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. $07 / 17 / 2023$ Commission Meeting Minutes
B. Appropriation Ordinances 2023-15; 202315A; , 2023-P15
4. PRESENTATIONS \& PROCLAMATIONS
A. Police Intern Presentation
B. 811 Day Proclamation
5. ORDINANCES AND RESOLUTIONS
A. Ordinance 1764-2023 Standard Traffic Ordinance
B. Ordinance 1765-2023 Uniform Public Offense Code
6. FORMAL ACTIONS
A. Authorization to Apply for Dane G. Hansen Grant - FLOCK System
B. Memory Park Standpipe - Roof repair proposal
C. Approve Engineering Contract - Cost Share Project for Caldwell Av.
7. DISCUSSION ITEMS
A. 516 W. Hwy 24 \#406 - Building Official report
B. 1319 Cherry Av. - Building Official report
C. $\mathbf{1 2 2} \mathbf{~ W . ~} 14^{\text {th }}$ St.- Building Official report
D. Topics for Joint Meeting with County Commissioners and Hospital Board
8. REPORTS
A. City Manager
(1) Manager Memo
(2) Trackless Train Rental for Main Street Christmas special event
(3) Playground grant application update
(4) Water conservation sign contest
(5) Community BBQ - August 11
(6) RNR and Budget Hearing Notice to be published
B. City Commissioners
C. Mayor
9. ADJOURNMENT
A. Next Regular Meeting is Monday August 21, 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: August 7, 2023
SUBJECT: Agenda Report

## Consent Agenda:

A. 7-17-2023 Commission Meeting Minutes
B. 7-24-2023 Commission Special Meeting Minutes
C. Appropriation Ordinances 2023-15; 2023-15A; 2023-P15;

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

## Presentations \& Proclamations

A. Police Intern Presentation

Hayden Blochlinger who has served an internship with the police department over the summer will be presenting to the Commission on her experiences this summer with the police department.
B. 811 Day Proclamation.

Call before you dig!

## Ordinances and Resolutions:

A. Ordinance 1764-2023 Standard Traffic Ordinance

Municipal Judge/Clerk LeAnn Taylor will answer any questions regarding the changes to the 2023 Standard Traffic Ordinance (STO). The "Legal Forum", an article from the Kansas Government Journal by the League of Kansas Municipalities which discusses the relevant legislation which prompted changes to the STO, is included in the agenda packet. Staff recommends approval of the 2023 STO.
RECOMMENDED MOTION: "I move that we approve Ordinance 1764, AN ORDINANCE REGULATING THE TRAFFIC WITHIN THE CORPORATE LIMITS OF THE CITY OF GOODLAND, KANSAS; INCORPORATING BY REFERENCE THE "STANDARD TRAFFIC ORDINANCE FOR KANSAS CITIES," 50TH EDITION."
B. Ordinance 1765-2023 Uniform Public Offense Code.

Municipal Judge/Clerk LeAnn Taylor will also answer any questions regarding the changes to the 2022 Uniform Public Offense Code (UPOC). The same "Legal Forum" article prepared by the League of Kansas Municipalities as mentioned for the STO also reviews the changes to the UPOC. Staff recommends approval of the 2022 UPOC.

# RECOMMENDED MOTION: "I move that we approve Ordinance 1765, AN ORDINANCE REGULATING PUBLIC OFFENSES WITHIN THE CORPORATE LIMITS OF THE CITY OF GOODLAND, KANSAS; INCORPORATING BY REFERENCE THE "UNIFORM PUBLIC OFFENSE CODE FOR KANSAS CITIES," 39TH EDITION." 

## Formal Actions

A. Authorization to Apply for Dane G. Hansen Grant - FLOCK System

Staff is seeking authorization to apply for a Dane G. Hansen grant to install a FLOCK Safety System. Background information is included from prior meetings on the system. The grant would pay for the initial year of the system; although, there would be additional discussions on a renewal of the grant for the subsequent years.
RECOMMENDED MOTION: "I move that we approve the submission of the grant application to Dane G. Hansen for the installation and operation of the FLOCK Safety System within the City of Goodland."

## B. Memory Park Standpipe - Roof repair proposal

Staff recommends approval of the proposal from Maguire Iron. Maguire Iron will create submittal documents for approval before moving ahead with authorization from KDHE as well as construction.
RECOMMENDED MOTION: "I move that we approve the proposal from Maguire Iron for the roof repair to the Memory Park standpipe water tower for $\$ 62,500$ to be paid out of ARPA funds."
C. Approve Engineering Contract - Cost Share Project for Caldwell Av. The cost share project consists of patching, milling and the overlay of asphalt surfacing of the driving lanes of Caldwell Avenue from 10th Street to 17th Street funded by a KDOT grant. This contract with EBH is for developing plans \& specifications, completing bid specifications and oversight of the bid process, as well as setting out parameters for construction engineering and construction observation services. The cost of the contract is a maximum not to exceed $\$ 32,500$.
RECOMMENDED MOTION: "I move that we approve the contract with EBH for the Caldwell Avenue cost share grant project for a not to exceed cost of \$32,500."

## Discussion Items

A. 516 W. Hwy 24 \#306 - Building Official Report

Building Official Hildebrand will review the status of an unfit structure at 516 W. Hwy24 \#306.

## B. 1319 Cherry Av. - Building Official Report

Building Official Hildebrand will review the status of an unfit structure at 1319 Cherry Ave.

## C. 122 W. $14^{\text {th }}$ St.- Building Official Report

Building Official Hildebrand will review the status of an unfit structure at $122 \mathrm{~W} .14^{\text {th }} \mathrm{St}$.
D. Topics for Joint Meeting with County Commissioners and Hospital Board

Commission will be asked for agenda topics for joint meeting. Possible topics include:
Discussion of hospital direction and future plans.
Sales tax sunset and start of new sales tax (replacement).
Wolak building.
Update FEMA floodplain map panels.

## Reports:

A. City Manager
> Manager Memo
> Trackless Train Rental for Main Street - Christmas special event
> Playground grant application update
> Water conservation sign contest
> Community BBQ - August 11
> RNR and Budget Hearing Notice to be published
> Other items
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.

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

Mayor Thompson led Pledge of Allegiance

## PUBLIC COMMENT

CONSENT AGENDA
A. 07/03/23 Commission Meeting Minutes
B. 07/10/2023 Special Work Session Minutes
C. Appropriation Ordinances: 2023-14, 2023-14A, and 2023-P14

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

## FORMAL ACTIONS

A. Acceptance of 2022 Audit Report - Harold Mayes from Agler \& Gaeddert presented the 2022 Audit Report. Harold stated, the City received a modified opinion where the financial statement presents fairly in all material aspects the cash balances. There are no statutory violations. This year we added the schedule of federal awards because the City received more than $\$ 750,000$ in federal monies. The Federal Government requires an audit when you receive federal funding of this level. Cash balance in the General Fund is down because revenues were down and expenses were up. Special purpose fund balances for CIRF and MERF increased due to transfers in and minimal expenditures. The Airport Improvement fund shows a negative cash balance because we have to encumber the entire contract. It is not a statute violation because you will receive federal grant money to reimburse expenditures. Electric and Water Utility Fund balances are down and Sewer Utility was up a minimal amount. Utility reserves were up a little with revenues. Trust fund balances have decreased. The Museum Endowment has money both in an investment and cash, which is allowed because it is not part of City. The pension plan is not shown in the financial statements but shown as a foot note. When you add the utility fund and reserve balance, the City should have three month cash reserve. In Electric Utility you are close to being below that limit. Electric, Water and Solid Waste Utility Funds operated at a loss last year. Sewer Utility revenue increased a minimal amount. Mayor Thompson stated, I appreciate when you come in with a good report. Harold stated, we will file the report electronically with the State and Federal Government. ON A MOTION by Commissioner Redlin to accept the 2022 Audit Report seconded by Commissioner Showalter. MOTION carried on a VOTE of 4-0.
B. Playground Shade Project: Authorize to submit Sherman County Community Foundation Grant - Kent stated, as a citizen Page Ely approached the City requesting a shade structure be built over equipment in Steever or Gulick Park. She presented information to the Park Board. After the discussion, the board is in support of project and recommends the commission apply for
a grant from Sherman County Community Foundation. Page stated, we went to a park in another community that had a shade structure over the park equipment and it was a good experience. Some people cannot do the heat well. It not only benefits your citizens, but the longevity of your equipment. I reached out to the foundation about the project; they are in favor of it. There are many other grants available for this type of structure. Commissioner Showalter asked, do we have an estimate on cost? Kent stated, about $\$ 15,000$ to $\$ 25,000$. Commissioner Showalter asked, is this for one or two parks? Kent stated, at the board meeting we discussed starting with one. Mayor Thompson asked, how long will the shade last with our winds? Kent stated, our shades at the pool have been there about twelve years. The poles will last longer than the shade. A previous community I was in had pool shades for twenty years. Mayor Thompson stated, I think this is a cool idea, especially this time of year. Page stated, after reaching out to the foundation, an individual told me they had same request and asked that I follow up on project. There is a lot of support. We do not need one in all parks. If we start with one park, it will give people options. Kent stated, the question about the wind was discussed at the board meeting. In other communities I have been in, they experienced high winds and there was no damage. The structures in our pool have held up. The way they are built there is about a 15 to 20 degree difference under the shade. Commissioner Showalter stated, I feel this is a good idea and need to move ahead. Consensus of the Commission is to move forward with project.
C. Power Plant Compressor Bids - Dustin stated, we started budgeting for the compressors a few years ago. The price was a lot less then. Chris Douglas reached out to four vendors and received two responses. Ingersoll-Rand had a representative visit the plant to determine our needs. The compressors are required for us to start the generating units. We have had several issues with existing compressors and have a lot of band aid repairs. It is hard to find parts for existing equipment. We budgeted $\$ 32,000$ but price is higher so we will need to use electric reserve for remaining cost. Ingersoll-Rand bid the complete system while Gardner Denver bid was missing a part for the unit. Commissioner Redlin asked, will they install the system? Dustin stated, yes. Vice-Mayor Howard asked, is there a good service warranty? Dustin stated, it is better than what we have and it has been a while since the compressors were replaced. Commissioner Showalter asked, do we have estimated delivery time? Dustin stated, I hope sooner than other equipment we have had to wait on. Vice-Mayor Howard stated, the good thing is they visited and know what equipment we need. Mayor Thompson asked, if it appears to be extended delivery time, can we run current equipment? Dustin stated, our issues started a year ago and we keep pushing it down the road but I feel we need to get it done now. We completed our capacity testing so now will only do maintenance runs. I believe looking at it, earliest delivery is October and latest delivery is right before Christmas. ON A MOTION by Commissioner Showalter to approve the bid from Ingersoll-Rand in the amount of $\$ 42,274.87$ seconded by Commissioner Redlin. MOTION carried on a VOTE of 4-0.
D. Appoint Representatives to LKM Business Meeting - Kent stated, this is the annual league meeting at league conference. According to bylaws, Goodland can appoint two delegates and two alternate delegates for the business meeting. Commission is allowed to attend if dates work. I am attending conference and recommend commission appoint myself unless there are two commissioners attending. ON A MOTION by Commissioner Showalter to appoint Kent Brown as the City representative for the annual league meeting seconded by Vice-Mayor Howard. MOTION carried on a VOTE of 4-0.

