1. CALL TO ORDER
A. Roll Call
B. Pledge of Allegiance
2. PUBLIC COMMENT
(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. Commission Meeting Minutes
B. Appropriation Ordinances 2023-11; 202311A; , 2023-P11
4. PRESENTATIONS \& PROCLAMATIONS
A. Options: Domestic and Sexual Violence Services presentation
B. FLOCK Safety - Public Safety Operating System Presentation
5. ORDINANCES AND RESOLUTIONS

None this meeting.
6. FORMAL ACTIONS
A. Temp Liquor Permit - Sherman County Community Foundation
B. Water Department radio proposal
C. Engineering contract - Industrial Park project for BASE grant implementation
D. IFB - 2023-07 Demolition Award Bid
E. Contract Mowing Bid Award
7. DISCUSSION ITEMS
A. Traffic signals - traffic cabinet inventory report
B. Memory Park standpipe proposal
8. REPORTS
A. City Manager
(1) Manager Memo
(2) May month end financial report
(3) Safe Streets 4 All - KDOT
(4) MIH grant submitted
(5) Electrical - Diesel technology building
(6) Building Official - update on unfit structures
B. City Commissioners
C. Mayor

## 9. ADJOURNMENT

A. Next Regular Meeting is Monday June 19, 2023

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 nonagenda 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. 11 ${ }^{\text {th }}$ Street
Goodland, KS 67735

## MEMORANDUM

TO: Mayor Thompson and City Commissioners
FROM: Kent Brown, City Manager
DATE: June 5, 2023
SUBJECT: Agenda Report

## Consent Agenda:

A. 5-15-2023 Commission Meeting Minutes
B. Appropriation Ordinances 2023-11; 2023-11A; 2023-P11;

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

## Presentations \& Proclamations

A. Options presentation

Options has requested to make a presentation to the Commission to request funds. Their request is to be considered in the upcoming budget preparation. Options provide services for victims of domestic and sexual violence. Information is in the packet for your review. National Police Week Proclamation.

## B. Presentation by FLOCK Safety

https://www.flocksafety.com/ is the website for the vendor. Upon request from the last meeting, FLOCK safety representative will have presentation and be available to answer questions about their equipment and operating system.

## Ordinances and Resolutions:

None this meeting.

## Formal Actions

A. Temp Liquor Permit - Sherman County Community Foundation

Sherman County Community Foundation would like to host "Leave a Legacy Event" at the High Plains Museum on June 29, 2023. They would serve alcoholic beverages (not selling) to citizens attending event.
RECOMMENDED MOTION: I move to approve the temporary event liquor license for Sherman County Community Foundation during the Leave a Legacy Event at the High Plains Museum on June 29, 2023."

## B. Water Department radio proposal

Water dept. received notice of Motorola radio equipment that connects various portions of our water system need to be replaced and no longer can be maintained. Equipment was installed between 2001 and 2005 and has exceeded the expected life span by at least double. After presenting the item for discussion in March 2023, staff has now received a revised quote from Timberline. Staff recommends approval of the revised quote.
RECOMMENDED MOTION: I move to approve the quote from Timberline Electric \& Control Corporation for 130,030.00."
C. Engineering contract - Industrial Park project for BASE grant implementation The City was awarded a BASE (Building a Stronger Economy) Grant for extension of water and sewer utilities as well as a street extension in the Goodland Industrial Park. After getting approval from the Kansas Department of Commerce that a RFQ for engineering services did not need to be completed, staff requested a contract to develop plans \& specifications for these 3 projects as well as construction engineering inspection \& construction observation services for the same projects. EBH Engineer has submitted a contract proposal for Commission approval.
RECOMMENDED MOTION: "I move to approve the contract proposal from EBH Engineering for the Goodland Industrial Park Improvements 2023 BASE Grant Program for $\$ 200,000.00$."
D. IFB - 2023-07 Demolition Award Bid

See CCCF. This is our solicitation for the revised project for the Demolition and Removal of Structures at 1523 Colorado Ave. Legal description of SHARP'S ADDN TO GOODLAND, BLOCK 4, Lot 10-11. This would remove the two trailers on the property. A bid was received and staff recommends award to the low bidder from B\&K Pumping for $\$ 4850$. RECOMMENDED MOTION: "I move to approve the bid from B\&K Pumping for $\$ 4,850$."

## E. Contract Mowing and Abatement Services

Previously, an invitation for bid for mowing abatement when we have to enforce on properties with grass and weed violations was published with a deadline of April 12, 2023. There were no bids received. Staff then contacted different operators directly in order to receive the enclosed quote. The one quote was received from Damon Rickard, who will perform the service for $\$ 32$ an hour. Staff recommends to approve the quote from Mr. Rickard.
RECOMMENDED MOTION: "I move that we approve the contract with Damon Rickard of \$32 per hour."

## Discussion Items

A. Traffic signals - traffic cabinet inventory report

Staff will review a presentation provided by Gades Sales, Inc. that came out and inspected and provided recommendations on the three (3) traffic light controlled intersections.

## B. Memory Park standpipe proposal

Staff will review a proposal received from Utility Service Company for a project on the Memory Park standpipe.

## Reports:

## A. City Manager

> Manager Memo
> May Month End Fund Balance
> Safe Streets 4 All - KDOT
$>$ MIH grant (next round) submitted
$>$ Electrical - Diesel technology building
> Building Official will update the commission on unfit structures
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.

## GOODLAND CITY COMMISSION <br> Regular Meeting

May 15, 2023
5:00 P.M.
Vice-Mayor J. J. Howard called the meeting to order with Commissioner Jason Showalter, Commissioner Ann Myers and Commissioner Brook Redlin responding to roll call. Mayor Aaron Thompson 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, Zach Hildebrand - Code Enforcement/Building Official, Jake Kling - City Attorney, Mary Volk - City Clerk and Kent Brown - City Manager.

## Vice-Mayor Howard led Pledge of Allegiance

## PUBLIC COMMENT

## CONSENT AGENDA

A. 05/01/23 Commission Meeting Minutes
B. Appropriation Ordinances: 2023-10, 2023-10A, and 2023-P10

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

## PRESENTATIONS \& PROCLAMATIONS

A. National Police Week Proclamation - Vice-Mayor Howard proclaimed the week of May $14^{\text {th }}$ through $20^{\text {th }}$ as National Police Week in the City of Goodland. Vice-Mayor Howard thanked all police officers for their service in protecting our community. Commissioner Showalter stated, I appreciate all of you and what you do, especially in your work with the college. It is important to thank your families for their support in what you do.

## ORDINANCES \& RESOLUTIONS

A. Resolution 1613: Pool Fees - Kent stated, staff has reviewed fees and realize the pool is not a money maker for the City, but an amenity. Resolution 1613 increases lessons $\$ 5.00$, limits family pass to four members, then $\$ 15.00$ for each additional family member, and added a ten day punch pass option for admission. Commissioner Myers asked, what is individual admission? Kent stated, anyone over 4 years of age $\$ 4.00$. Vice-Mayor Howard stated, anyone 4 and under is free. Commissioner Showalter asked, when someone purchases a family pass, only those four individuals listed on the pass are admitted to pool. Kent stated, yes additional individuals on pass are $\$ 15.00$ each. Our numbers from last year were 30 individual passes, 99 family passes, 128 swim lessons and daily admission averaged 56. Vice-Mayor Howard stated, this is good for the community and we know it will not make money. ON A MOTION by Commissioner Showalter to approve Resolution 1613: Pool Fees seconded by Commissioner Redlin. MOTION carried on a VOTE of 4-0.
B. Resolution 1614: Matching Funds for BASE 2.0 Grant - Kent stated, the City was notified of grant award the end of April to extend road and utilities in Industrial Park. Grant is $75 / 25$ split and State requires proof of matching funds which is outlined in resolution. The funds outlined can change, but we need to have documentation of local funding prior to disbursement. If we are able to have other matching funds, we can adjust in future. I have inquired with innovation center for additional funding, if possible. Grant project must be complete in 2025. Vice-Mayor Howard stated, having infrastructure in place will help in attracting business. Commissioner Showalter stated, I am excited to be on the commission to move Industrial Park forward; it has been on the table for many years. ON A MOTION by Commissioner Redlin to approve Resolution 1614: Matching Funds for BASE 2.0 Grant seconded by Commissioner Myers. MOTION carried on a VOTE of 4-0.

## MINUTES

Goodland City Commission
May 15, 2023
Page 2

## FORMAL ACTIONS

A. IFB 2023-05: Wheel Loader Bids - Kenton stated, we received seven bids for loader. There have been concerns as to why we selected new over used. In the past, the loaders last the City more than thirty years, which is a good life span and I would not recommend purchasing this equipment used. Purchasing new we get $20 \%$ discount with government pricing. I spoke with CAT Salesman, they have a 2017 loader with 4,000 hours for $\$ 185,000$ and a 2021 with 1,100 hours which would price as new loader today. Those prices do not include a JRB coupler, so we would have to purchase separately. Vice-Mayor Howard stated, there is also less warranty buying used. Kenton stated, we posted bid request on web site and Bidnet.com. Bids received are:

- Kan Equip model JCB427Z with base price $\$ 194,194$; fork alternate $\$ 7,200$; no scale alternate
- Murphy Tractor model 2023JD524P with base price $\$ 231,776.54$; fork alternative is $\$ 8,340$; scale alternate is $\$ 6,814$
- MTC model 2023XCMG with base price $\$ 173,500$; fork alternate $\$ 6,500$; scale included
- Foley Equip model 926 M for base price $\$ 213,853.12$; fork alternate $\$ 8,240$; scale alternate \$10,890
- VLP-KC model Case621G with base price $\$ 197,615$; fork alternate $\$ 8,281.50$; scale alternate \$5,570
- Berry Tractor model Komatsu WA 320-8 with base price $\$ 223,520.81$; fork and scale alternates not quoted
- Central Power Systems and Services, LLC model Doosan DL-220 with base price $\$ 162,602$; fork alternate $\$ 7,800$; scale alternate $\$ 12,500$ (installed and training)

The forks and scale were requested on specifications as a options. I recommend Doosan DL-220 from Central Power Systems and Services, LLC with a set of forks for total of $\$ 170,402$. We are not recommending scale, as it is not a necessity. Vice-Mayor Howard asked, where are they located and what kind of warranty do we get? Kenton stated, Colby and Garden City. Warranty is three year, 5,000 hours full machine. They plan to deliver loader 11/230/23. Vice-Mayor Howard asked, do all bids offer same warranty? Kenton stated, no. Vice-Mayor Howard asked, did we have a loader go down recently? Kenton stated, the New Holland broke down during cleanup but it can be fixed. This loader replaces our 1990 John Deere. Commissioner Showalter asked, what are plans for old loader? Kenton stated, put on auction which will put money back into reserve because eventually we will have to upgrade other loader. The city has purchased used equipment before but with purchasing policy it would be difficult to compare apples to apples. The loader is used by multiple departments all the time. It gets most use during snow removal. Kent stated, in addition, the 33 year old loader requires some maintenance now. Kenton stated, it needs tires which were quoted at $\$ 8,000$. ON A MOTION by Commissioner Showalter to approve purchase of 2023 Wheel Loader with a set of forks from Central Power Systems \& Services, LLC for Doosan DL-220 Wheel Loader in the total amount of \$170,402 seconded by Commissioner Myers. MOTION carried on a VOTE of 4-0.
B. Chip Rock Delivery Award - Kenton stated, we received one bid from Heartland Carriers. It is a good bid; less than our price last year. We will need 800 tons of rock this year. Costs for chip sealing this year are B\&H Paving went from $\$ .46$ to $\$ .49$ this year, ergon oil from $\$ 2.95$ to $\$ 2.91$ this year. Cobitco will fog seal with ergon oil from $\$ 3.29$ to $\$ 3.41$ this year and rock increased $\$ 5.00$ a ton, not including delivery which decreased. I recommend bid from Heartland Carriers for total price of $\$ 10,240$ delivered to Goodland. ON A MOTION by Commissioner Showalter to award the bid for chip rock delivery to Heartland Carriers at $\$ 12.80$ per ton for total price of $\$ 10,240$ seconded by Commissioner Redlin. MOTION carried on a VOTE of 4-0.

## MINUTES

Goodland City Commission
May 15, 2023
Page 3

## DISCUSSION

A. Deadline for City Commissioner Election Application - Kent stated, general reminder filing deadline for next city commission election is June $1^{\text {st }}$ at noon. Election includes seats held by Mayor Thompson, Vice-Mayor Howard and Commissioner Myers. There is information in packet stating anyone seeking office must be a qualified voter and file application with County Clerk.

