

City Council Meeting Agenda April 10, 2023, 6:00 p.m. 2 S Main, South Hutchinson, KS 67505

A.	CALL TO ORDE	R/ROLL CALL nmidtNislySchenkF	airbanksScofield		
B. C. D. E.	CITIZEN COMM	AGENDA (ADDITIONS/DEI ENTS SENTATIONS, PROCLAM	LETIONS) ATIONS & RECOGNITIONS		
F.	CONSENT AGEN 1. Approval of Mi 2. Approval of Inv	nutes - Council Meeting, Mar	ch 27, 2023		
	Motion	Second	Vote		
G.	ACTION ITEMS 1. Hutchinson Cha	mber 2023 Greater Hutch Eco	onomic Development Allocation		
	Motion	Second	Vote		
	2. Hutchinson Cha	2. Hutchinson Chamber 2023 Growth Inc. Economic Development Funds			
	Motion	Second	Vote		
	3. Ideatek Wireles	s Agreement			
	Motion	Second	Vote		
	4. Police Departme	ent Purchase and Swap of Veh	nicles		
	Motion	Second	Vote		
H.	DISCUSSION ITH 1. Water Rights Pe				
I. J. K.	CITY ADMINIST GOVERNING BO EXECUTIVE SES 1. Attorney-Client	SION			
L.	ADJOURNMENT				



Community Center Usage and payment

Background:

In the last two years ONEOK has significantly increased our usage of the South Hutchinson Community Center for various meetings and training sessions. We have found this venue to be a very convenient location for our usage. Previously we rented a variety of venues throughout the area, but in recent years have enjoyed being able to be more directly involved in supporting the S Hutch Community. In 2021 we rented the community center for 7 days and in 2022 we rented it for 15 days. So far in 2023 we have already used (or have scheduled) the building for 12 days. We intend to continue using the community center more frequently and want to continue finding ways to improve the space not only for our use, but for the rest of the community.

One of the challenges in using the community center is related to payment for the space. A deposit is required and then payment for the center is required. The only approved method of payment is with a check. Our process to request a check to be issued through our corporate headquarters is somewhat laborious and time consuming.

The most recent challenge with the community center is related to the use of visual support for presentations. The flat screen TV is starting to go out and in our most recent use of the center we were not able to use it at all. Additionally, for many of our meetings we also bring in a second TV and sometimes a projector to be able to display all the necessary information.

For many of the meetings we have we are also typically bringing in 6-8 boxes of various office and kitchen supplies needed.

Current Proposed scope:

ONEOK would like to purchase a new flat screen TV and a ceiling mounted projector to install in the community center. We would like to install an 84" x 84" pull down projector screen to the left of the location of the flat screen TV. ONEOK would pay for the purchase and installation of these items as a donation to the South Hutchinson Community Center.

We would request to be allowed to add a cabinet that can be locked in the mechanical room. The cabinet dimensions are 18" deep 36" wide and 72" tall. The cabinet would be installed in whatever location is preferred by the city staff. This cabinet would be used to store ONEOK items most currently utilized during our meetings at the location.

Additionally, we would request the ability to either pay for the use of the building with a credit card or to issue a single check at the beginning of each year for the anticipated uses throughout that year. Any balance remaining at the end of the year would roll over for usage the next year.

Benefits

- Flat Screen TV would be updated to a new model.
- Added projector and screen would be beneficial for use by others.
- Additional payment method options may be more convenient for other user groups with challenges similar to ONEOK.
- Improved conveniences of technology and ONEOK storage may increase weekday usage of the facility in the future.
- No cost to the City of South Hutchinson









Emergency Use Firewater Supply Project

Background:

In early 2021 ONEOK completed a project to connect the South Hutch water supply to facility for potable water usage. The total project cost was just under \$500,000 and we are very pleased with the collaboration with the city throughout that project process.

As a parallel path, we have also been evaluating options to improve our emergency fire water capabilities should we ever need them. In 2022 Joe Turner and Ronnie Pederson worked with ONEOK to connect us with Trevor Kaufman at PEC to evaluate some different concepts to improve connectivity options from the City's water system to our facility. We appreciate the input and support from the City of South Hutchinson employees as well as PEC in looking at some of those long-term options.

Our current emergency fire water supply plan is to utilize our 195,000-gallon water storage tank along with approximately 900-gpm water supply from our freshwater wells to continually refill that tank. If the emergency requires more water than our system can supply, we would then have the Fire Department string hoses across the railroad tracks from the existing hydrant on Blanchard to the ONEOK fire department connection point.

Proposal for 2023/2024 scope:

ONEOK is requesting to increase the size of the line from the Broadacres/Blanchard hydrant to ONEOK from a 3" line to an 8" line. Additionally, we would like to have a permanent connection from this line directly to the existing fire department connection point that would require no more than the fire department opening a valve if there were ever a need for additional emergency fire water supply to our facility.

ONEOK would agree to pay all costs for engineering and installation. If necessary, we would agree to put in writing that the use of this water supply for anything other than emergency fire water supply and routine testing would need to be approved in writing by the City of South Hutchinson. We would coordinate with the city's engineering firm to ensure the design allows for future connections, loops, or uses as the city's infrastructure may grow in the future.

Scope benefits

- Increased emergency fire water capacity for ONEOK facility that gets us closer to our long-term goal of a 2,500-gpm water supply for 4 hours in the event of a major fire event.
- Improved system infrastructure for City of South Hutchinson that would allow for continued expansion in the future.
- Enterprise station directly West of our fire department connection point would be able to be serviced by the Fire Department from this connection.
- City of South Hutchinson would have the ability to sell water to the ONEOK facility in whatever volume they may want if there is a significant change in demand from other users that impacts the city's revenue from water usage.
- Monthly testing of system would alleviate the need to "flush" the dead leg at the end of the line
- This provides continued support for the ONEOK facility as we expand our capacities and capabilities in this area.
- No cost or risk to the city



CITY COUNCIL AGENDA REPORT

ITEM: F 1-2

Meeting Date: April 10, 2023

Department: Administration

Prepared By: Joseph Turner, City Administrator

Agenda Title: Consent Agenda

Background/Analysis –Consent agendas are designed to take routine business items, non-controversial items, and other matters where a consensus has been reached and combine them into one single motion and vote. Items on the consent agenda should not be discussed or debated by the governing body. Any member of the governing body may elect to pull an item from the consent agenda for a separate vote.

Notable Items:

- Approval of Minutes from March 27, 2023, regular meeting
- Approval of Invoices

Recommendation – Motion to approve the consent agenda as presented.

Exhibit A – Minutes from March 27, 2023, regular meeting **Exhibit B** – AP Invoices



City Council Meeting Minutes

March 27, 2023, 6:00 p.m. 2 S Main, South Hutchinson, KS 67505

March 27, 2023 City Council Meeting Minutes

Present: Garretson, Schmidt, Nisly, Schenk, Fairbanks, Scofield

Others Present: City Attorney Mark Tremaine, City Administrator Joseph Turner,

Police Chief Darrin Pickering, Police Captain Lance Hirt, Multiple

Police Officers, and City Superintendent Ronnie Pederson

A. CALL TO ORDER/ROLL CALL

X Garretson X Schmidt X Nisly X Schenk X Fairbanks X Scofield

- B. PLEDGE OF ALLEGIANCE
- C. APPROVAL OF AGENDA (ADDITIONS/DELETIONS)
- D. CITIZEN COMMENTS
 - 1. Jeff Thomson from Interfaith Housing signed up to speak but was absent

E. HEARINGS, PRESENTATIONS, PROCLAMATIONS & RECOGNITIONS

1. Vieyra Honors Foundation Presentation was given by Marla Vieyra. The foundation suggested South Hutchinson participate in hanging Memorial Veteran Flags on Main Street from the Evergy Poles. The city would be responsible for putting up and taking down the flags. Permission to hang flags from Evergy Poles must be approved by Evergy. Jeff Schenk offered to provide the Evergy contact information to Marla. The council agreed they did like the idea of participating in this project.

F. CONSENT AGENDA

- 1. Approval of Minutes Special Meeting, March 2, 2023
- 2. Approval of Minutes Regular Meeting, March 13, 2023
- 3. Approval of Invoices
- 4. Authorize city administrator to sign Micro-Comm telemetry system service contract for water system

Motion: Nisly Second: Schenk Vote: 5-0

G. ACTION ITEMS

1. Insurance Policy Renewal

Motion: Schmidt Second: Scofield Vote: 5-0

2. Revision of Zoning & Subdivision Regulations

Austin Parker will be hired at an estimated \$10k to provide online updated codes for the city and to review/utilize Comprehensive Plan 2040 created in 2016. This will take approximately 75 days to complete.

Motion: Schmidt Second: Schenk Vote: 5-0

3. City Administrator Recruitment

The City Administrator position will be posted by the city. If within 30 days there has been no interest, the city will then obtain recruiter assistance. The council agreed to post salary for said position at \$75k - \$115k, also including a residency requirement of 10 miles from city limits.

