the duties of the Lessee with respect to the Lease and the Escrow Agreement.

Section 3. Lessee hereby designates the Lease as a "qualified tax-exempt obligation" as defined in Section 265(b)(3)(B) of the Internal Revenue Code. The aggregate face amount of all tax-exempt obligations (including the Lease, but excluding private activity bonds other than qualified 501(c)(3) bonds) issued or to be issued by Lessee and all subordinate entities thereof during the current calendar year is not reasonably expected to exceed \$10,000,000. Lessee and all subordinate entities thereof will not issue in excess of \$10,000,000 of tax-exempt obligations (including the Lease, but excluding private activity bonds other than qualified 501(c)(3) bonds) during the current calendar year without first providing Lessor with an opinion of nationally recognized counsel in the area of tax-exempt municipal obligations acceptable to Lessor, that the designation of the Lease as a "qualified tax-exempt obligation" will not be adversely affected.

Section 4. Moneys sufficient to pay all Rental Payments required to be paid under the Lease during Lessee's current fiscal year are hereby appropriated to such payment, and such moneys will be applied in payment of all Rental Payments due and payable during the current fiscal year.

Section 5. This Resolution shall take effect and be in full force immediately after its adoption by the governing body of the Lessee.

PASSED AND ADOPTED by the governing body of _____ this ____ day of _____, 20__.

ATTEST:

LESSEE: _____

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

**SCHEDULE E-2 TO
STATE & MUNICIPAL LEASE/PURCHASE AGREEMENT**
Lease No. _____ - _____

INCUMBENCY AND AUTHORIZATION CERTIFICATE

The undersigned, a duly elected or appointed and acting _____ of _____
_____ ("Lessee") certifies as follows:

A. **Authorized Signers.** The following listed persons are duly elected or appointed and acting officials of Lessee (the "Officials") in the capacity set forth opposite their respective names below, and the signature of each such Official appearing below is the true and genuine signature of that Official. By order of Lessee's governing body, the Officials identified below have been duly authorized, on behalf of Lessee, to negotiate, execute and deliver the Equipment Lease/Purchase Agreement dated as of _____, 2018, by and between Lessee and Clayton Holdings, LLC ("Lessor"), the Escrow Agreement dated as of _____, 2018 among Lessor, Lessee and UMB Bank, N.A., as Escrow Agent (the "Escrow Agreement"), and all documents related thereto and delivered in connection therewith (collectively, the "Agreements").

Name of Official	Title	Signature

B. **Call-Back Verification.** Lessor may, but is not required, to call back any one of the below-named employees or officials of Lessee prior to approving the disbursement of any funds from the Acquisition Fund established under the Escrow Agreement to verify the request for disbursement, including but not limited to amount, payee, address, ABA and account numbers of the payee or Lessee.

Name	Title	Phone Number

Dated: _____

By: _____

Name: _____

Title: _____

(The signer of this Certificate cannot be listed under Paragraph A above as authorized to execute the Agreements.)

SCHEDULE F
STATE & MUNICIPAL LEASE/PURCHASE AGREEMENT
Lease No. _____ - _____

ESSENTIAL USE/SOURCE OF FUNDS LETTER

_____ day of _____, 2018

Clayton Holdings, LLC
8000 Forsyth Boulevard, Suite 510
St. Louis, Missouri 63105

Re: State and Municipal Lease/Purchase Agreement No. _____ - _____, dated the ____ day of _____, 2018
(the "Lease"), between Clayton Holdings, LLC ("Lessor") and _____ ("Lessee")

Ladies and Gentlemen:

This confirms and affirms that the Equipment described in the Lease is essential to the function of the undersigned or to the service we provide to our citizens.

Further, we have an immediate need for, and expect to make immediate use of, substantially all such Equipment, which need is not temporary or expected to diminish in the foreseeable future. Such Equipment will be used by us only for the purpose of performing one or more of our governmental or proprietary functions consistent with the permissible scope of our authority. Specifically, such Equipment was selected by us to be used as follows:

The estimated useful life of such Equipment based upon manufacturer's representations and our projected needs is not less than the maximum Lease Term.

Our source of funds for payments of the Rental Payments due under the Lease for the current fiscal year is _____.

We currently expect and anticipate adequate funds to be available for all future payments of rent due after the current fiscal year for the following reasons:

Very truly yours,

Lessee: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____

**SCHEDULE G
PROOF OF INSURANCE**

Insurance Agent Name: _____

Agency Name: _____

Address: _____

Phone Number: _____

E-Mail: _____

Ladies and Gentlemen:

Please add CLAYTON HOLDINGS, LLC as both co-loss payee and additional insured under the property insurance covering the Equipment listed on attached Schedule A, and as additional insured under the general liability insurance policy. The minimum liability coverage is \$1,000,000.00. Please mail or fax an insurance certificate to:

Clayton Holdings, LLC
P.O. Box 11309
St. Louis, MO 63105
Fax # 314-746-3744

Upon acceptance of the Equipment and upon each insurance renewal date, Lessee will deliver to Lessor a certificate evidencing such insurance.

Please note that the Bank requires 30 day written notice of cancellation of the policy covering leased equipment.

Lessee: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____



SCHEDULE H

ACH Payment Authorization Form

Lease No. / Loan No: _____

Lessee / Borrower: _____

I authorize Commerce Bank ("Commerce") to initiate debit entries and to initiate, if necessary, credit entries and adjustments for any debit entries in error on behalf of CBI Equipment Finance, Clayton Holdings or Commerce Bank as lender or lessor in the amount shown, and from the checking or savings account with the depository institution ("Bank") named below, on the payment due date.

Bank Name: _____

Address: _____

ABA Routing No.: _____

Account No.: _____ (X) Checking () Savings

This is a (X) New or () Updated authorization form.

Debit Amount(s): \$ _____

Begin Auto Debit with Invoice Date Due: _____

The final or balloon payment, if different from the _____ payment, will not be auto debited.

I understand that this authorization will remain in full force and effect until I notify COMMERCE BANK at the address or phone number below that I wish to revoke this authorization. I understand that COMMERCE BANK requires at least 5 days prior notice in order to process any such cancellation.

X _____ X _____

Borrower / Lessee Signature

Date

Note that there is NO charge for this service.

Also, your "Bank" need not be Commerce Bank to benefit from this feature. Any bank account can be auto debited. To commence service please return this form with your document package or **send this signed form and a voided check (unless COMMERCE BANK is already currently debiting this same account for another lease schedule) to:**

COMMERCE BANK

P.O. Box 11309

Clayton, MO 63105

or

LeasingACH@Commercebank.com

To discontinue or amend service, please email the request to the address above or call COMMERCE BANK at 314.746.3726.

KANSAS ADDENDUM TO STATE & MUNICIPAL LEASE/PURCHASE AGREEMENT
Master Lease 5000000-001

This Addendum to the State & Municipal Lease/Purchase Agreement dated _____ (the "Lease"), between **Clayton Holdings, LLC**, as Lessor, and LESSEE NAME, as Lessee, is hereby incorporated in and made a part of the Lease.

The capitalized terms used in this Addendum shall have the meanings given to them in the Lease.

Notwithstanding any other provision of the Lease, Lessee shall only be obligated under the Lease to pay Rental Payments and other payments under the Lease from funds budgeted and appropriated for that purpose during Lessee's then current budget year or, where appropriate, insurance proceeds (including self-insurance reserves if self-insurance is in effect).

The Lessee acknowledges as follows:

(a) The capital cost that would be required to purchase the Equipment if paid for by cash would be \$_____

(b) The annual average effective Interest cost of the Lease is _____% per annum.

(c) No amount is included in Rental Payments (assuming continuation of the Lease through the maximum term of the Lease) for service, maintenance, insurance and other charges exclusive of capital cost and Interest cost.

Dated: _____, 20__

Lesssor: <u>Clayton Holdings, LLC</u>	Lessee: <u>LESSEE NAME</u>
Authorized Signature: _____	Authorized Signature: _____
Printed Name: _____	Printed Name: <u>SIGNATORY</u>
Title: _____	Title: <u>SIGNER TITLE</u>
Date: _____	Date: _____
	EIN #00-0000000

ESCROW AGREEMENT

This Escrow Agreement (the "Escrow Agreement"), dated as of the _____ day of _____, 2018 and entered into among **Clayton Holdings, LLC**, a Missouri Limited Liability Company (together with its successors and assigns, "Lessor"), _____ a municipal corporation and political subdivision existing under the laws of _____ ("Lessee"), and **UMB Bank, N.A.**, a national banking association, as escrow agent (together with its successors and assigns, the "Escrow Agent").

Name of Acquisition Fund: " _____ "

Amount of Deposit into the Acquisition Fund: \$ _____

TERMS AND CONDITIONS

1. This Escrow Agreement relates to the State and Municipal Lease/Purchase Agreement dated as of the _____ day of _____, 2018, (the "Lease"), between Lessor and Lessee.

2. Lessor, Lessee and the Escrow Agent agree that the Escrow Agent will act as sole Escrow Agent under the Lease and this Escrow Agreement, in accordance with the terms and conditions set forth in this Escrow Agreement. The Escrow Agent shall not be deemed to be a party to the Lease, and this Escrow Agreement shall be deemed to constitute the entire agreement between Lessor and Lessee and the Escrow Agent.

3. There is hereby established in the custody of the Escrow Agent a special trust fund designated as set forth above (the "Acquisition Fund") to be held and administered by the Escrow Agent in trust for the benefit of Lessor and Lessee in accordance with this Escrow Agreement.

4. Lessor shall deposit in the Acquisition Fund the amount specified above. Moneys held by the Escrow Agent hereunder shall be invested and reinvested by the Escrow Agent upon written order of an authorized Lessee representative, in accordance with the Arbitrage Instructions attached as **Exhibit A**, in Qualified Investments (as defined below) maturing or subject to redemption at the option of the holder thereof prior to the date on which it is expected that such funds will be needed. If an Authorized Lessee Representative fails to timely direct the investment of any moneys held hereunder, the Escrow Agent shall invest and reinvest such moneys in Goldman Sachs Financial Square Treasury Fund #525, which is a Qualified Investment described in Section 5(vi) below. Such investments shall be held by the Escrow Agent in the Acquisition Fund; any interest and gain earned on such investments shall be deposited in the Acquisition Fund, and any losses on such investments shall be charged to the Acquisition Fund. The Escrow Agent may act as purchaser or agent in the making or disposing of any investment.

5. "Qualified Investments" means, to the extent the same are at the time legal for investment of the funds being invested: (i) direct general obligations of the United States of America; (ii) obligations the timely payment of principal of and interest on which is fully and unconditionally guaranteed by the United States of America; (iii) general obligations of the agencies and instrumentalities of the United States of America acceptable to Lessor; (iv) certificates of deposit, time deposits or demand deposits with any bank or savings institution including the Escrow Agent or any affiliate thereof, provided that such certificates of deposit, time deposits or demand deposits, if not insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation, are fully secured by obligations described in (i), (ii) or (iii) above; or (v) repurchase agreements with any state or national bank or trust company, including the Escrow Agent or any affiliate thereof, that are secured by obligations of the type described in (i), (ii) or (iii) above, provided that such collateral is free and clear of claims of third parties and that the Escrow Agent or a third party acting solely as agent for the Escrow Agent has possession of such collateral and a perfected first security interest in such collateral; or (vi) money market mutual funds that are invested in securities described in (i), (ii) or (iii) and that are rated "Aaa" by Moody's Investors Service or "AAAm-G" by Standard & Poor's Ratings Services or the comparable rating by Fitch IBCA, Inc.

6. Moneys in the Acquisition Fund shall be used to pay for the cost of acquisition of the Equipment listed in the Lease. Such payment shall be made from the Acquisition Fund upon presentation to the Escrow Agent of one or more properly executed Payment Request and Acceptance Certificates, a form of which is attached as **Exhibit B**, executed by Lessee and approved in writing by Lessor, together with the Vendor's invoice specifying the acquisition price of the Equipment described in the Payment Request and Acceptance Certificate. In making any disbursement pursuant to this **Section 6**, the Escrow Agent may conclusively rely as to the completeness and accuracy of all statements in such Payment Request and Acceptance Certificate, and the Escrow Agent shall not be required to make any inquiry, inspection or investigation in connection therewith. Without limiting the foregoing, the Escrow Agent shall have no duty to review, and shall not be responsible for the contents of, invoices delivered to it hereunder. The approval of each Payment Request and Acceptance Certificate by the Lessor shall constitute unto the Escrow Agent an irrevocable determination by the Lessor that all conditions precedent to the payment of the amounts set forth therein have been completed.

7. The Acquisition Fund shall terminate upon the occurrence of the earlier of (a) the presentation of a proper Payment Request and Acceptance Certificate and the Final Acceptance Certificate, a form of which is attached as **Exhibit C**, properly executed by Lessee, (b) 12 months from the date hereof (or such later date as may be agreed to in writing by Lessor and Lessee with notice in writing to Escrow Agent), or (c) the presentation of written notification by the Lessor that the Lease has been terminated pursuant to **Section 8** or **20** of the Lease. Upon termination as described in clause (a) or (b) of this paragraph, any amount remaining in the Acquisition Fund shall be paid to Lessor for application as provided in the Lease. Upon termination as described in clause (c) of this paragraph, any amount remaining in the Acquisition Fund shall immediately be paid to Lessor. The Escrow Agent may rely conclusively upon Lessor's written instructions in disbursing any amounts remaining in the Acquisition Fund upon termination and shall not be responsible in any manner for the exclusion from gross income of interest portions of Rental Payments under the Lease.

8. The Escrow Agent may at any time resign by giving at least 30 days written notice to Lessee and Lessor, but such resignation shall not take effect until the appointment of a successor Escrow Agent. The substitution of another bank or trust company to act as Escrow Agent under this Escrow Agreement may occur by written agreement of Lessor and Lessee. In addition, the Escrow Agent may be removed at any time, with or without cause, by an instrument in writing executed by Lessor and Lessee. In the event of any resignation or removal of the Escrow Agent, a successor Escrow Agent shall be appointed by an instrument in writing executed by Lessor and Lessee. Such successor Escrow Agent shall indicate its acceptance of such appointment by an instrument in writing delivered to Lessor, Lessee and the predecessor Escrow Agent. Thereupon such successor Escrow Agent shall, without any further act or deed, be fully vested with all the trusts, powers, rights, duties and obligations of the Escrow Agent under this Escrow Agreement and the predecessor Escrow Agent shall deliver all moneys and securities held by it under this Escrow Agreement to such successor Escrow Agent whereupon the duties and obligations of the predecessor Escrow Agent shall cease and terminate. If a successor Escrow Agent has not been so appointed within 90 days of such resignation or removal, the Escrow Agent may petition a court of competent jurisdiction to have a successor Escrow Agent appointed.

9. Any corporation or association into which the Escrow Agent may be merged or converted or with or into which it may be consolidated, or to which it may sell or transfer its corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any merger, conversion, sale, consolidation or transfer to which it is a party, shall be and become successor Escrow Agent hereunder and shall be vested with all the trusts, powers, rights, obligations, duties, remedies, immunities and privileges hereunder as was its predecessor, without the execution or filing of any instrument or any further act on the part of any of the parties hereto.

10. The Escrow Agent incurs no responsibility to make any disbursements pursuant to the Escrow Agreement except from funds held in the Acquisition Fund. The Escrow Agent makes no representations or warranties as to the title to any Equipment listed in the Lease or as to the performance of any obligations of Lessor or Lessee.

11. The Escrow Agent may act in reliance upon any writing or instrument or signature which it, in good faith, believes to be genuine, may assume the validity and accuracy of any statement or assertion contained in such a writing or instrument, and may assume that any person purporting to give any writing, notice, advice or instructions in connection with the provisions hereof has been duly authorized to do so. The Escrow Agent shall not be liable in any manner for the sufficiency or correctness as to form, manner and execution, or validity of this Escrow Agreement other than its own

execution thereof or any instrument deposited with it, nor as to the identity, authority or right of any person executing the same; and its duties hereunder shall be limited to those specifically provided herein.

12. Unless the Escrow Agent is guilty of negligence or willful misconduct with regard to its duties hereunder, Lessee, to the extent permitted by law, and Lessor jointly and severally hereby agree to indemnify the Escrow Agent and hold it harmless from any and all claims, liabilities, losses, actions, suits or proceedings at law or in equity, or any other expense, fees or charges of any character or nature, which it may incur or with which it may be threatened by reason of its acting as Escrow Agent under this Escrow Agreement; and in connection therewith, to indemnify the Escrow Agent against any and all expenses, including reasonable attorneys' fees and the cost of defending any action, suit or proceeding or resisting any claim.

13. The aggregate amount of the costs, fees, and expenses of the Escrow Agent in connection with the creation of the escrow described in and created by this Escrow Agreement and in carrying out any of the duties, terms or provisions of this Escrow Agreement is a one time fee in the amount of \$_____ to be paid by Lessee concurrently with the execution and delivery of this Escrow Agreement.

Notwithstanding the preceding paragraph, the Escrow Agent shall be entitled to reimbursement from Lessee of reasonable out-of-pocket, legal or extraordinary expenses incurred in carrying out the duties, terms or provisions of this Escrow Agreement (including attorneys' fees and expenses). Claims for such reimbursement may be made to Lessee and in no event shall such reimbursement be made from funds held by the Escrow Agent pursuant to this Escrow Agreement. The Escrow Agent agrees that it will not assert any lien whatsoever on any of the money or Qualified Investments on deposit in the Escrow Fund for the payment of fees and expenses for services rendered by the Escrow Agent under this Escrow Agreement or otherwise.

14. If Lessee, Lessor, the Escrow Agent or any other person shall be in disagreement about the interpretation of the Lease or this Escrow Agreement, or about the rights and obligations, or the propriety of any action contemplated by the Escrow Agent hereunder, the Escrow Agent may, but shall not be required to, file an appropriate civil action to resolve the disagreement. The Escrow Agent shall be entitled to refuse to comply with any demand or claim, as long as such disagreement shall continue, and in so refusing to make any delivery or other disposition of any money, papers or property involved or affected hereby, the Escrow Agent shall not be or become liable to the undersigned or to any other person for its refusal to comply with such demands, and the Escrow Agent shall be entitled to refuse and refrain to act until (a) such civil action has been resolved by full and final adjudication in a court assuming and having jurisdiction over such subject matter, or (b) all differences shall have been adjusted by agreement and the Escrow Agent shall have been notified thereof in writing, signed by all the interested parties. The Escrow Agent shall be indemnified by Lessor and Lessee, to the extent permitted by law, for all costs, including reasonable attorneys' fees and expenses, in connection with such civil action, and shall be fully protected in suspending all or part of its activities under this Escrow Agreement until a final judgment in such action is received.

15. The Escrow Agent may consult with counsel of its own choice and shall have full and complete authorization and protection for any action or non-action taken by the Escrow Agent in accordance with the opinion of such counsel. The Escrow Agent shall otherwise not be liable for any mistakes of facts or errors of judgment, or for any acts or omissions of any kind unless caused by its negligence or willful misconduct.

16. This Escrow Agreement shall be governed by and construed in accordance with the laws of the state of _____ *[for clarity, specify the state; usually this will be the state in which the Lessee is located]*.

17. In the event any provision of this Escrow 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.

18. This Escrow Agreement may not be amended except by a written instrument executed by Lessor, Lessee and the Escrow Agent.

19. This Escrow Agreement may be executed in several counterparts, each of which so executed shall be an original. The transactions described herein may be conducted and related documents may be sent and stored by electronic means.

20. The parties hereto agree that, for tax reporting purposes, all interest or other income, if any, attributable to the Escrowed Funds or any other amount held in escrow by the Escrow Agent pursuant to this Agreement shall be allocable to the Lessee. The Lessee and Lessor agree to provide the Escrow Agent completed Forms W-9 (or Forms W-8, in the case of non-U.S. persons) and other forms and documents that the Escrow Agent may reasonably request (collectively, "Tax Reporting Documentation") at the time of execution of this Agreement. Additionally, the parties hereto agree that they will provide any information reasonably requested by the Escrow Agent to comply with the USA Patriot Act of 2001, as amended from time to time, and the Bank Secrecy Act of 1970, as amended from time to time (together the "Acts"), which information will be used to verify the identities of the parties to ensure compliance with the terms of such Acts. The parties hereto understand that if such Tax Reporting Documentation is not so certified to the Escrow Agent, the Escrow Agent may be required by the Internal Revenue Code, as it may be amended from time to time, to withhold a portion of any interest or other income earned on the investment of monies or other property held by the Escrow Agent pursuant to this Escrow Agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Lessor, Lessee and the Escrow Agent have caused this Escrow Agreement to be executed by their duly authorized representatives.

Clayton Holdings, LLC
LESSOR

By: _____
Title: Officer

LESSEE

By: _____
Printed Name: _____
Title: _____

UMB Bank, N.A.
ESCROW AGENT

By: _____
Title: _____

EXHIBIT A

ARBITRAGE INSTRUCTIONS

These Arbitrage Instructions provide procedures for complying with § 148 of the Internal Revenue Code of 1986, as amended (the "Code"), in order to preserve the exclusion from federal gross income of the interest portions of the Rental Payments under the Lease.

1. Temporary Period/Yield Restriction. Except as described in this paragraph, money in the Acquisition Fund must not be invested at a yield greater than the yield on the Lease. Proceeds of the Lease in the Acquisition Fund and investment earnings on such proceeds may be invested without yield restriction for three years after the Start Date of the Lease. If any unspent proceeds remain in the Acquisition Fund after three years, such amounts may continue to be invested without yield restriction so long as Lessee pays to the IRS all yield reduction payments under § 1.148-5(c) of the Treasury Regulations.

2. Opinion of Bond Counsel. These Arbitrage Instructions may be modified or amended in whole or in part upon receipt of an opinion of nationally recognized counsel in the area of tax-exempt municipal obligations, satisfactory to Lessor, that such modifications and amendments will not adversely affect the exclusion of the interest portions of Rental Payments from gross income for federal income tax purposes.

