



CITY COMMISSION AGENDA

MONDAY, AUGUST 5, 2024

204 W. 11TH ST. – 5:00 P.M.

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

- 1. CALL TO ORDER**
 - A. Roll Call
 - B. Pledge of Allegiance
- 2. PUBLIC COMMENT**

(Members of the audience will have five minutes to present any matter of concern to the Commission. No official action may be taken at this time.)
- 3. CONSENT AGENDA**
 - A. 07/15/2024 Commission Meeting Minutes
 - B. Appropriation Ordinances 2024-15; 2024-15A; 2024-15B; 2024-P15 and 2024-P15A
- 4. PRESENTATIONS & PROCLAMATIONS**
 - A. None this meeting.
- 5. ORDINANCES AND RESOLUTIONS**
 - A. Ordinance 1779: Adopting 2024 Standard Traffic Ordinance
 - B. Ordinance 1780: Adopting 2024 Uniform Public Offense Code
 - C. Resolution 1641: Unfit Structure – 1526 Caldwell
- 6. FORMAL ACTIONS**
 - A. Change Order #3: AIP 3-20-0026-23 Reconstruct Runway 5-23
 - B. Runway 5/23 Engineering Contract Amendment No. 2
 - C. Pay Estimate #1 – Goodland Industrial Park Improvements
 - D. Purchase poles – Electric Dept.
- 7. DISCUSSION ITEMS**
 - A. Building Official report – Grant Historical Residences, LLC. at 520 W. 12th St.
 - B. Low income rates for utilities
 - C. Utility incentives for new businesses
- 8. REPORTS**
 - A. City Manager
 - (1) Manager Memo
 - (2) July Month End Fund Balance Report
 - (3) Reminder community BBQ August 16th at Steever Park
- (4) Industrial Park project update
 - (5) Recreation Trail grant award – lighting on Topside Trail
 - B. City Commissioners
 - C. Mayor
- 9. ADJOURNMENT**
 - A. Next Regular Meeting is Monday August 19, 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 non-agenda item to sign up in advance of the meeting and to provide their name, address, and the subject matter of their comments.



City of Goodland
204 W. 11th Street
Goodland, KS 67735

MEMORANDUM

TO: Mayor Thompson and City Commissioners
FROM: Kent Brown, City Manager
DATE: August 5, 2024
SUBJECT: Agenda Report

3. Consent Agenda:

- A. 7-15-2024 Commission Meeting Minutes
- B. Appropriation Ordinances 2024-015; 2024-015A; 2024-15B; 2024-P15 and 2024-P15A;

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

4. Presentations & Proclamations

None this meeting.

5. Ordinances and Resolutions:

A. Ordinance 1779 - 2024 Standard Traffic Ordinance

Municipal Judge/Clerk LeAnn Taylor will answer any questions regarding the changes to the 2024 Standard Traffic Ordinance (STO). The "Legal Forum", an article from the Kansas Government Journal by the League of Kansas Municipalities which discusses the relevant legislation which prompted changes to the STO, is included in the agenda packet. Staff recommends approval of the 2023 STO.

Recommended Motion: "I move that we approve Ordinance 1779, AN ORDINANCE REGULATING THE TRAFFIC WITHIN THE CORPORATE LIMITS OF THE CITY OF GOODLAND, KANSAS; INCORPORATING BY REFERENCE THE "STANDARD TRAFFIC ORDINANCE FOR KANSAS CITIES," 51st EDITION."

B. Ordinance 1780-2024 Uniform Public Offense Code.

Municipal Judge/Clerk LeAnn Taylor will also answer any questions regarding the changes to the 2024 Uniform Public Offense Code (UPOC). The same "Legal Forum" article prepared by the League of Kansas Municipalities as mentioned for the STO also reviews the changes to the UPOC. Staff recommends approval of the 2024 UPOC.

Recommended Motion: "I move that we approve Ordinance 1780, AN ORDINANCE REGULATING PUBLIC OFFENSES WITHIN THE CORPORATE LIMITS OF THE CITY OF GOODLAND, KANSAS; INCORPORATING BY REFERENCE THE "UNIFORM PUBLIC OFFENSE CODE FOR KANSAS CITIES," 40th EDITION."

C. Resolution 1641: Unfit Structure – 1526 Caldwell

Resolution states that the governing body hereby finds that the structure located at C K & N ADDN TO GOODLAND, BLOCK 5, Lot 11 – 12 a/k/a 1526 CALDWELL AVENUE

is unsafe and dangerous and directs that such structure is to be repaired and the premises made safe and secure. The owner of such structure is hereby directed to commence the repair of the property within thirty (30) days of August 5, 2024.

RECOMMENDED MOTION: “I move that we approve Resolution 1641, A Resolution finding that the structure located at 1526 Caldwell Avenue, Goodland, Kansas, is unsafe or dangerous and directing that the structure be repaired or removed and the premises be made safe and secure.”

6. Formal Actions

A. Change Order #3: AIP 3-20-0026-23 Reconstruct Runway 5-23

This change order is for additional items required by FAA Tech Ops during construction.

1. Add 1/0 Grounding Guard wire with grounding rods on top of power run from old PAPI location to new PAPI location. (materials \$6,202.58, labor \$20,863.18, equipment \$2,061.20)
2. Rework Powerrack to relocate cable tray (labor only \$2,655.04)

EBH Engineer Darin Neufeld will present this request (by meeting link) to the Commission and be available to answer any questions.

RECOMMENDED MOTION: “I move to approve Change Order #3 for the 2021 Goodland Municipal Airport Reconstruct Runway 5-23 project with Smoky Hill LLC and authorize Mayor Thompson to sign.”

B. Runway 5/23 Engineering Contract Amendment No. 2

This change order for the engineering contract is due to additional Change Orders 1, 2 & 3 (all PAPI related from Tech Ops changes and requirements) on the Runway 5-23 construction project. EBH with approval from the FAA requests to modify Lump Sum contract amount for the engineering contract due to the significant amount of time and resources required for the additional work. Again, EBH Engineer Darin Neufeld will present this request and be available to answer any questions.

RECOMMENDED MOTION: “I move to approve Contract Amendment #2 for the Reconstruct Runway 5/23 Engineering Contract and authorize Mayor Thompson to sign.”

C. Pay Estimate #1 – Goodland Industrial Park Improvements

This is the first pay estimate on the Goodland Industrial Park Improvements.

RECOMMENDED MOTION: “I move to approve Pay Estimate #1 for the Goodland Industrial Park Improvements.”

D. Purchase poles – Electric Dept.

Director of Public Power, Dustin Bedore, obtained quotes from 3 vendors. Bridgewell Resources was the lowest quote. City of Goodland has purchased poles or other equipment from Bridgewell in the past and has been pleased with what is provided.

RECOMMENDED MOTION: "I move to approve the low quote from Bridgewell Resources for \$42,856.00."

7. Discussion Items

A. Building Official report – Grant Historical Residences, LLC. at 520 W. 12th St.

B. Low income rates for utilities

See CCCF on low income utility rates code section.

C. Utility incentives for new businesses

8. Reports:

A. City Manager

- Manager Memo
- July month end fund balance
- Reminder community BBQ August 16th at Steever Park
- Industrial Park project update
- Recreation Trail grant award – lighting on Topside Trail

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
Regular Meeting

July 15, 2024

5:00 P.M.

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

Also present were Dustin Bedore – Director of Electric Utilities, 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 COMMENT

CONSENT AGENDA

A. 07/01/2024 Commission Meeting Minutes

B. 07/08/2024 Joint Commission Meeting Minutes

C. Appropriation Ordinances: 2024-14, 2024-14A and 2024-P14

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

ORDINANCES AND RESOLUTIONS

FORMAL ACTIONS

A. IFB 122 W. 14th Street – Zach stated, we received three bids for removal of demolition debris at 122 W. 14th Street. Bids are B & K Pumping \$9,850; Goody’s \$8,000 and S & M Repair \$5,000. Mayor Thompson asked, have we had any more contact with owner? Zach stated, I have had no contact since last meeting, when they said it would be done by today. Commissioner Showalter stated, it is time to move forward. **ON A MOTION** by Commissioner Showalter to approve the bid from S & M Repair in the amount of \$5,000 for removal of demolition debris at 122 W. 14th Street **seconded** by Vice-Mayor Howard. **MOTION carried on a VOTE of 4-0.**

DISCUSSION

A. Follow up from Joint Commission Meeting: Wolak Building and Fire Vehicles – Kent stated, at the joint meeting with Sherman County we discussed ownership of Wolak Building and title of fire vehicles. Sherman County Commission asked if it is possible for them to have ownership of building since county services operate in building. In your packets I included the building agreement, inter-local agreement on merger and resolutions previously approved with Sherman County. Commissioner Showalter stated, when we first discussed this last year, I did not care who owned building, but as I continue to think about it and reasons brought up by Mayor at joint meeting I feel ownership should remain with city. There is no other use for the building but fire and EMS and I do not feel any commission would uproot the agreement or them operating from building. If we give up ownership, we give up right to money for improvements we put in building from sale, if it came to that. Vice-Mayor Howard asked, can we amend contract past 30 year timeline and add that they can make changes or improvements to building they believe are good for operations. Commissioner Myers asked, did they want a longer term on agreement? Mayor Thompson stated, there was some mention of extension, but the agreement is 30 years and rollover for another 30 years. Commissioner Showalter stated, only thing with the building that is non-negotiable is the name has to remain same

MINUTES

Goodland City Commission

July 15, 2024

Page 2

but they can do what they need with building to help operation. Commissioner Myer stated, members of the community do not want to lose meeting room, yet in talking to county it is not used often. Vice-Mayor Howard stated, the contract does not say they have to have meeting room but the name must remain the same. Mayor Thompson stated, I felt we were unprepared for the meeting. If they want to do more improvements to building, they can. I understand when they say they do not want to make improvements if they do not own building. It seems like focus of improvements were for EMS. If they want to move forward, I do not feel we will have an issue with improving building. On the fire vehicles there was a question in signing titles over to county. When we signed merger we knew some adjustments would need to be made. Maybe we need to re-evaluate merger to determine what is working and what is not. I feel it is working and they have a good operation. If we sign ownership of vehicles over to county but departments split, I feel we need to get back what we put into the merger. Kent stated, if you agree to transfer vehicles it should be in writing, not verbal to ensure transition is smooth. We have not had any incidents with county employees driving city vehicles. I believe if we transfer title, the city and county should agree and the value is spelled out in agreement. Mayor Thompson asked, what do you think about looking at merger and discussing with fire what is and is not working to modify agreement? Commissioner Showalter stated, I want to make sure everything is working the way they want because it is a good operation. Kent stated, I will invite Chief James to a meeting in August for discussion.

B. 2025 Budget - Resolution 1640: A Resolution of the City of Goodland, Kansas regarding the Governing Body's intent to levy a property tax exceeding the revenue neutral rate –Kent stated, included in your packet is budget set at 50.923 mills with RNR of 49.374. The 2024 budget is 50.154 mills. The commission needs to decide tonight what rate they want as we have to send notice of intent to county clerk by July 20th. We included all recommended changes by staff to date. If you have concerns with any of the changes or want to make changes, please let us know. Staff has an additional list of cuts to get to last year rate, but it is difficult. If commission wants to leave budget as presented tonight, the resolution spells out information for hearing. If we publish budget at 50.923 mill rate, that is maximum allowed to approve budget and notice is sent to all tax payers in city. Mayor Thompson asked, with your document of changes, is this the rate presented to us last meeting? Kent stated, no this version is a little less. We made a couple changes with personnel and couple other items that lowered the rate. Mayor Thompson stated, my thoughts remain same as last meeting. We are back to bear minimum budget with no excess spending on projects. We have done well obtaining grants for projects but we need to build our reserve for local share on grants. I also believe we need to look at utility rates later in the year which I hope will help with next budget cycle. I feel pretty comfortable where we are at this point. Commissioner Showalter stated, I cannot imagine finding additional cuts and asking department heads to cut more from the budget. Vice-Mayor Howard stated, one of these days we may have to raise levy a little bit to get accounts where they should be to get services where we need them. Kent stated, we are within about \$32,000 to get to same mill rate as last year, but will need more to get to RNR. As staff continues to look at it, we may find corrections that need done. We have cut nearly \$500,000 from the budget. To get to RNR you are impacting delivery of services. Vice-Mayor Howard stated, we are not like a normal business that sells parts and provides labor; funds have to come from somewhere. I appreciate the services we provide patrons. Kent stated, as discussed before the budget is built on sales tax, property tax and utility fees. We have to meet our targeted revenue. Main question now is the property tax rate and have we done what is right for the community to succeed. Commissioner Showalter stated, we have to play our part having a safe city with good infrastructure for people to move here. Consensus of commission is to submit information to county clerk exceeding RNR at a mill rate of 50.923 as presented. **ON A MOTION** by Commissioner Showalter to approve Resolution 1640: A Resolution

of the City of Goodland, Kansas regarding the Governing Body’s intent to levy a property tax exceeding the revenue neutral rate seconded by Commissioner Myers. **MOTION carried on a VOTE of 4-0.**

- C. Building Official Report: Grant Historical Residences, LLC at 520 W. 12th Street** – Zach stated, I was at the facility and a resident showed me room with water leak. It looks like water stains not mold, but I do not know what is under tiles. I sent them notice last week that repairs needed to be done or we will proceed requiring improvements. I did not see any damage in the remainder of building I was able to access. Mayor Thompson stated, it is a nice apartment facility. Commissioner Showalter stated, I appreciate staying on top of situation because this kind of damage can hurt someone’s health. Commissioner Myers asked, is this the community room? Zach stated, this is on second floor and there is an apartment below. Commissioner Showalter stated, on another property, I have received phone calls about weeds at OYO. Zach stated, I spoke with owner who did not take care of weeds. They received letter and if not mowed by next week we will have it mowed.

