



CITY COMMISSION AGENDA

MONDAY, FEBRUARY 3, 2020

204 W. 11TH – 5:00 P.M.

JOHN GARCIA – MAYOR
AARON THOMPSON – VICE MAYOR
JAY DEE BRUMBAUGH – COMMISSIONER
JJ HOWARD – COMMISSIONER
GARY FARRIS – COMMISSIONER

1. CALL TO ORDER

- A. Roll Call
- B. Pledge of Allegiance

2. PUBLIC COMMENT

3. CONSENT AGENDA

- A. 01-21-20 Commission Meeting Minutes
- B. 01-27-20 Special Commission Meeting Minutes
- C. Appropriation Ordinances 2020-03; 2020-03A; 2020-P03
- D. Appointment of Jackie Elliott to the Cemetery Advisory Board
- E. Appointment of Ben Schears to the Housing Authority Board
- F. Appointment of Andrew Finzen to the KMEA Board of Directors

4. ORDINANCES AND RESOLUTIONS

- A. Resolution 1560: Cemetery Caretaker Contract
- B. Resolution 1561: Designating Depositories 2020
- C. Resolution 1562: GAAP Waiver 2020

5. FORMAL ACTIONS

- A. Web Hosting Agreement with Sherman County
- B. Purchase Approval: Media Replacement for Water Treatment Facility

6. DISCUSSION

- A. City Commissioner Representatives for Health Insurance

7. REPORTS

- A. City Manager
- B. City Commissioners
- C. Mayor

8. EXECUTIVE SESSION

- A. Under the authority of KSA 75-4319 (b)(1) for personnel matters for nonelected personnel.
- B. Action from Executive Session, if any.

9. ADJOURNMENT

- A. Next Regular Meeting: February 18, 2020

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 ST.
PO BOX 59
GOODLAND, KANSAS 67735

MEMORANDUM

TO: Mayor Garcia and City Commissioners
FROM: Andrew Finzen, City Manager
DATE: February 3, 2020
SUBJECT: Agenda Report

Consent Agenda:

In addition to the standard previous meeting minutes and appropriation ordinances, this Consent Agenda includes the minutes of the Special Meeting held on January 27 and three board appointments: Jackie Elliott to the Cemetery Board for a three-year term, Ben Schears to the Housing Authority Board for a four-year term, and Andrew Finzen to the KMEA Board of Directors for a two-year term. All board appointments were reviewed by the City Commission at the January 21 meeting and no objection to appointment was heard at that time.

RECOMMENDED MOTION: I move that we approve Consent Agenda items A through F.

Ordinances and Resolutions:

A. Resolution 1560: Cemetery Caretaker Contract

Resolution 1560 pertains to the renewal of the City's Cemetery Maintenance Services Agreement with Joni Guyer, which is up for renewal at the end of February. Commissioners discussed the upcoming renewal at the January 21 meeting and sounded in favor of renewing the contract with Joni. In addition to renewing the service agreement, this Resolution will increase Joni's compensation to \$44,500, a \$3,000 increase from the current \$41,500. Joni has done a great job maintaining the Goodland Cemetery and staff recommends approval of the resolution.

RECOMMEND MOTION: I move that we approve Resolution 1560.

B. Resolution 1561: Designating Depositories 2020

This is an annual Resolution approved by the City Commission to designate bank depositories of City funds as BANKWEST, Peoples State Bank, FNB Bank, Western State Bank and Destination Institutions using ICS. Staff recommends approval of the resolution.

RECOMMENDED MOTION: I move that we approve Resolution 1561.

C. Resolution 1562: GAAP Waiver 2020

This is a yearly Resolution that cities must pass to exempt ourselves from the generally accepted accounting principles (GAAP). This allows us to work under the cash basis law and report accordingly. Staff recommends approval of the resolution.

RECOMMENDED MOTION: I move that we approve Resolution 1562.

Formal Actions:

A. Web Hosting Agreement with Sherman County

Jake has reviewed and approved the Web Hosting Agreement which was presented at the January 21 meeting. I have provided a copy of the final agreement to the County Commissioners and attended their January 31 meeting. Staff recommends approval of the agreement.

RECOMMENDED MOTION: I move that we approve the Web Hosting Agreement with Sherman County.

B. Purchase Approval: Media Replacement for Water Treatment Facility

Included in your Agenda Packet is a quote from Layne Christensen Company for media replacement at the City Water Treatment Plant. A presentation on this agenda item is included in your Agenda Packet. Rich and Neal will be in attendance Staff recommends purchase approval be given for this media replacement.

RECOMMENDED MOTION: I move that we approve the purchase of media replacement for the Water Treatment Plant in the amount of \$104,730 with Layne Christensen Company.

Discussion:

A. City Commissioner Representatives for Health Insurance

The City's employee health insurance plan has been given significant focus by City Commissioners over the last few years, and each time it is discussed there is an apparent disconnect between the information Commissioners are wanting to see presented and what they are being provided. To remedy this, I would like to see the Commission get more involved in the health insurance meetings that we have throughout the year with our consultant, City staff, Blue Cross, etc. If the Commission agrees that this is a priority, I would like to see at least one – but preferably two – Commissioners who can serve as “representatives” on the topic of health insurance and help us bridge this gap.

Reports:

A. City Manager

- | | |
|--------------------------------------|-----------------------------------|
| ➤ Topside Trail update | ➤ Fire Department merger question |
| ➤ FEMA floodplain findings | ➤ KAIP grant: \$310,612 |
| ➤ Future annexation of City property | |

Executive Session:

RECOMMENDED MOTION: I move that we go into executive session pursuant to K.S.A. 75-4319(b)(1) to discuss personnel matters for nonelected personnel. The open meeting will resume in the City Commission room in _____ minutes and I request that the City Commission remain for the closed session.

GOODLAND CITY COMMISSION
Regular Meeting

January 21, 2020

5:00 P.M.

Mayor John Garcia called the meeting to order with Vice-Mayor Aaron Thompson, Commissioner Jay Dee Brumbaugh, Commissioner J. J. Howard and Commissioner Gary Farris responding to roll call.

Also present were Rich Simon – Director of Public Works, Dustin Bedore – Director of Electric Utilities, Joni Showalter-Police Chief, Dakota Roubideaux – Code Enforcement, Joshua Jordan – IT Director, Sami Philbrick – Museum Director, Jake Kling – City Attorney, Mary Volk - City Clerk, and Andrew Finzen - City Manager.

Mayor Garcia led Pledge of Allegiance

PUBLIC COMMENT

PRESENTATIONS & PROCLAMATIONS

- A. Recognition of Past Commissioner: Annette Fairbanks** – Andrew stated, Annette was unable to attend transition meeting so I invited her to this meeting for final comments. Annette stated, being a Commissioner for fourteen years I have been asked if I enjoyed the experience. It was extremely educational, sometimes frustrating but most of all rewarding. I have lived in Goodland for forty years, raised our children in this community but fourteen years is enough. The advice I would give all of you, when you to vote on an issue, vote for what is in the best interest of City and community not because you like it. You set policy and make rules but Andrew, department heads and staff that make things happen for you and implement policies. Mayor Garcia presented a plaque to Annette recognizing her for her years of service. John stated, on behalf of the City, we have worked together many years, may not have always agreed but walked away friends. I appreciate your hard work and dedication.
- B. Open Meetings Act Training: Jake Kling, City Attorney** – Jake stated, welcome to the new commissioners, it is important to understand rules that go with your elected position. Jake explained his job as the City Attorney. Larger Cities have multiple attorneys for different functions. The civil realm involves contracts, employment, selling or leasing. What it takes to make a law and to stay within constitutional bounds of your position in local government. In the criminal realm, we hold City court twice a month for citations issued within city limits, I am the prosecutor for the City. I represent the City; it does not matter who is in the commission chairs. If one of you does something on your own, that is on you. I cannot defend you for that. You received a Kansas Open Meetings Act (KOMA) guideline that you need to refer to often. As an elected official, you are subject to KOMA, along with all committees and boards under the Commission. The act is triggered by a gathering of any means: email, phone, text or meeting, of a majority of the members for the purpose to discuss business of the board. It does not require an action take place. If one of you emails the other Commissioners, you probably need to leave it that we will talk about it at the meeting to avoid problems. KOMA ensures constituents know what is going on. Any notice of a special meeting needs to be given in a reasonable amount of time if the meeting is not within normal meeting time. Agenda and minutes are not needed but if they are done, they must be made public. Executive sessions are the only time you can close the doors to discuss specific topics outlined in statute. The motion has to have justification of session, subject of discussion and time and place of meeting. You cannot do everything under non-elected personnel. As long as you abide by rules of statute and legal counsel, you cannot be sued. However, if you decide to act on your own, you will be on your own and a complaint can be filed against you with fines up to \$500 per incident. You are elected for a reason, you just need to follow the rules. I would rather you ask questions if you are in doubt. Mayor Garcia stated, no formal votes can take place in executive session. Jake stated, correct, people have to know how you vote so all votes must be in open meeting. There will be times in executive session when you question whether you can do something, so I give you a memo, but the information does not leave executive session or it becomes an open record. Mayor Garcia stated, if you have questions or concerns, Jake works for the commission and will visit with you.

CONSENT AGENDA

A. 01/06/20 Commission Meeting Minutes

B. Appropriation Ordinances: 2020-02, 2020-02A, and 2020-P02

ON A MOTION by Commissioner Brumbaugh to approve Consent Agenda **seconded** by Commissioner Howard. **MOTION carried on a VOTE of 5-0.**

RESOLUTION

- A. Resolution 1559: Abatement of 1101 Walnut Avenue** – Andrew stated, resolution is for the abatement of nuisance at 1101 Walnut. Dakota stated, this has been a big issue for many citizens. Owners are deceased and property is not formally turned over to heirs so cannot pursue them for nuisance in court. We need to publish notice in paper to serve notice and abate nuisance. Mayor Garcia asked, how long have owners been deceased? Dakota stated, 2017 and utilities were also shut off for non-pay in 2017. Vice-Mayor Thompson stated, the stuff was left on property early December. We know who dumped it there, but do not have proof. There has been power on in the house, but no utilities are connected to property. Dakota stated, that is a separate issue that is being dealt with. Jason Erhart, Police Officer stated, I spoke with individual we believe left stuff in yard and he admitted it. Joni stated, there are some updates on property that will be passed on to City Manager. Andrew stated, property is in name of John and Ina Pharr, deceased and have to provide notice to property owner to provide due process. The alternative method is for resolution to be published in paper for two consecutive weeks which fulfills notice and permit us to abate nuisance. I felt it was important to get issue on agenda to get publications done and be able to proceed. Vice-Mayor Thompson asked, the resolution is only to clean up stuff on property? Dakota stated, correct to bring property to code. Vice-Mayor Thompson asked, with property owners being deceased, what happens to property in future? Andrew stated, the last taxes were paid in 2016 so it is not on upcoming tax sale but will be in future. Costs to abate nuisance will be assessed to tax role. We may recoup through payment of taxes, unfortunately usually never recoup costs and property goes to tax sale. Commissioner Brumbaugh stated, that is a concern we continue to have because property continues to deteriorate until a tax sale is held. County says a tax sale is expensive to hold. **ON A MOTION** by Commissioner Brumbaugh to approve Resolution 1559: Abatement of 1101 Walnut Avenue **seconded** by Vice-Mayor Thompson. **MOTION carried on a VOTE of 5-0.**

FORMAL ACTIONS

- A. Scheduling a Special Meeting for Commission Goal-Setting** - Andrew stated, last meeting we discussed scheduling a special meeting to discuss goals of the commission. Consensus of Commission is to schedule special meeting Monday January 27th at 5 p.m. in Commission room.

