

**February 6, 2024**  
**City Commission Room, 701 N. Jefferson, Junction City KS 66441**

**Mayor Pat Landes**  
**Vice Mayor Ronna Larson**  
**Commissioner Jeff Underhill**  
**Commissioner Al Gordon**  
**Commissioner Richard Pinaire**  
**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. Please state your name and address for the record.

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

a. Consideration of Appropriation Ordinance A-3 dated – January 16th, 2024 – February 2nd, 2024, in the amount of \$2,398,933.33 & pre-approval for items listed below in the amount \$209,749.86. (p.4)

Civicplus, Inc. \$600.00, Emilyynn Smiley \$42.00, Joshua Douglass \$3,229.16, Kaw Valley Engineering \$91.00, Municipal Emergency Services \$633.25, Prairiefield Water Inc. \$3.00, Tatiana Ferracioli-Silva \$225.00, Underground Vaults & Storage \$30.00, Zoll Medical Corporation \$9,482.68, Raven Aero Service, INC \$850.00, T&M Concrete Construction \$43,846.69, VC3 INC \$4,380.30, & HDR Engineering INC \$146,336.78.

b. Consideration of Payroll No. 1 & No. 2. (p.27)

c. Consideration of the City Commission Minutes for the January 16th, 2024 Meeting. (p.29)

d. Consideration of the request to reappoint five members to the Airport Advisory Board. (p.32)

e. Consideration of the 2024 Annual Operation & Maintenance Assurance Statement with the Land & Water Conservation Fund. (p.33)

f. Consideration of the request from Acacia Lodge 91 for a fee waiver on their rental of North Park from 6 a.m. - 6 p.m. March 31st, 2024 for an Easter Egg

Hunt. (p.35)

- g. Consideration of the request for Run for the Wall event on Sunday Evening May 19th, 2024. (p.36)
- h. Consideration of the request for the Freedom Fest JC Inc. Cereal Malt Beverage license for events in 2024. (p.37)

**4. SPECIAL PRESENTATIONS:**

- a. Special Presentation of JCPD Promotion. (p.38)
- b. Recognition of Employee & Supervisor of the Quarter. (p.39)
- c. Proclamation Declaring February 11th-17th, 2024 as Gun Violence Survivor Week. (p.40)

**5. NEW BUSINESS:**

- a. Consideration of Amendment No. 4 to Service Authorization No. 30 for Engineering Services on the Water Treatment Plant Phase 2 Improvements with HDR Engineering, Inc. (p.41)
- b. Discussion of the pipe condition in the Water Treatment Plant. (p.107)
- c. Consideration of the request to purchase two 2024 Chevrolet Silverado Police Vehicles in the amount of \$130,830.78 from Superior Emergency Response Vehicles. (p.109)
- d. Consideration of the Agreement with USD 475 & JCPD regarding hourly pay for after-school activities. (p.111)
- e. Consideration to grant a Permanent Easement for Utility Improvements from Broderick Teidel. (p.115)
- f. Consideration of the award of bid to Lakeside Construction for the demolition of 204 East 2nd Street, being a dangerous & unsafe structure in the amount of \$3,200.00. (p.119)
- g. Discussion of 338 West 15th Street, being a dangerous & unsafe structure. (p.139)
- h. City Commission Meeting Procedures. (p.165)
- i. Consideration of EMS Negotiations & Litigation. (p.167)
- j. Consideration of the Contract for GIS between the City of Junction City & Geary County. (p.198)
- k. Consideration of the request for a Drainage Easement by the Golf Course. (p.203)
- l. Consideration of Ordinance No. S-3278, Rezone the property to Light Industrial District in the area on Ash Street between Washington Street & the Roundabout at Ash Street, Chestnut Street, & East Street. (p.219)
- m. Consideration of Ordinance No. S-3279, allowing residential usage at 360 Grant Ave. (p.234)

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



7. **STAFF COMMENTS:**

8. **ADJOURNMENT:**

# City of Junction City

## City Commission

### Agenda Memo

February 2, 2024

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

**To:** City Commissioners

**Subject:** Consideration of Appropriation Ordinance A-3 dated – January 16, 2024 – February 2, 2024, in the amount of \$2,398,933.33 and pre-approval for items listed below in the amount \$209,749.86

**Background:** Attached is a Listing and Checks - Appropriations for January 16, 2024 – February 2, 2024

**Appropriations** January 16, 2024 – February 2, 2024

---

#### **ACH Payment or Payments due before next meeting –Total \$209,749.86**

Civicplus, Inc. \$600.00  
Emilynn Smiley \$42.00  
Joshua Douglass \$ 3,229.16  
Kaw Valley Engineering \$91.00  
Municipal Emergency Services \$633.25  
Prairiefield Water Inc. \$3.00  
Tatiana Ferracioli-Silva \$225.00  
Underground Vaults & Storage \$30.00  
Zoll Medical Corporation \$9,482.68  
Raven Aero Service, INC \$850.00  
T&M Concrete Construction \$43,846.69  
VC3 INC \$4,380.30  
HDR Engineering INC \$146,336.78

**Commission Meeting Payables 02/06/2024**

| Vendor                       | Amount        | Description                                                     |
|------------------------------|---------------|-----------------------------------------------------------------|
| Kansas Public Employees      | \$ 82,756.50  | KPERs & KP&F Employee Retirement                                |
| Kansas Department of Revenue | \$ 34,839.45  | Payroll Taxes                                                   |
| Security Bank of KC          | \$ 62,579.96  | Dick Edwards TIF Payment                                        |
| Emprise Bank                 | \$ 34,028.74  | IRB Payment for Call Center                                     |
| Lenco Industries, Inc.       | \$ 299,730.00 | Swat Vehicle - PD - Encumbered several years ago                |
| Camso Manufacturing          | \$ 200,000.00 | Development Agreement approved at 12/05/2023 Commission         |
| Crossland Heavy Contractors  | \$ 75,246.40  | Water Treatment Plant Improvements Phase 2 - Reimbursed by Loan |
| T & M Concrete Construction  | \$ 43,846.69  | 2023 Sidewalk Repairs, Contract Approved by City Commission     |
| HDR Engineering              | \$ 146,336.78 | Alternatives Analysis, Water Treatment Ph 2, WW treatment Ph 2. |

Pulled Payments \$25,000 or more. Fiscal policy grants City Manager authority up to this point. If there is a specific charge below this mark, please let us Allen /Lindsay know, and we will gladly gather additional data on any charge.



Junction City, KS

# Appropriations 01/16/24-02/02/24

By Fund

Post Dates 1/16/2024 - 2/2/2024

| Vendor Name                                                          | Payable Number | Post Date  | Description (Item)            | Amount          |
|----------------------------------------------------------------------|----------------|------------|-------------------------------|-----------------|
| <b>Fund: 001 - GENERAL FUND</b>                                      |                |            |                               |                 |
| <b>Vendor: 02055 - ACCOUNT RECOVERY SPECIALISTS, INC.</b>            |                |            |                               |                 |
| ACCOUNT RECOVERY SPECIALI...                                         | INV0025548-R   | 01/23/2024 | GARNISHMENT                   | -192.00         |
| ACCOUNT RECOVERY SPECIALI...                                         | INV0025646-R   | 01/23/2024 | GARNISHMENT                   | -192.00         |
| ACCOUNT RECOVERY SPECIALI...                                         | INV0025773-R   | 01/23/2024 | GARNISHMENT                   | -192.00         |
| <b>Vendor 02055 - ACCOUNT RECOVERY SPECIALISTS, INC. Total:</b>      |                |            |                               | <b>-576.00</b>  |
| <b>Vendor: 04082 - ADEE, CHRISTOPHER LEE</b>                         |                |            |                               |                 |
| ADEE, CHRISTOPHER LEE                                                | INV0029158     | 01/30/2024 | ADEE, CHRISTOPHER LEE         | 25.00           |
| <b>Vendor 04082 - ADEE, CHRISTOPHER LEE Total:</b>                   |                |            |                               | <b>25.00</b>    |
| <b>Vendor: 043380 - ADVANCE LIFE INSURANCE</b>                       |                |            |                               |                 |
| ADVANCE LIFE INSURANCE                                               | INV0029055     | 01/26/2024 | CITY OF JC EMPLOYER PD LIFE   | 14.40           |
| ADVANCE LIFE INSURANCE                                               | INV0029056     | 01/26/2024 | ADVANCE LIFE INSURANCE BE...  | 5.41            |
| ADVANCE LIFE INSURANCE                                               | INV0029080     | 01/26/2024 | CITY OF JC EMPLOYER PD LIFE   | 254.82          |
| ADVANCE LIFE INSURANCE                                               | INV0029081     | 01/26/2024 | ADVANCE LIFE INSURANCE BE...  | 601.43          |
| <b>Vendor 043380 - ADVANCE LIFE INSURANCE Total:</b>                 |                |            |                               | <b>876.06</b>   |
| <b>Vendor: 03161 - ADVANCE SHORT TERM DISABILITY</b>                 |                |            |                               |                 |
| ADVANCE SHORT TERM DISAB...                                          | INV0029072     | 01/26/2024 | CITY OF JC EMPLOYER PAID S... | 34.27           |
| ADVANCE SHORT TERM DISAB...                                          | INV0029125     | 01/26/2024 | CITY OF JC EMPLOYER PAID S... | 685.13          |
| <b>Vendor 03161 - ADVANCE SHORT TERM DISABILITY Total:</b>           |                |            |                               | <b>719.40</b>   |
| <b>Vendor: 066230 - AMERICAN FAMILY LIFE ASSURANCE COMPANY</b>       |                |            |                               |                 |
| AMERICAN FAMILY LIFE ASSU...                                         | INV0029057     | 01/26/2024 | AFLAC                         | 1.56            |
| AMERICAN FAMILY LIFE ASSU...                                         | INV0029058     | 01/26/2024 | AFLAC BEFORE TAX              | 122.43          |
| AMERICAN FAMILY LIFE ASSU...                                         | INV0029082     | 01/26/2024 | AFLAC                         | 253.82          |
| AMERICAN FAMILY LIFE ASSU...                                         | INV0029083     | 01/26/2024 | AFLAC BEFORE TAX              | 1,159.59        |
| <b>Vendor 066230 - AMERICAN FAMILY LIFE ASSURANCE COMPANY Total:</b> |                |            |                               | <b>1,537.40</b> |
| <b>Vendor: 007921 - BLUE CROSS BLUE SHIELD OF KS INC</b>             |                |            |                               |                 |
| BLUE CROSS BLUE SHIELD OF ...                                        | INV0029059     | 01/26/2024 | BLUE CROSS BLUE SHIELD        | 70.14           |
| BLUE CROSS BLUE SHIELD OF ...                                        | INV0029060     | 01/26/2024 | BLUE CROSS BLUE SHIELD        | 438.10          |
| BLUE CROSS BLUE SHIELD OF ...                                        | INV0029061     | 01/26/2024 | BLUE CROSS BLUE SHIELD        | 38.23           |
| BLUE CROSS BLUE SHIELD OF ...                                        | INV0029062     | 01/26/2024 | BLUE CROSS BLUE SHIELD        | 767.22          |
| BLUE CROSS BLUE SHIELD OF ...                                        | INV0029063     | 01/26/2024 | BLUE CROSS BLUE SHIELD        | 637.56          |
| BLUE CROSS BLUE SHIELD OF ...                                        | INV0029064     | 01/26/2024 | BLUE CROSS BLUE SHIELD        | 209.16          |
| BLUE CROSS BLUE SHIELD OF ...                                        | INV0029065     | 01/26/2024 | BLUE CROSS BLUE SHIELD        | 648.56          |
| BLUE CROSS BLUE SHIELD OF ...                                        | INV0029066     | 01/26/2024 | BLUE CROSS BLUE SHIELD        | 55.32           |
| BLUE CROSS BLUE SHIELD OF ...                                        | INV0029067     | 01/26/2024 | BLUE CROSS BLUE SHIELD        | 88.90           |
| BLUE CROSS BLUE SHIELD OF ...                                        | INV0029084     | 01/26/2024 | BLUE CROSS BLUE SHIELD        | 120.91          |
| BLUE CROSS BLUE SHIELD OF ...                                        | INV0029085     | 01/26/2024 | BLUE CROSS BLUE SHIELD        | 2,395.74        |
| BLUE CROSS BLUE SHIELD OF ...                                        | INV0029086     | 01/26/2024 | BLUE CROSS BLUE SHIELD        | 3,763.35        |
| BLUE CROSS BLUE SHIELD OF ...                                        | INV0029087     | 01/26/2024 | BLUE CROSS BLUE SHIELD        | 569.89          |
| BLUE CROSS BLUE SHIELD OF ...                                        | INV0029088     | 01/26/2024 | BLUE CROSS BLUE SHIELD        | 530.98          |
| BLUE CROSS BLUE SHIELD OF ...                                        | INV0029089     | 01/26/2024 | BLUE CROSS BLUE SHIELD        | 1,324.82        |
| BLUE CROSS BLUE SHIELD OF ...                                        | INV0029090     | 01/26/2024 | BLUE CROSS BLUE SHIELD        | 438.10          |
| BLUE CROSS BLUE SHIELD OF ...                                        | INV0029091     | 01/26/2024 | BLUE CROSS BLUE SHIELD        | 1,599.07        |
| BLUE CROSS BLUE SHIELD OF ...                                        | INV0029092     | 01/26/2024 | BLUE CROSS BLUE SHIELD        | 523.44          |
| BLUE CROSS BLUE SHIELD OF ...                                        | INV0029093     | 01/26/2024 | BLUE CROSS BLUE SHIELD        | 6,091.56        |
| BLUE CROSS BLUE SHIELD OF ...                                        | INV0029094     | 01/26/2024 | BLUE CROSS BLUE SHIELD        | 2,058.81        |
| BLUE CROSS BLUE SHIELD OF ...                                        | INV0029095     | 01/26/2024 | BLUE CROSS BLUE SHIELD        | 9,633.36        |
| BLUE CROSS BLUE SHIELD OF ...                                        | INV0029096     | 01/26/2024 | BLUE CROSS BLUE SHIELD        | 3,137.40        |
| BLUE CROSS BLUE SHIELD OF ...                                        | INV0029097     | 01/26/2024 | BLUE CROSS BLUE SHIELD        | 1,511.82        |
| BLUE CROSS BLUE SHIELD OF ...                                        | INV0029098     | 01/26/2024 | BLUE CROSS BLUE SHIELD        | 2,741.55        |
| BLUE CROSS BLUE SHIELD OF ...                                        | INV0029099     | 01/26/2024 | BLUE CROSS BLUE SHIELD        | 6,485.60        |
| BLUE CROSS BLUE SHIELD OF ...                                        | INV0029100     | 01/26/2024 | BLUE CROSS BLUE SHIELD        | 1,980.48        |

**Appropriations 01/16/24-02/02/24**
**Post Dates: 1/16/2024 - 2/2/2024**

| Vendor Name                                                   | Payable Number        | Post Date  | Description (Item)                                                  | Amount           |
|---------------------------------------------------------------|-----------------------|------------|---------------------------------------------------------------------|------------------|
| BLUE CROSS BLUE SHIELD OF ...                                 | INV0029101            | 01/26/2024 | BLUE CROSS BLUE SHIELD                                              | 1,396.21         |
|                                                               |                       |            | <b>Vendor 007921 - BLUE CROSS BLUE SHIELD OF KS INC Total:</b>      | <b>49,256.28</b> |
| <b>Vendor: 044005 - CITY OF JC FLEX SPENDING ACCT 1074334</b> |                       |            |                                                                     |                  |
| CITY OF JC FLEX SPENDING AC...                                | INV0029068            | 01/26/2024 | FLEX SPENDING-1074334                                               | 239.58           |
| CITY OF JC FLEX SPENDING AC...                                | INV0029108            | 01/26/2024 | FLEX SPENDING-1074334                                               | 3,073.22         |
|                                                               |                       |            | <b>Vendor 044005 - CITY OF JC FLEX SPENDING ACCT 1074334 Total:</b> | <b>3,312.80</b>  |
| <b>Vendor: 03306 - CITY OF JUNCTION CITY PUBLIC WORKS</b>     |                       |            |                                                                     |                  |
| CITY OF JUNCTION CITY PUBLI...                                | Case#23-21680 Chapman | 01/23/2024 | Case# 23-21680 Chapman                                              | 236.89           |
|                                                               |                       |            | <b>Vendor 03306 - CITY OF JUNCTION CITY PUBLIC WORKS Total:</b>     | <b>236.89</b>    |
| <b>Vendor: 012130 - CITY OF JUNCTION CITY</b>                 |                       |            |                                                                     |                  |
| CITY OF JUNCTION CITY                                         | INV0029102            | 01/26/2024 | TELEPHONE REIMBURSEMENT                                             | 8.50             |
| CITY OF JUNCTION CITY                                         | INV0029109            | 01/26/2024 | CITY OF JUNCTION CITY (G-FEE)                                       | 20.00            |
| CITY OF JUNCTION CITY                                         | INV0029124            | 01/26/2024 | TELEPHONE REIMBURSEMENT                                             | 175.59           |
|                                                               |                       |            | <b>Vendor 012130 - CITY OF JUNCTION CITY Total:</b>                 | <b>204.09</b>    |
| <b>Vendor: 03776 - CONNECT PARENT CORPORATION</b>             |                       |            |                                                                     |                  |
| CONNECT PARENT CORPORAT...                                    | 314237401             | 01/31/2024 | Info                                                                | 14.21            |
| CONNECT PARENT CORPORAT...                                    | 314237401             | 01/31/2024 | Admin                                                               | 142.58           |
| CONNECT PARENT CORPORAT...                                    | 314237401             | 01/31/2024 | Golf Course                                                         | 47.15            |
| CONNECT PARENT CORPORAT...                                    | 314237401             | 01/31/2024 | Ambulance                                                           | 47.36            |
| CONNECT PARENT CORPORAT...                                    | 314237401             | 01/31/2024 | Code                                                                | 47.36            |
| CONNECT PARENT CORPORAT...                                    | 314237401             | 01/31/2024 | Misc DTF                                                            | 54.71            |
| CONNECT PARENT CORPORAT...                                    | 314237401             | 01/31/2024 | Police                                                              | 129.06           |
| CONNECT PARENT CORPORAT...                                    | 314237401             | 01/31/2024 | Fire                                                                | 47.36            |
| CONNECT PARENT CORPORAT...                                    | 314237401             | 01/31/2024 | Court                                                               | 28.42            |
| CONNECT PARENT CORPORAT...                                    | 314237401             | 01/31/2024 | Opera                                                               | 28.42            |
| CONNECT PARENT CORPORAT...                                    | 314237401             | 01/31/2024 | Recreation                                                          | 33.70            |
|                                                               |                       |            | <b>Vendor 03776 - CONNECT PARENT CORPORATION Total:</b>             | <b>620.33</b>    |
| <b>Vendor: 04077 - ECKART, KAYLEE NICOLE</b>                  |                       |            |                                                                     |                  |
| ECKART, KAYLEE NICOLE                                         | INV0029143            | 01/25/2024 | ECKART, KAYLEE NICOLE                                               | 200.00           |
|                                                               |                       |            | <b>Vendor 04077 - ECKART, KAYLEE NICOLE Total:</b>                  | <b>200.00</b>    |
| <b>Vendor: 01944 - EMPOWER RETIREMENT LLC</b>                 |                       |            |                                                                     |                  |
| EMPOWER RETIREMENT LLC                                        | INV0029118            | 01/26/2024 | GREAT WEST FINANCIAL                                                | 8,469.78         |
| EMPOWER RETIREMENT LLC                                        | INV0029123            | 01/26/2024 | GREAT WEST FINANCIAL                                                | 886.00           |
|                                                               |                       |            | <b>Vendor 01944 - EMPOWER RETIREMENT LLC Total:</b>                 | <b>9,355.78</b>  |
| <b>Vendor: 043802 - EVERGY</b>                                |                       |            |                                                                     |                  |
| EVERGY                                                        | INV0029043            | 01/18/2024 | 133 E 6TH-AUG 2017                                                  | 47.19            |
| EVERGY                                                        | INV0029044            | 01/18/2024 | 2424 N JACKSON -                                                    | 332.60           |
| EVERGY                                                        | INV0029045            | 01/19/2024 | 225 W 7th                                                           | 25.78            |
| EVERGY                                                        | INV0029045            | 01/19/2024 | 110 W 6th                                                           | 25.78            |
| EVERGY                                                        | INV0029046            | 01/19/2024 | 135 W 7TH-(OPERA)                                                   | 4,799.22         |
| EVERGY                                                        | INV0029047            | 01/19/2024 | 513 N JEFFERSON                                                     | 359.12           |
| EVERGY                                                        | INV0029049            | 01/23/2024 | 1920 Lacy Dr Siren                                                  | 29.88            |
| EVERGY                                                        | INV0029050            | 01/23/2024 | 1204 W 8TH ST-MAY 2020                                              | 45.13            |
| EVERGY                                                        | INV0029153            | 01/30/2024 | 700 N JEFFERSON                                                     | 2,071.06         |
| EVERGY                                                        | INV0029153            | 01/30/2024 | CLEARY PARK SAL                                                     | 553.48           |
| EVERGY                                                        | INV0029153            | 01/30/2024 | 1017 W 5TH-TENNIS                                                   | 40.40            |
| EVERGY                                                        | INV0029153            | 01/30/2024 | 900 W 12TH-PARK LIGHT                                               | 56.08            |
| EVERGY                                                        | INV0029153            | 01/30/2024 | 1020 1/2 W 11TH                                                     | 58.55            |
| EVERGY                                                        | INV0029153            | 01/30/2024 | 920 E GUNNER-PATH LIGHT                                             | 64.64            |
| EVERGY                                                        | INV0029153            | 01/30/2024 | 511 N JEFFERSON-HERITAGE                                            | 77.53            |
| EVERGY                                                        | INV0029153            | 01/30/2024 | 420 GRANT-BRAMLAGE                                                  | 144.59           |
| EVERGY                                                        | INV0029153            | 01/30/2024 | SOUTH PARK SALS                                                     | 201.54           |
| EVERGY                                                        | INV0029153            | 01/30/2024 | 1900 THOMPSON-CONCESSI...                                           | 221.97           |
| EVERGY                                                        | INV0029153            | 01/30/2024 | 900 W 13TH-RATHERT FIELD                                            | 254.40           |
| EVERGY                                                        | INV0029153            | 01/30/2024 | 1500 ST MARY RD-FIELD                                               | 38.50            |
| EVERGY                                                        | INV0029153            | 01/30/2024 | 2307 N JACKSON-POLE LIGHTS                                          | 417.07           |
| EVERGY                                                        | INV0029153            | 01/30/2024 | RIMROCK PARK & PAL                                                  | 488.48           |
| EVERGY                                                        | INV0029153            | 01/30/2024 | PLAYGROUND PARK SAL                                                 | 512.45           |

| Vendor Name | Payable Number | Post Date  | Description (Item)           | Amount   |
|-------------|----------------|------------|------------------------------|----------|
| EVERGY      | INV0029153     | 01/30/2024 | 145 E ASH-RIVER WALK         | 162.33   |
| EVERGY      | INV0029153     | 01/30/2024 | 1124 1/2 S WASH SIGN         | 38.08    |
| EVERGY      | INV0029153     | 01/30/2024 | 302 W 18TH-BUFFALO SOLDIER   | 387.49   |
| EVERGY      | INV0029153     | 01/30/2024 | 102 W ASH-BATHROOMS-CO...    | 37.37    |
| EVERGY      | INV0029153     | 01/30/2024 | 930 E GUNNER-PATH LIGHT      | 36.05    |
| EVERGY      | INV0029153     | 01/30/2024 | 104 ASH-TENNIS LIGHTS-COR... | 24.37    |
| EVERGY      | INV0029153     | 01/30/2024 | 100 GRANT-WASH-MONT PLA...   | 37.83    |
| EVERGY      | INV0029153     | 01/30/2024 | 1021 GRANT-FEMA LAND         | 27.06    |
| EVERGY      | INV0029153     | 01/30/2024 | 1101 W 12TH -CLEARY PARK ... | 27.06    |
| EVERGY      | INV0029153     | 01/30/2024 | 1045 W 5TH ST                | 33.71    |
| EVERGY      | INV0029153     | 01/30/2024 | 920 E 5TH-SERTOMA PARK LI... | 32.12    |
| EVERGY      | INV0029153     | 01/30/2024 | 200 N EISENHOWER DR FPUNT    | 27.06    |
| EVERGY      | INV0029153     | 01/30/2024 | 601 W Chestnut Flag          | 27.06    |
| EVERGY      | INV0029153     | 01/30/2024 | 1821 CAROLINE AVE-BLUFFS     | 31.18    |
| EVERGY      | INV0029153     | 01/30/2024 | 1017 W 5TH ST POOL           | 73.08    |
| EVERGY      | INV0029153     | 01/30/2024 | 915 S WASHINGTON-SPIN CITY   | 827.32   |
| EVERGY      | INV0029153     | 01/30/2024 | 915 S WASHINGTON-GOLF        | 67.71    |
| EVERGY      | INV0029153     | 01/30/2024 | 2619 N JACKSON-AIRPORT LI... | 29.08    |
| EVERGY      | INV0029153     | 01/30/2024 | 520 AIRPORT RD               | 277.21   |
| EVERGY      | INV0029153     | 01/30/2024 | 500 AIRPORT RD 1             | 372.16   |
| EVERGY      | INV0029153     | 01/30/2024 | 540 AIRPORT RD 100           | 182.51   |
| EVERGY      | INV0029153     | 01/30/2024 | 700 N JEFFERSON              | 1,035.53 |
| EVERGY      | INV0029153     | 01/30/2024 | 312 E 9TH-JCPD STORAGE       | 277.03   |
| EVERGY      | INV0029153     | 01/30/2024 | 2245 LACY DR                 | 1,791.49 |
| EVERGY      | INV0029153     | 01/30/2024 | 700 N JEFFERSON              | 1,035.53 |
| EVERGY      | INV0029153     | 01/30/2024 | 2324 N JACKSON-PUBLIC WO...  | 489.02   |
| EVERGY      | INV0029153     | 01/30/2024 | 1935 NORTHWIND-SIREN         | 29.73    |
| EVERGY      | INV0029153     | 01/30/2024 | 2631 OAKWOOD DR-SIREN        | 29.71    |
| EVERGY      | INV0029153     | 01/30/2024 | 940 GRANT -SIREN             | 30.21    |
| EVERGY      | INV0029153     | 01/30/2024 | 403 GRANT AVE-SIREN          | 30.21    |
| EVERGY      | INV0029153     | 01/30/2024 | 1222 W 8TH-SIREN             | 29.11    |
| EVERGY      | INV0029153     | 01/30/2024 | 701 SOUTHWIND-SIREN          | 30.41    |
| EVERGY      | INV0029153     | 01/30/2024 | 1102 ST MARYS RD-SIREN       | 30.54    |
| EVERGY      | INV0029153     | 01/30/2024 | 1804 N JACKSON SIREN         | 27.06    |
| EVERGY      | INV0029153     | 01/30/2024 | 1361 W 14TH ST -SIREN        | 71.54    |
| EVERGY      | INV0029153     | 01/30/2024 | 137 W 15TH ST SIREN          | 26.55    |
| EVERGY      | INV0029153     | 01/30/2024 | 100 W VINE-SIREN             | 41.49    |
| EVERGY      | INV0029153     | 01/30/2024 | 703 W ASH-SIREN              | 30.25    |
| EVERGY      | INV0029153     | 01/30/2024 | 132 N EISENHOWER-ST LIGHT    | 27.16    |
| EVERGY      | INV0029153     | 01/30/2024 | 825 CRESTVIEW-ST LIGHTS      | 27.44    |
| EVERGY      | INV0029153     | 01/30/2024 | 102 GRANT AVE                | 27.06    |
| EVERGY      | INV0029153     | 01/30/2024 | 1618 N JEFFERSON-ST LIGHTS   | 27.69    |
| EVERGY      | INV0029153     | 01/30/2024 | 1500 ST MARYS-ST LIGHTS      | 26.05    |
| EVERGY      | INV0029153     | 01/30/2024 | 1419 N JEFFERSON-ST LIGHTS   | 27.15    |
| EVERGY      | INV0029153     | 01/30/2024 | 1632 N WASHINGTON-ST LIG...  | 27.14    |
| EVERGY      | INV0029153     | 01/30/2024 | 807 N WASHINGTON             | 84.79    |
| EVERGY      | INV0029153     | 01/30/2024 | 142 W 8TH ST                 | 77.87    |
| EVERGY      | INV0029153     | 01/30/2024 | 615 N WASHINGTON-ST LIGH...  | 69.39    |
| EVERGY      | INV0029153     | 01/30/2024 | 920 SPRUCE ST-ST LIGHTS      | 34.21    |
| EVERGY      | INV0029153     | 01/30/2024 | 600 W 6TH-ST LIGHT           | 50.68    |
| EVERGY      | INV0029153     | 01/30/2024 | 101 E 6TH STREET-SIGNAL      | 78.08    |
| EVERGY      | INV0029153     | 01/30/2024 | 2800 GATEWAY-ST LIGHT        | 117.85   |
| EVERGY      | INV0029153     | 01/30/2024 | 1200 S WASHINGTON-ST LIGHT   | 375.55   |
| EVERGY      | INV0029153     | 01/30/2024 | 401 CAROLINE CT-ST LIGHTS    | 140.68   |
| EVERGY      | INV0029153     | 01/30/2024 | 902 E CHESTNUT-ST LIGHT      | 368.49   |
| EVERGY      | INV0029153     | 01/30/2024 | 351 E CHESTNUT               | 316.19   |
| EVERGY      | INV0029153     | 01/30/2024 | 219 W 7TH ST SAL             | 244.28   |
| EVERGY      | INV0029153     | 01/30/2024 | 716 N WASHINGTON-ST LIGH...  | 129.65   |
| EVERGY      | INV0029153     | 01/30/2024 | 312 N WASHINGTON             | 27.75    |
| EVERGY      | INV0029153     | 01/30/2024 | 316 N US HIGHWAY 77 SIGNAL   | 69.18    |

**Appropriations 01/16/24-02/02/24**
**Post Dates: 1/16/2024 - 2/2/2024**

| Vendor Name                                                      | Payable Number  | Post Date  | Description (Item)             | Amount           |
|------------------------------------------------------------------|-----------------|------------|--------------------------------|------------------|
| EVERGY                                                           | INV0029153      | 01/30/2024 | 6TH MADISON SIGNAL             | 43.65            |
| EVERGY                                                           | INV0029153      | 01/30/2024 | 1760 W ASH-SIGNAL              | 86.58            |
| EVERGY                                                           | INV0029153      | 01/30/2024 | 127 E 6TH ST                   | 95.13            |
| EVERGY                                                           | INV0029153      | 01/30/2024 | 8TH WASHINGTON                 | 43.24            |
| EVERGY                                                           | INV0029153      | 01/30/2024 | 599 EISENHOWER                 | 17.25            |
| EVERGY                                                           | INV0029153      | 01/30/2024 | 641 GARFIELD                   | 16.35            |
| EVERGY                                                           | INV0029153      | 01/30/2024 | 510 1/2 N JACKSON ST           | 30.13            |
| EVERGY                                                           | INV0029153      | 01/30/2024 | 1501 N JACKSON                 | 15.92            |
| EVERGY                                                           | INV0029153      | 01/30/2024 | 124 E 9TH ST                   | 15.06            |
| EVERGY                                                           | INV0029153      | 01/30/2024 | 439 W 8TH ST                   | 13.48            |
| EVERGY                                                           | INV0029153      | 01/30/2024 | 1501 RUCKER                    | 107.30           |
| EVERGY                                                           | INV0029153      | 01/30/2024 | 117 S WASHINGTON               | 42.45            |
| EVERGY                                                           | INV0029153      | 01/30/2024 | 604 N ADAMS-ST LIGHT           | 16.22            |
| EVERGY                                                           | INV0029153      | 01/30/2024 | 701 N JEFFERSON-MUNICIPAL...   | 433.53           |
| EVERGY                                                           | INV0029164      | 01/31/2024 | 1200 N FRANKLIN ST             | 87.11            |
| EVERGY                                                           | INV0029164      | 01/31/2024 | 2301 VALLEY DR-PLANTERS        | 25.82            |
| EVERGY                                                           | INV0029164      | 01/31/2024 | 907 MEADOW LN SIREN            | 27.08            |
| EVERGY                                                           | INV0029164      | 01/31/2024 | 825 N JACKSON ST-ST LIGHTS     | 10.74            |
| EVERGY                                                           | INV0029164      | 01/31/2024 | 1016 1/2 N JACKSON ST ST XI... | 10.74            |
| EVERGY                                                           | INV0029165      | 01/31/2024 | 107 S WASHINGTON-ST LIGHTS     | 27.75            |
| EVERGY                                                           | INV0029165      | 01/31/2024 | 1002 W 12TH-COMMUNITY/P ...    | 1,996.44         |
| EVERGY                                                           | INV0029166      | 01/31/2024 | 2324 N JACKSON                 | 476.80           |
| <b>Vendor 043802 - EVERGY Total:</b>                             |                 |            |                                | <b>24,671.79</b> |
| <b>Vendor: 00029 - FAMILY SUPPORT PAYMENT CENTER</b>             |                 |            |                                |                  |
| FAMILY SUPPORT PAYMENT C...                                      | INV0029104      | 01/26/2024 | FAMILY SUPPORT MO              | 110.31           |
| <b>Vendor 00029 - FAMILY SUPPORT PAYMENT CENTER Total:</b>       |                 |            |                                | <b>110.31</b>    |
| <b>Vendor: 04084 - FAVORS, DANIDRA L</b>                         |                 |            |                                |                  |
| FAVORS, DANIDRA L                                                | INV0029169      | 01/31/2024 | FAVORS, DANIDRA L              | 400.00           |
| <b>Vendor 04084 - FAVORS, DANIDRA L Total:</b>                   |                 |            |                                | <b>400.00</b>    |
| <b>Vendor: 025326 - FIREMEN'S RELIEF ASSOCIATION</b>             |                 |            |                                |                  |
| FIREMEN'S RELIEF ASSOCIATI...                                    | INV0029107      | 01/26/2024 | 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...                                     | INV0029103      | 01/26/2024 | DEPENDENT CARE ACCT 1074...    | 266.67           |
| <b>Vendor 050188 - FLEXIBLE SPENDING ACCOUNT #1074334 Total:</b> |                 |            |                                | <b>266.67</b>    |
| <b>Vendor: 001010 - INTERNAL REVENUE SERVICE</b>                 |                 |            |                                |                  |
| INTERNAL REVENUE SERVICE                                         | INV0029076      | 01/26/2024 | SOCIAL SECURITY WITHHOLDI...   | 2,089.56         |
| INTERNAL REVENUE SERVICE                                         | INV0029077      | 01/26/2024 | FEDERAL WITHHOLDING            | 1,215.59         |
| INTERNAL REVENUE SERVICE                                         | INV0029078      | 01/26/2024 | MEDICARE WITHHOLDING           | 488.68           |
| INTERNAL REVENUE SERVICE                                         | INV0029130      | 01/26/2024 | SOCIAL SECURITY WITHHOLDI...   | 15,499.37        |
| INTERNAL REVENUE SERVICE                                         | INV0029131      | 01/26/2024 | FEDERAL WITHHOLDING            | 29,912.70        |
| INTERNAL REVENUE SERVICE                                         | INV0029132      | 01/26/2024 | MEDICARE WITHHOLDING           | 11,124.86        |
| INTERNAL REVENUE SERVICE                                         | INV0029134      | 01/26/2024 | MEDICARE WITHHOLDING           | 0.06             |
| INTERNAL REVENUE SERVICE                                         | INV0029156      | 02/01/2024 | SOCIAL SECURITY WITHHOLDI...   | 36.46            |
| INTERNAL REVENUE SERVICE                                         | INV0029157      | 02/01/2024 | MEDICARE WITHHOLDING           | 8.52             |
| <b>Vendor 001010 - INTERNAL REVENUE SERVICE Total:</b>           |                 |            |                                | <b>60,375.80</b> |
| <b>Vendor: 039125 - JCPOA</b>                                    |                 |            |                                |                  |
| JCPOA                                                            | INV0029122      | 01/26/2024 | JCPOA                          | 825.00           |
| <b>Vendor 039125 - JCPOA Total:</b>                              |                 |            |                                | <b>825.00</b>    |
| <b>Vendor: 03862 - JENNIFER ADELE MILLER</b>                     |                 |            |                                |                  |
| JENNIFER ADELE MILLER                                            | #21-21975 Allen | 01/16/2024 | #21-21975 Allen, Larry         | 100.00           |
| <b>Vendor 03862 - JENNIFER ADELE MILLER Total:</b>               |                 |            |                                | <b>100.00</b>    |
| <b>Vendor: 04083 - JOSEPH, JEAN WILFRID LABONSKY</b>             |                 |            |                                |                  |
| JOSEPH, JEAN WILFRID LABON...                                    | INV0029159      | 01/30/2024 | JOSEPH, JEAN WILFRID LABON...  | 225.00           |
| <b>Vendor 04083 - JOSEPH, JEAN WILFRID LABONSKY Total:</b>       |                 |            |                                | <b>225.00</b>    |

| Vendor Name                                                                      | Payable Number | Post Date  | Description (Item)                 | Amount            |
|----------------------------------------------------------------------------------|----------------|------------|------------------------------------|-------------------|
| <b>Vendor: 037195 - JUNCTION CITY FIRE FIGHTERS ASSOCIATION LOCAL 3309</b>       |                |            |                                    |                   |
| JUNCTION CITY FIRE FIGHTERS...                                                   | INV0029106     | 01/26/2024 | 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...                                                    | INV0029105     | 01/26/2024 | FIREFIGHTERS AID ASSOCIATI...      | 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                                                           | INV0029075     | 01/26/2024 | STATE WITHHOLDING                  | 713.38            |
| KANSAS DEPT OF REVENUE                                                           | INV0029129     | 01/26/2024 | STATE WITHHOLDING                  | 15,917.27         |
| KANSAS DEPT OF REVENUE                                                           | INV0029155     | 02/01/2024 | STATE WITHHOLDING                  | 4.94              |
| <b>Vendor 042540 - KANSAS DEPT OF REVENUE Total:</b>                             |                |            |                                    | <b>16,635.59</b>  |
| <b>Vendor: 043271 - KANSAS GAS SERVICE</b>                                       |                |            |                                    |                   |
| KANSAS GAS SERVICE                                                               | INV0029051     | 01/23/2024 | 2424 N JACKSON- ANIMAL SH...       | 430.33            |
| KANSAS GAS SERVICE                                                               | INV0029052     | 01/23/2024 | 701 N JEFFERSON-FEB 2016           | 382.30            |
| KANSAS GAS SERVICE                                                               | INV0029079     | 01/23/2024 | 1017 1/2 W 5TH ST                  | 44.59             |
| KANSAS GAS SERVICE                                                               | INV0029079     | 01/23/2024 | 1017 W 5TH                         | 44.59             |
| KANSAS GAS SERVICE                                                               | INV0029079     | 01/23/2024 | 915 S WASHINGTON                   | 1,236.28          |
| KANSAS GAS SERVICE                                                               | INV0029079     | 01/23/2024 | 540 W 18TH ST                      | 124.10            |
| KANSAS GAS SERVICE                                                               | INV0029079     | 01/23/2024 | 540 AIRPORT RD #100                | 667.29            |
| KANSAS GAS SERVICE                                                               | INV0029079     | 01/23/2024 | 2245 LACY DR-FIRE                  | 477.05            |
| KANSAS GAS SERVICE                                                               | INV0029079     | 01/23/2024 | 2324 1/2 N JACKSON                 | 228.02            |
| KANSAS GAS SERVICE                                                               | INV0029079     | 01/23/2024 | 1002 W 12TH                        | 1,936.15          |
| <b>Vendor 043271 - KANSAS GAS SERVICE Total:</b>                                 |                |            |                                    | <b>5,570.70</b>   |
| <b>Vendor: 014435 - KANSAS PAYMENT CENTER</b>                                    |                |            |                                    |                   |
| KANSAS PAYMENT CENTER                                                            | INV0029112     | 01/26/2024 | INCOME WITHHOLDING ORD...          | 667.50            |
| KANSAS PAYMENT CENTER                                                            | INV0029113     | 01/26/2024 | GARNISHMENT                        | 205.00            |
| <b>Vendor 014435 - KANSAS PAYMENT CENTER Total:</b>                              |                |            |                                    | <b>872.50</b>     |
| <b>Vendor: 043859 - KANSAS PUBLIC EMPLOYEES</b>                                  |                |            |                                    |                   |
| KANSAS PUBLIC EMPLOYEES                                                          | INV0029069     | 01/26/2024 | KPERS #2                           | 632.22            |
| KANSAS PUBLIC EMPLOYEES                                                          | INV0029070     | 01/26/2024 | KPERS #3                           | 1,953.31          |
| KANSAS PUBLIC EMPLOYEES                                                          | INV0029071     | 01/26/2024 | KPERS INSURANCE                    | 179.19            |
| KANSAS PUBLIC EMPLOYEES                                                          | INV0029114     | 01/26/2024 | KP&F                               | 82,293.93         |
| KANSAS PUBLIC EMPLOYEES                                                          | INV0029115     | 01/26/2024 | KPERS #1                           | 3,150.40          |
| KANSAS PUBLIC EMPLOYEES                                                          | INV0029116     | 01/26/2024 | KPERS #2                           | 2,936.71          |
| KANSAS PUBLIC EMPLOYEES                                                          | INV0029117     | 01/26/2024 | KPERS #3                           | 11,449.88         |
| KANSAS PUBLIC EMPLOYEES                                                          | INV0029119     | 01/26/2024 | KPERS INSURANCE                    | 1,197.86          |
| KANSAS PUBLIC EMPLOYEES                                                          | INV0029133     | 01/26/2024 | KP&F                               | 0.55              |
| <b>Vendor 043859 - KANSAS PUBLIC EMPLOYEES Total:</b>                            |                |            |                                    | <b>103,794.05</b> |
| <b>Vendor: 03722 - Lenco INDUSTRIES, INC.</b>                                    |                |            |                                    |                   |
| LENCO INDUSTRIES, INC.                                                           | 22806          | 01/16/2024 | SWAT VEHICLE                       | 100,000.00        |
| <b>Vendor 03722 - Lenco INDUSTRIES, INC. Total:</b>                              |                |            |                                    | <b>100,000.00</b> |
| <b>Vendor: 04081 - LYNCH, CYNTHIA R</b>                                          |                |            |                                    |                   |
| LYNCH, CYNTHIA R                                                                 | INV0029150     | 01/29/2024 | LYNCH, CYNTHIA R                   | 500.00            |
| <b>Vendor 04081 - LYNCH, CYNTHIA R Total:</b>                                    |                |            |                                    | <b>500.00</b>     |
| <b>Vendor: 04076 - MILLER, LATRELL MARQUEZ</b>                                   |                |            |                                    |                   |
| MILLER, LATRELL MARQUEZ                                                          | INV0029142     | 01/24/2024 | MILLER, LATRELL MARQUEZ            | 740.00            |
| <b>Vendor 04076 - MILLER, LATRELL MARQUEZ Total:</b>                             |                |            |                                    | <b>740.00</b>     |
| <b>Vendor: 03009 - Nomic Networks, INC.</b>                                      |                |            |                                    |                   |
| Nomic Networks, INC.                                                             | 35392-R        | 01/22/2024 | Sentinal Anti Intrusion - 3 mon... | -1,557.00         |
| <b>Vendor 03009 - Nomic Networks, INC. Total:</b>                                |                |            |                                    | <b>-1,557.00</b>  |
| <b>Vendor: 048289 - POLICE &amp; FIREMEN'S INSURANCE ASSOCIATION</b>             |                |            |                                    |                   |
| POLICE & FIREMEN'S INSURA...                                                     | INV0029121     | 01/26/2024 | POLICE & FIRE INSURANCE            | 824.81            |
| <b>Vendor 048289 - POLICE &amp; FIREMEN'S INSURANCE ASSOCIATION Total:</b>       |                |            |                                    | <b>824.81</b>     |
| <b>Vendor: 067881 - ROLLING MEADOWS GOLF COURSE</b>                              |                |            |                                    |                   |
| ROLLING MEADOWS GOLF C...                                                        | INV0029110     | 01/26/2024 | ROLLING MEADOWS GOLF C...          | 287.92            |
| <b>Vendor 067881 - ROLLING MEADOWS GOLF COURSE Total:</b>                        |                |            |                                    | <b>287.92</b>     |



| Vendor Name                                                            | Payable Number      | Post Date  | Description (Item)             | Amount           |
|------------------------------------------------------------------------|---------------------|------------|--------------------------------|------------------|
| <b>Vendor: 00528 - SECURITY BANK OF KANSAS CITY</b>                    |                     |            |                                |                  |
| SECURITY BANK OF KANSAS CI...                                          | INV0029144          | 01/29/2024 | DICK EDWARDS TIF BOND SER...   | 62,579.96        |
| <b>Vendor 00528 - SECURITY BANK OF KANSAS CITY Total:</b>              |                     |            |                                | <b>62,579.96</b> |
| <b>Vendor: 03639 - STATE OF ARKANSAS</b>                               |                     |            |                                |                  |
| STATE OF ARKANSAS                                                      | INV0029120          | 01/26/2024 | GARNISHMENT                    | 192.00           |
| <b>Vendor 03639 - STATE OF ARKANSAS Total:</b>                         |                     |            |                                | <b>192.00</b>    |
| <b>Vendor: 04073 - TANZILLO'S BARBER SHOP</b>                          |                     |            |                                |                  |
| TANZILLO'S BARBER SHOP                                                 | Case#23-17839       | 01/19/2024 | Case #23-17839                 | 60.00            |
| <b>Vendor 04073 - TANZILLO'S BARBER SHOP Total:</b>                    |                     |            |                                | <b>60.00</b>     |
| <b>Vendor: 04080 - TUCKER, BRYCE ANDREW</b>                            |                     |            |                                |                  |
| TUCKER, BRYCE ANDREW                                                   | INV0029149          | 01/29/2024 | TUCKER, BRYCE ANDREW           | 200.00           |
| <b>Vendor 04080 - TUCKER, BRYCE ANDREW Total:</b>                      |                     |            |                                | <b>200.00</b>    |
| <b>Vendor: 079629 - UNITED WAY OF JUNCTION CITY-GEARY COUNTY</b>       |                     |            |                                |                  |
| UNITED WAY OF JUNCTION CI...                                           | INV0029126          | 01/26/2024 | UNITED WAY                     | 21.51            |
| <b>Vendor 079629 - UNITED WAY OF JUNCTION CITY-GEARY COUNTY Total:</b> |                     |            |                                | <b>21.51</b>     |
| <b>Vendor: 00970 - VERIZON WIRELESS</b>                                |                     |            |                                |                  |
| VERIZON WIRELESS                                                       | 9954121098 CODES    | 01/16/2024 | STEVE KRAJKOSKI CELL 785-49... | 41.47            |
| VERIZON WIRELESS                                                       | 9954121098 CODES    | 01/16/2024 | DUSTIN TAYLOR CELL 785-492...  | 41.47            |
| VERIZON WIRELESS                                                       | 9954121098 CODES    | 01/16/2024 | RON GUFFEY CELL 785-492-93...  | 41.47            |
| VERIZON WIRELESS                                                       | 9954121098 CODES    | 01/16/2024 | SARAH BROWN CELL 785-492-...   | 41.47            |
| VERIZON WIRELESS                                                       | 9954121098 CODES    | 01/16/2024 | PERMIT TECH CELL 785-492-9...  | 41.47            |
| VERIZON WIRELESS                                                       | 9954121098 FIRE/AMB | 01/16/2024 | 785-802-8380 JCFD MIFI         | 40.01            |
| VERIZON WIRELESS                                                       | 9954121098 FIRE/AMB | 01/16/2024 | 785-802-8371 TAB 05 UNIT 565   | 40.01            |
| VERIZON WIRELESS                                                       | 9954121098 FIRE/AMB | 01/16/2024 | 785-802-8370 TAB 04 UNIT 564   | 40.01            |
| VERIZON WIRELESS                                                       | 9954121098 FIRE/AMB | 01/16/2024 | 785-802-8369 TAB 03 UNIT 563   | 40.01            |
| VERIZON WIRELESS                                                       | 9954121098 FIRE/AMB | 01/16/2024 | 785-492-4981 564-M1            | 49.17            |
| VERIZON WIRELESS                                                       | 9954121098 FIRE/AMB | 01/16/2024 | 785-492-1766 563-M2            | 49.17            |
| VERIZON WIRELESS                                                       | 9954121098 FIRE/AMB | 01/16/2024 | 785-492-4982 565-M5            | 49.17            |
| VERIZON WIRELESS                                                       | 9954121098 FIRE/AMB | 01/16/2024 | 785-492-4983 561-M4            | 49.17            |
| VERIZON WIRELESS                                                       | 9954121098 FIRE/AMB | 01/16/2024 | 785-802-8365 TAB 01 UNIT 561   | 40.01            |
| VERIZON WIRELESS                                                       | 9954121098 FIRE/AMB | 01/16/2024 | 785-492-4980 562-M3            | 54.17            |
| VERIZON WIRELESS                                                       | 9954121098 FIRE/AMB | 01/16/2024 | 785-492-7734 CHIEF             | 54.17            |
| VERIZON WIRELESS                                                       | 9954121098 FIRE/AMB | 01/16/2024 | 785-209-0255 VOSBURG           | 49.17            |
| VERIZON WIRELESS                                                       | 9954121098 FIRE/AMB | 01/16/2024 | 785-802-8381 JCFD ROUTER 1     | 40.01            |
| VERIZON WIRELESS                                                       | 9954121098 FIRE/AMB | 01/16/2024 | 785-802-8374 TAB 08 UNIT 520   | 40.01            |
| VERIZON WIRELESS                                                       | 9954121098 FIRE/AMB | 01/16/2024 | 785-802-8123 TABLET NELSON     | 40.01            |
| VERIZON WIRELESS                                                       | 9954121098 FIRE/AMB | 01/16/2024 | 785-802-8373 TAB 07 UNIT 510   | 40.01            |
| VERIZON WIRELESS                                                       | 9954121098 FIRE/AMB | 01/16/2024 | 785-802-8375 TAB 09 UNIT 530   | 40.01            |
| VERIZON WIRELESS                                                       | 9954121098 FIRE/AMB | 01/16/2024 | 785-802-8379 TAB 13            | 40.01            |
| VERIZON WIRELESS                                                       | 9954121098 FIRE/AMB | 01/16/2024 | 785-802-8383 JCFD ROUTER 3     | 40.01            |
| VERIZON WIRELESS                                                       | 9954121098 FIRE/AMB | 01/16/2024 | 785-307-7803 550-T2            | 49.17            |
| VERIZON WIRELESS                                                       | 9954121098 FIRE/AMB | 01/16/2024 | 785-492-1793 510-E1            | 49.17            |
| VERIZON WIRELESS                                                       | 9954121098 FIRE/AMB | 01/16/2024 | 785-492-7687 NELSON            | 49.17            |
| VERIZON WIRELESS                                                       | 9954121098 FIRE/AMB | 01/16/2024 | 785-492-8734 FIRE              | 49.17            |
| VERIZON WIRELESS                                                       | 9954121098 FIRE/AMB | 01/16/2024 | 785-209-2804 JC FIRE TABLET    | 40.01            |
| VERIZON WIRELESS                                                       | 9954121098 FIRE/AMB | 01/16/2024 | 785-492-4989 520-E2            | 49.17            |
| VERIZON WIRELESS                                                       | 9954121098 FIRE/AMB | 01/16/2024 | 785-307-5772 540 R2            | 49.17            |
| VERIZON WIRELESS                                                       | INV0029037          | 01/16/2024 | 785-307-1769 CITY CLERK-ME...  | 48.08            |
| VERIZON WIRELESS                                                       | INV0029037          | 01/16/2024 | 785-532-8788 FINANCE DIREC...  | 46.47            |
| VERIZON WIRELESS                                                       | INV0029037          | 01/16/2024 | 918-671-7181 CSR MANAGER       | 41.47            |
| VERIZON WIRELESS                                                       | INV0029037          | 01/16/2024 | 785-280-3591-CITY MANAGER...   | 41.47            |
| VERIZON WIRELESS                                                       | INV0029037          | 01/16/2024 | 785-307-0016--CITY PROSECU...  | 41.47            |
| VERIZON WIRELESS                                                       | INV0029037          | 01/16/2024 | 785-530-9541 MUNICIPAL CO...   | 41.47            |
| VERIZON WIRELESS                                                       | INV0029038          | 01/16/2024 | 6179-BM-AGUILIAR               | 41.47            |
| VERIZON WIRELESS                                                       | INV0029038          | 01/16/2024 | 4006-DIRECTOR GRAY             | 41.47            |
| VERIZON WIRELESS                                                       | INV0029038          | 01/16/2024 | 785-307-2045-GOLF-MAINTEN...   | 40.01            |
| VERIZON WIRELESS                                                       | INV0029038          | 01/16/2024 | 785-317-5084 -GOLF CLUBHO...   | 64.87            |
| VERIZON WIRELESS                                                       | INV0029038          | 01/16/2024 | 3067 REC MGR SWIHART           | 41.47            |
| VERIZON WIRELESS                                                       | INV0029039          | 01/16/2024 | IBARRA-223-1232                | 46.47            |