EXHIBIT B

FORM OF PAYMENT REQUEST AND ACCEPTANCE CERTIFICATE

To: Clayton Holdings, LLC, as Lessor
8000 Forsyth Blvd., Suite 510
St. Louis, Missouri 63105

UMB Bank, N.A., as Escrow Agent
928 Grand Blvd., 12th Floor
Kansas City, MO 64106

Re: _____ Acquisition Fund established by the Escrow Agreement,
dated _____, 2018 (the "Escrow Agreement") among Clayton Holdings, LLC, as lessor
("Lessor"), _____ ("Lessee") and UMB Bank, N.A., as Escrow
Agent (the "Escrow Agent")

Ladies and Gentlemen:

The Escrow Agent is hereby requested to pay from the Acquisition Fund to the person or corporation designated below as Payee, the sum set forth below in payment of a portion or all of the cost of the acquisition of the equipment or the interest portions of Rental Payment(s) described below. The amount shown below is due and payable under the invoice of the Payee attached hereto with respect to the cost of the acquisition of the equipment or payment of the interest portions of Rental Payment(s) and has not formed the basis of any prior request for payment.

The equipment described below is part or all of the "Equipment" that is listed in State and Municipal Lease/Purchase Agreement dated as of the _____ day of _____, 2018 (the "Lease") described in the Escrow Agreement.

Equipment: _____

Payee: _____

Amount: \$ _____

Lessee hereby certifies and represents to and agrees with Lessor and the Escrow Agent as follows:

1. All of the above-listed Equipment has been delivered to and received by the undersigned; all installation or other work necessary prior to the use thereof has been completed; said Equipment has been examined and/or tested and is in good operating order and condition and is in all respects satisfactory to the undersigned and as represented, and said Equipment has been accepted by the undersigned and complies with all terms of the Lease. Consequently, you are hereby authorized to pay for the Equipment in accordance with the terms of any purchase orders for the same.

2. In the future, in the event the Equipment fails to perform as expected or represented we will continue to honor the Lease in all respects and continue to make our rental and other payments thereunder in the normal course of business and we will look solely to the vendor, distributor or manufacturer for recourse.

3. We acknowledge that Lessor is neither the vendor nor manufacturer or distributor of the Equipment and has no control, knowledge or familiarity with the condition, capacity, functioning or other characteristics of the Equipment.

4. No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as defined in the Lease) exists at the date hereof.

5. Lessee is currently maintaining the insurance coverage required by **Section 17** of the Lease

6. The serial number for each item of Equipment which is set forth on Schedule A to the Lease is correct.

APPROVED:

Dated: _____, 20__

Clayton Holdings, LLC
LESSOR

LESSEE

By: _____

By: _____

Title: Officer

Printed Name: _____

Title: _____

EXHIBIT C

FINAL ACCEPTANCE CERTIFICATE

[THIS CERTIFICATE IS TO BE EXECUTED ONLY WHEN ALL EQUIPMENT
HAS BEEN ACCEPTED]

The undersigned hereby certifies that the equipment described above, together with the equipment described in and accepted by Payment Request and Acceptance Certificates previously filed by Lessee with the Escrow Agent and Lessor pursuant to the Escrow Agreement, constitutes all of the Equipment subject to the Lease.

Dated: _____

LESSEE

By: _____

Printed Name: _____

Title: _____

8038-G QUESTIONNAIRE

Name of Lessee: «Lessee Name»
 Address of Lessee: «Lessee Address», «Lessee City», «Lessee State» «Lessee Zip»
 Contact Person: «Lessee Contact»
 Telephone Number: «Lessee Phone»
 Email Address: «Lessee Email»
 Lessee's FEIN: «Tax ID»

GENERAL

In September 2018, the Internal Revenue Service ("IRS") updated Form 8038-G (the form used by Lessees to report the issuance of a tax-exempt obligation). The revised Form 8038-G asks specific questions about written procedures to: (1) monitor private use of assets financed with proceeds of a tax-exempt obligation and, as necessary, to take remedial actions to correct any violations of federal tax restrictions on the use of financed assets; and (2) monitor the yield on the investment of gross proceeds of tax-exempt obligations and, as necessary, make payments of arbitrage rebate earned to the United States. In addition, the revised Form 8038-G asks Lessees to report whether any proceeds will be used to reimburse the Lessee for an expenditure paid prior to issuance. This questionnaire is designed to obtain the information necessary to complete Form 8038-G for the Lease. Lessee will be required to review and approve the information entered prior to signing the 8038-G form.

At this time, the consequences of not having adopted written procedures to monitor private use of financed assets and yield on the investment of gross proceeds of tax-exempt obligations are unknown. If you have further questions, please consult your regular bond or legal counsel.

Part 1 – Written Tax Compliance Procedures

Note: *If either of these questions is not answered, we will assume the Lessee has not adopted the described procedures.*

1. Has the Lessee established written procedures to monitor compliance with federal tax restrictions for the term of the lease? The written procedures should identify a particular individual within Lessee's organization to monitor compliance with the federal tax requirements related to use of the financed assets and describe actions to be taken in the event failure to comply with federal tax restrictions is contemplated or discovered. Yes ☐ No ☐
2. Has the Lessee established written procedures to monitor the yield on the investment of proceeds of the Lease on deposit in an escrow account or similar fund prior to being spent and to ensure that any positive arbitrage rebate earned is paid to the United States? Yes ☐ No ☐

Part 2 – Reimbursement of Prior Expenditures

1. As of the funding date, were any of the proceeds of the Lease used to reimburse Lessee for expenditures paid to acquire the financed assets prior to the funding date of the Lease?
Yes ☐ No ☐

If yes, please attach a spreadsheet listing the expenditure(s) together with the date paid, vendor paid and purpose of the expenditure or other proof of the expenditure(s) containing this information (i.e. invoices, receipts, cancelled checks).

Items 2 and 3 need to be completed ONLY if the answer to item 1 above is YES.

2. Please attach a copy of Lessee's resolution of intent to finance the financed assets, which includes date of adoption.
3. What is the amount of proceeds of the Lease reimbursed to Lessee? \$ _____

BY: _____

NAME: _____ «Signer»

TITLE: _____ «Signer Title»

DATE: _____

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
6 City, state, and ZIP code	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
				-					
or									
Employer identification number									
				-					

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Date ►

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

Department of the Treasury
Internal Revenue Service**Information Return for Tax-Exempt Governmental Bonds**

► Under Internal Revenue Code section 149(e)

► See separate instructions.

Caution: If the issue price is under \$100,000, use Form 8038-GC.

► Go to www.irs.gov/F8038G for instructions and the latest information.

OMB No. 1545-0047

Part I Reporting Authority		Check box if Amended Return ☐
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)	Room/suite	5 Report number (For IRS Use Only) 3
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		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
19a If bonds are TANs or RANs, check only box 19a ☐	
b If bonds are BANs, check only box 19b ☐	
20 If bonds are in the form of a lease or installment sale, check box ☐	

Part III Description of Bonds. 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 refund prior tax-exempt bonds. Complete Part V	27
28 Proceeds used to refund prior taxable bonds. Complete Part V	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 tax-exempt bonds to be refunded	years
32 Enter the remaining weighted average maturity of the taxable bonds to be refunded	years
33 Enter the last date on which the refunded tax-exempt 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. 10-2021)

Part VI Miscellaneous

- 35** Enter the amount of the state volume cap allocated to the issue under section 141(b)(5) **35**
- 36a** Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC). See instructions **36a**
- b** Enter the final maturity date of the GIC ► (MM/DD/YYYY) _____
- c** Enter the name of the GIC provider ► _____
- 37** Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units **37**
- 38a** If this issue is a loan made from the proceeds of another tax-exempt issue, check box ► ☐ and enter the following information:
- b** Enter the date of the master pool bond ► (MM/DD/YYYY) _____
- c** Enter the EIN of the issuer of the master pool bond ► _____
- d** Enter the name of the issuer of the master pool bond ► _____
- 39** If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box ► ☐
- 40** If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box ► ☐
- 41a** If the issuer has identified a hedge, check here ► ☐ and enter the following information:
- b** Name of hedge provider ► _____
- c** Type of hedge ► _____
- d** Term of hedge ► _____
- 42** If the issuer has superintegrated the hedge, check box ► ☐
- 43** 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 ► ☐
- 44** If the issuer has established written procedures to monitor the requirements of section 148, check box ► ☐
- 45a** If some portion of the proceeds was used to reimburse expenditures, check here ► ☐ and enter the amount of reimbursement ► _____
- b** Enter the date the official intent was adopted ► (MM/DD/YYYY) _____

Signature and Consent

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 _____

Paid Preparer Use Only

Print/Type preparer's name	Preparer's signature	Date	Check ☐ if self-employed	PTIN
Firm's name ►	Firm's EIN ►			
Firm's address ►	Phone no.			

City of Junction City

City Commission

Agenda Memo

Meeting Date: December 6, 2022

From: Lindsay Miller, Finance Director

To: City Commissioners and Allen Dinkel, City Manager

Subject: Resolution # 3024 Authorizing Lease Purchase Agreement

Objective: Approval of resolution # 3024 which authorizes the City of Junction City to enter into a state and municipal lease/purchase agreement with Clayton Holdings, LLC.

Explanation: The attached resolution declares authorized officials to sign on behalf of the City for the lease/purchase and any addenda, schedules, notes, UCC financing statements or other instruments for the financing of equipment.

Listed authorized officials for this lease/purchase are:

Allen Dinkel, City Manager

Lindsay Miller, Finance Director

Recommendation: City Staff recommends the approval of resolution # 3024.

Motion: I, _____, move to approve resolution # 3024 authorizing designated individuals to sign on behalf of the City for a lease/purchase agreement with Clayton Holdings, LLC not to exceed \$382,862. Seconded by _____.

Enclosure: Resolution # 3024

RESOLUTION NO. 3024

**RESOLUTION AUTHORIZING THE CITY OF JUNCTION CITY TO ENTER INTO A
STATE AND MUNICIPAL LEASE/PURCHASE AGREEMENT WITH CLAYTON
HOLDINGS, LLC**

WHEREAS, the City, as “Lessee” is entering into a State and Municipal Lease/Purchase Agreement (“Lease”) dated November 17, 2022 with Clayton Holdings, LLC; and

**NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY
OF JUNCTION CITY, KANSAS**, that the Lessee be, and hereby is, authorized to enter into the Lease with Clayton Holdings, LLC for the period of 60 months, and be it further

RESOLVED, that the following officials of the Lessee be, and hereby are, authorized, empowered, and directed to sign on its behalf the Lease and any addenda, schedules, notes, UCC financing statements or other instruments issued under the provision of the Lease and any other instrument or document which may be necessary or expedient in connection with agreement upon or fulfillment of the provisions of the Lease:

Allen Dinkel, City Manager
Lindsay Miller, Finance Director

This Resolution shall take effect and be in full force from and after its adoption by the Governing Body of the City.

ADOPTED by the Governing Body this December 6, 2022.

Jeff Underhill, Mayor

[SEAL]

ATTEST:

Tammy Melton, City Clerk

City of Junction City

City Commission

Agenda Memo

Meeting Date: December 6, 2022

From: Lindsay Miller, Finance Director

To: City Commissioners and Allen Dinkel, City Manager

Subject: Resolution # 3025 Declaring Intent to Purchase of Assets with a Lease-Purchase Agreement

Objective: Approval of resolution # 3025 which declares the city's intent to purchase assets with a lease purchase agreement not to exceed \$382,862.

Explanation: The attached resolution declares the City's intent to purchase the equipment with a lease purchase so staff may move forward with said purchase to comply with cash basis and other financial management statutes including declaring tax exemption status. These purchases have previously been approved by commission.

Budget Impact: The total cost of this equipment is estimated to be \$382,862. Payments for the lease purchase will begin in 2023 and are budgeted in 2023 and will be budgeted in subsequent years.

Recommendation: City Staff recommends the approval of resolution # 3025.

Motion: I, _____, move to approve resolution # 3025 for the lease purchase of an asset not to exceed \$382,862. Seconded by _____.

Enclosure: Resolution # 3025
Asset List

RESOLUTION NO. R- 3025

A RESOLUTION DECLARING THE CITY'S INTENT TO REIMBURSE CERTAIN COSTS OF ACQUIRING EQUIPMENT FROM PROCEEDS OF A LEASE PURCHASE AGREEMENT.

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

Section 1. The Governing Body of the City of Junction City, Kansas (the "City"), determines and declares the intent of the City to enter into a lease-purchase agreement (the "Agreement") for the purpose of financing the acquisition of certain equipment by Fire/EMS consisting of (1) Ambulance & (1) Fire Command Vehicle for an approximate cost not to exceed \$382,862 (the "Assets").

Section 2. The City Manager and the other officers and representatives of the City are authorized and directed to take such other action as may be necessary to carry out the intent of this Resolution.

Section 3. In order to comply with the requirements of Section 1.150-2 of the Regulations of the Internal Revenue Service concerning declarations of official intent to reimburse the City for previously paid expenditures from the proceeds of subsequently issued debt, the Governing Body of the City hereby indicates its intent to reimburse the City with the proceeds of bonds, notes or other obligations of the City, the interest on which is expected to be exempt from federal income taxation, for costs of the acquisition of the Equipment, in an amount not to exceed the cost reflected in Section 1 above, plus costs of financing.

Section 4. This Resolution shall be in full force and effect from and after its adoption.

Jeff Underhill, Mayor

[SEAL]

ATTEST:

Tammy Melton, City Clerk

City of Junction City

City Commission - Agenda Memo

Meeting Date: December 06, 2022

From: Lindsay Miller, Finance Director

To: City Commissioners and Allen Dinkel, City Manager

Subject: **2023 Sewer Rate Increases**

Objective: Approval of 2023 sewer rate increases.

Explanation of Issue:

The City just completed an updated Water and Sewer Business Plan to raise the funds needed for the capital improvements that would be financed with Kansas Water Revolving Loan Funds. This revised plan as presented tonight calls for an 11.5% rate increase in 2023. This rate imperative for us to ensure adequate funding for our capital projects and debt service payments. Given this, we recommend we stick with plan prepared for us by Raftelis and increase the rates and base fee by 11.5%. We feel that we need to stay at the recommended rate to start to build funds for the future debt service payments. If the project costs less to build, we can review this in the future. However, we feel it is important to start to build cash funds for this and future needs.

Even though our consultant recommends a 3% increase in water rates, we feel that can delay this increase, as we have adequate reserve funds at this time in the water fund. Raftelis staff is in agreement with this recommendation.

The following are the rate increases that are reflected in the Ordinance G-3026:

		2022	2023
		<u>Monthly Min.</u>	<u>Monthly Min.</u>
Section 1C	Minimum Charge	\$33.76	\$37.64
	Volumetric Rate	\$.42 / 100 gal	\$.47 / 100 gal
Section 1D	BOD5	\$.16/pd.	\$.18/pd.
	TSS	\$.19/pd	\$.22/pd.
Section 1E	BOD5	\$.104/pd.	\$.116/pd.
	TSS	\$.124/pd.	\$.130/pd.

This will result in an approximate increase of \$6.00/monthly for the average household. Attached is a copy of the rate analysis table for your review.

Staff Recommendation: Staff recommend the approval of the 2023 sewer rates as presented.

Motion: I, _____, move to (accept, modify, or deny) Ordinance G-1296 as presented.
Seconded by _____.

Attachment: Ordinance G-1296
Sewer Rate Design Table

ORDINANCE NO. G-1296

AN ORDINANCE RELATING TO SEWERS BY AMENDING SECTION 705.230, ENTITLED "ACTUAL USE RATE STRUCTURE" OF ARTICLE II, ENTITLED "USER CHARGE SYSTEM" OF CHAPTER 705, ENTITLED "SEWERS" OF TITLE VII, ENTITLED "UTILITIES" OF THE CODE OF ORDINANCES OF THE CITY OF JUNCTION CITY, KANSAS.

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

SECTION 1. Section 705.230 to Article II of Chapter 705 of Title VII the Code of Ordinances of the City of Junction City, Kansas is amended by deleting the existing Section 705.230 and substituting therefore the following new Section 705.230 to read as follows.

SECTION 705.230 ACTUAL USE RATE STRUCTURE

- A. Each user shall pay for the services provided by the City based on his/her use of the treatment works as determined by water meter(s) acceptable to the City.
- B. Residential customer's monthly user charges will be based on the average monthly water usage during the months of January, February, and March, recalculated annually. If a residential customer has not established a January, February, and March average, his/her monthly user charge shall be the median charge of all other residential customers.

Commercial and industrial customer's monthly user charges will be based on the actual monthly water use. However, if a commercial or industrial customer has a consumptive use of water or in some other manner uses water which is not returned to the wastewater collection system, the user charge may be determined by the installation of wastewater flow meter, the installation of a separate landscaping yard water meter, or make application for maintaining a winter average based on criteria formulated by the City and said application approved by the Public Works Director or his/her designee. All wastewater flow meters, and yard meters shall be installed and maintained at the expense of the property owner.

- C. The minimum charge per month shall be Thirty-Seven Dollars and Sixty-Four Cents (\$37.64) for the base fee with no water consumption. In addition, each contributor shall pay a user charge rate of Forty-Seven cents (\$.47) per one hundred (100) gallons of water for all usage as determined in Subsection (B) of this Section.
- D. For those contributors who contribute wastewater, the strength of which is greater than normal domestic sewage, a surcharge in addition to the normal user

charge will be collected. The surcharge for operation and maintenance including replacement is:

1. Eighteen cents (\$.18) per pound of BOD5;
 2. Twenty-Two cents (\$.22) per pound of TSS.
- E. For those large contributors who exceed normal domestic wastewater loads as defined in Section 705.220 and use over five hundred thousand (500,000) gallons of water per day discharged into the sewer system, the following surcharge shall apply: Domestic wastewater loads shall be measured at a frequency set at the discretion of the City.
1. Eleven and six/tenths cents (\$.116) per pound of BOD5;
 2. Thirteen cents (\$.130) per pound of TSS.
- F. Any user who discharges any toxic pollutants which cause an increase in the cost of managing the effluent or the sludge from the City's treatment works, or any user which discharges any substance which singly or by interaction with other substances causes identifiable increases in the cost of operation, maintenance, or replacement of the treatment works, shall pay for such increased costs. The charge to each user shall be as determined by the responsible plant operating personnel.
- G. The user charge rates established in this Article apply to all users of the City's treatment works, regardless of their location.

SECTION 2. All ordinances and parts thereof that are inconsistent with any provisions of the Ordinance are hereby repealed.

SECTION 3. This Ordinance shall be effective January 1, 2023, provided it is passed, and a summary is published in the official City newspaper prior to that date.

Passed by the Governing Body of the City of Junction City on December 6, 2022 and signed by the Mayor.

Jeff Underhill, Mayor

ATTEST:

Tammy Melton, City Clerk

Proposed Water and Sewer Rates

Rate	Per	FY 22	FY 23	FY 24	FY 25	FY 26	FY 27
Water			3.00%	3.00%	3.00%	3.00%	3.00%
1" and Below	Month	\$18.81	\$19.37	\$19.96	\$20.55	\$21.17	\$21.81
1 1/2"	Month	146.30	150.69	155.21	159.87	164.66	169.60
2"	Month	297.83	306.76	315.97	325.45	335.21	345.27
3"	Month	444.13	457.45	471.18	485.31	499.87	514.87
4"	Month	583.20	600.70	618.72	637.28	656.40	676.09
6" and Greater	Month	731.50	753.45	776.05	799.33	823.31	848.01
Tier 1 (0 - 10,000 gal)	100 gal	0.44	0.45	0.47	0.48	0.50	0.51
Tier 2 (Above 10,000 gal)	100 gal	0.50	0.52	0.53	0.55	0.56	0.58
Sewer			11.50%	11.50%	11.50%	11.50%	11.50%
All Customers	Month	\$33.76	\$37.64	\$41.97	\$46.80	\$52.18	\$58.18
All Usage	100 gal	0.42	0.47	0.52	0.58	0.65	0.72
BOD Surcharge	per lb.	0.104	0.116	0.129	0.144	0.161	0.179
TSS Surcharge	per lb.	0.117	0.130	0.145	0.162	0.181	0.202

City of Junction City

City Commission

Agenda Memo

12-06-2022

From: John Lamb, Chief of Police
To: Allen Dinkel, City Manager
Subject: **Interdiction MOU with Osage County Sheriff's Office**

Objective: The Police Department (JCPD) seeks permission to enter into an agreement with Osage County Sheriff's Office (OSCOSO).

Explanation of Issue: The JCPD requests permission to enter into an agreement with OSCOSO regarding interdiction investigations and enforcement. JCPD is committed to working with law enforcement entities within our state to provide the best professional service towards combating the transport and distribution of illegal narcotics plaguing our communities. This MOU will allow personnel to conduct joint interdiction efforts in our community therefor being a force multiplier towards JCPD's efforts to reduce illegal narcotic activities. In return it will allow our personnel to operate and assist in Osage County in their jurisdiction. This is just another prime example how JCPD is committed to working with our law enforcement partners who recognize that together we can accomplish much more.

Budget Impact:	None
Special Considerations:	There are no special considerations.
Alternatives:	The Commission may approve, deny or postpone this permission.
Recommendation:	Staff recommends allowing JCPD to enter into the MOU with OCSOSO
Enclosures:	MOU Draft

Memorandum of Understanding
Asset Sharing
Criminal Interdiction Jurisdiction

The Junction City Police Department ("JCPD") and the Osage County Sheriff's Office (OSCOSO) enter into this agreement ("MOU") for the purpose of allowing each agency to utilize their jurisdictions for criminal interdiction efforts.

For the purposes of this MOU, the jurisdictions of OSCOSO and JCPD are the geographical boundaries of Osage County and the City of Junction City as described and maintained by the Osage County and Geary County Geographical Information Service (GIS)

JCPD and OSCOSO come to an agreement as it relates to sharing of assets. The sharing of assets will be 50% to each participating agency after all fees and expenses are satisfied to include asset sharing agreements with other agencies (reference MOU with Grandview Plaza Police Department (GVPD)). JCPD and GVPD come to an agreement as it relates to sharing of assets. If a traffic violation or other reasonable suspicion for a traffic stop is observed in the GVPD ~~jurisdiction~~jurisdiction, then the investigating agency will share 25% of seized assets with the GVPD before splitting the proceeds with OSCOSO.

