1. CALL TO ORDER
A. Roll Call
B. Pledge of Allegiance
2. PUBLIC COMMENT
(Members of the audience will have five minutes to present any matter of concern to the Commission. No official action may be taken at this time.)
3. PRESENTATIONS \& PROCLAMATIONS
A. Arbor Day Proclamation
4. CONSENT AGENDA
A. 04-04-22 Commission Meeting Minutes
B. Joint City/County 04-11-22 Meeting Minutes
C. Appropriation Ordinances 2022-08; 202208A; 2022-P08
5. FORMAL ACTIONS
A. Mobile Food Vendor Ordinance
B. Amending Sec. 4-211 - contractor license examinations
C. Amending Sec. 4-215 - contractor license certificates
D. Chip Rock Delivery Bid Award
E. Renewal of Airport Board Appts. - Jonathan Collet \& John Topliff
6. DISCUSSION ITEMS
A. Review ordinance requirements for trailer parking on streets
B. Kansas Fire \& Rescue Training- rent/lease an office space in the Wolak Building
7. REPORTS
A. City Manager-
8. Manager Memo
9. Base Grant Application-not approved
10. Joint City/County Meeting - follow up
11. $1^{\text {th }}$ St. project construction update
12. Airport runway project update
B. City Commissioners
C. Mayor

## 8. ADJOURNMENT

A. Next Regular Meeting: Monday, May 2nd 2022

NOTE: Background information is available for review in the office of the City Clerk prior to the meeting. The Public Comment section is to allow members of the public to address the Commission on matters pertaining to any business within the scope of Commission authority and not appearing on the Agenda. Ordinance No. 1730 requires anyone who wishes to address the Commission on a nonagenda item to sign up in advance of the meeting and to provide their name, address, and the subject matter of their comments.

# AGENDA ITEM <br> CITY COMMISSION COMMUNICATION FORM 

## FROM: Shannon Shippy, Admin Assistant

## DATE: 4/18/22

## ITEM: Arbor Day Proclamation

NEXT STEP: Commission Information
$\square$
ORDINANCE MOTION
_X__INFORMATION

## A. SUMMARY:

This proclamation designates April 29th, 2022 as "Arbor Day" in Goodland. This year the City is celebrating 43 years as a Tree City USA. The time and location of this year's event will be at SE Steever Park at 1:30p.m., and we hope to have a great turnout.

# PROCLAMATION <br> City of Goodland, Kansas 

"Arbor Day"
April 29, 2022

| WHEAREAS, | In 1872 J. Sterling Morton proposed to the Nebraska Board of Agriculture that a <br> special day be set aside for the planting of trees, and; |
| :--- | :--- |
| WHEAREAS, | this holiday, called Arbor Day, was first observed with the planting of more than a <br> million trees in Nebraska, and Arbor Day is now observed throughout the nation and <br> the world, and; |
| WHEAREAS, | trees reduce the erosion of our precious topsoil by wind and water, cut heating and <br> cooling costs, moderate the temperature, clean the air, produce oxygen and provide <br> habitat for wildlife, and; |
| WHEAREAS, | trees are a renewable resource giving us paper, wood for our homes, fuel for our fires <br> and countless other wood products, and; |
| WHEAREAS, | trees in our City increase property values, enhance the economic vitality of business <br> areas, and beautify our community, and; |
| WHEAREAS, | trees, wherever they are planted, are a source of joy and spiritual renewal, and; |
| WHEAREAS, | Goodland has been recognized as a Tree City USA by The National Arbor Day <br> Foundation for forty-three years and desires to continue its tree planting practices. |

NOW, THEREFORE, We, the City of Goodland, do hereby proclaim April 29th, 2022 as Arbor Day in the City of Goodland and encourage all citizens and businesses to join in the celebration thereof, and we urge all citizens to plant trees to promote the well-being of this and all future generations.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the CITY OF GOODLAND, KANSAS, to be affixed this 18th day of April 2022.

## GOODLAND CITY COMMISSION

## Regular Meeting

## 5:00 P.M.

Mayor Aaron Thompson called the meeting to order with Vice-Mayor J. J. Howard, Commissioner Jason Showalter, Commissioner Ann Myers and Commissioner Brook Redlin responding to roll call.

Also present were Dustin Bedore - Director of Electric Utilities, Frank Hayes - Chief of Police, Joshua Jordan IT Director, Kenton Keith - Director of Streets and Facilities, Neal Thornburg - Director of Water and Wastewater, Danny Krayca - Director of Parks, Jeff Dinkel - Code Enforcement/Building Official, Jake Kling City Attorney, Mary Volk - City Clerk and Kent Brown - City Manager.

## Mayor Thompson led Pledge of Allegiance

## PUBLIC COMMENT

## PRESENTATIONS \& PROCLAMATIONS

A. Proclamation: Goodland Cowgirls Basketball Team - State Championship Day - Mayor Thompson and the Goodland City Commission congratulate the Goodland Cowgirls varsity basketball team and proclaim April $4^{\text {th }}$ as Goodland Cowgirls State Championship Day.
B. Proclamation: Goodland Cowboy Wrestler-Stated Championship Day- Mayor Thompson and the Goodland City Commission congratulate Dexter Dautel on his outstanding accomplishment of becoming State Champion in the 220 pound weight class in wrestling, and proclaim April $4^{\text {th }}$ as Goodland Cowboys State Championship Day.
C. Proclamation: Tele-Communicator Appreciation Week, Crissy Livengood-Ridnour - Mayor Thompson proclaimed the week of April 10 through April 16, 2022 as National Public Safety Telecommunicators Week.

## CONSENT AGENDA

A. 03/21/22 Commission Meeting Minutes
B. Appropriation Ordinances: 2022-07, 2022-07A and 2022-P07

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

## DISCUSSION ITEMS

A. Mobile Food Vendor Ordinance - Kent stated, current code addresses solicitors and canvassers, not mobile food truck vendors. Information discussed at last meeting is included in information. Staff recommendation is to apply ordinance to the entire City, not just downtown district. Commission wanted to have more time to review the information. Commissioner Myers asked, fees are $\$ 25$; however, the Health Department allows a mobile vendor ten days without having a health license, would that be a problem? Jake stated, under home rule the City can make laws more restrictive, but not less restrictive, so it is Commission decision. Mayor Thompson asked, what are your thoughts on requirement of a license for the ten day period? Commissioner Myers stated, the Health Department does not require a license if only ten days but I feel if we are going to do it, we need to do it for everything. It will be easier to enforce licensing. Commissioner Showalter stated, regarding written permission of property owner, if the vendor goes the same place every time I do not believe they need permission every time. Permission should be until property owner withdraws location. Vice-Mayor Howard asked, what about obtaining annual consent? Commissioner Showalter asked, or a defined time period? Jake stated, the City license is for a period of time, they should have permission during that time period. Once vendor shows permission to be on property, we should not continue checking on them, it is the property owner's responsibility to enforce if vendor is not allowed on property. Commissioner Showalter stated, it talks about brick and mortar businesses, they do not need license right? Kent stated, correct, they just need to let us know they are operating a truck. Mayor Thompson stated, the hours stated fall within our standard

MINUTES
Goodland City Commission
April 4, 2022
Page 2
noise ordinance, want to make sure commission is aware of times and current ordinance in place. Do you feel the section on lights is necessary? Commissioner Myers stated, I feel we should remove light section. Commissioner Redlin asked, what do trucks have at vendor fairs? Commissioner Myers stated, only have lights to operate at night, no flashing lights. Jake stated, that section is better to have even if do not need at this time. May need in future, which would require change of ordinance if have an issue. Mayor Thompson asked, hours for operation are 8:00 a.m. to 8:00 p.m., is that adequate? Commissioner Redlin asked, what about fair? Kent stated, the fair falls under exemptions so that is not a problem, but need for other areas in City. Mayor Thompson stated, 8:00 p.m. seems early in summer. Consensus of commission is to change 8:00 p.m. to 9:00 p.m. for operations and no noise after 10:00 p.m. to fall under noise ordinance. Mayor Thompson asked, do we need email addresses on license? Consensus of commission is that email addresses are not an issue. Mayor Thompson asked, is proof of a valid driver's license from any state a problem? Does everyone agree to the fee schedule? The fee for canvassers and solicitors is $\$ 5$ per day or $\$ 100$ per year which puts mobile truck vendors in a different league. Kent stated, I like the initial fee but annual fee may be more than some may want to do. You want them to operate in your City and generate sales tax. Restaurants pay a lot to be here and you do not want to have a fly by night business in a truck. You would expect to make more money from a mobile truck vendor than going door to door. Initial fee is not a concern but annual fee may seem out of line. Commissioner Showalter stated, I have no problem reducing six month and annual fee, consider maybe $\$ 100$ and $\$ 300$. Mayor Thompson stated, I agree with fees as outlined. Commissioner Myers stated, I go to a two day trade show and pay $\$ 200$ for this type of license. Consensus of Commission is to leave fees as outlined. Mayor Thompson asked, what is M-1 zoning classification in information? Kent stated, that was overlooked and will be removed. Mayor Thompson asked, since we do not do daily licenses, do we need to remove one day language under Terms and Transferability section? I feel the exemptions outlined are adequate. Consensus of commission is to make changes discussed in ordinance for approval next meeting.
B. Chickens - Mayor Thompson stated, changes commission requested last meeting are in ordinance presented. Kent stated, we need to add the requirement for back yard fencing where coop is located and indicate inspections are only required with initial application. Commissioner Showalter stated, I have been back and forth on issue which is the reason I wanted public opinion. The groups want to be heard. This issue has been brought up before but never went to a vote. I decided to vote no, but feel the issue should go to a vote. I support the groups that have done the research and understand they want to be heard, but I decided I will vote no. Travis Whitman, citizen stated, I feel it would be nice to allow chickens with the increase in food prices. Commissioner Showalter stated, I know that is not what you want to hear, but I appreciate you making request. Angie Whitman, citizen asked, is ordinance allowing maximum of six? Commissioner Showalter stated, yes. Angie stated, if the smell from waste gets bad, neighbors can file a complaint and owner would be required to clean up. Meghan Weis, citizen stated, if you clean it regularly, there is not a lot of smell. It comes down to being responsible. Commissioner Redlin stated, our purpose is to provide chickens to those that want them, but if it becomes a nuisance to neighbors, they have a right to file a complaint. Vice-Mayor Howard stated, this is an issue that will not please everyone. There are people on both sides, I am trying to determine what is best for citizens. Commissioner Showalter stated, there are passionate people on both sides of the issue; it is almost split equally. Frankie asked, if ordinance is passed, Code Enforcement will enforce, but what happens after hours when chickens are roaming streets? Does that fall on the Police Department? Mayor Thompson stated, I feel it would be handled like a dog complaint. Meghan stated, chickens nest at night and will not be roaming around. Mayor Thompson stated, there are strict guidelines in ordinance and if followed there should not be an issue with chickens running around. At this point it would fall on the Police Department after hours. Commissioner Showalter stated, with my experience in law enforcement, I try to look at issue through that lens. I understand what you are saying because it will be your responsibility. Commissioner Redlin stated, chickens are territorial and will stay close to coop. Mayor Thompson stated, if everyone agrees with information in ordinance, we can go ahead and vote. ON A MOTION by Mayor

MINUTES
Goodland City Commission
April 4, 2022
Page 3
Thompson to approve Ordinance 1746 Regulating Chickens within Corporate Limits of the City including changes discussed seconded by Commissioner Myers. MOTION carried on a VOTE of 4-1 with Commissioner Showalter casting the dissenting vote.