**Appropriations 01/16/24-02/02/24**
**Post Dates: 1/16/2024 - 2/2/2024**

| Vendor Name                                                    | Payable Number | Post Date  | Description (Item)           | Amount            |
|----------------------------------------------------------------|----------------|------------|------------------------------|-------------------|
| VERIZON WIRELESS                                               | INV0029039     | 01/16/2024 | SAMSUNG TAB A1-492-2335      | 40.01             |
| VERIZON WIRELESS                                               | INV0029039     | 01/16/2024 | STREET 3-761-5218            | 24.30             |
| VERIZON WIRELESS                                               | INV0029039     | 01/16/2024 | SAMSUNG TAB A2-492-2338      | 40.01             |
| VERIZON WIRELESS                                               | INV0029039     | 01/16/2024 | LEWIS-761-5415               | 41.47             |
| VERIZON WIRELESS                                               | INV0029039     | 01/16/2024 | J BERGMANN 761-6813          | 41.47             |
| VERIZON WIRELESS                                               | INV0029039     | 01/16/2024 | STREET CREW-492-2184         | 40.01             |
| VERIZON WIRELESS                                               | INV0029039     | 01/16/2024 | JC STREETS 1 761-6272        | 40.01             |
| VERIZON WIRELESS                                               | INV0029039     | 01/16/2024 | GAGER FLEET-492-2616         | 40.01             |
| VERIZON WIRELESS                                               | INV0029039     | 01/16/2024 | HORN-761-5254                | 24.30             |
| VERIZON WIRELESS                                               | INV0029039     | 01/16/2024 | TENORIO-761-5450             | 24.30             |
| VERIZON WIRELESS                                               | INV0029039     | 01/16/2024 | ON CALL-223-1508             | 24.30             |
| VERIZON WIRELESS                                               | INV0029039     | 01/16/2024 | JC STREETS 761-6091          | 40.01             |
| VERIZON WIRELESS                                               | INV0029039     | 01/16/2024 | UTILITY 1-223-1241           | 24.30             |
| VERIZON WIRELESS                                               | INV0029039     | 01/16/2024 | HALL-761-5396                | 24.30             |
| VERIZON WIRELESS                                               | INV0029039     | 01/16/2024 | JC TABLET 473-6099           | 40.01             |
| VERIZON WIRELESS                                               | INV0029039     | 01/16/2024 | JC TABLET 473-6377           | 40.01             |
| VERIZON WIRELESS                                               | INV0029039     | 01/16/2024 | ZISHKA STREETS-492-2211      | 40.01             |
| VERIZON WIRELESS                                               | JCPD Jan 2024  | 01/16/2024 | JCPD/AS-January 2024 (Cell)  | 122.95            |
| VERIZON WIRELESS                                               | JCPD Jan 2024  | 01/16/2024 | JCPD-January 2024 (Cell)     | 2,254.11          |
| <b>Vendor 00970 - VERIZON WIRELESS Total:</b>                  |                |            |                              | <b>4,878.77</b>   |
| <b>Vendor: 03938 - VSP INSURANCE CO.</b>                       |                |            |                              |                   |
| VSP INSURANCE CO.                                              | INV0029073     | 01/26/2024 | VSP Vision Insurance Pre-Tax | 72.52             |
| VSP INSURANCE CO.                                              | INV0029127     | 01/26/2024 | VSP Vision Insurance Pre-Tax | 623.16            |
| <b>Vendor 03938 - VSP INSURANCE CO. Total:</b>                 |                |            |                              | <b>695.68</b>     |
| <b>Vendor: 01345 - WOODRIVER ENERGY LLC</b>                    |                |            |                              |                   |
| WOODRIVER ENERGY LLC                                           | 370783         | 01/16/2024 | CITY HALL-700 N JEFFERSON    | 1,552.69          |
| WOODRIVER ENERGY LLC                                           | 370783         | 01/16/2024 | PARKS-2307 N JACKSON         | 1,163.15          |
| WOODRIVER ENERGY LLC                                           | 370783         | 01/16/2024 | JCPD-210 E 9TH               | 333.90            |
| WOODRIVER ENERGY LLC                                           | 370783         | 01/16/2024 | JCPD-WAREHOUSE--312 E 9TH    | 61.21             |
| WOODRIVER ENERGY LLC                                           | 372247         | 01/16/2024 | 6574 -OPERA HOUSE-133 W 7... | 222.26            |
| <b>Vendor 01345 - WOODRIVER ENERGY LLC Total:</b>              |                |            |                              | <b>3,333.21</b>   |
|                                                                |                |            |                              | <b>454,542.99</b> |
| <b>Fund 001 - GENERAL FUND Total:</b>                          |                |            |                              | <b>454,542.99</b> |
| <b>Fund: 002 - GRANT FUND</b>                                  |                |            |                              |                   |
| <b>Vendor: 007921 - BLUE CROSS BLUE SHIELD OF KS INC</b>       |                |            |                              |                   |
| BLUE CROSS BLUE SHIELD OF ...                                  | INV0029084     | 01/26/2024 | BLUE CROSS BLUE SHIELD       | 362.76            |
| BLUE CROSS BLUE SHIELD OF ...                                  | INV0029087     | 01/26/2024 | BLUE CROSS BLUE SHIELD       | 26.30             |
| <b>Vendor 007921 - BLUE CROSS BLUE SHIELD OF KS INC Total:</b> |                |            |                              | <b>389.06</b>     |
| <b>Vendor: 001010 - INTERNAL REVENUE SERVICE</b>               |                |            |                              |                   |
| INTERNAL REVENUE SERVICE                                       | INV0029131     | 01/26/2024 | FEDERAL WITHHOLDING          | 61.50             |
| INTERNAL REVENUE SERVICE                                       | INV0029132     | 01/26/2024 | MEDICARE WITHHOLDING         | 38.68             |
| <b>Vendor 001010 - INTERNAL REVENUE SERVICE Total:</b>         |                |            |                              | <b>100.18</b>     |
| <b>Vendor: 039125 - JCPOA</b>                                  |                |            |                              |                   |
| JCPOA                                                          | INV0029122     | 01/26/2024 | JCPOA                        | 15.00             |
| <b>Vendor 039125 - JCPOA Total:</b>                            |                |            |                              | <b>15.00</b>      |
| <b>Vendor: 042540 - KANSAS DEPT OF REVENUE</b>                 |                |            |                              |                   |
| KANSAS DEPT OF REVENUE                                         | INV0029129     | 01/26/2024 | STATE WITHHOLDING            | 45.99             |
| <b>Vendor 042540 - KANSAS DEPT OF REVENUE Total:</b>           |                |            |                              | <b>45.99</b>      |
| <b>Vendor: 043859 - KANSAS PUBLIC EMPLOYEES</b>                |                |            |                              |                   |
| KANSAS PUBLIC EMPLOYEES                                        | INV0029114     | 01/26/2024 | KP&F                         | 462.57            |
| <b>Vendor 043859 - KANSAS PUBLIC EMPLOYEES Total:</b>          |                |            |                              | <b>462.57</b>     |
| <b>Vendor: 03938 - VSP INSURANCE CO.</b>                       |                |            |                              |                   |
| VSP INSURANCE CO.                                              | INV0029127     | 01/26/2024 | VSP Vision Insurance Pre-Tax | 5.63              |
| <b>Vendor 03938 - VSP INSURANCE CO. Total:</b>                 |                |            |                              | <b>5.63</b>       |
|                                                                |                |            |                              | <b>1,018.43</b>   |
| <b>Fund 002 - GRANT FUND Total:</b>                            |                |            |                              | <b>1,018.43</b>   |

## Appropriations 01/16/24-02/02/24

Post Dates: 1/16/2024 - 2/2/2024

| Vendor Name                                                          | Payable Number          | Post Date  | Description (Item)            | Amount           |
|----------------------------------------------------------------------|-------------------------|------------|-------------------------------|------------------|
| <b>Fund: 014 - WATER UTILITY FUND</b>                                |                         |            |                               |                  |
| <b>Vendor: 043380 - ADVANCE LIFE INSURANCE</b>                       |                         |            |                               |                  |
| ADVANCE LIFE INSURANCE                                               | INV0029080              | 01/26/2024 | CITY OF JC EMPLOYER PD LIFE   | 13.59            |
| ADVANCE LIFE INSURANCE                                               | INV0029081              | 01/26/2024 | ADVANCE LIFE INSURANCE BE...  | 42.65            |
| <b>Vendor 043380 - ADVANCE LIFE INSURANCE Total:</b>                 |                         |            |                               | <b>56.24</b>     |
| <b>Vendor: 03161 - ADVANCE SHORT TERM DISABILITY</b>                 |                         |            |                               |                  |
| ADVANCE SHORT TERM DISAB...                                          | INV0029125              | 01/26/2024 | CITY OF JC EMPLOYER PAID S... | 37.67            |
| <b>Vendor 03161 - ADVANCE SHORT TERM DISABILITY Total:</b>           |                         |            |                               | <b>37.67</b>     |
| <b>Vendor: 066230 - AMERICAN FAMILY LIFE ASSURANCE COMPANY</b>       |                         |            |                               |                  |
| AMERICAN FAMILY LIFE ASSU...                                         | INV0029082              | 01/26/2024 | AFLAC                         | 15.07            |
| AMERICAN FAMILY LIFE ASSU...                                         | INV0029083              | 01/26/2024 | AFLAC BEFORE TAX              | 40.93            |
| <b>Vendor 066230 - AMERICAN FAMILY LIFE ASSURANCE COMPANY Total:</b> |                         |            |                               | <b>56.00</b>     |
| <b>Vendor: 007921 - BLUE CROSS BLUE SHIELD OF KS INC</b>             |                         |            |                               |                  |
| BLUE CROSS BLUE SHIELD OF ...                                        | INV0029087              | 01/26/2024 | BLUE CROSS BLUE SHIELD        | 12.30            |
| BLUE CROSS BLUE SHIELD OF ...                                        | INV0029091              | 01/26/2024 | BLUE CROSS BLUE SHIELD        | 197.13           |
| BLUE CROSS BLUE SHIELD OF ...                                        | INV0029092              | 01/26/2024 | BLUE CROSS BLUE SHIELD        | 47.04            |
| BLUE CROSS BLUE SHIELD OF ...                                        | INV0029093              | 01/26/2024 | BLUE CROSS BLUE SHIELD        | 433.51           |
| BLUE CROSS BLUE SHIELD OF ...                                        | INV0029094              | 01/26/2024 | BLUE CROSS BLUE SHIELD        | 164.06           |
| BLUE CROSS BLUE SHIELD OF ...                                        | INV0029095              | 01/26/2024 | BLUE CROSS BLUE SHIELD        | 443.24           |
| BLUE CROSS BLUE SHIELD OF ...                                        | INV0029096              | 01/26/2024 | BLUE CROSS BLUE SHIELD        | 371.28           |
| BLUE CROSS BLUE SHIELD OF ...                                        | INV0029098              | 01/26/2024 | BLUE CROSS BLUE SHIELD        | 155.78           |
| BLUE CROSS BLUE SHIELD OF ...                                        | INV0029100              | 01/26/2024 | BLUE CROSS BLUE SHIELD        | 59.41            |
| BLUE CROSS BLUE SHIELD OF ...                                        | INV0029101              | 01/26/2024 | BLUE CROSS BLUE SHIELD        | 87.22            |
| <b>Vendor 007921 - BLUE CROSS BLUE SHIELD OF KS INC Total:</b>       |                         |            |                               | <b>1,970.97</b>  |
| <b>Vendor: 044005 - CITY OF JC FLEX SPENDING ACCT 1074334</b>        |                         |            |                               |                  |
| CITY OF JC FLEX SPENDING AC...                                       | INV0029108              | 01/26/2024 | FLEX SPENDING-1074334         | 116.72           |
| <b>Vendor 044005 - CITY OF JC FLEX SPENDING ACCT 1074334 Total:</b>  |                         |            |                               | <b>116.72</b>    |
| <b>Vendor: 012130 - CITY OF JUNCTION CITY</b>                        |                         |            |                               |                  |
| CITY OF JUNCTION CITY                                                | INV0029109              | 01/26/2024 | CITY OF JUNCTION CITY (G-FEE) | 7.51             |
| CITY OF JUNCTION CITY                                                | INV0029124              | 01/26/2024 | TELEPHONE REIMBURSEMENT       | 21.88            |
| <b>Vendor 012130 - CITY OF JUNCTION CITY Total:</b>                  |                         |            |                               | <b>29.39</b>     |
| <b>Vendor: 03776 - CONNECT PARENT CORPORATION</b>                    |                         |            |                               |                  |
| CONNECT PARENT CORPORAT...                                           | 314237401               | 01/31/2024 | Water admin                   | 113.52           |
| <b>Vendor 03776 - CONNECT PARENT CORPORATION Total:</b>              |                         |            |                               | <b>113.52</b>    |
| <b>Vendor: 03463 - CROSSLAND HEAVY CONTRACTORS, INC.</b>             |                         |            |                               |                  |
| CROSSLAND HEAVY CONTRAC...                                           | PAYMENT ESTIMATE NO. 26 | 01/31/2024 | WATER TREATMENT PLANT I...    | 75,246.40        |
| <b>Vendor 03463 - CROSSLAND HEAVY CONTRACTORS, INC. Total:</b>       |                         |            |                               | <b>75,246.40</b> |
| <b>Vendor: 01944 - EMPOWER RETIREMENT LLC</b>                        |                         |            |                               |                  |
| EMPOWER RETIREMENT LLC                                               | INV0029118              | 01/26/2024 | GREAT WEST FINANCIAL          | 250.78           |
| <b>Vendor 01944 - EMPOWER RETIREMENT LLC Total:</b>                  |                         |            |                               | <b>250.78</b>    |
| <b>Vendor: 043802 - EVERGY</b>                                       |                         |            |                               |                  |
| EVERGY                                                               | INV0029153              | 01/30/2024 | 2232 W ASH-WATER TOWER        | 233.11           |
| EVERGY                                                               | INV0029153              | 01/30/2024 | 2100 N JACKSON-WATER          | 320.70           |
| <b>Vendor 043802 - EVERGY Total:</b>                                 |                         |            |                               | <b>553.81</b>    |
| <b>Vendor: 016941 - H KENT HOLLINS</b>                               |                         |            |                               |                  |
| H KENT HOLLINS                                                       | INV0029111              | 01/26/2024 | GARNISHMENT                   | 136.54           |
| <b>Vendor 016941 - H KENT HOLLINS Total:</b>                         |                         |            |                               | <b>136.54</b>    |
| <b>Vendor: 001010 - INTERNAL REVENUE SERVICE</b>                     |                         |            |                               |                  |
| INTERNAL REVENUE SERVICE                                             | INV0029130              | 01/26/2024 | SOCIAL SECURITY WITHHOLDI...  | 2,556.66         |
| INTERNAL REVENUE SERVICE                                             | INV0029131              | 01/26/2024 | FEDERAL WITHHOLDING           | 1,500.65         |
| INTERNAL REVENUE SERVICE                                             | INV0029132              | 01/26/2024 | MEDICARE WITHHOLDING          | 598.12           |
| <b>Vendor 001010 - INTERNAL REVENUE SERVICE Total:</b>               |                         |            |                               | <b>4,655.43</b>  |
| <b>Vendor: 00973 - KANSAS DEPARTMENT OF LABOR</b>                    |                         |            |                               |                  |
| KANSAS DEPARTMENT OF LA...                                           | INV0029128              | 01/26/2024 | QUARTERLY UNEMPLOYMENT ..     | 20.69            |
| <b>Vendor 00973 - KANSAS DEPARTMENT OF LABOR Total:</b>              |                         |            |                               | <b>20.69</b>     |

## Appropriations 01/16/24-02/02/24

Post Dates: 1/16/2024 - 2/2/2024

| Vendor Name                                                            | Payable Number | Post Date  | Description (Item)             | Amount            |
|------------------------------------------------------------------------|----------------|------------|--------------------------------|-------------------|
| <b>Vendor: 042540 - KANSAS DEPT OF REVENUE</b>                         |                |            |                                |                   |
| KANSAS DEPT OF REVENUE                                                 | INV0029129     | 01/26/2024 | STATE WITHHOLDING              | 802.05            |
| <b>Vendor 042540 - KANSAS DEPT OF REVENUE Total:</b>                   |                |            |                                | <b>802.05</b>     |
| <b>Vendor: 043271 - KANSAS GAS SERVICE</b>                             |                |            |                                |                   |
| KANSAS GAS SERVICE                                                     | INV0029079     | 01/23/2024 | 2232 W ASH TOWER               | 45.37             |
| KANSAS GAS SERVICE                                                     | INV0029079     | 01/23/2024 | 900 W SPRUCE                   | 46.16             |
| <b>Vendor 043271 - KANSAS GAS SERVICE Total:</b>                       |                |            |                                | <b>91.53</b>      |
| <b>Vendor: 014435 - KANSAS PAYMENT CENTER</b>                          |                |            |                                |                   |
| KANSAS PAYMENT CENTER                                                  | INV0029112     | 01/26/2024 | INCOME WITHHOLDING ORD...      | 81.51             |
| <b>Vendor 014435 - KANSAS PAYMENT CENTER Total:</b>                    |                |            |                                | <b>81.51</b>      |
| <b>Vendor: 043859 - KANSAS PUBLIC EMPLOYEES</b>                        |                |            |                                |                   |
| KANSAS PUBLIC EMPLOYEES                                                | INV0029115     | 01/26/2024 | KPERS #1                       | 419.81            |
| KANSAS PUBLIC EMPLOYEES                                                | INV0029116     | 01/26/2024 | KPERS #2                       | 407.75            |
| KANSAS PUBLIC EMPLOYEES                                                | INV0029117     | 01/26/2024 | KPERS #3                       | 2,209.58          |
| KANSAS PUBLIC EMPLOYEES                                                | INV0029119     | 01/26/2024 | KPERS INSURANCE                | 210.61            |
| <b>Vendor 043859 - KANSAS PUBLIC EMPLOYEES Total:</b>                  |                |            |                                | <b>3,247.75</b>   |
| <b>Vendor: 079629 - UNITED WAY OF JUNCTION CITY-GEARY COUNTY</b>       |                |            |                                |                   |
| UNITED WAY OF JUNCTION CI...                                           | INV0029126     | 01/26/2024 | UNITED WAY                     | 3.01              |
| <b>Vendor 079629 - UNITED WAY OF JUNCTION CITY-GEARY COUNTY Total:</b> |                |            |                                | <b>3.01</b>       |
| <b>Vendor: 00970 - VERIZON WIRELESS</b>                                |                |            |                                |                   |
| VERIZON WIRELESS                                                       | INV0029037     | 01/16/2024 | 785-307-4403-JUNCTION CITY...  | 40.01             |
| VERIZON WIRELESS                                                       | INV0029037     | 01/16/2024 | 785-307-7019--JUNCTION CITY... | 40.01             |
| VERIZON WIRELESS                                                       | INV0029039     | 01/16/2024 | SAMSUNG TAB A5-210-4887        | 40.01             |
| VERIZON WIRELESS                                                       | INV0029039     | 01/16/2024 | HAYHURST-761-5293              | 24.30             |
| VERIZON WIRELESS                                                       | INV0029039     | 01/16/2024 | TABLETS FOR METER READERS...   | 40.01             |
| VERIZON WIRELESS                                                       | INV0029039     | 01/16/2024 | UTILITY 5-761-5237             | 24.30             |
| VERIZON WIRELESS                                                       | INV0029039     | 01/16/2024 | NEW LINE-761-5094              | 24.30             |
| VERIZON WIRELESS                                                       | INV0029039     | 01/16/2024 | STREET 5-761-5283              | 24.30             |
| VERIZON WIRELESS                                                       | INV0029039     | 01/16/2024 | TABLETS FOR METER READERS...   | 40.01             |
| <b>Vendor 00970 - VERIZON WIRELESS Total:</b>                          |                |            |                                | <b>297.25</b>     |
| <b>Vendor: 03938 - VSP INSURANCE CO.</b>                               |                |            |                                |                   |
| VSP INSURANCE CO.                                                      | INV0029127     | 01/26/2024 | VSP Vision Insurance Pre-Tax   | 40.18             |
| <b>Vendor 03938 - VSP INSURANCE CO. Total:</b>                         |                |            |                                | <b>40.18</b>      |
| <b>Vendor: 042901 - WATER PROTECTION FEE/CLEAN DRINKING FEE</b>        |                |            |                                |                   |
| WATER PROTECTION FEE/CLE...                                            | 4th Qtr 2023   | 01/25/2024 | WATER PROTECTION 4TH QTR...    | 6,676.86          |
| WATER PROTECTION FEE/CLE...                                            | 4th Qtr 2023   | 01/25/2024 | CLEAN DRINKING WATER FEE ...   | 6,259.56          |
| <b>Vendor 042901 - WATER PROTECTION FEE/CLEAN DRINKING FEE Total:</b>  |                |            |                                | <b>12,936.42</b>  |
| <b>Vendor: 01345 - WOODRIVER ENERGY LLC</b>                            |                |            |                                |                   |
| WOODRIVER ENERGY LLC                                                   | 370783         | 01/16/2024 | PUBLIC WORKS-2324 N JACKS...   | 829.26            |
| <b>Vendor 01345 - WOODRIVER ENERGY LLC Total:</b>                      |                |            |                                | <b>829.26</b>     |
|                                                                        |                |            |                                | <b>101,573.12</b> |
| <b>Fund 014 - WATER UTILITY FUND Total:</b>                            |                |            |                                | <b>101,573.12</b> |
| <b>Fund: 015 - WASTEWATER UTILITY FUND</b>                             |                |            |                                |                   |
| <b>Vendor: 043380 - ADVANCE LIFE INSURANCE</b>                         |                |            |                                |                   |
| ADVANCE LIFE INSURANCE                                                 | INV0029080     | 01/26/2024 | CITY OF JC EMPLOYER PD LIFE    | 13.83             |
| ADVANCE LIFE INSURANCE                                                 | INV0029081     | 01/26/2024 | ADVANCE LIFE INSURANCE BE...   | 42.65             |
| <b>Vendor 043380 - ADVANCE LIFE INSURANCE Total:</b>                   |                |            |                                | <b>56.48</b>      |
| <b>Vendor: 03161 - ADVANCE SHORT TERM DISABILITY</b>                   |                |            |                                |                   |
| ADVANCE SHORT TERM DISAB...                                            | INV0029125     | 01/26/2024 | CITY OF JC EMPLOYER PAID S...  | 38.32             |
| <b>Vendor 03161 - ADVANCE SHORT TERM DISABILITY Total:</b>             |                |            |                                | <b>38.32</b>      |
| <b>Vendor: 066230 - AMERICAN FAMILY LIFE ASSURANCE COMPANY</b>         |                |            |                                |                   |
| AMERICAN FAMILY LIFE ASSU...                                           | INV0029082     | 01/26/2024 | AFLAC                          | 15.31             |
| AMERICAN FAMILY LIFE ASSU...                                           | INV0029083     | 01/26/2024 | AFLAC BEFORE TAX               | 45.19             |
| <b>Vendor 066230 - AMERICAN FAMILY LIFE ASSURANCE COMPANY Total:</b>   |                |            |                                | <b>60.50</b>      |
| <b>Vendor: 007921 - BLUE CROSS BLUE SHIELD OF KS INC</b>               |                |            |                                |                   |
| BLUE CROSS BLUE SHIELD OF ...                                          | INV0029087     | 01/26/2024 | BLUE CROSS BLUE SHIELD         | 15.80             |

**Appropriations 01/16/24-02/02/24**
**Post Dates: 1/16/2024 - 2/2/2024**

| Vendor Name                                                            | Payable Number | Post Date  | Description (Item)            | Amount          |
|------------------------------------------------------------------------|----------------|------------|-------------------------------|-----------------|
| BLUE CROSS BLUE SHIELD OF ...                                          | INV0029091     | 01/26/2024 | BLUE CROSS BLUE SHIELD        | 197.13          |
| BLUE CROSS BLUE SHIELD OF ...                                          | INV0029092     | 01/26/2024 | BLUE CROSS BLUE SHIELD        | 47.06           |
| BLUE CROSS BLUE SHIELD OF ...                                          | INV0029093     | 01/26/2024 | BLUE CROSS BLUE SHIELD        | 432.44          |
| BLUE CROSS BLUE SHIELD OF ...                                          | INV0029094     | 01/26/2024 | BLUE CROSS BLUE SHIELD        | 164.04          |
| BLUE CROSS BLUE SHIELD OF ...                                          | INV0029095     | 01/26/2024 | BLUE CROSS BLUE SHIELD        | 464.42          |
| BLUE CROSS BLUE SHIELD OF ...                                          | INV0029096     | 01/26/2024 | BLUE CROSS BLUE SHIELD        | 381.69          |
| BLUE CROSS BLUE SHIELD OF ...                                          | INV0029098     | 01/26/2024 | BLUE CROSS BLUE SHIELD        | 155.78          |
| BLUE CROSS BLUE SHIELD OF ...                                          | INV0029100     | 01/26/2024 | BLUE CROSS BLUE SHIELD        | 51.23           |
| BLUE CROSS BLUE SHIELD OF ...                                          | INV0029101     | 01/26/2024 | BLUE CROSS BLUE SHIELD        | 90.56           |
| <b>Vendor 007921 - BLUE CROSS BLUE SHIELD OF KS INC Total:</b>         |                |            |                               | <b>2,000.15</b> |
| <b>Vendor: 044005 - CITY OF JC FLEX SPENDING ACCT 1074334</b>          |                |            |                               |                 |
| CITY OF JC FLEX SPENDING AC...                                         | INV0029108     | 01/26/2024 | FLEX SPENDING-1074334         | 116.69          |
| <b>Vendor 044005 - CITY OF JC FLEX SPENDING ACCT 1074334 Total:</b>    |                |            |                               | <b>116.69</b>   |
| <b>Vendor: 012130 - CITY OF JUNCTION CITY</b>                          |                |            |                               |                 |
| CITY OF JUNCTION CITY                                                  | INV0029109     | 01/26/2024 | CITY OF JUNCTION CITY (G-FEE) | 7.49            |
| CITY OF JUNCTION CITY                                                  | INV0029124     | 01/26/2024 | TELEPHONE REIMBURSEMENT       | 23.20           |
| <b>Vendor 012130 - CITY OF JUNCTION CITY Total:</b>                    |                |            |                               | <b>30.69</b>    |
| <b>Vendor: 01944 - EMPOWER RETIREMENT LLC</b>                          |                |            |                               |                 |
| EMPOWER RETIREMENT LLC                                                 | INV0029118     | 01/26/2024 | GREAT WEST FINANCIAL          | 250.78          |
| <b>Vendor 01944 - EMPOWER RETIREMENT LLC Total:</b>                    |                |            |                               | <b>250.78</b>   |
| <b>Vendor: 043802 - EVERGY</b>                                         |                |            |                               |                 |
| EVERGY                                                                 | INV0029166     | 01/31/2024 | 2324 N JACKSON                | 476.81          |
| EVERGY                                                                 | INV0029166     | 01/31/2024 | 2324 N JACKSON                | 476.81          |
| <b>Vendor 043802 - EVERGY Total:</b>                                   |                |            |                               | <b>953.62</b>   |
| <b>Vendor: 016941 - H KENT HOLLINS</b>                                 |                |            |                               |                 |
| H KENT HOLLINS                                                         | INV0029111     | 01/26/2024 | GARNISHMENT                   | 136.51          |
| <b>Vendor 016941 - H KENT HOLLINS Total:</b>                           |                |            |                               | <b>136.51</b>   |
| <b>Vendor: 001010 - INTERNAL REVENUE SERVICE</b>                       |                |            |                               |                 |
| INTERNAL REVENUE SERVICE                                               | INV0029130     | 01/26/2024 | SOCIAL SECURITY WITHHOLDI...  | 2,558.06        |
| INTERNAL REVENUE SERVICE                                               | INV0029131     | 01/26/2024 | FEDERAL WITHHOLDING           | 1,481.41        |
| INTERNAL REVENUE SERVICE                                               | INV0029132     | 01/26/2024 | MEDICARE WITHHOLDING          | 598.20          |
| <b>Vendor 001010 - INTERNAL REVENUE SERVICE Total:</b>                 |                |            |                               | <b>4,637.67</b> |
| <b>Vendor: 00973 - KANSAS DEPARTMENT OF LABOR</b>                      |                |            |                               |                 |
| KANSAS DEPARTMENT OF LA...                                             | INV0029128     | 01/26/2024 | QUARTERLY UNEMPLOYMENT ..     | 20.52           |
| <b>Vendor 00973 - KANSAS DEPARTMENT OF LABOR Total:</b>                |                |            |                               | <b>20.52</b>    |
| <b>Vendor: 042540 - KANSAS DEPT OF REVENUE</b>                         |                |            |                               |                 |
| KANSAS DEPT OF REVENUE                                                 | INV0029129     | 01/26/2024 | STATE WITHHOLDING             | 799.15          |
| <b>Vendor 042540 - KANSAS DEPT OF REVENUE Total:</b>                   |                |            |                               | <b>799.15</b>   |
| <b>Vendor: 014435 - KANSAS PAYMENT CENTER</b>                          |                |            |                               |                 |
| KANSAS PAYMENT CENTER                                                  | INV0029112     | 01/26/2024 | INCOME WITHHOLDING ORD...     | 81.49           |
| <b>Vendor 014435 - KANSAS PAYMENT CENTER Total:</b>                    |                |            |                               | <b>81.49</b>    |
| <b>Vendor: 043859 - KANSAS PUBLIC EMPLOYEES</b>                        |                |            |                               |                 |
| KANSAS PUBLIC EMPLOYEES                                                | INV0029115     | 01/26/2024 | KPERS #1                      | 419.78          |
| KANSAS PUBLIC EMPLOYEES                                                | INV0029116     | 01/26/2024 | KPERS #2                      | 407.77          |
| KANSAS PUBLIC EMPLOYEES                                                | INV0029117     | 01/26/2024 | KPERS #3                      | 2,211.89        |
| KANSAS PUBLIC EMPLOYEES                                                | INV0029119     | 01/26/2024 | KPERS INSURANCE               | 210.58          |
| <b>Vendor 043859 - KANSAS PUBLIC EMPLOYEES Total:</b>                  |                |            |                               | <b>3,250.02</b> |
| <b>Vendor: 079629 - UNITED WAY OF JUNCTION CITY-GEARY COUNTY</b>       |                |            |                               |                 |
| UNITED WAY OF JUNCTION CI...                                           | INV0029126     | 01/26/2024 | UNITED WAY                    | 3.01            |
| <b>Vendor 079629 - UNITED WAY OF JUNCTION CITY-GEARY COUNTY Total:</b> |                |            |                               | <b>3.01</b>     |
| <b>Vendor: 00970 - VERIZON WIRELESS</b>                                |                |            |                               |                 |
| VERIZON WIRELESS                                                       | INV0029039     | 01/16/2024 | SAMSUNG TAB A4-492-2782       | 40.01           |
| VERIZON WIRELESS                                                       | INV0029039     | 01/16/2024 | MARSTON-761-5354              | 24.30           |
| VERIZON WIRELESS                                                       | INV0029039     | 01/16/2024 | SANITATION 3-761-5373         | 24.30           |
| <b>Vendor 00970 - VERIZON WIRELESS Total:</b>                          |                |            |                               | <b>88.61</b>    |

## Appropriations 01/16/24-02/02/24

Post Dates: 1/16/2024 - 2/2/2024

| Vendor Name                                                            | Payable Number | Post Date  | Description (Item)            | Amount           |
|------------------------------------------------------------------------|----------------|------------|-------------------------------|------------------|
| <b>Vendor: 03938 - VSP INSURANCE CO.</b>                               |                |            |                               |                  |
| VSP INSURANCE CO.                                                      | INV0029127     | 01/26/2024 | VSP Vision Insurance Pre-Tax  | 41.75            |
| <b>Vendor 03938 - VSP INSURANCE CO. Total:</b>                         |                |            |                               | <b>41.75</b>     |
|                                                                        |                |            |                               | <b>12,565.96</b> |
| <b>Fund 015 - WASTEWATER UTILITY FUND Total:</b>                       |                |            |                               | <b>12,565.96</b> |
| <b>Fund: 018 - STORM WATER UTILITY FUND</b>                            |                |            |                               |                  |
| <b>Vendor: 043380 - ADVANCE LIFE INSURANCE</b>                         |                |            |                               |                  |
| ADVANCE LIFE INSURANCE                                                 | INV0029080     | 01/26/2024 | CITY OF JC EMPLOYER PD LIFE   | 3.25             |
| ADVANCE LIFE INSURANCE                                                 | INV0029081     | 01/26/2024 | ADVANCE LIFE INSURANCE BE...  | 18.76            |
| <b>Vendor 043380 - ADVANCE LIFE INSURANCE Total:</b>                   |                |            |                               | <b>22.01</b>     |
| <b>Vendor: 03161 - ADVANCE SHORT TERM DISABILITY</b>                   |                |            |                               |                  |
| ADVANCE SHORT TERM DISAB...                                            | INV0029125     | 01/26/2024 | CITY OF JC EMPLOYER PAID S... | 8.73             |
| <b>Vendor 03161 - ADVANCE SHORT TERM DISABILITY Total:</b>             |                |            |                               | <b>8.73</b>      |
| <b>Vendor: 066230 - AMERICAN FAMILY LIFE ASSURANCE COMPANY</b>         |                |            |                               |                  |
| AMERICAN FAMILY LIFE ASSU...                                           | INV0029082     | 01/26/2024 | AFLAC                         | 7.03             |
| AMERICAN FAMILY LIFE ASSU...                                           | INV0029083     | 01/26/2024 | AFLAC BEFORE TAX              | 12.25            |
| <b>Vendor 066230 - AMERICAN FAMILY LIFE ASSURANCE COMPANY Total:</b>   |                |            |                               | <b>19.28</b>     |
| <b>Vendor: 007921 - BLUE CROSS BLUE SHIELD OF KS INC</b>               |                |            |                               |                  |
| BLUE CROSS BLUE SHIELD OF ...                                          | INV0029087     | 01/26/2024 | BLUE CROSS BLUE SHIELD        | 1.76             |
| BLUE CROSS BLUE SHIELD OF ...                                          | INV0029091     | 01/26/2024 | BLUE CROSS BLUE SHIELD        | 87.62            |
| BLUE CROSS BLUE SHIELD OF ...                                          | INV0029092     | 01/26/2024 | BLUE CROSS BLUE SHIELD        | 15.28            |
| BLUE CROSS BLUE SHIELD OF ...                                          | INV0029093     | 01/26/2024 | BLUE CROSS BLUE SHIELD        | 50.04            |
| BLUE CROSS BLUE SHIELD OF ...                                          | INV0029095     | 01/26/2024 | BLUE CROSS BLUE SHIELD        | 31.87            |
| BLUE CROSS BLUE SHIELD OF ...                                          | INV0029096     | 01/26/2024 | BLUE CROSS BLUE SHIELD        | 20.92            |
| BLUE CROSS BLUE SHIELD OF ...                                          | INV0029098     | 01/26/2024 | BLUE CROSS BLUE SHIELD        | 31.16            |
| BLUE CROSS BLUE SHIELD OF ...                                          | INV0029100     | 01/26/2024 | BLUE CROSS BLUE SHIELD        | 5.52             |
| BLUE CROSS BLUE SHIELD OF ...                                          | INV0029101     | 01/26/2024 | BLUE CROSS BLUE SHIELD        | 7.05             |
| <b>Vendor 007921 - BLUE CROSS BLUE SHIELD OF KS INC Total:</b>         |                |            |                               | <b>251.22</b>    |
| <b>Vendor: 044005 - CITY OF JC FLEX SPENDING ACCT 1074334</b>          |                |            |                               |                  |
| CITY OF JC FLEX SPENDING AC...                                         | INV0029108     | 01/26/2024 | FLEX SPENDING-1074334         | 22.63            |
| <b>Vendor 044005 - CITY OF JC FLEX SPENDING ACCT 1074334 Total:</b>    |                |            |                               | <b>22.63</b>     |
| <b>Vendor: 012130 - CITY OF JUNCTION CITY</b>                          |                |            |                               |                  |
| CITY OF JUNCTION CITY                                                  | INV0029124     | 01/26/2024 | TELEPHONE REIMBURSEMENT       | 6.62             |
| <b>Vendor 012130 - CITY OF JUNCTION CITY Total:</b>                    |                |            |                               | <b>6.62</b>      |
| <b>Vendor: 01944 - EMPOWER RETIREMENT LLC</b>                          |                |            |                               |                  |
| EMPOWER RETIREMENT LLC                                                 | INV0029118     | 01/26/2024 | GREAT WEST FINANCIAL          | 114.02           |
| <b>Vendor 01944 - EMPOWER RETIREMENT LLC Total:</b>                    |                |            |                               | <b>114.02</b>    |
| <b>Vendor: 001010 - INTERNAL REVENUE SERVICE</b>                       |                |            |                               |                  |
| INTERNAL REVENUE SERVICE                                               | INV0029130     | 01/26/2024 | SOCIAL SECURITY WITHHOLDI...  | 632.42           |
| INTERNAL REVENUE SERVICE                                               | INV0029131     | 01/26/2024 | FEDERAL WITHHOLDING           | 469.85           |
| INTERNAL REVENUE SERVICE                                               | INV0029132     | 01/26/2024 | MEDICARE WITHHOLDING          | 147.90           |
| <b>Vendor 001010 - INTERNAL REVENUE SERVICE Total:</b>                 |                |            |                               | <b>1,250.17</b>  |
| <b>Vendor: 042540 - KANSAS DEPT OF REVENUE</b>                         |                |            |                               |                  |
| KANSAS DEPT OF REVENUE                                                 | INV0029129     | 01/26/2024 | STATE WITHHOLDING             | 211.30           |
| <b>Vendor 042540 - KANSAS DEPT OF REVENUE Total:</b>                   |                |            |                               | <b>211.30</b>    |
| <b>Vendor: 043859 - KANSAS PUBLIC EMPLOYEES</b>                        |                |            |                               |                  |
| KANSAS PUBLIC EMPLOYEES                                                | INV0029115     | 01/26/2024 | KPERS #1                      | 112.36           |
| KANSAS PUBLIC EMPLOYEES                                                | INV0029116     | 01/26/2024 | KPERS #2                      | 102.32           |
| KANSAS PUBLIC EMPLOYEES                                                | INV0029117     | 01/26/2024 | KPERS #3                      | 535.79           |
| KANSAS PUBLIC EMPLOYEES                                                | INV0029119     | 01/26/2024 | KPERS INSURANCE               | 52.04            |
| <b>Vendor 043859 - KANSAS PUBLIC EMPLOYEES Total:</b>                  |                |            |                               | <b>802.51</b>    |
| <b>Vendor: 079629 - UNITED WAY OF JUNCTION CITY-GEARY COUNTY</b>       |                |            |                               |                  |
| UNITED WAY OF JUNCTION CI...                                           | INV0029126     | 01/26/2024 | UNITED WAY                    | 1.51             |
| <b>Vendor 079629 - UNITED WAY OF JUNCTION CITY-GEARY COUNTY Total:</b> |                |            |                               | <b>1.51</b>      |

## Appropriations 01/16/24-02/02/24

Post Dates: 1/16/2024 - 2/2/2024

| Vendor Name                                                    | Payable Number | Post Date  | Description (Item)                                                   | Amount           |
|----------------------------------------------------------------|----------------|------------|----------------------------------------------------------------------|------------------|
| <b>Vendor: 03938 - VSP INSURANCE CO.</b>                       |                |            |                                                                      |                  |
| VSP INSURANCE CO.                                              | INV0029127     | 01/26/2024 | VSP Vision Insurance Pre-Tax                                         | 10.24            |
|                                                                |                |            | <b>Vendor 03938 - VSP INSURANCE CO. Total:</b>                       | <b>10.24</b>     |
|                                                                |                |            |                                                                      | <b>2,720.24</b>  |
|                                                                |                |            | <b>Fund 018 - STORM WATER UTILITY FUND Total:</b>                    | <b>2,720.24</b>  |
| <b>Fund: 019 - ECONOMIC DEVELOPMENT FUND</b>                   |                |            |                                                                      |                  |
| <b>Vendor: 01223 - EMPRISE BANK</b>                            |                |            |                                                                      |                  |
| EMPRISE BANK                                                   | INV0029161     | 02/01/2024 | EMPRISE IRB PYMT 2 2024                                              | 26,510.74        |
| EMPRISE BANK                                                   | INV0029161     | 02/01/2024 | EMPRISE IRB PYMT 2 2024                                              | 7,518.00         |
|                                                                |                |            | <b>Vendor 01223 - EMPRISE BANK Total:</b>                            | <b>34,028.74</b> |
|                                                                |                |            |                                                                      | <b>34,028.74</b> |
|                                                                |                |            | <b>Fund 019 - ECONOMIC DEVELOPMENT FUND Total:</b>                   | <b>34,028.74</b> |
| <b>Fund: 022 - SPECIAL HIGHWAY FUND</b>                        |                |            |                                                                      |                  |
| <b>Vendor: 03776 - CONNECT PARENT CORPORATION</b>              |                |            |                                                                      |                  |
| CONNECT PARENT CORPORAT...                                     | 314237401      | 01/31/2024 | Engineering                                                          | 28.42            |
|                                                                |                |            | <b>Vendor 03776 - CONNECT PARENT CORPORATION Total:</b>              | <b>28.42</b>     |
|                                                                |                |            |                                                                      | <b>28.42</b>     |
|                                                                |                |            | <b>Fund 022 - SPECIAL HIGHWAY FUND Total:</b>                        | <b>28.42</b>     |
| <b>Fund: 023 - SANITATION FUND</b>                             |                |            |                                                                      |                  |
| <b>Vendor: 043380 - ADVANCE LIFE INSURANCE</b>                 |                |            |                                                                      |                  |
| ADVANCE LIFE INSURANCE                                         | INV0029080     | 01/26/2024 | CITY OF JC EMPLOYER PD LIFE                                          | 11.10            |
| ADVANCE LIFE INSURANCE                                         | INV0029081     | 01/26/2024 | ADVANCE LIFE INSURANCE BE...                                         | 118.28           |
|                                                                |                |            | <b>Vendor 043380 - ADVANCE LIFE INSURANCE Total:</b>                 | <b>129.38</b>    |
| <b>Vendor: 03161 - ADVANCE SHORT TERM DISABILITY</b>           |                |            |                                                                      |                  |
| ADVANCE SHORT TERM DISAB...                                    | INV0029125     | 01/26/2024 | CITY OF JC EMPLOYER PAID S...                                        | 30.83            |
|                                                                |                |            | <b>Vendor 03161 - ADVANCE SHORT TERM DISABILITY Total:</b>           | <b>30.83</b>     |
| <b>Vendor: 066230 - AMERICAN FAMILY LIFE ASSURANCE COMPANY</b> |                |            |                                                                      |                  |
| AMERICAN FAMILY LIFE ASSU...                                   | INV0029082     | 01/26/2024 | AFLAC                                                                | 7.32             |
| AMERICAN FAMILY LIFE ASSU...                                   | INV0029083     | 01/26/2024 | AFLAC BEFORE TAX                                                     | 58.61            |
|                                                                |                |            | <b>Vendor 066230 - AMERICAN FAMILY LIFE ASSURANCE COMPANY Total:</b> | <b>65.93</b>     |
| <b>Vendor: 007921 - BLUE CROSS BLUE SHIELD OF KS INC</b>       |                |            |                                                                      |                  |
| BLUE CROSS BLUE SHIELD OF ...                                  | INV0029087     | 01/26/2024 | BLUE CROSS BLUE SHIELD                                               | 5.21             |
| BLUE CROSS BLUE SHIELD OF ...                                  | INV0029091     | 01/26/2024 | BLUE CROSS BLUE SHIELD                                               | 547.65           |
| BLUE CROSS BLUE SHIELD OF ...                                  | INV0029092     | 01/26/2024 | BLUE CROSS BLUE SHIELD                                               | 93.55            |
| BLUE CROSS BLUE SHIELD OF ...                                  | INV0029093     | 01/26/2024 | BLUE CROSS BLUE SHIELD                                               | 365.69           |
| BLUE CROSS BLUE SHIELD OF ...                                  | INV0029094     | 01/26/2024 | BLUE CROSS BLUE SHIELD                                               | 302.83           |
| BLUE CROSS BLUE SHIELD OF ...                                  | INV0029095     | 01/26/2024 | BLUE CROSS BLUE SHIELD                                               | 53.11            |
| BLUE CROSS BLUE SHIELD OF ...                                  | INV0029096     | 01/26/2024 | BLUE CROSS BLUE SHIELD                                               | 62.75            |
| BLUE CROSS BLUE SHIELD OF ...                                  | INV0029098     | 01/26/2024 | BLUE CROSS BLUE SHIELD                                               | 31.13            |
| BLUE CROSS BLUE SHIELD OF ...                                  | INV0029100     | 01/26/2024 | BLUE CROSS BLUE SHIELD                                               | 5.52             |
| BLUE CROSS BLUE SHIELD OF ...                                  | INV0029101     | 01/26/2024 | BLUE CROSS BLUE SHIELD                                               | 72.50            |
|                                                                |                |            | <b>Vendor 007921 - BLUE CROSS BLUE SHIELD OF KS INC Total:</b>       | <b>1,539.94</b>  |
| <b>Vendor: 044005 - CITY OF JC FLEX SPENDING ACCT 1074334</b>  |                |            |                                                                      |                  |
| CITY OF JC FLEX SPENDING AC...                                 | INV0029108     | 01/26/2024 | FLEX SPENDING-1074334                                                | 41.30            |
|                                                                |                |            | <b>Vendor 044005 - CITY OF JC FLEX SPENDING ACCT 1074334 Total:</b>  | <b>41.30</b>     |
| <b>Vendor: 012130 - CITY OF JUNCTION CITY</b>                  |                |            |                                                                      |                  |
| CITY OF JUNCTION CITY                                          | INV0029109     | 01/26/2024 | CITY OF JUNCTION CITY (G-FEE)                                        | 5.00             |
| CITY OF JUNCTION CITY                                          | INV0029124     | 01/26/2024 | TELEPHONE REIMBURSEMENT                                              | 11.21            |
|                                                                |                |            | <b>Vendor 012130 - CITY OF JUNCTION CITY Total:</b>                  | <b>16.21</b>     |
| <b>Vendor: 01944 - EMPOWER RETIREMENT LLC</b>                  |                |            |                                                                      |                  |
| EMPOWER RETIREMENT LLC                                         | INV0029118     | 01/26/2024 | GREAT WEST FINANCIAL                                                 | 156.64           |
|                                                                |                |            | <b>Vendor 01944 - EMPOWER RETIREMENT LLC Total:</b>                  | <b>156.64</b>    |
| <b>Vendor: 043802 - EVERGY</b>                                 |                |            |                                                                      |                  |
| EVERGY                                                         | INV0029166     | 01/31/2024 | 2324 N JACKSON                                                       | 476.80           |
|                                                                |                |            | <b>Vendor 043802 - EVERGY Total:</b>                                 | <b>476.80</b>    |

