January 3, 2023

City Commission Room, 701 N. Jefferson, Junction City KS 66441

Mayor Jeff Underhill
Vice Mayor Pat Landes
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.
   b. Election of Mayor and Vice Mayor. (p.3)
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-26 dated – December 20th, 2022 – December 30th, 2022, in the amount of $896,828.91 and pre-approval for items listed below in the amount $318,960.63. (p.4)

      BCI Capital Management Group $85,719.58, CL Hoover Opera House $40,500.00, HDR Engineering $74,399.73, Initiatives, Inc. $15,000.00, Joshua Douglass $2,762.50, Maritza Rinehart $45.00, Raven Aero Services $850.00, and Veolia Water North America $99,683.82.
   b. Consideration of Payroll No. 24, Longevity, Vacation Buy Back, Payroll No.25, & Payroll No. 26. (p.12)
   c. Consideration of City Commission Minutes for the December 20th, 2022 Meeting. (p.14)
   d. Consideration to proceed with the agreement with gWorks for our PubWorks software. (p.17)
   e. Consideration of the Request for park rental waiver from Junction City First United Methodist Easter Egg Hunt in Heritage Park on April 8th, 2023. (p.42)
4. **APPOINTMENTS:**
   a. Appointment of City Commissioners to Boards and Committees. (p.44)
5. **NEW BUSINESS:**

a. Consideration of the First Amendment to the Loan Agreement for the Phase I Water Project. (p.46)
b. Consideration of the Request to Purchase 2 Dodge Durango Police Vehicles from Specialty Vehicle Source in the amount of $123,876.00. (p.54)
c. Consideration of the Request to Award the KDOT Transportation Alternatives Program for the Blue Jay Trail Connector to Ebert Construction Co. Inc. in the amount of $1,162,359.00. (p.59)
d. Consideration of Ordinance No. S-3265, Request to vacate the North 135 feet of a platted alley in the East Side of Block 2, Clarke's Plateau Addition to Junction City. (p.64)

6. **COMMISSIONER COMMENTS & COMMITTEE REPORTS:**
7. **STAFF COMMENTS:**
8. **ADJOURNMENT:**

City of Junction City

City Commission

Agenda Memo

01/03/2023

From: Allen J. Dinkel, City Manager

To: Governing Body

Subject: **Election of Mayor and Vice-Mayor**

Objective: To elect a Mayor and Vice-Mayor.

Explanation of Issue: On September 15, 2020, the City Commission adopted Ordinance No G-1267 which included provisions for the election of the Mayor and Vice-Mayor.

The Commission shall choose its own Chairman annually, and the Chairman shall have the title of Mayor during the term of his/her office, to the end that the City shall have an official head on formal occasions. The Commission shall also choose a Vice Mayor annually, to preside in the absence of the Mayor.

The Mayor and Vice Mayor shall be chosen at the first meeting in January for a term expiring on the first meeting in January of the following year.

Budget Impact: Not applicable

Staff Recommendation: None

Attachments: None

City of Junction City

City Commission

Agenda Memo

January 3, 2023

From: **Libbi Hamilton**, Customer Service Manager

To: City Commissioners

Subject: Consideration of Appropriation Ordinance A-26 dated – December 20, 2022 – December 30, 2022, in the amount of $896,828.91 and pre-approval for items listed below in the amount $318,960.63.

Background: Attached is a Listing and Checks - Appropriations for December 20, 2022 – December 30, 2022

Appropriations: December 20, 2022 – December 30, 2022

ACH Payment or Payments due before next meeting –Total $318,960.63

BCI Capital Management Group $85,719.58
CL Hoover Opera House $40,500.00
HDR Engineering $74,399.73
Initiatives, Inc. $15,000.00
Joshua Douglass $2762.50
Maritza Rinehart $45.00
Raven Aero Services $850.00
Veolia Water North America $99,683.82

Junction City, KS

Expense Approval Report
By Fund

Post Dates 12/20/2022 - 12/30/2022

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Fund: 001 - GENERAL FUND				
Department: 025 - STREET DEPARTMENT				
Vendor: 015555 - CENTRAL POWER SYSTEMS & SERVICES				
CENTRAL POWER SYSTEMS & S…	X105010521-01-R	12/21/2022	STOCK FOR SHOP	-136.87
			Vendor 015555 - CENTRAL POWER SYSTEMS & SERVICES Total:	**-136.87**
Vendor: 03762 - KAY LANCASTER				
KAY LANCASTER	WALMART 11/06/2022-R	12/20/2022	SUPPLIES - SOAP LEMON TRIG	-13.29
			Vendor 03762 - KAY LANCASTER Total:	**-13.29**
			Department 025 - STREET DEPARTMENT Total:	**-150.16**
Department: 030 - MUNICIPAL COURT				
Vendor: 03798 - BRITO, KIARALIS ASHLEY				
BRITO, KIARALIS ASHLEY	INV0025514	12/21/2022	BRITO, KIARALIS ASHLEY	75.00
			Vendor 03798 - BRITO, KIARALIS ASHLEY Total:	**75.00**
			Department 030 - MUNICIPAL COURT Total:	**75.00**
			Fund 001 - GENERAL FUND Total:	**-75.16**
Fund: 014 - WATER UTILITY FUND				
Department: 532 - WATER DISTRIBUTION SYSTEM				
Vendor: 015555 - CENTRAL POWER SYSTEMS & SERVICES				
CENTRAL POWER SYSTEMS & S…	X105010521-01-R	12/21/2022	STOCK FOR SHOP	-114.06
			Vendor 015555 - CENTRAL POWER SYSTEMS & SERVICES Total:	**-114.06**
Vendor: 03762 - KAY LANCASTER				
KAY LANCASTER	WALMART 11/06/2022-R	12/20/2022	SUPPLIES - SOAP LEMON TRIG	-13.28
			Vendor 03762 - KAY LANCASTER Total:	**-13.28**
			Department 532 - WATER DISTRIBUTION SYSTEM Total:	**-127.34**
Department: 533 - WATER PLANT OPERATIONS				
Vendor: 01662 - HDR ENGINEERING INC				
HDR ENGINEERING INC	1200467945	12/27/2022	WASTEWATER TREATMENT PL…	100,094.41
HDR ENGINEERING INC	1200467947	12/27/2022	WATER TREATMENT PLANT CPS…	31,974.09
			Vendor 01662 - HDR ENGINEERING INC Total:	**132,068.50**
			Department 533 - WATER PLANT OPERATIONS Total:	**132,068.50**
			Fund 014 - WATER UTILITY FUND Total:	**131,941.16**
Fund: 015 - WASTEWATER UTILITY FUND				
Department: 540 - WASTEWATER DISTRIBUTION SYSTEM				
Vendor: 015555 - CENTRAL POWER SYSTEMS & SERVICES				
CENTRAL POWER SYSTEMS & S…	X105010521-01-R	12/21/2022	STOCK FOR SHOP	-114.06
			Vendor 015555 - CENTRAL POWER SYSTEMS & SERVICES Total:	**-114.06**
Vendor: 03762 - KAY LANCASTER				
KAY LANCASTER	WALMART 11/06/2022-R	12/20/2022	SUPPLIES - SOAP LEMON TRIG	-13.28
			Vendor 03762 - KAY LANCASTER Total:	**-13.28**
			Department 540 - WASTEWATER DISTRIBUTION SYSTEM Total:	**-127.34**
			Fund 015 - WASTEWATER UTILITY FUND Total:	**-127.34**
Fund: 023 - SANITATION FUND				
Department: 644 - SANITATION OPERATIONS				
Vendor: 015555 - CENTRAL POWER SYSTEMS & SERVICES				
CENTRAL POWER SYSTEMS & S…	X105010521-01-R	12/21/2022	STOCK FOR SHOP	-91.25
			Vendor 015555 - CENTRAL POWER SYSTEMS & SERVICES Total:	**-91.25**
			Department 644 - SANITATION OPERATIONS Total:	**-91.25**
			Fund 023 - SANITATION FUND Total:	**-91.25**

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Fund: 050 - SPECIAL LAW ENFORCEMENT TRUST FUND				
Department: 440 - SPECIAL LAW ENFORCEMENT				
Vendor: 02700 - MOTOROLA SOLUTIONS, INC.				
MOTOROLA SOLUTIONS, INC.	8281504019	12/20/2022	New System-4REInCarVideoSys…	4,280.00
MOTOROLA SOLUTIONS, INC.	8281528147	12/20/2022	Vista-Wifi In Car Radio-Base Bu…	450.00
			Vendor 02700 - MOTOROLA SOLUTIONS, INC. Total:	**4,730.00**
			Department 440 - SPECIAL LAW ENFORCEMENT Total:	**4,730.00**
			Fund 050 - SPECIAL LAW ENFORCEMENT TRUST FUND Total:	**4,730.00**
			Grand Total:	**136,377.41**

Report Summary

Fund Summary

Fund	Payment Amount
001 - GENERAL FUND	75.00
014 - WATER UTILITY FUND	132,068.50
015 - WASTEWATER UTILITY FUND	0.00
023 - SANITATION FUND	0.00
050 - SPECIAL LAW ENFORCEMENT TRUST FUND	4,730.00
Grand Total:	**136,873.50**

Account Summary

Account Number	Account Name	Payment Amount
001-2-03000-9203	COURT REFUNDS	75.00
001-5-02500-0000-0651	PARTS FOR VEHICLES, EQU..	0.00
001-5-02500-0000-0667	OFFICE SUPPLIES	0.00
014-5-53200-0000-0651	PARTS FOR VEHICLES, EQU..	0.00
014-5-53200-0000-0667	OFFICE SUPPLIES	0.00
014-5-53300-0000-0836	CAPITAL IMPROVEMENTS	132,068.50
015-5-54000-0000-0651	PARTS FOR VEHICLES, EQU..	0.00
015-5-54000-0000-0667	OFFICE SUPPLIES	0.00
023-5-64400-0000-0651	PARTS FOR VEHICLES	0.00
050-5-44000-0000-0646	OPERATIONAL SUPPLIES	4,730.00
	Grand Total:	**136,873.50**

Project Account Summary

Project Account Key	Payment Amount
None	136,873.50
Grand Total:	**136,873.50**

Bank Transaction Report
Transaction Detail
Issued Date Range: 12/20/2022 - 12/30/2022

Cleared Date Range: -

Issued Date	Cleared Date	Number	Description	Module	Status	Type	Amount
Accounts Payable							
Outstanding							
Check							
12/20/2022		378951	10-D, INC.	Accounts Payable	Outstanding	Check	-10,325.00
12/20/2022		378952	A HOMESTEAD WRECKER	Accounts Payable	Outstanding	Check	-160.00
12/20/2022		378953	AIR AND FIRE SYSTEMS	Accounts Payable	Outstanding	Check	-327.00
12/20/2022		378954	AMERICAN DIGITAL SECURITY, LLC	Accounts Payable	Outstanding	Check	-4,883.20
12/20/2022		378955	BOUND TREE MEDICAL, LLC	Accounts Payable	Outstanding	Check	-3,413.47
12/20/2022		378956	BRANDI GATES	Accounts Payable	Outstanding	Check	-75.00
12/20/2022		378957	BUD'S WRECKER SERVICE	Accounts Payable	Outstanding	Check	-95.00
12/20/2022		378958	C & K CONSTRUCTION	Accounts Payable	Outstanding	Check	-4,865.00
12/20/2022		378959	CASH-WA DISTRIBUTING	Accounts Payable	Outstanding	Check	-1,109.98
12/20/2022		378960	CATHY FAHEY	Accounts Payable	Outstanding	Check	-20.63
12/20/2022		378961	CATLETT AUTOMOTIVE, INC.	Accounts Payable	Outstanding	Check	-2,041.69
12/20/2022		378963	COLLECTION BUREAU OF KANSAS INC	Accounts Payable	Outstanding	Check	-242.22
12/20/2022		378964	COMPLIANCEONE	Accounts Payable	Outstanding	Check	-497.20
12/20/2022		378965	CONRAD FIRE EQUIPMENT	Accounts Payable	Outstanding	Check	-237.52
12/20/2022		378966	COX BUSINESS SERVICES	Accounts Payable	Outstanding	Check	-5,384.59
12/20/2022		378967	CROSSLAND HEAVY CONTRACTORS, INC.	Accounts Payable	Outstanding	Check	-1,620,990.58
12/20/2022		378968	DATAEDGE SOLUTIONS CORP	Accounts Payable	Outstanding	Check	-4,025.34
12/20/2022		378969	DAVE'S ELECTRIC, INC.	Accounts Payable	Outstanding	Check	-3,486.61
12/20/2022		378970	DOUBLE CHECK COMPANY INC	Accounts Payable	Outstanding	Check	-160.14
12/20/2022		378971	DRY CLEAN CITY #1	Accounts Payable	Outstanding	Check	-354.50
12/20/2022		378972	ELLIOTT EQUIPMENT CO.	Accounts Payable	Outstanding	Check	-4,248.12
12/20/2022		378973	FRONTIER SPIRITS	Accounts Payable	Outstanding	Check	-751.88
12/20/2022		378974	GEARY COUNTY ATTORNEY	Accounts Payable	Outstanding	Check	-3,881.03
12/20/2022		378975	GEARY COUNTY ATTORNEY	Accounts Payable	Outstanding	Check	-3,281.03
12/20/2022		378976	GEARY COUNTY ATTORNEY	Accounts Payable	Outstanding	Check	-1,400.25
12/20/2022		378977	GEARY COUNTY PUBLIC WORKS	Accounts Payable	Outstanding	Check	-39,253.92
12/20/2022		378978	GEARY COUNTY SHERIFF	Accounts Payable	Outstanding	Check	-1,568.18
12/20/2022		378979	GEARY COUNTY SHERIFF	Accounts Payable	Outstanding	Check	-30,000.00
12/20/2022		378980	GLENN'S PLUMBING	Accounts Payable	Outstanding	Check	-450.00
12/20/2022		378981	GODFREY'S INDOOR SHOOTING AND ARCHERY RANGES, LLC	Accounts Payable	Outstanding	Check	-1,669.97
12/20/2022		378982	GRANDVIEW PLAZA PD	Accounts Payable	Outstanding	Check	-7,481.81
12/20/2022		378983	HAMPEL OIL DISTRIBUTORS INC	Accounts Payable	Outstanding	Check	-18,382.77
12/20/2022		378984	HELENA CHEMICAL COMPANY	Accounts Payable	Outstanding	Check	-840.00
12/20/2022		378985	HFE PROCESS, INC.	Accounts Payable	Outstanding	Check	-238.31

Issued Date	Cleared Date	Number	Description	Module	Status	Type	Amount
12/20/2022		378986	JEFFREY ROETHER	Accounts Payable	Outstanding	Check	-30,754.69
12/20/2022		378987	JENNIFER ARNESON, DVM	Accounts Payable	Outstanding	Check	-100.00
12/20/2022		378988	JIM CLARK AUTO CENTER	Accounts Payable	Outstanding	Check	-660.70
12/20/2022		378989	JOSEPH T GIPSON	Accounts Payable	Outstanding	Check	-320.32
12/20/2022		378990	KA-COMM	Accounts Payable	Outstanding	Check	-3,405.01
12/20/2022		378991	KANSAS ONE-CALL SYSTEMS, INC.	Accounts Payable	Outstanding	Check	-303.60
12/20/2022		378994	KEY OFFICE PRODUCTS	Accounts Payable	Outstanding	Check	-61.02
12/20/2022		378995	KS DEPT OF REVENUE	Accounts Payable	Outstanding	Check	-250.00
12/20/2022		378996	LEAGUE OF KANSAS MUNICIPALITIES	Accounts Payable	Outstanding	Check	-328.00
12/20/2022		378997	LEXISNEXIS RISK DATA MANAGEMENT INC.	Accounts Payable	Outstanding	Check	-751.47
12/20/2022		378998	LOGAN BUSINESS MACHINES	Accounts Payable	Outstanding	Check	-1,034.58
12/20/2022		378999	MCPHERSON CONCRETE PRODUCTS, INC.	Accounts Payable	Outstanding	Check	-3,966.29
12/20/2022		379000	MICHAEL P. HINKIN ATTORNEY-AT-LAW, LLC	Accounts Payable	Outstanding	Check	-2,333.00
12/20/2022		379001	MID KANSAS COOPERATIVE ASSOCIATION	Accounts Payable	Outstanding	Check	-3,701.86
12/20/2022		379002	MIDDLECREEK CORPORATION	Accounts Payable	Outstanding	Check	-290,674.80
12/20/2022		379004	MINNESOTA ELEVATOR, INC.	Accounts Payable	Outstanding	Check	-1,302.57
12/20/2022		379005	MUNICIPAL SUPPLY, INC. OF NEBRASKA	Accounts Payable	Outstanding	Check	-15,603.94
12/20/2022		379006	NEKOLOCKS	Accounts Payable	Outstanding	Check	-407.00
12/20/2022		379007	NETWORK COMPUTING SOLUTIONS, LLC	Accounts Payable	Outstanding	Check	-579.17
12/20/2022		379008	OMNI BILLING	Accounts Payable	Outstanding	Check	-6,192.28
12/20/2022		379009	ONE ACCORD ENTERPRISES, INC.	Accounts Payable	Outstanding	Check	-2,500.00
12/20/2022		379010	O'REILLY AUTO PARTS	Accounts Payable	Outstanding	Check	-56.21
12/20/2022		379011	PEPSI COLA BOTTLING COMPANY OF MARYSVILLE, INC.	Accounts Payable	Outstanding	Check	-246.00
12/20/2022		379012	PETROCHOICE HOLDINGS INC	Accounts Payable	Outstanding	Check	-2,547.36
12/20/2022		379013	PHILADELPHIA INDEMNITY INSURANCE COMPANY	Accounts Payable	Outstanding	Check	-4,910.00
12/20/2022		379014	POSTMASTER	Accounts Payable	Outstanding	Check	-556.00
12/20/2022		379015	PRAIRIELAND PARTNERS, LLC	Accounts Payable	Outstanding	Check	-472.74
12/20/2022		379016	PROPANE CENTRAL	Accounts Payable	Outstanding	Check	-1.08
12/20/2022		379017	RAM EXTERMINATORS, LLC	Accounts Payable	Outstanding	Check	-105.00
12/20/2022		379018	RANGE SERVANT AMERICA, INC.	Accounts Payable	Outstanding	Check	-10,663.00
12/20/2022		379019	REEVES-WIEDEMAN CO.	Accounts Payable	Outstanding	Check	-921.01
12/20/2022		379020	SALTUS TECHNOLOGIES	Accounts Payable	Outstanding	Check	-4,383.50
12/20/2022		379021	SERVICEMASTER	Accounts Payable	Outstanding	Check	-798.00
12/20/2022		379022	STAPLES ADVANTAGE	Accounts Payable	Outstanding	Check	-1,139.94
12/20/2022		379023	Tatiana Ferracioli-Silva	Accounts Payable	Outstanding	Check	-180.00
12/20/2022		379024	TEMPLE DISPLAY, LTD	Accounts Payable	Outstanding	Check	-1,370.00
12/20/2022		379025	TFMCOMM INC.	Accounts Payable	Outstanding	Check	-142.40
12/20/2022		379026	THERMAL COMFORT AIR, INC	Accounts Payable	Outstanding	Check	-1,019.68
12/20/2022		379027	TRUSTED TECH TEAM, INC.	Accounts Payable	Outstanding	Check	-6,374.16
12/20/2022		379028	UNDERGROUND VAULTS & STORAGE, INC.	Accounts Payable	Outstanding	Check	-60.00
12/20/2022		379029	VALOR FORD INC	Accounts Payable	Outstanding	Check	-385.56
12/20/2022		379030	VANDERBILTS	Accounts Payable	Outstanding	Check	-149.99
12/20/2022		379031	VLP AN EQUIPMENTSHARE COMPANY	Accounts Payable	Outstanding	Check	-122,220.63

