



**CITY COMMISSION AGENDA**  
**MONDAY, DECEMBER 7, 2020**  
**204 W. 11<sup>TH</sup> ST. – 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 HEARING**

- A. Conditional Use Permit: 908 Broadway Ave.
- B. Rezoning of 1611 Kansas Ave.

**3. PUBLIC COMMENT**

**4. CONSENT AGENDA**

- A. 11-13-20 Special Commission Meeting Minutes
- B. 11-16-20 Commission Meeting Minutes
- C. 11-18-20 Special Commission Meeting Minutes
- D. 11-23-20 Special Commission Meeting Minutes
- E. Appropriation Ordinances 2020-23; 2020-23A; 2020-P23
- F. Approval of Library Contract 2021

**5. ORDINANCES AND RESOLUTIONS**

- A. Ordinance 1736: Conditional Use Permit at 908 Broadway Ave.
- B. Ordinance 1737: Rezoning of 1611 Kansas Ave.

**6. FORMAL ACTIONS**

- A. CMB Licenses 2021
- B. KDOT Cost Share Engineering Agreement

**7. DISCUSSION ITEMS**

- A. Sherman County Community Development Board Interlocal Agreement
- B. Review of Board Applicants
- C. Insurance Consultant Discussion

**8. REPORTS**

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

**9. ADJOURNMENT**

- A. Next Regular Meeting:  
Monday, December 21, 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.**

**GOODLAND CITY COMMISSION**  
**Special Meeting**

**November 13, 2020**

**4:30 P.M.**

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

**Mayor Garcia led Pledge of Allegiance**

**EXECUTIVE SESSION**

- A. Executive Session - Under the authority of KSA 75-4319(b)(1) for personnel matters for nonelected personnel** - Mayor Garcia made a motion at 4:30 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 ninety minutes. I request only the Commission and applicant for City Manager be present. Commissioner Farris seconded the motion. **MOTION carried by a VOTE of 5-0. Meeting resumed at 6:00 p.m.**

**ADJOURNMENT WAS HAD ON A MOTION** Commissioner Brumbaugh **seconded by** Commissioner Howard. **Motion carried by unanimous VOTE, meeting Adjourned at 6:00 p.m.**

**ATTEST:**

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**John Garcia, Mayor**

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**Mary P. Volk, City Clerk**

**GOODLAND CITY COMMISSION**  
**Regular Meeting**

**November 16, 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 Dustin Bedore – Director of Electric Utilities, Frank Hayes – Chief of Police, Sami Windle – Museum Director, Joshua Jordan – IT Director, Kenton Keith – Director of Streets and Facilities, Neal Thornburg – Director of Water and Wastewater, Danny Krayca – Director of Parks, Brian James – Fire Chief, Mary Volk - City Clerk and Andrew Finzen - City Manager, via telephone.

**Mayor Garcia led Pledge of Allegiance**

**PUBLIC COMMENT**

**Grady Bonsall** stated, I am here to express support for Topside Aquatics. I was asked to volunteer in March and there are a lot of people that come through the doors to work out. I support incentives as their program sets Goodland apart from other communities that do not have such a facility. People enjoy participating at Topside Aquatics.

**Lynn Knight** stated, I am not a resident of Goodland but am here with my son. I have lived in many metropolitan areas and you only find this type of facility in a metropolitan area. I use the pool for therapeutic sessions. The facility brings a lot to your community and something that is well served in the community to keep participation.

**Ben Schears** stated, when we moved to Goodland we joined and have been in involved swim team. This is a resource that is invaluable to the community. It is important for people to have something to do. They work well and are supported by the school and college. The College uses facility with students that need rehabilitation. More important this project was supported by the Dane Hansen Foundation, so it is important for the community to rally around project and show support. I speak in favor of the incentives.

**Janessa Volkmer** stated, I am also in support of Topside Aquatics. Counties in Kansas are rated on health outcomes based on quality of life, obesity rate, exercise opportunities, etc. Out of the 105 counties we were ranked 93 in 2018, then 84 in 2019 and in March 2020 we improved to 82. The pool gives the county a health spot. Thomas County is ranked 27, Cheyenne County is 66, Logan County is 23 and Rawlins County is 71, so we have a lot of work to meet expectations other counties have set.

**Janice Bonsall** stated, I had double knee surgery and the pool is an opportunity for me to have rehabilitation and stay healthy. Many people come to Goodland just to use pool. They have volunteers that get up at 4:30 a.m.to teach classes. I would like you to approve incentive to keep doors open.

**CONSENT AGENDA**

- A. 11/02/20 Commission Meeting Minutes**
- B. 11/04/20 Special Commission Meeting Minutes**
- C. 11/05/20 Special Commission Meeting Minutes**
- D. 11/11/20 Special Commission Meeting Minutes**
- E. 11/12/20 Special Commission Meeting Minutes**
- F. Appropriation Ordinances: 2020-22, 2020-22A, and 2020-P22**
- G. Authorization to Apply for KDOT Public Transportation Assistance Grant**  
**ON A MOTION** by Vice-Mayor Thompson to approve Consent Agenda **seconded** by Commissioner Farris. **MOTION carried on a VOTE of 5-0.**

**FORMAL ACTIONS**

- A. Topside Aquatics Incentives** - Andrew stated, two months ago this was on the agenda because their incentive had expired. The initial incentive was electricity at cost for six months. At that meeting they requested an extension or a permanent extension for incentive. The Commission approved a two

MINUTES

Goodland City Commission

November 16, 2020

Page 2

month extension and to possibly look at rate changes. The two month period has expired. We are looking for guidance from the Commission how to proceed. Mayor Garcia stated, there are many in favor of Topside Aquatics. There is not a business anywhere that could have predicted the impact of COVID. When I hear the word community, it means a group getting solutions in a fair minded way for the community in general. Dane Hansen Foundation supplemented funding for this facility. People are focused on expanding growth in community. To show an extension of support for their contributions to the community, the Foundation needs to see the community is behind project. We need to emphasize that this is a facility contributing therapy for people that cannot afford other therapy. The community benefits when we bring people to town. The organization is run by spirited, committed people to provide a facility that contributes to health. Volunteers take their time to run the facility that supports old and young. I feel we should reflect on those points when making decision. Commissioner Brumbaugh stated, we need to look at the bigger picture. I am in favor of the service they provide at a reasonable cost to citizens. It allows people to get in the door. There are many that have not been in facility because of COVID. Seniors in the community are anxious to participate in facility, but many are still at home until we get through COVID. It was a bad time to launch the facility. The facility was funded with \$75,000 from Dane Hansen Foundation, \$30,000 from Sherman County and many individual donors. It would be a shame not to help out and do our part, in relation to what others have done. It may not be a lot for the City but it is a lot to Topside Aquatics. The issue is they have a lot of money and hours of volunteer labor that is for nothing if doors closed. The biggest hurdle is the utilities. Unfortunately it is a big number, even with the incentives. We want the City to buy into project by offering utilities at cost. Pools lose money, but this is a service to our community. I am concerned with the Foundations if we do not do what we need to make this successful. This will help other non-profits going to the strategic doing board. I want to make sure our City supports the facility. It will hurt the community if we do not. There are concerns other businesses are on same meter. They need to be on their own meter and need to find a way to get that done. No one is in this project for the money. Other businesses need to be on their own meter. Commissioner Farris stated, my office is next door to the facility and I have seen how it helps people. **ON A MOTION by Commissioner Brumbaugh to approve extension of incentive of electric utilities sold to Topside Aquatics at cost for one year, contingent on the facility being on own meter seconded by Commissioner Garcia.** Commissioner Howard stated, we need to get other offices on their own meter and make sure landlord is not collecting money for utilities and not passing it on to Topside Aquatics who pay the bill. Shannon Cure, Board Member stated, I am not aware that is the case with the landlord; I have not seen leases for other office space. We knew this was a discussion when we signed lease. The landlord did a lot to get facility ready to open. In our lease, we will pay utilities for what landlord has done for us; we are using the bulk of electricity. There is not a whole lot going on in other offices. We never had a formula to get reimbursed by other offices. The landlord has done additional improvements for us. We can encourage him to set up additional meters. The building is not ideal from the high humidity from metal building. Utilities were a variable we could not budget. We had data from the individual we bought pool from, but they had a pool building. We do not have proper insulation in building. We bought pool November 2018 and it took a long time to find a building. This is not where we want to be on a permanent basis but felt we needed history for sustainability of facility in the community, with a vision to build a suitable facility. People are travelling into town to use our facility. It is good when we improve health in the community. To offer memberships at reasonable rates, we have to work something out. The pool will be featured in next Hansen Foundation magazine. We are getting calls from people in other communities on how to set up a facility. Many are watching to see if we are successful. Commissioner Howard stated, you need to follow up with landlord to see if money is there. Vice-Mayor Thompson stated, there is no one that feels this is not good for our community. We as a Commission have to be concerned with the precedent we are setting. We all have received many positive comments supporting facility. My

MINUTES

Goodland City Commission

November 16, 2020

Page 3

thought is we need to offer another rate to non-profit facilities. Large Commercial rate is our cheapest rate. We need to get something in the ordinance to tie to the Large Commercial rate. There are different organizations we donate to, I would be in favor of giving them the \$5,000 difference for being charged the Large Commercial rate. Mayor Garcia asked, what would be commencement date for extension? Shannon stated, our incentive has expired with bill we just paid. Commissioner Brumbaugh stated, I just do not want the discounted rate to lapse. I would continue incentive in November with condition they work to get on own meter. Andrew stated, I want to echo Vice-Mayor Thompson's concerns and caution commission that regardless of how this comes down, this action will set a precedence. It is an excellent addition to community, which is not contested by anyone. We do want to see it continue, but need to be careful how we incentivize a business. You are setting a precedence that opens the door for other non-profits to present same request. This places the burden on the City to ensure a business succeeds. You need to have a discussion as to whether this is the only time incentives are done this way then find a way to incentivize other businesses that come to City. NWK Technical College and Walmart are big benefits to the community. It would be disastrous to budget if those organizations make same request. We are not a private utility, but a public utility company which generates revenue for infrastructure for future development and to supplement general fund. I am not saying I am against it but we need a bigger discussion so we do not get put in a bad position. I urge the Commission to address the bigger picture going forward. Mayor Garcia stated, regarding the example of the College and Walmart there is not a financial obstacle there. We have a major contributor in Dane Hansen Foundation. We are in a transitional period and I intend to address your concerns with incoming manager. We have to address incentives on a case by case setting. Nothing is foreseeable with COVID. This is a point of contention that should come at budget time. Commissioner Brumbaugh stated, I wrestled with same issues, is it going to cause flood gates to open. This is 2020 with a Pandemic. We use incentives for business startup, not an established business. I would look at treating any startup business this way to help them get on their feet and to have an organization like this. Even with vaccines, we could be in this pandemic the third quarter next year. I feel we have justification with Topside Aquatics when looking at the bigger picture. I understand we do not want this to affect our budget. We do not want them to close doors with money supporting program startup. I feel there is justification. By giving them twelve months, we give them the opportunity to get on track and out from under the pandemic. I like the idea to discuss how we can solve problem for all non-profit organizations. I feel it is a good plan. Andrew stated, I appreciate Commission comments and thinking through both sides of issue. Vice-Mayor Thompson stated, I agree we need a better incentive plan in place. I hope the new board will come up with something. Topside Aquatics was given a good incentive package when started business but we are not incentivizing startup at this point. We will have other's come to us, are we going to do the same or are we going to set something in stone for everyone. Mayor Garcia stated, what we could do is allocate money to Topside Aquatics. Shannon has a good board that has explored different venues to resolve issue. People have been contributing time and energy for two years; I do not want to see it close. We will need to address this issue. Commissioner Howard stated, it is hard to see anything fail. I agree with Commissioner Brumbaugh and Vice-Mayor Thompson, but something needs to be set in stone so we will not have something come up again. If extension is for one year with the contingency, we can come up with a rate for non-profits. Commissioner Brumbaugh stated, this business is a big user; I guarantee with the next non-profit, issues will be different. It is hard to formulate an ordinance that fits all of them. Really have to take it case by case. **MOTION carried on a VOTE of 4-1 with Vice-Mayor Thompson casting the dissenting vote.**

- B. Health Insurance Consultant Contract** - Andrew stated, you have a proposed contract for USI and existing contract with PIC to review. We are looking how to proceed with insurance. Mayor Garcia asked, how do you feel about contract? Andrew stated, I reviewed contract, had questions and Robert has responded. It is pretty comparable to PIC for services provided and cost to City. Robert

