



CITY COMMISSION AGENDA
MONDAY, OCTOBER 5, 2020
204 W. 11TH ST. – 5:00 P.M.

JOHN GARCIA – MAYOR
AARON THOMPSON – VICE MAYOR
JAY DEE BRUMBAUGH – COMMISSIONER
JJ HOWARD – COMMISSIONER
GARY FARRIS – COMMISSIONER

- 1. CALL TO ORDER**
 - A. Roll Call
 - B. Pledge of Allegiance
- 2. PUBLIC COMMENT**
- 3. PRESENTATIONS AND PROCLAMATIONS**
 - A. Introduction of Police Officers:
Chalee Luther and Tanner Feasel
 - B. Health Insurance Presentation;
Robert Langhofer
- 4. CONSENT AGENDA**
 - A. 09-21-20 Commission Meeting Minutes
 - B. Appropriation Ordinances 2020-19; 2020-19A; 2020-P19
- 5. FORMAL ACTIONS**
 - A. Transfer of Property at 1008 Main Ave.
 - B. IFB 2020-05: Demolition of Unfit Structure at 1521 Kansas Ave.
 - C. IFB 2020-06: Removal of Dead or Diseased Trees
 - D. Design Contract for Reconstruction of Airport Runway 5/23
- 6. DISCUSSION**
 - A. Neighborhood Revitalization Plan Amendments and Renewal
 - B. Fall Cleanup
- 7. REPORTS**
 - A. City Manager
 - B. City Clerk
 - C. City Commissioners
 - D. Mayor
- 8. EXECUTIVE SESSION**
 - A. Under the authority of KSA 75-4319 (b)(1) for personnel matters for nonelected personnel.
 - B. Action from Executive Session, if any.
- 9. ADJOURNMENT**
 - A. Next Regular Meeting: Monday, October 19, 2020

NOTE: Background information is available for review in the office of the City Clerk prior to the meeting. The Public Comment section is to allow members of the public to address the Commission on matters pertaining to any business within the scope of Commission authority and not appearing on the Agenda. Ordinance No. 1730 requires anyone who wishes to address the Commission on a non-agenda item to sign up in advance of the meeting and to provide their name, address, and the subject matter of their comments.



CITY OF GOODLAND

204 W. 11TH ST.
GOODLAND, KANSAS 67735
KANSAS BEGINS HERE!

MEMORANDUM

TO: Mayor Garcia and City Commissioners
FROM: Andrew Finzen, City Manager
DATE: October 5, 2020
SUBJECT: Agenda Report

Presentations and Proclamations:

A. Introduction of Police Officers: Chalee Luther and Tanner Feasel

Police Chief Frankie Hays will introduce Chalee Luther and Tanner Feasel, the two newest officers of the Goodland Police Department, to Commissioners. Officers Luther and Feasel will be headed to the Kansas Law Enforcement Training Center (KLETC) in November for their fourteen-week training.

Consent Agenda:

RECOMMENDED MOTION: I move that we approve Consent Agenda items A and B.

Formal Actions:

A. Transfer of Property at 1008 Main Ave.

Ben Schears, President of Northwest Kansas Technical College, will do a presentation to Commissioners regarding his plans for the building at 1008 Main. This is a continued discussion from our September 21 meeting, when Commissioners could not reach agreement on whether to transfer the building to Northwest Tech or to put the building up for sale to the general public. I recommend that the City keep its original commitment to transfer ownership of this property to Northwest Tech so that they can achieve their remodel plans.

RECOMMENDED MOTION: I move that we transfer ownership of the building at 1008 Main Ave. to Northwest Tech for the sale price of \$1.

B. IFB 2020-05: Demolition of Unfit Structure at 1521 Kansas Ave.

At the September 8 meeting, Commissioners voted to put the property at 1521 Kansas out for bid to be demolished as a result of the unfit structure process. IFB 2020-05 solicited bids for demolition services of this property, and a bid opening was held Thursday, October 1. Two bids were received, one from B&K Pumping in the amount of \$4,825.00 and one from Goody's in the amount of \$6,500.00. The Building Professional Services line item has \$16,955.07 remaining for the year. Both bids are included in your Agenda Packet. I recommend bid award to the low bidder.

RECOMMENDED MOTION: I move that we award IFB 2020-05 to B&K Pumping for their bid of \$4,825.00

C. IFB 2020-06: Removal of Dead or Diseased Trees

The City addresses dead and diseased trees in town based on citizen complaints and funding availability. Now that the City is through the summer and awarding its last unfit structure for the year, we are able to abate a handful of trees. Trees at 522 W. 13th St., 509 W. 10th St., and 1004 Kansas Ave. have all been driven by citizen complaints; had notice given to the property owners; and were given sufficient time to remedy. IFB 2020-06 solicited bids for removal of these trees, and a bid opening was held Thursday, October 1. Two bids were received, one from Earthscapes Unlimited of Burlington in the amount of \$5,355.00 and one from Cynthia Welsh of Goodland in the amount of \$9,500.00. Both bids are included in your Agenda Packet. The local bidder is not within 5% of the low bid, so I recommend bid award to the low bidder. Assuming low bid was awarded in IFB 2020-05, the Building Professional Services line item will have \$12,130.07 remaining before awarding this bid.

RECOMMENDED MOTION: I move that we award IFB 2020-06 to Earthscapes Unlimited for their bid of \$5,355.00.

D. Design Contract for Reconstruction of Airport Runway 5/23

Included in your Agenda Packet is an engineering design contract for the Runway 5/23 reconstruction project at Goodland Municipal Airport-Renner Field. The contract price is for \$84,500.00, and is 90/10 FAA funding/City match. I recommend that the contract be approved. As with other contracts that pertain to FAA projects, I recommend that the contract be approved with authorization to make minor changes if prompted by the FAA.

RECOMMENDED MOTION: I move that we approve the contract for design engineering services with EBH, subject to minor changes as required by the FAA.

Discussion:

A. Neighborhood Revitalization Plan Amendments and Renewal

The Neighborhood Revitalization Plan, which is jointly adopted by the City, County and School Board, is set to expire at year's end. Sherman County Appraiser Rachelle Standley recommended changes to the Plan before renewing it, and the modified plan has been "marked up" and included in your Agenda Packet for review. Legal counsel has advised that both the Plan and the Interlocal Agreement can be extended by mutual consent of the parties, so the three entities can approve the changes and extension without it needing to go to the Attorney General's Office for review.

B. Fall Cleanup

This agenda item was requested by Vice-Mayor Thompson. The City postponed its Spring Cleanup due to the COVID-19 outbreak which hit right around the time we would have held it. While we intended to hold the event in the fall, a combination of City staffing issues and the continued persistence of COVID-19 have stopped us from rescheduling this event. I have spoken with Department Heads, and they all feel very behind and overwhelmed with their current workload and do not recommend that a fall cleanup be

held this year. However, an alternative proposal we have for this fall is to work with the County and have a week where landfill fees are waived for the public to discard of their junk items.

Reports:

A. City Manager

- SPARK Update
- Tennis court resurfacing
- Topside Trail connection

B. City Clerk

Mary Volk, City Clerk, will provide her Department Head report to the City Commission.

Executive Session:

RECOMMENDED MOTION: I move that we recess into executive session to discuss the City Manager pursuant to K.S.A. 75-4319(b)(1) to discuss personnel matters for nonelected personnel. The open meeting will resume in the City Commission room in 15 minutes and I request that the City Commission remain for the closed session.

GOODLAND CITY COMMISSION
Regular Meeting

September 21, 2020

5:00 P.M.

Mayor John Garcia called the meeting to order with Vice-Mayor Aaron Thompson, Commissioner Jay Dee Brumbaugh and Commissioner J. J. Howard responding to roll call. Commissioner Gary Farris was reported absent.

Also present were Dustin Bedore – Director of Electric Utilities, LeAnn Taylor – Municipal Court Judge/Clerk, Joshua Jordan – IT Director, Neal Thornburg – Water/Sewer Superintendent, Frank Hayes – Chief of Police, Danny Krayca – Parks Superintendent, Brian James – Fire Chief, Mary Volk - City Clerk and Andrew Finzen - City Manager.

Mayor Garcia led Pledge of Allegiance

Commissioner Farris reported to meeting.

PUBLIC COMMENT

- A. Lincoln Wilson** –Lincoln Wilson, representing Flatlander Festival stated, the 2019 program was a great success. We had twenty-two vendors and estimated crowd at 5,500. We estimate 40% of the crowd are local residents. We had the first BBQ kickoff and 1,000 visitors in park on Sunday. We regret to inform you after some lengthy discussion and research, the 2020 event is cancelled. However, we continue to have ongoing expenses with insurance, marketing, website, etc. We are asking for continued support toward fixed costs in the amount of \$1,800 and ask Commission to use remaining amount toward those in community that need assistance.

CONSENT AGENDA

- A. 09/08/20 Commission Meeting Minutes**
B. 09/16/20 Special Commission Meeting Minutes
C. Appropriation Ordinances: 2020-18, 2020-18A, and 2020-P18
ON A MOTION by Vice-Mayor Thompson to approve Consent Agenda **seconded** by Commissioner Howard. **MOTION carried on a VOTE of 5-0.**

ORDINANCES AND RESOLUTIONS

- A. Ordinance 1733: Corner Lot Setbacks** - Andrew stated, Commission reviewed ordinance last meeting and recommended no changes. Ordinance loosens regulations for corner lots to comply with existing building lines of both streets or if no existing line, recommend fifteen foot setback. **ON A MOTION** by Commissioner Howard to approve Ordinance 1733: Corner Lot Setbacks **seconded** by Commissioner Farris. **MOTION carried on a VOTE of 5-0. M**
- B. Ordinance 1734: Uniform Public Offense Code 2020** - Andrew stated, Commission reviewed ordinance last meeting. This is the annual ordinance for public offenses committed in the City of Goodland. Mayor Garcia stated, LeAnn gave a good overview last meeting. **ON A MOTION** by Commissioner Brumbaugh to approve Ordinance 1734: Uniform Public Offense Code 2020 **seconded** by Commissioner Howard. **MOTION carried on a VOTE of 5-0.**
- C. Resolution 1568: Changes to Cemetery Rules and Regulations** - Andrew stated, this recommendation is by Cemetery Board who met to discuss changes. There was an incident a few weeks back with three burials scheduled one hour apart which creates congestion and tight timelines for the caretaker and grave digger. The recommended change is in Section H, items 11 and 13, changing to two hours between burials and requiring the Funeral Director’s to coordinate schedule with the caretaker. Anything related to cemetery is pretty delicate and two hours clears

MINUTES

Goodland City Commission

September 21, 2018

Page 2

confusion. **ON A MOTION** by Commissioner Brumbaugh to approve Resolution 1568: Changes to Cemetery Rules and Regulations **seconded** by Commissioner Howard. **MOTION carried on a VOTE of 5-0.**

FORMAL ACTIONS

- A. Topside Aquatic Incentives** - Andrew stated, Shannon Cure requested an extension of incentives at last meeting. Topside Aquatics is asking for a six month extension of incentives or a discounted rate on a permanent basis. Staff does not recommend a permanent rate at this time. We have a concern the at cost rate is too generous and City does not cover our expenses. The at cost rate is calculated as the cost we buy electricity for but we still have fixed costs. If incentive is extended, we prefer it not be at cost. Commissioner Howard asked, when was the last rate study conducted? Andrew stated, it has been several years. Commissioner Howard stated, I feel we need to look into at study for both the electric and water utility. Mayor Garcia asked, Dustin can you do a study? Dustin stated, some information can be done in house but most of the work needs to be done by a professional. Right now we are actually selling more electricity; I thought we would see a drop with COVID. I feel it is going to continue to increase with new motel, 24/7 remodel and new houses being built. A true rate study needs to be done professionally. Andrew stated, the issue if you do an internal study, what is the validity if you find costs too low. An outside entity is beneficial. Dustin stated, the electric department helps subsidize other departments. Commissioner Howard stated, if you offer extended incentive rate for one, you are going to have everyone come in for another six months and opening a can of worms. Commissioner Farris stated, may not have another virus like this. They went a long time being closed and maintained. I feel we should help them, it is a good thing for community. Commissioner Howard asked, what other businesses are on the meter? There are office spaces rented out there. Thompson stated, everything off that side is running off one meter, but Topside Aquatics is paying the bill. Mayor Garcia asked, what kind of arrangement is that? Commissioner Brumbaugh stated, can we get two meters put in for other businesses? Dustin stated, that would be at property owner's expense. If we are giving incentives away we need to make sure it is for the business, not additional businesses on the meter. Commissioner Brumbaugh asked, what is incentive for property owner to bear cost? Vice-Mayor Thompson stated, we would have to cease incentive and Topside Aquatics would have to approach landowner. Commissioner Brumbaugh asked, what is cost to add another meter? Dustin stated, anywhere between \$1,000 and \$4,000, depending on internal wiring needed. Might be cheaper to put transformer on south side of building. Mayor Garcia stated, the Commission needs to decide what adjustment we want for Topside Aquatic's rate and how to address meter situation. Vice-Mayor Thompson stated, I do not like the idea of other businesses getting incentive given to a business. I still like idea of a different rate, like add to large commercial, which is at a cheaper rate. I do not like the at cost rate because we will have people wanting same incentive. Commissioner Brumbaugh stated, I do not want to penalize Topside Aquatics for how service is hooked up. Whether it is a business or non-profit, it is an incentive to get people in community I recommend the incentive only for a startup business. For non-profit and businesses, the first year is important to get business started. The point is, incentives should only be available for a startup business, not an existing business. This will prevent people requesting same rate. Dane Hansen Foundation gave \$75,000 in grant money to project and I do not want to be on the side of not supporting a Hansen project. They had problems with COVID and having the wrong pool sent. It will be hard to survive if charge full rate on electricity. The business needs to be there. They need to get through the first year to see how survive. I wish we had a number for what additional costs will be to determine a rate less than the

