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. 03/04/2023 Commission Meeting Minutes
B. Appropriation Ordinances 2024-06; 202406A; , 2024-P06
4. PRESENTATIONS \& PROCLAMATIONS
A. 911 Appreciation Week Proclamation
5. ORDINANCES AND RESOLUTIONS
A. Resolution 1627-To set public hearing Waiver for Distance 1222 Main Av.
B. Resolution 1628-To set public hearing petition for deannexation
6. FORMAL ACTIONS
A. Renewal of Property/Liability Insurance
7. DISCUSSION ITEMS
A. Industrial Park lot-lease agreement proposal
B. Creating more housing choices - with Barb Cole of Community Matters, Inc. Follow up to summary report / recommendations. Planning Commission will be in attendance as well. Due to length of discussion - may be held after all reports completed.
8. REPORTS
A. City Manager
(1) Manager Memo
(2) Police monthly activity report
(3) Fuel tanks - City shop
(4) Fuel storage facility - Airport Board
(5) Pool area - shade structure
(6) BASE grant - industrial park
(7) Eagle Med request - Airport
B. City Commissioners
C. Mayor
9. ADJOURNMENT
A. Next Regular Meeting is Monday April 01, 2024.

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: $\quad$ March 18, 2024
SUBJECT: Agenda Report

## Consent Agenda:

A. 3-4-2024 Commission Meeting Minutes
B. Appropriation Ordinances 2024-06; 2024-06A; 2024-P06;

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

## Presentations \& Proclamations

A. 911 Appreciation Week Proclamation

Director Crissy Livengood-Ridnour will be present for the Telecommunicator Appreciation Week proclamation.

## Ordinances and Resolutions:

A. Resolution 1627-To set public hearing on a request for waiver for distance 1222 Main Av.
Neil Watson and Alison Griffith have signed a petition for waiver of distance limitations. The resolution would set the public hearing date. Alison will be at the meeting to explain the business plan and answer any questions.

RECOMMENDED MOTION: "I move that we approve Resolution \#1627, a Resolution that sets a time and place for a public hearing on a request for a waiver as stated in Section 3-102 regarding the distance that limits the sale of alcoholic liquor or cereal malt beverages at their business to be located at 1222 Main Av."
B. Resolution 1628 - To set public hearing on a petition filed for deannexation

Zekke Beringer previously attended a Commission meeting and requested information on a possible request to deannex parcels in the Goodland Energy Center property. The main reason is he wants to develop a private shooting range that would not be allowed within the city limits.

RECOMMENDED MOTION: "I move that we approve Resolution \#1628, a Resolution that sets a time and place for a public hearing on a petition filed by Zekke and Julie Beringer for the deannexation of five lots or parcels in the Goodland Energy Center property."

## Formal Actions

A. Renewal of Property/Liability Insurance

The City's property and liability insurance is up for renewal, as our term is from April 1 to March 31 annually. Jacque Livengood of Eklund Insurance, who the City uses to quote various insurance companies, will be at the meeting to answer any questions on the City's insurance quote.
RECOMMENDED MOTION: "I move that we approve the property and liability insurance policy as presented in the amount of $\$ 477,500$ to Eklunds Insurance."

## Discussion Items

## A. Industrial Park lot-lease agreement proposal

Included in your packet is a proposed lease of Lot Three (3), Block Four (4) of the Goodland Industrial Park to Raul and Lisa Rodriguez. They will be present to ask some questions on the proposed lease; specifically, to confirm the opportunity to purchase said lot before they agree to pay for improvements such as the street and curb work to create an entrance to the lot as well as possible utility improvements for the leased property.
B. Creating more housing choices - with Barb Cole of Community Matters, Inc. Follow up to summary report / recommendations. Planning Commission will be in attendance as well. Due to length of discussion - may be held after all reports completed.

Some additional documents are included in the agenda packet as preparation for meeting. The powerpoint and the spreadsheet of code changes requested are included. Staff suggestion is to have discussion after all reports have been completed.

## Reports:

A. City Manager
> Manager Memo
> Police monthly activity report
$>$ Fuel tanks - City shop
> Fuel storage facility - Airport Board
> Pool area - shade structure
> BASE grant - industrial park
$>$ Eagle Med request - Airport
B. City Commissioners

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

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

# GOODLAND CITY COMMISSION <br> Regular Meeting 

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 were Dustin Bedore - Director of Electric Utilities, Jason Erhart -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, Mary Volk - City Clerk and Kent Brown - City Manager.

## Mayor Thompson led Pledge of Allegiance

## PUBLIC HEARING

A. Unfit Building: $122 \mathrm{~W} . \mathbf{1 4}^{\text {th }}$ St. - Mayor Thompson opened the public hearing on the unfit building at $122 \mathrm{~W} .14^{\text {th }} \mathrm{St}$. at $5: 01 \mathrm{p} . \mathrm{m}$. Zach stated, after last discussion I was contracted by contractor and they obtained their license. He then did not contact me again until last Friday to get demolition permit. Does the commission want to provide a time line for property owner? Mayor Thompson stated, I am frustrated with situation as he indicated he wanted to improve property but we are not seeing any action. Commissioner Showalter stated, I am pleased he started process to get permit but it seems we have to hold their feet to the fire to move forward. Kent stated, we have Resolution 1626 prepared if the commission would like to approve that provides property owner 30 days to demolish property. If not demolished, we will continue to move forward with bids. Zach stated, I suggested to owner that they attend meeting but he did not reply. Vice-Mayor Howard stated, I feel we need to set a date because they are dragging their feet. Mayor Thompson closed the public hearing on the unfit building at $122 \mathrm{~W} .14^{\text {th }} \mathrm{St}$. at 5:03 p.m.

## PUBLIC COMMENT

A. Reid Petty District Director for Senator Moran - Reid stated, I work in Kansas offices in Manhattan and Hays. I will be covering northwest Kansas and wanted to introduce myself to inform you to reach out to me if needed. We also provide governmental services for people that may need assistance or letters of support for federal grants. I appreciate all you do at the local level, it is a thankless job. Commission thanked Reid for coming to meeting.

## CONSENT AGENDA

A. 02/20/24 Commission Meeting Minutes
B. Appropriation Ordinances: 2024-05, 2024-05A, and 2024-P05

ON A MOTION by Commissioner Showalter to approve Consent Agenda seconded by Commissioner Myers. MOTION carried on a VOTE of 5-0.

## PRESENTATION \& PROCLAMATIONS

A. 2024 Girls State Wrestling Champion - Coach Joseph Sramek stated, Goodland made history with first ever girls state wrestling champion. Destiny Gonzalez is a junior and has put a lot of time into the sport since $7^{\text {th }}$ Grade and finished 34-6 this year. She is a great representative for our community and the state. Mayor Thompson proclaimed March $4^{\text {th }}$ as Goodland Cowgirls State Championship Day, congratulating Destiny Gonzalez on her outstanding accomplishment as 2024 3A Girls State 140 pound Wrestling Champion.

## MINUTES

Goodland City Commission
March 4, 2024
Page 2

## ORDINANCES AND RESOLUTIONS

A. Ordinance 1769: Allow Sunday Sales - Kent stated, the request for clarification in Section 2 on time for Sunday sales is revised in ordinance for clarification. Mayor Thompson stated, the ordinance does not require business to be open just, gives you the right to be open. ON A MOTION by Mayor Thompson to approve Ordinance 1769: Allow Sunday Sales seconded by Vice-Mayor Howard. MOTION carried on a VOTE of 5-0.
B. Resolution 1626: 122 W. $14^{\text {th }}$ - Mayor Thompson stated, this resolution deems structure as unsafe and gives owner 30 days to demolish property before we start bid process. ON A MOTION by Commissioner Showalter to approve Resolution 1626: $122 \mathrm{~W} .14^{\text {th }}$ Street seconded by Commissioner Myers. MOTION carried on a VOTE of 5-0.

## FORMAL ACTIONS

A. City Attorney Contract Renewal - Kent stated, copy of contract is in packet for additional two year term at the agreed amount of $\$ 5,250$ per month. ON A MOTION by Mayor Thompson to approve the contract renewal with Jake Kling, City Attorney in the amount of $\$ 5,250$ per month seconded by Commissioner Showalter. MOTION carried on a VOTE of 5-0.
B. Cemetery Board Appointment - Mayor Thompson stated, this request is to reappoint Tamara Hayes who has served on the Cemetery Board for a number of years. Tamara has submitted an application to renew her appointment and board recommends approval. ON A MOTION by Commissioner Showalter to approve the reappointment of Tamara Hayes to the Cemetery Board for a three year term seconded by Commissioner Meyers. MOTION carried on a VOTE of 5-0.
C. KMEA Board of Director Appointment - Kent stated, this is a request to reappoint Chris Douglass, Power Plant Foremen, as Director 2 on the KMEA Board of Directors for a two year term. ON A MOTION by Commissioner Redlin to approve the reappointment of Chris Douglass as Director 2 to the KMEA Board of Directors seconded by Vice-Mayor Howard. MOTION carried on a VOTE of 5-0.
D. Prior Bid Award for Caldwell Avenue: Bidder Ownership Change - Mayor Thompson stated, the Commission awarded the Caldwell project to McCormick Asphalt \& Paving who was purchased by Bettis Asphalt \& Construction, Inc. The contract award needs to reflect the acquisition. ON A MOTION by Commissioner Showalter to change the name on all contracts and legal documents for the Cost Share project on Caldwell Avenue, including the notice of bid award for $\$ 393,980.85$ to Bettis Asphalt \& Construction, Inc. due to the recent acquisition of McCormick Asphalt \& Paving by Bettis Asphalt \& Construction, Inc. seconded by Commissioner Meyers. MOTION carried on a VOTE of 5-0.

## DISCUSSION

A. Replacement of 2 Poles on Electric Tie in Line - Dustin stated, Sunflower Electric will be replacing two poles on our 7 -mile tie to the City of Goodland. During the replacement the City Power Plant will generate electricity during the replacement. We had an inspection in November and two poles were tagged for replacement. They have given us a 3-day window time period from March $13^{\text {th }}$ to $15^{\text {th }}$ to replace poles. There will be some additional generation costs. We cannot work on the line so Sunflower will send a crew to replace them. Public should not see any issues as we will be running before they disconnect. The line was put in during the 1980's so the poles have held up well. Commissioner Showalter stated, we can do a press release to let public know and recognize our power plant crew for having the ability to run. Dustin stated, our plant is an asset as we have no other tie to the outside world.

## REPORTS

A. City Manager - 1. Manager memo is in the packet. 2. February month end financial report is in the packet. 3. After presentation last commission meeting, Barb from CMI will attend next meeting as well as Planning Commission. Staff has been reviewing the 35 recommendations to determine if staff can make changes to code or we need CMI to provide recommendation to give Commission an estimated time frame. Most ordinances will require review by both Planning and City Commission because affect zoning code. Majority of recommendations can be done by staff or staff and have CMI review. There are a few that require experts to help with ordinance. Barb wants a discussion not a presentation. Mayor Thompson stated, when we start process then get down to make changes, it becomes difficult. I am glad she is coming out to discuss. 4. The Parks, Streets and Electric crews did a good job installing the playground shade structure. Danny stated, we could not have completed project without help from other crews. We had ten employees over eleven days and two loads of cement to complete project. This is largest project Parks crew has done. The park has been busy since shade went up. Mayor Thompson stated, it looks good and is really heavy. It took a lot of work. Kent asked, what is good date for ribbon cutting at park? We will invite Paige Ely who started the idea. Consensus of commission is to schedule ribbon cutting sometime next week. 5. The museum is submitting a grant application for restoration of mammoth tusk. She has contacted KU who said they will be able to restore it and design a metal piece for mounting. 6. The 2025 budget calendar is in the packet. The main obstacles setting stage for budget is when we receive valuation from County which is around June $17^{\text {th }}$. Then the County needs City response regarding RNR by July $19^{\text {th }}$ which follows second meeting in July. We will try to start presentation second meeting in June then again July $1^{\text {st }}$. The Commission can consider information and how want to proceed. Staff needs to complete other information before June meeting. 7. I asked Zach to provide an update on nuisance properties. Zach stated, the two trailers at 516 W . Hwy 24 have been removed. The double wide at 716 W . $8^{\text {th }}$ has been removed; they are working to get property cleaned up. At 1004 Kansas I have been in contact with property owner. They will be cleaning up property. Property at 1608 Cherry was condemned previously but they have renovated property and almost ready to occupy. I am working with City Attorney for property at $416 \mathrm{~W} .4^{\text {th }}$. 8. The Leadership Kansas application I submitted did not make cut for this class. They did recommend I submit another application next year. 9. Annual water use information is included in your packet. With moisture in spring and early summer our water usage was down last year. It was the lowest in fifteen years. 300,000,000 gallons were pumped which equates to 183 gallons per capita per day for Goodland. We need to be better with water consumption and conservation. Hays has been required to be in a program for a number of years and their per capita per day average is in the 80 's. 10. I had an individual inquire as to whether the City would be interested in selling our property on Highway 24. They are having to move their business. Does the City have any interest for me to discuss with individual? It is not retail but a commercial business. Mayor Thompson stated, that property is located in a commercial district. I would want it to tie into other businesses in area.
B. City Commissioners

Commissioner Redlin - 1. Congratulations to Cowboys and Cowgirls, good luck at state.
Vice-Mayor Howard - 1. Echo comments of Commissioner Redlin.
Commissioner Showalter - 1. I would like to recognize KHP Trooper Scott Baker. KHP awarded him for largest cocaine seizure in Kansas and most drug and currency seizures in the state. I know he works with Jason and his officers. We are lucky he is stationed in Goodland, he does a great job.

MINUTES
Goodland City Commission
March 4, 2024
Page 4
Commissioner Myers - 1. Echo comments of Commissioner Redlin.
C. Mayor Thompson- 1. No Report

EXECUTIVE SESSION
Executive session was not held.

ADJOURNMENT WAS HAD ON A MOTION BY Commissioner Redlin seconded by Commissioner Showalter. Motion carried by unanimous VOTE, meeting adjourned at 5:45 p.m. Next meeting is scheduled for March 18, 2024.