DISCUSSION ITEMS

- A. Museum Renovation Plan** – Sami stated, Jerry Nemecek and Heather Evert are present from Museum Board. The board completed a strategic plan for the museum and would like to renovate front entrance of museum to make it more appealing. We have issues with front wall. There is daylight showing under doors, the wall lets in water and dirt and the interior boards are warped. We would also like to fix tile and lighting in front entrance. The countertop needs updated and flooring is starting to bubble. It is not a professional look. Our solution is to renovate the front wall with UV protected glass to help with weather protection. The plan is to include a second set of doors to help with weather protection, then wrap glass with photographs from our collections. We feel this will clean up entry and make it attractive for visitors, yet we can see outside. We will fund the project using match day funds, our fund raiser on March 28th and grants. Any money needed to complete project will come from our Endowment Fund. The fund consists of the Max Alderman memorial, miscellaneous memorial donations and visitor donations. We feel this goes in line with the memorials. Project requires a temporary wall to block off rest of museum while the entrance is being complete. Estimated project costs are \$70,000. The Endowment Fund

MINUTES

Goodland City Commission

January 21, 2020

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balance is approximately \$115,000. Vice-Mayor Thompson stated, this will be a great improvement to the entrance. Commissioner Howard stated, putting stuff on the inside of glass will build pressure inside and glass would crack. Andrew stated, if anyone has direction, next step is for museum to hold fund raiser and apply for grants, then bring expenditure back for approval. Sami and the Board welcome input from commission, they have worked hard for a year to get to this point. Mayor Garcia asked, who is your contractor? Sami stated, Steve Roberts who completed the Library renovation and worked on the school remodel. Commissioner Brumbaugh stated, I appreciate the work you have done on the project.

- B. Web Hosting Agreement with Sherman County** - Josh stated, Eric Albright and I work together well. I have been running City website for number of years. The County is having issues with emails from State agencies getting kicked back because they are on a shared host. In discussions with Eric, he has asked if I would be able to host the website for County. They would have a separate server on our network, with proper security in place. Andrew stated, Eric met with County and they are in favor of City web hosting. They have agreed to a price of \$1,100 first year then \$600 for subsequent years. I would like Legal Counsel and the Commission to review agreement to move to next step. The funds would go toward funding IT costs. Eric and Josh work together very well. Mayor Garcia stated, anything we can do to enhance relationship with County we need to do. Do you have an idea how much time will be dedicated to providing service? Josh stated, the initial setup of server is minimal. I have three hours in it now and going forward it will just be helping Eric trouble shoot. I have been web hosting for years, but I am pretty much done with my work at this point. Any other costs would be electrical but we have server running now. Mayor Garcia asked, how did you come up with cost? Josh stated, we looked at what competitors in field would charge for same service. Commissioner Brumbaugh stated, it is great to generate revenue off your skills. Vice-Mayor Thompson asked, if information got lost what is City liability? Josh stated, agreement says we are not liable for backing up their data, it is their responsibility. I backup everything, but ultimately, we have no liability.
- C. Cemetery Caretaker Contract** - Andrew stated, contract for caretaker services has been in place since March 2018, with two year contract and two year renewal option. In December cemetery board discussed renewal. They recommend renewing contract with a \$3,000 increase to \$44,500 annually. Previous services at cemetery cost \$45,462.15 when contract was rebid so cost is still cheaper than two years ago. In the budget process, we discussed and built \$3,000 increase into the budget. Commissioner Brumbaugh stated, I fully support it, we are on the right track and it is looking good at the cemetery.
- D. Review of Board Applicants** – Andrew stated, City has several advisory boards and commissions where members serve three year terms. Jackie Elliott is seeking reappointment on the Cemetery Board. In addition, Ben Schears is seeking appointment to Housing Authority Board. The Library and Housing Authority Boards are two boards where the City does not have authority over members appointed. The appointments are at the recommendation of the Directors. Shelia Barnett, Director of Housing Authority recommends the appointment of Ben for a four year term. Lastly, my appointment on KMEA Board of Director's expires April 2020 and I am asking the Commission to reappoint me on the Board.

REPORTS

- A. City Manager - 1.** Match day funds received by the City were the Museum in the amount of \$2,671.50, Topside Trail \$1,130.25 and Main Street Flowers \$2,603. **2.** Free dog tag day was January 15th and we issued 495 tags. **3.** New audio equipment is installed for meetings. There are speakers set up so commission can be heard and a speaker in hall to help if overflow. In executive sessions, you need to make sure the microphones are off. Mayor Garcia asked, in future will we utilize equipment to go live with meetings? Andrew stated, that is direction heading but first step is to ensure we have clear audio. Vice-Mayor Thompson asked, on the Master Plan, can that file go on a USB drive if we want a copy? Andrew stated, yes I believe so, they are currently compressing the file. We did have archeologist onsite last week and they did not find anything.

B. Chief of Police – Joni stated, 2018 statistics are available if you would like information, I will go over 2019. For calls for service, we had a high of 938 during the month of May. This includes only the calls that went through dispatch center. In 2020 we have 315 calls to date. We had 1,275 cases in 2019 which is higher than 2018 because we started to pull case numbers for citations. We will not have good statistics for five years. To date in 2020 we have 59 case numbers pulled, which is low but all calls for service require officer contact but may not need a case number. We had 603 citations and approximately 100 warnings in 2019. We appreciate the alarm ordinance as we have had a 51% decrease in false alarm calls. Upcoming we are hosting tactical training with KLETC which allows us to have two to three officers attend at no cost. In addition, we have the cost savings of our officers attending without paying for food and lodging. This month we are hosting department training for Taser recertification this month. In March we have opportunity to bring in basic investigation training course which is \$500 per person for the class. We have officers able to attend free. In April we are hosting field officer training course. Officer Tim Wright is attending the academy until April. I am continuing to work on policy manual and procedures which are about 75 % complete. We recently completed the Drive Safe event with FCCLA which was fun and we are a sponsor for SAFE program coordinated with JR Commission. Commissioner Brumbaugh stated, it is nice to hear the alarm ordinance is working.

C. City Commissioners

Vice-Mayor Thompson – 1. Thank you for your support in my recent surgery.

Commissioner Brumbaugh – 1. No Report.

Commissioner Howard - 1. They started work on Topside Trail project. They have had a problem with the wind, but working with it.

Commissioner Farris – 1. I am concerned with 17th street and elevator traffic; it is falling apart. Andrew stated, we have discussed street and agree it will need to be addressed in near future.

D. Mayor – 1. Would like to thank Annette for service to the City and the employees for all you do.

EXECUTIVE SESSION

A. Under the authority of KSA 75-4319(b)(1) for personnel matters for nonelected personnel - Mayor Garcia made a motion at 6:22 p.m. to recess into executive session under authority of K.S.A.75-4319 (b)(1) for personnel matters for nonelected personnel not to exceed fifteen minutes. I request only the Commission be present. Commissioner Brumbaugh seconded the motion. **MOTION carried by a VOTE of 5-0. Meeting resumed at 6:37 p.m.**

ADJOURNMENT WAS HAD ON A MOTION Commissioner Brumbaugh **seconded by** Vice-Mayor Thompson. **Motion carried by unanimous VOTE, meeting adjourned at 6:38 p.m.** Next special meeting is scheduled for Monday January 27th and regular meeting is February 3rd.

ATTEST:

John Garcia, Mayor

Mary P. Volk, City Clerk

GOODLAND CITY COMMISSION
Special Commission Meeting

January 27, 2020

5:00 P.M.

Mayor John Garcia called the meeting to order with Vice-Mayor Aaron Thompson, Commissioner Jay Dee Brumbaugh, Commissioner J. J. Howard and Commissioner Gary Farris responding to roll call.

Also present from the City were Rich Simon – Public Works Superintendent, Mary Volk - City Clerk, and Andrew Finzen - City Manager.

Mayor Garcia led Pledge of Allegiance

DISCUSSION

- A. Goal-Setting and Commission Priorities** – Andrew stated, this is an opportunity as a Commission to discuss goals and priorities. Everyone will not be on same page but need to discuss items the Commission would like to address. I feel it is important to try to boil down to three main goals as there is only so much time to work on priorities. The goals need to be focused and efficient. As a reminder, we are the City and only a piece of the puzzle, not the entire pie. There will be some issues the City cannot resolve alone or at all. Please realize this is a first step, we will not solve all the problems tonight. The Commission discussed priorities and goals they would like to focus on in the future. The priorities are defined as: **1.** Using a balanced approach, address blight in the community by both incentivizing residents to rehabilitate homes in need and utilize the unfit structure process to address dangerous and hazardous properties. **2.** Work with other organizations in our community to share resources and costs; consider consolidating services when there is a clear benefit. **3.** Promote sustainable economic growth by providing high-quality infrastructure, addressing housing needs, and evaluating City building codes and licensing processes.