MINUTES

Goodland City Commission

September 21, 2018

Page 3

full retail rate. I am in favor of helping through first year then they need to figure out what to do. I do not want to see their doors close and the City not support a Hansen project. A different rate may not be as much of a discount, but anything will help them out. When they were shut down they did not get full benefit of incentive. Commissioner Howard asked, what is cost they were charged? They were probably closed two months so let's extend two months with an adjusted rate. Dustin stated, to date they received about \$5,000 in incentives. Commissioner Farris stated, 90% of the bill is for Topside Aquatics because the offices do not use much. Dustin stated, when the economic development committee is putting together incentive packages I do not want electricity to be at our cost. When it comes to budget time you say budget is tight but we choked the City by giving electricity away at cost. Commissioner Brumbaugh stated, I agree we need to look for a different way to offer incentives. Dustin stated, I reached out to other municipal utilities, Colby does not do anything like this. They pull back a little on rate, but still get labor costs. Russell does not offer anything like this. I am just trying to make it fair. If a downtown business is struggling because of COVID and they come in, what is Commission going to do? Commissioner Howard asked, what is City ratio now with rate offered? Dustin stated, electricity costs at retail was \$11,000 and they received about \$5,000 discount so a little less than 50%. Mayor Garcia asked, is the twelve will get you six still in operation? Andrew stated, this incentive was a means to do away with the twelve will get you six because that program was money out of City pocket. We thought this incentive was easier on City. Mayor Garcia stated, we want to do incentives but need to find what will work for City. We need to determine a middle number that would benefit. Extending incentive two months will give us time to find a rate that would benefit. Commissioner Brumbaugh stated, Dustin is asking new economic development committee to come up with incentives outside of using electric incentives. Mayor Garcia stated, they will offer new incentives but if we formulate an electric rate they need to stand with it. Dustin stated, with our Sunflower Contract we are held at a higher rate. KMEA indicated we can get cheaper power but that is over four years away. If you have a rate for new business incentives, it needs to be a solid number because fluctuation in costs is difficult to do in billing. Mayor Garcia asked, what does Commission think about extending incentives an additional two months? Vice-Mayor Thompson stated, there were a lot of businesses that had a tough two months with COVID and I have a problem with the other tenants getting the discounted rate. It is not right. Mayor Garcia stated, that will have to be addressed. Commissioner Brumbaugh stated, that was not the intent of incentive, I do not like it either but I do not want to penalize Topside Aquatics. I agree extending incentives an additional two months. Mayor Garcia stated, I agree with two month extension but we need to address what solid rate should be. Vice-Mayor Thompson stated, I would like to consider incentives for non-profits at a rate of nine cents. Commissioner Brumbaugh stated, I am fine with that too. Dustin stated, at the rate of nine cents, we are still making money. We cannot do it at cost. Someone has to come up with number. If you have rate study you can create own rate but the study will cost money. Commissioner Howard stated, I would like a study done. Commissioner Brumbaugh stated, I agree. Commissioner Howard stated, we need to see what a study will cost us. Mayor Garcia stated, we need to contemplate a rate study and bring back as discussion item. **ON A MOTION** by Commissioner Brumbaugh to extend the electric incentive for Topside Aquatics at cost for two months; during this time period we evaluate rates to determine a rate offered for incentives for startup businesses **seconded** by Commissioner Farris. Vice-Mayor Thompson stated, I will vote for the two month extension but after that the rate needs to be sorted out and the other businesses in building need to be off this meter. **MOTION carried on a VOTE of 5-0.**

MINUTES

Goodland City Commission

September 21, 2018

Page 4

B. Accessible Parking Spaces on Main Street - Andrew stated, Brian reached out to Ray Petty, Great Planes ADA Center Technical Assistance Coordinator on this issue. Handicap parking must be maintained on public streets and signs need to be in center of stall to be in direct sight of driver. It can be placed on the building but does not advise sign or stall be moved. Commissioner Howard stated, we need to keep stall and sign where they are. Vice-Mayor stated, there are other blocks on Main Street that do not have good handicap parking. For next meeting can we have a map of handicap spots on Main Street to evaluate?

C. Transfer of Property at 1008 Main Ave - Andrew stated, Ben Schears had staff from NWKT College in building at 1008 Main. Property has been under discussion for some time. The agreement has been to transfer ownership to the college and they would utilize classes to proceed on building. The college is interested in moving forward and feel best way to proceed is to transfer ownership to NWKT College. Mayor Garcia stated, in the future they want to hold endowment association there. Andrew stated, yes they have plans for an event space and sell merchandise. The biggest problem with the building is it is beyond profitability for a private business. Commissioner Howard stated, you are talking about giving the building to them. You want to give something away and I wanted to buy property from the City and you turned me down. I think this should be put out for bid. Vice-Mayor Thompson asked, when the building was purchased was the intent for college to end up with property? Why did the college not buy the building? Andrew stated, the City purchased it because the City had previously abated the roof on structure and assessed cost to taxes for building, which allowed us to forfeit that cost. Any purchaser would have to pay for the abatement so it was a way around the abatement. Mayor Garcia stated, the previous Commission had the choice to demolish the building which would have left an empty lot on Main Street and gain no taxes. This was way to make it a viable building on Main Street. No community wants a Main Street with a vacant lot. The previous owner put us through the ringer to purchase the building. Andrew stated, the Commission's concern with property was that someone would buy it and just sit on it because investment to make it better was so high. Commissioner Howard stated, if that is the case we need to put deadlines on the transaction. I have a problem giving it away when my offer to purchase lots from the City was not even considered. You did not even ask questions to see what I wanted. Mayor Garcia stated, having a history on the situation, I understand where you are coming from but this has been an ongoing conversation with the college to allow them to fix building. up. You wanted to build on lots and one of the concerns was Topside Manor could require more space. I continue to be in favor to transfer building. Commissioner Brumbaugh stated, Ben was here and discussed using property for classes or applications but they have always been involved. Even if they took their time to get it remodeled. It sounds like their plan has changed. Commissioner Farris stated, when we put the roof on, I do not remember the college was even mentioned. Andrew stated, that discussion took place before the purchase of the building. We had concern about the nature of the building so we put a roof on. The college became involved when we took ownership of the property. Consensus of the Commission is to bring Ben Schears to next meeting for discussion. Vice-Mayor Thompson stated, I feel the City should not have purchased the building in the first place; I agree with Commissioner Howard in that the property should be put out for bid. I do not think the City should be controlling the market with real estate. If we have invested interest we should get rid of it the right away and let people bid on it. Mayor Garcia stated, it will be good to bring Ben to next meeting for discussion.

D. SPARK/MOU with Sherman County - Andrew stated, we received word from the County that Sherman County SPARK request was funded and City will receive about \$30,000 in funds. In order to receive the money we must have a Memorandum of Understanding (MOU) with the

MINUTES

Goodland City Commission

September 21, 2018

Page 5

County. Funds are for the reimbursement of costs the City has incurred during COVID. We included costs to stream meetings, PPE purchased, direct aid items like touchless hand dryers for City facilities. I have no concern with MOU. Vice-Mayor Thompson asked, we were going to do the streaming equipment so not sure why it should be covered. The MOU states that as of today there are no positive cases but we have had positive cases. Do we need to include official number from County? Andrew stated, I can make that change to MOU. **ON A MOTION** by Commissioner Howard to approve Memorandum of Understanding (MOU) removing the language on zero cases in Sherman County **seconded by** Commissioner Farris. **MOTION carried on a VOTE of 5-0.**

REPORTS

A. City Manager - 1. The Economic Development/Chamber of Commerce/ CVB Board have met and are working with legal counsel to form a 501(c) 3 to move forward. The Board has a good direction and intend to put together an Inter-local Agreement for both Commissions to review in near future. **2.** Street Department continues work on GAC alley. **3.** We have a couple request for bids out: 1521 Kansas demolition, Tree Abatement and Internet and Telephone Service contracts. All requests are on website and advertised in the paper. Mayor Garcia asked, on the bids for Internet/WIFI is anyone bidding besides Eagle and S& T? Andrew stated, AT&T is interested and we heard Nex-Tech, was interested but uncertain. We feel S& T and Eagle will be the main bids. Mayor Garcia asked, what is bid for? Josh stated, the original contract with Eagle was telephone/internet bundled with one year extension and we used the additional year. This bid request separates internet from telephone to make it easier to bid. We are not expanding, just asking for same services. Andrew stated, we see internet speeds going up with costs coming down. Josh stated, yes that will be a change. Vice-Mayor Thompson asked, why are we asking for five year contract? There is a lot of change in cost year to year. Josh stated, there are changes but basic service stays same. We have massive bundles that we have to deal with and changing them every two to three years is additional stress and burden. We need stability, not the latest and greatest. Mayor Garcia asked, have you heard back about complaints on sewer smell we heard about last meeting? Andrew stated, we are still looking into it. There is a lot to figure out there.

B. Fire Chief/Building Inspector – Brian stated, we continue to wait to get pumps and aerial tested. We need to do residual testing on hydrants for ISO. I am losing two good fireman to Wichita Fire Department. They are the two that saved the elderly lady and child from fire structure. I talked to County Commissioner Topliff, the County Attorney lost documentation for merger of Fire Departments, so that will be pushed back. Vice-Mayor Thompson asked, our City Attorney has been involved with this, should he not have copies of documentation they have been working with? Andrew stated, Jake did not have information pertaining to the merger. It was going to be a County Department, the County needed to create merger documentation. We provided information but did not create documents. Mayor Garcia stated, Jake’s only responsibility was to provide description of City assets but merger contract was not finalized. Information was sent to County but we have not received anything back from County. Brian stated, I will have to submit information again, adding equipment we have purchased since information was provided, then review replacement costs. The Chief vehicle has been ordered. Dan Brenner indicated with COVID, delivery will be a couple weeks longer. Our department is on pace to have over one hundred calls this year, currently sitting at ninety calls. In Building Inspection Department, I completed final electrical inspection on main floor at Holiday Inn Express. They are continuing with painting and putting in furniture. Electrical Contractor wants final inspection of entire building later this week. I received plans for 24/7 and been answering questions from outside

MINUTES

Goodland City Commission

September 21, 2018

Page 6

contractors to get licensed in Goodland to work on project. We are down on roof permits this year. Many properties with weed nuisances in past went up for tax sale and property is being maintained by new property owners, so our revenue and costs for mowing are down. Commissioner Farris asked, on the demolition bid is a permanent office required, or is that something new? Brian stated, it has always been in the bids. Andrew stated, that is to help with local bidder preference.

C. Director of Public Power – Dustin stated, my crews have good crew leaders in Lukas Wolak and Chris Douglas. At the power plant the spill prevention measures are being updated. We continue with general maintenance and cleaning. They are working on unit #13 catalyst and exhaust elements. Looking like may have to replace catalyst. Unit #7 had a water leak so did maintenance and its operating. We are working on monthly reports. Chris found a problem with unit #3 exhaust which is a 1938 unit. It has rusted out with age, but determining if structurally sound to lift unit out to weld. Our compressor issue has been addressed and we are spraying weeds in the yard. The Line Crew had two guys attend underground school in August and three more attending overhead school later this month. The Apprenticeship program is going well and our guys are ahead of schedule. We are working with USD 352 on track lighting project, finished alley upgrade from 5th to 8th Streets between College and Walnut and finished a service request for a service update. This is time of year for tree trimming to get line clearance. I worked with radio station last week on a power source for the movie and vendors last weekend. Mayor Garcia asked, do you think we can lift the engine out and do welding? Dustin stated, Chris is a good welder; we just need to get engine to a place we can safely weld. The engine is so old it is not listed on our insurance so we are trying to determine if feasible. It also is not listed on our capacity listing. If we replaced it, we would not replace with same size, but bring in more efficient unit that we could run more when we are get another power contract. Please feel free to stop by plant.

D. Parks and Recreation Director – Danny stated, we continue daily park checks, pick up trash, maintain equipment, mow and weed eat. Just finished fall program and put down two ton of fertilizer. With first frost we will be doing herbicide spraying. We are trying to get everything winterized by Halloween then do tree trimming. During inclement weather we do maintenance and servicing on equipment. When you talk about the Parks Department, it is more than the City Parks. We are grounds keepers for all City facilities so we keep busy. The Water Park has been winterized. For the Recreation Department the company is coming to recondition the tennis courts. We have groups gathering to play pickle ball at Chambers Park, GAC is hosting flag football at complex, playing basketball on West School courts, grade school is using Phillips Park and JR/SR High is using Steever Park. We have a group that wants to repaint shuffle board at Chambers Park. Mayor Garcia stated, congratulations on your promotion. Danny stated, please visit our shop across from City Shop.

E. City Commissioners

Vice-Mayor Thompson – 1. In spring we postponed city wide clean up, any discussion to do in fall. Andrew stated, we paused it with COVID as not sanitary environment at this time. Staffing issues also make it difficult. Mayor Garcia stated, staff is also working on alleys and sidewalks. There is quite a bit of work to complete this fall. What is left to do in alleys? Andrew stated, they are still working on alley behind GAC and doing alley behind Hallmark. Right now the concern is weather, time and staffing. Vice-Mayor Thompson stated, I would like this as a discussion item at next meeting.

Commissioner Brumbaugh – 1. No Report.

Commissioner Howard - 1. What are we short on employees? Frank stated, the Police Department just hired two, still have one position open. They both will go to the Academy

November 9th. We made a conditional offer to another individual. Dustin stated, we made an offer to an individual, waiting on the physical. Neal stated, I am down two employees in water and Kenton is down two in Street and Alley. He has extended one offer. Commissioner Howard stated, I would like to thank the employees for all you are doing.

Commissioner Farris – 1. Things around town are looking good, everyone is busy.

- F. Mayor – 1.** When we did Main Street project between 10th and 11th Street, there were some changes made but I thought the entire sidewalk should have been done. Since then there had been some people that have issues with the sidewalks. If they are willing to pay for material and guys are willing to help maybe we should look at getting them done? Andrew stated, we have had discussion; we need to decide ownership and cost share from property owner and how project fits into schedule. **2.** How much would it cost to put lights in park for pickle ball? Dustin stated, lights were there and we took them out when Commission put in gazebo. It was a parking lot now a pickle ball court. It would not be that hard. The majority of cost is lights and poles. Commissioner Brumbaugh brought up same question on volleyball court. Might save money if use poles that we have on hand and the cost for LED lights are coming down. We have the poles to finish Highway 24 project but need time to place them. It can be done just need to find time. Vice-Mayor Thompson asked, can we also look into lights at skatepark as well? Dustin stated, even if bought new poles, I would estimate costs to be \$5,000 at each location using two poles. We can try to have this as a late fall-early winter project. Mayor Garcia stated, please bring us a cost estimate. **3.** Can we have Dakota drive by 416 Main, there is a lot of stuff in yard? Commissioner Howard stated, another one is the vehicles parked on sidewalk on corner across street.

