



427 COURT ST
P O BOX 117
CLAY CENTER, KANSAS 67432
PHONE: 785-632-5454
FAX: 785-632-3943
WWW.CITYOFCLAYCENTER.COM

Tuesday, December 19, 2023
5:30 p.m.

1. CALL TO ORDER

- A. Roll Call
- B. Pledge of Allegiance

2. MAYOR REPORT

- A. Updates

3. CITY CLERK REPORT

- A. Updates

4. STAFF REPORTS/COMMUNICATIONS

- A. 12/4/2023 PUC Minutes
- B. Appropriation Ordinances 2717 & 2718
- C. November Financial Reports

5. CITY ATTORNEY REPORT

- A. Updates

6. CONSENT AGENDA

- A. 12/5/2023 City Council Meeting Minutes
- B. Appropriation Ordinances 4008 & 4009

7. ORDINANCES

- A. None

8. RESOLUTIONS

- A. None

9. FORMAL ACTIONS

- A. Cereal Malt Beverage Licenses
 - Ralph Stirrett, Jr. d/b/a Idle Hour Club
 - Leiszler Oil Co., Inc. d/b/a Short Stop #1
 - Leiszler Oil Co., Inc. d/b/a Short Stop #22
 - Floersch IGA, Inc., d/b/a Ray's Apple Market
 - DG Retail, LLC d/b/a Dollar General Store #2481
 - Dieck's Inc., d/b/a Dieck's
 - Family Dollar, LLC d/b/a Family Dollar #32782
- B. Authorization to Solicit Bids for Banking Services
- C. Authorization for Mayor Thatcher to Sign Benesch Consulting Services Agreement for Hangar Environmental Study

COMMITTEE REPORTS

1. ADMINISTRATIVE

- A. Updates

2. PUBLIC SAFETY

- A. Updates

3. PUBLIC SERVICES

- A. Updates

4. PROPERTY & RECREATION

- A. Updates

5. ADJOURNMENT

TREASURER'S REPORT
CALENDAR 11/2023, FISCAL 11/2023

ACCOUNT TITLE	LAST MONTH END BALANCE	EXPENSES	REVENUES	CHANGE IN LIABILITY	ENDING BALANCE
100 GENERAL OPERATING FUND	1,645,969.80	314,867.92	165,331.73	2,329.97	1,498,763.58
210 AIRPORT	28,098.42	13,132.72	2,620.06	.00	17,585.76
215 CONNECTING LINK IMPROVM	185,322.64	949.50	.00	.00	184,373.14
220 EMPLOYEE BENEFITS	.00	.00	.00	.00	.00
225 INDUSTRIAL	349.85	.00	.00	.00	349.85
230 LIBRARY	4,558.05	4,558.05	.00	.00	.00
235 PUBLIC RECREATION	18,313.72	8,117.63	150.00	10.16	10,356.25
240 ARPA FUND	92,929.93	92,929.93	.00	.00	.00
245 SPECIAL GAS TAX	257,235.94	2,758.45-	.00	.00	259,994.39
250 SPECIAL IMPROVEMENT	29,791.72	.00	.00	.00	29,791.72
252 SANITARY SEWER IMPROVEM	.00	.00	.00	.00	.00
253 FIRE TRUCK LEASE/PURCHA	.00	.00	.00	.00	.00
255 SPECIAL PARKS & REC	19,888.72	1,000.00	.00	.00	18,888.72
260 RESERVE FUNDS	862,297.06	5,600.60	.00	.00	856,696.46
310 BOND & INTEREST	60,069.67	.00	.00	.00	60,069.67
400 POOL SALES TAX	1,079,048.79	135.00	48,790.35	.00	1,127,704.14
410 POOL CAPITAL IMPR PROJE	43,927.71	.00	.00	.00	43,927.71
415 AIRPORT REPAIRS	23,112.60	.00	.00	.00	23,112.60
420 GT BUILDING DEMOLITION	.00	.00	.00	.00	.00
425 STREET BOND PROJECTS	.00	.00	.00	.00	.00
430 STREET SALES TAX	188,020.03	.00	48,790.35	.00	236,810.38
450 BASE 2.0	104,829.20-	.00	.00	.00	104,829.20-
510 BLUE CROSS	134,346.23	73.14	73.14	.00	134,346.23
520 CEMETERY PERPETUAL CARE	147,217.50	.00	140.00	.00	147,357.50
530 CDBG GRANTS	.00	.00	.00	.00	.00
540 PAYROLL/WITHHOLDING	.00	.00	.00	.00	.00
550 CRIMESTOPPERS	101.50	.00	.00	.00	101.50
560 BALL DIAMOND IMPROVEMEN	.00	.00	.00	.00	.00
570 BASE GRANT	.00	.00	.00	.00	.00
590 ANIMAL SHELTER TRUST	.00	.00	.00	.00	.00
905 REFUSE DISPOSAL	289,661.05	32,832.56	23,299.60	14.62-	280,113.47
910 WASTE WATER	149,886.27	37,982.61	58,569.41	.00	170,473.07
Report Total	5,155,318.00	509,421.21	347,764.64	2,325.51	4,995,986.94

BUDGET REPORT
CALENDAR 12/2023, FISCAL 12/2023

PCT OF FISCAL YTD 100.0%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
	PERSONNEL SERVICES TOTAL	246,964.00	23,987.36	248,658.61	100.69	1,694.61-
	COMMODITIES TOTAL	78,000.00	3,102.21	37,517.75	48.10	40,482.25
	CONTRACTUAL SERVICES TOTAL	296,400.00	11,936.94	287,394.09	96.96	9,005.91
	APPROPRIATIONS TOTAL	3,000.00	.00	1,192.65	39.76	1,807.35
	CAPITAL OUTLAY TOTAL	28,500.00	.00	3,585.25	12.58	24,914.75
	BOND & INTEREST TOTAL	.00	.00	.00	.00	.00
	APPROPRIATIONS TOTAL	100,000.00	.00	80,000.00	80.00	20,000.00
	GENERAL TOTAL	752,864.00	39,026.51	658,348.35	87.45	94,515.65
	PERSONNEL SERVICES TOTAL	752,500.00	55,052.39	625,576.41	83.13	126,923.59
	COMMODITIES TOTAL	83,000.00	2,960.94	57,570.54	69.36	25,429.46
	CONTRACTUAL SERVICES TOTAL	26,000.00	1,381.07	14,949.67	57.50	11,050.33
	CAPITAL OUTLAY TOTAL	20,000.00	1,556.48	23,658.42	118.29	3,658.42-
	APPROPRIATIONS TOTAL	40,000.00	.00	40,000.00	100.00	.00
	POLICE TOTAL	921,500.00	60,950.88	761,755.04	82.66	159,744.96
	PERSONNEL SERVICES TOTAL	580,000.00	41,879.04	526,718.54	90.81	53,281.46
	COMMODITIES TOTAL	123,000.00	3,923.22	112,868.08	91.76	10,131.92
	CONTRACTUAL SERVICES TOTAL	23,000.00	554.02	13,972.21	60.75	9,027.79
	CAPITAL OUTLAY TOTAL	120,000.00	.00	61,655.66	51.38	58,344.34
	APPROPRIATIONS TOTAL	90,000.00	.00	100,000.00	111.11	10,000.00-
	FIRE TOTAL	936,000.00	46,356.28	815,214.49	87.10	120,785.51
	PERSONNEL SERVICES TOTAL	408,000.00	28,326.20	337,768.49	82.79	70,231.51
	COMMODITIES TOTAL	171,000.00	28,763.58	131,370.03	76.82	39,629.97
	CONTRACTUAL SERVICES TOTAL	22,000.00	504.84	9,828.75	44.68	12,171.25
	CAPITAL OUTLAY TOTAL	80,000.00	41,205.00	68,289.96	85.36	11,710.04
	APPROPRIATIONS TOTAL	70,000.00	.00	70,000.00	100.00	.00
	BOND & INTEREST TOTAL	43,000.00	.00	42,624.52	99.13	375.48
	HIGHWAY TOTAL	794,000.00	98,799.62	659,881.75	83.11	134,118.25
	PERSONNEL SERVICES TOTAL	.00	.00	.00	.00	.00
	COMMODITIES TOTAL	.00	.00	.00	.00	.00
	CONTRACTUAL SERVICES TOTAL	.00	.00	.00	.00	.00
	REFUSE TOTAL	.00	.00	.00	.00	.00
	PERSONNEL SERVICES TOTAL	294,500.00	17,911.01	244,392.38	82.99	50,107.62
	COMMODITIES TOTAL	36,000.00	1,675.05	30,929.74	85.92	5,070.26
	CONTRACTUAL SERVICES TOTAL	16,500.00	621.73	11,127.05	67.44	5,372.95
	CAPITAL OUTLAY TOTAL	30,000.00	588.29	25,315.28	84.38	4,684.72
	APPROPRIATIONS TOTAL	45,000.00	.00	50,000.00	111.11	5,000.00-
	PARK TOTAL	422,000.00	20,796.08	361,764.45	85.73	60,235.55
	PERSONNEL SERVICES TOTAL	115,500.00	.00	96,450.55	83.51	19,049.45
	COMMODITIES TOTAL	36,000.00	19.77	27,029.89	75.08	8,970.11