No Motion necessary per Mayor Garretson.

H. DISCUSSION ITEMS

- Police Department Vehicle Swap with Public Works
 Current Durango and Police truck are not Police Pursuit Rated (PPR). It was
 suggested by the police department, they transfer the truck to the City
 Superintendents department and trade the Durango for a new PPR vehicle.
 Councilman Schmidt suggested the Durango be given to the incoming City
 Administrator to avoid paying a monthly vehicle allowance. Councilman Scofield
 would like to see hard numbers on vehicle swap, using reserve funds and/or trade by
 the next meeting, April 10, 2023.
- 2. City Attorney Update on Previous Zoning Discussions City Attorney Mark Tremaine would like to discuss downtown businesses, self-storage units and permits with Austin Parker.
- 3. Employee Compensation & Benefits

After much debate between City Administrator Joseph Turner, City Council and citizen comments, it was agreed upon to provide city employees with a 4% COLA (that moves pay range) and a 4% merit increase retroactive to January 1, 2023. It was also discussed to provide 2 weeks' vacation after the first year of employment and 3 weeks after 5 years of employment and consider being able to roll over 1 weeks' vacation to the following year. It was also suggested by Administrator Turner that all anniversary dates for vacation be moved to January 1 for ease of calculation. Mr. Turner will update personnel file for April 10, 2023.

Police Chief Darrin Pickering inquired as to having a policy on how often one can use sick time so as to not abuse the privilege. Darrin also inquired as to whether or not employees could buy back vacation and/or sick time.

4. Miscellaneous Issues (time permitting)

A discussion was had regarding Council, Mayor and voting rights. The council agreed it would be beneficial to have a panel of 5, (rather than 6) which would include the Mayor and allow for voting rather than being a tie-breaker for the Council.

I. CITY ADMINISTRATOR'S REPORT

Dates for the City-Wide Garage Sale will be Friday, April 21 & Saturday, April 22, 2023.

J. **GOVERNING BODY COMMENTS** – No comments

K. EXECUTIVE SESSION

1. Attorney-Client Privilege

Motion: <u>Schenk</u> Second: <u>Nisly</u> Vote: <u>5-0</u>

"I move that the governing body recess into executive session regarding correspondence recently received from the District Attorney, pursuant to K.S.A. 75-4319(b)(2) for consultation with the city attorney which would be deemed privileged in the attorney-client relationship; to include the city administrator and city attorney; with the open meeting to resume at 8:05p.m. in the city council chambers."

L. ADJOURNMENT

Garretson motioned to adjourn the meeting at 8:06 pm.

Motion: Nisly Second: Schmidt Vote: 5-0

(Attest): Michele Nightingale

Michele Nightingale, City Clerk

INVOICES - April 10, 2023 Council Meeting

Gen Gov	Description	Vendor	Inv. Amt
101-101-5001	Vision Insurance	VCD	\$11.82
101-101-6000	Internet Service	Idea Tek	\$110.00
101-101-6000	Phone Services	Vaspian	\$118.50
101-101-6000	Gas Service	KGAS	\$307.52
101-101-6000	Electricity	Evergy	\$260.60
101-101-6001	Renewal Business Premium	Pro Value Ins	\$1,875.00
101-101-6002	Attorney Services	Mark Tremaine	\$2,000.00
101-101-6002	IT Services-Monthly	Leading Edge - Gavin	\$145.72
101-101-6002	Janitorial Services	FreshCo	\$225.00
101-101-6002	Janitorial Services	FreshCo	\$150.00
101-101-6002	Insurance Fees-Dec	Freedom Claims	\$4,209.74
101-101-6002	Insurance Fees-Jan	Freedom Claims	\$4,899.10
101-101-6002	Insurance Fees-Feb	Freedom Claims	\$5,290.94
101-101-6002	Insurance Fees-Mar	Freedom Claims	\$5,112.11
101-101-6002	Job Postings	League of Ks Municipalities	\$200.00
101-101-6002	Bond - Sheila Stevens, Treasurer	Nationwide	\$115.00
101-101-6002	USPS	First Bank Card	\$5.26
101-101-6002	Attorney Services	Mark Tremaine	\$2,000.00
101-101-6002	Notary Stamp Fee - MDN	Ks Secretary of State	\$25.00
101-101-6004	Postage Meter Lease	Pitney Bowes	\$59.37
101-101-6004	Software Reinstall	Advantage Computer Ent Inc	\$175.00
101-101-6011	CCMFOA - City Clerk	WSU	\$50.00
101-101-7000	Utility Clerk Office Key	Pat's Lock & Key	\$4.70
101-101-7000	Dog Treats (for drive thru)	Dollar General	\$5.85
101-101-7000	Business Cards - MDN	First Bank Card	\$31.99
101-101-7005	Vehicle Allowance	Joe Turner	\$375.00
101-101-7005	Vehicle Allowance	Joe Turner	\$375.00
101-101-7005	Reimb. Comm Center Rental	Lance Hirt (PD)	\$150.00
101-101-7015	Desk Speakers	Leading Edge - Gavin	\$23.99
			\$28,312.21
Police	Description	Vendor	Inv. Amt
101-102-5001	Health Insurance	BCBS	\$5,439.01
101-102-5001	Health Insurance	BCBS	\$5,439.01
101-102-5001	Vision Insurance	VCD	\$149.00
101-102-6000	Phone Services	Vaspian	\$288.00
101-102-6000	Gas Service	KGAS	\$1,071.79
101-102-6000	Electricity	Evergy	\$540.60
101-102-6001	Renewal Business Premium	Pro Value Ins	\$24,380.00
101-102-6002	IT Services - Monthly	Leading Edge - Gavin	\$949.40
101-102-6002	Spam Filtering - PD	Leading Edge - Gavin	\$56.25
101-102-6002	Remington 870 Gun	Gun Bros.	\$450.00
101-102-6002	Lithium Battery	DACK Outdoors	\$345.96
101-102-6002	Blower Motor Belt	Chapman Heating & Cooling	\$117.24
101-102-6002	Strong Magnet Mount	Digital Ally	\$75.00
101-102-6002	Janitorial Services	Tabitha Maxfield	\$150.00
101-102-6002	Janitorial Services Janitorial Services	Tabitha Maxfield	\$150.00
101-102-6002	PD Purchases	First Bank Card	\$693.16
101-102-6004			\$593.16
101-102-6004	Postage Meter Lease Jet Pack Phone Service - PD	Pitney Bowes Verizon	\$59.37 \$240.06
	Jet Pack Phone Service - PD		\$240.06
101-102-6005	JEL FACK FINDING SELVICE - FD	Verizon	3240.00