EXECUTIVE SESSION

- A. Executive Session - Under the authority of KSA 75-4319(b)(1) for personnel matters for nonelected personnel -** Mayor Garcia made a motion at 6:50 p.m. to recess into executive session under authority of K.S.A.75-4319 (b)(1) for personnel matters for nonelected personnel not to exceed twenty five minutes. I request only the Commission be present. Commissioner Brumbaugh seconded the motion. **MOTION carried by a VOTE of 5-0. Meeting resumed at 7:15 p.m.**

ADJOURNMENT WAS HAD ON A MOTION Commissioner Howard **seconded** by Commissioner Farris. **Motion carried by unanimous VOTE, meeting adjourned at 7:15 p.m. Next meeting is scheduled for October 5, 2020.**

ATTEST:

John Garcia, Mayor

Mary P. Volk, City Clerk

INVOICE NO	LN	DATE	PO NO	REFERENCE	TRACK		1099	NET	CHECK	PD DATE
					CD	GL ACCOUNT				

3784 AMAZON CAPITAL SERVICES										
1mcxq1k19whg	1	9/21/20	18197	HAGER 5300 DOOR CLOSER		11-03-3030		59.99	62450	10/05/20

								59.99		
2871 AMERICAN FAMILY LIFE										
PR20200925	1	9/25/20		AFLAC CANCER		11-00-0012	N	87.33	3045184	10/02/20 E
PR20200925	2	9/25/20		AFLAC CANCER		15-00-0012	N	49.53	3045184	10/02/20 E
PR20200925	3	9/25/20		AFLAC ACCIDENT		11-00-0012	N	79.68	3045184	10/02/20 E
PR20200925	4	9/25/20		AFLAC ACCIDENT		15-00-0012	N	69.72	3045184	10/02/20 E
PR20200925	5	9/25/20		AFLAC ACCIDENT		23-00-0012	N	14.28	3045184	10/02/20 E
PR20200925	6	9/25/20		AFLAC ST DISB		11-00-0012	N	23.76	3045184	10/02/20 E
PR20200925	7	9/25/20		AFLAC ST DISB		15-00-0012	N	82.92	3045184	10/02/20 E
PR20200925	8	9/25/20		AFLAC ST DISB		23-00-0012	N	17.82	3045184	10/02/20 E
PR20200925	9	9/25/20		AFLAC LIFE RIDR		15-00-0012	N	2.76	3045184	10/02/20 E
PR20200925	10	9/25/20		AFLAC LIFE		11-00-0012	N	32.51	3045184	10/02/20 E
PR20200925	11	9/25/20		SPEC HLTH EVENT		11-00-0012	N	20.10	3045184	10/02/20 E
PR20200925	12	9/25/20		AFLAC HOSP CONF		11-00-0012	N	43.44	3045184	10/02/20 E
PR20200925	13	9/25/20		AFLAC HOSP CONF		21-00-0012	N	26.28	3045184	10/02/20 E

								550.13		
1389 AMERICAN FID										
PR20200925	1	9/25/20		AF CANCER AT		11-00-0012	N	23.00	3045181	10/02/20 E
PR20200925	2	9/25/20		AF CANCER AT		15-00-0012	N	18.50	3045181	10/02/20 E
PR20200925	3	9/25/20		AF CANCER AT		21-00-0012	N	9.90	3045181	10/02/20 E
PR20200925	4	9/25/20		AMER FID CANCER		11-00-0012	N	164.64	3045181	10/02/20 E
PR20200925	5	9/25/20		AMER FID CANCER		15-00-0012	N	126.80	3045181	10/02/20 E
PR20200925	6	9/25/20		AMER FID CANCER		21-00-0012	N	26.95	3045181	10/02/20 E
PR20200925	7	9/25/20		AMER FID LIFE		11-00-0012	N	152.16	3045181	10/02/20 E
PR20200925	8	9/25/20		AMER FID LIFE		15-00-0012	N	316.40	3045181	10/02/20 E
PR20200925	9	9/25/20		AMER FID LIFE		21-00-0012	N	110.88	3045181	10/02/20 E
PR20200925	10	9/25/20		AMER FID LIFE		23-00-0012	N	80.25	3045181	10/02/20 E
PR20200925	11	9/25/20		AM FID ACCIDENT		11-00-0012	N	82.75	3045181	10/02/20 E
PR20200925	12	9/25/20		AM FID ACCIDENT		15-00-0012	N	103.05	3045181	10/02/20 E
PR20200925	13	9/25/20		AM FID ACCIDENT		21-00-0012	N	19.95	3045181	10/02/20 E
PR20200925	14	9/25/20		AM FID HOSPITAL		15-00-0012	N	26.99	3045181	10/02/20 E
PR20200925	15	9/25/20		AM FID HOSPITAL		21-00-0012	N	15.93	3045181	10/02/20 E
PR20200925	16	9/25/20		AM FD DISABILTY		11-00-0012	N	67.84	3045181	10/02/20 E
PR20200925	17	9/25/20		AM FD DISABILTY		15-00-0012	N	18.36	3045181	10/02/20 E
PR20200925	18	9/25/20		AF CRITICAL CR		11-00-0012	N	16.59	3045181	10/02/20 E
PR20200925	19	9/25/20		AF CRITICAL CR		15-00-0012	N	9.74	3045181	10/02/20 E

								1390.68		
1390 AMERICAN FIDELITY										
PR20200925	1	9/25/20		AF MED REIMBURS		11-00-0012	N	356.25	3045182	10/02/20 E
PR20200925	2	9/25/20		AF MED REIMBURS		15-00-0012	N	177.50	3045182	10/02/20 E
PR20200925	3	9/25/20		AF MED REIMBURS		21-00-0012	N	50.00	3045182	10/02/20 E
PR20200925	4	9/25/20		AF MED REIMBURS		23-00-0012	N	25.00	3045182	10/02/20 E

								608.75		

INVOICE NO	LN	DATE	PO NO	REFERENCE	TRACK		1099	NET	CHECK	PD DATE
					CD	GL ACCOUNT				

8001840517	1	9/22/20		1778 APAC, INC.-SHEARS COLD MIX		11-11-3120		844.03	62451	10/05/20
				APAC, INC.-SHEARS				844.03		
SI-1683574	1	9/16/20		3577 AXON ENTERPRISE IN C TASER 60 PROGRAM		11-03-4020		2640.00	62452	10/05/20
				AXON ENTERPRISE IN C				2640.00		
177903589	1	9/21/20	18196	3774 B&H PHOTO-VIDEO TN 760 TONER X 2		11-03-3120		133.42	62453	10/05/20
177903589	2	9/21/20	18196	TN660 TONER X 2		11-03-3120		100.42	62453	10/05/20
177903589	3	9/21/20	18196	TN450 TONER		11-03-3120		50.21	62453	10/05/20
				B&H PHOTO-VIDEO				284.05		
GEN20-362	1	9/21/20		374 BLACK HILLS ENERGY GAS POLICE DEPT		11-03-2100		114.79	62454	10/05/20
GEN20-363	1	9/24/20		GAS POWER PLANT		15-40-2100		431.04	62454	10/05/20
GEN20-364	1	9/18/20		GAS CEMETERY		11-19-2100		35.33	62454	10/05/20
				BLACK HILLS ENERGY				581.16		
PR20200925	1	9/25/20		71 BLUE CROSS - BLUE SHIELD BCBS S300/SHIP		11-00-0012	N	27.98	3045177	10/02/20 E
PR20200925	2	9/25/20		BCBS S300/SHIP		15-00-0012	N	23.25	3045177	10/02/20 E
				BLUE CROSS - BLUE SHIELD				51.23		
2905666523	1	9/16/20	18788	2902 CARGILL, INCORPORATED KD COURSE SOLAR SALT		21-40-3040		4179.44	62455	10/05/20
				CARGILL, INCORPORATED				4179.44		
PR20200925	1	9/25/20		519 CITY OF GOODLAN TECHNOLOGY		15-00-0012	N	15.00	3045178	10/02/20 E
				CITY OF GOODLAN				15.00		
GEN20-356	1	10/05/20		1880 CITY OF GOODLAND-REFUND A ELECTRIC DEP REFUND		20-01-5060		1350.00	62456	10/05/20
GEN20-356	2	10/05/20		WATER DEP REFUND		22-01-5070		750.00	62456	10/05/20
				CITY OF GOODLAND-REFUND A				2100.00		
GEN20-356	1	10/05/20		2816 CORKE, AUDREY REIMB FINAL BILL		15-44-3180		447.92	62457	10/05/20
				CORKE, AUDREY				447.92		
663618	1	8/26/20	18975	3819 DANA SAFETY SUPPLY, INC UNIT #3 LIGHTS		11-03-3060		519.20	62458	10/05/20
665430	1	9/02/20	4077	SOI INERSECTOR/SPLIT REAR RB		11-03-3060		1022.00	62458	10/05/20

INVOICE NO	LN	DATE	PO NO	REFERENCE	TRACK		1099	NET	CHECK	PD DATE
					CD	GL ACCOUNT				

3819 DANA SAFETY SUPPLY, INC										

DANA SAFETY SUPPLY, INC								1541.20		
69913	1	9/01/20		184 DEPENDABLE GLASS SERVICE, KEYS WELL #6		21-40-3030		6.00	62459	10/05/20
DEPENDABLE GLASS SERVICE,								-----		
								6.00		
8503-15	1	9/28/20		2682 DESIGNS EMBROIDER SHIRTS/JEANS		15-40-3160	M	61.04	62460	10/05/20
DESIGNS								-----		
								61.04		
DE280000348-20	1	8/31/20		2433 DPC ENTERPRISES, L.P. CHLORINE		21-40-3040		20.00	62461	10/05/20
DPC ENTERPRISES, L.P.								-----		
								20.00		
11278	1	9/22/20		3678 EICKHOF COLUMBARIA INC CLARK & PATRICIA JORDAN		05-01-2140		278.00	62462	10/05/20
EICKHOF COLUMBARIA INC								-----		
								278.00		
329135	1	9/04/20	18747	547 FAIRBANKS MORSE ENGINE EXHAUST MANIFOLD GASKETS		15-40-3060		727.59	62463	10/05/20
FAIRBANKS MORSE ENGINE								-----		
								727.59		
1849776	1	8/19/20		211 FARM PLAN CABLE #71P		11-11-3060		171.32	62464	10/05/20
1851492	1	8/21/20	18979	V BELT JD GATOR #72		11-15-3060		57.05	62464	10/05/20
1851499	1	8/21/20		OIL FILTER #71P		11-11-3060		31.52	62464	10/05/20
1852054	1	8/24/20	19106	SIDE CHUTE/SPRING CHUTE		11-15-3060		214.67	62464	10/05/20
1854467	1	8/27/20	19156	SPRING LOC/SPACER/CAP SCREW		23-41-3170		92.07	62464	10/05/20
1861865	1	9/10/20		O RINGS/SEAL #36		11-11-3060		19.88	62464	10/05/20
FARM PLAN								-----		
								586.51		
8042725	1	9/28/20		1428 GILMORE & BELL DISCLOSURE SVC/ANNUAL REPORT		11-02-2140		1200.00	62465	10/05/20
GILMORE & BELL								-----		
								1200.00		
GEN20-359	1	9/18/20		305 GOODLAND PUBLIC LIBRARY SH CO DIST/EMPLOYEE BEN		46-01-5050		3903.11	62466	10/05/20
GEN20-359	2	9/18/20		SH CO DIST/LIBRARY		13-01-5050		14027.38	62466	10/05/20
GOODLAND PUBLIC LIBRARY								-----		
								17930.49		
14588C17074	1	9/16/20		363 GOODLAND REGIONAL MEDICAL CHALEE LUTHER PHYSICAL		11-03-2140	M	148.00	62467	10/05/20
14620C17074	1	9/17/20		TANNER FEASEL PHYSICAL		11-03-2140	M	148.00	62467	10/05/20

