



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

Tuesday, September 17, 2024
5:30 p.m.

1. CALL TO ORDER

- A. Roll Call
- B. Pledge of Allegiance

2. PUBLIC HEARING

- A. 2025 Revenue Neutral Rate Hearing
- B. Resolution No. 1669 Levy a Property Tax Rate Exceeding the Revenue Neutral Rate
- C. 2025 Budget Hearing
- D. Adoption of 2025 Budget

3. MAYOR REPORT

- A. Updates

4. CITY CLERK REPORT

- A. Updates

5. STAFF REPORTS/COMMUNICATIONS

- A. 9/3/2024 PUC Minutes
- B. Appropriation Ordinances 2754 & 2755
- C. August Financial Reports

6. CITY ATTORNEY REPORT

- A. Updates

7. CONSENT AGENDA

- A. 9/3/2024 City Council Meeting Minutes
- B. Appropriation Ordinances 4045 & 4046

8. ORDINANCES

- A. None

9. RESOLUTIONS

- A. None

10. FORMAL ACTIONS

- A. Dexter Park Bandshell Concrete Bid Approval
- B. Alcohol Liquor by the Drink License- 15-24 Brew House, LLC
- C. Multi-Generational Life Center Survey and Civil Engineering Design Proposal Approval
- D. Multi-Generational Life Center Geotech Proposal Approval
- E. Health Care Facilities Revenue Bonds (Presbyterian Manors, Inc.) Issuance Approval

COMMITTEE REPORTS

1. ADMINISTRATIVE

- A. Updates

2. PUBLIC SAFETY

- A. Updates

3. PUBLIC SERVICES

- A. Updates

4. PROPERTY & RECREATION

- A. Updates

5. ADJOURNMENT



CENTERED AROUND COMMUNITY

CITY OF CLAY CENTER
427 COURT STREET, P.O. BOX 117
CLAY CENTER, KANSAS 67432-0117

Notice of Revenue Neutral Rate Intent

**THE GOVERNING BODY OF CLAY CENTER, KANSAS HEREBY NOTIFIES
THE CLAY COUNTY CLERK OF INTENT TO EXCEED THE REVENUE
NEUTRAL RATE;**



Yes, we intend to exceed the Revenue Neutral Rate and our proposed mill levy rate is 59.632. The date of our hearing is Tuesday, September 17, 2024 at 5:30 p.m. and will be held at City Hall, 427 Court Street, Clay Center, Kansas.



No, we do not plan to exceed the Revenue Neutral Rate and will submit our budget to the County Clerk on or before August 25, 2024.

WITNESS my hand and official seal on Wednesday, July 17, 2024.

Amelia Blackwood

Amelia Blackwood, City Clerk



Before the Governing Body of the City of Clay Center, Kansas

RESOLUTION NO. 1669

**A RESOLUTION OF THE CITY OF CLAY CENTER, KANSAS TO LEVY A
PROPERTY TAX RATE EXCEEDING THE REVENUE NEUTRAL RATE**

WHEREAS, the Revenue Neutral Rate for the City of Clay Center, Kansas was calculated as 59.632 mills by the Clay County Clerk; and

WHEREAS, the budget proposed by the Governing Body of the City of Clay Center, Kansas will require the levy of a property tax rate exceeding the Revenue Neutral Rate; and

WHEREAS, the Governing Body held a hearing on September 17, 2024 allowing all interested taxpayers desiring to be heard an opportunity to give oral testimony; and

WHEREAS, the Governing Body of the City of Clay Center, Kansas having heard testimony, still finds it necessary to exceed the Revenue Neutral Rate.

**BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CLAY CENTER,
KANSAS THAT:**

The City of Clay Center, Kansas shall levy a property tax rate exceeding the Revenue Neutral Rate of 59.632 mills.

This resolution shall take effect and be in force immediately upon its adoption and shall remain in effect until future action is taken by the Governing Body.

PASSED BY THE COUNCIL AND APPROVED BY THE MAYOR ON SEPTEMBER 17, 2024.

James R. Thatcher, Mayor

Attest:

Amelia Blackwood, City Clerk
(SEAL)

2025

will meet on September 17, 2024 at 5:30 PM at 427 Court Street Clay Center KS for the purpose of hearing and answering objections of taxpayers relating to the proposed use of all funds, the amount of ad valorem tax and the Revenue Neutral Rate.

Detailed budget information is available at Clay Center City Hall and will be available at this hearing.

Proposed Budget 2025 Expenditures and Amount of 2024 Ad Valorem Tax establish the maximum limits of the 2025 budget.
Estimated Tax Rate is subject to change depending on the final assessed valuation.

Outstanding Indebtedness,			
January 1,	2022	2023	2024
G.O. Bonds	6,315,000	5,750,000	5,180,000
Revenue Bonds	0	0	0
Other	392,714	331,539	268,629
Lease Purchase Principal	3,904,913	3,590,678	6,593,945
Total	10,612,627	9,672,217	12,042,574

****Revenue Neutral Rate as defined by KSA 79-2988**

City Official Title: City Clerk

CERTIFICATE
To the Clerk of Clay County, State of Kansas
We, the undersigned, officers of
City of Clay Center

2025

certify that: (1) the hearing mentioned in the attached publication was held;
(2) after the Budget Hearing this budget was duly approved and adopted as the
maximum expenditures for the various funds for the year 2025; and
(3) the Amount(s) of 2024 Ad Valorem Tax are within statutory limitations.

		2025 Adopted Budget		
Table of Contents:	Page No.	Budget Authority for Expenditures	Amount of 2024 Ad Valorem Tax	Final Tax Rate (County Clerk's Use Only)
Allocation of MVT, RVT, 16/20M Vehicle Tax	2			
Schedule of Transfers	3			
Statement of Indebtedness	4			
Statement of Lease-Purchases	5			
Computation to Determine State Library Grant	6			
Fund	K.S.A.			
General	12-101a	7	5,170,807	1,856,900
Debt Service	10-113	8	151,200	103,764
Library	12-1220	9	243,933	219,762
Industrial		10	35,000	30,863
		10		
Special Highway		11	458,421	
Airport		11	182,500	
Connecting Link		12	1,200,000	
Special Improvement		12	29,791	
Special Park & Rec		13	29,124	
Wastewater		13	683,294	
Solid Waste/Recycling		14	516,950	
Street Sales Tax		14	1,133,686	
Pool Sales Tax		15	430,550	
		15		
Electric System		16	12,305,500	
Water System		17	4,303,000	
Non-Budgeted Funds-A		18		
Non-Budgeted Funds-B		19		
Non-Budgeted Funds-C		20		
Totals for City	xxxxxx	26,873,756	2,211,289	
Recreation	12-1927	9	135,200	74,177
Totals Including Recreation	xxxxxx	27,008,956	2,285,466	
Budget Hearing Notice				County Clerk's Use Only
Combined Rate and Budget Hearing Notice	21			
RNR Hearing Notice				
Neighborhood Revitalization	22			Nov 1, 2024 Total Assessed Valuation

City Revenue Neutral Rate 59.632
Does budget require a resolution to exceed the Revenue Neutral Rate? YES

Assisted by:
Gordon CPA LLC

Address:
4205 W. 6th Street, Ste. C
Lawrence, KS 66049
Email:
sgordon@cpagordon.com

Attest: 2024

County Clerk

Governing Body

CPA Summary

Minutes of Meeting
Of
Public Utilities Commission
September 3, 2024

The Public Utilities Commission met in regular session with Chairman Brad Dieckmann presiding by Microsoft Teams. Present were Commissioner Aaron Floersch, Commissioner Bill Callaway and Office Manager Liana Hess.

The minutes held August 19, 2024 were presented for approval. There being no objections, they were approved as read.

The Appropriations Ordinance No. 2752 (Payroll) was presented for approval. It was moved by Commissioner Bill Callaway and seconded by Commissioner Aaron Floersch to pay the claims. The vote was all yeas.

The Appropriations Ordinance No. 2753 (Bills) was presented for approval. It was moved by Commissioner Aaron Floersch and seconded by Commissioner Bill Callaway to pay the claims. The vote was all yeas.

On August 29, 2024, the service territory agreement with Bluestem Electric Cooperation was finalized. Supt. Graves will file it with the Register of Deeds and will wait for the Kansas Corporation Commission to update the service territory map.

Fairbanks Morse has reported to Supt. Graves that the parts for the MANN engine are enroute to the Houston office. They are waiting for the software to be obtained and are hoping to be at the Clay Center Power Plant by the end of September.

EMC was on site this week for a Loss Control Audit. The Water Treatment Plant, the two water towers and the zoo were audited. The signage at the zoo was the only thing that will need to be looked at. Supt. Graves said he will visit with Bruce Wingerd, attorney about what was talked about regarding signage.

The Commission received and reviewed a proposed splash pad for the zoo. Supt. Graves reported the cost for the splash pad at an equipment only price and a totally installed price. He asked for permission from the Commission to contact a gentleman who does fundraising to assist in obtaining the remaining funds needed to complete the project. Donations have been received and designated for the splash pad already. After discussion, Commissioner Bill Callaway moved to table the splash pad project and meet with the Zoo Fundraising Committee at the September 16th Public Utilities Commission meeting. Commissioner Dieckmann seconded the motion. Commissioner Bill Callaway and Commissioner Brad Dieckmann voted yes. Commissioner Aaron Floersch voted no.

Supt. Graves reported:

- (1.) Sargent Drilling has finalized the acidizing of Well #2. It is now being chlorinated.
- (2.) The Meadowlark – US 24 water project has been asked by the engineer to hydro excavate the gasket areas. These gaskets need to be replaced.
- (3.) The Power Plant ran engines seven days in August. He has been in contact with Power Plant Operator Ben Willroth regarding KPERS disability.
- (4.) He has researched the land Brenda Peterson has said she will be selling. The property is landlocked and not assessable for anything that the Public Utilities Commission would need at this time.
- (5.) A cheetah that has had seizures in the past has experienced another one. Zookeeper Garrett Payne will take the cheetah to KSU Veterinary Clinic for a CT and MRI procedures to try and pinpoint the reason for the seizures.
- (6.) The restrooms are being worked on at the Welcome Center.

There being no further business, the Commission Meeting adjourned.



Scott Graves, Supt. of Utilities

PUBLIC UTILITIES COMMISSION
City of Clay Center, Kansas

TO THE MAYOR AND THE COUNCIL

We hereby certify that the following is a true and correct statement of the amounts due the several individuals, firms and corporations for labor and/or supplies furnished the MUNICIPAL LIGHT AND WATER PLANT. The amounts are correct due and unpaid.

For the period of

August 21, 2024 TO September 3, 2024

Base	Federal	S.S.
74,457.16	5,082.42	5,523.93

State	Other Deduc	Retirement
3,235.41	3,552.20	4,341.78

NET \$52,687.63

SS Employers	Retirement Employers
5,523.93	7,424.46

Car Allowance	Dental
-33.79	-512.76

TOTAL \$86,859.00

State of Kansas, Clay County ss

Scott Glaves

Being duly sworn, says that the above accounts are just, correct and remains due and unpaid.

Superintendent

Subscribed and sworn to before me this

16th day of September 2024

Amelia Blackwood, City Clerk

Approved by Ord. No.

2754

[Signatures]
Commissioners



PUBLIC UTILITIES COMMISSION

City of Clay Center, Kansas

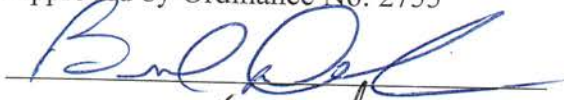
TO THE MAYOR AND COUNCIL:

We hereby certify that the following is a true and correct statement of the amounts due the several individuals, firms and corporations for labor and/or supplies furnished the MUNICIPAL LIGHT & WATER PLANT. The amounts are correct due and unpaid.

For first half of September 2024

Date. September 16, 2024

Approved by Ordinance No. 2755

A blue ink signature, likely of the Mayor, written over a horizontal line.A black ink signature, likely of a Commissioner, written over a horizontal line.A black ink signature, likely of a Commissioner, written over a horizontal line.
Commissioners

ACCOUNTS PAYABLE REPORT

VENDOR NAME ACCOUNT	LINE	INVOICE NUMBER	REFERENCE	PAYMENT AMOUNT
AIR REGULATIONS CONSULTING PRODUCTION EXPENSES	PLANT MAINTENANCE	2469	COMPLIANCE CERTIFICATION EMISSIONS	3,087.50
***** VENDOR TOTAL *****				3,087.50
ANDERSON EQUIPMENT PRODUCTION EXPENSES	PLANT MAINTENANCE	11624	THROTTLE CONTROL UNIT	40.96
***** VENDOR TOTAL *****				40.96
BCBS OF KANSAS COMMERCIAL AND GENERAL	BLUE CROSS BLUE SHIELD	020575401		34,517.53
COMMERCIAL AND GENERAL	BLUE CROSS BLUE SHIELD	020575401		14,793.23
***** VENDOR TOTAL *****				49,310.76
BORDER STATES INDUSTRIES DISTRIBUTION EXPENSES	SYSTEM MAINTENANCE	928963717	INSULATION TAPE	794.43
***** VENDOR TOTAL *****				794.43
CENTRAL VALLEY AG DISTRIBUTION EXPENSES	AUTO AND TRUCK EXPENSE	9162024	FUEL	1,300.39
DISTRIBUTION EXPENSES	AUTO AND TRUCK EXPENSE	9162024	FUEL	557.31
***** VENDOR TOTAL *****				1,857.70
CINTAS CORPORATION #451 PRODUCTION EXPENSES	PLANT MAINTENANCE	4201160479	MATS, MOPS, TOWELS	88.64
PRODUCTION EXPENSES	PLANT MAINTENANCE	4201893929	MATS, MOPS, TOWELS	88.64
PRODUCTION EXPENSES	PLANT MAINTENANCE	4202608640	MATS, MOPS, TOWELS	88.64
PRODUCTION EXPENSES	PLANT MAINTENANCE	4203341402	MATS, MOPS, TOWELS	88.64
COMMERCIAL AND GENERAL	UNIFORM EXPENSE	4201160538	UNIFORMS	102.49
COMMERCIAL AND GENERAL	UNIFORM EXPENSE	4201894029	UNIFORMS	215.66
COMMERCIAL AND GENERAL	UNIFORM EXPENSE	4202608691	UNIFORMS	131.68
COMMERCIAL AND GENERAL	UNIFORM EXPENSE	4203341432	UNIFORMS	124.15
COMMERCIAL AND GENERAL	UNIFORM EXPENSE	4201160538	UNIFORMS	43.93
COMMERCIAL AND GENERAL	UNIFORM EXPENSE	4201894029	UNIFORMS	92.43
COMMERCIAL AND GENERAL	UNIFORM EXPENSE	4202608691	UNIFORMS	56.44
COMMERCIAL AND GENERAL	UNIFORM EXPENSE	4203341432	UNIFORMS	53.21
***** VENDOR TOTAL *****				1,174.55
CITY OF CLAY CENTER TRANSFER ACCOUNTS	TRANSFER TO CITY SOLID WASTE	8162024		23,338.56
***** VENDOR TOTAL *****				23,338.56
CITY OF CLAY CENTER TRANSFER ACCOUNTS	TRANSFER TO CITY SUBSIDY	8162024		13,832.66

ACCOUNTS PAYABLE REPORT

VENDOR NAME ACCOUNT	LINE	INVOICE NUMBER	REFERENCE	PAYMENT AMOUNT
CITY OF CLAY CENTER				
***** VENDOR TOTAL *****				13,832.66
CITY OF CLAY CENTER TRANSFER ACCOUNTS	TRANSFER TO CITY SUBSIDY	8162024		5,380.13
***** VENDOR TOTAL *****				5,380.13
CITY OF CLAY CENTER TRANSFER ACCOUNTS	TRANSFER TO CITY SEWAGE	8162024		57,667.47
***** VENDOR TOTAL *****				57,667.47
CLAY COUNTY LUMBER & SUPPLY				
PRODUCTION EXPENSES	PLANT MAINTENANCE	238152	LASER, TRIPOD, BATTERY	385.41
DISTRIBUTION EXPENSES	SYSTEM MAINTENANCE	237314	KEYS	13.12
DISTRIBUTION EXPENSES	ZOO WELCOME CENTER	236865	MASONARY SCREWS	38.99
DISTRIBUTION EXPENSES	ZOO WELCOME CENTER	236943	PRIMER, PAINT	472.45
DISTRIBUTION EXPENSES	ZOO WELCOME CENTER	236950	SPONGE SANDING	7.59
DISTRIBUTION EXPENSES	ZOO WELCOME CENTER	237169	CHIMS, NAIL BRAD STRIP	45.44
DISTRIBUTION EXPENSES	ZOO WELCOME CENTER	237183	DRYWALL NAIL	6.99
DISTRIBUTION EXPENSES	ZOO WELCOME CENTER	237199	CIRCUIT BREAKER	31.98
DISTRIBUTION EXPENSES	ZOO WELCOME CENTER	237205	CAULK	25.57
DISTRIBUTION EXPENSES	ZOO WELCOME CENTER	237320	CAULK, SPONGE	10.27
DISTRIBUTION EXPENSES	ZOO WELCOME CENTER	237555	PAINT TRAY	7.99
DISTRIBUTION EXPENSES	ZOO WELCOME CENTER	237953	PRIMER, ROLLER, SANDING PAPER	29.97
DISTRIBUTION EXPENSES	ZOO WELCOME CENTER	237956	ROLLER COVER	10.99
DISTRIBUTION EXPENSES	ZOO WELCOME CENTER	237978	CEDAR SHIMS	12.98
DISTRIBUTION EXPENSES	ZOO WELCOME CENTER	238071	TRIM SCREWS, SPONGE SANDING 8 X 3	46.35
DISTRIBUTION EXPENSES	ZOO WELCOME CENTER	238248	CEDAR SHIMS. 9X3 EXT TN SABER	23.86
DISTRIBUTION EXPENSES	ZOO WELCOME CENTER	238292	TRIM SCREWS, DRIVE BIT	30.85
DISTRIBUTION EXPENSES	ZOO WELCOME CENTER	238363	2-1/4" PINE COL CASING, ROLLER COVER	118.10
DISTRIBUTION EXPENSES	ZOO WELCOME CENTER	238364	RETURN - 21/4" PINE CASING	68.94-
DISTRIBUTION EXPENSES	ZOO WELCOME CENTER	238425	DRILL BIT	9.98
DISTRIBUTION EXPENSES	ZOO WELCOME CENTER	238718	ROLLER, TRAY, CAULK	31.35
DISTRIBUTION EXPENSES	ZOO WELCOME CENTER	238893	WEATHERSTRIP	25.96
DISTRIBUTION EXPENSES	ZOO WELCOME CENTER	238915	RETURN WEATHERSTRIP	12.98-
DISTRIBUTION EXPENSES	ZOO WELCOME CENTER	239177	CIRC SAW BLADE	59.99
DISTRIBUTION EXPENSES	ZOO WELCOME CENTER	239183	PANEL LOCKS	90.30
DISTRIBUTION EXPENSES	ZOO WELCOME CENTER	239249	6 X 1-1/4	6.99
DISTRIBUTION EXPENSES	ZOO WELCOME CENTER	239806	SEALANT	39.39
DISTRIBUTION EXPENSES	ZOO WELCOME CENTER	239830	ELBOW	14.99
DISTRIBUTION EXPENSES	ZOO WELCOME CENTER	239914	CLEANER, COUPLING	87.74
DISTRIBUTION EXPENSES	ZOO WELCOME CENTER	240057	REFUND - TAX	3.42-
DISTRIBUTION EXPENSES	ZOO WELCOME CENTER	240669	WALL PLATES	8.86
***** VENDOR TOTAL *****				1,609.11
CLAY VETERINARY CLINIC				
DISTRIBUTION EXPENSES	ANIMAL MAINTENANCE	11124	LEMUR EXAM	49.50
DISTRIBUTION EXPENSES	ANIMAL MAINTENANCE	11260	LEMUR FOOT	160.50

ACCOUNTS PAYABLE REPORT

VENDOR NAME ACCOUNT	LINE	INVOICE NUMBER	REFERENCE	AMOUNT	PAYMENT
CLAY VETERINARY CLINIC DISTRIBUTION EXPENSES	ANIMAL MAINTENANCE	11822	FALCON EXAM	49.46	
***** VENDOR TOTAL *****				259.46	
COMPLIANCE ONE COMMERCIAL AND GENERAL	DRUG & ALCOHOL TESTING	319819	DRUG & ALCOHOL TESTING	48.20	
COMMERCIAL AND GENERAL	DRUG & ALCOHOL TESTING	319819	DRUG & ALCOHOL TESTING	20.65	
***** VENDOR TOTAL *****				68.85	
D. C. & B. SUPPLY CO. DISTRIBUTION EXPENSES	SYSTEM MAINTENANCE	8637	METER	972.63	
***** VENDOR TOTAL *****				972.63	
DOLLAR GENERAL - CHARGED PRODUCTION EXPENSES	PLANT MAINTENANCE	1001329004	CLEANING SUPPLIES	34.26	
PRODUCTION EXPENSES	PLANT MAINTENANCE	1001331048	CLEANING SUPPLIES	23.82	
PRODUCTION EXPENSES	PLANT MAINTENANCE	1001332296	CLEANING SUPPLIES	80.21	
COMMERCIAL AND GENERAL	MISCELLANEOUS EXPENSE	1001330611	MISC.- OFFICE	20.79	
COMMERCIAL AND GENERAL	MISCELLANEOUS EXPENSE	1001330611	MISC.- OFFICE	8.90	
***** VENDOR TOTAL *****				167.98	
GIBSONS PRODUCTS CO. #8259L PRODUCTION EXPENSES	PLANT MAINTENANCE	376934	TARP	32.83	
PRODUCTION EXPENSES	PLANT MAINTENANCE	376921	BALL VALVE, COUPLING, NIPPLE	31.36	
PRODUCTION EXPENSES	PLANT MAINTENANCE	376922	ELBOW, COUPLING, NIPPLES	16.96	
PRODUCTION EXPENSES	PLANT MAINTENANCE	376984	COUPLINGS, CAP, HOSE MENDR	57.50	
DISTRIBUTION EXPENSES	ANIMAL MAINTENANCE	376872	GUINEA PIG FOOD, PARAKEET FOOD	39.39	
***** VENDOR TOTAL *****				178.04	
HAWKINS, INC. PRODUCTION EXPENSES	WTP CHEMICALS	6811144	COPPER SULFATE	475.83	
PRODUCTION EXPENSES	WTP CHEMICALS	6837754	TOTES	100.00	
PRODUCTION EXPENSES	WTP CHEMICALS	6839362	AZONE, SODIUM BISULFITE, SODIUM HYDROXIDE	8,652.73	
***** VENDOR TOTAL *****				9,228.56	
KANSAS GAS SERVICE PRODUCTION EXPENSES	PLANT MAINTENANCE	8162024-1	512427192 1453353 27	100.79	
PRODUCTION EXPENSES	PLANT MAINTENANCE	8162024-2	512427192 1453354 45	69.29	
PRODUCTION EXPENSES	PLANT MAINTENANCE	8162024-3	512427192 1453352 09	68.26	
PRODUCTION EXPENSES	GAS	8162024	510000297 1562841 00	7,983.05	
DISTRIBUTION EXPENSES	ANIMAL MAINTENANCE	8162024-4	510000297 2041258 36	48.03	
DISTRIBUTION EXPENSES	ANIMAL MAINTENANCE	8162024-5	510000297 2041268 45	78.39	

ACCOUNTS PAYABLE REPORT

VENDOR NAME ACCOUNT	LINE	INVOICE NUMBER	REFERENCE	PAYMENT AMOUNT
KANSAS GAS SERVICE				
***** VENDOR TOTAL *****				8,347.81
KANSAS MUNICIPAL UTILITIES INC COMMERCIAL AND GENERAL	ELECTRIC APPRENTICESHIP	19160	POWER PLANT TECH PROGRAM - VALERIAN KONDRATIEFF	500.00
***** VENDOR TOTAL *****				500.00
KANSAS ONE-CALL SYS., INC. DISTRIBUTION EXPENSES	LOCATE EXPENSE	4080538	LOCATES (68)	57.12
DISTRIBUTION EXPENSES	LOCATE EXPENSE	4080538	LOCATES (68)	24.48
***** VENDOR TOTAL *****				81.60
KANSAS POWER POOL PRODUCTION EXPENSES	PURCHASED POWER	9162024	SERVICE MONTH - AUGUST 2024	381,811.98
***** VENDOR TOTAL *****				381,811.98
KANSASLAND TIRE PRODUCTION EXPENSES	PLANT MAINTENANCE	41229	TIRE	172.75
PRODUCTION EXPENSES	PLANT MAINTENANCE	41431	2 - USED TIRES	91.50
***** VENDOR TOTAL *****				264.25
KIERS THRIFTWAY DISTRIBUTION EXPENSES	ANIMAL MAINTENANCE	2330	BANANAS	1.38
DISTRIBUTION EXPENSES	ANIMAL MAINTENANCE	3625	BANANAS	2.73
DISTRIBUTION EXPENSES	ANIMAL MAINTENANCE	5608	BANANAS	.88
DISTRIBUTION EXPENSES	ANIMAL MAINTENANCE	5848	GRAPES	17.11
***** VENDOR TOTAL *****				22.10
MCMASTER - CARR PRODUCTION EXPENSES	PLANT MAINTENANCE	32597393	O-RINGS	77.21
***** VENDOR TOTAL *****				77.21
MIDWESTERN SECURITY, LLC COMMERCIAL AND GENERAL	MISCELLANEOUS EXPENSE	283	INTRUSION MONITORING	22.75
COMMERCIAL AND GENERAL	MISCELLANEOUS EXPENSE	283	INTRUSION MONITORING	9.75
***** VENDOR TOTAL *****				32.50
MILTONVALE LUMBER DISTRIBUTION EXPENSES	ZOO WELCOME CENTER	8162024	MISC - WELCOME CENTER	1,327.86
***** VENDOR TOTAL *****				1,327.86
MUNICIPAL SUPPLY INC OF WICHIT WELL HOUSE #9	WELL HOUSE # 9	0917424-IN	CHECK VALVE	1,177.21
DISTRIBUTION EXPENSES	SYSTEM MAINTENANCE	0917421-IN	CUT IN SLEEVE	614.43

ACCOUNTS PAYABLE REPORT

VENDOR NAME ACCOUNT	LINE	INVOICE NUMBER	REFERENCE	PAYMENT AMOUNT
MUNICIPAL SUPPLY INC OF WICHIT				
DISTRIBUTION EXPENSES	SYSTEM MAINTENANCE	0917422-IN	FLANGE, BALL VALVES	637.36
DISTRIBUTION EXPENSES	SYSTEM MAINTENANCE	0917423-IN	3/4" NL PJ COUP COP/CTS/PLC	131.08
DISTRIBUTION EXPENSES	SYSTEM MAINTENANCE	0917425-IN	COUPLING	361.57
DISTRIBUTION EXPENSES	SYSTEM MAINTENANCE	0917426-IN	CPLING	1,080.00
DISTRIBUTION EXPENSES	SYSTEM MAINTENANCE	0919178-IN	RETURN - OL STEMS	471.13-
***** VENDOR TOTAL *****				3,530.52
NAPA AUTO PARTS OF CLAY C				
PRODUCTION EXPENSES	PLANT MAINTENANCE	851290	WASHERS, SCREWS	26.28
***** VENDOR TOTAL *****				26.28
PATTERSON HEALTH MART				
DISTRIBUTION EXPENSES	ANIMAL MAINTENANCE	235862	MEDICATION - NALA	22.73
DISTRIBUTION EXPENSES	ANIMAL MAINTENANCE	236606	MEDICATION	8.76
COMMERCIAL AND GENERAL	IT MATERIALS	238136	ETHERNET COUPLER	3.82
***** VENDOR TOTAL *****				35.31
PRODUCTIVITY PLUS ACCOUNT				
PRODUCTION EXPENSES	PLANT MAINTENANCE	1572775-1	EXTENSION SPRING	13.06
PRODUCTION EXPENSES	PLANT MAINTENANCE	KD26800	FUEL PUMP	113.72
PRODUCTION EXPENSES	PLANT MAINTENANCE	KD26950	BUSHING, BOLT	10.54
***** VENDOR TOTAL *****				137.32
RAY'S APPLE MARKET				
PRODUCTION EXPENSES	PLANT MAINTENANCE	9898	DISTILLED WATER	6.09
DISTRIBUTION EXPENSES	ANIMAL MAINTENANCE	3516	CHICKEN LEGS	119.52
DISTRIBUTION EXPENSES	ANIMAL MAINTENANCE	4518	PRODUCE	16.99
DISTRIBUTION EXPENSES	ANIMAL MAINTENANCE	6060-1	GRAPES	19.60
DISTRIBUTION EXPENSES	ANIMAL MAINTENANCE	7038	BLEACH	32.29
DISTRIBUTION EXPENSES	ANIMAL MAINTENANCE	7261	CASCADE	20.79
DISTRIBUTION EXPENSES	ANIMAL MAINTENANCE	7388	KALE, GRAPES	46.49
DISTRIBUTION EXPENSES	ANIMAL MAINTENANCE	7910	GRAPES	13.90
COMMERCIAL AND GENERAL	MISCELLANEOUS EXPENSE	0324	COFFEE	20.98
***** VENDOR TOTAL *****				296.65
SIR SPEEDY				
PRODUCTION EXPENSES	PLANT MAINTENANCE	113980	DAILY LOGS	181.01
***** VENDOR TOTAL *****				181.01
SLINGSBY AGENCY				
COMMERCIAL AND GENERAL	INSURANCE	8162024	INSTALLMENT #3 OF 4	50,964.90
COMMERCIAL AND GENERAL	INSURANCE	8162024	INSTALLMENT #3 OF 4	21,842.10

ACCOUNTS PAYABLE REPORT

VENDOR NAME ACCOUNT	LINE	INVOICE NUMBER	REFERENCE	PAYMENT AMOUNT
SLINGSBY AGENCY				
***** VENDOR TOTAL *****				72,807.00
THE FEED SHED				
DISTRIBUTION EXPENSES	ANIMAL MAINTENANCE	47492	CEDAR CHIPS	2.62
DISTRIBUTION EXPENSES	ANIMAL MAINTENANCE	47688	HAY	20.53
COMMERCIAL AND GENERAL	MISCELLANEOUS EXPENSE	48152	GLOVES	105.05
***** VENDOR TOTAL *****				128.20
TRACTOR SUPPLY CREDIT PLAN				
DISTRIBUTION EXPENSES	ANIMAL MAINTENANCE	183149	ANIMAL FOOD	114.91
***** VENDOR TOTAL *****				114.91
TWIN VALLEY TELEPHONE				
PRODUCTION EXPENSES	PLANT MAINTENANCE	10149958	WELLS, TOWERS, TELEPHONE	1,242.22
COMMERCIAL AND GENERAL	OFFICE SUPPLIES	10149958	WELLS, TOWERS, TELEPHONE	756.15
COMMERCIAL AND GENERAL	OFFICE SUPPLIES	10149958	WELLS, TOWERS, TELEPHONE	198.74
***** VENDOR TOTAL *****				2,197.11
UNION STATE BANK				
TC RILEY DEBT SERVICE	TC RILEY DEBT SERVICE	8162024	TRANSCANADA DEBT SERVICE	22,508.51
***** VENDOR TOTAL *****				22,508.51
UPS, INC.				
PRODUCTION EXPENSES	WATER SAMPLE MAILING	5364	MAILING OF WATER SAMPLES	29.42
PRODUCTION EXPENSES	WATER SAMPLE MAILING	5374	MAILING WATER SAMPLES	25.88
***** VENDOR TOTAL *****				55.30
VERIZON WIRELESS				
COMMERCIAL AND GENERAL	MISCELLANEOUS EXPENSE	9973105452	SUPT. GLAVES - CELL	72.98
COMMERCIAL AND GENERAL	MISCELLANEOUS EXPENSE	9973105452	SUPT. GLAVES - CELL	31.27
***** VENDOR TOTAL *****				104.25
WALL'S TRUE VALUE HARDWARE				
PRODUCTION EXPENSES	PLANT MAINTENANCE	B208609	PAINT	124.81
PRODUCTION EXPENSES	PLANT MAINTENANCE	C32222	PAINT	328.47
DISTRIBUTION EXPENSES	PARK IMPROVEMENT	C32210	PAINT	15.97
***** VENDOR TOTAL *****				469.25
WESTERN AREA POWER ADMIN.				
PRODUCTION EXPENSES	PURCHASED POWER	JJP897430824	SERVICE MONTH - AUGUST 2024	17,084.85

ACCOUNTS PAYABLE REPORT

VENDOR NAME ACCOUNT	LINE	INVOICE NUMBER	REFERENCE	PAYMENT AMOUNT
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WESTERN AREA POWER ADMIN.