Issued Date	Cleared Date	Number	Description	Module	Status	Type	Amount
12/20/2022		379032	WHITE STAR	Accounts Payable	Outstanding	Check	-5,150.00
12/20/2022		379033	XEROX CORPORATION	Accounts Payable	Outstanding	Check	-316.88
12/20/2022		379034	ZOETIS US LLC	Accounts Payable	Outstanding	Check	-912.00
12/20/2022		379060	COOPER, BRANDON MICHAEL	Accounts Payable	Outstanding	Check	-612.00
12/20/2022		379061	MOTOROLA SOLUTIONS, INC.	Accounts Payable	Outstanding	Check	-4,730.00
12/21/2022		379062	CENTRAL POWER SYSTEMS & SERVICES	Accounts Payable	Outstanding	Check	-253.18
12/21/2022		379063	KONZA PRAIRIE COMMUNITY HEALTH CENTER	Accounts Payable	Outstanding	Check	-124.00
12/22/2022		379064	BRITO, KIARALIS ASHLEY	Accounts Payable	Outstanding	Check	-75.00
						Check Total: (85)	**-2,312,247.56**
EFT							
12/21/2022		10001968	CARD CENTER	Accounts Payable	Outstanding	EFT	-52,242.67
12/27/2022		10001969	HDR ENGINEERING INC	Accounts Payable	Outstanding	EFT	-132,068.50
						EFT Total: (2)	**-184,311.17**
						Outstanding Total: (87)	**-2,496,558.73**
						Accounts Payable Total: (87)	**-2,496,558.73**
Payroll							
Outstanding							
EFT							
12/30/2022		EFT0000139	Payroll EFT	Payroll	Outstanding	EFT	-1,098.31
12/30/2022		EFT0000140	Payroll EFT	Payroll	Outstanding	EFT	-10,473.20
12/30/2022		EFT0000141	Payroll EFT	Payroll	Outstanding	EFT	-316,353.47
12/30/2022		EFT0000142	Payroll EFT	Payroll	Outstanding	EFT	-1,600.48
						EFT Total: (4)	**-329,525.46**
						Outstanding Total: (4)	**-329,525.46**
						Payroll Total: (4)	**-329,525.46**
						Report Total: (91)	**-2,826,084.19**

Summary

Bank Account		Count	Amount
1074318 POOLED CASH MASTER		91	-2,826,084.19
	Report Total:	**91**	**-2,826,084.19**

Cash Account		Count	Amount
999 999-1-00000-0101 POOLED CASH MASTER		91	-2,826,084.19
	Report Total:	**91**	**-2,826,084.19**

Transaction Type		Count	Amount
Check		85	-2,312,247.56
EFT		6	-513,836.63
	Report Total:	**91**	**-2,826,084.19**

City of Junction City – City Commission
Agenda Memo

From: HR
To: Mayor and Commissioners
Subject: Payroll #24, #25, Longevity and Vacation Buy Back & #26 2022

Objective: The consideration and approval of Payroll #24, #25, Longevity and Vacation Buy Back & #26 for the month of December 2022.

Explanation of Issue: The payroll for December 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 #24, #25, Longevity and Vacation Buy Back & #26 request

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

Enclosures:

1. Calculation of Employer Expenses for Payroll #24, #25, Longevity and Vacation Buy Back & #26
2. General Ledger Totals

Employer Paid Wages & Benefits

	Payroll # 24 2022	Longevity	Vacation Buy Back	Payroll # 25 2022	Payroll # 26 2022
	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
			Retirement Contributions		
KPERS Tier 1	$ 2,598.98	$ 687.79	-	$ 2,552.11	$ 2,574.65
KPERS Tier 2	$ 3,251.65	$ 474.93	-	$ 3,068.08	$ 3,180.68
KPERS Tier 3	$ 9,128.28	$ 708.71	-	$ 9,254.19	$ 9,180.43
KPERS After Retirement	-	-	-	-	-
KP&F	$ 66,432.57	$ 10,598.17	$ 3,821.90	$ 61,306.73	$ 62,598.84
Social Security	$ 11,159.42	$ 1,303.67	-	$ 10,843.32	$ 11,229.52
Medicare	$ 6,496.26	$ 986.71	$ 241.05	$ 6,103.36	$ 6,432.14
BCBS Dental	$ 3,604.22	[redacted]	[redacted]	$ 3,692.84	-
Freedom Claims/BCBS	$ 36,308.74	[redacted]	[redacted]	$ 35,582.29	-
Advance (BCBS)	1108.79	[redacted]	[redacted]	$ 858.27	-
Employee Salary	$ 327,697.60	$ 56,049.25	$ 16,624.17	$ 439,386.08	$ 327,924.98

CITY COMMISSION MINUTES

December 20, 2022 7:00 p.m.

CALL TO ORDER

The scheduled meeting of the Junction City Commission was held on Tuesday, December 20th, 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 Larson to approve the consent agenda as presented. Ayes: Underhill, Landes, Butler, Larson, and Bea. Nays: None. Motion carried.

a. Consideration of Appropriation Ordinance A-24 dated – December 6th, 2022 – December 16th, 2022, in the amount of $2,412,729.21 and pre-approval for items listed below in the amount of $26,848.50.

   Columbia Capital Management $10,830.00, Sentinel Intrusion Prevention Systems $1,947.00, KS State Treasurer $6,487.94, Joshua Douglass $2,762.50, Maritz Rinehart $75.00, VC3 Inc. $4,380.30, & Dartpoints LLC $365.76.

b. Consideration of November 2022 ambulance contractual obligation adjustments for $46,666.77 & bad debt adjustments for $20,892.94.

c. Consideration of City Commission Minutes for the December 6th, 2022 Meeting.

d. Consideration of the Request for Continued Use & Dismissal of Fees for Kitchen Rent at the 12th Street Community Center by Breaking Bread of JC Inc. for 2023.

e. Consideration of the Request to apply for the Walmart Community Grant to supply the Fire Department with Special Operations Equipment.

f. Consideration of the Request to Surplus old SCBA Air Packs & Cylinders & donate to the Chapman Fire Department.

g. Consideration of the Request to Surplus old SCBA Air Packs & Cylinders & donate to the Geary County Fire Department.

SPECIAL PRESENTATIONS

Update on the 2022 National Pollutant Discharge Elimination System MS 4 Permit was presented by Public Works Director Ibarra.

NEW BUSINESS

The Request to Reject the Purchase of the One Ton Heavy Duty Dump Truck from Shawnee Mission Ford was presented. Public Works Director Ibarra gave details and answered questions. Commissioner Landes moved to approve the Request to Reject the Purchase of the One Ton Heavy Duty Dump Truck from Shawnee Mission Ford, seconded by Commissioner Bea. Ayes: Underhill, Landes, Butler, Larson, and Bea. Nays: None. Motion carried.

The Request to Authorize KDOT to increase the cost of the streetlights on the East 6th Street Bridge Replacement Project in the amount of $34,496.00 was presented. Public Works Director Ibarra gave details and answered questions. Commissioner Landes moved to approve the Request to Authorize KDOT to increase the cost of the streetlights on the East 6th Street Bridge Replacement Project in the amount of $34,496.00, seconded by Commissioner Larson. Ayes: Underhill, Landes, Butler, Larson, and Bea. Nays: None. Motion carried.

The Request to apply for the KDOT Airport Improvement Program Grant was presented. Public Works Director Ibarra gave details and answered questions. Commissioner Butler moved to approve the Request to apply for the KDOT Airport Improvement Program Grant, seconded by Commissioner Larson. Ayes: Underhill, Landes, Butler, Larson, and Bea. Nays: None. Motion carried.

The Request to Purchase a 2022 Utility Bed Truck from Andy Mohr Truck Center in the amount of $78,660.50 was presented. Public Works Director Ibarra gave details and answered questions. Commissioner Landes moved to approve the Request to Purchase a 2022 Utility Bed Truck from Andy Mohr Truck Center in the amount of $78,660.50, seconded by Commissioner Larson. Ayes: Underhill, Landes, Butler, Larson, and Bea. Nays: None. Motion carried.

The Request to proceed with an agreement with Blumira to provide Security Information Event Management software to the City was presented. IT Director Germann gave details and answered questions. Commissioner Larson moved to approve the Request to proceed with an agreement with Blumira to provide Security Information Event Management software to the City, seconded by Commissioner Landes. Ayes: Underhill, Landes, Butler, Larson, and Bea. Nays: None. Motion carried.

Resolution No. R-3027, Authorizing Loan Agreement with Emprise Bank was presented. Finance Director Miller and City Manager Dinkel gave details and answered questions. Commissioner Landes moved to approve Resolution No. R-3027, Authorizing Loan Agreement with Emprise Bank, seconded by Commissioner Butler. Ayes: Underhill, Landes, Butler, Larson, and Bea. Nays: None. Motion carried.

There was discussion on Rescinding the offer made by the City of Junction City for the Old High School Property. City Manager Dinkel gave details and answered questions.

Recognition of City Commissioner Nate Butler.

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 7:50 p.m. Ayes: Underhill, Landes, Butler, Larson, and Bea. Nays: None. Motion carried.

APPROVED AND ACCEPTED THIS 3RD DAY OF JANUARY AS THE OFFICIAL COPY OF THE JUNCTION CITY COMMISSION MINUTES FOR DECEMBER 20TH, 2022.

Tammy Melton, City Clerk Jeff Underhill, Mayor

City of Junction City

City Commission

Agenda Memo

3 January 2023

From: **Jim Germann, Information Technology Director**

To: **Allen Dinkel, City Manager**

Subject: **Approval to proceed with the master agreement with gWorks for our PubWorks Software.**

Objective: To request approval to proceed with the master agreement with gWorks for our PubWorks Software.

Explanation of Issue: The city currently utilizes the PubWorks software in the public works departments for resolution of service requests and vehicle maintenance tracking. PubWorks was recently acquired by gWorks. Therefore, gWorks is requesting that we sign their company master agreement. This agreement will replace the current PubWorks agreement that was approved by the city commission in April 2019 when we implemented the PubWorks software.

Budget Impact: There is no financial impact for this software agreement.

Alternatives:

1. Approve, Disapprove, Modify, Table

Recommendation: Staff recommends a motion to approve proceeding with this agreement as presented.

Enclosures: gWorks Master Agreement

MASTER SERVICES AGREEMENT & TERMS OF SERVICE

Updated: October 10, 2022

MASTER SERVICES AGREEMENT

This Master Services Agreement (this "Agreement") is by and between GIS Workshop, LLC, a Delaware limited liability company doing business as gWorks ("gWorks"), and the company, organization, or governmental entity that signs this Agreement ("Client"). This Agreement is effective as of the effective date of the last signature date within this Agreement entered into by and between the parties (the "Effective Date").

gWorks may amend this Agreement from time to time by posting an amended version at its website, accessible via https://www.gworks.com, and sending Client written notice thereof. Such amendment will be deemed accepted and become effective 30 days after such notice (the "Proposed Amendment Date") unless Client first gives gWorks written notice of rejection of the amendment. In case of such rejection, this Agreement will continue under its most recently executed provisions, and the amendment will become effective at the start of Client's next Term (or renewal thereof) following the Proposed Amendment Date (unless Client first terminates this Agreement pursuant to Article 5, Term & Termination). Client's continued use of the Services following the effective date of an amendment will confirm Client's consent thereto.

ARTICLE 1: DEFINITIONS

All capitalized terms used, but not otherwise defined, in this Agreement shall have the meanings ascribed to them in this Article 1:

1.1 "Change Order" means a written change order, which modifies an existing Ordering Document and is signed by authorized representatives of both parties. A Change Order shall be deemed to be part of the applicable Ordering Document for all purposes.

1.2 "Client Materials" means all information, content, data, functionalities, and any other materials provided to gWorks by Client, whether created by Client or a third party, pursuant to this Agreement, for the purpose of assisting gWorks with the performance of its obligations hereunder.

1.3 "Deliverable" means any item that gWorks develops, prepares for, or provides to or for the benefit of Client in the course of providing Services, including any hardware, software, or other product, as well as any data that gWorks provides to Client in connection with any Web-based Services or Desktop Services; provided, that the Web-based Services or the Desktop Services, themselves, shall not be considered Deliverables.

1.4 "Intellectual Property" means all or any: (a) patents, patent disclosures, and inventions (whether patentable or not); (b) trademarks, service marks, trade dress, trade names, logos, corporate names, and domain names, together with all of the goodwill associated therewith; (c) copyrights, copyrightable works (including, without limitation, computer software programs, documentation, algorithms, program code, Specifications, reports, and designs), mask works, and rights in data and databases; (d) trade secrets, knowledge, know-how, techniques, ideas, concepts, and other proprietary information; and (e) all other intellectual property rights, in each case whether existing prior to the date of this Agreement or whether developed in the course of each party's performance of its obligations under this Agreement, whether registered or unregistered, and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection provided by applicable law in any jurisdiction throughout the world.

1.5 "Order" means a written agreement identified as an "Order" signed by an authorized representative of Client that sets forth Services and fees for such Services and that incorporates this Agreement and the applicable SOW(s).

1.6 "Ordering Documents" means the Order(s) and SOW(s).

1.7 "Services" means any services rendered by gWorks to or for the benefit of Client, as described in an Ordering Document. Services specifically include any Web-based Services or Desktop Services and any Professional Services that are rendered by gWorks to or for the benefit of Client.

1.8 "Specifications" means the specifications and functionalities to which the Deliverables shall be developed by gWorks, as set forth in an Ordering Document.

1.9 "SOW" means a statement of work or other similar document incorporated into an Order that sets forth the particular Services to be rendered and Deliverables to be developed by gWorks on behalf of Client, the schedule for the delivery of the Services and Deliverables, the respective obligations of the parties, and other relevant information pertaining thereto.

1.10 "Web-based Services" means any gWorks internet-based application, geospatial system, or website or mobile application that the Client has subscribed to by Ordering Document or that gWorks may otherwise make available to the client, and developed, operated, and maintained by gWorks, accessible via https://gworks.com or subdomain, https://frontdeskgworks.com or subdomain, or another designated URL, and may have ancillary products and services, including website hosting and data storage and support services, that gWorks provides to the Client.

1.11 "Desktop Services" means any gWorks desktop-based applications and related support services that the Client has licensed to by Ordering Document or that gWorks may otherwise make available to the Client, and developed, furnished, and maintained by gWorks.

1.12 "Professional Services" means any non-software application service gWorks provides to the Client, including but not limited to software implementation, software onboarding, client onboarding, time and material services, consulting, and projects of a defined scope.

ARTICLE 2: SERVICES; DELIVERABLES

2.1 gWorks shall perform the Services in a professional and workmanlike manner, using qualified personnel, in accordance with the Specifications and the terms set forth in the applicable Ordering Document. To the extent that Client desires to subscribe to any Web-based Services, Client agrees to be bound by the Terms of Service attached hereto as Exhibit A. gWorks will, in its sole discretion, select personnel to render the Services, establish working hours for its personnel, use the resources and materials it deems appropriate to perform the Services, and, within the parameters set forth in an Ordering Document, determine the method, details, and means of performing the Services. gWorks may suspend the performance of Services without notice or liability if: (a) Client fails to pay any amount due to gWorks within 15 days of receiving a non-payment notice from gWorks; (b) there is any event for which gWorks reasonably believes the suspension of the Services is necessary to protect its systems or other clients, or (c) a law enforcement or third party government agency has requested such suspension**.** If gWorks suspends the Services based on clause (b), and such suspension lasts longer than 15 business days, then Client may terminate this Agreement or any Ordering Document upon written notice to gWorks.

2.2 gWorks shall deliver the Deliverables, along with all relevant documentation, in a timely manner, in accordance with the milestones and delivery dates set forth in the applicable Ordering Document. The parties will agree on any procedures for testing and acceptance of Deliverables in the applicable Ordering Document. Upon final payment by Client for a Deliverable and satisfaction of all outstanding payment obligations, Client shall be deemed the owner of title to such Deliverable, excluding the Intellectual Property embodied therein (unless otherwise set forth in the applicable Ordering Document), and Client will receive a royalty-free, non-exclusive license to use the Intellectual Property embodied in such Deliverable solely in connection with Client's rightful use of the applicable Deliverable, and conditioned upon Client's compliance with its obligations in this Agreement.

2.3 In the event that gWorks agrees to any changes, as may be requested by Client from time to time, to the Services, the Deliverables, or the Specifications, such changes shall be documented in a written Change Order.

ARTICLE 3: CLIENT OBLIGATIONS

3.1 Client shall provide gWorks with reasonable access to Client's personnel, facilities, equipment, and Client Materials during normal business hours and otherwise as reasonably requested by gWorks, to enable gWorks to provide the Services. Except as expressly set forth in this Agreement, gWorks will have no liability for any damages incurred by Client due to a breach of the security of Client's facilities or technology. Client shall take such actions as are reasonably necessary to protect the security of said facilities and technology. gWorks shall have no liability for loss of any Client Materials. Accordingly, Client shall be solely responsible for creating and maintaining current copies of all Client Materials provided to or stored by gWorks, and storing such copies in a reasonably secure location.