ADJOURNMENT WAS HAD ON A MOTION Vice-Mayor Thompson **seconded by** Commissioner Brumbaugh. **Motion carried by unanimous VOTE, meeting Adjourned at 7:00 p.m.**

ATTEST:

John Garcia, Mayor

Mary P. Volk, City Clerk

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

		2871	AMERICAN	FAMILY LIFE						
PR20200117	1	1/17/20		AFLAC CANCER		11-00-0012	N	107.10	3045026	1/24/20 E
PR20200117	2	1/17/20		AFLAC CANCER		15-00-0012	N	16.02	3045026	1/24/20 E
PR20200117	3	1/17/20		AFLAC ACCIDENT		11-00-0012	N	171.66	3045026	1/24/20 E
PR20200117	4	1/17/20		AFLAC ACCIDENT		15-00-0012	N	115.44	3045026	1/24/20 E
PR20200117	5	1/17/20		AFLAC ACCIDENT		23-00-0012	N	14.28	3045026	1/24/20 E
PR20200117	6	1/17/20		AFLAC ST DISB		11-00-0012	N	112.14	3045026	1/24/20 E
PR20200117	7	1/17/20		AFLAC ST DISB		15-00-0012	N	60.84	3045026	1/24/20 E
PR20200117	8	1/17/20		AFLAC ST DISB		23-00-0012	N	17.82	3045026	1/24/20 E
PR20200117	9	1/17/20		AFLAC LIFE RIDR		11-00-0012	N	1.98	3045026	1/24/20 E
PR20200117	10	1/17/20		AFLAC LIFE RIDR		15-00-0012	N	3.12	3045026	1/24/20 E
PR20200117	11	1/17/20		AFLAC LIFE		11-00-0012	N	32.51	3045026	1/24/20 E
PR20200117	12	1/17/20		SPEC HLTH EVENT		11-00-0012	N	59.28	3045026	1/24/20 E
PR20200117	13	1/17/20		AFLAC HOSP CONF		11-00-0012	N	53.26	3045026	1/24/20 E
PR20200117	14	1/17/20		AFLAC HOSP CONF		21-00-0012	N	26.28	3045026	1/24/20 E

AMERICAN FAMILY LIFE								791.73		
		1389	AMERICAN	FID						
PR20200117	1	1/17/20		AF CANCER AT		11-00-0012	N	39.18	3045023	1/24/20 E
PR20200117	2	1/17/20		AF CANCER AT		15-00-0012	N	18.20	3045023	1/24/20 E
PR20200117	3	1/17/20		AF CANCER AT		21-00-0012	N	11.17	3045023	1/24/20 E
PR20200117	4	1/17/20		AMER FID CANCER		11-00-0012	N	251.92	3045023	1/24/20 E
PR20200117	5	1/17/20		AMER FID CANCER		15-00-0012	N	152.50	3045023	1/24/20 E
PR20200117	6	1/17/20		AMER FID CANCER		21-00-0012	N	36.02	3045023	1/24/20 E
PR20200117	7	1/17/20		AMER FID LIFE		11-00-0012	N	170.03	3045023	1/24/20 E
PR20200117	8	1/17/20		AMER FID LIFE		15-00-0012	N	336.65	3045023	1/24/20 E
PR20200117	9	1/17/20		AMER FID LIFE		21-00-0012	N	110.88	3045023	1/24/20 E
PR20200117	10	1/17/20		AMER FID LIFE		23-00-0012	N	80.25	3045023	1/24/20 E
PR20200117	11	1/17/20		AM FID ACCIDENT		11-00-0012	N	62.25	3045023	1/24/20 E
PR20200117	12	1/17/20		AM FID ACCIDENT		15-00-0012	N	117.20	3045023	1/24/20 E
PR20200117	13	1/17/20		AM FID ACCIDENT		21-00-0012	N	39.90	3045023	1/24/20 E
PR20200117	14	1/17/20		AM FD DISABILTY		11-00-0012	N	24.54	3045023	1/24/20 E
PR20200117	15	1/17/20		AM FD DISABILTY		21-00-0012	N	9.24	3045023	1/24/20 E
PR20200117	16	1/17/20		AF CRITICAL CR		11-00-0012	N	9.37	3045023	1/24/20 E
PR20200117	17	1/17/20		AF CRITICAL CR		15-00-0012	N	9.74	3045023	1/24/20 E

AMERICAN FID								1479.04		
		1390	AMERICAN	FIDELITY						
PR20200117	1	1/17/20		AF MED REIMBURS		11-00-0012	N	391.67	3045024	1/24/20 E
PR20200117	2	1/17/20		AF MED REIMBURS		15-00-0012	N	298.33	3045024	1/24/20 E
PR20200117	3	1/17/20		AF MED REIMBURS		21-00-0012	N	55.41	3045024	1/24/20 E
PR20200117	4	1/17/20		AF MED REIMBURS		23-00-0012	N	25.00	3045024	1/24/20 E

AMERICAN FIDELITY								770.41		
		561	BANKWEST							
GEN20-51	1	2/03/20		524 E HWY 24/LEASE BLDG		11-21-4050		232.57	61429	2/03/20

BANKWEST								232.57		
		374	BLACK HILLS	ENERGY						
GEN20-43	1	1/22/20		GAS SERVICE/ARMORY		11-00-0006		601.32	61430	2/03/20

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

GEN20-48	1	1/20/20		374 BLACK HILLS ENERGY GAS SERVICE/CEMETERY		11-00-0006		175.17	61430	2/03/20

BLACK HILLS ENERGY								776.49		
2020-001566	1	1/10/20	18349	2828 BRITTNEY'S PHOTOGRAPHY POLICE DEPT PHOTO/FRAME		11-03-3120		205.86	61431	2/03/20

BRITTNEY'S PHOTOGRAPHY								205.86		
1331 CASHIER'S CHECK										
GEN20-37	1	1/23/20		FNB INVEST		03-00-0003		5000.00	61428	1/23/20
GEN20-37	2	1/23/20		FNB INVEST		05-00-0003		75000.00	61428	1/23/20
GEN20-37	3	1/23/20		FNB INVEST		06-00-0003		46000.00	61428	1/23/20
GEN20-37	4	1/23/20		FNB INVEST		07-00-0003		75000.00	61428	1/23/20
GEN20-37	5	1/23/20		FNB INVEST		09-00-0003		90000.00	61428	1/23/20
GEN20-37	6	1/23/20		FNB INVEST		15-00-0003		50000.00	61428	1/23/20
GEN20-37	7	1/23/20		FNB INVEST		18-00-0003		3000.00	61428	1/23/20
GEN20-37	8	1/23/20		FNB INVEST		19-00-0003		5000.00	61428	1/23/20
GEN20-37	9	1/23/20		FNB INVEST		20-00-0003		32500.00	61428	1/23/20
GEN20-37	10	1/23/20		FNB INVEST		21-00-0003		165000.00	61428	1/23/20
GEN20-37	11	1/23/20		FNB INVEST		22-00-0003		2000.00	61428	1/23/20
GEN20-37	12	1/23/20		FNB INVEST		23-00-0003		24000.00	61428	1/23/20
GEN20-37	13	1/23/20		FNB INVEST		25-00-0003		5000.00	61428	1/23/20
GEN20-37	14	1/23/20		FNB INVEST		26-00-0003		13000.00	61428	1/23/20
GEN20-37	15	1/23/20		FNB INVEST		27-00-0003		7500.00	61428	1/23/20
GEN20-37	16	1/23/20		FNB INVEST		30-00-0003		35000.00	61428	1/23/20
GEN20-37	17	1/23/20		FNB INVEST		32-00-0003		175000.00	61428	1/23/20
GEN20-37	18	1/23/20		FNB INVEST		33-00-0003		43000.00	61428	1/23/20
GEN20-37	19	1/23/20		FNB INVEST		36-00-0003		265000.00	61428	1/23/20
GEN20-37	20	1/23/20		FNB INVEST		37-00-0003		5000.00	61428	1/23/20
GEN20-37	21	1/23/20		FNB INVEST		38-00-0003		454000.00	61428	1/23/20

CASHIER'S CHECK								1575000.00		
2185	1	1/21/20		552 CITY ATTORNEYS ASSOC. OF KLING/MEMBERSHIP DUES		11-02-2080		35.00	61432	2/03/20

CITY ATTORNEYS ASSOC. OF								35.00		
PR20200117	1	1/17/20		519 CITY OF GOODLAN TECHNOLOGY		11-00-0012	N	200.00	3045020	1/24/20 E

CITY OF GOODLAN								200.00		
29969	1	1/23/20		122 COMMERCIAL SIGN COMPANY I FIRE TRAINING SITE/SIGN		38-01-4010		230.00	61433	2/03/20

COMMERCIAL SIGN COMPANY I								230.00		
31518	1	12/30/19		891 DAN BRENNER FORD-MERCURY, BATTERY/UNIT #3		11-00-0006		10.00	61434	2/03/20

DAN BRENNER FORD-MERCURY,								10.00		

INVOICE NO	LN	DATE	PO NO	REFERENCE	CD	GL ACCOUNT	1099	NET	CHECK	PD DATE
726031	1	1/16/20	1867 DEMARS	PENSION CONSULTING FIXED PARTICIPANT FEE		11-02-2140		75.00	61435	2/03/20
				DEMARS PENSION CONSULTING				75.00		
1262771	1	1/22/20	1926 F.E. MORAN INC 18504	ANNUAL ALARM MONITORING		11-17-2140		222.00	61436	2/03/20
				F.E. MORAN INC				222.00		
PR20200117	1	1/17/20	3762 FIRST NATIONAL BANK OF OM	FNB OF OMAHA		21-00-0012	N	486.00	61425	1/24/20
				FIRST NATIONAL BANK OF OM				486.00		
GEN20-49	1	2/03/20	305 GOODLAND	PUBLIC LIBRARY SH CO DISB/EMP BEN LIB		46-01-5050		28438.08	61437	2/03/20
GEN20-49	2	2/03/20		SH CO DISB/LIBRARY		13-01-5050		97067.42	61437	2/03/20
				GOODLAND PUBLIC LIBRARY				125505.50		
PR20200117	1	1/17/20	3778 GOODLAND	REGIONAL MED GRMC		15-00-0012	N	357.73	61426	1/24/20
				GOODLAND REGIONAL MED				357.73		
18505	1	1/24/20	3100 GRAINGER	OCCUPANCY SENSOR CONTROL/MUSEU		11-17-3030		39.74	61438	2/03/20
18702	1	1/27/20		BUTTERFLY VALVE #11 OIL TANK		15-40-3060		345.22	61438	2/03/20
				GRAINGER				384.96		
GEN20-41	1	2/03/20	3610 GUYER, JONI R.	CEMETERY CARE/FEB 20		11-19-2140	M	3458.34	61439	2/03/20
				GUYER, JONI R.				3458.34		
123789	1	1/09/20	236 HERL	CHEVROLET-BUICK CO. WIRE		11-03-3170		39.10	61440	2/03/20
				HERL CHEVROLET-BUICK CO.				39.10		
41616	1	1/16/20	1589 HITCHCOCK	INCORPORATED TOOLBOX		11-15-3120		53.27	61441	2/03/20
				HITCHCOCK INCORPORATED				53.27		
257411-TAX	1	1/06/20	391 HOOVER	LUMBER SWITCH,WALLPLATE,TOGL SWITCH		15-42-3120		63.34	61442	2/03/20
257483	1	1/07/20		BATTERIES		11-11-3120		15.29	61442	2/03/20
257487	1	1/07/20		BLOCK SOLID CONCRETE		21-40-3120		20.08	61442	2/03/20
257674-TAX	1	1/10/20		POSTHOLE DIGGER,RAKESPRING,SPA		15-42-3020		84.73	61442	2/03/20
257943-TAX	1	1/15/20		NUTS,BOLTS,EXPANSION JOINT		15-42-3120		19.11	61442	2/03/20
258304	1	1/22/20		GORILLA SHIPPING TAPE		11-09-3120		9.99	61442	2/03/20