## Appropriations 01/16/24-02/02/24

Post Dates: 1/16/2024 - 2/2/2024

| Vendor Name                                                            | Payable Number    | Post Date  | Description (Item)           | Amount            |
|------------------------------------------------------------------------|-------------------|------------|------------------------------|-------------------|
| <b>Vendor: 001010 - INTERNAL REVENUE SERVICE</b>                       |                   |            |                              |                   |
| INTERNAL REVENUE SERVICE                                               | INV0029130        | 01/26/2024 | SOCIAL SECURITY WITHHOLDI... | 2,040.60          |
| INTERNAL REVENUE SERVICE                                               | INV0029131        | 01/26/2024 | FEDERAL WITHHOLDING          | 1,413.34          |
| INTERNAL REVENUE SERVICE                                               | INV0029132        | 01/26/2024 | MEDICARE WITHHOLDING         | 477.04            |
| <b>Vendor 001010 - INTERNAL REVENUE SERVICE Total:</b>                 |                   |            |                              | <b>3,930.98</b>   |
| <b>Vendor: 00973 - KANSAS DEPARTMENT OF LABOR</b>                      |                   |            |                              |                   |
| KANSAS DEPARTMENT OF LA...                                             | INV0029128        | 01/26/2024 | QUARTERLY UNEMPLOYMENT ..    | 16.29             |
| <b>Vendor 00973 - KANSAS DEPARTMENT OF LABOR Total:</b>                |                   |            |                              | <b>16.29</b>      |
| <b>Vendor: 042540 - KANSAS DEPT OF REVENUE</b>                         |                   |            |                              |                   |
| KANSAS DEPT OF REVENUE                                                 | INV0029129        | 01/26/2024 | STATE WITHHOLDING            | 656.43            |
| <b>Vendor 042540 - KANSAS DEPT OF REVENUE Total:</b>                   |                   |            |                              | <b>656.43</b>     |
| <b>Vendor: 014435 - KANSAS PAYMENT CENTER</b>                          |                   |            |                              |                   |
| KANSAS PAYMENT CENTER                                                  | INV0029112        | 01/26/2024 | INCOME WITHHOLDING ORD...    | 95.00             |
| <b>Vendor 014435 - KANSAS PAYMENT CENTER Total:</b>                    |                   |            |                              | <b>95.00</b>      |
| <b>Vendor: 043859 - KANSAS PUBLIC EMPLOYEES</b>                        |                   |            |                              |                   |
| KANSAS PUBLIC EMPLOYEES                                                | INV0029115        | 01/26/2024 | KPERS #1                     | 112.27            |
| KANSAS PUBLIC EMPLOYEES                                                | INV0029116        | 01/26/2024 | KPERS #2                     | 1,393.22          |
| KANSAS PUBLIC EMPLOYEES                                                | INV0029117        | 01/26/2024 | KPERS #3                     | 951.04            |
| KANSAS PUBLIC EMPLOYEES                                                | INV0029119        | 01/26/2024 | KPERS INSURANCE              | 170.06            |
| <b>Vendor 043859 - KANSAS PUBLIC EMPLOYEES Total:</b>                  |                   |            |                              | <b>2,626.59</b>   |
| <b>Vendor: 079629 - UNITED WAY OF JUNCTION CITY-GEARY COUNTY</b>       |                   |            |                              |                   |
| UNITED WAY OF JUNCTION CL...                                           | INV0029126        | 01/26/2024 | UNITED WAY                   | 1.96              |
| <b>Vendor 079629 - UNITED WAY OF JUNCTION CITY-GEARY COUNTY Total:</b> |                   |            |                              | <b>1.96</b>       |
| <b>Vendor: 00970 - VERIZON WIRELESS</b>                                |                   |            |                              |                   |
| VERIZON WIRELESS                                                       | INV0029039        | 01/16/2024 | DOWNS-307-6183               | 24.30             |
| VERIZON WIRELESS                                                       | INV0029039        | 01/16/2024 | MERRIT-223-2022              | 24.30             |
| VERIZON WIRELESS                                                       | INV0029039        | 01/16/2024 | TODD BARRIGER-223-1759       | 24.30             |
| VERIZON WIRELESS                                                       | INV0029039        | 01/16/2024 | SANITATION 1-223-1758        | 24.30             |
| VERIZON WIRELESS                                                       | INV0029039        | 01/16/2024 | UTILITY 2-223-1337           | 24.30             |
| VERIZON WIRELESS                                                       | INV0029039        | 01/16/2024 | STREET 7-761-5310            | 24.30             |
| VERIZON WIRELESS                                                       | INV0029039        | 01/16/2024 | SAMSUNG TAB A3-492-2762      | 40.01             |
| <b>Vendor 00970 - VERIZON WIRELESS Total:</b>                          |                   |            |                              | <b>185.81</b>     |
| <b>Vendor: 03938 - VSP INSURANCE CO.</b>                               |                   |            |                              |                   |
| VSP INSURANCE CO.                                                      | INV0029127        | 01/26/2024 | VSP Vision Insurance Pre-Tax | 32.52             |
| <b>Vendor 03938 - VSP INSURANCE CO. Total:</b>                         |                   |            |                              | <b>32.52</b>      |
|                                                                        |                   |            |                              | <b>10,002.61</b>  |
| <b>Fund 023 - SANITATION FUND Total:</b>                               |                   |            |                              | <b>10,002.61</b>  |
| <b>Fund: 035 - EMPLOYEE BENEFITS FUND</b>                              |                   |            |                              |                   |
| <b>Vendor: 02156 - FREEDOM CLAIMS MGT. INC PREMIUM ACCT</b>            |                   |            |                              |                   |
| FREEDOM CLAIMS MGT. INC ...                                            | 911152-202401     | 01/31/2024 | CITY JAN 2024                | 4,706.95          |
| FREEDOM CLAIMS MGT. INC ...                                            | 911152-202401     | 01/31/2024 | RETIREEES JAN 2024           | 115.00            |
| FREEDOM CLAIMS MGT. INC ...                                            | 911152-202401     | 01/31/2024 | LIBRARY JAN 2024             | 276.00            |
| FREEDOM CLAIMS MGT. INC ...                                            | 911152-202402     | 01/31/2024 | LIBRARY Feb 2024             | 276.00            |
| FREEDOM CLAIMS MGT. INC ...                                            | 911152-202402     | 01/31/2024 | % OF SAVINGS Feb 2024        | 786.53            |
| FREEDOM CLAIMS MGT. INC ...                                            | 911152-202402     | 01/31/2024 | CITY Feb 2024                | 3,726.00          |
| FREEDOM CLAIMS MGT. INC ...                                            | 911152-202402     | 01/31/2024 | RETIREEES Feb 2024           | 115.00            |
| <b>Vendor 02156 - FREEDOM CLAIMS MGT. INC PREMIUM ACCT Total:</b>      |                   |            |                              | <b>10,001.48</b>  |
| <b>Vendor: 02155 - FREEDOM CLAIMS MGT.INC CLAIMS ACCOUNT</b>           |                   |            |                              |                   |
| FREEDOM CLAIMS MGT.INC C...                                            | 911152-01-12-2024 | 01/16/2024 | CLAIMS WEEK OF 01/12/2024    | 1,294.74          |
| FREEDOM CLAIMS MGT.INC C...                                            | 911152-01-19-2024 | 01/22/2024 | CLAIMS WEEK OF 01/19/2024    | 4,137.97          |
| FREEDOM CLAIMS MGT.INC C...                                            | 911152-01-26-2024 | 01/30/2024 | CLAIMS WEEK OF 01/26/2024    | 2,744.72          |
| <b>Vendor 02155 - FREEDOM CLAIMS MGT.INC CLAIMS ACCOUNT Total:</b>     |                   |            |                              | <b>8,177.43</b>   |
|                                                                        |                   |            |                              | <b>18,178.91</b>  |
| <b>Fund 035 - EMPLOYEE BENEFITS FUND Total:</b>                        |                   |            |                              | <b>18,178.91</b>  |
| <b>Grand Total:</b>                                                    |                   |            |                              | <b>634,659.42</b> |



## Report Summary

## Fund Summary

| Fund                            | Payment Amount    |
|---------------------------------|-------------------|
| 001 - GENERAL FUND              | 456,675.99        |
| 002 - GRANT FUND                | 1,018.43          |
| 014 - WATER UTILITY FUND        | 101,573.12        |
| 015 - WASTEWATER UTILITY FUND   | 12,565.96         |
| 018 - STORM WATER UTILITY FUND  | 2,720.24          |
| 019 - ECONOMIC DEVELOPMENT FUND | 34,028.74         |
| 022 - SPECIAL HIGHWAY FUND      | 28.42             |
| 023 - SANITATION FUND           | 10,002.61         |
| 035 - EMPLOYEE BENEFITS FUND    | 18,178.91         |
| <b>Grand Total:</b>             | <b>636,792.42</b> |

## Account Summary

| Account Number        | Account Name            | Payment Amount |
|-----------------------|-------------------------|----------------|
| 001-2-00000-0250      | F.I.T PAYABLE           | 31,128.29      |
| 001-2-00000-0251      | FICA PAYABLE            | 29,247.51      |
| 001-2-00000-0252      | SIT PAYABLE             | 16,635.59      |
| 001-2-00000-0254      | UNITED WAY PAYABLE      | 21.51          |
| 001-2-00000-0255      | KPERS PAYABLE           | 21,499.57      |
| 001-2-00000-0256      | KPFR PAYABLE            | 82,294.48      |
| 001-2-00000-0257      | EMP MEDICAL INS PAYA... | 44,533.67      |
| 001-2-00000-0259      | GARNISHMENTS PAYABLE    | 1,174.81       |
| 001-2-00000-0260      | JCPOA UNION DUES PAY... | 825.00         |
| 001-2-00000-0261      | AETNA DEFERRED COMP...  | 9,355.78       |
| 001-2-00000-0267      | DENTAL INSURANCE PAY    | 4,722.61       |
| 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         | 20.00          |
| 001-2-00000-0735      | TELEPHONE REIMBURS...   | 184.09         |
| 001-2-00000-1282      | AFLAC                   | 2,233.08       |
| 001-2-00000-1283      | GOLF COURSE FEES        | 287.92         |
| 001-2-00000-1287      | ADVANCE LIFE            | 1,595.46       |
| 001-2-00000-2377      | MED REIMB/DEP CARE      | 3,579.47       |
| 001-2-00000-2380      | P & F INS. ASSOCIATION  | 824.81         |
| 001-2-00101-0216      | DEPOSIT DICK EDWARDS... | 62,579.96      |
| 001-2-03000-9203      | COURT REFUNDS           | 2,290.00       |
| 001-5-00200-0000-0735 | TELEPHONE               | 14.21          |
| 001-5-00200-0000-0749 | OTHER SERVICES          | 0.00           |
| 001-5-00300-0000-0735 | TELEPHONE               | 320.07         |
| 001-5-00300-0000-0736 | ELECTRIC UTILITIES      | 2,071.06       |
| 001-5-00300-0000-0737 | GAS UTILITIES           | 1,552.69       |
| 001-5-00800-0000-0735 | TELEPHONE               | 41.47          |
| 001-5-01000-0000-0736 | ELECTRIC UTILITIES      | 4,530.50       |
| 001-5-01000-0000-0737 | GAS UTILITIES           | 1,207.74       |
| 001-5-01100-0000-0736 | ELECTRIC UTILITIES      | 73.08          |
| 001-5-01100-0000-0737 | GAS UTILITIES           | 44.59          |
| 001-5-01300-0000-0735 | TELEPHONE               | 41.47          |
| 001-5-01300-0000-0736 | ELECTRIC UTILITIES      | 895.03         |
| 001-5-01300-0000-0737 | GAS UTILITIES           | 1,236.28       |
| 001-5-01400-0000-0736 | ELECTRIC UTILITIES      | 860.96         |
| 001-5-01400-0000-0737 | GAS UTILITIES           | 791.39         |
| 001-5-01700-0000-0735 | TELEPHONE               | 152.03         |
| 001-5-01800-0000-0735 | TELEPHONE               | 641.61         |
| 001-5-01800-0000-0736 | ELECTRIC UTILITIES      | 1,035.53       |
| 001-5-01900-0000-0735 | TELEPHONE               | 122.95         |
| 001-5-01900-0000-0736 | ELECTRIC UTILITIES      | 332.60         |
| 001-5-01900-0000-0737 | GAS UTILITIES           | 430.33         |
| 001-5-02200-0000-0735 | TELEPHONE               | 254.71         |

# Account Summary

| Account Number        | Account Name              | Payment Amount |
|-----------------------|---------------------------|----------------|
| 001-5-02300-0000-0735 | TELEPHONE                 | 2,437.88       |
| 001-5-02300-0000-0736 | ELECTRIC UTILITIES        | 277.03         |
| 001-5-02300-0000-0737 | GAS UTILITIES             | 395.11         |
| 001-5-02300-0000-0835 | CAPITAL EQUIPMENT         | 100,000.00     |
| 001-5-02400-0000-0735 | TELEPHONE                 | 622.45         |
| 001-5-02400-0000-0736 | ELECTRIC UTILITIES        | 2,827.02       |
| 001-5-02400-0000-0737 | GAS UTILITIES             | 477.05         |
| 001-5-02500-0000-0735 | TELEPHONE                 | 635.30         |
| 001-5-02500-0000-0736 | ELECTRIC UTILITIES        | 965.82         |
| 001-5-02500-0000-0737 | GAS UTILITIES             | 228.02         |
| 001-5-02500-0000-0739 | SIREN ELECTRICITY         | 463.77         |
| 001-5-02500-0000-0762 | STREET LIGHTING           | 2,423.32       |
| 001-5-02500-0000-0769 | TRAFFIC LIGHT ELECTRIC... | 686.88         |
| 001-5-02900-0000-0735 | TELEPHONE                 | 41.47          |
| 001-5-03000-0000-0735 | TELEPHONE                 | 69.89          |
| 001-5-03000-0000-0736 | ELECTRIC UTILITIES        | 433.53         |
| 001-5-03000-0000-0737 | GAS UTILITIES             | 382.30         |
| 001-5-03000-0000-9203 | COURT REFUNDS             | 396.89         |
| 001-5-04000-0000-0735 | TELEPHONE                 | 28.42          |
| 001-5-04000-0000-0736 | ELECTRIC UTILITIES        | 4,799.22       |
| 001-5-04000-0000-0737 | GAS UTILITIES             | 222.26         |
| 001-5-04800-0000-0735 | TELEPHONE                 | 75.17          |
| 001-5-04800-0000-0736 | ELECTRIC UTILITIES        | 1,996.44       |
| 001-5-04800-0000-0737 | GAS UTILITIES             | 1,936.15       |
| 002-2-00000-0250      | F.I.T PAYABLE             | 61.50          |
| 002-2-00000-0251      | FICA PAYABLE              | 38.68          |
| 002-2-00000-0252      | SIT PAYABLE               | 45.99          |
| 002-2-00000-0256      | KPFR PAYABLE              | 462.57         |
| 002-2-00000-0257      | EMP MEDICAL INS PAYA...   | 362.76         |
| 002-2-00000-0260      | JCPOA UNION DUES PAY...   | 15.00          |
| 002-2-00000-0267      | DENTAL INSURANCE PAY      | 26.30          |
| 002-2-00000-1282      | AFLAC                     | 5.63           |
| 014-2-00000-0249      | LEASES PAYABLE- CURR...   | 20.69          |
| 014-2-00000-0250      | F.I.T PAYABLE             | 1,500.65       |
| 014-2-00000-0251      | FICA PAYABLE              | 3,154.78       |
| 014-2-00000-0252      | SIT PAYABLE               | 802.05         |
| 014-2-00000-0254      | UNITED FUND PAYABLE       | 3.01           |
| 014-2-00000-0255      | KPERS PAYABLE             | 3,247.75       |
| 014-2-00000-0257      | EMP MEDICAL INS PAYA...   | 1,765.00       |
| 014-2-00000-0259      | GARNISHMENTS PAYABLE      | 218.05         |
| 014-2-00000-0261      | AETNA DEFERRED COMP...    | 250.78         |
| 014-2-00000-0267      | DENTAL INSURANCE PAY      | 205.97         |
| 014-2-00000-0279      | GARNISHMENT FEE           | 7.51           |
| 014-2-00000-0735      | TELEPHONE REIMBURS...     | 21.88          |
| 014-2-00000-1282      | AFLAC                     | 96.18          |
| 014-2-00000-1287      | ADVANCE LIFE              | 93.91          |
| 014-2-00000-2377      | MED REIMB/DEP CARE        | 116.72         |
| 014-2-01000-0281      | WATER PROTECTION FEE      | 6,676.86       |
| 014-5-53200-0000-0735 | TELEPHONE                 | 217.23         |
| 014-5-53200-0000-0737 | GAS UTILITIES             | 829.26         |
| 014-5-53300-0000-0836 | CAPITAL IMPROVEMENTS      | 75,246.40      |
| 014-5-53400-0000-0735 | TELEPHONE                 | 193.54         |
| 014-5-53400-0000-0736 | ELECTRIC UTILITIES        | 553.81         |
| 014-5-53400-0000-0737 | GAS UTILITIES             | 91.53          |
| 014-5-53400-0000-0776 | SALES USE TAX             | 6,259.56       |
| 015-2-00000-0249      | LEASE PAYABLE-CURRENT     | 20.52          |
| 015-2-00000-0250      | F.I.T PAYABLE             | 1,481.41       |
| 015-2-00000-0251      | FICA PAYABLE              | 3,156.26       |

## Account Summary

| Account Number        | Account Name            | Payment Amount    |
|-----------------------|-------------------------|-------------------|
| 015-2-00000-0252      | SIT PAYABLE             | 799.15            |
| 015-2-00000-0254      | UNITED FUND PAYABLE     | 3.01              |
| 015-2-00000-0255      | KPERS PAYABLE           | 3,250.02          |
| 015-2-00000-0257      | EMP MEDICAL INS PAYA... | 1,795.50          |
| 015-2-00000-0259      | GARNISHMENTS PAYABLE    | 218.00            |
| 015-2-00000-0261      | AETNA DEFERRED COMP...  | 250.78            |
| 015-2-00000-0267      | DENTAL INSURANCE PAY    | 204.65            |
| 015-2-00000-0279      | GARNISHMENT FEE         | 7.49              |
| 015-2-00000-0735      | TELEPHONE REIMBURS...   | 23.20             |
| 015-2-00000-1282      | AFLAC                   | 102.25            |
| 015-2-00000-1287      | ADVANCE LIFE            | 94.80             |
| 015-2-00000-2377      | MED REIMB/DEP CARE      | 116.69            |
| 015-5-53200-0000-0736 | ELECTRIC UTILITIES      | 476.81            |
| 015-5-54000-0000-0735 | TELEPHONE               | 88.61             |
| 015-5-54000-0000-0736 | ELECTRIC UTILITIES      | 476.81            |
| 018-2-00000-0250      | F.I.T. PAYABLE          | 469.85            |
| 018-2-00000-0251      | FICA PAYABLE            | 780.32            |
| 018-2-00000-0252      | SIT PAYABLE             | 211.30            |
| 018-2-00000-0254      | UNITED FUND PAYALBE     | 1.51              |
| 018-2-00000-0255      | KPERS PAYABLE           | 802.51            |
| 018-2-00000-0257      | EMP MEDICAL INS PAYA... | 221.61            |
| 018-2-00000-0261      | DEFERRED COMP           | 114.02            |
| 018-2-00000-0267      | DENTAL INSURANCE PAY    | 29.61             |
| 018-2-00000-0735      | TELEPHONE REIMBURS...   | 6.62              |
| 018-2-00000-1282      | AFLAC                   | 29.52             |
| 018-2-00000-1287      | ADVANCE LIFE            | 30.74             |
| 018-2-00000-2377      | FLEX SPENDING           | 22.63             |
| 019-5-12000-0000-0905 | BONDS                   | 26,510.74         |
| 019-5-12000-0000-0910 | INTEREST EXPENSE        | 7,518.00          |
| 022-5-04300-0000-0735 | TELEPHONE, TELEGRAPH... | 28.42             |
| 023-2-00000-0249      | CURRENT LEASES PAYAB... | 16.29             |
| 023-2-00000-0250      | F.I.T PAYABLE           | 1,413.34          |
| 023-2-00000-0251      | FICA PAYABLE            | 2,517.64          |
| 023-2-00000-0252      | SIT PAYABLE             | 656.43            |
| 023-2-00000-0254      | UNITED FUND PAYABLE     | 1.96              |
| 023-2-00000-0255      | KPERS PAYABLE           | 2,626.59          |
| 023-2-00000-0257      | EMP MEDICAL INS PAYA... | 1,363.16          |
| 023-2-00000-0259      | GARNISHMENTS PAYABLE    | 95.00             |
| 023-2-00000-0261      | AETNA DEFERRED COMP...  | 156.64            |
| 023-2-00000-0267      | DENTAL INSURANCE PAY    | 176.78            |
| 023-2-00000-0279      | GARNISHMENT FEE         | 5.00              |
| 023-2-00000-0735      | TELEPHONE REIMBURS...   | 11.21             |
| 023-2-00000-1282      | AFLAC                   | 98.45             |
| 023-2-00000-1287      | ADVANCE LIFE            | 160.21            |
| 023-2-00000-2377      | MED REIMB/DEP CARE      | 41.30             |
| 023-5-64400-0000-0735 | TELEPHONE               | 185.81            |
| 023-5-64400-0000-0736 | ELECTRIC UTILITIES      | 476.80            |
| 035-5-14000-0000-0749 | OTHER SERVICES          | 18,178.91         |
| <b>Grand Total:</b>   |                         | <b>636,792.42</b> |

## Project Account Summary

| Project Account Key | Payment Amount    |
|---------------------|-------------------|
| **None**            | 636,792.42        |
| <b>Grand Total:</b> | <b>636,792.42</b> |



Junction City, KS

# Bank Transaction Report

## Transaction Detail

Issued Date Range: 01/16/2024 - 02/02/2024

Cleared Date Range: -

| Issued Date             | Cleared Date | Number                     | Description                            | Module           | Status      | Type       | Amount    |
|-------------------------|--------------|----------------------------|----------------------------------------|------------------|-------------|------------|-----------|
| <b>Accounts Payable</b> |              |                            |                                        |                  |             |            |           |
| <b>Outstanding</b>      |              |                            |                                        |                  |             |            |           |
| <b>Bank Draft</b>       |              |                            |                                        |                  |             |            |           |
| 01/26/2024              |              | <a href="#">DFT0013469</a> | ADVANCE LIFE INSURANCE                 | Accounts Payable | Outstanding | Bank Draft | -14.40    |
| 01/26/2024              |              | <a href="#">DFT0013470</a> | ADVANCE LIFE INSURANCE                 | Accounts Payable | Outstanding | Bank Draft | -5.41     |
| 01/26/2024              |              | <a href="#">DFT0013471</a> | AMERICAN FAMILY LIFE ASSURANCE COMPANY | Accounts Payable | Outstanding | Bank Draft | -1.56     |
| 01/26/2024              |              | <a href="#">DFT0013472</a> | AMERICAN FAMILY LIFE ASSURANCE COMPANY | Accounts Payable | Outstanding | Bank Draft | -122.43   |
| 01/26/2024              |              | <a href="#">DFT0013473</a> | BLUE CROSS BLUE SHIELD OF KS INC       | Accounts Payable | Outstanding | Bank Draft | -70.14    |
| 01/26/2024              |              | <a href="#">DFT0013474</a> | BLUE CROSS BLUE SHIELD OF KS INC       | Accounts Payable | Outstanding | Bank Draft | -438.10   |
| 01/26/2024              |              | <a href="#">DFT0013475</a> | BLUE CROSS BLUE SHIELD OF KS INC       | Accounts Payable | Outstanding | Bank Draft | -38.23    |
| 01/26/2024              |              | <a href="#">DFT0013476</a> | BLUE CROSS BLUE SHIELD OF KS INC       | Accounts Payable | Outstanding | Bank Draft | -767.22   |
| 01/26/2024              |              | <a href="#">DFT0013477</a> | BLUE CROSS BLUE SHIELD OF KS INC       | Accounts Payable | Outstanding | Bank Draft | -637.56   |
| 01/26/2024              |              | <a href="#">DFT0013478</a> | BLUE CROSS BLUE SHIELD OF KS INC       | Accounts Payable | Outstanding | Bank Draft | -209.16   |
| 01/26/2024              |              | <a href="#">DFT0013479</a> | BLUE CROSS BLUE SHIELD OF KS INC       | Accounts Payable | Outstanding | Bank Draft | -648.56   |
| 01/26/2024              |              | <a href="#">DFT0013480</a> | BLUE CROSS BLUE SHIELD OF KS INC       | Accounts Payable | Outstanding | Bank Draft | -55.32    |
| 01/26/2024              |              | <a href="#">DFT0013481</a> | BLUE CROSS BLUE SHIELD OF KS INC       | Accounts Payable | Outstanding | Bank Draft | -88.90    |
| 01/26/2024              |              | <a href="#">DFT0013482</a> | KANSAS PUBLIC EMPLOYEES                | Accounts Payable | Outstanding | Bank Draft | -632.22   |
| 01/26/2024              |              | <a href="#">DFT0013483</a> | KANSAS PUBLIC EMPLOYEES                | Accounts Payable | Outstanding | Bank Draft | -1,953.31 |
| 01/26/2024              |              | <a href="#">DFT0013484</a> | KANSAS PUBLIC EMPLOYEES                | Accounts Payable | Outstanding | Bank Draft | -179.19   |
| 01/26/2024              |              | <a href="#">DFT0013485</a> | ADVANCE SHORT TERM DISABILITY          | Accounts Payable | Outstanding | Bank Draft | -34.27    |
| 01/26/2024              |              | <a href="#">DFT0013486</a> | VSP INSURANCE CO.                      | Accounts Payable | Outstanding | Bank Draft | -72.52    |
| 01/26/2024              |              | <a href="#">DFT0013487</a> | KANSAS DEPARTMENT OF LABOR             | Accounts Payable | Outstanding | Bank Draft | -16.86    |
| 01/26/2024              |              | <a href="#">DFT0013488</a> | KANSAS DEPT OF REVENUE                 | Accounts Payable | Outstanding | Bank Draft | -713.38   |
| 01/26/2024              |              | <a href="#">DFT0013489</a> | INTERNAL REVENUE SERVICE               | Accounts Payable | Outstanding | Bank Draft | -2,089.56 |
| 01/26/2024              |              | <a href="#">DFT0013490</a> | INTERNAL REVENUE SERVICE               | Accounts Payable | Outstanding | Bank Draft | -1,215.59 |
| 01/26/2024              |              | <a href="#">DFT0013491</a> | INTERNAL REVENUE SERVICE               | Accounts Payable | Outstanding | Bank Draft | -488.68   |
| 01/26/2024              |              | <a href="#">DFT0013492</a> | ADVANCE LIFE INSURANCE                 | Accounts Payable | Outstanding | Bank Draft | -297.79   |
| 01/26/2024              |              | <a href="#">DFT0013493</a> | ADVANCE LIFE INSURANCE                 | Accounts Payable | Outstanding | Bank Draft | -830.91   |
| 01/26/2024              |              | <a href="#">DFT0013494</a> | AMERICAN FAMILY LIFE ASSURANCE COMPANY | Accounts Payable | Outstanding | Bank Draft | -298.55   |
| 01/26/2024              |              | <a href="#">DFT0013495</a> | AMERICAN FAMILY LIFE ASSURANCE COMPANY | Accounts Payable | Outstanding | Bank Draft | -1,316.57 |
| 01/26/2024              |              | <a href="#">DFT0013496</a> | BLUE CROSS BLUE SHIELD OF KS INC       | Accounts Payable | Outstanding | Bank Draft | -483.67   |
| 01/26/2024              |              | <a href="#">DFT0013497</a> | BLUE CROSS BLUE SHIELD OF KS INC       | Accounts Payable | Outstanding | Bank Draft | -2,395.74 |
| 01/26/2024              |              | <a href="#">DFT0013498</a> | BLUE CROSS BLUE SHIELD OF KS INC       | Accounts Payable | Outstanding | Bank Draft | -3,763.35 |
| 01/26/2024              |              | <a href="#">DFT0013499</a> | BLUE CROSS BLUE SHIELD OF KS INC       | Accounts Payable | Outstanding | Bank Draft | -631.26   |
| 01/26/2024              |              | <a href="#">DFT0013500</a> | BLUE CROSS BLUE SHIELD OF KS INC       | Accounts Payable | Outstanding | Bank Draft | -530.98   |
| 01/26/2024              |              | <a href="#">DFT0013501</a> | BLUE CROSS BLUE SHIELD OF KS INC       | Accounts Payable | Outstanding | Bank Draft | -1,324.82 |
| 01/26/2024              |              | <a href="#">DFT0013502</a> | BLUE CROSS BLUE SHIELD OF KS INC       | Accounts Payable | Outstanding | Bank Draft | -438.10   |

# Bank Transaction Report

Issued Date Range: -

| Issued Date            | Cleared Date | Number                     | Description                             | Module           | Status      | Type       | Amount      |
|------------------------|--------------|----------------------------|-----------------------------------------|------------------|-------------|------------|-------------|
| 01/26/2024             |              | <a href="#">DFT0013503</a> | BLUE CROSS BLUE SHIELD OF KS INC        | Accounts Payable | Outstanding | Bank Draft | -2,628.60   |
| 01/26/2024             |              | <a href="#">DFT0013504</a> | BLUE CROSS BLUE SHIELD OF KS INC        | Accounts Payable | Outstanding | Bank Draft | -726.37     |
| 01/26/2024             |              | <a href="#">DFT0013505</a> | BLUE CROSS BLUE SHIELD OF KS INC        | Accounts Payable | Outstanding | Bank Draft | -7,373.24   |
| 01/26/2024             |              | <a href="#">DFT0013506</a> | BLUE CROSS BLUE SHIELD OF KS INC        | Accounts Payable | Outstanding | Bank Draft | -2,689.74   |
| 01/26/2024             |              | <a href="#">DFT0013507</a> | BLUE CROSS BLUE SHIELD OF KS INC        | Accounts Payable | Outstanding | Bank Draft | -10,626.00  |
| 01/26/2024             |              | <a href="#">DFT0013508</a> | BLUE CROSS BLUE SHIELD OF KS INC        | Accounts Payable | Outstanding | Bank Draft | -3,974.04   |
| 01/26/2024             |              | <a href="#">DFT0013509</a> | BLUE CROSS BLUE SHIELD OF KS INC        | Accounts Payable | Outstanding | Bank Draft | -1,511.82   |
| 01/26/2024             |              | <a href="#">DFT0013510</a> | BLUE CROSS BLUE SHIELD OF KS INC        | Accounts Payable | Outstanding | Bank Draft | -3,115.40   |
| 01/26/2024             |              | <a href="#">DFT0013511</a> | BLUE CROSS BLUE SHIELD OF KS INC        | Accounts Payable | Outstanding | Bank Draft | -6,485.60   |
| 01/26/2024             |              | <a href="#">DFT0013512</a> | BLUE CROSS BLUE SHIELD OF KS INC        | Accounts Payable | Outstanding | Bank Draft | -2,102.16   |
| 01/26/2024             |              | <a href="#">DFT0013513</a> | BLUE CROSS BLUE SHIELD OF KS INC        | Accounts Payable | Outstanding | Bank Draft | -1,653.54   |
| 01/26/2024             |              | <a href="#">DFT0013514</a> | KANSAS PUBLIC EMPLOYEES                 | Accounts Payable | Outstanding | Bank Draft | -82,756.50  |
| 01/26/2024             |              | <a href="#">DFT0013515</a> | KANSAS PUBLIC EMPLOYEES                 | Accounts Payable | Outstanding | Bank Draft | -4,214.62   |
| 01/26/2024             |              | <a href="#">DFT0013516</a> | KANSAS PUBLIC EMPLOYEES                 | Accounts Payable | Outstanding | Bank Draft | -5,247.77   |
| 01/26/2024             |              | <a href="#">DFT0013517</a> | KANSAS PUBLIC EMPLOYEES                 | Accounts Payable | Outstanding | Bank Draft | -17,358.18  |
| 01/26/2024             |              | <a href="#">DFT0013519</a> | KANSAS PUBLIC EMPLOYEES                 | Accounts Payable | Outstanding | Bank Draft | -1,841.15   |
| 01/26/2024             |              | <a href="#">DFT0013521</a> | ADVANCE SHORT TERM DISABILITY           | Accounts Payable | Outstanding | Bank Draft | -804.06     |
| 01/26/2024             |              | <a href="#">DFT0013522</a> | VSP INSURANCE CO.                       | Accounts Payable | Outstanding | Bank Draft | -753.48     |
| 01/26/2024             |              | <a href="#">DFT0013523</a> | KANSAS DEPARTMENT OF LABOR              | Accounts Payable | Outstanding | Bank Draft | -443.49     |
| 01/26/2024             |              | <a href="#">DFT0013524</a> | KANSAS DEPT OF REVENUE                  | Accounts Payable | Outstanding | Bank Draft | -18,432.19  |
| 01/26/2024             |              | <a href="#">DFT0013525</a> | INTERNAL REVENUE SERVICE                | Accounts Payable | Outstanding | Bank Draft | -23,287.11  |
| 01/26/2024             |              | <a href="#">DFT0013526</a> | INTERNAL REVENUE SERVICE                | Accounts Payable | Outstanding | Bank Draft | -34,839.45  |
| 01/26/2024             |              | <a href="#">DFT0013527</a> | INTERNAL REVENUE SERVICE                | Accounts Payable | Outstanding | Bank Draft | -12,984.80  |
| 01/26/2024             |              | <a href="#">DFT0013528</a> | KANSAS PUBLIC EMPLOYEES                 | Accounts Payable | Outstanding | Bank Draft | -0.55       |
| 01/26/2024             |              | <a href="#">DFT0013529</a> | INTERNAL REVENUE SERVICE                | Accounts Payable | Outstanding | Bank Draft | -0.06       |
| 01/29/2024             |              | <a href="#">DFT0013530</a> | SECURITY BANK OF KANSAS CITY            | Accounts Payable | Outstanding | Bank Draft | -62,579.96  |
| 02/01/2024             |              | <a href="#">DFT0013531</a> | KANSAS DEPARTMENT OF LABOR              | Accounts Payable | Outstanding | Bank Draft | -0.29       |
| 02/01/2024             |              | <a href="#">DFT0013532</a> | KANSAS DEPT OF REVENUE                  | Accounts Payable | Outstanding | Bank Draft | -4.94       |
| 02/01/2024             |              | <a href="#">DFT0013533</a> | INTERNAL REVENUE SERVICE                | Accounts Payable | Outstanding | Bank Draft | -36.46      |
| 02/01/2024             |              | <a href="#">DFT0013534</a> | INTERNAL REVENUE SERVICE                | Accounts Payable | Outstanding | Bank Draft | -8.52       |
| 02/01/2024             |              | <a href="#">DFT0013536</a> | EMPRISE BANK                            | Accounts Payable | Outstanding | Bank Draft | -34,028.74  |
| Bank Draft Total: (65) |              |                            |                                         |                  |             |            | -365,313.14 |
| Check                  |              |                            |                                         |                  |             |            |             |
| 01/16/2024             |              | <a href="#">382538</a>     | CONCEPTS FOR BUSINESS, LLC              | Accounts Payable | Outstanding | Check      | -746.07     |
| 01/16/2024             |              | <a href="#">382540</a>     | DAIGLE LAW GROUP LLC                    | Accounts Payable | Outstanding | Check      | -695.00     |
| 01/16/2024             |              | <a href="#">382543</a>     | FIFTH ASSET, INC.                       | Accounts Payable | Outstanding | Check      | -11,200.00  |
| 01/16/2024             |              | <a href="#">382553</a>     | INNOVATIVE CONCESSIONS ENTERPRISES, LLC | Accounts Payable | Outstanding | Check      | -876.00     |
| 01/16/2024             |              | <a href="#">382559</a>     | KANSAS HIGHWAY PATROL                   | Accounts Payable | Outstanding | Check      | -55.00      |
| 01/16/2024             |              | <a href="#">382560</a>     | KANSAS ONE-CALL SYSTEMS, INC.           | Accounts Payable | Outstanding | Check      | -411.60     |
| 01/16/2024             |              | <a href="#">382561</a>     | KEY OFFICE PRODUCTS                     | Accounts Payable | Outstanding | Check      | -548.62     |
| 01/16/2024             |              | <a href="#">382568</a>     | OLD TROOPER REGIMENT                    | Accounts Payable | Outstanding | Check      | -450.00     |
| 01/16/2024             |              | <a href="#">382571</a>     | POWERDMS, INC.                          | Accounts Payable | Outstanding | Check      | -8,146.10   |

# Bank Transaction Report

Issued Date Range: -

| Issued Date                   | Cleared Date | Number                     | Description                              | Module           | Status      | Type  | Amount        |
|-------------------------------|--------------|----------------------------|------------------------------------------|------------------|-------------|-------|---------------|
| 01/16/2024                    |              | <a href="#">382586</a>     | VERIZON CONNECT FLEET USA LLC            | Accounts Payable | Outstanding | Check | -858.55       |
| 01/17/2024                    |              | <a href="#">382603</a>     | LENCO INDUSTRIES, INC.                   | Accounts Payable | Outstanding | Check | -299,730.00   |
| 01/19/2024                    |              | <a href="#">382612</a>     | CAMSO MANUFACTURING USA, LTD             | Accounts Payable | Outstanding | Check | -200,000.00   |
| 01/19/2024                    |              | <a href="#">382613</a>     | BRANDI GATES                             | Accounts Payable | Outstanding | Check | -555.00       |
| 01/22/2024                    |              | <a href="#">382631</a>     | EMILY WHITE                              | Accounts Payable | Outstanding | Check | -100.00       |
| 01/23/2024                    |              | <a href="#">382657</a>     | CITY OF JUNCTION CITY PUBLIC WORKS       | Accounts Payable | Outstanding | Check | -236.89       |
| 01/25/2024                    |              | <a href="#">382676</a>     | MILLER, LATRELL MARQUEZ                  | Accounts Payable | Outstanding | Check | -740.00       |
| 01/26/2024                    |              | <a href="#">382658</a>     | FAMILY SUPPORT PAYMENT CENTER            | Accounts Payable | Outstanding | Check | -110.31       |
| 01/26/2024                    |              | <a href="#">382659</a>     | FLEXIBLE SPENDING ACCOUNT #1074334       | Accounts Payable | Outstanding | Check | -266.67       |
| 01/26/2024                    |              | <a href="#">382660</a>     | H KENT HOLLINS                           | Accounts Payable | Outstanding | Check | -273.05       |
| 01/26/2024                    |              | <a href="#">382661</a>     | KANSAS PAYMENT CENTER                    | Accounts Payable | Outstanding | Check | -1,130.50     |
| 01/26/2024                    |              | <a href="#">382662</a>     | POLICE & FIREMEN'S INSURANCE ASSOCIATION | Accounts Payable | Outstanding | Check | -824.81       |
| 01/26/2024                    |              | <a href="#">382663</a>     | STATE OF ARKANSAS                        | Accounts Payable | Outstanding | Check | -192.00       |
| 01/26/2024                    |              | <a href="#">382664</a>     | UNITED WAY OF JUNCTION CITY-GEARY COUNTY | Accounts Payable | Outstanding | Check | -31.00        |
| 01/26/2024                    |              | <a href="#">382679</a>     | VERIZON WIRELESS                         | Accounts Payable | Outstanding | Check | -5,543.38     |
| 01/26/2024                    |              | <a href="#">382681</a>     | WATER PROTECTION FEE/CLEAN DRINKING FEE  | Accounts Payable | Outstanding | Check | -12,936.42    |
| 01/26/2024                    |              | <a href="#">382682</a>     | ECKART, KAYLEE NICOLE                    | Accounts Payable | Outstanding | Check | -200.00       |
| 01/29/2024                    |              | <a href="#">382714</a>     | LYNCH, CYNTHIA R                         | Accounts Payable | Outstanding | Check | -500.00       |
| 01/29/2024                    |              | <a href="#">382715</a>     | TUCKER, BRYCE ANDREW                     | Accounts Payable | Outstanding | Check | -200.00       |
| 01/30/2024                    |              | <a href="#">382718</a>     | ADEE, CHRISTOPHER LEE                    | Accounts Payable | Outstanding | Check | -25.00        |
| 01/30/2024                    |              | <a href="#">382719</a>     | JOSEPH, JEAN WILFRID LABONSKY            | Accounts Payable | Outstanding | Check | -225.00       |
| 01/31/2024                    |              | <a href="#">382720</a>     | CROSSLAND HEAVY CONTRACTORS, INC.        | Accounts Payable | Outstanding | Check | -75,246.40    |
| 01/31/2024                    |              | <a href="#">382721</a>     | CONNECT PARENT CORPORATION               | Accounts Payable | Outstanding | Check | -762.27       |
| 01/31/2024                    |              | <a href="#">382722</a>     | EVERGY                                   | Accounts Payable | Outstanding | Check | -21,066.33    |
| 01/31/2024                    |              | <a href="#">382723</a>     | KANSAS GAS SERVICE                       | Accounts Payable | Outstanding | Check | -5,662.23     |
| 02/01/2024                    |              | <a href="#">382724</a>     | FAVORS, DANIDRA L                        | Accounts Payable | Outstanding | Check | -400.00       |
| Check Total: (35)             |              |                            |                                          |                  |             |       | -650,944.20   |
| EFT                           |              |                            |                                          |                  |             |       |               |
| 02/01/2024                    |              | <a href="#">10002496</a>   | FREEDOM CLAIMS MGT. INC PREMIUM ACCT     | Accounts Payable | Outstanding | EFT   | -10,001.48    |
| 02/01/2024                    |              | <a href="#">10002497</a>   | FREEDOM CLAIMS MGT.INC CLAIMS ACCOUNT    | Accounts Payable | Outstanding | EFT   | -2,744.72     |
| EFT Total: (2)                |              |                            |                                          |                  |             |       | -12,746.20    |
| Outstanding Total: (102)      |              |                            |                                          |                  |             |       | -1,029,003.54 |
| Accounts Payable Total: (102) |              |                            |                                          |                  |             |       | -1,029,003.54 |
| Payroll                       |              |                            |                                          |                  |             |       |               |
| Outstanding                   |              |                            |                                          |                  |             |       |               |
| EFT                           |              |                            |                                          |                  |             |       |               |
| 02/01/2024                    |              | <a href="#">EFT0000278</a> | Payroll EFT                              | Payroll          | Outstanding | EFT   | -266.57       |
| EFT Total: (1)                |              |                            |                                          |                  |             |       | -266.57       |
| Outstanding Total: (1)        |              |                            |                                          |                  |             |       | -266.57       |
| Payroll Total: (1)            |              |                            |                                          |                  |             |       | -266.57       |



Summary

| Bank Account                               | Count | Amount        |
|--------------------------------------------|-------|---------------|
| <a href="#">1074318 POOLED CASH MASTER</a> | 103   | -1,029,270.11 |
| Report Total:                              | 103   | -1,029,270.11 |

| Cash Account                                            | Count | Amount        |
|---------------------------------------------------------|-------|---------------|
| <a href="#">999 999-1-00000-0101 POOLED CASH MASTER</a> | 103   | -1,029,270.11 |
| Report Total:                                           | 103   | -1,029,270.11 |

| Transaction Type | Count | Amount        |
|------------------|-------|---------------|
| Bank Draft       | 65    | -365,313.14   |
| Check            | 35    | -650,944.20   |
| EFT              | 3     | -13,012.77    |
| Report Total:    | 103   | -1,029,270.11 |





## City of Junction City – City Commission Agenda Memo

**From:** HR  
**To:** Mayor and Commissioners  
**Subject:** Payroll #1 & #2 2024

---

**Objective:** The consideration and approval of Payroll #1 & #2 for the month of January'24.

**Explanation of Issue:** The payroll for January 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 #1 & #2

**Recommendation:** City Staff recommends the City Commission approve the January 2024 Payrolls.

**Enclosures:**

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

## Employer Paid Wages & Benefits

|                     | Payroll # 1 2024                | Payroll # 2 2024 |
|---------------------|---------------------------------|------------------|
|                     | <b>Retirement Contributions</b> |                  |
| KPERS Tier 1        | \$ 2,441.47                     | \$ 2,462.18      |
| KPERS Tier 2        | \$ 3,355.09                     | \$ 3,435.08      |
| KPERS Tier 3        | \$ 10,771.30                    | \$ 11,281.75     |
| KPERS Retired       | \$ -                            | \$ -             |
| KP&F                | \$ 68,756.05                    | \$ 62,301.21     |
|                     |                                 |                  |
| Social Security     | \$ 12,081.08                    | \$ 11,643.76     |
| Medicare            | \$ 7,465.55                     | \$ 6,736.82      |
|                     |                                 |                  |
| BCBS Dental         | \$ 4,289.08                     | \$ 3,761.96      |
| Freedom Claims/BCBS | \$ 39,179.28                    | \$ 38,714.92     |
| Advance (BCBS)      | \$ 315.39                       | \$ 314.65        |
|                     |                                 |                  |
| Employee Salary     | \$ 373,001.79                   | \$ 337,215.26    |

## CITY COMMISSION MINUTES

January 16, 2024

7:00 p.m.

### CALL TO ORDER

The scheduled meeting of the Junction City Commission was held on Tuesday, January 16th, 2024 with Mayor Pat Landes presiding.

The following members of the Commission were present: Pat Landes, Ronna Larson, Jeff Underhill, Al Gordon and Richard Pinaire. Staff present was: City Manager Dinkel, City Clerk Melton, Finance Director Miller, and City Attorney Stites.

### PUBLIC COMMENT

Mary Snipes, 222 East 15th Street, Junction City, Kansas wanted to pass a message on for all to get involved and thanked the public works crew for their snow removal efforts.

### CONSENT AGENDA

\*Denotes Items Discussed

- a. Consideration of Appropriation Ordinance A-1 dated – December 19th, 2023 – December 29th, 2023, in the amount of \$1,926,606.28 and pre-approval for items listed below in the amount \$369,324.29.

BCI Capital Management Group \$47,207.39, CivicPlus, Inc \$16,598.93, CL Hoover Opera House \$42,500.00, Emilyn Smiley \$14.00, First Bank \$9,000.00, HDR Engineering Inc \$122,903.54, Joshua Douglass \$3,229.16, Raven Aero Service \$850.00, T&M Concrete Construction \$121,800.97, Tatiana Ferracioli-Silva \$240.00, VC3 Inc. \$4,380.30, & RE/Max Signature Properties \$600.00.

\*Commissioner Pinaire stated he would have to abstain from this item because he has questions that have not been answered.

Commissioner Underhill moved to approve Appropriation Ordinance A-1 dated – December 19th, 2023 – December 29th, 2023, in the amount of \$1,926,606.28 and pre-approval for items listed below in the amount \$369,324.29.

BCI Capital Management Group \$47,207.39, CivicPlus, Inc \$16,598.93, CL Hoover Opera House \$42,500.00, Emilyn Smiley \$14.00, First Bank \$9,000.00, HDR Engineering Inc \$122,903.54, Joshua Douglass

January 16, 2024

\$3,229.16, Raven Aero Service \$850.00, T&M Concrete Construction \$121,800.97, Tatiana Ferracioli-Silva \$240.00, VC3 Inc. \$4,380.30, & RE/Max Signature Properties \$600.00, seconded by Commissioner Larson. Ayes: Landes, Larson, Underhill, and Gordon. Nays: None. Abstain: Pinaire. Motion carried.