## REPORTS

A. City Manager - 1. Manager memo is in packet. 2. April financial report and the police monthly activity report are in packet. 3. The auditors are doing field work this week for year ended $12 / 31 / 2022$. Report will be presented in couple months. 4. 1523 Colorado Avenue is down to one trailer and to be fair, we are collecting another set of bid information with revised scope for next meeting. This demolition will require capping three different sewer lines on property. 5. We discussed the sale of real property owned by the City. On commercial property it is better to have it sold at auction to receive more accurate response as far as pricing for said property. We need direction from commission on how to proceed. With an auction you can set a minimum price for property. Commissioner Showalter stated, I am nervous to offer a piece of property on one of our exits. If it is not a use that is attractive for City, it may hurt us. May want to hold off and use property if a business wants to come to town. Commissioner Myers stated, that is a good point, we do not need a parking lot. Vice-Mayor Howard stated, we can have requirements such as a minimum time to build on property. Commissioner Showalter stated, I feel we should work with SCCD on use of property. Kent stated, right now we can be very limited on use of property because we own it. We lose control if we sell. Jake stated, if you put reversion language in deed, that is your private business sale. If it is an auction, you lose control of any restrictions on property but it has to meet zoning regulations. ViceMayor Howard stated, talk with SCCD to see if they have any interest before we sell property. Kent stated, there is no urgency.
B. City Commissioners

Vice-Mayor Howard - 1. Thank all city employees, never get enough thanks for what they do. They do a lot behind the scenes.
Commissioner Showalter - 1. Thank you to city crews in clean up. I drove around and looked at piles, for the most part, people were gracious; however, there were some that I felt took advantage of program. As we move forward we need to look at rules. I appreciate what crews did. 2. Frank have you done any research on flock cameras, what are your thoughts. Would you be interested in talking to us about them? Frank stated, I would entertain that as I have looked into them.
Commissioner Myers - 1. No Report
Commissioner Redlin - 1. No Report
C. Mayor Thompson- 1. Absent, No Report

ADJOURNMENT WAS HAD ON A MOTION BY Commissioner Showalter seconded by Commissioner Myers. Motion carried by unanimous VOTE, meeting adjourned at 5:45 p.m. Next meeting is scheduled for June 5, 2023.

## ATTEST:

## J. J. Howard, Vice-Mayor

Mary P. Volk, City Clerk

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| 926216583 | 1 | $5 / 01 / 2320060$ | $4-2 / 0$ AUTO WEDGE CLAMP |
| 926315360 | 1 | $5 / 17 / 2320060$ | AUTO WEDGE CLAMPS |
|  |  |  |  |
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| $15-42-3050$ | 1229.55 | 66665 | $6 / 05 / 23$ |
| :--- | ---: | :--- | :--- |
| $15-42-3050$ | 1847.39 | 66665 | $6 / 05 / 23$ |

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\begin{array}{r}
5428.58 \\
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\end{array}
$$

-15-44-3180 11-03-3130 11-03-3130 15-44-3180 15-40-2190 15-40-2190 15-40-2190 11-02-312 11-03-3130
12.40
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20-01-5060 22-01-5070

| 1250.00 | 66668 | $6 / 05 / 23$ |
| ---: | ---: | ---: |
| 800.00 | 66668 | $6 / 05 / 23$ |

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0010449789-002 0010514542-002

0830-48

878221
878223
$15 / 10 / 23$
2 DESIGNS
PATCHES, HEM PANTS
DESIGNS

1 4/27/23 16927
2 4/27/23 16927
$15 / 01 / 2316928$

FULL CIRCLE RAINBIRD SPRINKLER
FULL CIRCLE RAINBIRD SPRINKLER
RAIN BIRD 3 STATION CONTROLLER
CPS DISTRIBUTOR

634 DUTTON-LAINSON COMPANY
5/11/23 20106 100W ERTS X 2
$15 / 11 / 23$ 20106
100W ERT X 1

15-40-2090 $\qquad$ 66669 6/05/23

11-23-3060
$11-15-3060$

11-15-3060

11-03-3160
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514.57

| 189.05 | 66670 | $6 / 05 / 23$ |
| ---: | ---: | ---: |
| 189.03 | 66670 | $6 / 05 / 23$ |
| 52.29 | 66670 | $6 / 05 / 23$ |
| --------1 |  |  |
| 430.37 |  |  |

M $\qquad$ 66671 6/05/23

21-42-3050 21-42-3050
INVOICE NO LN DATE PO NO REFERENCE TRACK




1671 MEDART, INC.


1442 S \& T COMMUNICATIONS, INC

| INVOICE NO | LN | DATE | PO NO | REFERENCE |
| :---: | :---: | :---: | :---: | :---: |


$11-17-2180$
$15-44-2180$
$21-40-2180$
$23-41-2180$
$21-42-210$

S \& T COMMUNICATIONS, INC

## 07 SaItna supply company

S100226592.001 S100226592.001 S100226592.001 S100229787.012 S100230702.005 S100235475.008 S100239082.006 S100239082.007 S100243077.001 S100243251.00 S100243391.001 S100243391.001 S100243391.002 S100243391.002 S100243573.001

GEN23-224

10371

28154996
28154996 28154997

233488
$16 / 01 / 23$

5 SCHERMFRHORN KATHY
ANIMAL CONTROL/JUNE 2023
SCHERMERHORN, KATHY
413 SCHLOSSER, INC.
$15 / 09 / 23$
$15 / 26 / 23$
CONCRETE/13TH \& KANSAS

SCHLOSSER, INC.

1 5/08/23 SHAR
50LB GROUND STERILIZER
SHARE CORPORATION
27 SHORES NAPA
1 5/19/23 NEPTUNEUME 2" NEPTUNE TRUFLO UME
2 5/19/23 NEPTUNEUME 3" NEPTUNE TRUFLO UME
3 5/19/23 NEPTUNEUME FREIGHT
1"METER YOKE ADAPTER COUPLING
MUELLER 2" ORI-CORP STOP X 2
2" STRAIGHT COUPLING,CTS XFIP
3/4" MARK II ORISEAL X 1
$6 " \mathrm{X}$ 1" BRONZE SADDLE
FLOW VALVE/PHILLIPS PARK REPAIR KITS/BACKFLOW PREVENTOR SPK 4-EJECTOR SPARE PARTS X 1 2 IPCI FLEXIBLE METER COUPLX3 2" TOP BOLT 2 BOLT COUPLINGX6 3X19 FOAM METER BOX PAD X 20
3" FLANGE PACKS,COUPLINGS
SALINA SUPPLY COMPANY

CONCRETE/KOA \& COLLEGE

|  | 2801 | SHAMROCK | FOODS COMPANY |
| :--- | :--- | :--- | :--- |
| 1 | $5 / 25 / 23$ | 10739 | CONCESSIONS |
| 2 | $5 / 25 / 23$ | 10739 | CLEANING/PAPER PRODUCTS |
| 1 | $5 / 23 / 23$ | 10739 | CONCESSIONS |

SHAMROCK FOODS COMPANY

## TRIFLOW \& WD40

ATF X 6/\#6 PARKS VEHICHLE

21-40-304

11-05-2140 21-00-0006 21-00-0006 21-00-0006 21-00-0006 21-42-3050 21-42-3050 21-42-3050 11-15-3060 11-25-3060 21-42-3050 21-42-3050 21-42-3050 21-42-3050 21-42-3050

23-43-3050 5-42-3050
11-25-3130 11-25-3120 11-25-3130 36-01-4010

| 1190.00 | 66699 | $6 / 05 / 23$ |
| ---: | ---: | ---: |
| 1610.00 | 66699 | $6 / 05 / 23$ |
| 95.39 | 66699 | $6 / 05 / 23$ |
| 258.38 | 66699 | $6 / 05 / 23$ |
| 986.37 | 66699 | $6 / 05 / 23$ |
| 1225.73 | 66699 | $6 / 05 / 23$ |
| 115.34 | 66699 | $6 / 05 / 23$ |
| 112.97 | 66699 | $6 / 05 / 23$ |
| 343.77 | 66699 | $6 / 05 / 23$ |
| 1076.86 | 66699 | $6 / 05 / 23$ |
| 44.89 | 66699 | $6 / 05 / 23$ |
| 223.31 | 66699 | $6 / 05 / 23$ |
| 740.08 | 66699 | $6 / 05 / 23$ |
| 683.88 | 66699 | $6 / 05 / 23$ |
| 1140.91 | 66699 | $6 / 05 / 23$ |

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139.97
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| 12.56 | 66697 | $6 / 05 / 23$ |
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| 37.68 | 66697 | $6 / 05 / 23$ |
| 10.84 | 66697 | $6 / 05 / 23$ |
| 12.63 | 66697 | $6 / 05 / 23$ |
| 9.95 | 66697 | $6 / 05 / 23$ |

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| 1231.55 | 66702 | $6 / 05 / 23$ |
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| 655.96 | 66702 | $6 / 05 / 23$ |
| 139.97 | 66702 | $6 / 05 / 23$ |
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| 2027.48 |  |  |

1160.00
$52.86 \quad 66709$ 6/05/23


| INVOICE NO | LN | DATE | PO NO |
| :---: | :---: | :---: | :---: |

CD GL ACCOUNT 1099 NET CHECK PD DATE


CONCESSIONS

- 226.80

435 SOLOMON ELECTRIC SUPPLY,


JRNL ID/
ACCOUNT
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PAYROLL

11-00-0011
11-00-0001
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GENERAL EMP TAX A/P GENERAL OPERATING CASH ELECTRIC EMP TAX A/P ELECTRIC CASH WATER EMP TAX A/P WATER CASH
SEWER EMP TAX A/P SEWER CASH
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Journal Total :
Sub Total
** Report Total **
41,365.67

4,237.35 1
2,353.71
583.18
186.91

4,237. 35
2,353.71
583.18
186.91

4,188. 35
2,087.57
575.08
93.32

2,193.08
1,265.94
314.33
96.48

6,672.49
5,254.49
3,902. 24

41,365.67
41,365.67

3,902. 24
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41,365.67

| FUND | NAME | DEBITS | CREDITS |
| :---: | :---: | :---: | :---: |
| 07 | SELF INSURANCE | 15,829.22 | 15,829.22 |
| 11 | GENERAL | 14,856.13 | 14,856.13 |
| 15 | Electric utility | 8,060.93 | 8,060.93 |
| 21 | WATER UTILITY | 2,055.77 | 2,055.77 |
| 23 | SEWER UTILItY | 563.62 | 563.62 |
|  | TOTALS | 41,365.67 | 41,365.67 |

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


## PAYROLL REGISTER

## ORDINANCE \#2023-P11

## 5/26/2023

| DEPARTMENT | GROSS PAY |
| :--- | ---: |
|  | $56,168.42$ |
| GENERAL | $31,513.44$ |
| ELECTRIC | $7,799.70$ |
| WATER | $2,456.84$ |
| SEWER | $97,938.40$ |

PASSED AND SIGNED THIS $\qquad$ DAY OF
, 2023

## AGENDA ITEM \# <br> CITY COMMISSION COMMUNICATION FORM

## FROM: Mary Volk, City Clerk

## DATE: May 22, 2023

## ITEM: Options

NEXT STEP:
ORDINANCE MOTION
$\qquad$ INFORMATION

## I. REQUEST OR ISSUE:

Options has requested to make a presentation to the Commission to request funds. Their request is to be considered in the upcoming budget preparation. Options provide services for victims of domestic and sexual violence. Information is in the packet for your review.

## II. RECOMMENDED ACTION / NEXT STEP:

The request can be considered during the 2024 budget process.

## III. FISCAL IMPACTS:

Their request is for $\$ 2,000$.

## IV. BACKGROUND INFORMATION:

In the past the Commission has not donated money to Options.

City of Goodland
May 10, 2023
PO Box 59
Goodland, KS 67735

Dear Commissioners,
I want to share with you the story of a domestic violence survivor who found refuge in our Safe Shelter Program. Sara (name changed for privacy) had been enduring abuse from her partner for years. One day, she mustered the courage to leave with her children in the middle of the night, fearing for their safety. She arrived at our shelter desperate and scared, but with the help of our dedicated staff, Sara and her children were able to find safety, stability, and support. With the assistance of our Legal Advocacy Program, she was also able to secure a restraining order and navigate the legal process to ensure her safety. Today, Sara and her children are thriving, and she credits Options Domestic \& Sexual Violence Services for giving her the strength and resources to break free from her abusive situation.

OPTIONS is your program; we exist to serve you, your loved ones, and your community. Our Safe Shelter Program offers a secure and confidential location for survivors and their families to escape violence, with trained advocates providing emotional support, safety planning, and assistance with basic needs. Our Community Outreach Program raises awareness about domestic and sexual violence through education and prevention efforts, while our Mobile Outreach Program brings support directly to those who may not be able to access our services easily. Our Rapid Rehousing Program helps survivors secure safe and affordable housing, and our Legal Advocacy Program provides support to survivors navigating the complex legal system.