INVOICE NO	LN	DATE	PO NO	REFERENCE	TRACK		1099	NET	CHECK	PD DATE
					CD	GL ACCOUNT				
				GOODLAND REGIONAL MEDICAL				296.00		
				3610 GUYER, JONI R.						
GEN20-357	1	10/05/20		CEMETERY CARE/OCTOBER 20		11-19-2140	M	3708.34	62468	10/05/20
				GUYER, JONI R.				3708.34		
				1589 HITCHCOCK INCORPORATED						
44126	1	9/02/20		IRON, FLAT STK, 1/4X2"		11-11-3120		56.51	62469	10/05/20
				HITCHCOCK INCORPORATED				56.51		
				391 HOOVER LUMBER						
270753	1	8/28/20		SPRINKLERS-WSB/VFW ALLEY		11-11-3120		17.96	62471	10/05/20
270755	1	8/28/20		RAGS SILICONE CAULKGUN CAULK		15-42-3120		57.42	62471	10/05/20
270771	1	8/28/20		SPRINKLERS-WSB/VFW ALLEY		11-11-3120		3.60	62471	10/05/20
270874	1	8/31/20		ACETONE		11-11-3120		8.67	62471	10/05/20
270984	1	9/01/20		CONNECTOR COMP/NEBO INSPECT		15-40-3060		27.21	62471	10/05/20
270997	1	9/01/20	18194	STEEL STICK-DOOR REPAIR		11-21-3030		5.93	62471	10/05/20
271103	1	9/03/20		DRILL BIT 3/8 X 16		15-40-3020		16.72	62471	10/05/20
271309	1	9/09/20		FLUOR LIGHTS		15-40-3030		8.04	62471	10/05/20
271696	1	9/16/20		1650 SPF 2X6X10 X 2		11-11-3120		37.98	62471	10/05/20
271806	1	9/18/20		SHELF/NUTS/BOLTS TRUCK 80		21-42-3170		34.50	62471	10/05/20
271917	1	9/21/20		ORGANIZER SMARTTRACK 16"		11-19-3030		23.98	62471	10/05/20
271922	1	9/21/20		RECIP BLADE 9" 8/14 5 PACK		11-07-3120		17.99	62471	10/05/20
271930	1	9/21/20		CLOSED LONG TAPE 100"		11-11-3170		19.79	62471	10/05/20
272122	1	9/25/20		MARK PAINT/TAPE MEASURE		11-11-3120		22.65	62471	10/05/20
272160	1	9/25/20		THREAD SEAL/PIPE THREAD/PLIERS		15-40-3060		34.03	62471	10/05/20
K71369	1	9/10/20		5 SHELF UNIT 72X48X24		21-40-3120		116.99	62471	10/05/20
K71373	1	9/10/20		BRACKET SHELF/NUTS AND BOLTS		11-03-3030		45.52	62471	10/05/20
				HOOVER LUMBER				498.98		
				3757 INTERSTATE ALL BATTERY CE						
1926601000819	1	9/18/20		1.55AH LIT 2/3A CARD 100 PACK		11-07-3120		399.00	62472	10/05/20
				INTERSTATE ALL BATTERY CE				399.00		
				2023 JCI INDUSTRIES INC						
8198689	1	7/22/20		CODING TOWER CIRC PUMP MOTOR		15-40-3060		852.63	62473	10/05/20
8201543	1	9/18/20		MECHANICAL SEAL		15-40-3060		1011.76	62473	10/05/20
				JCI INDUSTRIES INC				1864.39		
				663 JD FINANCIAL-ORSCHLHN						
3060	1	8/21/20		BOOTS ELIJAH		11-11-3120		24.99	62474	10/05/20
3179	1	8/25/20	19155	4" & 5" CLAMPS CABLE TIES		23-41-3120		27.95	62474	10/05/20
3724	1	8/25/20		SCREWDRIVER SET CORDLESS COMBO		21-40-3020		146.99	62474	10/05/20
3737	1	8/25/20		DRILL DRIVER BRUSLESS COMPACT		21-42-3020		99.00	62474	10/05/20
3947	1	8/26/20		POLO/SWEATER CODE ENFORCE		11-09-3160		73.00	62474	10/05/20
4167	1	8/28/20		FLASHLIGHT /HANDLE		21-42-3020		34.89	62474	10/05/20
4663	1	8/31/20	19158	PUMP FUEL/CHAIN LUBE/10W30 OIL		23-41-3060		424.72	62474	10/05/20
5986	1	9/09/20		DOG FOOD		11-03-3250		59.99	62474	10/05/20
6294	1	9/11/20		GLOVES		11-11-3120		8.99	62474	10/05/20

INVOICE NO	LN	DATE	PO NO	REFERENCE	TRACK		1099	NET	CHECK	PD DATE
					CD	GL ACCOUNT				

				663 JD FINANCIAL-ORSCHLNLN						
7087	1	9/17/20		4 PAIRS GLOVES		21-42-3060		49.96	62474	10/05/20
9619	1	8/26/20		CAUTION TAPE		11-11-3120		25.98	62474	10/05/20
				JD FINANCIAL-ORSCHLNLN				976.46		

				3822 KA-COMM, INC						
175834	1	9/10/20		FIRE CHIEF VEHICLE		36-01-4010		654.15	62475	10/05/20
				KA-COMM, INC				654.15		

				1072 KANSAS PAYMENT CENTER						
PR20200925	1	9/25/20		INCOME WITHHOLD		11-00-0012	N	497.08	3045180	10/02/20 E
PR20200925	2	9/25/20		INCOME WITHHOLD		15-00-0012	N	392.31	3045180	10/02/20 E
				KANSAS PAYMENT CENTER				889.39		

				3392 KLING, JAKE D.						
GEN20-357	1	10/05/20		ATTORNEY FEE OCTOBER 2020		11-02-2140	M	4000.00	62476	10/05/20
				KLING, JAKE D.				4000.00		

				1152 KS DEPT.OF HEALTH &ENVIRO						
GEN20-357	1	9/21/20		E DOUGLASS WASTEWATER TESTING		23-41-2170		25.00	62447	9/22/20
				KS DEPT.OF HEALTH &ENVIRO				25.00		

				523 KS PUBLIC EMP. RETIREMENT						
PR20200925	1	9/25/20		KPERS		11-00-0012	N	1840.70	3045179	10/02/20 E
PR20200925	2	9/25/20		KPERS		15-00-0012	N	1657.78	3045179	10/02/20 E
PR20200925	3	9/25/20		KPERS		21-00-0012	N	613.25	3045179	10/02/20 E
PR20200925	4	9/25/20		KPERS		23-00-0012	N	256.79	3045179	10/02/20 E
PR20200925	5	9/25/20		OPTIONAL KPERS		11-00-0012	N	162.51	3045179	10/02/20 E
PR20200925	6	9/25/20		OPTIONAL KPERS		15-00-0012	N	30.95	3045179	10/02/20 E
PR20200925	7	9/25/20		KPERS II		11-00-0012	N	1616.57	3045179	10/02/20 E
PR20200925	8	9/25/20		KPERS II		15-00-0012	N	1067.87	3045179	10/02/20 E
PR20200925	9	9/25/20		KPERS II		21-00-0012	N	76.75	3045179	10/02/20 E
PR20200925	10	9/25/20		KPERS II		23-00-0012	N	76.75	3045179	10/02/20 E
PR20200925	11	9/25/20		KPERS III		11-00-0012	N	2881.29	3045179	10/02/20 E
PR20200925	12	9/25/20		KPERS III		15-00-0012	N	1249.24	3045179	10/02/20 E
PR20200925	13	9/25/20		KPERS III		21-00-0012	N	482.93	3045179	10/02/20 E
PR20200925	14	9/25/20		KPERS III		23-00-0012	N	166.70	3045179	10/02/20 E
PR20200925	15	9/25/20		KPERS D&D		11-00-0012	N	433.85	3045179	10/02/20 E
PR20200925	16	9/25/20		KPERS D&D		15-00-0012	N	272.08	3045179	10/02/20 E
PR20200925	17	9/25/20		KPERS D&D		21-00-0012	N	80.28	3045179	10/02/20 E
PR20200925	18	9/25/20		KPERS D&D		23-00-0012	N	34.24	3045179	10/02/20 E
				KS PUBLIC EMP. RETIREMENT				13000.53		

				2625 LAYNE CHRISTENSEN COMPANY						
1880842	1	9/17/20		AMBERLITE PWA15 ION EXC RESIN		38-01-4010		3095.00	62477	10/05/20
				LAYNE CHRISTENSEN COMPANY				3095.00		

INVOICE NO	LN	DATE	PO NO	REFERENCE	TRACK		1099	NET	CHECK	PD DATE
					CD	GL ACCOUNT				

				3295 LOGAN CONTRACTORS SUPPLY						
P81199	1	9/18/20		P-STAKES X 1000		11-11-3120		500.00	62478	10/05/20
				LOGAN CONTRACTORS SUPPLY				500.00		

				3766 MALLORY SAFETY & SUPPLY						
4898434	1	8/19/20		NIK/EVID BAGS/GUN BOXS		11-03-3120		527.15	62479	10/05/20
				MALLORY SAFETY & SUPPLY				527.15		

				333 MCMASTER-CARR						
45460249	1	9/14/20	18750	EXHAUST GASKET MATERIAL		15-40-3060		930.31	62480	10/05/20
				MCMASTER-CARR				930.31		

				2104 NATIONWIDE TRUST CO. FSB						
PR20200925	1	9/25/20		NATIONWIDE TRST		11-00-0012	N	325.00	3045183	10/02/20 E
PR20200925	2	9/25/20		NATIONWIDE TRST		15-00-0012	N	265.00	3045183	10/02/20 E
				NATIONWIDE TRUST CO. FSB				590.00		

				3646 ND CHILD SUPPORT DIVISION						
PR20200925	1	9/25/20		ND CHILD SUPPOR		15-00-0012	N	114.93	3045185	10/02/20 E
				ND CHILD SUPPORT DIVISION				114.93		

				30 P I C						
2202	1	9/13/20		CONSULTING FEE/OCTOBER		11-21-2140		27.78	62482	10/05/20
2202	2	9/13/20		CONSULTING FEE/OCTOBER		11-02-2140		138.90	62482	10/05/20
2202	3	9/13/20		CONSULTING FEE/OCTOBER		11-03-2140		250.02	62482	10/05/20
2202	4	9/13/20		CONSULTING FEE/OCTOBER		11-04-2140		27.78	62482	10/05/20
2202	5	9/13/20		CONSULTING FEE/OCTOBER		11-07-2140		27.78	62482	10/05/20
2202	6	9/13/20		CONSULTING FEE/OCTOBER		11-09-2140		27.78	62482	10/05/20
2202	7	9/13/20		CONSULTING FEE/OCTOBER		11-11-2140		250.02	62482	10/05/20
2202	8	9/13/20		CONSULTING FEE/OCTOBER		11-15-3120		55.56	62482	10/05/20
2202	9	9/13/20		CONSULTING FEE/OCTOBER		11-17-2140		27.78	62482	10/05/20
2202	10	9/13/20		CONSULTING FEE/OCTOBER		21-40-2140		27.78	62482	10/05/20
2202	11	9/13/20		CONSULTING FEE/OCTOBER		21-42-2140		83.34	62482	10/05/20
2202	12	9/13/20		CONSULTING FEE/OCTOBER		23-41-2140		27.78	62482	10/05/20
2202	13	9/13/20		CONSULTING FEE/OCTOBER		23-43-2140		27.78	62482	10/05/20
2202	14	9/13/20		CONSULTING FEE/OCTOBER		15-40-2140		194.46	62482	10/05/20
2202	15	9/13/20		CONSULTING FEE/OCTOBER		15-42-2140		194.46	62482	10/05/20
2202	16	9/13/20		CONSULTING FEE/OCTOBER		15-44-2140		111.00	62482	10/05/20
				P I C				1500.00		

				2401 PAW WASH						
GEN20-358	1	10/05/20		ANIMAL CONTRACT OCTOBER 2020		11-05-2140		2250.00	62483	10/05/20
				PAW WASH				2250.00		

				3155 PERSONAL EVALUATION INC						
37451	1	8/31/20		JV PEP BILLING		11-03-2140		60.00	62448	9/22/20

INVOICE NO	LN	DATE	PO NO	REFERENCE	TRACK		1099	NET	CHECK	PD DATE
					CD	GL ACCOUNT				
				PERSONAL EVALUATION INC				60.00		
				3759 PRAIRIESPRINGS HOSPITALIT						
GEN20-362	1	10/05/20		REIMB SALES TAX		28-01-2050		6896.45	62484	10/05/20
				PRAIRIESPRINGS HOSPITALIT				6896.45		
				1682 S & B MOTELS						
GEN20-363	1	10/05/20		REIMB SALES TAX		28-01-2040		4960.91	62485	10/05/20
				S & B MOTELS				4960.91		
				407 SALINA SUPPLY COMPANY						
S100177540.001	1	9/23/20		12" MUELLER FIRE HYD EXT		21-42-3050		717.11	62486	10/05/20
S100177826.001	1	9/03/20	18787	BUSHINGS/NIPPLES/PVC PIPE		21-40-3060		730.31	62486	10/05/20
S100177826.003	1	9/08/20	18787	4-1/2" LIQUID FILLED GAUGE		21-40-3060		93.89	62486	10/05/20
S100177826.004	1	9/23/20		8"X20' PVC PIPE		21-40-3060		399.05	62486	10/05/20
s100176774.003	1	9/16/20	17323	CREDIT-BRASS FITTINGS		21-42-3050		248.23-	62486	10/05/20
				SALINA SUPPLY COMPANY				1692.13		
				2265 SCHERMERHORN, KATHY						
GEN20-360	1	10/05/20		ANIMAL CONTROL OCTOBER		11-05-2140	M	1500.00	62487	10/05/20
				SCHERMERHORN, KATHY				1500.00		
				413 SCHLOSSER, INC.						
72496	1	8/24/20		11TH & KANSAS CONCRETE		11-11-4050		166.00	62488	10/05/20
72619	1	9/17/20		VFW ALLEY		11-11-4050		2016.75	62488	10/05/20
72619	3	9/17/20		VFW ALLEY		11-11-3120		783.25	62488	10/05/20
72671	1	9/24/20		VFW ALLEY		11-11-3120		350.00	62488	10/05/20
				SCHLOSSER, INC.				3316.00		
				424 SHERMAN CO SHERIFF - BAST						
GEN20-338-1	1	10/05/20		PRISON CARE		11-04-2230	M	40.00	62489	10/05/20
GEN20-361	1	9/01/20		PRISON CARE AUGUST		11-03-2230	M	280.00	62489	10/05/20
				SHERMAN CO SHERIFF - BAST				320.00		
				427 SHORES NAPA						
178917	1	8/26/20		CAUTION TAPE		11-11-3120		17.38	62493	10/05/20
178932	1	8/26/20	19110	HOSE END NORTH TREE ROW		11-15-3060		5.69	62493	10/05/20
178936	1	8/26/20	18982	OIL FILTERS #5 & #80		21-42-3060		9.13	62493	10/05/20
178938	1	8/26/20	18982	COOLANT #5 & #80		21-42-3060		17.80	62493	10/05/20
178952	1	8/26/20		OUTLET, COVER, ELECTRIC BOX		15-42-3120		55.00	62493	10/05/20
178961	1	8/26/20		SPRING		15-42-3020		2.96	62493	10/05/20
179009	1	8/26/20		BROOM		11-11-3120		33.98	62493	10/05/20
179104	1	8/27/20		WELDING GLOVES/BRUSH/SCREW SET		15-40-3120		33.63	62493	10/05/20
179239	1	8/28/20		AA BATTERIES		21-42-3120		16.99	62493	10/05/20
179485	1	8/31/20		BRAKE PADS		11-03-3170		39.77	62493	10/05/20
179487	1	8/31/20		RESPIRATOR		11-11-3020		42.99	62493	10/05/20
179492	1	8/31/20		SHOP VAC		15-40-3020		90.46	62493	10/05/20
179510	1	8/31/20	19157	EXT CORDS CORD FITTING		23-41-3020		48.77	62493	10/05/20