This agreement only applies to State Asset Forfeiture investigations. Any assets or other seizures which are affected by federal laws, federal agencies, or federal guidelines shall not be governed or controlled by this MOU.

The appropriate Agency will be responsible for the supervision of its appointed member or members.

The Osage County Sheriff's Office and the Junction City Police Department or their designees will facilitate the petition for forfeiture of assets seized during an interdiction investigation respective of which jurisdiction the investigation is initiated.

Memorandum of Understanding
Asset Sharing
Criminal Interdiction Jurisdiction

This memorandum may be amended with the consent of the Agencies involved.

This memorandum will renew every year on the first day and either Agency may withdraw at any time with written notification provided.

Chief of Police Junction City Police Department

John Lamb,
Chief of Police

Sheriff of Osage County

Chris Wells,
Sheriff

City of Junction City

City Commission

Agenda Memo

12-06-2022

From: John Lamb, Chief of Police
To: Allen Dinkel, City Manager
Subject: Contract with Flock Safety

Objective: The Police Department (JCPD) seeks permission to sign contract with Flock Safety

Explanation of Issue: The leadership of JCPD is committed to researching value added innovative ideas that will aid us in our ever-continuous goal of providing the most professional law enforcement service possible. With this we have identified the use of Flock Safety License Plate Reader (LPR) as a system that will move us closer to that goal with real time LPR alerts and crime prevention analysis.

Budget Impact: None for FY 2023

Special Considerations: There are no special considerations.

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

Recommendation: Staff recommends allowing JCPD to enter into the contract with Flock Safety

Enclosures: Flock Safety Contract

FLOCK GROUP INC.
SERVICES AGREEMENT
ORDER FORM

This Order Form together with the Terms (as defined herein) describe the relationship between Flock Group Inc. (“**Flock**”) and the customer identified below (“**Agency**”) (each of Flock and Customer, a “**Party**”). This order form (“**Order Form**”) hereby incorporates and includes the “GOVERNMENT AGENCY AGREEMENT” attached (the “**Terms**”) which describe and set forth the general legal terms governing the relationship (collectively, the “**Agreement**”). The Terms contain, among other things, warranty disclaimers, liability limitations and use limitations.

The Agreement will become effective when this Order Form is executed by both Parties (the “**Effective Date**”).

Agency: KS - Junction City PD Legal Entity Name: City of Junction City, Kansas \ Junction City Police Department	Contact Name: Cadin Sanner
Address: 210 E 9th St Junction City, Kansas 66441	Phone: (785) 762-5912 E-Mail: cadin.sanner@jcks.com
Expected Payment Method:	Billing Contact: (if different than above)

Initial Term: 12 months Renewal Term: 12 months	Billing Term: Annual payment due Net 30 per terms and conditions
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Professional Services and One-Time Purchases

Name	Price/Usage Fee	QTY	Subtotal
Professional Services - Standard Implementation Fee	\$350.00	11.00	\$3,850.00

Hardware and Software Products

Annual recurring amounts over subscription term

Name	Price/Usage Fee	QTY	Subtotal
Falcon	\$2,500.00	11.00	\$27,500.00
Flock Safety Advanced Search	\$2,500.00	1.00	\$2,500.00

Subtotal Year 1:	\$33,850.00
Subscription Term:	12 Months
Annual Recurring Total:	\$30,000.00
Estimated Sales Tax:	\$0.00
Total Contract Amount:	\$33,850.00

I have reviewed and agree to the Customer Implementation Guide on Schedule B at the end of this agreement.

By executing this Order Form, Agency represents and warrants that it has read and agrees all of the terms and conditions contained in the Terms attached. The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.

Agency: KS - Junction City PD

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

flock safety

GOVERNMENT AGENCY AGREEMENT

This Government Agency Agreement (this “**Agreement**”) is entered into by and between Flock Group, Inc. with a place of business at 1170 Howell Mill Rd NW Suite 210, Atlanta, GA 30318 (“**Flock**”) and the police department or government agency identified in the signature block of the Order Form (“**Agency**” or “**City**”) (each a “**Party**,” and together, the “**Parties**”).

RECITALS

WHEREAS, Flock offers a software and hardware situational awareness solution for automatic license plates, video and audio detection through Flock’s technology platform (the “**Flock Service**”), and upon detection, the Flock Services are capable of capturing audio, video, image, and recording data and can provide notifications to Agency upon the instructions of Non-Agency End User (as defined below) (“**Notifications**”);

WHEREAS, Agency desires access to the Flock Service on existing cameras, provided by Agency, or Flock provided Flock Hardware (as defined below) in order to create, view, search, and archive Footage and receive Notifications, including those from Non-Agency End Users of the Flock Service (where there is an investigative or bona fide lawful purpose) such as schools, neighborhood homeowners associations, businesses, and individual users;

WHEREAS, Flock deletes all Footage on a rolling thirty (30) day basis, excluding Wing Replay which is deleted after seven (7) days. Agency is responsible for extracting, downloading, and archiving Footage from the Flock System on its own storage devices for auditing for prosecutorial/administrative purposes; and

WHEREAS, Flock desires to provide Agency the Flock Service and any access thereto, subject to the terms and conditions of this Agreement, solely for the awareness, prevention, and prosecution of crime, bona fide investigations by police departments, and archiving for evidence gathering (“**Permitted Purpose**”).

AGREEMENT

NOW, THEREFORE, Flock and Agency agree that this Agreement, and any addenda attached hereto or referenced herein, constitute the complete and exclusive statement of the Agreement of the Parties with respect to the subject matter of this Agreement, and replace and supersede all prior agreements, term sheets, purchase orders, correspondence, oral or written communications and negotiations by and between the Parties.

1. DEFINITIONS

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

1.1 “**Advanced Search**” means the provision of Services, via the web interface using Flock’s software applications, which utilize advanced evidence delivery capabilities including convoy analysis, multi-geo search, visual search, cradlepoint integration for automatic vehicle location, and common plate analysis.

1.2 “**Agency Data**” means the data, media and content provided by Agency through the Services. For the avoidance of doubt, the Agency Data will include the Footage.

1.3 “**Agency Generated Data**” means the messages, text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, other information or materials posted, uploaded, displayed, published, distributed, transmitted, broadcasted, or otherwise made available on or submitted through the Wing Suite.

1.4. “**Agency Hardware**” means the third-party camera owned or provided by Agency and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services.

1.5. “**Aggregated Data**” means information that relates to a group or category of individuals, from which any potential individuals’ personal identifying information has been permanently “anonymized” by commercially available standards to irreversibly alter data in such a way that a data subject (i.e., individual person or impersonal entity) can no longer be identified directly or indirectly.

1.6 “**Authorized End User(s)**” means any individual employees, agents, or contractors of Agency accessing or using the Services through the Web Interface, under the rights granted to Agency pursuant to this Agreement.

1.7 “**Deployment Plan**” means the strategic geographic mapping of the location(s) and implementation of Flock Hardware, and/or other relevant Services required under this Agreement.

1.8 “**Documentation**” means text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Services which are provided by Flock to Agency in accordance with the terms of this Agreement.

1.9 “**Embedded Software**” means the software and/or firmware embedded or preinstalled on the Flock Hardware or Agency Hardware.

1.10 “**Falcon Flex**” means an infrastructure-free, location-flexible license plate reader camera that enables the Agency to self-install.

1.11 “**Flock Hardware**” means the Flock cameras or device, pole, clamps, solar panel, installation components, and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Flock Services.

1.12 “**Flock IP**” means the Services, the Documentation, the Embedded Software, the Installation Services, and any and all intellectual property therein or otherwise provided to Agency and/or its Authorized End Users in connection with the foregoing.

1.13 “**Flock Safety Falcon™**” means an infrastructure-free license plate reader camera that utilizes Vehicle Fingerprint™ technology to capture vehicular attributes.

1.14 “**Flock Safety Raven™**” means an audio detection device that provides real-time alerting to law enforcement based on programmed audio events such as gunshots, breaking glass, and street racing.

1.15 “**Flock Safety Sparrow™**” means an infrastructure-free license plate reader camera for residential roadways that utilizes Vehicle Fingerprint™ technology to capture vehicular attributes.

1.17 “**Footage**” means still images, video, audio and other data captured by the Flock Hardware or Agency Hardware in the course of and provided via the Services.

1.18 “**Hotlist(s)**” means a digital file containing alphanumeric license plate related information pertaining to vehicles of interest, which may include stolen vehicles, stolen vehicle license plates, vehicles owned or associated with wanted or missing person(s), vehicles suspected of being involved with criminal or terrorist activities, and other legitimate law enforcement purposes. Hotlist also includes, but is not limited to, national data (i.e. NCIC) for similar categories, license plates associated with AMBER Alerts or Missing Persons/Vulnerable Adult Alerts, and includes manually entered license plate information associated with crimes that have occurred in any local jurisdiction.

1.19 “**Implementation Fee(s)**” means the monetary fees associated with the Installation Services, as defined below.

1.20 “**Installation Services**” means the services provided by Flock for installation of Agency Hardware and/or Flock Hardware, including any applicable installation of Embedded Software on Agency Hardware.

1.21 “**Non-Agency End User(s)**” means any individual, entity, or derivative therefrom, authorized to use the Services through the Web Interface, under the rights granted to pursuant to the terms (or to those materially similar) of this Agreement.

1.22 “**Services**” or “**Flock Services**” means the provision, via the Web Interface, of Flock’s software applications for automatic license plate detection, alerts, audio detection, searching image records, video and sharing Footage.

1.23 “**Support Services**” means Monitoring Services, as defined in Section 2.10 below.

1.24 “**Usage Fee**” means the subscription fees to be paid by the Agency for ongoing access to Services.

1.25 “**Web Interface**” means the website(s) or application(s) through which Agency and its Authorized End Users can access the Services, in accordance with the terms of this Agreement.

1.26 “**Wing Suite**” means the Flock interface which provides real-time access to the Flock Services, location of Flock Hardware, Agency Hardware, third-party cameras, live-stream video, Wing Livestream, Wing LPR, Wing Replay, alerts and other integrations.

1.27 “**Wing Livestream**” means real-time video integration with third-party cameras via the Flock interface.

1.28 “**Wing LPR**” means software integration with third-party cameras utilizing Flock’s Vehicle Fingerprint Technology™ for license plate capture.

1.29 “**Wing Replay**” means enhanced situational awareness encompassing Footage retention, replay ability, and downloadable content from Hot Lists integrated from third-party cameras.

1.30 “**Vehicle Fingerprint™**” means the unique vehicular attributes captured through Services such as: type, make, color, state registration, missing/covered plates, bumper stickers, decals, roof racks, and bike racks.

2. SERVICES AND SUPPORT

2.1 Provision of Access. Subject to the terms of this Agreement, Flock hereby grants to Agency a non-exclusive, non-transferable right to access the features and functions of the Services via the Web Interface during the Term, solely for the Authorized End Users. The Footage will be available for Agency’s designated administrator, listed on the Order Form, and any Authorized End Users to access and download via the Web Interface for thirty (30) days. Authorized End Users will be required to sign up for an account and select a password and username (“**User ID**”). Flock will also provide Agency with the Documentation to be used in accessing and using the Services. Agency shall be responsible for all acts and omissions of Authorized End Users, and any act or omission by an Authorized End User which, if undertaken by Agency, would constitute a breach of this Agreement, shall be deemed a breach of this Agreement by Agency. Agency shall undertake reasonable efforts to make all Authorized End Users aware of the provisions of this Agreement as applicable to such Authorized End User’s use of the Services and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Services, (such as using a third party to host the Web Interface for cloud storage or a cell phone provider for wireless cellular coverage) which makes the Services available to Agency and Authorized End Users. Warranties provided by said third party service providers are the agency’s sole and exclusive remedy and Flock’s sole and exclusive liability with regard to such third-party services, including without limitation hosting the Web Interface. Agency agrees to comply with any acceptable use policies and other terms of any third-party service provider that are provided or otherwise made available to Agency from time to time.

2.2 Embedded Software License. Subject to all terms of this Agreement, Flock grants Agency a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as installed on the Flock Hardware or Agency Hardware; in each case, solely as necessary for Agency to use the Services.

2.3 Documentation License. Subject to the terms of this Agreement, Flock hereby grants to Agency a non-exclusive, non-transferable right and license to use the Documentation during the Term in connection with its use of the Services as contemplated herein, and under Section 2.5 below.

2.4 Wing Suite License. Subject to all terms of this Agreement, Flock grants Agency a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Wing Suite software and interface.

2.5 Usage Restrictions.

2.5.1 Flock IP. The permitted purpose for usage of the Flock Hardware, Agency Hardware, Documentation, Services, support, and Flock IP are solely to facilitate gathering evidence that could be used in a lawful criminal investigation by the appropriate government agency (“**Permitted Purpose**”). Agency will not, and will not permit any Authorized End Users to, (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer, or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP; (iii) attempt to modify, alter, tamper with or repair any of the Flock IP, or attempt to create any derivative product from any of the foregoing; (iv) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within any of the Services or Flock IP; (vi) use the Services, support, Flock Hardware, Documentation, or the Flock IP for anything other than the Permitted Purpose; or (vii) assign, sublicense, sell, resell, lease, rent, or otherwise transfer, convey, pledge as security, or otherwise encumber, Agency’s rights under Sections 2.1, 2.2, 2.3, or 2.4.

2.5.2. Flock Hardware. Agency understands that all Flock Hardware is owned exclusively by Flock, and that title to any Flock Hardware does not pass to Agency upon execution of this Agreement. Except for Falcon Flex products, which are designed for self-installation, Agency is not permitted to remove, reposition, re-install, tamper with, alter, adjust or otherwise take possession or control of Flock Hardware. Notwithstanding the notice and cure period set for in Section 6.3, Agency agrees and understands that in the event Agency is found to engage in any of the restricted actions of this Section 2.5.2, all warranties herein shall be null and void, and this Agreement shall be subject to immediate termination (without opportunity to cure) for material breach by Agency.

2.6 Retained Rights; Ownership. As between the Parties, subject to the rights granted in this Agreement, Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Agency acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Agency further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock’s sole discretion. There are no implied rights.

2.7 Suspension.

2.7.1 Service Suspension. Notwithstanding anything to the contrary in this Agreement, Flock may temporarily suspend Agency’s and any Authorized End User’s access to any portion or all of the Flock IP or Flock Service if Flock reasonably determines that (a) there is a threat or attack on any of the Flock IP by Agency; (b) Agency’s or any Authorized End User’s use of the Flock IP disrupts or poses a security risk to the Flock IP or any other customer or vendor of Flock; (c) Agency or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Agency has violated any term of this provision, including, but not limited to, utilizing the Services for

anything other than the Permitted Purpose; or (e) any unauthorized access to Flock Services through Agency's account ("**Service Suspension**"). Agency shall not be entitled to any remedy for the Service Suspension period, including any reimbursement, tolling, or credit.

2.7.2 Service Interruption. Services may be interrupted in the event that: (a) Flock's provision of the Services to Agency or any Authorized End User is prohibited by applicable law; (b) any third-party services required for Services are interrupted; (c) if Flock reasonably believe Services are being used for malicious, unlawful, or otherwise unauthorized use; (d) there is a threat or attack on any of the Flock IP by a third party; or (e) scheduled or emergency maintenance ("**Service Interruption**"). Flock will make commercially reasonable efforts to provide written notice of any Service Interruption to Agency and to provide updates regarding resumption of access to Flock Services. Flock will use commercially reasonable efforts to resume providing access to the Services as soon as reasonably possible after the event giving rise to the Service Interruption is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Agency or any Authorized End User may incur as a result of a Service Interruption. To the extent that the Service Interruption is not caused by Agency's direct actions or by the actions of parties associated with the Agency, the expiration of the Term will be tolled by the duration of the Service Interruption (for any continuous suspension lasting at least one full day) prorated for the proportion of cameras on the Agency's account that have been impacted. For example, in the event of a Service Interruption lasting five (5) continuous days, Agency will receive a credit for five (5) free days at the end of the Term.

2.8 Installation Services.

2.8.1 Designated Locations. For installation of Flock Hardware, excluding Falcon Flex products, prior to performing the physical installation of the Flock Hardware, Flock shall advise Agency on the location and positioning of the Flock Hardware for optimal license plate image capture, as conditions and location allow. Flock may consider input from Agency regarding location, position and angle of the Flock Hardware ("**Designated Location**") and collaborate with Agency to design the Deployment Plan confirming the Designated Locations. Flock shall have final discretion on location of Flock Hardware. Flock shall have no liability to Agency resulting from any poor performance, functionality or Footage resulting from or otherwise relating to the Designated Locations or delay in installation due to Agency's delay in confirming Designated Locations, in ordering and/or having the Designated Location ready for installation including having all electrical work preinstalled and permits ready, if necessary. After installation, any subsequent changes to the Deployment Plan ("**Reinstalls**") will incur a charge for Flock's then-current list price for Reinstalls, as listed in the then-current Reinstall policy (available at <https://www.flocksafety.com/reinstall-fee-schedule>) and any equipment fees. For clarity, Agency will receive prior notice and provide approval for any such fees. These changes include but are not limited to re-positioning, adjusting of the mounting, re-angling, removing foliage, replacement, changes to heights of poles, regardless of whether the need for Reinstalls related to vandalism, weather, theft, lack of criminal activity in view, and the like. Flock shall have full discretion on decision to reinstall Flock Hardware.

2.8.2 Agency Installation Obligations. Agency agrees to allow Flock and its agents reasonable access in and near the Designated Locations at all reasonable times upon reasonable notice for the purpose of performing the installation work. Although Flock Hardware is designed to utilize solar power, certain Designated Locations may require a reliable source of 120V or 240V AC power. In the event adequate solar power is not available, Agency is solely responsible for costs associated with providing a reliable source of 120V or 240V AC power to Flock Hardware. Flock will provide solar options to supply power at each Designated Location. If Agency refuses recommended solar options, Agency waives any reimbursement, tolling, or credit for any suspension period of Flock Services due to low solar power. Additionally, Agency is solely responsible for (i) any permits or associated costs, and managing the permitting process of installation of cameras or AC power; (ii) any federal, state, or local taxes including property, license, privilege, sales, use, excise, gross receipts, or other similar taxes which may now or hereafter become applicable to, measured by or imposed upon or with respect to the installation of the Flock Hardware, its use (excluding tax exempt entities), or (iii) any other supplementary cost for services performed in connection with installation of the Flock Hardware, including but not limited to contractor licensing, engineered drawings, rental of specialized equipment, or vehicles, third-party personnel (i.e. Traffic Control Officers, Electricians, State DOT-approved poles, etc., if necessary), such costs to be approved by the Agency (“**Agency Installation Obligations**”). In the event that a Designated Location for Flock Hardware requires permits, Flock may provide the Agency with a temporary alternate location for installation pending the permitting process. Once the required permits are obtained, Flock will relocate the Flock Hardware from the temporary alternate location to the permitted location at no additional cost. Without being obligated or taking any responsibility for the foregoing, Flock may pay and invoice related costs to Agency if Agency did not address them prior to the execution of this Agreement or a third party requires Flock to pay. Agency represents and warrants that it has, or shall lawfully obtain, all necessary right title and authority and hereby authorizes Flock to install the Flock Hardware at the Designated Locations and to make any necessary inspections or tests in connection with such installation.

2.8.3 Flock’s Obligations. Installation of Flock Hardware shall be installed in a workmanlike manner in accordance with Flock’s standard installation procedures, and the installation will be completed within a reasonable time from the time that the Designated Locations are confirmed. Upon removal of Flock Hardware, Flock shall restore the location to its original condition, ordinary wear and tear excepted. Following the initial installation of the Flock Hardware and any subsequent Reinstalls or maintenance operations, Flock’s obligation to perform installation work shall cease; however, for the sole purpose of validating installation, Flock will continue to monitor the performance of Flock Hardware for the length of the Term and will receive access to the Footage for a period of seven (7) business days after the initial installation for quality control and provide any necessary maintenance. Labor may be provided by Flock or a third-party. Flock is not obligated to install, reinstall, or provide physical maintenance to Agency Hardware. Notwithstanding anything to the contrary, Agency understands that Flock will not provide installation services for Falcon Flex products.

2.8.4 Ownership of Hardware. Flock Hardware shall remain the personal property of Flock and will be removed upon the natural expiration of this Agreement at no additional cost to Agency. Agency shall not perform any acts which would interfere with the retention of title of the Flock Hardware by Flock. Should Agency default on any

Page 135 of 202

payment of the Flock Services, Flock may remove Flock Hardware at Flock's discretion. Such removal, if made by Flock, shall not be deemed a waiver of Flock's rights to any damages Flock may sustain as a result of Agency's default and Flock shall have the right to enforce any other legal remedy or right.

2.9 Hazardous Conditions. Unless otherwise stated in the Agreement, Flock's price for its services under this Agreement does not contemplate work in any areas that contain hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, toxic or flammable substances. In the event any such hazardous materials are discovered in the designated locations in which Flock is to perform services under this Agreement, Flock shall have the right to cease work immediately in the area affected until such materials are removed or rendered harmless.

2.10 Support Services. Subject to the payment of fees, Flock shall monitor the performance and functionality of Flock Services and may, from time to time, advise Agency on changes to the Flock Services, Installation Services, or the Designated Locations which may improve the performance or functionality of the Services or may improve the quality of the Footage. The work, its timing, and the fees payable relating to such work shall be agreed by the Parties prior to any alterations to or changes of the Services or the Designated Locations ("**Monitoring Services**"). Flock will use commercially reasonable efforts to respond to requests for support. Flock will provide Agency with reasonable technical and on-site support and maintenance services ("**On-Site Services**") in-person or by email at support@flocksafety.com, at no additional cost. Notwithstanding anything to the contrary, Agency is solely responsible for installation of Falcon Flex products. Agency further understands and agrees that Flock will not provide monitoring services or on-site services for Falcon Flex.