At OPTIONS, we are proud to offer all of our programs free of charge. However, this would not be possible without the support of donors like you. Your support goes directly towards implementing our programs and services, including hiring and training qualified staff, maintaining facilities, and providing essential resources and supplies to victims and survivors and their families. Your generous donation would help us continue to provide life-saving services to survivors of domestic and sexual violence in our community.

The impact of your funding extends beyond the individual survivors we serve. By offering comprehensive support, you are helping to break the cycle of violence and create safer communities for all. You are empowering survivors like Sara to rebuild their lives and become advocates for change in their communities. Through your support of community education and awareness efforts, together we are able to promote healthy relationships, prevent violence before it occurs, and educate the public about the resources available to those who are experiencing abuse.

Your victim services advocacy program is committed to keeping the bright light of access, education, and awareness on the issue - for you, for your loved ones, and for every person in your community. Your contribution will directly benefit survivors of domestic and sexual violence in our community, providing them with the options they need to find help, hope, and healing.

Your appropriation of $\$ 2,000$ will make a world of difference to those in desperate need of safety, counseling, and crisis intervention. Together, we can make a difference in the lives of survivors and create a safer and more supportive community for all.


Vnnifer Hecker, Executive Director

© 2716 Plaza Ave, Hays, KS 67601
help4abuse.orgoptions@help4abuse.org

## SHERMAN COUNTY Profile

How pervasive is domestic violence in your county?
Domestic violence (DV) is a pattern of abusive and coercive behavior used to gain dominance, power, and control over an intimate partner.'


In Sherman County, 39 incidents of DV were reported, and 34 arrests were made, this averages to $87 \%$ of DV reports resulting in an arrest. This is higher than the state average of $49 \%^{2}$.

Optlons provided 252 services for survivors of DV in Sherman County. ${ }^{3}$

Abusers remain predominantly males aged 15-34, while survivors are predominantly female?

In Northwest KS, 64 individuals participated in the Batterers intervention Program.

## Community Impact

Options assists many types of survivors within your community.


Ages 60t
Elder abuse (financial, neglect, etc.) which often goes unreported.

Families and Children
Provide referrals and create connections to assist survivors in accessing community resources through First Call for Help, St. Francis Ministries, Western Kansas Child Advocacy Center, Department of Children
 and Families, etc.


Isolated Responded to $\mathbf{1 , 2 8 0}$ calls and messages through our mobile services, which can be anonymous.

894 Kansans were reached through 81 community presentations?

Options serves 18 Kansas counties, and directly impacts Sherman County through our Mobile Advocacy Initiative and virtual services. We also have plans to expand our Student Advisory Board into this county.


## Impact on Children

Options provided 519 services for 40 children. ${ }^{3}$


1 in 15 children are exposed to intimate partner violence annually- $90 \%$ of these children are eyewitnesses to this violence. ${ }^{\text {B }}$


9\% of survivors in Kansas assisted by Options reported being abused as a child. ${ }^{3}$
Our Advocates provided 7 hours of crisis intervention and on-scene crisis response for Sherman County residents. ${ }^{3}$


Options provided 1 night of Safe Shelter for residents of Sherman County-0\% were provided to children: ${ }^{3}$

## Crime Clock Data

In the time it takes to watch your favorite TV program, one DV incident is reported in Kansas (about every 23 minutes).

One rape is reported in Kansas about every seven hours--close to your average workday.

About two stalking incidents are reported in Kansas each day (one every 12 hours).

Local DV hotlines receive almost 20,000 calls a day-about 13 calls every minute!

## Protection Orders

## SHERMAN COUNTY Profile

How pervasive is sexual assault in your county?
Sexual assault (SA) is any sexual act that is perpetrated against someone's will.!


In Sherman County, 1 incident of SA was reported to law enforcement, and $\mathbf{0}$ arrests were made, this averages to 0\% of SA reports resulting in an arrest. This is lower than the state average of $14 \%$.
*KBl data used only includes rape data. Options dala includes all forms of sexual assault reporied by survivors.

Options provided 29 services for survivors of sexual assault in Sherman County.


Sexual Assault Forensic Exams are to provide medical care and treatment for victims of sexual assault and to collect evidence related to the sexual assault. These exams are performed by specially trained nurses (SANEs).'


Options Advocates accompanied survivors to 33 Sexual Assault Forensic Exams at HaysMed.

## State-wide Statistics

Rapists preyed upon victims they already knew in 78\% of cases?


Over half of survivors are females between 15-34 years old.
$97 \%$ of survivors are female.

A Protection from Abuse (PFA) is a civil order from the Court that provides protection to a victim of abuse, including minor children?
A Protection From Stalking Sexual Assault, and Human Trafficking (PFSSA) is a civil court order that is intended to protect victims of stalking, sexual assault, and human trafficking.'


PFAs can now be filed online, which is a more safe option for survivors, and gives them more autonomy?

Stalking \& Human Trafficking Stalking is a pattern of behavior directed at a specific person that would cause that person to fear for their own safety or the safety of others. ${ }^{\text {. }}$


Human trafficking involves the use of force, fraud, or coercion to obtain some type of labor or commercial sex act.s

## Wanting more information?

 Please reach out to us if you have any questions or would like information about our services.Call-785-625-4202
Email - options@help4abuse.org Connect on Social
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In addition to using force and fear, rapists frequently use Personal
Weapons (hands feet, etc.)--72\% of the time in Kansas?

Over half of offenders are males between 15-34 years old.
$\mathbf{8 8 \%}$ of offenders are male. ${ }^{2}$

WHAT WE DO - Options Domestic \& Sexual Violence Services works to empower victims and survivors of domestic and sexual violence, dating violence, stalking, and sex trafficking through a variety of services including:
24-hour Services - helpline, mobile services, crisis intervention, safe shelter, and emergency accommodations
Advocacy, personal, medical, court, law enforcement, child/youth, and parent/child
Support Services - supportive counseling, support group, and community awareness/education
WHAT YOU CAN DO - Everyone has a unique skill that could help Options to better serve our clients and our community. Become a volunteer! Learn more at help4abuse.org/volunteer
1 Kansas Coalition Against Sexual \& Domestic Violence (KCSDV); kcsdv.org
2 Domestlc Violence, Stalking \& Rape In Kansas as reported to Law Enforcement Agencles (K81); 2021 data
3 Options Domestic $\&$ Sexual Violence Services; 2021 Data
4 The Stalking Preventlon, Awareness, and Resource Center (SPARC); stalkIngawareness.org
5 Department of Homeland Security; dhs.gov
6 Offlce of Northwest Kansas Community Corrections; 2021 data
7 Kansas Protection Order Portal (KSPOP); kspop.org
8 Natlonal Coalition Agalnst Domestic Violence (NCADV); ncadv.org/statistlcs
9 Hynum Law; hynumlaw.com/protection-abuse-pfa
 VIOLENOE SERVICES
10 Human Trafficking Courts; htcourts.org
This grant project Is supported by subgrant number 23-VOCA-16 awarded through the Federal Office for Victims of Crime as administered by the Kansas Governor's Grants Program. The opinions, indings, conclusions, or recommendations expressed in this publication, program, or exhibltion are those of the author(s) and do not necessarily reflect the views of the Office of the Kansas Governor or the U.S. Department of Justice.

## NORTHWEST KANSAS Profile

How pervasive is domestic violence in this area?
Domestic violence (DV) is a pattern of abusive and coercive behavior used to gain dominance, power, and control over an intimate partner.'


In Northwest KS, 387 incidents of DV were reported, and 292 arrests were made, this averages to $75 \%$ of DV reports resulting in an arrest. This is higher than the state average of $49.1 \%^{2}$.


Options provided 5,629 services for survivors of DV in Northwest KS. ${ }^{3}$

Abusers remain predominantly males aged 15-34, while survivors are predominantly female.

In Northwest KS, 64 individuals particlpated in the Batterers Intervention Program:

## Community Impact

Options assists many types of survivors within your community.


Ages 60t
Elder abuse (financial, neglect, etc.) which often goes unreported.

Families and Children
Provide referrals and create connections to assist survivors in accessing community resources through First Call for Help, St. Francis Ministries, Western Kansas Child Advocacy Center, Department of Children and Families, etc.


Isolated
Responded to 1,280 calls and messages through our mobile services, which can be anonymous.

894 Kansans were reached through 81 community presentations?

Options serves 18 Kansas counties, directly impacting this area through our two office locations, Safe Shelter, hosting awareness events, and active high school and college engagement.

## Impact on Children

Options provided 519 services for 29 children. ${ }^{3}$


1 in 15 children are exposed to intimate partner violence annually $90 \%$ of these children are eyewitnesses to this violence.


9\% of survivors in Kansas assisted by Options reported being abused as a child. ${ }^{3}$

Options provided 1,053 nights of Safe Shelter for residents of Northwest KS-23\% were provided to children?

## Crime Clock Data

In the time it takes to watch your favorite TV program, one DV incident is reported in Kansas (about every 23 minutes).

One rape is reported in Kansas about every seven hours--close to your average workday.

About two stalking incidents are reported in Kansas each day (about once every 12 hours).

Local DV hotlines receive almost 20,000 calls a day-about 13 calls every minute!

## Protection Orders

## NORTHWEST KANSAS Profile

How pervasive is sexual assault in this area?
Sexual assault (SA) is any sexual act that is perpetrated against someone's will.'


In Northwest KS, 38 incidents of SA were reported to law enforcement, and 9 arrests were made, this averages to $\mathbf{2 4 \%}$ of SA reports resulting in an arrest. This is higher than the state average of $14.2 \%{ }^{2}$
${ }^{*}$ KBI data used only includes rape data. Options data fncludes all forms of sexual assault reponted by survivors.

Options provided 859 services for survivors of sexual assault in Northwest KS. ${ }^{3}$


Sexual Assault Forensic Exams are to provide medical care and treatment for victims of sexual assault and to collect evidence related to the sexual assault. These exams are performed by specially trained nurses (SANEs).


Options Advocates accompanied survivors to 33 Sexual Assault Forensic Exams at HaysMed?

## State-wide Statistics

Rapists preyed upon victims they already knew in $\mathbf{7 8 \%}$ of cases?


Over half of survivors are females between 15-34 years old. $97.3 \%$ of survivors are female. ${ }^{\text {? }}$

Over half of offenders are males between 15-34 years old.
$\mathbf{8 8 . 4 \%}$ of offenders are male. ${ }^{2}$

In addition to using force and fear, rapists frequently use Personal Weapons (hands feet, etc.)--72\% of the time in Kansas.?

A Protection from Abuse (PFA) is a civil order from the Court that provides protection to a victim of abuse, including minor children:
A Protection From Stalking Sexual Assault, and Human Trafficking (PFSSA) is a civil court order that is intended to protect victims of stalking, sexual assault, and human trafficking.


2,182/8,205 of Protection Orders filed in Kansas resulted in a violation?
89/441 of Protection Orders filed in Northwest KS were violated. ${ }^{2}$

Options assisted in filing 32/243 of the PFAs filed in Northwest KS . ${ }^{3}$

Options assisted in filing 2/198 of the PFSSAs filed in Northwest $K$ S. ${ }^{3}$

PFAs can now be filed online, which is a more safe option for survivors, and gives them more autonomy?

Stalking \& Human Trafficking Stalking is a pattern of behavior directed at a specific person that would cause that person to fear for their own safety or the safety of others. ${ }^{4}$
 the use of force, fraud, or coercion to obtain some type of labor or commercial sex act.

## Wanting more information?

Please reach out to us if you have any questions or would like information about our services.

Call - 785-625-4202
Email-options@help4abuse.org
Connect on Social
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[^0]1 Kansas Coalltion Against Sexual \& Domestic Violence (KCSDV); kosdv.org
2 Domestic Volence, Stalking \& Rape In Kansas as reported to Law Enforcement Agencies (KBI); 2021 data
3 Options Domestic \& Sexual Violence Services; 2021 Data
4 The Stalking Preventlon, Awareness, and Resource Center (SPARC); stalkingawareness,org
5 Department of Homeland Security; dhs.gov
6 Office of Northwest Kansas Community Corrections; 2021 data
7 Kansas Protection Order Portal (KSPOP); kspop,org
8 National Coalition Against Domestic Violence (NCADV); ncadv.org/statlistics
9 Hynum Law; hynumlaw.com/protection-abuse-pfa
10 Human Trafficking Courts; htcourts.org
This grant project is supported by subgrant number 23-VOCA-16 awarded through the Federat Offlce for Victims of Crime as administered by the Kansas Governor's Grants Program. The opinlons, findlngs, conclusions, or recommendations expressed in this publication, program, or exhibition are those of the author(s) and do not necessarily reflect the views of the Office of the Kansas Governor or the U.S. Department of Justice.