INVOICE NO	LN	DATE	PO NO	REFERENCE	TRACK		1099	NET	CHECK	PD DATE
					CD	GL ACCOUNT				

427 SHORES NAPA										
179639	1	9/01/20	19159	BATTERY CHARGER		23-41-3020		120.40	62493	10/05/20
179649	1	9/01/20		BATTERY		21-40-3060		29.26	62493	10/05/20
179681	1	9/01/20		OIL FILTER		15-42-3170		3.59	62493	10/05/20
179682	1	9/01/20		OIL/AIR FILTER #2		11-11-3060		44.42	62493	10/05/20
179802	1	9/02/20		OIL ABSORBENT 40#		11-11-3120		10.99	62493	10/05/20
179809	1	9/02/20		OIL ABSORBENT 40#		11-11-3120		10.99	62493	10/05/20
179902	1	10/05/20		GR 5 HDW		15-42-3120		9.79	62493	10/05/20
180170	1	9/04/20		JB WELD		15-40-3060		6.53	62493	10/05/20
180371	1	9/08/20	18992	OIL &AIR FILTERX2 #27 TRACTOR		11-15-3060		36.33	62493	10/05/20
180508	1	9/09/20		NAPA HYDRAULIC		15-42-3060		4.80	62493	10/05/20
180515	1	9/09/20	18516	AIR FILTERS		11-17-3120		3.38	62493	10/05/20
180518	1	9/09/20		OIL FILTER/OIL/CRIMPING PLIERS		15-40-3020		70.07	62493	10/05/20
180559	1	9/09/20	19113	RUBBER GLOVES DUCT TAPE		11-15-3120		57.15	62493	10/05/20
180559	2	9/09/20	19113	OIL FILTER BOLT		11-15-3060		7.25	62493	10/05/20
180595	1	9/09/20	18995	TAILGATE HANDLE/BEZAL #18		11-11-3060		28.58	62493	10/05/20
180605	1	9/09/20	19114	FLOAT SWITCH SUMP PUMP		11-25-3060		25.99	62493	10/05/20
180629	1	9/10/20	18995	MULTIFUNCTION SWITCH #18		11-11-3060		116.32	62493	10/05/20
180840	1	9/11/20		DIPOSABLE GLOVES		11-11-3120		48.16	62493	10/05/20
180896	1	9/11/20		MECHANIC WIRE		15-40-3060		6.53	62493	10/05/20
181229	1	9/15/20		DEGREASER		11-11-3120		26.09	62493	10/05/20
181290	1	9/16/20		GLOVES, MIG WIRE/WELDING GLOVE		15-40-2310		83.93	62493	10/05/20
181540	1	9/17/20		GLOVEWORKS/2.5 DEF		21-42-3060		81.60	62493	10/05/20
181571	1	9/18/20	18999	BELT-EDGER		11-15-3060		16.08	62493	10/05/20
181613	1	9/18/20		BREAKER/CIRCUIT/COVER/100 AMP		15-42-3050		315.47	62493	10/05/20
181615	1	9/18/20		20A BREAKER		15-42-3050		19.18	62493	10/05/20
181616	1	9/18/20		HUB & BUSHING		15-42-3120		17.20	62493	10/05/20
181621	1	9/18/20	19000	OIL FILTER #21		11-11-3060		8.65	62493	10/05/20
181801	1	9/21/20		COMB WRENCH/FAST FIT GLOVES		15-40-3060		60.55	62493	10/05/20
181826	1	9/21/20		OIL/AIR FILTER/OVAL TRNAMP #29		11-11-3060		81.96	62493	10/05/20
181890	1	9/21/20		CERULEAN X 12		15-42-3120		41.73	62493	10/05/20
182069	1	9/23/20	19303	RV ANTIFREEZE 1 GALLON		21-42-3060		20.94	62493	10/05/20
182139	1	9/23/20	19304	OIL & AIR FILTER GATOR #64		11-11-3120		17.03	62493	10/05/20
182290	1	9/24/20		CUT WHEEL SAWZALL BLADES		21-42-3020		65.55	62493	10/05/20

SHORES NAPA								1911.04		
438 STANION WHOLESALE ELECTRI										
4999481	1	9/02/20	18891	ELECTRIC METERS		15-42-3050		9057.91	62494	10/05/20
4999540	1	9/09/20	18892	2- 7&13 TERM METER CAN		15-42-3050		1029.50	62494	10/05/20

STANION WHOLESALE ELECTRI								10087.41		
2784 USD # 352										
GEN20-362	1	9/25/20		SCHOOL TAX SEPTEMBER 2020		11-02-2050		26182.63	62495	10/05/20

USD # 352								26182.63		
1651 VAN DIEST SUPPLY COMPANY										
87756	1	9/17/20	19111	25 GAL TRIMEC 1000 SPRAY HERB		11-15-3040		940.00	62496	10/05/20

VAN DIEST SUPPLY COMPANY								940.00		

INVOICE NO	LN	DATE	PO NO	REFERENCE	TRACK		1099	NET	CHECK	PD DATE
					CD	GL ACCOUNT				

3524 VERIZON										
9859818006	1	8/01/20		CELL PHONE		11-03-2180		407.03	62446	9/22/20
9859818006	2	8/01/20		IPAD		11-06-2180		40.01	62446	9/22/20
9859818006	3	8/01/20		IPAD		11-11-3120		40.01	62446	9/22/20
9859818006	4	8/01/20		CELL PHONE		21-40-2180		151.36	62446	9/22/20
9859818006	5	8/01/20		CELL PHONE		15-42-3120		111.35	62446	9/22/20
9861883487	1	9/01/20		CELL PHONES		11-03-2180		378.41	62446	9/22/20
9861883487	2	9/01/20		IPAD		11-06-2180		40.01	62446	9/22/20
9861883487	3	9/01/20		CELL PHONE		21-40-2180		145.84	62446	9/22/20
9861883487	4	9/01/20		IPAD		11-11-3120		40.01	62446	9/22/20
9861883487	5	9/01/20		CELL PHONES/IPAD		15-42-3120		105.83	62446	9/22/20

VERIZON								1459.86		
2895 VISION CARE DIRECT ADM.										
PR20200925	1	9/25/20		VISION CARE DIR		11-00-0012	N	103.85	62449	10/02/20
PR20200925	2	9/25/20		VISION CARE DIR		15-00-0012	N	96.79	62449	10/02/20
PR20200925	3	9/25/20		VISION CARE DIR		23-00-0012	N	9.78	62449	10/02/20

VISION CARE DIRECT ADM.								210.42		
640 WAL*MART										
00151	1	8/25/20		COFFEE CUPS		11-02-3120		3.97	62497	10/05/20
00167	1	8/23/20		PAPER TAGS		11-03-3120		9.92	62497	10/05/20
00192	1	8/24/20		SUPPLIES		15-44-3120		62.93	62497	10/05/20
01237	1	9/01/20		SUPPLIES		15-40-3120		128.57	62497	10/05/20
02407	1	9/30/20		SWIFFER/KEY ID CAPS		11-21-3120		6.19	62497	10/05/20
0242	1	9/02/20		SUPPLIES		15-40-3120		52.33	62497	10/05/20
06551	1	8/21/20		GARMENT RACKS		11-03-3120		167.74	62497	10/05/20
1745	1	8/18/20		MOUSE TRAPS		15-44-3120		29.52	62497	10/05/20

WAL*MART								461.17		

***** REPORT TOTAL *****								131977.37		

JRNL ID/ ACCOUNT NUMBER	OTHER NUMBER/ ACCOUNT TITLE	OTHER REFERENCE/ REFERENCE	DEBIT	CREDIT	BANK #
PAYROLL					
11-00-0011	GENERAL EMP TAX A/P	SS/MED EMPE GEN	3,339.77		
11-00-0001	GENERAL OPERATING CASH	SS/MED EMPE GEN		3,339.77	1
15-00-0011	ELECTRIC EMP TAX A/P	SS/MED EMPE ELE	2,031.56		
15-00-0001	ELECTRIC CASH	SS/MED EMPE ELE		2,031.56	1
21-00-0011	WATER EMP TAX A/P	SS/MED EMPE WAT	605.53		
21-00-0001	WATER CASH	SS/MED EMPE WAT		605.53	1
23-00-0011	SEWER EMP TAX A/P	SS/MED EMPE SEW	258.18		
23-00-0001	SEWER CASH	SS/MED EMPE SEW		258.18	1
11-00-0011	GENERAL EMP TAX A/P	SS/MED EMPE GEN	3,339.77		
11-00-0001	GENERAL OPERATING CASH	SS/MED EMPE GEN		3,339.77	1
15-00-0011	ELECTRIC EMP TAX A/P	SS/MED EMPE ELE	2,031.56		
15-00-0001	ELECTRIC CASH	SS/MED EMPE ELE		2,031.56	1
21-00-0011	WATER EMP TAX A/P	SS/MED EMPE WAT	605.53		
21-00-0001	WATER CASH	SS/MED EMPE WAT		605.53	1
23-00-0011	SEWER EMP TAX A/P	SS/MED EMPE SEW	258.18		
23-00-0001	SEWER CASH	SS/MED EMPE SEW		258.18	1
11-00-0011	GENERAL EMP TAX A/P	FED TAX GEN	3,682.33		
11-00-0001	GENERAL OPERATING CASH	FED TAX GEN		3,682.33	1
15-00-0011	ELECTRIC EMP TAX A/P	FED TAX ELE	1,877.02		
15-00-0001	ELECTRIC CASH	FED TAX ELE		1,877.02	1
21-00-0011	WATER EMP TAX A/P	FED TAX WAT	654.63		
21-00-0001	WATER CASH	FED TAX WAT		654.63	1
23-00-0011	SEWER EMP TAX A/P	FED TAX SEW	208.01		
23-00-0001	SEWER CASH	FED TAX SEW		208.01	1
11-00-0011	GENERAL EMP TAX A/P	STATE TAX GEN	1,680.97		
11-00-0001	GENERAL OPERATING CASH	STATE TAX GEN		1,680.97	1
15-00-0011	ELECTRIC EMP TAX A/P	STATE TAX ELE	1,057.49		
15-00-0001	ELECTRIC CASH	STATE TAX ELE		1,057.49	1
21-00-0011	WATER EMP TAX A/P	STATE TAX WAT	312.72		
21-00-0001	WATER CASH	STATE TAX WAT		312.72	1
23-00-0011	SEWER EMP TAX A/P	STATE TAX SEW	120.15		
23-00-0001	SEWER CASH	STATE TAX SEW		120.15	1
07-01-5030	SELF INSUR BCBS STOP LOSS PYMT	STOP LOSS 9/22	1,786.37		
07-00-0001	SELF INSUR CASH	STOP LOSS 9/22		1,786.37	1
07-01-5030	SELF INSUR BCBS STOP LOSS PYMT	STOP LOSS 9/29	26,123.47		
07-00-0001	SELF INSUR CASH	STOP LOSS 9/29		26,123.47	1
45-01-1050	EMP BENEFIT HEALTH/ACC INSUR	BCBS GEN	10,903.44		
45-00-0001	EMP BENEFITS CASH	BCBS GEN		10,903.44	1
15-40-1050	ELEC. PROD. INSURANCE	BCBS ELPR	2,428.27		
15-00-0001	ELECTRIC CASH	BCBS ELPR		2,428.27	1
15-42-1050	ELEC. DIST. INSURANCE	BCBS ELDI	2,844.43		
15-00-0001	ELECTRIC CASH	BCBS ELDI		2,844.43	1
15-44-1050	ELEC. COMM & GEN INSURANCE	BCBS ELCG	1,991.58		
15-00-0001	ELECTRIC CASH	BCBS ELCG		1,991.58	1
21-40-1050	WATER PROD. INSURANCE	BCBS WAPR	681.50		
21-00-0001	WATER CASH	BCBS WAPR		681.50	1
21-42-1050	WATER DIST. INSURANCE	BCBS WADI	940.86		
21-00-0001	WATER CASH	BCBS WADI		940.86	1
23-41-1050	SEWER TREATMENT INSURANCE	BCBS SETR	355.98		
23-00-0001	SEWER CASH	BCBS SETR		355.98	1
23-43-1050	SEWER COLL. INSURANCE	BCBS SECO	545.20		

JRNL ID/ ACCOUNT NUMBER	OTHER NUMBER/ ACCOUNT TITLE	OTHER REFERENCE/ REFERENCE	DEBIT	CREDIT	BANK #
23-00-0001	SEWER CASH	BCBS SECO		545.20	1

Journal Total : 70,664.50 70,664.50

Sub Total 70,664.50 70,664.50

** Report Total ** 70,664.50 70,664.50

FUND	NAME	DEBITS	CREDITS
07	SELF INSURANCE	27,909.84	27,909.84
11	GENERAL	12,042.84	12,042.84
15	ELECTRIC UTILITY	14,261.91	14,261.91
21	WATER UTILITY	3,800.77	3,800.77
23	SEWER UTILITY	1,745.70	1,745.70
45	EMPLOYEE BENEFIT	10,903.44	10,903.44
TOTALS		70,664.50	70,664.50

** Transactions affected cash may need to be entered in Bank Rec! **
 ** Review transactions that have a number in the Bank # column. **