2.11 Special Terms. From time to time, Flock may offer certain special terms related to guarantees, service and support which are indicated in the proposal and on the Order Form and will become part of this Agreement, upon Agency's prior written consent ("**Special Terms**"). To the extent that any terms of this Agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control.

2.12 Upgrades to Platform. Flock may, in its sole discretion, make any upgrades to system or platform that it deems necessary or useful to (i) maintain or enhance (a) the quality or delivery of Flock's products or services to its agencies, (b) the competitive strength of, or market for, Flock's products or services, (c) such platform or system's cost efficiency or performance, or (ii) to comply with applicable law. Parties understand that such upgrades are necessary from time to time and will not materially change any terms or conditions within this Agreement.

3. RESTRICTIONS AND RESPONSIBILITIES

3.1 Agency Obligations. Flock will assist Agency Authorized End Users in the creation of a User ID. Agency agrees to provide Flock with accurate, complete, and updated registration information. Agency may not select as its User ID a name that Agency does not have the right to use, or another person's name with the intent to impersonate that person. Agency may not transfer its account to anyone else without prior written permission of Flock. Agency

will not share its account or password with anyone and must protect the security of its account and password. Unless otherwise stated and defined in this Agreement, Agency may not designate Authorized End Users for persons who are not officers, employees, or agents of Agency. Authorized End Users shall only use Agency-issued email addresses for the creation of their User ID. Agency is responsible for any activity associated with its account. Agency shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services. Agency will, at its own expense, provide assistance to Flock, including, but not limited to, by means of access to, and use of, Agency facilities, as well as by means of assistance from Agency personnel to the limited extent any of the foregoing may be reasonably necessary to enable Flock to perform its obligations hereunder, including, without limitation, any obligations with respect to Support Services or any Installation Services.

3.2 Agency Representations and Warranties. Agency represents, covenants, and warrants that Agency will use the Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of video, photo, or audio content. Although Flock has no obligation to monitor Agency's use of the Services, Flock may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.

4. CONFIDENTIALITY; AGENCY DATA

4.1 Confidentiality. To the extent allowable by applicable FOIA and state-specific Public Records Acts, each Party (the "**Receiving Party**") understands that the other Party (the "**Disclosing Party**") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "**Proprietary Information**" of the Disclosing Party). Proprietary Information of Flock includes non-public information regarding features, functionality, and performance of the Services. Proprietary Information of Agency includes non-public data provided by Agency to Flock or collected by Flock via the Flock Hardware or Agency Hardware, to enable the provision of the Services, which includes but is not limited to geolocation information and environmental data collected by sensors. The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the Party takes with its own proprietary information, but in no event will a Party apply less than reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. Flock's use of the Proprietary Information may include processing the Proprietary Information to send Agency alerts, or to analyze the data collected to identify motion or other events. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party

Party reasonable prior notice of such disclosure to contest such order. For clarity, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to: (a) comply with a legal process or request; (b) enforce this Agreement, including investigation of any potential violation thereof; (c) detect, prevent or otherwise address security, fraud or technical issues; or (d) protect the rights, property or safety of Flock, its users, a third party, or the public as required or permitted by law, including respond to an emergency situation. Flock may store deleted Footage in order to comply with certain legal obligations, but such retained Footage will not be retrievable without a valid court order.

4.2 Agency Data. As between Flock and Agency, all right, title and interest in the Agency Data, belong to and are retained solely by Agency. Agency hereby grants to Flock a limited, non-exclusive, royalty-free, worldwide license to (i) use the Agency Data and perform all acts with respect to the Agency Data as may be necessary for Flock to provide the Flock Services to Agency, including without limitation the Support Services set forth in Section 2.10 above, and a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid license to use, reproduce, modify, display, and distribute the Agency Data as a part of the Aggregated Data, (ii) disclose the Agency Data (both inclusive of any Footage) to enable law enforcement monitoring for elected law enforcement Hotlists as well as provide Footage search access to law enforcement for investigative purposes only, and (iii) and obtain Aggregated Data as set forth below in Section 4.5. As between Agency and Non-Agency End Users that have prescribed access of Footage to Agency, each of Agency and Non-Agency End Users will share all right, title and interest in the Non-Agency End User Data. This Agreement does not by itself make any Non-Agency End User Data the sole property or the Proprietary Information of Agency. Flock will automatically delete Footage older than thirty (30) days. Agency has a thirty (30) day window to view, save and/or transmit Footage to the relevant government agency prior to its deletion. Notwithstanding the foregoing, Flock automatically deletes Wing Replay after seven (7) days, during which time Agency may view, save and/or transmit such data to the relevant government agency prior to deletion. Flock does not own and shall not sell Agency Data.

4.3 Agency Generated Data in Wing Suite. Parties understand that Flock does not own any right, title, or interest to third-party video integrated into the Wing Suite. Flock may provide Agency with the opportunity to post, upload, display, publish, distribute, transmit, broadcast, or otherwise make available on or submit through the Wing Suite, messages, text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, or other information or materials produced by Agency. Agency shall retain whatever legally cognizable right, title, and interest that Agency has in Agency Generated Data. Agency understands and acknowledges that Flock has no obligation to monitor or enforce Agency's intellectual property rights to Agency Generated Data. To the extent legally permissible, Agency grants Flock a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid license to use, reproduce, modify, display, and distribute the Agency Generated Data for the sole purpose of providing Flock Services. Flock does not own and shall not sell Agency Generated Data.

4.4 Feedback. If Agency provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Agency hereby assigns (and will cause its agents and representatives to assign) to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

4.5 Aggregated Data. Flock shall have the right to collect, analyze, and anonymize Agency Data and Agency Generated Data to create Aggregated Data to use and perform the Services and related systems and technologies, including the training of machine learning algorithms. Agency hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right (during and after the Term hereof) to use and distribute such Aggregated Data to improve and enhance the Services and for other development, diagnostic and corrective purposes, other Flock offerings, and crime prevention efforts. Parties understand that the aforementioned license is required for continuity of Services. No rights or licenses are granted except as expressly set forth herein. Flock does not sell Aggregated Data.

5. PAYMENT OF FEES

5.1.1 Software Product Fees. For Order Forms listing Wing Suite, Advanced Search and other software-only products, Agency will pay Flock the fees for the Initial Term (as described on the Order Form attached hereto) on or before the 30th day from the date of invoice. For any Renewal Terms, Agency shall pay invoice on or before the 30th day from the date of renewal invoice.

5.1.2 Hardware Product Fees. For Order Forms listing Falcon, Sparrow, Raven and Falcon Flex products, Agency will pay Flock fifty percent (50%) of the fees for the Initial Term as set forth on the Order Form on or before the 30th day from date of invoice. Upon commencement of installation, Flock will issue an invoice for twenty-five percent (25%) of total fees, and Agency shall pay on or before 30th day following date of invoice. Upon completion of installation, Flock will issue an invoice for the remaining balance and Agency shall pay on or before 30th day following date of final invoice. Flock is not obligated to commence the Installation Services unless and until the first payment has been made and shall have no liability resulting from any delay related thereto. For any Renewal Terms, Agency shall pay the total invoice on or before the 30th day from the date of renewal invoice.

5.2 Notice of Changes to Fees. Flock reserves the right to change the fees or applicable charges and to institute new charges and fees on subsequent terms by providing sixty (60) days' notice prior to the end of such Initial Term or Renewal Term (as applicable) to Agency (which may be sent by email).

5.3 Invoicing, Late Fees; Taxes. Flock may choose to bill through an invoice, in which case, full payment for invoices must be received by Flock thirty (30) days after the receipt of invoice. If Agency is a non-tax-exempt entity, Agency shall be responsible for all taxes associated with Services other than U.S. taxes based on Flock's net income. If Agency believes that Flock has billed Agency incorrectly, Agency must contact Flock no later than sixty (60) days after the closing date on the first billing statement in which the error or problem appeared, in order to

receive an adjustment or credit. Agency acknowledges and agrees that a failure to contact Flock within this sixty (60) day period will serve as a waiver of any claim Agency may have had as a result of such billing error.

6. TERM AND TERMINATION

6.1 **Term.** The initial term of this Agreement shall be for the period of time set forth on the Order Form and shall commence at the time outlined in this section below (the “**Term**”). Following the Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a “**Renewal Term**”) unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

- a. For Wing Suite products: the Term shall commence upon execution of this Agreement and continue for one (1) year, after which, the Term may be extended by mutual consent of the Parties, unless terminated by either Party.
- b. For Falcon and Sparrow products: the Term shall commence upon first installation and validation of Flock Hardware.
- c. For Raven products: the Term shall commence upon first installation and validation of Flock Hardware.
- d. For Falcon Flex products: the Term shall commence upon execution of this Agreement.
- e. For Advanced Search products: the Term shall commence upon execution of this Agreement.

6.2 **Termination for Convenience.** At any time during the agreed upon Term, either Party may terminate this Agreement for convenience. Termination for convenience of the Agreement by the Agency will be effective immediately. Termination for convenience by Agency will result in a one-time removal fee of \$500 per Flock Hardware. Termination for convenience by Flock will not result in any removal fees. Upon termination for convenience, a refund will be provided for Flock Hardware, prorated for any fees for the remaining Term length set forth previously. Wing Suite products and Advanced Search are not subject to refund for early termination. Flock will provide advanced written notice and remove all Flock Hardware at Flock’s own convenience, within a commercially reasonable period of time upon termination. Agency’s termination of this Agreement for Flock’s material breach of this Agreement shall not be considered a termination for convenience for the purposes of this Section 6.2.

6.3 **Termination.** Notwithstanding the termination provisions in Section 2.5.2, in the event of any material breach of this Agreement, the non-breaching Party may terminate this Agreement prior to the end of the Term by giving thirty (30) days prior written notice to the breaching Party; provided, however, that this Agreement will not terminate if the breaching Party has cured the breach prior to the expiration of such thirty (30) day period. Either Party may terminate this Agreement, without notice, (i) upon the institution by or against the other Party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other Party's making an assignment for the benefit of creditors, or (iii) upon the other Party's dissolution or ceasing to do business. Upon termination for Flock’s material breach, Flock will refund to Agency a pro-rata portion of the pre-paid fees for Services not received due to such termination.

6.4 No-Fee Term. Flock will provide Agency with complimentary access to Hotlist alerts, as further described in Section 4.2 (“**No-Fee Term**”). In the event a Non-Agency End User grants Agency access to Footage and/or notifications from a Non-Agency End User, Agency will have access to Non-Agency End User Footage and/or notifications until deletion, subject to a thirty (30) day retention policy for all products except Wing Replay, which is subject to a seven (7) day retention policy. Flock may, in their sole discretion, provide access or immediately terminate the No-Fee Term. The No-Fee Term will survive the Term of this Agreement. Flock, in its sole discretion, can determine to impose a price per No-Fee Term upon thirty (30) days’ notice to Agency. Agency may terminate any No-Fee Term or access to future No-Fee Terms upon thirty (30) days’ notice.

6.5 Survival. The following Sections will survive termination: 2.5, 2.6, 3, 4, 5, 6.4, 7.3, 7.4, 8.1, 8.2, 8.3, 8.4, 9.1 and 9.6.

7. REMEDY; WARRANTY AND DISCLAIMER

7.1 Remedy. Upon a malfunction or failure of Flock Hardware or Embedded Software (a “**Defect**”), Agency must notify Flock’s technical support as described in Section 2.10 above. If Flock is unable to correct the Defect, Flock shall, or shall instruct one of its contractors to repair or replace the Flock Hardware or Embedded Software suffering from the Defect. Flock reserves the right in their sole discretion to refuse or delay replacement or its choice of remedy for a Defect until after it has inspected and tested the affected Flock Hardware provided that such inspection and test shall occur within a commercially reasonable time, but no longer than seven (7) business days after Agency notifies the Flock of a known Defect. In the event of a Defect, Flock will repair or replace the defective Flock Hardware at no additional cost to Agency. Absent a Defect, in the event that Flock Hardware is lost, stolen, or damaged, Agency may request that Flock replace the Flock Hardware at a fee according to the then-current Reinstall policy (<https://www.flocksafety.com/reinstall-fee-schedule>). Agency shall not be required to replace subsequently lost, damaged or stolen Flock Hardware, however, Agency understands and agrees that functionality, including Footage, will be materially affected due to such subsequently lost, damaged or stolen Flock Hardware and that Flock will have no liability to Agency regarding such affected functionality nor shall the Usage Fee or Implementation Fees owed be impacted. Flock is under no obligation to replace or repair Flock Hardware or Agency Hardware.

7.2 Exclusions. Flock will not provide the remedy described in Section 7.1 if Agency has misused the Flock Hardware, Agency Hardware, or Service in any manner.

7.3 Warranty. Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of

other causes beyond Flock's reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

7.4 Disclaimer. THE REMEDY DESCRIBED IN SECTION 7.1 ABOVE IS AGENCY'S SOLE REMEDY, AND FLOCK'S SOLE LIABILITY, WITH RESPECT TO DEFECTIVE EMBEDDED SOFTWARE. FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED "AS IS" AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. THIS DISCLAIMER OF SECTION 7.4 ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 9.6.

7.5 Insurance. Flock will maintain commercial general liability policies with policy limits reasonably commensurate with the magnitude of Flock's business risk. Certificates of Insurance can be provided upon request.

7.6 Force Majeure. Parties are not responsible or liable for any delays or failures in performance from any cause beyond their control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, acts or omissions of third-Party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, supply chain shortages of equipment or supplies, weather conditions or acts of hackers, internet service providers or any other third Party acts or omissions. Force Majeure includes the novel coronavirus Covid-19 pandemic, and the potential spread of variants, which is ongoing as of the date of the execution of this Agreement.

8. LIMITATION OF LIABILITY; NO FEE TERM; INDEMNITY

8.1 Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL HARDWARE AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY, INCOMPLETENESS OR CORRUPTION OF DATA OR FOOTAGE OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE OR IDENTIFY AND/OR CORRELATE A LICENSE PLATE WITH THE FBI DATABASE; (D) FOR ANY PUBLIC DISCLOSURE OF PROPRIETARY INFORMATION MADE IN GOOD FAITH; (E) FOR CRIME PREVENTION; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH

ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY AGENCY TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACT OR OMISSION THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY OF SECTION 8 ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 9.6.

8.2 Additional No-Fee Term Requirements. IN NO EVENT SHALL FLOCK'S AGGREGATE LIABILITY, IF ANY, ARISING OUT OF OR IN ANY WAY RELATED TO THE COMPLIMENTARY NO-FEE TERM AS DESCRIBED IN SECTION 6.4 EXCEED \$100, WITHOUT REGARD TO WHETHER SUCH CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE. Parties acknowledge and agree that the essential purpose of this Section 8.2 is to allocate the risks under the No-Fee Term described in Section 6.4 and limit potential liability given the aforementioned complimentary service, which would have been substantially higher if Flock were to assume any further liability other than as set forth herein. Flock has relied on these limitations in determining whether to provide the complementary No-Fee Term. The limitations set forth in this Section 8.2 shall not apply to claims or damages resulting from Flock's other obligations under this Agreement.

8.3 Responsibility. Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, deputies, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable (if at all) only for the torts of its own officers, agents, or employees.

9. INDEMNIFICATION

Agency hereby agrees to indemnify and hold harmless Flock against any damages, losses, liabilities, settlements and expenses in connection with any claim or action that arises from an alleged violation of Section 3.1, a breach of this Agreement, Agency's Installation Obligations, Agency's sharing of any data in connection with the Flock system, Flock employees or agent or Non-Agency End Users, or otherwise from Agency's use of the Services, Flock Hardware, Agency Hardware and any Embedded Software, including any claim that such actions violate any applicable law or third Party right. Although Flock has no obligation to monitor Agency's use of the Services, Flock may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of Section 3.1 or this Agreement.

10. MISCELLANEOUS

10.1 Compliance With Laws. The Agency agrees to comply with all applicable local, state, and federal laws, regulations, policies and ordinances and their associated record retention schedules, including responding to any

subpoena request(s). In the event Flock is legally compelled to comply with a judicial order, subpoena, or government mandate, to disclose Agency Data or Agency Generated Data, Flock will provide Agency with notice.

10.2 Severability. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.

10.3 Assignment. This Agreement is not assignable, transferable or sublicensable by either Party, without prior consent. Notwithstanding the foregoing, either Party may assign this Agreement, without the other Party's consent, (i) to any parent, subsidiary, or affiliate entity, or (ii) to any purchaser of all or substantially all of such Party's assets or to any successor by way of merger, consolidation or similar transaction.

10.4 Entire Agreement. This Agreement, together with the Order Form(s), the then-current Reinstall policy (<https://www.flocksafety.com/reinstall-fee-schedule>), Deployment Plan(s), and any attached addenda are the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both Parties, except as otherwise provided herein. None of Agency's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected. In the event of any conflict of terms found in this Agreement or any other terms and conditions, the terms of this Agreement shall prevail. The parties agree that the Addendum establishes the order of precedence for interpretation of any conflicts among the Addendum, Order Form, and Agreement in Section 1.d of the Addendum.

10.5 Relationship. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Agency does not have any authority of any kind to bind Flock in any respect whatsoever. Flock shall at all times be and act as an independent contractor.

10.6 Governing Law; Venue. This Agreement shall be governed by the laws of the State in which the Agency is located. The Parties hereto agree that venue would be proper in the chosen courts of the State of which the Agency is located. The Parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement.

10.7 Publicity. Upon prior consent from Agency, Flock has the right to reference and use Agency's name and trademarks and disclose the nature of the Services provided hereunder in each case in business and development and marketing efforts, including without limitation on Flock's website.

10.8 Export. Agency may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the

Control, or any other United States or foreign agency or authority. As defined in Federal Acquisition Regulation (“FAR”), section 2.101, the Services, the Flock Hardware and Documentation are “commercial items” and according to the Department of Defense Federal Acquisition Regulation (“DFAR”) section 252.2277014(a)(1) and are deemed to be “commercial computer software” and “commercial computer software documentation.” Flock is compliant with FAR Section 889 and does not contract or do business with, use any equipment, system, or service that uses the enumerated banned Chinese telecommunication companies, equipment or services as a substantial or essential component of any system, or as critical technology as part of any Flock system. Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

10.9 Headings. The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated sections.

10.10 Authority. Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the Parties they are representing.

10.11 Notices. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested.

FLOCK NOTICES ADDRESS:

1170 HOWELL MILL ROAD, NW SUITE 210
ATLANTA, GA 30318
ATTN: LEGAL DEPARTMENT
EMAIL: legal@flocksafety.com

AGENCY NOTICES ADDRESS:

ADDRESS:

ATTN:
EMAIL:

City of Junction City

City Commission

Agenda Memo

November 9, 2022

From: Ray Ibarra, Public Works Director
To: Allen Dinkel, City Manager and City Commission
Subject: **Award of Bid – Sanitary Sewer Improvements to serve Rosa Meyer Property**

Objective: The consideration and approval of the award of bid for the Sanitary Sewer Improvements to serve the Rosa Meyer property in the amount of \$52,656.00.

Explanation of Issue: The City constructed two new roadways to the new High School which were Blue Jay Way and Ray Way. As part of the agreement to acquire the easement from 2624 K-18 Hwy, the Rosa Meyer property, the City was to provide a sanitary sewer line to the property.

Kaw Valley Engineering developed the preliminary plans, construction estimates and material quantities for the project. Kaw Valley Engineering advertised for bids through The Daily Union City website and direct solicitation and a formal bid opening was held on November 8, 2022.

Kaw Valley Engineering received two qualified bids for the Sanitary Sewer Improvements. The two bidders were Middlecreek Corporation, Peabody, KS and Lakeside Construction, Milford, KS. Listed below are the two bidders and their bid price.

BIDDER	BID AMOUNT
Lakeside Construction	\$52,656.00
Middlecreek Corporation	\$78,506.00

Budget Impact: Funding for this project is available within the Sewer Fund

Alternatives: The City Commission may approve, modify, table, or deny the bid request

Recommendation: City Staff recommends approval of the award of bid to Lakeside Construction of Milford, KS for the Sanitary Sewer Improvements in the amount of \$52,656.00.

Suggested Motion: Commissioner _____ moves to approve the award of the Sanitary Sewer Improvements in the amount not to exceed \$52,656.00 to Lakeside Construction as presented.

Commissioner _____ seconded the motion.

Enclosures: Kaw Valley Engineering letter dated 11/9/22 and Bid Tab



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

November 10, 2022
A20D0266

Mr. Ray Ibarra, Public Works Director
City of Junction City
700 N Jefferson Street
Junction City, Kansas 66441

**RE: Recommendation of Award of Contract
Sanitary Sewer Improvements to Serve Rosa Meyer Residence
Junction City, Kansas**

Dear Mr. Ibarra,

Please find enclosed the Bid Tabulation Sheet for the above-referenced improvements.

Lakeside Construction, LLC was the low bidder and was well below the Engineer's Estimate.

We, therefore, recommend award of this contract to **Lakeside Construction, LLC** in the amount of **\$52,784.00**.

If you could present this to the City Commission for award of contract at their next regular meeting, it would be appreciated.