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

- b. Consideration of December 2023 ambulance contractual obligation adjustments for \$18,480.88 & bad debt adjustments for \$25,428.00.
- c. Consideration of the City Commission Minutes for the January 2nd, 2024 Meeting.
- d. Consideration of the request to appoint Police Chief Lamb & Fire Chief Lankas to the 911 Board as the City of Junction City representatives.
- e. Consideration of the request to consume alcohol in the Municipal Building Gym on the evening of March 1st, 2024, for the Geary County Crime Stoppers Law Enforcement Appreciation Banquet.
- f. Consideration of the request from Junction City First United Methodist Church to reserve Heritage Park for their 3rd Annual Easter Egg-Stravaganza on March 30th, 2024 & April 6th, 2024, in case of weather with a fee waiver.

## **NEW BUSINESS**

The Amendment to the Agreement for Engineering Services with HDR Engineering, Inc. was presented. City Manager Dinkel gave details and answered questions. Commissioner Underhill moved to approve the Amendment to the Agreement for Engineering Services with HDR Engineering, Inc., seconded by Commissioner Larson. Ayes: Landes, Larson, Underhill, Gordon, & Pinaire. Nays: None. Motion carried.

The Evaluation of Water & Wastewater Plants was presented. City Manager Dinkel gave details and answered questions.

There was a discussion on the Agreement between the City of Junction City & Geary County regarding Emergency Medical Services (EMS). City Manager Dinkel, Finance Director Miller, & Fire Chief Lankas gave details and answered questions. Commissioner Underhill moved that the county pay all bills from 2023 in full & pay \$165,000.00 per month for 2024 until a permanent contract is in place. If not agreed on by the County, then we will discontinue EMS service January 16, 2024

outside of the city limit on February 20<sup>th</sup> at 11:59pm, seconded by Commissioner Larson. Ayes: Landes, Larson, Underhill, & Gordon. Nays: None. Abstain: Pinaire. Motion carried.

There was a discussion on the structure located at 122 West 14th Street. Fire Chief Lankas gave details and answered questions.

The Award of Bid for the Storm Water Improvements on K-18 Near Spring Valley Road to J & K Contracting LC in the amount of \$227,148.00 was presented. Public Works Director Ibarra gave details and answered questions. Commissioner Underhill moved to approve the Award of Bid for the Storm Water Improvements on K-18 Near Spring Valley Road to J & K Contracting LC in the amount not to exceed \$227,148.00, seconded by Commissioner Pinaire. Ayes: Landes, Larson, Underhill, Gordon, & Pinaire. 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 8:11 p.m. Ayes: Landes, Larson, Underhill, Gordon & Pinaire. Nays: None. Motion carried.

APPROVED AND ACCEPTED THIS 6TH DAY OF FEBRUARY AS THE OFFICIAL COPY OF THE JUNCTION CITY COMMISSION MINUTES FOR JANUARY 16TH, 2024.

---

Tammy Melton, City Clerk

Pat Landes, Mayor

# City of Junction City

## City Commission

### Agenda Memo

January 31, 2024

**From:** Ray Ibarra, Public Works Director  
**To:** Allen Dinkel, City Manager and City Commission  
**Subject:** **Appointments of Members to the Airport Advisory Board**

---

**Objective:** Reappoint five members to the Airport Advisory Board

**Explanation of Issue:** The Airport Advisory Board is requesting the reappointment of the five board members due to their terms have expired or will expire to the Airport Advisory Board for a four-year term each.

**Four-Year Terms Expired on March 31, 2023**

Ken Mortensen

Tim Hansen

Rafael Flores

**Four-Year Term Expiring on March 31, 2024**

Doug Vogelsang

Jim Jacobs

**Budget Impact:** None

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

**Recommendation:** Approve reappoint of Ken Mortensen, Tim Hansen, and Rafael Flores each to a four-year term expiring on March 31, 2027, and Doug Vogelsang and Jim Jacobs each to a four-year term expiring on March 31, 2028.

**Suggested Motion:** Commissioner \_\_\_\_\_ moves to reappoint the five board members to the Airport Advisory Board for a four-year term each.

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

**Enclosures:**

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

6 February, 2024

**From:** Joshua Gray, Parks and Recreation Director  
**To:** Allen Dinkel, City Manager, and City Commission  
**Subject:** **2024 ANNUAL O & M ASSURANCE STATEMENT**

---

**Objective:** To obtain the Mayor's signature to stay in compliance with the Land & Water Conservation Fund.

**Explanation of Issue:** The City of Junction City received financial assistance for the construction and land acquisition from the LWCF for the following projects:

**Homers Pond**  
**North Park**  
**South Park**  
**Rolling Meadows Golf Course**

The O & M Assurance Statement simply states that the City will continue to maintain and operate these facilities in compliance with the agreement and are aware that any new improvements to these sites must be approved by the LWCF.

**Budget Impact:** No immediate impact. Non-compliance with LWCF could affect the City's ability to obtain future funding through the Land & Water Conservation Fund.

**Special Considerations:** None

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

1. Approve
2. Disapprove
3. Table the request.

**Recommendation:** City Staff recommends the approval of this item authorizing the Mayor to sign the 2024 Annual Operation and Maintenance Assurance Statement

**Enclosures:** 2024 Annual Operation and Maintenance Assurance Statement.

**KANSAS DEPARTMENT OF WILDLIFE AND PARKS**  
**512 SE 25<sup>th</sup> AVENUE**  
**PRATT, KS 67124**

**2024 ANNUAL OPERATION AND MAINTENANCE ASSURANCE STATEMENT**  
***Land & Water Conservation Fund (LWCF)***

Whereas, **City of Junction City** has received financial assistance from the Land & Water Conservation Fund for the following project(s):

| <u>NPS Project No.</u> | <u>Project Title</u>      |
|------------------------|---------------------------|
| 20-00136               | Westside Park             |
| 20-00202               | Rimrock Lake Development  |
| 20-00296               | Junction City Park Acq.   |
| 20-00397               | Junction City Golf Course |

The subgrantee does hereby assure that it:

1. will not convert any portion of a project area to other than public outdoor recreation use through sale, lease, easement, construction of non-outdoor recreation facilities or by any other means without prior approval and replacement of the converted property. (see Section 6(f)(3) of the LWCF act) A "project area" will generally include all or any outdoor recreation area which has received LWCF assistance;
2. will not install any overhead electric or telephone lines on project areas;
3. will maintain the project area and facilities in a safe, attractive, and inviting manner;
4. will maintain sanitary facilities in accordance with local/state health standards;
5. will make reasonable and prompt repairs on facilities funded with LWCF throughout their estimated lifetime to prevent undue or premature deterioration;
6. will keep facilities open for public use during reasonable hours of the day and times of the year;
7. will permanently display a LWCF sign (symbol) at all project areas;
8. will comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination Act of 1975;
9. will not change, by addition or deletion, any structural features of facilities without prior review and approval of the Kansas Department of Wildlife and Parks and the National Park Service.
10. will submit any new development plans for the project site to Kansas Department of Wildlife and Parks prior to development, and all required permitting from the State Historical Preservation Office and all environmental approvals must be sent to Kansas Department of Wildlife and Parks for their files.

City of Junction City  
Project Sponsor

**\*\* I certify that I have the authority to sign for this project sponsor \*\***

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

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

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

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



# City of Junction City

## City Commission

### Agenda Memo

02-06-2024

**From:** Allen J. Dinkel, City Manager  
**To:** Governing Body  
**Subject:** Request from Acacia Lodge 91 for Fee Waiver Request

---

**Explanation of Issue:** We have received a request from Jewell Merritt of the Acacia Lodge 91 to hold an Easter Egg Hunt on Saturday March 31 at North Park. Here are the details:

Would like to hold an easter egg hunt on March 31, 2024. He would like to reserve North Park from 6:00 am – 06:00 pm so they have enough time to set up and clean up afterwards. Acacia Lodge 91 is the organization name – Nonprofit organization that puts events on to give back to community. Their contact information is 502-457-1252, contact person Jewell Merritt.

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

**Staff Recommendation:** Who doesn't love an Easter Egg Hunt? This is a great use for the park and for the enjoyment of families in our community.

# City of Junction City

## City Commission

### Agenda Memo

02-06-2024

**From:** Allen J. Dinkel, City Manager

**To:** Governing Body

**Subject:** Run for the Wall Request

---

**Objective:** Consider approving a request from the Run for the Wall Committee for the event that will be held on Sunday evening, May 19, 2024. This year the riders arrive the evening of May 19, from 5:00 P.M. to 6 P.M. with the riders leaving the morning of May 20, 2024.

**Explanation of Issue:** The event will occur as it has in recent years.

**Budget Impact:** City costs are limited. In recent years the City has not charged for the use of the parks for this event.

**Staff Recommendation:** This event has become an important annual event for Junction City and is a tribute to all those who have served our country. It has been said the Junction City stop is a favorite of many riders. Therefore, I highly recommend approval and waiver of all fees.

# City of Junction City

## City Commission

### Agenda Memo

February 6, 2024

**From:** Jason Lankas, Fire Chief/ Codes Administrator  
**To:** Allen Dinkel, City Manager  
**Subject:** Freedom Fest JC Inc. - Cereal Malt Beverage License

**Objective:** To request approval for the Freedom Fest JC Inc Cereal Malt Beverage license for events in 2024.

**Explanation of Issue:** City staff has received application for a Special Event Cereal Malt Beverage application from Freedom Fest JC Inc. The application is to sell Cereal Malt Beverages at the following locations:

- Municipal Airport – May 2024
- Grant Ave – June 2024
- Heritage Park – July 2024

Special Event applications for the actual events will proceed the events, this is only for the Cereal Malt Beverage License.

**Budget Impact:** A General Cereal Malt Beverage license, which is to sell and consume on the premises, is \$200.00. There is a \$25.00 investigation fee, there is also a state stamp fee of \$25.00 which is reimbursed by each license holder.

**Alternatives:**

1. Approve, Disapprove, Modify, Table

**Recommendation:** Staff recommends a motion to approve the Freedom Fest JC Inc Cereal Malt Beverage license for events in 2024.

## **City of Junction City**

### **City Commission**

#### **Agenda Memo**

02-06-24

**From:** John Lamb, Chief of Police  
**To:** Allen Dinkel, City Manager  
**Subject: Special Presentation of JCPD Promotion**

---

**Objective:** The Junction City Police Department would like to recognize the following person for their promotion:

Officer Marissa Ziegler promoted to Sergeant (Patrol)

**Explanation of Issue:**

**Budget Impact:** None

**Special Considerations:** None

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

**Recommendation:** None

**Enclosures:** Narrative of events

# City of Junction City

## City Commission

### Agenda Memo

02-06-2024

**From:** John Lamb, Chief of Police  
**To:** Allen Dinkel, City Manager  
**Subject:** **Recognition of Employee and Supervisor of the Quarter  
(Fourth Quarter 2023)**

---

**Objective:** As a representative of the Junction City Award Committee, I have been tasked with recognizing this year's Employee and Supervisor of the Quarter for the Fourth Quarter of 2023.

**Explanation of Issue:** With numerous submissions, the award committee has selected Inga Klusa-Curit for Employee of the Quarter and Lindsay Miller for Supervisor of the Quarter

|                                |            |
|--------------------------------|------------|
| <b>Budget Impact:</b>          | <b>N/A</b> |
| <b>Special Considerations:</b> | <b>N/A</b> |
| <b>Alternatives:</b>           | <b>N/A</b> |
| <b>Recommendation:</b>         | <b>N/A</b> |
| <b>Enclosures:</b>             | <b>N/A</b> |
| <b>None:</b>                   | <b>N/A</b> |



**NATIONAL GUN VIOLENCE SURVIVORS' WEEK PROCLAMATION  
DECLARING THE WEEK OF FEBRUARY 11TH, 2024 TO FEBRUARY 17, 2024  
TO MARK NATIONAL GUN VIOLENCE SURVIVOR WEEK**

This proclamation declares the week of February 11th, 2024, to February 17th, 2024, to be National Gun Violence Survivor Week in the City of Junction City to honor and remember all victims and survivors of gun violence and uplift the resilient voices of survivors across the nation.

**WHEREAS**, every year, nearly 43,000 Americans are killed in acts of gun violence and nearly 76,000 more are shot and wounded;

**WHEREAS**, every year, on average, 456 Kansans are killed in acts of gun violence and nearly 655 more are shot and wounded;

**WHEREAS**, by early February, more Americans are killed with guns than are killed in our peer countries in an entire calendar year;

**WHEREAS**, a gun violence survivor is anyone who has personally experienced gun violence — whether you have witnessed an act of gun violence, been threatened or wounded with a gun, or had someone you know and cared for wounded or killed;

**WHEREAS**, forms of gun violence can include, but are not limited to: gun suicides, gun homicides, domestic violence involving a gun, shootings by law enforcement, and unintentional shootings;

**WHEREAS**, 59 percent of American adults, including 71 percent of Black and 60 percent of Latinx Americans, or someone they care for has experienced gun violence in their lifetime, demonstrating the reach and impact gun violence has in communities across America;

**WHEREAS**, firearms are the leading cause of death for children and teens;

**WHEREAS**, people in America in cities across the nation are working to end the senseless violence by advocating for commonsense gun safety legislation;

**WHEREAS**, by commemorating National Gun Violence Survivors Week on February 11th to February 17th, cities across America will raise awareness about gun violence and honor the lives stolen by gun violence; and

**WHEREAS**, we renew our commitment to reduce gun violence and pledge to do all we can to keep firearms out of the hands of those who are a danger to themselves or others and encourage responsible gun ownership to help keep our communities safe.

**NOW, THEREFORE BE IT RESOLVED**, that the City of Junction City declares February 11th to February 17th, 2024, to be National Gun Violence Survivors Week. We encourage all citizens to support their communities' efforts to prevent the tragic effects of gun violence and to honor and value human lives.

February 6th, 2024

---

Pat Landes, Mayor

# City of Junction City

## City Commission

### Agenda Memo

02-06-2024

**From:** Allen J. Dinkel, City Manager

**To:** Governing Body

**Subject: Amendment No. 4 to Service Authorization No. 30  
for Engineering Services for the Water Treatment Phase  
2 Improvements**

---

**Objective:** Amend Agreement for Engineering Services with HDR Inc. for Water Treatment Plant Improvements-Phase 2.

**Explanation of Issue:** On June 16, 2021, the City entered into an agreement with HDR Engineering Inc. (HDR) for Phase 2 improvements for our Water Treatment Plant. The initial project fee was \$1,397,505. Amendment No. 1 was approved for the amount of \$113,885.00. Amendment 2 was done to make changes due to the requirement of the KDHE loan. There was no fee for this amendment. A third Amendment was approved in August of 2023 for an additional fee of \$149,970.

On June 6 and 7, 2023 a representative of the U.S> Environmental Protection Agency (EPA) inspected our water facilities. For the most part the deficiencies were "housekeeping" issues that were easily addressed. Most were done shortly after the letter dated August 24, 2023, was received.

The issue of greatest concern has to do with our water source and wells. As we all know the City uses groundwater taken from wells near the plant but close to the Republican River. They however are trying to determine if these groundwaters are under the influence of surface water.

Immediately we discussed this inspection with Don Lindeman and staff from HDR. It was determined that a process called Microscopic Particulate Analysis (MPA)

was needed. Since we are already under contract with HDR for the Water Plant Phase II project this amendment is being proposed. `

Don Lindeman will be at the meeting to explain the issue and concerns and possible impacts. Bottomline is that this could be a big deal. This has never risen as an incident in the past. Many communities have water wells like we do here.

Veolia Water staff has been instrumental in taking care of many issues as well as preparing the responses we have given to the EPA.

**Budget Impact:** Adequate funding is available with the KDHE loan and Water Department Funds.

**Staff Recommendation:** This is a necessary testing and analysis due to the EPA inspection.

**Attachments:** Amendment, EPA Inspection Report, Response of September 20, 2023, Response of December 21, 2023. Page on MPA.



AMENDMENT No. 4 TO AGREEMENT 10308785  
FOR  
ENGINEERING SERVICES

WHEREAS:

HDR ENGINEERING, INC. ("HDR") entered into an Agreement on June 16, 2021, to perform engineering services for the City of Junction City ("CITY") for the WTP Phase 2 Construction Phase Services Project;

HDR desires to amend this Agreement in order for HDR to perform services beyond those previously contemplated:

HDR is willing to amend the agreement and perform the additional engineering services.

NOW, THEREFORE, HDR and CITY do hereby agree:

The Agreement and the terms and conditions therein shall remain unchanged other than those sections and exhibits listed below;

**Section III Time of Performance shall be amended as follows:**

Amendment # 4 – MPA Testing of Wells No. 11,13, 14, and 15, as identified by EPA in their letter dated August 24, 2023.

Add the following Task:

Task 13 - MPA Testing for Wells No. 11,13, 14, and 15

MPA testing, per EPA requirements, for the four (4) wells in the Junction City Wellfield that have the potential for having groundwater under the influence of surface water. To confirm or negate whether this is occurring, HDR will perform two (2) rounds of Microscopic Particle Analysis (MPA) testing on each of the identified four wells. The first round of sampling will be conducted during a drought (low surface water condition), and a second round of testing when there has been 2 inches of accumulated rainfall during a one-week time frame.

Samples will be collected by HDR in accordance with MPA requirements and then the samples will be sent to Scientific Methods laboratory for MPA analysis.

HDR will coordinate with the plant operators and take the samples and send the samples to the testing laboratory. Payment will be due after they send us their analysis report. An estimated cost Including shipping for the samples is about \$500/sample. The testing will include costs for HDR personnel to be on site for the testing, travel and expenses.

**Section IV Compensation shall be amended as follows:**

[illegible]

Amendment No. 4 Fee:

|                            |                  |
|----------------------------|------------------|
| Original Project Fee       | \$1,397,505      |
| Amendment No. 1 Fee        | \$ 113,885       |
| Amendment No. 2 Fee        | \$ 0.00          |
| Amendment No. 3 Fee        | \$ 149,970       |
| <b>Amendment No. 4 Fee</b> | <b>\$ 24,320</b> |
| Total Project Fee          | \$1,685,680      |

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the day and year written below:

HDR ENGINEERING, INC. ("HDR")

CITY OF JUNCTION CITY ("CITY")

By: Cory Imhoff, P.E.

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

Title: Senior Vice President

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

Date: Jan 26, 2024

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



**UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
REGION 7**

11201 Renner Boulevard  
Lenexa, Kansas 66219

Sent via Electronic Mail  
Receipt Confirmation Requested

August 24, 2023

Ray Ibarra, Director of Public Works  
City of Junction City Public Water Supply  
2101 N Jackson Street  
Junction City, KS 66441

Re: City of Junction City Public Water Supply Compliance Inspection  
KS2006108

Dear Ray Ibarra:

On June 6-7, 2023, a representative of the U.S. Environmental Protection Agency inspected your facility. The inspection was conducted under the authority of Section 1445 of the Safe Drinking Water Act. A copy of the inspection report is enclosed for your information.

Significant Deficiencies were identified as a result of the inspection and are listed in the Summary and Conclusion section of the report. The system must submit a written response to the EPA within thirty (30) days of the date of this letter documenting the corrective actions that have been completed to address the significant deficiencies outlined in the report or describe a plan of action for correcting the identified significant deficiencies. The plan of action must be approved by EPA. Within 120 days of the date of the letter, the system must have addressed all of the significant deficiencies identified. If you believe that the system will need additional time to address the significant deficiencies, you may propose an alternate corrective action schedule subject to EPA approval.

**Please submit the written response to Angela Acord at [acord.angela@epa.gov](mailto:acord.angela@epa.gov) or by mail to U.S. EPA Region 7, ECAD/WB, 11201 Renner Blvd, Lenexa, KS 66219. If you have additional questions regarding the significant deficiencies identified or this report, please feel free to contact Angela Acord at 913-551-7914.**

The EPA is presently reviewing the findings of the report to determine your facility's compliance with the applicable statutes, permits, or regulations. If it is determined that violations exist, you will be notified. The EPA reserves all rights it may have to take appropriate enforcement action.

Sincerely,

*Nicole Moran*



Printed on Recycled Paper

Nicole Moran, Chief  
Drinking Water and Inspections Section  
Enforcement and Compliance Assurance Division

Enclosure

Cc: Dustin Lingenfelter, [dustin.lingenfelter@veolia.com](mailto:dustin.lingenfelter@veolia.com)  
Cathy Tucker-Vogel, [Cathy.Tucker-Vogel@ks.gov](mailto:Cathy.Tucker-Vogel@ks.gov)  
Amelia Neis, [Amelia.Neis@ks.gov](mailto:Amelia.Neis@ks.gov)  
Angela Acord, [Acord.Angela@epa.gov](mailto:Acord.Angela@epa.gov)

# **REPORT OF PUBLIC WATER SYSTEM COMPLIANCE INSPECTION**

AT  
City of Junction City Public Water Supply  
2101 N Jackson Street  
Junction City, KS 66441

Public Water Supply ID #: KS2006108

June 6-7, 2023

BY  
U.S. ENVIRONMENTAL PROTECTION AGENCY  
Region 7  
Enforcement and Compliance Assurance Division (ECAD)

## **INTRODUCTION**

I conducted a Public Water Supply (PWS) Compliance Evaluation Inspection (CEI) at Junction City Public Water Supply (PWS) on June 6-7, 2023. The inspection was conducted under the authority of Section 1445 of the Safe Drinking Water Act (SDWA) and in accordance with the EPA Region 7 Standard Operating Procedures. This narrative report and attachments present the results of the inspection.

## **PARTICIPANTS**

Junction City Public Water Supply

Ray Ibarra, Director of Public Works (city of Junction City), 785-223-1232,  
ray.ibarra@jcks.com

Veolia North America

Dustin Lingenfelter, Project Manager (Veolia), 785-492-1308,  
dustin.lingenfelter@veolia.com

Anthony Harper, Project Manager/Technical Director (Veolia), 812-217-8524,  
anthony.harper@veolia.com

U.S. Environmental Protection Agency (EPA) Region 7

Brian D'Alfonso, Biologist (Lead Inspector), 913-551-5095, dalfonso.brian@epa.gov  
Adam Hendrickson, Physical Scientist, 913-551-7253, hendrickson.adam@epa.gov

## **FACILITY DESCRIPTION AND HISTORY**

Junction City PWS operates a ground water treatment plant that sources raw water from ten active wells. The public water system provides drinking water to the residents and businesses of Junction City, KS. The PWS is classified as a community water system (CWS) that serves a

population of 19,167 people daily, through 10,275 service connections, according to the Kansas Drinking Water Watch database. The system also provides drinking water to two consecutive systems, with a combined population of 1879 people, according to Drinking Water Watch.

According to facility personnel, the PWS is designed to produce a maximum of 8.0 million gallons per day (mgd), with an average daily use of approximately 3.5 mgd according to the last sanitary survey report from the Kansas Department of Health and Environment (KDHE). Actual daily demands for the system generally run between 3.0 mgd and 6.5 mgd.

The Junction City PWS is a lime softening groundwater treatment system that utilizes ten groundwater wells as the source of raw water. Raw water is pumped from one or more of the groundwater wells to an aerator. After aeration, water flows to a primary clarifier (photo 1) where lime is added. From the primary clarifier, water flows to a secondary clarifier and then to rapid sand filters (photo 2). Carbon dioxide and flouride are added after the secondary clarifier and chlorine is added after the filters for disinfection. Sludge from the clarifiers goes to the sludge lagoons for later disposal.

The system had two active ground storage tanks (GST), one GST being constructed and two elevated water towers (photos 2-3 & 19-38). One GST is at the WTP and has a capacity of one-million gallons. The other two GSTs are at the same location as the Spruce Street tower. The north GST was being constructed at the time of inspection and is going to have a capacity of 650,000 gallons, replacing an old 600,000-gallon GST. The south GST has a capacity of 750,000 gallons and is going to be replaced by a 650,000-gallon GST as soon as the north GST is put into service. Facility personnel estimated the north GST would be put into service within approximately 1-2 months after the inspection. The system's two elevated water towers (photos 29-31) are the Ash Street and Spruce Street towers, with storage capacities of one million gallons and 500,000 gallons, respectively.

The facility was last inspected by KDHE on June 22, 2022 (attachment 2) when a sanitary survey (SNSV) was conducted. The SNSV report findings included deficiencies and no recommendations. The SNSV report listed four reminders.

At the time of inspection, facility personnel stated the system employs one class IV operator and one class II operator. The system also employs three newer operators that were working on obtaining their class I certificates. Facility personnel stated that the system does not employ any certified operators on the distribution side of the system. The system is operated by the City of Junction City and a contracted operator, Veolia North America. Facility personnel explained that operation of the WTP and sampling are managed by Veolia while everything else, including the wells and the distribution system are operated by the City.

## **NOTICE OF INSPECTION**

### **State Notice**

On May 17, 2023, Amelia Neis and Cathy Tucker-Vogel, of KDHE Public Water Supply Section were notified, in writing by email, of the EPA's intention to inspect the City of Junction City's PWS. This notification was conducted pursuant to Section 1445(b)(2) of SDWA, 42 U.S.C. § 300j-4(b)(2).

### **Public Water System Notice**

On June 2, 2023, Ray Mann with Veolia was contacted by telephone and notified of EPA's intention to conduct the inspection. This notification was conducted pursuant to Section 1445(b)(1) of SDWA, 42 U.S.C. § 300j-4(b)(1).

## **INSPECTION PROCEDURES**

Facility personnel were notified prior to the inspection so appropriate staff would be on-site and able to answer operational questions. I arrived at the facility at approximately 1100 hours on June 6, 2023, and conducted the opening conference. I introduced myself along with Mr. Hendrickson. I presented my EPA credentials and explained the purpose of the inspection to facility personnel.

I explained the purpose of the inspection was to conduct a disinfection by-products rule focused compliance inspection. I stated we would focus the inspection on the system's wells, treatment plant, finished water storage structures, distribution system, management and operation.

## **FINDINGS AND OBSERVATIONS**

During the inspection 32 photographs were taken. The photographs are included with this report as attachment 1. The following findings were noted during the inspection and were discussed with facility personnel at the exit meeting prior to the conclusion of the inspection. The narrative inspection report provides a summary of the observations and findings identified as a result of the compliance inspection.

### **Groundwater Wells**

During the inspection, we visited and observed most of the system's wells. Wells 11, 12 and 15 all had unscreened air relief valves (photos 11, 12 & 15). Well 17 was observed to have an unscreened well vent (photo 7). Both of these items are required by KDHE to be covered by 16 mesh screens in chapter IV(D)(4) of the KDHE Minimum Design Standards (MDS, attachment 3). These are noted in the summary of this report as a significant deficiency (NOPF #2).

While inspecting the systems wells, I observed that wells 12, 14 and 20 were located in a row crop field with as little as 20 feet of buffer between the well and the crops (photos 11 & 14). Chapter IV(D)(2) requires there be an absence of pollution sources within 100 feet of all source water wells. This is noted as a significant deficiency in the summary of this report (NOPF #3).

While inspecting the systems wells and reviewing well data records, I found that multiple wells are in close proximity of the Republican River (photos 13-14). These wells were also determined to be very shallow, with static water levels of around 15-30 feet (attachment 4). I asked system personnel if the wells had been properly assessed to determine if they were groundwater under the direct influence of surface water (GWUDI) wells. System personnel stated that they had no record of the wells being assessed and were not sure if KDHE had record. After my inspection, I contacted KDHE to determine if the wells had been properly assessed. I received a response that stated KDHE did not have a record of the wells being assessed, and only had a water source evaluation from 1992 (attachment 5). Chapter IV(D)(2) of the KDHE MDS describe the requirements for determining if source water wells should be treated as groundwater under the direct influence of surface water. This is noted as a significant deficiency in the summary of this report.

During my inspection, facility personnel stated that the system was not 4-log certified for disinfection of groundwater. We discussed the benefits of the system being 4-log certified and it was recommended that the system investigate and discuss with KDHE the possibility of being certified for 4-log disinfection. 4-log certification could help the system avoid time consuming and expensive source water monitoring if a routine total coliform compliance sample tests positive for total coliform. This would include routine total coliform samples taken in consecutive systems that purchase water from the Junction City PWS. System personnel stated they would look into this issue and determine if it would benefit their system.

### **Finished Water Storage**

As described above, the system had four active finished water storage structures at the time of inspection. During the inspection, we visited and observed all of the system's active finished water storage structures and the storage structure that was under construction. All of the system's active finished water storage structures were generally in good condition. Facility personnel submitted tank inspection reports for the two Spruce Street GSTs, the Spruce Street tower and the Ash Street tower, all being inspected in August 2022. System personnel stated that the GST at the WTP was re-coated as part of the system's stage one construction project, approximately 2 years prior to my inspection. The system did not have record and did not know the last time the clearwell at the WTP was inspected.

While inspecting the south GST on Spruce Street, I observed multiple holes in the top of the tank where contamination could enter (photos 19, 23 & 25-27). I also found that both access hatches on the GST were unlocked and accessible (photos 23-24) and the GST vent was not properly sealed or screened (photos 19-21). KDHE MDS VI(A)(8) requires that the vent be screened with 24 mesh screen. These items are listed as significant deficiencies in the summary of this report (NOPF #s 6, 7 & 8).

While inspecting the Ash and Spruce Street towers, I observed that both towers' overflow pipes were not properly screened (photos 18, 29 & 31). Also, the Spruce Street tower, was at ground level discharging to a stormwater pipe without an adequate air gap. KDHE MDS VI(A)(7)



requires that overflow pipes discharge one to two feet above ground level and be screened with non-corrodible screen with openings no larger than 0.25". These items are listed as significant deficiencies in the summary of this report (NOPF #s 4 & 5).

### **Distribution**

While discussing the system's distribution system, we discussed the system's DBP sampling plan (attachment 6) and their DBP maximum contaminant level (MCL) exceedances and operational evaluation level (OEL) exceedances (attachment 7). At the time of inspection, the system had not exceeded the MCL for two quarters, but they had exceeded the OEL at the Industrial Street sampling site. The two sample sites that have the highest levels, Industrial and Lacey Streets, and the one sample site that has exceeded the MCL are the furthest away from the plant. During our discussion, the system stated that they do not conduct any free chlorine burnouts and do minimal flushing throughout the system.

While discussing the DBP sampling plan, system personnel also explained that there is a pressure discrepancy between the two towers and the two GSTs at Spruce Street. The system believes that this leads to older water age in the GSTs, possibly exacerbating the system's DBP levels. They explained that once the second GST is replaced, they plan on dividing the system into two distribution systems that can be run at different pressures, separating the GSTs from the towers in the distribution system.

During our discussion of the distribution system and the system's DBP issues, system personnel stated that the water plant disinfects with free chlorine and does not chloramine. We then discussed the effect free chlorine has on DBP production. While discussing chlorine, I asked the system personnel if they test their chlorine residual daily as required by KDHE. They stated that they do. I asked if the sample locations are moved around regularly and they stated they are, except on the weekends, when they are taken at the WTP's point of entry (POE). I explained to the system personnel that the residual must be determined in the distribution system each day water is served to the public, and not at the WTP. We discussed sample site selection for chlorine residuals and facility personnel stated they understood. This is noted as a violation in the summary of this report (NOPF #1).

While inspecting the distribution system, we observed the system's booster station pump at the Spruce Street tower. The packing on the booster pump that was running at the time of inspection was leaking severely (photos 16-17) to the point water was running out the door of the booster station. I explained to Mr. Lingenfelter that the system is required to maintain the system's mechanical devices. This is noted as a significant deficiency in the summary of this report (NOPF #9).

### **Americas Water Infrastructure Act (AWIA)**

I requested to review the system's Risk and Resilience Assessment (RRA) and Emergency Response Plan (ERP) associated with the City's compliance with the AWIA requirements of the SDWA. The system was able to produce both documents. While reviewing the ERP, I found that it was missing required portions, including malevolent acts, consecutive systems and local emergency response agency actions. I also found that the ERP was not up to date. The ERP did not include new personnel that had started since the plan was developed, and it did not include

new system infrastructure that had been added since the plan was developed. These are included as violations in the summary of this report (NOPF #s 10 & 11).

## **SUMMARY AND CONCLUSION**

The following significant deficiencies and findings were discussed with system personnel after the inspection. During the exit briefing I went over the system's rights to claim confidential business information. The facility did not make any claims of confidentiality (attachment 8). A NOPF was provided to City of Junction City PWS on June 7, 2023 (attachment 9). The system responded to the NOPF through multiple file submissions. These responses can be found on ECAD's electronic file management system.

**After further evaluation, the EPA has determined that the following issues are significant deficiencies that must be addressed by the City of Junction City in order to protect the system:**

### **Significant Deficiency**

- 1) Ensure well vents and air release valves are properly screened - (NOPF #2).
- 2) Row crops are being planted in close vicinity to source water wells – (NOPF #3)
- 3) Failure to screen overflow pipes on water towers – (NOPF #4)
- 4) Spruce Street water tower overflow is less than 12" from the ground and has an insufficient air gap – (NOPF #5)
- 5) Holes in top of south GST – (NOPF #6)
- 6) South GST hatches were not locked – (NOPF #7)
- 7) South GST vent not sealed or properly screened – (NOPF #8)
- 8) Excessive packing leakage on booster station pump – (NOPF #9)
- 9) Failure to assess the system's groundwater wells for GWUDI

### **Violations**

The following violations are items that the system must address in order to maintain compliance with the SDWA and applicable state regulations.

- 1) Ensure the system tests for chlorine residual in distribution system each day water is served to customers, as required by KAR 28-15-19(a)(2) – (NOPF #1)
- 2) Failure to have a complete and up to date ERP, as required by section 1433 of the SDWA- (NOPF #s 10 & 11)

**BRIAN  
D'ALFONSO**  
Digitally signed by BRIAN  
D'ALFONSO  
Date: 2023.08.22  
09:43:53 -05'00'  
Brian D'Alfonso  
Biologist, WB/DWIS

**NICOLE  
MORAN**  
Digitally signed by  
NICOLE MORAN  
Date: 2023.08.23  
11:05:18 -05'00'  
Nicole Moran  
Section Chief, WB/DWIS

**Attachments:**

1. Digital Photographs (35 pages)
2. June 22, 2022 KDHE Sanitary Survey Report (27 pages)
3. KDHE Minimum Design Standards (324 pages)
4. Junction City PWS well field evaluation (6 pages)
5. July 18, 2023 KDHE GWUDI email and attachment (12 pages)
6. Junction City DBP Sampling Plan (5 pages)
7. DBP Sample results (1 pages)
8. Confidential Business Information Notice (4 pages)
9. June 7, 2023 NOPF (2 pages)



United States Environmental Protection Agency – Region 7

Digital Image Log

|                                                                   |                 |                                                      |                      |                       |
|-------------------------------------------------------------------|-----------------|------------------------------------------------------|----------------------|-----------------------|
| <b>1. Facility Name: Junction City Public Water Supply</b>        |                 | <b>3. Inspector Name: Brian D’Alfonso</b>            |                      |                       |
| <b>2. Public Water Supply ID #: KS2006108</b>                     |                 | <b>5. Date of Inspection: June 6-7, 2023</b>         |                      |                       |
| <b>4. Photographer (if Different):</b>                            |                 | <b>7. City: Junction City</b>                        |                      |                       |
| <b>6. Street Address of Digital Images: 2101 N Jackson Street</b> |                 | <b>8. State: KS</b>                                  | <b>9. Zip: 66441</b> |                       |
| <b>10. Image Numbers: DSCN4311- DSCN4342</b>                      |                 | <b>11. File Name: IR_PhotoLog_FY23_KS_JctCityPWS</b> |                      |                       |
| <b>Weather:</b>                                                   |                 |                                                      |                      |                       |
| <b>Temperature</b>                                                | <b>Humidity</b> | <b>Wind Direction</b>                                | <b>Wind Speed</b>    | <b>Sky Condition</b>  |
| NA                                                                | NA              | NA                                                   | NA                   | Sunny, minimal clouds |

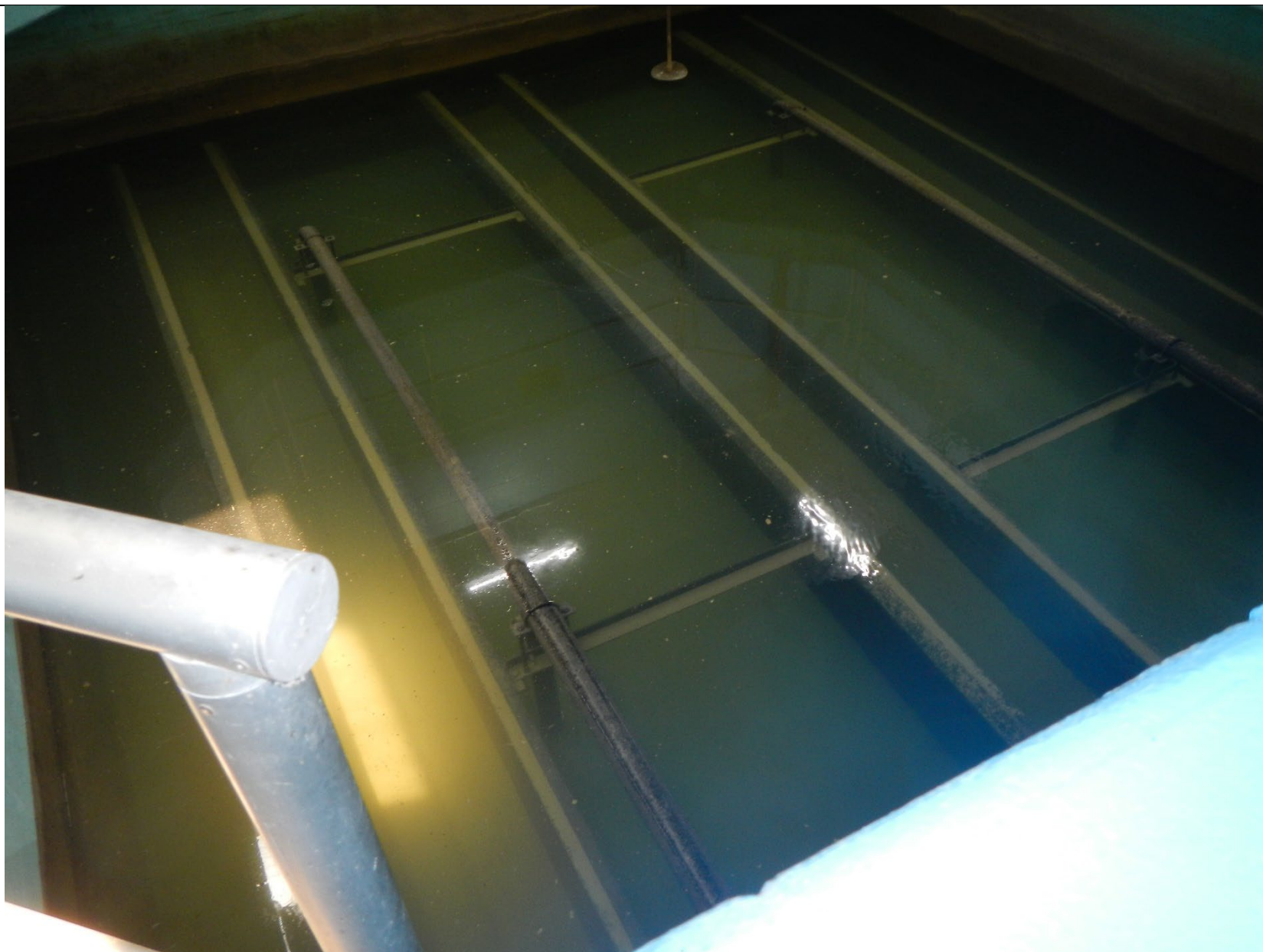
| Digital Image Number | File Name    | Description                                                                                                                                                                                                | Date and Time Digital Image Taken |
|----------------------|--------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------|
| 1                    | DSCN4311.JPG | Active clarifier on the right. Clarifier on the left was not operating.                                                                                                                                    | 2023:06:06 14:25:53               |
| 2                    | DSCN4312.JPG | Rapid sand filter with composite media.                                                                                                                                                                    | 2023:06:06 14:58:00               |
| 3                    | DSCN4313.JPG | Finished water ground storage tank at water plant. Black material around base of tank is mildew.                                                                                                           | 2023:06:06 15:44:57               |
| 4                    | DSCN4314.JPG | Overflow pipe on ground storage tank from photo 3. Pipe was not screened.                                                                                                                                  | 2023:06:06 15:47:50               |
| 5                    | DSCN4315.JPG | Well house and piping                                                                                                                                                                                      | 2023:06:06 16:00:21               |
| 6                    | DSCN4316.JPG | Well house and piping                                                                                                                                                                                      | 2023:06:06 16:05:31               |
| 7                    | DSCN4317.JPG | Unscreened well vent on well #17                                                                                                                                                                           | 2023:06:06 16:15:57               |
| 8                    | DSCN4318.JPG | Overview of well #17                                                                                                                                                                                       | 2023:06:06 16:21:16               |
| 9                    | DSCN4319.JPG | Air relief valve screen broken on well #11                                                                                                                                                                 | 2023:06:06 16:25:04               |
| 10                   | DSCN4320.JPG | Overview of well #11                                                                                                                                                                                       | 2023:06:06 16:25:53               |
| 11                   | DSCN4321.JPG | Well #12, row crop agriculture occurring within 20 feet of well.                                                                                                                                           | 2023:06:06 16:32:53               |
| 12                   | DSCN4322.JPG | Well #15, air relief valve not screened.                                                                                                                                                                   | 2023:06:06 16:37:29               |
| 13                   | DSCN4323.JPG | View of the Republican River from well #15.                                                                                                                                                                | 2023:06:06 16:39:20               |
| 14                   | DSCN4324.JPG | Overview of well #15, the Republican River is behind the trees.                                                                                                                                            | 2023:06:06 16:39:43               |
| 15                   | DSCN4325.JPG | Row crop agriculture around well #14.                                                                                                                                                                      | 2023:06:06 16:40:50               |
| 16                   | DSCN4326.JPG | Excessive leaking from packing on booster station pump.                                                                                                                                                    | 2023:06:07 10:30:13               |
| 17                   | DSCN4327.JPG | System's booster station. The pump on the right is the one with the leaking packing. The water on the floor is from the leaking packing and was running out the door.                                      | 2023:06:07 10:33:00               |
| 18                   | DSCN4328.JPG | Spruce Street water tower overflow pipe. The pipe does not have a screen on it, and the air gap into the receiving pipe is inadequate.                                                                     | 2023:06:07 10:35:22               |
| 19                   | DSCN4329.JPG | South ground storage tank vent. Vent cover is partially knocked off. Screen is coming off around the front of the vent.                                                                                    | 2023:06:07 10:41:42               |
| 20                   | DSCN4330.JPG | Gap in screen from photo 20 on the south ground storage tank vent.                                                                                                                                         | 2023:06:07 10:42:08               |
| 21                   | DSCN4331.JPG | Oversized screen inside the vent on the ground storage tank. Screen had approximately 3/8" gaps.                                                                                                           | 2023:06:07 10:42:16               |
| 22                   | DSCN4332.JPG | Overview of new north ground storage tank that was being constructed at the time of inspection. Building being built to the right of the tank is the new booster station.                                  | 2023:06:07 10:45:58               |
| 23                   | DSCN4333.JPG | One of the two access hatches on the top of the south ground storage tank. The hatch has a hole in it and was not locked at the time of inspection. Left of the hatch lies part of a broken padlock clasp. | 2023:06:07 10:48:54               |
| 24                   | DSCN4334.JPG | Second access hatch on the south ground storage tank. The hatch has a locking bar across it, but is not locked. The body and clasp of a broken padlock can be seen left of the hatch.                      | 2023:06:07 10:49:22               |

|    |              |                                                                                                                                                                                                                                                                               |                     |
|----|--------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|
| 25 | DSCN4335.JPG | Valve access on the south ground storage tank. The lid on the valve access has two holes in it and is not locked or sealed.                                                                                                                                                   | 2023:06:07 10:51:50 |
| 26 | DSCN4336.JPG | Looking down at the valve in the valve access from photo 25. The water level in the tank could be seen around the valve.                                                                                                                                                      | 2023:06:07 10:52:02 |
| 27 | DSCN4337.JPG | Old water level gauge mounting bracket and access on south ground storage tank. There is a hole around the cable going into the tank and there was a larger hole in the concrete along the metal bracket. The hole along the metal bracket cannot be seen well in this photo. | 2023:06:07 10:54:40 |
| 28 | DSCN4338.JPG | Overview shot of the top of the south ground storage tank. Broken vent lid in the center. Old level gauge and mounting bracket can be seen in the foreground of the photo. Raised access hatch from photo 23 can be seen in the background to the right.                      | 2023:06:07 10:56:56 |
| 29 | DSCN4339.JPG | Discharge point from the overflow pipe on the Spruce Street tower in photo 18. Discharge had a flapper but no screen. Discharge point is approximately 4 inches off the ground.                                                                                               | 2023:06:07 10:59:07 |
| 30 | DSCN4340.JPG | Overview of Spruce Street tower. The overflow pipe discharge point can be seen in the foreground along the street.                                                                                                                                                            | 2023:06:07 11:01:12 |
| 31 | DSCN4341.JPG | Overflow pipe for Ash Street tower. The overflow had a flapper on it but did not have a screen.                                                                                                                                                                               | 2023:06:07 11:15:23 |
| 32 | DSCN4342.JPG | Finished water ground storage tank at water plant. Facility personnel had started to power wash mildew off tank prior to the end of the inspection.                                                                                                                           | 2023:06:07 13:09:24 |

| Number | Photo                                                                                                                                                                                                                                          |
|--------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1      | <div data-bbox="291 147 1938 1382"></div> <div data-bbox="726 1401 1507 1430">Active clarifier on the right. Clarifier on the left was not operating.</div> |



2



Rapid sand filter with composite media.



3



Finished water ground storage tank at water plant. Black material around base of tank is mildew.

4



Overflow pipe on ground storage tank from photo 3. Pipe was not screened.



5



Well house and piping



6



Well house and piping

7



Unscreened well vent on well #17





Overview of well #17



9



Air relief valve screen broken on well #11



10



Overview of well #11



11



Well #12, row crop agriculture occurring within 20 feet of well.



12



Well #15, air relief valve not screened.



13



View of the Republican River from well #15.



14



Overview of well #15, the Republican River is behind the trees.



15



Row crop agriculture around well #14.



16



Excessive leaking from packing on booster station pump.



17



System's booster station. The pump on the right is the one with the leaking packing. The water on the floor is from the leaking packing and was running out the door.



18



Spruce Street water tower overflow pipe. The pipe does not have a screen on it, and the air gap into the receiving pipe is inadequate.



19



South ground storage tank vent. Vent cover is partially knocked off. Screen is coming off around the front of the vent.



20



Gap in screen from photo 20 on the south ground storage tank vent.



21



Oversized screen inside the vent on the ground storage tank. Screen had approximately 3/8" gaps.



22



Overview of new north ground storage tank that was being constructed at the time of inspection. Building being built to the right of the tank is the new booster station.



23



One of the two access hatches on the top of the south ground storage tank. The hatch has a hole in it and was not locked at the time of inspection. Left of the hatch lies part of a broken padlock clasp.



24



Second access hatch on the south ground storage tank. The hatch has a locking bar across it, but is not locked. The body and clasp of a broken padlock can be seen left of the hatch.



25



Valve access on the south ground storage tank. The lid on the valve access has two holes in it and is not locked or sealed.



26



Looking down at the valve in the valve access from photo 25. The water level in the tank could be seen around the valve.



27



Old water level gauge mounting bracket and access on south ground storage tank. There is a hole around the cable going into the tank and there was a larger hole in the concrete along the metal bracket. The hole along the metal bracket cannot be seen well in this photo.



28



Overview shot of the top of the south ground storage tank. Broken vent lid in the center. Old level gauge and mounting bracket can be seen in the foreground of the photo. Raised access hatch from photo 23 can be seen in the background to the right.



29



Discharge point from the overflow pipe on the Spruce Street tower in photo 18. Discharge had a flapper but no screen. Discharge point is approximately 4 inches off the ground.



30



Overview of Spruce Street tower. The overflow pipe discharge point can be seen in the foreground along the street.



31



Overflow pipe for Ash Street tower. The overflow had a flapper on it but did not have a screen.



32



Finished water ground storage tank at water plant. Facility personnel had started to power wash mildew off tank prior to the end of the inspection.

No changes were made to the original image files

Allen J. Dinkel  
City Manager  
Administration  
[www.junctioncity-ks.gov](http://www.junctioncity-ks.gov)



P.O. Box 287  
700 North Jefferson Street  
Junction City, KS 6644-0287  
Phone: 785-238-3103 Ext. 300  
Fax: 785-223-4262

September 20, 2023

U.S. ENVIRONMENTAL PROTECTION AGENCY - Region 7  
Attn: Angela Accord  
Enforcement and Compliance Assurance Division (ECAD)  
U.S. EPA Region 7, ECAD/WB, 11201 Renner Blvd, Lenexa, KS 66219.

