

**February 18, 2020
City Commission Room, 701 N. Jefferson, Junction City KS 66441**

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

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

a. Pledge of Allegiance.

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

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

a. Consideration of Appropriation Ordinance A-4 dated Jan 30th 2020-Feb 12th 2020 in the amount of \$1,594,544.31 and pre-approval for items listed below in the amount \$2,500. (p.4)

Joshua Douglass \$2,500

b. Consideration of January 2020 ambulance contractual obligation adjustments for \$51,962.76 and bad debt adjustments for \$17,471.20. (p.37)

c. Consideration of City Commission Minutes for February 4, 2020 meeting. (p.39)

d. Consideration of the request from the Run for the Wall Committee for the event to be held on May 17, 2020. (p.43)

e. Consideration of the request for a Limited Cereal Malt Beverage license for Dollar General Store #2579 located at 211 South Franklin Street. (p.46)

f. Consideration to authorize the Mayor to sign the 2017 and 2018 Justice Assistance Grant Certifications and Assurances. (p.48)

4. APPOINTMENTS:

- [a.](#) Consideration to Appoint to the Junction City Food Policy Council, Joe Handlos, Jill Nelson, Marissa Jones- Flaget, Ann Katt and Vickie Bobbitt each to a two-year term expiring on March 1, 2022. Debbie Savage, Margaret Kilpatrick, Damien Paul St. Julien, Charles Martinez, and Susan Jagerson, ex-officio member, each to a year term expiring on March 1, 2021. (p.52)

5. NEW BUSINESS:

- [a.](#) Consideration of the request Authorizing the Mayor to sign the Letter of Commitment to Partner with Live Well Geary County on the Phase 2 Blue Cross Blue Shield of Kansas Pathways to a Healthy Kansas Grant. (p.56)
- [b.](#) Consideration of the service authorization with HDR Engineering for Wastewater Treatment Plants Phase 2 Design and Kansas Water Pollution Control Revolving Loan Assistance in the amount of \$2,568.435. (p.59)
- [c.](#) Presentation of Pitbull Ordinance Options. (p.104)
- [d.](#) Consideration of Ordinance No. G-1253, Repealing Pit Bull Ban. (p.168)
- [e.](#) Consideration of Ordinance No. G-1254, Restrictions on the Ownership of Pit Bulls. (p.175)
- [f.](#) Consideration of Ordinance No. G-1255, Amendments to References in Other Ordinances Pertaining to Pit Bulls. (p.179)
- [g.](#) Consideration of Award of Bid to AAIM Services in the amount of \$60,400.00 for the replacement of the heating and air conditioning for the Municipal Building Gym. (p.182)
- [h.](#) Consideration of the request to Exchange Federal Funds from the Kansas Department of Transportation for 2020 under the Federal-Aid Exchange Master Agreement. (p.251)
- [i.](#) Consideration of the KDOT Supplement Agreement No. 1 to Agreement No. 172-18 for the roundabout at K-18 & Karns Drive. (p.256)
- [j.](#) Consideration of the request to proceed with the implementation of the Dataguard proposal from Thinkgard for computer system backups. (p.276)
- [k.](#) Consideration of the request to proceed with the implementation of the Cloud Services proposal from Thinkgard for backups of the City's Office 365 software. (p.289)

- [l.](#) Consideration to Award the Demolition of 125 East Elm Street bid to Glessner Dirt Contracting of Junction City, Kansas in the amount not to exceed \$4,950. (p.298)
- [m.](#) Consideration to Award the Demolition of 336 West 17th Street bid to Glessner Dirt Contracting of Junction City, Kansas in the amount not to exceed \$5,350. (p.304)
- [n.](#) Consideration to Award the Demolition of 523 West 14th Street bid to Glessner Dirt Contracting of Junction City, Kansas in the amount not to exceed \$4,750. (p.310)

6. COMMISSIONER COMMENTS & COMMITTEE REPORTS:

7. STAFF COMMENTS:

8. ADJOURNMENT:

Item Attachment Documents:

- a. Consideration of Appropriation Ordinance A-4 dated Jan 30th 2020-Feb 12th 2020 in the amount of \$1,594,544.31 and pre-approval for items listed below in the amount \$2,500.00.

Joshua Douglass \$2,500.00

City of Junction City

City Commission

Agenda Memo

February 18th 2020

From: Cynthia Sinkler, Water Billing and Accounts Payable Manager
To: City Commissioners
Subject: Consideration of Appropriation Ordinance A-4 dated Jan 30th 2020-Feb 12th 2020 in the amount of \$1,594,544.31 and pre-approval for items listed below in the amount \$2,500.00

Background: Attached is a Listing and Checks - Appropriations for Jan 30th 2020-Feb 12th 2020

Appropriations: Jan 30th 2020-Feb 12th 2020

ACH Payment or Payments due before next meeting –Total \$2,500.00

Joshua Douglass	\$2,500.00
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Junction City, KS

Appropriations-January 30th 2020-February 12th 2020-CS

By Fund

Post Dates 01/30/2020 - 02/12/2020

Vendor Name	Payable Number	Post Date	Description (Item)	(None)	Amount
Fund: 001 - GENERAL FUND					
Department: 000 - NON-DEPARTMENTAL					
Vendor: 012130 - CITY OF JUNCTION CITY					
CITY OF JUNCTION CITY	INV0017938	01/31/2020	CITY OF JUNCTION CITY (G-FEE)		10.00
Vendor 012130 - CITY OF JUNCTION CITY Total:					10.00
Vendor: 03067 - CITY OF JUNCTION CITY-EE OVERPAYMENT CORRECTION					
CITY OF JUNCTION CITY-EE OVE...	INV0017934	01/31/2020	EE OVERTIME PAYMENT		495.48
Vendor 03067 - CITY OF JUNCTION CITY-EE OVERPAYMENT CORRECTION Total:					495.48
Vendor: 02952 - FAMILY HEALTH CARE CLINIC					
FAMILY HEALTH CARE CLINIC	INV0017935	01/31/2020	GARNISHMENT		298.08
Vendor 02952 - FAMILY HEALTH CARE CLINIC Total:					298.08
Vendor: 025326 - FIREMEN'S RELIEF ASSOCIATION					
FIREMEN'S RELIEF ASSOCIATION	INV0017937	01/31/2020	FIREMANS RELIEF		231.77
Vendor 025326 - FIREMEN'S RELIEF ASSOCIATION Total:					231.77
Vendor: 01944 - GREAT WEST FINANCIAL					
GREAT WEST FINANCIAL	INV0017943	01/31/2020	GREAT WEST FINANCIAL		6,702.77
Vendor 01944 - GREAT WEST FINANCIAL Total:					6,702.77
Vendor: 001010 - INTERNAL REVENUE SERVICE					
INTERNAL REVENUE SERVICE	INV0017907	01/31/2020	FEDERAL WITHHOLDING		734.56
INTERNAL REVENUE SERVICE	INV0017908	01/31/2020	MEDICARE WITHHOLDING		145.30
INTERNAL REVENUE SERVICE	INV0017913	01/31/2020	SOCIAL SECURITY WITHHOLDING		4.76
INTERNAL REVENUE SERVICE	INV0017914	01/31/2020	FEDERAL WITHHOLDING		184.72
INTERNAL REVENUE SERVICE	INV0017915	01/31/2020	MEDICARE WITHHOLDING		26.12
INTERNAL REVENUE SERVICE	INV0017918	01/31/2020	FEDERAL WITHHOLDING		2.79
INTERNAL REVENUE SERVICE	INV0017919	01/31/2020	MEDICARE WITHHOLDING		0.38
INTERNAL REVENUE SERVICE	INV0017927	01/31/2020	SOCIAL SECURITY WITHHOLDING		2,340.66
INTERNAL REVENUE SERVICE	INV0017928	01/31/2020	FEDERAL WITHHOLDING		1,168.93
INTERNAL REVENUE SERVICE	INV0017929	01/31/2020	MEDICARE WITHHOLDING		547.38
INTERNAL REVENUE SERVICE	INV0017948	01/31/2020	SOCIAL SECURITY WITHHOLDING		11,911.58
INTERNAL REVENUE SERVICE	INV0017949	01/31/2020	FEDERAL WITHHOLDING		32,046.96
INTERNAL REVENUE SERVICE	INV0017950	01/31/2020	MEDICARE WITHHOLDING		9,949.30
Vendor 001010 - INTERNAL REVENUE SERVICE Total:					59,063.44
Vendor: 039125 - JCPOA					
JCPOA	INV0017945	01/31/2020	JCPOA		860.00
Vendor 039125 - JCPOA Total:					860.00
Vendor: 00813 - JUNCTION CITY FIREFIGHTERS AID ASSOCIATION					
JUNCTION CITY FIREFIGHTERS A...	INV0017936	01/31/2020	FIREFIGHTERS AID ASSOCIATION		245.00
Vendor 00813 - JUNCTION CITY FIREFIGHTERS AID ASSOCIATION Total:					245.00
Vendor: 042540 - KANSAS DEPT OF REVENUE					
KANSAS DEPT OF REVENUE	INV0017906	01/31/2020	STATE WITHHOLDING		283.39
KANSAS DEPT OF REVENUE	INV0017912	01/31/2020	STATE WITHHOLDING		51.09
KANSAS DEPT OF REVENUE	INV0017917	01/31/2020	STATE WITHHOLDING		0.78
KANSAS DEPT OF REVENUE	INV0017926	01/31/2020	STATE WITHHOLDING		703.95
KANSAS DEPT OF REVENUE	INV0017947	01/31/2020	STATE WITHHOLDING		14,129.43
Vendor 042540 - KANSAS DEPT OF REVENUE Total:					15,168.64
Vendor: 043859 - KANSAS PUBLIC EMPLOYEES					
KANSAS PUBLIC EMPLOYEES	INV0017905	01/31/2020	KP&F		1,460.80
KANSAS PUBLIC EMPLOYEES	INV0017909	01/31/2020	KP&F		252.01
KANSAS PUBLIC EMPLOYEES	INV0017910	01/31/2020	KPERS #3		5.60
KANSAS PUBLIC EMPLOYEES	INV0017911	01/31/2020	KPERS INSURANCE		0.38
KANSAS PUBLIC EMPLOYEES	INV0017916	01/31/2020	KP&F		3.97

Appropriations-January 30th 2020-February 12th 20
Post Dates: 01/30/2020 - 02/12/2020

Vendor Name	Payable Number	Post Date	Description (Item)	(None)	Amount
KANSAS PUBLIC EMPLOYEES	INV0017922	01/31/2020	KPERS #1		509.74
KANSAS PUBLIC EMPLOYEES	INV0017923	01/31/2020	KPERS #2		496.42
KANSAS PUBLIC EMPLOYEES	INV0017924	01/31/2020	KPERS #3		1,933.83
KANSAS PUBLIC EMPLOYEES	INV0017925	01/31/2020	KPERS INSURANCE		188.71
KANSAS PUBLIC EMPLOYEES	INV0017939	01/31/2020	KP&F		72,859.79
KANSAS PUBLIC EMPLOYEES	INV0017940	01/31/2020	KPERS #1		4,222.38
KANSAS PUBLIC EMPLOYEES	INV0017941	01/31/2020	KPERS #2		3,966.48
KANSAS PUBLIC EMPLOYEES	INV0017942	01/31/2020	KPERS #3		4,514.23
KANSAS PUBLIC EMPLOYEES	INV0017944	01/31/2020	KPERS INSURANCE		869.53
Vendor 043859 - KANSAS PUBLIC EMPLOYEES Total:					91,283.87
Vendor: 079629 - UNITED WAY OF JUNCTION CITY-GEARY COUNTY					
UNITED WAY OF JUNCTION CITY...	INV0017946	01/31/2020	UNITED WAY		31.50
Vendor 079629 - UNITED WAY OF JUNCTION CITY-GEARY COUNTY Total:					31.50
Department 000 - NON-DEPARTMENTAL Total:					174,390.55
Department: 002 - INFORMATION TECHNOLOGY SYSTEMS					
Vendor: 010556 - CDW GOVERNMENT INC					
CDW GOVERNMENT INC	WQS9229	01/31/2020	Netmotion License		1,375.00
CDW GOVERNMENT INC	WQS9229	01/31/2020	Netmotion License Maint		317.45
Vendor 010556 - CDW GOVERNMENT INC Total:					1,692.45
Vendor: 00957 - CENTURYLINK COMMUNICATION, INC.					
CENTURYLINK COMMUNICATI...	JAN 2020	02/05/2020	INFORMATION SYSTEMS		13.88
Vendor 00957 - CENTURYLINK COMMUNICATION, INC. Total:					13.88
Vendor: 01604 - COX BUSINESS SERVICES					
COX BUSINESS SERVICES	Feb 2020	02/01/2020	Channel 3 Digital Music		38.17
COX BUSINESS SERVICES	Feb 2020	02/01/2020	Metro E - Municipal Building		1,500.00
COX BUSINESS SERVICES	Feb 2020	02/01/2020	Phone Lines - Cox		49.30
COX BUSINESS SERVICES	Feb 2020	02/01/2020	TV Charges		10.49
Vendor 01604 - COX BUSINESS SERVICES Total:					1,597.96
Vendor: 02979 - IMMEDIION LLC					
IMMEDIION LLC	80480	02/01/2020	VXRail - Cloud Witness		335.00
Vendor 02979 - IMMEDIION LLC Total:					335.00
Vendor: 059998 - INCODE					
INCODE	025-284727	02/01/2020	Report Writer		10.73
INCODE	025-284727	02/01/2020	Web Publishing Fees		400.00
Vendor 059998 - INCODE Total:					410.73
Vendor: 03014 - TRUSTED TECH TEAM, INC.					
TRUSTED TECH TEAM, INC.	3754	02/07/2020	GVPD - Office 365 Mailboxes		97.37
TRUSTED TECH TEAM, INC.	3754	02/07/2020	Office 365 Mailboxes		104.86
TRUSTED TECH TEAM, INC.	3757	02/07/2020	GVPD - Office 365 Mailboxes		52.00
TRUSTED TECH TEAM, INC.	3757	02/07/2020	Office 365 Mailboxes - Barracu...		56.00
Vendor 03014 - TRUSTED TECH TEAM, INC. Total:					310.23
Department 002 - INFORMATION TECHNOLOGY SYSTEMS Total:					4,360.25
Department: 003 - ADMINISTRATION					
Vendor: 02484 - ALLIED BUSINESS SOLUTIONS LLC					
ALLIED BUSINESS SOLUTIONS L...	1940 Jan-2020	02/03/2020	ELiminate Sales tax		0.62
ALLIED BUSINESS SOLUTIONS L...	1940 Jan-2020	02/03/2020	Reduce Universal Fund		6.02
ALLIED BUSINESS SOLUTIONS L...	1940 Jan-2020	02/03/2020	Change Corporate Plan POTs lin...		128.26
Vendor 02484 - ALLIED BUSINESS SOLUTIONS LLC Total:					134.90
Vendor: 00957 - CENTURYLINK COMMUNICATION, INC.					
CENTURYLINK COMMUNICATI...	JAN 2020	02/05/2020	ADMINISTRATION		137.49
Vendor 00957 - CENTURYLINK COMMUNICATION, INC. Total:					137.49
Vendor: 01604 - COX BUSINESS SERVICES					
COX BUSINESS SERVICES	Feb 2020	02/01/2020	Phone Lines - Cox		221.83
Vendor 01604 - COX BUSINESS SERVICES Total:					221.83

Appropriations-January 30th 2020-February 12th 20
Post Dates: 01/30/2020 - 02/12/2020

Vendor Name	Payable Number	Post Date	Description (Item)	(None)	Amount
Vendor: 043802 - EVERGY					
EVERGY	JAN1-2020	02/11/2020	700 N JEFFERSON		1,657.72
				Vendor 043802 - EVERGY Total:	1,657.72
Vendor: 043271 - KANSAS GAS SERVICE					
KANSAS GAS SERVICE	CITY HALL-JAN 2020	02/11/2020	700 N JEFFERSON-		425.69
				Vendor 043271 - KANSAS GAS SERVICE Total:	425.69
Vendor: 024740 - LOGAN BUSINESS MACHINES					
LOGAN BUSINESS MACHINES	IN85826	02/03/2020	ADMINISTRATION COPIER		162.03
				Vendor 024740 - LOGAN BUSINESS MACHINES Total:	162.03
Vendor: 059898 - NEX-TECH					
NEX-TECH	JANUARY 2020	02/05/2020	NEX-GEN ROUND UP FOR YOU...		0.99
				Vendor 059898 - NEX-TECH Total:	0.99
Vendor: 063663 - PITNEY BOWES PURCHASE POWER					
PITNEY BOWES PURCHASE PO...	JANUARY 2020	02/11/2020	POSTAGE REFILL-ACCOUNTS PA...		230.77
PITNEY BOWES PURCHASE PO...	JANUARY 2020	02/11/2020	POSTAGE REFILL-CITY MANAGE...		230.77
				Vendor 063663 - PITNEY BOWES PURCHASE POWER Total:	461.54
Vendor: 02667 - SEATON PUBLISHING CO. INC.					
SEATON PUBLISHING CO. INC.	42080	01/31/2020	HVAC BID CITY HALL		37.00
SEATON PUBLISHING CO. INC.	42153	01/31/2020	2019 CITY 4TH QUARTER TREA...		192.00
				Vendor 02667 - SEATON PUBLISHING CO. INC. Total:	229.00
Vendor: 01167 - STAPLES ADVANTAGE					
STAPLES ADVANTAGE	3438144580	02/01/2020	FILE POCKETS, ENTERED STAMP...		39.11
				Vendor 01167 - STAPLES ADVANTAGE Total:	39.11
Vendor: 03014 - TRUSTED TECH TEAM, INC.					
TRUSTED TECH TEAM, INC.	3754	02/07/2020	Office 365 Mailboxes		112.35
TRUSTED TECH TEAM, INC.	3757	02/07/2020	Office 365 Mailboxes - Barracu...		60.00
				Vendor 03014 - TRUSTED TECH TEAM, INC. Total:	172.35
Vendor: 01671 - UNDERGROUND VAULTS & STORAGE, INC.					
UNDERGROUND VAULTS & STO...	207885	01/31/2020	SHRED SERVICE: 64 GALLON CO...		35.00
				Vendor 01671 - UNDERGROUND VAULTS & STORAGE, INC. Total:	35.00
Vendor: 00970 - VERIZON WIRELESS					
VERIZON WIRELESS	ADMIN-JAN 2020	02/04/2020	785-307-1769 CITY CLERK-MEL...		43.98
VERIZON WIRELESS	ADMIN-JAN 2020	02/04/2020	808-284-9463-HR-PULA		43.73
VERIZON WIRELESS	ADMIN-JAN 2020	02/04/2020	785-280-3591-CITY MANAGER-...		43.73
VERIZON WIRELESS	ADMIN-JAN 2020	02/04/2020	785-532-8788 FINANCE DIRECT...		43.73
VERIZON WIRELESS	ADMIN-JAN 2020	02/04/2020	785-410-1876-AP/WATER UTILI...		24.37
VERIZON WIRELESS	ADMIN-JAN 2020	02/04/2020	785-210-5320-CITY TREASURER...		43.73
				Vendor 00970 - VERIZON WIRELESS Total:	243.27
				Department 003 - ADMINISTRATION Total:	3,920.92
Department: 008 - BUILDING MAINTENANCE					
Vendor: 02190 - JON DOE ENTERPRISES					
JON DOE ENTERPRISES	1087	02/05/2020	REPAIR ROOF LEAKS, 12TH ST C...		1,385.00
				Vendor 02190 - JON DOE ENTERPRISES Total:	1,385.00
Vendor: 03014 - TRUSTED TECH TEAM, INC.					
TRUSTED TECH TEAM, INC.	3754	02/07/2020	Office 365 Mailboxes		14.98
TRUSTED TECH TEAM, INC.	3757	02/07/2020	Office 365 Mailboxes - Barracu...		8.00
				Vendor 03014 - TRUSTED TECH TEAM, INC. Total:	22.98
Vendor: 00970 - VERIZON WIRELESS					
VERIZON WIRELESS	P & R JAN 2020	02/04/2020	6618 BM WILLIAMS		43.73
VERIZON WIRELESS	P & R JAN 2020	02/04/2020	1761 BM WRIGHT		43.73
				Vendor 00970 - VERIZON WIRELESS Total:	87.46
Vendor: 01868 - WEX BANK					
WEX BANK	63781904	02/11/2020	BUILDING MAINT-FUEL		259.19
				Vendor 01868 - WEX BANK Total:	259.19
				Department 008 - BUILDING MAINTENANCE Total:	1,754.63

Vendor Name	Payable Number	Post Date	Description (Item)	(None)	Amount
Department: 010 - PARKS DEPARTMENT					
Vendor: 006660 - BAYER CONSTRUCTION CO.					
BAYER CONSTRUCTION CO.	SMS617484	02/07/2020	AG LIME, NORTH PARK FIELDS		276.07
Vendor 006660 - BAYER CONSTRUCTION CO. Total:					276.07
Vendor: 01604 - COX BUSINESS SERVICES					
COX BUSINESS SERVICES	Feb 2020	02/01/2020	WUPD - Internet		173.99
COX BUSINESS SERVICES	Feb 2020	02/01/2020	WUPD - Metro E		182.50
COX BUSINESS SERVICES	Feb 2020	02/01/2020	WUPD - Telephone		84.25
Vendor 01604 - COX BUSINESS SERVICES Total:					440.74
Vendor: 043802 - EVERGY					
EVERGY	JAN1-2020	02/11/2020	1900 THOMPSON-CONCESION		196.33
EVERGY	JAN1-2020	02/11/2020	5TH ST PARK LIGHT POLES		482.84
EVERGY	JAN1-2020	02/11/2020	CLEARY PARK LIGHTS		544.08
EVERGY	JAN1-2020	02/11/2020	302 W 18TH-BUFFALO SOLDIER		303.28
EVERGY	JAN1-2020	02/11/2020	RIMROCK PARK & PAL		453.94
EVERGY	JAN1-2020	02/11/2020	900 W 13TH-RATHERT FIELD		358.55
EVERGY	JAN1-2020	02/11/2020	420 GRANT-BRAMLAGE		121.65
EVERGY	JAN1-2020	02/11/2020	2307 N JACKSON-POLE LIGHTS		381.05
EVERGY	JAN1-2020	02/11/2020	145 E ASH-RIVER WALK		200.74
EVERGY	JAN1-2020	02/11/2020	1020 W 11TH 1/2-CLEARY BLDG		53.03
EVERGY	JAN1-2020	02/11/2020	920 E 5TH-SERTOMA PARK LIG...		29.16
EVERGY	JAN1-2020	02/11/2020	100 GRANT-WASH-MONT PLAZA		69.43
EVERGY	JAN1-2020	02/11/2020	SOUTH PARK LIGHTS		183.96
EVERGY	JAN1-2020	02/11/2020	1500 ST MARY RD-SOUTH PK B...		27.27
EVERGY	JAN1-2020	02/11/2020	104 ASH-TENNIS LIGHTS-CORO...		23.87
EVERGY	JAN1-2020	02/11/2020	1021 GRANT-FEMA LAND		23.87
EVERGY	JAN1-2020	02/11/2020	200 N EISENHOWER-SIGN		23.87
EVERGY	JAN1-2020	02/11/2020	1017 W 5TH-TENNIS		57.11
EVERGY	JAN1-2020	02/11/2020	900 W 12TH-PARK LIGHT		23.87
EVERGY	JAN1-2020	02/11/2020	1101 W 12-CLEARY PARK BATH...		23.87
EVERGY	JAN1-2020	02/11/2020	930 E GUNNER-PATH LIGHT		46.06
EVERGY	JAN1-2020	02/11/2020	920 E GUNNER-PATH LIGHT		44.45
EVERGY	JAN1-2020	02/11/2020	5TH & EISENHOWER-SIGN		41.01
EVERGY	JAN1-2020	02/11/2020	1821 CAROLINE AVE-BLUFFS		27.72
EVERGY	JAN1-2020	02/11/2020	102 W ASH-BATHROOMS-COR...		36.19
EVERGY	JAN1-2020	02/11/2020	1200 N FRANKLIN ST		72.33
EVERGY	JAN1-2020	02/11/2020	2301 VALLEY DR-PLANTERS		23.34
EVERGY	JAN1-2020	02/11/2020	511 N JEFFERSON-HERITAGE		140.51
Vendor 043802 - EVERGY Total:					4,013.38
Vendor: 043271 - KANSAS GAS SERVICE					
KANSAS GAS SERVICE	PW/PARKS-JAN 2020	02/11/2020	2307 N JACKSON-PARKS		451.87
Vendor 043271 - KANSAS GAS SERVICE Total:					451.87
Vendor: 063663 - PITNEY BOWES PURCHASE POWER					
PITNEY BOWES PURCHASE PO...	JANUARY 2020	02/11/2020	POSTAGE REFILL-PARKS		230.77
Vendor 063663 - PITNEY BOWES PURCHASE POWER Total:					230.77
Vendor: 00766 - SITEONE LANDSCAPE SUPPLY HOLDING, LLC					
SITEONE LANDSCAPE SUPPLY H...	96889220-001	02/11/2020	FERTILIZER SPREADER		449.98
Vendor 00766 - SITEONE LANDSCAPE SUPPLY HOLDING, LLC Total:					449.98
Vendor: 02840 - Synovia Solutions, LLC					
Synovia Solutions, LLC	127197	01/31/2020	1/1/2020-12/31/2020 LL 48205		706.80
Vendor 02840 - Synovia Solutions, LLC Total:					706.80
Vendor: 03014 - TRUSTED TECH TEAM, INC.					
TRUSTED TECH TEAM, INC.	3754	02/07/2020	Office 365 Mailboxes		29.96
TRUSTED TECH TEAM, INC.	3757	02/07/2020	Office 365 Mailboxes - Barracu...		16.00
Vendor 03014 - TRUSTED TECH TEAM, INC. Total:					45.96
Vendor: 00970 - VERIZON WIRELESS					
VERIZON WIRELESS	P & R JAN 2020	02/04/2020	7131 PR DIRECTOR LAZEAR		48.73

Appropriations-January 30th 2020-February 12th 20
Post Dates: 01/30/2020 - 02/12/2020

Vendor Name	Payable Number	Post Date	Description (Item)	(None)	Amount
VERIZON WIRELESS	P & R JAN 2020	02/04/2020	5621-REC POOLE		43.73
Vendor 00970 - VERIZON WIRELESS Total:					92.46
Vendor: 01868 - WEX BANK					
WEX BANK	63781904	02/11/2020	PARKS--FUEL		537.15
Vendor 01868 - WEX BANK Total:					537.15
Department 010 - PARKS DEPARTMENT Total:					7,245.18
Department: 011 - SWIMMING POOL					
Vendor: 01604 - COX BUSINESS SERVICES					
COX BUSINESS SERVICES	Feb 2020	02/01/2020	Pool - Phone		35.24
COX BUSINESS SERVICES	Feb 2020	02/01/2020	Pool - Internet Connection		173.99
Vendor 01604 - COX BUSINESS SERVICES Total:					209.23
Vendor: 043802 - EVERGY					
EVERGY	JAN1-2020	02/11/2020	5TH ST POOL		102.45
Vendor 043802 - EVERGY Total:					102.45
Vendor: 03014 - TRUSTED TECH TEAM, INC.					
TRUSTED TECH TEAM, INC.	3754	02/07/2020	Office 365 Mailboxes		14.98
TRUSTED TECH TEAM, INC.	3757	02/07/2020	Office 365 Mailboxes - Barracu...		8.00
Vendor 03014 - TRUSTED TECH TEAM, INC. Total:					22.98
Department 011 - SWIMMING POOL Total:					334.66
Department: 013 - SPIN CITY					
Vendor: 01604 - COX BUSINESS SERVICES					
COX BUSINESS SERVICES	Feb 2020	02/01/2020	SC - Metro E		182.50
COX BUSINESS SERVICES	Feb 2020	02/01/2020	Spin City - Cable		142.44
COX BUSINESS SERVICES	Feb 2020	02/01/2020	Spin City - Telephone		91.19
COX BUSINESS SERVICES	Feb 2020	02/01/2020	Spin City - Internet		173.99
Vendor 01604 - COX BUSINESS SERVICES Total:					590.12
Vendor: 043802 - EVERGY					
EVERGY	JAN1-2020	02/11/2020	915 S WASHINGTON-SPIN CITY		971.60
EVERGY	JAN1-2020	02/11/2020	915 S WASHINGTON-GOLF-SPI...		68.15
Vendor 043802 - EVERGY Total:					1,039.75
Vendor: 03014 - TRUSTED TECH TEAM, INC.					
TRUSTED TECH TEAM, INC.	3754	02/07/2020	Office 365 Mailboxes		7.49
TRUSTED TECH TEAM, INC.	3757	02/07/2020	Office 365 Mailboxes - Barracu...		4.00
Vendor 03014 - TRUSTED TECH TEAM, INC. Total:					11.49
Vendor: 00970 - VERIZON WIRELESS					
VERIZON WIRELESS	P & R JAN 2020	02/04/2020	4006-SC MGR GRAY		43.73
Vendor 00970 - VERIZON WIRELESS Total:					43.73
Department 013 - SPIN CITY Total:					1,685.09
Department: 014 - jUNCTION CITY AIRPORT					
Vendor: 01604 - COX BUSINESS SERVICES					
COX BUSINESS SERVICES	Feb 2020	02/01/2020	Airport - Internet Connection		47.95
COX BUSINESS SERVICES	Feb 2020	02/01/2020	Airport - Phone		52.01
Vendor 01604 - COX BUSINESS SERVICES Total:					99.96
Vendor: 043802 - EVERGY					
EVERGY	JAN1-2020	02/11/2020	540 AIRPORT RD 100		77.04
EVERGY	JAN1-2020	02/11/2020	2619 N JACKSON-AIRPORT LIGH...		50.78
EVERGY	JAN1-2020	02/11/2020	500 W 18TH-AIRPORT MAIN		308.82
EVERGY	JAN1-2020	02/11/2020	520 AIRPORT RD		164.09
Vendor 043802 - EVERGY Total:					600.73
Department 014 - jUNCTION CITY AIRPORT Total:					700.69
Department: 017 - ROLLING MEADOWS GOLF COURSE					
Vendor: 01548 - C & K CONSTRUCTION					
C & K CONSTRUCTION	085342	01/31/2020	EXPANSION TANK AND FLOOR ...		1,537.00
Vendor 01548 - C & K CONSTRUCTION Total:					1,537.00

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Vendor: 00957 - CENTURYLINK COMMUNICATION, INC.					
CENTURYLINK COMMUNICATI...	JAN 2020	02/05/2020	GOLF COURSE		160.57
Vendor 00957 - CENTURYLINK COMMUNICATION, INC. Total:					160.57
Vendor: 01604 - COX BUSINESS SERVICES					
COX BUSINESS SERVICES	Feb 2020	02/01/2020	Golf - Internet Connection		173.99
COX BUSINESS SERVICES	Feb 2020	02/01/2020	Golf - Metro E		195.06
COX BUSINESS SERVICES	Feb 2020	02/01/2020	TV Charges		13.99
Vendor 01604 - COX BUSINESS SERVICES Total:					383.04
Vendor: 017700 - DS&O RURAL ELECTRIC					
DS&O RURAL ELECTRIC	JANUARY 2020	02/11/2020	GOLF COURSE		1,387.28
DS&O RURAL ELECTRIC	JANUARY 2020	02/11/2020	GOLF CLUB HOUSE		1,372.31
DS&O RURAL ELECTRIC	JANUARY 2020	02/11/2020	GOLF COURSE-CART SHED		91.20
Vendor 017700 - DS&O RURAL ELECTRIC Total:					2,850.79
Vendor: 02464 - EXPRESS OFFICE SOLUTIONS, LLC					
EXPRESS OFFICE SOLUTIONS, LLC	003672-00	02/10/2020	ink for printer		452.53
Vendor 02464 - EXPRESS OFFICE SOLUTIONS, LLC Total:					452.53
Vendor: 026399 - FLINT HILLS BEVERAGE LLC					
FLINT HILLS BEVERAGE LLC	548-02566	02/10/2020	BEER FOR RESALE		76.19
Vendor 026399 - FLINT HILLS BEVERAGE LLC Total:					76.19
Vendor: 026585 - FOOTJOY/TITLEIST					
FOOTJOY/TITLEIST	908338653	02/10/2020	BALLS FOR RESALE		121.57
FOOTJOY/TITLEIST	908617416	02/10/2020	BALLS FOR RESALE		3,005.12
FOOTJOY/TITLEIST	908626915	02/10/2020	BALLS FOR RESALE		1,400.36
FOOTJOY/TITLEIST	908635332	02/10/2020	BALLS FOR RESALE		705.03
Vendor 026585 - FOOTJOY/TITLEIST Total:					5,232.08
Vendor: 028140 - GEARY COUNTY RWD #4					
GEARY COUNTY RWD #4	021620	02/10/2020	WATER FOR CLUBHOUSE		40.06
Vendor 028140 - GEARY COUNTY RWD #4 Total:					40.06
Vendor: 00762 - KANSAS GOLF AND TURF					
KANSAS GOLF AND TURF	02-211456	02/10/2020	OIL SEAL		20.78
Vendor 00762 - KANSAS GOLF AND TURF Total:					20.78
Vendor: 020860 - MID KANSAS COOPERATIVE ASSOCIATION					
MID KANSAS COOPERATIVE AS...	ENG101137375	02/10/2020	FUEL FOR EQUIPMENT		977.44
MID KANSAS COOPERATIVE AS...	MHB101003083	02/10/2020	FUEL FOR EQUIPMENT		424.28
Vendor 020860 - MID KANSAS COOPERATIVE ASSOCIATION Total:					1,401.72
Vendor: 059898 - NEX-TECH					
NEX-TECH	JANUARY 2020	02/05/2020	GOLF COURSE		1.08
Vendor 059898 - NEX-TECH Total:					1.08
Vendor: 01369 - PROPANE CENTRAL					
PROPANE CENTRAL	U1713361	02/10/2020	PROPANE FOR SHOP		941.73
Vendor 01369 - PROPANE CENTRAL Total:					941.73
Vendor: 065640 - R & R PRODUCTS CO.					
R & R PRODUCTS CO.	CD2411951	02/10/2020	RANGE TEE MARKERS		49.98
R & R PRODUCTS CO.	CD2413259	02/10/2020	BED KNIVES		218.05
R & R PRODUCTS CO.	CD2414312	02/10/2020	RANGER BANNER		290.53
Vendor 065640 - R & R PRODUCTS CO. Total:					558.56
Vendor: 00766 - SITEONE LANDSCAPE SUPPLY HOLDING, LLC					
SITEONE LANDSCAPE SUPPLY H...	96889766-001	02/10/2020	HERBICIDE		1,462.48
SITEONE LANDSCAPE SUPPLY H...	96889766-001	02/10/2020	HERBICIDE		69.62
Vendor 00766 - SITEONE LANDSCAPE SUPPLY HOLDING, LLC Total:					1,532.10
Vendor: 03014 - TRUSTED TECH TEAM, INC.					
TRUSTED TECH TEAM, INC.	3754	02/07/2020	Office 365 Mailboxes		37.45
TRUSTED TECH TEAM, INC.	3757	02/07/2020	Office 365 Mailboxes - Barracu...		20.00
Vendor 03014 - TRUSTED TECH TEAM, INC. Total:					57.45
Vendor: 00970 - VERIZON WIRELESS					
VERIZON WIRELESS	P & R JAN 2020	02/04/2020	316-304-2546-GOLF-YOUNGERS		43.73

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VERIZON WIRELESS	P & R JAN 2020	02/04/2020	785-307-2045-GOLF-MAINTEN...		40.01
Vendor 00970 - VERIZON WIRELESS Total:					83.74
Vendor: 01092 - WINFIELD SOLUTIONS LLC					
WINFIELD SOLUTIONS LLC	63587408	02/10/2020	DRIFT AGENT		244.00
Vendor 01092 - WINFIELD SOLUTIONS LLC Total:					244.00
Department 017 - ROLLING MEADOWS GOLF COURSE Total:					15,573.42
Department: 018 - EMERGENCY MEDICAL SERVICES					
Vendor: 02444 - BOUND TREE MEDICAL, LLC					
BOUND TREE MEDICAL, LLC	83491274	01/30/2020	MEDICAL SUPPLIES		1,231.45
BOUND TREE MEDICAL, LLC	83492765	01/31/2020	MEDICAL SUPPLIES		246.29
Vendor 02444 - BOUND TREE MEDICAL, LLC Total:					1,477.74
Vendor: 00957 - CENTURYLINK COMMUNICATION, INC.					
CENTURYLINK COMMUNICATI...	JAN 2020	02/05/2020	AMBULANCE		46.28
Vendor 00957 - CENTURYLINK COMMUNICATION, INC. Total:					46.28
Vendor: 01604 - COX BUSINESS SERVICES					
COX BUSINESS SERVICES	Feb 2020	02/01/2020	Outside - FS2 Internet		160.00
COX BUSINESS SERVICES	Feb 2020	02/01/2020	Fire Station 2 - Metro E 50%		91.25
COX BUSINESS SERVICES	Feb 2020	02/01/2020	Fire Station 2 - Phone 50%		66.56
COX BUSINESS SERVICES	Feb 2020	02/01/2020	Phone Lines - Cox (50%)		123.24
Vendor 01604 - COX BUSINESS SERVICES Total:					441.05
Vendor: 043802 - EVERGY					
EVERGY	JAN1-2020	02/11/2020	700 N JEFFERSON		818.85
Vendor 043802 - EVERGY Total:					818.85
Vendor: 043271 - KANSAS GAS SERVICE					
KANSAS GAS SERVICE	CITY HALL-JAN 2020	02/11/2020	700 N JEFFERSON-		212.86
Vendor 043271 - KANSAS GAS SERVICE Total:					212.86
Vendor: 061198 - OMNI BILLING					
OMNI BILLING	13120	02/03/2020	AMBULANCE BILLING - 2020		5,155.60
Vendor 061198 - OMNI BILLING Total:					5,155.60
Vendor: 063663 - PITNEY BOWES PURCHASE POWER					
PITNEY BOWES PURCHASE PO...	JANUARY 2020	02/11/2020	POSTAGE REFILL-AMBULANCE		230.77
Vendor 063663 - PITNEY BOWES PURCHASE POWER Total:					230.77
Vendor: 03014 - TRUSTED TECH TEAM, INC.					
TRUSTED TECH TEAM, INC.	3754	02/07/2020	Office 365 Mailboxes		389.48
TRUSTED TECH TEAM, INC.	3757	02/07/2020	Office 365 Mailboxes		208.00
Vendor 03014 - TRUSTED TECH TEAM, INC. Total:					597.48
Vendor: 01868 - WEX BANK					
WEX BANK	63781904	02/11/2020	AMBULANCE-FUEL		1,910.45
Vendor 01868 - WEX BANK Total:					1,910.45
Department 018 - EMERGENCY MEDICAL SERVICES Total:					10,891.08
Department: 021 - ENGINEERING DEPARTMENT					
Vendor: 01604 - COX BUSINESS SERVICES					
COX BUSINESS SERVICES	Feb 2020	02/01/2020	Phone Lines - Cox		147.89
Vendor 01604 - COX BUSINESS SERVICES Total:					147.89
Department 021 - ENGINEERING DEPARTMENT Total:					147.89
Department: 022 - BUILDING CODES & INSPECTIONS					
Vendor: 00957 - CENTURYLINK COMMUNICATION, INC.					
CENTURYLINK COMMUNICATI...	JAN 2020	02/05/2020	CODE ENFORCEMENT		46.28
Vendor 00957 - CENTURYLINK COMMUNICATION, INC. Total:					46.28
Vendor: 01604 - COX BUSINESS SERVICES					
COX BUSINESS SERVICES	Feb 2020	02/01/2020	TV Charges		10.49
Vendor 01604 - COX BUSINESS SERVICES Total:					10.49
Vendor: 063663 - PITNEY BOWES PURCHASE POWER					
PITNEY BOWES PURCHASE PO...	JANUARY 2020	02/11/2020	POSTAGE REFILL-CODES		230.77

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Vendor Name	Payable Number	Post Date	Description (Item)	(None)	Amount
PITNEY BOWES PURCHASE PO...	JANUARY 2020	02/11/2020	POSTAGE REFILL-BLIGHTS		230.77
Vendor 063663 - PITNEY BOWES PURCHASE POWER Total:					461.54
Vendor: 02667 - SEATON PUBLISHING CO. INC.					
SEATON PUBLISHING CO. INC.	42950	01/31/2020	125 E. ELM ST. DEMOLITION BID		33.00
SEATON PUBLISHING CO. INC.	42952	01/31/2020	335 W 15TH ST DEMOLITION BID		33.00
SEATON PUBLISHING CO. INC.	42954	01/31/2020	336 W 17TH ST. DEMOLITION B...		33.00
SEATON PUBLISHING CO. INC.	42970	01/31/2020	523 W 14TH ST DEMOLITION BID		33.00
Vendor 02667 - SEATON PUBLISHING CO. INC. Total:					132.00
Vendor: 03014 - TRUSTED TECH TEAM, INC.					
TRUSTED TECH TEAM, INC.	3754	02/07/2020	Office 365 Mailboxes		37.45
TRUSTED TECH TEAM, INC.	3757	02/07/2020	Office 365 Mailboxes - Barracu...		20.00
Vendor 03014 - TRUSTED TECH TEAM, INC. Total:					57.45
Vendor: 00970 - VERIZON WIRELESS					
VERIZON WIRELESS	CODES-JAN 2020	02/04/2020	INSPECTOR1 IPAD4-307-8307		40.01
VERIZON WIRELESS	CODES-JAN 2020	02/04/2020	SENIOR INSPECTOR IPAD2-307-...		40.01
VERIZON WIRELESS	CODES-JAN 2020	02/04/2020	INSPECTORS IPAD2-307-8252		40.01
VERIZON WIRELESS	CODES-JAN 2020	02/04/2020	INSPECTOR2 IPAD4-307-8383		40.01
Vendor 00970 - VERIZON WIRELESS Total:					160.04
Vendor: 01868 - WEX BANK					
WEX BANK	63781904	02/11/2020	B & C--FUEL		269.26
Vendor 01868 - WEX BANK Total:					269.26
Department 022 - BUILDING CODES & INSPECTIONS Total:					1,137.06
Department: 023 - LAW ENFORCEMENT DEPARTMENT					
Vendor: 02484 - ALLIED BUSINESS SOLUTIONS LLC					
ALLIED BUSINESS SOLUTIONS L...	1940 Jan-2020	02/03/2020	Eliminate - Cellular lines		42.26
Vendor 02484 - ALLIED BUSINESS SOLUTIONS LLC Total:					42.26
Vendor: 00102 - ASSESSMENT STRATEGIES, LLC					
ASSESSMENT STRATEGIES, LLC	020120	02/03/2020	Hiring psych eval SC		350.00
ASSESSMENT STRATEGIES, LLC	100119	02/03/2020	Hiring Psych evals #965,966		625.00
Vendor 00102 - ASSESSMENT STRATEGIES, LLC Total:					975.00
Vendor: 01503 - CATHY FAHEY					
CATHY FAHEY	Jan 2020	02/10/2020	January 2020 Mileage		21.46
Vendor 01503 - CATHY FAHEY Total:					21.46
Vendor: 00957 - CENTURYLINK COMMUNICATION, INC.					
CENTURYLINK COMMUNICATI...	JAN 2020	02/05/2020	POLICE/DISPATCH		310.19
CENTURYLINK COMMUNICATI...	JAN 2020	02/05/2020	DTF		108.60
CENTURYLINK COMMUNICATI...	PD-JAN 2020	02/05/2020	PD-JAN 2020 (PHONE BILL)		1,024.10
Vendor 00957 - CENTURYLINK COMMUNICATION, INC. Total:					1,442.89
Vendor: 016620 - CORYELL INSURORS, INC.					
CORYELL INSURORS, INC.	33552	02/05/2020	33552 Notary #735		75.00
Vendor 016620 - CORYELL INSURORS, INC. Total:					75.00
Vendor: 01604 - COX BUSINESS SERVICES					
COX BUSINESS SERVICES	Feb 2020	02/01/2020	TV Charges		174.80
COX BUSINESS SERVICES	Feb 2020	02/01/2020	Internet Charges - PD Video		150.00
COX BUSINESS SERVICES	Feb 2020	02/01/2020	City - Fiber Internet		3,849.99
Vendor 01604 - COX BUSINESS SERVICES Total:					4,174.79
Vendor: 02171 - DRY CLEAN CITY #1					
DRY CLEAN CITY #1	020320	02/04/2020	Uniform Cleaning		660.40
Vendor 02171 - DRY CLEAN CITY #1 Total:					660.40
Vendor: 043802 - EVERGY					
EVERGY	JAN1-2020	02/11/2020	210 E 9TH-JCPD		2,132.90
EVERGY	JAN1-2020	02/11/2020	312 E 9TH-JCPD STORAGE		198.81
Vendor 043802 - EVERGY Total:					2,331.71
Vendor: 015300 - KA-COMM					
KA-COMM	172267	02/04/2020	172267 Scanner #212		246.25
KA-COMM	172269	02/04/2020	172269 Antennas		884.63

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KA-COMM	172411	02/06/2020	172411 Antenna/Spotlight #210		125.92
KA-COMM	172445	02/06/2020	172445 Tower Rent PD Voter G...		300.00
Vendor 015300 - KA-COMM Total:					1,556.80
Vendor: 043271 - KANSAS GAS SERVICE					
KANSAS GAS SERVICE	JCPD-JAN 2020	02/11/2020	312 E 9TH-WAREHOUSE		365.69
KANSAS GAS SERVICE	JCPD-JAN 2020	02/11/2020	210 E 9TH-POLICE DEPARTMENT		318.68
Vendor 043271 - KANSAS GAS SERVICE Total:					684.37
Vendor: 059898 - NEX-TECH					
NEX-TECH	JANUARY 2020	02/05/2020	POLICE/DISPATCH		12.35
Vendor 059898 - NEX-TECH Total:					12.35
Vendor: 02897 - PEPSI COLA BOTTLING COMPANY OF MARYSVILLE, INC.					
PEPSI COLA BOTTLING COMPA...	1234:052257	02/04/2020	52257 Coffee, Sugar, Creamer		54.10
Vendor 02897 - PEPSI COLA BOTTLING COMPANY OF MARYSVILLE, INC. Total:					54.10
Vendor: 063663 - PITNEY BOWES PURCHASE POWER					
PITNEY BOWES PURCHASE PO...	JANUARY 2020	02/11/2020	POSTAGE REFILL-POLICE		230.77
Vendor 063663 - PITNEY BOWES PURCHASE POWER Total:					230.77
Vendor: 070860 - SERVICEMASTER					
SERVICEMASTER	6433	02/03/2020	6433 Feb 20 PD Janitorial Servic...		798.00
Vendor 070860 - SERVICEMASTER Total:					798.00
Vendor: 03014 - TRUSTED TECH TEAM, INC.					
TRUSTED TECH TEAM, INC.	3754	02/07/2020	Office 365 Mailboxes		539.28
TRUSTED TECH TEAM, INC.	3754	02/07/2020	Office 365 Mailboxes		74.90
TRUSTED TECH TEAM, INC.	3757	02/07/2020	Office 365 Mailboxes		288.00
TRUSTED TECH TEAM, INC.	3757	02/07/2020	Office 365 Mailboxes		40.00
Vendor 03014 - TRUSTED TECH TEAM, INC. Total:					942.18
Vendor: 00970 - VERIZON WIRELESS					
VERIZON WIRELESS	CM0000476	02/05/2020	Credit 785-223-3498		-249.99
VERIZON WIRELESS	PD Jan 2020	02/03/2020	PD January 2020		2,605.84
VERIZON WIRELESS	PD Jan 2020	02/03/2020	PD January 2020a		45.19
Vendor 00970 - VERIZON WIRELESS Total:					2,401.04
Vendor: 01868 - WEX BANK					
WEX BANK	63781904	02/11/2020	POLICE-FUEL		6,219.73
Vendor 01868 - WEX BANK Total:					6,219.73
Department 023 - LAW ENFORCEMENT DEPARTMENT Total:					22,622.85
Department: 024 - FIRE DEPARTMENT					
Vendor: 00957 - CENTURYLINK COMMUNICATION, INC.					
CENTURYLINK COMMUNICATI...	JAN 2020	02/05/2020	FIRE		46.28
Vendor 00957 - CENTURYLINK COMMUNICATION, INC. Total:					46.28
Vendor: 01604 - COX BUSINESS SERVICES					
COX BUSINESS SERVICES	Feb 2020	02/01/2020	TV Charges - FS2		78.65
COX BUSINESS SERVICES	Feb 2020	02/01/2020	TV Charges - FS1		88.03
COX BUSINESS SERVICES	Feb 2020	02/01/2020	Fire Station 2 - Metro E 50%		91.25
COX BUSINESS SERVICES	Feb 2020	02/01/2020	Fire Station 2 - Phone 50%		66.56
COX BUSINESS SERVICES	Feb 2020	02/01/2020	Phone Lines - Cox (50%)		123.24
Vendor 01604 - COX BUSINESS SERVICES Total:					447.73
Vendor: 043802 - EVERGY					
EVERGY	JAN1-2020	02/11/2020	2245 LACY-FIRESTATION#2		1,320.11
EVERGY	JAN1-2020	02/11/2020	700 N JEFFERSON		818.86
Vendor 043802 - EVERGY Total:					2,138.97
Vendor: 02503 - FARO TECHNOLOGIES, INC.					
FARO TECHNOLOGIES, INC.	1168764	02/11/2020	3D SOFTWARE		2,008.00
Vendor 02503 - FARO TECHNOLOGIES, INC. Total:					2,008.00
Vendor: 01267 - FELD FIRE					
FELD FIRE	0362327-IN	01/30/2020	FIRE WIPES		296.78
Vendor 01267 - FELD FIRE Total:					296.78

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Vendor: 043271 - KANSAS GAS SERVICE					
KANSAS GAS SERVICE	CITY HALL-JAN 2020	02/11/2020	700 N JEFFERSON-		212.86
Vendor 043271 - KANSAS GAS SERVICE Total:					212.86
Vendor: 063663 - PITNEY BOWES PURCHASE POWER					
PITNEY BOWES PURCHASE PO...	JANUARY 2020	02/11/2020	POSTAGE REFILL-FIRE		230.77
Vendor 063663 - PITNEY BOWES PURCHASE POWER Total:					230.77
Vendor: 01868 - WEX BANK					
WEX BANK	63781904	02/11/2020	FIRE-FUEL		1,125.21
Vendor 01868 - WEX BANK Total:					1,125.21
Department 024 - FIRE DEPARTMENT Total:					6,506.60
Department: 025 - STREET DEPARTMENT					
Vendor: 009001 - AIRGAS					
AIRGAS	9097703699	01/30/2020	NOZZLES FOR WELDER		22.04
Vendor 009001 - AIRGAS Total:					22.04
Vendor: 02484 - ALLIED BUSINESS SOLUTIONS LLC					
ALLIED BUSINESS SOLUTIONS L...	1940 Jan-2020	02/03/2020	Eliminate - Sports Channel		1.80
Vendor 02484 - ALLIED BUSINESS SOLUTIONS LLC Total:					1.80
Vendor: 006660 - BAYER CONSTRUCTION CO.					
BAYER CONSTRUCTION CO.	SMS617195	02/03/2020	STOCK ROCK		941.69
BAYER CONSTRUCTION CO.	SMS617370	02/05/2020	STOCK ROCK		1,244.15
BAYER CONSTRUCTION CO.	SMS617431	02/06/2020	STOCK ROCK		1,202.70
BAYER CONSTRUCTION CO.	SMSS617048	01/30/2020	ROAD ROCK		1,198.26
Vendor 006660 - BAYER CONSTRUCTION CO. Total:					4,586.80
Vendor: 01143 - CHAMPIONS CAR AND TRUCK WASH					
CHAMPIONS CAR AND TRUCK ...	194907	02/01/2020	1/27/20 WASH		10.80
CHAMPIONS CAR AND TRUCK ...	194907	02/01/2020	1/9/2020 WASH		9.00
CHAMPIONS CAR AND TRUCK ...	194907	02/01/2020	PREVIOUS BALANCE - ??		1.70
Vendor 01143 - CHAMPIONS CAR AND TRUCK WASH Total:					21.50
Vendor: 02518 - CONTINENTAL RESEARCH CORPORATION					
CONTINENTAL RESEARCH COR...	0011016	02/03/2020	CUTTING OIL FOR DRILLING & T...		135.00
Vendor 02518 - CONTINENTAL RESEARCH CORPORATION Total:					135.00
Vendor: 01604 - COX BUSINESS SERVICES					
COX BUSINESS SERVICES	Feb 2020	02/01/2020	Public Works - Metro E - 25%		45.63
COX BUSINESS SERVICES	Feb 2020	02/01/2020	PW - Internet		173.99
COX BUSINESS SERVICES	Feb 2020	02/01/2020	Public Works - Telephone - 25%		58.43
Vendor 01604 - COX BUSINESS SERVICES Total:					278.05
Vendor: 018500 - DAVE'S ELECTRIC, INC.					
DAVE'S ELECTRIC, INC.	2018528	02/03/2020	MONTGOMERY PLAZA LIGHTS		984.03
DAVE'S ELECTRIC, INC.	2020021	01/31/2020	WASHINGTON LED LIGHTING		1,854.22
DAVE'S ELECTRIC, INC.	2020025	01/31/2020	E CHESTNUT ELECTRICAL BOX 2...		2,903.50
DAVE'S ELECTRIC, INC.	2020054	01/31/2020	7TH & WASH - SIGNAL POWER ...		470.46
DAVE'S ELECTRIC, INC.	2020055	02/03/2020	LACY & 77 POLE LIGHTS		720.56
DAVE'S ELECTRIC, INC.	2020058	02/03/2020	6TH & ADAMS STREET LIGHTS		112.00
DAVE'S ELECTRIC, INC.	2020059	02/03/2020	ASH & 77 STREET LIGHTS		969.92
DAVE'S ELECTRIC, INC.	2020061	02/03/2020	PW SHED LIGHTS		71.64
Vendor 018500 - DAVE'S ELECTRIC, INC. Total:					8,086.33
Vendor: 017700 - DS&O RURAL ELECTRIC					
DS&O RURAL ELECTRIC	JANUARY 2020	02/11/2020	1807 LYDIA LN-WARNING SIREN		52.50
DS&O RURAL ELECTRIC	JANUARY 2020	02/11/2020	QUINTON POINT SIREN		54.95
DS&O RURAL ELECTRIC	JANUARY 2020	02/11/2020	LIGHTS ALONG SVR		234.41
DS&O RURAL ELECTRIC	JANUARY 2020	02/11/2020	LIGHTS AT HARGRAVES#5		123.38
DS&O RURAL ELECTRIC	JANUARY 2020	02/11/2020	LIGHTS AT OLIVIA FARMS		45.94
DS&O RURAL ELECTRIC	JANUARY 2020	02/11/2020	LIGHTS AT INDIAN RIDGE/J.CITY		39.90
DS&O RURAL ELECTRIC	JANUARY 2020	02/11/2020	LIGHTS AT HARGRAVES #3		35.25
DS&O RURAL ELECTRIC	JANUARY 2020	02/11/2020	LIGHTS AT RUSSUEL JOHNSON ...		26.25
DS&O RURAL ELECTRIC	JANUARY 2020	02/11/2020	LIGHTS AT HARGRAVES #4		11.75
DS&O RURAL ELECTRIC	JANUARY 2020	02/11/2020	LIGHTS AT HARGRAVES #2		61.69

Vendor Name	Payable Number	Post Date	Description (Item)	(None)	Amount
DS&O RURAL ELECTRIC	JANUARY 2020	02/11/2020	LIGHTS AT MANN'S RANCH		74.03
DS&O RURAL ELECTRIC	JANUARY 2020	02/11/2020	LIGHTS AT HILLTOP #5		7.75
DS&O RURAL ELECTRIC	JANUARY 2020	02/11/2020	LIGHTS AT HUNTERS RIDGE		554.66
DS&O RURAL ELECTRIC	JANUARY 2020	02/11/2020	LIGHTS AT SUTTERWOODS		316.03
DS&O RURAL ELECTRIC	JANUARY 2020	02/11/2020	LIGHTS AT SUTTER HIGHLANDS		246.75
DS&O RURAL ELECTRIC	JANUARY 2020	02/11/2020	2404 K-18 HWY		85.80
DS&O RURAL ELECTRIC	JANUARY 2020	02/11/2020	LIGHTS AT HARGRAVES #1		23.50
DS&O RURAL ELECTRIC	JANUARY 2020	02/11/2020	K-18 HWY/SPRING VALLEY RD		123.63
Vendor 017700 - DS&O RURAL ELECTRIC Total:					2,118.17
Vendor: 043802 - EVERGY					
EVERGY	2031 US HWY-JAN 2020	02/11/2020	2031 S US HIGHWAY 77-JAN 20...		74.18
EVERGY	JAN1-2020	02/11/2020	2324 N JACKSON-BUILDING		1,683.82
EVERGY	JAN1-2020	02/11/2020	2324 N JACKSON-PUBLIC WORKS		1,007.03
EVERGY	JAN1-2020	02/11/2020	2022 LACY DRIVE-SIREN		23.87
EVERGY	JAN1-2020	02/11/2020	703 W ASH-SIREN		26.99
EVERGY	JAN1-2020	02/11/2020	701 SOUTHWIND-SIREN		26.76
EVERGY	JAN1-2020	02/11/2020	1804 N JACKSON SIREN		36.74
EVERGY	JAN1-2020	02/11/2020	1361 W 14TH ST -SIREN		64.33
EVERGY	JAN1-2020	02/11/2020	940 GRANT -SIREN		27.51
EVERGY	JAN1-2020	02/11/2020	907 MEADOW LN SIREN		23.97
EVERGY	JAN1-2020	02/11/2020	137 W 15TH ST SIREN		25.25
EVERGY	JAN1-2020	02/11/2020	1102 ST MARYS RD-SIREN		27.41
EVERGY	JAN1-2020	02/11/2020	2631 OAKWOOD DR-SIREN		26.55
EVERGY	JAN1-2020	02/11/2020	1935 NORTHWIND-SIREN		26.76
EVERGY	JAN1-2020	02/11/2020	403 GRANT AVE-SIREN		26.76
EVERGY	JAN1-2020	02/11/2020	1222 W 8TH-SIREN		25.89
EVERGY	JAN1-2020	02/11/2020	100 W VINE-SIREN		37.67
EVERGY	JAN1-2020	02/11/2020	107 S WASHINGTON-ST LIGHTS		24.18
EVERGY	JAN1-2020	02/11/2020	1618 N JEFFERSON-ST LIGHTS		24.18
EVERGY	JAN1-2020	02/11/2020	920 SPRUCE ST-ST LIGHTS		26.45
EVERGY	JAN1-2020	02/11/2020	1419 N JEFFERSON-ST LIGHTS		23.87
EVERGY	JAN1-2020	02/11/2020	2800 GATEWAY-ST LIGHT		157.52
EVERGY	JAN1-2020	02/11/2020	615 N WASHINGTON-ST LIGHTS		136.33
EVERGY	JAN1-2020	02/11/2020	401 CAROLINE CT-ST LIGHTS		153.65
EVERGY	JAN1-2020	02/11/2020	716 N WASHINGTON-ST LIGHTS		271.07
EVERGY	JAN1-2020	02/11/2020	102 GRANT AVE		34.47
EVERGY	JAN1-2020	02/11/2020	601 W CHESTNUT-FLAG		23.87
EVERGY	JAN1-2020	02/11/2020	1500 ST MARYS-ST LIGHTS		23.87
EVERGY	JAN1-2020	02/11/2020	1632 N WASHINGTON-ST LIGHTS		23.87
EVERGY	JAN1-2020	02/11/2020	825 N JACKSON ST-ST LIGHTS		10.50
EVERGY	JAN1-2020	02/11/2020	600 W 6TH-ST LIGHT		46.91
EVERGY	JAN1-2020	02/11/2020	825 CRESTVIEW-ST LIGHTS		24.18
EVERGY	JAN1-2020	02/11/2020	1016 1/2 N JACKSON ST ST XING		10.50
EVERGY	JAN1-2020	02/11/2020	101 E 6TH STREET-SIGNAL		54.10
EVERGY	JAN1-2020	02/11/2020	807 N WASHINGTON-ST LIGHT		223.38
EVERGY	JAN1-2020	02/11/2020	219 W 7TH ST SAL		209.95
EVERGY	JAN1-2020	02/11/2020	351 E CHESTNUT-ST LIGHTS		400.90
EVERGY	JAN1-2020	02/11/2020	902 E CHESTNUT-ST LIGHT		467.07
EVERGY	JAN1-2020	02/11/2020	1200 S WASHINGTON-ST LIGHT		389.19
EVERGY	JAN1-2020	02/11/2020	132 N EISENHOWER-ST LIGHT		23.87
EVERGY	JAN1-2020	02/11/2020	8TH & JEFFERSON		309.69
EVERGY	JAN1-2020	02/11/2020	117 S WASHINGTON		38.34
EVERGY	JAN1-2020	02/11/2020	124 E 9TH ST		26.49
EVERGY	JAN1-2020	02/11/2020	312 N WASHINGTON		24.18
EVERGY	JAN1-2020	02/11/2020	641 GARFIELD		24.54
EVERGY	JAN1-2020	02/11/2020	599 EISENHOWER		21.35
EVERGY	JAN1-2020	02/11/2020	510 1/2 N JACKSON ST		31.53
EVERGY	JAN1-2020	02/11/2020	316 N US HIGHWAY 77 SIGNAL		79.82
EVERGY	JAN1-2020	02/11/2020	1501 N JACKSON		18.14
EVERGY	JAN1-2020	02/11/2020	8TH WASHINGTON		38.65

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Vendor Name	Payable Number	Post Date	Description (Item)	(None)	Amount
EVERGY	JAN1-2020	02/11/2020	6TH MADISON SIGNAL		39.84
EVERGY	JAN1-2020	02/11/2020	1760 W ASH-SIGNAL		73.28
EVERGY	JAN1-2020	02/11/2020	1501 RUCKER		112.48
EVERGY	JAN1-2020	02/11/2020	127 E 6TH ST		94.19
EVERGY	JAN1-2020	02/11/2020	142 W 8TH ST		65.66
EVERGY	JAN1-2020	02/11/2020	439 W 8TH ST		13.24
EVERGY	JAN1-2020	02/11/2020	604 N ADAMS-ST LIGHT		46.62
EVERGY	JAN2-2020	02/11/2020	1423 N WASHINGTON-ST LIGHT		23.87
EVERGY	JAN2-2020	02/11/2020	601 E CHESTNUT-ST LIGHT		515.48
EVERGY	ST LIGHTS-JAN 2020	02/11/2020	ST LIGHTS-JAN 2020		28,025.18
Vendor 043802 - EVERGY Total:					35,597.94
Vendor: 02167 - GREAT AMERICA FINANCIAL SERVICES					
GREAT AMERICA FINANCIAL SE...	26453338	02/07/2020	Copier - Document Fee		45.70
Vendor 02167 - GREAT AMERICA FINANCIAL SERVICES Total:					45.70
Vendor: 043271 - KANSAS GAS SERVICE					
KANSAS GAS SERVICE	PW/PARKS-JAN 2020	02/11/2020	2324 N JACKSON-PUBLIC WORKS		110.52
Vendor 043271 - KANSAS GAS SERVICE Total:					110.52
Vendor: 01554 - MSC INDUSTRIAL SUPPLY CO					
MSC INDUSTRIAL SUPPLY CO	3344678002	02/04/2020	FLEET SHOP PIECES		54.51
MSC INDUSTRIAL SUPPLY CO	3598767002	02/06/2020	100 FT OR ARTIC SUPERFLEX FO...		88.92
Vendor 01554 - MSC INDUSTRIAL SUPPLY CO Total:					143.43
Vendor: 02170 - NETWORK COMPUTING SOLUTIONS, LLC					
NETWORK COMPUTING SOLUT...	64271	02/04/2020	Copier - BW copies		3.77
NETWORK COMPUTING SOLUT...	64271	02/04/2020	Copier - Copies - 25%		11.87
Vendor 02170 - NETWORK COMPUTING SOLUTIONS, LLC Total:					15.64
Vendor: 063663 - PITNEY BOWES PURCHASE POWER					
PITNEY BOWES PURCHASE PO...	JANUARY 2020	02/11/2020	POSTAGE REFILL-PUBLIC WORKS		230.77
Vendor 063663 - PITNEY BOWES PURCHASE POWER Total:					230.77
Vendor: 01508 - SHILLING ASPHALT INC					
SHILLING ASPHALT INC	2008	01/30/2020	POTHOLE MIX		909.78
Vendor 01508 - SHILLING ASPHALT INC Total:					909.78
Vendor: 02840 - Synovia Solutions, LLC					
Synovia Solutions, LLC	127197	01/31/2020	1/1/2020-12/31/2020 LL 48205		5,255.40
Vendor 02840 - Synovia Solutions, LLC Total:					5,255.40
Vendor: 03014 - TRUSTED TECH TEAM, INC.					
TRUSTED TECH TEAM, INC.	3754	02/07/2020	Office 365 Mailboxes		52.43
TRUSTED TECH TEAM, INC.	3757	02/07/2020	Office 365 Mailboxes - Barracu...		28.00
Vendor 03014 - TRUSTED TECH TEAM, INC. Total:					80.43
Vendor: 00970 - VERIZON WIRELESS					
VERIZON WIRELESS	PW-JAN 2020	02/05/2020	LEWIS-761-5415		43.73
VERIZON WIRELESS	PW-JAN 2020	02/05/2020	HORN-761-5254		25.97
VERIZON WIRELESS	PW-JAN 2020	02/05/2020	ON CALL-223-1508		25.97
VERIZON WIRELESS	PW-JAN 2020	02/05/2020	STREET 3-761-5218		25.97
VERIZON WIRELESS	PW-JAN 2020	02/05/2020	TENORIO-761-5450		25.97
VERIZON WIRELESS	PW-JAN 2020	02/05/2020	UTILITY 1-223-1241		25.97
VERIZON WIRELESS	PW-JAN 2020	02/05/2020	SAMSUNG TAB A1-492-2335		40.01
VERIZON WIRELESS	PW-JAN 2020	02/05/2020	ZISHKA STREETS-492-2211		40.01
VERIZON WIRELESS	PW-JAN 2020	02/05/2020	STREET CREW-492-2184		40.01
VERIZON WIRELESS	PW-JAN 2020	02/05/2020	ROETHER-375-8899		43.73
VERIZON WIRELESS	PW-JAN 2020	02/05/2020	IBARRA-223-1232		43.73
VERIZON WIRELESS	PW-JAN 2020	02/05/2020	HALL-761-5396		25.97
VERIZON WIRELESS	PW-JAN 2020	02/05/2020	SAMSUNG TAB A2-492-2338		40.01
VERIZON WIRELESS	PW-JAN 2020	02/05/2020	GAGER FLEET-492-2616		40.01
Vendor 00970 - VERIZON WIRELESS Total:					487.06

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Vendor Name	Payable Number	Post Date	Description (Item)	(None)	Amount
Vendor: 01868 - WEX BANK					
WEX BANK	63781904	02/11/2020	STREET-FUEL		5,309.76
Vendor 01868 - WEX BANK Total:					5,309.76
Department 025 - STREET DEPARTMENT Total:					63,436.12
Department: 029 - LEGAL DEPARTMENT					
Vendor: 02050 - PAYNE & JONES CHARTERED					
PAYNE & JONES CHARTERED	19814.41	02/03/2020	FARMER'S BANK V. HELDSTAB E...		3,600.00
Vendor 02050 - PAYNE & JONES CHARTERED Total:					3,600.00
Vendor: 063663 - PITNEY BOWES PURCHASE POWER					
PITNEY BOWES PURCHASE PO...	JANUARY 2020	02/11/2020	POSTAGE REFILL-LEGAL		230.77
Vendor 063663 - PITNEY BOWES PURCHASE POWER Total:					230.77
Vendor: 03014 - TRUSTED TECH TEAM, INC.					
TRUSTED TECH TEAM, INC.	3754	02/07/2020	Office 365 Mailboxes		22.47
TRUSTED TECH TEAM, INC.	3757	02/07/2020	Office 365 Mailboxes - Barracu...		12.00
Vendor 03014 - TRUSTED TECH TEAM, INC. Total:					34.47
Vendor: 00970 - VERIZON WIRELESS					
VERIZON WIRELESS	ADMIN-JAN 2020	02/04/2020	785-307-0016--CITY PROSECUT...		43.73
Vendor 00970 - VERIZON WIRELESS Total:					43.73
Department 029 - LEGAL DEPARTMENT Total:					3,908.97
Department: 030 - MUNICIPAL COURT					
Vendor: 02418 - BLUFFS APARTMENTS					
BLUFFS APARTMENTS	01302020-REST	02/05/2020	RESTITUTION FOR FLOOR DAM...		100.00
Vendor 02418 - BLUFFS APARTMENTS Total:					100.00
Vendor: 00957 - CENTURYLINK COMMUNICATION, INC.					
CENTURYLINK COMMUNICATI...	JAN 2020	02/05/2020	MUNICIPAL COURT		27.77
Vendor 00957 - CENTURYLINK COMMUNICATION, INC. Total:					27.77
Vendor: 01604 - COX BUSINESS SERVICES					
COX BUSINESS SERVICES	Feb 2020	02/01/2020	Phone Lines - Cox		172.53
COX BUSINESS SERVICES	Feb 2020	02/01/2020	TV - Municipal Court		15.72
Vendor 01604 - COX BUSINESS SERVICES Total:					188.25
Vendor: 043802 - EVERGY					
EVERGY	JAN1-2020	02/11/2020	701 N JEFFERSON-MUNICIPAL CT		304.19
Vendor 043802 - EVERGY Total:					304.19
Vendor: 059998 - INCODE					
INCODE	025-284727	02/01/2020	Citation Interface		83.33
INCODE	025-284727	02/01/2020	Web - Court Inquiry		200.00
Vendor 059998 - INCODE Total:					283.33
Vendor: 03084 - MARCUS DEWAYNE SOLTON					
MARCUS DEWAYNE SOLTON	2019-00026200	02/05/2020	DOCKET-#2019-00026200-NO S...		50.00
Vendor 03084 - MARCUS DEWAYNE SOLTON Total:					50.00
Vendor: 063663 - PITNEY BOWES PURCHASE POWER					
PITNEY BOWES PURCHASE PO...	JANUARY 2020	02/11/2020	POSTAGE REFILL-COURT		230.77
Vendor 063663 - PITNEY BOWES PURCHASE POWER Total:					230.77
Vendor: 03088 - RICHARD SPITERI					
RICHARD SPITERI	2019-12738	02/11/2020	BOND REFUND-CASE#2019-127...		325.00
Vendor 03088 - RICHARD SPITERI Total:					325.00
Vendor: 03014 - TRUSTED TECH TEAM, INC.					
TRUSTED TECH TEAM, INC.	3754	02/07/2020	Office 365 Mailboxes		37.45
TRUSTED TECH TEAM, INC.	3757	02/07/2020	Office 365 Mailboxes - Barracu...		20.00
Vendor 03014 - TRUSTED TECH TEAM, INC. Total:					57.45
Vendor: 00970 - VERIZON WIRELESS					
VERIZON WIRELESS	ADMIN-JAN 2020	02/04/2020	785-492-2010-MUNICIPAL COU...		75.67
Vendor 00970 - VERIZON WIRELESS Total:					75.67
Department 030 - MUNICIPAL COURT Total:					1,642.43

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Vendor Name	Payable Number	Post Date	Description (Item)	(None)	Amount
Department: 040 - C.L. HOOVER OPERA HOUSE					
Vendor: 00957 - CENTURYLINK COMMUNICATION, INC.					
CENTURYLINK COMMUNICATI...	JAN 2020	02/05/2020	OPERA HOUSE		27.77
Vendor 00957 - CENTURYLINK COMMUNICATION, INC. Total:					27.77
Vendor: 043271 - KANSAS GAS SERVICE					
KANSAS GAS SERVICE	CITY HALL-JAN 2020	02/11/2020	133 W 7TH-CL HOOVER OPERA ...		222.71
Vendor 043271 - KANSAS GAS SERVICE Total:					222.71
Department 040 - C.L. HOOVER OPERA HOUSE Total:					250.48
Department: 048 - RECREATION DEPARTMENT					
Vendor: 02754 - ATHCO, LLC					
ATHCO, LLC	0023095-IN	02/05/2020	Cables for Score Boards		160.00
Vendor 02754 - ATHCO, LLC Total:					160.00
Vendor: 00957 - CENTURYLINK COMMUNICATION, INC.					
CENTURYLINK COMMUNICATI...	JAN 2020	02/05/2020	RECREATION		87.98
Vendor 00957 - CENTURYLINK COMMUNICATION, INC. Total:					87.98
Vendor: 01604 - COX BUSINESS SERVICES					
COX BUSINESS SERVICES	Feb 2020	02/01/2020	12th St Internet Connection		169.00
COX BUSINESS SERVICES	Feb 2020	02/01/2020	12th Street Metro E		182.50
COX BUSINESS SERVICES	Feb 2020	02/01/2020	12th Street Phones		84.25
Vendor 01604 - COX BUSINESS SERVICES Total:					435.75
Vendor: 018500 - DAVE'S ELECTRIC, INC.					
DAVE'S ELECTRIC, INC.	2020060	02/04/2020	Score Board Fixed		156.00
Vendor 018500 - DAVE'S ELECTRIC, INC. Total:					156.00
Vendor: 01644 - DONNA SWIHART					
DONNA SWIHART	JANUARY 2020	02/05/2020	TRVL REIMB.JAN 1-JAN 31 2020		21.28
Vendor 01644 - DONNA SWIHART Total:					21.28
Vendor: 043802 - EVERGY					
EVERGY	JAN1-2020	02/11/2020	1002 W 12TH-COMMUNITY/P L...		1,220.77
Vendor 043802 - EVERGY Total:					1,220.77
Vendor: 063663 - PITNEY BOWES PURCHASE POWER					
PITNEY BOWES PURCHASE PO...	JANUARY 2020	02/11/2020	POSTAGE REFILL-RECREATION		230.77
Vendor 063663 - PITNEY BOWES PURCHASE POWER Total:					230.77
Vendor: 03014 - TRUSTED TECH TEAM, INC.					
TRUSTED TECH TEAM, INC.	3754	02/07/2020	Office 365 Mailboxes		52.43
TRUSTED TECH TEAM, INC.	3757	02/07/2020	Office 365 Mailboxes - Barracu...		28.00
Vendor 03014 - TRUSTED TECH TEAM, INC. Total:					80.43
Vendor: 00970 - VERIZON WIRELESS					
VERIZON WIRELESS	P & R JAN 2020	02/04/2020	3067 REC MGR SWIHART		43.73
Vendor 00970 - VERIZON WIRELESS Total:					43.73
Department 048 - RECREATION DEPARTMENT Total:					2,436.71
Fund 001 - GENERAL FUND Total:					322,945.58
Fund: 003 - RURAL HOUSING INCENTIVE DISTRICT FUND					
Department: 300 - BLUFFS RURAL HOUSING INCENTIVE DISTRICT					
Vendor: 00528 - SECURITY BANK OF KANSAS CITY					
SECURITY BANK OF KANSAS CITY	1316110-030120	02/11/2020	TRUST 1316110 SERIES 2015 C...		490.49
SECURITY BANK OF KANSAS CITY	1316110-030120	02/11/2020	TRUST 1316110 SERIES 2015 C...		6,615.00
Vendor 00528 - SECURITY BANK OF KANSAS CITY Total:					7,105.49
Department 300 - BLUFFS RURAL HOUSING INCENTIVE DISTRICT Total:					7,105.49
Fund 003 - RURAL HOUSING INCENTIVE DISTRICT FUND Total:					7,105.49
Fund: 014 - WATER UTILITY FUND					
Department: 000 - NON-DEPARTMENTAL					
Vendor: 03005 - ADRIAN & PANKRATZ, P.A					
ADRIAN & PANKRATZ, P.A	INV0017933	01/31/2020	GARNISHMENT		82.41
Vendor 03005 - ADRIAN & PANKRATZ, P.A Total:					82.41