## MINUTES

Goodland City Commission
July 17, 2023
Page 3

## DISCUSSION

A. 2024 Budget Review: Resolution 1615 A Resolution of the City of Goodland, Kansas Regarding the Governing Body's Intent to Levy a Property Tax Exceeding the Revenue Neutral Rate - Kent stated, to review the last few budget discussions, staff presented a budget that would require a reduction of $\$ 329,000$ to meet same advalorem tax as previous budget or $\$ 575,000$ to meet RNR. At the second meeting, staff presented a list of recommended cuts from General Fund, Employee Benefits and Airport Fund to get to a reasonable level. Commission reviewed the cuts, requesting a special meeting July $10^{\text {th }}$, which resulted in commission removing $\$ 87,000$ from the list and adjustments to utility (franchise) transfer amounts to the General Fund. The budget presented is 50.167 mills which is an increase of 1.291 over 2023 budget and in line with levy last twenty years. Before resolution is considered, does commission have additional changes to budget? If that is not the case, we can address utility funds later. Tonight we only have to approve maximum mill levy to submit to the County Clerk for publication. Mayor Thompson asked, we can always decrease published amount? Kent stated, yes if the commission sees a need after hearing. Particular line items in budget do not need to be decided right now. The state form was included in your packet and funds not affected by mill levy can change until publication in newspaper. We are presenting the resolution which sets the maximum rate the commission is proposing for submission to County Clerk. If information in resolution agrees with commission's intention, resolution is ready for approval. Mayor Thompson asked, is everyone comfortable with rate set? ON A MOTION by Vice-Mayor Howard to approve Resolution 1615: A Resolution of the City of Goodland, Kansas Regarding the Governing Body's Intent to Levy a Property Tax Exceeding the Revenue Neutral Rate seconded by Commissioner Redlin. MOTION carried on a VOTE of 4-0.
B. 516 W. Hwy 24 \#306: Building Official Report - Zach stated, this is only for commission information at this time because property owner is planning on removing the trailer. A neighbor called regarding odor of deceased animal from the trailer. The Animal Control Officer has inspected trailer. I gave owner two weeks to get animals a new home because trailer is not a kennel, his time is up tomorrow. Commissioner Redlin asked, what is the time table to move trailer? Zach stated, time is up this Saturday so should be done by next meeting.
C. 321 Broadway: Building Official Report - Zach stated, this is the property with shipping container on the property. He had a permit to build a house on lot but has not started to date. He has been informed he has to remove container and fill in holes on foundation. Vice-Mayor Howard stated, that will make neighbors a little happier. Kent stated, if we proceed on this property it will be through District Court. Jake stated, if the case is through City Court it is an enforcement issue which is a citation with a warrant. We will not pick him up for citation. Through District Court it is a civil matter which allows us to abate property. Our goal is to get the property removed. Zach stated, regarding mowing, we have sent 102 letters and will be billing 47 properties for mowing. Per contract our mower has two days to start and five days to complete list of properties on list.
D. Identify Joint Meeting Dates with Hospital Board \& County Commission - Kent asked, does the second Monday in August work with commission schedules? Consensus of Commission is that a joint meeting August $14^{\text {th }}$ will work with schedules. Kent stated, I will confirm with the hospital administrator and county commission.

## REPORTS

A. City Manager - 1. Manager memo is in the packet. 2. June month end financial report is in the packet. 3. Police monthly activity report in packet. 4. Neal provided update on sewer repair
project. Neal stated, the liners should be done Tuesday or Wednesday. Kent stated, they will provide video of before and after. They completed line under west school today so line is in much better shape. 5. At planning session the commission wanted to host a community BBQ or something similar. The last concert in the park is August $11^{\text {th }}$ at Steever Park. I want to confirm you would like staff to proceed. I would ask all commissioners to attend the event. Mayor Thompson stated, event last year went well. Consensus of commission is to proceed with event.
B. City Commissioners

Vice-Mayor Howard - 1. No Report
Commissioner Showalter - 1. No Report
Commissioner Myers - 1. Absent, No Report.
Commissioner Redlin - 1. No Report
C. Mayor Thompson- 1. No Report

ADJOURNMENT WAS HAD ON A MOTION BY Commissioner Redlin seconded by Commissioner Showalter. Motion carried by unanimous VOTE, meeting adjourned at 6:10 p.m. Next meeting is scheduled for August 7, 2023.

## ATTEST:

Aaron Thompson, Mayor

Mary P. Volk, City Clerk

# GOODLAND CITY COMMISSION <br> Special Commission Meeting 

July 24, 2023
5:15 P.M.
Mayor Aaron Thompson called the meeting to order with Vice-Mayor J. J. Howard, Commissioner Jason Showalter, Commissioner Ann Myers and Commissioner Brook Redlin responding to roll call.

Also present from the City were Joshua Jordan - IT Director, Mary Volk - City Clerk and Kent Brown City Manager.

## Mayor Thompson led Pledge of Allegiance

## DISCUSSION AND ACTION ITEMS

A. Request to cancel Contract with Midwest Tank Company, Inc. d/b/a USG Water - Kent stated, we requested meeting because of our contract on standpipe and the provision for notice of termination by August $1^{\text {st }}$ in contract. The contract with Midwest Tank Company for the standpipe was signed on December 18, 1992; they have changed names many times in recent years. This remains the contract they operate under. The contract holds Midwest Tank Company responsible for the care and maintenance of the standpipe including the following: biennial draining and cleaning, any and all repairs, interior and exterior painting, and emergency service at no additional cost. The contract may be cancelled only if intent to cancel is received by registered mail signed by three elected officials prior to August $1^{\text {st }}$ preceding the calendar year for service. No one has been here since 2020. We are requesting to cancel the contract for next year and asking to hold payment until receive a report on standpipe. Mayor Thompson asked, what will we do about maintenance on the standpipe? Kent stated, we have contacted both Viking and Maguire Iron who have submitted bids to repair roof on standpipe. At the next meeting we will address the bids and maintenance. These two companies have been more professional to date. Mayor Thompson stated, you have been doing due diligence to get Midwest Tank Company to contact us and they are not following through. We have two companies willing to do what we need done so your request seems right. ON A MOTION by Mayor Thompson to cancel contract with Midwest Tank Company, Inc. d/b/a USG Water effective immediately seconded by Vice-Mayor Howard. MOTION carried on a VOTE of 5-0.

ADJOURNMENT WAS HAD ON A MOTION Commissioner Redlin seconded by Commissioner Showalter. Motion carried by unanimous VOTE, meeting Adjourned at 5:21 p.m.

ATTEST:
Aaron Thompson, Mayor

Mary P. Volk, City Clerk

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AGLER \& GAEDDERT

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MULTIFOLD PAPER TOWELS
SHOCK/POOL
CLASSIC PEDAL CAR
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| PR20230714 | 3 | 7/14/23 | AF CANCER AT | 21-00-0012 | N | 9.90 | 3045755 | 7/21/23 | E |
| PR20230714 | 4 | 7/14/23 | AMER FID CANCER | 11-00-0012 | N | 116.84 | 3045755 | 7/21/23 | E |
| PR20230714 | 5 | 7/14/23 | AMER FID CANCER | 15-00-0012 | N | 137.85 | 3045755 | 7/21/23 | E |
| PR20230714 | 6 | 7/14/23 | AMER FID CANCER | 21-00-0012 | N | 26.95 | 3045755 | 7/21/23 | E |
| PR20230714 | 7 | 7/14/23 | AMER FID LIFE | 11-00-0012 | N | 241.72 | 3045755 | 7/21/23 | E |
| PR20230714 | 8 | 7/14/23 | AMER FID LIFE | 15-00-0012 | N | 229.78 | 3045755 | 7/21/23 | E |
| PR20230714 | 9 | 7/14/23 | AMER FID LIFE | 21-00-0012 | N | 114.75 | 3045755 | 7/21/23 | E |
| PR20230714 | 10 | 7/14/23 | AM FID ACCIDENT | 11-00-0012 | N | 67.85 | 3045755 | 7/21/23 | E |
| PR20230714 | 11 | 7/14/23 | AM FID ACCIDENT | 15-00-0012 | N | 84.75 | 3045755 | 7/21/23 | E |
| PR20230714 | 12 | 7/14/23 | AM FID HoSPITAL | 11-00-0012 | N | 26.99 | 3045755 | 7/21/23 | E |
| PR20230714 | 13 | 7/14/23 | AM FID HoSPITAL | 15-00-0012 | N | 26.99 | 3045755 | 7/21/23 | E |
| PR20230714 | 14 | 7/14/23 | AM FID HoSPITAL | 21-00-0012 | N | 15.93 | 3045755 | 7/21/23 | E |
| PR20230714 | 15 | 7/14/23 | AM FD DISABILTY | 11-00-0012 | N | 112.72 | 3045755 | 7/21/23 | E |
| PR20230714 | 16 | 7/14/23 | AF CRITICAL CR | 11-00-0012 | N | 13.94 | 3045755 | 7/21/23 | E |
| PR20230714 | 17 | 7/14/23 | AF CRITICAL CR | 15-00-0012 | N | 8.77 | 3045755 | 7/21/23 | E |
| PR20230728 | 1 | 7/28/23 | AF CANCER AT | 11-00-0012 | N | 29.35 | 3045763 | 8/04/23 | E |
| PR20230728 | 2 | 7/28/23 | AF CANCER AT | 15-00-0012 | N | 21.85 | 3045763 | 8/04/23 | E |
| PR20230728 | 3 | 7/28/23 | AF CANCER AT | 21-00-0012 | N | 9.90 | 3045763 | 8/04/23 | E |
| PR20230728 | 4 | 7/28/23 | AMER FID CANCER | 11-00-0012 | N | 116.84 | 3045763 | 8/04/23 | E |
| PR20230728 | 5 | 7/28/23 | AMER FID CANCER | 15-00-0012 | N | 137.85 | 3045763 | 8/04/23 | E |
| PR20230728 | 6 | 7/28/23 | AMER FID CANCER | 21-00-0012 | N | 26.95 | 3045763 | 8/04/23 | E |
| PR20230728 | 7 | 7/28/23 | AMER FID LIFE | 11-00-0012 | N | 241.72 | 3045763 | 8/04/23 | E |
| PR20230728 | 8 | 7/28/23 | AMER FID LIFE | 15-00-0012 | N | 229.78 | 3045763 | 8/04/23 | E |
| PR20230728 | 9 | 7/28/23 | AMER FID LIFE | 21-00-0012 | N | 114.75 | 3045763 | 8/04/23 | E |
| PR20230728 | 10 | 7/28/23 | AM FID ACCIDENT | 11-00-0012 | N | 67.85 | 3045763 | 8/04/23 | E |
| PR20230728 | 11 | 7/28/23 | AM FID ACCIDENT | 15-00-0012 | N | 84.75 | 3045763 | 8/04/23 | E |
| PR20230728 | 12 | 7/28/23 | AM FID HoSPITAL | 11-00-0012 | N | 26.99 | 3045763 | 8/04/23 | E |
| PR20230728 | 13 | 7/28/23 | AM FID HOSPITAL | 15-00-0012 | N | 26.99 | 3045763 | 8/04/23 | E |
| PR20230728 | 14 | 7/28/23 | AM FID HoSPITAL | 21-00-0012 | N | 15.93 | 3045763 | 8/04/23 | E |
| PR20230728 | 15 | 7/28/23 | AM FD DISABILTY | 11-00-0012 | N | 112.72 | 3045763 | 8/04/23 | E |
| PR20230728 | 16 | 7/28/23 | AF CRITICAL CR | 11-00-0012 | N | 13.94 | 3045763 | 8/04/23 | E |
| PR20230728 | 17 | 7/28/23 | AF CRITICAL CR | 15-00-0012 | N | 8.77 | 3045763 | 8/04/23 | E |
|  |  |  | AMERICAN FID |  |  | 2573.86 |  |  |  |
|  |  | 1390 | AMERICAN FIDELITY |  |  |  |  |  |  |
| PR20230714 | 1 | 7/14/23 | AF MED REIMBURS | 11-00-0012 | N | 320.83 | 3045756 | 7/21/23 | E |
| PR20230714 | 2 | 7/14/23 | AF MED REIMBURS | 15-00-0012 | N | 274.17 | 3045756 | 7/21/23 | E |
| PR20230714 | 3 | 7/14/23 | AF MED REIMBURS | 21-00-0012 | N | 114.59 | 3045756 | 7/21/23 | E |
| PR20230728 | 1 | 7/28/23 | AF MED REIMBURS | 11-00-0012 | N | 320.83 | 3045764 | 8/04/23 | E |
| PR20230728 | 2 | 7/28/23 | AF MED REIMBURS | 15-00-0012 | N | 274.17 | 3045764 | 8/04/23 | E |
| PR20230728 | 3 | 7/28/23 | AF MED REIMBURS | 21-00-0012 | N | 114.59 | 3045764 | 8/04/23 | E |
|  |  |  | AMERICAN FIDELITY |  |  | 1419.18 |  |  |  |
|  |  | 1778 | APAC, INC.-SHEARS |  |  |  |  |  |  |
| 8001862781 | 1 | 7/19/23 | COLD MIX | 11-11-3120 |  | 1756.77 | 66913 | 8/07/23 |  |
|  |  |  | APAC, INC.-SHEARS |  |  | 1756.77 |  |  |  |

19 B \& K PUMPING, INC

|  |  |  |  |  |  | TRACK |  |  |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| INVOICE NO | LN | DATE | PO | NO | REFERENCE | CD | GL Account | 1099 | NET | CHECK |  |  | DAT |