***Regarding: Follow-up Action Required – Safe Drinking Water Act EPA Inspection and Notice of Significant Deficiency***

In its August 24, 2023 letter to Ray Ibarra (Director of Public Works, Junction City Public Water Supply), EPA Region 7 identified that the City's Water Plant has Violations and Significant Deficiencies. Provided below are the descriptions of these violations and deficiencies along with the City's responses:

**Violations:**

The following violations are items that the system must address in order to maintain compliance with the SDWA and applicable state regulations:

1. **Ensure the system tests for chlorine residual in distribution system each day water is served to customers, as required by KAR 28-15-19(a)(2) – (NOPF #1)**
  - **RESPONSE: This item was resolved June 6th, 2023.** Residual testing was being completed in the distribution system on weekdays, but on the weekends operations staff were using the water treatment plant as the test site, assuming they could not leave the plant unattended. This has been clarified with staff, and the procedure has been changed to include sampling in the distribution system as part of the daily rounds for day-shift operators.
2. **Failure to have a complete and up-to-date Emergency Response Plan, as required by section 1433 of the SDWA- (NOPF #s 10 & 11)**

- **RESPONSE: In Progress.** The City, in coordination with its consulting Engineer and Veolia (the City's contract operator) will work to update the Emergency Response Plan and provide the updated document to KDHE and EPA within the next 90 days. The existing Emergency Response Plan was created using a now outdated EPA template, as well as requiring updates.

### Significant Deficiencies:

The following were identified as Significant Deficiencies needing to be addressed.

1. Ensure well vents and air release valves are properly screened - (NOPF #2).

- **RESPONSE: This item was resolved within the week of the inspection.**

**Before:**



Well #15, air release valve not screened

**After:**



Well #15, air release valve not screened







**2. Row crops are being planted in close vicinity to source water wells – (NOPF #3)**

- **RESPONSE: In Progress.** The City will have a talk with the farmer to ensure this will not be an issue going forward. The crops are already in the ground for this year, but will be harvested in the next 120 days. A boundary will be staked out for next year's crops.

**3. Failure to screen overflow pipes on water towers – (NOPF #4)**

- **RESPONSE: Corrected as of July 12, 2023.** These have all been screened and routine inspection of these screens has been added into our Computerized Maintenance Management System as a monthly work order.

**Before:**



**After:**





**4. Spruce Street water tower overflow is less than 12" from the ground and has an insufficient air gap – (NOPF #5)**

- **RESPONSE: In Progress:** The City is working with Kaw Valley Engineering to engineer a permanent solution for this.

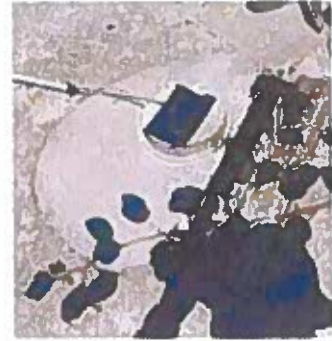
**5. Holes in top of south GST – (NOPF #6)**

- **RESPONSE: These items were resolved July 20, 2023.** It should be noted that this tank is in the process of being decommissioned and will be out of service before the end of October 2023.

**Before:**



**After:**



#### 6. South GST hatches were not locked -- (NOPF #7)

- **RESPONSE: Resolved as of July 20, 2023.** The GST hatches are now chained and locked. It should be noted that this tank is in the process of being decommissioned and will be out of service before the end of October 2023.

**Before:**



Several new hatches on the south ground storage tank. The hatch is not a big hatch anymore, it is just a hatch. The hatch and a bag of a broken padlock can be seen left of the hatch.

**After:**





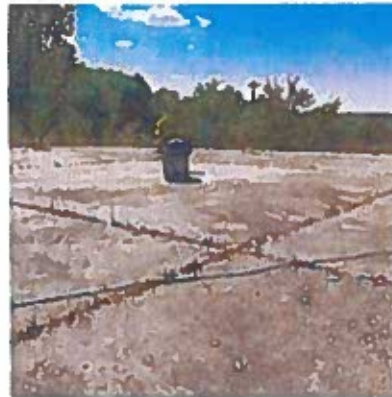
**7. South GST vent not sealed or properly screened – (NOPF #8)**

- **RESPONSE: Resolved as of June 21, 2023.** It should be noted that this tank is in the process of being decommissioned and will be out of service before the end of October.

**Before:**



**After:**



**8. Excessive packing leakage on booster station pump – (NOPF #9)**

- **RESPONSE: Resolved July 12, 2023.** The packing has been tightened. This station is in the process of being decommissioned and the new booster pump skid is now online. In the next 14 days this station will be completely offline.

**Before:**



**After:**



**9. Failure to assess the system's groundwater wells for GWUDI**

- **In Progress.** The City, in coordination with its consulting Engineer and Veolia, will work with KDHE to confirm the GWUDI determination process, and support KDHE to conduct the GWUDI source classification assessment, including providing requested information, assisting the site assessment, and collecting MPA samples, etc. on wells 11, 13, 14, and 15. The proposed timeline for this is as follows:

- Clarifying the GWUDI determination process and requirements with KDHE
- Working with KDHE to conduct the assessment
- Receiving the final determination regarding source classification.

Sincerely,



Allen Dinkel

City Manager

Allen J. Dinkel  
City Manager  
Administration  
[www.junctioncity-ks.gov](http://www.junctioncity-ks.gov)



P.O. Box 287  
700 North Jefferson Street  
Junction City, KS 6644-0287  
Phone: 785-238-3103 Ext. 300  
Fax: 785-223-4262

September 20, 2023

U.S. ENVIRONMENTAL PROTECTION AGENCY - Region 7  
Attn: Angela Accord  
Enforcement and Compliance Assurance Division (ECAD)  
U.S. EPA Region 7, ECAD/WB, 11201 Renner Blvd, Lenexa, KS 66219.

***Regarding: Follow-up Action Required – Safe Drinking Water Act EPA Inspection and Notice of Significant Deficiency***

In its August 24, 2023 letter to Ray Ibarra (Director of Public Works, Junction City Public Water Supply), EPA Region 7 identified that the City's Water Plant has Violations and Significant Deficiencies. Provided below are the descriptions of these violations and deficiencies along with the City's responses:

**Violations:**

The following violations are items that the system must address in order to maintain compliance with the SDWA and applicable state regulations:

1. **Ensure the system tests for chlorine residual in distribution system each day water is served to customers, as required by KAR 28-15-19(a)(2) – (NOPF #1)**
  - **RESPONSE: This item was resolved June 6th, 2023.** Residual testing was being completed in the distribution system on weekdays, but on the weekends operations staff were using the water treatment plant as the test site, assuming they could not leave the plant unattended. This has been clarified with staff, and the procedure has been changed to include sampling in the distribution system as part of the daily rounds for day-shift operators.
2. **Failure to have a complete and up-to-date Emergency Response Plan, as required by section 1433 of the SDWA- (NOPF #s 10 & 11)**



- **RESPONSE: In Progress.** The City, in coordination with its consulting Engineer and Veolia (the City's contract operator) will work to update the Emergency Response Plan and provide the updated document to KDHE and EPA within the next 90 days. The existing Emergency Response Plan was created using a now outdated EPA template, as well as requiring updates.

### Significant Deficiencies:

The following were identified as Significant Deficiencies needing to be addressed.

1. Ensure well vents and air release valves are properly screened - (NOPF #2).

- **RESPONSE: This item was resolved within the week of the inspection.**

Before:



Well 015, air relief valve not screened

After:



Well 015, air relief valve not screened





After adding a pipe screen to the overflow pipe



## 2. Row crops are being planted in close vicinity to source water wells – (NOPF #3)

- **RESPONSE: In Progress.** The City will have a talk with the farmer to ensure this will not be an issue going forward. The crops are already in the ground for this year, but will be harvested in the next 120 days. A boundary will be staked out for next year's crops.

## 3. Failure to screen overflow pipes on water towers – (NOPF #4)

- **RESPONSE: Corrected as of July 12, 2023.** These have all been screened and routine inspection of these screens has been added into our Computerized Maintenance Management System as a monthly work order.

**Before:**



**After:**





4. Spruce Street water tower overflow is less than 12" from the ground and has an insufficient air gap – (NOPF #5)

- **RESPONSE: In Progress:** The City is working with Kaw Valley Engineering to engineer a permanent solution for this.

5. Holes in top of south GST – (NOPF #6)

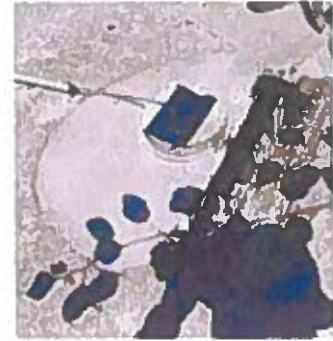
- **RESPONSE: These items were resolved July 20, 2023.** It should be noted that this tank is in the process of being decommissioned and will be out of service before the end of October 2023.



**Before:**



**After:**



## 6. South GST hatches were not locked – (NOPF #7)

- **RESPONSE: Resolved as of July 20, 2023.** The GST hatches are now chained and locked. It should be noted that this tank is in the process of being decommissioned and will be out of service before the end of October 2023.

**Before:**



Viewed from inside the hatch, the hatch is open and the hatch is not locked. The hatch is not locked and the hatch is not locked.

**After:**



**7. South GST vent not sealed or properly screened – (NOPF #8)**

- **RESPONSE: Resolved as of June 21, 2023.** It should be noted that this tank is in the process of being decommissioned and will be out of service before the end of October.

**Before:**



**After:**



**8. Excessive packing leakage on booster station pump – (NOPF #9)**

- **RESPONSE: Resolved July 12, 2023.** The packing has been tightened. This station is in the process of being decommissioned and the new booster pump skid is now online. In the next 14 days this station will be completely offline.

**Before:**



**After:**



**9. Failure to assess the system's groundwater wells for GWUDI**

- **In Progress.** The City, in coordination with its consulting Engineer and Veolia, will work with KDHE to confirm the GWUDI determination process, and support KDHE to conduct the GWUDI source classification assessment, including providing requested information, assisting the site assessment, and collecting MPA samples, etc. on wells 11, 13, 14, and 15. The proposed timeline for this is as follows:

- Clarifying the GWUDI determination process and requirements with KDHE
- Working with KDHE to conduct the assessment
- Receiving the final determination regarding source classification.

Sincerely,



Allen Dinkel

City Manager



Allen J. Dinkel  
City Manager  
Administration  
[www.junctioncity-ks.gov](http://www.junctioncity-ks.gov)



P.O. Box 287  
700 North Jefferson Street  
Junction City, KS 6644-0287  
Phone: 785-238-3103 Ext. 300  
Fax: 785-223-4262

December 21, 2023

U.S. ENVIRONMENTAL PROTECTION AGENCY - Region 7  
Attn: Angela Accord  
Enforcement and Compliance Assurance Division (ECAD)  
U.S. EPA Region 7, ECAD/WB, 11201 Renner Blvd, Lenexa, KS 66219.

***Regarding: Safe Drinking Water Act EPA Inspection and Notice of Significant Deficiency***

In its August 24, 2023, letter to Ray Ibarra (Director of Public Works, Junction City Public Water Supply), EPA Region 7 identified that the City's Water Plant has Violations and Significant Deficiencies.

On September 12, 2023, the City responded with a summary of responses to the violations. As of the above date there are only two (2) Violations and Deficiencies still outstanding. All other items have been addressed.

**Outstanding Items:**

The two items still requiring completion are:

**1. Failure to have a complete and up-to-date Emergency Response Plan, as required by section 1433 of the SDWA- (NOPF #s 10 & 11)**

- **RESPONSE: In Progress.** The City, in coordination with its consulting Engineer and Veolia (the City's contract operator), is preparing an updated Emergency response plan and it is currently about 75% complete. It is scheduled to be completed and certified by the end of January 2024.

**2. Failure to assess the system's groundwater wells for GWUDI**

- **In Progress.** The City, in coordination with its consulting Engineer and Veolia, have recently completed the first round of MPA sampling from the four wells for the dry weather event. The samples have been sent to the lab for analysis. A copy of the laboratory results will be sent to the EPA and KDHE once they are received.

- The City will retain the testing equipment on hand and will implement wet weather testing as soon as the required rainfall is received. It is anticipated that this will occur prior to the end of May 2024. A copy of the laboratory results for the wet weather testing will be sent to the EPA and KDHE once they are received.

The City is therefore requesting an extension of time to complete the remaining two items. We request an extension until May 31, 2024. We will be in contact with you if rainfall does not allow for the required testing to be completed within the proposed time frame.

Sincerely,

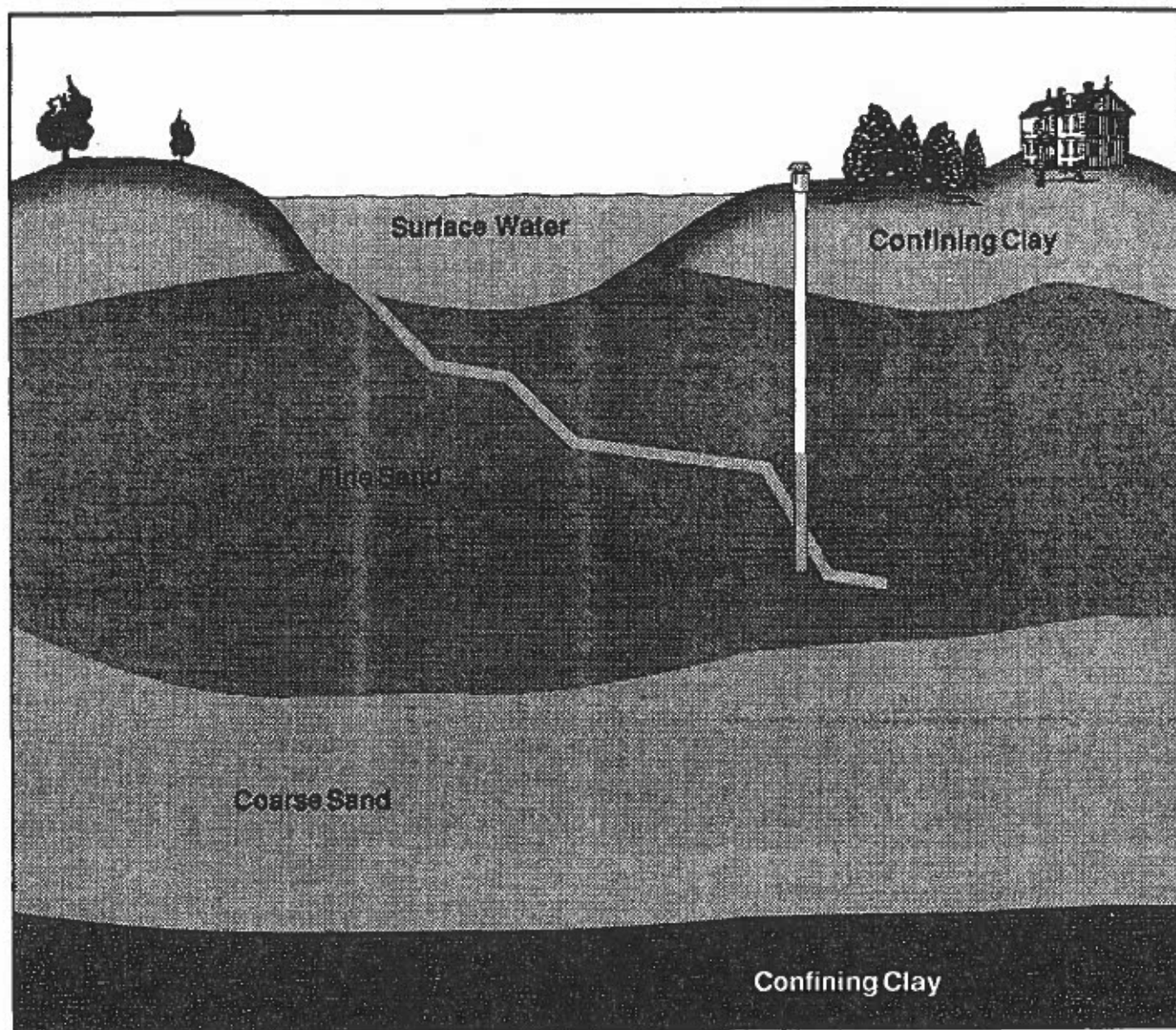
A handwritten signature in cursive script, appearing to read "Allen Dinkel", written in dark ink.

Allen Dinkel

City Manager



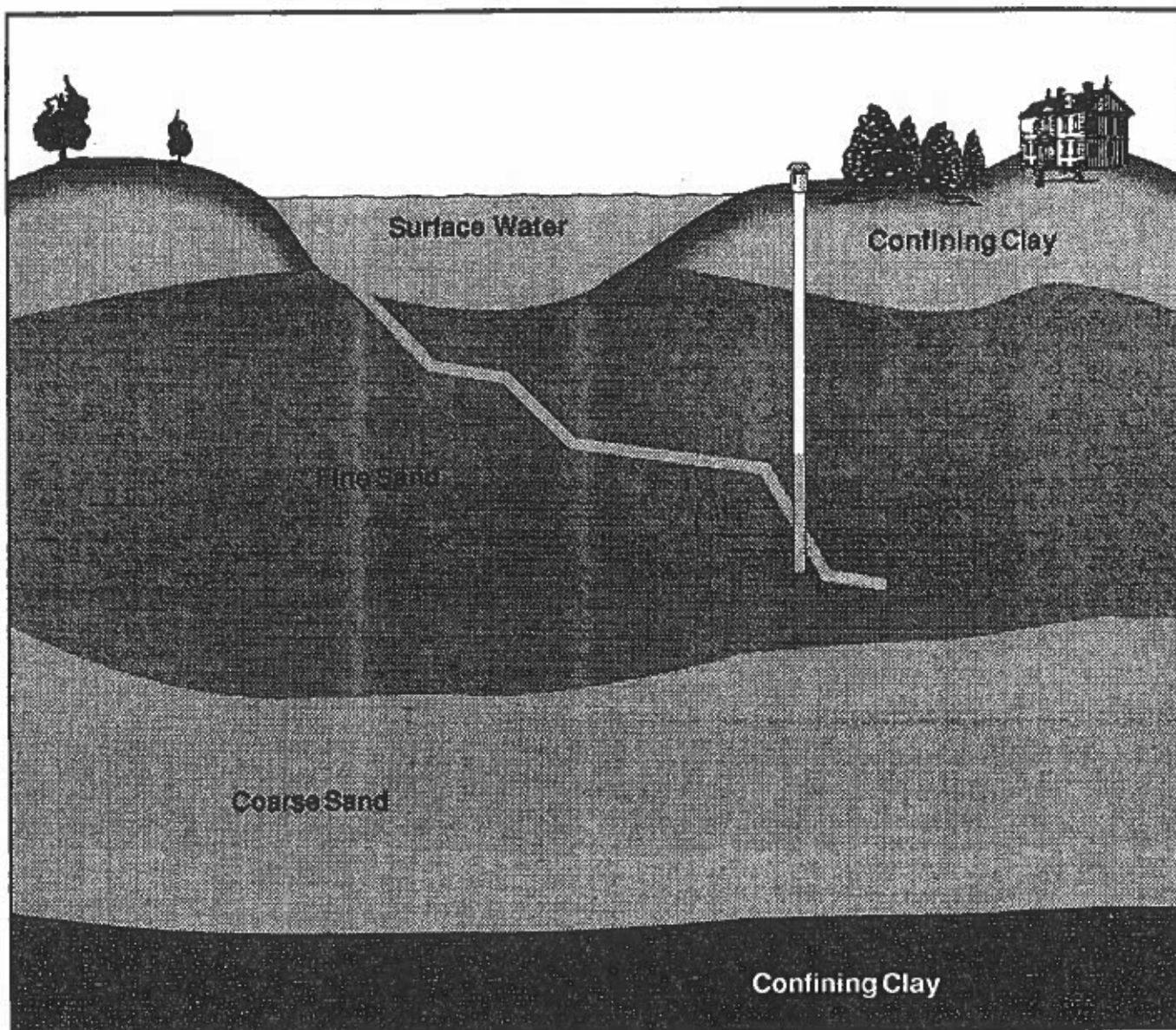
# Consensus Method for Determining Groundwaters Under the Direct Influence of Surface Water Using Microscopic Particulate Analysis (MPA)







# Consensus Method for Determining Groundwaters Under the Direct Influence of Surface Water Using Microscopic Particulate Analysis (MPA)



# City of Junction City

## City Commission

### Agenda Memo

02-06-2024

**From:** Allen J. Dinkel, City Manager

**To:** Governing Body

**Subject: Discussion of Pipe Condition in the Water  
Treatment Plant**

---

**Explanation of Issue:** As part of the Phase II Water Updates, the large piping in the water plant was to be clean, scraped and repainted. About 10 days ago, as they began this process, the contractor had a concern of the quality of the pipe. We have worked with Don Lindeman at HDR and his staff regarding this issue and they have tested the pipe.

As of this time, Don is still evaluating the issue and possible options. He will discuss this matter the Commission meeting. If he has more information prior to the meeting I will forward it to you.

There is concern of both the interior and exterior of the pipe. The interior is subject to the quality of the groundwater the system has access to. Don says the interior of the piping of the "finished" water is in much better condition naturally. I have previously mentioned my concerns about the exterior condition of the pipe. Of course, there is this a very moist climate in that area of the building.

**Budget Impact:** At this time, costs are still to be determined for all options. Even though complete replacement may have its merit, the cost is great, and you still have to operate the plant during construction.

**Staff Recommendation:** Consider all options. Don and I go back and forth on this one. He is still looking at costs and that may be a great factor.

**Attachments:** Amendment, EPA Inspection Report, Response of September 20, 2023, Response of December 21, 2023. Page on MPA.



# City of Junction City

## City Commission

### Agenda Memo

2-6-2024

**From:** John Lamb, Chief of Police  
**To:** Allen Dinkel, City Manager  
**Subject:** **Police Department Vehicle Purchase**

---

**Objective:** The Police Department seeks approval to purchase two (2) 2024 Chevrolet Silverado Police vehicles to replace two current patrol vehicles.

**Explanation of Issue:** The Police Department seeks approval to purchase two (2) 2024 Chevrolet Silverado Police vehicles. These vehicles will be assigned one to day watch, and one to night watch. The police department has never had pickup trucks as part of its standard fleet, and due to issues involving transporting large pieces of evidence and towing capacity, have had to use other means. Assignment of one of these vehicles so that they may be used by any patrol shift alleviates several issues. These vehicles will ultimately replace two older Chevrolet Tahoes in the fleet, a 2017 Chevrolet Tahoe with 103,000 miles, and a 2019 Chevrolet Tahoe with 148,500 miles. The current vehicles will be disposed of in accordance with the City's Fiscal Policy

The city's fiscal policy exempts police vehicles from competitive bidding. Due to the shortage of police vehicles being manufactured, and the availability of upfitters to locate vehicles and equipment, the Junction City Police Department contacted SERV (Superior Emergency Response Vehicles) located in Andover KS. SERV has recently built our last K-9 vehicle, and was able to source the vehicle, upfit it to our standards, and provide service for the vehicle in a quick and timely manner. SERV advised that they would be able to provide the requested Chevrolet Silverados with the requested police equipment installed (see attached estimate).

#### **Two (2) 2024 Chevrolet Silverado Pursuit 4WD crew Cab - Black**

Superior Emergency Response Vehicles, Andover KS                      \$130,830.78

**Budget Impact:** This vehicle will be purchased with from the capital improvement budget of \$140,000

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

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

**Recommendation:** Staff recommends the purchase of two (2) fully upfitted Chevrolet Silverado Police Pursuit Vehicles from Superior Emergency Response Vehicles

**Enclosures:**

**SERV Estimate**

## Superior Emergency Response Vehicles

12548 SW Highway 54  
P.O. Box 965  
Andover, KS. 67002

## Estimate

| Date      | Estimate # |
|-----------|------------|
| 1/11/2024 | 3545       |

|                                                                               |
|-------------------------------------------------------------------------------|
| Customer Name                                                                 |
| Junction City Police Department<br>210 E. 9th St.<br>Junctions City, KS 66441 |



www.SERVLLC.com

316-733-2223

Email:andy@servllc.com

| Description                                                                                                                              | Qty | Rate      | Total     |
|------------------------------------------------------------------------------------------------------------------------------------------|-----|-----------|-----------|
| 2024 Chevrolet Silverado Pursuit 4WD Crew Cab - Black                                                                                    | 1   | 52,150.00 | 52,150.00 |
| Whelen 54" Legacy WC D/E/D/E Lightbar, RW/BW/RW/BW                                                                                       | 1   | 1,950.00  | 1,950.00  |
| Whelen LINSV2R - Red -Under-Mirror Light w/Bracket                                                                                       | 1   | 191.00    | 191.00    |
| Whelen LINSV2B - Blue - Under-Mirror Light w/Bracket                                                                                     | 1   | 191.00    | 191.00    |
| Whelen Surface-Mount ION - Red                                                                                                           | 2   | 102.00    | 204.00    |
| Whelen Surface-Mount ION - Blue                                                                                                          | 2   | 102.00    | 204.00    |
| Whelen ION T-Series - Red                                                                                                                | 3   | 102.00    | 306.00    |
| Whelen ION T-Series - Blue                                                                                                               | 3   | 102.00    | 306.00    |
| Whelen Cencom Core WCX Control Center                                                                                                    | 1   | 965.00    | 965.00    |
| Whelen SA315U 100w Siren Speaker w/Bracket                                                                                               | 1   | 196.50    | 196.50    |
| Thunderstruck Grille Guard CLC22-100PI Silverado 1500                                                                                    | 1   | 1,250.00  | 1,250.00  |
| Unity LED LH Spotlight                                                                                                                   | 1   | 580.00    | 580.00    |
| 475-1066 Dual Weapon Gunlock System                                                                                                      | 1   | 545.00    | 545.00    |
| 1/3 Cage Prisoner Transport System                                                                                                       | 1   | 1,250.00  | 1,250.00  |
| 425-6445 Jotto Wide Body Equipment Console                                                                                               | 1   | 593.25    | 593.25    |
| 425-6659 Jotto Floor Plate Silverado                                                                                                     | 1   | 132.00    | 132.00    |
| 425-3704 Jotto Dual ABS Cupholder                                                                                                        | 1   | 38.25     | 38.25     |
| 425-0029 Jotto Armrest Tall                                                                                                              | 1   | 89.00     | 89.00     |
| H-PKG-PSM-3003 Havis Premium Passenger Side Mount - Silverado                                                                            | 1   | 650.00    | 650.00    |
| Havis DS-DELL-426 Docking Station For Dell 5430, 7330, 5420, 5424 & 7424 Notebooks<br>With Standard Port Replication & LIND Power Supply | 1   | 865.00    | 865.00    |
| Antenna Coax/Antenna Kit                                                                                                                 | 2   | 75.00     | 150.00    |
| Circuit Breaker                                                                                                                          | 1   | 48.50     | 48.50     |
| 75-100AMP Accessory Relay                                                                                                                | 1   | 51.90     | 51.90     |
| Blue Sea Fuse Block 12 Split                                                                                                             | 1   | 58.99     | 58.99     |
| Shop Supplies - Wiring, Connectors, Securement Items, Brackets, Etc.                                                                     | 1   | 200.00    | 200.00    |
| Professional Installation / Upfitting                                                                                                    | 1   | 2,250.00  | 2,250.00  |
| Install Customer Provided: Radio, Radar, Camera System                                                                                   |     |           |           |

**Sales Tax (0.0%)**

\$0.00

AUTHORIZED CUSTOMER SIGNATURE

DATE

**Total**

\$65,415.39

By signing this estimate, Customer authorizes SERV to provide products and services as listed. Customer also agrees to our Standard Terms and Conditions as set forth on our "Terms and Conditions" page.

**Thank you for considering SERV!**

# City of Junction City

## City Commission

### Agenda Memo

2-6-2024

**From:** John Lamb, Chief of Police  
**To:** Allen Dinkel, City Manager  
**Subject:** **Agreement with USD 475**

---

**Objective:** The Police Department seeks approval enter in an agreement with USD 475 regarding hourly pay for after school activities.

**Explanation of Issue:** Currently the City of Junction is paid \$50.00 for each hour a JCPD Officer works an after-school activity (Football Game, Wrestling Match etc.) After discussion with USD 475 leadership and the City of Junction City Leadership, it has been agreed to increase the amount to \$55.00 for the remainder of this school year. Further negotiations will be held to have the language updated and hourly rate language added to the agreement with USD 475 and JCPD regarding School Resource Officers.

**Budget Impact:** None

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

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

**Recommendation:** Staff recommends entering in agreement

**Enclosures:**

**Agreement with USD 475**



## AGREEMENT FOR SERVICE

### THIS AGREEMENT FOR SERVICE

("Agreement") dated this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

#### BETWEEN

Geary County Schools USD 475, 123 N. Eisenhower Dr, Junction City, Kansas 66441  
(the "Customer")

#### Of the first part

-AND-

City of Junction City, 700 N. Jefferson, Junction City, Kansas 66441  
(the "Service Provider")

#### Of the Second Part

#### BACKGROUND:

- A. The Service Provider provides police protection for the City of Junction City and on occasion at the request of the Customer, through its designated representatives as hereinafter defined, provides security at athletic and activity events for the Customer.
- B. The Service Provider is agreeable to providing such services to the Customer on the terms and conditions set out in this Agreement.
- C. The Service Provider and the Customer currently have an existing relationship concerning School Resource Officers (SRO's) and while the SRO's will be providing security at the Customer's athletic and activity events this Agreement will not pertain to SRO's because the parties already have an existing Agreement in place.

**IN CONSIDERATION OF** the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt of sufficiency of which consideration is hereby acknowledged, the parties to this Agreement agree as follows:

#### Services Provided

1. The Customer hereby agrees to engage the Service Provider to provide the Customer with security services at the Customer's school and athletic events.
2. The Customer shall pay the Service Provider the sum of ~~\$50.00~~\$55 per hour for service provided for each officer who is assigned to providing security.
3. The Customer's designated representatives shall be either the Superintendent, COO, Director of Emergency Management and the principals or athletic directors at the Junction City High School, Junction City Middle School, HD Karns building, or Fort Riley Middle School. In August of each year, the names of these designated representatives, shall be furnished by the Customer annually to the Service Provider. After a request is received from a designated representative, the Service Provider shall obtain final approval of said request from the Director of Business Operations.

### **Term of Agreement**

4. The term of this Agreement will begin on the date of this Agreement and will continue until June 30, ~~2018~~2024.

### **Compensation**

5. For the services rendered by the Service Provider as required by this Agreement, the Customer will pay to the Service Provider compensation of ~~\$50.00~~\$55 per hour for each officer providing security at the Customer's athletic and activity events. The officer will be compensated at the security rate and not at the overtime rate at the various athletic or activity events.
6. This compensation will be payable on a monthly basis as billed by the Service Provider. Terms of the payment are 30 days upon receipt of the invoice.

### **Capacity/Independent Contractor**

7. It is expressly agreed that the Service Provider is acting as an independent contractor and not as an employee in providing the Services under this Agreement. The Service Provider and the Customer acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service.

### **Notices**

8. All notices requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the parties of this Agreement as follows:

USD 475  
123 N. Eisenhower Dr  
Junction City, KS 66441

City of Junction City  
700 N. Jefferson St  
Junction City, KS 66441

### **Entire Agreement**

9. It is agreed that there is no representation, warrant, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

**IN WITNESS WHEREOF** the parties have duly executed this Service Agreement the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

SIGNED, SEALED AND DELIVERED in the presence of:

USD 475

By \_\_\_\_\_  
Board of Education President

CITY OF JUNCTION CITY

By \_\_\_\_\_  
Chief of Police



# City of Junction City

## City Commission

### Agenda Memo

February 1, 2024

**From:** Ray Ibarra, Public Works Director  
**To:** Allen Dinkel, City Manager and City Commission  
**Subject:** **Approval to Grant Permanent Easement for Utility Improvements**

---

**Objective:** The consideration and approval for the Grant of Permanent Easement for the purpose of utility improvements.

**Explanation of Issue:** Public Works is seeking approval for the Grant of Permanent Easement for utility improvements on the portion of Tract 21, West Acres Subdivision No.2 Recorded in Plat Book C at Page 20, in the City of Junction City.

The purpose for the easement would be to install an 8-inch water main that will connect to the 8-inch main along K-18 and tie into the 8-inch main on Spring Valley Road giving a looped water system in the area.

The owner of the property, Broderick Teidel, has given permission for the easement with the addition of the City to set a water meter for the easement rights.

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

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

**Recommendation:** City Staff recommends approval of the Grant of Permanent Easement for the purpose of utility improvements.

**Suggested Motion:** Commissioner \_\_\_\_\_ moves to approve the Grant of Permanent Easement for Utility Improvements from Broderick Teidel of Junction City, KS as presented.

Commissioner \_\_\_\_\_seconded the motion.

**Enclosures:** Grant of Easement Document and Easement Description

## UTILITY EASEMENT

**KNOW ALL MEN BY THESE PRESENTS**, that **Broderick D. Teidel DBA Teidel Enterprises**, their heirs, successors and assigns, hereinafter known as the **Grantor(s)**, owner of real property herein described, do hereby give, grant and convey unto the **City of Junction City**, Geary County, Kansas, a municipal corporation, its successors and assigns, hereinafter referred to as the **Grantee**, a **Permanent and Perpetual Utility Easement** to construct, maintain, and repair utility lines on, within, or under the property owned by said Grantor across the following lands to wit for the sum of One Dollar (\$1.00) and other valuable considerations, the receipt of which is hereby acknowledged:

THAT PORTION OF TRACT 21, WEST ACRES SUBDIVISION NO. 2 RECORDED IN PLAT BOOK C AT PAGE 20, IN THE CITY OF JUNCTION, COUNTY OF GEARY, STATE OF KANSAS, BEING DESCRIBED BY LEON D. OSBOURN, LS 800 ON AUGUST 21, 2023 AS FOLLOWS:

ALL BEARINGS HEREIN ARE BASED ON AN ASSUMED BEARING OF S 00°19'21" E ON THE EAST BOUNDARY LINE OF SAID TRACT 21. COMMENCING AT THE POINT OF BEGINNING AT THE SOUTHEAST CORNER OF SAID TRACT 21; THENCE ON THE SOUTHERLY PROLONGATION OF SAID EAST BOUNDARY LINE, S 00°19'21" E 30.00 FEET TO THE CENTERLINE OF A VACATED PUBLIC TRAVEL EASEMENT RECORDED IN BOOK 58 PAGE 408; THENCE ON SAID CENTERLINE, S 89°44'29" W 15.00 FEET; THENCE N 00°19'21" W 30.00 FEET TO THE SOUTH LINE OF SAID TRACT 21; THENCE CONTINUING N 00°19'21" W 51.96 FEET TO THE WESTERLY PROLONGATION OF THE NORTH LINE OF A 100 FOOT GAS LINE RECORDED IN BOOK 30 PAGE 812; THENCE ON SAID WESTERLY PROLONGATION OF THE NORTH LINE, N 89°41'00" E 15.00 FEET TO SAID EAST BOUNDARY LINE; THENCE ON SAID EAST BOUNDARY LINE, S 00°19'21" E 51.97 FEET TO THE POINT OF BEGINNING.

END OF DESCRIPTION

See attached drawing EXHIBIT A.

Together with the right of ingress and egress for all purposes incident to said grant.

The said Grantor, their successors and assigns, hereby agree that no building, buildings, fences, or other structures shall be erected on or over the above-described utility easement, but are otherwise to fully use and enjoy said premises except for the purposes hereinbefore granted to said Grantee.

This Grant of Water Line Easement shall run with the land and is binding upon the heirs, representatives, successors and assigns of the respective parties hereto.

**TO THESE COVENANTS**, the Grantor does hereby consent and agree.

**IN WITNESS WHEREOF**, the parties above named have hereunto set their hands this

30 day of January, 2028. 4 PM

**GRANTOR**

By:   
**Broderick D. Teidel, DBA Teidel Enterprises**

**ACKNOWLEDGMENT**

STATE OF KANSAS                     )  
                                                      ) ss.  
COUNTY OF GEARY                )

On this 30<sup>th</sup> day of January, 2028, 4 PM before me personally appeared **Broderick D. Teidel, Managing Member of DBA Teidel Enterprises**, to me known to be the person described in and who executed the above and foregoing instrument and acknowledged that they executed the same as his free act and deed.

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.

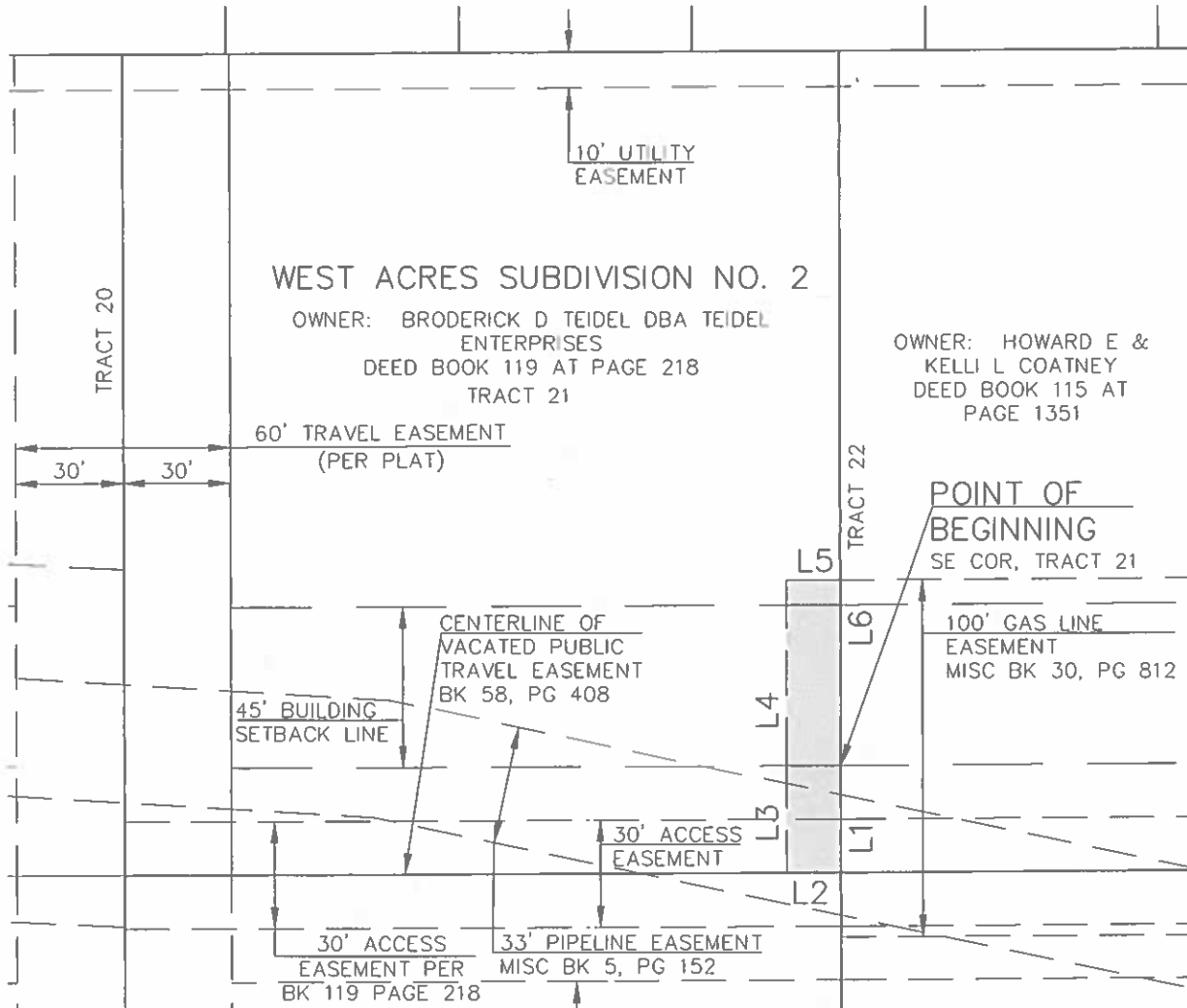
  
Notary Public

My Commission expires: 5.15.27



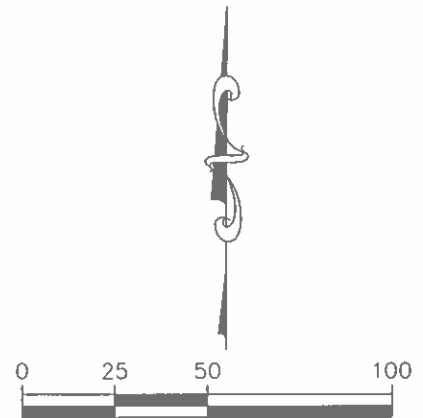


# EXHIBIT "A"



LINE TABLE

| LINE | BEARING       | LENGTH |
|------|---------------|--------|
| L1   | S 00°19'21" E | 30.00' |
| L2   | S 89°44'29" W | 15.00' |
| L3   | N 00°19'21" W | 30.00' |
| L4   | N 00°19'21" W | 51.96' |
| L5   | N 89°41'00" E | 15.00' |
| L6   | S 00°19'21" E | 51.97' |



SCALE: 1" = 50'



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

**KAW VALLEY ENGINEERING**

**UTILITY EASEMENT**  
AUGUST 21, 2023 BKR  
0266EXBE UE TR21 E LINE

# City of Junction City

## City Commission

### Agenda Memo

February 6, 2024

**From:** Jason Lankas, Fire Chief / Codes Administrator  
**To:** Allen Dinkel, City Manager  
**Subject:** Dangerous and Unsafe Structure located at 204 East 2<sup>nd</sup> Street

**Objective:** Award bid in the amount of \$3,200.00 to Lakeside Construction for the demolition of 204 E 2<sup>nd</sup> St, being a dangerous and unsafe structure.

**Explanation of Issue:** On March 21, 2023, the Commission approved Resolution No. R-3034, setting a public hearing for May 16, 2023, to address the dangerous and unsafe structure at 204 E 2<sup>nd</sup> St. Resolution No. R-3034 was sent to the property owner of record (Certified Mail Restricted Delivery) on March 22, 2023, and was returned, "Vacant". A copy of the resolution was posted on the property on March 30th. Resolution No. R-3034 was also published in the Daily Union on March 29th and April 5th.

On May 16, 2023, the Commission approved Resolution No. R-3051, declaring the structure at 204 E 2<sup>nd</sup> St as dangerous and unsafe, allotting the owner of record 120 days to either repair or remove said structure.

The block foundation has cracks. The northwest corner of the foundation is deteriorating. The windows are broken and missing. The soffits are deteriorating, rotten or missing. There are holes in the roof. There are multiple layers of rotten or deteriorating shingles. There is no storm drainage.

A permit was applied for on May 17, 2023 to rebuild bedroom walls and roof, kitchen roof replacement, siding, windows and doors. The permit expired on November 13, 2023.

Improvements were made up to October 31, 2023. The front porch had been covered with a new roof. The main roof had been stripped and felted.

On November 7, 2023, the Commission approved an extension until the 2<sup>nd</sup> meeting in December. During this time the owner was to obtain a permit extension and continue to make improvements to the structure.

No extension was obtained, and no new improvements were made to the structure.

On December 19, 2023, the Commission approved to solicit bids for the demolition of the structure at 204 E 2<sup>nd</sup> St. The advertisement for bid was posted on the City website and published in the City paper on December 24, 2023. Five contractors were direct solicited. A mandatory pre-bid meeting was held on January 10, 2024 at 8:00 am. Three contractors attended. One bid has been received:

| <u>Contractor</u>     | <u>Bid</u> | <u>Days Listed</u> |
|-----------------------|------------|--------------------|
| Lakeside Construction | \$3,200.00 | 2                  |

City Staff is requesting approval to award bid in the amount of \$3,200.00 to Lakeside Construction for the demolition of 204 E 2<sup>nd</sup> St, being a dangerous and unsafe structure.

City Staff did reach out to the owner by email requesting that he come in to apply for a permit extension by December 6, 2024. The owner has been informed that he would need to speak with Jason Lankas as well. The owner has not applied for an extension, nor has he spoken with Jason Lankas as of February 1, 2024.

**Budget Impact:** The project will be funded through Demolition Removal in the General Fund. \$200,000.00 was budgeted for 2024. Costs will be billed to the property owner of record and will reimburse any charges to this account.

**Alternatives:**

1. [Approve, Disapprove, Modify, Table](#)

**Recommendation:** Staff recommends a motion to approve to award bid in the amount of \$3,200.00 to Lakeside Construction for the demolition of 204 E 2<sup>nd</sup> St, being a dangerous and unsafe structure.

**Enclosures:** Demolition Evaluation Form, Email Communication to Owner, Picture Comparison from October to December 2023, Bid Tabulation, Bid



# Condemnation Evaluation

## Proposed Demolition

### Property Address

204 E 2nd St, Junction City,KS,66441

### Inspection Date

10-13-2021

### Code Enforcement Officer

Code Enforcement Group Email

### Structure Use

SFD

### Square Footage Estimation

666

### Number of Rooms

### Appraiser's Value

\$10,190.00

## Factor 1: Foundation

### Rating

2

### Foundation Type

Block

### Foundation Comments

There are cracks and deterioration on the northwest corner of the structure. The east side of the foundation is failing and falling out.

Deterioration, cracks, mortar missing, settling, caving in?

## Factor 2: Exterior Walls/Siding/Brick

### Rating

1

### Siding Material Used

Asbestos Tile

### Exterior Comments

The east side wall has a large hole with opening to the interior allowing exposure to the elements. Corner trim is deteriorating. Multiple areas are broken and missing siding.

Holes, missing siding pieces, termite damage, fasteners missing, water damage?

## Factor 3: Windows/Doors

### Rating

1

### Windows/Doors Comments

The windows are broken and missing. The door on the east side is rotten and deteriorated.

Missing or broken, non securable (locks broken), won't open and/or close? Broken and/or rotted window or broken frames? Termite damage?

## Factor 4: Roofing/Soffits/Facia/Storm Drainage

### Rating

1

### Roofing Material

Asphalt Shingles

### Roofing/Soffits/Facia/Storm Drainage Comments

The soffits are deteriorated, rotten or missing. There are holes in the roof. Multiple layers of rotten or deteriorated shingles. Roof structure on porch is completely deteriorated. No storm drainage.

Missing shingles, rotten or decayed decking materials, apparent leaks? Buckled soffits, missing pieces, no air vents, wood damage? Facia missing or deteriorated, water damage?

#### Factor 5: Porches/Decks

**Rating**

7

**Construction Materials Used**

Concrete

**Porches/Decks Comments**

East and south concrete slabs are in good condition.

Wood: leaks, holes in decking, deterioration, separation from structure, supporting members deteriorated, non-code materials used? Cement: Settled (crooked), cracked, broken pieces, pulled away from structure?

#### Factor 6: Electrical Service and Interior Wiring

**Rating**

1

**Service Amperage****Electrical Service and Interior Wiring Comments**

Exterior damage and exposed wiring to interior.

Service: Undersized, not grounded, dangerous or unsafe wiring? Interior: Exposed wiring, old-poorly insulated wiring, ungrounded plugs, not enough plugs, dangerous lighting fixtures?

#### Factor 7: Plumbing - Water Supply and Wastewater

**Rating****Water Piping Materials****Plumbing - Water Supply and Wastewater Comments**

Faucets leaking, improperly vented, fixtures don't function properly? Sewer gas smell? Kitchen area must have sink, bathroom must have commode, lavatory, and bathing facilities.

#### Factor 8: Mechanicals - Heat and Air Conditioning

**Rating****Mechanicals - Heat & Air Conditioning Comments**

Furnace covers in place, venting, functioning properly, thermostat? Register covers in place? Wall units in sleeping areas?

#### Composite Evaluation

**Overall Evaluation Score**

1.63

Ratings 1 through 8 added together and divided by 8 to attain overall average score.

#### Other Substandard Housing Conditions

##### Health/Sanitary Condition Comments:

Sewer cap in place? Apparent bug and/or rodent droppings? Possible lead paint? Leaking toilet seal? Stored boxes/bags allowing for rodent harborage? Strong pet odors?

##### Floor Comments:

Wood floors in rough splintered condition? Vinyl flooring has holes, coming apart at the seams, or coming up from subfloor/underlayment? Ripped, loose, dirty/stained carpets? Pet odors?

##### Apparent Fire Hazards/Fire Alarms Comments:

Inoperable fire alarms? No fire alarms? Emergency exits blocked or inoperable? Faulty wiring? Faulty or dangerous heating plant? Improper vent spacing for furnace or water heater?

##### Improper Occupancy Comments:

Structure or portion thereof occupied for living, sleeping, cooking or dining purposes which were not designed or intended to be used for such occupancies?

#### Site Pictures

##### Site Pictures Upload

You can upload multiple pictures.



## Brown, Sarah

---

**From:** Brown, Sarah  
**Sent:** Wednesday, January 17, 2024 2:23 PM  
**To:** Gary Glacken (dove\_hunter83@yahoo.com)  
**Subject:** 204 E 2nd St  
**Attachments:** EXTENSION REQUEST.pdf

Good afternoon Gary,

Improvements were made to 204 E 2<sup>nd</sup> St up to October 31, 2023. The building permit expired on November 13, 2023. Award of bid for demolition was going to be requested on February 6, 2024.

To prevent City Staff in proceeding with the request to award bid for the demolition of this structure, an extended permit shall be obtained by February 6, 2024 and improvements shall be made by February 20, 2024.

I have attached a guide for a permit extension request.