## REPORTS

A. City Manager - 1. Reminder of City/County joint meeting Monday April 11, 2022 at 5:30 p.m. at Wolak Building. 2. Contractor held pre-construction meeting for $17^{\text {th }}$ Street Project. Andrew Brunner, EBH Engineer stated, earliest start date is $13^{\text {th }}$ and latest is $18^{\text {th }}$ because they are getting into liquidated damage dates. Jerry Nememchek has talked to all the businesses. We will send him out again Wednesday as a reminder before construction. Signs will go up on $13^{\text {th }}$. No specific detour is outlined. Kent stated, they are working with Scoular for truck route on and off their property. Project completion date is June $15^{\text {th }}$. 3. Setting up traffic control for Cross Wind Runway project today, construction should begin tomorrow. Kent stated, this is phase 1 or everything west of main runway. Airport will be shut down for about twenty days to take out portion of main runway. 4. Accepting Planning Commission applications, for three remaining positions. Construction Board of Trades and Appeals are having first meeting August $6^{\text {th }}$.
B. City Commissioners Vice-Mayor Howard - 1. No Report
Commissioner Showalter - 1. Glad we had opportunity to tour City facilities. It is incredible to see the work going on at our facilities. If people visit them, they would understand why it is important to keep good employees. Thank you to all our employees.

## Commissioner Myers - 1. No Report

Commissioner Redlin - 1. The housing committee is meeting mid-April. I will keep you updated on information. 2. Thank you to staff, appreciate work of everyone.
C. Mayor Thompson- 1. Echo Commissioner Showalter, enlightening what goes on at facilities.

ADJOURNMENT WAS HAD ON A MOTION BY Commissioner Redlin seconded by Commissioner Showalter. Motion carried by unanimous VOTE, meeting adjourned at 6:00 p.m. Next City/County Joint meeting is scheduled for April $11^{\text {th }}$ and next regular meeting is scheduled for April $18{ }^{\text {th }}$.

ATTEST:
Aaron Thompson, Mayor

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## GOODLAND CITY COMMISSION

## Joint Commission Meeting

April 11, 2022
5:30 P.M.
Mayor Aaron Thompson called the meeting to order with Vice-Mayor J. J. Howard, Commissioner Ann Myers, Commissioner Jason Showalter and Commissioner Brook Redlin responding to roll call.

Sherman County Commission Chairman Steve Evert called meeting to order with County Commissioner Rod Blake and County Commissioner Larry Enfield responding to roll call.

Kanorado City Council members present, though not representing a quorum were Mike Murray, Mathew Windell and Valarie Veselick.

Also present from the City were Joshua Jordan - IT Director, Mary Volk - City Clerk, and Kent Brown City Manager. Also present from the County was - Ashley Mannis - County Clerk.

## Mayor Thompson led Pledge of Allegiance

## DISCUSSION ITEMS

A. Follow-up on Sales Tax: - Mayor Thompson stated, the City discussed the sales tax information. We were in agreement the tax remain at $1 \%$ instead of increasing tax rate. We may get less money but everyone has tighter budgets. We feel the best decision is to maintain current tax. As far as the split, the decision was not unanimous. We discussed both the split of $70 \%$ to Sherman County, 25\% to City of Goodland and 5\% to the City of Kanorado or the City of Goodland maintaining the $27.77 \%$ from last issue. County Commissioner Enfield asked, will $25 \%$ complete projects needed? Mayor Thompson stated, it is hard to say. It would complete main project. County Commissioner Enfield asked, is the City planning on a bond issue or pay as go? Mayor Thompson stated, we have not decided that yet; we have asked for information. Kent stated, if the City issues a bond for projects without the County, we can put sales tax toward bond payments but the tax cannot be dedicated unless all entities bond projects. It would be obligated, but not assigned to prevent the tax from being taken away in future. County Commission Chairman Evert stated, it would be the same way as money being dedicated in budget for street or general purpose. County Commissioner Enfield asked, how many years is the City planning? Kent stated, to do entire $8^{\text {th }}$ Street project we need twenty years. County Commissioner Enfield stated, we just need to be in agreement with the time and rate to get question to pass. County Commission Chairman Evert stated, if we all agree with $1 \%$, we will make it work. My concern is if we lose our food tax. Mike stated, we do not have a quorum so cannot make decision tonight, but I see both sides. I would lean toward rate of $1 \%$ over twenty years. We do not want to stall the process for the City of Goodland and Sherman County. County Commission Chairman Evert stated, it appears the general consensus is rate of $1 \%$. Mike stated, we can hold meeting to get our council decision. County Commissioner Blake stated, we have to have $1 \%$ because we cannot risk vote not passing. We have to make the amount work. Mayor Thompson asked, what split does everyone agree on for the $1 \%$ ? The City discussed two options but if we leave City rate at $27.77 \%$ it is difficult to squeeze in City of Kanorado. County Commissioner Blake asked, can the City handle $25 \%$ ? Kent stated, it would be tight because there are a lot of assumptions. We can assume $25 \%$ will complete $8^{\text {th }}$ Street and maybe a portion of another project. Expectations were the $1 \%$ sales tax would increase to $\$ 1,500,000$ annually. Consensus is for the $1 \%$ rate be split $70 \%$ to Sherman County, $25 \%$ to City of Goodland and $5 \%$ to the City of Kanorado. County Commission Chairman Evert stated, that way we know what we have to work with. County Commissioner Blake asked, does everyone agree on twenty years? Mayor Thompson stated, the City agrees on twenty years. Commissioner Showalter stated, we will still
need public education on the sales tax, projects and where money will go. County Commissioner Blake stated, agree, we need to ensure the public is aware it is a continuance of tax is in place with additional projects. County Commissioner Enfield stated, the public will understand these projects being completed with sales tax. Our other option is property tax which no one wants. Valarie asked, if the rate is twenty years what happens if communities grow or change, does the rate stay same or can we revisit? County Commission Chairman Evert stated, the rate remains for twenty years. Mayor Thompson stated, if communities grow, the tax would grows as community grows. County Commissioner Enfield stated, if down road the road you need to increase tax that is another question to take to the voters. Are there still CID's in place? Mary stated, yes there are two defined districts, 24/7 and Holiday Inn Express, until their expenses are covered. Mayor Thompson stated, it appears we are in agreement on the main points for the sales tax. County Commission Chairman Evert stated, we both need to look at how we fund projects, whether bond issue or pay as go. Kent asked, what is County thinking of a bond issue for the project? County Commissioner Blake stated, we are not considering a bond issue the way our projects are going. We have priorities then will need to address other roads in future. County Commissioner Enfield stated, this way we can fix the priorities as needed and save interest. Mayor Thompson stated, it is a guessing game, you know everything is going up. Kent asked, does City and County Commission put together ballot question? Ashley stated, Kent and I will meet with Gilmore and Bell to put together question for ballot then present to commissions. Kent asked, when does current bond pay out? Ashley stated, July 2023, Department of Revenue needs one quarter to put tax on books.

ADJOURNMENT BY THE CITY COMMISSION WAS HAD ON A MOTION Commissioner Redlin seconded by Vice-Mayor Howard. Motion carried by unanimous VOTE, meeting Adjourned at 5:50 p.m.

ATTEST:

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| GEN22-172 | 1 | $4 / 06 / 22$ | GAS SERVICE/MARCH | $11-21-2100$ |  |  |  |  |
| GEN22-177 | 1 | $4 / 11 / 22$ | GAS SERVICE/MARCH 2022 | $21-40-2100$ |  |  |  |  |
| GEN22-178 | 1 | $4 / 11 / 22$ | GAS SERVICE/MARCH 2022 | $11-02-2100$ |  |  |  |  |
| GEN22-179 | 1 | $4 / 11 / 22$ | GAS SERVICE/MARCH 2022 | $15-44-2100$ |  |  |  |  |
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BLACK HILLS ENERGY

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| 75.00 | 64957 | $4 / 18 / 22$ |
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| 70.00 | 64957 | $4 / 18 / 22$ |
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| 339.75 |  |  |
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| 1589.45 | 64958 | $4 / 18 / 22$ |
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| 150.05 | 64959 | $4 / 18 / 22$ |
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| 1986.11 | 64959 | $4 / 18 / 22$ |
| $784.80-$ | 64959 | $4 / 18 / 22$ |
| 15.73 | 64959 | $4 / 18 / 22$ |


| M | 21.80 | 64960 | $4 / 18 / 22$ |
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| $M$ | 60.00 | 64960 | $4 / 18 / 22$ |

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| 2760 | 1 | $4 / 01 / 22$ | EKLUND'S FIRST INSURANCE |  |
| 2760 | 2 | $4 / 01 / 22$ | CYBER LIABILITY | $21-40-2060$ |
| 2760 | 3 | $4 / 01 / 22$ | CYBER LIABILITY | $21-42-2060$ |
| 2760 | 4 | $4 / 01 / 22$ | CYBER LIABILITY | $23-41-2060$ |
| 2760 | 5 | $4 / 01 / 22$ | CYBER LIABILITY | $23-43-2060$ |
| 2760 | 6 | $4 / 01 / 22$ | CYBER LIABILITY | $15-40-2060$ |
| 2760 | 7 | $4 / 01 / 22$ | CYBER LIABILITY | $15-42-2060$ |
| 2760 | 8 | $4 / 01 / 22$ | CYBER LIABILITY | $15-44-2060$ |