Sincerely,

Leon D. Osbourn, P.E.
Project Manager

Attachment: Bid Tabulation Sheet

XC: Lakeside Construction, LLC
Middlecreek Corporation

LDO:bt

\\WMJC-FILE\Projects\A20_0266\DSN\Specs\Sanitary Sewer Improvements\LR To R Ibarra City Of JC Re Recommendation Of Award SS.Docx

KAW VALLEY ENGINEERING, INC.
2319 North Jackson, PO Box 1304
Junction City, KS 66441
Tel: 785-762-5040

SANITARY SEWER IMPROVEMENTS TO SERVE ROSA MEYER RESIDENCE
JUNCTION CITY, KANSAS

Project No.:

A20D0266

Date:

11/08/22

Page:

1 of 1

Item	Qty	Unit	Engineer's Estimate			Lakeside Construction, LLC			Middlecreek Corporation					
			Unit Price	Total Price		Unit Price	Total Price		Unit Price	Total Price		Unit Price	Total Price	
1. Mobilization	1	L.S.	10,000.00	\$10,000.00		\$1,500.00	\$1,500.00		\$24,000.00	\$24,000.00			\$0.00	\$0.00
2. Clearing & Grubbing	1	L.S.	10,000.00	\$10,000.00		\$11,000.00	\$11,000.00		\$6,000.00	\$6,000.00			\$0.00	\$0.00
3. Erosion Control	1	L.S.	2,500.00	\$2,500.00		\$800.00	\$800.00		\$2,000.00	\$2,000.00			\$0.00	\$0.00
4. Seeding - Mulching	1	L.S.	2,000.00	\$2,000.00		\$3,000.00	\$3,000.00		\$4,500.00	\$4,500.00			\$0.00	\$0.00
5. 8" Sanitary Sewer Main	110	L.F.	80.00	\$8,800.00		\$60.00	\$6,600.00		\$82.00	\$9,020.00			\$0.00	\$0.00
6. Sanitary Sewer Manhole	2	Each	4,800.00	\$9,600.00		\$4,750.00	\$9,500.00		\$5,600.00	\$11,200.00			\$0.00	\$0.00
7. Extra Depth Manhole	1.16	V.L.F.	125.00	\$14,400.00		\$800.00	\$928.00		\$250.00	\$290.00			\$0.00	\$0.00
8. 4" Service Line	386	L.F.	40.00	\$15,440.00		\$46.00	\$17,756.00		\$48.00	\$18,528.00			\$0.00	\$0.00
9. Clean Out	4	Each	850.00	\$3,400.00		\$300.00	\$1,200.00		\$642.00	\$2,568.00			\$0.00	\$0.00
10. Connect to 4" Manhole Stub	1	Each	1,500.00	\$1,500.00		\$500.00	\$500.00		\$400.00	\$400.00			\$0.00	\$0.00
Total Bid For Improvements				\$63,385.00			\$52,784.00			\$78,506.00			\$0.00	\$0.00

Denotes adjusted total due to mathematical error.

City of Junction City

City Commission

Agenda Memo

November 9, 2022

From: Ray Ibarra, Public Works Director
To: Allen Dinkel, City Manager and City Commission
Subject: **Award of Bid – Water Line Improvements to serve Rosa Meyer Property**

Objective: The consideration and approval of the award of bid for the Water Line Improvements to serve the Rosa Meyer property in the amount of \$114,602.00.

Explanation of Issue: The City is in the process of building a 10-ft. wide bike/pedestrian trail along K-18 from Spring Valley Rd to the K-18 roundabout to the new high school. The new trail will be built in front of 2624 K-18 Hwy, Rosa Meyer property.

To be able to acquire the easement for the trail the City was to supply water to the Rosa Meyer property at 2624 K-18 Hwy. The installation of a new 8-inch water main will not only supply water to the Rosa Meyer property but will also supply water to the following addresses once the water main loop is completed. The addresses for which the 8-inch water main would also serve is 818 N. Spring Valley Road, 816 N. Spring Valley Road and 820 N. Spring Valley Road.

Kaw Valley Engineering developed the preliminary plans, construction estimates and material quantities for the project. Kaw Valley Engineering advertised for bids through The Daily Union City website and direct solicitation and a formal bid opening was held on November 8, 2022.

Kaw Valley Engineering received two qualified bids for the Water Line Improvements. The two bidders were Middlecreek Corporation, Peabody, KS and Lakeside Construction, Milford, KS. Listed below are the two bidders and their bid price.

BIDDER	BID AMOUNT
Lakeside Construction	\$114,602.00
Middlecreek Corporation	\$153,004.00

Budget Impact: Funding for this project is available within the Water Fund

Alternatives: The City Commission may approve, modify, table, or deny the bid request

Recommendation: City Staff recommends approval of the award of bid to Lakeside Construction of Milford, KS for the Water Line Improvements in the amount of \$114,602.00.

Suggested Motion: Commissioner _____ moves to approve the award of the Water Line Improvements in the amount not to exceed \$114,602.00 to Lakeside Construction as presented.

Commissioner _____ seconded the motion.

Enclosures: Kaw Valley Engineering letter dated 11/9/22 and Bid Tab



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

November 10, 2022
A20D0266

Mr. Ray Ibarra, Public Works Director
City of Junction City
700 N Jefferson Street
Junction City, Kansas 66441

**RE: Recommendation of Award of Contract
Water Line Improvements to Serve Rosa Meyer Residence
Junction City, Kansas**

Dear Mr. Ibarra,

Please find enclosed the Bid Tabulation Sheet for the above-referenced improvements.

Lakeside Construction, LLC was the low bidder and was well below the Engineer's Estimate.

We, therefore, recommend award of this contract to **Lakeside Construction, LLC** in the amount of **\$114,602.65**.

If you could present this to the City Commission for award of contract at their next regular meeting, it would be appreciated.

Sincerely,

Leon D. Osbourn, P.E.
Project Manager

Attachment: Bid Tabulation Sheet

XC: Lakeside Construction, LLC
Middlecreek Corporation

LDO:bt

\\WMJC-FILE\Projects\A20_0266\DSM\Specs\Water Line Improvements\Ltr To R Ibarra City Of JC Re Recommendation Of Award.Docx

KAW VALLEY ENGINEERING, INC.
2319 North Jackson, PO Box 1304
Junction City, KS 66441
Tel: 785-762-5040

WATER LINE IMPROVEMENTS TO SERVE ROSA MEYER RESIDENCE
JUNCTION CITY, KANSAS

Project No.: A20D0266

Date: 11/08/22

Page: 1 of 1

Item	Qty	Unit	Engineer's Estimate			Lakeside Construction LLC			Middlecreek Corporation					
			Unit Price	Total Price		Unit Price	Total Price		Unit Price	Total Price		Unit Price	Total Price	
1. Mobilization	1	L.S.	15,000.00	\$15,000.00		\$1,500.00	\$1,500.00		\$22,000.00	\$22,000.00			\$0.00	\$0.00
2. Clearing and Grubbing (.25 Acre)	1	L.S.	25,000.00	\$25,000.00		\$23,000.00	\$23,000.00		\$4,000.00	\$4,000.00			\$0.00	\$0.00
3. Connect to Existing Water Main	1	Each	8,000.00	\$8,000.00		\$3,500.00	\$3,500.00		\$3,370.00	\$3,370.00			\$0.00	\$0.00
4. 8" Water Main	788	L.F.	95.00	\$74,860.00		\$54.00	\$42,552.00		\$84.00	\$66,192.00			\$0.00	\$0.00
5. 3/4" Copper Line	140	L.F.	50.00	\$7,000.00		\$25.00	\$3,500.00		\$29.00	\$4,060.00			\$0.00	\$0.00
6. Fittings	1	L.S.	15,000.00	\$15,000.00		\$6,500.00	\$6,500.00		\$3,122.00	\$3,122.00			\$0.00	\$0.00
7. 8" Gate Valve	1	Each	5,000.00	\$5,000.00		\$3,750.00	\$3,750.00		\$2,488.00	\$2,488.00			\$0.00	\$0.00
8. Fire Hydrant Assembly	1	Each	7,500.00	\$7,500.00		\$7,500.00	\$7,500.00		\$9,397.00	\$9,397.00			\$0.00	\$0.00
9. Flush Valve	1	Each	5,000.00	\$5,000.00		\$3,800.00	\$3,800.00		\$3,029.00	\$3,029.00			\$0.00	\$0.00
10. Woven Wire Fence	551	L.F.	30.00	\$16,530.00		\$18.15	\$10,000.65		\$46.00	\$25,346.00			\$0.00	\$0.00
11. Seeding - Mulching	1	L.S.	5,000.00	\$5,000.00		\$4,500.00	\$4,500.00		\$6,000.00	\$6,000.00			\$0.00	\$0.00
12. Erosion Control	1	L.S.	5,000.00	\$5,000.00		\$4,500.00	\$4,500.00		\$4,000.00	\$4,000.00			\$0.00	\$0.00
Total Bid For Improvements				\$188,890.00			\$114,602.65			\$153,004.00			\$0.00	\$0.00

Denotes adjusted total due to mathematical error.

City of Junction City

City Commission

Agenda Memo

November 17, 2022

From: Ray Ibarra, Public Works Director
To: Allen Dinkel, City Manager and City Commission
Subject: **Change Order #1 for the Stormwater Improvements – South Eisenhower Drive**

Objective: The consideration and approval for Change Order #1 for the Stormwater Improvement South Eisenhower Drive in the amount of \$12,558.00.

Explanation of Issue: On March 15th, the City Commission approved the Stormwater Improvements on South Eisenhower Drive to FIT Excavating, Inc. of Topeka, KS in the amount of \$256,996.00.

The project consisted of installing 4 new storm drain inlets and piping. The reason for the stormwater improvements was to stop the deterioration of Eisenhower Street from all the water runoff from the Faith tabernacle Church parking lot.

During installation of the new storm drain inlets and piping the contractor ran into unexpected rock ledge for approximately 326 LF. The additional rock excavation amounted to 96.6 cubic yards of extra rock excavation and additional material for the project which caused the \$12,558.00 increase.

The increase will change the contract amount from \$256,966.00 to \$269,554.00.

Budget Impact: Funding for this project can come from the Stormwater Fund

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

Recommendation: City Staff recommends approval of the change order #1 to FIT Excavating, Inc. of Topeka, KS for the Stormwater Improvements in the amount of \$12,558.00.

Suggested Motion: Commissioner _____ moves to approve Change Order #1 for the Stormwater Improvements in the amount not to exceed \$12,558.00 to FIT Excavating, Inc. of Topeka, KS as presented.

Commissioner _____ seconded the motion.

Enclosures: Change Order #1 and Pay Request #2

00430
CHANGE ORDER

Order No. One (1)

Date: November 14, 2022

Agreement Date: May 28, 2022

Name of Project: Stormwater Improvements - South Eisenhower Drive

Owner: City of Junction City

Contractor: FIT Excavating, Inc.

The following changes are hereby made to the CONTRACT DOCUMENTS:

Justification:

Rock excavation was expected from Station 204+45.19 to 203+28.00 (117.19). From Station 203+28 the rock was stair stepped and field exploration did not show that. Additional rock excavation was required from 203+28 to 200+01 (326'). This additional rock excavation was 96.6 cubic yards. Due to the rock excavation additional material was also required for back fill.

Rock Excavation	96.6 C.Y. @ \$130.00/CY	\$12,558.00
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Change to CONTRACT PRICE:

Original CONTRACT PRICE: \$ 256,996.00

Current CONTRACT PRICE adjusted by previous CHANGE ORDER: \$ n/a

The CONTRACT PRICE due to this CHANGE ORDER will be increased by: \$12,558.00

The new Contract Price including this CHANGE ORDER will be \$269,554.00

Change to CONTRACT TIME:

The CONTRACT TIME will be increased by **5 working days.**

Requested by: FIT Excavating, Inc.

(Signature)

(Date)

Digitally signed by Gregory
Rozman
Date: 2022.11.15 16:49:40 -06'00'

Recommended by: Kaw Valley Engineering, Inc.

(Signature)

(Date)

Accepted by: City of Junction City

(Signature)

(Date)

END OF SECTION 00430

CITY OF JUNCTION CITY, KANSAS
Request for Payment

Date: November 15, 2022 Page: 1

Request No.: Two (2) From: 10/01/2022 To: 11/11/2022 Project No.: A18D8392
A22T1054

Location: Junction City, Kansas

Contractor: FIT Excavating, Inc.

Improvement: Stormwater Improvements - South Eisenhower Drive

No.	Item	Bid Schedule Quantity	Unit	Unit Price	Contract Price	Units Completed	Value of Work Completed
1.	Mobilization	1	L.S.	\$32,000.00	\$32,000.00	1	\$32,000.00
2.	Demolition	1	L.S.	\$6,800.00	\$6,800.00	1	\$6,800.00
3.	Clearing & Grubbing	1	L.S.	\$2,500.00	\$2,500.00	1	\$2,500.00
4.	Erosion Control	1	L.S.	\$2,500.00	\$2,500.00	1	\$2,500.00
5.	Seeding	1	L.S.	\$6,100.00	\$6,100.00	1	\$6,100.00
6.	Curb Inlet Under Pavement 15'x5'x10"	1	Each	\$9,500.00	\$9,500.00	1	\$9,500.00
7.	Curb Inlet Under Pavement 10'x5'x10"	3	Each	\$9,100.00	\$27,300.00	3	\$27,300.00
8.	Curb Inlet Non-Setback 6'x4'	1	Each	\$6,200.00	\$6,200.00	1	\$6,200.00
9.	Drop Inlet 9.5'x4'	1	Each	\$13,850.00	\$13,850.00	1	\$13,850.00
10.	RCP 15"	10	L.F.	\$220.00	\$2,200.00	10	\$2,200.00
11.	RCP 18"	210	L.F.	\$82.00	\$17,220.00	210	\$17,220.00
12.	RCP 24"	234	L.F.	\$92.00	\$21,528.00	234	\$21,528.00
13.	Curb & Gutter	424	L.F.	\$57.00	\$24,168.00	424	\$24,168.00
14.	Concrete Flume	11	S.Y.	\$280.00	\$3,080.00	11	\$3,080.00
15.	Pavement Restoration	650	S.Y.	\$107.00	\$69,550.00	650	\$69,550.00
16.	Traffic Control	1	L.S.	\$12,500.00	\$12,500.00	1	\$12,500.00
CO1	Rock Excavation	96.6	C.Y.	\$130.00	\$12,558.00	96.6	\$12,558.00
					Unused and Accepted Material on Hand		\$0.00

Amount of Contract: \$269,554.00

Contract Time: 95
working days

Time Expired: 61

Time Remain'g: 34

100.0% Complete as of this Request

Value of Work Done & Materials on Hand: \$269,554.00

Percent to be Retained (5% or 10%): \$13,477.70

Other Deductions: _____

Previous Payments: \$30,478.50

TOTAL DEDUCTIONS: \$43,956.20

Amount Due Contractor this Request: \$225,597.80

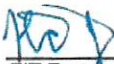
Approved:  Digitally signed by Gregory Rozman
Date: 2022.11.16 17:33:40 -06'00'

By: _____
Kaw Valley Engineering, Inc.

Date: _____

By: _____
City Manager

Accepted by Contractor:

By:  _____
FIT Excavating, Inc.

Date: 11-16-2022

Date: _____

Date Request Approved by City Commission: _____

City of Junction City

City Commission

Agenda Memo

December 1, 2022

From: Ray Ibarra, Public Works Director
To: Allen Dinkel, City Manager and City Commission
Subject: **Approval for Change Order #1 Sanitary Sewer Repair to Middlecreek Corporation**

Objective: The consideration and approval for Change Order #1 for a deduct on the Sanitary Sewer Repair on the Intrust Bank Alley in the amount of \$4,800.00.

Explanation of Issue: The City Commission awarded the repair of the sanitary sewer main in the alley of the 100 blk. N. Washington between 2nd and 1st Streets on February 15th to MiddleCreek Corporation for \$72,148.00.

The \$4,800.00 deduct to the contract reflects those actual quantities used on the project for Bid item #4 which were replacing the sewer lateral connections. Bid item #4 was for replacing 16 sewer lateral connections and the contractor only had to replace 12 sewer lateral connections.

The contract amount of \$72,148.00 will now change to \$67,348.00.

Budget Impact: No Impact to the budget

Alternatives: The Commission may approve, modify, table, or deny the request

Recommendation: City Staff recommends approval of Change Order #1 for the deduct to the Sanitary Sewer Repairs in the amount of \$4,800.00 as presented.

Suggested Motion: Commissioner _____ moves to approve Change Order #1 for the deduct for the sanitary sewer repairs in the amount of \$4,800.00 as presented.

Commissioner _____ seconded the motion.

Enclosures: Change Order #1, Pay Request, and Affidavit

**00430
CHANGE ORDER**

Order No. One (1)

Date: November 18, 2022

Agreement Date: May 25, 2022

Name of Project: Intrust Bank Alley Sewer Repair – Junction City, Kansas

Owner: City of Junction City

Contractor: Middlecreek Corporation

The following changes are hereby made to the CONTRACT DOCUMENTS:

Justification:

Underage to reflect actual quantities used on project. Bid Item No. 4 "Replace S Conn" reduced from 16 to 12 resulting in a \$4,800.00 deduction in contract price.

Change to CONTRACT PRICE:

Original CONTRACT PRICE: \$72,148.00

Current CONTRACT PRICE adjusted by previous CHANGE ORDER: \$ n/a

The CONTRACT PRICE due to this CHANGE ORDER will be increased by: ~~\$-4,800.00~~

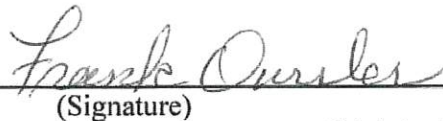
The new Contract Price including this CHANGE ORDER will be \$67,348.00

Change to CONTRACT TIME:

The CONTRACT TIME will be increased by 15 days.

The date for completion of all work has been changed to October 14, 2022.

Requested by: Middlecreek Corporation

 11-18-22
(Signature) (Date)

Recommended by: Kaw Valley Engineering, Inc.


(Signature) Digitally signed by Gregory Rozman
Date: 2022.11.18 15:31:57 -06'00' (Date)

Accepted by: City of Junction City

(Signature) (Date)

END OF SECTION 00430

CITY OF JUNCTION CITY, KANSAS
Request for Payment

Date: October 25, 2022 Page: 1 of 1

Request No.: One (1) FINAL From: 09/01/2022 To: 10/14/2022 Project No.: A21D0769

Location: Junction City, Kansas

Contractor: Middlecreek Corporation

Improvement: Intrust Bank Alley Sewer Repair - Junction City, Kansas

No.	Item	Bid Schedule Quantity	Unit	Unit Price	Contract Price	Units Completed	Value of Work Completed
1.	Pre TV & Clean	1	Each	\$4,000.00	\$4,000.00	1	\$4,000.00
2.	Post TV	1	Each	\$2,900.00	\$2,900.00	1	\$2,900.00
3.	Burst	554	L.F.	\$62.00	\$34,348.00	554	\$34,348.00
4.	Replace S Conn	16	Each	\$1,200.00	\$19,200.00	12	\$14,400.00
5.	Remove & Replace Manhole	1	Each	\$8,000.00	\$8,000.00	1	\$8,000.00
6.	Remove & Replace Pavement	1	Each	\$1,200.00	\$1,200.00	1	\$1,200.00
7.	Traffic Control	1	Each	\$2,500.00	\$2,500.00	1	\$2,500.00
CO1	Reduction to Bid Item No. 4	-4	Each	\$1,200.00	-\$4,800.00		
Unused and Accepted Material on Hand							\$0.00

Amount of
Contract: \$67,348.00

Value of Work Done & \$67,348.00

Contract Time: MUST BE COMPLETED

Percent to be Retained (5% or 10%): \$0.00

Time Expired: BY OCTOBER 14, 2022

Other Deductions:

Time Remaining:

Previous Payments: \$0.00

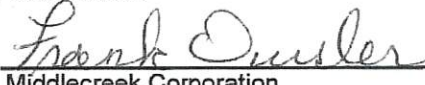
100.0% Complete as of this Request

TOTAL DEDUCTIONS: \$0.00

Approved:  Digitally signed by
Gregory Rozman
Date: 2022.11.18
15:32:43 -06'00'

Amount Due Contractor this Request: \$67,348.00

By: Kaw Valley Engineering, Inc.

Accepted by Contractor:
By: 
Middlecreek Corporation

Date:

Date: 11/18/22

By: City Manager

Date:

Date Estimate Approved by City Commission:

00460
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 Kansas)
County of Geary) : ss

I, Frank Oursler, of lawful age, being first duly sworn on oath, deposes and states that he is Sec/Treasurer of Middlecreek Corporation, Contractor, which company did on the Sept day 1, 2022, enter into written contract with City of Junction City, Owner, for the performance of the following work:

Intrust Bank Alley Sewer Repair

Junction City, Kansas

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 Middlecreek Corporation under the terms of said contract.

Middlecreek Corporation
Contractor

By Frank Oursler

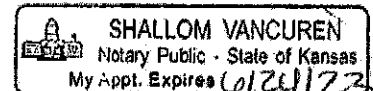
Sec/Treasurer
Position

Po Box 136, Peabody KS 66501
Address

Subscribed and sworn before me this 18 day of November, 2022.

Shallom Vancuren
Notary Public

Seal



END OF SECTION 00460

City of Junction City

City Commission

Agenda Memo

01 December 2023

From: Fire Chief Jason Lankas
To: Board of Commissioners
Subject: **Approval of Agreement between the City of Junction City and the Junction City Fire Fighters Association, International Association of Fire Fighters, Local #3309**

Explanation of Issue: The City of Junction City and the JCFFA IAFF Local 3309 have a three-year Letter of Understanding that ends on December 25, 2022. A new three-year Letter of Understanding has been agreed upon through mediation by both parties. Upon approval by the City Commission and ratification by the members of the bargaining unit, the Letter of Understanding will be in force. The main points of the new Letter of Understanding are increases in salary percentages and additional staffing.

Discussion of Issue: The City and Local are currently doing review updates to the language along with the City Attorney and an updated agreement will be provided by Monday 12/5/2022.

Budget Impact: Increases in salary percentages and additional staffing.

Recommendation: Staff recommends approval of the Letter of Understanding between the City of Junction City and the JCFFA IAFF Local 3309 for the period of December 26, 2022 through December 21, 2025.

Possible Motions:

1. Approve the Letter of Understanding
2. Disapprove the Letter of Understanding
3. Table the request

Attachments: Letter of Understanding showing changes highlighted

Letter of Understanding

Between

The City of Junction City

And JCFFA Local 3309

December 26th, 2022, to December 21st, 2025

ARTICLE ONE

RECOGNITION

The City of Junction City, Kansas, recognizes the Junction City Firefighters Association, Local #3309 as defined by the Kansas Public Employee Relations Board as the authorized representative of full-time, permanent, bona fide City Fire Department personnel specifically in the following classifications:

Firefighters/EMTs

Shift Captains

Specifically, not included in the Association are positions above the rank of Captain and all other employees of the City of Junction City Fire Department, and also those former employees whose services were terminated by virtue of resignation, quit, discharge, or retirement.