## ATTEST:

Aaron Thompson, Mayor

Mary P. Volk, City Clerk
INVOICE NO LN DATE PO NO REFERENCE TRACK

| 2652911 CUSTOM |  |  |  |  |  |
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| 53760 | 1 | 7/06/23 |  | CUP HOLDERS/CITY MGR PICKUP | 11-00-0006 |
| 55677 | 1 | 1/24/24 | 20490 | NEW PD VEHICHLE EQUIPMENT X 2 | 36-01-4010 |
| 55677-1 | 1 | 2/23/24 | 20490 | NEW PD VEHICHLE EQUIPMENT X 2 | 36-01-4010 |
| 55677-2 | 1 | 2/29/24 | 20490 | NEW PD VEHICHLE EQUIPMENT X 2 | 36-01-4010 |
| 55758 | 1 | 1/26/24 | 20490 | NEW PD VEHICHLE EQUIPMENT X 2 | 36-01-4010 |
| 911 CUSTOM |  |  |  |  |  |
| 3691 ALLIANCE SOURCE TESTING |  |  |  |  |  |
| INV43856 | 1 | 2/23/24 | 20271 | EMISSIONS COMPLIANCE TESTING | 15-40-2140 |
| ALLIANCE SOURCE TESting |  |  |  |  |  |
| 2871 AMERICAN FAMILY LIFE |  |  |  |  |  |
| PR20240308 | 1 | 3/08/24 |  | AFLAC CANCER | 11-00-0012 |
| PR20240308 | 2 | 3/08/24 |  | AFLAC CANCER | 15-00-0012 |
| PR20240308 | 3 | 3/08/24 |  | AFLAC CANCER | 21-00-0012 |
| PR20240308 | 4 | 3/08/24 |  | AFLAC ACCIDENT | 11-00-0012 |
| PR20240308 | 5 | 3/08/24 |  | AFLAC ACCIDENT | 15-00-0012 |
| PR20240308 | 6 | 3/08/24 |  | AFLAC ACCIDENT | 21-00-0012 |
| PR20240308 | 7 | 3/08/24 |  | AFLAC ST DISB | 11-00-0012 |
| PR20240308 | 8 | 3/08/24 |  | AFLAC ST DISB | 15-00-0012 |
| PR20240308 | 9 | 3/08/24 |  | AFLAC LIFE RIDR | 15-00-0012 |
| PR20240308 | 10 | 3/08/24 |  | AFLAC LIFE | 11-00-0012 |
| PR20240308 | 11 | 3/08/24 |  | AFLAC LIFE | 21-00-0012 |
| PR20240308 | 12 | 3/08/24 |  | SPEC HLTH EVENT | 11-00-0012 |
| PR20240308 | 13 | 3/08/24 |  | SPEC HLTH EVENT | 23-00-0012 |
| PR20240308 | 14 | 3/08/24 |  | AFLAC HOSP CONF | 11-00-0012 |

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UPHOLSTERY
REPAIR/RECOVER SEAT
15-40-3060
BILL'S UPHOLSTERY

374 BLACK HILLS ENERGY
$13 / 06 / 24$
GAS CHARGES/CITY SHOP
$13 / 06 / 24$
$13 / 11 / 24$

GAS CHARGES/MUSEUM
GAS ChARGES/WATER TREATMENT

21-42-2100
11-17-2100 21-40-2100

36-01-4010 11-19-3060 36-01-4010

11-03-2140

| 109.80 | 67861 | $3 / 18 / 24$ |
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| 2568.00 | 67861 | $3 / 18 / 24$ |
| 7566.00 | 67861 | $3 / 18 / 24$ |
| 382.00 | 67861 | $3 / 18 / 24$ |
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| N | 16.02 | 3045910 | $3 / 15 / 24$ | E |
| N | 18.21 | 3045910 | $3 / 15 / 24$ | E |
| N | 99.30 | 3045910 | $3 / 15 / 24$ | E |
| N | 19.02 | 3045910 | $3 / 15 / 24$ | E |
| N | 14.28 | 3045910 | $3 / 15 / 24$ | E |
| N | 43.08 | 3045910 | $3 / 15 / 24$ | E |
| N | 43.20 | 3045910 | $3 / 15 / 24$ | E |
| N | 2.76 | 3045910 | $3 / 15 / 24$ | E |
| N | 36.33 | 3045910 | $3 / 15 / 24$ | E |
| N | 12.51 | 3045910 | $3 / 15 / 24$ | E |
| N | 20.10 | 3045910 | $3 / 15 / 24$ | E |
| N | 13.62 | 3045910 | $3 / 15 / 24$ | E |
| N | 51.96 | 3045910 | $3 / 15 / 24$ | E |



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| 327.08 | 67866 | $3 / 18 / 24$ |

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|  | 374 | BLACK HILLS ENERGY |  |  |
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| GEN24-137 | 1 | $3 / 05 / 24$ | GAS CHARGES/PARKS |  |
| GEN24-137 | 2 | $3 / 05 / 24$ | GAS CHARGES/AIRPORT | $11-15-2100$ |
| GEN24-137 | 3 | $3 / 05 / 24$ | GAS CHARGES/AIRPORT | $11-13-2100$ |
| GEN24-138 | 1 | $3 / 06 / 24$ | GAS CHARGES/SHOP | $11-13-2100$ |
| GEN24-139 | 1 | $3 / 06 / 24$ | GAS CHARGES/POWER PLANT | $11-11-2100$ |
| GEN24-140 | 1 | $3 / 11 / 24$ | GAS CHARGES/CITY BUILDING | $15-40-2100$ |
| GEN24-140 | 2 | $3 / 11 / 24$ | GAS CHARGES/CITY BUILDING | $15-44-2100$ |
| GEN24-141 | 1 | $3 / 04 / 24$ | GAS CHARGES/FAA | $21-40-2100$ |
| GEN24-142 | 1 | $3 / 11 / 24$ | GAS CHARGES/ARTS CENTER | $11-13-2100$ |
| GEN24-143 | 1 | $3 / 06 / 24$ | GAS CHARGES/WELCOME CENTER | $11-02-2100$ |
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| $03-00-0003$ | 9100.00 | 67859 | $3 / 07 / 24$ |
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| $05-00-0003$ | 10500.00 | 67859 | $3 / 07 / 24$ |
| $06-00-0003$ | 14500.00 | 67859 | $3 / 07 / 24$ |
| $07-00-0003$ | 80000.00 | 67859 | $3 / 07 / 24$ |
| $09-00-0003$ | 40000.00 | 67859 | $3 / 07 / 24$ |
| $11-00-0003$ | 50000.00 | 67859 | $3 / 07 / 24$ |
| $15-00-0003$ | 25000.00 | 67859 | $3 / 07 / 24$ |
| $18-00-0003$ | 1500.00 | 67859 | $3 / 07 / 24$ |
| $19-00-0003$ | 2500.00 | 67859 | $3 / 07 / 24$ |
| $20-00-0003$ | 55000.00 | 67859 | $3 / 07 / 24$ |
| $22-00-0003$ | 4000.00 | 67859 | $3 / 07 / 24$ |
| $23-00-0003$ | 5000.00 | 67859 | $3 / 07 / 24$ |
| $25-00-0003$ | 6000.00 | 67859 | $3 / 07 / 24$ |
| $27-00-0003$ | 10000.00 | 67859 | $3 / 07 / 24$ |
| $32-00-0003$ | 137000.00 | 67859 | $3 / 07 / 24$ |
| $33-00-0003$ | 30000.00 | 67859 | $3 / 07 / 24$ |
| $35-00-0003$ | 24000.00 | 67859 | $3 / 07 / 24$ |
| $36-00-0003$ | 250000.00 | 67859 | $3 / 07 / 24$ |
| $37-00-0003$ | 46900.00 | 67859 | $3 / 07 / 24$ |
| $38-00-0003$ | 695000.00 | 67859 | $3 / 07 / 24$ |
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|  | 1331 | CASHIER'S |
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$38-01-4010$
$38-01-4010$

CDW GOVERNMENT,INC

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$15-44-3130$
$11-03-3130$ 11-03-3130 11-03-3120

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| 11.45 | 67868 | $3 / 18 / 24$ |
| 12.37 | 67868 | $3 / 18 / 24$ |
| 102.50 | 67868 | $3 / 18 / 24$ |
| ------161.82 |  |  |
|  |  |  |
| 358.80 | 67869 | $3 / 18 / 24$ |

INVOICE NO LN DATE PO NO REFERENCE TRACK

| 515 CITY OF GOODLAND, FUEL |  |  |  |  |  |  |  |
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| GEN24-119 | 2 | 3/01/24 | diesel | 11-15-3070 | 10.20 | 67869 | 3/18/24 |
| GEN24-119 | 3 | 3/01/24 | diesel | 11-11-3070 | 1233.90 | 67869 | 3/18/24 |
| GEN24-119 | 4 | 3/01/24 | diesel | 21-42-3070 | 396.00 | 67869 | 3/18/24 |
| GEN24-119 | 5 | 3/01/24 | DIESEL | 11-09-3070 | 59.02 | 67869 | 3/18/24 |
| GEN24-119 | 6 | 3/01/24 | GAS | 15-40-3070 | 127.16 | 67869 | 3/18/24 |
| GEN24-119 | 7 | 3/01/24 | GAS | 11-15-3070 | 205.07 | 67869 | 3/18/24 |
| GEN24-119 | 8 | 3/01/24 | GAS | 11-03-3070 | 1654.41 | 67869 | 3/18/24 |
| GEN24-119 | 9 | 3/01/24 | GAS | 11-11-3070 | 294.69 | 67869 | 3/18/24 |
| GEN24-119 | 10 | 3/01/24 | GAS | 23-41-3070 | 73.13 | 67869 | 3/18/24 |
| GEN24-119 | 11 | 3/01/24 | GAS | 11-06-3070 | 212.44 | 67869 | 3/18/24 |
| GEN24-119 | 12 | 3/01/24 | GAS | 21-42-3070 | 171.43 | 67869 | 3/18/24 |
| GEN24-119 | 13 | 3/01/24 | GAS | 21-40-3070 | 222.64 | 67869 | 3/18/24 |
|  |  |  | CITY OF GOODLAND, FUEL |  | 5018.89 |  |  |
| 122 COMMERCIAL SIGN COMPANY I |  |  |  |  |  |  |  |
| 33443 | 1 | 3/04/24 | LOGOS/WATER DEPT TRUCK | 21-42-2140 | 160.00 | 67870 | 3/18/24 |
| 33444 | 1 | 3/04/24 | LOGOS/PW HEAVY EQUIPMENT | 11-11-3060 | 200.00 | 67870 | 3/18/24 |
|  |  |  | COMMERCIAL SIGN COMPANY I |  | 360.00 |  |  |
|  |  | 4050 | COMMUNITY MATTERS INSTITU |  |  |  |  |
| GL 24-02 | 1 | 3/06/24 | HOUSING NEEDS CONTRACT | 11-00-0006 | 1600.00 | 67871 | 3/18/24 |
|  |  |  | COMMUNITY MATTERS INSTITU |  | 1600.00 |  |  |
| 987 COMPLIANCE ONE |  |  |  |  |  |  |  |
| 314294 | 1 | 3/07/24 | Admin fee | 15-42-2140 | 45.90 | 67872 | 3/18/24 |
| 314294 | 2 | 3/07/24 | Admin fee | 15-40-2140 | 22.95 | 67872 | 3/18/24 |
| 314294 | 3 | 3/07/24 | Admin fee | 11-11-2140 | 53.55 | 67872 | 3/18/24 |
| 314667 | 1 | 3/07/24 | EAP | 15-44-2140 | 5.50 | 67872 | 3/18/24 |
| 314667 | 2 | 3/07/24 | EAP | 15-42-2140 | 4.40 | 67872 | 3/18/24 |
| 314667 | 3 | 3/07/24 | EAP | 11-15-2140 | 3.30 | 67872 | 3/18/24 |
| 314667 | 4 | 3/07/24 | EAP | 11-11-2140 | 4.40 | 67872 | 3/18/24 |
| 314667 | 5 | 3/07/24 | EAP | 11-03-2140 | 9.90 | 67872 | 3/18/24 |
| 314667 | 6 | 3/07/24 | EAP | 11-02-2140 | 4.40 | 67872 | 3/18/24 |
| 314667 | 7 | 3/07/24 | EAP | 11-04-2140 | 1.10 | 67872 | 3/18/24 |
| 314667 | 8 | 3/07/24 | EAP | 11-17-2140 | 1.10 | 67872 | 3/18/24 |
| 314667 | 9 | 3/07/24 | EAP | 21-42-2140 | 4.40 | 67872 | 3/18/24 |
| 314667 | 10 | 3/07/24 | EAP | 23-41-2140 | 2.20 | 67872 | 3/18/24 |
|  |  |  | COMPLIANCE ONE |  | 163.10 |  |  |
| 2015 CONST. NEWENERGY |  |  |  |  |  |  |  |
| 3983639 | 1 | 3/12/24 | GAS Charges/CITY Shop | 11-11-2100 | 1185.11 | 67873 | 3/18/24 |
| 3983653 | 1 | 3/12/24 | GAS ChARGES/CITY OFFICE | 15-44-2100 | 302.32 | 67873 | 3/18/24 |
| 3983653 | 2 | 3/12/24 | GAS ChARGES/CItY OFFICE | 21-40-2100 | 302.31 | 67873 | 3/18/24 |
|  |  |  | CONST. NEWENERGY |  | 1789.74 |  |  |
| 600 CONSTELLATION NEWENERGY G |  |  |  |  |  |  |  |
| 3976751 | 1 | 3/04/24 | GAS CHARGES/JANUARY 2024 | 15-40-2090 | 1422.05 | 67874 | 3/18/24 |

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100946
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100955

ADAPTOR/\#24
CLIP/NEW PD VEHICHLE
COVERS/PD NEW VEHICLE
DAN BRENNER FORD-MERCURY,
2623 DIGITAL ALLEY

DIGITAL ALLEY

DUTTON-LAINSON COMPANY
GEN24-120
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3334

634 DUTTO
$13 / 07 / 2420531$
NSON COMPANY

|  | 2254 | EAGLE |
| ---: | :---: | ---: |
| 1 | $3 / 01 / 24$ | COMMUNICATIONS |
| 2 | $3 / 01 / 24$ | TELEPHONE/INTERNET |
| 3 | $3 / 01 / 24$ | TELEPHONE/INTERNET |
| 4 | $3 / 01 / 24$ | TELEPHONE/INTERNET |
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| 6 | $3 / 01 / 24$ | TELEPHONE/INTERNET |
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| 8 | $3 / 01 / 24$ | TELEPHONE/INTERNET |
| 9 | $3 / 01 / 24$ | TELEPHONE/INTERNET |
| 10 | $3 / 01 / 24$ | TELEPHONE/INTERNET |
| 11 | $3 / 01 / 24$ | TELEPHONE/INTERNET |
| 12 | $3 / 01 / 24$ | TELEPHONE/INTERNET |
| 13 | $3 / 01 / 24$ | TELEPHONE/INTERNET |
| 14 | $3 / 01 / 24$ | TELEPHONE/INTERNET |
| 15 | $3 / 01 / 24$ | TELEPHONE/INTERNET |

