



CITY COMMISSION AGENDA
MONDAY, DECEMBER 5TH 2022
204 W. 11TH ST. – 5:00 P.M.

AARON THOMPSON – MAYOR
JJ HOWARD – VICE MAYOR
JASON SHOWALTER – COMMISSIONER
BROOK REDLIN – COMMISSIONER
ANN MYERS – COMMISSIONER

1. CALL TO ORDER

- A. Roll Call
- B. Pledge of Allegiance

2. PUBLIC COMMENT

Craig Lovelace- GRMC

(Members of the audience will have five minutes to present any matter of concern to the Commission. No official action may be taken at this time.)

3. CONSENT AGENDA

- A. 11-21-2022 Commission Meeting Minutes
- B. Appropriation Ordinances 2022-23; 2022-23A; 2022-P23;

4. ORDINANCES AND RESOLUTIONS

- A. Resolution 1608-Unfit Structure 1523 Colorado Ave

5. FORMAL ACTION

- A. Animal Control Operation Agreement
- B. 2023 CMB Licenses
- C. GAC Renewal
- D. Grave Opening and Closing Contract Renewal

6. DISCUSSION ITEMS

- A. Rate change for solid waste contract
- B. City property – direction for farming
- C. 2022 Budget Amendment: Electric Utility

7. REPORTS

- A. City Manager-
 - (1) Manager Memo
 - (2) November month end balances
 - (3) Joint meeting request
 - (4) Thriving Communities grant application
 - (5) Electric Department update
- B. City Commissioners
- C. 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, December 19th, 2022

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 Street
Goodland, KS 67735

MEMORANDUM

TO: Mayor Thompson and City Commissioners
FROM: Kent Brown, City Manager
DATE: December 5, 2022
SUBJECT: Agenda Report

Proclamations

None for this meeting.

Consent Agenda:

- A. 11-21-2022 Commission Meeting Minutes
 - B. Appropriation Ordinances 2022-23; 2022-23A; 2022-P23;
- RECOMMENDED MOTION: I move that we approve Consent Agenda items A and B.*

Ordinances and Resolutions:

- A. Resolution 1608 – Unfit Structure – 1523 Colorado Av.

Building Official Jeff Dinkel will present the particulars regarding the structure at 1523 Colorado Av. This resolution is to set another hearing (starting over) on the property. This resolution sets the hearing date for this property on January 17, 2023.

RECOMMENDED MOTION: "I move that we approve Resolution 1608, A RESOLUTION FIXING A TIME AND PLACE AND PROVIDING FOR NOTICE OF A HEARING BEFORE THE GOVERNING BODY OF THE CITY OF GOODLAND, KANSAS, AT WHICH THE OWNER, HIS OR HER AGENT, LIENHOLDERS OF RECORD, OCCUPANTS AND OTHER PARTIES IN INTEREST OF STRUCTURES LOCATED WITHIN SAID CITY AND DESCRIBED HEREIN MAY APPEAR AND SHOW CAUSE WHY SUCH STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED AS AN UNSAFE OR DANGEROUS STRUCTURE."

Formal Actions:

- A. Animal Control Operations Agreement

City staff discussed with legal counsel and came to the conclusion that separate agreements by the City of Goodland and Sherman County with the vendor, Paw Wash, LLC, would be preferable. The agreement in the packet is for the City of Goodland with Paw Wash, LLC.

RECOMMENDED MOTION: "I move that we approve the agreement with Paw Wash, LLC for \$25,200.00 for animal care operations."

B. 2023 CMB Licenses

Attached is the list of CMB licenses for renewal January 1, 2022 for both, consumption on premises and in original and unopened containers not for consumption on premises. Staff may update the spreadsheet on Monday since there are 2 businesses that have not submitted renewal paperwork at this point and some others that are just pending inspection completion and approval.

RECOMMENDED MOTION: "I move that we approve the 2023 CMB Licenses for _____ with consumption on the premises, and _____, _____, _____, _____, _____, _____, and _____ for sale contingent upon passing required inspections and background checks."

C. 2023 Goodland Activity Center Contract

This is the extension of the contract with the GAC. Upon the expiration of the original contract date, this agreement may be renewed at the expressed approval of the CITY for one additional two (2) year term beginning at the end of 2022 and extending until the 31st day of December, 2024.

RECOMMENDED MOTION: "I move that we approve to extend the contract with GAC for two (2) years providing certain recreational programs to the area residents."

D. Grave opening and closing contract renewal.

This is the extension of the contract with MLO Inc. (Brian Fugelberg). Upon the expiration of the original contract date, this agreement may be renewed at the expressed approval of the CITY for one additional two (2) year term beginning at the end of 2022 and extending until the 31st day of December, 2024.

RECOMMENDED MOTION: "I move that we approve to extend the contract with MLO, Inc. for two (2) years for providing certain services to open and close all grave spaces in the Goodland Cemetery except for disinterment which will be handled on a case by case basis."

Discussion Items

A. Rate change for solid waste contract

Chuck Redlin will be at the Commission meeting to start the discussion of a rate change for the trash. The request will be for a flat \$3.00 rate change across the board for each customer in residential, commercial, etc. See original contract and cccf form for further.

B. City property – direction for farming

Greg Sederstrom will be present at the meeting to get direction on what operations to conduct on two parcels that the city owns in the northwest quadrant of the City adjacent to the water treatment plant and north and west of the new Topside Manor.

C. 2022 Budget Amendment – Electric Utility

City staff will present information on a possible budget amendment hearing for the 2022 Budget because of the additional costs received by the Electric Utility due to the fuel cost adjustments that have exceeded the budgeted amount as well as the escalating costs for capital equipment over 2022.

Reports:

A. City Manager

- Manager Memo
- November month end balances
- Joint meeting request
- Thriving Communities grant application
- Electric Superintendent Update; Director of Public Power Dustin Bedore will provide a department update to the Commission.

B. City Commissioners

The Mayor will ask each City Commissioner for their comments or questions for staff on any other topic not on the agenda at this time.

C. Mayor

Mayor will present any comments or questions for staff at this time.

Executive Session: Under the authority of KSA 75-4319 (b)(1) for personnel matters for nonelected personnel.

RECOMMENDED MOTION: *“I move that we go into executive session 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 _____ minutes.”*

GOODLAND CITY COMMISSION
Regular Meeting

November 21, 2022

5:00 P.M.

Mayor Aaron Thompson called the meeting to order with Vice-Mayor J. J. Howard, Commissioner Jason Showalter and Commissioner Ann Myers responding to roll call. Commissioner Brook Redlin was reported absent.

Also present were Dustin Bedore – Director of Electric Utilities, Frank Hayes – Chief of Police, Joshua Jordan – IT Director, Kenton Keith – Director of Streets and Facilities, Neal Thornburg – Director of Water and Wastewater, Danny Krayca – Director of Parks, Jeff Dinkel – Code Enforcement/Building Official, Mary Volk - City Clerk, Jake Kling – City Attorney and Kent Brown - City Manager.

Mayor Thompson led Pledge of Allegiance

PUBLIC COMMENT

CONSENT AGENDA

A. 11/07/22 Commission Meeting Minutes

B. Appropriation Ordinances: 2022-22, 2022-22A, and 2022-P22

ON A MOTION by Commissioner Showalter to approve Consent Agenda **seconded by** Vice-Mayor Howard. **MOTION carried on a VOTE of 4-0.**

ORDINANCES AND RESOLUTIONS

A. Resolution 1603: Unfit Structure 106 N Caldwell Ave. – Jeff stated, property was previously brought before Commission in August then again in September to request boarding up property for safety. Nothing has been done to the property; we would like to set a hearing for January 3, 2023 to demolish property. **ON A MOTION** by Commissioner Showalter to approve Resolution 1603: Unfit Structure 106 N Caldwell Ave. **seconded by** Commissioner Myers. **MOTION carried on a VOTE of 4-0.**

B. Resolution 1607: Authorizing Redemption and Payment of Industrial Revenue Bonds (IRB), Series 2022 (24/7 Travel Store Project) - Kent stated, the Commission authorized taxable revenue bonds in 2019 then earlier this year authorized bonds. Bonds were purchased by the company, the City is just a mechanism for the transaction to occur. The company would like to redeem the bonds with this resolution. There is no cost to the city; we are just the conduit for the transaction to occur. Commissioner Showalter stated, this is a good economic development project. Kent stated, people may question why we allow this, but State Statute allows this to occur. The benefit is property valuation increases with improvement. When project started in 2019, property was valued at \$600,000, today property valuation is four times that value. **ON A MOTION** by Mayor Thompson to approve Resolution 1607: Authorizing Redemption and Payment of Industrial Revenue Bonds (IRB), Series 2022 (24/7 Travel Store Project) **seconded by** Vice-Mayor Howard. **MOTION carried on a VOTE of 4-0.**

FORMAL ACTIONS

A. Demolition Bid Award - Jeff stated, we had a public hearing for 1514 Caldwell with no interest. Property owner has not done anything to property. We received bids for demolition from Goody's in the amount of \$9,000 and B & K Pumping in the amount of \$12,000. Goody's anticipated completion date of January 6, 2023. **ON A MOTION** by Commissioner Showalter to approve the bid from Goody's in the amount of \$9,000 for the demolition of 1514 Caldwell Avenue **seconded by** Commissioner Myers. **MOTION carried on a VOTE of 4-0.**

B. Contract for Engineering Services: EBH – Acquire SRE (Carrier Vehicle and Snow Blade) –

Darin Neufeld, EBH Engineer stated, this contract is for the purchase of snow removal equipment (SRE) with an FAA grant. The City does not need to have an engineer for this project, but it helps to ensure we meet federal requirements. This is a 90/10 grant. If you approve agreement we will begin to get documents together for bid request. We would like to have opening mid-March but with everything the way it is, there could be an extended period of time to receive equipment. Mayor Thompson asked, how much time and effort is there to go through process? Darin stated, I contacted Mr. Raby at Rooks County airport who recently went through this process. He indicated with all paper work required he had over 300 man-hours to complete the process. We do not know how many man hours it will take. We can do an hourly contract if you would like, we just do not know how many hiccups we will experience. Mayor Thompson asked, if hourly what rate will be charged? Darin stated, our billing sheets show who works on project, hours and their wage, with an audit factor of 10 to 15% profit. We have a standard rate table for the audit factor which generally ends up close to same cost. Mayor Thompson asked, FAA wants agreement by end of month? Darin stated, yes, their letter came out November 15th asking for contract information. If you want we can change contract to hourly and approve contract with change contingent upon FAA approval. We do not have all clauses required by FAA as requested for the agreement at this point. Those will be added to the contract once we receive information from FAA. We can change contract wording if Commission would like to go that route. Commissioner Myers stated, I like hourly version for contract. Mayor Thompson asked, money for contract comes from airport fund? Mary stated, yes, but keep in mind this qualifies for the grant at 90/10 split. Kent asked, is that a hard date with FAA? Darin stated, the hard deadline is May 1st when we turn in grant application, but if we do not hit this date it makes it hard to hit the May 1st deadline. Commissioner Showalter asked, so our contract is asking you to get SRE worth about \$500,000. Darin stated, yes, we estimated costs based on information from vendors and Rooks County, which is pretty accurate with what we are seeing. We do not know if the manufacturers will meet buy American requirements. Commissioner Showalter asked, the equipment is eligible for 90/10 grant split? Darin stated, yes. Commissioner Showalter asked, to answer questions from the public, why do we need if we already have snow removal equipment. Darin stated, the kick broom will be attached to the equipment and has been needed, especially to sweep gravel on runway and to sweep lighter snows. The blade is only for heavier snows. This is only equipment for the airport which is high on the list. With this equipment they can be cleaning airport at same time they clear the rest of town. Commissioner Showalter asked, where does money come from? Kent stated, the money is designated through the airport fund. Darin stated, the City has annual allotments of discretionary funds available from FAA for the grant. You have to use the money or it is delegated to other Kansas airports and if not, you lose money to federal government. Kent stated, this is one part of agreement for the equipment. Darin stated, that is correct, the next grant is to build the building to house the equipment at airport. We currently will be able to store equipment other places at the airport. Vice-Mayor Howard asked, what if you exceed \$30,000. Darin stated, we cannot bill you over the maximum amount. Mayor Thompson stated, I like the hourly rate up to \$30,000 maximum. Darin informed Commission how the contract will be revised for an hourly contract. Consensus of the Commission is to approve revised hourly contract. **ON A MOTION** by Mayor Thompson to approve the revised hourly contract with EBH Engineering for services to acquire SRE (Carrier Vehicle and Snow Blade) through FAA Grant in an amount not to exceed \$30,000, contingent upon approval by the FAA **seconded** by Commissioner Myers. **MOTION carried on a VOTE of 4-0.**

MINUTES

Goodland City Commission

November 21, 2022

Page 3

- C. **2023 Library Contract** - Kent stated, this is the annual contract with Sherman County and Library Board for county funding at Library. **ON A MOTION** by Commissioner Showalter to approve 2023 Library Contract **seconded** by Vice-Mayor Howard. **MOTION carried on a VOTE of 4-0.**

DISCUSSION

- A. **Sales Tax Ballot Issue: Roads and Next Step** - Kent stated, ballot issue was close and it came down to provisional ballots. Original count was a few votes short but issue passed with provisional ballots by five votes. Question for Commission is how to proceed with setting up project? The ballot issue was setup for 8th Street project but we will not see revenues until late 2023 or 2024. We could start discussions as to whether we do a pay as you go or finance project as one project from Cattletrail to Caldwell Street. Should we start having discussions with our financial advisor? Vice-Mayor Howard stated, the pay as you go could save you money but as costs keep going up it will cost us much more. Mayor Thompson stated, I am more interested in bonding one project with this economic climate. Feel it will be more fiscal responsible. Economy may change in future but we do not know. I feel we should look at options for bonding and project. There are a lot of issues to include in the discussion. Kent stated, part of discussion will be getting an engineer involved. Project is large so it will be done in stages but hopefully all in same construction season. With financing we would authorize temporary financing then we will have actual costs when project is complete for long term financing. Consensus of Commission is to begin researching financing and timing for project.