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				391 HOOVER LUMBER						
258408	1	1/24/20		J CHANNEL,EDGE GUTTER,W&D CLR		11-11-3030		33.48	61442	2/03/20
258409	1	1/24/20		CREDIT		11-11-3030		2.24-	61442	2/03/20
K57284-TAX	1	1/03/20		BLADE JIG 4"		15-42-3120		14.10	61442	2/03/20

				HOOVER LUMBER				257.88		
				1733 IN THE CAN LLC						
GEN20-46	1	2/03/20		SOLID WASTE BILLING/FEB 20		30-01-2220		38500.00	61443	2/03/20

				IN THE CAN LLC				38500.00		
				3344 J.J. KELLER						
9104710651	1	1/21/20		COMPL FOCUS NWL & WEB 3 Y		15-40-2140		321.00	61444	2/03/20
9104710651	2	1/21/20		COMPL FOCUS NWL & WEB 3 Y		15-42-2140		321.01	61444	2/03/20

				J.J. KELLER				642.01		
				663 JD FINANCIAL-ORSCHELN						
17165	1	12/23/19	17429	GREASE CARTRIDGE		23-00-0006		1.99	61445	2/03/20
8375	1	1/03/20		CHAMP GRLOCK BLK ALUM		15-42-3170		403.29	61445	2/03/20
8843	1	1/06/20	18345	PRO PLAN/FOOD BLADE		11-03-3250		52.31	61445	2/03/20
8967	1	1/07/20		CUT OFF WHEEL		21-42-3060		15.96	61445	2/03/20
9213	1	1/09/20	18465	WORK GLOVES		11-15-3120		4.99	61445	2/03/20

				JD FINANCIAL-ORSCHELN				478.54		
				613 KANSAS MUNICIPAL UTILITIE						
15075	1	1/16/20		KMU MEMBERSHIP DUES		15-42-2080		11323.00	61446	2/03/20

				KANSAS MUNICIPAL UTILITIE				11323.00		
				1072 KANSAS PAYMENT CENTER						
PR20200117	1	1/17/20		INCOME WITHOLD		11-00-0012	N	497.08	3045022	1/24/20 E
PR20200117	2	1/17/20		INCOME WITHOLD		15-00-0012	N	392.31	3045022	1/24/20 E

				KANSAS PAYMENT CENTER				889.39		
				1989 KIMMI'S KOPY SHOP & DESIG						
4264	1	1/24/20		UTILITY BILLS,ENVELOPES		15-44-3120		4138.02	61447	2/03/20

				KIMMI'S KOPY SHOP & DESIG				4138.02		
				2184 KIWANIS CLUB OF GOODLAND						
GEN20-50	1	2/03/20		FLAG PROJECT		11-02-3120		420.00	61448	2/03/20

				KIWANIS CLUB OF GOODLAND				420.00		
				3392 KLING,JAKE D.						
GEN20-40	1	2/03/20		ATTY FEES/FEB 20		11-02-2140	M	4000.00	61449	2/03/20

				KLING,JAKE D.				4000.00		

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GEN20-44			1905	KRWA						
	1	2/03/20		SIMON, THORNBURG/CONF REGISTRAT		21-40-2170		340.00	61450	2/03/20

				KRWA				340.00		
GEN20-42			1942	KS DEPT OF AG						
	1	2/03/20		ZACH/TESTS		11-15-2170		45.00	61451	2/03/20
	2	2/03/20		TANNER/TESTS		11-11-2170		45.00	61451	2/03/20
GEN20-42	3	2/03/20		SCOTT/TESTS		11-11-2170		45.00	61451	2/03/20

				KS DEPT OF AG				135.00		
GEN20-45			3639	KS HIGHWAY PATROL						
	1	2/03/20		VIN FORMS		25-01-3180		500.00	61452	2/03/20

				KS HIGHWAY PATROL				500.00		
PR20200117			523	KS PUBLIC EMP. RETIREMENT						
	1	1/17/20		KPERS		11-00-0012	N	2589.03	3045021	1/24/20 E
	2	1/17/20		KPERS		15-00-0012	N	1974.37	3045021	1/24/20 E
	3	1/17/20		KPERS		21-00-0012	N	831.32	3045021	1/24/20 E
	4	1/17/20		KPERS		23-00-0012	N	266.42	3045021	1/24/20 E
	5	1/17/20		KPERS II		11-00-0012	N	2059.94	3045021	1/24/20 E
	6	1/17/20		KPERS II		15-00-0012	N	1104.52	3045021	1/24/20 E
	7	1/17/20		KPERS II		21-00-0012	N	76.75	3045021	1/24/20 E
	8	1/17/20		KPERS II		23-00-0012	N	76.75	3045021	1/24/20 E
	9	1/17/20		KPERS III		11-00-0012	N	2739.26	3045021	1/24/20 E
	10	1/17/20		KPERS III		15-00-0012	N	1098.37	3045021	1/24/20 E
	11	1/17/20		KPERS III		21-00-0012	N	391.71	3045021	1/24/20 E
	12	1/17/20		KPERS III		23-00-0012	N	163.63	3045021	1/24/20 E
	13	1/17/20		KPERS D&D		11-00-0012	N	505.70	3045021	1/24/20 E
	14	1/17/20		KPERS D&D		15-00-0012	N	285.93	3045021	1/24/20 E
	15	1/17/20		KPERS D&D		21-00-0012	N	88.97	3045021	1/24/20 E
	16	1/17/20		KPERS D&D		23-00-0012	N	34.69	3045021	1/24/20 E

				KS PUBLIC EMP. RETIREMENT				14287.36		
1747			3532	LOHR ELECTRIC LLC						
	1	1/15/20		SERVICE CALL, LABOR LIFT STATIO		23-43-3060		1432.74	61453	2/03/20

				LOHR ELECTRIC LLC				1432.74		
73243			965	MED-ENTERPRISES						
	1	1/13/20	18606	FIRE EXT RECHARGE		11-03-2140	M	58.00	61454	2/03/20
	1	1/13/20		FIRE EXT, BRACKET		15-42-2140	M	168.00	61454	2/03/20
73244	2	1/13/20		FIRE EXT, BRACKET		15-40-2140	M	168.00	61454	2/03/20

				MED-ENTERPRISES				394.00		
GEN20-55			917	MILLER CONSTRUCTION SERV						
	1	1/27/20		TOPSIDE TRAIL PAY EST #1		38-01-4010	M	53903.88	61455	2/03/20

				MILLER CONSTRUCTION SERV				53903.88		

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			1113	MURPHY TRACTOR-POWERPLAN						
1300192	1	1/03/20		HYDRAULIC CYL KIT		11-11-3060		742.31	61456	2/03/20
				MURPHY TRACTOR-POWERPLAN				742.31		
			2104	NATIONWIDE TRUST CO. FSB						
PR20200117	1	1/17/20		NATIONWIDE TRST		11-00-0012	N	300.00	3045025	1/24/20 E
PR20200117	2	1/17/20		NATIONWIDE TRST		15-00-0012	N	290.00	3045025	1/24/20 E
				NATIONWIDE TRUST CO. FSB				590.00		
			3646	ND CHILD SUPPORT DIVISION						
PR20200117	1	1/17/20		ND CHILD SUPPOR		15-00-0012	N	114.93	3045027	1/24/20 E
				ND CHILD SUPPORT DIVISION				114.93		
			3418	NEWEGG BUSINESS INC						
18162	1	1/15/20		USB DRIVES,CABLE COVER,RCA CAB		11-02-3120		57.28	61457	2/03/20
				NEWEGG BUSINESS INC				57.28		
			365	NORTHWEST KS TECHNICAL CO						
102124	1	1/14/20		SERVICE/ E3		11-07-3170		173.92	61458	2/03/20
102154	1	1/14/20		SERVICE/ GMC HAZMAT		11-07-3170		177.10	61458	2/03/20
				NORTHWEST KS TECHNICAL CO				351.02		
			30	P I C						
2155	1	1/13/20		CONSULTING FEE/FEB		11-21-2140		27.78	61460	2/03/20
2155	2	1/13/20		CONSULTING FEE/FEB		11-02-2140		138.90	61460	2/03/20
2155	3	1/13/20		CONSULTING FEE/FEB		11-03-2140		250.02	61460	2/03/20
2155	4	1/13/20		CONSULTING FEE/FEB		11-04-2140		27.78	61460	2/03/20
2155	5	1/13/20		CONSULTING FEE/FEB		11-07-2140		27.78	61460	2/03/20
2155	6	1/13/20		CONSULTING FEE/FEB		11-09-2140		27.78	61460	2/03/20
2155	7	1/13/20		CONSULTING FEE/FEB		11-11-2140		250.02	61460	2/03/20
2155	8	1/13/20		CONSULTING FEE/FEB		11-15-3120		55.56	61460	2/03/20
2155	9	1/13/20		CONSULTING FEE/FEB		11-17-2140		27.78	61460	2/03/20
2155	10	1/13/20		CONSULTING FEE/FEB		21-40-2140		27.78	61460	2/03/20
2155	11	1/13/20		CONSULTING FEE/FEB		21-42-2140		83.34	61460	2/03/20
2155	12	1/13/20		CONSULTING FEE/FEB		23-41-2140		27.78	61460	2/03/20
2155	13	1/13/20		CONSULTING FEE/FEB		23-43-2140		27.78	61460	2/03/20
2155	14	1/13/20		CONSULTING FEE/FEB		15-40-2140		194.46	61460	2/03/20
2155	15	1/13/20		CONSULTING FEE/FEB		15-42-2140		194.46	61460	2/03/20
2155	16	1/13/20		CONSULTING FEE/FEB		15-44-2140		111.00	61460	2/03/20
				P I C				1500.00		
			2401	PAW WASH						
GEN20-39	1	2/03/20		ANIMAL CONTROL AGMT/FEB 20		11-05-2140		2250.00	61461	2/03/20
				PAW WASH				2250.00		
			86	PET TESTING LABORATORY &						
18271	1	1/22/20		GLOVES,PROTECTORS		15-42-2310		396.39	61462	2/03/20