EAGLE COMMUNICATIONS
172 EKLUND
$13 / 04 / 24$
BOND/VANVLEET
EKLUND
3800 EMC INSURANCE COMPANIES
7001782245
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7001782245 7001782245 7001782245 7001782245 7001782245 7001782245

## PREMIUM

PREMIUM PREMIUM PREMIUM PREMIUM PREMIUM PREMIUM PREMIUM

11-03-4020

21-42-4020
$21-42-3170$
$36-01-4010$
36-01-4010

11-03-2180 11-04-218 11-06-2180 11-09-2180 11-11-2100 11-15-2100 11-15-2100 11-17-2180 11-25-2180 15-40-2100 15-44-2180 21-40-2180 21-42-2100 23-41-2180 11-02-2180

15-44-2140
$21-40-2060$
$21-42-2060$
$23-41-2060$
$23-43-2060$
$15-40-2060$
$15-42-2060$
$15-44-2060$
$11-02-2060$

21-42-206 23-41-2060 23-43-2060 5-40-2060 15-44-2060 11-02-2060

67875 3/18/24 67875 3/18/24 67875 3/18/24 67876 3/18/24

| 413.25 | 67879 | $3 / 18 / 24$ |
| ---: | ---: | ---: |
| 125.65 | 67879 | $3 / 18 / 24$ |
| 54.28 | 67879 | $3 / 18 / 24$ |
| 154.41 | 67879 | $3 / 18 / 24$ |
| 183.18 | 67879 | $3 / 18 / 24$ |
| 125.65 | 67879 | $3 / 18 / 24$ |
| 125.65 | 67879 | $3 / 18 / 24$ |
| 183.18 | 67879 | $3 / 18 / 24$ |
| 211.94 | 67879 | $3 / 18 / 24$ |
| 183.18 | 67879 | $3 / 18 / 24$ |
| 269.47 | 67879 | $3 / 18 / 24$ |
| 125.65 | 67879 | $3 / 18 / 24$ |
| 154.41 | 67879 | $3 / 18 / 24$ |
| 125.65 | 67879 | $3 / 18 / 24$ |
| 283.27 | 67879 | $3 / 18 / 24$ |
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67880 3/18/24
$678813 / 18 / 24$

| 3.30 | 67881 | $3 / 18 / 24$ |
| ---: | ---: | ---: |
| 3.30 | 67881 | $3 / 18 / 24$ |
| 3.30 | 67881 | $3 / 18 / 24$ |
| 3.30 | 67881 | $3 / 18 / 24$ |
| 44.55 | 67881 | $3 / 18 / 24$ |
| 44.55 | 67881 | $3 / 18 / 24$ |
| 6.60 | 67881 | $3 / 18 / 24$ |
| 56.10 | 67881 | $3 / 18 / 24$ |
| --------1 |  |  |
| 165.00 |  |  |





INVOICE NO LN DATE PO NO REFERENCE
CD GL ACCOUNT

|  | 3403 | PEST AWAY LLC |  |  |
| :--- | ---: | :--- | :--- | :--- | :--- |
| 20670 | 8 | $3 / 07 / 24$ |  | PEST CONTROL/MARCH 2024 |
| 20670 | 9 | $3 / 07 / 24$ | PEST CONTROL/MARCH 2024 |  |
| 20670 | 10 | $3 / 07 / 24$ | PEST CONTROL/MARCH 2024 |  |
| 20670 | 11 | $3 / 07 / 24$ | PEST CONTROL/MARCH 2024 |  |
| 20670 | 12 | $3 / 07 / 24$ | PEST CONTROL/MARCH 2024 |  |

$11-03-2140$
$11-21-2140$
$11-15-2140$
$11-23-2140$

11-23-2140

PEST AWAY LLC
3875 POINT GUARD U

| GEN24-124 | 1 | 3/06/24 |  | GOODLAND, KS SPONSORSHIP | 11-03-2130 | 125.00 | 67906 | $\begin{aligned} & 3 / 18 / 24 \\ & 3 / 18 / 24 \end{aligned}$ |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| GEN24-124 | 2 | 3/06/24 |  | GOODLAND, KS SPONSORSHIP | 15-44-2130 | 125.00 | 67906 |  |
|  |  |  |  | POINT GUARD U |  | 250.00 |  |  |
|  |  | 1924 | PRAIRIE L | AAND ELECTRIC |  |  |  |  |
| 5490 | 1 | 3/08/24 |  | POWER BILL/FEBRUARY 2024 | 15-40-2120 | 137941.32 | 67907 | 3/18/24 |
|  |  |  |  | PRAIRIE LAND ELECTRIC |  | 137941.32 |  |  |
|  |  | 4065 | PVS DX, IN | NC. |  |  |  |  |
| DE280000054-24 | 1 | 2/29/24 |  | CHLORINE CYLINDERS | 21-40-3040 | 140.00 | 67908 | 3/18/24 |
|  |  |  |  | PVS DX, INC. |  | 140.00 |  |  |
|  |  | 3462 | REPUBLICAI | An VAlley veterin |  |  |  |  |
| 221886 | 1 | 1/25/24 |  | RABIES/FRINK BAMBI | 11-05-2140 | 25.00 | 67909 | 3/18/24 |
| 222157 | 1 | 2/07/24 |  | RABIES/AARON TRACKER | 11-05-2140 | 25.00 | 67909 | 3/18/24 |
|  |  |  |  | REPUBLICAN VALLEY VETERIN |  | 50.00 |  |  |
|  |  | 262 | Rocking m | M MEDIA |  |  |  |  |
| 32949-3 | 1 | 11/29/23 |  | HOLIDAY GREETING/MUSEUM | 11-00-0006 | 245.00 | 67910 | 3/18/24 |
|  |  |  |  | Rocking m media |  | 245.00 |  |  |
|  |  | 1902 | SAGE PRODU | UUCTS, INC |  |  |  |  |
| 0098274 | 1 | 2/23/24 205 | 20502 | LENS WIPES, BUG SPRAY, AEROSOL | 15-42-3120 | 1311.78 | 67911 | 3/18/24 |
| 0098328 | 1 | 3/01/24 205 | 20502 | MOSQUITO WIPES | 15-42-3120 | 132.81 | 67911 | 3/18/24 |
|  |  |  |  | SAGE PRODUCTS, INC |  | 1444.59 |  |  |
|  |  | 924 | SCHEOPNER | 'S WATER CONDITI |  |  |  |  |
| 11311 | 1 | 3/01/24 |  | COOLER RENT | 11-03-3120 | 12.50 | 67912 | 3/18/24 |
| 13506 | 1 | 2/14/24 |  | PARTS/LABOR REPAIR SOFTENER | 21-40-3060 | 515.00 | 67912 | 3/18/24 |
| 20.00 | 1 | 2/22/24 |  | WATER X 2 | 11-03-3120 | 20.00 | 67912 | 3/18/24 |
| 56724 | 1 | 2/05/24 |  | WATER | 11-03-3120 | 10.00 | 67912 | 3/18/24 |
|  |  |  |  | SCHEOPNER'S WATER CONDITI |  | 557.50 |  |  |
|  |  | 2/23/24 | SCHLOSSER | , INC. | 26-01-4010 | 2470.50 | 67913 | 3/18/24 |
|  |  |  |  | SCHLOSSER, INC. |  | 2470.50 |  |  |

INVOICE NO LN DATE PO NO REFERENCE


| INVOICE NO | LN | DATE | PO NO |
| :---: | :---: | :---: | :---: |
|  | 3524 VERIZON |  |  |


|  | 3524 |  | VERIZON |
| :--- | :--- | :--- | :--- |
| 9957953227 | 1 | $2 / 29 / 24$ | HOTSPOT |
| 9957953227 | 2 | $2 / 29 / 24$ | CELL PHONES/HOT SPOTS |
| 9957953227 | 3 | $2 / 29 / 24$ | CELL PHONE/IPAD |
| 9957953227 | 4 | $2 / 29 / 24$ | IPAD |
| 9957953227 | 5 | $2 / 29 / 24$ | CELL PHONE/IPAD |
| 9957953227 | 6 | $2 / 29 / 24$ | CELL PHONE/IPAD |
| 9957953227 | 7 | $2 / 29 / 24$ | ON CALL PHONE |
| 9957953227 | 8 | $2 / 29 / 24$ | IPAD/GIS TABLET |


| $11-02-2180$ | 40.01 | 67921 | $3 / 18 / 24$ |
| ---: | ---: | ---: | :--- |
| $11-03-2180$ | 706.69 | 67921 | $3 / 18 / 24$ |
| $11-06-2180$ | 81.77 | 67921 | $3 / 18 / 24$ |
| $11-09-3120$ | 40.01 | 67921 | $3 / 18 / 24$ |
| $11-11-3120$ | 64.47 | 67921 | $3 / 18 / 24$ |
| $15-42-3120$ | 81.77 | 67921 | $3 / 18 / 24$ |
| $15-42-3120$ | 24.46 | 67921 | $3 / 18 / 24$ |
| $21-40-2180$ | 80.02 | 67921 | $3 / 18 / 24$ |

VERIZON
1119.20

PHONE CHARGING CABLE
HOTEL/HILDEBRAND COM ELEC CLAS MEAL/HILDEBRAND COMM ETEC CLAS MEAL/HILDEBRAND COMM EIEC CIAS MEAL/HIIDEBRAND COMM ELEC CIAS MEAL/HILDEBRAND COMM ELEC CLAS MEAL/HILDEBRAND COMM ELEC CLAS MEAL/HILDEBRAND COMM ELEC CLAS MEAL/HILDEBRAND COMM ELEC CLAS HOTEL/HILDEBRANDCOM ELEC CLASS FUEL/HILDEBRAND COM ELEC CLASS MEAL/HILDEBRAND COM ELEC CLASS MEAL/HILDEBRAND COM ELEC CLASS MEAL/HILDEBRAND COM EIEC CIASS MEAL/HILDEBRAND COM ELEC CLASS BLINDS/MUSEUM
BLINDS/STREET DEPT HOUSE NUMBERS AIRPORT GATE
K9 CERTIFICATION/PO 20474
3/8"HDPE PLASTIC 4X8/PO20480 GETXENT TUBE/BAGS PO 20482 CAR SEAT CLASS/PD 20483 FUEL/MADER K9 CERT HOTEL/MADER K9 CERT MEAL/MADER K9 CERT MEAL/MADER K9 CERT FUEL/MADER K9 CERT MEAL/MADER K9 CERT MEAL/MADER K9 CERT MEAL/MADER K9 CERT MEAL/MADER K9 CERT K9 DOG FOOD

VISA

11-02-2190 11-09-2190 11-09-2190 11-09-2190 11-09-2190 11-09-2190 11-09-2190 11-09-2190 11-09-2190 11-09-2190 11-09-2190 11-09-2190 11-09-2190 11-09-2190 11-09-2190 11-17-3030 11-11-3030 11-09-3120 11-13-3060 11-03-3250 19-01-4020 11-03-325 25-01-2170 11-03-2190 11-03-2190 11-03-2190 11-03-2190 11-03-2190 11-03-2190 11-03-2190 11-03-2190

| 23.86 | 67924 | $3 / 18 / 24$ |
| ---: | ---: | ---: |
| 567.40 | 67924 | $3 / 18 / 24$ |
| 25.98 | 67924 | $3 / 18 / 24$ |
| 18.72 | 67924 | $3 / 18 / 24$ |
| 17.85 | 67924 | $3 / 18 / 24$ |
| 20.24 | 67924 | $3 / 18 / 24$ |
| 11.86 | 67924 | $3 / 18 / 24$ |
| 18.72 | 67924 | $3 / 18 / 24$ |
| 25.98 | 67924 | $3 / 18 / 24$ |
| 132.22 | 67924 | $3 / 18 / 24$ |
| 37.00 | 67924 | $3 / 18 / 24$ |
| 13.82 | 67924 | $3 / 18 / 24$ |
| 11.86 | 67924 | $3 / 18 / 24$ |
| 14.29 | 67924 | $3 / 18 / 24$ |
| 13.35 | 67924 | $3 / 18 / 24$ |
| 719.78 | 67924 | $3 / 18 / 24$ |
| 175.39 | 67924 | $3 / 18 / 24$ |
| 37.41 | 67924 | $3 / 18 / 24$ |
| 311.56 | 67924 | $3 / 18 / 24$ |
| 80.00 | 67924 | $3 / 18 / 24$ |
| 185.00 | 67924 | $3 / 18 / 24$ |
| 43.00 | 67924 | $3 / 18 / 24$ |
| 95.00 | 67924 | $3 / 18 / 24$ |
| 29.59 | 67924 | $3 / 18 / 24$ |
| 147.90 | 67924 | $3 / 18 / 24$ |
| 20.33 | 67924 | $3 / 18 / 24$ |
| 13.30 | 67924 | $3 / 18 / 24$ |
| 26.00 | 67924 | $3 / 18 / 24$ |
| 13.34 | 67924 | $3 / 18 / 24$ |
| 17.54 | 67924 | $3 / 18 / 24$ |
| 15.59 | 67924 | $3 / 18 / 24$ |
| 17.89 | 67924 | $3 / 18 / 24$ |
| 55.99 | 67924 | $3 / 18 / 24$ |
|  |  |  |