ACCOUNT NUMBER	ACCOUNT TITLE	DEBITS	CREDITS	NET
07-00-0001	SELF INSUR CASH	.00	27,909.84	27,909.84-
07-01-5030	SELF INSUR BCBS STOP LOSS PYMT	27,909.84	.00	27,909.84
11-00-0001	GENERAL OPERATING CASH	.00	12,042.84	12,042.84-
11-00-0011	GENERAL EMP TAX A/P	12,042.84	.00	12,042.84
15-00-0001	ELECTRIC CASH	.00	14,261.91	14,261.91-
15-00-0011	ELECTRIC EMP TAX A/P	6,997.63	.00	6,997.63
15-40-1050	ELEC. PROD. INSURANCE	2,428.27	.00	2,428.27
15-42-1050	ELEC. DIST. INSURANCE	2,844.43	.00	2,844.43
15-44-1050	ELEC. COMM & GEN INSURANCE	1,991.58	.00	1,991.58
21-00-0001	WATER CASH	.00	3,800.77	3,800.77-
21-00-0011	WATER EMP TAX A/P	2,178.41	.00	2,178.41
21-40-1050	WATER PROD. INSURANCE	681.50	.00	681.50
21-42-1050	WATER DIST. INSURANCE	940.86	.00	940.86
23-00-0001	SEWER CASH	.00	1,745.70	1,745.70-
23-00-0011	SEWER EMP TAX A/P	844.52	.00	844.52
23-41-1050	SEWER TREATMENT INSURANCE	355.98	.00	355.98
23-43-1050	SEWER COLL. INSURANCE	545.20	.00	545.20
45-00-0001	EMP BENEFITS CASH	.00	10,903.44	10,903.44-
45-01-1050	EMP BENEFIT HEALTH/ACC INSUR	10,903.44	.00	10,903.44
TRANSACTION TOTALS		70,664.50	70,664.50	.00

PAYROLL REGISTER

ORDINANCE #2020-P19

10/2/2020

<u>DEPARTMENT</u>	<u>GROSS PAY</u>
GENERAL	44,552.19
ELECTRIC	27,206.82
WATER	8,028.18
SEWER	3,423.89
TOTAL	<u>83,211.08</u>

PASSED AND SIGNED THIS _____ DAY OF _____, 2020

CITY CLERK

MAYOR

**CITY OF GOODLAND
BID SHEET: IFB 2020-05**

I hereby submit the following bid options for the demolition of structures at 1521 Kansas Ave:

BASE BID: Demolition of All Structures \$ 4825⁰⁰

Anticipated Completion Date: 10-30-20

If my proposal is accepted, I hereby certify that I will complete the project as stated herein and further to comply with all appropriate codes adopted by the City of Goodland and State Statutes with changes as noted below:

Check the following box if you are claiming local bidder preference:

I have included with my Bid Sheet a Workers' Compensation (select only one):

Certificate of Coverage

Affidavit of Waiver

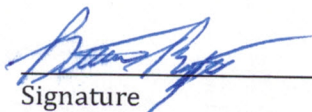
The City already has my updated Workers Compensation information on file

BTK PUMPING
Company/Contractor Name

330 W. 11TH GOODLAND
Company/Contractor Address

BRIAN RIPPE
Contact Name

785-821-2393
Contact Phone Number


Signature

9-25-21
Date

**CITY OF GOODLAND
BID SHEET: IFB 2020-05**

I hereby submit the following bid options for the demolition of structures at 1521 Kansas Ave:

BASE BID: Demolition of All Structures \$ 6,500.00

Anticipated Completion Date: 60 DAYS FROM BID AWARD

If my proposal is accepted, I hereby certify that I will complete the project as stated herein and further to comply with all appropriate codes adopted by the City of Goodland and State Statutes with changes as noted below:

Check the following box if you are claiming local bidder preference:

I have included with my Bid Sheet a Workers' Compensation (select only one):

- Certificate of Coverage Affidavit of Waiver
 The City already has my updated Workers Compensation information on file

6000YS
Company/Contractor Name

1201 E 8TH
Company/Contractor Address

MIKE YARGER
Contact Name

890 5443
Contact Phone Number
821 3521


Signature

SEPT 29 2020
Date

**CITY OF GOODLAND
BID SHEET: IFB 2020-06**

I hereby submit the following bid options for removal of dead and diseased trees in Goodland:

Removal of two trees at 522 W. 13 th St.	\$ <u>2160.⁰⁰</u>
Removal of one tree at 509 W. 10 th St.	\$ <u>2270.⁰⁰</u>
Removal of one tree at 1004 Kansas Ave.	\$ <u>925.⁰⁰</u>

TOTAL BID: \$ 5355.⁰⁰

Anticipated Completion Date: November 15, 2020

If my proposal is accepted, I hereby certify that I will complete the project as stated herein and further to comply with all appropriate codes adopted by the City of Goodland and State Statutes with changes as noted below:

Check the following box if you are claiming local bidder preference:

I have included with my Bid Sheet a Workers' Compensation (select only one):

Certificate of Coverage Affidavit of Waiver

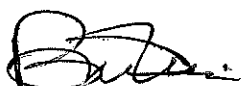
The City already has my updated Workers Compensation information on file

Earthscapes Unlimited
Company/Contractor Name

50297 Co. Rd. V
Burlington, CO. 80807
Company/Contractor Address

Brian Nider
Contact Name

719 341 959
Contact Phone Number


Signature

9-29-2020
Date

**CITY OF GOODLAND
BID SHEET: IFB 2020-06**

I hereby submit the following bid options for removal of dead and diseased trees in Goodland:

Removal of two trees at 522 W. 13th St. \$ 4500⁰⁰
Removal of one tree at 509 W. 10th St. \$ 4000⁰⁰
Removal of one tree at 1004 Kansas Ave. \$ 1000⁰⁰

TOTAL BID: \$ 9500⁰⁰

Anticipated Completion Date: On reception of bid 1 to 2 weeks
Dependios on weather

If my proposal is accepted, I hereby certify that I will complete the project as stated herein and further to comply with all appropriate codes adopted by the City of Goodland and State Statues with changes as noted below:

Check the following box if you are claiming local bidder preference:

I have included with my Bid Sheet a Workers' Compensation (select only one):

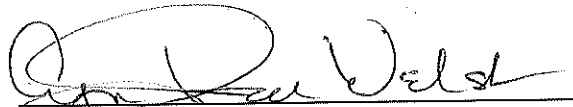
- Certificate of Coverage
- Affidavit of Waiver
- The City already has my updated Workers Compensation information on file

DBA Cynthia Welsh
Company/Contractor Name

719 Center Goodland, KS
Company/Contractor Address

Cyndi Welsh
Contact Name

785 821-4108
Contact Phone Number


Signature

9/18/20
Date

CONTRACT FOR ENGINEERING SERVICES
for
RECONSTRUCT & EXTEND RUNWAY 5-23
GOODLAND MUNICIPAL AIRPORT

This Contract, made and executed in duplicate this ____ day of _____, 2019, by and between the **CITY OF GOODLAND, KANSAS**, hereinafter called **OWNER**, party of the first part, and **EVANS, BIERLY, HUTCHISON & ASSOCIATES, P. A.**, Consulting Engineers, Goodland, Kansas, hereinafter called **ENGINEER**, party of the second part.

The Project includes the Reconstruction of the asphalt sections of Runway 5/23 and a 500' extension on the east end at the Goodland Municipal Airport, Goodland, Kansas.

WITNESSETH; THAT in consideration of the mutual covenants herein contained, the **OWNER** hereby agrees to employ the **ENGINEER** to perform Engineering Services herein outlined and to make payment for these services as set forth below.

SECTION 1 - ENGINEERING SERVICES:

1.1. DESIGN ENGINEERING SERVICES

- 1.1.1. Consult with Utility Companies and local FAA field office and provide information to them regarding the proposed construction.
- 1.1.2. Conduct Field Design surveys for the Project. Surveys shall locate existing utilities, facilities, and structures on the airport property within 100' of the Project or a distance adequate to provide a sound engineering design.
- 1.1.3. Conduct testing of existing pavement, base, and subbase materials to determine alternatives for design. Consult with FAA pavements engineers to ensure selected materials and methods for construction meet current FAA design standards and technical guidelines.
 - 1.1.3.1. Conduct Geotechnical exploration tests to determine base and pavement design.
- 1.1.4. Assist the **OWNER** in the preparation and submission of all AIP forms, documents, and reports to comply with all conditions of the Federal Aviation Administration (FAA) grant.
- 1.1.5. Design and prepare working drawings and specifications for the project in accordance with the **OWNER's** Federal Aviation Administration (FAA) grant.
- 1.1.6. Review Preliminary plans with the **OWNER**. Submit two sets of preliminary (30%) plans and specifications for FAA coordination and review of eligibility and allowability. Include Engineer's Design Report to include pavement design, Safety Plan/Requirements for Contractor Safety Plan, Detailed Cost Opinion and description of all modifications to FAA Standard Specifications.
- 1.1.7. Review final plans and specifications with **OWNER**. Submit two sets for FAA review and approval. Include Safety Plan/Requirements for Contractor Safety Plan, Updated Cost Opinion (if changes occur) and Construction Observation Program (COP).
- 1.1.8. Assist in advertising the project to contractors. Provide bid documents to those Contractors interested at cost. Attend the bid letting, prepare Engineer's Estimate, assist and advise the **OWNER** in opening bids, awarding construction contract and contract preparation. Furnish Tabulation of Bids to **OWNER** and FAA.
- 1.1.9. Assist **OWNER** in preparing and submitting Grant Application to the FAA.

1.2 CHANGES IN SERVICES

- 1.2.1 The **OWNER** may request changes in the scope of the services of the **ENGINEER**. Such changes, including any increase or decrease in the amount of the **ENGINEER'S** compensation, which are mutually agreed upon by and between the **OWNER** and the **ENGINEER**, shall be incorporated in written amendments to this contract.

SECTION 2 - OWNER'S RESPONSIBILITIES

- 2.1 **OWNER** shall provide full information to **ENGINEER** concerning the PROJECT including all available plans, maps, plats, documents, grant conditions, other reports and correspondence, and the **OWNER's** recommendations.
- 2.2 **OWNER** shall examine and review the contract documents and inform **ENGINEER** regarding any decision thereto.
- 2.3 **OWNER** shall pay **ENGINEER** at monthly intervals for Engineering Services under this contract based on the actual work completed according to the following schedule:

- 2.3.1 For services under paragraphs 1.1
(Design Engineering)

The **OWNER** agrees to pay the **ENGINEER** a Fixed Lump Sum Payment of **\$ 84,500.00**. The actual costs were estimated in conformity with the cost principles established in the U.S. Department of Transportation, Federal Aviation Administration Advisory Circular No. 150/5100-14c, Part 4-5. This will be the total compensation for the scope of work outlined in this contract except by supplementary contract by the parties hereto with prior approval by the FAA.

- 2.3.2 For services under paragraph 1.2. As set forth in the Contract for additional services.

SECTION 3 - THE PARTIES HERETO MUTUALLY AGREE:

- 3.1 The **ENGINEER** agrees to commence work in accordance with the terms of this contract following the award of the construction contract to a contractor or the date of bid award to the contractor.

SECTION 4 - MUTUAL CONSIDERATIONS:

- 4.1 This contract and all contracts entered into under the provisions of this contract shall be binding upon the parties hereto and their successors and cannot be assigned without written consent of the **OWNER**.
- 4.2 The right is reserved by the **OWNER** to terminate all or part of this Contract at any time upon written notice to the **ENGINEER**. Such notice shall be sent not less than ten (10) days written notice in advance of the effective date of such termination received by all parties to this Contract.
- 4.3 The **ENGINEER** may terminate this Contract, in the event of substantial failure of other parties to perform in accordance with the terms hereof, upon ten (10) days written notice in advance of the effective date of such termination received by all parties to this Contract.
- 4.4 In the event the Contract is terminated by the **OWNER** without fault on the part of the **ENGINEER**, the **ENGINEER** shall be paid for the work performed or services rendered under the payment section of this Contract.
- 4.5 In the event the services of the **ENGINEER** are terminated by the **OWNER** for fault including but not limited to: Unreasonable delays in performance; failure to respond to **OWNER** requests; and/or unsatisfactory performance on the part of the **ENGINEER**, the **ENGINEER** shall be paid the reasonable value of the services performed or rendered and delivered to the **OWNER** up to the time of termination. The value of the services performed, rendered and delivered will be determined by a Review Committee comprising of a maximum of two (2) representatives from each of the Contract parties. The **OWNER** and **ENGINEER** shall submit pertinent information to the Review Committee for resolution.
- 4.6 The **OWNER**, the Federal Aviation Administration, the Comptroller General of the United States, or any of the duly authorized representatives shall have access to any books, documents, papers, and records of **ENGINEERS** directly

pertinent to a specific grant program, for the purpose of making audits, examinations, excerpts, and transcriptions. The **ENGINEER** shall maintain all required records for three (3) years after the **OWNER** makes final payment and all other pending matters are closed. These records must include construction diaries, official correspondence with the contractor, change orders, test data, weigh tickets, survey data, and all other basis for determining as constructed and pay quantities, notices-to-proceed, stop orders, and specifications compliance data.

- 4.7 In the event of the **ENGINEER'S** noncompliance, violation or breach of contract terms, the **OWNER** may impose such contract sanctions as the **OWNER** may determine to be appropriate, including, but not limited to,
- 4.7.1 Withholding of payments to the **ENGINEER** under the Contract until the **ENGINEER** complies, and/or
 - 4.7.1 Cancellation, termination or suspension of the contract, in whole or in part.
- 4.8 During the performance of this contract, the **ENGINEER**, or the **ENGINEER's** assignees and successors in interest (hereinafter referred to as the "**ENGINEER**" or "contractor"), agrees as follows:
- 4.8.1 Compliance with Regulations: The **ENGINEER** will comply with the Regulations of the U.S. Department of Transportation relative to nondiscrimination in federally assisted programs of the U.S. Department of Transportation (Title 49, Code of Federal regulations, Parts 21, 23 and 27, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
 - 4.8.1 Nondiscrimination: The **ENGINEER**, with regard to the work performed by the **ENGINEER** after award and prior to the completion of the contract work, will not discriminate on the grounds of race, religion, color, gender, age, disability, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The **ENGINEER** will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
 - 4.8.2 The contractor, sub recipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirement of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.
 - 4.8.3 The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than thirty (30) days from the receipt of each payment the prime contractor receives from the City of Goodland, Kansas. If the contractor, without reasonable cause, fails to make payment to his or her subcontractors or material suppliers within this thirty (30) days, the contractor shall pay to his or her subcontractors or material suppliers, in addition to the payment then due them, interest in the amount of one and one-half per cent per month, calculated from the expiration of the thirty (30) day period until fully paid. This shall also apply to any payments made by the subcontractors and material suppliers to their subcontractors and material suppliers and to all payments made to lower tier subcontractors and material suppliers throughout the contracting chain. The prime contractor agrees further to return retainage payment to each subcontractor within thirty (30) days after subcontractor's work is satisfactorily completed and approved by the recipient. Any delay or postponement of payment from the above referenced time frames may occur only for good cause following written approval by duly authorized officials of the City of Goodland, Kansas. This cause applies to both DBE and non-DBE subcontractors.