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Vendor: 012130 - CITY OF JUNCTION CITY					
CITY OF JUNCTION CITY	INV0017938	01/31/2020	CITY OF JUNCTION CITY (G-FEE)		2.51
Vendor 012130 - CITY OF JUNCTION CITY Total:					2.51
Vendor: 01944 - GREAT WEST FINANCIAL					
GREAT WEST FINANCIAL	INV0017943	01/31/2020	GREAT WEST FINANCIAL		401.00
Vendor 01944 - GREAT WEST FINANCIAL Total:					401.00
Vendor: 001010 - INTERNAL REVENUE SERVICE					
INTERNAL REVENUE SERVICE	INV0017948	01/31/2020	SOCIAL SECURITY WITHHOLDING		1,749.20
INTERNAL REVENUE SERVICE	INV0017949	01/31/2020	FEDERAL WITHHOLDING		1,024.16
INTERNAL REVENUE SERVICE	INV0017950	01/31/2020	MEDICARE WITHHOLDING		409.12
Vendor 001010 - INTERNAL REVENUE SERVICE Total:					3,182.48
Vendor: 042540 - KANSAS DEPT OF REVENUE					
KANSAS DEPT OF REVENUE	INV0017947	01/31/2020	STATE WITHHOLDING		520.61
Vendor 042540 - KANSAS DEPT OF REVENUE Total:					520.61
Vendor: 043859 - KANSAS PUBLIC EMPLOYEES					
KANSAS PUBLIC EMPLOYEES	INV0017940	01/31/2020	KPERS #1		497.98
KANSAS PUBLIC EMPLOYEES	INV0017941	01/31/2020	KPERS #2		467.08
KANSAS PUBLIC EMPLOYEES	INV0017942	01/31/2020	KPERS #3		1,090.72
KANSAS PUBLIC EMPLOYEES	INV0017944	01/31/2020	KPERS INSURANCE		140.83
Vendor 043859 - KANSAS PUBLIC EMPLOYEES Total:					2,196.61
Vendor: 079629 - UNITED WAY OF JUNCTION CITY-GEARY COUNTY					
UNITED WAY OF JUNCTION CITY...	INV0017946	01/31/2020	UNITED WAY		6.76
Vendor 079629 - UNITED WAY OF JUNCTION CITY-GEARY COUNTY Total:					6.76
Department 000 - NON-DEPARTMENTAL Total:					6,392.38
Department: 532 - WATER DISTRIBUTION SYSTEM					
Vendor: 009001 - AIRGAS					
AIRGAS	9097703699	01/30/2020	NOZZLES FOR WELDER		22.04
Vendor 009001 - AIRGAS Total:					22.04
Vendor: 03042 - CATLETT AUTOMOTIVE, INC.					
CATLETT AUTOMOTIVE, INC.	427346	02/05/2020	WATER CROSSOVER SET		27.74
Vendor 03042 - CATLETT AUTOMOTIVE, INC. Total:					27.74
Vendor: 02518 - CONTINENTAL RESEARCH CORPORATION					
CONTINENTAL RESEARCH COR...	0011016	02/03/2020	CUTTING OIL FOR DRILLING & T...		112.50
Vendor 02518 - CONTINENTAL RESEARCH CORPORATION Total:					112.50
Vendor: 01604 - COX BUSINESS SERVICES					
COX BUSINESS SERVICES	Feb 2020	02/01/2020	Public Works - Metro E - 25%		45.63
COX BUSINESS SERVICES	Feb 2020	02/01/2020	Public Works - Telephone - 25%		58.43
Vendor 01604 - COX BUSINESS SERVICES Total:					104.06
Vendor: 043271 - KANSAS GAS SERVICE					
KANSAS GAS SERVICE	PW/PARKS-JAN 2020	02/11/2020	2324 N JACKSON-PUBLIC WORKS		110.52
Vendor 043271 - KANSAS GAS SERVICE Total:					110.52
Vendor: 01528 - KANSAS ONE-CALL SYSTEMS, INC.					
KANSAS ONE-CALL SYSTEMS, IN...	0010309	01/31/2020	DIG SAFE; LOCATE NOTIFICATI...		69.00
Vendor 01528 - KANSAS ONE-CALL SYSTEMS, INC. Total:					69.00
Vendor: 01554 - MSC INDUSTRIAL SUPPLY CO					
MSC INDUSTRIAL SUPPLY CO	3344678002	02/04/2020	FLEET SHOP PIECES		34.07
MSC INDUSTRIAL SUPPLY CO	3598767002	02/06/2020	100 FT OR ARTIC SUPERFLEX FO...		74.10
Vendor 01554 - MSC INDUSTRIAL SUPPLY CO Total:					108.17
Vendor: 02170 - NETWORK COMPUTING SOLUTIONS, LLC					
NETWORK COMPUTING SOLUT...	64271	02/04/2020	Copier - BW copies		3.78
NETWORK COMPUTING SOLUT...	64271	02/04/2020	Copier - Copies - 25%		11.87
Vendor 02170 - NETWORK COMPUTING SOLUTIONS, LLC Total:					15.65
Vendor: 069498 - SALINA SUPPLY COMPANY					
SALINA SUPPLY COMPANY	S100162555.001	01/31/2020	6X7 FCC-CI DI		178.29
SALINA SUPPLY COMPANY	S100162555.001	01/31/2020	4X12 FCC-CI DI		495.18

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Vendor Name	Payable Number	Post Date	Description (Item)	(None)	Amount
SALINA SUPPLY COMPANY	S100162555.001	01/31/2020	6/12 FCC-CI DI		570.30
Vendor 069498 - SALINA SUPPLY COMPANY Total:					1,243.77
Vendor: 03081 - VALOR FORD INC					
VALOR FORD INC	6000075	01/31/2020	SEPARATOR		39.99
VALOR FORD INC	6000075	01/31/2020	HOSE		30.79
VALOR FORD INC	CM6000075	02/03/2020	#803 HOSE		-30.79
Vendor 03081 - VALOR FORD INC Total:					39.99
Vendor: 00970 - VERIZON WIRELESS					
VERIZON WIRELESS	PW-JAN 2020	02/05/2020	NEW LINE-761-5094		25.97
VERIZON WIRELESS	PW-JAN 2020	02/05/2020	HAYHURST-761-5293		25.97
VERIZON WIRELESS	PW-JAN 2020	02/05/2020	UTILITY 5-761-5237		25.97
VERIZON WIRELESS	PW-JAN 2020	02/05/2020	STREET 5-761-5283		25.97
VERIZON WIRELESS	PW-JAN 2020	02/05/2020	SAMSUNG TAB A5-210-4887		40.01
Vendor 00970 - VERIZON WIRELESS Total:					143.89
Vendor: 01868 - WEX BANK					
WEX BANK	63781904	02/11/2020	WATER DIST--FUEL		960.10
Vendor 01868 - WEX BANK Total:					960.10
Department 532 - WATER DISTRIBUTION SYSTEM Total:					2,957.43
Department: 534 - WATER ADMINISTRATION					
Vendor: 03042 - CATLETT AUTOMOTIVE, INC.					
CATLETT AUTOMOTIVE, INC.	426625	02/05/2020	BLOWER MOTOR-AIR CONDITI...		102.57
CATLETT AUTOMOTIVE, INC.	426635	02/05/2020	TPMS REDI-SENSOR-TRUCK#888..		39.99
Vendor 03042 - CATLETT AUTOMOTIVE, INC. Total:					142.56
Vendor: 00957 - CENTURYLINK COMMUNICATION, INC.					
CENTURYLINK COMMUNICATI...	JAN 2020	02/05/2020	WATER ADMINISTRATION		110.28
Vendor 00957 - CENTURYLINK COMMUNICATION, INC. Total:					110.28
Vendor: 01604 - COX BUSINESS SERVICES					
COX BUSINESS SERVICES	Feb 2020	02/01/2020	Phone Lines - Cox		24.65
COX BUSINESS SERVICES	Feb 2020	02/01/2020	Phone Lines - Cox		197.18
COX BUSINESS SERVICES	Feb 2020	02/01/2020	TV Charges		20.99
Vendor 01604 - COX BUSINESS SERVICES Total:					242.82
Vendor: 043802 - EVERGY					
EVERGY	JAN1-2020	02/11/2020	2232 W ASH-WATER TOWER		133.75
EVERGY	JAN1-2020	02/11/2020	2100 N JACKSON-WATER		246.33
Vendor 043802 - EVERGY Total:					380.08
Vendor: 059998 - INCODE					
INCODE	025-284727	02/01/2020	Web - Utilities Inquiry - 34%		206.68
Vendor 059998 - INCODE Total:					206.68
Vendor: 042607 - KDHE-BUREAU OF ENVIRON					
KDHE-BUREAU OF ENVIRON	2084 02012020	01/31/2020	KPWSLF PROJECT NO. 2084: FEB..		216.92
KDHE-BUREAU OF ENVIRON	2084 02012020	01/31/2020	KPWSLF PROJECT NO. 2084: FEB..		23,711.10
KDHE-BUREAU OF ENVIRON	2084 02012020	01/31/2020	KPWSLF PROJECT NO. 2084: FEB..		2,540.97
KDHE-BUREAU OF ENVIRON	2893 02012020	01/31/2020	KPWSLF PROJECT NO. 2893: FEB..		12,558.04
KDHE-BUREAU OF ENVIRON	2893 02012020	01/31/2020	KPWSLF PROJECT NO. 2893: FEB..		331,896.56
KDHE-BUREAU OF ENVIRON	2893 02012020	01/31/2020	KPWSLF PROJECT NO. 2893: FEB..		67,095.81
Vendor 042607 - KDHE-BUREAU OF ENVIRON Total:					438,019.40
Vendor: 063663 - PITNEY BOWES PURCHASE POWER					
PITNEY BOWES PURCHASE PO...	JANUARY 2020	02/11/2020	POSTAGE REFILL-CUSTOMER SE...		57.70
Vendor 063663 - PITNEY BOWES PURCHASE POWER Total:					57.70
Vendor: 03014 - TRUSTED TECH TEAM, INC.					
TRUSTED TECH TEAM, INC.	3754	02/07/2020	Office 365 Mailboxes		59.92
TRUSTED TECH TEAM, INC.	3757	02/07/2020	Office 365 Mailboxes - Barracu...		32.00
Vendor 03014 - TRUSTED TECH TEAM, INC. Total:					91.92
Vendor: 00970 - VERIZON WIRELESS					
VERIZON WIRELESS	ADMIN-JAN 2020	02/04/2020	785-410-1876-AP/WATER UTILI...		24.37
Vendor 00970 - VERIZON WIRELESS Total:					24.37

Vendor Name	Payable Number	Post Date	Description (Item)	(None)	Amount
Vendor: 01868 - WEX BANK					
WEX BANK	63781904	02/11/2020	WTR CUST. SRV-FUEL		344.32
Vendor 01868 - WEX BANK Total:					344.32
Vendor: 086462 - XEROX CORPORATION					
XEROX CORPORATION	099368140	02/01/2020	Customer Service copier - Exces...		55.02
XEROX CORPORATION	099368140	02/01/2020	Customer Service copier		94.61
Vendor 086462 - XEROX CORPORATION Total:					149.63
Department 534 - WATER ADMINISTRATION Total:					439,769.76
Fund 014 - WATER UTILITY FUND Total:					449,119.57
Fund: 015 - WASTEWATER UTILITY FUND					
Department: 000 - NON-DEPARTMENTAL					
Vendor: 03005 - ADRIAN & PANKRATZ, P.A					
ADRIAN & PANKRATZ, P.A	INV0017933	01/31/2020	GARNISHMENT		82.38
Vendor 03005 - ADRIAN & PANKRATZ, P.A Total:					82.38
Vendor: 012130 - CITY OF JUNCTION CITY					
CITY OF JUNCTION CITY	INV0017938	01/31/2020	CITY OF JUNCTION CITY (G-FEE)		2.49
Vendor 012130 - CITY OF JUNCTION CITY Total:					2.49
Vendor: 01944 - GREAT WEST FINANCIAL					
GREAT WEST FINANCIAL	INV0017943	01/31/2020	GREAT WEST FINANCIAL		407.50
Vendor 01944 - GREAT WEST FINANCIAL Total:					407.50
Vendor: 001010 - INTERNAL REVENUE SERVICE					
INTERNAL REVENUE SERVICE	INV0017948	01/31/2020	SOCIAL SECURITY WITHHOLDING		1,962.92
INTERNAL REVENUE SERVICE	INV0017949	01/31/2020	FEDERAL WITHHOLDING		1,048.98
INTERNAL REVENUE SERVICE	INV0017950	01/31/2020	MEDICARE WITHHOLDING		458.80
Vendor 001010 - INTERNAL REVENUE SERVICE Total:					3,470.70
Vendor: 042540 - KANSAS DEPT OF REVENUE					
KANSAS DEPT OF REVENUE	INV0017947	01/31/2020	STATE WITHHOLDING		570.12
Vendor 042540 - KANSAS DEPT OF REVENUE Total:					570.12
Vendor: 043859 - KANSAS PUBLIC EMPLOYEES					
KANSAS PUBLIC EMPLOYEES	INV0017940	01/31/2020	KPERS #1		517.00
KANSAS PUBLIC EMPLOYEES	INV0017941	01/31/2020	KPERS #2		467.04
KANSAS PUBLIC EMPLOYEES	INV0017942	01/31/2020	KPERS #3		1,323.89
KANSAS PUBLIC EMPLOYEES	INV0017944	01/31/2020	KPERS INSURANCE		157.98
Vendor 043859 - KANSAS PUBLIC EMPLOYEES Total:					2,465.91
Vendor: 079629 - UNITED WAY OF JUNCTION CITY-GEARY COUNTY					
UNITED WAY OF JUNCTION CITY...	INV0017946	01/31/2020	UNITED WAY		4.24
Vendor 079629 - UNITED WAY OF JUNCTION CITY-GEARY COUNTY Total:					4.24
Department 000 - NON-DEPARTMENTAL Total:					7,003.34
Department: 540 - WASTEWATER DISTRIBUTION SYSTEM					
Vendor: 009001 - AIRGAS					
AIRGAS	9097703699	01/30/2020	NOZZLES FOR WELDER		22.04
Vendor 009001 - AIRGAS Total:					22.04
Vendor: 03042 - CATLETT AUTOMOTIVE, INC.					
CATLETT AUTOMOTIVE, INC.	427346	02/05/2020	WATER CROSSOVER SET		27.73
Vendor 03042 - CATLETT AUTOMOTIVE, INC. Total:					27.73
Vendor: 02518 - CONTINENTAL RESEARCH CORPORATION					
CONTINENTAL RESEARCH COR...	0011016	02/03/2020	CUTTING OIL FOR DRILLING & T...		112.50
Vendor 02518 - CONTINENTAL RESEARCH CORPORATION Total:					112.50
Vendor: 01604 - COX BUSINESS SERVICES					
COX BUSINESS SERVICES	Feb 2020	02/01/2020	Public Works - Metro E - 25%		45.63
COX BUSINESS SERVICES	Feb 2020	02/01/2020	Public Works - Telephone - 25%		58.43
Vendor 01604 - COX BUSINESS SERVICES Total:					104.06
Vendor: 043802 - EVERGY					
EVERGY	JAN2-2020	02/11/2020	1935 NORTHWIND-LIFT PUMP		154.44
EVERGY	JAN2-2020	02/11/2020	100 HOOVER LIFT PUMP		233.99

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Vendor Name	Payable Number	Post Date	Description (Item)	(None)	Amount
EVERGY	JAN2-2020	02/11/2020	400 E CHESTNUT LIFT PUMP		211.49
EVERGY	JAN2-2020	02/11/2020	1121 CYPRESS-LIFT PUMP		160.69
EVERGY	JAN2-2020	02/11/2020	500 E ASH LIFT PUMP		31.05
EVERGY	JAN2-2020	02/11/2020	1701 GOLDENBELT BLVD LIFT P...		133.85
EVERGY	JAN2-2020	02/11/2020	1452 CANDLELIGHT LIFT PUMP		147.69
EVERGY	JAN2-2020	02/11/2020	1001 GOLDENBELT LIFT PUMP		148.01
EVERGY	JAN2-2020	02/11/2020	2309 N JACKSON- LIFT PUMP		159.90
EVERGY	JAN2-2020	02/11/2020	948 GRANT AVE LIFT PUMP		157.78
EVERGY	JAN2-2020	02/11/2020	630 E ST LIFT PUMP		152.28
Vendor 043802 - EVERGY Total:					1,691.17
Vendor: 02167 - GREAT AMERICA FINANCIAL SERVICES					
GREAT AMERICA FINANCIAL SE...	26453338	02/07/2020	Copier - Document Fee		45.70
Vendor 02167 - GREAT AMERICA FINANCIAL SERVICES Total:					45.70
Vendor: 043271 - KANSAS GAS SERVICE					
KANSAS GAS SERVICE	PW/PARKS-JAN 2020	02/11/2020	2324 N JACKSON-PUBLIC WORKS		110.52
Vendor 043271 - KANSAS GAS SERVICE Total:					110.52
Vendor: 01528 - KANSAS ONE-CALL SYSTEMS, INC.					
KANSAS ONE-CALL SYSTEMS, IN...	0010309	01/31/2020	DIG SAFE; LOCATE NOTIFICATI...		69.00
Vendor 01528 - KANSAS ONE-CALL SYSTEMS, INC. Total:					69.00
Vendor: 01554 - MSC INDUSTRIAL SUPPLY CO					
MSC INDUSTRIAL SUPPLY CO	3344678002	02/04/2020	FLEET SHOP PIECES		34.07
MSC INDUSTRIAL SUPPLY CO	3598767002	02/06/2020	100 FT OR ARTIC SUPERFLEX FO...		74.10
Vendor 01554 - MSC INDUSTRIAL SUPPLY CO Total:					108.17
Vendor: 02170 - NETWORK COMPUTING SOLUTIONS, LLC					
NETWORK COMPUTING SOLUT...	64271	02/04/2020	Copier - BW copies		3.77
NETWORK COMPUTING SOLUT...	64271	02/04/2020	Copier - Copies - 25%		11.87
Vendor 02170 - NETWORK COMPUTING SOLUTIONS, LLC Total:					15.64
Vendor: 03081 - VALOR FORD INC					
VALOR FORD INC	6000075	01/31/2020	HOSE		30.79
VALOR FORD INC	6000075	01/31/2020	SEPARATOR		39.99
VALOR FORD INC	CM6000075	02/03/2020	#803 HOSE		-30.79
Vendor 03081 - VALOR FORD INC Total:					39.99
Vendor: 00970 - VERIZON WIRELESS					
VERIZON WIRELESS	PW-JAN 2020	02/05/2020	MARSTON-761-5354		25.97
VERIZON WIRELESS	PW-JAN 2020	02/05/2020	SANITATION 3-761-5373		25.97
VERIZON WIRELESS	PW-JAN 2020	02/05/2020	SAMSUNG TAB A4-492-2782		40.01
Vendor 00970 - VERIZON WIRELESS Total:					91.95
Department 540 - WASTEWATER DISTRIBUTION SYSTEM Total:					2,438.47
Department: 541 - WASTEWATER ADMINISTRATION					
Vendor: 02167 - GREAT AMERICA FINANCIAL SERVICES					
GREAT AMERICA FINANCIAL SE...	26453338	02/07/2020	Copier - Document Fee		45.70
Vendor 02167 - GREAT AMERICA FINANCIAL SERVICES Total:					45.70
Vendor: 059998 - INCODE					
INCODE	025-284727	02/01/2020	Web - Utilities Inquiry - 33%		206.66
Vendor 059998 - INCODE Total:					206.66
Vendor: 063663 - PITNEY BOWES PURCHASE POWER					
PITNEY BOWES PURCHASE PO...	JANUARY 2020	02/11/2020	POSTAGE REFILL-CUSTOMER SE...		57.70
Vendor 063663 - PITNEY BOWES PURCHASE POWER Total:					57.70
Department 541 - WASTEWATER ADMINISTRATION Total:					310.06
Department: 547 - WASTEWATER PLANT OPERATIONS					
Vendor: 017700 - DS&O RURAL ELECTRIC					
DS&O RURAL ELECTRIC	JANUARY 2020	02/11/2020	SEWER LIFT		148.28
DS&O RURAL ELECTRIC	JANUARY 2020	02/11/2020	2326/2321 OSPREY SWR LIFT		156.64
DS&O RURAL ELECTRIC	JANUARY 2020	02/11/2020	2542/2548 JAGER DR SWR LIFT		166.51
DS&O RURAL ELECTRIC	JANUARY 2020	02/11/2020	2515 WILMA-OLIVIA FARMS-LIFT		183.09
DS&O RURAL ELECTRIC	JANUARY 2020	02/11/2020	BROOKEBEND LIFT STATION		239.06

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Vendor Name	Payable Number	Post Date	Description (Item)	(None)	Amount
DS&O RURAL ELECTRIC	JANUARY 2020	02/11/2020	LIFT STATION- HILLTOP #5		239.06
Vendor 017700 - DS&O RURAL ELECTRIC Total:					1,132.64
Department 547 - WASTEWATER PLANT OPERATIONS Total:					1,132.64
Fund 015 - WASTEWATER UTILITY FUND Total:					10,884.51
Fund: 018 - STORM WATER UTILITY FUND					
Department: 000 - NON-DEPARTMENTAL					
Vendor: 012130 - CITY OF JUNCTION CITY					
CITY OF JUNCTION CITY	INV0017938	01/31/2020	CITY OF JUNCTION CITY (G-FEE)		5.00
Vendor 012130 - CITY OF JUNCTION CITY Total:					5.00
Vendor: 01944 - GREAT WEST FINANCIAL					
GREAT WEST FINANCIAL	INV0017943	01/31/2020	GREAT WEST FINANCIAL		169.76
Vendor 01944 - GREAT WEST FINANCIAL Total:					169.76
Vendor: 001010 - INTERNAL REVENUE SERVICE					
INTERNAL REVENUE SERVICE	INV0017948	01/31/2020	SOCIAL SECURITY WITHHOLDING		438.56
INTERNAL REVENUE SERVICE	INV0017949	01/31/2020	FEDERAL WITHHOLDING		283.11
INTERNAL REVENUE SERVICE	INV0017950	01/31/2020	MEDICARE WITHHOLDING		102.58
Vendor 001010 - INTERNAL REVENUE SERVICE Total:					824.25
Vendor: 042540 - KANSAS DEPT OF REVENUE					
KANSAS DEPT OF REVENUE	INV0017947	01/31/2020	STATE WITHHOLDING		133.26
Vendor 042540 - KANSAS DEPT OF REVENUE Total:					133.26
Vendor: 043859 - KANSAS PUBLIC EMPLOYEES					
KANSAS PUBLIC EMPLOYEES	INV0017940	01/31/2020	KPERS #1		125.36
KANSAS PUBLIC EMPLOYEES	INV0017941	01/31/2020	KPERS #2		87.31
KANSAS PUBLIC EMPLOYEES	INV0017942	01/31/2020	KPERS #3		302.68
KANSAS PUBLIC EMPLOYEES	INV0017944	01/31/2020	KPERS INSURANCE		35.31
Vendor 043859 - KANSAS PUBLIC EMPLOYEES Total:					550.66
Vendor: 02513 - MARYLAND CHILD SUPPORT ACCOUNT					
MARYLAND CHILD SUPPORT AC...	INV0017932	01/31/2020	MD CHILD SUPPORT ACCOUNT		117.69
Vendor 02513 - MARYLAND CHILD SUPPORT ACCOUNT Total:					117.69
Vendor: 079629 - UNITED WAY OF JUNCTION CITY-GEARY COUNTY					
UNITED WAY OF JUNCTION CITY...	INV0017946	01/31/2020	UNITED WAY		1.50
Vendor 079629 - UNITED WAY OF JUNCTION CITY-GEARY COUNTY Total:					1.50
Department 000 - NON-DEPARTMENTAL Total:					1,802.12
Department: 618 - STORM WATER ADMINISTRATION					
Vendor: 063663 - PITNEY BOWES PURCHASE POWER					
PITNEY BOWES PURCHASE PO...	JANUARY 2020	02/11/2020	POSTAGE REFILL-CUSTOMER SE...		57.70
Vendor 063663 - PITNEY BOWES PURCHASE POWER Total:					57.70
Department 618 - STORM WATER ADMINISTRATION Total:					57.70
Department: 619 - STORM WATER DISTRIBUTION					
Vendor: 006660 - BAYER CONSTRUCTION CO.					
BAYER CONSTRUCTION CO.	SMS617370	02/05/2020	STOCK DITCH LINING		146.37
BAYER CONSTRUCTION CO.	SMS617370	02/05/2020	DITCH LINING-544 TAMERISK		38.25
Vendor 006660 - BAYER CONSTRUCTION CO. Total:					184.62
Vendor: 01514 - MIDWEST CONCRETE MATERIALS					
MIDWEST CONCRETE MATERIA...	484184	01/30/2020	544 TAMERISK GRAVEL		188.20
Vendor 01514 - MIDWEST CONCRETE MATERIALS Total:					188.20
Department 619 - STORM WATER DISTRIBUTION Total:					372.82
Fund 018 - STORM WATER UTILITY FUND Total:					2,232.64

Vendor Name	Payable Number	Post Date	Description (Item)	(None)	Amount
Fund: 022 - SPECIAL HIGHWAY FUND					
Department: 043 - 043					
Vendor: 00957 - CENTURYLINK COMMUNICATION, INC.					
CENTURYLINK COMMUNICATI...	JAN 2020	02/05/2020	ENGINEERING		27.77
Vendor 00957 - CENTURYLINK COMMUNICATION, INC. Total:					27.77
Department 043 - 043 Total:					27.77
Fund 022 - SPECIAL HIGHWAY FUND Total:					27.77
Fund: 023 - SANITATION FUND					
Department: 000 - NON-DEPARTMENTAL					
Vendor: 01944 - GREAT WEST FINANCIAL					
GREAT WEST FINANCIAL	INV0017943	01/31/2020	GREAT WEST FINANCIAL		218.97
Vendor 01944 - GREAT WEST FINANCIAL Total:					218.97
Vendor: 001010 - INTERNAL REVENUE SERVICE					
INTERNAL REVENUE SERVICE	INV0017948	01/31/2020	SOCIAL SECURITY WITHHOLDING		1,752.80
INTERNAL REVENUE SERVICE	INV0017949	01/31/2020	FEDERAL WITHHOLDING		1,103.68
INTERNAL REVENUE SERVICE	INV0017950	01/31/2020	MEDICARE WITHHOLDING		410.14
Vendor 001010 - INTERNAL REVENUE SERVICE Total:					3,266.62
Vendor: 042540 - KANSAS DEPT OF REVENUE					
KANSAS DEPT OF REVENUE	INV0017947	01/31/2020	STATE WITHHOLDING		489.47
Vendor 042540 - KANSAS DEPT OF REVENUE Total:					489.47
Vendor: 043859 - KANSAS PUBLIC EMPLOYEES					
KANSAS PUBLIC EMPLOYEES	INV0017940	01/31/2020	KPERS #1		171.03
KANSAS PUBLIC EMPLOYEES	INV0017941	01/31/2020	KPERS #2		1,121.39
KANSAS PUBLIC EMPLOYEES	INV0017942	01/31/2020	KPERS #3		768.04
KANSAS PUBLIC EMPLOYEES	INV0017944	01/31/2020	KPERS INSURANCE		140.81
Vendor 043859 - KANSAS PUBLIC EMPLOYEES Total:					2,201.27
Vendor: 079629 - UNITED WAY OF JUNCTION CITY-GEARY COUNTY					
UNITED WAY OF JUNCTION CITY...	INV0017946	01/31/2020	UNITED WAY		2.00
Vendor 079629 - UNITED WAY OF JUNCTION CITY-GEARY COUNTY Total:					2.00
Department 000 - NON-DEPARTMENTAL Total:					6,178.33
Department: 644 - SANITATION OPERATIONS					
Vendor: 009001 - AIRGAS					
AIRGAS	9097703699	01/30/2020	NOZZLES FOR WELDER		22.03
Vendor 009001 - AIRGAS Total:					22.03
Vendor: 015555 - CENTRAL POWER SYSTEMS & SERVICES					
CENTRAL POWER SYSTEMS & S...	X105003550:01	02/06/2020	HEATER PIPE SUPPLY ORING		0.76
CENTRAL POWER SYSTEMS & S...	X105003550:01	02/06/2020	HEATER PIPE RETURN ORING		3.40
Vendor 015555 - CENTRAL POWER SYSTEMS & SERVICES Total:					4.16
Vendor: 02518 - CONTINENTAL RESEARCH CORPORATION					
CONTINENTAL RESEARCH COR...	0011016	02/03/2020	CUTTING OIL FOR DRILLING & T...		90.00
Vendor 02518 - CONTINENTAL RESEARCH CORPORATION Total:					90.00
Vendor: 01604 - COX BUSINESS SERVICES					
COX BUSINESS SERVICES	Feb 2020	02/01/2020	Public Works - Metro E - 25%		45.62
COX BUSINESS SERVICES	Feb 2020	02/01/2020	Public Works - Telephone - 25%		58.43
Vendor 01604 - COX BUSINESS SERVICES Total:					104.05
Vendor: 028441 - GEARY COUNTY PUBLIC WORKS					
GEARY COUNTY PUBLIC WORKS	33	02/03/2020	PW JANUARY 2020 TRANSFER T...		32,726.37
Vendor 028441 - GEARY COUNTY PUBLIC WORKS Total:					32,726.37
Vendor: 02167 - GREAT AMERICA FINANCIAL SERVICES					
GREAT AMERICA FINANCIAL SE...	26453338	02/07/2020	Copier - Document Fee		45.71
Vendor 02167 - GREAT AMERICA FINANCIAL SERVICES Total:					45.71
Vendor: 043271 - KANSAS GAS SERVICE					
KANSAS GAS SERVICE	PW/PARKS-JAN 2020	02/11/2020	2324 N JACKSON-PUBLIC WORKS		110.51
Vendor 043271 - KANSAS GAS SERVICE Total:					110.51

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Vendor Name	Payable Number	Post Date	Description (Item)	(None)	Amount
Vendor: 01554 - MSC INDUSTRIAL SUPPLY CO					
MSC INDUSTRIAL SUPPLY CO	3344678002	02/04/2020	FLEET SHOP PIECES		13.63
MSC INDUSTRIAL SUPPLY CO	3598767002	02/06/2020	100 FT OR ARTIC SUPERFLEX FO...		59.27
Vendor 01554 - MSC INDUSTRIAL SUPPLY CO Total:					72.90
Vendor: 02170 - NETWORK COMPUTING SOLUTIONS, LLC					
NETWORK COMPUTING SOLUT...	64271	02/04/2020	Copier - BW copies		3.77
NETWORK COMPUTING SOLUT...	64271	02/04/2020	Copier - Copies - 25%		11.87
Vendor 02170 - NETWORK COMPUTING SOLUTIONS, LLC Total:					15.64
Vendor: 00970 - VERIZON WIRELESS					
VERIZON WIRELESS	PW-JAN 2020	02/05/2020	SAMSUNG TAB A3-492-2762		40.01
VERIZON WIRELESS	PW-JAN 2020	02/05/2020	STREET 7-761-5310		25.97
VERIZON WIRELESS	PW-JAN 2020	02/05/2020	UTILITY 2-223-1337		25.97
VERIZON WIRELESS	PW-JAN 2020	02/05/2020	DOWNS-307-6183		25.97
VERIZON WIRELESS	PW-JAN 2020	02/05/2020	TODD BARRIGER-223-1759		25.97
VERIZON WIRELESS	PW-JAN 2020	02/05/2020	SANITATION 1-223-1758		25.97
VERIZON WIRELESS	PW-JAN 2020	02/05/2020	MERRIT-223-2022		25.97
Vendor 00970 - VERIZON WIRELESS Total:					195.83
Vendor: 01868 - WEX BANK					
WEX BANK	63781904	02/11/2020	SOLID WASTE-FUEL		2,927.27
Vendor 01868 - WEX BANK Total:					2,927.27
Department 644 - SANITATION OPERATIONS Total:					36,314.47
Department: 645 - SANITATION ADMINISTRATION					
Vendor: 059998 - INCODE					
INCODE	025-284727	02/01/2020	Web - Utilities Inquiry - 33%		206.66
Vendor 059998 - INCODE Total:					206.66
Vendor: 063663 - PITNEY BOWES PURCHASE POWER					
PITNEY BOWES PURCHASE PO...	JANUARY 2020	02/11/2020	POSTAGE REFILL-CUSTOMER SE...		57.66
Vendor 063663 - PITNEY BOWES PURCHASE POWER Total:					57.66
Department 645 - SANITATION ADMINISTRATION Total:					264.32
Fund 023 - SANITATION FUND Total:					42,757.12
Fund: 035 - EMPLOYEE BENEFITS FUND					
Department: 140 - EMPLOYEE BENEFITS					
Vendor: 02156 - FREEDOM CLAIMS MGT. INC PREMIUM ACCT					
FREEDOM CLAIMS MGT. INC PR...	% OF SAVINGS-JAN20	02/11/2020	% OF SAVINGS-JAN 2020		104.38
FREEDOM CLAIMS MGT. INC PR...	1095 FILING-2020	02/11/2020	1095 FILING-2020		700.00
FREEDOM CLAIMS MGT. INC PR...	152FEBJC-2020	02/11/2020	JANUARY 2020-JC EMPLOYEEES...		3,059.00
FREEDOM CLAIMS MGT. INC PR...	152FEBL-2020	02/11/2020	FEBRUARY 2020-LIBRARY-PREM...		322.00
FREEDOM CLAIMS MGT. INC PR...	152FEBR-2020	02/11/2020	FEBRUARY 2020-RETIRES-PR...		138.00
Vendor 02156 - FREEDOM CLAIMS MGT. INC PREMIUM ACCT Total:					4,323.38
Vendor: 02155 - FREEDOM CLAIMS MGT.INC CLAIMS ACCOUNT					
FREEDOM CLAIMS MGT.INC CLA...	911152-01312020	02/05/2020	CLAIMS WEEK OF 01312020		3,881.41
FREEDOM CLAIMS MGT.INC CLA...	911152-02072020	02/11/2020	CLAIMS WEEK OF 02072020		3,731.99
Vendor 02155 - FREEDOM CLAIMS MGT.INC CLAIMS ACCOUNT Total:					7,613.40
Department 140 - EMPLOYEE BENEFITS Total:					11,936.78
Fund 035 - EMPLOYEE BENEFITS FUND Total:					11,936.78
Fund: 046 - SUNDOWN SALUTE FUND					
Department: 330 - SUNDOWN SALUTE					
Vendor: 075662 - SUNDOWN SALUTE INC					
SUNDOWN SALUTE INC	JANUARY 2020	02/05/2020	JAN 2020-WATER BILL DONATI...		348.00
Vendor 075662 - SUNDOWN SALUTE INC Total:					348.00
Department 330 - SUNDOWN SALUTE Total:					348.00
Fund 046 - SUNDOWN SALUTE FUND Total:					348.00

Appropriations-January 30th 2020-February 12th 20
Post Dates: 01/30/2020 - 02/12/2020

Vendor Name	Payable Number	Post Date	Description (Item)	(None)	Amount
Fund: 047 - DRUG & ALCOHOL ABUSE FUND					
Department: 000 - NON-DEPARTMENTAL					
Vendor: 001010 - INTERNAL REVENUE SERVICE					
INTERNAL REVENUE SERVICE	INV0017949	01/31/2020	FEDERAL WITHHOLDING		183.40
INTERNAL REVENUE SERVICE	INV0017950	01/31/2020	MEDICARE WITHHOLDING		65.98
Vendor 001010 - INTERNAL REVENUE SERVICE Total:					249.38
Vendor: 039125 - JCPOA					
JCPOA	INV0017945	01/31/2020	JCPOA		20.00
Vendor 039125 - JCPOA Total:					20.00
Vendor: 042540 - KANSAS DEPT OF REVENUE					
KANSAS DEPT OF REVENUE	INV0017947	01/31/2020	STATE WITHHOLDING		79.50
Vendor 042540 - KANSAS DEPT OF REVENUE Total:					79.50
Vendor: 043859 - KANSAS PUBLIC EMPLOYEES					
KANSAS PUBLIC EMPLOYEES	INV0017939	01/31/2020	KP&F		661.67
Vendor 043859 - KANSAS PUBLIC EMPLOYEES Total:					661.67
Department 000 - NON-DEPARTMENTAL Total:					1,010.55
Fund 047 - DRUG & ALCOHOL ABUSE FUND Total:					1,010.55
Fund: 050 - SPECIAL LAW ENFORCEMENT TRUST FUND					
Department: 440 - SPECIAL LAW ENFORCEMENT					
Vendor: 059898 - NEX-TECH					
NEX-TECH	JANUARY 2020	02/05/2020	DRUG TASK FORCE		0.58
Vendor 059898 - NEX-TECH Total:					0.58
Vendor: 02667 - SEATON PUBLISHING CO. INC.					
SEATON PUBLISHING CO. INC.	20CV8	02/03/2020	20CV8 Publication Notice		117.00
Vendor 02667 - SEATON PUBLISHING CO. INC. Total:					117.00
Department 440 - SPECIAL LAW ENFORCEMENT Total:					117.58
Fund 050 - SPECIAL LAW ENFORCEMENT TRUST FUND Total:					117.58
Fund: 054 - LAW ENFORCEMENT TRAINING/DARE FUND					
Department: 450 - D.A.R.E .					
Vendor: 03062 - DAVID M. BREDE					
DAVID M. BREDE	12720	02/05/2020	12720 Difficult Int Trng #45,798...		300.00
DAVID M. BREDE	127202	02/05/2020	127202 Difficult Interview #925		100.00
Vendor 03062 - DAVID M. BREDE Total:					400.00
Department 450 - D.A.R.E . Total:					400.00
Fund 054 - LAW ENFORCEMENT TRAINING/DARE FUND Total:					400.00
Fund: 075 - JUNCTION CITY LAND BANK FUND					
Department: 390 - JC LAND BANK					
Vendor: 02667 - SEATON PUBLISHING CO. INC.					
SEATON PUBLISHING CO. INC.	42972	01/31/2020	SALE OF LOT 17,BLOCK 12 OLIV...		23.00
SEATON PUBLISHING CO. INC.	42973	01/31/2020	SALE OF LOT 10 BLOCK 10 SUTT...		23.00
Vendor 02667 - SEATON PUBLISHING CO. INC. Total:					46.00
Department 390 - JC LAND BANK Total:					46.00
Fund 075 - JUNCTION CITY LAND BANK FUND Total:					46.00
Grand Total:					848,931.59

Report Summary

Fund Summary

Fund	Payment Amount
001 - GENERAL FUND	322,945.58
003 - RURAL HOUSING INCENTIVE DISTRICT FUND	7,105.49
014 - WATER UTILITY FUND	449,119.57
015 - WASTEWATER UTILITY FUND	10,884.51
018 - STORM WATER UTILITY FUND	2,232.64
022 - SPECIAL HIGHWAY FUND	27.77
023 - SANITATION FUND	42,757.12
035 - EMPLOYEE BENEFITS FUND	11,936.78
046 - SUNDOWN SALUTE FUND	348.00
047 - DRUG & ALCOHOL ABUSE FUND	1,010.55
050 - SPECIAL LAW ENFORCEMENT TRUST FUND	117.58
054 - LAW ENFORCEMENT TRAINING/DARE FUND	400.00
075 - JUNCTION CITY LAND BANK FUND	46.00
Grand Total:	848,931.59

Account Summary

Account Number	Account Name	Payment Amount
001-2-00000-0250	F.I.T PAYABLE	34,137.96
001-2-00000-0251	FICA PAYABLE	24,925.48
001-2-00000-0252	SIT PAYABLE	15,168.64
001-2-00000-0254	UNITED WAY PAYABLE	31.50
001-2-00000-0255	KPERS PAYABLE	16,707.30
001-2-00000-0256	KPFR PAYABLE	74,576.57
001-2-00000-0259	GARNISHMENTS PAYABLE	793.56
001-2-00000-0260	JCPOA UNION DUES PAYA...	860.00
001-2-00000-0261	AETNA DEFERRED COMP ...	6,702.77
001-2-00000-0276	FIREMANS RELIEF ASSN	476.77
001-2-00000-0279	GARNISHMENT FEE	10.00
001-5-00200-0000-0669	COMPUTER SOFTWARE	1,375.00
001-5-00200-0000-0705	OUTSIDE AGENCY EQUIP...	149.37
001-5-00200-0000-0710	SOFTWARE MAINTENANCE	489.04
001-5-00200-0000-0714	REP & MAINT OF DATA P...	1,938.17
001-5-00200-0000-0735	TELEPHONE	63.18
001-5-00200-0000-0749	OTHER SERVICES	345.49
001-5-00300-0000-0667	OFFICE SUPPLIES	39.11
001-5-00300-0000-0668	POSTAGE & DELIVERY CH...	461.54
001-5-00300-0000-0703	ADVERTISEMENTS & PRIN...	37.00
001-5-00300-0000-0710	SOFTWARE MAINTENANCE	172.35
001-5-00300-0000-0735	TELEPHONE	738.48
001-5-00300-0000-0736	ELECTRIC UTILITIES	1,657.72
001-5-00300-0000-0737	GAS UTILITIES	425.69
001-5-00300-0000-0749	OTHER SERVICES	35.00
001-5-00300-0000-0755	OFFICE EQUIP. SVC. (SVC. ...	162.03
001-5-00300-0000-0760	PUBLICATIONS - LEGAL	192.00
001-5-00800-0000-0648	MOTOR FUEL	259.19
001-5-00800-0000-0710	SOFTWARE MAINTENANCE	22.98
001-5-00800-0000-0715	BUILDING MAINT. & REPA...	1,385.00
001-5-00800-0000-0735	TELEPHONE	87.46
001-5-01000-0000-0632	ST. MAINTENANCE(GRAV...	276.07
001-5-01000-0000-0648	MOTOR FUEL	537.15
001-5-01000-0000-0652	TOOLS	449.98
001-5-01000-0000-0668	POSTAGE & DELIVERY CH...	230.77
001-5-01000-0000-0710	SOFTWARE MAINTENANCE	752.76
001-5-01000-0000-0714	REP & MAINT OF DATA P...	356.49
001-5-01000-0000-0735	TELEPHONE	176.71
001-5-01000-0000-0736	ELECTRIC UTILITIES	4,013.38
001-5-01000-0000-0737	GAS UTILITIES	451.87

Account Summary

Account Number	Account Name	Payment Amount
001-5-01100-0000-0710	SOFTWARE MAINTENANCE	22.98
001-5-01100-0000-0735	TELEPHONE	35.24
001-5-01100-0000-0736	ELECTRIC UTILITIES	102.45
001-5-01100-0000-0749	OTHER SERVICES	173.99
001-5-01300-0000-0710	SOFTWARE MAINTENANCE	11.49
001-5-01300-0000-0714	REP & MAINT OF DATA P...	324.94
001-5-01300-0000-0735	TELEPHONE	134.92
001-5-01300-0000-0736	ELECTRIC UTILITIES	1,039.75
001-5-01300-0000-0749	OTHER SERVICES	173.99
001-5-01400-0000-0736	ELECTRIC UTILITIES	600.73
001-5-01400-0000-0749	OTHER SERVICES	99.96
001-5-01700-0000-0610	CHEMICALS	1,706.48
001-5-01700-0000-0648	MOTOR FUEL	1,401.72
001-5-01700-0000-0651	PARTS FOR VEHICLES, EQU..	238.83
001-5-01700-0000-0667	OFFICE SUPPLIES	452.53
001-5-01700-0000-0670	MISC. & SAFETY SUPPLIES	69.62
001-5-01700-0000-0671	GOLF SUPPLIES	340.51
001-5-01700-0000-0675	SUNDRIES/ BEER PURCHA...	76.19
001-5-01700-0000-0677	MERCHANDISE FOR RESA...	5,232.08
001-5-01700-0000-0710	SOFTWARE MAINTENANCE	57.45
001-5-01700-0000-0714	REP & MAINT OF DATA P...	369.05
001-5-01700-0000-0715	BUILDING MAINT. & REPA...	1,537.00
001-5-01700-0000-0735	TELEPHONE	245.39
001-5-01700-0000-0736	ELECTRIC UTILITIES	2,850.79
001-5-01700-0000-0737	GAS UTILITIES	941.73
001-5-01700-0000-0749	OTHER SERVICES	54.05
001-5-01800-0000-0648	MOTOR FUEL	1,910.45
001-5-01800-0000-0659	MEDICAL SUPPLIES	1,477.74
001-5-01800-0000-0668	POSTAGE & DELIVERY CH...	230.77
001-5-01800-0000-0710	SOFTWARE MAINTENANCE	597.48
001-5-01800-0000-0714	REP & MAINT OF DATA P...	251.25
001-5-01800-0000-0735	TELEPHONE	236.08
001-5-01800-0000-0736	ELECTRIC UTILITIES	818.85
001-5-01800-0000-0737	GAS UTILITIES	212.86
001-5-01800-0000-0797	CONTRACT OPERATIONS	5,155.60
001-5-02100-0000-0735	TELEPHONE	147.89
001-5-02200-0000-0648	MOTOR FUEL	269.26
001-5-02200-0000-0668	POSTAGE & DELIVERY CH...	461.54
001-5-02200-0000-0703	ADVERTISEMENTS & PRIN...	132.00
001-5-02200-0000-0710	SOFTWARE MAINTENANCE	57.45
001-5-02200-0000-0735	TELEPHONE	206.32
001-5-02200-0000-0749	OTHER SERVICES	10.49
001-5-02300-0000-0648	MOTOR FUEL	6,241.19
001-5-02300-0000-0668	POSTAGE & DELIVERY CH...	230.77
001-5-02300-0000-0673	FOOD SUPPLIES	54.10
001-5-02300-0000-0710	SOFTWARE MAINTENANCE	827.28
001-5-02300-0000-0713	REP. & MAINT. OF COM...	1,556.80
001-5-02300-0000-0714	REP & MAINT OF DATA P...	324.80
001-5-02300-0000-0715	BUILDING MAINT. & REPA...	798.00
001-5-02300-0000-0725	MEDICAL EXPENSES	975.00
001-5-02300-0000-0735	TELEPHONE	3,898.54
001-5-02300-0000-0736	ELECTRIC UTILITIES	2,331.71
001-5-02300-0000-0737	GAS UTILITIES	684.37
001-5-02300-0000-0750	LAUNDRY SERVICES	660.40
001-5-02300-0000-0768	DUES	75.00
001-5-02310-0000-0710	SOFTWARE MAINTENANCE	114.90
001-5-02310-0000-0714	REP & MAINT OF DATA P...	3,849.99
001-5-02400-0000-0646	OPERATIONAL SUPPLIES	296.78

Account Summary

Account Number	Account Name	Payment Amount
001-5-02400-0000-0648	MOTOR FUEL	1,125.21
001-5-02400-0000-0668	POSTAGE & DELIVERY CH...	230.77
001-5-02400-0000-0710	SOFTWARE MAINTENANCE	2,008.00
001-5-02400-0000-0714	REP & MAINT OF DATA P...	257.93
001-5-02400-0000-0735	TELEPHONE	236.08
001-5-02400-0000-0736	ELECTRIC UTILITIES	2,138.97
001-5-02400-0000-0737	GAS UTILITIES	212.86
001-5-02500-0000-0611	GASES & WELDING SUPPL...	22.04
001-5-02500-0000-0632	STREET MAINTENANCE(G...	5,496.58
001-5-02500-0000-0645	OIL, ANTI-FREEZE, GREASE...	135.00
001-5-02500-0000-0648	MOTOR FUEL	5,309.76
001-5-02500-0000-0651	PARTS FOR VEHICLES, EQU..	143.43
001-5-02500-0000-0668	POSTAGE & DELIVERY CH...	230.77
001-5-02500-0000-0710	SOFTWARE MAINTENANCE	80.43
001-5-02500-0000-0714	REP & MAINT OF DATA P...	219.62
001-5-02500-0000-0715	BUILDING MAINT. & REPA...	71.64
001-5-02500-0000-0734	TRAFFIC SIGNAL MAINT...	470.46
001-5-02500-0000-0735	TELEPHONE	547.29
001-5-02500-0000-0736	ELECTRIC UTILITIES	2,690.85
001-5-02500-0000-0737	GAS UTILITIES	110.52
001-5-02500-0000-0739	SIREN ELECTRICITY	533.91
001-5-02500-0000-0746	MAINTAIN & REPAIR VEHI...	21.50
001-5-02500-0000-0749	OTHER SERVICES	12,799.63
001-5-02500-0000-0755	OFFICE EQUIP. SVC. (SVC. ...	61.34
001-5-02500-0000-0762	STREET LIGHTING	33,235.50
001-5-02500-0000-0769	TRAFFIC LIGHT ELECTRICI...	1,255.85
001-5-02900-0000-0668	POSTAGE & DELIVERY CH...	230.77
001-5-02900-0000-0702	CONTRACTOR SERVICES L...	3,600.00
001-5-02900-0000-0710	SOFTWARE MAINTENANCE	34.47
001-5-02900-0000-0735	TELEPHONE	43.73
001-5-03000-0000-0668	POSTAGE & DELIVERY CH...	230.77
001-5-03000-0000-0710	SOFTWARE MAINTENANCE	140.78
001-5-03000-0000-0714	REP & MAINT OF DATA P...	200.00
001-5-03000-0000-0735	TELEPHONE	275.97
001-5-03000-0000-0736	ELECTRIC UTILITIES	304.19
001-5-03000-0000-0749	OTHER SERVICES	15.72
001-5-03000-0000-9203	COURT REFUNDS	475.00
001-5-04000-0000-0735	TELEPHONE	27.77
001-5-04000-0000-0737	GAS UTILITIES	222.71
001-5-04800-0000-0668	POSTAGE & DELIVERY CH...	230.77
001-5-04800-0000-0710	SOFTWARE MAINTENANCE	80.43
001-5-04800-0000-0714	REP & MAINT OF DATA P...	351.50
001-5-04800-0000-0735	TELEPHONE	215.96
001-5-04800-0000-0736	ELECTRIC UTILITIES	1,220.77
001-5-04800-0000-0747	MAINT & REPAIR EQUIPM...	316.00
001-5-04800-0000-0765	TRAVEL & TRAINING EXP...	21.28
003-5-30000-0000-0749	OTHER SERVICES	490.49
003-5-30000-0000-0910	INTEREST	6,615.00
014-2-00000-0250	F.I.T PAYABLE	1,024.16
014-2-00000-0251	FICA PAYABLE	2,158.32
014-2-00000-0252	SIT PAYABLE	520.61
014-2-00000-0254	UNITED FUND PAYABLE	6.76
014-2-00000-0255	KPERS PAYABLE	2,196.61
014-2-00000-0259	GARNISHMENTS PAYABLE	82.41
014-2-00000-0261	AETNA DEFERRED COMP ...	401.00
014-2-00000-0279	GARNISHMENT FEE	2.51
014-5-53200-0000-0611	GASES & WELDING SUPPL...	22.04
014-5-53200-0000-0645	OIL, ANTI-FREEZE, GREASE...	112.50

Account Summary

Account Number	Account Name	Payment Amount
014-5-53200-0000-0646	OPERATIONAL SUPPLIES	1,243.77
014-5-53200-0000-0648	MOTOR FUEL	960.10
014-5-53200-0000-0651	PARTS FOR VEHICLES, EQU..	175.90
014-5-53200-0000-0714	REP & MAINT OF DATA P...	45.63
014-5-53200-0000-0735	TELEPHONE	202.32
014-5-53200-0000-0737	GAS UTILITIES	110.52
014-5-53200-0000-0749	OTHER SERVICES	69.00
014-5-53200-0000-0755	OFFICE EQUIP. SVC. (SVC. ...	15.65
014-5-53400-0000-0648	MOTOR FUEL	344.32
014-5-53400-0000-0668	POSTAGE & DELIVERY CH...	57.70
014-5-53400-0000-0703	ADVERTISEMENTS & PRIN...	55.02
014-5-53400-0000-0710	SOFTWARE MAINTENANCE	91.92
014-5-53400-0000-0714	REP & MAINT OF DATA P...	206.68
014-5-53400-0000-0735	TELEPHONE	356.48
014-5-53400-0000-0736	ELECTRIC UTILITIES	380.08
014-5-53400-0000-0746	MAINTAIN & REPAIR VEHI...	142.56
014-5-53400-0000-0749	OTHER SERVICES	12,795.95
014-5-53400-0000-0755	OFFICE EQUIP. SVC. (SVC. ...	94.61
014-5-53400-0000-0905	BONDS PRINCIPAL	355,607.66
014-5-53400-0000-0910	BONDS INTEREST	69,636.78
015-2-00000-0250	F.I.T PAYABLE	1,048.98
015-2-00000-0251	FICA PAYABLE	2,421.72
015-2-00000-0252	SIT PAYABLE	570.12
015-2-00000-0254	UNITED FUND PAYABLE	4.24
015-2-00000-0255	KPERS PAYABLE	2,465.91
015-2-00000-0259	GARNISHMENTS PAYABLE	82.38
015-2-00000-0261	AETNA DEFERRED COMP ...	407.50
015-2-00000-0279	GARNISHMENT FEE	2.49
015-5-54000-0000-0611	GASES & WELDING SUPPL...	22.04
015-5-54000-0000-0645	OIL, ANTI-FREEZE, GREASE...	112.50
015-5-54000-0000-0651	PARTS FOR VEHICLES, EQU..	175.89
015-5-54000-0000-0714	REP & MAINT OF DATA P...	45.63
015-5-54000-0000-0735	TELEPHONE	150.38
015-5-54000-0000-0736	ELECTRIC UTILITIES	1,691.17
015-5-54000-0000-0737	GAS UTILITIES	110.52
015-5-54000-0000-0749	OTHER SERVICES	69.00
015-5-54000-0000-0755	OFFICE EQUIP. SVC. (SVC. ...	61.34
015-5-54100-0000-0668	POSTAGE & DELIVERY CH...	57.70
015-5-54100-0000-0714	REP & MAINT OF DATA P...	206.66
015-5-54100-0000-0755	OFFICE EQUIP. SVC. (SVC. ...	45.70
015-5-54700-0000-0736	ELECTRIC UTILITIES	1,132.64
018-2-00000-0250	F.I.T. PAYABLE	283.11
018-2-00000-0251	FICA PAYABLE	541.14
018-2-00000-0252	SIT PAYABLE	133.26
018-2-00000-0254	UNITED FUND PAYALBE	1.50
018-2-00000-0255	KPERS PAYABLE	550.66
018-2-00000-0259	GARNISHMENTS	117.69
018-2-00000-0261	DEFERRED COMP	169.76
018-2-00000-0279	GARNISHMENT FEE	5.00
018-5-61800-0000-0668	POSTAGE & DELIVERY CH...	57.70
018-5-61900-0000-0632	STREET MAINTENANCE M...	372.82
022-5-04300-0000-0735	TELEPHONE, TELEGRAPH ...	27.77
023-2-00000-0250	F.I.T PAYABLE	1,103.68
023-2-00000-0251	FICA PAYABLE	2,162.94
023-2-00000-0252	SIT PAYABLE	489.47
023-2-00000-0254	UNITED FUND PAYABLE	2.00
023-2-00000-0255	KPERS PAYABLE	2,201.27
023-2-00000-0261	AETNA DEFERRED COMP ...	218.97

Account Summary

Account Number	Account Name	Payment Amount
023-5-64400-0000-0611	WELDING SUPPLIES	22.03
023-5-64400-0000-0645	OIL, ANTI-FREEZE, ETC	90.00
023-5-64400-0000-0648	MOTOR FUEL	2,927.27
023-5-64400-0000-0651	PARTS FOR VEHICLES	77.06
023-5-64400-0000-0714	REP MAINT DATE PROCES...	45.62
023-5-64400-0000-0735	TELEPHONE	254.26
023-5-64400-0000-0737	GAS UTILITIES	110.51
023-5-64400-0000-0749	OTHER SERVICES	32,726.37
023-5-64400-0000-0755	OFFICE EQUIP. SVC	61.35
023-5-64500-0000-0668	POSTAGE & DELIVERY CH...	57.66
023-5-64500-0000-0714	REP. & MAINT. OF DATA ...	206.66
035-5-14000-0000-0749	OTHER SERVICES	11,936.78
046-5-33000-0000-0749	OTHER SERVICES	348.00
047-2-00000-0250	F.I.T PAYABLE	183.40
047-2-00000-0251	FICA PAYABLE	65.98
047-2-00000-0252	SIT PAYABLE	79.50
047-2-00000-0256	KPFR PAYABLE	661.67
047-2-00000-0260	JCPOA UNION DUES PAYA...	20.00
050-5-44000-0000-0646	OPERATIONAL SUPPLIES	117.58
054-5-45000-0000-0765	TRAVEL & TRAINING EXP...	400.00
075-5-39000-0000-0760	LEGAL PUBLICATIONS	46.00
Grand Total:		848,931.59

Project Account Summary

Project Account Key	Payment Amount
None	848,931.59
Grand Total:	848,931.59



Junction City, KS

Bank Transaction Report

Transaction Detail

Issued Date Range: 01/30/2020 - 02/12/2020

Cleared Date Range: -

Issued Date	Cleared Date	Number	Description	Module	Status	Type	Amount
Accounts Payable							
Outstanding							
Check							
01/31/2020		369998	ADRIAN & PANKRATZ, P.A	Accounts Payable	Outstanding	Check	-164.79
01/31/2020		369999	CITY OF JUNCTION CITY	Accounts Payable	Outstanding	Check	-20.00
01/31/2020		370000	CITY OF JUNCTION CITY-EE OVERPAYMENT CORRECTION	Accounts Payable	Outstanding	Check	-495.48
01/31/2020		370001	FAMILY HEALTH CARE CLINIC	Accounts Payable	Outstanding	Check	-298.08
01/31/2020		370002	MARYLAND CHILD SUPPORT ACCOUNT	Accounts Payable	Outstanding	Check	-117.69
01/31/2020		370003	UNITED WAY OF JUNCTION CITY-GEARY COUNTY	Accounts Payable	Outstanding	Check	-46.00
01/31/2020		370004	BAYER CONSTRUCTION CO.	Accounts Payable	Outstanding	Check	-572,296.49
01/31/2020		370005	COLLECTION BUREAU OF KANSAS INC	Accounts Payable	Outstanding	Check	-30.00
02/06/2020		370006	BLUFFS APARTMENTS	Accounts Payable	Outstanding	Check	-100.00
02/06/2020		370007	CENTURYLINK COMMUNICATION, INC.	Accounts Payable	Outstanding	Check	-2,175.24
02/06/2020		370008	MARCUS DEWAYNE SOLTON	Accounts Payable	Outstanding	Check	-50.00
02/06/2020		370009	NEX-TECH	Accounts Payable	Outstanding	Check	-15.00
02/06/2020		370010	PENN ENTERPRISES	Accounts Payable	Outstanding	Check	-92.90
02/06/2020		370011	VERIZON WIRELESS	Accounts Payable	Outstanding	Check	-4,315.43
02/12/2020		370012	ACE PIPE CLEANING, INC.	Accounts Payable	Outstanding	Check	-65,587.13
02/12/2020		370013	AIRGAS	Accounts Payable	Outstanding	Check	-88.15
02/12/2020		370014	ALFRED BENESCH & COMPANY	Accounts Payable	Outstanding	Check	-1,258.80
02/12/2020		370015	ALLIED BUSINESS SOLUTIONS LLC	Accounts Payable	Outstanding	Check	-178.96
02/12/2020		370016	AMERICAN EQUIPMENT CO	Accounts Payable	Outstanding	Check	-13,108.00
02/12/2020		370017	ASSESSMENT STRATEGIES, LLC	Accounts Payable	Outstanding	Check	-975.00
02/12/2020		370018	ATHCO, LLC	Accounts Payable	Outstanding	Check	-160.00
02/12/2020		370019	BAYER CONSTRUCTION CO.	Accounts Payable	Outstanding	Check	-5,330.58
02/12/2020		370020	BOUND TREE MEDICAL, LLC	Accounts Payable	Outstanding	Check	-1,231.45
02/12/2020		370021	C & K CONSTRUCTION	Accounts Payable	Outstanding	Check	-1,537.00
02/12/2020		370022	CASH-WA DISTRIBUTING	Accounts Payable	Outstanding	Check	-317.26
02/12/2020		370023	CATHY FAHEY	Accounts Payable	Outstanding	Check	-21.46
02/12/2020		370024	CATLETT AUTOMOTIVE, INC.	Accounts Payable	Outstanding	Check	-1,487.24
02/12/2020		370025	CDW GOVERNMENT INC	Accounts Payable	Outstanding	Check	-1,692.45
02/12/2020		370026	CENTRAL POWER SYSTEMS & SERVICES	Accounts Payable	Outstanding	Check	-4.16
02/12/2020		370027	CENTURY BUSINESS TECHNOLOGIES	Accounts Payable	Outstanding	Check	-8.84
02/12/2020		370028	CHAMPIONS CAR AND TRUCK WASH	Accounts Payable	Outstanding	Check	-21.50
02/12/2020		370029	CONTINENTAL RESEARCH CORPORATION	Accounts Payable	Outstanding	Check	-450.00
02/12/2020		370030	CORYELL INSURORS, INC.	Accounts Payable	Outstanding	Check	-75.00
02/12/2020		370031	COX BUSINESS SERVICES	Accounts Payable	Outstanding	Check	-10,221.87

Bank Transaction Report

Issued Date Range: -

Issued Date	Cleared Date	Number	Description	Module	Status	Type	Amount
02/12/2020		370032	DAVE'S ELECTRIC, INC.	Accounts Payable	Outstanding	Check	-8,913.22
02/12/2020		370033	DAVID M. BREDE	Accounts Payable	Outstanding	Check	-400.00
02/12/2020		370034	DONNA SWIHART	Accounts Payable	Outstanding	Check	-21.28
02/12/2020		370035	DRY CLEAN CITY #1	Accounts Payable	Outstanding	Check	-660.40
02/12/2020		370036	DS&O RURAL ELECTRIC	Accounts Payable	Outstanding	Check	-6,101.60
02/12/2020		370037	ENGSTROM'S WELDING	Accounts Payable	Outstanding	Check	-72.00
02/12/2020		370038	EVERGY	Accounts Payable	Outstanding	Check	-51,897.71
02/12/2020		370039	EXPRESS OFFICE SOLUTIONS, LLC	Accounts Payable	Outstanding	Check	-452.53
02/12/2020		370040	FACTORY MOTOR PARTS	Accounts Payable	Outstanding	Check	-1,742.41
02/12/2020		370041	FELD FIRE	Accounts Payable	Outstanding	Check	-296.78
02/12/2020		370042	FIRST IN TRAINING LLC	Accounts Payable	Outstanding	Check	-1,600.00
02/12/2020		370043	FLINT HILLS BEVERAGE LLC	Accounts Payable	Outstanding	Check	-76.19
02/12/2020		370044	FOOTJOY/TITLEIST	Accounts Payable	Outstanding	Check	-5,232.08
02/12/2020		370045	GADES SALES CO.	Accounts Payable	Outstanding	Check	-440.33
02/12/2020		370046	GAME TIME ATHLETICS	Accounts Payable	Outstanding	Check	-1,532.17
02/12/2020		370047	GEARY CO HEALTH DEPT	Accounts Payable	Outstanding	Check	-200.00
02/12/2020		370048	GEARY COUNTY PUBLIC WORKS	Accounts Payable	Outstanding	Check	-32,726.37
02/12/2020		370049	GEARY COUNTY RWD #4	Accounts Payable	Outstanding	Check	-40.06
02/12/2020		370050	GLENN'S PLUMBING	Accounts Payable	Outstanding	Check	-1,800.00
02/12/2020		370051	GREAT AMERICA FINANCIAL SERVICES	Accounts Payable	Outstanding	Check	-182.81
02/12/2020		370052	HFE PROCESS, INC.	Accounts Payable	Outstanding	Check	-867.65
02/12/2020		370053	IMMEDION LLC	Accounts Payable	Outstanding	Check	-335.00
02/12/2020		370054	INCOTE	Accounts Payable	Outstanding	Check	-1,314.06
02/12/2020		370055	INDEPENDENT SALT COMPANY	Accounts Payable	Outstanding	Check	-6,732.87
02/12/2020		370056	INNOVATIVE CONCESSIONS ENTERPRISES, LLC	Accounts Payable	Outstanding	Check	-387.84
02/12/2020		370057	JON DOE ENTERPRISES	Accounts Payable	Outstanding	Check	-1,385.00
02/12/2020		370058	KA-COMM	Accounts Payable	Outstanding	Check	-1,556.80
02/12/2020		370059	KANSAS GAS SERVICE	Accounts Payable	Outstanding	Check	-2,652.43
02/12/2020		370060	KANSAS GOLF AND TURF	Accounts Payable	Outstanding	Check	-20.78
02/12/2020		370061	KANSAS ONE-CALL SYSTEMS, INC.	Accounts Payable	Outstanding	Check	-138.00
02/12/2020		370062	LOGAN BUSINESS MACHINES	Accounts Payable	Outstanding	Check	-162.03
02/12/2020		370063	LORENA PULA	Accounts Payable	Outstanding	Check	-55.03
02/12/2020		370064	MAHASKA-SNACK	Accounts Payable	Outstanding	Check	-420.00
02/12/2020		370065	MASSCO	Accounts Payable	Outstanding	Check	-142.80
02/12/2020		370066	MID KANSAS COOPERATIVE ASSOCIATION	Accounts Payable	Outstanding	Check	-1,401.72
02/12/2020		370067	MIDWEST CONCRETE MATERIALS	Accounts Payable	Outstanding	Check	-497.20
02/12/2020		370068	MSC INDUSTRIAL SUPPLY CO	Accounts Payable	Outstanding	Check	-1,306.43
02/12/2020		370069	MUNICIPAL CODE CORPORATION	Accounts Payable	Outstanding	Check	-695.41
02/12/2020		370070	NETWORK COMPUTING SOLUTIONS, LLC	Accounts Payable	Outstanding	Check	-62.57
02/12/2020		370071	OMNI BILLING	Accounts Payable	Outstanding	Check	-5,155.60
02/12/2020		370072	PAYNE & JONES CHARTERED	Accounts Payable	Outstanding	Check	-3,600.00
02/12/2020		370073	PEPSI COLA BOTTLING COMPANY OF MARYSVILLE, INC.	Accounts Payable	Outstanding	Check	-54.10
02/12/2020		370074	PITNEY BOWES PURCHASE POWER	Accounts Payable	Outstanding	Check	-3,000.00

Bank Transaction Report

Issued Date Range: -

Issued Date	Cleared Date	Number	Description	Module	Status	Type	Amount
02/12/2020		370075	PROPANE CENTRAL	Accounts Payable	Outstanding	Check	-941.73
02/12/2020		370076	R & R PRODUCTS CO.	Accounts Payable	Outstanding	Check	-558.56
02/12/2020		370077	REEVES-WIEDEMAN CO.	Accounts Payable	Outstanding	Check	-42.75
02/12/2020		370078	RICHARD SPITERI	Accounts Payable	Outstanding	Check	-325.00
02/12/2020		370079	SALINA SUPPLY COMPANY	Accounts Payable	Outstanding	Check	-1,344.20
02/12/2020		370080	SEATON PUBLISHING CO. INC.	Accounts Payable	Outstanding	Check	-524.00
02/12/2020		370081	SECURITY SOLUTIONS INC	Accounts Payable	Outstanding	Check	-507.80
02/12/2020		370082	SERVICEMASTER	Accounts Payable	Outstanding	Check	-798.00
02/12/2020		370083	SHILLING ASPHALT INC	Accounts Payable	Outstanding	Check	-909.78
02/12/2020		370084	SITEONE LANDSCAPE SUPPLY HOLDING, LLC	Accounts Payable	Outstanding	Check	-1,982.08
02/12/2020		370085	STAPLES ADVANTAGE	Accounts Payable	Outstanding	Check	-149.03
02/12/2020		370086	SUNDOWN SALUTE INC	Accounts Payable	Outstanding	Check	-348.00
02/12/2020		370087	Synovia Solutions, LLC	Accounts Payable	Outstanding	Check	-5,962.20
02/12/2020		370088	TLC MOBILE SERVICES	Accounts Payable	Outstanding	Check	-100.00
02/12/2020		370089	TRUSTED TECH TEAM, INC.	Accounts Payable	Outstanding	Check	-2,585.25
02/12/2020		370090	UNDERGROUND VAULTS & STORAGE, INC.	Accounts Payable	Outstanding	Check	-35.00
02/12/2020		370091	VALOR FORD INC	Accounts Payable	Outstanding	Check	-79.98
02/12/2020		370092	VANDERBILTS	Accounts Payable	Outstanding	Check	-559.96
02/12/2020		370093	VICTOR L PHILLIPS CO	Accounts Payable	Outstanding	Check	-305.51
02/12/2020		370094	WICHITA STATE UNIVERSITY CONFERENCE CENTER	Accounts Payable	Outstanding	Check	-300.00
02/12/2020		370095	WINFIELD SOLUTIONS LLC	Accounts Payable	Outstanding	Check	-244.00
02/12/2020		370096	XEROX CORPORATION	Accounts Payable	Outstanding	Check	-149.63
02/12/2020		370097	BOUND TREE MEDICAL, LLC	Accounts Payable	Outstanding	Check	-246.29
02/12/2020		370098	FARO TECHNOLOGIES, INC.	Accounts Payable	Outstanding	Check	-2,008.00
Check Total: (101)							-851,309.96
EFT							
02/07/2020		10001061	DOROTHY BRAMLAGE LIBRARY	Accounts Payable	Outstanding	EFT	-430,021.69
02/07/2020		10001062	FREEDOM CLAIMS MGT.INC CLAIMS ACCOUNT	Accounts Payable	Outstanding	EFT	-3,881.41
02/07/2020		10001063	JOSHUA DOUGLASS	Accounts Payable	Outstanding	EFT	-2,500.00
02/07/2020		10001064	RAVEN AERO SERVICE,INC.	Accounts Payable	Outstanding	EFT	-850.00
02/07/2020		10001065	VEOLIA WATER NORTH AMERICA	Accounts Payable	Outstanding	EFT	-305,981.25
EFT Total: (5)							-743,234.35
Outstanding Total: (106)							-1,594,544.31
Accounts Payable Total: (106)							-1,594,544.31
Report Total: (106)							-1,594,544.31

Summary

Bank Account	Count	Amount
1074318 POOLED CASH MASTER	106	-1,594,544.31
Report Total:	106	-1,594,544.31

Cash Account	Count	Amount
999 999-1-00000-0101 POOLED CASH MASTER	106	-1,594,544.31
Report Total:	106	-1,594,544.31

Transaction Type	Count	Amount
Check	101	-851,309.96
EFT	5	-743,234.35
Report Total:	106	-1,594,544.31

Item Attachment Documents:

- b. Consideration of January 2020 ambulance contractual obligation adjustments for \$51,962.76 and bad debt adjustments for \$17,471.20.

City of Junction City

City Commission

Agenda Memo

February 5, 2020

From: Kelly Heindel, Administrative Secretary II
To: City Commission and City Manager
Subject: **January 2020 Ambulance Adjustments**

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

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

Budget Impact:

Contractual Obligation Adjustment	\$ 51,962.76
Bad Debt Adjustment	\$ 17,471.20

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

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

Recommendation: Staff recommends approval of adjustments as listed

Enclosures:

Item Attachment Documents:

- c. Consideration of City Commission Minutes for February 4, 2020 meeting.

CITY COMMISSION MINUTES

February 4, 2020

7:00 p.m.

CALL TO ORDER

The scheduled meeting of the Junction City Commission was held on Tuesday, February 4, 2020 with Mayor Jeff Underhill presiding.

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

PUBLIC COMMENT

Kim Bradney of 639 West 8th Street, Junction City, KS spoke in regard to Legalize Bully JC requesting a Pitbull ban repeal.

Natasha Santiago of 216 North Webster Street Apartment A11, Junction City, KS spoke in regard to a business wanting to start a second location in which they use Pitbull breed therapy dogs, but they cannot come to Junction City.

Shannie Timmons of 1108 North Adams Street, Junction City, KS spoke in regard to the Breed Specific Ban requesting it be lifted.

Heather Brito of 1108 North Adams Street, Junction City, KS spoke in regard to the Breed Specific Ban requesting it be lifted.

Carolyn Boyce of 1108 North Adams Street, Junction City, KS spoke in regard to the Breed Specific Ban requesting it be lifted.

Jayna Schweitzer of 404 West 11th Street, Junction City, KS spoke in regard to the Breed Specific Ban requesting it be lifted and replace with Breed Neutral Legislation.

Rick Roberts of 506 Hawthorne Drive, Junction City, KS spoke in regard to the Breed Specific Ban requesting it be lifted.

Linnea Alt of 623 North Washington Street, Junction City, KS spoke in regard to the Breed Specific Ban requesting it be lifted.

CONSENT AGENDA

February 4, 2020

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

- a. Consideration of Appropriation Ordinance A-3 dated Jan 16th 2020-Jan 29th 2020 in the amount of \$1,084,336.89 and pre-approval for items listed below in the amount \$1,186,502.28.

Joshua Douglass \$2,500.00, Dorothy Bramlage Library \$430,021.69, Veolia Water \$305,981.25, Raven Aero \$850.00 and KDHE \$447,149.34.

- b. Consideration of Payroll No. 1, No. 2 & No. 3 for the month of January.
- c. Consideration of City Commission Minutes for January 21, 2020 meeting.

NEW BUSINESS

Ordinance No. S-3214, Text Amendment to Zoning Regulations; Allowing additional permitted obstructions in required yards was presented. Planning and Zoning Director Livingston gave details and answered questions. Commissioner Butler moved to approve Ordinance No. S-3214, Text Amendment to Zoning Regulations; Allowing additional permitted obstructions in required yards, seconded by Commissioner Larson. Ayes: Underhill, Brown, Butler and Larson. Nays: None. Motion carried.

The Award of Bid to Dick Edwards Auto of Junction City in the amount of \$22,995 for the purchase of a One ½ Ton Pickup Truck was presented. Parks and Recreation Director Lazear gave details and answered questions. Commissioner Larson moved to approve the Award of Bid to Dick Edwards Auto of Junction City in the amount of \$22,995 for the purchase of a One ½ Ton Pickup Truck, seconded by Commissioner Brown. Ayes: Underhill, Brown, Butler and Larson. Nays: None. Motion carried.

Change Order No. 2 in the amount of \$2,380 to Bayer Construction Company, Inc. for the 2019 Street Maintenance Project was presented. Public Works Director Ibarra gave details and answered questions. Commissioner Brown moved to approve Change Order No. 2 in the amount of \$2,380 to Bayer Construction Company, Inc. for the 2019 Street Maintenance Project, seconded by Commissioner Butler. Ayes: Underhill, Brown, Butler and Larson. Nays: None. Motion carried.

The Award of Bid to T& M Concrete Construction Company of Junction City in the amount of \$688,816.14 for the Ash Street & Spring Valley Road Intersection was presented. Public Works Director Ibarra and City Manager Dinkel gave details and answered questions. Commissioner Butler moved to approve the February 4, 2020

Award of Bid to T& M Concrete Construction Company of Junction City in the amount of \$688,816.14 for the Ash Street & Spring Valley Road Intersection contingent on approval from Kansas Department of Commerce, seconded by Commissioner Larson. Ayes: Underhill, Brown, Butler and Larson. Nays: None. Motion carried.