REPORTS

- A. **City Manager - 1.** The manager memo is in your packet. **2.** The police monthly activity report is in your packet. Frank stated, we promoted Officer Mader to Corporal in the department. We could not find a Sergeant, but Mader will be the supervisor for that shift. We feel he will do well. **3.** Josh worked on equipment for mobile data computers in police department. We will have to get MIFI to help with communication of equipment to avoid interruption. This is an additional charge for communication device. **4.** High School cleanup went well today. Kenton stated, we were told we cleaned up 95 yards. There is no charge for the yard waste at the County. **5.** Danny stated, Parks Department is up to full staff again. We have been busy with mowing, weed eating, watering and numerous projects for the parks. New aerator worked well. All parks and restrooms are winterized. This year we had about twenty vandalism cases. The Phillips Park sprinkler system is about 95% complete. We had assistance from Electric, Water and Street Departments. The project was done 100% in house. We are working on getting brighter LED lights for the park. Kent stated, this was a big project to complete. It took a while but it is good to see collaboration of all departments. **6.** There was supposed to be a hearing tonight regarding trailers at 16th and Colorado but did not get on agenda. We will get a resolution to set a new hearing date.

B. City Commissioners

Vice-Mayor Howard – 1. Happy Thanksgiving and safe travels everyone.

Commissioner Showalter – 1. I had a question from a community member regarding LED lights on Highway 24 that turn purple. Dustin stated, a lot of it has to do with February event, they are damaged and need switched out. We have replacements but trying to let them go as long as can with lighting. **2.** Crews are putting up Christmas decorations and they look good.

Commissioner Myers - 1. No Report

Commissioner Redlin – 1. Absent, No Report.

- C. **Mayor Thompson– 1.** Happy Thanksgiving.

MINUTES
Goodland City Commission
November 21, 2022
Page 4

ADJOURNMENT WAS HAD ON A MOTION BY Vice-Mayor Howard seconded by Commissioner Showalter. Motion carried by unanimous VOTE, meeting adjourned at 5:55 p.m. Next meeting is scheduled for December 5, 2022.

ATTEST:

Aaron Thompson, Mayor

Mary P. Volk, City Clerk

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

			2299	1000	BULBS.COM					
W03393511	1	11/02/22	20042	CHRISTMAS LIGHTS		36-01-4030		469.22	65976	12/05/22
W03402362	1	11/08/22	20047	CHRISTMAS LIGHTS FOR WOLAK BLD		15-42-3010		269.68	65976	12/05/22

				1000 BULBS.COM				738.90		
			2871	AMERICAN FAMILY LIFE						
PR20221118	1	11/18/22		AFLAC CANCER		11-00-0012	N	51.81	3045640	11/25/22 E
PR20221118	2	11/18/22		AFLAC CANCER		15-00-0012	N	16.02	3045640	11/25/22 E
PR20221118	3	11/18/22		AFLAC ACCIDENT		11-00-0012	N	150.42	3045640	11/25/22 E
PR20221118	4	11/18/22		AFLAC ACCIDENT		15-00-0012	N	116.64	3045640	11/25/22 E
PR20221118	5	11/18/22		AFLAC ACCIDENT		21-00-0012	N	31.26	3045640	11/25/22 E
PR20221118	6	11/18/22		AFLAC DENTAL		15-00-0012	N	34.44	3045640	11/25/22 E
PR20221118	7	11/18/22		AFLAC ST DISB		11-00-0012	N	43.08	3045640	11/25/22 E
PR20221118	8	11/18/22		AFLAC ST DISB		15-00-0012	N	82.92	3045640	11/25/22 E
PR20221118	9	11/18/22		AFLAC ST DISB		21-00-0012	N	35.58	3045640	11/25/22 E
PR20221118	10	11/18/22		AFLAC LIFE RIDR		15-00-0012	N	2.76	3045640	11/25/22 E
PR20221118	11	11/18/22		AFLAC LIFE		11-00-0012	N	23.82	3045640	11/25/22 E
PR20221118	12	11/18/22		AFLAC LIFE		21-00-0012	N	8.95	3045640	11/25/22 E
PR20221118	13	11/18/22		SPEC HLTH EVENT		11-00-0012	N	20.10	3045640	11/25/22 E
PR20221118	14	11/18/22		SPEC HLTH EVENT		23-00-0012	N	13.62	3045640	11/25/22 E
PR20221118	15	11/18/22		AFLAC HOSP CONF		11-00-0012	N	48.78	3045640	11/25/22 E
PR20221118	16	11/18/22		AFLAC HOSP CONF		21-00-0012	N	26.28	3045640	11/25/22 E

				AMERICAN FAMILY LIFE				706.48		
			1389	AMERICAN FID						
PR20221118	1	11/18/22		AF CANCER AT		11-00-0012	N	28.25	3045637	11/25/22 E
PR20221118	2	11/18/22		AF CANCER AT		15-00-0012	N	21.85	3045637	11/25/22 E
PR20221118	3	11/18/22		AF CANCER AT		21-00-0012	N	9.90	3045637	11/25/22 E
PR20221118	4	11/18/22		AMER FID CANCER		11-00-0012	N	124.84	3045637	11/25/22 E
PR20221118	5	11/18/22		AMER FID CANCER		15-00-0012	N	137.85	3045637	11/25/22 E
PR20221118	6	11/18/22		AMER FID CANCER		21-00-0012	N	26.95	3045637	11/25/22 E
PR20221118	7	11/18/22		AMER FID LIFE		11-00-0012	N	154.79	3045637	11/25/22 E
PR20221118	8	11/18/22		AMER FID LIFE		15-00-0012	N	229.78	3045637	11/25/22 E
PR20221118	9	11/18/22		AMER FID LIFE		21-00-0012	N	91.75	3045637	11/25/22 E
PR20221118	10	11/18/22		AM FID ACCIDENT		11-00-0012	N	72.25	3045637	11/25/22 E
PR20221118	11	11/18/22		AM FID ACCIDENT		15-00-0012	N	78.95	3045637	11/25/22 E
PR20221118	12	11/18/22		AM FID HOSPITAL		15-00-0012	N	26.99	3045637	11/25/22 E
PR20221118	13	11/18/22		AM FID HOSPITAL		21-00-0012	N	15.93	3045637	11/25/22 E
PR20221118	14	11/18/22		AM FD DISABILTY		11-00-0012	N	54.58	3045637	11/25/22 E
PR20221118	15	11/18/22		AF CRITICAL CR		11-00-0012	N	16.26	3045637	11/25/22 E
PR20221118	16	11/18/22		AF CRITICAL CR		15-00-0012	N	8.77	3045637	11/25/22 E

				AMERICAN FID				1099.69		
			1390	AMERICAN FIDELITY						
PR20221118	1	11/18/22		AF MED REIMBURS		11-00-0012	N	225.00	3045638	11/25/22 E
PR20221118	2	11/18/22		AF MED REIMBURS		15-00-0012	N	226.81	3045638	11/25/22 E
PR20221118	3	11/18/22		AF MED REIMBURS		21-00-0012	N	114.58	3045638	11/25/22 E

				AMERICAN FIDELITY				566.39		

3725 BARDAVON HEALTH INNOVATIO

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

801	1	11/15/22		3725 BARDAVON HEALTH INNOVATIO POET/KENNY		21-42-2140		75.00	65977	12/05/22
				BARDAVON HEALTH INNOVATIO				75.00		

GEN22-559	1	11/22/22		374 BLACK HILLS ENERGY GAS SERVICE		15-40-2090		381.31	65978	12/05/22
GEN22-560	1	11/16/22		GAS SERVICE		11-19-2100		227.96	65978	12/05/22
GEN22-561	1	11/17/22		GAS SERVICE		11-03-2100		583.21	65978	12/05/22
				BLACK HILLS ENERGY				1192.48		

GLD-58750	1	11/18/22	20048	1708 BLUEGLOBES, INC 45 WATT INCANDESENT/RUNWAY SIG		15-42-3010		371.88	65979	12/05/22
				BLUEGLOBES, INC				371.88		

925360570	1	11/22/22	20038	292 BORDER STATES INDUSTRIES 15KV ELBOW X 12		15-42-3050		412.03	65980	12/05/22
				BORDER STATES INDUSTRIES				412.03		

250331-00	1	11/10/22	20007	567 C & B EQUIPMENT AIR COMPRESSOR PARTS		15-40-3060		554.48	65981	12/05/22
				C & B EQUIPMENT				554.48		

GEN22-566	1	12/05/22		674 CITY OF GOODLAND, CASHIER PD POSTAGE		11-03-3130		12.15	65982	12/05/22
GEN22-566	2	12/05/22		PD TITLE/HONDA CRV SEIZURE		11-03-3120		10.00	65982	12/05/22
GEN22-566	3	12/05/22		PUBLIC TRANS VAN/TAG		11-06-3120		32.75	65982	12/05/22
GEN22-566	4	12/05/22		PD POSTAGE		11-03-3130		16.65	65982	12/05/22
GEN22-566	5	12/05/22		FILING FEES/WATER RIGHTS WELLS		21-40-2140		246.00	65982	12/05/22
GEN22-566	6	12/05/22		PD POSTAGE		11-03-3130		12.15	65982	12/05/22
GEN22-566	7	12/05/22		PD POSTAGE		11-03-3130		12.15	65982	12/05/22
				CITY OF GOODLAND, CASHIER				341.85		

247508	1	11/25/22		858 CIVICPLUS LLC SUPPLEMENT PAGES		11-02-2140		628.00	65983	12/05/22
				CIVICPLUS LLC				628.00		

0766528	1	11/17/22		1867 DEMARS PENSION CONSULTING FIXED PARTICIPANT FEE		11-02-2140		75.00	65984	12/05/22
				DEMARS PENSION CONSULTING				75.00		

2703-22	1	11/14/22		2682 DESIGNS EMBROIDER UNIFORMS		15-40-3160	M	95.92	65985	12/05/22
				DESIGNS				95.92		

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

634 DUTTON-LAINSON COMPANY										
868235-1	1	11/07/22	20041	FORM 2S SOLAR METERS X 4	15-42-4020			1272.84	65986	12/05/22
S28661-1	1	10/04/22	19944	FORM 2S DEMAND METERS X 9	15-42-4020			663.75	65986	12/05/22
S28662-1	1	10/06/22	19944	TC-1220 MODULES X 9	15-42-4020			821.25	65986	12/05/22

DUTTON-LAINSON COMPANY								2757.84		
3700 EXPRESS TOLL										
2077061876	1	11/15/22		TOLL FEES/DOUGLASS APPA CLASS	15-40-2190	N		8.50	65987	12/05/22

EXPRESS TOLL								8.50		
211 FARM PLAN										
2236115	1	10/19/22		SWITCH, FUEL FILTER, JD MOWER	11-15-3060			60.24	65988	12/05/22
2236522	1	10/20/22		HOSE	11-11-3060			24.73	65988	12/05/22
2238132	1	10/24/22		3" GASKETS	21-42-3060			9.36	65988	12/05/22
2244714	1	11/07/22		1/2" FLAT FACE COUPLER & NIPPL	11-11-3060			124.00	65988	12/05/22
2245037	1	11/08/22		WIRING HARNESS	11-11-3060			99.56	65988	12/05/22

FARM PLAN								317.89		
3919 GODFREY'S										
S13892	1	11/04/22		UNIFORM PANTS	11-03-3160			122.18	65989	12/05/22

GODFREY'S								122.18		
3100 GRAINGER										
9507045392	1	11/09/22	20008	BACK UP BATTERY FOR AUTODIALER	15-40-3060			13.08	65990	12/05/22
9509559499	1	11/10/22	20009	AIR REGULATORS	15-40-3060			272.40	65990	12/05/22
9520407231	1	11/21/22	20008	BACK UP BATTERY FOR AUTODIALER	15-40-3060			24.94	65990	12/05/22

GRAINGER								310.42		
3610 GUYER, JONI R.										
GEN22-559	1	12/05/22		CEMETERY CARE/DECEMBER 2022	11-19-2140	M		3916.66	65991	12/05/22

GUYER, JONI R.								3916.66		
391 HOOVER LUMBER										
312000	1	10/24/22		BIT, HARDWOOD, WOODBORING SET	11-11-3020			65.37	65993	12/05/22
312190	1	10/27/22		FLEX SEAL SPRAY X 2	11-11-3120			46.78	65993	12/05/22
312260	1	10/28/22		AA BATTERIES	11-11-3120			13.49	65993	12/05/22
312376	1	10/31/22		PVC PIPE/SPRINKLER PHILLIPS	26-01-4010			34.19	65993	12/05/22
312524	1	11/03/22		MEMORY STANDPIPE	21-42-3050			71.99	65993	12/05/22
312833	1	11/08/22		LED LIGHTS, HOSE WHITE	11-11-3030			22.18	65993	12/05/22
312934	1	11/10/22		GLOVES	21-42-3120			41.38	65993	12/05/22
312946	1	11/10/22		BRACKETS & CLAMPS	11-11-3030			19.07	65993	12/05/22
313269	1	11/16/22		HOOK BLADES	11-15-3020			5.93	65993	12/05/22
313274-TAX	1	11/16/22		CABLE TIES	15-42-3120			17.40	65993	12/05/22
313295	1	11/16/22		LED LIGHTS,SCREWS, WIRING	11-11-3030			304.78	65993	12/05/22
313295	2	11/16/22		DRILLING HAMMER, BLADE CUTOFF	11-11-3020			73.69	65993	12/05/22
313561	1	11/22/22		DECORATING POLE/CHRISTMAS LGTS	11-15-3020			23.99	65993	12/05/22
K12414	1	11/01/22		SAND MIX 60# X 6	11-11-3120			46.50	65993	12/05/22