***** VENDOR TOTAL *****

17,084.85

***** REPORT TOTAL *****

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681,111.13

ACCOUNT	INV	PAYMENTS
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WELL HOUSE #9	1	1,177.21
TC RILEY DEBT SERVICE	1	22,508.51
PRODUCTION EXPENSES	37	422,935.11
DISTRIBUTION EXPENSES	66	9,513.70
COMMERCIAL AND GENERAL	26	124,757.78
TRANSFER ACCOUNTS	4	100,218.82
-----	-----	-----
ACCOUNT TOTALS	135	681,111.13

SCHEDULED CLAIMS LIST

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST	GL ACCOUNT	CK SQ
UNION STATE								
2469	1	8/11/24	8/26/24	1000235 AIR REGULATIONS CONSULTING COMPLIANCE CERTIFICATION EMISSIONS	3,087.50	50	50-5000-505	1
				INVOICE TOTAL	3,087.50			
				VENDOR TOTAL	3,087.50			
82 ANDERSON EQUIPMENT								
11624	1	8/11/24	8/27/24	THROTTLE CONTROL UNIT	40.96	50	50-5000-505	1
				INVOICE TOTAL	40.96			
				VENDOR TOTAL	40.96			
170 BCBS OF KANSAS								
020575401	1	9/13/24	10/01/24		34,517.53	50	50-7000-725	1
	2				14,793.23	51	51-7000-725	1
				INVOICE TOTAL	49,310.76			
				VENDOR TOTAL	49,310.76			
204 BORDER STATES INDUSTRIES								
928963717	1	8/11/24	8/28/24	INSULATION TAPE	794.43	50	50-6000-605	1
				INVOICE TOTAL	794.43			
				VENDOR TOTAL	794.43			
193 CENTRAL VALLEY AG								
9162024	1	8/11/24	8/11/24	FUEL	1,300.39	50	50-6000-606	1
	2			FUEL	557.31	51	51-6000-606	1
				INVOICE TOTAL	1,857.70			
				VENDOR TOTAL	1,857.70			
3249 CINTAS CORPORATION #451								
4201160479	1	8/11/24	8/06/24	MATS, MOPS, TOWELS	88.64	50	50-5000-505	1
				INVOICE TOTAL	88.64			
UNIFORMS								
4201160538	1	8/11/24	8/06/24	UNIFORMS	102.49	50	50-7000-731	1
	2			UNIFORMS	43.93	51	51-7000-731	1
				INVOICE TOTAL	146.42			
MATS, MOPS, TOWELS								
4201893929	1	8/11/24	8/13/24	MATS, MOPS, TOWELS	88.64	50	50-5000-505	1
				INVOICE TOTAL	88.64			
UNIFORMS								
4201894029	1	8/11/24	8/13/24	UNIFORMS	215.66	50	50-7000-731	1
	2			UNIFORMS	92.43	51	51-7000-731	1
				INVOICE TOTAL	308.09			
MATS, MOPS, TOWELS								
4202608640	1	8/11/24	8/20/24	MATS, MOPS, TOWELS	88.64	50	50-5000-505	1
				INVOICE TOTAL	88.64			
UNIFORMS								
4202608691	1	8/11/24	8/20/24	UNIFORMS	131.68	50	50-7000-731	1
	2			UNIFORMS	56.44	51	51-7000-731	1

SCHEDULED CLAIMS LIST

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST	GL	ACCOUNT	CK SQ
				INVOICE TOTAL	188.12				
4203341402	1	8/11/24	8/27/24	MATS, MOPS, TOWELS	88.64	50		50-5000-505	1
				INVOICE TOTAL	88.64				
4203341432	1	8/11/24	8/27/24	UNIFORMS	124.15	50		50-7000-731	1
	2			UNIFORMS	53.21	51		51-7000-731	1
				INVOICE TOTAL	177.36				
				VENDOR TOTAL	1,174.55				
8162024	1	9/12/24	9/12/24	1022 CITY OF CLAY CENTER	23,338.56	51		51-8000-811	1
				INVOICE TOTAL	23,338.56				
				VENDOR TOTAL	23,338.56				
8162024	1	9/12/24	9/12/24	1027 CITY OF CLAY CENTER	13,832.66	60		60-8000-814	1
				INVOICE TOTAL	13,832.66				
				VENDOR TOTAL	13,832.66				
8162024	1	9/12/24	9/12/24	1028 CITY OF CLAY CENTER	5,380.13	61		61-8000-814	1
				INVOICE TOTAL	5,380.13				
				VENDOR TOTAL	5,380.13				
8162024	1	9/12/24	9/12/24	1021 CITY OF CLAY CENTER	57,667.47	51		51-8000-810	1
				INVOICE TOTAL	57,667.47				
				VENDOR TOTAL	57,667.47				
236865	1	8/13/24	8/01/24	176 CLAY COUNTY LUMBER & SUPPLY MASONARY SCREWS	38.99	51		51-6000-608	1
				INVOICE TOTAL	38.99				
236943	1	8/13/24	8/01/24	PRIMER, PAINT	472.45	51		51-6000-608	1
				INVOICE TOTAL	472.45				
236950	1	8/13/24	8/01/24	SPONGE SANDING	7.59	51		51-6000-608	1
				INVOICE TOTAL	7.59				
237169	1	8/13/24	8/05/24	CHIMS, NAIL BRAD STRIP	45.44	51		51-6000-608	1
				INVOICE TOTAL	45.44				
237183	1	8/13/24	8/05/24	DRYWALL NAIL	6.99	51		51-6000-608	1
				INVOICE TOTAL	6.99				
237199	1	8/13/24	8/05/24	CIRCUIT BREAKER	31.98	51		51-6000-608	1
				INVOICE TOTAL	31.98				

SCHEDULED CLAIMS LIST

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST	GL ACCOUNT	CK SQ
237205	1	8/13/24	8/05/24	CAULK	25.57	51	51-6000-608	1
				INVOICE TOTAL	25.57			
237314	1	8/13/24	8/06/24	KEYS	13.12	51	51-6000-605	1
				INVOICE TOTAL	13.12			
237320	1	8/13/24	8/06/24	CAULK, SPONGE	10.27	51	51-6000-608	1
				INVOICE TOTAL	10.27			
237555	1	8/13/24	8/08/24	PAINT TRAY	7.99	51	51-6000-608	1
				INVOICE TOTAL	7.99			
237953	1	8/13/24	8/12/24	PRIMER, ROLLER, SANDING PAPER	29.97	51	51-6000-608	1
				INVOICE TOTAL	29.97			
237956	1	8/13/24	8/12/24	ROLLER COVER	10.99	51	51-6000-608	1
				INVOICE TOTAL	10.99			
237978	1	8/13/24	8/12/24	CEDAR SHIMS	12.98	51	51-6000-608	1
				INVOICE TOTAL	12.98			
238071	1	8/13/24	8/13/24	TRIM SCREWS, SPONGE SANDING 8 X 3	46.35	51	51-6000-608	1
				INVOICE TOTAL	46.35			
238152	1	8/13/24	8/13/24	LASER, TRIPOD, BATTERY	385.41	50	50-5000-505	1
				INVOICE TOTAL	385.41			
238248	1	8/13/24	8/14/24	CEDAR SHIMS. 9X3 EXT TN SABER	23.86	51	51-6000-608	1
				INVOICE TOTAL	23.86			
238292	1	8/13/24	8/14/24	TRIM SCREWS, DRIVE BIT	30.85	51	51-6000-608	1
				INVOICE TOTAL	30.85			
238363	1	8/13/24	8/15/24	2-1/4" PINE COL CASING, ROLLER COVER	118.10	51	51-6000-608	1
				INVOICE TOTAL	118.10			
238364	1	8/13/24	8/15/24	RETURN - 21/4" PINE CASING	68.94-	51	51-6000-608	1
				INVOICE TOTAL	68.94-			
238425	1	8/13/24	8/15/24	DRILL BIT	9.98	51	51-6000-608	1
				INVOICE TOTAL	9.98			
238718	1	8/13/24	8/19/24	ROLLER, TRAY, CAULK	31.35	51	51-6000-608	1
				INVOICE TOTAL	31.35			
238893	1	8/13/24	8/20/24	WEATHERSTRIP	25.96	51	51-6000-608	1
				INVOICE TOTAL	25.96			
238915	1	8/13/24	8/20/24	RETURN WEATHERSTRIP	12.98-	51	51-6000-608	1
				INVOICE TOTAL	12.98-			
239177	1	8/13/24	8/22/24	CIRC SAW BLADE	59.99	51	51-6000-608	1

SCHEDULED CLAIMS LIST

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST GL ACCOUNT	CK SQ
				INVOICE TOTAL	59.99		
239183	1	8/13/24	8/22/24	PANEL LOCKS	90.30	51 51-6000-608	1
				INVOICE TOTAL	90.30		
239249	1	8/13/24	8/22/24	6 X 1-1/4	6.99	51 51-6000-608	1
				INVOICE TOTAL	6.99		
239806	1	8/13/24	8/28/24	SEALANT	39.39	51 51-6000-608	1
				INVOICE TOTAL	39.39		
239830	1	8/13/24	8/28/24	ELBOW	14.99	51 51-6000-608	1
				INVOICE TOTAL	14.99		
239914	1	8/13/24	8/29/24	CLEANER, COUPLING	87.74	51 51-6000-608	1
				INVOICE TOTAL	87.74		
240057	1	8/13/24	8/30/24	REFUND - TAX	3.42-	51 51-6000-608	1
				INVOICE TOTAL	3.42-		
240669	1	8/13/24	8/06/24	WALL PLATES	8.86	51 51-6000-608	1
				INVOICE TOTAL	8.86		
				VENDOR TOTAL	1,609.11		
				1000206 CLAY VETERINARY CLINIC			
11124	1	8/11/24	8/02/24	LEMUR EXAM	49.50	51 51-6000-610	1
				INVOICE TOTAL	49.50		
11260	1	8/11/24	8/06/24	LEMUR FOOT	160.50	51 51-6000-610	1
				INVOICE TOTAL	160.50		
11822	1	8/11/24	8/26/24	FALCON EXAM	49.46	51 51-6000-610	1
				INVOICE TOTAL	49.46		
				VENDOR TOTAL	259.46		
				263 COMPLIANCE ONE			
319819	1	8/11/24	8/06/24	DRUG & ALCOHOL TESTING	48.20	50 50-7000-736	1
	2			DRUG & ALCOHOL TESTING	20.65	51 51-7000-736	1
				INVOICE TOTAL	68.85		
				VENDOR TOTAL	68.85		
				3851 D. C. & B. SUPPLY CO.			
8637	1	8/12/24	8/30/24	METER	972.63	51 51-6000-605	1
				INVOICE TOTAL	972.63		
				VENDOR TOTAL	972.63		
				4155 DOLLAR GENERAL - CHARGED			
1001329004	1	8/11/24	8/12/24	CLEANING SUPPLIES	34.26	50 50-5000-505	1
				INVOICE TOTAL	34.26		

SCHEDULED CLAIMS LIST

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST	GL ACCOUNT	CK SQ
1001330611	1	8/11/24	8/20/24	MISC.- OFFICE	20.79	50	50-7000-716	1
	2			MISC.- OFFICE	8.90	51	51-7000-716	1
				INVOICE TOTAL	29.69			
1001331048	1	8/11/24	8/22/24	CLEANING SUPPLIES	23.82	50	50-5000-505	1
				INVOICE TOTAL	23.82			
1001332296	1	8/11/24	8/29/24	CLEANING SUPPLIES	80.21	50	50-5000-505	1
				INVOICE TOTAL	80.21			
				VENDOR TOTAL	167.98			
376872	1	8/12/24	8/03/24	7220 GIBSONS PRODUCTS CO. #8259L GUINEA PIG FOOD, PARAKEET FOOD	39.39	51	51-6000-610	1
				INVOICE TOTAL	39.39			
376921	1	8/12/24	8/09/24	BALL VALVE, COUPLING, NIPPLE	31.36	51	51-5000-505	1
				INVOICE TOTAL	31.36			
376922	1	8/12/24	8/09/24	ELBOW, COUPLING, NIPPLES	16.96	51	51-5000-505	1
				INVOICE TOTAL	16.96			
376934	1	8/12/24	8/13/24	TARP	32.83	50	50-5000-505	1
				INVOICE TOTAL	32.83			
376984	1	8/12/24	8/21/24	COUPLINGS, CAP, HOSE MENDR	57.50	51	51-5000-505	1
				INVOICE TOTAL	57.50			
				VENDOR TOTAL	178.04			
6811144	1	7/11/24	7/16/24	57 HAWKINS, INC. COPPER SULFATE	475.83	51	51-5000-508	1
				INVOICE TOTAL	475.83			
6837754	1	8/13/24	8/15/24	TOTES	100.00	51	51-5000-508	1
				INVOICE TOTAL	100.00			
6839362	1	8/13/24	8/15/24	AZONE, SODIUM BISULFITE, SODIUM HYDROXIDE	8,652.73	51	51-5000-508	1
				INVOICE TOTAL	8,652.73			
				VENDOR TOTAL	9,228.56			
8162024	1	8/12/24	9/05/24	11074 KANSAS GAS SERVICE 510000297 1562841 00	7,983.05	50	50-5000-507	1
				INVOICE TOTAL	7,983.05			
8162024-1	1	8/12/24	9/05/24	512427192 1453353 27	100.79	50	50-5000-505	1
				INVOICE TOTAL	100.79			
8162024-2	1	8/12/24	9/05/24	512427192 1453354 45	69.29	50	50-5000-505	1
				INVOICE TOTAL	69.29			
8162024-3	1	8/12/24	9/05/24	512427192 1453352 09	68.26	50	50-5000-505	1

SCHEDULED CLAIMS LIST

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST GL ACCOUNT	CK SQ
INVOICE TOTAL					68.26		
8162024-4	1	8/12/24	9/05/24	510000297 2041258 36	48.03	51 51-6000-610	1
INVOICE TOTAL					48.03		
8162024-5	1	8/12/24	9/05/24	510000297 2041268 45	78.39	51 51-6000-610	1
INVOICE TOTAL					78.39		
VENDOR TOTAL					8,347.81		
19160	1	7/13/24	7/01/24	11310 KANSAS MUNICIPAL UTILITIES INC POWER PLANT TECH PROGRAM - VALERIAN KONDRATIEFF	500.00	50 50-7000-739	1
INVOICE TOTAL					500.00		
VENDOR TOTAL					500.00		
4080538	1	8/12/24	8/31/24	11077 KANSAS ONE-CALL SYS., INC. LOCATES (68)	57.12	50 50-6000-613	1
	2			LOCATES (68)	24.48	51 51-6000-613	1
INVOICE TOTAL					81.60		
VENDOR TOTAL					81.60		
9162024	1	8/13/24	9/13/24	11079 KANSAS POWER POOL SERVICE MONTH - AUGUST 2024	381,811.98	50 50-5000-515	1
INVOICE TOTAL					381,811.98		
VENDOR TOTAL					381,811.98		
41229	1	8/12/24	8/14/24	205 KANSASLAND TIRE TIRE	172.75	50 50-5000-505	1
INVOICE TOTAL					172.75		
41431	1	8/12/24	8/16/24	2 - USED TIRES	91.50	50 50-5000-505	1
INVOICE TOTAL					91.50		
VENDOR TOTAL					264.25		
2330	1	8/12/24	8/08/24	11126 KIERS THRIFTWAY BANANAS	1.38	51 51-6000-610	1
INVOICE TOTAL					1.38		
3625	1	8/12/24	8/14/24	BANANAS	2.73	51 51-6000-610	1
INVOICE TOTAL					2.73		
5608	1	8/12/24	8/23/24	BANANAS	.88	51 51-6000-610	1
INVOICE TOTAL					.88		
5848	1	8/12/24	8/24/24	GRAPES	17.11	51 51-6000-610	1
INVOICE TOTAL					17.11		
VENDOR TOTAL					22.10		

SCHEDULED CLAIMS LIST

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST	GL	ACCOUNT	CK SQ
32597393	1	8/12/24	8/30/24	13120 MCMASTER - CARR O-RINGS	77.21	50		50-5000-505	1
				INVOICE TOTAL	77.21				
				VENDOR TOTAL	77.21				
283	1	8/12/24	8/25/24	1000147 MIDWESTERN SECURITY, LLC INTRUSION MONITORING	22.75	50		50-7000-716	1
	2			INTRUSION MONITORING	9.75	51		51-7000-716	1
				INVOICE TOTAL	32.50				
				VENDOR TOTAL	32.50				
8162024	1	8/12/24	8/12/24	13314 MILTONVALE LUMBER MISC - WELCOME CENTER	1,327.86	51		51-6000-608	1
				INVOICE TOTAL	1,327.86				
				VENDOR TOTAL	1,327.86				
0917421-IN	1	8/12/24	8/21/24	1000160 MUNICIPAL SUPPLY INC OF WICHIT CUT IN SLEEVE	614.43	51		51-6000-605	1
				INVOICE TOTAL	614.43				
0917422-IN	1	8/12/24	8/21/24	FLANGE, BALL VALVES	637.36	51		51-6000-605	1
				INVOICE TOTAL	637.36				
0917423-IN	1	8/12/24	8/21/24	3/4" NL PJ COUP COP/CTS/PLC	131.08	51		51-6000-605	1
				INVOICE TOTAL	131.08				
0917424-IN	1	8/12/24	8/21/24	CHECK VALVE	1,177.21	51		51-1268	1
				INVOICE TOTAL	1,177.21				
0917425-IN	1	8/12/24	8/21/24	COUPLING	361.57	51		51-6000-605	1
				INVOICE TOTAL	361.57				
0917426-IN	1	8/12/24	8/21/24	CPLING	1,080.00	51		51-6000-605	1
				INVOICE TOTAL	1,080.00				
0919178-IN	1	8/12/24	8/30/24	RETURN - OL STEMS	471.13-	51		51-6000-605	1
				INVOICE TOTAL	471.13-				
				VENDOR TOTAL	3,530.52				
851290	1	8/12/24	8/22/24	1000165 NAPA AUTO PARTS OF CLAY C WASHERS, SCREWS	26.28	50		50-5000-505	1
				INVOICE TOTAL	26.28				
				VENDOR TOTAL	26.28				
235862	1	8/12/24	7/29/24	15085 PATTERSON HEALTH MART MEDICATION - NALA	22.73	51		51-6000-610	1
				INVOICE TOTAL	22.73				
236606	1	8/12/24	8/02/24	MEDICATION	8.76	51		51-6000-610	1

SCHEDULED CLAIMS LIST

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST	GL ACCOUNT	CK SQ
				INVOICE TOTAL	8.76			
238136	1	8/12/24	8/13/24	ETHERNET COUPLER	3.82	50	50-7000-734	1
				INVOICE TOTAL	3.82			
				VENDOR TOTAL	35.31			
				3055 PRODUCTIVITY PLUS ACCOUNT				
1572775-1	1	8/13/24	8/15/24	EXTENSION SPRING	13.06	50	50-5000-505	1
				INVOICE TOTAL	13.06			
KD26800	1	8/13/24	8/06/24	FUEL PUMP	113.72	50	50-5000-505	1
				INVOICE TOTAL	113.72			
KD26950	1	8/13/24	8/14/24	BUSHING, BOLT	10.54	50	50-5000-505	1
				INVOICE TOTAL	10.54			
				VENDOR TOTAL	137.32			
				18080 RAY'S APPLE MARKET				
0324	1	8/12/24	8/29/24	COFFEE	20.98	50	50-7000-716	1
				INVOICE TOTAL	20.98			
3516	1	8/12/24	8/02/24	CHICKEN LEGS	119.52	51	51-6000-610	1
				INVOICE TOTAL	119.52			
4518	1	8/12/24	8/03/24	PRODUCE	16.99	51	51-6000-610	1
				INVOICE TOTAL	16.99			
6060-1	1	8/12/24	8/10/24	GRAPES	19.60	51	51-6000-610	1
				INVOICE TOTAL	19.60			
7038	1	8/12/24	8/13/24	BLEACH	32.29	51	51-6000-610	1
				INVOICE TOTAL	32.29			
7261	1	8/12/24	8/05/24	CASCADE	20.79	51	51-6000-610	1
				INVOICE TOTAL	20.79			
7388	1	8/12/24	8/16/24	KALE, GRAPES	46.49	51	51-6000-610	1
				INVOICE TOTAL	46.49			
7910	1	8/12/24	8/19/24	GRAPES	13.90	51	51-6000-610	1
				INVOICE TOTAL	13.90			
9898	1	8/12/24	8/27/24	DISTILLED WATER	6.09	50	50-5000-505	1
				INVOICE TOTAL	6.09			
				VENDOR TOTAL	296.65			
				1025 SALES TAX DIVISION				
8162024	1	9/12/24	9/12/24		24,935.56	50	50-8000-809	1
							E-PAYMNT 2732 8/16/24	
	2				1,676.05	51	51-8000-809	1
							E-PAYMNT 2732 8/16/24	

SCHEDULED CLAIMS LIST

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST	GL	ACCOUNT	CK SQ
				INVOICE TOTAL	26,611.61				
				VENDOR TOTAL	26,611.61				
113980	1	8/12/24	8/13/24	201 SIR SPEEDY DAILY LOGS	181.01	50		50-5000-505	1
				INVOICE TOTAL	181.01				
				VENDOR TOTAL	181.01				
8162024	1	8/12/24	8/03/24	19310 SLINGSBY AGENCY INSTALLMENT #3 OF 4	50,964.90	50		50-7000-706	1
	2			INSTALLMENT #3 OF 4	21,842.10	51		51-7000-706	1
				INVOICE TOTAL	72,807.00				
				VENDOR TOTAL	72,807.00				
47492	1	8/12/24	7/24/24	116 THE FEED SHED CEDAR CHIPS	2.62	51		51-6000-610	1
				INVOICE TOTAL	2.62				
47688	1	8/12/24	8/01/24	HAY	20.53	51		51-6000-610	1
				INVOICE TOTAL	20.53				
48152	1	8/12/24	8/20/24	GLOVES	105.05	50		50-7000-716	1
				INVOICE TOTAL	105.05				
				VENDOR TOTAL	128.20				
183149	1	8/12/24	8/14/24	266 TRACTOR SUPPLY CREDIT PLAN ANIMAL FOOD	114.91	51		51-6000-610	1
				INVOICE TOTAL	114.91				
				VENDOR TOTAL	114.91				
10149958	1	8/13/24	8/01/24	20391 TWIN VALLEY TELEPHONE WELLS, TOWERS, TELEPHONE	1,242.22	51		51-5000-505	1
	2			WELLS, TOWERS, TELEPHONE	463.70	50		50-7000-704	1
	3			WELLS, TOWERS, TELEPHONE	198.74	51		51-7000-704	1
	4			WELLS, TOWERS, TELEPHONE	292.45	50		50-7000-704	1
				INVOICE TOTAL	2,197.11				
				VENDOR TOTAL	2,197.11				
8162024	1	9/12/24	9/12/24	20980 UNION STATE BANK TRANSCANADA DEBT SERVICE	22,508.51	50		50-2478	1
				INVOICE TOTAL	22,508.51				
				VENDOR TOTAL	22,508.51				
5364	1	8/12/24	8/07/24	21016 UPS, INC. MAILING OF WATER SAMPLES	29.42	51		51-5000-512	1
				INVOICE TOTAL	29.42				

SCHEDULED CLAIMS LIST

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST GL	ACCOUNT	CK SQ
5374	1	9/16/24	9/14/24	MAILING WATER SAMPLES	25.88	51	51-5000-512	1
				INVOICE TOTAL	25.88			
				VENDOR TOTAL	55.30			
9973105452	1	8/13/24	8/04/24	22085 VERIZON WIRELESS SUPT. GLAVES - CELL	72.98	50	50-7000-716	1
	2			SUPT. GLAVES - CELL	31.27	51	51-7000-716	1
				INVOICE TOTAL	104.25			
				VENDOR TOTAL	104.25			
8162024	1	8/12/24	8/12/24	169 VSP	300.45	50	50-7000-728 E-PAYMNT 2731 8/16/24	1
				INVOICE TOTAL	300.45			
				VENDOR TOTAL	300.45			
B208609	1	8/13/24	8/05/24	23070 WALL'S TRUE VALUE HARDWARE PAINT	124.81	50	50-5000-505	1
				INVOICE TOTAL	124.81			
C32210	1	8/13/24	8/06/24	PAINT	15.97	51	51-6000-609	1
				INVOICE TOTAL	15.97			
C32222	1	8/13/24	8/13/24	PAINT	328.47	50	50-5000-505	1
				INVOICE TOTAL	328.47			
				VENDOR TOTAL	469.25			
JJPB97430824	1	8/12/24	8/11/24	23208 WESTERN AREA POWER ADMIN. SERVICE MONTH - AUGUST 2024	17,084.85	50	50-5000-515	1
				INVOICE TOTAL	17,084.85			
				VENDOR TOTAL	17,084.85			
				UNION STATE TOTAL	708,023.19			
				TOTAL MANUAL CHECKS	.00			
				TOTAL E-PAYMENTS	26,912.06			
				TOTAL PURCH CARDS	.00			
				TOTAL ACH PAYMENTS	.00			
				TOTAL OPEN PAYMENTS	681,111.13			
				GRAND TOTALS	708,023.19			

STATE OF KANSAS, CLAY COUNTY, ss.