REPORTS

- A. City Manager - 1.** Manager memo, police monthly activity report, Municipal Court quarterly report, building permit quarterly report and 2nd quarter financial report is are the packet. **2.** We received the dividend check from EMC for the KMU safety program in the amount of \$24,677.28. **3.** Want to confirm Commission wants to host community BBQ with the last Park N Play Concert at Steever Park on August 16th? Mayor Thompson stated, I have enjoyed doing it and would like to keep scheduling with the concerts. Vice-Mayor Howard stated, I agree. **4.** On the gun club lease we will need to renew lease including additional area. **5.** Industrial Park project for BASE Grant started last week. Water department has started our part of project with sewer on south side. Entrance to 21st Century Bean has remained open. The bases for north side of project have been delivered but not south so we are on hold temporarily. We need to set man holes before extend any more pipe. Installation should not affect timeline.
- B. City Commissioners**
Vice-Mayor Howard – 1. No Report
Commissioner Showalter – 1. I would like to thank Chief and police department. We worked with officers on situation at college and officers were knowledgeable and easy to work with.
Commissioner Myers - 1. No Report
Commissioner Redlin – 1. Absent, No Report
- C. Mayor Thompson– 1.** No Report

ADJOURNMENT WAS HAD ON A MOTION BY Vice-Mayor Howard **seconded by** Commissioner Showalter. **Motion carried by unanimous VOTE, meeting adjourned at 5:40 p.m. Next meeting is scheduled for August 5, 2024.**

ATTEST:

Aaron Thompson, Mayor

Mary P. Volk, City Clerk

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

4014 ALL AMERICAN SERVICES										
GEN24-360	1	7/29/24		MOWING		11-09-2140	M	696.00	68482	8/05/24

								696.00		
3784 AMAZON CAPITAL SERVICES										
1761-GMR6-17RW	1	7/23/24	20606	CANDY/PARADES		11-03-3120		179.52	68483	8/05/24
17H9-GKWV-VHMM	1	7/09/24	20601	DURACELL BATTERIES/KEY FOBS		11-03-3120		17.99	68483	8/05/24
17H9-GKWV-VHMM	2	7/09/24	20601	BATTERIES CR1632		11-03-3120		25.08	68483	8/05/24
1MHF-Q9VLOYM4N	1	7/10/24		MEMORY CARD, PUSH BUTTON SWITC		11-17-3130		47.96	68483	8/05/24
1R4Y-PHTW-H3H6	1	7/10/24		BACKBONE MATERIALS		36-01-4010		292.27	68483	8/05/24
1XPH-DQHL-7VN7	1	7/19/24		KETCHUP/MUSTARD/CHIPS/BOATS		11-02-3120		255.00	68483	8/05/24

								817.82		
2871 AMERICAN FAMILY LIFE										
PR20240712	1	7/12/24		AFLAC CANCER		11-00-0012	N	33.18	3045991	7/19/24 E
PR20240712	2	7/12/24		AFLAC CANCER		15-00-0012	N	16.02	3045991	7/19/24 E
PR20240712	3	7/12/24		AFLAC CANCER		23-00-0012	N	18.21	3045991	7/19/24 E
PR20240712	4	7/12/24		AFLAC ACCIDENT		11-00-0012	N	99.30	3045991	7/19/24 E
PR20240712	5	7/12/24		AFLAC ACCIDENT		15-00-0012	N	19.02	3045991	7/19/24 E
PR20240712	6	7/12/24		AFLAC ACCIDENT		23-00-0012	N	14.28	3045991	7/19/24 E
PR20240712	7	7/12/24		AFLAC ST DISB		11-00-0012	N	43.08	3045991	7/19/24 E
PR20240712	8	7/12/24		AFLAC ST DISB		15-00-0012	N	43.20	3045991	7/19/24 E
PR20240712	9	7/12/24		AFLAC LIFE RIDR		15-00-0012	N	2.76	3045991	7/19/24 E
PR20240712	10	7/12/24		AFLAC LIFE		11-00-0012	N	36.33	3045991	7/19/24 E
PR20240712	11	7/12/24		AFLAC LIFE		21-00-0012	N	12.51	3045991	7/19/24 E
PR20240712	12	7/12/24		SPEC HLTH EVENT		11-00-0012	N	20.10	3045991	7/19/24 E
PR20240712	13	7/12/24		AFLAC HOSP CONF		11-00-0012	N	51.96	3045991	7/19/24 E
PR20240726	1	7/26/24		AFLAC CANCER		11-00-0012	N	33.18	3046003	8/02/24 E
PR20240726	2	7/26/24		AFLAC CANCER		15-00-0012	N	16.02	3046003	8/02/24 E
PR20240726	3	7/26/24		AFLAC CANCER		23-00-0012	N	18.21	3046003	8/02/24 E
PR20240726	4	7/26/24		AFLAC ACCIDENT		11-00-0012	N	71.40	3046003	8/02/24 E
PR20240726	5	7/26/24		AFLAC ACCIDENT		15-00-0012	N	19.02	3046003	8/02/24 E
PR20240726	6	7/26/24		AFLAC ACCIDENT		23-00-0012	N	14.28	3046003	8/02/24 E
PR20240726	7	7/26/24		AFLAC ST DISB		11-00-0012	N	43.08	3046003	8/02/24 E
PR20240726	8	7/26/24		AFLAC ST DISB		15-00-0012	N	43.20	3046003	8/02/24 E
PR20240726	9	7/26/24		AFLAC LIFE RIDR		15-00-0012	N	2.76	3046003	8/02/24 E
PR20240726	10	7/26/24		AFLAC LIFE		11-00-0012	N	36.33	3046003	8/02/24 E
PR20240726	11	7/26/24		AFLAC LIFE		21-00-0012	N	12.51	3046003	8/02/24 E
PR20240726	12	7/26/24		SPEC HLTH EVENT		11-00-0012	N	20.10	3046003	8/02/24 E
PR20240726	13	7/26/24		AFLAC HOSP CONF		11-00-0012	N	51.96	3046003	8/02/24 E

								792.00		
1389 AMERICAN FID										
PR20240712	1	7/12/24		AF CANCER AT		11-00-0012	N	33.55	3045988	7/19/24 E
PR20240712	2	7/12/24		AF CANCER AT		15-00-0012	N	16.90	3045988	7/19/24 E
PR20240712	3	7/12/24		AF CANCER AT		21-00-0012	N	4.95	3045988	7/19/24 E
PR20240712	4	7/12/24		AF CANCER AT		23-00-0012	N	4.95	3045988	7/19/24 E
PR20240712	5	7/12/24		AMER FID CANCER		11-00-0012	N	128.34	3045988	7/19/24 E
PR20240712	6	7/12/24		AMER FID CANCER		15-00-0012	N	115.00	3045988	7/19/24 E
PR20240712	7	7/12/24		AMER FID CANCER		21-00-0012	N	45.13	3045988	7/19/24 E
PR20240712	8	7/12/24		AMER FID CANCER		23-00-0012	N	13.47	3045988	7/19/24 E

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

1389 AMERICAN FID										
PR20240712	9	7/12/24		AMER FID LIFE		11-00-0012	N	241.72	3045988	7/19/24 E
PR20240712	10	7/12/24		AMER FID LIFE		15-00-0012	N	239.16	3045988	7/19/24 E
PR20240712	11	7/12/24		AMER FID LIFE		21-00-0012	N	57.38	3045988	7/19/24 E
PR20240712	12	7/12/24		AMER FID LIFE		23-00-0012	N	57.37	3045988	7/19/24 E
PR20240712	13	7/12/24		AM FID ACCIDENT		11-00-0012	N	102.95	3045988	7/19/24 E
PR20240712	14	7/12/24		AM FID ACCIDENT		15-00-0012	N	84.75	3045988	7/19/24 E
PR20240712	15	7/12/24		AM FID ACCIDENT		21-00-0012	N	17.45	3045988	7/19/24 E
PR20240712	16	7/12/24		AM FID HOSPITAL		11-00-0012	N	26.99	3045988	7/19/24 E
PR20240712	17	7/12/24		AM FID HOSPITAL		15-00-0012	N	26.99	3045988	7/19/24 E
PR20240712	18	7/12/24		AM FID HOSPITAL		21-00-0012	N	7.97	3045988	7/19/24 E
PR20240712	19	7/12/24		AM FID HOSPITAL		23-00-0012	N	7.96	3045988	7/19/24 E
PR20240712	20	7/12/24		AM FD DISABILTY		11-00-0012	N	137.20	3045988	7/19/24 E
PR20240712	21	7/12/24		AM FD DISABILTY		21-00-0012	N	19.38	3045988	7/19/24 E
PR20240712	22	7/12/24		AF CRITICAL CR		11-00-0012	N	35.93	3045988	7/19/24 E
PR20240712	23	7/12/24		AF CRITICAL CR		15-00-0012	N	8.77	3045988	7/19/24 E
PR20240726	1	7/26/24		AF CANCER AT		11-00-0012	N	33.55	3046000	8/02/24 E
PR20240726	2	7/26/24		AF CANCER AT		15-00-0012	N	16.90	3046000	8/02/24 E
PR20240726	3	7/26/24		AF CANCER AT		21-00-0012	N	4.95	3046000	8/02/24 E
PR20240726	4	7/26/24		AF CANCER AT		23-00-0012	N	4.95	3046000	8/02/24 E
PR20240726	5	7/26/24		AMER FID CANCER		11-00-0012	N	128.34	3046000	8/02/24 E
PR20240726	6	7/26/24		AMER FID CANCER		15-00-0012	N	115.00	3046000	8/02/24 E
PR20240726	7	7/26/24		AMER FID CANCER		21-00-0012	N	45.13	3046000	8/02/24 E
PR20240726	8	7/26/24		AMER FID CANCER		23-00-0012	N	13.47	3046000	8/02/24 E
PR20240726	9	7/26/24		AMER FID LIFE		11-00-0012	N	209.59	3046000	8/02/24 E
PR20240726	10	7/26/24		AMER FID LIFE		15-00-0012	N	239.16	3046000	8/02/24 E
PR20240726	11	7/26/24		AMER FID LIFE		21-00-0012	N	57.38	3046000	8/02/24 E
PR20240726	12	7/26/24		AMER FID LIFE		23-00-0012	N	57.37	3046000	8/02/24 E
PR20240726	13	7/26/24		AM FID ACCIDENT		11-00-0012	N	102.95	3046000	8/02/24 E
PR20240726	14	7/26/24		AM FID ACCIDENT		15-00-0012	N	84.75	3046000	8/02/24 E
PR20240726	15	7/26/24		AM FID ACCIDENT		21-00-0012	N	17.45	3046000	8/02/24 E
PR20240726	16	7/26/24		AM FID HOSPITAL		11-00-0012	N	26.99	3046000	8/02/24 E
PR20240726	17	7/26/24		AM FID HOSPITAL		15-00-0012	N	26.99	3046000	8/02/24 E
PR20240726	18	7/26/24		AM FID HOSPITAL		21-00-0012	N	7.97	3046000	8/02/24 E
PR20240726	19	7/26/24		AM FID HOSPITAL		23-00-0012	N	7.96	3046000	8/02/24 E
PR20240726	20	7/26/24		AM FD DISABILTY		11-00-0012	N	118.84	3046000	8/02/24 E
PR20240726	21	7/26/24		AM FD DISABILTY		21-00-0012	N	19.38	3046000	8/02/24 E
PR20240726	22	7/26/24		AF CRITICAL CR		11-00-0012	N	35.93	3046000	8/02/24 E
PR20240726	23	7/26/24		AF CRITICAL CR		15-00-0012	N	8.77	3046000	8/02/24 E

AMERICAN FID								2818.03		
1390 AMERICAN FIDELITY										
PR20240712	1	7/12/24		AF MED REIMBURS		11-00-0012	N	354.17	3045989	7/19/24 E
PR20240712	2	7/12/24		AF MED REIMBURS		15-00-0012	N	395.00	3045989	7/19/24 E
PR20240712	3	7/12/24		AF MED REIMBURS		21-00-0012	N	119.80	3045989	7/19/24 E
PR20240712	4	7/12/24		AF MED REIMBURS		23-00-0012	N	57.29	3045989	7/19/24 E
PR20240726	1	7/26/24		AF MED REIMBURS		11-00-0012	N	354.17	3046001	8/02/24 E
PR20240726	2	7/26/24		AF MED REIMBURS		15-00-0012	N	395.00	3046001	8/02/24 E
PR20240726	3	7/26/24		AF MED REIMBURS		21-00-0012	N	119.80	3046001	8/02/24 E
PR20240726	4	7/26/24		AF MED REIMBURS		23-00-0012	N	57.29	3046001	8/02/24 E

AMERICAN FIDELITY								1852.52		

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

441071	1	7/11/24	20592	1814 APPLIED CONCEPTS INC STALKER DUAL RADAR		36-01-4010		2350.00	68484	8/05/24
				APPLIED CONCEPTS INC				2350.00		
GEN24-347	1	8/05/24		156 ARBOR DAY FOUNDATION MEMBERSHIP DUES		11-02-2080		15.00	68485	8/05/24
				ARBOR DAY FOUNDATION				15.00		
A104840	1	7/15/24	20397	1369 ASSOCIATED SUPPLY CO. INC DIVING BOARD HINGES		11-25-3060		1163.39	68486	8/05/24
				ASSOCIATED SUPPLY CO. INC				1163.39		
225603011	1	7/10/24		3774 B&H PHOTO-VIDEO YAMAHA 20" 6-BUS MIXERW/EFX		11-02-3060		622.49	68487	8/05/24
225929491	1	7/22/24	20190	TONERS TN229XXLBK X 2		11-17-3120		192.28	68487	8/05/24
225929491	2	7/22/24	20190	INK-LC20E		21-42-3120		20.89	68487	8/05/24
				B&H PHOTO-VIDEO				835.66		
GEN24-363	1	7/30/24		2756 BEDORE, BARB LIFEGUARD CERTIFICATION		11-25-2140		184.00	68488	8/05/24
				BEDORE, BARB				184.00		
GEN24-367	1	7/25/24		374 BLACK HILLS ENERGY GAS CHARGES/POWER PLANT		15-40-2090		367.84	68489	8/05/24
GEN24-368	1	7/22/24		GAS CHARGES/POLICE DEPARTMENT		11-03-2100		108.51	68489	8/05/24
GEN24-369	1	7/19/24		GAS CHARGES/CEMETERY		11-19-2100		42.03	68489	8/05/24
				BLACK HILLS ENERGY				518.38		
PR20240726	1	7/26/24		71 BLUE CROSS - BLUE SHIELD BCBS S300/SHIP		11-00-0012	N	20.11	3045995	8/02/24 E
PR20240726	2	7/26/24		BCBS S300/SHIP		15-00-0012	N	23.25	3045995	8/02/24 E
				BLUE CROSS - BLUE SHIELD				43.36		
928764421	1	7/25/24	20761	292 BORDER STATES INDUSTRIES #2 TRIPLEX		15-42-3050		3767.04	68490	8/05/24
				BORDER STATES INDUSTRIES				3767.04		
2909760261	1	7/15/24	20396	2902 CARGILL, INCORPORATED KD COURSE SALT		21-40-3040		5599.33	68491	8/05/24
				CARGILL, INCORPORATED				5599.33		
8777204	1	7/23/24	20700	3864 CERTIFIED LABORATORIES CASE OF FREE AEROSOL		15-40-3060		247.24	68492	8/05/24
				CERTIFIED LABORATORIES				247.24		

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

PR20240726	1	7/26/24		519 CITY OF GOODLAN TECHNOLOGY		15-00-0012	N	15.00	3045996	8/02/24 E
				CITY OF GOODLAN				15.00		
4092376	1	7/29/24		600 CONSTELLATION NEWENERGY G GAS CHARGES/JUNE 2024		15-40-2090		548.42	68493	8/05/24
				CONSTELLATION NEWENERGY G				548.42		
GEN24-348	1	7/16/24		4091 COOK, CORI OVERPAYMENT ON ACCOUNT		15-44-3180		100.00	68494	8/05/24
				COOK, CORI				100.00		
101167	1	5/15/24		891 DAN BRENNER FORD-MERCURY, FUEL FILTER & SPARK PLUG/#5		11-03-3170		218.12	68495	8/05/24
101329	1	7/30/24		LAMP ASSEMBLY X 2		15-40-3170		549.33	68495	8/05/24
				DAN BRENNER FORD-MERCURY,				767.45		
2093898823	1	7/15/24		3700 EXPRESS TOLL TOLL FEES/ERHART TRAINING		11-03-2190		13.80	68496	8/05/24
				EXPRESS TOLL				13.80		
PR20240712	1	7/12/24		4056 FAMILY SUPPORT REGISTRY CO Child Suppor		23-00-0012	N	184.61	68478	7/19/24
PR20240726	1	7/26/24		CO Child Suppor		23-00-0012	N	184.61	68481	8/02/24
				FAMILY SUPPORT REGISTRY				369.22		
2511524	1	6/21/24		211 FARM PLAN SWITCHES/BRAKES & HANDLEBARS		11-15-3060		34.63	68497	8/05/24
2518652	1	7/01/24		MODULE/JD 2006-01		11-15-3060		58.76	68497	8/05/24
2519358	1	7/02/24		WHEEL/AXLE/BOLT		11-11-3060		39.37	68497	8/05/24
2525370	1	7/15/24		4" EPDM GASKET		21-42-3120		5.42	68497	8/05/24
2525370	2	7/15/24		3" EPDM GASKETS		21-42-3120		9.36	68497	8/05/24
				FARM PLAN				147.54		
KSCOB132631	1	7/18/24		2201 FASTENAL COMPANY BOLTS		11-11-3120		16.74	68498	8/05/24
				FASTENAL COMPANY				16.74		
8-569-83906	1	7/25/24		422 FEDEX FREIGHT EAST FREIGHT/LEAD & COPPER KITS		21-40-3130		138.96	68499	8/05/24
				FEDEX FREIGHT EAST				138.96		
38434	1	7/29/24		2448 FIRE ALARM SPECIALIST INC ANNUAL TESTING/MAINTENANCE		15-42-2140		1220.00	68500	8/05/24