GLJRNLUD

| JRNL ID/ | OTHER NUMBER/ |
| :--- | :--- |
| ACCOUNT NUMBER | ACCOUNT TITLE |

THER REFERENCE/
REFERENCE
DEBIT
CREDIT BANK \#

PAYROLL
07-01-5030
07-00-0001
07-01-5030
07-00-0001
14-01-5080
14-00-0001
15-50-5020
15-00-0001
21-52-5080
21-00-0001
11-00-0893
11-00-0001
15-50-5020
15-50-5020
15-00-0001
15-44-2140
15-00-0001
15-44-2140
15-00-0001
15-00-0010
15-00-0001

| SELF INSUR BCBS STOP LOSS PYMT | STOP LOSS $03 / 08$ |  |
| :--- | :--- | :--- | :--- |
| SELF INSUR CASH |  | STOP LOSS $03 / 08$ |
| SELF INSUR BCBS STOP LOSS PYMT | STOP LOSS $03 / 15$ |  |
| SELF INSUR CASH |  | STOP LOSS 03/15 |
| SALES TAX REMITTANCE TO STATE | FEB SALES TAX |  |
| SALE TAX CASH | FEB SALES TAX |  |
| ELECTRIC COMPENSATING TAX | FEB SALES TAX |  |
| ELECTRIC CASH | FEB SALES TAX |  |
| WATER COMPENSATING TAX REMIT. | FEB SALES TAX |  |
| WATER CASH | FEB SALES TAX |  |
| GENERAL OP. MISC RECEIPTS | FEB SALES TAX |  |
| GENERAL OPERATING CASH | FEB SALES TAX |  |
| ELECTRIC COMPENSATING TAX | FEB COMP TAX |  |
| ELECTRIC CASH | FEB COMP TAX |  |
| ELEC. COMM \& GEN PROF. SERV. | CC TRANS |  |
| ELECTRIC CASH | CC TRANS |  |
| ELEC. COMM \& GEN PROF. SERV. | CC POS TRANS |  |
| ELECTRIC CASH | CC POS TRANS |  |
| ELECTRIC A/C PAYABLE | GWORKS CC |  |
| ELECTRIC CASH | GWORKS CC |  |

19,917.39
4,458.17

19,917.39
4,458.17
4,458.17 $\quad 1$
$20,158.69 \quad 20,158.69$
$\begin{array}{rr}309.32 & 309.32\end{array}$
10.26
$10.26 \quad 1$
7.29
$7.29 \quad 1$
242.75
87.46
$87.46 \quad 1$
71.50

5,493.29
Journal Total
50,756.12
50,756.12
Sub Total
--------12

50,756.12

50,756.12

| FUND | NAME |
| :--- | :--- |
| ------ | ----------------------------- |
| 07 | SELF INSURANCE |
| 11 | GENERAL |
| 14 | SALES TAX |
| 15 | ELECTRIC UTILITY |
| 21 | WATER UTILITY |
|  |  |
|  | TOTALS |


| DEBITS | CREDITS |
| :---: | :---: |
| 24,375.56 | 24,375.56 |
| 7.29 | 7.29 |
| 20,158.69 | 20,158.69 |
| 6,204.32 | 6,204.32 |
| 10.26 | 10.26 |
| 50,756.12 | 50,756.12 |

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


## PAYROLL REGISTER

## ORDINANCE \#2024-P06

## 3/15/2024

| DEPARTMENT | GROSS PAY |
| :--- | ---: |
|  | $56,311.56$ |
| GENERAL | $31,377.59$ |
| ELECTRIC | $4,911.53$ |
| WATER | $5,519.27$ |
| SEWER | $98,119.95$ |

PASSED AND SIGNED THIS $\qquad$ DAY OF
, 2024

## Proclamation <br> National Public Safety Telecommunicators Week

April 14-20, 2024
Whereas emergencies can occur at any time that require police, fire or emergency medical services; and,

Whereas when an emergency occurs the prompt response of police officers, firefighters and emergency medical personnel is critical to the protection of life and preservation of property; and,

Whereas the safety of our police officers and firefighters is dependent upon the quality and accuracy of information obtained from citizens who telephone Sherman County 911 Communications; and,

Whereas Public Safety Telecommunicators are the first and most critical contact our citizens have with emergency services; and,

Whereas Public Safety Telecommunicators are the single vital link for our police officers firefighters and emergency medical personnel by monitoring their activities by radio, providing them information and ensuring their safety; and,

Whereas Public Safety Telecommunicators of Sherman County 911 Communications have contributed substantially to the apprehension of criminals, suppression of fires and treatment of patients; and,

Whereas each dispatcher has exhibited compassion, understanding and professionalism during the performance of their job in the past year;

Therefore Be it resolved that the City Commission of Goodland, KS declares the week of April 14 through 20, 2024, to be National Public Safety Telecommunicators Week in honor of the men and women whose diligence and professionalism keep our city and citizens safe.

Signed this $\qquad$ day of $\qquad$ 2024

Mayor $\qquad$

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

FROM: Zach Hildebrand, Building Official Kent Brown, City Manager<br>DATE: March 18, 2024<br>ITEM: Public Hearing: Petition for Waiver of Distance Limitation Relating to the Sale of Alcoholic Liquor or Cereal Malt Beverages

NEXT STEP: Commission Motion to set a public hearing

```
ORDINANCE
X MOTION
INFORMATION
```


## I. REQUEST OR ISSUE:

The applicant has applied for a waiver of distance that limits the sale of alcoholic liquor or cereal malt beverages. The property they intend to open their business at is located at 1222 Main Ave.

## Chapter 3 Section 102 states:

Sec. 3-102. - Restriction on location.
(a) No alcoholic liquor or cereal malt beverage shall be sold or served by a person holding a license or permit from the city whose place of business or other premises are located within 200 feet of any church, school or library, said distance to be measured from the nearest property line of such church, school or library to the nearest portion of the building occupied by the premises.
(b) The distance location of subsection (a) above shall not apply to a club, drinking establishment, caterer or temporary permit holder when the license or permit applicant petitions for and receives a waiver of the distance limitation from the governing body. The governing body shall grant such a waiver only following public notice and hearing and a finding by the governing body that the proximity of the establishment is not adverse to the public welfare or safety.
(c) No license or permit shall be used for the sale of alcoholic liquor or cereal malt beverage if the building or use does not meet zoning ordinance requirements of the city or conflicts with other city laws, including building and health codes.

## II. RECOMMENDED ACTION / NEXT STEP:

Make a motion to set the date of the public hearing to discuss the application with the applicant as well as give time for the public to receive notice. Set the date for a public hearing to be held on April 15, 2024.

## III. FISCAL IMPACTS:

None

## IV. BACKGROUND INFORMATION:

The distance is measured from the nearest property line of the church, school or library to the nearest portion of the building occupied by the premises. That distance would be approximately 86.7 feet. There is currently a waiver of distance for a neighboring property located at 1218 Main Ave.

City of Goodland
204 W. 11 ${ }^{\text {th }}$ Street
Goodland, KS 67735
PETITION FOR WAIVER OF DISTANCE LIMITATION
RELATING TO THE SALE OF ALCOHOLIC LIQOUR OR CEREAL MALT BEVERAGE
SECTION 1 - APPLICANT INFORMATION

| Applicant Name | Neil Watson and Alison Griffith | Date | $03 / 13 / 24$ |
| :--- | :--- | :--- | :--- |
| Email Address | ksrecroom@outlook.com | Phone \# | 785-772-1347 |
| Applicant's Signature |  |  |  |

## SECTION 2 - BUSINESS INFORMATION

| Business Name | The Rec Room |
| :--- | :--- |
| Business Address | 1222 Main Ave., Goodland, KS 67735 |
| Description of Business | Our business, The Rec Room, aims to provide a recreational outlet with billiards, darts, and arcade games <br> for residents of Goodland and surrounding communities. We also hope to attract travelers along Highway <br> 70 looking for a fun place to relax, eat, and enjoy themselves before continuing their journey. Our <br> planned menu includes pizza, a variety of drinks (carbonated and non-carbonated), snacks, and we are <br> considering adding beer to the menu. |

By receiving a waiver of distance limitation, would your business cause any undue hardship to nearby churches, schools or libraries; or any adverse impacts to public welfare or safety?

Have the neighboring businesses and residents been notified?


RESOLUTION NO. 1627


#### Abstract

A RESOLUTION FIXING A TIME AND PLACE AND PROVIDING FOR NOTICE OF A HEARING BEFORE THE GOVERNING BODY OF THE CITY OF GOODLAND, KANSAS, AT WHICH ANY INTERESTED PERSON MAY APPEAR AT THE HEARING AND BE HEARD ON A PROPOSED WAIVER OF DISTANCE LIMITATIONS RELATING TO THE SALE OF ALCOHOLIC LIQUOR AND CERAL MALT BEVERAGE, PURSUANT TO SEC. 3-102(b) OF THE GOODLAND MUNICIPAL CODE, FOR THE REC ROOM AT 1222 MAIN ST.


WHEREAS, the Building Official of the City of Goodland, Kansas, did on the 13th day of March, 2024, received a petition for waiver of distance limitation according to Sec. 3-102(b) of the Goodland City Code from Neil Watson and Alison Griffith, owners of the business, The Rec Room; and,

WHEREAS, the property at 1222 Main St. is within the distance limitation of 200 feet as per Section 3-102(a) of the Goodland City Code from the nearest church, school, or library:

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

That a hearing will be held on the $15^{\text {th }}$ day of April, 2024, before the governing body of the city at 5:00 o'clock p.m. MST at the City Commission Chambers, $204 \mathrm{~W} 11^{\text {th }}, 2^{\text {nd }}$ Floor; Goodland, Kansas, at which the owner, his or her agent, any lien holders of record, any occupant and any other interested party of the proposed waiver of distance limitation according to Section 3-102(b) of the Goodland City Code for the following properties:

1222 Main St., The Rec Room

May appear and be heard regarding the petition for waiver of distance limitation.
BE IT FURTHER RESOLVED, that the City Clerk shall cause this resolution to be published in the official city paper and shall give notice of the aforesaid hearing in the manner provided by law.

Adopted this $18^{\text {th }}$ day of March, 2024.

ATTEST:

AGENDA ITEM
CITY COMMISSION COMMUNICATION FORM

FROM: Zach Hildebrand- Building Official Kent Brown- City Manager<br>DATE: 3/18/2024<br>\section*{ITEM: Resolution 1628-To set hearing on petition for deannexation - Goodland Energy} Center Lots 15, 19, 20, 21 and 22

NEXT STEP: Commission Motion

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        ORDINANCE
    _X_MOTION
    _INFORMATION
```


## I. REQUEST OR ISSUE:

This is a resolution fixing a time and place and providing for notice of a hearing before the governing body of the city of Goodland, Kansas, at which the owner, his or her agent, lienholders of record, occupants and any other interested party may be heard regarding the petition for deannexation for Goodland Energy Center lots 15, 19, 20, 21 and 22.

## II. BACKGROUND INFORMATION

In the December 18, 2024, City Commission minutes, it states:
A. Zekke Beringer, citizen stated, I would like to request the City de-annex the land in the county, out by Caruso. I own 5 plots in the area and would like to start a gun range and other projects in area. Where the land is annexed into the City, I pay city taxes and maintain property myself. Mayor Thompson stated, this land was annexed for the energy plant that was going to be put in years ago. Commissioner Showalter asked, what is benefit to the city to de-annex the land? Zekke stated, you do not have to maintain anything out there. One easement has a huge washout over it that I do not want to maintain. I cannot have a shooting range within City limits.

The petition for deannexation was received in the city clerk's office on March 14. The resolution will set the time and place for the public hearing. The city may or may not decide to proceed with the process of deannexation or "exclusion of territory".

The process for deannexation is included in the agenda packet. The Kansas Statutes, at K.S.A. 12-504 et seq., provide the means by which a city may voluntarily order that land within its boundaries be deannexed. This process is not statutorily referred to as deannexation, but is know as the exclusion of territory.

## 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.

## Request for De-Annexation

TO: The Governing Body of the City of Goodland, Kansas
The undersigned owners of record of the following described land hereby petition the Governing Body of the City of Goodland, Kansas, to de-annex such land from the City. The land to be de-annexed is described as follows:

> Goodland Energy Center Lot 15
> Goodland Energy Center Lot 19
> Goodland Energy Center Lot 20
> Goodiand Energy Center Lot 21
> Goodland Energy Center Lot 22

Such land lies within the city limits of Goodland, Kansas
The undersigned further warrant and guarantee that they are the only owners of record of the land. Signed this 14th day of March 2024.



RESOLUTION NO. 1628


#### Abstract

A RESOLUTION FIXING A TIME AND PLACE AND PROVIDING FOR NOTICE OF A HEARING BEFORE THE GOVERNING BODY OF THE CITY OF GOODLAND, KANSAS, AT WHICH THE OWNER, HIS OR HER AGENT, LIENHOLDERS OF RECORD, OCCUPANTS AND ANY OTHER INTERESTED PERSON MAY APPEAR AT THE HEARING AND BE HEARD ON A PROPOSED DEANNEXATION.


WHEREAS, the City Clerk of the City of Goodland, Kansas, did on the 14th day of March, 2024, received a petition for deannexation of certain properties from Zekke and Julie Beringer; and,

WHEREAS, the properties located in the NW Quarter of Section 20, Township 08, Range 40 , as listed on the petition for deannexation include the following:

Goodland Energy Center Lot 15
Goodland Energy Center Lot 19
Goodland Energy Center Lot 20
Goodland Energy Center Lot 21
Goodland Energy Center Lot 22

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

That a hearing will be held on the $15^{\text {th }}$ day of April, 2024, before the governing body of the city at 5:00 o'clock p.m. MST at the City Commission Chambers, $204 \mathrm{~W} 11^{\text {th }}, 2^{\text {nd }}$ Floor; Goodland, Kansas, at which the owner, his or her agent, any lien holders of record, any occupant and any other interested party of the proposed deannexation of the following properties:

Goodland Energy Center, Lots 15, 19, 20, 21, 22, of the City of Goodland, Sherman County Kansas, according to the recorded plat thereof.

May appear and be heard regarding the petition for deannexation.
BE IT FURTHER RESOLVED, that the City Clerk shall cause this resolution to be published in the official city paper and shall give notice of the aforesaid hearing in the manner provided by law.

Adopted this $18^{\text {th }}$ day of March, 2024.

## ATTEST:

[^0]
# AGENDA ITEM \# <br> CITY COMMISSION COMMUNICATION FORM 

## FROM: Kent Brown, City Manager Mary Volk, City Clerk

DATE: March 18, 2024

## ITEM: Renewal Property/Vehicle/Liability Insurance

## NEXT STEP: Motion to Approve Renewal

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    ORDINANCE
    X MOTION
        INFORMATION
```


## I. REQUEST OR ISSUE:

The City's policy for property, vehicle and liability insurance expires March 31, 2024. The current insurance carrier for the City is EMC Insurance, who typically underwrites municipal policies. Jacque Livengood from Eklund Insurance has contacted EMC Insurance and others to quote the renewal for the City. As in prior year, the only quote she received back was from EMC. The other carriers replied they will not quote the policy because of the power plant. In the quote from EMC, they evaluated property values in the policy for City properties. The renewal quote effective April 1, 2024 increased approximately $13 \%$ (as of the presentation to staff - but, a few building values were being reviewed including the armory building), but mostly due to changes in property values and there replacement costs. Jacque will be present at the meeting to discuss renewal.