MINUTES

Goodland City Commission

November 16, 2020

Page 4

Langhofer, USI stated, this is an important decision for the City and employees. As an organization USI is the largest independently held consultant in U.S. I am in Wichita but our regional office is in Denver. We do not sell insurance, we help organizations manage risk associated with health plans. What matters is that employees have access to their doctor. Three important stake holders in the plan are the employees, administration and the governing body. Employees are interested in how much will come out of check when they go to doctor and the care they receive with the insurance. They want to go to the doctors they want to. The administration team has to include HR to have a good plan to recruit employees. You want good tools to manage your program. Commission is a business and need to balance plan within overall budget. Whether it is a public or private company there is a balancing act of all three stakeholders, which is where USI will come in. Everyone wants best economical plan for employees but it is difficult to balance with the pandemic and increasing cost of health care. How we manage risk is to ensure employees understand plan and determine how other employers interact to maintain competitive environment we can afford. Need to determine if you are at right level of risk for self-funding plan. We will focus on options with BCBS. Your plan is grandfathered, which means neither your plan nor employee contributions have significantly changed since March 2010. So your plan has been fairly stable for ten years. Cost of health care has increased over the years. From a plan design standpoint, we can scale back costs of insurance by not having a grandfather plan. Mechanisms have changed with medications with ACA but you do not have flexibility because plan is grandfathered. We have to engage in those strategies to maintain a plan that is financially sustainable. Part of the process to managing risks is to get file from BCBS of the doctors employees are using to determine preferred doctors. Managing risk involves understanding plan and utilize underwriters to determine risk strategies for City. We work with other public entities where we have been very successful. Sometimes there are common misconceptions with insurance and losing grandfather status, but it is not all bad. There are advantages that come along with loss of grandfather status. If you do not lose status, there are opportunities lost. We do not care if lose BCBS, we are going to look at strategies to make a better plan. There are two decisions for the Commission. 1. Do you want to continue on same path when health care costs continue to accelerate? We do not know how the State or Federal government will contain COVID but we do know health care costs will continue to go up. 2. Do you have the right partner to help you navigate the best plan for the City and employees? Our goal is not to make things more difficult. Mayor Garcia stated, the employees need to ask questions to be informed. Andrew stated, the City currently has plan with BCBS and in the midst of COVID do you see a concern with shopping around in middle of a pandemic and costs being padded. Then in previous years the concern is runout on plans so the City is not left on the hook. Robert stated, the impact of COVID has shown claims for procedures performed from March to end of July have decreased. I would want to look at current claim experience with BCBS. Critical incident claims have not stopped. By evaluating where current claims are then ahead to 2021 we should know what to expect as to whether or not a claim is resolved. We would need to evaluate BCBS prescription drug trends where they expect a 10.2% increase from 2020 to 2021. On the medical side they are using a 7.62 to 8.2 % increase, but have to review overall utilization in both areas. What is our approach in COVID and self-funding? A claim is a claim for all insurance companies. The fixed cost side that needs to be reviewed. It does not hurt to go to market. Stop loss coverage is part of evaluating risk for clients. BCBS has strongest stop loss in market. For the run out, it depends if you have an incurred or paid contract. If incurred, the claim is covered by plan in place when claim is incurred. This is an important consideration when looking at other alternatives. Other stop loss insurance companies in market place engage in a laser method. This is where the insurance company looks at large medical conditions for all employees. If one employee is higher risk the City takes more risk and pays more stop loss. Those are items we get into when evaluate program. Commissioner Howard asked, are there hidden costs City can incur in contract? Robert stated, it is outlined in our contract, there are no additional costs for health insurance. Mary asked, is USI considered a third party and paying the

## MINUTES

Goodland City Commission

November 16, 2020

Page 5

insurance or does the City pay insurance vendor directly. Robert stated, the City pays directly. That only happens with property, liability, and work compensation, not health insurance. Lukas Wolak, employee asked, if we lose grandfather status is there a chance some things will no longer be covered? Robert stated, not with BCBS but it may change out of pocket amount. We try to eliminate that. We are here to manage plan and get most affordable plan available on market. It is uncomfortable for employees to have to change primary physicians. It is important to have a relationship with your primary physician. Lukas asked, with our proximity to Colorado, would there be changes in utilizing Colorado facilities if you change insurance companies. Robert stated, we need to look where people are going to continue getting care you need. Frank asked, I am not afraid of change in insurance but the frequency of change scares me. Robert stated, the City makes that determination. We will not advocate change every two years as that is too difficult for employees. It is about risk management and what works best for the City that it is not disruptive. Mayor Garcia asked, employees can still go to Denver and be covered? Robert stated, I would recommend that be part of any plan the City implements. Mayor Garcia stated, that is my concern. I do not want to take that away with our geographic area. Robert stated, whatever the Commission decides to do, I encourage communication with administration and that employees are involved in decision being made for employees. You need to be sensitive to employees. Commission direction will come from discussions with administration, employees and consultant. Vice-Mayor Thompson asked, if we enter contract with you, how long will it take to procure contract. Robert stated, you are March 1 renewal so need to start gathering data right away. Based on timeline, an RFP to vendors will take a month to get vendors engaged. I would try to have something back shortly before Christmas or right after. We meet with administration to discuss recommendations then bring in benefit committee to discuss recommendations and engage in questions. You need thirty to forty-five days before March 1 to get information to company. You still need to communicate with staff. Post COVID, many meetings are WebEx through an app, rather than in person. We prepare benefit guide with required notices and a video presentation on open enrollment. Last thing is deploy our benefit resource center for questions and help. There are several different tools made available to HR team and employees. Robert stated, you can push the renewal date but if you make changes the time frame is pretty small. If there are minor changes to policy, current ID cards will work. We guide City the entire time. Commissioner Brumbaugh asked, can we get a premium for our grandfather plan when looking at options? Robert stated, yes we will evaluate all options available. Commissioner Brumbaugh asked, you do all the legwork? Robert stated, yes. Commissioner Brumbaugh stated, you are the professional that is how I want it. Is there any way we can navigate framework for first couple years to make it easier with renewals and have a plan going forward. Robert stated, when we are discussing administration fees we can get them fixed for multiple years. It is difficult to get other cost proponents fixed for multiple years. We can lay out a three to four year strategic plan and make strategic changes each year. Commissioner Brumbaugh asked, is it possible to pool local resources like the School, Hospital, College and County to better leverage costs for our local hospital. Robert stated, that is possible, but issue is the college was in a consortium with other educational institutions. When we evaluated the consortium, their health risk was better than others so when taken out of the consortium their rates went down. Neal asked, are you looking at insurance as plan sits now, or is our out of pocket going to be more? Robert stated, after we evaluate numbers with BCBS and the numbers look good, we will discuss with administration but the City needs to make decision with costs. We need to discuss with administration what is going on from a budgetary perspective. Ultimately with health care costs going up I do not know how it is sustainable for any organization. We will work to keep benefits as rich as possible, sometimes not always possible. We will be honest the entire process. Mayor Garcia stated, with this contract we are only changing consultants not reviewing insurance. Vice-Mayor Thompson asked, has anyone extended offer to PIC to make presentation? Andrew stated, no. Vice-Mayor Thompson stated, some Commissioners have experience with PIC and how they conduct business, I do not have that

## MINUTES

Goodland City Commission

November 16, 2020

Page 6

experience. Is it right to cancel her contract without giving her the right to make a presentation? Commissioner Howard stated, I agree we have always said we need more bids, we need quotes from other consulting firms. Right now I feel we do not have a choice and you are telling us this is how we have to go. I feel we are being thrown this way since we do not have any other firms to choose from. We always ask for more bids on everything, we need more bids from consulting firms. Vice-Mayor Thompson stated, that is why I asked about timeline. I feel PIC should be invited to our next meeting to make presentation. Commissioner Brumbaugh stated, we are getting ourselves behind the eight ball with time line. I know where I am at. We have asked for other quotes in the past and I feel with USI every stone will be turned to get best benefit for employees. I feel a change is needed to be best stewards of money. Commissioner Farris stated, I remember dealing with PIC and she came in the last meeting possible indicating we have to approve a plan and I do not like the contract we had with them. Vice-Mayor Thompson stated, USI contract is comparable to PIC contract. Commissioner Howard stated, I do not like auto renewal clause in USI contract. Dustin asked, was there an IFB out for this service. Andrew stated, no. Commissioner Howard asked, who asked us to get contract from USI? Andrew stated, Mayor Garcia discussed it with Robert and asked him to provide a contract. Mayor Garcia stated, that is correct, I asked him and to direct his contract to Andrew and employees for review. Commissioner Howard stated, at a previous Commission meeting we agreed to bid the service. I am not saying he will not be good but we agreed to that. Mayor Garcia stated, I am not opposed to arrange a WebEx meeting with PIC to explain their proposal. We cannot wait until next meeting. I want fair playing ground and what is right for employees. We have never been educated that leaving grandfather plan could be beneficial. I feel Robert is providing a clean slate. Commissioner Brumbaugh stated, I feel fine but this is the same process we should have been going through with her. My main concern is are we going to get new rate with grandfather clause. I like the way things are going with Robert and would like to allow benefit team to work with him. I feel we have more flexibility and would be better stewards of money. Mayor Garcia stated, by going this way employees feel more comfortable and Commission would be informed and fair. Consensus of Commission is for Andrew to contact PIC to do WebEx meeting as soon as possible. Vice-Mayor Thompson stated, I would prefer in person meeting. Andrew stated, I will get back with Commission. Neal asked, when he was discussing timeline and needing to start as soon as possible, how is that different than currently? Commission Farris stated, I have heard the same thing every year and the Commission had to approve the policy now. Neal asked, was that communicated to her. Andrew stated, in Rhonda's defense we sit down with Rhonda ahead of time and discuss what Commission is looking for in renewal then she puts together those plans to present to Commission. In the past the Commission has been presented with a variety of plans that are not grandfathered. There is always an expedient turnaround on the time line. The Commission is shown what is quoted and reviewed. There are many in depth discussions that take place ahead of the plans being brought to the Commission. This process consistent with years past. Over the past couple years the window of what the Commission is looking for has changed, but plans were presented. Process is not ideal but driven by timeline of insurance company. Mayor Garcia stated, since I have been here, never has the Commission been exposed to all plans reviewed. It is a fair process to allow Rhonda to make presentation to Commission. Commissioner Brumbaugh asked, are there other consultants? I am in favor of it but we are on a timeline.

## REPORTS

- A. City Manager - 1.** It appears we were awarded grant through KDOT Aviation Department for Phase II of Taxiway B project. Last year we were awarded \$310,000 for Phase I. They have not had the press release, but unofficially we received a \$342,000 grant for Phase II of project once announcement is made. I commend EBH for preparing the grants for City. **2.** YEC is November 18<sup>th</sup> at 9a.m. at the Wolak building. The City partners with the school district so high school students can present

MINUTES

Goodland City Commission

November 16, 2020

Page 7

business plan that are judged and prizes awarded. **3.** Santa School House is November 28<sup>th</sup> and 29<sup>th</sup>. We received \$3,200 grant to get live reindeer at school house those days. **4.** Wednesday night the cemetery was broke into. They broke into maintenance shop which houses contractor's equipment and stole thousands of dollars of equipment. The police are working the case. We are hoping to recover equipment. Vice-Mayor Thompson asked, do we have insurance coverage on equipment? Andrew stated, we insure building but not contents. Joni insures her equipment.

**B. Cemetery Caretaker** – Joni Guyer, Cemetery Caretaker stated, rain would help everything. We are having to soak ground to dig graves. City crews need to be commended as they help when I need them. I have insurance on my equipment. I have been in touch with auction companies and pawn shops to look out for equipment being sold. They knew what they were after.

**C. Museum Director** – Sami stated, we have had 300 visitors, which is down but expected. We currently have a hunting exhibit through February. We are in process of remodeling the entrance. I think it will look good. Staff is researching exhibits for next year and working on collections. Commissioner Howard stated, the new store front was to have new doors but looks like they used existing doors. Why did we not update with insulated doors? Sami stated, I think it was because of the double door entrance to cut cost. Commissioner Howard stated, the project specifications were not bid that way. If you do not have insulated doors, you are not insulated. Sami stated, the General Contractor was to take care of that. Commissioner Howard asked, are the doors handicap? Sami stated, they are handicap accessible.

**D. City Commissioners**

**Vice-Mayor Thompson – 1.** I would like to have Andrew draft up an ordinance for utility rates of non-profit groups. Mayor Garcia stated, I think this would be better to leave to incoming manager.

**Commissioner Brumbaugh – 1. No Report**

**Commissioner Howard - 1.** In paper the upcoming zoning changes were published. I would prefer the Commission to get notice before it comes out in paper so not blind sighted. **2.** Where are we sitting with employees? Dustin stated, I lost one today and down one in power plant. Neal stated, I am down two.

**Commissioner Farris – 1.** Christmas lights are going up, that is good.

**E. Mayor – 1.** Appreciate candidness of discussion tonight. **2.** Wish everyone happy Thanksgiving.

**EXECUTIVE SESSION**

**A. Executive Session - Under the authority of KSA 75-4319(b)(1) for personnel matters for nonelected personnel** - Mayor Garcia made a motion at 8:00 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 thirty minutes. I request only the Commission be present. Commissioner Howard seconded the motion. **MOTION carried by a VOTE of 5-0. Meeting resumed at 8:30 p.m.**

**ADJOURNMENT WAS HAD ON A MOTION** Commissioner Farris **seconded** by Commissioner Howard. **Motion carried by unanimous VOTE, meeting adjourned at 8:30 p.m. Next meeting is scheduled for December 7, 2020.**

ATTEST:

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**John Garcia, Mayor**

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**Mary P. Volk, City Clerk**

**GOODLAND CITY COMMISSION**  
**Special Meeting**

**November 18, 2020**

**5:10 P.M.**

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

**Mayor Garcia led Pledge of Allegiance**

**EXECUTIVE SESSION**

- A. Executive Session - Under the authority of KSA 75-4319(b)(1) for personnel matters for nonelected personnel** - Mayor Garcia made a motion at 5:10 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 twenty minutes. I request only the Commission be present. Commissioner Farris seconded the motion. **MOTION carried by a VOTE of 5-0. Meeting resumed at 5:30 p.m.** Mayor Garcia made a second motion at 5:30 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 ten minutes. I request only the Commission be present. Commissioner Farris seconded the motion. **MOTION carried by a VOTE of 5-0. Meeting resumed at 5:40 p.m.**

**ADJOURNMENT WAS HAD ON A MOTION** Commissioner Farris **seconded** by Commissioner Howard. **Motion carried by unanimous VOTE, meeting Adjourned at 5:40 p.m.**

**ATTEST:**

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**John Garcia, Mayor**

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**Mary P. Volk, City Clerk**

**GOODLAND CITY COMMISSION**  
**Special Commission Meeting**

**November 23, 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 Dustin Bedore – Director of Electric Utilities, Joshua Jordan – IT Director, Frank Hayes - Police Chief, Kenton Keith – Director of Streets and Facilities, Neal Thornburg – Director of Water and Wastewater, LeAnn Taylor – Municipal Court Judge/Clerk, Danny Krayca – Director of Parks and Recreation, Mary Volk - City Clerk.