## AGENDA ITEM \# <br> CITY COMMISSION COMMUNICATION FORM

## FROM: Mary Volk, City Clerk

## DATE: May 31, 2023

## ITEM: Temporary Liquor Permit: Sherman County Community Foundation

## NEXT STEP: Motion to Approve

## ORDINANCE

_ X_MOTION
—_IINFORMATION

## I. REQUEST OR ISSUE:

Sherman County Community Foundation would like to host "Leave a Legacy Event" at the High Plains Museum on June 29, 2023. They would like to serve alcoholic beverages (not selling) to citizens attending event.

## II. RECOMMENDED ACTION / NEXT STEP:

The City Commission is required to approve such event per Section 3-104 of the City Code. If approved, we will issue an event permit at no cost to show the Commission's approval.

## Sec. 3-104. - Consumption on public property.

No person shall drink or consume any alcoholic liquor on city-owned property. However, by obtaining a temporary permit issued by the Goodland City Commission, this prohibition shall not apply to the Goodland Arts Council Building located 12th and Center in the City of Goodland, and the High Plains Museum located at 1717 Cherry, the Goodland Municipal Airport Administration Building located at 596 Airport Road, which is property owned by the City of Goodland and the city parks located within the City of Goodland

## III. FISCAL IMPACTS:

No cost to the City or Museum.

## IV. BACKGROUND INFORMATION:

The Commission has approved events like this that serve alcohol in the past, upon approval by Commission to use the facility. A member of Sherman County Community Foundation will be in attendance if you have questions for the event.

City of Goodland 204 W. $11^{\text {1h }}$ Street Goodland, KS 67735

## APPLICATION FOR TEMPORARY PERMIT TO SELL OR SERVE CERAL MALT BEVERAGE OR LIQUOR WITHIN THE CITY OF GOODLAND, KANSAS

| SECTION 1 - APPLICANT INFORMATION |  |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Entity Type: | $\square$ corporation $\square$ Individual $\square$ Organization $\square$ Partnership $\square$ Association $\square$ other: |  |  |  |  |  |
| Individual Applicants. Are you applying on behalf of an organization? $\square$ No $\square$ Yes, organization name: Sh. CTY Community founch |  |  |  |  |  |  |
| Have you previously applied for a temporary permit this calendar year? [1] No Yes, have had temporaty permits this calendar year. |  |  |  |  |  |  |
| Organization Name (ff any) |  | Sherman cty Community Fiundarion |  |  | FEIN/SSN |  |
| Applicant Name |  | Jessica Cole |  |  | D.O.B. | 5.21 .69 |
| Emall Address |  | lessicadcole@ouTlook.com |  |  | Phone \# | 785-821-3661 |
| Mailing Address 317 W .13 Th ST. |  |  |  |  |  |  |
| PERSON DESIGNATED TO BE AT THE EVENT AND RESPONSIBLE FOR CONDUCT AT THE EVENT |  |  |  |  |  |  |
| Name | Jessica Cole |  |  | Cell Phone \# | 785-821-3666 |  |
| SECTION 2 - Event information |  |  |  |  |  |  |
| Event Name | Leave a Legacy Erent ${ }^{\text {eventsponsor (fiany) }}$ |  |  |  |  |  |
| Event Location Address |  |  | erry | Goodland |  |  |
| Anticipated attendance at the event |  |  | 50. |  |  |  |
| Date of Event | 6.2 | 29.23 | From Time | 5 - | ${ }^{4}$ To Time | 8 ■AM |
| Date of Event |  |  | From Time | $\square$ | To Time | पAM $\square$ $\square$ |
| Date of Event |  |  | from Time | $\square$ | ${ }^{\text {a }}$ To Time | $\begin{aligned} & \square_{\mathrm{AM}} \\ & \square \mathrm{PM} \end{aligned}$ |
| SECTION 3 - SECURITY \& CITY ASSISTANCE INFORMATION |  |  |  |  |  |  |
| Please state the plans for security to be qrovided at the event: Not Needed. |  |  |  |  |  |  |
| $\begin{aligned} & \text { Please state the } \\ & \text { NoT } \end{aligned}$ | Nelticipatedr | need for Police, Fit ded. | ipipal Service |  |  |  |

*Services requested from the City will be considered on a case-by-case basis and will be approved based upon feasibility and availability.

SECTION 4 - EVENT AREA
In the space below, in ink, draw the floor plan and any outside areas included in the proposed event area where cereal malt beverages will be sold, served or consumed. If the area is outside, it must show where the three dimensional barriers will be located to define the event area; and, include nearby streets for reference then shade in the areas you DO NOT wish to be permitted.


| SECTION 5 - APPLICANT SIGNATURE(S) |  |  |  |
| :---: | :---: | :---: | :---: |
| Designated Person: [D I understand and agree that I must be present at the event at all times and I will be responsible for conduct at the event. |  |  |  |
| Designated Person's Signature | clesica col | Date | 5.22 .23 |
| Appllcant: Under penalties of periury, I deciare the information contained in this document a true, accurate and complete disclosure of informationt |  |  |  |
| Applicant or Agent's Signature | cesolca Oh | Date | 5.22 .23 |


| SECTION 6-CITY USE ONLY |  |  |  |
| :---: | :---: | :---: | :---: |
| Application was submitted to the City of Goodland on the following date: |  |  |  |
| Does the event take place within Yes <br> the incorporated city limits? No |  | Does the event comply with all applicable zoning regulations? | $\begin{aligned} & \text { X Yes } \\ & \square \text { No } \end{aligned}$ |
| Signature of Approval: City Clerk | ypanyng Uotk |  |  |
| Signature of Approval: Police Chief |  |  |  |
| Signature of Approval: City Manager |  |  |  |
| Application is | $\square$ Approved | $\square$ Approved with |  |
| Reason for application denial or cond | ions of approval (if ap |  |  |

# CITY COMMISSION COMMUNICATION FORM 

## FROM: Neal Thornburg, Water \& Sewer Superintendent Kent Brown, City Manager

DATE: 6/5/2023

## ITEM: Upgrade of Moscads - water system radio communication

NEXT STEP: Update - for purchase in FY2023 and budgeting in subsequent years

| ORDINANCE |
| :--- |
| _____INOTION |
| __INFORMATION |

I. REQUEST OR ISSUE: Water dept. received notice of Motorola radio equipment that connects various portions of our water system need to be replaced and no longer can be maintained. This will upgrade the Moscads to Xetawave.
II. RECOMMENDED ACTION / NEXT STEP:

Staff will review portions to be completed in 2023 and portions that will need to be budgeted in subsequent budgets.

## III. FISCAL IMPACTS:

Item will be purchased out of municipal equipment reserve fund (MERF) for well control updates in the amount of 88,290 for 2023 and borrowing funds from other projects previously approved in MERF for the water utility where funds are available. The Commission will need to approve 2024 water transfers during the budget process to payback these water projects and staff will need to consider future transfers to keep the system updated.

## IV. BACKGROUND INFORMATION:

There is a licensed UHF radio system that connects several parts of the municipal water system. Motorola Moscads were installed between 2001 and 2005. They have exceed their expected lifespan (by a significant time period). The vendor has notified their customers previously (although not the City of Goodland) that they would no longer provide support or have parts available to maintain these systems. Staff will provide additional information at the Commission meeting.

Issue was presented at the March 6, 2023 Commission meeting. At that time, staff stated we would start talking to them about how to do the project in phases to ensure it will work and that the commission would be updated. At that time the consensus of the Commission was to work with Timberline for a number of reasons and to move ahead with the project in phases to keep system operating.

Staff has received a revised quote after discussions with Timberline. Item \#6 has been eliminated due to the work completed by Josh Jordan, IT Director, on a software ready
virtual server on the Goodland system. Due to delivery times (equipment would arrive in the fall), Timberline has offered to work with the City to meet the City's needs for available resources to pay for the project. Project would be completed in its entirety by the end of 2023 utilizing funds beyond the $\$ 88,290$ from other water projects.

## V. LEGAL ISSUES: None

## VI. CONFLICTS OR ENVIRONMENTAL ISSUES: None

## SUMMARY AND ALTERNATIVES:

Commission may take one of the following actions:

1. Approve the revised proposal as presented.
2. Reject the proposal as presented and give staff direction.
3. Direct staff to pursue an alternative approach.

Our Mission: To find opportunities to delight our peers and customers by making the complex simple.

## P.O. Box <br> 793

Morrison CO 80465-0793
303-697-0440
Fax: 303-697-0450
Kim@TLECC.net
Date: 5/30/2023 REVISED! To remove computer upgrade
TO: Goodland KS water
RE: Upgrade of Moscads to Xetawave
REF: J6267

Dear Neal,
We are pleased to provide this quotation for your review.

1. All quotations issued, and orders received by TLECC are subject to final acceptance by our principal.
2. Shipping dates are based on the best information obtainable from suppliers AT THE TIME OF QUOTATION.
3. Quote is valid for 30 days from quote date.

Again, thank you for your inquiry. If we can be of further assistance, please do not hesitate to contact our office.

Sincerely,<br>Kim Evezich

## Historical notes:

- Most of the Moscads being replaced at wells and tanks were installed between 2001 and 2005 making them around 20 years old. The Motorola Hardware has exceeded the expected life span by many years.
- The Motorola Moscad was originally selected due to its extended temperature range of -40 F to120F, the store-and-forward capabilities, and the usage of licensed frequency radios that can achieve communications in difficult topography or weather conditions.


## New Product selection notes:

1. The licensed UHF radio is still the preferred method of communication for the remote sites due to existing UHF antennas.
2. AWIA regulatory compliance is moving the industry to encrypted radios that operate on Ethernet protocol
3. The selection of Xetawave Ethernet/serial radios on a UHF licensed-frequency band offers encryption, rugged temp range, and very fast communication speeds.

| 1 | Wells: $3,5,6,7,8,9,10,11,12$ (nine sites). Install a Xetawave radio with I/O terminals into the existing Moscad L polycarbonate enclosure. Included new 120 VAC surge arrestor. Re-terminate all wires and test on/off functionality. Total is for 9 sites | \$88,991.00 |
| :---: | :---: | :---: |
| 2 | Standpipe with pump station, very similar to above with a few more I/O points. | \$9,873.00 |
| 3 | North tower, very similar to above, added $4-20 \mathrm{~mA}$ surge arrestor and ground terminals | \$9,873.00 |
| 4 | Provide new Allen Bradley Micrologix processor to control information to/from the remote sites. Provide new Xetawave radio for communication to remote sites. This will be installed in the current Moscad enclosure. Installation and programming included. | \$12,358.00 |
| 5 | Updates, as-needed to the existing antenna systems. This is a good-guess estimate based on 8 sites needing work. | \$4,700.00 |
| 6 | Provide new version of Wonderware software that includes development capabilities. Also includes new dial-out-alarm seftware SeadaPhone for 200 alarms. All senver prep must be provided by Goodland, and we will need help from IT as this software is loaded. SEE NOTES! | 00.00 |
| 7 | Two spare Xetawave radios, one programed as the access point and one programmed as the end point. | \$4,235.00 |
|  | All site total | \$130,030.00 |

## Notes:

1. Exceptions: The quotes above do NOT include any time to change parameters, graphics or reports on the existing WTP process or the existing WTP Wonderware screens/database. If Goodland needs additional work to be completed when we are on site, we need to know ahead of time so we can schedule appropriately, and then the work can be invoiced on an hourly basis.
Z.-Goodland IT will need to provide a software ready virtual server with all Alicroseft licensing and $X$ cel. Goodland will also provide the thin or thick client at the WTP, and all set up and lieensing as well as connections to the eity-wide fiber. Timber Line can send you a list of items that need to be aceomplished on the server prior to our arrival.

# 3.-Goodland will need to provide any required firewall at the WTP as well as maintenance on that firewall. <br> 4.-WE will need to have a discussion about a voice modem that is compatible with SCADA Phone and with the City's server. We will also need to know if the alarm-dial out is a copper phone line (preferred) or an IP phone. <br> 5.-Dial-out alarm software increased to 200 tag count to include WTP alarms. Also added time to move the WTP alarms to this new-software. <br> I hereby accept Timber Line's proposal for 36267 for a total of $\$ 130,030$ as outlined above: 

## Signature

Date

Position/Title

Temporary Terms and Conditions for Y2022:
Project schedule may be affected by COVID restrictions for travel and workplace safety, as well as employee availability. We have encouraged all of our employees to be vaccinated and boosted, but we are still experiencing pandemic-related labor shortages that may affect project scheduling.
The Covid 19 pandemic, the war in Ukraine, and the suddenly-high price of petroleum products (and the related surge in hiring qualified technicians by the oil and gas industry), are all impacting our ability to obtain parts and hire staff. These circumstances are also increasing our freight expense, shipping times, as well as the base price of goods. Delivery times are best estimates, and may change, (possibly several times) after we submit a purchase order to the vendor.
Our pricing is highly dependent on rare metals used in electronics, carbon steel and stainless steel, hourly labor rates, and travel expense. All of these supply costs are increasing rapidly. Our quotes have a thirtyday expiration. We will try to hold prices for up to 90 days, but reserve the right to change our pricing if our costs have increased by more than $5 \%$ by the time we receive authorization from customers to proceed with a project.
If a cost estimate is being used as a basis for obtaining future grants, please add $25 \%$ per year to your funding requests. Hopefully this temporary situation will resolve in the next 6 months and we will have a better understanding of future costs.
Our hourly labor rates have recently changed. Please call us if you would like a copy of our rate sheet.