The request to lease purchase replacement Zoll defibrillators and new ventilators for the Junction City Fire Department in the amount of \$200,222.05 over a 5-year period was presented. Fire Chief Johnson and City Manager Dinkel gave details and answered questions. Commissioner Brown moved to approve the request to lease purchase replacement Zoll defibrillators and new ventilators for the Junction City Fire Department in the amount of \$200,222.05 over a 5-year period, seconded by Commissioner Larson. Ayes: Underhill, Brown, Butler and Larson. Nays: None. Motion carried.

MAYOR, COMMISSIONER & STAFF COMMENTS

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

ADJOURNMENT

Commissioner Brown moved, seconded by Commissioner Butler to adjourn at 7:56 p.m. Ayes: Underhill, Brown, Butler and Larson. Nays: None. Motion carried.

APPROVED AND ACCEPTED THIS 18TH DAY OF FEBRUARY AS THE OFFICIAL COPY OF THE JUNCTION CITY COMMISSION MINUTES FOR FEBRUARY 4TH, 2020.

Tammy Melton, City Clerk

Jeff Underhill, Mayor

February 4, 2020

Item Attachment Documents:

- d. Consideration of the request from the Run for the Wall Committee for the event to be held on May 17, 2020.

City of Junction City

City Commission

Agenda Memo

02-08-2020

From: Allen J. Dinkel, City Manager
To: Governing Body
Subject: Run for the Wall Request

Objective: Consider Approving requests from the Run for the Wall Committee for the event that will be held on May 17, 2020.

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

Budget Impact: City costs are limited. In the past four 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. Therefore I highly recommend approval.

Attachments: Letter from Run for the Wall Committee

February 6, 2020

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

RE: RUN FOR THE WALL CITY REQUESTS

This event will occur as it has in the last fourteen years, with additional roadblocks as noted below. No additional events have been planned for the park at this time other than the massing of motorcycles and ceremony. The Committee will set all barricades and cones.

Date/Location: May 17, 2020 /Heritage Park & Sertoma Park

- Use of Sertoma Park for camping.
 1. Request that restroom facilities be open.
 2. Trash receptacles placed in park.
- Use of Heritage Park
 1. Restroom facilities open and additional trash receptacles placed in park near ceremony site – Kansas Vietnam Veterans Memorial.
 2. Request electricity be on in Heritage Park for sound system use during ceremony.
 3. Ceremony held in front of the Kansas Vietnam Veterans Memorial.
 4. Placement of bleachers (4 sets owned by the CVB) will be placed by GC Public Works on Friday, May 15, and removed on Monday, May 18.
- Blockage of Streets
 1. 5th Street – 1st 100 block West from Washington Street to Jefferson Street, 3:00 pm – 8:00 pm.
 2. Washington Street from 5th Street to 6th street, 3:00 PM to 6:00 PM.
 3. Jefferson Street from 5th to 6th street, 3:00 PM -8:00 PM.
 4. 10th Street between Franklin & Monroe at 5:00 PM to 8:00 PM (May 17).
 5. 10th Street between Franklin & Monroe at 5:00 AM to 8:30 AM (May 18).
- Placement of 25 barricades (Committee will set barricades in place at the appropriate time, and remove barricades following departure of riders).
 1. 5 sets placed at the corner of 5th & Jefferson.
 2. 4 sets placed at the corner of 6th & Jefferson.
 3. 8 sets placed at the corner or 5th & Washington.
 4. 4 sets placed at the corner of 6th & Washington to block southbound traffic.
 5. 4 sets placed at the corner of 10th & Monroe.
 6. 2 sets placed at the corner of 9th & Monroe.
 7. 2 sets placed at the corner of 10th & Franklin.
- Use of 60 traffic cones for blocking parking lanes. Committee will set cones in parking spaces at approximately 3:00 pm, and remove cones following departure of riders.
 1. Parking lanes on the east side of the 500 block of N. Washington.
 2. Parking lanes on west side of 500 block of N. Washington.
- Waiver of Noise Ordinance
- Traffic Control – JCPD and Geary County Sheriff's Department are coordinating escort of group into town, as in years past. The RFTW also assists with road guards at intersections.
- First Presbyterian Church has been notified of the date and times of arrival and street closure request.

May 18- Departure will be from the Eagle Lodge parking lot at 7:00 AM.

Please let me know if our chairman David Eckel needs to go before the City Commissioners for their blessing of the event.

Thank you for the City's support of this national event.

Michele Stimatze – Run for The Wall Committee

Item Attachment Documents:

- e. Consideration of the request for a Limited Cereal Malt Beverage license for Dollar General Store #2579 located at 211 South Franklin Street.

City of Junction City

City Commission

Agenda Memo

February 18, 2020

From: Terry Johnson, Codes Administrator
To: Allen Dinkel, City Manager and City Commissioners
Subject: **2020 Cereal Malt Beverage License – General Dollar Store #2579**

Objective: The consideration and approval of a Limited Cereal Malt Beverage license for Dollar General Store #2579 located at 211 S Franklin St.

Explanation of Issue: City staff has received application for a new Cereal Malt Beverage license for Dollar General Store #2579 located at 211 S Franklin St. In order to obtain a CMB license the business must have Planning & Zoning approval, pass an inspection by the Fire Marshal, have an approved officer pass a background check, obtain City Commission approval and pay all fees. Once in compliance, a report is sent to the State. The license will expire on December 31st and will need to be re-applied for and renewed annually.

Budget Impact: There are two different types of Cereal Malt Beverage licenses, General and Limited. A General Cereal Malt Beverage license, which is to sell and consume on premises, is \$200.00. A Limited Cereal Malt Beverage license, which is to sell and consume off premises, is \$50.00. Each business is charged a \$25.00 investigation fee. Each license will be issued a stamp that is purchased from the State, the cost of the stamp is \$25 and is reimbursed by each license holder.

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

1. Approve a Limited Cereal Malt Beverage license for Dollar General Store #2579 located at 211 S Franklin St.
2. Disapprove a Limited Cereal Malt Beverage license for Dollar General Store #2579 located at 211 S Franklin St.
3. Modify the proposal...
4. Table the request.

Recommendation: City Staff recommends to approve a Limited Cereal Malt Beverage license for Dollar General Store #2579 located at 211 S Franklin St.

Item Attachment Documents:

- f. Consideration to authorize the Mayor to sign the 2017 and 2018 Justice Assistance Grant Certifications and Assurances.

City of Junction City

City Commission

Agenda Memo

February 18, 2020

From: John Lamb, Chief of Police
To: Allen Dinkel, City Manager
Subject: 2017 and 2018 Edward Byrne Memorial Justice Assistance Grant (JAG) CEO Certification

Objective: The Police Department seeks signature on the Chief Executive Officer Certifications for the 2017 and 2018 Edward Byrne Memorial Justice Assistance Grants (JAG).

Explanation of Issue: The Police Department and Geary County Sheriff's Office have been awarded \$16,020 in funding through the 2017 Edward Byrne Memorial Justice Assistance Grant. The Police Department and Geary County Sheriff's Office have been awarded \$15,376. A Special Condition has been placed on both awards pending signature from the City of Junction City's Chief Executive Officer on the Certifications and Assurances by the Chief Executive of the Applicant Government form.

The grant application was submitted with the City Manager's signature on the form. The Department of Justice is requesting signature by the mayor.

Budget Impact: The grant requires no matching funds.

Special Considerations: There are no special considerations.

Recommendation:

**U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS**

State or Local Government: FY 2017 Certification of Compliance with 8 U.S.C. § 1373

On behalf of the applicant government entity named below, and in support of its application, I certify under penalty of perjury to the Office of Justice Programs ("OJP"), U.S. Department of Justice ("USDOJ"), that all of the following are true and correct:

- (1) I am the chief legal officer of the State or local government of which the applicant entity named below is a part ("the jurisdiction"), and I have the authority to make this certification on behalf of the jurisdiction and the applicant entity (that is, the entity applying directly to OJP). I understand that OJP will rely upon this certification as a material representation in any decision to make an award to the applicant entity.
- (2) I have carefully reviewed 8 U.S.C. § 1373(a) and (b), including the prohibitions on certain actions by State and local government entities, -agencies, and -officials regarding information on citizenship and immigration status. I also have reviewed the provisions set out at (or referenced in) 8 U.S.C. § 1551 note ("Abolition ... and Transfer of Functions"), pursuant to which references to the "Immigration and Naturalization Service" in 8 U.S.C. § 1373 are to be read, as a legal matter, as references to particular components of the U.S. Department of Homeland Security.
- (3) I (and also the applicant entity) understand that the U.S. Department of Justice will require States and local governments (and agencies or other entities thereof) to comply with 8 U.S.C. § 1373, with respect to any "program or activity" funded in whole or in part with the federal financial assistance provided through the FY 2017 OJP program under which this certification is being submitted ("the FY 2017 OJP Program" identified below), specifically including any such "program or activity" of a governmental entity or -agency that is a subrecipient (at any tier) of funds under the FY 2017 OJP Program.
- (4) I (and also the applicant entity) understand that, for purposes of this certification, "program or activity" means what it means under title VI of the Civil Rights Act of 1964 (*see* 42 U.S.C. § 2000d-4a), and that terms used in this certification that are defined in 8 U.S.C. § 1101 mean what they mean under that section 1101, except that the term "State" also shall include American Samoa (*cf.* 42 U.S.C. § 901(a)(2)). Also, I understand that, for purposes of this certification, neither a "public" institution of higher education (*i.e.*, one that is owned, controlled, or directly funded by a State or local government) nor an Indian tribe is considered a State or local government entity or -agency.
- (5) I have conducted (or caused to be conducted for me) a diligent inquiry and review concerning both—
 - (a) the "program or activity" to be funded (in whole or in part) with the federal financial assistance sought by the applicant entity under this FY 2017 OJP Program; and
 - (b) any prohibitions or restrictions potentially applicable to the "program or activity" sought to be funded under the FY 2017 OJP Program that deal with sending to, requesting or receiving from, maintaining, or exchanging information of the types described in 8 U.S.C. § 1373(a) or (b), whether imposed by a State or local government entity, -agency, or -official.
- (6) As of the date of this certification, neither the jurisdiction nor any entity, agency, or official of the jurisdiction has in effect, purports to have in effect, or is subject to or bound by, any prohibition or any restriction that would apply to the "program or activity" to be funded in whole or in part under the FY 2017 OJP Program (which, for the specific purpose of this paragraph 6, shall not be understood to include any such "program or activity" of any subrecipient at any tier), and that deals with either— (1) a government entity or -official sending or receiving information regarding citizenship or immigration status as described in 8 U.S.C. § 1373(a); or (2) a government entity or -agency sending to, requesting or receiving from, maintaining, or exchanging information of the types (and with respect to the entities) described in 8 U.S.C. § 1373(b).

I acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 42 U.S.C. § 3795a), and also may subject me and the applicant entity to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and §§ 3801-3812). I also acknowledge that OJP awards, including certifications provided in connection with such awards, are subject to review by USDOJ, including by OJP and by the USDOJ Office of the Inspector General.

Signature of Chief Legal Officer of the Jurisdiction

Printed Name of Chief Legal Officer

Date of Certification

Title of Chief Legal Officer of the Jurisdiction

Name of Applicant Government Entity (*i.e.*, the applicant to the FY 2017 OJP Program identified below)

2017 OJP Program: Byrne Justice Assistance Grant ("JAG") Program

**U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS**

Edward Byrne Justice Assistance Grant Program FY 2018 Local Solicitation

Certifications and Assurances by the Chief Executive of the Applicant Government

On behalf of the applicant unit of local government named below, in support of that locality's application for an award under the FY 2018 Edward Byrne Justice Assistance Grant ("JAG") Program, and further to 34 U.S.C. § 10153(a), I certify under penalty of perjury to the Office of Justice Programs ("OJP"), U.S. Department of Justice ("USDOD"), that all of the following are true and correct:

1. I am the chief executive of the applicant unit of local government named below, and I have the authority to make the following representations on my own behalf and on behalf of the applicant unit of local government. I understand that these representations will be relied upon as material in any OJP decision to make an award, under the application described above, to the applicant unit of local government.
2. I certify that no federal funds made available by the award (if any) that OJP makes based on the application described above will be used to supplant local funds, but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for law enforcement activities.
3. I assure that the application described above (and any amendment to that application) was submitted for review to the governing body of the unit of local government (e.g., city council or county commission), or to an organization designated by that governing body, not less than 30 days before the date of this certification.
4. I assure that, before the date of this certification— (a) the application described above (and any amendment to that application) was made public; and (b) an opportunity to comment on that application (or amendment) was provided to citizens and to neighborhood or community-based organizations, to the extent applicable law or established procedure made such an opportunity available.
5. I assure that, for each fiscal year of the award (if any) that OJP makes based on the application described above, the applicant unit of local government will maintain and report such data, records, and information (programmatic and financial), as OJP may reasonably require.
6. I certify that— (a) the programs to be funded by the award (if any) that OJP makes based on the application described above meet all the requirements of the JAG Program statute (34 U.S.C. §§ 10151-10158); (b) all the information contained in that application is correct; (c) in connection with that application, there has been appropriate coordination with affected agencies; and (d) in connection with that award (if any), the applicant unit of local government will comply with all provisions of the JAG Program statute and all other applicable federal laws.
7. I have examined certification entitled "State or Local Government: FY 2018 Certification of Compliance with 8 U.S.C. §§ 1373 & 1644" executed by the chief legal officer of the applicant government with respect to the FY 2018 JAG program and submitted in support of the application described above, and I hereby adopt that certification as my own on behalf of that government. (This provision is not applicable to Indian tribal government applicants.)
8. I have examined certification entitled "State or Local Government: FY 2018 Certification Relating to 8 U.S.C. §§ 1226(a) & (c), 1231(a)(4), 1357(a), & 1366(1) & (3)" executed by the chief legal officer of the applicant government with respect to the FY 2018 JAG program and submitted in support of the application described above, and I hereby adopt that certification as my own on behalf of that government. (This provision is not applicable to Indian tribal government applicants.)

I acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant unit of local government to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and §§ 3801-3812). I also acknowledge that OJP awards, including certifications provided in connection with such awards, are subject to review by USDOD, including by OJP and by the USDOD Office of the Inspector General.

Signature of Chief Executive of the Applicant Unit of
Local Government

Date of Certification

Printed Name of Chief Executive

Title of Chief Executive

Name of Applicant Unit of Local Government

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BJA-2018-13626

Item Attachment Documents:

- a. Consideration to Appoint to the Junction City Food Policy Council, Joe Handlos, Jill Nelson, Marissa Jones- Flaget, Ann Katt and Vickie Bobbitt each to a two-year term expiring on March 1, 2022. Debbie Savage, Margaret Kilpatrick, Damien Paul St. Julien, Charles Martinez, and Susan Jagerson, ex-officio member, each to a year term expiring on March 1, 2021.

City of Junction City

City Commission

Agenda Memo

02-12-2020

From: [Allen J. Dinkel, City Manager](#)
To: Governing Body
Subject: Appointments of Members to the Junction City Food Policy Council

Objective: Appoint members to the Food Policy Council.

Explanation of Issue: In 2016 the City Commission established the Junction City Food Policy for the purpose of promoting local food policy to promote access to and consumption of Healthy Food Options. The Food Policy will also seek grant funding to fund their activities. The group somewhat disbanded but through the efforts of Live Well Geary County there is an effort to restart the group. They have identified a number of people who wish to serve on the Council. In accordance to the resolution which established the Food Policy Council the members will be on staggered terms.

Below is a list of the appointments to be considered:

Two Year Terms Expiring on March 1, 2022

Joe Handlos – LWGC/USD 475

Jill Nelson – Delivering Change

Marissa Jone-Flaget – County Planning/Zoning

Ann Katt – KSRE SNAP/Ed

Vickie Bobbitt – I.C.A.R.E.

One Year Terms Expiring on March 1, 2021

Debbie Savage – Breaking Bread

Food Pantry – Margaret Kilpatrick

Damien Paul St. Julien – Resident

Charles Martinez – Geary County Health Dept.

Susan Jagerson – LWGC (administration, ex-officio)

Budget Impact: None

Staff Recommendation: Make the appropriate appointments to the Food Policy Council as work done in the past has been beneficial and with the renewed interest it is important to promote access and consumption of Healthy Food Options.

Recommended Motion: I move to appoint Joe Handlos,, Jill Nelson, Marissa Jones- Flaget, Ann Katt , and Vickie Bobbitt each to a two year term expiring on March 1, 2022 and Debbie Savage, Margaret Kilpatrick, Damien Paul St. Julien, Charles Martinez, and Susan Jagerson, ex-officio member, each to a year term expiring on March 1, 2021 to the Junction City Food Policy Council.

Enclosures: Resolution that established the Food Policy Council

RESOLUTION NO. R-2808

A Resolution Creating a Food Policy Council for the Purpose of Promoting Local Food Policy to Promote Access to and Consumption of Healthy Food Options in the City of Junction City and Surrounding Geary County.

WHEREAS, the City of Junction City actively seeks to improve access to locally grown healthy food options in collaboration with the Live Well Geary County group, and

WHEREAS, the City of Junction City believes that a well-conceived community food policy can dramatically reduce instances of chronic disease and obesity which place undue stress on other community resources, and

WHEREAS, the City of Junction City and outlying areas of Geary County constitute a food desert with limited access to fresh, healthy foods within a reasonable distance, and

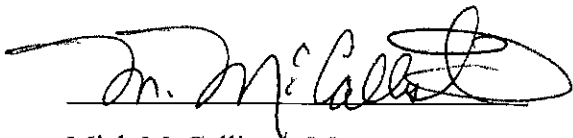
WHEREAS, the City of Junction City Commission has made the recruitment of grocery or local food provider a top priority for economic development,

THEREFORE, BE IT RESOLVED, the City Commission of Junction City, Kansas hereby establishes a Food Policy Council. The Food Policy Council shall become effective after passage by the majority of the City Commission and shall continue annually unless terminated by the City Commission.

Members of the Council shall be appointed by the City Commission as necessary. The body of the Food Policy Council shall not exceed 15 members, with member serving staggered two year terms.

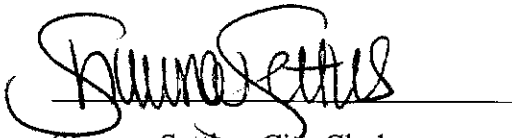
The Food Policy Council shall serve as an advisory board and has no authority to take official action on behalf of the City Commission. The Food Policy Council may actively seek grant funding for its activities.

PASSED AND APPROVED by the Governing Body of the City of Junction City this 3rd day of May, 2016

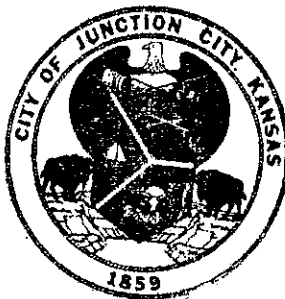


Mick McCallister, Mayor

ATTEST



Shawna Settles, City Clerk



Item Attachment Documents:

- a. Consideration of the request Authorizing the Mayor to sign the Letter of Commitment to Partner with Live Well Geary County on the Phase 2 Blue Cross Blue Shield of Kansas Pathways to a Healthy Kansas Grant.

City of Junction City

City Commission

Agenda Memo

02-13-2020

From: [Allen J. Dinkel, City Manager](#)
To: Governing Body
Subject: **Authorize Letter of Commitment to partner with Live Well Geary County on the Phase 2 BCBSKS Pathways to a Healthy Kansas grant**

Objective: Authorize Letter of Commitment.

Explanation of Issue: In 2017, Live Well Geary County received a Pathways to a Healthy Kansas Grant from Blue Cross/Blue Shield of Kansas. They now wish to apply for a Phase 2 Pathways to a Healthy Kansas grant. This letter would show the City's support as we did with the first grant.

Budget Impact: *None*

Staff Recommendation: Authorize the Mayor to sign as this is has been a great program that has brought benefits and funding to the City.

Recommended Motion: I move the Mayor be authorized to sign the Letter of Commitment to Partner with Live Well Geary County on the Phase 2 Blue Cross Blue Shield of Kansas Pathways to a Healthy Kansas grant.

Enclosures: Letter of Commitment



700 N. Jefferson
Junction City, KS 66441
(785) 238-3103

February 18, 2020

Re: Letter of Commitment to partner with Live Well Geary County on the Phase 2 BCBSKS *Pathways to a Healthy Kansas* grant

Dear Mr. Handlos:

I am writing to express the City of Junction City's support for the LWGC Phase 2 BCBSKS *Pathways to a Healthy Kansas* grant application to promote healthy behaviors and improve the quality of life in our community through physical activity, healthy eating, and tobacco prevention.

The City of Junction City is the County Seat of Geary County and approximately two-thirds of the county population of the County live in the City. The City understands the need to promote healthy living in the community as it is an important quality of life issue.

The City of Junction City has been extremely supportive of the mission of Live Well Geary County and will continue that support. This includes working with the group on many projects and providing need assistance for their programs they implement.

We will work collaboratively with LWGC to ensure our goals are aligned with the goals of the grant proposal, including efforts to track and report on outcomes. We believe our support and commitment will significantly improve the health and quality of life of our community.

The City Commission of the Junction City unanimously supports your efforts.

We wish you luck with your application.

Sincerely,

Jeff Underhill
Mayor

Item Attachment Documents:

- b. Consideration of the service authorization with HDR Engineering for Wastewater Treatment Plants Phase 2 Design and Kansas Water Pollution Control Revolving Loan Assistance in the amount of \$2,568.435.

City of Junction City

City Commission

Agenda Memo

02-13-2020

From: Allen J. Dinkel, City Manager
To: Governing Body
Subject: **Service Authorization with HDR Engineering for Waste Water Treatment Plants Phase 2 Design and Kansas Water Pollution Control Revolving Loan Assistance**

Objective: Consider Authorization Agreement.

Explanation of Issue: In 2013 the City received a Preliminary Engineering Report from HDR Engineering that identified a number of Phase 1, 2, and 3 improvements that were needed at the East and Southwest Waste Water Treatment Plants. In addition HDR preformed an interim study to evaluate the Total Maximum Daily Load (TMDL) for both plants.

Phase 1 is being is nearly completed. In August of 2018 the City Commission approved a contract with HDR Engineering for preliminary engineering for Phase 2 and 3. It has been determined that these two phases can be combined into one phase.

The City will apply for financing through the Kansas Department of Health and Environment (KDHE) Water Pollution Control Revolving Fund. These are low interest funds and this type of financing was used for Phase 1. Even though the Revolving Fund is probably the best financing method, there are added requirements that have to be included in the project.

It is estimated the total cost of the project will be about \$33.5 million for both engineering and construction. The cost of construction will be approximately \$27.1 million.

The cost of the preliminary engineering has been paid for out of the City's Waste Water Funds. It will take about 17 months to complete the design and bidding of the project. A separate engineering contract will have to be considered at that time with HDR Engineering for construction, some call it inspection, engineering. We don't have a contract proposal at this time, but the cost will be substantial as much inspection will be required.

This proposal has an estimated cost of \$2,568,435. As you can see this is large project with many details. It is anticipated that these improvements will take care of the needs of the plants for the next 20 to 25 years.

In 2014 the City put a financial plan in place to fund these projects. Rate increases have been made to increase the cash balance in the fund as well as provide funding for debt service. In December of last year the normal 6 percent rate increase was decreased to 3 percent. We will continue to finance this in future years.

There is often complaints about sewer rates in Junction City. I understand they increase and maybe higher than some cities, but I don't know a City in Kansas of under 50,000 population that has two sewer plants. (I am not sure if any of the larger cities have more than one plant). Having two plants increases the cost of operation and maintenance to a higher level than if there was just one plant. The City also had a very low cash balance in what was then a combined water and waste water fund in 2014. Since then we have separated the two funds because they are different and rate structures for each fund should be credited for those projects for more accurate accounting.

Don Lindeman will be present at the meeting to discuss this proposal and give an overview of the projects.

Budget Impact: Funding has already been put in place with the rate structure the City adopted.

Staff Recommendation: I recommend moving ahead with this work and approval as this project is needed to keep the plants operational and meet all requirements.

Recommended Motion: I move to approve service authorization with HDR Engineering for Waste Water Treatment Plants Phase

2 Design and Kansas Water Pollution Control Revolving Loan Assistance in an amount not to exceed \$2,568,435.

Attachments: Agreement.

EXHIBIT B
SERVICE AUTHORIZATION

DATE: _____

CONSULTANT: HDR ENGINEERING INC.

SERVICE AUTHORIZATION NO. XX

CITY PROJECT: Wastewater Treatment Plants Phase 2 Design and Kansas Water Pollution Control Revolving Fund Assistance

I. BACKGROUND and PROJECT DESCRIPTION:

The 2013 Preliminary Engineering Report identified a number of Phase 1, 2 and 3 improvements that were needed at the City's East and Southwest Waste Water Treatment Plants (WWTP). In addition to the Preliminary Engineering Report, Consultant performed an interim study in 2019 to evaluate the Total Maximum Daily Load (TMDL) for both plants. The Phase 1 construction improvements are nearing final completion. The City would like to take advantage of low interest financing through KDHE's Water Pollution Control Revolving Fund as well as available City funds and begin design of Phase 2 improvements. The City requested Consultant to perform a condition assessment and identify improvements required at both plants. The proposed scope of the improvements are outlined in Exhibit B-1

II. Project Manager: Don Lindeman

SCOPE OF SERVICES TO BE PERFORMED BY THE CONSULTANT

Task 1. Preliminary Activities

1.1. The following preliminary activities will be evaluated prior to kickoff meeting:

- Identifying additional laboratory analysis required for detailed evaluation.
- Establishing life cycle cost for East WWTP Biosolids Handling Alternatives.
- Submitting the Preliminary Engineering report to KDHE for review and comments.

1.2. A kickoff meeting will be held with City and Veolia. The meeting will address the following items:

- Lines of communication.
- Proposed improvements that are part of phase 2 improvements for both WWTP's.
- Meeting minutes.

1.3. KDHE Review

- Submit 2013 Preliminary Engineering Report and 2019 Wastewater Treatment Plants Engineering Report to KDHE for review, and update based on KDHE comments.

Task 2. Design Basis (30%)

Consultant will develop design criteria for architectural, mechanical, structural, process, site civil, instrumentation/SCADA/control, and electrical aspects of the project. Refer to Exhibit 1 - Proposed Drawing List. The following Tasks are proposed for the 30% design activities.

2.1. Site Visit

- A multi-discipline design team will visit both plant sites to review the existing conditions and meet with the City and Veolia staff to discuss design issues and approaches to maintaining necessary operations during construction.

2.2. Topographic/Utility Survey and Geotechnical Investigation

- A subconsultant will provide a topographic/utility survey and geotechnical investigation for the areas of the WWTPs where improvements are needed. The survey and geotechnical information will be utilized during design.

2.3. Building 3-Dimensional Survey and Scans

- The following buildings will be scanned to provide a 3-Dimensional point cloud for use in developing the Building Information Model (BIM). The following drawings will be produced using BIM.
 - East WWTP
 - Grit Building (main level and basement)
 - Administration Building
 - Filter Building (Press Building) – Upper Level
 - Transfer Pump Station
 - UV Disinfection Building
 - Southwest WWTP
 - Administration Building
 - Process Building (Screen Room)
 - Chemical Storage Building

2.4. Basis of Design documents

- Based on the site visit, background information, geotechnical analysis and topographic survey, Consultant will develop design criteria for

architectural/structural standards, treatment processes, site civil, mechanical (piping), instrumentation/SCADA/control, and electrical. This information will be included in Basis of Design Report (BODR).

- Consultant will develop a BODR that identifies proposed requirements for the both the East and Southwest WWTP's. It will include anticipated front-end technical specification sections, major plan drawings, P&ID's, and site layouts for both WWTP's.
- The BODR will be subjected to quality control review prior to submission for City and Veolia review.
- Consultant will submit two (2) hard copies each to the City and Veolia of the BODR and associated drawings.

2.5. Opinion of Probable Construction Cost

- Consultant will prepare an Opinion of Probable Construction Cost for the proposed improvements based on the BODR.

2.6. Review Meeting

- Consultant will meet with the City and Veolia to review and confirm the basis of design and construction sequencing. A recommendation will be provided for the preferred secondary biological treatment and biosolids handling options at both WWTPs.

2.7. KDHE Review

- Review comments will be incorporated into the BODR and the Final BODR will be submitted to KDHE for review and approval.

Task 3. 60% Design

3.1. 60% design documents

- The 60% documents will include drawings, major equipment specification sections, sequence of construction, and a list of additional specifications for final design. The specifications will be in conformance with KDHE requirements for the loan.
- Consultant will submit two (2) hard copies each to the City and Veolia of the 60% design documents.

3.2. Opinion of Probable Construction Cost

- Consultant will prepare an Opinion of Probable Construction Cost for the proposed improvements based on the 60% design documents.

3.3. Review Meeting

- Consultant will meet with the City and Veolia to review the 60% design documents. Comments will be incorporated into the 90% design.

Task 4. 90% Design

4.1. WWTP's Phase 2 Improvements 90% design documents:

- Consultant will submit two (2) hard copies each to the City and Veolia of the 90% design documents for review. The 90% specifications will include the front end and technical specification sections. The front end requirements are based on the use of Engineers EJCDC front end documents and and conformance with KDHE requirements for the loan.

4.2. Opinion of Probable Construction Cost

- Consultant will prepare an Opinion of Probable Construction Cost for the proposed improvements based on the 90% design documents.

4.3. Review meeting

- Consultant will meet with the City and Veolia to review the 90% design documents. Comments will be incorporated into the final plans and specifications.

Task 5. Final Bid Documents

5.1. Final Bid Plans and Specifications

- Consultant will prepare Final Bid Plans and Specifications based on the 90% review.

5.2. KDHE Submittal

- A set of contract documents will be submitted to KDHE for regulatory review, issuance of a construction permit, and land disturbance permit. Comments received from KDHE will be addressed and incorporated into the Contract Documents as necessary. Assumes one (1) review meeting with KDHE to address review comments.

5.3. KDHE review meeting

- After KDHE's approval, Consultant will provide updated bid documents to the City and Veolia.

Task 6. Bidding Services

6.1. Advertise bids

- After receiving approvals from KDHE, Consultant will work with the City to advertise the bid.

6.2. Pre-bid meeting

- Consultant will attend a pre-bid meeting and prepare meeting minutes.

6.3. Bidders questions and Addendum

- Consultant will answer bidder's questions and issue addenda.

6.4. Attend bid opening

- Consultant will attend the bid opening, review bids, and prepare of letter or recommendation for award to the City.

6.5. KDHE submittal

- Submit required documents to the KDHE for approval.

Task 7. Kansas Water Pollution Control Revolving Fund (KWPCRF)

7.1. The consultant will perform the following activities related to obtaining project funding from the KWPCRF.

- Fill out the KWPCRF Loan Application with the assistance from the City staff.

7.2. Fiscal Sustainability Plan

- Consultant will update the previous sustainability plan and submit it to KDHE as part of the loan application.

7.3. Draft Plan of Operation

- Consultant will develop a draft plan of operation and submit it to KDHE as part of the loan application.

7.4. Public Hearing

- Participate in a Public Hearing to be held at the City Commission meeting to describe the project scope, loan process, and answer questions.

7.5. Environmental Review

- Perform the Environmental Review process to obtain intergovernmental clearances and incorporate comments. This includes contacting the

agencies in writing and a request to KDHE for exclusion from further environmental review requirements.

City responsibilities:

- Provide requested information for completion of the loan application.
- Assist with Public hearing for loan.
- Provide timely review and comments regarding Project deliverables.
- Actively participate in meetings and discussion with Consultant.
- Provide meeting room/facilities for review meeting.

Task 8. Project Management

8.1. Project Initiation

- The Consultant will provide the management functions required for the project including a project work plan and a quality assurance/quality control plan.

8.2. Project Management

- Conduct project management and administration activities for the anticipated schedule of the project including project initiation, project billing and written status updates (if requested), team management, as well as schedule and budget management.

8.3. Project Approach and Resource Review (PARR)

- Consultant will perform an internal PARR review at the beginning of the project to confirm the project has required resources to deliver the project efficiently.

8.4. Project Closeout.

- The Consultant will provide the City with pertinent electronic files and close out the project internally.

Task 9. KDHE Engineering Contract Provisions

Refer to Exhibit 2 incorporated as part of this Task Order for the KWPCRF Contract Provisions for Consultant Contracts.

Exhibit B-1

East WWTP Improvements

This section summarizes the recommended improvements at the East WWTP.

Influent Pump Station

- Replace VFD's
- Add miscellaneous electrical components (power) equipment and pad
- Add a sensor and control panel for ventilation
- Clean and seal exterior brick
- Replace heating and ventilation
- Repaint interior miscellaneous metal (power)
- Recoat piping
- Recoat floor
- Repair curb on intermediate level
- Replace guardrail on the intermediate level
- Repair wall leak
- Replace non-potable water piping
- Replace sump pump
- Remove compressor
- Remove old electrical box and old heaters
- Repaint and seal walls
- Remove outside guardrail and install bollards
- Add miscellaneous electrical components

Grit Building

- Improve lighting
- Add Miscellaneous Electrical components (power)
- Add sensors and control panel for ventilation
- Replace Roof
- Install new floor with topping and floor drains
- Demolish interior divider wall
- Demolish existing door and replace with masonry
- Sawcut and remove masonry wall
- Add new 10'x10' rolling door
- Add new sump pump on the lower level
- Add new floor hatch and aluminum ladder
- Repair miscellaneous wall openings
- Repaint interior walls and ceiling
- Replace the grit classifier screw
- Relocate existing classifier
- Add insulation for grit pipe
- Install new grit vortex system
- Add new 18" DIP grit influent/effluent pipe
- Add new 4" PVC grit slurry pipe
- Install new concrete pad
- Repair erosion at grit vortex

Blower Building

- Replace MCC
- Add miscellaneous electrical components (power)
- Improve lighting
- Install new HVAC
- Install new roof
- Replace doors
- Replace windows and louvers
- Add 12" steel blower piping
- Replace blowers with PD blowers

Primary Clarifiers Sludge Building

- Add miscellaneous electrical components (power)
- Improve lighting

Primary Clarifiers

- Add new guardrail to the existing bridge
- Repair cracks and rehabilitate surface
- Replace access stairs
- Install new center access platform at PC2

Anoxic Basin

- Replace stop gates
- Replace Anoxic Basin Mixer

Secondary Splitter

- Demolish the existing splitter structure and install a new splitter structure

Aeration Basin

- Install new stair and platform at effluent gates
- Install new baffles in the existing aeration basin
- Install new blowers for post aerobic basin
- Add new blower pad
- Install diffusers for post aerobic basin
- Replace existing aeration diffusers
- Add new aeration basin mixer
- Add new post aerobic basin mixer
- Add DO probes, ORP, and nitrate sensors
- Install a mixed liquor recycle pump (MLR)
- Install 24" DIP for MLR
- Add 24" DIP for aeration basin effluent
- Install gate valves for MLR piping
- Install gate valves for post aerobic piping
- Replace aeration basins effluent gates
- Cast auger pile for a new basin
- Modify I&C

Secondary Clarifier

- Demolish existing guardrail and repair post pockets and add new guardrail
- Add concrete pad
- Install alum feed system
- Install alum feed tank (1000 gal)
- Install alum concrete containment
- Install alum piping

UV Building

- Demolish and replace the disinfection system
- Demolish existing miscellaneous power and lighting
- Replace gutter and downspout
- Replace interior and exterior lighting
- Add miscellaneous electrical components (power)

Sludge Blending Tank/Storage - Decision Pending

- Repaint blending tank exterior (concrete)
- Repair miscellaneous concrete around the structure
- Demolish existing metal blending tank
- Replace diffusers in blending tank
- Replace diffusers in the concrete sludge storage tank
- Construct new cast-in-place concrete tanks
- Add diffusers, blowers, VFD, and mixers in new tanks
- Replace sludge transfer pumps
- Install the new Transfer Pump Station/Alum System

RAS/WAS Building

- Add sensor and control panel for ventilation
- Improve lighting
- Add control panel (W/PLC), HMI, and I&C
- Demolish existing MCC and install new MCC
- Add VFD for RAS pump
- Replace RAS/WAS pump motor

Press Room

- Demolish existing power and lighting
- Demolish existing MCCs
- Improve lighting
- Replace outside door
- Replace windows

Equipment Room (Solids Building)

- Replace sludge storage tank blower
- Repaint piping
- Repaint walls

Drive-Through (Solids Building)

- New fabricated chute

Workshop/Electrical Room (Solids Building)

- Remodel room to include electrical appurtenances
- Demolish concrete pads
- Replace HVAC
- Replace lighting
- Add new main switchgear and MCC
- Demolish existing MCCs

Upper Training Room (Administration Building)

- Demolish existing MCCs
- Replace lighting
- Add a new transformer and lighting panel
- Add new power panel
- Replace HVAC

Lab/Office/Restroom (Administration Building)

- Remodel lab
- Demolish existing miscellaneous power and lighting
- Upgrade miscellaneous electrical

Sludge Transfer Building

- Replace transfer pumps
- Replace blowers
- Replace lights
- Add a sensor and control panel for ventilation
- Add miscellaneous electrical components (power)

SCADA

- Add programming, integration, and start-up
- Install software
- Install server
- Install server rack
- Add SCADA workstations
- Install printer
- Install autodialer
- Install HMI
- Add radio (one spare)
- Install antenna cable
- Install Omni Antenna
- Add security system

Site

Improve site lighting
Improve civil site work

Southwest WWTP Improvements

This section summarizes the recommended improvements at the Southwest WWTP

Industrial Screening

- Replace MAU
- Replace roof
- Add a floor drain for the dumpster
- The building will be expanded to install additional dumpster
- Replace 350 gpm influent pumps
- Repaint piping
- Replace lighting
- Install HVAC in walled-off electrical room
- Add miscellaneous electrical components (power)
- Expand MCC

DAF Room (Process Building)

- Add miscellaneous electrical components (power)

Domestic Influent Pump Room (Process Building)

- Add a new double door
- Add new lighting
- Demolish existing lights
- Add miscellaneous electrical components(power)

Domestic Screen Room (Process Building)

- Add new double door
- Rehab existing screen
- Add miscellaneous electrical components (power)
- Add new isolation channel control gates with handwheel
- Add new framing and larger hatch at bar screen
- Replace metal roof and insulation
- Add new lighting
- Demolish existing lights

Boiler Room (Process Building)

- Demolish compressor and softeners
- Add new lighting

Electrical Room (Process Building)

- Add new lighting

Maintenance Room/Sludge Transfer Pump Station (Process Building)

- Add sensor and control panel for ventilation
- Upgrade chemical feed system
- Revise chemical containment
- Replace overhead door with electric coiling door
- Add new lighting

Lab and Office Area (Process Building)

- Remodel the existing room to be used as an electrical room
- Replace HVAC

Maintenance/Workshop Building

- Add new lighting

Sludge Stabilization Tank

- Add 8" plug valves
- Add 6" check valves
- Add 6" decant valves
- Replace 6" decant plug valves

Sludge Storage Tank

- Add new 1.13 MG sludge storage tank
- Install new diffusers
- Install new mixers
- Install new blowers
- Install new VFD for blowers
- Piping modification from transfer pump to new tanks
- Construct transfer pump station
- Add concrete pad for blower and pad
- Add 8" DIP sludge piping
- Add 8" DIP decant
- Add 8" steel air piping
- Add 8" sludge loadout piping
- Install sludge loadout pumps
- Install sludge loadout pump vaults
- Install miscellaneous sludge load out support metals

RAS/WAS Selector Basin/Pumps

- Replace gates
- Paint gate access platforms and ladders
- Add submersible WAS pump
- Replace selector basin mixer
- Add new scum pump
- Add hoists for existing RAS/WAS pumps

Disinfection Channels

- Repaint jib crane

Chemical Disinfection Building

- Add new lighting
- Expand building for alum feed system
- Install alum feed system
- Install alum feed tank (300 gal)
- Install alum containment
- Add 1" PVC alum lines

Effluent Manhole

- Replace manhole lid with bolt-down lid
- Pressure clean the manhole

Site

- Patch and seal asphalt pavement
- Improve driveway
- Upgrade site lighting
- Repaint interior walls of concrete equalization tank
- Replace concrete equalization tank blowers
- Demolish existing metal equalization tank
- Add new transfer switch
- Salvage existing diesel generator
- Add new diesel gas generator (500 KW)
- Add new parallel control panel for generator
- Salvage existing generator and transfer switch to city
- Install new lime feed system
- Improve site civil work

SCADA

- Add programming, integration, and start-up
- Install software
- Install server
- Install server rack
- Add SCADA workstations
- Replace main SCADA panel
- Add SCADA PLC panels
- Add remote pump station SCADA
- Install printer
- Install autodialer
- Install HMI
- Add security system

Administration Building

- Add new administration building (2400 sq. ft.)

Junction City East WWTP Sheet List

Number	Series	Sheet Name
1	Series 00 - General	Cover
2	Series 00 - General	Index
3	Series 00 - General	Grounding Plan
4	Series 00 - General	Control Diagram 1 of 2
5	Series 00 - General	Control Diagram 2 of 2
6	Series 00 - General	PID - SCADA Block Diagram
7	Series 00 - General	PID - Influent PS and Grit Bldg
8	Series 00 - General	PID - Aeration Basins and Final Clarifiers
9	Series 00 - General	PID - UV Disinfection
10	Series 00 - General	PID - RAS Pump Station
11	Series 00 - General	PID - Solids Handling System
12	Series 00 - General	PID - Lime Feed or Sludge Storage
13	Series 00 - General	Abbr
14	Series 00 - General	Symbols
15	Series 00 - General	Legend - Civil
16	Series 00 - General	Legend - Mechanical
17	Series 00 - General	Legend - Electrical 1
18	Series 00 - General	Legend - Electrical 2
19	Series 00 - General	Legend - Instrumentation
20	Series 00 - General	Process Schematic Liquids
21	Series 00 - General	Process Schematic Solids
22	Series 00 - General	Hyd Prof 1 - Liquid
23	Series 00 - General	Hyd Prof 2 - Solids
24	Series 02 - Global Details	Global Arch 1
25	Series 02 - Global Details	Global Arch 2
26	Series 02 - Global Details	Global Arch 3
27	Series 02 - Global Details	Global Arch 4
28	Series 02 - Global Details	Global Civil 1
29	Series 02 - Global Details	Global Civil 2
30	Series 02 - Global Details	Global Elec 1
31	Series 02 - Global Details	Global Elec 2
32	Series 02 - Global Details	Global Elec 3
33	Series 02 - Global Details	Global Instrumentation
34	Series 02 - Global Details	Global Mech 1
35	Series 02 - Global Details	Mech Schedules
36	Series 02 - Global Details	Global Process 1
37	Series 02 - Global Details	Global Process 2
38	Series 02 - Global Details	Global Str Notes
39	Series 02 - Global Details	Global Str 1
40	Series 02 - Global Details	Global Str 2
41	Series 02 - Global Details	Global Str 3
42	Series 02 - Global Details	Global Str 4
43	Series 02 - Global Details	Global Str 5
44	Series 110 - Site Planning	Survey/Overall Plan
45	Series 110 - Site Planning	Demo Piping Plan
46	Series 110 - Site Planning	Layout Plan
47	Series 110 - Site Planning	Grading and Erosion Control
48	Series 110 - Site Planning	Paving Plan/Pavement Joining Plan
49	Series 110 - Site Planning	Profiles 1
50	Series 110 - Site Planning	Profiles 2
51	Series 110 - Site Planning	Connection Details
52	Series 110 - Site Planning	Coordinate Table 1

53	Series 110 - Site Planning	Coordinate Table 2
54	Series 110 - Site Planning	Demo Site/Electrical Plan
55	Series 110 - Site Planning	Site Electrical
56	Series 110 - Site Planning	Control One-Line Diagram
57	Series 110 - Site Planning	Piping Plan
58	Series 114 - Headworks/Influent PS	Mid Level Plan - Universal Sheet
59	Series 114 - Headworks/Influent PS	Universal section sheet
60	Series 114 - Headworks/Influent PS	Electrical Plan/Section
61	Series 114 - Headworks/Influent PS	Process Plan/Section
62	Series 114 - Headworks/Influent PS	Basement Plan - Universal Sheet
63	Series 114 - Headworks/Influent PS	Upper Level Plan - Universal Sheet
64	Series 116 - Grit Building	Electrical & IC Plan
65	Series 116 - Grit Building	Process Plan
66	Series 116 - Grit Building	Process Sections
67	Series 116 - Grit Building	Demo Plan 1
68	Series 116 - Grit Building	Structural Plan
69	Series 116 - Grit Building	Structural Sections
70	Series 117 - Grit System	Demo Plan
71	Series 117 - Grit System	Process Plan
72	Series 117 - Grit System	Process Sections
73	Series 117 - Grit System	Structural Plan
74	Series 117 - Grit System	Structural Sections
75	Series 118 - Primary Clarifiers	Electrical Plan
76	Series 118 - Primary Clarifiers	Universal Plan
77	Series 118 - Primary Clarifiers	Universal Section
78	Series 120 - Primary Sludge P	Universal Plan
79	Series 120 - Primary Sludge P	Universal Section
80	Series 121 - Aeration Basin Splitter Box	Electrical & IC Plan
81	Series 121 - Aeration Basin Splitter Box	Process Plan
82	Series 121 - Aeration Basin Splitter Box	Process Section
83	Series 121 - Aeration Basin Splitter Box	Demo
84	Series 121 - Aeration Basin Splitter Box	Structural Plan
85	Series 121 - Aeration Basin Splitter Box	Structural Section
86	Series 122 - Anoxic Basin	Universal Plan
87	Series 122 - Anoxic Basin	Universal Section
88	Series 123 - Aeration and Post Aeration Basins	Electrical and I&C Plan
89	Series 123 - Aeration and Post Aeration Basins	Demo Plan

90	Series 123 - Aeration and Post Aeration Basins	Process Plan 1 of 2
91	Series 123 - Aeration and Post Aeration Basins	Process Plan 1 of 2
92	Series 123 - Aeration and Post Aeration Basins	Process Sections
93	Series 123 - Aeration and Post Aeration Basins	Process Sections
94	Series 123 - Aeration and Post Aeration Basins	Process Details
95	Series 123 - Aeration and Post Aeration Basins	Str Plan 1 of 2-baffles/post aerobic basin
96	Series 123 - Aeration and Post Aeration Basins	Str Plan 2 of 2-baffles/post aerobic basin
97	Series 123 - Aeration and Post Aeration Basins	Str Sections
98	Series 123 - Aeration and Post Aeration Basins	Str Sections and Details
99	Series 124 - Secondary Clarification	Demo
100	Series 124 - Secondary Clarification	Structural/Process (U) Plan/Sections
101	Series 125 - RAS WAS PS	Demo
102	Series 125 - RAS WAS PS	Electrical/Process (U) Plan
103	Series 125 - RAS WAS PS	Electrical/Process (U) Sections
104	Series 126 - UV Disinfection	Electrical & IC Plan/Sections
105	Series 126 - UV Disinfection	Demo
106	Series 126 - UV Disinfection	Process (U) Plan
107	Series 126 - UV Disinfection	Process (U) Sections
108	Series 128 - Biosolids	Demo - Training Room
109	Series 128 - Biosolids	Demo - Workshop
110	Series 128 - Biosolids	Demo - Operation Level
111	Series 128 - Biosolids	Press Room Architectural - Press Room plan/section
112	Series 128 - Biosolids	Training Room - Architectural
113	Series 128 - Biosolids	Workshop Architectural
114	Series 128 - Biosolids	Lab/Office/Restroom-Architectural Plan 1
115	Series 128 - Biosolids	Lab/Office/Restroom-Architectural Plan 2
116	Series 128 - Biosolids	Press Room Electrical
117	Series 128 - Biosolids	Training Room - Electrical
118	Series 128 - Biosolids	Workshop - Electrical Plan
119	Series 128 - Biosolids	Lab/Office/Restroom-Electrical Plan 1
120	Series 128 - Biosolids	Lab/Office/Restroom-Electrical Plan 2
121	Series 128 - Biosolids	Press pump room - Electrical
122	Series 128 - Biosolids	Sludge Blending Tank - Electrical
123	Series 128 - Biosolids	Sludge Storage Tank 1 and 2 - Electrical
124	Series 128 - Biosolids	Fire and Life Safety - plan 1
125	Series 128 - Biosolids	Fire and Life Safety - plan 2
126	Series 128 - Biosolids	Fire and Life Safety - plan 3
127	Series 128 - Biosolids	Fire and Life Safety - plan 4
128	Series 128 - Biosolids	Fire and Safety - plan 5
129	Series 128 - Biosolids	Lab/Office/Restroom-Mechanical Plan 1
130	Series 128 - Biosolids	Lab/Office/Restroom-Mechanical Plan 2
131	Series 128 - Biosolids	Lab/Office/Restroom-Plumbing Plan 1
132	Series 128 - Biosolids	Lab/Office/Restroom-Plumbing Plan 2
133	Series 128 - Biosolids	Demo - Press pump room
134	Series 128 - Biosolids	Demo - Sludge Blending Tank

135	Series 128 - Biosolids	Demo - Sludge Storage Tank 1 and 2
136	Series 128 - Biosolids	Demo - Sludge Storage Tank 3
137	Series 128 - Biosolids	Press Room Process 1 - plan/section
138	Series 128 - Biosolids	Press Room Process 2 - plan/section
139	Series 128 - Biosolids	Press Room Process section
140	Series 128 - Biosolids	Press pump room - Process
141	Series 128 - Biosolids	Sludge Blending Tank - Process
142	Series 128 - Biosolids	Sludge Blending Tank - Section
143	Series 128 - Biosolids	Sludge Storage Tank 1 and 2 - Process
144	Series 128 - Biosolids	Sludge Storage Tank 1 and 2 - Section
145	Series 128 - Biosolids	Demo - Press Room
146	Series 128 - Biosolids	Demo - Driveway
147	Series 128 - Biosolids	Press Room Structural - plan/section
148	Series 128 - Biosolids	Workshop - Structural
149	Series 128 - Biosolids	Lab/Office/Restroom-Structural Plan
150	Series 128 - Biosolids	Driveway - Structural
151	Series 128 - Biosolids	Demo - Sludge Storage Tank 3
152	Series 130 - Cake Storage	Cake storage area - Electrical 1
153	Series 130 - Cake Storage	Cake storage area - Fire and Safety
154	Series 130 - Cake Storage	Cake storage area - Mechanical 1
155	Series 130 - Cake Storage	Cake storage area - Plumbing 1
156	Series 130 - Cake Storage	Cake storage area - Process 1
157	Series 130 - Cake Storage	Cake storage area - Process 2
158	Series 130 - Cake Storage	Cake storage area - Structural 1
159	Series 130 - Cake Storage	Cake storage area - Structural 2
160	Series 131 - Sludge Transfer PS/Alum Bldg	Sludge TPS - Electrical 1
161	Series 131 - Sludge Transfer PS/Alum Bldg	Sludge TPS - Fire and Safety
162	Series 131 - Sludge Transfer PS/Alum Bldg	Sludge TPS - Mechanical 1
163	Series 131 - Sludge Transfer PS/Alum Bldg	Sludge TPS - Process 1
164	Series 131 - Sludge Transfer PS/Alum Bldg	Sludge TPS - Process 2
165	Series 131 - Sludge Transfer PS/Alum Bldg	Sludge TPS - Structural 1
166	Series 131 - Sludge Transfer PS/Alum Bldg	Sludge TPS - Structural 2

Junction City Southwest WWTP Sheet List

Number	Series	Sheet Name
1	Series 00 - General	Process Schematic Liquids
2	Series 00 - General	Process Schematic Solids
3	Series 00 - General	Grounding Plan
4	Series 00 - General	Control Diagram 1 of 2
5	Series 00 - General	Control Diagram 2 of 2
6	Series 00 - General	Hyd Prof 1 - Liquid
7	Series 00 - General	Hyd Prof 2 - Solids
8	Series 00 - General	PID - SCADA Block Diagram
9	Series 00 - General	PID - Industrial pre-treatment 1
10	Series 00 - General	PID - Industrial pre-treatment 2
11	Series 00 - General	PID - Combined Treatment
12	Series 00 - General	PID - Biosolids Handling
13	Series 00 - General	PID - Lime Feed System
14	Series 210 - Site Planning	Survey/Overall Plan
15	Series 210 - Site Planning	Demo Piping Plan
16	Series 210 - Site Planning	Demo Site/Electrical Plan
17	Series 210 - Site Planning	Layout Plan
18	Series 210 - Site Planning	Grading and Erosion Control
19	Series 210 - Site Planning	Paving Plan/Pavement Joining Plan
20	Series 210 - Site Planning	Piping Plan
21	Series 210 - Site Planning	Profiles 1
22	Series 210 - Site Planning	Site Electrical 1
23	Series 210 - Site Planning	Site Electrical 2
24	Series 210 - Site Planning	Coordinate Table 1
25	Series 210 - Site Planning	Coordinate Table 2
26	Series 210 - Site Planning	Control One-Line Diagram 1
27	Series 210 - Site Planning	Control One-Line Diagram 2
28	Series 210 - Site Planning	Control One-Line Diagram 3
29	Series 212 - Industrial Screening Bldg	Lower Level/Upper Level - Demo Plan
30	Series 212 - Industrial Screening Bldg	Lower Level - Process Plan
31	Series 212 - Industrial Screening Bldg	Upper Level - Process Plan
32	Series 212 - Industrial Screening Bldg	Upper level - Structural Plan
33	Series 212 - Industrial Screening Bldg	Upper level - Structural Section
34	Series 212 - Industrial Screening Bldg	Electrical Plan/Section
35	Series 213 - Process Bldg	Fire and Life Safety 1
36	Series 213 - Process Bldg	Fire and Life Safety 2
37	Series 213 - Process Bldg	Fire and Life Safety 3
38	Series 213 - Process Bldg	Fire and Life Safety 4
39	Series 213 - Process Bldg	Fire and Life Safety 5
40	Series 213 - Process Bldg	Fire and Life Safety 6
41	Series 213 - Process Bldg	Fire and Life Safety 7
42	Series 213 - Process Bldg/DAF Room	Electrical Plan/Section
43	Series 213 - Process Bldg/Domestic Inf PS	Demo Plan
44	Series 213 - Process Bldg/Domestic Inf PS	Architectural plan
45	Series 213 - Process Bldg/Domestic Inf PS	Architectural section
46	Series 213 - Process Bldg/Domestic Inf PS	Electrical Plan/Section
47	Series 213 - Process Bldg/Domestic Screening Room	Demo Plan
48	Series 213 - Process Bldg/Domestic Screening Room/Boiler/Electrical Room	Universal Plan 1

49	Series 213 - Process Bldg/Domestic Screening Room/Boiler/Electrical Room	Universal Plan 2
50	Series 213 - Process Bldg/Domestic Screening Room/Boiler/Electrical Room	Universal Section 1
51	Series 213 - Process Bldg/Domestic Screening Room/Boiler/Electrical Room	Universal Section 2
52	Series 213 - Process Bldg/Domestic Screening Room/Boiler/Electrical Room	Electrical Plan/Section
53	Series 213 - Process Bldg/maintenance/Sludge PS room	Demo Plan
54	Series 213 - Process Bldg/maintenance/Sludge PS room	Process Plan
55	Series 213 - Process Bldg/maintenance/Sludge PS room	Process Section
56	Series 213 - Process Bldg/maintenance/Sludge PS room	Struc/Architectural plan
57	Series 213 - Process Bldg/maintenance/Sludge PS room	Electrical & IC Plan
58	Series 213 - Process Bldg/maintenance/Lab Office	Demo
59	Series 213 - Process Bldg/maintenance/Lab Office	Universal plan 1
60	Series 213 - Process Bldg/maintenance/Lab Office	Universal section 1
61	Series 213 - Process Bldg/maintenance/Lab Office	Electrical & IC Plan
62	Series 218 - Activated Sludge System/Anoxic/RAS WAS	Demo
63	Series 218 - Activated Sludge System/Anoxic/RAS WAS	Process Plan
64	Series 218 - Activated Sludge System/Anoxic/RAS WAS	Process Section
65	Series 222 - Chemical Disinfection Bldg	Demo
66	Series 222 - Chemical Disinfection Bldg	Fire and Life Safety 1
67	Series 222 - Chemical Disinfection Bldg	Fire and Life Safety 2
68	Series 222 - Chemical Disinfection Bldg	Process Plan
69	Series 222 - Chemical Disinfection Bldg	Process Section
70	Series 222 - Chemical Disinfection Bldg	Architectural 1
71	Series 222 - Chemical Disinfection Bldg	Architectural 2
72	Series 222 - Chemical Disinfection Bldg	Architectural section 1
73	Series 222 - Chemical Disinfection Bldg	Architectural section 2
74	Series 222 - Chemical Disinfection Bldg	Structural plan 1
75	Series 222 - Chemical Disinfection Bldg	Structural plan 2
76	Series 222 - Chemical Disinfection Bldg	Structural section 1
77	Series 222 - Chemical Disinfection Bldg	Structural section 2
78	Series 222 - Chemical Disinfection Bldg	Electrical Plan
79	Series 222 - Chemical Disinfection Bldg	Electrical Sections
80	Series 224 - Sludge Transfer PS	Sludge TPS - Fire and Life Safety
81	Series 224 - Sludge Transfer PS	Sludge TPS - Structural 1
82	Series 224 - Sludge Transfer PS	Sludge TPS - Structural 2
83	Series 224 - Sludge Transfer PS	Sludge TPS - Process 1
84	Series 224 - Sludge Transfer PS	Sludge TPS - Process 2
85	Series 224 - Sludge Transfer PS	Sludge TPS - Electrical 1
86	Series 224 - Sludge Transfer PS	Sludge TPS - Mechanical 1

87	Series 225 - Sludge Storage Tanks	Demo 1
88	Series 225 - Sludge Storage Tanks	Existing tank - Process Plan
89	Series 225 - Sludge Storage Tanks	Existing tank - Process Sections
90	Series 225 - Sludge Storage Tanks	Electrical & IC Plan/Sections
91	Series 225 - Sludge Storage Tanks	New tank - Structural 1
92	Series 225 - Sludge Storage Tanks	New tank - Structural 2
93	Series 225 - Sludge Storage Tanks	New tank - Process 1
94	Series 225 - Sludge Storage Tanks	New tank - Process 2
95	Series 225 - Sludge Storage Tanks	Electrical & IC Plan/Sections
96	Series 226 - New Admin Bldg	Fire and Life Safety - plan 1
97	Series 226 - New Admin Bldg	Fire and Life Safety - plan 2
98	Series 226 - New Admin Bldg	Fire and Life Safety - plan 3
99	Series 226 - New Admin Bldg	Architectural plan 1
100	Series 226 - New Admin Bldg	Architectural plan 2
101	Series 226 - New Admin Bldg	Architectural section
102	Series 226 - New Admin Bldg	Structural plan 1
103	Series 226 - New Admin Bldg	Structural plan 2
104	Series 226 - New Admin Bldg	Structural plan 3
105	Series 226 - New Admin Bldg	Structural plan 4
106	Series 226 - New Admin Bldg	Structural section
107	Series 226 - New Admin Bldg	Mechanical plan 1
108	Series 226 - New Admin Bldg	Mechanical plan 2
109	Series 226 - New Admin Bldg	Mechanical section
110	Series 226 - New Admin Bldg	Plumbing plan 1
111	Series 226 - New Admin Bldg	Plumbing plan 2
112	Series 226 - New Admin Bldg	Plumbing section

§ 32.225 How do I know if a transaction in which I may participate is a covered transaction?

As a participant in a transaction, you will know that it is a covered transaction because the agency regulations governing the transaction, the appropriate agency official or participant at the next higher tier who enters into the transaction with you, will tell you that you must comply with applicable portions of this part.

Subpart C—Responsibilities of Participants Regarding Transactions**DOING BUSINESS WITH OTHER PERSONS****§ 32.300 What must I do before I enter into a covered transaction with another person at the next lower tier?**

When you enter into a covered transaction with another person at the next lower tier, you must verify that the person with whom you intend to do business is not excluded or disqualified. You do this by:

- (a) Checking the *EPLS*; or
- (b) Collecting a certification from that person if allowed by this rule; or
- (c) Adding a clause or condition to the covered transaction with that person.

§ 32.305 May I enter into a covered transaction with an excluded or disqualified person?

(a) You as a participant may not enter into a covered transaction with an excluded person, unless the EPA grants an exception under § 32.120.

(b) You may not enter into any transaction with a person who is disqualified from that transaction, unless you have obtained an exception under the disqualifying statute, Executive order, or regulation.

§ 32.310 What must I do if a Federal agency excludes a person with whom I am already doing business in a covered transaction?

(a) You as a participant may continue covered transactions with an excluded person if the transactions were in existence when the agency excluded the person. However, you are not required to continue the transactions,

and you may consider termination. You should make a decision about whether to terminate and the type of termination action, if any, only after a thorough review to ensure that the action is proper and appropriate.

(b) You may not renew or extend covered transactions (other than no-cost time extensions) with any excluded person, unless the EPA grants an exception under § 32.120.

§ 32.315 May I use the services of an excluded person as a principal under a covered transaction?

(a) You as a participant may continue to use the services of an excluded person as a principal under a covered transaction if you were using the services of that person in the transaction before the person was excluded. However, you are not required to continue using that person's services as a principal. You should make a decision about whether to discontinue that person's services only after a thorough review to ensure that the action is proper and appropriate.

(b) You may not begin to use the services of an excluded person as a principal under a covered transaction unless the EPA grants an exception under § 32.120.

§ 32.320 Must I verify that principals of my covered transactions are eligible to participate?

Yes, you as a participant are responsible for determining whether any of your principals of your covered transactions is excluded or disqualified from participating in the transaction. You may decide the method and frequency by which you do so. You may, but you are not required to, check the *EPLS*.

§ 32.325 What happens if I do business with an excluded person in a covered transaction?

If as a participant you knowingly do business with an excluded person, we may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.

§ 32.330 What requirements must I pass down to persons at lower tiers with whom I intend to do business?

Before entering into a covered transaction with a participant at the next lower tier, you must require that participant to—

(a) Comply with this subpart as a condition of participation in the transaction. You may do so using any method(s), unless § 32.440 requires you to use specific methods.

(b) Pass the requirement to comply with this subpart to each person with whom the participant enters into a covered transaction at the next lower tier.

DISCLOSING INFORMATION—PRIMARY TIER PARTICIPANTS

§ 32.335 What information must I provide before entering into a covered transaction with the EPA?

Before you enter into a covered transaction at the primary tier, you as the participant must notify the EPA office that is entering into the transaction with you, if you know that you or any of the principals for that covered transaction:

(a) Are presently excluded or disqualified;

(b) Have been convicted within the preceding three years of any of the offenses listed in § 32.800(a) or had a civil judgment rendered against you for one of those offenses within that time period;

(c) Are presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses listed in § 32.800(a); or

(d) Have had one or more public transactions (Federal, State, or local) terminated within the preceding three years for cause or default.

§ 32.340 If I disclose unfavorable information required under § 32.335, will I be prevented from participating in the transaction?

As a primary tier participant, your disclosure of unfavorable information about yourself or a principal under § 32.335 will not necessarily cause us to deny your participation in the covered transaction. We will consider the information when we determine whether to

enter into the covered transaction. We also will consider any additional information or explanation that you elect to submit with the disclosed information.

§ 32.345 What happens if I fail to disclose information required under § 32.335?

If we later determine that you failed to disclose information under § 32.335 that you knew at the time you entered into the covered transaction, we may—

(a) Terminate the transaction for material failure to comply with the terms and conditions of the transaction; or

(b) Pursue any other available remedies, including suspension and debarment.

§ 32.350 What must I do if I learn of information required under § 32.335 after entering into a covered transaction with the EPA?

At any time after you enter into a covered transaction, you must give immediate written notice to the EPA office with which you entered into the transaction if you learn either that—

(a) You failed to disclose information earlier, as required by § 32.335; or

(b) Due to changed circumstances, you or any of the principals for the transaction now meet any of the criteria in § 32.335.

DISCLOSING INFORMATION—LOWER TIER PARTICIPANTS

§ 32.355 What information must I provide to a higher tier participant before entering into a covered transaction with that participant?

Before you enter into a covered transaction with a person at the next higher tier, you as a lower tier participant must notify that person if you know that you or any of the principals are presently excluded or disqualified.

§ 32.360 What happens if I fail to disclose the information required under § 32.355?

If we later determine that you failed to tell the person at the higher tier that you were excluded or disqualified at the time you entered into the covered transaction with that person, we

may pursue any available remedies, including suspension and debarment.

§ 32.365 What must I do if I learn of information required under § 32.355 after entering into a covered transaction with a higher tier participant?

At any time after you enter into a lower tier covered transaction with a person at a higher tier, you must provide immediate written notice to that person if you learn either that—

- (a) You failed to disclose information earlier, as required by § 32.355; or
- (b) Due to changed circumstances, you or any of the principals for the transaction now meet any of the criteria in § 32.355.

Subpart D—Responsibilities of EPA Officials Regarding Transactions

§ 32.400 May I enter into a transaction with an excluded or disqualified person?

- (a) You as an agency official may not enter into a covered transaction with an excluded person unless you obtain an exception under § 32.120.
- (b) You may not enter into any transaction with a person who is disqualified from that transaction, unless you obtain a waiver or exception under the statute, Executive order, or regulation that is the basis for the person's disqualification.

§ 32.405 May I enter into a covered transaction with a participant if a principal of the transaction is excluded?

As an agency official, you may not enter into a covered transaction with a participant if you know that a principal of the transaction is excluded, unless you obtain an exception under § 32.120.

§ 32.410 May I approve a participant's use of the services of an excluded person?

After entering into a covered transaction with a participant, you as an agency official may not approve a participant's use of an excluded person as a principal under that transaction, unless you obtain an exception under § 32.120.

§ 32.415 What must I do if a Federal agency excludes the participant of a principal after I enter into a covered transaction?

- (a) You as an agency official may continue covered transactions with an excluded person, or under which an excluded person is a principal, if the transactions were in existence when the person was excluded. You are not required to continue the transactions, however, and you may consider termination. You should make a decision about whether to terminate, and the type of termination action, if any, only after a thorough review to ensure that the action is proper.
- (b) You may not renew or extend covered transactions (other than no-cost time extensions) with any excluded person, or under which an excluded person is a principal, unless you obtain an exception under § 32.120.

§ 32.420 May I approve a transaction with an excluded or disqualified person at a lower tier?

If a transaction at a lower tier is subject to your approval, you as an agency official may not approve—

- (a) A covered transaction with a person who is currently excluded, unless you obtain an exception under § 32.120; or
- (b) A transaction with a person who is disqualified from that transaction, unless you obtain a waiver or exception under the statute, Executive order, or regulation that is the basis for the person's disqualification.

§ 32.425 When do I check to see if a person is excluded or disqualified?

As an agency official, you must check to see if a person is excluded or disqualified before you—

- (a) Enter into a primary tier covered transaction;
- (b) Approve a principal in a primary tier covered transaction;
- (c) Approve a lower tier participant if agency approval of the lower tier participant is required; or
- (d) Approve a principal in connection with a lower tier transaction if agency approval of the principal is required.



Waste Water Project Number
C20

United States Environmental Protection Agency
Washington, DC 20460

Certification Regarding Debarment, Suspension, and Other Responsibility Matters

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
- (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

Typed Name & Title of Authorized Representative

Signature of Authorized Representative

Date

☐ I am unable to certify to the above statements. My explanation is attached.

EPA Form 5700-49 (11-88)

This form has been adopted for use as a Kansas Water Pollution Control Revolving Fund document

EPA Project Control Number

CERTIFICATION REGARDING LOBBYING

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31 U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Typed Name & Title of Authorized Representative

Signature and Date of Authorized Representative

KANSAS
DEPARTMENT OF HEALTH & ENVIRONMENT
DIVISION OF ENVIRONMENT
BUREAU OF WATER

KANSAS PUBLIC WATER SUPPLY LOAN FUND
KANSAS WATER POLLUTION CONTROL REVOLVING LOAN FUND

Participation By Disadvantaged Business Enterprises Information Sheet

As a recipient of EPA SRF Capitalization Grants, the Kansas Department of Health and Environment (KDHE) is required by 40 CFR Part 33 to seek and is encouraged to utilize small, minority, and women-owned businesses in procurement under loan agreements associated with those grants. Because this project will receive funding, at least in part, from KDHE through a Kansas Public Water supply Loan Fund (KPWSLF) or a Kansas Water Pollution Control Revolving Loan Fund (KWPCRLF) loan agreement, those requirements are applicable to the loan recipient (municipality), engineering firm responsible for construction phase services, and prime contractor.

This information sheet explains requirements of the KPWSLF and KWPCRLF for Disadvantaged Business Enterprises (DBE) utilization. A copy of this Information Sheet must be included within engineering contracts for construction phase services and must be included within the contract documents of construction specifications.

Definitions

Disadvantaged Business Enterprise - entities owned and/or controlled by socially and economically disadvantaged individuals (as described in 42 USC 7601 and 42 USC 4370d - which includes Women's Business Enterprises (WBE) and Minority Business Enterprises (MBE) as defined in this information sheet); a Small Business Enterprise (SBE); a Small Business in Rural Area (SBRA); a Labor Surplus Area Firm (LSAF); or a Historically Underutilized Business (HUB) Zone Small Business Concern or a concern under a successor program.

Socially disadvantaged individual – individuals who have been subjected to racial or ethnic prejudice or cultural bias because of their identity as a member of a group without regard to their individual qualities, and are further defined as:

Black Americans	Asian Pacific Americans	Indian Tribes
Hispanic Americans	Native Hawaiian Organizations	Women
Native Americans	Historically Black Colleges and Universities	

Economically disadvantaged individual - those socially disadvantaged individuals whose ability to compete in the free enterprise system has been impaired due to diminished capital or credit opportunities, as compared to others in the same business area who are not socially disadvantaged.

Women's Business Enterprise (WBE) – a business concern which is at least 51% owned or controlled by women for purposes of 42 USC 7601 of 42 USC 4370d.

Minority Business Enterprises (MBE) - a Disadvantaged Business Enterprise other than a SBE, SBRA, LSAF, or WBE.

KDHE Implementation Requirements for DBE Procurement Opportunities

KDHE has an objective of using an amount equal to 4.1% of the capitalization grant as awarded by EPA to KDHE, for construction procurement performed by MBE entities and 6.9% of the capitalization grant for WBE entities. This is referred to as a fair share objective. The loan recipient (municipality), engineering firm responsible for construction phase services, and prime contractor are required to adopt this same fair share objective. The fair share objective is not a quota and EPA cannot penalize KDHE, the loan recipient, engineering firm, or the prime contractor for not meeting MBE or WBE participation objectives.

The prime contractor and consulting engineer responsible for construction phase services are required to make the good faith efforts and apply the administrative requirements listed below for any subcontracts.

Good Faith Efforts

1. Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities.

This step may include sending letters or making other personal contacts with DBEs. DBEs should be contacted when other potential subcontractors/suppliers are contacted, within reasonable time (i.e. minimum of fifteen days) prior to bid submission or closing date for receipt of initial offers. Those letters or other contacts should communicate the following:

- i. Specific description of the work to be subcontracted or supplies to be purchased;
 - ii. How and where to obtain a copy of plans and specifications or other detailed information needed to prepare a detailed price quotation;
 - iii. Date the quotation is due to the prime contractor;
 - iv. Name, address, and phone number of the person in the prime contractor's firm whom the prospective DBE subcontractor/supplier should contact for additional information.
2. Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
 3. Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs.
 4. Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.

5. Use the services and assistance of the SBA and the Minority Business Development Agency of the Department of Commerce.

Administrative Requirements

The prime contractor/engineering firm responsible for construction phase services:

1. Must pay its subcontractor for satisfactory performance not more than 30 days from the prime contractor's receipt of payment.
2. Must notify KDHE in writing prior to termination of a DBE subcontractor for convenience.
3. Must employ the good faith efforts when soliciting a replacement subcontractor, if the original subcontractor fails to complete work for any reason.
4. Shall provide EPA Form 6100-2—DBE Program Subcontractor Participation Form to all of its DBE subcontractors. Subcontractors can submit this form to KDHE if there are any concerns regarding the project.
5. Must have its DBE subcontractors complete EPA Form 6100-3—DBE Program Subcontractor Performance Form, and submit it with the bid or proposal package. If DBE subcontractors are not anticipated to be used, a blank form with such notation must still be submitted with the prime bid package. You must still demonstrate DBE firms were provided an opportunity to obtain subcontracts.
6. Must complete and submit EPA Form 6100-4—DBE Program Subcontractor Utilization Form with the bid or proposal package (use additional copies of form if needed). If DBE subcontractors are not anticipated to be used, a blank form with such notation must still be submitted with the prime bid package. You must still demonstrate DBE firms were provided an opportunity to obtain subcontracts.
7. Shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CRF part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

Finding DBE Firms

The Kansas Department of Transportation Directory of Disadvantaged Business Enterprise (DBE) can be found on the web at www.ksdot.org/divadmin/civilrights/.

The Kansas Department of Commerce maintains a Kansas Minority & Women Business Directory on the web at <http://mwbd.kansascommerce.com/>.

The Minority Business Development Agency of the Department of Commerce maintains a business locator database on the web at www.mbda.gov.

KDHE and the municipality are required to maintain a list of bidders that have competed for loan fund projects. This list can be used in conjunction with the directories listed above to find DBE firms. This list can be found on the web at www.kdheks.gov/pws/loan/SRFbidlist.xls.

DBE firms are not limited by the directories listed above. Prime contractors should use any means necessary to locate and contact DBE firms.

In order for a DBE to participate as an MBE or WBE, that entity must be certified by one of the following; the (1) Environmental Protection Agency (EPA), (2) Small Business Administration (SBA), (3) US Department of Transportation, or (4) any other state or local government or private organization certification that has standards that meet or exceed the EPA certification program. MBE's and WBE's must be certified in order for procurement to count towards meeting Fair Share Goals.

Determination of Compliance

Prime contractors must demonstrate compliance with DBE requirements in order to be deemed responsive prior to contract award. Demonstration of compliance shall include submittal of EPA Form 6100-3, EPA Form 6100-4, and a list of DBE subcontractors contacted and the method used to contact them (the attached Demonstration of Compliance with DBE Good Faith Efforts Worksheet can be used for this purpose).

Engineering firms responsible for construction phase services must demonstrate compliance with DBE requirements prior to the construction contract award. Demonstration of compliance shall include submittal of EPA Form 6100-3, EPA Form 6100-4, and a list of DBE subcontractors contacted and the method used to contact them (the attached Demonstration of Compliance with DBE Good Faith Efforts Worksheet can be used for this purpose).

The municipality is required to submit a copy of this information to KDHE as well as submit the Applicant Assurance with Respect to Good Faith Efforts for DBE Utilization form prior to the award of the construction contract. The municipality is also required to submit to KDHE by April 15 and October 15 (during project construction), EPA Form 5700-52A - MBE/WBE Utilization under Federal Grants, Cooperative Agreements, and Interagency Agreements. If MBE/WBE firms are utilized, proof of certification must be submitted with EPA Form 5700-52A

Disadvantaged Business Enterprise (DBE) Program DBE Subcontractor Participation Form

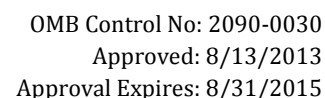
An EPA Financial Assistance Agreement Recipient must require its prime contractors to provide this form to its DBE subcontractors. This form gives a DBE¹ subcontractor² the opportunity to describe work received and/or report any concerns regarding the EPA-funded project (e.g., in areas such as termination by prime contractor, late payments, etc.). The DBE subcontractor can, as an option, complete and submit this form to the EPA DBE Coordinator at any time during the project period of performance.