BUDGET REPORT
CALENDAR 12/2023, FISCAL 12/2023

PCT OF FISCAL YTD 100.0%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
	CONTRACTUAL SERVICES TOTAL	40,500.00	112.00	37,293.80	92.08	3,206.20
	CAPITAL OUTLAY TOTAL	1,000.00	.00	459.64	45.96	540.36
	APPROPRIATIONS TOTAL	.00	.00	.00	.00	.00
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	POOL TOTAL	193,000.00	131.77	161,233.88	83.54	31,766.12
	PERSONNEL SERVICES TOTAL	164,000.00	11,345.41	156,319.58	95.32	7,680.42
	COMMODITIES TOTAL	34,000.00	658.51	25,992.13	76.45	8,007.87
	CONTRACTUAL SERVICES TOTAL	14,000.00	523.01	8,419.55	60.14	5,580.45
	CAPITAL OUTLAY TOTAL	15,000.00	.00	9,950.00	66.33	5,050.00
	APPROPRIATIONS TOTAL	15,000.00	.00	20,000.00	133.33	5,000.00-
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	CEMETERY TOTAL	242,000.00	12,526.93	220,681.26	91.19	21,318.74
	PERSONNEL SERVICES TOTAL	69,200.00	5,691.64	66,051.23	95.45	3,148.77
	COMMODITIES TOTAL	4,000.00	36.07	2,315.97	57.90	1,684.03
	EXPENDITURES TOTAL	500.00	.00	.00	.00	500.00
	COMMODITIES TOTAL	1,450.00	.00	90.75	6.26	1,359.25
	CONTRACTUAL SERVICES TOTAL	85,000.00	5,028.00	68,475.64	80.56	16,524.36
	CAPITAL OUTLAY TOTAL	.00	.00	.00	.00	.00
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	MUNICIPAL COURT TOTAL	160,150.00	10,755.71	136,933.59	85.50	23,216.41
		=====	=====	=====	=====	=====
	GENERAL OPERATING FUND TOTAL	4,421,514.00	289,343.78	3,775,812.81	85.40	645,701.19
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BUDGET REPORT
CALENDAR 12/2023, FISCAL 12/2023

PCT OF FISCAL YTD 100.0%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
	COMMODITIES TOTAL	50,000.00	137.85	1,769.33	3.54	48,230.67
	CONTRACTUAL SERVICES TOTAL	59,000.00	6,053.63	38,399.53	65.08	20,600.47
	EXPENDITURES TOTAL	57,343.00	12,110.28	49,792.24	86.83	7,550.76
		=====	=====	=====	=====	=====
	AIRPORT TOTAL	166,343.00	18,301.76	89,961.10	54.08	76,381.90
		=====	=====	=====	=====	=====
	COMMODITIES TOTAL	.00	.00	.00	.00	.00
	CONTRACTUAL SERVICES TOTAL	842,073.00	.00	14,242.50	1.69	827,830.50
	APPROPRIATIONS TOTAL	.00	.00	.00	.00	.00
		=====	=====	=====	=====	=====
	CONNECTING LINK IMPROVMNT TOTA	842,073.00	.00	14,242.50	1.69	827,830.50
		=====	=====	=====	=====	=====
	PERSONNEL SERVICES TOTAL	.00	.00	.00	.00	.00
	APPROPRIATIONS TOTAL	.00	.00	.00	.00	.00
	APPROPRIATIONS TOTAL	.00	.00	.00	.00	.00
		=====	=====	=====	=====	=====
	EMPLOYEE BENEFITS TOTAL	.00	.00	.00	.00	.00
		=====	=====	=====	=====	=====
	COMMODITIES TOTAL	.00	.00	.00	.00	.00
	CONTRACTUAL SERVICES TOTAL	.00	.00	.00	.00	.00
	APPROPRIATIONS TOTAL	25,000.00	.00	25,000.00	100.00	.00
		=====	=====	=====	=====	=====
	INDUSTRIAL TOTAL	25,000.00	.00	25,000.00	100.00	.00
		=====	=====	=====	=====	=====
	APPROPRIATIONS TOTAL	227,115.00	.00	224,717.29	98.94	2,397.71
		=====	=====	=====	=====	=====
	LIBRARY TOTAL	227,115.00	.00	224,717.29	98.94	2,397.71
		=====	=====	=====	=====	=====
	PERSONNEL SERVICES TOTAL	26,650.00	585.15	22,768.13	85.43	3,881.87
	COMMODITIES TOTAL	58,200.00	.00	38,801.45	66.67	19,398.55
	CONTRACTUAL SERVICES TOTAL	12,378.00	965.49	15,897.86	128.44	3,519.86-
	APPROPRIATIONS TOTAL	1,000.00	.00	.00	.00	1,000.00
	CAPITAL OUTLAY TOTAL	1,500.00	.00	188.22	12.55	1,311.78
		=====	=====	=====	=====	=====
	PUBLIC RECREATION TOTAL	99,728.00	1,550.64	77,655.66	77.87	22,072.34
		=====	=====	=====	=====	=====
	COMMODITIES TOTAL	238,489.00	2,203.20	34,157.33	14.32	204,331.67
	CAPITAL OUTLAY TOTAL	.00	.00	.00	.00	.00
		=====	=====	=====	=====	=====
	SPECIAL GAS TAX TOTAL	238,489.00	2,203.20	34,157.33	14.32	204,331.67
		=====	=====	=====	=====	=====
	CONTRACTUAL SERVICES TOTAL	.00	.00	.00	.00	.00
	EXPENDITURES TOTAL	.00	.00	.00	.00	.00
	APPROPRIATIONS TOTAL	.00	.00	.00	.00	.00
		=====	=====	=====	=====	=====

BUDGET REPORT
CALENDAR 12/2023, FISCAL 12/2023

PCT OF FISCAL YTD 100.0%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
	SPECIAL IMPROVEMENT TOTAL	.00	.00	.00	.00	.00
		=====	=====	=====	=====	=====
	CONTRACTUAL SERVICES TOTAL	.00	.00	.00	.00	.00
	EXPENDITURES TOTAL	.00	.00	.00	.00	.00
	APPROPRIATIONS TOTAL	.00	.00	.00	.00	.00
		=====	=====	=====	=====	=====
	SANITARY SEWER IMPROVEMENT TOTAL	.00	.00	.00	.00	.00
		=====	=====	=====	=====	=====
	CONTRACTUAL SERVICES TOTAL	.00	.00	.00	.00	.00
	EXPENDITURES TOTAL	.00	.00	.00	.00	.00
	TRANSFERS IN TOTAL	.00	.00	.00	.00	.00
		=====	=====	=====	=====	=====
	FIRE TRUCK LEASE/PURCHASE TOTAL	.00	.00	.00	.00	.00
		=====	=====	=====	=====	=====
	APPROPRIATIONS TOTAL	16,558.00	.00	7,036.59	42.50	9,521.41
	CAPITAL OUTLAY TOTAL	.00	.00	.00	.00	.00
		=====	=====	=====	=====	=====
	SPECIAL PARKS & REC TOTAL	16,558.00	.00	7,036.59	42.50	9,521.41
		=====	=====	=====	=====	=====
	BOND & INTEREST TOTAL	101,300.00	.00	101,300.00	100.00	.00
		=====	=====	=====	=====	=====
	BOND & INTEREST TOTAL	101,300.00	.00	101,300.00	100.00	.00
		=====	=====	=====	=====	=====
	BOND & INTEREST TOTAL	326,450.00	.00	326,450.00	100.00	.00
		=====	=====	=====	=====	=====
	POOL SALES TAX TOTAL	326,450.00	.00	326,450.00	100.00	.00
		=====	=====	=====	=====	=====
	APPROPRIATIONS TOTAL	.00	.00	.00	.00	.00
		=====	=====	=====	=====	=====
	AIRPORT REPAIRS TOTAL	.00	.00	.00	.00	.00
		=====	=====	=====	=====	=====
	BOND & INTEREST TOTAL	.00	.00	.00	.00	.00
		=====	=====	=====	=====	=====
	STREET BOND PROJECTS TOTAL	.00	.00	.00	.00	.00
		=====	=====	=====	=====	=====
	STREET REPAIRS TOTAL	910,709.00	.00	558,202.52	61.29	352,506.48
		=====	=====	=====	=====	=====
	STREET SALES TAX TOTAL	910,709.00	.00	558,202.52	61.29	352,506.48
		=====	=====	=====	=====	=====
	COMMODITIES TOTAL	.00	.00	.00	.00	.00
	CONTRACTUAL SERVICES TOTAL	.00	.00	104,829.20	.00	104,829.20
	APPROPRIATIONS TOTAL	.00	.00	.00	.00	.00