**Mayor Garcia led Pledge of Allegiance**

**EXECUTIVE SESSION**

- A. Executive Session - Under the authority of KSA 75-4319(b)(1) for personnel matters for nonelected personnel** - Mayor Garcia made a motion at 5:01 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 three minutes. I request only the Commission be present. Commissioner Farris seconded the motion. **MOTION carried by a VOTE of 5-0. Meeting resumed at 5:04 p.m.**

**FORMAL ACTIONS**

- A. Swearing in of City Manager** –Mayor Garcia stated, the Commission has been forwarded final draft of contract for review. **ON A MOTION by** Commissioner Farris to approve two year contract with Alan Lanning as City Manager, with a base salary of \$96,000 per year **seconded by** Commissioner Brumbaugh. **MOTION carried on a VOTE of 5-0.** Mayor Garcia introduced Alan Lanning as the new City Manager for the City of Goodland and welcomed him to the City. Mary administered Alan his Oath of Office. Mayor Garcia stated, we had twenty seven applications to narrow down. I commend the Commission for their professionalism in the decision to hire Alan from Hayden, Colorado, a community next to Steam Boat Springs. Alan has a lot of municipal experience especially with Planning and Zoning and has previously spent time in Goodland. Alan stated, it is going to be a quick turnaround, with first day of employment December 1, 2020. I look forward to moving community in a positive manner and to a long relationship.
- B. Health Insurance - PIC** – Rhonda Fernandez, PIC stated, our goal is to help City explore all opportunities with employee benefits. We want to help with solutions, strategize and ensure you stay in compliance. Your employee's are the heart and soul of your business and want to find middle ground with budget, keeping finances in order. We work with the Leadership Team, Administrative Team, Human Resources (HR) and employees. We keep administration on top of legislative initiatives to stay in compliance with ACA. For HR we maintain up to date employee packages and issue compliance memos. We have access to an HR hotline which your City has used for HR questions. We work with employees on open enrollment to discuss benefits then ongoing on a consistent basis with claims and your plan. The Leadership Team works through your benefit design to determine how to work through plans and stay within budget. During renewal we work to negotiate plans then provide renewal options for Commission. We complete annual reports calculating the actual cost of your plan. We evaluate claims and determine which ones will be carried forward and marketing to ensure every carrier sees your history. Claims are claims no matter who you are looking at. I do not want to bring in a plan that will not work with your claim history. You are located on Colorado border so it is extremely important for employees to be able to utilize doctors they are familiar with. When shopping we look at where employees are going to the doctor and the claims. We do not look at carriers that change rates frequently. I started PIC in 1999 and prior to that I worked with BCBS, so I have seen a lot of things happen with insurance. It is about relationships, not just your plan. We need to ensure employees get claims covered and know how insurance affects them. Plans have advanced and we work with administration and HR to stay in compliance on all issues. We submit Benefit Buzz briefings and Live Well-Work Well videos to the team monthly. Lately the briefings have included information on COVID and ways employees can stay healthy. There is a lot of information including a poster that is good to be posted in facilities to determine whether experiencing flu, cold or COVID

## MINUTES

Goodland City Commission

November 23, 2020

Page 2

symptoms. Our HR hotline has been used many times by your City with employee issues. They will provide information on how to handle situation within twenty-four hours. They have a number of attorneys available which has proven to be a good resource for supervisors. We have a lot of HR tool kits to ensure you have correct information. When I started servicing City years ago, we worked with Hinkle Law Firm to get your personnel manual in compliance. Employees are the reason I made the change from BCBS. I have no problem with customer service but the reason I started PIC is I enjoy working with employees. I meet with all new hires to ensure they understand your benefit package, then I work with them when eligible on decisions for Medicare so they do not get penalized. We do not sell any products, we simply make recommendations. We make sure employees receive annual notices required by ACA. Many employees are not familiar with FMLA so we discuss it so employees understand the law. In detail I go through employee benefit summary which includes your insurance package along with other products voluntarily offered to the employees. I enjoy working with your team. We work with you to keep City in compliance. ACA Compliance Overview for 2021 provides a lot of information like your grandfather plan and how you lose it, along with penalties when you do not meet self-funding requirements. We attend Hinkle compliance seminars to ensure we have up to date information and provide their legal compliance updates. This year information on COVID was distributed early to administration. We do many things day to day that Commission is not aware of or does not see. This group knows from experience we are here for the employees and they can call us if they need help with questions or issues. Goodland is a small town and it is not always easy to talk to people you know about personal information. Your group renews March 1, then in April we meet with administration for debrief and ensure have information need to plan for future. In June we review first quarter and previous year claims. We start looking forward to information happening in marketplace to see what information we need to address. We then review the second quarter and if we have to do health statements we get those started and review claims. Then we work on third quarter report and renewal where we negotiate plans and weed out carriers that cannot meet your claim needs and network. When meet with Leadership Team we present plans in marketplace that work with your group. We are in contact with people in your group several times a month. We have enjoyed working with the City and a pleasure working with the Commission, employees and administration. I am providing examples of the booklet of benefits that is distributed to employees. It is renewal time now and I have discussed your plan with BCBS. Many claims did not happen from March until end of May. BCBS refunded your May dental premium. You have had two large claims so utilization is high, and adding possible COVID claims is not helping our cause. I have some preliminary BCBS numbers I would like to share with you. The City of Goodland is currently self-funded. Fixed costs are paid to BCBS for administrative cost, processing claims and stop loss premium. We have been funding for claims up to our \$30,000 stop loss at the maximum to build up reserves. Budgeting estimated maximum funding for 2020, total cost is \$754,035. The 2021 fixed costs and funding at expected, is \$775,838. If employee's pay 5%, the total would be reduced by \$39,024. The estimated total for the City would be \$736,834 for 2021. Funding at expected you are looking at about a 3% overall increase. To renew your current plan, funding at maximum, including fixed costs is a total of \$890,275, without any employee contribution. You have self-funded for five years but reserves are not where I would like them to be. BCBS provided a fully insured Grandfathered quote for an estimated annualized total of \$696,157. If the employee pays 5%, \$40,800, the City estimated premium would be \$655,357. The fully insured quote is lower than the self-funded renewal. Based on your claims history BCBS is not expecting to pay as much in claims, as they are on the risk for 100% of claims when fully insured. Your two large claimant's utilization will not carry forward as they are no longer part of your group when looking at fully insured. Maybe funding at expected, or somewhere in between, and staying self-funded, is something to consider? If BCBS is projecting lower claims maybe the City should as well. Looking at a non-grandfather plan similar to what employees have now, employees will pay \$148,855, using a \$14.00 hourly wage, the maximum employee affordability factor is 9.83% of the employee household income, and City would pay \$821,326. The Non Grandfathered Plan self-funded total estimated maximum cost is \$970,181. More expensive than the Grandfathered Plan. I am currently working with BCBS, once I have final numbers, I can work with other carriers and I will have more information to share with City. Tyler Jones, employee sated, I am a testimonial of Rhonda's work with

MINUTES

Goodland City Commission

November 23, 2020

Page 3

employees. I welcomed my first child in February and were in Denver at Children's Hospital for three weeks. With some error on my part and mistakes made on insurance they claimed we were responsible for over \$250,000. Alice from PIC has been working on our claim non-stop. Even though she retired a few months back, she continues to work on the claim to see it through. She has been a savior for us. Mary stated, employees do not have a lot of questions of Rhonda because they are familiar with PIC and know how to contact them. Rhonda stated, it is about the relationships. Vice-Mayor Thompson asked, after you get numbers from BCBS you may shop with other carriers? Rhonda stated, I cannot shop with others until we get claim numbers from BCBS as other carriers want the claim information. We automatically shop every year to hold BCBS accountable. This year with COVID I will ask other companies for bids as soon as I receive November claim information. We go to the other big carriers, Aetna, United Health and Cigna. Overall I will have five that we get. We want good options to look at. Some will not match it because they know in the market they cannot compete. We review plans and decide which bids to bring to Leadership Team. Vice-Mayor Thompson asked, what are the benefits of remaining with the grandfather plan and what are benefits of losing it? Rhonda stated, we have remained with grandfather plan in past because it was the best rate for your group. In talking with BCBS representative, if you change to fully insured, the pool is not doing well. Once go that way you lose grandfather status. Benefits to losing grandfather status is that wellness cost remain at 100%. ACA allows the same in your plan but it costs more money. In the grandfather plan you know your costs whereas if non-grandfather plan, maximum out of pocket will increase to \$6300 up to \$12000 for family. If do not have threshold of a grandfather plan, employees could be spending a lot more money. If going to change plans, want to change when beneficial. If change to third party administrator, you can mirror BCBS plan. You want to protect City and employees. There are pluses and minus both ways. I feel if you can, you should include wellness benefit to ensure employees catch issues early with regular checkups. It is all about the money, you have flexibility but once you move, cannot get grandfather status back. Without a threshold it is difficult for employees when they are only making \$14 an hour. Mayor Garcia asked, the four major players are Aetna, United, BCBS and Cigna, right? Rhonda stated, yes. Commissioner Brumbaugh asked, what is stop loss? Rhonda stated, it is \$30,000 but you can change it anytime. Alan asked, is it an individual or aggregate? Rhonda stated, there are both. Aggregate is maximum funding cost of claims. You want to fund for maximum with three months runout. We continually review claims all year. Alan asked, does BCBS provide stop loss? Rhonda stated, yes that is why I like to go to third party administrator because they are shopping it to be competitive. You do not have that opportunity with BCBS. Alan asked, does BCBS pay prescriptions? Rhonda stated, yes. If choose non-grandfather plan, we may not be able to keep prescription coverage as it exists, but may have to add prescription card. You have low prescription costs because employee has to file then it pays 50/50 after deductible. If go to drug card, prescription utilization will go up. Alan asked, are there any public entities where premium is going down? Rhonda stated, yes I just recently had a renewal that went down, but are seeing most renewals increase because of COVID and carriers padding costs. Alan asked, is there a threshold for participation of fully insured plan? Rhonda stated, yes, 70% of eligible full time employees. The City has had a couple tough years but are maintaining. Commissioner Brumbaugh mentioned changing stop loss but there is a concern with the size of your group. With a group your size you want to stay at \$30,000 to \$50,000. Alan asked, is self-funding set up like a trust? Rhonda stated, with BCBS it is not a trust. With tax supported entities you want to fund plan at maximum for five years with three to six month runout. Then once reserves are built up you can fund plan to expected, then fund by utilizing reserves. Mayor Garcia asked, why do you have employees do health assessments? Rhonda stated, because when we work with third party administrator, we have data on prognosis, diagnosis and plan of treatment. When I work with BCBS, they will not release numbers and whether the claims are ongoing and continuing. I request and pay for the employee assessments to know I get a true quote from other carriers. You want to give other carriers as much data as can to provide a good bid. It is a hassle, but your employees are willing to complete them to make sure we have options. It also gives us information on prescription plan. I feel by doing them I have done my due diligence. Mayor Garcia stated, with stop loss carriers are the prescription managers transparent? Rhonda stated, we have some we work with that give some rebates, but we like the ones that return 100% rebates to the group. BCBS returns 80% and retains

MINUTES

Goodland City Commission

November 23, 2020

Page 4

20% of the Rx rebates to help stabilize pool. We work with PBM's that return 100% of the rebates. There is a new PBM in Kansas that is doing some out of the box thinking. Mayor Garcia asked, Alan we have had some interesting questions, what are your feelings? Do you need time? Alan stated, it is very complicated information. With third party administrators and prescription managers you never want to make a quick decision. I will have to determine where we stand. Vice-Mayor Thompson asked, our next meeting is December 7<sup>th</sup> is that enough time to do due diligence? Rhonda stated, I will make it happen. I have worked with the third part administrators a long time and have been picky who I work with. Alan asked, how many years has the City hit maximum? Rhonda stated, I believe we hit it one year. Alan stated, I will have to look at plan. Rhonda stated, I am willing to meet with you. Mayor Garcia stated, I am open to suggestions, we voted to have this meeting. We had another consultant that made a proposal. Alan needs to be in touch with other consultant as he was not here when presentation was given. Commissioner Howard stated, I would like to think about both plans and make decision next meeting. Vice-Mayor Thompson stated, that is the fair thing to do so we can digest information. Commissioner Brumbaugh stated, I am alright with whatever; we need to put the pieces together. Mayor Garcia stated, if Alan wants to call a special meeting to make decision, he can. This action does not affect insurance, only the consulting side. Commissioner Farris stated, we need to see what is best to stay in budget. Vice-Mayor Thompson stated, I appreciate Rhonda's presentation; you provided lots of good information. Based on what we have heard, I believe we have a hard time justifying any reason to cancel her contract. I do not see any conflict or differences between services of two firms. If we cancel her contract we have to have a justified reason. Mayor Garcia, we need to consider the leadership of new city manager to review information. He is hired to run the City and is experienced in insurance. Rhonda stated, we are working with a hospital in another community giving discounts to keep people using local hospital. You cannot do that with BCBS but can a third party administrator. We can do some creative things.

Mayor Garcia stated, I would like to extend my gratitude to Andrew Finzen for his years of service.