In the event a contractor fails to comply, the City of Goodland, Kansas, may withhold further payments to the contractor and/or determine there is a contract breach and terminate the contract.

If and when any conditions arise giving indication that subcontractors (DBE or non-DBE) are not on tract to fulfill their contractual work obligations, the prime contractor is required to notify the Airport Manager, the City's DBE Liaison Officer, and any engineering firms responsible for construction observation and oversight (the latter pertains to construction related projects). By doing so, the prime contractor will have given advance notification to the City of their prospective need for variance from the above prompt

payment requirements. All prime contractors and subcontractors are encouraged to use appropriate alternative dispute resolution mechanisms to resolve payment disputes.

4.8.5 Engineer agrees to comply with the attached Required Federal Clauses for Professional Services Contracts, Attachment #2.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed on the date written above.

ENGINEER
EVANS, BIERLY, HUTCHISON
& ASSOCIATES, P. A.
Consulting Engineers
Goodland, Kansas

OWNER
CITY OF GOODLAND, KANSAS

By: _____
Vice-President

By: _____
Mayor

Attest: _____
City Clerk

STANDARD TERMS AND CONDITIONS **EVANS, BIERLY, HUTCHISON & ASSOCIATES, P.A.**

SECTION 1: Scope of Work

Evans, Bierly, Hutchison & Associates, P.A. (hereinafter referred to as **EBH**) shall perform the services defined in the contract for the stated fee arrangement. **Client** may request incidental or additional services not specified in the contract which change the Scope of Work and **EBH** will provide these additional services at the contract fee schedule rate; provided, that if such additional services are beyond the scope of the contract, the fee arrangement will be negotiated at the time such services are requested.

SECTION 2: Access to Site

Unless otherwise stated, **EBH** will have access to the site for activities necessary for the performance of the services. **EBH** will take reasonable precautions to minimize damages due to these activities, but has not included in the fee the cost of restoration of any resulting damage.

SECTION 3: Dispute Resolution

Claims or disputes between **Client** and **EBH** arising during design, construction, or post-construction shall be submitted to non-binding mediation. **Client** and **EBH** agree to include a similar mediation agreement with all contractors, subcontractors, subconsultants, suppliers, and fabricators, thereby providing for mediation as the primary method for dispute resolution between all parties.

SECTION 4: Billings and Payments

Invoices for **EBH**'s services shall be submitted, at **EBH**'s option, either upon completion of such services or on a monthly basis. Invoices shall be payable within 30 days after the invoice date. Payment shall not be contingent upon actions or participation of any party other than **Client**. In the event of a disputed or contested invoice, only the portion so contested shall be withheld from payment.

Interest at a rate of 1.5% per month, or the maximum allowed by law, will be charged on past due amounts starting 60 days after the date of the invoice. Payments will first be credited to interest and then to principal. No interest will accrue on any reasonably contested portion of an invoice until mutually resolved. If **Client** fails to make payment in full within 60 days after the date of an undisputed invoice, **EBH** may, without waiving any claim or right against **Client** and without liability whatsoever to **Client**, terminate the performance of services. In the event any portion of an account remains unpaid 90 days after billing, **Client** shall pay all costs of collection, including reasonable attorney's fees.

SECTION 5: Ownership of Documents

All reports, plans, specifications, calculations, estimates, documents, and other work products, including all work products on electronic media, prepared by **EBH** as instruments of service shall remain the property of **EBH**. **Client** agrees to hold harmless, indemnify, and defend **EBH** against all damages, claims, and losses arising out of the reuse of or changes made to plans and specifications without the written authorization of **EBH**.

SECTION 6: Standard of Care

Services provided by **EBH** under the contract will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. No other warranty, express or implied, is made or intended by the contract for services.

SECTION 7: Construction Methods and Job Site Safety

EBH will not have control over or charge of, and will not be responsible for, construction means, methods, techniques, sequences, or procedures, nor for safety precautions and programs in connection with the work.

SECTION 8: Certifications, Guarantees, and Warranties

EBH shall not be required to execute any document that would result in **EBH**'s having to certify, guarantee, or warrant the existence of conditions whose existence **EBH** cannot ascertain.

SECTION 9: Termination of Services

Either **Client** or **EBH** may terminate the contract at any time with or without cause upon giving the other party 7 days prior written notice. In the event of termination, **Client** shall pay **EBH** for all services rendered and all reimbursable expenses up to the date of termination, plus reasonable termination expenses.

SECTION 10: Limitation of Liability

In recognition of the relative risks, rewards, and benefits of the project to both **Client** and **EBH**, the risks have been allocated such that **Client** agrees, to the fullest extent permitted by law, to limit **EBH**'s liability to **Client** and to all construction contractors and subcontractors on the project for any and all claims, losses, expenses, or damages arising out of the contract from any cause or causes, so that the total aggregate liability of **EBH** to all those named shall not exceed \$50,000 or **EBH**'s total fee for services rendered on the project, whichever is greater. Such causes include, but are not limited to **EBH**'s professional negligence, acts, errors, omissions, strict liability, breach of contract or warranty.

FEDERAL CONTRACT PROVISIONS FOR A/E AGREEMENTS

ALL REFERENCES MADE HEREIN TO “CONTRACTOR”, “PRIME CONTRACTOR”, “BIDDER”, “OFFEROR”, AND “APPLICANT” SHALL PERTAIN TO THE ARCHITECT/ENGINEER (A/E).

ALL REFERENCES MADE HEREIN TO “SUBCONTRACTOR”, “SUB-TIER CONTRACTOR” OR “LOWER TIER CONTRACTOR” SHALL PERTAIN TO ANY SUBCONSULTANT UNDER CONTRACT WITH THE A/E.

ALL REFERENCES MADE HEREIN TO “SPONSOR” AND “OWNER” SHALL PERTAIN TO THE STATE, CITY, AIRPORT AUTHORITY OR OTHER PUBLIC ENTITY EXECUTING CONTRACTS WITH THE A/E.

ACCESS TO RECORDS AND REPORTS

Reference: 2 CFR § 200.333, 2 CFR § 200.336, and FAA Order 5100.38

The contractor must maintain an acceptable cost accounting system. The contractor agrees to provide the Sponsor, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers, and records of the contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

CIVIL RIGHTS – GENERAL

Reference: 49 USC § 47123

The contractor agrees that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the contractor and sub-tier contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

CIVIL RIGHTS – TITLE VI ASSURANCE

Reference: 49 USC § 47123 and FAA Order 1400.11

A) Title VI Solicitation Notice

The **(Name of Sponsor)**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

B) Title VI Clauses for Compliance with Nondiscrimination Requirements

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

- 1) **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- 2) **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
- 3) **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor’s obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
- 4) **Information and Reports:** The contractor will provide all information and reports required by the Nondiscrimination Acts and Authorities, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
- 5) **Sanctions for Noncompliance:** In the event of a contractor’s noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
- 6) **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Nondiscrimination Acts and Authorities, and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

C) Title VI List of Pertinent Nondiscrimination Authorities

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

DISADVANTAGED BUSINESS ENTERPRISE

Reference: 49 CFR part 26

Contract Assurance (§ 26.13) - The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

Prompt Payment (§26.29) - The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than thirty (30) calendar days from the receipt of each payment the prime contractor receives from the Sponsor. The prime contractor agrees further to return retainage payments to each subcontractor within thirty (30) calendar days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Sponsor. This clause applies to both DBE and non-DBE subcontractors.

ENERGY CONSERVATION REQUIREMENTS

Reference: 2 CFR § 200, Appendix II (H)

Contractor and each subcontractor agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201 et seq).

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

Reference: 29 USC § 201, et seq.

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The Consultant has full responsibility to monitor compliance to the referenced statute or regulation. The Consultant must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Wage and Hour Division.

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

Reference: 20 CFR part 1910

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

RIGHT TO INVENTIONS

Reference: 2 CFR § 200 Appendix II (F) and 37 CFR §401

Contracts or agreements that include the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the Owner in any resulting invention as established by 37 CFR part 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements. This contract incorporates by reference the patent and inventions rights as specified within in the 37 CFR §401.14. Contractor must include this requirement in all sub-tier contracts involving experimental, developmental or research work.

SEISMIC SAFETY

Reference: 49 CFR part 41

In the performance of design services, the Consultant agrees to furnish a building design and associated construction specification that conform to a building code standard which provides a level of seismic safety substantially equivalent to standards as established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their building code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety. At the conclusion of the design services, the Consultant agrees to furnish the Owner a “certification of compliance” that attests conformance of the building design and the construction specifications with the seismic standards of NEHRP or an equivalent building code.

TAX DELINQUENCY AND FELONCY CONVICTION

Reference: Sections 415 and 416 of Title IV, Division L of the Consolidated Appropriations Act, 2014 (Pub. L. 113-76) and DOT Order 4200.6

Certification - The applicant represents that it is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

Certification - The applicant represents that it is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months. A felony conviction means a conviction within the preceding twenty four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. § 3559.

TRADE RESTRICTION CERTIFICATION

Reference: 49 USC § 50104 and 49 CFR part 30

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror:

- a) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (U.S.T.R.);
- b) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the U.S.T.R.; and
- c) has not entered into any subcontract for any product to be used on the Federal on the project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subcontractor:

- a) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R. or
- b) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such U.S.T.R. list or
- c) who incorporates in the public works project any product of a foreign country on such U.S.T.R. list;

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by U.S.T.R, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

VETERAN'S PREFERENCE

Reference: 49 USC § 47112(c)

In the employment of labor (excluding executive, administrative, and supervisory positions), the contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$3,500

DISTRACTED DRIVING

Reference: Executive Order 13513 and DOT Order 3902.10

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), the FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$3,500 and involve driving a motor vehicle in performance of work activities associated with the project.

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$10,000

TERMINATION OF CONTRACT

Reference: 2 CFR § 200 Appendix II (B)

Termination for Convenience

The Owner may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Owner, the Contractor must immediately discontinue all services affected.

Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

Termination by Default

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating

the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party [7] days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

- a) Termination by Owner: The Owner may terminate this Agreement in whole or in part, for the failure of the Consultant to:
 - 1) Perform the services within the time specified in this contract or by Owner approved extension;
 - 2) Make adequate progress so as to endanger satisfactory performance of the Project;
 - 3) Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the Owner determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Owner issued the termination for the convenience of the Owner.

- b) Termination by Consultant: The Consultant may terminate this Agreement in whole or in part, if the Owner:
 - 1) Defaults on its obligations under this Agreement;
 - 2) Fails to make payment to the Consultant in accordance with the terms of this Agreement;
 - 3) Suspends the Project for more than [180] days due to reasons beyond the control of the Consultant.

Upon receipt of a notice of termination from the Consultant, Owner agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If Owner and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Owner's breach of the contract.

In the event of termination due to Owner breach, the Engineer is entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. Owner agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$25,000

DEBARMENT AND SUSPENSION

Reference: 2 CFR part 180 (Subpart C), 2 CFR part 1200, and DOT Order 4200.5

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that at the time the bidder or offeror submits its proposal that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction", must verify each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

- 1) Checking the System for Award Management at website: <https://www.sam.gov>.
- 2) Collecting a certification statement similar to the Certificate Regarding Debarment and Suspension (Bidder or Offeror), above.
- 3) Inserting a clause or condition in the covered transaction with the lower tier contract

If the FAA later determines that a lower tier participant failed to tell a higher tier that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedy, including suspension and debarment.

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$100,000

CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

Reference: 2 CFR § 200 Appendix II (E)

1) Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2) Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) above, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 above, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 above.

3) Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any

other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 above.

4) Subcontractors.

The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section.

LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

Reference: 31 U.S.C. § 1352 – Byrd Anti-Lobbying Amendment; 2 CFR part 200, Appendix II (J); and 49 CFR part 20, Appendix A

The bidder or offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

P

ROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$150,000

BREACH OF CONTRACT TERMS

Reference: 2 CFR § 200 Appendix II (A)

Any violation or breach of terms of this contract on the part of the contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

CLEAN AIR AND WATER POLLUTION CONTROL

Reference: 2 CFR § 200 Appendix II (G)

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. § 740-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Contractor must include this requirement in all subcontracts that exceeds \$150,000.

**SHERMAN COUNTY ECONOMIC DEVELOPMENT
NEIGHBORHOOD REVITALIZATION ACT
REVITALIZATION PLAN**

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF SHERMAN COUNTY,
KANSAS.

IN THE MATTER OF THE ADOPTION OF A NEIGHBORHOOD REVITALIZATION PLAN:

REVITALIZATION PLAN

The Board of County Commissioners of Sherman County, Kansas, (herein sometimes called "Governing Body") pursuant to the Kansas Neighborhood Revitalization Act, K.S.A. 12-17,114 et. seq, does hereby adopt a Neighborhood Revitalization Plan (herein sometimes called "Plan") for the County of Sherman as follows:

FINDINGS

Pursuant to K.S.A. 12-17,116, the Governing Body FINDS:

1. Sherman County currently suffers from poor economic conditions as evidenced by the following:

- (a) The total tangible assessed valuation for Sherman County in 2020 was \$NUMBER, ranking the county RANK of 105 counties in Kansas.
- (b) Numerous circumstances account for the challenging economic conditions in Sherman County. A continuing decline in the number of farms, as well as the depressed farm economy, has continued to cause a decline in local retail sales. The static enrollment at area schools has forced the school board to consider increasing taxes to make up for the lost state aid. This increase in taxes has kept many people from renovating existing housing or making needed improvements to property.
- (c) The County has also suffered from the continued out-migration of our youth to the more urban areas. This has had a negative effect on the number of available employees and the future leadership of the County.

2. Notice of hearing on this Plan has been given pursuant to K.S.A.,12-17,117(e) by publication in the official county newspaper of Sherman County on the dates published, DATE and DATE editions of such newspaper and proof of such publication has been filed in the office of the County Clerk of Sherman County.