BUDGET REPORT
CALENDAR 12/2023, FISCAL 12/2023

PCT OF FISCAL YTD 100.0%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
	CAPITAL OUTLAY TOTAL	.00	.00	.00	.00	.00
	EXPENDITURES TOTAL	.00	.00	.00	.00	.00
		=====	=====	=====	=====	=====
	BASE 2.0 TOTAL	.00	.00	104,829.20	.00	104,829.20-
		=====	=====	=====	=====	=====
	COMMODITIES TOTAL	.00	.00	.00	.00	.00
	CONTRACTUAL SERVICES TOTAL	.00	.00	.00	.00	.00
	APPROPRIATIONS TOTAL	.00	.00	.00	.00	.00
	CAPITAL OUTLAY TOTAL	.00	.00	.00	.00	.00
	APPROPRIATIONS TOTAL	.00	.00	.00	.00	.00
		=====	=====	=====	=====	=====
	BASE GRANT TOTAL	.00	.00	.00	.00	.00
		=====	=====	=====	=====	=====
	PERSONNEL SERVICES TOTAL	205,800.00	16,322.70	201,880.03	98.10	3,919.97
	COMMODITIES TOTAL	29,250.00	1,064.00	14,241.79	48.69	15,008.21
	CONTRACTUAL SERVICES TOTAL	80,200.00	5,139.36	69,088.65	86.15	11,111.35
	CAPITAL OUTLAY TOTAL	140,459.00	.00	4,771.00	3.40	135,688.00
	APPROPRIATIONS TOTAL	.00	.00	.00	.00	.00
		=====	=====	=====	=====	=====
	REFUSE DISPOSAL TOTAL	455,709.00	22,526.06	289,981.47	63.63	165,727.53
		=====	=====	=====	=====	=====
	PERSONNEL SERVICES TOTAL	299,000.00	23,240.01	289,532.82	96.83	9,467.18
	COMMODITIES TOTAL	68,500.00	31,764.41	102,517.62	149.66	34,017.62-
	CONTRACTUAL SERVICES TOTAL	70,500.00	3,236.34	58,108.49	82.42	12,391.51
	CAPITAL OUTLAY TOTAL	127,413.00	.00	4,664.58	3.66	122,748.42
	BOND & INTEREST TOTAL	71,293.00	.00	71,269.72	99.97	23.28
	DEPRECIATION TOTAL	.00	.00	.00	.00	.00
	APPROPRIATIONS TOTAL	.00	.00	.00	.00	.00
		=====	=====	=====	=====	=====
	WASTE WATER TOTAL	636,706.00	58,240.76	526,093.23	82.63	110,612.77
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DRAFT
CLAY CENTER CITY COUNCIL MEETING MINUTES
DECEMBER 5, 2023

The Clay Center City Council met in regular session on December 5, 2023 in the Council Chambers. Mayor Thatcher called the meeting to order at 5:30 p.m. City Council members in attendance were Elton Hess, Karla Sweet, Phil Kasper, Glenn Hoover, Theresa Charbonneau, Mike Schultze, Mike Peerson and Daton Hess. Also present were City Attorney Dusty Mullin and City Clerk Kerry Rozman.

Brad Waller, Airport Engineer joined via Zoom to discuss the upcoming hangar project funded by FAA with a 10% match from the city. The first step in the process is to apply for a grant for the environmental clearance and design on the land that the hangars will be built on. The governing body will consider the consulting services agreement in the amount of \$25,670.00 at the December 19 meeting.

The minutes from the Public Utilities Commission meeting on November 20, 2023 and Public Utilities Commission Appropriations Nos. 2715 and 2716 were presented for review.

The Consent Agenda consisted of the meeting minutes of November 21, 2023 and Appropriation Ordinances Nos. 4006 and 4007. A motion was made by Councilor D. Hess seconded by Councilor Kasper to approve the Consent Agenda in its entirety. Roll call vote: Yeas: E. Hess, Peerson, D. Hess, Schultze, Charbonneau Sweet, Kasper and Hoover. Nays: None.

A motion was made by Councilor Kasper seconded by Councilor Hoover to approve the appointments of Nick Luke, replacing David Frederick and Jason Liby, replacing Jan Kissinger to the Planning Commission. Motion carried 8-0.

Skid loader bids for the Street Department were received from PrairieLand Partners, LLC in the amount of \$41,205.00 including trade-in; Bobcat in the amount of \$50,906.01 including trade-in; and Foley Equipment in the amount of \$52,207.00 including trade-in. There is a five year warranty included. A motion was made by Councilor D. Hess seconded by Councilor Kasper to approve the bid for a 2023 John Deere 324G Skid Steer in the amount of \$41,205.00. Motion carried 8-0.

A motion was made by Councilor Hoover seconded by Councilor D. Hess to authorize Mayor Thatcher to sign the documentation that grants permission to Discovery Land Services to conduct a geophysical survey along road right of ways. This testing will determine if there are potential oil and/or gas reserves that would be economical to extract. This covers the airport and PrairieLand Partners, LLC area. Motion carried 8-0.

Committee Reports as follows:

Administrative: Councilor Sweet reported on the following: 1. A meeting will be held to review a few items and notification for the meeting will be sent out.

Public Safety: Clerk Rozman reported on the following: 1. Building permit for Ranae Zacharias for a covered deck located at 906 10th Street.

Public Services: Councilor D. Hess report on the following: 1. The bids for the 2024 half-cent sales tax street projects have been reviewed and will have gone out for bid. 2. The city is hauling dirt from a house that is under construction in order for us to receive the dirt. The street department is always needing dirt for various projects. The only cost is our labor to remove the dirt. 3. The sales tax received for September sales was \$48,790.35.

Property and Recreation: Councilor Kasper reported on the following: 1. The city will be selling pool passes for the 2024 season now if people want to purchase them for Christmas. 2. The sales tax received for September sales was \$48,790.35.

A motion was made by Councilor Kasper seconded by Councilor Hoover to adjourn the meeting. Motion carried 8-0.

JAMES R THATCHER, Mayor

ATTEST:

KERRY ROZMAN, City Clerk

APPROPRIATION ORDINANCE
And
WARRANT REGISTER

No. 4008

December 15, 2023

An Ordinance making appropriation for the payment of certain claims. Be it ordained by the Mayor and the Council of the City of Clay Center, Kansas:

Sec. 1. That in order to pay claims hereinafter stated which have been properly audited and approved, there is hereby appropriated out of the respective funds in the city treasury the following amounts to-wit:

Payroll period November 29th thru December 12th, 2023

<u>Base</u>	<u>Emp/Ben</u>	<u>W/H Taxes</u>	<u>B/C</u>	<u>Net</u>	<u>Vouchers</u>
<u>\$63,454.43</u>	<u>\$8,330.14</u>	<u>\$6,684.99</u>	<u>\$482.00</u>	<u>\$47,957.30</u>	

Sec. 2. That this Ordinance shall take effect and be in force from and after its passage.

Passed and Signed this 15th day of December, 2023.



Attested:

City Clerk

Mayor

CLAIMS REPORT

Check Range: 12/19/2023-12/19/2023

APPROPRIATIONS NO. 4009

INVOICE#	VENDOR NAME	INVOICE DESCRIPTION	INVOICE AMT	VENDOR TOTAL	CHECK#	CHECK DATE
GENERAL OPERATING FUND						
NON DEPARTMENT						
PR20210629	EMPOWER RETIREMENT	457- AFTER TAX				
PR20210727	EMPOWER RETIREMENT	457- AFTER TAX				
7/19/22	RETAILERS SALES TAX	POOL SALES TAX				
12/6/23	STATE OF KANSAS STATE TREAS.	LAW ENFORCEMENT TRAIN-COURT		7,564.61		
	00	NON DEPARTMENT TOTAL		7,564.61		
GENERAL						
NOVEMBER 2023	BIG LAKES DEVELOPMENTAL CENTER	JANITORIAL SERVICE-GG		550.00		
NOVEMBER 2023	CLAY CENTER PUBLIC UTILITIES	GG		143.86	11072054	12/19/23
NOV'23GG	CENTRAL OFFICE SERVICE	COPIES,INK-GG		649.30		
10/22/23-11/18/23	CLAY COUNTY GENERAL	EMERGENCY PREPAREDNESS-GG		100.00		
12/3/23	CLAY COUNTY TREASURER	2023 PROPERTY TAX-GG		430.20		
3301407	HUB INTERNATIONAL	BENEFIT CONSULTING-GG		2,500.00		
NOV'23GG	LEISZLER OIL CO.	FUEL-MAYOR-GG		363.22		
119	MIDWESTERN SECURITY LLC	MONTHLY INTRUSION MONITOR-GG		32.50		
11/30/23	PETTY CASH	GLORIA FOWLES-XMAS WINDOW-GG	50.00			
NOV 30 2023	PETTY CASH	KS SEC.OF STATE-SC NOTARY-GG	25.00	75.00		
1128	RYAN & MULLIN LLC	CITY ATTORNEY-GG		2,520.92		
NOVEMBER 2023 VISA	UNITED BANK & TRUST	FILTERS-GG		16.88		
NOV'23GG	VERIZON WIRELESS	BLDG INSPECTOR PHONE-GG		41.46		
NOV'23GG	WALL'S TRUE VALUE INC	KEYS,LIGHT BULBS-GG		88.78		
	01	GENERAL TOTAL		7,512.12		
POLICE						
NOVEMBER 2023	CLAY CENTER PUBLIC UTILITIES	POLICE		6.00	11072054	12/19/23
NOV'23POLICE	CENTRAL VALLEY AG	FUEL-POLICE		1,101.59		
417530287POLICE	CINTAS CORPORATION	SOAP-POLICE		17.49		
12/11/23	CLAY CENTER POLICE DEPT/	DEC'23 CLOTHING ALLOW-POLICE		60.00		
10/22/23-11/18/23	CLAY COUNTY GENERAL	DISPATCHERS-POLICE		6,773.53		
NOV'23POLICE	GIBSON PRODUCTS CO #8259L	HEATER-POLICE		79.99		
NOV'23POLICE	LEISZLER OIL CO.	CAR WASH TOKENS-POLICE		17.50		
NOV'23POLICE	MSC-410526 DOLLAR GENERAL	SUPPLIES-POLICE		17.95		
12/11/23	PETTY CASH	KBI POSTAGE-BR-POLICE	17.75			
DEC 11 2023	PETTY CASH	FUEL REIMBURSE-KN-POLICE	36.00	53.75		
0619726/20819IN	SIRCHIE	TEST KITS-POLICE		143.28		
NOV'23POLICE	VERIZON WIRELESS	PHONES-POLICE	288.76			
NOV'23ST	VERIZON WIRELESS	PHONES-STREET	82.92	371.68		
	02	POLICE TOTAL		8,642.76		
FIRE						
NOVEMBER 2023	CLAY CENTER PUBLIC UTILITIES	FIRE		331.14	11072054	12/19/23
NOV'23FIRE	CLAY CENTER AUTO PARTS	OIL,FILTER,BATTERY-FIRE		405.45		
NOV'23FIRE	CLAY COUNTY LUMBER AND SUPPLY	THERMAL COUPLER-FIRE		12.99		
24294	FIVE CREEK AUTOMOTIVE	SERVICE '15 FORD-FIRE		925.01		
026346817	GALLS, LLC	UNIFORMS-FIRE		256.64		
14693	GATE 9 GRAPHICS	HATS-FIRE		350.00		
NOV'23FIRE	LEISZLER OIL CO.	FUEL-FIRE		512.01		
NOV'23FIRE	MSC-410526 DOLLAR GENERAL	SUPPLIES-FIRE		132.95		
2022014	TSI KANSAS, INC.	CLEANED COMPRESSOR-FIRE		196.60		