3.2 Client represents and warrants to gWorks that Client has obtained all necessary authorizations and/or licenses to provide the Client Materials to gWorks and to permit gWorks to use, reproduce, and/or modify the Client Materials, without liability to Client or any third party. Client hereby grants to gWorks a non-exclusive right and license to use, reproduce, and modify the Client Materials to the extent necessary to enable gWorks to provide the Services and develop the Deliverables.

3.3 Client shall comply with all laws and governmental regulations affecting its use of the Services and Deliverables, and gWorks shall have no responsibility therefor, including, without limitation, any responsibility to advise Client of such laws or regulations.

3.4 Client shall ensure that any hardware, applications, or software not provided by gWorks pursuant to this Agreement will function properly while using the Deliverables and Services. The failure of Client's hardware, applications, or software to so function shall not relieve Client of any of its obligations under this Agreement.

3.5 Client shall not remove, modify, or obscure any copyright, trademark, or other proprietary rights notices that appear on any software provided or licensed to Client by gWorks. Client may not reverse engineer, decompile, or disassemble any software provided or licensed by gWorks, except to the extent that the parties expressly agree in the applicable Ordering Document that Client owns all right, title, and interest in and to such software and the Intellectual Property embodied therein.

ARTICLE 4: FEES AND EXPENSES

4.1 Client shall pay gWorks for all Services and Deliverables, in the amounts, at the times, and in the manner set forth in each Ordering Document. Any payment that is past due to gWorks shall bear interest at the rate of 12% per annum or the highest rate allowed by applicable law (whichever is lower). Client shall reimburse gWorks for all reasonable costs and expenses incurred (including reasonable attorneys' fees) in collecting any overdue amounts. Client shall pay all sales, use, value-added, excise, and other similar taxes (but specifically excluding taxes on gWorks' income) which result from, or are related to, the rendition of the Services or the providing of the Deliverables. Upon the execution of a Change Order, gWorks may require Client to pay for all Services and Deliverables completed from execution of the original Ordering Document to the execution of the Change Order. Client's failure to make any payment when due shall be considered a material breach of this Agreement.

4.2 gWorks reserves the right to change fees for its Services from time to time. gWorks will notify the Client at least thirty (30) days in advance with the renewal term invoice, and the increased fees will apply at the start of the next renewal term. If the Client does not agree to this increase, either party can choose to terminate the renewal term at the end of the Client's then-current term per the termination provisions in this Agreement or as set forth in the Ordering Document. Client's continued use of the Services beyond the cancellation window constitutes the Client's agreement to those changes.

ARTICLE 5: TERM AND TERMINATION

5.1 This Agreement shall be in effect from the Effective Date and shall continue until the end of the term of the last Ordering Document or until terminated in accordance with the provisions set forth in this Agreement. An Ordering Document shall be in effect from the effective date of such Ordering Document and shall continue for the term specified in such Ordering Document, including automatic or manual renewals of Web-Based Services or Desktop Services, or until terminated in accordance with the provisions set forth in this Agreement and such Ordering Document. Unless otherwise set forth in the applicable Ordering Document, termination of any Ordering Document shall not constitute a termination of any other Ordering Document or of this Agreement. Termination of this Agreement in accordance with the provisions set forth in this Agreement shall terminate all Ordering Documents and the Terms of Service. gWorks may terminate this Agreement immediately if it reasonably believes that Client is infringing, has infringed, or is threatening to infringe the Intellectual Property rights of any third parties, or at any time when there are no currently effective Ordering Documents. This Agreement or any Ordering Document may be immediately terminated, in writing, by either party as follows: (a) if the other party breaches any material provision hereof or the applicable Ordering Document and does not cure such breach within 30 days after it receives written notification thereof from the non-breaching party; or (b) upon dissolution, insolvency, or any adjudication in bankruptcy of, or any assignment for the benefit of creditors by, the other party.

5.2 Termination of Desktop Services. gWorks may terminate the rights of Client under this Agreement in the event of a default by Client. gWorks' software has been designed to cease functioning in the event that the annual license fee is unpaid. Client acknowledges the existence of this feature in the software and specifically waives any claim for consequential damages, which may result. In the event of default, all unpaid Annual License Fees, product support-related fees, and any other charges payable for the entire duration of this Agreement shall, upon written notice by gWorks become due and payable. This remedy shall be in addition to any other remedy lawfully available to gWorks. In the event of termination by gWorks or by Client (as herein provided) Client shall return the program and all related materials within ten (10) days, (as provided in paragraph seven), certifying to gWorks that all copies or partial copies have been destroyed. Client shall remain liable for all unpaid charges required to be paid under this Agreement including; unpaid Annual License Fees and product-support-related fees, notwithstanding such termination. Default in respect to payment shall mean the Client's failure to pay any amount, which is past due, within ten (10) days after written notice to Client that the payment is delinquent. Default is further defined to include the following: an assignment, sale, mortgage, sublease or sublicense of the program by Client; levy of execution or attachment upon the program or any attempt to levy the same; breach of any proprietary right of gWorks (as defined by paragraph seven); of Client's breach of any of the other terms or conditions hereof. In the event of breach of default of this Agreement, Client shall hold gWorks harmless from all reasonable attorney's fees, costs and interest (at the highest rate permitted by law) arising by reason of such breach or default, from the date of the default or breach, in addition to other damages. Client shall have the right to terminate this Agreement upon thirty-(30) days written notice. In such event, Client shall be required to return the program and related materials as provided herein and shall be responsible to pay all charges required to be paid under this Agreement for the duration of the license. Client shall not have the right to terminate after Client is in breach of this contract. gWorks shall not be required, under any circumstances, to refund any portion of the implementation or onboarding fees, the Annual License Fee, or the product support-related fees, already paid.

5.3 Termination of Web-Based Services. See Terms of Service.

5.4 Upon termination of this Agreement for any reason: (a) Client shall immediately pay all outstanding amounts it owes to gWorks hereunder; (b) Client shall immediately cease using all terminated Services; (c) gWorks may take steps to change, remove, or otherwise block Client's access to any and all Services; and (d) upon payment in full of the fees owed to it, gWorks shall deliver to Client any Deliverables, in their current form as of the effective date of termination, along with all documentation, Specifications, Client Materials and programming language in gWorks' possession. Notwithstanding the above, if, within thirty (30) days after the termination of this Agreement, or any Services, Client requests to export any data files, gWorks shall export such data files to Client, and such services will be charged at gWorks then-standard rates. Unless otherwise specified in the applicable Ordering Document, Client shall reimburse gWorks for the costs of all non-cancelable products or services procured from third parties in connection with gWorks' performance of the Services. The provisions of Articles 1, 4, 8, and 9, along with Sections 3.3, 5.2, 5.4, 10.1, 10.2, 10.4, 10.5, 10.6, 10.7, 10.9, and 10.10 of this Agreement shall survive the termination of this Agreement, to the extent applicable.

ARTICLE 6: INTELLECTUAL PROPERTY

6.1 gWorks is the exclusive owner of all right, title, and interest in and to all Intellectual Property embodied in the Deliverables, the Services, and the Specifications, and any modifications, enhancements, improvements, and derivative works therein or thereto, as well as any other Intellectual Property developed in the course of gWorks' performance under this Agreement. Client shall not take any action that weakens, deters, or otherwise negatively impacts gWorks' rights in its Intellectual Property. Client hereby assigns any and all rights it may be deemed to own in gWorks' Intellectual Property to gWorks. For purposes of clarification, upon payment in full by Client for all Deliverables and Services, Client shall own title to the Deliverables themselves, notwithstanding the fact that no proprietary rights shall accrue to Client in any Intellectual Property embodied therein or associated therewith, and Client may use such Deliverables as it sees fit, subject to Client's full and continued compliance with the terms and conditions of this Agreement. The Client will retain ownership of the Intellectual Property embodied in any Client Materials that are incorporated into such Deliverable, as such Client Materials exist at the time Client discloses or provides them to gWorks hereunder, and no proprietary rights shall accrue to gWorks in such Client Materials. Except as expressly set forth in this Agreement, nothing in this Agreement shall transfer any right, title, or interest in any of either party's Intellectual Property.

6.2 In performing a Service or developing a Deliverable, gWorks may use certain third party technology set forth in the applicable Ordering Documents ("Third Party Technology"). To the extent gWorks has the right to grant licenses to such Third Party Technology, gWorks hereby grants to Client a royalty-free, non-exclusive license to use the Third Party Technology solely in connection with its use of the applicable Deliverable, subject to any limitations imposed by the owner of such Third Party Technology. gWorks makes no representations or warranties with respect to any Third Party Technology and shall have no liability arising out of or relating to Client's use thereof.

6.3 gWorks may from time to time arrange for Client's purchase, lease, or license of third party hardware, equipment, software, services, data, or other products not owned by gWorks ("Third Party Products"). Client's use of Third Party Products is governed by the terms and conditions of any license or other agreement between Client and the third party, and Client agrees to abide by all such terms and conditions. gWorks makes no independent representations and warranties with respect to any Third Party Products and shall have no liability arising out of or relating to Client's use thereof. Any third party warranties are the exclusive remedies of Client with respect to Third Party Products.

6.4 Grant of License for Desktop Services. gWorks grants to Client a personal, non-assignable, non-transferable and non-exclusive license to use Desktop Services solely in the conduct of Client's business, only at the locations designated by Client in the Ordering Document. Client acquires only the right to use the Desktop Services and does not acquire any legal or equitable right of ownership in the Service. This Agreement and the license granted pursuant hereto may not be mortgaged, pledged, assigned, sublicensed, leased or otherwise transferred by Client without prior written consent from gWorks. Client may not reverse engineer or attempt to derive the source code of the program.

ARTICLE 7: REPRESENTATIONS AND WARRANTIES
Each party hereby represents warrants to the other that: (a) it is validly organized, in good standing, and licensed to conduct business in each jurisdiction in which the failure to do so would have a material adverse effect on such party; (b) it has all necessary corporate power and authority to enter into this Agreement, to grant to the other party all of the rights granted hereby, and to perform its obligations hereunder; (c) this Agreement is and shall remain the valid, legal, and binding obligation of such party, enforceable against it in accordance with its terms, except where enforceability may be limited by bankruptcy, insolvency, or similar laws affecting creditors' rights or by principles of equity; and (d) the execution, delivery, and performance of this Agreement does not conflict with, or result in a breach of, any agreement, written or oral, to which it is a party or by which it or its properly is bound.

ARTICLE 8: DISCLAIMER; LIMITATION OF LIABILITIY; INDEMNIFICATION
8.1 **EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, CLIENT'S USE OF ANY SERVICE OR DELIVERABLE IS SOLELY AT CLIENT'S OWN RISK. ALL SERVICES AND DELIVERABLES ARE PROVIDED ON AN "AS IS," AND "AS AVAILABLE" BASIS, EXCEPT AS OTHERWISE EXPRESSLY SET FORTH HEREIN. GWORKS DISCLAIMS ALL WARRANTIES OF ANY KIND PERTAINING TO THE SERVICES AND DELIVERABLES THAT ARE NOT EXPRESSLY SET FORTH HEREIN, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. GWORKS MAKES NO WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES OR DELIVERABLES OR AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE**

SERVICES OR DELIVERABLES. TO THE EXTENT ANY JURISDICTION DOES NOT PERMIT THE EXCLUSION OF CERTAIN WARRANTIES, SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY.

8.2 **GWORKS' AND ITS AFFILIATES' ENTIRE CUMULATIVE LIABILITY, AND CLIENT'S EXCLUSIVE REMEDY, IN LAW, IN EQUITY, OR OTHERWISE, FOR ALL DAMAGES AND LIABILITIES ARISING UNDER ALL CLAIMS IN CONNECTION WITH THIS AGREEMENT, ANY ORDERING DOCUMENT, OR CHANGE ORDER, REGARDLESS OF THE FORM OF ACTION (INCLUDING, BUT NOT LIMITED TO, ACTIONS FOR BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, RESCISSION, MISREPRESENTATION AND BREACH OF WARRANTY) SHALL NOT IN THE AGGREGATE EXCEED THE FEES ACTUALLY PAID BY CLIENT TO GWORKS UNDER THE APPLICABLE ORDERING DOCUMENT IN THE SIX MONTHS IMMEDIATELY PRECEDING THE EVENT WHICH CAUSED THE DAMAGE OR LIABILITY. IN NO EVENT SHALL GWORKS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF A STATE DOES NOT PERMIT THE EXCLUSION OR LIMITATION OF LIABILITY AS SET FORTH HEREIN, LIABILITY IS LIMITED TO THE EXTENT PERMITTED BY APPLICABLE LAW. REGARDLESS OF ANY STATUTE OR LAW TO THE CONTRARY, ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR RELATED TO THIS AGREEMENT MUST BE THE SUBJECT OF A NOTICE TO GWORKS, WITHIN 1 YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION AROSE, OR SUCH CLAIM SHALL BE FOREVER BARRED.**

8.3 Each party, on behalf of itself and its respective affiliates, officers, directors, agents, and employees (collectively, the "Indemnifying Party") agrees to indemnify and hold the other party and each of its respective affiliates, officers, directors, agents, and employees (collectively, the "Indemnified Party") harmless from and against any and all liabilities, obligations, losses, damages, penalties, fines, amounts paid in settlement, interest, expenses, and disbursements of any kind and nature whatsoever (including attorneys' fees), arising out of or relating to any suit, investigation, proceeding, demand, or claim by any third party (collectively "Claims") arising out of or related to (a) a violation by the Indemnifying Party of any applicable law, rule, regulation, or court order; or (b) any personal injury (including death) or property damage caused by the gross negligence or willful misconduct of the Indemnifying Party.

ARTICLE 9: CONFIDENTIALITY

During the term of this Agreement, each party (the "Disclosing Party") may provide the other party (the "Receiving Party") with certain confidential and proprietary information ("Confidential Information"). Confidential Information includes the Disclosing Party's research, financial and accounting data and projections, technical data, computer programs, customer lists and information, marketing strategies, estimated staffing requirements, know-how, any information that is marked "confidential" (or with a similar legend), any information that is orally disclosed, identified as confidential at the time of disclosure, and confirmed in writing as being confidential within 30 days thereafter, as well as any information or material which, by its nature and under the circumstances surrounding its disclosure, is generally considered proprietary and confidential, regardless of whether it is marked or properly reduced to writing. Confidential Information does not include information that (a) is publicly known at the time of its disclosure; (b) is lawfully received by the Receiving Party from a third party not under an obligation of confidentiality to the Disclosing Party; (c) is published or otherwise made known to the public by the Disclosing Party; or (d) was generated independently by the Receiving Party before disclosure by the Disclosing Party. The Receiving Party shall not use the Disclosing Party's Confidential Information except to the extent necessary to perform its obligations under this Agreement. The Receiving Party will likewise restrict its disclosure of the Disclosing Party's Confidential Information to those who have a need to know such Confidential Information in order for the Receiving Party to perform its obligations under this Agreement. Such persons will be informed of and will agree to the provisions of this Article 9, and the Receiving Party will remain responsible for any unauthorized use or disclosure of the Confidential Information by any of them. Notwithstanding the foregoing, the Receiving Party may disclose such Confidential Information if required or requested to do so by a governmental agency, a court or administrative subpoena, an order or other legal process or requirement of law, or in order to defend its rights hereunder. If so requested or required, the Receiving Party shall (x) first notify the Disclosing Party of such request, requirement or proposal for use in defense; (y) in the case of a required disclosure, furnish only such portion of the Confidential Information as it is advised in writing by counsel that it is legally required to disclose; and (z) cooperate with the Disclosing Party in its efforts to obtain an order or other reliable assurance that confidential treatment will be accorded to that portion of the Confidential Information that is required to be disclosed. Upon the termination of this Agreement, and upon the written request of the Disclosing Party, the Receiving Party shall return all Confidential Information of the Disclosing Party which is in its possession or under its control.

ARTICLE 10: MISCELLANEOUS

10.1 During the term of this Agreement and for a period of one year thereafter, Client shall not, directly or indirectly, solicit for employment or hire any employee of gWorks with whom Client has had contact or who became known to Client in connection with this Agreement.

10.2 gWorks acknowledges that the Nebraska Fair Employment Practices Act prohibits contractors of the State of Nebraska, and their subcontractors, from discriminating against any employee or applicant for employment, with respect to hire, tenure, terms, conditions, or privileges of employment because of race, color, religion, sex, disability, or national origin (Neb. Rev. Stat. sections 48-1101 to 48-1125). gWorks guarantees compliance with the Nebraska Fair Employment Practices Act, and its breach of this Section shall be regarded as a material breach of this Agreement. gWorks shall insert a similar provision in its agreements with its subcontractors.

10.3 gWorks certifies that it maintains a drug-free workplace to ensure worker safety and workplace integrity.

10.4 Any notice, consent, or other communication required or permitted hereunder shall be in writing. It shall be deemed given when (a) delivered personally, (b) sent by confirmed fax or e-mail, (c) sent by commercial overnight courier with written verification of receipt, or (d) sent by registered or certified mail, return receipt requested, postage prepaid, and the receipt is returned to the sender. Names, addresses, and fax numbers for notices (unless and until written notice of other names, addresses and fax numbers are provided in accordance with the provisions of this Section) are listed on the signature page to this Agreement.

10.5 Except as expressly stated herein, the remedies provided to the parties under this Agreement shall be cumulative and non-exclusive.

10.6 This Agreement shall be construed, interpreted, and enforced according to the laws of the State of Nebraska, without giving effect to the conflicts of law principles thereof. Any dispute arising under this Agreement will be first referred for resolution to each party's respective management designee. To the extent that the designees of the parties cannot resolve the dispute within a reasonable period of time, the parties shall consider in good faith trying to settle the dispute by non-binding mediation and/or engaging in binding arbitration. Any and all mediation and arbitration hearings shall be held in Lincoln, Nebraska, unless the parties agree otherwise. All such arbitration will be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association by a panel of three neutral arbitrators, one selected by each party and the third (who will be the chair of the panel) selected by the other two arbitrators. The award or decision rendered by the panel (including an allocation of the costs of arbitration) will be final and binding, and judgment may be entered upon such award by any court of competent jurisdiction. Neither party shall initiate litigation with respect to any dispute until at least ninety (90) days after notice of the dispute is first given or received. In the event litigation is pursued, each party, for itself and its successors and assigns, hereby expressly and irrevocably (a) consents to the exclusive jurisdiction of the state and federal courts of the State of Nebraska, (b) waives any objection based on forum non conveniens or any objection to venue of any such action, and (c) waives any rights it may have to a jury trial.