EKLUND'S FIRST INSURANCE
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| 1 | $4 / 06 / 22$ | INSURANCE COMPANIES |
| 2 | $4 / 06 / 22$ | INSURANCE PREMIUM |
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| 2 | $4 / 06 / 22$ | INSURANCE PREMIUM/MUSEUM |
| 3 | $4 / 06 / 22$ | INSURANCE PREMIUM/POOL |

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EMC INSURANCE COMPANIES

15-44-318
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| 1736 TK ELEVATOR |  |  |  |  |  |
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| 3006506711 | 1 | 4/01/22 |  | ELEVATOR MAINTENANCE | 11-02-2140 |
|  |  | tK ELEVAtor |  |  |  |
| 1332690 |  | 2658 | TRINITY | CONSULTANTS |  |
|  | 1 | 3/31/22 |  | PROFESSIONAL SVCS MARCH 2022 | 15-40-2140 |
|  | TRINITY CONSULTANTS |  |  |  |  |
|  |  |  |  | CORPORATION |  |
|  |  |  |  | UNIFORMS | 21-40-3160 |
| 2450753367 | 2 | 3/07/22 |  | UNIFORMS | 21-42-3160 |
| 2450753367 | 3 | 3/07/22 |  | UNIFORMS | 23-41-3160 |
| 2450753370 | 1 | 3/07/22 |  | UNIFORMS | 11-11-3160 |
| 2450753457 | 1 | 3/07/22 |  | UNIFORMS | 11-15-3160 |
| 2450754332 | 1 | 3/14/22 |  | UNIFORMS | 21-40-3160 |
| 2450754332 | 2 | 3/14/22 |  | UNIFORMS | 23-41-3160 |
| 2450754332 | 3 | 3/14/22 |  | UNIFORMS | 21-42-3160 |
| 2450754334 | 1 | 3/14/22 |  | UNIFORMS | 11-11-3160 |
| 2450754422 | 4 | 3/14/22 |  | UNIFORMS | 11-15-3160 |
| 2450755281 | 1 | 3/21/22 |  | UNIFORMS | 21-40-3160 |
| 2450755281 | 2 | 3/21/22 |  | UNIFORMS | 23-41-3160 |
| 2450755281 | 3 | 3/21/22 |  | UNIFORMS | 21-42-3160 |
| 2450755282 | 1 | 3/21/22 |  | UNIFORMS | 11-11-3160 |
| 2450755367 | 1 | 3/21/22 |  | UNIFORMS | 11-15-3160 |
| 2450756231 | 1 | 3/28/22 |  | UNIFORMS | 21-40-3160 |
| 2450756231 | 2 | 3/28/22 |  | UNIFORMS | 21-42-3160 |
| 2450756233 | 1 | 3/28/22 |  | UNIFORMS | 11-11-3160 |
| 2450756322 | 1 | 3/28/22 |  | UNIFORMS | 11-15-3160 |

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VAN DIEST SUPPLY COMPANY

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| 29.65 | 65019 | $4 / 18 / 22$ |
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| 42.38 | 65019 | $4 / 18 / 22$ |
| 15.75 | 65019 | $4 / 18 / 22$ |
| 61.84 | 65019 | $4 / 18 / 22$ |
| 44.57 | 65019 | $4 / 18 / 22$ |
| 23.35 | 65019 | $4 / 18 / 22$ |
| 15.75 | 65019 | $4 / 18 / 22$ |
| 42.38 | 65019 | $4 / 18 / 22$ |
| 60.74 | 65019 | $4 / 18 / 22$ |
| 39.57 | 65019 | $4 / 18 / 22$ |
| 24.45 | 65019 | $4 / 18 / 22$ |
| 15.75 | 65019 | $4 / 18 / 22$ |
| 42.38 | 65019 | $4 / 18 / 22$ |
| 58.60 | 65019 | $4 / 18 / 22$ |
| 39.57 | 65019 | $4 / 18 / 22$ |
| 25.51 | 65019 | $4 / 18 / 22$ |
| 44.53 | 65019 | $4 / 18 / 22$ |
| 58.60 | 65019 | $4 / 18 / 22$ |
| 40.67 | 65019 | $4 / 18 / 22$ |
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| 726.04 |  |  |

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| 618.75 | 65021 | $4 / 18 / 22$ |
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| 160.00 | 65021 | $4 / 18 / 22$ |
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| 40.01 | 65022 | $4 / 18 / 22$ |
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| 64.54 | 65022 | $4 / 18 / 22$ |
| 64.50 | 65022 | $4 / 18 / 22$ |
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| 24.49 | 65022 | $4 / 18 / 22$ |
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| 313 VISA |  |  |  |  |
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| GEN22-194 | 1 | 3/31/22 | DEPT OF COMMERCE LUNCHEON | 11-02-2170 |
| GEN22-196 | 1 | 3/31/22 | HEEL REST SHOE DISPLAY | 11-17-3120 |
| GEN22-196 | 2 | 3/31/22 | MOUNTS, STANDS, EASELS PO19580 | 11-17-3120 |
| GEN22-196 | 3 | 3/31/22 | MANNEQUINS | 11-17-3130 |
| GEN22-196 | 4 | 3/31/22 | BOGUE/BACKGROUND | 21-42-2140 |
| GEN22-197 | 1 | 3/31/22 | WAGNER/BACKGROUND CHECK | 21-42-2140 |
| GEN22-197 | 2 | 3/31/22 | JACQUE'S/SPRING BREAK SCAVHUNT | 11-17-3130 |
| GEN22-197 | 3 | 3/31/22 | THEATRE/SPRING BREAK SCAVHUNT | 11-17-3130 |
| GEN22-198 | 1 | 3/31/22 | XL HOODIE/DAUTEL PO 19861 | 15-42-3160 |
| GEN22-198 | 2 | 3/31/22 | XL SS SHIRT/DAUTEL PO 19861 | 15-42-3160 |
| GEN22-198 | 3 | 3/31/22 | SHIRT/HORGAN/PO 19861 | 15-40-3160 |
| GEN22-198 | 4 | 3/31/22 | 36X32 WORK JEANS/BOWEN PO19862 | 15-42-3160 |
| GEN22-198 | 5 | 3/31/22 | FLOOR PLATE ACCESSORY/PO19854 | 15-42-3050 |
| GEN22-199 | 1 | 3/31/22 | BALLAST FOR 2X2 USHAPED 19873 | 15-42-3010 |
| GEN22-200 | 1 | 3/31/22 | LESS LETHAL/12 GAUGE IMP X 2 | 25-01-2170 |
| GEN22-200 | 2 | 3/31/22 | FUEL/LUTHER TRAINING | 11-03-2190 |
| GEN22-200 | 3 | 3/31/22 | FUEL/LUTHER TRAINING | 11-03-2190 |
| GEN22-200 | 4 | 3/31/22 | KS ASSOCIATION OF CHIEF POLICE | 25-01-2170 |
| GEN22-200 | 5 | 3/31/22 | LUTHER/HOTEL ROOM TRAINING | 11-03-2190 |
| GEN22-200 | 6 | 3/31/22 | FUEL/LUTHER TRAINING | 11-03-2190 |
| GEN22-200 | 7 | 3/31/22 | ReImburse/CLASS X 1 | 25-01-2170 |
| GEN22-200 | 8 | 3/31/22 | POLICE SHIRTS X 4 | 11-03-3160 |
| GEN22-200 | 9 | 3/31/22 | VIN SHEETS X 100 | 25-01-3180 |
| GEN22-201 | 1 | 3/31/22 | FUEL/KROSKEY ACADEMY | 11-03-2190 |
| GEN22-201 | 2 | 3/31/22 | MEAL/KROSKEY ACADEMY | 11-03-2190 |
| GEN22-201 | 3 | 3/31/22 | FUEL/KROSKEY ACADEMY | 11-03-2190 |
| GEN22-201 | 4 | 3/31/22 | MEAL/KROSKEY ACADEMY | 11-03-2190 |
| GEN22-201 | 5 | 3/31/22 | FUEL/KROSKEY ACADEMY | 11-03-2190 |
| GEN22-201 | 6 | 3/31/22 | MEAL/KROSKEY ACADEMY REIMBURSE | 11-03-2190 |
| GEN22-201 | 7 | 3/31/22 | FUEL/KROSKEY ACADEMY | 11-03-2190 |
| GEN22-201 | 8 | 3/31/22 | MEAL/KROSKEY ACADEMY | 11-03-2190 |
| GEN22-201 | 9 | 3/31/22 | FUEL/KROSKEY ACADEMY | 11-03-2190 |
| GEN22-201 | 10 | 3/31/22 | MEAL/KROSKEY ACADEMY | 11-03-2190 |
| GEN22-201 | 11 | 3/31/22 | FUEL/KROSKEY ACADEMY REIMBURSE | 11-03-2190 |
| GEN22-201 | 12 | 3/31/22 | FUEL/ANGELOS ACADEMY | 11-03-2190 |
| GEN22-201 | 13 | 3/31/22 | MEAL/ANGELOS ACADEMY | 11-03-2190 |
| GEN22-201 | 14 | 3/31/22 | MEAL/ANGELOS ACADEMY | 11-03-2190 |
| GEN22-202 | 1 | 3/31/22 | SIDCO FILTERS/PO 19661 | 23-41-3060 |
| GEN22-202 | 2 | 3/31/22 | MEAL/J COLBY KRWA CONFERENCE | 21-40-2190 |
| GEN22-202 | 3 | 3/31/22 | MEAL/J COLBY KRWA CONFERENCE | 21-40-2190 |
| GEN22-202 | 4 | 3/31/22 | MEAL/J COLBY KRWA CONFERENCE | 21-40-2190 |
| GEN22-202 | 5 | 3/31/22 | MEAL/J COLBY KRWA CONFERENCE | 21-40-2190 |
| GEN22-202 | 6 | 3/31/22 | MEAL/J COLBY KRWA CONFERENCE | 21-40-2190 |

JRNL ID/
ACCOUNT NU
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PAYROLL

11-00-0011
11-00-0001
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GENERAL EMP TAX A/P GENERAL OPERATING CASH
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Journal Total
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4,758.78
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| DEBITS | CREDITS |
| ---: | ---: |
| ------------------ | $8,858.55$ |
| $8,858.55$ | $13,481.60$ |
| $13,481.60$ | $9,902.59$ |
| $9,902.59$ | $2,244.67$ |
| $2,244.67$ | 125.20 |
| 125.20 | $34,612.61$ |

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


# PAYROLL REGISTER 

ORDINANCE \#2022-P08

4/15/2022

| DEPARTMENT | GROSS PAY |
| :--- | ---: |
|  | $49,482.46$ |
| GENERAL | $29,235.81$ |
| ELECTRIC | $8,474.05$ |
| WATER | 561.65 |
| SEWER | $87,753.97$ |

PASSED AND SIGNED THIS $\qquad$ DAY OF
, 2022

# CITY COMMISSION COMMUNICATION FORM 

FROM: Frankie Hayes, Police Chief<br>Jake Kling, City Attorney<br>Kent Brown, City Manager

DATE: 4/18/2022
ITEM: Mobile Food Vendors License
NEXT STEP: Commission Motion

```
    ORDINANCE
    MOTION
X
    INFORMATION
```

I. REQUEST OR ISSUE: Sherman County Community Development is looking at adding mobile food vendors (food trucks) to summer concert series of events in different city parks. As a result, city staff reviewed the codes and requirements for these type of food vendors. The current code only has a series of items identified in the section on SOLICITORS, CANVASSERS, PEDDLERS which is included in your packet. Some of the information included in the code is pertinent to mobile food vendors; however, since the code section was revised in 1997; it does not directly address mobile food vendors and the specific concerns for the City of Goodland.