11-09-2140
4850.00
---------1850.00

66914 8/07/23

15-40-2090
15-40-2090 11-03-2100 11-13-2100 11-15-2100 11-13-2100 11-13-2100

11-00-0012
15-00-0012
/SHIP

BLUE CROSS - BLUE SHIELD

11-13-4050
BLUEGLOBES, INC
$15-42-3050$
$15-42-3050$ $15-42-3050$
$15-42-3050$
REELS OF \#2TRIPLEX CONCH X
REELS OF \#4 TRIPLEX X 1
GLOVE SLEEVE BAGS, HARDWARE
BORDER STATES INDUSTRIES

3622 BRANNAN AGGREGATES

| 344977 | 1 | $7 / 18 / 23$ | $1 / 2^{\prime \prime}$ ASPHALT |
| :--- | :--- | :--- | :--- |
| 345022 | 1 | $7 / 19 / 23$ | $1 / 2^{\prime \prime}$ ASPHALT |
| 345124 | 1 | $7 / 20 / 23$ | $1 / 2^{\prime \prime}$ ASPHALT |
| 345124 | 2 | $7 / 20 / 23$ | $1 / 2^{\prime \prime}$ ASPHALT |
| 345124 | 3 | $7 / 20 / 23$ | $1 / 2^{\prime \prime}$ ASPHALT |
| 345481 | 1 | $7 / 21 / 23$ | $1 / 2^{\prime \prime}$ ASHPALT |
|  |  |  |  |
| BRANNAN AGGREGATES |  |  |  |

$06-01-312$
$06-01-312$
$06-01-312$
$06-01-312$
$06-01-312$
$06-01-312$

4018 BRENNA HENRY
GEN23-317
1 7/20/23
DGH GRANT WRITING
11-03-2140
BRENNA HENRY
519 CITY OF GOODLAN
PR20230728

5-00-0012

500.00

66919 8/07/23

| 297.89 | 66915 | $8 / 07 / 23$ |
| ---: | ---: | ---: |
| 96.31 | 66915 | $8 / 07 / 23$ |
| 42.97 | 66915 | $8 / 07 / 23$ |
| 29.07 | 66915 | $8 / 07 / 23$ |
| 38.89 | 66915 | $8 / 07 / 23$ |
| 33.83 | 66915 | $8 / 07 / 23$ |
| 28.50 | 66915 | $8 / 07 / 23$ |
| --------1 |  |  |
| 567.46 |  |  |

N $\quad 9.27 \quad 3045759 \quad 8 / 04 / 23 \mathrm{E}$ $\mathrm{N} \quad 23.25 \quad 3045759 \quad 8 / 04 / 23 \mathrm{E}$
32.52
$\qquad$ 66916 8/07/23
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$$
356.31
$$

| 5493.60 | 66917 | $8 / 07 / 23$ |
| :---: | :---: | :---: |
| 1651.36 | 66917 | $8 / 07 / 23$ |
| 3227.35 | 66917 | $8 / 07 / 23$ |
| ---------1 |  |  |
| 10372.31 |  |  |


| 66918 | $8 / 07 / 23$ |
| :--- | :--- |
| 66918 | $8 / 07 / 23$ |
| 66918 | $8 / 07 / 23$ |
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| 66918 | $8 / 07 / 23$ |

500.00
$\qquad$ 3045760 8/04/23 E

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

70297
70298

5192-2

GEN23-336
GEN23-336 GEN23-336 GEN23-336 GEN23-336 GEN23-336 GEN23-336 GEN23-336 GEN23-336 GEN23-336 GEN23-336 GEN23-336 GEN23-336 GEN23-336 GEN23-336
94529697
94529697

94529697

|  | 184 | DEPENDA |
| :--- | :--- | :--- |
| 1 | $7 / 18 / 23$ |  |
| 1 | $7 / 18 / 23$ |  |
|  |  |  |
|  |  | 2682 |
|  |  |  |
|  | $7 / 17 / 23$ |  |

DEPENDABLE GLASS SERVICE

PANTS/EMBROIDER

EAGLE COMMUNICATIONS

1. $7 / 21 / 23$ ESRI
$17 / 17 / 23$
DESIGNS

TELEPHONE/INTERNEI
TELEPHONE/INTERNET
TELEPHONE/INTERNET TELEPHONE/INTERNET TELEPHONE/INTERNET TELEPHONE/INTERNET TELEPHONE/INTERNET TELEPHONE/INTERNET TELEPHONE/INTERNET TELEPHONE/INTERNET TELEPHONE/INTERNE TELEPHONE/INTERNET TELEPHONE/INTERNET
TELEPHONE/INTERNET

GIS LICENCE
GIS LICENCE

ESRI
517 EVANS, BIERLY, HUTCHISON
1 7/27/23
1 7/27/23
AIRPORT SEAL \& PAINT
SNOW EQUIPMENT REMOVAL
EVANS, BIERLY, HUTCHISON \&

## 211 FARM PLAN

1 6/23/23
$16 / 23 / 23$
$16 / 28 / 23$
$1 \quad 6 / 30 / 23$
1 7/06/23
1 7/10/23
$\begin{array}{ll}1 & 7 / 10 / 23 \\ 1 & 7 / 10 / 23\end{array}$
$\begin{array}{ll}1 & 7 / 10 / 23 \\ 1 & 7 / 10 / 23\end{array}$
1 7/11/23
1 7/13/23

BEARING \& SEAL KITS/\#21 TRACT SEAL KIT/\#21 MOWING TRACTOR WET BROOM LEFT/RIGHT END NOZZL SHEAVE
ORING, FLEX HYD HOSE, FITTING ORING, 1/4" HYD HOSE
3/8"BARB X $1 / 2$ " M BOSS, HOSE ORING, FITTING 3/8"FLEX HYDHOS CAP
HYDR QUICK/\#21 CX15 MOWER

11-02-2180 11-03-2180 11-04-2180 11-06-2180 11-06-2180 11-09-2180 11-11-2100 $11-15-2100$
$11-17-2180$ $11-17-2180$
$11-25-2180$ 15-40-210 15-42-2100 15-44-2180 21-40-2180 21-42-2100 23-41-2180

11-11-3060 11-11-3060 11-15-3060 21-40-3060 11-11-3060 11-11-3060 11-11-3060 11-11-3060 11-11-3060 11-11-3060

11-15-3120
11-25-3120

1-11-3160 $\qquad$ 66921 8/07/23
8.00

| 281.43 | 66923 | $8 / 07 / 23$ |
| ---: | ---: | ---: |
| 413.42 | 66923 | $8 / 07 / 23$ |
| 123.78 | 66923 | $8 / 07 / 23$ |
| 52.42 | 66923 | $8 / 07 / 23$ |
| 152.52 | 66923 | $8 / 07 / 23$ |
| 181.31 | 66923 | $8 / 07 / 23$ |
| 123.78 | 66923 | $8 / 07 / 23$ |
| 123.78 | 66923 | $8 / 07 / 23$ |
| 181.31 | 66923 | $8 / 07 / 23$ |
| 210.07 | 66923 | $8 / 07 / 23$ |
| 181.31 | 66923 | $8 / 07 / 23$ |
| 267.60 | 66923 | $8 / 07 / 23$ |
| 123.78 | 66923 | $8 / 07 / 23$ |
| 152.54 | 66923 | $8 / 07 / 23$ |
| 123.73 | 66923 | $8 / 07 / 23$ |
| ---------1 |  |  |
| 2692.78 |  |  |
|  |  |  |
| 275.00 | 66924 | $8 / 07 / 23$ |
| 275.00 | 66924 | $8 / 07 / 23$ |
| ------------ |  |  |
| 550.00 |  |  |


| M | 3453.01 | 66925 | $8 / 07 / 23$ |
| :--- | ---: | ---: | ---: |
| $M$ | 2292.19 | 66925 | $8 / 07 / 23$ |

5745.20

66926 8/07/23 66926 8/07/23

$$
\begin{array}{ll}
66926 & 8 / 07 / 23 \\
66926 & 8 / 07 / 23
\end{array}
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$$
\begin{array}{rrr}
70.28 & 66926 & 8 / 07 / 23 \\
114.50 & 66926 & 8 / 07 / 23 \\
68.36 & 66926 & 8 / 07 / 23
\end{array}
$$

$$
\begin{array}{rrr}
114.30 & 66926 & 8 / 07 / 23
\end{array}
$$

$$
\begin{array}{lll}
147.20 & 66926 & 8 / 07 / 23 \\
168.50 & 66926 & 8 / 07 / 23
\end{array}
$$ 66926 8/07/23

$$
\begin{aligned}
& 15.00 \\
& 70.28
\end{aligned}
$$

$\begin{array}{rrr}168.50 & 66926 & 8 / 07 / 23 \\ 9.23 & 66926 & 8 / 07 / 23\end{array}$
14.22