101-102-6005	Phone Services	Verizon	\$164.12
101-102-6011	Subscription/Membership	First Bank Card	\$129.99
101-102-7001	Conference	First Bank Card	\$1,237.00
101-102-7002	Janitorial Supplies - PD	Janitorial Supply	\$64.67
101-102-7003	Fuel - Jan	Bridgman Oil	\$1,795.04
101-102-7003	Fuel - Feb	Bridgman Oil	\$1,357.72
101-102-7003	Fuel - Mar	Bridgman Oil	\$1,791.93
101-102-7009	Boot Allowance	Raven Williams	\$100.00
			\$47,474.38
			. ,
Street	Description	Vendor	Inv. Amt
101-103-5001	Health Insurance	BCBS	\$1,368.13
101-103-5001	Health Insurance	BCBS	\$1,368.13
101-103-5001	Vision Insurance	VCD	\$40.50
101-103-6000	Gas Service	KGAS	\$821.13
101-103-6000	Phone Services	Vaspian	\$85.00
101-103-6000	Electricity	Evergy	\$794.90
101-103-6001	Renewal Business Premium	Pro Value Ins	\$18,754.00
101-103-6002	IT Services - Monthly	Leading Edge - Gavin	\$130.60
101-103-6004	Postage Meter Lease	Pitney Bowes	\$59.37
101-103-7001	Classes	First Bank Card	\$180.00
101-103-7002	Mower Filter	Carquest	\$7.86
101-103-7002	6th St. Sidewalk Repair	Mid America Redi-Mix	\$513.08
101-103-7002	Service Truck Decals	Sign Source	\$66.67
101-103-7002	Street Light LED Bulbs	Gades Sales	\$434.18
101-103-7003	Fuel - Jan	Bridgman Oil	\$651.20
101-103-7003	Fuel - Feb	Bridgman Oil	\$207.08
		<u> </u>	
101-103-7003	Fuel - Mar	Bridgman Oil	\$1,174.88
101-103-7003	Fuel - Mar	Bridgman Oil	\$1,174.88 \$26,656.71
			\$26,656.71
Fire	Description	Vendor	\$26,656.71 Inv. Amt
Fire 101-104-6000	Description Phone Services	Vendor Vaspian	\$26,656.71 Inv. Amt \$67.50
Fire 101-104-6000 101-104-6000	Description Phone Services Gas Service	Vendor Vaspian KGAS	\$26,656.71 Inv. Amt \$67.50 \$338.18
Fire 101-104-6000 101-104-6000 101-104-6000	Description Phone Services Gas Service Electricity	Vendor Vaspian KGAS Evergy	\$26,656.71 Inv. Amt \$67.50 \$338.18 \$336.09
Fire 101-104-6000 101-104-6000 101-104-6000 101-104-6001	Description Phone Services Gas Service Electricity Renewal Business Premium	Vendor Vaspian KGAS Evergy Pro Value Ins	\$26,656.71 Inv. Amt \$67.50 \$338.18 \$336.09 \$11,255.00
Fire 101-104-6000 101-104-6000 101-104-6000 101-104-6001	Description Phone Services Gas Service Electricity Renewal Business Premium FD Business Premium RENB	Vendor Vaspian KGAS Evergy Pro Value Ins Pro Value Ins	\$26,656.71 Inv. Amt \$67.50 \$338.18 \$336.09 \$11,255.00 \$2,501.00
Fire 101-104-6000 101-104-6000 101-104-6001 101-104-6001 101-104-6002	Description Phone Services Gas Service Electricity Renewal Business Premium FD Business Premium RENB IT Services - Monthly	Vendor Vaspian KGAS Evergy Pro Value Ins Pro Value Ins Leading Edge - Gavin	\$26,656.71 Inv. Amt \$67.50 \$338.18 \$336.09 \$11,255.00 \$2,501.00 \$140.68
Fire 101-104-6000 101-104-6000 101-104-6000 101-104-6001 101-104-6002 101-104-6002	Description Phone Services Gas Service Electricity Renewal Business Premium FD Business Premium RENB IT Services - Monthly Quicken	Vendor Vaspian KGAS Evergy Pro Value Ins Pro Value Ins Leading Edge - Gavin First Bank Card	\$26,656.71 Inv. Amt \$67.50 \$338.18 \$336.09 \$11,255.00 \$2,501.00 \$140.68 \$64.82
Fire 101-104-6000 101-104-6000 101-104-6000 101-104-6001 101-104-6002 101-104-6002 101-104-6003	Description Phone Services Gas Service Electricity Renewal Business Premium FD Business Premium RENB IT Services - Monthly Quicken Service & Repairs	Vendor Vaspian KGAS Evergy Pro Value Ins Pro Value Ins Leading Edge - Gavin First Bank Card Daniel Soto	\$26,656.71 Inv. Amt \$67.50 \$338.18 \$336.09 \$11,255.00 \$2,501.00 \$140.68 \$64.82 \$3,634.00
Fire 101-104-6000 101-104-6000 101-104-6000 101-104-6001 101-104-6002 101-104-6002 101-104-6003 101-104-6004	Description Phone Services Gas Service Electricity Renewal Business Premium FD Business Premium RENB IT Services - Monthly Quicken Service & Repairs Fire Suite Subscription	Vendor Vaspian KGAS Evergy Pro Value Ins Pro Value Ins Leading Edge - Gavin First Bank Card Daniel Soto Emergency Networking	\$26,656.71 Inv. Amt \$67.50 \$338.18 \$336.09 \$11,255.00 \$2,501.00 \$140.68 \$64.82 \$3,634.00 \$1,995.00
Fire 101-104-6000 101-104-6000 101-104-6000 101-104-6001 101-104-6002 101-104-6002 101-104-6003 101-104-6004	Description Phone Services Gas Service Electricity Renewal Business Premium FD Business Premium RENB IT Services - Monthly Quicken Service & Repairs Fire Suite Subscription Alerting Subscription	Vendor Vaspian KGAS Evergy Pro Value Ins Pro Value Ins Leading Edge - Gavin First Bank Card Daniel Soto Emergency Networking Active 911	\$26,656.71 Inv. Amt \$67.50 \$338.18 \$336.09 \$11,255.00 \$2,501.00 \$140.68 \$64.82 \$3,634.00 \$1,995.00 \$405.00
Fire 101-104-6000 101-104-6000 101-104-6000 101-104-6001 101-104-6002 101-104-6002 101-104-6003 101-104-6004 101-104-6004 101-104-6005	Description Phone Services Gas Service Electricity Renewal Business Premium FD Business Premium RENB IT Services - Monthly Quicken Service & Repairs Fire Suite Subscription Alerting Subscription Phone Services	Vendor Vaspian KGAS Evergy Pro Value Ins Pro Value Ins Leading Edge - Gavin First Bank Card Daniel Soto Emergency Networking Active 911 Verizon	\$26,656.71 Inv. Amt \$67.50 \$338.18 \$336.09 \$11,255.00 \$2,501.00 \$140.68 \$64.82 \$3,634.00 \$1,995.00 \$405.00 \$144.24
Fire 101-104-6000 101-104-6000 101-104-6000 101-104-6001 101-104-6002 101-104-6002 101-104-6003 101-104-6004 101-104-6004 101-104-6005 101-104-7002	Description Phone Services Gas Service Electricity Renewal Business Premium FD Business Premium RENB IT Services - Monthly Quicken Service & Repairs Fire Suite Subscription Alerting Subscription Phone Services FD Supplies	Vendor Vaspian KGAS Evergy Pro Value Ins Pro Value Ins Leading Edge - Gavin First Bank Card Daniel Soto Emergency Networking Active 911 Verizon Westlake Hardware	\$26,656.71 Inv. Amt \$67.50 \$338.18 \$336.09 \$11,255.00 \$2,501.00 \$140.68 \$64.82 \$3,634.00 \$1,995.00 \$405.00 \$144.24 \$37.76
Fire 101-104-6000 101-104-6000 101-104-6000 101-104-6001 101-104-6002 101-104-6003 101-104-6004 101-104-6004 101-104-6005 101-104-7002 101-104-7002	Description Phone Services Gas Service Electricity Renewal Business Premium FD Business Premium RENB IT Services - Monthly Quicken Service & Repairs Fire Suite Subscription Alerting Subscription Phone Services FD Supplies Supplies (liners/wash foam)	Vendor Vaspian KGAS Evergy Pro Value Ins Pro Value Ins Leading Edge - Gavin First Bank Card Daniel Soto Emergency Networking Active 911 Verizon Westlake Hardware Janotorial Supply	\$26,656.71 Inv. Amt \$67.50 \$338.18 \$336.09 \$11,255.00 \$2,501.00 \$140.68 \$64.82 \$3,634.00 \$1,995.00 \$405.00 \$144.24 \$37.76 \$124.85
Fire 101-104-6000 101-104-6000 101-104-6000 101-104-6001 101-104-6002 101-104-6002 101-104-6003 101-104-6004 101-104-6005 101-104-7002 101-104-7002 101-104-7002	Description Phone Services Gas Service Electricity Renewal Business Premium FD Business Premium RENB IT Services - Monthly Quicken Service & Repairs Fire Suite Subscription Alerting Subscription Phone Services FD Supplies Supplies (liners/wash foam) Fuel - Jan	Vendor Vaspian KGAS Evergy Pro Value Ins Pro Value Ins Leading Edge - Gavin First Bank Card Daniel Soto Emergency Networking Active 911 Verizon Westlake Hardware Janotorial Supply Bridgman Oil	\$26,656.71 Inv. Amt \$67.50 \$338.18 \$336.09 \$11,255.00 \$2,501.00 \$140.68 \$64.82 \$3,634.00 \$1,995.00 \$405.00 \$144.24 \$37.76 \$124.85 \$890.18
Fire 101-104-6000 101-104-6000 101-104-6000 101-104-6001 101-104-6002 101-104-6002 101-104-6003 101-104-6004 101-104-6005 101-104-7002 101-104-7002 101-104-7003 101-104-7003	Description Phone Services Gas Service Electricity Renewal Business Premium FD Business Premium RENB IT Services - Monthly Quicken Service & Repairs Fire Suite Subscription Alerting Subscription Phone Services FD Supplies Supplies (liners/wash foam) Fuel - Jan Fuel - Feb	Vendor Vaspian KGAS Evergy Pro Value Ins Pro Value Ins Leading Edge - Gavin First Bank Card Daniel Soto Emergency Networking Active 911 Verizon Westlake Hardware Janotorial Supply Bridgman Oil	\$26,656.71 Inv. Amt \$67.50 \$338.18 \$336.09 \$11,255.00 \$2,501.00 \$140.68 \$64.82 \$3,634.00 \$1,995.00 \$405.00 \$144.24 \$37.76 \$124.85 \$890.18 \$39.90
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			4
101-106-6004	KBI Forensic Services	KBI	\$400.00
101-106-6004	Document Storage Retrieval	Underground Vault & Storage	\$24.60
101-106-6004	Inmate Healthcare	HRMC	\$276.47
101-106-6004	Boarding - Canine	Prairie Vista Vet Hosp	\$131.53
101-106-6004	ETHC Collection Charge	Hutch Regional Med Center	\$22.00
101-106-6015	Muni Court Collection Batch	Office of the State Treasurer	\$1,274.50
101-106-6016	Judge Services	Larry Bolton	\$1,100.00
101-106-6016	Attorney Services	Rick Roberts	\$1,100.00
101-106-6016	Judge Services	Larry Bolton	\$1,100.00
101-106-6016	Attorney Services	Rick Roberts	\$1,100.00
101-106-6017	Inmate Housing - Carder	RC Sheriff's Office	\$1,040.00
101-106-6018	Public Defender Services	Strong Point Law	\$900.00
101-106-6018	Trial	Ben Fisher	\$150.00
101-106-6018	County Attorney Services	Strong Point Law	\$900.00
101-106-6018	Court Appointed Cases	Kaplan Law	\$450.00
101-106-7001	Conference	First Bank Card	\$235.74
101-106-7015	Computer - Katie Marcum	Leading Edge - Gavin	\$1,481.01
			\$11,711.35
		GENERAL TOTAL	\$138,084.85
Park	Description	Vendor	Inv. Amt
101-105-6000	Electricity	Evergy	\$109.07
101-105-7003	Fuel - Feb	Bridgman Oil	\$2.30
		· ·	\$111.37
Non-Departmental	Description	Vendor	Inv. Amt
101-109-6000	Electricity	Evergy	\$6,047.77
101-109-6026	Refuse Sevice	Nisly Brothers Trash Service	\$9,303.33
			\$15,351.10
Water	Description	Vendor	Inv. Amt
201-000-5001	Health Insurance	BCBS	\$1,200.66
201-000-5001	Health Insurance	BCBS	\$1,200.66
201-000-5001	Vision Insurance	VCD	\$21.90
201-000-6000	Electricity	Evergy	\$3,103.06
201-000-6001	Renewal Business Premium	Pro Value Ins	\$14,065.00
201-000-6002	IT Services - Monthly	Leading Edge - Gavin	\$174.45
201-000-6002	Red Door Hangers	Wayne's Printing	\$92.75
201-000-6002	DWR Application SA No. 1	PEC (Prof. Engineering Cons)	\$5,650.00
201-000-6002	Telemetry System Contract	Microcomm	\$2,900.00
201-000-6002	Water Samples - USPS	First Bank Card	\$69.20
201-000-6004	Postage Meter Lease	Pitney Bowes	\$59.37
201-000-6005	Phone Services	Verizon	\$169.81
201-000-7001	Classes/Test	First Bank Card	\$290.00
201-000-7002	Chlorine	Brenntag	\$1,711.28
201-000-7002	Battery	DESS LLC	\$47.52
201-000-7002	Marking Flags/Bottles	USA Bluebook	\$47.91
201-000-7002	Marking Paint	Michael Todd	\$177.21
201-000-7002	Reimburse for Winter Wear	Bart Ferguson	\$200.00
201-000-7002	Service Truck Decals	Sign Source	\$66.67
201-000-7003	Fuel - Jan	Bridgman Oil	\$745.49
201-000-7003	Fuel - Feb	Bridgman Oil	\$1,155.45
201-000-7003	Fuel - Mar	Bridgman Oil	\$1,177.68
		-	\$34,326.07

