

**April 4, 2023**  
**City Commission Room, 701 N. Jefferson, Junction City KS 66441**

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

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

a. Pledge of Allegiance.

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

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

a. Consideration of Appropriation Ordinance A-7 dated – March 21st, 2023 – March 31st, 2023, in the amount of \$1,188,130.91 and pre-approval for items listed below in the amount \$332,315.62. (p.3)

Initiatives, Inc. \$15,000.00, Joshua Douglass \$2,762.50, Prairiefield Water, Inc. \$22.00, Raven Aero Service \$850.00, Veolia Water North America \$309,300.82, & VC3 \$4,380.30.

b. Consideration of Payroll No. 5 & No. 6. (p.23)

c. Consideration of City Commission Minutes for the March 21st, 2023 Meeting. (p.25)

d. Consideration of the LEFTA Software Contract Agreement. (p.33)

**4. SPECIAL PRESENTATIONS:**

a. Proclamation declaring April 28th, 2023 as the 151st Anniversary Celebration of Arbor Day. (p.38)

**5. UNFINISHED BUSINESS:**

a. Update on Annexation of Certain Lands at or Near 00000 K-18 Highway. (p.40)

**6. NEW BUSINESS:**

a. Consideration of the Rural Housing Incentive District Policy. (p.43)

- b. Consideration of the Request to Award the 2023 Contractual Mowing for Parks Bid to Munie Greencare Professionals in the amount of \$5,806.00 per cycle. (p.52)
- c. Consideration of the Request to Award the 2023 Contractual Mowing for City Properties Bid to Terry's Mowing N-Then Some in the amount of \$132,201.00 for the 2023 Season. (p.96)
- d. Consideration of Ordinance No. S-3273, Special Use Permit allowing a Tattoo Studio to be located in the Central Commercial District at 703 North Washington Street. (p.146)
- e. Consideration of Ordinance No. S-3274, Special Use Permit allowing a Church in the Commercial Service Restricted District at 838 South Washington Street. (p.153)
- f. Consideration of the Agreement No. 033-23 KDOT Transportation Alternatives for the Spring Valley Road Sidewalk Improvements. (p.159)
- g. Consideration of the Request for the Grant of Temporary Construction Easement for constructing a 10-foot Bike/Pedestrian Trail. (p.182)
- h. Discuss Quorum Number for City Commission Meetings. (p.188)

**7. EXECUTIVE SESSION:**

- a. Executive Session for Attorney Client Privilege Regarding an Agreement with Geary County Regarding the Geary County Convention Center Financing. (p.208)

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

**9. STAFF COMMENTS:**

**10. ADJOURNMENT:**

## City of Junction City

### City Commission

#### Agenda Memo

April 4, 2023

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

**To:** City Commissioners

**Subject:** Consideration of Appropriation Ordinance A-7 dated – March 21, 2023 – March 31, 2023, in the amount of \$1,188,130.91 and pre-approval for items listed below in the amount \$332,315.62.

**Background:** Attached is a Listing and Checks - Appropriations for March 21, 2023 – March 31, 2023

**Appropriations:** March 21, 2023 – March 31, 2023

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#### **ACH Payment or Payments due before next meeting –Total \$332,315.62**

Initiatives, Inc. \$15,000.00  
Joshua Douglass \$2,762.50  
Prariefield Water, Inc. \$22.00  
Raven Aero Service \$850.00  
Veolia Water North America \$309,300.82  
VC3 \$4,380.30



Junction City, KS

# Appropriations March 21-31, 2023

By Fund

Post Dates 3/21/2023 - 3/31/2023

| Vendor Name                                                          | Payable Number | Post Date  | Description (Item)            | Amount           |
|----------------------------------------------------------------------|----------------|------------|-------------------------------|------------------|
| <b>Fund: 001 - GENERAL FUND</b>                                      |                |            |                               |                  |
| <b>Department: 000 - NON-DEPARTMENTAL</b>                            |                |            |                               |                  |
| <b>Vendor: 043380 - ADVANCE LIFE INSURANCE</b>                       |                |            |                               |                  |
| ADVANCE LIFE INSURANCE                                               | INV0026271     | 03/24/2023 | CITY OF JC EMPLOYER PD LIFE   | 11.20            |
| ADVANCE LIFE INSURANCE                                               | INV0026272     | 03/24/2023 | ADVANCE LIFE INSURANCE BEF... | 5.41             |
| ADVANCE LIFE INSURANCE                                               | INV0026297     | 03/24/2023 | CITY OF JC EMPLOYER PD LIFE   | 235.38           |
| ADVANCE LIFE INSURANCE                                               | INV0026298     | 03/24/2023 | ADVANCE LIFE INSURANCE BEF... | 530.44           |
| <b>Vendor 043380 - ADVANCE LIFE INSURANCE Total:</b>                 |                |            |                               | <b>782.43</b>    |
| <b>Vendor: 03161 - ADVANCE SHORT TERM DISABILITY</b>                 |                |            |                               |                  |
| ADVANCE SHORT TERM DISABIL...                                        | INV0026287     | 03/24/2023 | CITY OF JC EMPLOYER PAID STD  | 28.79            |
| ADVANCE SHORT TERM DISABIL...                                        | INV0026342     | 03/24/2023 | CITY OF JC EMPLOYER PAID STD  | 692.50           |
| <b>Vendor 03161 - ADVANCE SHORT TERM DISABILITY Total:</b>           |                |            |                               | <b>721.29</b>    |
| <b>Vendor: 066230 - AMERICAN FAMILY LIFE ASSURANCE COMPANY</b>       |                |            |                               |                  |
| AMERICAN FAMILY LIFE ASSUR...                                        | INV0026273     | 03/24/2023 | AFLAC                         | 7.99             |
| AMERICAN FAMILY LIFE ASSUR...                                        | INV0026274     | 03/24/2023 | AFLAC BEFORE TAX              | 146.42           |
| AMERICAN FAMILY LIFE ASSUR...                                        | INV0026288     | 03/24/2023 | VSP Vision Insurance Pre-Tax  | 46.00            |
| AMERICAN FAMILY LIFE ASSUR...                                        | INV0026299     | 03/24/2023 | AFLAC                         | 289.41           |
| AMERICAN FAMILY LIFE ASSUR...                                        | INV0026300     | 03/24/2023 | AFLAC BEFORE TAX              | 1,418.89         |
| AMERICAN FAMILY LIFE ASSUR...                                        | INV0026345     | 03/24/2023 | VSP Vision Insurance Pre-Tax  | 662.59           |
| <b>Vendor 066230 - AMERICAN FAMILY LIFE ASSURANCE COMPANY Total:</b> |                |            |                               | <b>2,571.30</b>  |
| <b>Vendor: 007921 - BLUE CROSS BLUE SHIELD OF KS INC</b>             |                |            |                               |                  |
| BLUE CROSS BLUE SHIELD OF KS ..                                      | INV0026275     | 03/24/2023 | BLUE CROSS BLUE SHIELD        | 71.54            |
| BLUE CROSS BLUE SHIELD OF KS ..                                      | INV0026276     | 03/24/2023 | BLUE CROSS BLUE SHIELD        | 438.10           |
| BLUE CROSS BLUE SHIELD OF KS ..                                      | INV0026277     | 03/24/2023 | BLUE CROSS BLUE SHIELD        | 38.99            |
| BLUE CROSS BLUE SHIELD OF KS ..                                      | INV0026278     | 03/24/2023 | BLUE CROSS BLUE SHIELD        | 252.38           |
| BLUE CROSS BLUE SHIELD OF KS ..                                      | INV0026279     | 03/24/2023 | BLUE CROSS BLUE SHIELD        | 836.64           |
| BLUE CROSS BLUE SHIELD OF KS ..                                      | INV0026280     | 03/24/2023 | BLUE CROSS BLUE SHIELD        | 209.16           |
| BLUE CROSS BLUE SHIELD OF KS ..                                      | INV0026281     | 03/24/2023 | BLUE CROSS BLUE SHIELD        | 90.70            |
| BLUE CROSS BLUE SHIELD OF KS ..                                      | INV0026302     | 03/24/2023 | BLUE CROSS BLUE SHIELD        | 749.20           |
| BLUE CROSS BLUE SHIELD OF KS ..                                      | INV0026303     | 03/24/2023 | BLUE CROSS BLUE SHIELD        | 1,597.16         |
| BLUE CROSS BLUE SHIELD OF KS ..                                      | INV0026304     | 03/24/2023 | BLUE CROSS BLUE SHIELD        | 3,157.38         |
| BLUE CROSS BLUE SHIELD OF KS ..                                      | INV0026305     | 03/24/2023 | BLUE CROSS BLUE SHIELD        | 591.96           |
| BLUE CROSS BLUE SHIELD OF KS ..                                      | INV0026306     | 03/24/2023 | BLUE CROSS BLUE SHIELD        | 1,510.66         |
| BLUE CROSS BLUE SHIELD OF KS ..                                      | INV0026307     | 03/24/2023 | BLUE CROSS BLUE SHIELD        | 438.10           |
| BLUE CROSS BLUE SHIELD OF KS ..                                      | INV0026308     | 03/24/2023 | BLUE CROSS BLUE SHIELD        | 1,007.64         |
| BLUE CROSS BLUE SHIELD OF KS ..                                      | INV0026309     | 03/24/2023 | BLUE CROSS BLUE SHIELD        | 467.49           |
| BLUE CROSS BLUE SHIELD OF KS ..                                      | INV0026310     | 03/24/2023 | BLUE CROSS BLUE SHIELD        | 6,057.20         |
| BLUE CROSS BLUE SHIELD OF KS ..                                      | INV0026311     | 03/24/2023 | BLUE CROSS BLUE SHIELD        | 2,061.37         |
| BLUE CROSS BLUE SHIELD OF KS ..                                      | INV0026312     | 03/24/2023 | BLUE CROSS BLUE SHIELD        | 9,442.03         |
| BLUE CROSS BLUE SHIELD OF KS ..                                      | INV0026313     | 03/24/2023 | BLUE CROSS BLUE SHIELD        | 3,605.59         |
| BLUE CROSS BLUE SHIELD OF KS ..                                      | INV0026314     | 03/24/2023 | BLUE CROSS BLUE SHIELD        | 1,511.82         |
| BLUE CROSS BLUE SHIELD OF KS ..                                      | INV0026315     | 03/24/2023 | BLUE CROSS BLUE SHIELD        | 2,741.55         |
| BLUE CROSS BLUE SHIELD OF KS ..                                      | INV0026316     | 03/24/2023 | BLUE CROSS BLUE SHIELD        | 4,984.64         |
| BLUE CROSS BLUE SHIELD OF KS ..                                      | INV0026317     | 03/24/2023 | BLUE CROSS BLUE SHIELD        | 2,048.15         |
| BLUE CROSS BLUE SHIELD OF KS ..                                      | INV0026318     | 03/24/2023 | BLUE CROSS BLUE SHIELD        | 1,335.05         |
| <b>Vendor 007921 - BLUE CROSS BLUE SHIELD OF KS INC Total:</b>       |                |            |                               | <b>45,244.50</b> |
| <b>Vendor: 044005 - CITY OF JC FLEX SPENDING ACCT 1074334</b>        |                |            |                               |                  |
| CITY OF JC FLEX SPENDING ACCT..                                      | INV0026282     | 03/24/2023 | FLEX SPENDING-1074334         | 227.08           |
| CITY OF JC FLEX SPENDING ACCT..                                      | INV0026325     | 03/24/2023 | FLEX SPENDING-1074334         | 2,776.04         |
| <b>Vendor 044005 - CITY OF JC FLEX SPENDING ACCT 1074334 Total:</b>  |                |            |                               | <b>3,003.12</b>  |
| <b>Vendor: 012130 - CITY OF JUNCTION CITY</b>                        |                |            |                               |                  |
| CITY OF JUNCTION CITY                                                | INV0026319     | 03/24/2023 | TELEPHONE REIMBURSEMENT       | 8.50             |
| CITY OF JUNCTION CITY                                                | INV0026326     | 03/24/2023 | CITY OF JUNCTION CITY (G-FEE) | 30.43            |



**Appropriations March 21-31, 2023**
**Post Dates: 3/21/2023 - 3/31/2023**

| Vendor Name                                                                      | Payable Number | Post Date  | Description (Item)           | Amount           |
|----------------------------------------------------------------------------------|----------------|------------|------------------------------|------------------|
| CITY OF JUNCTION CITY                                                            | INV0026341     | 03/24/2023 | TELEPHONE REIMBURSEMENT      | 174.38           |
| <b>Vendor 012130 - CITY OF JUNCTION CITY Total:</b>                              |                |            |                              | <b>213.31</b>    |
| <b>Vendor: 00029 - FAMILY SUPPORT PAYMENT CENTER</b>                             |                |            |                              |                  |
| FAMILY SUPPORT PAYMENT CE...                                                     | INV0026321     | 03/24/2023 | FAMILY SUPPORT MO            | 146.01           |
| <b>Vendor 00029 - FAMILY SUPPORT PAYMENT CENTER Total:</b>                       |                |            |                              | <b>146.01</b>    |
| <b>Vendor: 025326 - FIREMEN'S RELIEF ASSOCIATION</b>                             |                |            |                              |                  |
| FIREMEN'S RELIEF ASSOCIATION                                                     | INV0026324     | 03/24/2023 | FIREMANS RELIEF              | 250.69           |
| <b>Vendor 025326 - FIREMEN'S RELIEF ASSOCIATION Total:</b>                       |                |            |                              | <b>250.69</b>    |
| <b>Vendor: 050188 - FLEXIBLE SPENDING ACCOUNT #1074334</b>                       |                |            |                              |                  |
| FLEXIBLE SPENDING ACCOUNT ...                                                    | INV0026320     | 03/24/2023 | DEPENDENT CARE ACCT 10743... | 354.17           |
| <b>Vendor 050188 - FLEXIBLE SPENDING ACCOUNT #1074334 Total:</b>                 |                |            |                              | <b>354.17</b>    |
| <b>Vendor: 01944 - GREAT WEST FINANCIAL</b>                                      |                |            |                              |                  |
| GREAT WEST FINANCIAL                                                             | INV0026334     | 03/24/2023 | GREAT WEST FINANCIAL         | 8,600.75         |
| GREAT WEST FINANCIAL                                                             | INV0026340     | 03/24/2023 | GREAT WEST FINANCIAL         | 631.00           |
| <b>Vendor 01944 - GREAT WEST FINANCIAL Total:</b>                                |                |            |                              | <b>9,231.75</b>  |
| <b>Vendor: 001010 - INTERNAL REVENUE SERVICE</b>                                 |                |            |                              |                  |
| INTERNAL REVENUE SERVICE                                                         | INV0026290     | 03/24/2023 | SOCIAL SECURITY WITHHOLDING  | 1,752.02         |
| INTERNAL REVENUE SERVICE                                                         | INV0026291     | 03/24/2023 | FEDERAL WITHHOLDING          | 1,290.90         |
| INTERNAL REVENUE SERVICE                                                         | INV0026292     | 03/24/2023 | MEDICARE WITHHOLDING         | 409.74           |
| INTERNAL REVENUE SERVICE                                                         | INV0026295     | 03/24/2023 | FEDERAL WITHHOLDING          | 4.83             |
| INTERNAL REVENUE SERVICE                                                         | INV0026296     | 03/24/2023 | MEDICARE WITHHOLDING         | 0.68             |
| INTERNAL REVENUE SERVICE                                                         | INV0026347     | 03/24/2023 | SOCIAL SECURITY WITHHOLDING  | 15,277.62        |
| INTERNAL REVENUE SERVICE                                                         | INV0026348     | 03/24/2023 | FEDERAL WITHHOLDING          | 27,591.44        |
| INTERNAL REVENUE SERVICE                                                         | INV0026349     | 03/24/2023 | MEDICARE WITHHOLDING         | 10,596.02        |
| INTERNAL REVENUE SERVICE                                                         | INV0026358     | 03/24/2023 | SOCIAL SECURITY WITHHOLDING  | 14.88            |
| INTERNAL REVENUE SERVICE                                                         | INV0026359     | 03/24/2023 | FEDERAL WITHHOLDING          | 17.24            |
| INTERNAL REVENUE SERVICE                                                         | INV0026360     | 03/24/2023 | MEDICARE WITHHOLDING         | 4.34             |
| INTERNAL REVENUE SERVICE                                                         | INV0026362     | 03/24/2023 | SOCIAL SECURITY WITHHOLDING  | 55.06            |
| INTERNAL REVENUE SERVICE                                                         | INV0026363     | 03/24/2023 | MEDICARE WITHHOLDING         | 12.88            |
| <b>Vendor 001010 - INTERNAL REVENUE SERVICE Total:</b>                           |                |            |                              | <b>57,027.65</b> |
| <b>Vendor: 039125 - JCPOA</b>                                                    |                |            |                              |                  |
| JCPOA                                                                            | INV0026339     | 03/24/2023 | JCPOA                        | 890.98           |
| <b>Vendor 039125 - JCPOA Total:</b>                                              |                |            |                              | <b>890.98</b>    |
| <b>Vendor: 037195 - JUNCTION CITY FIRE FIGHTERS ASSOCIATION LOCAL 3309</b>       |                |            |                              |                  |
| JUNCTION CITY FIRE FIGHTERS ...                                                  | INV0026323     | 03/24/2023 | I.A.F.F. LOCAL 3309          | 1,650.00         |
| <b>Vendor 037195 - JUNCTION CITY FIRE FIGHTERS ASSOCIATION LOCAL 3309 Total:</b> |                |            |                              | <b>1,650.00</b>  |
| <b>Vendor: 00813 - JUNCTION CITY FIREFIGHTERS AID ASSOCIATION</b>                |                |            |                              |                  |
| JUNCTION CITY FIREFIGHTERS A...                                                  | INV0026322     | 03/24/2023 | FIREFIGHTERS AID ASSOCIATION | 270.00           |
| <b>Vendor 00813 - JUNCTION CITY FIREFIGHTERS AID ASSOCIATION Total:</b>          |                |            |                              | <b>270.00</b>    |
| <b>Vendor: 042540 - KANSAS DEPT OF REVENUE</b>                                   |                |            |                              |                  |
| KANSAS DEPT OF REVENUE                                                           | INV0026289     | 03/24/2023 | STATE WITHHOLDING            | 608.76           |
| KANSAS DEPT OF REVENUE                                                           | INV0026294     | 03/24/2023 | STATE WITHHOLDING            | 1.35             |
| KANSAS DEPT OF REVENUE                                                           | INV0026346     | 03/24/2023 | STATE WITHHOLDING            | 14,727.16        |
| KANSAS DEPT OF REVENUE                                                           | INV0026357     | 03/24/2023 | STATE WITHHOLDING            | 7.97             |
| KANSAS DEPT OF REVENUE                                                           | INV0026361     | 03/24/2023 | STATE WITHHOLDING            | 9.59             |
| <b>Vendor 042540 - KANSAS DEPT OF REVENUE Total:</b>                             |                |            |                              | <b>15,354.83</b> |
| <b>Vendor: 014435 - KANSAS PAYMENT CENTER</b>                                    |                |            |                              |                  |
| KANSAS PAYMENT CENTER                                                            | INV0026328     | 03/24/2023 | INCOME WITHHOLDING ORDER     | 681.60           |
| KANSAS PAYMENT CENTER                                                            | INV0026329     | 03/24/2023 | GARNISHMENT                  | 10.11            |
| <b>Vendor 014435 - KANSAS PAYMENT CENTER Total:</b>                              |                |            |                              | <b>691.71</b>    |
| <b>Vendor: 043859 - KANSAS PUBLIC EMPLOYEES</b>                                  |                |            |                              |                  |
| KANSAS PUBLIC EMPLOYEES                                                          | INV0026283     | 03/24/2023 | KPERS #1                     | 323.02           |
| KANSAS PUBLIC EMPLOYEES                                                          | INV0026284     | 03/24/2023 | KPERS #2                     | 635.32           |
| KANSAS PUBLIC EMPLOYEES                                                          | INV0026285     | 03/24/2023 | KPERS #3                     | 1,180.24         |
| KANSAS PUBLIC EMPLOYEES                                                          | INV0026286     | 03/24/2023 | KPERS INSURANCE              | 148.22           |
| KANSAS PUBLIC EMPLOYEES                                                          | INV0026293     | 03/24/2023 | KP&F                         | 7.10             |
| KANSAS PUBLIC EMPLOYEES                                                          | INV0026330     | 03/24/2023 | KP&F                         | 79,607.29        |

**Appropriations March 21-31, 2023**
**Post Dates: 3/21/2023 - 3/31/2023**

| Vendor Name                                                                       | Payable Number | Post Date  | Description (Item)          | Amount            |
|-----------------------------------------------------------------------------------|----------------|------------|-----------------------------|-------------------|
| KANSAS PUBLIC EMPLOYEES                                                           | INV0026331     | 03/24/2023 | KPERS #1                    | 2,912.01          |
| KANSAS PUBLIC EMPLOYEES                                                           | INV0026332     | 03/24/2023 | KPERS #2                    | 2,710.26          |
| KANSAS PUBLIC EMPLOYEES                                                           | INV0026333     | 03/24/2023 | KPERS #3                    | 9,943.66          |
| KANSAS PUBLIC EMPLOYEES                                                           | INV0026335     | 03/24/2023 | KPERS INSURANCE             | 1,078.71          |
| KANSAS PUBLIC EMPLOYEES                                                           | INV0026354     | 03/24/2023 | KP&F                        | 8.76              |
| KANSAS PUBLIC EMPLOYEES                                                           | INV0026355     | 03/24/2023 | KPERS #3                    | 17.32             |
| KANSAS PUBLIC EMPLOYEES                                                           | INV0026356     | 03/24/2023 | KPERS INSURANCE             | 1.20              |
| <b>Vendor 043859 - KANSAS PUBLIC EMPLOYEES Total:</b>                             |                |            |                             | <b>98,573.11</b>  |
| <b>Vendor: 02982 - LAW OFFICE OF AMBER M. BREHM</b>                               |                |            |                             |                   |
| LAW OFFICE OF AMBER M. BRE...                                                     | INV0026301     | 03/24/2023 | WAGE GARNISHMENT            | 173.30            |
| <b>Vendor 02982 - LAW OFFICE OF AMBER M. BREHM Total:</b>                         |                |            |                             | <b>173.30</b>     |
| <b>Vendor: 03772 - MICHAEL A. MONTOYA, P.A.</b>                                   |                |            |                             |                   |
| MICHAEL A. MONTOYA, P.A.                                                          | INV0026336     | 03/24/2023 | WAGE GARNISHMENT            | 10.00             |
| <b>Vendor 03772 - MICHAEL A. MONTOYA, P.A. Total:</b>                             |                |            |                             | <b>10.00</b>      |
| <b>Vendor: 048289 - POLICE &amp; FIREMEN'S INSURANCE ASSOCIATION</b>              |                |            |                             |                   |
| POLICE & FIREMEN'S INSURANC...                                                    | INV0026338     | 03/24/2023 | POLICE & FIRE INSURANCE     | 909.35            |
| <b>Vendor 048289 - POLICE &amp; FIREMEN'S INSURANCE ASSOCIATION Total:</b>        |                |            |                             | <b>909.35</b>     |
| <b>Vendor: 067881 - ROLLING MEADOWS GOLF COURSE</b>                               |                |            |                             |                   |
| ROLLING MEADOWS GOLF COU...                                                       | INV0026327     | 03/24/2023 | ROLLING MEADOWS GOLF COU... | 336.46            |
| <b>Vendor 067881 - ROLLING MEADOWS GOLF COURSE Total:</b>                         |                |            |                             | <b>336.46</b>     |
| <b>Vendor: 03639 - STATE OF ARKANSAS</b>                                          |                |            |                             |                   |
| STATE OF ARKANSAS                                                                 | INV0026337     | 03/24/2023 | GARNISHMENT                 | 192.00            |
| <b>Vendor 03639 - STATE OF ARKANSAS Total:</b>                                    |                |            |                             | <b>192.00</b>     |
| <b>Vendor: 079629 - UNITED WAY OF JUNCTION CITY-GEARY COUNTY</b>                  |                |            |                             |                   |
| UNITED WAY OF JUNCTION CITY...                                                    | INV0026343     | 03/24/2023 | UNITED WAY                  | 21.50             |
| <b>Vendor 079629 - UNITED WAY OF JUNCTION CITY-GEARY COUNTY Total:</b>            |                |            |                             | <b>21.50</b>      |
| <b>Vendor: 03778 - VIRGINIA DEPARTMENT OF SOCIAL SVS</b>                          |                |            |                             |                   |
| VIRGINIA DEPARTMENT OF SOC...                                                     | INV0026344     | 03/24/2023 | WAGE GARNISHMENT            | 127.75            |
| <b>Vendor 03778 - VIRGINIA DEPARTMENT OF SOCIAL SVS Total:</b>                    |                |            |                             | <b>127.75</b>     |
| <b>Department 000 - NON-DEPARTMENTAL Total:</b>                                   |                |            |                             | <b>238,747.21</b> |
| <b>Department: 002 - INFORMATION TECHNOLOGY SYSTEMS</b>                           |                |            |                             |                   |
| <b>Vendor: 03776 - CONNECT PARENT CORPORATION</b>                                 |                |            |                             |                   |
| CONNECT PARENT CORPORATI...                                                       | INV0026380     | 03/27/2023 | Info March 2023             | 14.38             |
| <b>Vendor 03776 - CONNECT PARENT CORPORATION Total:</b>                           |                |            |                             | <b>14.38</b>      |
| <b>Department 002 - INFORMATION TECHNOLOGY SYSTEMS Total:</b>                     |                |            |                             | <b>14.38</b>      |
| <b>Department: 003 - ADMINISTRATION</b>                                           |                |            |                             |                   |
| <b>Vendor: 03776 - CONNECT PARENT CORPORATION</b>                                 |                |            |                             |                   |
| CONNECT PARENT CORPORATI...                                                       | INV0026380     | 03/27/2023 | Admin March 2023            | 143.03            |
| <b>Vendor 03776 - CONNECT PARENT CORPORATION Total:</b>                           |                |            |                             | <b>143.03</b>     |
| <b>Vendor: 02874 - GEARY COUNTY K-STATE RESEARCH &amp; EXTENSION OFFICE</b>       |                |            |                             |                   |
| GEARY COUNTY K-STATE RESEA...                                                     | 2023 WALK KS   | 03/24/2023 | PW WALK KS REGISTRATION     | 60.00             |
| <b>Vendor 02874 - GEARY COUNTY K-STATE RESEARCH &amp; EXTENSION OFFICE Total:</b> |                |            |                             | <b>60.00</b>      |
| <b>Vendor: 059898 - NEX-TECH</b>                                                  |                |            |                             |                   |
| NEX-TECH                                                                          | INV0026383     | 03/29/2023 | NEX-GEN ROUND UP FOR YOU... | 0.97              |
| <b>Vendor 059898 - NEX-TECH Total:</b>                                            |                |            |                             | <b>0.97</b>       |
| <b>Department 003 - ADMINISTRATION Total:</b>                                     |                |            |                             | <b>204.00</b>     |
| <b>Department: 010 - PARKS DEPARTMENT</b>                                         |                |            |                             |                   |
| <b>Vendor: 043271 - KANSAS GAS SERVICE</b>                                        |                |            |                             |                   |
| KANSAS GAS SERVICE                                                                | INV0026385     | 03/29/2023 | 1017 1/2 W 5TH ST           | 44.14             |
| <b>Vendor 043271 - KANSAS GAS SERVICE Total:</b>                                  |                |            |                             | <b>44.14</b>      |
| <b>Department 010 - PARKS DEPARTMENT Total:</b>                                   |                |            |                             | <b>44.14</b>      |

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| Vendor Name                                                     | Payable Number | Post Date  | Description (Item)                 | Amount           |
|-----------------------------------------------------------------|----------------|------------|------------------------------------|------------------|
| <b>Department: 011 - SWIMMING POOL</b>                          |                |            |                                    |                  |
| <b>Vendor: 043271 - KANSAS GAS SERVICE</b>                      |                |            |                                    |                  |
| KANSAS GAS SERVICE                                              | INV0026385     | 03/29/2023 | 1017 W 5TH                         | 44.14            |
| <b>Vendor 043271 - KANSAS GAS SERVICE Total:</b>                |                |            |                                    | <b>44.14</b>     |
| <b>Department 011 - SWIMMING POOL Total:</b>                    |                |            |                                    | <b>44.14</b>     |
| <b>Department: 013 - SPIN CITY</b>                              |                |            |                                    |                  |
| <b>Vendor: 043271 - KANSAS GAS SERVICE</b>                      |                |            |                                    |                  |
| KANSAS GAS SERVICE                                              | INV0026385     | 03/29/2023 | 915 S WASHINGTON                   | 1,230.18         |
| <b>Vendor 043271 - KANSAS GAS SERVICE Total:</b>                |                |            |                                    | <b>1,230.18</b>  |
| <b>Department 013 - SPIN CITY Total:</b>                        |                |            |                                    | <b>1,230.18</b>  |
| <b>Department: 014 - JUNCTION CITY AIRPORT</b>                  |                |            |                                    |                  |
| <b>Vendor: 043271 - KANSAS GAS SERVICE</b>                      |                |            |                                    |                  |
| KANSAS GAS SERVICE                                              | CM0000874      | 03/29/2023 | Credt from corrected bill on 540.. | -2,860.88        |
| KANSAS GAS SERVICE                                              | INV0026385     | 03/29/2023 | 540 W 18TH ST                      | 159.94           |
| KANSAS GAS SERVICE                                              | INV0026385     | 03/29/2023 | 540 AIRPORT RD #100                | 812.70           |
| <b>Vendor 043271 - KANSAS GAS SERVICE Total:</b>                |                |            |                                    | <b>-1,888.24</b> |
| <b>Department 014 - JUNCTION CITY AIRPORT Total:</b>            |                |            |                                    | <b>-1,888.24</b> |
| <b>Department: 017 - ROLLING MEADOWS GOLF COURSE</b>            |                |            |                                    |                  |
| <b>Vendor: 03776 - CONNECT PARENT CORPORATION</b>               |                |            |                                    |                  |
| CONNECT PARENT CORPORATI...                                     | INV0026380     | 03/27/2023 | Golf Course March 2023             | 47.09            |
| <b>Vendor 03776 - CONNECT PARENT CORPORATION Total:</b>         |                |            |                                    | <b>47.09</b>     |
| <b>Department 017 - ROLLING MEADOWS GOLF COURSE Total:</b>      |                |            |                                    | <b>47.09</b>     |
| <b>Department: 018 - EMERGENCY MEDICAL SERVICES</b>             |                |            |                                    |                  |
| <b>Vendor: 03776 - CONNECT PARENT CORPORATION</b>               |                |            |                                    |                  |
| CONNECT PARENT CORPORATI...                                     | INV0026380     | 03/27/2023 | Ambulance March 2023               | 47.94            |
| <b>Vendor 03776 - CONNECT PARENT CORPORATION Total:</b>         |                |            |                                    | <b>47.94</b>     |
| <b>Department 018 - EMERGENCY MEDICAL SERVICES Total:</b>       |                |            |                                    | <b>47.94</b>     |
| <b>Department: 022 - BUILDING CODES &amp; INSPECTIONS</b>       |                |            |                                    |                  |
| <b>Vendor: 03776 - CONNECT PARENT CORPORATION</b>               |                |            |                                    |                  |
| CONNECT PARENT CORPORATI...                                     | INV0026380     | 03/27/2023 | Code March 2023                    | 47.94            |
| <b>Vendor 03776 - CONNECT PARENT CORPORATION Total:</b>         |                |            |                                    | <b>47.94</b>     |
| <b>Department 022 - BUILDING CODES &amp; INSPECTIONS Total:</b> |                |            |                                    | <b>47.94</b>     |
| <b>Department: 023 - LAW ENFORCEMENT DEPARTMENT</b>             |                |            |                                    |                  |
| <b>Vendor: 03776 - CONNECT PARENT CORPORATION</b>               |                |            |                                    |                  |
| CONNECT PARENT CORPORATI...                                     | INV0026379     | 03/27/2023 | Acct number 444693621 March...     | 1,071.64         |
| CONNECT PARENT CORPORATI...                                     | INV0026380     | 03/27/2023 | Misc DTF March 2023                | 118.18           |
| CONNECT PARENT CORPORATI...                                     | INV0026380     | 03/27/2023 | Police March 2023                  | 323.34           |
| <b>Vendor 03776 - CONNECT PARENT CORPORATION Total:</b>         |                |            |                                    | <b>1,513.16</b>  |
| <b>Vendor: 059898 - NEX-TECH</b>                                |                |            |                                    |                  |
| NEX-TECH                                                        | INV0026383     | 03/29/2023 | POLICE/DISPATCH                    | 52.20            |
| <b>Vendor 059898 - NEX-TECH Total:</b>                          |                |            |                                    | <b>52.20</b>     |
| <b>Department 023 - LAW ENFORCEMENT DEPARTMENT Total:</b>       |                |            |                                    | <b>1,565.36</b>  |
| <b>Department: 024 - FIRE DEPARTMENT</b>                        |                |            |                                    |                  |
| <b>Vendor: 03776 - CONNECT PARENT CORPORATION</b>               |                |            |                                    |                  |
| CONNECT PARENT CORPORATI...                                     | INV0026380     | 03/27/2023 | Fire March 2023                    | 47.94            |
| <b>Vendor 03776 - CONNECT PARENT CORPORATION Total:</b>         |                |            |                                    | <b>47.94</b>     |
| <b>Vendor: 043271 - KANSAS GAS SERVICE</b>                      |                |            |                                    |                  |
| KANSAS GAS SERVICE                                              | INV0026385     | 03/29/2023 | 2245 LACY DR-FIRE                  | 576.74           |
| <b>Vendor 043271 - KANSAS GAS SERVICE Total:</b>                |                |            |                                    | <b>576.74</b>    |
| <b>Department 024 - FIRE DEPARTMENT Total:</b>                  |                |            |                                    | <b>624.68</b>    |

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| Vendor Name                                                          | Payable Number        | Post Date  | Description (Item)           | Amount            |
|----------------------------------------------------------------------|-----------------------|------------|------------------------------|-------------------|
| <b>Department: 025 - STREET DEPARTMENT</b>                           |                       |            |                              |                   |
| <b>Vendor: 043271 - KANSAS GAS SERVICE</b>                           |                       |            |                              |                   |
| KANSAS GAS SERVICE                                                   | INV0026385            | 03/29/2023 | 2324 1/2 N JACKSON           | 295.03            |
| <b>Vendor 043271 - KANSAS GAS SERVICE Total:</b>                     |                       |            |                              | <b>295.03</b>     |
| <b>Department 025 - STREET DEPARTMENT Total:</b>                     |                       |            |                              | <b>295.03</b>     |
| <b>Department: 030 - MUNICIPAL COURT</b>                             |                       |            |                              |                   |
| <b>Vendor: 03871 - CASEY FORD</b>                                    |                       |            |                              |                   |
| CASEY FORD                                                           | INV0026390            | 03/30/2023 | Case#16-07073 Demercurio     | 280.00            |
| <b>Vendor 03871 - CASEY FORD Total:</b>                              |                       |            |                              | <b>280.00</b>     |
| <b>Vendor: 03776 - CONNECT PARENT CORPORATION</b>                    |                       |            |                              |                   |
| CONNECT PARENT CORPORATI...                                          | INV0026380            | 03/27/2023 | Court March 2023             | 28.79             |
| <b>Vendor 03776 - CONNECT PARENT CORPORATION Total:</b>              |                       |            |                              | <b>28.79</b>      |
| <b>Vendor: 03865 - ELSASSER, MARK ALAN</b>                           |                       |            |                              |                   |
| ELSASSER, MARK ALAN                                                  | INV0026382            | 03/28/2023 | ELSASSER, MARK ALAN          | 535.00            |
| <b>Vendor 03865 - ELSASSER, MARK ALAN Total:</b>                     |                       |            |                              | <b>535.00</b>     |
| <b>Vendor: 03863 - GARY, NICOLE ROSE</b>                             |                       |            |                              |                   |
| GARY, NICOLE ROSE                                                    | INV0026369            | 03/23/2023 | GARY, NICOLE ROSE            | 325.00            |
| <b>Vendor 03863 - GARY, NICOLE ROSE Total:</b>                       |                       |            |                              | <b>325.00</b>     |
| <b>Vendor: 03862 - JENNIFER ADELE MILLER</b>                         |                       |            |                              |                   |
| JENNIFER ADELE MILLER                                                | Case#21-1975 Allen    | 03/27/2023 | Case#21-1975 Allen           | 250.00            |
| <b>Vendor 03862 - JENNIFER ADELE MILLER Total:</b>                   |                       |            |                              | <b>250.00</b>     |
| <b>Vendor: 03861 - SONALYS COLON RAMOS</b>                           |                       |            |                              |                   |
| SONALYS COLON RAMOS                                                  | Case# 22-18686 Lawson | 03/22/2023 | Case# 22-18686 Lawson        | 255.00            |
| <b>Vendor 03861 - SONALYS COLON RAMOS Total:</b>                     |                       |            |                              | <b>255.00</b>     |
| <b>Department 030 - MUNICIPAL COURT Total:</b>                       |                       |            |                              | <b>1,673.79</b>   |
| <b>Department: 040 - C.L. HOOVER OPERA HOUSE</b>                     |                       |            |                              |                   |
| <b>Vendor: 03776 - CONNECT PARENT CORPORATION</b>                    |                       |            |                              |                   |
| CONNECT PARENT CORPORATI...                                          | INV0026380            | 03/27/2023 | Opera March 2023             | 28.77             |
| <b>Vendor 03776 - CONNECT PARENT CORPORATION Total:</b>              |                       |            |                              | <b>28.77</b>      |
| <b>Department 040 - C.L. HOOVER OPERA HOUSE Total:</b>               |                       |            |                              | <b>28.77</b>      |
| <b>Department: 048 - RECREATION DEPARTMENT</b>                       |                       |            |                              |                   |
| <b>Vendor: 03776 - CONNECT PARENT CORPORATION</b>                    |                       |            |                              |                   |
| CONNECT PARENT CORPORATI...                                          | INV0026380            | 03/27/2023 | Recreation                   | 33.75             |
| <b>Vendor 03776 - CONNECT PARENT CORPORATION Total:</b>              |                       |            |                              | <b>33.75</b>      |
| <b>Vendor: 043271 - KANSAS GAS SERVICE</b>                           |                       |            |                              |                   |
| KANSAS GAS SERVICE                                                   | INV0026385            | 03/29/2023 | 1002 W 12TH                  | 2,162.71          |
| <b>Vendor 043271 - KANSAS GAS SERVICE Total:</b>                     |                       |            |                              | <b>2,162.71</b>   |
| <b>Department 048 - RECREATION DEPARTMENT Total:</b>                 |                       |            |                              | <b>2,196.46</b>   |
| <b>Fund 001 - GENERAL FUND Total:</b>                                |                       |            |                              | <b>244,922.87</b> |
| <b>Fund: 002 - GRANT FUND</b>                                        |                       |            |                              |                   |
| <b>Department: 000 - NON-DEPARTMENTAL</b>                            |                       |            |                              |                   |
| <b>Vendor: 066230 - AMERICAN FAMILY LIFE ASSURANCE COMPANY</b>       |                       |            |                              |                   |
| AMERICAN FAMILY LIFE ASSUR...                                        | INV0026345            | 03/24/2023 | VSP Vision Insurance Pre-Tax | 3.39              |
| <b>Vendor 066230 - AMERICAN FAMILY LIFE ASSURANCE COMPANY Total:</b> |                       |            |                              | <b>3.39</b>       |
| <b>Vendor: 007921 - BLUE CROSS BLUE SHIELD OF KS INC</b>             |                       |            |                              |                   |
| BLUE CROSS BLUE SHIELD OF KS ..                                      | INV0026302            | 03/24/2023 | BLUE CROSS BLUE SHIELD       | 218.14            |
| BLUE CROSS BLUE SHIELD OF KS ..                                      | INV0026305            | 03/24/2023 | BLUE CROSS BLUE SHIELD       | 16.13             |
| <b>Vendor 007921 - BLUE CROSS BLUE SHIELD OF KS INC Total:</b>       |                       |            |                              | <b>234.27</b>     |
| <b>Vendor: 001010 - INTERNAL REVENUE SERVICE</b>                     |                       |            |                              |                   |
| INTERNAL REVENUE SERVICE                                             | INV0026348            | 03/24/2023 | FEDERAL WITHHOLDING          | 70.13             |
| INTERNAL REVENUE SERVICE                                             | INV0026349            | 03/24/2023 | MEDICARE WITHHOLDING         | 40.24             |
| <b>Vendor 001010 - INTERNAL REVENUE SERVICE Total:</b>               |                       |            |                              | <b>110.37</b>     |

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| Vendor Name                                                          | Payable Number | Post Date  | Description (Item)            | Amount          |
|----------------------------------------------------------------------|----------------|------------|-------------------------------|-----------------|
| <b>Vendor: 039125 - JCPOA</b>                                        |                |            |                               |                 |
| JCPOA                                                                | INV0026339     | 03/24/2023 | JCPOA                         | 9.02            |
| <b>Vendor 039125 - JCPOA Total:</b>                                  |                |            |                               | <b>9.02</b>     |
| <b>Vendor: 042540 - KANSAS DEPT OF REVENUE</b>                       |                |            |                               |                 |
| KANSAS DEPT OF REVENUE                                               | INV0026346     | 03/24/2023 | STATE WITHHOLDING             | 61.02           |
| <b>Vendor 042540 - KANSAS DEPT OF REVENUE Total:</b>                 |                |            |                               | <b>61.02</b>    |
| <b>Vendor: 043859 - KANSAS PUBLIC EMPLOYEES</b>                      |                |            |                               |                 |
| KANSAS PUBLIC EMPLOYEES                                              | INV0026330     | 03/24/2023 | KP&F                          | 452.57          |
| <b>Vendor 043859 - KANSAS PUBLIC EMPLOYEES Total:</b>                |                |            |                               | <b>452.57</b>   |
| <b>Department 000 - NON-DEPARTMENTAL Total:</b>                      |                |            |                               | <b>870.64</b>   |
| <b>Fund 002 - GRANT FUND Total:</b>                                  |                |            |                               | <b>870.64</b>   |
| <b>Fund: 014 - WATER UTILITY FUND</b>                                |                |            |                               |                 |
| <b>Department: 000 - NON-DEPARTMENTAL</b>                            |                |            |                               |                 |
| <b>Vendor: 043380 - ADVANCE LIFE INSURANCE</b>                       |                |            |                               |                 |
| ADVANCE LIFE INSURANCE                                               | INV0026297     | 03/24/2023 | CITY OF JC EMPLOYER PD LIFE   | 10.94           |
| ADVANCE LIFE INSURANCE                                               | INV0026298     | 03/24/2023 | ADVANCE LIFE INSURANCE BEF... | 41.81           |
| <b>Vendor 043380 - ADVANCE LIFE INSURANCE Total:</b>                 |                |            |                               | <b>52.75</b>    |
| <b>Vendor: 03161 - ADVANCE SHORT TERM DISABILITY</b>                 |                |            |                               |                 |
| ADVANCE SHORT TERM DISABIL...                                        | INV0026342     | 03/24/2023 | CITY OF JC EMPLOYER PAID STD  | 33.96           |
| <b>Vendor 03161 - ADVANCE SHORT TERM DISABILITY Total:</b>           |                |            |                               | <b>33.96</b>    |
| <b>Vendor: 066230 - AMERICAN FAMILY LIFE ASSURANCE COMPANY</b>       |                |            |                               |                 |
| AMERICAN FAMILY LIFE ASSUR...                                        | INV0026299     | 03/24/2023 | AFLAC                         | 16.69           |
| AMERICAN FAMILY LIFE ASSUR...                                        | INV0026300     | 03/24/2023 | AFLAC BEFORE TAX              | 28.83           |
| AMERICAN FAMILY LIFE ASSUR...                                        | INV0026345     | 03/24/2023 | VSP Vision Insurance Pre-Tax  | 43.22           |
| <b>Vendor 066230 - AMERICAN FAMILY LIFE ASSURANCE COMPANY Total:</b> |                |            |                               | <b>88.74</b>    |
| <b>Vendor: 007921 - BLUE CROSS BLUE SHIELD OF KS INC</b>             |                |            |                               |                 |
| BLUE CROSS BLUE SHIELD OF KS ..                                      | INV0026304     | 03/24/2023 | BLUE CROSS BLUE SHIELD        | 36.94           |
| BLUE CROSS BLUE SHIELD OF KS ..                                      | INV0026305     | 03/24/2023 | BLUE CROSS BLUE SHIELD        | 12.53           |
| BLUE CROSS BLUE SHIELD OF KS ..                                      | INV0026306     | 03/24/2023 | BLUE CROSS BLUE SHIELD        | 106.19          |
| BLUE CROSS BLUE SHIELD OF KS ..                                      | INV0026308     | 03/24/2023 | BLUE CROSS BLUE SHIELD        | 109.52          |
| BLUE CROSS BLUE SHIELD OF KS ..                                      | INV0026309     | 03/24/2023 | BLUE CROSS BLUE SHIELD        | 44.08           |
| BLUE CROSS BLUE SHIELD OF KS ..                                      | INV0026310     | 03/24/2023 | BLUE CROSS BLUE SHIELD        | 323.07          |
| BLUE CROSS BLUE SHIELD OF KS ..                                      | INV0026311     | 03/24/2023 | BLUE CROSS BLUE SHIELD        | 58.19           |
| BLUE CROSS BLUE SHIELD OF KS ..                                      | INV0026312     | 03/24/2023 | BLUE CROSS BLUE SHIELD        | 372.05          |
| BLUE CROSS BLUE SHIELD OF KS ..                                      | INV0026313     | 03/24/2023 | BLUE CROSS BLUE SHIELD        | 303.27          |
| BLUE CROSS BLUE SHIELD OF KS ..                                      | INV0026315     | 03/24/2023 | BLUE CROSS BLUE SHIELD        | 155.78          |
| BLUE CROSS BLUE SHIELD OF KS ..                                      | INV0026317     | 03/24/2023 | BLUE CROSS BLUE SHIELD        | 102.41          |
| BLUE CROSS BLUE SHIELD OF KS ..                                      | INV0026318     | 03/24/2023 | BLUE CROSS BLUE SHIELD        | 60.02           |
| <b>Vendor 007921 - BLUE CROSS BLUE SHIELD OF KS INC Total:</b>       |                |            |                               | <b>1,684.05</b> |
| <b>Vendor: 044005 - CITY OF JC FLEX SPENDING ACCT 1074334</b>        |                |            |                               |                 |
| CITY OF JC FLEX SPENDING ACCT..                                      | INV0026325     | 03/24/2023 | FLEX SPENDING-1074334         | 188.91          |
| <b>Vendor 044005 - CITY OF JC FLEX SPENDING ACCT 1074334 Total:</b>  |                |            |                               | <b>188.91</b>   |
| <b>Vendor: 012130 - CITY OF JUNCTION CITY</b>                        |                |            |                               |                 |
| CITY OF JUNCTION CITY                                                | INV0026326     | 03/24/2023 | CITY OF JUNCTION CITY (G-FEE) | 7.15            |
| CITY OF JUNCTION CITY                                                | INV0026341     | 03/24/2023 | TELEPHONE REIMBURSEMENT       | 23.09           |
| <b>Vendor 012130 - CITY OF JUNCTION CITY Total:</b>                  |                |            |                               | <b>30.24</b>    |
| <b>Vendor: 01944 - GREAT WEST FINANCIAL</b>                          |                |            |                               |                 |
| GREAT WEST FINANCIAL                                                 | INV0026334     | 03/24/2023 | GREAT WEST FINANCIAL          | 238.25          |
| <b>Vendor 01944 - GREAT WEST FINANCIAL Total:</b>                    |                |            |                               | <b>238.25</b>   |
| <b>Vendor: 001010 - INTERNAL REVENUE SERVICE</b>                     |                |            |                               |                 |
| INTERNAL REVENUE SERVICE                                             | INV0026347     | 03/24/2023 | SOCIAL SECURITY WITHHOLDING   | 2,311.58        |
| INTERNAL REVENUE SERVICE                                             | INV0026348     | 03/24/2023 | FEDERAL WITHHOLDING           | 1,211.00        |
| INTERNAL REVENUE SERVICE                                             | INV0026349     | 03/24/2023 | MEDICARE WITHHOLDING          | 540.76          |
| <b>Vendor 001010 - INTERNAL REVENUE SERVICE Total:</b>               |                |            |                               | <b>4,063.34</b> |