INVOICE NO
LN DATE PO NO REFERENCE




| INVOICE NO | LN | DATE | PO NO |
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|  |  | 427 SHOR | NAPA |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 283823 | 2 | 6/26/23 | OIL/10W30 | 11-15-3070 | 50.76 | 66965 | 8/07/23 |
| 283829 | 1 | 6/26/23 | FLOOR DRY | 11-11-3120 | 41.97 | 66965 | 8/07/23 |
| 283855 | 1 | 6/26/23 | 12/2 WIRE | 15-40-3030 | 46.86 | 66965 | 8/07/23 |
| 283859 | 1 | 6/26/23 | POOL KEYS \& SPRAYER | 11-15-3120 | 51.95 | 66965 | 8/07/23 |
| 283865 | 1 | 6/26/23 | OIL FILTER/RANGER | 11-15-3060 | 4.00 | 66965 | 8/07/23 |
| 283865 | 2 | 6/26/23 | OIL | 11-15-3070 | 20.68 | 66965 | 8/07/23 |
| 283909 | 1 | 6/26/23 | CLAMP CONNECTOR | 15-42-3050 | 12.40 | 66965 | 8/07/23 |
| 283925 | 1 | 6/26/23 | DRIP HOSES FOR TREES | 11-15-3060 | 32.86 | 66965 | 8/07/23 |
| 283962 | 1 | 6/27/23 | SHock | 11-11-3170 | 80.96 | 66965 | 8/07/23 |
| 283987 | 1 | 6/27/23 | BOLTS \& NUTS | 21-42-3120 | 32.92 | 66965 | 8/07/23 |
| 284010 | 1 | 6/27/23 | TRASH BAGS, HOSE REPAIR, BRUSH | 11-15-3120 | 112.64 | 66965 | 8/07/23 |
| 284040 | 1 | 6/27/23 | CAUTION TAPE | 11-23-3110 | 9.99 | 66965 | 8/07/23 |
| 284111 | 1 | 6/28/23 | ACTUATOR | 11-11-3170 | 123.18 | 66965 | 8/07/23 |
| 284281 | 1 | 6/29/23 | CABLE CLAMPS,WIRE/RECYCLE BINS | 11-02-3120 | 154.54 | 66965 | 8/07/23 |
| 284291 | 1 | 6/29/23 | CREDIT/WIRE | 11-02-3120 | 95.12- | 66965 | 8/07/23 |
| 284386 | 1 | 6/29/23 | PLUNGER, URINAL BLOCKS | 11-15-3120 | 19.98 | 66965 | 8/07/23 |
| 284680 | 1 | 7/03/23 | FLAG CLIP | 11-02-3060 | 11.38 | 66965 | 8/07/23 |
| 284821 | 1 | 7/05/23 | SCREWS FOR REGISTRATION BOX | 11-15-3120 | 3.20 | 66965 | 8/07/23 |
| 284836 | 1 | 7/05/23 | FARM CLEVIS | 11-11-3020 | 59.98 | 66965 | 8/07/23 |
| 284898 | 1 | 7/05/23 | BATTERY | 11-03-3170 | 124.49 | 66965 | 8/07/23 |
| 284905 | 1 | 7/05/23 | BATTERY CORE | 11-03-3170 | 20.00- | 66965 | 8/07/23 |
| 284947 | 1 | 7/06/23 | COUPLING | 15-42-3060 | 52.54 | 66965 | 8/07/23 |
| 284989 | 1 | 7/06/23 | COUPLER, FILL VALVE | 11-11-3170 | 27.74 | 66965 | 8/07/23 |
| 285004 | 1 | 7/06/23 | ANCHORS/HOOKS POOL FENCE | 11-25-3030 | 5.36 | 66965 | 8/07/23 |
| 285019 | 1 | 7/06/23 | SPRING | 15-40-3060 | 2.90 | 66965 | 8/07/23 |
| 285020 | 1 | 7/06/23 | OIL ABSORBENT, SHOP TOWELS | 11-11-3060 | 156.65 | 66965 | 8/07/23 |
| 285041 | 1 | 7/06/23 | ZIPTIES | 11-11-3170 | 36.98 | 66965 | 8/07/23 |
| 285122 | 1 | 7/07/23 | CARRIAGE BOLTS | 11-11-3120 | 2.99 | 66965 | 8/07/23 |
| 285157 | 1 | 7/07/23 20234 | BRUSH X 2 | 11-25-3120 | 24.98 | 66965 | 8/07/23 |
| 285331 | 1 | 7/10/23 | CLEANING SUPPLIES | 11-15-3120 | 30.93 | 66965 | 8/07/23 |
| 285354 | 1 | 7/10/23 | EXT UNUT/\#29 | 11-11-3060 | 13.34 | 66965 | 8/07/23 |
| 285375 | 1 | 7/10/23 | LED WPF/PJ DUMP TRAILER | 11-11-3060 | 18.28 | 66965 | 8/07/23 |
| 285414 | 1 | 7/10/23 | HARDWARE | 15-42-3050 | 10.25 | 66965 | 8/07/23 |
| 285420 | 1 | 7/10/23 | WIRE, HOSE CLAMPS/SPRINKER RPR | 11-15-3120 | 15.66 | 66965 | 8/07/23 |
| 285578 | 1 | 7/11/23 | KEYS | 15-42-3120 | 6.54 | 66965 | 8/07/23 |
| 285617 | 1 | 7/12/23 | LATCHES/CODE ENF PICKUP | 11-09-3170 | 44.45 | 66965 | 8/07/23 |
| 285625 | 1 | 7/12/23 | TAIL GATE HANDLE, DOOR LOCK | 11-09-3170 | 15.57 | 66965 | 8/07/23 |
| 285653 | 1 | 7/12/23 | LIFTING BRACKET SET | 11-11-3060 | 33.99 | 66965 | 8/07/23 |
| 285658 | 1 | 7/12/23 | OIL/AIR FILTER \#29 | 11-11-3060 | 41.89 | 66965 | 8/07/23 |
| 285768 | 1 | 7/13/23 | NIPPLES, BUSHING/HYDRANT REPAI | 11-19-3120 | 29.37 | 66965 | 8/07/23 |
| 285774 | 1 | 7/13/23 | NIPPLES, VALVE/HYDRANT REPAIR | 11-19-3120 | 35.98 | 66965 | 8/07/23 |
| 285799 | 1 | 7/13/23 | GASKET CRANKCASE, SEAL/OIL | 11-11-3060 | 35.34 | 66965 | 8/07/23 |
| 285826 | 1 | 7/13/23 | WAter valve | 11-11-3060 | 15.99 | 66965 | 8/07/23 |
| 285889 | 1 | 7/14/23 | WHEEL FLAP X 2 | 21-42-3020 | 15.25 | 66965 | 8/07/23 |
| 285898 | 1 | 7/14/23 | O-RING | 11-25-3120 | 7.75 | 66965 | 8/07/23 |
| 285899 | 1 | 7/14/23 | OIL/FUEL FILTER \#21 | 11-11-3060 | 29.77 | 66965 | 8/07/23 |
| 285994 | 1 | 7/15/23 | CABIN AIR \& AIR FILTER/\#21 | 11-11-3060 | 107.51 | 66965 | 8/07/23 |
| 286134 | 1 | 7/17/23 | OIL FILTER, OIL/BUSH HOG MOWER | 11-11-3060 | 24.09 | 66965 | 8/07/23 |
| 286135 | 1 | 7/17/23 | CLEANING SUPPLIES | 11-15-3120 | 57.56 | 66965 | 8/07/23 |
| 286200 | 1 | 7/18/23 | CABIN AIR FILTER | 11-11-3170 | 35.37 | 66965 | 8/07/23 |
| 286341 | 1 | 7/19/23 | OIL/AIR/FUEL FILTERS/\#2 | 11-11-3170 | 123.03 | 66965 | 8/07/23 |
| 286381 | 1 | 7/19/23 | PINS/NIPPLE X735 JD MOWER | 11-15-3060 | 5.42 | 66965 | 8/07/23 |
| 286383 | 1 | 7/19/23 | JB WELD | 11-15-3060 | 6.99 | 66965 | 8/07/23 |


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| INVOICE NO | LN | DATE | PO NO | REFERENCE | CD |

286425
286432
286434
286588
286636
286655
286835
286866
286877
286939
286973
286974
286983
286988
287010
287030
287035

PR20230714
PR20230714
PR20230728
PR20230728

## 2895 VISION CARE DIRECT ADM.

VISION CARE DIR
VISION CARE DIR
VISION CARE DIR
VISION CARE DIR
VISION CARE DIRECT ADM.

|  | 640 WAL*MART |  |  |
| :--- | :--- | :--- | :--- |
| 1 | $6 / 21 / 23$ | OFFICE/CLEANING SUPPLIES |  |
| 1 | $7 / 06 / 23$ | 20233 | CONCESSIONS |
| 2 | $7 / 06 / 23$ | 20233 | CLEANING SUPPLIES |

CLEANING SUPPLIES
$21-42-3050$
$11-11-3170$
$11-11-3170$
$11-03-3170$
$21-42-3050$
$21-42-3050$
$15-42-3120$
$11-11-3020$
$11-03-3170$
$03-01-4050$
$11-03-3170$
$21-42-3050$
$11-11-3020$
$11-11-3020$
$11-03-3170$
$03-01-4050$
$15-40-3120$

15-42-3050
15-42-3050

11-02-2140
tK ELEVATOR
2159 TRIPLETT INC
$18 / 01 / 23$
SALES TAX REIMB

TRIPLETT INC
28-01-2060

11-02-2050

11-00-0012
15-00-0012
11-00-0012
15-00-0012

15-40-3120
11-25-3130
11-25-3120

| N | 107.47 | 66908 | 7/21/23 |
| :---: | :---: | :---: | :---: |
| N | 122.98 | 66908 | 7/21/23 |
| N | 107.47 | 66909 | 8/04/23 |
| N | 122.98 | 66909 | 8/04/23 |
| 460.90 |  |  |  |
|  | 151.94 | 66971 | 8/07/23 |
|  | 12.22 | 66971 | 8/07/23 |
|  | 102.29 | 66971 | 8/07/23 |

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

| 640 WAL*MART |  |  |  |  |  |  |  |  |
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| 00852 | 1 | 6/25/23 | 20227 | CONCESSIONS | 11-25-3130 | 28.06 | 66971 | 8/07/23 |
| 00881 | 1 | 7/06/23 |  | POOL PRINTER | 11-25-3060 | 133.00 | 66971 | 8/07/23 |
| 01241 | 1 | 6/21/23 |  | RETURN | 11-25-3130 | 54.44 - | 66971 | 8/07/23 |
| 01242 | 1 | 6/21/23 | 20225 | CONCESSIONS | 11-25-3130 | 48.36 | 66971 | 8/07/23 |
| 01820 | 1 | 7/10/23 |  | WATER \& GATORADE | 11-11-2310 | 47.66 | 66971 | 8/07/23 |
| 01975 | 1 | 7/14/23 | 20243 | CONCESSIONS | 11-25-3130 | 28.02 | 66971 | 8/07/23 |
| 02653 | 1 | 6/26/23 |  | MARKERS \& CLOTHS | 15-42-3120 | 44.36 | 66971 | 8/07/23 |
| 02833 | 1 | 7/12/23 | 20241 | CONCESSIONS | 11-25-3130 | 9.92 | 66971 | 8/07/23 |
| 02996 | 1 | 7/14/23 |  | OFFICE SUPPLIES | 11-02-3120 | 43.85 | 66971 | 8/07/23 |
| 03276 | 1 | 7/11/23 | 20238 | CONCESSIONS | 11-25-3130 | 61.38 | 66971 | 8/07/23 |
| 03668 | 1 | 6/26/23 |  | RIBBON, COPY PAPER | 11-17-3130 | 42.21 | 66971 | 8/07/23 |
| 04570 | 1 | 6/27/23 | 20231 | CONCESSIONS | 11-25-3130 | 24.04 | 66971 | 8/07/23 |
| 04570 | 2 | 6/27/23 | 20231 | OFFICE/CLEANING SUPPLIES | 11-25-3120 | 27.76 | 66971 | 8/07/23 |
| 06862 | 1 | 7/08/23 | 20236 | PAINTING SUPPLIES | 11-25-3120 | 282.88 | 66971 | 8/07/23 |
| 07583 | 1 | 7/11/23 |  | CHEMICALS | 11-25-3120 | 107.01 | 66971 | 8/07/23 |
| 08277 | 1 | 7/12/23 | 20241 | CONCESSIONS | 11-25-3130 | 15.08 | 66971 | 8/07/23 |
| 08296 | 1 | 7/07/23 | 20235 | ORGANIZERS | 11-25-3120 | 62.02 | 66971 | 8/07/23 |
| 08624 | 1 | 7/15/23 | 20292 | CONCESSIONS | 11-25-3130 | 28.02 | 66971 | 8/07/23 |
| 08710 | 1 | 7/11/23 | 20240 | OFFICE SUPPLIES | 11-25-3120 | 10.56 | 66971 | 8/07/23 |
| 09177 | 1 | 7/18/23 | 20246 | CONCESSIONS | 11-25-3130 | 16.08 | 66971 | 8/07/23 |
| 3424 | 1 | 7/17/23 | 20244 | CONCESSIONS | 11-25-3130 | 68.68 | 66971 | 8/07/23 |
|  |  |  |  | WAL*MART |  | 1340.96 |  |  |
|  |  | 4021 | WALTE | TIS COMPANY, LL |  |  |  |  |
| 32906 | 1 | 7/23/23 |  | POCKET BADGE/HAYES | 11-03-3160 | 46.00 | 66972 | 8/07/23 |
|  |  |  |  | WALTER CURTIS COMPANY, LL |  | 46.00 |  |  |

GLJRNLUD
JRNL ID/

OTHER NUMBER/
ACCOUNT TITLE

OTHER REFERENCE/
REFERENCE
DEBIT
CREDIT BANK \#

PAYROLL
11-00-0011
11-00-0001
15-00-0011
15-00-0001
21-00-0011
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GENERAL EMP TAX A/P GENERAL OPERATING CASH ELECTRIC EMP TAX A/P ELECTRIC CASH
WATER EMP TAX A/P
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ELECTRIC CASH
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WATER CASH
SEWER EMP TAX A/P
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general operating cash
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Sub Total

5,523.76

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2,423.77
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568.51
291.12

5,523.76
2,423.77
568.51
291.12

4, 851.01
2,164.89
553.60
171.37

2,664.46
1,366.00
294.66
140.21

7,844.56
4,705.18
2,139.16
$44,509.42$
44,509.42
** Report Total **
44,509.42

5,523.76 $\quad 1$
2,423.77 $\quad 1$
$568.51 \quad 1$
$291.12 \quad 1$
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GLJRNLUD
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| FUND | NAME | DEBITS | CREDITS |
| :---: | :---: | :---: | :---: |
| 07 | SELF INSURANCE | 12,549.74 | 12,549.74 |
| 11 | GENERAL | 18,562.99 | 18,562.99 |
| 15 | ELECTRIC UTILIty | 10,517.59 | 10,517.59 |
| 21 | WAter Utility | 1,985.28 | 1,985.28 |
| 23 | SEWER UTILItY | 893.82 | 893.82 |
|  | TOTALS | 44,509.42 | 44,509.42 |

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


# PAYROLL REGISTER 

## ORDINANCE \#2023-P15

## 7/21/2023

| DEPARTMENT | GROSS PAY |
| :--- | ---: |
|  | $72,984.08$ |
| GENERAL | $32,429.31$ |
| ELECTRIC | $7,588.98$ |
| WATER | $3,819.10$ |
| SEWER | $116,821.47$ |

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

## PAYROLL REGISTER

## ORDINANCE \#2023-P15A

## 8/4/2023

| DEPARTMENT | GROSS PAY |
| :--- | ---: |
|  | $70,352.74$ |
| GENERAL | $32,311.94$ |
| ELECTRIC | $7,088.58$ |
| WATER | $2,879.65$ |
| SEWER | $112,632.91$ |

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

# AGENDA ITEM <br> CITY COMMISSION COMMUNICATION FORM 

## FROM: Felicity Jordan, Administrative Assistant

DATE: 9/7/2023
ITEM: 811 Day Proclamation
NEXT STEP: Commission Information

## A. SUMMARY:

This proclamation designates August 11, 2023 as " 811 Day" in Goodland. In 2005, the Federal Communications Commission designated 811 to provide contractors and homeowners with a simple number to contact utility operators to request the location of underground lines at the intended dig site. Kansas 811 provides one point of contact, available by phone and online to help reduce damages to underground facilities, thereby reducing the loss of service to the public and the loss of time and money to contractors, utilities, and taxpayers. Black Hills Energy maintains its commitment to educate the public about safe digging practices and encourage compliance with local and state safe digging rules and regulations.