INVOICE NO	LN	DATE	PO NO	REFERENCE	TRACK		1099	NET	CHECK	PD DATE
					CD	GL ACCOUNT				
FIRE ALARM SPECIALIST INC								1220.00		
205 FRONTIER AG										
034277	1	7/25/24		SHIPPING/PROTECTIVE EQUIP CO	15-42-3130			63.12	68501	8/05/24
034278	1	7/25/24		SHIPPING/PACE	23-41-3130			31.35	68501	8/05/24
120690	1	7/01/24		USED TRACTOR TIRE & TUBE	21-42-3060			286.99	68501	8/05/24
121240	1	7/23/24		TIRE REPAIR/UNIT 4	11-03-3170			21.40	68501	8/05/24
43413	1	7/30/24		PROPANE	11-11-3120			75.00	68501	8/05/24
442046	1	7/25/24		GAS/E10	15-42-2020			8214.90	68501	8/05/24
442046	2	7/25/24		DIESEL	11-11-2020			8793.95	68501	8/05/24
443363	1	7/30/24		DIESEL/SEWER PLANT	23-41-3070			730.80	68501	8/05/24
FRONTIER AG								18217.51		
1792 GAYLORD BROS.										
2870353	1	7/03/24		ACID FREE TISSUE ROLL 1000'	11-17-3120			256.60	68502	8/05/24
2870353	2	7/03/24		ACID FREE TISSUE 30X40"	11-17-3120			129.51	68502	8/05/24
2870353	3	7/03/24		SHIPPING	11-17-3120			65.88	68502	8/05/24
2872181	1	7/18/24		ACID FREE TISSUE ROLL 30"X1000	11-17-3120			238.54	68502	8/05/24
GAYLORD BROS.								690.53		
3100 GRAINGER										
9172018245	1	7/03/24	20620	1/4-20 STRAIGHT FLUTE TAP	11-15-3020			9.70	68503	8/05/24
9172474810	1	7/03/24	20694	GASKET MATERIALS	15-40-3060			638.41	68503	8/05/24
GRAINGER								648.11		
3610 GUYER, JONI R.										
GEN24-349	1	8/01/24		CEMETERY CARE/AUGUST 2024	11-19-2140	M		4073.33	68504	8/05/24
GUYER, JONI R.								4073.33		
391 HOOVER LUMBER										
343722	1	7/01/24		SOLID CONCRETE 4X8X16	21-42-3050			80.80	68506	8/05/24
343744	1	7/01/24		SQUARE PLUG, CAPS, NIPPLE	21-42-3050			8.97	68506	8/05/24
343767	1	7/02/24		COUPLE 3/4" GALV STEEL	21-42-3050			4.49	68506	8/05/24
343931-TAX	1	7/05/24		ACE POSTHOLE DIGGER 48"	15-42-3020			48.66	68506	8/05/24
344048	1	7/08/24		ANCHOR #8, REGISTER RETURN	15-42-3120			20.32	68506	8/05/24
344068	1	7/08/24		CHAIN COIL 3/16" RWPARK SWING	11-15-3060			51.11	68506	8/05/24
344110	1	7/09/24		PAINT	11-17-3130			46.79	68506	8/05/24
344120	1	7/09/24		3 GALLON SPRAYER	11-11-3120			32.39	68506	8/05/24
344241	1	7/11/24		TROWELS, CONCRETE/MASON MIX	15-40-3060			62.76	68506	8/05/24
344293	1	7/12/24		GLOVES, CEMENT RAIN R SHINE	11-11-3120			26.08	68506	8/05/24
344299	1	7/12/24		ANCHOR DRYWALL	11-11-3030			13.49	68506	8/05/24
344423	1	7/15/24		NUTS & BOLTS, LUGGAGE LOCK	11-03-3030			16.84	68506	8/05/24
344461	1	7/16/24		DRILL SET, BATTERIES,DRIVERSSET	21-40-3020			608.63	68506	8/05/24
344461	2	7/16/24		LOCK ENT COM LEVER	21-40-3030			58.49	68506	8/05/24
344515	1	7/17/24		CONCRETE MIX, NUTS & BOLTS	15-42-3120			24.79	68506	8/05/24
344523	1	7/17/24		CONCRETE MIX	15-42-3120			15.24	68506	8/05/24
344616	1	7/18/24		FAUCET	15-40-3030			100.81	68506	8/05/24
344690-TAX	1	7/19/24		SWIVEL LIGHT CONTROL X 3	15-42-3010			52.40	68506	8/05/24
HOOVER LUMBER								1273.06		

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

1733 IN THE CAN LLC										
GEN24-350	1	8/01/24		SOLID WASTE/JULY CORRECTION		30-01-2220		12.00-	68507	8/05/24
GEN24-351	1	8/01/24		SOLID WASTE CONTRACT/AUGUST		30-01-2220		46232.00	68507	8/05/24

								46220.00		
3249 INTERNAL REVENUE SERVICE										
PR20240711	1	7/11/24		FED/FICA TAX		11-00-0011	N	256.11	3045994	7/18/24 E
PR20240712	1	7/12/24		FED/FICA TAX		11-00-0011	N	16076.40	3045992	7/19/24 E
PR20240712	2	7/12/24		FED/FICA TAX		15-00-0011	N	6603.11	3045992	7/19/24 E
PR20240712	3	7/12/24		FED/FICA TAX		21-00-0011	N	1088.58	3045992	7/19/24 E
PR20240712	4	7/12/24		FED/FICA TAX		23-00-0011	N	998.66	3045992	7/19/24 E
PR20240726	1	7/26/24		FED/FICA TAX		11-00-0011	N	15087.54	3046004	8/02/24 E
PR20240726	2	7/26/24		FED/FICA TAX		15-00-0011	N	6706.81	3046004	8/02/24 E
PR20240726	3	7/26/24		FED/FICA TAX		21-00-0011	N	1125.36	3046004	8/02/24 E
PR20240726	4	7/26/24		FED/FICA TAX		23-00-0011	N	970.66	3046004	8/02/24 E

								48913.23		
4093 JAWARA, CHRISTY										
GEN24-353	1	7/16/24		OVERPAYMENT ON ACCOUNT		15-44-3180		100.00	68508	8/05/24

								100.00		
2747 JOHNSON SERVICE COMPANY										
GEN24-358	1	7/25/24		FLOW METER REFUND		22-01-5100		750.00	68509	8/05/24
GEN24-358	2	7/25/24		FLOW METER INTEREST		21-42-2350		51.20	68509	8/05/24

								801.20		
4092 JOHNSON, DANIELLE										
GEN24-352	1	7/16/24		OVERPAYMENT ON ACCOUNT		15-44-3180		50.00	68510	8/05/24

								50.00		
1092 KANSAS CORP. COMM.										
GEN24-364	1	8/01/24		2011-00357		39-01-2050		100.36	68511	8/05/24
GEN24-364	2	8/01/24		2011-00571		39-01-2050		32.77	68511	8/05/24

								133.13		
1072 KANSAS PAYMENT CENTER										
PR20240712	1	7/12/24		INCOME WITHOLD		11-00-0012	N	96.46	3045987	7/19/24 E
PR20240726	1	7/26/24		INCOME WITHOLD		11-00-0012	N	96.46	3045999	8/02/24 E

								192.92		
3392 KLING, JAKE D.										
GEN24-354	1	8/01/24		ATTORNEY/AUGUST 2024		11-02-2140	M	5250.00	68512	8/05/24

								5250.00		
865 KS DEPT TAX										
PR20240711	1	7/11/24		STATE TAX		11-00-0011	N	17.48	3045993	7/18/24 E

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

865 KS DEPT TAX										
PR20240712	1	7/12/24		STATE TAX		11-00-0011	N	2672.47	3045986	7/19/24 E
PR20240712	2	7/12/24		STATE TAX		15-00-0011	N	1307.17	3045986	7/19/24 E
PR20240712	3	7/12/24		STATE TAX		21-00-0011	N	193.06	3045986	7/19/24 E
PR20240712	4	7/12/24		STATE TAX		23-00-0011	N	177.17	3045986	7/19/24 E
PR20240726	1	7/26/24		STATE TAX		11-00-0011	N	2561.10	3045998	8/02/24 E
PR20240726	2	7/26/24		STATE TAX		15-00-0011	N	1331.30	3045998	8/02/24 E
PR20240726	3	7/26/24		STATE TAX		21-00-0011	N	200.95	3045998	8/02/24 E
PR20240726	4	7/26/24		STATE TAX		23-00-0011	N	166.35	3045998	8/02/24 E

KS DEPT TAX								8627.05		
523 KS PUBLIC EMP. RETIREMENT										
PR20240712	1	7/12/24		KPERS		11-00-0012	N	2375.88	3045985	7/19/24 E
PR20240712	2	7/12/24		KPERS		15-00-0012	N	2104.37	3045985	7/19/24 E
PR20240712	3	7/12/24		KPERS		21-00-0012	N	206.87	3045985	7/19/24 E
PR20240712	4	7/12/24		KPERS		23-00-0012	N	206.86	3045985	7/19/24 E
PR20240712	5	7/12/24		KPERS II		11-00-0012	N	1856.21	3045985	7/19/24 E
PR20240712	6	7/12/24		KPERS II		15-00-0012	N	1441.81	3045985	7/19/24 E
PR20240712	7	7/12/24		KPERS II		21-00-0012	N	97.48	3045985	7/19/24 E
PR20240712	8	7/12/24		KPERS II		23-00-0012	N	97.48	3045985	7/19/24 E
PR20240712	9	7/12/24		KPERS III		11-00-0012	N	4201.08	3045985	7/19/24 E
PR20240712	10	7/12/24		KPERS III		15-00-0012	N	1117.29	3045985	7/19/24 E
PR20240712	11	7/12/24		KPERS III		21-00-0012	N	463.16	3045985	7/19/24 E
PR20240712	12	7/12/24		KPERS III		23-00-0012	N	452.77	3045985	7/19/24 E
PR20240712	13	7/12/24		KPERS D&D		11-00-0012	N	552.65	3045985	7/19/24 E
PR20240712	14	7/12/24		KPERS D&D		15-00-0012	N	305.59	3045985	7/19/24 E
PR20240712	15	7/12/24		KPERS D&D		21-00-0012	N	50.30	3045985	7/19/24 E
PR20240712	16	7/12/24		KPERS D&D		23-00-0012	N	49.61	3045985	7/19/24 E
PR20240726	1	7/26/24		KPERS		11-00-0012	N	2375.88	3045997	8/02/24 E
PR20240726	2	7/26/24		KPERS		15-00-0012	N	2137.12	3045997	8/02/24 E
PR20240726	3	7/26/24		KPERS		21-00-0012	N	206.87	3045997	8/02/24 E
PR20240726	4	7/26/24		KPERS		23-00-0012	N	206.86	3045997	8/02/24 E
PR20240726	5	7/26/24		OPTIONAL KPERS		11-00-0012	N	261.50	3045997	8/02/24 E
PR20240726	6	7/26/24		OPTIONAL KPERS		15-00-0012	N	46.95	3045997	8/02/24 E
PR20240726	7	7/26/24		KPERS II		11-00-0012	N	1877.61	3045997	8/02/24 E
PR20240726	8	7/26/24		KPERS II		15-00-0012	N	1488.27	3045997	8/02/24 E
PR20240726	9	7/26/24		KPERS II		21-00-0012	N	97.48	3045997	8/02/24 E
PR20240726	10	7/26/24		KPERS II		23-00-0012	N	97.48	3045997	8/02/24 E
PR20240726	11	7/26/24		KPERS III		11-00-0012	N	3808.49	3045997	8/02/24 E
PR20240726	12	7/26/24		KPERS III		15-00-0012	N	1106.99	3045997	8/02/24 E
PR20240726	13	7/26/24		KPERS III		21-00-0012	N	484.27	3045997	8/02/24 E
PR20240726	14	7/26/24		KPERS III		23-00-0012	N	436.48	3045997	8/02/24 E
PR20240726	15	7/26/24		KPERS D&D		11-00-0012	N	528.33	3045997	8/02/24 E
PR20240726	16	7/26/24		KPERS D&D		15-00-0012	N	310.12	3045997	8/02/24 E
PR20240726	17	7/26/24		KPERS D&D		21-00-0012	N	51.68	3045997	8/02/24 E
PR20240726	18	7/26/24		KPERS D&D		23-00-0012	N	48.55	3045997	8/02/24 E

KS PUBLIC EMP. RETIREMENT								31150.34		
3680 KU EDWARDS CAMPUS										
C9166EA7	1	7/11/24	20602	INSTRUCTOR DEV SCHOOL/JOHNSON		25-01-2170		275.00	68513	8/05/24
C9166EA7	2	7/11/24	20602	LODGING AND MEALS		11-03-2170		180.00	68513	8/05/24

INVOICE NO	LN	DATE	PO NO	REFERENCE	TRACK		1099	NET	CHECK	PD DATE
					CD	GL ACCOUNT				
				KU EDWARDS CAMPUS				455.00		
				301 LEAGUE OF KS. MUNICIPALIT						
200013685	1	7/23/24		2024 LEAGUE CONFERENCE/BROWN		11-02-2170		250.00	68514	8/05/24
20013390	1	7/24/24		TRAFFIC ORDINANCE, STO ELECT		11-03-3120		292.63	68514	8/05/24
				LEAGUE OF KS. MUNICIPALIT				542.63		
				3998 MASA						
PR20240726	1	7/26/24		MEDICAL TRANSP		11-00-0012	N	179.00	68480	8/02/24
PR20240726	2	7/26/24		MEDICAL TRANSP		15-00-0012	N	112.00	68480	8/02/24
PR20240726	3	7/26/24		MEDICAL TRANSP		21-00-0012	N	21.00	68480	8/02/24
PR20240726	4	7/26/24		MEDICAL TRANSP		23-00-0012	N	7.00	68480	8/02/24
				MASA				319.00		
				3415 MCCONNELL & ASSOCIATES						
2407-098031	1	7/10/24		SW LATEX FAST DRY, GLASSBEADS		11-11-3120		879.88	68515	8/05/24
				MCCONNELL & ASSOCIATES				879.88		
				1671 MEDART, INC.						
03806921	1	7/18/24	20812	TRICUT EDGE BLADES		11-15-3120		90.84	68516	8/05/24
				MEDART, INC.				90.84		
				917 MILLER CONSTRUCTION SERV						
GEN24-365	1	7/30/24		GOODLAND INDUSTRIAL PARK		04-01-2050	M	254333.94	68517	8/05/24
				MILLER CONSTRUCTION SERV				254333.94		
				2104 NATIONWIDE TRUST CO. FSB						
PR20240712	1	7/12/24		NATIONWIDE TRST		11-00-0012	N	575.00	3045990	7/19/24 E
PR20240712	2	7/12/24		NATIONWIDE TRST		15-00-0012	N	265.00	3045990	7/19/24 E
PR20240726	1	7/26/24		NATIONWIDE TRST		11-00-0012	N	575.00	3046002	8/02/24 E
PR20240726	2	7/26/24		NATIONWIDE TRST		15-00-0012	N	265.00	3046002	8/02/24 E
				NATIONWIDE TRUST CO. FSB				1680.00		
				352 NORTHWEST KANSAS AREA TRA						
GEN24-356	1	8/05/24		2024/2025 MEMBERSHIP DUES		11-06-3120		50.00	68518	8/05/24
				NORTHWEST KANSAS AREA TRA				50.00		
				366 NORWEST RECREATION, INC.						
47602	1	7/30/24		CO2		11-25-3130		49.00	68519	8/05/24
				NORWEST RECREATION, INC.				49.00		
				3502 O'REILLY AUTO PARTS						
5617-244850	1	7/02/24		MINI BULB		21-40-3170		4.15	68520	8/05/24
5617-245230	1	7/09/24		DOOR JAMB/#75		11-11-3170		19.47	68520	8/05/24
				O'REILLY AUTO PARTS				23.62		