Subcontractor Name		Project Name	
Bid/ Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact	
Address			
Telephone No.		Email Address	
Prime Contractor Name		Issuing/Funding Entity:	

Contract Item Number	Description of Work Received from the Prime Contractor Involving Construction, Services , Equipment or Supplies	Amount Received by Prime Contractor

¹ A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

² Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.



Please use the space below to report any concerns regarding the above EPA-funded project:

[illegible]

Subcontractor Signature	Print Name
Title	Date

The public reporting and recordkeeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.

Disadvantaged Business Enterprise (DBE) Program DBE Subcontractor Performance Form

This form is intended to capture the DBE¹ subcontractor's² description of work to be performed and the price of the work submitted to the prime contractor. An EPA Financial Assistance Agreement Recipient must require its prime contractor to have its DBE subcontractors complete this form and include all completed forms in the prime contractors bid or proposal package.

Subcontractor Name		Project Name	
Bid/ Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact	
Address			
Telephone No.		Email Address	
Prime Contractor Name		Issuing/Funding Entity:	

Contract Item Number	Description of Work Submitted to the Prime Contractor Involving Construction, Services , Equipment or Supplies	Price of Work Submitted to the Prime Contractor
DBE Certified By: ☐ DOT ☐ SBA ☐ Other: _____		Meets/ exceeds EPA certification standards? ☐ YES ☐ NO ☐ Unknown

¹ A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

² Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

**Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Performance Form**

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware of that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

Prime Contractor Signature	Print Name
Title	Date

Subcontractor Signature	Print Name
Title	Date

The public reporting and recordkeeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.

Disadvantaged Business Enterprise (DBE) Program DBE Subcontractor Utilization Form

This form is intended to capture the prime contractor's actual and/or anticipated use of identified certified DBE¹ subcontractors² and the estimated dollar amount of each subcontract. An EPA Financial Assistance Agreement Recipient must require its prime contractors to complete this form and include it in the bid or proposal package. Prime contractors should also maintain a copy of this form on file.

Prime Contractor Name		Project Name	
Bid/ Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact	
Address			
Telephone No.		Email Address	
Issuing/Funding Entity:			

I have identified potential DBE certified subcontractors	___ YES	___ NO	
If yes, please complete the table below. If no, please explain:			
Subcontractor Name/ Company Name	Company Address/ Phone/ Email	Est. Dollar Amt	Currently DBE Certified?

Continue on back if needed

¹ A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

² Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

**Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Utilization Form**

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware of that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

Prime Contractor Signature	Print Name
Title	Date

The public reporting and recordkeeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.

Demonstration of Compliance with DBE Good Faith Efforts Worksheet

Project Name _____

KPWSLF or KWPCRLF Project No. _____

Prime Contract Bidder/Engineering Firm _____

Address _____

Contact Person: _____ Telephone No. _____

The following firms were made aware of subcontracting/supplier opportunities related to the project listed above.

DBE Subcontractor/Supplier contacted _____

Address _____

Contact Person: _____ Telephone No. _____

Email _____ Method used to contact (circle one): Phone Mail Fax

Is entity also a certified as a MBE _____ or WBE _____? (if no leave blank)

MBE/WBE status certified by (circle one) EPA SBA Other _____

DBE Subcontractor/Supplier contacted _____

Address _____

Contact Person: _____ Telephone No. _____

Email _____ Method used to contact (circle one): Phone Mail Fax

Is entity also a certified as a MBE _____ or WBE _____? (if no leave blank)

MBE/WBE status certified by (circle one) EPA SBA Other _____

DBE Subcontractor/Supplier contacted _____

Address _____

Contact Person: _____ Telephone No. _____

Email _____ Method used to contact (circle one): Phone Mail Fax

Is entity also a certified as a MBE _____ or WBE _____? (if no leave blank)

MBE/WBE status certified by (circle one) EPA SBA Other _____

DBE Subcontractor/Supplier contacted _____

Address _____

Contact Person: _____ Telephone No. _____

Email _____ Method used to contact (circle one): Phone Mail Fax

Is entity also a certified as a MBE _____ or WBE _____? (if no leave blank)

MBE/WBE status certified by (circle one) EPA SBA Other _____

Comments _____

Prepared By: _____

Date: _____

(Use additional copies of this sheet if needed)

Demonstration of Compliance with DBE Good Faith Efforts Worksheet

Project Name _____

KPWSLF or KWPCRLF Project No. _____

Prime Contract Bidder/Engineering Firm _____

Address _____

Contact Person: _____ Telephone No. _____

The following firms were made aware of subcontracting/supplier opportunities related to the project listed above.

DBE Subcontractor/Supplier contacted _____

Address _____

Contact Person: _____ Telephone No. _____

Email _____ Method used to contact (circle one): Phone Mail Fax

Is entity also a certified as a MBE _____ or WBE _____? (if no leave blank)

MBE/WBE status certified by (circle one) EPA SBA Other _____

DBE Subcontractor/Supplier contacted _____

Address _____

Contact Person: _____ Telephone No. _____

Email _____ Method used to contact (circle one): Phone Mail Fax

Is entity also a certified as a MBE _____ or WBE _____? (if no leave blank)

MBE/WBE status certified by (circle one) EPA SBA Other _____

DBE Subcontractor/Supplier contacted _____

Address _____

Contact Person: _____ Telephone No. _____

Email _____ Method used to contact (circle one): Phone Mail Fax

Is entity also a certified as a MBE _____ or WBE _____? (if no leave blank)

MBE/WBE status certified by (circle one) EPA SBA Other _____

DBE Subcontractor/Supplier contacted _____

Address _____

Contact Person: _____ Telephone No. _____

Email _____ Method used to contact (circle one): Phone Mail Fax

Is entity also a certified as a MBE _____ or WBE _____? (if no leave blank)

MBE/WBE status certified by (circle one) EPA SBA Other _____

Comments _____

Prepared By: _____

Date: _____

(Use additional copies of this sheet if needed)

KANSAS ACT AGAINST DISCRIMINATION

CONTRACT PROVISIONS OF KANSAS STATUTES ANNOTATED (K.S.A.) 44-1030 – State and Local Government contracts; Mandatory Provisions

(a) Except as provided by subsection (c), every contractor for or on behalf of the State and any county or municipality or other political subdivision of the State, or any agency of or authority created by any of the foregoing, for the construction, alteration, or repair of any public building or public work or for the acquisition of materials, equipment, supplies, or services shall contain provisions by which the contractor agrees that:

- (1) The contractor shall observe the provisions of the Kansas Act Against Discrimination and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, national origin, or ancestry;
 - (2) In all solicitations or advertisements for employees, the contractor shall include the phrase “equal opportunity employer” or a similar phrase to be approved by the Commission;
 - (3) If the contractor fails to comply with the manner in which the contractor reports to the Commission in accordance with the provisions of K.S.A.44-1031 and amendments thereto, the contractor shall be deemed to have breached the present contract and it may be cancelled, terminated, or suspended, in whole or in part, by the contracting agency;
 - (4) If the contractor is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the Commission which has become final, the contractor shall be deemed to have breached the present contract and it may be cancelled, terminated or suspended, in whole, or in part, by the contracting agency;
 - (5) The contractor shall include the provisions of subsections (a)(1) through (4) in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.
- (b) The Kansas Human Rights Commission shall not be prevented hereby from requiring reports of contractors found to be not in compliance with the Kansas Act Against Discrimination.
- (c) The provisions of this section shall not apply to a contract entered into by a contractor:
- (1) Who employs fewer than four employees during the term of such contract;
or
 - (2) Whose contracts with the governmental entity letting such contract cumulatively total \$5,000 or less during the fiscal year of such governmental entity.

STATE OF KANSAS
ACT AGAINST DISCRIMINATION
CONTRACT PROVISION CERTIFICATION FORM

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor shall observe the provisions of the Kansas Act Against Discrimination and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, national origin, or ancestry;
- (2) In all solicitations or advertisements for employees, the contractor shall include the phrase "equal opportunity employer" or a similar phrase to be approved by the Commission;
- (3) If the contractor fails to comply with the manner in which the contractor reports to the Commission in accordance with the provisions of K.S.A.44-1031 and amendments thereto, the contractor shall be deemed to have breached the present contract and it may be cancelled, terminated, or suspended, in whole or in part, by the contracting agency;
- (4) If the contractor is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the Commission which has become final, the contractor shall be deemed to have breached the present contract and it may be cancelled, terminated or suspended, in whole, or in part, by the contracting agency;
- (5) The contractor shall include the provisions of (1) through (4) in every applicable subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.

PROJECT/CONTRACT NAME AND NO. _____

MUNICIPALITY _____

CONTRACTOR'S
SIGNATURE _____

TITLE _____

KDHE PROJECT NO. _____

DATE _____

TRAFFICKING VICTIMS PROTECTION ACT

During the performance of this contract, the contractor agrees as follows:

The contractor, its employees, sub-contractors, and sub-contractor's employees under any KWPCRF Loan Agreement, may not engage in severe forms of trafficking in persons during the period of time that the award is in effect; procure a commercial sex act during the period of time that the award is in effect; or use forced labor in the performance of the contract or subcontracts under the award.

Project Name: _____

SRF Project Number: C20-

Company Name: _____

Contractor's
Signature: _____

Title: _____

Date: _____

This form has been developed for use as a Kansas Water Pollution Control Revolving Fund document

Junction City East and Southwest WWTP Phase 2 Design
Scope and Fee

	Young, Patrick R	Lindeman, Donald E	Bunch, David	Matole, Roopa N	Hess, Brent	Keyhill, Patrick K	Willard, Sean P	Johnson, Mark Timothy	Hopson, Anthony J	Craft, Robert Anthony	Wiseman, David L	Worth, Lance R	Robison, Charles Earl (Chuck)	Lewis, Jeffrey A	Witte, Nathan W	Penner, David F	Steel, John	Buechler, Kathleen M	Reuss, Billie J	Wilson, Wayne	Rickert, John S	Aiken, Dale L	GajaraJ, Shashikan th	Benisch, Mario	Leonard, Richard J	Hardee, Ronald B	Shumpert, Michael	Berne, Susan L	Campbell, Joni L	Harkins, Jeremy	HDR Expenses	Subconsulta nts	Total		
Rate Schedule Code	QA/QC	Project Manager	Process Engineer	Project Engineer	EIT	Cadd/GIS Technician III	Cadd/GIS Technician IV	Cadd/GIS Technician IV	Structural Engineer	Structural EIT	QA/QC	Mechanic al	Cadd/GIS Technicia n III	QA/QC	Electrical	I&C	EIT	QA/QC	Cadd/GIS Technician II	Architect	QA/QC	Cadd/GIS Technicia n III	Modeller	Model QA/QC	Cadd/GIS Technician IV	Civil	FLS	Admin Assistant	Project Assistant	Project Accountan t I					
Billing Rate	\$275.00	\$275.00	\$250.00	\$135.00	\$110.00	\$130.00	\$140.00	\$140.00	\$135.00	\$110.00	\$250.00	\$160.00	\$130.00	\$225.00	\$135.00	\$225.00	\$110.00	\$250.00	\$110.00	\$195.00	\$195.00	\$130.00	\$110.00	\$225.00	\$140.00	\$160.00	\$160.00	\$80.00	\$95.00	\$95.00					
TASKS																																			
A. Task 1 - Preliminary																																			
1 Lab/Life Cycle Cost			4	12																														\$2,620	
2 Kickoff Meeting	6	6	8	6																												\$500		\$6,610	
3 Submit PER to KDHE		1		2																									2			\$75		\$780	
Subtotal Hours	6	7	12	20	0	0			0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2	0	0			\$10,010	
Subtotal Dollars	1650	1925	3000	2700	0	0			0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	160	0	0	575	0	\$10,010	
Total Task 1																																		\$10,010	
B. Task 2 - Design Basis (30%)																																			
1 Site Visit		8	12	8							8	12			8	12	8				12						8	12					\$4,000		\$24,400
2 Topographic Survey and Geotech			2	16		80					16																4						\$75,000		\$92,700
3 3-D Scans																																	\$25,000		\$25,000
4 Basis of Design	40	75	140	200	240	256	256	128	120	320	100	140	120	12	100	80	240	20	360	120	32	168	60	32	140	120	120	160	40					\$566,545	
5 Opinon of Probable Construct	4	4	4	8	8				10	12		22			5	5	12				22					10	12	18						\$24,960	
6 City Review Meeting		6	8	6											6	6																\$500		\$7,120	
7 KDHE Review		6	8	12	20																								10			\$500		\$8,770	
Subtotal Hours	44	99	174	250	268	336	256	128	130	332	124	174	120	12	119	103	260	20	360	154	32	168	60	32	150	144	150	170	40	0					
Subtotal Dollars	12100	27225	43500	33750	29480	43680	35840	17920	17550	36520	31000	27840	15600	2700	16065	23175	28600	5000	39600	30030	6240	21840	6600	7200	21000	23040	24000	13600	3800	0	5000	100000	\$749,495		
Total Task 2																																		\$749,495	
C. Task 3 - 60% Design																																			
1 Plans and Specification	40	50	160	240	360	280	280	144	160	240	100	160	16	16	100	180	240	28	300	170	40	160				160	120	120	160	60			\$3,000		\$601,240
2 Opinon of Probable Construct	4	5	5	5	10				10	19	5	10	19		10	9	10			29						19	10	10						\$30,250	
3 City Review Meeting		6	8	6																												\$500		\$4,960	
Subtotal Hours	44	61	173	251	370	280	280	144	170	259	105	170	35	16	110	189	250	28	300	199	40	160	0	0	179	130	130	160	60	0					
Subtotal Dollars	12100	16775	43250	33885	40700	36400	39200	20160	22950	28490	26250	27200	4550	3600	14850	42525	27500	7000	33000	38805	7800	20800	0	0	25060	20800	20800	12800	5700	0	3500	0	\$636,450		
Total Task 3																																		\$636,450	
D. Task 4 - 90% Design																																			
1 Plans and Specification	80	100	150	200	350	368	368	184	200	300	84	161	136	12	124	40	250	28	405	233	30	196				147	140	126	161				\$3,000		\$665,335
2 Opinon of Probable Construct	1	3	5	8	10				14	20		17			7	16	20			27						10	21							\$28,110	
3 City Review Meeting		6	8	6																												\$500		\$4,960	
Subtotal Hours	81	109	163	214	360	368	368	184	214	320	84	178	136	12	131	56	270	28	405	260	30	196	0	0	157	161	126	161	0	0					
Subtotal Dollars	22275	29975	40750	28890	39600	47840	51520	25760	28890	35200	21000	28480	17680	2700	17685	12600	29700	7000	44550	50700	5850	25480	0	0	21980	25760	20160	12880	0	0	3500	0	\$698,405		
Total Task 4																																		\$698,405	
E. Task 5 - Final Bid Documents																																			
1 Final Bid Plans and Specificatio	8	10	50	50	100	104	104	52	75	75	10	46	39	4	30	12	90	6	117	67	11	56				43	40	36	165					\$189,655	
2 KDHE Submittal for Permitting		4		16	24																								20			\$500		\$8,300	
3 KDHE review meeting (Optional)		6	8	6																												\$500		\$4,960	
Subtotal Hours	8	20	58	72	124	104	104	52	75	75	10	46	39	4	30	12	90	6	117	67	11	56	0	0	43	40	36	165	20	0					
Subtotal Dollars	2200	5500	14500	9720	13640	13520	14560	7280	10125	8250	2500	7360	5070	900	4050	2700	9900	1500	12870	13065	2145	7280	0	0	6020	6400	5760	13200	1900	0	1000	0	\$202,915		
Total Task 5																																			

Junction City East and Southwest WWTP Phase 2 Design
Scope and Fee

	Young, Patrick R	Lindeman, Donald E	Bunch, David	Matole, Roopa N	Hess, Brent	Keyhill, Patrick K	Willard, Sean P	Johnson, Mark Timothy	Hopson, Anthony J	Craft, Robert Anthony	Wiseman, David L	Worth, Lance R	Robison, Charles Earl (Chuck)	Lewis, Jeffrey A	Witte, Nathan W	Penner, David F	Steel, John	Buechler, Kathleen M	Reuss, Billie J	Wilson, Wayne	Rickert, John S	Aiken, Dale L	Gajaraj, Shashikan th	Benisch, Mario	Leonard, Richard J	Hardee, Ronald B	Shumpert, Michael	Berne, Susan L	Campbell, Joni L	Harkins, Jeremy	HDR Expenses	Subconsulta nts	Total				
Rate Schedule Code	QA/QC	Project Manager	Process Engineer	Project Engineer	EIT	Cadd/GIS Technician III	Cadd/GIS Technician IV	Cadd/GIS Technician IV	Structural Engineer	Structural EIT	QA/QC	Mechanic al	Cadd/GIS Technicia n III	QA/QC	Electrical	I&C	EIT	QA/QC	Cadd/GIS Technician II	Architect	QA/QC	Cadd/GIS Technicia n III	Modeller	Model QA/QC	Cadd/GIS Technician IV	Civil	FLS	Admin Assistant	Project Assistant	Project Accountan t I							
Billing Rate	\$275.00	\$275.00	\$250.00	\$135.00	\$110.00	\$130.00	\$140.00	\$140.00	\$135.00	\$110.00	\$250.00	\$160.00	\$130.00	\$225.00	\$135.00	\$225.00	\$110.00	\$250.00	\$110.00	\$195.00	\$195.00	\$130.00	\$110.00	\$225.00	\$140.00	\$160.00	\$160.00	\$80.00	\$95.00	\$95.00							
TASKS																																					
G. Task 7 - Kansas Water Pollution Control Revolving Fund (KWPCRF)																																					
1 Loan application		2	5	10	40																								8				\$8,310				
2 Fiscal Sustainability Plan		2		8	16																								8		\$100		\$4,250				
3 Draft Plan of Operation	8	4	12	20	40																												\$13,400				
4 Public hearing		16		16	32																								8		\$500		\$11,340				
5 Environmental review		2		12	24																												\$4,810				
Subtotal Hours	8	26	17	66	152	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	24	0						
Subtotal Dollars	2200	7150	4250	8910	16720	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2280	0	600	0	\$42,110			
Total Task 7																																		\$42,110			
H. Management																																					
1 Project Initiation		2	6	10																									4	4			\$4,160				
2 Project Management	20	440	80	80																									18	32			\$162,050				
3 PARR	74	4	4	4																													\$22,990				
4 Project Closeout	8	4		10	16																								8	8			\$7,930				
Subtotal Hours	102	450	90	104	16	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	30	44							
Subtotal Dollars	28050	123750	22500	14040	1760	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2850	4180	0	0		\$197,130			
Total Task 8																																		\$197,130			
Total Hours	293	797	711	1,029	1,290	1,104	1,024	516	613	986	323	588	330	44	413	383	870	82	1,182	695	113	580	60	32	529	490	457	658	174	56			16,422				
Total Billing Amount	\$80,575	\$219,175	\$177,750	\$138,915	\$141,900	\$143,520	\$143,360	\$72,240	\$82,755	\$108,460	\$80,750	\$94,080	\$42,900	\$9,900	\$55,755	\$86,175	\$95,700	\$20,500	\$130,020	\$135,525	\$22,035	\$75,400	\$6,600	\$7,200	\$74,060	\$78,400	\$73,120	\$52,640	\$16,530	\$5,320	\$15,175	\$100,000	\$2,586,435				

Estimated Project Fee \$2,586,435

Item Attachment Documents:

- c. Presentation of Pitbull Ordinance Options.

City of Junction City
City Commission Agenda Memo
February 13, 2020

From: Britain D. Stites, City Attorney

To: City Commission

Subject: Pit Bull Ordinance Options

Background: Late summer or early fall of 2018, citizens approached the Commission concerning repeal of the pit bull prohibition. In addition, the citizens communicated that they understand and accepted certain limitations or restrictions upon pit bull ownership if the ban was repealed.

February 4, 2020, a number of citizens re-announced this desire to affect policy in the City. At least one Commissioner requested City Staff to look at ordinance options.

Discussion of Issue: Upon reflection and research there appear to be a few options.

1. The City could maintain the status quo and keep the ban in place.
2. The City could do a blanket repeal of the ban and allow pit bull type dogs to be owned at the same level as any other canine.
3. The City could repeal the ban but maintain higher restrictions or parameters concerning pit bulls.

A lot of pit bull proponents point to the repeals in places such as Denver or Prairie Village. Denver replaced its pit bull prohibition with a breed-restricted license that allows Animal Protection to impose additional requirements upon owners of pit bull dogs on top of

microchipping, application process, inspection, and mandatory updates to Animal Protection about the animal's status (loose, ran away, bit someone or something, or died/moved). Animal Protection can impose altering (spaying or neutering) the animal.

Prairie Village has a vicious animal ordinance, a dangerous animal ordinance, and a "potentially" vicious animal ordinance. Though Prairie Village repealed its pit bull ban, that city maintains a more speculative ordinance with a process which can be used. The ability and efficiency of enforcing and prosecuting such an ordinance is questionable at best.

I attached a study from the Journal of the American Veterinary Medical Association ("JAVMA"). It is a 2013 study regarding variable factors surrounding dog-bite-related-fatalities ("DBRF").

Some factors revolve around the victim:

- 1 to 4 year-olds were the highest percentage of victims at 33.6% followed by over 69 year-olds at 14.1%,
- the ability to interact appropriately with the canine was compromised at 55.9%, and
- an able-bodied adult to intervene was not present at 87.1%).

Other factors regard the dog:

- sexually intact or unaltered at 82.8%
- study did not factor in breed as assigning breed status within a scientific degree of certainty could only occur in 17.6% of incidents studied as well as media and/or visually-only designation of breed is inaccurate at best
- other factors were inconclusive

- sex of dog(s)
 - exclusively male 57.8%
 - exclusively female 10.2%
 - mixed 29.0%
- number of dogs involved
 - one 57.8%
 - two 23.0%
 - three 5.1%
 - four or more 9.0%

Most factors dealt with the husbandry/care of the animal:

- animal was acclimated to its home/at least 90 days with its “family” at 78.1%,
- a dog kept isolated from regular, positive human interactions known as a “resident dog” at 76.2%,
- location of attack on owner’s property at 74.2%,
- owner as not present at time of bite at 87.1%,
- animal kept
 - on a chain at 28.9%
 - loose in a fenced yard at 13.7%
 - free (i.e. roaming) at 11.7%

The study did not show that history of neglect or abuse was a strong indicator of incidents; however, I fault other agencies for not recording or taking animal bites and aggression seriously. Maybe they only take verbal accounts without a written or digital designation of the occurrence at the very least.

There was 1997 study by the Center for Disease Control. It studied DBRF. The CDC noted that there were 279 DBRFs between

1979 through 1994. There were at least 25 DBRFs between 1995 through 1996. The CDC recorded breeds; however, it noted cross-breeds as well as the lack of ability to definitely determine the breed.

In both studies, the CDC and JAVMA made suggestions regarding what strategies can be taken:

1. Owner education: emphasize upon and teach owners that they need to go through proper selection of a dog, properly socialize it, train it, care for it, and treat it properly.
2. Spay and neuter dogs. It correlates with, if not causes, reduced aggression.
3. Supervise children. Teach children how to properly interact with dogs. It is not the dog's responsibility to tolerate the child. It is the parents' or other children caregiver's responsibility to teach the child to respect the animal.
4. Dangerous and/or Vicious Animal Enforcement.
5. Report bites. The City cannot act unless the City learns about an incident. A vicious or dangerous dog ordinance does no good if its staff cannot act upon omitted information.

Prosecutorial perspective. Over the past three years, we have had numerous dangerous dog cases. Not all of them are pit bulls, but some have involved those associated breeds. I know since the City updated and upgraded its Dangerous Dog ordinance that there have been three dangerous dog incidents. A pit bull allegedly bit a child on his rear-end. That case is currently pending. An Akita allegedly killed

a neighbor's dog after the neighbor's dog came into the Akita's yard. A pit bull allegedly killed two different domestic, family cats.

The one family surrendered the Akita after it allegedly bit their own child. The kid tried to interact with the dog while it ate.

The cat-killer chased after a cat even when it was in a child's arms. It killed the cat in front of the family. The owner and other caregivers of the pit bull have pending or previous felony drug matters in district court.

The child biter's owner is in a similar legal situation as the cat-killer's owner.

Of the numerous pit bull cases, most coincide with animal neglect or cruelty. Most deal with piles of feces, malnourishment, poor water placement, chained or tethered in the backyard, etc. Granted, those are the cases I see. That is the prosecutorial perspective.

I do not get the opportunity to see families who take care of and treat their animals with care, affection, and proper socialization.

Regarding limitations on ownership, some involve the number of animals. Others pertain to what information is provided to the City, alteration of the animal, what kind of documentation is provided, the type of leash, the type of enclosure, etc. To be honest, I weighed those options. The City needs information about the animal for licensing. Requiring a microchip makes it easier and faster for everyone involved. Limiting the number lets the City minimize perceived risk as well as keeps the owners from saturating their households with too many animals. It controls the environment people speak of so much. In addition, limiting who owns them can contribute to the care and

socialization of the animal, i.e. preventing drug-related felons or violent offenders from owning said animals.

In light of the studies and at this time, I see that regulating the type of leash and the type of enclosure could create the issues that lead to dog-bite-related-fatalities. However, we can add those in later if need be. In addition, the at-large ordinances and the requirements under the dangerous dog ordinance cover those adequately.

As a final note, I put forth an ordinance that would update two other ordinances that deal refer to 215.040(b)(18) to point to the proposed restrictions.

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

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

Recommendation: I recommend that the governing body do as it sees fit. I recommend that if the City repeals the ban that it not be a blanket repeal to balance public welfare, health, & safety with the choice to own a pit bull or not.

For clarity, I recommend that each ordinance be addressed individually and separately.

Possible Motions:

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

Pit Bull Ordinance Information

Britain D. Stites
City Attorney
February 18, 2020

Overview

- Prevalence of Breed-Specific Legislation
- Case Law and Pertinent Statutes
- Ordinance Options

Existence of Bans

How many? Where? To what extent?

Breed-Specific Legislation in Kansas

- Approximately eighty-five (85) Kansas cities have breed bans in place regarding pit bulls. Five fewer than 18 months ago.
- Two (2) counties outright ban pit bulls.
- Some declare pit bulls dangerous then ban dangerous dogs.
- Of those bans, 17 to 18 include other breeds:
 - Wolf hybrids
 - Presa canarios
 - Rottweilers
 - Doberman pinschers
 - Chow
 - “Fighting mastiff” type dogs
 - Tundra shepherds

Dangerous v. Vicious

- Dangerous

- Designation
- Requires judicial ruling or administrative label
- Once designated:
 - Regulated
 - Microchip
 - Muzzle
 - Fence
 - Special license
 - OR prohibited from City
 - Leads to criminal liability on second or subsequent actions.

- Vicious

- Clear and Present Threat to Safety
- Address Officers' ability and opportunity to respond to threat.
- Addresses more instant threat to safety
- More instant and severe penalties

State of Bans

- Unified Government of Wyandotte County/Kansas City, KS – repealed pit bull ban.
- Prairie Village, KS – recently repealed pit bull ban.
- Hillsboro, KS – recently repealed ban in favor of only using a dangerous dog ordinance.
- Herington, KS – repealed as well for vicious animal.
- Pratt, KS – repealed and replaced with dangerous dog.
- Salina, KS – up for debate but still in place.
- Lindsborg, KS – maintained ban after it was brought before the city commission.

Comparison by Population (2010 Census)

- Dodge City – 27,340 – pit bulls banned by Ordinance 3382.
- Garden City – 26,58 – no ban but dangerous dog ordinance.
- Emporia – 24,916 – no ban but vicious animal ordinance.
- **Junction City – 23,353 – pit bulls are banned and dangerous dog ordinance revised in 2018.**
- Derby – 22,158 – no ban but dangerous/vicious dog ordinance.
- Prairie Village – 21,447 – Pit bull ban repealed.
- ¹¹⁷ **ays – 20,510 – Dangerous and vicious dog. Pit bulls are *de jure* dangerous but not vicious. Restrictions but not banned.**

Comparison in Region

- Abilene – banned pit bulls. Phasing out currently registered pit bulls.
- Clay Center – banned pit bulls.
- Council Grove – no information.
- Fort Riley – pit bulls are banned along with other breeds.
- Herington – lifted ban.
- Manhattan – dangerous dogs with higher degree of care and liability for Pit Bulls and other breeds.
- Wamego – explicitly does not have a breed ban.

Law Surrounding Canines

Hearn v. City of Overland Park, 244 Kan. 638 (1989)

- Overland Park city council adopted ordinance defining pit bull and subsequently regulating said breed from the city in 1987. Used same language as Junction City to define a pit bull.
- Prima facie proof that dog is pit bull if previously registered as a pit bull.
- Regulations included:
 - Restrained or kenneling of pit bull
 - Leash and muzzle when outdoors
 - Display “Beware of Dog” sign on premises
 - Maintain \$50,000 single-incident liability insurance
- Dog owners challenged breed-specific legislation banning pit bulls.
- Argued it was vague.

Hearn v. City of Overland Park, 244 Kan. 638 (1989)

- Kansas Supreme Court held that ordinance was not vague in definition of pit bull based on characteristics of those three breeds.
 - It is a factual determination but not vague.
- Held that it did not violate due process. City's police power (under Home Rule) allows City to prohibit use of property in certain purposes in aid of the public safety and general welfare.
- Regulation and affecting rights of those who own pit bulls does not impugn equal protection. Dog owners of a particular breed are not a protected class.
- Plaintiffs appealed to the United States Supreme Court. The Supreme Court denied their writ of certiorari.

Hearn v. City of Overland Park, 244 Kan. 638 (1989)

- Plaintiffs appealed to the United States Supreme Court. The Supreme Court denied their writ of certiorari.
- Lack of vagueness reaffirmed in *State v. Daniel Lee*, 45 Kan.App.25 1001, 257 P.3d 799 (2011).

Effect of Passed Petition

- K.S.A. 12-3013
- Legalize Bully discussed and attempt a petition to pass an ordinance.
 - 25% of electors in the last municipal election.
 - Presented to City Clerk.
- If such petition is valid, then it is presented to the Commission.
- If the Commission approves, then ordinance, as written, becomes unmodifiable law for a decade.
- If the Commission disapproves, then the proposed ordinance goes to ballot. If the electorate approves, then it becomes law for a decade. City is unable to repeal or modify the ordinance during that timeframe.

Various Ordinances

Review of Wyandotte County, Wichita, and Manhattan

Wyandotte County Unified Government



Repealed Pit Bull Ban

May 30, 2019

Wyandotte County Unified Government

- Sec. 7-219 – Pit Bull Ban – *REPEALED*
- Sec. 7-217 – Dangerous Animal – one which has caused a bite injury or killed another dog or cat.
- Sec. 7-218 – Vicious Animal – one which has caused great bodily harm, disfigurement, or death to any person.

City of Prairie Village, Kansas



Repealed Pit Bull Ban
February 4, 2020

City of Wichita, Kansas



Amended Pit Bull Law
July 1, 2009 and Onward

Wichita: Pit Bull Defined

- *Pit Bull dog* is defined to mean any and all of the following dogs:
 - 1. The Staffordshire Bull Terrier breed of dogs;
 - 2. The American Staffordshire Terrier breed of dogs;
 - 3. The American Pit Bull Terrier breed of dogs;
 - 4. Dogs which have the appearance and physical characteristics of being predominately of the breeds of dogs known as Staffordshire Bull Terrier, American Pit Bull Terrier or American Staffordshire Terrier.

Wichita: Pit Bull Defined continued

- A dog which possesses five out of the following eight characteristics shall be considered to be a Pit Bull:
 - 1. Head is medium length, with a broad skull and very pronounced cheek muscles, a wide, deep muzzle, a well-defined, moderately deep stop, and strong under jaw. Viewed from the front the head is shaped like a broad, blunt wedge.
 - 2. Eyes are round to almond shaped, are low in the skull and set far apart.
 - 3. Ears are set high. Un-cropped ears are short and usually held rose or half prick, though some hold them at full prick.
 - 4. Neck is heavy and muscular, attached to strong, muscular shoulders.
 - 5. Body is muscular, with a deep, broad chest, a wide front, deep brisket, well-sprung ribs, and slightly tucked loins.
 - 6. Tail is medium length and set low, thick at the base, tapering to a point.
 - 7. Hindquarters are well muscled, with hocks, set low on the legs.
 - 8. Coat is a single coat, smooth, short and close to the skin. Pit bull puppies have the same characteristics, though in juvenile or adolescent form. Muscles, along with breadth and depth of head and chest may be less developed. Specifically excepted from this definition is any dog with proof, by a written certification from a veterinarian licensed in the State of Kansas, that the dog does not contain in its lineage any American Pit Bull Terrier, American Staffordshire Terrier or Staffordshire Bull Terrier.

Wichita: Ordinance 6.04.052

- (a) All adult pit bulls within the City of Wichita are required to have an identification microchip implanted in the dog traceable to the current owner and registered with the City of Wichita. Such microchip information shall be included in the dog's annual license application with the City of Wichita. The owner, keeper or harborer shall pay all costs associated with the microchip procedure.
- (b)
 - It shall be unlawful for any person to own, keep or harbor an adult unaltered Pit Bull, unless such person is licensed as a dog breeder pursuant to section 6.04.155.
 - No licensed dog breeder shall own, keep or harbor more than two unaltered adult Pit Bulls.
 - Such dogs must be micro-chipped as required by this title.
 - The provisions of this section shall not apply to any unaltered Pit Bull which was located within the City of Wichita as of July 1, 2009, and such dog was being utilized as: (1) a service dog to accommodate an individual with a disability recognized by the Americans with Disabilities Act, or (2) a show dog which has been certified to have been shown in a qualified show by December 31, 2009.
 - No person shall own more than two such service dogs or show dogs, unless otherwise exempted in this title. Any person who owns such a show dog shall be required by March 31, 2010 to obtain a waiver from the Chief of Police or designee in order to retain the unaltered status of the Pit Bull. Such waiver shall be renewed on an annual basis under the guidelines specified by the Chief of Police or designee and shall cost the sum of \$50.00 per waiver per year. Waivers can be revoked by the Chief of Police or designee pursuant to the provisions of 6.04.157.
 - Any such service dog or show dog must be micro-chipped as required by this title. Sterilization of a Pit Bull described in this section, shall not be required upon certification, presented to the Supervisor of Animal Control, a veterinarian licensed by the state of Kansas, that such sterilization would be injurious to such dog due to its health or age.

Wichita: Ordinance 6.04.052

- (c) It shall be unlawful for any person to own, keep or harbor more than two Pit Bulls unless otherwise exempted in this title.
- (d) It shall be unlawful for more than two adult Pit Bulls, to be owned, kept, or harbored on the same premises or dwelling.
- (e) Any person who owns a Pit Bull, as of July 1, 2009, shall have six months thereafter, to microchip and surgically sterilize such animal or apply for a breeder's license pursuant to this title, unless exempted under section (b) above.
Sterilization of the Pit Bull shall not be required upon certification, presented to the Supervisor of Animal Control, by a veterinarian licensed by the State of Kansas that such sterilization would be injurious to such dog due to its health or age.

Wichita: Ordinance 6.04.052

- (f) Any person who had a current animal maintenance permit or variance for three or more Pit Bulls, at the time of passage of the ordinance shall be permitted to keep, but not replace such dogs until their number equals no more than two dogs. Such dogs must be registered, micro-chipped and surgically sterilized in accordance with this title, unless otherwise exempted within this title.
- (g) Any person aggrieved by the determination of the Chief of Police or designee that a dog is a Pit Bull as defined by section 6.04.010 of this title, shall have the right to appeal such determination as set forth in section 6.04.158.
- (h) The provisions of this section shall not apply to dogs which are temporarily located within the City of Wichita for participation in dog shows which are sanctioned by the American Kennel Club, United Kennel Club, the Wichita Kennel Club or the American Dog Breeders Association, or unless otherwise recognized by the Chief of Police or designee.
- (133) Any individual who fails to comply with the requirements of this section shall be guilty of a misdemeanor.

Wichita: Ordinance 6.04.052

- (f) Any person who had a current animal maintenance permit or variance for three or more Pit Bulls, at the time of passage of the ordinance shall be permitted to keep, but not replace such dogs until their number equals no more than two dogs. Such dogs must be registered, micro-chipped and surgically sterilized in accordance with this title, unless otherwise exempted within this title.
- (g) Any person aggrieved by the determination of the Chief of Police or designee that a dog is a Pit Bull as defined by section 6.04.010 of this title, shall have the right to appeal such determination as set forth in section 6.04.158.
- (h) The provisions of this section shall not apply to dogs which are temporarily located within the City of Wichita for participation in dog shows which are sanctioned by the American Kennel Club, United Kennel Club, the Wichita Kennel Club or the American Dog Breeders Association, or unless otherwise recognized by the Chief of Police or designee.
- (134) Any individual who fails to comply with the requirements of this section shall be guilty of a misdemeanor.

City of Burden, Kansas



Repealed Pit Bull Ban
Not Blanket Lift Though
January 22, 2018

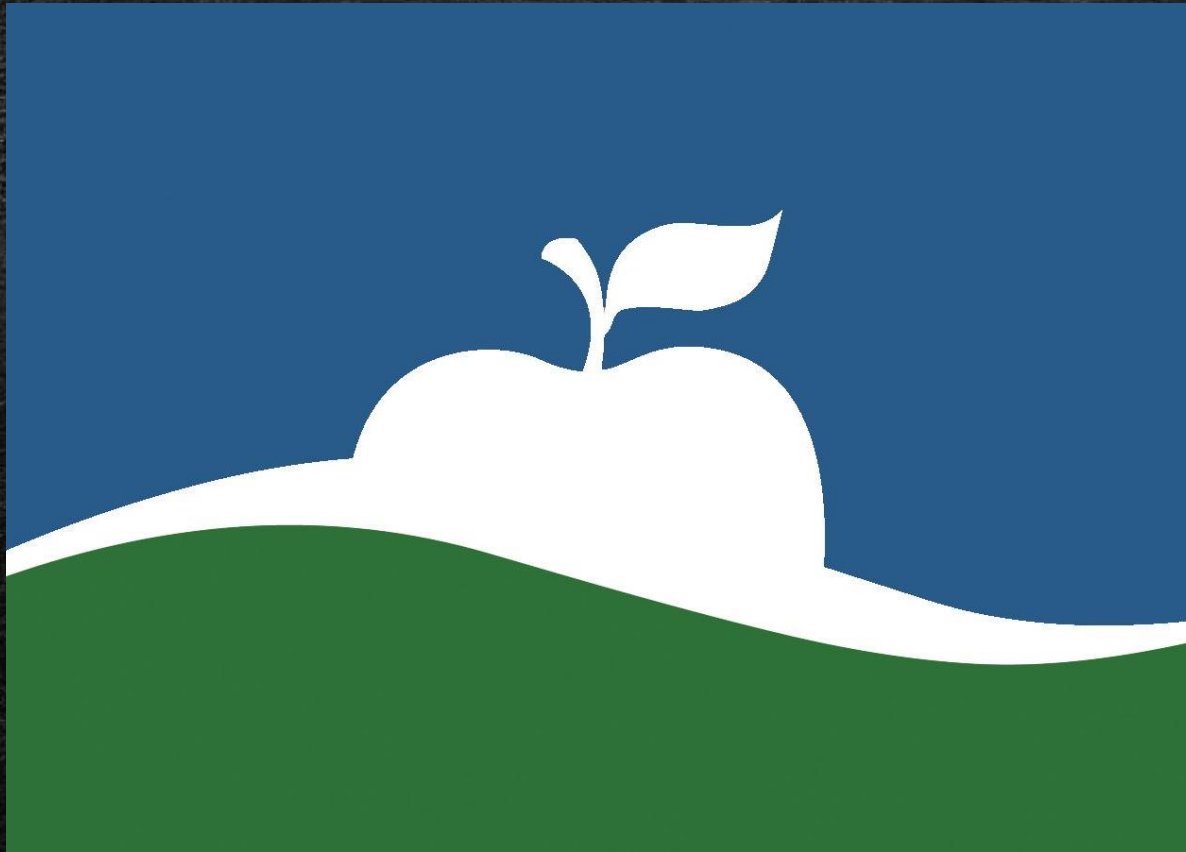
Burden: Ordinance No. 388

- Defines Pit Bull identical to Junction City.
- Shall register and license. Must apply for license.
- Owner or applicant shall have a background check done through the KBI.
- Requires microchip.
- Limit of two per residence.
- Required to be “surgically sterilized”.
- Must be kept within a secure enclosure or leashed & muzzled.

Burden: Ordinance No. 388

- Owner, harborer, possessor, or fellow resident cannot be a felon of any kind.
- Illegal to sell, barter, or give away a Pit Bull.
- Gave a sixty (60) day period after adoption of the ordinance for owners to comply.

City of Manhattan, Kansas



Amended Dangerous Dog
July 17, 2007

Manhattan Dangerous Dogs: Ordinance 6-25

- (a) As used in this section, "dangerous dog" shall mean and include any of the following:
 - (1) Any dog which has a propensity, tendency or disposition to attack unprovoked, to cause injury or to otherwise endanger the safety of human beings or domestic animals; or
 - (2) Any dog which has attacked a human being or domestic animal without provocation; or
 - (3) Any dog kept or harbored primarily, or in part, for the purpose of dog fighting, or any dog trained for dog fighting; or
 - (4) Any dog, not owned by a governmental or law enforcement unit, used primarily to guard public or private property; or
 - (5) Any dog that has been determined to be a dangerous dog in an administrative hearing pursuant to subsection 6-25(d); or
 - (6) Any dog that has become a dangerous dog upon first conviction pursuant to subsection 6-30(c) and upon second conviction pursuant to subsection 6-30(b).

Manhattan Dangerous Dogs: Ordinance 6-25

- (b) It shall be unlawful for any person to own, keep or harbor a dog that such person knows, or reasonably should know, to be a dangerous dog, unless the owner, keeper or harborer complies with all of the following requirements:
 - (1) *Confinement.*
 - (2) *Leash and muzzle.*
 - (3) *Notice.*
 - (4) *Registration and reporting.*
 - (5) *Insurance.*
 - (6) *Neutering.*
 - (7) *Identification.*

Manhattan Dangerous Dogs: Ordinance 6-25

(c) Any owner, keeper or harbinger of a dog that is a size and breed that allows the dog to be capable of inflicting life-threatening injuries upon human beings or domestic animals is hereby held to a very high standard of care regarding their knowledge of factors or incidents that indicate that the dog may be dangerous as defined in subsection (a). The court, in determining whether an owner, keeper or harbinger of such dog reasonably should know about the dog's dangerousness, shall apply such very high standard. Examples of breeds to which this standard applies include, but are not limited to, the following, to wit:

- (1) American Pit Bull Terrier;
- (2) American Staffordshire Terrier;
- (3) Argentine Dogo;
- (4) Cane Corso;
- (5) Chow;
- (6) Dogue de Bordeaux;
- (7) Doberman Pinscher;
- (8) Fila Brasileiro;
- (9) German Shepherd;
- (10) Perro de Presa Canario;
- (11) Rottweiler;
- (12) Staffordshire Bull Terrier;

() Any dog, whether purebred or mix, that has the appearance and characteristics of any one of the breeds listed in subsections (1) through (12).

Denver and Its Repeal

- Repealed Pit Bull breed-specific ban.
- To own, keep, or harbor a pit bull, one must obtain a breed-restricted license.
- Must provide in application:
 - name,
 - address,
 - two (2) emergency responsibility people,
 - new annual fee & license,
 - proof of microchip,
 - proof of rabies vaccination, and
 - any other such information as reasonably required by animal control.

Denver and Its Repeal

- No more than two (2) pit bulls per household, owned or harbored.
- Shall notify animal protection within eight (8) hours of the animal escaping, attacking, or biting.
- Shall notify animal protection within twenty-four (24) hours of moving or death of pit bull.
- License reviewed at end of thirty-six (36) months to become unrestricted. Animal protection may lift the aforementioned restrictions.
- Ordinance planned to be reviewed in five (5) years.

Options on Ordinances

What to Keep, What to Change, What to Throw Away

The City's Ordinances

215.040(b)(18) Pit Bull Ban

- Shall not keep, harbor, own, or in any way possess a pit bull dog within the City.
- Includes
 - Staffordshire Bull Terrier
 - American Pit Bull Terrier
 - American Staffordshire Pit Bull Terrier
 - Any dog which has the appearance and characteristics of being predominantly of the breeds of Staffordshire Bull Terrier, American Pit Bull Terrier, American Staffordshire Terrier, or any combination of these breeds.

Dangerous Dog: 215.045(a)

- Updated in September 2018
- Gives clear procedure similar, if not identical, to other cities.
- Civil declaration of animal as “Dangerous Dog”.
- Criminal penalties for
 - not following administrative requirements of Declared Dangerous Dog
 - Registration
 - Microchip
 - Confinement
 - Muzzle
 - Altering (Spay/Neuter)
 - Dangerous Dog-at-Large
 - Dangerous Dog Attacking a Person
 - Dangerous Dog Attacking Domestic Animal

The City's Ordinances

- Pit Bull Ban is a breed ban.
- Interplays with American with Disabilities Act (“ADA”)
 - Applies to City via Title II of the Code of Federal Regulations
 - Service Dog
 - Is it a service animal?
 - What task/purpose does it perform?
- Includes Fair Housing Act (“FHA”)
 - Applies to landlords, not City.
 - May apply to Nebraska municipalities: *City of Arapaho v. Wilkinson*.

Ordinance Options

- Maintain the Ban
 - Nothing further
 - Additions
- Repeal the Ban
 - No additional requirements on pit bulls
 - Additional requirements on pit bulls
 - Higher standard of care
 - Same standard of care

The Proposal at Hand

Repeal Current Pit Bull Prohibition

- Amend Ordinance 215.040
- Strike the language of (b)(18) which defines and prohibits pit bulls.

Add Restrictions or Limitations

- Microchip
- Microchip matches License Application
- Pit Bulls must be altered (spayed/neutered)
- No more than two per residence/dwelling
- Shall not possess if:
 - Convicted of a felony drug, paraphernalia, or drug distribution in the past decade
 - Currently a registered drug or violent offender
- Criminalize falsifying documentation certifying the dog's breed lineage.

Questions and Clarifications

Co-occurrence of potentially preventable factors in 256 dog bite-related fatalities in the United States (2000–2009)

Gary J. Patronek, VMD, PhD; Jeffrey J. Sacks, MD, MPH; Karen M. Delise; Donald V. Cleary, BA; Amy R. Marder, VMD

Objective—To examine potentially preventable factors in human dog bite-related fatalities (DBRFs) on the basis of data from sources that were more complete, verifiable, and accurate than media reports used in previous studies.

Design—Prospective case series.

Sample—256 DBRFs occurring in the United States from 2000 to 2009.

Procedures—DBRFs were identified from media reports and detailed histories were compiled on the basis of reports from homicide detectives, animal control reports, and interviews with investigators for coding and descriptive analysis.

Results—Major co-occurrent factors for the 256 DBRFs included absence of an able-bodied person to intervene ($n = 223$ [87.1%]), incidental or no familiar relationship of victims with dogs (218 [85.2%]), owner failure to neuter dogs (216 [84.4%]), compromised ability of victims to interact appropriately with dogs (198 [77.4%]), dogs kept isolated from regular positive human interactions versus family dogs (195 [76.2%]), owners' prior mismanagement of dogs (96 [37.5%]), and owners' history of abuse or neglect of dogs (54 [21.1%]). Four or more of these factors co-occurred in 206 (80.5%) deaths. For 401 dogs described in various media accounts, reported breed differed for 124 (30.9%); for 346 dogs with both media and animal control breed reports, breed differed for 139 (40.2%). Valid breed determination was possible for only 45 (17.6%) DBRFs; 20 breeds, including 2 known mixes, were identified.

Conclusions and Clinical Relevance—Most DBRFs were characterized by coincident, preventable factors; breed was not one of these. Study results supported previous recommendations for multifactorial approaches, instead of single-factor solutions such as breed-specific legislation, for dog bite prevention. (*J Am Vet Med Assoc* 2013;243:1726–1736)

Dog bite-related injury has been viewed as a preventable public health problem. Although extremely rare events, human DBRFs have assumed a disproportionate role in the discussion of prevention and public understanding of the much larger issue and far more frequent event of nonfatal injuries from dog bites.^{1,2} Two early case series^{3,4} of DBRFs set the stage for use of media reports as sources of data for analysis. Subsequently, 4 related and highly influential reports incorporated national mortality rate data to improve case

From the Center for Animals and Public Policy, Department of Environmental and Population Health, Cummings School of Veterinary Medicine, Tufts University, North Grafton, MA 01536 (Patronek); Sue Binder Consulting Inc, 3958 Preston Ct NE, Atlanta, GA 30319 (Sacks); the National Canine Research Council, 433 Pugsley Hill Rd, Amenia, NY 12501 (Delise, Cleary); and the Center for Shelter Dogs at the Animal Rescue League of Boston, 10 Chandler St, Boston, MA 02116 (Marder).

The National Canine Research Council supported the efforts of Karen Delise from 2006 to 2011 for assembly of case reports and data abstraction and Kara Gilmore, JD, for assistance with data abstraction and validation from case reports.

Donald Cleary is Director of Communications and Publications at the National Canine Research Council and Treasurer of Animal Farm Foundation, parent organization of the National Canine Research Council.

Presented in part as an oral presentation at the AVMA Annual Convention, Chicago, July 2013.

Address correspondence to Dr. Patronek (gary.patronek@tufts.edu).

ABBREVIATIONS

BSL	Breed-specific legislation
DBRF	Dog bite-related fatality

ascertainment but still relied on media reports, which may be impossible to verify for completeness and accuracy, to characterize DBRFs during the periods 1979 to 1988,⁵ 1989 to 1994,⁶ 1995 to 1996,⁷ and 1979 to 1998.⁸

Of the factors related to dog bites reported in the media as well as in scientific literature, the breed of dog has come to dominate public policy discussions about prevention and control. The undue emphasis on breed has contributed to a lack of appreciation of the ownership and husbandry factors that more directly impact dogs and the complex genetic factors that work in combination with husbandry to influence a dog's behavior and responses to a given set of stimuli. This is unfortunate because even studies that relied on media accounts and described the reported breeds reiterated the importance of a more nuanced understanding of the circumstances leading to DBRFs and dog bites in general.^{5–8} More recently, the advent of commercially available DNA technology,⁹ along with studies demonstrating the unreliability of visual breed identification of mixed-breed dogs of known parentage⁹ and dogs of

undocumented heritage,¹⁰⁻¹³ has cast further doubt on the accuracy of news accounts and published reports of studies that relied on third-party reporting of breed.

Indeed, what is striking is the consistency with which experts agree that dog bites cannot be adequately understood by examining single factors in isolation.¹⁴⁻²² Furthermore, major professional bodies (eg, veterinary associations in the United States^{21,22} and Europe,^{23,24} the American Bar Association,²⁵ the National Animal Control Association,²⁶ and major humane organizations^{27,28}) have not recommended single-factor solutions such as BSL (ie, enacting regulations that either prohibit dogs on the basis of presumed breed or appearance or that impose additional requirements and expense with respect to their keeping) as dog-bite prevention strategies. It has been shown mathematically that BSL is unlikely to be effective²⁹; moreover, in a recent Canadian study,³⁰ there was no significant reduction in hospitalization rates for dog-bite injury in communities before and after BSL was introduced. Nevertheless, BSL has been promoted as an effective single-factor solution to the problem of dog bites.³¹ Accordingly, some communities have enacted BSL in the hope of improving public safety, potentially ignoring other more policy-relevant factors and diverting resources from more effective prevention measures.

To improve the evidence base for understanding and prevention of dog bites, the purpose of the study reported here was to examine potentially preventable factors in DBRFs on the basis of data from sources that were more complete, verifiable, and accurate than media reports used in previous studies. Our intent was to analyze data from previously unused sources (ie, in-depth investigations based on police reports and homicide investigations as well as coroner reports, animal control reports, and photographs); examine previously unreported behaviorally relevant and potentially policy-relevant factors associated with the victims, the dogs, the husbandry of the dogs, and the situational factors attendant to these incidents; describe the co-occurrence of these factors; and characterize the reliability and accuracy of breed attribution in media accounts of DBRFs.

Materials and Methods

Case ascertainment and definition—We attempted to identify all DBRFs in the United States during the 10-year period from 2000 to 2009. A DBRF was defined as a death resulting from the mechanical trauma of a dog bite. Persons dying of causes such as infection following a dog bite or other trauma associated with a dog-related incident (eg, a fall) were not considered DBRFs in this study. Initially, cases were identified through media reports via a daily Internet search^b with the following terms: dog bite, dog mauling, dog mauled, dog attack, dog bite injuries, dog bite death, and fatal bites. Investigation of cases and collection of data commenced as soon as a case was identified and were conducted prospectively beginning in 2000 with follow-up on existing cases continuing through December 2011. In approximately 20 cases involving dog bites where the cause of death was not clearly identified in the media reports, we contacted the relevant medical examiner or coroner to confirm the cause of death.

As a completeness check for DBRFs occurring from 2000 to 2007, we used national death data, searching for deaths with the International Classification of Disease Revision 10 (ICD-10) code W54 (bitten or struck by dog) as the underlying or contributory cause of death. For deaths identified in media reports but missing from the national death data (ie, not coded as W54 [approx 5 cases/y]), we used confirmation from the coroner or medical examiner as the criterion for inclusion. When cases were listed in the national death reports but not identified through media reports, this was often because the cause of death was due to an excluded cause (eg, an infection following a dog bite). For DBRFs occurring after 2007, this cross-check was no longer possible because national death reporting suppressed identifiers that allowed such cross-checks to occur.

Data sources—The primary source of the data was law enforcement agencies. The primary investigator (usually a homicide detective or other law enforcement officer) who interviewed witnesses, performed a detailed examination of the scene, compiled case reports, and obtained an in-depth narrative account of the investigation was contacted. In cases where the investigation resulted in criminal charges, the investigator could only be interviewed after the case was closed. When law enforcement investigators were unable to provide information through interviews, attempts were made to obtain police reports or to locate or interview other sources. Attempts were made to obtain all other documentation that might be relevant to the case (eg, animal control bite reports, autopsy reports, crime scene photos, and photographs of the dog). Because a DBRF may involve criminal liability on the part of a person or persons, investigators initially determine either that criminal charges are not applicable, in which case their investigation closes quickly (eg, weeks to months), or that criminal charges may be applicable, in which case their investigation is more protracted (months to years). Contact with the investigator was maintained for the duration of the case, and new facts were obtained as they became available. During the study, information was compiled over a sufficiently long period for the entire range of available facts surrounding an incident to have come to light.

Definition of variables—With respect to the decedent's relationship to a dog (or dogs), an owner was defined as an adult with an established relationship with a dog who provided care and maintained custody of the dog for ≥ 90 days. A familiar relationship was defined as an established positive relationship with the dog other than owner or primary caretaker (eg, someone who is regularly present and familiar to the dog, such as a spouse, parent, child, other relative, or roommate, and who regularly interacts with the dog in positive and humane ways); an incidental relationship was defined as an association with the dog other than owner or primary caretaker (eg, someone who is regularly present at the home, such as a spouse, parent, child, other relative, or roommate, and who does not regularly interact with the dog in positive and humane ways); and no established relationship was defined as a visitor to the home, an intruder to property, or a passerby. Victims

were deemed unable to interact appropriately with the dog if they were < 5 years of age or they had limited mental or physical capacity that increased their vulnerability (eg, dementia, alcohol intoxication, impairment from drugs, or uncontrolled seizure disorders).

The status of a dog in a household was differentiated as either a resident dog or family dog. A resident dog was a dog, whether confined within the dwelling or otherwise, whose owners isolated them from regular, positive human interactions. A family dog was a dog whose owners kept them in or near the home and also integrated them into the family unit, so that the dogs learned appropriate behavior through interaction with humans on a regular basis in positive and humane ways.

Evidence that an owner allowed the dog to be a danger to others (eg, previous bite incidents and running at large) was classified as mismanagement. A history of neglect by the owner included instances of dogs not given access to shelter, food, water, or shade and dogs with untreated medical conditions. More extreme events (eg, severe starvation, seemingly more deliberate than simple neglect; an owner witnessed beating a dog previously; an owner sexually abusing a dog; an owner using a dog for dog fighting; or evidence of deliberate physical punishment or deprivation) were classified as owner abuse. For example, an owner bragged that after his dogs had eaten food off the stove, "as punishment he fed the dogs dish soap for a week; no dog food, just dish soap."

Coding and verification—A standardized instrument^c for abstracting information from the case report narratives was developed after a review of scientific literature and extensive discussion, with the intent to capture basic human and dog demographic information as well as environmental and situational variables that would be behaviorally relevant from a dog's perspective. Categories were defined and coded as follows: victim's age (< 90 days, 3 to < 12 months, 1 to 4 years, 5 to 9 years, 10 to 14 years, 15 to 69 years, or > 69 years); victim's gender (male or female); victim's relationship to dog (none, familiar, incidental, owner or primary caretaker, or unknown); duration of ownership on date of incident ($\leq$ 90 days, > 90 days, or unknown); occurrence of bite in presence of owner or primary caretaker (yes, no, or unknown); presence of able-bodied person able to intervene on behalf of the victim at the time of the incident (yes, no, or unknown); victim's vulnerability increased on the basis of age or limited mental or physical capacity (no [ie, victim able to assist in the interaction via perception or communication between a dog and a human; persons $\geq$ 13 years of age], yes [ie, children < 5 years of age; cognitive impairment due to age, mental disability, physical disability, alcohol or drug-related intoxication, or seizures], possibly [ie, victim possibly unable to interact appropriately [eg, children 5 to 12 years of age or persons with cognitive impairment due to age or other mental disability, physical disability, alcohol or drug-related intoxication, or seizures]]], or unknown); evidence of animal abuse or neglect (yes, no, or unknown); owner mismanagement of dog (yes, no, or unknown); criminal charges filed against owner, parent, or primary caretaker in

connection with incident (yes, no, or unknown); status of dog in household (resident dog, family dog, or undetermined [evidence of human-canine relationship not available or inconclusive]); typical housing of dog (chained, confined [kennel, shed, or pen in yard], loose in fenced yard, loose in unfenced yard, indoor isolation [basement, garage, porch, laundry room, or crate], regular roaming loose off owner's property, inside home and not in isolation, indoor and outdoor, or unknown); location of incident with respect to property where dog normally resided (off property, on property, both [ran off property to attack victim], or unknown); duration of dog's residence on property if incident occurred on resident property ($\leq$ 90 days, > 90 days, unknown, and not applicable [ie, off-property incident]); number of dogs known to have been involved in incident (1 dog, 2 dogs, 3 dogs, $\geq$ 4 dogs, or unknown); sex of dog or dogs involved (male, female, both male and female, or unknown); reproductive status of dog or dogs (spayed or castrated, sexually intact, both spayed or castrated and sexually intact, and unknown); breeding status of sexually intact dog or dogs involved in incident (not applicable [ie, dogs that are neutered or do not match other categories]; female in estrus; pregnant female; sexually intact female with puppies; sexually intact female with subadult offspring; sexually intact male in vicinity of female in estrus, pregnant, or with puppies; both sexually intact male and female; or unknown).

To verify the coding categories and definitions were understandable and repeatable, 2 individuals (KMD and Kara Gilmore, JD) separately coded 20 case reports and compared results. Based on discrepancies and problems identified, the form was revised and the same 2 individuals recoded the same 20 case reports, plus an additional 30 new cases. For the 19 variables coded with 3 to 9 possible assignments of value, there was exact agreement in value assignment in 915 of 950 (96%) cells. A third person (ARM) coded a sample of 20 case reports, and there was exact agreement in value assignment in 355 of 380 (93%) cells. The final coding of the remaining case narratives was done by 1 person (KMD).

Reliability and accuracy of breed identifications—It should be noted that the source of breed descriptors in media reports is usually unknown, potentially being neighbors, first responders, or other witnesses who may or may not have any first-hand knowledge of the dog or dogs involved in an incident. Homicide detectives typically made no independent determination of breed for inclusion in their reports. We defined a valid determination of breed as documented pedigree, parentage information, or results of DNA analysis. With the understanding that the number of such cases would be limited, we also allowed for agreement of news accounts, animal control assessment, and the photographic evidence for a given dog involved in a DBRF to conclude that it was reasonable to identify the dog as a purebred dog. In cases without pedigree information, parentage, DNA test results, or photographic evidence, validity of breed attributions could not be determined. As a second level of analysis and to provide additional information about the reliability of media reports, the concordance of the reported breed descriptors among

sources was assessed, with the understanding that it would still be very difficult to know whether the assigned breed was correct even if there was agreement among sources.

Concordance was defined on the basis of both a strict and expanded definition. First, for the strict scenario, concordance was defined as an exact match in the reported breed descriptor between 2 accounts. Therefore, if one account reported a purebred dog (eg, Rottweiler) and another reported the same dog as mixed breed (eg, Rottweiler–German Shepherd Dog mix), the reports were considered discordant (not a match). For the expanded definition of concordance, breed descriptors did not need to be exact matches. For example, if one account reported a purebred dog (eg, Rottweiler) and another reported the same dog as a mixed breed that included that pure breed (eg, Rottweiler–German Shepherd Dog mix), it was considered to have an overlap of 1 breed descriptor and was therefore concordant by the expanded definition.

Pit bull-type dogs posed a special challenge because this colloquial designation is not a breed per se but a descriptor of a heterogeneous group whose membership includes various purebred dogs and presumed mixes of breeds; this descriptor varies according to the definition used in various statutes and ordinances and the opinions of the observer.^{32–40} The 3 breeds most commonly grouped under the term pit bull in US BSL are American Pit Bull Terrier, American Staffordshire Terrier, and Staffordshire Bull Terrier. Thus, for our strict definition to be concordant, the terms used in differing reports had to be: pit bull, pit bull terrier, American Pit Bull Terrier, American Staffordshire Terrier, or Staffordshire Bull Terrier (without the term mix). Thus, pit bull and American Staffordshire Terrier would be concordant, but pit bull and pit bull mix would be discordant, as would American Staffordshire Terrier and American Staffordshire Terrier mix. For the expanded definition, concordances related to pit bull-type dogs were considered when reported as pit bull, pit bull terrier, pit bull mix, pit bull terrier mix, American Pit Bull Terrier, American Staffordshire Terrier, Staffordshire Bull Terrier, or any alleged mix thereof.

Single dog incidents and multiple dog incidents were analyzed separately. For multiple dog incidents, we truncated those studied to events involving 2 to 6 dogs because some DBRFs involved an unknown number of dogs or dogs that could not be located (hence lacked an animal control assessment). Discordance rates for breed reports from differing sources were calculated as per 100 dogs.

Finally, in cases without documented pedigree, parentage, or DNA information but where photographs of the dog or dogs involved were available, a veterinary behaviorist (ARM), who was unaware of the breed descriptor used in the media or animal control reports, attempted to determine whether the dog could reasonably be described as a recognized purebred dog but did not attempt to guess at possible breed mixes. Concordance with the media report was assigned on the basis of the expanded definition.

Statistical analysis—Data were entered into an electronic spreadsheet and imported into a commercial

software package.⁴ Descriptive statistics were compiled and cross-tabulations were performed to explore relationships between variables. Co-occurrence among factors was examined with respect to factors that we believed had independent effects and minimal opportunity for overlap in definition (victim having no familiar relationship to the dog, no able-bodied person being present, victim being compromised in ability to interact appropriately with the dog, dog being a resident dog instead of a family dog, owner failing to have the dog spayed or castrated, evidence of mismanagement of dog by owner, and owner having a history of abuse or neglect of dog). Fatal bite rates per 1 million person-years were calculated on the basis of intercensal estimates.⁴¹ Fatal bites per 1 million dogs were calculated for 2 years (2001 and 2006)^{42,43} when pet survey ownership data were available and then the mean was calculated.

Results

Primary sources—Law enforcement sources (homicide detectives, chiefs of police, sheriffs, or other investigators) were interviewed with regard to 177 of the 256 (69.1%) DBRFs. Animal control officers were interviewed with regard to 44 of 256 (17.2%) DBRFs. Other persons familiar with the cases (eg, veterinarians, prosecutors, owners, and witnesses) were interviewed with regard to 24 of 256 (9.4%) DBRFs. For 11 (4.3%) cases, no primary source could be interviewed but 2 of these DBRFs were reported extensively in the media and were the subject of high-profile trials.

Frequency of fatal bites—Fatal dog bites were extremely rare throughout the 10-year period of study, with a mean of 25.6 events/y in an annual human population of approximately 295.5 million and an annual dog population of approximately 68.8 million. This corresponded to approximately 0.087 fatal bites/1,000,000 person-years and 0.38 fatal bites/1,000,000 dogs in the United States.

Victim-related factors—Nearly half (116/256 [45.3%]) of victims were < 5 years of age, and a slight majority (140/256 [54.7%]) were male (Table 1). Only 17 (6.6%) victims were established owners; most victims (218/256 [85.2%]) either had an incidental relationship with the dog or no relationship to the dog. In 143 of 256 (55.9%) DBRFs, the victim was deemed unable to interact appropriately with the dog and, in another 55 (21.5%) instances, deemed possibly unable to interact appropriately (eg, children aged 5 to 12 years or persons with cognitive impairment due to age or other mental disability, physical disability, intoxication [alcohol or drugs], and seizures).

Among the 143 DBRFs where the victim was deemed unable to interact appropriately with the dog, this inability was due to age (< 5 years) in 116 (81.1%) cases. However, of the remaining 27 victims whose ability to interact was compromised, 24 were persons ≥ 15 years. Most of these older individuals (16/24 [66.7%]) were adults compromised as a result of drug or alcohol intake. Five others were compromised because of Alzheimer's disease, dementia, or an uncontrolled seizure disorder. Increased vulnerability as a result of be-

Table 1—Victim-related and situational factors involved in 256 DBRFs in the United States (2000–2009).

Variable	No. (%) of DBRFs
Age	
< 90 d	21 (8.2)
90 d–< 1 y	9 (3.5)
1–4 y	86 (33.6)
5–9 y	35 (13.7)
10–14 y	9 (3.5)
15–69 y	60 (23.4)
> 69 y	36 (14.1)
Gender	
Male	140 (54.7)
Female	116 (45.3)
Relationship to dog*	
Owner or primary caretaker	17 (6.6)
Familiar relationship	16 (6.3)
Incidental relationship	28 (10.9)
No relationship to dog	190 (74.2)
Unknown	5 (2.0)
Ability to interact appropriately with dog compromised in some manner†	
Yes	143 (55.9)
No	58 (22.7)
Possibly	55 (21.5)
Presence of able-bodied adult able to intervene at time of incident	
Yes	28 (10.9)
No	223 (87.1)
Unknown	5 (2.0)

Data regarding DBRFs were identified from media reports, and detailed histories were compiled on the basis of reports from homicide detectives, animal control reports, and interviews with investigators.

*A familiar relationship was defined as an established positive relationship with the dog by someone other than the owner or primary caretaker (eg, someone who is regularly present and familiar to the dog, such as the owner or primary caretaker's spouse, parent, child, other relative, or roommate, and who regularly interacts with the dog in positive and humane ways); an incidental relationship was defined as an association with the dog by someone other than the owner or primary caretaker (eg, someone who is regularly present at the home, such as the owner or primary caretaker's spouse, parent, child, other relative, or roommate, and who does not regularly interact with the dog in positive and humane ways); and no established relationship was defined as a visitor to the home, an intruder to property, or a passerby. †Victims were deemed unable to interact appropriately with the dog if they were < 5 years of age or they had limited mental or physical capacity that increased their vulnerability (eg, dementia, intoxication [alcohol or drugs], or uncontrolled seizure disorders).

ing unable to interact appropriately with a dog was an important factor because, in 223 of 256 (87.1%) cases, no able-bodied person was near enough to the victim to be able to intervene.

Dog-related factors—The weight range of most dogs was 23 to 45 kg (approx 50 to 100 lb; Table 2). Most DBRFs (224/256 [87.5%]) involved male dogs, either single or multiple male dogs (148/224 [66.1%]), or male dogs together with female dogs (76/224 [33.9%]). Incidents involving only male dogs were 5 times as frequent as incidents involving only female dogs. In slightly more than half of the 256 DBRFs (148 [57.8%]), only a single dog was involved. When a single dog was involved, it was a male dog in 127 of 148 (85.8%) incidents. Most (26/30 [86.7%]) deaths among infants (< 1 year of age) were attributable to single

Table 2—Dog-related factors involved in 256 DBRFs in the United States (2000–2009).

Variable	No. (%) of DBRFs
Weight	
< 23 kg	13 (5.1)
23–45 kg	203 (79.3)
> 45 kg	19 (7.4)
Multiple weights	7 (2.7)
Unknown	14 (5.5)
Sex of dogs involved	
Male exclusively	148 (57.8)
Female exclusively	26 (10.2)
Both male and female	76 (29.7)
Unknown	6 (2.3)
No. of dogs involved	
1	148 (57.8)
2	59 (23.0)
3	13 (5.1)
≥ 4	23 (9.0)
Unknown	13 (5.1)
Sex status of dogs	
Spayed or castrated only	18 (7.0)
Sexually intact only	212 (82.8)
Both spayed or castrated and sexually intact	4 (1.6)
Unknown	22 (8.6)
Reproductive status of dogs at time of incident	
Female dog in estrus, pregnant, or with puppies	18 (7.0)
Sexually intact male involved in incident in the vicinity of female dog in estrus, pregnant, or with puppies	25 (9.8)
Sexually intact male with sexually intact female (both involved in incident)	40 (15.6)
Unknown	103 (40.2)
Not applicable (spayed or castrated dogs or sexually intact dogs with none of the reproductive status factors present)	70 (27.3)

dogs, whereas over half the deaths (63/96 [65.6%]) in persons ≥ 15 years of age involved multiple dogs. Regardless of whether all or most of the dogs participated, there was > 1 dog kept either on the premises or in the immediate vicinity of the incident in 210 (82%) cases; in 19 DBRFs, there was only 1 dog kept on the premises or in the immediate vicinity of the incident, and for 27 DBRFs, the number of dogs kept on the premises or in the immediate vicinity of the incident was unknown.

Most cases (216/256 [84.4%]) involved dogs whose owners had not had them spayed or castrated. Of the nearly one-third (76/256 [29.7%]) of DBRFs involving both male and female dogs, almost all involved a sexually intact dog (70/76 [92.1%]). Only 18 of 256 (7.0%) DBRFs involved only dogs that were neutered. Spayed females were known to be involved in only 2 (< 1%) DBRFs. Among the 195 DBRFs involving resident dogs, their owners had failed to have the dogs neutered in 182 (93.3%) cases. Among the 40 DBRFs involving family dogs, the owners had failed to have the dogs neutered in 24 (60%). In 83 cases, owners maintained dogs in reproduction (eg, a female in estrus, a pregnant female, or a female with nursing or young puppies present) or in circumstances conducive to reproduction (eg, a sexually intact male being kept with a sexually intact female). Not all of these dogs were deemed by the investigators to be involved in the DBRF despite being in the general vicinity; however, the presence of dogs with these reproductive issues could have influenced the behavior of the dogs involved in the bite.

In only 57 of the 256 (22.3%) DBRFs did the owners know or were investigators able to determine with any degree of reliability the age of the dog. In only 39 of the 256 (15.2%) incidents was it possible to assign a single, distinct function to the dog. Therefore, given the extent of missing data for these 2 variables, detailed results for categories of age and function are not reported.

It was not possible to precisely determine the total number of dogs involved in these 256 DBRFs because, in some cases when multiple dogs were present, the total numbers were not reported or it was simply unknown exactly how many dogs were involved. Conservatively, we estimated at least 455 individual dogs.

Determination of breed—To examine breed of dogs, we used media reports, animal control reports, pedigree, parentage information, or results of DNA analysis, when available. To evaluate the reliability of breed determinations reported by the media, we attempted to use concordance among reporting sources of breed descriptors, recognizing that even with concordance, sources could still be in error, particularly when dogs were of mixed breeding. For single dog incidents (148 incidents), on the basis of the strict definition (exact match), breed descriptors in media reports were discordant for 32 of 148 (21.6%) dogs; animal control or local law enforcement assessment of breed differed from the media account for 45 of 129 (34.9%) dogs. On the basis of the expanded definition (any agreement between alleged breeds and mixes), breed descriptors among media reports were discordant for 19 of 148 (12.8%) dogs; animal control or local law enforcement assessment of breed differed from the media account for 18 of 129 (14.0%) dogs.

For multiple dog incidents (96 deaths involving 256 dogs), on the basis of the strict definition (exact match), breed descriptors in media reports were discordant for 92 of 253 (36.4%) dogs; animal control or local law enforcement assessment of breed differed from the media account for 94 of 217 (43.3%) dogs. On the basis of the expanded definition (any agreement between alleged breeds and mixes), breed descriptors among media reports were discordant for 43 of 253 (17.0%) dogs; animal control or local law enforcement assessment of breed differed from the media account for 24 of 217 (11.1%) dogs.

Breed was inaccurately represented in the media in other ways. For example, 7 deaths were originally reported by the media as involving multiple dogs; further investigation revealed that 8 dogs were not involved and the deaths were actually single dog incidents. For another 9 deaths reported by the media as involving multiple dogs, later investigation revealed that although multiple dogs were involved, 13 media-implicated dogs were not involved. Thus, 16 of 256 (6.3%) deaths involved inaccurate media reporting of the number of individual dogs involved, yet all of these dogs had media-reported breed descriptors.

With respect to pedigree or results of DNA analysis for single dog cases, pedigree documentation, parentage, or DNA information was available for 19 dogs. These data were discordant with media reports for 7 of 19 cases on the basis of the strict breed definition and 0 of 18 cases on the basis of the expanded breed defini-

tion. Results of review of photographs of 66 other dogs by a veterinary behaviorist agreed with news reports of purebred status for 9 of 66 (13.6%) dogs.

For multiple dog cases, pedigree documentation, parentage, or DNA information was available for 28 dogs. These data were discordant with media reports for 7 of 28 (25.0%) cases on the basis of the strict breed definition and 0 of 28 (0%) cases on the basis of the expanded breed definition. On review of photographs of 95 other dogs, the veterinary behaviorist could confirm the media report of purebred status for only 3 of 95 (3.2%) dogs but did not attempt to guess breed mixes when a dog did not appear to conform to the breed standard for purebred dogs. It should be noted that 354 of 393 (90.1%) dogs that were assigned a breed descriptor were assigned a single breed descriptor (ie, not reported as a mixed breed) in at least 1 media report.

Table 3—Husbandry-related and other factors involved in 256 DBRFs in the United States (2000–2009).