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|------------------------------------------------------------------------|----------------|------------|-------------------------------|------------------|
| <b>Vendor: 042540 - KANSAS DEPT OF REVENUE</b>                         |                |            |                               |                  |
| KANSAS DEPT OF REVENUE                                                 | INV0026346     | 03/24/2023 | STATE WITHHOLDING             | 668.34           |
| <b>Vendor 042540 - KANSAS DEPT OF REVENUE Total:</b>                   |                |            |                               | <b>668.34</b>    |
| <b>Vendor: 014435 - KANSAS PAYMENT CENTER</b>                          |                |            |                               |                  |
| KANSAS PAYMENT CENTER                                                  | INV0026328     | 03/24/2023 | INCOME WITHHOLDING ORDER      | 74.46            |
| KANSAS PAYMENT CENTER                                                  | INV0026329     | 03/24/2023 | GARNISHMENT                   | 154.71           |
| <b>Vendor 014435 - KANSAS PAYMENT CENTER Total:</b>                    |                |            |                               | <b>229.17</b>    |
| <b>Vendor: 043859 - KANSAS PUBLIC EMPLOYEES</b>                        |                |            |                               |                  |
| KANSAS PUBLIC EMPLOYEES                                                | INV0026331     | 03/24/2023 | KPERS #1                      | 401.11           |
| KANSAS PUBLIC EMPLOYEES                                                | INV0026332     | 03/24/2023 | KPERS #2                      | 359.93           |
| KANSAS PUBLIC EMPLOYEES                                                | INV0026333     | 03/24/2023 | KPERS #3                      | 2,009.57         |
| KANSAS PUBLIC EMPLOYEES                                                | INV0026335     | 03/24/2023 | KPERS INSURANCE               | 192.07           |
| <b>Vendor 043859 - KANSAS PUBLIC EMPLOYEES Total:</b>                  |                |            |                               | <b>2,962.68</b>  |
| <b>Vendor: 079629 - UNITED WAY OF JUNCTION CITY-GEARY COUNTY</b>       |                |            |                               |                  |
| UNITED WAY OF JUNCTION CITY...                                         | INV0026343     | 03/24/2023 | UNITED WAY                    | 5.51             |
| <b>Vendor 079629 - UNITED WAY OF JUNCTION CITY-GEARY COUNTY Total:</b> |                |            |                               | <b>5.51</b>      |
| <b>Department 000 - NON-DEPARTMENTAL Total:</b>                        |                |            |                               | <b>10,245.94</b> |
| <b>Department: 534 - WATER ADMINISTRATION</b>                          |                |            |                               |                  |
| <b>Vendor: 03776 - CONNECT PARENT CORPORATION</b>                      |                |            |                               |                  |
| CONNECT PARENT CORPORATI...                                            | INV0026380     | 03/27/2023 | Water admin March 2023        | 114.46           |
| <b>Vendor 03776 - CONNECT PARENT CORPORATION Total:</b>                |                |            |                               | <b>114.46</b>    |
| <b>Vendor: 043271 - KANSAS GAS SERVICE</b>                             |                |            |                               |                  |
| KANSAS GAS SERVICE                                                     | INV0026385     | 03/29/2023 | 2232 W ASH TOWER              | 44.14            |
| KANSAS GAS SERVICE                                                     | INV0026385     | 03/29/2023 | 900 W SPRUCE                  | 45.28            |
| <b>Vendor 043271 - KANSAS GAS SERVICE Total:</b>                       |                |            |                               | <b>89.42</b>     |
| <b>Department 534 - WATER ADMINISTRATION Total:</b>                    |                |            |                               | <b>203.88</b>    |
| <b>Fund 014 - WATER UTILITY FUND Total:</b>                            |                |            |                               | <b>10,449.82</b> |
| <b>Fund: 015 - WASTEWATER UTILITY FUND</b>                             |                |            |                               |                  |
| <b>Department: 000 - NON-DEPARTMENTAL</b>                              |                |            |                               |                  |
| <b>Vendor: 043380 - ADVANCE LIFE INSURANCE</b>                         |                |            |                               |                  |
| ADVANCE LIFE INSURANCE                                                 | INV0026297     | 03/24/2023 | CITY OF JC EMPLOYER PD LIFE   | 11.19            |
| ADVANCE LIFE INSURANCE                                                 | INV0026298     | 03/24/2023 | ADVANCE LIFE INSURANCE BEF... | 41.11            |
| <b>Vendor 043380 - ADVANCE LIFE INSURANCE Total:</b>                   |                |            |                               | <b>52.30</b>     |
| <b>Vendor: 03161 - ADVANCE SHORT TERM DISABILITY</b>                   |                |            |                               |                  |
| ADVANCE SHORT TERM DISABIL...                                          | INV0026342     | 03/24/2023 | CITY OF JC EMPLOYER PAID STD  | 35.02            |
| <b>Vendor 03161 - ADVANCE SHORT TERM DISABILITY Total:</b>             |                |            |                               | <b>35.02</b>     |
| <b>Vendor: 066230 - AMERICAN FAMILY LIFE ASSURANCE COMPANY</b>         |                |            |                               |                  |
| AMERICAN FAMILY LIFE ASSUR...                                          | INV0026299     | 03/24/2023 | AFLAC                         | 16.69            |
| AMERICAN FAMILY LIFE ASSUR...                                          | INV0026300     | 03/24/2023 | AFLAC BEFORE TAX              | 28.83            |
| AMERICAN FAMILY LIFE ASSUR...                                          | INV0026345     | 03/24/2023 | VSP Vision Insurance Pre-Tax  | 46.29            |
| <b>Vendor 066230 - AMERICAN FAMILY LIFE ASSURANCE COMPANY Total:</b>   |                |            |                               | <b>91.81</b>     |
| <b>Vendor: 007921 - BLUE CROSS BLUE SHIELD OF KS INC</b>               |                |            |                               |                  |
| BLUE CROSS BLUE SHIELD OF KS ..                                        | INV0026305     | 03/24/2023 | BLUE CROSS BLUE SHIELD        | 16.10            |
| BLUE CROSS BLUE SHIELD OF KS ..                                        | INV0026306     | 03/24/2023 | BLUE CROSS BLUE SHIELD        | 106.19           |
| BLUE CROSS BLUE SHIELD OF KS ..                                        | INV0026308     | 03/24/2023 | BLUE CROSS BLUE SHIELD        | 109.52           |
| BLUE CROSS BLUE SHIELD OF KS ..                                        | INV0026309     | 03/24/2023 | BLUE CROSS BLUE SHIELD        | 44.10            |
| BLUE CROSS BLUE SHIELD OF KS ..                                        | INV0026310     | 03/24/2023 | BLUE CROSS BLUE SHIELD        | 323.05           |
| BLUE CROSS BLUE SHIELD OF KS ..                                        | INV0026311     | 03/24/2023 | BLUE CROSS BLUE SHIELD        | 58.18            |
| BLUE CROSS BLUE SHIELD OF KS ..                                        | INV0026312     | 03/24/2023 | BLUE CROSS BLUE SHIELD        | 392.93           |
| BLUE CROSS BLUE SHIELD OF KS ..                                        | INV0026313     | 03/24/2023 | BLUE CROSS BLUE SHIELD        | 345.11           |
| BLUE CROSS BLUE SHIELD OF KS ..                                        | INV0026315     | 03/24/2023 | BLUE CROSS BLUE SHIELD        | 155.78           |
| BLUE CROSS BLUE SHIELD OF KS ..                                        | INV0026317     | 03/24/2023 | BLUE CROSS BLUE SHIELD        | 97.13            |
| BLUE CROSS BLUE SHIELD OF KS ..                                        | INV0026318     | 03/24/2023 | BLUE CROSS BLUE SHIELD        | 65.41            |
| <b>Vendor 007921 - BLUE CROSS BLUE SHIELD OF KS INC Total:</b>         |                |            |                               | <b>1,713.50</b>  |

**Appropriations March 21-31, 2023**
**Post Dates: 3/21/2023 - 3/31/2023**

| Vendor Name                                                            | Payable Number | Post Date  | Description (Item)            | Amount           |
|------------------------------------------------------------------------|----------------|------------|-------------------------------|------------------|
| <b>Vendor: 044005 - CITY OF JC FLEX SPENDING ACCT 1074334</b>          |                |            |                               |                  |
| CITY OF JC FLEX SPENDING ACCT...                                       | INV0026325     | 03/24/2023 | FLEX SPENDING-1074334         | 188.89           |
| <b>Vendor 044005 - CITY OF JC FLEX SPENDING ACCT 1074334 Total:</b>    |                |            |                               | <b>188.89</b>    |
| <b>Vendor: 012130 - CITY OF JUNCTION CITY</b>                          |                |            |                               |                  |
| CITY OF JUNCTION CITY                                                  | INV0026326     | 03/24/2023 | CITY OF JUNCTION CITY (G-FEE) | 7.11             |
| CITY OF JUNCTION CITY                                                  | INV0026341     | 03/24/2023 | TELEPHONE REIMBURSEMENT       | 23.19            |
| <b>Vendor 012130 - CITY OF JUNCTION CITY Total:</b>                    |                |            |                               | <b>30.30</b>     |
| <b>Vendor: 01944 - GREAT WEST FINANCIAL</b>                            |                |            |                               |                  |
| GREAT WEST FINANCIAL                                                   | INV0026334     | 03/24/2023 | GREAT WEST FINANCIAL          | 238.25           |
| <b>Vendor 01944 - GREAT WEST FINANCIAL Total:</b>                      |                |            |                               | <b>238.25</b>    |
| <b>Vendor: 001010 - INTERNAL REVENUE SERVICE</b>                       |                |            |                               |                  |
| INTERNAL REVENUE SERVICE                                               | INV0026347     | 03/24/2023 | SOCIAL SECURITY WITHHOLDING   | 2,369.04         |
| INTERNAL REVENUE SERVICE                                               | INV0026348     | 03/24/2023 | FEDERAL WITHHOLDING           | 1,224.68         |
| INTERNAL REVENUE SERVICE                                               | INV0026349     | 03/24/2023 | MEDICARE WITHHOLDING          | 554.00           |
| <b>Vendor 001010 - INTERNAL REVENUE SERVICE Total:</b>                 |                |            |                               | <b>4,147.72</b>  |
| <b>Vendor: 042540 - KANSAS DEPT OF REVENUE</b>                         |                |            |                               |                  |
| KANSAS DEPT OF REVENUE                                                 | INV0026346     | 03/24/2023 | STATE WITHHOLDING             | 680.93           |
| <b>Vendor 042540 - KANSAS DEPT OF REVENUE Total:</b>                   |                |            |                               | <b>680.93</b>    |
| <b>Vendor: 014435 - KANSAS PAYMENT CENTER</b>                          |                |            |                               |                  |
| KANSAS PAYMENT CENTER                                                  | INV0026328     | 03/24/2023 | INCOME WITHHOLDING ORDER      | 74.44            |
| KANSAS PAYMENT CENTER                                                  | INV0026329     | 03/24/2023 | GARNISHMENT                   | 154.68           |
| <b>Vendor 014435 - KANSAS PAYMENT CENTER Total:</b>                    |                |            |                               | <b>229.12</b>    |
| <b>Vendor: 043859 - KANSAS PUBLIC EMPLOYEES</b>                        |                |            |                               |                  |
| KANSAS PUBLIC EMPLOYEES                                                | INV0026331     | 03/24/2023 | KPERS #1                      | 401.09           |
| KANSAS PUBLIC EMPLOYEES                                                | INV0026332     | 03/24/2023 | KPERS #2                      | 359.93           |
| KANSAS PUBLIC EMPLOYEES                                                | INV0026333     | 03/24/2023 | KPERS #3                      | 2,074.52         |
| KANSAS PUBLIC EMPLOYEES                                                | INV0026335     | 03/24/2023 | KPERS INSURANCE               | 196.47           |
| <b>Vendor 043859 - KANSAS PUBLIC EMPLOYEES Total:</b>                  |                |            |                               | <b>3,032.01</b>  |
| <b>Vendor: 079629 - UNITED WAY OF JUNCTION CITY-GEARY COUNTY</b>       |                |            |                               |                  |
| UNITED WAY OF JUNCTION CITY...                                         | INV0026343     | 03/24/2023 | UNITED WAY                    | 5.49             |
| <b>Vendor 079629 - UNITED WAY OF JUNCTION CITY-GEARY COUNTY Total:</b> |                |            |                               | <b>5.49</b>      |
| <b>Department 000 - NON-DEPARTMENTAL Total:</b>                        |                |            |                               | <b>10,445.34</b> |
| <b>Fund 015 - WASTEWATER UTILITY FUND Total:</b>                       |                |            |                               | <b>10,445.34</b> |
| <b>Fund: 018 - STORM WATER UTILITY FUND</b>                            |                |            |                               |                  |
| <b>Department: 000 - NON-DEPARTMENTAL</b>                              |                |            |                               |                  |
| <b>Vendor: 043380 - ADVANCE LIFE INSURANCE</b>                         |                |            |                               |                  |
| ADVANCE LIFE INSURANCE                                                 | INV0026297     | 03/24/2023 | CITY OF JC EMPLOYER PD LIFE   | 1.35             |
| ADVANCE LIFE INSURANCE                                                 | INV0026298     | 03/24/2023 | ADVANCE LIFE INSURANCE BEF... | 18.42            |
| <b>Vendor 043380 - ADVANCE LIFE INSURANCE Total:</b>                   |                |            |                               | <b>19.77</b>     |
| <b>Vendor: 03161 - ADVANCE SHORT TERM DISABILITY</b>                   |                |            |                               |                  |
| ADVANCE SHORT TERM DISABIL...                                          | INV0026342     | 03/24/2023 | CITY OF JC EMPLOYER PAID STD  | 12.06            |
| <b>Vendor 03161 - ADVANCE SHORT TERM DISABILITY Total:</b>             |                |            |                               | <b>12.06</b>     |
| <b>Vendor: 066230 - AMERICAN FAMILY LIFE ASSURANCE COMPANY</b>         |                |            |                               |                  |
| AMERICAN FAMILY LIFE ASSUR...                                          | INV0026299     | 03/24/2023 | AFLAC                         | 8.17             |
| AMERICAN FAMILY LIFE ASSUR...                                          | INV0026300     | 03/24/2023 | AFLAC BEFORE TAX              | 9.18             |
| AMERICAN FAMILY LIFE ASSUR...                                          | INV0026345     | 03/24/2023 | VSP Vision Insurance Pre-Tax  | 11.11            |
| <b>Vendor 066230 - AMERICAN FAMILY LIFE ASSURANCE COMPANY Total:</b>   |                |            |                               | <b>28.46</b>     |
| <b>Vendor: 007921 - BLUE CROSS BLUE SHIELD OF KS INC</b>               |                |            |                               |                  |
| BLUE CROSS BLUE SHIELD OF KS ..                                        | INV0026305     | 03/24/2023 | BLUE CROSS BLUE SHIELD        | 1.79             |
| BLUE CROSS BLUE SHIELD OF KS ..                                        | INV0026306     | 03/24/2023 | BLUE CROSS BLUE SHIELD        | 53.10            |
| BLUE CROSS BLUE SHIELD OF KS ..                                        | INV0026308     | 03/24/2023 | BLUE CROSS BLUE SHIELD        | 43.81            |
| BLUE CROSS BLUE SHIELD OF KS ..                                        | INV0026309     | 03/24/2023 | BLUE CROSS BLUE SHIELD        | 13.66            |
| BLUE CROSS BLUE SHIELD OF KS ..                                        | INV0026310     | 03/24/2023 | BLUE CROSS BLUE SHIELD        | 37.87            |
| BLUE CROSS BLUE SHIELD OF KS ..                                        | INV0026312     | 03/24/2023 | BLUE CROSS BLUE SHIELD        | 10.46            |
| BLUE CROSS BLUE SHIELD OF KS ..                                        | INV0026313     | 03/24/2023 | BLUE CROSS BLUE SHIELD        | 54.72            |
| BLUE CROSS BLUE SHIELD OF KS ..                                        | INV0026315     | 03/24/2023 | BLUE CROSS BLUE SHIELD        | 31.16            |

**Appropriations March 21-31, 2023**
**Post Dates: 3/21/2023 - 3/31/2023**

| Vendor Name                                                            | Payable Number | Post Date  | Description (Item)            | Amount          |
|------------------------------------------------------------------------|----------------|------------|-------------------------------|-----------------|
| BLUE CROSS BLUE SHIELD OF KS ..INV0026317                              |                | 03/24/2023 | BLUE CROSS BLUE SHIELD        | 6.30            |
| BLUE CROSS BLUE SHIELD OF KS ..INV0026318                              |                | 03/24/2023 | BLUE CROSS BLUE SHIELD        | 7.26            |
| <b>Vendor: 007921 - BLUE CROSS BLUE SHIELD OF KS INC Total:</b>        |                |            |                               | <b>260.13</b>   |
| <b>Vendor: 044005 - CITY OF JC FLEX SPENDING ACCT 1074334</b>          |                |            |                               |                 |
| CITY OF JC FLEX SPENDING ACCT...INV0026325                             |                | 03/24/2023 | FLEX SPENDING-1074334         | 23.85           |
| <b>Vendor 044005 - CITY OF JC FLEX SPENDING ACCT 1074334 Total:</b>    |                |            |                               | <b>23.85</b>    |
| <b>Vendor: 012130 - CITY OF JUNCTION CITY</b>                          |                |            |                               |                 |
| CITY OF JUNCTION CITY                                                  | INV0026326     | 03/24/2023 | CITY OF JUNCTION CITY (G-FEE) | 5.31            |
| CITY OF JUNCTION CITY                                                  | INV0026341     | 03/24/2023 | TELEPHONE REIMBURSEMENT       | 6.63            |
| <b>Vendor 012130 - CITY OF JUNCTION CITY Total:</b>                    |                |            |                               | <b>11.94</b>    |
| <b>Vendor: 01944 - GREAT WEST FINANCIAL</b>                            |                |            |                               |                 |
| GREAT WEST FINANCIAL                                                   | INV0026334     | 03/24/2023 | GREAT WEST FINANCIAL          | 111.50          |
| <b>Vendor 01944 - GREAT WEST FINANCIAL Total:</b>                      |                |            |                               | <b>111.50</b>   |
| <b>Vendor: 001010 - INTERNAL REVENUE SERVICE</b>                       |                |            |                               |                 |
| INTERNAL REVENUE SERVICE                                               | INV0026347     | 03/24/2023 | SOCIAL SECURITY WITHHOLDING   | 519.84          |
| INTERNAL REVENUE SERVICE                                               | INV0026348     | 03/24/2023 | FEDERAL WITHHOLDING           | 361.39          |
| INTERNAL REVENUE SERVICE                                               | INV0026349     | 03/24/2023 | MEDICARE WITHHOLDING          | 121.58          |
| <b>Vendor 001010 - INTERNAL REVENUE SERVICE Total:</b>                 |                |            |                               | <b>1,002.81</b> |
| <b>Vendor: 042540 - KANSAS DEPT OF REVENUE</b>                         |                |            |                               |                 |
| KANSAS DEPT OF REVENUE                                                 | INV0026346     | 03/24/2023 | STATE WITHHOLDING             | 159.99          |
| <b>Vendor 042540 - KANSAS DEPT OF REVENUE Total:</b>                   |                |            |                               | <b>159.99</b>   |
| <b>Vendor: 043859 - KANSAS PUBLIC EMPLOYEES</b>                        |                |            |                               |                 |
| KANSAS PUBLIC EMPLOYEES                                                | INV0026331     | 03/24/2023 | KPERS #1                      | 106.28          |
| KANSAS PUBLIC EMPLOYEES                                                | INV0026332     | 03/24/2023 | KPERS #2                      | 94.05           |
| KANSAS PUBLIC EMPLOYEES                                                | INV0026333     | 03/24/2023 | KPERS #3                      | 420.42          |
| KANSAS PUBLIC EMPLOYEES                                                | INV0026335     | 03/24/2023 | KPERS INSURANCE               | 43.02           |
| <b>Vendor 043859 - KANSAS PUBLIC EMPLOYEES Total:</b>                  |                |            |                               | <b>663.77</b>   |
| <b>Vendor: 03772 - MICHAEL A. MONTOYA, P.A.</b>                        |                |            |                               |                 |
| MICHAEL A. MONTOYA, P.A.                                               | INV0026336     | 03/24/2023 | WAGE GARNISHMENT              | 146.41          |
| <b>Vendor 03772 - MICHAEL A. MONTOYA, P.A. Total:</b>                  |                |            |                               | <b>146.41</b>   |
| <b>Vendor: 079629 - UNITED WAY OF JUNCTION CITY-GEARY COUNTY</b>       |                |            |                               |                 |
| UNITED WAY OF JUNCTION CITY...INV0026343                               |                | 03/24/2023 | UNITED WAY                    | 1.50            |
| <b>Vendor 079629 - UNITED WAY OF JUNCTION CITY-GEARY COUNTY Total:</b> |                |            |                               | <b>1.50</b>     |
| <b>Vendor: 03778 - VIRGINIA DEPARTMENT OF SOCIAL SVS</b>               |                |            |                               |                 |
| VIRGINIA DEPARTMENT OF SOC... INV0026344                               |                | 03/24/2023 | WAGE GARNISHMENT              | 8.38            |
| <b>Vendor 03778 - VIRGINIA DEPARTMENT OF SOCIAL SVS Total:</b>         |                |            |                               | <b>8.38</b>     |
| <b>Department 000 - NON-DEPARTMENTAL Total:</b>                        |                |            |                               | <b>2,450.57</b> |
| <b>Fund 018 - STORM WATER UTILITY FUND Total:</b>                      |                |            |                               | <b>2,450.57</b> |
| <b>Fund: 022 - SPECIAL HIGHWAY FUND</b>                                |                |            |                               |                 |
| <b>Department: 043 - 043</b>                                           |                |            |                               |                 |
| <b>Vendor: 03776 - CONNECT PARENT CORPORATION</b>                      |                |            |                               |                 |
| CONNECT PARENT CORPORATI... INV0026380                                 |                | 03/27/2023 | Engineering March 2023        | 28.77           |
| <b>Vendor 03776 - CONNECT PARENT CORPORATION Total:</b>                |                |            |                               | <b>28.77</b>    |
| <b>Department 043 - 043 Total:</b>                                     |                |            |                               | <b>28.77</b>    |
| <b>Fund 022 - SPECIAL HIGHWAY FUND Total:</b>                          |                |            |                               | <b>28.77</b>    |
| <b>Fund: 023 - SANITATION FUND</b>                                     |                |            |                               |                 |
| <b>Department: 000 - NON-DEPARTMENTAL</b>                              |                |            |                               |                 |
| <b>Vendor: 043380 - ADVANCE LIFE INSURANCE</b>                         |                |            |                               |                 |
| ADVANCE LIFE INSURANCE                                                 | INV0026297     | 03/24/2023 | CITY OF JC EMPLOYER PD LIFE   | 10.39           |
| ADVANCE LIFE INSURANCE                                                 | INV0026298     | 03/24/2023 | ADVANCE LIFE INSURANCE BEF... | 117.87          |
| <b>Vendor 043380 - ADVANCE LIFE INSURANCE Total:</b>                   |                |            |                               | <b>128.26</b>   |
| <b>Vendor: 03161 - ADVANCE SHORT TERM DISABILITY</b>                   |                |            |                               |                 |
| ADVANCE SHORT TERM DISABIL...INV0026342                                |                | 03/24/2023 | CITY OF JC EMPLOYER PAID STD  | 31.10           |
| <b>Vendor 03161 - ADVANCE SHORT TERM DISABILITY Total:</b>             |                |            |                               | <b>31.10</b>    |



| Vendor Name                                                            | Payable Number | Post Date  | Description (Item)            | Amount          |
|------------------------------------------------------------------------|----------------|------------|-------------------------------|-----------------|
| <b>Vendor: 066230 - AMERICAN FAMILY LIFE ASSURANCE COMPANY</b>         |                |            |                               |                 |
| AMERICAN FAMILY LIFE ASSUR...                                          | INV0026299     | 03/24/2023 | AFLAC                         | 8.74            |
| AMERICAN FAMILY LIFE ASSUR...                                          | INV0026300     | 03/24/2023 | AFLAC BEFORE TAX              | 52.31           |
| AMERICAN FAMILY LIFE ASSUR...                                          | INV0026345     | 03/24/2023 | VSP Vision Insurance Pre-Tax  | 29.22           |
| <b>Vendor 066230 - AMERICAN FAMILY LIFE ASSURANCE COMPANY Total:</b>   |                |            |                               | <b>90.27</b>    |
| <b>Vendor: 007921 - BLUE CROSS BLUE SHIELD OF KS INC</b>               |                |            |                               |                 |
| BLUE CROSS BLUE SHIELD OF KS ..                                        | INV0026305     | 03/24/2023 | BLUE CROSS BLUE SHIELD        | 5.35            |
| BLUE CROSS BLUE SHIELD OF KS ..                                        | INV0026306     | 03/24/2023 | BLUE CROSS BLUE SHIELD        | 79.66           |
| BLUE CROSS BLUE SHIELD OF KS ..                                        | INV0026308     | 03/24/2023 | BLUE CROSS BLUE SHIELD        | 43.81           |
| BLUE CROSS BLUE SHIELD OF KS ..                                        | INV0026309     | 03/24/2023 | BLUE CROSS BLUE SHIELD        | 54.51           |
| BLUE CROSS BLUE SHIELD OF KS ..                                        | INV0026310     | 03/24/2023 | BLUE CROSS BLUE SHIELD        | 325.45          |
| BLUE CROSS BLUE SHIELD OF KS ..                                        | INV0026311     | 03/24/2023 | BLUE CROSS BLUE SHIELD        | 302.84          |
| BLUE CROSS BLUE SHIELD OF KS ..                                        | INV0026312     | 03/24/2023 | BLUE CROSS BLUE SHIELD        | 240.53          |
| BLUE CROSS BLUE SHIELD OF KS ..                                        | INV0026313     | 03/24/2023 | BLUE CROSS BLUE SHIELD        | 83.67           |
| BLUE CROSS BLUE SHIELD OF KS ..                                        | INV0026315     | 03/24/2023 | BLUE CROSS BLUE SHIELD        | 31.13           |
| BLUE CROSS BLUE SHIELD OF KS ..                                        | INV0026317     | 03/24/2023 | BLUE CROSS BLUE SHIELD        | 2.81            |
| BLUE CROSS BLUE SHIELD OF KS ..                                        | INV0026318     | 03/24/2023 | BLUE CROSS BLUE SHIELD        | 92.30           |
| <b>Vendor 007921 - BLUE CROSS BLUE SHIELD OF KS INC Total:</b>         |                |            |                               | <b>1,262.06</b> |
| <b>Vendor: 044005 - CITY OF JC FLEX SPENDING ACCT 1074334</b>          |                |            |                               |                 |
| CITY OF JC FLEX SPENDING ACCT..                                        | INV0026325     | 03/24/2023 | FLEX SPENDING-1074334         | 46.91           |
| <b>Vendor 044005 - CITY OF JC FLEX SPENDING ACCT 1074334 Total:</b>    |                |            |                               | <b>46.91</b>    |
| <b>Vendor: 012130 - CITY OF JUNCTION CITY</b>                          |                |            |                               |                 |
| CITY OF JUNCTION CITY                                                  | INV0026326     | 03/24/2023 | CITY OF JUNCTION CITY (G-FEE) | 5.00            |
| CITY OF JUNCTION CITY                                                  | INV0026341     | 03/24/2023 | TELEPHONE REIMBURSEMENT       | 11.21           |
| <b>Vendor 012130 - CITY OF JUNCTION CITY Total:</b>                    |                |            |                               | <b>16.21</b>    |
| <b>Vendor: 01944 - GREAT WEST FINANCIAL</b>                            |                |            |                               |                 |
| GREAT WEST FINANCIAL                                                   | INV0026334     | 03/24/2023 | GREAT WEST FINANCIAL          | 154.25          |
| <b>Vendor 01944 - GREAT WEST FINANCIAL Total:</b>                      |                |            |                               | <b>154.25</b>   |
| <b>Vendor: 001010 - INTERNAL REVENUE SERVICE</b>                       |                |            |                               |                 |
| INTERNAL REVENUE SERVICE                                               | INV0026347     | 03/24/2023 | SOCIAL SECURITY WITHHOLDING   | 1,566.74        |
| INTERNAL REVENUE SERVICE                                               | INV0026348     | 03/24/2023 | FEDERAL WITHHOLDING           | 927.48          |
| INTERNAL REVENUE SERVICE                                               | INV0026349     | 03/24/2023 | MEDICARE WITHHOLDING          | 366.26          |
| <b>Vendor 001010 - INTERNAL REVENUE SERVICE Total:</b>                 |                |            |                               | <b>2,860.48</b> |
| <b>Vendor: 042540 - KANSAS DEPT OF REVENUE</b>                         |                |            |                               |                 |
| KANSAS DEPT OF REVENUE                                                 | INV0026346     | 03/24/2023 | STATE WITHHOLDING             | 440.45          |
| <b>Vendor 042540 - KANSAS DEPT OF REVENUE Total:</b>                   |                |            |                               | <b>440.45</b>   |
| <b>Vendor: 014435 - KANSAS PAYMENT CENTER</b>                          |                |            |                               |                 |
| KANSAS PAYMENT CENTER                                                  | INV0026328     | 03/24/2023 | INCOME WITHHOLDING ORDER      | 95.00           |
| <b>Vendor 014435 - KANSAS PAYMENT CENTER Total:</b>                    |                |            |                               | <b>95.00</b>    |
| <b>Vendor: 043859 - KANSAS PUBLIC EMPLOYEES</b>                        |                |            |                               |                 |
| KANSAS PUBLIC EMPLOYEES                                                | INV0026331     | 03/24/2023 | KPERS #1                      | 106.22          |
| KANSAS PUBLIC EMPLOYEES                                                | INV0026332     | 03/24/2023 | KPERS #2                      | 973.83          |
| KANSAS PUBLIC EMPLOYEES                                                | INV0026333     | 03/24/2023 | KPERS #3                      | 800.43          |
| KANSAS PUBLIC EMPLOYEES                                                | INV0026335     | 03/24/2023 | KPERS INSURANCE               | 130.31          |
| <b>Vendor 043859 - KANSAS PUBLIC EMPLOYEES Total:</b>                  |                |            |                               | <b>2,010.79</b> |
| <b>Vendor: 079629 - UNITED WAY OF JUNCTION CITY-GEARY COUNTY</b>       |                |            |                               |                 |
| UNITED WAY OF JUNCTION CITY...                                         | INV0026343     | 03/24/2023 | UNITED WAY                    | 2.00            |
| <b>Vendor 079629 - UNITED WAY OF JUNCTION CITY-GEARY COUNTY Total:</b> |                |            |                               | <b>2.00</b>     |
| <b>Department 000 - NON-DEPARTMENTAL Total:</b>                        |                |            |                               | <b>7,137.78</b> |
| <b>Fund 023 - SANITATION FUND Total:</b>                               |                |            |                               | <b>7,137.78</b> |
| <b>Fund: 035 - EMPLOYEE BENEFITS FUND</b>                              |                |            |                               |                 |
| <b>Department: 140 - EMPLOYEE BENEFITS</b>                             |                |            |                               |                 |
| <b>Vendor: 02156 - FREEDOM CLAIMS MGT. INC PREMIUM ACCT</b>            |                |            |                               |                 |
| FREEDOM CLAIMS MGT. INC PR...                                          | CM0000875      | 03/29/2023 | Credit on bill for April 2023 | -4,368.85       |
| FREEDOM CLAIMS MGT. INC PR...                                          | INV0026389     | 03/29/2023 | % OF SAVINGS April 2023       | 1,147.18        |
| FREEDOM CLAIMS MGT. INC PR...                                          | INV0026389     | 03/29/2023 | CITY April 2023               | 3,565.00        |

**Appropriations March 21-31, 2023**
**Post Dates: 3/21/2023 - 3/31/2023**

| Vendor Name                                                        | Payable Number    | Post Date  | Description (Item)       | Amount            |
|--------------------------------------------------------------------|-------------------|------------|--------------------------|-------------------|
| FREEDOM CLAIMS MGT. INC PR...                                      | INV0026389        | 03/29/2023 | Postage April 2023       | 165.31            |
| FREEDOM CLAIMS MGT. INC PR...                                      | INV0026389        | 03/29/2023 | RETIREEES April 2023     | 138.00            |
| FREEDOM CLAIMS MGT. INC PR...                                      | INV0026389        | 03/29/2023 | LIBRARY April 2023       | 276.00            |
| <b>Vendor 02156 - FREEDOM CLAIMS MGT. INC PREMIUM ACCT Total:</b>  |                   |            |                          | <b>922.64</b>     |
| <b>Vendor: 02155 - FREEDOM CLAIMS MGT.INC CLAIMS ACCOUNT</b>       |                   |            |                          |                   |
| FREEDOM CLAIMS MGT.INC CLA..                                       | 911152-03-10-2023 | 03/27/2023 | CLAIMS WEEK OF 3/10/2023 | 2,047.64          |
| FREEDOM CLAIMS MGT.INC CLA..                                       | 911152-03-24-2023 | 03/27/2023 | CLAIMS WEEK OF 3/24/2023 | 4,627.30          |
| <b>Vendor 02155 - FREEDOM CLAIMS MGT.INC CLAIMS ACCOUNT Total:</b> |                   |            |                          | <b>6,674.94</b>   |
| <b>Department 140 - EMPLOYEE BENEFITS Total:</b>                   |                   |            |                          | <b>7,597.58</b>   |
| <b>Fund 035 - EMPLOYEE BENEFITS FUND Total:</b>                    |                   |            |                          | <b>7,597.58</b>   |
| <b>Fund: 050 - SPECIAL LAW ENFORCEMENT TRUST FUND</b>              |                   |            |                          |                   |
| <b>Department: 440 - SPECIAL LAW ENFORCEMENT</b>                   |                   |            |                          |                   |
| <b>Vendor: 059898 - NEX-TECH</b>                                   |                   |            |                          |                   |
| NEX-TECH                                                           | INV0026383        | 03/29/2023 | DRUG TASK FORCE          | 1.83              |
| <b>Vendor 059898 - NEX-TECH Total:</b>                             |                   |            |                          | <b>1.83</b>       |
| <b>Department 440 - SPECIAL LAW ENFORCEMENT Total:</b>             |                   |            |                          | <b>1.83</b>       |
| <b>Fund 050 - SPECIAL LAW ENFORCEMENT TRUST FUND Total:</b>        |                   |            |                          | <b>1.83</b>       |
| <b>Grand Total:</b>                                                |                   |            |                          | <b>283,905.20</b> |

# Report Summary

## Fund Summary

| Fund                                     | Payment Amount    |
|------------------------------------------|-------------------|
| 001 - GENERAL FUND                       | 244,922.87        |
| 002 - GRANT FUND                         | 870.64            |
| 014 - WATER UTILITY FUND                 | 10,449.82         |
| 015 - WASTEWATER UTILITY FUND            | 10,445.34         |
| 018 - STORM WATER UTILITY FUND           | 2,450.57          |
| 022 - SPECIAL HIGHWAY FUND               | 28.77             |
| 023 - SANITATION FUND                    | 7,137.78          |
| 035 - EMPLOYEE BENEFITS FUND             | 7,597.58          |
| 050 - SPECIAL LAW ENFORCEMENT TRUST FUND | 1.83              |
| <b>Grand Total:</b>                      | <b>283,905.20</b> |

## Account Summary

| Account Number        | Account Name             | Payment Amount |
|-----------------------|--------------------------|----------------|
| 001-2-00000-0250      | F.I.T PAYABLE            | 28,904.41      |
| 001-2-00000-0251      | FICA PAYABLE             | 28,123.24      |
| 001-2-00000-0252      | SIT PAYABLE              | 15,354.83      |
| 001-2-00000-0254      | UNITED WAY PAYABLE       | 21.50          |
| 001-2-00000-0255      | KPERS PAYABLE            | 18,949.96      |
| 001-2-00000-0256      | KPFR PAYABLE             | 79,623.15      |
| 001-2-00000-0257      | EMP MEDICAL INS PAYAB... | 40,600.62      |
| 001-2-00000-0259      | GARNISHMENTS PAYABLE     | 1,340.77       |
| 001-2-00000-0260      | JCPOA UNION DUES PAYA... | 890.98         |
| 001-2-00000-0261      | AETNA DEFERRED COMP ...  | 9,231.75       |
| 001-2-00000-0267      | DENTAL INSURANCE PAY     | 4,643.88       |
| 001-2-00000-0275      | I.A.F.F.                 | 1,650.00       |
| 001-2-00000-0276      | FIREMANS RELIEF ASSN     | 520.69         |
| 001-2-00000-0279      | GARNISHMENT FEE          | 30.43          |
| 001-2-00000-0735      | TELEPHONE REIMBURSM...   | 182.88         |
| 001-2-00000-1282      | AFLAC                    | 2,571.30       |
| 001-2-00000-1283      | GOLF COURSE FEES         | 336.46         |
| 001-2-00000-1287      | ADVANCE LIFE             | 1,503.72       |
| 001-2-00000-2377      | MED REIMB/DEP CARE       | 3,357.29       |
| 001-2-00000-2380      | P & F INS. ASSOCIATION   | 909.35         |
| 001-2-03000-9203      | COURT REFUNDS            | 860.00         |
| 001-5-00200-0000-0735 | TELEPHONE                | 14.38          |
| 001-5-00300-0000-0735 | TELEPHONE                | 144.00         |
| 001-5-00302-0000-0730 | HEALTH AND WELLNESS P... | 60.00          |
| 001-5-01000-0000-0737 | GAS UTILITIES            | 44.14          |
| 001-5-01100-0000-0737 | GAS UTILITIES            | 44.14          |
| 001-5-01300-0000-0737 | GAS UTILITIES            | 1,230.18       |
| 001-5-01400-0000-0737 | GAS UTILITIES            | -1,888.24      |
| 001-5-01700-0000-0735 | TELEPHONE                | 47.09          |
| 001-5-01800-0000-0735 | TELEPHONE                | 47.94          |
| 001-5-02200-0000-0735 | TELEPHONE                | 47.94          |
| 001-5-02300-0000-0735 | TELEPHONE                | 1,565.36       |
| 001-5-02400-0000-0735 | TELEPHONE                | 47.94          |
| 001-5-02400-0000-0737 | GAS UTILITIES            | 576.74         |
| 001-5-02500-0000-0737 | GAS UTILITIES            | 295.03         |
| 001-5-03000-0000-0735 | TELEPHONE                | 28.79          |
| 001-5-03000-0000-9203 | COURT REFUNDS            | 785.00         |
| 001-5-04000-0000-0735 | TELEPHONE                | 28.77          |
| 001-5-04800-0000-0735 | TELEPHONE                | 33.75          |
| 001-5-04800-0000-0737 | GAS UTILITIES            | 2,162.71       |
| 002-2-00000-0250      | F.I.T PAYABLE            | 70.13          |
| 002-2-00000-0251      | FICA PAYABLE             | 40.24          |
| 002-2-00000-0252      | SIT PAYABLE              | 61.02          |
| 002-2-00000-0256      | KPFR PAYABLE             | 452.57         |

### Account Summary

| Account Number        | Account Name             | Payment Amount |
|-----------------------|--------------------------|----------------|
| 002-2-00000-0257      | EMP MEDICAL INS PAYAB... | 218.14         |
| 002-2-00000-0260      | JCPOA UNION DUES PAYA... | 9.02           |
| 002-2-00000-0267      | DENTAL INSURANCE PAY     | 16.13          |
| 002-2-00000-1282      | AFLAC                    | 3.39           |
| 014-2-00000-0250      | F.I.T PAYABLE            | 1,211.00       |
| 014-2-00000-0251      | FICA PAYABLE             | 2,852.34       |
| 014-2-00000-0252      | SIT PAYABLE              | 668.34         |
| 014-2-00000-0254      | UNITED FUND PAYABLE      | 5.51           |
| 014-2-00000-0255      | KPERS PAYABLE            | 2,962.68       |
| 014-2-00000-0257      | EMP MEDICAL INS PAYAB... | 1,465.01       |
| 014-2-00000-0259      | GARNISHMENTS PAYABLE     | 229.17         |
| 014-2-00000-0261      | AETNA DEFERRED COMP ...  | 238.25         |
| 014-2-00000-0267      | DENTAL INSURANCE PAY     | 219.04         |
| 014-2-00000-0279      | GARNISHMENT FEE          | 7.15           |
| 014-2-00000-0735      | TELEPHONE REIMBURSE...   | 23.09          |
| 014-2-00000-1282      | AFLAC                    | 88.74          |
| 014-2-00000-1287      | ADVANCE LIFE             | 86.71          |
| 014-2-00000-2377      | MED REIMB/DEP CARE       | 188.91         |
| 014-5-53400-0000-0735 | TELEPHONE                | 114.46         |
| 014-5-53400-0000-0737 | GAS UTILITIES            | 89.42          |
| 015-2-00000-0250      | F.I.T PAYABLE            | 1,224.68       |
| 015-2-00000-0251      | FICA PAYABLE             | 2,923.04       |
| 015-2-00000-0252      | SIT PAYABLE              | 680.93         |
| 015-2-00000-0254      | UNITED FUND PAYABLE      | 5.49           |
| 015-2-00000-0255      | KPERS PAYABLE            | 3,032.01       |
| 015-2-00000-0257      | EMP MEDICAL INS PAYAB... | 1,490.76       |
| 015-2-00000-0259      | GARNISHMENTS PAYABLE     | 229.12         |
| 015-2-00000-0261      | AETNA DEFERRED COMP ...  | 238.25         |
| 015-2-00000-0267      | DENTAL INSURANCE PAY     | 222.74         |
| 015-2-00000-0279      | GARNISHMENT FEE          | 7.11           |
| 015-2-00000-0735      | TELEPHONE REIMBURSE...   | 23.19          |
| 015-2-00000-1282      | AFLAC                    | 91.81          |
| 015-2-00000-1287      | ADVANCE LIFE             | 87.32          |
| 015-2-00000-2377      | MED REIMB/DEP CARE       | 188.89         |
| 018-2-00000-0250      | F.I.T. PAYABLE           | 361.39         |
| 018-2-00000-0251      | FICA PAYABLE             | 641.42         |
| 018-2-00000-0252      | SIT PAYABLE              | 159.99         |
| 018-2-00000-0254      | UNITED FUND PAYALBE      | 1.50           |
| 018-2-00000-0255      | KPERS PAYABLE            | 663.77         |
| 018-2-00000-0257      | EMP MEDICAL INS PAYAB... | 231.12         |
| 018-2-00000-0259      | GARNISHMENTS             | 154.79         |
| 018-2-00000-0261      | DEFERRED COMP            | 111.50         |
| 018-2-00000-0267      | DENTAL INSURANCE PAY     | 29.01          |
| 018-2-00000-0279      | GARNISHMENT FEE          | 5.31           |
| 018-2-00000-0735      | TELEPHONE REIMBURSE...   | 6.63           |
| 018-2-00000-1282      | AFLAC                    | 28.46          |
| 018-2-00000-1287      | ADVANCE LIFE             | 31.83          |
| 018-2-00000-2377      | FLEX SPENDING            | 23.85          |
| 022-5-04300-0000-0735 | TELEPHONE, TELEGRAPH ... | 28.77          |
| 023-2-00000-0250      | F.I.T PAYABLE            | 927.48         |
| 023-2-00000-0251      | FICA PAYABLE             | 1,933.00       |
| 023-2-00000-0252      | SIT PAYABLE              | 440.45         |
| 023-2-00000-0254      | UNITED FUND PAYABLE      | 2.00           |
| 023-2-00000-0255      | KPERS PAYABLE            | 2,010.79       |
| 023-2-00000-0257      | EMP MEDICAL INS PAYAB... | 1,107.09       |
| 023-2-00000-0259      | GARNISHMENTS PAYABLE     | 95.00          |
| 023-2-00000-0261      | AETNA DEFERRED COMP ...  | 154.25         |
| 023-2-00000-0267      | DENTAL INSURANCE PAY     | 154.97         |

### Account Summary

| Account Number        | Account Name           | Payment Amount    |
|-----------------------|------------------------|-------------------|
| 023-2-00000-0279      | GARNISHMENT FEE        | 5.00              |
| 023-2-00000-0735      | TELEPHONE REIMBURSE... | 11.21             |
| 023-2-00000-1282      | AFLAC                  | 90.27             |
| 023-2-00000-1287      | ADVANCE LIFE           | 159.36            |
| 023-2-00000-2377      | MED REIMB/DEP CARE     | 46.91             |
| 035-5-14000-0000-0749 | OTHER SERVICES         | 7,597.58          |
| 050-5-44000-0000-0646 | OPERATIONAL SUPPLIES   | 1.83              |
| <b>Grand Total:</b>   |                        | <b>283,905.20</b> |

### Project Account Summary

| Project Account Key | Payment Amount    |
|---------------------|-------------------|
| **None**            | 283,905.20        |
| <b>Grand Total:</b> | <b>283,905.20</b> |



Junction City, KS

# Bank Transaction Report

## Transaction Detail

Issued Date Range: 03/21/2023 - 03/31/2023

Cleared Date Range: -

| Issued Date             | Cleared Date | Number                     | Description                            | Module           | Status      | Type       | Amount    |
|-------------------------|--------------|----------------------------|----------------------------------------|------------------|-------------|------------|-----------|
| <b>Accounts Payable</b> |              |                            |                                        |                  |             |            |           |
| <b>Outstanding</b>      |              |                            |                                        |                  |             |            |           |
| <b>Bank Draft</b>       |              |                            |                                        |                  |             |            |           |
| 03/24/2023              |              | <a href="#">DFT0011441</a> | ADVANCE LIFE INSURANCE                 | Accounts Payable | Outstanding | Bank Draft | -11.20    |
| 03/24/2023              |              | <a href="#">DFT0011442</a> | ADVANCE LIFE INSURANCE                 | Accounts Payable | Outstanding | Bank Draft | -5.41     |
| 03/24/2023              |              | <a href="#">DFT0011443</a> | AMERICAN FAMILY LIFE ASSURANCE COMPANY | Accounts Payable | Outstanding | Bank Draft | -7.99     |
| 03/24/2023              |              | <a href="#">DFT0011444</a> | AMERICAN FAMILY LIFE ASSURANCE COMPANY | Accounts Payable | Outstanding | Bank Draft | -146.42   |
| 03/24/2023              |              | <a href="#">DFT0011445</a> | BLUE CROSS BLUE SHIELD OF KS INC       | Accounts Payable | Outstanding | Bank Draft | -71.54    |
| 03/24/2023              |              | <a href="#">DFT0011446</a> | BLUE CROSS BLUE SHIELD OF KS INC       | Accounts Payable | Outstanding | Bank Draft | -438.10   |
| 03/24/2023              |              | <a href="#">DFT0011447</a> | BLUE CROSS BLUE SHIELD OF KS INC       | Accounts Payable | Outstanding | Bank Draft | -38.99    |
| 03/24/2023              |              | <a href="#">DFT0011448</a> | BLUE CROSS BLUE SHIELD OF KS INC       | Accounts Payable | Outstanding | Bank Draft | -252.38   |
| 03/24/2023              |              | <a href="#">DFT0011449</a> | BLUE CROSS BLUE SHIELD OF KS INC       | Accounts Payable | Outstanding | Bank Draft | -836.64   |
| 03/24/2023              |              | <a href="#">DFT0011450</a> | BLUE CROSS BLUE SHIELD OF KS INC       | Accounts Payable | Outstanding | Bank Draft | -209.16   |
| 03/24/2023              |              | <a href="#">DFT0011451</a> | BLUE CROSS BLUE SHIELD OF KS INC       | Accounts Payable | Outstanding | Bank Draft | -90.70    |
| 03/24/2023              |              | <a href="#">DFT0011452</a> | KANSAS PUBLIC EMPLOYEES                | Accounts Payable | Outstanding | Bank Draft | -323.02   |
| 03/24/2023              |              | <a href="#">DFT0011453</a> | KANSAS PUBLIC EMPLOYEES                | Accounts Payable | Outstanding | Bank Draft | -635.32   |
| 03/24/2023              |              | <a href="#">DFT0011454</a> | KANSAS PUBLIC EMPLOYEES                | Accounts Payable | Outstanding | Bank Draft | -1,180.24 |
| 03/24/2023              |              | <a href="#">DFT0011455</a> | KANSAS PUBLIC EMPLOYEES                | Accounts Payable | Outstanding | Bank Draft | -148.22   |
| 03/24/2023              |              | <a href="#">DFT0011456</a> | ADVANCE SHORT TERM DISABILITY          | Accounts Payable | Outstanding | Bank Draft | -28.79    |
| 03/24/2023              |              | <a href="#">DFT0011457</a> | AMERICAN FAMILY LIFE ASSURANCE COMPANY | Accounts Payable | Outstanding | Bank Draft | -46.00    |
| 03/24/2023              |              | <a href="#">DFT0011458</a> | KANSAS DEPT OF REVENUE                 | Accounts Payable | Outstanding | Bank Draft | -608.76   |
| 03/24/2023              |              | <a href="#">DFT0011459</a> | INTERNAL REVENUE SERVICE               | Accounts Payable | Outstanding | Bank Draft | -1,752.02 |
| 03/24/2023              |              | <a href="#">DFT0011460</a> | INTERNAL REVENUE SERVICE               | Accounts Payable | Outstanding | Bank Draft | -1,290.90 |
| 03/24/2023              |              | <a href="#">DFT0011461</a> | INTERNAL REVENUE SERVICE               | Accounts Payable | Outstanding | Bank Draft | -409.74   |
| 03/24/2023              |              | <a href="#">DFT0011466</a> | KANSAS PUBLIC EMPLOYEES                | Accounts Payable | Outstanding | Bank Draft | -7.10     |
| 03/24/2023              |              | <a href="#">DFT0011469</a> | KANSAS DEPT OF REVENUE                 | Accounts Payable | Outstanding | Bank Draft | -1.35     |
| 03/24/2023              |              | <a href="#">DFT0011470</a> | INTERNAL REVENUE SERVICE               | Accounts Payable | Outstanding | Bank Draft | -4.83     |
| 03/24/2023              |              | <a href="#">DFT0011471</a> | INTERNAL REVENUE SERVICE               | Accounts Payable | Outstanding | Bank Draft | -0.68     |
| 03/24/2023              |              | <a href="#">DFT0011472</a> | ADVANCE LIFE INSURANCE                 | Accounts Payable | Outstanding | Bank Draft | -269.96   |
| 03/24/2023              |              | <a href="#">DFT0011473</a> | ADVANCE LIFE INSURANCE                 | Accounts Payable | Outstanding | Bank Draft | -749.65   |
| 03/24/2023              |              | <a href="#">DFT0011474</a> | AMERICAN FAMILY LIFE ASSURANCE COMPANY | Accounts Payable | Outstanding | Bank Draft | -339.70   |
| 03/24/2023              |              | <a href="#">DFT0011475</a> | AMERICAN FAMILY LIFE ASSURANCE COMPANY | Accounts Payable | Outstanding | Bank Draft | -1,538.04 |
| 03/24/2023              |              | <a href="#">DFT0011476</a> | BLUE CROSS BLUE SHIELD OF KS INC       | Accounts Payable | Outstanding | Bank Draft | -967.34   |
| 03/24/2023              |              | <a href="#">DFT0011477</a> | BLUE CROSS BLUE SHIELD OF KS INC       | Accounts Payable | Outstanding | Bank Draft | -1,597.16 |
| 03/24/2023              |              | <a href="#">DFT0011478</a> | BLUE CROSS BLUE SHIELD OF KS INC       | Accounts Payable | Outstanding | Bank Draft | -3,194.32 |
| 03/24/2023              |              | <a href="#">DFT0011479</a> | BLUE CROSS BLUE SHIELD OF KS INC       | Accounts Payable | Outstanding | Bank Draft | -643.86   |
| 03/24/2023              |              | <a href="#">DFT0011480</a> | BLUE CROSS BLUE SHIELD OF KS INC       | Accounts Payable | Outstanding | Bank Draft | -1,855.80 |