At the 2/22/2022 City Commission meeting, direction was given to staff to draft an ordinance. A sample ordinance was reviewed at the 4/4/2022 City Commission meeting and staff was advised to revise the ordinance and place it on this agenda for approval.
II. RECOMMENDED ACTION / NEXT STEP: Staff recommends approval of the ordinance.
III. FISCAL IMPACTS: Revenue is neglible regarding these actions.
IV. BACKGROUND INFORMATION: From the draft ordinance presented at the 4/4/2022 City Commission meeting, the Commission gave the following direction to staff.

1) Staff recommendation is to apply ordinance to the entire City, not just downtown district. Commission wanted to have more time to review the information.
2) Proof of Food Service Permit issued by the State of Kansas. Commissioner Myers stated, the Health Department does not require a license if only ten days but I feel if we are going to do it, we need to do it for everything. It will be easier to enforce licensing.
3) Regarding written permission of property owner, once vendor shows permission to be on property, we should not continue checking on them, it is the property owner's responsibility to enforce if vendor is not allowed on property.
4) Brick and mortar businesses just need to let us know they are operating a truck and where it is going to operate.
5) Hours of operation - Consensus of commission is to change 8:00 p.m. to 9:00 p.m. for operations and no noise after 10:00 p.m. to fall under noise ordinance.
6) Consensus of commission is that email addresses are not an issue.
7) Consensus of Commission is to leave fees as outlined.
8) Remove the $\mathrm{M}-1$ zoning classification.

Consensus of commission was to make changes discussed in ordinance for approval at the next meeting. See full discussion in 4/4/2022 City Commission meeting minutes.

In addition, staff recommends that any list of preapproved or preferred locations on city property be kept separately from the ordinance.

## V. LEGAL ISSUES:

## VI. CONFLICTS OR ENVIRONMENTAL ISSUES: NONE

## VII. SUMMARY AND ALTERNATIVES:

Commission may take one of the following actions:

1. Approve the ordinance as presented.
2. Reject the ordinance as presented.
3. Direct staff to pursue an alternative approach.

AN ORDINANCE REGULATING MOBILE FOOD VENDORS WITHIN CORPORATE LIMITS OF THE CITY OF GOODLAND, KANSAS. AMENDING CHAPTER 8 OF THE GOODLAND CITY CODE

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

Chapter 8 - Licenses and Business Regulations is hereby amended to add and establish a new Article 4. Mobile Food Vending to read as follows:

## ARTICLE 4. - MOBILE FOOD VENDING

## Sec. 8-401-Definitions.

The words and phrases listed below when used in this Chapter shall have the following meanings:
"City Approved Event" shall mean any event sponsored by the City, any event such as a community celebration or festival approved by the Governing Body, or any event sanctioned by a permit issued by the City, including but not limited to a Temporary Use Permit.
"Food and/or Beverage" shall mean (1) articles used for food or drink for humans or other animals, (2) chewing gum, and/or (3) articles used for components of any such article, in accordance with the definition of food within K.S.A. 65-656.
"Mobile Food Vending" shall mean to conduct, hold, carry on, pursue or operate a business of vending, peddling, hawking and/or selling any food and/or beverage from a Mobile Food Unit stopped in one location for a period of more than 5 minutes.
"Mobile Food Vendor" shall mean any person, corporation, association, or other entity, however organized, that offers any food or beverage for sale from a Mobile Food Unit to conduct Mobile Food Vending.
"Mobile Food Unit" or "Unit" shall mean any self-contained vehicle, trailer, cart, wagon, or other type of conveyance from which any food and/or beverage is offered for sale.
"Person" shall mean an individual, corporation, partnership, company, agency, institution, or any other entity.

Sec. 8-402 - Vending without City License.

It is unlawful for any person to conduct Mobile Food Vending within the corporate limits of the City of Goodland, Kansas, without obtaining a license in accordance with this Chapter.

## Sec. 8-403 - License Application.

No person shall engage in activities coming under this article within the city without first obtaining a license. Any applicant for a license under this article shall file with the city clerk a sworn application on a form furnished by the city clerk, which shall give information, or provide documentation as follows:
A. Name, date of birth, phone number, copy of state or government issued identification card, and permanent address of the applicant and the business.
B. The name of the owner and the type, make and registration number of the vehicle(s)/mobile food unit to be used;
C. Date(s) and time(s) for which the license is desired:
D. Address (or description) of Location and nature of the business;
E. A statement as to whether or not the applicant has ever had a mobile vending license or other similar license or registration revoked or suspended under the Goodland Municipal Code or the ordinances of the City of Goodland or any other city. Such a revocation or suspension may result in the City's refusal to process the requested license.
F. A statement as to whether or not all persons or employees has within two (2) years prior to the date of the application been convicted of any felony or misdemeanor of any kind;
G. A statement that the applicant understands and agrees that the license will not be used or represented in any way as an endorsement of the applicant by the City of Goodland, Kansas or by any department, officer, or elected or appointed official of the City.
H. Proof of a valid driver's license from any state for operation of the class of vehicle identified in the application for the applicant and any agents or employees of the applicant who will be involved in driving the identified vehicle;
I. Proof of a current sales tax license from the State of Kansas or proof of exempt status from state sales tax;
J. Proof of Food Service Permit issued by the State of Kansas;
K. Proof that the applicant has secured commercial general liability insurance for the mobile vending operation to be maintained for the entire length of the license, written by an insurance carrier licensed to do business in Kansas, with minimum limits of $\$ 500,000$ combined, single limit for bodily and property damage, each occurrence and $\$ 1,000,000$ in the general aggregate. Evidence of compliance with these insurance requirements shall be in the form of a certificate of insurance that shall be submitted with the application. Such insurance certificate shall not be cancellable without prior written notice to the City; and
L. Signatures of applicant, individually and/or by its members and officers, and any agents or employees of the applicant who will be involved in the applied-for mobile food vending certifying that all of the information provided in the application is true and correct.

## Sec. 8-404- Fees.

All applications for mobile food vending license certificates shall be accompanied by a non-refundable license fee as follows:

One Week (consecutive days)- $\$ 25$ One Month (consecutive days) - $\$ 60.00$, Six Months (consecutive months) - $\$ 200.00$, Annual -- $\$ 400.00$ (expires 365 days from issuance)

## Sec. 8-405- License.

If the facts stated in the application are satisfactory and the requirements of this Chapter are met, the City Clerk may issue a mobile food vending license to the applicant. The issuance of a license shall not constitute approval of the business or activity or otherwise prohibit enforcement of this Chapter or any other applicable laws, city code provisions, rules or regulations. Vendor shall possess all applicable health and safety licenses, food handling licenses or the like as required by local, state, and federal laws, rules, or regulations.

## Sec. 8-406- Operating conditions.

All mobile food vending licenses shall be subject to compliance with the following conditions:
A. Location. Mobile Food Vendors may vend on property within the City subject to the following:

1. Mobile food vendors may vend on public, governmental, church and city property (in accordance with the provisions of this Ordinance) as well as property in the following zoning classifications: $\mathrm{C}-1$ and $\mathrm{C}-2$;
2. Mobile food vendors may not be located on property where the Unit or a line of customers would (1) hinder the flow of traffic on any
street, (2) hinder the flow of bicycles within any bike lane or route, (3) hinder the flow of pedestrians along any sidewalks, (4) block or reduce to less than five feet in width any accessible route to persons with disabilities, (5) block, hinder, or obstruct the vehicular flow within any parking lot, or (6) block or obstruct access to any driveway or access point to any property;
3. Mobile food vendors shall not locate on any City or public property without first securing approval from the city manager;
4. Mobile food vendors shall not locate within 500 feet of an otherwise Approved City Event unless approval is given by the City Administrator;
5. Every Unit shall be stationary while vending; and
6. Whenever any vehicle is used for mobile food vending upon a street, alley, sidewalk or other public right-of-way within the City, the transaction shall occur on the right side of any such vehicle with the right wheels of the vehicle located next to the curb and the Unit shall not locate within one hundred (100) feet of any public street intersection.
B. Written Permission of Property Owner. All mobile food vendors operating on private property shall acquire and maintain the written permission of the property owner for the use of and location of the Unit on said property. Written permission of the property owner shall be kept in the Unit and produced upon request by the Chief of Police or designee or other public officer charged by the City Manager with enforcement of this Chapter.
C. Hours of Operation. Mobile food vendors are prohibited from offering for sale any food or beverage outside the hours of 8:00 a.m. to 9:00 p.m. Mobile food vendors are prohibited at all times from selling or offering for sale alcoholic beverages, cereal malt beverages, or tobacco products without first being properly licensed pursuant to any applicable federal, state or local laws.
D. Lights. In accordance with the City Zoning Regulations, no flashing lights or attention attracting devices are permitted on or in association with the use of the Mobile Food Unit. No direct light from a Mobile Food Unit may be shined on adjacent property or cause a glare or distraction for vehicles, bicycles, or pedestrians.
E. Signs. One sign, within fifteen (15) feet of the associated Unit, may be displayed and shall not be greater than 16 square feet in total area. The sign may not interfere with vehicle access, pedestrian movement, or handicap-accessible routes to and around the Unit. Streamers, pennants,
search lights and any device with flashing, blinking, rotating, or moving actions or messages are prohibited. No signage shall be placed in a public right-of-way.
F. Trash and Site Cleanup. All Mobile Food Vendors shall ensure that a trash receptacle shall be provided with each Mobile Food Unit. Such receptacle must be attached to the Unit or located within fifteen (15) feet of the Unit and cannot interfere with vehicle access, pedestrian movement or handicap-accessible routes to and around the Unit. Immediately upon the cessation of vending, the Mobile Food Vendor shall remove and properly dispose of all trash and litter accumulated at the vending site.
G. Licenses and Permits. All mobile food vendors shall acquire and maintain all required licenses and permits applicable to the use and operation of Mobile Food Units from all applicable jurisdictions. Evidence of such licenses and/or permits shall be kept in the Unit and produced upon request by the Chief of Police or designee or other public officer charged by the City Administrator with enforcement of this Chapter.
H. Safety. All mobile food vending units shall be maintained in good repair, shall be free from peeling or flaking paint, and shall be clean and sanitary so as to not pose a threat to public health, safety or welfare. All units shall be connected safely to electricity and other necessary utilities, so they do not pose a threat to public health, safety or welfare.

