

CITY OF SILVER LAKE COUNCIL MEETING

CITY HALL

August 19, 2024

5:30 P.M.

ORDER OF BUSINESS MEETING

Pledge of Allegiance

Public Comments

Minutes

Appropriation Ordinance

Business Items:

1. Steel in the Air Consulting Agreement
2. Civic Plus - Emergency Notification System Renewal
3. CD Reinvestment
4. Councilmember Resignation

****PLEASE NOTE: This agenda is subject to additions or changes as may be necessary.

DRAFT
City of Silver Lake Regular Session Minutes
Monday, August 5, 2024

The Governing Body of the City of Silver Lake met in regular session at City Hall on August 5, 2024, at 5:30 PM with Mayor Jonah Bishop conducting the meeting and the following Councilmembers present: Brad Bryant, Pasia Hutsell and Kenneth Wade (3) absent: Jake Fisher, Michael Hamilton, (2). Also present was City Attorney Todd Luckman, Police Chief Doug Ashcraft, Public Works Assistant Brad Kirk, City Clerk Marie Beam and Assistant Clerk Sarah Glenn.

The attention of all present was called to the proposed budget for the 2025 Budget Hearing. No members of the community wished to discuss the budget. A motion was made by Councilmember Wade to adopt the 2025 Budget. The motion was seconded by Councilmember Hutsell, and with no further discussion the 2025 Budget was adopted. Councilmember Bryant made a motion to close the hearing. Councilmember Wade seconded the motion and the motion passed.

For Public Comment Lions Club Member Wayne Kellner was present to tell Council about the Culpepper & Merriweather Circus coming to town on Saturday, September 7, 2024. The public can contact Mr. Kellner for tickets: Adult tickets are \$13, children \$8, seniors \$8 and children under 2 are free.

Clerk Beam spoke on behalf of the Senior Citizens who have requested handicap buttons be added to the doors at the Community Center. The Public Works Department will get quotes to present to Council.

A motion was made by Councilmember Bryant to approve the minutes of the July 15, 2024 meeting as written. The motion was seconded by Councilmember Wade and carried.

The monthly financial report was presented by Councilmember Bryant.

Claim vouchers in the amount of \$23,006.88 were submitted to Council for appropriation. A motion was made by Councilmember Wade and seconded by Councilmember Bryant that said Appropriation Ordinance be accepted as read and passed by a roll call vote of AYE: Brad Bryant, Pasia Hutsell and Kenneth Wade (3) NAY: (0). The Ordinance was declared passed and numbered 2612.

A motion was made by Councilmember Wade, seconded by Councilmember Hutsell to adopt Resolution 2024-06 that would waive the requirements of K.S.A. 75-1120a(a) for the year 2024. This statute relates to the generally accepted accounting principles (GAAP) in the preparation of financial statements and reports. The motion passed unanimously, and the resolution was adopted.

Councilmember Wade presented a bid to hire consulting company Steel in the Air to help Council decide how to proceed with the rental of the water tower for Verizon Antennas. After discussion Councilmember Hutsell made a motion to hire the company for \$4500. The motion was seconded by Councilmember Bryant and passed with all ayes.

Council reviewed the Capital Improvement Plan. Councilmember Wade made a motion to accept the plan as amended. The motion was seconded by Councilmember Hutsell and carried.

Councilmember Bryant made a motion to approve the application for a Cereal Malt Beverage License from the Priddy Parlor. The motion was seconded by Councilmember Wade and carried with all ayes.

Councilmember Wade made a motion to approve the Annual Neptune Subscription, for the water meter reading platform, in the amount of \$1177.89. Councilmember Bryant seconded the motion and the motion passed. Public Woks Assistant Kirk is going to get a bid for placing a meter reading antenna on the water tower to help with faster water leak detection.

Public Works Assistant Kirk presented the Public Works Report. Kirk updated Council on the progress made with the valve exercising program. Currently 8 valves need to be replaced. The Public Works Department and Mayor Bishop are working on a plan to replace the broken valves. The fire hydrant flushing program will be started next week. The new AC/heating unit has been installed at the City Shop and an AC unit has been installed in the well house. The Department has also completed a large number of water and sewer line locates for the installation of gas lines, internet cables and other projects.