Please let me know if you have any questions.

Thank you,

**Sarah Brown**, Code Enforcement Officer  
**City of Junction City**  
**Building & Code Enforcement**  
700 N Jefferson St, PO Box 287 Junction City, KS 66441  
P: 785-238-3103 ext 178  
F: 785-210-1904

[www.junctioncity-ks.gov](http://www.junctioncity-ks.gov)



October  
2023





**December  
2023**





October  
2023





**December  
2023**





**October  
2023**





**December  
2023**





**October  
2023**





**December  
2023**



October  
2023





**December  
2023**



City of Junction City

City Clerk's Office

January 18, 2024



Codes Department

Closing Time: 10:00 am

Demolition of Structure(s) at 204 East 2nd Street

| No. | Direct Solicited | Bidder                | Local Vendor | Bid Bond | Performance Bond | Addendum | Signed Bid | Bid Amount | Bid Rank |
|-----|------------------|-----------------------|--------------|----------|------------------|----------|------------|------------|----------|
| 1.  |                  | Lakeside Construction | Milford, KS  |          |                  |          |            | \$3,200.00 |          |
| 2.  |                  |                       |              |          |                  |          |            |            |          |
| 3.  |                  |                       |              |          |                  |          |            |            |          |
| 4.  |                  |                       |              |          |                  |          |            |            |          |
| 5.  |                  |                       |              |          |                  |          |            |            |          |
| 6.  |                  |                       |              |          |                  |          |            |            |          |
| 7.  |                  |                       |              |          |                  |          |            |            |          |
| 8.  |                  |                       |              |          |                  |          |            |            |          |
| 9.  |                  |                       |              |          |                  |          |            |            |          |
| 10. |                  |                       |              |          |                  |          |            |            |          |

## DEMOLITION OF STRUCTURE(S) BID AND CONTRACT DOCUMENT

### SITES

Structure(s) located at 204 E 2<sup>nd</sup> St to Junction City, Geary County, Kansas.

### LIABILITY

The City of Junction City (hereinafter called "Owner") shall not be held liable for any action or cause of action, nor be responsible for any damages or claims whatsoever which may arise out of and from the performance of the proposed contract.

### SCOPE

The work to be done under this contract includes the furnishing of all labor, materials, equipment, barricades and services necessary for, and incidental to, the proper and safe demolition of all buildings on the site. The Contractor shall also be responsible for the complete removal of all debris to include existing trash, brush, limbs and scrub trees under 6" diameter from the entire lot. Contractor is responsible for obtaining all necessary permits. The Contractor receiving the award for demolition of any structures covered in the contract shall have 60 days after the awards of bids to demolish said structures. If said structures are not demolished in this time this contract will be voided and the demolition will be awarded to the next lowest bidding Contractor.

### DEMOLITION

All buildings on the site will be removed down to the basement floor, if a basement exists, to include all walls. All excavations shall be filled, compacted and graded so lot is level with the adjoining grades and lots. Until actual demolition of structures starts, structures shall remain secured and not accessible to the public. After demolition has started, the Contractor shall have a maximum of seven (7) days to remove said structure.

### FOUNDATION & BACKFILL

The excavation will be backfilled with a homogenous soil material approved by the City of Junction City Building & Codes staff. No concrete, rocks, bricks, trash or other construction debris is to be placed in any backfilled area. The Contractor shall contact the City of Junction Building & Codes department prior to start of any backfilling.

### PUBLIC UTILITIES AND IMPROVEMENTS

The Contractor shall take care of all public utilities encountered in connection with this work. He/She shall make all necessary arrangements, and provide all services required in the care of gas pipes, water pipes, sewer pipes, electric wires, telephone and TV cables. The Contractor will seal the sanitary sewer in an approved manner, below grade at the foundation location. The Contractor shall call the City of Junction City Building & Codes Department for a sewer cap inspection before any backfill is placed.

Improvements not part of the project, such as sidewalks, curbs, driveways, roadway pavement and any other improvements removed, broken or damaged by the Contractor shall be replaced or reconstructed with the same kind of materials found on the work or the material of equal quality. The new work shall be left in serviceable conditions satisfactory to the Codes Administrator whenever a part of a square of slab or existing concrete sidewalk shall be removed and the concrete reconstructed. Damaged improvements shall be repaired at the Contractor's expense.



DEMOLITION OF STRUCTURE(S)  
BID AND CONTRACT DOCUMENT

AFFIRMATIVE ACTION PLAN

Successful bidders must supply the City with a current copy of their company's Affirmative Action plan and have said plan approved by the City.

SALVAGE RIGHTS

The successful bidder will have salvage rights to the structure, structure materials, any contents associated with the structure, and any material associated with making the premises safe and sanitary.

BIDS

Bids shall be submitted in accordance with the Invitation to Bid. The City reserves the right to reject any and all bids for any reason. All Contractors interested in bidding on subject structures shall attend a mandatory pre-bid meeting to be held starting at 8:00 am on January 10, 2024. This meeting will be held at 204 E 2<sup>nd</sup> St.

Bids shall be directed to the City Clerk's office, securely sealed and endorsed upon the outside "Demolition of 204 E 2<sup>nd</sup> St" and shall be accepted until 10:00 am on January 18, 2024.

Bid Amount for 204 E 2<sup>nd</sup> St:

\$ 3,200.00 Bid  
three thousand, two hundred Dollars  
and  
00 Cents

Number of days to complete: 2

By Lakeside Construction

Signature 

Date 1-18-24

Lakeside Construction LLC

PO Box 55  
Milford, KS 66514 US  
lakesideconst.llc@gmail.com



Estimate

ADDRESS  
City of Junction City

ESTIMATE 1158  
DATE 01/18/2024

| DATE  | SERVICE  | DESCRIPTION                                               | QTY | RATE | AMOUNT     |
|-------|----------|-----------------------------------------------------------|-----|------|------------|
|       | Services | Demo of Structure at 204 E 2nd<br>Junction City, KS 66441 |     |      | 3,200.00   |
| TOTAL |          |                                                           |     |      | \$3,200.00 |

Accepted By

Accepted Date

# City of Junction City

## City Commission

### Agenda Memo

February 6, 2024

**From:** Jason Lankas, Fire Chief / Codes Administrator  
**To:** Allen Dinkel, City Manager  
**Subject:** Dangerous and Unsafe Structure located at 338 West 15th Street

**Objective:** Discussion of 338 W 15<sup>th</sup> St, being a dangerous and unsafe structure.

**Explanation of Issue:** On March 21, 2023, the Commission approved Resolution No. R-3036, setting a public hearing for May 16, 2023, to address the dangerous and unsafe structure at 338 W 15th St. Resolution No. R-3036 was sent to the property owner of record (Certified Mail Restricted Delivery) on March 22, 2023, and was signed for on March 25th. Resolution No. R-3036 was also published in the Daily Union on March 29th and April 5th.

On May 16, 2023, the Commission approved Resolution No. R-3053, declaring the structure at 338 W 15<sup>th</sup> St dangerous and unsafe, allotting the owner of record 120 days to either repair or remove said structure. Resolution No. R-3053 was sent to the property owner of record (Certified Mail Restricted Delivery) on May 18, 2023. The property was posted as dangerous and unsafe on May 18, 2023. Resolution No. R-3053 was also published in the Daily Union on May 24, 2023.

The siding is asbestos siding. There are broken and missing tiles. The bottom row of siding is rotting. The rear addition is a block wall with peeling paint. There are missing and broken windows. Vines are growing from the outside to the inside of the house through a window. The front door is rusted. The back door has been broken and cannot be closed. The window and door frames have water damage and are deteriorating. There are missing shingles. Some shingles are flipping. The fascia and soffit boards are rotting and/or missing. There is no storm drainage. The front concrete slab is cracked and settling.

On October 3, 2023, the Commission granted an extension until November 7, 2023, for Mr. Martin Toth to obtain a Contract of Sale with the current owner of the estate. The Contract of Sale was obtained.

Mr. Martin Toth provided a plan of action to secure the structure, cutting encroaching trees, assuming yard work, upgrading and restoring electrical service, restoring water and trash service, roof repair, possibly treating with ROOFMAX and to repair or upgrade heating/cooling system. The plan of action was determined to be insufficient and needed to include the siding, rotten fascia and soffit boards, as well as the door and windows being made weather tight, to include the framing. For the work that would need to be performed, a permit would be required.

On November 7, 2023, the Commission approved a 6 month extension, the length of time of a permit, with an update in 90 days, on February 6, 2024.

Mr. Martin Toth contact the Building and Codes Department on January 29, 2024, stating that the property is still not in his name. There have been no improvements to this property.



**Alternatives:**

1. Approve, Disapprove, Modify, Table

**Enclosures:** Demolition Evaluation Form, Contract of Sale, Plan of Action, Email from Mr. Martin Toth, Pictures dated February 1, 2024

# Condemnation Evaluation

## Proposed Demolition

### Property Address

338 W 15th St, Junction City,KS,66441

### Inspection Date

10-13-2021

### Code Enforcement Officer

Code Enforcement Group Email

### Structure Use

SFD

### Square Footage Estimation

1392

### Number of Rooms

### Appraiser's Value

\$35,740.00

## Factor 1: Foundation

### Rating

### Foundation Type

Block

### Foundation Comments

Undetermined

Deterioration, cracks, mortar missing, settling, caving in?

## Factor 2: Exterior Walls/Siding/Brick

### Rating

3

### Siding Material Used

Asbestos Siding

### Exterior Comments

There are missing and broken tiles. The bottom row of siding is rotting. The rear addition is block wall with peeling paint.

Holes, missing siding pieces, termite damage, fasteners missing, water damage?

## Factor 3: Windows/Doors

### Rating

1

### Windows/Doors Comments

There are missing and broken windows. Vines are growing from the outside to the inside through a window. The front door is rusted. The frames have water damage and are deteriorating.

Missing or broken, non securable (locks broken), won't open and/or close? Broken and/or rotted window or broken frames? Termite damage?

## Factor 4: Roofing/Soffits/Facia/Storm Drainage

### Rating

1

### Roofing Material

Asphalt Shingles

### Roofing/Soffits/Facia/Storm Drainage Comments

There are missing shingles. Some shingles are flipping. The fascia and soffit boards are rotten and/or missing. There is no storm drainage.

Missing shingles, rotten or decayed decking materials, apparent leaks? Buckled soffits, missing pieces, no air vents, wood damage? Fascia missing or deteriorated, water damage?

#### Factor 5: Porches/Decks

##### Rating

4

##### Construction Materials Used

Concrete Slab

##### Porches/Decks Comments

The concrete slab is cracked and settling.

Wood: leaks, holes in decking, deterioration, separation from structure, supporting members deteriorated, non-code materials used? Cement: Settled (crooked), cracked, broken pieces, pulled away from structure?

#### Factor 6: Electrical Service and Interior Wiring

##### Rating

##### Service Amperage

##### Electrical Service and Interior Wiring Comments

Service: Undersized, not grounded, dangerous or unsafe wiring? Interior: Exposed wiring, old-poorly insulated wiring, ungrounded plugs, not enough plugs, dangerous lighting fixtures?

#### Factor 7: Plumbing - Water Supply and Wastewater

##### Rating

##### Water Piping Materials

##### Plumbing - Water Supply and Wastewater Comments

Faucets leaking, improperly vented, fixtures don't function properly? Sewer gas smell? Kitchen area must have sink, bathroom must have commode, lavatory, and bathing facilities.

#### Factor 8: Mechanicals - Heat and Air Conditioning

##### Rating

##### Mechanicals - Heat & Air Conditioning Comments

Furnace covers in place, venting, functioning properly, thermostat? Register covers in place? Wall units in sleeping areas?

#### Composite Evaluation

##### Overall Evaluation Score

1.13

Ratings 1 through 8 added together and divided by 8 to attain overall average score.



Other Substandard Housing Conditions

**Health/Sanitary Condition Comments:**

Sewer cap in place? Apparent bug and/or rodent droppings? Possible lead paint? Leaking toilet seal? Stored boxes/bags allowing for rodent harborage? Strong pet odors?

**Floor Comments:**

Wood floors in rough splintered condition? Vinyl flooring has holes, coming apart at the seams, or coming up from subfloor/underlayment? Ripped, loose, dirty/stained carpets? Pet odors?

**Apparent Fire Hazards/Fire Alarms Comments:**

Inoperable fire alarms? No fire alarms? Emergency exits blocked or inoperable? Faulty wiring? Faulty or dangerous heating plant? Improper vent spacing for furnace or water heater?

**Improper Occupancy Comments:**

Structure or portion thereof occupied for living, sleeping, cooking or dining purposes which were not designed or intended to be used for such occupancies?

Site Pictures

**Site Pictures Upload**

You can upload multiple pictures.

## **CONTRACT OF SALE**

**THIS CONTRACT**, made and entered into this 28<sup>th</sup> day of October, 2023, by and between **Timothy Gluck**, a single person, hereinafter called "Seller", and **Martin Toth**, a single person, hereinafter called "Buyer",

### **WITNESSETH:**

**NOW, THEREFORE**, for and in consideration of the covenants and agreements herein contained, the parties hereto do hereby mutually agree as follows:

1. **SALE**. Buyer agrees to buy and Seller agrees to sell and convey by good and sufficient general warranty deed unto Buyer, the following-described real property and the improvements thereon (hereafter referred to as "the premises") located at 338 West 15<sup>th</sup> Street, Junction City, Geary County, Kansas, to-wit:

The West Fifty-five feet (55') of Lot Six (6) in the Replat of Lots Eleven (11), Twelve (12), Thirteen (13), Fourteen (14) and Fifteen (15), Block Twenty-five (25), Railroad Addition to Junction City, Kansas, as recorded in Plat Book "A", Page 56, in the office of the Register of Deeds, Geary County, Kansas, commonly known as 338 West 15<sup>th</sup> Street in Junction City, Kansas, subject to easements, reservations and restrictions of record.

2. **PURCHASE PRICE**. The final purchase price for the premises will be the sum of delinquent taxes and unpaid Blights and mowing charges and cost for determination of descent and \$2000, and said \$2000.00 shall be paid by the Buyer to the Seller at closing through the escrow agent.

3. **DEED**. Seller shall execute and deliver to the escrow agent a General Warranty Deed, conveying the premises to Buyer, in fee simple, free and clear, of all liens and encumbrances, except for easements, reservations and restrictions of record. The escrow agent shall deliver said deed to the Buyer as hereinafter provided upon conclusion of closing.

4. **CLOSING**. Closing shall occur at such time as buyer obtains sufficient time from the city to rehabilitate the premises and a loan to finance this project. If either of said 2 , things do not occur within 6 months from the date there of, this transaction shall be terminated.

5. **TITLE**. Seller shall furnish Buyer with a commitment for a title insurance policy and an owner's title insurance policy, insuring Buyer's title in and to said real estate in the sum described in paragraph 2., in fee simple, free and clear of any and all liens, claims and encumbrances, except for easements, reservations, restrictions of record, existing zoning ordinances, possible unfiled mechanics' liens, rights of parties in possession, future taxes and special assessments.

6. **POSSESSION**. Buyer will be given possession at the conclusion of closing.

7. **TAXES**. Buyer agrees to pay all delinquent taxes and blight charges if this transaction closes.

8. **ESCROW AGENT AND DISBURSEMENT OF PAYMENTS**. The parties hereto hereby designate the Junction City Abstract & Title Company, as escrow agent of

## CONTRACT OF SALE

this agreement. The Buyer shall pay to the escrow agent all payments recited pursuant to this Contract and thereafter, the escrow agent is authorized to forward \$2000.00 to the Seller and deliver the deed to the Buyer.

9. **SELLER'S EXPENSES AND BUYER'S EXPENSES.** Buyer shall pay all expenses of this transaction.

10. **CONDITION OF PREMISES.** The Buyer acknowledges that he is purchasing the premises in its current condition, as is, with no representations, warranties or guarantees being made by the Seller, except for the Buyer's right to cancel this Contract as set out in the next paragraph.

11. **RISK OF LOSS.** Risk of loss shall remain with the Seller until the conclusion of closing. If any damage of any kind arises or occurs as a result of or from any risk, hazard or peril to the improvements on the aforescribed premises prior to closing, Buyer shall have the right to cancel this Contract by delivering written notice of cancellation to the escrow agent. All risk of loss shall pass to the Buyer upon the completion of closing.

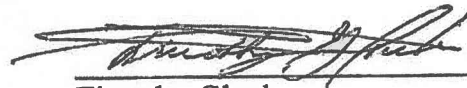
12. **DEFAULT.** Time shall be of the essence of this Contract and if Buyer fails to pay the aforesaid sums, or any of them at the time the same are due and payable, or fails to perform any other condition or term of this Contract strictly and literally at the time it should be performed, then, thereupon, the Seller shall be entitled to enforce all of his remedies, at law and/or in equity, which she has for the breach of this Contract, including, but not limited to, termination of the Contract, specific performance and/or recovery of damages suffered by Seller as a result of such breach. Failure to exercise any remedy on account of any default hereunder shall not waive Seller's right to exercise any such remedy on account of any future default.

In the event of the termination of this Contract, as herein provided, and the escrow agent is hereby authorized to and it shall redeliver to the Seller the deed and all other documents held by it in escrow. Buyer has the right to cancel this transaction without liability to seller for the reasons set forth in paragraph No. 4.

13. **BINDING EFFECT.** All covenants and agreements herein contained shall extend to and be binding upon the respective heirs, executors, administrators, devisees, trustees, successors and assigns.

**IN WITNESS WHEREOF**, said parties have hereunto set their hands the day and year first above written.

**SELLER:**

  
\_\_\_\_\_  
Timothy Gluck

**BUYER:**



**CONTRACT OF SALE**

Martin Toth  
Martin Toth

**Plan of Action**  
**338 W. 15<sup>th</sup> Street**

1. Obtain a contract from the current owner.
2. Secure the house, there is an unsecure door and some damaged windows
3. Cut trees encroaching on the house and assume yard work from city contractors
4. Upgrade electrical to breaker panel
5. Restore electrical service
6. Restore water and trash
7. Roof repair, missing shingles and possibly treat with ROOFMAX to extend life.
8. Repair or upgrade heating/cooling system

Dated this 19<sup>th</sup> day of September, 2023

\_\_\_\_\_  
Martin Toth

## Brown, Sarah

---

**From:** Brown, Sarah  
**Sent:** Monday, January 29, 2024 8:26 AM  
**To:** Martin Toth  
**Subject:** RE: [External - Email] 338 W 15th St permit situation

Good morning Mr. Toth, and Happy New Year!

We are to give the City Commissioners an update on 338 W 15<sup>th</sup> St February 6, 2024.

Do you know when you are to take ownership of the property?

A permit is required for the items that were on your Plan of Action. A reminder, however, the plan of action will need to include Siding, Facia and Soffit Boards; the doors and windows will need to be made weather tight, to include the framing.

As of right now, I don't see much of an update to give, can you give me any information?

Thank you,

**Sarah Brown**, Code Enforcement Officer  
**City of Junction City**  
**Building & Code Enforcement**  
P: 785-238-3103 ext 178  
F: 785-210-1904

[www.junctioncity-ks.gov](http://www.junctioncity-ks.gov)



---

**From:** Martin Toth <martin.q.toth@gmail.com>  
**Sent:** Monday, January 29, 2024 8:12 AM  
**To:** Brown, Sarah <sarah.brown@jcks.com>  
**Subject:** [External - Email] 338 W 15th St permit situation

"NOTICE: This email originated from outside our organization. DO NOT CLICK on any links or attachments unless you are expecting the content and know that it is safe."

Good Morning Ms. Brown,

Merry Christmas and Happy New Year.

I have been out of State visiting my parents for the last month and I intend to resume efforts on 338 W. 15th st. At this time the property is not in my name as of yet. I am considering moving into 338 W. 15th St. once it is habitable again. Some months ago we were discussing permit requirements. I was hoping we could continue that conversation at your convenience.



Very Respectfully,  
Martin Toth



Thursday, February 1, 2024 at 2:53  
PM





Thursday, February 1, 2024 at 2:53  
PM





Thursday, February 1, 2024 at 2:53  
PM





Thursday, February 1, 2024 at 2:53  
PM





Thursday, February 1, 2024 at 2:54  
PM





Thursday, February 1, 2024 at 2:54  
PM





Thursday, February 1, 2024 at 2:54  
PM





Thursday, February 1, 2024 at 2:54  
PM





Thursday, February 1, 2024 at 2:54 PM





Thursday, February 1, 2024 at 2:55 PM





Thursday, February 1, 2024 at 2:55 PM

338





Thursday, February 1, 2024 at 2:56 PM





Thursday, February 1, 2024 at 2:56  
PM





Thursday, February 1, 2024 at 2:56  
PM





Thursday, February 1, 2024 at 2:56  
PM





# City of Junction City

## City Commission

### Agenda Memo

02-06-2024

**From:** Allen J. Dinkel, City Manager  
**To:** Governing Body  
**Subject:** City Commission Meeting Procedures.

---

**Explanation of Issue:** With newly elected City Commission members there has been some questions and comments about meeting procedures. There may be more items to discuss, but here are some the Commission may wish to consider:

- 1) Public Comment Currently, this is set for a 5-minute maximum, and person must sign up before the meeting. No other comments through out the meeting are allowed by the Commission unless the agenda item had a presenter.
- 2) Commission and staff reports- Presently at the end of each meeting.
- 3) Consent Agenda- There has been a request to include gross salaries for each employee. Even those are a public record and available under Kansas Open Records Act, many employees have a concern and could impact employee morale if included each meeting. This is up to the Commission to decide. Never the less, anyone can make an Open Records request anytime.
- 4) Agenda Items that have been previously considered at a meeting. I have always followed the guideline, that when an item is discussed and addressed by the City Commission, is not on the agenda in the future until the entire Commission requests it. Backyard chickens are the best example. We get requests from the public for the Commission to reconsider on an annual basis. We instruct them to make public comments and then the Commissions can request addition to a future agenda.



- 5) Agendas- These are made available on the Friday prior to a Commission meeting at the latest. The agenda is very seldom amended unless there is a "minor" item that must be addressed immediately. I have always followed the practice that everyone should have equal access to all information. I refrain to wanting to add items as someone may see the agenda on Friday and then make plans and then the item they are concerned about shows up later and they cannot.



**City of Junction City**  
**City Commission Agenda Memo**  
**February 2, 2024**

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

**To:** City Commission

**Subject:** EMS – negotiations and litigation

**Background:** There has been an ongoing discussion and debate over EMS funding between the City and County. In the beginning of January 2024, the County offered a payment of \$1,510,378.79 for FY 2023 and ~\$130,000 per month for FY 2024 until an interlocal agreement is agreed to between the two governing bodies. On January 16, 2024, the City counteroffered with the County paying the invoiced amount of \$1,549,147.32 (a \$38,768.53 difference) and a flat-rate of \$165,000 per month for FY 2024 until an interlocal is ironed out.

**Thursday, January 25, 2024 Meeting on Finance Calculations**

On or about January 25, 2024, Fire Chief Lankas, JCFD Office Manager Kelly Heindel, Finance Director Miller, and myself met with Finance Director Robison and County Counselor B. Edwards to discuss the issue. To our understanding, County Commissioner Keith Ascher asked the County staff to reach out to us. We obliged as we have met with their staff repeatedly over the months since August 2023 and onward. We discussed options and came to an understanding as to where numbers are coming from.

The whole meeting City staff continued and repeatedly noted that we did not have authority to make an agreement or offer. We continuously noted that any offer, option, alternative, et cetera would need to be brought before the City Commission.

We agreed that the numbers were the “same”. By that, we mean that wages are wages, benefits are benefits, equipment is equipment. The difference lies in the calculation concerning the application of the EMS Agreement between the two entities. Namely, how are salaries and wages split between the Fire and Ambulance/EMS budgets to then derive the County’s two-thirds.



As previously discussed, the City follows the attachments to the JCFLD Local #3307 union contract which generates an overall hourly wage based upon a firefighter's years of service and their EMT/AEMT/paramedic level. The City invoices 2/3 of the EMT or AEMT portion of the wage. The City invoices two-thirds of the paramedic's full-wage.

The County, on the other hand, has been calculating two-thirds of half (50%) of the paramedic's wage.

Concerning administration staff, the City assesses 25% of the operations chief's salary and 25% of the fire marshal's salary to EMS due to their certification requirements and duties. The City assesses 50% of the fire chief and 75% of the office manager due to their duties. The City assess 100% of the EMS/Training Chief to EMS.

Again, whenever the City assesses monies to EMS, we only invoice two-thirds of the unreimbursed cost to the County. Before we invoice the County, we collect money from the patient or their insurance carrier. We write off monies that cannot be collected per Medicare, Medicaid, or insurance. We collect bad debt from collections or setoff efforts. Then we invoice the County. **Two-thirds of unreimbursed costs for fiscal year 2023 was only 35% of the EMS expenses.**

The County staff asked us to look at if there was any play or latitude in administration salary invoicing.

### **Lawsuit Filed**

Following the meeting, we learned that the County had filed suit. Upon review of the County's Petition, they filed their lawsuit at 1:35 p.m. on Wednesday, January 24, 2024. They asked for the meeting per Commissioner Ascher at or about 4 p.m. that same day. We met on the 25<sup>th</sup>. The City was served on Friday the 26<sup>th</sup>.

The County utilized Mr. Peter Rombold from the Hoover Law Firm as the lead counsel on the lawsuit. He did reach out to me and asked if the City would acquiesce or agree to the injunction being sought to prevent the City from suspending the provision of EMS services outside of the municipal boundaries.



### **Spectrum of Options Discussed Between Staff**

I laid out three alternatives to going forward passed this disagreement of the 1967 Agreement:

1. Abolish the jointness of the EMS and go our separate ways;
2. Maintain the joint service, the City drops its mill levy, the County increases theirs, and passes the money through to the City/JCFD to administer for the purposes of EMS while the City still handles hiring, firing, equipment selection, union negotiations, et cetera; or,
3. Continue with a new interlocal agreement that both entities can live with and a clear understanding of how invoicing & payment work.

We agreed for the most part that #3, the middle option, was the most likely to be utilized. We need either a flat rate paid by the County or crystal clear formulae to be utilized. We agreed that the quality of service needs to be maintained with room for improvement as needs and expectations of EMS evolve.

**Discussion of Issue:** As it pertains to the negotiations, we could still continue on with those for a new agreement. Due to pending litigation, those need to be separate discussions. I advise that any and all discussions be funneled through me to convey to Mr. Rombold or Ms. Edwards. Any and all discussion can then become fodder for testimony at a hearing or a trial. In addition, a solo commissioner has no authority. Only the body voting with a majority can enact or disallow a policy, decision, et cetera.

As it pertains to the litigation, I want guidance as to whether we agree to the imposition of an injunction preventing the City Commission from voting to suspend provision of EMS services. At this time, I see little to no legal liability on the City if the City suspends service due to K.S.A. 75-6104(a)(4) (EMS has no special duty of care to patients; therefore, Kansas Tort Claims Act will likely apply to make City and employees not liable) and how the statute was applied in *Potts v. Board of County Commissioners of Leavenworth County*, 39 Kan.App.2d 71, 82 – 83 (2008).

As I note quite often, legal liability is distinct from political liability.

Concerning the negotiations, we could look at this in two parts. First, how do we handle the ongoing situation with the old agreement. Second, how do we handle



the upcoming agreement. Concerning the former, I strongly advise that everything go through me as the legal counsel with litigation currently pending surrounding that. On the latter, we can go forward BUT it must be separated wholly and distinctly from anything litigation-affected.

If you want, we could discuss this in executive session with the below-drafted motion:

I move that the Commission recess for an executive session for \_\_\_\_ minutes at \_\_\_\_p.m. to include the City Manager; the City Attorney; the City Finance Director; and the JCFD Fire Chief to consult with the City Attorney regarding the pending litigation in 24-CV-15 & the ongoing EMS negotiations with Geary County. 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.

However, I would recommend that any commissioner not participating in the discussion and vote(s) would need to stay outside of the executive session in light of the Attorney General Opinion 2023-10 pertaining to KOMA, Executive Sessions, and Attorney-Client Privilege.

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

1. Dealing with litigation
  - a. Agree to not suspend services
  - b. Disagree to not suspend services
  - c. Or agree to temporary injunction until case is resolved
2. Dealing with negotiations
  - a. Continue negotiations for 2024 and beyond with interlocal
    - i. Or discontinue
  - b. Set calculation method (flat-rate, formula, actual costs, et cetera)





ELECTRONICALLY FILED  
2024 Jan 26 AM 9:20  
CLERK OF THE GEARY COUNTY DISTRICT COURT  
CASE NUMBER: GE-2024-CV-000015  
PII COMPLIANT

**Court:** Geary County District Court  
**Case Number:** GE-2024-CV-000015  
**Case Title:** Board of County Commissioners of the County of  
Geary vs. City of Junction City, Kansas  
**Type:** ORD: Summons - Filer Drafted

SO ORDERED,

  
\_\_\_\_\_  
/s/ Leinora Hazel, Trial Court Clerk II

Electronically signed on 2024-01-26 09:20:55

page 1 of 2



IN THE DISTRICT COURT OF GEARY COUNTY, KANSAS  
(Pursuant to Chapter 60 of KSA)

BOARD OF COUNTY COMMISSIONERS  
OF THE COUNTY OF GEARY,

Plaintiff,

and

Case No. GE-24-CV-

CITY OF JUNCTION CITY, KANSAS,

Defendant.

SUMMONS

To: Tanmy Melton, City Clerk  
Address: City of Junction City  
700 N. Jefferson Street  
Junction City, KS 66441

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it), you must serve on the plaintiff an answer to the attached petition or a motion under K.S.A. 60-212. The answer or motion must be served on the plaintiff's attorney, or the plaintiff if plaintiff has no attorney, at the following address:

Peter Charles Rombold

Hoover, Schermerhorn, Edwards, Pinaire & Rombold

811 N. Washington, Junction City, Kansas 66441

If you fail to file an answer or motion as described above, judgment by default will be entered against you for the relief demanded in the petition. You also must file your answer or motion with the court.

If you file an answer, any related claim which you may have against the plaintiff must be stated as a counterclaim in your answer. If you fail to do so you will thereafter be barred from making such claim in any other action.

Date \_\_\_\_\_

Clerk of the District Court.

Clerk's Seal

By \_\_\_\_\_  
Deputy

PR:Geary Summons



IN THE DISTRICT COURT OF GEARY COUNTY, KANSAS  
(Pursuant to Chapter 60 of KSA)

BOARD OF COUNTY COMMISSIONERS  
OF THE COUNTY OF GEARY,

Plaintiff,

and

Case No. GE-24-CV-

CITY OF JUNCTION CITY, KANSAS,

Defendant.

PETITION FOR INJUNCTIVE AND DECLARATORY RELIEF

COMES NOW, the Board of County Commissioners of the County of Geary, by and through the Chairman of the Board of County Commissioners, and its attorneys: Hoover, Schermerhorn, Edwards, Pinaire and Rombold and for its Petition over and against the City of Junction City, Kansas for injunctive and declaratory relief states and alleges as follows:

1. The Board of County Commissioners of the County of Geary, hereafter the "County" is authorized by K.S.A. § 19-101 to sue and be sued to make all contracts and do all other acts in relation to the property and concerns of Geary County, Kansas.

2. The Defendant is the City of Junction City, authorized by K.S.A. § 12-101 to sue and be sued and who may be served with process by serving the City Clerk of City of Junction City at 700 N. Jefferson Street, Junction City, Kansas 66441.

3. Almost 56 years ago, on the 29<sup>th</sup> of May, 1967, Plaintiff and Defendant entered into a contract for a Joint Ambulance Service by means of Joint Resolution No. 443. A true and correct copy of said Resolution is attached hereto.

4. Said Resolution No. 443 did not define "ambulance service." Both parties are now providing the citizens of Junction City and Geary County, Kansas with "emergency medical service" which is much more than ambulance service ostensibly pursuant to the provisions of said Resolution No. 443.

5. A dispute has arisen between the parties about the extent to which Resolution



No. 443 allows the Defendant to expect payment from the Plaintiff for services in addition to ambulance service, which includes expenses of the Junction City Fire Department.

INJUNCTION

COMES NOW, Plaintiff and for its request for injunctive relief, incorporates by reference ¶¶ 1-5 above and further states and alleges as follows:

6. Plaintiff has offered to pay Defendant \$1,549,147.32 for service provided by the Defendant up to December 31, 2023 ostensibly pursuant to said Resolution No. 433.

7. Defendant has claimed Plaintiff has failed to make full payment for services rendered in 2023 as required by said Resolution No. 443.

8. While this disagreement has been pending, on November 21, 2023, Defendant resolved to consider suspending ambulance services to residents or to locations outside the city limits of Junction City, Kansas on January 2, 2024 unless Plaintiff satisfied its demand for full payment of its bill prior to that date.

9. Plaintiff demanded that Defendant rescind its threat to cease ambulance service. Fortunately, Defendant agreed to continue to provide ambulance service while continuing to carry on negotiations with the Plaintiff.

10. Incident to those continued negotiations, Plaintiff requested documentation from Defendant in support of its bill to Plaintiff, pursuant to the Kansas Open Records Act, but Defendant refused to provide such documentation unless Plaintiff first agreed to pay Defendant \$10,000.00 for Defendant's expense in responding to that request.

11. Negotiations with the Plaintiff and the Defendant continued despite Defendant's denial of Plaintiff's KORA request, but the parties have reached an impasse.

12. Defendant now has again threatened to suspend ambulance service. On January 16, 2024, Defendant resolved to suspend ambulance service outside of Junction City, Kansas on February 20, 2024 unless Plaintiff acceded to Defendant's demands on or before that date.

13. Defendant's threat to suspend ambulance service for a second time, is a clear and direct threat to the health and safety of residents of Geary County, Kansas whose access



to medical care, should not depend upon the construction and interpretation of a two (2) page joint resolution adopted by the parties approximately 56 years ago.

14. Furthermore, said Resolution No. 443 makes no provisions for the termination of the joint ambulance service by either party. Defendant's unilateral threat to suspend ambulance service is contrary to Defendant's agreement to provide the same as part of a joint ambulance service and constitutes a breach of that agreement.

15. At the very least, both parties, being "governing bodies" in Geary County, Kansas should make provision for Defendant's orderly withdrawal from its previous agreement to provide ambulance service outside of Junction City, Kansas while said Resolution No. 443 is still in effect; and a restraining order preventing Defendant from unilaterally suspending such service without providing Plaintiff a reasonable opportunity to provide the citizens of Geary County with an alternative service would protect the health and safety of citizens who reside outside of the city limits of Junction City, Kansas.

16. Furthermore, such a restraining order would facilitate Plaintiff's obligation to steward the County's fund and ensure that Defendant can itemize its bill to Plaintiff, and provide documentation to Plaintiff that payment of that bill is required by Resolution No. 433.

**WHEREFORE**, Plaintiff prays the Court, pursuant to K.S.A. § 60-902, enjoin Defendant from unilaterally terminating ambulance service outside of the city limits of Junction City, Kansas until the further order of the Court.

#### DECLARATORY RELIEF

**COMES NOW**, Plaintiff and for its request for declaratory relief, incorporates by reference ¶¶ 1-16 above and further states and alleges as follows:

17. In addition to its request for injunctive relief, Plaintiff requests the Court to construe Resolution No. 433, and the parties' respective rights and obligations under that resolution pursuant to K.S.A. § 60-1704.

18. Specifically, Plaintiff requests the Court to define what the parties intended to



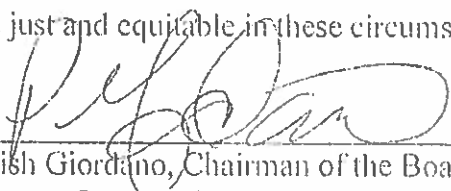
PETITION

4

provide for when they entered into a joint agreement to provide "ambulance service" on May 19, 1967.

19. Furthermore, once the Court has construed said Resolution No. 433 and defined "ambulance services", Plaintiff requests the Court pursuant to K.S.A. § 60-1703 to enforce said Resolution No. 433 as a joint obligation owed by the parties to the citizens of Geary County, Kansas, including a review by the Court of Defendant's documentation of expenses Defendant claims are payable by the Plaintiff pursuant to said resolution.

WHEREFORE, Plaintiff in addition to Plaintiff's request for a Restraining Order, Plaintiff requests the Court to construe and enforce said Resolution No. 433 and for such other and further relief which the Court determines just and equitable in these circumstances.

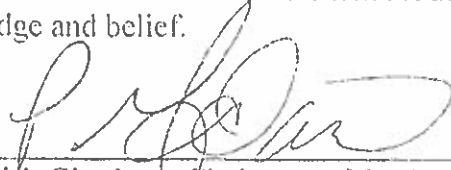
  
Trish Giordano, Chairman of the Board of  
County Commissioners of Geary County, Kansas

VERIFICATION

STATE OF KANSAS     )  
                                  ) ss:  
COUNTY OF GEARY    )

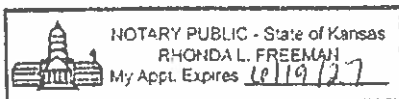
Trish Giordano, Chairman of the Board of County Commissioners of Geary County, Kansas, of lawful age and being first duly sworn upon her oath states:

I am the Chairman of the Geary County Commission and have reviewed the above and foregoing Petition and understand the same. The statements set forth in the above Petition are true and correct to the best of my knowledge and belief.

  
Trish Giordano, Chairman of the Board of  
County Commissioners of Geary County, Kansas

Subscribed and sworn to before me this 24<sup>th</sup> day of January, 2024.







PETITION

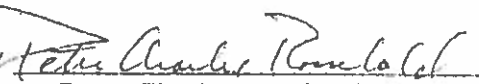
5

Notary Public

My Appointment Expires: \_\_\_\_\_

APPROVED:

HOOVER, SCHERMERHORN,  
EDWARDS, PINAIRE & ROMBOLD  
811 North Washington Street  
Junction City, KS 66441  
(785) 238-3126  
Attorneys for Plaintiff

By   
Peter Charles Rombold, #11539

CERTIFICATE OF SERVICE

To: Tammy Melton  
Clerk, City of Junction City  
700 N. Jefferson Street  
Junction City, KS 66441

I hereby certify that on the 24 day of January, 2024, the foregoing verified Petition to be hand delivered to the City Clerk of Junction City, Kansas, with an extra copy of the same being furnished directly to counsel for the City of Junction, Mr. Britian Stites at the same address on the same date.

By /s/ Peter Charles Rombold  
Peter Charles Rombold

PR:Geary,EMS,Petition



RESOLUTION NO. 443

A JOINT RESOLUTION OF THE GOVERNING BODY OF THE CITY OF JUNCTION CITY, KANSAS, SAID RESOLUTION BEING RESOLUTION NO. 443, AND THE BOARD OF COUNTY COMMISSIONERS OF GEARY COUNTY, KANSAS, ESTABLISHING A JOINT AMBULANCE SERVICE FOR THE CITY OF JUNCTION CITY, KANSAS, AND THE COUNTY OF GEARY COUNTY, KANSAS.

WHEREAS, the City of Junction City, Kansas, and the County of Geary County, Kansas recognize that the public need for ambulance service affects all citizens of the City and County; and

WHEREAS, at the present time, the County of Geary County, Kansas is prohibited by law from operating an ambulance service, but is authorized to contract for such services; and

WHEREAS, the City of Junction City, Kansas, is willing to operate an ambulance service.

NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF JUNCTION CITY, KANSAS; and

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF GEARY COUNTY, KANSAS, being assembled in regular session in the office of the County Commissioners at the Courthouse in Junction City, Kansas, on the 29 day of May, 1967:

1. That the City of Junction City, Kansas, agrees to operate an ambulance service which shall be available to all residents of Geary County, Kansas, which shall include but not be limited to the following:

(a) to employ such personnel as may be required to efficiently operate an ambulance service.

(b) to provide a location for operation of said service which shall include quarters for ambulances.

(c) to provide adequate liability and malpractice insurance for said ambulance operation.

(d) to charge such rates for ambulance service, which shall be calculated as nearly as possible to provide sufficient revenue to pay all overhead and operating expenses.

(e) to use due diligence in collecting for said ambulance service. All charges collected shall be used to pay overhead and operating expenses of such ambulance service.

(f) to keep accurate records of all receipts received and disbursements made for overhead and expenses in connection with the operation of said ambulance service and to provide monthly reports of such receipts and disbursements.

2. That the expense of acquiring ambulances, equipment and supplies for commencing such operation shall be advanced one-third by the City of Junction City, Kansas, and two-thirds by Geary County, Kansas.



3. That in the event the actual cost of the operation of said ambulance service shall exceed the actual revenues received, said cost shall be paid one-third by the City of Junction City, Kansas, and two-thirds by Geary County, Kansas. In the event that receipts for ambulance service exceed the actual expense of operation, then such surplus shall be paid one-third to the City of Junction City, Kansas, and two-thirds to Geary County, Kansas.

Adopted this 23rd day of May, 1967.

Howard L. Goad  
Howard L. Goad, Mayor

Attest:

John F. Higgins  
John F. Higgins, City Clerk

ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS OF GEARY COUNTY, KANSAS, this \_\_\_\_\_ day of \_\_\_\_\_, 1967, after due consideration of all members being present and voting as follows:

Leitch H. Ramsey yes  
Chairman

Jack Miller yes  
Commissioner

Harold B. Cook yes  
Commissioner

Dated at Junction City, Kansas, this 29 day of May, 1967.

Leitch H. Ramsey  
Chairman

Jack Miller  
Commissioner

Harold B. Cook  
Commissioner

Attest:

Harry L. Day  
County Clerk



**IN THE EIGHTH JUDICIAL DISTRICT COURT OF  
GEARY COUNTY, KANSAS  
CIVIL DIVISION**

**BOARD OF COUNTY  
COMMISSIONERS OF THE  
COUNTY OF GEARY,  
Plaintiff,**

**vs.**

**CITY OF JUNCTION CITY, KANSAS;  
Defendant.**

**2024 – CV – 15  
DFowler**

---

**DEFENDANT'S ANSWER**

The City of Junction City, Kansas, ("City") by and through Britain D. Stites, City Attorney, answers the plaintiff's petition as follows:

1. All allegations of the Petition are denied unless specifically admitted in this answer.
2. The City admits to paragraph #1.
3. The City admits to paragraph #2.
4. The City admits to paragraph #3. The City sees that the Resolution No. 443 appears to be signed and approved by the City on or about May 23, 1967 and the Board of County Commissioners of the County of Geary ("Geary") appears to have signed and approved the agreement on either May 24 or May 29, 1967. Regardless, both parties created, assented, and agreed to Resolution No. 443 ("Agreement"). The City agrees that the attached copy of the Resolution/Agreement to Plaintiff's Petition is true and correct.
5. The City denies paragraph #4. The County asserts a legal conclusion, not a factual assertion.
6. Concerning paragraph #4, the City asserts that parol evidence over the 56 years-plus since the Agreement was contracted between both parties defines "ambulance service".



7. In addition, K.S.A. 19-261 *et sequential* utilized the term “ambulance service” from 1965 through 1988 in which it was repealed. Since apparently 1981 or 1988, K.S.A. 65-6112(e) & (h) define “ambulance service” and “emergency medical service”. Emergency Medical Service encompasses ambulance services.
8. The City admits to paragraph #5 so far as there is a dispute between the City and County.
9. The City denies paragraph #5 as it pertains to services in addition to ambulance or emergency medical services.
10. The City denies paragraph #5 as it pertains to the City expecting payment from the County for Junction City Fire Department (“JCFC”) expenses.

### **INJUNCTION ANSWERS**

**COMES NOW, Defendant** City and for its answer to Plaintiff’s Petition incorporates by reference ¶¶ 1 – 10 of the Answer.

11. The City admits paragraph #6. The County’s \$1,549,147.32 contained in paragraph #6 matches what the City seeks for payment. The City sought payment for fiscal year 2023 (January through December 2023) a total payment of \$1,549,147.32. As of the filing of this Answer, the County has paid or given over checks to the City in the amount of \$1,510,378.79 with a debt of \$38,768.53. Upon receipt of \$38,768.53 for fiscal year 2023, the City will not suspend emergency medical service provision.
12. City admits paragraph #7. Beginning in or around August 2023, the County began interlineating or underpaying invoiced amounts unilaterally without assent or agreement by the City through its Commission or staff.
13. City admits paragraph #8 as the City Commission made a demand for payment in full of the monetary amount that had been billed for fiscal year 2023 from January 1, 2023 up through October 31, 2023. The City admits that the Commission voted to consider suspension of services on its next meeting, December 1, 2023. The City denies the remainder of paragraph #8.



14. City admits paragraph #9; however, the City does not possess enough evidence if what the County sought was a demand. In addition, the County submitted a check for a partial payment of the monetary amount invoiced to the County for the provision of services.
15. The City admits and denies paragraph #10 in part. The County requested data under the Kansas Open Records Act ("KORA") in its native form pursuant to *Roe v. Phillips County Hospital*, 317 Kan. 1, 8 – 9, 522 P.3d 277 (2023). Native form refers to the metadata, formulae, et cetera contained within a digital or other software-based document in contrast to a physical printout of the data without the metadata, formulae, et cetera. The data could only be produced in its native form, a .sql file, if produced by the software owner, Tyler Technology. On average, it costs nearly \$10,000 for data pulls of this variety which will produce a native form file or piece of data. In addition, the City offered in the alternative to produce a PDF or Excel Spreadsheet file at no charge containing the data without the accompanying metadata or formulae. The City never received a response of which direction the County wished to proceed.
16. The City denies paragraph #11 due to no denial of a KORA request. The City awaits a reply, acceptance, rejection, or counteroffer to its January 16, 2024 counteroffer.
17. The City admits paragraph #12 so far as the City Commission moved and approved to make a counteroffer. A part of that counteroffer is payment of fiscal year 2023-as-invoiced to be paid in full by or before February 20, 2024. This is the same request of the County since November 21, 2024.
18. City denies paragraph #13 as it is a legal conclusion and/or speculative.
19. City denies paragraph #14 as passage of a resolution can be nullified or repealed by another resolution or other vote of a governing body.
20. City denies paragraph #15 as it is a legal conclusion and/or speculation.
21. In respect to paragraph #15 of Plaintiff's Petition, the City requested payment in full of invoiced monies on or about November 21, 2023 with a soft



“deadline” of December 5, 2023 where the City Commission would consider suspension of services for insufficient payment.

22. The City did not suspend services of EMS.

23. In respect to paragraph #15, the City reasserted its request for payment in full of invoiced monies on or about January 16, 2024. As in paragraph #21, the suspension of services contemplated is in light of insufficient payment.

24. Concerning paragraph #15, the City is under obligations and duties from the Fair Labor and Standards Act (“FLSA”) to appropriately and fairly compensate employees; therefore, time worked by JCFD employees shall be compensated appropriately in terms of hours worked, wages assessed, and overtime accrued. If the money is not available due to insufficient or lack of payment, then that can affect the provision emergency medical services.

25. Concerning paragraph #15, the City strives to follow appropriate and nationally recognized Fire and Life Codes. *See Junction City Ordinance 210.130 et sequential.*<sup>1</sup> In addition, there are other national standards for the provision of emergency medical services.

26. City denies paragraph #16. Since August 2023 through the last billing for 2023, the City provided more information and itemization for invoices to the County. The County still underpays the invoiced amounts.

27. Concerning paragraph #16, the City itemized its invoices prior to this interpretation issue.

28. Concerning paragraph #16, the City and County staff acknowledge a difference in calculation of the EMS share, in contrast to JCFD budgeting, for the paramedic wages. There is little to no other difference in the financial, budgeting, and/or accounting interpretation between the two parties.

### **DEFENSES TO INJUNCTIVE RELIEF**

29. **Failure to State a Claim** per K.S.A. 60-208(c)(1) is a defense asserted.

---

<sup>1</sup> last accessed at

[https://library.municode.com/ks/junction\\_city/codes/code\\_of\\_ordinances?nodeId=COOR\\_TITIIPUHES\\_AWE\\_CH210FIPR\\_ARTIINF101LISACO](https://library.municode.com/ks/junction_city/codes/code_of_ordinances?nodeId=COOR_TITIIPUHES_AWE_CH210FIPR_ARTIINF101LISACO) on January 29, 2024



30. Concerning Failure to State a Claim, Plaintiff asserted in paragraph #6 of the Petition that it offers to pay \$1,549,147.32.
31. \$1,549,147.32 is the amount sought by the City regarding fiscal year 2023 EMS services to maintain its provision of said services per its January 16, 2024 counteroffer.
32. If the parties agree as to the amount, then the Plaintiff has no claim for relief.
33. **Accord and Satisfaction** per K.S.A. 60-208(c)(1)(A) is defense asserted.
34. The City does not claim to be satisfied by the County's payments.
35. Beginning in August 2023, the Plaintiff received invoices from the City for EMS services.
36. The City has invoiced the County-Plaintiff for years prior to 2023 concerning EMS.
37. Starting in August or September 2023, the Plaintiff paid less than the invoiced amount.
38. The City requested payment-in-full upon noting the lack of payment as invoiced.
39. Though noting an objection to the lack of full payment, the City continued to provide EMS services per the 1967 Agreement.
40. **Justification** per K.S.A. 60-208(c)(1) is a defense asserted.
41. The City only sought to consider the possibility of suspending EMS outside of the municipal limits on December 5, 2023.
42. That "deadline" was put in place on November 21, 2023.
43. November 21, 2023 was two or three months after the Plaintiff began to not pay the EMS invoices in their full amount.
44. The County continues to underpay the invoices.
45. Therefore, the City can be justified in seeking termination of services for lack of payment.
46. **Fraud/Illegality** per K.S.A. 60-208(c)(1)(H) is a defense asserted.