## PROCLAMATION

City of Goodland, Kansas
"811 Day"
August 11, 2023

WHEREAS: Thousands of times each year, the underground infrastructure in Kansas is damaged by those who fail to contact 811 to have underground lines located prior to digging, resulting in service interruption, environmental damage, and threats to public safety; and

WHEREAS: In 2005, the Federal Communications Commission designated 811 to provide contractors and homeowners with a simple number to contact utility operators to request the location of underground lines at the intended dig site; and

WHEREAS: Kansas 811 provides one point of contact, available by phone and online to help reduce damages to underground facilities, thereby reducing the loss of service to the public and the loss of time and money to contractors, utilities, and taxpayers; and

WHEREAS: Black Hills Energy maintains its commitment to educate the public about safe digging practices and encourage compliance with local and state safe digging rules and regulations; and

WHEREAS: Damage prevention is a shared responsibility. By using safe digging practices, Goodland contractors and homeowners can save time, money, and help keep Kansas infrastructure safe and connected; now

THEREFORE, I, Aaron Thompson, Mayor of the City of Goodland, Kansas, do hereby proclaim August 11, 2023 as 811 Day in Goodland, Kansas to encourage everyone to call 811 before they dig. It's safe, it's free, and it's the law.

In witness thereof, I have hereunto set my hand and caused the Seal of CITY OF GOODLAND to be affixed this $7^{\text {th }}$ day of August in the year of Two Thousand and Twenty-Three.

AGENDA ITEM \#
CITY COMMISSION COMMUNICATION FORM

## FROM: LeAnn Taylor, Municipal Judge

DATE: July 24, 2023
ITEM: Standard Traffic and Uniform Public Offense Code Ordinances
NEXT STEP: Commission Motion

| $\mathrm{X}_{-}$ | ORDINANCE |
| :--- | :--- |
| $-\quad$ | MOTION |
| INFORMATION |  |

I. REQUEST OR ISSUE: Request passage of the $50^{\text {th }}$ Edition of the Standard Traffic Ordinance and the $39^{\text {th }}$ Edition of the Uniform Public Offense Code as presented.
II. BACKGROUND INFORMATION: A document from the League of Kansas Municipalities by Nicole Prouix Allen, Deputy General Counsel - LKM, identifying all the changes included in these editions of the STO and UPOC was included in the agenda packet.

## SUMMARY AND ALTERNATIVES:

Commission may take one of the following actions:

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

ORDINANCE NO. 1764

# AN ORDINANCE REGULATING THE TRAFFIC WITHIN THE CORPORATE LIMITS OF THE CITY OF GOODLAND, KANSAS; INCORPORATING BY REFERENCE THE "STANDARD TRAFFIC ORDINANCE FOR KANSAS CITIES," $50^{\text {TH }}$ EDITION; PROVIDING CERTAIN PENALTIES AND AMENDING AND REPEALING SECTION NO. 16-101. 

## BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF GOODLAND, KANSAS

SECTION 1. REPEAL AND REPLACE. Section 16-101 of the Goodland Municipal Code is hereby repealed and replaced with a new Section 16-101 which shall read as follows:

Sec. 16-101. - Incorporating the standard traffic ordinance.
There is hereby incorporated by reference for the purpose of regulating traffic within the corporate limits of the City of Goodland, Kansas, that certain Standard Traffic Ordinance known as the "Standard Traffic Ordinance for Kansas Cities," $49^{\text {th }}$ Edition, prepared and published in book form by the League of Kansas Municipalities, Topeka, Kansas. No fewer than three copies of said Standard Traffic Ordinance shall be marked or stamped "Official Copy as Adopted by Ordinance No. 1764," and to which shall be attached a copy of this ordinance, and filed with the City Clerk to be open to inspection and available to the public at all reasonable hours. The Police Department, Municipal Judge and all Administrative Departments of the City charged with enforcement of the ordinance shall be supplied, at the cost of the City, such number of official copies of such Standard Traffic Ordinance similarly marked, as may be deemed expedient.

SECTION 2. EFFECTIVE DATE. This ordinance shall take effect and be in force from and after its publication in the official City Newspaper.

PASSED AND ADOPTED this $7^{\text {th }}$ day of August, 2023, by the Governing Body of the City of Goodland, Kansas.

ATTEST:

Mary P. Volk, City Clerk

ORDINANCE NO. 1765
AN ORDINANCE REGULATING PUBLIC OFFENSES WITHIN THE CORPORATE LIMITS OF THE CITY OF GOODLAND, KANSAS; INCORPORATING BY REFERENCE THE "UNIFORM PUBLIC OFFENSE CODE FOR KANSAS CITIES," $39^{\text {TH }}$ EDITION; PROVIDING CERTAIN PENALTIES AND AMENDING SECTION 12-101 OF THE CODE OF ORDINANCES OF THE CITY OF GOODLAND, KANSAS RELATING THERETO.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF GOODLAND, KANSAS:

SECTION 1. REPEAL AND REPLACE. Section 12-101 of the Goodland Municipal Code is hereby repealed and replaced with a new Section 12-101 which shall read as follows:

Sec. 12-101. Incorporating uniform public offense code.
There is hereby incorporated by reference for the purpose of regulating public offenses within the corporate limits of the City of Goodland, Kansas that certain code known as the "Uniform Public Offense Code," $39^{\text {th }}$ Edition, prepared and published in book form by the League of Kansas Municipalities, Topeka, Kansas. Said Uniform Public Offense Code shall be incorporated in its entirety with the exception of:

Section 9.9.1 "Unlawful Possession of Marijuana and Tetrahydrocannabinols,"
Section 9.9.2 "Unlawful Possession of Drug Paraphernalia and Certain Drug Precursors,"
Section 9.9.3 "Unlawful Distribution of Controlled Substances,"
Section 9.9.4 "Unlawful Possession of Controlled Substances,"
Section 9.9.5 "Unlawful Possession of a Simulated Substance," and
Section 9.9.6 "Distribution of a Non-controlled Substance."

No fewer than three copies of said Uniform Public Offense Code shall be marked or stamped "Official Copy as Adopted by Ordinance No. 1765," and to which shall be attached a copy of this ordinance, and filed with the City Clerk to be opened to inspection and available to the public at all reasonable hours. The Police Department, Municipal Judge and all Administrative Departments of the City charged with enforcement of the ordinance shall be supplied, at the cost of the City, such number of official copies of such Uniform Public Offense Code similarly marked, as may be deemed expedient.

SECTION 2. EFFECTIVE DATE. This ordinance shall take effect and be in force from and after its publication in the official City Newspaper.

PASSED AND ADOPTED this 7th day of August, 2023, by the Governing Body of the City of Goodland, Kansas.

Aaron Thompson - Mayor
ATTEST:

Mary P. Volk, City Clerk

# Updates to the 2023 Standard Traffic Ordinance and the Uniform Public Offense Code 

By: Nicole Proulx Aiken, Deputy General Counsel, League of Kansas Municipalities
It is that time of year again when the League updates the Standard Traffic Ordinance (STO) and the Uniform Public Offense Code (UPOC) with the changes made by the Kansas Legislature. This article describes those changes.

## Changes to the STO

## Section 163. Additional Lighting Equipment.

HB 2147, Section 6, allows motor vehicles to be equipped with any type of ground effect lighting, except the lights cannot be any shade of red, flash, or be visible. Previously, motor vehicles could be equipped only with neon ground effect lighting.

## Section 179. Spilling Loads on Highways Prohibited.

HB 2160 exempts trucks, tractors, and trailers hauling cotton bales from this provision when certain requirements are met.

Section 194. Driving While License Canceled, Suspended or Revoked; Penalty.

HB 2216 removes the mandatory term of confinement for first- and second-time offenders driving on a suspended license if the offender's license was suspended because of a failure to pay a fine or failure to appear. The bill also requires a minimum fine of $\$ 100$ for a violation.

## Changes to the UPOC

## Section 1.1. Definitions.

The League added definitions for airbag, counterfeit supplemental restraint system component, nonfunctional airbag, and supplemental restraint system that apply to the new offense concerning counterfeit airbags found in HB 2147, Section 2. The League amended the definition of wildlife based on changes in HB 2332, Section 23. The League also discovered some definitions that needed to be added or amended. Definitions for hard cider, maliciously, and sexually explicit conduct were added. Definitions for temporary permit and wine were amended. The definitions for health care facility and health care provider moved to Section 6.7., because they apply specifically to criminal trespass and the new offense concerning battery against a health care provider contains a different definition for health care providers.

## Section 3.2.3. Battery Against a Health Care Provider.

This is a new offense approved by the Legislature in SB 174, Section 1, making it a Class A nonperson violation to commit a battery against a healthcare provider while the provider is performing their job duties.

## Section 3.6. Unlawful Restraint.

A League member requested the League mirror state law and amend this provision to exempt all law enforcement of the state and any political subdivision of the state from this offense. Previously, the exemption in the UPOC applied only to city law enforcement. The League amended the provision based on this request.

Section 3.8. Violation of Protection from Abuse Order.
While reviewing SB 217, which included amendments to statutes concerning protection orders, the League noticed K.S.A. 60-3107 does not contain the word "or" between battery and domestic battery. The League deleted the word "or" from this part of the provision to match state law.

## Section 3.13. Stalking.

SB 217, Section 1 amended the definition of course of conduct to include "utilizing any electronic tracking system or acquiring tracking information to determine the targeted person's location, movement or travel patterns." The bill also changed the format of the definition for immediate family.

Section 5.5. Watercraft; Lifesaving Devices Required, Section 10.5. Unlawful Discharge of a Firearm, and Section 11.3. Commercialization of Wildlife.

The League updated these sections to reflect the Kansas Department of Wildlife, Parks and Tourism name change to the Kansas Department of Wildlife and Parks. Also, Section 5.5 was updated to reflect that the offense is a Class $C$ nonperson violation.

Section 5.6. Purchase or Possession of Cigarettes or Tobacco Products by a Minor.

HB 2269, Section 3, raises the minimum age from 18 to 21 to purchase, attempt to purchase, possess, or attempt to possess cigarettes, electronic cigarettes, or tobacco products.

## Section 6.7. Criminal Trespass.

The League moved the definitions for health care facility and health care provider from the definitions section to this section, because they specifically apply to this offense and, with the addition of the battery against a health care provider offense, the UPOC now contains two different health care provider definitions.

## Section 6.22. Criminal Hunting.

HB 2332, Section 19 clarifies that convictions of this offense are nonperson violations.

## Section 6.27. Counterfeit Airbag Violation.

This is a new offense approved by the Legislature in HB 2147, Section 2, making it a Class A nonperson violation to "knowingly or intentionally manufacture, import, distribute, sell, offer for sale, install or reinstall a device intended to replace a supplemental restraint system component . . ."

Section 7.2. Interference with Law Enforcement.
SB 174, Section 5, added language to this offense to include: "Knowingly fleeing from a law enforcement officer, other than fleeing by operation of a motor vehicle, when the law enforcement has: (A) Reason to stop the person under K.S.A. 22-2402, and amendments thereto; and (B) given the person visual or audible signal to stop."
Section 10.30. Operating an Aircraft Under the Influence.
The League updated this provision to provide that this offense is a Class A violation.

## Section 11.11. Cruelty to Animals.

The League amended subsection (a)(4) to mirror state law. The subsection now states, "Knowingly but not maliciously killing or injuring any animal." Maliciously was added to the definitions section of the UPOC to reflect this change.

Nicole Proulx Aiken is the Deputy General Counsel for the League of Kansas Municipalities. She can be reached at nproulxaiken@lkm.org.