**ADJOURNMENT WAS HAD ON A MOTION** Commissioner Brumbaugh **seconded by** Commissioner Howard. **Motion carried by unanimous VOTE, meeting Adjourned at 6:55 p.m.**

ATTEST:

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**John Garcia, Mayor**

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**Mary P. Volk, City Clerk**

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				3784 AMAZON CAPITAL SERVICES						
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				2871 AMERICAN FAMILY LIFE						
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PR20201120	6	11/20/20		AFLAC ST DISB		11-00-0012	N	23.76	3045212	11/27/20 E
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PR20201120	8	11/20/20		AFLAC ST DISB		23-00-0012	N	17.82	3045212	11/27/20 E
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PR20201120	17	11/20/20		AM FD DISABILTY		15-00-0012	N	18.36	3045209	11/27/20 E
PR20201120	18	11/20/20		AF CRITICAL CR		11-00-0012	N	16.59	3045209	11/27/20 E
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16590	1	11/15/20		1521 KANSAS DEMO		11-09-2140		4999.00	62713	12/07/20
				B & K PUMPING, INC.				4999.00		
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				3774 B&H PHOTO-VIDEO						
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179848743	1	11/12/20	19205	UNIFI US8-150W CEMETERY CAMERA		11-19-3030		364.08	62714	12/07/20
882936745	1	11/17/20		SPEAKERS JBL CEILING LIVE STM		36-01-4010		168.48	62714	12/07/20
				B&H PHOTO-VIDEO				909.45		
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				3835 BAKER, APRIL						
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				374 BLACK HILLS ENERGY						
GEN20-102.59	1	11/09/20		GAS SERVICE		11-07-2100		102.59	62699	11/17/20
GEN20-437	1	11/09/20		GAS SERVICE		11-02-2100		66.46	62699	11/17/20
GEN20-438	1	11/09/20		GAS SERVICE		21-40-2100		180.90	62699	11/17/20
GEN20-440	1	11/17/20		GAS SERVICE		15-44-2100		71.97	62699	11/17/20
GEN20-440	2	11/17/20		GAS SERVICE		21-40-2100		71.97	62699	11/17/20
GEN20-447	1	11/18/20		GAS SERVICE		11-19-2100		163.19	62709	11/24/20
GEN20-448	1	11/19/20		GAS SERVICE		11-03-2100		468.93	62709	11/24/20
GEN20-451	1	11/24/20		GAS SERVICE POWER PLANT		15-40-2090		519.62	62716	12/07/20
				BLACK HILLS ENERGY				1645.63		
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				292 BORDER STATES INDUSTRIES						
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921074864	1	11/17/20	19416	CONDUIT, GALV ELBOW, COUPLING		15-42-3050		6048.89	62717	12/07/20
				BORDER STATES INDUSTRIES				8073.74		
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				3832 BOURGEIOS, JULIA						
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				BOURGEIOS, JULIA				51.00		
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				3833 BRONSON, LELANI						
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GEN20-441	2	11/18/20		WATER DEP REFUND	22-01-5070			1053.00	62702	11/18/20
CITY OF GOODLAND-REFUND A								2263.00		
3838 COLE, EVE										
GEN20-455	1	12/07/20		YEC/2020	38-01-4010			300.00	62721	12/07/20
COLE, EVE								300.00		
122 COMMERCIAL SIGN COMPANY I										
30622	1	11/24/20		MUV TAGS	11-02-3120			45.00	62722	12/07/20
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600 CONSTELLATION NEWENERGY G										
3055546	1	12/14/20		GAS SERVICE	15-40-2090			1146.87	62723	12/07/20
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172 EKLUND										
2006	1	8/03/20		WASSEMILLER/BOND RENEWAL	11-03-3120			100.00	62725	12/07/20
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2173	1	12/01/20		VANVLEET/BOND	11-02-2060			100.00	62725	12/07/20
EKLUND								250.00		
3800 EMC INSURANCE COMPANIES										

INVOICE NO	LN	DATE	PO NO	REFERENCE	TRACK		1099	NET	CHECK	PD DATE
					CD	GL ACCOUNT				
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3800 EMC INSURANCE COMPANIES										
L-08161703	1	11/11/20				21-40-2060		388.75	62700	11/17/20
L-08161703	2	11/11/20				21-42-2060		388.75	62700	11/17/20
L-08161703	3	11/11/20				23-41-2060		388.75	62700	11/17/20
L-08161703	4	11/11/20				23-41-2060		388.75	62700	11/17/20
L-08161703	5	11/11/20				15-40-2060		5248.11	62700	11/17/20
L-08161703	6	11/11/20				15-42-2060		5248.11	62700	11/17/20
L-08161703	7	11/11/20				15-44-2060		777.50	62700	11/17/20
L-08161703	8	11/11/20				11-02-2060		6608.71	62700	11/17/20
								-----		
EMC INSURANCE COMPANIES								19437.43		
211 FARM PLAN										
1886522	1	10/20/20		HUB CAP 3.95		11-11-3060		43.17	62726	12/07/20
1888583	1	10/23/20	19323	1/2" HYD HOSE/FITTING SKIDSTR		11-11-3060		181.28	62726	12/07/20
1889762	1	10/27/20		O-RING		21-40-3060		31.24	62726	12/07/20
1894385	1	11/05/20	19145	FUEL PUMP-POLARIS RANGER		11-02-3170		369.01	62726	12/07/20
								-----		
FARM PLAN								624.70		
2201 FASTENAL COMPANY										
KSCOB104507	1	11/02/20		6" SAW BLADE 3 COUNT		11-11-3120		70.35	62727	12/07/20
								-----		
FASTENAL COMPANY								70.35		
1591 FIRE APPARATUS										
2489	1	11/14/20		LADDER 1 AERIAL TESTING/WORK		11-07-3060		2454.67	62728	12/07/20
2492	1	11/22/20		DIVERTER VALVE		11-07-3060		169.00	62728	12/07/20
								-----		
FIRE APPARATUS								2623.67		
3778 GOODLAND REGIONAL MED										
PR20201120	1	11/20/20		GRMC		11-00-0012	N	337.37	62706	11/27/20
								-----		
GOODLAND REGIONAL MED								337.37		
3100 GRAINGER										
9671457316	1	10/01/20	19402	2 1/2" CAP SLIP		15-42-3050		8.01	62729	12/07/20
9710772543	1	11/09/20	19270	DIAL INDICATOR 0 TO 10MM		15-40-3060		242.78	62729	12/07/20
9711233180	1	11/09/20	19270	PRESSURE GAUGE		15-40-3060		120.90	62729	12/07/20
								-----		
GRAINGER								371.69		
3610 GUYER, JONI R.										
GEN20-461	1	12/07/20		CEMETERY CARE/DECEMBER 2020		11-19-2140	M	3708.34	62730	12/07/20
								-----		
GUYER, JONI R.								3708.34		
3729 GWORK										
2019-11636-1	1	10/25/20		GWORKS TAX RENEWAL		15-44-2140		570.75	62731	12/07/20
								-----		
GWORK								570.75		

INVOICE NO	LN	DATE	PO NO	REFERENCE	TRACK		1099	NET	CHECK	PD DATE
					CD	GL ACCOUNT				
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1056 H & H SPRINKLERS INC										
2240	1	6/16/20		BORE 4"PIPE 4TH & COLLEGE		21-42-2140		1600.00	62732	12/07/20
2271	1	8/31/20		BORE CONDUIT HS TRACK		15-42-3050		2091.70	62732	12/07/20
2281	1	10/31/20		BORE TENNIS COURT		15-42-3050		1440.00	62732	12/07/20
2281	2	10/31/20		CONDUIT NEXTECH BUILDING		15-42-3050		3470.15	62732	12/07/20
								-----		
H & H SPRINKLERS INC								8601.85		
3690 HAMPEL OIL										
91353517	1	10/16/20	19263	MOBIL DELVAV/PEGASUS LUBE OIL		15-40-3090		5252.90	62733	12/07/20
91365090	1	11/23/20	19263	PLANT LUBRICATING OIL		15-40-3090		2916.32	62733	12/07/20
								-----		
HAMPEL OIL								8169.22		
391 HOOVER LUMBER										
273738	1	10/27/20		TORNADO EXTEND U HOOK/BLADES		21-42-3020		55.64	62735	12/07/20
273894	1	10/30/20		SAND MIX 60#		11-11-3120		22.40	62735	12/07/20
274122	1	11/03/20		LED FLASHLIGHT		11-11-3030		29.60	62735	12/07/20
274200	1	11/05/20		LED BULB AIRPORT		11-13-3060		17.99	62735	12/07/20
274217	1	11/05/20		50 PC 3/8X 1-1/2X48 LATH		11-11-3120		39.58	62735	12/07/20
274241	1	11/05/20		SAWBLADE/SWZL 7TX6" TORCH		11-07-3120		25.36	62735	12/07/20
274461	1	11/10/20	19148	PAINT SUPPLIES VANGOGH SHELTER		11-21-3030		93.85	62735	12/07/20
274471	1	11/10/20	18526	PLYWOOD-SUPPLIES/CABINET		11-17-3120		190.23	62735	12/07/20
274489	1	11/10/20		SAW CHARGER BLADES		21-40-3020		1172.39	62735	12/07/20
274577	1	11/12/20		RETURN		11-17-3120		20.89-	62735	12/07/20
274877	1	11/18/20		LED LIGHTS-PARKS		11-15-3120		22.11	62735	12/07/20
275205	1	11/24/20		SWIVEL LIGHT CONTROL		15-42-3010		16.12	62735	12/07/20
275238	1	11/24/20		SPRAYPAINT/ROLLER/BRUSH/PAINT		15-40-3120		37.66	62735	12/07/20
275262	1	11/25/20		7" ADJUSTABLE HOLE CUTTER		15-40-3020		37.05	62735	12/07/20
								-----		
HOOVER LUMBER								1739.09		
3814 INDEPENDENT ELECTRIC										
TO-HSRI1712	1	11/11/20	18743	CRANE & HOIST REPAIR		15-40-3060		5010.34	62736	12/07/20
								-----		
INDEPENDENT ELECTRIC								5010.34		
3837 ISHAM, JAMES										
GEN20-456	1	12/07/20		YEC/2020		38-01-4010		500.00	62737	12/07/20
								-----		
ISHAM, JAMES								500.00		
1328 ITRON, INC.										
572752	1	11/11/20		HARDWARE MAINTENANCE		15-44-2140		1345.21	62738	12/07/20
								-----		
ITRON, INC.								1345.21		
2069 JOHN DEERE GOVERNMENT &										
1358	1	10/20/20	19131	GREASE GUN		11-15-3070		23.94	62739	12/07/20
1427	1	10/21/20		DOG HOUSE/DOG FOOD		11-03-3250		350.97	62739	12/07/20
4593	1	11/10/20		SCREWDRIVER, 18V BATTERIES		21-40-3020		348.96	62739	12/07/20
								-----		
JOHN DEERE GOVERNMENT &								723.87		

INVOICE NO	LN	DATE	PO NO	REFERENCE	TRACK		1099	NET	CHECK	PD DATE
					CD	GL ACCOUNT				
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1092 KANSAS CORP. COMM.										
GEN20-462	1	12/07/20		2011-00357		39-01-2050		100.36	62740	12/07/20
GEN20-462	2	12/07/20		2011-00571		39-01-2050		32.77	62740	12/07/20
								-----		
								133.13		
1072 KANSAS PAYMENT CENTER										
PR20201120	1	11/20/20		INCOME WITHOLD		11-00-0012	N	497.08	3045208	11/27/20 E
PR20201120	2	11/20/20		INCOME WITHOLD		15-00-0012	N	392.31	3045208	11/27/20 E
								-----		
								889.39		
79 KANSAS SECRETARY OF STATE										
GEN20-451	1	12/07/20		VOLK NOTARY FILING FEE		11-02-2060		25.00	62741	12/07/20
								-----		
								25.00		
3280 KB BODY & PAINT LLC										
1629	1	6/12/20		DUSTLESS YELLOW STRIPE MAIN		11-11-3120		275.00	62742	12/07/20
								-----		
								275.00		
3392 KLING, JAKE D.										
GEN20-459	1	12/07/20		ATTORNEY FEE/DECEMBER 2020		11-02-2140	M	4000.00	62743	12/07/20
								-----		
								4000.00		
262 KLOE/KKCI										
27526-2	1	9/15/20		DRIVE INN MOVIE		11-02-2130		200.00	62744	12/07/20
27526-7	1	10/15/20		DRIVE INN MOVIE		11-02-2130		200.00	62744	12/07/20
								-----		
								400.00		
523 KS PUBLIC EMP. RETIREMENT										
PR20201120	1	11/20/20		KPERS		11-00-0012	N	1861.85	3045207	11/27/20 E
PR20201120	2	11/20/20		KPERS		15-00-0012	N	1666.00	3045207	11/27/20 E
PR20201120	3	11/20/20		KPERS		21-00-0012	N	647.12	3045207	11/27/20 E
PR20201120	4	11/20/20		KPERS		23-00-0012	N	256.79	3045207	11/27/20 E
PR20201120	5	11/20/20		KPERS II		11-00-0012	N	1450.36	3045207	11/27/20 E
PR20201120	6	11/20/20		KPERS II		15-00-0012	N	1098.91	3045207	11/27/20 E
PR20201120	7	11/20/20		KPERS II		21-00-0012	N	76.75	3045207	11/27/20 E
PR20201120	8	11/20/20		KPERS II		23-00-0012	N	76.75	3045207	11/27/20 E
PR20201120	9	11/20/20		KPERS III		11-00-0012	N	3435.57	3045207	11/27/20 E
PR20201120	10	11/20/20		KPERS III		15-00-0012	N	1206.80	3045207	11/27/20 E
PR20201120	11	11/20/20		KPERS III		21-00-0012	N	196.65	3045207	11/27/20 E
PR20201120	12	11/20/20		KPERS III		23-00-0012	N	206.88	3045207	11/27/20 E
PR20201120	13	11/20/20		KPERS D&D		11-00-0012	N	461.85	3045207	11/27/20 E
PR20201120	14	11/20/20		KPERS D&D		15-00-0012	N	271.86	3045207	11/27/20 E
PR20201120	15	11/20/20		KPERS D&D		21-00-0012	N	63.01	3045207	11/27/20 E
PR20201120	16	11/20/20		KPERS D&D		23-00-0012	N	36.99	3045207	11/27/20 E
								-----		
								13014.14		