CLAIMS REPORT

Check Range: 12/19/2023-12/19/2023

INVOICE#	VENDOR NAME	INVOICE DESCRIPTION	INVOICE AMT	VENDOR TOTAL	CHECK#	CHECK DATE
NOV'23FIRE	UNIFIRST CORPORATION	TOWELS,MOPS,WIPERS-FIRE		88.19		
NOVEMBER 2023 VISA	UNITED BANK & TRUST	SCAFFA-FIRE		210.00		
NOV'23FIRE	VERIZON WIRELESS	PHONES-FIRE		120.03		
NOV'23FIRE	WALL'S TRUE VALUE INC	SNOW SHOVELS-FIRE		112.98		

		03 FIRE TOTAL		3,653.99		
	HIGHWAY					
523096	ALSOP SAND CO., INC.	AIC-STREET		341.92		
8001864715	APAC KANSAS, INC.	COLD MIX-STREET		2,577.20		
SMS667360/235/290	BAYER CONSTRUCTION CO INC	ROAD MATERIAL-STREET		3,141.60		
NOVEMBER 2023	CLAY CENTER PUBLIC UTILITIES	STREET		351.03	11072054	12/19/23
NOV'23STREET	CENTRAL VALLEY AG	TORDON-STREET		2,067.32		
NOV'23ST	CLAY CENTER AUTO PARTS	OIL,FILTERS,DEF-STREET		606.77		
7733	CLAY CENTER PUBLISHING CO INC	CONCRETE PROJECT AD-STREET		18.00		
NOV'23ST	CLAY COUNTY LUMBER AND SUPPLY	CHAIN CONNECTORS,BOLTS-STREET		71.85		
NOV'23ST	GIBSON PRODUCTS CO #8259L	TOOLS-STREET		100.47		
501350	GLAVAN FORD	CABLE FOR TAILGATE-STREET		63.64		
NOV'23ST	KIER'S THRIFTWAY	WATER-ACCT#3818-STREET		51.48		
NOV'23ST	NKC TIRE	TIRE REPAIR-STREET		20.00		
NOV'23ST	PRAIRIELAND PARTNERS LLC	COUPLERS,FITTING,CLAMP-STREET		230.98		
37399	REED COMPANY LLC	CYLINDERS-STREET		6,500.00		
22.126-1	SCHWAB EATON	BIENNIAL INSPECTIONS-STREET		1,560.00		
23103R/4545	SHILLING ASPHALT, INC	MILL-STREET		1,619.20		
311180	TMHC SERVICES, INC.	5 STREET PARTICIPANTS		30.25		
2022006	TSI KANSAS, INC.	AC REPAIR-STREET		462.35		
NOV'23ST	UNIFIRST CORPORATION	JEANS-STREET		179.60		
NOVEMBER 2023 VISA	UNITED BANK & TRUST	TIPPER REPAIR-STREET		388.48		
41290P	VALLEYWIDE SALES INC	STEEL FOR SALT SPREADER-STREET		31.00		
NOV'23ST	WALL'S TRUE VALUE INC	BUSHING-STREET		26.47		

		04 HIGHWAY TOTAL		20,439.61		
	PARK					
NOVEMBER 2023	CLAY CENTER PUBLIC UTILITIES	PARKS		509.38	11072054	12/19/23
NOV'23 PARKS	CENTRAL OFFICE SERVICE	INK,PAPER-PARKS		218.70		
NOV'23PARKS	CENTRAL VALLEY AG	FUEL-PARKS		435.50		
4176090353/4817204	CINTAS CORPORATION	JEANS-PARKS		108.72		
NOV'23PARKS	CLAY CENTER AUTO PARTS	BATTERY-PARKS		197.64		
NOV'23PARKS	CLAY COUNTY LUMBER AND SUPPLY	PLYWOOD,HARDWARE-PARKS		203.38		
NOV'23PARKS	GIBSON PRODUCTS CO #8259L	WIRE,FILTERS-PARKS		52.94		
NOV'23PARKS	PRAIRIELAND PARTNERS LLC	OIL-PARKS		13.08		
NOV'23PARKS	PRODUCTIVITY PLUS ACCOUNT	RANGER ROOF-PARKS		651.86		
NOV'23PARKS	RAY'S APPLE MARKET	WATER-PARKS		19.95		
NOV'23PARKS	VERIZON WIRELESS	PHONES-PARKS		41.46		
NOV'23PARKS	WALL'S TRUE VALUE INC	PAINT,BATTERIES-PARKS		271.36		

		06 PARK TOTAL		2,723.97		
	POOL					
NOVEMBER 2023	CLAY CENTER PUBLIC UTILITIES	POOL		112.00	11072054	12/19/23
NOV'23POOL	GIBSON PRODUCTS CO #8259L	FILTERS-POOL		19.77		

CLAIMS REPORT
Check Range: 12/19/2023-12/19/2023

INVOICE#	VENDOR NAME	INVOICE DESCRIPTION	INVOICE AMT	VENDOR TOTAL	CHECK#	CHECK DATE
		07 POOL TOTAL		131.77		
	CEMETERY					
NOVEMBER 2023	CLAY CENTER PUBLIC UTILITIES	CEMETERY		371.85	11072054	12/19/23
NOV'23CEMETERY	CENTRAL VALLEY AG	FUEL-CEMETERY		205.52		
NOV'23CEM	CLAY CENTER AUTO PARTS	CLIP-CEMETERY		9.49		
NOV'23CEMETERY	CLAY COUNTY LUMBER AND SUPPLY	BOLTS-CEMETERY		12.90		
NOV'23CEMETERY	GIBSON PRODUCTS CO #8259L	BATTERIES,SUPPLIES-CEMETERY		67.83		
119763	NETWORK COMPUTER SOLUTIONS	EMAIL REPAIR-CEMETERY		55.00		
NOV'23CEM	NKC TIRE	SERVICE,TIRE REPAIR-CEMETERY		90.77		
NOV'23CEMETERY	VERIZON WIRELESS	PHONE-CEMETERY		41.46		
		08 CEMETERY TOTAL		854.82		
	MUNICIPAL COURT					
4806/7/8/9/10/11	ALLEN & ASSOCIATES LAW	CASE#20-226/7/146/228/140/160		1,008.00		
NOV'23 COURT	CENTRAL OFFICE SERVICE	CLIPBOARDS-COURT		5.36		
1129	RYAN & MULLIN LLC	CITY PROSECUTION-COURT		3,150.00		
		09 MUNICIPAL COURT TOTAL		4,163.36		
		100 GENERAL OPERATING FUND TOTAL		55,687.01		
	AIRPORT					
	NON DEPARTMENT					
NOVEMBER 2023	CLAY CENTER PUBLIC UTILITIES	AIRPORT		351.25	11072054	12/19/23
DEC 3 2023	CLAY COUNTY TREASURER	2023 PROPERTY TAX-AIRPORT		5,702.38		
12/19/23	RETAILERS SALES TAX	FUEL SALES TAX-AIRPORT		258.36	11072055	12/19/23
MAY 2021	UNITED BANK & TRUST	AIRPORT CREDIT CARD CHARGES				
NOVEMBER 2023 VISA	UNITED BANK & TRUST	ECHOSAT,EKOS-AIRPORT		154.52		
		00 NON DEPARTMENT TOTAL		6,466.51		
		210 AIRPORT TOTAL		6,466.51		
	PUBLIC RECREATION					
	NON DEPARTMENT					
NOVEMBER 2023	CLAY CENTER PUBLIC UTILITIES	PUBLIC RECREATION	965.49		11072054	12/19/23
AUGUST 2020	CLAY CENTER PUBLIC UTILITIES	PUBLIC RECREATION		965.49		
		00 NON DEPARTMENT TOTAL		965.49		
		235 PUBLIC RECREATION TOTAL		965.49		
	SPECIAL GAS TAX					
	NON DEPARTMENT					
23103R/4545	SHILLING ASPHALT, INC	BASE MIX-STREET		715.50		