Water Emergency Replacement 204-000-6002	Description Well 4 Generator Hookup	Vendor Boman	Inv. Amt \$4,940.00
			\$4,940.00
Sewer	Description	Vendor	Inv. Amt
301-000-5001	Health Insurance	BCBS	\$1,177.74
301-000-5001	Health Insurance	BCBS	\$1,177.74
301-000-5001	Vision Insurance	VCD	\$7.80
301-000-6000	Electricity	Evergy	\$12,526.35
301-000-6001	Renewal Business Premium	Pro Value Ins	\$24,067.00
301-000-6002	IT Services - Monthly	Leading Edge - Gavin	\$174.45
301-000-6002	KDHE Schedule Compliance	PEC (Prof. Engineering Cons)	\$485.00
301-000-6002	Lab Analysis	SDK Laboratories	\$598.00
301-000-6002	KDHE Schedule Compliance	PEC (Prof. Engineering Cons)	\$220.00
301-000-6002	2023 Ram Crew Cab Tags	RC Treasurer	\$30.25
301-000-6003	Grit removal	Reno Co Solid Waste	\$164.00
301-000-6004	Postage Meter Lease	Pitney Bowes	\$59.37
301-000-6005	Phone Services	Verizon	\$81.38
301-000-6005	Phone Services	Verizon	\$294.84
301-000-7001	Classes/Test	First Bank Card	\$320.00
301-000-7002	Blower Belts	Carquest	\$56.74
301-000-7002	Pleated Filters	Decker & Mattison	\$88.69
301-000-7002	Battery	DESS LLC	\$47.52
301-000-7002	Auto Dialer	USA Bluebook	\$227.99
301-000-7002	Marking Flags/Bottles	USA Bluebook	\$47.90
301-000-7002	Marking Paint	Michael Todd	\$177.21
301-000-7002	Towels	Dollar General	\$31.00
301-000-7002	Sewer Supplies	Lowe's	\$253.50
301-000-7002	Sprinkler Heads	Western Supply	\$60.57
301-000-7002	Service Truck Decals	Sign Source	\$66.66
301-000-7002	Sewer Oil	Bridgman Oil	\$329.36
301-000-7003	Fuel - Jan	Bridgman Oil	\$445.60
301-000-7003	Fuel - Feb	Bridgman Oil	\$118.39
301-000-7003	Fuel - Mar	Bridgman Oil	\$715.97
			\$44,051.02
Sewer Reserve	Description	Vendor	Inv. Amt
303-000-8000	2023 Service Truck	Davis Moore	\$71,680.00
303-000-8000	Bedliner Spray	Tom's Detail & Car Wash	\$1,200.00
303-000-8000	Running Boards/Seat Covers	The Truck Store	\$690.00
			\$72,370.00
Street/Sales	Description	Vendor	Inv. Amt
403-000-7013	Muni Tier 2 Subcription	Immense Impact	\$859.00
			\$859.00
Employee Benefits	Description	Vendor	Inv. Amt
501-000-5007	Life Insurance	Dearborn	\$514.35
501-000-5007	Life Insurance	Dearborn	\$457.80
			\$972.15
Bond & Interest	Description	Vendor	Inv. Amt
601-000-8004	GO Ref & IMP BDS SR2016	Office of the State Treasurer	\$33,550.00

\$33,550.00

Market South Hutch 701-000-6004	Description Account Balance Payment	Vendor Market South Hutch	Inv. Amt \$6,520.92 \$6,520.92
ASAP	Description	Vendor	Inv. Amt
801-000-6004	Forfeiture-Belote	SH Muni Court	\$435.00
801-000-6004	Restitution #20220458	Gralynn Durbin	\$90.00
801-000-6004	Forfeit Cash Bond-Williamson	City of SH	\$1,000.00
801-000-6004	Forfeit Cash Bond - Strawder	Kurtis Strawder	\$290.00
801-000-6004	Forfeit Cash Bond - Strawder	SH Muni Court	\$210.00
801-000-6004	Forfeit Cash Bond	Alexander Belote	\$65.00
			\$2,090.00
Diversion	Description	Vendor	Inv. Amt
802-000-6004	Taser 7 Cert Bundle	AXON	\$2,880.00
802-000-6004	Charger Camera System	Superior Emergency Respons	\$2,000.00
			\$4,880.00
Special Law Fund	Description	Vendor	Inv. Amt
806-000-6004	Forfeiture Case-Torres	RC Dist. Attorney	\$152.40
			\$152.40
Comm Ctr	Description	Vendor	Inv. Amt
811-000-6000	Electricity	Evergy	\$260.68
811-000-6000	Gas Service	KGAS	\$196.21
811-000-6004	Janitorial Services	FreshCo	\$350.00
811-000-6004	Janitorial Services	FreshCo	\$500.00
			\$1,306.89
Technology Fund	Description	Vendor	Inv. Amt
812-000-6004	Software Support	Advantage Computer	\$675.00
			\$675.00
Equip. Reserve	Description	Vendor	Inv. Amt
901-000-8021	Charger Camera System	Superior Emergency Respons	\$3,345.00
			\$3,345.00
		GRAND TOTAL	\$363,585.77



CITY COUNCIL AGENDA REPORT

ITEM: G 1-2

Meeting Date: April 10, 2023

Department: Administration

Prepared By: Joseph Turner, City Administrator

Agenda Title: Hutchinson/Reno County Chamber of Commerce

Background/Analysis – During the 2023 budget process, representatives from the Hutchinson/Reno County Chamber of Commerce requested \$15,000 in economic development fund allocations. At the time, the Council expressed support for the request and associated initiatives. However, a member of the governing body requested that the city administrator place this item on the agenda for additional discussion and a vote.

The funds are to be split as follows:

- \$10,000 Greater Hutch Program
- \$5,000- Growth Inc. Program

South Hutchinson previously committed funds to the Greater Hutch program, most recently, an annual contribution of \$10,000 for five years from approximately 2017-2021. These funds are used for general economic development programs and initiatives that benefit the region.