10.7 The parties acknowledge that gWorks is an independent contractor with respect to Client. Nothing contained herein shall be construed as creating any agency, partnership, joint venture, or employment relationship between gWorks and Client. Client will not supervise gWorks. gWorks shall pay all taxes due and payable on the payments received from Client in accordance with federal, state, and local law. Client shall not withhold or pay any federal, state, or local income tax, or any other payroll tax of any kind, on behalf of gWorks. gWorks not eligible for, nor entitled to, and shall not participate in, any of Client's fringe benefit plans.

10.8 gWorks may assign this Agreement in the event of a sale of all or substantially all its assets or a merger, consolidation, or change in control of a majority of its outstanding voting shares. Otherwise, except as otherwise provided herein, neither party may assign its rights or obligations under this Agreement without the other party's prior written consent, which consent may be withheld or conditioned at the discretion of the non-assigning party. gWorks may not subcontract the performance of its obligations hereunder, in whole or in part, without the Client's prior written consent, which consent will not be unreasonably withheld or delayed.

10.9 This Agreement, including all applicable Ordering Documents, Change Orders, the Terms of Service (if applicable), and any other addenda (all of which are incorporated herein by this reference) contains the entire agreement of the parties with respect to the subject matter hereof and shall supersede any and all prior or contemporaneous discussions, negotiations, agreements, or understandings between the parties, whether written or oral, regarding the subject matter hereof. Except as otherwise provided herein, no waiver, amendment, or modification of any provision of this Agreement shall be effective unless in writing and signed by the party against whom such waiver, amendment, or modification is sought to be enforced. In the event of any conflict between the provisions of this Agreement and any Ordering Document, the Terms of Service, or any other addenda, the provisions of this Agreement will control, provided, however, the provisions of the Ordering Document will control if (i) the Ordering Document specifically references this Section 10.9 and states that the provisions of the Ordering Document will control and (ii) the provision at issue in the Ordering Document does not conflict with any provision in Article 6 or Article 8 of this Agreement. No consent by either party to, or waiver of, a breach by either party shall constitute a consent to or waiver of any other breach by either party.

10.10 If any provision of this Agreement shall be unenforceable or invalid under any applicable law or be so held by applicable court decision, the remaining provisions of this Agreement shall remain in full force and effect. The unenforceable or invalid provision shall be changed and interpreted so as to best accomplish the objectives of such provision within the limits of applicable law or applicable court decisions.

10.11 As used in this Agreement, “including” means “including without limitation”. The words “or” and “nor” are inclusive and include “and”. The singular shall include the plural and vice versa. References to “Articles,” “Sections,” “Ordering Documents,” “SOWs” shall mean the Articles, Sections, Ordering Documents or SOWs of or attached to this Agreement, unless otherwise expressly indicated. The headings or titles preceding the text of any Article or Section are inserted solely for convenience of reference, and shall not constitute a part of this Agreement, nor shall they affect the meaning, construction, or effect of this Agreement.

10.12 If either party is delayed or prevented from performing its obligations under this Agreement as a result of any cause beyond its reasonable control, including, without limitation, acts of God, fire, riots, acts of war, terrorism or insurrection, labor disputes, transportation delays, utility or communication interruptions, rejection of domain name by registration company, transportation delays, power failure, computer failure, failure of Client’s computer system, gWorks system downtime for routine maintenance, network problems, or telecommunications failure, the delay shall be excused during the continuance of, and to the extent of such cause, and the period of performance shall be extended to the extent necessary to allow performance after the cause of delay has been removed.

This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement, and all of which, when taken together, will be deemed to constitute one and the same Agreement. This Agreement may be executed and delivered via facsimile, electronic mail, or other electronic transmission methods (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000), and the execution and delivery of this Agreement by such methods shall be deemed to be valid and effective for all purposes.

By signing this Agreement, the individual signing on behalf of the Client certifies and warrants that they are authorized to sign on behalf of the Client, agreements to the terms of this Agreement and any documents incorporated herein, and that, upon their signature, this Agreement and any documents incorporated herein will become legally binding agreement of the Client.

GIS Workshop, LLC d/b/a gWorks	**Client Name*:**
Sign: Joseph R. Heieck	Sign:
Print Name: Joseph R. Heieck	Print Name:
Title President & CEO	Title
Date: 10/12/2022	Date:
Address: 3905 S 148th St., Suite 200, Omaha, NE 68154	Address:

*For Client Name, please use the legal name of your entity, organization, or government body. For example, City of Anytown TX; Any County MD; Anytown Water District CO; Anytown Public Utility IA.

EXHIBIT A: TERMS OF SERVICE

GIS WORKSHOP LLC, DBA GWORKS

THESE TERMS OF SERVICE (the "Terms of Service") are effective as of the first date on which the person or entities agreeing hereto (the "Client") executes a Statement of Work or Master Services Agreement, agreeing to be bound to these Terms of Service, or otherwise indicates its acceptance of these Terms of Service by registering for and accessing the Service (as hereinafter defined) (the "Effective Date"). These Terms of Service outline the services that the Client will receive. These Terms of Service shall be a binding agreement between Client and GIS Workshop, LLC dba gWorks ("gWorks") doing business as gWorks (each a "Party" and collectively the "Parties"). The Terms of Service govern the Parties' rights and obligations with respect to the provision and access of those certain web-based and/or mobile application services (the "Service") offered by gWorks on and through its website (the "Site") for personal or business use by Client (the "Purpose"). Client acknowledges that it has read these Terms of Service carefully before accessing or using the Site or the Service and agrees to be bound by the terms and conditions therein. To the extent gWorks makes any material changes to these Terms of Service, it shall use commercially reasonable efforts to notify and seek Client's acceptance of such changes prior to such changes becoming effective as to Client. Capitalized terms which are used but not otherwise defined herein shall have the meanings ascribed to them in the Master Services Agreement. In the event of any conflict between the Terms of Service and the Master Services Agreement executed by the Parties, the Master Services Agreement shall control.

1. **SERVICE**. Subject to Client's continued compliance with these Terms of Service, and in consideration of gWorks granting access to Client to the Site and Service in accordance with the terms hereof and the Subscription Fee (as defined below) paid by Client hereunder, gWorks grants to Client, and Client hereby accepts, pursuant to the terms and conditions set forth herein, a non-exclusive, non-transferable, non-sublicensable right and subscription to use and access the Service through the Site, solely in connection with the Purpose. All features, content, specifications, Site Deliverables, data, and layout of the Service described or depicted on, or generated through, the Site are subject to change.
2. **THIRD PARTY PRODUCTS.** Client acknowledges that the Service may include access to third party software, services, and data (collectively, "Third Party Products"). By accessing the Service, Client is agreeing to be bound by each of these third party's terms with respect to their own software, services, and data. gWorks makes no independent representations or warranties with respect to any Third-Party Products and shall have no liability arising out of or relating to Client's use thereof.
3. **SCOPE OF SUBSCRIPTION RIGHTS.** The rights granted by gWorks to Client for the Service are personal to Client and allow Client to use and access the Service and any Site Deliverables (as defined below) generated through the Service for its own personal or business use, for public access (allowing the public to use any available computers or mobile devices to obtain access), on its own computer or mobile device, and strictly for the Purpose. Except as otherwise provided herein, these subscription rights may not be shared by more than one individual or assigned to new users without the consent of gWorks, which may be withheld in gWorks' sole and absolute discretion.
4. **FEES AND PAYMENT TERMS.**

(a) In consideration for gWorks granting Client access to the Service, Client agrees to pay to gWorks a non-refundable subscription fee in the amount and on the terms set forth in the Ordering Documents (the "Subscription Fee"), which shall be charged in accordance with the Ordering Documents.

(b) Unless otherwise agreed to by the parties, Client shall be initially charged the Subscription Fee on the Effective Date. Client shall register for the Service either through the execution of an Ordering Document with gWorks, or through accessing the Service electronically. Upon registration, Client may submit credit card information for the account that will be automatically charged for the Subscription Fee. Alternatively, gWorks may issue an invoice to Client for payment by Client in accordance with the terms of such invoice. The Subscription Fees shall be processed on a reoccurring basis by gWorks and either automatically charged to Client's credit card or through an issued invoice, which shall be payable by Client in accordance with its terms and the applicable terms of the Ordering Document.

(c) In the event that gWorks elects to allow for payment by credit card, gWorks may use a third-party intermediary to manage credit card processing, and this intermediary will not be permitted to store, retain or use Client's billing information except to process Client's credit card information for gWorks**.** gWorks' handling of Client's personal information shall be in accordance with gWorks' privacy policies and practices, which will be provided to Client upon request or is available here: https://www.gworks.com/privacy-policy/.
(d) If Client's credit card payment information is entered in error or if payment does not go through for processing and Client fails to update or correct such payment information upon gWorks' request, gWorks may immediately terminate these Terms of Service and suspend Client's account without notice. In the event of any termination or suspension hereunder, Client will still have access to those portions and features of the Service that are made available to Client for no charge.

(e) The Subscription Fee does not include any taxes, levies, duties or similar governmental assessments, including value-added, sales, use or withholding taxes assessable by any local, state or federal jurisdiction that may be levied upon the Service or Client's use of the Site. If taxes should be imposed on any of the foregoing, Client will pay all such taxes (excluding taxes imposed on or measured by gWorks' income) and hold gWorks harmless for the payment of any and all such taxes.

(f) Upon term renewal, gWorks may increase the Client's annual Subscription Fees up to gWorks then-current list price or for changes to the Consumer Price Index. gWorks will notify the Client at least thirty (30) days in advance with the renewal term invoice, and the increased fees will apply at the start of the next renewal term. If the Client does not agree to this increase, either party can choose to terminate the renewal term at the end of the Client's then-current term per the termination provisions in this Agreement or as set forth in the Ordering Document.

5. **CLIENT MATERIALS.** Client acknowledges and agrees that, in order for Client to fully utilize certain portions of the Service, Client must input certain Client Materials into the Service via the Site or via the gWorks. By doing so, Client is not relinquishing any of its ownership or rights in and to such Client Materials. However, Client hereby grants to gWorks, and gWorks hereby accepts, a non-exclusive, sublicensable, perpetual, worldwide license to use, host, reproduce, store, enhance, supplement and otherwise distribute the Client Materials in any and all ways necessary for gWorks to provide to Client the Service, to generate the Site Deliverables, and for all other legitimate business purposes of gWorks related to the Service or Site (or with respect to gWorks' other legitimate business needs). Client, not gWorks, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership of all Client Materials, and gWorks shall not be responsible or liable for the deletion, correction, inaccuracy, destruction, damage, loss or failure to store any Client Materials. Client acknowledges and agrees that gWorks is not responsible for examining or evaluating and makes no guarantees regarding the accuracy, completeness, timeliness, validity, legality,

decency, quality or any other aspect of the Client Materials, and gWorks shall have no liability to Client or any third party for its use of or reliance on the Client Materials. gWorks reserves the right to remove and/or discard Client Materials upon thirty (30) days written notice to the Client. If the Client does not claim the Client Materials or make arrangement to do so within thirty (30) days of gWorks providing the written notice to the Client, gWorks may remove and/or discard the Client Materials. gWorks will, upon request, provide Client with access to the Client Materials during the Term of these Terms of Service, in a form reasonably agreed to by gWorks and Client. The parties agree that gWorks will provide notice to the Client of any Client Materials of which it has possession upon termination of these Terms of Service. gWorks will maintain any such Client Materials for a period of thirty (30) days following termination of the agreement. If the Client or another representative of the State of Nebraska does not claim or make arrangements to claim the Client Materials within thirty (30) days after the notice, gWorks has no further obligation to maintain any Client Materials.

6. **SITE DELIVERABLES.** As part of the Service, gWorks may generate certain data, reports, studies, charts, presentations or other deliverables (collectively, the "Site Deliverables"). While gWorks makes extensive efforts to present accurate and up to date Site Deliverables, Client acknowledges that such Site Deliverables rely largely on the accuracy and currency of the third party data used by gWorks in connection therewith. Thus, gWorks makes no representations or warranties as to the Site Deliverables, and the Parties acknowledge that the Site Deliverables may be inaccurate, incomplete, unreliable or out of date. Client should independently verify the accuracy, completeness and relevance of any information it receives from gWorks as part of a Site Deliverable before relying on it for any purpose of material impact. gWorks is not responsible for damages from lost profits, loss of business or any other losses arising out of Client's use of or reliance on the Site Deliverables, Service or Site.

7. **SERVICE RESTRICTIONS.** Client agrees it will not: (a) rent, lease, license, loan, transfer, assign, sell, copy, sublicense, commercialize, distribute or otherwise use or provide access to the Site, the Service or Site Deliverables, or the underlying software used therein, in whole or in part, on a temporary or permanent basis, except as expressly permitted by these Terms of Service; (b) use the Service, the Site Deliverables, the underlying software used therein, or any portion thereof to create any tool, application or software product that can be used to create software applications of any nature whatsoever; (c) Use the Service, Site Deliverables, or the Site in any unlawful manner whatsoever; (d) Remove, alter, cover, obfuscate, and/or otherwise deface any proprietary notices on the Site or the Site Deliverables; (e) Access the Service by any means other than through the Site; (f) Spider, data-mine, scrape, probe or otherwise attempt to abuse the Site or Service; or (g) Modify, alter, adapt, copy, decompile, disassemble, reverse engineer, reverse assemble or emulate the functionality, reverse compile, attempt to derive the source code of, reduce to human readable form, or create derivative works of the Service, the Site or the underlying software used therein, in whole or in part.

8. **REGISTRATION.** Prior to Client being able to access the Service, Client may be required to register for the Service on the Site. Alternatively, Client may register for the Service by executing a written agreement (i.e. a Master Agreement or Ordering Document) with gWorks in the form provided to Client by gWorks. As part of the registration process, Client will be required to provide certain information, and may be awarded a username and password. Client shall remain responsible for maintaining the security of its account, including its username and password, and shall not disclose it to any third party except as

authorized herein. gWorks will not be responsible or liable for any loss or damage caused by Client's failure to comply with its security obligation. Client remains responsible for all activity occurring under its accounts, and shall notify gWorks immediately of any unauthorized use of any password or account or any other known or suspected breach of security.

9. **SUPPORT, MAINTENANCE AND UPGRADES**.

(a) Provided Client is not in breach of these Terms of Service, and provided these Terms of Service remain in effect, gWorks will provide general support services related to the Service during the hours of 8:00 AM through 5:00 PM, CST, Monday through Friday (not including holidays). This schedule may change from time to time, as determined by gWorks in its sole discretion. General support services will include email communication during the time frame described above. Any support services beyond those described herein, or any support services provided outside of the time frame described above, may be provided by gWorks at gWorks' sole and absolute discretion, and upon terms determined by gWorks.

(b) Client understands and acknowledges that gWorks has the right to modify and update (or refrain from modifying and updating) the Site and Service at any time, provided however, that gWorks will notify Client of any material changes in the existing functionality or capabilities of the Service. Updates and improvements provided as part of gWorks' general maintenance services shall be made in gWorks' sole and absolute discretion. gWorks shall be under no obligation to provide any updates, improvements or enhancements. All right, title and interest to upgrades, enhancements, and special programming shall vest in and belong to gWorks. Client specifically acknowledges that some additional services or upgrades may be developed for the Service, for which gWorks may require the payment of additional fees or other terms and conditions in order for Client to be entitled to use such additional services or upgrades, which services or upgrades shall not be deemed to be Services hereunder absent payment of such fees or compliance with such conditions.

10. **BACKUP; DISASTER RECOVERY; SECURITY**.

(a) gWorks agrees to maintain, through itself or through third party service providers, backup and disaster recovery facilities sufficient to permit it to recover and make available to Client under these Terms of Service the Site, Service, Site Deliverables, and Client Materials within forty eight (48) hours of any system failures or data loss.

(b) gWorks shall maintain adequate security precautions to minimize the likelihood of any unauthorized access through the Internet to Client Materials or other data provided by Client to gWorks through the Site, including, among other things, the use of a secure server, protective firewalls and encryption.

11. **OWNERSHIP OF INTELLECTUAL PROPERTY.** Except with respect to the Client Materials, which gWorks acknowledges is the property of Client, Client acknowledges that gWorks and/or the third party sources of gWorks' information are the owners of all right, title and interest in and to all Intellectual Property in the Service, the Site, Site Deliverables, Third Party Products and the underlying software used therein, in any form whatsoever, including: a) the technology available as part of or embodied in the Service;

and b) all content, including but not limited to text, software, music, sound, photographs, video, graphics, plots, typeset formulas, tables, general page layouts, juxtapositions of data or other material contained in the Site, the Site Deliverables or otherwise provided as part of the Service. Client acknowledges that the Site, the Service, the Site Deliverables, and any other products or services offered by gWorks are protected by United States and international copyrights, patents, trademarks, service marks, trade secrets or other proprietary and intellectual property rights and laws, as applicable. Client acknowledges that it claims no proprietary rights in any Intellectual Property of gWorks, the Site, the Site Deliverables, the Service, or Third Party Products, and will be entitled to only such rights as are granted to Client pursuant to any and all agreements between gWorks and Client. The Site, the Site Deliverables, and the Service may be used only in accordance with the terms and conditions of these Terms of Service. All pending and/or registered trademarks and service marks, and other graphics, logos, and trade names used by gWorks in connection with the Site, the Site Deliverables, and the Service, and any other products or services offered by gWorks (collectively the " gWorks Trademarks") are the trademarks of gWorks or its content providers. gWorks and Client acknowledge that, in the event of any third party claim that the Site, the Site Deliverables, or the Service infringes such third party's Intellectual Property Rights, gWorks will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim, subject to these Terms of Service. For purposes of clarification, upon payment in full by Client of all applicable Subscription Fees, Client shall own the Site Deliverables themselves, notwithstanding the fact that no proprietary rights shall accrue to Client in any Intellectual Property embodied therein or associated therewith, and Client may use such Site Deliverables as it sees fit, subject to Client's full and continued compliance with the terms of conditions of these Terms of Service.