Scott Graves

, Being duly sworn, says that the above accounts are just, correct and remains due and unpaid

Dana R, Superintendent

Subscribed and sworn to before me this 16th day of September 2024

Ameln Blackwood City Clerk



BANK#	BANK NAME	CHECK#	DATE	ACCOUNT# NAME	CHECK AMOUNT	CLEARED	MANUAL	VOID	REASON FOR VOID
1 UNION STATE									
16051	9/16/2024	1000235	AIR REGULATIONS CONSULTING	3,087.50					
16052	9/16/2024	82	ANDERSON EQUIPMENT	40.96					
16053	9/16/2024	170	BCBS OF KANSAS	49,310.76					
16054	9/16/2024	204	BORDER STATES INDUSTRIES	794.43					
16055	9/16/2024	193	CENTRAL VALLEY AG	1,857.70					
16056	9/16/2024	3249	CINTAS CORPORATION #451	1,174.55					
16057	9/16/2024	1022	CITY OF CLAY CENTER	23,338.56					
16058	9/16/2024	1027	CITY OF CLAY CENTER	13,832.66					
16059	9/16/2024	1028	CITY OF CLAY CENTER	5,380.13					
16060	9/16/2024	1021	CITY OF CLAY CENTER	57,667.47					
16061	9/16/2024	176	CLAY COUNTY LUMBER & SUPPLY	.00				VOID:	
16062	9/16/2024	176	CLAY COUNTY LUMBER & SUPPLY	.00				VOID:	
16063	9/16/2024	176	CLAY COUNTY LUMBER & SUPPLY	1,609.11					
16064	9/16/2024	1000206	CLAY VETERINARY CLINIC	259.46					
16065	9/16/2024	263	COMPLIANCE ONE	68.85					
16066	9/16/2024	3851	D. C. & B. SUPPLY CO.	972.63					
16067	9/16/2024	4155	DOLLAR GENERAL - CHARGED	167.98					
16068	9/16/2024	7220	GIBSONS PRODUCTS CO. #8259L	178.04					
16069	9/16/2024	57	HAWKINS, INC.	9,228.56					
16070	9/16/2024	11074	KANSAS GAS SERVICE	8,347.81					
16071	9/16/2024	11310	KANSAS MUNICIPAL UTILITIES INC	500.00					
16072	9/16/2024	11077	KANSAS ONE-CALL SYS., INC.	81.60					
16073	9/16/2024	11079	KANSAS POWER POOL	381,811.98					
16074	9/16/2024	205	KANSASLAND TIRE	264.25					
16075	9/16/2024	11126	KIERS THRIFTWAY	22.10					
16076	9/16/2024	13120	MCMASTER - CARR	77.21					
16077	9/16/2024	1000147	MIDWESTERN SECURITY, LLC	32.50					
16078	9/16/2024	13314	MILTONVALE LUMBER	1,327.86					
16079	9/16/2024	1000160	MUNICIPAL SUPPLY INC OF WICHIT	3,530.52					
16080	9/16/2024	1000165	NAPA AUTO PARTS OF CLAY C	26.28					
16081	9/16/2024	15085	PATTERSON HEALTH MART	35.31					
16082	9/16/2024	3055	PRODUCTIVITY PLUS ACCOUNT	137.32					
16083	9/16/2024	18080	RAY'S APPLE MARKET	296.65					
16084	9/16/2024	201	SIR SPEEDY	181.01					
16085	9/16/2024	19310	SLINGSBY AGENCY	72,807.00					
16086	9/16/2024	116	THE FEED SHED	128.20					
16087	9/16/2024	266	TRACTOR SUPPLY CREDIT PLAN	114.91					
16088	9/16/2024	20391	TWIN VALLEY TELEPHONE	2,197.11					
16089	9/16/2024	20980	UNION STATE BANK	22,508.51					
16090	9/16/2024	21016	UPS, INC.	55.30					
16091	9/16/2024	22085	VERIZON WIRELESS	104.25					
16092	9/16/2024	23070	WALL'S TRUE VALUE HARDWARE	469.25					
16093	9/16/2024	23208	WESTERN AREA POWER ADMIN.	17,084.85					

* See Check Summary below for detail on gaps and checks from other modules.

BANK TOTALS:	
OUTSTANDING	681,111.13
CLEARED	.00

BANK 1 TOTAL	681,111.13

BANK#	BANK NAME								
CHECK#	DATE	ACCOUNT#	NAME	CHECK AMOUNT	CLEARED	MANUAL	VOID	REASON FOR VOID	
VOIDED				.00					
FUND				TOTAL	OUTSTANDING		CLEARED		VOIDED
50			ELECTRIC	524,570.79	524,570.79		.00		.00
51			WATER	137,327.55	137,327.55		.00		.00
60			ELECTRIC SUBSIDY	13,832.66	13,832.66		.00		.00
61			WATE SUBSIDY	5,380.13	5,380.13		.00		.00

ACCOUNTS PAYABLE CHECK REGISTER
*** CHECK SUMMARY ***

BANK#	BANK NAME	DESCRIPTION
CHECK#		
1	UNION STATE	
16051 Thru	16093	Accounts Payable Checks

BUDGET REPORT
CALENDAR 8/2024, FISCAL 8/2024

PCT OF FISCAL YTD 66.6%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
	PERSONNEL SERVICES TOTAL	328,600.00	22,582.87	221,033.89	67.27	107,566.11
	COMMODITIES TOTAL	54,500.00	3,588.21	33,976.68	62.34	20,523.32
	CONTRACTUAL SERVICES TOTAL	352,900.00	16,250.04	248,527.13	70.42	104,372.87
	APPROPRIATIONS TOTAL	3,000.00	112.21	5,450.30	181.68	2,450.30-
	CAPITAL OUTLAY TOTAL	9,000.00	.00	3,096.07	34.40	5,903.93
	BOND & INTEREST TOTAL	.00	.00	.00	.00	.00
	APPROPRIATIONS TOTAL	130,000.00	.00	40,000.00	30.77	90,000.00
	GENERAL TOTAL	878,000.00	42,533.33	552,084.07	62.88	325,915.93
	PERSONNEL SERVICES TOTAL	762,000.00	57,875.54	468,922.15	61.54	293,077.85
	COMMODITIES TOTAL	87,000.00	21,721.86	45,554.04	52.36	41,445.96
	CONTRACTUAL SERVICES TOTAL	26,000.00	1,548.89	10,915.67	41.98	15,084.33
	CAPITAL OUTLAY TOTAL	25,000.00	.00	13,057.84	52.23	11,942.16
	APPROPRIATIONS TOTAL	50,000.00	.00	50,000.00	100.00	.00
	POLICE TOTAL	950,000.00	81,146.29	588,449.70	61.94	361,550.30
	PERSONNEL SERVICES TOTAL	585,000.00	43,260.43	377,697.43	64.56	207,302.57
	COMMODITIES TOTAL	120,000.00	9,452.95	75,108.05	62.59	44,891.95
	CONTRACTUAL SERVICES TOTAL	19,000.00	1,069.10	8,143.10	42.86	10,856.90
	CAPITAL OUTLAY TOTAL	100,000.00	.00	25,042.83	25.04	74,957.17
	APPROPRIATIONS TOTAL	125,000.00	.00	125,000.00	100.00	.00
	FIRE TOTAL	949,000.00	53,782.48	610,991.41	64.38	338,008.59
	PERSONNEL SERVICES TOTAL	385,500.00	28,078.06	241,982.95	62.77	143,517.05
	COMMODITIES TOTAL	181,500.00	56,682.24	107,428.51	59.19	74,071.49
	CONTRACTUAL SERVICES TOTAL	22,000.00	745.27	6,253.59	28.43	15,746.41
	CAPITAL OUTLAY TOTAL	80,000.00	.00	272.60	.34	79,727.40
	APPROPRIATIONS TOTAL	130,000.00	.00	130,000.00	100.00	.00
	BOND & INTEREST TOTAL	43,000.00	.00	42,624.52	99.13	375.48
	HIGHWAY TOTAL	842,000.00	85,505.57	528,562.17	62.77	313,437.83
	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	306,000.00	20,099.92	172,244.56	56.29	133,755.44
	COMMODITIES TOTAL	129,500.00	2,345.49	79,860.93	61.67	49,639.07
	CONTRACTUAL SERVICES TOTAL	16,500.00	784.95	7,056.64	42.77	9,443.36
	CAPITAL OUTLAY TOTAL	30,000.00	.00	14,301.50	47.67	15,698.50
	APPROPRIATIONS TOTAL	100,000.00	.00	100,000.00	100.00	.00
	PARK TOTAL	582,000.00	23,230.36	373,463.63	64.17	208,536.37
	PERSONNEL SERVICES TOTAL	120,500.00	24,747.08	112,653.99	93.49	7,846.01
	COMMODITIES TOTAL	44,000.00	8,928.13	38,107.74	86.61	5,892.26

BUDGET REPORT
CALENDAR 8/2024, FISCAL 8/2024

PCT OF FISCAL YTD 66.6%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
	CONTRACTUAL SERVICES TOTAL	40,500.00	6,678.46	20,727.71	51.18	19,772.29
	CAPITAL OUTLAY TOTAL	1,000.00	.00	637.94	63.79	362.06
	APPROPRIATIONS TOTAL	.00	.00	.00	.00	.00
		-----	-----	-----	-----	-----
	POOL TOTAL	206,000.00	40,353.67	172,127.38	83.56	33,872.62
		-----	-----	-----	-----	-----
	PERSONNEL SERVICES TOTAL	173,000.00	14,343.76	119,805.00	69.25	53,195.00
	COMMODITIES TOTAL	34,000.00	5,008.10	20,790.57	61.15	13,209.43
	CONTRACTUAL SERVICES TOTAL	13,500.00	639.99	4,669.73	34.59	8,830.27
	CAPITAL OUTLAY TOTAL	15,000.00	.00	8,500.00	56.67	6,500.00
	APPROPRIATIONS TOTAL	40,000.00	.00	40,000.00	100.00	.00
		-----	-----	-----	-----	-----
	CEMETERY TOTAL	275,500.00	19,991.85	193,765.30	70.33	81,734.70
		-----	-----	-----	-----	-----
	PERSONNEL SERVICES TOTAL	80,000.00	4,974.86	44,954.41	56.19	35,045.59
	COMMODITIES TOTAL	4,000.00	.00	357.42	8.94	3,642.58
	EXPENDITURES TOTAL	500.00	.00	143.15	28.63	356.85
	COMMODITIES TOTAL	1,450.00	.00	140.75	9.71	1,309.25
	CONTRACTUAL SERVICES TOTAL	85,000.00	7,092.30	38,651.85	45.47	46,348.15
	CAPITAL OUTLAY TOTAL	.00	.00	279.00	.00	279.00-
		-----	-----	-----	-----	-----
	MUNICIPAL COURT TOTAL	170,950.00	12,067.16	84,526.58	49.45	86,423.42
		=====	=====	=====	=====	=====
	GENERAL OPERATING FUND TOTAL	4,853,450.00	358,610.71	3,103,970.24	63.95	1,749,479.76
		=====	=====	=====	=====	=====

BUDGET REPORT
CALENDAR 8/2024, FISCAL 8/2024

PCT OF FISCAL YTD 66.6%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
	COMMODITIES TOTAL	37,000.00	854.75	1,779.40	4.81	35,220.60
	CONTRACTUAL SERVICES TOTAL	77,390.00	1,850.53	20,054.07	25.91	57,335.93
	EXPENDITURES TOTAL	30,000.00	303.54	2,248.89	7.50	27,751.11
		=====	=====	=====	=====	=====
	AIRPORT TOTAL	144,390.00	3,008.82	24,082.36	16.68	120,307.64
		=====	=====	=====	=====	=====
	COMMODITIES TOTAL	.00	.00	.00	.00	.00
	CONTRACTUAL SERVICES TOTAL	1,669,836.00	405,213.94	628,743.94	37.65	1,041,092.06
	APPROPRIATIONS TOTAL	.00	.00	.00	.00	.00
		=====	=====	=====	=====	=====
	CONNECTING LINK IMPROVMNT TOTA	1,669,836.00	405,213.94	628,743.94	37.65	1,041,092.06
		=====	=====	=====	=====	=====
	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	35,000.00	.00	26,250.00	75.00	8,750.00
		=====	=====	=====	=====	=====
	INDUSTRIAL TOTAL	35,000.00	.00	26,250.00	75.00	8,750.00
		=====	=====	=====	=====	=====
	APPROPRIATIONS TOTAL	235,000.00	.00	219,462.37	93.39	15,537.63
		=====	=====	=====	=====	=====
	LIBRARY TOTAL	235,000.00	.00	219,462.37	93.39	15,537.63
		=====	=====	=====	=====	=====
	PERSONNEL SERVICES TOTAL	26,100.00	21.53	8,634.09	33.08	17,465.91
	COMMODITIES TOTAL	76,700.00	557.99	27,823.82	36.28	48,876.18
	CONTRACTUAL SERVICES TOTAL	28,000.00	1,794.97	8,924.07	31.87	19,075.93
	APPROPRIATIONS TOTAL	1,000.00	.00	.00	.00	1,000.00
	CAPITAL OUTLAY TOTAL	1,000.00	.00	.00	.00	1,000.00
		=====	=====	=====	=====	=====
	PUBLIC RECREATION TOTAL	132,800.00	2,374.49	45,381.98	34.17	87,418.02
		=====	=====	=====	=====	=====
	COMMODITIES TOTAL	316,598.00	106,293.78	121,782.29	38.47	194,815.71
	CAPITAL OUTLAY TOTAL	.00	.00	.00	.00	.00
		=====	=====	=====	=====	=====
	SPECIAL GAS TAX TOTAL	316,598.00	106,293.78	121,782.29	38.47	194,815.71
		=====	=====	=====	=====	=====
	CONTRACTUAL SERVICES TOTAL	.00	.00	.00	.00	.00
	EXPENDITURES TOTAL	29,791.00	.00	.00	.00	29,791.00
	APPROPRIATIONS TOTAL	.00	.00	.00	.00	.00
		=====	=====	=====	=====	=====

BUDGET REPORT
CALENDAR 8/2024, FISCAL 8/2024

PCT OF FISCAL YTD 66.6%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
	SPECIAL IMPROVEMENT TOTAL	29,791.00	.00	.00	.00	29,791.00
	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	24,761.00	.00	4,099.85	16.56	20,661.15
	CAPITAL OUTLAY TOTAL	.00	.00	.00	.00	.00
	SPECIAL PARKS & REC TOTAL	24,761.00	.00	4,099.85	16.56	20,661.15
	BOND & INTEREST TOTAL	98,750.00	.00	6,875.00	6.96	91,875.00
	BOND & INTEREST TOTAL	98,750.00	.00	6,875.00	6.96	91,875.00
	BOND & INTEREST TOTAL	328,650.00	299,325.00	328,650.00	100.00	.00
	POOL SALES TAX TOTAL	328,650.00	299,325.00	328,650.00	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	1,130,737.00	85,917.62	595,937.04	52.70	534,799.96
	STREET SALES TAX TOTAL	1,130,737.00	85,917.62	595,937.04	52.70	534,799.96
	COMMODITIES TOTAL	.00	.00	.00	.00	.00
	CONTRACTUAL SERVICES TOTAL	.00	241,410.29	414,242.03	.00	414,242.03
	APPROPRIATIONS TOTAL	.00	.00	.00	.00	.00

BUDGET REPORT
CALENDAR 8/2024, FISCAL 8/2024

PCT OF FISCAL YTD 66.6%

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	241,410.29	414,242.03	.00	414,242.03-
		=====	=====	=====	=====	=====
	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
		=====	=====	=====	=====	=====
	ACCELERATOR GRANT TOTAL	.00	.00	.00	.00	.00
		=====	=====	=====	=====	=====
	COMMODITIES TOTAL	.00	.00	.00	.00	.00
	CONTRACTUAL SERVICES TOTAL	.00	.00	.00	.00	.00
	APPROPRIATIONS TOTAL	.00	10,555.56	10,555.56	.00	10,555.56-
	CAPITAL OUTLAY TOTAL	.00	.00	.00	.00	.00
		=====	=====	=====	=====	=====
	MODERATE INCOME HOUSING TOTAL	.00	10,555.56	10,555.56	.00	10,555.56-
		=====	=====	=====	=====	=====
	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	226,500.00	18,584.51	148,094.30	65.38	78,405.70
	COMMODITIES TOTAL	31,000.00	1,149.26	7,735.19	24.95	23,264.81
	CONTRACTUAL SERVICES TOTAL	70,200.00	11,414.40	38,288.19	54.54	31,911.81
	CAPITAL OUTLAY TOTAL	179,799.00	.00	.00	.00	179,799.00
	APPROPRIATIONS TOTAL	.00	.00	.00	.00	.00
		=====	=====	=====	=====	=====
	REFUSE DISPOSAL TOTAL	507,499.00	31,148.17	194,117.68	38.25	313,381.32
		=====	=====	=====	=====	=====
	PERSONNEL SERVICES TOTAL	322,000.00	24,721.33	206,948.99	64.27	115,051.01
	COMMODITIES TOTAL	114,000.00	6,814.89	63,261.22	55.49	50,738.78
	CONTRACTUAL SERVICES TOTAL	73,500.00	6,478.37	44,484.71	60.52	29,015.29
	CAPITAL OUTLAY TOTAL	79,673.00	.00	.00	.00	79,673.00
	BOND & INTEREST TOTAL	71,292.00	.00	35,634.86	49.98	35,657.14
	DEPRECIATION TOTAL	.00	.00	.00	.00	.00
	APPROPRIATIONS TOTAL	.00	.00	.00	.00	.00
		=====	=====	=====	=====	=====
	WASTE WATER TOTAL	660,465.00	38,014.59	350,329.78	53.04	310,135.22
		=====	=====	=====	=====	=====

DRAFT
CLAY CENTER CITY COUNCIL MEETING MINUTES
September 3, 2024

The Clay Center City Council met in regular session on September 3, 2024 in the Council Chambers. Mayor Thatcher called the meeting to order at 5:30 p.m. City Council members in attendance were Daton Hess, Theresa Charbonneau, Karla Sweet, Glenn Hoover, Elton Hess, Mike Peerson, and Mike Schultze. Councilor Phil Kasper was absent. Also present were City Attorney Dusty Mullin and City Clerk Amelia Blackwood.

Mayor Thatcher reported that a citizen and previous Councilor, Butch Hess, has presented souvenirs of Buffalo Nickels to the Council and staff. Mayor Thatcher extended gratitude for the kind gesture; however, the City Attorney will be researching if the gifts can be accepted.

Clerk Blackwood reported that budget hearings and adoption will be at the next Council Meeting.

The minutes from the Public Utilities Commission meeting on August 19, 2024 and Public Utilities Commission Appropriations Nos. 2752 and 2753 were presented for review.

The Consent Agenda consisted of the meeting minutes of August 20, 2024 and Appropriation Ordinances Nos. 4043 and 4044. A motion was made by Councilor D. Hess seconded by Councilor Schultze to approve the Consent Agenda in its entirety. Roll call vote: Yeas: Sweet, Charbonneau, D. Hess, Peerson, Hoover, E. Hess, Schultze. Nays: None.

A motion was made by Councilor Schultze seconded by Councilor Peerson to approve Resolution No. 1668 Idle Hour Special Event License. Roll call vote: Yeas: Sweet, Hoover, E.Hess, D.Hess, Peerson, Schultze and Charbonneau. Nays: None.

Committee Reports as follows:

Administrative: Councilor Sweet reported on the following: 1. No report.

Public Safety: Councilor Schultze reported on the following: 1. A building permit extension was issued to Harvey Kling for a porch at 817 Blunt St. 2. A building permit was issued to William Smith for a shop at 1407 Sherman St.

Public Services: Councilor D. Hess report on the following: 1. Rotary Club will be replacing sidewalk sections this Fall as previously reported. 2. The Wastewater Department is in the process of hiring an employee. 3. June sales tax collected was \$58,719.29.

Property and Recreation: Mayor Thatcher reported on the following: 1. The Pool is closed for the season; the water has to remain in the pool to remove the chemicals to allow for draining. The pooch plunge was today as well.

A motion was made by Councilor Peerson seconded by Councilor Hoover to adjourn the meeting. Motion carried 7-0.

JAMES R THATCHER, Mayor

ATTEST:

AMELIA BLACKWOOD, City Clerk

DRAFT

**APPROPRIATION ORDINANCE
And
WARRANT REGISTER**

No. 4045

September 6, 2024

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 **August 21st thru September 3rd, 2024**

<u>Base</u>	<u>Emp/Ben</u>	<u>W/H Taxes</u>	<u>B/C</u>	<u>Net</u>	<u>Vouchers</u>
<u>\$76,865.95</u>	<u>\$9,874.11</u>	<u>\$8,106.73</u>	<u>\$2,734.22</u>	<u>\$56,150.89</u>	<u>\$10,555.56</u>

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

Passed and Signed this **6th** day of **September, 2024**.

(SEAL)

Mayor

Attested:

City Clerk



CITY OF CLAY CENTER
427 COURT
PO BOX 117
CLAY CENTER KS 67432-0117

VOUCHER
for CITY OF CLAY CENTER

Date	Voucher Number
8-30-2024	47347

V
E
N
D
O
R

RURAL DEVELOPMENT GROUP

APPROVED BY:

A. Blackwood

Invoice #	Description	GL Account	Amount
08/30/2024	1314 BLUNT DISB#1-25% MIH GRAN	APPROPRIATIONS 470-00-7399	10,555.56

FUND 470
DEPARTMENT 00
Vendor # 2698

Total 10,555.56

Printed 8/30/2024 11:11:51

CLAIMS REPORT

Check Range: 9/07/2024- 9/17/2024

APPROPRIATIONS NO. 4046

INVOICE#	VENDOR NAME	INVOICE DESCRIPTION	GL/INV AMOUNT	AMOUNT	CHECK#	CHECK DATE
GENERAL OPERATING FUND						
NON DEPARTMENT						
100-00-2205	STATE OF KANSAS STATE TREAS.	JUDGE TRAINING-COURT	23.00		67657	9/17/24
100-00-2210	STATE OF KANSAS STATE TREAS.	LAW ENFORCEMENT TRAINING-COURT	517.50	540.50	67657	9/17/24
100-00-4520	RETAILERS SALES TAX	AUG24 CONCESSION SALES TAX-P00		151.16	11072195	9/17/24
00 NON DEPARTMENT TOTAL				691.66		
GENERAL						
100-01-7210	CENTRAL OFFICE SERVICE	COPIES-GG		24.84	67614	9/17/24
100-01-7210	MSC-410526 DOLLAR GENERAL	TAPE, KLEENEX, SUPPLIES-GG		242.50	67646	9/17/24
100-01-7210	HAWLEY PRINTING SIR SPEEDY	ELECTRICAL/PLUMBING LICENSES-G		152.31	67656	9/17/24
100-01-7210	UNDERGROUND VAULTS AND STORAGE	SHRED SERVICES-GG		37.00	67661	9/17/24
100-01-7210	UNITED BANK & TRUST	ADOBE PRODUCT-GG		311.76	67663	9/17/24
100-01-7220	CINTAS CORPORATION	MATS/SUPPLIES-GG		276.48	67616	9/17/24
100-01-7230	BIG LAKES DEVELOPMENTAL CENTER	JANITORIAL SERVICES-GG		550.00	67609	9/17/24
100-01-7230	CENTRAL MECHANICAL	MAINTENANCE-GG		1,200.00	67613	9/17/24
100-01-7260	UNITED BANK & TRUST	CCFMOA-LC-GG		485.00	67663	9/17/24
100-01-7280	LEISZLER OIL CO.	MAYOR FUEL-GG		367.57	67643	9/17/24
100-01-7310	TWIN VALLEY TELEPHONE	PHONES-GG		591.50	67660	9/17/24
100-01-7310	VERIZON WIRELESS	GG		41.47	67665	9/17/24
100-01-7320	CLAY CENTER PUBLIC UTILITIES	AUG24 STREET LIGHT RENTAL-GG	4,505.29		67612	9/17/24
100-01-7320	CLAY CENTER PUBLIC UTILITIES	GG	702.82	5,208.11	11072196	9/17/24
100-01-7330	GORDON CPA	2025 BUDGET PREPARATION-GG		3,000.00	67633	9/17/24
100-01-7330	HUB INTERNATIONAL	BENEFIT CONSULTING-GG		2,500.00	67635	9/17/24
100-01-7330	MIDWESTERN SECURITY LLC	MONTHLY INTRUSION MONITOR-GG		32.50	67645	9/17/24
100-01-7330	RYAN & MULLIN PA	CITY ATTORNEY-GG		3,956.50	67655	9/17/24
100-01-7394	CLAY CENTER PUBLIC UTILITIES	AUG24 FIRE HYDRANT RENTAL-GG		801.00	67612	9/17/24
100-01-7399	PETTY CASH	CCCIF CHRISTMAS FESTIVAL DONAT		500.00	67651	9/17/24
01 GENERAL TOTAL				20,278.54		
POLICE						
100-02-7210	BILL ROBINSON	POSTAGE REIMBURSE-BR-POLICE		36.03	67610	9/17/24
100-02-7210	CINTAS CORPORATION	SOAP-POLICE		17.49	67616	9/17/24
100-02-7210	MSC-410526 DOLLAR GENERAL	OFFICE SUPPLIES-POLICE		42.40	67646	9/17/24
100-02-7210	HAWLEY PRINTING SIR SPEEDY	BUSINESS CARDS-CB-POLICE		48.00	67656	9/17/24
100-02-7230	CLAY CENTER PUBLIC UTILITIES	POLICE		6.00	11072196	9/17/24
100-02-7230	FRIESEN CHRYSLER DODGE JEEP	PARTS & LABOR-POLICE		666.25	67628	9/17/24
100-02-7230	WILDER AUTOBODY INC	REPAIRS TO KICK PANEL-POLICE		117.00	67668	9/17/24
100-02-7240	GALLS, LLC	WORK BOOTS-EH-POLICE		187.99	67629	9/17/24
100-02-7280	CENTRAL VALLEY AG	FUEL-POLICE		1,301.81	67615	9/17/24
100-02-7310	VERIZON WIRELESS	POLICE		288.82	67665	9/17/24
100-02-7380	CLAY CENTER POLICE DEPT/	SEPT24 CLOTHING ALLOWANCE-POLI		70.00	67619	9/17/24
02 POLICE TOTAL				2,781.79		
FIRE						
100-03-7210	ADI SYSTEMS INC	PARTS-FIRE		67.50	67606	9/17/24
100-03-7210	CINTAS CORPORATION #451	AED AGREEMENT-FIRE		120.00	67617	9/17/24
100-03-7210	CLAY COUNTY LUMBER AND SUPPLY	CEMENT & CAULK-FIRE		33.97	67621	9/17/24
100-03-7210	GIBSON PRODUCTS CO #8259L	OFFICE SUPPLIES-FIRE		112.70	67631	9/17/24
100-03-7210	MSC-410526 DOLLAR GENERAL	OFFICE SUPPLIES-FIRE		117.50	67646	9/17/24
100-03-7210	PATTERSON HEALTH MART	ROUTER,CHARGER,TIRE INFLATOR-F		279.88	67650	9/17/24