Police Chief Ashcraft presented the Police Report. Chief Ashcraft and Officer Nelson will be assisting with the Tall Corn Festival in Rossville. They will also be assisting with the Back to School Bash on August 11th at the Methodist Church in Silver Lake, along with Mayor Bishop and Admin Assistant Shelbi Scarbrough. Ashcraft requested Mrs. Scarbrough be allowed to attend training in Des Moines, Iowa to continue her Car Seat Certification. He was directed by Council to send her to the training. Due to recent problems Chief Ashcraft advised the public to remove valuables from their vehicles, lock vehicles and be sure to close garage doors. He advised residents to call 911 regarding suspicious behavior. He advised Council that the Challenger is currently listed on Purple Wave Auctions and will sell on August 27th.

With no further business to come before Council, Councilmember Wade made a motion to adjourn the meeting at 6:03 PM. Councilmember Hutsell seconded the motion, and with no further discussion, the meeting was adjourned.

Marie Beam, City Clerk

City of Silver Lake
Record of Ordinance #2613
August 19, 2024

An Ordinance making appropriation for the payment of certain claims. Be it ordained by the Governing Body of the City of Silver Lake, Kansas. That in order to pay the claims hereinafter stated which have been properly audited and approved, there is hereby appropriated out of the respective funds in the City Treasury the sum required for each claim.

General Operating

General Fund

| | | | | |
|--------------------------------|-----|-----------------------------------|-----------------------------|------------------|
| EFT | GEN | Verizon Wireless | Cell Phone Service | -134.41 |
| 8876 | GEN | Kansas Alcoholic Beverage Control | August 2024 CMB Report Fee | -25.00 |
| 8877 | GEN | Logan Business Machines | Copy Contract 3/8/24-9/7/24 | -294.28 |
| 8874 | GEN | Eagle Auto Glass | Window Repair | -275.00 |
| EFT | GEN | Evergy | Electricity | -1,232.14 |
| EFT | GEN | Card Service Center | Office Supplies | -317.06 |
| EFT | GEN | Card Service Center | Uniforms | -108.24 |
| EFT | GEN | Card Service Center | Logo Wear | -894.20 |
| | | | | <hr/> |
| Total General Operating | | | | -3,280.33 |

Law Enforcement

| | | | | |
|------------------------------|-----|---------------------|--------------------|------------------|
| EFT | LAW | Verizon Wireless | Cell Phone Service | -243.87 |
| EFT | LAW | Evergy | Electricity | -278.96 |
| EFT | LAW | Card Service Center | Uniforms | -358.38 |
| EFT | LAW | Card Service Center | Fuel | -200.93 |
| EFT | LAW | Card Service Center | Dues | -235.00 |
| EFT | LAW | Card Service Center | Supplies | -105.50 |
| | | | | <hr/> |
| Total Law Enforcement | | | | -1,422.64 |

Street

| | | | | |
|---------------------|-----|--------|-------------|------------------|
| EFT | SDP | Evergy | Electricity | -1,123.58 |
| | | | | <hr/> |
| Total Street | | | | -1,123.58 |

Park

| | | | | |
|-------------------|-----|--------------------------------|-------------|----------------|
| EFT | PRK | FreeState Electric Cooperative | Electricity | -112.50 |
| | | | | <hr/> |
| Total Park | | | | -112.50 |

Street Lighting

| | | | | |
|------------------------------|-----|--------------------------------|-------------|------------------|
| EFT | STL | FreeState Electric Cooperative | Electricity | -190.50 |
| EFT | STL | Evergy | Electricity | -481.53 |
| | | | | <hr/> |
| Total Street Lighting | | | | -672.03 |
| | | | | <hr/> |
| Total General Fund | | | | -6,611.08 |

Waterworks Fund

| | | | | |
|------|----|-----------------------------------|----------------------------------|-----------|
| EFT | WW | Verizon Wireless | Cell Phone Service | -81.48 |
| 8881 | WW | Universal Chemical LLC | Gloves | -121.37 |
| 8878 | WW | Municipal Supply, Inc. of Wichita | Meter Pits | -725.22 |
| 8880 | WW | Schulte Supply, Inc. | Neptune Subscription | -1,177.89 |
| 8879 | WW | RDR Excavating II, LLC | Replace 2 water meters on Madore | -950.00 |
| 8875 | WW | Jayhawk Software | Password Reset | -37.50 |
| EFT | WW | FreeState Electric Cooperative | Electricity | -387.00 |
| EFT | WW | Evergy | Electricity | -985.60 |
| EFT | WW | Card Service Center | Uniforms | -193.92 |
| EFT | WW | Card Service Center | Water Supplies | -458.06 |
| EFT | WW | Card Service Center | Water Tools | -1,753.92 |

City of Silver Lake
Record of Ordinance #2613
August 19, 2024

| | | | | |
|------------------|------|---------------------|------------------------------------|-------------------|
| 8873 | WW | Gary Deiter | Duct Work for Shop (Reimbursement) | -180.90 |
| | | | Total Waterworks Fund | -7,052.86 |
| Dare Fund | | | | |
| EFT | DARE | Card Service Center | Back to School Bash Supplies | -160.06 |
| | | | Total Dare Fund | -160.06 |
| | | | TOTAL | -13,824.00 |

That this Ordinance shall take effect and be in force from and after its passage.