47. Concerning this defense, the Plaintiff unilaterally decided to alter its payments from what was invoiced.
48. The City did not take part in the August or September 2023 payment calculation of the County.
49. The Plaintiff recalculated unilaterally what it says is two-thirds per the 1967 Agreement.
50. The City has disagreed with or not consented to the County's recalculation of two-thirds under the 1967 Agreement.
51. Then upon underpayment of the invoices for EMS sent by the City, the County claims EMS cannot be suspended.
52. The County-Plaintiff seeks to violate the Agreement then continue the same services while paying less monies for them, seeking to profit from its acts.
53. **Estoppel** per K.S.A. 60-208(c)(1)(F) is a defense asserted.
54. City incorporates paragraphs #39 through #44 of the Answer for estoppel.

**WHEREFORE**, the City asks the Court to deny Plaintiff's petition for injunctive relief.

#### **DECLARATORY RELIEF ANSWERS**

**COMES NOW**, Defendant City and for its answer to Plaintiff's Petition incorporates by reference ¶¶ 1 – 54 of the Answer.

55. City neither admits nor denies paragraph #17 of the Petition due to it being a legal conclusion or request.
56. City denies paragraph #18 as the Court defining "ambulance service" in the context of Resolution No. 433 without parol evidence considered would be skipping basic contract interpretation guidance provided by the Kansas Supreme Court.
57. City denies paragraph #19 as it is a legal request.
58. City denies paragraph #19 as the judicial review enmeshes the Court with the political question of the parties being governing bodies and overreaches the authority granted to the Court under K.S.A. 60-1704.



### **DECLARATORY RELIEF DEFENSES**

59. The City incorporates and references herein all defenses asserted in the Answer beginning at paragraph #29 through 54.

**WHEREFORE**, the City asks the Court to enter an order or judgment:

- 1) Dismissing the instant matter; and/or,
- 2) Denying injunctive relief; and/or,
- 3) Declaring declaratory relief instructing the County to utilize the financial/budgeting/accounting interpretation already utilized by the City and previous iterations of Boards of County Commission for Geary County; and,
- 4) Any other just and equitable relief as determined by the Court.



Allen J. Dinkel  
City Manager  
City of Junction City, KS



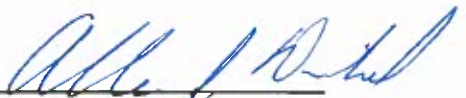


**VERIFICATION**

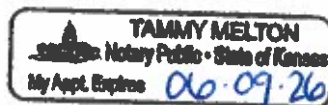
STATE OF KANSAS     )  
                                  ) ss:  
COUNTY OF GEARY    )

Allen J. Dinkel, City Manager of the City of Junction City, Kansas, of lawful age and being first duly sworn upon his oath states:

I am the city manager of the City of Junction City, Kansas, and having reviewed the above and foregoing Petition and understand the same. The statements set forth in the above Answer are true and correct to the best of my knowledge and belief.

  
\_\_\_\_\_  
Allen J. Dinkel  
City Manager  
City of Junction City, KS

Subscribed and sworn to before me this 2<sup>nd</sup> day of February \_\_, 2024.



  
\_\_\_\_\_  
Tammy Melton, City Clerk  
Respectfully Submitted,

/s/ Britain D. Stites  
Britain D. Stites, #24661  
City Attorney  
City of Junction City, KS  
700 N. Jefferson St  
PO Box 287  
Junction City, KS 66441  
P: (785) 238-0804  
[britain.stites@jcks.com](mailto:britain.stites@jcks.com)



**CERTIFICATE OF SERVICE**

The undersigned certifies that on the 2nd day of February, 2024, he filed with this pleading with the clerk of the court and that a true & accurate copy was delivered via mail, email, or fax to the pro se plaintiff and a chamber copy was provided to the Honorable Lee Fowler.

/s/ Britain D. Stites  
Britain D. Stites, #24661  
City Attorney

Peter C. Rombold, #11539  
Attorney for Plaintiff  
Hoover, Schermerhorn, Edwards, Pinaire, & Rombold  
811 N. Washington St  
Junction City, KS 66441  
(785) 238-3126  
rombold@hooverlawfirm.com







**IN THE EIGHTH JUDICIAL DISTRICT COURT OF  
GEARY COUNTY, KANSAS  
CIVIL DIVISION**

**BOARD OF COUNTY  
COMMISSIONERS OF THE  
COUNTY OF GEARY,  
Plaintiff,**

**vs.**

**CITY OF JUNCTION CITY, KANSAS;  
Defendant.**

**2024 – CV – 15  
DFowler**

**DEFENDANT’S COUNTERCLAIM**

The City of Junction City, Kansas, (“City”) by and through Britain D. Stites, City Attorney, counterclaims against the Plaintiff as follows:

**FACTUAL BACKGROUND**

1. In 1967, the City and the Board of County Commissioners of Geary County, Kansas, established an Agreement via Resolution No. 443 for the provision of ambulance services within the City and County (outside the incorporated area of the City of Junction City).
2. This is the same attachment/exhibit submitted with Plaintiff’s Petition.
3. That same Agreement has stayed in effect since 1967.
4. It contemplates that the County shall pay two-thirds of expenses for ambulances, equipment, supplies, operation, et cetera beyond the revenues received from the operation of such service.
5. It contemplates that the City shall pay one-third of expenses for ambulances, equipment, supplies, operation, et cetera beyond the revenues received from the operation of such service.
6. The parties agreed that the City shall operate the service.
7. In operating the service, the City was to “employ such personnel as may be required to efficiently operate an ambulance service”.



8. The parties agreed that the service shall be available to all residents of Geary County.
9. Since 1967 ambulance services evolved.
10. Originally, the ambulance would be staffed an orderly or two, who were driven by a firefighter.
11. Then at some point, the Junction City Fire Department became a dual-role department. Firefighters obtained emergency medical technician (“EMT”), advanced emergency medical technician (“AEMT”), or paramedic (“Paramedic”) certifications or licenses.
12. These EMTs, AEMTS, or Paramedics fight fires, provide rescue operations, and provided ambulance or emergency medical services (“EMS”) at any time.
13. Per the Fair Labor Standards Act, City employees within the JCFD, aside from administration, are “engaged to wait”.
14. In 1988, the State of Kansas repealed the ambulance service language from chapter 19 of the Kansas Statutes Annotated which detailed and covered the provision of “ambulance service”. K.S.A. 19-261 *et sequential* along with a few other statutes.
15. In or about 1981, the State of Kansas promulgated the Emergency Medical Services Act. K.S.A. 65-6101 *et sequential*.
16. In its 1981 legislation, the State defined “ambulance service” and “emergency medical service”. K.S.A. 65-6112(e) and (g).
17. By or before 1994, the City switched from “just” an ambulance service to a EMS, dual-role firefighters as mentioned in paragraph #11 above.
18. The County raised no issue at that time.
19. The City invoiced JCFD employee wages based on which EMT, AEMT, or Paramedic was assigned to the EMS on a particular day.
20. Eventually, the City negotiated with its local firefighter union to split wage calculations between firefighter then EMT, AEMT, or paramedic. The wages total to one amount hourly wage; however, the calculation differs based upon EMS-related certification, years-worked, and other qualification factors.



21. In the City's budget, JCFD and EMS are separate.
22. The firefighter portion of employee wages are expenses only for the JCFD fire department budget.
23. The EMT or AEMT portions of the wages are expenses only for the JCFD EMS or ambulance budget.
24. As of the filing of this Counterclaim, paramedics are submitted wholly, 100%, to the EMS/ambulance budget.
25. Before assessing the two-thirds invoice to the County, the City implements section three (3) of the Agreement.
26. The City subtracts monies collected for EMS or ambulance services provided to patients.
27. The City writes off monies not to be collected per Medicare, Medicaid, insurance, or otherwise.
28. The City subtracts monies collected through debt collection or setoff efforts.
29. In fiscal year 2023, the County's two-thirds obligation per the 1967 Agreement was approximately 35% of the revenue required to run the EMS/ambulance service.
30. In or about August or September 2023, the County-Plaintiff underpaid an invoice sent.
31. Up to the date of this filing, the County has yet to fully pay the City for the invoices sent to the County for EMS provided throughout Fiscal Year 2023.
32. The amount invoiced for FY 2023 is \$1,549,147.32.
33. In the Plaintiff's Petition, the County offered the payment of \$1,549,147.32.
34. Up to the date of this filing, the County has paid or offered checks in the amount of \$1,510,378.79.
35. The County still owes \$38,768.53 per the invoices covering FY 2023.
36. The City asked, requested, demanded, et cetera the County pay the full amount invoiced based upon past invoicing and payment practices.
37. The County has not paid the full invoiced amount for FY 2023.



38. The City made a request on November 21, 2023 for the County pay in full the amount invoiced for Fiscal Year 2023 covering January 1 through October 31, 2023.
39. If that amount was not paid in full by December 5, 2023, then the City Commission noted it would consider whether or not to suspend EMS outside the City limits on December 5, 2023.
40. The City did not suspend EMS on December 5, 2023.
41. On January 16, 2024, fiscal year 2023 as invoiced had not been paid in full by the County.
42. On January 16, 2024, the City Commission made a counteroffer for Fiscal Year 2023. City Commission moved to look at suspension of EMS on February 20, 2024 if FY is not paid in full.

#### **PROCEDURAL BACKGROUND**

43. The County filed its Petition Wednesday, January 24, 2024 at 1:35 p.m.
44. The County informed the City of the possibly of the Petition Thursday, January 25, 2024.
45. The County requested a meeting to be scheduled to negotiate the contract interpretation via correspondence sent on or around 4 p.m. on Wednesday, January 24, 2024.

#### **COUNT I – BREACH OF CONTRACT**

46. The City incorporates paragraphs #1 through #45 of the Counterclaim and alleges as follows:
47. The Agreement in section 2 states that the County shall pay two-thirds of the cost for operation of an ambulance service.
48. Section 3 of the Agreement takes into account that if the “actual cost of the operation of said ambulance service shall exceed the actual revenues received, said cost shall be paid one-third by the City of Junction City, Kansas, and two-thirds by Geary County, Kansas.”
49. Whenever the City bills or invoices the County for two-thirds of costs, the City does so for the unreimbursed costs of operation.



50. When EMS evolved from Ambulance Service, the County continued to pay two-thirds.
51. The current method of billing and invoicing has been done by the City since 2018, if not before.
52. All firefighters and firefighter administration, aside from the office manager, are required to maintain an EMT, AEMT, or paramedic license.
53. In the billing and invoicing referred to in paragraph #49, the City calculated two-thirds of equipment, supplies, and other non-wages.
54. In the billing and invoicing referred to in paragraph #49, the City calculated two-thirds of the EMS portion of JCFD employee wages and benefits.
55. For EMT and AEMT licensed firefighters, the City invoiced two-thirds of their EMT or AEMT wages to the County. It did not include the firefighter portion of the employees' wages.
56. The wages invoiced in paragraph #52 includes income taxes, FICA, retirement (KP&F), insurance, and other related ancillary income charges.
57. For paramedic licensed firefighters, the City invoiced two-thirds of their total wages and ancillary income-related charges similar to those in paragraph #53 to the County.
58. The City bills two-thirds of twenty-five percent (25%) salaries and income-related charges of the Fire Operations Chief and Fire Marshal to the County.
59. The City bills two-thirds of fifty percent (50%) salaries and income-related charges of the Fire Chief to the County.
60. The City bills two-thirds of seventy-five percent (75%) of the wages and income-related charges of the Office Manager to the County.
61. The Office Manager manages, accounts, and otherwise processes payment of ambulance debts, credits, and other revenue, expenses, or contrarevenue.
62. The City bills two-thirds of one hundred percent (100%) of the salary and other income-related charges of the EMS/Training Chief to the County.
63. The Plaintiff levied \$1,757,147 in taxes and/or budget authority for Fiscal Year 2023 for EMS.



64. The City invoiced \$1,549,147.32 to the County for its share of the EMS budget.

65. As of the date of filing, the County has not paid the City the full amount invoiced as set forth in paragraph #64.

66. **WHEREUPON**, the City asks the Court for the following:

- a. to find the County in breach of contract;
- b. to order the County to pay the City the remaining amount owed for Fiscal Year 2023: \$38,768.53; and/or,
- c. to find any other just, equitable, and/or appropriate relief for this matter.

**WHEREFORE**, the City asks the Court to enter an order or judgment:

- 1) Dismissing the Plaintiff's Petition; and/or,
- 2) Denying injunctive relief; and/or,
- 3) Declaring declaratory relief instructing the County to utilize the financial/budgeting/accounting interpretation already utilized by the City and previous iterations of Boards of County Commission for Geary County; and,
- 4) Any other just and equitable relief as determined by the Court.

  
Allen J. Dinkel  
City Manager  
City of Junction City, KS



## VERIFICATION

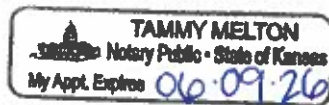
STATE OF KANSAS )  
 ) ss:  
COUNTY OF GEARY )

Allen J. Dinkel, City Manager of the City of Junction City, Kansas, of lawful age and being first duly sworn upon his oath states:

I am the city manager of the City of Junction City, Kansas, and having reviewed the above and foregoing Petition and understand the same. The statements set forth in the above Answer are true and correct to the best of my knowledge and belief.

  
Allen J. Dinkel  
City Manager  
City of Junction City, KS

Subscribed and sworn to before me this 2nd day of February \_\_, 2024.



Tammy Melton  
Tammy Melton  
Respectfully Submitted,

/s/ Britain D. Stites  
Britain D. Stites, #24661  
City Attorney  
City of Junction City, KS  
700 N. Jefferson St  
PO Box 287  
Junction City, KS 66441  
P: (785) 238-0804  
[britain.stites@jcks.com](mailto:britain.stites@jcks.com)



### **CERTIFICATE OF SERVICE**

The undersigned certifies that on the 2nd day of February, 2024, he filed with this pleading with the clerk of the court and that a true & accurate copy was delivered via mail, email, or fax to the pro se plaintiff and a chamber copy was provided to the Honorable Lee Fowler.

/s/ Britain D. Stites  
Britain D. Stites, #24661  
City Attorney

Peter C. Rombold, #11539  
Attorney for Plaintiff  
Hoover, Schermerhorn, Edwards, Pinaire, & Rombold  
811 N. Washington St  
Junction City, KS 66441  
(785) 238-3126  
rombold@hooverlawfirm.com

FILED  
CLERK OF DISTRICT COURT  
JUNCTION CITY, KANSAS  
FEB 2 2024



**City of Junction City**  
**City Commission Agenda Memo**  
**February 2, 2024**

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

**To:** City Commission

**Subject:** GIS and Addressing – negotiations and litigation

**Background:** On or about January 22, 2024, the County cutoff City access to the Pictometry software utilized by Building & Codes and other parts of the City staff. It was software utilized by the City prior to the MPC dissolution last year at the County's behest. We still had access but no formal agreement or MoU.

**Discussion of Issue:** I received a proposal for access to County GIS and other services from County Counselor Betsy Edwards. They ask the City to pay \$27,878.40 for addressing services and access to the pictometry. It is based on 80 hours of the GIS director's pay stub and the total cost of the software in proportion to the City's share of the County's total population. In addition, we could not share access with a third-party (such as GovBuilt).

First, this price seems extremely high for the services sought. Mr. Germann has been seeking price quotes or other service alternatives to see if this is reasonable or not. Second, City ordinance 590.490 assigns addressing to the Code Administrator. Per ordinance the Code Administrator is one and the same with the Fire Chief. Third, this seems to overly tax City taxpayers. They pay County taxes but then the County charges the City 100% for the City's population. Double taxation.

**Recommendation:** I recommend that we await for evaluation by Mr. Germann and other staff before making a final decision.

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

1. Approve
2. Counteroffer
3. disapprove



CONTRACT FOR PROFESSIONAL SERVICES and SOFTWARE ACCESS

between

GEARY COUNTY , KANSAS

And

JUNCTION CITY, KANSAS

This Contract is made and entered Into this \_\_\_\_\_th day of January, 2024,

by and between

THE Board of Geary County Commissioners, Geary County, KANSAS, a municipal corporation of the State of Kansas, having its principal, place of business at 200 E. 8<sup>th</sup> Street, Junction City, Kansas, 66441, hereinafter referred to as 'COUNTY', and

The City Commission of Junction City, Kansas, a municipal corporation of the State of Kansas, having its principal, place of business at 700 N. Jefferson, Junction City, Kansas, hereinafter referred to as "CITY."

WITNESSETH:

WHEREAS, the COUNTY is authorized by law to enter into contracts for professional services; and

WHEREAS, COUNTY operates a GIS office; and

WHEREAS, COUNTY maintains certain software and mapping subscriptions and technological capabilities to perform the statutory duties required of a GIS office; and

WHEREAS, the COUNTY and CITY dissolved the Metropolitan Planning Commission effective October 2023 and no longer share duties and responsibilities; and

WHEREAS, the CITY has expressed a desire that the County's GIS office provide "addressing services" to CITY; and

WHEREAS, the CITY expressed it wishes to pay a yearly fee to COUNTY for access to COUNTY'S mapping subscriptions and compensate the related equipment, programs and services to provide the same;

NOW, THEREFORE, the parties hereto agree as follows:



**COUNTY AGREES:**

- 1) County shall allow City to access their "Pictometry" accounts or a similar program if the County elects to utilize a different provider;
- 2) County shall maintain a mapping software such as "ESRI" or similar program as well as any storage necessary to effectively utilize the same;
- 3) County shall provide professional addressing service to the City as necessary through their GIS office.
- 4) County acknowledges that "Pictometry" imagery is collected every few years and agrees to meet with City to discuss the cost to the County and negotiate any new pricing prior to January 1<sup>st</sup> of each year.

**CITY AGREES:**

- 1) City shall make a payment \$27,878.40 no later than February 1, 2024 and shall cover service through December 31, 2024.
- 2) City shall participate yearly in setting the price for the professional services and shared subscriptions prior to January.
- 3) City shall not assign or share any access with any party not of this Contract.

**TERMINATION:**

Either party may terminate this Agreement by giving written notice no later than December 1. Failure to give notice by December 1 will result in the auto-renewal contract and the price attached to the contract shall be computed by County as follows:

80 hours of the GIS Director's time(calculated according to the most recent pay stub)

+ (PLUS)

the TOTAL cost of required software and associated costs (storage, cloud storage, etc.) multiplied by the city's percentage of county population according to the most recent census reports.

= (EQUALS)

THE TOTAL OWED BY CITY FOR THE UPCOMING CALENDAR YEAR.



**TERM:**

This agreement shall run according to the calendar year.

**Governing Law:**

The parties further agree that this Agreement shall be interpreted under the laws of the State of Kansas and appropriate venue is the District Court of Geary County, Kansas.

**Construction:**

It is acknowledged that each of the Parties participated in drafting this Agreement. The Parties agree that ambiguities in an agreement are not to be construed against the drafter.

**Severability Clause:**

Should any provision of this Agreement be determined to be void, invalid, unenforceable or illegal for whatever reason, such provision(s) shall be null and void; provided, however, that the remaining provisions of this Agreement shall be unaffected thereby and shall continue to be valid and enforceable.

**CITY OF JUNCTION CITY, KANSAS**

By \_\_\_\_\_  
**Pat Landes, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Clerk of the City of Junction City, Kansas**

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

By \_\_\_\_\_  
**TRISH GIORDANO, Chairman**

By \_\_\_\_\_  
**KEITH ASCHER, Commissioner**



By \_\_\_\_\_  
**ALEX TYSON, Commissioner**

**ATTEST:**

\_\_\_\_\_  
DATED  
**COURTNEY GILBERT, County Clerk**



**City of Junction City**  
**City Commission Agenda Memo**  
**February 2, 2024**

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

**To:** City Commission

**Subject:** Drainage Easement by Golf Course

**Background:** The County is seeking a drainage easement by the golf course. It is working on the road by the golf course on its county road. However, given the land was transferred to the City by the federal government we need to go through several hoops to grant the easement to the County.

**Discussion of Issue:** The road needs to be done. The federal government requires that we assess a fair market value for the easement. We cannot take the infamous “\$1 and consideration” per federal regulations. The offer is ~\$1,000. I am tracking down the document with the exact value.

**Recommendation:** I recommend that you allow the City to accept the offer and grant the permanent drainage easement for no less than \$1,000 and allow City staff to execute and set firm the documents required by the federal government.

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

1. Move to accept offer
2. Move to deny offer



## Federal Lands to Parks ENVIRONMENTAL SCREENING FORM (ESF)

Your responses will support the decision to either categorically exclude your proposal from further NEPA review, or to proceed with an EA or an EIS. The environmental information gathered for the ESF will identify resource topics and issues for an EA or EIS, if required.

Park Name: Rolling Meadows Golf Course - City of Junction City, KS

Former Federal Property Name: Milford Dam - U.S. Army Corps of Engineers

GSA Control №: \_\_\_\_\_

Project description. If this is for a land exchange, include justification/need for the exchange and description of efforts to consider all practical alternatives and why they were rejected. (please attach maps):

The following two sections must be completed: A. Impacts to Environmental Resources and B. Mandatory Criteria.

In Section A, for each environmental resource topic below, choose an impact estimate label (none, negligible, minor, moderate, major) that describes the degree of potential negative impact that may occur directly, indirectly and cumulatively as a result of federal approval of your proposal. These impact labels should be used to estimate specific impact levels on each separate resource and must be accompanied with a brief explanation of what specifically about that resource might be affected, how the impact level was determined, and why the chosen label is appropriate. If an environmental review has already been conducted on your proposal and it includes planned mitigation, explain this for each applicable resource. If the resource does not apply, then mark NA in the first column. You are encouraged to add relevant resources (see #22) if not included in this list.

Section B presents a list of mandatory impact criteria that preclude the use of categorical exclusions. If you answer “yes” or “maybe” for any of the mandatory criteria, you must proceed to develop an EA or EIS regardless of your answers in Section A.

**Note for land exchange proposals:** please fill out a separate screening form for each property (the exchange property and the replacement property). For the property to be exchanged the potential impact assessment is for the removal of public park and recreation covenants only – do not evaluate the potential impacts from subsequent non-recreation development and uses. Potential impacts should be considered for the recreational utility of the park remainder, if any. For the replacement land the assessment should consider the potential impacts of park development and public recreational use on the site.

If the proposal is determined to have no environmental effect (checked "no"), the project may qualify for a categorical exclusion (CE) from further environmental review. Review the applicable categorical exclusion identified in the attached listing. Identify the most appropriate CE which may exempt the proposed project from further environmental review. NPS is ultimately responsible for determining if the project qualifies for any recommended CE. If all elements of the proposed project do not conform to the identified CEs, an Environmental Assessment (EA) must be prepared on the project. Prior environmental reviews prepared for compliance with state environmental review requirements may satisfy EA requirements. Enclose copies of such environmental review reports, including decision documents and evidence of public involvement with this form.



| <b>A. IMPACTS TO ENVIRONMENTAL RESOURCES</b>                                                                                                                                                                       | <b>None/NA</b> | <b>Negligible</b> | <b>Minor</b> | <b>Moderate EA/EIS required</b> | <b>Major EA/EIS required</b> | <b>More Data Needed to Determine</b> |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|-------------------|--------------|---------------------------------|------------------------------|--------------------------------------|
| <b>1. Geological resources: soils, bedrock, slopes, streambeds, landforms, etc.</b><br><i>Explain:</i>                                                                                                             |                | X                 |              |                                 |                              |                                      |
| <b>2. Air quality</b><br><i>Explain:</i>                                                                                                                                                                           | X              |                   |              |                                 |                              |                                      |
| <b>3. Sound (noise impacts)</b><br><i>Explain:</i>                                                                                                                                                                 | X              |                   |              |                                 |                              |                                      |
| <b>4. Water quality/quantity</b><br><i>Explain:</i>                                                                                                                                                                | X              |                   |              |                                 |                              |                                      |
| <b>5. Stream flow characteristics</b><br><i>Explain:</i>                                                                                                                                                           |                | X                 |              |                                 |                              |                                      |
| <b>6. Marine/estuarine</b><br><i>Explain:</i>                                                                                                                                                                      | X              |                   |              |                                 |                              |                                      |
| <b>7. Floodplains/wetlands</b><br><i>Explain:</i>                                                                                                                                                                  | X              |                   |              |                                 |                              |                                      |
| <b>8. Land use/ownership patterns; property values; community livability</b><br><i>Explain:</i>                                                                                                                    | X              |                   |              |                                 |                              |                                      |
| <b>9. Circulation, transportation</b><br><i>Explain:</i>                                                                                                                                                           | X              |                   |              |                                 |                              |                                      |
| <b>10. Plant/animal/fish species of special concern and habitat; state/federal listed or proposed for listing</b><br><i>Explain:</i>                                                                               | X              |                   |              |                                 |                              |                                      |
| <b>11. Unique ecosystems, such as biosphere reserves, World Heritage sites, old growth forests, etc.</b><br><i>Explain:</i>                                                                                        | X              |                   |              |                                 |                              |                                      |
| <b>12. Unique or important wildlife/habitat</b><br><i>Explain:</i>                                                                                                                                                 | X              |                   |              |                                 |                              |                                      |
| <b>13. Unique or important fish/ habitat</b><br><i>Explain:</i>                                                                                                                                                    | X              |                   |              |                                 |                              |                                      |
| <b>14. Introduce or promote invasive species (plant or animal)</b><br><i>Explain:</i>                                                                                                                              | X              |                   |              |                                 |                              |                                      |
| <b>15. Recreation resources, including parks, open space, conservation areas, rec. trails, facilities, services, opportunities, public access, etc. (Most conversions exceed minor impacts)</b><br><i>Explain:</i> | X              |                   |              |                                 |                              |                                      |
| <b>16. Accessibility by populations with disabilities.</b>                                                                                                                                                         | X              |                   |              |                                 |                              |                                      |
| <b>17. Overall aesthetics, special characteristics/features</b><br><i>Explain:</i>                                                                                                                                 | X              |                   |              |                                 |                              |                                      |
| <b>18. Historical/cultural resources, including landscapes, ethnographic resources, viewsheds, etc.</b><br><i>Explain:</i>                                                                                         | X              |                   |              |                                 |                              |                                      |



| <b>A. IMPACTS TO ENVIRONMENTAL RESOURCES</b>                                                                                | <b>None/ NA</b> | <b>Negligible</b> | <b>Minor</b> | <b>Moderate EA/EIS required</b> | <b>Major EA/EIS required</b> | <b>More Data Needed to Determine</b> |
|-----------------------------------------------------------------------------------------------------------------------------|-----------------|-------------------|--------------|---------------------------------|------------------------------|--------------------------------------|
| <b>19. Socioeconomics, including employment, occupation, income changes, tax base, infrastructure</b><br><i>Explain:</i>    | X               |                   |              |                                 |                              |                                      |
| <b>20. Minority and low-income populations</b><br><i>Explain:</i>                                                           | X               |                   |              |                                 |                              |                                      |
| <b>21. Energy resources (geothermal, fossil fuels, etc.)</b><br><i>Explain:</i>                                             | X               |                   |              |                                 |                              |                                      |
| <b>22. Other agency or tribal land use plans or policies</b><br><i>Explain:</i>                                             | X               |                   |              |                                 |                              |                                      |
| <b>23. Other important environmental resources associated with the proposal that should be addressed</b><br><i>Explain:</i> | X               |                   |              |                                 |                              |                                      |

| <b>B. MANDATORY CRITERIA</b><br><b>If your FLP proposal is approved, would it...</b>                                                                                                                                                                                                                                                                                                                                                                                    | <b>Yes</b> | <b>No</b> | <b>Maybe (need more data)</b> |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|-----------|-------------------------------|
| <b>1. Have significant impacts on public health or safety?</b><br><i>Explain:</i>                                                                                                                                                                                                                                                                                                                                                                                       |            | X         |                               |
| <b>2. Have significant impacts on such natural resources and unique geographic characteristics as historic or cultural resources; park, recreation, or refuge lands, wilderness areas; wild or scenic rivers; national natural landmarks, sole or principal drinking water aquifers; prime farmlands; wetlands (E.O. 11990); floodplains (E.O 11988); national monuments; migratory birds; and other ecologically significant or critical areas.</b><br><i>Explain:</i> |            | X         |                               |
| <b>3. Have highly controversial environmental effects or involve unresolved conflicts concerning alternative uses of available resources [NEPA section 102(2)(E)]?</b><br><i>Explain:</i>                                                                                                                                                                                                                                                                               |            | X         |                               |
| <b>4. Have highly uncertain and potentially significant environmental effects or involve unique or unknown environmental risks?</b><br><i>Explain:</i>                                                                                                                                                                                                                                                                                                                  |            | X         |                               |
| <b>5. Establish a precedent for future action or represent a decision in principle about future actions with potentially significant environmental effects?</b><br><i>Explain:</i>                                                                                                                                                                                                                                                                                      |            | X         |                               |
| <b>6. Have a direct relationship to other actions with individually insignificant, but cumulatively significant, environmental effects?</b><br><i>Explain:</i>                                                                                                                                                                                                                                                                                                          |            | X         |                               |
| <b>7. Have significant impacts on properties listed or eligible for listing on the National Register of Historic Places, as determined by either the bureau or office.(Attach SHPO Comments)</b><br><i>Explain:</i>                                                                                                                                                                                                                                                     |            | X         |                               |
| <b>8. Have significant impacts on species listed or proposed to be listed on the List of Endangered or Threatened Species, or have significant impacts on designated Critical Habitat for these species.</b><br><i>Explain:</i>                                                                                                                                                                                                                                         |            | X         |                               |



| <b>B. MANDATORY CRITERIA</b><br><b>If your FLP proposal is approved, would it...</b>                                                                                                                                                                                                                                                   | <b>Yes</b> | <b>No</b> | <b>Maybe</b><br><b>(need more data)</b> |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|-----------|-----------------------------------------|
| <b>9. Violate a federal law, or a state, local, or tribal law or requirement imposed for the protection of the environment?</b><br><i>Explain:</i>                                                                                                                                                                                     |            | X         |                                         |
| <b>10. Have a disproportionately high and adverse effect on low income or minority populations (Executive Order 12898)?</b><br><i>Explain:</i>                                                                                                                                                                                         |            | X         |                                         |
| <b>11. Limit access to access to and ceremonial use of Indian sacred sites on federal lands by Indian religious practitioners or significantly adversely affect the physical integrity of such sacred sites (Executive Order 13007)?</b><br><i>Explain:</i>                                                                            |            | X         |                                         |
| <b>12. Contribute to the introduction, continued existence, or spread of noxious weeds or non-native invasive species known to occur in the area, or actions that may promote the introduction, growth, or expansion of the range of such species (Federal Noxious Weed Control Act and Executive Order 13112)?</b><br><i>Explain:</i> |            | X         |                                         |
| <b>13. Involve land that has a history of contamination/hazardous materials, even if remediated?</b><br><i>Explain:</i>                                                                                                                                                                                                                |            | X         |                                         |

### Environmental Reviewers

The following individual(s) provided input in the preparation of the environmental screening form. List all reviewers including name, title, agency, field of expertise. Keep all environmental review records and data on this proposal in compliance file for any future program review and/or audit.

- 1.
- 2.
- 3.

The following individuals conducted a site inspection to verify field conditions. List name of inspector(s), title, agency, and date(s) of inspection.

- 1.
- 2.
- 3.

Comments:



## Project Sponsor Certification

I certify that a site inspection was conducted for each site involved in this proposal and to the best of my knowledge, the information provided in the FLP Application and this Environmental Screening Form is accurate based on available resource data.

\_\_\_\_\_  
**Sponsor Original Signature**

01/30/2024

\_\_\_\_\_  
**Date**

Corwin Trump, Public Works Administrator - Geary County Public Works

\_\_\_\_\_  
**Type Name, Title, Agency**

*Form revised May 2012; based on LWCF PD/ESF and NPS D.O. 12 rev. 6/2004.*



## Categorical Exclusions

### Applicable to the Federal Lands to Parks Program

#### A. Land Acquisition and Conversions

1. Grants for acquisition of areas that will continue in the same use or lower density use with no additional disturbance to the natural setting or type. (3.4.F(2))
2. Land Acquisition, within established boundaries, if future anticipated uses would have no potential for environmental impact. (3.4.C(1))
3. Land exchanges that will not lead to anticipated changes in the use of land and no potential for environmental impact. (3.4.C(2))

#### B. Park Renovation, Rehabilitation, or Replacement of Existing Facilities

1. Grants for replacement or renovation of facilities at their same location without altering the kind and amount of recreation, historical, or cultural resources of the area or the integrity of the existing setting. (3.4.F(3))
2. Grants for the restoration, rehabilitation, stabilization, preservation, and reconstruction (or authorization thereof) of properties listed on or eligible for listing on the National Register of Historic Places, at their same location, and provided that such actions:
  - i. Will not alter the integrity of the property or its setting.
  - ii. Will not increase public use of the area to the extent of compromising the nature and character of the property.
  - iii. Will not cause a nuisance to adjacent property owners or occupants. (3.4.C(6))
3. Routine maintenance and repairs to non-historic structures, facilities, utilities, grounds, and trails. (3.4.C(3))
4. Repair, resurfacing, striping, installation or traffic control devices and repair and replacement of guardrails, culverts, signs, and other minor existing features on existing roads when no potential of environmental impact exists. (3.4.C(9))
5. Replacement in kind of minor structures and facilities with little or no change in location, capacity, or appearance—for example, comfort stations, pit toilets, fences, kiosks, signs, and campfire circles. (3.4.C(8))
6. Minor trail relocation or development of compatible trail networks on logging roads or other established routes. (3.4.C(12))
7. Minor landscaping in areas showing clear evidence of recent human disturbance. (3.4.C(17)).

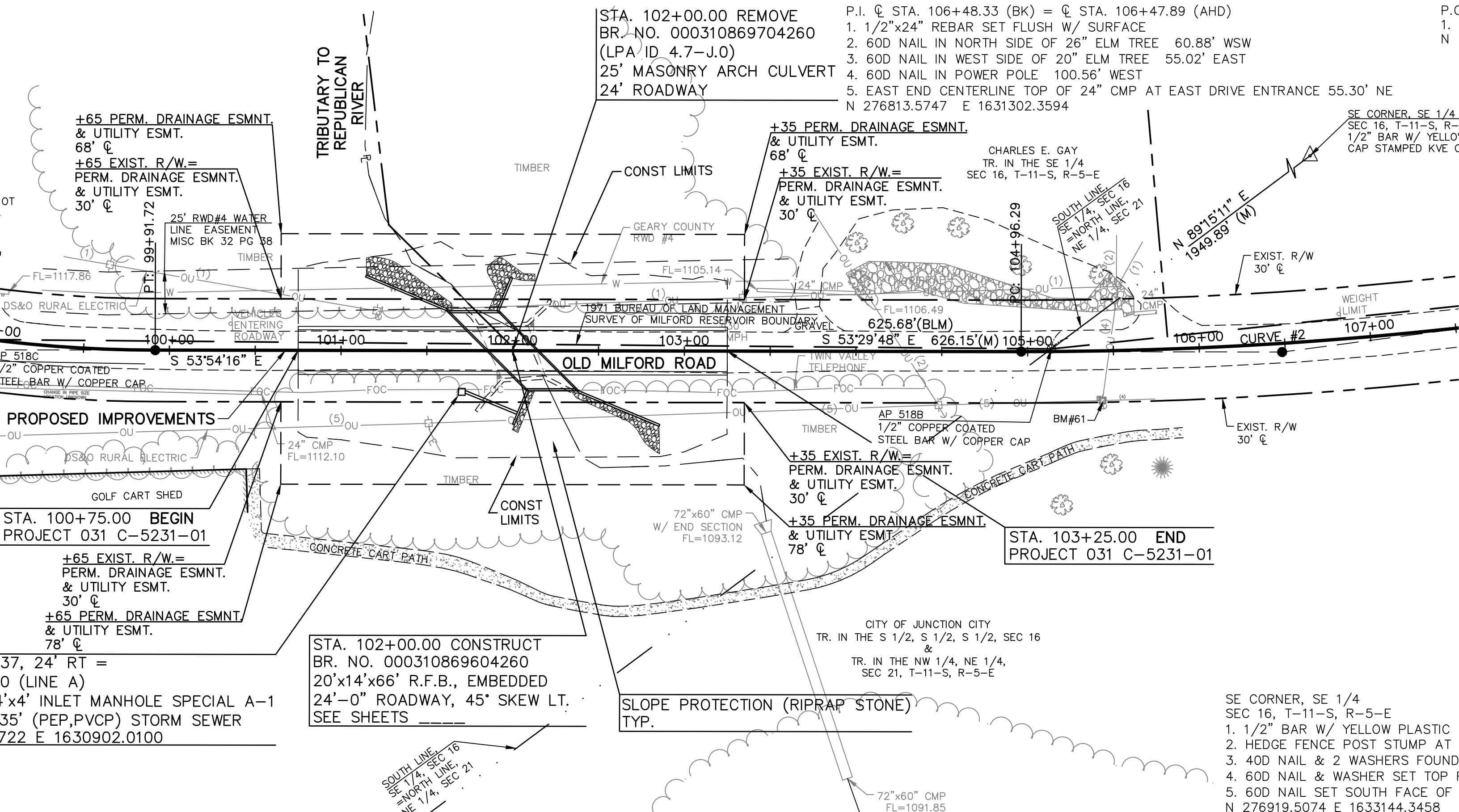
#### C. Development of New Park and Recreation Facilities

1. Grants for the construction of new facilities on lands acquired under a previous NPS or other federal grant, provided that the development is in accord with plans submitted with the acquisition grant, and that environmental documents have been completed on the impacts of the proposal funded by the original grant. (3.4.F(4))
2. Grants for the construction of new facilities within an existing park or recreation area, provided that the facilities will not:
  - i. Conflict with adjacent ownership or land use, or cause a nuisance to adjacent owners or occupants, such as would happen if use were extended beyond daylight hours.
  - ii. Introduce motorized recreation vehicles, including off-road vehicles, personal water craft, and snowmobiles.
  - iii. Introduce active recreation pursuits into a passive recreation area.
  - iv. Increase public use or introduce non-compatible uses to the extent of compromising the nature and character or the property or causing physical damage to it.
  - v. Add or alter access to the park from the surrounding area. (3.4.F(5))
3. Installation of signs, displays, and kiosks. (3.4.C(5))
4. Installations of wells, comfort stations, and pit or vault toilets in areas of existing use and in developed areas. (3.4.C(11)).



- \_\_\_\_\_ 5. Minor trail relocation or development of compatible trail networks on logging roads or other established routes. (3.4.C(12))
- \_\_\_\_\_ 6. Installation of underground utilities in areas showing clear evidence of recent human disturbance or areas within an existing road prism or with an existing overhead utility right-of-way. (3.4.C(16))
- \_\_\_\_\_ 7. Minor landscaping in areas showing clear evidence of recent human disturbance. (3.4.C(17)).
- \_\_\_\_\_ 8. Installation of fencing enclosures, exclosures, or boundary fencing posing no effect on wildlife migrations. (3.4.C(18))

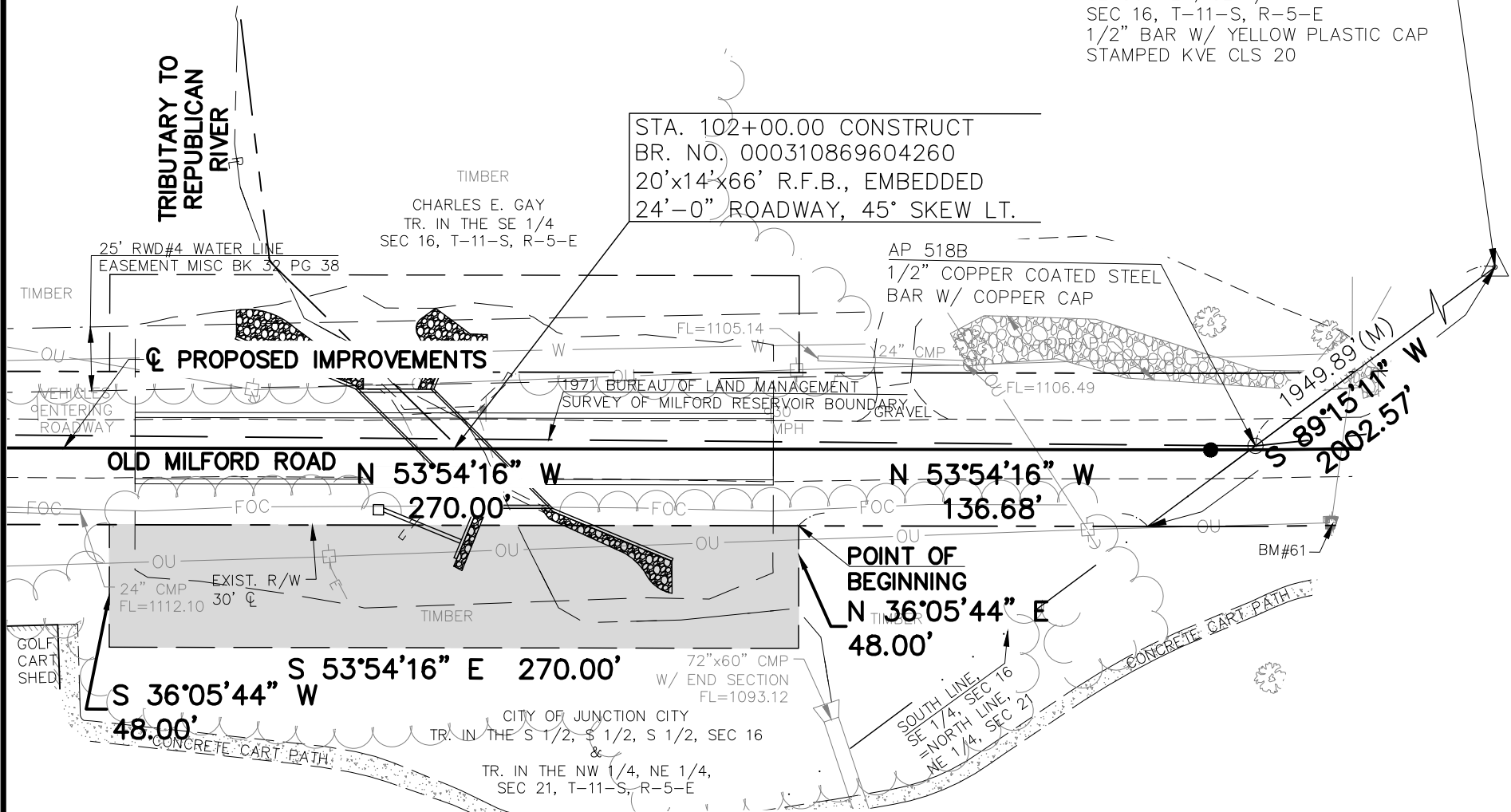






**POINT OF COMMENCEMENT**  
 SE CORNER, SE 1/4  
 SEC 16, T-11-S, R-5-E  
 1/2" BAR W/ YELLOW PLASTIC CAP  
 STAMPED KVE CLS 20

STA. 102+00.00 CONSTRUCT  
 BR. NO. 000310869604260  
 20'x14'x66' R.F.B., EMBEDDED  
 24'-0" ROADWAY, 45° SKEW LT.



SCALE: 1"=50'

**EXHIBIT A**  
 OCTOBER 6, 2023  
 1415EXBA\_CITY RW



DESCRIPTION: (PERMANENT DRAINAGE & UTILITY EASEMENT)

THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 11 SOUTH, RANGE 5 EAST OF THE 6TH PRINCIPAL MERIDIAN, IN THE COUNTY OF GEARY, STATE OF KANSAS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHEAST QUARTER;

THENCE WITH AN ASSUMED BEARING OF S 89°15'11" W ON THE SOUTH LINE OF SAID SOUTHEAST QUARTER, 2002.57 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF A NOW EXISTING COUNTY ROAD, COMMONLY KNOWN AS OLD MILFORD ROAD;

THENCE ON SAID SOUTH RIGHT-OF-WAY LINE, N 53°54'16" W 136.68 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING ON SAID SOUTH RIGHT-OF-WAY LINE, N 53°54'16" W 270.00 FEET;

THENCE S 36°05'44" W 48.00 FEET; THENCE S 53°54'16" E 270.00 FEET;

THENCE N 36°05'44" E 48.00 FEET TO THE POINT OF BEGINNING.

CONTAINS 12,960.00 SQUARE FEET, 0.30 ACRE, MORE OR LESS.

END OF DESCRIPTION



2319 NORTH JACKSON | P.O. BOX 1304  
JUNCTION CITY, KANSAS 66441  
PH. (785) 762-5040  
jc@kveng.com | www.kveng.com

**KAW VALLEY ENGINEERING**

**EXHIBIT A**  
**OCTOBER 6, 2023**  
**1415EXBA\_CITY RW**



DEED WITHOUT WARRANTY

THE UNITED STATES OF AMERICA, acting by and through the Secretary of the Interior, acting by and through the Regional Director, Bureau of Outdoor Recreation, under and pursuant to the power and authority contained in the provisions of the Federal Property and Administrative Services Act of 1949 (63 Stat. 377), as amended, and particularly as amended by Public Law 485, 91st Congress, and regulations and orders promulgated thereunder, hereinafter designated Grantor, for and in consideration of the perpetual use of the hereinafter described premises exclusively as and for public park and public recreation area purposes by City of Junction City,

State of Kansas, hereinafter designated Grantee, does by these presents, bargain, sell, grant and convey without warranty, express or implied, to Grantee, and to its successors and assigns, subject to the reservations, exceptions, restrictions, conditions and covenants hereinafter expressed and set forth, all Grantor's right, title and interest in and to the following described property located in Geary County,

State of Kansas, to wit:

Lots 1 and 4, together with all accretions thereto, in Section 21, that portion of the NW 1/4 NE 1/4 of said Section 21 lying south and west of the center of the right-of-way of old U. S. Highway 77 and that portion of the S 1/2 S 1/2 S 1/2 of Section 16 lying south and west of the center of said right-of-way and north and east of the left bank of the Republican River, Township 11 South, Range 5 East of the Sixth Principal Meridian, Geary County, Kansas, containing 160.12 acres, more or less,

together with the improvements and appurtenances, if any, existing thereon.

Reserving, However, to the Grantor and its assigns:

All right, title and interest in and to all of the oil, gas, and other minerals underlying the land conveyed, together with the right of the Grantor and its assigns to enter upon the land at any time and prospect for and/or mine and remove such minerals.

And Subject to the following:

If at any time the United States of America shall determine that the premises herein conveyed, or any part thereof, are needed for the national defense, all right, title and interest in and to said premises, or part thereof determined to be necessary to such national defense, shall revert to and become the property of the United States of America.