## II. RECOMMENDED ACTION / NEXT STEP:

Our existing policy expires March $31^{\text {st }}$. The premium increase is substantial but less that many other commercial properties according to Jacque. Staff recommends approval of the renewal from EMC Insurance.

## III. FISCAL IMPACTS:

The premium will increase from $\$ 422,038$ to $\$ 481,028$. That includes insurance for over $\$ 56,000,000$ in property values, and over $\$ 50,000,000$ replacement value for the power plant. Also included in this insurance is the vehicles and other types of equipment that the city uses. Insurance is paid from the General Fund and all utility funds so the increase will be spread throughout all these funds and no one fund will take the impact of the entire premium increase.

## IV. BACKGROUND INFORMATION:

Years ago the City utilized EMC Insurance as our carrier, then switched carriers for a few years until returning to EMC Insurance within the past few years. EMC is a good carrier and services the City policy efficiently. Over the past five plus years the City has struggled receiving quotes on our policy because of the power plant.

| COVERAGE | $\begin{gathered} \hline \text { 2023-2024 } \\ \text { EXPIRING } \end{gathered}$ | $\begin{gathered} \text { 2024-2025 } \\ \text { PROPSED } \end{gathered}$ | CARRIER | 2023-2024 <br> EXPIRING <br> LIMITS | 2024-2025 <br> PROPSED LIMITS |  | 2023-204 <br> EXPIRING <br> DEDUCTIBLE |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| GENERAL LIABILITY <br> Products \& Completed Work Personal Injury <br> Advertisement Injury <br> Premises Damage <br> Medical Payments <br> Limited Pollution-Chemical Sprayin <br> EMPLOYEE BENEFITS LIABILITY | \$14,876 <br> Included Included Included Included Included Included <br> Included | \$16,031 | EMC <br> EMC <br> EMC <br> EMC <br> EMC <br> EMC <br> EMC <br> EMC | $\begin{gathered} \hline \$ 1,000,000 / \\ \$ 2,000,000 \\ \$ 1,000,000 \\ \$ 1,000,000 \\ \$ 1,000,000 \\ \$ 500,000 \\ \$ 10,000 \\ \text { Included } \\ \$ 1,000,000 \end{gathered}$ | $\begin{gathered} \hline \$ 1,000,000 / \\ \$ 2,000,000 \\ \$ 2,000,000 \\ \$ 1,000,000 \\ \$ 1,000,000 \\ \$ 500,000 \\ \$ 10,000 \\ \text { Included } \\ \$ 1,000,000 \end{gathered}$ | Each Event Limit/ General Total Limit <br> Total Limit <br> Each Person Limit <br> Each Person Limit <br> Each Wrongful Act/Total Limit | $\begin{aligned} & \$ 1,000 \\ & \$ 1,000 \\ & \$ 1,000 \\ & \$ 1,000 \\ & \$ 1,000 \\ & \$ 1,000 \\ & \$ 1,000 \\ & \$ 2,500 \end{aligned}$ |
| AUTOMOBILE LIABILITY** <br> Uninsured/ Underinsured Motorist Medical Payments <br> AUTOMOBILE PHYSICAL DAMAGE* <br> Comprehensive/Collision Hired Car Physical Damage <br> Garagekeepers | \$40,238 <br> Included Included <br> Included <br> Included <br> Included <br> Included | \$47,013 | EMC <br> EMC <br> EMC <br> EMC <br> EMC <br> EMC <br> EMC | \$1,000,000 <br> \$1,000,000 <br> \$5,000 <br> 67 Units 6 <br> Trailers <br> ACV/RC <br> \$120,000 | \$1,000,000 <br> \$1,000,000 <br> \$5,000 <br> 67 Units 7 <br> Trailers <br> ACV/RC <br> \$120,000 | Stated Amount applies to units > \$100,000 | $\begin{aligned} & \text { None } \\ & \text { None } \\ & \text { None } \\ & \\ & \$ 1,000 / \\ & \$ 3,000 \\ & \$ 1,000 \\ & \$ 500 / \\ & \$ 1,000 \end{aligned}$ |
| CRIME <br> Employee Theft <br> Forgery or Alteration <br> Faithful Performance <br> Inside Premises (Money \& Securití <br> Outside Premises <br> PROPERTY | \$111 <br> Included Included Included <br> Included | \$111 | EMC EMC EMC EMC EMC | $\begin{gathered} \$ 100,000 \\ \$ 100,000 \\ \$ 50,000 \\ \$ 100,000 \\ \$ 100,000 \end{gathered}$ | $\begin{gathered} \$ 100,000 \\ \$ 100,000 \\ \$ 50,000 \\ \$ 100,000 \\ \$ 100,000 \end{gathered}$ | Per Loss <br> Per Employee <br> Per Loss <br> Per Loss <br> Per item / Per <br> Occurrence Limit | $\begin{aligned} & \$ 2,000 \\ & \$ 2,000 \\ & \$ 2,000 \\ & \$ 2,000 \\ & \$ 2,000 \end{aligned}$ |
| Blanket Building <br> Wind \& Hail Coverage <br> Output <br> Wind \& Hail Coverage | $\begin{array}{r} \$ 139,998 \\ \text { Included } \\ \$ 177,423 \end{array}$ | $\$ 149,144$ $\$ 216,147$ | EMC EMC EmC | $\begin{gathered} \$ 47,446,052 \\ \$ 10,000 \\ \$ 49,331,187 \end{gathered}$ | $\begin{gathered} \$ 53,632,413 \\ \$ 10,000 \\ \$ 50,814,397 \end{gathered}$ | Blanket, Replacement Cost, 100\% Co-Ins Wind \& Hail Deductible | $\$ 10,000$ $\$ 25,000$ $\$ 25,000$ $\$ 25,000$ |



IMPORTANT: This summary sheet is for informational purposes only and does not supersede the proposal or policy.

| 2023-2024 |
| :---: |
| PROPOSED |
| DEDUCTIBLE |$|$| $\$ 1,000$ |
| :---: |
| $\$ 1,000$ |
| $\$ 1,000$ |
| $\$ 1,000$ |
| $\$ 1,000$ |
| $\$ 1,000$ |
| $\$ 1,000$ |
| $\$ 2,500$ |
|  |
| None |
| None |
| None |
|  |
| $\$ 1,000 /$ |
| $\$ 3,000$ |
| $\$ 1,000$ |
| $\$ 500 /$ |
| $\$ 1,000$ |
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| $\$ 2,000$ |
| $\$ 2,000$ |
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| $\$ 2,000$ |
| $\$ 10,000$ |
| $\$ 50,000$ |
| $\$ 75,000$ |
| $\$ 75,000$ |


|  |
| :---: |
| $\$ 1,000$ |
| $\$ 1,000$ |
| $\$ 500$ |
| $\$ 1,000$ |
| $\$ 500$ |
| $\$ 1,000$ |
| $\$ 1,000$ |
| $\$ 500$ |
| $\$ 5,000$ |
| $\$ 2,500$ |
| $\$ 10,000$ |
| $\$ 10,000$ |
| $\$ 10,000$ |

## 2024 Insurance Facts

## Automobile Insurance in 2024

Here are several factors that may be responsible for a rise in auto insurance premiums this year:

- An uptick in thefts: Thefts remained on the rise in the first half of 2023 - up $2 \%$ compared to the first half of 2022. That's after over one million vehicles were stolen in the U.S. in 2022, the highest since 2008, with a $7 \%$ year-over-year increase.
- The UAW strike: Based on past events, the fall 2023 auto workers strike may lead to longer cycle times and non-OEM part price increases. In fact, on this side of the 2023 strike, Ford has already said that the deal struck with workers will eventually add \$850-900 to the cost of each vehicle produced.
- Another rise in vehicle repair costs: After double-digit vehicle repair cost increases in 2021 and 2022, 2023 saw a modest $4.6 \%$ increase through Q2 in 2023. Yes, it's a better increase, but one that is passed on to consumers nonetheless.
- Limited inventory: If you've noticed limited inventories when car shopping - that's impacting insurance, too. Limited availability inflates car values and, subsequently, insurance premiums.
- Higher vehicle replacement costs: Vehicle replacement costs soared nearly $45 \%$ between 2020 and 2023, outpacing inflation by roughly $30 \%$. This upward trend will continue to impact the cost of comprehensive and collision coverage in your auto policy.
- Severe weather: Natural disasters cost insurance companies millions in losses. To make up for these losses, insurance companies increase premiums in the ensuing years.
- Higher medical expenses: Medical costs are also on the rise. For auto insurers, that means higher payouts for bodily injury liability claims and, again, higher premiums for auto owners.


## Homeowners Insurance in 2024

Additionally, homeowners insurance rates in 2024 are likely to rise due to the following trends:

- Increase in natural disasters: The significant uptick in natural disasters in recent years has increased claim severity and frequency, increasing premium rates. In fact, since the 1980s, natural disaster losses have increased by almost 700\%. This trend will likely persist in 2024 as insurance companies face higher reinsurance costs.
- Increasingly cautious insurance companies: In the wake of storms and wildfires, insurers opt not to renew policies in high-risk states or abandon states like Florida and California altogether.
- 2023 rate hikes: Two of the biggest insurance companies - USAA and Farmers - hiked rates nearly $15 \%$ in many states. The other eight largest companies had a 6\% to 10\% increase in rates. As of yet, no evidence suggests increases will taper in 2024.


## Commercial Insurance in 2024

- Property Insurance: If your business resides in an area prone to natural disasters, you should expect an increase in property insurance rates by $10 \%$ to $25 \%$. For areas less exposed to such risks, rates will likely remain flat or increase by approximately $10 \%$. The increase is primarily due to rising costs for materials and labor and higher rates from reinsurers.
- General Liability: Rates for these insurance types are likely to increase slightly due to social inflation. Further, carriers are scrutinizing claims more closely, and it's better to be prepared.
- Workers Compensation and Business Insurance: While other premiums may rise, rates for workers' compensation and specific business insurance may remain stable or even see a reduction.
- Cyber Insurance: For the time being, the cyber insurance market remains solid ( $-5 \%$ to $+5 \%$ increase). However, a surge in claims or disruptions in the financial market could trigger changes.

| KMU Dividend Payment History |  |
| :---: | :---: |
| $2022-23$ | Dividend Percentage |
| $2021-22$ | $17.30 \%$ |
| $2020-21$ | $17.51 \%$ |
| $2019-20$ | $17.79 \%$ |
| $2018-19$ | $19.70 \%$ |
| $2017-18$ | $20.00 \%$ |
| $2015-16$ | $19.33 \%$ |

EMC's Auto Municipality Essential Extension and Elite Extension are available for use on most municipality policies.*

| Auto Coverage | Essential | Elite |
| :--- | :--- | :--- |
| Additional Insured: Volunteer worker | Included | Included |
| Airbag Accidental Discharge | Included; mechanical breakdown <br> exclusion does not apply | Included; mechanical breakdown <br> exclusion does not apply |
| Audio, Video and Data Electronic Equipment | Included; no sublimit | Included; no sublimit |
| Auto Loan/Lease Coverage: Unpaid amounts, penalties, fees | Not included | Included; <br> \$500 max for fees or penalties |
| Autos Rented or Hired by Employees | Not included | Included |
| Blanket Additional Insured | Written agreement | Written agreement |
| Blanket Waiver of Subrogation | Not included | Included |
| Business Auto Conditions: Duties in event of accident | Included | Included |
| Business Auto Conditions: Unintentional failure to disclose exposures | Included | Included |
| Commandeered Autos | Included | Included |
| Customized Features: Limited extension | Coverage for permanently <br> installed equipment for | Coverage for permanently <br> installed equipment for |
| chiefs, captains, police, |  |  |
| chiefs, captains, police, |  |  |
| administrators and others |  |  |
| in comparable positions |  |  |

[^1]| Auto Coverage | Essential | Elite |
| :---: | :---: | :---: |
| Loss of Two or More Covered Autos, Same Accident | One deductible | One deductible |
| Mental Anguish | Included in definition of bodily injury | Included in definition of bodily injury |
| Mutual Aid Expense: Reimbursement | \$7,500 limit | \$7,500 limit |
| Newly Formed or Acquired Organizations | Up to 180 days after acquisition | Up to 180 days after acquisition |
| Personal Auto: Physical damage recovery | \$1,000 emergency response or elected official | \$4,500 emergency response; \$1,000 elected official |
| Personal Effects | Not included | \$500 limit |
| Personal Property of Others | \$1,000 limit | \$1,000 limit |
| Rental Reimbursement: Not theft | \$50 day, 30 days; \$1,500 max | \$75 day, 30 days; \$2,250 max |
| Replacement Cost Coverage Extension: Fire departments and rescue squads | Included | Included |
| Replacement Cost on New Autos | Not included | Included, if less than 180 days |
| Subsidiaries as Insureds | Included when you own 50\% of the voting stock on the effective date of this policy | Included when you own 50\% of the voting stock on the effective date of this policy |
| Supplementary Payments: Bail bonds/Loss earnings | \$3,000 for bail bonds; \$350 loss of earnings | \$5,000 for bail bonds; $\$ 500$ loss of earnings |
| Temporary Substitute Autos: Physical damage coverage | Not included | Included |
| Towing | \$100 private passenger; $\$ 500$ other than private passenger | \$100 private passenger; $\$ 500$ other than private passenger |
| Transportation Expense: For total theft | \$75 per day; \$1,000 max | \$75 per day; \$2,500 max |

Disclaimer: This is only a summary of coverage and is subject to policy conditions, limitations and exclusions that may vary from state to state. Refer to the issued policy for specific details regarding coverages, conditions and exclusions. In the event of a conflict between the terms contained herein and the policy, the policy terms and conditions will prevail.

## Count on EMC ${ }^{\text {e }}$

EMC Insurance Companies is in the top 60 property and casualty organizations in the United States and is one of the largest in lowa, based on net written premium. EMC is rated A (Excellent) by AM Best, the premier insurance credit rating organization that rates a company's ability to meet its obligations to policyholders.*

Organized in 1911 to write workers' compensation protection in lowa, EMC Insurance Companies now offers property and casualty insurance products and services throughout the United States and writes reinsurance contracts worldwide. With more than 100 years of experience, customers know they can Count on EMC - and you can too.