12. **CANCELLATION, TERM AND TERMINATION.**

(a) **Term**. These Terms of Service shall become effective as of the Effective Date and shall continue in effect for the period of time set forth in the Ordering Document, unless and until terminated in accordance with these Terms of Service or upon termination of the Master Agreement entered into between the parties (collectively, the "Term"). Termination of these Terms of Service will not terminate the Master Agreement between the parties, but termination of the Master Agreement will automatically terminate these Terms of Service.

(b) **Termination**. These Terms of Service may be immediately terminated, in writing, by either Party as follows: (a) if the other Party breaches any material provision hereof and does not cure such breach within 30 days after it receives written notification thereof from the non-breaching Party; (b) upon dissolution, insolvency, or any adjudication in bankruptcy of, or any assignment for the benefit of creditors by, the other Party.

(c) **Effect of Termination**. Upon termination of these Terms of Service for any reason, Client shall immediately cease any use of the Service, any Site Deliverables that have not been personally delivered to Client, and the Site. All fees otherwise due and payable shall be immediately paid. Annual fees are nonrefundable.

13. **MUTUAL REPRESENTATIONS AND WARRANTIES**. Each Party represents and warrants as follows:

(a) It has all necessary power and authority to enter into these Terms of Service, to grant to the other Party all of the rights granted hereby and to perform its obligations hereunder;

(b) The Terms of Service are and shall remain the valid, legal and binding obligation of such Party, enforceable against it in accordance with its terms, except where enforceability may be limited by bankruptcy, insolvency or similar laws affecting creditors' rights or by principles of equity; and

(c) The execution, delivery and performance of these Terms of Service does not conflict with or result in a breach of, any agreement, written or oral, to which it is a party or by which it or its property is bound.

14. **LIMITATION OF LIABILITY**. EXCEPT AS OTHERWISE PROVIDED HEREIN, IN NO EVENT SHALL GWORKS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOSS OF PROFITS, REVENUE, DATA OR USE, INCURRED BY THE OTHER PARTY OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. AND EVEN IF ANY OF THE LIMITED REMEDIES OF THESE TERMS OF SERVICE FAIL TO FULFILL ITS ESSENTIAL PURPOSE. SUBJECT TO "16 INDEMNITY" OF THESE TERMS OF SERVICE, GWORKS SHALL NOT BE LIABLE TO CLIENT FOR ANY BREACH OF SECURITY ON THE SITE, REGARDLESS OF WHETHER ANY REMEDY PROVIDED IN THESE TERMS OF SERVICE FAILS ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL GWORKS' AGGREGATE LIABILITY FOR DAMAGES UNDER THESE TERMS OF SERVICE CLAIMED BY CLIENT OR ANY THIRD PARTY ARISING FROM CLIENT'S USE OR RELIANCE ON THE SITE, SERVICE OR SITE DELIVERABLES EXCEED PAYMENTS MADE BY CLIENT TO GWORKS DURING THE SIX (6) MONTHS PRECEDING THE CLAIM. SOME STATES OR OTHER JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF LIMITATION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO CLIENT.

15. **NO WARRANTY. CLIENT AGREES TO USE THE SERVICE, THE SITE DELIVERABLES AND THE SITE AT ITS SOLE RISK, AND GWORKS SHALL HAVE NO LIABILITY TO CLIENT OR ANY THIRD PARTY FOR ITS USE OR ACCESS OF OR RELIANCE ON THE SERVICE, THE SITE, OR THE SITE DELIVERABLES. CLIENT RECOGNIZES THAT THE INTERNET CONSISTS OF MULTIPLE PARTICIPATING NETWORKS THAT ARE SEPARATELY OWNED AND THEREFORE ARE NOT SUBJECT TO THE CONTROL OF GWORKS. CLIENT ALSO ACKNOWLEDGES THAT COMPUTER SYSTEMS ARE INHERENTLY UNSTABLE AND MAY MALFUNCTION OR CEASE TO FUNCTION AT ANY TIME WITHOUT WARNING. MALFUNCTION OR CESSATION OF INTERNET SERVICES BY INTERNET SERVICE PROVIDERS OR OF ANY OF THE NETWORKS THAT FORM THE INTERNET MAY MAKE THE SERVICE OR SITE TEMPORARILY OR PERMANENTLY UNAVAILABLE. THE SERVICE, THIRD PARTY PRODUCTS, SITE DELIVERABLES, SITE, INTELLECTUAL PROPERTY AND ANY RELATED PRODUCTS AND SERVICES ARE SUPPLIED TO CLIENT "AS IS." NEITHER GWORKS NOR ANY THIRD PARTY INFORMATION OR SERVICE PROVIDER OF GWORKS GIVES ANY WARRANTIES, EXPRESS OR IMPLIED, RELATED THERETO, EXCEPT AS EXPRESSLY PROVIDED HEREIN. GWORKS DISCLAIMS, AND CLIENT EXPRESSLY WAIVES, THE IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE. IN PARTICULAR, EXCEPT AS OTHERWISE SET FORTH IN SECTIONS 2.1 AND 2.2 OF THE MASTER SERVICES AGREEMENT, NEITHER GWORKS NOR ANY THIRD PARTY INFORMATION OR SERVICE PROVIDER OF GWORKS MAKES**

ANY WARRANTIES THAT (A) THE SERVICE WILL MEET CLIENT'S REQUIREMENTS, (B) THE SERVICE OR SITE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (C) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE, SITE DELIVERABLES OR SITE WILL BE ACCURATE OR RELIABLE, (D) THE QUALITY OF ANY PRODUCTS, SERVICES, SITE DELIVERABLES, INFORMATION OR OTHER MATERIAL RECEIVED OR OBTAINED BY CLIENT THROUGH THE SERVICE, SITE DELIVERABLES OR SITE WILL MEET CLIENT'S EXPECTATIONS, OR (E) ANY ERRORS IN THE SOFTWARE USED TO OPERATE THE SERVICE AND SITE WILL BE CORRECTED. ANY MATERIALS DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE OR SITE, INCLUDING THE SITE DELIVERABLES, ARE ACCESSED AT CLIENT'S OWN DISCRETION AND RISK, AND CLIENT WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO ITS COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. FURTHER, THE SERVICE, THE SITE AND DATA MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. EXCEPT AS EXPRESSLY SET FORTH HEREIN, GWORKS IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

16. **INDEMNITY**. Each party, gWorks and Client, on behalf of itself and its respective affiliates, officers, directors, agents, and employees (collectively, the "Indemnifying Party") agrees to indemnify and hold the other party and each of its respective affiliates, officers, directors, agents, and employees (collectively, the "Indemnified Party") harmless from and against any and all claims, demands, liabilities, obligations, losses, damages, penalties, fines, amounts paid in settlement, interest, expenses and disbursements of any kind and nature whatsoever (including attorneys' fees, court costs, accountants' fees and fees of expert witnesses, which shall be paid as incurred), arising out of, resulting from, relating to, in the nature of or caused by any suit, investigation, proceeding, demand or claim by any third party (collectively "Claims"), arising out of or related to (a) a violation by the indemnifying Party of any applicable rule, law, regulation, court order or decree or other like item; or (b) any personal injury (including death) or property damage arising out of, resulting to, in the nature of or caused by the gross negligence or willful misconduct of the Indemnifying Party, its officers, directors, agents or employees.

17. **CONFIDENTIALITY.** During the Term of these Terms of Service, gWorks may provide the Client with certain confidential and proprietary information ("Confidential Information"). Confidential Information includes, but is not limited to, the Site Deliverables, all code, inventions, techniques, algorithms, know-how and ideas, all business, financial and technical trade secrets, any written information which is marked "Confidential," any information which is orally disclosed, identified as confidential at the time of disclosure and confirmed in writing as being confidential within thirty (30) days thereafter, as well as any information or material which, by its nature and under the circumstances surrounding its disclosure, is generally considered proprietary and confidential, regardless of whether it is marked or properly reduced to writing. However, "Confidential Information" will not include information that (a) is publicly known at the time of its disclosure or becomes publicly known thereafter through no fault of the Client; (b) is lawfully received by the Client from a third party not under an obligation of confidentiality to the gWorks, (c) is published or otherwise made known to the public by the gWorks, or (d) was generated independently by the Client before disclosure by the gWorks. The Client will refrain from using the gWorks' Confidential Information except to the extent necessary to exercise its rights or perform its obligations under these Terms of

Service. The Client will likewise restrict its disclosure of the gWorks' Confidential Information to those who have an absolute need to know such Confidential Information in order for the Client to perform its obligations and enjoy its rights under these Terms of Service. Such persons will be informed of and will agree to the provisions of this Section 17 and the Client will remain responsible for any unauthorized use or disclosure of the Confidential Information by any of them.

18. **FORCE MAJEURE.** Neither Party shall be liable for damages hereunder for a delay or failure in its performance of any obligation under these Terms of Service as a result of causes beyond its reasonable control, including acts of God, fire, riots, acts of war, terrorism, labor disputes, lockouts, embargoes, insurrection, riots, inability to obtain materials or labor due to governmental acts, rules, regulations or directives, utility or communication interruptions, transportation delays, power failure, computer failure, breakdown of machinery, accidents, fires, floods or other natural disasters (each a "Force Majeure Event"). Upon the giving of prompt written notice to the other Party of a Force Majeure Event, the time of performance by the Party so affected shall be extended to the extent and for the period that its performance of said obligations is prevented by such cause.

19. **LINKS TO THIRD PARTY SITES**. The Site and Services may include links that will take Client to other sites outside of the Site ("Linked Sites"). The Linked Sites are provided by gWorks to Client as a convenience and the inclusion of the links do not imply any endorsement by gWorks of any Linked Site. gWorks has no control of the Linked Sites and Client therefore acknowledges and agrees that gWorks is not responsible for the contents of any Linked Site, any link contained in a Linked Site or any changes or updates to a Linked Site. Client further acknowledges and agrees that gWorks is not responsible for any form of transmission (e.g. webcasting) received from any Linked Site.

20. **GENERAL INFORMATION.**

(a) Client will be responsible for providing any hardware, devices or applications necessary to access the Site, Service, Site Deliverables and Client Materials and to otherwise make the Client Materials available to gWorks in order to permit it to provide the Service or access the Site.

(b) These Terms of Service shall be governed by Section 10.6 of the Master Services Agreement when the parties have a dispute.

(c) If Client should have any questions, complaints or claims with respect to the Service, such questions, complaints or claims should be directed to:

GIS Workshop, LLC dba gWorks
Client Success Department
3905 S. 148th St., Ste 200, Omaha, NE 68144
info@gworks.com
(888) 608-7666

(d) These Terms of Service may not be assigned or transferred by Client without the express written consent of gWorks, which may be granted or withheld in gWorks' sole discretion. These Terms of Service may not be assigned or transferred by gWorks without the express written consent of Client which may be granted or withheld in Client's sole discretion, provided, however, that gWorks may assign these Terms of Service in the event of a sale of all or substantially all of its assets or a merger, consolidation or change in control of a majority of its outstanding voting shares without the express written consent of Client.

(e) The words "or" and "nor" are inclusive and include "and." "Including" means "including without limitation" and does not limit the preceding words or terms. The singular shall include the plural and vice versa. References to "Sections" shall mean the Sections of the Terms of Service, unless otherwise expressly indicated. The headings or titles preceding the text of the Sections are inserted solely for convenience of reference, and shall not constitute a part of these Terms of Service, nor shall they affect the meaning, construction or effect of the Terms of Service.

(f) These Terms of Service constitute the entire agreement of the Parties regarding the subject matter herein and supersede all prior or contemporaneous agreements, understandings or communications between the parties, whether written or oral. Except as provided in the Agreement, these Terms of Service may not be amended, modified, qualified or otherwise changed or altered except in writing executed by an authorized signatory of each Party hereto.

(g) No agency, partnership, joint venture, employee-employer or franchisor-franchisee relationship is intended or created by these Terms of Service.

(h) If any provision of these Terms of Service or the application thereof to any Party or circumstances shall be declared void, illegal or unenforceable, the remainder of these Terms of Service shall be valid and enforceable to the extent permitted by applicable law. In such event, the Parties shall use their best efforts to replace the invalid or unenforceable provision by a provision that, to the extent permitted by the applicable law, achieves the purposes intended under the invalid or unenforceable provision. Any deviation by either Party from the terms and provisions of these Terms of Service in order to comply with applicable laws, rules or regulations shall not be considered a breach of these Terms of Service. The provisions that expressly or by their nature survive the termination of these Terms of Service, or those provisions that will not be fully performed upon termination or expiration of these Terms of Service, shall survive the termination or expiration of these Terms of Service, as applicable.

(i) Client shall comply with all applicable laws, rules, and regulations with respect to the performance of its obligations hereunder and otherwise with respect to its access and use of the Site and Service, including all applicable laws regarding the transmission of technical data exported from the United States or the country in which Client resides.

(j) The terms that, either expressly survive the termination of these Terms of Service or by their nature will not fully be performed during the Term, including but not limited to Sections 11, 12(c), 14, 15, 16, 17, 20(b) and this Section 20(j), shall survive the termination or expiration of these Terms of Service.

21. **ADDITIONAL TERMS AND CONDITIONS FOR ACH TRANSACTIONS.**

(a) **General**. This Section 21 shall only apply to the automated clearing house ("ACH") services provided by or on behalf of gWorks, which may include payroll processing, payroll tax payments, direct deposit services for employees, and contractor and vendor payments, as incorporated as features of products and services offered by gWorks as part of the human resources hub ("HR Hub") and the finance hub ("Finance Hub") (collectively "ACH Services"). By subscribing to, accessing or using the ACH Services, Client agrees to be bound by this Section 21, in addition to all other provisions of these Terms of Service, and any additional terms, conditions, rules or policies that are provided to Client in connection with the ACH Services. To receive the ACH Services, Client may need to agree to additional terms and conditions and complete and sign additional forms or authorizations that gWorks or third parties provide to Client.
(b) **ACH Account**. The ACH Services will enable Client to enter, approve and submit Client Materials, including but not limited to payroll and accounts payable information, for creation, formatting, and transmission of credit and debit entries ("Entries") in accordance with the National Automated Clearing House Association Operating Rules & Guidelines, as the same may be amended from time to time (the "NACHA Rules"), and for gWorks to process such Client Materials and Entries. Entries will be initiated by gWorks out of Client's designated account (the "Account") at Client's financial institution ("Bank"), and credited to the account(s) designated by Client, in accordance with the Entry and payment instructions provided by Client, these Terms of Service and the Master Services Agreement. If Client desires gWorks to upload into the Services Client's Bank and Account information, then gWorks may, in its sole discretion, but is not required to, upload Client's Bank and Account information into the Services, and such services will be charged at gWorks then-standard rates. gWorks may use the Client Materials provided by Client for all legitimate business purposes of gWorks related to the ACH Services.
(c) **Required Information**. Prior to the provision of the ACH Services, Client must submit the completed and executed documents gWorks requires for providing the ACH Services, including Client's payroll, employee, Bank, and Account documents, any required federal, state, or local powers of attorney, and any additional documents or information requested by gWorks. The ACH Services provided will be based on and are dependent upon the Client Materials provided to gWorks by Client (including proof of federal, state, and local tax identification numbers). Failure to provide the required Client Materials and documents may adversely impact gWorks' ability to perform the ACH Services.
(d) **Entries**. gWorks may reject any Entry which does not comply with the requirements in these Terms of Service, the Master Services Agreement, or NACHA Rules, or with respect to which the Account does not contain sufficient available funds to process the applicable Entry. gWorks will have no liability to Client for the rejection of any Entry or any Claims directly or indirectly arising therefrom. If Client requests that gWorks corrects any Entries on Client's behalf, gWorks may attempt to do so; provided, however, that gWorks is not obligated to make any requested correction, and gWorks is not liable for any Claims or other consequences that may directly or indirectly result from gWorks' attempt to correct, or failure to correct, such Entries. Client acknowledges that if sufficient funds are not available in the Account for gWorks to process an Entry, (i) Client will immediately become solely responsible for all tax deposits and filings, all employee wages, all Client third-party payments (e.g., customer and vendor payments) and all related penalties and interest due then and thereafter, (ii) any and all ACH Services may, at gWorks' option, be immediately terminated, and (iii) gWorks will not have any further obligation to Client or any third party with respect to any such ACH Services.

(e) **Client Representations and Warranties**. Client, as an Originator (as defined in the NACHA Rules), makes the following representations, warranties, covenants, certifications, authorizations and acknowledgments:
(1) Client (a) agrees to be bound by and warrants it will comply with the NACHA Rules, (b) warrants it will not submit Entries that violate the laws of the United States, (c) warrants it will comply with all U.S. laws, rules and regulations, including, as applicable, laws, rules and regulations applicable to IAT Entries (including those of the Office of Foreign Assets Control (OFAC) and the Financial Crimes Enforcement Network), (d) acknowledges and agrees that gWorks shall have the right to audit Client's compliance with the provisions of these Terms of Service, the Master Services Agreement and the NACHA Rules, and (e) acknowledges and agrees that gWorks shall have the right to suspend or terminate initiating ACH Services immediately upon notice to Client in the event Client breaches any of the NACHA Rules, these Terms of Service or the Master Services Agreement;

(2) Client (a) certifies that it has not been suspended and does not appear on a National Association list of suspended Originators, and (b) warrants that it will not transmit any Entry if it has been suspended or appears on a National Association list of suspended Originators;

(3) Client authorizes gWorks to initiate Entries on behalf of Client to its Receivers' (as defined in the NACHA Rules) accounts and Client agrees to be financially responsible to the Bank (i.e. the Originating Depository Financial Institution as defined in the NACHA Rules) for all Entries initiated by gWorks on Client's behalf;

(4) Client acknowledges and agrees that gWorks and the Bank (a) may restrict certain types of Entries, (b) shall have the right to reject any Entry or series of Entries, and (c) shall have the right to reverse Erroneous Entries (as defined in the NACHA Rules);

(5) Client represents, warrants and certifies that (a) prior to submission, each Entry has been properly authorized by Client and the Receiver in accordance with the NACHA Rules, and that (i) the authorization has not been revoked, (ii) these Terms of Service and the Master Service Agreement have not been terminated, (iii) Client has no knowledge of the revocation of the Receiver's authorization or termination of the agreement between the Receiver and the RDFI concerning the Entry, and (iv) at the time the Entry is processed by a RDFI (as defined in the NACHA Rules), the authorization for that Entry has not been terminated, in whole or in part, by operation of law, (b) Client will retain all authorizations for a minimum of two (2) years following termination or revocation of the authorization, and (c) Client will provide a copy of such authorization to gWorks upon request;

(6) Client represents, warrants and certifies that (a) all Client Materials for credit and debit Entries will be accurate and timely, and (b) each Entry will contain all information required by the NACHA Rules for specific Entry types, including, but not limited to, the Receiver's correct account number, dollar amount of the Entry, Client's Name, Client's Entry description;

(7) Client acknowledges and agrees that (a) Client shall be responsible for promptly detecting and correcting any errors, (b) any Entry or Client Materials sent to gWorks that identifies the Receiver inconsistently by name and account number may be processed by Bank based solely on the account number provided, and (c) gWorks is authorized to take such measures as gWorks deems appropriate to carry out the intent of Client in completing any particular Entry, including, but not limited to, gWorks may contact Client or may attempt to retransmit any Return Entry (as defined in the NACHA Rules);

(8) Client agrees to implement and maintain safeguards to protect against (a) any unauthorized access to confidential information being stored, processed or transmitted in connection with Entries, and (b) submission of fraudulent Client Materials or Entries purportedly on Client's behalf; and

(9) Client represents and warrants, to the extent applicable, that (a) the origination of each IAT Entry shall comply with the laws and payment systems rules of the receiving country, and (b) any submission by Client requiring initiation of an IAT Entry by gWorks shall include the name and physical address of each of Client and the Receiver, the account number of the Receiver and the identity of the Receiver's bank, bank ID number and bank branch code.