INVOICE NO	LN	DATE	PO NO	REFERENCE	TRACK		1099	NET	CHECK	PD DATE
					CD	GL ACCOUNT				
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3831 LANNING, ALAN										
GEN20-442	1	11/24/20		MILEAGE CITY MANAGER INTERVIEW	11-02-3120			203.55	62703	11/24/20
GEN20-443	1	11/24/20		HOTEL ROOM CITY MANAGER INTER	11-02-3120			142.38	62703	11/24/20
GEN20-444	1	11/24/20		LANNING RELOCATION EXPENSE	11-02-2140			2500.00	62703	11/24/20
GEN20-452	1	11/22/20		HOTEL ROOM COMMISSION MEETING	11-02-2190			98.01	62745	12/07/20
GEN20-452	2	11/22/20		MILEAGE	11-02-2190			435.85	62745	12/07/20
								-----		
								3379.79		
1053 LEAGUE OF KANSAS MUNICIPA										
20-2411	1	12/01/20		CITY MANAGER SEARCH	11-02-2140			4452.49	62746	12/07/20
								-----		
								4452.49		
3839 LOPEZ, JULIAN										
GEN20-454	1	12/07/20		YEC 2020	38-01-4010			600.00	62747	12/07/20
								-----		
								600.00		
726 MARTY ELECTRIC										
533	1	11/28/20		HAND DRYER WATER TREATMENT	36-01-4010	M		221.15	62748	12/07/20
534	1	11/28/20		HAND DRYER INSTALL POLICE DEPT	36-01-4010	M		244.67	62748	12/07/20
535	1	11/28/20		HAND DRYERS CITY BUILDING	36-01-4010	M		263.51	62748	12/07/20
536	1	11/28/20		HAND DRYERS-AIRPORT	36-01-4010	M		316.36	62748	12/07/20
537	1	11/28/20		HAND DRYER CITY SHOP	36-01-4010	M		556.10	62748	12/07/20
								-----		
								1601.79		
336 MID AMERICAN RESEARCH										
0716801	1	11/05/20	19410	RED PAINT	15-42-3050			618.55	62749	12/07/20
0717337	1	11/11/20	17331	BLUE & GREEN PAINT	21-42-3120			624.24	62749	12/07/20
								-----		
								1242.79		
2104 NATIONWIDE TRUST CO. FSB										
PR20201120	1	11/20/20		NATIONWIDE TRST	11-00-0012	N		325.00	3045211	11/27/20 E
PR20201120	2	11/20/20		NATIONWIDE TRST	15-00-0012	N		265.00	3045211	11/27/20 E
								-----		
								590.00		
3646 ND CHILD SUPPORT DIVISION										
PR20201120	1	11/20/20		ND CHILD SUPPOR	15-00-0012	N		114.93	3045213	11/27/20 E
								-----		
								114.93		
3418 NEWEGG BUSINESS INC										
1303091975	1	12/01/20	19208	SHARP TONER BLACK & CYAN	11-02-3120			251.97	62750	12/07/20
								-----		
								251.97		
3797 OASIS ENERGY, LLC										
3191	1	11/11/20		DIESEL	11-11-2020			5162.50	62751	12/07/20
								-----		
								5162.50		

INVOICE NO	LN	DATE	PO NO	REFERENCE	TRACK		1099	NET	CHECK	PD DATE
					CD	GL ACCOUNT				
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30 P I C										
2214	1	11/13/20		CONSULTING FEE/DECEMBER		11-21-2140		27.78	62753	12/07/20
2214	2	11/13/20		CONSULTING FEE/DECEMBER		11-02-2140		138.90	62753	12/07/20
2214	3	11/13/20		CONSULTING FEE/DECEMBER		11-03-2140		250.02	62753	12/07/20
2214	4	11/13/20		CONSULTING FEE/DECEMBER		11-04-2140		27.78	62753	12/07/20
2214	5	11/13/20		CONSULTING FEE/DECEMBER		11-07-2140		27.78	62753	12/07/20
2214	6	11/13/20		CONSULTING FEE/DECEMBER		11-09-2140		27.78	62753	12/07/20
2214	7	11/13/20		CONSULTING FEE/DECEMBER		11-11-2140		250.02	62753	12/07/20
2214	8	11/13/20		CONSULTING FEE/DECEMBER		11-15-3120		55.56	62753	12/07/20
2214	9	11/13/20		CONSULTING FEE/DECEMBER		11-17-2140		27.78	62753	12/07/20
2214	10	11/13/20		CONSULTING FEE/DECEMBER		21-40-2140		27.78	62753	12/07/20
2214	11	11/13/20		CONSULTING FEE/DECEMBER		21-42-2140		83.34	62753	12/07/20
2214	12	11/13/20		CONSULTING FEE/DECEMBER		23-41-2140		27.78	62753	12/07/20
2214	13	11/13/20		CONSULTING FEE/DECEMBER		23-43-2140		27.78	62753	12/07/20
2214	14	11/13/20		CONSULTING FEE/DECEMBER		15-40-2140		194.46	62753	12/07/20
2214	15	11/13/20		CONSULTING FEE/DECEMBER		15-42-2140		194.46	62753	12/07/20
2214	16	11/13/20		CONSULTING FEE/DECEMBER		15-44-2140		111.00	62753	12/07/20
								-----		
P I C								1500.00		
1903 PACE ANALYTICAL										
2060120080	1	11/20/20		ANALYSIS		21-40-2070		74.00	62754	12/07/20
								-----		
PACE ANALYTICAL								74.00		
2401 PAW WASH										
GEN20-460	1	12/07/20		ANIMAL CONTROL AGREE/DEC 2020		11-05-2140		2250.00	62755	12/07/20
								-----		
PAW WASH								2250.00		
3759 PRAIRIESPRINGS HOSPITALIT										
GEN20-452	1	12/07/20		REIMB SALES TAX		28-01-2050		2230.31	62756	12/07/20
								-----		
PRAIRIESPRINGS HOSPITALIT								2230.31		
1683 PRINCIPAL MUTUAL LIFE INS										
PR20201120	1	11/20/20		PRIN. MUTUAL		11-00-0012	N	90.73	62704	11/27/20
PR20201120	2	11/20/20		PRIN. MUTUAL		15-00-0012	N	241.80	62704	11/27/20
PR20201120	3	11/20/20		PRIN. MUTUAL		21-00-0012	N	41.97	62704	11/27/20
								-----		
PRINCIPAL MUTUAL LIFE INS								374.50		
1682 S & B MOTELS										
GEN20-453	1	12/07/20		REIMB SALES TAX		28-01-2040		4721.05	62757	12/07/20
								-----		
S & B MOTELS								4721.05		
1599 S & T COMMUNICATIONS										
6464	1	11/02/20		YELLOW PAGES ADVERTISING		11-21-2130		82.56	62758	12/07/20
								-----		
S & T COMMUNICATIONS								82.56		
1442 S & T COMMUNICATIONS, INC										
10491194	1	12/01/20		ALARMS		15-44-2180		37.10	62759	12/07/20

INVOICE NO	LN	DATE	PO NO	REFERENCE	TRACK		1099	NET	CHECK	PD DATE
					CD	GL ACCOUNT				
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1442 S & T COMMUNICATIONS, INC										
10491194	2	12/01/20		ALARMS		21-40-2180		10.70	62759	12/07/20
10491194	3	12/01/20		ALARMS		23-41-2180		12.37	62759	12/07/20
10491194	4	12/01/20		ALARMS		11-17-2180		12.37	62759	12/07/20
10491194	5	12/01/20		INTERNET		23-41-2180		29.96	62759	12/07/20
10491194	6	12/01/20		INTERNET		21-40-2180		39.96	62759	12/07/20
10491194	7	12/01/20		INTERNET		21-40-2180		9.96	62759	12/07/20
								-----		
S & T COMMUNICATIONS, INC								152.42		
407 SALINA SUPPLY COMPANY										
S100180694.001	1	11/16/20	17327	1" WATER METERS BADGER E		21-42-4070		10172.87	62761	12/07/20
S100181334.001	1	11/13/20	17332	VALVE BOX 39"-50" X 12		21-42-3050		810.00	62761	12/07/20
S100181334.001	2	11/13/20	17332	VALVE BOX 27"-37" X 8		21-42-3050		396.00	62761	12/07/20
S100181334.002	1	11/17/20	17332	6X13" SWIVEL & ANCHOR		21-42-3050		210.56	62761	12/07/20
S100181334.004	1	11/17/20	17332	4"X13" SWIVEL & SWIVEL ANCHOR		21-42-3050		336.00	62761	12/07/20
S100181334.004	2	11/17/20	17332	6"X13" SWIVEL & SWIVEL ANCHOR		21-42-3050		210.56	62761	12/07/20
S100181334.006	1	11/19/20	17332	MUELLER 4" A236123 GATE VALVE		21-42-3050		2271.93	62761	12/07/20
S100181334.008	1	11/20/20	17332	MUELLER 10" A236123 GATES		21-42-3050		11513.96	62761	12/07/20
S100181334.010	1	11/20/20	17332	SWIVELS/ANCHOR CPLS/ACCESS PK		21-42-3050		3455.87	62761	12/07/20
S100181334.012	1	11/24/20	17332	6" A-2361-23 GATE VALVE		21-42-3050		4057.00	62761	12/07/20
S100181588.001	1	11/05/20	18793	FIRE HYDRANT WRENCH/PROBE 4'		21-42-3020		83.26	62761	12/07/20
S100181588.001	2	11/05/20	18793	18V DEWALT METER CAN PUMP		21-42-3020		289.87	62761	12/07/20
S100181588.002	1	11/05/20		4' STEEL PROBE ROD BALL		21-42-3020		79.20	62761	12/07/20
S100182898.001	1	11/17/20	17334	YOKE W/BYPASS, METER 24/7STORE		21-42-3050		4366.19	62761	12/07/20
s100182898.002	1	11/19/20	17334	1 3/8" FILLER CVT TO 2" METER		21-42-3050		375.00	62761	12/07/20
								-----		
SALINA SUPPLY COMPANY								38628.27		
3836 SCHEARS, NATE										
GEN20-457	1	12/07/20		YEC 2020		38-01-4010		800.00	62762	12/07/20
								-----		
SCHEARS, NATE								800.00		
3840 SCHEOPNER, CLAIRE										
GEN20-453	1	12/07/20		YEC 2020		38-01-4010		150.00	62763	12/07/20
								-----		
SCHEOPNER, CLAIRE								150.00		
2265 SCHERMERHORN, KATHY										
GEN20-458	1	12/07/20		ANIMAL CONTROL DECEMBER 2020		11-05-2140	M	1500.00	62764	12/07/20
								-----		
SCHERMERHORN, KATHY								1500.00		
413 SCHLOSSER, INC.										
73141	1	11/12/20		5TH & COLLEGE CONCRETE		21-42-3050		95.00	62765	12/07/20
73151	1	11/16/20		5TH & COLLEGE CONCRETE		21-42-3050		170.00	62765	12/07/20
								-----		
SCHLOSSER, INC.								265.00		
421 SHARE CORPORATION										
151819	1	11/09/20	19143	10 HAND DRYERS-SPARK FUNDS		36-01-4010		287.00	62701	11/17/20
151819	2	11/09/20	19143	SANITIZER/SOAP SPARK FUNDS		36-01-4010		612.10	62701	11/17/20
								-----		