Passed this 19th day of **August, 2024**

Signed or Approved this 19th day of **August, 2024**

Attest:

City Clerk

Mayor

CONSULTING AGREEMENT

THIS AGREEMENT is entered into this ____ day of August 2024, by and between **Steel in the Air, Inc.** a Florida Corporation, with a main office located at 8337 Oswego Road, Baldwinsville, NY 13027 ("**Consultant**"), and the City of Silver Lake, KS ("**Client**") having a residence or place of business at 218 West Railroad Street, Silver Lake, KS 66539

WHEREAS, Consultant is a consultant regarding wireless communications structures utilized for the transmission and reception of wireless voice and data communications; and

WHEREAS, Client needs consultation services regarding the extension of an existing cell site lease on Client's Property

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and both parties intending to be legally bound, the parties hereto agree as follows:

CONSULTANT'S SERVICES.

Consultant agrees to perform Consultation Services ("**Services**") for Client in regard to the proposed renewal offer for the cellular tower lease on Client's property.

- **Deliverables:** Consultant will provide a written analysis and summary of findings in regard to the proposed extension offer for the existing lease to include the Following:
 - Review of the business terms and conditions in the Current Lease.
 - Review of proposed terms and conditions in the Proposed Lease Extension Amendment.
 - Analyze local zoning regulations to determine restrictions on new or alternative sites as alternatives for the Wireless Service Provider.
 - Identify other Alternative Properties and evaluate them against Client's site.
 - Identify and review other existing Towers/Cell Sites in the Area.
 - Identify and review potential for additional Colocation at the Subject Site.
 - Review of the probability of tenant(s) staying and review any identifiable increased risk for early termination and the valuation of those leases going forward.
 - Provide comparable lease data points for similar Existing Leases in the area of Client's site.
 - Provide comparable lease data points for similar Lease Extensions.
 - Recommend appropriate Lease Rate, Escalation, Signing Bonus, Fee Reimbursement.
 - Provide on-going guidance, as well as, any follow-up questions and answers as required by Client for a period of twelve months upon retention by Client of service component.
 - Review of the Non-Legal business terms in the Proposed Lease Amendment.

2. CONSULTANT'S PERFORMANCE.

General. Consultant represents and warrants to Client that it has the necessary professional expertise, skills and abilities to perform the Services and to perform all its duties and obligations as set forth in this Agreement in accordance with the highest standards of skill, expertise, and diligence consistent with those of other firms performing similar services in the telecommunications industry.

No Legal Services. Client specifically understands and acknowledges that this review is not a legal review of the lease or any proposed amendment and is not intended to take the place of a legal review of lease or any other legal document. Client should have any legal document reviewed by an attorney.

Outside Consultants. From time to time, Consultant may believe that it is necessary to discuss the Service with outside technical consultants, including but not limited to real estate appraisers or radio frequency engineers. Consultant will provide Client with an Estimate for Outside Consulting Services which shall include at a minimum a description of the reason why an outside consultant is needed, a

resume or other documentation of the outside consultant's ability to provide the needed service or information, and a not to exceed price for the services of the consultant. Consultant will not enlist any Outside Consultant without the prior written acceptance by the Client of the Estimate.

Confidentiality: Consultant will keep Client's information confidential except as required by a court of law.

3. COMPENSATION.

Fees and Expenses. Client, in exchange for the Services rendered by Consultant pursuant to this Agreement, shall pay Consultant \$4,500.00, with \$2,250.00 to be paid prior to Consultant commencing the Services and the remainder of \$2,250.00 to be paid after completion and delivery of the Services.

All remittances shall be sent to: Steel In The Air, Inc, Attention Accounts Receivable, 1880 O'Shea Lane, Marietta, GA 30062.

Payment Terms. Consultant shall submit to Client an invoice for amounts due for services rendered outlining tasks completed and time utilized. Client shall pay any invoice properly submitted by Consultant within fifteen (15) days of receipt. Should any invoice not be paid within 30 days of submittal by Consultant, Client will pay an additional 10% late fee on any unpaid balance.