INVOICE NO	LN	DATE	PO NO	REFERENCE	TRACK		1099	NET	CHECK	PD DATE
					CD	GL ACCOUNT				
				HOOVER LUMBER				786.74		
				1733 IN THE CAN LLC						
GEN22-560	1	12/05/22		SOLID WASTE CONTRACT		30-01-2220		38955.00	65994	12/05/22
GEN22-560	2	12/05/22		SOLID WASTE FUEL ADJUSTMENT		30-01-2220		595.75	65994	12/05/22
				IN THE CAN LLC				39550.75		
				663 JD FINANCIAL-ORSCHELN						
013498	1	10/20/22		JEANS		11-15-3160		71.05	65995	12/05/22
014855	1	10/31/22		JACKET/STORM		11-15-3160		52.99	65995	12/05/22
014855	2	10/31/22		SAFETY GLASSES,GLOVES		11-15-3120		51.96	65995	12/05/22
015094	1	11/02/22		PLIERS		11-11-3020		22.88	65995	12/05/22
015095	1	11/02/22		CREDIT		11-11-3020		1.89-	65995	12/05/22
015329	1	11/04/22		GLOVES		11-11-2310		19.99	65995	12/05/22
015723	1	11/07/22		GLOVES		15-42-2310		141.63	65995	12/05/22
016128	1	11/10/22		JEANS		11-11-3160		54.99	65995	12/05/22
016310	1	11/11/22		DOG FOOD		11-03-3250		49.99	65995	12/05/22
016639	1	11/14/22		GLOVES		11-11-2310		26.99	65995	12/05/22
016678	1	11/14/22		JEANS		11-15-3160		85.45	65995	12/05/22
016692	1	11/14/22		GLOVES		11-15-3160		39.98	65995	12/05/22
021589	1	10/21/22		JACKETS		11-15-3160		105.98	65995	12/05/22
				JD FINANCIAL-ORSCHELN				721.99		
				2052 KANSAS ONE-CALL SYSTEM, I						
2090265	1	9/30/22		44 LOCATES/SEPTEMBER		15-42-2140		26.40	65996	12/05/22
2090265	2	9/30/22		44 LOCATES/SEPTEMBER		21-42-2140		26.40	65996	12/05/22
				KANSAS ONE-CALL SYSTEM, I				52.80		
				1072 KANSAS PAYMENT CENTER						
PR20221118	1	11/18/22		INCOME WITHOLD		11-00-0012	N	156.46	3045636	11/25/22 E
				KANSAS PAYMENT CENTER				156.46		
				3392 KLING, JAKE D.						
GEN22-561	1	12/05/22		ATTORNEY/DECEMBER 2022		11-02-2140	M	4208.33	65997	12/05/22
				KLING, JAKE D.				4208.33		
				523 KS PUBLIC EMP. RETIREMENT						
PR20221118	1	11/18/22		KPERS		11-00-0012	N	2169.46	3045635	11/25/22 E
PR20221118	2	11/18/22		KPERS		15-00-0012	N	1888.36	3045635	11/25/22 E
PR20221118	3	11/18/22		KPERS		21-00-0012	N	366.07	3045635	11/25/22 E
PR20221118	4	11/18/22		KPERS		23-00-0012	N	273.26	3045635	11/25/22 E
PR20221118	5	11/18/22		KPERS II		11-00-0012	N	1656.10	3045635	11/25/22 E
PR20221118	6	11/18/22		KPERS II		15-00-0012	N	1282.65	3045635	11/25/22 E
PR20221118	7	11/18/22		KPERS II		21-00-0012	N	86.24	3045635	11/25/22 E
PR20221118	8	11/18/22		KPERS II		23-00-0012	N	86.24	3045635	11/25/22 E
PR20221118	9	11/18/22		KPERS III		11-00-0012	N	3856.28	3045635	11/25/22 E
PR20221118	10	11/18/22		KPERS III		15-00-0012	N	1177.22	3045635	11/25/22 E
PR20221118	11	11/18/22		KPERS III		21-00-0012	N	586.60	3045635	11/25/22 E
PR20221118	12	11/18/22		KPERS III		23-00-0012	N	194.97	3045635	11/25/22 E

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

				523 KS PUBLIC EMP. RETIREMENT						
PR20221118	13	11/18/22		KPERS D&D		11-00-0012	N	515.58	3045635	11/25/22 E
PR20221118	14	11/18/22		KPERS D&D		15-00-0012	N	291.83	3045635	11/25/22 E
PR20221118	15	11/18/22		KPERS D&D		21-00-0012	N	69.72	3045635	11/25/22 E
PR20221118	16	11/18/22		KPERS D&D		23-00-0012	N	37.22	3045635	11/25/22 E
				KS PUBLIC EMP. RETIREMENT				14537.80		

				299 LAWSON PRODUCTS, INC.						
9310094987	1	11/09/22		TORQ HEX CAP SCREW floyd 620-338-6797		15-42-3120		101.54	65998	12/05/22
				LAWSON PRODUCTS, INC.				101.54		

				2104 NATIONWIDE TRUST CO. FSB						
PR20221118	1	11/18/22		NATIONWIDE TRST		11-00-0012	N	325.00	3045639	11/25/22 E
PR20221118	2	11/18/22		NATIONWIDE TRST		15-00-0012	N	265.00	3045639	11/25/22 E
				NATIONWIDE TRUST CO. FSB				590.00		

				3797 OASIS ENERGY, LLC						
5716	1	11/10/22		GASOLINE		36-01-4010		16856.00	65999	12/05/22
				OASIS ENERGY, LLC				16856.00		

				2401 PAW WASH						
GEN22-562	1	12/05/22		ANIMAL CONTROL/DECEMBER 2022		11-05-2140		2250.00	66000	12/05/22
				PAW WASH				2250.00		

				3759 PRAIRIESPRINGS HOSPITALIT						
GEN22-563	1	12/05/22		SALES TAX REIMB		28-01-2050		9082.35	66001	12/05/22
				PRAIRIESPRINGS HOSPITALIT				9082.35		

				1683 PRINCIPAL MUTUAL LIFE INS						
PR20221118	1	11/18/22		PRIN. MUTUAL		11-00-0012	N	101.91	65974	11/25/22
PR20221118	2	11/18/22		PRIN. MUTUAL		15-00-0012	N	262.20	65974	11/25/22
				PRINCIPAL MUTUAL LIFE INS				364.11		

				1442 S & T COMMUNICATIONS, INC						
10695135	1	12/05/22		ALARMS		15-44-2180		37.81	66002	12/05/22
10695135	2	12/05/22		ALARMS		11-17-2180		12.56	66002	12/05/22
10695135	3	12/05/22		ALARMS		23-41-2180		12.63	66002	12/05/22
10695135	4	12/05/22		ALARMS		21-40-2180		11.11	66002	12/05/22
10695135	5	12/05/22		INTERNET		21-40-2180		39.95	66002	12/05/22
10695135	6	12/05/22		TECH FEE		21-40-2180		9.95	66002	12/05/22
				S & T COMMUNICATIONS, INC				124.01		

				407 SALINA SUPPLY COMPANY						
S100227059.004	1	11/21/22		MUELLER 3 WAY FIRE HYDRANT		21-42-3050		3171.12	66003	12/05/22
S100230702.001	1	11/09/22	19679	PENTEC 10 MICRON BAG FILTER		21-40-3120		446.00	66003	12/05/22

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

407 SALINA SUPPLY COMPANY										
S100231769.001	1	11/17/22	19679	16X20X2 HI-E DRY FILTERS		21-40-3120		350.40	66003	12/05/22

								3967.52		
2265 SCHERMERHORN, KATHY										
GEN22-564	1	12/05/22		ANIMAL CONTROL/DEC 2022		11-05-2140	M	1500.00	66004	12/05/22

								1500.00		
421 SHARE CORPORATION										
217944	1	11/14/22	19681	ENZYME BUCKETS		23-41-3040		1085.00	66005	12/05/22
217993	1	12/05/22	20006	K-BROM TABLETS		15-40-3060		985.00	66005	12/05/22

								2070.00		
425 SHERMAN COUNTY TREASURER										
1038	1	11/10/22		WELCOME CENTER		11-02-2500		90.00	66007	12/05/22
1432	1	11/10/22		AG LAND USE		11-02-2500		195.98	66007	12/05/22
155	1	11/10/22		FARMED AG PROPERTY		11-02-2500		10.18	66007	12/05/22
1835	1	11/10/22		CITY BUILDING		11-02-2500		180.00	66007	12/05/22
2287	1	11/10/22		WESTMORE ACRES		11-02-2500		61.60	66007	12/05/22
24-2022	1	11/10/22		FARMED AG PROPERTY		11-13-2500		2637.65	66007	12/05/22
2430	1	11/10/22		AG LAND USE		11-02-2500		10.18	66007	12/05/22
2522	1	11/10/22		AIRPORT HANGARS		11-13-2500		10340.38	66007	12/05/22
3131	1	11/10/22		AG LAND USE		11-13-2500		476.98	66007	12/05/22
3406	1	11/10/22		WOLAK BUILDING		11-02-2500		180.00	66007	12/05/22
4649	1	11/10/22		326 SHERMAN		11-02-2500		191.16	66007	12/05/22
5945	1	11/10/22		AIRPORT		11-13-2500		10684.09	66007	12/05/22
6148	1	11/10/22		POWER PLANT/MUSEUM/SHOP		15-44-2500		180.00	66007	12/05/22
6154	1	11/10/22		ARTS CENTER		11-02-2500		180.00	66007	12/05/22
8501-22	1	11/10/22		LOBO		11-02-2500		39.28	66007	12/05/22
8646	1	11/10/22		LOBO		11-02-2500		46.94	66007	12/05/22

								25504.42		
427 SHORES NAPA										
256478	1	9/16/22		SOAKER HOSE		11-19-3120		12.99	66012	12/05/22
260514	1	10/27/22		FLAT WASHER, BOLTS, NUT		23-41-3060		343.83	66012	12/05/22
260537	1	10/27/22		GORILLA TAPE		11-15-3120		9.99	66012	12/05/22
260565	1	10/27/22		CAUTION TAPE		11-11-3120		9.99	66012	12/05/22
260597	1	10/27/22		LOCK NUTS & HARDWARE		11-03-3060		8.52	66012	12/05/22
260669	1	10/28/22		OIL/AIR FILTER		15-42-3060		28.27	66012	12/05/22
261023	1	11/02/22		PRESSURE GAUGE/SPRINKLER PUMP		11-23-3060		7.99	66012	12/05/22
261053	1	11/02/22		CLAD CABLE, EXHAUST FAN		11-11-3030		198.97	66012	12/05/22
261055	1	11/02/22		BROOM		15-40-3120		59.94	66012	12/05/22
261059	1	11/02/22		NUTS, BOLTS & WASHERS		23-41-3120		44.00	66012	12/05/22
261189	1	11/03/22		COUPLERS & TEE/PHILLIPS PARK		26-01-4010		8.17	66012	12/05/22
261273	1	11/04/22		ICE MELT/CITY OFFICE		11-02-3120		16.18	66012	12/05/22
261273	2	11/04/22		ICE MELT/ARTS CENTER		11-02-3120		16.18	66012	12/05/22
261273	3	11/04/22		ICE MELT/MUSEUM		11-17-3120		16.18	66012	12/05/22
261273	4	11/04/22		ICE MELT/WELCOME CENTER		11-02-3120		8.09	66012	12/05/22
261273	5	11/04/22		ICE MELT/POLICE DEPT		11-03-3120		8.10	66012	12/05/22
261357	1	11/04/22		WIPER BLADES		15-42-3170		9.77	66012	12/05/22

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

427 SHORES NAPA										
261378	1	11/04/22		BUSHING, COUPLER, BARB/PHILLIPS		26-01-4010		18.22	66012	12/05/22
261456	1	11/07/22		COUPLER, BUSHINGS/PHILLIPS PARK		26-01-4010		15.51	66012	12/05/22
261469	1	11/07/22		PIPE CLEANER/PHILLIPS PARK		26-01-4010		5.99	66012	12/05/22
261580	1	11/08/22		CLAMPS/CHRISTMAS LIGHTS		15-42-3050		16.08	66012	12/05/22
261607	1	11/08/22		12X6 CONDUIT, ELECTRIC BOX		11-11-3030		49.09	66012	12/05/22
261680	1	11/09/22		RETURN/CONDUIT, COUPLERS		11-11-3030		33.54-	66012	12/05/22
261683	1	11/09/22		VENT TUBING, ELECT BOX, BULBS		11-11-3030		14.67	66012	12/05/22
261768	1	11/09/22		SCRAPPER		11-11-3020		3.99	66012	12/05/22
261781	1	11/09/22		SCRAPER, PAINT MARKER		11-11-3020		16.89	66012	12/05/22
261836	1	11/10/22		CUT OFF WHEEL		21-42-3120		11.97	66012	12/05/22
261838	1	11/10/22		BRISTLE DISCS		11-11-3120		79.22	66012	12/05/22
261851	1	11/10/22		BRAKE CLEANER		15-40-3120		59.91	66012	12/05/22
261861	1	12/05/22		PIPE CUTTER		11-11-3020		37.99	66012	12/05/22
262127	1	11/14/22		12MMX1.75 NUTS, NUTS, FREIGHT		23-41-3120		29.90	66012	12/05/22
262127	2	11/14/22		D4 BATTERY		21-42-3120		8.99	66012	12/05/22
262135	1	11/14/22		COMBO SET, M12 1/4" HEX		11-11-3020		235.01	66012	12/05/22
262226	1	11/15/22		DR/HANDLE		21-42-3060		11.70	66012	12/05/22
262244	1	11/15/22		STABIL/SMALL ENGINES		11-15-3060		14.99	66012	12/05/22
262247	1	11/15/22		RACHET STRAP		11-11-3120		25.99	66012	12/05/22
262254	1	11/15/22		WHEEL BEARING/GATE WHEEL		11-15-3030		11.58	66012	12/05/22
262354	1	11/16/22		PLUG, TIDE, TRASH BAGS		11-15-3120		45.97	66012	12/05/22
262357	1	11/16/22		CARRIAGE BOLTS		23-41-3120		2.00	66012	12/05/22
262383	1	11/16/22		RECEPTACLE BOX, COVER PLATE		11-11-3030		4.37	66012	12/05/22
262396	1	11/16/22		ADAPTER TRAILER WIRE		11-15-3060		13.71	66012	12/05/22
262425	1	11/16/22		DRIVE, TORQ, CLAMP CONNECTORS		11-11-3020		15.28	66012	12/05/22
262499	1	11/17/22		LAMP MOUNT, CLAMP		15-42-3120		29.62	66012	12/05/22
262508	1	11/17/22		ANTIFREEZE/#6		11-03-3170		14.82	66012	12/05/22
262509	1	11/17/22		ARMORALL, BLUE SHOP TOWELS		21-42-3120		111.12	66012	12/05/22
262545	1	11/17/22		134A 12OZ CAN, PD #6		11-03-3170		18.80	66012	12/05/22
262822	1	11/21/22		OUTLET, GANG BOX & COVER		15-42-3120		80.62	66012	12/05/22
262882	1	11/22/22		CABLE CLAMP		23-41-3060		29.85	66012	12/05/22
262883	1	11/22/22		DRAIN PLUG, OIL FILTER PD #8		11-03-3170		11.93	66012	12/05/22
262945	1	11/22/22		PADLOCK SET		15-42-3120		38.14	66012	12/05/22
262949	1	11/22/22		1/2-13X1.5 BOLTS		23-41-3060		35.99	66012	12/05/22
262983	1	11/23/22		BATTERY CHARGER/MOWERS		11-15-3020		145.00	66012	12/05/22
262997	1	11/23/22		BOLTS		23-41-3060		8.36	66012	12/05/22
263004	1	11/23/22		EPOXY		15-42-3120		28.33	66012	12/05/22
263010	1	11/23/22		TIMERS/CHRISTMAS LIGHTS		11-15-3120		31.98	66012	12/05/22
263214	1	11/28/22		KEYS, COMPACT FOLDING KNIFE		15-42-3120		29.27	66012	12/05/22
263238	1	11/28/22		GALVANIZED POST/SCCD FENCE		15-42-3120		81.72	66012	12/05/22
263244	1	11/28/22		BRACKET/ELBOW SCCD FENCE		15-42-3120		17.19	66012	12/05/22
263279	1	11/28/22		WATER WELD/FIX TROUGH		23-41-3060		6.49	66012	12/05/22