Growth Inc. is the entity that is working to develop an industrial park along Hwy 96 near Crupper's Corner.

South Hutchinson currently collects a ¼ cent special sales tax with those funds dedicated to street repairs and/or economic development. Revenue is allocated to Fund 403. In 2022, this tax collected more than \$160,000 and we spent about \$100,000 of it on crack sealing.

In the 2023 budget process, the money available in this fund was not programmed to any specific purpose, but the general consensus has been that these funds should primarily be used for street improvements.

Financial Impact – \$15,000, or about 9.2% of 2022's annual revenue

Recommendation – Staff recommends council approve these two funding requests by the Hutchinson/Reno County Chamber of Commerce.

Exhibit C – Hutchinson/Reno County Chamber of Commerce Budget Request

Exhibit D – Greater Hutch and Growth Inc. Invoices



117 N Walnut P.O. Box 519 Hutchinson, KS 67504

Phone: 620.662.3391 Fax: 620.662.2168

www.hutchchamber.com

To: Mr. Joseph Turner and South Hutchinson City Council

From: Debra Teufel, Greater Hutch & Growth Inc

Date: August 1, 2022 Re: 2023 Funding Request

Thank you for the opportunity to submit this formal funding request for the 2023 fiscal year. The Hutchinson / Reno County Chamber of Commerce is grateful for the City of South Hutchinson's longstanding partnership for our economic development initiatives. Since 2017, South Hutchinson has been a funding partner for Hutch Rising which funds the work of our Greater Hutch Economic Development Partnership. This year, we launched Reno Rising, with a new plan for future growth of Reno County in partnership with our public and private partners. South Hutchinson is a key stakeholder in the success of this plan.

In FY2023, we would like to request your consideration for continued support of this program which allows us to continue to serve the needs of local business expansions, promotes the area for new business investment, manages workforce development programs that teach young people in Reno County about the variety of jobs available to them in our area, and lastly the work we do to enhance our community competitiveness together as a strong regional approach with Reno County, Hutchinson and neighboring communities.

We request your consideration in continuing your commitment to Greater Hutch in the amount of \$10,000, in addition to seeking your partnership in a new \$5,000 funding allocation directly to Growth Inc. As you know, Growth Inc is the development organization managed by our office, that is working on the development of a new industrial park site on the K96 corridor south of South Hutchinson. This site at the corner of Mills Avenue and K96, has the potential to drive growth of the South Hutchinson K96 corridor and community for years to come and will be instrumental in our competitiveness as a county to attract new large industrial projects, putting us a new level of competitiveness statewide and for national and global site selection projects. We have appreciated the way South Hutchinson has come together with us and our region to think creatively and forward thinking about what the future can look like on the K96 corridor. Joe, your leadership has been instrumental in bringing together stakeholders on this effort as a voice for the future opportunity for growth of South Hutchinson in a positive and forward-thinking manner. I have seen our communities and organizations come together better than ever to see the growth potential when we work together as one region.

Greater Hutch

The goals established for the Greater Hutch Economic Development Partnership and the Economic Development Advisory Council are based on four primary areas of activity:

- 1) Business Retention and Expansion
- 2) Promotion and Business Recruitment
- 3) Workforce Development Programs
- 4) Expanded Community Capacity Building

As a result of recent expansions and new investment projects, over 400 primary jobs have been created in Reno County, and have earned the area's ranking as the top micropolitan area in Kansas by Site Selection magazine in March 2022, a distinction that places us in the top 27 micropolitan regions in the US.

connect. grow. play.

We have launched new initiatives this year to address those workforce challenges, by not only continuing our internship program, industry visitation and job portal efforts, but by launching the first ever Career Quest program, as well as the Reno County Signing Day in cooperation with HCTEA & HCC and provided funding for the FAST Track apprenticeship programs in collaboration with the Hutchinson Career & Technical Education Academy and Hutchinson Community College to continue to assist in developing a pipeline of talent. According to local businesses, these workforce initiatives are the single most important issue on the mind of businesses who are having a difficult time finding qualified workers for skilled positions.

Emphasis has continued on promotion of the real estate assets across the county through promotion of existing shovel ready sites and buildings through our website at GreaterHutch.com, at virtual trade shows and site selectors visits, and through our partnerships with Team Kansas, the Greater Wichita Partnership, Site Location Partnership, trade publication advertising. This has led to a significant increase in new prospect activity in the recruitment pipeline, and matchmaking of local companies who have continued to repurpose existing buildings for new business growth.

Growth Inc.

With limited large 100 acre+ industrial site offerings, Greater Hutch in cooperation with our development arm Growth Inc has recently embarked on the purchase of land for the planning and development of a new industrial site for future large industrial recruitment efforts. The first steps of this project have resulted in the completion of a Phase I Environmental study, Geotechnical report other studies to prepare for the planning and next steps. We hope this lays the foundation for a strong K96 corridor and strong partnership between the corridor communities for years to come. We would appreciate City of South Hutchinson's consideration of matching funds for the operational work of Growth Inc to match the funds currently allocated by the Reno County, City of Hutchinson and private donors toward this effort which will allow us to conduct further site due diligence, planning and survey work in preparation for future development.

Thank you for recognizing the important role you play by investing in programs that work every day to address our economic challenges and endeavor to grow the local economy. All of these activities would not be possible without your support. I look forward to the opportunity to meet with you and the Council to address questions and provide an update at your budget session later this month.

Sincerely,

Debra Teufel, President/CEO

Debra L. Jenfel

Hutchinson/Reno County Chamber of Commerce

Greater Hutch

Invoice

117 N Walnut St Hutchinson, KS 67501

Date	Invoice #
1/20/2023	60

	Bill T	o				Ship To			
	2 South	South Hutchinson Main St. Iutchinson KS 67505							
P.O.	Number	Terms	Rep	Ship	Via	T F.	О.В.		Project
		Due on receip		1/20/2023	1.5				
Qua	ntity	Item Code		Descript	tion	,	Price Ea	ch	Amount
		Economic Dev-City	2023 EcDev al	location				0,000.00	10,000.00
							Total		\$10,000.00

Growth Inc. Hutchinson, KS 67504-0519

Invoice

DATE	INVOICE#
1/20/2023	11-176

BILL TO

City of South Hutchinson
Joseph Turner
2 South Main St
South Hutchinson KS 67505

DUE DATE 1/20/2023

QTY RATE AMOUNT DESCRIPTION 2023 Economic Development funds 5,000.00 1 5,000.00 Total \$5,000.00



CITY COUNCIL AGENDA REPORT

ITEM: G 3

Meeting Date: April 10, 2023

Department: Administration

Prepared By: Joseph Turner, City Administrator Agenda Title: Ideatek Wireless Contract Renewal

Background/Analysis – Ideatek would like to renew its lease agreement with the City of South Hutchinson concerning wireless internet equipment affixed to the grain elevator.

The City's original agreement was with Skylink Wireless, a company founded by Ardell Yoder. In the fall of 2020 Skylink was acquired by Ideatek, and this lease and its responsibilities were absorbed by Ideatek. Mr. Yoder is now an employee of Ideatek.

Ideatek serves the citizens of South Hutchinson and surrounding rural customers, as well as providing service to other City facilities like our public works yard and wastewater facility at no cost.

As you know Ideatek is deploying fiber throughout the city, to bring even greater connectivity to our residents. The need is still there for those residing outside of the network build-out area. Ideatek would like to continue this relationship into another lease period.

The lease document prepared is much the same in substance, just in greater detail.

- The past lease was prepared largely by Ardell, with input from the city attorney.
- The new lease is substantively similar to the previous agreement but follows the Ideatek template for their agreements for organizational consistency.
- Would allow City facilities currently served by their wireless product to be served by fiber when and where available at no cost.

Financial Impact – No fiscal impact.

Recommendation – Staff recommends council authorize city administrator to enter into contract agreement with Ideatek for location of wireless internet equipment.

Exhibit E – Proposed agreement between City of South Hutchinson and Ideatek

TOWER LEASE AGREEMENT

THIS LEASE AGREEMENT ("the Lease") is entered into as of theth day of, 202	20,
by and between the City of, an incorporated city in Kansas ("Lessor," whether one more persons) and IdeaTek Telcom, LLC, a Kansas limited liability company ("Lessee").	or
WHEREAS:	
Lessor owns the facility, tower, building, land and/or structure(s) described in $\underline{\text{Exhibit A}}$ (hereinafreferred to as "Tower").	ter
Lessee is an Internet service provider and offers telecommunications and high-speed wirelest Internet services to the surrounding area. Toward this end, Lessee desires to locate internet a telecommunications equipment (hereafter referred to as the "Equipment" on and/or adjacent, within,	nd

WITNESSETH:

1. <u>DESCRIPTION OF PROPERTY AND USE.</u> Lessor hereby leases to Lessee its successors or assigns, and Lessee hereby leases from Lessor, the Tower and Leased Premises described in <u>Exhibit A</u>.

at other described locations in Exhibit A (hereafter referred to as the "Leased Premises").