EMC's General Liability Essential Extension and Elite Extension are available for use on most municipality policies.

| General Liability Coverage | Essential | Elite |
| :---: | :---: | :---: |
| Additional Insured: Primary and noncontributory | Not included | Included; automatic if required by contract |
| Blanket Additional Insured: Specified relationships | Not included | Included if required by contract |
| Commandeered Mobile Equipment: Owner as an insured | Included | Included |
| Damage to Premises Rented to You: Fire legal liability | $\$ 300,000$; includes fire, lightning, explosion, smoke and sprinkler leakage damage | $\$ 500,000$; includes fire, lightning, explosion, smoke and sprinkler leakage damage |
| Expected or Intended Injury: Reasonable force | Included; bodily injury and physical damage | Included; bodily injury and physical damage |
| Extended Property Damage Coverage for Borrowed Equipment and Customer Goods: Care, custody and control | \$100,000 per occurrence/ \$100,000 policy/\$250 deductible | \$100,000 per occurrence/ \$100,000 policy/\$250 deductible |
| Fellow Employee Coverage | Included | Included |
| Fire, Lightning or Explosion Damage | Expanded definition | Expanded definition |
| General Liability Conditions: Duties in event of accident | Included; clarifies the requirement | Included; clarifies the requirement |
| General Liability Conditions: Unintentional failure to disclose exposures | Included | Included |
| Good Samaritan | Included | Included |
| Governmental Subdivision, Public Entities, Elected or Appointed Officials, and Members of Your Boards as Insureds | Included | Included |
| Health Care Service Professionals as Insureds: Incidental malpractice | Not included | Included |
| Liberalization | Automatic revisions | Automatic revisions |
| Medical Payments Limit | $\$ 5,000$; if not otherwise excluded or reduced | \$10,000; if not otherwise excluded or reduced |
| Medical Payments Reporting Period | 3 years extended reporting | 3 years extended reporting |
| Mental Anguish | Included in definition of "bodily injury" | Included in definition of "bodily injury" |
| Newly Formed or Acquired Organizations as Insureds | Until the $180^{\text {th }}$ day | Until the end of the policy period |
| Nonowned Aircraft | Not included | Included |
| Nonowned Watercraft | Included; no length limitation | Included; no length limitation |
| Property Damage: Elevators | Amendment of exclusions regarding elevators; reduces application of care, custody or control exclusion | Amendment of exclusions regarding elevators; reduces application of care, custody or control exclusion |
| Subsidiaries as Insureds | When you own more than 50\% of the voting stock on the effective date of this policy | When you own more than $50 \%$ of the voting stock on the effective date of this policy |
| Supplementary Payments: Bail bonds/Loss earnings | $\$ 3,000$ bail bond limit; $\$ 350$ loss of earnings | $\$ 5,000$ bail bond limit; $\$ 500$ loss of earnings |
| Waiver of Transfer of Rights of Recovery | Not included | Included if required by contract |
| Water Pollution Liability Arising Out of Potable Water | Included | Included |

Disclaimer: This is only a summary of coverage and is subject to policy conditions, limitations and exclusions that may vary from state to state. Refer to the issued policy for specific details regarding coverages, conditions and exclusions. In the event of a conflict between the terms contained herein and the policy, the policy terms and conditions will prevail.

| Property Coverage | Extension CP7121 |
| :---: | :---: |
| Accounts Receivable | \$250,000 each premises |
| Appurtenant Buildings and Structures | \$500,000 |
| Arson Reward | \$25,000 |
| Asbestos Removal | \$250,000 |
| Business Income and Extra Expense | \$1,000,000 |
| Changes or Extremes in Temperature or Humidity | \$25,000 |
| Civil Authority | \$1,000,000 |
| Cost of Taking Inventory | \$50,000 |
| Debris Removal | 25\% plus \$250,000 |
| Electronic Data-Cost to Replace or Restore | \$100,000 annual aggregate |
| Emergency Services-Commandeered Property | \$500,000 |
| Expediting Expenses | \$100,000 |
| Fences and Signs | Included within 1,000 ft of premises |
| Fine Arts | \$100,000 each occurrence |
| Fire Department Service Charge | \$50,000 |
| Fire Extinguisher-Recharge | Unlimited |
| Foundations of Buildings and Pilings | 10\% of covered property limit up to \$1,000,000 |
| Legal Liability Including Personal Property | \$250,000 |
| Lock Replacement and Rekeying | \$25,000 |
| Money and Securities | \$10,000 each occurrence |
| Newly Acquired Buildings | \$2,000,000 |
| Newly Acquired Business Income | \$500,000 |
| Newly Acquired Personal Property | \$2,000,000 |
| Nonowned Detached Trailers on Premises | \$15,000 (higher limits available) |
| Ordinance or Law | Policy limit |
| Outdoor Property | \$500,000/\$1,000 any one tree, shrub or plant |
| Personal Property | Covered |
| Personal Property Off Premises/In Transit | \$250,000 |
| Personal Property of Others | \$100,000 |
| Pollutant Cleanup and Removal | \$100,000 annual aggregate |
| Preservation of Property | 90 days |
| Underground Fiber Optic | Included, subject to a \$2,500 deductible |
| Underground Pipes* | Included |
| Unreported Buildings and Structures | \$50,000 (option to increase) |
| Utility Services-Direct Damage and Time Element | \$1,000,000 combined limit |
| Valuable Papers and Records-Cost of Research | \$500,000 each premises |
| Water Damage/Sewer Backup | \$100,000 |

*Denotes coverage subject to policy limits
Disclaimer: This is only a summary of coverage and is subject to policy conditions, limitations and exclusions that may vary from state to state. Refer to the issued policy for specific details regarding coverages, conditions and exclusions. In the event of a conflict between the terms contained herein and the policy, the policy terms and conditions will prevail.

# AGENT INSIDER <br> Violent Event Response 

Coverage for Municipalities

## Though not frequent, violent events do happen. Help your municipality clients protect their cities from the unexpected.

## Coverage Benefits

Most general liability policies cover legal liability associated with a violent event; however, other potential expenses associated with such an event would not be covered. EMC offers this optional coverage on a no-fault basis for certain additional expenses such as:

- Death benefits
- Medical expenses
- Personal counseling
- Group counseling
- Funeral expenses
- Loss of income
- Wages of temporary personnel
- Rental of substitute premises
- Additional transportation expenses
- Security services
- Public relations consultant
- Media and communications costs


## Count on EMC ${ }^{\circ}$

EMC Insurance Companies is in the top 50 property and casualty organizations in the United States and is one of the largest in lowa, based on net written premium. EMC is rated A (Excellent) by AM Best, the premier insurance credit rating organization that rates a company's ability to meet its obligations to policyholders.*

Organized in 1911 to write workers' compensation protection in lowa, EMC Insurance Companies now offers property and casualty insurance products and services throughout the United States and writes reinsurance contracts worldwide. With more than 100 years of experience, customers know they can Count on EMC - and you can too.


## What Is a Violent Event?

A violent event is one that has all of the following criteria:

- Is caused by an intentional criminal act or series of acts
- Involves the use of a physical object or weapon, other than the human body, for the purpose of causing injury to any person
- Results in at least one or more persons, other than the perpetrator, sustaining a serious bodily injury or being held hostage


Visit emcins.com to learn more about EMC and what we can offer your customers.

This resource is intended to provide additional information to EMC agents and is not intended for distribution to policyholders.

## Contact Us

Contact your EMC marketing representative or underwriter for more information.

EMC Insurance Companies
717 Mulberry Street
Des Moines, IA 50309
800-447-2295 • 515-280-2511

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## GOODLAND INDUSTRIAL PARK LEASE

## CITY OF GOODLAND, KANSAS

This Lease, made and entered into this $\qquad$ day of $\qquad$ 2024, between the City of Goodland, Kansas, a Municipal Corporation, hereinafter referred to as CITY, and $\qquad$ hereinafter referred to as LESSEE, shall herein upon giving CITY 30 days notice, have the right one year renewal option. The first renewable option being exercisable on the $\qquad$ day of $\qquad$ 2024.

WHEREAS, the CITY now owns the Goodland Industrial Park; and,
WHEREAS, the LESSEE has requested that the CITY lease to it a certain tract of land at said Goodland Industrial Park for the purpose of parking and storing company equipment and inventory; and

WHEREAS, the CITY finds that it would be to the best interest of the community to lease said tract of land to LESSEE for the purpose above stated:

NOW, THEREFORE, in consideration of the covenants hereinafter set out the parties agree as follows:

The CITY hereby leases to the above name LESSEE the following described tract of land at the Goodland Industrial Park, to wit:

Lot Three (3), Block Four (4) of the Goodland Industrial Park;
Located in Section 24, Township 8 South, Range 40 West of the $6^{\text {th }}$ P.M., according to the recorded plat thereof.

This Lease is subject to all existing easements. CITY shall have the right to future easements, but if said easements shall interfere with the LESSEES ability to use this Lease for its intended purpose, then CITY shall compensate LESSEE at a fair rate for said interference.

The LESSEE shall pay to the CITY a yearly rental fee of \$ $\qquad$ /year. The yearly rental shall begin on the first day of this Lease and be due in advance and without demand.

At the end of the Lease period, as hereinbefore set out, the said LESSEE shall have the right to remove all improvements placed upon the property, and in the event of such removal, LESSEE agrees and covenants that it will replace the Industrial Park Lot 3 premises in a like condition as when the property was taken.

The CITY reserves the right to further develop or improve the areas on all publicly owned properties in the Goodland Industrial Park as it sees fit, regardless of the desires or views of the LESSEE and may prevent LESSEE from erecting or permitting to be erected any building or other structures which in the opinion of the CITY would limit the usefulness of the Industrial Park. LESSEE shall maintain the property to the reasonable satisfaction of CITY and any buildings or other structures intended to be built or placed on the leased property must first be approved by the CITY before construction of said building or structure.

DUTIES AND RESPONSIBILITIES OF LESSEE. LESSEE agrees to the following terms and conditions in the operation of its business:
a) To operate in a safe and environmentally responsible manner.
b) To store all trash and refuse in appropriate containers within the leased property and to attend to the daily disposal thereof in a manner and place designated by City.
c) To maintain the leased property in a clean, safe, and sanitary condition; free of insects, rodents, vermin, and other pests.
d) To refrain from performing any act or carrying out any practice which may injure the leased property or any part of the Goodland Industrial Park, or to constitute a nuisance to any other lessee, or the general public in or near the Goodland Industrial Park.
e) To conform to and comply with any and all laws, rules, and regulations which have been heretofore, or which may hereafter be adopted by any governmental authority having jurisdiction, including CITY except CITY shall not impose upon LESSEE any rule or regulation inconsistent with the terms of this lease agreement, or state or federal laws.
f) To procure and maintain all permits and licenses, pay all charges, fees, and taxes, and give all notices required by law.
g) To furnish all services on a fair, equal and nondiscriminatory basis to all users.

The parties acknowledge and agree that if LESSEE fails or neglects to perform or observe any of LESSEE's obligations, duties, or responsibilities as set forth above, such failure and/or neglect shall be considered material noncompliance with the terms and conditions of this lease agreement.

MAINTENANCE. LESSEE shall be solely responsible for the maintenance of leased property. LESSEE shall be responsible for the clean up of all fuel and chemical spills caused by the acts or negligence of its employees or others. All such cleanups shall be conducted in accordance with applicable state and federal laws, rules, and regulations.

UTILITIES. LESSEE shall pay all utility charges in connection with the leased property, including gas, electricity, water, solid waste and telephone service.

LESSEE shall, at no expense to the CITY, arrange for the installation of all water, gas, heat, lights, power, telephone service and any other utility services supplied to said premises. The CITY agrees to grant all necessary easements for such purposes, with the location of said easements to be approved by CITY. LESSEE shall pay for all utilities supplied to said property and shall, at its sole cost, keep and maintain said property and appurtenances, and every part thereof, in good order, condition and repair. Installation of utilities shall conform to City Code.

ALTERATIONS. LESSEE shall not make any material or substantial alterations or additions to the leased property without the prior written consent of CITY.

TAXES. LESSEE shall be responsible for payment of all taxes and assessments levied against personal property owned by LESSEE and located on the leased property.

INSURANCE. LESSEE shall purchase at its own and sole expense and maintain in full force and effect during the term of this agreement and at all times that it is in possession of or has control over any part of CITY's property, liability insurance policy covering CITY in an amount of not less than
$\$ 500,000$. LESSEE shall further insure that the CITY is added to the above described policy of insurance as a named insured and shall provide the CITY with current certificate of insurance during the term of this agreement as proof that said insurance has been purchased and is in effect.

CASUALTY INSURANCE. CITY shall not insure any property owned by LESSEE and LESSEE shall not be a loss payee on any insurance policy maintained by CITY. LESSEE shall be responsible for insuring its personal property located on the leased property.

INDEMNIFICATION. LESSEE shall keep, protect, and save harmless CITY from any loss, cost, claim, judgement or experience of any sort or nature, and from any liability to any person, on account of any injury, damage or death to any person or property arising out of any use of the leased property by LESSEE, its agents or its employees. LESSEE further agrees to hold CITY harmless from any monetary fine or assessment placed upon LESSEE by any other governmental agency having jurisdiction over LESSEE or Goodland Industrial Park, if it is determined that the fine or assessment is a direct result of an act or omission of LESSEE.

ENVIRONMENTAL HAZARD INDEMNIFICATION. LESSEE shall strictly follow any and all federal and state laws, statutes, rules and regulations pertaining to environmental issues. LESSEE shall keep, protect, and save harmless CITY from any loss, cost, claim or judgment of any sort or nature arising out of any event or occurrence resulting in an environmental hazard which might cause liability to accrue to CITY.

CHEMICAL STORAGE. All storage, mixing, loading and unloading of chemicals shall be done on property leased by LESSEE and in accordance with all Federal, State and local laws and regulations.

LIENS AND ENCUMBRANCES. LESSEE covenants and agrees at all times to keep the leased property free from liens and encumbrances of whatever kind or nature arising from, or predicated upon, materials furnished at work or labor performed upon the leased property, at LESSEE's request by LESSEE's authority.

RIGHT TO INSPECT. CITY hereby reserves, and LESSEE hereby accords to CITY, the right, personally or through any representative of CITY's choice, to enter upon the leased property, at any and all reasonable times, for the purpose of inspecting the leased property.