Timber Line Electric and Control Corp. Terms and Conditions of Sale
This quote is valid for 30 days, and is subject to change after that time frame. All quotations issued, and orders received by TLECC are subject to final acceptance by our principal or authorized representative.

Part numbers and shipping dates are based on the best information available at the time of quote and may change. Part numbers change frequently for items such as computers.

Shipping terms: Shipment times are based upon receipt of a written purchase order or contract and signed approval drawings. Unless otherwise noted, all materials are quoted Free On Board point of origin. TLECC's responsibility for loss ceases upon delivery to the carrier. Claims for loss or damage in transit must be made by Buyer against the carrier. If TLECC is delivering to job site, field off loading has not been included in pricing. Additional charges may be assessed for offloading. Buyer, general contractor, or owner shall be responsible for proper storage and handling following shipment.

TLECC's standard terms are Net 30 days with $1 \%$ per month late payment charges. These terms apply to materials and service work. Contract job terms are Net 30 days on a work-in-process basis. TLECC reserves the right to change these terms at any time, and has the right to modify the terms for individual customers. All sales are subject to acceptable credit rating of buyer. Any alteration to the terms stated on a TLECC quote will be considered a counter offer and is subject to acceptance in writing by a TLECC authorized representative. Unless clearly stated otherwise, no retainages will be allowed, or payment withheld pending third party payment. In the event of nonpayment, buyer will be subject to finance charges, collection costs and attorney's fees.

Sales, use and excise tax may be required by law. If buyer is tax exempt, buyer shall provide adequate documentation to TLECC. If buyer is NOT tax exempt, Buyer is responsible for sales and use tax which will be charged on the materials of the job. Please request a sales tax estimate based on the correct sales tax district!

Any order cancelled after 3 days of acceptance by TLECC may be subject to the cost of special materials, non-resellable goods and completed labor. In any event, TLECC reserves the right to charge the buyer for any and all expenses or labor incurred in connection with a purchase order. TLECC does not offer refunds on customized equipment.

In the event TLECC is unable to ship or deliver parts or perform services pursuant to any purchase order or other contract entered or accepted by TLECC due to a "Force Majeure" such as an act of God, strike, lockout or other industrial disturbance, act of public enemy, war, blockade, public riot, lightning, fire, flood, explosion, failure to timely receive necessary government approvals, government restraint or any other cause, which is not reasonably within the control of TLECC, TLECC's obligations under the purchase order or other contract shall be suspended during such Force Majeure. If the Force Majeure cannot be promptly removed in TLECC's sole opinion, at TLECC's sole option, the purchase order or other contract may be terminated without further obligation or liability on the part of either party.

TLECC honors a 1 year warranty on new equipment. This includes repair or replacement of said equipment at TLECC's discretion. The equipment warranty does not include the travel or labor to troubleshoot equipment. TLECC may include the labor at TLECC's discretion. TLECC will honor a 90 day warranty on all installation labor. Except for those expressly provided for herein, no other warranty express or implied applies. TLECC is not liable for lightning damage, vandalism, or acts of God. Warranty will be void on equipment which has been serviced by persons other than TLECC employees. Limitations of liability: TLECC is not responsible for any modification or repairs to TLECC products made by persons other than TLECC personal. Timber Line is not liable for any and all consequential and incidental damages arising out of, or in connection with any purchase order or contract for equipment or services. This includes but is not limited to installation, service, or product's failure to perform, in connection with purchase order, contract, or verbal request for service.

## FROM: Kent Brown, City Manager

DATE: 6/5/2023
ITEM: Engineering Contract - Industrial Park project for BASE grant implementation NEXT STEP:

| __ORDINANCE |
| :--- |
| __MOTION |
| __INFORMATION |

I. REQUEST OR ISSUE: In order to implement the BASE grant award, an engineering contract to develop plans \& specifications for water \& sewer utility extensions as well as the extension of the street within the Industrial Park will need to be approved.

## II. RECOMMENDED ACTION / NEXT STEP:

Recommendation: Staff is recommending the Commission approve this contract.
III. BACKGROUND INFORMATION: The City was awarded a BASE (Building a Stronger Economy) Grant for extension of water and sewer utilities as well as a street extension in the Goodland Industrial Park. After getting approval from the Kansas Department of Commerce that a RFQ for engineering services did not need to be completed, staff requested a contract to develop plans \& specifications for these 3 projects as well as construction engineering inspection \& construction observation services for the same projects. EBH Engineer has submitted a contract proposal for Commission approval.

Since the grant award was for $90 \%$ of the original application, EBH has reduced the contract amount from the amount that was included in the grant application. In addition, Andrew Brunner stated that the contract was revised due to review of the project parameters. The original estimated amount for engineering costs included the following: $\$ 30,000$ for water/sewer project design, $\$ 39,000$ for water/sewer project inspection and observation, $\$ 88,000$ for street engineering design, $\$ 148,000$ for street engineering project inspection and observation.

## V. SUMMARY AND ALTERNATIVES:

Commission may take one of the following actions:

1. Motion to Approve the agreement.
2. Motion to Deny the agreement.
3. Give staff direction to further revise agreement.

# CONTRACT FOR ENGINEERING SERVICES <br> for GOODLAND INDUSTRIAL PARK IMPROVEMENTS 2023 <br> BASE GRANT PROGRAM 

This CONTRACT is made and executed in duplicate this $\qquad$ day of $\qquad$ 2023 by and between the CITY OF GOODLAND, KANSAS, hereinafter called OWNER, party of the first part; and EVANS, BIERLY, HUTCHISON \& ASSOCIATES, P.A., Consulting Engineers, Goodland, Kansas, hereinafter called ENGINEER, party of the second part.

As used hereinafter, the PROJECT shall consist of engineering services for the construction of the following, or any part thereof:

- Goodland Industrial Park; water extension, sewer extension, and street extension.

Witnesseth: That in consideration of the mutual covenants contained herein, OWNER hereby agrees to employ ENGINEER to perform the Engineering Services hereinafter outlined, and to make payment for these services as set forth below:

## SECTION 1 - ENGINEERING SERVICES

### 1.1 SURVEY SERVICES

1.1.1 Field Design Surveys for the PROJECT.
1.1.2 Conduct Property and Site Surveys for use in PROJECT design of the improvements.
1.2 ENGINEERING DESIGN
1.2.1 Attend public and city meetings as required.
1.2.2 Prepare necessary working Drawings and Specifications.
1.2.3 Review Preliminary plans with OWNER.
1.2.4 Prepare final working Drawings, Specifications, an opinion of probable cost and submit to $\operatorname{OWNER}$ for approval.
1.2.5 Prepare and submit the documents for obtaining the Stormwater Permit - Notice of Intent (NOI) prior to beginning construction on the PROJECT.
1.2.6 Prepare and submit the documents for obtaining the KDHE Sewer Extension Permit prior to beginning construction on the PROJECT.
1.2.7 Prepare and submit the documents for obtaining the KDHE Public Water Supply Permit Application prior to beginning construction on the PROJECT.
1.2.8 Obtain other required state approvals of the plans and specifications prior to construction.
1.2.9 Assist OWNER in advertising construction improvements for bids.
1.2.10 Provide bidding documents to the Bidders, attend bid opening and prepare bid tabulation.
1.2.11 Prepare and provide recommendations and assist OWNER in award of construction contract.
1.3 CONSTRUCTION ENGINEERING AND CONSTRUCTION OBSERVATION
1.3.1 Conduct pre-construction conference with $\boldsymbol{O W N E R}$, Contractor, and other required government agencies.
1.3.2 Review equipment submittals, shop drawings, and other submittals from Contractor.
1.3.3 Prepare Change Orders for $\boldsymbol{O}$ WNER's and funding agency's approval.
1.3.4 Provide contract documents interpretations.
1.3.5 Review Contractor's monthly payment requests, and forward payment requests to OWNER.
1.3.6 Make final inspection of completed improvements with $\boldsymbol{O W N E R}$
1.3.7 Advise and assist $\operatorname{OWNER}$ in initial start-up of improvements, including on-site observation, direction, and monitoring as required.
1.3.8 ENGINEER will provide a competent Resident Project Representative who will observe the work while construction is in progress. The ENGINEER will make on site observations during PROJECT construction. Such construction observation does not guarantee the work of the contractor nor provide any control over the contractor's work methods. The presence or absence of a construction observer does not relieve the contractor of sole responsibility for safety at the work site.
1.3.9 Testing of concrete properties by certified personnel and laboratory. Includes field testing be as well as delivery to sub-consultant's certified laboratory in Garden City KS or Hays KS, at ENGINEER's discretion, and sub-consultant laboratory testing fees.
1.3.10 Testing of soil density via nuclear density testing gauge.
1.3.11 Create as-built drawings to be provided to the OWNER.

### 1.4 CHANGES IN SERVICES

1.4.1 OWNER may request changes in the scope of the services of ENGINEER. Such changes shall be mutually agreed upon by and between OWNER and ENGINEER. Changes in fee associated with changes in the scope of work shall be negotiated between OWNER and ENGINEER and be incorporated in written amendments to this CONTRACT.

## SECTION 2 -OWNER'S RESPONSIBILITIES

2.1 OWNER shall provide full information to ENGINEER concerning the PROJECT including all available plans, maps, plats, proposed construction plans, other reports and correspondence, and the $\boldsymbol{O} W \boldsymbol{\prime}$ ER's recommendations. OWNER shall provide labor and equipment necessary to assist in locating existing lines owned by the OWNER.
2.2 OWNER shall examine and review the plans and specifications and inform ENGINEER regarding any decision thereto.
2.3 OWNER shall work diligently, with assistance from the ENGINEER, to collect, tabulate, and provide all information required for the design.
2.4 OWNER shall pay ENGINEER at monthly intervals for Engineering Services under this CONTRACT based on the percentage of work completed according to the following schedule:

$$
\text { 2.4.1 } \quad \text { For services under Paragraph } 1.1 \& 1.2 \quad \text { Lump Sum } \quad \$ \quad 80,000
$$

(Surveying Services \& Engineering Design)
2.4.2 For services under Paragraph $1.3 \quad$ Time \& Materials NTE \$ 120,000 (Construction Engineering \& Construction Observation - See 2.5 below)
2.4.3 For services under Paragraph 1.8 As set forth in Agreement for Changes
(Changes in Service) in Service.
2.5 The Engineering Fee for Construction Engineering and Observation under Paragraph 1.3 shall be invoiced on a Time and Materials basis as in ATTACHMENT 1. A Maximum Not to Exceed cost without written authorization from the OWNER shall be used. Amounts in excess of the Maximum Not to Exceed cost, if necessary, shall be incorporated into this CONTRACT by amendment.
2.6 The Lump Sum includes compensation for ENGINEER'S services and services of ENGINEER'S Consultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor costs, overhead, profit, expenses, (other than any expressly allowed Reimbursable Expenses), and Consultant charges.

