Regular Council - Dec 13 2023 Agenda

Wednesday, December 13, 2023 at 6:30 PM

Council Chambers

1. CALL TO ORDER

2. ROLL CALL

3. CONSENT AGENDA

3.1 Adoption of Minutes

Regular Council - Nov 08 2023 - Minutes - Html

3.2 Sheriff Calls- November 2023

November Calls For Service.pdf

3.3 Expenditures- November 2023

Monthly Finance 2023.pdf

4. OLD BUSINESS

Procurement Policy- CBDG

Gavin Thunberg

Water Relief-

5. New Business

5.1 Mobile Home Licenses

Lorna Cherry

Sunset 77

Don's Mobile Home Park

5.2 COLA increase

5.3 Christmas Bonus
2024 Christmas bonus.pdf

5.4 Approve Core and Main Agreement
agreement001.pdf

5.5 Approve Change Order
change order.pdf

6. CITY COUNCIL COMMENTS

7. MAYOR'S COMMENTS

8. STAFF REPORTS

City Admin/Clerk-

Public Works Superintendent-

Public Works November 2023 Notes (002).pdf

9. EXECUTIVE SESSION

10. ADJOURNMENT

Regular Council - Nov 08 2023 Minutes

Wednesday, November 8, 2023 at 6:30 PM

Council Chambers

Draft

1. CALL TO ORDER

The Regular City Council Meeting was called to order at 6:30pm

2. ROLL CALL

Roll Call was taken, all that were present were Jay Sanderson, Bill Akers, Todd Martin, Mike Shirley, Mike Powell, Brittany Nordstedt, and Richard Samaniego.

3. CONSENT AGENDA

A motion was made to approve the consent agenda including the minutes.

Moved by: Todd Martin

Seconded by: Jay Sanderson

All were in favor. Motion carries.

3.1 Approval of Consent Agenda

Minutes from Regular Council Meeting

Regular Council - Oct 11 2023 - Minutes - Members.pdf

Financial Information

Monthly Finance 2023.pdf

Sheriff Calls- October

October Calls For Service.pdf

4. Speaker's Forum

5. Citizen's Forum

6. OLD BUSINESS

October Expenditures were added to the agenda as an amendment.

There was a motion to approve the expenditures.

Moved by: Todd Martin

Seconded by: Jay Sanderson

All were in favor of the approval. Motion carries.

6.1 Road Closures

Christmas Around Town/Car Show

Map- Christmas around town.pdf

There was a motion to approve road closures for Christmas Around Town/Car Show.

Moved by: Jay Sanderson

Seconded by: Bill Akers

All were in favor. Motion Carries

6.2 Copier/Printer Company

City of Douglass Proposal (005).pdf

There was a motion to approve the Copier/Printer Proposal

Moved by: Todd Martin

Seconded by: Jay Sanderson

All were in favor. Motion Carries

7. NEW BUSINESS

7.1 Christina Henson- Audit

12-31-2022 DOUGLASS LETTER.pdf

12-31-2022 DOUGLASS FINANCIALS.pdf

There was a motion to approve 2022 audit presented by Christina Henson.

Moved by: Jay Sanderson

Seconded by: Bill Akers

All were in favor. Motion carries.

7.2 CBDG- Procedure

procurement policy.pdf

Draft

There was a motion to table the Procurement Policy.

Moved by: Bill Akers

Seconded by: Todd Martin

All were in favor. Motion carries

7.3 Pre- Pay Postage

Discussion of pre-paying for postage for bills, late bills and newsletter mailings.

There was a motion to approve pre- postage in the amount of $4500.

Moved by: Jay Sanderson

Seconded by: Bill Akers

All were in favor. Motion carries.

7.4 CMB License Renewals

Casey's General Store

caseys.pdf

There was a motion to approve Casey's CMB License.

Moved by: Bill Akers

Seconded by: Todd Martin

All in favor. Motion Carries.

Dollar General

dollar general.pdf

There was motion to accept the CMB license for Dollar General.

Moved by: Todd Martin

Seconded by: Bill Akers

All were in favor. Motion carries.