Variable	No. (%) of DBRFs
Duration of ownership	
≤ 90 d	28 (10.9)
> 90 d	200 (78.1)
Unknown	28 (10.9)
Status of dog in household	
Resident dog*	195 (76.2)
Family dog	40 (15.6)
Unknown	21 (8.2)
Location in which dog was kept	
Home	20 (7.8)
Indoors and outdoors	37 (14.5)
Loose in fenced yard	35 (13.7)
Loose in unfenced yard	11 (4.3)
Roaming	30 (11.7)
Pen	19 (7.4)
On a chain	74 (28.9)
Indoor isolation	14 (5.5)
Unknown	16 (6.3)
Location of dog at time of incident	
On owner's property	190 (74.2)
Off owner's property	51 (19.9)
Both on and off property	13 (5.1)
Unknown	2 (0.8)
Evidence of mismanagement by owner†	
Yes	96 (37.5)
No	112 (43.8)
Unknown	48 (18.8)
History of neglect or abuse by owner‡	
Yes	54 (21.1)
No	170 (66.4)
Unknown	32 (12.5)
Owner present at time of bite	
Yes	12 (4.7)
No	223 (87.1)
Owner was victim	17 (6.6)
Unknown	4 (1.6)
Criminal charges filed	
Yes	67 (26.2)
No	177 (69.1)
Unknown	12 (4.7)

*A resident dog was a dog kept isolated from regular, positive human interactions. †Evidence that an owner allowed the dog to be a danger to others (eg, previous bite incidents and running at large) was classified as mismanagement. ‡Neglect by the owner included instances of dogs not given access to shelter, food, water, or shade and dogs with untreated medical conditions; abuse was classified as more extreme events (eg, severe starvation, seemingly more deliberate than simple neglect; an owner witnessed beating a dog previously; an owner sexually abusing a dog; an owner using a dog for dog fighting; or deliberate physical punishment or deprivation).

Overall, breed status was assigned for dogs involved in 45 of 256 (17.6%) DBRFs from documented pedigree, parentage information, or DNA test results or on the basis of concordance among media breed descriptor, animal control breed descriptor, and the veterinarian-assigned breed from a photograph. These 45 DBRFs involved 20 recognized dog breeds, including 2 dogs of known mixed breed.

Husbandry-related factors—Most DBRFs involved dogs known to be owned > 90 days (200/256 [78.1%]), and only a small proportion involved dogs known to be owned ≤ 90 days (28/256 [10.9%]; Table 3). Over three-quarters of cases (195/256 [76.2%]) involved dogs kept by their owners as resident dogs rather than as family dogs. In incidents involving resident dogs, those dogs were kept in a manner that isolated them from the humans in the family, such as chained (74/195 [37.9%]); kept isolated in a fenced area, an outdoor pen, or an isolated indoor area (68/195 [34.9%]); or

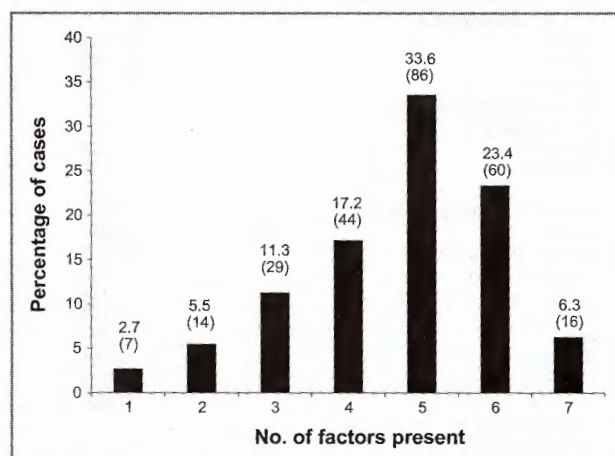


Figure 1—Co-occurrence of preventable factors in 256 DBRFs in the United States from 2000 to 2009. Values above each bar indicate the percentages; values in parentheses indicate the number of cases. Data regarding DBRFs were identified from media reports, and detailed histories were compiled on the basis of reports from homicide detectives, animal control reports, and interviews with investigators. Numbers over the bars indicate the percentage of cases (actual number of cases) in which 1 or more of the following factors were present: victim having no familiar relationship to the dog, no able-bodied person being present during incident, victim compromised in ability to interact appropriately with the dog, dog being a resident dog (ie, kept isolated from regular, positive human interactions) instead of a family dog, owner failing to have the dog spayed or castrated, evidence of mismanagement of dog by owner, and owner having a history of abuse or neglect of dog. A familiar relationship was defined as an established positive relationship with the dog by someone other than the owner or primary caretaker (eg, someone who is regularly present and familiar to the dog, such as the owner or primary caretaker's spouse, parent, child, other relative, or roommate, and who regularly interacts with the dog in positive and humane ways). Victims were deemed unable to interact appropriately with the dog if they were < 5 years of age or they had limited mental or physical capacity that increased their vulnerability (eg, dementia, intoxication [alcohol or drugs], or uncontrolled seizure disorders). Evidence that an owner allowed the dog to be a danger to others (eg, previous bite incidents and running at large) was classified as mismanagement. Neglect by the owner included instances of dogs not given access to shelter, food, water, or shade and dogs with untreated medical conditions; abuse was classified as more extreme events (eg, severe starvation, seemingly more deliberate than simple neglect; an owner witnessed beating a dog previously; an owner sexually abusing a dog; an owner using a dog for dog fighting; or deliberate physical punishment or deprivation).

allowed to roam (30/195 [15.4%]). There were no instances in which resident dogs and family dogs were jointly involved in a DBRF.

In 96 of 256 (37.5%) DBRFs, there was evidence that the owner or caretaker had foreknowledge of either prior dangerous action by the dog or had repeatedly allowed the dog to run loose. In 54 of 256 (21.1%) cases, there was evidence of prior abuse or neglect of the dog. Nearly three-quarters (190/256 [74.2%]) of the deaths occurred on the owner's property, and only 51 deaths occurred entirely away from the owner's property. In 32 of 51 (62.7%) off-property incidents versus 55 of 190 (29%) on-property incidents, there was a history of mismanagement of dogs by owners. Past mismanagement was also associated with the number of dogs involved in an incident. That is, where there had been past mismanagement by the owner, multiple dogs were involved in 54 of 96 (56.3%) DBRFs; where there had been no documented prior mismanagement, multiple dogs were involved in 27 of 112 (24.1%) DBRFs.

Criminal charges for misdemeanors or felonies (in addition to animal control violations) were filed for 67 of 256 (26.2%) DBRFs. Nearly half (47/96 [49.0%]) of owners with a history of dog mismanagement were criminally charged, compared with only 13 of 112 (11.6%) owners without such a history. Of the 67 criminal charges, legal proceedings resulted in convictions (sentences of 1 to 15 years) for 34 and dismissed charges, mistrials, or sentences of probation or < 1 year for 33.

Many of the factors described regarding the victim, dog, and husbandry were co-occurent in a large number of DBRFs (Figure 1). Co-occurrence of ≥ 4 of these factors was evident in more than three-quarters (206/256 [80.5%]) of cases.

Discussion

These study data were obtained over many years of investigation and collection from multiple sources (eg, interviews with and police reports from homicide investigators, interviews with animal control personnel, and multiple sources of written documentation). In our opinion, the present study represents the most comprehensive analysis of factors—behaviorally relevant factors in particular—associated with dog bites to date. Personal interviews with credible investigators were successfully conducted in 221 of 256 (86.3%) cases. During this data-gathering process, we found that law enforcement personnel provided first-hand information not reported in the media and often identified errors of fact in the media reports.

In the present study, the most striking finding was the co-occurrence of multiple factors potentially under the control of dog owners: isolation of dogs from positive family interaction and other human contact; mismanagement of dogs by owners; abuse or neglect of dogs by owners; dogs left unsupervised with a child or vulnerable adult who may be unfamiliar to the dog; and maintenance of dogs in an environment where they are trapped, neglected, and isolated and have little control over either the environment or choice of behavior. These conditions potentially predispose dogs to enhanced territorial, protective, and defensive behaviors toward stimuli that occur commonly in everyday life.

The most preventable incidents involved very young children left alone with dogs to whom they were unfamiliar or toddlers allowed to wander off and encounter unfamiliar dogs. In at least 19 DBRFs, authorities considered the lack of supervision in such incidents so negligent that criminal charges were filed against the parent or caretaker.

When interpreting these incidents, it is critical to keep in mind what factors may be behaviorally relevant from a dog's perspective and how human decisions to maintain, confine, and treat the dogs may predispose them to inflict a severe bite. Dogs that have not developed a close relationship or bond with humans (ie, resident dogs) generally act without relying on input from a human. Tópal et al⁴⁴ reported that dogs living in homes (in contrast to dogs living outdoors) developed bonds with people and were more dependent on their owners when solving tasks. In agreement with other studies,^{9,45,46} those authors concluded that the individual past experiences of dogs strongly influence their later social behavior with people.⁴⁴ Appropriate, humane, and clear interactions with people provide dogs with information about how to interact with humans in ways that are neither scary nor injurious to the dog or human. This can occur through daily interaction but cannot occur when dogs are reared apart from daily, freely offered (not while chained) human interactions. The effect of that bond is that dogs that interact frequently with humans read human signals well and are encouraged to act on them accordingly. Dogs that are deprived of human interaction or direction are denied access to accurate information about appropriate behaviors with humans. Consequently, dogs in stressful, potentially dangerous situations or when maltreated may behave in ways primarily to protect themselves. Mirkó et al⁴⁷ emphasized the importance of environment in influencing the personality of individual dogs. Those authors found that the dogs' environment had a stronger influence on personality than did genetically determined breed differences.

In the present study, the finding that most dogs were not recently acquired (ie, were owned > 90 days) and therefore presumably were acclimated to their environment and to at least some of the people in it bears discussion. Adults, being familiar with the dog, may assume this familiarity will be automatically extended unto their children (unfamiliar to the dog) or to other unrelated children or adults. It is incorrect to assume that because a dog has been around some people for a period of time that the dog will feel comfortable around all people in all circumstances. It may well be that an unfamiliar child or adult entering the environment has changed the dog's environment (introduced novelty relevant to the dog) and perhaps the dog's comfort level. For example, in 1 case, a 2-year-old child wandered over to a chained resident dog. This dog had had the same owner for 12 years, and during that time, the dog was kept on a chain in the backyard during the summer months and confined in the basement during the winter months. Thus, most of the time, the dog was separated from the owner and other people and had little opportunity for a healthy human-dog bond to develop. A dog that has not been exposed to children in a posi-

tive and nonthreatening manner that would allow the dog not to fear children and to understand their pattern of behaviors is likely to be afraid of them. A fearful dog will avoid stimuli that invoke the fear, but if unable to avoid, as when tied; may become aggressively defensive. Maintained in this way, it is extremely unlikely that a dog, notwithstanding its uninterrupted habitation on the same property, would have had the opportunity to interact in positive and humane ways with humans, including a child. Discouraging maintenance of dogs in isolation from the family; stressing the importance of a secure, stable, predictable environment; and encouraging positive relationships with people may have considerable preventive benefits.

According to the 2007 AVMA Pet Ownership Survey,⁴⁸ 62.2% of US dog-owning households have only 1 dog, 24.8% have 2 dogs, 7.5% have 3 dogs, and 5.5% have 4 or more dogs. Yet, we found that in 210 of the 256 (82%) DBRFs, there were multiple dogs either on or near the scene, regardless of whether > 1 dog was involved and whether all of the dogs present were owned by the same person. Appropriate management of dogs, which is important in all situations, may be more challenging when multiple dogs and other complicating conditions are present. Furthermore, maintaining multiple dogs that have no history of good and close relationships with people, in conjunction with dogs being in various reproductive conditions, may increase their reactivity to certain stimuli, even those present in daily life.

In the present study, most DBRFs (224/256 [87.5%]) involved a male dog, and most of those incidents involved at least 1 dog that was sexually intact (216/256 [84.4%]). Several studies⁴⁹⁻⁵³ of aggression in dogs have found that male dogs bite more frequently than do female dogs, and male dogs that are sexually intact bite more often than do those that are castrated. Although it is unknown whether castration directly affects the incidence of aggression toward people, studies^{54,55} have shown that castration decreases aggression toward other dogs. Overall and Love¹⁴ suggested that testosterone may modulate behavior, and thus sexually intact male dogs react more intensely, more quickly, and for a longer period of time. It is also possible that people who desire protective dogs choose males and decide not to have them castrated, expecting or encouraging any tendency to be protective or aggressive. It is easy to envision that when sexually intact male dogs are raised as resident dogs, tied outside, and left unsupervised, they could be even more likely to bite. In the present study, 182 of the 195 (93.3%) DBRFs associated with resident dogs involved sexually intact dogs, whereas only 24 of the 40 (60%) DBRFs associated with family dogs involved sexually intact dogs. This suggests that owner failure to have their dog spayed or castrated may co-occur with other factors that more directly influence a dog's social competence.

The issue of breed merits special discussion because of its prominence in the scientific literature and influence on public policy. The data obtained in the present study indicated 2 problems with media characterization of dog breeds: poor reliability and poor accuracy. One source of media error was the misclassifica-

tion of whether individual dogs are even involved in a death, which by our estimate occurred in at least 6% of the cases. By use of the strict definition of discordance, combination of single dog and multiple dog DBRFs revealed that for the 401 involved dogs described in > 1 media account, reported breed differed for 124 (30.9%); for 346 dogs with both media and animal control breed reports, breed differed for 139 (40.2%). By use of the expanded definition of discordance, reported breed differed for 62 of 401 (15.5%) dogs described in > 1 media account and 42 of 346 (12.1%) dogs with both media and animal control breed reports. Which-ever definition of concordance is used, disagreement occurs with sufficient frequency to cast doubt on the reliability of these reports as a source of information about presumed breed. It is also important to remember that, even when concordance was documented, this does not mean the assessment of breed was valid (ie, correct); it simply means that 2 sources reported the same information. According to media reports, 90.1% of the dogs were characterized in at least 1 media report with a single breed descriptor and not as a mixed breed. This distribution is in contrast to the known distribution of breeds in the general population of dogs; population-based studies indicate that a large (approx 46%) proportion of dogs are mixed breed,⁵⁶ suggesting either that in media reports and perhaps animal control reports, designation of breed is done very loosely without regard to mixed-breed status or that purebred dogs were heavily overrepresented in DBRFs. The latter conclusion seems unlikely to us, particularly in light of the photographic evidence available.

The lack of concordance among breed descriptors was not surprising because identification of the breed composition of a dog of unknown heritage has been shown to be unreliable; this may reflect the diverse appearance of offspring even from deliberate breeding of known parents⁹ or, as revealed in more recent studies,¹⁰⁻¹³ the fact that opinions (even those of animal professionals with years of experience) correlate poorly with each other and with results of DNA analysis. Enforcement of BSL must therefore grapple with imprecise and subjective identification of dogs presumed subject to regulation. Breed-specific legislation must also be viewed in light of study findings^{9,57} that indicate a lack of correlation between behavior and physical phenotype. This imprecision in breed assignment also brings into question the reliability of the breed information used in previous studies⁵⁻⁸ of DBRFs, which were based solely on media reports of breed.

The coding system used for abstracting information from official reports and interviews, despite being repeatable among different coders, nevertheless requires subjective assessment. The information available for each case varied, depending on officials' interest in conducting an investigation and pursuing a criminal prosecution. Some information that might be highly relevant to an animal professional might not be reported by police investigators (eg, animal abuse or neglect); therefore, those situations may be underreported. Most detectives had little knowledge about dogs and relied on what owners or animal control personnel told them. If the case detective could not document a previous bite

history or acts of aggression, he or she may have had no further interest in pursuing a more detailed history. We were not able to contact or obtain an interview with the lead investigator for all DBRFs in the present study. Photographs of the scene and the dogs were of variable quality. Media reports were collected primarily as a trigger to pursue information from primary sources such as local law enforcement, and no attempt was made to comprehensively and systematically collect every media report associated with each DBRF; thus, the discordance among media reports of breed, discordance between media reports and animal control reports, and the number of dogs erroneously reported as being involved in a DBRF were all likely underestimated. Finally, it was not possible to explore owner-level socioeconomic characteristics because these data were not obtained by investigators. Future studies may wish to consider such factors, but it is important to note that as with dog-related factors, it is likely that owner-level socioeconomic factors could be misleading when considered in isolation. Persons of all socioeconomic levels are able to be responsible dog owners, although it is possible that animal control enforcement efforts and access to veterinary care and other resources available to support responsible ownership could well be different in different neighborhoods.

Results of the present study were derived from new and more extensive sources of data than those used in previous studies⁵⁻⁸ of DBRFs. However, these data have fully supported the recommendations in those study reports⁵⁻⁸ and of experts on the subject of dog bite-related injuries, including the AVMA Task Force on Canine Aggression and Human-Canine Interaction²¹ and the CDC,⁵⁸ who have consistently stressed the complex and multifactorial nature of dog bites and the need for multiple approaches to address this complexity. The present study findings also have supported recommendations by the AVMA²² and others²³⁻²⁸ regarding the inadvisability of single-factor solutions such as BSL, which may actually divert resources from more effective measures and regulations. For example, in Prince George's County, Md, following enactment of BSL in 1997, a task force established in 2002 found that the cost to animal control for maintenance of banned dogs was > \$500,000 during a 2-year period.⁵⁹

Animal services programs that insist on responsible ownership should be promoted and adequately funded. Information about dog behavior and bite prevention must be disseminated to an audience that extends beyond animal care professionals. Maintenance of dogs in ways (ie, as family pets instead of as resident dogs that are isolated from the family) that allow them to interact regularly with humans in positive and humane ways may help dogs learn to read human signals, understand their meaning, and respond to them appropriately. As a result, dogs would be less likely to be afraid of and defensive in the presence of unfamiliar people, including children, because they have had positive experiences with their patterns of behavior.

Given the disproportionate number of dog bites occurring among children, it is critical to revisit existing recommendations concerning managing the interactions between children and dogs.^{21,60} Most children

have never received dog bite prevention education,⁶¹ and lack of supervision is common in reports of dog bites.⁶² As 1 review⁶⁰ indicated, children cannot be expected to show good judgment in their interactions with dogs until at least 6 years of age. Thus, veterinarians, pediatricians, child care workers, and any other professional interacting with the parents of young children should take the opportunity to remind them that children < 6 years of age should not be left unattended with a dog: supervision by an adult or an older child who is capable of correctly reading and responding to the dog is necessary to ensure safety.

The present study data collected over a 10-year period support the conclusions of a considerable body of previous work, including empirical investigations and expert recommendations,^{5,6,8,14,15,21,22,60} which all stress the multifactorial nature of dog bites. These data shed additional light on how co-occurrence of factors may promote the occurrence of a fatal or serious bite, when individually those factors may be less relevant. The coding form used in the present study could be a model for enhancing the quantity and quality of information collection in future investigations of dog-bite related injuries. Finally, this information could help human health professionals who may not be familiar with dog behavior to appreciate the importance of collaborating with professionals in animal behavior when attempting to understand and prevent dog bite-related injuries to humans.

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Dog-Bite-Related Fatalities -- United States, 1995-1996

From 1979 through 1994, attacks by dogs resulted in 279 deaths of humans in the United States (1,2). Such attacks have prompted widespread review of existing local and state dangerous-dog laws, including proposals for adoption of breed-specific restrictions to prevent such episodes (3). To further characterize this problem and the involvement of specific breeds, CDC analyzed data from the Humane Society of the United States (HSUS) and media accounts in the NEXIS database *. This report presents three recent cases of dog-bite-related fatalities (DBRFs), summarizes characteristics of such deaths during 1995-1996, and provides breed-specific data for DBRFs during 1979-1996. The findings in this report indicate that most DBRFs occurred among children and suggest approaches for prevention.

In January 1995, a 2-year-old boy in South Dakota wandered into a neighbor's yard, where he was attacked and killed by two chained wolf-German shepherd hybrids. In September 1995, a 3-week-old girl in Pennsylvania was killed in her crib by the family Chow Chow while her parents slept in the next room. In March 1996, an 86-year-old woman in Tennessee went outside of her home to check the weather and was fatally mauled by two rottweilers owned by a neighbor; the dogs had attacked and injured the woman 1 month before the fatal attack.

The HSUS attempts to identify all DBRFs (1,2) and maintains a registry of these incidents. A DBRF was defined as a death caused by acute trauma from a dog attack. Case reports in the registry include details such as date of death, age and sex of decedent, city and state of attack, number and breeds of dogs involved, and circumstances. To supplement HSUS reports, CDC included data from the NEXIS database and death certificates. However, death-certificate data were not available for 1995-1996. Deaths associated with infection secondary to dog bites were excluded.

Data from HSUS and NEXIS were merged to maximize detection of cases and avoid duplicate reports. Because news media accounts can inaccurately report breeds of dogs involved in DBRFs, only breed data from the HSUS were used (4). When multiple dogs of the same breed were involved in a fatality, that breed was counted only once. When crossbred animals were involved in a fatality, each breed in the dog's parentage was counted once. Dogs were also classified as on or off the owner's property and whether they were restrained (e.g., chained or leashed) at the time of the attack.

During 1995-1996, at least 25 persons died as the result of dog attacks (11 in 1995 and 14 in 1996). Of the 25 DBRFs, 20 (80%) occurred among children (three were aged less than or equal to 30 days {neonates}, one was aged 5 months, 10 were aged 1-4 years, and six were aged 5-11 years), and five occurred among adults (ages 39, 60, 75, 81, and 86 years). Most (18 {72%}) DBRFs occurred among males.

Of 23 deaths with sufficient information for classification, seven (30%) involved an unrestrained dog off the owner's property, five (22%) involved a restrained dog on the owner's property, and 11 (48%) involved an unrestrained dog on the owner's property. Of the 25 deaths, nine (36%) involved one dog, nine (36%) involved two dogs, two (8%) involved three dogs, and five (20%) involved six to 11 dogs. All the attacks by unrestrained dogs off the owner's property involved more than one dog. Of the three deaths among neonates, all occurred on the dog owner's property and involved one dog and a sleeping child.

During 1995-1996, rottweilers were the most commonly reported breed involved in fatal attacks ([Table 1](#)). Fatal attacks were reported from 14 states (California {four deaths}; Florida and Pennsylvania {three each}; Arizona, Arkansas, Colorado, and South Dakota {two each}; and Connecticut, Massachusetts, Missouri, North Carolina, Ohio, Tennessee, and Washington {one each}).

Reported by: R Lockwood, PhD, Humane Society of the United States, Washington, DC. Div of Unintentional Injuries Prevention, National Center for Injury Prevention and Control, CDC.

Editorial Note

leading causes of nonfatal injury in the United States (5). In 1994, an estimated 4.7 million persons (1.8% of the U.S. population) sustained a dog bite; of these, approximately 800,000 (0.3%) sought medical care for the bite (6).

The findings in this report are subject to at least two limitations. First, because death-certificate data were not available, the two sources used for case finding in 1995-1996 probably underestimated the number of DBRFs and may represent only 74% of actual cases (1,2). Second, to definitively determine whether certain breeds are disproportionately represented, breed-specific fatality rates should be calculated. The numerator for such rates requires complete ascertainment of deaths and an accurate determination of the breed involved, and the denominator requires reliable breed-specific population data (i.e., number of deaths involving a given breed divided by number of dogs of that breed). However, such denominator data are not available, and official registration or licensing data cannot be used because owners of certain breeds may be less likely than those owning other breeds to register or license their animals (3).

Three categories of strategies can be considered for preventing dog bites:

1. Owner and public education. Dog owners, through proper selection, socialization, training, care, and treatment of a dog, can reduce the likelihood of owning a dog that will eventually bite (7). Male and unspayed/unneutered dogs are more likely to bite than are female and spayed/neutered dogs (7). Educational and prevention efforts should be directed at parents and children. Veterinarians and pediatricians should address strategies for bite prevention, including the need for appropriate supervision of children. Other strategies include dissemination of information on preventing bites (see box([Table B1](#))), school-based educational programs on bite prevention and canine behavior, and educational programs regarding responsible dog selection, ownership, and training.
2. Animal control at the community level. Animal-control programs should be supported, and laws for regulating dangerous or vicious dogs should be promulgated and enforced vigorously (8). For example, in this report, 30% of DBRFs resulted from groups of owned dogs that were free roaming off the owner's property. Some of these deaths might have been prevented through more stringent animal-control laws and enforcement. Although some breeds were disproportionately represented in the fatal attacks described in this report, the representation of breeds changes over time ([Table 1](#)). As a result, targeting a specific breed may be unproductive; a more effective approach may be to target chronically irresponsible dog owners (9).
3. Bite reporting. Evaluation of prevention efforts requires improved surveillance for dog bites. Dog bites should be reported as required by local or state ordinances, and reports of such incidents should include information about the circumstances of the bite; ownership, breed, sex, age, spay/neuter status, and history of prior aggression of the animal; and the nature of restraint before the bite incident.

Dogs provide many health and social benefits (10). Most of the approximately 55 million dogs in the United States never bite or kill humans. However, the findings in this report indicate that DBRFs continue to occur and that most are preventable. HSUS and the U.S. Postal Service have designated June 9-13, 1997, as National Dog Bite Prevention Week. Additional information about preventing dog bites is available from HSUS, 100 L Street, NW, Washington, DC 20037; telephone (202) 452-1100; or on the World-Wide Web at <http://www.hsus.org>.

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* An on-line service containing information from newspapers, magazines, wire services, and broadcast transcripts.

Table_1

Note: To print large tables and graphs users may have to change their printer settings to landscape and use a small font size.

TABLE 1. Dog breeds and crossbreeds* involved in dog-bite-related fatalities, by 2-year period -- United States, 1979-1996 +

Category	1979-1980	1981-1982	1983-1984	1985-1986	1987-1988	1989-1990	1991-1992	1993-1994	1995-1996	Total
Breed										
"Pit bull"	2	5	10	9	12	8	6	5	3	60
Rottweiler	0	0	1	1	3	1	3	10	10	29
German shepherd	2	1	5	1	1	5	2	0	2	19
"Husky"	2	1	2	2	0	2	2	1	2	14
Alaskan malamute	2	0	3	1	0	2	3	1	0	12
Doberman Pinscher	0	1	0	2	2	2	1	0	0	8
Chow Chow	0	1	0	0	0	2	3	0	2	8
Great Dane	3	1	0	0	0	0	0	1	1	6
St. Bernard	1	2	1	0	0	0	0	0	0	4
Akita	0	0	0	0	0	1	1	2	0	4
Crossbreed										
Wolf hybrid	0	1	1	2	1	4	1	2	2	14
German shepherd	0	2	0	2	2	2	0	1	2	11
"Pit bull"	0	1	0	3	2 &	3	1	1	0	10 &
"Husky"	0	1	1	2	1	1	0	0	0	6
Alaskan malamute	0	0	0	0	0	2	1	0	0	3
Rottweiler	0	0	0	0	1 &	1	0	1	1	3 &
Chow Chow	0	0	0	0	0	1	0	1	1	3
No. incidents for which breed known	10	20	27	24	22	35	24	25	22	199

* Data shown only for breeds and crossbreeds involved in four or more fatalities. Each breed contributing to the crossbreed is counted only once.

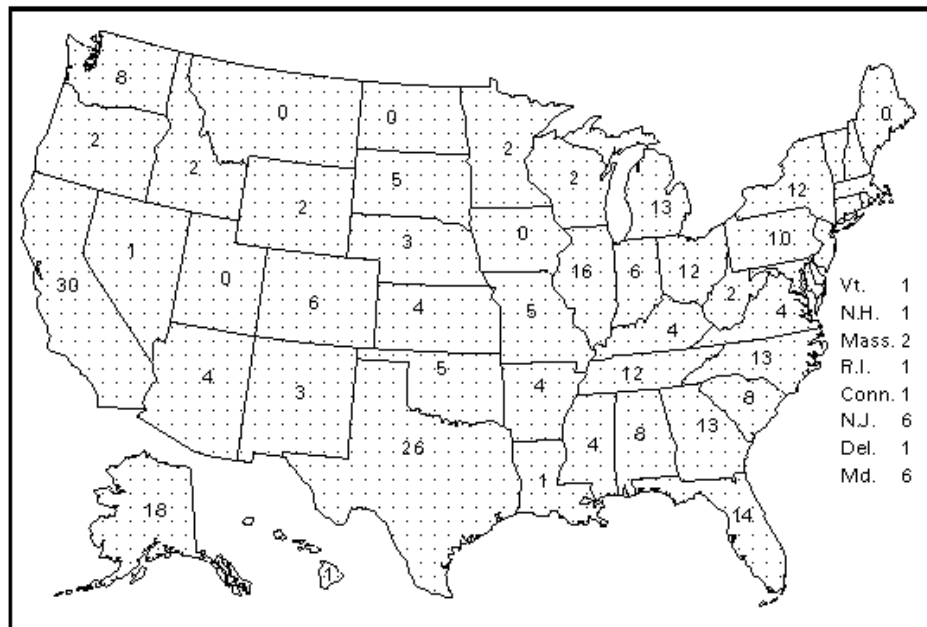
+ For 1979-1994, data obtained from the Humane Society of the United States registry, NEXIS database accounts, and death certificates.

& One fatality also involved a single breed.

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Figure_1

FIGURE 1. Number of dog-bite-related fatalities, by state — United States, 1979-1996*



*For 1979-1994, data obtained from the Humane Society of the United States registry, NEXIS database accounts, and death certificates. For 1995-1996, data from death certificates were not available.

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Table_B1

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Measures for Preventing Dog Bites

- Realistically evaluate environment and lifestyle and consult with a professional (e.g., veterinarian, animal behaviorist, or responsible to determine suitable breeds of dogs for consideration.

- Be sensitive to cues that a child is fearful or apprehensive about a dog and, if so, delay acquiring a dog.
- Spend time with a dog before buying or adopting it. Use caution when bringing a dog or puppy into the home of an infant or toddler.
- Spay/neuter virtually all dogs (this frequently reduces aggressive tendencies).
- Never leave infants or young children alone with any dog.
- Properly socialize and train any dog entering the household. Teach the dog submissive behaviors (e.g., rolling over to expose abdomen and relinquishing food without growling).
- Immediately seek professional advice (e.g., from veterinarians, animal behaviorists, or responsible breeders) if the dog develops aggressive or undesirable behaviors.
- Do not play aggressive games with your dog (e.g., wrestling).
- Teach children basic safety around dogs and review regularly:
 - Never approach an unfamiliar dog.
 - Never run from a dog and scream.
 - Remain motionless when approached by an unfamiliar dog (e.g., "be still like a tree").
 - If knocked over by a dog, roll into a ball and lie still (e.g., "be still like a log").
 - Never play with a dog unless supervised by an adult.
 - Immediately report stray dogs or dogs displaying unusual behavior to an adult.
 - Avoid direct eye contact with a dog.
 - Do not disturb a dog who is sleeping, eating, or caring for puppies.
 - Do not pet a dog without allowing it to see and sniff you first.
 - If bitten, immediately report the bite to an adult.

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**Department of Health
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This page last reviewed 5/2/01

Item Attachment Documents:

- d. Consideration of Ordinance No. G-1253, Repealing Pit Bull Ban.

ORDINANCE G-1253

AN ORDINANCE AMENDING SECTION 215.040, ENTITLED "CONTROL OR PROTECTION" OF CHAPTER 215, ENTITLED "ANIMALS," OF TITLE II, ENTITLED "OFFENSES" OF THE CODE OF ORDINANCES OF THE CITY OF JUNCTION CITY, KANSAS, TO DEFINE PARAMETERS OF PITBULL OWNERSHIP

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

SECTION 1: Section 215.040 – "Control or Protection" of the Code of Ordinances of the City of Junction City, Kansas is hereby amended to read as follows:

SECTION 215.040 – "CONTROL OR PROTECTION"

- A. The owner of any animal shall be in violation of this Chapter and subject to the penalties prescribed herein if any such animal damages property not belonging to the owner.
- B. It is unlawful for any person to:
 - 1. Keep or harbor any fowl within the corporate limits of the City. Emus in the City of Junction City at the time of enactment of the ordinance from which this Chapter is derived shall be deemed "grandfathered" during the remainder of the life of such animals, and such animals shall not be replaced when dead.
 - 2. Break or train any horse or other animal on or within the reach of any street, sidewalk or other public place within the corporate limits of the City, except as authorized and/or under the direction of the City's Recreation Department.
 - 3. Picket any horse, cow or other animal within reach of any street, sidewalk or other public place within the corporate limits of the City.
 - 4. Intentionally kill any squirrel, skunk or any bird within the corporate limits of the City, provided that it shall be permissible for the Chief of Police or Animal Control Officer, through instruction from the Health Officer, to kill squirrels, skunks or birds that have become so numerous as to cause destruction or nuisance to property or in the event of disease

occurring among such squirrels, skunks or birds that may be considered contagious to human beings.

5. Interfere with or molest a dog used by the Police Department of the City in the performance of the functions or duties of such Department.
6. Keep or harbor any animal which by loud, frequent or habitual barking, howling, yelping or other noise or action tends reasonably to disturb any person or neighborhood within the corporate limits of the City.
7. Keep or harbor a dangerous or vicious dog within the corporate limits of the City. An animal is considered dangerous or vicious as defined in Section 215.045.
8. No person shall own or harbor any dog for the purpose of dog fighting or train, torment, badger, bait or use any dog for the purpose of dog fighting or for the purpose of causing or encouraging the dog to engage in unprovoked attacks upon human beings or domestic animals.
9. Allow unsprayed female dogs to be away from confinement or premises of the owner, except on a lead and under control of an adult person, when such dogs are in season.
10. Keep or harbor a dog, cat, or ferret over five (5) months of age within the corporate limits of the City without such animal having a current vaccination against rabies performed by a veterinarian and securing an annual license. Rabies vaccination is hereby considered current for twelve (12) months for killed tissue vaccination and three (3) years for a live virus vaccination; provided that vaccination may not be required if the owner of such animal will exhibit to the License Collector a statement from a veterinarian certifying that such vaccination would be injurious to such animal due to the condition of its health. Any person owning a dog, cat or ferret within the City limits shall cause said animal to wear a collar or harness at all times, when off the premises of said owner, to which shall be attached a current tag reflecting that the animal is vaccinated against rabies.
11. Sell or offer for sale, barter, give away or use as an advertising device or promotional display living baby chicks, rabbits, ducklings or other fowl under two (2) months of age, unless being sold by a business at a permanent location and there is a prominent sign at the point of sale indicating that chickens, ducks or other fowl may not be kept within the limits of the City of Junction City.
12. Sell or offer for sale or barter puppies or kittens unless being sold by a business at a permanent location or unless being sold or bartered from

the home of the owner of the dame which had the litter from which came the puppies or kittens. Nothing in this Section shall be construed so as to prevent the JCGC Animal Shelter or any other licensed animal shelter from selling puppies or kittens in accordance with such entities' adopted policies.

13. Allow animal waste to accumulate to the extent that it becomes a health hazard to any animal, any person or the public. Any accumulation of animal waste, when not immediately removed or discarded in a sanitary manner, is considered to be a potential health hazard, i.e., feces accumulation in homes, confined yards, pens, hutches, etc. "*Immediate*" in this instance is defined as waste accumulation of not more than one (1) days' duration.
14. Allow dog waste deposited upon the streets or public areas of Junction City or the private property of persons, not the owner of the dog, to remain upon said street or property without being removed by the owner of the dog as soon as the owner becomes or is made aware of the waste.
15. Allow any odors to emanate from any animal kept or harbored on the premises or to allow any odors to emanate from any feces or urine on the premises, any of which odors reasonably tend to offend any person.
16. Except as authorized in Section 405.010 of this Code, to keep, harbor, breed or slaughter any hogs, pigs, donkeys, mules, goats, sheep, burros, cattle or horses within the corporate limits of the City; provided that nothing herein shall prevent the bringing of such animals to any stockyard, auction, community sale, stock pavilion, slaughterhouse or packing house for the purpose of sale, shipment, show or commercial slaughter or packing; provided further that such animals are kept, harbored or fed in accordance with the regulations promulgated by the Office of Livestock Commissioner of the State of Kansas as set forth in Chapter 47, Article 10 of Kansas Statutes Annotated and amendments thereto. Animals intended for slaughter outside the City limits may not be harbored in the City except as authorized by this Subparagraph.
17. Keep or maintain, sell or offer for sale, barter or give away exotic animals within the corporate limits of the City; provided this Section shall not apply to: tropical or other fishes; birds; except those prohibited by Federal or State law: Small rodents such as gerbils, rats, mice, hamsters, guinea pigs, chinchillas, mink, nutria and similar fur-bearing mammals; non-poisonous amphibians and reptiles, not including monitor lizards, alligators, caiman and crocodiles; provided

further, that this Section does not apply to educational or zoological institutions. The provisions of this Subparagraph shall not apply to dogs and cats.

18. REPEALED.

19. Keep or harbor on a chain, rope or other type of leash any dog in such manner as to allow the animal to have access to any public sidewalk or public alley or utility right-of-way or any utility meter.

20. Keep or harbor on a chain, rope or other type of leash any dog in such a manner as to interfere with a person's access to the front door of a residence.

21. Keep, harbor, own or in any way possess within the City limits of the City of Junction City, Kansas, any coyote, wolverine or wolf or any breed of dog which is in any part mixture of dog and coyote, or dog and wolverine, or dog and wolf or any dog hybridized with wild canines

22. Keep, harbor, own or in any way possess within the City limits of the City of Junction City, Kansas, any cat hybridized with wild felines.

23. Keep, harbor, own or in any way possess with the City Limits of the City of Junction City venomous snakes or lizards.

24. Possess more than three (3) rabbits per residence.

C. Animals excluded from applicable prohibitions under Subsection (B) are:

1. Domesticated birds as defined.

2. Non-venomous snakes less than eight (8) feet in length, except that such snakes shall be required to be maintained on the owner's premises or property.

3. Non-venomous lizards.

4. Turtles, except for species protected by state or federal law.

5. Amphibians.

6. Fish.

7. Invertebrates.

8. Any animal in the ownership of a veterinary clinic operated by a licensed veterinarian, any animal in the ownership of a person designated and licensed as an animal rehabilitator by the Kansas Wildlife and Parks Department, any animal in the ownership of a person temporarily transporting such animal through the City, and any

animal in the ownership of a bona fide medical institution or accredited educational institution.

9. Any animal exhibited for sale, show, or other temporary purpose at the Geary County Fairgrounds.
 10. Any animal temporarily owned, kept or harbored by a facility or individual person licensed by the Kansas Animal Health Department or by the City for the purpose of impounding, sheltering, or caring for animals, including licensed animal shelters, kennels, and foster homes.
- D. Grandfather Clause. Animals at a residence in the City of Junction City as of December 3, 2013 in violation of the limits set forth in Sections 215.040(B)(24) and (25) shall be deemed "grandfathered" during the remainder of the life of such animals, and shall not be replaced when dead if such replacement would result in such limits being exceeded. Any person who possesses animals in excess of such limits shall, within sixty (60) days of the effective date of the ordinance from which this Chapter is derived, register all such animals with the Junction City Police Department under procedures as set forth by the Chief of Police on forms provided by the Police Department and shall include acceptable photographs provided by the possessor of said animals for identification.

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

SECTION 3. This Ordinance shall be effective upon publication as required by law.

Passed and adopted by the Governing Body of the City of Junction City, Kansas this 18th day of February, 2020.

CITY OF JUNCTION CITY, KANSAS

Jeff Underhill
Mayor

ATTEST:

Tammy Melton, City Clerk

Item Attachment Documents:

- e. Consideration of Ordinance No. G-1254, Restrictions on the Ownership of Pit Bulls.

ORDINANCE G-1254

AN ORDINANCE CREATING SECTION 215.039, ENTITLED “PIT BULL OWNERSHIP, RESTRICTIONS, AND PROHIBITIONS” OF CHAPTER 215, ENTITLED “ANIMALS,” OF TITLE II, ENTITLED “OFFENSES” OF THE CODE OF ORDINANCES OF THE CITY OF JUNCTION CITY, KANSAS, TO DEFINE PARAMETERS OF PITBULL OWNERSHIP

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

SECTION 1: Section 215.039 – “Pit Bull Ownership, Restrictions, and Prohibitions” of the Code of Ordinances of the City of Junction City, Kansas is hereby amended to read as follows:

SECTION 215.039 – PIT BULL OWNERSHIP, RESTRICTIONS, AND PROHIBITIONS

- A. All adult Pit Bulls within the City shall have an identification microchip implanted in the dog traceable to the current owner and registered with the City. Such microchip information shall be included in the dog’s annual license application with the City. The owner, keeper, or harborer shall assume and pay all costs associated with the microchip procedure.
- B. Adult Pit Bulls shall be altered:
 - 1. No person shall own, keep, or harbor an adult unaltered Pit Bull.
 - 2. Adult Pit Bulls shall be altered meaning that they shall be spayed or neutered.
 - 3. The owner, keeper, or harbor shall get the Pit Bull altered as soon as is medically feasible.
- C. No person shall own, keep, or harbor more than two altered Pit Bulls in a single residence. If two or more people reside in a single residence, they shall not exceed the two adult Pit Bull limit per residence.

D. No person shall own, keep, or harbor a Pit Bull if they:

1. In the past ten (10) years:
 - i. Were convicted of felony possession of a controlled substance under K.S.A. 21-5706 or a similar offense from another jurisdiction;
 - ii. Were convicted of felony possession or distribution of paraphernalia under K.S.A. 21-5709 or K.S.A. 21-5710 or a similar offense from another jurisdiction;
 - iii. Were convicted of felony cultivation or distribution of controlled substances under K.S.A. 21-5705 or a similar offense from another jurisdiction;
 - iv. Were convicted of felony manufacturing of a controlled substances under K.S.A. 21-5703 or a similar offense from another jurisdiction;
2. Currently register as a drug or violent offender pursuant to the Kansas Offender Registration Act, K.S.A. 22-4901 *et sequential*.

E. The City shall request and obtain conviction information from the Kansas Bureau of Investigation as part of the registration and licensing process.

F. Pit Bull as used in Chapter 215 is defined as a canine that is:

1. A Staffordshire Bull Terrier;
2. An American Pit Bull Terrier;
3. An American Staffordshire Terrier; or
4. A dog which has the appearance and characteristics of being predominantly of the breeds of Staffordshire Bull Terrier, American Pit Bull Terrier, American Staffordshire Terrier, or any combination of these breeds.
5. Not a dog with written certification from a veterinarian licensed by the State of Kansas, that the dog does not contain in its lineage any Staffordshire Bull Terrier, American Pit Bull Terrier, or American Staffordshire Terrier. It shall be unlawful to knowingly falsify a document certifying a canine's lineage.

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

SECTION 3. This Ordinance shall be effective upon publication as required by law.

Passed and adopted by the Governing Body of the City of Junction City, Kansas this 18th day of February, 2020.

CITY OF JUNCTION CITY, KANSAS

Jeff Underhill
Mayor

ATTEST:

Tammy Melton, City Clerk

Item Attachment Documents:

- f. Consideration of Ordinance No. G-1255, Amendments to References in Other Ordinances Pertaining to Pit Bulls.

ORDINANCE G-1255

AN ORDINANCE AMENDING SECTIONS 215.041, ENTITLED “PROHIBITED ANIMAL SENTENCING; REPEAT OFFENDERS” AND 215.043, ENTITLED “FALSE REPRESENTING A SERVICE ANIMAL” OF CHAPTER 215, ENTITLED “ANIMALS,” OF TITLE II, ENTITLED “OFFENSES” OF THE CODE OF ORDINANCES OF THE CITY OF JUNCTION CITY, KANSAS, TO DEFINE PARAMETERS OF PITBULL OWNERSHIP

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

Section 1. Section 215.041 – PROHIBITED ANIMAL SENTENCING; REPEAT OFFENDERS of the Code of Ordinances of the City of Junction City, Kansas is hereby drafted to read as follows:

SECTION 215.041 – Prohibited Animal Sentencing; Repeat Offenders

1. *Prior Conviction.* A conviction or diversion for a violation of 215.040(b)(1), (16), (17), (18), (21), (22), (23), or (24) or 215.039 on or after May 1, 2019 is a prior conviction. Convictions or diversions prior to May 1, 2019 shall not count as a prior.
2. *First Offense.* A first conviction, with no prior convictions, shall be sentenced under Ordinance 215.110.
3. *Second Offense.* A conviction, with one prior conviction, shall be sentenced under Ordinance 215.110 with a minimum fine of \$200 and a minimum sentence of ninety (90) days in jail as an underlying jail sentence.
4. *Third Offense.* A conviction, with two or more prior convictions, shall be sentenced as a Class B misdemeanor with a minimum fine of \$500, a minimum sentence of six (6) months in jail, and probation shall not start until the defendant serves a minimum of forty-eight (48) consecutive hours in jail.
5. *Third Offense Close to Prior Conviction(s).* A conviction, with two or more prior convictions and at least conviction six months or less prior before the current conviction, shall be sentenced as a Class B misdemeanor with a minimum fine of \$750, a minimum sentence of six (6) months in jail, and defendant must serve a minimum of five (5) days in jail of which at least 48 hours must be consecutive prior to being placed on probation.

Section 2. Section 215.043 – FALSELY REPRESENTING A SERVICE ANIMAL of the Code of Ordinances of the City of Junction City, Kansas is hereby drafted to read as follows:

SECTION 215.043 – Falsely Representing A Service Animal

- A. It shall be unlawful for any person to present, display, proffer, submit, tender, represent, or otherwise hold out;
 1. that an animal is a service animal when it does not fall within the definition of Service Animal in Ordinance 215.010;
 2. that an animal is a service animal when it does not fall within the definition of

- Service Animal in Ordinance 215.010 and is prohibited from being in the City under Ordinance 215.040(b)(1), (16), (17), (22), or (23);
3. that an animal is a service animal when it does not fall within the definition of Service Animal in Ordinance 215.010 and is prohibited from being in the City under Ordinance 215.040(b)(7), (18), or (21) or 215.039;
- B. In investigating this offense, law enforcement or animal control officers may only ask two questions:
1. Is the dog or miniature horse a service animal required because of a disability?
 2. What work or task has the dog or miniature horse been trained to perform?
- C. Law enforcement or animal control officers shall not ask:
1. About the disability;
 2. For medical documentation; or
 3. That the dog or miniature horse demonstrate the work or task;
- D. It shall be prima facie evidence if:
1. The animal is not required for a disability;
 2. The animal has no task or work it was trained to perform;
 3. The animal is aggressive to another animal or any person; and/or,
 4. The animal is not with the person who has a disability it aids and is not reasonably reuniting with said person;
- E. Falsely Representing A Service Animal is:
1. A misdemeanor under Ordinance 100.090 if found guilty of 215.043(A)(1);
 2. A Class B misdemeanor if found guilty of 215.043(A)(2);
 3. A Class A misdemeanor if found guilty of 215.043(A)(3).

SECTION 3. All ordinances and parts thereof that are inconsistent with any provision of this Ordinance are hereby repealed.

SECTION 4. This Ordinance shall be effective upon publication as required by law.

Passed and adopted by the Governing Body of the City of Junction City, Kansas this 18th day of February, 2020.

CITY OF JUNCTION CITY, KANSAS

Jeff Underhill
Mayor

ATTEST:

Tammy Melton, City Clerk

Item Attachment Documents:

- g. Consideration of Award of Bid to AAIM Services in the amount of \$60,400.00 for the replacement of the heating and air conditioning for the Municipal Building Gym.

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

18 February, 2020

From: Edward Lazear, Parks & Recreation Director
To: City Commissioners and Allen Dinkel, City Manager
Subject: **HVAC Replacement Municipal Building Gymnasium**

Objective: Consideration of Award of Bid to AAIM Services in the amount of \$60,400.00 for the replacement of the heating and air conditioning for the Municipal Building Gym.

Explanation of Issue: The current heating and air conditioning system of the gymnasium is over 20 years old and has required several repairs over the past two years to keep it operational.

The City advertised requests for bids in the Daily Union, City Web Site and direct solicited two qualified vendors within Junction City. Two bids were received Thermal Comfort Air of Junction City in the amount of \$113,968.00 and AAIM Services of Cummings Kansas in the amount of \$60,400.00.

Budget Impact: This item is will be purchased within the 2020 capital improvement fund.

Should the City Commission approve this item, the work would be completed by May 1st 2020.

Alternatives:

1. Approve, Disapprove, Modify, or Postpone.

Recommendation: Staff recommends the approval of Award of Bid to AAIM Services in the amount of \$60,400.00.

Special Consideration: None

Suggested Motion:

Commissioner _____ moves to approve the award of bid to AAIM Services in the amount of \$60,400.00.

Enclosures: Request for proposals and the bid tabulation.

City of Junction City

City Clerk's Office

February 5, 2020



Administration Department

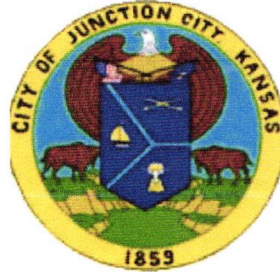
Closing Time: 1:00 pm

Open 1:05pm

HVAC Replacement Junction City Municipal Building Gymnasium

No.	Direct Solicited	Bidder	Local Vendor	Bid Bond	Performance Bond	Addendum	Signed Bid	Bid Amount	Bid Rank
1.		Thermal Comfort AIR	✓	✓				9113,968.00	
2.		AAIM Service	Comming's KS	✓				\$56,400.00	
3.									
4.									
5.									
6.									
7.									
8.									
9.									
10.									

City of Junction City, Kansas



NOTICE INVITING PROPOSALS FOR HVAC REPLACEMENT AT THE JUNCTION CITY MUNICIPAL BUILDING GYMNASIUM

BID NO. – PR 20-004

Date Issued:
January, 17th, 2020

Response Deadline:
February 5th, 2020 at 1:00 P.M. CDT

Bid Objectives

This RFP addresses the City of Junction City's desire to contract to remove and install a new HVAC system for the gymnasium of the Junction City Municipal Building located at 700 N Jefferson in Junction City Kansas.

Bids must meet the following objectives

1. Submittal of three (3) references from corporate or government customers is required in this RFP. Include names, addresses, and phone numbers.
2. Submittal of employee certifications and company certifications for providing the requested services.
3. Invoice shall be submitted to the City of Junction City Parks and Recreation Department after successful completion of entire RFP with payments to be due thirty (30) days of receipt of invoice.
4. Do you offer any warranty coverage for your services? If so, list what type of warranty coverage you offer.
5. Each bid shall include a bid bond, Cashier's Check or Certified Check drawn in the favor of the Owner, for 5% of the amount of the bid.
6. A performance bond is required with contract exceeding one hundred thousand dollars. (100,000.00)
7. The contractor shall be responsible for visiting the project site to verify existing conditions to determine the cost considerations required to complete the work requested.
8. Successful bidder to obtain any required building permits. (fee to be waived)

Project Exemption Certificate

The successful bidder will receive a Project Exemption Certificate that will allow materials for this project to be purchased without paying tax.

Scope of Work

Drywall removal and repair to mechanical rooms if needed.

All electrical supply and control voltage connections.

Reclaiming of all existing refrigerant from both systems

Refrigerant line connections.

Replacement of refrigerant line insulation at indoor and outdoor units that is removed.

Reuse of existing refrigerant lines

Draining and flushing of oil out of any refrigerant line traps on existing refrigerant lines.

Flushing of the complete existing refrigerant lines.

Ductwork modification as needed.

Removal of two existing condensing units.

Removal of two existing air handling units.

Removal of two existing duct furnaces.
Installation of two new 20 ton condensing units.
Installation of two new 20 ton air handling units.
Installation of two new 300,000 BTU duct furnaces with stainless steel heat exchangers.
Installation of two new economizer actuators and controls for outside air.
Installation of two new touch screen thermostats.
Drain piping connections.
Gas pipe connections.
Pressure testing and evacuation of all refrigerant lines.
Charging system completely with R – 410a refrigerant for each refrigerant circuit to factory specification.
Start up and test system

Queries and Primary Contact Person

All inquiries about this RFP must be made in written form, via U.S. Postal Service, Facsimile, or email, to the primary point of contact for response by 4 February, 2020

Name: Ed Lazear
Address: 2307 N Jackson
Junction City, KS 66441
Email: ed.lazear@jcks.com
Phone: 785-210-7131
Fax: 785-223-5165

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

Term of Contract

Bid proposal must be submitted which includes a fixed price for the requested service(s)

Insurance and Indemnification Requirements

- 1) Vendor shall at all times during the term of the agreement carry, maintain, and keep in full force and effect, a policy or policies of Comprehensive General Liability Insurance, with minimum limits of One Million Dollars (\$1,000,000) for each occurrence, combined single limit, against any personal injury, death, loss or damage resulting from the wrongful or negligent acts by Vendor.
- 2) Vendor shall at all times during the term of the agreement carry, maintain, and keep in full force and effect, a policy or policies of Workmen Compensation Insurance meeting established statutory requirements.

Proposal Schedule

	Date	Action
1.	17 January 2020	RFP released.
2.	5 February 2020	Sealed Bids Due by 1:00 P.M. CDT Public Bid Opening 1:05 P.M
3.	18 February 2020	Bid Awarded by City Commission (If required by fiscal policy)

Deadline for Proposals

A sealed bid must be received by the City of Junction City Kansas, at the City Clerks Office 700 N Jefferson Junction City, KS 66441, not later than 1:00 P.M. CDT on 5 February, 2020.
The sealed bid package should be clearly marked as follows:

PROPOSAL FOR: HVAC REPLACEMENT JUNCTION CITY MUNICIPAL BUILDING
GYMNASIUM.

BID NO. - PR 20-004

ATTENTION: Tammy Melton City Clerk

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

Proposal Correction or Withdrawal of Proposal Prior to Opening

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

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

Proposal Deposition

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

Non-Standard Forms

Proposals which are not submitted on the forms provided by the City of Junction City or do not adequately address the provisions of this RFP document will be rejected. A proposal in which omissions occur or which has been conditioned by the bidder in a manner that is unacceptable to the City of Junction City will be rejected. Corrections may be made until the proposal opening date, 5, February, 2020 at 1:00 P.M. CDT. No corrections may be made subsequent to proposal opening.

Acceptance or Rejection of Proposals

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

- To accept the proposal that is the lowest and or the best proposal for the City of Junction City.
- To reject any and all non-responsive proposals.
- To reject any incomplete proposals.
- To reject all proposals without cause.
- To issue subsequent requests for new proposals.
- To discontinue its negotiations after commencing negotiations with a finalist, if progress is unsatisfactory, and commence discussions with another bidder.
- To exercise local vendor preference as outlined in Junction City Fiscal Policy dated October 18 2011

Bidder's Responsibility for Costs

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

Vendor Viability

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

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

1. Entire request for proposal with all requested information.
2. Two (2) original copies of the completed bid sheet.
3. Design Specifications for entire project.
4. Required bid bond.

Bid Sheet

Company Name Thermal Comfort Air, Inc.

Address 410 N. Franklin

Junction City, KS 66441

Phone Number 785-209-3953

Principal: C. Shane Good

Title: President

Total Bid Amount: \$ 113,968.00

Attachments for bid: Project Design Specifications, Reference List, Certifications, Warranty,
anticipated date of project completion.



Thermal Comfort Air, Inc.

410 North Franklin

Junction City, Kansas 66441

Tel. (785) 209-3953

Fax (785) 209-3925

Date: 2/5/20

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

Re: Proposal For HVAC Replacement At The Junction City Municipal Building Gymnasium

Bid Objectives

1. Corporate/Government References/Customers

<u>Customer</u>	<u>Relationship Length</u>
Foot Locker Retail, Inc. 3810 S. US Hwy 77 Junction City, KS 66441 Tim Greiner 785-762-2926	33 yrs.
Geary County Public Works 200 E. 8 th Street Junction City, KS 66441 Corey Trumpp 785-238-3612	21 yrs.
Geary County USD 475 123 N. Eisenhower Junction City, KS 66441 David Wild 785-717-4000	26 yrs.

2. Company/Employee Certifications

Company – City of Junction City – Mechanical Contractor License
Thermal Comfort Air, Inc.

Employee – City of Junction City – Master Mechanical License
Shane Good
Justin Vieux
Troy Babst

Employee – City of Junction City – Journeyman Mechanical License
Kenny Ziegler
Eric Jager
Greg Wohler

3. Invoicing - Acknowledged

4. Warranty

1 yr. Labor	Thermal Comfort Air, Inc.	Included in base bid
1 yr. Parts	Lennox Industries, Inc.	Included in base bid
5 yr. Compressor	Lennox Industries, Inc.	Included in base bid
5 yr. Heat Exchanger	Lennox Industries, Inc.	Included in base bid
5 yr. Parts & Labor	TCA/Lennox	\$ 5,212.00 Add

5. Bid Bond – Attached

6. Performance Bond – Acknowledged

7. Site Visit – Acknowledged

8. Permits – Acknowledged

Vendor Viability – See Bid Objectives #1.

Anticipated Project Completion - 40 working days from Notice to Proceed.



Date: 2 / 5 / 20

C. Shane Good
President



Product Submittal

Project Information

Project Name: JC Municipal Building Gym
Project Number: 3000946178
Project Location: MANHATTAN, KS 12345, US
Project Altitude: 1000

Customer Information

Company Name: Thermal Comfort Air
Company Address: 705A Pecan Cir
Company Location: Manhattan, KS 66502-8164
Contact:
Phone: 785-537-2436

Engineering Information

Company Name:
Company Address:
Company Location:
Contact:
Phone:

We are pleased to provide the attached project submittal. If you have any questions or need additional information, please feel free to call our office.

Table of Contents

System ID	Qty	Model	Description
20 TON	1	ELS240S4D-230-3	AC/20TON/230-3
	1	ELA240S4D-STD-230	AHU/20T/230-3/STD
300K DUCT HEATER	1	LD24-300S	DUCT HEATER

Lennox Industries Inc. - Product Submittal

System ID: 20 TON

Condenser Model: ELS240S4D-230-3

Description: AC/20TON/230-3

Evaporator Coil Model: ELA240S4D-STD-230

Description: AHU/20T/230-3/STD

HEATING PERFORMANCE

Heat Source	None
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COOLING PERFORMANCE

Refrigerant	R-410A	Number Compressors	2
ARI EER	11.0	Number of Cooling Stages	2
ARI NetTotalCool	228000 (Btuh)	Condensate Drain Size	1.00 (in.)
Cond Liquid Line	(2) 5/8 (in.)	Condensate Pipe Thread	NPT
Cond Suction Line	(2) 1 3/8 (in.)	Condensate Drain Qty	1
Coil Liquid Line	(2) 5/8 (in.)	Cooling OutdoorDB	95.0 (°F)
Coil Suction Line	(2) 1-1/8 (in.)	Cooling MixedDB	80.0 (°F)
		Cooling MixedWB	67.0 (°F)

SUPPLY FAN PERFORMANCE

ExtStaticPress Supply	0.50 (in.WC)
SupplyFan NomPower	999.00 (hp)
Supply Fan Type	Belt Drive

ELECTRICAL

Condenser Voltage	208V 3Ph
Air Handler Voltage	208V 3Ph
Frequency	60 (Hz)
Condenser MCA	70.0 (amp)
Condenser MOCP	90 (amp)
Cond Oper Range-Nom Voltage	+/- 10%
Unit Oper Range-Nom Voltage	+/- 10%

DIMENSIONS

CondensingUnit Height	48.8 (in.)	CondensingUnit Weight	832 (lb)
CondensingUnit Width	60.1 (in.)	Coil/Coil Fan Weight	799 (lb)
CondensingUnit Length	88.8 (in.)		
Coil/Coil Fan Height	54.8 (in.)		
Coil/Coil Fan Width	30.5 (in.)		
Coil/Coil Fan Length	97.3 (in.)		

SOUND

Outdoor Sound Rating	89 (dBA)
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Lennox Industries Inc. - Product Submittal

System ID: 20 TON

Condenser Model: ELS240S4D-230-3

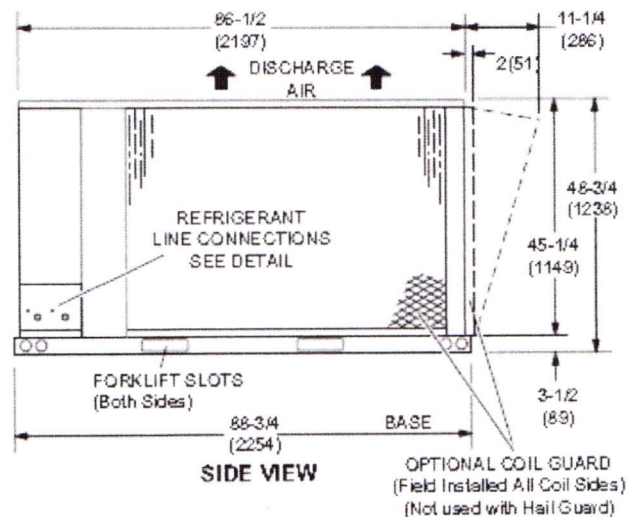
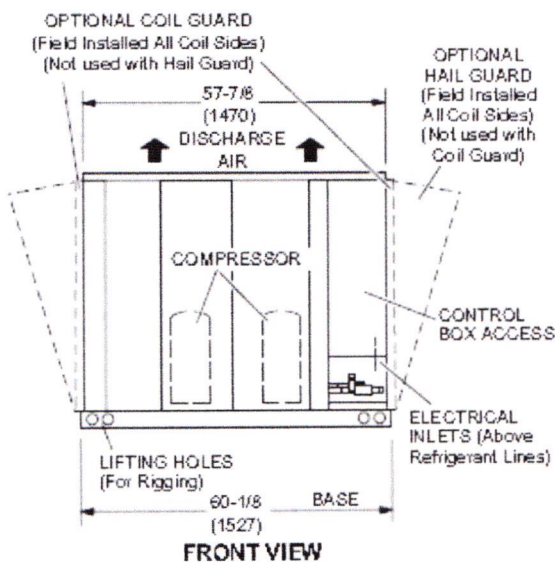
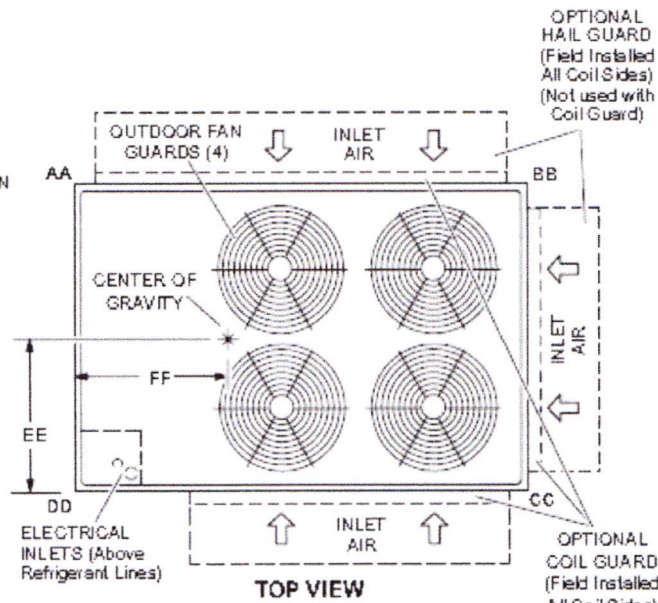
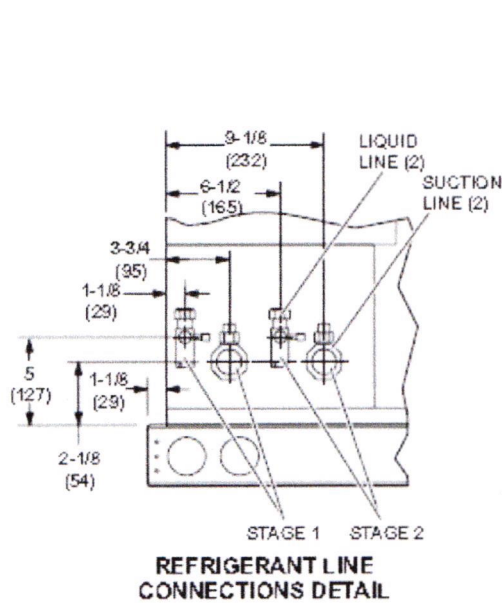
Evaporator Coil Model: ELA240S4D-STD-230

Description: AC/20TON/230-3

Description: AHU/20T/230-3/STD

DIMENSIONS - INCHES (MM) - ELS180 AND ELS240

Model No.	CORNER WEIGHTS								CENTER OF GRAVITY			
	AA		BB		CC		DD		EE		FF	
	lbs.	kg	lbs.	kg	lbs.	kg	lbs.	kg	in.	mm	in.	mm
ELS180S4D	181	82	177	81	215	98	221	100	29	737	38	965
ELS240S4D	192	87	189	86	232	105	238	108	29	737	37-1/2	953



Project: 3000946178 JC Municipal Building Gym
Quote: 4001115347 JC Municipal Building Gym

Last Changed: LANGE, BRYAN
Prepared On: 2019-11-20
Phone: 785-537-2436

Lennox Industries Inc. - Product Submittal

System ID: 20 TON

Condenser Model: ELS240S4D-230-3

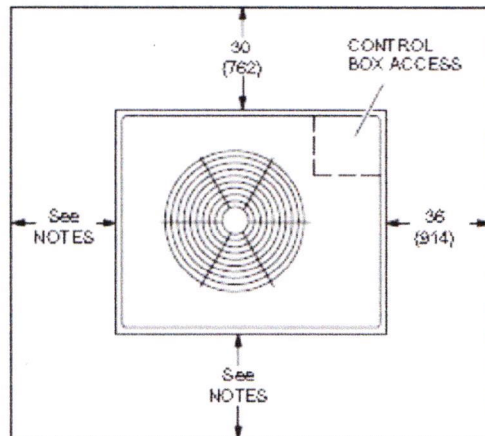
Evaporator Coil Model: ELA240S4D-STD-230

Description: AC/20TON/230-3

Description: AHU/20T/230-3/STD

UNIT CLEARANCES - INCHES (MM)

ELS072 and ELS090



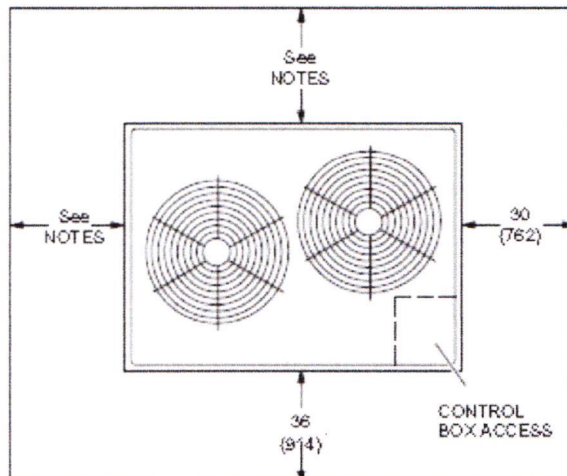
NOTES:

Clearance to one of the remaining two sides may be 12 in. (305 mm) and the final side may be 6 in. (152 mm).
A clearance of 24 in. (610 mm) must be maintained between two units.
48 in. (1219 mm) clearance required on top of unit.

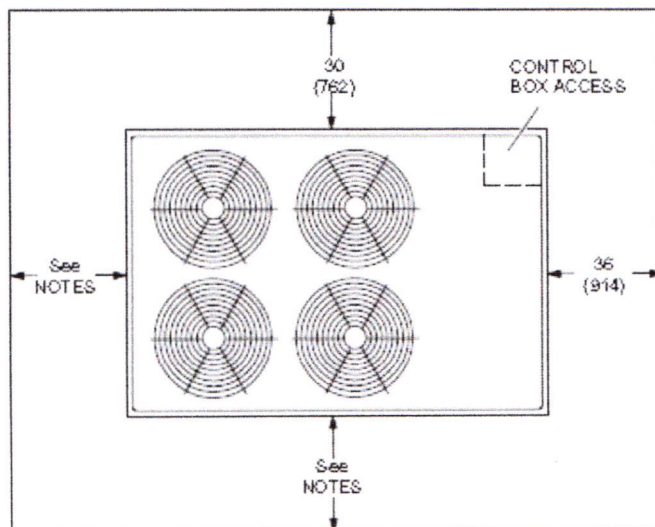
ELS120 and ELS150

NOTES:

Clearance to one of the remaining two sides may be 12 in. (305 mm) and the final side may be 6 in. (152 mm).
A clearance of 24 in. (610 mm) must be maintained between two units.
48 in. (1219 mm) clearance required on top of unit.



ELS180 and ELS240



NOTES:

Clearance to one of the remaining two sides may be 12 in. (305 mm) and the final side may be 6 in. (152 mm).
A clearance of 24 in. (610 mm) must be maintained between two units.
48 in. (1219 mm) clearance required on top of unit.

Project: 3000946178 JC Municipal Building Gym
Quote: 4001115347 JC Municipal Building Gym

Page 5 of 12

Last Changed: LANGE, BRYAN
Prepared On: 2019-11-20
Phone: 785-537-2436

Lennox Industries Inc. - Product Submittal

System ID: 20 TON

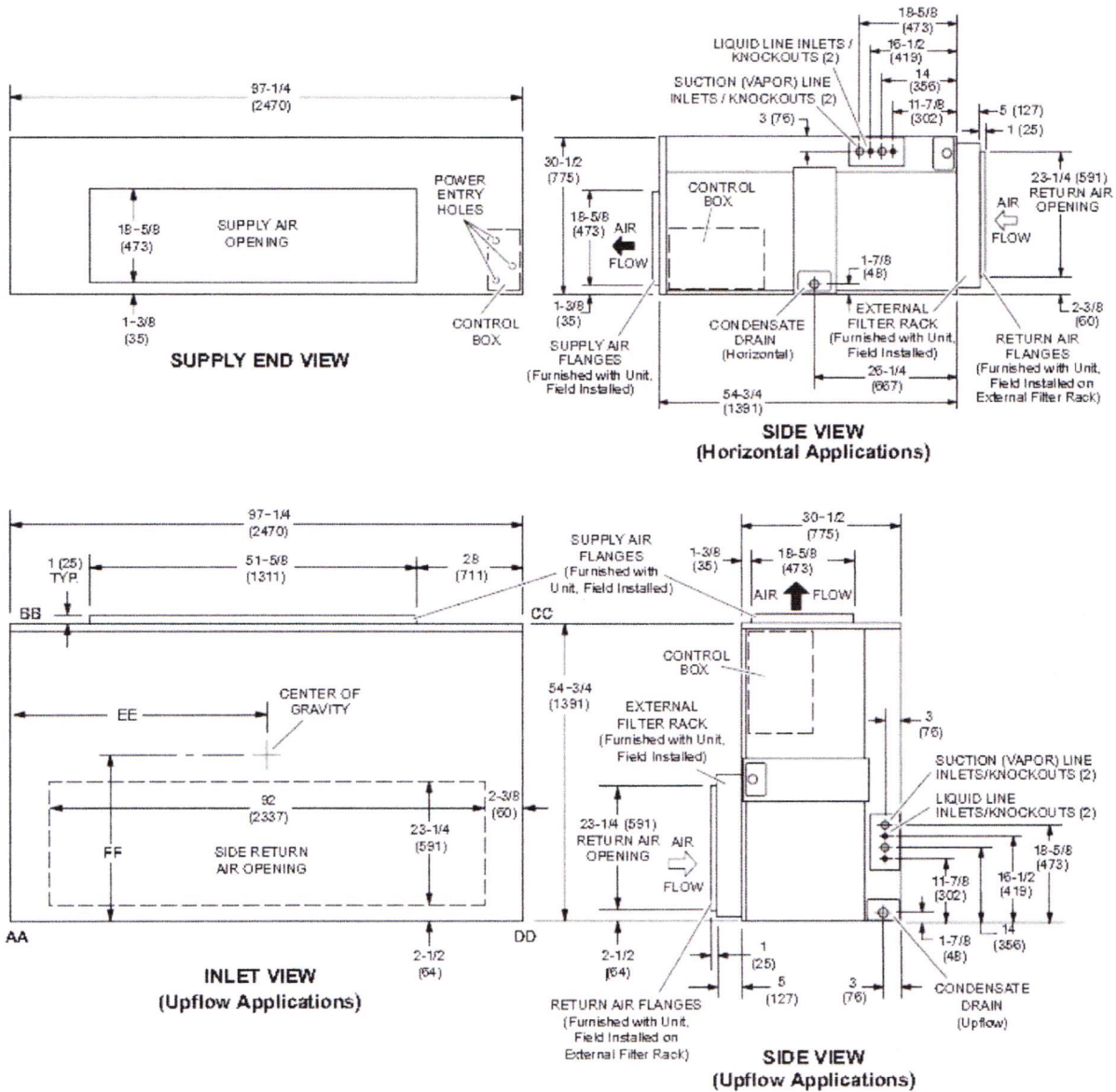
Condenser Model: ELS240S4D-230-3

Evaporator Coil Model: ELA240S4D-STD-230

Description: AC/20TON/230-3

Description: AHU/20T/230-3/STD

DIMENSIONS - UNIT - INCHES (MM) - ELA180 AND ELA240



Lennox Industries Inc. - Product Submittal

System ID: 20 TON

Condenser Model: ELS240S4D-230-3

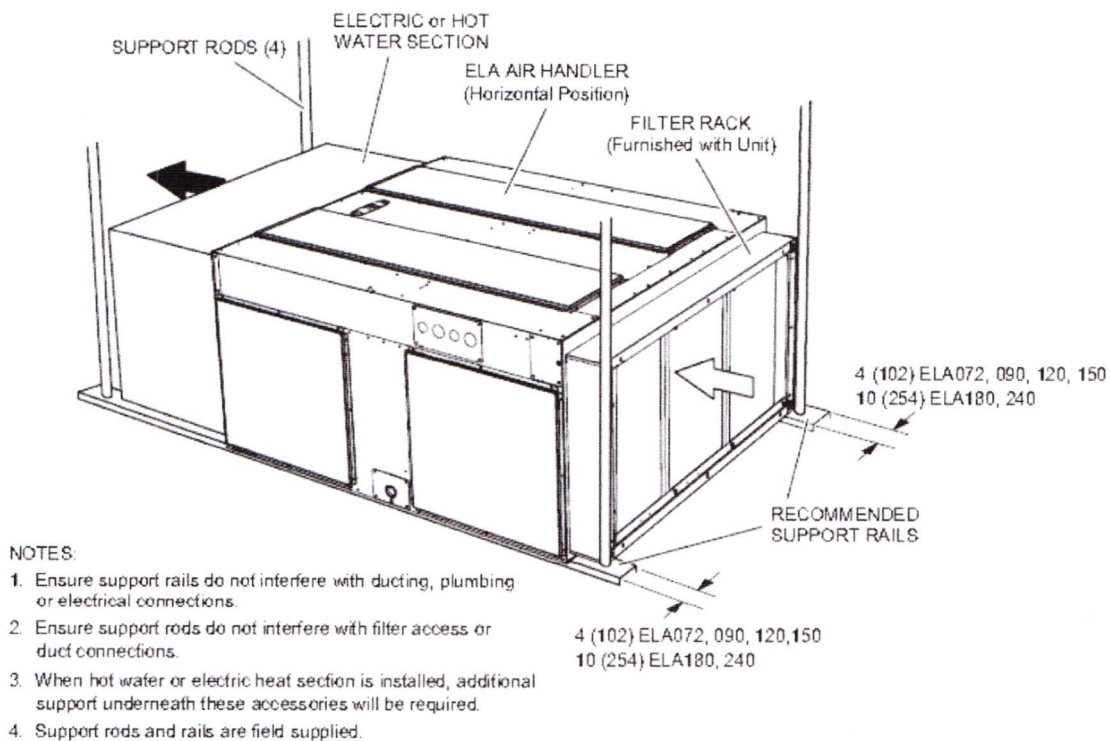
Evaporator Coil Model: ELA240S4D-STD-230

Description: AC/20TON/230-3

Description: AHU/20T/230-3/STD

DIMENSIONS - INCHES (MM)

TYPICAL SUPPORT METHOD FOR AIR HANDLER WITH HEAT SECTION IN HORIZONTAL POSITION



Lennox Industries Inc. - Product Submittal

System ID: 20 TON

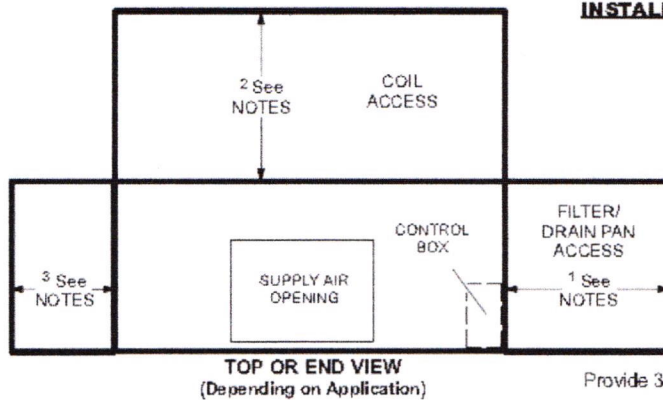
Condenser Model: ELS240S4D-230-3

Evaporator Coil Model: ELA240S4D-STD-230

Description: AC/20TON/230-3

Description: AHU/20T/230-3/STD

UNIT CLEARANCES - INCHES (MM)



INSTALLATION CLEARANCES (WITH ELECTRIC HEAT)

Cabinet - 0 in. (0 mm)
To Plenum - 0 in. (0 mm)
To Outlet Duct within 3 feet (914 mm) - 0 in. (0 mm)

RECOMMENDED SERVICE CLEARANCES

¹ Filter Removal and Routine Maintenance:
36 in. (914 mm)

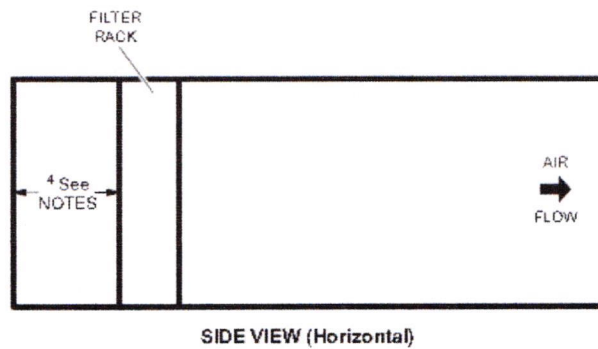
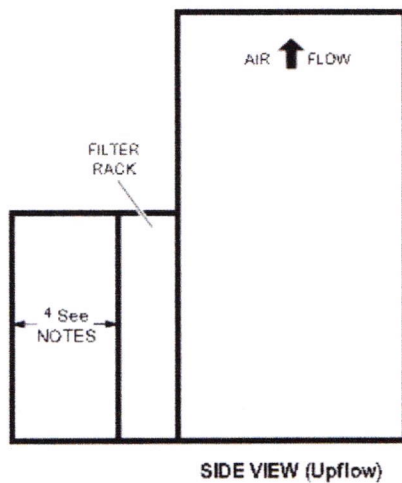
¹ Service Clearance for Drain Pan Removal:
ELA072, ELA090 - 57 in. (1448 mm)
ELA120, ELA150 - 73 in. (1854 mm)
ELA180, ELA240 - 102 in. (2590 mm)

² Coil Cleaning (Upflow):
All models - 36 in. (914 mm)

³ Alternate Coil Cleaning:
Provide 36 in. (914 mm) on this side if top/rear access is obstructed

³ Alternate Drain/Refrigerant Line Location:
Allow additional clearance if refrigerant or drain lines are routed from this side of cabinet.