## SECTION 3 - MUTUAL CONSIDERATIONS

3.1 ENGINEER hereby agrees to maintain PROJECT accounts, records, papers, documents, and other data as OWNER deems necessary so as to properly identify and account for all project funds. ENGINEER further agrees to make, or assist OWNER in making, all such records accessible to all government agencies. ENGINEER further agrees to retain all such records for a period of 3 years after OWNER receives PROJECT completion certification, unless disposal is specifically authorized by $O W N E R$ earlier.
3.2 ENGINEER covenants that ENGINEER has no, and shall not acquire any, interest, direct or indirect, in the PROJECT or any parts or parcels therein, or any other interest which would conflict in any manner or degree with the performance of Engineering Services under this CONTRACT. ENGINEER further covenants that, in performance of this CONTRACT, no person having any such interest shall be employed.
3.4 This CONTRACT, and all contracts entered into under the provisions of this CONTRACT, shall be binding upon the parties hereto and their successors and assigns.
3.5 The STANDARD TERMS AND CONDITIONS, provided hereto as ATTACHMENT 2, are incorporated in and form a part of this CONTRACT.
3.6 ENGINEER hereby agrees to comply with those portions of the following acts, orders, laws, and regulations which specifically apply to the Engineering Services performed under the CONTRACT:
3.6.1 Executive Order 12549 and implementing regulations at 40 CFR Part 32, regarding participants' responsibilities.
3.6.2 Executive Orders 11625,12138 , and 12432 and implementing regulations at 40 CFR Part 31.36 (e) and Region VII procedures for implementation thereof, regarding utilization of minority and women's business enterprises.
3.6.3 Executive Order 11246, as amended by Executive Orders 11375 and 12086 and implementing regulations at 41 CFR Chapter 60, regarding nondiscrimination in employment practices and affirmative action to assure same.
3.6.4 Executive Order 11063 as amended by Executive order 12259 and implementing regulations as 24 CFR Part 107.
3.6.5 Section 129 of the Small Business Administration Reauthorization and Amendment Act of 1988 (Public Law 100-590) and KWPCRLF procedures for implementation thereof, regarding utilization of small businesses in rural areas.
3.6.6 Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.), regarding nondiscrimination in employment, public accommodations, and housing.
3.6.7 Title VI of the Civil Rights Act of 1964 (Public Law 88-352) whereunder no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
3.6.8 Title VIII of Civil Rights Act of 1968, as amended. Title III of the Civil Rights Act of 1968. Provides that no person shall, on the basis of race, color, religion, national origin,
handicap of familial status, be discriminated against in housing (and related facilities) provided with Federal assistance or leading practice with respect to residential property when such practices are connected with loans insured or guaranteed by the Federal Government.
3.6.9 The Age Discrimination Act of 1975 , as amended (Public Law 94-135) whereunder no person shall be excluded from participation, denied program benefits, or subjected to discrimination on the basis of age under any program or activity receiving Federal funding assistance.
3.6.10 Section 504 of the Rehabilitation Act of 1973, as amended (Public Law 93-112) whereunder no otherwise qualified individual shall, solely by reason of their handicap, be excluded from participation (including employment), denied program benefits, or subjected to discrimination under any program or activity receiving Federal funding assistance.
3.6.11 Contract Provisions for the Trafficking Victims Protection Act of 2000. The Contractor, its employees, sub-contractors, and sub-contractor's employees under any KWPCRF Loan Agreement, may not engage in severe forms of trafficking in persons during the period of time that the award is in effect; procure a commercial sex act during the period of time that the award is in effect; or use forced labor in the performance of the contract or subcontracts under the award.

In Witness Whereof, the parties hereto have caused this CONTRACT to be executed on the date written above.

ENGINEER

EVANS, BIERLY, HUTCHISON \& ASSOCIATES, P.A. Consulting Engineers

OWNER

## CITY OF GOODLAND

 GOODLAND, KANSASBy: $\qquad$

Attest: $\qquad$

## ATTACHMENT 1

## Evans, Bierly, Hutchison \& Associates, P.A. <br> Engineering Rate Schedule for 2023

## Hourly Rates:

| Principal in Charge | $\$ 135.00 /$ hour |
| :--- | :--- |
| Project Manager | $\$ 130.00 /$ hour |
| Project Supervisor | $\$ 100.00 /$ hour |
| Project Supervisor - Pilot | $\$ 500.00 /$ hour |
| Design Engineer | $\$ 85.00 /$ hour |
| Technician I | $\$ 70.00 /$ hour |
| Technician II | $\$ 80.00 /$ hour |
| Surveyor I | $\$ 50.00 /$ hour |
| Surveyor II | $\$ 75.00 /$ hour |
| Surveyor III | $\$ 84.00 /$ hour |
| Surveyor - 1 man crew | $\$ 160.00 /$ hour |
| Surveyor - 2 man crew | $\$ 170.00 /$ hour |
| Secretary | $\$ 50.00 /$ hour |

## Expenses:

Mileage
Lodging
Direct Expenses
Meals
Gov. Rate $+\$ 0.02 / \mathrm{mile}$
at our cost
at our cost
$\$ 40.00$ per diem
\$ 10.00-Breakfast
$\$ 14.00-$-unch
$\$ 16.00$-Dinner

## ATTACHMENT 2

## STANDARD TERMS AND CONDITIONS EVANS, BIERL Y, HUTCHISON \& ASSOCIATES, P.A.

## SECTION 1: Scope of Work

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

SECTION 2: Access to Site
Unless otherwise stated, EBH will have access to the site for activities necessary for the performance of the services. EBH will take reasonable precautions to minimize damages due to these activities, but has not included in the fee the cost of restoration of any resulting damage.

## SECTION 3: Dispute Resolntion

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

## SECTION 4: Billings and Payments

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

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

## SECTION 5: Ownership of Documents

All reports, plans, specifications, calculations, estimates, documents, and other work products, including all work products on electronic media, prepared by EBH as instruments of service shall remain the property of EBH Client agrees to hold harmless, indemnify, and defend EBH against all damages, claims, and losses arising out of the reuse of or changes made to plans and specifications without the written authorization of EBH All documents produced by EBH are copyrighted by Evans-Bierly-Hutchison \& Associates, PA. Documents may not be photocopied, traced, distributed or reproduced in any form or by any means, or stored in a database or retrieval system, without the expressed written permission of Evans-Bierly-Hutchi son \& Associates, P.A.

## SECTION 6: Standard of Care

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

## SECTION 7: Construction Methods and Job Site Safety

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

## SECTION 8: Certifications, Guarantees, and Warranties

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

## SECTION 9: Termination of Services

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

## SECTION 10: Limitation of Liability

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

AGENDA ITEM
CITY COMMISSION COMMUNICATION FORM

## FROM: Zach Hildebrand- Building Inspector, Felicity Jordan-Administrative Assistant

DATE: 6/5/2023

## ITEM: IFB 2023-07 Demolition Award Bid

NEXT STEP: Commission Motion
__ ORDINANCE
X MOTION
___ INFORMATION

## I. REQUEST OR ISSUE

IFB 2023-07 is our solicitation for Demolition and Removal of Structures at 1523 Colorado Ave lots 3 \& 4. Our previous solicitation, IFB 2023-03, was tabled during the 5/1/2023 City Commission meeting. The meeting minutes from the $5 / 1 / 2023$ meeting are as follows:

- Zach stated, staff recommends awarding bid for demolition. Does the plumbing have a hookup to sewer line as I do not see it on the GIS? Wayne stated, of course it does. Mayor Thompson stated, the bid was to demolish two trailers but only one is standing. Vice-Mayor Howard stated, the frame of one and the second trailer remain there. Wayne stated, the one trailer is sold and will be picked up in couple days. Mayor Thompson asked, you mentioned piping water over from other house? Wayne stated, it was suggested to do by the downstairs office. I have money to turn utilities on, but cannot complete process without water installed. Kent stated, that situation will create more problems and city code does not allow two properties connected to one meter. That also was not the only issue with the property. Wayne stated, one trailer is shot and the other trailer was kept up until my father passed a few years ago. There is nothing structurally wrong with my father's trailer. Mayor Thompson stated, this has been an ongoing discussion for some time. I thought in a previous discussion you were using parts from one trailer to fix other trailer. Wayne stated, that is correct. In taking down one trailer I have gained a lot of knowledge. The other trailer only has two leaks that I know how to fix. Commissioner Showalter asked, why are you selling property? Wayne stated, I wanted to see what interest I could get on the house. The gentleman I mentioned before has stepped up to help me. My yard is a mess because I have had to take stuff out of house. Commissioner Showalter stated, this has carried on for months, I wonder if you think we are serious. We have given you ample time and feel we keep getting the run around. The progress we have asked for is not there. Wayne stated, I am making progress you requested but did not bring pictures. I am tired of
it also. Commissioner Showalter stated, if we vote tonight, I will vote for demolition. It is taking up time and we need to deal with other issues. Wayne stated, I am working hard and am close to completion. Mayor Thompson stated, you still have the issue with water meter. Wayne stated, I was at a bad part in my life but I am willing to do the work myself. I have a good job now so I can get taxes paid and property improved. Mayor Thompson asked, why do you want to keep trailer so bad? Wayne stated, it is the reason I came here as that is all I have left of my dad. Mayor Thompson stated, I appreciate what you are feeling. The bid was for two trailers but now we are down to one. Kent stated, we have one and the remains of second, if it is not removed. The vendor went to visit property last week, so it has not been long ago. Zach confirmed the property is in different shape today. There were issues with both trailers on property. Either way, to consider allowing property to remain, the trailer must be habitable. A recommendation would be to allow staff to review bid to determine if adjustments should be made. Going forward, it would be difficult to have two utility bills. Wayne stated, I planned on renting the house and live in trailer. I also have considered fixing up both to rent and leave the area. Kent stated, we are trying to follow the rules. These are difficult choices but we need to be fair to the neighbors and you. We could check on current status of property and work with vendor. There was a list on both trailers that needed addressed. Vice-Mayor Howard stated, we need a strict timeline set up for improvements, if you miss one deadline, it all gets moved. This puts us in a bad spot. Kent stated, this does not mean you can remove things to neighboring properties. Wayne stated, I intended to use city wide clean up to help haul stuff away. Commissioner Showalter stated, that is not the purpose for city wide clean up. Wayne stated, I am looking at a refrigerator, washer and dryer. I want to take responsibility for what I need to do. This is my last attempt, I want it gone. Commissioner Redlin stated, we need clarification of bid adjustments and I question how the trailer is livable. Is sewer really hooked up? If we do not see movement by next meeting and a plan in place we need to move forward with demolition with adjusted bid. Mayor Thompson stated, I agree with Kent and Commissioner Redlin. Jake stated, if you want to table the bid that is what needs to happen. If you want to award the bid, you need to call for the vote.

A bid opening for IFB 2023-07 was held 6/2/2023 at 11:00 A.M. One bid was received from Brian Rippe-B\&K Pumping for a total bid of \$4850. I recommend award to the Brian Rippe.

## II. RECOMMENDED ACTION/NEXT STEP

I move that we award IFB 2023-07 to Brian Rippe-B\&K Pumping for their bid of \$4850.

## CITY OF GOODLAND BID SHEET: IFB 2023-07

I hereby submit the following bid options for the demolition of structures at 1523 Colorado Ave:

## BASE BID: Demolition of All Structures

$\qquad$
Anticipated Completion Date: $\quad 7-25-23$

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


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

I have included with my Bid Sheet a Workers' Compensation (select only one):
$\square$ Certificate of Coverage
$\square$ Affidavit of Waiver
X The City already has my updated Workers Compensation information on file


Contact Name


$$
3306.17^{\text {th }}
$$

Company/Contractor Address

$$
1785-821-2393
$$

Contact Phone Number


## AGENDA ITEM

CITY COMMISSION COMMUNICATION FORM

## FROM: Zach Hildebrand- Building Inspector,

## Felicity Jordan-Administrative Assistant

## Kent Brown, City Manager

DATE: 6/5/2023

## ITEM: Quote for Contract Mowing Abatement

NEXT STEP: Commission Motion
___ ORDINANCE
$\qquad$ MOTION
$\qquad$ INFORMATION

## I. REQUEST OR ISSUE

Previously, an invitation for bid for mowing abatement when we have to enforce on properties with grass and weed violations was published with a deadline of April 12, 2023. There were no bids received. Staff then contacted different operators directly in order to receive the enclosed quote. The one quote was received from Damon Rickard, who will perform the service for $\$ 32$ an hour. Staff recommends to approve the quote from Mr. Rickard.

## II. RECOMMENDED ACTION/NEXT STEP

I move that we approve the contract mowing quote from Damon Rickard for $\$ 32$ per hour.

## City of Goodland

FiG, EOE


## BID SHEET

## 2023 CONTRACT MOWING SERVICES for Specified Properties within the City of Goodland, Kansas

My bid for Contract Mowing for Specified Properties within the City of Goodland, Kansas as stated herein is $\$ 32.00$ per hour.

My bid for Mowing and Trimming Specified Properties based on an hourly rate is as stated herein and written in longhand as follows: THIRTY TWO DOLLARS AND ZERO CENTS $\qquad$ -

If my proposal is accepted, I hereby certify that I have the following equipment and I am capable of mowing and trimming all specified properties per the City's request during the year 2023 within the City of Goodland, Kansas. If you have any comments please specify as noted below:

List Equipment: ZERO TURN MOWERS, GAS WEED EATERS, FDGER,GAS LFAF BLOWFRS, DUMP TRAILER, PPR, MISC.