8. CITY COUNCIL COMMENTS

9. MAYOR'S COMMENTS

10. STAFF REPORTS

11. EXECUTIVE SESSION

12. ADJOURNMENT

Draft

There was a motion to adjourn the meeting at 7:46pm
Moved by: Todd Martin
Seconded by: Jay Sanderson

CAO

Mayor

Draft

November, 2023 Douglass Calls For Service

Date	Call Type	Location	Outcome	Officer
11/1/2023	Runaway	300 blk N Poplar St	HBO	District
11/1/2023	Criminal Damage	300 blk N Elm St	HBO	District
11/1/2023	Battery	300 blk N Elm St	HBO	White
11/1/2023	Noise Complaint	600 blk S HWY 77	HBO	White
11/2/2023	Noise Complaint	500 blk N HWY 77	HBO	White
11/2/2023	Accident/ 10-47	300 blk W 1st St	Accident	White
11/2/2023	Suspicious Person	500 blk N HWY 77	HBO	White
11/3/2023	Assist other	600 blk S Deambra	HBO	White
11/3/2023	School Check	900 blk E 1st St	HBO	District
11/3/2023	Check Shots	500 blk S Willow St	HBO	District
11/4/2023	Court Order Violation	300 blk N Walnut St	HBO	Parker
11/4/2023	Battery	600 blk S HWY 77	HBO	Parker
11/6/2023	Criminal Damage	400 blk S Walnut St	Report	District
11/6/2023	Traffic Hazard	E 1st St and N Maple St	HBO	White
11/6/2023	Suspicious Vehicle	700 blk S HWY 77	HBO	District
11/7/2023	Criminal Trespass	300 blk N Elm St	HBO	White
11/7/2023	Miscellaneous	300 blk N Elm St	HBO	White
11/7/2023	Traffic Stop	E 2nd St and S Forest St	Warning	White
11/8/2023	Lost Property	500 E 2nd St	Report	District
11/9/2023	Accident/ 10-47	N HWY 77 and E Sunset Dr.	Accident	District
11/9/2023	Miscellaneous	300 blk N Elm St	HBO	Parker
11/10/2023	Check Welfare	100 blk S HWY 77	HBO	District
11/10/2023	Animal/ Vicious	500 blkn N HWY 77	Report	District
11/11/2023	Disturbance	500 blk N HWY 77	HBO	District
11/12/2023	Runaway	800 blk E 4th Cir	HBO	District
11/12/2023	Miscellaneous	300 blk E 6th St	HBO	District
11/12/2023	Disturbance	400 blk S Maple St	HBO	District
11/12/2023	Criminal Trespass	400 blk S Forest ST	HBO	District
11/13/2023	Extra Patrol	300 blk E 6th St	HBO	District
11/13/2023	Harassment	400 blk S Maple St	HBO	Parker
11/13/2023	Accident/ 10-47	E 1st and N HWY 77	Accident	Parker
11/14/2023	Extra Patrol	300 blk E 6th St	HBO	District
11/14/2023	Miscellaneous	400 blk S Forest St	HBO	Parker
11/14/2023	Miscellaneous	400 blk S Maple St	Report	District
11/14/2023	Traffic Stop	E 3rd St and S Elm St	Citation	Parker
11/14/2023	Disturbance	700 blk S Riverview St	HBO	Parker
11/15/2023	Accident/ 10-47	S HWY 77 and E 8th St	Accident	District
11/15/2023	Arrest/ Warrant	530 N HWY 77	Arrest	District
11/16/2023	Check Welfare	200 blk W 1st St	HBO	District
11/17/2023	Disturbance/ Dv	100 blk N Chestnut	Arrest	District
11/17/2023	Traffic Hazard	N HWY 77 and E 1st St	HBO	Parker
11/17/2023	Traffic Stop	E 1st St and N Maple St	Warning	Parker
11/18/2023	Found Property	200 blk S Riverview St	HBO	District
11/22/2023	Accident/ 10-47	300 blk S Forest St	Accident	District

11/25/2023	Miscellaneous	E 3rd St and S Elm St	HBO	District
11/27/2023	Motorist Assist	MM 38 HWY 77	HBO	District
11/30/2023	Civil	530 N HWY 77	HBO	White
11/30/2023	Disturbance/ DV	400 blk S Forest ST	Arrest	White

W

Call Breakdown by Deputy

	White	Open	Parker	SRO	District
Total Calls For Service	12	0	10	0	26
Calls Handled by Officer	9	0	7	0	17
Accident Reports	1	0	1	0	3
Criminal Reports	0	0	0	0	4
Traffic Citations	0	0	1	0	0
Traffic Warnings	1	0	1	0	0
Arrests	1	0	0	0	2