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

				1903 PACE ANALYTICAL						
2460209608	1	7/11/24		SEWER ANALYSIS		23-41-2070		391.40	68521	8/05/24
				PACE ANALYTICAL				391.40		

				2401 PAW WASH						
GEN24-355	1	8/01/24		ANIMAL CONTROL/AUGUST 2024		11-05-2140		2100.00	68522	8/05/24
				PAW WASH				2100.00		

				3759 PRAIRIESPRINGS HOSPITALIT						
GEN24-359	1	8/05/24		SALES TAX REIMB		28-01-2050		8382.20	68523	8/05/24
				PRAIRIESPRINGS HOSPITALIT				8382.20		

				1683 PRINCIPAL MUTUAL LIFE INS						
PR20240712	1	7/12/24		PRIN. MUTUAL		11-00-0012	N	106.47	68476	7/19/24
PR20240712	2	7/12/24		PRIN. MUTUAL		15-00-0012	N	278.89	68476	7/19/24
				PRINCIPAL MUTUAL LIFE INS				385.36		

				2776 PUBLIC AGENCY TRAINING CO						
5440	1	7/15/24	20604	MANANGING PROPERTY ROOM CLASS		25-01-2170		350.00	68524	8/05/24
				PUBLIC AGENCY TRAINING CO				350.00		

				827 ROOFMASTERS ROOFING CO, IN						
11221	1	7/09/24	20603	ROOF LEAK REPAIR		11-03-3030		675.00	68525	8/05/24
				ROOFMASTERS ROOFING CO, IN				675.00		

				2138 S & M REPAIR LLC						
D632G	1	5/29/24		CLEAN UP 1526 CALDWELL		11-09-2140		1000.00	68526	8/05/24
				S & M REPAIR LLC				1000.00		

				1442 S & T COMMUNICATIONS, INC						
10894253	1	8/01/24		ALARMS		15-44-2180		38.52	68527	8/05/24
10894253	2	8/01/24		ALARMS		23-41-2180		12.84	68527	8/05/24
10894253	3	8/01/24		ALARMS		11-17-2180		12.84	68527	8/05/24
10894253	4	8/01/24		ALARMS		21-40-2180		11.12	68527	8/05/24
				S & T COMMUNICATIONS, INC				75.32		

				407 SALINA SUPPLY COMPANY						
S100241347.009	1	7/01/24	20112	3" METER		21-00-0006		2393.90	68528	8/05/24
S100251979.002	1	7/08/24	20119	1.5" X 18" METER SETTER BYPASS		21-00-0006		1384.99	68528	8/05/24
S100266637.001	1	7/03/24	20395	7001-100 REGAL SMART VALVE		38-01-4080		3550.00	68528	8/05/24
S100267349.001	1	7/22/24		6" HULK COUPLING X 2		21-42-3050		400.00	68528	8/05/24
S100267389.001	1	7/08/24	20543	1" MP X 1" CTS COMP X 20		21-42-3050		710.00	68528	8/05/24
S100268166.001	1	7/22/24	20544	SEWER TAP SSADDLES X 10		23-43-3050		634.50	68528	8/05/24
S100268166.001	2	7/22/24	20544	COUPLINGS, BALL VALVE PLUGS		21-42-3050		2940.64	68528	8/05/24
S100268166.002	1	7/22/24	20544	GALV HD PLUG X 2		21-42-3050		27.88	68528	8/05/24
S100268166.003	1	7/22/24	20544	GALVANIZED HD PLUGS		21-42-3050		142.49	68528	8/05/24

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

407 SALINA SUPPLY COMPANY										
S100268166.004	1	7/22/24	20544	1.25 STRAIGHT COUPLING X 4		21-42-3050		264.00	68528	8/05/24
S100268437.001	1	7/12/24	20548	8" MJ CAP 2" TAP		21-42-3050		232.95	68528	8/05/24
S100268549.001	1	7/22/24	20811	SEAL & GASKET KIT		11-15-3060		70.00	68528	8/05/24

SALINA SUPPLY COMPANY								12751.35		
2265 SCHERMERHORN, KATHY										
GEN24-357	1	8/01/24		ANIMAL CONTROL/AUGUST 2024		11-05-2140	M	1500.00	68529	8/05/24

SCHERMERHORN, KATHY								1500.00		
413 SCHLOSSER, INC.										
12156	1	7/17/24		FLOW FILL/8TH & MAIN		21-42-3050		503.75	68530	8/05/24

SCHLOSSER, INC.								503.75		
2801 SHAMROCK FOODS COMPANY										
31346159	1	7/11/24	20327	CONCESSIONS		11-25-3130		436.93	68531	8/05/24
31370533	1	7/18/24	20855	CONCESSIONS		11-25-3130		544.94	68531	8/05/24
31379289	1	7/22/24	20859	CONCESSIONS		11-25-3130		102.24	68531	8/05/24
31391952	1	7/25/24	20862	CONCESSIONS		11-25-3130		565.20	68531	8/05/24

SHAMROCK FOODS COMPANY								1649.31		
421 SHARE CORPORATION										
274051	1	7/10/24	20546	GRANUAL WEED CONTROL		21-40-3040		2622.74	68532	8/05/24
274051	2	7/10/24	20546	SLYDE N GLYDE		21-40-3120		364.98	68532	8/05/24
274052	1	7/10/24	20547	TRISEL WEED KILLER		21-40-3040		1296.00	68532	8/05/24

SHARE CORPORATION								4283.72		
427 SHORES NAPA										
322433	1	6/26/24		OIL FILTER/#45		11-06-3170		4.00	68536	8/05/24
322526	1	6/27/24		FILTER/OIL/#64 GATOR		11-11-3060		11.86	68536	8/05/24
322744	1	6/28/24		STREET ELBOW, 90 DEGREE ANGLE		21-42-3050		24.98	68536	8/05/24
322881	1	7/01/24		RTU EXT LIFE GALLON, TRASHBAGS		11-15-3120		71.21	68536	8/05/24
322881	2	7/01/24		DOG STOPPER		11-02-3120		15.99	68536	8/05/24
322882	1	7/01/24		LYNCH PIN		21-40-3120		13.96	68536	8/05/24
322914	1	7/01/24		BLINKER/#8		15-42-3170		5.06	68536	8/05/24
322921	1	7/01/24		FILTER		23-41-3170		4.00	68536	8/05/24
322955	1	7/01/24		SKIMMING NET, GLOVES		23-41-3120		99.92	68536	8/05/24
323045	1	7/02/24		FILTER & OIL/#72 RANGER		11-15-3060		20.08	68536	8/05/24
323050	1	7/02/24		HOSE CLAMPS		21-42-3060		5.64	68536	8/05/24
323184	1	7/03/24		FUNNEL, TRASH BAGS, CUTTINGWHL		11-11-3120		121.21	68536	8/05/24
323364	1	7/05/24		KEYS		11-15-3120		6.00	68536	8/05/24
323523	1	7/08/24		HOSE CLAMPS		11-15-3120		18.14	68536	8/05/24
323548	1	7/08/24		SPRAY TIP		11-11-3060		39.99	68536	8/05/24
323553	1	7/08/24		FILTER/#2		11-11-3170		13.83	68536	8/05/24
323708	1	7/09/24		FUEL CONDITIONER		11-15-3070		10.64	68536	8/05/24
323802	1	7/10/24		CLOROX/CHAMBERS FOUNTAIN		11-15-3120		16.99	68536	8/05/24
323810	1	7/10/24		SPRAYER FOR WEEDS		11-15-3020		79.98	68536	8/05/24
323894	1	7/10/24		AA BATTERIES		11-11-3120		15.99	68536	8/05/24
324046	1	7/11/24		COIL ON PLUG BOOT/#5		11-03-3170		15.60	68536	8/05/24

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

427 SHORES NAPA										
324131	1	7/12/24		3/8" CLEAR HOSE/WATER SLIDE		11-25-3060		19.75	68536	8/05/24
324151	1	7/12/24		ER70S-6 MIG WIRE		15-40-3120		91.66	68536	8/05/24
324151	2	7/12/24		GLOVES		15-40-3120		46.39	68536	8/05/24
324317	1	7/15/24		SWITCH		15-40-3060		6.20	68536	8/05/24
324326	1	7/15/24		HARDWARE		11-03-3030		4.90	68536	8/05/24
324351	1	7/15/24		CLEAR HOSE,TEE/BLUE WTR SLIDE		11-25-3060		10.47	68536	8/05/24
324511	1	7/16/24		HARDWARE		11-03-3170		5.18	68536	8/05/24
324560	1	7/16/24		CONTOL ARM & BALL/#5		11-03-3170		254.25	68536	8/05/24
324675	1	7/17/24		CHAIN		11-11-3060		9.98	68536	8/05/24
324706	1	7/17/24		1/4" DIAMOND ONE PIECE		15-40-3020		17.72	68536	8/05/24
324769	1	7/18/24		TAPE MEASURE		21-42-3020		16.99	68536	8/05/24
324852	1	7/18/24		HOSE & PLUGS		11-15-3120		8.33	68536	8/05/24
324852	2	7/18/24		5/16 HOLLOWCORE		11-15-3020		10.40	68536	8/05/24
324867	1	7/18/24		CLEVIS/ROSEWOOD SWINGS		11-15-3060		17.16	68536	8/05/24
325025	1	7/19/24		FUEL FILTER, FUELWATER/15 DODG		15-42-3060		85.92	68536	8/05/24
325030	1	7/19/24		CHAIN/STREET MOWER		11-11-3060		11.38	68536	8/05/24
325177	1	7/22/24		SAW ALL BLADES X 2		11-11-3060		67.98	68536	8/05/24
325188	1	7/22/24		SHOP TOWELS		11-15-3120		14.99	68536	8/05/24
325188	2	7/22/24		GRABBER		11-15-3020		32.99	68536	8/05/24
325260	1	7/22/24	20861	QUIKSTRIKE		11-25-3120		19.99	68536	8/05/24
325345	1	7/23/24		NIPPLES,VALVE, PLUGS,UNION		21-42-3050		157.12	68536	8/05/24
325405	1	7/23/24		ZIPTIES, TCA GLASWHITE		11-11-3060		43.62	68536	8/05/24
325506	1	7/24/24		CLOROX ALGEE/CHAMBERS FOUNTAIN		11-15-3120		18.99	68536	8/05/24
325524	1	7/24/24		CHAIN		11-11-3060		45.54	68536	8/05/24
325583	1	7/24/24		BATTERY		11-11-3060		123.49	68536	8/05/24
325597	1	7/24/24		ROLLING PINS		23-41-3120		4.70	68536	8/05/24
325677	1	7/25/24		DISPOSABLE GLOVES		23-43-3120		19.98	68536	8/05/24
325684	1	7/25/24		EMERY CLOTH,SIL-GLYDE,ORINGS		23-43-3120		53.02	68536	8/05/24

SHORES NAPA								1834.16		
4028 SMOKEY APPAREL & DESIGN										
1239	1	7/08/24		EMBROIDER JEANS X 26		11-11-3160		78.00	68537	8/05/24

SMOKEY APPAREL & DESIGN								78.00		
4055 SMOKY HILL MUSEUM										
GEN24-366	1	6/04/24		DEPOSIT/A PLACE TO CALL HOME		38-01-4010		500.00	68538	8/05/24

SMOKY HILL MUSEUM								500.00		
647 SNAPPY SNACK VENDING & GA										
GEN24-361	1	7/17/24	20852	CONCESSIONS		11-25-3130		180.00	68539	8/05/24

SNAPPY SNACK VENDING & GA								180.00		
438 STANION WHOLESALE ELECTRI										
5750147-02	1	7/02/24	20748	COLD SHRINK 3M 8452 X 10		15-42-3050		402.53	68540	8/05/24
5755153-00	1	7/30/24	20751	SLEEVE & GLOVE CANVAS BAGS		15-42-3050		621.59	68540	8/05/24
5763318-00	1	7/23/24	20759	MATERIAL, WR159 X 50 POLY SPOO		15-42-3050		396.48	68540	8/05/24
5763318-01	1	7/30/24	20759	COMPRESSION SLEEVE, COMP SPLIC		15-42-3050		4442.73	68540	8/05/24
5763318-02	1	7/30/24	20759	COMP SPLICE		15-42-3050		103.56	68540	8/05/24
5764819-00	1	7/23/24	20739	#4 TRIPLEX		15-42-3050		1382.40	68540	8/05/24

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

5764819-01	1	7/30/24	20739	438 STANION WHOLESALE ELECTRI 5' CROSS ARMS		15-42-3050		2598.28	68540	8/05/24
				STANION WHOLESALE ELECTRI				9947.57		

6008182434	1	7/31/24		4038 STAPLES OFFICE NEWSLETTER PAPER		11-02-3120		58.73	68541	8/05/24
7001603797	1	7/31/24		NEWSLETTER PAPER		11-02-3120		25.17	68541	8/05/24
				STAPLES OFFICE				83.90		

1032	1	7/16/24	20605	4094 THE AED STORE AED X 5/AED GRANT		36-01-4010		9250.00	68542	8/05/24
1032	2	7/16/24	20605	AED CASES X 5/AED GRANT		36-01-4010		250.00	68542	8/05/24
1032	3	7/16/24	20605	AED CASES X 5		19-01-4020		350.00	68542	8/05/24
				THE AED STORE				9850.00		

GEN24-362	1	8/01/24		2159 TRIPLETT INC SALES TAX REIMB		28-01-2060		5601.53	68543	8/05/24
				TRIPLETT INC				5601.53		

1076899	1	7/16/24		3568 UNDERGROUND VAULTS SHRED SERVICE		11-03-2140		172.00	68544	8/05/24
				UNDERGROUND VAULTS				172.00		

GEN24-363	1	8/01/24		2784 USD # 352 SCHOOL SALES TAX		11-02-2050		33933.23	68545	8/05/24
				USD # 352				33933.23		

PR20240712	1	7/12/24		2895 VISION CARE DIRECT ADM. VISION CARE DIR		11-00-0012	N	172.96	68477	7/19/24
PR20240712	2	7/12/24		VISION CARE DIR		15-00-0012	N	99.53	68477	7/19/24
PR20240712	3	7/12/24		VISION CARE DIR		21-00-0012	N	14.82	68477	7/19/24
PR20240726	1	7/26/24		VISION CARE DIR		11-00-0012	N	172.96	68479	8/02/24
PR20240726	2	7/26/24		VISION CARE DIR		15-00-0012	N	99.53	68479	8/02/24
PR20240726	3	7/26/24		VISION CARE DIR		21-00-0012	N	14.82	68479	8/02/24
				VISION CARE DIRECT ADM.				574.62		