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			86	PET TESTING LABORATORY &						
69841	1	1/22/20		GLOVES TESTED		15-42-2140		157.51	61462	2/03/20
69841	2	1/22/20		BELL CUFF,GLOVES		15-42-2310		955.36	61462	2/03/20
								<hr/>		
				PET TESTING LABORATORY &				1509.26		
			3759	PRAIRIESPRINGS HOSPITALIT						
GEN20-53	1	2/03/20		REIMB SALES TAX		28-01-2050		4640.49	61463	2/03/20
								<hr/>		
				PRAIRIESPRINGS HOSPITALIT				4640.49		
			1683	PRINCIPAL MUTUAL LIFE INS						
PR20200117	1	1/17/20		PRIN. MUTUAL		11-00-0012	N	88.35	61423	1/24/20
PR20200117	2	1/17/20		PRIN. MUTUAL		15-00-0012	N	227.05	61423	1/24/20
PR20200117	3	1/17/20		PRIN. MUTUAL		21-00-0012	N	38.59	61423	1/24/20
								<hr/>		
				PRINCIPAL MUTUAL LIFE INS				353.99		
			1682	S & B MOTELS						
GEN20-54	1	2/03/20		REIMB SALES TAX		28-01-2040		2598.53	61464	2/03/20
								<hr/>		
				S & B MOTELS				2598.53		
			407	SALINA SUPPLY COMPANY						
17146	1	1/18/20		2" BOLT CPL		35-01-2050		848.00	61465	2/03/20
17147	1	1/28/20		FOAM METER BOX INSUL PADS		21-42-3050		1737.65	61465	2/03/20
17148	1	1/22/20		PIPE,BRASS NIPPLE		21-42-3050		1475.52	61465	2/03/20
								<hr/>		
				SALINA SUPPLY COMPANY				4061.17		
			924	SCHEOPNER'S WATER CONDITI						
18603	1	1/01/20		WATER/COOLER		11-03-2140		19.00	61466	2/03/20
								<hr/>		
				SCHEOPNER'S WATER CONDITI				19.00		
			2265	SCHERMERHORN,KATHY						
GEN20-38	1	2/03/20		ANIMAL CONTROL/FEB 20		11-05-2140	M	1500.00	61467	2/03/20
								<hr/>		
				SCHERMERHORN,KATHY				1500.00		
			413	SCHLOSSER, INC.						
71593	1	1/15/20		2ND & SHERMAN		11-11-4050		317.25	61468	2/03/20
71598	1	1/17/20		2ND & SHERMAN		11-11-4050		316.00	61468	2/03/20
								<hr/>		
				SCHLOSSER, INC.				633.25		
			421	SHARE CORPORATION						
116351	1	1/09/20		3/RATCHETING TIE DOWNS		11-11-3120		101.13	61469	2/03/20
116352	1	1/09/20	14096	BELLCIDE TREATMENT,TIE DOWN		15-40-3060		858.06	61469	2/03/20
								<hr/>		
				SHARE CORPORATION				959.19		
			424	SHERMAN CO SHERIFF - BAST						
GEN20-47	1	12/31/19		PRISON CARE/DEC 19		11-00-0006	M	80.00	61470	2/03/20

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424 SHERMAN CO SHERIFF - BAST										
SHERMAN CO SHERIFF - BAST								80.00		
427 SHORES NAPA										
13422	1	1/14/20	18466	PAINT BRUSHES		11-15-3120		14.46	61474	2/03/20
152391	1	1/02/20	18448	OIL FILT,AIR FILTERS		11-03-3170		38.64	61474	2/03/20
152392	1	1/02/20		HYD HOSE FITTINGS		21-42-3170		13.38	61474	2/03/20
152444	1	1/02/20	18461	FLOOR JACK		11-15-3020		49.99	61474	2/03/20
152444	2	1/02/20	18461	PIPE FITTING,AIR FILT,		11-15-3060		138.81	61474	2/03/20
152444	3	1/02/20	18461	TRASH BAGS		11-11-3120		25.99	61474	2/03/20
152469	1	1/02/20		GUAGE DRY UTILITY,BELL REDUCER		21-42-3050		13.10	61474	2/03/20
152671	1	1/06/20		BATTERY		11-07-3170		123.49	61474	2/03/20
152695	1	1/06/20		CORE CREDIT		11-07-3170		20.00-	61474	2/03/20
152712	1	1/06/20		IND/BELT,FREIGHT		15-40-3060		480.57	61474	2/03/20
152748	1	1/06/20		BATTERIES,PLIERS,CUTTER,EAR PL		11-11-3120		90.95	61474	2/03/20
152791	1	1/07/20	18463	PVC PLUGS		11-15-3120		13.90	61474	2/03/20
152813	1	1/07/20		FUELO		15-42-3020		206.66	61474	2/03/20
152816	1	1/07/20		OUTLET,BOX,CORD END		11-03-3030		8.77	61474	2/03/20
152924	1	1/08/20		LAZUER THINNER		11-11-3060		16.99	61474	2/03/20
152940	1	1/08/20		POCKET KNIFE,SPRING,HAWK BI		15-42-3020		57.64	61474	2/03/20
152949	1	1/08/20		PIPE CLNR,WET SET,GUAGE		21-40-3120		57.18	61474	2/03/20
152953	1	1/08/20	18464	HYD HOSE FITTINGS		11-11-3060		22.42	61474	2/03/20
152974	1	1/08/20		WASHER,NUTS,BOLTS,LOCK WASHER		15-42-3050		44.60	61474	2/03/20
152976	1	1/08/20		UNDERCOAT-RUBBER, 50' HOSE		11-11-3120		64.69	61474	2/03/20
153025	1	1/09/20		HARDWARE		11-11-3120		.90	61474	2/03/20
153053	1	1/09/20		WET SET,CLNR,DUCT TAPE		15-42-3120		46.84	61474	2/03/20
153157	1	1/10/20		SHOVEL		15-42-3120		65.38	61474	2/03/20
153229	1	1/10/20		OUTLET COVER,OUTLET		11-02-3030		3.28	61474	2/03/20
153313	1	1/13/20	18554	AIR FILT,OIL FILT		11-11-3170		13.17	61474	2/03/20
153457	1	1/14/20	18467	SPARK PLUG,AIR FILTERS		11-15-3060		23.69	61474	2/03/20
153603	1	1/15/20	18468	3" PVC /WALKING TRAIL		26-01-4010		47.96	61474	2/03/20
153665	1	1/16/20		HARDWARE		11-11-3060		4.79	61474	2/03/20
153711	1	1/16/20		GRINDING WHEEL		11-11-3120		22.74	61474	2/03/20
153714	1	1/16/20		IMPACT SOCKETS		21-42-3020		13.98	61474	2/03/20
153717	1	1/16/20		FUEL FILT,OIL FILT		21-42-3170		129.24	61474	2/03/20
153805	1	1/17/20		OIL FILT,MOBIL 5W30		11-02-3170		43.10	61474	2/03/20
154053	1	1/21/20		OIL ABSORBENT		11-07-3120		274.75	61474	2/03/20
154092	1	1/21/20	18557	DISC PAD,STEERING STABILIZER		21-42-3170		77.01	61474	2/03/20
154154	1	1/21/20	18470	HOSE BARBS,CLAMPS/WALKING TRAI		26-01-4010		12.15	61474	2/03/20
154171	1	1/22/20	18557	RADIATOR,CAPS		21-42-3170		156.82	61474	2/03/20
154172	1	1/22/20		EXHAUST GASKET		21-42-3170		6.28	61474	2/03/20
154244	1	1/22/20	18558	OIL FILT,U BOLT		21-42-3170		8.30	61474	2/03/20
154343	1	1/23/20		SELF ETCHING PR		11-11-3030		7.02	61474	2/03/20
154349	1	1/23/20		U BOLT,BIT,NUT,BOLT WASHER		11-07-3120		36.40	61474	2/03/20
154362	1	1/23/20		CARB KIT,FUEL FILT,AIR FILT		21-42-3170		33.49	61474	2/03/20
154443	1	1/24/20	18560	FLOAT		21-42-3170		12.29	61474	2/03/20
154448	1	1/24/20		BOLTS,NUTS		11-11-3120		6.12	61474	2/03/20
154459	1	1/24/20		SAWZALL		21-42-3020		11.48	61474	2/03/20
154460	1	1/24/20		SAWZALL BLADES		21-42-3020		53.98	61474	2/03/20
154514	1	1/24/20	18506	ANCHORS,SCREWS		11-17-3120		6.51	61474	2/03/20
SHORES NAPA								2579.90		

INVOICE NO	LN	DATE	PO NO	REFERENCE	CD	GL ACCOUNT	1099	NET	CHECK	PD DATE
				438 STANION WHOLESALE ELECTRI						
18265	1	1/15/20		SPLICE CONNECTORS		15-42-3050		73.58	61475	2/03/20
18268	1	1/21/20		CHAINSAW KIT		15-42-3020		519.38	61475	2/03/20
				STANION WHOLESALE ELECTRI				592.96		
				3698 TITAN LABRATORIES						
10302113	1	1/16/20	14097	OIL SAMPLE KITS		15-40-3060		183.84	61476	2/03/20
				TITAN LABRATORIES				183.84		
				1565 ULINE						
116179183	1	1/17/20	18469	DOG WASTE DISPENSERS		26-01-4010		842.14	61477	2/03/20
				ULINE				842.14		
				1911 UNIVERSITY OF KANSAS						
9246E791	1	1/14/20	18338	FIELD TRAINING/ROEDER,WINDLE		25-01-2170		300.00	61478	2/03/20
				UNIVERSITY OF KANSAS				300.00		
				1668 UOM SCHOOL						
18259	1	1/02/20		SMITH,FYFE,WITHINGTON/REGISTRA		15-42-2170		300.00	61479	2/03/20
				UOM SCHOOL				300.00		
				2784 USD # 352						
GEN20-52	1	2/03/20		SCHOOL TAX/JAN 20		11-02-2050		24533.51	61480	2/03/20
				USD # 352				24533.51		
				2895 VISION CARE DIRECT ADM.						
PR20200117	1	1/17/20		VISION CARE DIR		11-00-0012	N	130.06	61424	1/24/20
PR20200117	2	1/17/20		VISION CARE DIR		15-00-0012	N	86.34	61424	1/24/20
PR20200117	3	1/17/20		VISION CARE DIR		21-00-0012	N	4.89	61424	1/24/20
				VISION CARE DIRECT ADM.				221.29		
				3537 VLS COMMUNICATIONS INC						
1660	1	12/24/19		USED HAND HELD RADIO,ANTENNA		36-00-0006		1480.65	61481	2/03/20
1661	1	12/24/19	18346	RADIO REPROGRAMMING LABOR		11-00-0006		425.00	61481	2/03/20
1679	1	1/23/20		REPAIR FLAT RATE/FIRE DEPT		11-07-3060		310.00	61481	2/03/20
1683	1	1/23/20		RADIO/LABOR INSTALL		15-42-3060		1693.74	61481	2/03/20
				VLS COMMUNICATIONS INC				3909.39		
				640 WAL*MART						
1673	1	1/06/20		DATE BOOKS/CALCULATOR,CLOCK		11-11-3120		148.37	61482	2/03/20
1736	1	1/03/20		POWER PLANT/SUPPLIES		15-40-3120		149.94	61482	2/03/20
2098	1	1/09/20	18601	POLICE APP DAY/SNACKS		11-03-3120		63.96	61482	2/03/20
2277	1	1/10/20	17245	JR COMMISSION/SUPPLIES		38-01-4010		39.70	61482	2/03/20
2278	1	1/10/20	17244	CITY OFFICE SUPPLIES		15-44-3120		64.83	61482	2/03/20
2640	1	1/09/20		ARPT VACUUM		11-13-3120		95.00	61482	2/03/20
2640	2	1/09/20		CRMR,FILE FOLDERS,WATER		11-02-3120		24.06	61482	2/03/20