## olsson.com

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 entertainment district. We see time well spent.
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CITY COMMISSION COMMUNICATION FORM

## FROM: Frankie Hayes- Chief of Police

## DATE: 8/7/2023

## ITEM: Authorization to Apply for Dane G. Hansen Grant

NEXT STEP: Commission Motion

I. REQUEST OR ISSUE: Staff is seeking authorization to apply for a Dane G. Hansen grant to install a FLOCK Safety System.
II. RECOMMENDED ACTION/NEXT STEP: Staff direction to submit grant application.
III. FISCAL IMPACTS: The grant will cover $100 \%$ of the FLOCK camera system.
IV. BACKGROUND INFORMATION: Commissioner Jason Showalter inquired about a license plate reader camera system and asked for a presentation. FLOCK Safety made a presentation via Microsoft Team to the commission on $6 / 5 / 2023$. There have been informal talks between the City Manager, Commission, and Chief Hayes concerning how to finance this project. It was determined that there were options to pay for the camera system with revenue from VIN inspections or the Law Enforcement Trust Fund. Chief Hayes wanted to apply for a grant through Dane G. Hansen in attempts to purchase the camera system without decreasing funds from the above mentioned accounts.

To answer some questions and give more context to the program:

- FLOCK Safety provides training on the system and they have simple training videos as well. Every officer can have their own login/password with specific roles assigned and will be set up by FLOCK Safety.
-Audits on searches are kept forever. FLOCK Safety makes it easy to ensure each person has the right responsibilities Goodland PD wants them to have.
-One of the big points to cover is that with the 5 camera software package, Goodland PD can get statistics on car counts per camera, NCIC hits per camera and even have municipal warrants into Flock and create custom hot lists.
-These are inbound cameras which is how many agencies start to ensure when a bad actor comes into your city, you would be able to take the appropriate action quickly.

FLOCK Safety includes as part of the package:
-All Equipment (Camera, Solar, Mounts)
-811 utilities planning
-Installation
-Unlimited Cellular Service
-Unlimited Cloud Storage - rolling 30 days and the ability to save data related to ongoing investigations
-Unlimited Web-based licenses for software with alerts on internet or cellular connected devices (PC, MAC, Phone) with text and email alerts as well.
-All Maintenance/Upgrades during the contract period
-Local/State/Nationwide access to over 400 cameras in KS and thousands more nationwide
By using existing poles in the city, each camera can be installed for $\$ 150 / \mathrm{ea}$. All that we would need is written permission to put the cameras on those locations stating no permit is needed.
Camera \#5 - we would have to put our pole and get a city permit so that would be $\$ 650$
OR the city could put a pole in the ground.
Total for the software and cameras $=\$ 15 \mathrm{~K}$
Implementation for 4 existing poles and 1 flock pole $=\$ 1250$
Year 1 - $\$ 16,250$
Year 2 - \$15,000

## V. LEGAL ISSUES: $\mathrm{N} / \mathrm{A}$

## VI. CONFLICTS OR ENVIROMENTAL ISSUES: N/A

# CITY COMMISSION COMMUNICATION FORM 

FROM: Kent Brown, City Manager<br>DATE: 8/7/2023<br>\section*{ITEM: Water Tank Standpipe - Memory Park - Proposal to replace roof}

## NEXT STEP:

ORDINANCE
X_MOTION
INFORMATION
I. REQUEST OR ISSUE: Serious issues with the roof of the Memory Park standpipe water tower has caused city staff to reach out to various vendors for proposals after discussions with USG were not successful. USG (formerly Veolia, Suez and Midwest Tank Co.) had a maintenance contract for the Memory Park standpipe tower with the City of Goodland which the City Commission approved the cancellation of the contract for 2024 and termination of any current services. The City has received proposals from two reputable companies that responded to a request for proposal on a maintenance contract on the remaining water towers in the city.
II. RECOMMENDED ACTION / NEXT STEP: Staff recommends approval of the proposal from Maguire Iron. Maguire Iron will create submittal documents for approval before moving ahead with authorization from KDHE as well as construction.
III. FISCAL IMPACTS: City has available funds through the ARPA (American Rescue Plan Act of 2021) grants that have a requirement to be used for water or wastewater projects only (other categories do not apply to the City of Goodland). As stated in the 2023 and 2024 budgets, the ARPA funds must be designated by the end of 2024. For the 2024 Budget, it is estimated that the cash balance remaining for ARPA project funds is 278,025 as of the beginning of 2024.

## IV. BACKGROUND INFORMATION:

## From the June 5, 2023 City Commission minutes:

B. Memory Standpipe Proposal - Kent stated, I want commission to be aware of proposal received from Utility Services Co for Standpipe repairs. We are not done with the company and do not have good communication with them. They had maintenance contract on standpipe and roof needs addressed. We need the standpipe for storage during summer and the system will be affected without using it. They give us their plan and cost but we have not received drawings or plans for their repairs. I believe they are basically adding another layer to reinforce roof and assist with drainage. Amount of proposal is $\$ 67,797$. We have identified ARPA money to fund project but need additional information before proceed. Right now not presenting major problems but again it needs to be addressed. Neal stated, it was brought to our attention when they inspected the roof three years ago that it has a
sag. The inside supports are bowing. It is used year around and in the summer has helped get us out of difficult situations. It stores 90,000 gallons. Mayor Thompson stated, I hope they get the issue resolved.

Paint flaking and corrosion noted with the interior roof structure with a large sinking area around the roof vent structure was noted in the 2022 Condition Assessment report. Neal, Water Superintendent, reported that inspection personnel were refusing to step onto the roof of the structure due to the structure's condition.

Because of the communication difficulties with Utility Services Company representatives, staff sought proposals from Maguire Iron and Viking Industrial Painting. These two firms had submitted proposals on the maintenance contract for the remaining towers earlier in 2023.

## V. LEGAL ISSUES: None

## VI. CONFLICTS OR ENVIRONMENTAL ISSUES:

## SUMMARY AND ALTERNATIVES:

Commission may take one of the following actions:

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


# DOWNTOWN STANDPIPE ROOF REPLACEMENT 2023 ASSESSMENT REPORT 

## CITY OF GOODLAND



| TANK NAME: | Downtown Tank | LOCATION: | Memory Park |
| :--- | :--- | :--- | :--- | :--- |
| CAPACITY: | 200,000 Gallons | STYLE: | Standpipe |
| CONSTRUCTION <br> STYLE: | Riveted | CONSTRUCTION <br> DATE: | Unknown |
| BUILDER: | Unknown | HEIGHT/DIMENSION: | 20 'D $\times 90$ 'H |

## EXTERIOR CONDITIONS



Exterior Center from ladder


Exterior Angle Roof to Sidewall


Exterior Left from ladder

Exterior Right from ladder


## INTERIOR CONDITIONS



Interior Roof and Support Structure

Interior Roof and Support Structure



Interior Roof and Support Structure


Interior Roof to Sidewall Connection

## ROOF ACCESSORIES



Roof Vent
Roof Hatch

## SANITARY CONDITIONS



Roof Hatch


Roof Hatch

## EXTERIOR COATING CONDITION



Exterior Coating


Exterior Caoting

## EXTERIOR COATING CONDITION



Exterior Coating


Exterior Coating Mil Thickness

## SUMMARY

Exterior Roof: Coating system shows normal degrading, chalking, fading and visible coating failures. The roof has a low spot that allows ponding of water during weather events and dark staining. The ponding of water on a roof is a tell-tale sign of weakening roof materials and structural concern.

Interior Roof: Coating system shows normal degrading and visible coating failures on edges, overlaps and areas difficult to coat. Roof structural design appears to be of poor structural integrity with the loss of load-carrying capacity and little to no slope.

Roof Accessories: The roof has an 8 " roof vent and a 24 " square roof hatch.
Roof Recommendation: Maguire Iron, Inc. recommends the roof be replaced. The current roof support structure has been compromised and not repairable or cost effective to repair. We recommend an AWWA designed roof with structural support designed to meet current wind, snow and live loads with the proper slope to drain rain and snow events. The roof should have the proper size fail-safe roof vent that meets current AWWA and KDHE standards. The roof should have a roof hatch that meets current AWWA and KDHE standards. The steel roof should be designed and manufactured by a manufacturer specializing in the design and fabrication of steel water storage tanks. The roof design should be Kansas P.E. stamped. The roof should be constructed on-site by a company specializing in water storage tank construction. The roof should be coated on the interior with an NSF approved coating system for potable water. The roof exterior should be coated with the same coating system on the tank now which is an oil based aluminum coating or a zinc, epoxy and urethane system.

Notes:

1. Exterior Coating: The exterior coating system is in poor condition showing several failures, high mil thickness and adhesion issues. The exterior coating should be blasted to steel and repainted. This is not an overcoat candidate.
2. KDHE Polices, General Conditions and Design Requirements for Public Water Supply Systems in Kansas - Chapter VI Water Storage Tanks - 15. MAINTENANCE/INSPECTION - It is recommended that a maintenance and inspection program for all storage structures be implemented and followed as part of the system's approach to managing and protecting the quality of its drinking water. Storage structures should be drained, cleaned and inspected every two years.


## CONTRACT FOR SERVICES

This contract made and entered into this $\underline{20}$ day of July, $\underline{2023}$, by and between GOODLAND, KS - CITY OF hereinafter called the "Owner" or "Customer" and Maguire Iron, Inc., a South Dakota Corporation with its principal office located in Sioux Falls, South Dakota, hereinafter called the "Contractor" or "Company" for and in consideration of the mutual covenants and promises hereinafter contained.

## GST/STP/PT - 200MG

## WITNESSETH:

Contractor agrees to make the following repairs and improvements on the Owner's water supply tank, and to furnish the necessary equipment, labor, material, as well as Workmen's Compensation Insurance and Contractor's Liability Insurance, and to do the work hereinafter stated in a good and workmanlike manner.

## (1) 20' Dia. Steel Roof Replacement

## Frost Proof Vent

- Contractor will remove existing vent and furnish and install a new state compliant 16 inch fail safe steel vent.


## Roof Access

- Contractor will remove existing 24 inch roof manway and install new 24 inch round manway.


## (2) Tie Off Lugs

## NOTES:

- 1. Approximate tank diameter is 20'. Additional measurements to be taken prior to submittals being sent for approval. Drawings can be provided once this contract is executed by both parties.
- 2. Steel thickness and design to meet current AWWA D100 Standards. Minimum 3/16" steel.
-3. Roof and support structure to be self supporting with a minimum slope of 1:12.
- 4. Roof interior and exterior coatings to match existing. Interior to have an NSF approved coating system and exterior to be aluminum.

Owner will inspect the work as it progresses and upon completion and acceptance by Owner of the above work, the sum of $\$ \mathbf{6 2 , 5 0 0 . 0 0}$ plus applicable sales, excise, and/or use tax shall become due and payable in full. EXPERTS

Terms: Net 30 days from acceptance and invoicing, plus applicable sales, use, excise, transfer or similar taxes required by law. A service charge of $11 / 2 \%$ per month (annual rate of $18 \%$ ) will be charged on past due accounts. During any exterior painting, Owner shall assist in removing any vehicles in the area which might receive paint damage. Contractor will exercise reasonable care and caution to avoid, but will accept no liability for damage to antenna, communication, telemetry and/or electrical system(s) which may be attached to the structure. Removal, repair and/or replacement of the antenna, communication, telemetry and/or electrical system(s) shall be the responsibility of the Owner. Contractor may apply a temporary surcharge to amounts otherwise payable under this Agreement to reflect significant cost increases for materials, supplies, and/or fuel during high inflationary periods. Owner and the authorized agents signing this contract as such agents do hereby expressly warrant that Owner has authority to make and enter into this contract and that it becomes a party hereto pursuant to a lawful resolution duly and regularly adopted by the governing board of said Owner pursuant to the applicable statutes of this State. Customer shall reimburse Company for all travel, meal and entertainment expenses incurred by Company and its employees in connection with Company's performance under the contract. To the extent that any meal or entertainment expenses incurred by Company or its employees are subject to the limitation on deductibility under IRC Section 274(n) (1) and the Regulations thereunder, Customer shall be subject to the limitation and shall reduce its deduction accordingly. This is included in the contract amount.

The owner will be responsible to the Company for the cost (at current market rates) of any work that has been performed prior to termination.