## Bank Transaction Report

Issued Date Range: -

| Issued Date                   | Cleared Date | Number                     | Description                            | Module           | Status      | Type       | Amount             |
|-------------------------------|--------------|----------------------------|----------------------------------------|------------------|-------------|------------|--------------------|
| 03/24/2023                    |              | <a href="#">DFT0011481</a> | BLUE CROSS BLUE SHIELD OF KS INC       | Accounts Payable | Outstanding | Bank Draft | -438.10            |
| 03/24/2023                    |              | <a href="#">DFT0011482</a> | BLUE CROSS BLUE SHIELD OF KS INC       | Accounts Payable | Outstanding | Bank Draft | -1,314.30          |
| 03/24/2023                    |              | <a href="#">DFT0011483</a> | BLUE CROSS BLUE SHIELD OF KS INC       | Accounts Payable | Outstanding | Bank Draft | -623.84            |
| 03/24/2023                    |              | <a href="#">DFT0011484</a> | BLUE CROSS BLUE SHIELD OF KS INC       | Accounts Payable | Outstanding | Bank Draft | -7,066.64          |
| 03/24/2023                    |              | <a href="#">DFT0011485</a> | BLUE CROSS BLUE SHIELD OF KS INC       | Accounts Payable | Outstanding | Bank Draft | -2,480.58          |
| 03/24/2023                    |              | <a href="#">DFT0011486</a> | BLUE CROSS BLUE SHIELD OF KS INC       | Accounts Payable | Outstanding | Bank Draft | -10,458.00         |
| 03/24/2023                    |              | <a href="#">DFT0011487</a> | BLUE CROSS BLUE SHIELD OF KS INC       | Accounts Payable | Outstanding | Bank Draft | -4,392.36          |
| 03/24/2023                    |              | <a href="#">DFT0011488</a> | BLUE CROSS BLUE SHIELD OF KS INC       | Accounts Payable | Outstanding | Bank Draft | -1,511.82          |
| 03/24/2023                    |              | <a href="#">DFT0011489</a> | BLUE CROSS BLUE SHIELD OF KS INC       | Accounts Payable | Outstanding | Bank Draft | -3,115.40          |
| 03/24/2023                    |              | <a href="#">DFT0011490</a> | BLUE CROSS BLUE SHIELD OF KS INC       | Accounts Payable | Outstanding | Bank Draft | -4,984.64          |
| 03/24/2023                    |              | <a href="#">DFT0011491</a> | BLUE CROSS BLUE SHIELD OF KS INC       | Accounts Payable | Outstanding | Bank Draft | -2,256.80          |
| 03/24/2023                    |              | <a href="#">DFT0011492</a> | BLUE CROSS BLUE SHIELD OF KS INC       | Accounts Payable | Outstanding | Bank Draft | -1,560.04          |
| 03/24/2023                    |              | <a href="#">DFT0011493</a> | KANSAS PUBLIC EMPLOYEES                | Accounts Payable | Outstanding | Bank Draft | -80,059.86         |
| 03/24/2023                    |              | <a href="#">DFT0011494</a> | KANSAS PUBLIC EMPLOYEES                | Accounts Payable | Outstanding | Bank Draft | -3,926.71          |
| 03/24/2023                    |              | <a href="#">DFT0011495</a> | KANSAS PUBLIC EMPLOYEES                | Accounts Payable | Outstanding | Bank Draft | -4,498.00          |
| 03/24/2023                    |              | <a href="#">DFT0011496</a> | KANSAS PUBLIC EMPLOYEES                | Accounts Payable | Outstanding | Bank Draft | -15,248.60         |
| 03/24/2023                    |              | <a href="#">DFT0011497</a> | GREAT WEST FINANCIAL                   | Accounts Payable | Outstanding | Bank Draft | -9,343.00          |
| 03/24/2023                    |              | <a href="#">DFT0011498</a> | KANSAS PUBLIC EMPLOYEES                | Accounts Payable | Outstanding | Bank Draft | -1,640.58          |
| 03/24/2023                    |              | <a href="#">DFT0011499</a> | GREAT WEST FINANCIAL                   | Accounts Payable | Outstanding | Bank Draft | -631.00            |
| 03/24/2023                    |              | <a href="#">DFT0011500</a> | ADVANCE SHORT TERM DISABILITY          | Accounts Payable | Outstanding | Bank Draft | -806.66            |
| 03/24/2023                    |              | <a href="#">DFT0011501</a> | AMERICAN FAMILY LIFE ASSURANCE COMPANY | Accounts Payable | Outstanding | Bank Draft | -795.82            |
| 03/24/2023                    |              | <a href="#">DFT0011502</a> | KANSAS DEPT OF REVENUE                 | Accounts Payable | Outstanding | Bank Draft | -16,737.89         |
| 03/24/2023                    |              | <a href="#">DFT0011503</a> | INTERNAL REVENUE SERVICE               | Accounts Payable | Outstanding | Bank Draft | -22,044.82         |
| 03/24/2023                    |              | <a href="#">DFT0011504</a> | INTERNAL REVENUE SERVICE               | Accounts Payable | Outstanding | Bank Draft | -31,386.12         |
| 03/24/2023                    |              | <a href="#">DFT0011505</a> | INTERNAL REVENUE SERVICE               | Accounts Payable | Outstanding | Bank Draft | -12,218.86         |
| 03/24/2023                    |              | <a href="#">DFT0011511</a> | KANSAS PUBLIC EMPLOYEES                | Accounts Payable | Outstanding | Bank Draft | -8.76              |
| 03/24/2023                    |              | <a href="#">DFT0011512</a> | KANSAS PUBLIC EMPLOYEES                | Accounts Payable | Outstanding | Bank Draft | -17.32             |
| 03/24/2023                    |              | <a href="#">DFT0011514</a> | KANSAS PUBLIC EMPLOYEES                | Accounts Payable | Outstanding | Bank Draft | -1.20              |
| 03/24/2023                    |              | <a href="#">DFT0011517</a> | KANSAS DEPT OF REVENUE                 | Accounts Payable | Outstanding | Bank Draft | -7.97              |
| 03/24/2023                    |              | <a href="#">DFT0011518</a> | INTERNAL REVENUE SERVICE               | Accounts Payable | Outstanding | Bank Draft | -14.88             |
| 03/24/2023                    |              | <a href="#">DFT0011519</a> | INTERNAL REVENUE SERVICE               | Accounts Payable | Outstanding | Bank Draft | -17.24             |
| 03/24/2023                    |              | <a href="#">DFT0011520</a> | INTERNAL REVENUE SERVICE               | Accounts Payable | Outstanding | Bank Draft | -4.34              |
| 03/24/2023                    |              | <a href="#">DFT0011521</a> | KANSAS DEPT OF REVENUE                 | Accounts Payable | Outstanding | Bank Draft | -9.59              |
| 03/24/2023                    |              | <a href="#">DFT0011522</a> | INTERNAL REVENUE SERVICE               | Accounts Payable | Outstanding | Bank Draft | -55.06             |
| 03/24/2023                    |              | <a href="#">DFT0011523</a> | INTERNAL REVENUE SERVICE               | Accounts Payable | Outstanding | Bank Draft | -12.88             |
| <b>Bank Draft Total: (69)</b> |              |                            |                                        |                  |             |            | <b>-259,391.01</b> |
| <b>Check</b>                  |              |                            |                                        |                  |             |            |                    |
| 03/21/2023                    |              | <a href="#">379734</a>     | BRANDI GATES                           | Accounts Payable | Outstanding | Check      | -60.00             |
| 03/21/2023                    |              | <a href="#">379735</a>     | BRUCE MCMILLAN AIA ARCHITECTS, P.A.    | Accounts Payable | Outstanding | Check      | -495.00            |
| 03/21/2023                    |              | <a href="#">379737</a>     | CARR CONSTRUCTION                      | Accounts Payable | Outstanding | Check      | -3,000.00          |
| 03/21/2023                    |              | <a href="#">379740</a>     | CATHY FAHEY                            | Accounts Payable | Outstanding | Check      | -11.88             |
| 03/21/2023                    |              | <a href="#">379741</a>     | CDW GOVERNMENT INC                     | Accounts Payable | Outstanding | Check      | -15,953.34         |

## Bank Transaction Report

Issued Date Range: -

| Issued Date              | Cleared Date | Number                   | Description                                      | Module           | Status      | Type  | Amount      |
|--------------------------|--------------|--------------------------|--------------------------------------------------|------------------|-------------|-------|-------------|
| 03/21/2023               |              | <a href="#">379742</a>   | CHAMPIONS CAR AND TRUCK WASH                     | Accounts Payable | Outstanding | Check | -3.58       |
| 03/21/2023               |              | <a href="#">379749</a>   | DRY CLEAN CITY #1                                | Accounts Payable | Outstanding | Check | -206.55     |
| 03/21/2023               |              | <a href="#">379752</a>   | FOOTJOY/TITLEIST                                 | Accounts Payable | Outstanding | Check | -882.00     |
| 03/21/2023               |              | <a href="#">379753</a>   | FRONTIER SPIRITS                                 | Accounts Payable | Outstanding | Check | -1,122.26   |
| 03/21/2023               |              | <a href="#">379759</a>   | GEARY COUNTY K-STATE RESEARCH & EXTENSION OFFICE | Accounts Payable | Outstanding | Check | -60.00      |
| 03/21/2023               |              | <a href="#">379762</a>   | GEARY COUNTY SHERIFF                             | Accounts Payable | Outstanding | Check | -1,578.27   |
| 03/21/2023               |              | <a href="#">379764</a>   | HEARTLAND ALARMS, INC                            | Accounts Payable | Outstanding | Check | -350.00     |
| 03/21/2023               |              | <a href="#">379768</a>   | JEREMY ROSS                                      | Accounts Payable | Outstanding | Check | -100.00     |
| 03/21/2023               |              | <a href="#">379770</a>   | JOSEPH T GIPSON                                  | Accounts Payable | Outstanding | Check | -47.70      |
| 03/21/2023               |              | <a href="#">379774</a>   | KANSAS ONE-CALL SYSTEMS, INC.                    | Accounts Payable | Outstanding | Check | -535.20     |
| 03/21/2023               |              | <a href="#">379776</a>   | KEY OFFICE PRODUCTS                              | Accounts Payable | Outstanding | Check | -52.38      |
| 03/21/2023               |              | <a href="#">379778</a>   | KONZA PRAIRIE COMMUNITY HEALTH CENTER            | Accounts Payable | Outstanding | Check | -516.00     |
| 03/21/2023               |              | <a href="#">379781</a>   | MICHAEL P. HINKIN ATTORNEY-AT-LAW, LLC           | Accounts Payable | Outstanding | Check | -2,333.00   |
| 03/21/2023               |              | <a href="#">379786</a>   | MINNESOTA ELEVATOR, INC.                         | Accounts Payable | Outstanding | Check | -1,354.68   |
| 03/21/2023               |              | <a href="#">379789</a>   | OMNI BILLING                                     | Accounts Payable | Outstanding | Check | -1,748.82   |
| 03/21/2023               |              | <a href="#">379797</a>   | SMALL'S PLUMBING                                 | Accounts Payable | Outstanding | Check | -70.00      |
| 03/21/2023               |              | <a href="#">379800</a>   | TATIANA FERRACIOLI-SILVA                         | Accounts Payable | Outstanding | Check | -180.00     |
| 03/21/2023               |              | <a href="#">379803</a>   | TRACKER SOFTWARE CORPORATION                     | Accounts Payable | Outstanding | Check | -6,579.00   |
| 03/21/2023               |              | <a href="#">379804</a>   | TRUSTED TECH TEAM, INC.                          | Accounts Payable | Outstanding | Check | -7,361.12   |
| 03/21/2023               |              | <a href="#">379807</a>   | ULINE                                            | Accounts Payable | Outstanding | Check | -678.99     |
| 03/22/2023               |              | <a href="#">379849</a>   | SONALYS COLON RAMOS                              | Accounts Payable | Outstanding | Check | -255.00     |
| 03/24/2023               |              | <a href="#">379857</a>   | LAW OFFICE OF AMBER M. BREHM                     | Accounts Payable | Outstanding | Check | -173.30     |
| 03/24/2023               |              | <a href="#">379858</a>   | MICHAEL A. MONTOYA, P.A.                         | Accounts Payable | Outstanding | Check | -156.41     |
| 03/24/2023               |              | <a href="#">379859</a>   | POLICE & FIREMEN'S INSURANCE ASSOCIATION         | Accounts Payable | Outstanding | Check | -909.35     |
| 03/24/2023               |              | <a href="#">379861</a>   | STATE OF ARKANSAS                                | Accounts Payable | Outstanding | Check | -192.00     |
| 03/24/2023               |              | <a href="#">379862</a>   | UNITED WAY OF JUNCTION CITY-GEARY COUNTY         | Accounts Payable | Outstanding | Check | -36.00      |
| 03/24/2023               |              | <a href="#">379863</a>   | VIRGINIA DEPARTMENT OF SOCIAL SVS                | Accounts Payable | Outstanding | Check | -136.13     |
| 03/27/2023               |              | <a href="#">379871</a>   | GEARY COUNTY K-STATE RESEARCH & EXTENSION OFFICE | Accounts Payable | Outstanding | Check | -60.00      |
| 03/27/2023               |              | <a href="#">379872</a>   | JENNIFER ADELE MILLER                            | Accounts Payable | Outstanding | Check | -250.00     |
| 03/27/2023               |              | <a href="#">379873</a>   | GARY, NICOLE ROSE                                | Accounts Payable | Outstanding | Check | -325.00     |
| 03/28/2023               |              | <a href="#">379878</a>   | CONNECT PARENT CORPORATION                       | Accounts Payable | Outstanding | Check | -2,096.02   |
| 03/29/2023               |              | <a href="#">379940</a>   | ELSASSER, MARK ALAN                              | Accounts Payable | Outstanding | Check | -535.00     |
| 03/29/2023               |              | <a href="#">379948</a>   | KANSAS GAS SERVICE                               | Accounts Payable | Outstanding | Check | -2,554.12   |
| 03/29/2023               |              | <a href="#">379949</a>   | NEX-TECH                                         | Accounts Payable | Outstanding | Check | -55.00      |
| 03/30/2023               |              | <a href="#">379950</a>   | CASEY FORD                                       | Accounts Payable | Outstanding | Check | -280.00     |
| Check Total: (40)        |              |                          |                                                  |                  |             |       | -53,293.10  |
| EFT                      |              |                          |                                                  |                  |             |       |             |
| 03/28/2023               |              | <a href="#">10002071</a> | FREEDOM CLAIMS MGT.INC CLAIMS ACCOUNT            | Accounts Payable | Outstanding | EFT   | -6,674.94   |
| 03/30/2023               |              | <a href="#">10002078</a> | FREEDOM CLAIMS MGT. INC PREMIUM ACCT             | Accounts Payable | Outstanding | EFT   | -922.64     |
| EFT Total: (2)           |              |                          |                                                  |                  |             |       | -7,597.58   |
| Outstanding Total: (111) |              |                          |                                                  |                  |             |       | -320,281.69 |



Bank Transaction Report

|                               | Issued Date Range: - |
|-------------------------------|----------------------|
| Accounts Payable Total: (111) | -320,281.69          |
| Report Total: (111)           | -320,281.69          |

Summary

| Bank Account                               | Count | Amount      |
|--------------------------------------------|-------|-------------|
| <a href="#">1074318 POOLED CASH MASTER</a> | 111   | -320,281.69 |
| Report Total:                              | 111   | -320,281.69 |

| Cash Account                                            | Count | Amount      |
|---------------------------------------------------------|-------|-------------|
| <a href="#">999 999-1-00000-0101 POOLED CASH MASTER</a> | 111   | -320,281.69 |
| Report Total:                                           | 111   | -320,281.69 |

| Transaction Type | Count | Amount      |
|------------------|-------|-------------|
| Bank Draft       | 69    | -259,391.01 |
| Check            | 40    | -53,293.10  |
| EFT              | 2     | -7,597.58   |
| Report Total:    | 111   | -320,281.69 |



## City of Junction City – City Commission Agenda Memo

**From:** HR  
**To:** Mayor and Commissioners  
**Subject:** Payroll #5 & #6 2023

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**Objective:** The consideration and approval of Payroll #5 & #6 for the month of March 2023.

**Explanation of Issue:** The payroll for March 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 #5 & #6

**Recommendation:** City Staff recommends the City Commission approve the March 2023 Payrolls.

**Enclosures:**

1. Calculation of Employer Expenses for Payroll #5 & #6
2. General Ledger Totals

## Employer Paid Wages & Benefits

Payroll # 5 2023

Payroll # 6 2023

|                     |               | Retirement Contributions |  |
|---------------------|---------------|--------------------------|--|
| KPERS Tier 1        | \$ 2,605.91   | \$ 2,482.70              |  |
| KPERS Tier 2        | \$ 3,090.21   | \$ 2,998.88              |  |
| KPERS Tier 3        | \$ 9,622.65   | \$ 9,607.84              |  |
| KPERS Retired       | \$ -          | \$ -                     |  |
| KP&F                | \$ 63,622.56  | \$ 60,511.27             |  |
|                     |               |                          |  |
| Social Security     | \$ 11,847.27  | \$ 11,933.39             |  |
| Medicare            | \$ 6,504.91   | \$ 6,323.25              |  |
|                     |               |                          |  |
| BCBS Dental         | \$ 3,708.24   | \$ 3,708.76              |  |
| Freedom Claims/BCBS | \$ 35,380.87  | \$ 35,380.87             |  |
| Advance (BCBS)      | \$ 283.36     | \$ 281.16                |  |
|                     |               |                          |  |
| Employee Salary     | \$ 327,909.47 | \$ 319,936.04            |  |

## **CITY COMMISSION MINUTES**

March 21, 2023

7:00 p.m.

### **CALL TO ORDER**

The scheduled meeting of the Junction City Commission was held on Tuesday, March 21st, 2023 with Mayor Pat Landes presiding.

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

### **PUBLIC COMMENT**

Gary Olds, 3308 Frontier Circle, Manhattan, KS spoke on issues with the sign ordinance not being enforced, request that emails be sent for blight notices, request to lower the mil levy, expressed appreciation for repaving the older part of town & the waterline on 16th Street, & expressed appreciation for the condemnations.

Victor Zarnecki, 416 West 7th Street, Junction City, KS spoke on concerns with his neighbor & wants the codes department to address the issues. Also expressed concerns on the meat packing plants location & the resources needed for that plant.

### **CONSENT AGENDA**

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

- a. Consideration of Appropriation Ordinance A-6 dated – March 7th, 2023 – March 17th, 2023, in the amount of \$845,652.17 and pre-approval for items listed below in the amount of \$236,571.48.

C.L. Hoover Opera House \$40,500.00, Dartpoints LLC \$365.76, Joshua Douglass \$2,762.50, Maritza Rinehart \$30.00, Kansas State Treasurer \$5,263.00, Midwest Public Risk \$815.24, Nomic Networks, Inc. \$1,94.00, T&M Concrete Construction \$84,833.10, & Kaw Valley Engineering \$100,054.88.

- b. Consideration of City Commission Minutes for the March 7th, 2023 Meeting.

March 21, 2023

- c. Consideration of the Request to Serve Alcohol at the Library on April 5th, 2023 for the annual meeting & the sale of alcoholic beverages for the Library Fundraiser on April 15th, 2023 at Spin City.
- d. Consideration of the MOU with the Junction City Junior Baseball Association for use of City Facilities for the 2023 Season.

## **PUBLIC HEARING**

Public Hearing for the Annexation of Certain Lands at or Near 00000 Oakridge Drive was opened by Mayor Landes at 7:11 p.m. City Attorney Stites gave details and answered questions in public comment. The Public Hearing for the Annexation of Certain Lands at or Near 00000 Oakridge Drive was closed by Mayor Landes at 7:13 p.m.

Public Hearing for the Annexation of Certain Lands at or Near 00000 West 8th Street was opened by Mayor Landes at 7:13 p.m. City Attorney Stites gave details and answered questions in public comment. The Public Hearing for the Annexation of Certain Lands at or Near 00000 West 8th Street was closed by Mayor Landes at 7:14 p.m.

Public Hearing for the Annexation of Certain Lands at or Near 00000 K-18 Highway was opened by Mayor Landes at 7:14 p.m. City Attorney Stites gave details and answered questions in public comment. Vic Davis, Munsons Lawyer asked for a continuance. The Public Hearing for the Annexation of Certain Lands at or Near 00000 K-18 Highway was closed by Mayor Landes at 7:18 p.m.

Public Hearing for the Annexation of Certain Lands Located Along U.S. Highway 77 was opened by Mayor Landes at 7:18 p.m. City Attorney Stites gave details and answered questions in public comment. The Public Hearing for the Annexation of Certain Lands Located Along U.S. Highway 77 was closed by Mayor Landes at 7:19 p.m.

## **SPECIAL PRESENTATIONS**

A Certificate of Appreciation was Presented to JCHS Student Jazmine Smith by EMS Chief Kent Vosburg.

## **UNFINISHED BUSINESS**

Consideration of the Request to Sell City Property on Ethan Drive was removed.

## **NEW BUSINESS**

Ordinance No. S-3267, Annexing Certain Lands at or Near 00000 Oakridge Drive was presented. City Attorney Stites gave details and answered questions. Commissioner Underhill moved to approve Ordinance No. S-3267, Annexing Certain Lands at or Near 00000 Oakridge Drive, seconded by Commissioner Larson. Ayes: Landes, Underhill, Larson, Bea, and Story. Nays: None. Motion carried.

Ordinance No. S-3268, Annexing Certain Lands at or Near 00000 West 8th Street was presented. City Attorney Stites gave details and answered questions. Commissioner Underhill moved to approve Ordinance No. S-3268, Annexing Certain Lands at or Near 00000 West 8th Street, seconded by Commissioner Larson. Ayes: Landes, Underhill, Larson, Bea, and Story. Nays: None. Motion carried.

Ordinance No. S-3269, Annexing Certain Lands at or Near 00000 K-18 Highway was presented. City Attorney Stites gave details and answered questions. Commissioner Underhill moved to Continue Ordinance No. S-3268, Annexing Certain Lands at or Near 00000 West 8th Street at the April 4th, 2023 Commission Meeting, seconded by Commissioner Larson. Ayes: Landes, Underhill, Larson, Bea, and Story. Nays: None. Motion carried.

Ordinance No. S-3270, Annexing Certain Lands Located along U.S. Highway 77 was presented. City Attorney Stites gave details and answered questions. Commissioner Underhill moved to approve Ordinance No. S-3270, Annexing Certain Lands Located along U.S. Highway 77, seconded by Commissioner Larson. Ayes: Landes, Underhill, Larson, Bea, and Story. Nays: None. Motion carried.

Ordinance No. S-3271, Authorizing the Amended Taxable IRB Series 2007 (Capgemini Building Project) was presented. City Attorney Stites, Finance Director Miller and City Manager Dinkel gave details and answered questions. Commissioner Underhill moved to approve Ordinance No. S-3271, Authorizing the Amended Taxable IRB Series 2007 (Capgemini Building Project), seconded by Commissioner Larson. Ayes: Landes, Underhill, Larson, Bea, and Story. Nays: None. Motion carried.

Ordinance No. S-3272, Falcon Ridge Litigation Request was presented. City Attorney Stites and City Manager Dinkel gave details and answered questions. Commissioner Underhill moved to approve Ordinance No. S-3272, Falcon Ridge Litigation Request, seconded by Commissioner Larson. Ayes: Landes, Underhill, Larson, Bea, and Story. Nays: None. Motion carried.

Resolution No. R-3032, setting a public hearing date of May 16th, 2023 to address the dangerous & unsafe structure at 122 West 14th Street was

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presented. Fire Chief Lankas gave details and answered questions. Commissioner Underhill moved to approve Resolution No. R-3032, setting a public hearing date of May 16th, 2023 to address the dangerous & unsafe structure at 122 West 14th Street, seconded by Commissioner Larson. Ayes: Landes, Underhill, Larson, Bea, and Story. Nays: None. Motion carried.

Resolution No. R-3033, setting a public hearing date of May 16th, 2023 to address the dangerous & unsafe structure at 200 West 17th Street was presented. Fire Chief Lankas gave details and answered questions. Commissioner Underhill moved to approve Resolution No. R-3033, setting a public hearing date of May 16th, 2023 to address the dangerous & unsafe structure at 200 West 17th Street, seconded by Commissioner Larson. Ayes: Landes, Underhill, Larson, Bea, and Story. Nays: None. Motion carried.

Resolution No. R-3034, setting a public hearing date of May 16th, 2023 to address the dangerous & unsafe structure at 204 East 2nd Street was presented. Fire Chief Lankas gave details and answered questions. Commissioner Underhill moved to approve Resolution No. Resolution No. R-3034, setting a public hearing date of May 16th, 2023 to address the dangerous & unsafe structure at 204 East 2nd Street, seconded by Commissioner Larson. Ayes: Landes, Underhill, Larson, Bea, and Story. Nays: None. Motion carried.

Resolution No. R-3035, setting a public hearing date of May 16th, 2023 to address the dangerous & unsafe structure at 218 West 11th Street was presented. Fire Chief Lankas gave details and answered questions. Commissioner Underhill moved to approve Resolution No. R-3035, setting a public hearing date of May 16th, 2023 to address the dangerous & unsafe structure at 218 West 11th Street, seconded by Commissioner Larson. Ayes: Landes, Underhill, Larson, Bea, and Story. Nays: None. Motion carried.

Resolution No. R-3036, setting a public hearing date of May 16th, 2023 to address the dangerous & unsafe structure at 338 West 15th Street was presented. Fire Chief Lankas gave details and answered questions. Commissioner Underhill moved to approve Resolution No. R-3036, setting a public hearing date of May 16th, 2023 to address the dangerous & unsafe structure at 338 West 15th Street, seconded by Commissioner Larson. Ayes: Landes, Underhill, Larson, Bea, and Story. Nays: None. Motion carried.

Resolution No. R-3037, setting a public hearing date of May 16th, 2023 to address the dangerous & unsafe structure at 424 West 13th Street was presented. Fire Chief Lankas gave details and answered questions. Commissioner Underhill moved to approve Resolution No. R-3037, setting a public hearing date of May 16th, 2023 to address the dangerous & unsafe structure at 424 West 13th Street, seconded by Commissioner Larson. Ayes: Landes, Underhill, Larson, Bea, and Story. Nays: None. Motion carried.

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Resolution No. R-3038, setting a public hearing date of May 16th, 2023 to address the dangerous & unsafe structure at 428 West 12th Street was presented. Fire Chief Lankas gave details and answered questions. Commissioner Underhill moved to approve Resolution No. R-3038, setting a public hearing date of May 16th, 2023 to address the dangerous & unsafe structure at 428 West 12th Street, seconded by Commissioner Larson. Ayes: Landes, Underhill, Larson, Bea, and Story. Nays: None. Motion carried.

Resolution No. R-3039, setting a public hearing date of May 16th, 2023 to address the dangerous & unsafe structure at 430 West 12th Street was presented. Fire Chief Lankas gave details and answered questions. Commissioner Underhill moved to approve Resolution No. R-3039, setting a public hearing date of May 16th, 2023 to address the dangerous & unsafe structure at 430 West 12th Street, seconded by Commissioner Larson. Ayes: Landes, Underhill, Larson, Bea, and Story. Nays: None. Motion carried.

Resolution No. R-3040, setting a public hearing date of May 16th, 2023 to address the dangerous & unsafe structure at 432 West 12th Street was presented. Fire Chief Lankas gave details and answered questions. Commissioner Underhill moved to approve Resolution No. R-3040, setting a public hearing date of May 16th, 2023 to address the dangerous & unsafe structure at 432 West 12th Street, seconded by Commissioner Larson. Ayes: Landes, Underhill, Larson, Bea, and Story. Nays: None. Motion carried.

Resolution No. R-3041, setting a public hearing date of May 16th, 2023 to address the dangerous & unsafe structure at 436 West 13th Street was presented. Fire Chief Lankas gave details and answered questions. Commissioner Underhill moved to approve Resolution No. R-3041, setting a public hearing date of May 16th, 2023 to address the dangerous & unsafe structure at 436 West 13th Street, seconded by Commissioner Larson. Ayes: Landes, Underhill, Larson, Bea, and Story. Nays: None. Motion carried.

Resolution No. R-3042, setting a public hearing date of May 16th, 2023 to address the dangerous & unsafe structure at 512 West 5th Street was presented. Fire Chief Lankas gave details and answered questions. Commissioner Underhill moved to approve Resolution No. R-3042, setting a public hearing date of May 16th, 2023 to address the dangerous & unsafe structure at 512 West 5th Street, seconded by Commissioner Larson. Ayes: Landes, Underhill, Larson, Bea, and Story. Nays: None. Motion carried.

Resolution No. R-3043, setting a public hearing date of May 16th, 2023 to address the dangerous & unsafe structure at 518 West 10th Street was presented. Fire Chief Lankas gave details and answered questions. Commissioner Underhill moved to approve Resolution No. R-3043, setting a public hearing date of May 16th, 2023 to address the dangerous & unsafe

structure at 518 West 10th Street, seconded by Commissioner Larson. Ayes: Landes, Underhill, Larson, Bea, and Story. Nays: None. Motion carried.

Resolution No. R-3044, setting a public hearing date of May 16th, 2023 to address the dangerous & unsafe structure at 709 East 9th Street was presented. Fire Chief Lankas gave details and answered questions. Commissioner Underhill moved to approve Resolution No. R-3044, setting a public hearing date of May 16th, 2023 to address the dangerous & unsafe structure at 709 East 9th Street, seconded by Commissioner Larson. Ayes: Landes, Underhill, Larson, Bea, and Story. Nays: None. Motion carried.

Resolution No. R-3045, setting a public hearing date of May 16th, 2023 to address the dangerous & unsafe structure at 812 West 8th Street was presented. Fire Chief Lankas gave details and answered questions. Commissioner Underhill moved to approve Resolution No. R-3045, setting a public hearing date of May 16th, 2023 to address the dangerous & unsafe structure at 812 West 8th Street, seconded by Commissioner Larson. Ayes: Landes, Underhill, Larson, Bea, and Story. Nays: None. Motion carried.

Resolution No. R-3046, setting a public hearing date of May 16th, 2023 to address the dangerous & unsafe structure at 1033 West Chestnut Street was presented. Fire Chief Lankas gave details and answered questions. Commissioner Underhill moved to approve Resolution No. R-3046, setting a public hearing date of May 16th, 2023 to address the dangerous & unsafe structure at 1033 West Chestnut Street, seconded by Commissioner Larson. Ayes: Landes, Underhill, Larson, Bea, and Story. Nays: None. Motion carried.

Resolution No. R-3047, setting a public hearing date of May 16th, 2023 to address the dangerous & unsafe barn at 1436 Rucker Road was presented. Fire Chief Lankas gave details and answered questions. Commissioner Underhill moved to approve Resolution No. R-3047, setting a public hearing date of May 16th, 2023 to address the dangerous & unsafe barn at 1436 Rucker Road, seconded by Commissioner Larson. Ayes: Landes, Underhill, Larson, Bea, and Story. Nays: None. Motion carried.

The Request to solicit bids for the Demolition of the Structure located at 215 West 12th Street was presented. Fire Chief Lankas, City Manager Dinkel, and Code Enforcement Officer Brown gave details and answered questions. Commissioner Underhill moved to table the Request to solicit bids for the Demolition of the Structure located at 215 West 12th Street to the May 16th, 2023 Commission Meeting, seconded by Commissioner Larson. Ayes: Landes, Underhill, Larson, Bea, and Story. Nays: None. Motion carried.

The Request to solicit bids for the Demolition of the Structure located at 823 West 12th Street, being a dangerous & unsafe structure was presented. Fire Chief Lankas gave details and answered questions. Commissioner Underhill

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moved to approve the Request to solicit bids for the Demolition of the Structure located at 823 West 12th Street, seconded by Commissioner Larson. Ayes: Landes, Underhill, Larson, Bea, and Story. Nays: None. Motion carried.

There was discussion on 408 West 7<sup>th</sup> Street, being a dangerous & unsafe structure. Fire Chief Lankas gave details and answered questions.

The Agreement with Cox Business to reduce the cost of our fiber internet connection was presented. IT Director Germann gave details and answered questions. Commissioner Underhill moved to approve the Agreement with Cox Business to reduce the cost of our fiber internet connection, seconded by Commissioner Bea. Ayes: Landes, Underhill, Larson, Bea, and Story. Nays: None. Motion carried.

The Agreement with Twin Valley to provide phone services to the Police Department was presented. IT Director Germann gave details and answered questions. Commissioner Larson moved to approve the Agreement with Twin Valley to provide phone services to the Police Department, seconded by Commissioner Bea. Ayes: Landes, Underhill, Larson, Bea, and Story. Nays: None. Motion carried.

The Request for C&K Construction to Repair Montgomery Fountain in the amount of \$17,005.00 was presented. Interim Parks & Recreation Director Gray gave details and answered questions. Commissioner Bea moved to approve the Request for C&K Construction to Repair Montgomery Fountain in the amount not to exceed \$17,005.00, seconded by Commissioner Story. Ayes: Landes, Underhill, Larson, Bea, and Story. Nays: None. Motion carried.

Change Order #2 for the 2022 Water System Improvements in the amount of \$48,250.00 was presented. Public Works Director Ibarra gave details and answered questions. Commissioner Underhill moved to approve the Change Order #2 for the 2022 Water System Improvements in the amount not to exceed \$48,250.00, seconded by Commissioner Larson. Ayes: Landes, Underhill, Larson, Bea, and Story. Nays: None. Motion carried.

The Request to Purchase a Bi-Fold Door for the Life Star Hangar in the amount of \$27,527.17 was presented. Public Works Director Ibarra gave details and answered questions. Commissioner Larson moved to approve the Request to Purchase a Bi-Fold Door for the Life Star Hangar in the amount not to exceed \$27,527.17, seconded by Commissioner Bea. Ayes: Landes, Underhill, Larson, Bea, and Story. Nays: None. Motion carried.

The Request for Geotechnical Services at Freeman Field to Alfred Benesch & Company in the amount of \$25,204.00 was presented. Public Works Director Ibarra gave details and answered questions. Commissioner Underhill moved to approve the Request for Geotechnical Services at Freeman Field to Alfred

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Benesch & Company in the amount not to exceed \$25,204.00, seconded by Commissioner Larson. Ayes: Landes, Underhill, Larson, Bea, and Story. Nays: None. Motion carried.

The Request to Exchange Federal Funds under the Federal-Aid Exchange Master Agreement was presented. City Manager Dinkel gave details and answered questions. Commissioner Larson moved to approve the Request to Exchange Federal Funds under the Federal-Aid Exchange Master Agreement, seconded by Commissioner Underhill. Ayes: Landes, Underhill, Larson, Bea, and Story. Nays: None. Motion carried.

The Request to Purchase 60 N-Ear Radio Earpieces for Police Personnel Use in the amount of \$7,664.49 was presented. Police Chief Lamb gave details and answered questions. Commissioner Underhill moved to approve the Request to Purchase 60 N-Ear Radio Earpieces for Police Personnel Use in the amount not to exceed \$7,664.49, seconded by Commissioner Bea. Ayes: Landes, Underhill, Larson, Bea, and Story. Nays: None. Motion carried.

The Request to Purchase Computer Software from LEFTA was presented. Police Chief Lamb gave details and answered questions. Commissioner Larson moved to approve the Request to Purchase Computer Software from LEFTA, seconded by Commissioner Story. Ayes: Landes, Underhill, Larson, Bea, and Story. Nays: None. Motion carried.

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

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

## **ADJOURNMENT**

Commissioner Underhill moved, seconded by Commissioner Larson to adjourn at 8:24 p.m. Ayes: Landes, Larson, Underhill, Bea and Story. Nays: None. Motion carried.

APPROVED AND ACCEPTED THIS 4TH DAY OF APRIL AS THE OFFICIAL COPY OF THE JUNCTION CITY COMMISSION MINUTES FOR MARCH 21ST, 2023.

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Tammy Melton, City Clerk

Pat Landes, Mayor

March 21, 2023

# City of Junction City

## City Commission

### Agenda Memo

04-04-2023

**From:** John Lamb, Chief of Police  
**To:** Allen Dinkel, City Manager  
**Subject:** **LEFTA Software Contract Agreement**

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**Objective:** The Police Department has been approved to purchase computer software from LEFTA Systems, and seeks approval so enter a yearly contract for services.

**Explanation of Issue:** The Police Department seeks approval to enter a contract for the purchase a software suite from LEFTA Systems. This suite provides the ability for the Police Department to record, track, analyze, and implement strategies surrounding the high liability areas of law enforcement to include, Field Training, Use of Force, Training, Vehicle Pursuits, Vehicle Crashes, and Early Warning Systems.

The Police Department obtained demonstrations from three competitors providing similar software packages. The demo from LEFTA Systems was the most user friendly and intuitive software package that was seen and the only package that included all the requested modules in the base package.

The Police Department obtained price quotes from all three competitors and LEFTA Systems was also the lowest cost of the three.

LEFTA Systems: \$6450.00 per year with unlimited training for users

**Budget Impact:** This software will be purchased initially using Asset Forfeiture Funds and then absorbed into the 2024 Police Department Budget.

**Special Considerations:** None

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

**Recommendation:** Staff recommends allowing JCPD to enter into a contract with LEFTA Systems.

**Enclosures:**

**Contract**



# LEFTA SYSTEMS

## International Business Information Technologies, Inc. d.b.a. LEFTA Systems

10950-60 San Jose Blvd., Suite 101  
Jacksonville, FL 32223  
(800) 405-3109 – Toll Free

Agreement No.: 032923-KSJCPD-01

| Customer        |                                      |               |    |             |       | Info                    |              |
|-----------------|--------------------------------------|---------------|----|-------------|-------|-------------------------|--------------|
| <b>Agency:</b>  | Junction City Police Department      |               |    |             |       | <b>Date:</b>            | 12/01/22     |
| <b>Address:</b> | 210 E. 9 <sup>th</sup> Street        |               |    |             |       | <b>Valid Until:</b>     | 05/01/23     |
| <b>City:</b>    | Junction City                        | <b>State:</b> | KS | <b>Zip:</b> | 66441 | <b>Account Manager:</b> | Bryan Selzer |
| <b>Attn:</b>    | Capt. Odell and Chief of Police Lamb |               |    |             |       | <b>Payment Term:</b>    | Net 30       |

| Qty    | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | List Price                 | Total              |
|--------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------|--------------------|
| 1      | Annual SHIELD Suite subscription base:<br>1. <b>LEFTA</b> – FTO Software (Patrol)<br>2. <b>METR</b> – Training Records Software<br>3. <b>FACTS</b> – Use of Force<br>4. <b>INTERNAL AFFAIRS</b><br>5. <b>PASS</b> – Field Investigation Card/Stop Data Collection<br>6. <b>VIPR</b> – Vehicle Pursuits<br>7. <b>V-DOC</b> – Vehicle Incident Documentation<br>8. <b>EMCOT</b> – Employee Conduct Tracking<br><br>Annual license fee includes IT support, free updates and hosting. | \$4,000                    | \$4,000            |
| 70     | Annual per user license fee                                                                                                                                                                                                                                                                                                                                                                                                                                                        | \$35                       | \$2,450            |
| 1      | Hosting on Microsoft Azure Government for up to 10 GB of storage.                                                                                                                                                                                                                                                                                                                                                                                                                  | Included                   | Included           |
| 1      | Customization of applications                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Included                   | Included           |
| Unlim. | Unlimited virtual live training sessions for administrators                                                                                                                                                                                                                                                                                                                                                                                                                        | Included                   | Included           |
| 1      | <b>Command Center:</b> Customizable business analytics providing interactive visualizations, business intelligence capabilities and enhanced EIS                                                                                                                                                                                                                                                                                                                                   | \$1,000<br><i>Optional</i> | \$ <i>Optional</i> |
|        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | <b>TOTAL:</b>              | <b>\$6,450</b>     |

## Terms and Conditions

This **TERMS and CONDITIONS AGREEMENT** ("**Agreement**") is made and entered into as of the effective date shown in the proposal, by and between **Client** and **International Business Information Technologies, Inc.**, a Florida corporation doing business as LEFTA Systems ("**LEFTA Systems**").

- 1. Subscription of Software; Grant of Limited, Non-Exclusive License.** LEFTA Systems agrees during the Term of this Agreement to provide Client services and grants to Client a nonexclusive, nontransferable, right and license to use, execute and display the software programs as described in the proposal, in object code and source code form, and the associated users' information and other documentation made available on-line by LEFTA Systems. The employees, agents, and contractors of Client may use the Software solely for Client's internal purposes (and not for the benefit of any third party) in accordance with the terms of this Agreement.

### **1.1. License Restrictions.**

- 1.1.1.** Except for the limited license rights specifically granted to Client pursuant to this Agreement, LEFTA Systems owns and shall retain all rights, title, and interests in and to the Software, including all derivatives thereof. For the avoidance of doubt, pursuant to this Agreement, Client shall not cause or permit the disclosure, renting, leasing, sublicensing, loaning or selling, dissemination or other distribution of the Software by any means or in any form to anyone outside of the Client organization in a manner or for a purpose inconsistent with this Agreement, and shall not permit or allow any Person to use the Software via a timesharing, service bureau, application service provider or similar arrangement.
- 1.1.2.** Client shall not, and shall not permit others to, copy, alter, translate, decompile, decipher, disassemble, reverse engineer, or reverse assemble the Software or any components thereof, or attempt to do any of the foregoing. Client shall not permit any Person to take any action to reverse engineer, reverse compile, or otherwise attempt to derive source code from any object code copy of the Software.

- 1.2. Price; Payment; Additional Services.** Client shall pay LEFTA Systems, the fees set forth in the signed proposal. All invoices issued are paid net 30-days from the due date on the invoice. All fees paid to LEFTA Systems are fully earned and non-refundable. Client shall be solely responsible for the payment of all sales and use taxes assessed by any governmental authority with respect to the transactions contemplated by this Agreement. Annual fees can include a cost of living or consumer price index increase not to exceed 3%.

- 1.3. Billing Cycle.** Regardless of the actual commencement date, the annual invoice(s) will be prorated to either the 1<sup>st</sup> or the 15<sup>th</sup> of the month to match LEFTA Systems billing cycles.

## Term and Termination.

**Term of Agreement.** The initial term shall be 12 months commencing on the date of the signed Proposal and shall automatically renew for successive 12 months periods.

### 1.4. Termination of Agreement.

- 1.4.1. Either party may prevent the renewal of this Agreement by providing written notice of nonrenewal at least 90 days prior to the expiration of the then-current initial or renewal Term.
- 1.4.2. Either party may terminate this Agreement at any time if the other party breaches this Agreement and, if such breach is capable of being cured, fails to cure such breach within 30 days after receiving written notice from the non-breaching party describing such breach in reasonable detail.
- 1.4.3. **Fees Nonrefundable upon Cancellation.** If prior to the expiration of the Term, Client terminates the Agreement any amount paid by Client to LEFTA Systems under this Agreement is nonrefundable.
- 1.4.4. Upon Request by Client at any time upon termination of this agreement, LEFTA Systems shall promptly return to Client all or any part of the Client Data in the format in which LEFTA Systems routinely stores such data and erase or destroy all or any part of the Client Data in LEFTA Systems possession, in each case to the extent so requested by Client.

2. **Confidentiality.** During the performance of services and Client's use of the Software under this Agreement it may be necessary for a party to provide the other with certain information considered to be proprietary or confidential by the disclosing party. Each party shall protect the other's confidential information with the same degree of care normally used to protect its own similar confidential information, but in no event less than that degree of care that a prudent businessperson would use to protect such information. For the avoidance of doubt, Client shall not share, show, or display LEFTA Systems software features with other vendors that may have similar software. The obligations of each party to protect confidential information received from the other party shall not apply to Public Records laws within Client's authority and information that is officially known or becomes officially known through no act or failure to act on the part of the recipient. The provisions of Section 4 shall survive the termination of this Agreement for any reason.

3. **Indemnification.** Client shall indemnify, defend and hold harmless LEFTA Systems and its affiliates and their respective officers, directors, managers, equity owners, employees, agents and representatives (collectively, the "**Indemnified Parties**") from and against all losses, damages, liabilities, claims, actions, causes of action, demands, lawsuits, proceedings, inquiries, investigations, judgments, interest, awards, penalties, fines, costs and expenses (including, without limitation, court costs and reasonable attorneys' fees and expenses, at trial and on appeal) incurred or sustained by, or imposed upon, the Indemnified Parties based upon, arising out of, or in connection with the use of the Software by Client, Client's affiliates, or any of their respective officers, directors, managers, employees, agents or representatives.



#### 4. Miscellaneous.

- 4.1. Entire Agreement; Amendment.** This Agreement contains the entire agreement between the parties with respect to the subject matter hereof, supersedes all prior agreements or understandings, whether written or oral, between the parties with respect to the subject matter hereof, and may not be amended, modified, altered, or supplemented except by a written agreement signed by both parties.
- 4.2. Technical Support.** Annual license fee includes unlimited technical support Monday – Friday 8:00 AM – 8:00 PM EST, excluding holidays. This includes a built-in support request function within each software application, a direct email support option and access to a toll-free telephone number to reach support.
- 4.2.1.** All application updates and/or bug fixes are included.
- 4.3. Hosting.** The annual license fee includes Client’s software application hosted on Microsoft Azure Government servers. Client shall be entitled to the amount of data listed on the proposal without additional charge. Additional storage fees shall be billed to and payable by Client.
- 4.4. Implementation and Training.** Client needs to provide LEFTA Systems with the contact information of a primary “Project Manager” who is responsible for managing the project timeline on the Client side. *The overall time allotted to complete the implementation and training is 13-weeks beginning after the initial project kick-off meeting. After kick-off meeting, the client will receive a login to the customization site which must be completed and submitted to LEFTA Systems within four (4) weeks of the kick-off meeting. Once received, LEFTA Systems will configure selected application(s) and train the client within the remaining nine (9) weeks. Client may prioritize applications they wish to implement first; however, this does not change the allowed time of 13-weeks. If client delays or chooses to postpone the completion of individual applications during the initial submission, an additional fee of \$500 per application will be charged to customize them later.*

During the project timeline, it is the Client’s responsibility that LEFTA Systems will have continued access to Client’s project manager for any follow-up questions. Client must ensure they are available within the 12-week timeframe for training, failure to do so may result in additional fees and/or reallocation of resources.

#### Accepted and Agreed By:

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

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

\_\_\_\_\_  
LEFTA Systems Authorized Signature

03/29/2023  
\_\_\_\_\_  
Date

**ALL CONTENT CONTAINED IN THIS PROPOSAL IS STRICTLY CONFIDENTIAL**

**City of Junction City**

**City Commission**

**Agenda Memo**

March 28, 2023

**From:** Ray Ibarra, Public Works Director  
**To:** Allen Dinkel, City Manager and City Commission  
**Subject:** **Reading and Signing of the Arbor Day Proclamation**

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**Objective:** To have the Mayor read and sign the Arbor Day Proclamation

**Explanation of Issue:** Junction City participates in the Tree City USA program every year which is sponsored by the Arbor Day Foundation. One of the requirements to be named a Tree City USA community is have an Arbor Day Proclamation.

**Background:** The City of Junction City continues to participate in the Tree City USA program since its inception in 1976 and has been named a Tree City Community for 47consecutive years. To be able to hold the Tree City USA designation the City must meet four requirements (1) is to hold an Arbor Day Proclamation and Arbor Day Observance; (2) is having a tree ordinance (3) is having a tree board and (4) is spending at least \$2.00 dollars per capita.

**Enclosures:** Proclamation—Arbor Day



## **CITY OF JUNCTION CITY**

### **ARBOR DAY**

### **PROCLAMATION**

**WHEREAS**, in 1872 J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and

**WHEREAS**, this holiday called **Arbor Day**, was first observed with the planting of more than a million trees in Nebraska: and

**WHEREAS**, Arbor Day is now observed throughout the nation and the world; and

**WHEREAS**, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce oxygen and provide habitat for wildlife; and

**WHEREAS**, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires, and countless other wood products; and

**WHEREAS**, trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community; and

**WHEREAS**, trees are a source of joy and spiritual renewal; and

**WHEREAS**, Junction City has been recognized as a Tree City USA for the 46<sup>th</sup> year by the National Arbor Day Foundation and desires to continue its tree-planting ways.

**NOW, THEREFORE**, I, Pat Landes, Mayor of the City of Junction City, Geary County, Kansas, do hereby proclaim April 28, 2023, as the 151<sup>st</sup> Anniversary celebration of

### **ARBOR DAY**

In the City of Junction City, and I urge all citizens to support efforts to care for our trees and woodlands and to support our City's Community Forestry Program, and

**FURTHER**, I urge all citizens to plant trees to gladden the hearts and promote the well-being of present and future generations.

Given under my hand and Seal of the City of Junction City, State of Kansas, and this 4<sup>th</sup> Day of April 2023.

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**Pat Landes**  
**Mayor**

**City of Junction City**  
**City Commission Agenda Memo**  
**March 30, 2023**

**From:** Britain D. Stites, City Attorney

**To:** City Commission

**Subject:** Annexation of Munson – 00000 W K-18 Highway

**Update:** As of March 30, 2023, an original annexation ordinance has not been located. That does not mean it does not exist or was not approved. Upon review of documents at the County Register of Deeds and the County Treasurer, I located documents showing easements, rights-of-way, et cetera for roads, water, sewer, and stormwater cutting through the original Munson annexation. In addition, I located tax statements starting in 2007 show the Munson trusts paid City ad valorem taxes since then.