All existing easements for public roads and highways, railroads, public utilities, transmission lines, telephone lines, pipelines, water lines, ditches and conduits of record or in use, including, but not limited to:

- 1) Any outstanding agricultural leases;
- 2) Right-of-way to United Telephone Co. (formerly Junction City Telephone Co.) for telephone lines;

Entered in the Transfer  
Record in my office, this

6 day of February  
1929

*M. Marie Davis*  
County Clerk  
By: *Helen L. L. Deputy*

STATE OF KANSAS }  
GEARY COUNTY } ss

This instrument was filed for record  
on the 6 day of February A.D.  
1929 at 10:05 A.M. and duly  
Recorded in Book 79 page 229-233  
Fee \$ 9.00

*Ruth Sanders*  
Register of Deeds



3) Right-of-way to D.S.&O. Rural Electrification Assn. (REA), Solomon, Kansas, for power lines;

4) A 25-year term easement to North Kansas Service Corp., 120 East Main, Beloit, Kansas 67420 for a right-of-way for a water line, buried electric cable, and two well sites;

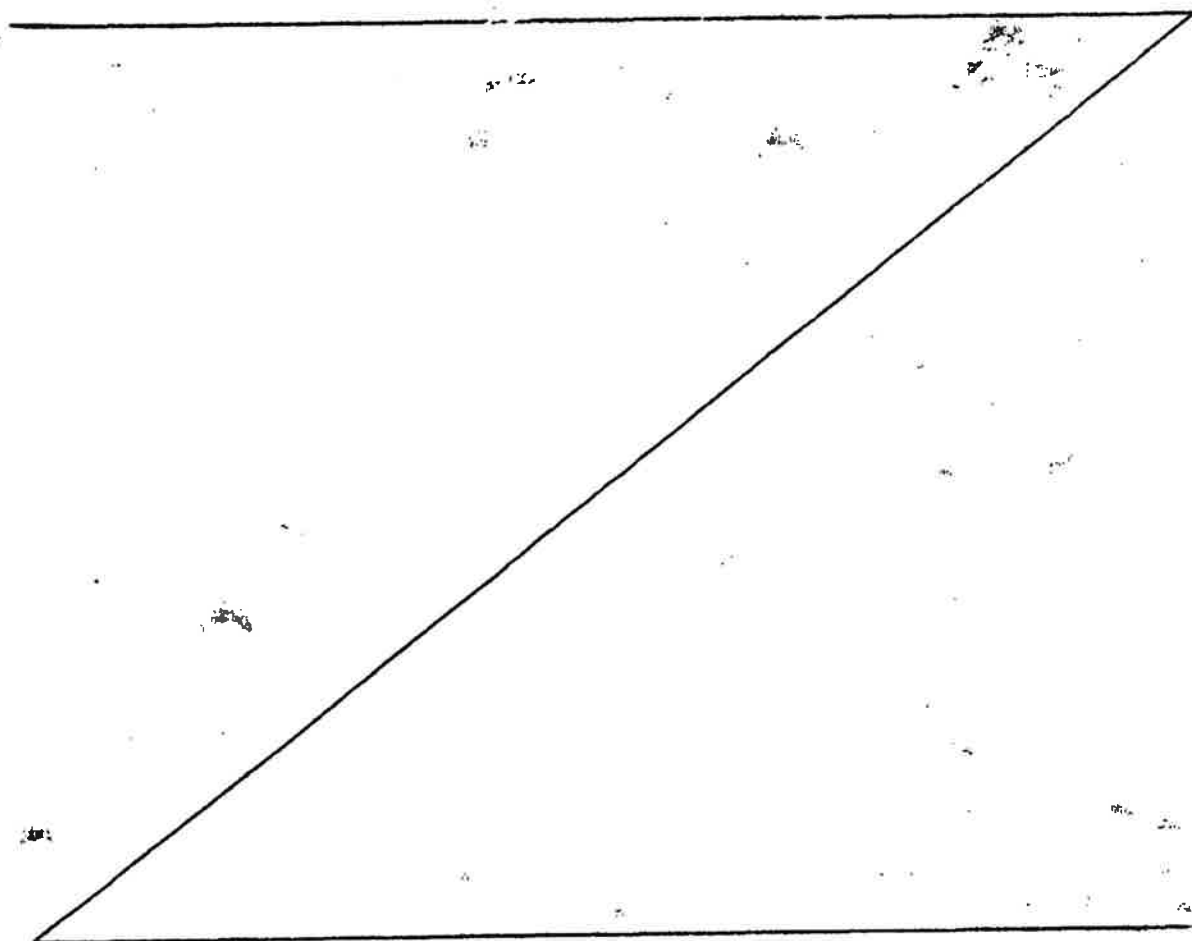
5) Right-of-way for old Highway 77;

6) Easement No. DACW41-2-77-874 to D.S.&O. Rural Electric Cooperative Association, Inc., a nonprofit, REA-affiliated organization for a right-of-way for an underground electrical line connection to well sights.

Pursuant to authority contained in the Federal Property and Administrative Services Act of 1949, as amended, and applicable rules, regulations and orders promulgated thereunder, the General Services Administration determined the property to be surplus to the needs of the United States of America and assigned the property to the Department of the Interior for further conveyance to the City of Junction City, State of Kansas.

It is Agreed and Understood by and between the Grantor and Grantee, and the Grantee by its acceptance of this deed, does acknowledge its understanding of the agreement, and does covenant and agree for itself, and its successors and assigns, forever, as follows:

The Grantee shall conduct no underground development or construction on the accretions to subject land without the express prior written approval having been obtained from the United States Corps of Engineers.





This property shall be used and maintained exclusively for the public purposes for which it was conveyed in perpetuity as set forth in the program of utilization and plan contained in the application, submitted by the Grantee on September 6, 1977 which program and plan may be amended from time to time at the request of either the Grantor or Grantee, with the written concurrence of the other party, and such amendments shall be added to and become a part of the original application.

The Grantee shall, within 6 months of the date of the deed of conveyance, erect and maintain a permanent sign or marker near the point of principal access to the conveyed area indicating that the property is a park or recreation area and has been acquired from the Federal Government for use by the general public.

The property shall not be sold, leased, assigned, or otherwise disposed of except to another eligible governmental agency that the Secretary of the Interior agrees in writing can assure the continued use and maintenance of the property for public park or public recreational purposes subject to the same terms and conditions in the original instrument of conveyance. However, nothing in this provision shall preclude the Grantee from providing related recreational facilities and services compatible with the approved application, through concession agreements entered into with third parties, provided prior concurrence to such agreements is obtained in writing from the Secretary of the Interior.

From the date of this conveyance, the Grantee, its successors and assigns, shall submit biennial reports to the Secretary of the Interior, setting forth the use made of the property during the preceding two-year period, and other pertinent data establishing its continuous use for the purposes set forth above, for ten consecutive reports and as further determined by the Secretary of the Interior.

As part of the consideration for this Deed, the Grantee covenants and agrees for itself, its successors and assigns, that (1) the program for or in connection with which this Deed is made will be conducted in compliance with, and the Grantee, its successors and assigns, will comply with all requirements imposed by or pursuant to the regulations of the Department of the Interior as in effect on the date of this Deed (43 CFR Part 17) issued under the provisions of Title VI of the Civil Rights Act of 1964; (2) this covenant shall be subject in all respects to the provisions of said regulations; (3) the Grantee, its successors and assigns, will promptly take and continue to take such action as may be necessary to effectuate this covenant; (4) the United States shall have the right to seek judicial enforcement of this covenant; and (5) the Grantee, its successors and assigns, will (a) obtain from each other person (any legal entity) who, through contractual or other arrangements with the Grantee, its successors or assigns, is authorized to provide services or benefits under said program, a written agreement pursuant to which such other person shall, with respect to the services or benefits which he is authorized to provide, undertake for himself the same obligations as those imposed upon the Grantee, its successors and assigns, by this covenant, and (b) furnish a copy of such agreement to the Secretary of the Interior, or his successor; and that this covenant shall run with the land hereby conveyed, and shall in any event, without regard to technical classification or designation, legal or otherwise, be binding to the fullest extent permitted by law and equity for the benefit of, and in favor of the Grantor and enforceable by the Grantor against the Grantee, its successors and assigns.



In the event there is a breach of any of the conditions and covenants herein contained by the Grantee, its successors and assigns, whether caused by the legal or other inability of the Grantee, its successors and assigns, to perform said conditions and covenants, or otherwise, all right, title and interest in and to the said premises shall revert to and become the property of the Grantor at its option, which in addition to all other remedies for such breach shall have the right of entry upon said premises, and the Grantee, its successors and assigns, shall forfeit all right, title and interest in said premises and in any and all the tenements, hereditaments and appurtenances thereunto belonging; provided, however, that the failure of the Secretary of the Department of the Interior to require in any one or more instances complete performance of any of the conditions or covenants shall not be construed as a waiver or relinquishment of such future performance, but the obligation of the Grantee, its successors and assigns, with respect to such future performance shall continue in full force and effect.

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed in its name and on its behalf this the 1st day of February, 19 78.

UNITED STATES OF AMERICA  
Acting by and through the  
Secretary of the Interior

By Derrell P. Thompson  
Regional Director Derrell P. Thompson  
Mid-Continent Region  
Heritage Conservation and  
Recreation Service

#### ACKNOWLEDGMENT

STATE OF COLORADO )  
 ) ss  
COUNTY OF JEFFERSON )

On this 1st day of February, 19 78, before me, the subscriber, personally appeared Derrell P. Thompson, to me known and known to me to be the Regional Director, Mid-Continent Region, Heritage Conservation and Recreation Service, of the United States Department of the Interior, a governmental agency of the United States of America, and known to me to be the same person described in and who executed the foregoing instrument as such Regional Director aforesaid, as the act and deed of the United States of America, for and on behalf of the Secretary of the Interior, duly designated, empowered and authorized so to do by said Secretary, and he acknowledged that he executed the foregoing instrument for and on behalf of the United States of America, for the purposes and uses therein described.

Robert E. Brane  
Notary Public Robert E. Brane



The foregoing conveyance is hereby accepted and the undersigned agrees, by this acceptance, to assume and be bound



by all the obligations, conditions, covenants and agreements therein contained.

CITY OF JUNCTION CITY  
STATE OF KANSAS

By JOHN A. HIGGINS  
City Manager

## ACKNOWLEDGMENT

STATE OF Kansas )  
COUNTY OF Leary ) 89

On this 3rd day of Feb., 19 78,  
before me, the undersigned officer, personally appeared  
John F. Higgins, to me known and known  
to me to be the same person whose name is subscribed to the  
foregoing acceptance, who being by me duly sworn, did depose  
and say that he is the City Manager of the City of Junction  
City, State of Kansas that he is duly  
designated, empowered and authorized by a resolution adopted by  
City of Junction City, State of Kansas,  
on September 6, 1977, to execute the foregoing  
acceptance and sign his name thereto, and that he signed his name  
thereto and acknowledges that he executed the foregoing  
instrument for and on behalf of the City of Junction City,  
State of Kansas, for the purposes and uses therein  
described.

Ethel M. Hill  
Notary Public Ethel M. Hill

**My Commission Expires: MY APPOINTMENT EXPIRES APRIL 28, 1981**





# City of Junction City

## City Commission

### Agenda Memo

02-06-2024

**From:** Allen J. Dinkel, City Manager

**To:** Governing Body

**Subject:** Ordinance S-3278

---

**Objective:** Consider adopting Ordinance No. S-3278.

**Explanation of Issue:** The Planning Commission received a request to rezone a tract of land on Ash Street to the north North and West of the IHOP restaurant. See that attachment of all of the information regarding this rezoning request.

The Planning Commission recommends that the property be rezoned.

**Budget Impact:** No impact.

**Staff Recommendation:** I see no reason not to approve the recommendation made by the Planning Commission.

**Options:** The following actions may be taken.

- 1) Approve the Ordinance
- 2) Disapprove the Ordinance
- 3) Return the issue to the Planning Commission for reconsideration.

**Attachments:** Ordinance No. S-3278, packet from Planning Commission.



ORDINANCE NO. S-3278

**AN ORDINANCE REZONING CERTAIN PROPERTY WITHIN THE CORPORATE LIMITS OF THE CITY OF JUNCTION CITY, KANSAS.**

**WHEREAS**, application has been made by Americo Real Estate Company as agent for Scott T. Johnson (Trust) and Candice B. Johnson (Trust) owner, to rezone the property "CCS" Central Commercial Service District to "IL" Light Industrial District in area on Ash Street between Washington Street and the Roundabout at Ash Street, Chestnut Street, and East Street; and,

**WHEREAS**, the Metropolitan Planning Commission of Junction City/Geary County conducted a public hearing on this case, following published notification in accordance with K.S.A. 12-741, et. seq., as amended, on Tuesday, January 11, 2024; and

**WHEREAS**, THE Metropolitan Planning Commission has recommended the City Commission of the City of Junction City, Kansas, approve the rezoning of the property located in area on Ash Street between Washington Street and the Roundabout at Ash Street, Chestnut Street, and East Street from CCS" Central Commercial Service District to "IL" Light Industrial District.

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

**Section 1.** The following described property located area on Ash Street between Washington Street and the Roundabout at Ash Street, Chestnut Street, and East Street is hereby rezoned from "CCS" Central Commercial Service District to "IL" Light Industrial District:

**A TRACT OF LAND BEING A PORTION OF LOT 1, BLOCK 1, SHERWOOD VILLAGE ADDITION, ALL OF BLOCK 3. JOHNSON'S 2ND ADDITION AND UNPLATTED LAND LOCATED IN THE SOUTH HALF OF SECTION 12, TOWNSHIP 12 SOUTH, RANGE 5 EAST OF THE 6TH PRINCIPAL MERIDIAN, JUNCTION CITY. GEARY COUNTY, KANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 12; THENCE ON AN ASSUMED BEARING OF S 89°22'15" W ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER A DISTANCE OF 618.91 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID SHERWOOD VILLAGE; THENCE N 47°07'16" E ALONG SAID SOUTHERLY LINE A DISTANCE OF 149.67 FEET TO THE POINT OF BEGINNING OF THE TRACT TO BE DESCRIBED; THENCE CONTINUING N 47°07'16" E ALONG SAID SOUTHERLY LINE A DISTANCE OF 44.53 FEET; THENCE N 65°37'16" E CONTINUING ALONG SAID SOUTHERLY LINE A DISTANCE OF 292.19 FEET TO A POINT ON THE WEST LINE OF A 100 FOOT WIDE KANSAS POWER AND LIGHT EASEMENT AS SHOWN ON SAID SHERWOOD VILLAGE ADDITION AND RECORDED IN MISCELLANEOUS BOOK 65, PAGE 963-965; THENCE N 23°49 '29" E ALONG SAID WEST LINE A DISTANCE OF 13.58 FEET; THENCE N 23°46'13" E CONTINUING ALONG SAID WEST LINE A DISTANCE OF 744.39 FEET; THENCE N 08°08'44" E CONTINUING ALONG SAID WEST LINE A DISTANCE OF 199.23 FEET TO A PONT ON THE HIGH BANK OF THE ABANDONED SMOKY HILL RIVER; THENCE N 54°29'28" A DISTANCE OF 133.00 FEET TO THE CENTERLINE OF SAID ABANDONED SMOKY HILL RIVER; THENCE S 35°30'32" E ALONG SAID CENTERLINE A DISTANCE OF 261.88 FEET; THENCE S 41°05'19" E**



CONTINUING ALONG SAID CENTERLINE A DISTANCE OF 306.03 FEET; THENCE S 50°16'46" CONTINUING ALONG SAID CENTERLINE A DISTANCE OF 305.65 FEET; THENCE S 58°00'05" E CONTINUING ALONG SAID CENTERLINE A DISTANCE OF 159.98 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY 70; THENCE S 42°06'54" W ALONG SAID WESTERLY RIGHT-OF-WAY LINE A DISTANCE OF 81.34 FEET; THENCE S 26°17'37" W CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE A DISTANCE OF 288.61 FEET TO THE INTERSECTION OF SAID WESTERLY RIGHT-OF-WAY LINE WITH THE NORTHERLY RIGHT-OF-WAY LINE OF ASH STREET; THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE ON A CURVE TO THE RIGHT HAVING A RADIUS OF 810.00 FEET, A CHORD BEARING OF S 74°48'07" W AND A CHORD DISTANCE 266.28 FEET, AN ARC DISTANCE OF 267.49 FEET; THENCE S 84°15'45" W CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 759.57 FEET; THENCE CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY LINE ON A CURVE TO THE RIGHT HAVING A RADIUS OF 210.00, A CHORD BEARING OF N 83°45'46" W AND A CHORD DISTANCE OF 87.14 FEET, AN ARC DISTANCE OF 87.78 FEET; THENCE N 71°47'17" W CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 192.72 FEET TO THE POINT OF BEGINNING,

LESS AND EXCEPT, THE FOLLOWING TWO TRACTS OF LAND, TO-WIT:

A TRACT OF LAND BEING A PORTION OF LOT 1, BLOCK 1, SHERWOOD VILLAGE, AN ADDITION TO JUNCTION CITY, KANSAS AND A PORTION OF LOT 1, BLOCK 1, JOHNSON'S 2ND ADDITION, TO JUNCTION CITY, KANSAS LOCATED IN THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 12 SOUTH, RANGE 5 EAST OF THE 6TH PRINCIPAL MERIDIAN, GEARY COUNTY, KANSAS. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER OF SAID SECTION 12; THENCE ON AN ASSUMED BEARING OF N 00°36'30" W ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER A DISTANCE OF 9.20 FEET TO A POINT ON THE CENTERLINE OF ASH STREET RIGHT-OF-WAY; THENCE N 84°15'45" E ALONG SAID CENTERLINE A DISTANCE OF 310.86 FEET; THENCE N 05°44'15" W A DISTANCE OF 40.00 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF SAID ASH STREET, SAID POINT ALSO BEING THE POINT OF BEGINNING OF THE TRACT TO BE DESCRIBED; THENCE CONTINUING N 05°44'15" W A DISTANCE OF 283.46 FEET; THENCE N 39°43'14" A DISTANCE OF 377.75 FEET TO A POINT ON THE HIGH BANK OF THE ABANDONED SMOKY HILL RIVER; THENCE S 50°16'46" E ALONG SAID HIGH BANK A DISTANCE OF 280.68 FEET; THENCE S 58°00'05" E A DISTANCE OF 159.96 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY 70; THENCE S 26°17'37" W ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF ASH STREET; THENCE ALONG SAID NORTH RIGHT OF-WAY LINE ON A CURVE TO THE RIGHT HAVING A RADIUS OF 810.00 FEET, A CHORD BEARING OF S 74°48'07" W, A CHORD DISTANCE OF 266.28 FEET, AN ARC DISTANCE OF 267.49 FEET; THENCE S 84°15'45" W CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE A DISTANCE OF 212.12 FEET TO THE POINT OF BEGINNING,

AND

A TRACT OF LAND BEING A PORTION OF LOT ONE (1), BLOCK THREE (3), JOHNSON'S 2ND ADDITION TO JUNCTION CITY, KANSAS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT ONE (1), SAID POINT ALSO BEING ON THE NORTHERLY RIGHT-OF-WAY LINE OF ASH STREET; THENCE ON AN ASSUMED BEARING OF N 46°51'16"



E ALONG THE NORTHERLY LINE OF SAID LOT ONE (1), A DISTANCE OF 44.68 FEET; THENCE N 65°39'14" E CONTINUING ALONG SAID NORTHERLY LINE A DISTANCE OF 292.16 FEET TO THE POINT OF INTERSECTION OF SAID NORTHERLY LINE WITH THE WESTERLY LINE OF A PLATTED 15 FOOT WIDE STORM SEWER EASEMENT; THENCE S 23°50'03" W ALONG SAID WESTERLY LINE OF SAID PLATTED 15 FOOT WIDE STORM SEWER EASEMENT A DISTANCE OF 236.86 FEET TO A POINT ON SAID NORTHERLY RIGHT-OF-WAY LINE ON A CURVE TO THE RIGHT HAVING A RADIUS OF 210.00 FEET, A CHORD BEARING OF N 74°32'21" W AND A CHORD DISTANCE OF 20.85 FEET, AN ARC DISTANCE OF 20.85 FEET, THENCE N 71°48'50" W CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 192.59 FEET TO THE POINT OF BEGINNING.

**Section 2.** The Zoning Administrator of the City of Junction City, Kansas, is hereby ordered and directed to cause said designation to be made on the Official Zoning Map of said City and to show the property herein described to be zoned as "IL" Light Industrial.

**Section 3.** This Ordinance shall be in full force and effect upon its publication as required by law.

**PASSED AND ADOPTED THIS 6<sup>th</sup> DAY OF February 2024.**

---

Pat Landes, Mayor

**ATTEST:**

---

Tammy Melton, City Clerk



**Junction City Planning Commission/Board of Zoning Appeals Meeting  
January 9, 2024**

**C. Public Hearing for a Request to Consider a Zoning Change from "CCS" Central Commercial Service District to "IL" Light Industrial District Along Ash Street between Washington Street and the Roundabout at Ash Street, Chestnut and East Street.**

**Description of Request:** The request for the zoning change is being made by the Amerco Real Estate Company of Phoenix, AZ on behalf of the current property owners Scott T. Johnson (Trust) and Candice B. Johnson (Trust). The legal description is attached, but the land is located to the north of Ash Street to the north and northwest of the IHOP Restaurant. I have attached the receipt of the 2 properties for the taxes paid in November of 2023. Also attached is a narrative project summary describing the property. They will also be join via "TEAMS" for the meeting.

**Staff Review and Recommendation:** This request for a zoning change has a number of points to consider. Many believe this area was designed for commercial use and as we know there is some now, but that also includes the electric substation and the boat sales. There is no doubt this area is a good location for hotels and restaurants, but in all of these years, nothing has yet occurred. So, the question boils down to, should everyone just wait, or do allow the property to be sold for this use?

The Light-Industrial zoning is required but is a bit misleading as their will not be manufacturing of anything however is required for this use.

Even though the property is presently zoned as Commercial, the Geary County Appraiser as Agricultural and thus is assessed on a use basis and not a market value basis. Development to this proposed use would change the assessment to 25% and greatly increase property taxes. For every \$1 million in the county appraised valuation, the property tax for all entities would be about \$37,500 per year. In addition, electric and natural gas purchases at this facility would pay a 5% franchise fee that the City receives.

I don't see any issues with traffic flow or congestion.

**Action to be Taken:** Anyone wishing to speak to the Planning Commission may do so. The agent for the applicant will testify via the internet and be available to answer questions. Following the hearing and discussion the Planning Commission may take the following action:

- 1) Recommend to the City Commission to approve the request for a zoning change.
- 2) Recommend to the City Commission to deny the request for a zoning change.
- 3) Table for further discussion



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

**APPLICATION FORM**

DATE: \_\_\_\_\_

Case No. \_\_\_\_\_  
(Assigned by Staff)

Applicant/Prop. Owner: Scott T. Johnson (Trust) & Candice B. Johnson (Trust) Phone: 307-750-2595  
(please print name)

Email: johnsonranchwyoming@gmail.comAddress: 263 Frisbie Rd Sheridan, Wyoming 82801

Signature: Scott Johnson Scott Johnson  
Street/City/State/Zip --- Please Print  
DocuSigned by: (Printed Signature)  
7721E937152E4EC

Agent (if applicable) Amerco Real Estate Company Phone: 602-263-6555

Address: 2727 North Central Avenue 5N Phoenix, AZ 85004  
Print Name

Signature: Sahithya Cheruku Sahithya Cheruku  
Street/City/State/Zip --- Please Print  
(Printed Signature)

This form MUST be completed and filed at the Planning & Zoning Department, located in the County Office Building at 200 E. 8<sup>th</sup> St., Junction City, KS 66441, in accordance with directions on the accompanying instruction sheet. Check the appropriate box below for type of application being submitted.

**SECTION I**

This property is located within: ☒ Junction City ☐ Milford or ☐ Geary County

**Metropolitan Planning Commission**

- ☒ Zone Change from CCS to LI
- ☐ Special Use Permit
- ☐ Conditional Use Permit (County only)
- ☐ Site Plan/Development Plan
- ☐ Plat - preliminary ☐; or final ☐
- ☐ Vacation
- ☐ Other \_\_\_\_\_

**Board of Zoning Appeals**

- ☐ Conditional Use Permit (City Only)
- ☐ Variance
- ☐ Appeal (e.g. decision/interpretation of Person administering zoning regulations.)
- ☐ Special Exception
- ☐ Other \_\_\_\_\_



## SECTION II

1. Legal description: Please see attached  
(If appropriate, a meets and bounds description may be attached.)
2. Property is located at (address) \_\_\_\_\_ which is  
generally located at (relation to nearest streets/roads) West of E Vine St & North of E Ash St
3. Application area contains 12.931 acres or square footage.
4. Request filed for the following reasons: To allow for the development of a U-Haul Moving and Storage Store. Please see attached narrative.

(Attach additional sheets, if need; and any supporting documentation (e.g., site plan or drawing) or other applicable information.)

6. Applicant acknowledges receipt of the *instruction sheet* explaining the method of submitting this application. Applicant realizes this application cannot be processed unless it is completely filled in; is accompanied by all required documents (e.g., *written statement explaining reason for request; authorization letter; development plan, etc.*); and the *appropriate fee*. Applicant further certifies that the foregoing information is true and correct to the best of his knowledge. Applicant authorizes unannounced inspections of the subject property by City and/or County staff for the purpose of collecting information to review and analyze this request. Applicant further acknowledges that the Metropolitan Planning Commission, Board of Zoning Appeals or Governing Body shall have authority to impose such conditions as it deems necessary in order to serve the public interest and welfare. Applicant further acknowledges he has been advised of his *right to appeal* a decision of the Board of Zoning Appeals to the District Court.

Sahsthya Cheruku

Signature of applicant or agent or property owner

11/16/2023

Date

## SECTION III - Office Use Only

This application was received at the office of the Zoning administrator on \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_; at \_\_\_\_\_ (time). This application has been checked and found to be complete and accompanied by the required documents and the appropriate fee of \$\_\_\_\_\_.

**Case No. Assigned:** \_\_\_\_\_

Name

Title



## AUTHORIZATION LETTER

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

For Case No. \_\_\_\_\_

Land owner's name and address: (please print)

Name: Scott Johnson Phone No. 307-750-2595  
\_\_\_\_\_  
\_\_\_\_\_

Address: 262 Frisbie Rd  
Sheridan, Wyoming 82801  
(City/State/Zip)

I, Scott T. Johnson and \_\_\_\_\_, hereby  
authorize Amerco Real Estate Company to  
act as my agent in the pursuit of a (rezoning/variance/conditional use/special use/other)  
for my property at E. Ash & Vine St, Junction City, KS 66441.

Digitally signed by  
Scott Johnson  
\_\_\_\_\_  
Landowner's signature

\_\_\_\_\_  
Landowner's signature



## LEGAL DESCRIPTION

A TRACT OF LAND BEING A PORTION OF LOT 1, BLOCK 1, SHERWOOD VILLAGE ADDITION, ALL OF BLOCK 3, JOHNSON'S 2ND ADDITION AND UNPLATTED LAND LOCATED IN THE SOUTH HALF OF SECTION 12, TOWNSHIP 12 SOUTH, RANGE 5 EAST OF THE 6TH PRINCIPAL MERIDIAN, JUNCTION CITY, GEARY COUNTY, KANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 12; THENCE ON AN ASSUMED BEARING OF S 89°22'15" W ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER A DISTANCE OF 818.91 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID SHERWOOD VILLAGE; THENCE N 47°07'18" E ALONG SAID SOUTHERLY LINE A DISTANCE OF 149.67 FEET TO THE POINT OF BEGINNING OF THE TRACT TO BE DESCRIBED; THENCE CONTINUING N 47°07'18" E ALONG SAID SOUTHERLY LINE A DISTANCE OF 44.53 FEET; THENCE N 65°37'18" E CONTINUING ALONG SAID SOUTHERLY LINE A DISTANCE OF 292.19 FEET TO A POINT ON THE WEST LINE OF A 100 FOOT WIDE KANSAS POWER AND LIGHT EASEMENT AS SHOWN ON SAID SHERWOOD VILLAGE ADDITION AND RECORDED IN MISCELLANEOUS BOOK 85, PAGE 963-965; THENCE N 23°49'29" E ALONG SAID WEST LINE A DISTANCE OF 13.58 FEET; THENCE N 23°48'13" E CONTINUING ALONG SAID WEST LINE A DISTANCE OF 744.39 FEET; THENCE N 08°08'44" E CONTINUING ALONG SAID WEST LINE A DISTANCE OF 199.23 FEET TO A POINT ON THE HIGH BANK OF THE ABANDONED SMOKY HILL RIVER; THENCE N 54°29'28" E A DISTANCE OF 133.00 FEET TO THE CENTERLINE OF SAID ABANDONED SMOKY HILL RIVER; THENCE S 35°30'32" E ALONG SAID CENTERLINE A DISTANCE OF 261.88 FEET; THENCE S 41°05'19" E CONTINUING ALONG SAID CENTERLINE A DISTANCE OF 308.03 FEET; THENCE S 50°18'48" E CONTINUING ALONG SAID CENTERLINE A DISTANCE OF 305.85 FEET; THENCE S 58°00'05" E CONTINUING ALONG SAID CENTERLINE A DISTANCE OF 159.98 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY 70; THENCE S 42°08'54" W ALONG SAID WESTERLY RIGHT-OF-WAY LINE A DISTANCE OF 81.34 FEET; THENCE S 28°17'37" W CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE A DISTANCE OF 288.61 FEET TO THE INTERSECTION OF SAID WESTERLY RIGHT-OF-WAY LINE WITH THE NORTHERLY RIGHT-OF-WAY LINE OF ASH STREET; THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE ON A CURVE TO THE RIGHT HAVING A RADIUS OF 810.00 FEET, A CHORD BEARING OF S 74°48'07" W AND A CHORD DISTANCE OF 268.28 FEET, AN ARC DISTANCE OF 287.49 FEET; THENCE S 84°15'45" W CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 759.57 FEET; THENCE CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY LINE ON A CURVE TO THE RIGHT HAVING A RADIUS OF 210.00, A CHORD BEARING OF N 83°45'46" W AND A CHORD DISTANCE OF 87.14 FEET, AN ARC DISTANCE OF 87.78 FEET; THENCE N 71°47'17" W CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 192.72 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT, THE FOLLOWING TWO TRACTS OF LAND, TO-WIT:

A TRACT OF LAND BEING A PORTION OF LOT 1, BLOCK 1, SHERWOOD VILLAGE, AN ADDITION TO JUNCTION CITY, KANSAS AND A PORTION OF LOT 1, BLOCK 1, JOHNSON'S 2ND ADDITION, TO JUNCTION CITY, KANSAS LOCATED IN THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 12 SOUTH, RANGE 5 EAST OF THE 6TH PRINCIPAL MERIDIAN, GEARY COUNTY, KANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER OF SAID SECTION 12, THENCE ON AN ASSUMED BEARING OF N 00°36'30" W ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER A DISTANCE OF 9.20 FEET TO A POINT ON THE CENTERLINE OF ASH STREET RIGHT-OF-WAY; THENCE N 84°15'45" E ALONG SAID CENTERLINE A DISTANCE OF 310.88 FEET; THENCE N 05°44'15" W A DISTANCE OF 40.00 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SAID ASH STREET, SAID POINT ALSO BEING THE POINT OF BEGINNING OF THE TRACT TO BE DESCRIBED; THENCE CONTINUING N 05°44'15" W A DISTANCE OF 283.48 FEET; THENCE N 39°43'14" E A DISTANCE OF 377.75 FEET TO A POINT ON THE HIGH BANK OF THE ABANDONED SMOKY HILL RIVER; THENCE S 30°18'46" E ALONG SAID HIGH BANK A DISTANCE OF 280.68 FEET; THENCE S 58°00'05" E A DISTANCE OF 159.98 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY 70; THENCE S 28°17'37" W ALONG SAID WESTERLY RIGHT-OF-WAY LINE A DISTANCE OF 235.41 FEET TO A POINT ON SAID NORTH RIGHT-OF-WAY LINE OF ASH STREET; THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE ON A CURVE TO THE RIGHT HAVING A RADIUS OF 810.00 FEET, A CHORD BEARING OF S 74°48'07" W, A CHORD DISTANCE OF 268.28 FEET, AN ARC DISTANCE OF 287.49 FEET; THENCE S 84°15'45" W CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE A DISTANCE OF 212.12 FEET TO THE POINT OF BEGINNING.

AND

A TRACT OF LAND BEING A PORTION OF LOT ONE (1), BLOCK THREE (3), JOHNSON'S 2ND ADDITION TO JUNCTION CITY, KANSAS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT ONE (1), SAID POINT ALSO BEING ON THE NORTHERLY RIGHT-OF-WAY LINE OF ASH STREET; THENCE ON AN ASSUMED BEARING OF N 48°51'18" E ALONG THE NORTHERLY LINE OF SAID LOT ONE (1), A DISTANCE OF 44.88 FEET; THENCE N 65°39'14" E CONTINUING ALONG SAID NORTHERLY LINE A DISTANCE OF 292.18 FEET TO THE POINT OF INTERSECTION OF SAID NORTHERLY LINE WITH THE WESTERLY LINE OF A PLATTED 15 FOOT WIDE STORM SEWER EASEMENT; THENCE S 23°50'03" W ALONG SAID WESTERLY LINE OF SAID PLATTED 15 FOOT WIDE STORM SEWER EASEMENT A DISTANCE OF 238.88 FEET TO A POINT ON SAID NORTHERLY RIGHT-OF-WAY LINE; THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE ON A CURVE TO THE RIGHT HAVING A RADIUS OF 210.00 FEET, A CHORD BEARING OF N 74°32'21" W AND A CHORD DISTANCE OF 20.85 FEET, AN ARC DISTANCE OF 20.85 FEET; THENCE N 71°48'50" W CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 192.59 FEET TO THE POINT OF BEGINNING.



# AMERCO<sup>®</sup>

---

## REAL ESTATE COMPANY

---

2727 N. CENTRAL AVE., PHOENIX, AZ 85004  
PHONE: (602) 263-6555 • FAX: (602) 277-5824 • E-MAIL: [Stephany\\_Sheekey@uhaul.com](mailto:Stephany_Sheekey@uhaul.com)

### **Narrative Project Summary**

AMERCO Real Estate Company (AREC) has prepared this application package for the opportunity to receive the City of Junction City's participation and counseling regarding a Rezone for the property located at E Ash & Vine St. AREC is the wholly owned real estate subsidiary of the U-Haul System.

The proposed 12.93-acre property is located at E Ash & Vine St (PID 031111120400300101001 & 031111120400300100001). U-Haul is proposing to develop the site into a U-Haul Moving and Storage Store. Our uses consist of self-storage, U-Haul truck and trailer sharing, and related retail sales. This infill development will allow U-Haul to better serve the storage needs of the community and activate a property that is currently vacant.

The property is currently zoned CCS (Central Commercial Special District). The use of self-storage and U-Haul truck and trailer share requires a rezone to LI (Light Industrial). U-Haul is proposing to apply for this rezone to allow this use.

Custom site design for every U-Haul store assures that the facility complements the community it serves. Adherence to community objectives is key to ensure each U-Haul store is both a neighborhood asset and an economic success.

U-Haul is more of a commercial type of use that serves residential communities within a 3-5-mile radius. We feel the U-Haul would be an appropriate use for the property and there are proven benefits for allowing self-storage facilities in communities:

- Self-storage facilities are quiet
- They provide an excellent buffer between zones
- They create very little traffic
- They have little impact on utilities
- They have no impact on schools
- They provide a good tax revenue
- They provide a community service

U-Haul Moving and Storage is a convenience business. Our philosophy is to place U-Haul stores in high growth residential areas, where we fill a need for our products and services. Customers are made aware of the U-Haul store, primarily via drive-by awareness, much like that of a convenience store, restaurant or hardware store. Attractive imaging and brand name recognition bring in area residents — by our measures, those who live within a four-mile radius of the center.



### **The U-Haul Store:**

U-Haul stores characteristically serve the do-it-yourself household customer. The U-Haul Store will be staffed with 10-15 employees, both full-time and part-time. Families will generally arrive in their own automobiles, enter the showroom and may choose from a variety of products and services offered there. When situated near public transit, approximately 50% of those families utilize alternative transportation to access U-Haul equipment and services.

- Families typically use U-Haul Self-Storage rooms to store furniture, household goods, sporting equipment, or holiday decorations. During transition periods between moves, moving to a smaller home, combining households, or clearing away clutter to prepare a home for sale, storage customers will typically rent a room for a period of two months to one year.
- U-Haul stores also provide truck and trailer sharing for household moving, either in-town or across country.
- Families who need packing supplies in advance of a move or to ship personal packages can choose from a variety of retail sales items, including cartons, tape and sustainable packing materials.
- Families who tow U-Haul trailers, boats, or recreational trailers can select, and have installed, the hitch and towing packages that best meet their needs.
- Moving and storage are synergistic businesses. Over half of our storage customers tell us they used U-Haul storage because of a household move. Customers will typically use U-Haul equipment or their personal vehicle to approach the loading area and enter the building through the singular customer access. All new U-Haul stores are designed with interior storage room access, giving the customer the added value of increased security, and the community the benefit of a more aesthetically pleasing exterior.

### **Significant Policies:**

- Hours of Operation:

|               |                        |
|---------------|------------------------|
| Mon. - Thurs. | 7:00 a.m. to 7:00 p.m. |
| Fri.          | 7:00 a.m. to 8:00 p.m. |
| Sat.          | 7:00 a.m. to 7:00 p.m. |
| Sun.          | 9:00 a.m. to 5:00 p.m. |
- All U-Haul storage customers are issued a card-swipe style identification card that must be used to gain access to their room. This is but one of many security



policies which protect the customer's belongings and decrease the ability of unauthorized access to the facility.

- It is against policy for a business to be operated from a U-Haul storage room.
- Customers and community residents who wish to use the on-site dumpsters for disposing of refuse must gain permission to do so and are assessed an additional fee.
- Items that may not be stored include chemicals, flammables, and paints.
- U-Haul stores are protected by video surveillance.
- U-Haul stores are non-smoking facilities.
- U-Haul will provide added services and assistance to our customers with disabilities.

#### Traffic Study:

- U-Haul stores generate less vehicular traffic volume while still embodying an active-use site. Truck and trailer share and self-storage both represent dynamic transitions from one customer to another. DIY moving customers are presented with opportunities to utilize equipment and storage on a temporary basis, supporting a shared-economy, an effective economic model and an environmentally-sound way to conduct business.

| USE COMPARISON                   |              |                |             |                           |      |
|----------------------------------|--------------|----------------|-------------|---------------------------|------|
| Use                              | Square Feet  | Traffic Volume |             | Typical Hours             | Days |
|                                  |              | Weekday        | Weekend     |                           |      |
| Fast Food Restaurant             | 3,000 sq ft  | 3,161 trips    | 3,430 trips | 18 hours - 24 hours       | 7    |
| Gas Station w/ Convenience Store | 2,200 sq ft  | 1,200 trips    | 2,200 trips | 18 hours - 24 hours       | 7    |
| Hotel                            | 50,000 sq ft | 905 trips      | 901 trips   | 24 hours                  | 7    |
| Casual Dining                    | 5,000 sq ft  | 1,075 trips    | 1,258 trips | 11 am - 11 pm<br>12 hours | 7    |
| U-Haul Center                    | 80,000 sq ft | 31 trips       | 53 trips    | 7 am - 7 pm<br>12 hours   | 7    |



U-Haul looks forward to working with the City of Junction City as you consider the Rezone we are currently submitting.

Sincerely,

A handwritten signature in black ink, appearing to read "Stephany Sheekey".

Stephany Sheekey, AICP  
AMERCO Real Estate - Planner



**Date - Time:**  
11/15/2023 - 1:10:07PM

**Owner:** SCOTT T & CANDICE B JOHNSON TRU **Legal:** SECTION 12 TOWNSHIP 12 RANGE 05, Acres 7.27: POB NE COR Lot 1 BLK 1 Sherwood Village; NE 131.5, SELY 1033.5, SW 132.6, NW 449.3, SW 377.7, S 48.6, W 320.9,

|          |      |             | 1st Half      | 2nd Half | Total |        |
|----------|------|-------------|---------------|----------|-------|--------|
| Tax Year | Type | Statement # | General Taxes | 87.92    | 87.92 | 175.84 |
| 2022     | RL   | 5088        | Special       | 0.00     | 0.00  | 0.00   |

| Remaining Penalties | Remaining Fees | Remaining 1st Half | Remaining 2nd Half | Remaining Total |
|---------------------|----------------|--------------------|--------------------|-----------------|
| 0.00                | 0.00           | 0.00               | 0.00               | 0.00            |



**RECEIPTS**  
GEARY COUNTY TREASURER

**Date - Time:**  
11/15/2023 - 1:06:27PM

|                                                                                                                                                                                                               |                                       |                   |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------|-------------------|
| <b>Tax Unit ID:</b> 1                                                                                                                                                                                         | <b>Tax Unit:</b> JC 475 JUNCTION CITY | <b>Value:</b> 375 |
| <b>Parcel #:</b> 08872AB                                                                                                                                                                                      |                                       |                   |
| <b>CAMA #:</b> 111 12 0 40 03 001 01 0 01                                                                                                                                                                     |                                       |                   |
| <b>Sec:</b> 12                                                                                                                                                                                                | <b>Twn:</b> 12                        | <b>Rgn:</b> 05    |
| <b>Property Address/Legal:</b> E ASH ST - KS 66441                                                                                                                                                            |                                       |                   |
| SCOT00105                                                                                                                                                                                                     |                                       |                   |
| SCOTT T & CANDICE B JOHNSON TRUSTEES                                                                                                                                                                          |                                       |                   |
| 262 FRISBIE RD                                                                                                                                                                                                |                                       |                   |
| SHERIDAN, WY 82801                                                                                                                                                                                            |                                       |                   |
| <b>Owner:</b> SCOTT T & CANDICE B JOHNSON TRU <b>Legal:</b> SECTION 12 TOWNSHIP 12 RANGE 05, Acres 3.17: POB NW CdOR Lot 1, BLK 3 Johnson's 2nd Add., E 320.9, S 234.8, W 614.1, NE 236.2, NELY 188.4 to POB. |                                       |                   |
| <b>Taxes are due for years:</b> 2023                                                                                                                                                                          |                                       |                   |

| Tax Year | Type | Statement # | General Taxes | 1st Half | 2nd Half | Total |
|----------|------|-------------|---------------|----------|----------|-------|
| 2022     | RL   | 5089        | Special       | 0.00     | 0.00     | 0.00  |
|          |      |             |               | 28.77    | 28.77    | 57.54 |

| Receipt #           | Entry Date  | Penalty Date | Code          | 1st Half     | 2nd Half     | Interest / Fees        | Total        | Comment |
|---------------------|-------------|--------------|---------------|--------------|--------------|------------------------|--------------|---------|
| Check Paid          | Cash Paid   | Card Paid    | AAE/Rev. Paid | Change       | Operator     | Paid By                |              |         |
| 615679-1            | 11/18/2022  | 11/18/2022   | F             | 28.77        | 28.77        | 0.00                   | 57.54        |         |
| 57.54               | 0.00        | 0.00         | 0.00          | 0.00         | DLEIGHTY     | SCOTT T & CANDICE B JO |              |         |
| <b>Grand Totals</b> |             |              |               | <b>28.77</b> | <b>28.77</b> | <b>0.00</b>            | <b>57.54</b> |         |
| <b>57.54</b>        | <b>0.00</b> | <b>0.00</b>  |               | <b>0.00</b>  | <b>0.00</b>  |                        |              |         |

| Remaining Penalties | Remaining Fees | Remaining 1st Half | Remaining 2nd Half | Remaining Total |
|---------------------|----------------|--------------------|--------------------|-----------------|
| 0.00                | 0.00           | 0.00               | 0.00               | 0.00            |



# City of Junction City

## City Commission

### Agenda Memo

02-06-2024

**From:** Allen J. Dinkel, City Manager

**To:** Governing Body

**Subject:** Ordinance S-3279

---

**Objective:** Consider adopting Ordinance No. S-3279.

**Explanation of Issue:** The Planning Commission a request for a Special Use Permit at 360 Grant Avenue. See the attachment of all of the information regarding this request.

The Planning Commission recommends that the property by rezoned.

**Budget Impact:** No impact.

**Staff Recommendation:** I see no reason not to approve the recommendation made by the Planning Commission. As many know, I am not a big fan of Special Use Permits, but in this case with the special condition, it is the most appropriate option.

**Options:** The following actions may be taken.

- 1) Approve the Ordinance
- 2) Disapprove the Ordinance
- 3) Return the issue to the Planning Commission for reconsideration.

**Attachments:** Ordinance No. S-3279, packet from Planning Commission.



ORDINANCE NO. S-3279

**AN ORDINANCE ALLOWING A SPECIAL CERTAIN PROPERTY WITHIN THE CORPORATE LIMITS OF THE CITY OF JUNCTION CITY, KANSAS.**

**WHEREAS**, application has been made by Jose Serrano for a Special Use Permit to allow a Residential Usage on property zoned as “CS” Commercial Service District having a common address of 360 Grant Avenue; and,

**WHEREAS**, the Metropolitan Planning Commission of Junction City/Geary County conducted a public hearing on this case , following published notification in accordance with K.S.A. 12-741, et. seq., as amended, on Tuesday, January 11, 2024 ; and

**WHEREAS**, THE Metropolitan Planning Commission has recommended to the City Commission of the City of Junction City, Kansas, approve the issuance of a Special Use Permit to allow residential Usage on property zoned as “CS” Commercial Service District having a common address of 360 Grant Avenue with a special condition that if a commercial usage on the property ever cease for a period of not more than six (6) months that the Special Use Permit be removed.

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

**Section 1.** The following described property located at 360 Grant Avenue be allowed to have a Special Use Permit for a residential usage on property zoned as “CS” Commercial Service District with a condition that the Special Use Permit will be removed if the commercial usage on the property ever cease for a period of not more than six (6) months :

With a legal description of: THOMP & SCHICK ANNX , POB 40 SWLY OF INT N LI K-18 & E LI PRICE ST TH NWLY 275 NELY 155 SELY 310 SWLY 141 TO POB SS 11 SECTION 01 TOWNSHIP 12 RANGE 05.

**Section 2.** The Zoning Administrator of the City of Junction City, Kansas, is hereby ordered and directed issue such Special Use Permit

**Section 3.** This Ordinance shall be in full force and effect upon its publication as required by law.



**PASSED AND ADOPTED THIS 6<sup>th</sup> DAY OF February 2024.**

---

Pat Landes, Mayor

**ATTEST:**

---

Tammy Melton, City Clerk



**Junction City Planning Commission/Board of Zoning Appeals Meeting  
January 9, 2024**

**D. Public Hearing for a Request to Consider a Special Use Permit to Allow Residential Use on Property Zoned as "CS" Commercial Service District Having a Common Address of 360 Grant Avenue.**

**Description of Request:** Mr. Serrano is wanting to purchase a building at the above-mentioned address and open a restaurant. A restaurant has been in that building. He is wanting to establish living quarters on that property in another building.

**Staff Review and Recommendation:** You will find out that I am not a fan of Special Use Permits, as it can be considered "Spot Zoning". With that said, this could help to add business in this area. We could have a zoning change to Residential, but in this case Special Use may be the best option.

Conditions can be put on a Special Use Permit, such as the main building must be occupied and in operation as a business or the Special Use Permit is no longer in effect after a period of time such as 6 to 12 months.

**Action to be Taken:** Anyone wishing to speak to the Planning Commission may do so. Following the hearing and discussion the Planning Commission may take the following action:

- 1) Recommend the City Commission approve the request for Special Use Permit.
- 2) Recommend to the City Commission to deny the request for a Special Use Permit
- 3) Table for further discussion



**JUNCTION CITY PLANNING COMMISSION  
And  
BOARD OF ZONING APPEALS**

**APPLICATION FORM**

DATE: 11-20-23

Case No. \_\_\_\_\_  
(Assigned by Staff)

Applicant/Prop. Owner: Jose Serrano Phone: 785-717-9016  
(please print name)

Email: 40JoseSerrano@gmail.com

Address: 103 8<sup>th</sup> Street. Apt #5 Milford, KS 66514

Signature: [Signature] Jose Serrano  
Street/City/State/Zip --- Please Print (Printed Signature)

\*\*\*\*\*

Agent (if applicable) \_\_\_\_\_ Phone: \_\_\_\_\_  
Print Name

Address: \_\_\_\_\_  
Street/City/State/Zip -- Please Print

Signature: \_\_\_\_\_  
(Printed Signature)

\*\*\*\*\*

This form MUST be completed and filed at the City Codes Department, located in the Municipal Building at 700 N. Jefferson, Junction City, KS 66441, in accordance with directions on the accompanying instruction sheet. Check the appropriate box below for type of application being submitted.

**SECTION 1**

This property is located within: \_\_\_\_\_ Junction City

**Planning Commission**

- \_\_\_\_ Zone Change from Com to Res  
X Special Use Permit  
\_\_\_\_ Site Plan/Development Plan  
\_\_\_\_ Plat ~ preliminary \_\_\_\_; or final \_\_\_\_  
\_\_\_\_ Vacation  
\_\_\_\_ Other \_\_\_\_\_

**Board of Zoning Appeals**

- \_\_\_\_ Conditional Use Permit  
\_\_\_\_ Variance  
\_\_\_\_ Appeal (e.g. decision/interpretation of  
Person administering zoning regulations.)  
\_\_\_\_ Special Exception  
\_\_\_\_ Other \_\_\_\_\_



## SECTION II

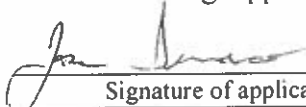
1. Legal description: \_\_\_\_\_  
(If appropriate, a meets and bounds description may be attached.)
2. Property is located at (address) 360 Grant AVE which is  
generally located at (relation to nearest streets/roads) N Monroe St

3. Application area contains 0.91 acres or square footage.

4. Request filed for the following reasons: There are two buildings on this property. One I would like to leave as a commercial property so that I could open a restaurant and the other building that's located behind the restaurant I would like to change from commercial to Residential so that I could live there please. Thank you

(Attach additional sheets, if need; and any supporting documentation {e.g., site plan or drawing} or other applicable information.)

6. Applicant acknowledges receipt of the *instruction sheet* explaining the method of submitting this application. Applicant realizes this application cannot be processed unless it is completely filled in; is accompanied by all required documents (e.g., *written statement explaining reason for request; authorization letter; development plan, etc.*); and the *appropriate fee*. Applicant further certifies that the foregoing information is true and correct to the best of his knowledge. Applicant authorizes unannounced inspections of the subject property by City staff for the purpose of collecting information to review and analyze this request. Applicant further acknowledges that the Planning Commission, Board of Zoning Appeals or Governing Body shall have authority to impose such conditions as it deems necessary in order to serve the public interest and welfare. Applicant further acknowledges he has been advised of his *right to appeal* a decision of the Board of Zoning Appeals to the District Court.



Signature of applicant or agent or property owner

11-20-23

Date

## SECTION III - Office Use Only

This application was received at the office of the City Codes Department on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_; at \_\_\_\_\_ (time). This application has been checked and found to be complete and accompanied by the required documents and the appropriate fee of \$\_\_\_\_\_.

Case No. Assigned: \_\_\_\_\_

Name

Title