HAZARDOUS MATERIAL DISCLAIMER: In the event that hazardous materials are on the water tank and this information is not addressed in the specification or made known to Maguire Iron, Inc. prior to the price or bid being supplied by Maguire Iron, Inc., any additional means of hazardous material abatement or disposal costs will be born upon the Owner.

This constitutes the entire contract. No verbal agreements or additions will be honored. Any amendments or additions hereto must be in writing and executed by the duly authorized agents and officers of the parties hereto.

IN WITNESS WHEREOF, we have set our hands and seals the day and year above written.

## owner: GOODLAND, KS - CITY OF



## MAGUIRE IRON, INC.



Date Accepted:
Upon acceptance, please provide two (2) signatures and date the agreement.

| CONTACT DETAILS |  |  |  |
| :---: | :---: | :---: | :---: |
| Proposal Submitted To | City of Goodland | Contact | Neal Thornburg |
| Address | PO Box 59 Goodland, KS 67735 | E-Mail | Neal.thornburg@goodlandks.gov |
| Client Phone | (785)890-4500 | Contact Phone | (785)821-2279 |
| Job Location | 214 W. $9^{\text {th }}$ Street | Tank Name | Park Standpipe |
| Job Name | Roof and Overflow Replacement/Installation | Tank Size and Style | 212,000 Gallon Riveted Standpipe |

Viking Industrial Painting, Inc. agrees to provide all labor, equipment, and materials needed to complete the following:

## PERMITTING:

1. Contractor will submit plans and specifications to KDHE and obtain proper state permit as required by the State of Kansas.

## CONICAL ROOF REPLACEMENT:

1. Contractor to remove existing roof plates and interior structure at the perimeter of the existing tank roof.
2. Contractor shall "treat" sidewall perimeter at top of tank shell to ensure that roof structure shall be attached to sound steel.
3. Contractor shall place new conical consisting of $1 / 4$ " thickness steel roof style structure to top of tank shell wall. New, fabricated conical roof structure shall be seal welded to shell sidewall.
4. Contractor shall install a 24 " fan- flange at the center of the tank roof. This flanged vent shall also serve as a secondary bowl access point.
5. Contractor shall install vent at installed fan flange. The roof vent shall be 24 " in size and be double screened to provide insect and frost proof characteristics and attached at the fan-flange. The vent and flange shall meet requirements of AWWA/KDHE and OSHA organizations.
6. Contractor shall install a new roof hatch near the roof ladder. The hatch shall be square in shape with 24 " interior minimum dimensions, a curb at 4 " in height, a hinged cover with padlock hasp and a 2 " downward overlap.
7. Contractor shall install ladder at tank roof from the top of the existing shell ladder to the peak of the conical roof. The ladder shall be dimensionally code in accordance with OSHA standards. The ladder shall be braced by the installation of standoffs installed at approximately 8-10' intervals.

## COATINGS AT ROOF:

1. Exterior Roof Coatings
a) Surface Preparation: SSPC SP6, Commercial Blast Cleaning.
b) Primer: Tnemec Zinc Primer.
c) Intermediate Coat: Tnemec Epoxy.
d) Finish Coat: Tnemec Acrylic Polyurethane.
2. Interior Roof Coatings:
a) Surface Preparation: SSPC-SP10, Near White Blast Cleaning.
b) Primer: Tnemec Zinc Primer.
c) Intermediate Coat: Tnemec NSF Epoxy.
d) Finish Coat: Tnemec NSF Epoxy.

## DISINFECTION:

1. After all work is completed, the tank will be disinfected according to AWWA C652-92. Owner is responsible for water testing.

## AGREEMENT TERMS

All material is guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to specifications submitted, per standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

| Authorized Preparer <br> Printed Name | Rick A. Penner | Date Submitted | July 27, 2023 |
| :--- | :--- | :--- | :--- | | Authorized Preparer |
| :--- |
| Signature |

## ACCEPTANCE OF PROPOSAL

By accepting this proposal, you agree to the above prices, specifications and conditions. Viking Industrial Painting, Inc. is authorized to do the work as specified. Payment will be made as outlined above.

| Authorized |  |  |  |
| :--- | :--- | :--- | :--- |
| Client Printed Name |  | Date of Acceptance |  |
| Authorized Client |  |  |  |
| Signature |  |  |  |

## FROM: Kent Brown, City Manager

DATE: 8/7/2023

ITEM: Engineering Contract - Cost Share project to mill and overlay Caldwell Avenue - KDOT grant implementation

## NEXT STEP:

```
    ORDINANCE
        MOTION
        INFORMATION
```

I. REQUEST OR ISSUE: In order to implement the Cost Share grant award, an engineering contract to develop plans \& specifications for the project 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 Cost Share Grant for the project on Caldwell Avenue and was selected to receive a maximum state award of $\$ 401,280.00$. According to the letter from KDOT dated June 6, 2023 the grant is expected to aid in the completion of "construction-phase" as proposed in your project application with the following considerations:

- Mill and overlay a new surface of 2 inch thickness with correction locations that require full depth patching along the driving lanes and at each intersection.

In the next three to six months based on your bid letting date of December 2023, you will receive an agreement between KDOT and your community. Once it is signed by all the necessary parties you may move forward with the construction stage of your project. Because this is a construction reimbursement grant, no construction work may be started until you receive your Notice to Proceed that will accompany your final signed agreement.

Please remember that the City of Goodland is $100 \%$ financially responsible for the following items:

- $20 \%$ local cash match
- Preliminary Engineering (PE) and Design
- Right-of-Way
- Utilities
- Non-participating items
- All costs that exceed the maximum state award.

Staff is requesting the approval of the engineering contract in order to complete preliminary engineering design and prepare the documents for the bidding process to be completed in December 2023.

Total cost of the contract is $\$ 12,500$ for the engineering design and up to $\$ 20,000$ for the construction engineering and construction observation services.

## 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 <br> CALDWELL AVENUE IMPROVEMENTS <br> KDOT COST SHARE 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 a patching, milling and the overlay of asphalt surfacing in the driving lanes of Caldwell Avenue from $10^{\text {th }}$ Street to $17^{\text {th }}$ Street in Goodland, KS.
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 ENGINEERING DESIGN

1.1.1 Attend public and city meetings as required.
1.1.2 Prepare necessary working Drawings and Specifications.
1.1.3 Review Preliminary plans with OWNER.
1.1.4 Prepare final working Drawings, Specifications, an opinion of probable cost and submit to OWNER for approval.
1.1.5 Obtain Kansas Department of Transportation approvals of the plans and specifications prior to construction.
1.1.6 Assist $\boldsymbol{O}$ WNER in advertising construction improvements for bids. All printing and publishing costs shall be paid by $O W N E R$.
1.1.7 Provide bidding documents to the Bidders, attend bid opening and prepare bid tabulation.
1.1.8 Prepare and provide recommendations and assist $\operatorname{OWNER}$ in award of construction contract.

### 1.2 CONSTRUCTION ENGINEERING AND CONSTRUCTION OBSERVATION

1.2.1 Conduct pre-construction conference with OWNER, Contractor, and other required government agencies.
1.2.2 Review equipment submittals, shop drawings, and other submittals from Contractor.
1.2.3 Prepare Change Orders for $\boldsymbol{O W N E R}$ 's and funding agency's approval.
1.2.4 Provide contract documents interpretations.
1.2.5 Review Contractor's monthly payment requests, and forward payment requests to OWNER.
1.2.6 Make final inspection of completed improvements with OWNER.
1.2.7 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.
1.2.8 Create as-built drawings to be provided to the OWNER.

### 1.3 CHANGES IN SERVICES

1.3.1 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 $\boldsymbol{O W N E R}$ '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:

$$
\begin{array}{lllll}
\text { 2.4.1 } & \begin{array}{l}
\text { For services under Paragraph 1.1 } \\
\text { (Engineering Design) }
\end{array} & \text { Lump Sum } & 12,500 \\
\text { 2.4.2 } & \begin{array}{l}
\text { For services under Paragraph 1.2 } \\
\text { (Construction Engineering \& Construction }
\end{array} & \text { Time \& Materials NTE \$ } & 20,000 \\
\text { 2.4.3 } & \begin{array}{l}
\text { For services under Paragraph 1.3 } \\
\text { (Changes in Service) }
\end{array} & \begin{array}{l}
\text { As set forth in Agreement for Changes } \\
\text { in Service. }
\end{array} &
\end{array}
$$

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 $\boldsymbol{E N G I N E E R}$ '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 OWNER 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.
3.3 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.
3.4 The STANDARD TERMS AND CONDITIONS, provided hereto as ATTACHMENT 2, are incorporated in and form a part of this CONTRACT.
3.5 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:
3.5.1 Executive Order 12549 and implementing regulations at 40 CFR Part 32, regarding participants' responsibilities.
3.5.2 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.
3.5.3 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.
3.5.4 Executive Order 11063 as amended by Executive order 12259 and implementing regulations as 24 CFR Part 107.
3.5.5 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.
3.5.6 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.
3.5.7 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.
3.5.8 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.
3.5.9 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.
3.5.10 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.
3.5.11 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.
3.6 Because of the Secretary of Transportation of the State of Kansas' obligation to administer state funds, federal funds, or both, the Secretary shall be a third-party beneficiary to this agreement between the OWNER and ENGINEER. This third-party beneficiary status is for the limited purpose of seeking payment or reimbursement for damages and costs the Secretary or the OWNER or both incurred or will incur because the ENGINEER failed to comply with its contract obligations under this Agreement or because of the Consultant's negligent acts, errors, or omissions. Nothing in this provision precludes the OWNER from seeking recovery or settling any dispute with the ENGINEER as long as such settlement does not restrict the Secretary's right to payment or reimbursement.

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, KANSAS

By: $\qquad$

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 Official

Kent Brown, City Manager
DATE: 08/07/2023
ITEM: Unfit Structure - 516 W Hwy 24 Lot 406
NEXT STEP: Commission Motion
ORDINANCE MOTION
X INFORMATION

## I. REQUEST OR ISSUE:

The enforcing officer of the City of Goodland, Kansas will present information that 516 W. Hwy 24 Lot 406 is unfit for human habitation. Staff is seeking direction on proceeding to condemn the structure and proceed with getting it removed from the property and demolished.

## BACKGROUND INFORMATION

July 26, 2023 - I was contacted by the Manager of Meadowlark Mobile Home Park due to the conditions of the inside of this home. He mentioned there was around 15 cats living inside and the smell was pungent enough to be smelt from outside the trailer. Upon arriving Animal Control was there also. Kathy received permission to take a fan inside and bring some water for the cats due to the owner being in the hospital. When we entered the mobile home the smell of cat urine and feces was so bad it made my nose burn through my N-95 mask and my eyes water. During the investigation there was around $25-30$ cats inside the mobile home. There was an issue with the toilet leaking causing the Manger of the Mobile Home Park to turn the water off to the structure. This home I a detriment to the health of any individual that would reside in it. Flooring would need completely replaced. Aluminum wiring was used when it was manufactured and there has already been spots that have caught fire due to the overheating of the wire. Only a couple outlets appeared to work in the mobile home. There were no lights except a lamp that was on in the bedroom. It didn't appear that the stove or oven were in working condition. There was cat urine stains all over the walls and parts of the walls had been torn down or had been taken off and not replaced. It would cost more than the mobile home is worth to repair and clean.
July 31, 2023 - I was able to make contact with the owner in the hospital and informed her that I was condemning the property due to unsanitary conditions. She agreed that is was not in good shape and had not been for quite some time. Upon discussing this property it led to a conversation about her other property which she had mentioned in the past was needing some work also. She mentioned there were cats in that property as well and I told her I would need to inspect that house before
allowing her to turn on the utilities due to it being vacant for so long. She agreed that Animal Control and I could go over and check on the cats and inspect the property.

August 1, 2023 - Spoke with the owner's son and after showing him the images of the property he agreed this property was not safe for someone to live in. Department of Animal Welfare is helping me look into getting shelters to come and remove the cats from the property before removal of the structure.

August 3, 2023 - The owner of the home was released from the hospital and is staying with her daughter. They are going to take care of the cats and try to help me find someone that can come in and rehome the cats so they can be taken care of before we move forward with the process to prevent extra costs. If unable to relocate cats then they will be removed by Animal Control and the costs will be assessed to the property owner. Animal Control gave them 7 days from the date we discovered the cats to get down to the allowed number of pets within the city.