**Background:** The City Commission previously reviewed potential annexations in January 2021. This property can be annexed unilaterally. Neither party has agreed to a consent annexation. Unilateral annexation means that the City does not need to ask the County to approve of the annexation.

The Commission approved a resolution for a public hearing to be held March 21, 2023 on January 17, 2023. The Commission considered annexation but continued the annexation hearing & ordinance to April 4, 2023 at 7:00 p.m.

**Discussion of Issue:** The Commission needs to weigh the following factors:

- Extent to which any of the land is devoted to agricultural use;
- Area of platted versus unplatted land;
- Physical characteristics of the land which indicate the existence or absence of common interest of the City and the land proposed to be annexed;
- Extent and age of residential development adjacent to and within the proposed annexation;

- Present population and projected population within the next five (5) years;
- Extent of business, commercial, and industrial development in the area;
- Present cost, methods, and adequacy of governmental services and regulatory controls in the area;
- Proposed costs, extent, and necessity of governmental services to be provided on top of the plan to extend such services;
- Tax impact upon the property;
- Extent to which residents are directly or indirectly dependent upon the City for governmental services as well as social, economic, employment, cultural, and recreational opportunities & resources;
- Effect of annexation upon the City, other adjacent areas such as other cities, water districts, et cetera;
- Existing petitions for incorporation;
- Likelihood of significant growth in the area in the next five years;
- Effect of annexation upon utilities currently providing services to the area;
- Economic impact; and,
- Wasteful duplication of services.

Upon review by City Staff, the land outside the City is less than twenty-one (21) acres. The City's boundary surrounds the proposed annexation on all of its sides. The owners utilize the City for nearly all services. In fact, the property is adjacent to other property owned by and resided in by the owner(s). There are no rivers, streams, cliffs, et cetera which indicate an "absence of common interest" between the land and the City. The present and future population appears to be two (2), at most, in the next five years. There is little to no additional cost for the extension of municipal services by the City. At the time, there appears to be no, if any significant, increase to expenses due to the proposed annexation. Given that the City of Junction City nearly surrounds the property, its residents are almost wholly

dependent on the City for governmental services, social outlets, cultural experiences, and recreational opportunities without a drive of over fifteen minutes. The annexation will not affect any adjacent areas. There is little to no effect upon utilities by the annexation. Due to the property not being the City, there is a wasteful duplication of services as the City provides emergency services while the property technically falls under the County's provision of services. The taxes will increase for the property by approximately one-third (approximately \$22.66 up to approximately \$31.31 in using 2022 Geary County tax numbers and mill); however, the taxes will cover the services provided including what is already provided pre-annexation.

The land, per ordinance 400.300, should be zoned "RS" suburban residential district which mirrors the County's zoning of "SR" single residential.

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

1. Approve the ordinance; or,
2. Disapprove of the ordinance.

**Recommendation:** I recommend that the governing body approve the ordinance.

**Possible Motions:**

1. Approve and adopt the proposed ordinance.
2. Disapprove the proposed ordinance.

**City of Junction City**  
**City Commission Agenda Memo**  
**March 30, 2023**

**From:** Britain D. Stites, City Attorney

**To:** City Commission

**Subject:** RHID Policy

**Background:** Junction City Main Street approached the City about creating a Rural Housing Incentive District (RHID) downtown. RHID is an incentive for residences created by state statute. It permits for homeowners within the RHID to recoup or pay for some aspects of renovation through the ad valorem taxes collected due to the increased valuation of property from the renovation or building. Discussion of RHID increased when the State explicitly included second-story apartments or residences over a first-floor commercial store (i.e. downtown businesses with lofts).

**Discussion of Issue:** The City does not need a policy per se; however, this way the City staff can receive and process requests to clean up the consideration by the City Commission. This way the City can clearly convey its expectations of developers and staff has clear expectations from the Commission as well.

The whole RHID process is a complex or heady process. It requires studies and assessments. Then the City can pass a resolution to consider creating a RHID. Then the State gives its consideration and approval to proceed. If the State approves, then the City considers an ordinance, developer's plans, and development agreement. Plus, since this affects ad valorem taxes, the County and USD 475 are afforded the opportunity to veto the RHID creation.

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

1. approved the policy; or,
2. disapprove of the policy.

**Recommendation:** I recommend that the governing body approve.

**Possible Motions:**

1. move to approve
2. move to disapprove



# City of Junction City, Kansas

## Rural Housing Incentive District Policy

Approved by the City Commission on April 4, 2023

### A. POLICY AND PURPOSE STATEMENT

1. It is the policy of the City to consider the establishment of a Rural Housing Incentive District (RHID) in conformance with the requirements outlined in Kansas Statutes. It is the further policy of the City that a RHID shall only be established for projects where the applicant/developer pays for the cost of eligible RHID improvements (at no cost to the City) and agrees to be reimbursed on a pay-as-you-go basis for such costs from the City's receipt of RHID revenues.
2. Priority Housing Types
  - i. Allowable Housing Types – The following owner-occupied housing types shall be allowed to utilize the RHID incentive as provided for in Kansas Statutes:
    1. Single-family detached residential structures;
    2. Single-family attached residential structures;
    3. Townhouses;
    4. Condominiums;
    5. Garden/patio homes; and,
    6. Any residential structure comparable in density to those outlined above and consistent with adopted building and zoning regulations.

The housing types shall be defined by the adopted building and zoning regulations of the City in effect at the time an application for the RHID is received by the City.

- ii. Exceptions – The City shall consider investor-owned multifamily, multistory residential structures, and second or higher floors of a building or other structure for residential use located in a central business district or in a business or commercial district within a qualified census tract pursuant to K.S.A. 12-5249(a)(11) as part of a planned integrated development for a strategic purpose meeting City goals. This may include, but is not limited to, senior living complexes,

targeted income markets, special needs housing, and upper story residential as permitted under the RHID Act.

## B. CRITERIA

1. It shall be the policy of the City to create a RHID, if, in the opinion of the Governing Body, it is in the best interest of the City to do so. The Governing Body shall consider the following factors when creating a RHID:
  - i. Assure taxpayers that the City is not financing an already viable project.
  - ii. Assure taxpayers that the City is not financing an unreasonably high profit margin for developers. Each developer will be required to submit a detail of development costs and net operating income including an Internal Rate of Return to be compared to the market for reasonableness.
  - iii. Assure taxpayers that the development provides the City safeguards committing the developer to complete the project.
2. The Development Plan required by statute for each project must determine that the incremental ad valorem property tax revenues generated by the RHID, together with other funds committed by the Developer, will cover the estimated eligible costs of the project. All Development Plans must assume that the initial estimated incremental property tax revenues will remain flat over the term of the RHID (i.e., no plan may assume increasing incremental property tax revenues will be available to cover project costs).
3. All development requests must utilize drought tolerant landscaping and water efficient fixtures in order to minimize impact on water resources. City staff will provide the necessary guidance.
4. Required information and other requirements for application:
  - i. The names of the business entity and its primary owners/partners seeking City assistance or name(s) of residential owners seeking the same;
  - ii. The location of the development on a map which clearly outlines the parcel(s) to be developed;
  - iii. The number of building lots to be created;
  - iv. The type of housing units or mixture to be included in the development;
  - v. The estimated market cost of housing units to be constructed or remodeled;
  - vi. A third-party analysis including the financial feasibility of the project in retiring the RHID debt and the projected construction

pace of development. All housing types noted under Section 3.a.i & ii shall include a lot absorption schedule as part of the third-party analysis. For developments with a target market price below \$250,000 per home, the minimum lot absorption schedule shall be the completion of fifty percent (50%) in the first three (3) years of the project. For developments with a target market price over \$250,000 per home, the minimum lot absorption schedule shall be the completion of fifty percent (50%) in the first five (5) years of the project.

- vii. A covenant guaranteeing no additional lot splits must be submitted prior to the passage of the ordinance granting RHID status.
- viii. All proposals shall be accompanied by a \$100 non-refundable evaluation fee. If the proposal is approved by the City Commission and a development agreement is executed that involves periodic payments or reimbursements from the City there shall be a 3% administrative fee attached to all transactions.
- ix. All City assistance regarding infrastructure shall utilize the City's public bidding process listed in its Financial Policy. Plans and specs for infrastructure improvements must be consistent with adopted City policies and ordinances.

5. Land/Location

i. Land

- 1. The developer/builder shall be solely responsible for the purchase of the land to be designated as a RHID district. Proposed districts shall be located adjacent or within two hundred (200) feet of an existing city street or paved street for consideration. For land outside of the existing City limits a petition for consent annexation consistent with Kansas statutes shall be made concurrently with the requestion for the establishment of a RHID.
- 2. Reclamation of floodplain zones as designated by federal programs is not allowed as a RHID eligible expense.

ii. Location

- 1. All area included within the incorporated city limits as defined by ordinance are eligible for RHID designation after being approved by the Kansas Department of Commerce ("KDOC").

2. Designation of an area not presently within the corporate boundaries of the City cannot be declared a RHID by the City until annexation is completed. Applicants should set aside an additional three to six (3 – 6) months in their planning timeline to accommodate annexation.
3. In addition, applicants should supply a legal description of the land and a title search showing ownership, possessory interests, and other such interests in the real property considered for a potential RHID.

#### C. METHOD OF FINANCING

The governing body will consider creation of a RHID where eligible costs will be financed on a pay-as-you-go basis from incremental ad valorem tax revenues generated within the RHID. The City will not issue special obligation bonds for RHID improvements.

#### D. PROCESS

The process for the creation of an RHID District shall be as follows:

1. Application and Supplemental Information. An applicant requesting that the City create a RHID must file:
  - i. an Application for Economic Incentives and Supplemental Questionnaire;
  - ii. a Housing Needs Analysis meeting the requirements of K.S.A. 12-5244(a) and the guidelines of the Kansas Department of Commerce, and incorporating the findings contained in the Kansas Statewide Housing Needs Assessment 2021 as it pertains to Junction City and Geary County;
  - iii. a Development Plan meeting the requirements of K.S.A. 12-5245; and,
  - iv. a business plan evidencing that the applicant has the financial ability to complete the proposed project in a timely manner and that the project meets the criteria for establishment of a RHID, as set forth in this Policy.

The applicant shall furnish such additional information as requested by the City to clarify the application or to assist staff or the Governing Body with the evaluation of the application.

2. Application Fee and Deposit. The application fee and deposit as well as any costs and expenses required to be paid by the applicant pursuant to Section 6 of the Economic Development Policy are not reimbursable pursuant to the Rural Housing Incentive District Act. The applicant will pay all out of pocket costs incurred by the City related to the City's review of the application, all documents related to consideration of a

Rural Housing Incentive District Policy for Junction City, Kansas

Adopted April 4, 2023

Page 4 of 7

RHID and the development agreement, including but not limited to the City's cost of legal counsel and financial advisors necessary to evaluate and create the proposed RHID.

3. **Timing of Submissions.** The application and other information required by this Policy must be submitted in sufficient time for staff to follow established procedures for publication of notice, to review the submitted documents and analyze the merits of the proposed RHID in the context of existing Economic Development Policy.
4. **Secretary of Commerce Approval.** If the Governing Body determines that it is in the best interest of the City to approve the Housing Needs Analysis and move forward with the proposed Development Plan, the Governing Body shall adopt a resolution approving the Housing Needs Analysis and submit such analysis to the Kansas Secretary of Commerce for approval. If the Secretary of Commerce agrees within the findings of the Governing Body set forth in such resolution, the Governing Body may proceed with the establishment of an RHID.
5. **Development Agreement.** Upon receipt of approval from the Secretary of Commerce, but before the Governing Body takes further action with respect to the creation of the RHID, the City and the Developer shall negotiate a development/performance agreement to implement the proposed Development Plan and including the requirements of this Policy, including particularly the requirements of Section 14 of this Policy related to Performance Agreements. Development Agreements shall be negotiated, but require the following non-exhaustive terms:
  - i. Projected target prices for the residential units to be constructed;
  - ii. Phasing of development in terms of the number of units to be completed each year and a projected holdout year;
  - iii. A claw-back provision related to any City assistance, if provided, based on agreed upon goals regarding unit completions that are not met. Claw-back provisions are negotiated on a project-by-project basis.
  - iv. The City reserves the right to decline the establishment of a district if the target pricing does not meet a recognized need in the community as identified and adopted by the City Commission;
  - v. The financing method shall be clearly defined in accordance with approved City alternatives outlined in Section (e) Financial Alternatives;

- vi. If RHID bonds, as authorized by Kansas Statutes, are to be utilized, the applicant shall work with a bond attorney selected by the City for the issuance of said bonds;
  - vii. A development guaranty of twenty-five percent (25%) of the total public infrastructure costs shall be required of the applicant before the City proceeds to issue public financing under the 6A special assessment/RHID alternative. This amount shall be refunded to the developer once thirty-five percent (35%) of the lots contain a completed residential structure and a Certificate of Occupancy is issued by the City Building and Codes;
  - viii. The City shall require three (3) years of special assessment obligations to be accumulated before reimbursing a developer and/or builder for eligible expenses incurred under the 12-6A01 *et sequential* special assessment alternative/RHID alternative. The City prefers pay-as-you-go financing in contrast to special assessment or bond-based financing.
  - ix. Special assessment utilizing the 6A/RHID alternative shall be calculated and assigned to each lot in an approved subdivision or district. It shall be the developer's responsibility to inform the buyer of a lot of this assessment and the method that will be administered.
6. Public Hearing. When the Development Plan, a draft Development Agreement, and all additional information required by the RHID Act and this Policy are ready to be presented to the Governing Body the Governing Body will consider adopting a resolution ordering a public hearing on creation of the RHID and adoption of the plan. The Governing Body shall give such notice and hold such hearing in the manner required by the RHID Act.
7. Governing Body Findings. After the public hearing is conducted, if advisable, the Governing body may create an RHID district by adopting an ordinance creating the district, adopting the Development Plan, and approving the Development Agreement. The City Commission may impose any terms or conditions as deemed necessary to fulfill the purpose and intent of this policy.
8. Inaccuracies or Misstatements by Applicant. Any inaccuracy, misstatement, or error in fact by the applicant or advocate during any part of the application, review, approval process, or public hearing may render a project proposal null and void and may cause a repeal of any development assistance provided through any housing incentive granted by the City in reliance of such information.

**E. PAYMENT OF CERTAIN COSTS**

The City shall require the applicant to enter into a funding agreement or other evidence of the applicant's agreement to pay costs incurred by the City for additional legal, financial and/or planning consultants, or for direct out-of-pocket expenses and other costs relating from services rendered to the City to review, evaluate, process and consider the request for RHID. Such costs and expenses are the applicant's sole responsibility, and are not generally reimbursable pursuant to the RHID Act.

**F. AUTHORITY OF THE GOVERNING BODY**

The Governing Body reserves the right to vary from any policy when it considers such action to be of exceptional benefit to the City or extraordinary circumstances prevail that is in the best interests of the City. Additionally, the Governing Body, by its inherent authority, reserves the right to reject any proposal or request for the creation of an RHID at any time in the review process when it considers such action to be in the best interest of the City or whenever, in the opinion of the City Commission sufficient properties are already available for the type of development being considered.

**G. REVIEW**

The RHID policy will be in place as long as there is a need for housing. The Housing Needs Assessment will be updated every three years.

**CITY OF JUNCTION CITY, KANSAS**

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Pat Landes  
Mayor

ATTEST:

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Tammy Melton, City Clerk

# City of Junction City

## City Commission

### Agenda Memo

April 4, 2023

**From:** Joshua Gray, Interim Parks & Recreation Director  
**To:** Allen Dinkel, City Manager and City Commissioners  
**Subject:** **Award of Bid – 2023 Contractual Mowing for Parks**

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**Objective:** The consideration and approval to award bid of the Contractual Mowing Contract for Parks to Munie Greencare Professionals in the amount of \$5,806.00 per cycle.

**Explanation of Issue:** The City has requested bids for the mowing of the City Parks Properties. Advertisements for bids were published in The Daily Union on March 14, 2023, and the request for bids was posted on the City website. A mandatory pre-bid meeting was held on March 21, 2023. Sealed bids were accepted until March 27, 2023. The City received three (3) bids. Witt's Mowing and Tree Service was the lowest bidder; however Witt's withdrew their bid after the Bid Opening. Munie Greencare Professionals was the next lowest bidder.

| <u>Mowing Contractor</u>        | <u>Bid Amount</u> |
|---------------------------------|-------------------|
| Munie Greencare Professionals   | \$5,806.00        |
| Terry's Mowing N-Them Some      | \$8,567.00        |
| Witt's Mowing and Tree Services | \$3,730.65        |

City Staff is recommending to award bid to Munie Greencare Professionals as the low bidder. References have been checked and their equipment and manpower listed is satisfactory to fulfill the requirements of the contract.

**Budget Impact:** This will be paid for out of the 2023 Parks and Recreation budget.

**Alternatives:**

1. Approve
2. Disapprove
3. Table

**Recommendation:** City Staff recommends to award bid of the Contractual Mowing Contract for Parks to Munie Greencare Professionals in the amount of \$5,806.00 per cycle.

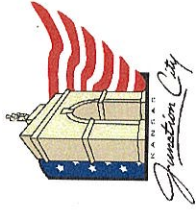
**Enclosures:** Bid Tabulation, Copy of Bids



# City of Junction City

City Clerk's Office

March 27, 2023



Parks & Recreation Department

Closing Time: 10:00 am

## Contract City Parks Mowing

| No. | Direct Solicited | Bidder                          | Local Vendor      | Bid Bond | Performance Bond | Addendum | Signed Bid | Bid Amount (One Unit) | Bid Rank |
|-----|------------------|---------------------------------|-------------------|----------|------------------|----------|------------|-----------------------|----------|
| 1.  |                  | Munie Greencare Professionals   | Caseyville, IL    |          |                  |          |            | \$5,806.00            |          |
| 2.  |                  | Terry's Mowing -N-Then Some     | Junction City, KS |          |                  |          |            | \$8,567.00            |          |
| 3.  |                  | Witt's Mowing and Tree Services | Junction City, KS |          |                  |          |            | \$3,730.65            |          |
| 4.  |                  |                                 |                   |          |                  |          |            |                       |          |
| 5.  |                  |                                 |                   |          |                  |          |            |                       |          |
| 6.  |                  |                                 |                   |          |                  |          |            |                       |          |
| 7.  |                  |                                 |                   |          |                  |          |            |                       |          |
| 8.  |                  |                                 |                   |          |                  |          |            |                       |          |
| 9.  |                  |                                 |                   |          |                  |          |            |                       |          |
| 10. |                  |                                 |                   |          |                  |          |            |                       |          |

## Junction City

**City Of Junction City Contractual Mowing Pre-Bid Meeting Sign-In**

**City of Junction City, Kansas**



**NOTICE INVITING PROPOSALS FOR CONTRACT MOWING-  
CITY PARKS**

**BID NO. – PR 23-001**

Date Issued:  
**March 14, 2023**

Response Deadline:  
**March 27, 2023 at 10:00 A.M. CDT**

## **Bid Objectives**

This Request for Proposal (“RFP”) addresses the City of Junction City’s desire to contract City Parks and FEMA land Mowing throughout Junction City, KS for 2023 with an option for 2024 if exercised no later than December 31, 2023 by the City of Junction City. A **mandatory pre-bid meeting** and will be held on Tuesday, March 21, 2023 at 10:00am at the Building and Codes office, located at the Municipal Building at 700 N. Jefferson, Junction City, Kansas.

### **Bids must meet the following objectives:**

Bid entire areas under City Parks and FEMA land to include mowing, trimming/edging as scheduled per mowing frequency as specified in attached spreadsheet. Mowing can begin April 17, 2023 and shall end October 20, 2023.

## **TECHNICAL SPECIFICATIONS**

### **SECTION A - MOWING AND TRIMMING**

#### **1. SCOPE OF CONTRACT**

a. The services to be furnished under this contract shall consist of furnishing all equipment and labor necessary for mowing and trimming of City Parks and FEMA land, as required, pursuant to an agreement with the City of Junction City. The Contractor shall commence mowing each work week after receipt of the written mowing order and shall complete the work within the period of time specified. Areas to be serviced, types of services; estimated acreage and minimum number of mowings, are shown in Tables I. Exact limits of mowing (and trimmings) shall be as directed by the Parks and Recreation Director or the designated representative for the project.

b. The frequency of mowings per location is listed on the Bid Form of the mowing contract for purposes of helping the Contractor estimate the number of man-hours and equipment to be expended on this contract. The City

reserves the right to order any single bid unit individually, or any combination of bid units per order, up to and including all bid items be mowed on a more frequent or less frequent schedule than shown herein. One work day shall be deemed to mean nine (9) man-hours for the purposes of this specification.

c. All mowing, trimming, and edging shall be completed in an area prior to moving to another area. Work will not be permitted on Saturdays, Sundays, or holidays unless this restriction is specifically waived in writing by the Parks and Recreation Director or their designated representative.

d. Work will not begin prior to 7:00 A.M., nor start a new parcel after 5:00 P.M.

e. Tractor mowers or riding mowers shall mow to within, but not closer than, twenty-four (24) inches plus/minus six (6) inches to the trunk of any tree, bush, or shrub, nor closer than twelve (12) inches plus/minus six inches to any inanimate objects such as walls, posts, signs, park equipment, or other such objects. Mowing will not be permitted when the ground is so wet that the mowing operations cause rutting or otherwise disturb existing turf. Tractors shall be operated in such a manner as to protect the sod from being torn by the tractor wheels on turns.

## **2. TRIMMING**

a. All trimming shall be accomplished both simultaneously, or immediately following mowing, and in all instances shall be completed prior to leaving the site. Power hand mowers, trimmers, etc., will be utilized to complete the mowing and trimming around trees, bushes, shrubs, building and other objects. EXCEPT that power hand mowers will mow no closer than two (2) inches to the trunk of any tree, bush, or shrub. Other objects will not be bumped or scraped by mowers. Trimming will NOT be required closer than two (2) inches around the trunks of tree, bushes, or shrubs; however, trimming around building and inanimate objects will be accomplished to the last blade of grass. Tables and other movable objects shall be moved and the area around and under such objects shall be mowed and/or trimmed. Following trimming, such objects shall be returned to their original positions.

## **3. EQUIPMENT**

a. Mowers shall be tractor mounted rotary or flail type, equipped with adjustable side-mounted skids, and capable of producing a smooth even cut, with a cutting height adjustable from 2 to 12 inches. Blades will be sharpened and/or replaced often enough to assure smooth grass cut. All mowers shall be equipped and maintained with safety chains, discharge deflection devices, and/or other approved safety devices to prevent accidental damage or injury from objects thrown by mowers. Tractors shall be equipped with an approved roll-over protection system. Trimming equipment shall consist of power and hand mower, "weed-eater" or other type power trimmers, weed whips, and other equipment and tools as may be appropriate for the task. All mowing and trimming equipment shall be of sufficient size and number to accomplish the work required in the time allowed.

NOTE: EQUIPMENT BREAKDOWN SHALL NOT RELIEVE THE CONTRACTOR OF THE RESPONSIBILITY OF PERFORMING THE WORK AS SPECIFIED. It shall be the responsibility of the Contractor to assure that he has, or can obtain on short notice, sufficient backup equipment to continue the contract as specified, without interruption in the event of mechanical failure.

b. Specialized equipment may be required to accomplish the required mowing in some areas. Areas to be serviced under this contract consist of mowing up to 1 on 2 slope, for which equipment having a low center of gravity and good stability may be required.

#### **4. WORKMANSHIP**

a. The services required by this contract shall be performed in a strictly first-class manner. The Contractor shall designate in writing, a responsible member of each work crew who shall serve as a contact for matters involving quality, performance or non-performance of the required work assigned to that crew. The employee(s) designated in accordance with the above requirement shall be qualified and fully competent with full authority to act for, and on behalf of the Contractor as necessary to ensure that the work as described herein is performed in accordance with specifications. The Contractor shall furnish the above written designation to the Parks and Recreation Director no later than the first day of the contract. The designations shall include the name(s), address (es) and telephone number(s) of the individual(s) that he intends to assign to this work. The Parks and Recreation Director reserves the right to disapprove any individual whom he

considers to be incompetent to perform the work required. Such disapproval will be given to the Contractor by written notice.

b. All mowing of areas designated as weekly mowings will be cut to a length not to exceed three (3) inches. All mowing of areas designated as bi-weekly mowings will be cut to a length not to exceed two (2) inches. All mowings designated as monthly mowings will be cut to a length not to exceed two (2) inches.

c. All mowers shall be mulching mowers unless other equipment is approved by the Parks and Recreation Director.

d. After mowing, all areas bordering concrete (walks, driveways, curbs, etc.) shall be edged with a blade edger designed specifically for this purpose. Edging shall be performed in all areas upon completion of the first mowing and every other mowing thereafter. Properties to be edged are designated by an \* in the property list. Mowed clippings shall be removed from the street areas through either blowers or swept.

f After mowing, areas serviced under this contract shall present a neat, well cared for, evenly mowed appearance, free from unmowed strips or scalping. All pavements shall be blown clear of all grass clippings. The Contractor shall include sweeping, picking up trash, and removing grass growing in curbing, sidewalk cracks, and gutter pans. The Contractor is also responsible for a neatly trimmed appearance as part of the first-class workmanship in the public areas.

f. Mowing shall be accomplished so that grass clippings are distributed evenly and not left in clumps or windrows.

g. All mowing, trimming, and edging shall be completed in any one area, prior to moving to another area. All trimming shall be accomplished either simultaneously or immediately following mowing.

## **5. CONTRACTOR PERSONNEL**

All contractor personnel shall be fully clothed at all times while performing the services of this contract. "Fully clothed" shall be deemed to mean that a shirt (or T-shirt), trousers, and shoes shall be worn at all times. Reflective vests must be worn while working on state (KDOT) rights-of-way. Highly

visible "Reflective Yellow" shirts or vests shall be worn when working within City rights-of-way.

## **6. DAMAGE TO PUBLIC PROPERTY**

a. Extreme care shall be exercised when mowing around trees, bushes, and other objects; to insure that mowing equipment does not come in contact with that object. All costs of repair or replacement will be borne by Contractor. The City of Junction City will make all repairs and bill Contractor. Scalping or tearing up of turf areas will be charged to Contractor at a cost not to exceed \$25.00 per scalp. Any tree damage new or old tree will be charged back to Contractor to make repairs or replace said tree. All trees will be inspected before start of mowing season to identify any problems and to insure compliance with these specifications.

b. Any visible damage to property must be reported to Contact Person before mowing commences. Failure to do so could render the Contractor liable for any damages incurred.

## **7. SAFETY AND HEALTH REQUIREMENTS**

a. In order to provide safety controls for protection to the life and health of employees and other persons; for prevention of damage to property, materials, supplies, and equipment; and for avoidance of work interruptions in the performance of this contract, the Contractor shall comply with all pertinent State, Local, and Federal Regulations in force and will take or cause to be taken such additional measures as the Parks and Recreation Director may determine to be reasonable and necessary for the purpose.

b. The Contractor's tractors and other slow-moving equipment shall be equipped with the slow moving vehicle sign, and international orange flag at least 18 inches square attached to a spring-mounted staff at least 18 inches above the top of the vehicle, but in no case less than 9 feet above ground level.

c. The Contractor will take such measures as necessary to protect the public and private property from foreign material thrown from rotary mowers and other rotating equipment while operating in public use areas and on public roadways.



d. Any injury, property damage, act of vandalism or equipment malfunction will be immediately reported to the Parks and Recreation Director.

## **8. INSURANCE**

The Contractor must maintain liability insurance in the amount of \$100,000 Combined Single Limit Liability, or an amount otherwise approved by the City.

## **9. NOTICE TO PROCEED**

The Contractor shall meet with the Parks and Recreation Director or their designee assigned to the given area prior to initiating any work on a property designated for mowing. The Parks and Recreation Director or their designee will identify the area to be mowed and will check the work at completion. No payment for mowing will be made without approval by the Parks and Recreation Director or their designee that the area has been according to his/her direction.

## **10. ADDITIONS AND DELETIONS**

The City will have the option to add or delete properties on the property list.

**TECHNICAL SPECIFICATIONS**  
**SECTION B - CONTRACT ADMINISTRATION**

**1. PAYMENT**

a. Payment will be made by the City Treasurer within 30 days after receipt and verification of proper invoices and receiving the signed daily reports. Invoices should be submitted to the Parks and Recreation Department, 2307 N. Jackson, Junction City, KS 66441

Failure on the part of the Contractor to perform the work as specified will result in withholding of payment for the portion(s) of work not accomplished. Failure on the part of the Contractor which necessitates performance of any specified service by City forces will result in the additional withholding of the following amounts from any payment due the Contractor.

|                                      |                      |         |
|--------------------------------------|----------------------|---------|
| Mowing with one tractor and operator | First Hour           | \$75.00 |
|                                      | Each Additional Hour | \$40.00 |
| Perform trimming (per 2-person crew) | First Hour           | \$75.00 |
|                                      | Each Additional Hour | \$40.00 |

The above rates represent an estimate of the actual City cost to mobilize a work force and equipment, travel to the site, and perform the work on a one-time intermittent basis.

b. In addition to the above remedies for non-performance the City may, without prejudice to any right or remedy, terminate the employment of Contractor and complete the Contract by whatever methods it may deem expedient. In such case, the Contractor shall be liable to the City for all excess cost sustained by the City because of such completion including any additional legal or bid-letting costs therefore. In such case, the Contractor shall not be entitled to receive further payment.

**2. DISPUTES**

The Contractor shall direct all questions, directly to the Parks and Recreation Director or their designee. Discrepancies or complaints must be submitted, in writing, to the Parks and Recreation Director, or their designee whose responsibility it is to resolve such issues. The Parks and Recreation Director or their designee will issue a response within 24 hours. If discrepancy or complaint is not resolved to Contractor's satisfaction, Contractor must submit

to the Parks and Recreation Director, in writing, details of the discrepancy or complaint still unresolved. The Parks and Recreation Director will be the final arbitrator of the matter in question.

## **TECHNICAL SPECIFICATIONS SECTION C - CONTRACTOR PERFORMANCE**

### **1. DEFICIENT PERFORMANCE**

With regard to the services required herein, if it becomes apparent to the City during the Contractor's performance under the contract that the required mowing, trimming, and edging services may not be completed in the listed City Public Property Areas within the time frame required by the Technical Specifications and references herein, the City Inspector may require the Contractor to provide additional labor and equipment at no additional cost to the City. Such direction will be issued to insure that the mowing and/or trimming services will be completed in each area as specified in the Technical Specifications and the references herein.

### **2. PERIOD OF CONTRACT**

The contract for Public Property (Part I and II) shall become effective (start) on April 17, 2023 and shall continue in full force and effect until (including) October 20, 2023.

### **3. COORDINATION**

a. This contract includes a copy of the inspection approval form to be completed by the contact person and the CONTRACTOR to avoid conflicts regarding whether or not an area of "regular" mowing has actually been mowed, THE CONTRACTOR and the assigned Parks and Recreation Director or their designee shall both complete the form included as part of this contract.

This form shall be completed on the day the work was accomplished and shall be initialed by the CONTRACTOR, or their representative, and by the Inspector where indicated prior to leaving the mowing site.

#### 4. PENALTIES

The Contractor shall be assessed a penalty for using Brush Hogs in unauthorized area. First violation the Contractor shall be notified by the Parks and Recreation Director or their designee and charged a fee not to exceed \$100.00. This will be paid in the form of a deduction from the contract for damaged property. Second and subsequent violations shall be assessed a fee not to exceed \$250.00 upon written notice to the contractor to be collected as stated above.

### TECHNICAL SPECIFICATIONS SECTION D - SPECIAL PROVISIONS

#### 1. SUBCONTRACTS

- a. As used in this contract, the term "subcontractor" included but is not limited to purchase order, changes, and/or modifications thereto.
- b. The Contractor shall notify the Parks and Recreation Director or their designee reasonably in advance of entering into any subcontract if the Contractor's procurement system has not been approved by the Parks and Recreation Director or their designee and if the Subcontract:
  - i) Intends to hire a subcontractor and/or acquire additional equipment to insure compliance with the intent of this contract.
  - ii) Is to be a cost-reimbursement, time and materials, or labor-hour contract which it is estimated will involve an amount in excess of ten thousand dollars (\$10,000) including any fee:
  - iii) Is proposed to exceed one thousand dollars (\$1,000); or
  - iv) Is one of a number of subcontracts, under this contract, with a single subcontractor for the same or related supplies or services which, in the aggregate are expected to exceed one thousand dollars (\$1,000).
- c. The Contractor shall not enter into any subcontract for which advance notification to the Parks and Recreation Director or their designee is required by this clause, without the prior written consent of the Parks and Recreation Director; PROVIDED that the Parks and Recreation Director or their designee in their discretion, may ratify in writing any subcontract. Such ratification shall constitute the consent of the Parks and Recreation Director or their designee required by this paragraph.

d. Neither consent by the Parks and Recreation Director or their designee to any subcontract or to any provisions thereof nor approval of the Contractor's procurement system shall be construed to be a determination: (i) of the acceptability of any subcontract terms or condition, (ii) of the acceptability of any subcontract price of any amount paid under any subcontract, or (iii) to relieve the Contractor of any responsibility for performing this contract; unless such approval or consent specifically provides otherwise.

e. The Contractor agrees that no subcontract placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis.

## **2. ACCIDENT PREVENTION**

a. In order to provide safety control for protection to the life and health of employees and other persons; for prevention of damage to property, materials, supplies, and equipment; and for avoidance of work interruptions in the performance of this contract, the Contractor shall comply with all manufacturers safety provisions for equipment, and will also take or cause to be taken such additional measures as the Parks and Recreation Director may determine to be reasonably necessary for the purpose.

b. The Parks and Recreation Director or their designee will notify the Contractor of any noncompliance with the foregoing provisions and the action to be taken. The Contractor shall, after receipt of such notice, immediately take corrective action. Such notice, when delivered to the Contractor or their representative at the site of the work, shall be deemed sufficient for the purpose. If the Contractor fails or refuses to comply properly, the Parks and Recreation Director may issue an order stopping all or part of the work until satisfactory corrective action has been taken. Not part of the time lost due to any such stop orders shall be made the subject of claim for extension of time or for excess cost or damages by the Contractor.

## **3. INSURANCE**

a. The Contractor shall secure and maintain insurance throughout the duration of this contract of such types and in such amounts as may be necessary to protect themselves and the interest of the Owner against all hazards or risks of loss and hereinafter specified. The form and limits of such insurance, together with the underwriter thereof in each case, shall be approved by the Owner but regardless of such approval it shall be the responsibility of the Contractor to maintain adequate insurance coverage at

all times. Failure of the Contractor to maintain adequate coverage shall not relieve him of any contractual responsibility or obligation.

b. Workmen Compensation and Employer's Liability. This insurance shall protect the Contractor against all claims under applicable state workmen compensation laws. The Contractor shall also be protected against claims for injury, disease, or death of employees which, for any reason, may not fall within the provisions of a workmen compensation law. This policy shall include an "all states" endorsement.

The liability limits shall not be less than the following:

|                      |           |
|----------------------|-----------|
| Workmen Compensation | Statutory |
| Employer's Liability | \$100,000 |

In case any class of employees engaged in hazardous work under this contract at the site of the project is not protected under Workmen Compensation statute, the Contractor shall provide, and shall cause each subcontractor to provide adequate and suitable insurance for the protection of their employees not otherwise protected.

c. Comprehensive Automobile Liability. This insurance shall be written in comprehensive form and shall protect the Contractor against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicles licensed for highway use, whether they are owned, non-owned, or hired.

The liability limits shall not be less than the following:

|                 |                                 |
|-----------------|---------------------------------|
| Bodily Injury   | \$500,000 combined single limit |
| Property Damage | \$100,000 each occurrence       |

d. Comprehensive General Liability. This insurance shall be written in comprehensive form and shall protect the Contractor against any claims arising from injuries to members of the public or damage to property of others arising out of any act or omission of the Contractor or their agents, employees, or subcontractors, with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. All property damaged shall be repaired or replaced to a condition immediately prior to the time of damage, and to the satisfaction of the City. All loss or damage arising out of the nature of the work to be done, or from the action of the elements, or from floods or overflows, or from ground water, or from unusual obstruction or

difficulties or any other natural or existing circumstances either known or unforeseen, which may be encountered in the prosecution of the said work shall be sustained and borne by the Contractor at its own cost and expense. The City shall be a named insured on such policies. Satisfactory certificates of insurance shall be filed with the City prior to starting any construction work on this Contract. The certificates shall state that written notice will be given to the City before any policy coverage thereby is changed or canceled.

### **Queries and Primary Contact Person**

All inquiries about this RFP must be made in written form, via U.S. Postal Service, or email, to the primary point of contact for response by Tuesday March 23, 2023 at 5:00 p.m.

Name: Joshua Gray, Interim Director of Parks & Recreation  
Address: 2307 N Jackson Street  
Junction City, KS 66441  
Email: joshua.gray@jcks.com  
Phone: 785-210-4006

Responses to questions or comments provided by any other person, employee, or City office concerning the RFP will not be valid and will not bind the City of Junction City. All inquiries for information and responses will be available for review by all respondents.

### **Term of Contract**

RFP must be submitted which includes a fixed price for the requested service(s).

Contract shall start April 17, 2023, ending October 20, 2023. Option for 2024 to be exercised no later than December 31, 2023.

Vendor shall at all times during the term of the agreement carry, maintain, and keep in full force and effect, a policy or policies of Workmen Compensation Insurance meeting established statutory requirements.

## Proposal Schedule

|    | Date           | Action                                                                                   |
|----|----------------|------------------------------------------------------------------------------------------|
| 1. | March 14, 2023 | RFP released.                                                                            |
| 2. | March 27, 2023 | Sealed Bids Due by 10:00 A.M. CDT<br>Public Bid Opening 10:00 A.M                        |
| 3. | April 4, 2023  | Bid Decided and Potentially Awarded by City<br>Commission (If required by fiscal policy) |

## Deadline for Proposals

A sealed bid must be received by the City of Junction City Kansas, at the City Clerk's Office 700 N Jefferson Junction City, KS 66441, not later than 10:00 A.M. CDT on March 23, 2023.

The sealed bid package should be clearly marked as follows:

PROPOSAL FOR: CONTRACT MOWING- PUBLIC AREAS

BID NO. – PR 23-001

ATTENTION: Tammy Melton, City Clerk

*-PARKS*

Proposals and all conditions therein shall remain effective for at least sixty (60) days from proposal submission date. A complete response to the RFP shall contain two (2) original copies.



## **Proposal Correction or Withdrawal of Proposal Prior to Opening**

Any proposal may be withdrawn or modified by written request of the bidder provided such request is received by the City of Junction City by the deadline and at the address given above and the RFP has not been opened and read aloud. Modifications received after the due date and time will not be allowed. Modifications or corrections of proposals may be made by means of facsimile or other written communications, provided such modifications or corrections are received by the City prior to the closing time set for receiving proposals. Each correction to proposals must be clearly marked and initialed by the bidder.

The City of Junction City or its representatives reserve the right at any time to request clarification from any or all individuals or entities submitting a proposal.

## **Proposal Deposition**

All materials submitted in response to this RFP will become property of the City of Junction City and will become public record after the proposals are opened and read. The City will not be responsible or liable in any way for any losses that the bidder may suffer from the disclosure of information or materials to third parties.

## **Non-Standard Forms**

Proposals which are not submitted on the forms provided by the City of Junction City or do not adequately address the provisions of this RFP document will be rejected. A proposal in which omissions occur or which has been conditioned by the bidder in a manner that is unacceptable to the City of Junction City will be rejected. Corrections may be made until the proposal opening date, 27 March, 2023 at 10:00 A.M. CDT. No corrections may be made after proposal opening.

## **Acceptance or Rejection of Proposals**

The City of Junction City reserves the following rights and options:

- To accept the proposal that is the lowest and/or the best proposal for the City of Junction City.
- To reject any and all non-responsive proposals.
- To reject any incomplete proposals.

- To reject all proposals without cause.
- To issue subsequent requests for new proposals.
- To discontinue its negotiations after commencing negotiations with a finalist, if progress is unsatisfactory, and commence discussions with another bidder.
- To exercise local vendor preference as outlined in Junction City Fiscal Policy dated December 7, 2021.

### **Bidder's Responsibility for Costs**

The City of Junction City will not reimburse any Bidder for any costs involved in the preparation and submission of its proposal, or in contract negotiations. Bidders are responsible for all costs associated with preparing and submitting the RFP.

### **Vendor Viability**

List three of your current comparable customers. Please indicate a) number of years as a customer; and, b) contact names and numbers.

**The following documents must be attached with your bid and made a part of this proposal. Failure to do so will result in an incomplete response:**

1. Entire request for proposal with all requested information.
2. Two (2) original copies of the completed bid sheet.

# CITY PARKS AND FEMA LAND

| MAP ITEM & MOWING FREQUENCY |    | LOCATIONS OF MOWING                                                        | UNIT PRICE PER MOWING | REMARKS |
|-----------------------------|----|----------------------------------------------------------------------------|-----------------------|---------|
| 1                           | WK | North Park *                                                               | 448.00                |         |
| 2                           | WK | Bramlage Park w/ Frontage Road/Easements *                                 | 395.00                |         |
| 3                           | WK | Hammond Family Park *                                                      | 212.00                |         |
| 4                           | WK | Buffalo Soldier Park *                                                     | 144.00                |         |
| 5                           | WK | Montgomery Plaza *                                                         | 79.00                 |         |
| 6                           | WK | FEMA Land *                                                                | 562.00                |         |
| 7                           | WK | Heritage Park *                                                            | 171.00                |         |
| 8                           | WK | Heritage Grass Collection memorial area                                    | 50.00                 |         |
| 9                           | WK | Coronado Park *                                                            | 198.00                |         |
| 10                          | WK | South Park *                                                               | 876.00                |         |
| 11                          | WK | Homers Pond *                                                              | 152.00                |         |
| 12                          | WK | Playground Park *                                                          | 439.00                |         |
| 13                          | WK | Seritoma Park w/ Area South of 6 <sup>th</sup> Street and Underpass Area * | 249.00                |         |
| 14                          | WK | Martin Luther King, Jr. Park *                                             | 56.00                 |         |
| 15                          | WK | Rathert Stadium Area *                                                     | 246.00                |         |
| 16                          | WK | Wetlands Park *                                                            | 201.00                |         |
| 17                          | BW | Riverwalk Trail                                                            | 761.00                |         |
| 18                          | WK | The Bluffs Park Area *                                                     | 143.00                |         |
| 19                          | WK | Police Department w/ Warehouse Area *                                      | 51.00                 |         |
| 20                          | WK | Police Department Grass Collection (S & E of 210 E 9 <sup>th</sup> )       | 50.00                 |         |
| 21                          | WK | Spin City/Miniature Golf *                                                 | 26.00                 |         |
| 22                          | WK | Riverwalk Landing                                                          | 193.00                |         |
| 23                          | WK | Bartell Hotel Parking Area *                                               | 27.00                 |         |
| 24                          | WK | Filby Park *                                                               | 120.00                |         |
| 25                          | WK | I-70 Roundabout *                                                          | 27.00                 |         |
| 26                          | WK | East Chestnut Roundabout & R/W Areas *                                     | 320.00                |         |
| 27                          | WK | 700 N Jefferson (South Half) *                                             | 53.00                 |         |
| 28                          | WK | 701 N Jefferson *                                                          | 30.00                 |         |
| 29                          | WK | Countryside Court Island *                                                 | 27.00                 |         |

## Total Unit Bid

(5,806.00) five thousand eight hundred six and 00 Cents

BW = BI-WEEKLY

MO = MONTHLY

WK = WEEKLY

\* = EDGING REQUIRED

### Bid Sheet

Company Name Munie Greencare Professionals

Address 1000 Milburn School Rd

Caseyville IL 62232

Phone Number 618-781-0139

Principal: Joseph Munie

Title: President

Total Bid Amount \$ 5,806.00

Attachments for bid: Reference List, Certifications, Warranty, Specialized Equipment, anticipated date of project completion proposed sketch and plans

## Junction City - Parks - 2023

Start: April 17, 2023

### National Account Manager

Contact: Clare Munie

Email: [claremunie@muniegreencare.com](mailto:claremunie@muniegreencare.com)

1000 Milburn School Road

Caseyville, Illinois 62232

[www.muniegreencare.com](http://www.muniegreencare.com)

### Our References

International Hotel Group - Beth Lohman - [Beth.Lohman@ihg.com](mailto:Beth.Lohman@ihg.com) - 10 Years +

Word Wide Technology Raceway - Scott Winter - 4 Years - 217 -766 -9636

Commercial Property Management (CPM) - Kristi Pulcher - 618-420-6899 ext. 437

### Equipment

4 - 72" Zero Turn Mowers

1 - 61" Stand Up

2 - 36" Stand Up

2 - 96" Zero Turn Mower

5 - String Trimmers

3 - Edgers

5 - Leaf Blowers

1 - Tractor with 12' Pull Behind, 16' Pull Behind

2 - Crew Trucks with Trailers

1 - Manager Truck



**GREENCARE PROFESSIONALS**

Munie Outdoor Services, Inc dba Munie Greencare Professionals • 1000 Milburn School Road • Caseyville, IL 62232

618-624-5005 • [rhahn@muniegreencare.com](mailto:rhahn@muniegreencare.com)

[www.muniegreencare.com](http://www.muniegreencare.com)

**City of Junction City, Kansas**



**NOTICE INVITING PROPOSALS FOR CONTRACT MOWING-  
CITY PARKS**

**BID NO. – PR 23-001~~1~~<sup>2</sup>**

**Date Issued:  
March 14, 2023**

Response Deadline:  
**March 27, 2023 at 10:00 A.M. CDT**

## **Bid Objectives**

This Request for Proposal (“RFP”) addresses the City of Junction City’s desire to contract City Parks and FEMA land Mowing throughout Junction City, KS for 2023 with an option for 2024 if exercised no later than December 31, 2023 by the City of Junction City. A **mandatory pre-bid meeting** and will be held on Tuesday, March 21, 2023 at 10:00am at the Building and Codes office, located at the Municipal Building at 700 N. Jefferson, Junction City, Kansas.

## **Bids must meet the following objectives:**

Bid entire areas under City Parks and FEMA land to include mowing, trimming/edging as scheduled per mowing frequency as specified in attached spreadsheet. Mowing can begin April 17, 2023 and shall end October 20, 2023.

## **TECHNICAL SPECIFICATIONS SECTION A - MOWING AND TRIMMING**

### **1. SCOPE OF CONTRACT**

- a. The services to be furnished under this contract shall consist of furnishing all equipment and labor necessary for mowing and trimming of City Parks and FEMA land, as required, pursuant to an agreement with the City of Junction City. The Contractor shall commence mowing each work week after receipt of the written mowing order and shall complete the work within the period of time specified. Areas to be serviced, types of services; estimated acreage and minimum number of mowings, are shown in Tables I. Exact limits of mowing (and trimmings) shall be as directed by the Parks and Recreation Director or the designated representative for the project.
- b. The frequency of mowings per location is listed on the Bid Form of the mowing contract for purposes of helping the Contractor estimate the number of man-hours and equipment to be expended on this contract. The City reserves the right to order any single bid unit individually, or any

combination of bid units per order, up to and including all bid items be mowed on a more frequent or less frequent schedule than shown herein. One work day shall be deemed to mean nine (9) man-hours for the purposes of this specification.

c. All mowing, trimming, and edging shall be completed in an area prior to moving to another area. Work will not be permitted on Saturdays, Sundays, or holidays unless this restriction is specifically waived in writing by the Parks and Recreation Director or their designated representative.

d. Work will not begin prior to 7:00 A.M., nor start a new parcel after 5:00 P.M.

e. Tractor mowers or riding mowers shall mow to within, but not closer than, twenty-four (24) inches plus/minus six (6) inches to the trunk of any tree, bush, or shrub, nor closer than twelve (12) inches plus/minus six inches to any inanimate objects such as walls, posts, signs, park equipment, or other such objects. Mowing will not be permitted when the ground is so wet that the mowing operations cause rutting or otherwise disturb existing turf. Tractors shall be operated in such a manner as to protect the sod from being torn by the tractor wheels on turns.

## **2. TRIMMING**

a. All trimming shall be accomplished both simultaneously, or immediately following mowing, and in all instances shall be completed prior to leaving the site. Power hand mowers, trimmers, etc., will be utilized to complete the mowing and trimming around trees, bushes, shrubs, building and other objects. EXCEPT that power hand mowers will mow no closer than two (2) inches to the trunk of any tree, bush, or shrub. Other objects will not be bumped or scraped by mowers. Trimming will NOT be required closer than two (2) inches around the trunks of tree, bushes, or shrubs; however, trimming around building and inanimate objects will be accomplished to the last blade of grass. Tables and other movable objects shall be moved and the area around and under such objects shall be mowed and/or trimmed. Following trimming, such objects shall be returned to their original positions.

## **3. EQUIPMENT**



a. Mowers shall be tractor mounted rotary or flail type, equipped with adjustable side-mounted skids, and capable of producing a smooth even cut, with a cutting height adjustable from 2 to 12 inches. Blades will be sharpened and/or replaced often enough to assure smooth grass cut. All mowers shall be equipped and maintained with safety chains, discharge deflection devices, and/or other approved safety devices to prevent accidental damage or injury from objects thrown by mowers. Tractors shall be equipped with an approved roll-over protection system. Trimming equipment shall consist of power and hand mower, "weed-eater" or other type power trimmers, weed whips, and other equipment and tools as may be appropriate for the task. All mowing and trimming equipment shall be of sufficient size and number to accomplish the work required in the time allowed.