- 2. <u>TERM</u>. The Lease Term is defined in <u>Exhibit A</u> attached hereto unless otherwise terminated earlier in the manner herein set forth. The Term start date shall be upon the initial completion of the installation of the Equipment. Unless otherwise specified, the lease term shall auto-renew for three (3) year terms following the expiration of the term(s) specified in <u>Exhibit A</u> unless either party provides at least ninety (90) days written notice of an intent not to permit auto-renewal.
- 3. <u>RENT</u>. The Rent is further defined in <u>Exhibit A</u>. Unless otherwise stated in this Lease, Rent shall be due monthly on the 1st and considered late after the 15th of each month.
- 4. <u>LESSEE'S EQUIPMENT.</u> All equipment placed within or on the Leased Premises and/or Tower by Lessee including antennas, radios, cabling, electrical systems, racks, cabinets, and the like are Lessee's trade equipment (herein referred to as the "Equipment"), which shall be installed solely at Lessee's expense, and shall be and remain the Lessee's property, subject to the provisions of <u>Section</u> 12 hereof. However, Lessor shall have the right at all times to inspect any of the Equipment and its installation.
- 5. QUIET ENJOYMENT. Lessor warrants that as long as Lessee is not in breach of the lease, Lessee shall have quiet enjoyment of the various Sites and Towers. Likewise, except as otherwise stated herein, Lessee warrants Lessee shall give full cooperation in placing and securing equipment so as not to be hazard or nuisance to Lessor or other lessees and shall not otherwise interfere with Lessor's use and enjoyment of Lessor's property. Lessor agrees to utilize its best efforts to prevent interference with Lessee's equipment. In the event interference causes service issues or disrupts the purpose of the Lease, Lessee may elect to terminate this Lease immediately and such a termination will not be considered a breach of this Lease.

- 6. <u>FREQUENCY EXCLUSIVITY.</u> Lessor grants Lessee exclusive operating rights on the Tower to the frequencies detailed in <u>Exhibit A</u> and shall not permit the use of such frequencies on the Tower while this Lease is in force. Upon notice of interference or use of frequencies reserved under this Section, Lessor shall take immediate action to remediate any violating equipment and/or third-party lessee at Lessor's sole cost.
- 7. ACCESS TO LEASED PREMISES. Lessor covenants and warrants that Lessee, Lessee's employees, contractors, agents and vehicles shall have reasonable means of access to the Leased Premises and Tower twenty-four (24) hours a day / seven (7) days a week. Lessor reserves the right to require supervised access to the site if indoor access is required, however Lessor shall permit unsupervised access to any outdoor enclosure or equipment of Lessee.
- 8. <u>COMPLIANCE WITH REGULATIONS</u>. Lessee shall, at Lessee's sole cost and expense comply with all governmental laws, rules, and regulations in the operation and use of the Leased Premises and Tower.
- 9. <u>MAINTENANCE AND REPAIR</u>. Lessee shall maintain the Equipment in a neat, clean, and attractive appearance and shall not allow the Equipment to fall into disrepair.
- 10. <u>UTILITIES</u>. Except as otherwise provided in <u>Exhibit A</u>, Lessee shall pay all electricity and utility costs in connection with Lessee's use of the Leased Premise and Tower. Lessor shall permit Lessee or Lessee's qualified contractor(s) to install the power facilities, conduits and telecommunication/broadband lines required by Lessee at Lessee's sole cost to the Equipment.

11. LEASE TERMINATION.

- a. If Lessee is prevented from constructing and completing the installation of the Equipment for reason of any final governmental law, regulation, order, or other action, the Lease will terminate immediately without penalty and with no rent or payment due.
- b. In addition to other termination terms of this Lease, Lessee may terminate this Lease upon thirty (30) days written notice if (i) the Equipment is substantially damaged, or (ii) federal, state or local statute, ordinance, regulation or other governmental action shall preclude or limit the use of the Equipment, or (iii) the Lease becomes economically or otherwise undesirable to the Lessee, or (iv) a violation of Section 6 of this Lease occurs.
- c. Prior to the start of installation of physical Equipment and upon notice to Lessor, Lessee may terminate this Lease immediately without penalty or further obligation.
- d. If either party breaches any material term of this Lease, and after 30 days notice the violating party fails to cure such breach, the other party may terminate this Lease without penalty and seek any and all appropriate damage upon the violating party.
- 12. <u>REMOVAL OF EQUIPMENT</u>. Upon expiration of the term or earlier termination of this Lease, Lessee shall, at Lessee's sole cost and expense, forthwith remove the Equipment and all appurtenances thereto, and restore the property of Lessor to substantially the same condition that existed prior to installation of the Equipment. In the event that Lessee has not removed the Equipment within sixty

(60) days after termination hereof, Lessor may remove the Equipment. Thereafter, Lessee shall reimburse Lessor on demand for all costs and expenses of such removal

13. INSURANCE AND INDEMNIFICATION.

- a. Lessee, at its sole cost and expense shall maintain during the term of this Lease public liability and property damage insurance with a single combined liability limit of at least One Million Dollars (\$1,000,000) and Two Million Dollars (\$2,000,000) aggregate insuring against all, actual or alleged liability of Lessee and its agents, employees and representatives arising out of and in connection with Lessee's use or occupancy of the Leased Premises. Lessor shall be named as an additional insured.
- b. Lessee shall indemnify and hold Lessor harmless from and against any and all claims, actual or alleged arising from Lessor's use or occupancy of the Premises or from the conduct of its business or from any activity, work, or things which may be permitted or suffered by Lessee in or about the Leased Premises, including all damage, costs, attorney's fees, expenses and liabilities incurred in the defense of any claim or action or proceeding arising therefrom. Except for Lessor's negligent conduct, Lessee hereby assumes all risk of damage to property or injury to person in or about the Leased Premises from any cause, and Lessee hereby waives all claims, including subrogation, in respect thereof against Lessor.
- 14. <u>CONFIDENTIALITY</u>. Lessor acknowledges that the terms and conditions of this Agreement are to remain confidential for the benefit of the Lessee, and may not be disclosed by Lessor to anyone, by any manner or means, directly or indirectly, without the Lessee's prior written consent or as required by law.
- 15. <u>AUTHORIZATION TO FILE PERMITS.</u> If required, Lessor shall provide authorization to Lessee to file the appropriate permits required for the construction, maintenance, or upgrade of the Equipment when such permit would otherwise require the signature of the Lessor.
- 16. <u>DEFAULT</u>. If Lessee defaults in the performance of any of its obligations under this Lease and fails to cure such default within thirty (30) days after written notice of default has been delivered to Lessee by Lessor, Lessor shall have the right to terminate this Lease and/or pursue any other legal or equitable rights or remedies that Lessor may have against Lessee.
- 17. <u>ASSIGNMENT OF LEASE</u>. All of the provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, if any, successors, and assigns. Lessor agrees to notify Lessee promptly of the name, address and phone number of a prospective new owner or assignee of the lease premises, and Lessor further agrees to deliver a copy of this Lease to such new owner at or before assignment or property closing. Lessee may assign this lease. In the event Lessee assigns this Lease, assignee will be fully obligated under this Lease and the Lease will no longer bind Lessee.
- 18. <u>ASSUMPTION OF OBLIGATION</u>. Should Lessor sell the property, a copy of this lease must be provided to the purchaser, and the purchaser must assume the obligations of the Lessor under this lease.

- 19. <u>NOTICES</u>. Any and all notices, demands, or other communications required or desired to be given hereunder by any party shall be in writing and shall be validly given or made to another party if personally served, if sent by a recognized overnight express carrier, or by electronic mail with a copy sent by overnight express carrier. If such notice or demand is served personally or electronically, notice shall be deemed constructively made at the time of such personal or electronic service. If such notice, demand or other communication is given by overnight express carrier, such notice shall be conclusively deemed given one (1) business day after delivery to the party to whom such notice, demand or other communication is to be given as listed under the signatory line of this Lease.
- 20. <u>CHOICE OF LAW.</u> The laws of the state of Kansas shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the parties hereto. Venue shall be proper in Reno County District Court in Reno County, Kansas and federal court in Wichita, Kansas.
- 21. <u>ARBITRATION</u>. Any controversies arising out of the terms of this Agreement or its interpretation shall be settled in Kansas in accordance with the rules of the American Arbitration Association, and the judgment upon award may be entered in any court having jurisdiction thereof.
- 22. <u>WAIVER</u>. Waiver by one party hereto of breach of any provision of this Agreement by the other shall not operate or be construed as a continuing waiver.
- 23. <u>MODIFICATION OR AMENDMENT</u>. No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties hereto.
- 24. <u>UNENFORCEABILITY OF PROVISIONS</u>. If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.
- 25. <u>MISCELLANEOUS PROVISIONS</u>: Except as otherwise expressly provided in this Agreement, any additional provisions listed in Exhibit A are hereby incorporated into this Agreement by reference with the same force and effect as if set forth herein.
- 26. ENTIRE AGREEMENT; BINDING TERMS. This Lease constitutes the entire agreement of the parties. Neither Lessor nor Lessee shall be bound by any agreement, representation or warranty, expressed or implied, not contained herein and all prior agreements, understandings, and representations are hereby terminated and canceled in their entirety and are of no further force and effect. This Lease shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, personal representatives, successors and assigns (except as expressly limited herein). Time is of the essence of this Lease.