Compensation Not Contingent. Client acknowledges that Consultant's services are not tied to the result of any negotiations undertaken by the Client with the entity undertaking to lease or use Client's land. Consultant warrants only that it will use its best efforts to assist client in the negotiations and does not warrant any specific result or lease rate.

4. TERM.

General. This Agreement shall commence on the date first set forth above and, subject to Section 6 hereof, shall expire at the first anniversary of such date.

5. TERMINATION.

By Client for Convenience. Client may request consultant to stop any and all work at any time for any reason. Consultant shall be paid for all work properly performed prior to the termination.

By Consultant for Cause. Consultant may terminate performance of this agreement for cause at any time upon written notice to Client (including notice by email).

6. NOTICE.

Unless otherwise provided herein, any notice or demand required or permitted to be given under this Agreement shall be effective when sent if given by facsimile (with confirmation requested) or if given in writing and sent by delivery service guaranteeing next day delivery, delivery charges prepaid, as follows:

If to Consultant: Ken Schmidt, at the address first set forth above.

If to Client: the City of Silver Lake, KS

Either party hereto may change the place and/or person for the giving of notice by providing written notice to the other as set forth above.

7. ATTORNEYS' FEES.

In the event of any controversy or litigation arising out of the subject matter of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs, including costs of

settlement negotiations, mediation or appeals, in addition to all other relief to which such party is otherwise entitled. The parties agree that, as to Consultant, its principals, employees and subcontractors, liability for damages, including attorney's fees and costs shall not exceed the value of this agreement (\$4,500.00). Client specifically understands that, due to the nature of this engagement, Consultant would not have entered this agreement but for this limitation on damages. Client specifically agrees that Consultant is not visiting the subject site and is relying upon information from multiple sources, the reliability of such information Consultant cannot and does not warrant.

8. APPLICABLE LAW AND JURISDICTION.

This Agreement shall be interpreted under the laws of the State of New York, without regard to the conflicts of law rules thereof. Jurisdiction will be under any court of competent jurisdiction in upstate NY.

9. ARBITRATION.

The parties agree that any controversy, claim, or dispute arising out of or relating to this Agreement, or the breach thereof, or arising out of or relating to the services of the Consultant, or the termination thereof, including any claims under federal, state, or local law, shall be resolved by arbitration. The parties agree that any award rendered by the arbitrator shall be final and binding, and that judgment upon the award may be entered in any court having jurisdiction thereof.

10. ENTIRE AGREEMENT.

This Agreement constitutes the entire agreement of the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings between them relating hereto.

11. AMENDMENT AND MODIFICATION.

No amendment or modification of or supplement to this Agreement will be effective unless it is in writing and duly executed by the parties hereto.

12. ASSIGNMENT.

This Agreement contemplates the personal services of Consultant to perform Services. Consultant shall not assign or transfer its interest in this Agreement without the prior written consent of Client.

13. BINDING EFFECT.

This Agreement shall be binding upon and inure to the benefit of each of the parties and the parties' successors and permitted assigns, if any.

14. COUNTERPARTS.

This Agreement may be signed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

15. NO ADVERSE CONSTRUCTION. This Agreement reflects the joint work product of the parties, and in the interpretation or construction of this Agreement no rule of construction shall be employed which would indicate or require that any provision of the Agreement be construed adversely to either party based upon that party's role in the drafting of this Agreement.

16. SECTION HEADINGS. The section headings used in this Agreement are for convenience of reference only and shall not be considered for the purpose of interpreting or construing the provisions hereof.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the day and year first above written.

Authorized Officer on behalf of Consultant:

Client

By: _____

By: _____

Name: Gypsy Mims, Vice President

Name: _____

Date: _____

Date: _____

DRAFT



Invoice

Updated Remittance Address:
(FOR PAYMENTS ONLY)
CivicPlus LLC
PO Box 737311
Dallas TX 75373-7311

#313710

10/16/2024

PO #

Bill To
Liz Steckel
City of Silver Lake
218 W Railroad
Silver Lake Kansas 66539

TOTAL DUE

\$2,500.00

Due Date: 11/15/2024

Terms
Net 30

Due Date
11/15/2024

PO #

Approving Authority

| Qty | Item | Start Date | End Date |
|-----|--|------------|------------|
| 1 | Emergency and Mass Notification platform with Multi-Channel Alerting, Templates, Geo-targeting Alerting, Polling, Mobile Apps (Government and Public), SSO with CivicPlus products | 10/16/2024 | 10/15/2025 |

| | |
|--------------|-------------------|
| Total | \$2,500.00 |
| Due | \$2,500.00 |

To pay your invoice with a credit card [Click Here](#).