CLAIMS REPORT
Check Range: 12/19/2023-12/19/2023

INVOICE#	VENDOR NAME	INVOICE DESCRIPTION	INVOICE AMT	VENDOR TOTAL	CHECK#	CHECK DATE
		00 NON DEPARTMENT TOTAL		715.50		
		245 SPECIAL GAS TAX TOTAL		715.50		
	REFUSE DISPOSAL NON DEPARTMENT					
NOV'23REF PR20210629 PR20210727 11/26/23 NOV'23REFUSE 311180 NOV'23ST	CLAY COUNTY SANITARY LANDFILL EMPOWER RETIREMENT EMPOWER RETIREMENT KCLY LEISZLER OIL CO. TMHC SERVICES, INC. UNIFIRST CORPORATION	NOV'23 SOLID WASTE-REFUSE 457- AFTER TAX 457- AFTER TAX HOLIDAY TRASH SCHEDULE-REFUSE FUEL-REFUSE 2 REFUSE PARTICIPANTS JEANS-REFUSE		5,139.36 210.00 794.38 12.10 47.52		
		00 NON DEPARTMENT TOTAL		6,203.36		
		905 REFUSE DISPOSAL TOTAL		6,203.36		
	WASTE WATER NON DEPARTMENT					
NOVEMBER 2023 NOV'23 WW NOV'23WW 086365 100359 NOV'23WW NOVEMBER 2023 VISA 05210490 NOV'23WW	CLAY CENTER PUBLIC UTILITIES CENTRAL OFFICE SERVICE CENTRAL VALLEY AG HYDRO-KLEAN LLC MIKE'S FIRE EXTINGUISHER UNIFIRST CORPORATION UNITED BANK & TRUST UNIVERSAL LLC VERIZON WIRELESS	WASTEWATER INK-WASTEWATER FUEL-WASTEWATER MANHOLE REHAB-WASTEWATER HYDRO TEST-WASTEWATER JEANS,WIPERS-WASTEWATER WATER CONFERENCE-WASTEWATER HARDWARE-WASTEWATER PHONES-WASTEWATER		2,955.35 85.00 419.88 27,180.00 91.50 193.04 541.72 146.16 148.68	11072054	12/19/23
		00 NON DEPARTMENT TOTAL		31,761.33		
		910 WASTE WATER TOTAL		31,761.33		
		Accounts Payable Total		101,799.20		
		Invoices: Paid		6,355.71		
		Invoices: Scheduled		95,443.49		

REQUEST FOR COUNCIL ACTION

DATE:	TITLE:
December 19, 2023	CEREAL MALT BEVERAGE LICENSES
ORIGINATING DEPARTMENT:	TYPE OF ACTION:
Administration	☐ ORDINANCE ☐ RESOLUTION ☒ FORMAL ACTION ☐ OTHER

CONSIDERATION:

Renewal of Cereal Malt Beverage Licenses for 2024

FISCAL NOTE:

- There is minimal cost associated with the renewals. A background check of all managers is required and is paid for out of the Administrative budget.

DISCUSSION:

The following businesses have applied for their 2024 Cereal Malt Beverage License:

1. Brad Dieckmann d/b/a Diecks, Inc.
2. DG Retail, LLC d/b/a Dollar General Store #2481
3. Family Dollar, LLC d/b/a Family Dollar #32782
4. Ralph Stirrett d/b/a Idle Hour
5. Leiszler Oil Co., Inc. d/b/a Short Stop #1
6. Leiszler Oil Co., Inc. d/b/a/ Short Stop #22
7. Floersch IGA, Inc. d/b/a Ray's Apple Market #441

Respectfully submitted,

Kerry Rozman
City Clerk

REQUEST FOR COUNCIL ACTION

DATE:	TITLE:
December 19, 2023	BANK BID AUTHORIZATION
ORIGINATING DEPARTMENT:	TYPE OF ACTION:
Administration	☐ ORDINANCE ☐ RESOLUTION ☒ FORMAL ACTION ☐ OTHER

CONSIDERATION:

Authorization to Solicit Bids for Banking Services

FISCAL NOTE:

- There is no cost associated with this item.

DISCUSSION:

The Administrative Committee met to discuss and review the bid specifications for banking services. They are recommending that these services be sent to the authorized financial institutions that are located in Clay Center. The services provided will be for a period of five (5) years.

Respectfully submitted,

Kerry Rozman
City Clerk

REQUEST FOR COUNCIL ACTION

DATE:	TITLE:		
December 19, 2023	BENESCH CONSULTING SERVICES		
ORIGINATING DEPARTMENT:	TYPE OF ACTION:	☐ ORDINANCE	☐ RESOLUTION
Administration		☒ FORMAL ACTION	☐ OTHER

CONSIDERATION:

Authorize Mayor Thatcher to sign the Consulting Services Agreement with Benesch

FISCAL NOTE:

- The cost of this item is \$25,670.00 and will be paid out of the airport fund.

DISCUSSION:

Brad Waller, Airport Engineer with Benesch has been working on getting FAA funding for a new hangar at the airport. The first step in the process is to have an environmental study of the land where the proposed hangar will be placed. Mr. Waller explained the process at the December 5 meeting and in order to proceed with the project, Mayor Thatcher will need authorization to sign the Consulting Services Agreement with Benesch.

Respectfully submitted,

Kerry Rozman
City Clerk



CONSULTING SERVICES AGREEMENT

CLIENT	City of Clay Center, Kansas	Project Name	Clay Center Airport (CYW
Address	427 Court Street		Hangar Area CATEx Documentation
	Clay Center, KS 67432		
		Project Location	Clay Center, KS
Telephone	785.632.5454		
Client Contact	Kerry Rozman	Consultant PM	Brad Waller
Client Job No.		Consultant Job No.	

This Agreement is made by and between the City of Clay Center, KS, hereinafter called "Client," and Alfred Benesch & Company, hereinafter called "Consultant", for professional consulting services as specified herein. Consultant agrees to provide Client with requested consulting services more specifically described as follows (or shown in Attachment A):

The General Conditions and the following Attachments are hereby made a part of the Agreement:

- ☒ Attachment A: Scope of Services and Fee Estimate
☐ Attachment B: Schedule of Unit Rates
☐ Attachment C: _____
or
☐ Exhibit A: Work Authorizations specifying Method of Payment, Scope, and Fee

By signing this Agreement, Client acknowledges that it has read and fully understands this Agreement and all attachments thereto. Client further agrees to pay Consultant for services described herein upon receipt of invoice by Client for the Consultant's estimated fee as described below:

- ☒ By Lump Sum: \$25,670.00.
☐ By Time and Materials: \$ _____.
☐ By Other Payment Method (See Attachment ____): \$ _____.
☐ As shown on serially numbered Work Authorizations Using Exhibit A

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement:

CLIENT

BY: _____
AUTHORIZED REPRESENTATIVE

PRINT NAME: _____

TITLE: _____

DATE: _____, 20____

ALFRED BENESCH & COMPANY

BY: Bradley J. Waller
AUTHORIZED REPRESENTATIVE

PRINT NAME: Bradley J. Waller

TITLE: Vice President

DATE: November 13, 2023

BENESCH OFFICE: Manhattan

ADDRESS: 2627 KFB Plaza, Suite 102W

Manhattan KS 66503

PLEASE SIGN AND RETURN ONE COPY TO ALFRED BENESCH & COMPANY (ADDRESS ABOVE).



STANDARD TERMS AND CONDITIONS

SECTION 1 – Services by Consultant

1.1 General

Consultant shall provide services under this Agreement only upon request of the Client, and only to the extent defined and required by the Client. These services may include the use of outside services, outside testing laboratories, and special equipment.

Attachments to this Agreement are as identified on the signature page to this Agreement or using serially numbered Work Authorizations, and with these GENERAL CONDITIONS, are all as attached hereto, and made a part of this Agreement.

1.2 Scope of Services and Fees

The services to be performed by Consultant and the associated fee are attached hereto and made a part of this Agreement or by using serially numbered Work Authorizations, all as identified on the signature page to this Agreement, and shall be performed by the Consultant in accordance with the Client's requirements. The Scope of Services and Fee Estimate (Attachment A) is valid for sixty (60) days, after which Consultant reserves the right to revise the Scope or Fee Estimate.

It is mutually understood that Consultant's fee is not a firm contractual amount, except the total fee by the Consultant shall not be exceeded unless authorized in writing by the Client. The intent of the Scope of Services is to identify the services to be provided by Consultant. However, it is specifically understood that by written notice to Consultant, Client can decrease or, with concurrence of Consultant, increase the Scope of Services.

SECTION 2 – Payments to Consultant

2.1 Method of Payment

Payment for Consultant's personnel services and direct expenses shall be based on the Method of Payment which is identified on the signature page to this Agreement or serially numbered Work Authorizations, attached hereto, and made a part of this Agreement.