00355	1	7/15/24		640 WAL*MART OFFICE/CLEANING SUPPLIES		15-42-3120		138.93	68549	8/05/24
00616	1	7/14/24	20329	CONCESSIONS		11-25-3130		83.00	68549	8/05/24
00663	1	7/02/24	20320	CONCESSION		11-25-3130		96.51	68549	8/05/24
00686	1	6/22/24	20311	CONCESSIONS		11-25-3130		27.30	68549	8/05/24
00703	1	6/22/24	20310	CONCESSIONS		11-25-3130		73.48	68549	8/05/24
01456	1	7/16/24	20851	CONCESSIONS		11-25-3130		70.20	68549	8/05/24
01687	1	6/24/24		PROPEL, LIQUID IV		21-42-3120		67.88	68549	8/05/24
01760	1	7/01/24		BATTERIES		21-40-3120		74.42	68549	8/05/24
01987	1	7/05/24	20323	CONCESSIONS		11-25-3130		32.48	68549	8/05/24
02491	1	7/06/24	20324	CONCESSIONS		11-25-3130		32.80	68549	8/05/24

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

640 WAL*MART										
02525	1	7/08/24	20325	CONCESSIONS		11-25-3130		119.33	68549	8/05/24
02525	2	7/08/24	20325	CLEANING SUPPLIES		11-25-3120		70.23	68549	8/05/24
02652	1	6/20/24		14" POOLS X 4		23-41-3120		115.52	68549	8/05/24
02991	1	6/26/24	20316	FLY RIBBON		11-25-3120		2.24	68549	8/05/24
03280	1	6/24/24	20313	CONCESSIONS		11-25-3130		54.04	68549	8/05/24
03310	1	6/24/24	20314	OFFICE SUPPLIES		11-25-3120		48.75	68549	8/05/24
03397	1	6/25/24		PROPEL, GATORADE		11-11-2310		45.26	68549	8/05/24
03494	1	6/26/24	20315	CONCESSION		11-25-3130		51.95	68549	8/05/24
03573	1	7/18/24	20854	CONCESSIONS		11-25-3130		39.24	68549	8/05/24
03573	2	7/18/24	20854	OFFICE SUPPLIES		11-25-3120		9.04	68549	8/05/24
03735	1	7/19/24	20856	CONCESSIONS		11-25-3130		25.63	68549	8/05/24
03735	2	7/19/24	20856	OFFICE SUPPLIES		11-25-3120		5.04	68549	8/05/24
03833	1	6/20/24	20307	CONCESSIONS		11-25-3130		27.30	68549	8/05/24
03850	1	6/27/24		CONCESSIONS		11-25-3130		36.72	68549	8/05/24
04111	1	7/11/24	20326	CONCESSIONS		11-25-3130		21.84	68549	8/05/24
04398	1	7/01/24	20319	CONCESSIONS		11-25-3130		18.82	68549	8/05/24
04398	2	7/01/24	20319	OFFICE SUPPLIES		11-25-3120		10.61	68549	8/05/24
04431	1	7/01/24		MUSLIM		11-17-3120		37.01	68549	8/05/24
04503	1	7/03/24	20322	CONCESSIONS		11-25-3120		24.76	68549	8/05/24
04503	2	7/03/24	20322	CLEANING SUPP;IES		11-25-3120		19.75	68549	8/05/24
05234	1	6/23/24	20312	CONCESSIONS		11-25-3130		46.00	68549	8/05/24
05234	2	6/23/24	20312	OFFICE SUPPLIES		11-25-3120		41.15	68549	8/05/24
05364	1	7/09/24		MUSLIN & LYSOL		11-17-3120		52.89	68549	8/05/24
06536	1	7/18/24		WATER, PROPEL		21-42-3120		213.26	68549	8/05/24
06636-24	1	7/14/24		BOXES, PENS, CARWASH, CANOPY		11-03-3120		127.37	68549	8/05/24
06706	1	7/15/24		OFFICE/CLEANING SUPPLIES		15-40-3120		273.38	68549	8/05/24
06762	1	7/15/24	20330	CONCESSIONS		11-25-3130		26.44	68549	8/05/24
06762	2	7/15/24	20330	OFFICE SUPPLIES		11-25-3120		26.97	68549	8/05/24
06871	1	7/04/24		BATTERIES/KEY FOBS		11-03-3120		16.41	68549	8/05/24
07462	1	6/22/24		COFFEE & CREAMER		11-17-3120		18.54	68549	8/05/24
07817	1	7/12/24	20328	CONCESSIONS		11-25-3130		39.72	68549	8/05/24
08561	1	6/29/24	20318	CLEANING SUPPLIES		11-25-3120		22.91	68549	8/05/24
08561	2	6/29/24	20318	CONCESSIONS		11-25-3130		48.86	68549	8/05/24

WAL*MART								2433.98		

***** REPORT TOTAL *****								549037.62		

JRNL ID/ ACCOUNT NUMBER	OTHER NUMBER/ ACCOUNT TITLE	OTHER REFERENCE/ REFERENCE	DEBIT	CREDIT	BANK #
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PAYROLL					
07-01-5030	SELF INSUR BCBS STOP LOSS PYMT	STOP LOSS 07/16	9,336.16		
07-00-0001	SELF INSUR CASH	STOP LOSS 07/16		9,336.16	1
07-01-5030	SELF INSUR BCBS STOP LOSS PYMT	STOP LOSS 07/23	4,092.97		
07-00-0001	SELF INSUR CASH	STOP LOSS 07/23		4,092.97	1
Journal Total :			13,429.13	13,429.13	
Sub Total			13,429.13	13,429.13	
** Report Total **			13,429.13	13,429.13	

FUND	NAME	DEBITS	CREDITS
07	SELF INSURANCE	13,429.13	13,429.13
TOTALS		13,429.13	13,429.13

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

ACCOUNT NUMBER	ACCOUNT TITLE	DEBITS	CREDITS	NET
07-00-0001	SELF INSUR CASH	.00	13,429.13	13,429.13-
07-01-5030	SELF INSUR BCBS STOP LOSS PYMT	13,429.13	.00	13,429.13
	TRANSACTION TOTALS	13,429.13	13,429.13	.00

JRNL ID/ ACCOUNT NUMBER	OTHER NUMBER/ ACCOUNT TITLE	OTHER REFERENCE/ REFERENCE	DEBIT	CREDIT	BANK #
PAYROLL					
07-01-5030	SELF INSUR BCBS STOP LOSS PYMT	STOP LOSS 07/30	2,935.36		
07-00-0001	SELF INSUR CASH	STOP LOSS 07/30		2,935.36	1
45-01-1050	EMP BENEFIT HEALTH/ACC INSUR	BCBS GEN	14,705.03		
45-00-0001	EMP BENEFITS CASH	BCBS GEN		14,705.03	1
15-40-1050	ELEC. PROD. INSURANCE	BCBS ELPR	2,486.56		
15-00-0001	ELECTRIC CASH	BCBS ELPR		2,486.56	1
15-42-1050	ELEC. DIST. INSURANCE	BCBS ELDI	4,426.32		
15-00-0001	ELECTRIC CASH	BCBS ELDI		4,426.32	1
15-44-1050	ELEC. COMM & GEN INSURANCE	BCBS ELCG	2,370.19		
15-00-0001	ELECTRIC CASH	BCBS ELCG		2,370.19	1
21-40-1050	WATER PROD. INSURANCE	BCBS WAPR	442.28		
21-00-0001	WATER CASH	BCBS WAPR		442.28	1
21-42-1050	WATER DIST. INSURANCE	BCBS WADI	798.44		
21-00-0001	WATER CASH	BCBS WADI		798.44	1
23-41-1050	SEWER TREATMENT INSURANCE	BCBS SETR	962.19		
23-00-0001	SEWER CASH	BCBS SETR		962.19	1
23-43-1050	SEWER COLL. INSURANCE	BCBS SECO	519.91		
23-00-0001	SEWER CASH	BCBS SECO		519.91	1

Journal Total :	29,646.28	29,646.28
Sub Total	29,646.28	29,646.28
** Report Total **	29,646.28	29,646.28

FUND	NAME	DEBITS	CREDITS
07	SELF INSURANCE	2,935.36	2,935.36
15	ELECTRIC UTILITY	9,283.07	9,283.07
21	WATER UTILITY	1,240.72	1,240.72
23	SEWER UTILITY	1,482.10	1,482.10
45	EMPLOYEE BENEFIT	14,705.03	14,705.03
TOTALS		29,646.28	29,646.28

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

ACCOUNT NUMBER	ACCOUNT TITLE	DEBITS	CREDITS	NET
07-00-0001	SELF INSUR CASH	.00	2,935.36	2,935.36-
07-01-5030	SELF INSUR BCBS STOP LOSS PYMT	2,935.36	.00	2,935.36
15-00-0001	ELECTRIC CASH	.00	9,283.07	9,283.07-
15-40-1050	ELEC. PROD. INSURANCE	2,486.56	.00	2,486.56
15-42-1050	ELEC. DIST. INSURANCE	4,426.32	.00	4,426.32
15-44-1050	ELEC. COMM & GEN INSURANCE	2,370.19	.00	2,370.19
21-00-0001	WATER CASH	.00	1,240.72	1,240.72-
21-40-1050	WATER PROD. INSURANCE	442.28	.00	442.28
21-42-1050	WATER DIST. INSURANCE	798.44	.00	798.44
23-00-0001	SEWER CASH	.00	1,482.10	1,482.10-
23-41-1050	SEWER TREATMENT INSURANCE	962.19	.00	962.19
23-43-1050	SEWER COLL. INSURANCE	519.91	.00	519.91
45-00-0001	EMP BENEFITS CASH	.00	14,705.03	14,705.03-
45-01-1050	EMP BENEFIT HEALTH/ACC INSUR	14,705.03	.00	14,705.03
TRANSACTION TOTALS		29,646.28	29,646.28	.00

PAYROLL REGISTER

ORDINANCE #2024-P15

7/19/2024

<u>DEPARTMENT</u>	<u>GROSS PAY</u>
GENERAL	77,343.67
ELECTRIC	30,560.07
WATER	5,029.50
SEWER	4,961.45
TOTAL	<u>117,894.69</u>

PASSED AND SIGNED THIS _____ DAY OF _____, 2024

CITY CLERK

MAYOR

PAYROLL REGISTER

ORDINANCE #2024-P15A

8/2/2024

<u>DEPARTMENT</u>	<u>GROSS PAY</u>
GENERAL	70,944.83
ELECTRIC	31,011.56
WATER	5,167.81
SEWER	4,854.60
TOTAL	<u>111,978.80</u>

PASSED AND SIGNED THIS _____ DAY OF _____, 2024

CITY CLERK

MAYOR



AGENDA ITEM #
CITY COMMISSION COMMUNICATION FORM

FROM: LeAnn Taylor, Municipal Judge

DATE: August 5, 2024

ITEM: Standard Traffic and Uniform Public Offense Code Ordinances

NEXT STEP: Commission Motion

ORDINANCE
 MOTION
 INFORMATION

-
- I. REQUEST OR ISSUE:** Request passage of the 51st Edition of the Standard Traffic Ordinance and the 40th Edition of the Uniform Public Offense Code as presented.
- II. BACKGROUND INFORMATION:** A document from the LeAnn Taylor, Goodland Municipal Judge, identifying all the changes included in these editions of the STO and UPOC was included in the agenda packet.

SUMMARY AND ALTERNATIVES:

Commission may take one of the following actions:

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

Changes in the Uniform Public Offense Code for 2024

- Section 9.1 Disorderly Conduct**
Deleted in (a) (3) Subsection (c) “or engaging in noisy conduct tending reasonably to arouse alarm, anger or resentment in others”.
- Section 9.9.1 Unlawful Possession of Marijuana and Tetrahydrocannabinoids.**
Not incorporated in the Uniform Public Offense Code.
- Section 9.9.2 Possession of Drug Paraphernalia and Certain Drug Precursors.**
Not incorporated in the Uniform Public Offense Code.
- Section 9.9.4 Unlawful Possession of Controlled Substances.**
Not incorporated in the Uniform Public Offense Code.

Changes in the Standard Traffic Ordinance for 2024

- Section 201.1 Failure to Comply with Traffic Citation.**
Added Section (g) – This section will expire at 11:59 p.m. on December 31, 2024.
- Section 201.2 Failure to Comply with Traffic Citation.**
Replaced old section 201.1.
Added alternative methods for drivers to obtain a restricted license after being suspended for failure to comply by the courts.
Driver control will notify by mail, 5 years after conviction, any person whose driving privileges were suspended or restricted and have not been restored that they may be eligible for driving privileges as a result of the expiration of five years from the conviction for the failure to comply.
Provisions shall be applied retroactively.



ORDINANCE NO. 1779

AN ORDINANCE REGULATING THE TRAFFIC WITHIN THE CORPORATE LIMITS OF THE CITY OF GOODLAND, KANSAS; INCORPORATING BY REFERENCE THE “STANDARD TRAFFIC ORDINANCE FOR KANSAS CITIES,” 51st EDITION; PROVIDING CERTAIN PENALTIES AND AMENDING AND REPEALING SECTION NO. 16-101.

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

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

Sec. 16-101. – Incorporating the standard traffic ordinance.

There is hereby incorporated by reference for the purpose of regulating traffic within the corporate limits of the City of Goodland, Kansas, that certain Standard Traffic Ordinance known as the “Standard Traffic Ordinance for Kansas Cities,” 51st Edition, prepared and published in book form by the League of Kansas Municipalities, Topeka, Kansas. No fewer than three copies of said Standard Traffic Ordinance shall be marked or stamped “Official Copy as Adopted by Ordinance No. 1779,” and to which shall be attached a copy of this ordinance, and filed with the City Clerk to be open to inspection and available to the public at all reasonable hours. The Police Department, Municipal Judge and all Administrative Departments of the City charged with enforcement of the ordinance shall be supplied, at the cost of the City, such number of official copies of such Standard Traffic Ordinance similarly marked, as may be deemed expedient.

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

PASSED AND ADOPTED this 5th day of August, 2024, by the Governing Body of the City of Goodland, Kansas.

Aaron Thompson - Mayor

ATTEST:

Mary P. Volk, City Clerk



ORDINANCE NO. 1780

AN ORDINANCE REGULATING PUBLIC OFFENSES WITHIN THE CORPORATE LIMITS OF THE CITY OF GOODLAND, KANSAS; INCORPORATING BY REFERENCE THE “UNIFORM PUBLIC OFFENSE CODE FOR KANSAS CITIES,” 40TH EDITION; PROVIDING CERTAIN PENALTIES AND AMENDING SECTION 12-101 OF THE CODE OF ORDINANCES OF THE CITY OF GOODLAND, KANSAS RELATING THERETO.

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

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

Sec. 12-101. Incorporating uniform public offense code.