CLAIMS REPORT

Check Range: 9/07/2024- 9/17/2024

INVOICE#	VENDOR NAME	INVOICE DESCRIPTION	GL/INV AMOUNT	AMOUNT	CHECK#	CHECK DATE
100-03-7210	UNIFIRST CORPORATION	MOPS,TOWELS,WIPERS-FIRE		104.46	67662	9/17/24
100-03-7210	WALL'S TRUE VALUE INC	BATTERY,SMOKE ALARM,CO ALARM-F		149.94	67666	9/17/24
100-03-7230	CLAY CENTER AUTO PARTS	BATTERY PACK, ANITFREEZE-FIRE		268.15	67618	9/17/24
100-03-7230	GALLS, LLC	WEDGE-FIRE	26.68		67629	9/17/24
100-03-7230	GALLS, LLC	INFLATABLE WEDGE-FIRE	238.37		67629	9/17/24
100-03-7230	GALLS, LLC	SAFE DUAL-FIRE	79.10		67629	9/17/24
100-03-7230	GALLS, LLC	LOCK KNOB-FIRE	39.55	383.70	67629	9/17/24
100-03-7230	GIBSON PRODUCTS CO #8259L	REDLITHIUM BATTERY-FIRE		271.99	67631	9/17/24
100-03-7230	PRAIRIELAND PARTNERS LLC	SAW REPAIR-FIRE		101.51	67652	9/17/24
100-03-7230	TSI KANSAS, INC.	OIL,FUEL,FILTERS,LABOR-FIRE		743.81	67659	9/17/24
100-03-7230	WFE FIRE & SAFETY EQUIPMENT	GLOVES-FIRE		229.48	67667	9/17/24
100-03-7280	LEISZLER OIL CO.	FUEL-FIRE		781.12	67643	9/17/24
100-03-7310	TWIN VALLEY TELEPHONE	PHONES-FIRE		132.85	67660	9/17/24
100-03-7310	VERIZON WIRELESS	FIRE		120.03	67665	9/17/24
100-03-7320	CLAY CENTER PUBLIC UTILITIES	FIRE		979.28	11072196	9/17/24
03 FIRE TOTAL				4,997.87		
HIGHWAY						
100-04-7210	GIBSON PRODUCTS CO #8259L	CLEANING SUPPLIES-STREET		38.14	67631	9/17/24
100-04-7210	KIER'S THRIFTWAY	WATER AACT #3818-STREET		43.41	67641	9/17/24
100-04-7210	TMHC SERVICES, INC.	5 STREET PARTICIPANTS-STREET		30.25	67658	9/17/24
100-04-7220	UNIFIRST CORPORATION	JEANS-STREET		104.82	67662	9/17/24
100-04-7230	CLAY CENTER AUTO PARTS	PLIERS,REER DISC,OIL SEAL-STRE		2,214.88	67618	9/17/24
100-04-7230	FIVE CREEK AUTOMOTIVE	AIR CONDITIONER REPAIRS-STREET		1,671.19	67626	9/17/24
100-04-7230	FOLEY INDUSTRIES, INC.	RESEAL LIFT CYLINDER-STREET		731.17	67627	9/17/24
100-04-7230	GLAVAN FORD	CY40 BOLT-STREET		215.28	67632	9/17/24
100-04-7230	KAN-EQUIP INC.	HYDROLIC OIL,FILTERS-STREET		589.01	67637	9/17/24
100-04-7230	NKC TIRE	TIRE REPAIRS-STREET		50.00	67649	9/17/24
100-04-7230	PRAIRIELAND PARTNERS LLC	CUTTING EDGE,TRIMMER STRING-ST		402.99	67652	9/17/24
100-04-7230	VALLEYWIDE SALES INC	BATTERY HOLD DOWN-STREET		20.40	67664	9/17/24
100-04-7270	BAYER CONSTRUCTION CO INC	ASPHALT PATCH-SPPELLMAN CIRCLE-		2,525.50	67608	9/17/24
100-04-7270	CLAY COUNTY LUMBER AND SUPPLY	ACRYLIC CAULK-STREET		26.97	67621	9/17/24
100-04-7280	CENTRAL VALLEY AG	FUEL-STREET		1,694.65	67615	9/17/24
100-04-7310	TWIN VALLEY TELEPHONE	PHONES-STREET		70.89	67660	9/17/24
100-04-7310	VERIZON WIRELESS	STREET		82.94	67665	9/17/24
100-04-7320	CLAY CENTER PUBLIC UTILITIES	STREET		359.56	11072196	9/17/24
04 HIGHWAY TOTAL				10,872.05		
PARK						
100-06-7210	CINTAS CORPORATION	MATS,MOPS-PARK	26.57		67616	9/17/24
100-06-7210	CINTAS CORPORATION	SOAP,MATS,SUPPLIES-PARK	61.54	88.11	67616	9/17/24
100-06-7210	COLUMN SOFTWARE	DEXTER PARK SLAB BID-PARKS		91.33	67623	9/17/24
100-06-7210	RAY'S APPLE MARKET	CLOROX WIPES-PARK		27.43	67654	9/17/24
100-06-7230	BSN SPORTS	SWING SEATS-PARK		775.00	67611	9/17/24
100-06-7230	CLAY CENTER AUTO PARTS	PARTS-PARK		189.99	67618	9/17/24
100-06-7230	PRAIRIELAND PARTNERS LLC	PARTS-PARK		36.00	67652	9/17/24
100-06-7230	PRODUCTIVITY PLUS ACCOUNT	BELTS-PARK		132.14	67653	9/17/24
100-06-7230	WALL'S TRUE VALUE INC	TOILET FLAPPER,OFF REPELLANT-P		109.44	67666	9/17/24
100-06-7240	CINTAS CORPORATION	UNIFORMS-PARK	31.61		67616	9/17/24
100-06-7240	CINTAS CORPORATION	UNIFORMS-PARK	31.61	63.22	67616	9/17/24
100-06-7280	CENTRAL VALLEY AG	FUEL-PARKS		641.93	67615	9/17/24
100-06-7280	PRAIRIELAND PARTNERS LLC	GREASE,OIL-PARKS		87.76	67652	9/17/24

CLAIMS REPORT

Check Range: 9/07/2024- 9/17/2024

INVOICE#	VENDOR NAME	INVOICE DESCRIPTION	GL/INV AMOUNT	AMOUNT	CHECK#	CHECK DATE
100-06-7310	TWIN VALLEY TELEPHONE	PHONES-PARKS		70.89	67660	9/17/24
100-06-7310	VERIZON WIRELESS	PARKS		41.47	67665	9/17/24
100-06-7320	CLAY CENTER PUBLIC UTILITIES	PARKS		511.47	11072196	9/17/24
		06 PARK TOTAL		2,866.18		
	POOL					
100-07-7210	GIBSON PRODUCTS CO #8259L	SUPPLIES-POOL		7.19	67631	9/17/24
100-07-7210	UNITED BANK & TRUST	LIFEGUARD TRAINING,CLOCK-POOL		351.06	67663	9/17/24
100-07-7215	RAY'S APPLE MARKET	CONCESSION SUPPLIES-POOL		485.53	67654	9/17/24
100-07-7310	TWIN VALLEY TELEPHONE	PHONES-POOL		35.00	67660	9/17/24
100-07-7320	CLAY CENTER PUBLIC UTILITIES	POOL		4,686.45	11072196	9/17/24
		07 POOL TOTAL		5,565.23		
	CEMETERY					
100-08-7210	NETWORK COMPUTER SOLUTIONS	COMPUTER DIAGNOSED&PICKUP-CEM		25.00	67648	9/17/24
100-08-7230	CLAY CENTER AUTO PARTS	COUPLERS-CEM		24.48	67618	9/17/24
100-08-7230	KIER'S THRIFTWAY	GATORAID,WATER,ACCT#3682-CEM		116.69	67641	9/17/24
100-08-7230	NKC TIRE	TUNE UP-85 CHEV,MOWER TIRES-C		870.00	67649	9/17/24
100-08-7230	WALL'S TRUE VALUE INC	PADLOCK-CEM		24.99	67666	9/17/24
100-08-7270	MDL TRUCKING	ROCK-CEM		1,000.00	67644	9/17/24
100-08-7280	CENTRAL VALLEY AG	FUEL-CEM		631.16	67615	9/17/24
100-08-7310	TWIN VALLEY TELEPHONE	PHONES-CEM		70.89	67660	9/17/24
100-08-7310	VERIZON WIRELESS	CEM		41.47	67665	9/17/24
100-08-7320	CLAY CENTER PUBLIC UTILITIES	CEMETERY		434.88	11072196	9/17/24
		08 CEMETERY TOTAL		3,239.56		
	MUNICIPAL COURT					
100-09-7210	UNITED BANK & TRUST	FILING LABELS-COURT		59.37	67663	9/17/24
100-09-7330	RYAN & MULLIN PA	CITY PROSECUTOR FEE-COURT		4,685.00	67655	9/17/24
		09 MUNICIPAL COURT TOTAL		4,744.37		
		100 GENERAL OPERATING FUND TOTAL		56,037.25		
	AIRPORT					
	NON DEPARTMENT					
210-00-7210	TWIN VALLEY TELEPHONE	PHONES-AIRPORT		139.49	67660	9/17/24
210-00-7320	CLAY CENTER PUBLIC UTILITIES	AIRPORT		530.54	11072196	9/17/24
210-00-7396	P.B. HOIDALE CO	FUEL PUMP LOCK&KEY-AIRPORT		227.03	67634	9/17/24
210-00-7396	RETAILERS SALES TAX	AUG24 FUEL SALES TAX-AIRPORT		200.02	11072194	9/17/24
210-00-7396	UNITED BANK & TRUST	EKOS & ECHO SAT-AIRPORT		234.52	67663	9/17/24
		00 NON DEPARTMENT TOTAL		1,331.60		
		210 AIRPORT TOTAL		1,331.60		
	CONNECTING LINK IMPROVMNT					

CLAIMS REPORT

Check Range: 9/07/2024- 9/17/2024

INVOICE#	VENDOR NAME	INVOICE DESCRIPTION	GL/INV AMOUNT	AMOUNT	CHECK#	CHECK DATE
215-00-7330	NON DEPARTMENT KAW VALLEY ENGINEERING	24 CCLIP-STREET	11,150.72		67639	9/17/24
215-00-7330	KAW VALLEY ENGINEERING	25/26 CCLIP DESIGN-STREET	3,525.00	14,675.72	67639	9/17/24
		00 NON DEPARTMENT TOTAL		14,675.72		
		215 CONNECTING LINK IMPROVMT TOTAL		14,675.72		
235-00-7230	PUBLIC RECREATION NON DEPARTMENT GATE 9 GRAPHICS	VB/FB SHIRTS/JERSEYS-PUBLIC RE		5,090.50	67630	9/17/24
235-00-7270	MTP	WHITE PAINT-PUBLIC REC		1,051.65	67647	9/17/24
235-00-7320	CLAY CENTER PUBLIC UTILITIES	PUBLIC REC		1,868.58	11072196	9/17/24
		00 NON DEPARTMENT TOTAL		8,010.73		
		235 PUBLIC RECREATION TOTAL		8,010.73		
245-00-7270	SPECIAL GAS TAX NON DEPARTMENT BAYER CONSTRUCTION CO INC	UTILITY PATCHES		687.96	67608	9/17/24
		00 NON DEPARTMENT TOTAL		687.96		
		245 SPECIAL GAS TAX TOTAL		687.96		
905-00-7210	REFUSE DISPOSAL NON DEPARTMENT CLAY CENTER PUBLISHING CO INC	LABOR DAY TRASH SERVICE-REFUSE		18.00	67620	9/17/24
905-00-7210	ENVISION	RECYCLE BAGS-REFUSE		2,286.00	67625	9/17/24
905-00-7210	KCLY	LABOR DAY AD-REFUSE		105.00	67640	9/17/24
905-00-7210	TMHC SERVICES, INC.	2 REFUSE PARTICIPANTS-REFUSE		12.10	67658	9/17/24
905-00-7220	UNIFIRST CORPORATION	JEANS-REFUSE		23.18	67662	9/17/24
905-00-7230	NKC TIRE	TIRE REPAIRS-REFUSE		55.00	67649	9/17/24
905-00-7280	LEISZLER OIL CO.	FUEL-REFUSE		789.52	67643	9/17/24
905-00-7395	CLAY COUNTY SANITARY LANDFILL	AUGUST SOLID WASTE-REFUSE		5,913.60	67622	9/17/24
		00 NON DEPARTMENT TOTAL		9,202.40		
		905 REFUSE DISPOSAL TOTAL		9,202.40		
910-00-7220	WASTE WATER NON DEPARTMENT UNIFIRST CORPORATION	JEANS,WIPERS-WW		218.22	67662	9/17/24
910-00-7230	AMERICAN HIGHWAY PRODUCTS	MANHOLE RISERS-WW		1,912.80	67607	9/17/24
910-00-7230	DOUBLE L MANUFACTURING LLC	4 MAN HOLE COVERS-WW		321.56	67624	9/17/24
910-00-7230	FIVE CREEK AUTOMOTIVE	ALIGHMNET 2015 FORD TRANSIT-WW		119.83	67626	9/17/24
910-00-7230	GIBSON PRODUCTS CO #8259L	OVERHEAD DOOR OPENER-WW		22.99	67631	9/17/24
910-00-7230	JP ELECTRIC	REPAIRS AT MEADOW LIFT STATION		523.90	67636	9/17/24
910-00-7230	KANSAS ONE-CALL SYSTEM	56 LOCATES-WW		67.20	67638	9/17/24

CLAIMS REPORT
Check Range: 9/07/2024- 9/17/2024

INVOICE#	VENDOR NAME	INVOICE DESCRIPTION	GL/INV AMOUNT	AMOUNT	CHECK#	CHECK DATE
910-00-7230	LABORCHEX	BACKGROUND CHECK-RF-WW		42.18	67642	9/17/24
910-00-7230	PRAIRIELAND PARTNERS LLC	OIL LINE,O-RING-WW		729.54	67652	9/17/24
910-00-7230	PRODUCTIVITY PLUS ACCOUNT	TRACTOR PARTS & LABOR-WW		4,940.40	67653	9/17/24
910-00-7280	CENTRAL VALLEY AG	FUEL-WW		449.61	67615	9/17/24
910-00-7310	TWIN VALLEY TELEPHONE	PHONES-WW		133.93	67660	9/17/24
910-00-7310	VERIZON WIRELESS	WW		148.71	67665	9/17/24
910-00-7320	CLAY CENTER PUBLIC UTILITIES	WASTEWATER		4,391.93	11072196	9/17/24
00 NON DEPARTMENT TOTAL				14,022.80		
910 WASTE WATER TOTAL				14,022.80		
Accounts Payable Total				103,968.46		



BLOOM CONSTRUCTION

915 Bridge
Clay Center, KS 67432
785 632 3878 fax 785 632 3627

Estimate No.

ESTIMATE

Customer

Name Dexter Park- Band Shell
Address _____
City Clay Center State Ks 67432
Phone _____

Date- 9-6-24
Order No. _____
Rep _____
FOB _____

Qty	Description	Unit Price	TOTAL
	Labor, equipment, and material to to prepare, form, and finish a 6" concrete slab 50'x50' with reinforcing mats, light broom finish and site clean up.	\$20,319.00	
Subtotal			\$20,319.00
Tax			
TOTAL			\$20,319.00

This estimate does NOT include taxes.

Office Use Only

A Monthly Finance Charge Will Be Added On Past Due Accounts Over 30 Days

THANK YOU!

**LIQUOR
LICENSE**

\$350.00

CITY OF CLAY CENTER, STATE OF KANSAS

15-24 Brew House, LLC located at 420 Lincoln Avenue and having complied with the ordinances of said city relating private clubs, is hereby authorized and licensed to sell alcohol liquor by the drink within the corporate limits of said city from September 17th, 2024 to September 24th, 2026; subject, nevertheless, to the provisions of said ordinances.

Approved by the City Council of the City of Clay Center, Kansas this ____ day of _____, 2024.

ATTEST:

SIGNED:

City Clerk

Mayor

N. B. – THIS LICENSE IS IN NO CASE TRANSFERABLE

**Kansas Alcoholic Beverage Control Division
Liquor License**

Drinking Establishment

OWNER NAME: 15-24 Brew House LLC

DBA: 15-24 Brew House

**ADDRESS: 420 Lincoln Avenue
Clay Center, KS 67432**

LICENSE NO: 8631

The licensee named above has been granted a liquor license by the Kansas Department of Revenue, Alcoholic Beverage Control Division. This license is neither transferable nor assignable and is subject to suspension or revocation.

PRIVILEGES:

Allows the licensee to sell and serve alcoholic liquor and cereal malt beverage for consumption on licensed premises; serve free samples of alcoholic liquor and cereal malt beverage; redeem drink coupons in arrangement with a hotel; and other activities as authorized by K.S.A. 41-2642.

AGREEMENT:

By accepting this license, the licensee agrees to conduct business in compliance with all applicable federal, state, county and city statutes and regulations.

Debbi Beavers

Debbi Beavers
Director, Alcoholic Beverage Control

Mark A. Burghart
Alcoholic Beverage Control

Mark A. Burghart

Mark A. Burghart
Secretary of Revenue

EFFECTIVE: 09/25/2024

EXPIRES: 09/24/2026

THIS LICENSE MUST BE FRAMED AND POSTED ON THE PREMISES IN A CONSPICUOUS PLACE

IMPORTANT INFORMATION

Contact the ABC Licensing Unit at 785-296-7015 or email Kdor_abc.licensing@ks.gov if you have any:

- questions regarding this license
- changes to your business name, location, ownership or officers
- questions about filing gallonage tax; if applicable

Contact your local ABC Enforcement Agent at 785-296-7015 or visit our website at <http://www.ksrevenue.gov/abccontact.html>

Contact the Miscellaneous Tax Segment at 785-368-8222 or email Kdor_miscellaneous.tax@ks.gov if you:

- need assistance with liquor drink or liquor enforcement taxes
- have questions about liquor drink tax bonds, bond relief or bond release

CLOSING YOUR BUSINESS

If you are closing your business, you must surrender your liquor license and complete the form at <https://www.ksrevenue.gov/pdf/abc824.pdf>



SPANGENBERG PHILLIPS TICE
A R C H I T E C T U R E

PROPOSAL TABULATION - SURVEY/CIVIL/GEO TECH

PROJECT: CITY OF CLAY CENTER - MULTIGENERATIONAL LIFE CENTER

DATE: 9/11/2024

ENGINEER	SITE SURVEY	CIVIL ENG.	GEO TECH		TOTAL
BHC	\$8,000	\$54,500	N/A		\$62,500
KAW VALLEY	\$5,600	\$27,700	\$10,765		\$44,065
BENESCH	N/A	N/A	N/A		\$0
UES	N/A	N/A	\$6,000		
TERRACON	N/A	N/A	\$6,900		\$6,900
					Total Low
LOWEST PROPOSAL:	\$5,600	\$27,700	\$6,000	\$0	\$39,300

NOTES:



September 06, 2024

Mayor Thatcher
City of Clay Center
427 Court Street
Clay Center, KS, 67432

**Re: Proposal for Services
Multigenerational Life Center, Clay Center
Clay Center, KS**

Dear Mayor Thatcher:

Brungardt Honomichl & Company, P.A. (BHC) is pleased to submit the following proposal for services on the above referenced project.

PROJECT UNDERSTANDING

Based on the information provided, we understand that you are seeking civil engineering and surveying services for development of the property at the southeast corner of the intersection of 9th St. and 19th Rd. in Clay Center, KS. We understand the request for services is to obtain a Topographic and Boundary survey, Construction Documents, and a Stormwater Management Study. According to preliminary conversations with city staff and Brandon Gibson, the site will not require any further entitlements with the city. Proposed improvements to the property include a new Multigenerational Life Center with the addition of paved drives and associated parking, associated utility improvements (including a sanitary main extension), associated stormwater improvements, detention, and BMPs.

PROJECT ASSUMPTIONS

Following are some of the project assumptions for this proposal.

- There will be no further entitlement process
- A geotechnical report, if necessary will be provided by the Owner/Client
- Existing utilities serving the property have sufficient capacity to provide the required service to the site
- Adequate stormwater detention can be provided on site or through regional detention
- No traffic memo or study is required
- Unless noted in the scope of services, no public street improvements or utility extensions (other than the noted Sanitary Main extension) will be required

SCOPE OF SERVICES

BHC proposes to provide the following scope of services:

SURVEYING SERVICES

1. Land Surveying
 - 1.1. Topographic and Boundary Survey (design detail)

CONSTRUCTION DOCUMENTS

2. Schematic Design / Due Diligence
 - 2.1. Site research
 - 2.2. Utility locations/availability
 - 2.3. City code or ordinance research
 - 2.4. City coordination
 - 2.5. Preliminary Site Plan
 - 2.6. Preliminary Grading
 - 2.7. Preliminary Utility Plan
3. Stormwater Management
 - 3.1. Review existing and proposed hydraulic/hydrologic conditions
 - 3.2. Stormwater drainage and detention review/design
 - 3.3. Stormwater quality/BMP calculations/design
 - 3.4. Prepare Stormwater Management Study to municipal requirements
4. Construction Documents (Private)
 - 4.1. Demo plan
 - 4.2. Site plan
 - 4.3. Dimension / coordinate plan
 - 4.4. Grading plan
 - 4.5. Utility plan
 - 4.6. Stormwater management plans (detention, BMP, drainage areas)
 - 4.7. Sediment and erosion control plan
 - 4.8. Construction details
 - 4.9. Package submittal assistance and City comments
5. Permitting (Non-Municipal)
 - 5.1. Notice of Intent (NOI) permit application
 - 5.2. Stormwater Pollution Prevention Plan (SWPPP)

CONSTRUCTION ADMINISTRATION (To Be Billed at Hourly Rates)

6. Limited Construction Period Services
 - 6.1. Review Contractor Submittals
 - 6.2. Review contractor RFI's
 - 6.3. Post-construction certification or inspections as required by municipality or utility companies

NOTE: Budgetary estimate excludes design modifications in response to requested changes, field modifications, unforeseen conditions, or other conditions that would necessitate changes to the previously approved design.



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ADDITIONAL SERVICES

The services provided for this project are limited to those listed in the Scope of Services. Any additional services will be performed at an hourly rate or a lump sum basis as agreed to prior to initiating the additional service. Additional services may include but are not limited to the following:

1. Title report
2. Land surveying services (other than noted in scope of services)
3. Due diligence report
4. Site renderings
5. ADA audits, existing or post construction
6. Geotechnical investigation/report
7. Traffic study or memo
8. LEED (or any other sustainable building initiative/application/submittals)
9. Environmental studies/mitigation/permits
10. Wetlands/stream delineation, 401/404 permitting
11. Rezoning, platting, development planning, or other City planning scope items (other than noted in scope of services)
12. Landscaping, irrigation, site photometrics (other than noted in scope of services)
13. Structural design and/or calculations
14. Retaining wall design and associated global stability analysis
15. Public improvement documents
16. Off-site or on-site utility main extensions (other than noted in scope of services)
17. Fire service line design, sizing, or fire protection design services
18. Additional site design (other than noted in scope of services)
19. Land disturbance permitting (separate Municipal permit process)
20. Pavement design
21. Permitting through City, State, DOT, DNR, FEMA (other than noted in scope of services)
22. Separate construction specification book
23. Opinion of probable construction costs
24. Construction period services/staking
25. Reimbursable fees such as application fees, permit fees, mileage, printing, deliverables, etc... have not been included.

Fees for Construction Documents (CDs) are based on the plan developed in Schematic Design (SD). Changes initiated after the completion of SD requiring modification to the design or layout may require additional services.



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FEES

BHC will perform the Scope of Services described above for the lump sum fees listed below for each Phase. Reimbursable expenses such as mileage, printing, etc. will be billed in addition to the fees stated at actual costs. Reimbursable expenses for application, permitting and other fees required by authorities having jurisdiction over the project shall be the expenses incurred by BHC plus ten percent.

SURVEYING SERVICES

1. Topographic and Boundary Surveying	\$ 8,000
---------------------------------------	----------

CONSTRUCTION DOCUMENTS

2. Schematic Design / Due Diligence	\$ 3,000
3. Stormwater Management	\$ 8,750
4. Construction Documents(Private)	\$27,750
5. Permitting (Non-Municipal)	\$ 2,000

TOTAL LUMP SUM	\$49,500
-----------------------	-----------------

CONSTRUCTION ADMINISTRATION (Budgetary Estimate, Not Lump Sum Price)

6. Limited Construction Phase Services	\$ 5,000
--	----------

TOTAL HOURLY ESTIMATE	\$ 5,000
------------------------------	-----------------

These fees are good for a period of 90-days after the date of this proposal.

SCHEDULE

BHC will start work upon your acceptance of this proposal, written authorization, and receipt of reference documents. Our services and project deliverables depend on the timely receipt of Owner/Client/Architect information and decisions. BHC is not responsible for delays from agency review times or schedule disruptions due to requested project variances or design changes.



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PROVIDED BY CLIENT

Client will provide:

1. Title report with deed and supporting documentation
2. Conceptual site layout
3. Access to the site during normal business hours
4. Geotechnical report with pavement recommendations
5. Any existing plans or other information that will facilitate the collection of data or production of deliverables.

AGREEMENT

This proposal and associated exhibits represent the entire agreement between the Client and BHC. Your signature below will serve as acknowledgement of your acceptance of this proposal and the attached terms and conditions. Please return a signed copy of this agreement.

Thank you for the opportunity to provide this service. We look forward to working with you. If you have any questions, please contact me at your convenience.

Sincerely,



Mark Sherfy, PE, PTOE
Vice President
Development Director

Proposal Accepted By: _____

Date: _____

Type/Print Name: _____

Attachments: Exhibit A Terms and Conditions
Exhibit B Standard Hourly Rates



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EXHIBIT A

Terms and Conditions

1. - COMPENSATION AND TERMS OF PAYMENT

Client shall pay Consultant for performance of services in accordance with fees presented in the proposal for professional services, which is attached hereto and incorporated by reference as part of this agreement. Consultant shall submit invoices every four weeks based on completion of the individual work items described in the Fee Schedule. Payment shall be made within 30 days after receipt of invoice. After 30 days, an interest fee of 0.5% per month shall be applied for all late amounts.

Reimbursable expenses are in addition to compensation for the defined scope of services and associated fees in this agreement. Reimbursable expenses such as mileage, printing, travel expenses and postage shall be billed at actual cost. Reimbursable fees for permitting and other fees required by authorities having jurisdiction over the project by the Consultant shall be the expenses incurred by the Consultant plus Ten percent (10.00%).

If the Client is in breach of the payment terms or otherwise is in material breach of this Agreement, the Consultant may suspend the performance of services upon five (5) calendar days' notice to the Client. The Consultant shall have no liability to the Client, and the Client agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this Agreement by the Client. Upon receipt of payment in full for all outstanding amounts due the Client, or curing of other such breach which caused the Consultant to suspend services, the Consultant shall resume services and there shall be equitable adjustment to the remaining project schedule and fees as a result of such suspension.

2. - CHANGED CONDITIONS

If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to the Consultant are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks or other material terms of this Agreement, the Consultant may call for renegotiation of appropriate portions of this Agreement. The Consultant shall notify the Client of the changed conditions necessitating renegotiation, and the Consultant and the Client shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement in accordance with the Termination provision hereof.

Client may request changes to the scope of services by altering or adding to the Services to be performed. If Client so requests, Consultant will return Client an Agreement for Additional Services detailing the additional scope and fees. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties.

3. - GENERAL OBLIGATIONS OF CONSULTANT

Consultant shall exercise the same degree of care, skill, and diligence in the performance of the Services as is ordinarily provided by members of the same profession currently practicing under similar circumstances in the performance of such services. All of the Services shall be performed by qualified personnel.

Consultant shall exercise usual and customary professional care in its effort to comply with all rules or regulations of the federal, state, or other government body or any administrative agency pertaining to the performance of the work hereunder.

4. - ACCEPTANCE

Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this Agreement as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and condition of this agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This Agreement shall not be assigned by either party without prior written consent of the other party.

5. - GENERAL OBLIGATIONS OF THE CLIENT

The Client shall provide payment to the Consultant as provided in 1.0, Compensation and Terms of Payment.

The Client shall monitor the performance of the Consultant's work and shall notify them of any concerns and/or modifications required to the Services.

The Client shall make available to the Consultant any documents, drawings, electronic files, specifications, files or other information necessary in the execution and completion of the Services. The Client shall furnish, at the Client's expense, all information, requirements, reports, and instructions required by this Agreement. The Consultant may use such information, requirements, reports, and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof.

6. - OWNERSHIP OF DOCUMENTS

All reports, drawings, specifications, computer files, field data, notes, and other documents and instruments prepared by the Consultant as instruments of service shall remain the property of the Consultant. The Consultant shall retain all common law, statutory and other reserved rights, including the copyright thereto, subject to laws and regulations.



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7. - INSURANCE

Consultant shall carry and maintain throughout the performance of the Services insurance acceptable to the Client in the following amounts:

1. Workers Compensation, including occupational disease.
(Statutory Limits)
2. General (Public) Liability
Bodily Injury \$1,000,000
Property Damage \$1,000,000
3. Automobile Liability (hired, owned, non-owned)
Bodily Injury \$1,000,000
Property Damage \$1,000,000
4. Professional Liability \$1,000,000

Upon Clients request, the Consultant shall provide the Client with certificates of insurance evidencing the coverage in effect. After such policies become effective, none of such policies shall be canceled by the insurance company except after ten days notice in writing to the Client.

8. - INDEMNIFICATION

The Consultant shall indemnify the Client and hold him and his officers harmless from any damage, expense, and liability or claim therefore on account of any injury, including death, resulting therefrom, or damage sustained by any person or persons (including the Consultant's employees) by reason of any negligent act, omission or neglect on the part of the Consultant's employees.