SHORES NAPA								2241.87		
432 SMITH AND LOVELESS, INC.										
165226	1	11/16/22	19889	WEIR ALUM EFFLUENT		35-01-2050		8226.00	66013	12/05/22
165226	2	11/16/22	19889	GASKET ALUMINUM WEIR		35-01-2050		2736.00	66013	12/05/22
165226	3	11/16/22	19889	FREIGHT		35-01-2050		275.93	66013	12/05/22
165226	4	11/16/22	19889	SPOOL-AQUAMARINE		23-43-3050		514.00	66013	12/05/22

SMITH AND LOVELESS, INC.								11751.93		

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

438 STANION WHOLESALE ELECTRI										
5415706-00	1	10/25/22	20037	WR 189		15-42-3050		67.58	66014	12/05/22
5415706-00	2	10/25/22	20037	WR 419		15-42-3050		62.68	66014	12/05/22
5415706-01	1	10/25/22	20037	W2 PIGTAIL X 50		15-42-3050		146.61	66014	12/05/22
5415706-01	2	10/25/22	20037	1/0 PIGTAIL		15-42-3050		241.72	66014	12/05/22
5415706-01	3	10/25/22	20037	1200' REEL OF 1/0 TRIPLEX		15-42-3050		4167.64	66014	12/05/22
5415706-02	1	11/08/22	20037	1/0 PIGTAIL		15-42-3050		94.01	66014	12/05/22
5416422-00	1	10/11/22	20035	HPS BULBS		15-42-3010		160.15	66014	12/05/22
5416422-01	1	10/25/22	20035	HPS BULBS		15-42-3010		300.67	66014	12/05/22

STANION WHOLESALE ELECTRI								5241.06		
2159 TRIPLETT INC										
GEN22-564	1	12/05/22		SALES TAX REIMB		28-01-2060		5653.90	66015	12/05/22

TRIPLETT INC								5653.90		
972 UNIFIRST CORPORATION										
1930013886	1	10/03/22		UNIFORMS		11-15-3160		37.08	66017	12/05/22
1930013887	1	10/03/22		UNIFORMS		11-11-3160		48.40	66017	12/05/22
1930013888	1	10/03/22		UNIFORMS		21-40-3160		25.16	66017	12/05/22
1930013888	2	10/03/22		UNIFORMS		23-41-3160		20.06	66017	12/05/22
1930013888	3	10/03/22		UNIFORMS		21-42-3160		20.06	66017	12/05/22
1930014821	1	10/10/22		UNIFORMS		11-15-3160		37.08	66017	12/05/22
1930014822	1	10/10/22		UNIFORMS		11-11-3160		48.40	66017	12/05/22
1930014823	1	10/10/22		UNIFORMS		21-40-3160		20.06	66017	12/05/22
1930014823	2	10/10/22		UNIFORMS		23-41-3160		20.06	66017	12/05/22
1930014823	3	10/10/22		UNIFORMS		21-42-3160		20.06	66017	12/05/22
1930015788	1	10/17/22		UNIFORMS		11-15-3160		34.88	66017	12/05/22
1930015789	1	10/17/22		UNIFORMS		11-11-3160		48.40	66017	12/05/22
1930015790	1	10/17/22		UNIFORMS		21-40-3160		20.06	66017	12/05/22
1930015790	2	10/17/22		UNIFORMS		23-41-3160		20.06	66017	12/05/22
1930015790	3	10/17/22		UNIFORMS		21-42-3160		20.06	66017	12/05/22
1930016721	1	10/24/22		UNIFORMS		11-15-3160		34.88	66017	12/05/22
1930016722	1	10/24/22		UNIFORMS		11-11-3160		48.40	66017	12/05/22
1930016723	1	10/24/22		UNIFORMS		21-40-3160		21.16	66017	12/05/22
1930016723	2	10/24/22		UNIFORMS		23-41-3160		20.06	66017	12/05/22
1930016723	3	10/24/22		UNIFORMS		21-42-3160		20.06	66017	12/05/22

UNIFIRST CORPORATION								584.44		
2784 USD # 352										
GEN22-565	1	12/05/22		SCHOOL TAX		11-02-2050		29040.01	66018	12/05/22

USD # 352								29040.01		
2895 VISION CARE DIRECT ADM.										
PR20221118	1	11/18/22		VISION CARE DIR		11-00-0012	N	81.20	65975	11/25/22
PR20221118	2	11/18/22		VISION CARE DIR		15-00-0012	N	117.97	65975	11/25/22

VISION CARE DIRECT ADM.								199.17		
640 WAL*MART										
00069	1	10/25/22		WATER & VINEGAR		15-40-3120		4.86	66019	12/05/22

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

				640 WAL*MART						
02697	1	11/17/22		CLEANING SUPPLIES, HANGARS		11-17-3120		45.94	66019	12/05/22
02736	1	11/04/22		CLEANING SUPPLIES		15-42-3120		124.15	66019	12/05/22
02743	1	10/26/22		CLEANING & OFFICE SUPPLIES		11-11-3120		133.89	66019	12/05/22
03367	1	11/16/22		1.6 CF FRIDGE		23-41-3120		97.01	66019	12/05/22
04835	1	11/18/22		BROTHER P TOUCH TAPE		21-42-3120		16.56	66019	12/05/22
05045	1	11/01/22		OFFICE SUPPLIES, PLANNERS		15-44-3120		84.85	66019	12/05/22
05045	2	11/01/22		CARPET CLEANER		11-06-3120		4.88	66019	12/05/22
05749	1	10/26/22		OFFICE SUPPLIES		15-40-3120		131.90	66019	12/05/22
09129	1	11/01/22		PLANNER		11-15-3120		9.84	66019	12/05/22
09129	2	11/01/22		SHIRTS/UNIFORMS		11-15-3160		40.44	66019	12/05/22
11173120	1	11/18/22		RIBBON		11-17-3120		13.79	66019	12/05/22
9726	1	11/04/22		KNIFE BLADE REFILLS		11-11-3020		19.80	66019	12/05/22
				WAL*MART				727.91		
				***** REPORT TOTAL *****				192156.70		

JRNL ID/ ACCOUNT NUMBER	OTHER NUMBER/ ACCOUNT TITLE	UPDATE OTHER REFERENCE/ REFERENCE	DEBIT	CREDIT	BANK #
PAYROLL					
11-00-0011	GENERAL EMP TAX A/P	SS/MED EMPE GEN	4,111.15		
11-00-0001	GENERAL OPERATING CASH	SS/MED EMPE GEN		4,111.15	1
15-00-0011	ELECTRIC EMP TAX A/P	SS/MED EMPE ELE	2,177.29		
15-00-0001	ELECTRIC CASH	SS/MED EMPE ELE		2,177.29	1
21-00-0011	WATER EMP TAX A/P	SS/MED EMPE WAT	518.97		
21-00-0001	WATER CASH	SS/MED EMPE WAT		518.97	1
23-00-0011	SEWER EMP TAX A/P	SS/MED EMPE SEW	283.63		
23-00-0001	SEWER CASH	SS/MED EMPE SEW		283.63	1
11-00-0011	GENERAL EMP TAX A/P	SS/MED EMPE GEN	4,111.15		
11-00-0001	GENERAL OPERATING CASH	SS/MED EMPE GEN		4,111.15	1
15-00-0011	ELECTRIC EMP TAX A/P	SS/MED EMPE ELE	2,177.29		
15-00-0001	ELECTRIC CASH	SS/MED EMPE ELE		2,177.29	1
21-00-0011	WATER EMP TAX A/P	SS/MED EMPE WAT	518.97		
21-00-0001	WATER CASH	SS/MED EMPE WAT		518.97	1
23-00-0011	SEWER EMP TAX A/P	SS/MED EMPE SEW	283.63		
23-00-0001	SEWER CASH	SS/MED EMPE SEW		283.63	1
11-00-0011	GENERAL EMP TAX A/P	FED TAX GEN	4,381.59		
11-00-0001	GENERAL OPERATING CASH	FED TAX GEN		4,381.59	1
15-00-0011	ELECTRIC EMP TAX A/P	FED TAX ELE	1,936.81		
15-00-0001	ELECTRIC CASH	FED TAX ELE		1,936.81	1
21-00-0011	WATER EMP TAX A/P	FED TAX WAT	476.21		
21-00-0001	WATER CASH	FED TAX WAT		476.21	1
23-00-0011	SEWER EMP TAX A/P	FED TAX SEW	121.29		
23-00-0001	SEWER CASH	FED TAX SEW		121.29	1
11-00-0011	GENERAL EMP TAX A/P	STATE TAX GEN	2,138.31		
11-00-0001	GENERAL OPERATING CASH	STATE TAX GEN		2,138.31	1
15-00-0011	ELECTRIC EMP TAX A/P	STATE TAX ELE	1,155.01		
15-00-0001	ELECTRIC CASH	STATE TAX ELE		1,155.01	1
21-00-0011	WATER EMP TAX A/P	STATE TAX WAT	267.69		
21-00-0001	WATER CASH	STATE TAX WAT		267.69	1
23-00-0011	SEWER EMP TAX A/P	STATE TAX SEW	125.12		
23-00-0001	SEWER CASH	STATE TAX SEW		125.12	1
07-01-5030	SELF INSUR BCBS STOP LOSS PYMT	STOP LOSS 11/22	6,085.56		
07-00-0001	SELF INSUR CASH	STOP LOSS 11/22		6,085.56	1
07-01-5030	SELF INSUR BCBS STOP LOSS PYMT	STOP LOSS 11/29	3,522.94		
07-00-0001	SELF INSUR CASH	STOP LOSS 11/29		3,522.94	1
		Journal Total :	34,392.61	34,392.61	
		Sub Total	34,392.61	34,392.61	
		** Report Total **	34,392.61	34,392.61	

FUND	NAME	DEBITS	CREDITS
07	SELF INSURANCE	9,608.50	9,608.50
11	GENERAL	14,742.20	14,742.20
15	ELECTRIC UTILITY	7,446.40	7,446.40
21	WATER UTILITY	1,781.84	1,781.84
23	SEWER UTILITY	813.67	813.67
TOTALS		34,392.61	34,392.61

** 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	9,608.50	9,608.50-
07-01-5030	SELF INSUR BCBS STOP LOSS PYMT	9,608.50	.00	9,608.50
11-00-0001	GENERAL OPERATING CASH	.00	14,742.20	14,742.20-
11-00-0011	GENERAL EMP TAX A/P	14,742.20	.00	14,742.20
15-00-0001	ELECTRIC CASH	.00	7,446.40	7,446.40-
15-00-0011	ELECTRIC EMP TAX A/P	7,446.40	.00	7,446.40
21-00-0001	WATER CASH	.00	1,781.84	1,781.84-
21-00-0011	WATER EMP TAX A/P	1,781.84	.00	1,781.84
23-00-0001	SEWER CASH	.00	813.67	813.67-
23-00-0011	SEWER EMP TAX A/P	813.67	.00	813.67
TRANSACTION TOTALS		34,392.61	34,392.61	.00

PAYROLL REGISTER

ORDINANCE #2022-P23

11/25/2022

<u>DEPARTMENT</u>	<u>GROSS PAY</u>
GENERAL	54,465.88
ELECTRIC	29,182.70
WATER	6,972.42
SEWER	3,721.28
TOTAL	<u>94,342.28</u>

PASSED AND SIGNED THIS _____ DAY OF _____, 2022

CITY CLERK

MAYOR



AGENDA ITEM #
CITY COMMISSION COMMUNICATION FORM

FROM: Jeff Dinkel, City Clerk

DATE: December 2, 2022

ITEM: Resolution 1608: Unfit Structure 1523 Colorado Avenue

NEXT STEP: Commission Motion

ORDINANCE
 MOTION
 INFORMATION

I. REQUEST OR ISSUE:

At the meeting on August 15th, the Commission approved a hearing on the property for November 21st; however, the hearing was not on the agenda. This resolution starts the hearing process for this property over since there has been no improvement to the property. This resolution sets the hearing date for this property on January 17, 2023.

II. RECOMMENDED ACTION / NEXT STEP:

Recommend the Commission approve Resolution 1608 to set hearing date of January 17, 2023.

III. FISCAL IMPACTS:

As part of the process, the City Clerk is required to publish resolution in the newspaper for two consecutive weeks. These publication costs of approximately \$300 will be assessed to the City.