ARTICLE TWO

DUES CHECKOFF

The City agrees to deduct from the pay of each member of the I.A.F.F., Local #3309 the payment of dues to the I.A.F.F., provided the City first receives written authorization from each member for such deduction. The City will only make such deductions if the member has enough pay to cover such obligation. The I.A.F.F. agrees to a window period of 31 days commencing on the 1st day of December and ending on the 31st day of December of each contractual year, during which an I.A.F.F. member may withdraw his dues deduction authorization. A member may not withdraw his dues deduction authorization at any other time with the exception of resignation.

The I.A.F.F. agrees to defend, indemnify, save and hold the City harmless against any and all claims, demands, judgments, penalties, suits, or other forms of liability arising out of its deduction of dues or fees from a member's pay to the I.A.F.F. The I.A.F.F. has the right to change the amount of payment for dues to be collected from every member as deemed necessary. In the event, any changes to the dues are made, the I.A.F.F. President will provide a letter to the City two weeks prior to the changes taking effect.

ARTICLE THREE

MEET AND CONFER COMMITTEE - MEETING AND MEMBERS

The City recognizes the Association as the exclusive representative of the appropriate unit. The process of meeting and conferring for purposes of reaching an agreement requires a free and open exchange of views by all parties.

To such extent, the City and the Association shall designate their respective committees to consist of not more than five (5) members. In addition, each party shall designate a spokesperson who shall express the views of their side. Neither party shall attempt to exert any control over the other's selection of its representatives.

The City recognizes the need to communicate and to formalize new concepts to promote advancement of the Junction City Fire Department as an organization. It is agreed by the City and the Association that each party should be afforded the opportunity to prepare, discuss, and formalize their concepts prior to invoking the meet and confer process. Therefore, it is agreed that both parties' committee members shall be allowed adequate notice for preparation prior to the start of the meetings.

The meeting agenda shall be as requested and agreed upon by the parties. The meeting place shall be determined by mutual consent of the parties. Additional meetings, time, date, place of meeting and agenda shall be agreed upon by the committees during each meeting.

In the event the meetings are scheduled during a committee member's regular duty time, said committee member should be permitted to attend such sessions in a regular pay status. In the event the meetings are scheduled on a committee member's regular assigned time off; no compensation will be rendered.

ARTICLE FOUR

MANAGEMENT RIGHTS

It is understood and agreed by the City and the Association that the City and its management: have certain exclusive statutory rights and responsibilities, which they may not surrender. Except as expressly provided otherwise by this agreement or by law, the City shall retain its rights to make, amend or execute decisions and policies that are necessary to operate and maintain the City and its programs and to otherwise carry out its lawful rights and responsibilities.

Except as expressly provided otherwise by this agreement or by law, nothing contained in this agreement shall circumscribe or modify the statutory right of the City to:

- (1) Direct the work of its employees.
- (2) Hire, promote, demote, transfer, assign and retain employees in positions within the Junction City Fire Department.
- (3) Suspend or discharge employees for proper cause.
- (4) Maintain the efficiency of governmental operations.
- (5) Relieve employees from duties because of lack of work or other legitimate reasons.
- (6) Take actions as may be necessary to carry out the mission of the Department in emergencies.

- (7) Determine the method, means and personnel by which operations are to be carried on.

ARTICLE FIVE COMMUNICATIONS

The City agrees to allow Local #3309 the use of City facilities for the conduct of union and committee business, to include bulletin boards. Use of meeting rooms shall be scheduled with the Fire Chief. Local #3309 agrees to keep their bulletin boards in a neat and orderly manner and remove obsolete items. The City shall also provide Local #3309 with space for one desk and necessary filing cabinets.

ARTICLE SIX HOURS OF WORK

Section 1: Work Schedule

The standard work period for personnel assigned to a twenty-four (24) hour shift shall be two hundred and twelve (212) hours in a twenty-eight (28) day work cycle. There shall be three (3) rotating shifts. Each shift shall commence at 8:00 a.m., and shall be for a period of 24 hours. Each shift then shall receive 48 hours off duty before returning to work for another 24 hours. This work schedule shall be referred to as the 24 "on" 48 "off" work schedule.

With the notification of the ranking officer in each station, an employee may be relieved from duty anytime between 0700 and 0800 hours if the relief person, who has at least the equal ability to perform all the duties necessary, comes in and takes over the "off going" employee's duties. "Off going" bargaining unit members will remain dressed in their appropriate regular duty uniform, as prescribed by the Fire Chief, until properly relieved.

Reference:

Fair Labor Standards Act § 29 CFR 553.225 Early Relief.

It is a common practice among employees engaged in fire protection activities to relieve employees on the previous shift prior to the scheduled starting time. Such early relief time may occur pursuant to employee agreement, either expressed or implied. This practice will not have the effect of increasing the number of compensable hours of work for employees employed under section 7(k) where it is voluntary on the part of the employees and does not result, over a period of time, in their failure to receive proper compensation for all hours actually worked. On the other hand, if the practice is required by the employer, the time involved must be added to the employee's tour of duty and treated as compensable hours of work.

Section 2: Shift Exchange/Trading Time

Employees shall, with the approval of the ranking officer in their assigned station, have the right to exchange time when the change does not interfere with the operation of the Fire Department. An individual exchanging/trading time must exchange with an individual who has at least the equal ability to perform all the duties necessary.

The City will have no liability to the employee who has traded time. All time traded will be kept track of by the two parties involved. The employee responsible for the completion of a trading time agreement will be the party agreeing to work for another employee on a given shift. If the party agreeing to work is placed on any approved leave prior to the commencement of the shift or trade, it shall be their responsibility to find a replacement to work the shift they have agreed to trade for.

Except for approved morning relief exchanges, a new employee on their probationary period following original appointment to the Fire Department may not exchange/trade time during their first six (6) months of employment.

The Fire Chief may limit or disallow exchanges during periods when specialized or one-time training is scheduled. The Fire Chief shall endeavor to announce the restricted time period as far in advance as practical.

Section 3: Minimum Manning

All shifts will be manned with a minimum of (14) firefighter/EMTs per shift. Minimum staffing will be configured at six (6) in Station #1 and eight (8) in Station #2. The “first out” Engine will be manned with a full four-person crew, the “first out” Medic Unit will be manned with two (2). The “first out” Engine will be configured with at least a Captain or Acting Captain, an Engineer or Acting Engineer and two (2) firefighters.

The Aerial will be operated by an Engineer or Acting Engineer.

Section 4: Minimum Number of Emergency Medical Technician Paramedic

There will be a minimum of six (6) Emergency Medical Technician - Paramedic (EMT-P) certified members. When a vacancy of EMT-P position occurs, the EMT-P position will be filled as soon as possible. If the EMT-P position cannot be filled by a certified EMT-P applicant, up to 24 months will be allowed for certification of a new or existing in-house employee. In the event of unforeseen circumstances an extension is needed, the extension may be agreed upon by both parties.

ARTICLE SEVEN

SENIORITY

Seniority is defined as the total length of an employee's continuous service with the Junction City Fire Department, as measured from the employee's last date of hire by the Fire Department. Employees with the same employment date shall be assigned to the seniority list in order of their entrance exam score.

All original appointments are subject to a probationary period of twelve (12) months of actual service. The probationary period is necessary to evaluate the work of the new employee and encourage his/her adjustment to the position. During this time the employee's work habits, skills, attitude, competence and other pertinent characteristics for successful job performance will be observed by the immediate supervisor, Operations Chief, and Department Head.

At any time, during or after the probationary period, the Fire Chief, with approval of the City Manager, may dismiss an employee on any basis which may be determined to be appropriate by notifying that employee in writing.

ARTICLE EIGHT

LAYOFF AND RECALL

Section 1: Decrease in Work Force

When it becomes necessary to decrease the Department's work force, seniority shall govern. Probationary employees shall be the first laid off, and thereafter, further reductions in the work force shall result in the layoff of junior employees.

Section 2: Recall Procedures

Individuals recalled to duty will be in the reverse order in which they were laid off, i.e., and the most recently laid off individual will be the first one recalled. In the restoration of forces, recall procedure provides that the City shall notify each laid off employee of recall by certified letter. Notice of receipt of such certified letter of recall or date of first attempt to deliver such certified letter, as evidenced by return receipt, sent to the address of the employee as it appears on the City's records, constitutes appropriate notice of recall. Such employee having been laid off will return to work or notify the City in writing of his intention to return to work within seven (7) calendar days after written notice of recall (certified letter) has been received at the address of the employee as it appears on the City's records.

Section 3: Change of Address During Layoff

All persons who are laid off will notify the City by certified mail as to the change in their mailing address. If the change is not submitted, the City shall not be liable for any lost time nor shall the recall provisions of Section 2: above apply if proper notification cannot be made because of a failure to submit the change.

ARTICLE NINE HOLIDAYS

Section 1: Designated Holidays

Designated holidays shall include:

New Year's Day
Martin Luther King, Jr., Birthday
Presidents' Day
Memorial Day
Juneteenth (June 19th)
Independence Day
Labor Day
Veterans' Day
Thanksgiving Day
Thanksgiving Friday
Christmas Day

Section 2: Holiday Observance

The Fire Department will observe all holidays on the day that they occur whether or not they fall on a Saturday or Sunday. However, if the City offices close on a normal work day to observe a holiday that has fallen on a Saturday or Sunday, members of this Bargaining Unit will be allowed to observe holiday status schedule during this time, as defined in Article Twenty-four.

Section 3: Holiday Pay

Bargaining Unit members scheduled to work all or part of a shift on a listed holiday will be paid as follows: The Bargaining Unit member working the holiday hours from 0001 hours to 0800 hours will be paid at a time and one-half rate of pay for those eight (8) hours actually worked in addition to their regular hours. The Bargaining Unit member working the holiday hours from 0800 hours to 2400 hours will be paid at a time and one-half rate of pay for those sixteen (16) hours actually worked in addition to their regular hours.

ARTICLE TEN VACATIONS

Association members may accumulate 20 days (480 hours) of vacation leave without loss, based on the fiscal year. Vacations will be scheduled by the fiscal year. Shift calendars and rosters will be distributed during the month of November. Selection of vacation days will be on a strict senior in rank followed by senior in firefighter basis, and will begin on the first scheduled shift in December. If a firefighter is gone on that day, they may leave their first pick with the officer assigned to schedule vacations. If the firefighter is unable to select their first pick days when contacted by the officer, they will have 24 duty hours in which to select their days. If the firefighter is not ready to select their days at that time, they will be skipped.

Both parties understand and agree that the JCFD and City will permit two (2) personnel to take vacation and/or personal time on each shift. If the leave is not pre-scheduled, and the second request puts the shift below minimum manning levels, the JCFD may deny approval of the second request.

On first round picks, based on seniority, as many days as the person is eligible to pick may be selected. All selected days picked on the first round must be consecutive.

Second round picks, based on seniority, are on a first come, first serve basis. These picks need not be consecutive, and may be for as many shifts a firefighter is eligible to use.

Vacations that are scheduled may be canceled and rescheduled to open days by the firefighter. Days that become open due to cancellation will be announced to the shift. Personnel wishing to use those days will notify the firefighter's chain of command. If three (3) or more personnel request the same day(s), seniority will prevail. Only two (2) employees can pre-schedule the same day for vacation leave.

If no one requests a day(s), it is open to first come, first serve based on seniority. Injury leave and any Fire or EMS training approved by the Fire Chief will not count against the minimum manning level.

Vacation may be canceled and rescheduled by the Fire Chief, if necessary, to meet emergency situations.

Vacation Leave shall be earned as follows:

- (a) From 6 months through 5 years:
120 hours (5 hours / pay period)
- (b) From 5 years & 1 month through 10 years:
180 hours (7.50 hours / pay period)
- (c) From 10 years & 1 month through 15 years:
204 hours (8.50 hours / pay period)
- (d) From 15 years & 1 month through retirement:
240 hours (10 hours / pay period)

Vacation leave with pay is earned on a per pay period basis and is based on the employee's "anniversary date" with the City. The only exception is when there are three (3) pay periods in a month. Vacation time will not accrue in the third pay period.

If an Association member has accrued over 480 hours of vacation by the last day of pay period 24, the City will purchase up to a total of 56 hours over the 480 hours accrued at straight time. The Association member will have the option of a check for the cash amount or the option of putting the cash amount into their personal Deferred Compensation account.

Probationary employees earn vacation leave credit for the first six (6) months of service; however, no vacation leave may be taken by an employee until they have been in continuous service of the City for a period of six (6) months. If a Probationary employee resigns or is terminated before the completion of the initial probationary year, that employee will be compensated for any accumulated vacation leave.

Vacation leave shall ordinarily be requested at least 1 working shift before the beginning of the requested time off. The Chief, or his/her designee, shall approve or disapprove vacation requests within 72 hours of the date of submission.

Once a member's vacation request has been approved, it can only be changed by mutual consent. Vacation leave may be taken in six (6) hour increments and up. Vacation may only be prescheduled if it is twelve (12) or more hours. Vacation blocks of six (6) to eleven (11) hours will be subject to availability of minimum staffing levels and greater blocks of vacation. Vacation blocks of six (6) to eleven (11) hours will be bumped by another employee who elects to take twelve (12) to twenty-four (24) hours of vacation. An employee who takes a single shift off which is a listed holiday will receive the twenty-four hours of vacation pay only. No holiday pay will be paid. When vacation leave is scheduled, the member will be free from all work responsibilities starting at the end of the last scheduled tour of duty, except for emergencies or circumstances beyond the control of the Department.

ARTICLE ELEVEN

SICK LEAVE

Association members will earn 12 hours of sick leave per pay period with pay, or 288 hours per fiscal year. Sick leave may accumulate with no limit.

Upon retirement from the Junction City Fire Department, a bargaining unit member shall be paid up to a maximum of 480 hours of his/her accumulated sick leave. As used in this section, "RETIRED" means any member who has terminated employment and has met the requirements of the Kansas Police and Fire Retirement System, either for Tier I or Tier II.

Sick leave is provided for the member's benefit. Discretion should be the guide in deciding when and how to use this privilege. Sick leave with pay is granted subject to the following conditions:

1. Personal illness or physical incapacity resulting from circumstances beyond the member's control.
2. Enforced quarantine in accordance with community health regulations.

In any case where doubt exists regarding the use or abuse of sick leave, the City reserves the right to require a statement from a licensed physician certifying that the illness prevented the member from working. The City also reserves the right to require an Association member to be examined by a licensed physician designated by the City and at the City's expense as a second opinion. In any case where sick leave has been used for three consecutive workdays or more, a physician's statement may be required. Any proven instance of purposeful abuse of sick leave will result in disciplinary measures.

Should a member become ill or otherwise incapacitated, the member should notify his supervisor as soon as possible prior to the beginning of his scheduled shift.

Sick leave may be authorized while a member is receiving worker's compensation benefits, but only to the extent that sick leave adjusts the compensation to the same amount the member would normally receive while working. If an Association member desires to use sick leave in this manner, a written statement from the member is required.

MERIT AWARD

The City offers extra vacation days to Association members who accumulate sick leave credits. Fire Department employees covered by this agreement may earn an extra 24 hours of vacation leave for each 720 hours of sick leave that the employee accumulates, up to a maximum of 96 hours per fiscal year with an accumulation of 2880 hours of sick leave credits. As long as at least 720 hours of sick leave are maintained,

the employee will continue to receive the corresponding additional vacation hours. Extra vacation hours are awarded as follows:

Sick Leave Balance	Extra Vacation Hours
720 Hours	24 Hours
1440 Hours	48 Hours
2160 Hours	72 Hours
2880 Hours	96 Hours

Upon verification and notification by the Human Resources Department, each employee who has accumulated the required amount of sick leave hours as of December 31st of the end of the fiscal year will be credited the extra vacation day(s) which may be taken the following year.

ARTICLE TWELVE

PERSONAL LEAVE

The City agrees to allow members of the Association 48 hours per year, with pay, to use as personal time. Association Members hired July 1st and after of the fiscal year will receive 24 hours of personal leave. Both parties agree that members of the Association, with the approval of the shift officer in charge, may use personal time in one (1) hour increments provided that there are sufficient firefighters remaining on shift to meet the minimum manning requirements as set forth earlier in this agreement, except in time of immediate family emergency. An employee who takes a personal day off, which is also a listed holiday, will receive 24 hours of personal day pay only. No holiday pay will be paid.

ARTICLE THIRTEEN

BEREAVEMENT LEAVE

Upon request, an Association member will be granted up to two (2) days leave per occurrence with pay, when a death occurs in the member's immediate family. Immediate family is defined as: the employee's mother, father, stepparents, grandparents, grandchildren, sister, brother, spouse, children, stepchildren, the same relative of a spouse; any other relative actually living in the same household; or any other individual who was the legal guardian of the employee. The shift after the funeral will be the last day Bereavement leave will be granted.

An employee granted bereavement leave shall receive twenty-four (24) hours pay at the normal hourly rate for each day of bereavement leave taken. No bereavement will be paid if the funeral falls on a holiday, vacation day, scheduled day off, if the employee is on leave of absence, or if the employee is on layoff.

The City must be notified immediately of a death in the family and the extent of the expected absence. Requests for additional days of bereavement leave may be forwarded to the City Manager for consideration. The request should contain information on the number of and necessity for additional days and reasons why use of Personal Leave and/or Vacation cannot meet the individual's needs.

ARTICLE FOURTEEN

INJURY LEAVE

If an employee is injured on the job and is unable to work, the City will grant the employee Injury Leave with pay for up to seven (7) calendar days. If an investigation of the accident is necessary, the employee will be charged sick leave until the investigation is complete. If the investigation verifies that the accident occurred on the job the absence will be converted from sick leave to injury leave. The employee will be credited the used sick leave.

To insure that a proper determination can be made for the leave days charged, the City will require a statement from a licensed physician attesting to the extent of the injury.

Should an on-the-job injury incapacitate a member for more than seven (7) calendar days, the member will be eligible for worker's compensation whenever the member is eligible. If the member elects to take worker's compensation exclusively, the member will be placed in a leave of absence status and receive no pay from the City. However, the member may elect to take a combination of worker's compensation and sick leave, so that the compensation the member receives will be the same as would normally be received while working. If the member desires to use sick leave in this manner, a written statement from the member is required.

When worker's compensation benefits are paid to the employee for these first seven (7) days the City will be reimbursed by the employee. In order to maintain any deductions, the employee will need to make arrangements with the Human Resources Department to pay the necessary deduction amounts while on Worker's Compensation leave.

ARTICLE FIFTEEN

FAMILY MEDICAL LEAVE

All Members are covered by the City of Junction City's Personnel Policies & Guidelines Book dated January 20, 2009 Maternity Leave Policy (Section 8.5) and Family Medical Leave Policy (Section 8.6).

ARTICLE SIXTEEN

WAGES

Section 1: Salaries

Appendix A attached hereto and made part hereof contains classifications and annual (2920 hours) salaries.

Section 2: Overtime Call Back

In the event that a need for Call Back occurs in the Fire Department, overtime shall accrue to members of the Bargaining Unit, and shall be voluntary. The employee shall be paid at the rate of time and one-half for a minimum of two (2) hours for each occurrence of time worked in excess of his regularly scheduled hours of work.

Section 3: Working Out-of-Classification

When an employee is required to accept responsibilities and carry out the duties of an Engineer, Captain, or a Battalion Chief for a period of one or more consecutive hours, the employee shall be paid as described in the succeeding paragraph of this section.

Compensation for working out-of-classification shall be at the following rates above the employee's normal hourly rate of pay:

Firefighter serving as Acting Engineer - \$1.50 per hour

Firefighter serving as Acting Captain -\$2.50 per hour

Engineer serving as Acting Captain - \$2.50 per hour

Captain serving as Acting Battalion Chief – \$2.50 per hour

Section 4: Final Pay

Upon departure association members, will be allowed to cash in up to a maximum of 480 hours of their vacation pay. In addition, upon retirement association members may cash in up to a maximum of 480 hours of sick pay.

Section 5: Longevity Pay

In December of each year, Association Members will receive longevity pay. Each member will receive \$4.00 for each month over five (5) years of service.

For example, for someone who has nine (9) year of service, he/she will receive \$432.00.
(9 years x 12 month in a year x \$4.00 = \$432.00)

Section 6: Field Training Officer

When a Firefighter/EMT, Firefighter/AEMT, or Firefighter/Paramedic is assigned to training new hires during their initial Emergency Medical Services training period, they will be considered Field Training Officers.

During the training of new hires, the FTO will be compensated at a rate of \$1.00 per hour over the employee's normal hourly rate of pay. Proctoring ride-a-long EMT students qualifies for the FTO pay.

ARTICLE SEVENTEEN BENEFITS

Section 1: Health Insurance

The City shall provide a group hospitalization, medical and major medical plan to all Association members covered by this agreement.

The City retains the right to assess a portion of single coverage to all members requesting such coverage. Members shall have the option of electing family plan coverage. The member shall be responsible for the designated cost of the single coverage if assessed by the City and the cost of the family coverage.

The City retains the authority to define group health insurance coverage and carrier to maintain a cost-effective program; however, the City agrees to notify the Association, in advance and to the extent possible based on the timing of the information being received from the carrier, of any benefit change to such health insurance coverage.

Upon retirement from the Junction City Fire Department, the employee can remain in the employer's group health plan until he or she reaches the required age for Medicare, provided that the employee pays 100% of the cost for the coverage and service fees not to exceed 2% of the total cost. As used in this section, "RETIRED" means any employee who has terminated employment and has met the requirements of the Kansas Police and Fire Retirement System for either Tier I or Tier II. Coverage will cease to be made available upon (1) the retired employee attaining the required age for Medicare, (2) the retired employee failing to make required premium payments on a timely basis, or (3) the retired employee becoming covered or becoming eligible to be covered under a plan of another employer.