NOTE: EQUIPMENT BREAKDOWN SHALL NOT RELIEVE THE CONTRACTOR OF THE RESPONSIBILITY OF PERFORMING THE WORK AS SPECIFIED. It shall be the responsibility of the Contractor to assure that he has, or can obtain on short notice, sufficient backup equipment to continue the contract as specified, without interruption in the event of mechanical failure.

b. Specialized equipment may be required to accomplish the required mowing in some areas. Areas to be serviced under this contract consist of mowing up to 1 on 2 slope, for which equipment having a low center of gravity and good stability may be required.

#### **4. WORKMANSHIP**

a. The services required by this contract shall be performed in a strictly first-class manner. The Contractor shall designate in writing, a responsible member of each work crew who shall serve as a contact for matters involving quality, performance or non-performance of the required work assigned to that crew. The employee(s) designated in accordance with the above requirement shall be qualified and fully competent with full authority to act for, and on behalf of the Contractor as necessary to ensure that the work as described herein is performed in accordance with specifications. The Contractor shall furnish the above written designation to the Parks and Recreation Director no later than the first day of the contract. The designations shall include the name(s), address (es) and telephone number(s) of the individual(s) that he intends to assign to this work. The Parks and Recreation Director reserves the right to disapprove any individual whom he

considers to be incompetent to perform the work required. Such disapproval will be given to the Contractor by written notice.

b. All mowing of areas designated as weekly mowings will be cut to a length not to exceed three (3) inches. All mowing of areas designated as bi-weekly mowings will be cut to a length not to exceed two (2) inches. All mowings designated as monthly mowings will be cut to a length not to exceed two (2) inches.

c. All mowers shall be mulching mowers unless other equipment is approved by the Parks and Recreation Director.

d. After mowing, all areas bordering concrete (walks, driveways, curbs, etc.) shall be edged with a blade edger designed specifically for this purpose. Edging shall be performed in all areas upon completion of the first mowing and every other mowing thereafter. Properties to be edged are designated by an \* in the property list. Mowed clippings shall be removed from the street areas through either blowers or swept.

f After mowing, areas serviced under this contract shall present a neat, well cared for, evenly mowed appearance, free from unmowed strips or scalping. All pavements shall be blown clear of all grass clippings. The Contractor shall include sweeping, picking up trash, and removing grass growing in curbing, sidewalk cracks, and gutter pans. The Contractor is also responsible for a neatly trimmed appearance as part of the first-class workmanship in the public areas.

f. Mowing shall be accomplished so that grass clippings are distributed evenly and not left in clumps or windrows.

g. All mowing, trimming, and edging shall be completed in any one area, prior to moving to another area. All trimming shall be accomplished either simultaneously or immediately following mowing.

## **5. CONTRACTOR PERSONNEL**

All contractor personnel shall be fully clothed at all times while performing the services of this contract. "Fully clothed" shall be deemed to mean that a shirt (or T-shirt), trousers, and shoes shall be worn at all times. Reflective vests must be worn while working on state (KDOT) rights-of-way. Highly

visible "Reflective Yellow" shirts or vests shall be worn when working within City rights-of-way.

## **6. DAMAGE TO PUBLIC PROPERTY**

- a. Extreme care shall be exercised when mowing around trees, bushes, and other objects; to insure that mowing equipment does not come in contact with that object. All costs of repair or replacement will be borne by Contractor. The City of Junction City will make all repairs and bill Contractor. Scalping or tearing up of turf areas will be charged to Contractor at a cost not to exceed \$25.00 per scalp. Any tree damage new or old tree will be charged back to Contractor to make repairs or replace said tree. All trees will be inspected before start of mowing season to identify any problems and to insure compliance with these specifications.
- b. Any visible damage to property must be reported to Contact Person before mowing commences. Failure to do so could render the Contractor liable for any damages incurred.

## **7. SAFETY AND HEALTH REQUIREMENTS**

- a. In order to provide safety controls for protection to the life and health of employees and other persons; for prevention of damage to property, materials, supplies, and equipment; and for avoidance of work interruptions in the performance of this contract, the Contractor shall comply with all pertinent State, Local, and Federal Regulations in force and will take or cause to be taken such additional measures as the Parks and Recreation Director may determine to be reasonable and necessary for the purpose.
- b. The Contractor's tractors and other slow-moving equipment shall be equipped with the slow moving vehicle sign, and international orange flag at least 18 inches square attached to a spring-mounted staff at least 18 inches above the top of the vehicle, but in no case less than 9 feet above ground level.
- c. The Contractor will take such measures as necessary to protect the public and private property from foreign material thrown from rotary mowers and other rotating equipment while operating in public use areas and on public roadways.

d. Any injury, property damage, act of vandalism or equipment malfunction will be immediately reported to the Parks and Recreation Director.

## **8. INSURANCE**

The Contractor must maintain liability insurance in the amount of \$100,000 Combined Single Limit Liability, or an amount otherwise approved by the City.

## **9. NOTICE TO PROCEED**

The Contractor shall meet with the Parks and Recreation Director or their designee assigned to the given area prior to initiating any work on a property designated for mowing. The Parks and Recreation Director or their designee will identify the area to be mowed and will check the work at completion. No payment for mowing will be made without approval by the Parks and Recreation Director or their designee that the area has been according to his/her direction.

## **10. ADDITIONS AND DELETIONS**

The City will have the option to add or delete properties on the property list.

**TECHNICAL SPECIFICATIONS  
SECTION B - CONTRACT ADMINISTRATION**

**1. PAYMENT**

a. Payment will be made by the City Treasurer within 30 days after receipt and verification of proper invoices and receiving the signed daily reports. Invoices should be submitted to the Parks and Recreation Department, 2307 N. Jackson, Junction City, KS 66441

Failure on the part of the Contractor to perform the work as specified will result in withholding of payment for the portion(s) of work not accomplished. Failure on the part of the Contractor which necessitates performance of any specified service by City forces will result in the additional withholding of the following amounts from any payment due the Contractor.

|                                      |                      |         |
|--------------------------------------|----------------------|---------|
| Mowing with one tractor and operator | First Hour           | \$75.00 |
|                                      | Each Additional Hour | \$40.00 |
| Perform trimming (per 2-person crew) | First Hour           | \$75.00 |
|                                      | Each Additional Hour | \$40.00 |

The above rates represent an estimate of the actual City cost to mobilize a work force and equipment, travel to the site, and perform the work on a one-time intermittent basis.

b. In addition to the above remedies for non-performance the City may, without prejudice to any right or remedy, terminate the employment of Contractor and complete the Contract by whatever methods it may deem expedient. In such case, the Contractor shall be liable to the City for all excess cost sustained by the City because of such completion including any additional legal or bid-letting costs therefore. In such case, the Contractor shall not be entitled to receive further payment.

**2. DISPUTES**

The Contractor shall direct all questions, directly to the Parks and Recreation Director or their designee. Discrepancies or complaints must be submitted, in writing, to the Parks and Recreation Director, or their designee whose responsibility it is to resolve such issues. The Parks and Recreation Director or their designee will issue a response within 24 hours. If discrepancy or complaint is not resolved to Contractor's satisfaction, Contractor must submit

to the Parks and Recreation Director, in writing, details of the discrepancy or complaint still unresolved. The Parks and Recreation Director will be the final arbitrator of the matter in question.

## **TECHNICAL SPECIFICATIONS SECTION C - CONTRACTOR PERFORMANCE**

### **1. DEFICIENT PERFORMANCE**

With regard to the services required herein, if it becomes apparent to the City during the Contractor's performance under the contract that the required mowing, trimming, and edging services may not be completed in the listed City Public Property Areas within the time frame required by the Technical Specifications and references herein, the City Inspector may require the Contractor to provide additional labor and equipment at no additional cost to the City. Such direction will be issued to insure that the mowing and/or trimming services will be completed in each area as specified in the Technical Specifications and the references herein.

### **2. PERIOD OF CONTRACT**

The contract for Public Property (Part I and II) shall become effective (start) on April 17, 2023 and shall continue in full force and effect until (including) October 20, 2023.

### **3. COORDINATION**

a. This contract includes a copy of the inspection approval form to be completed by the contact person and the CONTRACTOR to avoid conflicts regarding whether or not an area of "regular" mowing has actually been mowed, THE CONTRACTOR and the assigned Parks and Recreation Director or their designee shall both complete the form included as part of this contract.

This form shall be completed on the day the work was accomplished and shall be initialed by the CONTRACTOR, or their representative, and by the Inspector where indicated prior to leaving the mowing site.

#### **4. PENALTIES**

The Contractor shall be assessed a penalty for using Brush Hogs in unauthorized area. First violation the Contractor shall be notified by the Parks and Recreation Director or their designee and charged a fee not to exceed \$100.00. This will be paid in the form of a deduction from the contract for damaged property. Second and subsequent violations shall be assessed a fee not to exceed \$250.00 upon written notice to the contractor to be collected as stated above.

### **TECHNICAL SPECIFICATIONS SECTION D - SPECIAL PROVISIONS**

#### **1. SUBCONTRACTS**

- a. As used in this contract, the term “subcontractor” included but is not limited to purchase order, changes, and/or modifications thereto.
- b. The Contractor shall notify the Parks and Recreation Director or their designee reasonably in advance of entering into any subcontract if the Contractor’s procurement system has not been approved by the Parks and Recreation Director or their designee and if the Subcontract:
  - i) Intends to hire a subcontractor and/or acquire additional equipment to insure compliance with the intent of this contract.
  - ii) Is to be a cost-reimbursement, time and materials, or labor-hour contract which it is estimated will involve an amount in excess of ten thousand dollars (\$10,000) including any fee:
  - iii) Is proposed to exceed one thousand dollars (\$1,000); or
  - iv) Is one of a number of subcontracts, under this contract, with a single subcontractor for the same or related supplies or services which, in the aggregate are expected to exceed one thousand dollars (\$1,000).
- c. The Contractor shall not enter into any subcontract for which advance notification to the Parks and Recreation Director or their designee is required by this clause, without the prior written consent of the Parks and Recreation Director; PROVIDED that the Parks and Recreation Director or their designee in their discretion, may ratify in writing any subcontract. Such ratification shall constitute the consent of the Parks and Recreation Director or their designee required by this paragraph.

d. Neither consent by the Parks and Recreation Director or their designee to any subcontract or to any provisions thereof nor approval of the Contractor's procurement system shall be construed to be a determination: (i) of the acceptability of any subcontract terms or condition, (ii) of the acceptability of any subcontract price of any amount paid under any subcontract, or (iii) to relieve the Contractor of any responsibility for performing this contract; unless such approval or consent specifically provides otherwise.

e. The Contractor agrees that no subcontract placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis.

## **2. ACCIDENT PREVENTION**

a. In order to provide safety control for protection to the life and health of employees and other persons; for prevention of damage to property, materials, supplies, and equipment; and for avoidance of work interruptions in the performance of this contract, the Contractor shall comply with all manufacturers safety provisions for equipment, and will also take or cause to be taken such additional measures as the Parks and Recreation Director may determine to be reasonably necessary for the purpose.

b. The Parks and Recreation Director or their designee will notify the Contractor of any noncompliance with the foregoing provisions and the action to be taken. The Contractor shall, after receipt of such notice, immediately take corrective action. Such notice, when delivered to the Contractor or their representative at the site of the work, shall be deemed sufficient for the purpose. If the Contractor fails or refuses to comply properly, the Parks and Recreation Director may issue an order stopping all or part of the work until satisfactory corrective action has been taken. Not part of the time lost due to any such stop orders shall be made the subject of claim for extension of time or for excess cost or damages by the Contractor.

## **3. INSURANCE**

a. The Contractor shall secure and maintain insurance throughout the duration of this contract of such types and in such amounts as may be necessary to protect themselves and the interest of the Owner against all hazards or risks of loss and hereinafter specified. The form and limits of such insurance, together with the underwriter thereof in each case, shall be approved by the Owner but regardless of such approval it shall be the responsibility of the Contractor to maintain adequate insurance coverage at



all times. Failure of the Contractor to maintain adequate coverage shall not relieve him of any contractual responsibility or obligation.

b. Workmen Compensation and Employer's Liability. This insurance shall protect the Contractor against all claims under applicable state workmen compensation laws. The Contractor shall also be protected against claims for injury, disease, or death of employees which, for any reason, may not fall within the provisions of a workmen compensation law. This policy shall include an "all states" endorsement.

The liability limits shall not be less than the following:

|                      |           |
|----------------------|-----------|
| Workmen Compensation | Statutory |
| Employer's Liability | \$100,000 |

In case any class of employees engaged in hazardous work under this contract at the site of the project is not protected under Workmen Compensation statute, the Contractor shall provide, and shall cause each subcontractor to provide adequate and suitable insurance for the protection of their employees not otherwise protected.

c. Comprehensive Automobile Liability. This insurance shall be written in comprehensive form and shall protect the Contractor against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicles licensed for highway use, whether they are owned, non-owned, or hired.

The liability limits shall not be less than the following:

|                 |                                 |
|-----------------|---------------------------------|
| Bodily Injury   | \$500,000 combined single limit |
| Property Damage | \$100,000 each occurrence       |

d. Comprehensive General Liability. This insurance shall be written in comprehensive form and shall protect the Contractor against any claims arising from injuries to members of the public or damage to property of others arising out of any act or omission of the Contractor or their agents, employees, or subcontractors, with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. All property damaged shall be repaired or replaced to a condition immediately prior to the time of damage, and to the satisfaction of the City. All loss or damage arising out of the nature of the work to be done, or from the action of the elements, or from floods or overflows, or from ground water, or from unusual obstruction or

difficulties or any other natural or existing circumstances either known or unforeseen, which may be encountered in the prosecution of the said work shall be sustained and borne by the Contractor at its own cost and expense. The City shall be a named insured on such policies. Satisfactory certificates of insurance shall be filed with the City prior to starting any construction work on this Contract. The certificates shall state that written notice will be given to the City before any policy coverage thereby is changed or canceled.

### **Queries and Primary Contact Person**

All inquiries about this RFP must be made in written form, via U.S. Postal Service, or email, to the primary point of contact for response by Tuesday March 23, 2023 at 5:00 p.m.

Name: Joshua Gray, Interim Director of Parks & Recreation  
Address: 2307 N Jackson Street  
Junction City, KS 66441  
Email: joshua.gray@jcks.com  
Phone: 785-210-4006

Responses to questions or comments provided by any other person, employee, or City office concerning the RFP will not be valid and will not bind the City of Junction City. All inquiries for information and responses will be available for review by all respondents.

### **Term of Contract**

RFP must be submitted which includes a fixed price for the requested service(s).

Contract shall start April 17, 2023, ending October 20, 2023. Option for 2024 to be exercised no later than December 31, 2023.

Vendor shall at all times during the term of the agreement carry, maintain, and keep in full force and effect, a policy or policies of Workmen Compensation Insurance meeting established statutory requirements.

## Proposal Schedule

|    | Date           | Action                                                                                   |
|----|----------------|------------------------------------------------------------------------------------------|
| 1. | March 14, 2023 | RFP released.                                                                            |
| 2. | March 27, 2023 | Sealed Bids Due by 10:00 A.M. CDT<br>Public Bid Opening 10:00 A.M                        |
| 3. | April 4, 2023  | Bid Decided and Potentially Awarded by City<br>Commission (If required by fiscal policy) |

## Deadline for Proposals

A sealed bid must be received by the City of Junction City Kansas, at the City Clerk's Office 700 N Jefferson Junction City, KS 66441, not later than 10:00 A.M. CDT on March 23, 2023.

The sealed bid package should be clearly marked as follows:

PROPOSAL FOR: CONTRACT MOWING- PUBLIC AREAS  
BID NO. – PR 23-001  
ATTENTION: Tammy Melton, City Clerk

Proposals and all conditions therein shall remain effective for at least sixty (60) days from proposal submission date. A complete response to the RFP shall contain two (2) original copies.

## **Proposal Correction or Withdrawal of Proposal Prior to Opening**

Any proposal may be withdrawn or modified by written request of the bidder provided such request is received by the City of Junction City by the deadline and at the address given above and the RFP has not been opened and read aloud. Modifications received after the due date and time will not be allowed. Modifications or corrections of proposals may be made by means of facsimile or other written communications, provided such modifications or corrections are received by the City prior to the closing time set for receiving proposals. Each correction to proposals must be clearly marked and initialed by the bidder.

The City of Junction City or its representatives reserve the right at any time to request clarification from any or all individuals or entities submitting a proposal.

## **Proposal Deposition**

All materials submitted in response to this RFP will become property of the City of Junction City and will become public record after the proposals are opened and read. The City will not be responsible or liable in any way for any losses that the bidder may suffer from the disclosure of information or materials to third parties.

## **Non-Standard Forms**

Proposals which are not submitted on the forms provided by the City of Junction City or do not adequately address the provisions of this RFP document will be rejected. A proposal in which omissions occur or which has been conditioned by the bidder in a manner that is unacceptable to the City of Junction City will be rejected. Corrections may be made until the proposal opening date, 27 March, 2023 at 10:00 A.M. CDT. No corrections may be made after proposal opening.

## **Acceptance or Rejection of Proposals**

The City of Junction City reserves the following rights and options:

- To accept the proposal that is the lowest and/or the best proposal for the City of Junction City.
- To reject any and all non-responsive proposals.
- To reject any incomplete proposals.

- To reject all proposals without cause.
- To issue subsequent requests for new proposals.
- To discontinue its negotiations after commencing negotiations with a finalist, if progress is unsatisfactory, and commence discussions with another bidder.
- To exercise local vendor preference as outlined in Junction City Fiscal Policy dated December 7, 2021.

### **Bidder's Responsibility for Costs**

The City of Junction City will not reimburse any Bidder for any costs involved in the preparation and submission of its proposal, or in contract negotiations. Bidders are responsible for all costs associated with preparing and submitting the RFP.

### **Vendor Viability**

List three of your current comparable customers. Please indicate a) number of years as a customer; and, b) contact names and numbers.

**The following documents must be attached with your bid and made a part of this proposal. Failure to do so will result in an incomplete response:**

1. Entire request for proposal with all requested information.
2. Two (2) original copies of the completed bid sheet.

## CITY PARKS AND FEMA LAND

| MAP ITEM & MOWING FREQUENCY |    | LOCATIONS OF MOWING                                                        | UNIT PRICE PER MOWING | REMARKS |
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| 8                           | WK | Heritage Grass Collection memorial area                                    | 25.00                 |         |
| 9                           | WK | Coronado Park *                                                            | 200.00                |         |
| 10                          | WK | South Park *                                                               | 1360.00               |         |
| 11                          | WK | Homers Pond *                                                              | 400.00                |         |
| 12                          | WK | Playground Park *                                                          | 650.00                |         |
| 13                          | WK | Seritoma Park w/ Area South of 6 <sup>th</sup> Street and Underpass Area * | 520.00                |         |
| 14                          | WK | Martin Luther King, Jr. Park *                                             | 100.00                |         |
| 15                          | WK | Rathert Stadium Area *                                                     | 150.00                |         |
| 16                          | WK | Wetlands Park *                                                            | 220.00                |         |
| 17                          | BW | Riverwalk Trail                                                            | 200.00                |         |
| 18                          | WK | The Bluffs Park Area *                                                     | 120.00                |         |
| 19                          | WK | Police Department w/ Warehouse Area *                                      | 50.00                 |         |
| 20                          | WK | Police Department Grass Collection (S & E of 210 E 9 <sup>th</sup> )       | 200.00                |         |
| 21                          | WK | Spin City/Miniature Golf *                                                 | 128.00                |         |
| 22                          | WK | Riverwalk Landing                                                          | 400.00                |         |
| 23                          | WK | Bartell Hotel Parking Area *                                               | 25.00                 |         |
| 24                          | WK | Filby Park *                                                               | 200.00                |         |
| 25                          | WK | I-70 Roundabout *                                                          | 40.00                 |         |
| 26                          | WK | East Chestnut Roundabout & R/W Areas *                                     | 260.00                |         |
| 27                          | WK | 700 N Jefferson (South Half) *                                             | 25.00                 |         |
| 28                          | WK | 701 N Jefferson *                                                          | 125.00                |         |
| 29                          | WK | Countryside Court Island *                                                 | 25.00                 |         |

### Total Unit Bid

|         |       |
|---------|-------|
| 8,567   | 00    |
| Dollars | Cents |

BW = BI-WEEKLY

MO = MONTHLY

WK = WEEKLY

\* = EDGING REQUIRED

### Bid Sheet

Company Name TERRY'S Mowing - n - Then Some

Address 1316 OVERBROOK DRIVE

JUNCTION CITY, KS 66441

Phone Number 785-226-9221

Principal: TERRY GRAHAM

Title: OWNER

Total Bid Amount \$ 8567.00

Attachments for bid: Reference List, Certifications, Warranty, Specialized Equipment, anticipated date of project completion proposed sketch and plans

## Specialized Equipment

John Deere 4600

12 Ft Land Pride

5 Ft Bush Hog

JD 4600 Front Deck 72 In Tractor

JD 997 Zero Turn 72 In Deck Mower

Hustler Fast Trac Zero Turn 60 In Deck Mower

5 Stihl Weed Eaters FS-70 Or Higher

2 Backpack Blowers

2 Handheld Blowers

2 Edgers

JD GS30 Commercial 36 In Standup Mower

1 Goose Neck Tractor

3 Bumper Trailers

$\frac{3}{4}$  Ton Flatbed Chevy

$\frac{1}{2}$  Ton Dodge

1 Ton Chevy Dump Truck

1 Ton GMC Bucket Truck



## References

Dustin, Valor Auto Group 913-775-0123 Two Years

Randy Stuart, Radio Station 785-226-2428 Two Years

Clint Junghans, Complete Real Estate Solutions

785-238-6622 Nine Years

### Bid Sheet

Company Name Witt's mowing and Tree Services LL

Address PO Box 423

2315 Elmdale Ave

UC KS 66441

Phone Number (785) 530-5155

Principal: Richard Witt

Title: Owner

Total Bid Amount \$ 3730.65

Attachments for bid: Reference List, Certifications, Warranty, Specialized Equipment, anticipated date of project completion proposed sketch and plans

# CITY PARKS AND FEMA LAND

| MAP ITEM & MOWING FREQUENCY |    | LOCATIONS OF MOWING                                                        | UNIT PRICE PER MOWING           | REMARKS |
|-----------------------------|----|----------------------------------------------------------------------------|---------------------------------|---------|
| 1                           | WK | North Park *                                                               | 214.20                          |         |
| 2                           | WK | Bramlage Park w/ Frontage Road/Easements *                                 | 127.26                          |         |
| 3                           | WK | Hammond Family Park *                                                      | 93.71                           |         |
| 4                           | WK | Buffalo Soldier Park *                                                     | 107.10                          |         |
| 5                           | WK | Montgomery Plaza *                                                         | 53.55                           |         |
| 6                           | WK | FEMA Land *                                                                | 267.75                          |         |
| 7                           | WK | Heritage Park *                                                            | 124.95                          |         |
| 8                           | WK | Heritage Grass Collection memorial area                                    | 40.16                           |         |
| 9                           | WK | Coronado Park *                                                            | 93.71                           |         |
| 10                          | WK | South Park *                                                               | 281.37                          |         |
| 11                          | WK | Homers Pond *                                                              | 120.48                          |         |
| 12                          | WK | Playground Park *                                                          | 40.16                           |         |
| 13                          | WK | Seritoma Park w/ Area South of 6 <sup>th</sup> Street and Underpass Area * | 364.48                          |         |
| 14                          | WK | Martin Luther King, Jr. Park *                                             | 156.77                          |         |
| 15                          | WK | Rathert Stadium Area *                                                     | 364.48                          |         |
| 16                          | WK | Wetlands Park *                                                            | 156.77                          |         |
| 17                          | BW | Riverwalk Trail                                                            | 364.48                          |         |
| 18                          | WK | The Bluffs Park Area *                                                     | 156.77                          |         |
| 19                          | WK | Police Department w/ Warehouse Area *                                      | 31.23                           |         |
| 20                          | WK | Police Department Grass Collection (S & E of 210 E 9 <sup>th</sup> )       | 40.16                           |         |
| 21                          | WK | Spin City/Miniature Golf *                                                 | 22.31                           |         |
| 22                          | WK | Riverwalk Landing                                                          | 200.91 <del>200.91</del> 200.91 |         |
| 23                          | WK | Bartell Hotel Parking Area *                                               | 22.31                           |         |
| 24                          | WK | Filby Park *                                                               | 67.02                           |         |
| 25                          | WK | I-70 Roundabout *                                                          | 22.31                           |         |
| 26                          | WK | East Chestnut Roundabout & R/W Areas *                                     | 111.56                          |         |
| 27                          | WK | 700 N Jefferson (South Half) *                                             | 40.16                           |         |
| 28                          | WK | 701 N Jefferson *                                                          | 22.31                           |         |
| 29                          | WK | Countryside Court Island *                                                 | 22.31                           |         |

## Total Unit Bid

|         |       |
|---------|-------|
| 3730.   | .65   |
| Dollars | Cents |

BW = BI-WEEKLY      MO = MONTHLY      WK = WEEKLY      \* = EDGING REQUIRED

# City of Junction City

## City Commission

### Agenda Memo

April 4, 2023

**From:** Joshua Gray, Interim Parks & Recreation Director  
**To:** Allen Dinkel, City Manager and City Commissioners  
**Subject:** **Award of Bid – 2023 Contractual Mowing for City Properties**

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**Objective:** The consideration and approval to award bid of the Contractual Mowing Contract for City Properties to Terry's Mowing N-Then Some in the amount of \$132,201.00 for the 2023 season.

**Explanation of Issue:** For several years the City has contracted the mowing of the City Properties to outside agencies. The current contract expired in 2022. Advertisements for bids were published in The Daily Union on March 14, 2023, the request for bids was posted on the City website. Mandatory pre-bid meetings were held on March 20, 2023, and March 23, 2023. Sealed bids were accepted until March 27, 2023. The City received two (2) bids.

| <u>Mowing Contractor</u>      | <u>Bid Amount</u> |
|-------------------------------|-------------------|
| Munie Greencare Professionals | \$158,092.10      |
| Terry's Mowing N-Then Some    | \$132,201.00      |

City Staff is recommending to award bid to Terry's Mowing N-Then Some as the low bidder. References have been checked and their equipment and manpower listed is satisfactory to fulfill the requirements of the contract.

**Budget Impact:** This will be paid for out of the 2023 Parks and Recreation budget.

**Alternatives:**

1. Approve
2. Disapprove
3. Table

**Recommendation:** City Staff recommends to award bid of the Contractual Mowing Contract for City Properties to Terry's Mowing N-Then Some in the amount of \$132,201.00.

**Enclosures:** Bid Tabulation, Copy of Bids

# City of Junction City

## City Clerk's Office

March 27, 2023



Parks & Recreation Department

Closing Time: 10:00 am

### Contract Public Areas Mowing

| No. | Direct Solicited | Bidder                        | Local Vendor      | Bid Bond | Performance Bond | Addendum | Signed Bid | Bid Amount (Season) | Bid Rank |
|-----|------------------|-------------------------------|-------------------|----------|------------------|----------|------------|---------------------|----------|
| 1.  |                  | Munie Greencare Professionals | Caseyville, IL    |          |                  |          |            | \$158,092.10        |          |
| 2.  |                  | Terry's Mowing -N-Then Some   | Junction City, KS |          |                  |          |            | \$132,201.00        |          |
| 3.  |                  |                               |                   |          |                  |          |            |                     |          |
| 4.  |                  |                               |                   |          |                  |          |            |                     |          |
| 5.  |                  |                               |                   |          |                  |          |            |                     |          |
| 6.  |                  |                               |                   |          |                  |          |            |                     |          |
| 7.  |                  |                               |                   |          |                  |          |            |                     |          |
| 8.  |                  |                               |                   |          |                  |          |            |                     |          |
| 9.  |                  |                               |                   |          |                  |          |            |                     |          |
| 10. |                  |                               |                   |          |                  |          |            |                     |          |



[illegible]

## Mandatory Meeting for City Properties & Vacant Streets March 23, 2023

[illegible]



**City of Junction City, Kansas**



**NOTICE INVITING PROPOSALS FOR CONTRACT MOWING-  
PUBLIC AREAS**

**BID NO. – PR 23-001**

Date Issued:  
**March 14, 2023**

Response Deadline:  
**March 27, 2023 at 10:00 A.M. CDT**

## **Bid Objectives**

This Request for Proposal (“RFP”) addresses the City of Junction City’s desire to contract Public Areas Mowing throughout Junction City, KS for 2023 with an option for 2024 if exercised no later than December 31, 2023 by the City of Junction City. A **mandatory pre-bid meeting** and will be held on Thursday, March 23, 2023 at 10:00am at the Building and Codes office, located at the Municipal Building at 700 N. Jefferson, Junction City, Kansas.

### **Bids must meet the following objectives:**

Bid entire areas under North Mowings, South Mowings, and Vacant Streets to include mowing, trimming/edging as scheduled per mowing frequency as specified in attached spreadsheet. Mowing can begin April 17, 2023 and shall end October 21, 2023.

## **TECHNICAL SPECIFICATIONS SECTION A - MOWING AND TRIMMING**

### **1. SCOPE OF CONTRACT**

a. The services to be furnished under this contract shall consist of furnishing all equipment and labor necessary for mowing and trimming of public use areas, City property, and blight order areas, as required, pursuant to an agreement with the City of Junction City. The Contractor shall commence mowing each work week after receipt of the written mowing order and shall complete the work within the period of time specified. Areas to be serviced, types of services; estimated acreage and minimum number of mowings, are shown in Tables I, II and III. Exact limits of mowing (and trimmings) shall be as directed by the Parks and Recreation Director or the designated representative for the project.

b. The frequency of mowings per location is listed on the Bid Form of the mowing contract for purposes of helping the Contractor estimate the number

of man-hours and equipment to be expended on this contract. The City reserves the right to order any single bid unit individually, or any combination of bid units per order, up to and including all bid items be mowed on a more frequent or less frequent schedule than shown herein. One work day shall be deemed to mean nine (9) man-hours for the purposes of this specification.

c. All mowing, trimming, and edging shall be completed in an area prior to moving to another area. Work will not be permitted on Saturdays, Sundays, or holidays unless this restriction is specifically waived in writing by the Parks and Recreation Director or their designated representative.

d. The mowing for Part III, Vacant Streets, shall involve two parts. Part I shall include the mowing of the intersection's areas of a 25 foot corner clearance triangle area at each intersection within the noted subdivision. The unit price paid will be for each corner clearance area mowed. Part II shall be for the mowing of a eight (8) foot strip from back of curb along both sides of the street within each subdivision noted, if a sidewalk is present, mowing of a (15) foot strip from back of curb. If vacant lot is located next to a developed lot, mowing of full vacant lot is required. The unit price paid will be for each subdivision mowed. The use of a brush hog mower will be permitted for this section of the contract only. No additional costs for the removal and/ or cutting of small trees, brush, materials which are needed to be mowed as part of the strip area shall be provided. Mowed clippings shall be removed from the street areas through either blowers or swept.

e. Work will not begin prior to 7:00 A.M., nor start a new parcel after 5:00 P.M.

f. Tractor mowers or riding mowers shall mow to within, but not closer than, twenty-four (24) inches plus/minus six (6) inches to the trunk of any tree, bush, or shrub, nor closer than twelve (12) inches plus/minus six inches to any inanimate objects such as walls, posts, signs, park equipment, or other such objects. Mowing will not be permitted when the ground is so wet that the mowing operations cause rutting or otherwise disturb existing turf. Tractors shall be operated in such a manner as to protect the sod from being torn by the tractor wheels on turns.

## **2. TRIMMING**

a. All trimming shall be accomplished both simultaneously, or immediately following mowing, and in all instances shall be completed prior to leaving the site. Power hand mowers, trimmers, etc., will be utilized to complete the mowing and trimming around trees, bushes, shrubs, building and other objects. EXCEPT that power hand mowers will mow no closer than two (2) inches to the trunk of any tree, bush, or shrub. Other objects will not be bumped or scraped by mowers. Trimming will NOT be required closer than two (2) inches around the trunks of tree, bushes, or shrubs; however, trimming around building and inanimate objects will be accomplished to the last blade of grass. Tables and other movable objects shall be moved and the area around and under such objects shall be mowed and/or trimmed. Following trimming, such objects shall be returned to their original positions.

### **3. EQUIPMENT**

a. Mowers shall be tractor mounted rotary or flail type, equipped with adjustable side-mounted skids, and capable of producing a smooth even cut, with a cutting height adjustable from 2 to 12 inches. Blades will be sharpened and/or replaced often enough to assure smooth grass cut. All mowers shall be equipped and maintained with safety chains, discharge deflection devices, and/or other approved safety devices to prevent accidental damage or injury from objects thrown by mowers. Tractors shall be equipped with an approved roll-over protection system. Trimming equipment shall consist of power and hand mower, "weed-eater" or other type power trimmers, weed whips, and other equipment and tools as may be appropriate for the task. All mowing and trimming equipment shall be of sufficient size and number to accomplish the work required in the time allowed.

NOTE: EQUIPMENT BREAKDOWN SHALL NOT RELIEVE THE CONTRACTOR OF THE RESPONSIBILITY OF PERFORMING THE WORK AS SPECIFIED. It shall be the responsibility of the Contractor to assure that he has, or can obtain on short notice, sufficient backup equipment to continue the contract as specified, without interruption in the event of mechanical failure.

b. Specialized equipment may be required to accomplish the required mowing in some areas. Areas to be serviced under this contract consist of mowing up to 1 on 2 slope, for which equipment having a low center of gravity and good stability may be required.

#### 4. WORKMANSHIP

a. The services required by this contract shall be performed in a strictly first-class manner. The Contractor shall designate in writing, a responsible member of each work crew who shall serve as a contact for matters involving quality, performance or non-performance of the required work assigned to that crew. The employee(s) designated in accordance with the above requirement shall be qualified and fully competent with full authority to act for, and on behalf of the Contractor as necessary to ensure that the work as described herein is performed in accordance with specifications. The Contractor shall furnish the above written designation to the Parks and Recreation Director no later than the first day of the contract. The designations shall include the name(s), address (es) and telephone number(s) of the individual(s) that he intends to assign to this work. The Parks and Recreation Director reserves the right to disapprove any individual whom he considers to be incompetent to perform the work required. Such disapproval will be given to the Contractor by written notice.

b. All mowing of areas designated as weekly mowings will be cut to a length not to exceed three (3) inches. All mowing of areas designated as bi-weekly mowings will be cut to a length not to exceed two (2) inches. All mowings designated as monthly mowings will be cut to a length not to exceed two (2) inches. Part III, Vacant Streets mowings will be cut to a length of four (4) inches.

c. All mowers shall be mulching mowers unless other equipment is approved by the Parks and Recreation Director.

d. After mowing, all areas bordering concrete (walks, driveways, curbs, etc.) shall be edged with a blade edger designed specifically for this purpose. Edging shall be performed in all areas upon completion of the first mowing and every other mowing thereafter. Properties to be edged are designated by an ★ in the property list. Mowed clippings shall be removed from the street areas through either blowers or swept.

f After mowing, areas serviced under this contract shall present a neat, well cared for, evenly mowed appearance, free from unmowed strips or scalping. All pavements shall be blown clear of all grass clippings. The Contractor shall include sweeping, picking up trash, and removing grass growing in curbing, sidewalk cracks, and gutter pans. The Contractor is also responsible

for a neatly trimmed appearance as part of the first-class workmanship in the public areas.

f. Mowing shall be accomplished so that grass clippings are distributed evenly and not left in clumps or windrows.

g. All mowing, trimming, and edging shall be completed in any one area, prior to moving to another area. All trimming shall be accomplished either simultaneously or immediately following mowing.

## **5. CONTRACTOR PERSONNEL**

All contractor personnel shall be fully clothed at all times while performing the services of this contract. "Fully clothed" shall be deemed to mean that a shirt (or T-shirt), trousers, and shoes shall be worn at all times. Reflective vests must be worn while working on state (KDOT) rights-of-way. Highly visible "Reflective Yellow" shirts or vests shall be worn when working within City rights-of-way.

## **6. DAMAGE TO PUBLIC PROPERTY**

a. Extreme care shall be exercised when mowing around trees, bushes, and other objects; to insure that mowing equipment does not come in contact with that object. All costs of repair or replacement will be borne by Contractor. The City of Junction City will make all repairs and bill Contractor. Scalping or tearing up of turf areas will be charged to Contractor at a cost not to exceed \$25.00 per scalp. Any tree damage new or old tree will be charged back to Contractor to make repairs or replace said tree. All trees will be inspected before start of mowing season to identify any problems and to insure compliance with these specifications.

b. Any visible damage to property must be reported to Contact Person before mowing commences. Failure to do so could render the Contractor liable for any damages incurred.

## **7. SAFETY AND HEALTH REQUIREMENTS**

a. In order to provide safety controls for protection to the life and health of employees and other persons; for prevention of damage to property,

materials, supplies, and equipment; and for avoidance of work interruptions in the performance of this contract, the Contractor shall comply with all pertinent State, Local, and Federal Regulations in force and will take or cause to be taken such additional measures as the Parks and Recreation Director may determine to be reasonable and necessary for the purpose.

b. The Contractor's tractors and other slow-moving equipment shall be equipped with the slow moving vehicle sign, and international orange flag at least 18 inches square attached to a spring-mounted staff at least 18 inches above the top of the vehicle, but in no case less than 9 feet above ground level.

c. The Contractor will take such measures as necessary to protect the public and private property from foreign material thrown from rotary mowers and other rotating equipment while operating in public use areas and on public roadways.

d. Any injury, property damage, act of vandalism or equipment malfunction will be immediately reported to the Parks and Recreation Director.

## **8. INSURANCE**

The Contractor must maintain liability insurance in the amount of \$100,000 Combined Single Limit Liability, or an amount otherwise approved by the City.

## **9. NOTICE TO PROCEED**

The Contractor shall meet with the Parks and Recreation Director or their designee assigned to the given area prior to initiating any work on a property designated for mowing. The Parks and Recreation Director or their designee will identify the area to be mowed and will check the work at completion. No payment for mowing will be made without approval by the Parks and Recreation Director or their designee that the area has been according to his/her direction.

## **10. ADDITIONS AND DELETIONS**

The City will have the option to add or delete properties on the property list.



**TECHNICAL SPECIFICATIONS**  
**SECTION B - CONTRACT ADMINISTRATION**

**1. PAYMENT**

a. Payment will be made by the City Treasurer within 30 days after receipt and verification of proper invoices and receiving the signed daily reports. Invoices should be submitted to the Parks and Recreation Department, 2307 N. Jackson, Junction City, KS 66441

Failure on the part of the Contractor to perform the work as specified will result in withholding of payment for the portion(s) of work not accomplished. Failure on the part of the Contractor which necessitates performance of any specified service by City forces will result in the additional withholding of the following amounts from any payment due the Contractor.

|                                      |                      |         |
|--------------------------------------|----------------------|---------|
| Mowing with one tractor and operator | First Hour           | \$75.00 |
| Roadside of Public Property Area     | Each Additional Hour | \$40.00 |
| Perform trimming (per 2-person crew) | First Hour           | \$75.00 |
|                                      | Each Additional Hour | \$40.00 |

The above rates represent an estimate of the actual City cost to mobilize a work force and equipment, travel to the site, and perform the work on a one-time intermittent basis.

b. In addition to the above remedies for non-performance the City may, without prejudice to any right or remedy, terminate the employment of Contractor and complete the Contract by whatever methods it may deem expedient. In such case, the Contractor shall be liable to the City for all excess cost sustained by the City because of such completion including any additional legal or bid-letting costs therefore. In such case, the Contractor shall not be entitled to receive further payment.

**2. DISPUTES**

The Contractor shall direct all questions, directly to the Parks and Recreation Director or their designee. Discrepancies or complaints must be submitted, in writing, to the Parks and Recreation Director, or their designee whose responsibility it is to resolve such issues. The Parks and Recreation Director or their designee will issue a response within 24 hours. If discrepancy or complaint is not resolved to Contractor's satisfaction, Contractor must submit



to the Parks and Recreation Director, in writing, details of the discrepancy or complaint still unresolved. The Parks and Recreation Director will be the final arbitrator of the matter in question.

## **TECHNICAL SPECIFICATIONS**

### **SECTION C - CONTRACTOR PERFORMANCE**

#### **1. DEFICIENT PERFORMANCE**

With regard to the services required herein, if it becomes apparent to the City during the Contractor's performance under the contract that the required mowing, trimming, and edging services may not be completed in the listed City Public Property Areas within the time frame required by the Technical Specifications and references herein, the City Inspector may require the Contractor to provide additional labor and equipment at no additional cost to the City. Such direction will be issued to insure that the mowing and/or trimming services will be completed in each area as specified in the Technical Specifications and the references herein.

#### **2. PERIOD OF CONTRACT**

The contract for Public Property (Part I and II) shall become effective (start) on April 17, 2023 and shall continue in full force and effect until (including) October 20, 2023.

#### **3. COORDINATION**

a. This contract includes a copy of the inspection approval form to be completed by the contact person and the CONTRACTOR to avoid conflicts regarding whether or not an area of "regular" mowing has actually been mowed, THE CONTRACTOR and the assigned Parks and Recreation Director or their designee shall both complete the form included as part of this contract.

This form shall be completed on the day the work was accomplished and shall be initialed by the CONTRACTOR, or their representative, and by the Inspector where indicated prior to leaving the mowing site.

#### **4. PENALTIES**

The Contractor shall be assessed a penalty for using Brush Hogs in unauthorized area. First violation the Contractor shall be notified by the Parks and Recreation Director or their designee and charged a fee not to exceed \$100.00. This will be paid in the form of a deduction from the contract for damaged property. Second and subsequent violations shall be assessed a fee not to exceed \$250.00 upon written notice to the contractor to be collected as stated above.

### **TECHNICAL SPECIFICATIONS SECTION D - SPECIAL PROVISIONS**

#### **1. SUBCONTRACTS**

- a. As used in this contract, the term “subcontractor” included but is not limited to purchase order, changes, and/or modifications thereto.
- b. The Contractor shall notify the Parks and Recreation Director or their designee reasonably in advance of entering into any subcontract if the Contractor’s procurement system has not been approved by the Parks and Recreation Director or their designee and if the Subcontract:
  - i) Intends to hire a subcontractor and/or acquire additional equipment to insure compliance with the intent of this contract.
  - ii) Is to be a cost-reimbursement, time and materials, or labor-hour contract which it is estimated will involve an amount in excess of ten thousand dollars (\$10,000) including any fee:
  - iii) Is proposed to exceed one thousand dollars (\$1,000); or
  - iv) Is one of a number of subcontracts, under this contract, with a single subcontractor for the same or related supplies or services which, in the aggregate are expected to exceed one thousand dollars (\$1,000).
- c. The Contractor shall not enter into any subcontract for which advance notification to the Parks and Recreation Director or their designee is required by this clause, without the prior written consent of the Parks and Recreation Director; PROVIDED that the Parks and Recreation Director or their designee in their discretion, may ratify in writing any subcontract. Such ratification shall constitute the consent of the Parks and Recreation Director or their designee required by this paragraph.

d. Neither consent by the Parks and Recreation Director or their designee to any subcontract or to any provisions thereof nor approval of the Contractor's procurement system shall be construed to be a determination: (i) of the acceptability of any subcontract terms or condition, (ii) of the acceptability of any subcontract price of any amount paid under any subcontract, or (iii) to relieve the Contractor of any responsibility for performing this contract; unless such approval or consent specifically provides otherwise.

e. The Contractor agrees that no subcontract placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis.

## **2. ACCIDENT PREVENTION**

a. In order to provide safety control for protection to the life and health of employees and other persons; for prevention of damage to property, materials, supplies, and equipment; and for avoidance of work interruptions in the performance of this contract, the Contractor shall comply with all manufacturers safety provisions for equipment, and will also take or cause to be taken such additional measures as the Parks and Recreation Director may determine to be reasonably necessary for the purpose.

b. The Parks and Recreation Director or their designee will notify the Contractor of any noncompliance with the foregoing provisions and the action to be taken. The Contractor shall, after receipt of such notice, immediately take corrective action. Such notice, when delivered to the Contractor or their representative at the site of the work, shall be deemed sufficient for the purpose. If the Contractor fails or refuses to comply properly, the Parks and Recreation Director may issue an order stopping all or part of the work until satisfactory corrective action has been taken. Not part of the time lost due to any such stop orders shall be made the subject of claim for extension of time or for excess cost or damages by the Contractor.

## **3. INSURANCE**

a. The Contractor shall secure and maintain insurance throughout the duration of this contract of such types and in such amounts as may be necessary to protect themselves and the interest of the Owner against all hazards or risks of loss and hereinafter specified. The form and limits of such insurance, together with the underwriter thereof in each case, shall be approved by the Owner but regardless of such approval it shall be the responsibility of the Contractor to maintain adequate insurance coverage at

all times. Failure of the Contractor to maintain adequate coverage shall not relieve him of any contractual responsibility or obligation.

b. Workmen Compensation and Employer's Liability. This insurance shall protect the Contractor against all claims under applicable state workmen compensation laws. The Contractor shall also be protected against claims for injury, disease, or death of employees which, for any reason, may not fall within the provisions of a workmen compensation law. This policy shall include an "all states" endorsement.

The liability limits shall not be less than the following:

|                      |           |
|----------------------|-----------|
| Workmen Compensation | Statutory |
| Employer's Liability | \$100,000 |

In case any class of employees engaged in hazardous work under this contract at the site of the project is not protected under Workmen Compensation statute, the Contractor shall provide, and shall cause each subcontractor to provide adequate and suitable insurance for the protection of their employees not otherwise protected.

c. Comprehensive Automobile Liability. This insurance shall be written in comprehensive form and shall protect the Contractor against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicles licensed for highway use, whether they are owned, non-owned, or hired.

The liability limits shall not be less than the following:

|                 |                                 |
|-----------------|---------------------------------|
| Bodily Injury   | \$500,000 combined single limit |
| Property Damage | \$100,000 each occurrence       |

d. Comprehensive General Liability. This insurance shall be written in comprehensive form and shall protect the Contractor against any claims arising from injuries to members of the public or damage to property of others arising out of any act or omission of the Contractor or their agents, employees, or subcontractors, with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. All property damaged shall be repaired or replaced to a condition immediately prior to the time of damage, and to the satisfaction of the City. All loss or damage arising out of the nature of the work to be done, or from the action of the elements, or from floods or overflows, or from ground water, or from unusual obstruction or

difficulties or any other natural or existing circumstances either known or unforeseen, which may be encountered in the prosecution of the said work shall be sustained and borne by the Contractor at its own cost and expense. The City shall be a named insured on such policies. Satisfactory certificates of insurance shall be filed with the City prior to starting any construction work on this Contract. The certificates shall state that written notice will be given to the City before any policy coverage thereby is changed or canceled.

### **Queries and Primary Contact Person**

All inquiries about this RFP must be made in written form, via U.S. Postal Service, or email, to the primary point of contact for response by Tuesday March 23, 2023 at 5:00 p.m.

Name: Joshua Gray, Interim Director of Parks & Recreation  
Address: 2307 N Jackson street  
Junction City, KS 66441  
Email: joshua.gray@jcks.com  
Phone: 785-210-4006

Responses to questions or comments provided by any other person, employee, or City office concerning the RFP will not be valid and will not bind the City of Junction City. All inquiries for information and responses will be available for review by all respondents.

### **Term of Contract**

RFP must be submitted which includes a fixed price for the requested service(s).

Contract shall start April 17, 2023, ending October 20, 2023. Option for 2024 to be exercised no later than December 31, 2024.

Vendor shall at all times during the term of the agreement carry, maintain, and keep in full force and effect, a policy or policies of Workmen Compensation Insurance meeting established statutory requirements.

## Proposal Schedule

|    | Date           | Action                                                                                   |
|----|----------------|------------------------------------------------------------------------------------------|
| 1. | March 14, 2023 | RFP released.                                                                            |
| 2. | March 27, 2023 | Sealed Bids Due by 10:00 A.M. CDT<br>Public Bid Opening 10:00 A.M                        |
| 3. | April 4, 2023  | Bid Decided and Potentially Awarded by City<br>Commission (If required by fiscal policy) |

## Deadline for Proposals

A sealed bid must be received by the City of Junction City Kansas, at the City Clerk's Office 700 N Jefferson Junction City, KS 66441, not later than 10:00 A.M. CDT on March 12, 2023.

The sealed bid package should be clearly marked as follows:

PROPOSAL FOR: CONTRACT MOWING- PUBLIC AREAS

BID NO. – PR 23-002

ATTENTION: Tammy Melton, City Clerk

Proposals and all conditions therein shall remain effective for at least sixty (60) days from proposal submission date. A complete response to the RFP shall contain two (2) original copies.

## **Proposal Correction or Withdrawal of Proposal Prior to Opening**

Any proposal may be withdrawn or modified by written request of the bidder provided such request is received by the City of Junction City by the deadline and at the address given above and the RFP has not been opened and read aloud. Modifications received after the due date and time will not be allowed. Modifications or corrections of proposals may be made by means of facsimile or other written communications, provided such modifications or corrections are received by the City prior to the closing time set for receiving proposals. Each correction to proposals must be clearly marked and initialed by the bidder.

The City of Junction City or its representatives reserve the right at any time to request clarification from any or all individuals or entities submitting a proposal.

## **Proposal Deposition**

All materials submitted in response to this RFP will become property of the City of Junction City and will become public record after the proposals are opened and read. The City will not be responsible or liable in any way for any losses that the bidder may suffer from the disclosure of information or materials to third parties.

## **Non-Standard Forms**

Proposals which are not submitted on the forms provided by the City of Junction City or do not adequately address the provisions of this RFP document will be rejected. A proposal in which omissions occur or which has been conditioned by the bidder in a manner that is unacceptable to the City of Junction City will be rejected. Corrections may be made until the proposal opening date, 22 February 2022 at 10:00 A.M. CDT. No corrections may be made after proposal opening.

## **Acceptance or Rejection of Proposals**

The City of Junction City reserves the following rights and options:

- To accept the proposal that is the lowest and/or the best proposal for the City of Junction City.
- To reject any and all non-responsive proposals.
- To reject any incomplete proposals.