IV. BACKGROUND INFORMATION:

Excerpt of minutes from the August 15th meeting:

Resolution 1593: Unfit Structure 1523 Colorado Ave. – Jeff stated, we have discussed property in past and timeline is included in packet. Homeowner was given thirty days July 5th and there are still no utilities to structure and have not made improvements to property. A lot of trash has been moved out but no improvements complete. Mr. Boll is present tonight if you have questions. Mr. Boll stated, I am doing my best to clean up property. I have had massive problems with thieves. It is a lot of work, but got laid up from spider bites while cleaning the buildings. I feel three solid days of working will clean up outside. On the good trailer, we need to repair a spot in the roof and get utilities to trailer. I am looking for work since my restaurant closed with COVID. I am doing the work myself but no one has done anything to property in nineteen years. I am also doing side jobs for money. Mayor Thompson stated, you have cleaned up the property, but I am curious what your goal is for property. Mr. Boll stated, the one trailer is going to be too much work to revive, the other does not need a lot of work. My dad lived there until five years ago when he died. I have no income. I would like to fix it up for rental property. The one property has ceiling falling in and walls coming down. I need someone to look at it. My life has been restaurant work. I would like to ask for more time to finish. Mayor Thompson asked,

what time frame do you feel you need? Mr. Boll stated, to fix up the good trailer and clean up outside, I will have to put in water line to get trailer on own water meter which is \$1,500 to \$3,000. I can have the physical stuff done by end of month but I will have to work something out with payments for utilities. Mayor Thompson stated, in order to be own address, it needs own utilities. I appreciate work done so far. I am willing to give you more time if you clean up by end of month and work to get utilities to property, but I am one of five. Mr. Boll stated, I would like someone to look at other trailer to see if able to be improved. Mayor Thompson stated, I am open to visiting this again in a month, if you come back. We need to get property cleaned up and determine what the costs are for improvements and utilities. You are making an effort and I am willing to work with you if you continue making progress. At some point it has to be complete. Vice-Mayor Howard stated, showing up tonight makes a statement you are willing to work to clean up property. I agree with Mayor Thompson to visit again in a month, but we need to see progress. I feel the bad trailer is going to be a money pit. Mayor Thompson asked, resolution sets hearing on the property in October, do we want to give it another month before we set hearing, or go ahead and set hearing? Jeff stated, I agree to give him month to see what he can complete. Kent stated, as we go through these cases, the timeframe to approve the resolution and set the hearing is two months. The resolution only sets hearing, commission determines final status of property at hearing. Be aware if you do not approve resolution it will be two more months after the thirty days. Commissioner Showalter asked, can we change hearing date in resolution? Kent stated, you can delay hearing date. If you decide to cancel hearing, we will consult attorney on process. Commissioner Showalter stated, my experience is if you do not have a firm date, it will not happen. My preference would be set hearing in November. Kent stated, worse case that can happen is to hold hearing and choose not to take action. Commissioner Showalter stated, my recommendation is to set hearing date in Resolution 1593 for November 21, 2022. Mr. Boll stated, I believe that is fair; I feel it will motivate me. **ON A MOTION** by Mayor Thompson to approve Resolution 1593: Unfit Structure 1523 Colorado Ave., amending hearing date to November 21, 2022 **seconded by** Commissioner Redlin. **MOTION carried on a VOTE of 4-0.**

RESOLUTION NO. 1608

A RESOLUTION FIXING A TIME AND PLACE AND PROVIDING FOR NOTICE OF A HEARING BEFORE THE GOVERNING BODY OF THE CITY OF GOODLAND, KANSAS, AT WHICH THE OWNER, HIS OR HER AGENT, LIENHOLDERS OF RECORD, OCCUPANTS AND OTHER PARTIES IN INTEREST OF STRUCTURES LOCATED WITHIN SAID CITY AND DESCRIBED HEREIN MAY APPEAR AND SHOW CAUSE WHY SUCH STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED AS AN UNSAFE OR DANGEROUS STRUCTURE.

WHEREAS, the enforcing officer of the City of Goodland, Kansas, did on the 15th day of August, 2022, file with the governing body of said city, a statement in writing that the structure, hereinafter described, is unsafe and dangerous.

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

That a hearing will be held on the **17th day of January, 2023**, before the governing body of the city at **5:00 o'clock p.m. MST** at the City Commission Chambers, 204 W 11th, 2nd Floor; Goodland, Kansas, at which the owner, his or her agent, any lien holders of record, any occupant and any other parties in interest, as that term is defined by law, of the structure located at:

SHARP'S ADDN TO GOODLAND, BLOCK 4, Lots 10 and 11, of the City of Goodland, Sherman County, Kansas, according to the recorded plat thereof. Also known as 1523 Colorado Avenue.

may appear and show cause why such structure should not be condemned as an unsafe or dangerous structure and ordered repaired or demolished.

BE IT FURTHER RESOLVED, that the City Clerk shall cause this resolution to be published two consecutive weeks in the official city paper and shall give notice of the aforesaid hearing in the manner provided by law.

Adopted this 5th day of December, 2022.

Aaron Thompson, Mayor

ATTEST:

Mary P. Volk, City Clerk



AGENDA ITEM #
CITY COMMISSION COMMUNICATION FORM

FROM: Kent Brown, City Manager

DATE: December 5, 2022

ITEM: Animal Control Operation Agreement

NEXT STEP: Commission Motion

ORDINANCE
 MOTION
 INFORMATION

I. REQUEST OR ISSUE:

The Animal Control Operation Agreement has been altered from previous years to include successive one-year annual terms and a fee of \$24,400 per year, payable in monthly installments of \$2,033.33.

II. RECOMMENDED ACTION / NEXT STEP: Approve the agreement or give staff direction.

III. FISCAL IMPACTS: Commission included additional funds within the 2023 budget for this agreement. In addition, the County will be approving a separate agreement. Consequently, the funds previously remitted to the City and then paid to the vendor will no longer occur.

IV. BACKGROUND INFORMATION:

City and county had a joint agreement previously. Prior agreement was made in 2010 that included Paw Wash, LLC, and Sherman County and the City of Goodland. Both the city and county attorneys agreed that separate agreements would be applicable and preferred. City staff will present additional information at the meeting.

ANIMAL CONTROL OPERATION AGREEMENT

THIS AGREEMENT, made and entered into this ___ day of December, 2022, by and between the City of Goodland, Kansas, a municipal corporation, (hereinafter referred to as "CITY") party of the first part and Paw Wash LLC., a Kansas Limited Liability Company, of Sherman County, Kansas (hereinafter referred to as "PROVIDER") party of the second part.

WHEREAS, GOVERNMENT wishes to contract for the care of domestic animals which may be picked up, seized, and/or impounded pursuant to the statutes, resolutions, codes and ordinances of the City; and

WHEREAS, PROVIDER wishes to contract to provide those services to those animals which are provided for in this Agreement; and

WHEREAS, the parties wish to set forth their agreement in writing.

NOW, THEREFORE, the parties do hereby agree and contract as follows:

1. When an animal is seized, picked up, impounded, etc., pursuant to the statutes, codes, resolutions and/or ordinances of CITY, the animal will be delivered to PROVIDER, and PROVIDER agrees to accept the animal for care and confinement.
2. The fee for providing services to CITY by PROVIDER shall be \$25,200.00 per year. This fee shall be payable in monthly installments of \$2,100.00.
3. This contract shall be for a term commencing on the 1st day of January 2023, to the 31st day of December, 2023. No later than October 31, 2023, the fees and costs, abatements, etc., will be analyzed by the parties hereto to determine whether there needs to be any adjustments to the fees set forth in paragraph 2 for the succeeding contract term. This review shall take place on or before October 31 of each succeeding year during the term of this Agreement. Thereafter the Agreement shall renew for successive one-year annual terms, unless either party shall give written notice of termination of the Agreement at least sixty (60) days prior to the annual renewal date.
4. PROVIDER agrees to provide the following:
 - a. Space to house fifteen (15) canines and six (6) felines. This shall include indoor shelter and outdoor "runs".
 - b. Personnel to supervise the facilities.
 - c. Food and water for the animals housed.
 - d. Utilities to provide appropriate shelter for the animals.
5. In addition, PROVIDER shall arrange for and provide appropriate medical treatment for the animals which are housed, Prior to providing anything other than normal care of the animals, PROVIDER shall consult with CITY before the expense is incurred. The medical treatment provided for under this paragraph shall be an additional charge to CITY. These charges shall be reviewed by CITY and PROVIDER on a monthly basis. PROVIDER further agrees

that they will deliver animals needing care to the nearest Veterinary Clinic unless they specifically request permission for an alternate treatment location.

6. In addition, PROVIDER will arrange for and provide euthanasia services as required for animals which are housed, which shall be an additional charge to CITY. This charge shall be the actual cost to PROVIDER. These charges shall be subject to the annual review provided for in paragraph 2, above.
7. In addition, PROVIDER will arrange for and provide appropriate disposal service for animals which die or are euthanized at the facility, which shall be an additional charge to CITY. This charge shall be actual cost to PROVIDER. These charges shall be subject to annual review provided for in paragraph 2, above.
8. PROVIDER will have, and maintain, the appropriate licenses with the State of Kansas to provide animal shelter/animal impound services.
9. PROVIDER shall maintain appropriate casualty insurance on the facility, and liability insurance in the amount of \$1,000,000.00 and shall provide a copy of the certification of insurance to CITY.
10. PROVIDER will indemnify and hold harmless CITY from any and all claims, demands, liabilities and costs, including attorney's fees, of whatever kind or nature, contingent or otherwise, known or unknown, related to Provider's occupancy and use of the premises, or the conduct of its business thereon, including any such claim or liability incurred or imposed based upon any provision of federal, state or local law or regulation or common law pertaining to health, safety or environmental protection and arising out of the environmental condition of the premises occurring or created by reason of the use, operation or possession of the premises by Provider. The phrase "environmental condition" includes the surface or groundwater, drinking water supply, land, surface or subsurface strata and the ambient air. The provisions of the foregoing indemnities shall survive expiration or termination of this agreement for any reason.
11. Termination. This Agreement is an annual agreement subject to the renewal and notice requirements stated in paragraph 3 above. However, this Agreement may be terminated by CITY if PROVIDER fails to comply with any term or condition or fulfill any obligation of the agreement within 20 days after written notice by CITY specifying the nature of the default with reasonable particularity. If the default is of such a nature that it cannot be completely remedied within the 20-day period, this provision shall be complied with if PROVIDER begins correction of the default within the 20-day period and thereafter proceeds with reasonable diligence and in good faith to affect the remedy as soon as practicable.
12. PROVIDER shall be free to operate the facility on a day-to-day basis in the manner deemed appropriate by the PROVIDER, subject to the terms of this Agreement. If there are questions, concerns, issues, etc., which come to the attention of CITY or PROVIDER, which are not of such a serious nature as to require consideration of the termination of the Agreement, then, PROVIDER, shall consult with, or CITY shall consult with PROVIDER, through the City Manager, of the City of Goodland.
13. This Agreement constitutes the entire agreement of the parties.
14. Time is of the essence of this Agreement.

IN WITNESS WHEREOF, the parties have set their hand and seal on the dates indicated in the notary acknowledgments set forth below.

CITY OF GOODLAND, KANSAS
A municipal corporation

Aaron Thompson, Mayor
(“CITY”)

ATTEST:

Goodland City Clerk

PAW WASH, LLC.
A Kansas Limited Liability Company

By:

Title: Member/ Manager
(“PROVIDER”)

Animal Control Costs Outside of Contracts		Totals	Contract for Cost	
3/2/2020	Ct Case 20-139	shave 3 animals	225.00	Shelter Contract
6/1/2020	Crematory fees Dec 2019-May 2020	31 animals	830.00	Animal Control Officer
11/30/2020	Crematory fees June 2020-Nov 2020	22 animals	555.00	Shelter Contract
Total 2020			1,610.00	
4/12/2021	Housing Blade 100 days minus 21 days per agmt. Open dog door 100 days winter		2,180.00	Animal Control Officer
6/21/2021	Crematory Dec 2020-May 2021	20 animals	810.00	Animal Control Officer
10/4/2021	Disposal from Court case (Boll)		90.00	Shelter Contract
12/6/2021	Crematory fees June 2021-Nov 2021	25 animals	800.00	Animal Control Officer
Total 2021			1,700.00	
6/20/2022	Cremations/vet trips Dec 21-May 22	15 crem/3 vet trip	480.00	Animal Control Officer
9/19/2022	Disp Pit Bull	Hall	90.00	Animal Control Officer
11/7/2022	Disp Pit Bull		120.00	Shelter Contract
Total 2022			690.00	



AGENDA ITEM #
CITY COMMISSION COMMUNICATION FORM

FROM: Mary Volk, City Clerk

DATE: December 2, 2022

ITEM: CMB License Renewal

NEXT STEP: Commission Motion

ORDINANCE
 MOTION
 INFORMATION

I. REQUEST OR ISSUE:

Attached is the list of CMB licenses for renewal January 1, 2022 for both, consumption on premises and in original and unopened containers not for consumption on premises. All licenses are required to submit an application annually which includes fire and building inspections and a background check. Those that are pending inspection approval require adjustments to pass inspections.

We have not received from two businesses currently holding CMB licenses, KOA and Cowboy Corner. Both businesses have been informed that we need their application to begin the review process of their application.

II. RECOMMENDED ACTION / NEXT STEP:

Approve renewal of CMB licenses, contingent on approval of inspections.

III. FISCAL IMPACTS:

No impact to the City, we receive revenue for each application and forward \$25 for each application to the State for the stamp.

IV. BACKGROUND INFORMATION:

CEREAL MALT BEVERAGE LICENSE

Consumption on the premises

PIZZA HUT - **Pending Inspection Approval**

Mom's Kitchen - Passed inspections and background

In original and unopened containers not for Consumption on the premises

CORNER MARKET – Passed inspections and background

CASEY'S GENERAL STORE - Passed inspections and background

24/7 TRAVEL STORE - **Pending Inspection Approval**

WAL-MART STORES, INC.- **Pending Inspection Approval**

DOLLAR GENERAL – **Pending Inspection Approval**

TRAVEL CENTER – **Pending Inspection Approval**



AGENDA ITEM #
CITY COMMISSION COMMUNICATION FORM

FROM: Kent Brown, City Manager

DATE: 12/05/2022

ITEM: GAC Contract Extension

NEXT STEP: Council Motion

ORDINANCE
 MOTION
 INFORMATION

I. REQUEST OR ISSUE:

Attached is a copy of the GAC Contract for renewal. Upon the expiration of the original contract date, this agreement may be renewed at the expressed approval of the CITY for one additional two (2) year term beginning on the conclusion date above and continuing thereafter until the 31st day of December, 2024.

II. RECOMMENDED ACTION / NEXT STEP:

Staff is seeking to approve the addition two year term contract extension.

III. FISCAL IMPACTS:

The city shall pay CONTRACTOR the sum of \$53,000 per year, which is included in the annual budget.

IV. BACKGROUND INFORMATION:

The previous contract commenced on January 1, 2020 and ends December 31, 2022 with an option of extending the contract for an addition two years

V. LEGAL ISSUE

None

VI. CONFLICTS OR ENVIRONMENTAL ISSUES:

None.