I have included with my Bid Sheet a Workers' Compensation (select only one):
$\square$ Certificate of Coverage
or
X Affidavit of Waiver

DAMON MOTHER FUCKIN RICKARD Bidder's Name 118 ARCADE AVE GOODLAND KS 67735 Bidder's Address

Damon Richard
Bidder's Signature
785-821-2076
Bidder's Phone Number

# AFFIDAVIT OF EXEMPT STATUS UNDER THE WORKERS' COMPENSATION ACT 

State of Kansas KANSAS )
County of SHERMAN
I, DAMON RICKARD
_)
state under oath as follows:

1. I, DAMON RICKARD (Name of individual) operating as ALL AMERICAN SERVICES
(independent contractor's business name), have agreed to provide services to CITY OF GOODLAND
(Contractor) during calendar year 2023
2. I have read, signed and attached the Exempt Status Fact Sheet and understand that an Independent Contractor is one who engages to perform certain services for another, according to his own manner, method, free from control and direction of his contractor in all matters connected with the performance of the service, except as to the result or product of the work.
3. I understand that based upon the representations in this Affidavit of Exempt Status, I am requesting that CITY OF GOODLAND (Insert contractor's name) consider my business to be that of an independent contractor; that I am not an employee under the Workers' Compensation Act and the policy issued by (Insurance Carrier).
4. I am an independent contractor, not an employee of the contractor. I do not want workers' compensation insurance and understand that I am not eligible for Workers' Compensation benefits.
5. I agree to obtain workers' compensation and employers' liability insurance for my employees if any, or otherwise be responsible for payment of earned premium for any employees determined to be mine, unless they are otherwise determined to be exempt from the requirements of the Workers' Compensation Act.
6. I have read, signed and attached the Exempt Status Fact Sheet describing what is an Independent Contractor and the information provided is not the result of force, threats, coercion, compulsion or duress.
7. I understand that the execution of the affidavit shall establish a rebuttable presumption that \{the executor\} is not an employee for purposes of the Workers' Compensation Act.
8. I understand that the execution of an affidavit shall not affect the rights or coverage of any employee of the individual executing the affidavit.
9. I understand that knowingly providing false information on an Affidavit of Exempt Status Under the Workers' Compensation Act shall constitute a misdemeanor punishable by a fine not to exceed One Thousand Dollars $(\$ 1,000.00)$ per violation.



Note: It is a crime to falsify the information on this form.

## EXEMPT STATUS FACT SHEET

An independent contractor is defined by law as one who engages to perform certain services for another, according to his own manner, method, free from control and direction of his contractor in all matters connected with the performance of the service, except as to the result or product of the work.

Below are statements to help you decide if you are an independent contractor. No one statement is controlling, and your status is based on all the facts in your situation.

1. The nature of the contract between you and the contractor shows you are independent from the contractor. For example: Is there a written contract where you agree that you are an independent contractor? Do you maintain commercial general liability insurance or other business insurance?
2. The contractor exercises very little control over the details of your work or independence. You exercise control over most of the details of the work? Do you create plans or specifications for the job? Do you set your own work hours?
3. You are engaged in a distinct occupation or business for others. Do you work for companies or individuals other than the Contractor? Do you work for competitors of the Contractor? Does your business have a logo or uniform?
4. Your job is the kind of occupation where the work is usually performed by a specialist without supervision, and not under the direction of the contractor.
5. Your occupation requires special skills, license, education or training.
6. The contractor does not supply the things needed to perform your job such as the tools and the place of work. Do you operate a vehicle owned by the contractor? Was the work performed at your business or the contractor's business location or jobsite?
7. The length of the job and how long you have worked for the Contractor does not show that you are really an employee. For example: Is this a one-time job, or will you be doing this for the contractor regularly?
8. You are paid as a separate contractor, not as an employee. Do you invoice the Contractor for your services? Do you file a federal income tax return for your business? Do you expect to receive an IRS Form 1099 from the Contractor?
9. Your work is not the regular business of the Contractor
10. You do not have the right to terminate the relationship without liability. For example: If you quit before the job is finished, is there a penalty?

Based upon these factors, do you believe that you are an independent contractor with exempt status?
SES
(WRITE YES OR NO)
signature Damon Ricteard damon rickard
(INDEPENDENT CONTRACTOR/EXECUTOR)
Note: Employers who knowingly and willfully require an employee or subcontractor to execute an affidavit when the employer knows that the employee or subcontractor is required to be covered under a workers' compensation insurance policy shall be liable for a civil penalty of up to $\$ 1,000.00$ per offense.

Proposal from
UTILITY SERVICE CO., INC.
535 Gen. Courtney Hodges Blvd • P O Box $1350 \cdot$ Perry, GA 31069
Toll-free: 855-526-4413 | Fax: 478-987-2991 usgwater.com

| Date: 05/08/23 | Submitted by: Jim Jackson |  | Local Phone: (785) 218-9061 |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: |
|  |  |  | SFID: 76335 |  | MP / CS Asset: $\boldsymbol{\nu}$ |
| Entity Proposal Submitted To "Cus City of Goodland, KS | tomer"): |  | $\begin{array}{\|l\|} \hline \text { Phone Number: } \\ \text { 785-821-2279 } \end{array}$ |  | Fax Number: |
| Street Address: <br> PO Box 59 |  |  | Description of Work to <br> Roof Repair | Performed: |  |
| City: Goodland | $\begin{array}{\|l\|} \hline \text { State: } \\ \text { KS } \end{array}$ | $\begin{aligned} & \text { Zip Code: } \\ & \mathbf{6 7 7 3 5} \end{aligned}$ | Asset Name: <br> Downtown tank |  |  |
| Accounts Payable Contact Name: <br> Kent Brown | Email: <br> kent.brow | oodlandks.gov | Job Site Address. 9th and Center |  |  |
| Job Contact (Inspection Reports): Neal Thornburg | Email: neal.thorn | @goodlandks.gov | County / Parish: <br> Sherman | Asset Size: 100K | Asset Style: <br> Standpipe |

Utility Service Co., Inc. agrees to provide all labor, equipment, and materials needed to complete the following:
Please see attached Exhibit(s), which are incorporated herein by reference:

1. Exhibit A - Scope of Work
2. Exhibit $\mathrm{B}-\mathrm{Terms}$ and Conditions

Please sign and date this proposal and fax one copy to our office.


## Exhibit A - Scope of Work

Miscellaneous Repairs

1. Utility Service Company, Inc. (USCI) will install exterior beams to roof to reinforce and raise the current roof to slope for drainage.
2. USCI will coat all new exterior parts and touch up exterior repair area as needed.
3. USCI will touch up coat interior repair area during the washout inspection of the tank.

## UTILITY SERVICE CO., INC.

535 Gen. Courtney Hodges Blvd • P O Box $1350 \cdot$ Perry, GA 31069
Toll-free: 855-526-4413 | Fax: 478-987-2991
usgwater.com

## Exhibit A - Scope of Work Continued

535 Gen. Courtney Hodges Blvd • P O Box 1350 • Perry, GA 31069<br>Toll-free: 855-526-4413 | Fax: 478-987-2991

## Exhibit B - Terms and Conditions

## A. GENERAL TERMS AND CONDITIONS

The Terms and Conditions (the "Terms") of this Proposal govern the sale of services (the "Services") by Utility Service Co., Inc. (which for purposes herein shall include its affiliates) to the Customer. All other terms, or variations to these Terms are excluded unless agreed explicitly in writing by a numbered amendment to this Proposal executed by Utility Service Co., Inc. and the Customer. Execution of the Proposal by the Customer, whether in writing, on the Internet, by electronic signature, or by e-mail transmission of a signed Proposal shall mean acceptance that these Terms are deemed incorporated into the Proposal and shall form the contract between the Customer and Utility Service Co., Inc. These Terms shall supersede all prior terms, understandings or Proposals between the Customer and Utility Service Co ., Inc. If any part of the Terms should be found to be invalid or unenforceable by a court or other competent authority, then the remainder of the Terms shall not be affected. Any notice to be given with respect to these Terms by either of the Parties shall be in writing. Notices to the Customer shall be sent to the Customer's address on the Proposal, and any notices to Utility Service Co., Inc., including notice of warranty claims by the Customer, shall be sent to: Utility Service Co., Inc., ATTN: Customer Service Department, 535 General Courtney Hodges Boulevard, Post Office Box 1350, Perry, Georgia 31069.

This Proposal has been issued based on the information provided by the Customer and on information currently available to Utility Service Co., Inc. at the time of Proposal issuance. Any changes or discrepancies in site conditions, concealed conditions where the Services will be performed, changes in environmental, health, and safety regulations or conditions, changes in Customer's financial standing, Customer's requirements, or any other relevant change or discrepancy in the factual basis upon which this Proposal was created may lead to changes in the offering, including but not limited to, changes in pricing, warranties, quoted scope of work, and/or terms and conditions. Unless stated otherwise in the Proposal, performance and/or payment bonds are not included in the price. These bonds can be purchased on request but will be at an additional cost.

## B. PRICES, PAYMENT TERMS, COMMITMENT OF CUSTOMER, CREDIT REPORTING AND TAXES

Prices, which are expressed in US Dollars, are only valid for the period stated in the Proposal. If not stated, the validity period is ninety (90) days. Unless otherwise stated in the Proposal, the full price shall be due and payable upon completion of the Services, which may or may not include the installation of Equipment. All of Utility Service Co., Inc.'s invoices are due and payable upon receipt. If any payment is not made by the Customer within sixty (60) calendar days following the date of the invoice, Utility Service Co., Inc. reserves the right to charge a late payment charge of one and one-half percent (1.5\%) per month of the outstanding past due balance. Any failure by Customer to make timely payment of any obligation under this Proposal shall be deemed a breach. Customer agrees to reimburse Utility Service Co., Inc. for all charges, costs, expenses and attorney's fees incurred to enforce or collect the amounts due under this Proposal. In the event Customer has a valid dispute with any invoice or amount due, such dispute must be communicated in writing to Utility Service Co., Inc. within thirty (30) days of the invoice date, describing the amount, issue and the reason for any dispute. Any amounts not disputed within this time frame will be deemed to be valid. Utility Service Co., Inc. and Customer agree to work expeditiously to resolve any dispute. Customer agrees to notify Utility Service Co., Inc. within thirty (30) days of any change in Customer's name, address, or phone number. By executing this Proposal, Customer authorizes Utility Service Co., Inc. to periodically request your credit reports and bank and trade references. Upon your request, we will inform you of the name and address of the reporting agency from which we received such a report, if any. The price listed in the Proposal excludes all taxes unless specifically stated otherwise in the Proposal. The Customer is responsible for payment of all applicable taxes, however designated or incurred in connection with the transactions under this Proposal, and agrees to reimburse Utility Service Co., Inc. for any taxes paid on Customer's behalf.

## c. DELIVERY OF SERVICES AND INSTALLATION OF EQUIPMENT

The provision of Services as contemplated herein might require the installation of certain equipment (the "Equipment") on the Customer's real property or on the improvements to the Customer's real property (e.g., water storage tank, etc.). All times and dates for the delivery of Services and/or installation of Equipment are approximate, but Utility Service Co., Inc. shall use its reasonable efforts to respect them. The Parties shall each make commercially reasonable efforts to schedule the Services after the date this Proposal is executed by the Customer. Utility Service Co., Inc. shall not be liable for any loss or damage resulting from late delivery of the Services or installation of Equipment.

## D. ACCESS TO CUSTOMER'S FACILITY OR REAL PROPERTY

Customer hereby agrees to provide Utility Service Co., Inc. with reasonable access to its facility or real property to perform the Services. "Reasonable access" shall include passable roads for ingress and egress as well as sufficient usable ground space for Utility Service Co., Inc.'s equipment and materials needed to perform the Services Unless otherwise provided in this Proposal, the price of this Proposal does not include the cost to lease additional real property so that Utility Service Co., Inc. will have sufficient usable ground space to stage its equipment and materials needed to perform the Services. Any such cost would be in addition to the price of the Proposal, and if needed, the Customer agrees to negotiate an amendment to this Proposal to modify the pricing in good faith.

## E. RISK OF LOSS

Risk of loss or damage to the Equipment, if applicable to this Proposal, shall pass to the Customer upon delivery of the Equipment to the named place of destination.

## F. TITLE TO EQUIPMENT

If the sale of Equipment is included in this Proposal, the title in the Equipment shall remain with Utility Service Co., Inc. until the price of the Proposal is paid in full. The Customer assents that Utility Service Co., Inc. may enter upon the Customer's real property and/or facility to repossess the Equipment if payment(s) are not received in full by their due date(s).