- To reject all proposals without cause.
- To issue subsequent requests for new proposals.
- To discontinue its negotiations after commencing negotiations with a finalist, if progress is unsatisfactory, and commence discussions with another bidder.
- To exercise local vendor preference as outlined in Junction City Fiscal Policy dated December 7, 2021.

### **Bidder's Responsibility for Costs**

The City of Junction City will not reimburse any Bidder for any costs involved in the preparation and submission of its proposal, or in contract negotiations. Bidders are responsible for all costs associated with preparing and submitting the RFP.

### **Vendor Viability**

List three of your current comparable customers. Please indicate a) number of years as a customer; and, b) contact names and numbers.

**The following documents must be attached with your bid and made a part of this proposal. Failure to do so will result in an incomplete response:**

1. Entire request for proposal with all requested information.
2. Two (2) original copies of the completed bid sheet.



| <b>NORTH MOWINGS</b> |                                                                                                                      |                     |
|----------------------|----------------------------------------------------------------------------------------------------------------------|---------------------|
| <b>FREQUENCY</b>     | <b>LOCATION</b>                                                                                                      | <b>FEE PER MOW</b>  |
| BI-WEEKLY            | * 514 W 14TH ST - EMPTY LOT                                                                                          | 32. <sup>00</sup>   |
| BI-WEEKLY            | *516 W 14TH ST - EMPTY LOT                                                                                           | 32. <sup>00</sup>   |
| BI-WEEKLY            | * 900-1000 BLOCK OF W 14TH ST NORTH RIGHT-OF-WAY<br>ALONG FENCE - (NORTH OF RATHERT FIELD)                           | 32. <sup>00</sup>   |
| BI-WEEKLY            | * 1008 W 14TH ST - EMPTY LOT                                                                                         | 32. <sup>00</sup>   |
| BI-WEEKLY            | * MOSS CIR ISLAND                                                                                                    | 29. <sup>00</sup>   |
| BI-WEEKLY            | *1100 BLOCK W 14TH ST BRIDGE GUARDRAIL & FENCE -<br>(BOTH SIDES OF STREET)                                           | 29. <sup>00</sup>   |
| BI-WEEKLY            | * WESTWOOD BLVD ISLANDS                                                                                              | 112. <sup>00</sup>  |
| MONTHLY              | DEAD END - (BEL AIR DR & FOGARTY DR)                                                                                 | 36. <sup>00</sup>   |
| BI-WEEKLY            | * RUCKER RD WEST RIGHT-OF-WAY (K-18 HIGHWAY TO<br>WESTWOOD BLVD)                                                     | 128. <sup>00</sup>  |
| BI-WEEKLY            | * K-18 HIGHWAY NORTH RIGHT-OF-WAY (RUCKER RD TO<br>STONE RIDGE DR) & FIRE HYDRANT                                    | 228. <sup>00</sup>  |
| BI-WEEKLY            | * ENTRANCE TO SUTTER WOODS/HIGHLANDS & FOX<br>SPARROW CT ISLAND                                                      | 115. <sup>00</sup>  |
| BI-WEEKLY            | *OLIVIA FARMS POND SIDEWALK AND RIGHT-OF-WAY                                                                         | 112. <sup>00</sup>  |
| BI-WEEKLY            | *RIGHT-OF-WAY NORTH OF 1816 PATRIOT DR FROM CURB<br>TO DRAINAGE DITCH                                                | 32. <sup>00</sup>   |
| BI-WEEKLY            | * SPRING VALLEY ROAD EAST RIGHT-OF-WAY (K-18 HIGH-<br>WAY TO RUCKER ROAD)                                            | 667. <sup>00</sup>  |
| BI-WEEKLY            | * K-57 HIGHWAY EAST & WEST RIGHT-OF-WAY & ISLANDS                                                                    | 1204. <sup>00</sup> |
| BI-WEEKLY            | FIELD - (SOUTH OF WATER TREATMENT PLANT) (25'<br>SWATH AROUND PERIMETER OF FIELD) (ENTIRE FIELD 2<br>TIMES PER YEAR) | 127. <sup>00</sup>  |
| BI-WEEKLY            | AIRPORT (ALL NON-FARMED LAND)                                                                                        | 1075. <sup>00</sup> |
| BI-WEEKLY            | * 1400-1700 BLOCK OF N JACKSON ST WEST RIGHT-OF-<br>WAY & NORTH ALLEY OF 500-600 BLOCK OF W 14TH ST,<br>ALONG FENCE  | 196. <sup>00</sup>  |
| BI-WEEKLY            | * 200 BLOCK OF W 17TH ST EMPTY LOT & DRAINAGE<br>DITCH - (NORTH-EAST CORNER OF W 17TH ST & N ADAMS<br>ST)            | 71. <sup>00</sup>   |
| BI-WEEKLY            | * GRANT AVE ISLANDS                                                                                                  | 229. <sup>00</sup>  |
| BI-WEEKLY            | * GRANT AVE FRONTAGE RD RIGHT-OF-WAY                                                                                 | 104. <sup>00</sup>  |
| BI-WEEKLY            | * COMMONWEALTH DR ISLANDS                                                                                            | 36. <sup>00</sup>   |
| BI-WEEKLY            | * DRAINAGE DITCH E 15TH ST (EAST OF N MONROE ST)                                                                     | 48. <sup>00</sup>   |
| BI-WEEKLY            | * E CHESTNUT ST & INTERSTATE-70 ON & OFF RAMPS                                                                       | 629. <sup>00</sup>  |
| BI-WEEKLY            | *SOUTHWEST OF CRACKER BARREL - EMPTY LOT                                                                             | 109. <sup>00</sup>  |
| BI-WEEKLY            | * 100 BLOCK OF E 7TH ST ANNEXED PARKING LOT - (WEST<br>OF 140 E 7TH ST)                                              | 32. <sup>00</sup>   |
| BI-WEEKLY            | *436 W 11TH ST - EMPTY LOT                                                                                           | 39. <sup>00</sup>   |
| BI-WEEKLY            | * DRAINAGE DITCH - (SOUTH-EAST CORNER OF W 8TH ST<br>& N GARFIELD ST) *                                              | 51. <sup>00</sup>   |
| MONTHLY              | * WATER TOWER - LAWDALE                                                                                              | 86. <sup>00</sup>   |

\* - REQUIRES EDGING

North Mowings Total \$5,652.<sup>00</sup>

| SOUTH MOWINGS |                                                                                                           |                    |
|---------------|-----------------------------------------------------------------------------------------------------------|--------------------|
| FREQUENCY     | LOCATION                                                                                                  | FEE PER MOW        |
| BI-WEEKLY     | * E 6TH ST VIADUCT, NORTH & SOUTH RIGHT-OF-WAY                                                            | 980. <sup>00</sup> |
| BI-WEEKLY     | 600 BLOCK OF E 7TH ST - RIGHT-OF-WAY                                                                      | 68. <sup>00</sup>  |
| BI-WEEKLY     | E 6TH STREET VIADUCT UNDERPASS                                                                            | 104. <sup>00</sup> |
| BI-WEEKLY     | * E ASH ST RIGHT-OF-WAYS (W CHESTNUT ST TO GUNNER RD)                                                     | 338. <sup>00</sup> |
| BI-WEEKLY     | E ASH ST LIFT STATION (SOUTHEAST OF UNION PACIFIC RAILROAD TRACKS)                                        | 58. <sup>00</sup>  |
| BI-WEEKLY     | E ASH ST, WEST OF UNION PACIFIC RAILROAD TRACKS (E ELKS ST TO E ELM ST)                                   | 71. <sup>00</sup>  |
| BI-WEEKLY     | DRAINAGE DITCH - (BETWEEN 100 BLOCK OF E VINE ST & E ELM ST)                                              | 31. <sup>00</sup>  |
| BI-WEEKLY     | * 200-300 BLOCK OF E CHESTNUT ST NORTH AND SOUTH RIGHT-OF-WAY (EAST OF UNION PACIFIC RAILROAD)            | 52. <sup>00</sup>  |
| BI-WEEKLY     | * 136 E 3RD ST - EMPTY LOT                                                                                | 29. <sup>00</sup>  |
| BI-WEEKLY     | * S WASHINGTON ST & INTERSTATE-70 ON & OFF RAMP                                                           | 776. <sup>00</sup> |
| BI-WEEKLY     | GOLDEN BELT BLVD NORTH & SOUTH RIGHT-OF-WAY                                                               | 135. <sup>00</sup> |
| BI-WEEKLY     | * THE BLUFFS - CAROLINE AVE EAST RIGHT-OF-WAY (GOLDEN BELT BLVD TO 1400 BLOCK OF CAROLINE AVE)            | 123. <sup>00</sup> |
| BI-WEEKLY     | ST. MARY'S RD WEST RIGHT-OF-WAY (WEST OF CHURCH TO INTERSTATE-77) (25' SWATH)                             | 75. <sup>00</sup>  |
| BI-WEEKLY     | * 1000-1100 BLOCK OF SOUTHWIND DR EAST RIGHT-OF-WAY (CENTRAL NATIONAL BANK TO 1169 SOUTHWIND DR)          | 181. <sup>00</sup> |
| BI-WEEKLY     | * SANDUSKY DR RIGHT-OF-WAY (LACY DR TO SUB-DIVISION LINE)                                                 | 170. <sup>00</sup> |
| BI-WEEKLY     | * INDUSTRIAL ST RIGHT-OF-WAY                                                                              | 128. <sup>00</sup> |
| BI-WEEKLY     | * LACY DR SOUTH RIGHT-OF-WAY                                                                              | 78. <sup>00</sup>  |
| BI-WEEKLY     | * NORTH & SOUTH LACY DR RIGHT-OF-WAY (NEAR FIRE STATION #2)                                               | 54. <sup>00</sup>  |
| BI-WEEKLY     | * FIELD - (WEST OF FIRE STATION #2) (25' SWATH AROUND PERIMETER OF FIELD) (ENTIRE FIELD 2 TIMES PER YEAR) | 63. <sup>00</sup>  |
| MONTHLY       | * NORTH EAST VACANT CORNER LOT OF LACY DRIVE AND S SPRING VALLEY RD                                       | 32. <sup>00</sup>  |
| BI-WEEKLY     | * S SPRING VALLEY ROAD EAST RIGHT-OF-WAY (FIRE STATION #2 SIDE AND VACANT LOT NORTH OF)                   | 184. <sup>00</sup> |
| BI-WEEKLY     | * STRAUSS BLVD ISLANDS & RIGHT-OF-WAYS                                                                    | 153. <sup>00</sup> |
| BI-WEEKLY     | * TOM NEAL IND PARK - ETHAN DR RIGHT-OF-WAYS                                                              | 161. <sup>00</sup> |
| BI-WEEKLY     | * VALLEY DR ISLANDS                                                                                       | 86. <sup>00</sup>  |
| BI-WEEKLY     | * WATER TOWER - ASH STREET                                                                                | 64. <sup>00</sup>  |
| BI-WEEKLY     | * CHADWICK COURT AREA RIGHT-OF-WAY (NORTH OF 605 CHADWICK CT)                                             | 41. <sup>00</sup>  |
| BI-WEEKLY     | * HOLLY LN ISLAND                                                                                         | 41. <sup>00</sup>  |
| BI-WEEKLY     | * MEADOW LN EAST RIGHT-OF-WAY TO GARFIELD ST                                                              | 45. <sup>00</sup>  |
| BI-WEEKLY     | * WATER TOWER - SPRUCE STREET                                                                             | 138. <sup>00</sup> |
| BI-WEEKLY     | * 600 BLOCK OF WASH ST & NORTH OF HIGHLAND CEMETARY - EMPTY LOTS                                          | 45. <sup>00</sup>  |
| BI-WEEKLY     | 400-500 BLOCK EASEMENT BETWEEN MAPLE ST & SKYLINE                                                         | 45. <sup>00</sup>  |
| BI-WEEKLY     | * 600 BLOCK OF SKYLINE DR SOUTH RIGHT-OF-WAY                                                              | 45. <sup>00</sup>  |

\* - REQUIRES EDGING

South Mowings Total \$4,594.<sup>00</sup>

10% off until clear

| <b>VACANT STREET MOWINGS</b> |                                 |                    |
|------------------------------|---------------------------------|--------------------|
| <b>FREQUENCY</b>             | <b>LOCATION</b>                 | <b>FEE PER MOW</b> |
| 3 PER YEAR                   | DOC HARGREAVES 2                | 131.10             |
| 3 PER YEAR                   | TURKEY HOLLOW REPLAT OF BLK 2   | 128.00             |
| 3 PER YEAR                   | TURKEY HOLLOW ADDITION          | 131.10             |
| 3 PER YEAR                   | PRAIRIE RIDGE ADD UNIT NO 1     | 131.10             |
| 3 PER YEAR                   | PRAIRIE RIDGE ADD UNIT NO 2     | 296.70             |
| 3 PER YEAR                   | OLIVIA FARMS 2ND ADD            | 230.00             |
| 3 PER YEAR                   | OLIVIA FARMS                    | 234.60             |
| 3 PER YEAR                   | OLIVIA FARMS 3RD ADD            | 36.00              |
| 3 PER YEAR                   | SUTTER HIGHLANDS SUBDIVISION    | 248.40             |
| 3 PER YEAR                   | SUTTER WOODS SUBDIVISION        | 269.10             |
| 3 PER YEAR                   | MANN'S RANCH ADDITION UNIT NO 1 | 172.50             |
| 3 PER YEAR                   | MANN'S RANCH ADDITION UNIT NO 2 | 172.50             |
| 3 PER YEAR                   | DEER CREEK ADD                  | 131.10             |
| 3 PER YEAR                   | DEER CREED ADD 2                | 144.90             |
| 3 PER YEAR                   | DEER CREEK ADD 3                | 248.40             |
| 3 PER YEAR                   | HICKORY HILL REPLAT LOT 1 BLK 5 | 193.20             |

\* - REQUIRES EDGING

\*8' Strip from back of curb. If sidewalk is present, 15' strip from back of curb\*

\*Intersections of ALL Vacant Streets, 25' of all corners\*

Vacant Lot Total \$2,898.<sup>70</sup>

| <b>WATER &amp; WASTEWATER MOWINGS</b> |                                        |              |                    |
|---------------------------------------|----------------------------------------|--------------|--------------------|
| <i>FREQUENCY</i>                      | <i>LOCATION</i>                        | <i>MOWED</i> | <i>FEE PER MOW</i> |
| BI-WEEKLY                             | * WATER TREATMENT PLANT                |              | 712. <sup>00</sup> |
| BI-WEEKLY                             | * EAST WASTEWATER TREATMENT PLANT      |              | 412. <sup>00</sup> |
| BI-WEEKLY                             | * SOUTHWEST WASTEWATER TREATMENT PLANT |              | 122. <sup>00</sup> |

\* - REQUIRES EDGING

Water & Wastewater Mowings Total 1246<sup>00</sup>

### Bid Sheet

Company Name Munie Greencare Professionals

Address 1000 Milburn School Rd  
Caseyville IL 62232

Phone Number 618-781-0139

Principal: Joseph Munie

Title: President

Total Bid Amount \$ 20,196.<sup>70</sup>

Attachments for bid: Reference List, Certifications, Warranty, Specialized Equipment, anticipated date of project completion proposed sketch and plans



Junction City - Public Property - 2023

Start Date: April 17

National Account Manager

Contact: Clare Munie

Email: [claremunie@muniegreencare.com](mailto:claremunie@muniegreencare.com)

1000 Milburn School Road

Caseyville, Illinois 62232

[www.muniegreencare.com](http://www.muniegreencare.com)

Our References

International Hotel Group - Beth Lohman - [Beth.Lohman@ihg.com](mailto:Beth.Lohman@ihg.com) - 10 Years +

Word Wide Technology Raceway - Scott Winter - 4 Years - 217 -766 -9636

Commercial Property Management (CPM) - Kristi Pulcher - 618-420-6899 ext. 437

Equipment

4 - 72" Zero Turn Mowers

1 - 61" Stand Up

2 - 36" Stand Up

2 - 96" Zero Turn Mower

5 - String Trimmers

3 - Edgers

5 - Leaf Blowers

1 - Tractor with 12' Pull Behind, 16' Pull Behind

2 - Crew Trucks with Trailers

1 - Manager Truck

Thank you!

Clare Munie



GREENCARE PROFESSIONALS

Munie Outdoor Services, Inc dba Munie Greencare Professionals • 1000 Milburn School Road • Caseyville, IL 62232

618-624-5005 • [rhahn@muniegreencare.com](mailto:rhahn@muniegreencare.com)

[www.muniegreencare.com](http://www.muniegreencare.com)

**City of Junction City, Kansas**



**NOTICE INVITING PROPOSALS FOR CONTRACT MOWING-  
PUBLIC AREAS**

**BID NO. – PR 23-001**

Date Issued:  
**March 14, 2023**

Response Deadline:  
**March 27, 2023 at 10:00 A.M. CDT**

## **Bid Objectives**

This Request for Proposal (“RFP”) addresses the City of Junction City’s desire to contract Public Areas Mowing throughout Junction City, KS for 2023 with an option for 2024 if exercised no later than December 31, 2023 by the City of Junction City. A **mandatory pre-bid meeting** and will be held on Thursdy, March 23, 2023 at 10:00am at the Building and Codes office, located at the Municipal Building at 700 N. Jefferson, Junction City, Kansas.

## **Bids must meet the following objectives:**

Bid entire areas under North Mowings, South Mowings, and Vacant Streets to include mowing, trimming/edging as scheduled per mowing frequency as specified in attached spreadsheet. Mowing can begin April 17, 2023 and shall end October 21, 2023.

## **TECHNICAL SPECIFICATIONS SECTION A - MOWING AND TRIMMING**

### **1. SCOPE OF CONTRACT**

a. The services to be furnished under this contract shall consist of furnishing all equipment and labor necessary for mowing and trimming of public use areas, City property, and blight order areas, as required, pursuant to an agreement with the City of Junction City. The Contractor shall commence mowing each work week after receipt of the written mowing order and shall complete the work within the period of time specified. Areas to be serviced, types of services; estimated acreage and minimum number of mowings, are shown in Tables I, II and III. Exact limits of mowing (and trimmings) shall be as directed by the Parks and Recreation Director or the designated representative for the project.

b. The frequency of mowings per location is listed on the Bid Form of the mowing contract for purposes of helping the Contractor estimate the number of man-hours and equipment to be expended on this contract. The City



reserves the right to order any single bid unit individually, or any combination of bid units per order, up to and including all bid items be mowed on a more frequent or less frequent schedule than shown herein. One work day shall be deemed to mean nine (9) man-hours for the purposes of this specification.

c. All mowing, trimming, and edging shall be completed in an area prior to moving to another area. Work will not be permitted on Saturdays, Sundays, or holidays unless this restriction is specifically waived in writing by the Parks and Recreation Director or their designated representative.

d. The mowing for Part III, Vacant Streets, shall involve two parts. Part I shall include the mowing of the intersection's areas of a 25 foot corner clearance triangle area at each intersection within the noted subdivision. The unit price paid will be for each corner clearance area mowed. Part II shall be for the mowing of a eight (8) foot strip from back of curb along both sides of the street within each subdivision noted, if a sidewalk is present, mowing of a (15) foot strip from back of curb. If vacant lot is located next to a developed lot, mowing of full vacant lot is required. The unit price paid will be for each subdivision mowed. The use of a brush hog mower will be permitted for this section of the contract only. No additional costs for the removal and/ or cutting of small trees, brush, materials which are needed to be mowed as part of the strip area shall be provided. Mowed clippings shall be removed from the street areas through either blowers or swept.

e. Work will not begin prior to 7:00 A.M., nor start a new parcel after 5:00 P.M.

f. Tractor mowers or riding mowers shall mow to within, but not closer than, twenty-four (24) inches plus/minus six (6) inches to the trunk of any tree, bush, or shrub, nor closer than twelve (12) inches plus/minus six inches to any inanimate objects such as walls, posts, signs, park equipment, or other such objects. Mowing will not be permitted when the ground is so wet that the mowing operations cause rutting or otherwise disturb existing turf. Tractors shall be operated in such a manner as to protect the sod from being torn by the tractor wheels on turns.

## **2. TRIMMING**

a. All trimming shall be accomplished both simultaneously, or immediately following mowing, and in all instances shall be completed prior to leaving the

site. Power hand mowers, trimmers, etc., will be utilized to complete the mowing and trimming around trees, bushes, shrubs, building and other objects. EXCEPT that power hand mowers will mow no closer than two (2) inches to the trunk of any tree, bush, or shrub. Other objects will not be bumped or scraped by mowers. Trimming will NOT be required closer than two (2) inches around the trunks of tree, bushes, or shrubs; however, trimming around building and inanimate objects will be accomplished to the last blade of grass. Tables and other movable objects shall be moved and the area around and under such objects shall be mowed and/or trimmed. Following trimming, such objects shall be returned to their original positions.

### **3. EQUIPMENT**

a. Mowers shall be tractor mounted rotary or flail type, equipped with adjustable side-mounted skids, and capable of producing a smooth even cut, with a cutting height adjustable from 2 to 12 inches. Blades will be sharpened and/or replaced often enough to assure smooth grass cut. All mowers shall be equipped and maintained with safety chains, discharge deflection devices, and/or other approved safety devices to prevent accidental damage or injury from objects thrown by mowers. Tractors shall be equipped with an approved roll-over protection system. Trimming equipment shall consist of power and hand mower, "weed-eater" or other type power trimmers, weed whips, and other equipment and tools as may be appropriate for the task. All mowing and trimming equipment shall be of sufficient size and number to accomplish the work required in the time allowed.

NOTE: EQUIPMENT BREAKDOWN SHALL NOT RELIEVE THE CONTRACTOR OF THE RESPONSIBILITY OF PERFORMING THE WORK AS SPECIFIED. It shall be the responsibility of the Contractor to assure that he has, or can obtain on short notice, sufficient backup equipment to continue the contract as specified, without interruption in the event of mechanical failure.

b. Specialized equipment may be required to accomplish the required mowing in some areas. Areas to be serviced under this contract consist of mowing up to 1 on 2 slope, for which equipment having a low center of gravity and good stability may be required.

### **4. WORKMANSHIP**

a. The services required by this contract shall be performed in a strictly first-class manner. The Contractor shall designate in writing, a responsible member of each work crew who shall serve as a contact for matters involving quality, performance or non-performance of the required work assigned to that crew. The employee(s) designated in accordance with the above requirement shall be qualified and fully competent with full authority to act for, and on behalf of the Contractor as necessary to ensure that the work as described herein is performed in accordance with specifications. The Contractor shall furnish the above written designation to the Parks and Recreation Director no later than the first day of the contract. The designations shall include the name(s), address (es) and telephone number(s) of the individual(s) that he intends to assign to this work. The Parks and Recreation Director reserves the right to disapprove any individual whom he considers to be incompetent to perform the work required. Such disapproval will be given to the Contractor by written notice.

b. All mowing of areas designated as weekly mowings will be cut to a length not to exceed three (3) inches. All mowing of areas designated as bi-weekly mowings will be cut to a length not to exceed two (2) inches. All mowings designated as monthly mowings will be cut to a length not to exceed two (2) inches. Part III, Vacant Streets mowings will be cut to a length of four (4) inches.

c. All mowers shall be mulching mowers unless other equipment is approved by the Parks and Recreation Director.

d. After mowing, all areas bordering concrete (walks, driveways, curbs, etc.) shall be edged with a blade edger designed specifically for this purpose. Edging shall be performed in all areas upon completion of the first mowing and every other mowing thereafter. Properties to be edged are designated by an ★ in the property list. Mowed clippings shall be removed from the street areas through either blowers or swept.

f After mowing, areas serviced under this contract shall present a neat, well cared for, evenly mowed appearance, free from unmowed strips or scalping. All pavements shall be blown clear of all grass clippings. The Contractor shall include sweeping, picking up trash, and removing grass growing in curbing, sidewalk cracks, and gutter pans. The Contractor is also responsible for a neatly trimmed appearance as part of the first-class workmanship in the public areas.

f. Mowing shall be accomplished so that grass clippings are distributed evenly and not left in clumps or windrows.

g. All mowing, trimming, and edging shall be completed in any one area, prior to moving to another area. All trimming shall be accomplished either simultaneously or immediately following mowing.

## **5. CONTRACTOR PERSONNEL**

All contractor personnel shall be fully clothed at all times while performing the services of this contract. "Fully clothed" shall be deemed to mean that a shirt (or T-shirt), trousers, and shoes shall be worn at all times. Reflective vests must be worn while working on state (KDOT) rights-of-way. Highly visible "Reflective Yellow" shirts or vests shall be worn when working within City rights-of-way.

## **6. DAMAGE TO PUBLIC PROPERTY**

a. Extreme care shall be exercised when mowing around trees, bushes, and other objects; to insure that mowing equipment does not come in contact with that object. All costs of repair or replacement will be borne by Contractor. The City of Junction City will make all repairs and bill Contractor. Scalping or tearing up of turf areas will be charged to Contractor at a cost not to exceed \$25.00 per scalp. Any tree damage new or old tree will be charged back to Contractor to make repairs or replace said tree. All trees will be inspected before start of mowing season to identify any problems and to insure compliance with these specifications.

b. Any visible damage to property must be reported to Contact Person before mowing commences. Failure to do so could render the Contractor liable for any damages incurred.

## **7. SAFETY AND HEALTH REQUIREMENTS**

a. In order to provide safety controls for protection to the life and health of employees and other persons; for prevention of damage to property, materials, supplies, and equipment; and for avoidance of work interruptions in the performance of this contract, the Contractor shall comply with all pertinent State, Local, and Federal Regulations in force and will take or

cause to be taken such additional measures as the Parks and Recreation Director may determine to be reasonable and necessary for the purpose.

b. The Contractor's tractors and other slow-moving equipment shall be equipped with the slow moving vehicle sign, and international orange flag at least 18 inches square attached to a spring-mounted staff at least 18 inches above the top of the vehicle, but in no case less than 9 feet above ground level.

c. The Contractor will take such measures as necessary to protect the public and private property from foreign material thrown from rotary mowers and other rotating equipment while operating in public use areas and on public roadways.

d. Any injury, property damage, act of vandalism or equipment malfunction will be immediately reported to the Parks and Recreation Director.

## **8. INSURANCE**

The Contractor must maintain liability insurance in the amount of \$100,000 Combined Single Limit Liability, or an amount otherwise approved by the City.

## **9. NOTICE TO PROCEED**

The Contractor shall meet with the Parks and Recreation Director or their designee assigned to the given area prior to initiating any work on a property designated for mowing. The Parks and Recreation Director or their designee will identify the area to be mowed and will check the work at completion. No payment for mowing will be made without approval by the Parks and Recreation Director or their designee that the area has been according to his/her direction.

## **10. ADDITIONS AND DELETIONS**

The City will have the option to add or delete properties on the property list.

**TECHNICAL SPECIFICATIONS**  
**SECTION B - CONTRACT ADMINISTRATION**

**1. PAYMENT**

a. Payment will be made by the City Treasurer within 30 days after receipt and verification of proper invoices and receiving the signed daily reports. Invoices should be submitted to the Parks and Recreation Department, 2307 N. Jackson, Junction City, KS 66441

Failure on the part of the Contractor to perform the work as specified will result in withholding of payment for the portion(s) of work not accomplished. Failure on the part of the Contractor which necessitates performance of any specified service by City forces will result in the additional withholding of the following amounts from any payment due the Contractor.

|                                      |                      |         |
|--------------------------------------|----------------------|---------|
| Mowing with one tractor and operator | First Hour           | \$75.00 |
| Roadside of Public Property Area     | Each Additional Hour | \$40.00 |
| Perform trimming (per 2-person crew) | First Hour           | \$75.00 |
|                                      | Each Additional Hour | \$40.00 |

The above rates represent an estimate of the actual City cost to mobilize a work force and equipment, travel to the site, and perform the work on a one-time intermittent basis.

b. In addition to the above remedies for non-performance the City may, without prejudice to any right or remedy, terminate the employment of Contractor and complete the Contract by whatever methods it may deem expedient. In such case, the Contractor shall be liable to the City for all excess cost sustained by the City because of such completion including any additional legal or bid-letting costs therefore. In such case, the Contractor shall not be entitled to receive further payment.

**2. DISPUTES**

The Contractor shall direct all questions, directly to the Parks and Recreation Director or their designee. Discrepancies or complaints must be submitted, in writing, to the Parks and Recreation Director, or their designee whose responsibility it is to resolve such issues. The Parks and Recreation Director or their designee will issue a response within 24 hours. If discrepancy or complaint is not resolved to Contractor's satisfaction, Contractor must submit



to the Parks and Recreation Director, in writing, details of the discrepancy or complaint still unresolved. The Parks and Recreation Director will be the final arbitrator of the matter in question.

## **TECHNICAL SPECIFICATIONS SECTION C - CONTRACTOR PERFORMANCE**

### **1. DEFICIENT PERFORMANCE**

With regard to the services required herein, if it becomes apparent to the City during the Contractor's performance under the contract that the required mowing, trimming, and edging services may not be completed in the listed City Public Property Areas within the time frame required by the Technical Specifications and references herein, the City Inspector may require the Contractor to provide additional labor and equipment at no additional cost to the City. Such direction will be issued to insure that the mowing and/or trimming services will be completed in each area as specified in the Technical Specifications and the references herein.

### **2. PERIOD OF CONTRACT**

The contract for Public Property (Part I and II) shall become effective (start) on April 17, 2023 and shall continue in full force and effect until (including) October 20, 2023.

### **3. COORDINATION**

a. This contract includes a copy of the inspection approval form to be completed by the contact person and the CONTRACTOR to avoid conflicts regarding whether or not an area of "regular" mowing has actually been mowed, THE CONTRACTOR and the assigned Parks and Recreation Director or their designee shall both complete the form included as part of this contract.

This form shall be completed on the day the work was accomplished and shall be initialed by the CONTRACTOR, or their representative, and by the Inspector where indicated prior to leaving the mowing site.

#### **4. PENALTIES**

The Contractor shall be assessed a penalty for using Brush Hogs in unauthorized area. First violation the Contractor shall be notified by the Parks and Recreation Director or their designee and charged a fee not to exceed \$100.00. This will be paid in the form of a deduction from the contract for damaged property. Second and subsequent violations shall be assessed a fee not to exceed \$250.00 upon written notice to the contractor to be collected as stated above.

### **TECHNICAL SPECIFICATIONS SECTION D - SPECIAL PROVISIONS**

#### **1. SUBCONTRACTS**

- a. As used in this contract, the term "subcontractor" included but is not limited to purchase order, changes, and/or modifications thereto.
- b. The Contractor shall notify the Parks and Recreation Director or their designee reasonably in advance of entering into any subcontract if the Contractor's procurement system has not been approved by the Parks and Recreation Director or their designee and if the Subcontract:
  - i) Intends to hire a subcontractor and/or acquire additional equipment to insure compliance with the intent of this contract.
  - ii) Is to be a cost-reimbursement, time and materials, or labor-hour contract which it is estimated will involve an amount in excess of ten thousand dollars (\$10,000) including any fee:
  - iii) Is proposed to exceed one thousand dollars (\$1,000); or
  - iv) Is one of a number of subcontracts, under this contract, with a single subcontractor for the same or related supplies or services which, in the aggregate are expected to exceed one thousand dollars (\$1,000).
- c. The Contractor shall not enter into any subcontract for which advance notification to the Parks and Recreation Director or their designee is required by this clause, without the prior written consent of the Parks and Recreation Director; PROVIDED that the Parks and Recreation Director or their designee in their discretion, may ratify in writing any subcontract. Such ratification shall constitute the consent of the Parks and Recreation Director or their designee required by this paragraph.



d. Neither consent by the Parks and Recreation Director or their designee to any subcontract or to any provisions thereof nor approval of the Contractor's procurement system shall be construed to be a determination: (i) of the acceptability of any subcontract terms or condition, (ii) of the acceptability of any subcontract price of any amount paid under any subcontract, or (iii) to relieve the Contractor of any responsibility for performing this contract; unless such approval or consent specifically provides otherwise.

e. The Contractor agrees that no subcontract placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis.

## **2. ACCIDENT PREVENTION**

a. In order to provide safety control for protection to the life and health of employees and other persons; for prevention of damage to property, materials, supplies, and equipment; and for avoidance of work interruptions in the performance of this contract, the Contractor shall comply with all manufacturers safety provisions for equipment, and will also take or cause to be taken such additional measures as the Parks and Recreation Director may determine to be reasonably necessary for the purpose.

b. The Parks and Recreation Director or their designee will notify the Contractor of any noncompliance with the foregoing provisions and the action to be taken. The Contractor shall, after receipt of such notice, immediately take corrective action. Such notice, when delivered to the Contractor or their representative at the site of the work, shall be deemed sufficient for the purpose. If the Contractor fails or refuses to comply properly, the Parks and Recreation Director may issue an order stopping all or part of the work until satisfactory corrective action has been taken. Not part of the time lost due to any such stop orders shall be made the subject of claim for extension of time or for excess cost or damages by the Contractor.

## **3. INSURANCE**

a. The Contractor shall secure and maintain insurance throughout the duration of this contract of such types and in such amounts as may be necessary to protect themselves and the interest of the Owner against all hazards or risks of loss and hereinafter specified. The form and limits of such insurance, together with the underwriter thereof in each case, shall be approved by the Owner but regardless of such approval it shall be the responsibility of the Contractor to maintain adequate insurance coverage at

all times. Failure of the Contractor to maintain adequate coverage shall not relieve him of any contractual responsibility or obligation.

b. Workmen Compensation and Employer's Liability. This insurance shall protect the Contractor against all claims under applicable state workmen compensation laws. The Contractor shall also be protected against claims for injury, disease, or death of employees which, for any reason, may not fall within the provisions of a workmen compensation law. This policy shall include an "all states" endorsement.

The liability limits shall not be less than the following:

|                      |           |
|----------------------|-----------|
| Workmen Compensation | Statutory |
| Employer's Liability | \$100,000 |

In case any class of employees engaged in hazardous work under this contract at the site of the project is not protected under Workmen Compensation statute, the Contractor shall provide, and shall cause each subcontractor to provide adequate and suitable insurance for the protection of their employees not otherwise protected.

c. Comprehensive Automobile Liability. This insurance shall be written in comprehensive form and shall protect the Contractor against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicles licensed for highway use, whether they are owned, non-owned, or hired.

The liability limits shall not be less than the following:

|                 |                                 |
|-----------------|---------------------------------|
| Bodily Injury   | \$500,000 combined single limit |
| Property Damage | \$100,000 each occurrence       |

d. Comprehensive General Liability. This insurance shall be written in comprehensive form and shall protect the Contractor against any claims arising from injuries to members of the public or damage to property of others arising out of any act or omission of the Contractor or their agents, employees, or subcontractors, with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. All property damaged shall be repaired or replaced to a condition immediately prior to the time of damage, and to the satisfaction of the City. All loss or damage arising out of the nature of the work to be done, or from the action of the elements, or from floods or overflows, or from ground water, or from unusual obstruction or

difficulties or any other natural or existing circumstances either known or unforeseen, which may be encountered in the prosecution of the said work shall be sustained and borne by the Contractor at its own cost and expense. The City shall be a named insured on such policies. Satisfactory certificates of insurance shall be filed with the City prior to starting any construction work on this Contract. The certificates shall state that written notice will be given to the City before any policy coverage thereby is changed or canceled.

### **Queries and Primary Contact Person**

All inquiries about this RFP must be made in written form, via U.S. Postal Service, or email, to the primary point of contact for response by Tuesday March 23, 2023 at 5:00 p.m.

Name: Joshua Gray, Interim Director of Parks & Recreation  
Address: 2307 N Jackson street  
Junction City, KS 66441  
Email: joshua.gray@jcks.com  
Phone: 785-210-4006

Responses to questions or comments provided by any other person, employee, or City office concerning the RFP will not be valid and will not bind the City of Junction City. All inquiries for information and responses will be available for review by all respondents.

### **Term of Contract**

RFP must be submitted which includes a fixed price for the requested service(s).

Contract shall start April 17, 2023, ending October 20, 2023. Option for 2024 to be exercised no later than December 31, 2024.

Vendor shall at all times during the term of the agreement carry, maintain, and keep in full force and effect, a policy or policies of Workmen Compensation Insurance meeting established statutory requirements.

## Proposal Schedule

|    | Date           | Action                                                                                   |
|----|----------------|------------------------------------------------------------------------------------------|
| 1. | March 14, 2023 | RFP released.                                                                            |
| 2. | March 27, 2023 | Sealed Bids Due by 10:00 A.M. CDT<br>Public Bid Opening 10:00 A.M                        |
| 3. | April 4, 2023  | Bid Decided and Potentially Awarded by City<br>Commission (If required by fiscal policy) |

## Deadline for Proposals

A sealed bid must be received by the City of Junction City Kansas, at the City Clerk's Office 700 N Jefferson Junction City, KS 66441, not later than 10:00 A.M. CDT on March 12, 2023.

The sealed bid package should be clearly marked as follows:

PROPOSAL FOR: CONTRACT MOWING- PUBLIC AREAS

BID NO. – PR 23-002

ATTENTION: Tammy Melton, City Clerk

Proposals and all conditions therein shall remain effective for at least sixty (60) days from proposal submission date. A complete response to the RFP shall contain two (2) original copies.

## **Proposal Correction or Withdrawal of Proposal Prior to Opening**

Any proposal may be withdrawn or modified by written request of the bidder provided such request is received by the City of Junction City by the deadline and at the address given above and the RFP has not been opened and read aloud. Modifications received after the due date and time will not be allowed. Modifications or corrections of proposals may be made by means of facsimile or other written communications, provided such modifications or corrections are received by the City prior to the closing time set for receiving proposals. Each correction to proposals must be clearly marked and initialed by the bidder.

The City of Junction City or its representatives reserve the right at any time to request clarification from any or all individuals or entities submitting a proposal.

## **Proposal Deposition**

All materials submitted in response to this RFP will become property of the City of Junction City and will become public record after the proposals are opened and read. The City will not be responsible or liable in any way for any losses that the bidder may suffer from the disclosure of information or materials to third parties.

## **Non-Standard Forms**

Proposals which are not submitted on the forms provided by the City of Junction City or do not adequately address the provisions of this RFP document will be rejected. A proposal in which omissions occur or which has been conditioned by the bidder in a manner that is unacceptable to the City of Junction City will be rejected. Corrections may be made until the proposal opening date, 22 February 2022 at 10:00 A.M. CDT. No corrections may be made after proposal opening.

## **Acceptance or Rejection of Proposals**

The City of Junction City reserves the following rights and options:

- To accept the proposal that is the lowest and/or the best proposal for the City of Junction City.
- To reject any and all non-responsive proposals.
- To reject any incomplete proposals.

- To reject all proposals without cause.
- To issue subsequent requests for new proposals.
- To discontinue its negotiations after commencing negotiations with a finalist, if progress is unsatisfactory, and commence discussions with another bidder.
- To exercise local vendor preference as outlined in Junction City Fiscal Policy dated December 7, 2021.

### **Bidder's Responsibility for Costs**

The City of Junction City will not reimburse any Bidder for any costs involved in the preparation and submission of its proposal, or in contract negotiations. Bidders are responsible for all costs associated with preparing and submitting the RFP.

### **Vendor Viability**

List three of your current comparable customers. Please indicate a) number of years as a customer; and, b) contact names and numbers.

**The following documents must be attached with your bid and made a part of this proposal. Failure to do so will result in an incomplete response:**

1. Entire request for proposal with all requested information.
2. Two (2) original copies of the completed bid sheet.

| NORTH MOWINGS            |                                                                                                                      |                     |
|--------------------------|----------------------------------------------------------------------------------------------------------------------|---------------------|
| FREQUENCY                | LOCATION                                                                                                             | FEE PER MOW         |
| BI-WEEKLY                | * 514 W 14TH ST - EMPTY LOT                                                                                          | 35. <sup>00</sup>   |
| BI-WEEKLY                | * 516 W 14TH ST - EMPTY LOT                                                                                          | 35. <sup>00</sup>   |
| BI-WEEKLY                | * 900-1000 BLOCK OF W 14TH ST NORTH RIGHT-OF-WAY<br>ALONG FENCE - (NORTH OF RATHERT FIELD)                           | 35. <sup>00</sup>   |
| BI-WEEKLY                | * 1008 W 14TH ST - EMPTY LOT                                                                                         | 35. <sup>00</sup>   |
| BI-WEEKLY                | * MOSS CIR ISLAND                                                                                                    | 35. <sup>00</sup>   |
| BI-WEEKLY                | * 1100 BLOCK W 14TH ST BRIDGE GUARDRAIL & FENCE -<br>(BOTH SIDES OF STREET)                                          | 35. <sup>00</sup>   |
| BI-WEEKLY                | * WESTWOOD BLVD ISLANDS                                                                                              | 100. <sup>00</sup>  |
| MONTHLY                  | DEAD END - (BEL AIR DR & FOGARTY DR)                                                                                 | 35. <sup>00</sup>   |
| BI-WEEKLY                | * RUCKER RD WEST RIGHT-OF-WAY (K-18 HIGHWAY TO<br>WESTWOOD BLVD)                                                     | 100. <sup>00</sup>  |
| BI-WEEKLY                | * K-18 HIGHWAY NORTH RIGHT-OF-WAY (RUCKER RD TO<br>STONE RIDGE DR) & FIRE HYDRANT                                    | 80. <sup>00</sup>   |
| BI-WEEKLY                | * ENTRANCE TO SUTTER WOODS/HIGHLANDS & FOX<br>SPARROW CT ISLAND                                                      | 35. <sup>00</sup>   |
| BI-WEEKLY                | * OLIVIA FARMS POND SIDEWALK AND RIGHT-OF-WAY                                                                        | 90. <sup>00</sup>   |
| BI-WEEKLY                | * RIGHT-OF-WAY NORTH OF 1816 PATRIOT DR FROM CURB<br>TO DRAINAGE DITCH                                               | 70. <sup>00</sup>   |
| BI-WEEKLY                | * SPRING VALLEY ROAD EAST RIGHT-OF-WAY (K-18 HIGH-<br>WAY TO RUCKER ROAD)                                            | 161. <sup>00</sup>  |
| BI-WEEKLY                | * K-57 HIGHWAY EAST & WEST RIGHT-OF-WAY & ISLANDS                                                                    | 560. <sup>00</sup>  |
| BI-WEEKLY                | FIELD - (SOUTH OF WATER TREATMENT PLANT) (25'<br>SWATH AROUND PERIMETER OF FIELD) (ENTIRE FIELD 2<br>TIMES PER YEAR) | 210. <sup>00</sup>  |
| BI-WEEKLY                | AIRPORT (ALL NON-FARMED LAND)                                                                                        | 1700. <sup>00</sup> |
| BI-WEEKLY                | * 1400-1700 BLOCK OF N JACKSON ST WEST RIGHT-OF-<br>WAY & NORTH ALLEY OF 500-600 BLOCK OF W 14TH ST,<br>ALONG FENCE  | 75. <sup>00</sup>   |
| BI-WEEKLY                | * 200 BLOCK OF W 17TH ST EMPTY LOT & DRAINAGE<br>DITCH - (NORTHEAST CORNER OF W 17TH ST & N ADAMS<br>ST)             | 50. <sup>00</sup>   |
| BI-WEEKLY                | * GRANT AVE ISLANDS                                                                                                  | 150. <sup>00</sup>  |
| BI-WEEKLY                | * GRANT AVE FRONTAGE RD RIGHT-OF-WAY                                                                                 | 136. <sup>00</sup>  |
| BI-WEEKLY                | * COMMONWEALTH DR ISLANDS                                                                                            | 35. <sup>00</sup>   |
| BI-WEEKLY                | * DRAINAGE DITCH E 15TH ST (EAST OF N MONROE ST)                                                                     | 40. <sup>00</sup>   |
| BI-WEEKLY                | * E CHESTNUT ST & INTERSTATE-70 ON & OFF RAMPS                                                                       | 175. <sup>00</sup>  |
| BI-WEEKLY                | * SOUTHWEST OF CRACKER BARREL - EMPTY LOT                                                                            | 70. <sup>00</sup>   |
| BI-WEEKLY                | * 100 BLOCK OF E 7TH ST ANNEXED PARKING LOT - (WEST<br>OF 140 E 7TH ST)                                              | 50. <sup>00</sup>   |
| BI-WEEKLY                | * 436 W 11TH ST - EMPTY LOT                                                                                          | 35. <sup>00</sup>   |
| BI-WEEKLY                | * DRAINAGE DITCH - (SOUTH-EAST CORNER OF W 8TH ST<br>& N GARFIELD ST) *                                              | 35. <sup>00</sup>   |
| MONTHLY                  | * WATER TOWER - LAWDALE                                                                                              | 100. <sup>00</sup>  |
| * - REQUIRES EDGING BI-W |                                                                                                                      | 100. <sup>00</sup>  |

Blue Jay Way

North Mowings Total \$ 4,402.<sup>00</sup>



| SOUTH MOWINGS |                                                                                                           |                    |
|---------------|-----------------------------------------------------------------------------------------------------------|--------------------|
| FREQUENCY     | LOCATION                                                                                                  | FEE PER MOW        |
| BI-WEEKLY     | * E 6TH ST VIADUCT, NORTH & SOUTH RIGHT-OF-WAY                                                            | 190. <sup>00</sup> |
| BI-WEEKLY     | 600 BLOCK OF E 7TH ST - RIGHT-OF-WAY                                                                      | 40. <sup>00</sup>  |
| BI-WEEKLY     | E 6TH STREET VIADUCT UNDERPASS                                                                            | 38. <sup>00</sup>  |
| BI-WEEKLY     | * E ASH ST RIGHT-OF-WAYS (W CHESTNUT ST TO GUNNER RD)                                                     | 175. <sup>00</sup> |
| BI-WEEKLY     | E ASH ST LIFT STATION (SOUTHEAST OF UNION PACIFIC RAILROAD TRACKS)                                        | 40. <sup>00</sup>  |
| BI-WEEKLY     | E ASH ST. WEST OF UNION PACIFIC RAILROAD TRACKS (E ELKS ST TO E ELM ST)                                   | 40. <sup>00</sup>  |
| BI-WEEKLY     | DRAINAGE DITCH - (BETWEEN 100 BLOCK OF E VINE ST & E ELM ST)                                              | 40. <sup>00</sup>  |
| BI-WEEKLY     | * 200-300 BLOCK OF E CHESTNUT ST NORTH AND SOUTH RIGHT-OF-WAY (EAST OF UNION PACIFIC RAILROAD)            | 40. <sup>00</sup>  |
| BI-WEEKLY     | * 136 E 3RD ST - EMPTY LOT                                                                                | 40. <sup>00</sup>  |
| BI-WEEKLY     | * S WASHINGTON ST & INTERSTATE-70 ON & OFF RAMPS                                                          | 179. <sup>00</sup> |
| BI-WEEKLY     | GOLDEN BELT BLVD NORTH & SOUTH RIGHT-OF-WAY                                                               | 357. <sup>00</sup> |
| BI-WEEKLY     | * THE BLUFFS - CAROLINE AVE EAST RIGHT-OF-WAY (GOLDEN BELT BLVD TO 1400 BLOCK OF CAROLINE AVE)            | 50. <sup>00</sup>  |
| BI-WEEKLY     | ST. MARY'S RD WEST RIGHT-OF-WAY (WEST OF CHURCH TO INTERSTATE-77) (25' SWATH)                             | 40. <sup>00</sup>  |
| BI-WEEKLY     | * 1000-1100 BLOCK OF SOUTHWIND DR EAST RIGHT-OF-WAY (CENTRAL NATIONAL BANK TO 1169 SOUTHWIND DR)          | 50. <sup>00</sup>  |
| BI-WEEKLY     | * SANDUSKY DR RIGHT-OF-WAY (LACY DR TO SUB-DIVISION LINE)                                                 | 50. <sup>00</sup>  |
| BI-WEEKLY     | * INDUSTRIAL ST RIGHT-OF-WAY                                                                              | 172. <sup>00</sup> |
| BI-WEEKLY     | * LACY DR SOUTH RIGHT-OF-WAY                                                                              | 75. <sup>00</sup>  |
| BI-WEEKLY     | * NORTH & SOUTH LACY DR RIGHT-OF-WAY (NEAR FIRE STATION #2)                                               | 40. <sup>00</sup>  |
| BI-WEEKLY     | * FIELD - (WEST OF FIRE STATION #2) (25' SWATH AROUND PERIMETER OF FIELD) (ENTIRE FIELD 2 TIMES PER YEAR) | 50. <sup>00</sup>  |
| MONTHLY       | * NORTH EAST VACANT CORNER LOT OF LACY DRIVE AND S SPRING VALLEY RD                                       | 81. <sup>00</sup>  |
| BI-WEEKLY     | * S SPRING VALLEY ROAD EAST RIGHT-OF-WAY (FIRE STATION #2 SIDE AND VACANT LOT NORTH OF)                   | 50. <sup>00</sup>  |
| BI-WEEKLY     | * STRAUSS BLVD ISLANDS & RIGHT-OF-WAYS                                                                    | 221. <sup>00</sup> |
| BI-WEEKLY     | * TOM NEAL IND PARK - ETHAN DR RIGHT-OF-WAYS                                                              | 193. <sup>00</sup> |
| BI-WEEKLY     | * VALLEY DR ISLANDS                                                                                       | 40. <sup>00</sup>  |
| BI-WEEKLY     | * WATER TOWER - ASH STREET                                                                                | 100. <sup>00</sup> |
| BI-WEEKLY     | * CHADWICK COURT AREA RIGHT-OF-WAY (NORTH OF 605 CHADWICK CT)                                             | 40. <sup>00</sup>  |
| BI-WEEKLY     | * HOLLY LN ISLAND                                                                                         | 40. <sup>00</sup>  |
| BI-WEEKLY     | * MEADOW LN EAST RIGHT-OF-WAY TO GARFIELD ST                                                              | 40. <sup>00</sup>  |
| BI-WEEKLY     | * WATER TOWER - SPRUCE STREET                                                                             | 50. <sup>00</sup>  |
| BI-WEEKLY     | * 600 BLOCK OF WASH ST & NORTH OF HIGHLAND CEMETARY - EMPTY LOTS                                          | 80. <sup>00</sup>  |
| BI-WEEKLY     | 400-500 BLOCK EASEMENT BETWEEN MAPLE ST & SKY-LINE                                                        | 50. <sup>00</sup>  |
| BI-WEEKLY     | * 600 BLOCK OF SKYLINE DR SOUTH RIGHT-OF-WAY                                                              | 40. <sup>00</sup>  |

\* - REQUIRES EDGING

#133.<sup>00</sup> (2X Year)

Whole Area #88.<sup>00</sup>

South Mowings Total \$3,281.<sup>00</sup>



| <b>VACANT STREET MOWINGS</b> |                                 |                     |
|------------------------------|---------------------------------|---------------------|
| <b>FREQUENCY</b>             | <b>LOCATION</b>                 | <b>FEE PER MOW</b>  |
| 3 PER YEAR                   | DOC HARGREAVES 2                | 192. <sup>00</sup>  |
| 3 PER YEAR                   | TURKEY HOLLOW REPLAT OF BLK 2   | 150. <sup>00</sup>  |
| 3 PER YEAR                   | TURKEY HOLLOW ADDITION          | 39. <sup>00</sup>   |
| 3 PER YEAR                   | PRAIRIE RIDGE ADD UNIT NO 1     | 156. <sup>00</sup>  |
| 3 PER YEAR                   | PRAIRIE RIDGE ADD UNIT NO 2     | 455. <sup>00</sup>  |
| 3 PER YEAR                   | OLIVIA FARMS 2ND ADD            | 377. <sup>00</sup>  |
| 3 PER YEAR                   | OLIVIA FARMS                    | 260. <sup>00</sup>  |
| 3 PER YEAR                   | OLIVIA FARMS 3RD ADD            | 8. <sup>00</sup>    |
| 3 PER YEAR                   | SUTTER HIGHLANDS SUBDIVISION    | 1325. <sup>00</sup> |
| 3 PER YEAR                   | SUTTER WOODS SUBDIVISION        | 1140. <sup>00</sup> |
| 3 PER YEAR                   | MANN'S RANCH ADDITION UNIT NO 1 | 147. <sup>00</sup>  |
| 3 PER YEAR                   | MANN'S RANCH ADDITION UNIT NO 2 | 304. <sup>00</sup>  |
| 3 PER YEAR                   | DEER CREEK ADD                  | 681. <sup>00</sup>  |
| 3 PER YEAR                   | DEER CREED ADD 2                | 660. <sup>00</sup>  |
| 3 PER YEAR                   | DEER CREEK ADD 3                | 505. <sup>00</sup>  |
| 3 PER YEAR                   | HICKORY HILL REPLAT LOT 1 BLK 5 | 124. <sup>00</sup>  |

\* - REQUIRES EDGING

\*8' Strip from back of curb. If sidewalk is present, 15' strip from back of curb\*

\*Intersections of ALL Vacant Streets, 25' of all corners\*

Vacant Lot Total \$6,523.<sup>00</sup>

| <b>WATER &amp; WASTEWATER MOWINGS</b> |                                        |              |                    |
|---------------------------------------|----------------------------------------|--------------|--------------------|
| <b>FREQUENCY</b>                      | <b>LOCATION</b>                        | <b>MOWED</b> | <b>FEE PER MOW</b> |
| BI-WEEKLY                             | * WATER TREATMENT PLANT                |              | 525. <sup>00</sup> |
| BI-WEEKLY                             | * EAST WASTEWATER TREATMENT PLANT      |              | 300. <sup>00</sup> |
| BI-WEEKLY                             | * SOUTHWEST WASTEWATER TREATMENT PLANT |              | 156. <sup>00</sup> |

\* - REQUIRES EDGING

Water & Wastewater Mowings Total \$ 981.<sup>00</sup>

## References

Dustin, Valor Auto Group 913-775-0123 Two Years

Randy Stuart, Radio Station 785-226-2428 Two Years

Clint Junghans, Complete Real Estate Solutions

785-238-6622 Nine Years

## Specialized Equipment

John Deere 4600

12 Ft Land Pride

5 Ft Bush Hog

JD 4600 Front Deck 72 In Tractor

JD 997 Zero Turn 72 In Deck Mower

Hustler Fast Trac Zero Turn 60 In Deck Mower

5 Sthil Weed Eaters FS-70 Or Higher

2 Backpack Blowers

2 Handheld Blowers

2 Edgers

JD GS30 Commercial 36 In Standup Mower

1 Goose Neck Trailor

3 Bumper Trailers

¾ Ton Flatbed Chevy

½ Ton Dodge

1 Ton Chevy Dump Truck

1 Ton GMC Bucket Truck

## Bid Sheet

Company Name Terry's Mowing -n- Then Some

Address 1316 Overbrook Dr.