The Client shall also indemnify the Consultant and hold him and his officers harmless from any damage, expense, and liability or claim therefore on account of any injury, including death resulting therefrom, or damage sustained by any person or persons (including the Client's employees) by reason of any negligent act, omission, or neglect on the part of the Client's employees.

Neither the Client nor the Consultant shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

The Consultant's commitments as set forth in this Agreement are based on the expectation that all of the services described in this Agreement will be provided. In the event Client later elects to reduce design professional's scope of services, Client hereby agrees to release and hold harmless Consultant from any and all claims, damages, losses or costs associated with or arising out of such reduction in services.

9. - LIMITATION OF LIABILITY

To the maximum extent permitted by law, the Client agrees to limit the Consultant's liability for the Client's damages to the sum of \$25,000 or the Consultants Fee, whichever is greater. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.

10. - TERMINATION

Either party may terminate this Agreement at any time by giving the other party five days written notice of such termination. Immediately upon receipt of Notice of Termination, the Consultant shall discontinue Services and incur no further obligation or expenses. The Consultant shall be paid for all work completed prior to the effective date of such termination.

The Consultant shall not assign, transfer, or sublet this Agreement or any interest herein without the prior written consent of the Client.

11. - NON-DISCRIMINATION

There shall be no discrimination against any person employed pursuant to this Agreement in any manner forbidden by law.

12. - STATUS

The Consultant shall, during the entire term of this Agreement, be construed to be an independent contractor, and in no event shall any of its personnel be construed to be an employee of the Client.

13. - GOVERNING LAW AND JURISDICTION

The Client and Consultant agree that this Agreement and any legal actions concerning its validity, interpretation, and performance shall be governed by the laws of Kansas. It is further agreed that any legal action between the Client and the Consultant arising out of this Agreement or the performance of the services shall be brought in a court of competent jurisdiction in Kansas.



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EXHIBIT B
Standard Hourly Rates
Effective through 12/31/24

<u>Title</u>	<u>Rate</u>	<u>Title</u>	<u>Rate</u>
Director	\$ 230.00	Sr. Construction Manager	\$ 190.00
Sr. Project Manager	\$ 220.00	Construction Manager	\$ 180.00
Project Manager II	\$ 210.00	Lead Construction Technician	\$ 160.00
Project Manager I	\$ 205.00	Sr. Construction Technician	\$ 150.00
Sr. Project Engineer	\$ 185.00	Construction Technician II	\$ 130.00
Project Engineer	\$ 170.00	Construction Technician I	\$ 110.00
Sr. Project Professional	\$ 175.00	GIS Engineering Coordinator	\$ 160.00
Project Professional II	\$ 165.00	GIS Engineering Specialist	\$ 145.00
Project Professional I	\$ 140.00	GIS Engineering Technician	\$ 115.00
Lead Design Engineer	\$ 150.00	Clerical	\$ 70.00
Sr. Design Engineer	\$ 135.00	Survey Director	\$ 225.00
Design Engineer	\$ 130.00	Sr. Project Manager - Survey	\$ 225.00
Sr. Landscape Architect	\$ 210.00	Project Manager II - Survey	\$ 205.00
Landscape Architect	\$ 150.00	Project Manager I - Survey	\$ 185.00
Sr. Landscape Designer	\$ 140.00	Sr. Project Surveyor	\$ 180.00
Landscape Designer	\$ 135.00	Project Surveyor	\$ 165.00
Lead Engineering Technician	\$ 160.00	Lead Survey Technician (CAD or Field)	\$ 130.00
Sr. Engineering Technician	\$ 155.00	Sr. Survey Technician (CAD or Field)	\$ 120.00
Engineering Technician	\$ 120.00	Survey Technician (CAD or Field)	\$ 95.00
Technician	\$ 75.00		

REIMBURSABLE EXPENSES

<u>Description</u>	<u>Unit</u>	<u>Price</u>
Passenger Vehicle	Per mile	IRS rate
Survey Vehicle	Per mile	\$ 0.90
Project Related Travel		Actual Cost
Outsourced Reproduction, & Postage		Actual Cost
All-Terrain Vehicle/Gator	Day	\$ 170.00
Survey Total Station Equipment Fee	Hour	\$ 20.00
Survey Robotic Total Station	Hour	\$ 40.00
Survey GPS RTK Rover	Hour	\$ 30.00
Survey GPS RTK Base + Radio Modem	Hour	\$ 50.00
Trimble SX10 Scanner	Hour	\$ 120.00
Zeb Scanner	Hour	\$ 120.00
UAV – Camera Project	Hour	\$ 60.00
Quickview Air HD Camera	Hour	\$ 10.00
Boat	Day	\$ 450.00
Cloud Data Processing	Hour	\$ 30.00



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PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (the "Agreement"), by and between **City of Clay Center** located at **427 Court Street, PO Box 117, Clay Center, Kansas 67432**, ("Client"), and **Kaw Valley Engineering, Inc.**, located at **2319 N. Jackson Street, Junction City, Kansas 66441**, ("KVE"):

WHEREAS, Client intends to **develop the 9th Street and 19th Road Southeast corner site into a Multigenerational Life Center site located at 9th Street and 19th Road, Clay Center, Kansas** (the "Project").

WITNESSETH, that for and in consideration of the mutual covenants and promises between the parties hereto, it is hereby agreed that KVE shall provide the following services for the Client as set forth below:

ARTICLE 1 – SCOPE OF SERVICES

1.01 Scope of Services. Upon execution of this Agreement, KVE shall provide the following services (collectively, the "Services"):

Engineering Scope:

- 1. Storm Water Report**
- 2. Site Plan**
- 3. Grading Plan**
- 4. Dimension Plan**
- 5. Utility Plan**
- 6. Erosion Control Plan**
- 7. NOI/SWPPP**
- 8. Required Details**
- 9. Provide Construction Administration (RFI Responses, Shop Drawing Review, etc.)**

Surveying Scope:

- 1. Boundary and Topographic Survey for the property outlined in the proposal request.**

Survey to include:

- a. Topographic Survey will depict existing utilities located by Kansas One-Call. A private locate company could be contracted and billed as a reimbursable, if requested.
- b. Topographic Survey will depict one foot (1') contours.
- c. Topographic Survey will depict spot elevations on existing structures.
- d. Topographic Survey will depict the existing roadway.
- e. Topographic Survey will depict existing sanitary and storm sewer identified including the next structure outside the surveyed area.

1.02 Additional Services. In addition to the Services, Client may desire additional services as Project requirements develop (the "Additional Services"). If authorized by the Client and KVE, KVE shall provide Additional Services which may include, but are not limited to the following:

- 1. Zoning/Platting**
- 2. Traffic Report**
- 3. Lighting Plan (by MEP)**
- 4. Construction Staking**
- 5. Inspection/Testing**

- 1.03 Change in Scope.** In the event there are changes in design criteria and/or geometrics that could not be anticipated by the Client or KVE, the scope of the Project and the Services could vary. If such conditions are encountered, KVE shall notify the Client and provide a revised scope of services.

ARTICLE II – CLIENT’S RESPONSIBILITIES

- 2.01 Client’s Responsibilities.** Client shall be responsible for, and KVE may rely upon, the accuracy and completeness, of Client's actions concerning the following in providing KVE's Services:
- A. Provide KVE with all criteria and full information as to Client’s requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which Client will require to be included in the drawings and specifications; and furnish copies of Client’s standard forms, conditions and related documents for KVE to include in the bidding documents, when applicable.
 - B. Furnish to KVE any other available information pertinent to the Project, including reports and data relative to previous designs, or investigations at or adjacent to the Project site.
 - C. Give prompt written notice to KVE whenever Client observes or otherwise becomes aware of any conditions involving hazardous materials as defined herein or of any development that affects the scope or time of performance of KVE’s services, or any nonconformance in KVE’s Services or in the work of any other contractor on the Project.
 - D. Arrange for the safe access to and make all provisions for KVE and KVE’s employees and agents to enter upon public and private property as required for KVE to perform its Services under this Agreement.
 - E. Examine all alternate solutions, studies, reports, sketches, drawings, specifications, proposals, and other documents presented by KVE for the Project (including obtaining advice of an attorney, insurance counselor, and other advisors or consultants as Client deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
 - F. Obtain reviews, approvals and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by KVE and such reviews, approvals and consents from others as may be necessary for completion of each phase of the Project.
 - G. The Client shall promptly report to KVE any defects or suspected defects in KVE’s Services of which the Client becomes aware, so that KVE may take measures to minimize the consequences of such a defect. The Client further agrees to impose a similar notification requirement on all contractors in its Client/Contractor contract and shall require all Client contracts at any level to contain a like requirement. Failure by the Client and the Client’s contractors or subcontractors to notify KVE shall relieve KVE of the costs or remedying the defects above the sum such remedy would have cost had prompt notification been given when such defects were first discovered.

ARTICLE III – BILLING AND PAYMENT

3.01 Method of Payment for Services of KVE.

- A. **For Basic Services.** The Client shall pay KVE for Basic Services according to the following schedule per scope item, plus Reimbursable Expenses, as set forth in the Standard Hourly Rate Schedule attached hereto as **Exhibit A** and incorporated herein by reference:

Engineering Lump Sum Fees.

1. Storm Water Report.....	\$4,500.00
2. Site Plan.....	\$6,200.00
3. Grading Plan.....	\$8,500.00
4. Dimention Plan.....	\$1,200.00
5. Utility Plan.....	\$2,800.00
6. Erosion Control Plan.....	\$2,500.00
7. NOI/SWPPP.....	\$2,800.00
8. Required Details.....	\$1,200.00
9. Provide Construction Administration Site (RFI Responses, Shop Drawing Review, etc.).....	\$2,500.00
<i>Total Engineering Lump Sum Fees.....</i>	<i>\$27,700.00</i>

Surveying Lumb Sum Fees.

1. **Boundary and Topographic Survey for the property outlined in the proposal request. Survey to include:**
 - a. Topographic Survey will depict existing utilities located by Kansas One-Call. A private locate company could be contracted and billed as a reimbursable if requested.
 - b. Topographic Survey will depict one foot (1') contours.
 - c. Topographic Survey will depict spot elevations on existing structures.
 - d. Topographic Survey will depict the existing roadway.
 - e. Topographic Survey will depict existing sanitary and storm sewer identified including the next structure outside the surveyed area.

Total Surveying Lump Sum Fees.....\$5,600.00

- B. **For Additional Services.** Client acknowledges and agrees that any Additional Services are not included as part of the Services and shall be paid for by the Client in addition to payment for the Services. The Client shall pay KVE for Additional Services performed in accordance with the Standard Hourly Rate Schedule attached hereto as **Exhibit A**.

- 3.02 **Payment Due.** Invoices shall be submitted by KVE monthly, are due and payable upon Client's receipt and Client shall be in material default hereunder if such amount in an invoice is not paid within thirty (30) calendar days of the invoice date.

- 3.03 Late Fees.** If payment in full is not received by KVE within thirty (30) calendar days of an invoice date, the applicable amount due under such invoice shall bear late fees at one-and-one-half percent (1.5%) per month (or the maximum rate of interest permitted by law), which shall immediately accrue and be calculated from the invoice date. Any payment received from Client thereafter shall first be applied to accrued late fees and then to the unpaid amount due under the applicable outstanding invoice.
- 3.04 Disputed Invoices.** In the event of a disputed or contested invoice, Client shall promptly advise KVE in writing of the specific basis for doing so, may only withhold that portion so contested, and will pay any undisputed portion.
- 3.05 Suspension of Services.** If the Project or KVE's Services are suspended by the Client for more than thirty (30) days, either consecutively or in the aggregate, over the term of this Agreement, Client shall be liable for payment of all Services performed and reimbursable expenses incurred prior to the receipt of notice of suspension. In addition, upon resumption of Services, the Client shall compensate KVE for expenses incurred as a result of the suspension and resumption of its Services, and KVE's schedule and fees for the remainder of the Project shall be equitably adjusted to account for such delay. If KVE's Services are suspended for more than ninety (90) days, either consecutively or in the aggregate, KVE may terminate this Agreement upon five (5) calendar days' written notice to the Client. If the Client is in breach of the payment terms or otherwise is in material breach of this Agreement, KVE may, in its sole and absolute discretion, suspend performance of Services upon five (5) calendar days' written notice to the Client. KVE shall have no liability to the Client, and the Client agrees to make no claim, for any delay or damages as a result of such suspension caused by the Client. Upon receipt of payment in full of all outstanding amounts due from the Client, or its curing of the breach under this Agreement which caused KVE to suspend Services, KVE shall resume the Services and Client agrees that there shall be an equitable adjustment, in good faith, to the remaining Project schedule for the performance of such Services and the fees owed to KVE as a result of the suspension.
- 3.06 Payment Upon Termination.** In the event of any termination of this Agreement, KVE will be entitled to invoice the Client and Client shall immediately pay for all Services performed or furnished and all Reimbursable Expenses incurred through the effective date of termination.

ARTICLE IV- GENERAL CONSIDERATIONS

4.01 Standards of Performance.

- A. The standard of care for all professional surveying/engineering and related services performed or furnished by KVE under this Agreement will be the care and skill ordinarily used by members of such engineer's/surveyor's profession practicing under similar circumstances at the same time and in the same locality. KVE makes no warranties, express or implied, under this Agreement or otherwise, in connection with KVE's Services and expressly disclaims same.
- B. While rendering services under this Agreement, KVE shall not supervise, direct, or have control over any other contractor's work performed for Client, nor shall KVE have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by any contractor, for safety precautions and programs incident to a contractor's work in progress, nor for any failure of any contractor to comply with applicable law to such contractor's furnishing and performing of its work on the Project.

- C. Client and KVE are aware that many factors outside KVE's control may affect KVE's ability to complete the Services to be provided under this Agreement. KVE will perform these Services with reasonable diligence and expediency consistent with sound professional practices.
- D. KVE neither guarantees the performance of any other contractor nor assumes responsibility for any contractor's failure to furnish and perform its work or services on the Project in accordance with Client's contract documents.
- E. KVE shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier associated with the Project, or of any of the contractor's agents or employees or any other persons (except KVE's own employees) at the Project site or otherwise furnishing or performing any work or material by such contractor, subcontractor, or supplier; or for any decision made on interpretations or clarifications of the contract documents relating to the Project given by Client without consultations and advice of KVE.
- F. Client understands that testing, inspection, and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. KVE will provide test results and opinions based on tests and field observations only for the work tested. Client understands and agrees that testing and observation are not continuous or exhaustive and are conducted to reduce – not eliminate – project risk. Client agrees to the level or amount of testing performed and the associated risk. Client is responsible (even if delegated to a contractor) for notifying and scheduling KVE so KVE can perform these services. KVE shall not be responsible for the quality and completeness of any other contractor's work or their adherence to the Project contract documents, and KVE's performance of testing, inspection, and observation Services hereunder shall not relieve any other subcontractor, or supplier in any way from its responsibility for defects discovered in its work or materials, or create a warranty or guarantee by KVE.

4.02 Site Safety. Neither the professional activities of KVE, nor the presence of KVE or its employees, agents and consultants at a Project site, shall relieve any other contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. KVE and its personnel have no authority to exercise any control over any construction contractor or its employees, agents or subcontractors or suppliers in connection with their work or any health or safety programs or procedures. The Client agrees that the general contractor on the Project shall be solely responsible for Project site safety and warrants that this intent shall be carried out in the Client's contract with the general contractor. The Client also agrees that the Client will cause KVE, its employees, agents and consultants to be indemnified by the Client or general contractor, if any, and shall be made additional insureds under the general contractor's policies of general liability insurance to the same extent as Client.

4.03 Hazardous Materials. As used in this Agreement, the term “hazardous materials” shall mean any substances, including but not limited to asbestos, toxic or hazardous waste, PCB’s, combustible gases and materials, petroleum or radioactive materials (as each of these is defined in applicable federal statutes) or any other substances under any conditions and in such quantities as would pose a substantial danger to persons or property exposed to such substances at or near the project site. Both parties acknowledge that KVE’s Scope of Services does not include any services related to the presence of any hazardous or toxic materials. In the event KVE or any other party encounters any hazardous or toxic materials, or it becomes known to KVE that such materials may be present on or about the Project site or any adjacent areas that may affect the performance of KVE’s Services, KVE may, at its sole option and without liability for consequential or any other damages, suspend performance of its Services under this Agreement until the Client retains appropriate consultants or contractors to identify and abate or remove the hazardous materials and warrants to KVE that the Project site is in full compliance with all applicable laws and regulations. The Client agrees, notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, to indemnify and hold harmless KVE, its officers, directors, stockholders, partners, employees, agents and consultants from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including reasonable attorneys’ fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products or materials that exist on, about or adjacent to the Project site, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability or any other cause of action.

4.04 Authorized Project Representatives. Contemporaneous with the execution of this Agreement, KVE and Client shall designate specific individuals to act as KVE’s and Client’s respective representatives with respect to the services to be performed or furnished by KVE and responsibilities of Client under this Agreement. Such individuals shall have authority to transmit instructions, receive information and render decisions relative to the Project on behalf of each respective party.

4.05 Electronic Files, Deliverables, Submittals.

- A. KVE shall provide to the Client electronic drawing files. Such files shall contain plan information and will be in PDF format. If requested, KVE will provide electronic Civil 3D/MicroStation files with the execution of Electronic Release Form that will be provided by KVE at time of request. If KVE’s work product exists in electronic or computerized format or is transferred in electronic or computerized format (CADD), the stamp, seal and signature shall be original, or may be a computer-generated copy, photocopy, or facsimile transmission of the original. Original maps or plans with original signatures and seals shall be considered the original documents delivered by KVE under this Agreement.
- B. Any use or reuse of original or altered design materials by Client, agents of Client, or other parties without the prior review and written approval of KVE shall be at the sole risk of Client. Further, Client agrees to defend, indemnify and hold KVE and KVE’s officers, directors, stockholders, employees, contractors, agents and consultants harmless from all claims, injuries, damages, losses, expenses and any attorney fees incurred by such indemnified parties arising out of the unauthorized use, re-use, or modification of these materials.

- C. Client recognizes that designs, plans, and data stored on electronic media including, but not limited to, computer disks and magnetic tapes may be subject to unauthorized use, misuse and uncontrollable deterioration. Upon document approval, KVE shall submit to Client any deliverables which have been contractually agreed to on electronic media. Client shall have thirty (30) days to inspect such deliverables and notify KVE of any irregularities in the deliverables. KVE will correct any such irregularities detected by Client in order to complete the design in accordance with the intent of the Agreement and specifications. At the end of said 30-day inspection period, KVE shall submit a final set of sealed documents, and any additional services to be performed by KVE relative to the submitted electronic materials shall be considered additional work and shall be approved by Client prior to commencing such effort.
- D. Submittals as indicated in Section A above to or on behalf of Client shall be considered within the Scope of Services in the Agreement. Submittals in other formats and/or other computer environments, and the work-effort related thereto, shall be considered additional work, and shall be approved by Client prior to commencing such effort.

4.06 Opinions of Probable Cost. KVE's opinions of Probable Cost (if any) are to be made based on KVE's experience and qualifications and represent KVE's good judgement as an experienced and qualified professional generally familiar with the industry. Client acknowledges and agrees that since KVE has no control over the cost of labor, materials, equipment, or services furnished by others, or over a contractor's methods of determining prices, or over competitive bidding or market conditions, KVE cannot and does not guarantee that proposals, bids, or actual construction costs for the Project will not vary from opinions of any Probable Cost prepared by KVE. Client acknowledges and agrees that if it desires greater assurance as to any Probable Cost, Client will employ an independent cost estimator as provided in Section 2.01.E. provided above.

4.07 Use of Documents.

- A. The parties agree that all KVE documents furnished by KVE to Client (the "Documents") are instruments of service. KVE shall retain an ownership and property interest therein (including the right of reuse at the discretion of KVE) whether or not the Project is completed.
- B. Copies of Documents that may be relied upon by the Client are limited to the printed copies (also known as "hard-copies") that are signed and sealed by KVE. Files in electronic media format of text, data, graphics, or of other types that are furnished by KVE to Client are only for the convenience of Client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.
- C. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days of receipt, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files. KVE shall not be responsible to maintain documents stored in electronic media format after acceptance by Client.
- D. KVE makes no representations or warranties when transferring any Documents in electronic media format, as to their compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by KVE at the beginning of the Project.

- E. Client may make and retain copies of Documents for information and reference in connection with use on this specific Project by Client. Such Documents are not intended or represented to be suitable for reuse by Client or others on extension of the Project for which they were prepared or on any other project. Any such reuse or modification without written verification or adaptation by KVE, as appropriate for the specific purpose intended, will be at Client's sole risk and without liability or legal exposure to KVE or to KVE's Consultants. Client shall indemnify and hold harmless KVE and KVE's officers, directors, stockholders, employees, contractors, agents and consultants from all claims, damages, losses, and expenses, including attorney's fees arising out of or resulting therefrom.
- F. If there is a discrepancy between the electronic files and the hard copies of the Documents, the hard copies govern.
- G. Any verification or adaptation of the Documents for extensions of the Project for which they were prepared or for any other project will entitle KVE to further compensation at rates to be agreed upon by Client and KVE.

4.08 Insurance.

- A. KVE shall procure and maintain insurance as set forth in **Exhibit B**, SAMPLE Acord 25 – Certificate of Liability Insurance. KVE shall cause Client to be listed as an additional insured on any applicable general liability and automobile liability insurance policies carried by KVE.
- B. KVE shall deliver to Client certificate(s) of insurance evidencing the coverage indicated in **Exhibit B**. Such certificate(s) shall be furnished prior to commencement of KVE's services and at renewals thereafter during the life of the Agreement.
- C. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be cancelled until at least thirty (30) days' prior written notice has been given to Client.

4.09 Delays. The Client agrees that KVE is not responsible for damages arising directly or indirectly from any delays for causes beyond KVE's direct control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters; fires, riots, war or other emergencies or acts of God; failure of any government agency to act in timely manner; failure of performance by the Client or Client's contractors, subcontractors, suppliers, agents or consultants; or discovery of any hazardous materials or differing site conditions at the Project.

In addition, if the delays resulting from any such causes increase the cost or time required by KVE to perform its Services in an orderly and efficient manner, KVE shall be entitled to an equitable adjustment in schedule and/or compensation as determined in good faith between the parties.

4.10 Termination For Cause. This Agreement may be terminated for cause by either party upon 30 days written notice to the other in the event of substantial failure to perform in accordance with the terms hereof by the defaulting party through no fault of the terminating party. If this Agreement is so terminated, KVE shall be paid for all Services performed up to the effective date of termination.

- 4.11 Controlling Law.** The Client and KVE agree that this Agreement will be deemed to have been executed and delivered in the State of Kansas and will be governed by the laws of the State of Kansas (without regard to its conflict of laws' provision). Any action between the Client and KVE arising out of this Agreement or the performance of the Services shall exclusively and properly lie, and must be brought, in a state court of competent jurisdiction in the State of Kansas and the parties hereby consent to the exclusive jurisdiction and venue of such state courts.
- 4.12 Dispute Resolution.**
- A. All claims, disputes, and other matters in controversy between Client and KVE arising out of or in any way related to this Agreement will be submitted to non-binding mediation as a condition precedent to litigation. Notwithstanding any other provision of the Agreement, KVE shall have, in addition to any other right or option set forth herein, the right to create a lien upon the real estate on which the Project is located and the Services furnished to enforce KVE's mechanic's lien rights and remedies available to it under applicable law.
 - B. The prevailing party to any litigation will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorney's fees, and other related expenses.
- 4.13 Exclusion of Special, Incidental, Indirect and Consequential Damages.** Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, KVE and its officers, directors, stockholders, employees, contractors, agents and consultants shall not be liable to the Client or anyone claiming by, through or under Client for any special, incidental, indirect or consequential damages whatsoever arising out of or connected in any way to the Project or to this Agreement from any cause or causes, including, but not limited to, any such damages caused by the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied of KVE or its officers, directors, stockholders, members, partners, agents, employees. This waiver shall include, but is not limited to, loss of use of the Property or any improvements thereon, loss of profit, loss of business, loss of income, loss of reputation or any other similar damages that Client or anyone claiming by, through or under Client may assert.
- 4.14 No Third-Party Beneficiaries.** Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or KVE. KVE's Services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against KVE because of this Agreement or the performance or nonperformance of services hereunder. The Client and KVE agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors and other entities involved in this Project to carry out the intent of this provision.
- 4.15 Indemnification.** Subject to the terms of this Agreement, KVE agrees to indemnify and hold harmless the Client and its designated representatives from and against any and all direct and actual loss, cost, damage or expense, including reasonable attorneys' fees, to the extent such loss, cost, damage or expense solely arises out of and is caused by the negligent performance of the Services under this Agreement. KVE shall not be obligated to indemnify Client or its designated representatives in any manner whatsoever for the negligence or alleged negligence of Client or any other party over whom KVE has no right of control.
- 4.16 Betterment.** If due to KVE's negligence, a required item or component of the Project is omitted from KVE's construction documents, KVE shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event will KVE be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.

- 4.17 Notices.** Any notice required under this Agreement shall be in writing, addressed as specified in this Agreement and sent by facsimile; registered, certified, express or regular U.S. mail; or by courier service to the address (or facsimile number) listed in this Agreement. All notices shall be deemed delivered upon the date of receipt by any of the methods specified above to the address or fax number of the recipient listed in this Agreement. Either party may change its address or fax number by giving the other party notice of the change in any manner permitted by this Agreement.
- 4.18 Assignment.** Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party. Subcontracting to subconsultants customarily engaged by KVE shall be considered a permitted assignment for purposes of this Agreement.
- 4.19 Survival.** All express representations, indemnifications, or limitations of liability included in this Agreement will survive its completion or termination for any reason.
- 4.20 Severability.** Any provision or part of this Agreement held to be void or unenforceable under any laws or regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Client and KVE, who agree that this Agreement shall be reformed to replace the stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- 4.21 Successors, Assigns, and Beneficiaries.** The Client and KVE each bind itself and his partners, successors, executor, administrators and permitted assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement.
- 4.22 Waiver.** Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- 4.23 Statutes of Repose and Limitation.** The parties agree that all legal causes of action between the parties to this Agreement shall accrue and any applicable statutes of repose or limitation shall begin to run upon the cessation of the KVE's Services, whether completed or terminated as provided herein.

ARTICLE V – AUTHORIZATION TO PROCEED

- 5.01 Authorization to Proceed.** By the timely execution and dating of this Agreement, Client accepts the terms hereof, acknowledges receipt of a copy hereof, including all Exhibits, and authorizes KVE to proceed with the Services. In the event Client is not the owner of the Project, Client represents that Client is the duly authorized agent of owner and has obtained the appropriate consent of such owner for KVE to proceed with its Services.

ARTICLE VI – ENTIRE AGREEMENT

6.01 Entire Agreement. This Agreement, comprising pages **1** through **11**, **Exhibit A** - Standard Hourly Rate Sheet, and **Exhibit B** - SAMPLE Acord 25 – Certificate of Liability Insurance; is the entire Agreement between the Client and KVE. It supersedes all prior communications, understandings and agreements, whether oral or written. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument between the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the last date below written.

KVE

Kaw Valley Engineering, Inc.
By: 
Jason R. Loader, PS
Vice President, Director of Surveying
Title: Services
Date: September 10, 2024

Address for Giving Notice:
Kaw Valley Engineering, Inc.
2319 N. Jackson Street
Junction City, Kansas 66441

Authorized Project Representative:
Name: Jason R. Loader
Title: Project Manager
Phone: 785-762-5040
Cell: 785-210-6346
Email: loaderj@kveng.com

CLIENT

City of Clay Center
By: _____
Title: _____
Date: _____

Address for Giving Notices:
City of Clay Center
PO Box 117
Clay Center, Kansas 67432

Authorized Project Representative:
Name: _____
Title: _____
Phone: _____
Cell: _____
Email: _____

Accounting / Accounts Payable:
Email: _____
(Email address where invoices can be sent electronically)



This rate schedule is updated once each year in January, and the current rates in effect at the time of service shall apply.

2024 Standard Hourly Rate Schedule

Design Services

Principal	\$240.00
Project Manager.....	210.00
Structural Engineer	195.00
Senior Design Engineer	195.00
Design Engineer	165.00
Intern Engineer	130.00
Senior CADD Technician	125.00
CADD Technician	110.00
Administrative Assistant	75.00

Surveying Services

Survey Principal	\$175.00
Survey Project Manager	150.00
Professional Land Surveyor.....	140.00
1 - Person Survey Party with Standard Equipment	145.00
2 - Person Survey Party with Standard Equipment	185.00
Survey Party Leader	110.00
Survey Party Technician	75.00
Survey CADD Technician	115.00
GNSS Equipment.....	35.00
Robotic Total Station Equipment	35.00
Terrestrial 3D LiDAR Scanning.....	45.00
GeoSLAM Mobile 3D LiDAR Scanning.....	55.00
UAS Drone.....	150.00
ATV Equipment.....	250.00/Day

Geotechnical, Construction Inspection & Materials Testing Services

Manager of Field Services	\$120.00
Geotechnical Engineer.....	190.00
Materials Engineer	175.00
Registered Geologist	110.00
Truck-Mounted Drill Rig with Crew	225.00
ATV-Mounted Drill Rig with Crew	250.00
Engineer Technician	80.00
Senior Engineer Technician.....	95.00
Non-Destructive Testing Technician	120.00

In addition to the above, reimbursement shall be made for expenses incurred in connection with the project, such as filing fees, print, research materials, equipment rental, mileage, per diem, postage and handling, and any other related expenses will be billed at their direct cost. Subcontracted labor, technical photography, and other direct job costs will be billed at their direct cost.