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

			640 WAL*MART							
6161	1	1/12/20	18348	FROG TAPE,DUCT TAPE		11-03-3120		12.85	61482	2/03/20
9108	1	1/10/20	18602	GLASSES,GUN CLNR,CLEANKIT		11-03-3120		28.42	61482	2/03/20

WAL*MART								627.13		

***** REPORT TOTAL *****								1898005.40		

GLJRNLU	Thu Jan 30, 2020 9:50 AM	****	City of Goodland	****	OPER: MPV	PAGE	1
10.09.19	POSTING DATE: 1/24/2020		GENERAL LEDGER JOURNAL ENTRIES		JRNL:5298		
			CALENDAR 1/2020, FISCAL 1/2020				
			UPDATE				
JRNL ID/ ACCOUNT NUMBER	OTHER NUMBER/ ACCOUNT TITLE	OTHER REFERENCE/ REFERENCE		DEBIT	CREDIT	BANK	#

PAYROLL							
11-00-0011	GENERAL EMP TAX A/P	SS/MED EMPE GEN		4,307.59			
11-00-0001	GENERAL OPERATING CASH	SS/MED EMPE GEN			4,307.59	1	
15-00-0011	ELECTRIC EMP TAX A/P	SS/MED EMPE ELE		2,127.12			
15-00-0001	ELECTRIC CASH	SS/MED EMPE ELE			2,127.12	1	
21-00-0011	WATER EMP TAX A/P	SS/MED EMPE WAT		670.18			
21-00-0001	WATER CASH	SS/MED EMPE WAT			670.18	1	
23-00-0011	SEWER EMP TAX A/P	SS/MED EMPE SEW		266.49			
23-00-0001	SEWER CASH	SS/MED EMPE SEW			266.49	1	
11-00-0011	GENERAL EMP TAX A/P	SS/MED EMPR GEN		4,307.59			
11-00-0001	GENERAL OPERATING CASH	SS/MED EMPR GEN			4,307.59	1	
15-00-0011	ELECTRIC EMP TAX A/P	SS/MED EMPR ELE		2,127.12			
15-00-0001	ELECTRIC CASH	SS/MED EMPR ELE			2,127.12	1	
21-00-0011	WATER EMP TAX A/P	SS/MED EMPR WAT		670.18			
21-00-0001	WATER CASH	SS/MED EMPR WAT			670.18	1	
23-00-0011	SEWER EMP TAX A/P	SS/MED EMPR SEW		266.49			
23-00-0001	SEWER CASH	SS/MED EMPR SEW			266.49	1	
11-00-0011	GENERAL EMP TAX A/P	FED TAX GEN		4,326.55			
11-00-0001	GENERAL OPERATING CASH	FED TAX GEN			4,326.55	1	
15-00-0011	ELECTRIC EMP TAX A/P	FED TAX ELE		2,059.03			
15-00-0001	ELECTRIC CASH	FED TAX ELE			2,059.03	1	
21-00-0011	WATER EMP TAX A/P	FED TAX WAT		819.63			
21-00-0001	WATER CASH	FED TAX WAT			819.63	1	
23-00-0011	SEWER EMP TAX A/P	FED TAX SEW		214.26			
23-00-0001	SEWER CASH	FED TAX SEW			214.26	1	
11-00-0011	GENERAL EMP TAX A/P	STATE TAX GEN		2,067.39			
11-00-0001	GENERAL OPERATING CASH	STATE TAX GEN			2,067.39	1	
15-00-0011	ELECTRIC EMP TAX A/P	STATE TAX ELE		1,136.56			
15-00-0001	ELECTRIC CASH	STATE TAX ELE			1,136.56	1	
21-00-0011	WATER EMP TAX A/P	STATE TAX WAT		407.47			
21-00-0001	WATER CASH	STATE TAX WAT			407.47	1	
23-00-0011	SEWER EMP TAX A/P	STATE TAX SEW		123.02			
23-00-0001	SEWER CASH	STATE TAX SEW			123.02	1	
07-01-5030	SELF INSUR BCBS STOP LOSS PYMT	STOP LOSS 1/21		2,952.86			
07-00-0001	SELF INSUR CASH	STOP LOSS 1/21			2,952.86	1	
07-01-5030	SELF INSUR BCBS STOP LOSS PYMT	STOP LOSS 1/28		6,850.36			
07-00-0001	SELF INSUR CASH	STOP LOSS 1/28			6,850.36	1	
				-----	-----		
Journal Total :				35,699.89	35,699.89		
				-----	-----		
Sub Total				35,699.89	35,699.89		
				-----	-----		
** Report Total **				35,699.89	35,699.89		

FUND	NAME	DEBITS	CREDITS
07	SELF INSURANCE	9,803.22	9,803.22
11	GENERAL	15,009.12	15,009.12
15	ELECTRIC UTILITY	7,449.83	7,449.83
21	WATER UTILITY	2,567.46	2,567.46
23	SEWER UTILITY	870.26	870.26
TOTALS		35,699.89	35,699.89

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

ACCOUNT NUMBER	ACCOUNT TITLE	DEBITS	CREDITS	NET
07-00-0001	SELF INSUR CASH	.00	9,803.22	9,803.22-
07-01-5030	SELF INSUR BCBS STOP LOSS PYMT	9,803.22	.00	9,803.22
11-00-0001	GENERAL OPERATING CASH	.00	15,009.12	15,009.12-
11-00-0011	GENERAL EMP TAX A/P	15,009.12	.00	15,009.12
15-00-0001	ELECTRIC CASH	.00	7,449.83	7,449.83-
15-00-0011	ELECTRIC EMP TAX A/P	7,449.83	.00	7,449.83
21-00-0001	WATER CASH	.00	2,567.46	2,567.46-
21-00-0011	WATER EMP TAX A/P	2,567.46	.00	2,567.46
23-00-0001	SEWER CASH	.00	870.26	870.26-
23-00-0011	SEWER EMP TAX A/P	870.26	.00	870.26
TRANSACTION TOTALS		35,699.89	35,699.89	.00

PAYROLL REGISTER

ORDINANCE #2020-P03

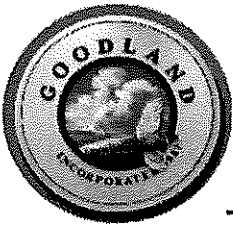
1/24/2020

<u>DEPARTMENT</u>	<u>GROSS PAY</u>
GENERAL	57,482.00
ELECTRIC	28,591.76
WATER	8,896.50
SEWER	3,522.81
TOTAL	<u>98,493.07</u>

PASSED AND SIGNED THIS _____ DAY OF _____, 2020

CITY CLERK

MAYOR



City of Goodland

204 W. 11th St.
P.O. Box 59
Goodland, KS 67735

785-890-4500
785-890-4532(F)

Board and Commission Form

Please print clearly or type. Use additional sheets if necessary. Return form to the address above.

I am seeking:

☐ New Appointment

☒ Re-Appointment

Please indicate the Boards or Commissions in which you are interested:

☐ Airport Board

☒ Cemetery Board

☐ Construction Board of Trades/Appeals

☐ Library Board

☐ Housing Authority Board

☐ Parks & Recreation/Tree Board

☐ Museum Board

☐ Planning Commission/BZA

☐ Other: _____

Full Name: Jackie Elliott E-mail: jackie.elliott@usd352.org

Street Address: 1019 1/2 Main Apt 7

Phone: Home 890-3289 Cell 821-1369 Work 890-5656

Years lived in Goodland: 67 Education: Masters in Math

Occupation: Math Teacher Employer: USD 352

Business Address: 1209 Cherry

Prior Appointed or Elected Offices held (if any): Cemetery Board, Good Sam Board

Please described any present or past community involvement: _____

Why would you like to serve? _____

Referred by (if any): _____

Date 01/09/2020 Signature: Jackie Elliott

GOODLAND HOUSING AUTHORITY
515 E 5th STREET, APT 107**GOODLAND, KS 67735-2058
Tele. 785-890-5591 or Fax 785-890-5227
gldha@st-tel.net

January 14, 2020

Jessica Bonner
Administrative Assistant
City Of Goodland
204 W 11th
Goodland, KS 67735

Dear Ms. Bonner,

I, as the Executive Director and Secretary of the Board of Commissioners of the Goodland Housing Authority would like to request the appointment of the following person to be the newest member of the Goodland Housing Authority Board of Commissioners: Ben Schears will replace Clyde Lambertz, who has resigned his position.

Also, for your records, Ms. Cara Daise is now the Chairperson and Mr. Harold Gillihan will serve as Vice-Chair.

Thank you for you action in this matter.

Sincerely,

A handwritten signature in cursive script that reads "Sheila Barnett".

Sheila Barnett, PHM
Executive Director



City of Goodland

204 W. 11th St.
P.O. Box 59
Goodland, KS 67735

785-890-4500
785-890-4532(F)

Board and Commission Form

Please print clearly or type. Use additional sheets if necessary. Return form to the address above.

I am seeking:

☒ New Appointment

☐ Re-Appointment

Please indicate the Boards or Commissions in which you are interested:

☐ Airport Board

☐ Cemetery Board

☐ Construction Board of Trades/Appeals

☐ Library Board

☒ Housing Authority Board

☐ Parks & Recreation/Tree Board

☐ Museum Board

☐ Planning Commission/BZA

☐ Other: _____

Full Name: Ben Schears E-mail: ben.schears@nwktc.edu

Street Address: 704 Main Street

Phone: Home 620.660.5035 Cell 620.660.5035 Work 785-890-1501

Years lived in Goodland: 3.5 Education: Doctorate: ABD

Occupation: College President Employer: Northwest Tech

Business Address: 1209 Harrison

Prior Appointed or Elected Offices held (if any): Airport Board (Current)

Please describe any present or past community involvement: Topside Trail Committee, Airport Board, YEC, Goodland Ambassadors, Rotary

Why would you like to serve? There are many common threads between the work of the Housing Authority and the college. We will be doing new and different housing initiatives in the future for carpentry to try to meet community need. Lastly I have an interest in the area and have been a multi-unit landlord in the past.