⁴ Freestanding Operation With Filter Rack But Without Return Air Duct:
All models - 24 in. (610 mm)



Lennox Industries Inc. - Product Submittal

System ID: 300K DUCT HEATER

Furnace Model: LD24-300S

Description: DUCT HEATER

HEATING PERFORMANCE

Heat Source	Duct Furnace	Gas Supply Connection	0.50 (in.)
H/E HighInput	300000 (Btuh)	AFUE/ ThermalEff	80
H/E HighOutput	240000 (Btuh)		

COOLING PERFORMANCE

	Cooling OutdoorDB	95.0 (°F)
	Cooling MixedDB	80.0 (°F)
	Cooling MixedWB	67.0 (°F)

SUPPLY FAN PERFORMANCE

ExtStaticPress Supply	0.50 (in.WC)
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ELECTRICAL

Furnace Voltage	115V 1Ph
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DIMENSIONS

	Furnace Weight	275 (lb)
	Furnace Height	32.2 (in.)
	Furnace Width	23.1 (in.)
	Furnace Length	31.3 (in.)

Lennox Industries Inc. - Product Submittal

System ID: 300K DUCT HEATER

Furnace Model: LD24-300S

Description: DUCT HEATER

SYSTEM FEATURES

Heavy Gauge Cold Rolled Steel Cabinet

Solid State Electronic Direct Spark Ignition Control. Spark is intermittent and occurs only when required.

Aluminized Steel Inshot Burners

Burner Assembly is removable from the unit as a single component

Induced Draft Blower with thermally protected motor with ball bearings

Limited warranty on solid-state ignition modules of 3 years

See Limited Warranty Certificate included with unit for details

Project: 3000946178 JC Municipal Building Gym

Quote: 4001115347 JC Municipal Building Gym

Page 10 of 12

Last Changed: LANGE, BRYAN

Prepared On: 2019-11-20

Phone: 785-537-2436

Lennox Industries Inc. - Product Submittal

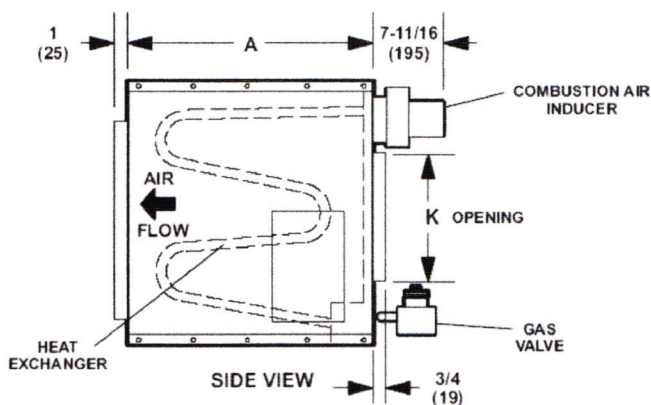
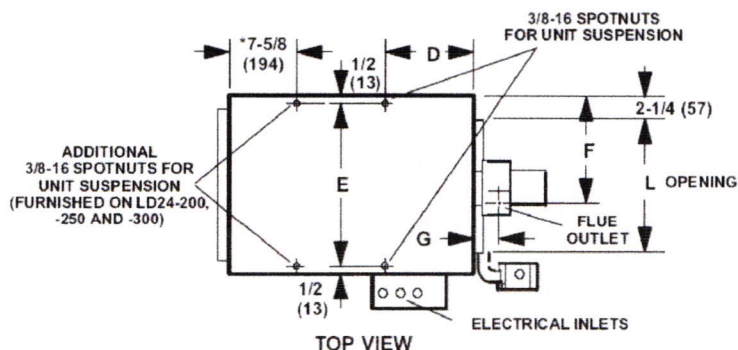
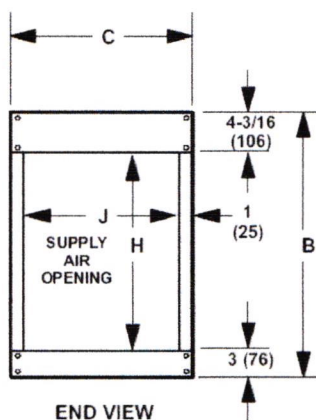
System ID: 300K DUCT HEATER

Furnace Model: LD24-300S

Description: DUCT HEATER

DIMENSIONS - INCHES (MM)

*NOTE — Two spotnuts are furnished on LD24-75, -100, -125, -150
— Four spotnuts are furnished on LD24-200, -250, -300



Model No.		A	B	C	D	E	F	G	H	J	K	L
LD24-75	in.	26	28-5/16	19-1/2	8-1/2	18-1/2	11-3/4	2-1/2	21-1/8	17-1/2	13-3/8	15
	mm	660	719	495	216	469	298	64	537	445	340	381
LD24-100	in.	31-5/16	32-3/16	20-1/8	10-1/2	19-1/16	11-3/4	3-1/4	25	18-1/8	15-3/8	15-5/8
LD24-125	mm	795	818	511	267	484	298	83	635	460	391	397
LD24-150	in.	31-5/16	32-3/16	23-1/8	11-3/8	23-1/16	8-1/2	3-1/4	25	21-1/8	15-3/8	17-1/8
	mm	795	818	587	289	586	216	83	635	537	391	435
LD24-200	in.	31-5/16	32-3/16	41-1/8	3-11/16	40	17-1/2	3-1/4	25	39-1/8	15-3/8	35-1/16
LD24-250	mm	795	818	1045	97	1016	445	83	635	994	391	891
LD24-300	mm	795	818	1045	97	1016	445	83	635	994	391	891

LD24 SPECIFICATIONS

Project: 3000946178 JC Municipal Building Gym
Quote: 4001115347 JC Municipal Building Gym

Last Changed: LANGE, BRYAN
Prepared On: 2019-11-20
Phone: 785-537-2436

Lennox Industries Inc. - Product Submittal

System ID: 300K DUCT HEATER

Furnace Model: LD24-300S

Description: DUCT HEATER

SPECIFICATIONS

Gas Heating Performance	Aluminized Steel Heat Exchanger	LD24-75A	LD24-100A	LD24-125A	LD24-150A	LD24-200A	LD24-250A	LD24-300A
	Stainless Steel Heat Exchanger	LD24-75S	LD24-100S	LD24-125S	LD24-150S	LD24-200S	LD24-250S	LD24-300S
Heating Capacity - Input - Btuh		75,000	100,000	125,000	150,000	200,000	250,000	300,000
Output - Btuh		60,000	80,000	100,000	120,000	160,000	200,000	240,000
Steady State Efficiency		80.0%	80.0%	80.0%	80.0%	80.0%	80.0%	80.0%
Air Volume Throughput - cfm		780 - 2700	870 - 3700	1020 - 4700	1320 - 5600	1480 - 4230	1850 - 5290	2220 - 6190
Temperature Rise - °F		21 - 71	20 - 85	20 - 91	20 - 84	35 - 100	35 - 100	36 - 100
Connections in.	Flue Size (round)	1 4	1 4	1 4	1 4	2 5	2 5	2 5
	Gas Piping Size (npt)	1/2	1/2	1/2	1/2	3/4	3/4	3/4
	Condensate Drain Size (barb)	1/4	1/4	1/4	1/4	1/4	1/4	1/4
Shipping Weight - 1 package (lbs)		95	130	135	150	245	260	275

INLAND
INSURANCE COMPANY

P.O. Box 80468 • Lincoln, Nebraska 68501-0468
PHONE • 1-800-755-2666
FAX • 402-435-3274

UNIVERSAL
SURETY COMPANY

BID BOND

KNOW ALL MEN BY THESE PRESENTS: That we,
Thermal Comfort Air, Inc.

705 Pecan Circle, Manhattan, KS 66502

as Principal, hereinafter called the principal, and Universal Surety Company a corporation duly organized under the laws of the State of Nebraska, as Surety, hereinafter called the Surety, are held and firmly bound unto

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

as Obligee, hereinafter called the Obligee, in the sum of per attached bid not to exceed five percent -----

_____ (\$ 5.0%) DOLLARS,
lawful money of the United States of America, for the payment of which sum of money well and truly to be made, the said Principal and Surety bind themselves, their and each of their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for:
Junction City Municipal Building Gymnasium (Re HVAC Replacement)

NOW THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed, Sealed and Dated, this 4th day of February, 2020.

Thermal Comfort Air, Inc.

Principal _____ (Seal)

By: _____ (Title)

Universal Surety Company

Surety _____ (Seal)

By: Alison Burton
Alison Burton, Attorney-in-fact

Witness

Alison Burton
Witness

U & IB 613 Bid Bond Conforms to AIA Document A-310 (1970)

UNIVERSAL SURETY COMPANY

Lincoln, Nebraska

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That the **UNIVERSAL SURETY COMPANY**, a corporation of the State of Nebraska having its principal office in the City of Lincoln, Nebraska, pursuant to the following Bylaw, which was adopted by the Board of Directors of the said Company on July 23, 1981, to wit:

"Article V-Section 6. RESIDENT OFFICERS AND ATTORNEYS-IN-FACT. The President or any Vice President, acting with any Secretary or Assistant Secretary, shall have the authority to appoint Resident Vice Presidents and Attorneys-In-Fact, with the power and authority to sign, execute, acknowledge and deliver on its behalf, as Surety: Any and all undertakings of suretyship and to affix thereto the corporate seal of the corporation. The President or any Vice President, acting with any Secretary or Assistant Secretary, shall also have the authority to remove and revoke the authority of any such appointee at any time."

Jeffrey J. Kruse or Michael W. Widman or Brooke Steiner or Alison Burton or Travis Say
or Sandra Wade, Manhattan, Kansas or Elizabeth A. Smoller, St. George, Kansas

its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver for and on its behalf, as Surety:
Any and all undertakings of suretyship

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its offices in Lincoln, Nebraska, in their own persons.

The following Resolution was adopted at the Regular Meeting of the Board of Directors of the **UNIVERSAL SURETY COMPANY**, held on July 23, 1981:

"RESOLVED, That the signatures of officers of the Company and the seal of the Company may be affixed by facsimile to any Power of Attorney executed in accordance with Article V-Section 6 of the Company Bylaws: and that any such Power of Attorney bearing such facsimile signatures, including the facsimile signature of a certifying Assistant Secretary and facsimile seal shall be valid and binding upon the Company with respect to any bond, undertaking or contract of suretyship to which it is attached."

All authority hereby conferred shall remain in full force and effect until terminated by the Company.

IN WITNESS WHEREOF, **UNIVERSAL SURETY COMPANY** has caused these presents to be signed by its President and its corporate seal to be hereunto affixed this 16th day of February, 20 18.

Carol J. Clark

UNIVERSAL SURETY COMPANY

Curt L. Hartter



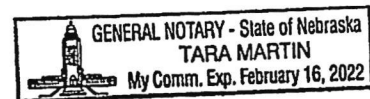
State of Nebraska }
County of } ss.
 } Lancaster

By

President

On this 16th day of February, 20 18, before me personally came Curtis L. Hartter, to me known, who being by me duly sworn, did depose and say that (s)he resides in the County of Lancaster, State of Nebraska; that (s)he is the President of the **UNIVERSAL SURETY COMPANY**, the corporation described in and which executed the above instrument; that (s)he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; that (s)he signed (his) (her) name by like order; and that Bylaw, Article V-Section 6, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

Tara Martin



My Commission Expires February 16, 2022.

Notary Public

I, Philip C. Abel, Director of **UNIVERSAL SURETY COMPANY**, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said **UNIVERSAL SURETY COMPANY**, which is still in full force and effect.

Signed and sealed at the City of Lincoln, Nebraska this 4th day of February, 20 20.

Philip C. Abel

Director





ESTIMATE

#171

TOTAL

City Of Junction City, Ks
700 N Jefferson St
Junction City, KS 66441

CONTACT US
13729 222nd Rd
Cummings, KS 66016

(785) 210-7131
sales@aaimservice.com

(913) 426-5050
sales@aaimservice.com

ESTIMATE

Services	amount
Custom Job	\$56,400.00

Removal of 2-20 ton HVAC split systems and 2 duct furnaces.

Recover refrigerant.

Proper flush, pressure test and vacuum.

Installation of 2- 20 ton Trane split HVAC systems with 2- new 300,000 btu Sterling duct heaters.

Proper refrigerant charge.

2- new economizer actuators with basic controls.

Custom sheet metal plenums.

2- new touch screen thermostats.

Disassemble and reassemble units to fit through doors.

Replace suction line insulation as needed.

Re connect to existing low and high voltage wiring.

Copper piping at each piece of equipment.

New drain piping.

Gas piping and flue connections.

Start, test and balance system.

Sheetrock repair if necessary.

1 year Labor warranty

Labor and Freight included.

Exclusions: All new low and high voltage electrical service. All new gas service. Replacing/
repairing refrigerant linesets. Linesets are assumed to have no leaks. All new flue piping.

Total

\$56,400.00

Thank You

AAIM Heating & Cooling

aaimservice.com

Bid Sheet

Company Name AAI'm Services, LLC

Address 13729 222nd Rd

Cummins, KS 66816

Phone Number (913) 426-5050

Principal: Alan Hare AKA

Title: Project Manager

Total Bid Amount: 56,400 ⁰⁰/₁₀₀

Attachments for bid: Project Design Specifications, Reference List, Certifications, Warranty,
anticipated date of project completion.



Western Surety Company

BID BOND
(Percentage)

Bond Number: 72235825

KNOW ALL PERSONS BY THESE PRESENTS, That we AAIM Services LLC

13729 222nd Rd., Cummings, KS 66016

, hereinafter referred to as the Principal, and Western Surety Company

, as Surety, are held and firmly bound unto City of Junction City

of 700 N. Jefferson, Junction City, KS 66441

, hereinafter referred to as the Obligor, in the sum of Five (5 %) percent of the greatest amount bid, for the payment of which we bind ourselves, our legal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has submitted or is about to submit a proposal to Obligor on a contract for

HVAC Replacement Junction City Municipal Building Replace 2 20 Ton HVAC Systems

NOW, THEREFORE, if the said contract be awarded to Principal and Principal shall, within such time as may be specified, enter into the contract in writing and give such bond or bonds as may be specified in the bidding or contract documents with surety acceptable to Obligor; or if Principal shall fail to do so, pay to Obligor the damages which Obligor may suffer by reason of such failure not exceeding the penalty of this bond, then this obligation shall be void; otherwise to remain in full force and effect.

SIGNED, SEALED AND DATED this 5th day of February, 2020.

AAIM Services LLC
(Principal)

By _____ (Seal)

Western Surety Company
(Surety)

By Lincoln M. Reilly (Seal)
Attorney-in-Fact

Western Surety Company

POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 72235825

Know All Men By These Presents, that WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, and having its principal office in Sioux Falls, South Dakota (the "Company"), does by these presents make, constitute and appoint LINDA M REILLY

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred, to execute, acknowledge and deliver for and on its behalf as Surety, bonds for:

Principal: AAIM Services LLC

Obligee: City of Junction City

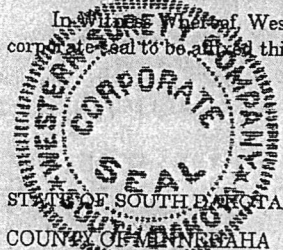
Amount: \$1,000,000.00

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the Vice President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said attorney(s)-in-fact may do within the above stated limitations. Said appointment is made under and by authority of the following bylaw of Western Surety Company which remains in full force and effect.

"Section 7. All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

If Bond No. 72235825 is not issued on or before midnight of May 5, 2020, all authority conferred in this Power of Attorney shall expire and terminate.

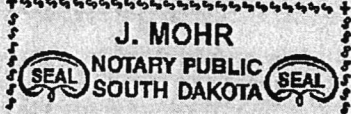
In witness whereof, Western Surety Company has caused these presents to be signed by its Vice President, Paul T. Bruflat, and its corporate seal to be affixed this 5th day of February, 2020.



WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

On this 5th day of February, in the year 2020, before me, a notary public, personally appeared Paul T. Bruflat, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.



Notary Public - South Dakota

My Commission Expires June 23, 2021

I the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable, and furthermore, that Section 7 of the bylaws of the Company as set forth in the Power of Attorney is now in force.

In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this 5th day of February, 2020.

WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage.

Reference list:

Atchison, Ks Police Station-

New HVAC System 2019

Project Value 117,000.00 for both phases

Contact: Herner Construction

Chris Herner (816) 232-4551

Kansas city, Ks Housing Authority-

Installation of multiple HVAC Systems

Project Value 284,000.00

Contact: Tony Shomin, Facilities Management

(913) 281-3300

City of Lancaster, Ks-

Installation of HVAC for city Gymnasium

Project Value: 32,000.00

Contact: Tim Callahan, City Mayor (913) 874-2415

Church of the Nazarene Junction City

Installation of HVAC

Project Value: 20,000.00

Contact: Aaron Lanter, Roofing general contractor

(913) 426-4013



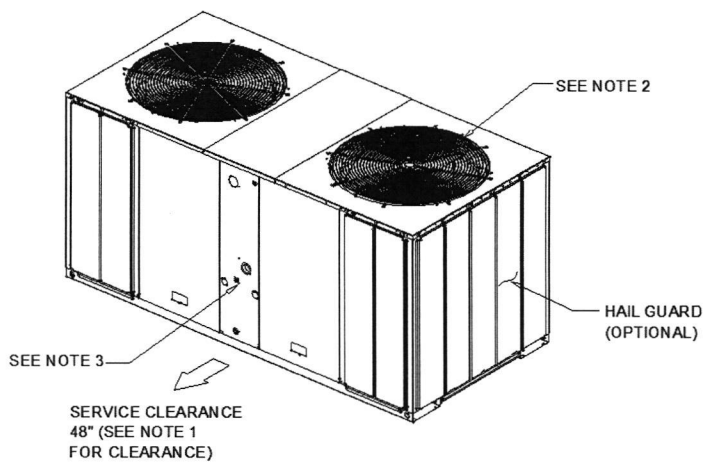
Model Number TTA24043DAB**AE000000000000000000000000

Customer : Alan Kane
Project : Junction City Municipal Gym
Name : AAIM Service

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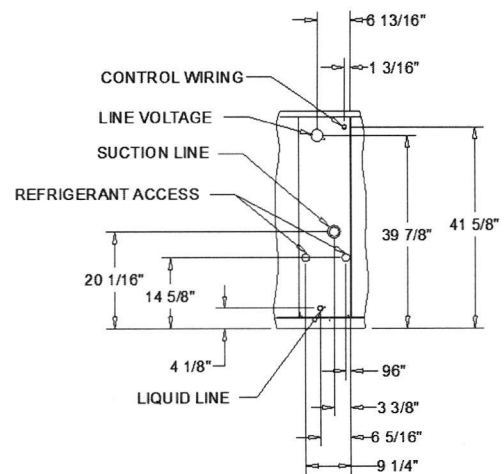
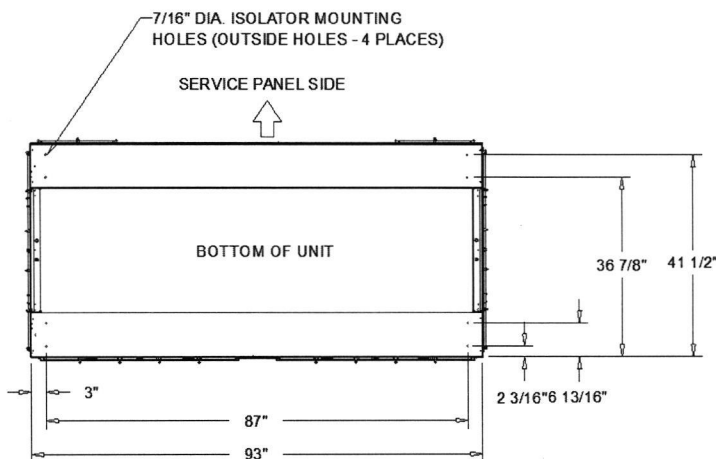
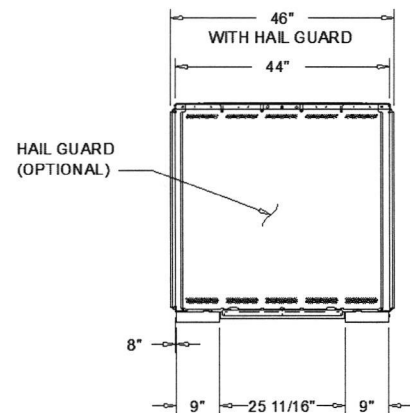
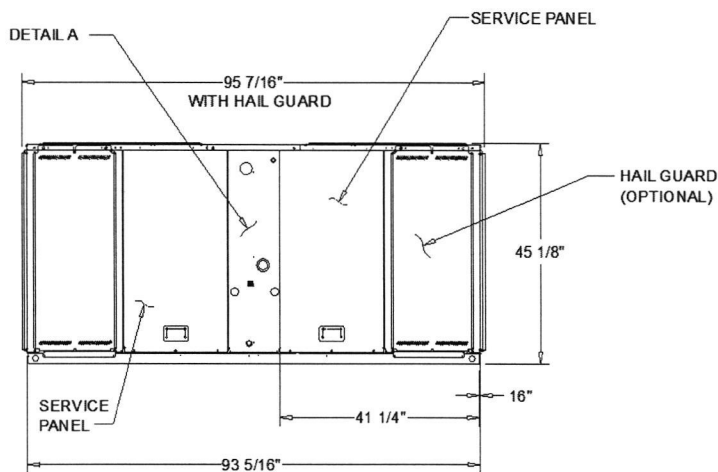
General

Unit Function	Cooling	Unit Tonnage	20 Tons
Voltage	208-230/60/3	Refrigerant	R-410A Refrigerant
Refigration Circuit / Stage	Dual Compressors / Dual Circuit	Controls	Electromechanical



NOTES:

1. MINIMUM CLEARANCE FOR PROPER OPERATION IS 36" FROM WALLS, SHRUBBERY, PRIVACY FENCES ETC. MINIMUM CLEARANCE BETWEEN ADJACENT UNITS IS 72". RECOMMENDED SERVICE CLEARANCE 48"
2. TOP DISCHARGE AREA SHOULD BE UNRESTRICTED FOR 100' MINIMUM. UNIT SHOULD BE PLACED SO ROOF RUN-OFF WATER DOES NOT POUR DIRECTLY ON UNIT
3. OUTDOOR AIR TEMPERATURE SENSOR OPENING (DO NOT BLOCK OPENING)



FRONT DETAIL A
DIMENSIONAL DETAIL

15 - 20 TON COOLING CONDENSER (DUAL / MANIFOLDED COMPRESSOR)
DIMENSIONAL DRAWING



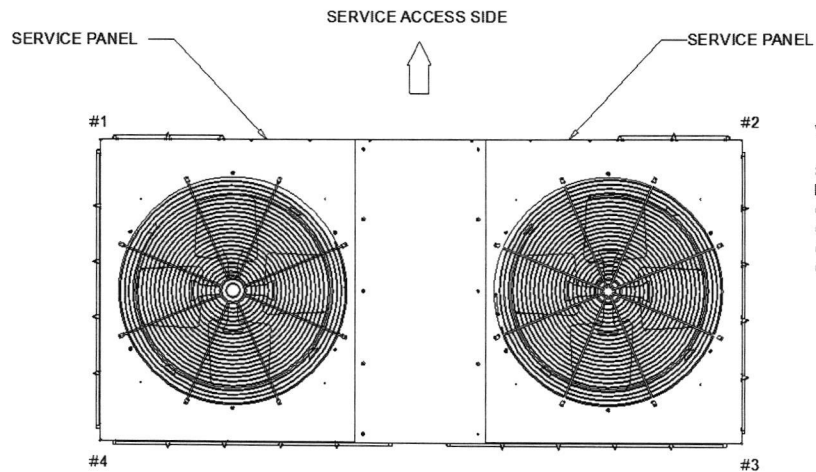
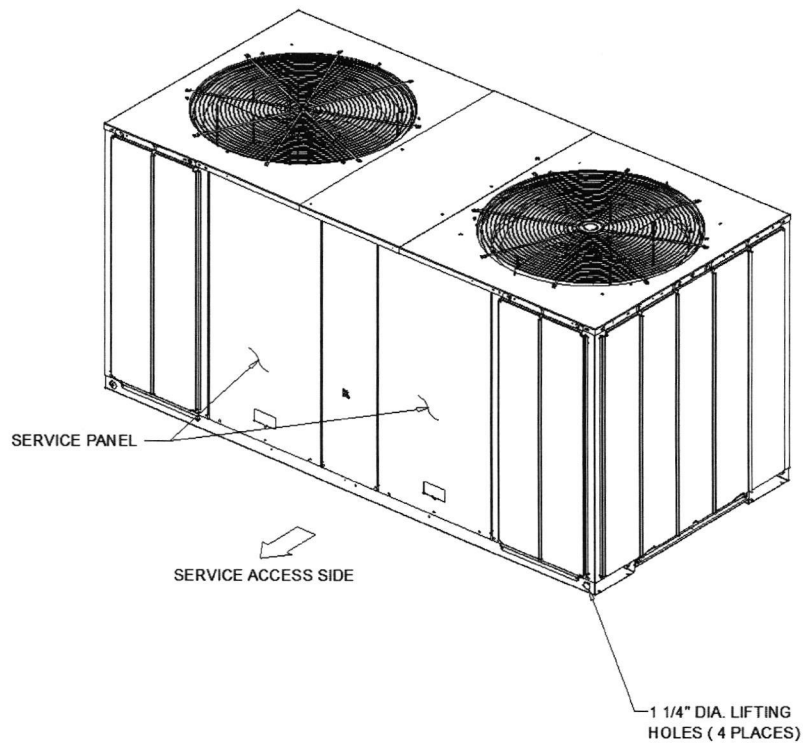
ELECTRICAL DATA CONDENSER

ELECTRICAL DATA		COMPRESSOR MOTOR		CONDENSER FAN MOTOR	
Model:	TTA24043D	No.:	2	No.:	2
Unit Operating Voltage:	187 - 253	Volts:	208-230	Volts:	208-230
Minimum Circuit Ampacity:	87.0	Phase:	3	Phase:	1
Maximum Fuse Size:	110.0	Amp-RLA:	35.4/32.6	Amp-FLA:	5.0
Maximum Circuit Breaker:	110.0	Amp-LRA:	240.0/240.0	Amp-LRA:	14.4

GENERAL DATA CONDENSER			
COOLING PERFORMANCE (1)(2)(3)(4)(5)		COMPRESSOR	
Matched Air Handler:	TWE2404*B*	Number:	Scroll
Condensing Unit Only:	250,000	No. Compressor / Tons:	2/10.0
ARI Net Cooling Capacity:	244,000	SYSTEM DATA (7)	
Matched Air Handler (EER):	10.2		
Condensing Unit Only (EER):	12.5		
System KW	21.8		
Condensing Unit KW:	20.0		
System IEER:	11.6	No. Refrigerant Circuits:	2
		Suction Line (in.) OD:	1 3/8" Horizontal & Vertical
		Liquid Line (in.) OD:	1/2"
OUTDOOR COIL		OUTDOOR FAN	
Tube Size (in.) OD	13/16"	No. Used/Diameter (in.):	2 / 28"
Face Area (sq. ft.)	44 5/16"	Drive Type/No. Speeds:	DIRECT / 1
Rows/FPI	1/23	No. Motors/HP:	2 / 1
		Motor RPM:	1,100
REFRIGERANT CHARGE (Fid Supplied) (7)(8)			
TYPE:	R-410A		
(Circuits #1):	11.2 lb		
(Circuits #2):	11.2 lb		

NOTES:

- Cooling performance is rated at 95 F ambient, 80 F entering dry bulb, 67 F entering wet bulb. Gross capacity does not include the effect of fan motor heat. AHRI capacity is net and includes the effect of fan motor heat. Ratings shown are tested and certified in accordance with AHRI.
- Standard 340/360 or 365 certification program.
- Condensing Unit Only Gross Cooling Capacity rate at 45 F saturated suction temperature and at 95 F ambient.
- ARI Net Cooling Capacity is calculated with matched blower coil and 25 ft. of OD interconnecting tubing. EER is rated at AHRI conditions and in accordance with DOE test procedures.
- Integrated Part Load Value is based on AHRI Standard 340/360 or 365. Units are rated at 80 F ambient, 80 F entering dry bulb, and 67 F entering wet bulb at AHRI rated CFM.
- Sound Rating shown is tested in accordance with AHRI Standard 270.
- Refer to refrigerant piping program for line sizing and line length.
- Refrigerant (operating) charge is for condensing unit (all circuits) with matching blower coils and 25 ft. of interconnecting refrigerant lines. All units are shipped with a small nitrogen holding charge only.

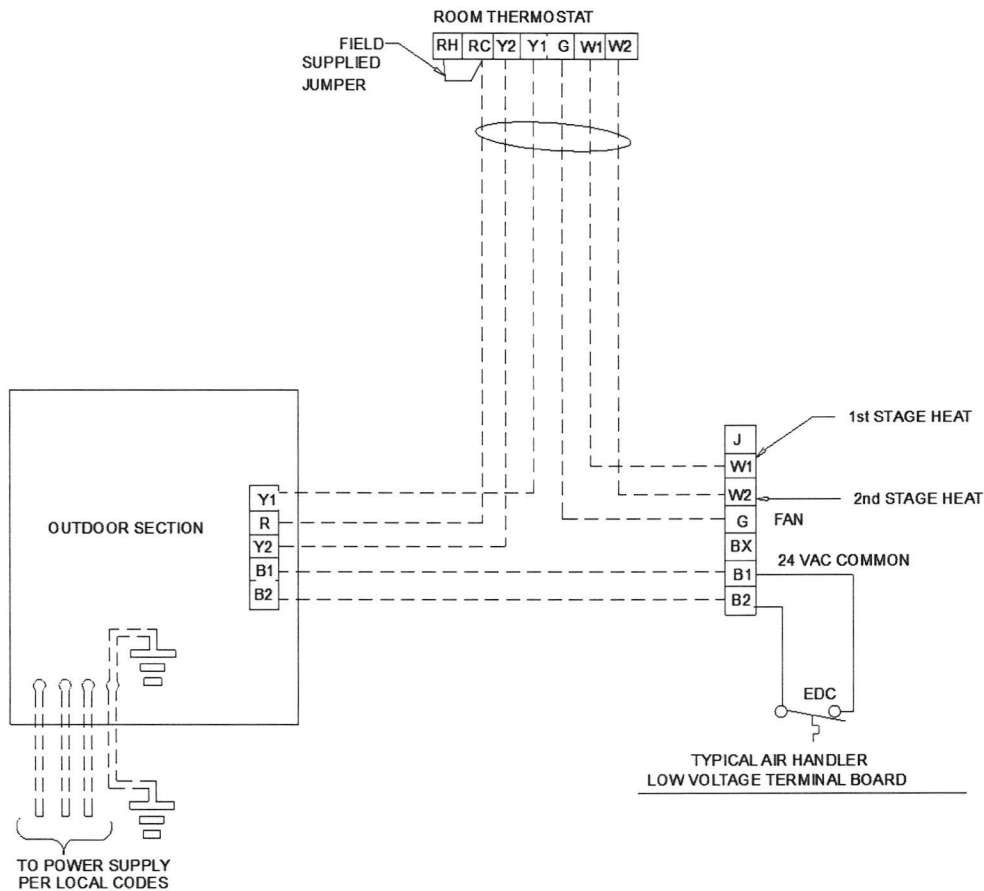


WEIGHTS AND CORNER WEIGHTS

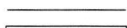
Shipping:	875.0 lb
Net	709.0 lb
Corner 1:	156.0 lb
Corner 2:	241.0 lb
Corner 3:	122.0 lb
Corner 4:	190.0 lb

WEIGHTS AND LOAD POINT LOCATION FOR CONDENSOR

WEIGHT AND RIGGING



INTER-COMPONENT WIRING

	24 VOLT LINE VOLT	FACTORY WIRING
	24 VOLT LINE VOLT	FIELD WIRING

NOTES:

1. POWER WIRING AND GROUNDING OF EQUIPMENT MUST COMPLY WITH LOCAL CODES.
2. BE SURE POWER SUPPLY AGREES WITH EQUIPMENT NAMEPLATE.
3. LOW VOLTAGE WIRING TO BE 18 A.W.G. MINIMUM CONDUCTOR.
4. USE COPPER CONDUCTORS ONLY.
5. THE TWE120A UNIT DOES NOT HAVE A "Y2" TERMINAL.

TTA Microchannel - General

Weatherproofed steel mounting/lifting rails Hermetic scroll compressors Microchannel condenser coils on select models Plate fin condenser coils Fans and motors Standard operating range 50-125°F (min. 0°F with low ambient accessory) Nitrogen holding charge Certified and rated in accordance with AHRI and DOE

is Certified to UL 1995

218 Microchannel - Casing

Zinc coated, heavy gauge, galvanized steel Weather resistant baked enamel finish Meets ASTM B117, 672 hour salt spray test



Removable single side maintenance access panels

Lifting handles in maintenance access panels

Unit base provisions for forklift and/or crane lifting

Refrigeration System - Dual Compressor (TTA073H, TTA090H, TTA120H, TTA150H, TTA180H, TTA240H)

Two (2) separate and independent refrigerant circuits Each refrigeration circuit equipped with integral subcooling circuit Front or rear refrigerant line connections (TTA180H/240H)

Two (2) direct drive hermetic scroll compressor Suction gas-cooled motors w/ $\pm 10\%$ voltage utilization range of unit nameplate voltage Crankcase Heaters Internal temperature and current sensitive motor overloads Factory installed liquid line filter driers Phase loss/reverse rotation monitor Liquid line service valves (with gauge port) Suction line service valves (with gauge port) No compressor suction and/or discharge valves (reduced vibration/sound) External high pressure cutout devices

TTA Microchannel - Condenser Coil (Microchannel)

Microchannel coils burst tested by the manufacturer Coils shall be leak tested to ensure the pressure integrity Factory pressure and leak tested to 660 psig Perforated steel hail guards available (factory installed option or field installed accessory)

TTA Microchannel - Condenser Fan

26" or 28" propeller fan(s) Direct drive Statically and dynamically balanced

TTA Microchannel - Condenser Motor(s)

Permanently lubricated totally enclosed or open construction Built-in current and thermal overloads Ball or sleeve bearing type

TTA Microchannel - Controls

Choice of electromechanical or microprocessor Completely internally wired Numbered and colored wires Contactor pressure lugs or terminal block Unit external mounting location for disconnect device Single point power entry

TTA Controls: Electro-Mechanical

24V control circuit Control transformer Thermostat compatible Anti-Short Cycle Timer

INSTALLATION INSTRUCTIONS AND SERVICE MANUAL

SEPARATED COMBUSTION GAS-FIRED INDOOR DUCT FURNACE

ATTENTION: READ THIS MANUAL AND ALL LABELS ATTACHED TO THE UNIT CAREFULLY BEFORE ATTEMPTING TO INSTALL, OPERATE OR SERVICE THESE UNITS! CHECK UNIT DATA PLATE FOR TYPE OF GAS AND ELECTRICAL SPECIFICATIONS AND MAKE CERTAIN THAT THESE AGREE WITH THOSE AT POINT OF INSTALLATION. RECORD THE UNIT MODEL AND SERIAL No.(s) IN THE SPACE PROVIDED. RETAIN FOR FUTURE REFERENCE.

Unit No. _____ Serial No. _____

FOR YOUR SAFETY

The use and storage of gasoline or other flammable vapors and liquids in open containers in the vicinity of this appliance is hazardous.



FOR YOUR SAFETY

If you smell gas:

1. Open windows.
2. Don't touch electrical switches.
3. Extinguish any open flame.
4. Immediately call your gas supplier.

▲ WARNING Improper installation, adjustment, alteration, service or maintenance can cause property damage, injury or death. Read the installation, operating and maintenance instructions thoroughly before installing or servicing this equipment.

APPROVED FOR USE IN CALIFORNIA

▲ WARNING Install, operate and maintain unit in accordance with manufacturer's instructions to avoid exposure to fuel substances or substances from incomplete combustion which can cause death or serious illness. The state of California has determined that these substances may cause cancer, birth defects, or other reproductive harm.

INSTALLER'S RESPONSIBILITY

Installer Please Note: This equipment has been test fired and inspected. It has been shipped free from defects from our factory. However, during shipment and installation, problems such as loose wires, leaks or loose fasteners may occur. **It is the installer's responsibility to inspect and correct any problems that may be found.**

RECEIVING INSTRUCTIONS

Inspect shipment immediately when received to determine if any damage has occurred to the unit during shipment. After the unit has been uncrated, check for any visible damage to the unit. If any damage is found, the consignee should sign the bill of lading indicating such damage and immediately file claim for damage with the transportation company.



260 NORTH ELM ST., WESTFIELD, MA 01085
TEL: (413) 568-9571 FAX: (413) 562-8437
www.mestek.com



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GENERAL SAFETY INFORMATION

The duct furnace design is certified by ETL for use with natural and LP (propane) gases. ANSI and NFPA Standards as well as Canadian installation codes referred to in this manual are the ones that were applicable at the time that the design was certified.

If the unit is to be installed at altitudes exceeding 2,000 feet (610m) above sea level, derate the input by 4% for each 1,000 feet (305m) rise above sea level. Special orifices are required for installations above 2,000 feet.

When units are installed in Canada, any reference to derations at altitudes in excess of 2,000 feet (610m) are to be ignored. At altitudes of 2,000 to 4,500 feet (610 to 1372m), the units must be orificed for 90% of normal altitude rating, and be so marked in accordance with ETL certification.

The following terms are used throughout this manual, in addition to the ETL requirements to bring attention to the presence of potential hazards, or to important information concerning the product:

▲ DANGER Indicates an imminently hazardous situation which, if not avoided, will result in death, serious injury, or substantial property damage.

▲ WARNING Indicates an imminently hazardous situation which, if not avoided, could result in death, serious injury, or substantial property damage.

▲ CAUTION Indicates an imminently hazardous situation which, if not avoided, may result in minor injury or property damage.

NOTICE: Used to notify of special instructions on installation, operation, or maintenance which are important to equipment but not related to personal injury.

GENERAL SAFETY INFORMATION

▲ WARNING Failure to comply with the general safety information may result in extensive property damage, severe personal injury, or death!

▲ WARNING This product must be installed by a licensed plumber or gas fitter when installed within the Commonwealth of Massachusetts.

Installation must be in accordance with local codes, or in absence of local codes, with the latest edition of ANSI Standard Z223.1 (N.F.P.A. No. 54) National Fuel Gas Code. All of the ANSI and NFPA Standards referred to in these installation instructions are those that were applicable at the time the design of this appliance was certified. The ANSI Standards are available from the American National Standards Institute, Inc., 11 West 42nd Street, New York, NY 10036 or www.ansi.org. The NFPA Standards are available from the National Fire Protection Association, Batterymarch Park, Quincy, MA 02269. These duct furnaces are designed for use in airplane hangars when installed in accordance with ANSI/NFPA No. 409, and in public garages when installed in accordance with NFPA No. 88A and NFPA No. 88B.

If installed in Canada, the installation must conform with local building codes, or in the absence of local building codes, with CSA-B149.1 "Installation Codes for Natural Gas Burning Appliances and Equipment" or CSA-B149.2 "Installation Codes for Propane Gas Burning Appliances and Equipment." These duct furnaces have been designed and certified to comply with CSA 2.6. Also see sections on installation in AIRCRAFT HANGARS and PUBLIC GARAGES.

▲ WARNING Do not alter the duct furnace in any way, or damage to the unit and/or severe personal injury or death may occur!

▲ WARNING Never service any component without first disconnecting all electrical and gas supplies to the unit, or severe personal injury or death may occur!

▲ CAUTION Ensure that all power sources conform to the requirements of the duct furnace, or damage to the unit will result!

Follow installation instructions CAREFULLY to avoid creating unsafe conditions. All wiring should be done and checked by a qualified electrician, using copper wire only. All external wiring must conform to applicable local codes, and to the latest edition of the National Electric Code, ANSI/NFPA No. 70. All gas connections should be made and leak-tested by a suitably qualified individual, per instructions in this manual.

Also follow procedures listed on the "Gas Equipment Start-Up" sheet located in this manual.

Use only the fuel for which the duct furnace is designed (see rating plate). Using LP gas in a heater that requires natural gas, or vice versa, will create risk of gas leaks, carbon monoxide poisoning, and explosion.

▲ WARNING Do not attempt to convert furnace for use with a fuel other than the one intended. Such conversion is dangerous, as it will create the risks previously listed.

Make certain that the power source conforms to the electrical requirements of the furnace.

▲ WARNING Do not depend upon a thermostat or other switch as sole means of disconnecting power when installing or servicing duct furnace. Always disconnect power at main circuit breaker as described above. Failure to do so could result in electrical shock.

Special attention must be given to any grounding information pertaining to this duct furnace. To prevent the risk of electrocution, the furnace must be securely and adequately grounded. This should be accomplished by connecting a ground conductor between the service panel and the furnace. To ensure a proper ground, the grounding means must be tested by a qualified electrician.

Do not insert fingers or foreign objects into furnace or its air moving device. Do not block or tamper with the heater in any manner while in operation, or just after it has been turned off, as some parts may be hot enough to cause injury.

This furnace is intended for general heating applications ONLY. It must NOT be used in potentially dangerous locations such as flammable, explosive, chemical-laden, or wet atmospheres.

In cases in which property damage may result from malfunction of the furnace, a back-up system or temperature sensitive alarm should be used.

▲ CAUTION The open end of piping systems being purged shall not discharge into areas where there are sources of ignition or into confined spaces UNLESS precautions are taken as follows: (1) by ventilation of the space, (2) control of the purging rate, (3) elimination of all hazardous conditions. All precautions must be taken to perform this operation in a safe manner!

Unless otherwise specified, the following conversions may be used for calculating SI unit measurements:

1 foot = 0.305 m	1000 BTU/cu. ft. = 37.5 MJ/m ³
1 inch = 25.4 mm	1000 BTU per hour = 0.293 kW
1 gallon = 3.785 L	1 inch water column = 0.249 kPa
1 pound = 0.453kg	liter/second = CFM x 0.472
1 psig = 6.894 kPa	meter/second = FPM ÷ 196.8
1 cubic foot = 0.028m ³	

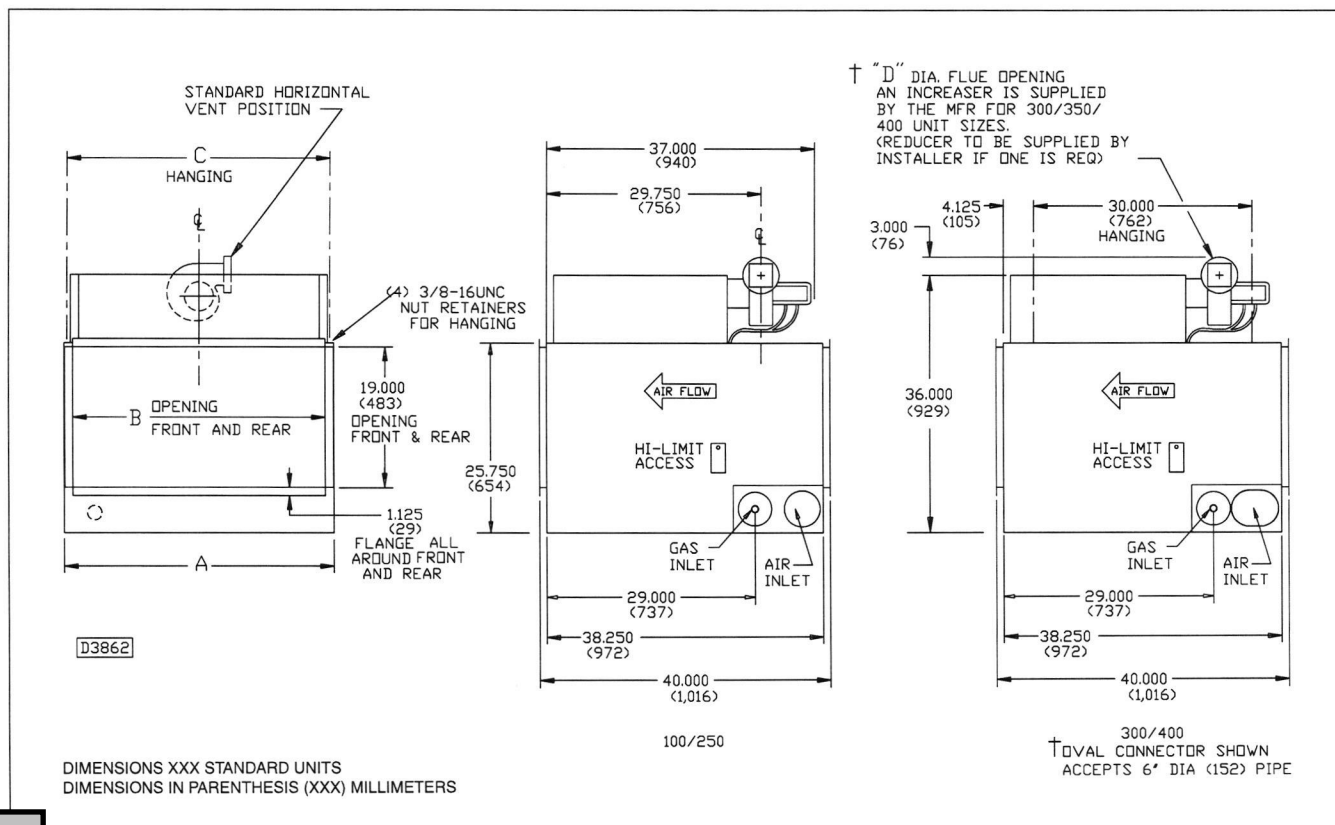
SPECIFICATIONS

Table 1

Unit Size	A	B	C	D (Dia)*†	Gas Inlet inches		Weight lb. (kg)
	inches (mm)	inches (mm)	inches (mm)	inches (mm)	Nat	LP	
100	17-7/8 (454)	15-1/2 (394)	17-1/8 (435)	4 (102)	1/2	1/2	161 (73)
125	20-5/8 (524)	18-1/4 (464)	19-7/8 (505)	4 (102)	1/2	1/2	180 (82)
150	20-5/8 (524)	18-1/4 (464)	19-7/8 (505)	4 (102)	1/2	1/2	188 (85)
175	23-3/8 (594)	21 (533)	22-5/8 (575)	4 (102)	1/2	1/2	207 (93)
200	26-1/8 (664)	23-3/4 (603)	25-3/8 (645)	5 (127)	1/2	1/2	227 (103)
225	28-7/8 (733)	26-1/2 (673)	28-1/8 (714)	5 (127)	3/4	1/2 or 3/4	246 (116)
250	31-5/8 (803)	29-1/4 (743)	30-7/8 (784)	5 (127)	3/4	1/2 or 3/4	266 (121)
300	37-1/8 (943)	34-3/4 (883)	36-3/8 (924)	6 (152)	3/4	1/2 or 3/4	305 (138)
350	42-5/8 (1083)	40-1/4 (1022)	41-7/8 (1064)	6 (152)	3/4	1/2 or 3/4	344 (156)
400	48-1/8 (1222)	45-3/4 (1162)	47-3/8 (1203)	6 (152)	3/4	1/2 or 3/4	383 (174)

†NOTE: "D" diameter equals the air inlet opening and the flue discharge opening.

Figure 1 - Separated Combustion Duct Furnace



PERFORMANCE DATA

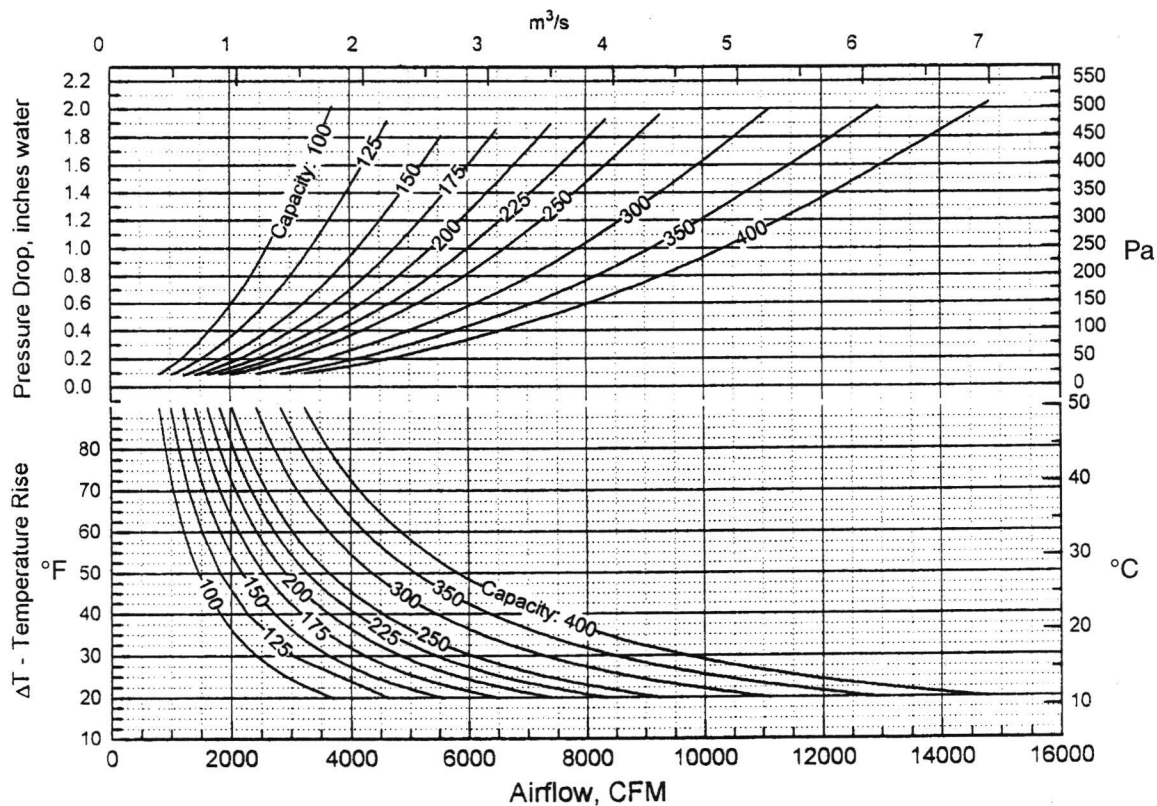
Table 2

UNIT CAPACITY (MBH)	100	125	150	175	200	225	250	300	350	400
MAX. INPUT - MBH	100	125	150	175	200	225	250	300	350	400
(kW)	(29.3)	(36.6)	(43.9)	(51.2)	(58.6)	(65.9)	(73.2)	(87.8)	(102.5)	(117.1)
MIN. INPUT - MBH	50	62.5	75	87.5	100	112.5	125	150	175	200
(kW)	(14.6)	(18.3)	(21.9)	(25.6)	(29.3)	(32.9)	(36.6)	(43.9)	(51.2)	(58.6)
OUTPUT - MBH	80	100	120	140	160	180	200	240	280	320
(kW)	(23.4)	(29.3)	(35.1)	(41.0)	(46.9)	(52.7)	(58.6)	(70.3)	(82.0)	(93.7)
FULL LOAD AMPS @ 115V	1.9	1.9	1.9	1.9	1.9	1.9	1.9	1.9	1.9	1.9
MIN. CIRCUIT AMPS @ 115V	2.3	2.3	2.3	2.3	2.3	2.3	2.3	2.3	2.3	2.3
MINIMUM CFM	822	1,028	1,233	1,439	1,645	1,850	2,056	2,467	2,878	3,289
(m ³ /s)	(0.388)	(0.485)	(0.582)	(0.679)	(0.776)	(0.873)	(0.970)	(1.164)	(1.358)	(1.552)
TEMP RISE - °F	90	90	90	90	90	90	90	90	90	90
(°C)	(50)	(50)	(50)	(50)	(50)	(50)	(50)	(50)	(50)	(50)
PRESSURE DROP - in. WC	0.10	0.09	0.09	0.09	0.09	0.09	0.09	0.10	0.10	0.10
(kPa)	(0.02)	(0.02)	(0.02)	(0.02)	(0.02)	(0.02)	(0.02)	(0.02)	(0.02)	(0.02)
MAXIMUM CFM	3,700	4,625	5,550	6,475	7,401	8,326	9,251	11,101	12,951	14,801
(m ³ /s)	(1.746)	(2.183)	(2.620)	(3.056)	(3.493)	(3.930)	(4.366)	(5.240)	(6.113)	(6.986)
TEMP RISE - °F	20	20	20	20	20	20	20	20	20	20
(°C)	(11)	(11)	(11)	(11)	(11)	(11)	(11)	(11)	(11)	(11)
PRESSURE DROP - in. WC	2.03	1.92	1.81	1.86	1.90	1.93	1.96	2.00	2.02	2.05
(kPa)	(0.51)	(0.48)	(0.45)	(0.46)	(0.47)	(0.48)	(0.49)	(0.50)	(0.50)	(0.51)

NOTE:

Ratings are shown for unit installations at elevations between 0 and 2,000 ft. (610m). For unit installations in U.S.A. above 2,000 ft. (610m), the unit input must be field derated 4% for each 1,000 ft. (305m) above sea level; refer to local codes, or in absence of local codes, refer to the latest edition of the National Fuel Gas Code, ANSI Standard Z223.1 (NFPA 54). For installations in Canada, any references to deration at altitudes in excess of 2,000 ft. (610m) are to be ignored. At altitudes of 2,000 to 4,500 ft. (610 to 1372m), the unit must be orificed to 90% of the normal altitude rating, and be so marked in accordance with the ETL certification.

TEMPERATURE RISE AND PRESSURE DROP-GRAPH #1



CLEARANCES

▲ WARNING Under no circumstances should combustible material be located within the clearances specified in Table 3. Failure to provide proper clearance could result in personal injury or equipment damage from fire.

Maintain adequate clearances around air openings into the combustion chamber:

Table 3 - Minimum Clearances

Sides	18" (457mm)
Top	6" (152mm)
Bottom	25" (635mm)
Flue	6" (152mm)

** When clearances required for accessibility are greater than the minimum required safety clearances, the accessibility clearances take precedence.*

NOTICE: Increasing the clearance distances may be necessary if there is a possibility of distortion or discoloration of adjacent materials.

Atmospheres containing commercial solvents or chlorinated hydrocarbons will produce corrosive acids when coming in contact with the flames. This will greatly reduce the life of the duct furnace, and may void the warranty. Avoid such areas.

NOTICE: If the gas duct furnace is to be used in a building classified as having a hazardous atmosphere, the installation must comply with the standards set by the National Board of Fire Underwriters. Consult the authorities having jurisdiction before starting the job.

▲ WARNING The Separated Combustion Duct Furnace must be installed on the positive pressure side of the air circulation blower.

INSTALLATION

NOTICE: Furnace sizing should be based on heat loss calculations where the furnace output equals or exceeds heat loss.

▲ CAUTION Do not install duct furnaces in a corrosive or flammable atmosphere! Premature failure of, or severe damage to the unit will result!

▲ CAUTION Duct furnaces must not be installed in locations where air for combustion would contain chlorinated, halogenated, or acidic vapors. If located in such an environment, premature failure of the unit will occur!

ACCESSIBILITY: The Separated Combustion Duct Furnace is a bottom service access type. Allow a minimum of 25 inches (635mm) at the bottom of the unit to facilitate servicing the burners and pilot. Provision should be made to assure accessibility for recurrent maintenance purposes.

AIRCRAFT HANGARS: Separated Combustion Duct Furnaces must be installed in aircraft hangars as follows: Duct furnaces must be at least 10 feet (3.05m) above the upper surface of wings or engine enclosures of the highest aircraft to be stored in the hangar, and 8 feet (2.44m) above the floor in shops, offices, and other sections of the hangar where aircraft are not stored or housed. In Canada, installation is suitable in aircraft hangars when acceptable to the enforcing authorities.

PUBLIC GARAGES: In repair garages, duct furnaces must be installed in a detached building or room separated from repair areas as specified in the latest edition of NFPA B, Repair Garages.

In parking structures, duct furnaces must be installed so that the burner flames are located a minimum of 18 inches (457mm) above the floor or protected by a partition not less than 18 inches (457mm) high. Refer to the latest edition of NFPA 88A, Parking Structures.

In Canada, installation must be in accordance with the latest edition of CSA B149 "Installation Codes for Gas Burning Appliances and Equipment."

Separated Combustion Duct Furnaces should not be installed to maintain low temperatures and/or freeze protection of buildings. A minimum of 50°F (10°C) thermostat setting must be maintained. If duct furnaces are operated to maintain lower than 50°F (10°C), hot flue gases are cooled inside the heat exchanger to the point where water condenses onto the heat exchanger walls. The result is a mildly corrosive acid which prematurely corrodes the aluminized heat exchanger, and can actually drip water down from the duct furnace onto the floor surface. Additional duct furnaces should be installed if a minimum of 50°F (10°C) thermostat setting cannot be maintained.

DUCTWORK: Properly designed and installed ductwork, providing a uniformly distributed flow of air across the surfaces of the heat exchanger, is essential to satisfactory unit performance and life of the equipment.

All duct flanges/seams must be sealed to prevent air leaks. Sealant/tape must be suitable for temperatures of 250°F (121°C) minimum.

▲ WARNING Any attempt to straighten the 90° duct connection flanges on the duct furnace will affect the operation of the furnace and void the warranty.

INSTALLATION (Continued)

If uniform air distribution is not obtained, install additional baffles and/or turning vanes in the ductwork.

Access panels large enough to observe smoke and reflected light, and to detect the presence of leaks in the heating equipment, are required both upstream and downstream from the gas duct furnace. These panels must be sealed to prevent air leaks. If allowed by local regulations, install canvas connectors between the ductwork and fan discharge opening to eliminate the transmission of sound.

Figures 2 & 3 illustrate recommended ductwork designs for both the straight-through and elbowed air inlet arrangements.

AIR FLOW: The installation is to be adjusted to obtain an air throughput within the range specified on the appliance rating plate.

Figure 2 - Recommended Design for Field Installation of Ductwork for Straight-through Arrangement

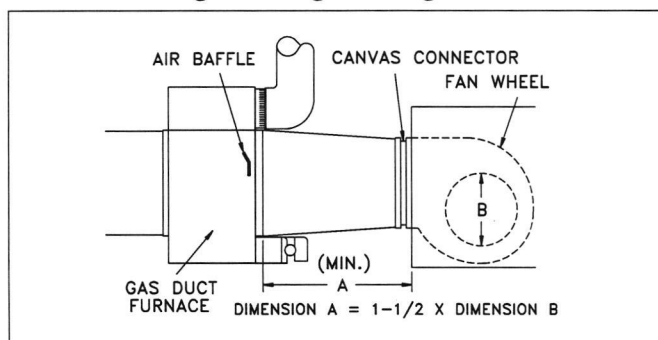
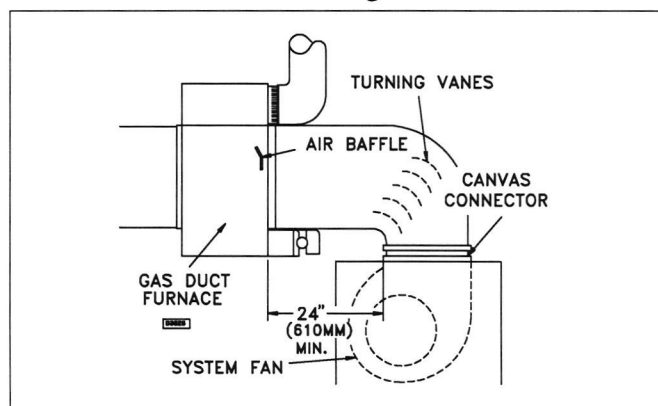


Figure 3 - Recommended Ductwork Design for Elbowed Arrangement



CONDENSATE: The duct furnace may be installed on the downstream side of a cooling coil, without need of a bypass duct. In some space conditions, condensate can form in the heat exchanger of the duct furnace when installed downstream from a cooling coil. Under these conditions, a field provided drain flange (also referred to as a waste nut) may be installed on the furnace bottom.

To install the drain flange, a hole should be drilled in the bottom of the burner section. The drain flange should then be bolted to the exterior of the unit, directly over the hole in the bottom of the drain pan. Any holes in the bottom of the pan not covered by the drain flange, should be sealed with RTV sealant. Condensate piping should terminate outside the building. Periodic cleaning of the condensate piping is required to ensure proper condensate flow.

BYPASS: When a gas duct furnace is installed to operate in conjunction with a summer air conditioning system, the cfm air delivery of the system blower should be adjusted to meet the design air volume requirements for cooling. If this cfm delivery is greater than that required for heating, resulting in a low air temperature rise, install a damper bypass around the gas duct furnace to bypass a portion of the air.

SUSPENSION: Refer to Figure 4 for typical suspension arrangements.

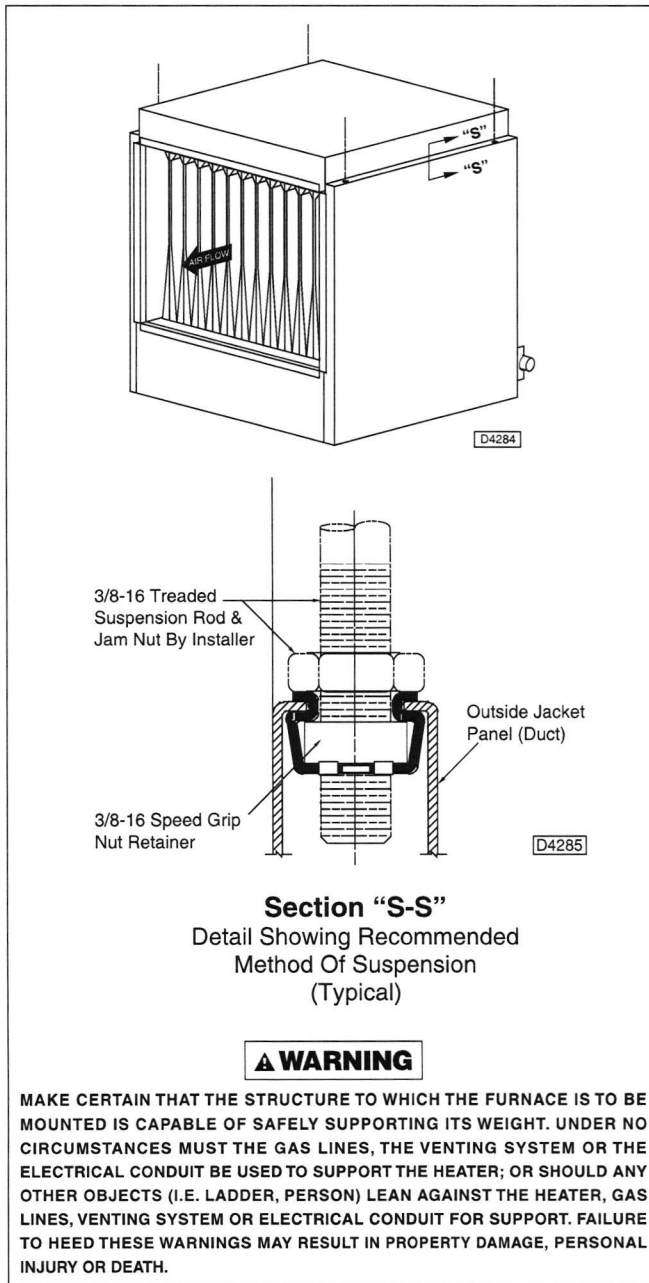
⚠ CAUTION The Separated Combustion Duct Furnace must be hung level from side to side, and from front to back, from four suspension points provided at the top of the unit. Failure to do so will result in poor performance and or premature failure of the unit. Refer to Figure 4 for typical suspension arrangements. **DO NOT** mount duct furnaces in series (one in front of another).

NOTICE: When mounting duct furnaces side by side, units must have opposite side gas connections (determined by Digit #6 - Furnace Type in the unit number). Minimum safety clearances must also be maintained; see Table 3. When service/accessibility clearances are greater than minimum safety clearances, service/accessibility clearances take precedence. See "Accessibility" section under "Installation".

⚠ WARNING Ensure that all hardware used in the suspension or for duct furnace is more than adequate for the job. Failure to do so may result in extensive property damage, severe personal injury or death!

INSTALLATION (Continued)

Figure 4 - Typical Four Point Duct Suspending Arrangement



ELECTRICAL CONNECTIONS



▲ WARNING

HAZARDOUS VOLTAGE! disconnect ALL ELECTRIC POWER INCLUDING REMOTE DISCONNECTS BEFORE SERVICING. Failure to disconnect power before servicing can cause severe personal injury or death.

Standard units are shipped for use on 115 volt, 60 hertz, single phase electric power. The motor name-plate and electrical rating of the transformer should be checked before energizing the duct furnace electrical system. All external wiring must conform to the latest edition of ANSI/NFPA No. 70, National Electrical Code, and applicable local codes; in Canada, to the Canadian Electrical Code, Part 1, CSA Standard C22.1

▲ CAUTION Do not use any tools (i.e. screwdriver, pliers, etc.) across the terminals to check for power. Use a voltmeter.

▲ CAUTION **USE COPPER CONDUCTORS ONLY!** UNIT TERMINALS ARE NOT DESIGNED TO ACCEPT OTHER TYPES OF CONDUCTORS. Failure to do so may cause damage to the equipment

It is recommended that the electrical power supply to each duct furnace be provided by a separate, fused, and permanently live electrical circuit. A disconnect switch of suitable electrical rating should be located as close to the gas valve as possible. Each duct furnace must be electrically grounded in accordance with the latest edition of the National Electrical Code, ANSI/NFPA No. 70, or CSA Standard C22.1 Sample wiring diagrams are shown in Figures 6, and 7.

Table 4 - Full Load Current In Amperes

Ampere Values Apply to All Unit Capacities	
Amps at 115 Volts	1.9
Amps at 208 Volts	1.1
Amps at 230 Volts	1.0
Amps at 460 Volts	0.5
Amps at 575 Volts	0.4

INSTALLATION (Continued)

THERMOSTAT WIRING AND LOCATION

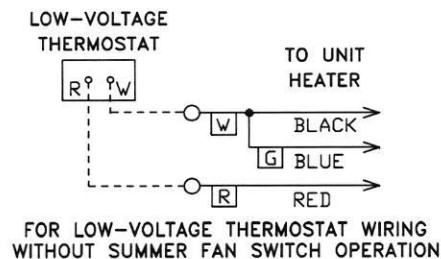
NOTICE: The thermostat must be mounted on a vertical, vibration-free surface, free from air currents, and in accordance with the furnished instructions.

Mount the thermostat approximately 5 feet (1.5m) above the floor, in an area where it will be exposed to a free circulation of average temperature air. Always refer to the thermostat instructions, as well as our unit wiring diagram, and wire accordingly. Avoid mounting the thermostat in the following locations:

1. Cold Areas- Outside walls or areas where drafts may affect the operation of the control.
2. Hot Areas- Areas where the sun's rays, radiation, or warm air currents may affect the operation of the control.
3. Dead Areas- Areas where the air cannot circulate freely, such as behind doors or in corners.

NOTICE: Thermostat wires tagged "W" and "G" must be connected together except when using a general purpose "SPDT" 24VAC relay and standard thermostat with a subbase, or when using a Honeywell T834H or T834N thermostat. Also refer to Figure 5 for other wiring connections.

Figure 5 - C1267G



THERMOSTAT HEAT ANTICIPATOR ADJUSTMENTS

The initial heat anticipator setpoint should equal the thermostat's current amperage draw when the unit is firing. This setpoint should be measured for the best results. Use the recommended ranges for a guide. If further information is needed, consult your thermostat manufacturer's instructions.

Recommended heat anticipator setting ranges:	
25 feet (7.6m) T'stat wiring	50 feet T'stat wiring
0.85 to 0.90 A	0.90 to 1.1 A Max. setting on t'stat

Figure 6 - Standard Wiring Diagram for Unit with Honeywell Ignition System.

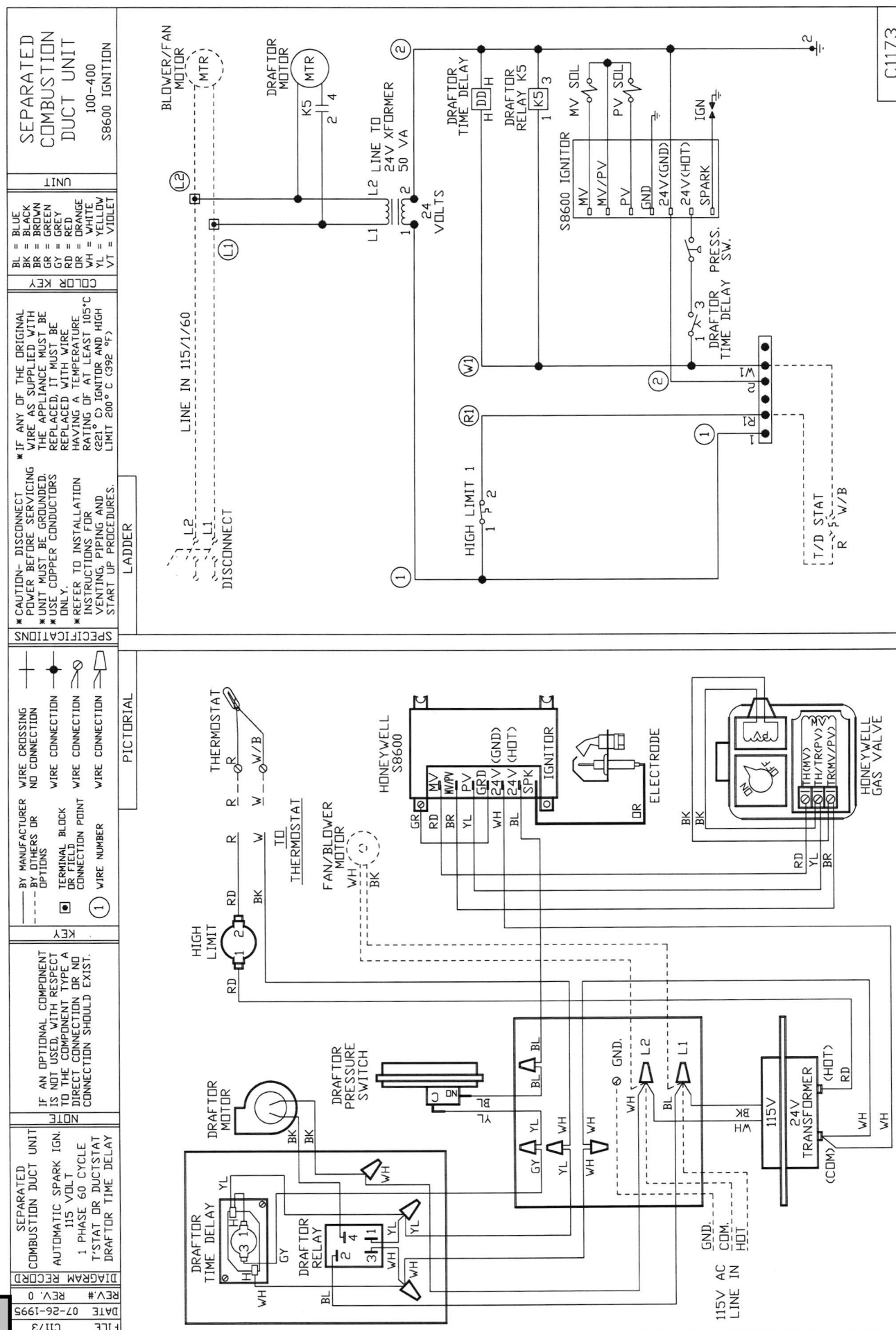
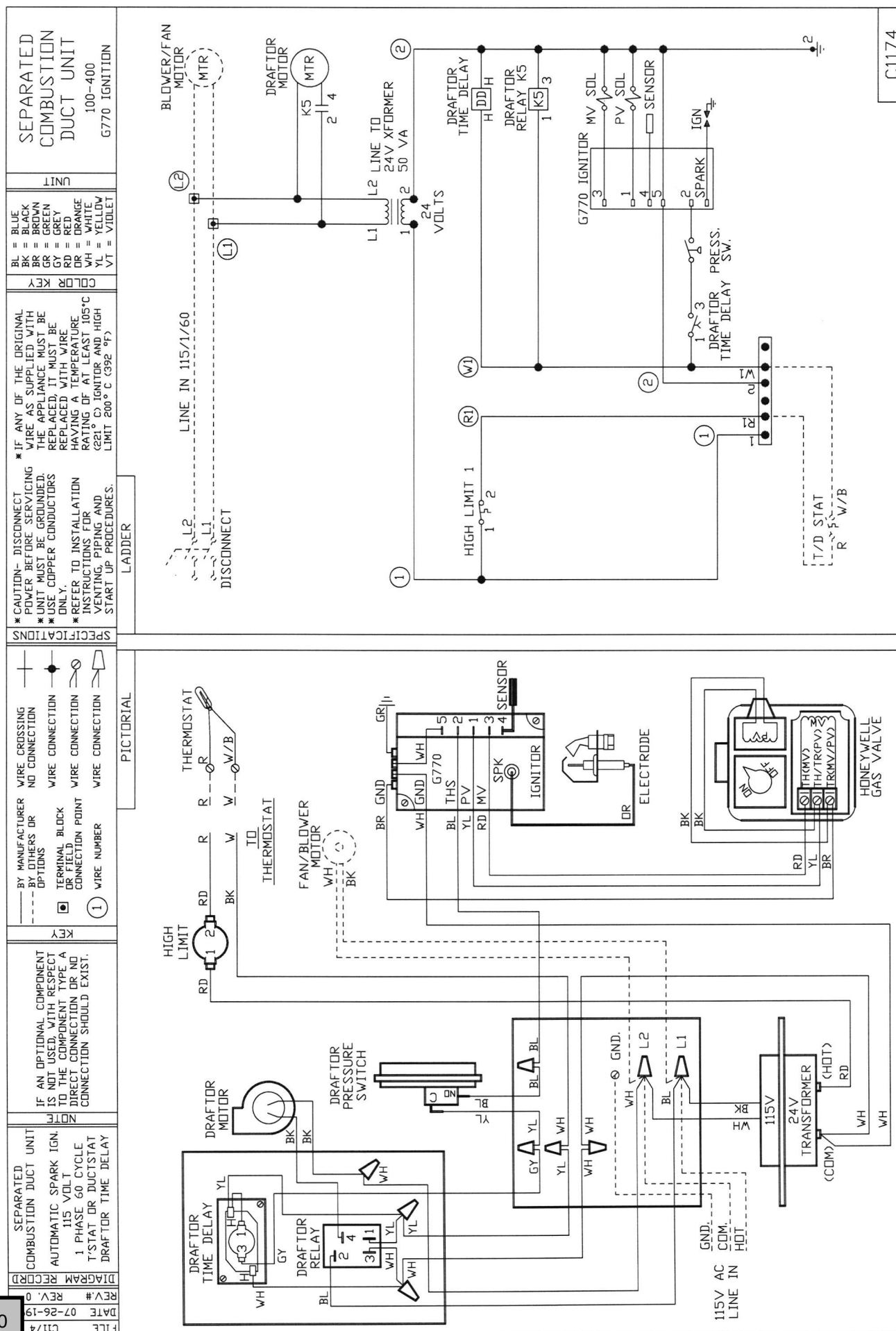


Figure 7 - Standard Wiring Diagram for Unit with Johnson Ignition System



INSTALLATION (Continued)

FAN TIME DELAY CONTROL (OPTIONAL)

Leads from the fan time delay control are factory wired to the junction box (when ordered as an optional component). The fan time delay control is a time delay relay (approximately 45 seconds ON, 65 seconds OFF). The fan time delay control is rated at 17 amps.