VII. SUMMARY AND ALTERNATIVES:

Council may take one of the following actions:

1. Approve the proposal as requested.
2. Reject the proposal and move to deny the request.
3. Direct staff to pursue an alternative approach.



City of Goodland
204 W 11th
P.O. Box 59
Goodland, Kansas 67735

Phone: 785-890-4512
Fax: 785-890-4532
goodlandks.gov

December 1, 2022

Tess Smith
Goodland Activities Center
808 Main Street
Goodland, KS 67735

Tess:

The City Commission would like to inform you we intend to exercise our additional two (2) year term on the contract for the Goodland Activities Center Contract. This will extend contract until December 31, 2024.

We appreciate the service you provide to the City of Goodland.

Sincerely,

Aaron Thompson,
Mayor, City of Goodland

**CONTRACT FOR SERVICES
RECREATION PROGRAMMING**

THIS CONTRACT, made and entered into this ____ day of _____, 20____ by and between the City of Goodland, Kansas, a Kansas municipal corporation, hereinafter referred to as CITY and Goodland Activities Center of Goodland, Sherman County, Kansas, hereinafter referred to as CONTRACTOR.

WITNESSETH, that CITY and CONTRACTOR in consideration of the mutual covenants hereinafter set forth agree as follows:

**SECTION ONE
PURPOSE**

The purpose of this agreement is for CONTRACTOR to operate recreational programs, including, but not limited to: Adult Volleyball, Adult Softball, Youth Tennis, Youth Baseball, and Youth Softball (girls and co-ed). The CONTRACTOR will be responsible for operation of these programs, including the setting of fees, program rules, registration, advertising, practice and game scheduling, organizing teams, obtaining and assigning coaches, obtaining sponsors for teams, communication with participants and parents, cancellations, hiring, scheduling and supervising officials. It is the intent of the parties that CONTRACTOR will have control of scheduling of the properties listed herein in those situations where preparation of the properties will be necessary for their use. That includes use by entities, which are not a party to this agreement. CITY will refer those entities to CONTRACTOR for scheduling. CONTRACTOR agrees to inform CITY of other recreational activities, which are not normally performed at the complex or courts prior to event commencing.

**SECTION TWO
TERM AND PAYMENT**

The term of this agreement shall be for three (3) years, commencing on the 1st day of January, 2020 and ending on the 31st day of December 2022. CITY shall pay CONTRACTOR the sum of \$53,000 per year. Disbursement shall be made in lump sum on or before the 15th day of January of the contract year.

**SECTION THREE
RENEWAL**

Upon the expiration of the original contract date, this agreement may be renewed at the expressed approval of the CITY for one additional two (2) year term beginning on the conclusion date above and continuing thereafter until the 31st day of December, 2024. CITY

shall notify CONTRACTOR in writing of CITY's intent to renew this agreement not less than ninety (90) days before the conclusion of this agreement. Following CITY's notice of intent to renew, the parties shall have until forty-five (45) days prior to the contract's end date to negotiate the terms of the renewal. In the event the parties have not reached an agreement by the forty-five (45) day deadline, the option to renew shall expire and the contract shall terminate on the original end date.

SECTION FOUR USE OF CITY PROPERTY AND EQUIPMENT

CONTRACTOR will operate the following CITY properties: Centennial Complex Softball Fields and Memorial Field.

CITY shall have full control of the Concession stands located at the Centennial Complex Field and Memorial Field for use during activities under this agreement.

CONTRACTOR will have full use of the equipment to run the recreation program and maintain the properties listed herein. Any new equipment needed in the future and the expenses associated with it will be provided by the CONTRACTOR. Equipment used is required to be regularly maintained by the CONTRACTOR with repairs provided by the CITY.

CITY will provide a mower for the CONTRACTOR. CONTRACTOR must carry out regular maintenance prescribed by the operation manual. Repairs and specialized maintenance will be provided by the CITY. Fuel for the mower will be provided by the CITY. The CONTRACTOR shall designate its Director and/or an employee over the age of 18 as sole operator for the use of the mower. Prior to use by the CONTRACTOR, the Director and/or employee shall complete a training program. CONTRACTOR will be responsible for logging use of mower until end of this agreement.

CITY shall house and have priority use of its Utility Terrain Vehicle (UTV) at all times. However, the CONTRACTOR shall be allowed to use the UTV to fulfill the purposes of this agreement. The CONTRACTOR shall designate its Director and or an employee over the age of 18 as sole CONTRACTOR for the use of the UTV. Prior to use by the CONTRACTOR, the Director and employee of the GAC shall complete a training program. CONTRACTOR will be responsible for logging use of time for the UTV until end of this agreement.

SECTION FIVE MAINTENANCE OF PROPERTY

The CITY will be responsible for controlling and spraying weeds, utilities, and application of outfield grass fertilizer, maintenance of sprinkler system and other minor maintenance of property grounds. The CONTRACTOR will be responsible for grounds maintenance and preparing the complex and Memorial Field prior to activities, which would include and

activities taking place at all the locations. Grounds maintenance includes weekly mowing and additional mowing as needed of the infields and outfields, alleyways, along sidewalks, and grounds areas around the field with mulch blades, setting and monitoring the sprinkler system, weed-trimming fence lines, buildings, sidewalks and other structures, daily trash collection and pickup, and restroom cleaning and upkeep. Preparation for activities including dragging, chalking and wetting down the infields as needed, cleaning and preparing the restrooms and grounds as needed, and raising the American flag. The CITY will be responsible for furnishing labor and materials to make the necessary repairs or replacement of items at any location.

**SECTION SIX
EXPENSES; ASSIGNMENT AND SUBLEASING**

Except as otherwise specified herein, all expenses incident to the operation of the property during the term of this agreement shall be paid by the CONTRACTOR.

CONTRACTOR agrees not to assign this agreement to any other person, and shall not sublease all or any part of the property described herein without prior written permission of CITY.

**SECTION SEVEN
IMPROVEMENTS MADE BY CONTRACTOR**

It is mutually understood and agreed between the parties hereto that any and all changes, additions or improvements of the buildings, fences and improvements owned by the CITY, of every kind and nature, shall be proposed in writing to the CITY for approval. The changes, additions or improvements will not be made until the CITY submits its reply in writing. These changes, additions or improvements shall inure to the premises and become the property of the CITY unless permission to erect and remove the same shall be obtained from the CITY beforehand, in writing.

**SECTION EIGHT
INSURANCE**

The CONTRACTOR shall carry the following types and minimum coverage of insurance; (a) Worker's Compensation Insurance in compliance with the laws of the state where the property is located; (b) Comprehensive General Liability Insurance, including Employer's Liability, with respect to the CONTRACTOR'S use and occupancy of the premises and all operations incidental thereto, with limits of not less than one million (\$1,000,000) per occurrence. CITY shall be named as an additional loss payee on said policy. The CONTRACTOR agrees to provide the CITY with proof of insurance on the policies as set out herein.

**SECTION NINE
INDEMNITY OF PROPERTY OWNER AND OWNER**

CONTRACTOR agrees to indemnify and hold CITY harmless from any and all claims, liability, loss, damage or expenses resulting from CONTRACTOR'S occupation and use of premises, specifically including without limitation any claim, liability, loss or damage arising: (a) By reason of the injury to person or property from whatever cause (other than negligence or misconduct by the CITY) while in, on or near the premises or in any way connected with the premises or with the improvements or personal property in or on the premises, including any liability for injury to the person or personal property of the CONTRACTOR, his agents or employees; (b) By reason of any work performed on the premises or materials furnished on the premises at the instance of or request of the CONTRACTOR, his agents or employees, other than negligence or misconduct by the CITY, its agents, or employees; (c) By reason of the CONTRACTOR'S failure to perform any provision of this agreement or to comply with any requirement imposed upon it or on the premises by any duly authorized governmental agency or political subdivision; provided that the CONTRACTOR shall not be responsible to comply with any requirements necessitating structural or permanent improvements or changes to the premises; (d) Because of the CONTRACTOR'S failure or inability to pay as they become due any obligation incurred by it in the operation conducted by it on the premises. The provisions of the foregoing indemnification agreement shall remain in effect following the termination of this agreement.

**SECTION TEN
PARTNERSHIP NOT CREATED; POSSESSION-LIABILITY;
EXTENSION OF TERM-AMENDMENTS**

This agreement shall not be construed as giving rise to a partnership, and neither party shall be liable for debts or obligations of the other without written consent, the CONTRACTOR has no authority to incur any obligation on behalf of CITY.

The CITY shall not be liable in damages for its failure to deliver possession of the premises for any cause beyond its control.

The parties hereto agree that no act of either party or both parties hereunder shall be construed as an extension of this Agreement or any change in its terms unless the same is reduced to writing and signed by both parties.

**SECTION ELEVEN
TERMINATION AND NOTICE**

CITY or CONTRACTOR may cancel this agreement by giving written notice ninety (90) days prior to the intended cancellation date, or at any time, by mutual agreement of the parties, in writing. If this agreement is terminated prior to the end of the term stated above, monies

disbursed to the CONTRACTOR will be prorated to the date of termination and returned to the CITY. In the case of a termination of this agreement under this paragraph, all equipment used by CONTRACTOR in fulfillment of the purpose of this agreement shall be returned to the CITY.

Any notice sent to CONTRACTOR will be sent to:

Tess Smith
Goodland Activities Center
808 Main St.
Goodland, KS 67735

Any notice sent to CITY will be sent to:

City Manager
City of Goodland
204 E. 11th St.
Goodland, KS 67735

IN WITNESS WHEREOF, the parties have executed this agreement at Goodland, Sherman County, Kansas, the day and year first above written.

CITY OF GOODLAND, KANSAS

GOODLAND ACTIVITIES CENTER

Mayor

By _____

ATTEST:

Clerk

STATE OF KANSAS, COUNTY OF SHERMAN, SS:

The foregoing document was duly acknowledged, subscribed and sworn to before me this ___ day of _____, 20__, by _____, of the City of Goodland, Kansas.

Notary Public

My appointment expires: _____



AGENDA ITEM #
CITY COMMISSION COMMUNICATION FORM

FROM: Kent Brown, City Manager

DATE: 12/05/2022

ITEM: Grave Opening/Closing Contract Extension

NEXT STEP: Council Motion

ORDINANCE
 MOTION
 INFORMATION

I. REQUEST OR ISSUE:

Attached is a copy of the Grave Opening/Closing Contract for renewal. Upon the expiration of the original contract date, this agreement may be renewed at the expressed approval of the CITY for one additional two (2) year term beginning on the conclusion date above and continuing thereafter until the 31st day of December, 2024.

II. RECOMMENDED ACTION / NEXT STEP:

Staff is seeking to approve the addition two year term contract extension.

III. FISCAL IMPACTS:

None- The payments are coordinated between the funeral homes and the contractor.

IV. BACKGROUND INFORMATION:

The previous contract commenced on January 1, 2020 and ends December 31, 2022 with an option of extending the contract for an addition two years

V. LEGAL ISSUE

None

VI. CONFLICTS OR ENVIRONMENTAL ISSUES:

None.

VII. SUMMARY AND ALTERNATIVES:

Council may take one of the following actions:

1. Approve the proposal as requested.
2. Reject the proposal and move to deny the request.
3. Direct staff to pursue an alternative approach.



City of Goodland
204 W 11th
P.O. Box 59
Goodland, Kansas 67735

Phone: 785-890-4512
Fax: 785-890-4532
goodlandks.gov

December 1, 2022

Brian Fugleberg
MLO Inc.
708 Washington Ave.
Goodland, KS 67735

Brian:

The City Commission would like to inform you we intend to exercise our additional two (2) year term on the contract for grave opening and closing. This will extend the contract until December 31, 2024.

We appreciate the service you provide to the City of Goodland.

Sincerely,

Aaron Thompson,
Mayor, City of Goodland

**CONTRACT FOR SERVICES
GRAVE OPENING/CLOSING**

THIS CONTRACT made and entered into this 1st day of January, 2020, by and between the **City of Goodland, Kansas**, a municipality, 204 E. 11th St., Goodland, Kansas, 67735, hereinafter referred to as CITY, and MLO Inc., hereinafter referred to as CONTRACTOR.

**SECTION ONE
INDEPENDENT CONTRACTOR**

CONTRACTOR will perform the work as agreed upon by the parties. CONTRACTOR acknowledges that he owns his own equipment and will perform the services as contracted between the parties. CONTRACTOR acknowledges that CITY has no right to control the manner and methods of work done by Contractor beyond what is required by this contract and the Goodland Cemetery Rules and Regulations.

**SECTION TWO
SERVICES TO BE PERFORMED BY CONTRACTOR**

CONTRACTOR agrees to open and close all grave spaces in the Goodland Cemetery during the life of this contract except for disinterment. Disinterment will be addressed on a case by case basis. CONTRACTOR also agrees to do the following:

- a) Contact Cemetery Caretaker to mark grave per Goodland Cemetery Rules and Regulations, then open once marked.
- b) To open all graves in the exact location that is specified and shown by the Cemetery Caretakers. As a general rule, the grave will be opened no more than 48 hours ahead of burial and closed as soon as possible after burial.
- c) The grave shall be a minimum depth of five and one half feet (5 ½') and of sufficient dimensions to receive the casket and vault or other outside container and leave at least twenty-four inches (24") between the top of the outside container and ground level; except that a grave for an infant, forty-eight inches (48") or less in length, need not be five and one half feet (5 ½') deep provided that at least twenty-four inches (24") of cover remains between the outside container and ground level. Cremations shall be a minimum depth of three feet (3'). No grave shall be dug that shall be of greater size than will fit on a single burial space.
- d) To remove all excess dirt from the grave and deposit the same in a location designated by CITY.

- e) All graves or cremations should be packed or tamped and restored to previous condition and grade. Settling which occurs within one year of burial will be CONTRACTOR's responsibility.
- f) Be responsible for replacing or repairing any headstones, plants, trees or shrubs that are damaged and/or repairing any ruts that are caused during the performance of said work.
- g) If CONTRACTOR is unable to perform a grave opening in time for a funeral service, CONTRACTOR will be solely responsible for finding and arranging a suitable replacement at the sole expense of CONTRACTOR. CONTRACTOR will then notify the Cemetery Caretaker immediately to inform him/her of the made arrangements. Any replacement secured by CONTRACTOR shall be beholden to the terms of this contract and the Goodland Cemetery Rules and Regulations.