	Expenses		
Check #	Recipient	Description	Amount
38308	D&S Auto Supply	Shop Supplies	$ 247.79
38309	River Valley Supply	Shop Supplies	$ 666.82
38310	KS Dept of Rev Misc Tax Sec	Water Fees	$ 620.46
38311	Xerox	Copiers	$ 589.25
38312	Rose Hill Vet	Kennel Inspection	$ 105.00
38313	Lan Flippo	Office Cleaning	$ 200.00
38314	Salina Supply Co	Water Supplies	$ 465.14
38315	SpeedTech Lights	Truck Lights	$ 1,080.36
38316	Towncloud	Office Supplies	$ 50.00
38317	Royal Publishing	AD VB Sub State	$ 100.00
38318	Advantage Computer	Jayhawk	$ 2,512.00
38319	Quill	Office Supplies	$ 400.07
38320	Verizon	Office Phones	$ 319.86
38321	KS Gas Service	Gas	$ 295.24
38322	Uline	Shop Shelving	$ 568.17
38323	Kirby Gibson	HRA	$ 95.41
38324	Advance Insurance	Insurance	$ 400.49
38325	Wichita Winwater Works	Water Supplies	$ 34.40
38326	Daniels Ready Mix	Concrete	$ 462.00
38327	Evergy	Electric	$ 2,560.39
38328	Solvaris Net LLC	TextCaster	$ 100.00
38329	Hub International	Insurance	$ 250.00
38330	City of Douglass	Petty Cash	$ 384.00
38331	Augusta Home Center	Shop Supplies	$ 20.98
38332	Column	Ordinances	$ 108.80
38333	O'Reilly Automotive	Truck Repair	$ 7.63
38334	Core & Main LP	Water Meter	$ 1,120.00
38335	Vision Care Direct	Insurance	$ 215.46
38336	KS One- Call System	Locates	$ 54.00
38337	Waste Connection	Trash	$ 14,868.58
38238	Cox Business	Internet	$ 1,166.00
38340	Lowe's Business	Credit Card	$ 118.76
38339	BuCo Sheriff's Dept	Contracts	$ 9,474.22
38338	Loyd Group	Audit Fees	$ 5,040.00
38342	BCBSKS	Insurance	$ 8,812.41
38341	AFLAC	Insurance	$ 54.72
38343	Liberty National	Insurance	$ 330.64
38344	Foley Equipment	Generator	$ 1,528.60
38345	Gibson, Watson, Marino,LLC	Legal	$ 1,500.47
38346	Young & Assoc	Meters	$ 2,280.00
38347	EMC Insurance	Insurance	$ 4,089.78
38348	KS One- Call System	Locates	$ 54.00
38349	Core & Main LP	Water Supplies	$ 702.25
38350	Xerox	Copiers	$ 1,178.50

38351	RWD #6	Water	$ 7,757.48
38352	Evergy	Electric	$ 1,088.04
38353	The Auto Shop	Truck Repair	$ 127.48
38354	Visa	Credit Card	$ 1,982.21
38355	Advance Insurance	Insurance	$ 293.35
38356	Hach Company	Water Supplies	$ 152.02
38357	Advantage Computer	Jayhawk	$ 1,163.00
38358	SpeedTech Lights	Truck Lights	$ 153.80
38359	Cox Business	Phones / Internet	$ 1,172.79
38360	Towncloud	Office Supplies	$ 50.00
38361	Column	Publication	$ 653.25
38362	BuCo Sheriff's Dept	Sept Contracts	$ 13,366.70
38363	USPS	Dec Bills	$ 322.56
38364	Superior Metal Solutions	Truck Bed	$ 850.00
38365	Grainger	Locks Inspection	$ 122.68
38366	Clean Rite Pressure Washing	Street Sweeping	$ 4,400.00
38367	Liberty National	Insurance	$ 330.64
		Payroll 11/3/2023	$ 12,750.99
		Payroll 11/17/2023	$ 12,939.45
		Payroll 12/1/2023	$ 13,356.44
		Total	$ 138,265.53

Revenue		
Water	$	86,251.58
Trash	$	16,475.27
Sewer	$	28,215.83
Total	$	130,942.68
Statement Date	11/01/2023 - 11/30/2023	
Prev. Balance	$	1,313,116.90
Deposits/Credits	$	125,901.17
Checks/Debits	$	117,149.94
Interest Paid	$	1,622.16
Current Balance	$	1,323,490.29

AGREEMENT

THIS AGREEMENT is dated as of the 16th day of November in the year 2023 by and between **CITY OF DOUGLASS, KANSAS** (hereinafter called OWNER) and **Core & Main LP** (hereinafter called CONTRACTOR). OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK

CONTRACTOR shall furnish all work as specified or indicated in the Contract Documents. The Work to be furnished is generally described as follows:

ADVANCED METERING INFRASTRUCTURE (AMI) IMPROVEMENTS
CITY OF DOUGLASS, BUTLER COUNTY, KANSAS

Article 2. ENGINEER

The work has been prepared by **Young & Associates, PA, 100 South Georgie, Derby, KS 67037.**

Article 3. CONTRACT TIME

3.1 The WORK is to be substantially completed within the number of calendar days indicated by the BIDDER in Section 00300 – Bid Form, Paragraph 6, from the date when the contract time commences to run, and completed and ready for final payment in accordance with Paragraph 14.13 of the General Conditions.