NOTICE: The start-up fan delay should not exceed 90 seconds from a cold start.

IMPORTANT: For all wiring connections, refer to the wiring diagram shipped with your unit (either affixed to the side jacket or enclosed in the installation instructions envelope). Should any original wire supplied with the heater have to be replaced, it must be replaced with wiring material having a temperature rating of at least 105°C.

Should any high limit wires have to be replaced, they must be replaced with wiring material having a temperature rating of 200°C minimum.

POWER VENT POSITION

Units are shipped from the factory set up for horizontal venting. To convert the power venter for vertical or opposite side venting, remove the shipping support bracket, and follow this procedure:

1. Hold power venter motor in position.
2. Remove the three Phillips-head screws from the motor adaptor plate.
3. Remove the three screws which connect the power venter stack to the power venter housing.
4. Rotate the power venter housing to the desired position.
5. Replace screws accordingly.

NOTICE: The motor, pressure switch, and junction box bracket **MUST** remain located as shipped from the factory. Rotate only the blower housing! If the power venter housing is to be moved to the right horizontal position, the junction box must be rotated 90 degrees CCW to clear the connection. To do this, remove all wires, conduit and conduit connector from the junction box, noting location of wires. Move box, using holes provided. Move 7/8 inch plug from bottom of box to side. Reconnect all wires according to the unit's wiring diagram.

COMBUSTION AIR INLET SYSTEM PIPING

▲ WARNING Never operate duct furnaces without combustion air and flue gas piping in place, or severe personal injury or death may occur!

▲ WARNING CARBON MONOXIDE!

Your venting system must not be blocked by any snow, snow drifts, or any foreign matter. Inspect your venting system to ensure adequate ventilation exists at all times! Failure to heed these warnings could result in Carbon Monoxide Poisoning (symptoms include grogginess, lethargy, inappropriate tiredness, or flu-like symptoms).

1. The combustion air system installation must be in accordance with the latest edition of National Fuel Gas Code-NFPA 54, ANSI Z223.1 National Fuel Gas Code. In Canada, installation must be in accordance with CSA-B149.1 "Installation Code for Natural Gas Burning Appliances and Equipment" or CSA-B149.2 "Installation Code for Propane Burning Appliances and Equipment".
2. A Breidert Type L or Fields inlet cap furnished by the customer, must be installed at the termination point of the combustion air system, Figures 8 & 9.

NOTICE: The top of the cap is to be no less than 12 inches from the top of the exhaust vent cap. See Figures 8 & 9.

3. Each duct furnace **MUST** have its own combustion air system. It **MUST NOT** be connected to other air intake systems.
4. Use single wall pipe constructed of 26 gauge galvanized steel, or material of equivalent durability and corrosion resistance for the combustion air inlet system. For installations in Canada, use pipe constructed from .025 inch thick aluminum or 0.018 inch thick steel.

▲ WARNING Never use a pipe of a diameter other than that specified in Table 1, ("D" dia. flue opening)! Never use PVC/ABS or other non-metallic pipe for venting! To do so may result in serious damage to the unit, or severe personal injury or death!

INSTALLATION (Continued)

5. Long runs of single wall combustion air piping passing through an unheated space may require insulating if condensation becomes noticeable.
6. The combustion air system must be installed to prevent collection of condensate. Pitch horizontal pipes downward 1/4 inch per foot (21mm/m) toward the inlet cap to facilitate drainage. Vertical combustion air pipes should be arranged as depicted in Figure 9.
7. The equivalent length of the combustion air system must not be less than 5 feet (1.5m) and must not exceed 50 feet (15.2m). Equivalent length is the total length of straight sections PLUS 10 feet (3.05m) for each 90° elbow and 5 feet (1.5m) for each 45° elbow.

NOTICE: For optimum performance, keep the combustion air system as straight as possible.

8. Each slip joint must be secured with at least three corrosion resistant screws. Two full turns of 3M #425 Aluminum Foil Tape or its equivalent must be used to seal each joint. General Electric RTV-108, Dow-Corning RTV-732, or an equivalent, may be used instead of the tape.
9. For horizontal combustion air systems longer than 5 feet (1.5m), the system must be supported from overhead building structures at 3 feet (1m) intervals.

EXHAUST VENTING - CATEGORY III

▲ WARNING Never operate duct furnaces without combustion air and flue gas piping in place, or severe personal injury or death may occur!

1. Vent system installation must be in accordance with the latest edition of National Fuel Gas Code-NFPA 54, ANSI Z223.1 National Fuel Gas Code. In Canada, installation must be in accordance with CSA-B149.1 "Installation Code for Natural Gas Burning Appliances and Equipment" or CSA-B149.2 "Installation Code for Propane Burning Appliances and Equipment".
2. A Breidert Type L or Fields vent cap furnished by the customer, must be installed at the termination point of the vent system, Figures 8 & 9.
3. Each unit MUST have its own vent system. It MUST NOT be connected to other vent systems or to a chimney.
4. Use UL 1738 listed single wall pipe for the vent system. For installation in Canada, use corrosion resistant and gas-tight, listed vent pipe conforming with local building codes, or in the absence of local building codes, with current CSA-B149.1, Installation Codes for Natural Gas Burning Appliances and Equipment or CSA-B149.2, Installation Codes for Propane Gas Burning Appliances and Equipment.

▲ WARNING Never use a pipe of a diameter other than that specified in Table 1, ("D" dia. flue opening)! Never use PVC/ABS or other non-metallic pipe for venting! To do so may result in serious damage to the unit or severe personal injury or death!

5. Any run of single wall vent pipe passing through an unheated space must be insulated with an insulation suitable to 550°F.
6. The combustion and exhaust vent air systems must be installed to prevent collection of condensate. Pitch horizontal pipes downward 1/4 inch per foot (21mm/m) toward the terminal caps to facilitate drainage (see Figure 8A). Vertical vent pipes should be arranged as depicted in Figure 8.
7. The equivalent length of the vent system must not be less than 5 feet (1.5m) and must not exceed 50 feet (15.2m). Equivalent length is the total length of straight sections PLUS 10 feet (3.05m) for each 90° elbow and 5 feet (1.5m) for each 45° elbow.
8. Each slip joint must be secured with at least three corrosion resistant screws. Two full turns of 3M #425 Aluminum Foil Tape or its equivalent must be used to seal each joint. General Electric RTV-108, Dow-Corning RTV-732, or an equivalent, may be used instead of the tape.
9. For horizontal vent systems longer than 5 feet (1.5m), the system must be supported from overhead building structures at 3 feet (1m) intervals.
10. The exhaust vent system must remain at a minimum of 6 inches (152mm) from all combustible materials. Any part of the vent system that passes through a combustible material must be properly insulated.

NOTICE: Increasing the clearance distance may be necessary if there is a possibility of distortion or discoloration of adjacent materials.

For a VERTICAL vent pipe section that passes through a floor or roof, an opening 4 inches (102mm) greater in diameter is required. The opening must be insulated and flashed in accordance with applicable installation codes.

A HORIZONTAL section of an exhaust vent system that passes through a combustible wall must be constructed and insulated as shown in Figure 9A.

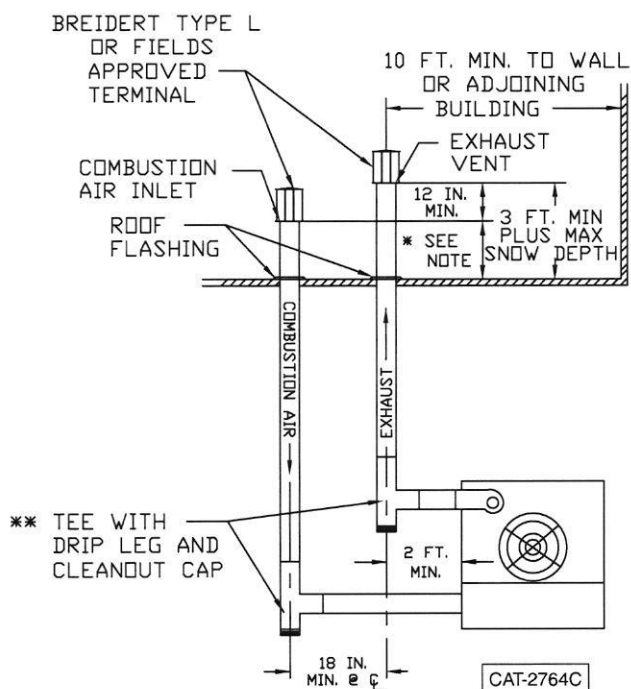
11. The top of a VERTICALLY VENTED exhaust system must extend at least 3 feet (1m) above the roof surface that it passes through. The point of termination for a HORIZONTALLY VENTED exhaust system must be at least 12 inches (305mm) from the exterior wall that it passes through. See Vent System Termination Clearance Requirements in Table 5. See Vent/Intake Installations in Figures 8 & 8A.

INSTALLATION (Continued)

Vent Systems Termination Clearance Requirements		
Structure/Object	Minimum Clearance for Termination Locations	
	USA	CANADA
Door, window, or gravity vent inlet; combustion air inlet for other appliances	9 inches for 10,000 to 50,000 BTU/Hr input; 12 inches for input exceeding 50,000 BTU/Hr.	9 inches (230mm) for 10,000 to 50,000 BTU/Hr input; 12 inches (305mm) for input exceeding 50,000 BTU/Hr.
Forced air inlet within 10 feet	3 feet above	6 feet (1.8m)
Adjoining Building or parapet	10 feet	10 feet (3.04m)
Adjacent public walkways	7 feet above grade	7 feet (2.1m) above grade
Electric, gas meters & regulators	4 feet horizontal	3 feet (0.9m) horizontally from meter/regulator assembly. 6 feet (1.8m), any direction, from a gas service regulator vent outlet
Above grade level*	1 feet	1 feet (0.3m)

*Minimum above maximum snow depth, or per local code, whichever is greater.

Figure 8. Vertical Intake/Vent Installation



* 2 FT. Min plus max snow depth for area.

** If excessive condensation develops, a drip leg with a condensate drain may be required. Insulating the pipes may eliminate the problem.

Figure 8A. Horizontal Intake/Vent Locations

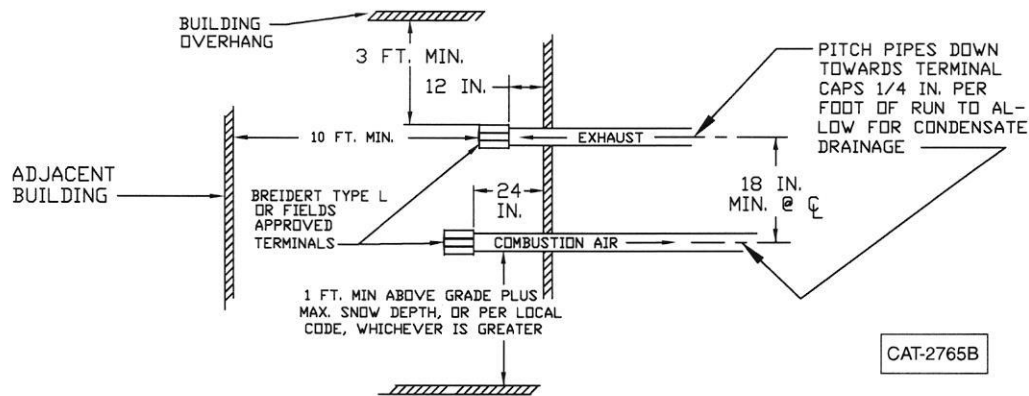


Figure 9. Vertical Vent Installation

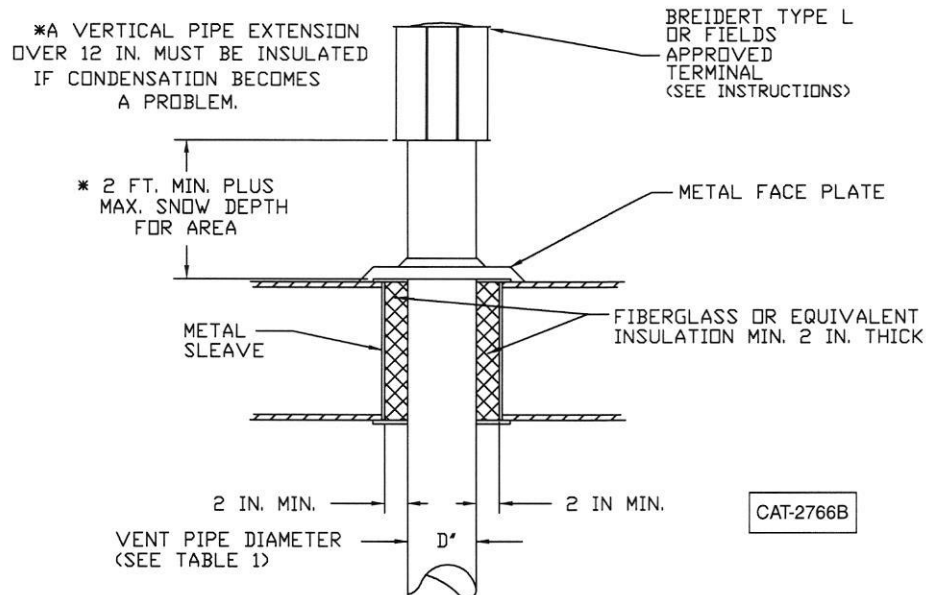
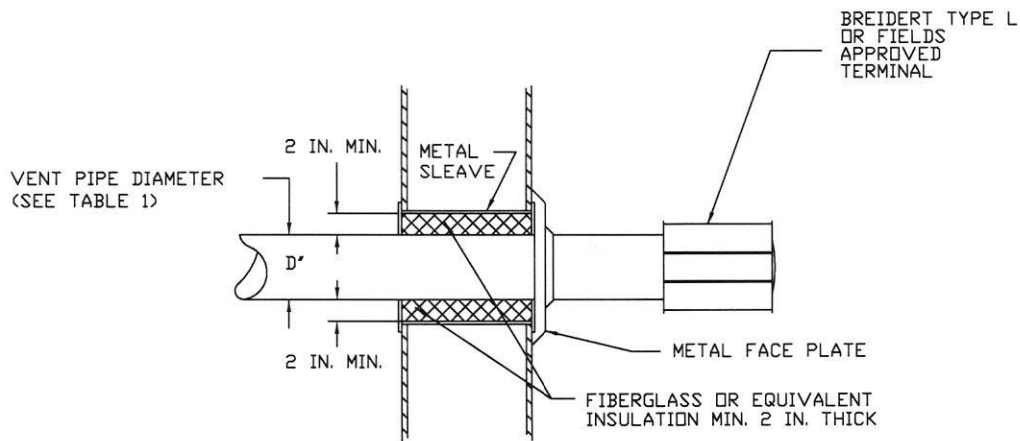


Figure 9A. Horizontal Vent Installation



NOTE: DO NOT TERMINATE HORIZONTAL VENT WHERE CONDENSATE COULD CREATE A NUISANCE OR HAZARD OR COULD CAUSE BUILDING OR EQUIPMENT DAMAGE. SEE VENT TERMINATION CLEARANCE TABLE FOR DETAILED REQUIREMENTS.

CAT-2767B

GAS PIPING

▲ WARNING To avoid damage or possible personal injury, do not connect gas piping to this unit until a supply line pressure/leak test has been completed. Connecting the unit before completing the pressure/leak test may damage the gas valve and result in fire hazard.

▲ WARNING Do not rely on a shut-off valve to isolate the unit while conducting gas pressure/leak tests. These valves may not be completely shut off, exposing the gas valve to excessive pressure and damages.

PIPE SIZING

To provide adequate gas pressure to the gas duct furnace, size the gas piping as follows:

- Find cu. ft./hr. by using the following formula:

$$\text{Cu. ft./hr.} = \frac{\text{Input}}{\text{BTU/Cu. ft.}}$$

- Refer to Table 6. Match "Length of Pipe in Feet" with appropriate "Gas Input - Cu. Ft./Hr." figure. This figure can then be matched to the pipe size at the top of the column.

Example:

It is determined that a 67 foot (20.4m) run of gas pipe is required to connect a 200 MBTU gas duct furnace to a 1,000 BTU/cu. ft. (0.29kW) natural gas supply.

$$\frac{200,000 \text{ BTU/Hr}}{1,000 \text{ BTU/Cu. ft.}} = 200 \text{ Cu. ft./hr.}$$

Using Table 6, a 1 inch pipe is needed.

NOTICE: See General Safety Information section for English/Metric unit conversion factors.

NOTICE: If more than one duct furnace is to be served by the same piping arrangement, the total cu. feet/hr. input and length of pipe must be considered.

NOTICE: If the duct furnace is to be fired with LP gas, consult your local LP gas dealer for pipe size information.

NOTICE: Heater installation for use with propane (bottled) gas must be made by a qualified LP gas dealer or installer. He will insure that proper joint compounds are used for making pipe connections; that air is purged from lines; that a thorough test is made for leaks before operating the heater; and that it is properly connected to the propane gas supply system.

Before any connection is made to the existing line supplying other gas appliances, contact the local gas company to make sure that the existing line is of adequate size to handle the combined load.

Table 6 - Gas Pipe Size

Maximum Capacity of Pipe in Cubic Feet of Gas per Hour (Cubic Meters per Hour) for Gas Pressures of 0.5 psig (3.5 kPa) or Less, and a Pressure Drop of 0.5 Inch Water Column (124.4 Pa)
(Based on a 0.60 Specific Gravity Gas)

Nominal Iron Internal Pipe Size Dia.	Length of Pipe, Feet (meters)														
		10	20	30	40	50	60	70	80	90	100	125	150	175	200
inch	inch	(3.0)	(6.1)	(9.1)	(12.2)	(15.2)	(18.3)	(21.3)	(24.4)	(27.4)	(30.5)	(38.1)	(45.7)	(53.3)	(61.0)
1/2	0.622	175 (4.96)	120 (3.40)	97 (2.75)	82 (2.32)	73 (2.07)	66 (1.87)	61 (1.73)	57 (1.61)	53 (1.50)	50 (1.42)	44 (1.25)	40 (1.13)	37 (1.05)	35 (0.99)
3/4	0.824	360 (10.2)	250 (7.08)	200 (5.66)	170 (4.81)	151 (4.28)	138 (3.91)	125 (3.54)	118 (3.34)	110 (3.11)	103 (2.92)	93 (2.63)	84 (2.38)	77 (2.18)	72 (2.04)
1	1.049	680 (19.3)	465 (13.2)	375 (10.6)	320 (9.06)	285 (8.07)	260 (7.36)	240 (6.80)	220 (6.23)	205 (5.80)	195 (5.52)	175 (4.96)	160 (4.53)	145 (4.11)	135 (3.82)
1 1/4	1.380	1400 (39.6)	950 (26.9)	770 (21.8)	660 (18.7)	580 (16.4)	530 (15.0)	490 (13.9)	460 (13.0)	430 (12.2)	400 (11.3)	360 (10.2)	325 (9.20)	300 (8.50)	280 (7.93)
1 1/2	1.610	2100 (59.5)	1460 (41.3)	1180 (33.4)	990 (28.0)	900 (25.5)	810 (22.9)	750 (21.2)	690 (19.5)	650 (18.4)	620 (17.6)	550 (15.6)	500 (14.2)	460 (13.0)	430 (12.2)
2	2.067	3950 (112)	2750 (77.9)	2200 (62.3)	1900 (53.8)	1680 (47.6)	1520 (43.0)	1400 (39.6)	1300 (36.8)	1220 (34.5)	1150 (32.6)	1020 (28.9)	950 (26.9)	850 (24.1)	800 (22.7)
2 1/2	2.469	6300 (178)	4350 (123)	3520 (99.7)	3000 (85.0)	2650 (75.0)	2400 (68.0)	2250 (63.7)	2050 (58.0)	1950 (55.2)	1850 (52.4)	1650 (46.7)	1500 (42.5)	1370 (38.8)	1280 (36.2)
3	3.068	11000 (311)	7700 (218)	6250 (177)	5300 (150)	4750 (135)	4300 (122)	3900 (110)	3700 (105)	3450 (97.7)	3250 (92.0)	2950 (83.5)	2650 (75.0)	2450 (69.4)	2280 (64.6)
4	4.026	23000 (651)	15800 (447)	12800 (362)	10900 (309)	9700 (275)	8800 (249)	8100 (229)	7500 (212)	7200 (204)	6700 (190)	6000 (170)	5500 (156)	5000 (142)	4600 (130)

- Determine the required Cu. feet / Hr. by dividing the rated heater input by 1000. For SI / Metric measurements: Convert unit Btu. / Hr. to kilowatts. Multiply the units input (kW) by 0.0965 to determine Cubic Meters / Hour.
- FOR NATURAL GAS: Select the pipe size directly from the table.
- FOR PROPANE GAS: Multiply the Cu. feet / Hr. (Cubic Meters per Hour) value by 0.633; then use the table.
- Refer to metric conversion factors listed in General Safety section for more SI unit measurements/conversions.

PIPE INSTALLATION

1. Install the gas piping in accordance with applicable local codes.
2. Check gas supply pressure. Each duct furnace must be connected to a manifold pressure and a gas supply capable of supplying its full rated capacity as specified in Table 7. A field LP tank regulator must be used to limit the supply pressure to a maximum of 14 inches WC (3.5 kPa). All piping should be sized in accordance with the latest edition of ANSI Standard Z223.1 (NFPA 54), National Fuel Gas Code; in Canada, according to CSA B149. See Tables 1, 6 & 7 (of this manual) for correct gas piping size. If gas pressure is excessive on natural gas applications, install a pressure regulating valve in the line upstream from the main shutoff valve.
3. Adequately support the piping to prevent strain on the gas manifold and controls.
4. To prevent the mixing of moisture with gas, run the take-off piping from the top, or side, of the main.
5. Duct furnaces are shipped with a combination valve which includes:
 - a. Manual "A" valve
 - b. Manual "B" valve
 - c. Solenoid valve
 - d. Pilot safety
 - e. Pressure regulator

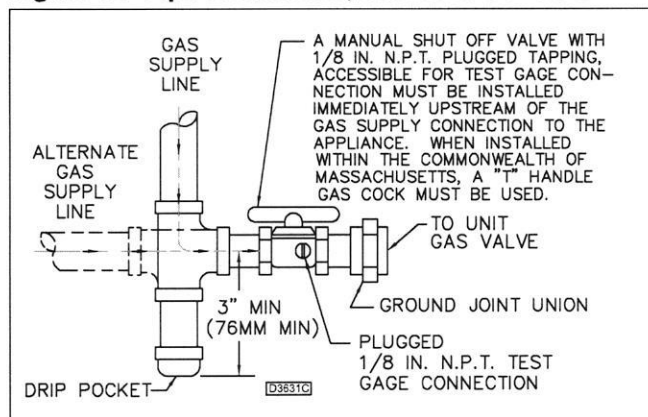
Pipe directly into the combination valve (see Figure 10).
6. A 1/8 inch N.P.T. plugged tapping, accessible for test gauge connection, must be installed immediately upstream of the gas supply connection to the appliance.
7. Provide a drip leg in the gas piping near the gas duct furnace. A ground joint union and a manual gas shutoff valve should be installed ahead of the unit heater controls to permit servicing. The manual shutoff valve must be located external to the jacket (See Figure 10).
8. Make certain that all connections have been adequately doped and tightened.

▲ CAUTION Do not over tighten the inlet gas piping into the valve. This may cause stresses that will crack the valve!

NOTICE: Use pipe joint sealant resistant to the action of liquefied petroleum gases regardless of gas conducted.

▲ WARNING Check all pipe joints for leakage using a soap solution or other approved method. Never use an open flame or severe personal injury or death may occur!

Figure 10- Pipe Installation, Standard Controls



▲ DANGER Never use an open flame to detect gas leaks. Explosive conditions may exist which will result in personal injury or death.

The appliance and its individual shutoff valve must be disconnected from the gas supply piping system during any pressure testing of that system in excess of 1/2 psig (3.5 kPa).

The appliance must be isolated from the gas supply piping system by closing its individual manual shutoff valve during any pressure testing of the gas supply piping system at test pressures equal to or less than 1/2 psig (3.5 kPa).

PIPE INSTALLATION (Continued)

Table 7 - Gas Supply Pressure Requirements

Heating Value	Natural Gas	Propane Gas
	1075 Btu/Ft ³ (40.1 MJ/m ³)	2500 Btu/Ft ³ (93.1 MJ/m ³)
Manifold Pressure		
Single Stage Application	3.5 in. WC (0.87 kPa)	10.0 in. WC (2.49 kPa)
Two Stage Application - High Fire	3.5 in. WC (0.87 kPa)	10.0 in. WC (2.49 kPa)
Two Stage Application - Low Fire	1.1 in. WC (0.27 kPa)	3.8 in. WC (0.95 kPa)
Modulating Application - High Fire	3.5 in. WC (0.87 kPa)	10.0 in. WC (2.49 kPa)
Modulating Application - Low Fire	0.9 in. WC (0.22 kPa)	3.5 in. WC (0.87 kPa)
Minimum Supply Pressure		
Single Stage Application	5.0 in. WC (1.24 kPa)	11.0 in. WC (2.74 kPa)
Two Stage Application	6.5 in. WC (1.62 kPa)	11.5 in. WC (2.86 kPa)
Modulating Application	6.5 in. WC (1.62 kPa)	11.5 in. WC (2.86 kPa)
Maximum Supply Pressure	14.0 in. WC (3.49 kPa)	14.0 in. WC (3.49 kPa)

GAS INPUT RATE

▲ CAUTION Never overfire the duct furnace, as this may cause unsatisfactory operation, or shorten the life of the heater.

Check the gas input rate as follows (Refer to General Safety Information section for metric conversions).

1. Turn off all gas appliances that use gas through the same meter as the unit heater.
2. Turn the gas on to the unit heater.
3. Clock the time in seconds required to burn 1 cubic ft. of gas by checking the gas meter.
4. Insert the time required to burn one cubic foot of gas into the following formula and compute the input rate

$$\frac{3600 \text{ (Sec. per Hr.)} \times \text{BTU/Cu./Ft.}}{\text{Time (Sec.)}} = \text{Input Rate}$$

For example, assume the BTU content of one cubic foot of gas is 1000, and that it takes 18 seconds to burn one cubic foot of gas.

$$\frac{3600 \times 1000}{18} = 200,000$$

NOTICE: If the computation exceeds, or is less than 95% of the gas BTU/hr. input rating (see Table 2), adjust the gas pressure.

Adjust the gas pressure as follows:

1. **NATURAL GAS:** Best results are obtained when the duct furnace is operating at its full rated input with the manifold pressure of 3.5 inch WC (0.9 kPa). Adjustment of the pressure regulator is not normally necessary since it is preset at the factory. However, field adjustment may be made as follows:
 - a. Attach manometer at the pressure tap plug below the control outlet.
 - b. Remove the regulator adjustment screw cap, located on the combination gas valve.
 - c. With a small screwdriver, rotate the adjustment screw clockwise to increase pressure.
 - d. Replace regulator adjustment screw cap.
2. **PROPANE GAS:** An exact manifold pressure of 10.0 inch WC (2.5 kPa) must be maintained for proper operation of the duct furnace. If the unit is equipped with a pressure regulator on the combination gas valve, follow steps "a" through "d" above. If the unit is not so equipped, the propane gas supply system pressure must be regulated to attain this manifold operating pressure.

Table 8 - Main Burner Orifice Schedule*

* INPUT IN 1000 BTU	TYPE OF GAS	NATURAL	PROPANE	NO. OF BURNER ORIFICES
	HEATING VALUE	1075 BTU/Ft ³ (40.1 MJ/m ³)	2500 BTU/Ft ³ (93.1 MJ/m ³)	
	MANIFOLD PRESSURE	3.5 Inch WC (0.9 kPa)	10.5 Inch WC (2.6 kPa)	
100	FT ³ /HR ORIFICE DRILL	96 42	40 54	4
125	FT ³ /HR ORIFICE DRILL	120 42	50 54	5
150	FT ³ /HR ORIFICE DRILL	140 42	60 54	6
175	FT ³ /HR ORIFICE DRILL	163 42	70 54	7
200	FT ³ /HR ORIFICE DRILL	186 42	80 54	8
225	FT ³ /HR ORIFICE DRILL	210 42	90 54	9
250	FT ³ /HR ORIFICE DRILL	233 42	100 54	10
300	FT ³ /HR ORIFICE DRILL	280 42	120 54	12
350	FT ³ /HR ORIFICE DRILL	326 42	140 54	14
400	FT ³ /HR ORIFICE DRILL	372 42	160 54	16

* This schedule is for units operating at normal altitudes of 2000 feet (610m) or less. Special orifices are required for installations above 2000 feet (610m).

When installed in Canada, any references to deration at altitudes in excess of 2000 feet (610m) are to be ignored. At altitudes of 2000 to 4500 feet (610 to 1372m), the unit heaters must be orificed to 90% of the normal altitude rating, and be so marked in accordance with the ETL certification.

PILOT ADJUSTMENT

1. Remove the PILOT ADJUSTMENT CAP.
2. Adjust the pilot screw to provide a properly sized flame.
3. A proper flame is a soft, steady flame that envelops 3/8 to 1/2 inches (9.5 to 12.7mm) of the flame sensor.
4. Replace the pilot adjustment cap.

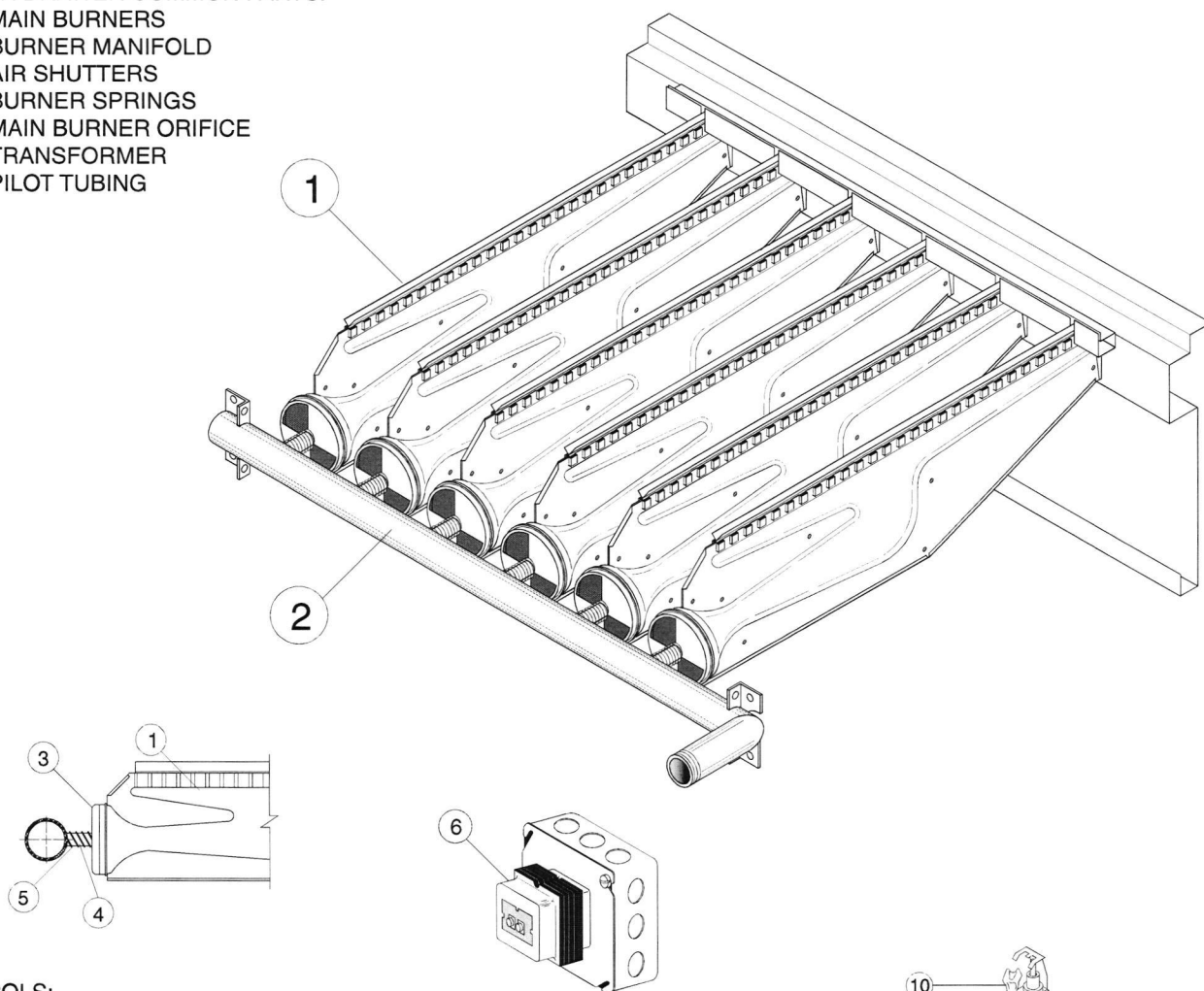
MANIFOLD PRESSURE ADJUSTMENT

If the manifold pressure requires adjustment, remove the cap from the pressure regulator and turn the adjustment screw clockwise to increase the pressure, and counterclockwise to decrease the pressure. The adjusted manifold pressure should not vary more than 10% from the pressures specified in Table 8.

Figure 11 - Burner Components – Intermittent Pilot Ignition

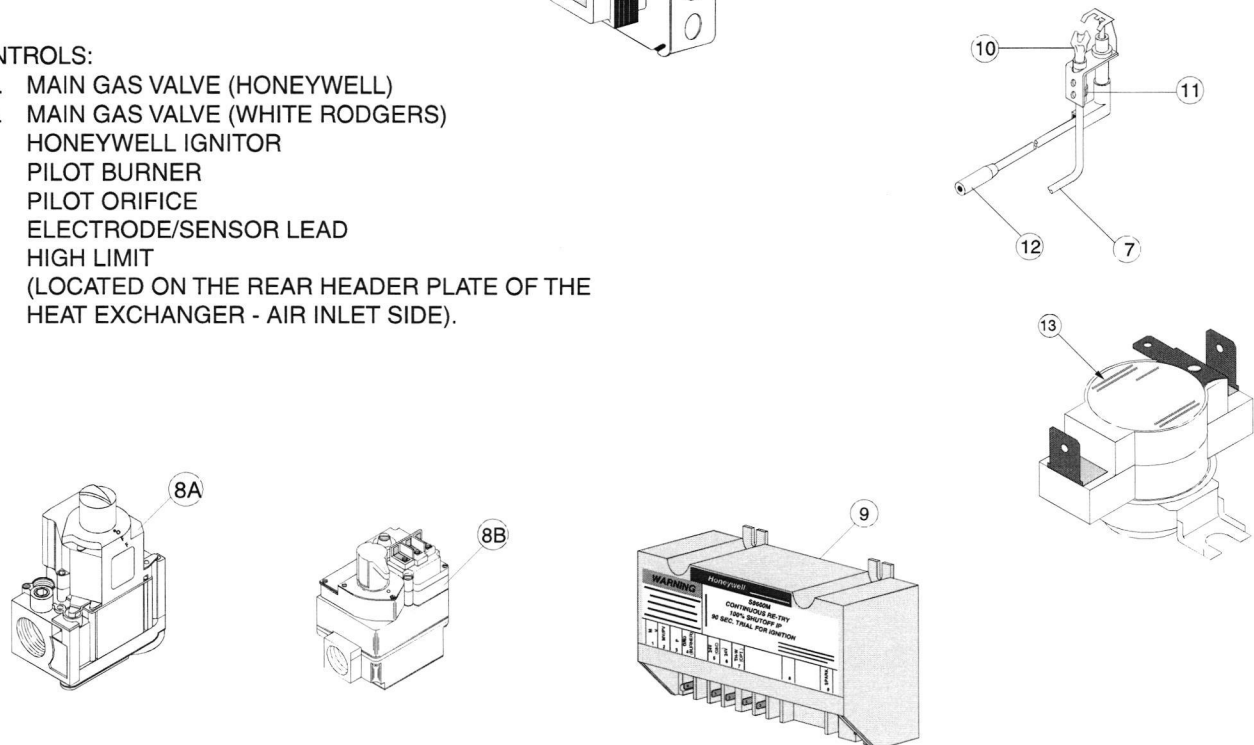
BURNER DRAWER COMMON PARTS:

1. MAIN BURNERS
2. BURNER MANIFOLD
3. AIR SHUTTERS
4. BURNER SPRINGS
5. MAIN BURNER ORIFICE
6. TRANSFORMER
7. PILOT TUBING



CONTROLS:

- 8A. MAIN GAS VALVE (HONEYWELL)
- 8B. MAIN GAS VALVE (WHITE RODGERS)
9. HONEYWELL IGNITOR
10. PILOT BURNER
11. PILOT ORIFICE
12. ELECTRODE/SENSOR LEAD
13. HIGH LIMIT
(LOCATED ON THE REAR HEADER PLATE OF THE
HEAT EXCHANGER - AIR INLET SIDE).



OPERATION

▲ CAUTION Never operate the unit beyond the specified limits or severe damage to, and/or premature failure of, the unit will result!

EXPLANATION OF CONTROLS

1. Each Separated Combustion Duct Furnace comes equipped with a power vent system that consists of a power ventor motor and blower, pressure switch, and sealed flue collector. (See Figure 15)

▲ CAUTION The addition of external draft hoods or power ventors is not permitted. Addition of such devices may cause serious unit malfunction or failure.

2. The power ventor is energized by the room thermostat when a demand for heat is sensed. The pressure switch measures the differential pressure between the air inlet and the exhaust vent systems. If the differential is correct, the indirect spark ignition system is energized.

▲ WARNING Under no circumstances is the unit to be fired if the power ventor is not operable, or severe personal injury or death may occur!

3. The indirect spark ignition system consists of an ignition module, a dual combination gas valve, and a spark-ignited pilot burner. When the pressure switch is closed, the pilot valve opens as a spark is generated to light the pilot. When the flame is sensed by the flame sensing circuit, the spark ceases, and the main gas valve opens to supply gas to the main burners. Once the thermostat is satisfied, the vent system and gas valve are simultaneously de-energized, stopping all gas flow to the unit.
4. The high limit switch interrupts the flow of electrical current to the main gas valve if the duct furnace becomes overheated.
5. The optional fan switch delays the operation of the fan for approximately 45 seconds once the thermostat is closed, and continues fan operation for approximately 65 seconds after the thermostat opens. The start-up fan delay must not exceed 90 seconds from a cold start.
6. The wall thermostat, supplied optionally, is a temperature sensitive switch that operates the vent and ignition systems to control the temperature of the space being heated.

NOTICE: The thermostat must be mounted on a vertical, vibration-free surface, free from air currents, and in accordance with the furnished instructions.

START UP

1. Open the manual gas valve, in the gas supply line to the duct furnace. Loosen the union in the gas supply line to purge it of air. Tighten the union, and check for leaks.

NOTICE: Check all pipe joints for leakage using a soap solution or other approved method.

▲ DANGER Never use an open flame to detect gas leaks. Explosive conditions may exist which could result in property damage, personal injury or death.

▲ WARNING Before attempting to light or relight the pilot, wait 5 minutes to allow gas which may have accumulated in the burner compartment to escape. Failure to heed this warning could result in property damage, personal injury or death!

2. Turn on electrical power. The duct furnace should now be under the control of the thermostat. Set the thermostat to it's highest setting, the power ventor motor should start, and burner ignition occur. Turn the thermostat to the lowest setting. The burners and power ventor should stop operating immediately. Reset the thermostat to the desired operational setting.

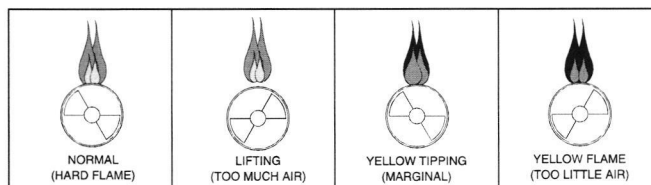
PRIMARY AIR SHUTTER ADJUSTMENT

After the unit has been operating for at least 15 minutes, adjust the primary air flow to the burners. Turn the friction-locked, manually-rotated air shutters clockwise to close, and counterclockwise to open.

For correct air adjustment, close the shutter until yellow tips in the flame appear. Then, open the air shutter to the point just beyond where the yellow tipping disappears. Refer to Figure 12.

NOTICE: There may be momentary and spasmodic orange flashes in the flame. This is caused by the burning of airborne dust particles, and should not be confused with yellow tipping, which is a stable, or permanent, situation when there is insufficient primary air.

Figure 12 - Main Burner Flames



SHUT DOWN

1. Turn the valve selector knob to the "OFF" position.
2. Turn off the electricity.
3. To relight, follow "Initial Lighting" instructions.

MAINTENANCE

PERIODIC SERVICE

▲ WARNING Open all disconnect switches and secure in that position before servicing unit. Failure to do so may result in personal injury or death from electrical shock!

▲ WARNING Gas tightness of the safety shut-off valves must be checked on at least an annual basis.

To check gas tightness of the safety shut-off valves, turn off the manual valve upstream of the appliance combination control. Remove the 1/8 inch pipe plug on the inlet side of the combination control and connect a manometer to that tapping. Turn the manual valve on to apply pressure to the combination control. Note the pressure reading on the manometer, then turn the valve off. A loss of pressure indicates a leak. If a leak is detected, use a soap solution to check all threaded connections. If no leak is found, combination control is faulty and must be replaced before putting appliance back in service.

NOTICE: The heater and vent system should be checked once a year by a qualified technician.

Should maintenance be required, perform the following inspection and service routine:

1. Inspect the area near the unit to be sure that there is no combustible material located within the minimum clearance requirements listed in Table 3.

▲ WARNING Under no circumstances should combustible material be located within the clearances specified in Table 3. Failure to provide proper clearances could result in personal injury or equipment damage from fire!

2. Turn off the manual gas valve and electrical power to the duct furnace.
3. To clean or replace the main burners, open the bottom panel and compress the spring by moving the burner toward the manifold. Slide the opposite end of the burner downward from the locating slot while retaining spring is still compressed. Pull the burners away from the heater.
4. With the burners removed, wire brush the inside surfaces of the heat exchanger.
5. Remove any dirt, dust, or other foreign matter from the burners using a wire brush and/or compressed air. Ensure that all parts are unobstructed. Inspect and clean the pilot burner if necessary.
6. Reassemble the gas duct furnace by replacing all parts in reverse order.
7. Complete the appropriate unit start-up procedure as given in the "Operation" section of this manual (see unit lighting instruction plate and the unit nameplate).
8. Check the burner adjustment. See "Primary Air Shutter Adjustment" section in this manual.
9. Check all gas control valves and pipe connections for leaks.
10. Check the operation of the automatic gas valve by lowering the setting of the thermostat, stopping the operation of the gas duct furnace. The gas valve should close tightly, completely extinguishing the flame on the main burners.
11. Inspect and service the blower section of the system.
12. Check and test the operational functions of all safety devices supplied with your unit.

Figure 13 - Combustion Chamber

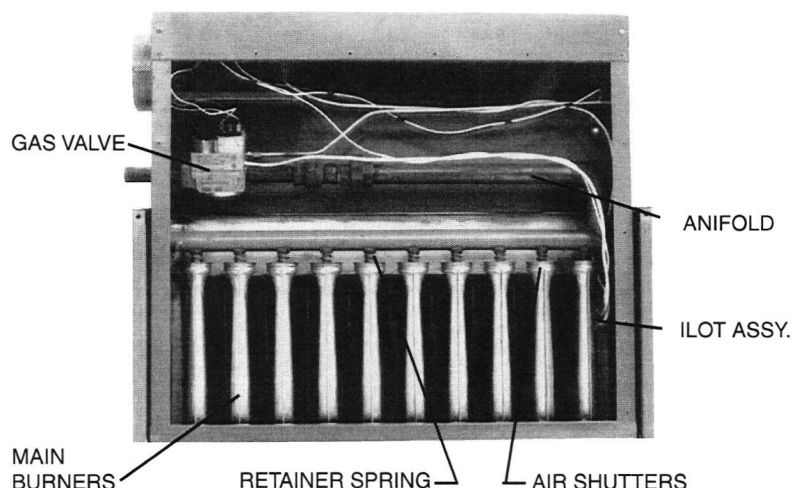


Figure 14 - Internal Furnace Assembly

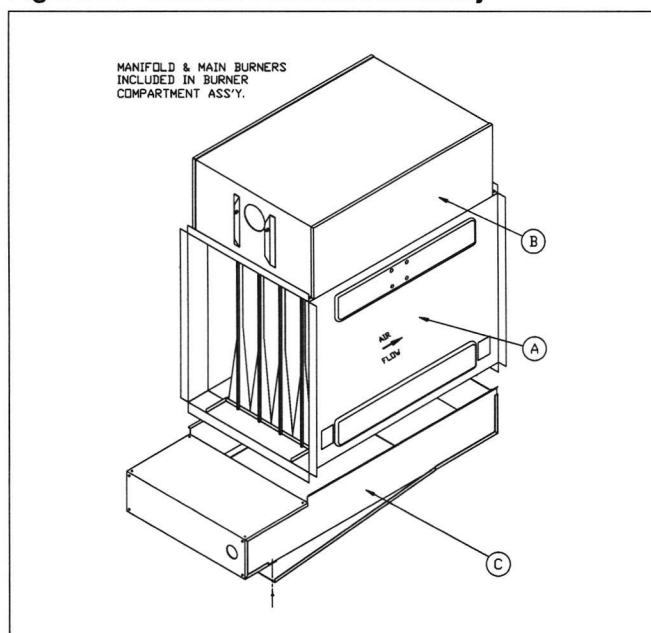
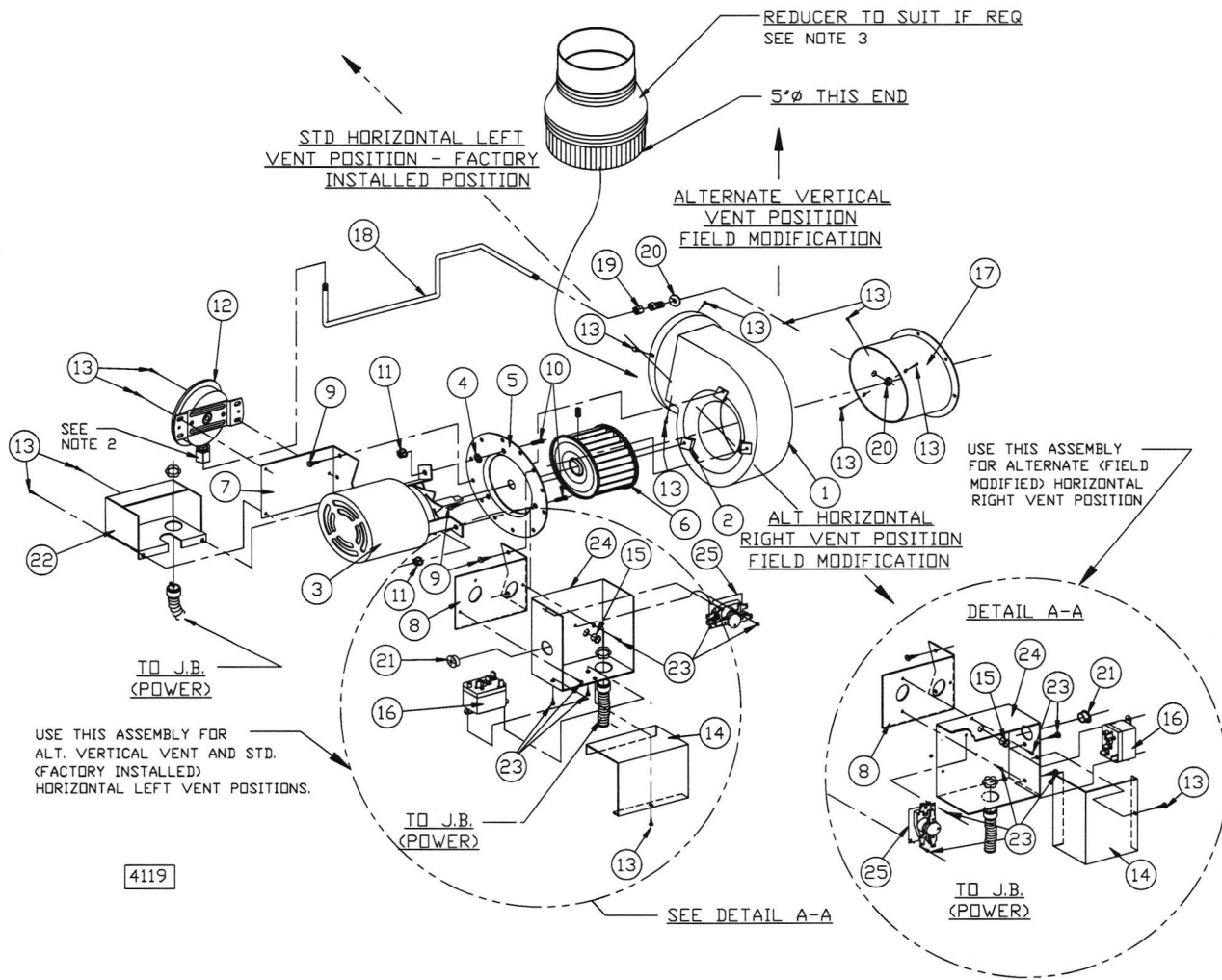


Figure 15 - Power Venter Assembly



Ref. No.	Description
1	Blower Housing Assembly
2	Speed Nut
3	Motor
4	Washer, Plain
5	Plate Adapter
6	Blower Wheel
7	Mounting Bracket (Pressure Switch)
8	Mounting Bracket (Junction Box)
9	Screw, S.T.
10	Screw, Machine (L = $\frac{3}{4}$ inch)
11	Nut, Keps (Ext. Lock Washer)
12	Air Pressure Switch*
13	Drill Screw

Ref. No.	Description
14	Junction Box Cover
15	Snap Bushing
16	Relay (Motor)
17	Draftor Stack Assembly
18	Tubing (Aluminum) Formation
19	Male Connector
20	Locknut
21	Hole Plug
22	Pressure Switch Cover
23	Drill Screw
24	Junction Box Base
25	Relay (Purge)

NOTES:

*1) For item No. 6 use counter-clockwise rotation.

2) **DO NOT OVERTIGHTEN CELCON NUT! HAND TIGHTEN ONLY! DO NOT USE TOOLS!**

Approximate 1/3 turn maximum or 8 inch pounds is sufficient from the point where the tube does not slip in or out.

3) Flue Sizes:

100/175 units: 4 inch diameter flue outlet Reducer required – To be supplied by installer.

200/250 units: 5 inch diameter flue outlet (no adaptor required on flue).

300/400 units: 6 inch diameter flue outlet Inceaser required – To be supplied by manufacturer.

See "Power Vent Position" in Installation section for instructions on how to adjust vent position from factory installed position.

Table 9 - Troubleshooting Guide

SYMPTOMS	POSSIBLE CAUSE(S)	CORRECTIVE ACTION
A. Flame lifting from burner ports.	1. Pressure regulator set too high. 2. Defective regulator. 3. Burner orifice too large.	1. Reset manifold Pressure. Refer to "Operation". 2. Replace regulator section of combination gas valve or complete valve. 3. Check with local gas supplier for proper orifice size, and replace. Refer to "Operation".
B. Flame pops back.	1. Excessive primary air. 2. Burner orifice too small.	1. Close air shutter. Refer to "Operation". 2. Check with local gas supplier for proper orifice size and replace. Refer to "Operation".
C. Noisy flame.	1. Too much primary air. 2. Noisy pilot. 3. Irregular orifice causing whistle or resonance. 4. Excessive gas input.	1. Close air shutter. 2. Reduce pilot gas. Refer to "Operation". 3. Replace orifice. 4. Reset manifold pressure. Refer to "Operation": Replace regulator section of combination gas valve or complete valve; or Check with local gas supplier for proper orifice size, and replace. Refer to "Operation".
D. Yellow tip flame (some yellow tipping on propane gas is permissible).	1. Insufficient primary air. 2. Clogged burner ports. 3. Misaligned orifices. 4. Clogged draft hood. 5. Air shutter. 6. Insufficient combustion air.	1. Open air shutter. Refer to "Operation". 2. Clean main burner ports. 3. Replace manifold assembly. 4. Clean draft hood. 5. Check for dust or lint at air mixer opening and around air shutter. 6. Check for obstruction in combustion air inlet cap and piping. See "Installation".
E. Floating flame.	1. Blocked Venting. 2. Insufficient combustion air. 3. Blocked heat exchanger 4. Air leak into combustion chamber or draft hood.	1. Clean flue. Refer to "Installation". 2. Check for obstruction in combustion air inlet cap and piping. See "Installation". 3. Clean heater. 4. Determine cause and repair accordingly.
F. Gas odor.	1. Shut off gas immediately. 2. Blocked heat exchanger/venting. 3. Drafts around heater. 4. Negative pressure in building. 5. Blocked draft hood.	1. Inspect all gas piping and repair. 2. Clean heat exchanger/flue. 3. Eliminate drafts. Refer to "Installation". 4. See "Installation". 5. Clean draft hood.

Table 9 - Troubleshooting Guide

SYMPTOMS	POSSIBLE CAUSE(S)	CORRECTIVE ACTION
G. Delayed ignition.	1. Excessive primary air. 2. Main burner ports clogged near pilot. 3. Pressure regulator set too low. 4. Pilot decreases in size when main burners come on. 5. Pilot flame too small. 6. Drafts around ventor. 7. Improper venting.	1. Close air shutter. Refer to "Operation". 2. Clean main burner ports. 3. Reset manifold pressure. Refer to "Operation". 4. Supply piping is inadequately sized. Refer to "Installation". 5. Clean pilot orifice. Refer to "Operation". 6. Eliminate drafts. Refer to "Installation". 7. Refer to "Installation".
H. Failure to ignite.	1. Main gas valve off. 2. Lack of power at unit. 3. Thermostat not calling for heat. 4. Defective limit switch. 5. Improper thermostat or transformer wiring at gas valve. 6. Defective gas valve. 7. Defective thermostat. 8. Defective transformer. 9. Loose wiring. 10. Defective ignition control.	1. Open all manual gas valves. 2. Replace fuse or turn on power supply. 3. Turn up thermostat. 4. Check limit switch with continuity tester. If open, replace high limit. 5. Check wiring per wiring diagrams. 6. Replace gas valve. 7. Check thermostat and replace if defective. 8. Be sure 115 volts is supplied to the transformer primary, then check for 24 volts at secondary terminal before replacing. 9. Check and tighten all wiring connections per diagrams. 10. Replace, if necessary. Also see W, X, & Y symptoms.
J. Condensation of water vapor.	1. Condensation of water vapor.	1. Refer to "Installation, Venting".
K. Burner won't turn off.	1. Poor thermostat location. 2. Defective thermostat. 3. Improper thermostat or transformer wiring at gas valve. 4. Short circuit. 5. Defective or sticking gas valve. 6. Excessive gas supply pressure.	1. Relocate thermostat away from drafts. 2. Replace thermostat. 3. Check wiring diagrams. 4. Check operation at valve. Look for short (such as staples piercing thermostat wiring) and correct. 5. Replace gas valve. 6. Refer to "Operation".

Table 9 - Troubleshooting Guide

SYMPTOMS	POSSIBLE CAUSE(S)	CORRECTIVE ACTION
L. Rapid burner cycling.	1. Loose wire connections at gas valve or thermostat. 2. Excessive thermostat heat anticipator. 3. Unit cycling on high limit. 4. Poor thermostat location. 5. Draft on pilot. 6. Defective ignitor control. 7. Defective high limit.	1. Tighten all connections. 2. Adjust thermostat for longer cycles. Refer to "Operation". 3. Check for proper air supply across heat exchanger. 4. Relocate thermostat (do not mount thermostat on unit). 5. Eliminate drafts. Refer to "Installation". 6. Replace ignitor. 7. Jumper high limit switch terminals 1 and 2. If burner operates normally, replace switch.
M. Noisy power ventor.	1. Power ventor wheel loose. 2. Power ventor wheel dirty. 3. Power ventor wheel rubbing housing. 4. Bearings are dry.	1. Replace or tighten. 2. Clean power ventor wheel. 3. Realign power ventor wheel. 4. Oil bearings on power ventor motor. Refer to label on motor.
N. Pilot will not light or will not stay lit.	1. Main gas valve off. 2. Pilot adjustment screw turned too low on combination main gas valve. 3. Air in gas line. 4. Incorrect lighting procedure. 5. Dirt in pilot orifice. 6. Extremely high or low gas pressure. 7. Drafts around unit. 8. Pilot valve not opening (faulty wiring). 9. No spark (faulty wiring). 10. Defective gas valve.	1. Open all manual gas valves. 2. Refer to "Operation". 3. Purge air from gas line. 4. Follow lighting instruction label adjacent to gas valve. 5. Remove pilot orifice. Clean with compressed air or solvent. Do not ream. 6. Refer to "Operation". 7. Eliminate drafts. Refer to "Installation". 8. Inspect and correct wiring. 9. Inspect and correct ignition system wiring. See symptoms W, X & Y. 10. Replace gas valve.

Table 9 - Troubleshooting Guide

SYMPTOMS	POSSIBLE CAUSE(S)	CORRECTIVE ACTION
O. Power ventor will not run.	1. Loose wiring. 2. Defective motor overload protector or defective motor. 3. Defective power ventor relay.	1. Check and tighten all wiring connections per diagrams. Thermostat wires tagged "W" and "G" must be connected together (unless special thermostats are used; if so, see thermostat wiring diagram). See "Electrical Connections". 2. Replace motor. 3. Check 24V across 1 and 3 terminals on fan relay. If 24V is present, jumper terminals numbered 2 and 4. If motor runs, the relay is defective and must be replaced. If 24V is not present, check wiring per wiring diagrams.
P. Power ventor motor turns on and off while burners are operating.	1. Fan relay heater element improperly wired. 2. Defective ventor relay switch. 3. Motor protector cycling on and off. 4. Motor not properly oiled.	1. Be sure ventor relay heater terminals are connected per diagrams. 2. Replace ventor motor. 3. Check motor amps against motor name plate rating, check voltage, replace power ventor motor if defective. 4. Refer to label on motor.
Q. Power ventor motor will not stop.	1. Improperly wired ventor relay. 2. Main burners not lighting while thermostat calls for heat. 3. Defective ventor relay.	1. Check all wiring. 2. Refer to H & N Symptoms. 3. Replace ventor relay.
R. Not enough heat.	1. Incorrect gas input. 2. Heater undersized. 3. Thermostat malfunction. 4. Heater cycling on high limit. 5. Check outside dampers if used.	1. Refer to "Operation". 2. This is especially true when heated space is enlarged. Have heat loss calculated and compare to heater output (80% of input). Your gas supplier or installer can furnish this information. If heater is undersized, add additional heaters. 3. Replace thermostat. 4. Check air movement through heat exchanger. Check voltage to fan motor. Clean power ventor motor. 5. Adjust dampers accordingly.
T. Too much heat.	1. Thermostat malfunction. 2. Heater runs continuously.	1. Replace thermostat. 2. Check wiring diagrams; Check operation at valve. Look for short (such as staples piercing thermostat wiring) and correct: Replace gas valve; Refer to "Operation".
U. Cold air is delivered on start-up	1. Fan relay heater element improperly wired.	1. Be sure fan relay heater terminal are connected per diagrams.

Table 9 - Troubleshooting Guide

SYMPTOMS	POSSIBLE CAUSE(S)	CORRECTIVE ACTION
V. Cold air is delivered during heater operation.	1. Incorrect manifold pressure or input. 2. Voltage to unit too high. 3. Air through put too high.	1. Refer to "Operation". 2. Check motor voltage with fan running. Should be 115 volts AC. 3. Refer to "Operation".
W. No spark.	1. Thermostat not calling for heat. 2. No low voltage. 3. Spark gap closed or too wide. 4. Broken or cracked ceramic on spark electrode.	1. Close thermostat contacts. 2. Check for 24V across 24V terminals of S8600. 3. Set gap to 0.1". 4. Replace pilot assembly.
X. Spark present but pilot does not light.	1. Loose S8600 connections. 2. Improper gas pressure. 3. Is spark in pilot gas stream? 4. No pilot gas — do not use match to test - presence of gas is easily detected by the odor.	1. Check all connections, term. PV feeds 24V to pilot valve. 2. Check pressure — pressure that is either too high or too low may cause a problem. 3. Spark should arc from electrode. 4. Check pilot line for kinks. Ensure there are no drafts.
Y. Pilot lights — Main valve does not energize.	1. Loose S8600 connections. 2. Cracked or broken sensor ceramic. 3. Check sensor/spark lead for continuity. 4. Measure 24 volts from term. MV to term. MV/PV.	1. Check connections-term. MV feeds main valve. 2. Replace pilot assembly. 3. Replace if needed. 4. If present, replace main valve; if not, replace S8600 Igniter.
Z. Hi-Limit switch tripping.	1. Unit is overfiring. 2. Air flow too low 3. Defective switch.	1. Manifold pressure too high; adjust. Burner orifices may be too large: verify/replace if req'd. 2. Increase air flow; check fan size. Check for proper voltage. 3. Replace.

HOW TO ORDER REPLACEMENT PARTS

Please send the following information to your local representative; If further assistance is needed, contact the manufacturer's customer service department.

- Unit number
- Serial Number (if any)
- Part description and Number as shown in the Replacement Parts Catalog.

LIMITED WARRANTY

SEPARATED COMBUSTION DUCT FURNACE

1. The "Manufacturer" warrants to the original owner at original installation site that our Separated Combustion Duct Furnace ("the Product") will be free from defects in material or workmanship for one (1) year from the date of shipment from the factory. If upon examination by the Manufacturer the Product is shown to have a defect in material or workmanship during the warranty period, the Manufacturer will repair or replace, at its option, that part of the Product which is shown to be defective.
2. This limited warranty does not apply:
 - (a) if the Product has been subjected to misuse or neglect, has been accidentally or intentionally damaged, has not been installed, maintained or operated in accordance with the furnished written instructions, or has been altered or modified in any way by any unauthorized person.
 - (b) to any expenses, including labor or material, incurred during removal or reinstallation of the Product.
 - (c) to any damage due to corrosion by chemicals, including halogenated hydrocarbons, precipitated in the air.
 - (d) to any workmanship of the installer of the Product.
3. This limited warranty is conditional upon:
 - (a) advising the installing contractor, who will in turn notify the distributor or manufacturer.
 - (b) shipment to the Manufacturer of that part of the Product thought to be defective. Goods can only be returned with prior written approval of the Manufacturer. All returns must be freight prepaid.
 - (c) determination in the reasonable opinion of the Manufacturer that there exists a defect in material or workmanship.
4. Repair or replacement of any part under this Limited Warranty shall not extend the duration of the warranty with respect to such repaired or replaced part beyond the stated warranty period.
5. **THIS LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, AND ALL SUCH OTHER WARRANTIES, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED AND EXCLUDED FROM THIS LIMITED WARRANTY. IN NO EVENT SHALL THE MANUFACTURER BE LIABLE IN ANY WAY FOR ANY CONSEQUENTIAL, SPECIAL, OR INCIDENTAL DAMAGES OF ANY NATURE WHATSOEVER, OR FOR ANY AMOUNTS IN EXCESS OF THE SELLING PRICE OF THE PRODUCT OR ANY PARTS THEREOF FOUND TO BE DEFECTIVE. THIS LIMITED WARRANTY GIVES THE ORIGINAL OWNER OF THE PRODUCT SPECIFIC LEGAL RIGHTS. YOU MAY ALSO HAVE OTHER RIGHTS WHICH MAY VARY BY EACH JURISDICTION.**

In the interest of product improvement, we reserve the right to make changes without notice.

SEPARATED COMBUSTION INDOOR DUCT FURNACE UNIT NUMBER DESCRIPTION

Digit	X	X	X	X	—	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	+
Item	Prefix					UT	CA				FT	FM	GT	IC	AL	GC	SV	MT	MS		AS

(Internal use Only)

Digit #1, 2 - Unit Type [UT]
D6 - Separated Combustion Duct Furnace

Digit #3, 4, 5 - Capacity [CA]
100 - 100,000 BTU/HR
125 - 125,000 BTU/HR
150 - 150,000 BTU/HR
175 - 175,000 BTU/HR
200 - 200,000 BTU/HR
225 - 225,000 BTU/HR
250 - 250,000 BTU/HR
300 - 300,000 BTU/HR
350 - 350,000 BTU/HR
400 - 400,000 BTU/HR

Digit #6 - Furnace Type [FT]
A - Right Side Access (Optional)
B - Left Side Access (Standard)

Digit #7 - Heat Exchanger Construction Material [FM]
1 - Aluminumized Steel
2 - 409 Stainless Steel
3 - 321 Stainless Steel

Digit #8 - Gas Type [GT]
N - Natural Gas
P - Propane Gas (LP)
K - Natural Gas w/100% Shutoff

Digit #9 - Ignition Control [IC]
2 - Spark Ignition

Digit #10 - Altitude [AL]
A - 0-1,999 ft. J - 8,000-8,999 ft.
B - 2,000-2,999 ft. K - 9,000-9,999 ft.
C - 3,000-3,999 ft. L - 10,000-10,999 ft.
D - 4,000-4,999 ft. M - 11,000-11,999 ft.
F - 5,000-5,999 ft. N - Local Gas Supplier Derate
G - 6,000-6,999 ft. P - Canadian High Altitude 2,000-4,500 ft.
H - 7,000-7,999 ft.

Digit #11 - Gas Control [GC]
A - Single Stage
B - Two Stage
H - Electronic Modulation w/Room Sensing
J - Electronic Modulation w/Duct Sensing
K - Electronic Modulation w/Duct Sensing & Room Ovrd. Stat
L - Electronic Modulation w/External 4-20 mA Input
N - Electronic Modulation w/External 0-10 VDC Input

Digit #12 - Supply Voltage [SV]
1 - 115/1/60 5 - 230/3/60
2 - 208/1/60 6 - 460/3/60
3 - 230/1/60 7 - 575/3/60
4 - 208/3/60 Z - Special
Note: Supply Voltages [SV] 2-7 include field mounted step down transformer.

Digit #13 - Motor Type [MT]
0 - None/Not Applicable

Digit #14 - Motor Sizes [MS]
0 - None/Not Applicable

Digit #15 - Accessories [AS]

FACTORY INSTALLED

A8 - Input Derate
K4 - Fan Time Delay
K5 - Air Flow Prove Switch
P4 - Terminal Block Wiring
P6 - Summer/Winter Switch
S1 - 409 Stainless Steel Burners
S3 - 409 Stainless Steel Flue Collector

† FIELD INSTALLED (AS-____)

† Field Installed Accessories are not included in the Unit Number. All Field Installed Accessories are entered as a separate line item using the catalog number which utilizes "AS" as a prefix. i.e: A7 becomes AS-A7.

A7 - High Pressure Regulator
A7-1/2-1 - Regulator for 0.5-10 PSI
A7-3/8-1 - Regulator for 10-20 PSI
A7-5/16-1 - Regulator for 20-35 PSI
F1 - 1-Stage T675A Ductstat
F2 - 2-Stage T678A Ductstat
G1 - 1-Stage T87K Mercury Free Thermostat w/Subbase Kit
G2 - 1-Stage T87K Mercury Free Thermostat w/TG511A Guard Kit
G3 - 1-Stage T834N Mercury Free Thermostat w/Fan Switch
G6 - Locking Thermostat Cover
G9 - 1-Stage T822K Mercury Free Thermostat
H5 - Low Ambient Control
M2-1 - Vent Caps (4 inch) (Unit Capacity 100-175)
M2-2 - Vent Caps (5 inch) (Unit Capacity 200-250)
M2-3 - Vent Caps (6 inch) (Unit Capacity 300-400)
M3-1 - Adaptors (5-4 inch) (Unit Capacity 100-175)
M4 - Vertical Combustion Air Inlet Kit
M5 - Horizontal Combustion Air Inlet Kit
P2 - Adjustable High Limit Switch
P3 - Adjustable Fan Switch
P5 - 24V SPST Relay-Specify Purpose
Q7 - Horizontal/Vertical Louvers

GAS EQUIPMENT START-UP

Customer _____ Job Name & Number _____

PRE-INSPECTION INFORMATION

With power and gas off.

Type of Equip: Duct Furnace

Serial Number _____ Model Number _____

Name Plate Voltage: _____ Name Plate Amperage: _____

Type of Gas: Natural LP Tank Capacity _____ lbs Rating: _____ BTU @ _____ °F
_____ kg _____ kw @ _____ °C

- ☐ Are all panels, doors, vent caps in place?
- ☐ Has the unit suffered any external damage? Damage _____
- ☐ Does the gas piping and electric wiring appear to be installed in a professional manner?
- ☐ Has the gas and electric been inspected by the local authority having jurisdiction?
- ☐ Is the gas supply properly sized for the equipment?
- ☐ Were the installation instructions followed when the equipment was installed?
- ☐ Have all field installed controls been installed?
- ☐ Do you understand all the controls on this equipment? *If not, contact your wholesaler or rep.*
(DO NOT START this equipment unless you fully understand the controls.)

GENERAL

With power and gas off.

- ☐ Make certain all packing has been removed.
- ☐ Tighten all electrical terminals and connections.
- ☐ Check all controls for proper settings.

GAS HEATING

With power and gas on.

- ☐ Inlet gas pressure. _____ in. WC or _____ kPa
- ☐ Pilot & main burner ignition.
- ☐ Manifold gas pressure. _____ in. WC or _____ kPa
- ☐ Check electronic modulation. Set at: _____
- ☐ Cycle and check all other controls not listed.
- ☐ Entering air temp. _____ °F or _____ °C
- ☐ Discharge air temp. (high fire) _____ °F or _____ °C
- ☐ External static pressure _____ in. WC
- ☐ Cycle by thermostat or operating control.
- ☐ Combustion Reading:
Carbon Monoxide: _____ PPM
Carbon Dioxide: _____ %

Remarks: _____

Item Attachment Documents:

- h. Consideration of the request to Exchange Federal Funds from the Kansas Department of Transportation for 2020 under the Federal-Aid Exchange Master Agreement.

City of Junction City

City Commission

Agenda Memo

02-08-2020

From: Allen J. Dinkel, City Manager

To: Governing Body

Subject: Request to Exchange Federal Funds under the Federal-Aid Exchange Master Agreement

Objective: Consider approving request for Federal Funds exchange.

Explanation of Issue: The Kansas Department of Transportation (KDOT) is making federal funds, in the amount of \$488,007.13 , available to the City of Junction City for the federal fiscal year 2020 (October 1, 2019 through September 30, 2020). These funds may be used to develop a federal-aid project or they may be exchanged with KDOT under the Federal Fund Exchange (FFE) Program.

The FFE program is a voluntary program that allows a local public agency (LPA) to trade all or a portion of its federal fund allocations with KDOT in exchange for state transportation dollars. The exchange rate for the 2020 program is \$.90 of state funds for every \$1.00 of local federal obligation authority exchanged.

In the exchange the City will receive 90 percent of \$488,007.13 or \$439, 206.42. In my mind this is the best option for the City as it allows for more flexible use of the dollars. The exchange rate of 90 percent is up from the 2018 rate of 75 percent. Two years ago Governor Colyer reinstated the 90 percent after Governor Brownback had lowered to 75 percent for one year. This change by Governor Colyer equates to \$73,201.07 more dollars to the City this year than under the 75 percent exchange rate. The reinstatement made by Governor Colyer had a major impact to cities and counties.

The amount this year is much higher than last year due to a one-time adjustment. Last year the federal Fund Exchange amount was \$265,833.21 with the City's share being \$237,249.89.

As was agreed to a couple of years ago we are not allowed to bank funds from year to year and these funds must be spent by September 15, 2020. In the past funds could be accumulated at the Kansas Department of Transportation however that is no longer allowed.

The City Commission must approve the request to exchange the Federal Funds.

Budget Impact: The City receives funds for street projects.

Staff Recommendation: Staff recommends approval of the request.

Suggested Motion: I move to approve the request for the Federal Funds Exchange from the Kansas Department of Transportation for 2020.

Attachments: Letter and Request Form.

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

Julie L. Lorenz, Secretary
Michael J. Stringer, P.E., Chief



Phone: 785-296-3861
Fax: 785-296-6946
kdot#publicinfo@ks.gov
<http://www.ksdot.org>
Laura Kelly, Governor

BLP Memo 20-03

MEMO TO: Board of City Commissioners
City of Junction City

DATE: 2/6/2020

SUBJECT: Federal funds distribution/Federal Fund Exchange 2020

I am pleased to announce that the Kansas Department of Transportation (KDOT) is making federal funds, in the amount of \$488,007.13, available to the City of Junction City for the federal fiscal year 2020 (October 1, 2019 through September 30, 2020). Please note that the amount available to exchange in FFY 2020 reflects a one-time adjustment. These funds may be used to develop a federal-aid project following the procedures outlined in the KDOT LPA Project Development Manual, or you may exchange them with KDOT under the Federal Fund Exchange Program.