(f) **Disclaimers**. In gWorks' performance of the ACH Service, Client acknowledges and agrees that (i) gWorks is not acting in a fiduciary or trustee capacity for Client or its employees or independent contractors, and gWorks is only a facilitator (and not a party) to any Entries and payment transactions as part of the ACH Services, (ii) using the ACH Services does not relieve Client's obligations under local, state, or federal laws or regulations as related to the transactions processed as part of the ACH Services, which without limiting the generality of the foregoing shall include any payroll taxes and withholdings liabilities of Client, and (iii) gWorks solely provides a platform for the ACH Services, gWorks is not a regulated financial institution, and any information that gWorks provides in connection with the ACH Services is for informational purposes only and should not be construed by Client as legal, tax, financial or accounting advice. Client shall indemnify gWorks, it affiliates, officers, directors, agents, and employees, from and against any Claims arising out of or resulting from the debiting or crediting of any Entry or a breach by Client of this Section 21.
CLIENT ACKNOWLEDGES THAT IT HAS READ THESE TERMS OF SERVICE, UNDERSTANDS THEM, AND WILL BE BOUND BY THE PROVISIONS CONTAINED HEREIN. CLIENT FURTHER ACKNOWLEDGES THAT THESE TERMS OF SERVICE MAY NOT BE AMENDED BY CLIENT WITHOUT THE EXPRESS WRITTEN CONSENT OF GWORKS.

City of Junction City

City Commission

Agenda Memo

01/03/2023

From: Allen J. Dinkel, City Manager

To: Governing Body

Subject: Request from Junction City First United Methodist Church

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Explanation of Issue: Here is a request from Associate Pastor Will Ravenstein.

Good afternoon,

Junction City First United Methodist Church is hoping to host the 2nd Annual Easter Egg-stravaganza in Heritage Park this year. After the success of last year, we are starting our planning early. Would it be possible to reserve the park and have rental fees waived for this community event?

Your assistance last year was greatly appreciated, and we want to make it more special this year for the children and youth of the community.

Thank you for your assistance and God Bless,

Will

--

Will Ravenstein
Assoc. Pastor JC 1st United Methodist Church
Pastor White City United Methodist Church
Cell - 620-968-7342

Budget Impact: The loss of revenue is very minimal for a community event.

Staff Recommendation: Who does love an Easter Egg Hunt. This is a great use for the park and for the enjoyment of families in our community.

City of Junction City

City Commission

Agenda Memo

01/03/2023

From: Allen J. Dinkel, City Manager

To: Governing Body

Subject: Appointment of City Commissioners to Boards and Committees

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Objective: To appoint City Commissioners to Various Boards and Committees.

Explanation of Issue: Members of the City Commission serve and represent the City of Junction City on various boards and committees. These committees and boards are:

Military Affairs Council

Commissioner Butler has been serving on this Council

Chamber of Commerce Board of Directors

Commissioner Underhill has been serving on this board.

Economic Development Advisory Committee (EDC)

Commissioner Landes presently serves on this committee.

Library Board

Per State Statute this must be the Mayor.

Flint Hills Regional Council

Commissioner Bea was serving on this Council with Commissioner Larson serving as the alternate.

Flint Hills Metropolitan Planning Organization

Currently Commissioner Larson represents the City with Commissioner Underhill as the alternate.

ATA Bus: Commissioner Bea currently serves on this board.

Budget Impact: Not applicable

Staff Recommendation: None

Attachments: None

City of Junction City

City Commission

Agenda Memo

01/03/2023

From: Allen J. Dinkel, City Manager

To: Governing Body

Subject: **Consider Approval of the First Amendment to the Loan Agreement for the Phase I Water Project**

Explanation of Issue: On December 4, 2015, the City entered into a Loan Agreement with the Kansas Department of Health and Environment (KDHE) for a loan for Phase I Water Improvements. The initial amount of this loan was $13,235,000. The first payment of the loan was made on February 1, 2018. The project was not completed at the time, but we decided to start payments at that time to lessen interest costs. The loan was designed to make payments of the initial loan amount, but in the case of the KDHE revolving loans, interest is only charged on the amount of dollars actually borrowed. So, at that time the payments were set at $411,550.41.

The City however only actually borrowed $9,382,427.43. The reason for the lesser amount was the project cost was less than estimated and there were some expenses we paid out of funds in the Water Department, and we did not submit for reimbursement. For example, expenses spent on design engineering were never submitted for reimbursement since we had adequate funds in place. As we completed the project, we had some expenses e could have submitted for reimbursement, but again there was no reason to.

Since the project is completed, KDHE has amortized the loans payments. As you can see the semi-annual payments drop to $234,906.00 or a decrease of $176.644.41 semi-annually or $353,288.82 per year. I did request if we could keep our payments at the present rate and have the loan paid off sooner. They, however, will not allow us to do that. Below is an e-mail I received regarding this.

Allen,
The way the loan agreement is written whenever an amendment is done to the loan agreement whether it be to decrease to project costs or to show a prepayment, the amortization will always go out to the 20-year date from the original agreement. We cannot shorten the amortization period to less than the original agreement.

The City can make additional payments at any time; however, they must give us 60 days' notice and the amount of the prepayment must be 10% of the original principal amount of the loan or $50,000 whichever is greater. There is no penalty for prepayments.

With this loan the final principal amount is $9,382,427.43 therefore the minimum prepayment would have to be $938,242.74.

I've taken a screen shot from the agreement which covers repayments and prepayments.

Section 2.05. Repayment of the Loan.

(a) ***Loan Repayments***. The Municipality shall pay to KDHE, on or before the due dates, installments of principal and interest on the Loan in accordance with ***Exhibit B*** attached hereto, until the Loan has been paid in full. Installments of principal and interest on the Loan shall be computed and paid in accordance with the Loan Repayment Schedule on ***Exhibit B*** as in effect at any time under this Loan Agreement. Notwithstanding any other provision of this Loan Agreement, the first payment of principal and interest due on the Loan shall be made the earlier of two years after receipt by the Municipality of the first disbursement under the Loan or one year after Project completion. The final installment of principal under the Loan shall be fully repaid not later than 20 years after Project completion.

(b) ***Prepayment of the Loan***. The Municipality may prepay the outstanding principal of the Loan, in whole, or in part, at any time, without penalty, upon giving 60 days written notice to KDHE of its intent to so prepay , such notice shall indicate the actual source of funds that will be used to make the prepayment (specifically proceeds from a tax exempt bond issue, proceeds from a taxable bond issue, cash on hand, or some other instrument); provided, however, a partial prepayment may be made only if the prepayment amount is the greater of 10% of the original principal amount of the Loan or $50,000. A new ***Exhibit B*** will be prepared by KDHE following receipt of any acceptable partial prepayment, reamortizing the remaining principal amount over the remaining term of the Loan.

Let me know if you have any additional questions,
Thank you,

Mazaza.

C. Mazaza Mtawali, MPA.
Chief, State Revolving Fund,
KDHE Public Water Supply, Bureau of Water
Email: Clement.Mtawali@ks.gov
Tel. 785-296-5504 Ext. 65504

1000 SW Jackson Street, Suite 420
Topeka, KS 66612.

At some point in the future, we can pre-pay, but it has to be a minimum amount of 938,242.74. At this point we are not in a position to make a pre-payment of that amount as we will soon begin payments on the Phase II Water project. In the future we may be able to make a pre-payment, but we need to wait for a while before doing so. As you see we have a very low interest rate. Also, there may be some other upcoming projects for the Water Department.

The first agreement we received from KDHE had some date errors that had to be changed, and we did not have it on time for the last meeting.

Budget Impact: Annual payments will be decreased.

Staff Recommendation: Approve the amendment.

Suggested Motion: I move to approve the First Amendment to the Loan Agreement between the Kansas Department of Health and Environment acting on behalf of the State of Kansas and Junction City, Kansas, KPWSLF Project No. 2893.

Attachments: Amendment

FIRST AMENDMENT TO THE
LOAN AGREEMENT

BETWEEN

THE KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT
ACTING ON BEHALF OF
THE STATE OF KANSAS

AND

JUNCTION CITY, KANSAS
KPWSLF PROJECT NO. 2893

ORIGINAL LOAN AGREEMENT
EFFECTIVE AS OF DECEMBER 4, 2015

AMENDMENT NO. 1
EFFECTIVE AS OF NOVEMBER 21, 2022

First Amendment to
the Loan Agreement between the
Kansas Department of Health and Environment
Acting on behalf of the State of Kansas
and Junction City, Kansas
Effective as of November 21, 2022

WHEREAS, the City of Junction City, Kansas (the Municipality) has entered into a Loan Agreement with the Kansas Department of Health and Environment, acting on behalf of the State of Kansas, effective as of December 4, 2015, (the "Loan Agreement"); and

WHEREAS, said Loan Agreement was entered into for the benefit of Junction City, Kansas, KPWSLF Project No. 2893; and

WHEREAS, the Municipality hereby determines that it is necessary to amend certain exhibits to the Loan Agreement, and

WHEREAS, this First Amendment to the Loan Agreement is entered into and effective as of November 21, 2022;

<u>SECTION 1.</u> Section 2.01 and Exhibit B2 of the LOAN AGREEMENT BETWEEN THE KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT AND JUNCTION CITY, KANSAS are hereby amended to read as set forth on the pages attached hereto.

<u>SECTION 2.</u> Except as herein specifically set out, the Loan Agreement is confirmed and ratified.

IN WITNESS WHEREOF, KDHE and the Municipality have caused this First Amendment to the Loan Agreement for the Municipality to be executed, sealed and delivered, effective as of November 21, 2022.

AD ASTRA PER ASPERA
Kansas
Department of Health and Environment

The KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT, acting on behalf of THE STATE OF KANSAS

By: Janet Stanek
Janet Stanek
Secretary
Kansas Department of Health & Environment

Date: 12-2-2022

By: ______________________________

____
Printed Name
Mayor
Junction City, Kansas

(Seal)

ATTEST:

By: ______________________________

Title: ______________

Date: ______________

ARTICLE II

LOAN TERMS

Section 2.01. Amount of the Loan. Subject to all of the terms, provisions and conditions of this Loan Agreement, and subject to the availability of State and Federal funds, KDHE will loan an amount not to exceed ~~$13,235,000~~ $9,382,427.43 to the Municipality to pay the costs of the Project described in Exhibit A hereto. The final actual amount of the Loan may be reduced without revision of any other terms, provisions or conditions of this Loan Agreement, other than the Loan Repayment Schedule (Exhibit B hereto), to reflect reductions in the estimated or actual total Project Costs as impacted by opening of bids for construction, change orders, final actual costs, and prepayments. The Municipality shall be responsible for any costs incurred by the Municipality in connection with the Project in addition to the amount of the Loan. An amendment to Exhibit B must be accomplished by an Amendment to the Loan Agreement executed by all parties.

KANSAS PUBLIC WATER SUPPLY LOAN FUND

Actual Draws - Actual Interest Rate
Amortization of Loan Costs - FINAL

Prepared for:
City of Junction City, Project No. 2893

Project Principal:	9,358,971.36
Interest During Const.:	0.00
Service Fee During Const.:	0.00
Loan Origination Fee:	23,456.07
Loan Reserve Account:	0.00
Gross Loan Costs:	9,382,427.43

11/21/2022

Gross Rate:	2.22%
Service Fee Rate:	0.35%
Loan Interest Rate:	1.87%
1st Payment Date:	2/1/2018
Number of Payments:	40

Payment Number	Payment Date	Beginning Balance	Interest Payment	Principal Payment	Service Fee	Total Payment	Ending Balance
1	2/1/2018	9,382,427.43	14,891.19	393,872.11	2,787.11	411,550.41	8,988,555.32
2	8/1/2018	8,988,555.32	53,290.77	348,285.44	9,974.20	411,550.41	8,640,269.88
3	2/1/2019	8,640,269.88	72,147.53	325,899.33	13,503.55	411,550.41	8,314,370.55
4	8/1/2019	8,314,370.55	70,164.98	328,252.95	13,132.48	411,550.41	7,986,117.60
5	2/1/2020	7,986,117.60	67,095.81	331,896.56	12,558.04	411,550.41	7,654,221.04
6	8/1/2020	7,654,221.04	65,597.28	333,675.57	12,277.56	411,550.41	7,320,545.47
7	2/1/2021	7,320,545.47	66,427.44	332,690.03	12,432.94	411,550.41	6,987,855.44
8	8/1/2021	6,987,855.44	63,316.79	336,382.88	11,850.74	411,550.41	6,651,472.56
9	2/1/2022	6,651,472.56	60,171.61	340,116.73	11,262.07	411,550.41	6,311,355.83
10	8/1/2022	6,311,355.83	56,991.52	343,892.03	10,666.86	411,550.41	5,967,463.80
11	2/1/2023	5,967,463.80	54,595.22	170,092.43	10,218.35	234,906.00	5,797,371.37
12	8/1/2023	5,797,371.37	54,205.42	170,555.18	10,145.40	234,906.00	5,626,816.19
13	2/1/2024	5,626,816.19	52,610.73	172,448.34	9,846.93	234,906.00	5,454,367.85
14	8/1/2024	5,454,367.85	50,998.34	174,362.52	9,545.14	234,906.00	5,280,005.33
15	2/1/2025	5,280,005.33	49,368.05	176,297.94	9,240.01	234,906.00	5,103,707.39
16	8/1/2025	5,103,707.39	47,719.66	178,254.85	8,931.49	234,906.00	4,925,452.54
17	2/1/2026	4,925,452.54	46,052.98	180,233.48	8,619.54	234,906.00	4,745,219.06
18	8/1/2026	4,745,219.06	44,367.80	182,234.07	8,304.13	234,906.00	4,562,984.99
19	2/1/2027	4,562,984.99	42,663.91	184,256.87	7,985.22	234,906.00	4,378,728.12
20	8/1/2027	4,378,728.12	40,941.11	186,302.12	7,662.77	234,906.00	4,192,426.00
21	2/1/2028	4,192,426.00	39,199.18	188,370.07	7,336.75	234,906.00	4,004,055.93
22	8/1/2028	4,004,055.93	37,437.92	190,460.98	7,007.10	234,906.00	3,813,594.95
23	2/1/2029	3,813,594.95	35,657.11	192,575.10	6,673.79	234,906.00	3,621,019.85
24	8/1/2029	3,621,019.85	33,856.54	194,712.68	6,336.78	234,906.00	3,426,307.17
25	2/1/2030	3,426,307.17	32,035.97	196,873.99	5,996.04	234,906.00	3,229,433.18
26	8/1/2030	3,229,433.18	30,195.20	199,059.29	5,651.51	234,906.00	3,030,373.89
27	2/1/2031	3,030,373.89	28,334.00	201,268.85	5,303.15	234,906.00	2,829,105.04
28	8/1/2031	2,829,105.04	26,452.13	203,502.94	4,950.93	234,906.00	2,625,602.10
29	2/1/2032	2,625,602.10	24,549.38	205,761.82	4,594.80	234,906.00	2,419,840.28
30	8/1/2032	2,419,840.28	22,625.51	208,045.77	4,234.72	234,906.00	2,211,794.51
31	2/1/2033	2,211,794.51	20,680.28	210,355.08	3,870.64	234,906.00	2,001,439.43
32	8/1/2033	2,001,439.43	18,713.46	212,690.02	3,502.52	234,906.00	1,788,749.41
33	2/1/2034	1,788,749.41	16,724.81	215,050.88	3,130.31	234,906.00	1,573,698.53
34	8/1/2034	1,573,698.53	14,714.08	217,437.95	2,753.97	234,906.00	1,356,260.58
35	2/1/2035	1,356,260.58	12,681.04	219,851.50	2,373.46	234,906.00	1,136,409.08
36	8/1/2035	1,136,409.08	10,625.42	222,291.86	1,988.72	234,906.00	914,117.22
37	2/1/2036	914,117.22	8,547.00	224,759.29	1,599.71	234,906.00	689,357.93
38	8/1/2036	689,357.93	6,445.50	227,254.12	1,206.38	234,906.00	462,103.81
39	2/1/2037	462,103.81	4,320.67	229,776.65	808.68	234,906.00	232,327.16
40	8/1/2037	232,327.16	2,172.26	232,327.16	406.58	234,906.00	0.00
		Totals	1,499,585.60	9,382,427.43	280,671.07	11,162,684.10	

B2

City of Junction City

City Commission

Agenda Memo

12-29-2022

From: John Lamb, Chief of Police

To: Allen Dinkel, City Manager

Subject: **Purchase of two (2) Dodge Durango Police Vehicles**

Objective: The Police Department seeks approval to purchase two (2) 2022 Dodge Durango Pursuit Police Vehicles

Explanation of Issue: The Police Department seeks approval to purchase two (2) 2022 Dodge Durango Pursuit Police Vehicles from Specialty Vehicle Source (SVS). This purchase will be for initial purchase of vehicles, all needed equipment, and upfit of vehicles all to be completed by SVS. It should be noted that SVS is a local company and the only company that can provide all aspects of this purchase from initial vehicle through installation of all equipment needed to make vehicles operational. Total amount of the purchase will be $123,876.00.