Junction City, KS 66441

Phone Number 785-226-9221

Principal: Terry Graham

Title: Owner

Total Bid Amount \$ 8,664.00 North, South, Water and  
waste water

Attachments for bid: Reference List, Certifications, Warranty, Specialized Equipment, anticipated date of project completion proposed sketch and plans

Vacant Street Mowing<sup>#</sup> 6,523.00 PER CUT

## City of Junction City

### Agenda Memo – April 4, 2023

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

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

**Subject:** Case No. SUP-02-01-23 – Request for a a Special Use Permit allowing a tattoo studio to be located in the “CC” Central Commercial District on property located at 703 N Washington Street Junction City, Kansas. (S-3273)

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This is the request of Omar Rodriguez, dba New Era Tattoo Studio, agent on behalf of Daniel Flower, owner, to establish a tattoo studio in the “CC” Central Commercial District in the building located at 703N Washington Street, Junction City, Kansas.

**Summary:** Mr. Rodriguez is a former employee of Drew DeLaFuentes, who I am sure the Board will remember obtained a Special Use Permit for a tattoo shop on 7<sup>th</sup> Street. Since that time, he moved his shop to Washington Street and has had another former employee open a shop next to Godfrey’s Gun Range at 10<sup>th</sup> Street and Washington Street. Mr. DeLaFuentes has subsequently moved to 18<sup>th</sup> Street and Mr. Rodriguez is seeking to move his existing shop to the Washington St. location vacated by Mr. DeLaFuentes.

The Metropolitan Planning Commission held the public hearing on February 13, 2023 at which time they tabled the hearing due to lack of voting members of planning commission present (see minutes). Subsequently, the MPC held another hearing March 13, 2023, where they heard from staff, Chair Gustafson, and Mr. Rodriguez. The MPC has recommended the Special Use Permit be granted.

**Options:** Accept the recommendation of the MPC to approve the Special Use Permit allowing a tattoo studio to be located in the “CC” Central Commercial District on property located at 703 N Washington Street Junction City, Kansas or rejection the recommendation of the MPC and deny the request for a special use permit allowing a tattoo studio to be located in the “CC” Central Commercial District on property located at 703 N Washington Street Junction City, Kansas.

**Attachments:**

Staff Report

MPC Minutes March 13, 2023 (excerpt)

Ordinance No. S-3273

**ORDINANCE NO. S-3273**

**AN ORDINANCE GRANTING A SPECIAL USE PERMIT TO AUTHORIZE THE ESTABLISHMENT OF A TATTOO STUDIO ON PROPERTY ZONED "CC" CENTRAL COMMERCIAL DISTRICT ON CERTAIN PROPERTY WITHIN THE CORPORATE LIMITS OF THE CITY OF JUNCTION CITY, KANSAS.**

**WHEREAS**, application has been made by **Omar Rodriguez**, agent, on behalf of **Daniel Flower**, owner, requesting a Special Use Permit to allow a tattoo studio on property zoned "CC" Central Commercial District, located in the building addressed as 703 N Washington St. Junction City, Kansas.

**WHEREAS**, the Junction City/Geary County Metropolitan Planning Commission conducted a public hearing on Case No. SUP-02-01-23, on March 13, 2023, following published notification in accordance with K.S.A. 12-741, et. seq., as amended; and,

**WHEREAS**, the Metropolitan Planning Commission has recommended the City Commission of the City of Junction City, Kansas approve the Special Use Permit for a tattoo studio on property zoned "CC" Central Commercial District, located at 703 N Washington St. Junction City, Kansas.

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

**Section 1.** A Special Use Permit shall be issued allowing a tattoo studio to be located at 703 N Washington Street Junction City, Kansas on property zoned "CC" Central Commercial District located, legally described as follows:

**Lot thirteen (13) of the Original Junction City Plat Junction City, Kansas.**

**Section 2.** It is understood the legal description applies to the entire lot; however, the Special Use Permit is limited to the office space in the building commonly known and addressed as 703 N Washington Street.

**Section 3.** This Ordinance shall be in full force and effect from and after its publication once in the Junction City Daily Union.

**PASSED AND ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023.**

\_\_\_\_\_  
Pat Landes, Mayor

ATTEST:

\_\_\_\_\_  
Tammy Melton, City Clerk

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

**STAFF REPORT**

February 13, 2023

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

**FROM:** Troy Livingston, Director of GIS, Planning and Zoning

**SUBJECT:** SUP-02-01-23 – Consideration of a request for a Special Use Permit to establish a tattoo studio in the “CC” Central Commercial District in the building located at 703 N. Washington St, Junction City, Kansas.

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This is the request of Omar Rodriguez, dba New Era Tattoo Studio, agent on behalf of Daniel Flower, owner, to establish a tattoo studio in the “CC” Central Commercial District in the building located at 703N Washington Street, Junction City, Kansas.

Mr. Rodriguez is a former employee of Drew DeLaFuentes, who I am sure the Board will remember obtained a Special Use Permit for a tattoo shop on 7<sup>th</sup> Street. Since that time, he moved his shop to Washington Street and has had another former employee open a shop next to Godfrey’s Gun Range at 10<sup>th</sup> Street and Washington Street. Mr. DeLaFuentes has subsequently moved to 18<sup>th</sup> Street and Mr. Rodriguez is seeking to move his existing shop to the Washington St. location vacated by Mr. DeLaFuentes.

Mr. Rodriguez is seeking to open a shop in Mr. Flower’s property on Washington Street and through conversation with Mr. Rodriguez staff has determined that while his current shop is open by appointment only, business has increased to the point of requiring additional space.

The Junction City Zoning Regulations provide guidance as to what should be addressed in a request for a Special Use Permit and what should be found in order to make an appropriate decision. Those guidelines, found in Section 445.160, and the staff comments concerning those, are as follows.

1. *When deemed necessary, a topographic survey indicating the legal description, property boundary, existing contours, existing utilities and easements, and natural and manmade features of the property.*

Staff sees no reason to require a topographic survey.

2. *A Site Plan, drawn to the same scale as the topographic survey, indicating:*

- a. *existing contours (shown as dashed lines);*



There is no need for a detailed site plan as the building and shop space already exists.

- b. proposed contours (shown as solid lines);*

See a. above.

- c. location and orientation of all existing and proposed buildings;*

The property contains retail space that fronts on N Washington Street.

- d. areas to be used for parking, including the number and arrangement of stalls;*

The parking is on-street and currently exists to accommodate patrons for retail spaces at the above location. The Board will note that the Central Commercial District does not require off-street parking.

- e. areas to be developed for screening, including the location of plant materials, and screening structures and features;*

None indicated at this time.

- f. pedestrian and vehicular circulation, and their relationship to existing streets, alleys and public right-of-way;*

Pedestrian and vehicular circulation in accord with daily traffic as currently present in the Central Commercial District.

- g. points of ingress and egress;*

As noted above, retail space fronts on N. Washington Street and sidewalks provide access to store entrances.

- h. location of all existing and proposed utilities (sanitary sewage systems, water systems, storm drainage systems, gas lines, telephone lines and electrical power lines);*

Public utilities, including sewer and water are located along N. Washington Street and along E. 7th Street, no changes needed.

- i. drainage controls (retention or detention ponds);*  
None needed.

- j. location, size and characteristics of identification and business signs;*

The applicant has proposed no signage. Any requested signage will be determined by the City's Sign Code.

*k. lighting layout, appurtenances, and intensity of illumination;*

No outside lighting required.

*l. proposed finished floor elevations of all buildings and structures.*

N/A

3. *A statement of intent shall accompany the Site Plan to explain the measures used to achieve compatibility of the proposed development with surrounding properties through the planning of the site and the location and design of structures.*

The applicant indicates a desire to operate a tattoo studio at the above location which is among current retail/commercial properties. Given the good standing regarding current shops, lack of any formal complaints from citizens or neighboring business owners, staff feels no need to assume that circumstances would change enough to summarily deny Mr. Rodriguez's request.

The staff recommendation is provided below.

**Staff Recommendation:**

Staff is of the opinion the proposed use is compatible with the neighborhood and based on the above information is recommending approval of the Special Use Permit.

**Suggested Motion:**

I move that Case No. SUP-02-01-23, concerning the request of Omar Rodriguez, dba New Era Tattoo Studio, agent on behalf of Daniel Flower, owner, for a Special Use Permit to establish a tattoo studio in the "CC" Central Commercial District in the building located at 703N Washington Street, Junction City, Kansas, be recommended for approval, subject to meeting all necessary city code requirements, based on the information in the staff report and as heard at this public hearing.

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

**MINUTES  
March 13, 2023**

**Members  
(Present)**

Maureen Gustafson, Chair  
Ken Mortensen, Vice-Chair  
Sheila Burdett  
Cindy Carlyon  
John Moyer

**Members  
(Absent)**

Brandon Dibben

**Staff  
(Present)**

Troy Livingston

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

Chair Gustafson called the meeting to order at 5:30 p.m. declaring a quorum present.

**2. APPROVAL OF MINUTES –** Consideration of the February 13, 2023 minutes.

Chair Gustafson asked if everyone had a chance to read the minutes, and Commissioner Moyer moved to approve the minutes as written. Commissioner Carlyon seconded the motion and it carried unanimously.

**3. OLD BUSINESS – Item No. 1 – Case No. SUP 02-01-23;** Consideration of a request for a Special Use Permit to establish a tattoo studio in the “CC” Central Commercial District in the building located at 703 N. Washington St. Junction City, KS.

**Chair Gustafson** called for the staff report and Mr. Livingston noted that this had been tabled from last meeting citing a lack of voting members present because Chair Gustafson chose to recuse herself due to her involvement in the Junction City Mainstreet Group. Chair Gustafson informed the Board that she had subsequently invited Mr. Rodriguez to a meeting with the Junction City Mainstreet Board and discussed his vision for the shop and what the Board was trying to achieve being part of the Mainstreet USA program. Both parties apparently reached common ground.

**Omar Rodriguez**, applicant for 703 N Washington stated that in addition to a tattoo studio he is interested in opening an art gallery with some retail sales. That is more in line with what the Mainstreet Board is looking for and they are apparently agreeable.

Mr. Rodriguez went on to say that he feels like the City should not turn new business away if they are truly interested in seeing Junction City grow and prosper and that he simply wants an opportunity.

**Commissioner Burdett** asked how much larger the proposed site is compared to his current location on W. 6<sup>th</sup> St. Mr. Rodriguez indicated that the current location is roughly 900 square feet and the proposed location is nearly 2,000 square feet.

**Chair Gustafson** recused herself and **Vice Chair Mortensen** took over the meeting officially opening the floor to public comment. **Mr. Rodriguez** simply reiterated that he is looking for an opportunity and that he feels his shop would be a good fit with Junction City Mainstreet. **Commissioner Carlyon** asked what kind of artwork he was talking about and **Mr. Rodriguez** stated that it would be paintings from some of the local tattoo artists and maybe painted renderings of photographs and that he believes that art draws the community together and that it has the potential to attract visitors from other locations. **Vice Chair Mortensen** asked if there were any other questions and there being none closed the floor to public comment. He went on to state that the Planning Commission had opened this “can of worms” by recommending approval of previous studios in the downtown area and that a large percentage of the

population has some sort of tattoo so he was not opposed. **Commissioner Moyer** stated that times have changed and that he sees tattoo studios along the same plane as hair salons and barber shops. **Vice Chair Mortensen** asked for a motion and **Commissioner Burdett** move to recommend approval to the City Commission. **Commissioner Moyer** seconded the motion and it carried unanimously.

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

April 4, 2023

From: **Troy Livingston, GIS/Planning and Zoning Director**  
To: **City Commission & Allen Dinkel, City Manager**  
Subject: **Case No. SUP-03-01-23 – Special Use Permit**  
Issue: Consideration of a Special Use Permit allowing a church in the “CSR” Commercial Service Restricted District of Junction City, Kansas.

**Explanation of Issue:**

This is the request of Pamela Polk, agent, on behalf of Kyong Patton, owner, requesting a Special Use Permit to allow a church in the “CSR” Commercial Service Restricted District on property located at 838 S. Washington St., Junction City, Geary County, Kansas.

The Commission will remember that our current zoning regulations do not allow a church in any zoning district within the corporate limits of Junction City as a permitted use. They are only allowed with the issuance of a Special Use Permit and only within Residential Districts "RS" Suburban Residential, "RG" General Residential, "RD" Duplex Residential, and "RM" Multiple-Family Residential.

The Metropolitan Planning Commission held the Public Hearing on March 13, 2023. By unanimous vote, the MPC has recommended the Special Use Permit not be granted.

**Staff Recommendation:** Accept the recommendation of the MPC to grant the Special Use Permit allowing a church to be located at 120 W. 17<sup>th</sup> Street, Junction City, Kansas.

**Suggested Motion:**

Commissioner \_\_\_\_\_ moved to accept the recommendation of the Metropolitan Planning Commission and deny Ordinance No. S 3274, granting a Special Use Permit to allow for a church to be located in the “CSR” Commercial Service Restricted District located at 838 S Washington Street, Junction City, Kansas.

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

**Enclosures:**

Excerpts of Minutes of the March 13, 2023 MPC Meeting  
Copy of Staff Report  
Ordinance No. S-3274

**ORDINANCE NO. S-3274**

**AN ORDINANCE GRANTING A SPECIAL USE PERMIT TO AUTHORIZE THE ESTABLISHMENT OF A CHURCH ON PROPERTY ZONED "CSR" COMMERCIAL SERVICE RESTRICTED DISTRICT ON CERTAIN PROPERTY WITHIN THE CORPORATE LIMITS OF THE CITY OF JUNCTION CITY, KANSAS.**

**WHEREAS**, application has been made by **Pamela Polk**, agent on behalf of Kyong Patton, owner, requesting a Special Use Permit to establish a church in the "CSR" Commercial Service Restricted District in the building located at 838 S Washington Street, Junction City, Kansas.

**WHEREAS**, the Junction City/Geary County Metropolitan Planning Commission conducted a public hearing on Case No. SUP-03-01-23, on March 13, 2023, following published notification in accordance with K.S.A. 12-741, et. seq., as amended; and,

**WHEREAS**, the Metropolitan Planning Commission has recommended the City Commission of the City of Junction City, Kansas, approve the Special Use Permit for a church on property zoned "CSR" Commercial Service Restricted District in the building located at 838 S Washington Street, Junction City, Kansas.

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

**Section 1.** The following described property is hereby granted a Special Use Permit for a church (to be located at 838 S Washington Street) on property zoned "CSR" Commercial Service Restricted District, Junction City, Kansas, legally described as follows:

Lot 1, Block 1, Hillcrest Addition to Junction City, Kansas.

**Section 2.** This Ordinance shall be in full force and effect from and after its publication once in the Junction City Daily Union.

**PASSED AND ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023**

\_\_\_\_\_  
Pat Landes, Mayor

ATTEST:

\_\_\_\_\_  
Tammy Melton, City Clerk

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

**STAFF REPORT**

March 13, 2023

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

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

**SUBJECT:** SUP-03-01-23 – Consideration of a request for a Special Use Permit to establish a church in the “CSR” District.

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This is the request of Pamela Polk, agent, on behalf of Kyong Patton, owner, requesting a Special Use Permit to allow a church in the “CSR” Commercial Service Restricted District on property located at 838 S. Washington St., Junction City, Geary County, Kansas.

Under the amendments completed in 2012, the Junction City Zoning Regulations were amended to require a Special Use Permit for the establishment of a church, school, or certain other activities, but limited to only specific locations. The specific provisions of the Junction City Zoning Regulations state:

***Section 445.180, SPECIAL USES ENUMERATED.***

- B. Churches may be established in Residential Districts “RS” Suburban Residential, “RG” General Residential, “RD” Duplex Residential and “RM” Multiple-Family Residential.*
- C. Schools, service or fraternal clubs, or YMCA, YWCA and other similar uses, as defined, may be established in any zoning districts except “IR” Restricted Industrial, “IL” Light Industrial, “IH” Heavy Industrial and “IP” Industrial Park.*

As can be seen, the intent of the amendments were to limit the location where these types of uses could occur; primarily because of the negative impacts of these uses on commercial and industrial land uses, especially concerning the potential intensive activities that could occur on commercial and industrial land uses that may be limited or restricted because of the presence of a church or school.

This location is less than 150 feet from a restaurant that serves alcohol and while K.S.A. 41-710(C)1 stipulates that, “ No retailer’s license shall be issued for premises unless such premises comply with all applicable zoning regulations to include those premises that are located within 200 feet of any public or parochial school or college or church, except that if any such school, college

or church is established with 200 feet of any licensed premises after the premises have been licensed, the premises shall be eligible for retail licensing.”

My concern is that if the church is allowed at this location, and the restaurant closes we will be limiting what can go back in that building because it will be within 200 feet of a church. In addition, the parking located at the proposed location is shared with at least 3 other businesses and is immediately adjacent to the restaurant. Sundays are a very busy day for the restaurant and the shared parking is taken up by patrons of the restaurant so there would be additional competition with the parishioners for those spaces.

You may have also noticed that our zoning regulations limit the location of a church to residential districts, but after several conversations with the City Attorney, we both feel that this regulation is in violation of federal law, and if anyone were to contest this, this City would be in hot water.

**Staff Recommendation:**

Staff is of the opinion the proposed use embodies the spirit and intent of Special Use Permits, but is not compatible with the neighborhood, and based on the above information is recommending denial of the Special Use Permit.

**Suggested Motion:**

I move that Case No. SUP-03-01-23, concerning the request of Pamela Polk, agent, on behalf of Kyong Patton, owner, for a Special Use Permit to allow a church in the “CSR” Commercial Service Restricted District in the building located at 838 S. Washington St., Junction City, Kansas, not be recommended for approval, based on the information in the staff report and as heard at this public hearing.



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

**MINUTES  
March 13, 2023**

**Members  
(Present)**

Maureen Gustafson, Chair  
Ken Mortensen, Vice-Chair  
Sheila Burdett  
Cindy Carlyon  
John Moyer

**Members  
(Absent)**

Brandon Dibben

**Staff  
(Present)**

Troy Livingston

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

Chair Gustafson called the meeting to order at 5:30 p.m. declaring a quorum present.

**2. APPROVAL OF MINUTES –** Consideration of the February 13, 2023 minutes.

Chair Gustafson asked if everyone had a chance to read the minutes, and Commissioner Moyer moved to approve the minutes as written. Commissioner Carlyon seconded the motion and it carried unanimously.

**4. NEW BUSINESS ~ Case No. SUP-03-01-23;** Consideration of a request for a Special Use Permit to allow church services on the property in the “CSR” Service Commercial Restricted District in the building located at 838 S. Washington St.

**Chair Gustafson** called for the staff report and **Mr. Livingston** stated that this was a request to allow church services on the property located at 838 S. Washington. Mr. Livingston further stated that there were several issues at play with this request, one being the proximity of the location to a restaurant serving alcohol, another being the federal Religious Land Use and Institutionalized Persons Act that makes it illegal to deny a request for a church to relocate to commercial property, and finally limited parking on Sundays when the restaurant utilizes nearly all the parking in the area. **Commissioner Moyer** asked how City Manager Dinkel felt and **Mr. Livingston** indicated that Mr. Dinkel is fundamentally opposed to Special Use Permits because he sees them as “spot zoning”.

**Chair Gustafson** asked if there were any questions for Mr. Livingston and there being none opened the floor to public comment.

**Pamela Polk, 2226 Ponca Dr. Junction City, Kanas** stated that she was raised in Junction City and that she is pastor of a church on Grant Ave. that they are currently renting. The building is in need of repair and is really too large for their current congregation and also that the cost of utilities is more than the congregation can afford and still pay rent so they must downsize. Ms. Polk further stated that she knows the owner of the property at 838 S. Washington and that they are being offered discounted rent. She went on to say that she hopes to grow the congregation and that they would not be at the proposed location permanently. She also argued that Churches pay commercial utility rates so they should be allowed in commercial spaces, but that she simply sees the proposed move as an opportunity to develop additional relationships and grow the congregation.

**Vice Chair Mortensen** asked how many it would take for the church to gain more solid financial footing and Ms. Polk said that she has been under so much pressure to meet current financial obligations that she had not really had time to consider it but that the current congregation was no more that 5 or 6 on

any given Sunday. **Ms. Polk** stated that they have services on Sunday and Tuesday and that Sunday services start at 10:30 a.m. and last for an hour or 2 at the most and she didn't think that would conflict with parking for the restaurant during that time frame. **Commissioner Carlyon** asked how long Ms. Polk thought that she might want to stay at the proposed location and **Ms. Polk** stated that she would be required to sign a 12-month lease.

**Chair Gustafson** stated that she understands the need to downsize but that she must also consider the needs of all the businesses in the area that could potentially be affected by the presence of a church. She went on to state that perhaps since it's a smaller congregation that Ms. Polk might look to a residential district that would not pose any problems with the State's liquor laws.

**Commissioner Carlyon** noted that she did not think it was an issue about being located on commercial property, but rather the type of commercial businesses that were already in the surrounding area and that the Commission doesn't want to stymie those businesses.

**Commissioner Moyer** asked if churches were allowed in residential districts with a Special Use Permit and **Mr. Livingston** indicated that they were along with schools.

**Commissioner Burdett** commented that the proposed location is not very large and Ms. Polk stated it is big enough to meet the needs of the congregation and that it would benefit them because they simply are not large enough to afford the needed repairs at their current location.

General discussion ensued among the board members and they indicated that while there may not be a parking conflict during the hours of church service, that those hours are subject to change and that the bigger issue was with serving alcohol in such close proximity and how that the presence of a church could really limit future business.

**Commissioner Burdett** stated that she did not feel as though the proposed location was the best spot for the church and that maybe they could find something somewhere other than a retail shopping center.

**Chair Gustafson** asked if there was a motion and **Ms. Polk** further stated that she would be willing to sign a waiver of some kind that would relieve any future business that would want to serve alcohol from the requirement that they be at least 200 feet from a church. **Chair Gustafson** noted that the 200 feet requirement was a State law and that the Commission could not override it. The Commission indicated that they were sympathetic but that they really could not justify recommending approval. **Commissioner Moyer** moved to recommend denial of the request for a Special Use Permit and **Commissioner Carlyon** seconded. The motion carried unanimously.

# City of Junction City

## City Commission

### Agenda Memo

March 28, 2023

**From:** Ray Ibarra, Public Works Director  
**To:** Allen Dinkel, City Manager and City Commission  
**Subject:** **Approval of KDOT Transportation Alternatives (TA) Agreement No. 033-23**

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**Objective:** The consideration and approval of the KDOT Transportation Alternatives (TA) Agreement No. 033-23 for the Spring Valley Rd Sidewalk Improvements

**Explanation of Issue:** On August 30, 2022, the city received a letter from KDOT selecting the Spring Valley Rd. Sidewalk Improvements to receive federal funding.

The Transportation Alternative (TA) Program is an 80/20 grant, and the Project Cost Estimate is \$486,250.00. KDOT's share is \$389,000.00 and the city local share is \$97,250.00. The city share 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 can come from the Special Highway Fund or the Federal Exchange Fund

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

**Recommendation:** City Staff recommends approving the KDOT Transportation Alternative (TA) Agreement for the Spring Valley Rd. Sidewalk Improvements project.

**Suggested Motion:** Commissioner \_\_\_\_\_ moves to approve the KDOT Transportation Alternative (TA) Agreement No. 033-23 as presented.

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

**Enclosures:** KDOT Transportation Alternatives Agreement No. 033-23

PROJECT NO. 031 TE-0522-01  
TA-T052(201)  
TRANSPORTATION ALTERNATIVES PROJECT  
SPRING VALLEY ROAD SIDEWALK IMPROVEMENTS  
CITY OF JUNCTION CITY, KANSAS

## AGREEMENT

This Agreement is between the **Secretary of Transportation**, Kansas Department of Transportation (KDOT) (the “Secretary”) and the **City of Junction City, Kansas** (“Project Sponsor” or “City”), collectively, the “Parties.”

### RECITALS:

- A. The Secretary is authorized by the current Federal-Aid Transportation Act to set aside certain portions of Federal funding allocated under the current Federal-Aid Transportation Act for Transportation Alternatives (TA) projects.
- B. The Secretary is empowered to pass through Federal Surface Transportation Program (STP) funds for TA projects to eligible state agencies or local governments.
- C. The Secretary and the Project Sponsor are empowered by the laws of Kansas to enter into agreements for Federal STP funding under the Transportation Alternatives Provision of the current Federal-Aid Transportation Act.
- D. The Project Sponsor has requested, and the Secretary has authorized, a Transportation Alternatives (TA) Project (“Project”), as further described in this Agreement.
- E. Under the terms of the current Federal-Aid Transportation Act and the rules and regulations of the Federal Highway Administration (FHWA), states and local governments may be entitled to receive assistance in the financing of TA projects, provided such work is done in accordance with applicable state and federal law.

**NOW, THEREFORE**, the Parties agree to the following terms and provisions.

### ARTICLE I

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

- 1. **“Agreement”** means this written document, including all attachments and exhibits, evidencing the legally binding terms and conditions of the agreement between the Parties.
- 2. **“Construction”** means the work done on the Project after Letting, consisting of building, altering, repairing, improving or demolishing any structure, building or highway; any drainage, dredging, excavation, grading or similar work upon real property.
- 3. **“Construction Contingency Items”** mean unforeseeable elements of cost within the defined project scope identified after the Construction phase commences.

4. **“Construction Engineering” or “CE”** means inspection services, material testing, engineering consultation and other reengineering activities required during Construction of the Project.
5. **“Consultant”** means any engineering firm or other entity retained to perform services for the Project.
6. **“Contractor”** means the entity awarded the Construction contract for the Project and any subcontractors working for the Contractor with respect to the Project.
7. **“Design Plans”** means design plans, specifications, estimates, surveys, and any necessary studies or investigations, including, but not limited to, environmental, hydraulic, and geological investigations or studies necessary for the Project under this Agreement.
8. **“Effective Date”** means the date this Agreement is signed by the Secretary or the Secretary’s designee.
9. **“Encroachment”** means any building, structure, farming, vehicle parking, storage or other object or thing, including but not limited to signs, posters, billboards, roadside stands, fences, or other private installations, not authorized to be located within the Right of Way which may or may not require removal during Construction pursuant to the Design Plans.
10. **“Federal Fiscal Year (FFY)”** means the fiscal year as determined by the FHWA which begins October 1 and ends on September 30 of the following calendar year.
11. **“FHWA”** means the Federal Highway Administration, a federal agency of the United States.
12. **“Fiscal Year (FY)”** means the state’s fiscal year which begins July 1 and ends on June 30 of the following calendar year.
13. **“Hazardous Waste”** includes, but is not limited to, any substance which meets the test of hazardous waste characteristics by exhibiting flammability, corrosivity, or reactivity, or which is defined by state and federal laws and regulations, and any pollutant or contaminant which may present an imminent and substantial danger to the public health or welfare, including but not limited to leaking underground storage tanks. Any hazardous waste as defined by state and federal laws and regulations and amendments occurring after November 11, 1991, is incorporated by reference and includes but is not limited to: (1) 40 C.F.R. § 261, *et seq.*, Hazardous Waste Management System; Identification and Listing of Hazardous Waste; Toxicity Characteristics Revisions; Final Rule; (2) 40 C.F.R. § 280, *et seq.*, Underground Storage Tanks; Technical Requirements and State Program Approval; Final Rules; (3) 40 C.F.R. § 300, National Oil and Hazardous Substances Pollution Contingency Plan; Final Rule; and (4) K.S.A. § 65-3430, *et seq.*, Hazardous Waste.
14. **“KDOT”** means the Kansas Department of Transportation, an agency of the State of Kansas, with its principal place of business located at 700 SW Harrison Street, Topeka, KS, 66603-3745.
15. **“Letting” or “Let”** means the process of receiving bids prior to any award of a Construction contract for any portion of the Project.

16. **“Non-Participating Costs”** means the costs of any items or services which the Secretary, acting on the Secretary’s own behalf and on behalf of the FHWA, reasonably determines are not Participating Costs.
17. **“Participating Costs”** means expenditures for items or services which are an integral part of highway, bridge, and road construction projects, as reasonably determined by the Secretary.
18. **“Parties”** means the Secretary of Transportation and KDOT, individually and collectively, and the Project Sponsor.
19. **“Preliminary Engineering” or “PE”** means pre-construction activities, including but not limited to design work, generally performed by a consulting engineering firm that takes place before Letting.
20. **“Project”** means all phases and aspects of the Construction endeavor to be undertaken by the Project Sponsor, as and when authorized by the Secretary prior to Letting, being: **Construction of 5 foot wide sidewalks and drive entrance improvements on Spring Valley Road from Valley Drive to Ash Street and Valley Drive from Hickory Lane to east of Forest Park Lane in the City of Junction City, Kansas**, and is the subject of this Agreement.
21. **“Project Limits”** means that area of Construction for the Project, including all areas between and within the Right of Way boundaries as shown on the Design Plans.
22. **“Project Sponsor”** means the City of Junction City, Kansas, with its place of business at 700 N. Jefferson, Junction City, KS 66441.
23. **“Responsible Bidder”** means one who makes an offer to construct the Project in response to a request for bid with the technical capability, financial capacity, human resources, equipment, and performance record required to perform the contractual services.
24. **“Right of Way”** means the real property and interests therein necessary for Construction of the Project, including fee simple title, dedications, permanent and temporary easements, and access rights, as shown on the Design Plans.
25. **“Secretary”** means the Secretary of Transportation of the State of Kansas, and his or her successors and assigns.
26. **“Useful Life Period”** means a sufficient period of time, as specifically designated in this Agreement in Article V, paragraph 2, to secure the investment of federal funds in the Project based on the nature and magnitude of Project costs and generally accepted economic or useful life cycle norms for the type of Construction involved in the Project.
27. **“Utilities” or “Utility”** means all privately, publicly or cooperatively owned lines, facilities and systems for producing, transmitting or distributing communications, power, electricity, light, heat, gas, oil, crude products, water, steam, waste, and other similar commodities, including non-transportation fire and police communication systems which directly or indirectly serve the public.

## ARTICLE II

### FUNDING:

1. **Funding.** The table below reflects the funding commitments of each Party. The Total Actual Costs of Construction include all Construction Contingency Items. The Parties agree estimated costs and contributions are to be used for encumbrance purposes and may be subject to change.

| Party           | Funding Source     | Responsibility                                                                                                                                                                                                                                                                                                               | Total Projected Contribution (\$) |
|-----------------|--------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------|
| Secretary       | Federal (TA) Funds | 80% of Total Actual Costs of Construction and Construction Engineering (CE), not to exceed \$389,000.00.                                                                                                                                                                                                                     | 389,000.00                        |
| Project Sponsor | Local Match        | 20% of Total Actual Costs of Construction and CE until the Secretary's funding limit is reached.<br><br>100% of Total Actual Costs of Construction and CE after the Secretary's funding limit is reached.<br><br>100% Costs of Preliminary Engineering (PE), Right of Way, Utility Adjustments, and Non-Participating Costs. |                                   |

## ARTICLE III

### SECRETARY RESPONSIBILITIES:

1. **Technical Information on Right of Way Acquisition.** The Secretary will provide technical information upon request to help the Project Sponsor acquire Right of Way in accordance with the laws and with procedures established by KDOT's Bureau of Right of Way and the Office of Chief Counsel and as required by FHWA directives such that the Project Sponsor may obtain participation of federal funds in the cost of the Project.

2. **Letting and Administration by KDOT.** The Secretary shall Let the contract for the Project and shall award the contract to the lowest Responsible Bidder upon concurrence in the award by the Project Sponsor. The Secretary further agrees, as agent for the Project Sponsor, to administer the Construction of the Project in accordance with the final Design Plans, as required by FHWA, to negotiate with and report to the FHWA and administer the payments due the Contractor or the Consultant, including the portion of the cost borne by the Project Sponsor.

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

4. **Final Billing.** After receipt of FHWA acknowledgement of final voucher claim, the Secretary's Chief of Fiscal Services will, in a timely manner, prepare a complete and final billing of all

Project costs for which the Project Sponsor is responsible and shall then transmit the complete and final billing to the Project Sponsor.

## ARTICLE IV

### PROJECT SPONSOR RESPONSIBILITIES:

1. **Secretary Authorization.** The Project shall be undertaken on behalf of the Project Sponsor by the Secretary acting in all things as its agent, and the Project Sponsor hereby constitutes and appoints the Secretary as its agent. All things done by the Secretary in connection with the Project are authorized, adopted, ratified, and confirmed by the Project Sponsor to the same extent and with the same effect as though done directly by the Project Sponsor acting in its own individual capacity. The Secretary is authorized by the Project Sponsor to take such steps as are deemed by the Secretary to be necessary or advisable for the purpose of securing the benefits of the current Federal-Aid Transportation Act for this Project.

2. **Legal Authority.** By his or her signature on this Agreement, the signatory certifies that he or she has legal and actual authority as representative and agent for the Project Sponsor to enter into this Agreement on its behalf. The Project Sponsor agrees to take any administrative and/or legal steps as may be required to give full effect to the terms of this Agreement.

3. **Conformity with State and Federal Requirements.** The Project Sponsor shall be responsible to design the Project or contract to have the Project designed in conformity with the state and federal design criteria appropriate for the Project in accordance with the current American Institute of Architects (AIA) standards, the Secretary of the Interior's Standards for the Treatment of Historic Properties, the American Society of Landscape Architects guidelines, KDOT's Design Engineering Requirements, the current Local Projects LPA Project Development Manual, Bureau of Local Project's (BLP's) project memorandums, memos, the KDOT Design Manual, Geotechnical Bridge Foundation Investigation Guidelines, Bureau of Road Design's road memorandums, the latest version, as adopted by the Secretary, of the Manual on Uniform Traffic Control Devices (MUTCD), the current version of the Bureau of Traffic Engineering's Traffic Engineering Guidelines, and the current version of the KDOT Standard Specifications for State Road and Bridge Construction with Special Provisions, and any necessary Project Special Provisions, and with the rules and regulations of the FHWA pertaining to the Project. The Project Sponsor will be responsible for construction of any traffic signal and/or sidewalk improvements that are necessary to comply with Public Right-of-Way Accessibility Guidelines (PROWAG), regardless of whether such improvements are deemed non-eligible/non-participating bid items by the Secretary for reimbursement purposes.

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

5. **Submission of Design Plans to Secretary.** Upon their completion, the Project Sponsor shall have the Design Plans submitted to the Secretary by a licensed professional engineer, a licensed professional architect, and/or licensed landscape architect, as applicable, attesting to the conformity of the Design Plans with the items in Article IV, paragraph 3 above. The Design Plans must be signed and sealed by the licensed professional engineer, licensed professional architect, and/or licensed landscape architect, as applicable, responsible for preparation of the Design Plans. In addition, geological investigations or studies must be signed and sealed by either a licensed geologist or licensed professional engineer, who is responsible for the preparation of the geological investigations or studies. All technical professionals involved in the Project are



required to meet the applicable licensing and/or certification requirements as stated in K.S.A. § 74-7001, *et seq.*

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

- (a) **Completion of Design.** Language requiring completion of all plan development stages no later than the current Project schedule's due dates as issued by KDOT, exclusive of delays beyond the Consultant's control.
- (b) **Progress Reports.** Language requiring the Consultant to submit to the Project Sponsor (and to the Secretary upon request) progress reports at monthly or at mutually agreed intervals in conformity with the official Project schedule.
- (c) **Third-Party Beneficiary.** Language making the Secretary a third-party beneficiary in the agreement between the Project Sponsor and the Consultant. Such language shall read:

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

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

8. **Design Exception Indemnification.** Any design exception to the current version of the American Association of State Highway and Transportation Officials (AASHTO) Design Standards shall be in accordance with 23 C.F.R. § 625. For any design exception, the Project Sponsor agrees to the extent permitted by law and subject to the maximum liability provisions of the Kansas Tort Claims Act (K.S.A. § 75-6101, *et seq.*) to defend, indemnify, hold harmless, and save the Secretary and the Secretary's authorized representatives from any and all costs, liabilities, expenses, suits, judgments, damages to persons or property or claims of any nature whatsoever arising out of or in connection with the design exceptions for this Agreement by the Project Sponsor, the Project Sponsor's employees, or subcontractors.

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

10. **Right of Way.** The Project Sponsor agrees to the following with regard to Right of Way:

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

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

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

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

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

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

12. Future Encroachments. Except as provided by state and federal laws, the Project Sponsor agrees it will not in the future permit Encroachments upon the Right of Way of the Project, and specifically will require any gas and fuel dispensing pumps erected, moved, or installed along the Project be placed a distance from the Right of Way line no less than the distance permitted by the National Fire Code.

13. Utilities. The Project Sponsor agrees to the following with regard to Utilities:

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

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

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

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

(e) Indemnification. To the extent permitted by law and the Kansas Tort Claims Act (K.S.A. § 75-6101, *et seq.*), the Project Sponsor will indemnify, hold harmless, and save the Secretary and the Contractor for damages incurred by the Secretary and Contractor because identified Utilities have not been moved or adjusted timely or accurately.

(f) Cost of Relocation. Except as provided by state and federal laws, the expense of the removal or adjustment of the Utilities located on public Right of Way shall be borne by the owners. The expense of the removal or adjustment of privately owned Utilities located on private Right of Way or easements shall be borne by the Project Sponsor except as provided by state and federal laws.

14. Hazardous Waste. The Project Sponsor agrees to the following with regard to Hazardous Waste:

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

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

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

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

15. **Inspections.** The Project Sponsor is responsible to provide Construction Engineering for the Project in accordance with the rules and guidelines developed for the current KDOT approved construction engineering program and in accordance with the current edition of the KDOT Standard Specifications for State Road and Bridge Construction with Special Provisions and any necessary Project Special Provisions. The detailed inspection is to be performed by the Project Sponsor or the Consultant. The Secretary does not undertake for the benefit of the Project Sponsor, the Contractor, the Consultant or any third party the duty to perform the day-to-day detailed inspection of the Project, or to catch the Contractor's errors, omissions, or deviations from the final Design Plans. The Project Sponsor will require at a minimum all personnel performing Construction Engineering to comply with the high visibility requirements of the MUTCD, Chapter 6E.02, High-Visibility Safety Apparel. The agreement for inspection services must contain this requirement as a minimum. The Project Sponsor may require additional clothing requirements for adequate visibility of personnel.

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

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

(b) **Permanent Traffic Control.** The location, form, and character of informational, regulatory, and warning signs, of traffic signals and of curb and pavement or other markings installed or placed by any public authority, or other agency as authorized by K.S.A. § 8-2005, must conform to the latest version of the MUTCD as adopted by the Secretary.

(c) **Parking Control.** If applicable, the Project Sponsor will control parking of vehicles on the city streets throughout the length of the Project covered by this Agreement. On-street parking will be permitted until such time as parking interferes with the orderly flow of traffic along the street.

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

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

18. **Maintenance.** When the Project is completed and final acceptance is issued and until expiration of the Useful Life Period, the Project Sponsor will, at its own cost and expense, maintain the Project and will make ample provision each year for such maintenance. If notified by the State Transportation Engineer of any unsatisfactory maintenance condition, the Project Sponsor will begin the necessary repairs within thirty (30) days and will prosecute the work continuously until it is satisfactorily completed.

19. **Remittance of Estimated Share.** The Project Sponsor shall deposit with the Secretary its estimated share of the total Project expenses based upon estimated approved contract quantities. The Project Sponsor will remit its estimated share by the date indicated on the resolution form Authorization to Award Contract, Commitment of City/County Funds received by the Project Sponsor from the Secretary. The date indicated for the Project Sponsor to deposit its estimated share of the total Project expenses is fifty (50) days after the Letting date.

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

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

22. **Audit.**

(a) **Audit Requirements for Federal Awards.** All local governmental units, state agencies or instrumentalities, non-profit Organizations, institutions of higher education and Indian Tribal governments shall comply with Federal-Aid Transportation Act and the requirements of 2 C.F.R. Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" (commonly known as the "Supercircular"). The Audit Standards set forth in 2 C.F.R. Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," and specifically the requirements in Subpart F, 2 C.F.R. § 200.500, *et seq.* require either a single or program specific audit be performed by an independent certified public accountant in

(b) accordance with these standards. All information audited and audit standards and procedures shall comply with 2 C.F.R. § 200.500, *et seq.*

(c) **Agency Audit.** The Secretary and/or the FHWA may request, in their sole discretion, to conduct an audit of the Project. Upon the request of the Secretary and/or the FHWA for an audit, the Project Sponsor will participate and cooperate in the audit and shall make its records and books available to representatives of the requesting agency for a period of five (5) years after date of final payment under this Agreement. If the audit reveals payments have been made with federal funds by the Project Sponsor for items considered Non-Participating Costs, the Project Sponsor shall promptly reimburse the Secretary for such items upon notification by the Secretary.

23. **Cancellation by Project Sponsor.** If the Project Sponsor cancels the Project, it will reimburse the Secretary for any costs incurred by the Secretary prior to the cancellation of the Project. The

Project Sponsor agrees to reimburse the Secretary within thirty (30) days after receipt by the Project Sponsor of the Secretary's statement of cost incurred by the Secretary prior to the cancellation of the Project.

## ARTICLE V

### SPECIAL TRANSPORTATION ENHANCEMENT REQUIREMENTS:

1. **No 4(f) Status.** It is the Parties' intention that neither this Agreement nor the Project create or expand the status of any land involved in this Project as a "significant publicly owned public park, recreation area, or wildlife and waterfowl refuge, or any significant historic site," for purposes of 49 U.S.C. § 303 and 23 C.F.R. § 771.135 ("4(f) status"), except as otherwise modified by this Agreement.

(a) **Transportation Alternatives.** Unless otherwise stated below in this section, the Parties agree the major purposes or functions of land involved in the Project are to preserve or enhance the scenic, historic, environmental, or archeological aspects, or the usefulness for intermodal users (including bicyclists, pedestrians, and other non-motorized transportation users) of existing or new transportation facilities. It is further agreed any park, recreation or refuge purposes or functions are secondary or incidental for purposes of 49 U.S.C. § 303 and 23 C.F.R. 771.135. Exceptions: NONE.

(b) **4(f) Determinations.** The Parties agree for purposes of any future determinations of 4(f) status issues as required by 49 U.S.C. § 303 or applicable regulations the Secretary is hereby designated as the public official having jurisdiction of such determinations. However, it is not the intent of this section to affect the determination of whether a historic or archaeological site is on or eligible for inclusion on the National Register of Historic Places.

2. **Useful Life.**

(a) **Useful Life Period.** The Parties agree the Useful Life Period of the Project is twenty (20) years, commencing on the date the Secretary gives notice of final acceptance of the Project.

(b) **Insurance.** If the Project includes improvements to a building, the Project Sponsor will purchase and maintain insurance for property damage to the building continuously during the Useful Life Period of the Project in an amount equal to or in excess of the federal funds expended on the Project.

(c) **Change in Public Use.** After the Project is completed and during the entire Useful Life Period, any change in the public use of the real property for the Project will require written approval from the Secretary with FHWA concurrence.

(d) **Recapture of Federal Investment.**

(i) During the first ten (10) years of the Useful Life Period, if the Project is not used for the purpose set forth in this Agreement or other use approved by the Secretary and the FHWA under subparagraph (c) above, then the Project Sponsor shall pay to the Secretary 100% of the federal funds invested in the Project.

(ii) Following the first ten (10) years of the Useful Life Period and until the Useful Life Period expires, if the Project is not used for the purpose set forth in this

Agreement or other use approved by the Secretary and the FHWA under subparagraph (c) above, then the Project Sponsor shall pay to the Secretary as recapture of federal funds invested in the Project an amount, which will be determined according to the following formula:

$$\frac{\text{Total Amount of Federal Funds Invested in the Project}}{\text{Entire Useful Life Period for the Project}} \times \frac{\text{Number of Full Years Remaining in the Useful Life Period at the time of unauthorized change in use}}{\text{Recapture Amount}} = \text{Recapture Amount}$$

(iii) Any payments due to the Secretary pursuant to this subparagraph (d) shall be made within ninety (90) days after receipt of billing from the Secretary's Chief of Fiscal Services.

## ARTICLE VI

### FEDERAL REQUIREMENTS:

1. **Anti-Lobbying.** If the total value of this agreement exceeds \$100,000.00, a **Certification for Federal Aid Contracts and Accompanying Disclosure of Lobbying Activities Attachment** will be attached and made a part of this Agreement. Such certification must state the recipient of the federal grant will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. 2 C.F.R. § Pt. 200, App. II.

2. **Debarment & Suspension.** If the total value of this Agreement exceeds \$25,000.00, this Agreement is a covered transaction for purposes of 2 C.F.R. Parts 180 and 1200. Therefore, the LPA is required to verify that neither it nor its principals or agents is presently debarred, suspended, proposed for debarment, declared ineligible, disqualified, or voluntarily excluded from participation in this transaction by any federal department or agency. A **Certification as to Current History Regarding Debarment, Eligibility, Indictments, Convictions, or Civil Judgments Attachment** will be attached to and made a part of this Agreement. 2 C.F.R. § 200.213.

3. **System for Award Management.** The Project Sponsor has registered with the System for Award Management (<http://www.sam.gov>), which provides a Unique Entity Identifier (SAM). The Project Sponsor shall maintain such registration at all times during which it has active federal awards.