SECTION THREE TERM

This agreement, as of its effective date, will terminate all prior agreements, written or oral between the parties concerning the same services. Except as provided below, the term of this Contract shall commence on the 1st day of January, 2020, and shall extend for three years until the 31st day of December, 2022. Either party may terminate this agreement by giving ninety (90) days written notice of said termination to the other party.

Any notice sent to CONTRACTOR will be sent to:

Brian Fugleberg
MLO Inc.
708 Washington Ave.
Goodland, KS 67735

Any notice sent to CITY will be sent to:

City Manager
City of Goodland
204 E. 11th St.
Goodland, KS 67735

Upon the expiration of the original contract date, this agreement may be renewed at the expressed approval of CITY for one additional two (2) year term beginning on the conclusion date above and continuing thereafter until December 31, 2024. CITY shall notify CONTRACTOR in writing of CITY's intent to renew this agreement not less than ninety (90) days before the conclusion of this agreement. Following CITY's notice of intent to renew, the parties shall have until forty-five (45) days prior to the contract's end date to negotiate the terms of the renewal. In the event the parties have not reached an agreement by the forty-five

(45) day deadline, the option to renew shall expire and the contract shall terminate on the original end date.

**SECTION FOUR
PAYMENT**

Payment for grave openings will be between CONTRACTOR and the funeral homes or individual in the absence of funeral home involvement, through the coordination of the Cemetery Caretakers and the City of Goodland. Fees cannot exceed the price schedule below. The City will not be involved in any collection efforts.

	<u>Graves</u>	<u>Weekends/Holidays/ After 5:00pm</u>	<u>Cremations</u>
Year one of the contract:	\$ 450.00	\$ 450.00	\$ 200.00
Year two of the contract:	\$ 450.00	\$ 450.00	\$ 200.00
Year three of the contract:	\$ 450.00	\$ 450.00	\$ 200.00
Oversize graves – additional:	\$50.00		

Should the City choose to renew the contract for an additional two (2) year term in accordance with Section Three of this agreement, compensation may be modified to reflect a different amount agreed to by both parties. The newly agreed to amount shall not be less than the original contract price.

**SECTION FIVE
INDEMNIFICATION/INSURANCE**

To the fullest extent permitted by law, CONTRACTOR agrees to indemnify, defend and hold harmless CITY, its officers, agents, volunteers, lessees, invitees and employees from and against all suits, claims, damages, losses, and expenses, including but not limited to attorneys' fees, court costs, or alternative dispute resolution costs arising out of or related to any such suit, claim, damage, loss or expense involving an injury to a person or persons, whether bodily injury or other personal injury (including death), or involving an injury or damage to property (including loss of use or diminution in value), but only to the extent that such suits, claims, damages, losses or expenses were caused by the negligence or other wrongdoing of CONTRACTOR, or of any supplier or subcontractor, or their agents or employees, directly or indirectly, regardless of whether caused in part by the negligence or wrongdoing of CITY or any of its agents or employees. CONTRACTOR shall purchase and maintain the following insurance, at CONTRACTOR's expense:

- a) Commercial General Liability Insurance with a minimum limit of \$1,000,000 each occurrence/\$2,000,000 general aggregate written on an occurrence basis.

- b) Comprehensive Business Automobile Liability Insurance for all owned, non-owned and hired automobiles and other vehicles used by Contractor with a combined single limit of \$1,000,000 minimum.
- c) If Applicable, Workers Compensation insurance with statutory limits required by any applicable federal or state law.
- d) CONTRACTOR shall make CITY an additional insured on each policy of insurance that Contractor is required to maintain under the contract documents. Similarly, Contractor shall require insurance with the same coverage and limits from its subcontractors and suppliers, and their insurance policies shall be endorsed to name the same additional insureds as required of CONTRACTOR. Each additional insured endorsement shall expressly afford coverage to the additional insureds not only arising out of the named insured's operations or work but also arising out of the named insured's completed operations. Any coverage available to CITY as a named insured shall be secondary, so that the coverage to the CITY as an additional insured on the policies maintained by CONTRACTOR and subcontractors is primary. CITY reserves the right to selectively trigger any one or more insurance policies that afford CITY coverage, whether as a named insured or as an additional insured. CONTRACTOR agrees that CITY shall be provided at least sixty (60) days advance written notice of any cancellation or rescission of any policy that CONTRACTOR or any of its subcontractors or suppliers is required to maintain under the contract documents. Prior to commencing work, CONTRACTOR shall provide CITY certificates of insurance evidencing the required coverages. CITY's receipt or review of any certificate of insurance reflecting that CONTRACTOR or one of its subcontractors or suppliers has failed or may have failed to comply with any insurance requirement of the contract documents shall not constitute a waiver of any of the CITY's insurance rights under the contract documents, with all such rights being fully and completely reserved by the CITY.

SECTION SIX BREACH/DEFAULT

CONTRACTOR's contact regarding CONTRACTOR's performance of his duties is the Goodland City Manager. If it comes to the attention of the City Manager that CONTRACTOR is not abiding by the terms and conditions of this contract, he/she shall give five days' written notice to CONTRACTOR that he believes a default or defect exists with regard to CONTRACTOR's performance and that CONTRACTOR shall make necessary corrections to assure that he is complying with the contract.

If in the opinion of the City Manager the corrections as made by CONTRACTOR are not appropriate or the concerns regarding CONTRACTOR's performance are ongoing, CITY shall have the right to terminate this contract by giving written notice to terminate in accordance with the termination provision contained herein.

Failure to comply with the insurance/indemnification provisions of this agreement shall also result in default by CONTRACTOR, giving CITY the right to terminate this contract in accordance with the termination provisions contained herein.

**SECTION SEVEN
MISCELLANEOUS**

It is agreed and understood by the parties hereto that this contract is entered into and subject to all existing ordinances of CITY pertaining to the work awarded.

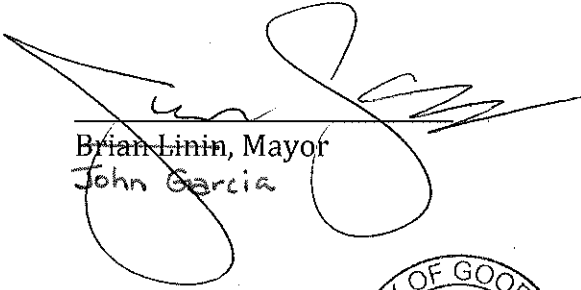
This instrument contains the entire agreement between the parties and any statements, promises or inducements made by either party not contained in this written contract are not valid or binding.

This agreement is subject to the laws of the State of Kansas; jurisdiction is in the State of Kansas and venue is in the District Court of Sherman County, Kansas.


IN WITNESS WHEREOF, the parties have executed this agreement on the 1st day of January, 2020.

CITY:

CONTRACTOR:



Brian Linin, Mayor
John Garcia



Brian Fugleberg, MLO Inc.

ATTEST:





Mary P. Volk, City Clerk



CITY COMMISSION COMMUNICATION FORM

FROM: Kent Brown, City Manager
Felicity Jordan, Administrative Assistant

DATE: December 5, 2022

ITEM: Solid Waste Contract Amendment Discussion

NEXT STEP: Discussion

ORDINANCE
 MOTION
 INFORMATION

I. REQUEST OR ISSUE:

Chuck Redlin will be at the Commission meeting to start the discussion of a rate change for the trash. The request will be for a flat \$3.00 rate change across the board for each customer in residential, commercial, etc.

II. BACKGROUND:

Current solid waste contract was approved at the end of 2016 and started January 1, 2017. From the minutes of the November 7, 2016 City Commission meeting:

“A. Approval of Contract for Collection and Disposal of Refuse with In the Can – Mary stated, this is final step required for the City to enter into an agreement with In the Can for Collection and Disposal of Refuse. Jake wrote the agreement; In the Can has reviewed and agreed to contract. The contract is asking that operations remain the same as currently exist. The contract term is one-year with the right to exercise ten annual renewals. In addition to the contract, we are sending a letter to the four properties outlined in section two of the contract. These are the only properties not in City limits that remain on our billing and we would like to move the accounts to In the Can billing. Jake stated, termination clause in contract is based on Section Eleven for breach of contract. The true termination date is January 1, 2018, unless they are not in compliance then they will get written notice. Also Section Thirteen outline the City’s right to can intervene if need be to provide services. In the Can has right for annual renewal for ten years to prevent City from getting an alternate contractor for service. The annual renewal keeps contract as clean as possible since it has so many moving parts. ON A MOTION by Commissioner Garcia to approve Contract for Collection and Disposal of Refuse with In the Can seconded by Commissioner Mai. MOTION carried on a VOTE of 5-0.”

Original contract is included in the agenda packet. Section Seven of the Contract covers Adjustments to Charges for Services. It states that the Contractor may request an adjustment to the unit charges once a year, sixty (60) days prior to January 1st. In the event that the Contractor makes a request for an adjustment, the City shall have thirty (30) days from the date of its receipt of said request to consider and act on said request. In the event that the City approves the adjustment based on the request, then the adjustment shall

become effective upon said approval of the City.

Even though the request is later than 60 days prior to January 1st, the implementation of any increase could occur later than January 1st.

There have been no adjustments to charges for services since the contract went into effect on January 1, 2017. We are just completing the 6th year (5th year of annual renewals) of the contract.

SUMMARY AND ALTERNATIVES:

Discussion and staff direction.

CONTRACT FOR COLLECTION AND DISPOSAL OF REFUSE

CONTRACT between the City of Goodland, a Municipality and In The Can, LLC, a Kansas Corporation. This contract is entered into this _____ day of November, 2016 by and between In The Can, LLC, a Kansas Corporation (the “Contractor”) and the City of Goodland, a Municipality (the “City”).

WITNESSETH:

WHEREAS, the Goodland City Commission has established an organized collection plan

NOW, THEREFORE, the parties to this agreement, in consideration of the mutual covenants and stipulations set forth herein, agree as follows:

**SECTION ONE
INDEPENDENT CONTRACTOR**

Contractor will perform the work as agreed upon by the parties. Contractor acknowledges that he owns his own equipment and will perform the services as contracted between the parties. Contractor acknowledges that City has no right to control the manner and methods of work done by Contractor.

**SECTION TWO
GENERAL DUTY OF CONTRACTOR**

This contract shall be controlled by Chapter 7, “Health, Sanitation and Welfare” of the City of Goodland, Code of Ordinances, hereinafter defined as the “Ordinances” and as the same Code may be hereinafter amended, as to all requirements, terms, conditions, definitions and provisions relating to either of the parties hereto in addition to those requirements set forth by Kansas Department of Health and Environment, all terms required by each entity are hereby mutually incorporated by reference into the contract.

This Contractor agrees with the City to handle the collection and disposition of garbage and refuse within the City in accordance with the terms and conditions of this contract.

The Contractor agrees to provide solid waste service to all residents and commercial businesses within the City limits of Goodland, and the following outside of the city limits:

- 3233 Sunset Drive
- 910 Centennial Drive
- 840 Centennial Drive
- 860 Centennial Drive

The Contractor acknowledges the sole exception to required performance of refuse pickup under this contract by Contractor is the local Wal-Mart outlet, which has previously contracted with a separate and distinct service for collection of their refuse with the prior approval of the City.

**SECTION THREE
NON-ASSIGNMENT**

Contractor shall not assign, transfer or convey this Contract or Contractor's rights, duties or obligations hereunder or any part thereof without the previous written consent of the City and the written concurrence of Contractor's surety. In the event Contractor attempts to assign, transfer, convey or otherwise alter this Contract or Contractor's rights, duties or obligations hereunder or any part thereof without prior written consent of City, City may, at its option, terminate the Contract immediately.

**SECTION FOUR
SOLID WASTE SERVICE AND SCHEDULE**

Subject to the conditions and limitations set forth herein with respect to certain items of garbage and refuse, the Contractor agrees to make a minimum of once a week collections of refuse from all customers within the City on designated routes on Monday, Tuesday, Wednesday, Thursday and Friday.

Contractor agrees that all solid waste must be disposed of at the Sherman County Landfill or at a site previously approved by the City of Goodland Commissioners. All loads delivered thereto must meet criteria of the Sherman county Landfill. Contractor assumes sole responsibility for sorting of such refuse to meet such standards.

**SECTION FIVE
OTHER CONDITIONS RELATED TO SOLID WASTE SERVICE**

Contractor agrees to provide free service to City facilities. During the term of this contract, the Contractor agrees to furnish free collection and disposal service to all buildings owned or leased to not-for-profit entities by the City, with the exclusive exception that the City shall pay the monthly commercial rate for the following City properties, which are currently included in the total commercial units in Section 6 of this contract:

- 1) Goodland Police Department, 720 Armory Road
- 2) Goodland City Hall, 204 W. 11th Street;
- 3) Goodland Power Plant, 1701 Cherry Avenue;
- 4) Goodland City Shop, 1724 Arcade Avenue;
- 5) Goodland Wolak Building, 1006 Center Street;
- 6) City Public Bus Stop, Enterprise Road;
- 7) Renner Field Airport Hangar, 528 Renner Field;
- 8) FAA Building, 600 E. Airport Road.

Contractor agrees to provide additional containers and trash pickups at no charge "for non-profit" community events including but not limited to Flatlanders, sporting events and the NW Kansas District Free Fair.

Contractor agrees to absorb any damage to a cart/container by any customer, including ordinary wear and tear and negligence of its employees. Any damages caused by a customer after the 1st occurrence, the contractor reserves the right to recover the expenses of the damages from that customer.

SECTION SIX CHARGES FOR SERVICES

With respect to residential service provided by Contractor, the City agrees to pay the Contractor the sum of \$15.00 per month for each residential dwelling unit to which the Contractor renders service. City and Contractor agree that as of the date hereof, there are 2083 residential dwelling units receiving such service and the monthly compensation shall be based on that number through December 31st, 2016. Subsequent thereto, the number of residential dwelling units receiving such service shall be determined semi-annually on January 1st and July 1st of each year. The bill for each six-month interval shall be based on that number as so determined at the previous determination date. No further adjustments shall be made in such number for any such semi-annual contract year. The number of residential units shall be determined by the City, and shall be based upon the number of residential accounts that have current electric and water service or upon any other basis mutually agreed upon by the parties.