3.2 Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed by the deadline and ready for acceptance by the OWNER within the time specified in Paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize that the timely performances of services by other parties involved in OWNER'S project are materially dependent upon CONTRACTOR'S specific compliance with the requirements of Paragraph 3.1. Further, they recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual losses or damages (including special, indirect, consequential, incidental and any other losses or damages) suffered by

OWNER if complete acceptable Work is not completed on time. Accordingly, and instead of requiring proof of such losses or damages, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay OWNER TWO HUNDRED FIFTY DOLLARS ($250.00) for each calendar day that expires after the time specified in Paragraph 3.1 for completion of acceptable Work.

Article 4. CONTRACT PRICE

4.1 OWNER will pay CONTRACTOR for completion of the Work in accordance with the Contract Documents in current funds as follows:

See CONTRACTOR'S Unit Price Bid on attached BID FORM.

Article 5. PAYMENT PROCEDURES

CONTRACTOR shall submit Applications for payment in accordance with Article 14 of the General Conditions, Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

5.1 Progress Payments. OWNER will make progress payments on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payment, which have been recommended by the ENGINEER and submitted to OWNER prior to the 1st day of each month, on or about the 20th day of each month during construction as provided below. All progress payments will be on the basis of the Work measured in place by the schedule of values established in Paragraph 2.9 of the General Conditions (and in the case of Unit Price Work based on the number of units completed). Progress payments will be made in the amount of ninety (90) percent of the value of the completed work. The remaining ten (10) percent will be withheld from each payment until the project is completed, upon which the final payment of 100 percent will be paid if the project is completed and accepted by the City.

5.2 Final Payment. Upon final completion and acceptance of the Work in accordance with Paragraph 14.13 of the General Conditions, OWNER will pay the remainder of the Contract Price as recommended by ENGINEER as provided in said Paragraph 14.13.

Article 6. INTEREST

All moneys not paid within thirty (30) days of when due, as provided in Article 14 of the General Conditions shall bear interest at the maximum rate allowed by law at the place of the Project.

Article 7. CONTRACTOR REPRESENTATIONS

In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representations:

7.1 CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.

7.2 CONTRACTOR has studied carefully all physical conditions relating to the installation and operation of an AMI system including but not limited to water meter installations, communication systems, hardware and software that in any manner may affect cost, progress, performance or furnishing of the Work.

7.3 CONTRACTOR has the responsibility to satisfy himself as to any physical conditions at or contiguous to the site or otherwise that may affect the cost, progress, performance or furnishing of the Work as CONTRACTOR considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents.

7.4 CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

Article 8. CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work consist of the following:

8.1 This Agreement (Pages 00500-1 through 00500-6 inclusive)

8.2 Exhibits to this Agreement.

8.3 Performance Bond, Payment Bond, and Statutory Bond, consisting of **8** pages.

8.4 General Conditions, consisting of **64** pages.

8.5 Special Conditions, consisting of **2** pages.

8.6 Specification bearing the title:

ADVANCED METERING INFRASTRUCTURE (AMI) IMPROVEMENTS
CITY OF DOUGLASS, BUTLER COUNTY, KANSAS

8.7 Addendum No. 1 (dated 8/21/23) and Addendum No. 2 (dated 9/5/23)

8.8 CONTRACTOR'S Bid (attached herewith).

8.9 Documentation submitted by CONTRACTOR prior to Notice of Award (pages N/A to N/A, inclusive).

8.10 The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendment and other documents amending, modifying, or supplementing the Contract Documents pursuant to Paragraphs 3.4 and 3.5 of the General Conditions

8.11 The documents listed in Paragraphs 8.2 above are attached to this Agreement (except as expressly noted otherwise above).

There are no Contract Documents other than those listed above in this Article 8. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraphs 3.4 and 3.5 of the General Conditions.

Article 9. MISCELLANEOUS

9.1 Terms used in this Agreement, which are defined in Article 1 of the General Conditions, will have the meaning indicated in the General Conditions.

9.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no

assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.3 OWNER and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenant, agreements, and obligations contained in the Contract Documents.

Article 10. OTHER PROVISIONS

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR, and ENGINEER. All portions of the Contract Documents have been signed or identified by OWNER, and ENGINEER on their behalf.