PRINTING & COPYING

Miscellaneous Expenses	At direct cost
Walk-In Customers	\$10.00 flat fee
Mylar	10.00 / sheet
Bond	2.50 / sheet
8½" x11" (Black & White)	0.50 / sheet
11"x17" (Black & White)	0.80 / sheet
8½" x 11" (Color).....	1.50 / sheet
11" x 17" (Color).....	2.50 / sheet

EQUIPMENT

Vehicle Mileage (Truck or Auto)	\$0.67 / mile
Vehicle Mileage (Drill Rig)	\$5.00 / mile

Hourly Rate Sheet 2024.docx. 0224

2319 N. Jackson, PO Box 1304 ▪ Junction City, Kansas 66441 ▪ Tel: 785-762-5040 ▪ Fax: 785-762-7744
 8040 N. Oak Trafficway ▪ Kansas City, Missouri 64118 ▪ Tel: 816-468-5858
 14700 West 114th Terrace ▪ Lenexa, Kansas 66215 ▪ Tel: 913-894-5150
 1627 Sunflower Lane ▪ Salina, Kansas 67401 ▪ Tel: 785-823-3400
 20 E. 5th Avenue ▪ Emporia, Kansas 66801 ▪ Tel: 620-208-5240
 9139 E. 37th Street N ▪ Wichita, Kansas 67226 ▪ Tel: 316-440-4304
 602 E. Fulton Street ▪ Garden City, Kansas 67846 ▪ Tel: 785-762-5040



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/28/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
IMA, Inc. - Kansas City
11350 Switzer Rd, Suite 200
Overland Park KS 66210

CONTACT NAME: IMA Wichita Team
PHONE (A/C, No, Ext): 316-267-9221 FAX (A/C, No):
E-MAIL ADDRESS: certs@imacorp.com

License#: PC-1210733
KAWVALL-01

INSURED
Kaw Valley Engineering Inc.
2319 North Jackson Street
Junction City KS 66441

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: The Cincinnati Insurance Company	10677
INSURER B: North American Capacity Insurance Company	25038
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 1494706648

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC OTHER:			ENP0538086	6/1/2024	6/1/2027	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			ENP0538086	6/1/2024	6/1/2027	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			ENP0538086	6/1/2024	6/1/2027	EACH OCCURRENCE \$ 7,000,000 AGGREGATE \$ 7,000,000 \$
A	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	EWC 053822705	6/1/2024	6/1/2025	☒ PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Professional and Pollution Liability			CNP100004001	8/8/2023	8/8/2024	Each Claim Aggregate \$ 5,000,000 \$ 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
General Liability Coverage includes Contractual Liability - Railroads, subject to the terms and conditions of the policy.
Automobile Liability includes coverage for Certain Operations in Connection with Railroads, subject to the terms and conditions of the policy.

CERTIFICATE HOLDER

CANCELLATION

SAMPLE

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Burda Vincent



KAW VALLEY ENGINEERING, INC.

Office: 913.894.5150
Fax: 913.894.5977
Web: www.kveng.com
Address: 14700 West 114th Terrace
Lenexa, KS 66215

September 6, 2024

A24P2064

Mayor James R. Thatcher
City of Clay Center, Kansas
City Hall/Administration
427 Court Street
Clay Center, Kansas 67432

**RE: PROPOSAL FOR GEOTECHNICAL SERVICES
MULTI-GENERATIONAL LIFE CENTER
CLAY CENTER, KANSAS**

Dear Mayor Thatcher:

In response to your request, Kaw Valley Engineering, Inc. (KVE) is pleased to submit the following proposal for geotechnical services for the above referenced project.

The scope of services outlined below (the "Services") will be performed in accordance with the fee basis, time schedule and other pertinent information described herein. Please provide your authorization to proceed with the Services by returning a signed and dated copy of this letter.

PROJECT DESCRIPTION

The proposed project shall consist of the construction of a one-story slab-on-grade building with parking lot and drive for the new Multi-Generational Life Center to be located southeast of 19th Road and 9th Street in Clay Center, Kansas.

SCOPE OF SERVICES

The purpose of the Services will be to develop design and construction recommendations for geotechnical aspects of the project as defined in the project description. The geotechnical recommendations will be based on the soil, rock and groundwater conditions encountered in the borings at the time of exploration. You will be advised during the course of the exploration if conditions requiring additional exploration are present.

Geotechnical Field Exploration and Laboratory Testing

The geotechnical evaluation will consist of drilling eight (8) borings for the proposed building. The planned depth for these borings is up to twenty (20) feet. An additional two (2) borings will be drilled to ten (10) feet for the parking lot. Borings will be terminated at shallower depths if auger refusal is encountered.

Soil samples will be obtained from the borings at nominal intervals of 5 feet or detected changes in soil strata. Samples will be obtained by standard penetration test methods or 3-inch O.D. thin-walled Shelby tubes, as soil conditions warrant.

The groundwater level will be observed in each boring at the time of drilling and approximately 24 hours after completion, or upon leaving the project site, whichever is sooner, unless it is necessary to backfill a boring immediately after drilling.

Laboratory tests such as moisture content, dry density, Atterberg limits, and unconfined compressive strength will be performed to establish physical and engineering characteristics of the soil.

Geotechnical Engineering Analyses and Report Preparation

Engineering analyses will be performed for development of foundation design recommendations. The analysis report will include:

- Documentation of the field and laboratory phase of the exploration.
- Summarization of the soil, rock and groundwater conditions and their effect on the proposed construction.
- Detailed boring logs and site plan indicating boring locations.
- Identification of possible areas where deleterious materials may be encountered, their effect on construction, and methods of remedial treatment.
- Suitability of on-site material for use as fill and its effect on foundation and slab-on-grade performance.
- Recommendations for site grading including excavation, site preparation, fill placement, compaction, subgrade protection, and anticipated problems.
- Recommendations for design of shallow foundations.
- Recommendations for design of deep foundations (if required).
- Recommendations for observation of foundation construction and site grading.
- Pavement section recommendations (if loads are provided).
- Discussion of unusual site features which require additional consideration.

Other illustrations will be included as necessary to clarify engineering recommendations.

EXPLORATION, UTILITY VERIFICATION, AND SITE ACCESS

Site Access

By execution of this agreement, the Client grants or agrees to obtain access to the site for all equipment and personnel necessary for KVE to perform the Services. Client is responsible for providing written authority of access from legal property owner prior to initiation of field services. It is anticipated that the borings will be accessible to a truck mounted drill rig. If additional work to allow rig access is required, further fees will apply and will be quoted to you separately.

Borings will be backfilled with drill cuttings or bentonite, as appropriate. Excess drill cuttings will be mounded over the borehole in grassed areas. When borings are made in paved areas, the excess cuttings will be removed from the boring location to a designated on-site location. Borings located in asphalt or concrete will be patched with a similar material. Borings filled with cuttings may slump and may require periodic filling by Client or Owner.

Boring Location

Borings will be located in the field by measurements from on-site physical features. Elevations will be determined by differential leveling, utilizing a fixed monument on site as a benchmark if available.

Utilities

Utility companies will be notified to identify, to the extent possible, the location of underground utilities and other subterranean structures. Public utilities will not provide information beyond service connections. Information between service connections and a structure must be provided by the owner or his representative.

Insurance

All insurance provided under this Agreement shall be in the limits set forth in the attached Sample Acord 25 – Certificate of Liability Insurance only. The costs for any additional amounts or insurance coverages required by you or the project whether requested by modification to this Agreement or the execution of a third-party document will be treated as a reimbursable expense.

SCHEDULE AND FEE BASIS

We will proceed with this project within four (4) weeks of receipt of written authorization if weather and site conditions permit and a drill rig is available. The geotechnical report will be issued within ten (10) working days of the completion of the fieldwork. We anticipate the fieldwork to take two (2) to three (3) days.

We will perform the Geotechnical Services described herein for the lump sum fee of **Ten Thousand Seven Hundred Sixty-Five Dollars (\$10,765.00)**. A unit price schedule of drilling and laboratory testing services is included for your information. Additional work performed outside of the Scope of Services will be charged in accordance with the attached rate schedules.

We appreciate the opportunity to be of service to you. If you have any questions or comments, please do not hesitate to contact us at (913) 894-5150.

Respectfully submitted,
Kaw Valley Engineering, Inc.



Michael R. Osbourn, P.E.
Principal

JAN/djr

Attachments: 2024 Standard Hourly Rate Schedule
SAMPLE Acord 25 – Certificate of Liability Insurance

By signing this Authorization and Notice to Proceed or ordering the commencement of Services, you are affirming that you are authorized to bind Client to the terms and conditions of this authorization (hereinafter referred to as the "Agreement") and have read and accepted the terms and conditions. Any additional document requirements, including but not limited to Client form contracts and lien waivers that have not been mutually agreed to and executed by Client and KVE prior to the commencement of Services, are hereby waived and KVE's standard forms and format shall apply.

AUTHORIZATION AND NOTICE TO PROCEED

Client: City of Clay Center, Kansas

Name/Title: _____
(please print)

Signature: _____

Date: _____

Project Reference No.: _____

E-mail for Accounting: _____
E-mail address where invoices can be sent electronically

**UNIT PRICE SCHEDULE
DRILLING AND LABORATORY SERVICES
MULTI-GENERATIONAL LIFE CENTER
CLAY CENTER, KANSAS**

Item	Unit	Unit Price
Field Activities		
4" Continuous Flight Auger	Foot	\$20.00
6" Hollow Stem Auger	Foot	\$25.00
Standard Penetration Test	Each	\$25.00
3" Thin Wall Tube	Each	\$25.00
NQ Coring	Foot	\$55.00
Laboratory Analysis		
Moisture Content	Each	\$20.00
Natural Density	Each	\$15.00
Atterberg Limits	Each	\$100.00
Unconfined Compression	Each	\$65.00
Reimbursable Expenses		
Traffic Control	Cost plus 10%	

TERMS AND CONDITIONS MULTI-GENERATIONAL LIFE CENTER CLAY CENTER, KANSAS

1. **Testing and Observations.** Client understands that testing, inspection, and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. KVE will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce – not eliminate – project risk. Client agrees to the level or amount of testing performed and the associated risk. Client is responsible (even if delegated to contractor) for notifying and scheduling KVE so KVE can perform these services. KVE shall not be responsible for the quality and completeness of contractor's work or their adherence to the project documents, and KVE's performance of testing, inspection, and observation Services shall not relieve contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. KVE will not supervise or direct the work performed by contractor or its subcontractors and is not responsible for their means and methods.
2. **Warranty.** KVE will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. KVE MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO KVE'S SERVICES AND KVE DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
3. **LIMITATION OF LIABILITY.** CLIENT AND KVE HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING KVE'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE RISKS SO, TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF KVE (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF \$10,000.00 OR ITS FEE FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF KVE'S SERVICES ON THIS PROJECT REGARDLESS OF CAUSE(S) OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER KVE'S GENERAL LIABILITY POLICY.
4. **CONSEQUENTIAL DAMAGES.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.
5. **Change Orders.** Client may request changes to the scope of services by altering or adding to the Services to be performed. If Client so requests, KVE will return to Client a statement (or supplemental Agreement or Authorization for Services) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits KVE to perform changed or additional work, the Services are changed accordingly and KVE will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to KVE at the time of Authorization, KVE is entitled to a change order equitably adjusting its Services and fees.
6. **Compensation and Terms of Payment.** Client shall pay compensation for the Services performed at the fees stated in the Compensation/Fee section of the Authorization. Fee schedules are valid for the calendar year in which they are issued. KVE may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify KVE in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a late charge of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that KVE incurs, including attorney fees. KVE may suspend Services for lack of timely payment, and if account remains unpaid for up to 90 days, KVE may cause a mechanic's lien to be filed on the subject property on or around the 90th day of the unpaid account.
7. **Third Party Reliance.** This Authorization and the Services provided are for KVE and Client's sole benefit and exclusive use with no third party beneficiaries intended. Reliance upon the Services and any work product is limited to Client, and is not intended for third parties. For a limited time period not to exceed three months from the date of the report, KVE will issue additional reports to others agreed upon with Client; however, Client understands that such additional reports will not be issued until those parties sign and return KVE's reliance Authorization and KVE receives the agreed upon reliance fees.
8. **Indemnity.** Each party agrees, to the fullest extent allowed by law, to indemnify and hold harmless the other party and its officers, directors, partners and employees from and against any and all loss, cost, damage or expense, including reasonable attorneys' fees and other costs of defense, to the extent such loss, cost, damage or expense is caused (on a comparative basis of fault) by the negligent act, error or omission of the indemnifying party or its agents or subconsultants in the performance of services provided pursuant to this Agreement. Neither Client nor KVE shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.
9. **Dispute Resolution.**
 - A. All claims, disputes, and other matters in controversy between Client and KVE arising out of or in any way related to this Agreement will be submitted to non-binding mediation as a condition precedent to litigation. Notwithstanding any other provision of the Agreement, KVE shall have, in addition to any other right or option set forth herein, the right to proceed in creating a lien upon the building or other improvements and upon the real estate on which the building or improvements are situated for the work and labor done and the labor and materials furnished on and to said real estate and to enforce its mechanic's lien pursuant to all rights and remedies available to it under law.
 - B. The prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorney's fees, and other related expenses.

10. **Governing Law.** KVE and Client agree that this Agreement and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the State of Kansas. It is further agreed that any legal action between Client and KVE arising out of this Agreement or the performance of services shall be brought in a court of competent jurisdiction in the State of Kansas.

11. **Subsurface Explorations.** KVE will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.

12. **Sample Disposition, Affected Materials and Indemnity.** Samples are consumed in testing or disposed of upon completion of tests (unless stated otherwise in the Services).

13. **Utilities.** KVE shall utilize a utility locating service for public utilities. Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. KVE shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. KVE shall not be responsible for damage to subterranean structures or utilities that are not called to KVE's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to KVE.

14. **Site Access and Safety.** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. KVE will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any other parties, including Client, Client's contractors, subcontractors, or other parties present at the site.

15. **Unanticipated Hazardous Materials.** Hazardous materials or certain types of hazardous materials may exist at a site where there is no reason to believe they could or should be present. Client and KVE agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. Client and KVE also agree that the discovery of unanticipated hazardous materials will make it necessary for KVE to take immediate measures to protect human health and safety and/or the environment. KVE agrees to notify Client as soon as practically possible should unanticipated hazardous materials or suspected hazardous materials be encountered.

16. **Ownership of Documents.** All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates and other documents prepared by KVE as instruments of service shall remain the property of KVE.

17. **Successors, Assigns and Beneficiaries.** Client and KVE each bind himself and his partners, successors, executor, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement; except as above, neither Client nor KVE will assign, sublet, or transfer his interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than Client and KVE.

18. **Termination.** Either party may terminate this Authorization or the Services upon written notice to the other. In such case, KVE shall be paid costs incurred and fees earned to the date of termination, plus reasonable costs of closing the project.

19. **Insurance.**

A. KVE shall procure and maintain insurance during the life of this Agreement as set forth in the attached SAMPLE Acord 25 – Certificate of Liability Insurance. The costs for any additional insurance coverage required by Client or the Project whether requested by modification to this Agreement or the execution of a third-party document shall be the responsibility of Client and treated as a reimbursable expense.

B. Upon request, KVE shall cause Client to be listed as an additional insured on any applicable general liability and automobile liability insurance policies carried by KVE with a 30-day notice of cancellation subject to the terms and conditions of the policy.



2024 Standard Hourly Rate Schedule

This rate schedule is updated once each year in January, and the current rates in effect at the time of service shall apply.

Design Services

Principal	\$240.00
Project Manager.....	210.00
Structural Engineer	195.00
Senior Design Engineer	195.00
Design Engineer	165.00
Intern Engineer	130.00
Senior CADD Technician	125.00
CADD Technician	110.00
Administrative Assistant	75.00

Surveying Services

Survey Principal	\$175.00
Survey Project Manager	150.00
Professional Land Surveyor.....	140.00
1 - Person Survey Party with Standard Equipment	145.00
2 - Person Survey Party with Standard Equipment	185.00
Survey Party Leader	110.00
Survey Party Technician	75.00
Survey CADD Technician	115.00
GNSS Equipment.....	35.00
Robotic Total Station Equipment	35.00
Terrestrial 3D LiDAR Scanning.....	45.00
GeoSLAM Mobile 3D LiDAR Scanning.....	55.00
UAS Drone.....	150.00
ATV Equipment.....	250.00/Day

Geotechnical, Construction Inspection & Materials Testing Services

Manager of Field Services	\$120.00
Geotechnical Engineer.....	190.00
Materials Engineer.....	175.00
Registered Geologist	110.00
Truck-Mounted Drill Rig with Crew	225.00
ATV-Mounted Drill Rig with Crew	250.00
Engineer Technician	80.00
Senior Engineer Technician.....	95.00
Non-Destructive Testing Technician	120.00

In addition to the above, reimbursement shall be made for expenses incurred in connection with the project, such as filing fees, print, research materials, equipment rental, mileage, per diem, postage and handling, and any other related expenses will be billed at their direct cost. Subcontracted labor, technical photography, and other direct job costs will be billed at their direct cost.

PRINTING & COPYING

Miscellaneous Expenses	At direct cost
Walk-In Customers	\$10.00 flat fee
Mylar	10.00 / sheet
Bond	2.50 / sheet
8½" x 11" (Black & White).....	0.50 / sheet
11"x17" (Black & White)	0.80 / sheet
8½" x 11" (Color).....	1.50 / sheet
11" x 17" (Color).....	2.50 / sheet

EQUIPMENT

Vehicle Mileage (Truck or Auto)	\$0.67 / mile
Vehicle Mileage (Drill Rig)	\$5.00 / mile

Hourly Rate Sheet 2024.docx. 0124

2319 N. Jackson, PO Box 1304 ▪ Junction City, Kansas 66441 ▪ Tel: 785-762-5040
 8040 N. Oak Trafficway ▪ Kansas City, Missouri 64118 ▪ Tel: 816-468-5858
 14700 West 114th Terrace ▪ Lenexa, Kansas 66215 ▪ Tel: 913-894-5150
 1627 Sunflower Lane ▪ Salina, Kansas 67401 ▪ Tel: 785-823-3400
 20 E. 5th Ave ▪ Emporia, Kansas 66801 ▪ Tel: 620-208-5240
 200 N. Emporia, Suite 100 ▪ Wichita, Kansas 67202 ▪ Tel: 316-440-4304



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/8/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
IMA, Inc. - Kansas City
11350 Switzer Rd, Suite 200
Overland Park KS 66210

CONTACT NAME: IMA Wichita Team

PHONE (A/C, No, Ext): 316-267-9221

FAX (A/C, No):

E-MAIL: certs@imacorp.com

ADDRESS:

License#: PC-1210733
KAWVALL-01

INSURED
Kaw Valley Engineering Inc.
2319 North Jackson Street
Junction City KS 66441

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: The Cincinnati Insurance Company

10677

INSURER B: Swiss Re Corp Solutions Capacity Ins Corp fka Firs

34916

INSURER C:

INSURER D:

INSURER E:

INSURER F:

COVERAGES

CERTIFICATE NUMBER: 1890438188

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☒ LOC ☐ OTHER:			ENP0538086	6/1/2024	6/1/2027	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			ENP0538086	6/1/2024	6/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$10,000			ENP0538086	6/1/2024	6/1/2027	EACH OCCURRENCE \$7,000,000 AGGREGATE \$7,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N	N/A	EWC 053822705	6/1/2024	6/1/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
B	Professional and Pollution Liability			CNP100004002	8/8/2024	8/8/2025	Each Claim \$5,000,000 Aggregate \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

General Liability Coverage includes Contractual Liability - Railroads, subject to the terms and conditions of the policy.

Automobile Liability includes coverage for Certain Operations in Connection with Railroads, subject to the terms and conditions of the policy.

CERTIFICATE HOLDER

CANCELLATION

For Information Only

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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1120 Hostetler Drive
Manhattan, Kansas 66502
P (785) 539-9099
Terracon.com

September 9, 2024

City of Clay Center
427 Court Street
Clay Center, Kansas 67432

Attn: Mayor Thatcher
P: (785) 632-5454
E: citymayor@claycenterks.com

RE: Proposal for Geotechnical Engineering Services
Multigenerational Life Center
9th Street & 19th Road
Clay Center, Kansas
Terracon Proposal No. PC6245043

Dear Mr. Thatcher:

We appreciate the opportunity to submit this proposal to City of Clay Center (Client) to provide Geotechnical Engineering services for the above referenced project. The following are exhibits to the attached Agreement for Services.

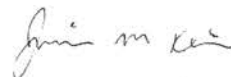
Exhibit A	Project Understanding
Exhibit B	Scope of Services
Exhibit C	Compensation and Project Schedule
Exhibit D	Site Location and Nearby Geotechnical Data
Exhibit E	Anticipated Exploration Plan

Terracon will perform the Scope of Services described in this proposal for a lump sum fee of \$6,900. Exhibit C includes details of our fees, consideration of additional services, and a general breakdown of our anticipated schedule.

To authorize Terracon to proceed in accordance with this proposal, please sign and return a copy of the attached Agreement for Services to Jamie.Klein@terracon.com.

Sincerely,
Terracon


Michael A. Snapp, PE
Geotechnical Engineer


Jamie M. Klein, PE
Senior Engineer

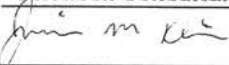
AGREEMENT FOR SERVICES

This **AGREEMENT** is between City of Clay Center KS ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the Multigenerational Life Center, Clay Center, KS project ("Project"), as described in Consultant's Proposal dated 09/09/2024 ("Proposal"), including but not limited to the Project Information section, unless the Project is otherwise described in Exhibit A to this Agreement (which section or Exhibit is incorporated into this Agreement).

- 1. Scope of Services.** The scope of Consultant's services is described in the Proposal, including but not limited to the Scope of Services section ("Services"), unless Services are otherwise described in Exhibit B to this Agreement (which section or exhibit is incorporated into this Agreement). Portions of the Services may be subcontracted. Consultant's Services do not include the investigation or detection of, nor do recommendations in Consultant's reports address the presence or prevention of biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) or occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence. If Services include purchase of software, Client will execute a separate software license agreement. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.
- 2. Acceptance/ Termination.** Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this Agreement as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This Agreement shall not be assigned by either party without prior written consent of the other party. Either party may terminate this Agreement or the Services upon written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the Project.
- 3. Change Orders.** Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.
- 4. Compensation and Terms of Payment.** Client shall pay compensation for the Services performed at the fees stated in the Proposal, including but not limited to the Compensation section, unless fees are otherwise stated in Exhibit C to this Agreement (which section or Exhibit is incorporated into this Agreement). If not stated in either, fees will be according to Consultant's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Fees do not include sales tax. Client will pay applicable sales tax as required by law. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney fees. Consultant may suspend Services for lack of timely payment. It is the responsibility of Client to determine whether federal, state, or local prevailing wage requirements apply and to notify Consultant if prevailing wages apply. If it is later determined that prevailing wages apply, and Consultant was not previously notified by Client, Client agrees to pay the prevailing wage from that point forward, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. Client also agrees to defend, indemnify, and hold harmless Consultant from any alleged violations made by any governmental agency regulating prevailing wage activity for failing to pay prevailing wages, including the payment of any fines or penalties.
- 5. Third Party Reliance.** This Agreement and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third party beneficiaries intended. Reliance upon the Services and any work product is limited to Client, and is not intended for third parties other than those who have executed Consultant's reliance agreement, subject to the prior approval of Consultant and Client.
- 6. LIMITATION OF LIABILITY.** CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF \$50,000 OR CONSULTANT'S FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT. PRIOR TO ACCEPTANCE OF THIS AGREEMENT AND UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION IN THE FORM OF A SURCHARGE TO BE ADDED TO THE AMOUNT STATED IN THE COMPENSATION SECTION OF THE PROPOSAL. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE PROFESSIONAL LIABILITY INSURANCE COVERAGE, CAUSE(S), OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL LIABILITY POLICY.
- 7. Indemnity/Statute of Limitations.** Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this Agreement. Causes of action arising out of Consultant's Services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of Services on the project.
- 8. Warranty.** Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. **EXCEPT FOR THE STANDARD OF CARE PREVIOUSLY STATED, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
- 9. Insurance.** Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance (\$1,000,000); (ii) commercial general liability insurance (\$2,000,000 occ / \$4,000,000 agg); (iii) automobile liability insurance (\$2,000,000 B.I. and P.D. combined single limit); (iv) umbrella liability (\$5,000,000 occ / agg); and (v) professional liability insurance (\$1,000,000 claim / agg). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.

- 10. CONSEQUENTIAL DAMAGES.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.
- 11. Dispute Resolution.** Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to Kansas law.
- 12. Subsurface Explorations.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.
- 13. Testing and Observations.** Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client shall cause all tests and inspections of the site, materials, and Services performed by Consultant to be timely and properly scheduled in order for the Services to be performed in accordance with the plans, specifications, contract documents, and Consultant's recommendations. No claims for loss or damage or injury shall be brought against Consultant by Client or any third party unless all tests and inspections have been so performed and Consultant's recommendations have been followed. Unless otherwise stated in the Proposal, Client assumes sole responsibility for determining whether the quantity and the nature of Services ordered by Client is adequate and sufficient for Client's intended purpose. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by Services not performed due to a failure to request or schedule Consultant's Services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by Client's contractor or its subcontractors and is not responsible for their means and methods. The extension of unit prices with quantities to establish a total estimated cost does not guarantee a maximum cost to complete the Services. The quantities, when given, are estimates based on contract documents and schedules made available at the time of the Proposal. Since schedule, performance, production, and charges are directed and/or controlled by others, any quantity extensions must be considered as estimated and not a guarantee of maximum cost.
- 14. Sample Disposition, Affected Materials, and Indemnity.** Samples are consumed in testing or disposed of upon completion of the testing procedures (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Materials unless specifically provided in the Services, and that Client is responsible for directing such disposition. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site and Consultant shall not be responsible for any claims, losses, or damages allegedly arising out of Consultant's performance of Services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.
- 15. Ownership of Documents.** Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.
- 16. Utilities.** Unless otherwise stated in the Proposal, Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.
- 17. Site Access and Safety.** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any third parties, including Client's contractors, subcontractors, or other parties present at the site. In addition, Consultant retains the right to stop work without penalty at any time Consultant believes it is in the best interests of Consultant's employees or subcontractors to do so in order to reduce the risk of exposure to unsafe site conditions. Client agrees it will respond quickly to all requests for information made by Consultant related to Consultant's pre-task planning and risk assessment processes.

Consultant: **Terracon Consultants, Inc.**

By:  Date: **9/9/2024**

Name/Title: **Jamie M. Klein, P.E. / Principal**

Address: **1120 Hostetler Dr
Manhattan, KS 66502-5062**

Phone: **(785) 539-9099** Fax: **(785) 539-4437**

Email: **Jamie.Klein@terracon.com**

Client: **City of Clay Center KS**

By: _____ Date: _____

Name/Title: **Jimmy Thatcher / Mayor**

Address: **427 Court St
Clay Center, KS 67432**

Phone: **(785) 632-5454** Fax: _____

Email: **citymayor@claycenterks.com**

Exhibit A – Project Understanding

Our Scope of Services is based on our understanding of the project as described by the Spangenberg Phillips Tice (SPT) Architecture and the expected subsurface conditions as described below. We have not visited the project site to confirm the information provided. Aspects of the project that are undefined or assumed are noted below. We request the Client and/or the design team verify this information before we mobilize to perform the field exploration.