## Sec. 8-407- Term and transferability.

Licenses issued under this Chapter are available for periods of one week, one month, six months or annual. Such certificates may not be transferred.

## Sec. 8-408- Parking

It is unlawful for the operator of any mobile food unit to stop, stand or park such vehicle in any street, alley, or sidewalk or other public right-of-way for the purpose of mobile food vending, so as to obstruct the free flow of vehicular traffic; except that an operator may temporarily stop, stand or park such vehicle with its right wheels next to the curb for a period of time not to exceed five minutes at any one location, other than upon or along an arterial or collector street for the purpose of mobile food vending.

The mobile food vendor shall obtain a location that provides adequate parking for customers or other persons going to and from the activity or business.

## Sec. 8-409- Sound devices.

The production of amplified music or chimes from a mobile food unit is allowed between the hours of 10:00 AM and 10:00 PM provided that the sound from the amplified music or chimes is inaudible at any distance greater than three hundred (300) feet from the vehicle.

## Sec. 8-410-Exemption.

The provisions of this Chapter shall not apply to the following activities:

- The sale of farm or garden products or fruits grown by the seller or his or her employer or recognized Farmers Market;
- Vendors selling as part of a Special Event sponsored in part by the City, Sherman County Fair, civic organizations, not-for-profit organizations, charitable organizations, public or private schools;
- Individuals providing catering services to a private event and not open for the sale of food and/or beverage to the general public.
- Auctions
- Garage sales at private residences
- Lemonade Stands
- Brick and Mortar Restaurants already operating as a business with a City of Goodland, Kansas address.


## Sec. 8-411- Approval.

Any person registered under this Chapter must keep their approved application inside the unit used for mobile food vending. Such certificate must be current and may be used only by the registered person.

## Sec. 8-412- Penalty for violation.

Penalty for any person or entity in violation of this Code shall be as set forth in

## Sec. 8-413 Effective Date

This Ordinance shall take effect and be in force from and after publication in the official city newspaper.

PASSED AND APPROVED by the Governing Body of the City of Goodland, Kansas, on this 18th day of April, 2022.

MAYOR, AARON THOMPSON

## ATTEST:

AGENDA ITEM \#
CITY COMMISSION COMMUNICATION FORM

## FROM: Jeff Dinkel, Building Official Kent Brown, City Manager <br> DATE: 4/18/2022 <br> ITEM: Ordinance 1748 - REPEALING AND REWRITING SECTION 4-211 OF THE BUILDING CODE

NEXT STEP: Approve or disapprove ordinance

```
_X__ORDINANCE
    MOTION
    __INFORMATION
```


## I. REQUEST OR ISSUE:

This ordinance repeals and rewrites Section 4-211 of the city code which states:

## Sec. 4-211. - Examinations.

Standard examinations, for determination of competency as a general contractor, building contractor, residential contractor, demolition contractor, paving commercial-asphalt contractor, concrete placing and forming contractor, masonry/concrete contractor, roofing limited contractor, roofing unlimited contractor shall be one of the following:
(a)Contractor exam prepared, proctored and scored by the City of Goodland prior to January 1, 1997.
(b)Standard exams published and available from Experior Assessments LLC, 2100 NW 53rd Avenue, Gainesville, Florida 32653-2149.
(c)Any examination recognized by the State of Kansas as specified in K.S.A. 12-1556 et seq.

These examinations are hereby designated as the standard examinations for determining the qualifications of persons seeking licensure as general contractor, building contractor, residential contractor, demolition contractor, paving commercial-asphalt contractor, concrete placing and forming contractor, masonry/concrete contractor, roofing limited contractor, roofing unlimited contractor. The minimum passing score shall be 75 percent for each of the examinations listed herein.

Staff's proposal was to eliminate (a) since it is no longer practical and the previous ordinance was approved in 1999.

## II. RECOMMENDED ACTION / NEXT STEP:

Recommendation: Staff is recommending the Commission pass the Ordinance.
III. FISCAL IMPACTS:

No impact

## IV. BACKGROUND INFORMATION:

Staff presented the issue to the Construction Advisory Board of Trades and Appeals at their last meeting on April 6. The CABT unanimously approved a motion to recommend approval of the ordinance by the City Commission.

## V. LEGAL ISSUES:

City Attorney Jake Kling reviewed the document and found no legal issues.

## VI. CONFLICTS OR ENVIRONMENTAL ISSUES:

None.

## VII. SUMMARY AND ALTERNATIVES:

Commission may take one of the following actions:

1. Approve the ordinance as requested.
2. Reject the proposal and move to deny the request.
3. Direct staff to pursue an alternative approach.

## ORDINANCE NO. 1748

## AN ORDINANCE REPEALING AND REWRITING SECTION 4-211 OF THE BUILDING CODE OF THE CITY OF GOODLAND, KANSAS.

WHEREAS, the City of Goodland established Sec. 4-211. - Examinations; in the Building Code and it states as follows:

Standard examinations, for determination of competency as a general contractor, building contractor, residential contractor, demolition contractor, paving commercial-asphalt contractor, concrete placing and forming contractor, masonry/concrete contractor, roofing limited contractor, roofing unlimited contractor shall be one of the following:
(a) Contractor exam prepared, proctored and scored by the City of Goodland prior to January 1, 1997.
(b) Standard exams published and available from Experior Assessments LLC, 2100 NW 53rd Avenue, Gainesville, Florida 32653-2149.
(c) Any examination recognized by the State of Kansas as specified in K.S.A. 12-1556 et seq.

These examinations are hereby designated as the standard examinations for determining the qualifications of persons seeking licensure as general contractor, building contractor, residential contractor, demolition contractor, paving commercial-asphalt contractor, concrete placing and forming contractor, masonry/concrete contractor, roofing limited contractor, roofing unlimited contractor. The minimum passing score shall be 75 percent for each of the examinations listed herein. (Ord. No. 1419, § 15, 8-2-99)

WHEREAS, the Governing Body finds it is in the best interest of the City to repeal Line A of Section 4-211 and revert to only parts B and C of the code. It shall be noted that the older contractors would be grandfathered into this because of the time and work ethic they've put in over the years.

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

SECTION 1. Section 4-211 is hereby rewritten to show the amended ordinance as;
Standard examinations, for determination of competency as a general contractor, building contractor, residential contractor, demolition contractor, paving commercial-asphalt contractor, concrete placing and forming contractor, masonry/concrete contractor, roofing limited contractor, roofing unlimited contractor shall be one of the following:
(a) Standard exams published and available from Experior Assessments LLC, 2100 NW 53rd Avenue, Gainesville, Florida 32653-2149.
(b) Any examination recognized by the State of Kansas as specified in K.S.A. 12-1556 et seq.

These examinations are hereby designated as the standard examinations for determining the qualifications of persons seeking licensure as general contractor, building contractor, residential contractor, demolition contractor, paving commercial-asphalt contractor, concrete placing and forming contractor, masonry/concrete contractor, roofing limited contractor, roofing unlimited contractor. The minimum passing score shall be 75 percent for each of the examinations listed herein.

SECTION 2. This ordinance shall be in force and take effect after its publication in the Goodland Star News.

PASSED AND ADOPTED this th day of April, 2022, by the Governing Body of the City of Goodland, Kansas.

Aaron Thompson, Mayor
ATTEST:

Mary P. Volk, City Clerk

## FROM: Jeff Dinkel, Building Official Kent Brown, City Manager

DATE: 4/18/2022
ITEM: Ordinance 1749 - Amending Sec. 4-215 - contractor license certificates
NEXT STEP: Approve or disapprove ordinance

```
X__ORDINANCE
    MOTION
    INFORMATION
```


## I. REQUEST OR ISSUE:

This ordinance amends Section 4-215 of the city code which states:

Sec. 4-215. - Certificate of license.

Each person required to be licensed under the provisions of this article shall be required to carry a card which designates the type of work that he or she is licensed to perform and such card will be issued each year upon approval of such person's license application.
(Ord. No. 1419, § 19, 8-2-99)

Staff's proposal was to change the requirement for carrying a card to a certificate that would be sent to the contractor.

## II. RECOMMENDED ACTION / NEXT STEP:

Recommendation: Staff is recommending the Commission pass the Ordinance.

## III. FISCAL IMPACTS:

No impact

## IV. BACKGROUND INFORMATION:

Staff presented the issue to the Construction Advisory Board of Trades and Appeals at their last meeting on April 6. The CABT unanimously approved a motion to recommend approval of the ordinance by the City Commission.

## V. LEGAL ISSUES:

City Attorney Jake Kling reviewed the document and found no legal issues.

## VI. CONFLICTS OR ENVIRONMENTAL ISSUES:

None.

## VII. SUMMARY AND ALTERNATIVES:

Commission may take one of the following actions:

1. Approve the ordinance as requested.
2. Reject the proposal and move to deny the request.
3. Direct staff to pursue an alternative approach.