The Federal Fund Exchange program is a voluntary program that allows a local public agency (LPA) to trade all or a portion of its federal fund allocations in a specific federal fiscal year with KDOT in exchange for state transportation dollars. The exchange rate for the 2020 program is \$0.90 of state funds for every \$1.00 of local federal obligation authority exchanged. State funds will be paid on a reimbursement basis as the LPA incurs costs for transportation related projects.

The FFE Program Guidelines and required documents are found at <http://www.ksdot.org/burlocalproj/default.asp>. For your convenience, the amount of funds available to exchange for federal fiscal year 2020 have been entered into the attached Request to Exchange Federal Funds form. **Please remember that the Request to Exchange Federal Funds and the Request for Reimbursement requesting the entire amount of funds available for 2020 must be returned by September 15, 2020.**

We appreciate your participation in the federal-aid/Federal Fund Exchange program for local public agencies. Please contact Tod Salfrank or me at 785-296-3861 or KDOT.Lpeplans@ks.gov if you have any questions regarding this program or if you need assistance in completing the Request to Exchange Federal Funds form.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael J. Stringer".

Michael J. Stringer, P.E., Chief
Bureau of Local Projects

cc: Office of City Engineer
Ronald J. Seitz, P.E., Director, Division of Engineering and Design
Michael J. Moriarty, Chief, Bureau of Transportation Planning



REQUEST TO EXCHANGE FEDERAL FUNDS
under the Federal-Aid Fund Exchange Master Agreement

City of Junction City

Federal Funds to Be Exchanged: \$488,007.13

Exchange Rate for 2020: \$0.90 State Funds/\$1.00 Federal Funds

The Secretary of Transportation is hereby requested to make available to the city/county State Funds in exchange for the city's/county's allotment of Federal Funds in the amount stated above. The Exchange will be made under the Terms and Conditions as set forth in the city/county's Federal Fund Exchange Master Agreement previously executed between the city/county and the Secretary. This request shall be attached to and become a part of the city/county's Federal Funds Exchange Agreement.

Contact Person: _____ Title: _____

Address: _____

Phone: _____ Email: _____

*Signature** *Date*

Typed or Printed Name

Title

**The representative signing this request must be authorized by law to bind the city/county to an agreement.*

Item Attachment Documents:

- i. Consideration of the KDOT Supplement Agreement No. 1 to Agreement No. 172-18 for the roundabout at K-18 & Karns Drive.

City of Junction City

City Commission

Agenda Memo

February 12, 2020

From: Ray Ibarra, Public Works Director
To: Allen Dinkel, City Manager and City Commission
Subject: **KDOT Supplemental Agreement No. 1 to Agreement No. 172-18 with Junction City**

Objective: The consideration and approval of the KDOT Supplement Agreement No. 1 to Agreement No. 172-18 with Junction City for the roundabout at K-18 & Karns Drive for the amount of \$2,000,000.00

Explanation of Issue: On November 5, 2019 KDOT entered into an agreement with the City of Junction City for construction of a roundabout at K-18 & Karns Drive for the amount of \$1,250,000.00.

During design and plan review for the roundabout KDOT had concerns about two (2) driveway entrances that were closet to the roundabout, citing that the drive entrances would be an issue with safety and needed to be removed.

During discussions with KDOT it was noted that to close the two (2) entrances would incur more cost for design and KDOT agreed to the additional costs to not exceed \$2,000,000.00 and the City will be responsible for the total actual costs of Preliminary Engineering, Construction Engineering, Right of Way, or Utility adjustments that exceed the cost of \$2,000,000.00. The City will be responsible for the cost for the roundabout and upon completion of the project KDOT will reimburse the City.

Budget Impact: No Budget Impact.

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

Recommendation: Staff recommends approval of the KDOT Supplemental Agreement No. 1 with Junction City for the construction of the roundabout on K-18 & Karns Drive.

Suggested Motion: Commissioner _____ moves to approve the KDOT Supplemental Agreement No. 1 for the roundabout project on K-18 & Karns Drive as presented.

Commissioner _____ seconded the motion.

Enclosures: KDOT Supplement Agreement No. 1 to Agreement No. 172-18
KDOT Agreement No. 172-18

PROJECT NO. KA-5132-01
CONSTRUCTION
CITY OF JUNCTION CITY, KANSAS

S U P P L E M E N T A L A G R E E M E N T N o . 1

This Agreement, made and entered into effective the date signed by the Secretary or designee, is by and between the **Secretary of Transportation**, Kansas Department of Transportation (KDOT) (the “Secretary”) and the **City of Junction City, Kansas** (the “City”), **collectively**, the “Parties.”

RECITALS:

- A. The Secretary and the City entered into Agreement No. 172-18 dated November 30, 2018, for the improvement of K-18 & Karns drive intersection to a roundabout (the “Original Agreement”).
- B. Parties now mutually desire to supplement the Original Agreement to increase the Secretary’s participation in Construction Costs.

NOW, THEREFORE, the Parties agree as follows:

1. On page 3 and 4 of the Original Agreement, Article II, paragraph 2 be replaced in its entirety to read:

2. **Payment of Costs.** The Secretary agrees to reimburse the City for one hundred percent (100%) of the total actual costs of Construction (which includes costs of all Construction Contingency Items), but not to exceed \$2,000,000.00 for the Project. The Secretary shall not be responsible for the total actual costs of Preliminary Engineering, Construction Engineering, Right of Way, or Utility adjustments for the Project.

2. On page 11 of the Original Agreement, Article III, paragraph 22 be replaced in its entirety to read:

2. **Financial Obligation.** The City will be responsible for one hundred percent (100%) of the total actual costs of Construction (which includes the costs of all Construction Contingency Items) that exceed \$2,000,000.00 for the Project. Further, the City agrees to be responsible for one hundred percent (100%) of the total actual costs of Preliminary Engineering, Construction Engineering, Right of Way, and Utility adjustments for the Project. The City shall also pay for any Non-Participating Costs incurred for the Project.

3. On page 12 of the Original Agreement, Article IV, paragraph 4 be replaced in its entirety to read:

2. **Contractual Provisions.** The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 07-19), which is attached hereto, are hereby incorporated in this contract and made a part hereof.

THIS SUPPLEMENTAL AGREEMENT shall not be construed to alter, modify, or void the terms, provisions or conditions of the Original Agreement, incorporated herein by reference, except as herein specifically provided.

IN WITNESS WHEREOF, the Parties have caused this Supplemental Agreement to be signed by their duly authorized officers.

ATTEST:

CITY OF JUNCTION CITY, KANSAS

CITY CLERK

MAYOR

(SEAL)

Kansas Department of Transportation
Secretary of Transportation

BY: _____
Burt Morey, P.E. (date)
Deputy Secretary and
State Transportation Engineer

PROJECT NO. KA-5132-01
CONSTRUCTION
CITY OF JUNCTION CITY, KANSAS

AGREEMENT

This Agreement is between the **Secretary of Transportation**, Kansas Department of Transportation (KDOT) (the "Secretary") and the **City of Junction City, Kansas** ("City"), collectively, the "Parties."

RECITALS:

- A. The City has requested and Secretary has authorized a Corridor Management construction project, as further described in this Agreement.
- B. The Secretary and the City are empowered by the laws of Kansas to enter into agreements for the construction and maintenance of city streets utilizing state funds.
- C. Cities are, under certain circumstances, entitled to receive assistance in the financing of the construction and reconstruction of streets and state highways, provided however, in order to be eligible for state aid, such work is required to be done in accordance with the laws of Kansas.

NOW THEREFORE, in consideration of these premises and the mutual covenants set forth herein, the Parties agree to the following terms and provisions.

ARTICLE I

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

- 1. **"Agreement"** means this written document, including all attachments and exhibits, evidencing the legally binding terms and conditions of the agreement between the Parties.
- 2. **"City"** means the City of Junction City, Kansas, with its place of business at 700 N. Jefferson St., Junction City, KS 66441.
- 3. **"Construction"** means the work done on the Project after Letting, consisting of building, altering, repairing, improving or demolishing any structure, building or highway; any drainage, dredging, excavation, grading or similar work upon real property.
- 4. **"Construction Contingency Items"** mean unforeseeable elements of cost within the defined project scope identified after the Construction phase commences.
- 5. **"Construction Engineering"** means inspection services, material testing, engineering consultation and other reengineering activities required during Construction of the Project.

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

17. **"Parties"** means the Secretary of Transportation and KDOT, individually and collectively, and the City.
18. **"Preliminary Engineering"** means pre-construction activities, including but not limited to design work, generally performed by a consulting engineering firm that takes place before Letting.
19. **"Project"** means all phases and aspects of the Construction endeavor to be undertaken by the City, as and when authorized by the Secretary prior to Letting, being: **conversion of the K-18 and Karns Drive intersection to a roundabout in Junction City, Kansas**, and is the subject of this Agreement.
20. **"Project Limits"** means that area of Construction for the Project, including all areas between and within the Right of Way boundaries as shown on the Design Plans.
21. **"Responsible Bidder"** means one who makes an offer to construct the Project in response to a request for bid with the technical capability, financial capacity, human resources, equipment, and performance record required to perform the contractual services. The bidder must be eligible and listed on KDOT's prequalified list.
22. **"Right of Way"** means the real property and interests therein necessary for Construction of the Project, including fee simple title, dedications, permanent and temporary easements, and access rights, as shown on the Design Plans.
23. **"Secretary"** means the Secretary of Transportation of the state of Kansas, and his or her successors and assigns.
24. **"Utilities" or "Utility"** means all privately, publicly or cooperatively owned lines, facilities and systems for producing, transmitting or distributing communications, power, electricity, light, heat, gas, oil, crude products, water, steam, waste, and other similar commodities, including non-transportation fire and police communication systems which directly or indirectly serve the public.

ARTICLE II

SECRETARY RESPONSIBILITIES:

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

2. **Payment of Costs.** The Secretary agrees to reimburse the City for one hundred percent (100%) of the total actual costs of Construction (which includes the costs of all Construction Contingency Items), but not to exceed \$1,250,000.00 for the Project. The Secretary shall not be

responsible for the total actual costs of Preliminary Engineering, Construction Engineering, Right of Way, or Utility adjustments for the Project.

3. **Reimbursement Payments.** The Secretary agrees to make partial payments to the City for amounts not less than \$1,000 and no more frequently than monthly. Such payments will be made after receipt of proper billing and approval by a licensed professional engineer employed by the City that the Project is being constructed within substantial compliance of the Design Plans.

ARTICLE III

CITY RESPONSIBILITIES:

1. **Legal Authority.** The City agrees to adopt all necessary ordinances and/or resolutions and to take such administrative or legal steps as may be required to give full effect to the terms of this Agreement.

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

3. **Letting and Administration by City.** The City shall Let the contract for the Project and shall award the contract to the lowest Responsible Bidder upon concurrence in the award by the Secretary. The City further agrees to administer the construction of the Project in accordance with the Design Plans, and the documents set forth in Article III, paragraph 4 below, and to administer the payments due the Contractor, including the portion of the cost borne by the Secretary.

4. **Conformity with State and Federal Requirements.** The City shall be responsible to design the Project or contract to have the Project designed in conformity with the state and federal design criteria appropriate for the Project in accordance with the current Local Projects LPA Project Development Manual, Bureau of Local Project's (BLP) project memorandums, the current KDOT Design Manual, Geotechnical Bridge Foundation Investigation Guidelines, Bureau of Design's road memorandums, the current version of the KDOT Standard Specifications for State Road and Bridge Construction with Special Provisions, and with any necessary Project Special Provisions required by the Secretary or by the City with the Secretary's concurrence, A Policy on Geometric Design of Highways and Streets of the American Association of State Highway and Transportation Officials Policy, the KDOT Access Management Policy, the KDOT Access Management Construction Project Guidelines, and the latest version, as adopted by the Secretary, of the Manual on Unified Traffic Control Devices (MUTCD), as applicable.

5. **Submission of Design Plans to Secretary.** Upon their completion, the City shall have the Design Plans submitted to the Secretary by a licensed professional engineer attesting to the conformity of the Design Plans with the items in Article III, paragraph 4 above. The Design Plans must be signed and sealed by the licensed professional engineer responsible for preparation of the Design Plans. In addition, geological investigations or studies must be signed and sealed by either a licensed geologist or licensed professional engineer in accordance with K.S.A. 74-7042, who is responsible for the preparation of the geological investigations or studies.

6. **Consultant Contract Language.** The City shall include language requiring conformity with Article III, paragraph 4 above, in all contracts between the City and any Consultant with whom the City has contracted to perform services for the Project. In addition, any contract between the City and any Consultant retained by them to perform any of the services described or referenced in this paragraph for the Project covered by this Agreement must contain language requiring conformity with Article III, paragraph 4 above. In addition, any contract between the City and any Consultant with whom the City has contracted to prepare and certify Design Plans for the Project covered by this Agreement must also contain the following provisions:

(a) **Completion of Design.** Language requiring completion of all plan development stages no later than the current Project schedule's due dates, exclusive of delays beyond the Consultant's control.

(b) **Progress Reports.** Language requiring the Consultant to submit to the City (and to the Secretary upon request) progress reports at monthly or at mutually agreed intervals in conformity with the official Project schedule.

(c) **Third Party Beneficiary.** Language making the Secretary a third party beneficiary in the agreement between the City and the Consultant. Such language shall read:

"Because of the Secretary of Transportation of the State of Kansas' (Secretary's) obligation to administer state funds, federal funds, or both, the Secretary shall be a third party beneficiary to this agreement between the City and the Consultant. This third party beneficiary status is for the limited purpose of seeking payment or reimbursement for damages and costs the Secretary or the City or both incurred or will incur because the Consultant failed to comply with its contract obligations under this Agreement or because of the Consultant's negligent acts, errors, or omissions. Nothing in this provision precludes the City from seeking recovery or settling any dispute with the Consultant as long as such settlement does not restrict the Secretary's right to payment or reimbursement."

7. **Responsibility for Adequacy of Design.** The City shall be responsible for and require any consultant retained by it to be responsible for the adequacy and accuracy of the Design Plans for the Project. Any review of these items performed by the Secretary or Secretary's representatives is not intended to and shall not be construed to be an undertaking of the City's and its Consultant's duty to provide adequate and accurate Design Plans for the Project. Reviews by the Secretary are not done for the benefit of the Consultant, the construction Contractor, the City, any other political subdivision, or the traveling public. The Secretary makes no representation, express or implied warranty to any person or entity concerning the adequacy or accuracy of the Design Plans for the Project, or any other work performed by the Consultant or the City.

8. **Performance Bond.** The City further agrees to require the Contractor to provide a performance bond in a sum not less than the amount of the contract as awarded.

9. **Plan Retention.** The City will maintain a complete set of final Design Plans reproducible, as-built prints, approved shop drawings, and structural materials certification for five

(5) years after the Project's completion. The City further agrees to make such reproducible, prints, drawings, and certifications available for inspection by the Secretary upon request. The City shall provide access to or copies of all the above-mentioned documents to the Secretary.

10. **General Indemnification.** To the extent permitted by law and subject to the maximum liability provisions of the Kansas Tort Claims Acts as applicable, the City will defend, indemnify, hold harmless, and save the Secretary and the Secretary's authorized representatives from any and all costs, liabilities, expenses, suits, judgments, damages to persons or property, or claims of any nature whatsoever arising out of or in connection with the provisions or performance of this Agreement by the City, the City's employees, agents, subcontractors or its consultants. The City shall not be required to defend, indemnify, or hold the Secretary harmless for negligent acts or omissions of the Secretary or Secretary's authorized representatives or employees.

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

12. **Authorization of Signatory.** The City shall authorize a duly appointed representative to sign for the City any or all routine reports as may be required or requested by the Secretary in the completion of the Project.

13. **Right of Way.** The City agrees to the following with regard to Right of Way:

(a) **Right of Way Acquisition.** The City will, in its own name, as provided by law, acquire by purchase, dedication or condemnation all the Right of Way shown on the final Design Plans in accordance with the schedule established by City. The City agrees the necessary Right of Way shall be acquired in compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended by the Surface Transportation and Uniform Relocation Assistance Act of 1987, and administrative regulations contained in 49 C.F.R. Part 24, entitled Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs. The City shall certify to the Secretary, on forms provided by the KDOT's Bureau of Local Projects, such Right of Way has been acquired. The City further agrees it will have recorded in the Office of the Register of Deeds all Right of Way, deeds, dedications, permanent easements and temporary easements.

(b) **Right of Way Documentation.** The City will provide all legal descriptions required for Right of Way acquisition work. Right of way descriptions must be signed and sealed by a licensed land surveyor responsible for the preparation of the Right of Way descriptions. The City further agrees to acquire Right of Way in accordance with the laws and with procedures established by KDOT's Bureau of Right of Way and the Office of Chief Counsel. The City agrees copies of all documents, including recommendations and coordination for appeals, bills, contracts, journal entries, case files, or documentation

requested by the Office of Chief Counsel will be delivered within the time limits set by the Secretary.

(c) Relocation Assistance. The City will contact the Secretary if there will be any displaced person on the Project prior to making the offer for the property. The Parties mutually agree the Secretary will provide relocation assistance for eligible persons as defined in the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended by the Surface Transportation and Uniform Relocation Assistance Act of 1987, and as provided in 49 C.F.R. Part 24, entitled Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs, and in general accordance with K.S.A. 58-3501 to 58-3507, inclusive, and Kansas Administrative Regulations 36-16-1 et seq.

(d) Non-Highway Use of Right of Way. Except as otherwise provided, all Right of Way provided for the Project shall be used solely for public street purposes. Any disposal of or change in the use of Right of Way or in access after Construction of the Project will require prior written approval by the Secretary.

(e) Trails and Sidewalks on Right of Way. With regard to any bike or pedestrian paths or sidewalks ("Trails/Sidewalks") constructed pursuant to the Design Plans, the City agrees as follows:

(i) City Responsible for Repairs and Providing Alternative Accessible Routes. The City agrees that the primary purpose of the KDOT Right of Way is for the construction and maintenance of K-18. In the event that the construction or maintenance of K-18 reasonably requires the Trail/Sidewalk to be damaged or removed, the City shall be responsible for all repairs to the Trail/Sidewalk made necessary as a result of K-18 construction or maintenance. In the event the Trail/Sidewalk is temporarily closed or removed for any reason and for any length of time, the City will be wholly responsible for providing an alternative accessible path and for compliance with all laws and regulations relating to accessibility.

(ii) Interference with KDOT Right of Way. If the Secretary, in his or her sole judgment, determines that continued use of the Trail/Sidewalk is or will interfere with KDOT use of its Right of Way or is otherwise rendered impractical, inconvenient, or unsafe for use by the traveling public, the City will remove the Trail/Sidewalk and restore the KDOT Right of Way location to its original condition prior to the Construction of the Trail/Sidewalk.

(iii) Incorporation of Trail/Sidewalk into Local Transportation System. The City agrees to take all steps necessary to designate the Trail/Sidewalk component of the Project as an integral part of its local transportation system, being primarily for transportation purposes and having only incidental recreational use for purposes of 49 U.S.C. § 303 and 23 C.F.R. 771.135.

(iv) Maintenance. When the Project is completed and final acceptance is issued, the City, at its own cost and expense, will maintain, including snow removal if required by law, the Trail/Sidewalk and make ample provision each year for such

maintenance. If notified by the State Transportation Engineer of any unsatisfactory maintenance condition, the City will begin the necessary repairs within a reasonable period and will prosecute the work continuously until it is satisfactorily completed. Any notification by the State Transportation Engineer, however, is not intended to and shall not be construed to be an undertaking of the City's absolute duty and obligation to maintain the Trail/Sidewalk.

14. **Removal of Encroachments.** The City shall initiate and proceed with diligence to remove or require the removal of all Encroachments either on or above the limits of the Right of Way within its jurisdiction as shown on the final Design Plans for this Project. It is further agreed all such Encroachments will be removed before the Project is advertised for Letting; except the Secretary may permit the Project to be advertised for Letting before such Encroachment is fully removed if the Secretary determines the City and the owner of the Encroachment have fully provided for the physical removal of the Encroachment and such removal will be accomplished within a time sufficiently short to present no hindrance or delay to the Construction of the Project.

15. **Future Encroachments.** Except as provided by state and federal laws, the City agrees it will not in the future permit Encroachments upon the Right of Way of the Project, and specifically will require any gas and fuel dispensing pumps erected, moved, or installed along the Project be placed no less than the distance permitted by the National Fire Code from the Right of Way line.

16. **Utilities.** The City agrees to the following with regard to Utilities:

(a) **Utility Relocation.** The City will move or adjust, or cause to be moved or adjusted, and will be responsible for such removal or adjustment of all existing Utilities necessary to construct the Project in accordance with the final Design Plans. New or existing Utilities to be installed, moved, or adjusted will be located or relocated in accordance with the current version of the KDOT Utility Accommodation Policy (UAP), as amended or supplemented.

(b) **Status of Utilities.** The City shall furnish the Secretary a list identifying existing and known Utilities affected, together with locations and proposed adjustments of the same and designate a representative to be responsible for coordinating the necessary removal or adjustment of Utilities.

(c) **Time of Relocation.** The City will expeditiously take such steps as are necessary to facilitate the early adjustment of any Utilities, initiate the removal or adjustment of the Utilities, and proceed with reasonable diligence to prosecute this work to completion. The City shall certify to the Secretary on forms supplied by the Secretary that all Utilities required to be moved prior to Construction have either been moved or a date provided by the City as to when, prior to the scheduled Letting and Construction, Utilities will be moved. The City shall move or adjust or cause to be moved or adjusted all necessary Utilities within the time specified in the City's certified form except those necessary to be moved or adjusted during Construction and those which would disturb the existing street surface. The City will initiate and proceed to complete adjusting the remaining Utilities not required to be moved during Construction so as not to delay the Contractor in Construction of the Project.

(d) Permitting of Private Utilities. The City shall certify to the Secretary all privately owned Utilities occupying public Right of Way required for the Construction of the Project are permitted at the location by franchise, ordinance, agreement or permit and the instrument shall include a statement as to which party will bear the cost of future adjustments or relocations required as a result of street or highway improvements.

(e) Indemnification. To the extent permitted by law, the City will indemnify, hold harmless, and save the Secretary and the Contractor for damages incurred by the Secretary and Contractor because identified Utilities have not been moved or adjusted timely or accurately.

(f) Cost of Relocation. Except as provided by state and federal laws, the expense of the removal or adjustment of the Utilities located on public Right of Way shall be borne by the owners. The expense of the removal or adjustment of privately owned Utilities located on private Right of Way or easements shall be borne by the City except as provided by state and federal laws.

17. Hazardous Waste. The City agrees to the following with regard to Hazardous Waste:

(a) Removal of Hazardous Waste. The City shall locate and be responsible for remediation and cleanup of any Hazardous Waste discovered within the Project Limits. The City shall take appropriate action to cleanup and remediate any identified Hazardous Waste prior to Letting. The City will also investigate all Hazardous Waste discovered during Construction and shall take appropriate action to cleanup and remediate Hazardous Waste. The standards to establish cleanup and remediation of Hazardous Waste include, but are not limited to, federal programs administered by the Environmental Protection Agency, State of Kansas environmental laws and regulations, and local government standards where the Hazardous Waste is located.

(b) Responsibility for Hazardous Waste Remediation Costs. The City shall be responsible for all damages, fines or penalties, expenses, fees, claims and costs incurred from remediation and cleanup of any Hazardous Waste within the Project Limits which is discovered prior to Letting or during Construction.

(c) Hazardous Waste Indemnification. The City shall hold harmless, defend, and indemnify the Secretary, the Secretary's agents and employees from all claims, including contract claims and associated expenses, and from all fines, penalties, fees or costs imposed under state or federal laws arising out of or related to any act of omission by the City in undertaking cleanup or remediation for any Hazardous Waste.

(d) No Waiver. By signing this Agreement the City has not repudiated, abandoned, surrendered, waived or forfeited its right to bring any action, seek indemnification or seek any other form of recovery or remedy against any third party responsible for any Hazardous Waste on any Right of Way within the Project limits. The City reserves the right to bring any action against any third party for any Hazardous Waste on any Right of Way within the Project limits.

18. **Inspections.** The City is responsible to provide Construction Engineering for the Project in accordance with the documents identified in Article III, paragraph 4 above.

(a) **By City Personnel.** City personnel who are fully qualified to perform the inspection services in a competent and professional manner may be utilized by the City to inspect the Project, in which case the City shall provide the Secretary with a list of such personnel who will act as the assigned inspectors and their certifications.

(b) **By a Consultant.** If the City does not have sufficient qualified engineering employees to accomplish the Construction Engineering on this Project, it may engage the professional services of a qualified consulting engineering firm to do the necessary services. However, any Consultant retained must represent it is in good standing and full compliance with the statutes of the State of Kansas for registration of professional engineers, the FHWA, and all Federal agencies, provide personnel who are fully qualified to perform the services in a competent and professional manner, and provide the Secretary with a list of assigned inspectors and their certifications.

(c) **Protective Clothing.** The City will require at a minimum all City personnel and all Consultant personnel performing Construction Engineering comply with the high visibility apparel requirements of the *KDOT Safety Manual*, Chapter 4, Section 8 Fluorescent Vests. If the City executes an agreement for Construction Engineering, the agreement shall contain this requirement as a minimum. The City may set additional clothing requirements for adequate visibility of personnel.

19. **Corrective Work.** Representatives of the Secretary may make periodic inspections of the Project and the records of the City as may be deemed necessary or desirable. The City will direct or cause its contractor to accomplish any corrective action or work required by the Secretary's representative as needed for a determination of state participation. The Secretary does not undertake (for the benefit of the City, the Contractor, the Consultant, or any third party) the duty to perform day-to-day detailed inspection of the Project or to catch the Contractor's errors, omissions or deviations from the final Design Plans.

20. **Traffic Control.** The City agrees to the following with regard to traffic control for the Project:

(a) **Temporary Traffic Control.** The City shall provide a temporary traffic control plan within the Design Plans, which includes the City's plan for handling multi-modal traffic during Construction, including detour routes and road closings, if necessary, and installation of alternate or temporary pedestrian accessible paths to pedestrian facilities in the public Right of Way within the Project Limits. The City's temporary traffic control plan must be in conformity with the latest version of the *Manual on Uniform Traffic Control Devices* (MUTCD), as adopted by the Secretary, and be in compliance with the American Disabilities Act of 1990 (ADA) and its implementing regulations at 28 C.F.R. Part 35, and FHWA rules, regulations, and guidance pertaining to the same. The Secretary or the Secretary's authorized representative may act as the City's agent with full authority to determine the dates when any road closings will commence and terminate. The Secretary or the Secretary's authorized representative shall notify the City of the determinations made pursuant to this section.

(b) Permanent Traffic Control. The location, form and character of informational, regulatory and warning signs, of traffic signals and of curb and pavement or other markings installed or placed by any public authority, or other agency as authorized by K.S.A. 8-2005, must conform to the manual and specifications adopted under K.S.A. 8 2003, and any amendments thereto are incorporated by reference.

(c) Parking Control. The City will control parking of vehicles on the City streets throughout the length of the Project covered by this Agreement. On street parking will be permitted until such time as parking interferes with the orderly flow of traffic along the street.

(d) Traffic Movements. The arterial characteristics inherent in the Project require uniformity in information and regulations to the end that traffic may be safely and expeditiously served. The City shall adopt and enforce rules and regulations governing traffic movements as may be deemed necessary or desirable by the Secretary.

21. Access Control. The City will maintain the control of access rights and prohibit the construction or use of any entrances or access points along the Project within the City other than those shown on the final Design Plans and in accordance with the KDOT Access Management Policy, unless prior approval is obtained from the Secretary.

22. Financial Obligation. The City will be responsible for one hundred percent (100%) of the total actual costs of Construction (which includes the costs of all Construction Contingency Items) that exceed \$1,250,000.00 for the Project. Further, the City agrees to be responsible for one hundred percent (100%) of the total actual costs of Preliminary Engineering, Construction Engineering, Right of Way, and Utility adjustments for the Project. The City shall also pay for any Non-Participating Costs incurred for the Project.

23. Prior Costs Incurred. The City shall be responsible for one hundred percent (100%) of any Project costs incurred by the City for the Project prior to the funding for the Project being authorized, obligated, and approved by the Secretary.

24. Audit. The City will participate and cooperate with the Secretary in an annual audit of the Project. The City shall make its records and books available to representatives of the Secretary for audit for a period of five (5) years after date of final payment under this Agreement. If any such audits reveal payments have been made with state funds by the City for items considered Non-Participating Costs, the City shall promptly reimburse the Secretary for such items upon notification by the Secretary.

25. Accounting. Upon request by the Secretary and in order to enable the Secretary to report all costs of the Project to the legislature, the City shall provide the Secretary an accounting of all actual Non-Participating Costs which are paid directly by the City to any party outside of the Secretary and all costs incurred by the City not to be reimbursed by the Secretary for Preliminary Engineering, Right of Way, Utility adjustments, Construction, and Construction Engineering work phases, or any other major expense associated with the Project.

26. **Cancellation by City.** If the City cancels the Project, it will reimburse the Secretary for any costs incurred by the Secretary prior to the cancellation of the Project. The City agrees to reimburse the Secretary within thirty (30) days after receipt by the City of the Secretary's statement of the cost incurred by the Secretary prior to the cancellation of the Project.

ARTICLE IV

GENERAL PROVISIONS:

1. **Incorporation of Documents.** The final Design Plans, special provisions, Construction Contract Proposal (as available), the Project Procedures Manuals, the agreement estimate for Construction Engineering services (if applicable) and other Special Attachments (Index provides List of Special Attachments) are all essential documents of this Agreement and are hereby incorporated by reference and made a part of this Agreement.
2. **Compliance with Federal and State Laws.** The City agrees to comply with all appropriate state and federal laws and regulations applicable to the Project.
3. **Civil Rights Act.** The Special Attachment No. 1, Rev. 09.20.17, pertaining to the implementation of the Civil Rights Act of 1964, is attached and made a part of this Agreement.
4. **Contractual Provisions.** The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 06-12), which is attached hereto, are hereby incorporated in this contract and made a part hereof.
5. **Headings.** All headings in this Agreement have been included for convenience of reference only and are not to be deemed to control or affect the meaning or construction or the provisions herein.
6. **Binding Agreement.** This Agreement and all contracts entered into under the provisions of this Agreement shall be binding upon the Secretary and the City and their successors in office.
7. **No Third Party Beneficiaries.** No third party beneficiaries are intended to be created by this Agreement and nothing in this Agreement authorizes third parties to maintain a suit for damages pursuant to the terms or provisions of this Agreement.

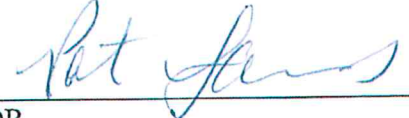
The signature page immediately follows this paragraph.

IN WITNESS WHEREOF the Parties have caused this Agreement to be signed by their duly authorized officers as of the Effective Date.

ATTEST:

THE CITY OF JUNCTION CITY, KANSAS

 11.6.18
CITY CLERK (Date)


MAYOR

(SEAL)



Kansas Department of Transportation
Secretary of Transportation

BY:  11/30/18
Catherine M. Patrick, P.E. (Date)
State Transportation Engineer



CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

"The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 06-12), which is attached hereto, are hereby incorporated in this contract and made a part thereof."

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the _____ day of _____, 20____.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges-hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

Contractor agrees to comply with all applicable state and federal anti-discrimination laws.

The provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting State agency cumulatively total \$5,000 or less during the fiscal year of such agency.
6. **Acceptance Of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority To Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility For Taxes:** The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.
11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.
12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."
13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.

KANSAS DEPARTMENT OF TRANSPORTATION

Special Attachment
To Contracts or Agreements Entered Into
By the Secretary of Transportation of the State of Kansas

PREAMBLE

The Secretary of Transportation for the State of Kansas, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. § 2000d to 2000d-4) and other nondiscrimination requirements and the Regulations, hereby notifies all contracting parties that it will affirmatively ensure that this contract will be implemented without discrimination on the grounds of race, color, national origin, sex, age, disability, income-level or Limited English Proficiency ("LEP").

CLARIFICATION

Where the term "contractor" appears in the following "Nondiscrimination Clauses", the term "contractor" is understood to include all parties to contracts or agreements with the Secretary of Transportation, Kansas Department of Transportation. This Special Attachment shall govern should this Special Attachment conflict with provisions of the Document to which it is attached.

ASSURANCE APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in its Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration (FHWA), the Federal Transit Administration ("FTA") or the Federal Aviation Administration ("FAA") as they may be amended from time to time which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontractors, Including Procurements of Material and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA, Federal Transit Administration ("FTA"), or Federal Aviation Administration ("FAA") to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or, the FHWA, FTA, or FAA as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA, FTA, or FAA may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of the paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any

subcontract or procurement as the Recipient or the FHWA, FTA, or FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

ASSURANCE APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- The Federal Aid Highway Act of 1973 (23 U.S.C. § 324 et. seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et. seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et. seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL No. 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with LEP, and resulting agency guidance, national origin discrimination includes discrimination because of LEP. To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681)

Item Attachment Documents:

- j. Consideration of the request to proceed with the implementation of the Dataguard proposal from Thinkgard for computer system backups.

City of Junction City

City Commission

Agenda Memo

18 February 2020

From: **Jim Germann, Information Technology Director**
To: **Allen Dinkel, City Manager**
Subject: **Approval to proceed with the implementation of the Datagard proposal from Thinkgard for computer system backups.**

Objective: To request approval to proceed with the implementation of the Datagard proposal from Thinkgard for computer system backups.

Explanation of Issue: The Information Technology is requesting to proceed with the implementation of the Datagard proposal from Thinkgard for computer system backups.

The city currently uses a Unitrends solution for backing up our computer systems data. The current solution is due for renewal in March of this year. The IT Department started researching a managed backup solution in November of 2019. The intent of the search was threefold. We were looking to secure a managed backup solution that was capable of providing both onsite and cloud based storage of our backups. Secondly, as a part of our disaster recovery plan, we were also looking for a solution that provided the capability to run our critical systems off site in the event of an emergency where both of our data centers were out of commission. Thirdly, we were looking for a provider that had the capability of monitoring the daily backups for issues and testing the backups for viability in the event they were needed to rebuild our current servers.

The IT Department reviewed six proposed solutions for cost effectiveness and reliability for our current system configuration. After consideration, we are recommending that we utilize the Datagard proposal from Thinkgard at cost of \$3,391.50 per month or an annual cost of \$40,698.00.

Budget Impact: The IT Department included the costs associated with a new backup solution as a part of the 2020 budget, which was approved by the city commission last year.

Alternatives:

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

Recommendation: Staff recommends a motion to approve this project as presented.

Enclosures: Thinkgard Datagard Proposal



We have prepared a quote for you

Datagard Proposal

Quote # NG000452
Version 1

Prepared for:

City of Junction City, KS

Jim Germann
jim.germann@jcks.com

Tuesday, January 14, 2020

City of Junction City, KS
Jim Germann
700 N Jefferson
Junction City, KS 66441
jim.germann@jcks.com

Dear Jim ,

Thank you for the opportunity to propose your organization with the following backup & disaster recovery solution.

In order to provide the most robust disaster recovery solution possible, we provide a Hybrid Cloud system which consists of a local backup appliance that replicates to two offsite bi-coastal locations. We also employ image-based backups that allow us to recover the entire server (operating system, settings, files) as opposed to traditional file based backups. Using this method we can avoid costly downtime and quickly recover the entire server either locally or in the ThinkGard Cloud, depending on the type of disaster encountered. What makes our solution unique is that we also include turn-key management of the backup device, the backups on the server(s) and an offsite sync for you. We also proactively build all of the associated documentation to go along with the backup solution to make it a true Disaster Recovery/Business Continuity Program.

ThinkGard's unique approach includes providing assistance and support during disaster situations (file recovery, server recovery, local disaster, etc.) without additional charges which makes the cost of your solution predictable.

What makes us stand out? Technology Risk Management is all we do. Instead of taking over your IT services and infrastructure, we become the part of your team that is solely dedicated to the backup function. We believe that by not offering other types of products and services, we can be sure our technicians won't get easily distracted from competing priorities that could keep them from the laser focus that DR/BC requires to be effective within an organization. ThinkGard provides you with Total Data Security and as an added bonus.... we'll help you sleep at night.

This Proposal Expires in 90 days from the date above.

Nolan Griffin
Business Development
ThinkGard LLC

Executive Summary

Who we are

The purpose of this document is to help familiarize you and your company with ThinkGard and to provide you with background information on us, specifics about our solution and how we compare to other Disaster Recovery / Business Continuity offerings. The most important thing to note about ThinkGard is that we are the only fully-managed, turn-key Disaster Recovery/Business Continuity specialists in the southeast. If downtime and/or data loss are unacceptable to your organization, we are what you have been looking for.

Experience

The founders of ThinkGard, Paul Franks and Kevin Fuller, have a passion for Disaster Recovery and Business Continuity (DR/BC) that led them to sell their very successful full-service multi-million dollar Managed Services company of 10 years, US Teks in 2013 to focus 100% on DR/BC. The portfolio of full managed services (Including Disaster Recovery) consisted of over 50 clients with over 100 locations supported. Our flat rate monthly billing strategy allowed us to easily scale the business over time to maintain a very high uptime and client satisfaction levels. Before founding US Teks, Paul was responsible for the Disaster Recovery Planning and Testing for Vulcan Materials. Kevin was also responsible for DR/BC for the Birmingham and Atlanta offices of another publicly traded company. Establishing ThinkGard has allowed us to take the processes, procedures and methodologies of large publicly traded companies and bring it to organizations that would otherwise never have access to that level of sophistication.

References

ThinkGard is proud to say we have a 100 percent client retention/satisfaction rate. We will provide references upon request.

DataGard

Description	Recurring	Price	Qty	Ext. Recurring	Ext. Price
S4-E24 24TB Enterprise Appliance - CPU: 2x Xeon - RAM: 64GB - Array: RAID 6 - NICs: 2x10GbE OS - Drive: 240GB SSD - Transfer Drive: 1x1TB - Chassis: 2U Cost of the hardware has been rolled into the monthly fee. At the end of the 3 year agreement the City of Junction City will own the appliance.	\$250.00	\$0.00	1	\$250.00	\$0.00
DataGard TBR - E24 Enterprise DataGard - 24TB Monthly Services Services Included in Monthly Rate * 1 Year Time Based Retention (TBR) * Local Backups - (1 hour – 24 hours) * Backup replication - 2 bicoastal sites * Support to keep backups running * Assist in file and server recovery * On Call Troubling Shooting Service * Full technical DR documentation * Annual cloud test * 30 days of off-site virtualization after which a fee of \$200.00 per 24 hours will apply.	\$3,141.50	\$0.00	1	\$3,141.50	\$0.00
Implementation Services - Enterprise Implementation Services - Enterprise (normally \$999 per device) Implementation Services, typically \$999 per device - Since City of Junction City has the potential to be ThinkGard's first customer in Kansas we have waived this fee. (\$999 in savings)	\$0.00	\$0.00	1	\$0.00	\$0.00

Monthly Subtotal: \$3,391.50

Subtotal: \$0.00

Datagard Proposal

Prepared by:

ThinkGard LLC
Nolan Griffin
(205) 564-2734
nolan@thinkgard.com

Prepared for:

City of Junction City, KS
700 N Jefferson
Junction City, KS 66441
Jim Germann
(785) 210-2950
jim.germann@jcks.com

Quote Information:

Quote #: NG000452
Version:
Delivery Date:
Expiration Date:

Quote Summary

Description	Amount	
DataGard	\$0.00	
Total:		\$0.00

Monthly Expenses Summary

Description	Amount	
DataGard	\$3,391.50	
Monthly Total:		\$3,391.50

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors. See Terms and Conditions Section. (.pdf file attached to electronic orders)

ThinkGard LLC

City of Junction City, KS

Signature: _____

Name: Nolan Griffin

Title: Business Development

Date: 01/14/2020

Signature: _____

Name: Jim Germann

Date: _____

Credit Card Authorization

Choose your option below:

☐ Recurring Billing

I understand my credit card will be billed monthly in advance for services rendered and so I authorize said billing as well as additional usage charges as they occur. I understand that charges declined by the credit card issuer will constitute grounds for cancellation of service and that all monthly charges and usage charges incurred will be subject to collection procedures. This authorization will continue until revoked in writing.

☐ Single Billing

I authorize my credit card to be billed for a one-time charge or in lieu of a deposit. No additional billings are authorized unless I fail to pay for future services in which case the outstanding balance may be billed to the credit card account listed below. I understand that charges declined by the credit card issuer will constitute grounds for cancellation of service and that all monthly charges and usage charges incurred will be subject to collection procedures. This authorization will continue until revoked in writing.

Credit Card Type: Visa ☐ MasterCard ☐ Discover ☐ American Express ☐

Last Four of CC Number: _____ Expiration Date: _____

Print Name of Card Holder: _____

Address: _____

City: _____

State: _____ Zip: _____

Contact Phone: _____

Products or Services: _____

Signature of Credit Card Holder: _____ Date: _____

I certify that I am an authorized user of this credit card and that I will not dispute the payment with my card company; so long as the transaction corresponds to the terms of the service agreement.

ACH Authorization

ACH applies a **3% discount** to your monthly recurring charges!

Choose your option below

☐ **Recurring Billing**

In consideration of the goods, products and/or services provided to me by _____, as listed below. I hereby authorize _____ to initiate a debit entry to my checking account indicated below at the depository financial institution named below, hereinafter called Client Bank, and to debit the same to such account for the amount listed below. This authorization will continue until revoked in writing.

☐ **Single Billing**

In consideration of the goods, products and/or services provided to me by _____, as listed below, I hereby authorize _____ to initiate a debit entry to my checking account indicated below at the depository financial institution named below, hereinafter called Client Bank, and to debit the same to such account for the amount listed below. This authorization will continue until revoked in writing.

Name: _____

Client Bank Name: _____

Address: _____

Account Holder Name: _____

City/ State / Zip _____

Last 4 Digits of Account #: _____

Phone: _____

Bank Routing Number: _____

I hereby assert that I am either the rightful and legal owner or I am a duly authorized signer on the account with the power to authorize these transactions

Billing Conditions: _____ (as per defined agreement terms)

Print Name: _____

Signature: _____ Date: _____

By signing this agreement, I hereby authorize to electronically debit the checking or savings account indicated above for payments due under this agreement. I understand the effective date of these electronic debits to my account will be the business day on which the payment is due or scheduled per this agreement. I understand that if the debit is returned unpaid due to insufficient funds or my banks electronic draft restrictions, I may be charged a \$25.00 NSF Penalty for the returned item.

Terms & Conditions

BACKUP AND DISASTER RECOVERY AGREEMENT TERMS

Term. This Agreement between Client and THINKGARD is effective upon the date signed by the Client, shall remain in force for a period of 3 year(s), and be reviewed yearly to address any necessary adjustments or modifications. Should adjustments or modifications be required that affect the monthly fees paid for the services rendered under this Agreement, said fee adjustment will be negotiated and agreed-to between the Client and THINKGARD in writing. Absent such a written adjustment, the Agreement automatically renews for a subsequent one-year term beginning on the day immediately following the end of the Initial Term unless either party gives the other thirty (30) day's prior written notice of its intent not to renew this Agreement. This Agreement cannot be automatically renewed more than five (5) times.

- a. This Agreement may be terminated by the Client upon ninety (90) day's written notice if THINKGARD:
 - A. Fails to substantially complete or satisfy its obligations under this Agreement and does not cure any identified failure within ninety (90) days of receipt of written notice of said failure from the Client;
 - B. Breaches any material term or condition of this Agreement and fails to remedy such breach within ninety (90) days of receipt of written notice of such a breach from the Client;
 - C. Terminates or suspends its business operations, unless it is succeeded by a permitted assignee under this Agreement.
 - b. If either party terminates this Agreement, THINKGARD will assist Client in the orderly termination of services, including timely transfer of the services to another designated provider. Client agrees to pay THINKGARD the actual costs of rendering such assistance. Actual costs could include but are not limited to: Training, data transfer, license transfers or equipment de-installation. If Client terminates this Agreement without cause, Client agrees to pay THINKGARD a termination fee equal to seventy five percent (75%) of remaining Agreement value.
 - c. Client agrees to allow THINKGARD to assign, delegate, subcontract services to third party competent contractors approved by THINKGARD.
1. **Services Provided** An on-site Network Attached Storage (NAS) unit that acts as a local storage device and stand-by server in the event of server and/or workstation failure. **(a)** Incremental backups done on the NAS as frequently as once an hour by default. **(b)** Secure Remote (Off-site) Storage provided at two (2) secure data centers. **(c)** Day-to-day data restoration of files, file folders, emails or email stores, SQL databases, and SharePoint. **(c)** Full data recovery from secure data centers with the most recent information stored offsite - in the event of total catastrophe, where the on-site server and NAS are lost. **(d)** Full management, monitoring, and testing of the NAS and remote storage.
 2. **Security** All data is fully encrypted during transmits off-site and while stored off-site. All data is stored off-site, in encrypted form, on multiple servers in two (2) highly secure data center facilities. **(a)** Each file is encrypted using 256-bit AES and SSL key-based encryption technology. 256-bit AES encrypted data cannot be read without the corresponding keys – a feature designed to prohibit the misuse of the encrypted data. **(b)** The on-site NAS unit communicates with off-site remote servers using SSL (Secure Socket Layers) technology. As a result, the online backup of data is encrypted twice. It is encrypted at all times using the 256-bit AES encryption, and it is encrypted again while it's being sent over the Internet. **(c)** Data stored off-site remains encrypted at all times.
 3. **Data Deduplication and Compression** Data deduplication and compression occurs prior to data storage and transmit using state-of-the-art technology. This ensures that backups are completed in a shorter timeframe, less storage space is used on the on-site NAS and at the off-site data centers, and needed bandwidth to transfer data off-site remains manageable.
 4. **Backup Frequency** Servers can be backed up as frequently as once an hour by default. Retention policies can be customized to create as many archived versions of data and full recovery points as needed. Off-site backup frequency is continuous by default, and may be customized to meet Internet bandwidth limitations. Off-site backup frequency is ultimately dependent upon total data size, data changes, and available Internet bandwidth.

Terms & Conditions

5. **Smart Data Transport** Data transmission can be configured to minimize Internet bandwidth consumption. The on-site NAS and propriety off-site data transfer system leverages advanced bandwidth throttling to schedule Internet bandwidth used depending on the time of day, customized for each day of the week. This allows bandwidth to be limited during business hours to maintain network functionality and maximize bandwidth during off-peak hours to efficiently transfer data off-site.
6. **Remote Storage provided at two high availability Data Centers in Pennsylvania and Utah** Highly redundant storage in multiple redundant cluster nodes at two (2) redundant bi-coastal data centers. **(a)** Connectivity provided by multiple providers with automatic failover capabilities. **(b)** Facilities power is supplemented with both battery backup and diesel generation capabilities. **(c)** Full physical security at each facility including global biometric authentication access methodology to track all authenticated data center personnel and prohibit the entry of any unauthorized persons. **(e)** Fire suppression and environmental control provided.
7. **Remote Storage and Base Remote Backup Image Creation** **(a)** Your data is stored (in encrypted form) in two (2) secure off-site data centers, located in Pennsylvania and Utah. **(b)** The initial backup will be sent via a SATA II drive to the primary remote storage facility. There is an approximate two-week turnaround time to seed the initial backup off-site. Incremental backups will occur during the off-site seeding process and will collapse into the main backup once the off-site transfer is complete.
8. **Recovery Time Objective (RTO)** THINKGARD will log all retrieval activities from the Client. **(a)** THINKGARD will attempt to resolve access, backup, or retrieval problems over the phone on first call within 24-hours of the first request. THINKGARD will restore a file, file folder, email or an entire mailbox, as needed, upon Client's call to the THINKGARD help desk **(b)** In a disaster, where Client loses its entire office, THINKGARD will have a new NAS imaged, with the most current backup information (usually, the previous day's data). The new NAS will be shipped out via next-business day air transportation to a location of your choice. When the NAS arrives, it will be ready for use as a virtual server. **(c)** The NAS can also be used to perform a bare metal restore to dissimilar hardware, which means that when a new server arrives, the NAS can be used to restore the most current data to the new server(s) and/or workstation(s), regardless of hardware.
9. **Off-Site Virtualization** In a disaster where Client loses its physical servers and NAS, servers and/or workstations may be virtualized off-site. **(a)** Servers can be virtualized in both off-site data centers. **(b)** Public IP and/or VPN access will be given to connect to remote virtual machines. Virtual machines can also be accessed using VNC and/or RDP.
10. **Ownership of the Data** The backup data being stored on the NAS and at the Data Center remains the sole property of the Client. If the Client chooses to terminate services, THINKGARD will assist Client in the orderly termination of services. This could involve copying the backup image to an external drive, which can be synchronized with the data on the NAS. The Client agrees to pay THINKGARD the actual costs of rendering such assistance.
11. **Catastrophe Service** In the event of a catastrophe, fees for the "Disaster Recovery Service" are covered in monthly Agreement
12. **Interference** The Client shall not, directly or indirectly, during the term of this Agreement and for twelve (12) months following its termination, induce or influence any employee of THINKGARD or any other person or entity to terminate their relationship with THINKGARD.
13. **Warranty** THINKGARD warrants that THINKGARD's work will be performed in accordance with reasonable and customary practices prevailing at the time for its business. **(a)** As long as the monthly fees are current, the NAS unit shall be fully warranted and no additional charges will be incurred for hardware failure. Firmware and software updates are also included **(please note, however, that the NAS units cannot be modified in any way or the hardware warranty(ies) and THINKGARD's warranties under this Agreement, shall be voided. This includes adding software applications to the NAS itself, adding memory and/or hard drives, etc.)** **(c)** NAS replacement parts will be shipped next business day air transportation and prepaid by THINKGARD.

Terms & Conditions

14. **Confidentiality** Each party shall treat the information received from the other party that is designated as confidential ("Confidential Information") as a trade secret and strictly confidential. THINKGARD designates the Deliverables and all information relating to the Deliverables as confidential. Both parties shall: (i) restrict disclosure of Confidential Information to employees and agents solely on a "need to know" basis; (ii) advise employees and agents of their confidentiality obligations; (iii) use commercially reasonable means to comply with the confidentiality obligations of this Agreement; and (iv) notify the other of any unauthorized possession or use of that party's Confidential Information as soon as practicable after receiving notice of same. Notwithstanding the foregoing, neither party shall be obligated to preserve the confidentiality of any information which: (i) was previously known; (ii) is a matter of public knowledge; (iii) was or is independently developed; (iv) is released for disclosure with written consent; or (v) is received from a third party to whom the information was disclosed without restriction.
15. **Equipment and Facilities** Client agrees that THINKGARD may utilize certain items of Their equipment and may gain access to certain parts of The Client's facilities. Facility access may be denied for any reason at any time, however if access to facilities is denied, The Client understands that THINKGARD may be unable to perform their duties adequately and if such a situation should exist, THINKGARD will be held harmless.
16. **Passwords** THINKGARD acknowledges that it must have remote access to the backup appliance to perform their duties under this Agreement. **Backup data will always be encrypted and not accessible to anyone who does not have the password. If the encryption password is lost, the backup data will be inaccessible.**
17. **No Third Party Beneficiary** Client shall not subcontract, assign, subrogate or transfer any interest, obligation or right under this Agreement without prior written consent from ThinkGard, and any such attempt shall be null and void. Except that a board of a governing authority cannot bind their successors in office to contracts beyond their term of office and extension beyond its term is voidable by the successor Board.
18. **Dispute Resolution** This Agreement shall be governed by the state and Federal laws applicable to the State of Alabama, U.S.A.
19. **Force Majeure & Malicious Acts** THINKGARD shall not be liable for any loss, damage or failure due to causes beyond its control, including strikes, riots, earthquakes, epidemics, wars, fires, floods, weather, power failure, telecommunications and/or internet interruptions, the failure or closure of a financial institution, computer malfunctions, acts of God or any other failure, interruption or error not directly caused, or reasonably anticipated, by THINKGARD.
20. **Taxes.** Client shall be solely responsible for any taxes or similar charges arising out of this Agreement, including all applicable Federal, State or local sales taxes, customs, duties, use taxes, value-added taxes, excise charges or brokerage fees. Client shall also be solely responsible for assessing and remitting payment for any such items to the appropriate authorities.
21. **Warranty of Representative Capacity** The Client warrants that its undersigned representative has the authority and capacity to bind Client to the terms and conditions of this Agreement and understands that THINKGARD has reasonably relied upon such warranty and promises as an inducement to enter into this Agreement.
22. **Severability** If a court or quasi-judicial body subsequently determines that one or more of the provisions of this Agreement is unlawful, then the provisions deemed unlawful, and only those provisions, shall be rendered void and shall be considered severed from the other terms and conditions of this Agreement.
23. **Additional Documents** The Parties agree to cooperate to the extent possible and execute any and all supplementary documents and to take all additional actions which may become necessary or appropriate to give full force and effect to the basic terms and intent of this Agreement.

Terms & Conditions

24. **Remedy Upon Client's Payment Default:** Client agrees that in the event it defaults on its payment obligations under this Agreement, THINKGARD shall: a) To the extent provided by law have the right to pursue any and all available legal remedies to collect said sums, including through the immediate filing of an action in a court of law Alabama and/or the federal jurisdiction which includes said County of Shelby.
25. **Understanding** The undersigned have read and understood each and every provision of this Agreement and agree that, at a minimum, prior to executing this Agreement, they were each given sufficient time and the opportunity to present the Agreement to an attorney for clarification of the meaning and function of each and every provision.
26. **Integrated Agreement** This Agreement embodies the entire understanding of the Parties and all of the terms and conditions with respect to the matters discussed in this Agreement and that the terms are contractual and are not mere recitals. The Parties agree this Agreement supersedes and annuls any and all other or former Agreements, contracts, promises or representations, whether written or oral, expressed or implied, and it may not be altered, superseded or otherwise modified except in a writing signed by the party to be charged.
27. **Immigration** By signing this contract, the contracting parties affirm, for the duration of the Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama.
28. **Terms** By signing Client agrees to pricing and services terms indicated on proposal pricing pages.

Item Attachment Documents:

- k. Consideration of the request to proceed with the implementation of the Cloud Services proposal from Thinkgard for backups of the City's Office 365 software.

City of Junction City

City Commission

Agenda Memo

18 February 2020

From: [Jim Germann, Information Technology Director](#)
To: [Allen Dinkel, City Manager](#)
Subject: **Approval to proceed with the implementation of the cloud services proposal from ThinkGard for the city's Office 365 software.**

Objective: To request approval to proceed with the implementation of the cloud services proposal from ThinkGard for backups of the city's Office 365 software.

Explanation of Issue: The Information Technology is requesting to proceed with the cloud services proposal from ThinkGard for backups of the city's Office 365 software.

The city currently uses Office 365 for email communications, teams, and other Office software. Our current backup solution does not capture the information contained in our Office 365 cloud services and we are relying on Microsoft to maintain backups of our information. As a part of our review of the city's backup solution, we addressed the need to backup and possibly restoration of our Office 365 solution.

The IT Department reviewed six proposed solutions for cost effectiveness and reliability for our current system configuration. After consideration, we are recommending that we utilize the Cloud Services proposal from ThinkGard at cost of \$695.25 per month or an annual cost of \$8,343.00.

Budget Impact: The IT Department included the costs associated with this cloud backup solution as a part of the 2020 budget, which was approved by the city commission last year.

Alternatives:

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

Recommendation: Staff recommends a motion to approve this project as presented.

Enclosures: ThinkGard Cloud Solutions Proposal



We have prepared a quote for you

Cloud Services

Quote # NG000490
Version 1

Prepared for:

City of Junction City, KS

Jim Germann
jim.germann@jcks.com

Tuesday, January 14, 2020

City of Junction City, KS
Jim Germann
700 N Jefferson
Junction City, KS 66441
jim.germann@jcks.com

Dear Jim ,

Thank you for the opportunity to propose your organization with the following backup & disaster recovery solution.

In order to provide the most robust disaster recovery solution possible, we provide a Hybrid Cloud system which consists of a local backup appliance that replicates to two offsite bi-coastal locations. We also employ image-based backups that allow us to recover the entire server (operating system, settings, files) as opposed to traditional file based backups. Using this method we can avoid costly downtime and quickly recover the entire server either locally or in the ThinkGard Cloud, depending on the type of disaster encountered. What makes our solution unique is that we also include turn-key management of the backup device, the backups on the server(s) and an offsite sync for you. We also proactively build all of the associated documentation to go along with the backup solution to make it a true Disaster Recovery/Business Continuity Program.

ThinkGard's unique approach includes providing assistance and support during disaster situations (file recovery, server recovery, local disaster, etc.) without additional charges which makes the cost of your solution predictable.

What makes us stand out? Technology Risk Management is all we do. Instead of taking over your IT services and infrastructure, we become the part of your team that is solely dedicated to the backup function. We believe that by not offering other types of products and services, we can be sure our technicians won't get easily distracted from competing priorities that could keep them from the laser focus that DR/BC requires to be effective within an organization. ThinkGard provides you with Total Data Security and as an added bonus.... we'll help you sleep at night.

Nolan Griffin
Business Development
ThinkGard LLC

Executive Summary

Who we are

The purpose of this document is to help familiarize you and your company with ThinkGard and to provide you with background information on us, specifics about our solution and how we compare to other Disaster Recovery / Business Continuity offerings. The most important thing to note about ThinkGard is that we are the only fully-managed, turn-key Disaster Recovery/Business Continuity specialists in the southeast. If downtime and/or data loss are unacceptable to your organization, we are what you have been looking for.

Experience

The founders of ThinkGard, Paul Franks and Kevin Fuller, have a passion for Disaster Recovery and Business Continuity (DR/BC) that led them to sell their very successful full-service multi-million dollar Managed Services company of 10 years, US Tek, in 2013 to focus 100% on DR/BC. The portfolio of full managed services (Including Disaster Recovery) consisted of over 50 clients with over 100 locations supported. Our flat rate monthly billing strategy allowed us to easily scale the business over time to maintain a very high uptime and client satisfaction levels. Before founding US Tek, Paul was responsible for the Disaster Recovery Planning and Testing for Vulcan Materials. Kevin was also responsible for DR/BC for the Birmingham and Atlanta offices of another publicly traded company. Establishing ThinkGard has allowed us to take the processes, procedures and methodologies of large publicly traded companies and bring it to organizations that would otherwise never have access to that level of sophistication.

References

Available upon request

Predictable Monthly Payments :

ThinkGard emails clients their invoices for services the 1st day of every month. Invoices have net 15 terms.

Backupify

Description	Recurring	Price	Qty	Ext. Recurring	Ext. Price
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Key Product Features

- 3X daily backups of all app environment elements with the option to perform additional backups at any time.
- Unlimited storage space within the cloud at no additional cost.
- Tech Support
- Notification at a glance within the mail dashboard reports all backup information.
- Detailed Activity log with all administrator and user action records.
- One-click restore process

SAAS Protection for Office 365

1. OneDrive
2. Contacts
3. Calendar
4. Mail
5. SharePoint

Backupify - Office365	Backupify - Office365 Cloud DR	\$695.25	\$0.00	1	\$695.25	\$0.00
	Backupify - Office365 Cloud DR for 225 mailboxes.					

Monthly Subtotal: \$695.25

Subtotal: \$0.00

Cloud Services

Prepared by:

ThinkGard LLC
Nolan Griffin
(205) 564-2734
nolan@thinkgard.com

Prepared for:

City of Junction City, KS
700 N Jefferson
Junction City, KS 66441
Jim Germann
(785) 210-2950
jim.germann@jcks.com

Quote Information:

Quote #: NG000490
Version:
Delivery Date:
Expiration Date:

Quote Summary

Description	Amount	
Backupify	\$0.00	
Total:		\$0.00

Monthly Expenses Summary

Description	Amount	
Backupify	\$695.25	
Monthly Total:		\$695.25

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

ThinkGard LLC

City of Junction City, KS

Signature: _____
Name: Nolan Griffin
Title: Business Development
Date: 01/14/2020

Signature: _____
Name: Jim Germann
Date: _____

Credit Card Authorization

Choose your option below:

☐ Recurring Billing

I understand my credit card will be billed monthly in advance for services rendered and so I authorize said billing as well as additional usage charges as they occur. I understand that charges declined by the credit card issuer will constitute grounds for cancellation of service and that all monthly charges and usage charges incurred will be subject to collection procedures. This authorization will continue until revoked in writing.

☐ Single Billing

I authorize my credit card to be billed for a one-time charge or in lieu of a deposit. No additional billings are authorized unless I fail to pay for future services in which case the outstanding balance may be billed to the credit card account listed below. I understand that charges declined by the credit card issuer will constitute grounds for cancellation of service and that all monthly charges and usage charges incurred will be subject to collection procedures. This authorization will continue until revoked in writing.

Credit Card Type: Visa ☐ MasterCard ☐ Discover ☐ American Express ☐

Last Four of CC Number: _____ Expiration Date: _____

Print Name of Card Holder: _____

Address: _____

City: _____

State: _____ Zip: _____

Contact Phone: _____

Products or Services: _____

Signature of Credit Card Holder: _____ Date: _____

I certify that I am an authorized user of this credit card and that I will not dispute the payment with my card company; so long as the transaction corresponds to the terms of the service agreement.

ACH Authorization

ACH applies a **3% discount** to your monthly recurring charges!
[Choose your option below](#)

☐ Recurring Billing

In consideration of the goods, products and/or services provided to me by _____, as listed below. I hereby authorize _____ to initiate a debit entry to my checking account indicated below at the depository financial institution named below, hereinafter called Client Bank, and to debit the same to such account for the amount listed below. This authorization will continue until revoked in writing.

☐ Single Billing

In consideration of the goods, products and/or services provided to me by _____, as listed below, I hereby authorize _____ to initiate a debit entry to my checking account indicated below at the depository financial institution named below, hereinafter called Client Bank, and to debit the same to such account for the amount listed below. This authorization will continue until revoked in writing.

Name: _____

Client Bank Name: _____

Address: _____

Account Holder Name: _____

City/ State / Zip _____

Last 4 Digits of Account #: _____

Phone: _____

Bank Routing Number: _____

I hereby assert that I am either the rightful and legal owner or I am a duly authorized signer on the account with the power to authorize these transactions

Billing Conditions: _____ (as per defined agreement terms)

Print Name: _____

Signature: _____ **Date:** _____

By signing this agreement, I hereby authorize to electronically debit the checking or savings account indicated above for payments due under this agreement. I understand the effective date of these electronic debits to my account will be the business day on which the payment is due or scheduled per this agreement. I understand that if the debit is returned unpaid due to insufficient funds or my banks electronic draft restrictions, I may be charged a \$25.00 NSF Penalty for the returned item.

Item Attachment Documents:

- I. Consideration to Award the Demolition of 125 East Elm Street bid to Glessner Dirt Contracting of Junction City, Kansas in the amount not to exceed \$4.950.

City of Junction City

City Commission

Agenda Memo

February 18, 2020

From: Terry Johnson, Codes Administrator
To: Allen Dinkel, City Manager and City Commissioners
Subject: Demolition of 125 E Elm St – Award of Bid

Objective: The consideration and approval to award bid to Glessner Dirt Contracting for the demolition of 125 E Elm St in the amount of \$4,950.00.

Explanation of Issue: The primary structure located at 125 E Elm St has dangerous or unsafe conditions. The foundation is deteriorated, causing the load walls to drop. There are holes in the siding. Several broken windows. Doors are unsecured. Framing has settle from deterioration. There is water damage throughout the roof and the rear porch roof has fallen in. The soffit and fascia has deteriorated and the porch framing has failed due to damage. There is an accessory building that meets the criteria of a dangerous or unsafe structure as well.

On June 18, 2019 the Commission approved Resolution No. R-2896, setting a public hearing for August 6, 2019 to address the condemnation of the property at 125 E Elm St. Resolution No. R-2896 was sent to the property owner of record (Certified Mail Restricted Delivery). This was signed for on June 28, 2019. Resolution No. R-2895 was also published in the Daily Union on June 23, 2019 and June 30, 2019.

The Public Hearing was held on August 6, 2019. The Commission approved Resolution No. R-2905, giving the property owner 120 days to repair or remove the structure. Resolution No. R-2905 was sent to the property owner of record (Certified Mail Restricted Delivery). This was signed for on August 23, 2019. Resolution No. R-2905 was also published in the Daily Union on August 13, 2019.

The owner failed to commence the repairs or removal of the structure within the allotted time frame. The City Commission approved to request bids for the demolition of these structures on January 21, 2020. Five contractors were direct solicited, Glessner Dirt Contracting, L. Blixt Construction Inc, Pearson Excavating, Josh Connet Excavation LLC and Rutz Contracting. The request for bids was sent to the Daily Union and was published on January 23, 2020 and posted on the City website. The City received one bid:

<u>Contractor</u>	<u>Bid</u>	<u>Days Listed</u>
Glessner Dirt Contracting	\$4,950.00	30

Budget Impact: The project will be funded through Demolition Removal in the General Fund. \$50,000.00 was budgeted for 2020. Costs will be billed to the property owner and will reimburse any charges to this account. If not paid the charges will be assessed to the property taxes.

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

1. Approve to award bid to Glessner Dirt Contracting for the demolition of 125 E Elm St in the amount of \$4,950.00.

2. Disapprove to award bid to Glessner Dirt Contracting for the demolition of 125 E Elm St in the amount of \$4,950.00.

3. Modify the proposal...

4. Table the request.

Recommendation: City Staff recommends to award bid to Glessner Dirt Contracting for the demolition of 125 E Elm St in the amount of \$4,950.00.

Enclosures: Bid Tabulation & Bid

City of Junction City

City Clerk's Office

February 11, 2020



Codes Department

Closing Time: 10:00am

Demolition of Structure(s) at 125 E Elm St

No.	Direct Solicited	Bidder	Local Vendor	Bid Bond	Performance Bond	Addendum	Signed Bid	Bid Amount	Bid Rank
1.		Glossner Dirt	✓					\$4,950.00	
2.		Contracting							
3.									
4.									
5.									
6.									
7.									
8.									
9.									
10.									

DEMOLITION OF STRUCTURE(S)
BID AND CONTRACT DOCUMENT

SITES

Structure(s) located at 125 E Elm 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 Code Enforcement Department staff. No concrete, rocks, bricks, trash or other construction debris is to be placed in any backfilled area. The Contractor shall contact the Code Enforcement 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 Code Enforcement 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.

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 10:00 am on February 4, 2020. This meeting will be held at 125 E Elm St.

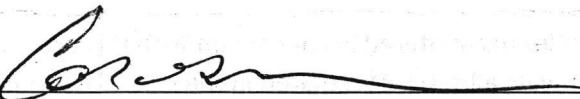
Bids shall be directed to the City Clerk's office, securely sealed and endorsed upon the outside "Demolition of 125 E Elm St" and shall be accepted until 10:00 am on February 11, 2020.

Bid Amount for 125 E Elm St:

\$ 4,950.⁰⁰ Bid
Four thousand nine hundred fifty Dollars and
Zero Cents

Number of days to complete: 30

By Glessner DIRT CONTRACTING

Signature 

Date 9 Feb 2020

Item Attachment Documents:

- m. Consideration to Award the Demolition of 336 West 17th Street bid to Glessner Dirt Contracting of Junction City, Kansas in the amount not to exceed \$5,350.

City of Junction City

City Commission

Agenda Memo

February 18, 2020

From: Terry Johnson, Codes Administrator
To: Allen Dinkel, City Manager and City Commissioners
Subject: Demolition of 336 W 17th St – Award of Bid

Objective: The consideration and approval to award bid to Glessner Dirt Contracting for the demolition of 336 W 17th St in the amount of \$5,350.00.

Explanation of Issue: The primary structure located at 336 W 17th St has dangerous or unsafe conditions. The foundation is settling with large cracks. There is loose vinyl siding, holes in steel siding and deterioration. There are broken windows. The framing around the doors and windows is deteriorated. There are no gutters. The roof on the north side has fallen in and there is deterioration. The front porch is settling and deteriorated. The detached shed at this location is in worse shape than the primary structure.

On June 18, 2019 the Commission approved Resolution No. R-2897, setting a public hearing for August 6, 2019 to address the condemnation of the property at 336 W 17th St. Resolution No. R-2897 was sent to the property owner of record (Certified Mail Restricted Delivery). This was signed for on June 24, 2019. Resolution No. R-2897 was also published in the Daily Union on June 23, 2019 and June 30, 2019.

The Public Hearing was held on August 6, 2019. The Commission approved Resolution No. R-2910, giving the property owner 120 days to repair or remove the structure. Resolution No. R-2910 was sent to the property owner of record (Certified Mail Restricted Delivery). This was signed for on August 15, 2019. Resolution No. R-2910 was also published in the Daily Union on August 13, 2019.

The owner failed to commence the repairs or removal of the structure within the allotted time frame. The City Commission approved to request bids for the demolition of these structures on January 21, 2020. Five contractors were direct solicited, Glessner Dirt Contracting, L. Blixt Construction Inc, Pearson Excavating, Josh Connet Excavation LLC and Rutz Contracting. The request for bids was sent to the Daily Union and was published on January 23, 2020 and posted on the City website.

The City received one bid:

<u>Contractor</u>	<u>Bid</u>	<u>Days Listed</u>
Glessner Dirt Contracting	\$5,350.00	30

Budget Impact: The project will be funded through Demolition Removal in the General Fund. \$50,000.00 was budgeted for 2020. Costs will be billed to the property owner and will reimburse any charges to this account. If not paid the charges will be assessed to the property taxes.

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

1. Approve to award bid to Glessner Dirt Contracting for the demolition of 336 W 17th St in the amount of \$5,350.00.

2. Disapprove to award bid to Glessner Dirt Contracting for the demolition of 336 W 17th St in the amount of \$5,350.00.

3. Modify the proposal...

4. Table the request.

Recommendation: City Staff recommends to award bid to Glessner Dirt Contracting for the demolition of 336 W 17th St in the amount of \$5,350.00.

Enclosures: Bid Tabulation & Bid

City of Junction City

City Clerk's Office

February 11, 2020



Codes Department

Closing Time: 10:00am

Demolition of Structure(s) at 336 W 17th St

No.	Direct Solicited	Bidder	Local Vendor	Bid Bond	Performance Bond	Addendum	Signed Bid	Bid Amount	Bid Rank
1.		Glessner Dirt Contracting	✓					\$ 5,350.00	
2.									
3.									
4.									
5.									
6.									
7.									
8.									
9.									
10.									

DEMOLITION OF STRUCTURE(S)
BID AND CONTRACT DOCUMENT

SITES

Structure(s) located at 336 W 17th 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 Code Enforcement Department staff. No concrete, rocks, bricks, trash or other construction debris is to be placed in any backfilled area. The Contractor shall contact the Code Enforcement 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 Code Enforcement 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.

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 8:30 am on February 4, 2020. This meeting will be held at 336 W 17th St.

Bids shall be directed to the City Clerk's office, securely sealed and endorsed upon the outside "Demolition of 336 W 17th St" and shall be accepted until 10:00 am on February 11, 2020.

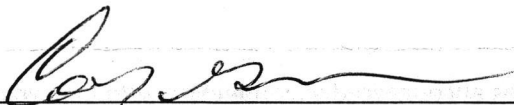
Bid Amount for 336 W 17th St:

\$ 5,350.⁰⁰ Bid

Five thousand three hundred fifty Dollars and
zero Cents

Number of days to complete: 30

By GLESSNER DIRT CONTRACTING

Signature 

Date 9 Feb 2020

Item Attachment Documents:

- n. Consideration to Award the Demolition of 523 West 14th Street bid to Glessner Dirt Contracting of Junction City, Kansas in the amount not to exceed \$4,750.

City of Junction City

City Commission

Agenda Memo

February 18, 2020

From: Terry Johnson, Codes Administrator
To: Allen Dinkel, City Manager and City Commissioners
Subject: Demolition of 523 W 14th St – Award of Bid

Objective: The consideration and approval to award bid to Glessner Dirt Contracting for the demolition of 523 W 14th St in the amount of \$4,750.00.

Explanation of Issue: The primary structure located at 523 W 14th St has dangerous or unsafe conditions. The foundation has settling, deterioration and has mortar missing. Exterior walls are missing pieces, has holes, deterioration and water damage. There are some missing windows and others that are broken. The frames on most of the windows are deteriorated. There are no gutters. The soffit and fascia is deteriorated. The front porch landing slopes towards the structure allowing water to drain against the structure.

On June 18, 2019 the Commission approved Resolution No. R-2898, setting a public hearing for August 6, 2019 to address the condemnation of the property at 523 W 14th St. Resolution No. R-2898 was sent to the property owner of record (Certified Mail Restricted Delivery). This was signed for on June 24, 2019. Resolution No. R-2898 was also published in the Daily Union on June 23, 2019 and June 30, 2019.

The Public Hearing was held on August 6, 2019. The Commission approved Resolution No. R-2908, giving the property owner 120 days to repair or remove the structure. Resolution No. R-2908 was sent to the property owner of record (Certified Mail Restricted Delivery). This was signed for on August 15, 2019. Resolution No. R-2908 was also published in the Daily Union on August 13, 2019.

The owner failed to commence the repairs or removal of the structure within the allotted time frame. The City Commission approved to request bids for the demolition of these structures on January 21, 2020. Five contractors were direct solicited, Glessner Dirt Contracting, L. Blixt Construction Inc, Pearson Excavating, Josh Connet Excavation LLC and Rutz Contracting. The request for bids was sent to the Daily Union and was published on January 23, 2020 and posted on the City website. The City received one bid:

<u>Contractor</u>	<u>Bid</u>	<u>Days Listed</u>
Glessner Dirt Contracting	\$4,750.00	30

Budget Impact: The project will be funded through Demolition Removal in the General Fund. \$50,000.00 was budgeted for 2020. Costs will be billed to the property owner and will reimburse any charges to this account. If not paid the charges will be assessed to the property taxes.

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

1. Approve to award bid to Glessner Dirt Contracting for the demolition of 523 W 14th St in the amount of \$4,750.00.

2. Disapprove to award bid to Glessner Dirt Contracting for the demolition of 523 W 14th St in the amount of \$4,750.00.

3. Modify the proposal...

4. Table the request.

Recommendation: City Staff recommends to award bid to Glessner Dirt Contracting for the demolition of 523 W 14th St in the amount of \$4,750.00.

Enclosures: Bid Tabulation & Bid

City of Junction City

City Clerk's Office

February 11, 2020



Codes Department

Closing Time: 10:00am

Demolition of Structure(s) at 523 W 14th St

No.	Direct Solicited	Bidder	Local Vendor	Bid Bond	Performance Bond	Addendum	Signed Bid	Bid Amount	Bid Rank
1.		Glessner Dirt Contracting	✓					\$4,750.00	
2.									
3.									
4.									
5.									
6.									
7.									
8.									
9.									
10.									

DEMOLITION OF STRUCTURE(S)
BID AND CONTRACT DOCUMENT

SITES

Structure(s) located at 523 W 14th 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 Code Enforcement Department. No concrete, rocks, bricks, trash or other construction debris is to be placed in any backfilled area. The Contractor shall contact the Code Enforcement 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 Code Enforcement 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.

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 9:30 am on February 4, 2020. This meeting will be held at 523 W 14th St.

Bids shall be directed to the City Clerk's office, securely sealed and endorsed upon the outside "Demolition of 523 W 14th St" and shall be accepted until 10:00 am on February 11, 2020.

Bid Amount for 523 W 14th St:

\$ 4,750.00 Bid
Four thousand seven hundred fifty Dollars and
zero Cents

Number of days to complete: 30

By GLESSNER DIRT CONTRACTING

Signature 

Date 9 feb 2020