INVOICE NO	LN	DATE	PO NO	REFERENCE	TRACK		1099	NET	CHECK	PD DATE
					CD	GL ACCOUNT				
SHARE CORPORATION								899.10		
425 SHERMAN COUNTY TREASURER										
01947	1	11/11/20		WELCOME CENTER		11-02-2500		1354.48	62767	12/07/20
08501	1	11/11/20		LOBO		11-02-2500		19.68	62767	12/07/20
08617	1	11/11/20		LOBO		11-02-2500		22.12	62767	12/07/20
1340	1	11/11/20		AG USE LAND		11-02-2500		206.32	62767	12/07/20
1385	1	11/11/20		AG LAND		11-02-2500		2.75	62767	12/07/20
1610	1	11/11/20		ARTS CENTER		11-02-2500		180.00	62767	12/07/20
2263	1	11/11/20		WESTMORE ACRES		11-02-2500		66.78	62767	12/07/20
2280	1	11/11/20		AIRPORT		11-13-2500		7541.76	62767	12/07/20
2332	1	11/11/20		1008 MAIN		11-02-2500		255.00	62767	12/07/20
2432	1	11/11/20		POWERPLANT/MUSEUM/SHOP		15-44-2500		180.00	62767	12/07/20
3452	1	11/11/20		AG USE LAND		11-13-2500		2623.92	62767	12/07/20
3744	1	11/11/20		CITY BUILDING		11-02-2500		180.00	62767	12/07/20
3848	1	11/11/20		WOLAK BUILDING		11-02-2500		180.00	62767	12/07/20
5019	1	11/11/20		AG USE LAND		11-02-2500		11.40	62767	12/07/20
5049	1	11/11/20		AG USE LAND		11-02-2500		11.40	62767	12/07/20
5365	1	11/11/20		AIRPORT HANGARS		11-13-2500		10669.94	62767	12/07/20
7683	1	11/11/20		OFF ROAD VEHICHLES		11-02-2500		642.32	62767	12/07/20
SHERMAN COUNTY TREASURER								24147.87		
2818 SHIRAZ										
27-1	1	11/12/20		CITY MANAGER INTERVIEW MEAL		11-02-3120		204.86	62768	12/07/20
38	1	11/13/20		CITY MANAGER INTERVIEW MEAL		11-02-3120		184.69	62768	12/07/20
SHIRAZ								389.55		
427 SHORES NAPA										
181708	1	11/10/20		BRASS SCREW & NUTS		15-40-3120		4.80	62771	12/07/20
185447	1	10/26/20		AA BATTERIES		21-42-3120		7.99	62771	12/07/20
185477	1	10/26/20		BALL VALVE		15-40-3060		18.94	62771	12/07/20
185479	1	10/26/20		HALOGEN SEALED BEAMS		11-07-3170		13.73	62771	12/07/20
185511	1	10/26/20		BATTERY		21-42-3120		5.99	62771	12/07/20
185587	1	10/27/20		HEATERS		15-40-3060		81.72	62771	12/07/20
185656	1	10/27/20	19138	50 FT 12 GAUGE WIRE/NUTS		11-15-3030		14.09	62771	12/07/20
185717	1	10/28/20		OZZY JUICE/PIPE TREAD COMPOUND		15-40-3120		121.56	62771	12/07/20
185734	1	10/28/20		SHOP VAC		23-43-3020		119.99	62771	12/07/20
185759	1	10/28/20	19325	OIL/AIR/FUEL FILTER #26		11-11-3060		78.92	62771	12/07/20
185791	1	10/28/20		MULTI TOOL SET #2		11-11-3020		749.99	62771	12/07/20
185950	1	10/30/20		BUSHING ICE HAR, HOLE SAW SMAL		21-42-3020		26.29	62771	12/07/20
185958	1	10/30/20		BOLTS		15-40-3120		14.30	62771	12/07/20
185962	1	10/30/20		CAULK GUN/SEALANT/SHARPIES		15-40-3120		26.13	62771	12/07/20
186039	1	10/30/20		NUTS/BOLT/WASHER-SIGN PARTS		11-11-3120		16.53	62771	12/07/20
186172	1	11/02/20	19140	MERCON TRANNY FLUID		11-15-3070		3.91	62771	12/07/20
186172	2	11/02/20	19140	CAULK/TAPE/SEALANT		11-15-3030		17.37	62771	12/07/20
186265	1	11/02/20		22 PC BALL END		15-42-3020		16.87	62771	12/07/20
186318	1	11/03/20	19326	TIE ROD/IDLER ARM & BRACKET #5		21-42-3060		144.58	62771	12/07/20
186390	1	11/03/20		PIPE STRAP		15-42-3120		2.61	62771	12/07/20
186787	1	11/06/20		PLUG & FLAT PLUG		15-42-3120		43.69	62771	12/07/20
186897	1	11/09/20		SAWZALL BLADE/PVC CEMENT		15-42-3120		67.32	62771	12/07/20
186915	1	11/09/20		UTILITY ROLL/HOSE/RING		11-07-3060		34.91	62771	12/07/20
187111	1	11/10/20		PLIERS, SLEDGE HAMMER, BAR SET		21-42-3020		303.47	62771	12/07/20

INVOICE NO	LN	DATE	PO NO	REFERENCE	TRACK		1099	NET	CHECK	PD DATE
					CD	GL ACCOUNT				
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427 SHORES NAPA										
187112	1	11/10/20		WISE/PRYBAR/TORCH/PWR GRIP SET		21-42-3020		546.09	62771	12/07/20
187141	1	11/11/20	19327	BELT, OIL, FILTER PARKS RANGER		11-15-3060		107.15	62771	12/07/20
187433	1	11/13/20		COUPLING		21-40-3030		4.29	62771	12/07/20
187581	1	11/16/20		WATER PUMP #41		15-42-3060		109.50	62771	12/07/20
187785	1	11/17/20		SCREW POST		15-40-3120		30.00	62771	12/07/20
188003	1	11/19/20		FEMALE ELECTRICAL OUTLET		15-42-3120		5.44	62771	12/07/20
188288	1	11/23/20		OUTLET, BLANK, LIGHT COVERS		11-02-3030		20.08	62771	12/07/20
188348-1	1	11/23/20		ELECTRICAL COVER		11-02-3030		.59	62771	12/07/20
								-----		
SHORES NAPA								2758.84		
3767 STABLE PRODUCTIONS RANCH										
GEN20-445	1	11/24/20		REINDEER RENTAL/GRANT		38-01-4010		3000.00	62708	11/24/20
								-----		
STABLE PRODUCTIONS RANCH								3000.00		
438 STANION WHOLESALE ELECTRI										
5022898-02	1	11/04/20	19406	40 AMP DEFINITE		15-40-3060		563.31	62772	12/07/20
5035120-00	1	11/10/20	19415	WASHERS, 4" EMT/PVC & IMC		15-42-3050		7733.14	62772	12/07/20
5035120-01	1	11/10/20	19415	15KV 200A ELBOW ELASTIMOLD		15-42-3050		570.62	62772	12/07/20
								-----		
STANION WHOLESALE ELECTRI								8867.07		
3669 THE ANIMAL HOUSE VETERINA										
GEN20-448	1	10/16/20		S AUSTIN RABIES		11-05-2140		18.00	62773	12/07/20
								-----		
THE ANIMAL HOUSE VETERINA								18.00		
1551 THE J.P. COOKE CO.										
648197	1	11/11/20		700 DOG TAGS AND S HOOKS		11-05-3120		110.70	62774	12/07/20
								-----		
THE J.P. COOKE CO.								110.70		
1286 USA BLUEBOOK										
415146	1	11/10/20	17333	6' LONG HANDLE DIPPERS X 6		23-43-3120		524.60	62775	12/07/20
								-----		
USA BLUEBOOK								524.60		
2784 USD # 352										
GEN20462	1	11/24/20		SCHOOL TAX NOVEMBER 2020		11-02-2050		24618.49	62776	12/07/20
								-----		
USD # 352								24618.49		
1651 VAN DIEST SUPPLY COMPANY										
87757	1	9/17/20	19111	FRESH CUT ODOR REDUCTION		11-15-3040		128.00	62777	12/07/20
								-----		
VAN DIEST SUPPLY COMPANY								128.00		
3524 VERIZON										
9866066131	1	11/23/20		CELL PHONE		11-03-2180		378.50	62778	12/07/20
9866066131	2	11/23/20		IPAD		11-06-2180		40.01	62778	12/07/20
9866066131	3	11/23/20		CELL PHONE		21-40-2180		145.84	62778	12/07/20
9866066131	4	11/23/20		CELL PHONE/IPAD		15-42-3120		105.85	62778	12/07/20

INVOICE NO	LN	DATE	PO NO	REFERENCE	TRACK		1099	NET	CHECK	PD DATE
					CD	GL ACCOUNT				
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				3524 VERIZON						
9866066131	5	11/23/20		IPAD		21-40-2180		40.03	62778	12/07/20
				VERIZON				710.23		
-----										
				2895 VISION CARE DIRECT ADM.						
PR20201120	1	11/20/20		VISION CARE DIR		11-00-0012	N	103.85	62705	11/27/20
PR20201120	2	11/20/20		VISION CARE DIR		15-00-0012	N	96.79	62705	11/27/20
PR20201120	3	11/20/20		VISION CARE DIR		23-00-0012	N	9.78	62705	11/27/20
				VISION CARE DIRECT ADM.				210.42		
-----										
				640 WAL*MART						
01396	1	11/10/20	18527	DUSTPAND/PAPER/TARGETS		11-17-3120		28.78	62780	12/07/20
04158	1	11/05/20		GLOVES PENS COFFEE		15-44-3120		82.85	62780	12/07/20
04890	1	10/20/20		1.7 CUBIC FOOT FRIDGE		23-41-3120		79.00	62780	12/07/20
04913	1	11/03/20		8X10 PHOTO FRAMES		11-03-3120		5.94	62780	12/07/20
05125	1	11/09/20		VACUUM		15-40-3120		92.65	62780	12/07/20
05341	1	10/23/20		CREAMER/CUPS/CLEANING SUPPLIES		15-40-3120		75.43	62780	12/07/20
05358	1	10/23/20		CARDS/CLEANING SUPPLIES/WATER		11-02-3120		44.40	62780	12/07/20
06397	1	11/06/20		22" MONITOR		23-43-3120		84.00	62780	12/07/20
06424	1	10/21/20		WELCOME CENTER SUPPLIES		11-02-3120		12.84	62780	12/07/20
06961	1	10/24/20		SUPPLIES		11-03-3120		49.02	62780	12/07/20
07200	1	10/23/20		THEROMETER		11-02-3120		34.92	62780	12/07/20
07200	2	10/23/20		THEROMETER		21-40-3120		34.92	62780	12/07/20
07200	3	10/23/20		THEROMETER		11-15-3120		34.92	62780	12/07/20
07200	4	10/23/20		THEROMETER		11-11-3120		34.92	62780	12/07/20
07200	5	10/23/20		MASKS		11-11-3120		7.44	62780	12/07/20
07726	1	11/09/20		CLEANING SUPPLIES		11-11-3120		208.69	62780	12/07/20
				WAL*MART				910.72		
-----										
				2899 WEAR PARTS & EQUIP CO						
15873	1	11/17/20		GRADER BLADES HEAT TREATED		11-11-3120		715.88	62781	12/07/20
15877	1	11/17/20		50' TWIST CHAIN		11-11-3120		545.86	62781	12/07/20
				WEAR PARTS & EQUIP CO				1261.74		
-----										
				***** REPORT TOTAL *****				237930.89		

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	5,005.81		
11-00-0001	GENERAL OPERATING CASH	SS/MED EMPE GEN		5,005.81	1
15-00-0011	ELECTRIC EMP TAX A/P	SS/MED EMPE ELE	2,029.87		
15-00-0001	ELECTRIC CASH	SS/MED EMPE ELE		2,029.87	1
21-00-0011	WATER EMP TAX A/P	SS/MED EMPE WAT	473.37		
21-00-0001	WATER CASH	SS/MED EMPE WAT		473.37	1
23-00-0011	SEWER EMP TAX A/P	SS/MED EMPE SEW	279.21		
23-00-0001	SEWER CASH	SS/MED EMPE SEW		279.21	1
11-00-0011	GENERAL EMP TAX A/P	SS/MED EMPE GEN	5,005.81		
11-00-0001	GENERAL OPERATING CASH	SS/MED EMPE GEN		5,005.81	1
15-00-0011	ELECTRIC EMP TAX A/P	SS/MED EMPE ELE	2,029.87		
15-00-0001	ELECTRIC CASH	SS/MED EMPE ELE		2,029.87	1
21-00-0011	WATER EMP TAX A/P	SS/MED EMPE WAT	473.37		
21-00-0001	WATER CASH	SS/MED EMPE WAT		473.37	1
23-00-0011	SEWER EMP TAX A/P	SS/MED EMPE SEW	279.21		
23-00-0001	SEWER CASH	SS/MED EMPE SEW		279.21	1
11-00-0011	GENERAL EMP TAX A/P	FED TAX GEN	8,059.66		
11-00-0001	GENERAL OPERATING CASH	FED TAX GEN		8,059.66	1
15-00-0011	ELECTRIC EMP TAX A/P	FED TAX ELE	1,868.95		
15-00-0001	ELECTRIC CASH	FED TAX ELE		1,868.95	1
21-00-0011	WATER EMP TAX A/P	FED TAX WAT	510.02		
21-00-0001	WATER CASH	FED TAX WAT		510.02	1
23-00-0011	SEWER EMP TAX A/P	FED TAX SEW	239.03		
23-00-0001	SEWER CASH	FED TAX SEW		239.03	1
11-00-0011	GENERAL EMP TAX A/P	STATE TAX GEN	2,659.72		
11-00-0001	GENERAL OPERATING CASH	STATE TAX GEN		2,659.72	1
15-00-0011	ELECTRIC EMP TAX A/P	STATE TAX ELE	1,057.32		
15-00-0001	ELECTRIC CASH	STATE TAX ELE		1,057.32	1
21-00-0011	WATER EMP TAX A/P	STATE TAX WAT	255.70		
21-00-0001	WATER CASH	STATE TAX WAT		255.70	1
23-00-0011	SEWER EMP TAX A/P	STATE TAX SEW	135.14		
23-00-0001	SEWER CASH	STATE TAX SEW		135.14	1
07-01-5030	SELF INSUR BCBS STOP LOSS PYMT	STOP LOSS 11/17	3,418.63		
07-00-0001	SELF INSUR CASH	STOP LOSS 11/17		3,418.63	1
07-01-5030	SELF INSUR BCBS STOP LOSS PYMT	STOP LOSS11/24	2,962.25		
07-00-0001	SELF INSUR CASH	STOP LOSS11/24		2,962.25	1
		Journal Total :	36,742.94	36,742.94	
		Sub Total	36,742.94	36,742.94	
		** Report Total **	36,742.94	36,742.94	

FUND	NAME	DEBITS	CREDITS
07	SELF INSURANCE	6,380.88	6,380.88
11	GENERAL	20,731.00	20,731.00
15	ELECTRIC UTILITY	6,986.01	6,986.01
21	WATER UTILITY	1,712.46	1,712.46
23	SEWER UTILITY	932.59	932.59
TOTALS		36,742.94	36,742.94

\*\* 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	6,380.88	6,380.88-
07-01-5030	SELF INSUR BCBS STOP LOSS PYMT	6,380.88	.00	6,380.88
11-00-0001	GENERAL OPERATING CASH	.00	20,731.00	20,731.00-
11-00-0011	GENERAL EMP TAX A/P	20,731.00	.00	20,731.00
15-00-0001	ELECTRIC CASH	.00	6,986.01	6,986.01-
15-00-0011	ELECTRIC EMP TAX A/P	6,986.01	.00	6,986.01
21-00-0001	WATER CASH	.00	1,712.46	1,712.46-
21-00-0011	WATER EMP TAX A/P	1,712.46	.00	1,712.46
23-00-0001	SEWER CASH	.00	932.59	932.59-
23-00-0011	SEWER EMP TAX A/P	932.59	.00	932.59
TRANSACTION TOTALS		36,742.94	36,742.94	.00

# PAYROLL REGISTER

ORDINANCE #2020-P23

11/27/2020

<u>DEPARTMENT</u>	<u>GROSS PAY</u>
GENERAL	66,312.01
ELECTRIC	27,184.95
WATER	6,300.58
SEWER	3,698.89
TOTAL	<u>103,496.43</u>

PASSED AND SIGNED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020

\_\_\_\_\_  
CITY CLERK

\_\_\_\_\_  
MAYOR

LIBRARY CONTRACT

THIS AGREEMENT MADE THIS 30 th, day of OCTOBER 2020, by and between the Board of County Commissioners of Sherman County, Kansas, the same being the governing body of said municipality; and the City of Goodland, Kansas, by and through the City of Goodland, Kansas, by and through the City Commissioners, the same being the governing body of said municipality; and the Board of Trustees of the Goodland Library, the same being the City Library of said City,

WITNESSETH:

The City of Goodland, Kansas, and more particularly the City Library of said City, shall for the consideration hereinafter mentioned furnish library service to the municipality of Sherman County, Kansas, said Sherman County being a municipality without library service at this time, other than contractual service.