Budget Impact: This is a budgeted item to maintain and replace aging vehicles in fleet and will be paid out of the Capital Improvement line item.

Special Considerations: It is noted that police vehicles are exempt from competitive bidding per City policy and this purchase also allows for local vender preference. Junction City Police Department has utilized SVS for past purchases and have been pleased with the results and customer service.

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

Recommendation: Staff recommends the purchase of two (2) 2022 Dodge Durango Pursuit Police Vehicles.

Enclosures:

Quote sheet from Specialty Vehicle Source

Specialty Vehicle Source
2500 Rogers Blvd
Manhattan, KS 66502
(785) 477-8370
brian@svsks.com
www.svsks.com

Invoice #1159

Created: 12/19/2022 04:01 PM CST
Invoiced: 12/19/2022 04:01 PM CST
Payment Term: On Receipt
Service Writer: Brian Wyatt

David Sloan
Junction City P.D.
david.sloan@jcks.com

2022 Dodge Durango Pursuit (Black)

JCPD Durango patrol unit build (Vehicle 1 of 2)

	Description	Price	QTY	HRS	Subtotal
1	2022 Dodge Durango Pursuit, Black, V6, AWD, Unity LED spotlight factory installed	$38,500.00	1		$38,500.00
2	Stalker Radar DSR-2X dual direction sensing system, including counting unit, two antennas, display, cable set	$3,425.00	1		$3,425.00
3	Setina single prisoner compartment, for oem seats, including front and rear partitions, door guards, window guards, polycarbonate divider	$2,599.00	1		$2,599.00
4	Pro-Gard vertical partition mount dual gun lock, electronic timer, handcuff key backup	$450.00	1		$450.00
5	Setina rear cargo storage solution, one locking tray with lifting lid, one HD slide out drawer w/ key lock	$1,950.00	1		$1,950.00
6	Setina front push bar, includes incorporated matching Soundoff Signal mPower lighting towards front and sides	$999.00	1		$999.00
7	Havis vehicle specific center equipment console with internal printer mount, 19" equipment space, power outlets, cup holders, arm rest, equipment brackets, filler plates	$699.00	1		$699.00
8	Havis console mount 8" telescoping pole, 11" locking and extending swing arm, tilting and rotating motion device, universal laptop mount cradle	$655.00	1		$655.00
9	Soundoff Signal Blueprint 500 series remote light & siren controller, 200w, vehicle data link cable, 1 additional remote node, 2 siren speakers, console mounted control head, vehicle sync module	$1,699.00	1		$1,699.00
10	Soundoff Signal Nforce NXT 48" external lightbar, w/ front takedowns, led alley lights, amber rear traffic advisor, dual color red + blue, standard permanent mount feet	$2,489.00	1		$2,489.00
11	Soundoff Signal rear outer visor bar, vehicle specific, 6 head, tri color, traffic advisor capable	$929.00	1		$929.00
12	Soundoff Signal nForce surface mount dual color LED light head, red + blue, (mounted on bracket at rear license plate area)	$130.00	2		$260.00
13	Soundoff Signal mPower universal stud mount light head, tri color, red + blue + white, (front grille, fog light area, rear facing under hatch when open, all front lights can switch to full white upon takedown activation)	$140.00	8		$1,120.00
14	Soundoff Signal Intersector under mirror light, vehicle specific mount, tri color, red + blue + white, (can turn white to act as alley lights)	$159.00	2		$318.00
15	Soundoff Signal mPower 4x2 interior window mount light head, side facing in each rear window	$135.00	2		$270.00

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JCPD Durango patrol unit build (Vehicle 1 of 2)					
16	Soundoff Signal 3" round white interior compartment light, focused on prisoner compartment and cargo area	$59.00	4		$236.00
17	Soundoff Signal ML6 1" round flush mount perimeter led light head, single color red or blue	$62.00	4		$248.00
18	Tiger Tough seat covers, both front seats, black, heavy duty law enforcement/tactical version, 2 year no questions warranty	$299.00	1		$299.00
19	Laird low profile roof mount antenna, multi port, UHF, WIFI, GNSS, LTE	$299.00	1		$299.00
20	Mangetic Mic holder	$32.00	2		$64.00
21	Arlon vehicle color change vinyl, bulk, per foot, gloss white	$12.00	10		$120.00
22	3M vehicle vinyl graphics set, air release, non reflective	$650.00	1		$650.00
23	Standard install hardware kit (circuit breakers, power distribution, fuse black, battery cable, wiring harness, connectors, switches, relays, fuses, wire coverings, etc)	$500.00	1		$500.00
24	Labor hours, includes all above items installation, configuring, programming, fabrication as needed, vinyl graphics application as needed, install customer supplied radio set			18	$2,160.00
25	Vehicle & Equipment shipping & handling				$1,000.00
					Total: $61,938.00

JCPD Durango patrol unit build (Vehicle 2 of 2)					
	Description	**Price**	**QTY**	**HRS**	**Subtotal**
1	2022 Dodge Durango Pursuit, White, V6, AWD, Unity LED spotlight factory installed	$38,500.00	1		$38,500.00
2	Stalker Radar DSR-2X dual direction sensing system, including counting unit, two antennas, display, cable set	$3,425.00	1		$3,425.00
3	Setina single prisoner compartment, for oem seats, including front and rear partitions, door guards, window guards, polycarbonate divider	$2,599.00	1		$2,599.00
4	Pro-Gard vertical partition mount dual gun lock, electronic timer, handcuff key backup	$450.00	1		$450.00
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7	Havis vehicle specific center equipment console with internal printer mount, 19" equipment space, power outlets, cup holders, arm rest, equipment brackets, filler plates	$699.00	1		$699.00
8	Havis console mount 8" telescoping pole, 11" locking and extending swing arm, tilting and rotating motion device, universal laptop mount cradle	$655.00	1		$655.00

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JCPD Durango patrol unit build (Vehicle 2 of 2)				
9	Soundoff Signal Blueprint 500 series remote light & siren controller, 200w, vehicle data link cable, 1 additional remote node, 2 siren speakers, console mounted control head, vehicle sync module	$1,699.00	1	$1,699.00
10	Soundoff Signal Nforce NXT 48" external lightbar, w/ front takedowns, led alley lights, amber rear traffic advisor, dual color red + blue, standard permanent mount feet	$2,489.00	1	$2,489.00
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16	Soundoff Signal 3" round white interior compartment light, focused on prisoner compartment and cargo area	$59.00	4	$236.00
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18	Tiger Tough seat covers, both front seats, black, heavy duty law enforcement/tactical version, 2 year no questions warranty	$299.00	1	$299.00
19	Laird low profile roof mount antenna, multi port, UHF, WIFI, GNSS, LTE	$299.00	1	$299.00
20	Mangetic Mic holder	$32.00	2	$64.00
21	Arlon vehicle color change vinyl, bulk, per foot, gloss white	$12.00	10	$120.00
22	3M vehicle vinyl graphics set, air release, non reflective	$650.00	1	$650.00
23	Standard install hardware kit (circuit breakers, power distribution, fuse black, battery cable, wiring harness, connectors, switches, relays, fuses, wire coverings, etc)	$500.00	1	$500.00
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25	Vehicle & Equipment shipping & handling			$1,000.00
				Total: $61,938.00

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Thank you for your business. The work is complete unless stated otherwise above and your remaining balance is due upon pickup or delivery of the vehicle. Please contact us promptly if you have any questions about anything we did.

Signature ______________________________

Parts	$117,556.00
Labor	$4,320.00
Subtotal	$123,876.00
Fees	$2,000.00
Tax	$0.00
Grand Total	**$123,876.00**
Paid To Date	($0.00)
REMAINING BALANCE	**$123,876.00**

City of Junction City

City Commission

Agenda Memo

December 16, 29022

From: Ray Ibarra, Public Works Director

To: Allen Dinkel, City Manager and City Commission

Subject: **Approval to Award the KDOT Transportation Alternatives (TA) Program for Blue Jay Trail Connector**

Objective: The consideration and approval to award the KDOT Transportation Alternatives (TA) Program for the Blue Jay Trail Connector for $1,162,359.

Explanation of Issue: On July 6, 2021, the City approved the KDOT Agreement for funding for the Blue Jay Trail Connector project for $737,600.00. The Blue Jay Trail Connector project consists of a 10-ft. wide pedestrian/bike concrete trail from the northside of the intersection of Spring Valley Rd & K-18 to the new K-18 roundabout.

On December 14th, KDOT held the bidding letting for the Blue Jay Way Trail Connector project and received two qualified bids. The following are the two bids.

COMPANY	BID
Ebert Construction Co. Inc.	$1,162,359.00
Prado Construction LLC	$1,655,537.00

The low bidder was Ebert Construction Co. Inc. with a bid of $1,162,359.00. The engineer's estimate was $1,261,650.00. Ebert Construction bid was $99,291.00 below the engineer's estimate.

The Transportation Alternative (TA) Program is an 80/20 grant, and KDOT's share is $737,600.00 and the City's share will be $424,759.00. The City will be responsible for the total actual costs for Preliminary Engineering and Design, Right of Way, Utilities, Non-participating items, and all costs that exceed the maximum federal award.

Budget Impact: Funding will come from FFE or Special Highway funds.

Alternatives: The City Commission may approve, modify, table, or deny the KDOT Transportation (TA) request.

Recommendation: Staff City recommends awarding of the KDOT Transportation Alternative (TA) for the Blue Jay Trail Connector Project to Ebert Construction Co. Inc. in the amount of $1,162,359.00.

Suggested Motion: Commissioner _____________ moves to approve the award of the KDOT Transportation Alternative (TA) to Ebert Construction Co. Inc. as presented.

Commissioner ___________ seconded the motion.

Enclosures: KDOT Letter dated December 16, 2022, Authority to Award Contract Commitment of City Funds and Invoice

Dwight D. Eisenhower State Office Building
700 S.W. Harrison Street
Topeka, KS 66603-3745

Kansas
Department of Transportation
Bureau of Local Projects

Phone: 785-296-3861
Fax: 785-296-6946
kdot#publicinfo@ks.gov
http://www.ksdot.org

Julie L. Lorenz, Secretary
Tod L. Salfrank, Chief

Laura Kelly, Governor

December 16, 2022

Project Number: 031 TE-0498-01
TA-T049(801)

City of Junction City
Mr. Allen Dinkel
City Manager
P.O. Box 287
Junction City, KS 66441-

Dear Mr. Dinkel:

We are listing below the bidder and the low bid received at Topeka, KS on 12/14/2022 for the above numbered project.

CONTRACTOR	TYPE OF WORK	AMOUNT
EBERT CONSTRUCTION CO INC & SUBSIDIARY WAMEGO, KS	Junction City Blue Jay Trail Connector	$1,162,359

This is considered satisfactory when compared with the engineer's estimate, and we believe that contracts should be awarded to the low bidder. If this bid is acceptable to the City, please sign the enclosed resolution and return it to this office. In order to guarantee the low bid, we must receive the expected resolution on or before 1/6/2023. Upon receipt of the signed resolution and approval by the Secretary of Transportation the contract will be awarded.

A combination of bid items and construction engineering less a maximum of $737,600 Federal funds will require City matching funds in the amount of $425,000. The City remittance should be made on or before 2/2/2023.

Sincerely,

Cara Hodges Digitally signed by Cara Hodges DN: C=US, E=cara.hodges@ks.gov, O=KDOT, OU=Bureau of Local Projects, CN=Cara Hodges Date: 2022.12.16 09:56:26-06'00'

for Tod L. Salfrank, Chief
Bureau of Local Projects

tls/cch
Enclosures
c Mayor/City Manager
Ms. Pam Anderson, Chief of Fiscal Services
Mr. Brent Terstriep, P.E., District Two Engineer

AUTHORITY TO AWARD CONTRACT
COMMITMENT OF CITY FUNDS
12/16/2022

2 Copies to City
Project Number: 031 TE-0498-01
TA-T049(801)

WHEREAS bids were received at Topeka, KS on 12/14/2022 for the performance of work covered by plans on the above numbered project, and

WHEREAS the bidder and the low bid or bids on work covered by this project were:

CONTRACTOR	TYPE OF WORK	AMOUNT
EBERT CONSTRUCTION CO INC & SUBSIDIARY	Junction City Blue Jay Trail Connector	$1,162,359
WAMEGO, KS		

WHEREAS bids are considered satisfactory and have been recommended by the Secretary of Transportation of the State of Kansas, hereinafter referred to as the SECRETARY, for consideration and acceptance of the work on this project as covered by such bid or bids.

A combination of bid items and construction engineering less a maximum of $737,600 Federal funds will require City matching funds in the amount of $425,000.

BE IT FURTHER RESOLVED that City funds in the amount of $425,000 which are required for the matching of Maximum Federal funds are hereby pledged by the City to be remitted to the Chief of Fiscal Services of the Department of Transportation of the State of Kansas on or before 2/2/2023 for use by the SECRETARY in making payments for construction work and engineering on the above designated project with final cost being determined upon completion and audit of the project.

The City certifies that no known or foreseeable legal impediments exist that would prohibit completion of the project and that the project complies with all applicable codes, standards and/or regulations required for completion.

Adopted this _________ day of ___________________, 20_____, at ______________________________, Kansas.

Recommended for Approval:

____   ________________________________, Mayor
City Engineer/Road Supervisor

Attest:

________________________________, Member

(Seal)

________________________________, Member

____
City Clerk

Revised 07/18
DOT FORM 1309

INVOICE

Keep for your Records

Due on or before 2/2/2023

PRELIMINARY STATEMENT OF COSTS

031 TE-0498-01

TA-T049(801)

Junction City Blue Jay Trail Connector

Please Remit Payment to:
Kansas Department of Transportation
Bureau of Fiscal Services
700 SW Harrison Street, 3rd Floor West
Topeka, KS 66603

Construction and CE Breakdown	
Actual Bid	$1,158,614
Water (for grading)	$3,745
Sub-Total Actual Bid Amount	**$1,162,359**
LPA CE Contract	$0
Sub-Total Construction and CE	**$1,162,359**
Federal-aid Non-Participating Const. Costs	$0
Federal-aid Non-Participating CE	$0
Participating PE Costs	$0
Participating Railroad Costs	$0
Participating ROW Costs	$0
Participating Utility Costs	$0
Federal Participating Project Costs	**$1,162,359**
Total Project Costs	**$1,162,359**

Federal/City Funding Summary	
Total Project Costs	**$1,162,359**
100% City Funds Due to Non-Participating	$0
Federal Participating Project Costs	$1,162,359
Fund 1- Available Funding	$922,000
80% Federal Funds	$737,600
20% City Funds	$184,400
100% City Funds Due to Max Funding	$240,359

CE Breakdown	
Total LPA CE	$0
Federal Non-Participating CE	$0
Federal Participating CE	$0

Fund 1- Maximum Federal Funds 80/20	**$737,600**

Key	
KDOT	Kansas Department of Transportation
LPA	Local Public Authority
CE	Construction Engineering (Inspection)
Const.	Construction

Totals

	City Funds	Federal Funds	State Funds	Total Funds
Federal Non-Participating Construction	$0			$0
Federal Non-Participating CE	$0			$0
Fund 1- 80% Federal Funds		$737,600		$737,600
Fund 1- 20% City Funds	$184,400			$184,400
City Funds Due to Max Funding	$240,359			$240,359
Total	**$424,759**	**$737,600**	**$0**	**$1,162,359**

Amount to Bill City (Rounded Up)	**$425,000**

BUREAU OF CONSTRUCTION & MATERIALS

As Read By Project (Bidders List by Individual Project)

Date: 12/14/2022

Contract Number: 522122262

Project Number: 031 TE 0498-01

Federal Number: TA-T049(601)

Description: PEDESTRIAN AND BICYCLE PATHS

County: GEARY

State Ties: –

Total Records: 2

Helpful Definitions

Contractor Name	Bid Amount
EBERT CONSTRUCTION CO INC & SUBSIDIARY	$1,158,614.00
PRADO CONSTRUCTION LLC	$1,655,537.00

To request an alternative accessible format of a KDOT publication, please contact Office of Public Affairs :

City of Junction City

Agenda Memo – July 19, 2022

From: **Troy Livingston, GIS Director; Planning & Zoning Director**

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

Subject: **Case No. VC-12-01-22 – Request of the Scott and Angela Wallace to vacate north 130 feet of platted alley in east side of Block 2, Clarke's Plateau Addition to Junction City. (S-3265)**

This is the request of Scott and Angela Wallace, owners of property located at 135/139 E. Spruce St., to vacate the north 135 feet of the platted alley lying along the east side of Block 2, Clarke's Plateau Addition to Junction City.

Summary: This is the location of the Handy's office building. If the board will remember we rezoned this property from residential to commercial in November of 2020. The Wallaces are seeking to vacate a portion of the alley between 135 and 139 East Spruce, more particularly the north 135 feet of the alley along the east end of the block.
The Metropolitan Planning Commission held the public hearing on December 12, 2022, at which time they agreed by a vote of 4 in favor and 1 vote against to recommend the City Commission of Junction City, Kansas approve the request to vacate the above described property.

Recommendation: Accept the recommendation of the MPC to approve the vacation of the north 135 feet of the platted alley along the east side of Block 2, Clarke's Plateau Addition, reserving the south 5 feet of lots one (1) through eight (8) of Block 2, Clarke's Plateau Addition for additional public right-of-way.

Commissioner _______________________ moved to accept the recommendation of the Metropolitan Planning Commission and to approve Ordinance No. S-3265, vacating the north 135 feet of the platted alley along the east side of Block 2, Clarke's Plateau Addition, reserving the south 5 feet of lots one (1) through eight (8) of Block 2, Clarke's Plateau Addition for additional public right-of-way.

Commissioner _____________________________ seconded the motion.