2.2 Payment for Personnel Services

2.2.1 Payment

Payment for the services rendered by Consultant's personnel shall be based on the hours of chargeable time and in accordance with Consultant's Schedule of Unit Rates, which is identified on the signature page to this Agreement and attached hereto, and made a part of this Agreement.

2.2.2 Chargeable Time

Chargeable time for Consultant's personnel is that portion of their time devoted to providing services requested by Client. Chargeable time for field personnel located away from Consultant's office for more than one week is a minimum of eight hours per day and five days per calendar week, except for Consultant observed legal holidays or during an employee's sick leave or vacation time. Travel

time from Consultant's office to an assigned work site, and return to Consultant's office, is chargeable time; or if more economical for Client, Consultant shall lodge its personnel overnight near the work site in lieu of traveling back to Consultant's office at the end of each work day.

2.2.3 Overtime Rates

The basis for payment to Consultant for each hour worked in excess of forty (40) hours in any calendar week shall be the applicable hourly rate as specified in the Schedule of Unit Rates.

2.3 Payment for Direct Expenses

2.3.1 Payment

For Direct Expenses incurred by Consultant, payment to Consultant by the Client shall be in accordance with Consultant's Schedule of Unit Rates.

2.3.2 Direct Expenses

For the purposes of this Agreement, Direct Expenses to be contracted and managed by Consultant and payable by Client to Consultant shall include: Outside Services including the services and reimbursable expenses for firms other than Consultant which are necessary for the work the Consultant is directed to perform; Laboratory Tests and related reports necessary for the work the Consultant is directed to perform, either by the Consultant or by an outside service for the Consultant; Special Equipment expenses including the costs of the Consultant locating, acquiring, leasing, or renting any equipment or facilities not currently owned, leased, or rented by Consultant at the time of the request for services which are necessary to enable Consultant to provide the services requested; vehicles furnished by Consultant for Consultant's authorized travels and for Consultant's field personnel; Per Diem expense or actual costs of maintaining Consultant's field personnel on or near the Project site, for each day of field assignment away from Consultant's office; and Other Direct Expenses associated with all services provided hereunder and identified in the Schedule of Unit Rates.

2.4 Payment Conditions

2.4.1 Consultant shall submit monthly invoices for all personnel services and direct expenses under this Agreement and a final invoice upon completion of services.

2.4.2 Invoices are due and payable upon receipt by Client. Interest at a rate of 1.5% per month, or the maximum allowed by law, will be charged on all past due amounts starting thirty (30) days after date of invoice. Payments will first be credited to interest and then to principal.

2.4.3 In the event of a disputed or contested invoice, Client must provide written notice to Consultant within ten (10) days of the date of any invoice, otherwise the invoice will be considered to be correct. In the event Client timely submits in writing a dispute on a particular invoice, only that portion so contested will be withheld from payment and the Client will pay the undisputed portion. No interest will accrue on any reasonably contested portion of the invoice until mutually resolved.

2.4.4 If Client fails to make payment in full to Consultant of amounts owed pursuant to this Section 2 within forty-five (45) days of the date of the invoice, Consultant may, after giving seven (7) days' written notice to Client, suspend services under this Agreement until paid in full, including interest. Consultant shall have no liability to Client for delays or damages caused by such suspension of services. Client agrees to pay all costs of collection, including reasonable attorney's fees, incurred by Consultant as a result of Client's failure to make payments in accordance with this Agreement. No final plans, documents or reports will be released for any purpose until Consultant has been paid in full.

2.4.5 The billing rates specified in the Schedule of Unit Rates for subsequent years shall be adjusted annually in accordance with Consultant's costs of doing business, subject to Client's review and concurrence.

SECTION 3 - Term of Agreement

3.1 Term

Consultant's obligations to perform under this Agreement shall extend from the date of execution until terminated by either party.

3.2 Abandonment of Work

Client shall have the absolute right to abandon any work requested hereunder or to change the general scope of the work at any time, and such action on its part shall in no event be deemed a breach of contract.

3.3 Termination of Agreement

3.3.1 Termination with Cause

The obligation to provide further services under this Agreement may be terminated with cause by either party by written notice stating the basis for the termination and providing 7 days to cure. The termination will be effective seven (7) days after delivery of written notice thereof if the basis for the termination has not been cured. In the event of termination by Consultant caused by failure of the Client to perform in accordance with the terms of this Agreement, Client shall pay for all services performed prior to the effective date of the termination, including all project termination expenses, collection fees and legal expenses. Consultant shall prepare a progress report, including information as to all the services performed by Consultant and the status of the services as of the date of the termination, and provide information and documents developed under the terms of this Agreement to the Client upon receipt of final payment. In the event of termination by the Client caused by failure by Consultant to perform in accordance with the terms of this Agreement, Consultant shall prepare a progress report, including information as to all the services performed by Consultant and the status of the services as of the date of the termination and provide information and documents developed under the terms of this Agreement to the Client. Upon receipt of all other information and documents, Client shall pay Consultant for services performed prior to the effective date of the termination.

3.3.2 Termination without Cause

Either party may, at its sole discretion, terminate this

Agreement without cause at any time. In the event of such termination, the terminating party will promptly notify and confirm the termination in writing to the other party. The termination will be effective seven (7) days after delivery of written notice thereof. Upon termination, Consultant shall prepare a progress report, including information as to all the services performed by Consultant and the status of the services as of the date of the termination, and provide information and documents developed under the terms of this Agreement to the Client upon receipt of final payment.

3.4 Payment for Work Upon Abandonment or Agreement Termination

If Client abandons requested work or terminates this Agreement, Consultant shall be paid on the basis of work completed to the date of abandonment or effective date of termination. Consultant shall perform no activities other than reasonable wrap-up activities after receipt of notice of abandonment or termination. Payment for the work shall be as established under Section II.

SECTION 4 - General Considerations

4.1 Assignment and Responsibility for Personnel

4.1.1 The assignment of personnel and all phases of the undertaking of the services which Consultant shall provide hereunder shall be subject to the oversight and general guidance of Client.

4.1.2 While upon the premises of Client or property under its control, all employees, agents, and subconsultants of Consultant shall be subject to Client's rules and regulations respecting its property and the conduct of its employees thereon.

4.1.3 However, it is understood and agreed that in the performance of the work and obligations hereunder, Consultant shall be and remain an independent Consultant and that the employees, agents or subconsultants of Consultant shall not be considered employees of or subject to the direction and control of Client. Consultant shall be responsible for the supervision and performance of all subconsultants which are to perform hereunder.

4.2 Insurance

4.2.1 Consultant shall furnish Client a certificate of insurance upon request showing amounts and types of insurance carried by Consultant, which certificate shall contain a commitment by the Insurance Company that during the time any work is being performed by Consultant under this Agreement it will give Client notice of cancellation or non-renewal of the insurance coverage shown on such certificates in accordance with policy provisions.

4.2.2 Any construction contracts relative to Consultant's Services shall require that the Client and Consultant be included as additional insureds on the contractor's and contractor's subcontractors' commercial general liability and commercial automobile liability insurance policies and that the coverage afforded Client and Consultant is primary to any insurance maintained by Client or Consultant and that Client and Consultant's insurance is non-contributory with any coverage afforded by contractor and subcontractors. Client will also require contractor and all subcontractors to purchase and maintain workers' compensation and employer's liability insurance.

Consultant will name the Client as additional insured on Consultant's commercial general liability insurance.

4.3 Successors and Assigns

4.3.1 Client and Consultant each binds itself and its partners, successors, executors, administrators, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns, and legal representatives of such other party, in respect to all covenants, agreements, and obligations of this Agreement.

4.3.2 Neither Consultant nor Client shall assign or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other party, except as stated in paragraph 4.3.1 and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Consultant from employing such independent consultants, associates, and subconsultants as it may deem appropriate to assist in the performance of services hereunder.

4.3.3 Nothing herein shall be construed to give any rights or benefits hereunder to any one other than Client and Consultant except as otherwise provided herein.

4.4 Compliance with Law

4.4.1 Consultant shall exercise the professional standard of care to comply with, and cause its subconsultants to comply with, applicable Federal, state, and local laws, orders, rules, and regulations in effect at the time services are rendered, and relating to the performance of the services Consultant is to perform under this Agreement. If the Scope of Services requires Consultant to prepare an application for a permit, Consultant does not represent or warrant that said permit or approval will be issued by any governmental body.

4.4.2 Neither the Consultant nor the Consultant's agents or employees shall discriminate against any employee or applicant for employment to be employed in the performance of this Agreement with respect to hiring, tenure, terms, conditions, or privileges of employment, because of race, color, religion, sex, or national origin.

4.5 Ownership and Reuse of Documents

4.5.1 All drawings, specifications, test reports, and other materials and work products which have been prepared or furnished by Client prior to this Agreement shall remain Client's property. Consultant shall be permitted to rely on Client furnished documents and Client shall make available to Consultant copies of these materials as necessary for the Consultant to perform the services requested hereunder.