ORDINANCE NO. 1749

## AN ORDINANCE AMENDING SECTION 4-215 OF THE BUILDING CODE OF THE CITY OF GOODLAND, KANSAS.

WHEREAS, the City of Goodland established Sec. 4-215 Certificate of License- in the Building Code and it states that; Each person required to be licensed under the provisions of this article shall be required to carry a card which designates the type of work that he or she is licensed to perform and such card will be issued each year upon approval of such person's license application.

WHEREAS, the Governing Body finds it is in the best interest of the City to amend the code from "Cards" to mail in paper and e-file type "Certificates".

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

SECTION 1. Chapter 4 Article II Division I Section 4-215 is hereby amended to read as; Each person required to be licensed under the provisions of this article shall be required to carry a certificate which designates the type of work that he or she is licensed to perform and such certificate will be issued each year upon approval of such person's license application.

SECTION 2. This ordinance shall be in force and take effect after its publication in the Goodland Star News.

PASSED AND ADOPTED this $18^{\text {th }}$ day of April, 2022, by the Governing Body of the City of Goodland, Kansas.

ATTEST:

[^2]
# AGENDA ITEM <br> CITY COMMISSION COMMUNICATION FORM 

## FROM: Kenton Keith, Director of Streets and Facilities

DATE: 4/18/22
ITEM: IFB 2022-04 Chip Rock Delivery Bid Award
NEXT STEP: Commission Motion
ORDINANCE
X__MOTION
$\qquad$ INFORMATION
I. REQUEST OR ISSUE: IFB 2022-04 is our annual solicitation for 900 tons of chip rock, which is used in our chip seal/road maintenance program. A bid opening for IFB 2022-04 was held on April 14th at 11am. Three bids were received, one from Heartland Carriers for $\$ 13.33 /$ ton ( $\$ 11,997.00$ total bid), one from Perry White for $\$ 37.00 /$ ton ( $\$ 33,300.00$ total bid) and the third one from Dusty Houston for $\$ 23.00 /$ ton ( $\$ 20,700.00$ total bid). I recommend award to the low bidder.
II. RECOMMENDED ACTION / NEXT STEP: I move that we award IFB 2022-04 to Heartland Carriers for their bid of $\$ 11,997$.

## City of Goodland

204 W. $11^{\text {th }}$ St./P.O. Box 59<br>Goodland, KS 67735

## BID SHEET

IFB 2022-04

1. Delivery of 900 tons of $1 / 2$ inch Chip Rock: All $1 / 2$ inch Chip Rock must be delivered to the City of Goodland Industrial Park at $16^{\text {th }}$ St. \& Hwy 27 (contact Kenton Keith for placement) from the Carder Inc. - West Farm Gravel Pit, 8845 CR HH.5; Lamar, Colorado 81052 (location of the rock will be in the West Farm Pit, 1 Mile East of Lamar, CO), on or before June 30, 2022. Delivery may begin when rock is available and upon approval and acceptance of bid.
2. Weighing of random loads of Chip Rock may be required.

Bid for the delivery of 900 Tons of $1 / 2$ inch Chip Rock as per the specifications stated herein is:

## $\$ 13.33$ Per Ton delivered (Unit Price). <br> $\$ \quad$ 11,997.00 Total Bid (900 X unit price =bid).

Bid for the delivery of 900 Tons of $1 / 2$ inch Chip Rock as per the specifications stated herein written in longhand is as follows:

## Thirteen Dollars And Thirty Three Cents Per Ton delivered (Unit Price).

## Eleven Thousand Nine Hundred Ninty Seven DollarsTotal Bid (900 X unit price= bid).

The expected start date of delivery is $\qquad$ 2022 with completion of delivery on or before June 30,2022 . If my proposal is accepted, I hereby certify that I will deliver 900 Tons of $1 / 2$ inch Chip Rock per the minimum specifications or changes as noted above.

Heartland Carriers


Bidder's Signature

Box 158 Sharon Springs, Ks. 67758 Bidder's Address

785-852-4299
Bidder's Phone Number

# CITY OF GOODLAND 

INVITATION FOR BIDS 2022-04

## FOR DELIVERY OF $1 / 2$ INCH $\left(1 / 2^{\prime \prime}\right)$ CHIP ROCK <br> QUANTITY OF 900 TONS <br> TO THE CITY OF GOODLAND

## General Information:

Competitive sealed bids are being requested for the Delivery of 900 Tons of $\not y_{2}$ inch Chip Rock from Prowers Aggregate (West Farm Pit) to the City of Goodland, Goodland, Kansas. All bids should be marked, "1/2 INCH CHIP ROCK" on the outside of the envelope. The address for Prowers is as follows: 8845 CR HH.5; Lamar, Colorado 81052 (location of the rock will be in the West Farm Pit, 1 Mile East of Lamar, C0)

All bids must be received by 11:00 a.m. MST on Thursday, April 14, 2022. The bids will be opened for review in the office of the City Manager at 11:00 a.m. MST on Thursday, April 14, 2022. Bid award will take place the following Monday, April 18, 2022 at the regularly scheduled Commission Meeting.

Payment for this Chip Rock will be on a per ton basis after delivery of the Chip Rock, which meets all of the accepted bid specifications and accepted by the City Commission, not sooner than the first regular City Commission Meeting following delivery and acceptance.

Should bids come in above or below anticipated cost, the City reserves the right to adjust quantities necessary to complete the project accordingly. The City of Goodland reserves the right to accept or reject any or all bids for any reason deemed necessary.

We hope that you will bid on the Delivery of 900 Tons of $1 / 2^{\prime \prime}$ Chip Rock. It is difficult to write specifications, which are uniformly applicable. We have, therefore, provided a space on the bid form to list any deviations from the specifications. There is no intent on our part to not allow bids, which do not meet all of these specification and we encourage you to bid. The City of Goodland is an Equal Opportunity Employer.

Any questions concerning this bid should be forwarded to Kenton Keith, Director of Streets \& Facilities during regular business hours at 785-728-7324.

# CITY OF GOODLAND <br> 204 W. $11^{\text {tl }}$ St./P.O. $60 \times 59$ Goodland, KS 67335 

BID SHEET
IFB 2022-04

1. Delivery of 900 tons of $1 / 2$ inch Chip Rock: All $1 / 2$ inch Chip Rock must be delivered to the City of Goodland Industrial Park at $16^{\text {th }}$ St. \& Hwy 27 (contact Kenton Keith for placement) from the Carder Inc. - West Farm Gravel Pit, 8845 CR HH.5; Lamar, Colorado 81052 (location of the rock will be in the West Farm Pit, I Mile East of Lamar, CO), on or before June 30, 2022. Delivery may begin when rock is available and upon approval and acceptance of bid.
2. Weighing of random loads of Chip Rock may be required.

Bid for the delivery of 900 Tons of $1 / 2$ inch Chip Rock as per the specifications stated herein is:


## $\$ \_33,300 \quad$ Total Bid (900 X unit price= bid).

Bid for the delivery of 900 Tons of $1 / 2$ inch Chip Rock as per the specifications stated herein written in longhand is as follows:
Thirty Seven dollars Per Ton delivered (Unit Price).
Thirty-Thiree Thousand Three hindedrotal Bid ( $900 \times$ unit price= bid). The expected start date of delivery is May 2 nd
delivery on or before lune 30, 2022. If my proposal is accepted, I hereby certify that I will delivery on or before June 30,2022 . If my proposal is accepted, I hereby certify that I will deliver 900 Tons of $1 / 2$ inch Chip Rock per the minimum specifications or changes as noted above.


Bidder's signature
$\frac{31558 \text { CR 2W High, } 1080821}{\text { Bidder's Address }}$

$$
719-740-0114
$$

Bidder's Phone Number

## City of Goodland

204 W. 11 ${ }^{\text {th }}$ St./P.O. Box 59<br>Goodland, KS 67735<br>785-890-4500

## BID SHEET

IFB 2022-04

1. Delivery of 900 tons of $1 / 2$ inch Chip Rock: All $1 / 2$ inch Chip Rock must be delivered to the City of Gcodland Industrial Park at $16^{\text {th }}$ St. \& Hwy 27 (contact Kenton Keith for placement) from the Carder Inc. - West Farm Gravel Pit, 8845 CR HH.5; Lamar, Colorado 81052 (location of the rock will be in the West Farm Pit, 1 Mile East of Lamar, C0), on or before June 30, 2022. Delivery may begin when rock is available and upon approval and acceptance of bid.
2. Weighing of random loads of Chip Rock may be required.

Bid for the delivery of 900 Tons of $1 / 2$ inch Chip Rock as per the specifications stated herein is:
$\$ 23.00$ Per Ton delivered (Unit Price).
$\$ 20,700$ Total Bid (900 X unit price =bid).
Bid for the delivery of 900 Tons of $1 / 2$ inch Chip Rock as per the specifications stated herein written in longhand is as follows:


Per Ton delivered (Unit Price).


The expected start date of delivery is April $27 \quad 2022$ with completion of delivery on or before June 30,2022 . If my proposal is accepted, I hereby certify that I will deliver 900 Tons of $1 / 2$ inch Chip Rock per the minimum specifications or changes as noted above.


Bidder's Name


Bidaer's Signature

35147 county Rel 00.75 unready 1080758 Bidder's Address


Bidder's Phone Number

# AGENDA ITEM 

CITY COMMISSION COMMUNICATION FORM

## FROM: Shannon Shippy, Administrative Assistant

DATE: 4/11/2022
ITEM: Review of Board Applicants- John Topliff \& Jonathan Collett
NEXT STEP: Approve Board Members


ORDINANCE
$\qquad$ X_MOTION
$\qquad$ INFORMATION
I. REQUEST OR ISSUE: Two members of the Airport Board have appointments expiring and they wish to be reappointed to the board.
II. RECOMMENDED ACTION / NEXT STEP: It is recommended that their reappointments be approved.
III. FISCAL IMPACTS: None
IV. BACKGROUND INFORMATION: Both members have successfully fulfilled their 3 -year term and would like to be appointed for another 3 years.
V. LEGAL ISSUES: None
VI. CONFLICTS OR ENVIRONMENTAL ISSUES: None

## VII. SUMMARY AND ALTERNATIVES:

Commission may take one of the following actions:

1. Approve the proposal as requested.
2. Reject the proposal and move to deny the request.
3. Direct staff to pursue an alternative approach.