[signature page to follow]

IN WITNESS WHEREOF the undersigned have executed this Agreement as of the day and year first written above. The parties hereto agree that facsimile signatures shall be as effective as if originals.

LESSOR:	LESSEE: IdeaTek Telcom, LLC
Name:	Name: <u>Daniel P. Friesen</u>
Title:	Title: <u>CIO</u>
Date:	Date:
Notice Address:	Notice Address: 111 Old Mill In Buhler, Ks. 67522

Exhibit A

Term Sheet

1. Rent

- a. In consideration of the mutual covenants contained herein, and other good and valuable consideration, Lessee shall pay or contribute to Lessor the following:
 - i. A non-accumulating service credit totaling \$450/month (\$150 per month credit per site premises listed below).
 - South Hutchinson Community Building 101 W Ave C, South Hutchinson, KS 67505
 - b. South Hutchinson Maintenance Building 500 E Ave C, South Hutchinson
 - c. South Hutchinson Sewage Treatment Plant 500 E Ave C, South Hutchinson
 - All services subject to Ideatek's standard Service Level Agreement Terms and Conditions which can be provided by request or found online at ideatek.com
- 2. <u>Term</u> This Lease shall continue for an initial term of Seven (7) years and shall auto renew for additional three (3) year terms unless written notice is given by either party at least ninety (90) days prior to the expiration of the initial term.

3. Tower Description

- a. Name: South Hutchinson Grain Elevator
- b. Tower Description: Concrete Grain Elevator (no longer in active grain operations.)
- c. Tower Address:
- d. GPS Coordinates: 38.023574°, -97.948714°
- 4. **Leased Premises Description:** Areas utilized are the rooftop of head house, and equipment space at the base inside the facility in a utility area, with cable runs up the man lift shaft.
- 5. **Exclusivity:** City of South Hutchinson will not allow any equipment other than IdeaTek's which operates at 5ghz 5.99 Ghz frequency or which interferes with IdeaTek's frequencies to be installed on the Tower, unless approved by IdeaTek.



CITY COUNCIL AGENDA REPORT

ITEM: G 4

Meeting Date: April 10, 2023

Department: Administration

Prepared By: Joseph Turner, City Administrator

Agenda Title: Police Vehicle Purchase and Swap with Public Works

Background/Analysis – The South Hutchinson Police Department currently uses two vehicles that are not police pursuit rated and there are some concerns about potential liability to the city in the event of an accident. These vehicles are:

- 2021 Dodge Ram 1500
- 2020 Dodge Durango

The Public Works Department work trucks are extremely old and have been driven past their useful life. The departments are proposing that the public works purchase the 2021 Dodge Ram for \$30,000, which would be paid for via internal transfer in the capital equipment fund.

A new 2023 Durango will cost approximately \$39,000 plus the upfitting which is estimated to cost \$12,000. The total cost for this vehicle will be approximately \$51,000.

Chief Pickering also desires to swap out the 2020 Dodge Durango for another 2023 Durango. After purchasing the new vehicle and upfitting costs of approximately \$20,000, the total cost for the second vehicle would be about \$60,000.

After accounting for the \$30,000 internal trade to the public works department and the estimated \$22,500 trade-in value for the 2020 Durango, the police department would have a net expenditure of approximately \$58,500.

At the end of 2022, the police department had \$49,900.94 in its capital equipment reserve account with another \$4,670 owed to it by way of uncompleted transfers.

In 2023, we budgeted \$65,000 for transfers into the police department's capital reserve fund. In theory, the department has nearly \$120,000 available for equipment expenditures.

Financial Impact – Approximately \$58,500 net expense out of the police department reserves to purchase these two vehicles.

Recommendation – Staff recommends council authorize the purchase of these two vehicles and the coordinated trade-ins and transfer of funds.

Exhibit F – Vehicle Quotes and Trade-in Estimates

ALLEN SAMUELS CHRYSLER DODGE JEEP RAM

1421 E 30TH AVE

HUTCHINSON, KS 675021235

Priced Order Confirmation (POC)

Date Printed: 2023-03-14 4:45 PM VIN: 1C4RDJFG9PC577866 Quantity: 01

Estimated Ship Date: 2023-03-07 2:00 AM VON: 57166910 Status: JB - Shipped to body vendor

Date Ordered: 2022-09-28 11:52 AM Ordered By: S04599R FAN 1: 004DX South Hutchinson Police Depart

FAN 2:

Client Code:

Bid Number: TB3065

Sold to: Ship to: PO Number:

ALLEN SAMUELS CHRYSLER DODGE JEEP

RAM (45689)

ALLEN SAMUELS CHRYSLER DODGE JEEP RAM (45689)

1421 E 30TH AVE 1421 E 30TH AVE

HUTCHINSON, KS 675021235 HUTCHINSON, KS 675021235

Vehicle:

2023 DURANGO PURSUIT VEHICLE AWD (WDEE75)

	Sales Code	Description	MSRP(USD)	FWP(USD)
Model:	WDEE75	DURANGO PURSUIT VEHICLE AWD	41,415	41,228
Package:	2BZ	Customer Preferred Package 2BZ	0	0
	ERC	3.6L V6 24V VVT Engine Upg I w/ESS	0	0
	DFT	8-Spd Auto 850RE Trans (Make)	0	0
Paint/Seat/Trim:	PDN	Destroyer Grey Clear Coat	395	356
	APA	Monotone Paint	0	0
	*A7	Cloth Bucket Seats W/Rear Vinyl	135	121
	-X9	Black	0	0
Options:	GXF	Entire Fleet Alike Key (FREQ 1)	160	145
	LNF	Black Left LED Spot Lamp	610	549
	NAS	50 State Emissions	0	0
	YEP	Manuf Statement of Origin	0	0
	3AH	Price Protection - Code H	0	0
	4NU	Fuel Fill / Battery Charge	0	0
	4FM	Fleet Option Editor	0	0
	4ES	Delivery Allowance Credit	0	-414
	2SQ	FCA Fleet Powertrain Care	0	0
	YG1	7.5 Additional Gallons of Gas	0	26
	4FT		0	0
	5T2	Febuary Production	0	0
	5N6	Easy Order	0	0
	4FT	Fleet Sales Order	0	0
	4EA	Sold Vehicle	0	0
Non Equipment:	4KA	Special Bid Handling	0	0
	4FA	Special Bid-Ineligible For Incentive	0	0
	4DH	Prepaid Holdback	0	-1,281
	MAF	Fleet Purchase Incentive	0	0
Bid Number:	TB3065	Government Incentives	0	-3,500
Special Equipment:	99595B		0	0
	99595A		0	0
Destination Fees:			1,595	1,595
			1,000	,,,,,,
		Tot	al Price: <u>44.310</u>	38.825

Note: This is not an invoice. The prices and equipment shown on this priced order confirmation are tentative and subject to change or correction without prior notice. No claims against the content listed or prices quoted will be accepted. Refer to the vehicle invoice for final vehicle content and pricing. Orders are accepted only when the vehicle is shipped by the factory.