The library service to be furnished shall include all the facilities of the Goodland City Library including the reference service to the Kansas State Library in Topeka, Kansas, and any other library service subscribed to by said library.

It is mutually agreed and understood by the parties hereto that all residents of Sherman County availing them of the library service provided herein shall be subject to the rules and regulations of the Goodland City Library.

This library service shall commence on the 1st day of January 2021, and shall terminate on the 31st day of December 2020, for a term of twelve (12) months.

The consideration for this Agreement shall be the sum of Twenty-Five Thousand Dollars (\$25,000.00) payable by said Board of County Commissioners to the Goodland City Library, Goodland, Kansas.

It is mutually agreed and understood by the parties hereto that the library services described herein are being contracted for the time as described herein.

The parties agree that the Sherman County Board of County Commissioners may repudiate this contract in its entirety if, at the budget hearing which is held annually by the Sherman County Commissioners, objection is voiced at those budgetary hearing to the funding provided hereby and if in the discretion of the Sherman County Board of County Commissioners, the funding of this agreement should be withheld.

IN WITNESS WHEREOF, the Governing Bodies to this contract have affixed their signatures per their respective members the date first above written.

The contract is made pursuant to K.S.A. 12-1230.

Dated: October 30, 2020

BOARD OF COUNTY COMMISSIONERS  
OF SHERMAN COUNTY, KANSAS

Larry Enfield  
LARRY ENFIELD

Rodney A. Blake  
RODNEY BLAKE

John Topliff  
JOHN TOPLIFF

Ashley N. Mann  
Attest



CITY OF GOODLAND

\_\_\_\_\_  
MAYOR OF GOODLAND

\_\_\_\_\_  
ATTEST

BOARD OF TRUSTEES OF  
THE GOODLAND PUBLIC LIBRARY

Sharon Gregory  
PRESIDENT

Karen Hillihan  
ATTEST:



ORDINANCE NO. 1736

AN ORDINANCE GRANTING APPROVAL OF A CONDITIONAL USE PERMIT FOR THE OPERATION OF COMMERCIAL STORAGE UNITS ON CERTAIN LANDS LOCATED IN THE CITY OF GOODLAND, KANSAS. UNDER THE AUTHORITY GRANTED BY THE ZONING REGULATIONS OF THE CITY OF GOODLAND, KANSAS.

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

SECTION 1. APPROVAL AND CONDITIONS.

That having received an application packet from the Building Official, and proper notice having been given and hearing held as provided by law and under the authority of and subject to the provisions of the City of Goodland, Kansas Zoning Regulations, a Conditional Use Permit for the operation of commercial storage units is hereby approved subject to the following conditions:

- (a) None.

SECTION 2. LEGAL DESCRIPTION.

That this conditional use permit shall be valid for property leally described as follows:

CONDITIONAL USE PERMIT CASE NO. 11012020

Goodland Original Town Block 51 Lots 4 thru 5. Commonly known as 908 Broadway Ave.

SECTION 3. EFFECTIVE DATE. Ordinance will take effect 14 days after approval from the City Commission, no submittals of appeals from the public to the City Clerk's Office during the 14-day time frame, and after being published in the newspaper.

PASSED AND ADOPTED this 7<sup>th</sup> day of December, 2020, by the Governing Body of the City of Goodland, Kansas.

\_\_\_\_\_  
John Garcia, Mayor

ATTEST:

\_\_\_\_\_  
Mary P. Volk, City Clerk



ORDINANCE NO. 1737

AN ORDINANCE CHANGING THE ZONING CLASSIFICATIONS OR DISTRICTS OF CERTAIN LANDS LOCATED IN THE CITY OF GOODLAND, KANSAS, UNDER THE AUTHORITY GRANTED BY THE CITY OF GOODLAND, KANSAS ZONING REGULATIONS

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

SECTION 1. ZONING CHANGE. That having received a recommendation from the Building Official, and proper notice having been given and hearing held as provided by law and under the authority of and subject to the provisions of the City of Goodland, Kansas Zoning Regulations, the zoning classification or districts of the lands legally described hereby are changed as follows:

Zone changed from “R-1” Residential, Single-family and two-family district, to “C-1” General business district for property legally described and generally located as follows:

Goodland City Tracts Section 19 Township 8 Range 39 Part SE ¼ beginning 20 feet west and 83 feet south of NW corner of Lot 1 Block 12 CK and N Addition then south 146 feet west 60 feet north 146 feet east 60 feet. Commonly known as 1611 Kansas Ave.

SECTION 2. ZONING MAP. That upon the taking effect of this Ordinance, the above zoning changes shall be entered and shown on the “Official Zoning Map” previously adopted by reference, and said official zoning map is hereby reincorporated as a part of the Zoning Regulation as amended.

SECTION 3. EFFECTIVE DATE. Ordinance will take effect 14 days after approval from the City Commission, no submittals of appeals from the public to the City Clerk's Office during the 14-day time frame, and after being published in the newspaper.

PASSED AND ADOPTED this 7<sup>th</sup> day of December, 2020, by the Governing Body of the City of Goodland, Kansas.

\_\_\_\_\_  
John Garcia, Mayor

ATTEST:

\_\_\_\_\_  
Mary P. Volk, City Clerk

**CEREAL MALT BEVERAGE LICENSE**

Consumption on the premises

PIZZA HUT

In original and unopened containers not for Consumption on the premises

CORNER MARKET

CASEY'S GENERAL STORE

24/7 TRAVEL STORE

COWBOY CORNER XPRESS

WAL-MART STORES, INC.- **Pending Inspection Approval**

DOLLAR GENERAL – **Pending Inspection Approval**

TRAVEL SHOPPE #6 – **Pending Background**

# ENGINEERING SERVICES CONTRACT

for

## **Goodland Street Improvements 2021**

**Goodland, Kansas**

*This Contract* is made and executed in duplicate this \_\_\_\_ day of \_\_\_\_\_, 2020, by and between 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.

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

Street Improvements in conjunction with the Kansas Department of Transportation Cost Share Program funds and Local Match Funds including but not limited to pavement, curb, drainage, sidewalk and gutters at the following locations:

17<sup>th</sup> Street –Main to Montana

2<sup>nd</sup> Street – Kansas to approximately 400' west

### **SECTION 1 – ENGINEERING SERVICES**

#### **1.1 DESIGN SERVICES**

- 1.1.1 Develop Street Improvements construction documents (plans, construction details, engineer opinion of probable cost, contract documents and specifications) required to receive Kansas Department of Transportation (KDOT) Cost Share Program approval. **ENGINEER** will submit the required plan sets to KDOT, and if requested will perform a field check with **OWNER**'s representatives. **ENGINEER** will submit for required permits and obtain approvals from KDOT on behalf of the **OWNER**. **ENGINEER** will submit to the **OWNER**, and to KDOT upon request, progress reports at either monthly or other mutually agreed intervals. **ENGINEER** will let the **PROJECT** for bid at some point in time between January 1, 2021 and June 1, 2021, exclusive of delays beyond the **ENGINEER**'s control.
- 1.1.2 Provide digital construction drawing files to **OWNER** and KDOT in Adobe Acrobat (.pdf) format. Two (2) printed copies of the **PROJECT** Drawings will be provided to the **OWNER**.
- 1.1.3 Perform topographic survey of all locations necessary for design services.
- 1.1.4 Consult with Utility Companies and provide information to them regarding the proposed construction, as necessary.
- 1.1.5 Review Preliminary plans with **OWNER**.
- 1.1.6 Assist **OWNER** in advertising the **PROJECT** for bids. Printing and publishing costs for published advertising (newspapers, trade journals, etc.) to be borne by **OWNER**.
- 1.1.7 Provide bidding documents to the Bidders.

- 1.1.8 File Notice of Intent (NOI) for Stormwater Pollution Prevention Permit, cost of permit to be borne by owner.
- 1.1.9 Attend bid opening and prepare bid tabulation.
- 1.1.10 Prepare and provide recommendations and assist **OWNER** in award of construction contract.
- 1.1.11 Attend meetings and coordinate with **OWNER** as needed.

## **1.2 CONSTRUCTION ENGINEERING SERVICES**

- 1.2.1. Conduct a preconstruction conference with the Contractor, **OWNER's** Representatives, **ENGINEER** and other interested parties to discuss the **PROJECT** and the Contractor's schedule.
- 1.2.2 Review equipment/shop drawings and other submittals by the construction contractor(s).
- 1.2.3. Provide qualified and KDOT certified Resident **PROJECT** Representatives who will observe the work and materials as necessary while construction is in progress. Such observation does not guarantee the work of the contractor nor provide any control over the contractor's work method. The presence or absence of the **PROJECT** Representative does not relieve the contractor of the responsibility to properly prosecute the work, nor of the contractor's responsibility for safety at the work site.
- 1.2.4 Testing of concrete properties by certified personnel and laboratory. Includes field testing by as well as delivery to sub-consultant's certified laboratory in Garden City KS or Hays KS, at **ENGINEER's** discretion, and sub-consultant laboratory testing fees.
- 1.2.5 Testing of soil density via nuclear density testing gauge.
- 1.2.6 Review the contractor's monthly payment estimates and forward approved payment estimates to the **OWNER** for payment.
- 1.2.7 Create as-built drawings.
- 1.2.8 Make final observation of the completed **PROJECT** with **OWNER**.

## **1.3 CHANGE IN SERVICES**

- 1.3.1 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 the **ENGINEER** concerning the **PROJECT** including all available plans, maps, plats, proposed construction plans, grant conditions, other reports and correspondence, and the **OWNER’s** recommendations. **OWNER** shall provide personnel and equipment as necessary to assist in locating **OWNER’s** existing utilities.
- 2.2 **OWNER** shall examine and review all progress submittals and inform **ENGINEER** regarding any decisions, recommendations, or changes relating thereto.
- 2.3 **OWNER** shall be responsible for all easement and property acquisition.
- 2.4 **OWNER** shall pay all permitting and application fees.
- 2.5 **OWNER** shall pay **ENGINEER** at monthly intervals for Engineering Services under this contract based on the percentage of work completed according to the following schedule:

2.3.1. For services under Section 1.1	Lump Sum	\$61,500.00
2.3.2. For services under Section 1.2	Per Hour and Expense Not to Exceed	\$95,000.00

**SECTION 3 – MUTUAL CONSIDERATIONS**

- 3.1 The **ENGINEER** shall keep the **OWNER** advised regarding progress of the **PROJECT**.
- 3.2 The **ENGINEER** has the duty to follow the generally accepted practices of this profession with no other guaranty or warranty. The following Standard Terms and Conditions shall apply to this Contract.
- 3.3 This Contract may be terminated by either party in the event of substantial failure by the other party to fulfill its obligations. Termination may not be effected unless the other party is given ten calendar days written notice of intent to terminate and an opportunity for consultation prior to termination. Upon termination the **ENGINEER** shall discontinue work according to the termination notice. An equitable adjustment of prices in para. 2.5 shall be made which will pay for services rendered, a reasonable profit, any expenses incurred prior to termination and reasonable settlement costs for commitments which were firm prior to termination.
- 3.4 This Contract and all contracts entered into under the provision of this agreement shall be binding upon the parties hereto and their successors and assigns.
- 3.5 Because of the Secretary of Transportation of the State of Kansas’ obligation to administer state funds, federal funds, or both, the Secretary shall be a third-party beneficiary to this agreement between the **OWNER** and the **ENGINEER**. This third-party beneficiary status is for the limited purpose of seeking payment or reimbursement for damages and costs the Secretary or the **OWNER** or both incurred or will incur because the **ENGINEER** failed to comply with its contract obligations under this Agreement or because of the Consultant’s negligent acts, errors, or omissions. Nothing in this provision precludes the **OWNER** from seeking recovery or settling any dispute with the **ENGINEER** as long as such settlement does not restrict the Secretary’s right to payment or reimbursement.

*The signature page immediately follows this paragraph.*

*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.**

*By:* \_\_\_\_\_  
*Andrew Brunner, PE, Vice President*

**OWNER**

**CITY OF GOODLAND  
GOODLAND, KS**

*By:* \_\_\_\_\_  
*(Mayor)*

*Attest:* \_\_\_\_\_  
*(Clerk)*

# ATTACHMENT 1

## 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, sub-consultants, suppliers, and fabricators, thereby providing for mediation as the primary method for dispute resolution between all parties.