Section 2: Dental Benefits

The City shall provide a group dental plan. The employer will pay 100% of the employee dental benefit premium. The employee shall pay 50% of the dependent premium with the City paying the other 50%. The City retains the right to assess a portion of single coverage and/or all of the family portion to all members requesting such coverage.

As stated above, the City retains the authority to define dental insurance coverage and carrier and will notify the Association, in advance and to the extent possible based on the timing of information being received from the carrier, of any benefit change to such dental insurance coverage.

Section 3: Life Insurance

Members of the Association are eligible for a term life insurance policy in the amount of \$20,000 with premiums paid fully by the City.

Section 4: Worker's Compensation

Association members are insured by the City against accidents on the job through Worker's Compensation Insurance. This means that should a member be injured on-the-job or contract an occupational disease, the member will receive compensation. A member may choose the option of taking sick leave, if available, or worker's compensation benefits. If the member elects to take worker's compensation exclusively, the member will be placed in a leave of absence status and receive no pay from the City. However, the member may elect to take a combination of worker's compensation and sick leave as defined in Article Fourteen.

Section 5: Station Wear

Station wear shall be bought and maintained by the City. Station wear includes uniform shirts, uniform pants, and uniform job shirts.

Each year a \$200 clothing allowance will be paid to those association members not in an initial probationary status. This allowance will reimburse association members for clothing and gear purchased for the use on the job as approved by the Fire Chief.

Section 6: NFPA 1582 Physicals

The City shall provide an NFPA 1582 Physical to all Association members once per year. Both parties are still working on this issue. We will continue discussions.

ARTICLE EIGHTEEN

MISCELLANEOUS PROVISIONS

Section 1: Agreement Costs

The City agrees to scan the approved and ratified Agreement to the G drive. All members will have access to make copies as they deem necessary.

Section 2: Civil Leave

Civil Leave with pay will be granted to employees while performing emergency civilian duty connected with civil defense, jury duty, or appearing in Court as a subpoenaed witness. Employees who receive a check for jury duty are allowed to keep the check.

Employees will be granted time off to vote, if the polls are not open at least two hours before or two hours after their scheduled hours of work.

If an employee is involved in a personal lawsuit or court case as plaintiff or as defendant and the action is not related to their duties with the City, the employee may, at the discretion of the Department Head or City Manager, take leave without pay or elect to use vacation or personal leave.

Section 3: Anti-harassment Provision

All Association Members are covered by the City's Anti-harassment policy as defined in Section 10.11 Anti-Harassment in the Personnel Policies and Guidelines Book dated January 20, 2009.

Section 4: Duties

During the first year of employment as Firefighter/EMTs said personnel shall:

- A. Successfully complete necessary certification for Firefighter I designation.
- B. Participate in a probationary training program to orient them to fire suppression and emergency medical service equipment and techniques.

The following details the assignment and scheduling for Ambulance Technician duty:

- A. The least senior members per Station will **ROTATE** the primary ambulance technician duties. Any time a new member is hired, their primary role will be ambulance technician duties.

Assignments will be made by the Station Captain as to what job members will be assigned that day.

- B. If an EMT-P is not assigned to ambulance technician duty on a given day, an EMT-P may be assigned to respond to any ambulance call.
- C. When an EMT-P is promoted to the position of Captain, he or she will perform the duties of Captain and an EMT-P until the vacant an EMT-P position is filled. As a last resort, the Captain will fulfill an EMT-P duties.
- D. When an EMT-P is promoted to the position of Engineer or Captain, he or she will primarily perform the duties of Engineer or Captain. When necessary, the Engineer or Captain will fulfill an EMT-P duties.

Section 5: Drug and Alcohol Testing

All Members are subjected to the City of Junction City's Drug and Alcohol Testing Policy, Policy Resolution #03-04, dated November 18, 2003. Drug and alcohol testing of members will occur between the hours of 8 a.m. and 6 p.m. at either Fire Station.

ARTICLE NINETEEN GRIEVANCE PROCEDURES

Section 1: General Statement

It is the policy of the City of Junction City that any regular employee should have the right to air valid complaints and/or concerns regarding matters affecting his/her employment which (s) he considers unjust.

When a question exists as to whether or not a particular matter is covered by the grievance policy, final judgment will rest with the City Manager. A grievance claim will be denied when the grievance concerns City Commission policies, except those related to rules of conduct; ordinances; or statutes; pertains to matters in which the grieved has no direct interest; or when the City Manager has good reason to believe that a grievance has been brought in bad faith or for inappropriate reasons. Grievance procedures will always be followed when the matter affecting employment involves a liberty interest of the employee.

In the event of a grievance arising from the interpretation (by the IAFF Local 3309 Executive Board, City Manager, and/or Fire Chief) or application of the contract or discharge, the grievance shall be processed through the grievance procedure in accordance with the terms herein. An impasse in any negotiations for any Contract or mutually agreed upon amendment, alteration, change, or addition shall not constitute a grievance.

Where a matter within the scope of this grievance procedure is alleged to be both a grievance and a prohibited practice under the jurisdiction of the Public Employee Relations Board, the employee may pursue the matter under either the grievance procedure herein provided or by action before the Public Employee Relations Board.

Section 2: Definitions

- A. **Grievance:** A complaint filed by a regular employee in response to action(s) of the employee's Supervisor involving interpretation or application of rules and regulations, suspension, demotion, and/or dismissal. Grievances founded in allegations of discrimination should follow the procedure outlined in Section 4: herein.
- B. **Liberty Interest:** A liberty interest is that interest an employee has in his/her employment which can be adversely affected by an allegation of misconduct which, if publicized, could negatively impact on the employee's standing or reputation within the community concerning the employee's good name, honesty, honor or integrity and which could affect the employee's freedom or ability to obtain other employment.
- C. **Arbitration:** A grievance arising from an interpretation or application of the contract or discharge.

Section 3: Grievance Procedure

It is the desire of the City to adjust grievances informally (i.e., not necessarily in writing) and both Supervisor and employee are expected to make every effort to resolve problems when they arise. The foregoing procedures of direct communications and discussion should result in a full disclosure of facts and a fair and speedy resolution to most complaints arising out of day-to-day City operations.

- A. **Step Number 1.** Any employee who believes they have a grievance shall, within a period of seven (7) calendar days, after the date of action, submit their grievance in writing to the immediate supervisor of the individual being grieved. The alleged grievance shall include the following information:
 - 1. Name of grievant.
 - 2. Date of occurrence giving rise to the grievance.
 - 3. Specific statement of actual grievance including all relevant facts, supporting documentation, witness statements, etc.
 - 4. The relief sought.

5. Signature of grievant.
6. Date filed.

The grievance shall be in a sealed and signed envelope and given to the immediate supervisor who shall give a written answer to the employee within fourteen (14) calendar days of receipt of the grievance.

No grievances shall be entertained or processed unless filed within the time limits, and according to the guidelines set forth in this agreement. If a grievance is not appealed within the time limits, it shall be deemed settled on the basis of the last answer by the City. If the City fails to provide an answer within the limits so provided, the employee may immediately appeal to the next step in the procedure. The parties may mutually agree in writing to extend any time limits.

- B. Step Number 2.** If the employee disagrees with the decision of the, immediate supervisor the employee may forward the grievance in writing to the Fire Chief within seven (7) calendar days of receipt of the immediate supervisors written response. The Fire Chief shall obtain relevant information from the grievant and parties grieved and make careful inquiry into the facts and circumstances of the grievance. The Fire Chief shall inform the employee of a decision and reasons therefore in writing within fourteen (14) calendar days of receipt of the employee's grievance.
- C. Step Number 3.** If, after receiving the Fire Chief's written response, the employee still feels aggrieved, (s) the employee may forward a written appeal to the City Manager within seven (7) calendar days. If the disciplinary action taken or approved by the Fire Chief does not amount to termination of employment, the City Manager, after reviewing all relevant information, shall make his/her decision and notify the employee and the Fire Chief. The City Manager shall inform the employee of a decision and reasons therefore in writing within fourteen (14) calendar days of receipt of the employee's grievance. This decision is final unless the complaint meets the standards set forth in Step Number 4 (Arbitration).
- D. Step Number 4.** Arbitration: Disputes that arise with respect to the interpretation of this Memorandum or discharge appeals from Step 3, may be settled by arbitration. Arbitration may be requested by the Union or the Department in the following manner:
1. Notice in writing of intent to arbitrate shall be delivered by the party seeking arbitration to the opposing party within seven (7) calendar days following the decision of Step 3 above. The

notice shall set forth the interpretation or construction or the discipline being appealed. If notice of intent to arbitrate is not delivered within seven (7) calendar days, the dispute shall be deemed abandoned.

2. The parties shall agree to the selection and appointment of one (1) standing arbitrator to serve for the duration of the contract. Should the standing arbitrator not be available, the parties may select an alternate arbitrator by mutual agreement from a panel not to exceed five (5) arbitrators that have been mutually agreed to by the City and Union.
3. The parties shall within a reasonable amount of time, not to exceed fourteen (14) calendar days, alternately and independently strike unacceptable arbitrators from the established list with the last remaining arbitrator being selected.
4. The jurisdiction and authority of the arbitrator shall be bound by the following:
 - a. The arbitrator shall have the authority to determine the procedural rules of arbitration, and shall have the ability to make such binding orders as are necessary to enable him/her to act effectively. The arbitrator shall observe the rules of evidence, and his/her decision shall be final and binding on both parties except as set forth in Step 4.
 - b. The arbitrator shall have no authority to substitute his/her judgment for that of the management of the City, nor shall he/she have the authority to usurp, subtract from, modify, or exercise any management right of the City.
 - c. The decision of the arbitrator shall be based on the evidence presented to him/her by the parties in the presence of each other and upon the specific language of this Contract.
 - d. The arbitrator may hear only one issue at a time.
 - e. The arbitrator shall have no power to add to, or subtract from or modify any of the terms of this Contract.
 - f. In discipline or discharge matters, the arbitrator shall have the discretion to modify the discipline imposed.
 - g. The cost of the arbitrator shall be shared equally by the City and the Union.
 - h. The arbitrator shall tape record the proceedings and make a copy of the tape available to both the City and the Union.
 - i. The arbitrator shall render his/her decision within a reasonable time after the hearing is closed or after briefs, if any, are filed.
 - j. If either party is dissatisfied with the decision of the arbitrator, then the aggrieved party may appeal the arbitrator's decision to the District Court of Geary County, Kansas within thirty (30) calendar days of the date of the arbitrator's decision. The Court shall only determine whether the arbitrator's decision was arbitrary capricious and/or unreasonable.

Section 4: Discrimination Grievances

Any employee or applicant claiming to have been discriminated against on the grounds of race, religion, national origin, ancestry, sex, age, disability, or marital status or as outlined in the anti-harassment policy, Section 10.11, may take the following steps in accordance with the City's Affirmative Action Plan for Equal Employment Opportunity.

- a. The grievance shall be submitted in writing, specifying that the individual is filing a Discrimination Grievance, to the City Manager for review and follow-up action. The City recommends that all City employees utilize this procedure prior to submitting complaints to outside agencies.
- b. The City Manager (or his designee) will review and take action within thirty (30) working days of receipt of the grievance.

ARTICLE TWENTY PREVAILING RIGHTS

The parties acknowledge that during the negotiations which resulted in this agreement, each had the unlimited right and opportunity to make proposals with respect to any and all subjects or matters not removed by law from the area of collective bargaining. The complete understandings and agreements arrived at by both parties after exercise of that right and opportunity are set forth in this agreement.

The City and Fire Department written policies and rules and regulations are not included in this agreement, and may be changed from time to time, but shall not be in conflict with this collective bargaining agreement and shall be subject to the grievance procedure. They will continue in force and effect. Nothing included herein shall be construed to conflict with Article Four (Management Rights).

The parties agree that certain other groups of City employees, organized bargaining units, management, non-bargaining units and other bargaining units may from time to time during the life of this agreement receive benefits which differ from those set forth in this agreement. Those benefits will not extend to or be given the members covered in this agreement during its life. The benefits contained in this agreement are unique to this bargaining unit and cannot be expanded or curtailed during the term of this agreement.

ARTICLE TWENTY-ONE SAVINGS CLAUSE

If any provision of this Agreement should be held unlawful by any court of competent jurisdiction, or if compliance with or enforcement of any provisions should be restrained by any tribunal, the remainder of this agreement shall not be affected thereby and the parties shall enter into negotiation for the sole purpose of redrafting a mutually satisfactory replacement for such provision so affected.

Should any change be made in any State or Federal law or regulation, which would be applicable and contrary to any provision herein contained, then such portion of this Agreement shall be automatically terminated, with the party first having knowledge of the change immediately notifying the other party for the purpose of commencing negotiations to redraft a mutually satisfactory replacement for such provision so affected. The remainder of the agreement shall remain in full force and effect.

All practices and conditions not covered by this agreement shall continue to be governed, controlled and interpreted by reference to the City charter, ordinances and rules and regulations consistent with Article Twenty (Prevailing Rights).

ARTICLE TWENTY-TWO SUCCESSORS

This Agreement shall be binding upon the successors and assigns of the parties hereto, and no provisions, terms, or obligations herein, contained shall be affected, modified, altered, or changed in any respect whatsoever by the consolidation, merger, annexation, transfer or assignment of either party hereto, or by any change geographically or otherwise in the location or place of business of either party.

ARTICLE TWENTY-THREE PROMOTIONAL PROCESS AND PROCEDURE

When a position of rank becomes open, announcement of promotional exams shall be posted in each Junction City fire station ninety (90) days prior to the exam. Any eligible member shall be required to submit a written declaration of intent, stating whether he or she intends to compete in the promotional process. The declaration of intent must be returned to the Fire Chief no later than ten (10) calendar days after the notice of exam is posted. Members who fail to declare in writing within the time limit will not be permitted to compete.

All examinations shall be impartial and shall relate to those matters which test fairly the candidate to discharge the duties of the position to be filled. Eligibility for promotion shall be met on or before the date of the test.

The following are the minimum requirements preferred for the eligibility of promotion to the position of Fire Engineer, Fire Captain, and Fire Battalion Chief.

Engineer (Driver Operator): Seven (7) years of service with the JCFD and met the minimum professional standards for NFPA 1002: Standard for Fire Apparatus Driver/Operator and Aerial Professional Qualifications.

Fire Captain: Ten (10) years of service with the JCFD, and/or One (1) complete year in the position of Engineer in the JCFD and met the minimum professional standards for NFPA 1021: Standard for Fire Officer Professional Qualifications Level I.

Fire Battalion Chief: One (1) year of service in the position of Fire Captain in the JCFD and met the minimum professional standards for NFPA 1021: Standard for Fire Officer Professional Qualifications Fire Officer II

The promotional process for Engineer, Captain, and Battalion Chief will be comprised of the following:

Written Exam	33.3%
Oral Interview	33.3%
Assessment	33.4%
Total	100%

Examination materials shall consist of matters relating directly to the fire service and the JCFD. All material must be compiled and available in a single folder on the J Drive. The list of materials shall include the following:

JCFD Policies Procedures & Guidelines

Needed written study materials applicable to the rank the member will be assessing for promotion as provided on the initial opening announcement.

Certification Credit

Any member participating in the promotional exam shall be awarded credit for any certifications he or she currently possess. The minimum acceptable for credit must meet the established NFPA standard for the level of training. The recognized certifications for Paramedic and AEMT shall be National Registry and/or State of Kansas Board of EMS.

The certification credit would be as follows:

Incident Safety Officer	.5 added to final score
Driver/Operator Pumper	.5 added to final score
Driver/Operator Aerial	.5 added to final score

Fire Instructor 1	.5 added to final score
Fire Instructor 2	or 1.0 added to final score
Fire Officer 1	.5 added to final score
Fire Officer 2	or 1.0 added to final score
Fire Inspector 1	.5 added to final score
Fire Inspector 2	or 1.0 added to final score
HAZMAT OPS	.5 added to final score
HAZMAT Tech	or 1.0 added to final score
AEMT	.5 added to final score
Paramedic	1.0 added to final score

Education Credit

Any member participating in the promotional exam shall also be awarded credit for possessing accredited formal education. This credit shall be from a recognized accredited university or college. The total Education Credit will not exceed 1 point.

The Education Credit would be as follows:

(Related Field: Fire Science, Fire Service Management, Fire Protection Technology, Emergency Management, Emergency Medical Services, Business Management, etc.)

Associates Degree (Related Field)	.5 added to final score
Bachelor's/Master's Degree (Related Field)	1.0 added to final score

National Fire Academy

Executive Fire Officer	1.5 added to final score
Managing Officer Program	1.0 added to final score
Leadership in Supervision	0.5 added to final score
Management of Emergency Medical Services	0.5 added to final score

Years of Service Award

Any member participating in the promotional exam shall also be awarded credit for Years of Service with the JCFD. The Years of Service Award would be as follows:

0.1 Added to final score for every completed year of service with the JCFD at the time of exam posting.

Assessment and Interview Panels:

The Fire Engineer position assessment panels will include but not be limited to a panel selected by the Fire Chief consisting of current Company Officers and Engineers from the department or a department of similar size or larger and that have supervisory and administrative responsibilities equal to that of a Fire Engineer.

The Fire Captain position panel will include but not be limited to a panel selected by the Fire Chief consisting of current Fire Captains from career departments of similar size or larger, private sector human resource personnel, or other external governmental professionals with supervisory and administrative responsibilities equal to or more than that of a Fire Captain.

Fire Battalion Chief position panels will include but not be limited to a panel selected by the Fire Chief consisting of current Fire Battalion Chiefs Fire Captains and Chief Officers from career departments of similar size or larger, and other external governmental professionals with supervisory and administrative responsibilities equal to or more than that of a Fire Battalion Chief.

Eligibility List

The candidate with the highest total score will be awarded the position. An eligibility list will be compiled of all the candidate scores and be kept for one (1) calendar year. The Fire Chief will make final scores available to the candidates after the examination process is completed.

Vacancy

The Fire Chief shall promote for the position of Fire Engineer, Fire Captain, and/or Fire Battalion Chief within thirty (30) days of official vacancy.

ARTICLE TWENTY-FOUR

TRAINING AND NON-EMERGENCY WORK

- A. Training and non-emergency work will primarily be conducted Monday through Friday between the hours of 0800 and 1700 hours with exceptions for public events or commitments as approved by the Fire Chief.
- B. The following principles shall govern all training and non-emergency work:
 - 1. Training schedules outlining all training events as with the Job Performance Requirements (JPR's) stated will be posted.
 - 2. Regular training time will be scheduled for Thursdays or as reasonably as possible.
 - 3. Non-emergency work will be scheduled so as not to conflict with scheduled training.
 - 4. Training, when possible, will be hands-on and conducted on or with the equipment used by the

Junction City Fire/EMS Service. Variances from this principle will be approved by the Fire Chief.

5. Deviation from the posted training schedule may be approved by the Fire Chief
 6. Those members of the bargaining unit who fail to meet the STANDARDS will be provided additional training opportunities. Training will not exceed the normal duty day.
 7. The principle in paragraph 6 above is applicable to all collective training.
- C. Morning station cleanup and apparatus readiness checks will be the only non-emergency work required on weekends and holidays or holiday status.
- D. Bargaining unit members will perform necessary repairs as required in the course of their shifts to mechanically disabled department apparatus (pumpers, ladder, squad, and ambulances) to ready said apparatus for service provided the personnel have the ability to effect the repairs.

ARTICLE TWENTY FIVE

MEMORANDUM

Memorandums/Notices/Orders written by the City of Junction City or JCFD Fire Chief staff that effects the members of IAFF Local #3309, the Fire Chief will provide a copy of the memorandum to the Secretary of Local #3309 at no cost.

ARTICLE TWENTY-SIX

FIREFIGHTER PROGRESSION PROGRAM

The Firefighter Progression Program establishes a progressive training program to enhance the technical and tactical proficiency of Junction City Fire Fighters. All New Hire Firefighters will strive to attain award of Firefighter Level II and EMT-Advanced.

This program strives to mirror the Promotional Process and Qualification Credit Program to help prepare our firefighters for promotion to the ranks of Fire Engineer, Fire and Captain. The Junction City Fire Department will strive to provide these fire training courses in-house as needed to maintain the skill and competency for all members at every skill level.

Any member participating in the promotional exam shall be awarded credit for any certifications he or she currently possess. The minimum acceptable for credit must meet the established NFPA standard for the level of training. The recognized certifications for Paramedic and AEMT shall be National Registry and/or State of Kansas Board of EMS.

Section 1: Firefighter Progression Program Pay

The City agrees to institute the following proficiency pay table in support of the Fire Fighter Progression (FFP) training and certification program of this Agreement. As Firefighters earn certifications in each leg of the FFP Program they will be awarded the following proficiency bonus sums to their hourly wages providing the required hours for competence/continuing education are maintained per year.

Progression pay for each line item is not inclusive it is based on the highest level of qualification for compensation.

NFPA Course	Program Pay	Required Continuing Education
Fire Officer I	.05¢ Per Hour	12hrs per year
Fire Officer II	.10¢ Per Hour	12hrs per year
HAZMAT Technician	.05¢ Per Hour	12hrs per year
Rescue Technician	.05¢ Per Hour	12hrs per year
KS Forestry Red Card	.05¢ Per Hour	12hrs per year
Fire Instructor I	.05¢ Per Hour	12hrs per year
Fire Instructor II	.10¢ Per Hour	12hrs per year
Fire Inspector I	.05¢ Per Hour	12hrs per year
Fire Inspector II	.10¢ Per Hour	18hrs per year
Fire Investigator CFI I	.10¢ Per Hour	AS required by the State of KS

Compensation for a Degree shall be related to the initial degree at the highest level not multiple Degrees.