DEFAULT. This lease agreement is made upon the express condition that if LESSEE fails to pay the rent specified herein, after the same shall become due and such failure shall continue for a period of ten (10) days after written notice thereof from CITY to LESSEE, or if LESSEE fails or neglects to perform or observe any of LESSEE's other obligations hereunder and such failure and neglect shall continue for thirty (30) days after written notice to LESSEE from CITY, CITY at any time thereafter, by written notice to LESSEE, may lawfully declare the termination of this lease agreement and re-enter the leased property or any part thereof. CITY shall have the right to remove, at LESSEE's expense, any of LESSEE's property left remaining in or upon the leased property. In addition, LESSEE shall remain and continue to be liable to CITY in a sum equal to all fixed and additional rent herein reserved for the balance of the
term herein originally granted. CITY shall have the right to pursue all available remedies allowed by law, should LESSEE be in default.

ASSIGNMENT OR SUBLEASE. LESSEE shall not assign, sublet, or transfer this lease agreement or any rights granted to LESSEE herein, nor shall LESSEE sell or convey this lease agreement or any right herein, without the prior written consent of CITY.

NONEXCLUSIVE RIGHT. LESSEE agrees to furnish service on a fair, equal and not unjustly discriminatory basis to all users thereof, and to charge fair, reasonable and not unjustly discriminatory prices for each unit or service; PROVIDED, that LESSEE may make reasonable and nondiscriminatory discounts, rebates or other similar types of price reduction to volume purchasers, LESSEE further agrees to insure that no one shall, on the grounds of race, creed, color, employment activities covered in 14 CFR, Part 152, Sub-Part E. LESSEE assures that no person shall be excluded on these grounds from participation in or receiving the services or benefits of any program or activity covered by Sub-Part E. LESSEE assures that it will require that its covered sub-organizations provide the assurances to it, that they similarly will undertake affirmative action programs and that they will require assurances from their sub-organizations as may be required by 14 CFR, Part 152, Sub-Part E to the same effect.

## NONDISCRIMINATION.

a) LESSEE, as part of the consideration hereof, for itself, its personal representatives, successors in Interest, and assigns, does hereby covenant and agree, as a covenant running with the land: (1) that no person on the grounds of race, color, religion, sex, or national origin, shall be excluded from participation in, denied the benefit of, or be otherwise subjected to discrimination by LESSEE, in the use of the leased property hereunder, (2) that in the construction of any improvements on, over, or under such leased property, and the furnishing of services thereon, no person on the grounds of race, color, religion, sex, or national origin, shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, and (3) that LESSEE shall use the leased property hereunder in compliance with all other applicable requirements imposed by Title 49 Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation Effectuation of Title VI of the Civil Rights Act of 1964, as said regulations may apply or be amended from time to time.
b) In the event that LESSEE should breach any of the above nondiscrimination covenants, CITY shall have the right to terminate this lease agreement and re-enter and repossess the leased property, and hold the same as if this lease agreement had never been made or issued.
c) This lease agreement shall be subordinate to the provisions of any existing and future Agreements between CITY and the United States of America, the State of Kansas, and the City of Goodland, Kansas, their boards, agencies, or commissions, relative to the operation or maintenance of the Goodland Industrial Park, the execution of which has been or will be required as a condition to the expenditure of federal, state, or city funds or the issuance of bonds for the development of the Goodland Industrial Park.

ACCESSIBILITY FOR HANDICAPPED. CITY will be responsible for any alterations and/or construction within the leased property, which may be mandated by the Americans with Disabilities Act of 1990, 42 U.S.C.S. ss12101, et seq., subject to all the provisions of paragraph 20.

OBSTRUCTIONS. CITY reserves the right to prevent LESSEE from erecting, or permitting to be erected, any building or any other structure on the leased property which, in the opinion of CITY, will limit the usefulness of the Goodland Industrial Park or constitute a hazard to the safe operation of the Goodland Industrial Park. LESSEE, and its successors and assigns must first receive CITY's approval in writing prior to any construction on the Goodland Industrial Park Lot \#3 which it may desire to undertake.

NONDISCRIMINATION IN EMPLOYMENT OPPORTUNITIES. LESSEE assures that it will comply with pertinent federal and state statutes, Executive Orders, and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap, be discriminated against in any employment opportunity with LESSEE.

STRICT COMPLIANCE WITH LAWS. LESSEE agrees to observe and obey, during the term of this lease agreement, any and all laws, ordinances, rules and regulations which have been or may be enacted or promulgated by the United States, State of Kansas, City of Goodland, or any other governmental agency or entity having jurisdiction over the Goodland Industrial Park.

SUBORDINATION OF LEASE AGREEMENT. The parties agree that this lease agreement shall be subordinate to any and all existing or future agreements between CITY and the United States of America relating to the operation or maintenance of the Goodland Industrial Park.

## GENERAL COVENANTS.

a) All notices required or which may be given hereunder shall be considered as properly given if delivered in writing, personally, or sent by certified mail, postage prepaid, address as follows:

1. If to CITY:

City Manager
City of Goodland
P.O. Box 59

Goodland, Kansas 67735
2. If to LESSEE:
$\qquad$
$\qquad$
Notices served by mail shall be deemed to be given on the date on which such notice is deposited in the United States mail.
b) This instrument incorporates all the obligations, agreements and understandings of the parties hereto and there are no oral agreements or understandings between the parties hereto concerning the property covered by this lease agreement.
c) This lease agreement may be amended, changed, or modified, only upon the written consent of both parties.
d) This lease agreement shall be bindupon and inure to the benefit of the parties hereto, their respective successors and personal representatives and permitted assigns.
e) This lease agreement shall be construed in accordance with the laws of the State of Kansas.
f) The headings of the paragraphs of this lease agreement are for convenience of reference only and shall not be considered a part of or affect the construction or interpretation of any provisions of this lease agreement.
g) In the event any provisions of this lease agreement shall be invalid under applicable laws, such invalid provisions shall automatically be considered reformed and amended so as to conform to all applicable legal requirements, or, if such invalidity cannot be cured by reformation or amendment, the same shall be considered stricken and deleted, but in neither such event or events shall the validity or the enforceability of the remaining valid portions hereof be affected thereby.

IN WITNESS WHEREOF, the parties have entered into this agreement the day an year first above written.

> CITY OF GOODLAND, KANSAS

Aaron Thompson, Mayor

## ATTEST:

Mary P. Volk, City Clerk

Name
Company

## Goodland Housing Barriers Code Amendments

|  |  |  |  |
| :--- | :--- | :--- | :--- | :--- | :--- | :--- | :--- | :--- |


| Recommendation 8: ADU's should only be allowed if the property owner lives on the property. |  | direction | x | $x$ ? |  | Policy decision |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Recommendation 9: Edit the Use Standards Sec. 19502 that limit full-time occupancy of extra dwelling units. (See for example: 19-502 (1) (F); (2) (C) (D)) and edit as necessary (3) Accessory Use Development Standards. |  |  |  | x |  | tackle zone districtsfirst and then create Use Standards |
| Recommendation 10: In 2001, the required minimum lot size in both the R-1 and R-2 residential districts was increased to $8,400 \mathrm{sq}$. ft. in the R-1 zone district and 4,500 square feet per dwelling unit for two-family dwellings, with a minimum lot size of 9,000 square feet. As a start, all residential lots should have a required minimum lot size of $7,000 \mathrm{sq}$. ft . with no additional square footage required for additional units. |  |  |  | x |  | Add density rule? |
| Recommendation 11: Simplify the setback requirements. | data - yes | direction! |  | x | $x$ ? | rebuild in same place? |
| Recommendation 12: Revise Use Standards related to Setbacks. The Use Table is also very hard to navigate. |  |  |  | x | x? | tackle each zone district first, then create the Tables |
| Recommendation 13: Edit definitions regarding set backs. Also remove any rules from definitions related soley to noted definitions. |  |  | x? | x |  | recommendations 11, 12,13 and 14 go together |
| Recommendation 14: Reduce the rear setback. Make rules easy to locate for easier enforcement. |  |  | x |  |  | rear setback is in many places |


| Recommendation 15: Remove conflicting provisions <br> between Use Stanrds and all demisional standards <br> found in each zone district. |  |  |  |  |  |  |
| :--- | :--- | :--- | :--- | :--- | :--- | :--- |
| Recommendation 16: Make set side yard setbacks <br> depending on how many stories the building is. |  |  |  |  |  |  |
| Recommendation 17: Front yard set back determined |  |  |  |  |  |  |
| district first |  |  |  |  |  |  | (

\(\left.$$
\begin{array}{|l|l|l|l|l|l|l|l|}\hline \begin{array}{l}\text { Recommendation 28: Provide flexibility in how pakring } \\
\text { spaces are provided in mixed use districts. Allow in- } \\
\text { lieu of fee.provisions for joint use parking. }\end{array} & & & & & & \\
\hline \begin{array}{l}\text { Recommendation 29: Create Development standards } \\
\text { section in the zone district regulations. Update the } \\
\text { design standards for manufactured and modular } \\
\text { housing. }\end{array} & & & & & \begin{array}{l}\text { CMI just did this for } \\
\text { Granby; template } \\
\text { exists }\end{array} \\
\hline \begin{array}{l}\text { Recommendation 30: Design standards updated. } \\
\text { Remove reference to double wide and create } \\
\text { measurable standards. }\end{array}
$$ \& \& \& \& \& \& <br>
\hline \begin{array}{l}Recommendation 31: Address the compatibility of <br>
dwellings constructed using different methods by <br>
developing simple design standards that address a <br>
change in plane, articulation of exterior walls and roof <br>

form.\end{array} \& \& \& \& \& \& \& All dwellings\end{array}\right]\)| dimple task |
| :--- |








## Goodland Kansas

## Code Changes

## Joint meeting of City Commission and Planning Commission

March 18, 2024


## Why Update Your Land Use

 Regulations?

Better regulations will help attract the land uses you want - they are a first-choice economic development tool.

* Appropriate regulations preserve property values.
Land use regulations function as a set of tools that shape the places you live, work, and play.
: Land use regulations help preserve valued characteristics of place.
From Commissioners- examples:
* ADUS are okay
* Need housing that is one level for elders
* Apartment buildings up to 4 stories
* 'Tiny homes'
* Less yard to take care off

Findings from the Interviews with
Commissioners \& Staff


Commissioners generally agreed that:

1. More housing units are necessary to accommodate economic growth.
2. Goodland needs different types of housing at different prices.
3. Rental housing is needed.
4. Some housing is needed quickly, a few people stated by the Spring of 2024.
5. Commissioners generally support ADUS, apartments, and modular/manufactured homes.


Commissioners Request:
(1) Meet with Community Matters in person.
(2) What is the suggested approach to tackling Code updates?
(3) How much will it cost?

## Community Matters Institute

1. We are a not-for-profit organization dedicated to building capacity in communities.
2. We have a new initiative called 'Coaching from the sidelines' you will be the second community to benefit from this new initiative.
3. Barb and Mike have completed over 70+ code amendments for smaller communities.
4. Both Barb and Bob are experienced economic development specialists.
5. We have a great working relationship with Kent and Zach.

"Barb and the Community Matters team provided expert knowledge and leadership to our Planning Commission and City Council for a very focused and surgical amendment to the City of Manitou Springs Zoning Code. The approach of the Team was detailed and with a wealth of experience was able to reassure elected officials about the proposed changes. As the City Planning Director, I appreciated the shared knowledge of Barb and Mike as it related to zoning regulations and experiences with other communities throughout the State. Even after completion of the project, Barb remains a valuable sounding board and I do not hesitate to recommend Community Matters on any project."

- Wade Burkholder, AICP, Past Planning Director for City of Manitou Springs, Colorado.


## Land Use Code Examples

- Town of Palmer Lake- Critical Code updates
- Town of Milliken- total code rewrite
- ADUS City of Englewood
- City of Manitou Springs-Code updates with extensive community involvement
- Town of Granby- critical code updates and Annexation agreements, current downtown critical code updates with parking allowances
- New Zoning Ordinance for the Town of Platteville designed to implement the recently adopted Comprehensive Plan
- Town of Foxfield's Zoning Ordinance
- New Site Plan review process and PUD Town of Larkspur
- Chaffee County Land Use Code
- Revised PUD ordinance- City of Salida and Town of Granby
- City of Fountain- new Code
- Rooney Valley Development Standards, Town of Morrison, and City of Lakewood
- Town of Morrison- critical code updates
- Parker Downtown Zoning Regulations
- Greenwood Village, Colorado, Unified Development Code
- Town of Wellington- Revised Code
- City of Glendale
- Town of Palmer Lake - new subdivision ordinance
- City of Idaho Springs- Code Updates
- Town of Georgetown- Code Updates


## 37+ Early Action <br> Recommended Code Changes

## Staff \& CMI approach to Early Action Code Changes

37+ recommendations have been sorted as follows

| Need data? | Need direction from commissions? | Staff mainly | Staff w/ CMI review | CMI primary | code sections (not completed) | High, Medium or Low priority |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |

- Staff sent CMI a draft ordinance to change setbacks in R-1 and R-2. We had many comments.
- Staff and CMI will demonstrate to the Planning Commission and City Commission the challenge of even making simple changes

Examples of issues:

- Inconsistent use of terms such as single-family and two-family homes; definitions include terms that are not even used - "twin home"
- Accessory uses and conditional uses should be listed by zone district- - keep it simple.

If you want ADUS, many sections of the code need to be updated and rules eliminated

Terms for all types of housing need to be consistent


## Current Code Language

* Accessory Living Quarters: An accessory building used solely as the temporary dwelling of guests of the occupants of the premises; such dwelling having no kitchen facilities and not rented or otherwise used as a separate dwelling unit.
* Single-family: A detached building arranged, intended, or designed for occupancy by one family.
* Two-family vs. Duplex: one term in text, the other in the Use Table.
* Guest house or guest rooms, neither of which may include kitchen facilities, provided such facilities are used for the occasional housing of guests of the occupants of the principal building and not as rental units for permanent occupancy as housekeeping units- delete or amend


## Current Code Language

## Size of lots and lot coverage



Community Matters Institute 2024

* 19-502 (3) (G): The combined area of the main building and accessory buildings shall not cover more than fifty (50) percent of the total.
* 19-452: 4,500 square feet per dwelling unit for two-family dwellings, with a minimum lot size of 9,000 square feet. The combined area of the main building and accessory buildings shall not cover more than fifty (50) percent of the total area of the lot.
19-453: 4,000 square feet per dwelling unit for two-family dwellings, with a minimum lot size of 8,000 square feet.