Attachments:
Staff Report
MPC Minutes April 11, 2022 (excerpt)
Ordinance No. S-3265

BEFORE THE CITY COMMISSION OF THE
CITY OF JUNCTION CITY, GEARY COUNTY, KANSAS

IN THE MATTER OF THE VACATION OF	)	
	)	
North 135 feet of platted alley right-of-way	)	
in east end of Block 2of the Clarke's Plateau Addition	)	
	)	
	)	
GENERALLY LOCATED	)	**CASE NO. VC-12-01-22**
	)	
West of Franklin St. between E. Spruce St.	)	
and E. Pine St.	)	
	)	
<u>MORE FULLY DESCRIBED BELOW</u>	)	

VACATION ORDER (Ordinance S-3265)

NOW on this 3rd day of January 2023, comes on for hearing the petition for vacation filed by Scott and Angela Wallace, praying for the vacation of the following described public right-of-way, to-wit:

> The platted public right-of-way identified as the north 135 feet of alley in east side of Block 2 of the Clarke's Plateau Addition to Junction City, Geary County, Kansas.

The City Commission, after being duly and fully informed as to fully understand the true nature of this petition and the propriety of granting the same, makes the following findings:

1. That due and legal notice has been given by publication as required by law, in the Junction City Daily Union on Tuesday, November 22, 2022, which was at least 20 days prior to the public hearing.

2. That the Junction City/Geary County Metropolitan Planning Commission held a public hearing on the 12th day of December 2022 and recommended that the vacation petition herein be approved.

3. To prevent any private rights being injured or endangered by the vacation of the above-described right-of-way, the property owners hereby dedicate an additional five (5) feet of public right-of-way along the south line of lots one (1) through eight (8), Block 2, Clarke's Plateau Addition so the public will suffer no loss or inconvenience thereby.

4. In justice to the petitioner, the prayer of the petition ought to be granted.

5. No written objection to said vacation has been filed with the City Clerk by any owner or adjoining owner who would be a proper party to the petition.

6. The vacation of the platted right-of-way known as the north 135 feet of alley in east end of Block 2 of the Clarke's Plateau Addition to Junction City, described herein, should be approved.

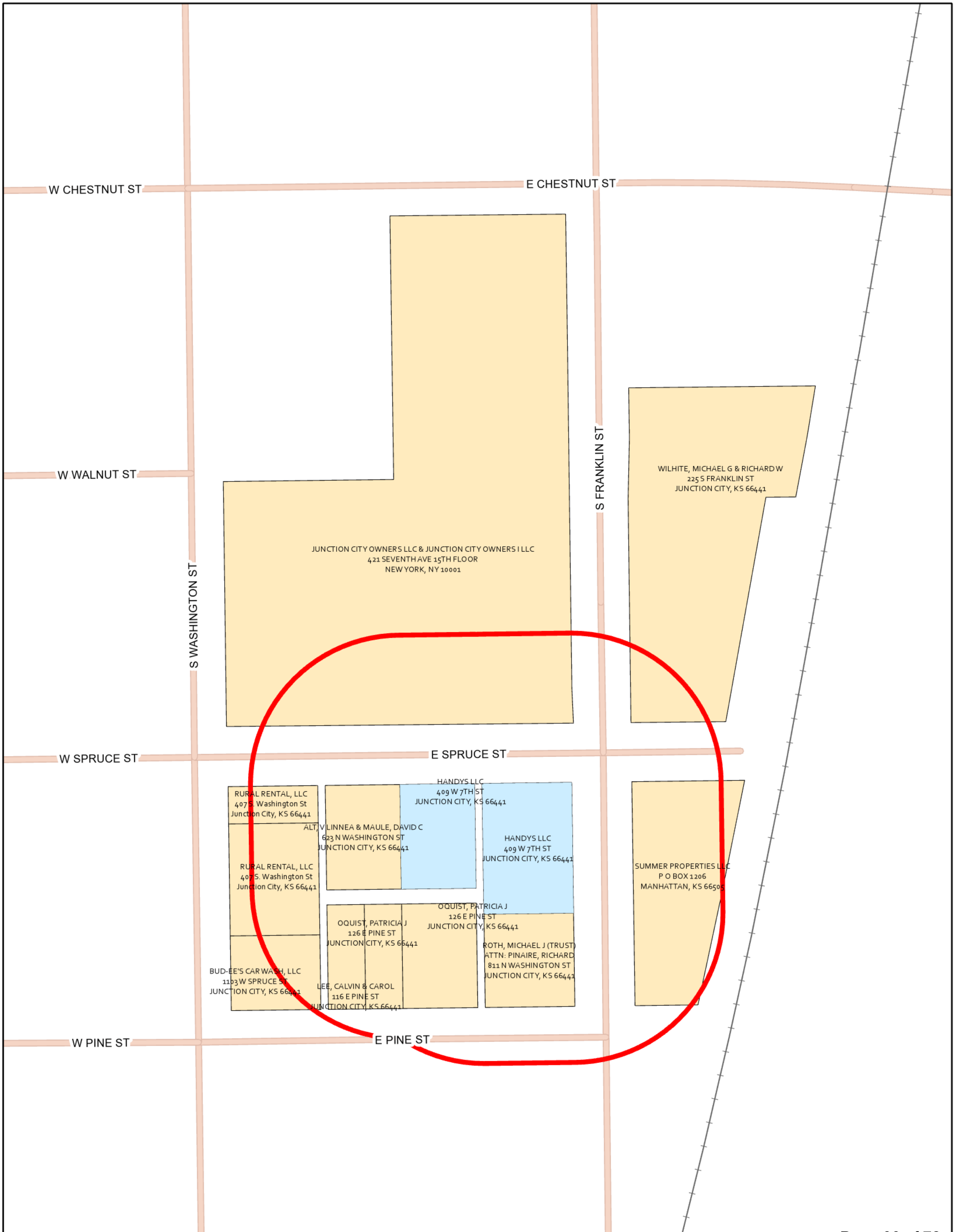
IT IS, THEREFORE ORDERED, BY THE CITY COMMISSION, on this 3rd day of January 2023, that the above-described right-of-way be hereby vacated; subject to retention of existing utility easements granted in perpetuity unto the city of Junction City, as well as all other easements of record and that pursuant to K.S.A. 12-506, said right-of-way shall revert to owners of real estate abutting thereon.

IT IS FURTHER ORDERED that the City Clerk shall certify a copy of this order to the Register of Deeds of Geary County.

____
Jeff Underhill, Mayor

ATTEST:

____
Tammy Melton, City Clerk


W CHESTNUT ST
E CHESTNUT ST
W WALNUT ST
S WASHINGTON ST
S FRANKLIN ST
WILHITE, MICHAEL G & RICHARD W
225 S FRANKLIN ST
JUNCTION CITY, KS 66441
JUNCTION CITY OWNERS LLC & JUNCTION CITY OWNERS I LLC
421 SEVENTH AVE 15TH FLOOR
NEW YORK, NY 10001
W SPRUCE ST
E SPRUCE ST
HANDYS LLC
409 W 7TH ST
JUNCTION CITY, KS 66441
RURAL RENTAL, LLC
407 S. Washington St
Junction City, KS 66441
ALT, V LINNEA & MAULE, DAVID C
623 N WASHINGTON ST
JUNCTION CITY, KS 66441
HANDYS LLC
409 W 7TH ST
JUNCTION CITY, KS 66441
RURAL RENTAL, LLC
407 S. Washington St
Junction City, KS 66441
SUMMER PROPERTIES LLC
P O BOX 1206
MANHATTAN, KS 66505
OQUIST, PATRICIA J
126 E PINE ST
JUNCTION CITY, KS 66441
OQUIST, PATRICIA J
126 E PINE ST
JUNCTION CITY, KS 66441
ROTH, MICHAEL J (TRUST)
ATTN: PINAIRE, RICHARD
811 N WASHINGTON ST
JUNCTION CITY, KS 66441
BUD-EE'S CAR WASH, LLC
1103 W SPRUCE ST
JUNCTION CITY, KS 66441
LEE, CALVIN & CAROL
116 E PINE ST
JUNCTION CITY, KS 66441
W PINE ST
E PINE ST

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

MINUTES
December 12th, 2022

Members (Present)	Members (Absent)	Staff (Present)
Maureen Gustafson	Brandon Dibben	Troy Livingston
Ken Mortensen, Vice-Chair		
Cindy Carlyon		
John Moyer		
Sheila Burdett		

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

   Ken Mortensen
   John Moyer
   Sheila Burdett
   Brandon Dibben

2. **APPROVAL OF MINUTES** – Consideration of the September 12th, 2022, minutes.
   Commissioner Mortensen moved to approve the minutes. Commissioner Moyer seconded the motion and it carried unanimously.

3. **OLD BUSINESS – None**

4. **NEW BUSINESS – Case No. VC-12-01-22; Consideration of a request to vacate a portion of platted alley in Block 2 of Clarke's Plateau Addition.**

Chair Gustafson called for the staff report and **Mr. Livingston** stated that it was the request of Scott and Angela Wallace, owners of Handys Convenience stores,to vacate a portion of the alley between 135 and 139 E Spruce Street. Mr. Livingston explained that the issue resulted from the Wallace's contractor pouring concrete over the alley between the 2 properties for the purpose of parking at the new building that was constructed at 139 E Spruce. Mr. Livingston went on to state that once it came to the attention of the City, the contractor was asked to stop but that they proceeded with the pour. The Wallaces denied that claim.
Commissioner Mortensen asked about the location of the new building because it was not on the aerial imagery used for the map that he was referencing.
Mr. Livingston went on to state that in addition to the alley being a platted public right-of-way, it is also the location of a sanitary sewer main that basically drains homes all the way from Bunker Hill and then carries it along to the east treatment plant.
Chair Gustafson asked if there were any further questions of Mr. Livingston, and there being none, opened to floor to public comment.
Glen Oquist, 126 E Pine Street, indicated that he and his wife have lived at that location for more than 30 years and that they have hauled gravel at their own expense because the City doesn't do the best job of maintaining the alleys in town. Now the Wallace's want to vacate the alley and build a fence that will cut off access to his carport behind his house. He mentioned that the trash truck utilizes that alley for pick up and if it is vacated, they won't have access. Mr. Oquist went on to say that during construction of the new building at 139 E Spruce that the

equipment crossed and rutted their yard and displaced a lot of the gravel that they had paid for. He also noted that he and his wife were the only neighbors that did not protest the re-zone of the property prior to the construction.

Ray Ibarra, Director of Junction City Public Works, stated that the sewer main drained a significant amount of sewage and that if something were to happen that the City would need access and the fact that the alley was already covered in concrete has already made things worse. He felt that it was not necessary to vacate the alley and asked the Planning Commission to pass that recommendation to the City Commission.

Commissioner Mortensen asked if the concrete would have to be removed should the City be required to do any repair work and Mr. Ibarra said that it would.

Chair Gustafson asked if the concrete was a big issue and Mr. Ibarra said no that the City could remove it and that the biggest issue would be access should they vacate the alley.

Scott Wallace, 409 W 7th St. stated that he and his wife want to be in Junction City and make it better and that they had searched nearly 4 years for a location for their new office building. He also stated the reason for the concrete was that they wanted solid surfaces since the City doesn't really maintain the alleys in town and that they were not aware of the sewer main because Kaw Valley Engineering didn't indicate that line on the construction plans. He stated that no one knew the sewer was there. He noted that, as owners, they are willing to provide a permanent easement to the City and would be willing to remove the concrete at their own expense should the need arise for any repair work along that portion of the sewer main. He went on to say that he wanted a "clean" look and would repour the concrete to maintain continuity and that they would also be wanting to construct a security fence when they build the new warehouse on the property located at 135 E Spruce St.

Commissioner Mortensen stated that he didn't think it needed to be fenced because the property at 135 E Spruce could possibly be sold at some point in the future.

Commissioner Burdett asked if they would be willing to provide access should the City require it and Mr. Wallace responded in the affirmative.

Chair Gustafson was unclear where the building was located on the map and Mr. Wallace approached and indicated the location on the map. At that point, Chair Gustafson asked Mr. Ibarra to explain the map of the sewer mains that had been provided to the Commission and to explain where the flow originated and approximately how much flows through that location. Mr. Ibarra obliged.

Patricia Oquist 126 E Pine stated that during construction, a representative from Handy's told her the City had given the alley to the Wallace's and that she pointed out a manhole and told them there was a sewer in that alley and that she didn't think anyone could pour concrete over it. She also stated that the same representative told her that Handy's just didn't want her and her husband using that part of the alley to access their carport. She went on to note that the presence of a fence would block access and that the trash truck would not have access.

Commissioner Mortensen asked about the truck route and it was noted that they travel from Spruce St. south to Pine St. along the alley. He went on to comment that the alley is very narrow.

Mrs. Oquist restated that she doesn't want the alley vacated or a fence to be constructed noting that it would be too difficult to access their carport. She stated that she wants to be a good neighbor but wants people to have access to the alley and that the neighbors all look out for one another, that there is no crime in the neighborhood and that there is no need for the fence.

Allen Dinkel, City Manager, 211 N Spring Valley Rd Stated that this is a unique situation and that there aren't many "H" shaped alleys in town and that they are very narrow. He indicated that there needs to be a balancing act between economic development and maintaining the integrity of the neighborhoods and that he understands that the Wallace's have made a significant investment in land and buildings and that there should be a way to reach some sort of compromise. He thought maybe an easement granted to the City for access, maybe front-side trash pick up so the truck would not need to access the alley, and maybe the fence could be build in sections so that it could be easily dismantled if necessary. He felt that as long as the City got a permanent easement then he didn't see any reason not to allow the request. He went on to say that he doesn't want to place economic investment so high on a pedestal when trying to consider such matters but that it will basically win out every time.

Scott Olson 1103 W Spruce St. owns property along the west end of the block at the opposite end of the alley and asked if he could close off his end because the auto body shop across the street uses his property for parking

and they block the alley all of the time anyway. Chair Gustafson replied that this hearing was only for the section of alley between 135 and 139 E. Spruce St.
Chair Gustafson asked if there was anyone else wishing to speak on this matter, and there being none, closed the public portion of the hearing and asked if the Board had any further questions.
Commissioner Carlyon asked if we could un-vacate if we needed to at a later date and learned that when a vacation occurs, property ownership changes and that cannot be undone.
Chair Gustafson noted the irregular shape of the property lines and noted that if a fence was to be build it would have to accommodate the current alley configuration and not block more than would be legal.
Angela Wallace stated that they would have to have room for semitrucks and deliveries and that the fence would be required for security and safety.
Chair Gustafson acknowledged that but restated that the City would require an easement.
Discussion ensued regarding the re-zoning of the property in 2020 and the Wallace's were certain that the alley had been vacated during that hearing but the Board indicated that had not been the case.
Commission Moyer asked if the Fire Department had looked at the property and Mr. Livingston replied that they had and noted that the manhole required a riser to accommodate the level of concrete and that was their main concern.
Commissioner Burdett noted that she sees things a little differently and that it is clear that the Wallace's built across the lot lines and wanted to know who was responsible for letting that happen. She also noted that the Oquists should have some rights in this situation.
Angela Wallace began complaining about the City and the water leaks that they have had to battle constantly.
General discussion occurred about safety and security vs. convenience for neighbors and Commissioner Mortensen noted again that the alleys are really narrow and that he has a problem cutting off access for the neighbors.
Commissioner Moyer acknowledged the difficulty in accessing the Oquist's carport if a fence were to be built and Mr. Wallace indicated that they would be willing to give the City an additional 5 foot easement to widen a portion of the alley for the convenience of the neighbors. Commissioner Carlyon thought that was a generous offer.
Commissioner Mortensen moved to approve the request for vacation provided the City received a permanent easement for sewer access and that the Wallace's dedicate an additional 5 feet of right-of-way to widen the alley for the neighbors.
Commissioner Moyer seconded the motion and it carried with Commissioner Burdett being the only No vote.

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

STAFF REPORT

December 12, 2022

TO: Metropolitan Planning Commission / Board of Zoning Appeals

FM: Troy Livingston, Director of Planning and Zoning/GIS

SUBJECT: VC-12-01-202– Vacation of a Platted Alley in Block 2, Clarke's Plateau Addition to Junction City, Kansas.

Background: This is the application initiated by Scott and Angela Wallace, owners of property zoned "CSR" Service Commercial Restricted District located at 135/139 East Spruce Street in Junction City. This is the location of the Handy's office building. If the board will remember we rezoned this property from residential to commercial in November of 2020. The Wallaces are seeking to vacate a portion of the alley between 135 and 139 East Spruce, more particularly the north 140 feet of the alley along the east end of the block (see attached map).

The issue has arisen because the Wallaces paved over that portion of the alley and are using it as parking for the building constructed at 135 East Spruce. However, since that is a dedicated public right-of-way, the neighbor to the south (126 E. Pine) has been using the alley as an entrance for his carport located behind his home and the Wallaces do not want him driving across their parking lot to access his carport. In addition to the alley being a public right-of-way, there is a sanitary sewer main running the length of the alley from E Spruce to E Pine.

Staff is of the opinion that the alley should not be vacated simply to accommodate parking and to prevent the neighbor from utilizing it to access his carport. The Wallaces have four (4) additional lots to the west if they require additional parking and the existence of the sanitary sewer main should outweigh the request for vacation.

Staff has spoken to the Director of Public Works and he is certainly not in favor of permitting the vacation request simply because of the need to access the sewer main. The fact that the alley has already been covered with concrete only serves to add to the difficulty of digging up a main for any needed repairs.

In addition, staff has spoken with Allen Dinkel, City Manager for Junction City, and he has indicated that he is not necessarily in favor of granting the request for the vacation. If the sewer main did not exist, staff feels that the situation would more easily lend itself to allowing the request, but not as it currently exists.

Staff Recommendation: It is Staff's opinion that the facts in this case support a recommendation to the City Commission by the Metropolitan Planning Commission that the vacation of the north one hundred-forty (140) feet of the platted right-of-way not be recommended for approval.

Suggested Motion: I move that Case No. VC-12-01-22, the application of Scott and Angela Wallace, owners, requesting the vacation of the north one hundred-forty (140) feet of the platted right-of-way between the boundary of Lots 1 through 4 and Lots 35 through 40, Block 2, Clark's Plateau Addition to Junction City, Kansas not be recommended for approval to the City Commissioners of Junction City, Kansas.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100'
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2
"19"
140'
115
139
8 7 6 5 4 3 2 1
9 10 11 12 13 14 15 16 17 18 19 20
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12-12S-5E
21 22 23 24 25 26 27 28
(2)
CLARKE'S
PLATEAU ADD.
(C11)
140'
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8
9
140'
116
118
126
134
100'
50'
50'
20'
E PINE ST