4.5.2 All drawings, specifications, test reports, and other materials and work products, including computer aided drawings, designs, and other data filed on electronic media which will be prepared or furnished by Consultant (and Consultant's independent professional associates and subconsultants) under this Agreement, are instruments of

service in respect to the Project and Consultant shall retain an ownership and property interest therein whether or not the Project is completed. Client may make and retain copies for information and reference in connection with the use and the occupancy of the Project by Client and others; however, such documents are not intended or represented to be suitable for reuse by Client or others acting on behalf of Client on extensions of the Project or on any other project. Further, Consultant makes no warranty as to the compatibility of computer data files with computer software and software releases other than that used by Consultant in performing services herein, and to the condition or availability of the computer data after an acceptance period of thirty (30) days from delivery to Client. Any reuse without written verification or adaptation by Consultant for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to Consultant or to Consultant's independent professional associates or subconsultants, and Client shall indemnify and hold harmless Consultant and Consultant's independent professional associates and subconsultants from all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle Consultant to further compensation at rates to be agreed upon by Client and Consultant.

4.6 Consultant's Personnel at Project Site

4.6.1 The presence or duties of the Consultant personnel at a Project site, whether as onsite representatives or otherwise, do not make the Consultant or its personnel in any way responsible for those duties that belong to the Client and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the project documents and any health or safety precautions required by such construction work. The Consultant and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor or other entity or any other persons at the site except Consultant's own personnel.

4.6.2 To the extent Consultant's Scope of Work includes construction observation, the Consultant shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. Consultant neither guarantees the performance of the contractor(s) nor assumes responsibility for contractor(s)' failure to perform their work in accordance with the project documents.

4.7 Opinions of Cost, Financial Considerations, and Schedules

In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for the Project, the Consultant has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions. Consultant's opinions of probable Total Project Costs and Construction Costs provided for herein as appropriate are made on the basis of Consultant's experience and qualifications and represent Consultant's judgments as an experienced and qualified professional consultant familiar with the construction industry. Consultant makes no warranty that the Client's actual Total Project or Construction Costs, financial aspects, economic feasibility, or schedules will not vary from the Consultant's opinions, analyses, projections, or estimates. If Client wishes greater assurance as to any element of the Total Project or Construction cost, feasibility, or schedule, Client will employ an independent cost estimator, contractor, or other appropriate advisor.

4.8 Discovery of Unanticipated Pollutant and Hazardous Substance Risks

4.8.1 If Consultant, while performing the services, discovers pollutants and/or hazardous substances that pose unanticipated risks, it is hereby agreed that the scope of services, schedule, and the estimated cost of Consultant's services will be reconsidered and that this Agreement shall immediately become subject to renegotiation or termination.

4.8.2 In the event that the Agreement is terminated because of the discovery of pollutants and/or hazardous substances posing unanticipated risks, it is agreed that Consultant shall be paid for its total charges for labor performed and reimbursable charges incurred to the date of termination of this Agreement, including, if necessary, any additional labor or reimbursable charges incurred in demobilizing.

4.8.3 Client also agrees that the discovery of unanticipated pollutants and/or hazardous substances may make it necessary for Consultant to take immediate measures to protect health and safety. Consultant agrees to notify Client as soon as practically possible should unanticipated pollutants and/or hazardous substances be suspected or encountered. Client authorizes Consultant to take measures that in Consultant's sole judgment are justified to preserve and protect the health and safety of Consultant's personnel and the public. Client agrees to compensate Consultant for the additional cost of taking such additional precautionary measures to protect employees' and the public's health and safety. This section is not intended to impose upon Consultant any duties or obligations other than those imposed by law.

SECTION 5 - Professional Responsibility

5.1 Performance of Services

Consultant shall perform its services consistent with the professional skill and care ordinarily provided by firms practicing in the same or similar locality under the same or similar circumstances (hereinafter the "Standard of Care").

Consultant expressly disclaims all express or implied warranties and guarantees with respect to the performance of professional services, and it is agreed that the quality of such services shall be judged solely as to whether the services were performed consistent with the Standard of Care. Consultant owes Client only that level of performance defined in this Section 5.1, and nothing herein shall be construed as creating a fiduciary relationship.

If at any time prior to construction Client believes Consultant's services are deficient due to not meeting the Standard of Care, Client must immediately inform Consultant in writing and shall afford Consultant the opportunity to correct such deficiency. If, upon review by Consultant it is determined there is a deficiency that fails to meet the standard of care and it is attributable to Consultant, the deficiency shall be corrected at no additional cost to Client.

5.2 Limitation of Liability

Client and Consultant agree to allocate certain of the risks so that, to the fullest extent permitted by law, Consultant's total liability to Client is limited to the amount paid under the contract or \$50,000 whichever is greater, this being the Client's sole and exclusive remedy for any and all injuries, damages, claims, losses, expenses, or claim expenses (including attorney's fees) arising out of this Agreement from any cause or causes. Such causes include, but are not limited to, Consultant's negligence, errors, omissions, strict liability, breach of contract, or breach of warranty.

5.3 No Special or Consequential Damages

Client and Consultant agree that to the fullest extent permitted by law neither party shall be liable to the other for any special, indirect, or consequential damages whatsoever, whether caused by either party's negligence, errors, omissions, strict liability, breach of contract, breach of warranty, or other cause or causes.

5.4 Indemnification

To the fullest extent permitted by law, Client and Consultant mutually agree to indemnify and hold each other harmless from and against any and all claims, damages, losses and expenses, defense costs including reasonable attorneys' fees, and court or arbitration costs and other liabilities arising from their own negligent acts, errors or omissions in performance of their services under this Agreement, but only to the extent caused that each party is responsible for such damages, liabilities and costs on a comparative basis of fault.

5.5 No Third Party Beneficiaries

Client and Consultant expressly agree that this Agreement does not confer upon any third party any rights as beneficiary to this Agreement. Consultant accepts no responsibility for damages, if any, suffered by any third party as the result of a third party's use of the work product, including reliance, decisions, or any other action taken based upon it.

Client agrees that Consultant's services and work products are for the exclusive present use of Client. Client agrees

that Consultant's compliance with any request by Client to address or otherwise release any portion of the work product to a third party shall not modify, rescind, waive, or otherwise alter provisions of this Agreement nor does it create or confer any third party beneficiary rights on any third party.

SECTION 6 - Miscellaneous Provisions

6.1 Notices

Any notice to either party herein shall be in writing and shall be served either personally or by registered or certified mail addressed to the signing party shown on the signature page.

6.2 Joint Preparation

For purposes of contract interpretation and for the purpose of resolving any ambiguity in this Agreement, the parties agree that this Agreement was prepared jointly by them and/or their respective attorneys.

6.3 Headings

Headings used in this Agreement are for the convenience of reference only and shall not affect the construction of this Agreement.

6.4 Severability

If any of the provisions contained in this Agreement are held for any reason to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provision, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

6.5 Dispute Resolution

If negotiation in good faith fails to resolve a dispute within thirty (30) days of written notice of the dispute by either party, then the parties agree that, with the exception of claims that are subject to the applicable venue's small claims court jurisdiction, each dispute, claim or controversy arising from or related to this Agreement or the relationships which result from this Agreement shall be subject to mediation as a condition precedent to initiating legal or equitable actions by either party. Unless the parties agree otherwise, the mediation shall be in accordance with the Commercial Mediation Procedures of the American Arbitration Association then currently in effect. A request for mediation shall be filed in writing with the American Arbitration Association and the other party. No legal or equitable action may be instituted for a period of ninety (90) days from the filing of the request for mediation unless a longer period of time is provided by agreement of the parties. Cost of mediation shall be shared equally between the parties and shall be held in a location mutually agreed upon by the parties. The parties shall memorialize any agreement resulting from the mediation in a mediated settlement agreement, which agreement shall be enforceable as a settlement in any court having jurisdiction thereof.

During the pendency of any dispute, the parties shall continue diligently to fulfill their respective obligations

hereunder. Any dispute not resolved through mediation shall be subject to litigation in a court of competent jurisdiction in the state in which the project is located.

6.6 Equal Opportunity

Consultant will, in the performance of this Agreement, comply with federal, state, and local laws, and all regulations and orders issued under any applicable law related to equal employment opportunity, non-discrimination, or employment generally.

Consultant certifies that it will not knowingly employ or contract with a non-legal resident of the United States to perform work under this Agreement, and verifies or attempts to verify employee eligibility of its employees through participation in the U.S. Department of Homeland Security and Social Security Administration's E-Verify system.

6.7 Governing Law

This Agreement is to be governed by the laws of the jurisdiction in which the project is located. For locations outside of the United States, this Agreement shall be governed by the laws of the State of Illinois.

6.8 Entire Agreement

This Agreement, along with those documents specified, attached, or hereby cited together, and serially numbered Work Authorizations if used, constitute the entire Agreement between the parties hereto and no changes, modifications, extensions, terminations, or waivers of this Agreement, or other documents, or any of the provisions herein, or therein contained, shall be valid unless made in writing and signed by duly authorized representatives of both parties.

SUPPLEMENTAL CONDITIONS FOR SURVEY, ENVIRONMENTAL OR GEOTECHNICAL SERVICES

☒ ***Supplemental Condition is incorporated herein when the applicable box is checked.***

☒ **S.1 Location of Underground Utilities**

It shall be the Client's responsibility to locate and physically mark all underground utilities and structures which lie within the work area prior to the start of subsurface investigations. If the Client elects not to assume this responsibility, Client shall notify Consultant and shall compensate Consultant for all costs associated with locating and physically marking said underground utilities and structures over and above the estimated project fee. Client shall indemnify and hold Consultant harmless from any damages and delays resulting from unmarked or improperly marked underground utilities and structures. For reasons of safety, Consultant will not begin work until this has been accomplished.