Planned Construction

Item	Description
Information Provided	Our understanding of the project is from email correspondence with the SPT Architecture and the provided Preliminary Site Plan dated August 13, 2024.
Project Description	The project will include the construction of a multipurpose activities building which will include indoor courts, offices, and meeting spaces. The building will have a plan area of approximately 38,000 square feet and will include associated paved parking and drive areas generally west of the building.
Proposed Structure	We anticipate the building will be steel-framed with masonry façade and have light gage steel and/or CMU interior walls. The building will be slab-on-grade (no basement) and will likely be supported by shallow foundations.
Finished Floor Elevation (FFE)	The FFE of the building was not provided. We anticipate the FFE will be within 5 feet of existing grades.
Maximum Loads	Anticipated structural loads were not provided. We have assumed the following maximum loads based on our experience with similar projects. ■ Columns: 125 kips ■ Walls: 4 kips per linear foot (klf) ■ Slabs: 125 pounds per square foot (psf) We request that updated loading information be provided by the design team for use in our analyses.
Grading/Slopes	A site grading plan was not provided. We have considered no more than 5 feet of cut and/or fill will be required to develop final grades, and that final slopes would have a maximum inclination of 3H:1V (Horizontal: Vertical).

Item	Description
Below-Grade Structures	No basement level or other below-grade areas are planned.
Free-Standing Retaining Walls	We have considered no free-standing retaining walls will be necessary.
Pavements	No information regarding anticipated vehicle types, axle loads, or traffic volumes was provided. We anticipate the pavements will be utilized primarily by passenger vehicles (cars, pickup trucks, SUV's) with occasional 2-axle delivery trucks and 3-axle trash collection trucks.

Site Location and Anticipated Conditions

Item	Description
Project Location	The project is located southeast of the intersection of 9th Street & 19th Road in Clay Center, Kansas. Latitude/Longitude: 39.3933, -97.1178 (approximate) See Exhibit D – Site Location
Existing Improvements	The site is an undeveloped agricultural field.
Current Ground Cover	Assumed to be row crops.
Existing Topography	Based on provided Google Earth we understand the site slopes down from east to west with ground surface elevations ranging from about 1,282 feet to 1,272 feet across the project site.
Site Access	We expect the site, and all exploration locations, are accessible with our ATV-mounted or track-mounted drilling equipment. If crops are present at the time of our fieldwork, a crop damage agreement should be arranged between the Client and landowner/tenant.
Expected Subsurface Conditions	Based on our experience in the vicinity of this site, we anticipate the subsurface conditions likely consist of variable plasticity clay soils which become sandy with depth. Existing fill could be encountered if borings are performed on terraces.



Exhibit B - Scope of Services

Our proposed Scope of Services consists of field exploration, laboratory testing, and engineering/project delivery. These services are described in the following sections.

Field Exploration

Based on input provided by the Client, and our experience with similar projects in the vicinity of the project site, we propose the following field exploration program.

Number of Borings	Planned Boring Depth (feet) ¹	Planned Location ²
6	20	Within the proposed building area
2	5	Within the proposed pavement areas

1. Borings will be advanced to the proposed depths unless practical auger refusal occurs at shallower depths. No rock coring will be performed.
2. The planned boring locations are shown on the attached **Anticipated Exploration Plan**.

Boring Layout and Elevations: We will use handheld GPS equipment and reference existing site features to locate borings with an estimated horizontal accuracy of ± 20 feet. If available, approximate ground surface elevations will be obtained by interpolation from a site specific, surveyed topographic map. In the absence of site-specific topographic information, elevations will be estimated using Google Earth.

Subsurface Exploration Procedures: We will advance the borings with a track-mounted or ATV-mounted drill rig using continuous flight augers (solid stem and/or hollow stem, as necessary, depending on soil conditions). Three to four samples will generally be obtained in the upper 10 feet of each boring, and samples will be obtained at depth intervals of about 5 feet thereafter. Two samples will generally be obtained from each pavement-area boring. Soil sampling will be performed using thin-wall tube and/or split-barrel sampling procedures. The split-barrel sampler will be driven in accordance with standard penetration test (SPT) procedures. We will transport the samples to our laboratory for observation, testing, and classification.

Our exploration team will prepare field boring logs to record sampling depths, penetration distances, other relevant sampling information, visual classifications of materials observed during drilling, and our interpretation of subsurface conditions between samples. In addition, we will observe and record groundwater levels in the boreholes while auger drilling and at the completion of drilling.

Property Disturbance: Terracon will take reasonable efforts to reduce damage to the property as a result of our exploration activities. However, in the normal course of our services, some disturbance (such as rutting of the ground surface and damage to pavements, crops and/or landscaping) could occur.

We will backfill the borings with auger cuttings and bentonite chips after completion of drilling. Excess auger cuttings will be disposed of on the site by spreading in the vicinity of the boreholes. Because backfill material often settles below the surface after a period, the site owner should observe the boreholes periodically and backfill them, if necessary. We can provide this service or grout the boreholes for additional fees at your request. Terracon's scope of services does not include any responsibility for future maintenance or backfilling of the boreholes.

Safety

Terracon is not aware of environmental concerns at this project site that would create health or safety hazards associated with our exploration program; thus, our Scope considers standard OSHA Level D Personal Protection Equipment (PPE) appropriate. Our Scope of Services does not include environmental site assessment services, but identification of unusual or unnatural materials observed while drilling will be noted on our boring logs.

Terracon will contact the Kansas one-call system to locate utilities in public easements. Location of private lines is not included in the one-call locate. The site owner should locate and mark all private utilities before we mobilize to perform the field exploration. Terracon is not responsible for damage to any utilities (public or private) incorrectly marked or not marked by others.

Terracon's Scope of Services does not include private utility locating services. If the landowner/client is unable to accurately locate private utilities, and it becomes apparent that the risk of private utilities on/near the site exists, then Terracon will initiate these services (which may require rescheduling fieldwork with an added mobilization fee) by forwarding the additional scope and corresponding fee to our client for approval.

Site Access: Terracon must be granted access to the site by the property owner. If the client accepts this proposal, we will consider that the client has obtained authorization from the owner for Terracon to access the property and conduct the field exploration. Our proposed fees do not include negotiation and coordination of access with landowners or tenants. Terracon will conduct field services during normal business hours (Monday through Friday between 7:00am and 5:00pm). If our exploration must take place over a weekend or at night, please contact us so we can adjust our schedule and fee.

Laboratory Testing

The project engineer will review the field data and assign laboratory tests. Exact types and number of tests cannot be defined until completion of fieldwork, but we anticipate the following laboratory testing may be performed:

- Water content
- Dry unit weight
- Atterberg limits
- Unconfined compressive strength

Our laboratory testing program will include examination of soil samples by an engineer or geologist. Based on the results of our field and laboratory programs, we will describe and classify soil samples in general accordance with the Unified Soil Classification System (USCS). If rock samples are obtained, they will be classified using locally accepted practices for engineering purposes.

Engineering and Project Delivery

The results of our field and laboratory programs will be evaluated, and a geotechnical engineering report will be prepared under the supervision of a licensed professional engineer. The geotechnical engineering report will provide the following:

- Boring logs with field and laboratory data
 - Stratification based on visual soil (and rock) classification
 - Groundwater levels observed during and at the completion of drilling
- Site Location Plan and Exploration Plan
- Subsurface exploration procedures
- Description of subsurface conditions
- Earthwork considerations including site preparation, fill materials, and compaction requirements
- Design and construction considerations for shallow foundations, including allowable bearing pressure, estimated settlement, and minimum frost depth
- Seismic site class according to the International Building Code (IBC)
- Subgrade preparation recommendations for grade-supported floor slabs and pavements
- Opinions of minimum pavement section thicknesses

In addition to an emailed report, your project will also be delivered using Terracon's online report delivery platform, **Compass**. Upon initiation, we provide you and your design team the necessary link and password to access the website. Each project

includes a calendar to track the schedule, an interactive site map, a listing of team members, access to the project documents as they are uploaded to the site, and a collaboration portal. We welcome the opportunity to have project kickoff conversations with the team to discuss key elements of the project and demonstrate features of the portal. The typical delivery process includes the following:

- Project Planning: Proposal information, schedule, and anticipated exploration plan
- Site Characterization: Findings of the site exploration and laboratory results
- Geotechnical Engineering Report

When our services are complete, we will upload a printable version of our completed report. Previous submittals, collaboration, and the report will be maintained in our system. This will allow future reference and integration into subsequent aspects of our services as the project goes through final design and construction.

Exhibit C - Compensation and Project Schedule

Compensation

Based upon our understanding of the site, the project as summarized in Exhibit A, and our planned Scope of Services outlined in Exhibit B, our base fee is shown in the following table:

Task No.	Task	Lump Sum Fee ²
1	Subsurface Exploration ¹	\$4,300
2	Laboratory Testing	\$1,400
3	Geotechnical Report	\$1,200
	Total	\$6,900

1. The lump sum fee considers one drill rig mobilization and no unexpected onsite delays. If additional drill rig mobilizations are required, an additional fee of \$1,750 would be invoiced. A drill crew standby rate of \$325 per hour would be invoiced for unexpected delays.
2. Proposed fees noted above are effective for 90 days from the date of the proposal.

Our Scope of Services does not include services associated with wet ground conditions, or repair of damage to existing landscaping, or payment for crop damage. If such services are desired by the owner/client, we should be notified so we can adjust our Scope of Services and fee. If borings will be performed when crops are planted, a crop damage agreement should be established between the Client and crop owner before we mobilized to perform the subsurface exploration.

If we encounter conditions that will require a revision to our scope of services or will result in higher fees, we will contact you and obtain your approval prior to initiating these services. If we are authorized to proceed and the client subsequently postpones or cancels the work, we will invoice the client for the costs of project set up and mobilization incurred prior to notice of cancellation.

We are available to confer with the client after submittal of our report. Consultation is beyond the scope of this proposal and would be charged at \$135 per hour for a Staff or Project Engineer, \$185 per hour for a Senior Engineer, and \$225 per hour for a Principal or Senior Consultant.

Project Schedule

We developed a schedule to complete the Scope of Services based upon our existing availability and understanding of your project schedule. However, our schedule does not account for delays in field exploration beyond our control, such as weather conditions, delays resulting from utility clearance, permit delays, or lack of permission to access the boring locations. In the event the schedule provided is inconsistent with your needs, please contact us so we may consider alternatives.

Milestone	Schedule ^{1, 2, 3}
Project Planning	3 business days after notice to proceed
Completion of Field Program	2 to 4 weeks
Geotechnical Engineering Report	4 to 6 weeks
1. Upon receipt of your notice to proceed we will activate the schedule component on Compass with specific, anticipated dates for the delivery points noted above as well as other pertinent events. 2. We will maintain an activities calendar within on Compass. The schedule will be updated to maintain a current awareness of our plans for delivery. 3. The schedule for public utility locates is not controlled by Terracon. Although most statewide one-call systems are required to locate/mark public utilities within 2 business days after receipt of a locate request, it has been our experience that up to 7 business days may be required to complete these locates.	

Exhibit D – Site Location and Nearby Geotechnical Data



Exhibit E – Anticipated Exploration Plan

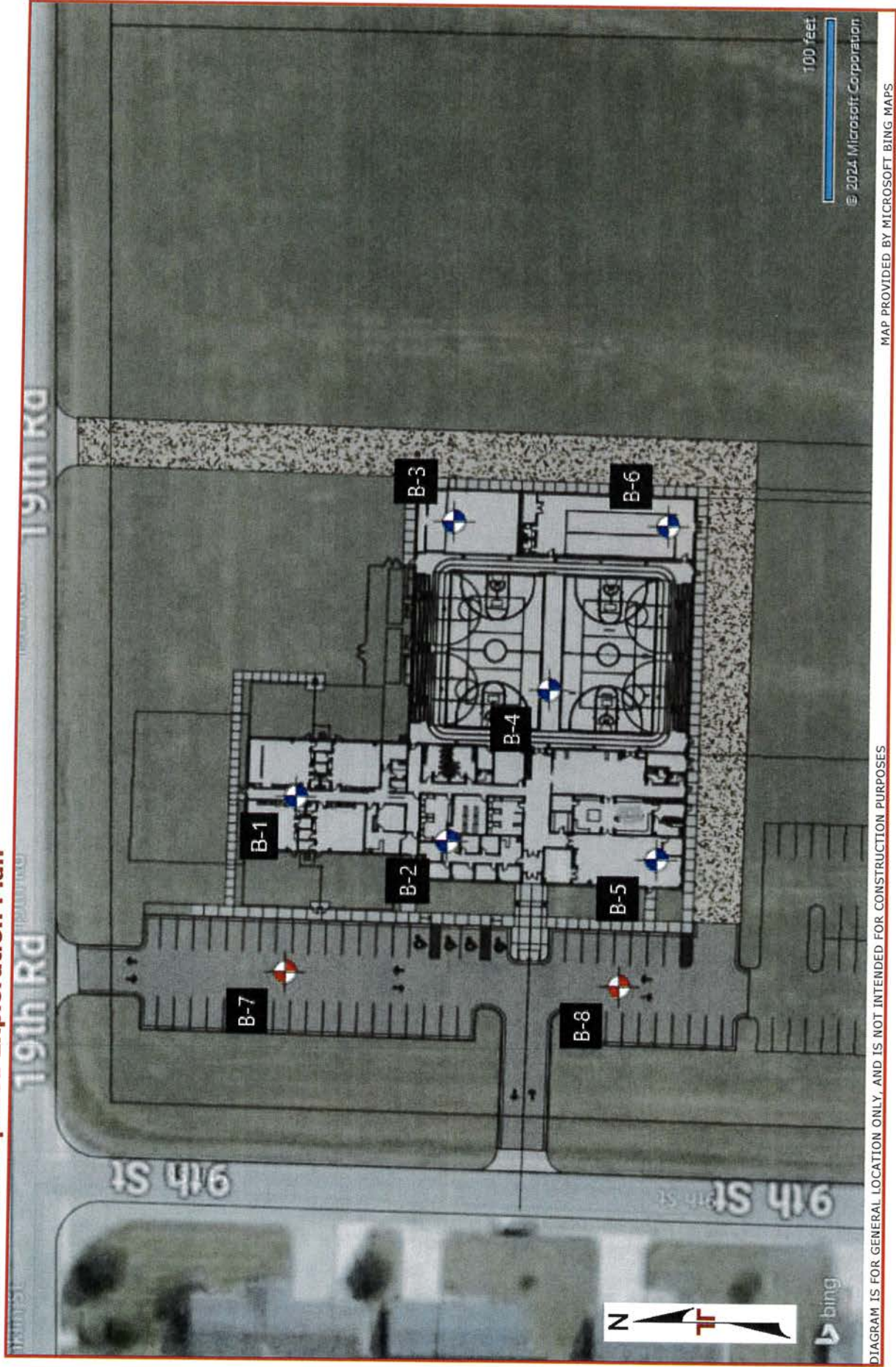


DIAGRAM IS FOR GENERAL LOCATION ONLY, AND IS NOT INTENDED FOR CONSTRUCTION PURPOSES



Environmental
Geotechnical Engineering
Geophysical Technology
Materials Testing
Field Inspections & Code Compliance

September 11, 2024

Mr. James Thatcher
City of Clay Center
427 Court Street
Clay Center, Kansas 67432

SUBJECT: Proposal for Geotechnical Engineering Services
 Clay Center
 Clay Center, Kansas
 UES Proposal A24125.00811.000

Dear Mr. Thatcher:

GSI Engineering, LLC a UES Company (UES) is pleased to present this proposal to provide the geotechnical engineering services for the above-referenced project. This proposal is based upon a preliminary understanding of your requirements as stated in your request for proposal dated September 6, 2024.

UES is committed to providing a high level of service to its clients. If a change in the proposed scope of work is requested, we are prepared to consider appropriate modifications, subject to the standards of care to which we adhere as professionals. Modifications such as changes in scope, methodology, scheduling, and contract terms and conditions beyond that which is described in this proposal may result in additional risks assumed by you and may require adjustments to our fee.

PROJECT DESCRIPTION

The proposed project will be located at 9th Street and 19th Road in Clay Center, Kansas. We understand the development will consist of the construction of a new life center with associated parking/drive areas. The single-story structure will be of pre-engineered metal construction with a concrete slab-on-grade floor. We understand that the Turf Area in the southeast portion of the new building will be constructed as a concrete masonry unit block shelter. We estimate the structure will have maximum column and continuous wall loads on the order of 100 kips and 5 kips per linear foot, respectively.

We anticipate that the pavement will support predominately light passenger cars with less frequent panel delivery vans, passenger vans, and trash trucks.

We assume site grading required to bring the building pad to the desired elevation will be minimal, with

cuts or fills less than 2 feet. Please contact us if site grading will be more significant so we may evaluate and adjust our scope of service if necessary.

SCOPE OF SERVICES

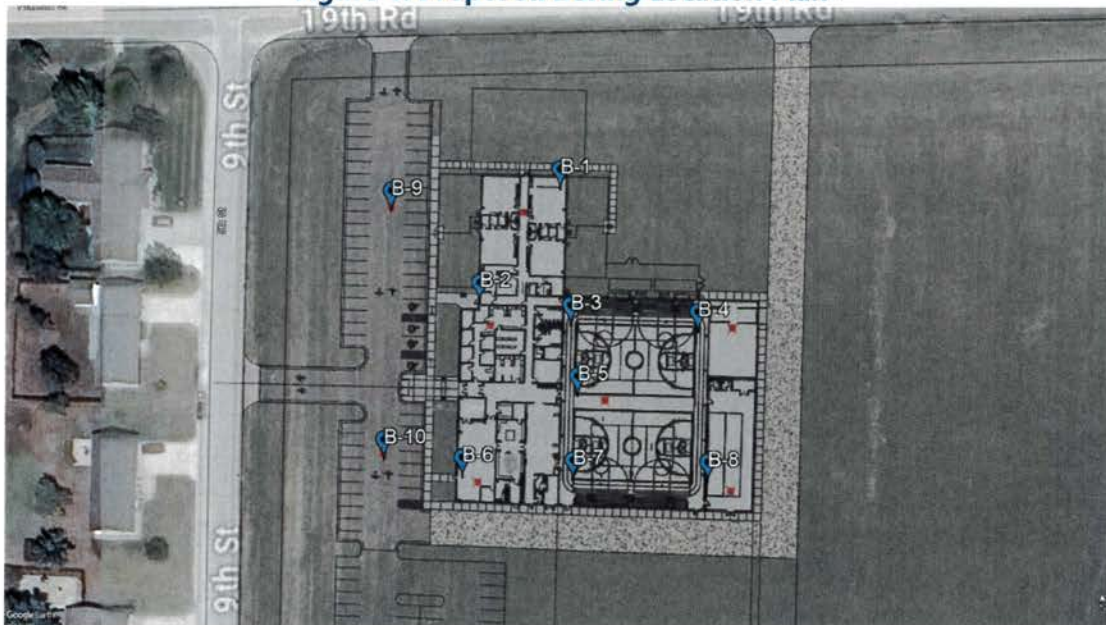
UES will request a utility clearance through Kansas One-Call. The client will be responsible for locating and marking nonmember utilities or private utilities not located by Kansas One-Call. UES is not responsible for loss or damage resulting from unmarked utilities. If requested, we will provide a quote to provide underground utility locating services to locate private utilities.

We propose to explore the subsurface conditions at this site by drilling borings according to the Soil Boring Schedule presented in Table 1. The borings will be drilled to the aforementioned depths or auger refusal, whichever occurs first. The top of boreholes will be surveyed by the drill crew relative to a common on-site point or borehole elevations will be obtained using the ground surface profiling tool in Google Earth.

Table 1: Soil Boring Schedule

Structure/Area	Number of Borings	Boring Depth (ft.)
Building	8	15
Parking Area	2	5

Figure 1: Proposed Boring Location Plan



Logs of the subsurface conditions encountered in the borings will be recorded by our field personnel at the time of subsurface exploration. Samples will be obtained at selected depth intervals and will be returned to our laboratory for testing and analysis.

We anticipate that the laboratory testing program may include the following tests:

- Moisture Content (ASTM D2216) 16
- Atterberg Limits (ASTM D4318) 5
- No. 200 Sieve Wash (ASTM D1140) 5
- Unconfined Compressive Strength of Soil (ASTM D2166) 2

The actual type and number of tests will depend on the soil conditions we encounter.

Based on the findings of the field and laboratory programs and engineering analyses, we will provide opinions and recommendations regarding the following:

- Subsurface soil conditions, including depth and consistency of soil strata;
- Groundwater levels as observed during field work, excluding quantitative determinations of flow or dewatering rates;
- Site grading recommendations, including a discussion of anticipated excavation requirements;
- Suitable foundation type and depth, allowable bearing pressures, and estimated settlements;
- Treatment and/or removal of unsuitable bearing soils, if encountered;
- Empirical lateral earth pressure coefficients;
- Seismic Site Classification per IBC 2018/ASCE 7-16;
- Slab-on-grade construction;
- Excavation and trenching considerations;
- Suitability of on-site material for structural fill; and
- Pavement structural section for parking and drive areas.

We will present our opinions and recommendations in a written report which will include a map of the boring locations, logs of the explorations and laboratory test results. We will submit an electronic copy (pdf format) of the final report.

SCHEDULE

Our estimated schedule for the proposed geotechnical exploration is presented in Table 2. We will provide verbal updates as information is developed to expedite the project schedule.

Table 2: Project Schedule

Service	Estimated Schedule
Begin Field Work	10 to 15 days after notice to Proceed
Field Work Duration	1 to 2 days
Final Report	15 days after completion of fieldwork

FEES AND CONDITIONS

Our services will be performed in accordance with the attached General Conditions. The fees for the geotechnical engineering services described are presented in Table 3. The referenced prices assume that the site is accessible to a standard truck mounted drilling rig.



Table 3: Fee Schedule

Service	Fee	Unit
Geotechnical Exploration and Report	\$ 6,000.00	Lump Sum
Additional Services		
Borehole Plugging (as required)	\$ 5.00	Per Foot
Additional or Deeper Borings (as requested)	\$ 25.00	Per Foot
Additional Engineering Analysis (as requested)	\$ 165.00	Per Hour

Our lump sum cost includes up to 2 hours of engineering time to respond to design team questions regarding our report and to review project documents for compliance with our recommendations. Engineering analysis of alternate design concepts or other consultation will be invoiced at the unit rate in Table 3.

The above lump sum includes the costs associated with plugging our borings with soil cuttings. However, state law in Kansas requires that a licensed well driller plug all geotechnical explorations that encounter groundwater or extend past a depth of 25 feet with bentonite, cement grout, concrete grout, or neat cement. An additional fee of \$5.00 per linear foot will be required for each auger boring that encounters groundwater or extends past a depth of 25 feet to cover the costs associated with such plugging activities. Because our proposed borings will be less than 25 feet deep, this fee will only be assessed if we encounter groundwater.

If any significant changes are made in the location or proposed construction as described above, or if the encountered soil conditions are significantly different from those anticipated, additional study and analyses or more or deeper field exploration may be required. Any work required beyond the scope of that proposed above will be undertaken only after receiving your prior authorization and after an adjustment has been made to our fee to cover the additional work.

Please note that our fees are due within 30 days of the presentation of our invoice. If payment within 30 days is not possible, we should be contacted prior to commencing work to develop an acceptable payment schedule.

LIMITATIONS

The proposed exploration described herein specifically excludes the assessment of environmental characteristics, particularly those involving hazardous and/or toxic substances. A separate or concurrent environmental assessment may be appropriate prior to construction. We would be pleased to prepare a proposal for these services if requested. If obviously suspicious subsurface materials are encountered visually or by odor in the field explorations, we will immediately terminate the explorations and notify you regarding the situation.

During the performance of UES's services, hazardous materials may be discovered. UES will assume no responsibility or liability whatsoever for any claim, loss of property value, damage, or injury which results from pre-existing hazardous materials being encountered or present on the project site or from the discovery of such hazardous materials. You will be asked to sign an agreement indemnifying UES from liability or loss arising out of the services covered by this proposal, including liability or loss in connection



Clay Center
Clay Center, Kansas
GSI Proposal No. A24125.00811.000
September 11, 2024

with pre-existing hazardous materials.

CLOSURE

UES appreciates the opportunity to submit this proposal, and we look forward to working with you on this project. If you agree with the terms of this proposal, please sign and return the enclosed service agreement. A fully executed copy will be returned to you. If you have any questions or need additional information, please contact UES's Wichita office.

Respectfully submitted,
GSI Engineering, LLC – a UES Company

A handwritten signature in blue ink, appearing to read "Anna E. Wilson".

Anna E. Wilson
Staff Geologist
awilson2@teamues.com

A handwritten signature in blue ink, appearing to read "Kaleb A. Meyer".

Kaleb A. Meyer, I.G.
Assistant Geotechnical Manager
kmeyer@teamues.com

Attachments: Geotechnical Service Agreement and General Conditions (3); GBA (3)



GSI ENGINEERING, LLC
a UES Company

GSI Proposal Number A24125.00811.000

Geotechnical Services Agreement

PARTIES

This Agreement is made on Wednesday, September 11, 2024, between:

City of Clay Center
427 Court Street
Clay Center, Kansas 67432

and

GSI Engineering, LLC
a UES Company
4503 East 47th Street South
Wichita, Kansas 67210

hereinafter called "Client"

hereinafter called "Consultant"

PROJECT DESCRIPTION

Client engages Consultant to provide Geotechnical Engineering Services in connection with the Clay Center project in Clay Center, Kansas.

SCOPE OF SERVICES

Consultant agrees to perform Geotechnical Engineering Services in accordance with attached Proposal No. A24125.00811.000 dated September 10, 2024. Client agrees that all services not expressly included are excluded from Consultant's Scope of Services.

COMPENSATION

Client agrees to compensate Consultant for the referenced services in accordance with Table 3 of this proposal.

Client and Consultant acknowledge that each has read and agrees to the attached General Conditions, which are incorporated herein and made a part of this Agreement and apply to all services performed by Consultant.

Client: City of Clay Center

Consultant: GSI Engineering, LLC a UES Company

Signature: _____

Signature: _____

Print Name: _____

Print Name: Matthew N. Tye, P.E.

Title: _____

Title: Director of Geotech & CMT Operations

Date: _____

Date: _____

Client Billing Contact Information

Name: _____

Email: _____

Phone: _____



GENERAL CONDITIONS

DEFINITIONS:

- A. **Contract Documents.** Plans, specifications, proposals, and Agreements between Client and UES, including addenda, amendments, supplementary instructions, add-scopes and change orders.
- B. **Client.** The entity (individual person, corporation, non-profit organization, or other business entity) requesting UES to perform the work as described in SCOPE of SERVICES under this Agreement.
- C. **Days.** Calendar day(s) unless otherwise stated.
- D. **Hazardous Materials.** Any toxic substance, chemical, radioactive material, pollutant or any material that is currently identified as hazardous under any federal, state or local law or regulation or is subject to special handling, disposal or clean-up. Hazardous Materials include, but are not limited to, those substances defined, designated or listed in any federal, state or local law, regulation or ordinance concerning hazardous wastes, toxic substances, or pollution.
- E. **Services.** The professional and technical services provided by UES as set forth in the Agreements between Client and UES and any written amendment to the Agreements.
- F. **Work.** The labor, materials, equipment, and services required to complete the work described in the Agreement between Client and UES and any written amendment to the Agreement.

SECTION 1: Independent Contractor

GESI Engineering, LLC, A UES Company (UES) shall perform the Services and Work as an independent contractor. UES shall have full control and discretion over and responsibility of supervising, managing, directing and controlling its employees, agents and subcontractors for all Work under this Agreement.

SECTION 2: Scope of Services

UES will perform Services and Work as described in the Contract Documents, which may be mutually amended by the Client and UES in writing. Any mutual amendments to this Agreement in writing will become an amendment to this Agreement. UES's Services under this Agreement include only those Services as specified in the Contract Documents. Client expressly waives any claim against UES resulting from its failure to perform additional Services recommended by UES, but not authorized by the Client, and any claim that UES failed to perform Services that Client instructs UES not to perform.

SECTION 3: Client Responsibilities

In addition to payment for Services performed by UES under this Agreement, Client agrees to: 1) furnish UES with right-of-access to the site to conduct its Services; 2) assist and cooperate with UES in any manner necessary and within its ability to facilitate UES's performance under this Agreement; 3) supply UES with all information and documents in Client's possession or knowledge that are relevant to the Services described in this Agreement; 4) execute all necessary manifests or other documents verifying ownership, possession or control over any Hazardous Materials; 5) provide the location of all known subsurface structures such as pipes, tanks, cables and private utilities; 6) as applicable, Client shall provide and deliver all samples for testing or provide instruction to UES on their storage or shipment to Client; but, in either case, such samples remain the property of the Client. Client further agrees to meet its obligations under these general conditions.

SECTION 4: Site Conditions

The Client is responsible for providing accurate information regarding all underground structures and utilities located at the site. In performing its Services and Work, UES will take all reasonable precautions to avoid damage to underground structures or utilities. The Client also agrees to defend, indemnify and hold UES harmless from any claims, payments or other liability, including costs and attorney fees, incurred by UES for damages to underground structures or utilities which are not called to UES's attention or correctly shown on the plans furnished to UES.