4. **Buy America Compliance.** The Parties agree to comply with the Buy America requirements of 23 CFR § 635.410, as applicable, when purchasing items using Federal funds under this Agreement. Buy America requires the Parties to purchase only steel and iron produced in the United States, unless a waiver has been granted by FHWA or the product is subject to a general waiver. Costs for applicable materials which are not certified either compliant or under waiver will not be reimbursed.



Buy America requirements apply to all contractors/subcontractors and should be incorporated through appropriate contract provisions as needed.

5. **Prohibition on Certain Technologies.** All Parties agree that they will comply with 2 CFR § 200.216 and 2 CFR § 200.471 regulations. Such regulations provide that recipients and sub-recipients of federal funds are prohibited from obligating or expending loan or grant funds to 1) procure or obtain; 2) extend or renew a contract to procure or obtain, or; 3) or enter into a contract to procure or obtain telecommunication or video surveillance equipment, services, or systems produced by: Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); and Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). Any expenditures for such telecommunication or video surveillance equipment, services or systems are unallowable costs and will not be reimbursed.

## ARTICLE VII

### GENERAL PROVISIONS:

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

2. **Civil Rights Act.** The **Civil Rights Attachment** pertaining to the implementation of the Civil Rights Act of 1964, is attached and made a part of this Agreement.

3. **Contractual Provisions.** The provisions found in the current version of the **Contractual Provisions Attachment (Form DA-146a)**, which is attached, are hereby incorporated into and made a part of this Agreement.

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

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

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

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

8. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.

9. **Severability.** If any provision of this Agreement is held invalid, the invalidity does not affect other provisions which can be given effect without the invalid provision, and to this end the provisions of this Agreement are severable.

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

ATTEST:

THE CITY OF JUNCTION CITY, KANSAS

\_\_\_\_\_  
CITY CLERK (Date)

\_\_\_\_\_  
MAYOR

(SEAL)

Kansas Department of Transportation  
Secretary of Transportation

By: \_\_\_\_\_  
Greg M. Schieber, P.E. (Date)  
Interim Deputy Secretary and  
State Transportation Engineer

Approved as to Form:

### **INDEX OF ATTACHMENTS**

- ☒ Certification for Federal Aid Contracts and Accompanying Disclosure of Lobbying Activities
- ☒ Certification as to Current History Regarding Debarment, Eligibility, Indictments, Convictions, or Civil Judgments Attachment
- ☒ Civil Rights Act
- ☒ Contractual Provisions Attachment (DA-146a)

\*Note – If left unchecked, then inapplicable.

**Certification -- Federal Funds -- Lobbying  
Required Contract Provision**

Definitions

1. **Designated Entity:** An officer or employee of any agency, a Member of Congress or any state legislature, an officer or employee of Congress or any state legislature, or an employee of a Member of Congress or any state legislature
2. **Federal Grant:** An award of financial assistance by the Federal government (Federal Aid Highway Program is considered a grant program)
3. **Influencing (or attempt):** Making, with the intent to influence, any communication to or appearance before any designated entity in connection with the making of any Federal grant
4. **Person:** An individual, corporation, company, association, authority, firm, partnership, society, state or local government
5. **Recipient:** All contractors, subcontractors or subgrantees, at any tier, of the recipient of fund received in connection with a Federal grant.

Explanation

As of December 23, 1989, Title 31 U.S.C. (new) Section 1352 limits the use of appropriated Federal funds to influence Federal contracting. Under this new section no appropriated funds may be used by the recipient of a Federal grant to pay any person to influence or attempt to influence a designated entity in connection with the naming of a Federal grant or the extension, renewal, amendment or modification of any grant. These restrictions apply to grants in excess of \$100,000.00. Submission of this Certification is required for participation in this Project by Federal Law. For each failure to file, a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 may be imposed.

**Note:** If funds other than appropriated Federal funds have or will be paid to influence or attempt to influence a designated entity it must be reported. If required, the reporting shall be made on KDOT Form No. 401, "Disclosure of Lobbying Activities", in accordance with its instructions. KDOT Form No. 401 is available through the Bureau of Design.

**THE ABOVE DEFINITIONS, EXPLANATION AND NOTE ARE ADOPTED AND INCORPORATED BY REFERENCE IN THIS CERTIFICATION FOR ALL PURPOSES THE SAME AS IF SET OUT IN FULL IN IT.**

The maker of this Certification states that it has been signed on the maker's behalf or, if on behalf of some other person, that the maker is vested with legal right and authority to bind and obligate the other person in the making of this Certification submitted in regard to this Agreement.

The maker certifies that: No Federal appropriated funds have been paid or will be paid by or on behalf of the maker, to any person, for influencing or attempting to influence any designated person in connection with the awarding of any Federal grant or the extension, continuation, renewal, amendment or modification of any Federal grant.

In the event that the maker subcontracts work in this Agreement, the maker will provide to and require the signing of this Certification by the subcontractor, and shall keep and maintain the original signed form as part of the contract with the subcontractor.

The maker understands that this Certification is a material representation of fact upon which reliance was placed as part of this transaction.

\_\_\_\_\_  
(Date)

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

CERTIFICATION BY PARTICIPANTS AS TO CURRENT HISTORY  
REGARDING DEBARMENT, ELIGIBILITY, INDICTMENTS, CONVICTIONS, OR  
CIVIL JUDGMENTS

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By signing this certificate, the Participant certifies that neither it nor its principals (owner, partner, director, officer, principal investigator, project director, manager, auditor, or any other position involving the administration of federal funds) is:

- (1) not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- (2) has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;
- (3) does not have a proposed debarment pending;
- (4) and has not been indicted, convicted, or had a civil judgment rendered against (it) by a court of competent jurisdiction in any manner involving fraud or official misconduct within the past three years.

List any exceptions here: \_\_\_\_\_

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Exceptions will not necessarily result in denial of award, but will be considered in determining bidder or respondent responsibility. For any exceptions noted, indicate below to whom it applies, initiating agency, and dates of action.

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Providing false information may result in criminal prosecution or administrative sanctions.

Participant/Firm's Name: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Authorized Company Official's Name and Title: \_\_\_\_\_  
(Typed or Printed)

Signature of Authorized Representative: \_\_\_\_\_ (Date)

## KANSAS DEPARTMENT OF TRANSPORTATION CIVIL RIGHTS ATTACHMENT

### PREAMBLE

The Secretary of Transportation for the State of Kansas, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. § 2000d to 2000d-4) and other nondiscrimination requirements and the Regulations, hereby notifies all contracting parties that it will affirmatively ensure that this contract will be implemented without discrimination on the grounds of race, color, national origin, sex, age, disability, income-level or Limited English Proficiency ("LEP").

### CLARIFICATION

Where the term "contractor" appears in the following "Nondiscrimination Clauses", the term "contractor" is understood to include all parties to contracts or agreements with the Secretary of Transportation, Kansas Department of Transportation. This Attachment shall govern should this Attachment conflict with provisions of the Document to which it is attached.

### ASSURANCE APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in its Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration (FHWA), the Federal Transit Administration ("FTA") or the Federal Aviation Administration ("FAA") as they may be amended from time to time which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontractors, Including Procurements of Material and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA, Federal Transit Administration ("FTA"), or Federal Aviation Administration ("FAA") to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or, the FHWA, FTA, or FAA as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA, FTA, or FAA may determine to be appropriate, including, but not limited to:
  - a. withholding payments to the contractor under the contract until the contractor complies; and/or
  - b. cancelling, terminating or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of the paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any

subcontract or procurement as the Recipient or the FHWA, FTA, or FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

#### ASSURANCE APPENDIX E

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

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- The Federal Aid Highway Act of 1973 (23 U.S.C. § 324 et. seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et. seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et. seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL No. 100-259), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with LEP, and resulting agency guidance, national origin discrimination includes discrimination because of LEP. To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681)

**CONTRACTUAL PROVISIONS ATTACHMENT**

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

The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 07-19), which is attached hereto, are hereby incorporated in this contract and made a part thereof.

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

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least thirty (30) days prior to the end of its current fiscal year and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to ninety (90) days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101, *et seq.*).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001, *et seq.*) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111, *et seq.*) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101, *et seq.*) (ADA), and Kansas Executive Order No. 19-02, and to not discriminate against any person because of race, color, gender, sexual orientation, gender identity or expression, religion, national origin, ancestry, age, military or veteran status, disability status, marital or family status, genetic information, or political affiliation that is unrelated to the person's ability to reasonably perform the duties of a particular job or position; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to



comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) Contractor agrees to comply with all applicable state and federal anti-discrimination laws and regulations; (g) Contractor agrees all hiring must be on the basis of individual merit and qualifications, and discrimination or harassment of persons for the reasons stated above is prohibited; and (h) if it is determined that the contractor has violated the provisions of any portion of this paragraph, such violation shall constitute a breach of contract and the contract may be canceled, terminated, or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

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

# City of Junction City

## City Commission

### Agenda Memo

March 28, 2023

**From:** Ray Ibarra, Public Works Director  
**To:** Allen Dinkel, City Manager and City Commission  
**Subject:** **Approval for a Grant of Temporary Construction Easement for constructing a 10-ft. Bike/Pedestrian Trail**

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**Objective:** The consideration and approval for a Temporary Construction Easement on the portion of Tract 1, a Replat of Subdivision One, West Acres Subdivision in the amount of \$3,000.00

**Explanation of Issue:** Public Works is seeking approval for the Grant of Temporary Construction Easement for construction of a 10-ft. concrete Bike/Pedestrian trail that will go from Spring Valley Rd to the new K-18 Roundabout.

The construction of the new 10-ft. concrete Bike/Pedestrian trail requires a temporary easement of 5,189 square feet of property for constructing the 10-ft. concrete trail.

**Budget Impact:** Funding will be from the Special Highway or FFE Funds

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

**Recommendation:** City staff recommends approval of the Grant of Temporary Construction Easement for the purposes of constructing a 10-ft. concrete Bike/Pedestrian Trail on Tract 1, Replat of Subdivision One, West Acres Subdivision.

**Suggested Motion:** Commissioner \_\_\_\_\_ moves to approve the Grant of Temporary Construction Easement in the amount of \$3,000.00 for constructing the new 10-ft. concrete Bike/Pedestrian trail as presented.

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

**Enclosures:** Grant of Temporary Construction Easement Document and Easement Description; Exhibit A of the Easement Area

## **TEMPORARY CONSTRUCTION EASEMENT**

THE UNDERSIGNED GRANTOR is the owner of record of that real property ("the subject property") bearing the following legal description:

THAT PORTION OF TRACT 1, A REPLAT OF SUBDIVISION ONE, WEST ACRES SUBDIVISION RECORDED IN PLAT BOOK C AT PAGE 20B, IN THE CITY OF JUNCTION CITY, COUNTY OF GEARY, STATE OF KANSAS, BEING DESCRIBED AS FOLLOWS:

ALL BEARINGS HEREIN ARE BASED ON AN ASSUMED BEARING OF N 00°19'12" W ON THE EAST BOUNDARY LINE OF SAID TRACT 7, A REPLAT OF SUBDIVISION ONE, WEST ACRES SUBDIVISION. COMMENCING AT THE POINT OF INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF K-18 HIGHWAY AND THE WEST LINE OF SAID TRACT 1; THENCE ON SAID NORTH RIGHT-OF-WAY LINE, S 64°06'19" E 4.30 FEET TO THE POINT OF BEGINNING; THENCE N 89°41'02" E 249.43 FEET TO THE EAST LINE OF SAID TRACT 1, SAID POINT ALSO BEING ON THE WESTERLY RIGHT-OF-WAY LINE OF SPRING VALLEY ROAD; THENCE ON SAID EAST LINE AND SAID WESTERLY RIGHT-OF-WAY LINE, S 07°17'15" W 4.04 FEET; THENCE CONTINUING ON SAID EAST LINE AND SAID WESTERLY RIGHT-OF-WAY LINE, S 44°53'08" W 28.38 FEET TO THE INTERSECTION OF SAID WESTERLY RIGHT-OF-WAY LINE AND THE NORTH RIGHT-OF-WAY LINE OF K-18 HIGHWAY; THENCE ON SAID NORTH RIGHT-OF-WAY LINE, S 89°41'00" W 180.00 FEET; THENCE CONTINUING ON SAID NORTH RIGHT-OF-WAY LINE, N 64°06'19" W 54.35 FEET TO THE POINT OF BEGINNING.

CONTAINS 5,188.52 SQUARE FEET, MORE OR LESS.  
END OF DESCRIPTION

THE UNDERSIGNED GRANTOR, for and in consideration of the sum of three thousand (\$3000.00) and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, hereby grants, sells, conveys, and delivers unto the City of Junction City, Kansas, a municipal corporation ("Grantee"), a Temporary Construction Easement ("Easement") for the purposes of constructing the K-18 Trail and retaining wall project on the property owned by Grantor, said Easement bearing the description in the attached drawing marked Exhibit A.

1. Grantee shall, during the term of this Easement, have the right of ingress and egress from the K-18 Highway right-of-way, except Grantee shall not travel over, through or across the Grantor's parking lot or driveway, for the purposes of constructing and installing a new concrete trail and retaining wall and to do all things necessary or proper for the use of said Easement for said construction and installation of said public facilities and structures. Grantee shall adhere to and comply with the Kansas Work Zone Safety and Mobility Processes and Procedures Manual published by the Kansas Department of Transportation.
2. Grantee shall at all times cooperate with Grantor and comply with reasonable requests not inconsistent with the purpose for which this agreement is issued.
3. Grantee agrees that, following the termination of the Easement, it shall leave the adjoining area free of litter and debris, shall cause the adjoining area to be of a level and grade compatible with that of the area around said Easement, and shall restore the adjoining area disturbed by Grantee or its agent(s), including the restoration of driveways, parking areas, landscaping, and irrigation systems at the earliest practical time and in accord with the condition in which such existed at the commencement of said activities.

4. Grantee will provide a one-year warranty against the settlement of the parking area in the Easement that may be affected by the retaining wall construction.
5. Grantor shall, during the term of this Easement, do or cause nothing to be done to interfere with the Grantee's right of use of said Easement for the purposes herein stated. Grantee agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless Grantor, including its successors and assigns, from all claims for bodily injury and property damage, other than property insured, including reasonable attorneys' fees, costs, and expenses, that may arise from the Grantee's exercise of its rights and obligations under this Easement, but only to the extent that such is caused by the negligent or intentional wrongful acts or omissions of Grantee, its agents, contractors, subcontractors, licensees and permittees. This indemnification clause shall not apply to any negligent or intentional wrongful acts or omissions of Grantor. Grantee shall name Grantor as an additional insured on performance bonds and/or insurance policies held by general contractor and all subcontractors.
6. This Easement shall terminate and be of no further force and effect upon final completion of the contemplated construction activities, or two years from full execution of this Easement, whichever is sooner. Grantee shall have the option to seek renewal for an additional two-year period with consideration calculated at the then-current property value.
7. THE UNDERSIGNED FURTHER WARRANTS that it has good and lawful right to convey said Easement and will forever defend the title thereto.
8. THIS GRANT AND CONVEYANCE is and shall be binding and obligatory upon the heirs, administrators, executors, personal representatives, successors, and assigns of the Grantor and the Grantee.
9. NOTICES. Any notice or demand desired or required to be given hereunder shall be in writing and deemed given when personally delivered or delivered by a nationally recognized overnight courier service or three (3) days after it is deposited in the United States Mail, postage prepaid, sent certified or registered and addressed as follows:

If to Grantor:

Luther C. Miller, President

*Cem* ~~Virgil Duane Braddock~~, Secretary *Gerry Ingestas, Secretary*  
Spring Valley Congregation of Jehovah's Witnesses, Junction City, Kansas, Inc.  
816 N. Spring Valley Rd.  
Junction City, KS 66441

If to Grantee:

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

DATED THIS 17th day of March, 2023 *per* 2022.

GRANTOR:

Luther C. Miller

Luther C. Miller, President

Spring Valley Congregation of Jehovah's Witnesses, Junction City, Kansas, Inc.

ACKNOWLEDGMENT

STATE OF KANSAS, COUNTY OF GEARY, SS:

On this 17th day of March 2023 <sup>Jul</sup>, before me personally appeared Luther C. Miller, President, Spring Valley Congregation of Jehovah's Witnesses, Junction City, Kansas, Inc., a corporation duly incorporated and existing under the laws of the State of Kansas, who is personally known to me to be the same person who executed, as such officer, the foregoing Grant of Temporary Construction Easement on behalf of said corporation, and such person duly acknowledged the execution of the same to be the act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in Junction City, Kansas, the day and year first above written.

Taryn Keller  
Notary Public  
TARYN KELLER  
Notary Public - State of Kansas  
My Appt. Expires 08/04/2024

GRANTOR:

Virgil Duane Braddock

Virgil Duane Braddock, Secretary Gerry Maestas, Secretary  
Spring Valley Congregation of Jehovah's Witnesses, Junction City, Kansas, Inc.

ACKNOWLEDGMENT

STATE OF KANSAS, COUNTY OF GEARY, SS:

Gerry Maestas  
ec. Om On this 17th day of March 2023 <sup>Jul</sup>, before me personally appeared Virgil Duane Braddock, Secretary, Spring Valley Congregation of Jehovah's Witnesses, Junction City, Kansas, Inc., a corporation duly incorporated and existing under the laws of the State of Kansas, who is personally known to me to be the same person who executed, as such officer, the foregoing Grant of Temporary Construction Easement on behalf of said corporation, and such person duly acknowledged the execution of the same to be the act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in Junction City, Kansas, the day and year first above written.

Taryn Keller  
Notary Public  
TARYN KELLER  
Notary Public - State of Kansas  
My Appt. Expires 08/04/2024

GRANTEE:



Ray Ibarra, Director of Public Works  
City of Junction City, Kansas

ACKNOWLEDGMENT

STATE OF KANSAS, COUNTY OF GEARY, SS:

On this 17th day of March <sup>2023 juk</sup>~~2022~~, before me personally appeared Ray Ibarra, Director of Public Works of the City of Junction City, Kansas, a municipality duly incorporated and existing under the laws of the State of Kansas, who is personally known to me to be the same person who executed, as such officer, the foregoing Grant of Temporary Construction Easement on behalf of said corporation, and such person duly acknowledged the execution of the same to be the act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in Junction City, Kansas, the day and year first above written.

  
Notary Public

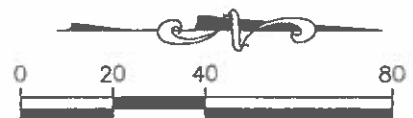
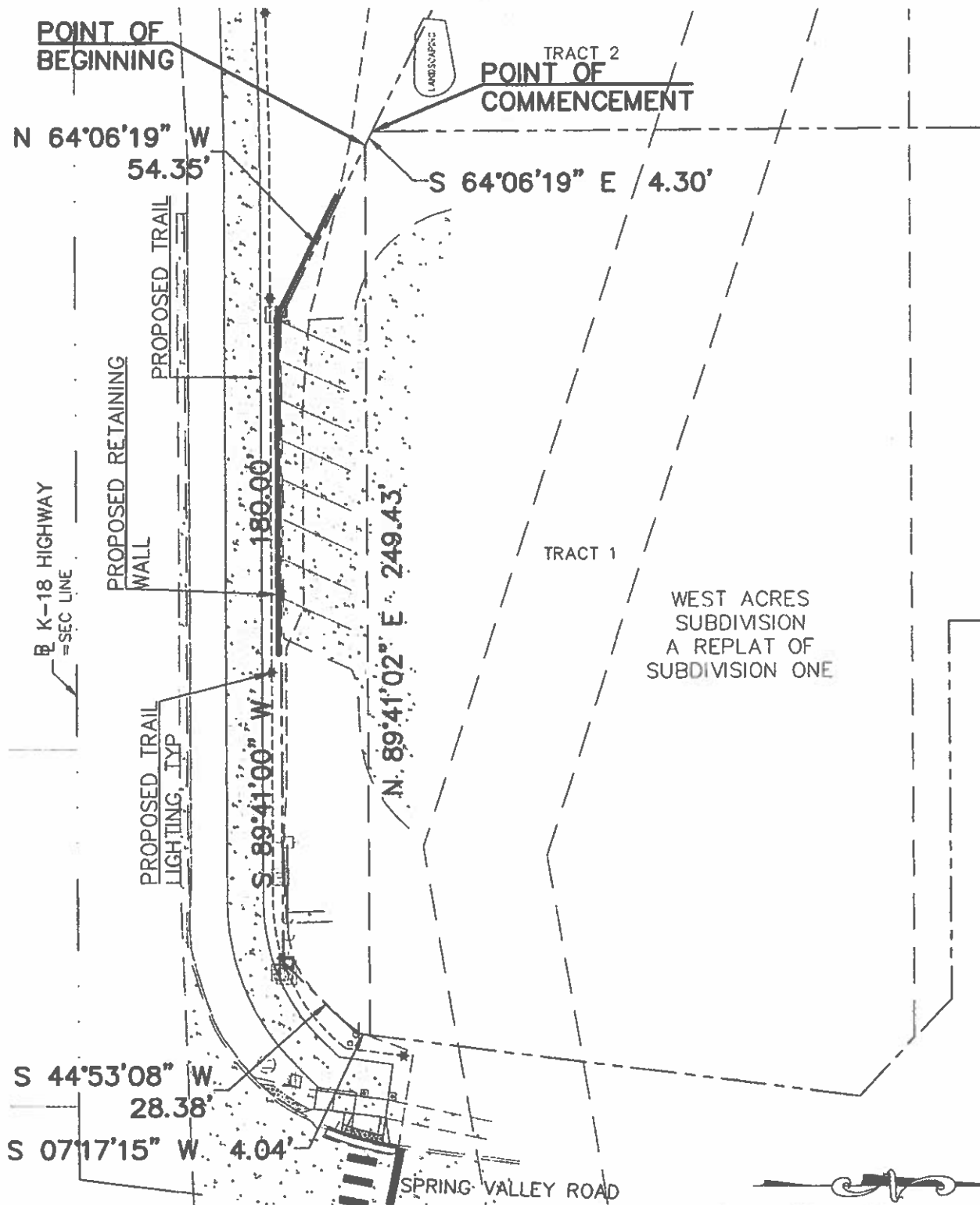


APPROVED AS TO FORM:



Britain D. Stites, #24661  
City Attorney  
City of Junction City, Kansas

# EXHIBIT A



SCALE: 1" = 40'

SEPTEMBER 30, 2021

8931EXBF JEHOVAHS WITNESS CHURCH RW



**KAW VALLEY ENGINEERING**

2319 NORTH JACKSON | P.O. BOX 1304  
JUNCTION CITY, KANSAS 66441  
PH. (785) 762-5040 | FAX (785) 762-7744  
jc@kveng.com | www.kveng.com

# City of Junction City

## City Commission

### Agenda Memo

04-04-2023

**From:** Allen J. Dinkel, City Manager

**To:** Governing Body

**Subject: Discuss Quorum Number for City Commission Meetings**

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**Explanation of Issue:** Recently I was asked to place this topic on the agenda for discussion. Many governing bodies set the number of a quorum at more than 50% of the number of elected persons on the Governing Body. In other words, since the City of Junction City has a Governing Body has 5 persons, a quorum would be 3. Remember the Mayor in our form of government is selected to that roll by the City Commission but is elected as a City Commissioner and has the same rights as all City Commissioners at that time as the Mayor can vote, make and second motions, does not have "Veto" power or has the ability to break a tie. In most cities with an elected Mayor the Mayor does not count in the number of persons for a quorum. However, there are 2 cities in Kansas with an elected Mayor that have voting powers and are a member of the quorum. Our local USD #475 Board of Education has 7 elected members, so their quorum is 4. The Geary County Commission is made up of 3 elected Commissioners, the quorum is 2.

On June 30, 1992, the City Commission adopted Charter Ordinance No. 21, a copy of which is attached, by a 5 to 0 margin. This Charter Ordinance set the quorum of the City Commission at 34 members. I understand the City of Manhattan had a 4-member quorum and changed back to 3. However, remember The City of Manhattan still has 2 readings of an ordinance, but it was decided to only have 1 here. Every City does not have to be the same.



We have not been able to ascertain why the Charter Ordinance was adopted, but since shortly after that time, the City of Junction City has had a 4-person quorum. Remember a majority still remains at 3 so a motion can pass with a 3-2 margin. There are however instance when a "Super Majority" is required, so then a 4 to 1 vote is needed.

There also is practice when not more than  $\frac{1}{2}$  of a quorum can meet for City business outside of a meeting. Presently since The City of Junction City has a 4-member quorum so 2 City Commissioner can meet to discuss certain business. This allows us to have discussions with certain projects such as meetings with Kaw Valley Engineering or with Economic Development projects. This includes other communication such as e-mail, texts, etc. Dropping to the 3, this would no longer be an option.

Another advantage of the 4-member quorum is that a meeting can not be held with only 3 persons which is the majority. There have been decisions made in local governments in Kansas when just part of the governing body was present. The 4-member majority helps to eliminate that from occurring.

**Budget Impact:** None

**Staff Recommendation:** This is just a discussion item at this time. Both a 3- and 4-member quorum are allowable, but the key is to have what is best for the City of Junction City.

**Attachments:** Charter Ordinance #21; A Citizen's Guide to KOMA and KORAS

CHARTER ORDINANCE NO. 21

A CHARTER ORDINANCE EXEMPTING THE CITY OF JUNCTION CITY, KANSAS FROM CERTAIN PROVISIONS OF K.S.A. 13-1810, PROVIDING SUBSTITUTE PROVISIONS ON THE SAME SUBJECT FOR THE PURPOSE OF CHANGING THE DEFINITION OF A QUORUM OF THE GOVERNING BODY FOR THE TRANSACTION OF BUSINESS.

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

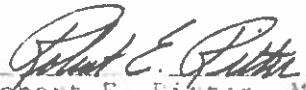
Section 1. In accordance with and under the authority of the provisions of Article 12, Section 5(c) of the Constitution of the State of Kansas, the City of Junction City, Kansas hereby elects to exempt itself and make inapplicable to it a certain portion of K.S.A. 13-1810 and substitute another provision as hereinafter provided.

Section 2. K.S.A. 13-1810. MEETINGS OF BOARD; QUORUM. provides in its second sentence that, "the majority of said Board shall constitute a quorum for the transaction of business, but no final action shall be taken in any matter respecting the department of any absent commissioner, unless such business has been made a special order, with notice to such commissioner of such contemplated action, or unless such action is taken at a regular meeting of the board". This definition of a quorum, that is, a majority of the board of commissioners, is applicable to the City of Junction City, a City-Manager plan city organized under K.S.A. 12-1002 et seq., as amended, by K.S.A. 12-1017 which provides that the general laws establishing a commission form of government in cities shall apply to City-Manager plan governments.

Section 3. The following language is hereby substituted for the language quoted in Section 2 above: "Four (4) members of said board shall constitute a quorum for the transaction of business". The remaining language quoted in Section 2, above, of the second sentence in K.S.A. 13-1801 is deemed to be surplusage as it does not apply to a City-Manager plan form of government.

Section 4. This Charter Ordinance shall take effect sixty-one (61) days after the final publication, unless a sufficient petition for referendum is filed and a referendum is held on the ordinance as provided in Article 12, Section 5(c)(3) of the Constitution of the State of Kansas, in which case the ordinance shall become effective, if approved, by a majority of the electors voting thereon.

PASSED AND ADOPTED BY THE GOVERNING BODY, not less than two-thirds of the members elect voting in favor thereon on the 3<sup>rd</sup> day of JUNE, 1992.

  
Robert E. Ritter, Mayor

ATTEST:

  
RODNEY D. BARNES, CITY CLERK

(SEAL)

# A Citizen's Guide to Open Government

*Kansas Open Meetings Act*  
*Kansas Open Records Act*

*Provided by*



**Kansas Attorney General**  
**Derek Schmidt**



## Kansas Attorney General Derek Schmidt

Dear Fellow Kansans:

Our state has a long and rich history of ensuring that all of our citizens can participate in our democracy.

That's why our two principal open-government laws – the Kansas Open Records Act and the Kansas Open Meetings Act – are so important. They establish the legal requirement that the decision making of our public bodies remains open and subject to scrutiny and participation by our citizens.

As your attorney general, I share responsibility to enforce these laws and to help Kansans understand what they do, and do not, require.



This brochure is intended to help you and other Kansans understand the basic requirements of the Open Records Act and the Open Meetings Act. It answers common questions about the two and helps you understand what rights you, as a Kansan, have to obtain the records of your government and to view its activities.

In partnership with others who have a keen interest in open government – including the Kansas Sunshine Coalition – our office provides training for local and state officials about their duties and obligations under these laws. We work to resolve open government disputes and bring enforcement actions when necessary.

But I believe strongly that the best outcome is when everyone knows and respects our open government laws and we prevent violations from occurring in the first place. That's the point of this and similar publications.

For more information, you can check our website at [www.ag.ks.gov](http://www.ag.ks.gov) or call my office at (785) 296-2215.

Thank you for your interest in open government!

Best wishes,

A handwritten signature in black ink that reads "Derek". The signature is stylized, with a large, sweeping "D" and a cursive "erek".

Derek Schmidt  
Kansas Attorney General

# Understanding the Kansas Open Meetings Act (KOMA)

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## The Purpose and Scope of the KOMA

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### **What is the KOMA about?**

The KOMA is a law that guarantees anyone the right to observe governmental policy makers, such as your local school board, city council, county commissioners or most functions of the state legislature, that make the decisions affecting your life.

### **What types of groups are subject to the KOMA?**

The KOMA applies to all of the political and taxing subdivisions in Kansas. There are approximately 4,000 public bodies and agencies that fall into this category. The KOMA may also apply to other organizations if they were created or controlled by a public body or agency or act on behalf of a public body or agency. This includes committees or sub-groups created by a public body or agency.

### **How do you know if a group is going to be subject to the KOMA?**

That is determined by looking at all of the facts surrounding the creation and operation of the group. We also look at what services are provided by a group. If a group is providing a governmental service, it is more likely it will be subject to the KOMA.

The KOMA does not apply to the meetings of private groups such church groups, private clubs, private corporations or businesses or any other private associations.

### **Does the KOMA apply to every meeting related to the government?**

No, the KOMA only applies to a public body or agency. It does not include the staff meetings for a public agency. It does not apply to elected officials who are not part of a public body, such as the governor.

### **Does the KOMA apply to Kansas courts or judges?**

No, courts and judges are excluded from the KOMA.

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## Meeting Matters Not Covered by the KOMA

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### **Does the KOMA include a requirement for an agenda?**

No, although the creation of an agenda before the meeting will help provide focus for both the public body or agency and the public, there is no requirement in the KOMA to create an agenda. This also means that the content of the meeting may be changed at any time by amending the agenda.

### **Does the KOMA require detailed minutes of all of the items discussed at a meeting?**

No, the KOMA does not speak to minutes or agendas, except to require that motions to go into executive session be completely recorded in the minutes. Meeting minutes are the responsibility of the public body or agency and the public body or agency determines what is recorded in the minutes.

### **Is the KOMA the same thing as Roberts Rules of Order?**

No, the KOMA does not address the conduct of meetings or other procedural matters, such as the order of business, content of reports or length of time that may be spent on a topic of discussion.

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## **KOMA Requirements for Public Bodies and Agencies**

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### **What does the KOMA require a public body or agency to do?**

There are two main requirements. First, any meetings must be open to all members of the public. Second, notice of meetings must be provided to anyone who has requested it.

### **What does “open” mean in the KOMA?**

It means that the meeting must be conducted in a way that the public may observe or listen to the proceedings.

### **Does that mean a meeting must be moved to another location if members of the public cannot get into the meeting room?**

No, the KOMA does not require that public meetings be moved to larger or better locations. Meeting locations are left up to the public body or agency. Unless there is evidence that the public body or agency deliberately moved a meeting to a location with limited access to avoid public observation, there is no conflict with the requirements of the KOMA.

### **Does a public body or agency have to let members of the audience speak at a meeting?**

No, the KOMA does not require that the public be allowed to speak. Some other law may require a public hearing with the opportunity to speak on that issue, but the KOMA does not.

### **Can I use a camera or other recording device to record a meeting?**

Yes, the KOMA allows recording, but subject to reasonable rules to prevent disruption of the meeting, safety hazards, or other legitimate concerns. You may want to contact the public body or agency in advance to learn about any rules that may apply to recordings.

### **May one or more members of a public body or agency participate in a meeting by telephone?**

Yes, as long as the meeting is open to the public so they might listen to the discussion.

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## **KOMA Meetings**

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### **What is a meeting, as defined by the KOMA?**

Three conditions must be met in order for a meeting to occur. All three must be satisfied. They are:

1. A gathering or assembly in person or by telephone or any other medium for interactive communication.
2. By a majority of the members of the public body or agency.
3. Discussion of the business or affairs of that public body or agency.

### **How is “interactive communication” applied?**

The best way to determine if “interactive communication” has taken place is to think of it as two-way communication. For example, an email from one member of a public body to the rest of the body members is only one-way until there is a reply to all, and then it becomes a two-way communication that may violate the KOMA.

The two-way communication can be by any means, including using individuals as “go-betweens.”

### **What is a majority of the public body or agency?**

Majority is one more than one-half of the membership. When counting the number of members, vacant positions must be counted as well. For example, if a school board has seven members, but there are two vacancies, a majority remains four.

### **Are there any topics that may be discussed by a majority outside of a meeting?**

The only topic that may be discussed by a majority outside of a meeting is to determine a mutually acceptable meeting time so notice of that meeting may be provided.

Discussion alone triggers the KOMA requirements, regardless of whether an agreement is reached or a survey of how members are going to vote takes place. None of those actions are permitted.

### **Can members avoid the KOMA requirements by discussing public body or agency business with less than a majority of the other members?**

Not really, as interactive communications in a series are forbidden by the KOMA. A violation will occur if all of the following conditions are met:

- Interactive communications collectively involve a majority of the public body or agency,
- A common topic is discussed concerning the business or affairs of the public body or agency, and
- There is intent by any or all of the participants to reach agreement upon a topic that requires binding action in an open meeting by the public body or agency.

### **Can a majority of the members attend a meeting of another group?**

Yes, as long as they refrain from any discussions about the business of their public body or agency.

This limitation applies to all formal and informal gatherings, such as conferences, ribbon cuttings or social clubs.

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## **KOMA Notice Requirements**

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### **When does a public body or agency have to provide notice?**

Notice is required only when someone requests to receive notice of meetings. There is nothing in the KOMA that requires general notice, such as publishing the agenda in the newspaper or posting it on the agency website.



**How do I request notice?**

All you need to do is make a request to the appropriate public body or agency. Although not required, it is a good idea to make your request in writing and keep a copy.

**What kind of notice should I expect?**

The KOMA does not specify the method of notice; it could be verbal or written. The notice must provide you with the time, place and date of the proposed meeting.

You may receive a single notice for all regular meetings of the public agency or body. You should still receive notice for any special meetings or changes in the time, place or date of regular meetings.

**How long is my request effective?**

Your request is good for the fiscal year of the public body or agency. But, the public body or agency must contact you and ask if you wish to continue to receive notice before they discontinue providing it to you.

**Is there a minimum time required to give notice?**

No, the KOMA only requires “reasonable” notice. In some situations, that could be very short. If you believe a public body or agency did not provide reasonable notice, discuss the situation with the public body or agency to learn when others, including the members, received notice of a meeting. If this does not resolve the matter, please see the Enforcement section of this guide.

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**Executive Sessions: Closing an Open Meeting**

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**What is an executive session?**

An executive session is when the public body is permitted to discuss certain subjects in private.

**What are the procedures to enter into an executive session?**

An executive session may only take place once an open meeting is convened. A motion must be made to enter into executive session. That complete motion and the resulting vote must be entered into the minutes.

**What must a motion to enter into an executive session say?**

There are three parts:

1. A statement describing the subject(s) to be discussed in executive session, without revealing confidential information.
2. The justification: a reference to one of the permitted topics for executive session contained in the KOMA.
3. The time and place at which the open meeting will resume.

**If a public body does not include all three portions, is the executive session illegal?**

Probably not, as the courts have determined a technical violation occurs if there is an error in the motion, but the public body maintained the spirit of the KOMA.

**Who may attend an executive session?**

Only the members of the public body holding the executive session have a right to attend. The public body may include others, if they believe their information is important.

**Can the public body make a binding decision in executive session?**

No. Binding decisions must be made in an open meeting. The public body may reach a consensus during an executive session; however, binding action must occur during an open meeting.

**What topics may be discussed in executive session?**

The KOMA permits several topics including these most common topics:

- To discuss personnel matters relating to non-elected personnel
- Consultation with an attorney for the public body or agency which would be deemed privileged in the attorney-client relationship
- To discuss employee-employer negotiations
- To discuss data relating to the financial affairs or trade secrets of corporations, partnerships, trusts, and individual proprietorships
- To discuss matters relating to action affecting a person as a student, patient or resident of a public institution
- For preliminary discussion of acquisition of real property
- To discuss matters relating to security measures that protect specific systems, facilities or equipment including persons and private property if related to the agency.

**What is permitted under the nonelected personnel matters subject?**

The public body may only discuss its own individual employees and applicants for employment. They are not permitted to discuss elected officials, independent contractors, candidates for appointment to other boards or commissions or general concerns affecting all employees, such as a proposed pay plan.

**What is permitted under the attorney consultation subject?**

The public body's attorney must attend the executive session, even by speaker phone, to provide legal advice to the body.

Non public body or agency personnel may only attend if they are considered part of the client organization, such as consulting engineers.

**What is permitted under the employee and employer negotiation subject?**

Only discussion about negotiations with recognized bargaining units, not general employee matters.

**What is permitted under the financial and trade secret subject?**

Financial information of a private business or any trade secrets they may need to disclose to a public body or agency. General discussion of tax incentives is not permitted.

**What is permitted under the student, patient or resident of a state institution subject?**

The public body may discuss any matter that may have an impact on the individual's status as a student, patient or resident of a state institution, either in a positive or negative way. The individual may request that any hearing be conducted in an open meeting.

**What is permitted under the property acquisition subject?**

The public body may only discuss purchasing, not selling, real property. Real property is land with or without structures. A discussion of purchasing equipment or software is not permitted here.

**What is permitted under the security subject?**

The public body may review security measures for all of the facilities and operations under their control.

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**Enforcement of the KOMA**

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**What should I do if I think there has been a KOMA violation?**

The KOMA can be enforced by anyone – private citizens, the county or district attorney, or the Attorney General. You have three options if you think there has been a KOMA violation.

1. You may file your own case in district court against the members of the public body or agency.
2. You may file a complaint with the county or district attorney.
3. You may file a complaint with the Office of the Attorney General. If you decide to file a complaint with the attorney general's office, you must use the complaint form available online at [www.ag.ks.gov](http://www.ag.ks.gov).

**What if I disagree with the findings of the county or district attorney?**

You may file your own case in district court against the members of the public body or agency. The Attorney General will not review the findings of a county or district attorney. That is the role of the courts.

**What happens if a violation is found?**

That depends upon the situation. If we find that a violation has occurred, depending upon the severity, the typical resolution is to enter into a settlement agreement such as a consent order. We are seeking compliance with the KOMA and assuring that future violations do not occur.

If the circumstances show a pattern of willful disregard of the KOMA rules, we may impose a finding of violation on the public body or agency, or take the individuals responsible to court.

**What can the Attorney General do to a violator?**

The Attorney General may fine individual members of the public body or agency up to \$500 for each violation, require completion of Attorney General approved training, order the public body or agency to cease and desist from violating the KOMA, require future compliance with the KOMA, and require submission of proof of compliance. A violation of the KOMA may subject the individual to removal from office by ouster or recall.

**What can a court do to a violator?**

A court may fine individual members of the public body or agency up to \$500, require completion of Attorney General approved training, order the public body or agency to cease and desist from violating the KOMA, reverse any actions that were taken illegally, and potentially subject the individual to removal from office by recall or ouster.

The court shall award attorney fees and costs to private parties if they bring the action, and the public agency did not act in good faith and with a reasonable basis in law.

The KOMA is a civil statute, not criminal, so the violator will not be sent to jail under the KOMA.

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**NOTES**

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# Understanding the Kansas Open Records Act (KORA)

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## The Purpose and Scope of the KORA

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### **What is the purpose of the KORA?**

The KORA is a law that permits the public to review or get copies of public records. There are two parts of the law. One part governs the procedure that public agencies must follow when someone requests a public record. The other part categorizes public records and, under certain circumstances, permits an agency to withhold public records.

### **What are public records?**

Public records are records made, maintained, kept by or possessed by a public agency, or any officer or employee of a public agency pursuant to the officer's or employee's official duties, regardless of location, which are related to the functions, activities, programs or operations of any public agency. They may be in any form, including electronic storage and emails. The content of records varies widely; some track the routine activities of government while others contain personal information about citizens and businesses.

### **Why would a public agency have personal information about citizens and businesses?**

Public agencies have regulatory responsibilities that require gathering personal information. Common examples include tax returns, driver's licenses and automobile registration. Many professions are licensed, such as doctors, dentists, cosmetologists, attorneys and accountants to name a few. Personal information is collected as a part of the initial licensing, but also in case of complaints and investigations.

### **What types of groups are subject to the KORA?**

The KORA applies to State of Kansas agencies and all of the political and taxing subdivisions in Kansas. There are approximately 4,000 groups and organizations that fall into this category. The KORA may also apply to other organizations if they were created or controlled by a public agency or act on behalf of a public agency.

### **How do you know if a group is going to be subject to the KORA?**

That is determined by looking at all of the facts surrounding the creation and operation of the group. We also look at what services are provided by a group. If a group is providing a governmental service, it is more likely they will be subject to the KORA.

The KORA does not apply to the records of private citizens or groups such as church groups, private clubs, private corporations or businesses or any other associations.

### **Does the KORA apply to court records?**

Generally, yes, however the KORA permits the judicial branch to make its own rules for reviewing or obtaining records. Those rules are posted on the Kansas Supreme Court website and at the district courts throughout the state. The KORA does not apply to records made, maintained or kept by individual judges.

### **Is the KORA the same as the Freedom of Information Act (FOIA)?**

No, the FOIA is the federal law that applies to records of the federal government. The FOIA and the KORA are different laws that have similar provisions, but are not exactly the same.

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## **Procedures for Obtaining Copies of Public Records**

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### **How do I request a record?**

The best place to begin is with either the public agency's designated record custodian or Freedom of Information Officer. One staff member may fill both roles. In either case, they will assist you with your request.

### **Do I have to put my request in writing?**

A public agency may require you to do that, but not on any particular form. The reason for this requirement is so both you and the public agency are clear on what records you are seeking.

### **Who can request a record?**

Anyone. There is no requirement that the person making the request have any special relationship to the record. There is no special status for any person making a record request, even if the record is about them.

### **What may the public agency ask of me when I request records?**

The public agency may ask you for your name and address. It is optional, but the agency may ask you for some form of proof of your identity.

### **Do I have to go in person to the place where the records are kept to make my request?**

No, you may make your request from anywhere. Many record transactions are handled through the mail or even online.

### **What do I do if the public agency that has the records doesn't have any full-time staff or regular business offices?**

The KORA permits very small public agencies that do not have regular office hours to establish reasonable hours when you can inspect or copy records, but the agency may require 24 hour notice. All of the other requirements for access remain the same.

### **May I take a public record and have it copied elsewhere?**

Not without the record custodian's written permission. If copies cannot be made where the records are kept, the custodian will make arrangements to have a copy made. Public record custodians are required to keep original documents safe, so they will be available for any person who might request that record.

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## Responding to Record Requests

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### **When can I expect to receive the records?**

It depends upon the availability of the records. Some records may be provided at the time they are requested, others may have to be gathered and reviewed before releasing them.

### **What is the “three day” requirement?**

A public agency must act upon your request as soon as possible, but not more than three business days later, beginning the day after the request was received.

### **Does this mean I will get the records in three days?**

No, the public agency must communicate with you within those three days. The public agency may provide the records, or explain that they do not have the records you want, or may inform you that the search or review is underway and will be completed as soon as possible.

### **Is there a deadline when the records must be given to me?**

No, each request and record is unique, although if there is a delay, the record custodian should provide a time estimate to you. Some records may need to be gathered from remote locations. Other records that contain closed portions must be reviewed and appropriately redacted or blacked out.

### **Does the KORA require that a public agency answer my questions?**

No, the KORA only applies to records as they exist at the time you ask for them. If you are asking for information, analysis or an explanation about a policy, you might get them, but not under the rules of the KORA. The KORA does not require an agency to do research for you or provide written answers to your questions.

### **May I request records that will be created in the future?**

No, records not yet in existence are not subject to the KORA. Even though many records are routinely created, such as meeting minutes and monthly financial reports, your request must be made after the records are created and available.

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## KORA and Fees

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### **May a public agency charge fees for accessing or copying records?**

Yes, the KORA permits public agencies to recover their actual costs for gathering and copying records.

### **What kinds of fees are allowed?**

The agency may only charge the direct cost for staff time to gather, review, photocopy and send the records to you. The agency may not charge for overhead or indirect costs.

**Is there a standard fee schedule that all public agencies must use?**

No, the KORA permits each public agency to establish their fees. However, they must represent their best estimate for actual costs.

**May a public agency collect fees in advance?**

Yes, the KORA allows public agencies to collect estimated fees in advance. If the actual cost is less, you will be refunded the difference. If it is more, the agency may bill you for the additional costs.

**What can I do if I believe the fees are unreasonable?**

If the records are from an executive branch state agency under the jurisdiction of the governor, there is an appeal process through the Secretary of Administration. If the records are from another public agency, you may complain to the county or district attorney or the attorney general. If the public agency can justify the fees and the fees are based upon actual costs, then the fees are reasonable.

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**Prohibited Uses of Public Records**

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**May I use a public record that contains names and/or addresses on it, so I can contact the people on the list to offer goods or services for sale?**

No, the KORA prohibits using lists of names and addresses as a marketing tool except in very limited cases, such as professional organizations that offer educational opportunities for licensed individuals.

**If I request a public record that contains names and addresses on it, do I have to sign a special form?**

Yes, the KORA permits the public agency to require that you certify that you will not use the names and addresses for any prohibited purposes. If you do not sign the form, the public agency does not have to provide you the records.

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**Record Content and Accessibility**

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**Is there a general rule about public records being open?**

Yes, unless a record is specifically closed by law, all public records are open for inspection and any person may view them to make their own notes or ask for copies from the public agency.

**How will I know if a record is closed by law?**

Ask for a copy of the record you would like to see. If it is closed, the record custodian will tell you and provide you the appropriate source of the law that closes the record.

**Who decides that records are closed?**

The legislature reviews and approves all the laws that close records. They have adopted general policies for closing public records. They are:

- The public record is of a sensitive or personal nature concerning individuals.



- The confidentiality of the public record is necessary for the effective and efficient administration of a governmental program.
- The public record affects confidential information.

### **How many records are closed?**

There are more than 300 specific records closed by Kansas law. Many other records are closed by federal law. Many of the records that may be closed contain information that individuals and businesses are required to provide to the government, such as tax returns, reports of infectious diseases or private financial information. Federal laws close individual medical records and driver's license information.

### **Does the record custodian have any authority to release these records?**

In some limited cases, yes. The law that closes a record may contain conditions that temporarily close a record or grant the record custodian the discretion to release a record.

For example, sealed bids are closed, but only until the bid contract is awarded, then the records are open. Another example is when the record custodian must use his or her judgment about whether a record contains information of a personal nature and disclosing the information would be an unwarranted invasion of personal privacy.

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## **Enforcement of the KORA**

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### **What should I do if I think there has been a KORA violation?**

The KORA can be enforced by anyone – private citizens, the county or district attorney, or the Attorney General. You have three options if you think there has been a KORA violation.

1. You may file your own case in district court against the public agency.
2. You may file a complaint with the county or district attorney.
3. You may file a complaint with the Office of the Attorney General. If you decide to file a complaint with the attorney general's office, you must use the complaint form available online at [www.ag.ks.gov](http://www.ag.ks.gov).

### **What if I disagree with the county or district attorney's conclusions?**

You may file your own case in district court against the public agency. The Attorney General will not review the decisions of a county or district attorney. That is the role of the courts.

### **What happens if a violation is found?**

That depends upon the situation. If we find that a violation has occurred, depending upon the severity, the typical resolution is to enter into a settlement agreement such as a consent order. We are seeking compliance with the KORA and assuring that future violations do not occur.

If the circumstances show a pattern of willful disregard of the KORA rules, we may impose a finding of violation on the public body or agency, or take the individuals responsible to court.

**What can the Attorney General do to a public agency if they violate the KORA?**

The Attorney General may fine the public agency up to \$500 for each violation, require completion of Attorney General approved training, order the public agency to cease and desist from violating the KORA, require future compliance with the KORA, and require submission of proof of compliance.

**What can a court do to a public agency if they violated the KORA?**

The KORA provides that a district court in the county where the record is kept may look at disputed records in private and make a decision about what may be released.

The court may order that the documents be produced for you. If the public agency did not have a good faith reason to withhold the records, the court may fine the agency up to \$500 if the action is brought by the county or district attorney or Attorney General.

The court shall award attorney fees and costs to private parties if they bring the action, and the public agency did not act in good faith and with a reasonable basis in law.

KORA is not a criminal statute, so there is no possibility of anyone going to jail for violating KORA.

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**NOTES**

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# **City of Junction City**

## **City Commission**

### **Agenda Memo**

04/04/2023

**From:** [Allen J. Dinkel, City Manager](#)

**To:** Governing Body

**Subject: Executive Session – Attorney Client Privilege  
Regarding an Agreement with Geary County Regarding the  
Geary County Convention Center Financing**

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We are recommending a 10-minute executive session.

I move that the Commission recess for an executive session for \_\_\_\_ minutes at \_\_\_\_ p.m. to include the City Manager; the City Attorney; and the City Finance Director to consult with the City Attorney regarding an agreement with Geary County regarding the Geary County Convention Center Financing. The justification for the executive session is to protect the attorney client privilege and is provided by KSA 75-4319(b)(2). The open meeting is to resume in this room at \_\_\_\_ p.m.