## Consistency is critical for ADUS and dwellings

## Size, setbacks, and design standards



Current Code Language

* Interior (Rear) Setback: Accessory structures shall not be required to comply with the interior rear setback standard that applies to principal uses. Accessory structures shall, however, be set back at least ten feet from rear lot lines and shall not be closer to the side lot line than the applicable minimum interior side setback.

Height: No accessory structure shall exceed sixteen (16) feet in height. Should this be increased for ADUS?

19-502 W (2) -Building Coverage; Single-family Attached dwelling units shall be exempt from the Building Coverage standards of the underlying zoning district.

## A simple change to setbacks, leads to additional issues in 19-502 USE STANDARD



## The Code needs to be easy to administer

## Can/Have the following rules be enforced?

Playhouses, patios, cabanas, porches, gazebos, and incidental household storage buildings, provided that such buildings shall not cover more than five (5) percent of the total lot area;

Garages, carports, and off-street parking and loading areas, provided that a detached garage or carport shall not cover more than twelve (12) percent of the total lot area, with a maximum of 1,200 square feet; and no more than twenty (20) feet to the peak of the roof or structure; (conflicts with 16 ft. rule)
> Gardens, provided that they meet the required setbacks of the district in which they are located;

## Limited staff +

 new
## development =

 Keep it simple
## Ensure rules

are consistent.

One Place for Zone District Rules

## Uses Regulations

* Principal Uses by Right
* Accessory Uses by Right
* Conditional Uses
$\checkmark$ Suggest that the uses are incorporated by Zone, instead of referencing Section 19-502 which is messy.
$\checkmark$ Correct Use Table inconsistencies 19-501
$\checkmark$ Design standards for manufactured homes and all homes in each residential district.


## development =

Keep it simple

## Ensure rules are consistent.

## DIMENSIONAL REQUIREMENTS

1) Min. lot area
2) Min. Lot width
3) Max. gross density
4) Setbacks/Yard Regulations
5) Maximum Lot Coverage Impervious?
6) Maximum Building Height
7) Distance between structures DEVELOPMENT STANDARDS
Specific standards unique to the zone district- this needs to apply to all structures regardless of how they are built

## Concepts to Pursue



## Amending Other Zone Districts

C-2 District should be used to promote more mixed-use development.
> Allow parking to be provided within the district and not necessarily onsite.
$>$ Relax parking requirements:
> Reduce the required \# for downtown area:

- Reduce \# of parking spaces for joint use;
- Allow parking to be met offsite;
- Consider an in-lieu of parking fee;
- Consider on-street parking credits.


## How Much Will It Cost?

$>$ Difficult to estimate- every time we look at the Code, we find another inconsistency!
> How much can staff handle? - Saves time and $\$$ if staff drafts sections and CMI reviews.
$>$ Do you want to tackle all of the critical recommendations now? If you change one small section, it has ripple effects in other sections; e.g. Article V and VI .
$>$ Suggest a not-to-exceed amount to startOur billing rates are low and as a not-for-profit, we often donate time---30+ hours.

## How would you like to proceed?



- On February $1^{\text {st }}$, the officers on duty were called to East $11^{\text {th }}$ street about a report of a male yelling at a female. There were several individuals on scene, one of the male individuals approached one of the officers with balled up fists. Therefore the officer took the individual into custody. While trying to arrest the individual he took off and a foot pursuit ensued. The officer caught the individual after a block and a half. The individual was then taken to the Sherman County jail. While walking back to the patrol units the other 2 individuals on scene were yelling and shouting profanity at the officers. When reaching the patrol units another individual was waiting for the officers, yelling and shouting profanity. They then tried to find the victim, yelling that they were going to hurt her. The individuals kept being disorderly and were told by the officers and postal workers that they needed to leave. Recommended charges were filed for aggravated endangering a child, criminal threat, battery on LEO, Assault on LEO, Interference with LEO $\times 2$, disorderly conduct, and assault.
- On February $1^{\text {st }}$, the officer on duty responded to Walnut Avenue for a reporting party saying they were slapped and punched in the face. When on scene, the officer spoke with both individuals finding that both had made physical contact with the other. Both parties were taken into custody and recommended charges were filed for battery.
- On February $6^{\text {th }}$, the officer on duty was dispatched to West $12^{\text {th }}$ Street on a report of a male needing assistance removing an individual from his residence. The officers spoke with both parties that were involved in the incident and found that the victim had asked the suspect to leave the apartment as he was being too loud. The suspect then started to hit the victim. The officer took the suspect into custody and recommended charges were filed for battery and criminal trespass.
- On February $7^{\text {th }}$, the officer on duty responded to East $6^{\text {th }}$ Street for a report of a couple arguing. The officer arrived on scene and the couple was nowhere to be found. A couple hours later the officer was called to Caldwell Street for another report of the same couple arguing. The Reporting party stated she had witnessed the male try to strike the female. The officer made contact with the couple while speaking to the male, he started to yell and use profanities. After the officer repeatedly told him to calm down, he was arrested and recommended charges were filed for disorderly conduct.
- On February $9^{\text {th }}$, the officer on duty was dispatched to $17^{\text {th }}$ Street for a female calling saying her husband was about to get beat up. When on scene the officers talked to both the male and female parties. The male (being handicapped) was scared the female was going to beat him up. While speaking to the female, all she could say was "I'm going to beat him up". The female was placed under arrest and recommended charges were filed for criminal threat and assault.
- On February $9^{\text {th }}$, the officer on duty observed a vehicle failing to make a complete stop before emerging from private property. The officer conducted a traffic stop. While speaking to the occupants of the vehicle, the officer observed the odor of marijuana emitting from the vehicle. The officer searched the vehicle and found approximately 224 grams of marijuana and THC Wax. Additionally, several items of paraphernalia such as smoking devices, grinders, clear plastic baggies, and several marijuana seeds. The individual was arrested and recommended charges were filed for possession of marijuana, use/possession w/ intent to use drug paraphernalia in the body, and taxation.
- On February $14^{\text {th }}$, the officer on duty was dispatched to $6^{\text {th }}$ Street for a 19 -year-old who had been throwing up all night. The individual had been calling a friend all night stating that he
wanted to harm himself. The individual stated that he had been drinking all night. EMS transported him to the hospital to be evaluated, the officer cited the individual for minor consumption.
- On February $21^{\text {st }}$, the officer on duty was toned out to Walmart for an individual yelling and attacking people. The individual fought the officers while they were trying to place him under arrest. The officer wrote him citations for battery and disorderly conduct.
- On February $25^{\text {th }}$, the officer on duty observed a vehicle failing to come to a complete stop leaving private property and making a left turn failing to turn into the left-hand lane. The officer conducted a traffic stop. While speaking with the driver and passenger the officer observed abnormal nervous behavior. The officer searched the vehicle and found $\$ 33,557$ dollars of counterfeit US currency, 40 grams of meth, and a glass smoking device. Both individuals were taken into custody and recommended charges were filed for possession of stimulants, distribution of certain stimulants, use/possession w/ intent to use drug paraphernalia, criminal use of a weapon, criminal poss. of a weapon by a felon, taxation, counterfeiting, operate a vehicle without a valid license, improper turn or approach.

| CODE: | 2023 Stats | January | February | March |
| :---: | :---: | :---: | :---: | :---: |
| 1013 | Weather | 1 | 0 |  |
| 1027 | Drivers License Check | 11 | 14 |  |
| 1028 | Registration Check | 17 | 19 |  |
| 1029 | NCIC/Warrant Check | 3 | 6 |  |
| 1041 | Wrecker | 0 | 1 |  |
| 1046 | Driving Under the | 0 | 0 |  |
| 1047 | Non Injury Accident | 9 | 1 |  |
| 1048 | Injury accident | 0 | 0 |  |
| ABAND | Abandoned Vehicle | 0 | 0 |  |
| ADMIN | Admin Actions | 9 | 14 |  |
| AID | Transient Aid | 6 | 0 |  |
| ALARM | Alarm | 3 | 3 |  |
| ANIMA | Animal Complaint | 18 | 16 |  |
| ASALT | Assault | 1 | 0 |  |
| ASSIS | Outside Agency | 27 | 14 |  |
| ATEST | Alarm Test | 0 | 0 |  |
| ATL | Attempt to Locate | 4 | 5 |  |
| BOMBS | Bombs-Threats | 0 | 0 |  |
| BATTE | Battery | 0 | 0 |  |
| BREAK | Break Time | 0 | 0 |  |
| BULDG | Building Check | 4 | 6 |  |
| BURGL | Burglary | 0 | 2 |  |
| CDAMA | Criminal Damage to | 0 | 2 |  |
| CHEAT | Fraud | 4 | 2 |  |
| CHECK | Frorgery | 0 | 0 |  |
| CHILD | Child in Need of Care | 3 | 7 |  |
| CIVIL | Civil Dispute | 5 | 6 |  |
| CPROC | Civil Process | 1 | 1 |  |
| CSTBY | Civil Standby | 6 | 1 |  |
| DCOND | Disorderly Conduct | 1 | 0 |  |
| DEATH | Attended/Unattended | 1 | 3 |  |
| DISCO | Disconnect (911) | 6 | 9 |  |
| DISPU | Dispute/Neighbor | 2 | 0 |  |
| DOMVI | Domestic Violence | 3 | 4 |  |
| DRUGS | Controlled Substances | 2 | 2 |  |
| DRUNK | Intoxication | 1 | 0 |  |
| EOTSP | EMS-Transport | 1 | 0 |  |
| E01 | Medical Abdominal | 0 | 0 |  |
| E06 | Breathing Problems | 0 | 0 |  |
| E10 | Chest Pain | 1 | 0 |  |
| E12 | Convulsions/Seizures | 0 | 0 |  |
| E13 | Medical Diabetic | 0 | 0 |  |
| E17 | Medical Falls | 0 | 0 |  |
| E22 | Medical Multiple | 1 | 0 |  |
| E26 | Spec Diag-sick Person | 0 | 0 |  |


| E29 | Traffic Injury Accident | 0 | 0 |  |
| :---: | :---: | :---: | :---: | :---: |
| E32 | Medical Subject Down | 0 | 0 |  |
| EMISC | EMS Misc Activity | 0 | 0 |  |
| ESTBY | EMS Stand by | 0 | 0 |  |
| F1ELV | Fire Elevator | 0 | 0 |  |
| F1STR | Fire Structure | 0 | 0 |  |
| F5BUR | Fire Controlled Burn | 0 | 0 |  |
| F5SBY | Fire Standby | 0 | 0 |  |
| FIREW | Fireworks | 0 | 0 |  |
| FMISC | Fire Miscellaneous | 0 | 0 |  |
| HARRA | Harassment | 1 | 2 |  |
| INFOR | Information/Misc | 32 | 34 |  |
| JAIL | Jail Incident | 0 | 0 |  |
| JUVOF | Juvenile Offender | 0 | 0 |  |
| LOOK | Follow Up | 36 | 41 |  |
| LOST | Lost Property | 1 | 2 |  |
| LOUDM | Loud Music or Loud | 3 | 1 |  |
| MEDAS | Medical Assistance | 9 | 17 |  |
| MISC | Misc. Unknown | 7 | 5 |  |
| MPERS | Missing Persons | 1 | 4 |  |
| MCTFT | Motor Vehicle Theft | 1 | 0 |  |
| NCIC | Wanted | 0 | 0 |  |
| OPEN | Open Doors | 3 | 4 |  |
| OPEN911 | Open 911 Call | 11 | 9 |  |
| OTHER | All Other Criminal Act. | 8 | 7 |  |
| PARKI | Parking Complaint | 9 | 9 |  |
| PPLNT | Power Plant | 0 | 0 |  |
| PROPD | Property Damage | 0 | 1 |  |
| PROWL | Prowler | 0 | 0 |  |
| PUBSV | Public Service | 2 | 9 |  |
| RAPE | Rape | 0 | 0 |  |
| RECKL | Reckless Driver | 4 | 6 |  |
| RESTR | Restraining Order/PFA | 0 | 0 |  |
| RIOT | Fights | 1 | 6 |  |
| RPROP | Recovered Property | 0 | 1 |  |
| ROBRY | Robbery | 0 | 0 |  |
| SERV | Service Rendered | 32 | 11 |  |
| SEXOF | Sex Offenses | 2 | 1 |  |
| SHOTS | Gunshots | 2 | 1 |  |
| SIG3 | Signal 3 / Mental | 4 | 1 |  |
| SIG4 | Signal 4 / Suicidal | 1 | 1 |  |
| SLIDE | Slide Off | 2 | 0 |  |
| SNOMO | Snowmobile | 0 | 0 |  |
| SPROP | Stolen Property | 0 | 0 |  |
| STATU | Status Check | 1 | 0 |  |
| SUSPI | Suspicion | 14 | 15 |  |
| THEFT | Theft | 8 | 12 |  |


| THREA | Threat-Criminal- | 0 | 4 |  |  |  |  |  |
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| TRAFF | Traffic Stop | 77 | 137 |  |  |  |  |  |
| TRAIN | Training | 0 | 0 |  |  |  |  |  |
| TRANS | Transporting | 2 | 3 |  |  |  |  |  |
| TRESS | Trespassing | 3 | 3 |  |  |  |  |  |
| VAGRA | Vagrancy | 0 | 0 |  |  |  |  |  |
| VALID | Validations | 0 | 0 |  |  |  |  |  |
| VANDA | Vandalism | 1 | 0 |  |  |  |  |  |
| VINCK | VIN Inspection | 48 | 41 |  |  |  |  |  |
| VMAIN | Vehicle Maintenance | 1 | 0 |  |  |  |  |  |
| WALK | Business Walk Through | 36 | 32 |  |  |  |  |  |
| WARNT | Warrants | 3 | 13 |  |  |  |  |  |
| WELFA | Welfare Check | 19 | 10 |  |  |  |  |  |
| XFOOT | Neighborhood Foot | 20 | 22 |  |  |  |  |  |
| XTRAW | Extra Watch | 27 | 12 |  |  |  |  |  |
| Monthly Total |  |  |  |  |  | 583 | 615 | 0 |


| Appil | mav | jume | juv | August |
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| September | October | November | December | TOTAL |
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Calls for Service 2021 thru 2024



[^0]:    Mary P. Volk, City Clerk

[^1]:    *These forms are not available unless a scheduled auto is included on the policy. These forms are only available when the EMC municipality form is applicable.