Referred by (if any): _____

Date 1/7/20 Signature: [Signature]



CERTIFICATE – DIRECTOR-2

KANSAS MUNICIPAL ENERGY AGENCY BOARD OF DIRECTORS

This certificate duly documents the appointment of a **Director-2** to serve on the Board of Directors of the Kansas Municipal Energy Agency (KMEA) as provided for in Article V, Section 5.1 of KMEA's Bylaws.

I, the undersigned City Clerk of the City of Goodland, Kansas, a member of KMEA, do hereby certify that at a meeting of the City Governing Body duly held on the 3rd day of February, 2020; and

Name:	<u>Andrew Finzen</u>	Title:	<u>City Manager</u>
Address:	<u>204 W. 11th St.</u>		
City:	<u>Goodland</u>	State:	<u>KS</u> Zip Code: <u>67735</u>
Office Phone:	<u>785-890-4500</u>	Cell Phone:	<u>712-333-1669</u> Fax: <u>785-890-4532</u>
Email Address:	<u>andrew.finzen@cityofgoodland.org</u>		

who (a) resides within the territory served by the City's electric utility; or (b) is an employee of the City, was appointed to serve on the KMEA Board of Directors for a two-year term beginning **May 1, 2020**.

I further certify that the foregoing appointment is reflected in the official Minutes of the Governing Body of the City for the meeting on the date indicated above.

This certificate is given this 4th day of February, 2020.

City Clerk

Goodland, Kansas



RESOLUTION NO. 1560

A RESOLUTION RENEWING THE CEMETERY MAINTENANCE SERVICE AGREEMENT WITH JONI GUYER FOR AN ADDITIONAL TWO-YEAR TERM AND INCREASING THE COMPENSATION FOR SERVICES PROVIDED

WHEREAS, on December 7, 2017, the City of Goodland entered into a two-year agreement with Joni Guyer (“Contractor”) for Cemetery Maintenance Services (“the Agreement”), commencing on March 1, 2018 and concluding on February 28, 2020; and

WHEREAS, the Agreement may be renewed for an additional two-year term with the expressed approval of the City for one additional two-year term; and

WHEREAS, the City is pleased with Contractor’s performance and intends to renew the Agreement for an additional term and modify compensation for Contractor accordingly.

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

SECTION 1. The City of Goodland hereby exercises its choice to renew the Agreement for an additional two-year term pursuant to Section Eight of the Agreement. The renewal period shall commence on March 1, 2020 and continue thereafter until the conclusion date of February 28, 2022.

SECTION 2. Pursuant to Section Nine of the Agreement, the City chooses to modify compensation for Contractor. City shall pay Contractor \$44,500.00 annually, with payments made on a monthly basis in the amount of \$3,708.34.

PASSED AND ADOPTED this 3rd day of February, 2020 by the Governing Body of the City of Goodland, Kansas.

John Garcia, Mayor

ATTEST:

Mary P. Volk, City Clerk



RESOLUTION NO. 1561

A RESOLUTION DESIGNATING DEPOSITORIES FOR THE CITY OF GOODLAND, KANSAS

WHEREAS, it is necessary that the City of Goodland, Kansas, designate depositories in compliance with K.S.A. 9-1401, and:

WHEREAS, public funds shall be deposited at BANKWEST in Goodland, Sherman County, Kansas, and at Destination Institutions using Insured Cash Sweep (ICS) through our Relationship Institution: BANKWEST in Goodland, Sherman County, Kansas, and:

WHEREAS, investment of funds may be held at BANKWEST, Peoples State Bank, FNB Bank, and Western State Bank in Goodland, Sherman County, Kansas.

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

That BANKWEST, Peoples State Bank, FNB Bank, Western State Bank and Destination Institutions using ICS are designated as depositories for the City of Goodland, Kansas.

PASSED AND ADOPTED this 3rd day of February, 2020 by the Governing Body of the City of Goodland, Kansas.

John Garcia, Mayor

ATTEST:

Mary P. Volk, City Clerk



RESOLUTION NO. 1562

A RESOLUTION TO WAIVE THE REQUIREMENTS OF K.S.A. 75-1120a(a) REGARDING GENERALLY ACCEPTED ACCOUNTING PRINCIPLES AS THEY RELATE TO THE CITY OF GOODLAND

WHEREAS, the City of Goodland, Kansas has determined that the financial statements and financial reports for the year ended 2020 to be prepared in conformity with the requirements of K.S.A. 75-1120a(a) are not relevant to the requirements of the cash basis and budget laws of this state and are of no significant value to the Governing Body or the members of the general public of the City of Goodland; and

WHEREAS, there are no revenue bond ordinances or other ordinances or resolutions of the municipality which require financial statements and financial reports to be prepared in conformity with K.S.A. 75-1120a(a) for the year ended 2020.

NOW, THEREFORE BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF GOODLAND, KANSAS in regular meeting duly assembled this 3rd day of February, 2020 that the Governing Body waives the requirements of K.S.A. 75-1120a(a) as they apply to the City of Goodland for the year ended 2020.

BE IT FURTHER RESOLVED that the Governing Body shall cause the financial statements and financial reports of the City of Goodland to be prepared on the basis of cash receipts and disbursements as adjusted to show compliance with the cash basis and budget laws of this State.

PASSED AND ADOPTED this 3rd day of February, 2020 by the Governing Body of the City of Goodland, Kansas.

John Garcia, Mayor

ATTEST:

Mary P. Volk, City Clerk

CONTRACT FOR SERVICES WEB HOSTING SERVICES

THIS CONTRACT, made and entered into this ____ day of _____, 2020 by and between the City of Goodland, Kansas, a Kansas municipal corporation, hereinafter referred to as CITY and the County of Sherman, Kansas, a political subdivision of the State of Kansas, hereinafter referred to as COUNTY.

SECTION ONE PURPOSE

The purpose of this Agreement (hereafter referred to as the "Agreement") is to precede a longer-term contract arrangement under which CITY will provide Web Hosting services on behalf of COUNTY.

SECTION TWO TERM AND PAYMENT

The term of this agreement shall be for one (1) year, commencing on the 1st day of March, 2020 and ending on the 28th day of February 2021. COUNTY shall pay CITY \$600 annually for services provided herein plus \$500 for initial setup of the services for a sum total of \$1,100 per year. Disbursement shall be made on or before the 15th day of March of the contract year. Should COUNTY choose to renew the contract for additional one (1) year terms in accordance with Section Three of this agreement, COUNTY shall pay CITY \$600 per year for services provided herein.

SECTION THREE RENEWAL

Upon expiration of the original contract date, this agreement will automatically renew for an additional one (1) year term beginning on the end date above and continuing thereafter unless canceled in writing by either party at least 30 days prior to the contract end date. COUNTY may exercise this renewal option a total of four (4) times with the final renewal option expiring on the 28th day of February 2025.

SECTION FOUR SERVICES PROVIDED

Services provided shall include the following:

- 1000 GB Storage
- 4GB Ram
- 4 Processor Cores
- CSF Server Firewall
- ModSecurity installed
- Scheduled Weekly Backups
- On Demand Backups
- Unlimited Email boxes
- Unlimited Aliases
- Limited to 300 Emails per hour
- Spam Filtering
- Selectable PHP, PHP-fpm
- Unlimited Sub-domains
- Let's Encrypt SSLs
- SSH Login Capable
- Custom DNS

SECTION FIVE PROPRIETARY INFORMATION

Proprietary information exchanged here under shall be treated as such by COUNTY. This information shall include, but not be limited to, the provisions of this Agreement, product and services information and pricing. COUNTY further agrees to not decompose, disassemble, decode or reverse engineer any CITY program, code or technology delivered to COUNTY or any portion thereof.

SECTION SIX CENSORSHIP

CITY will exercise no control whatsoever over the content of the information passing through the network, email or web site.

SECTION SEVEN WARRANTIES

CITY makes no warranties or representations of any kind, whether expressed or implied for the service it is providing. CITY also disclaims any warranty of merchantability or fitness for any particular purpose and will not be responsible for any damages that may be suffered by COUNTY, including loss of data resulting from delays, non-deliveries or service interruptions by any cause or errors or omissions of COUNTY. Use of any information obtained by way of CITY is at COUNTY's own risk, and CITY specifically denies any responsibility for the accuracy or quality of information obtained through its services. Connection speed represents the speed of an end-to-end connection. CITY does not represent guarantees of speed or availability of end-to-end connections. CITY expressly limits its damages to COUNTY for any non-accessibility time or other down time to the pro-rata monthly charge during the system unavailability. CITY specifically denies any responsibilities for any damages arising as a consequence of such unavailability.

SECTION EIGHT TRADEMARKS AND COPYRIGHTED MATERIAL

COUNTY warrants that it has the right to use any applicable trademarks or copyrighted material used in connection with this service.

SECTION NINE TERMINATION AND NOTICE

CITY may terminate this Agreement at its sole discretion upon the occurrence of one or more of the following events: 1) failure to comply with any provisions of the Agreement upon

receipt of written notice from CITY of said failure, 2) appointment of Receiver or upon the filing of any application by COUNTY seeking relief from creditors, 3) upon mutual agreement in writing of CITY and COUNTY, 4) upon CITY giving COUNTY ninety (90) days' written notice of CITY's intent to terminate the agreement.

Any notice sent to COUNTY will be sent to:

County Clerk
Sherman County
813 Broadway, Room 102
Goodland, KS 67735

Any notice sent to CITY will be sent to:

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

SECTION TEN DISPUTES

If legal proceedings are commenced to resolve a dispute arising out of, or relating to, this Agreement, the prevailing party shall be entitled to recover all costs, legal fees, and expert witness fees as well as any costs or legal fees in connection with any appeals.

SECTION ELEVEN INDEMNIFICATION

COUNTY shall indemnify and hold CITY harmless from and against any and all claims, judgments, awards, costs, expenses, damages and liabilities (including reasonable attorney fees) of whatsoever kind and nature that may be asserted, granted or imposed against CITY directly or indirectly arising from or in connection with COUNTY's marketing or support services of the product or services or the unauthorized representation of the product and services or any breach of this Agreement by COUNTY.