3. By reason of the findings made in paragraphs 1 and 2 above, the Governing Body further finds that a majority of the conditions as described in subsection (c) of K.S.A. 12-17,115 exist in the entire County of Sherman as a single unit or area eligible for designation under the Kansas Neighborhood Revitalization Act and that the rehabilitation, conservation and redevelopment thereof is necessary to protect the public health, safety and welfare of the residents of Sherman County.

PLAN INFORMATION

1. LEGAL DESCRIPTION OF AREA IN PLAN.

- (a) A legal description of the real estate forming the boundaries of the area included within the Plan is the entire area of Sherman County, Kansas, as set forth in K.S.A. 18-191 and such statute is adopted herein by reference.
- (b) Maps depicting the existing Parcels of real estate covered by this Plan have been prepared and are on file in the office of the County Appraiser of Sherman County and the same are adopted as a part of the Plan by reference.

2. ASSESSED VALUATION. The existing (i.e. 2020) assessed valuation of the real estate included in the Plan, listing land and building values separately, is as follows:

Buildings & Improvements	\$ <u>\$NUMBER</u>
Land	\$ <u>\$NUMBER</u>
Total	\$ <u>\$NUMBER</u>

3. NAMES AND ADDRESSES OF OWNERS. A list of the names and addresses of the Owners of record of the real estate included within the Plan constitutes a part of the records in the office of the County Appraiser of Sherman County, and such list is adopted in and made a part of this Plan by reference.

4. ZONING CLASSIFICATIONS. The existing zoning classifications and zoning district boundaries and the existing land uses within the area included in the Plan (exclusive of those cities within the County of Sherman which have not adopted zoning plans and ordinances) are as set forth in the official zoning maps, records, resolutions and ordinances of the County of Sherman and the cities of Goodland and Kanorado.

5. MUNICIPAL SERVICES. The Plan does not include any proposals for improving or expanding municipal services as described in K.S.A. 12-17,117(a)(5) and, if any proposals for any such improvements or expansions of municipal services are hereafter proposed by the Governing Body, then any such proposal will be prepared and considered independently of this Plan.

6. REAL PROPERTY ELIGIBLE.

- (a) All real property and all improvements thereon situated in Sherman County are eligible to apply for Revitalization under the Plan.
- (b) Rehabilitation of and additions to existing buildings and, also, construction of new buildings are each and all eligible to apply for Revitalization under the Plan.

PLAN PURPOSE

Purpose:

This plan is intended to promote the revitalization and development of the County of Sherman by stimulating new construction and the rehabilitation, conservation or redevelopment of the area in order to protect the public health, safety or welfare of the County by offering certain incentives, which includes tax rebates.

Disclaimer:

In the event the county experiences a natural disaster with major property loss, as determined by the governing body, this program can be discontinued immediately after the declaration. There will be no new applications accepted after that point.

CRITERIA FOR DETERMINATION OF ELIGIBILITY

- (A) "Structure" means any building, wall or other structure, including the building and improvements to existing structures and fixtures permanently assimilated to the real estate.

Exceptions will include, but not necessarily be limited to:

- Non real estate items;
- Sprinkling systems, fences, landscaping, garden-type structures;
- Patios, gazebos, hot tubs, swimming pools,
- Irrigation wells and equipment, both agriculture and residential.

- (B) There will be an application period beginning January 1, 2018 and ending December 31, 2020. At the end of each year, the taxing entities will review the plan and determine its continuation. Those approved during the period will continue to receive the tax rebate.
- (C) There must be a minimum increase of \$5,000 in appraised value to receive a tax rebate for commercial or residential construction.
- (D) New as well as existing improvements on property must conform to all codes, rules, and regulations in effect at the time the improvements are made. Tax rebates may be terminated if improvements or new construction do not conform to code during the ~~ten~~-five-year rebate period.
- (E) Any Applicant that is past due for more than ~~ten (10) business days~~ in any real estate tax payment in Sherman County and/or special assessment will forfeit any current or future rebates.
- (F) Qualified improvements or new construction eligible for tax rebates under Neighborhood Revitalization Plan may submit only one application per project per year.
- (G) See the County Clerk for taxing units who have adopted the Tax Rebate Program of the Neighborhood Revitalization Plan. A tax rebate will be based on the increase in appraised value

following the first full year of completion.

- (H) Tax rebates transfer with ownership of the qualifying property.
- (I) Upon payment in full of the real estate tax for the subject property for the initial and each succeeding year period extending through the specified rebate period, and within a thirty (30) day period following the date of tax distribution by Sherman County to the other taxing units, a tax rebate in the amount of the tax increment (less the administrative fee as specified in Paragraph 15, below) will be made to the owner. The tax rebate will be made by the County Treasurer of Sherman County through the Neighborhood Revitalization Fund established in conjunction with the other taxing units participating in an Interlocal Agreement.
- (J) In any given year, the rebate paid will be based upon the lesser of the increase in appraised value from the first year, or the value as appraised in the current year.
- (K) Construction must be completed in one year from approval date, with a **one-time**, one-year extension allowed if requested in writing **prior to the one-year expiration date** and approved by the three taxing entities. ~~Extensions beyond that period will be considered on a case by case basis. After expiry of the completion date and/or any authorized extensions, projects still incomplete shall be assessed and rebated according to the newly assessed valuation.~~
- (L) Each August the Sherman County Board of County Commissioners shall publish twice in the local paper a list of all NRP participants that received rebates. The publication will include the amount of taxes paid by all participants and the amount of the rebates (Both in lump sum format). This information will also be posted on the Sherman County website. These postings will also include a brief overview of the NRP requirements and benefits available.

APPLICATION PROCEDURE

Prior to filing the Application for Tax Rebate, you will need to do the following:

1. Obtain an application from the County Appraiser's Office.
2. Prior to the commencement of demolition or construction on any improvement or new construction for which a tax rebate will be requested, the applicant-owner will complete Part ~~1A~~ **and B** of the application. Requests must be received **and approved** before commencement of demolition for rehab or remodel projects and before commencement of construction on new construction projects. ~~Prep work or minor demolition required to determine the scope of the project can be undertaken before application.~~
3. Part ~~1A~~ **and B** of the application must be filed with the County Appraiser's Office, with a non-refundable \$50.00 application fee prior to the commencement of construction.
4. The County Appraiser's Office ~~will return a copy of Part 1A~~ **will send a letter** to the applicant within fifteen (15) working days, indicating approval or denial of the project. **No work can** ~~Should the applicant begin before receiving formal approval, they shall do so at their own risk.~~

- ~~5. The County Appraiser's Office will forward a copy of Part 1A to the County Clerk for notification and information purposes. Copies of the application will also be forwarded to the Economic Development Coordinator for monitoring purposes.~~
- ~~6. The applicant owner will notify the County Appraiser before the commencement of construction by filing Part 1B of the application.~~
5. For any improvement that is only partially completed as of January 1, following the commencement of construction:
 - a. The owner-applicant will file Part 3 C of the application with the County Appraiser indicating the status of construction on January 1. Part 3 C will be filed on or before December 15, preceding the commencement of the tax rebate period.
6. ~~For any improvement that is completed before January 1, following the commencement of construction~~ **Once the project is complete:**
 - ~~a. The owner-applicant will file Part 3 C of the application and detailed costs of the project with the County Appraiser certifying the completion of the project. Part C and costs must be received within 30 days of completing the project on or before December 1, preceding commencement of the tax rebate period, certifying the completion of construction.~~
7. Soon after ~~January~~ **June** 1, the County Appraiser will conduct an on-site inspection of the construction project (improvement, rehabilitation, or new) and determine the new valuation of the real estate accordingly. The valuation is then reported to the County Clerk by June 15. The tax records will be revised.
8. Upon filing of Part 3 C, and the determination of the new valuation of the said real estate, the form will be filed with the County Clerk and the County Appraiser certifying the project is in compliance with the eligibility requirements for a tax rebate. The owner-applicant will be notified after valuations have been completed.
9. Upon payment in full of the real estate tax for the subject property for the initial and each succeeding year period extending through the specified rebate period, ~~and within a ten (10) day period following the date of tax distribution by Sherman County to the other taxing units,~~ a tax rebate in the amount of the tax increment (less the administrative fee as specified in Paragraph 15, below) will be made to the owner. The tax rebate will be made by the County Treasurer of Sherman County through the Neighborhood Revitalization Fund established in conjunction with the other taxing units participating in an Interlocal Agreement.
10. The owner of commercial property eligible for a tax rebate under the Neighborhood Revitalization Plan and, also, eligible for property tax exemption under K.S.A. 79-201(a) or any other existing ad valorem tax exemption law, will be eligible to secure relief only under one such Plan or law, as the owner may elect.
11. Multiple qualified improvements to the same parcel completed within one calendar year shall be treated as one improvement.

12. If the owner is aggrieved by any act, action or omission by the County Appraiser, the owner, if possible, shall complete the remedial actions, as shall be necessary to secure the required approval of the County Appraiser or, if the owner cannot secure such approval, then the owner may appeal the County Appraiser's decision to a three person appeals panel, consisting of one representative from each of the three taxing entities, in the manner provided for the filing of tax appeals by taxpayers in K.S.A. 79-1606(a) and (b). On the filing of any such appeal, the same shall be heard by the three person appeals panel prior to September 1st next following filing of any such appeal. If the owner is likewise aggrieved by the three person appeals panel's decision, then the taxpayer may appeal to the District Court in the manner authorized by K.S.A. 19-223.
13. **An owner can file an informal appeal on the property with the tax rebate, but not a payment under protest. Filing a payment under protest will remove the project from the rebate program.**
14. 3% of the tax rebate will be retained on all projects to cover administrative costs.
15. Applications will be subject to the policies and procedures developed by the three taxing entities.

BENEFITS OF THE TAX REBATE PROGRAM

- It will provide incentives for housing improvements through property tax refunds.
- It does not interfere with current property tax revenues.
- The program will help spur new long-term tax revenue, without creating a fiscal burden for the cities and county.
- It will offer incentives for development where development might not otherwise occur.
- It will help create jobs because historically, jobs follow development.
- It will assist private efforts to stem the outward migration of residents and the resulting deterioration of neighborhoods within the county.
- It can assist in strengthening the fiscal capacity of our city and county governments to grow and serve our area.
- It provides a limited window of opportunity for participation, thereby encouraging quick response.
- It will encourage housing, commercial and industrial development in the county.

**TAX REBATE PROGRAM
UNDER THE NEIGHBORHOOD REVITALIZATION PLAN**

**CRITERIA FOR RESIDENTIAL PROPERTIES
NEW & REHAB PROJECTS**

REBATE SCHEDULE – 5 YEAR

Year 1-5 90%

1. New construction/tear-down/rebuild and /or remodel projects qualify for rebates. There is no maximum cap on appraised valuation.
2. A \$5,000 minimum increase of appraised value is required. Each property can apply multiple times.

**CRITERIA FOR COMMERCIAL AND INDUSTRIAL PROPERTIES
NEW & REHAB PROJECTS**

REBATE SCHEDULE – 5 YEAR

Year 1-5 90%

1. New construction/tear-down/rebuild and /or remodel projects qualify for rebates. There is no maximum cap on appraised valuation.
2. A \$5,000 minimum increase of appraised value required. Each property can apply multiple times ~~but cannot exceed any specified caps for the total of all improvements.~~

DETERMINATION FACTORS

1. The intended purpose or use of the structure will determine if the project is commercial or residential
2. Multi-family structures and agriculture structures will be considered commercial.
3. Multi-use structures that include a single family residence qualify for the residential schedules. all others qualify as commercial.

FREQUENTLY ASKED QUESTIONS

Q. What is the Tax Rebate Program?

A. During the 1994 legislative sessions, lawmakers passed Senate Bill 3732, which provides tax rebates for new construction and the rehabilitation of existing structures. In order to implement the legislation locally, each municipality must adopt a plan and designate an area in which they want to promote revitalization and development or redevelopment.

Q. What is a “Tax Rebate”?

A. It is a refund of the property taxes which are paid on the actual value added to a property due to the improvement. Under the Neighborhood Revitalization Plan legislation, the taxes relating to the appraised value on the property prior to the improvement may not be reduced and will continue to be payable.

Q. What is “Qualified Improvement”?

A. “Qualified Improvement” includes new construction, rehabilitation and additions.

Q. How is “Structure” defined?

A. “Structure” means any building wall or other structure, including the building and improvements to the existing structures and fixtures assimilated to the real estate.

Q. What kind of “Improvements” will increase the appraised value?

A. New construction, additions and major rehabilitations will increase the appraised value. Repairs generally will not increase the appraised value unless there are several major repairs or improvements completed at the same time.

Q. Does “one dollar” spent on work equal “one dollar” of increase value?

A. One dollar spent is not necessarily equal to one dollar of increased value.

Q. How can I determine if I am eligible for a tax rebate?

A. There must be a minimum appraised value increase of \$5,000. New as well as existing improvements must conform to all codes, rules and regulations in effect. You should secure a building permit for all improvements (if applicable). Call the City Inspector to obtain the permit.

Q. What is the difference between appraised and assessed values?

A. Appraised value is the value the County Assessor values your property at and assessed value is a fraction of this value. Typically, assessed value for residential is 11.5% of appraised value and commercial is 25% of appraised value.

Q. If qualified improvements have been made, how does one obtain a tax rebate? Who applies?

A. A property owner applies. Even if, as a lessee, you are doing the improvements and your lease agreement has you paying the taxes, the property owner must apply. The tax rebate will be included as part of the property's tax record for the term of the rebate regardless of who owns or occupies the property.

Q. How often do I need to apply?

A. Apply each year that you make a qualifying improvement to the property even though the improvements may not actually be completed during the year. If no further improvements are made, the initial application will be sufficient without the property owner having to file an additional application for succeeding years in which a tax rebate is received.

Q. Will the schedule of tax rebates as determined by the increase in appraised value in the first year ever change?

A. Yes. The total taxes rebated to you over the five or ten years may decrease only if the appraised value of the property decreases. However, if the appraised value of your property increases during the five years, your rebate will not increase. In other words, the rebate paid in any given year (1-5) will be based on the lesser of the increase in appraised value from the first year or the value appraised in the current year.