Associated Degree Fire/EMS/EMA/Business/Management	.05¢ Per Hour
Bachelor Degree Fire/EMS/EMA/Business/Management	.10¢ Per Hour

ARTICLE TWENTY-SEVEN CITY POLICIES

When a City policy or an Article in the City of Junction City Human Resources Policy Manual changes that affects the bargaining unit members, and this Agreement, the City will submit the policy to the IAFF Local 3309 Executive Board. The IAFF Local 3309 Executive Board will have 30 days to review the policy or Article. In this 30 days, the IAFF Local 3309 Executive Board will have the opportunity to negotiate changes before the policy is put in place.

ARTICLE TWENTY-EIGHT DAILY WORK SCHEDULE

0700 – 0800 Allowed Relief of Personnel

0800 – 0815 Roll Call: Assignments of duties to crew.
0815 – 1000 Apparatus readiness checks and station cleanup assignment.
1000 – 1200 Physical Fitness training personal hygiene.
1200 – 1300 Lunch
1300 – 1700 Work and/or Daily Duties
1700 – 0800 Standby duty

DAILY DUTY ASSIGNMENTS/NON-EMERGENCY WORK

Monday Outside yard, upstairs and downstairs windows, upstairs area, stove, refrigerator, bedroom and bathroom.
Tuesday Weekly Fire apparatus check, chassis and all on board equipment. No non-emergency work.
Wednesday Weekly Ambulance apparatus check, chassis and all on board equipment. No non-emergency work.
Thursday Scheduled Training
Friday Clean all stall floors, shop, and training area.
Saturday Apparatus readiness checks, station cleanup. Standby until 0800 shift change.
Sunday Apparatus readiness checks, station cleanup. Standby until 0800 shift change.

The above schedule may be adapted to fulfill JCFD Department obligations as necessary. When daily physical fitness is completed, other duties may be performed during the scheduled physical fitness. Further assignments may be completed at any time, as long as the regularly scheduled tasks are completed during the scheduled time slot.

ARTICLE TWENTY-NINE SICK LEAVE DONATION PROGRAM

If the situation arises where an IAFF Local 3309 Association member is sick or injured, and runs out of sick leave before they are cleared by a doctor to return to work. The City Manager may approve the transfer of sick leave from the account of one IAFF member to another. After that member, has met the requirements of this program, any Local 3309 member may transfer sick leave from their account to the sick or injured members' account.

The member must have exhausted all sick leave hours before a sick leave donation request can be made. Requests for this sick leave donation action will include the following:

- A detailed explanation of the situation of need and
- A physician's certificate stating the Association member is off from work, and
- The expected employment status of the recipient after the leave is used, and
- The signature of both Association members.

The request will be submitted to the Fire Chief for approval and then forwarded to the City Manager for approval. The Association member may receive up to 1,460 hours of donated sick leave. In the event that additional sick time is needed, the sick or injured member may submit a request with an explanation of how much more time is needed, and the reason the additional time is needed.

A physician's certificate must accompany this request. Association member's signatures are required for any additional donated sick leave. The additional request will be submitted to the Fire Chief for approval and then forwarded to the City Manager for approval.

Sick leave hours will be transferred as they are needed by the receiving Association member(s) and will be transferred in the order of donation as provided on the request. If the Association member receiving the sick leave donation is terminated, retires from employment, or returns to active duty, the unused hours of sick leave will be returned to the account of the donating Association member. Unused donated sick leave will not be cashed-in upon employment termination. This program will be reviewed as needed or annually, whichever is appropriate.

ARTICLE THIRTY

APPENDICES AND AMENDMENTS

All appendices and amendments of this agreement shall be numbered or lettered, dated and signed by the responsible parties and shall be subject to all the provisions of this agreement.

ARTICLE THIRTY-ONE

APPROVAL

It is agreed by and between the City Manager and the Association that this Memorandum of Agreement shall be submitted to the City Commission for review and the provisions of the Agreement be implemented and become effective at 0001 hours, December 26, 2022 and shall remain in effect to 2400 hours, December 21, 2025.

If notice to modify or amend is given, it shall contain a statement of modifications desired.

In Witness, Thereof, the parties hereto have set their hands this _____ day of _____, 2022.

FOR THE CITY:

FOR THE ASSOCIATION:

Allen Dinkel
City Manager

Matt Jackson
President

This agreement was approved by the Honorable Board of City Commissioners this _____ day of _____, 2022.

Jeff Underhill, Mayor

ATTEST:

Tammy Melton, City Clerk

APPENDIX A

SALARY SCHEDULE

Members of the unit shall be paid at the following hourly rates, as determined by their respective anniversary dates of employment and rank.

Years	FF 2023	FF 2024	FF 2025	ENG 2023	ENG 2024	ENG 2025	CPT 2023	CPT 2024	CPT 2025
<1	\$ 10.77	\$ 11.31	\$ 11.88						
1	\$ 11.00	\$ 11.55	\$ 12.13						
2	\$ 11.22	\$ 11.79	\$ 12.38						
3	\$ 11.46	\$ 12.03	\$ 12.63						
4	\$ 11.70	\$ 12.28	\$ 12.90						
5	\$ 12.35	\$ 12.97	\$ 13.61						
6	\$ 12.51	\$ 13.13	\$ 13.79						
7	\$ 12.67	\$ 13.31	\$ 13.97	\$ 15.56	\$ 16.34	\$ 17.16			
8	\$ 12.81	\$ 13.45	\$ 14.12	\$ 15.70	\$ 16.48	\$ 17.31	\$ 18.59	\$ 19.51	\$ 20.49
9	\$ 12.97	\$ 13.62	\$ 14.30	\$ 15.84	\$ 16.64	\$ 17.47	\$ 18.73	\$ 19.67	\$ 20.65
10	\$ 13.11	\$ 13.77	\$ 14.46	\$ 16.00	\$ 16.80	\$ 17.64	\$ 18.89	\$ 19.83	\$ 20.83
11	\$ 13.24	\$ 13.90	\$ 14.60	\$ 16.13	\$ 16.93	\$ 17.78	\$ 19.02	\$ 19.97	\$ 20.96
12	\$ 13.39	\$ 14.06	\$ 14.76	\$ 16.28	\$ 17.09	\$ 17.94	\$ 19.15	\$ 20.11	\$ 21.12
13	\$ 13.50	\$ 14.18	\$ 14.89	\$ 16.39	\$ 17.21	\$ 18.07	\$ 19.28	\$ 20.24	\$ 21.25
14	\$ 13.69	\$ 14.38	\$ 15.10	\$ 16.57	\$ 17.40	\$ 18.27	\$ 19.46	\$ 20.43	\$ 21.45
15	\$ 13.80	\$ 14.49	\$ 15.21	\$ 16.68	\$ 17.52	\$ 18.39	\$ 19.56	\$ 20.54	\$ 21.57
16	\$ 13.92	\$ 14.62	\$ 15.35	\$ 16.81	\$ 17.65	\$ 18.53	\$ 19.70	\$ 20.68	\$ 21.72
17	\$ 14.10	\$ 14.81	\$ 15.55	\$ 16.98	\$ 17.83	\$ 18.72	\$ 19.87	\$ 20.86	\$ 21.90
18	\$ 14.26	\$ 14.97	\$ 15.72	\$ 17.15	\$ 18.00	\$ 18.90	\$ 20.03	\$ 21.04	\$ 22.09
19	\$ 14.41	\$ 15.13	\$ 15.88	\$ 17.28	\$ 18.15	\$ 19.05	\$ 20.17	\$ 21.18	\$ 22.24
20	\$ 14.57	\$ 15.30	\$ 16.07	\$ 17.46	\$ 18.33	\$ 19.25	\$ 20.34	\$ 21.36	\$ 22.42
21	\$ 14.78	\$ 15.52	\$ 16.30	\$ 17.66	\$ 18.54	\$ 19.47	\$ 20.55	\$ 21.58	\$ 22.65
22	\$ 14.92	\$ 15.67	\$ 16.45	\$ 17.81	\$ 18.70	\$ 19.63	\$ 20.69	\$ 21.72	\$ 22.81
23	\$ 15.06	\$ 15.81	\$ 16.60	\$ 17.94	\$ 18.84	\$ 19.78	\$ 20.83	\$ 21.87	\$ 22.97
24	\$ 15.24	\$ 16.00	\$ 16.80	\$ 18.12	\$ 19.03	\$ 19.98	\$ 21.00	\$ 22.05	\$ 23.15
25	\$ 15.39	\$ 16.16	\$ 16.97	\$ 18.28	\$ 19.19	\$ 20.15	\$ 21.17	\$ 22.23	\$ 23.34
26	\$ 15.53	\$ 16.31	\$ 17.12	\$ 18.41	\$ 19.33	\$ 20.29	\$ 21.29	\$ 22.36	\$ 23.48
27	\$ 15.69	\$ 16.47	\$ 17.29	\$ 18.57	\$ 19.50	\$ 20.48	\$ 21.45	\$ 22.52	\$ 23.65
28	\$ 15.84	\$ 16.64	\$ 17.47	\$ 18.73	\$ 19.67	\$ 20.65	\$ 21.62	\$ 22.70	\$ 23.84
29	\$ 16.04	\$ 16.85	\$ 17.69	\$ 18.93	\$ 19.88	\$ 20.87	\$ 21.81	\$ 22.90	\$ 24.04
30	\$ 16.25	\$ 17.07	\$ 17.92	\$ 19.13	\$ 20.09	\$ 21.09	\$ 22.02	\$ 23.12	\$ 24.28
31	\$ 16.38	\$ 17.20	\$ 18.06	\$ 19.27	\$ 20.23	\$ 21.24	\$ 22.14	\$ 23.25	\$ 24.41
32	\$ 16.57	\$ 17.40	\$ 18.27	\$ 19.46	\$ 20.43	\$ 21.45	\$ 22.34	\$ 23.46	\$ 24.63
33	\$ 16.77	\$ 17.61	\$ 18.49	\$ 19.66	\$ 20.64	\$ 21.67	\$ 22.54	\$ 23.67	\$ 24.85
34	\$ 16.97	\$ 17.82	\$ 18.71	\$ 19.86	\$ 20.85	\$ 21.89	\$ 22.74	\$ 23.88	\$ 25.07
35	\$ 17.17	\$ 18.03	\$ 18.93	\$ 20.06	\$ 21.06	\$ 22.11	\$ 22.94	\$ 24.09	\$ 25.29
36	\$ 17.38	\$ 18.25	\$ 19.16	\$ 20.27	\$ 21.28	\$ 22.34	\$ 23.15	\$ 24.31	\$ 25.53

APPENDIX A.1

SALARY SCHEDULE

EMT SALARIES

Members of the unit shall be paid at the following hourly rates, as determined by their respective level of certification.

This pay plan will be effective December 26, 2022.

The Kansas Certified Training Officer for each shift will receive \$0.50 per hour.

2023		2024		2025	
EMT	\$4.71	EMT	\$5.09	EMT	5.49
AEMT	\$6.38	AEMT	\$6.89	AEMT	7.44
Paramedic	\$7.99	Paramedic	\$8.63	Paramedic	9.32

Understanding of Intent

The Junction City Fire Department will hire three (3) additional firefighters in 2023, extending the shifts to 17 firefighters/shift. An additional firefighter will be hired in 2024, and 2 more firefighters will be hired in 2025. Taking each shift to 18 firefighters/shift. The intent is to have the additional firefighters hired by July of each year to maintain 18 firefighters/shift thereafter.

Junction City Fire Department Policy

Title: Responder Employee Assistance Program (REAP)

1. Purpose

REAP is a non-disciplinary program that provides services and support to department members who may present an “at-risk behavior”, **or** is seeking mental health treatment.

2. Scope

The scope of this policy applies to all department members and employees.

3. Policy

The Responder Employee Assistance Program (REAP) is a non-disciplinary program that provides services and support to department members who may present an “at-risk behavior”, **or** is seeking mental health treatment. Regardless of the need, every department member should feel secure in their career and seek the services of the wellness program without fear, in hopes of becoming healthy and more productive in their personal and professional life. Confidentiality is key to the success of this program. Every visit is protected by HIPPA laws and regulations, and the Department nor the City will get information from the visit. The goal of the program is to make us mentally healthy and fit, not to deem someone “unfit for duty”. In a situation that requires a “fitness for duty”, the intent will be to get the employee healthy and back to work as soon as possible, not to terminate the employee.

REAP closely resembles the City’s current EAP, but will not involve the City’s contracted company Pawnee Mental Health. REAP gives every member of the department and their family the ownership and opportunity in seeking treatment from a network of mental health providers who are trained and vetted in the treatment and care of first responders. The mental health providers have been vetted for first responders, and are listed on the GuardianNet App.

There are two specific ways to process a request for assistance in REAP.

Self-Initiated by the employee:

- Calling for assistance is voluntarily made by the employee or an employee’s family member, as is kept confidential. An employee can utilize REAP for multiple sessions throughout the year, but is limited to six (6) visits per situation. However, in some situations the provider may make a recommendation that further treatment is necessary. In situations that require treatment beyond the limit of six (6) visits will require authorization for funding by the Fire Chief or authorized designee.
- Contact with the mental health provider can be done via the GuardianNet App. Those that do not wish to use the providers on GuardianNet may seek assistance through Pawnee Mental Health.

- Billing for REAP services will be between the provider and the City, Those that seek treatment through Pawnee Mental Health will need to inform Pawnee Mental Health of the billing process.
- Tips and other resources are also available on the GuardianNet App, such as Chaplain Services and PEER support.

Management Referrals:

- In accordance with the City handbook, management may request or refer an employee to seek assistance for an observed workplace behavior or incident. Generally, referrals should be made by an Ops Chief or Fire Chief, and are confidential to a “need to know basis”. Individuals that have concerns for a peer’s behavior should bring those concerns to their supervisor’s attention.
- Members will be able to select a provider form GuardianNet, or will be assigned an appropriate provider based on the need for the referral.
- Members will be **required** to complete basic participation, compliance, and attendance to meet the referral process. A report will be sent to Human Resources and the Fire Chief with updates on participation, attendance, and compliance.
- Billing for referrals will be between the provider and the City.

City of Junction City

City Commission

Agenda Memo

November 30, 2022

From: Jason Lankas, Fire Chief
To: City Commissioners
Subject: Memorandum of Understanding (MOU) with Geary County Fire Department and the Junction City Fire Department (JCFD)

Objective: JCFD desires to enter into a new agreement with Geary County Fire Department for the authorization of automatic aid assistance between fire departments whereby full authority may be exercised by fire departments to send firemen and apparatus beyond the territorial limits which they normally serve. JCFD would respond to but not limited to structure fires, vehicle fires, or potential rescue incidents during events of manmade or natural disasters or other incidents that would require the skills of the JCFD.

Explanation of Issue: The purpose of this Memorandum of Understanding (MOU) is to identify the roles and responsibilities of each party as they relate to the development and deployment of resources. It is deemed to be in the public's best interest for the parties to enter into an agreement for automatic aid assistance, and in order to increase fire defenses and to assure proper fire control, as well as providing reserves needed to assure the community of adequate protection.

Budget Impact: There is no immediate budget impact. All parties agree that participation of each party to this agreement shall assume all costs of salaries, wages, or other compensation for its own personnel that responds for duty under the terms of this agreement and shall also assume all cost involving the use of apparatus, equipment, tools used specifically in response to the request for aid and shall make no charge for such use to the party requesting assistance.

Staff Recommendation: Staff recommends approval of the new Memorandum of Understanding (MOU) with Geary County Fire Department.

Suggested Motion: I move to approve the new Memorandum of Understanding (MOU) with Geary County Fire Department.

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

1. Deny the request
2. Table the request
3. Modify the request

Enclosures:

Memorandum of Understanding (MOU)

AUTOMATIC AID AGREEMENT FOR FIRE PROTETION

Kansas

Geary County

This agreement, made and entered into this 7th day of November, 22 by the Geary County Fire Department, Geary County, Kansas and the City of Junction City Fire Department, Junction City, Geary County, Kansas.

THAT, WHEREAS, the Kansas Legislature did enact into law an act to authorize automatic aid assistance between fire departments whereby full authority may be exercised by fire departments to send firemen and apparatus beyond the territorial limits which they normally serve, said act having been codified as KSA 12-2904.

WHEREAS, the county and city has written automatic aid protocols which is maintained and utilized by the Junction City/Geary County Communications Center and is utilized on all structure fires whereby they simultaneously dispatch the automatic aid departments;

WHEREAS, the purpose of this agreement is to provide each of the parties hereto, through their mutual cooperation, a pre-determined plan; as agreed upon in dispatch protocol, by which each of them render aid to the other in case of any incident to include but not limited to: structure fires, vehicle fires, rescue or potential rescue incidents;

WHEREAS, it is deemed to be in the public interest for the parties hereto to enter into an Agreement for automatic aid assistance, and in order to increase fire defenses and to assure proper fire control, as well as providing reserves needed to assure the community of adequate protection;

AUTOMATIC AID AGREEMENT FOR FIRE PROTETION

WHEREAS, by action of the undersigned officials, this agreement for reciprocal automatic aid assistance was duly authorized;

NOW, THEREFORE, in consideration of the mutual covenants contained herein by and between the parties hereto, it is hereby agreed as follows:

1. To activate the terms of this agreement as herein set forth, due to conflagration, manmade or natural disaster, upon notification that an emergency does, in fact, exist and that aid is needed. The Communications Center will dispatch available apparatus equipment and manpower into action to assist the needed party.
2. It shall be the responsibility of the officer of the fire department of the responding party to determine what equipment and number of personnel that their department can send to the scene while still providing adequate fire protection coverage to their jurisdiction.
3. It shall be the responsibility of the officer of the fire department of the responding party that all personnel responding to the assistance are responsible persons and that the conduct and actions of said personnel shall be the responsibility of the party sending assistance.
4. The party responding to the automatic aid under the terms of this agreement shall assume all liability and responsibility for damage to its own apparatus and/or equipment. The party responding shall also assume all liability and responsibility for any damage caused by its own apparatus while responding to or returning from a specific location.
4. Each party to this agreement shall assume all costs of salaries, wages, bonuses or other compensation for its own personnel that responds for duty under the terms of this

AUTOMATIC AID AGREEMENT FOR FIRE PROTETION

agreement and shall also assume all cost involving the use of apparatus, equipment, tools used specifically in response to the request for aid and shall make no charge for such use to the party requesting assistance.

6. Either party may, at any time, terminate this agreement, through its Board of Commissioners, and upon the serving of a thirty-day written notice to the Board of Commissioners of the other party.
7. When fire department personnel respond pursuant to the agreement, the jurisdiction, authority, rights, privileges, and immunities including coverage under workers compensation laws shall be extended to department personnel during the entire incident until completion.
8. When any party contained in this agreement is providing automatic aid to another party, it is agreed to respond with a minimum of one piece of fire apparatus capable of meeting the known standards as meeting the NFPA 1901 Standards for Automotive Fire Apparatus minimum standards.

AUTOMATIC AID AGREEMENT FOR FIRE PROTECTION

GEARY COUNTY FIRE DEPARTMENT

By: [Signature]
Geary County Commission Chair

11/7/2022
Date

By: [Signature]
Fire Chief

11/7/2022
Date

By: [Signature]
County Clerk

11-7-2022
Date



CITY OF JUNCTION CITY FIRE DEPARTMENT

By: _____
Mayor of the City of Junction City

Date

By: _____
City Manager

Date

By: _____
Fire Chief

Date

By: _____
City Clerk

Date

City of Junction City

City Commission

Agenda Memo

12/06/2022

From: Allen J. Dinkel, City Manager
To: Governing Body
Subject: **City Commissioner Butler Resignation**

Explanation of Issue: Due to his recent election to the Kansas House of Representatives 68th District position, Commissioner Butler has decided to resign as a member of the City Commission effective January 2, 2023.

Even though he was elected by the public, it is good procedure for the Commission to accept the resignation before moving on with choosing a replacement.

Suggested Motion: I move to accept the resignation of Nathan Butler from the City of Junction City, City Commission.

Attachments: Letter of Resignation from Commissioner Butler.

December 1, 2022

Letter of Resignation from the Junction City, City Commission

To: Allen Dinkel, Junction City Manager; Jeff Underhill, Mayor; Junction City Commissioners; and Citizens of Junction City

This letter is to inform the commission and the city of my request to resign from the City Commission, effective close of business, January 2, 2023. The reason from my resignation, is to allow me to devote my time to the position of State Representative for the 68th District, Kansas House of Representatives.

The past three years have allowed me to grow in my understanding of city and local government. This knowledge will prove invaluable as I work with other legislatures to make the 68th District and the State of Kansas a better place to work, play and live.

Thank you for your support over these last three years. I look forward to continued dialogue and cooperation in the future.

Respectfully Submitted,



Nate Butler
Junction City Commissioner

City of Junction City

City Commission

Agenda Memo

12/06/2022

From: Allen J. Dinkel, City Manager
To: Governing Body
Subject: **City Commissioner Appointment**

Explanation of Issue: with the vacancy created by the resignation of Nathan Butler as a City Commissioner, the City Commission will now make an appointment of a person to complete the term which expires on January 1, 2024. Of course, this person could file for re-election in June and be on the ballot next summer and fall if they chose to.

I am not sure how long it has been since a City Commissioner resigned or was not able to complete there term or what process was used to fill the vacancy. Bottomline, there is no set method, and the City Commission has great latitude in making the appointment. The person must be a resident of the City of Junction City and must be a registered voter. All discussion must be done in a public City Commission meeting and there is no legal authority to have this discussion in an Executive Session as it pertains to an elected position.

Unlike County Commission positions, City Commission positions are non-partisan and are not connected with a political party.

There is no policy on how to fill a City Commissioner position for the remainder of term. Some cities I have worked in previously have taken applications and then chose from that group or they just picked a person without this step, and then the governing body approved. I know some communities will interview candidates at a meeting. Again, it is a City Commission decision.

I caution is taking too long of a time to fill the vacancy due to our need to have four governing body members to meet our quorum requirements. Ideally a new City Commissioner would take the oath of office on January 3, 2023, prior to the City Commission meeting and begin serving as a Commissioner immediately.

Other than providing background information, City staff or myself will have no input in this decision of the Governing Body.