## III. SUMMARY AND ALTERNATIVES:

Commission may take one of the following actions:

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

## Statement of Enforcing Officer

To: Governing Body, City of Goodland, Kansas
Re: Statement of Unfit Structure
Date: 07/26/2023
The following described structure is in a dangerous or unsafe condition/nuisance:
(a) Description of structure: 1968 Artcraft $12^{\prime} \times 60^{\prime}$
(b) Street Address: 516 W. Hwy 24
(c) Legal Description: Lot 406
(d) Owner(s): Joann M. Brigham
(e) Resident Agent: None
(f) Occupant(s): Occupied
(g) Lien holder(s) of Record: None
(h) Description of Zoning Violations and Unsafe Nuisances

General lack of maintenance and is an attractive nuisance to children, vagrants, criminals, insects, and animals - Property brings down the value of the neighborhood - Unsanitary living conditions due to lack of running water hot and cold, lack of electrical due to the aluminum wiring burning up and shorting inside the mobile home - Nauseating smell omitted from property.

July 26, 2023 - I was contacted by the Manager of Meadowlark Mobile Home Park due to the conditions of the inside of this home. He mentioned there was around 15 cats living inside and the smell was pungent enough to be smelt from outside the trailer. Upon arriving Animal Control was there also. Kathy received permission to take a fan inside and bring some water for the cats due to the owner being in the hospital. When we entered the mobile home the smell of cat urine and feces was so bad it made my nose burn through my N-95 mask and my eyes water. During the investigation there was around 25-30 cats inside the mobile home. There was an issue with the toilet leaking causing the Manger of the Mobile Home Park to turn the water
off to the structure. This home is a detriment to the health of any individual that would reside in it. Flooring would need completely replaced. Aluminum wiring was used when it was manufactured and there has already been spots that have caught fire due to the overheating of the wire. Only a couple outlets appeared to work in the mobile home. There were no lights except a lamp that was on in the bedroom. It didn't appear that the stove or oven were in working condition. There was cat urine stains all over the walls and parts of the walls had been torn down or had been taken off and not replaced. It would cost more than the mobile home is worth to repair and clean.

July 27, 2023 - After speaking with the City attorney it was decided to report this to DCF.
July 282023 - I was contacted by a DCF investigator and gave my findings and report to her. She gave me information to contact State of Kansas Department of Agriculture Division of Animal Health. I called and filed an initial report.

July 31, 2023 -- I was contacted by the Division of Animal Health and gave my findings to them. She was going to contact the City Attorney and also Animal Control and will be getting back to me with their findings and any other information she can obtain. I will $b$ trying to meet with the homeowner this afternoon if the hospital permits it.

Zach Hildebrand<br>Building Official / Code Enforcement Officer

## AGENDA ITEM

CITY COMMISSION COMMUNICATION FORM

## FROM: Zach Hildebrand, Building Official

Kent Brown, City Manager
DATE: 08/07/2023
ITEM: Unfit Structure - 1319 Cherry Ave
NEXT STEP: Commission Motion
ORDINANCE
MOTION
X INFORMATION

## I. REQUEST OR ISSUE:

The enforcing officer of the City of Goodland, Kansas will present information that 1319 Cherry Ave is unfit for human habitation. Staff is seeking direction on proceeding to condemn the structure and proceed with getting it removed from the property and demolished.

## BACKGROUND INFORMATION

July 26, 2023 - I was contacted by the Manager of Meadowlark Mobile Home Park due to the conditions of the inside of a different property. An inspection was done on that property with the findings being it is unsanitary for human habitation.

July 31, 2023 - I was able to make contact with the owner in the hospital and informed her that I was condemning the property at 516 W. Hwy 24 Lot \#406 due to unsanitary conditions. She agreed that is was not in good shape and had not been for quite some time. Upon discussing this property it led to a conversation about her other property which she had mentioned in the past was needing some work also. She mentioned there were cats in that property as well and I told her I would need to inspect that house before allowing her to turn on the utilities due to it being vacant for so long. She agreed that Animal Control and I could go over and check on the cats and inspect the property. Upon entering the dwelling the smell was nauseating. We counted 4 cats right off the bat. When entering the next room Animal Control found a deceased cat that had been eaten by the other cats. When inspecting the rest of the dwelling we counted at least 4 more living cats. There was excrement all over. There was a giant hole cut out in the ceiling and seemed other parts were starting to cave in. There were broken windows held together with tape. The bathroom appeared to not be in working order but couldn't test it due to no utilities going to this property. When entering the basement I saw at least 4 mice run across the floor.

August 1, 2023 - Spoke with the owner's son and after showing him the images of the property he agreed this property was not safe for someone to live in. Department of

Animal Welfare is helping me look into getting shelters to come and remove the cats from the property before removal of the structure.

August 3, 2023 - The owner of the home was released from the hospital and is staying with her daughter. They are going to take care of the cats and try to help me find someone that can come in and rehome the cats so they can be taken care of before we move forward with the process to prevent extra costs. If unable to relocate cats then they will be removed by Animal Control and the costs will be assessed to the property owner. Animal Control gave them 7 days from the date we discovered the cats to get down to the allowed number of pets within the city.

## III. SUMMARY AND ALTERNATIVES:

Commission may take one of the following actions:

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


City of Goodland Building Inspection/Code Enforcement P.O. box 59

Goodland, Kansas 67735
Phone: 785-890-4550
Fax: 785-890-4532
Zach.Hildebrand@goodlandks.gov

## Statement of Enforcing Officer

To: Governing Body, City of Goodland, Kansas
Re: Statement of Unfit Structure
Date: 07/31/2023
The following described structure is in a dangerous or unsafe condition/nuisance:
(a) Description of structure: 1920's Single Story Dwelling
(b) Street Address: 1319 Cherry Ave.
(c) Legal Description: 3RD ADDN TO GOODLAND , BLOCK 22, LOTS 13 THRU 15 \& S 19 LOT 16
(d) Owner(s): Joann M. Brigham
(e) Resident Agent: None
(f) Occupant(s): Unoccupied
(g) Lien holder(s) of Record: None
(h) Description of Zoning Violations and Unsafe Nuisances

General lack of maintenance and is an attractive nuisance to children, vagrants, criminals, insects, and animals - Property brings down the value of the neighborhood - Unsanitary living conditions due to lack of running water hot and cold, - Nauseating smell omitted from property.

July 26, 2023 - I was contacted by the Manager of Meadowlark Mobile Home Park due to the conditions of the inside of a different property. An inspection was done on that property with the findings being it is unsanitary for human habitation.

July 31, 2023 -- I was able to make contact with the owner in the hospital and informed her that I was condemning the property due to unsanitary conditions. She agreed that is was not in good
shape and had not been for quite some time. Upon discussing the original property it led to a conversation about this property which she had mentioned in the past was needing some work also. She mentioned there were cats in this property as well and I told her I would need to inspect this house before allowing her to turn on the utilities due to it being vacant for so long. She agreed that Animal Control and I could go over and check on the cats and inspect the property. She agreed to let us do so. Upon entering the dwelling the smell was nauseating. We counted 4 cats as soon as we opened the door. When entering the next room Animal Control found a deceased cat that had been eaten by the other cats. When inspecting the rest of the dwelling we counted at least 4 more living cats. There was excrement all over. There was a giant hole cut out in the ceiling and seemed other parts were starting to cave in/collapse. There were broken windows held together with tape. The bathroom appeared to not be in working order but couldn't test it due to no utilities going to this property. When entering the basement I saw at least 4 mice run across the floor.

August 1,2023 -- Spoke with the owner's son and after showing him the images of the property he agreed this property was not safe for someone to live in. Department of Animal Welfare is helping me look into getting shelters to come and remove the cats from the property before removal of the structure.

August 3,2023 - The owner of the home was released from the hospital and is staying with her daughter. They are going to take care of the cats and try to help me find someone that can come in and rehome the cats so they can be taken care of before we move forward with the process to prevent extra costs. If unable to relocate the cats then they will be removed by Animal Control and the costs will be assessed to the property owner. Animal Control gave them 7 days from when we discovered to get down to the allowed number of pets within the city.

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## AGENDA ITEM

## FROM: Zach Hildebrand, Building Official

Kent Brown, City Manager
DATE: 08/07/2023
ITEM: Unfit Structure - 122 W. $14^{\text {th }}$ St.
NEXT STEP: Commission Motion
ORDINANCE
MOTION
X INFORMATION
I. REQUEST OR ISSUE:

The enforcing officer of the City of Goodland, Kansas will present information that 122 $\mathrm{W} .14^{\text {th }} \mathrm{St}$. is unfit for human habitation. Staff is seeking direction on proceeding to condemn the structure and proceed with getting it removed from the property and demolished.

## II. BACKGROUND INFORMATION

April 2023 - The city manager drove me around and showed me some of the problem properties in town.

May 11, 2023 - Sent the owner a letter letting them know this property is becoming a major concern to the health and welfare of the community. I informed them of being in violation of multiple codes from the 1997 UHC.

Around May 22, 2023 - The owner reached out to me stating that due to covid it slowed them down in the process of demolishing the property and rebuilding a new apartment building in its place. Said they were unaware of the current state of the building, not knowing of all the broken windows and mold growing on the ceiling of the $2^{\text {nd }}$ story ceiling.

July 27, 2023 - I spoke with the owner, but it was addressing a different property in town that is a rental. It doesn't seem as if this property is a priority and the issues at hand have not been addressed.

August $3^{\text {rd }}$ - Nothing has been done to this property with no further contact made on it. To ensure the budget is there for this project it will be brought up at the beginning of 2024 to start the process of having bids put in and the building demolished to remove the hazards this building is causing.


City of Goodland Building Inspection/Code Enforcement P.O. box 59

Goodland, Kansas 67735
Phone: 785-890-4550
Fax: 785-890-4532
Zach.Hildebrand@goodlandks.gov

## Statement of Enforcing Officer

To: Governing Body, City of Goodland, Kansas
Re: Statement of Unfit Structure
Date: 07/31/2023
The following described structure is in a dangerous or unsafe condition/nuisance:
(a) Description of structure: 19002 Story Conventional Multi-Family Dwelling
(b) Street Address: $122 \mathrm{~W} .14^{\text {th }}$ ST.
(c) Legal Description: GOODLAND ORIGINAL TOWN, BLOCK 80, W 61 LOTS 13 \& 14 \& W 65 LOT 15 \& W 69 LOT 16
(d) Owner(s): Mary Truong
(e) Resident Agent: None
(f) Occupant(s): Unoccupied
(g) Lien holder(s) of Record: None
(h) Description of Zoning Violations and Unsafe Nuisances

General lack of maintenance and is an attractive nuisance to children, vagrants, criminals, insects, and animals - Property brings down the value of the neighborhood - Unsanitary living conditions due to lack of running hot and cold water - Electrical wires bare sticking out of wall Broken Windows - Unsecured Door - Black mold on $2^{\text {nd }}$ floor - Ceiling falling due to water leaks from roof-Shingles need removed and replaced.

May 11, 2023 - Sent the owner a letter letting them know this property is becoming a major concern to the health and welfare of the community. I informed them of being in violation of multiple codes from the 1997 UHC.

Around May 22, 2023 - The owner made contact with me telling me that due to the Coronavirus it slowed them down from moving forward with the project. They agreed to get someone out here and said they were unaware of the broken windows and graffiti occurring on the inside of the home. The owner informed me they would be working on having this property demolished with the future plans being building a new apartment complex in its place.

July 27, 2023 -I spoke with the owner, but it was addressing a different property in town that is a rental. It doesn't seem as if this property is a priority and the issues at hand have not been addressed.

## Zach Hildebrand

Building Official / Code Enforcement Officer

## NOTICE OF HEARING TO EXCEED REVENUE NEUTRAL RATE AND BUDGET HEARING

## The governing body of

City of Goodland
will meet on Tuesday September 5, 2023 at 5:00 p.m. at City Hall, 204 W . 11th Street for the purpose of hearing and answering objections of taxpayers relating to the proposed use of all funds and the amount of ad valorem tax. Detailed budget information is available at City Hall, 204 W. 11th Street and will be available at this hearing.

BUDGET SUMMARY
Proposed Budget 2024 Expenditures and Amount of 2023 Ad Valorem Tax establish the maximum limits of the 2024 budget. Estimated Tax Rate is subject to change depending on the final assessed valuation.

*Tax rates are expressed in mills
**Revenue Neutral Rate as defined by KSA 79-2988
Mary P. Volk
City Official Title: City Clerk


[^0]:    Zach Hildebrand
    Building Official / Code Enforcement Officer