# Board and Commission Form 

Please print clearly or type. Use additional sheets if necessary. Retum form to the address above.
Please indicate with an $\mathbf{X}$ the Boards or Commissions in which you are interested:


Full Name: John Topliff E-mail: n604cr@gmail.com

Street Address: 6250 RD 17
Phone: Home 785-899-5846 Cell 303-619-8043

Work $\qquad$
Number of Years lived in Goodland: $\qquad$
Occupation: Pilot $\qquad$ Employer: Topflight LLC Business Address: 1361 N Caldwell St

Education (Highest School year, degrees, etc.) Bachelor Degree in Aviation Science Prior Appointed or Elected Offices held (if any): County Commissioner District 3

Please described any present or past community involvement: $\square$ Life time involvement in many community activities

Why would you like to serve? (please discuss specific interest, experience and qualifications which would make you an effective board member.)
I believe I can offer my experience in aviation both as a Pilot and as an Aviation Manager with world wide flight operations experence to help guide improvements to the Goodland Municipal Airport.

Date $11,9,17$ Signature:


Board and Commission Form
Please print clearly or type. Use additional sheets if necessary. Return form to the address above.
Please indicate with an X the Boards or Commissions in which you are interested:
$\square$ Board of Zoning AppealsCity Planning CommissionTree BoardHousing Authority BoardLibrary BoardMuseum BoardCemetery BoardAirport Board

New Appointment $\qquad$ ReAppointment $\qquad$ Referred by $\qquad$
Full Name: Jonathan Theodore Collet E-mail: jcollett Qi@gmailicom
Street Address: $\qquad$ 302 Poplar Dr Goodland KS 67735
Phone: Home $\qquad$ Cell 785-694-3410 Work $\qquad$
Number of Years lived in Goodland: $\qquad$ 5

Occupation: $\qquad$ Vice President of Butterfly Aviation Employer: $\qquad$
Business Address: $\qquad$ 602 Renner Fid Rel Goodland

Education (Highest School year, degrees, etc.) Brewster High School (2006) Bach small Bus Management Central Chnstion Colleg
Prior Appointed or Elected Offices held (if any): $\qquad$ -
$\qquad$
Please described any present or past community involvement: $\qquad$
$\qquad$
$\qquad$
Why would you like to serve? (please discuss specific interest, experience and qualifications which would make you an effective board member.)

As a business Owner + pilot on the airport, I would like to be involved in the future of the airport + decisions made to further the growth + quality of services we offer.

Date $\qquad$ $115 / 17$ Signature:


## FROM: Shannon Shippy, City Administrative Assistant Kent Brown, City Manager

DATE: 4/18/2022

## ITEM: Street parking for Trailers

NEXT STEP: Staff direction

```
        ORDINANCE
        MOTION
    X
    INFORMATION
```

I. REQUEST OR ISSUE: Had a request from a citizen for the city commission to take a look at the code on trailer parking. Utility trailers are not a hazard on the streets if appropriately marked per Police Chief, but the code would have to be changed.

## II. RECOMMENDED ACTION / NEXT STEP:

Requesting staff direction whether to pursue any changes to the current city code of Section 16-211b.
III. BACKGROUND INFORMATION: Current code only allows any type of trailer to be parked for 2 hours on the street with no differentiation between utility trailers, semi trailers or larger camper trailers, etc. (Sec. 16-211b - which is included below)
(b)Two-hour parking. Except as hereinafter provided, no person shall park or store any heavy truck, truck tractor, semi-trailer, recreational vehicle, trailer of any kind, farm machinery or boat on any street or alley within the City for a period longer than two hours of any day; provided, nothing herein shall prohibit the parking of a heavy truck, or a truck tractor without the semi-trailer attached to it on the streets and alleys within the commercial and industrial zones of the City; provided further, nothing herein shall prohibit the temporary parking of a vehicle or trailer, whether occupied or not, within the City for the purpose of, and while actually engaged in, the loading or unloading of property and passengers; and, provided further, nothing herein shall prohibit parking pursuant to a parking permit as set forth in subsection (d) herein.

## IV. SUMMARY AND ALTERNATIVES:

Commission may take one of the following actions:

1. Direct staff to make no changes and keep city code as it is currently written.
2. Direct staff to present options to change the ordinance for discussion at the next commission meeting.
3. Direct staff to draft an ordinance for consideration at the next commission meeting.
4. Direct staff to pursue an alternative approach.

## FROM: Kent Brown, City Manager

DATE: 4/18/2022

## ITEM: KFRTI request for office space in Wolak Building

NEXT STEP: Staff direction

```
_ORDINANCE
_X__MOTION
___INFORMATION
```


## I. REQUEST OR ISSUE:

Sherman County Clerk Ashley Mannis had received a request from the Kansas Fire \& Rescue Training Institute wanting to rent/lease an office space in the Wolak Building. There is space available and it has been approved by Chief James. According to the lease agreement for the Wolak Building, in order for the county to sublease, there must be an approval from the City prior (see Section 5 of the lease agreement). The original lease agreement for the Wolak building is attached.

## II. RECOMMENDED ACTION / NEXT STEP:

Give approval for Sherman County to sublease the space pending the submission of the formal sublease agreement between Sherman County and KFRTI.

## III. FISCAL IMPACTS:

None.

## IV. BACKGROUND INFORMATION:

Per Kelly McCoy, Director of Kansas Fire \& Rescue Training Institute (KFRTI) at the University of Kansas, through a recent search-hiring process they hired Matthew Breininger as a Western Regional Training Coordinator. Matt's fire chief (Brian James) at Sherman County Fire has indicated he is open to allowing KFRTI to lease space at the fire station for Matt to conduct training work for KFRTI, and also his training officer duties with Goodland (Sherman County) Fire Department. Matt will remain a volunteer firefighter and training officer with Goodland Fire Department. Because of the agreement for the building, city will need to approve the leasing of the office to KFRTI.

KFRTI/KU is interested in leasing office space for the new Training coordinator at the Goodland Fire Station, including one parking space for a State vehicle. KU would imagine occasional use of the apparatus bay for training (walking around fire trucks, donning PPE
gear, etc) and the ability to place appropriate props and equipment, with Fire Chief approval, on the training grounds. For example, based on demographics and local work, a Grain Bin Rescue Trailer and a Vehicle Extrication unit might be better stored and located in Western, KS.

Succinctly, Director McCoy wrote that the lease would include:
Office space
Parking space for one vehicle at the Fire station
With fire chief approval, occasional use of apparatus bay for training events sponsored by KFRTI, but which Goodland Fire and local fire departments could freely participate.
With fire chief approval, occasional, temporary storage/placement of training props and equipment at Training site that would benefit the training needs and demographics of the Western region.

## V. LEGAL ISSUES:

None.

## VI. CONFLICTS OR ENVIRONMENTAL ISSUES:

None.

## VII. SUMMARY AND ALTERNATIVES:

Commission may take one of the following actions:

1. Give approval for Sherman County to sublease the office space pending the submission of the formal sublease agreement between Sherman County and KFRTI.
2. Reject the request to sublease the office space.
3. Direct staff to pursue an alternative approach.

## AGREEMENT

This agreement is made and executed on Nov. 20, _, 2012, by and between the City of Goodland, Kansas, a Kansas municipality, as CITY, and Sherman County, Kansas, a Kansas municipality, and the Sherman County Rural Fire Department, COUNTY, as COUNTY.

## RECITALS

WHEREAS, City owns a building located in the City proper at property described in Exhibit A to this Agreement, which City is willing to make available to County for the parties' joint use for storing fire equipment and for the County to house EMS equipment; and

WHEREAS, County is willing to make improvements to said building which also will allow City to house its fire equipment in said building; and

WHEREAS, the parties wish to enter into an agreement setting out their mutual obligations to one another; and

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN, THIS AGREEMENT IS AS FOLLOWS:

SECTION ONE CONSIDERATION

In consideration of City allowing County to use said building County agrees to make and pay for certain agreed upon alterations or improvements to said building for the housing of City and County fire equipment and in consideration thereof City agrees to make said building available to County for the term of this agreement.

## SECTION TWO

## TERM

A. The initial term of this agreement shall be for thirty (30) years, commencing on the $1^{\text {st }}$ day of November, 2012, and ending on the $31^{\text {st }}$ day of October, 2042.
B. As used in this agreement, the expression "term of this agreement" refers to the initial term and to any renewal or extension of this agreement as provided below.

## SECTION THREE <br> WARRANTIES OF TITLE AND QUIET POSSESSION

City covenants that City is seized of the demised premises in fee simple and has full right to make and enter into this agreement and that County shall have quiet and peaceable possession of the demised premises during the term of this agreement.

## SECTION FOUR CITY'S RIGHT OF ENTRY

County shall permit City and the agents and employees of City to enter into and upon the demised premises at all reasonable times for the purpose of inspecting the premises, or for the purpose of making its own reasonable alterations, additions, or repairs, without any liability to County for any loss of occupation or quiet enjoyment of the premises occasioned by the entry.

## SECTION FIVE

## ASSIGNMENT AND TRANSFER

A. County shall not assign or transfer this agreement, or any interest in this agreement, without the prior, express, and written consent of City (which consent shall not be unreasonably withheld), and consent to assignment or transfer shall not be deemed to be consent to any subsequent assignment or transfer. Any assignment or transfer without consent shall be void and shall, at the option of City, terminate this agreement.
B. Neither this agreement nor any interest of County under this agreement in the demised premises or any buildings or improvements on the demised premises shall be subject to involuntary assignment, transfer, or sale, or to assignment, transfer, or sale by operation of laws in any manner whatsoever. Any such attempted involuntary assignment, transfer, or sale shall be void and of no effect and shall, at the option of City, terminate this agreement.

## SECTION SIX

## NOTICES

A. All notices, demands, or other writings in this agreement provided to be given or made or sent, or which may be given or made or sent, by either party to the other, shall be deemed to have been fully given or made or sent when made in writing and deposited in the United States mail, registered and postage prepaid, and addressed as follows:

## TO CITY:

```
City of Goodland \% City Manager
204 W \(11^{\text {th }}\)
Goodland, KS 67735
```

TO COUNTY:
Sherman County
\% Sherman County Commissioners
813 Broadway
Goodland, KS 67735
B. The address to which any notice, demand, or other writing may be given or sent to any party as above provided may be changed by written notice given by such party provided.