There is hereby incorporated by reference for the purpose of regulating public offenses within the corporate limits of the City of Goodland, Kansas that certain code known as the “Uniform Public Offense Code,” 40th Edition, prepared and published in book form by the League of Kansas Municipalities, Topeka, Kansas. Said Uniform Public Offense Code shall be incorporated in its entirety with the exception of:

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

No fewer than three copies of said Uniform Public Offense Code shall be marked or stamped “Official Copy as Adopted by Ordinance No. 1780,” and to which shall be attached a copy of this ordinance, and filed with the City Clerk to be opened to inspection and available to the public at all reasonable hours. The Police Department, Municipal Judge and all Administrative Departments of the City charged with enforcement of the ordinance shall be supplied, at the cost of the City, such number of official copies of such Uniform Public Offense Code similarly marked, as may be deemed expedient.

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

PASSED AND ADOPTED this 5th day of August, 2024, by the Governing Body of the City of Goodland, Kansas.

Aaron Thompson - Mayor

ATTEST:

Mary P. Volk, City Clerk



AGENDA ITEM
CITY COMMISSION COMMUNICATION FORM

FROM: Zach Hildebrand, Building Official
Kent Brown, City Manager

DATE: 08/05/2024

ITEM: Unfit Structure – 1526 Caldwell

NEXT STEP: Commission Motion

ORDINANCE
 MOTION
 INFORMATION

I. REQUEST OR ISSUE:

The enforcing officer of the City of Goodland, Kansas will present information that 1526 Caldwell Av. is unfit for human habitation. Resolution 1641 is to request a time period of 30 days to have the violations abated or the structure demolished. The owner of such structure would be hereby directed to commence the repair of the property within thirty (30) days of August 5, 2024.

II. BACKGROUND INFORMATION:

The Enforcing Officer of the City of Goodland filed a Statement of Dangerous or Unsafe Structure on May 20, 2024. After conducting an investigation on April 16th, 2024, it was found that the structure has a mice infestation, improper wiring, improper mechanical plumbing, the ceiling is falling in the bathroom, the shingles are deteriorated, and is a general nuisance to the community due to lack of or improper maintenance. After the investigation, I requested that the Utility Clerk put in a work order to have the utilities shut off due to the structure being a fire and health hazard. The owner of the property is deceased. The occupant of the structure is her son. From what I can find out no will was left stating whom the property would belong to.

From the May 6, 2024 City Commission minutes -

Resolution 1631: Abate Nuisance property at 1526 Caldwell Ave. – Zach stated, on April 3rd I sent a letter to homeowner, who is deceased, so have to go the route of an affidavit to clean up and demolish property. The resolution provides ability to put property out for bid. Mayor Thompson asked, currently there is no legal owner since owner passed on? Zach stated, there was someone residing at property but no longer. Mayor Thompson stated, the property is overdue and needs cleaned up. ON A MOTION by Mayor Thompson to approve Resolution 1631: Abate Nuisance property at 1526 Caldwell Ave seconded by Commissioner Showalter. MOTION carried on a VOTE of 5-0.

From the May 20, 2024 City Commission minutes -

Resolution 1634: Unfit Structure 1526 Caldwell – Zach stated, this structure is unfit and has a lot of structural damage. The property leaks and is not up to code with electrical and plumbing. Commissioner Showalter asked, is house occupied? Zach stated, no, owner is deceased four years ago and son was living there. There are four years of back taxes on property. Someone had lived in house for some time without utilities. Mayor Thompson stated, it is sad to think someone thinks they have to live in property like this but we have responsibility to make sure property is livable and up to code. Zach stated, this resolution sets hearing for the property. The item was listed on agenda as Resolution 1631 but it should be 1634. ON A MOTION by Commissioner Redlin to approve Resolution 1634: fixing a time and place and providing the notice of a hearing before the governing body at which the owner, his or her agents, lienholders of record, occupants and other interested parties may appear and show cause why such structure should not be condemned and ordered repaired or demolished as unsafe or dangerous structure at 1526 Caldwell seconded by Commissioner Myers. MOTION carried on a VOTE of 5-0.

After receiving bids, the City authorized the cleanup of the outside of the property.

From the June 3, 2024 City Commission minutes:

IFB2024-0502: 1526 Caldwell – Zach stated, this is to cleanup nuisance property at 1526 Caldwell. We received bids from A-2 Construction for \$5,200, Goody's for \$4,000 and S & M Repair for \$1,000 who also included insurance as requested. I recommend low bid from S & M Repair for the outside cleanup at 1526 Caldwell. This includes removal of vehicles on property that are not tagged. ON A MOTION by Mayor Thompson to approve the bid from S & M Repair for outside cleanup at 1526 Caldwell seconded by Vice-Mayor Howard. MOTION carried on a VOTE of 4-0.

Public hearing conducted at the July 1, 2024 City Commission meeting. No owners or occupants appeared to discuss the abatement of the issues. It was requested to table the issue until we moved forward with another property getting demolished.

From the July 1, 2024 City Commission minutes:

PUBLIC HEARING Unfit Structure 1526 Caldwell – Mayor Thompson opened the public hearing for 1526 Caldwell at 5:02 p.m. Kent stated, this is action regarding the house as the exterior was previously addressed. Zach stated, there are electrical, plumbing and water issues along with mice. One owner is in Texas and the other in treatment. I have not had contact with other family members. Kent stated, current owner listed is deceased. Mayor Thompson closed the public hearing for Unfit Structure at 1526 Caldwell at 5:03 p.m.

Later in that meeting, Building Official Hildebrand gave the following report:

The reason there is no resolution for 1526 Caldwell is because there will be extra demolition costs for property and need to ensure funds are available. Vice-Mayor Howard stated, I believe there has been a lot of drug use at the house so need to take proper precautions.

III. FISCAL IMPACTS:

There will be a cost to the city initially for the removal of the Structure and abating the mice.

IV. 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.

RESOLUTION NO. 1641

A RESOLUTION FINDING THAT THE STRUCTURE LOCATED AT 1526 CALDWELL AVENUE, GOODLAND, KANSAS, IS UNSAFE OR DANGEROUS AND DIRECTING THAT THE STRUCTURE BE REPAIRED OR REMOVED AND THE PREMISES BE MADE SAFE AND SECURE.

WHEREAS, the Enforcing Officer of the City of Goodland, Kansas, did on the 20th day of May, 2024, file with the governing body of said city, a statement in writing that the structure, hereinafter described, is unsafe and dangerous; and,

WHEREAS, the governing body did by Resolution No. 1634, dated the 20th day of May, 2024, fix the time and place of a hearing at which the owner, his or her agent, and lienholders, any occupants and all other parties of interest of such structure could appear and show cause why such structure should not be condemned and ordered repaired or demolished, and provided for giving notice thereof as provided by law; and,

WHEREAS, Resolution No. 1634 was published in the official city paper on the 24th day of May, 2024 and on the 31st day of May, 2024, and a copy of said Resolution was served upon all persons entitled thereto as provided by law; and,

WHEREAS, on the 1st day of July, 2024, the governing body did conduct the hearing scheduled in Resolution No. 1634 and took evidence from the following: the Enforcing Officer on behalf of the City and the Owner.

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

1. The governing body hereby finds that the structure located at

C K & N ADDN TO GOODLAND, BLOCK 5, Lot 11 – 12
a/k/a 1526 CALDWELL AVENUE

is unsafe and dangerous and directs that such structure is to be repaired and the premises made safe and secure.

2. The owner of such structure is hereby directed to commence the repair of the property within thirty (30) days of August 5, 2024. Provided that upon due application by the owner and for good cause shown, the governing body, in its sole discretion, may grant the owner additional time to complete the repairs to the property.
3. If the owner fails to commence the repair of the structure within the time stated, or any additional time granted by the governing body, or fails to diligently prosecute the same until the work is completed, the governing body will cause the structure

to be razed and removed and the costs of razing and removing, less salvage, if any, shall be collected in the manner provided by K.S.A. 12-1,1115, and amendments thereto or shall be assessed as special assessments against the lot or parcel of land upon which the structure is located or both, all as provided by law.

BE IT FURTHER RESOLVED, that if the owner fails to commence the repair of the structure within the time provided herein or fails to diligently prosecute the same, the governing body may take such further action as it deems necessary to raise and remove the structure without further notice to the owner or other parties in interest.

BE IT FURTHER RESOLVED, that the City Clerk shall cause this Resolution to be published once in the official city paper and mail a copy to the owners, agents, lienholders, occupants and other parties in interest.

Adopted this 5th day of August, 2024.

Aaron Thompson, Mayor

ATTEST:

Mary Volk, City Clerk



AGENDA ITEM #
CITY COMMISSION COMMUNICATION FORM

FROM: Kent Brown, City Manager

DATE: August 5, 2024

ITEM: Change Order #3: Runway 5/23 Construction Project

NEXT STEP: Motion to approve

ORDINANCE
 MOTION
 INFORMATION

I. REQUEST OR ISSUE:

This change order is for additional Items Required by FAA Tech Ops during construction

1. Add 1/0 Grounding Guard wire with grounding rods on top of power run from old PAPI location to new PAPI location. (materials \$6,202.58, labor \$20,863.18, equipment \$2,061.20)
2. Rework Powerrack to relocate cable tray (labor only \$2,655.04)

II. RECOMMENDED ACTION / NEXT STEP:

Need a motion to approve price increase and an increase of 15 working days on Change Order #3, to forward to the FAA.

III. FISCAL IMPACTS:

Per Darin Neufeld with EBH - I talked to Todd at FAA. Since it is an FAA mandate from tech ops all is covered by grant funds. So city will be responsible for 10%. We will request that it be covered 100% since that's how this project started. However, there may not be funds in that category from COVID time. If there is money left in that pool, then yes the City could request. But if we have to use your AIP funds pool it will be 90%-10%. However, we won't know until the request is filed per Todd at FAA.

IV. BACKGROUND INFORMATION:

From the August 1, 2022 meeting minutes:

2021 Goodland Municipal Airport Reconstruct Runway 5-23 – Darin Neufeld, EBH Engineer stated, I would like to give Commission the background on project. In January 2021 we had a conference call with FAA for pre-design. We were instructed to have a separate contract with Tech Op's division of FAA for PAPI part of project since FAA owns equipment. We were also instructed in January by Tech Op's that they would not start review of project until September 2021, but to be awarded grant money for project we had to bid project in April. About three weeks ago we received final approval of design. They basically informed us we have to change out everything except the four PAPI boxes, which generates the change order. The change order increases contract price \$72,120 and summarizes list of equipment that can be moved from current location and equipment that shall be replaced. We are asking for approval of change order which includes the addition

of fourteen days for contractor; however, we do not have approval from FAA as they are still discussing items with Tech Op's. Since this is their equipment, it has to be disposed of by their office. Commissioner Showalter asked, if they find they can reuse some equipment, will change order be less? Darin stated, correct, that is why I recommend Commission approval contingent upon approval from FAA. They need Commission approval as transformer is twenty two weeks out. If we have to do this, when we can land aircraft on runway, it will be open but will not have instrument approach. It will strictly be visual approach. Mayor Thompson asked, does increase in contract fall 100% under grant? Darin yes because we are still under original grant award. Mayor Thompson asked, if any amount falls outside grant, will City be responsible for all or portion of increase? Darin stated, until we get approval from FAA and Tech Op's I do not have final answer. It is Tech Op's that is requesting change so FAA feels they should pay for change. **ON A MOTION** by Mayor Thompson to approve Change Order #1 for AIP 23 Reconstruct Runway 5/23 project increasing contract price \$72,120, contingent upon approval from the FAA **seconded** by Commissioner Redlin. **MOTION carried on a VOTE of 5-0.**

The FAA has been discussing Change Order #1 since our meeting last August and has just provided approval of Change Order #1; however, they are requesting Change Order #2 be approved by the Commission and submitted to them in order to request future reimbursements of expenses on the grant at 100%.

From the July 3, 2023 City Commission minutes:

Change Order #2: Runway 5/23 Construction Project - Kent stated, change order is a price increase on relocation of the PAPI so that they can use instrument flight on runway. With requirements of the FAA it has taken since August 2022 for FAA to approve price increases. Project will not be finished until spring 2024 unless material delivery is sooner than anticipated. Mayor Thompson stated, the increase is responsibility of FAA so it does not affect the City. Commissioner Showalter stated, I was concerned with the time it has taken that cost increase will be responsibility of the City. Kent stated, the increase has been conversation with FAA offices but it is FAA responsibility. **ON A MOTION** by Mayor Thompson to approve Change Order #2: Runway 5/23 Construction Project **seconded** by Vice-Mayor Howard. **MOTION carried on a VOTE of 4-0.**

Darrin with EBH will be available at the meeting to answer questions.

DOCUMENT 00695

CHANGE ORDER

CHANGE ORDER NO. 3

Date August 5, 2024

Project: 2021 Goodland Municipal Airport Reconstruct Runway 5-23

Effective Date of **Agreement** MAY 17, 2021

Contractor Smoky Hill, LLC

Owner hereby orders and authorizes the following changes in the Work:

Additional Items Required by FAA Tech Ops during construction

- 1. Add 1/0 Grounding Guard wire with grounding rods on top of power run from old PAPI location to new PAPI location. (materials \$6,202.58, labor \$20,863.18, equipment \$2,061.20)
- 2. Rework Powerrack to relocate cable tray (labor only \$2,655.04)

See next page for detailed breakdown

CHANGE IN CONTRACT PRICE:

Original Contract Price (as of Effective Date of **Agreement**): \$ 2,822,078.50

Old Contract Price (as adjusted by previous **Change Orders**): \$ 2,904,772.84

NET (**increase**) (~~decrease~~) due to this **Change Order**: \$ 31,782.00

New Contract Price (as adjusted by this **Change Order**): \$ 2,936,554.84

CHANGE IN CONTRACT TIME:

Original Working Days (as given in Contract Agreement): 150 calendar days

Old completion Working Days (as adjusted by previous Change Orders): 209 calendar days

NET (**increase**) (~~decrease~~) due to this Change Order: 15 calendar days

New completion Working Days (as adjusted by this Change Order): 224 calendar days

ORDERED BY: City of Goodland, Kansas
Owner

ACCEPTED BY: Smoky Hill, LLC
Contractor

By: _____

By: _____

(Typed/printed)

(Typed/printed)

(Title)

(Title)

Attest: _____

REVIEWED BY: _____

(Title)

Evans, Bierly, Hutchison & Associates, P.A.