To the extent enforceable, the Client must advise UES of any known or suspected hazardous substances which may impact the Services that will be provided by UES. If during the course of providing its Services, UES observes or suspects the existence of unanticipated hazardous materials, UES may at its option terminate any further Services or Work on the project and notify Client of this condition. Services or Work will be resumed only after a renegotiation of UES's Services or Work and its fees. If such renegotiation does not lead to an amendment to this Agreement that is satisfactory to UES, UES may at its option terminate this contract. Client further agrees that UES is not, and has no responsibility as, a handler, generator, operator, treater, storer, transporter or disposer of any known or unknown Hazardous Materials found at the Client's property and/or Site. Therefore, Client shall undertake or arrange for the handling, removal, treatment, storage, transportation and disposal of all hazardous substances found or identified at the site and/or Client's property.

SECTION 5: Schedule and Change Orders

The schedule for UES's Services or Work under this Agreement is set forth in UES's proposal. If Client makes a request for additional Services or Work, alters the planned deliverables, suspends UES's Services or Work for any period of time, or delays that occur due to causes not under UES's control, the parties agree to equitably adjust the time for completion and the compensation for such Services or Work, including any necessary demobilization and subsequent remobilization, via a written change order. Unless otherwise agreed by the parties, such change orders must be in place in writing before any Services or Work can recommence.

SECTION 6: Reports

UES will furnish one electronic copy of any report to the Client. Additional electronic copies are available upon request. Hard copies will be furnished at the expense of the Client.

SECTION 7: Payments to UES

UES will, to the best of its ability, perform the Services or Work and accomplish the objectives defined in this Agreement within any written cost estimate provided by UES. Client recognizes that changes in scope and schedule and unforeseen circumstances can influence the successful completion of Services or Work within the estimated cost. The use of an estimate of fees or of a "not to exceed" limitation is not a guarantee that the Services or Work will be completed for that amount; rather, it indicates that UES will not incur fees and expenses in excess of the estimate or limitation amount without obtaining Client's agreement to do so as set forth in Section 5. UES will submit invoices to the Client monthly and a final bill upon completion of its Services or Work based on the fee structure in the Contract Documents. Payment is due upon presentation of UES's invoice and is past due 30 days from the invoice date. Client agrees to pay a finance charge of 1.5% per month, but not exceeding the maximum rate allowed by law, on past due accounts.

SECTION 8: Ownership of Documents

All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by UES are instruments of service. Therefore, they shall remain the property of UES, unless there are other contractual arrangements made with Client.



GENERAL CONDITIONS

SECTION 9: Confidentiality

UES shall hold in confidence all business or technical information obtained from the Client, or its affiliates, provided that they are identified in writing by the Client as "confidential" at the time they are given to UES or generated in the performance of its Services or Work.

UES shall not disclose such information without the Client's consent except to the extent required for: 1) Performance of Services or Work under this Agreement; 2) Compliance with professional standards of conduct for preservation of public safety, health, and welfare; 3) Compliance with any court order, other governmental directive, or other compulsory process such as a subpoena; and/or 4) Protection of UES against claims or liabilities arising from performance of Services or Work under this Agreement. These obligations shall not apply to information in the public domain or lawfully acquired on a non-confidential basis from others.

SECTION 10: Testing and Observation

Client acknowledges that testing and observation are discrete procedures, are not continuous or exhaustive, and are being conducted to reduce the Client's risks; however, they cannot eliminate them. Therefore, these procedures indicate the conditions only at the locations, depths and times they were performed. But, in performing any of its Services or Work, UES will not be responsible for:

- the quality and completeness of the Client or Client's contractor's work, as the case may be,
- Client's or Client's contractor's work adhering to the project documents,
- defects discovered in the Client's or Client's contractor's work,
- supervising or directing the work performed by Client or Client's contractor, and
- Client's or Client's contractor's means and methods.

Likewise, Client recognizes that subsurface conditions may vary from those encountered at the location where borings, surveys, or explorations are made by UES and that the data, interpretations, and recommendations of UES are based solely upon the data available to UES. UES will be responsible for its data, interpretations, and recommendations, but shall not be responsible for the interpretation by others of the information developed.

SECTION 11: Warranties

UES warrants that the professional services performed under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in this geographic area. For its technical services under this Agreement, UES warrants they will be performed in a workmanlike manner. **No other warranties, express or implied, are made or intended by the proposal for the Services, or Work, or by furnishing oral or written reports of the findings made.**

SECTION 12: Limitation of Liability

UES's total aggregate liability to Client and all third parties, including all construction contractors and subcontractors at the site, arising out of its performance, or breach of this Agreement, shall not exceed \$50,000 or UES's total fee for the Services or Work performed under this Agreement, whichever is greater. Notwithstanding any other provision of this Agreement to the contrary, UES shall have no liability to the Client for contingent, consequential or other indirect damages including, without limitation, damages for loss of use, revenue or profit; operating costs and facility downtime; or other similar business interruption losses, however they may be caused. The limitations and exclusions of liability set forth in this Section shall apply regardless of the fault, breach of contract, tort (including the concurrent or sole and exclusive negligence), strict liability or otherwise of UES, its employees, consultants, or subcontractors.

SECTION 13: Insurance

UES represents that it and its staff are protected by worker's compensation insurance. UES has coverage under public liability and property insurance policies which UES deems to be adequate. It is the policy of UES to require certificates of insurance from all subconsultants or subcontractors employed by UES. Certificates for all such policies of insurance will be provided to Client upon request in writing. Client also agrees to protect its employees by worker's compensation insurance, including waiving its rights against UES for any claims for injuries to its employees.

SECTION 14: Termination and Suspension

This Agreement may be terminated by either party upon seven days written notice in the event of substantial failure by the other party to perform according to the terms of this Agreement. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. Client may elect to suspend UES's Services upon written notice. In the event of termination or suspension, UES shall be paid for Services or Work performed to the effective date of termination or suspension plus reasonable termination or suspension expenses. These expenses shall include all direct costs of UES required to complete analyses and records necessary to complete its files and may also include a report of the Services or Work performed to the effective date of termination or suspension.

SECTION 15: Indemnity

Subject to the other terms of this Agreement, UES agrees to indemnify and hold Client harmless from third party property damages and bodily injury to the extent they are proximately caused by UES's negligence in performing its Services or Work.

Since UES's compensation under this Agreement is not commensurate with the potential risk of injury or loss that may be caused by exposures to Hazardous Materials or other dangerous substances or conditions, the Client waives any claim against UES and agrees, to the extent enforceable, to defend, indemnify and save UES, its employees and subconsultants or subcontractors harmless from any claim, liability, defense costs, attorney fees or expert witness fees for injuries or losses sustained by any party from such exposures allegedly arising out of UES's performance of its Services and Work.

SECTION 16: Dispute Resolution Procedures

If a dispute arises out of this Agreement that does not involve termination or suspension, the parties will endeavor to settle it by direct discussions between their authorized representatives. If they are not able to resolve the dispute, the parties will endeavor to settle the dispute by mediation under the then current Construction Industry Mediation Rules of the American Arbitration Association. If the dispute cannot be settled by mediation within 60 days of its request, either party may take whatever action allowed by law. Unless otherwise agreed in writing by the parties, UES will continue to perform its Services or Work and Client will continue to make payment per the terms of this Agreement during these dispute proceedings.

SECTION 17: Safety and Restoration

UES is solely responsible for the health and safety of its employees, and disclaims any responsibility or authority over the safety of any third parties engaged in the performance of any work for the Client at the site. Therefore, UES will provide its employees all personal protective clothing and equipment that is required to perform their services or work safely and according to all applicable local, state and federal laws and regulations.

While UES will take all reasonable precautions to minimize any property damage at the site, Client understands that in the normal course of UES



GENERAL CONDITIONS

performing its Services or Work, some property damage may occur. Therefore, Client waives any such claims against UES.

SECTION 18: Miscellaneous Provisions

Neither party may assign its interest in this Agreement without the written consent of the other party. This Agreement is for the exclusive benefit of Client and UES and not for the benefit of any third party except to the extent specifically provided in this Agreement.

These general conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding UES's Services or Work. This Agreement represents the entire agreement between the parties and supersedes all prior written or oral negotiations. If any provision of this Agreement is found to be unenforceable, that provision will be deemed stricken and reformed to comply with the law.

If it is necessary for UES to retain counsel to enforce any provision of these general conditions, Client agrees to pay all attorney's fees and cost incurred by UES. Client consents to the jurisdiction, law and venue of the location of the site where the Services or Work are performed or UES's offices, if the Services or Work is exclusively performed there.

Neither the Client nor UES will be liable to the other for any special, consequential, incidental or penal losses or damages including, but not limited to, losses, damages or claims related to the unavailability of properties or facilities, shutdowns or service interruptions, loss of use, profits, revenue, or inventory, or for use charges, cost of capital, or claims of the other party and/or its customers.

The parties' rights and remedies regarding this Agreement, whether in contract, tort or otherwise, shall be exclusively those expressly set forth in this Agreement. The waiver of any term or breach of this Agreement by either party will not operate as a subsequent waiver of the same term or breach.

This Agreement reflects the entire Agreement of the parties with respect to its terms and supersedes all prior agreements, whether written or oral. If any portion of this Agreement is found to be void or voidable, such portion will be deemed stricken and the Agreement reformed to approximate the stricken portions as closely as the law allows.

END OF GENERAL CONDITIONS

Important Information about This Geotechnical Engineering Proposal

Subsurface problems are a principal cause of construction delays, cost overruns, claims, and disputes.

While you cannot eliminate all such risks, you can manage them. The following information is provided to help.

Participate in Development of the Subsurface Exploration Plan

Geotechnical engineering begins with the creation of an effective subsurface exploration plan. This proposal starts the process by presenting an initial plan. While that plan may consider the unique physical attributes of the site and the improvements you have in mind, it probably does not consider your unique goals, objectives, and risk management preferences. Subsurface exploration plans that are finalized without considering such factors presuppose that clients' needs are unimportant, or that all clients have the same needs. *Avoid the problems that can stem from such assumptions* by finalizing the plan and other scope elements directly with the geotechnical engineer you feel is best qualified for the project, along with the other project professionals whose plans are affected by the geotechnical engineer's findings and recommendations. If you have been told that this step is unnecessary; that client preferences do not influence the scope of geotechnical engineering service or that someone else can articulate your needs as well as you, you have been told wrong. No one else can discuss your geotechnical options better than an experienced geotechnical engineer, and no one else can provide the input you can. Thus, while you certainly are at liberty to accept a proposed scope "as is," recognize that it could be a unilateral scope developed without direct client/engineer discussion; that authorizing a unilateral scope will force the geotechnical engineer to accept all assumptions it contains; that assumptions create risk. *Manage your risk. Get involved.*

Expect the Unexpected

The nature of geotechnical engineering is such that planning needs to *anticipate the unexpected*. During the design phase of a project, more or deeper borings may be required, additional tests may become necessary, or someone associated with your organization may request a service that was not included in the final scope. During the construction phase, additional services may be needed to respond quickly to unanticipated conditions. In the past, geotechnical engineers commonly did whatever was required to oblige their clients' representatives and safeguard their clients' interests, taking it on faith that their clients wanted them to do so. But some, evidently, did not, and refused to pay for legitimate extras on the ground that the engineer proceeded without proper authorization, or failed to submit notice in a timely manner, or failed to provide proper documentation. *What are your preferences? Who is permitted to authorize additional geotechnical services on your project? What type of documentation do you require? To whom should it be sent? When? How?* By addressing these and similar issues sooner rather than later, you and your geotechnical engineer will be prepared for the unexpected, to help prevent molehills from growing into mountains.

Have Realistic Expectations; Apply Appropriate Preventives

The recommendations included in a geotechnical engineering report are *not final*, because they are based on opinions that can be verified only during construction. For that reason, most geotechnical engineering proposals offer the construction observation services that permit the geotechnical engineer of record to confirm that subsurface conditions are what they were expected to be, or to modify recommendations when actual conditions were not anticipated. *An offer to provide construction observation*

is an offer to better manage your risk. Clients who do not take advantage of such an offer; clients who retain a second firm to observe construction, can create a high-risk "Catch-22" situation for themselves. The geotechnical engineer of record cannot assume responsibility or liability for a report's recommendations when another firm performs the services needed to evaluate the recommendations' adequacy. The second firm is also likely to disavow liability for the recommendations, because of the substantial and possibly uninsurable risk of assuming responsibility for services it did not perform. Recognize, too, that no firm other than the geotechnical engineer of record can possibly have as intimate an understanding of your project's geotechnical issues. As such, reliance on a second firm to perform construction observation can elevate risk still more, because its personnel may not have the wherewithal to recognize subtle, but sometimes critically important unanticipated conditions, or to respond to them in a manner consistent with your goals, objectives, and risk management preferences.

Realize That Geoenvironmental Issues Have Not Been Covered

The equipment, techniques, and personnel used to perform a geoenvironmental study differ significantly from those used to perform a geotechnical study. *Geoenvironmental services are not being offered in this proposal. The report that results will not relate any geoenvironmental findings, conclusions, or recommendations.* Unanticipated environmental problems have led to numerous project failures. If you have not yet obtained your own geoenvironmental information, ask your geotechnical consultant for risk management guidance. *Do not rely on an environmental report prepared for someone else.*

Obtain Professional Assistance To Deal with Mold

Diverse strategies can be applied during building design, construction, operation, and maintenance to prevent significant amounts of mold from growing on indoor surfaces. To be effective, all such strategies should be devised for the express purpose of mold prevention, integrated into a comprehensive plan, and executed with diligent oversight by a professional mold prevention consultant. Because just a small amount of water or moisture can lead to the development of severe mold infestations, a number of mold prevention strategies focus on keeping building surfaces dry. While groundwater, water infiltration, and similar issues may be addressed as part of the geotechnical engineering study described in this proposal, the geotechnical engineer who would lead this project **is not** a mold prevention consultant; **none of the services being offered have been designed or proposed for the purpose of mold prevention.**

Have the Geotechnical Engineer Work with Other Design Professionals and Constructors

Other design team members' misinterpretation of a geotechnical engineering report has resulted in costly problems. Manage that risk by having your geotechnical engineer confer with appropriate members of the design team before finalizing the scope of geotechnical service (as suggested above), and, again, after submitting the report. *Also retain your geotechnical engineer to review pertinent elements of the design team members' plans and specifications.*

Reduce the risk of unanticipated conditions claims that can occur when constructors misinterpret or misunderstand the purposes of a geotechnical engineering report. Use appropriate language in your contract documents. Retain your geotechnical engineer to participate in prebid and preconstruction conferences, and to perform construction observation.

Read Responsibility Provisions Closely

Clients, design professionals, and constructors who do not recognize that geotechnical engineering is far less exact than other engineering disciplines can develop unrealistic expectations. Unrealistic expectations can lead to disappointments, claims, and disputes. To help reduce the risk of such outcomes, geotechnical engineers commonly include a variety of explanatory provisions in their proposals. Sometimes labeled "limitations," many of these provisions indicate where geotechnical engineers' responsibilities begin and end, to help others recognize their own responsibilities and risks, thus to encourage more effective scopes of service. *Read this proposal's provisions closely.* Ask questions. Your geotechnical engineer should respond fully and frankly.

Rely on Your Geotechnical Engineer for Additional Assistance

Membership in the Geoprofessional Business Association (GBA) exposes geotechnical engineers to a wide array of risk management techniques that can be of genuine benefit to everyone involved with a construction project. Confer with a GBA-member geotechnical engineer for more information. Confirm a firm's membership in GBA by contacting GBA directly or at its website.



8811 Colesville Road/Suite G106, Silver Spring, MD 20910

Telephone: 301/565-2733 Facsimile: 301/589-2017

e-mail: info@geoprofessional.org www.geoprofessional.org

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September 4, 2024

Mayor and City Council
City of Clay Center
427 Court Street
Clay Center, Kansas 67432

Re: Not to Exceed \$90,000,000
City of Wichita, Kansas
Health Care Facilities Revenue Bonds
(Presbyterian Manors, Inc.)

Attached is a copy of Resolution No. 24-297 (the "Resolution") adopted by the City Council of the City of Wichita, Kansas, on September 3, 2024, declaring an intent to issue its Health Care Facilities Revenue Bonds (Presbyterian Manors, Inc.), in an aggregate principal amount of not to exceed \$90,000,000 (the "Bonds") pursuant to K.S.A. 12-1740 *et seq.* and K.S.A. 10-116a (collectively, the "Act") to provide funds to: (a) refund all or a portion of the City of Wichita, Kansas Health Care Facilities Revenue Bonds (Presbyterian Manors, Inc.), Series IV-A, 2013 and Series IV-A, 2014 (collectively, the "Refunded Bonds"); and (b) to finance the acquisition, construction and equipping of improvements to senior living and health care facilities located within the State of Kansas operated by Presbyterian Manors, Inc. (collectively, the "Project"). One of the facilities financed by the Refunded Bonds and potentially constituting a portion of the Project is located within the City of Clay Center, Kansas (the "City"). The Resolution is provided pursuant to a portion of the Act (K.S.A. 12-1741a) for consideration and approval by the City Council. Approval may be affirmatively made by action of the City Council, or will be deemed made if the City Council fails to disapprove the issuance of the Bonds within seven business days after its next regular meeting following receipt of this request. Attached hereto is a form of Certificate of City Clerk acknowledging receipt of this letter and Resolution and evidencing action or in-action by the City Council of the City.

The Bonds are special obligations of the City of Wichita payable only from rental payments to be made by Presbyterian Manors, Inc. and shall not be an obligation payable in any manner of the City or the City of Wichita.



CITY OF WICHITA, KANSAS


Jamie Buster, City Clerk

Enclosure

**CERTIFICATE OF CITY CLERK
CITY OF CLAY CENTER, KANSAS**

STATE OF KANSAS)
)SS:
COUNTY OF CLAY)

The undersigned, City Clerk for the City of Clay Center (the "City"), hereby certifies in connection with the issuance by the City of Wichita, Kansas ("Wichita") of its Health Care Facilities Revenue Bonds (Presbyterian Manors, Inc.) (the "Bonds"):

The City Clerk, on behalf of the City Council, received on September __, 2024, a written request from the Wichita City Clerk, submitted pursuant to K.S.A. 12-1741a, to approve adoption of Resolution No. 24-297 (the "Resolution") adopted by the City Council of the City of Wichita, Kansas, on September 3, 2024 regarding the issuance of the Bonds.

1. The undersigned transmitted a copy of the Resolution to the City Council of the City (the "Governing Body").
2. The next regular meeting of the Governing Body following receipt of the Resolution was held on September __, 2024.
3. Please select the appropriate action:
 - ☐ The Governing Body approved the issuance of the Bonds at such meeting.
 - ☐ No action was taken by the Governing Body at such meeting to approve or disapprove the issuance of the Bonds and no written notice specifically disapproving the issuance of the Bonds was delivered by the City Clerk to the Wichita City Clerk within seven business days after such meeting.
 - ☐ The Governing Body disapproved the issuance of the Bonds at such meeting and a written notice of such disapproval was delivered by the City Clerk to the Wichita City Clerk within seven business days after such meeting.

Signed this ____ day of _____, 2024.

City Clerk, City of Clay Center, Kansas

(SEAL)

RESOLUTION NO. 24-297

A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS DETERMINING THE ADVISABILITY OF ISSUING HEALTH CARE FACILITIES REVENUE BONDS FOR THE PURPOSE OF FINANCING OR REFINANCING THE ACQUISITION, CONSTRUCTION, IMPROVEMENT AND EQUIPPING OF SENIOR LIVING AND HEALTH CARE RELATED FACILITIES; AND AUTHORIZING EXECUTION OF RELATED DOCUMENTS

WHEREAS, the City of Wichita, Kansas (the “City”) is a municipal corporation, duly created, organized and existing under the Constitution and laws of the State of Kansas (the “State”); and

WHEREAS, the City Council (the “Governing Body”) of the City desires to promote, stimulate and develop the general economic welfare and prosperity of the City, and thereby to further promote, stimulate and develop the general economic welfare and prosperity of the State; and

WHEREAS, pursuant to the provisions of the Kansas Economic Development Revenue Bond Act, as amended and codified in K.S.A. 12-1740 *et seq.* and K.S.A. 10-116a (collectively, the “Act”), the City is authorized to issue revenue bonds for such purposes and to issue revenue bonds for the purpose of refunding such bonds; and

WHEREAS, pursuant to the provisions of the Act, the City has heretofore issued multiple series of health care facilities revenue bonds for the purpose of financing or refinancing the acquisition, construction, renovation and equipping of a senior living and health care facility and corporate office facility (collectively, the “Wichita Facilities”) located within the corporate limits of the City for the benefit of Presbyterian Manors, Inc., a Kansas not for profit corporation (the “Corporation”); and

WHEREAS, the City has, pursuant to K.S.A. 12-2901 *et seq.*, as amended (the “Interlocal Cooperation Act”), previously entered into interlocal cooperation agreements with the cities of Arkansas City, Clay Center, Dodge City, Emporia, Ft. Scott, Lawrence, Newton, Parsons, Salina, and Topeka, Kansas (the “Participants”) for the purpose of acting as issuer of health care facilities revenue bonds for the purpose of financing or refinancing the acquisition, construction, renovation and equipping of senior living and health care facilities located within the city limits of the Participants (collectively, the “Participant Facilities”); and

WHEREAS, the City has heretofore issued its Health Care Facilities Revenue Bonds (Presbyterian Manors, Inc.), Series IV-A, 2013 and Series IV-B, 2013 (collectively, the “Series 2013 Bonds”), the proceeds of which were used to: (a) acquire, construct, improve, equip, reimburse or refinance the costs of improvements to the Wichita Facilities and certain of the Participant Facilities; and (b) refund certain of the City’s then outstanding revenue bonds previously issued for the benefit of the Corporation; and

WHEREAS, the City has heretofore issued its Health Care Facilities Revenue Bonds (Presbyterian Manors, Inc.), Series IV-A, 2014 (the “Series 2014 Bonds”), which were issued to acquire, construct, improve, equip, reimburse or refinance the costs of improvements to the Wichita Facilities; and

WHEREAS, the City has heretofore issued its Health Care Facilities Revenue Bonds (Presbyterian Manors, Inc.), Series I, 2018 (the "Series 2018 Bonds"), the proceeds of which were used to: (a) acquire existing senior living and health care facilities located in the City of Olathe, Kansas (the "Olathe Facility"); (b) refund and refinance revenue bonds issued by the City of Olathe, Kansas for the Olathe Facility; and (c) construct, improve, equip, reimburse or refinance the costs of improvements to the Olathe Facility, the Wichita Facilities and certain of the Participant Facilities; and

WHEREAS, the City has heretofore issued its Health Care Facilities Revenue Bonds (Presbyterian Manors, Inc.), Series III, 2019 (the "Series 2019 Bonds"), the proceeds of which were used to: (a) refund a portion of the Series 2013 Bonds and Series 2014 Bonds; and (b) construct, improve, equip, reimburse or refinance the costs of improvements to the Wichita Facilities, the Olathe Facility and certain of the Participant Facilities; and

WHEREAS, the Wichita Facilities, the Participant Facilities and the Olathe Facility (collectively, the "Facilities") are leased by the City to the Corporation; and

WHEREAS, the Governing Body determines it to be advisable and in the interest and for the welfare of the City and its inhabitants that revenue bonds of the City be authorized and issued, in one or more series, for the purpose of providing funds to: (a) refund all or a portion of the Series 2013 Bonds and Series 2014 Bonds (collectively, the "Refunded Bonds"); and (b) to finance all or a portion of the acquisition, construction and equipping of improvements to the Facilities (collectively, the "Project").

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

Section 1. Public Purpose. The Governing Body hereby finds and determines that the Project and the refinancing of the debt represented by the Refunded Bonds will promote, stimulate and develop the general economic welfare and prosperity of the City, and thereby further promote, stimulate and develop the general economic welfare and prosperity of the State.

Section 2. Authorization to Acquire Project; Intent to Issue Bonds. The City is hereby authorized to proceed with the Project and the refinancing of the Refunded Bonds and to issue its revenue bonds, in one or more series, in an aggregate principal amount not to exceed \$90,000,000 (collectively, the "Bonds") to pay the costs thereof, subject to satisfaction of the conditions of issuance set forth herein.

Section 3. Conditions to Issuance of Bonds. The issuance of the Bonds is subject to: (a) the Corporation's written acceptance of a Letter of Intent containing the City's conditions to the issuance of the Bonds (the "Letter of Intent") in accordance with the City of Wichita/Sedgwick County Economic Development Guidelines (the "Guidelines"); (b) the successful negotiation and sale of the Bonds to a purchaser or purchasers to be determined by the Corporation and acceptable to the City (the "Purchaser"), which sale shall be the responsibility of the Corporation and not the City; (c) the receipt of the approving legal opinion of Gilmore & Bell, P.C. ("Bond Counsel") in form acceptable to the City, the Corporation and the Purchaser; (d) the obtaining of all necessary governmental approvals to the issuance of the Bonds; and (e) the commitment to and payment by the Corporation or Purchaser of all expenses relating to the issuance of the Bonds, including, but not limited to: (i) expenses of the City and the City Attorney; (ii) any underwriting or placement fees and expenses; (iii) all legal fees and expenses of Bond Counsel; and (iv) all recording and filing fees, including fees of the Kansas Board of Tax Appeals.

Section 4. Sales Tax Exemption. The Governing Body hereby determines that pursuant to the provisions of K.S.A. 79-3601 *et seq.* (the "Sales Tax Act"), particularly K.S.A. 79-3606(b) and (d) and other applicable laws, sales of tangible personal property or services purchased in connection with construction of the Project and financed with proceeds of the Bonds are entitled to exemption from the tax imposed by the Sales Tax Act; provided proper application is made therefore and compliance with State Department of Revenue procedures and guidelines. In the event that the Bonds are not issued for any reason, the Corporation will not be entitled to a sales tax exemption under the terms of the Sales Tax Act and will remit to the State Department of Revenue all sales taxes that were not paid due to reliance on the sales tax exemption certificate granted hereunder.

Section 5. Reliance by Corporation; Limited Liability of City. It is contemplated that in order to expedite acquisition of the Project and realization of the benefits to be derived thereby, the Corporation may incur temporary indebtedness or expend its own funds to pay costs of the Project prior to the issuance of the Bonds; provided that such expenditures incurred prior to the issuance of the Bonds are at the risk of the Corporation that the Bonds will actually be issued. Proceeds of Bonds may be used to reimburse the Corporation for such expenditures made not more than 60 days prior to the date this Resolution is adopted, and as provided by §1.150-2 of the U.S. Treasury Regulations. The Bonds herein authorized and all interest thereon shall be paid solely from the revenues to be received by the City from the Corporation's operation of the Facilities and not from any other fund or source. The City shall not be obligated on such Bonds in any way, except as herein set out. In the event that the Bonds are not issued, the City shall have no liability to the Corporation.

Section 6. Execution and Delivery of Documents. The Mayor is hereby authorized to execute the Letter of Intent, and the City Clerk is authorized to deliver executed copies of this Resolution and the Letter of Intent to the Corporation. After compliance with the provisions of the Letter of Intent by the Corporation has been demonstrated, the Mayor and City Clerk are authorized to execute a bond purchase agreement with the Purchaser and the Corporation for the sale of the Bonds in a form satisfactory to the City Attorney and Bond Counsel.

Section 7. Further Action. The Mayor, City Clerk and other officials, employees and agents of the City, including the City Attorney and Bond Counsel, are hereby further authorized and directed to take such other actions as may be appropriate or desirable to accomplish the purposes of this Resolution, including, but not limited to: (a) execution on behalf of the City of the information statement regarding the proposed issuance of the Bonds to be filed with the State Board of Tax Appeals pursuant to the Act; (b) cooperate with the Corporation in filing an application for a sales tax exemption certificate with the Kansas Department of Revenue with respect to Bond-financed property; (c) providing for timely notification to the Trustee for the Refunded Bonds to call such bonds for redemption on such permitted redemption date as the Corporation shall request in writing; (d) cooperate with the Corporation to maintain any *ad valorem* property tax exemption for the Facilities which is consistent with the Corporation's charitable purposes, and execute such documents in connection therewith as are approved by the City Attorney; and (e) dissemination of this Resolution or other notices as may be required by the Act.

Section 8. Effective Date. This resolution shall become effective upon adoption by the Governing Body and shall remain in effect until December 31, 2025, unless extended by affirmative vote of a majority of the Governing Body.

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ADOPTED by the City Council of the City of Wichita, Kansas, on September 3, 2024.

(SEAL)

/s/ Lily Wu
Lily Wu, Mayor

ATTEST:

/s/ Jamie Buster
Jamie Buster, City Clerk

APPROVED AS TO FORM:

/s/ Jennifer Magaña
Jennifer Magaña, Director of Law and
City Attorney

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of the Resolution adopted by the City Council of the City of Wichita, Kansas on September 3, 2024, as the same appears of record in my office.

DATED: September 3, 2024.

/s/ Jamie Buster
Jamie Buster, City Clerk

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