☒ **S.2 Subsurface Investigations**

In soils, foundation, groundwater, and other subsurface investigations, the actual characteristics might vary significantly between successive test points and sample intervals and at locations other than where observations, exploration, and investigations have been made. Because of the inherent uncertainties in subsurface evaluations, changed or unanticipated underground conditions may occur that could affect Project cost and/or execution. These conditions and cost/execution effects are not the responsibility of the Consultant.

☒ **S.3 Disposition of Samples and Equipment**

S.3.1 Disposition of Samples

No samples and/or materials will be kept by Consultant

longer than thirty (30) days after submission of the final report unless agreed otherwise.

S.3.2 Hazardous or Potentially Hazardous Samples and Materials

In the event that samples and/or materials contain or are suspected to contain substances or constituents hazardous or detrimental to health, safety, or the environment as defined by federal, state, or local statutes, regulations, or ordinances, Consultant will, after completion of testing, return such samples and materials to Client, or have the samples and materials disposed of in accordance with Client's directions and all applicable laws. Client agrees to pay all costs associated with the storage, transportation, and disposal of samples and materials. Client recognizes and agrees that Consultant at no time assumes title to said samples and materials, and shall have no responsibility as a handler, generator, operator, transporter, or disposer of said samples and materials.

S.3.3 Contaminated Equipment

All laboratory and field equipment contaminated in Consultant's performance of services will be cleaned at Client's expense. Contaminated consumables will be disposed of and replaced at Client's expense. Equipment (including tools) which cannot be reasonably decontaminated shall become the property and responsibility of Client. At Client's expense, such equipment shall be delivered to Client, or disposed of in the same manner specified in S.3.2 above. Client agrees to pay Consultant the fair market value of any such equipment which cannot reasonably be decontaminated and is delivered to Client pursuant to this Agreement.

CATEX Documentation

The Proposed Action is eligible for a Documented CATEX according to Federal Aviation Administration (FAA) Order 1050.1F Paragraph 5-6.4a and Paragraph 5-6.4f CATEX for Facility Siting, Construction, and Maintenance, which state:

Paragraph 5-6.4a: “**Access road construction**, and construction, relocation, or repair of entrance and service roadways that do not reduce the level of service on local traffic systems below acceptable levels.”

Paragraph 5-6.4f: “Federal financial assistance, licensing, Airport Layout Plan (ALP) approval, or FAA construction or **limited expansion** of accessory on-site structures, including storage buildings, garages, hangars, **t-hangars**, **small parking areas**, signs, fences, and other essentially similar minor development items.”

This task will be completed in accordance with FAA’s ARP SOP 5.1 Standard Operating Procedures (SOP) CATEX Determinations, FAA Order 5050.4B, NEPA Implementing Instruction for Airport Actions, and FAA Order 1050.1F, Environmental Impacts Policies and Procedures, and other Council on Environmental Quality (CEQ) guidelines and requirements. This CATEX will determine whether any potential impacts are significant enough to necessitate a higher level of analysis. If impacts are identified that require additional analysis beyond those included in this Scope, it will be amended accordingly.

Based on communication with FAA Central Region Environmental Program Manager, Scott Tener, there are concerns regarding potential archeological resources and wetlands in the project area. While all resources in the CATEX form will be evaluated, Benesch will focus on these two areas to determine potential impacts that would require further evaluations or permitting.

Project Management / Agency Coordination

Project Management includes administrative tasks to document project progress, coordination with Sponsor, Engineer, and FAA. Agency coordination will be conducted on an as needed basis. The determination to consult with any regulatory agency will be based on the results of environmental investigations associated with the CATEX. This scope assumes minimal agency coordination due to the type of projects and disturbance area. The results of any coordination efforts will be included (if applicable) and referenced in the CATEX document.

Assumptions:

- The two agencies of concern will be Kansas SHPO and US Army Corps of Engineers.
- Letters may need to be submitted to Kansas Department of Health and Environment, US Fish and Wildlife Service, and other agencies.

Project Description, Location, and Justification

Benesch will concisely describe, in both written and graphic format, the Airport’s Proposed Action in sufficient detail and clarity using terms that are understandable to individuals unfamiliar with aviation activities. This section of the CATEX document will be supported using figures, tables, and/or appendices and is expected to include information describing project location, project area description, project purpose, project need, supporting FAA regulations, and time frame.

Assumptions:

- Information provided by the Engineer will be adequate to develop this section in enough detail to satisfy NEPA requirements. If additional justification is deemed necessary, an amendment to this Scope will be required to develop supplemental data.

Preliminary Wetland Determination Field Visit and Data Collection

Benesch will conduct an on-site field visit to identify potential wetlands, as well as other protected resources. An assessment of online map and data records will be conducted and an information request for previous environmental documentation, permits, etc. will be submitted. The field visit will include data collection, completion of appropriate forms, and photographs of the Project Area.

Due to the project schedule, the field visit will be conducted outside the growing season, and therefore, will only consist of a preliminary wetland determination (i.e. to determine if wetlands are present). Limited shovel testing and hydrology assessment will be conducted, and the effort will be focused primarily on vegetation. If the site has been mowed recently, or extensively manipulated over the growing season, it may be difficult to identify plant species. Benesch will make a professional effort to identify species and use aerial photographs to determine the presence and possible boundaries any wetlands and map them on the site.

If a wetland delineation is required, including a farmed wetland determination, and depending on the location and potential for impacts, one would be conducted during the growing season (Spring 2024), and would require a supplement to this contract.

Assumptions:

- Sponsor will provide previously complete environmental studies, agency correspondence, and other background information needed to prepare the documentation.
- Sponsor will provide access to the airport and proposed t-hangar construction areas.
- Additional environmental resource field surveys or modeling (i.e., wetlands delineation, environmental site assessment [ESA], etc.) and other focused efforts (i.e. Section 7 Consultation, Section 404 permitting, etc.) are not included in this Scope of Services.

Archeological Survey

Benesch will conduct a file search (Phase I) and archeological survey (Phase II) for the t-hangar construction area. Prior to the field reconnaissance, Benesch will conduct a file search through the Kansas State Historic Preservation Office and State Archeology Office online KSHS Map Viewer Archeological GIS. A preliminary review of the project area indicates there are no previously recorded sites or surveys in the project Area of Potential Effects (APE), however, seven archeological sites and eight prior surveys are recorded within a two-mile radius.

Benesch will survey the planned hangar area, with transects spaced no more than 20 meters apart. The survey will follow established standards for Phase II surveys in Kansas. Areas of steep terrain (greater than 35 percent slope) will be visually inspected, but not surveyed. Shovel tests will be placed in areas with poor surface visibility. Given that the APE is on a level Republican River terrace, the Kansas SHPO will likely require excavation of several small backhoe trenches to determine if deeply buried sites may be present. These will require a backhoe operator (local contractor or plumber) or city staff can be used.

If cultural material is found, the archaeologist will closely inspect the area around the discovery to determine if a site or isolated find is present. The resource will be fully documented on the appropriate Kansas Archeological Site Forms and its location recorded with a GPS unit capable of submeter accuracy. Upon completion of fieldwork, Benesch will prepare a summary report that details the findings of the survey and offer recommendations for further action. The report will be accompanied by project area maps and completed site forms. The report will be submitted digitally to the SHPO for review.

Assumptions:

- Up to four acres will be surveyed.
- Fieldwork will take a one-person crew three days to complete.
- If site density is higher than budgeted, a cost modification would be required to cover the additional time and effort to record and report on these resources.
- No Tribal coordination or consultation will be required. If additional coordination or surveys are required, they will be added by supplement.

Prepare CATEX Documentation

Benesch will prepare the CATEX documentation according to SOP 5.1 CATEX Determinations. If there are any impacts which require extensive research, the additional work shall be done under a separate contract. An electronic version of the draft CATEX will be provided to the Sponsor and the FAA for review. Following the review, all agreed-upon revisions will be made and a final CATEX will be provided to the Sponsor and the FAA for approval.

Assumptions:

- The Sponsor and the FAA will review and provide comments on the draft CATEX.
- One round of comments will be conducted by the Sponsor and the FAA.

SUMMARY OF SERVICES

Benesch's scope of work for this CATEX project can be broken into five phases as follows: (labor and expenses are shown for each)

- Phase 1 – Project Management/Agency Coordination
 - 16 hours - \$3,120
- Phase 2 – Existing Conditions Assessment
 - 16 hours - \$1,920
- Phase 3 – Wetland Determination/Field Review
 - 8 hours - \$1,000 (field work) + \$250 (mileage)
 - 24 hours - \$2,880 (data collection and reporting)
- Phase 4 – Archeology Services
 - 24 hours - \$3,600 (field work) + \$250 (mileage) + \$200 (hotel) + \$150 (meals)
 - 40 hours - \$6,000 (reporting)
 - Trench Excavation (roughly \$1,500 in costs for local backhoe contractor)
- Phase 5 – Prepare CATEX Documentation
 - 40 hours - \$4,800 (reporting and reviews)

Total Cost \$25,670