END OF DOCUMENT

SUMMARY OF CHANGES TO PROJECT

The following items increased in price from the date of Change Order 3

Qty	Description	Unit Cost	Total	NECA Labor Unit	Labor Total
5	3/4" x 10' ground rod	\$63.46	\$317.30	2	10
1	cadweld 1/0 1/0 1/0 Horiz Tee Mold	\$265.06	\$265.06	2.5	2.5
1	cadweld 4/0 4/0 1/0 Horiz tee Mold	\$265.06	\$265.06	2.5	2.5
6	caldweld welding material for above Molds	\$52.14	\$312.86	2.5	15
5	cadweld One Shot 1/0 to 3/4" ground rod	\$57.94	\$289.69	1.87	9.35
500	1/0 bare stranded copper wire	\$4.64	\$2,317.50	0.024	12
1	60A 3P 600V Fused N3R Disconnect	\$529.68	\$529.68	4.95	4.95
3	15A RK5 Fuses	\$6.00	\$17.99	0.06	0.18
2	1" Stainless Steel Myers Hubs	\$121.05	\$242.09	0.86	1.72
1	1" PVC LB	\$11.59	\$11.59	0.75	0.75
10	1" PVC Sch 80	\$2.04	\$20.42	0.083	0.83
730	Direct Bury Control Wire	\$1.92	\$1,399.68	0.039	28.47
500	Trenching/Compacting 6" x18"	\$0.00	\$0.00	0.06	30
6	Concrete	\$14.49	\$86.91	0.5	3
1	Tape Underground Warning	\$36.21	\$36.21	0.5	0.5
2	mob/demob	\$0.00	\$0.00	32	64
1	admin	\$0.00	\$0.00	4	4
1	safety & Foreman	\$0.00	\$0.00	15	15
1	6x6 Gutter Rework	\$0.00	\$0.00	28.5	28.5
10	1" Rigid Conduit	\$6.60	\$66.00	1.05	10.5
10	1" PVC Sch 80	\$2.04	\$20.40	0.79	7.9
1	1" PVC 90	\$2.56	\$2.56	0.5	0.5
1	1" PVC TA	\$0.96	\$0.96	0.15	0.15
1	1" PVC Coupling	\$0.63	\$0.63	0.15	0.15
		material total	\$6,202.58	Labor Total	252.45

Labor		
Hours	rate+per-diem+indirects	
252.45	\$93.16	\$23,517.81
Equipment		2,061.20
	grand total	31,782.00



AGENDA ITEM
CITY COMMISSION COMMUNICATION FORM

FROM: Kent Brown, City Manager

DATE: 8/5/2024

ITEM: Runway 5/23 Engineering Contract Amendment No. 2 – EBH

NEXT STEP:

ORDINANCE
 MOTION
 INFORMATION

- I. REQUEST OR ISSUE:** Due to additional Change Orders 1, 2 & 3 (all PAPI related from Tech Ops changes and requirements), EBH with approval from the FAA requests to modify Lump Sum contract amount.
- II. RECOMMENDED ACTION / NEXT STEP:**
Staff recommends the Commission approve this contract amendment.
- III. BACKGROUND INFORMATION:**
From the October 5, 2020 City Commission minutes - -
Design Contract for Reconstruction of Airport Runway 5/23 - Andrew stated, this contract is design engineering of reconstruction of runway 5/23. Darin Neufeld, EBH Engineer stated, FAA has given permission to begin this project that will extend runway 500 feet and replace last phase of asphalt. Contract is design only, not construction engineering as the FAA wants the project broken into two projects. Geotechnical is a substantial portion of this contract. We are not under a long timeline but there are milestones we have to hit. FAA wants project bid out and a contractor selected by May 1, 2021 so we need to proceed to stay on their timeframe. When we did Masterplan, data was input in AGIS System, so anytime we make changes we have to update information with FAA. I need contract in place to schedule surveyors. FAA has set aside money for this project as long as we meet FAA guidelines. FAA owns and maintains NavAids for main runway and Pappies on crosswind runway. The Kansas City office did not allow us to work with Tech Op's until project was certified to proceed. The Tech Op's cannot review until October 2021, which is going to cause problems but Kansas City wants us to proceed. If we do not get Pappies included with this project they will work with us to get the Pappies moved. Until we get their blessing we cannot move them and it is their project. Mayor Garcia stated, this is a 90/10 grant and extends runway for bigger aircraft. ON A MOTION by Vice-Mayor Thompson to approve design contract

for the reconstruction of airport runway 5/23 with EBH Engineering in the amount of \$84,500, contingent upon approval of the FAA seconded by Commissioner Brumbaugh. MOTION carried on a VOTE of 4-0.

From the November 2, 2020 City Commission minutes –

Runway 5/23 Engineering Contract Amendment No. 1 - Darin stated, a month ago the original contract was approved for design only because the Kansas Airport Engineer wanted AGIS in separate contract. They now want us to include Construction Engineering and AGIS, which pushes contract over \$100,000 level, requiring an independent fee assessment. This amendment includes the AGIS, Geotech, construction and project closeout costs. An independent fee assessment was conducted by a firm that did not respond to the project. The firm looks at our contract as if they were doing the project and calculate their costs. If our contract costs are less than then the independent firm, our contract can be approved. If our costs exceed the independent analysis, the costs will need to be evaluated to determine why costs differ. Geotech is complete and surveyors will be out next week in order to meet goal to bid project by April 1. Commissioner Howard asked, what is estimated completion date? Darrin stated, it depends on contractor getting the job. The money is earmarked by FAA for this fiscal year but Congress may not have sent money to agency yet. Completion date is based on the combination of funds available and contractor. Commissioner Brumbaugh stated, I understood the project was to be complete next year no matter what. Darrin stated, project will be ready, but federal funding is out of our control. Commissioner Brumbaugh stated, this is first I heard project could roll over to 2022. Darrin stated, we will be ready to start construction June 2021 but will depend on funding from FAA to allow us to start. ON A MOTION by Commissioner Farris to approve Runway 5/23 Engineering Contract Amendment No. 1 seconded by Commissioner Howard. MOTION carried on a VOTE of 5-0.

=====

This request is to add \$50,240.00 to the Construction Engineering to account for corresponding Change Order 1 (14 working days), Change Order 2 (45 working days) and Change Order 3 (14 working days) to the Contractor.

EBH provided documentation to FAA on the following items as part of the request:

- Engineer – 4 hours for Change Order #1
- Engineer Tech – 126 hours for Change Order #1
- Engineer – 405 hours for Change Order #2
- Engineer – 120 hours for Change Order #3

Original contract and contract amendment #1 are included in the packet.

IV. SUMMARY AND ALTERNATIVES:

Commission may take one of the following actions:

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

CONTRACT AMENDMENT NO. 2

PROJECT: GOODLAND MUNICIPAL AIRPORT RECONSTRUCT & EXTEND 5-23

OWNER: CITY OF GOODLAND, KANSAS

ENGINEER: EVANS, BIERLY, HUTCHISON & ASSOCIATES, P.A.

AGREEMENT DATE: OCTOBER 5, 2020

AMENDMENT NO. 1 DATE: NOVEMBER 2, 2020

AMENDMENT NO. 2 DATE: AUGUST 5, 2024

SUMMARY: Add \$50,240.00 to the Construction Engineering to account for corresponding Change Order 1 (14 working days), Change Order 2 (45 working days) and Change Order 3 (14 working days) to the Contractor.

The following changes are hereby made to the Contract:

NO Sections shall be added

CHANGE Section 2.3.3 (Construction Engineering Services)

Due to additional Change Orders 1, 2 & 3 (all PAPI related from Tech Ops changes and requirements), modify Lump Sum contract amount

FROM The **OWNER** agrees to pay the **ENGINEER** actual cost, plus a net fee for profit of **\$ 15,000.00**. The actual cost shall be incurred in conformity with the cost principles established in the U.S. Department of Transportation, Federal Aviation Administration Advisory Circular No. 150/5100-14c, Part 4-4. The maximum total compensation for Section 1.2, Construction Services, shall not exceed **\$ 154,500.00** except by supplementary contract by the parties hereto with prior approval by the FAA.

TO The **OWNER** agrees to pay the **ENGINEER** actual cost, plus a net fee for profit of **\$ 15,000.00**. The actual cost shall be incurred in conformity with the cost principles established in the U.S. Department of Transportation, Federal Aviation Administration Advisory Circular No. 150/5100-14c, Part 4-4. The maximum total compensation for Section 1.2, Construction Services, shall not exceed **\$ 204,740.00** except by supplementary contract by the parties hereto with prior approval by the FAA.

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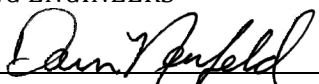
IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed on the date written above.

ENGINEER

OWNER

EVANS, BIERLY, HUTCHISON & ASSOCS.
CONSULTING ENGINEERS

CITY OF GOODLAND, KANSAS P.A.,

By: 

By: _____
Mayor

Attest: _____
City Clerk

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

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

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

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

SECTION 1 - ENGINEERING SERVICES:

1.1. DESIGN ENGINEERING SERVICES

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

1.2 CHANGES IN SERVICES

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

SECTION 2 - OWNER'S RESPONSIBILITIES

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

- 2.3.1 For services under paragraphs 1.1
(Design Engineering)

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

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

SECTION 3 - THE PARTIES HERETO MUTUALLY AGREE:

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

SECTION 4 - MUTUAL CONSIDERATIONS:

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

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

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

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

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

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

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

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

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

OWNER
CITY OF GOODLAND, KANSAS

By: _____
Vice-President

By: _____
Mayor

Attest: _____
City Clerk

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

SECTION 1: Scope of Work

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

SECTION 2: Access to Site

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

SECTION 3: Dispute Resolution

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

SECTION 4: Billings and Payments

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

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

SECTION 5: Ownership of Documents

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

SECTION 6: Standard of Care

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

SECTION 7: Construction Methods and Job Site Safety

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

SECTION 8: Certifications, Guarantees, and Warranties

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

SECTION 9: Termination of Services

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

SECTION 10: Limitation of Liability

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

FEDERAL CONTRACT PROVISIONS FOR A/E AGREEMENTS

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

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

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

ACCESS TO RECORDS AND REPORTS

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

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

CIVIL RIGHTS – GENERAL

Reference: 49 USC § 47123

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

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

CIVIL RIGHTS – TITLE VI ASSURANCE

Reference: 49 USC § 47123 and FAA Order 1400.11

A) Title VI Solicitation Notice

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

B) Title VI Clauses for Compliance with Nondiscrimination Requirements

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

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

C) Title VI List of Pertinent Nondiscrimination Authorities

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

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

DISADVANTAGED BUSINESS ENTERPRISE

Reference: 49 CFR part 26

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

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

ENERGY CONSERVATION REQUIREMENTS

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

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

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

Reference: 29 USC § 201, et seq.

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

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

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

Reference: 20 CFR part 1910

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

RIGHT TO INVENTIONS

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

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

SEISMIC SAFETY

Reference: 49 CFR part 41

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

TAX DELINQUENCY AND FELONCY CONVICTION

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

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

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

TRADE RESTRICTION CERTIFICATION

Reference: 49 USC § 50104 and 49 CFR part 30

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

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

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

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

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

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

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

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

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

VETERAN'S PREFERENCE

Reference: 49 USC § 47112(c)

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

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$3,500

DISTRACTED DRIVING

Reference: Executive Order 13513 and DOT Order 3902.10

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

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

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$10,000

TERMINATION OF CONTRACT

Reference: 2 CFR § 200 Appendix II (B)

Termination for Convenience

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

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

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

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

Termination by Default

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

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

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

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

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

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

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

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

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

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

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

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$25,000

DEBARMENT AND SUSPENSION

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

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

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

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

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

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$100,000

CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

Reference: 2 CFR § 200 Appendix II (E)

1) Overtime Requirements.

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

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

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

3) Withholding for Unpaid Wages and Liquidated Damages.

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

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

4) Subcontractors.

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

LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

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

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

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

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

P

ROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$150,000

BREACH OF CONTRACT TERMS

Reference: 2 CFR § 200 Appendix II (A)

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

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

CLEAN AIR AND WATER POLLUTION CONTROL

Reference: 2 CFR § 200 Appendix II (G)

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

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

CONTRACT AMENDMENT NO. 1

PROJECT: GOODLAND MUNICIPAL AIRPORT RECONSTRUCT & EXTEND 5-23

OWNER: CITY OF GOODLAND, KANSAS

ENGINEER: EVANS, BIERLY, HUTCHISON & ASSOCIATES, P.A.

AGREEMENT DATE: OCTOBER 5, 2020

AMENDMENT NO. 1 DATE: NOVEMBER 2, 2020

SUMMARY: Add Aeronautical Obstruction Survey and As Built AGIS, Construction Engineering and Project Closeout for the contract.

The following changes are hereby made to the Contract:

ADD Section 1.3, 1.4, 1.5, 2.3.3, 2.3.4 & 2.3.5

1.3 AERONAUTICAL OBSTRUCTION SURVEY SERVICES

- 1.3.1 Conduct an Aeronautical Obstruction Survey and upload this survey to the AGIS system to obtain clearance for the development of Approach Procedures to both ends of Runway 5-23.
- 1.3.2 Conduct a post project Aeronautical Obstruction Survey to confirm or alter the AGIS system data with final constructed facilities.

1.4 CONSTRUCTION ENGINEERING SERVICES

- 1.4.1 Conduct a preconstruction conference with the **OWNER** and contractor. Assist the **OWNER** in obtaining DBE participation information from Contractor, if required.
- 1.4.2 Review submittals by the construction contractors.
- 1.4.3 Define all Project areas in the field.
- 1.4.4 Provide Construction Staking to the project.
- 1.4.5 Complete all Field Testing services required to evaluate the project for acceptance in accordance with the Project Specifications.
- 1.4.6 Prepare change orders for approval by the **OWNER**.
- 1.4.7 Create, review and validate the contractor's monthly and final payment requests and forward payment requests to the **OWNER**.
- 1.4.8 **ENGINEER** will make periodic and final site inspections and will provide contract document interpretations.
- 1.4.9 Assist the **OWNER** with all Grant and reimbursement paperwork.
- 1.4.10 Perform or arrange for all gradation and other related testing.
- 1.4.11 Maintain daily log of construction site to include work and quantity completed, materials used and test results.

- 1.4.12 The **ENGINEER** will provide a full-time competent Resident Project Representative (RPR) and such assistant RPR's as may be required on the work. The RPR and assistants will observe the work while construction is in progress. Construction services are based on 150 calendar days. The RPR shall not have responsibility for the superintendence of construction site conditions, operation, equipment, or personnel other than employees of the **ENGINEER**. The RPR will maintain a daily log of construction activities. Written construction progress reports will be furnished to the **OWNER**. Such construction observation does not guarantee the work of the contractor nor provide any control over the contractor's work method. The presence or absence of a construction observer does not relieve the contractor of his responsibility to properly prosecute the work nor does it relieve the contractor of his responsibility to properly prosecute the work nor does it relieve the contractor of his responsibility for safety at the work site.
- 1.4.13 Perform post construction activities to fully document work performed on the Airfield, and compliance with FAA Design guidelines.
- 1.4.14 Provide two sets of as-constructed drawings of the completed project to the OWNER and one additional set for the FAA. As well as submit updated ALP set to the FAA, if required due to geometric change to pavement or change in pavement markings.

1.5 PROJECT CLOSEOUT

- 1.5.1 To comply with Federal Regulation 49 CFR Part 18, the **OWNER** must submit required close-out documentation within 90 days from the final acceptance and project completion.
- 1.5.2 The **ENGINEER** will complete the closeout documentation for the **OWNER** within the required timeframe. This timeframe will commence on the date the project is accepted from the contractor.
- 2.3.3 For services under paragraphs 1.3
(Aeronautical Obstruction Survey Services)

The **OWNER** agrees to pay the **ENGINEER** a Fixed Lump Sum Payment of **\$ 70,000.00**. The actual costs were estimated in conformity with the cost principles established in the U.S. Department of Transportation, Federal Aviation Administration Advisory Circular No. 150/5100-14c, Part 4-5. This will be the total compensation for the scope of work outlined in this contract except by supplementary contract by the parties hereto with prior approval by the FAA.

- 2.3.4 For services under paragraphs 1.4
(Construction Engineering Services)

The **OWNER** agrees to pay the **ENGINEER** actual cost, plus a net fee for profit of **\$ 15,000.00**. The actual cost shall be incurred in conformity with the cost principles established in the U.S. Department of Transportation, Federal Aviation Administration Advisory Circular No. 150/5100-14c, Part 4-4. The maximum total compensation for Section 1.2, Construction Services, shall not exceed **\$ 154,500.00** except by supplementary contract by the parties hereto with prior approval by the FAA.