With respect to commercial service provided by the Contractor, the City agrees to pay the Contractor the sum of \$25.00 per month for each commercial entity to which the Contractor renders service. City and Contractor agree that as the date hereof, there are 320 commercial units receiving such service and the monthly compensation shall be based on that number through December 31st, 2016. Subsequent thereto, the number of commercial units receiving such service shall be determined semi-annually on January 1st and July 1st of each year. The bill for each six-month interval shall be based on that number as so determined at the previous determination date. No further adjustments shall be made in such number for any such semi-annual contract year. The number of commercial units shall be determined by the City, and shall be based upon the number of commercial accounts with current electric and water services or upon any other basis mutually agreed upon by the parties.

SECTION SEVEN ADJUSTMENT TO CHARGES FOR SERVICES

In addition to the adjustment to the charges for residential and commercial units served in accordance with Section Six hereof, the Contractor may request an adjustment to the unit charges once a year, sixty (60) days prior to January 1st.

In the event that the Contractor makes a request for an adjustment, the City shall have thirty (30) days from the date of its receipt of said request to consider and act on said request. In the event that the City approves the adjustment based on the request, then the adjustment shall become effective upon said approval of the City.

SECTION EIGHT

FUEL ADJUSTMENT TO CHARGES FOR SERVICE

With respect to both residential and commercial service provided by Contractor, the City and Contractor agree to adjust the rates semi-annually based on the price of diesel fuel. City and Contractor agree to the contract base price for diesel fuel as \$3.50 per gallon. For every \$0.50 increase in the six-month average cost of diesel fuel, both the residential and commercial service rates will be increased by \$0.25. Following an increase in the residential and commercial service rates, if the six-month average price of diesel fuel decreased below the \$0.50 increase then the service rates for both residential and commercial properties will return to the contracted price. The cost for fuel will be calculated based on the total average six-month pump price at the Frontier Ag Station in Sherman County. This shall be calculated semi-annually on January 1st and July 1st of each year, based on the six months prior to the January 1st and July 1st. No further adjustments shall be made in such number for any such semi-annual contract year.

SECTION NINE TERM

This agreement shall terminate on January 1, 2018 with the option to exercise 10 renewals with each renewal being effective for a one-year term. Thereby, the first option to renew will be effective on January 1, 2019 with the tenth and final option to renew this agreement on January 1, 2028. The renewed agreements shall consist of the same terms and conditions as set out in this document with the limited exception of the renewal terms.

This agreement, as of its effective date, will terminate all prior agreements, written or oral between the parties concerning the same services.

Any notice sent to Contractor will be sent to:

In The Can, LLC
1007 East HWY 24
Goodland, KS 67735

Any notice sent to City will be sent to:

City Manager
P.O. Box 59
204 E. 11th St.
Goodland, KS 67735

SECTION TEN INDEMNIFICATION/INSURANCE

To the fullest extent permitted by law, Contractor agrees to indemnify, defend and hold harmless the City, its officers, agents, volunteers, lessees, invitees and employees from and against all suits, claims, damages, losses, and expenses, including but not limited to attorneys' fees, court costs, or alternative dispute resolution costs arising out of or related to any such suit, claim,

damage, loss or expense involving an injury to a person or persons, whether bodily injury or other personal injury (including death), or involving an injury or damage to property (including loss of use or diminution in value), but only to the extent that such suits, claims, damages, losses or expenses were caused by the negligence or other wrongdoing of Contractor, or of any supplier or subcontractor, or their agents or employees, directly or indirectly, regardless of whether caused in part by the negligence or wrongdoing of City or any of its agents or employees. Contractor shall purchase and maintain the following insurance at Contractor's expense:

- a) Commercial General Liability Insurance with a minimum limit of \$1,000,000 each occurrence/\$2,000,000 general aggregate written on an occurrence basis.
- b) Comprehensive Business Automobile Liability Insurance for all owned, non-owned and hired automobiles and other vehicles used by Contractor with a combined single limit of \$1,000,000 minimum.
- c) If Applicable, Workers Compensation insurance with statutory limits required by any applicable federal or state law.
- d) Contractor shall make City an additional insured on each policy of insurance that Contractor is required to maintain under the contract documents. Similarly, Contractor shall require insurance with the same coverage and limits from its subcontractors and suppliers, and their insurance policies shall be endorsed to name the same additional insureds as required of Contractor. Each additional insured endorsement shall expressly afford coverage to the additional insureds not only arising out of the named insured's operations or work but also arising out of the named insured's completed operations. Any coverage available to City as a named insured shall be secondary, so that the coverage to the City as an additional insured on the policies maintained by Contractor and subcontractors is primary. City reserves the right to selectively trigger any one or more insurance policies that afford City coverage, whether as a named insured or as an additional insured. Contractor agrees that City shall be provided at least sixty (60) days advance written notice of any cancellation or rescission of any policy that Contractor or any of its subcontractors or suppliers is required to maintain under the contract documents. Prior to commencing work, Contractor shall provide City certificates of insurance evidencing the required coverages. City's receipt or review of any certificate of insurance reflecting that Contractor or one of its subcontractors or suppliers has failed or may have failed to comply with any insurance requirement of the contract documents shall not constitute a waiver of any of the City's insurance rights under the contract documents, with all such rights being fully and completely reserved by the City.

SECTION ELEVEN BREACH/DEFAULT

Contractor shall contact the Goodland City Manager, or his successor, regarding Contractor's performance of his duties. If it comes to the attention of the City Manager that the Contractor is not abiding by the terms and conditions of this contract, he shall give five days' written notice to Contractor that he believes a default or defect exists with regard to Contractor's

performance and that Contractor shall make necessary corrections to assure that he is complying with the contract.

If in the opinion of the City Manager the corrections as made by Contractor are not appropriate or the concerns regarding Contractor's performance are ongoing, City shall have the right to terminate this contract by giving written notice to terminate in accordance with the termination provision contained herein.

Failure to comply with the insurance/indemnification provisions of this agreement shall also result in default by Contractor, giving City the right to terminate this contract in accordance with the termination provisions contained herein.

SECTION TWELVE CONTRACT COMPENSATION

City shall pay amount of compensation determined by the rate set out in this agreement and any modification therein by the 20th day of each month.

SECTION THIRTEEN MISCELLANEOUS

It is agreed and understood by the parties hereto that this contract is entered into and subject to all existing ordinances of the City pertaining to the work awarded.

This instrument contains the entire agreement between the parties and any statements, promises or inducements made by either party not contained in this written contract are not valid or binding.

RIGHT OF INTERVENTION

In order to insure continued services to the customers and to protect the public health and welfare, the City reserves the right to intervene after five (5) consecutive collection days in which Contractor fails to provide the service, if such was caused by an occurrence commonly known as an "Act of God" for purpose, such act or circumstance shall include, but not limited to, unusual weather affecting performance, floods, epidemic, wars, riots and the like. If not for any reason, other than an "Act of God", Contractor fails to provide the services as set out herein for a period of two (2) weeks or more than the City may provide such services. City shall give Contractor notice of its intention to intervene and take the necessary actions to see that such services are provided by shall allow Contractor the opportunity first to make such arrangements to provide continued services, including but not limited to, subletting its obligations hereunder during the period in which such occurrence prevents Contractor's performance, before taking action on its own, notwithstanding the other provisions of this contract. Such action by the City shall not be construed to be a cancellation of the contract. Any cost incurred by the City in providing such services and any fees collected for providing such services shall be withheld from payments owing Contractor and Contractor further agrees to reimburse City for any costs over and above such withheld fees.

EFFECTIVE DATE

This contract and associated rates shall become effective as of November ____, 2016.

Dated this ____ day of November. 2016

City of Goodland, Kansas
a Kansas municipality

In the Can, LLC, a Kansas
limited liability company

By: _____
Brian Linin
Mayor

By: _____
Charles J. Redlin
Manager/ President



AGENDA ITEM #
CITY COMMISSION COMMUNICATION FORM

FROM: Mary Volk, City Clerk

DATE: December 2, 2022

ITEM: 2022 Budget Amendment: Electric Utility

NEXT STEP: Commission Motion

ORDINANCE
 MOTION
 INFORMATION

I. REQUEST OR ISSUE:

Kent and I have been reviewing the 2022 budget and expenditures to date. We would like to publish a hearing for a budget amendment to the Electric Utility Fund. The amendment is for an additional authority of \$200,000 if needed with the unknown circumstances with our Sunflower Billing. Our hopes and intention is that the authority will not be needed, but it will be available if the December billing is higher than anticipated.

II. RECOMMENDED ACTION / NEXT STEP:

We would like to discuss with the Commission the proposed budget amendment for the electric utility. The publication is required ten days before the hearing and the hearing would be scheduled for the next Commission meeting on December 19th.

III. FISCAL IMPACTS:

Our intention is for no impact if we are able to remain within the original approved budget authority. If we are not this provides the City authority for \$200,000 in increased expenses in the Electric Utility Fund. Again our intention is that we do not utilize this additional authority.

IV. BACKGROUND INFORMATION:

As of December 5, 2022, year to date expenditures for the electric utility total \$6,109,057.80, our authority is \$6,822,607, a difference of \$713,549.20. There remain two Sunflower bills along with normal operational expenses to be paid from the difference. If for circumstances out of the City's control, our Sunflower bills are more than we anticipate, we would be in violation of the budget. This amendment will increase our authority \$200,000.

**Notice of Budget Hearing for Amending the
2022 Budget**

The governing body of

City of Goodland

will meet on the day of December 19, 2022 at 5:00 p.m. at City Hall, 204 W. 11th Street for the purpose of hearing and answering objections of taxpayers relating to the proposed amended use of funds.

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

Summary of Amendments

Fund	2022 Adopted Budget			2022 Proposed Amended Expenditures
	Actual Tax Rate	Amount of Tax that was Levied	Expenditures	
Electric Utility			6,822,607	7,022,607

Mary P. Volk
Official Title: City Clerk

Page No.

City of Goodland
Month-end Fund Balance
November 2022

Fund No.	Fund	Beginning Balance	Deposits	Disbursements	Ending Balance	Investments	Total
02	Economic Development	0.00	-	-	0.00	-	0.00
03	Museum Endowment	5,924.49	6,858.52	(6,500.00)	6,283.01	91,600.00	97,883.01
04	Street Improvement	0.00	-	-	0.00	-	0.00
05	Cemetery Improvement	46,083.44	22,838.54	(22,557.95)	46,364.03	228,876.18	275,240.21
06	Special Highway	44,475.53	-	(30,500.00)	13,975.53	84,200.00	98,175.53
07	Self Insurance	126,860.32	189,001.47	(201,815.81)	114,045.98	340,000.00	454,045.98
09	Airport Fund	194,298.96	62,184.68	(133,000.00)	123,483.64	251,600.00	375,083.64
11	General	771,939.94	183,084.51	(319,510.54)	635,513.91	238,500.00	874,013.91
12	Bond and Interest	19,062.52	11.65	(7,000.00)	12,074.17	7,000.00	19,074.17
13	Library	4,703.46	-	(4,703.46)	-	-	-
14	Sales Tax	8,423.76	24,584.99	(25,480.11)	7,528.64	-	7,528.64
15	Electric Utility	561,304.07	872,915.83	(838,728.49)	595,491.41	200,000.00	795,491.41
18	Municipal Court Diversion Fees	4,646.51	6,825.18	(6,734.50)	4,737.19	9,200.00	13,937.19
19	Law Enforcement Trust	475.96	6,520.94	(6,724.00)	272.90	14,500.00	14,772.90
20	Electric Meter Deposit	51,587.47	9,000.00	(33,570.00)	27,017.47	119,500.00	146,517.47
21	Water Utility	226,758.19	331,665.43	(513,408.13)	45,015.49	350,500.00	395,515.49
22	Water Service Deposit	80,481.00	4,850.00	(37,250.00)	48,081.00	40,500.00	88,581.00
23	Sewer Utility	123,082.64	70,921.01	(125,495.63)	68,508.02	90,600.00	159,108.02
25	Vehicle Inspections (VIN)	9,361.24	5,622.73	(5,000.00)	9,983.97	20,500.00	30,483.97
26	Special Park & Recreation	595.75	2,500.00	(2,609.81)	485.94	7,500.00	7,985.94
27	Grant Improvement Reserve Fund	11,797.38	11.45	-	11,808.83	29,000.00	40,808.83
28	CID Projects	15,473.41	-	(15,473.41)	0.00	-	0.00
29	Fire Equipment	-	-	-	-	-	-
30	Health and Sanitation	45,349.78	41,390.74	(53,150.75)	33,589.77	35,000.00	68,589.77
31	Airport Improvement	0.00	-	-	0.00	-	0.00
32	Electric Reserve	122,212.03	76,366.96	(76,500.00)	122,078.99	327,500.00	449,578.99
33	Water Reserve	186,375.24	11,186.23	(12,000.00)	185,561.47	89,000.00	274,561.47
34	CDBG Grant	0.00	-	-	0.00	-	0.00
35	ARPA Project	628,619.77	6,840.97	(89,410.00)	546,050.74	9,000.00	555,050.74
36	M.E.R.F	1,205,839.98	631,157.67	(1,140,783.79)	696,213.86	1,742,500.00	2,438,713.86
37	Sewer Reserve	147,178.09	22,218.51	(97,000.00)	72,396.60	152,000.00	224,396.60
38	Capital Improvement Reserve Fund	3,061,662.99	820,849.71	(1,447,277.20)	2,435,235.50	2,215,500.00	4,650,735.50
39	Efficiency KS Project	0.00	137.13	(137.13)	0.00	-	0.00
40	Insurance Proceeds Fund	5,460.00	5.50	-	5,465.50	-	5,465.50
45	Employee Benefits	314,390.97	435.97	(254,911.53)	59,915.41	200,000.00	259,915.41
46	Library Employee Benefits	1,255.77	-	(1,255.77)	-	-	-
48	State Water Plan	3,460.27	1,288.44	-	4,748.71	-	4,748.71
TOTAL		8,029,140.94	3,411,274.76	(5,508,488.01)	5,931,927.68	6,894,076.18	12,826,003.86
FNB Bank		-	-	-	-	3,485,700.00	3,485,700.00
BANKWEST		8,027,140.93	2,929,490.31	(5,026,703.56)	5,929,927.68	34,876.18	5,964,803.86
Western State Bank		-	-	-	-	3,298,500.00	3,298,500.00
Ameriprise Ent. Inv. Services		-	-	-	-	75,000.00	75,000.00
Petty Cash		2,000.00	-	-	2,000.00	-	2,000.00
TOTAL		8,029,140.93	2,929,490.31	(5,026,703.56)	5,931,927.68	6,894,076.18	12,826,003.86