ALLEN SAMUELS CHRYSLER DODGE JEEP RAM

1421 E 30TH AVE Priced Order Confirmation (POC)

HUTCHINSON, KS 675021235

 Date Printed:
 2023-03-14 4:45 PM
 VIN:
 1C4RDJFG0PC577867
 Quantity:
 01

Estimated Ship Date: 2023-03-08 2:00 AM VON: 57166911 Status: JB - Shipped to body vendor

Date Ordered: 2022-09-28 11:52 AM Ordered By: S04599R FAN 1: 004DX South Hutchinson Police Depart

FAN 2:

Client Code:

Bid Number: TB3065

Sold to: Ship to: PO Number:

ALLEN SAMUELS CHRYSLER DODGE JEEP

RAM (45689)

ALLEN SAMUELS CHRYSLER DODGE JEEP RAM (45689)

1421 E 30TH AVE 1421 E 30TH AVE

HUTCHINSON, KS 675021235 HUTCHINSON, KS 675021235

Vehicle: 2023 DURANGO PURSUIT VEHICLE AWD (WDEE75)

	Sales Code	Description		MSRP(USD)	FWP(USD)
Model:	WDEE75	DURANGO PURSUIT VEHICLE AWD		41,415	41,228
Package:	2BZ	Customer Preferred Package 2BZ		0	0
	ERC	3.6L V6 24V VVT Engine Upg I w/ESS		0	0
	DFT	8-Spd Auto 850RE Trans (Make)		0	0
Paint/Seat/Trim:	PDN	Destroyer Grey Clear Coat		395	356
	APA	Monotone Paint		0	0
	*A7	Cloth Bucket Seats W/Rear Vinyl		135	121
	-X9	Black		0	0
Options:	GXF	Entire Fleet Alike Key (FREQ 1)		160	145
	LNF	Black Left LED Spot Lamp		610	549
	NAS	50 State Emissions		0	0
	YEP	Manuf Statement of Origin		0	0
	3AH	Price Protection - Code H		0	0
	4NU	Fuel Fill / Battery Charge		0	0
	4FM	Fleet Option Editor		0	0
	4ES	Delivery Allowance Credit		0	-414
	2SQ	FCA Fleet Powertrain Care		0	0
	YG1	7.5 Additional Gallons of Gas		0	26
	4FT			0	0
	5T2	Febuary Production		0	0
	5N6	Easy Order		0	0
	4FT	Fleet Sales Order		0	0
	4EA	Sold Vehicle		0	0
Non Equipment:	4KA	Special Bid Handling		0	0
	4FA	Special Bid-Ineligible For Incentive		0	0
	4DH	Prepaid Holdback		0	-1,281
	MAF	Fleet Purchase Incentive		0	0
Bid Number:	TB3065	Government Incentives		0	-3,500
Special Equipment:	99595B			0	0
	99595A			0	0
Destination Fees:				1,595	1,595
			Total Price:	44.310	38.825
			rotarritos.		

Note: This is not an invoice. The prices and equipment shown on this priced order confirmation are tentative and subject to change or correction without prior notice. No claims against the content listed or prices quoted will be accepted. Refer to the vehicle invoice for final vehicle content and pricing. Orders are accepted only when the vehicle is shipped by the factory.

J.D. Power Official Used Car Guide 03/14/2023

Vehicle Summary NADA Values

Region:

202303 Midwest

Stock

#:

Vehicle

2021 Ram

VIN:

1C6RR7XT3MS523357

Description:

Ram 1500 Classic Crew Cab Special

Service 4WD 5.7L V8

MSRP:

\$41,885

Weight:

5,430

Mileage:

30,000

	<u>Rough</u> <u>Trade-In</u>	<u>Average</u> <u>Trade-In</u>	<u>Clean</u> Trade-In	<u>Clean</u> <u>Loan</u>	<u>Clean</u> <u>Retail</u>
Base value	\$27,125	\$28,900	\$30,375	\$27,350	\$33,325
Optional Equipment					
Aluminum/Alloy Wheels	\$325	\$325	\$325	\$325	\$375
RamBox Storage	\$650	\$650	\$650	\$650	\$725
Option Total	\$975	\$975	\$975	\$975	\$1,100
Mileage Adjustment	\$575	\$575	\$575	\$575	\$575
Total J.D. Power Official Used Car Guide Values	\$28,675	\$30,450	\$31,925	\$28,900	\$35,000

Allen Samuels CJDR Hutchinson

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\$21,000

Deal	
Buyer	
Trades	
PDI	
Disclosure	
Recap	
Summary	
Commissions	
Forms	

Business Office CITY OF SOUTH HUTCHINSON

2 SOUTH MAIN, SOUTH HUTCHINSON, KS, 67505

Home: 620-663-7104 Cell:

Email:

County: RENO

Deal Information

Deal Status: Capped

Retail Lease Rebate AMO\$/Opt Sale Date List 46255.00 08/12/21 Deliver Price APR Insurance 30381.00 08/12/21 First Payment Down Term Days Accessories 08/12/21 1 Trade Tax Serv Cont Lender 28000.00 Cash Sale-Fleet Payoff **Tax Group** Fee\$/Lender Discount Kansas State 15874.00 **Function** Payment/Options 2381.00

Other / Salespeople

Trade Desc

Odometer 216

Permit#/Exp

Salesperson1 Salesperson2 F&I Manager

606

Sales Manager

R1581A 17 CHEVROLET SILVERADO 150

EMCASCO INSURANCE

CG124FI0WP124

02381X00A000MSRP46255

Exhibit F - 4

R1581

OS and

N 21 RAM 1500 CLASSIC (5.

1C6RR7XT3MS523357

Stock #

Save

Exit

Cancel



✓ Mileage: 60000

V

Member Profile Log Out

Manual Bookout

Year: 2020

Make: DODGE

Model: Durango

Allen Samuels CJDR Hutchinson

J.D. Power Bookout BlackBook Bookout

Bookout using J.D. Power

DURANGO Trlm: Utility 4D Police AWD 3.6L V6

Get Options Connect to MMR

Print Notes:		

				J.I	D. POWER	
J.D Power Calculator					202303 Midwest	
				Mileage Adjustment		
Clean Retail	Clean Retail Clean Trade-In		ge Trade-In	Rough Trade-In	Clean Loan	
\$28,275	\$25	,500 \$	24,300	\$22,825	\$22,875	
Option	Value	Option	Value	Option	<u>Value</u>	
Certified Pre-Owned	\$0	☐ Blind Spot Monitor	\$125	Fixed Running Boards	\$50	
Luggage Rack	\$50	Auxiliary Fuel Tan	k \$50	☐ Towing/Camper Pkg	\$350	
	All J.D. P	Power values are reprinted with	permission of J.D.	Power Official Used Car Guide C	ompany J.D. Power 2000	

Update Book Values

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* 22,000 ± 22,500

MONTHLY WATER RIGHTS PERFECTION REPORT				MONTHLY WATER RIGHTS PERFECTION REPORT						
	2022 \4/2	ator Usage	/gal \			2022 14/	ator Usage	/gal \		1
	ZUZZ VV	ater Usage	gai.)			2023 VV	ater Usage	gai.)		ŀ
	Well #3	Well #4	Well #5	Total		Well #3	Well #4	Well #5	Total	ł
January	3,901,600	10,857,400	5,757,600	20,516,600	January	3,010,100	4,248,500	14,467,500	21,726,100	Ī
February	274,300	12,465,100	6,934,000	19,673,400	February	804,600	5,163,200	14,843,000	20,810,800	ľ
March	60,500	13,965,900	7,496,700	21,523,100	March	2,225,700	1,248,000	19,502,200	22,975,900	
April	38,500	14,306,200	9,280,400	23,625,100	April				0	l
May	51,000	14,855,200	9,563,700	24,469,900	May				0	
June	1,290,300	15,354,200	10,942,800	27,587,300	June				0	
July	87,100	18,206,500	14,646,000	32,939,600	July				0	
August	500	19,710,000	14,597,800	34,308,300	August				0	
September	2,011,800	16,887,700	12,412,700	31,312,200	September				0	
October	7,030,300	5,488,300	13,864,300	26,382,900	October				0	
November	9,806,300	2,213,500	10,926,000	22,945,800	November				0	L
December	10,810,400	0	11,397,100	22,207,500	December				0	
	35,362,600	144,310,000	127,819,100	307,491,700		6,040,400	10,659,700	48,812,700	65,512,800	
Auth. Qty.	139,610,000	144,310,000	148,110,000	349,433,000	Auth. Qty.	139,610,000	144,310,000	148,110,000	349,433,000	l
Amt. to Perfect	n/a	0	20,290,900	n/a	Amt. to Perfect	n/a	n/a	99,297,300	n/a	
*Green columns	are water file	es eligible for	perfection		*Green columns	s are water fil	es eligible foi	perfection		+
**White column			•	ed	**White colum				ted	T
								•		
Q1				61,713,100	Q1				65,512,800	6



PUBLIC WORKS REPORT

To: Honorable Mayor and City Council

From Ronnie Pederson, Public Works Superintendent

Re: Public Works Superintendent report for April 10th, 2023 City Council Meeting

Date: April 6th ,2023

Streets

- Street sweeping.
- Pothole patch holes in town.
- Repaired sprinkler line at city hall.
- Started all city irrigation.
- Mowing/Weed eating.
- Serviced police vehicle.
- Serviced vactor.
- Serviced skid steer.
- Replaced thermostat in service truck.
- Serviced mowing tractor/ Changed cutting blades.
- Cleaned fire station sand traps in wash bay.
- Inspected and certified mosquito sprayer for upcoming year.

Water

- Weekly checks and inspections.
- One call utility locates.
- Changed chlorine cylinders at water wells.
- Started exercising city water main valves.
- Finished water meter clean out and inspections for lead and copper inventory.
- Replaced 2 water meter setters.
- Multiple water meter checks and reads.
- Red tags.
- KRWA conference.

Wastewater

- Daily and weekly checks and inspections completed.
- One call utility locates.
- Wasted sludge at wastewater facility.
- Pressed sludge at wastewater facility.
- Cleaned clarifiers and UV bulbs.
- Pulled KDHE state samples for analysis.
- Prepared samples for 503 sludge regs.
- KRWA conference.