## G. SCOPE OF WARRANTY

Subject to the limitations contained herein, Utility Service Co., Inc. represents that for a period of one (1) year from the earlier of: (i) the completion of the Services (to include the installation of the Equipment, if applicable to this Proposal) or (ii) the Customer's return to use of the asset that is the subject matter of this Proposal ("Warranty Period"), the Services and Equipment, if applicable, will be free from defects in materials and workmanship and will substantially conform to the specifications set forth in Exhibit A ("Warranty"). WITH THE EXCEPTION OF THE REPRESENTATION IN THE FOREGOING SENTENCE, UTILITY SERVICE CO., INC. MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES OF ANY KIND WITH RESPECT TO THE SUBJECT MATTER HEREOF AND ALL OTHER WARRANTIES ARE HEREBY DISCLAIMED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE

## H. NOTIFICATION OF WARRANTY CLAIM

All claims filed under the Warranty provided in Section $G$ shall be made in writing by the Customer within thirty (30) calendar days of identifying a defect. Customer shall provide the written notice of the claim to Utility Service Co., Inc. pursuant to Section A above, and the Customer shall provide the following information in the written notice: (i) a description of the defect giving rise to the claim; (ii) photographs showing the defect; and (iii) if the claim is related to Equipment, the serial number(s) of the Equipment which is (are) the subject of the claim.

## I. EXCLUSIONS FROM WARRANTY

Occurrence of any of the following, as reasonably determined by Utility Service Co., Inc., will void the Warranty: (i) unauthorized alteration of any component(s) of the Services or the Equipment, if applicable, originally supplied by Utility Service Co., Inc., or (ii) intentional or negligent damage to Utility Service Co., Inc.'s work product or the Equipment, if applicable to this Proposal, caused by any other person or entity, including but not limited to, the Customer and its officers, employees, agents, contractors, and assigns

## J. VERIFICATION OF WARRANTY CLAIM

Utility Service Co., Inc. shall contact Customer following its receipt of notice of a claim under the Warranty. Utility Service Co., Inc. reserves the right to request additional information from the Customer or to conduct an on-site inspection of its work or the Equipment, if applicable to this Proposal, before accepting a claim. The Parties agree to cooperate and work in good faith to provide any additional information needed or to schedule an on-site visit by Utility Service Co., Inc.'s personnel to visibly inspect the work and the Equipment, if applicable. Furthermore, Utility Service Co., Inc. reserves the right to have a third party participate in the inspection of the work to verify whether the work or Equipment, if applicable, is defective under the terms of the Warranty.

## Exhibit B - Terms and Conditions (Continued)

## K. SATISFACTION OF WARRANTY CLAIM

If Utility Service Co., Inc. verifies, in good faith, that a claim under the Warranty is valid and not subject to an exclusion pursuant to Section I above, Utility Service Co., Inc. agrees to repair or replace, without expense to the Customer, any workmanship, materials, and/or Equipment, if applicable, furnished hereunder that may prove defective within the Warranty Period. The Warranty provided in this Proposal shall be the sole and exclusive remedy of the Customer.

## L. INDEMNIFICATION

Utility Service Co., Inc. shall indemnify and hold harmless Customer from all claims for physical damage to third party property or injury to persons, including death, to the extent caused by the negligence of Utility Service Co., Inc. or its officers, agents, employees, and/or assigns while engaged in activities under this Proposal. Customer shall likewise indemnify and hold harmless Utility Service Co., Inc. from all claims for physical damage to third party property or injury to persons, including death, to the extent caused by negligence of the Customer or its officers, agents, employees, and/or assigns. In the event such damage or injury is caused by joint or concurrent negligence of Utility Service Co., Inc. and Customer, the loss shall be borne by each Party in proportion to its negligence. For the purpose of this Section L, (i) "Third party" shall not include Customer or any subsequent owner of the property where the Services were performed or Equipment, if applicable, their subsidiaries, parents, affiliates, agents, successors or assigns including any operation or maintenance contractor, or their insurer; and (ii) no portion of the Equipment is "third party property".

## M. FORCE MAJEURE

Utility Service Co., Inc. shall not be liable to the Customer for non-performance or delay in performance of any of its obligations under this Proposal due to: (i) acts of God (which include, but are not limited to, tropical storms, hurricanes, tornadoes, and earthquakes), (ii) failure of the Internet or another network, (iii) war, (iv) riot, (v) civil commotion, (vi) embargo, (vii) labor disputes, (viii) labor strikes, (ix) fire, (x) flood, (xi) theft, (xii) epidemic, (xiii) pandemic (including COVID-19), (xiv) delay in delivery of services, materials, or equipment by subcontractors, suppliers, or manufacturers, (xv) shortage of labor or materials, or (xvi) any other unforeseen event (whether or not similar in nature to those specified) outside the reasonable control of Utility Service Co., Inc.

## N. LIMITATION OF LIABILITY

Neither the Customer nor Utility Service Co., Inc. shall be liable to the other for any economic (including, without limitation, loss of revenues, profits, contracts, business or anticipated savings), special, indirect, incidental, exemplary, punitive or consequential losses or damages or loss of goodwill in any way whether such liability is based on tort, contract, negligence, strict liability, product liability or otherwise arising from or relating to this Proposal or resulting from the use or the inability to use the Services or Equipment, if applicable to this Proposal, or the performance or non-performance of the Services or Equipment, if applicable. It is the responsibility of the Customer to insure itself in this regard if it so desires. The liability limit of Utility Service Co., Inc. and its affiliate companies under this Proposal, whether based in contract, warranty, tort (including negligence), strict liability, product liability or otherwise shall not exceed the price that the Customer agrees to pay Utility Service Co., Inc. in this Proposal.

## 0. GOVERNING LAW AND DISPUTE RESOLUTION

This Proposal and these Terms shall be construed in accordance with the laws of the state of Georgia without regard to the conflict of law principle. In the event of a dispute concerning this Proposal, the complaining Party shall notify the other Party in writing thereof. Management level representatives of both Parties shall meet at an agreed location and attempt to resolve the dispute in good faith. Should the dispute not be resolved within sixty (60) days after such notice, the complaining Party shall seek remedies exclusively through arbitration. The seat of arbitration shall be the federal district court closest to the location where the Services were performed or are scheduled to be performed, and the rules of arbitration will be the Commercial Arbitration Rules of American Arbitration Association, which are incorporated herein by reference into this Section 0 .

## City of Goodland

Month-end Fund Balance

## May 2023

| Fund No. | Fund | Beginning Balance | Deposits | Disbursements | Ending Balance | Investments | Total |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 02 | Economic Development | 0.00 | - | - | 0.00 | - | 0.00 |
| 03 | Museum Endowment | 8,077.34 | 7,296.34 | $(10,132.00)$ | 5,241.68 | 87,106.20 | 92,347.88 |
| 04 | Street Improvement | 0.00 | - | - | 0.00 | - | 0.00 |
| 05 | Cemetery Improvement | 48,467.38 | 22,719.20 | $(22,250.00)$ | 48,936.58 | 230,916.15 | 279,852.73 |
| 06 | Special Highway | 41,619.87 | 61,500.00 | $(70,000.00)$ | 33,119.87 | 123,800.00 | 156,919.87 |
| 07 | Self Insurance | 127,068.29 | 185,778.28 | $(169,523.73)$ | 143,322.84 | 365,000.00 | 508,322.84 |
| 09 | Airport Fund | 130,713.50 | 138,642.88 | $(142,000.00)$ | 127,356.38 | 265,100.00 | 392,456.38 |
| 11 | General | 527,474.24 | 207,901.80 | $(321,486.15)$ | 413,889.89 | 215,000.00 | 628,889.89 |
| 12 | Bond and Interest | 111,138.41 | 9,229.13 | $(9,000.00)$ | 111,367.54 | 66,100.00 | 177,467.54 |
| 13 | Library | - | - | - | - | - | - |
| 14 | Sales Tax | 6,044.84 | 18,253.05 | $(19,112.46)$ | 5,185.43 | -- | 5,185.43 |
| 15 | Electric Utility | 903,209.15 | 604,644.79 | $(526,293.42)$ | 981,560.52 | 200,000.00 | 1,181,560.52 |
| 18 | Municipal Court Diversion Fees | 5,079.91 | 6,788.72 | $(6,500.00)$ | 5,368.63 | 8,000.00 | 13,368.63 |
| 19 | Law Enforcement Trust | 115.74 | 6,533.27 | $(6,370.00)$ | 279.01 | 27,100.00 | 27,379.01 |
| 20 | Electric Meter Deposit | 27,447.39 | 33,728.00 | $(34,320.00)$ | 26,855.39 | 121,000.00 | 147,855.39 |
| 21 | Water Utility | 199,821.57 | 309,611.44 | $(283,165.55)$ | 226,267.46 | 320,000.00 | 546,267.46 |
| 22 | Water Service Deposit | 51,550.24 | 33,500.00 | $(33,600.00)$ | 51,450.24 | 38,500.00 | 89,950.24 |
| 23 | Sewer Utility | 101,744.22 | 96,475.46 | $(117,415.60)$ | 80,804.08 | 100,000.00 | 180,804.08 |
| 25 | Vehicle Inspections (VIN) | 11,432.35 | 5,198.96 | $(5,920.79)$ | 10,710.52 | 22,200.00 | 32,910.52 |
| 26 | Special Park \& Recreation | 1,568.99 | 2,500.00 | $(3,000.00)$ | 1,068.99 | 12,000.00 | 13,068.99 |
| 27 | Grant Improvement Reserve Fund | 11,666.56 | 521.46 | (500.00) | 11,688.02 | 34,500.00 | 46,188.02 |
| 28 | CID Projects | 0.00 | 9,314.44 | $(9,314.44)$ | 0.00 | - | 0.00 |
| 29 | Fire Equipment | - | - | - | - | - | - |
| 30 | Health and Sanitation | 36,612.68 | 49,726.49 | $(47,166.00)$ | 39,173.17 | 38,000.00 | 77,173.17 |
| 31 | Airport Improvement | $(28,707.02)$ | 5,000.00 | $(3,236.96)$ | $(26,943.98)$ | - | $(26,943.98)$ |
| 32 | Electric Reserve | 156,003.99 | 103,679.99 | $(80,000.00)$ | 179,683.98 | 374,000.00 | 553,683.98 |
| 33 | Water Reserve | 187,590.33 | 12,367.80 | $(13,000.00)$ | 186,958.13 | 90,000.00 | 276,958.13 |
| 34 | CDBG Grant | 0.00 | - | - | 0.00 | - | 0.00 |
| 35 | ARPA Project | 471,298.81 | 773.72 | - | 472,072.53 | 29,000.00 | 501,072.53 |
| 36 | M.E.R.F | 714,045.32 | 1,183,675.82 | $(1,177,856.49)$ | 719,864.65 | 1,752,800.00 | 2,472,664.65 |
| 37 | Sewer Reserve | 72,138.56 | 97,624.16 | $(97,000.00)$ | 72,762.72 | 152,000.00 | 224,762.72 |
| 38 | Capital Improvement Reserve Fund | 2,710,064.90 | 1,446,773.00 | $(1,435,000.00)$ | 2,721,837.90 | 2,188,000.00 | 4,909,837.90 |
| 39 | Efficiency KS Project | 0.00 | 137.13 | (137.13) | 0.00 | - | 0.00 |
| 40 | Insurance Proceeds Fund | 5,503.57 | 9.05 | - | 5,512.62 | - | 5,512.62 |
| 45 | Employee Benefits | 189,772.81 | 149,446.92 | $(205,971.17)$ | 133,248.56 | 148,000.00 | 281,248.56 |
| 46 | Library Employee Benefits | - | - | - | - | - | - |
| 48 | State Water Plan | 3,824.68 | 489.21 | - | 4,313.89 | - | 4,313.89 |
|  | TOTAL | 6,832,388.62 | 4,809,840.51 | $(4,849,271.89)$ | 6,792,957.24 | 7,008,122.35 | 13,801,079.59 |
|  | FNB Bank | - | - | - | - | 3,504,500.00 | 3,504,500.00 |
|  | BANKWEST | 6,830,388.62 | 4,804,000.79 | $(4,843,432.17)$ | 6,790,957.24 | 34,916.15 | 6,825,873.39 |
|  | Western State Bank | - | - | - | - | 3,402,500.00 | 3,402,500.00 |
|  | Ameriprise Ent. Inv. Services | - | - | - | - | 66,206.20 | 66,206.20 |
|  | Petty Cash | 2,000.00 | - | - | 2,000.00 | - | 2,000.00 |
|  | TOTAL | 6,832,388.62 | 4,804,000.79 | $(4,843,432.17)$ | 6,792,957.24 | 7,008,122.35 | 13,801,079.59 |


[^0]:    WHAT WE DO - Options Domestic \& Sexual Violence Services works to empower victims and survivors of domestic and sexual violence, dating violence, stalking, and sex trafficking through a variety of services including:
    24-hour Services - helpline, mobile services, crisis intervention, safe shelter, and emergency accommodations
    Advocacy - personal, medical, court, law enforcement, child/youth, and parent/child
    Support Services - supportive counseling, support group, and community awareness/education
    WHAT YOU CAN DO - Everyone has a unique skill that could help Options to better serve our clients and our community. Become a volunteer! Learn more at help4abuse.org/volunteer