Please submit payment via ACH using the details below. Please send notification of ACH transmission via email to accounting@civicplus.com.

| Bank Name | Account Name | Account Number | Routing Number |
|----------------|---------------|----------------|----------------|
| JPMorgan Chase | CivicPlus LLC | 910320636 | 021000021 |



Box 8330 ■ 201 NW US Hwy 24 ■ Topeka, KS 66608

Member FDIC
Equal Housing Lender
www.silverlakebank.com
p: 785.232.0102 f: 785.232.4010

CITY OF SILVER LAKE
218 W RAILROAD ST
PO BOX 92
SILVER LAKE, KS 66539-0092

632

CERTIFICATE OF DEPOSIT MATURITY NOTIFICATION

August 9, 2024

Please find enclosed our current investment report containing rates in effect on the day your CD maturity notice was sent to you. For rates available on your CD maturity date, please visit our website at www.silverlakebank.com or call us at 785.232.0102 on or after your CD maturity date for renewal rates and investment options. Thank you for banking with us!

| | | |
|---------------------------|--------------|-------------------------|
| Account Number: | *5360 | CDS PUBLIC >=100K<=250K |
| Maturity Date: | 8/19/2024 | |
| Maturity Value: | \$200,666.36 | |
| New Maturity Date: | 6/19/2025 | |

This is a reminder that Certificate of Deposit *5360 matures on 08/19/2024. If not redeemed during the 10-day grace period following the maturity date, it will automatically renew with a projected new maturity date of 06/19/2025.

| TERM | APY* | INTEREST RATE |
|-------------------|-------|---------------|
| 91 Day | 0.20% | 0.20% |
| 182 Day | 1.10% | 1.10% |
| 9 Month Special | 4.90% | 4.90% |
| 12 Month | 1.90% | 1.89% |
| 12 Month 'Add-to' | 1.71% | 1.70% |
| 24 Month Jump | 2.02% | 2.00% |
| 36 Month | 2.02% | 2.00% |
| 48 Month | 2.02% | 2.00% |



STOCKGROWERS
STATE BANK

Certificate of Deposit Specials

| Term | Rate | APY |
|----------|-------|-------|
| 3 month | 4.18% | 4.25% |
| 6 month | 4.43% | 4.50% |
| 12 month | 4.43% | 4.50% |
| 18 month | 4.33% | 4.40% |
| 24 month | 4.13% | 4.19% |
| 30 month | 3.94% | 4.00% |
| 36 month | 3.84% | 3.90% |
| 48 month | 3.75% | 3.80% |
| 60 month | 3.65% | 3.70% |

Opening amount minimum \$1000
A penalty may be imposed for early withdrawal

August 7, 2024

Member
FDIC



STOCKGROWERS
STATE BANK

*Now offering two
CD Specials!*

**9 Month CD Special
4.85% APY**

**14 Month CD Special
4.25% APY**

Maple Hill
785-256-4241

Alma
785-765-3311

Paxico
785-636-5288

Silver Lake
785-319-2020



Annual Percentage Yield effective as of 10/26/2023. This offer is subject to end without notice as Stockgrowers State Bank reserves the right to revise time deposit accounts at their discretion. A penalty may be imposed for early withdrawal. \$1000 minimum balance to open and earn APY. *CD will rollover to 12 month term and conditions upon maturity. Account requests can be received in person, by phone or via email. Member FDIC, Equal Housing Lender.

Member
FDIC



403 Beaubien
Silver Lake, KS 66539

August 1, 2024

Mayor Jonah Bishop
Silver Lake City Council
218 W Railroad
Silver Lake, KS 66539

Dear Mayor Bishop and Members of the Silver Lake City Council,

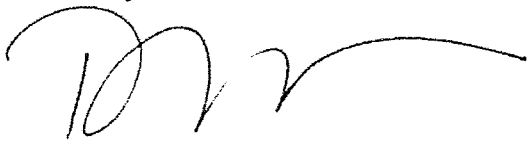
Please accept this letter as a notification of my resignation from my position as a member of the Silver Lake City Council, effective August 23, 2024.

It has been an honor and privilege to serve the residents of Silver Lake during my short time on the council.

My husband and I have recently purchased a home outside of the Silver Lake city limits. While I was eager to continue my service on the council, this move represents an important step for our family's future.

I wish the city council continued success in serving the community.

Sincerely,

A handwritten signature in black ink, appearing to read 'Pasia Hutsell', with a long horizontal flourish extending to the right.

Pasia Hutsell