2.3.4 For services under paragraphs 1.5
(Project Closeout Services)

The **OWNER** agrees to pay the **ENGINEER** a Fixed Lump Sum Payment of \$ **15,000.00**. The actual costs were estimated in conformity with the cost principles established in the U.S. Department of Transportation, Federal Aviation Administration Advisory Circular No. 150/5100-14c, Part 4-5. This will be the total compensation for the scope of work outlined in this contract except by supplementary contract by the parties hereto with prior approval by the FAA.

CHANGE Section 2.3.1

Due to additional GEOTECH requirements, modify Lump Sum contract amount

FROM The **OWNER** agrees to pay the **ENGINEER** a Fixed Lump Sum Payment of **\$ 84,500.00.**

TO The **OWNER** agrees to pay the **ENGINEER** a Fixed Lump Sum Payment of **\$ 89,500.00.**

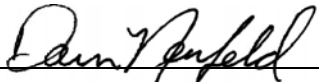
IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed on the date written above.

ENGINEER

OWNER

EVANS, BIERLY, HUTCHISON & ASSOCS.
CONSULTING ENGINEERS

CITY OF GOODLAND, KANSAS P.A.,

By: 

By: _____
Mayor

Attest: _____
City Clerk

Goodland Industrial Park Improvements 2023

Pay Estimate No. 1

30-Jul-24


Item	Description	Unit	Contract			Constructed		
			Unit Price	Quantity	Price	Since Last Pay Estimate	Quantity	Price
Base Bid								
1	Mobilization	LS	\$ 51,465.07	1	\$ 51,465.07	0.25	0.25	\$ 12,866.27
2	Common Excavation	CY	\$ 3.25	6,655	\$ 21,628.75		0	\$ -
3	Rock Excavation	CY	\$ 32.00	35	\$ 1,120.00		0	\$ -
4	Concrete Pavement (8")(AE)(NRDJ)	SY	\$ 83.00	9,823	\$ 815,309.00		0	\$ -
5	Concrete Pavement (8")(AE)	SY	\$ 80.00	139	\$ 11,120.00		0	\$ -
6	Curb & Gutter (AE)	LF	\$ 35.00	4,760	\$ 166,600.00		0	\$ -
7	Aggregate Base	SY	\$ 11.00	11,230	\$ 123,530.00		0	\$ -
8	Geosynthetic Reinforcement	SY	\$ 1.75	11,230	\$ 19,652.50		0	\$ -
9	Concrete Flume	EA	\$ 2,000.00	2	\$ 4,000.00		0	\$ -
10	Rip-Rap Slope Protection	SY	\$ 25.50	55	\$ 1,402.50		0	\$ -
11	Adjustment of Water Valve	EA	\$ 500.00	3	\$ 1,500.00		0	\$ -
12	20" Bio-Log Ditch Check	LF	\$ 12.50	45	\$ 562.50		0	\$ -
					\$ 1,217,890.32			\$ 12,866.27


Additive No. 1								
1	Mobilization	LS	\$ 4,100.00	1	\$ 4,100.00	0.25	0.25	\$ 1,025.00
2	Common Excavation	CY	\$ 3.75	6,500	\$ 24,375.00		0	\$ -
3	Compaction of Earthwork	CY	\$ 7.50	3,523	\$ 26,422.50		0	\$ -
4	Rip-Rap Slope Protection	SY	\$ 25.00	44	\$ 1,100.00		0	\$ -
5	Erosion Control Mat (Class 2)	SY	\$ 7.00	396	\$ 2,772.00		0	\$ -
6	Seeding	LS	\$ 3,700.00	1	\$ 3,700.00		0	\$ -
7	20" Bio-Log Ditch Check	LF	\$ 12.50	20	\$ 250.00		0	\$ -
					\$ 62,719.50			\$ 1,025.00

Additive No. 2								
1	Waterline Materials	LS	\$ 81,212.07	1	\$ 81,212.07	1	1	\$ 81,212.07
					\$ 81,212.07			\$ 81,212.07

Additive No. 3								
1	Mobilization	LS	\$ 6,000.00	1	\$ 6,000.00	0.50	0.50	\$ 3,000.00
2	Sanitary Sewer Connection	EA	\$ 1,000.00	2	\$ 2,000.00	1	1	\$ 1,000.00
3	8" SDR26 Sanitary Sewer Pipe	LF	\$ 37.00	3,581	\$ 132,497.00	1196	1196	\$ 44,252.00
4	Standard Manhole (0-6') w/ Std Ring & Cover	EA	\$ 7,000.00	13	\$ 91,000.00	1	1	\$ 7,000.00
5	Manhole (Extra Depth)	LF	\$ 250.00	21	\$ 5,250.00	1.5	1.5	\$ 375.00
					\$ 236,747.00			\$ 55,627.00
Contract Total					\$ 1,598,568.89	Constructed Total		\$ 150,730.34

	TOTAL	USED	
Stored Material	\$110,555.43	0%	\$ 110,555.43
Total Due Contractor from Construction			\$ 150,730.34
Retainage (10%) (constructed work only, not on stored materials or waterline materials)			\$ 6,951.83
Previously Paid			\$ -
Amount Due This Pay Estimate			\$ 254,333.94

 7-31-2024
EBH Engineering Date

 7-31-2024
Miller Construction Services Date

City of Goodland Date



AGENDA ITEM #
CITY COMMISSION COMMUNICATION FORM

FROM: Dustin Bedore, Director of Public Power

DATE: August 2, 2024

ITEM: Purchase of Utility Poles

NEXT STEP:

ORDINANCE
 MOTION
 INFORMATION

-
- I. **REQUEST OR ISSUE:** Purchase 35' & 40' wood utility poles. With the amount of pole changeouts we have done this spring/summer our current stock is getting low.
- II. **RECOMMENDED ACTION / NEXT STEP:** I recommend that we accept the low bid from Bridgewell Resources in the amount of \$42,856.00
- III. **FISCAL IMPACTS:** This purchase will come from the Electric Distribution Construction Material and Supply line item 15-42-3050
- IV. **BACKGROUND INFORMATION:** We have been on a pole replacement program in the older alleys in town, for the last several years, along with Feeder and Loop poles. This purchase would replace poles used during the last spring and summer. I contacted 3 vendors, and all three returned quotes. The quotes were from Bridgewell Resources totaling \$42,856, Thomasson Company totaling \$44,192, and Koppers totaling \$45,055.



AGENDA ITEM #
CITY COMMISSION COMMUNICATION FORM

FROM: Kent Brown, City Manager

DATE: 8/5/2024

ITEM: Low income utility rates – electric and water

NEXT STEP: Commission discussion

ORDINANCE
 MOTION
 INFORMATION

I. REQUEST OR ISSUE: Request by Mayor Thompson to review low income utility rates.

II. RECOMMENDED ACTION / NEXT STEP:
Commission discussion.

III. BACKGROUND INFORMATION: Current code is located in Section 17-401 to 17-403. It is included here for your review.

- **ARTICLE IV. - LOW INCOME HOUSEHOLDS**

- **Sec. 17-401. - Low income electric utility rate.**

Any household whose total annual income is \$18,000.00 or less shall be eligible for a monthly low-income electric rate which shall be charged as follows:

- 1) Energy charge: \$0.110 per KWH.
- 2) Customer charge: None.

(Ord. No. [1671](#), 4-6-15)

- **Sec. 17-402. - Low income water utility.**

Any household whose total annual income is \$18,000.00 or less shall be eligible for a monthly low income water rate. The monthly low income water utility rate shall be 15 percent lower than the monthly water rates currently set out in the Code of the City of Goodland, Kansas. There shall be no meter charge for low income customers.

(Ord. No. [1671](#), 4-6-15)

- **Sec. 17-403. - Application.**

Any member of a household which qualifies hereunder may make an application with the city clerk to be approved for low income electric and water rates. Said application shall be on a form prepared by the city clerk and the city clerk shall be authorized to solicit such information on said form as may be necessary to properly evaluate said application. The annual gross income is defined to mean the full 12 calendar months immediately prior to the filing of an application with the city clerk. Said application form shall contain an authorization, to be signed by said applicant, authorizing the city clerk to verify the information set forth in said application. Said application shall be duly subscribed and sworn to by the applicant.

Upon receipt of an application, the city clerk shall have 15 days in which to approve or disapprove an application. In the event of a disagreement between the applicant and the city clerk, the applicant shall be entitled to appeal the decision of the city clerk to the city manager, then to the city commission, which shall make a final determination upon said application.

Approval of an application shall be for a 12-month period. However, if during said 12-month period the total annual gross income from all members of a household shall exceed the sum of \$18,000.00, it shall be the applicant's responsibility to so notify the city clerk so that said household will revert to the regular electrical and water rates. At the end of the 12-month period after approval of an application, said approval shall automatically terminate, unless the applicant shall, at least 15 days prior to the end of said 12-month period, file an application for an additional 12-month period of reduced electrical and water rates, as provided herein. Upon receipt of a reapplication, the city clerk shall have 15 days in which to approve or disapprove such reapplication.

(Ord. No. [1671](#), 4-6-15)

IV. SUMMARY AND ALTERNATIVES:

Commission may take one of the following actions:

1. Direct staff to make no changes and keep city code as it is currently written.
2. Direct staff to present options to change the ordinance for discussion at the next commission meeting.
3. Direct staff to draft an ordinance for consideration at the next commission meeting.
3. Direct staff to pursue an alternative approach.

City of Goodland
Month-end Fund Balance
July 2024

Fund No.	Fund	Beginning Balance	Deposits	Disbursements	Ending Balance	Investments	Total
02	Sales Tax Imp Project	0.00	-	-	0.00	-	0.00
03	Museum Endowment	7,535.65	11,431.58	(12,000.00)	6,967.23	75,010.03	81,977.26
04	Street & Proj Improvement	610,208.00	701.48	(2,201.48)	608,708.00	-	608,708.00
05	Cemetery Improvement	48,191.88	85,157.51	(83,159.00)	50,190.39	227,703.73	277,894.12
06	Special Highway	25,180.53	34,440.81	(2,500.00)	57,121.34	108,800.00	165,921.34
07	Self Insurance	120,043.45	175,455.62	(193,791.46)	101,707.61	390,500.00	492,207.61
09	Airport Fund	118,625.53	124,413.87	(101,000.00)	142,039.40	266,000.00	408,039.40
11	General	724,430.03	237,367.82	(267,978.76)	693,819.09	150,000.00	843,819.09
12	Bond and Interest	142,793.95	36,389.70	-	179,183.65	86,700.00	265,883.65
13	Library	-	-	-	-	-	-
14	Sales Tax	281.41	21,416.72	(21,397.40)	300.73	-	300.73
15	Electric Utility	850,904.41	676,769.13	(696,044.02)	831,629.52	325,000.00	1,156,629.52
18	Municipal Court Diversion Fees	4,552.52	1,121.46	(1,000.00)	4,673.98	7,500.00	12,173.98
19	Law Enforcement Trust	37,609.13	20,294.19	(20,000.00)	37,903.32	28,300.00	66,203.32
20	Electric Meter Deposit	26,792.43	41,350.00	(35,601.35)	32,541.08	125,500.00	158,041.08
21	Water Utility	(66,064.64)	283,393.24	(39,839.73)	177,488.87	256,000.00	433,488.87
22	Water Service Deposit	50,593.43	5,387.57	(3,875.10)	52,105.90	41,500.00	93,605.90
23	Sewer Utility	50,653.77	102,633.45	(20,577.69)	132,709.53	60,000.00	192,709.53
25	Vehicle Inspections (VIN)	11,104.75	11,204.60	(11,000.00)	11,309.35	25,500.00	36,809.35
26	Special Park & Recreation	3,325.02	2,000.00	(2,000.00)	3,325.02	2,000.00	5,325.02
27	Grant Improvement Reserve Fund	14,521.95	29,316.21	(30,000.00)	13,838.16	61,300.00	75,138.16
28	CID Projects	12,970.14	14,719.72	(12,970.14)	14,719.72	-	14,719.72
29	Fire Equipment	-	-	-	-	-	-
30	Health and Sanitation	29,119.90	80,081.72	(76,244.00)	32,957.62	30,000.00	62,957.62
31	Airport Improvement	(30,833.34)	-	-	(30,833.34)	-	(30,833.34)
32	Electric Reserve	158,945.67	206,921.63	(205,000.00)	160,867.30	433,000.00	593,867.30
33	Water Reserve	193,440.38	48,970.94	(49,000.00)	193,411.32	108,500.00	301,911.32
34	CDBG Grant	0.00	-	-	0.00	-	0.00
35	ARPA Project	205,040.45	525.50	(701.48)	204,864.47	15,000.00	219,864.47
36	M.E.R.F	1,196,987.15	193,249.71	(175,011.42)	1,215,225.44	1,700,000.00	2,915,225.44
37	Sewer Reserve	75,636.78	54,714.85	(130,000.00)	351.63	222,000.00	222,351.63
38	Capital Improvement Reserve Fund	3,453,333.82	366,478.63	(522,327.87)	3,297,484.58	2,741,700.00	6,039,184.58
39	Efficiency KS Project	0.92	137.36	(137.13)	1.15	-	1.15
40	Insurance Proceeds Fund	5,680.80	14.71	-	5,695.51	-	5,695.51
45	Employee Benefits	363,484.98	670.81	(81,294.68)	282,861.11	75,000.00	357,861.11
46	Library Employee Benefits	-	-	-	-	-	-
48	State Water Plan	5,849.78	1,059.36	(2,050.80)	4,858.34	-	4,858.34
TOTAL		8,450,940.63	2,867,789.90	(2,798,703.51)	8,520,027.02	7,562,513.76	16,082,540.78
FNB Bank		-	-	-	-	3,638,000.00	3,638,000.00
BANKWEST		8,448,940.63	2,824,398.34	(2,755,311.95)	8,518,027.02	35,003.73	8,553,030.75
Western State Bank		-	-	-	-	3,843,500.00	3,843,500.00
Ameriprise Ent. Inv. Services		-	-	-	-	46,010.03	46,010.03
Petty Cash		2,000.00	-	-	2,000.00	-	2,000.00
TOTAL		8,450,940.63	2,824,398.34	(2,755,311.95)	8,520,027.02	7,562,513.76	16,082,540.78

Operations Office
512 SE 25th Ave.
Pratt, KS 67124-8174



Phone: (620) 672-5911
Fax: (620) 672-6020
www.ksoutdoors.com

Christopher Kennedy, Secretary

Laura Kelly, Governor

July 19, 2024

NW Kansas Tech. College
c/o Ben Schears
1209 Harrison Avenue
Goodland, KS 67735

Dear Mr. Schears,

We have completed the review process for the selection of the 2023 Recreational Trails Program grant applications. After the projects were scored by the Recreation Trails Advisory Board, we selected our recommendations for funding. **Your Topside Trail Lighting Improvements project was selected to receive funding in the amount of \$145,605.35.** Congratulations on the selection. Attached you will find the revised budget which reflects the approved line items that may be counted towards reimbursement and/or match.

Do not begin work yet. We have sent your grant off for SHPO and Environmental Review. Once these are approved, we will send out the project agreement to be signed. **Only costs incurred after you have a fully executed project agreement in hand may be counted towards your grant.** In the meantime, I have enclosed a sheet with helpful links for guidance in completing your project. While not specific to the RTP program the Federal-aid Essentials for Local public Agencies webpage has a wealth of information for Federal Aid programs including a video library on many topics relevant to the RTP program.

Thank you for your patience as we work through this process. We look forward to working with you toward improving access to trails for all Kansans.

Sincerely,

A handwritten signature in cursive script that reads "Cherie Riffey".

Cherie Riffey
Recreational Trails Grant Coordinator
Kansas State Parks