SECTION TWELVE GENERAL

If any provision of this Agreement is held to be unenforceable, the enforceability of the remaining provisions shall in no way be affected or impaired thereby. This Agreement shall be governed by and construed in accordance with the laws of the State of Kansas. A failure

by any party to exercise or delay in exercising a right or power conferred upon it in this Agreement shall not operate as a waiver of any such right or power.

**SECTION THIRTEEN
ENTIRE AGREEMENT**

This agreement shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this agreement shall not be binding upon either party except to the extent incorporated in this agreement.

IN WITNESS WHEREOF, each party to this agreement has caused it to be executed on the ____ day of _____, 2020.

CITY OF GOODLAND, KANSAS

SHERMAN COUNTY

John Garcia, Mayor

Rod Blake, Chairman

ATTEST:

ATTEST:

Mary P. Volk, City Clerk

Ashley Mannis, County Clerk



1/14/2020

City of Goodland, KS
240 West 11th Street
Goodland, KS 67735

nsthorn26@yahoo.com

PROJECT ESTIMATE

Prepared For: Neal Thornburg
Prepared By: J. McCartney
Description: Media replacement for a nitrate removal facility

Layne Christensen Company is a global water management, mineral exploration and drilling company. We provide responsible infrastructure solutions for natural resources in water, minerals and energy, while offering innovative, sustainable products and services with an enduring commitment to safety, operational excellence, and client satisfaction. In June 2018, Layne became a wholly-owned subsidiary of Granite Construction, Inc.

We are pleased to submit the following quotation:

Layne to provide media replacement for a Nitrate removal facility. The Scope of Work for this project is to furnish the materials as itemized on the following page.

Date _____

STANDARD TERMS AND CONDITIONS

LIABILITY OF CONTRACTOR: Contractor shall not be liable for any bodily injury, death, or injury to or destruction of tangible property except as the same may have been caused by the negligence of Contractor. In no event shall Contractor be liable for any delays or special, indirect, incidental or consequential damages. Purchaser agrees that the total limit of Contractor's liability (whether based on negligence, warranty, strict liability or otherwise) hereunder, shall not exceed the aggregate amount due Contractor for services rendered under this contract. All claims, including claims for negligence or any other cause whatsoever, shall be deemed waived unless made in writing and received by Contractor within one (1) year after Contractor's completion of work hereunder.

INSURANCE: Contractor shall provide workers' compensation insurance, public liability and property damage insurance covering its employees and operation. Purchaser, at its option, may maintain such insurance as will protect it against claims arising out of the work.

REIMBURSABLE COST: In addition to the hourly charge provided on the face of this contract, Purchaser will reimburse Contractor for travel and living expenses necessarily incurred by the Contractor in the performance of the work, minor incidental expenses such as overnight mail, telephone and petty cash expenditures necessarily incurred, cost of removal of all debris if so directed by Purchaser, sales, consumer, use and similar taxes required by law and the cost of permits and all licenses necessary for the execution of the work. The foregoing costs shall be billed at actual cost plus fifteen percent (15%) unless otherwise agreed upon.

PRICE ADJUSTMENT: Any cost estimates or time frames stated herein are subject to equitable adjustment in the event of differing or unforeseeable conditions, changes in applicable laws after the date of this contract, unforeseeable delays or difficulties caused by acts of God, Purchaser or any third parties. Prices of goods acquired by Contractor from others shall be adjusted to reflect Contractor's price in effect at time of shipment. The price of Contractor's goods will be adjusted to the price in effect at time of shipment in accordance with Contractor's current escalation policies or as specifically covered in this contract.

TERMS: Thirty (30) days net from date of invoice. For extended projects, Contractor shall submit invoices on a monthly basis for any and all work completed and materials or equipment provided during the previous month. Past due invoices shall be subject to a delinquency charge of one and one-half percent (1-1/2%) per month (eighteen percent (18%) per annum) unless a lower charge is required under applicable law, in which case the lower rate shall apply. Purchaser agrees to pay all collection fees, attorneys' fees and costs incurred in the collection of any past due amounts arising out of this contract. Contractor shall have the right to immediately terminate this contract without further liability if Purchaser fails to make timely payment or otherwise materially breaches this contract.

MATERIAL SHORTAGES AND COST INCREASES: If any portion of materials or equipment which Contractor is required to furnish becomes unavailable, either temporarily or permanently, through causes beyond the control and without the fault of Contractor, then in the case of temporary unavailability any completion time frames shall be extended for such period of time as Contractor shall be delayed by such above-described unavailability, and in the case of permanent unavailability Contractor shall be excused from the requirement of furnishing such materials or equipment. Purchaser agrees to pay Contractor any increase in cost between the cost of the materials or equipment which have become permanently unavailable and the cost of the closest substitute which is then reasonably available.

DELAYS: If Contractor is delayed at any time in the progress of work by labor disputes, fire, unusual delays in transportation, unavoidable casualties, weather, or any cause beyond Contractor's reasonable control, then any completion time frames shall be extended by a reasonable period of time, at least equal to the period of delay.

CHANGED CONDITIONS: The discovery of any hazardous waste, substances, pollutants, contaminants, underground obstructions or utilities on or in the job site which were not brought to the attention of Contractor prior to the date of this contract will constitute a materially different site condition entitling Contractor, at its sole discretion to immediately terminate this contract without further liability.

ESCALATION: This contract is made with the understanding that Contractor will be able to begin and continuously proceed with its work on or before the proposed start date on the reverse side hereof. In the event Contractor is unable to commence its work on or before said date because the project is not ready for Contractor's work, Contractor will charge Purchaser the amount of increase in Contractor's cost attributable to such delay, plus Contractor's normal overhead percentage.

GUARANTEE AND LIABILITY: Contractor warrants that its labor supplied hereunder shall be free from defect and shall conform to the standard of care in effect in its industry at the time of performance of such labor for a period of twelve (12) months after substantial completion of Contractor's work. Contractor agrees, to the extent it is permitted, to pass on any warranties provided by the manufacturers of materials and/or equipment furnished under this contract. Contractor itself provides no warranty, express, implied or otherwise, on any such materials or equipment. Contractor will not be responsible for work done, material or equipment furnished or repairs or alterations made by others.

For any breach hereunder, Contractor shall be liable only for the value of the installation work or, if it wrongfully fails to install, then its liability is limited to the difference between the contract price herein, and the value of other similar installation work. If Contractor's breach damages any materials or equipment furnished hereunder, Contractor shall only be liable for the value of such materials or equipment. Under no circumstances will Contractor be liable for consequential, special or indirect damages, including without limitation, any crop loss or damage, damage to other equipment, structures or property, nor for any other similar or dissimilar damages or losses whether due to delay, failure to furnish or install, delay in installation, defective material or equipment, defective workmanship, defective installation, delay in replacing, nor for any cause or breach whatsoever. In any event, Contractor's total liability towards Purchaser for alleged faulty performance or nonperformance under this contract shall be limited to the total contract price. No materials, equipment or services contracted herein carries any guarantee not mentioned in this contract. THE ABOVE WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE HEREBY DISCLAIMED.

TITLE AND OWNERSHIP: In case of default on Purchaser's part, Contractor shall have the right to enter the premises upon which any material or equipment furnished herein have been installed and retake such goods not then paid for and pursue any further remedy provided by law, including recovery of attorneys' fees and any deficiency to the maximum extent and in the manner provided by law. Such materials and equipment shall retain their character as personal property of Contractor until payment in full is received by Contractor, regardless of their mode of attachment. Unless prior specific written instructions are received to the contrary, surplus and replaced materials and equipment resulting from repair or installation work shall become the property of Contractor.

DELIVERY: Shipment schedules and dates, expressed or implied, are contingent on normal conditions. Contractor will not be responsible for any delays in shipment or completion caused by factors beyond its control such as, but not limited to, suppliers' failures, accidents, work stoppages or operation of or changes in the law. Shipments will be made as promptly as Contractor's ability to obtain materials and/or equipment and scheduling will permit. No delay in shipments or variances from shipping schedule shall be cause of cancellation or any claim for damage. Any changes in layout or design requested after acceptance of this contract will be made at Purchaser's additional cost. Any such change and/or time taken to supply engineering data or to approve drawings will automatically extend shipping schedules. Equipment will be shipped "knocked down" to the extent Contractor considers necessary, with small parts stripped from equipment and crated. On and after delivery to the carrier for transportation to the Purchaser's site, Purchaser shall be responsible for all loss or damage to materials or equipment due to any cause, including but not limited to loss or damage resulting from casualty.

INDEMNIFICATION: Purchaser agrees to indemnify and hold Contractor, its directors, officers, stockholders, employees, agents and subcontractors, harmless from and against any and all claims, demands, causes of action (including third party claims, demands or causes of action for contribution or indemnification), liability and costs (including attorneys' fees and other costs of defense) asserted and/or filed by Purchaser or any third party(ies), including without limitation Purchaser's employees, and arising out of or as a result of: (i) the presence of Contractor or its subcontractors at the job site, (ii) the work performed by Contractor or its subcontractors, or (iii) any negligent act or omission of Purchaser, its employees, agents, consultants, other contractors or any person or entity under Purchaser's control; except to the extent that such claims, demands, causes of action, liabilities or costs are caused by the negligence of Contractor or its subcontractors.

INTERPRETATION: This contract shall be governed by and construed in accordance with the laws of the state of the job site location. If any term, provision or condition contained herein shall, to any extent, be invalid or unenforceable, pursuant to state law or otherwise, the remainder of the terms, provisions and conditions herein (or the application of such term, provision, or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable) shall not be affected thereby, and each term, provision and condition of this contract shall be valid and enforceable to the fullest extent permitted by law.

ASSIGNMENT & SUBLETTING: Purchaser shall not have the right to transfer or assign its rights and/or obligations under this contract to any third party, related or unrelated, without the express written consent of Contractor. Contractor shall have the right to transfer, assign or sublet all or any portion of its rights or obligations hereunder, but such transfer, assignment or subletting shall not relieve Contractor from its full obligations to Purchaser unless such transfer, assignment or subletting is pursuant to the sale of Contractor, or the division of Contractor responsible for this contract, to a third party.

MISCELLANEOUS: The terms and conditions set forth herein constitute the entire understanding of the parties relating to the work to be performed, and materials and equipment to be provided, by Contractor for the Purchaser. All previous proposals, offers, and other communications relative to the provisions of the subject work, oral or written, are hereby superseded, except to the extent that they have been expressly incorporated herein. Any modifications or revisions of any provisions herein or any additional provisions contained in any purchase order, acknowledgment, or other form of the Purchaser are hereby expressly objected to by Contractor and shall not operate to modify this contract. This contract shall take effect upon acceptance and execution by both parties.

By: _____
Title: _____
Date: _____