### **SECTION 4: Billings and Payments**

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

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

### **SECTION 5: Ownership of Documents**

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

### **SECTION 6: Standard of Care**

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

### **SECTION 7: Construction Methods and Job Site Safety**

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

### **SECTION 8: Certifications, Guarantees, and Warranties**

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

### **SECTION 9: Termination of Services**

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

### **SECTION 10: Limitation of Liability**

In recognition of the relative risks, rewards, and benefits of the project to both **Client** and **EBH**, the risks have been allocated such that **Client** agrees, to the fullest extent permitted by law, to limit **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 negligent acts, errors, omissions, strict liability, breach of contract or warranty.

## ATTACHMENT 2

### EVANS, BIERLY, HUTCHISON & ASSOCIATES, P.A.

I. Labor Rate Table:

<b>These rates and fees are subject to change on a semi-annual basis or as necessary due to changes in fuel prices and/or other economic conditions.</b>			
<b>Labor Rates:</b>			
Principal	\$135.00/hour	Surveyor I	\$75.00/hour
Project Manager	\$125.00/hour	Surveyor I- GPS	\$95.00/hour
Project Supervisor	\$100.00/hour	Surveyor I - Staking	\$110.00/hour
Project Supervisor- GPS	\$120.00/hour	Surveyor II	\$85.00/hour
Project Supervisor- Staking	\$135.00/hour	Surveyor II- GPS	\$105.00/hour
Design Engineer	\$85.00/hour	Surveyor II- Staking	\$120.00/hour
Technician I	\$65.00/hour	Secretary	\$45.00/hour
Technician II	\$75.00/hour		
<b>Expenses:</b>			
Mileage	Government rate + \$ 0.02/mile		
Meals	\$ 37.00/diem		
Lodging	At Our Cost		
Direct Expenses	At Our Cost		
Survey crew rates include vehicle, electronic surveying equipment, and associated equipment. The hourly rate is from <b>portal to portal</b> . Special donumentation required would be charged out at our cost, supported by copies of materials invoices.			

## INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT, HEREINAFTER REFERRED TO AS “AGREEMENT,” EFFECTIVE JANUARY 1, 2021, BY AND BETWEEN THE CITY OF GOODLAND, KANSAS AND THE BOARD OF COUNTY COMMISSIONERS, SHERMAN COUNTY KANSAS, HEREINAFTER REFERRED TO INDIVIDUALLY BY NAME OR COLLECTIVELY AS THE “PUBLIC AGENCIES.”

WHEREAS, K.S.A. 12-2904 allows Public Agencies to enter into interlocal agreements to jointly perform certain functions including economic development; and

WHEREAS, all parties are Public Agencies as defined in K.S.A. 12-2903(2), capable of entering into interlocal agreements; and

WHEREAS, it is the desire and intent of the parties hereto to provide maximum economic development incentive as provided for in K.S.A. 12-17,119 by acting jointly.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS, PROMISES AND AGREEMENTS CONTAINED HEREIN THE PARTIES AGREE AS FOLLOWS:

1. **Sherman County Community Development Board.** It is agreed that the City of Goodland, by separate ordinance, and the Board of County Commissioners, by separate resolution, shall set up an organization, composition and nature of a separate entity and administrative body known as the Sherman County Community Development Board for the purposes of administering, managing and controlling the economic development within Goodland and Sherman County. The Sherman County Community Development Board shall be a separate entity allowed to conduct the joint operation and promotion of economic development within Sherman County. This separate legal entity shall constitute a body corporate in politic and shall have all necessary authority and powers to conduct said activities.

The Sherman County Community Development Board shall be made up of seven members. The original make-up of the Board shall consist of three members appointed by the Board of County Commissioners and three members appointed by the City of Goodland with the seventh member to be selected by the six appointed members.

The appointees shall each serve a term of three (3) years and shall, after the expiration of the terms of the original appointees, be appointed annually by the members of the Board beginning January 1, 2021. The terms of the Board members shall be staggered with said staggered terms to be determined by the Board with no more than three Board members being replaced or reappointed at the same time. The Sherman County Community Development Board shall elect its own officers annually and shall meet at least once a month.

The Sherman County Community Development Board shall submit by May 1<sup>st</sup> of each year an annual budget with recommendations to the Public Agencies.

The Sherman County Community Development board shall be subject to the cash basis law, K.S.A. 10-1101, et seq. and shall not create an indebtedness or financial obligation unless there is money on hand, unencumbered by previous commitments, with which to pay the indebtedness. All contracts and budgets of the Sherman County Community Development Board shall comply with the cash basis law. The Sherman County Community Development Board shall establish a purchasing policy and shall formalize procedures which are to be used to assure good prices and proper use of taxpayer dollars. The Sherman County Community Development Board shall assure that the funds of the Sherman County Community Development Board are invested in accordance with investment policies, which allow for the term of the investment, in types of allowable investments, the safety and protection of the funds.

Meetings of the Sherman County Community Development Board shall be subject to the Kansas Open Meeting Act. All meetings, gatherings and assemblies shall require an open meeting. The notice of meeting, the copies of agenda as requested and the submission of executive session shall only be as authorized by law, see K.S.A. 75-4317 et seq.

The Sherman County Community Development Board shall be subject to an annual audit and that the results of said audit shall be submitted to the respective public agencies participating in this agreement.

The Sherman County Community Development Board shall be subject to the Kansas Tort Claims Act as a “governmental entity” described therein. See K.S.A. 75-6101 et seq.

2. **Financing.** That it is necessary to provide financing for the purposes of ensuring that actions promoting economic development can take place pursuant to this agreement. The Public Agencies, upon reviewing the annual budget proposed by the Sherman County Community Development Board shall determine the amounts to be budgeted from each Public Agencies annual budget for the Sherman County Community Development Board. Budgeted funds shall be used only for the purposes of promoting, advancing, and administering economic development within Sherman County.

The Agreement is subject to the provisions of the Kansas Cash Basis Law, K.S.A. 10-1101 et seq., and amendments thereto, (the "Act"). By virtue of this Act, the County and the City are obligated only to pay periodic payments as contemplated by the Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during the County's and City's current budget year (i.e., January 1 to December 31) or from funds made available from any lawfully operated revenue producing source. Should the County or City fail to budget, appropriate or otherwise make available funds for payments due under the Agreement in any budget year, the Agreement shall be deemed terminated on the last day of the then current budget year for which appropriations were received, without penalty or expense to the County or City of any kind whatsoever.

3. **Interlocal Cooperation.** It is understood and agreed that the Public Agencies are municipalities and have entered into this agreement pursuant to K.S.A. 12-2901, et seq. The purpose of this agreement is to allow the Public Agencies to cooperate on the basis of mutual advantage and provide economic development in a manner that will accord best with the geographic, economic, population and funding which influences the needs and development of the Sherman County community. It is understood and agreed that the Sherman County Community Development Board is a separate legal entity and will be allowed to conduct the joint and cooperative action provided for in this agreement.

4. **Powers of the Sherman County Community Development Board.** The powers of the Sherman County Community Development Board shall include the administration, promotion, advancement and promotion of economic development within Sherman County. The Sherman County Community Development Board shall manage and oversee the operations of the Sherman County Convention and Visitors Bureau, the Goodland Chamber of Commerce, Inc., and a newly created 501(c) designated entity which shall seek economic development grants, and shall have the responsibility to allocate the financial resources provided in this agreement among these organizations. The Board shall have broad general powers regarding matters concerning the economic development

5. **Reports.** As soon as possible at the end of each fiscal year, the Sherman County Community Development Board shall prepare and present to the Public Agencies a comprehensive annual report of its activities and finances.

6. **Termination.** The term of this agreement shall be for a period of one year commencing on January 1, 2021. The Public Agencies agree that termination of this Agreement by any party prior to December 31, 2021 would adversely impact the promotion of economic development in the City of Goodland and Sherman County. Unless notice of termination by one of the Public Agencies is provided on or before June 1 of each year, then this Agreement shall automatically renew on a year-to-year basis. Upon termination, any property held by the Sherman County Community Development Board shall be liquidated and the proceeds split evenly among the Public Agencies, unless otherwise agreed upon by the Public Agencies.

7. **Notices.** Any notices required under this agreement shall be made in writing and shall be addressed to either the City of Goodland, 204 West 11<sup>th</sup> St, Goodland, KS 67735; or to the Board of County Commissioners at 813 Broadway, Goodland, Kansas 67735.

8. **Amendments.** The Public Agencies agree to undertake annual review of the Agreement commencing on or before May 1 of each year to determine any needed modifications to the Agreement. This agreement may be amended at any time by following the procedures used for the adoption of this agreement.

**IN WITNESS WHEREOF**, the parties have executed this agreement at Goodland, Sherman County, Kansas, on the day and year first above written.

**CITY OF GOODLAND, KANSAS**

By: \_\_\_\_\_  
John Garcia, Mayor

Attest:

\_\_\_\_\_  
Mary P Volk, City Clerk  
(SEAL)

**BOARD OF COUNTY COMMISSIONERS**

By: \_\_\_\_\_  
John Topliff, Chairman

Attest:

\_\_\_\_\_  
Ashley Mannis, County Clerk  
(SEAL)

Approved:

\_\_\_\_\_

\_\_\_\_\_, (Asst.) Attorney General  
State of Kansas



**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

Reappointment

**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

Economic Dev./Tourism Board

Full Name: Dustin Stephenson E-mail: dustin@rockyaviation.com

Street Address: 331 Cottonwood Rd. Goodland

Phone: Home \_\_\_\_\_ Cell 816-935-8335 Work \_\_\_\_\_

Years lived in Goodland: 4 Education: BS Aviation Technology

Occupation: Professional Pilot Employer: Multiple, Also own Rocky Aviation

Business Address: 524 Renner Field Rd.

Prior Appointed or Elected Offices held (if any): \_\_\_\_\_

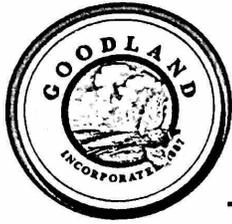
Please described any present or past community involvement: airport board, current chair

Why would you like to serve? Enjoy using my education and experience to benefit the local community

Referred by (if any): \_\_\_\_\_

Date 12/4/20 Signature: Dustin Stephenson





**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

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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: Jason Showalter E-mail: jason.showalter@nwktc.edu

Street Address: 812 Eustis

Phone: Home \_\_\_\_\_ Cell 821-2277 Work 890-1584

Years lived in Goodland: 36 Education: BA FHSU

Occupation: Dean of Students Employer: NWKTc

Business Address: 1209 Harrison

Prior Appointed or Elected Offices held (if any): \_\_\_\_\_

Please described any present or past community involvement: Ambassadors

Why would you like to serve? Get involved in city Government.

Referred by (if any): Sammi

Date 12/4/20 Signature: [Handwritten Signature]



## City of Goodland

204 W. 11th St.  
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*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:**

- |                                                  |                                                  |                                                               |
|--------------------------------------------------|--------------------------------------------------|---------------------------------------------------------------|
| <input type="checkbox"/> Airport Board           | <input type="checkbox"/> Cemetery Board          | <input type="checkbox"/> Construction Board of Trades/Appeals |
| <input type="checkbox"/> Library Board           | <input type="checkbox"/> Housing Authority Board | <input type="checkbox"/> Parks & Recreation/Tree Board        |
| <input checked="" type="checkbox"/> Museum Board | <input type="checkbox"/> Planning Commission/BZA | <input type="checkbox"/> Other: _____                         |

Full Name: Jerry Nemecek                      E-mail: JerryN@ebengineering.com

Street Address: 6390 Road 18; Goodland, KS 67735

Phone: Home N/A                      Cell 785-821-1746                      Work 785-899-7019

Years lived in Goodland: 56                      Education: GHS Graduate, 1 year college

Occupation: CAD Technician / Inspector                      Employer: EBH Engineering

Business Address: 596 Airport Road; Goodland, KS 67735

Prior Appointed or Elected Offices held (if any): \_\_\_\_\_

Please described any present or past community involvement: Goodland Ambassadors, Knights of Columbus

Why would you like to serve? I feel it is important to continue to showcase our county history and display it for future generations to learn from our past history.

Referred by (if any): \_\_\_\_\_

Date 10/15/20 Signature: Jerry Nemecek



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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: Jessica Vignery E-mail: jessica.vignery@usd352.org

Street Address: 1319 Caldwell Ave

Phone: Home \_\_\_\_\_ Cell 785-821-4603 Work 785-890-6558

Years lived in Goodland: 25 years Education: Bachelor of Science in Elementary Education  
Masters in Curriculum & Instruction

Occupation: 3rd Grade Teacher Employer: USD 352

Business Address: 700 E 4th St.

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

Please describe any present or past community involvement: Teacher, Board Member for  
First Christian Church, Education director FCC, Basketball  
Coach (C team) Volleyball Coach (7B) After School Program

Why would you like to serve? I would like to serve because I think  
keeping our Museum as a big part of our community is  
important. Also, I think it is important to teach our community  
about our history of our community.

Referred by (if any): \_\_\_\_\_

Date 09/9/20 Signature: Jessica Vignery



# City of Goodland

204 W. 11th St.  
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Goodland, KS 67735

785-890-4500  
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I am seeking:

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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: Megan Thomas

E-mail: meganford48@yahoo.com

Street Address: 3202 Sunset Dr.

Phone: Home —

Cell 785-332-6623 Work —

Years lived in Goodland: 11 yr. Education: \_\_\_\_\_

Occupation: \_\_\_\_\_ Employer: \_\_\_\_\_

Business Address: \_\_\_\_\_

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

SCHS Board, SCCF Board

Please describe any present or past community involvement: \_\_\_\_\_

Why would you like to serve? \_\_\_\_\_

Referred by (if any): \_\_\_\_\_

Date 10/20/20 Signature: Megan Thomas