This Agreement will be effective on November 16, 2023.

OWNER: THE CITY OF DOUGLASS, KANSAS

By: _____ ATTEST: _____
Mike Shirley, Mayor Michael Powell, City Clerk

Address for giving notices:

322 S. Forrest St.
Douglass, Kansas 67039

CONTRACTOR: _____

By: Jerry Pope ATTEST: _____

Address for giving notices:

8405 W. Irving St.
Wichita KS 67209

CONTRACT CHANGE ORDER NO. 1

Project: **Advanced Metering Infrastructure (AMI) Improvements**
City of Douglass, Butler County, Kansas
KPWSLF Project No. 3080
Y&A Project No. 23-493

Contractor: CORE & MAIN, LP
P.O. Box 74
McPherson, Kansas 67460

Date: November 14, 2023

1. The following changes are hereby made to the CONTRACT DOCUMENTS:
   Refer to items 1 through 5 on attached "Douglass KPWSLF 3080 Plan and Specification revisions needed that must be done by change order".

2. The following changes are hereby made to the CONTRACT AMOUNT:
   No change in contract amount.

3. The following changes are hereby made to the CONTRACT TIME:
   No change in contract time.

CHANGE ORDER AUTHORIZATION:

Change Order No. 1 Prepared by:
CITY ENGINEER

11/14/23
Young & Associates, PA, Date
100 South Georgie, Derby, KS 67037

Change Order No. 1 Approved by:
CONTRACTOR

11/24/23
Core & Main, LP Date
P.O. Box 74, McPherson, Kansas 67460

Change Order No. 1 Approved by:
Bureau of Water, KDHE

Bureau of Water, KDHE Date
Division of Environment – Curtis State Office Building
1000 SW Jackson St., Suite 400, Topeka, Kansas 66612-1367

Change Order No. 1 Accepted by:
OWNER

City of Douglass, Kansas Date
322 South Forrest, Douglass, KS 67039

Douglass KPWSLF 3080 Plan and Specification revisions needed that must be done by change order.

1. On page 02608-1 of the specification manual, the last sentence of the first paragraph under the "General" heading will need to be changed to "Ultrasonic meters and related appurtenances shall comply with all provisions of EPA' Safe Drinking Water Act, be NSF 61 product certified, and conform to the requirements of NSF 372, the Reduction of Lead in Drinking Water Act (2014)."

2. On page 02608-1, the second sentence of paragraph 2.3 will need to be changed to "The meter housing shall be stamped showing the direction of water flow, meter size and NSF 61 product certification."

3. On page 02608-4 add a paragraph 3.4 that reads: "On December 17, 2021 the USEPA promulgated (published) the Lead and Copper Rule Revisions (LCRR) in the Federal Register. https://www.govinfo.gov/content/pkg/FR-2021-12-17/pdf/2021-27457.pdf. The Lead and Copper Rule Revisions (LCRR) requires water utilities to develop an inventory of service line materials on both the utility and customer owned sides of the meter. KDHE strongly recommends identification of privately and publicly owned pipe materials and tracking of water line materials during construction of this project. A spreadsheet for inventory development is available for your use. Please contact Rob Gavin at Robert.Gavin@ks.gov to request the spreadsheet file. In addition, all lead lines or other lead encountered in the distribution system either on the customer side or utility side of the meter should be replaced."

4. On Appendix A-1 the detail for the MATERIALS FOR 1" OR 2" MANUAL AIR RELEASE ASSEMBLY detail in Sheet APPENDIX A-1 should be removed from Sheet APPENDIX A-1.

5. In Section 00500 – the agreement must list the KDHE SRF Contract Bid Forms and Provisions in Article 8 as part of the contract documents.

Public Works November 2023 Notes

- 11/6- Water main repair, 821 E First St, 6” cast iron broken at joint, r & r three-foot section
- 11/17- Water leak repaired at 435 E Ash St
- Well #12 repairs- Meter replaced, air remover was leaking and removed.
- City Shop vehicles serviced (monthly maint.)
- Decorative globe lights on the west side of Forrest between second and third repaired
- All Christmas decorations checked, repaired, and installed, including rebuild of seasons greetings sign now installed on third street in front of our shop
- Evergy street light at fifth and maple that was strobing has been repaired
- Snow equipment all tested
- Light bars purchased and installed on 07 GMC, 08 Ford and 2015 Dodge, and 08 Ford wired for salt spreader
- Repairs made to generator at city hall per recommendations from Foley.
- 11/25 and 11/26, Thanksgiving holiday snow storm. 8” snow, approx. 30 man hours and 8 tons of salt used.