SECTION SEVEN
STRUCTURAL CHANGES TO BUILDING
A. Plans and specifications. Following the certain agreed upon alterations or improvements referenced in Section One herein, the County shall, at County's sole expense, prepare plans and specifications for any further structural changes needed to be made to the premises. Any such proposed plans and specifications during the term of the agreement shall be submitted to City for City's written approval or any revisions required by City. City shall not unreasonably withhold such approval, and in the event of disapproval, City shall give to County an itemized statement of reason for disapproval within ten (10) days after the plans and specifications are submitted to City.
B. Notwithstanding anything herein, the parties agree that the County shall have the right and option to:
extend or renew this agreement for successive thirty (30) year terms upon the expiration of the initial term of this agreement and upon the expiration of any additional thirty (30) year term exercised at County's option under this clause.

## SECTION EIGHT

## REPAIRS AND DESTRUCTION OF IMPROVEMENTS

A. Maintenance of improvements. County shall, throughout the term of this agreement, at its own cost, and without any expense to City, keep and maintain the premises, including all buildings and improvements of every kind that may be a part of the premises, and all appurtenances to the premises, including sidewalks adjacent to the premises, in good, sanitary, and neat order, condition and repair, and, except as provided in this agreement (e.g., losses, repairs, or maintenance due to the negligence or misconduct of City, its agents, and/or employees), restore and rehabilitate any improvements of any kind that may be destroyed or damaged by fire, casualty, or any other case whatsoever.
B. No obligation by City to make improvements. City shall not be obligated to make any repairs, replacements, or renewals of any kind, nature, or description whatsoever to the demised premises or any buildings or improvements on the demised premises other than as agreed to by the parties as follows: The City will be responsible for all losses, repairs, or maintenance due to the negligence or misconduct of City, its agents, and/or employees. The City of Goodland will repair and maintain the parking lot at its expense. The City agrees to make curb cuts on the North end of the building to allow County the right to install overhead doors and use them for EMS Equipment.
C. Compliance with laws. The parties shall comply with and abide by all federal, state, county, municipal, and other governmental statutes, ordinances, laws, and regulations affecting the demised premises, the improvements on, or any activity or condition on or in the premises.
D. Damage to and destruction of improvements. The damage, destruction, or partial destruction of any building or other improvement that is a part of the demised premises shall not release the parties from any obligation under
this agreement, except as expressly provided below. Except as otherwise provided in this agreement (e.g., losses, repairs, or maintenance due to the negligence or misconduct of City, its agents, and/or employees), in case of damage to or destruction of any such building or improvement, County shall at its own expense promptly repair and restore it to a condition as good or better than that which existed prior to the damage or destruction. Without limiting the obligations of County, it is agreed that the proceeds of any insurance covering damage or destruction shall be made available to County for repair or replacement.

## SECTION NINE UTILITIES

County shall be responsible for prompt payment of $75 \%$ of all water, gas, heat, light, power, telephone service, and other public utilities of every kind furnished to the premises throughout the term of this agreement, and all other costs and expenses of every kind whatsoever of or in connection with the use, operation, and maintenance of the premises and all activities conducted on the premises, to be paid $50 \%$ by EMS/Sherman County and $25 \%$ by Sherman County Rural Fire. City shall be responsible for payment of $25 \%$ of any such utilities.

## SECTION TEN <br> INDEMNIFICATION OF CITY

City shall not be liable for any loss, injury, death, or damage to persons or property that at any time may be suffered or sustained by County or by any person whosoever that may at any time be using or occupying or visiting the demised premises or be in, on, or about the demised premises, whether the loss, injury, death, or damage shall be caused by or in any way result from or be caused by any other matter or thing, whether of the same kind as or of a different kind than the matters or things above set forth. County waives all claims against City for damages to the building and improvements that are now on or hereafter placed or built on the premises and to the property of County in, on, or about the premises, and for injuries to person or property in or about the premises, from any cause arising at any time. The two preceding sentences shall not apply to loss, injury, death, or damage arising by reason of the negligence or misconduct of City, its agents, or employees and/or any condition of the premises existing
prior to the term of this agreement, in which case the County shall be afforded the protections afforded to the City in the two preceding sentences.

## SECTION ELEVEN <br> REDELIVERY OF PREMISES

A. County shall pay the consideration and all other sums required to be paid by County under this agreement in the amounts, at the times, and in the manner provided in this agreement, and shall keep and perform all the terms and conditions on its part to be kept and performed. At the expiration or earlier proper termination of this agreement, County shall peaceably and quietly quit and surrender to City the premises in good order and condition subject to the other provisions of this agreement, ordinary wear and tear excepted.
B. In the event of the non-performance by County or City of any of the covenants undertaken in this agreement, this agreement may be terminated as provided elsewhere in this instrument.

## SECTION TWELEVE INSURANCE

A. Insurance coverage of premises. City shall, at all times during the term of this agreement and at City's sole expense, keep all improvements that are now or hereafter a part of the premises insured against loss or damage by fire and the extended coverage hazards for one hundred percent ( $100 \%$ ) of the full replacement value of the improvements, with loss payable to City and County as their interests may appear. Any loss adjustment shall require the written consent of both City and County.
B. Personal injury liability insurance. County shall maintain in effect throughout the term of this agreement personal injury liability insurance covering the premises and its appurtenances and the sidewalks fronting on them in the amount of One Million Dollars ( $\$ 1,000,000$ ) for injury to or death of any one person, and One Million Dollars $(\$ 1,000,000)$ for injury to or death of any number of persons in one occurrence. Such insurance shall insure both the City and the County.
C. City's right to pay premiums on behalf of County. All of the policies of insurance referred to in this section shall be written in a form satisfactory to City and by insurance companies satisfactory to City. Except for the premises and improvements insurance coverage referenced in subsection A of this section, County shall pay all of the premiums for insurance and deliver policies, or certificates of policies, to City. In the event of failure of County, either to effect insurance in the names called for in this agreement or to pay the premiums for the insurance required to be maintained by the County or to deliver the policies, or certificates of the policies, to City for such insurance, City shall be entitled, but shall have no obligation, to effect such insurance and pay the premiums for the insurance, which premiums shall be repayable to City. Each insurer mentioned in this section shall agree, by endorsement on the policy or policies issued by it, or by independent instrument furnished to City, that it will give to City thirty (30) days' written notice before the policy or policies in question shall be altered or cancelled. City agrees that it will not unreasonably withhold its approval as to the form or to the insurance companies selected by County.
D. Blanket insurance policies. In spite of anything to the contrary contained in this section, County's obligations to carry the insurance required of it in this section may be brought within the coverage of a so-called blanket policy or policies of insurance carried and maintained by County. However, the coverage afforded City through County's insurance shall not be reduced or diminished or otherwise be different from that which would have existed under a separate policy meeting all other requirements of this agreement by reason of the use of the blanket policy of insurance.
E. Cost of insurance deemed additional consideration. The cost of insurance required to be carried by County in this section shall be deemed to be additional consideration under this agreement.

## SECTION THIRTEEN REAL ESTATE TAXES

In the event that the City and County are not able to obtain tax exempt status for the building, City and County will split equally any real estate taxes as they become due
and owing from the date of the agreement and during the term of the agreement.

## SECTION FOURTEEN <br> DEFAULT

The occurrence of any one or more of the following events shall constitute a material default in breach of this agreement by County:

1. Vacation or abandonment of the demised premises. Vacation and abandonment includes, but is not limited to, any absence of County from the demised premises for sixty (60) business days or longer.
2. Failure by County or City to make any payment required under this agreement as and when due, where such failure shall continue for a period of thirty (30) days after written notice from City or County (as the case may be).
3. Failure by County or City to observe or perform any of the covenants, conditions, or provisions of this agreement, other than the making of any payment, where the failure shall continue for a period of thirty (30) days after notice of the failure from City or County (as the case may be) or such additional period of time as is reasonably necessary to cure the failure, provided County or City (as the case may be) diligently prosecutes the cure.

In the event of any default by County under this agreement, in addition to any other remedy, City shall also have the right, adhering to applicable legal processes, with or without terminating this agreement. County hereby agrees to pay City the reasonable cost of recovering possession of the demised premises. In the event of any default by City under this agreement, in addition to any other remedy, County shall also have the right and option to terminate this agreement.

## SECTION FIFTEEN

SURRENDER OF AGREEMENT

The voluntary or other surrender of this agreement by County, or a mutual cancellation of this agreement, shall not work a merger, and shall, at the option of City,
terminate all or any existing agreements and/or assignments.

## SECTION SIXTEEN

DISPOSITION OF IMPROVEMENTS ON TERMINATION OF AGREEMENT

Subject to the terms of Section Seven herein, on proper termination of this agreement for any cause other than default by the City, City shall become the owner of any building or improvements on the demised premises. If the building extends onto other property owned by the then County under this agreement, the County shall convey to City on termination an undivided interest as tenant in common in all of the property covered by the building which bears the same proportion to the whole as the area of the demised premises bears to the total area covered by the building. City shall convey to County an undivided interest as tenant in common in the demised premises that bear the same relation to the whole of the demised premises as the area covered by the building not included in the demised premises bears to the whole area covered by the building.

## SECTION SEVENTEEN WAIVER

The waiver by City or County of or the failure of City or County to take action with respect to any breach of any term, covenant, or condition contained in this agreement shall not be deemed to be a waiver of such term, covenant, or condition, or subsequent breach of the same, or any other term, covenant, or foundation contained in this agreement.

## SECTION EIGHTEEN <br> PARTIES BOUND

The convents and conditions contained in this agreement shall, subject to the provisions as to assignment, transfer, and subletting, apply to and bind the heirs, successors, executors, administrators, and assigns of all of the parties to the agreement. All of the parties shall be jointly and severally liable under this agreement.

## SECTION NINETEEN <br> TIME OF THE ESSENCE

Time is of the essence of this agreement, and of each and every covenant, term, condition, and provision of this agreement.

## SECTION TWENTY SECTION CAPTIONS

The captions appearing under the section number designations of this agreement are for convenience only and are not a part of this agreement and do not in any way limit or amplify the terms and provisions of this agreement.

## SECTION TWENTY-ONE GOVERNING LAAW

It is agreed that this agreement shall be governed by, construed and enforced in accordance with the laws of the State of Kansas and jurisdiction and venue shall be in the District Court of Sherman County, Kansas. Notwithstanding same, the parties agree to attempt in good faith to resolve any dispute arising out of this agreement by mediation prior to resorting to litigation.

## SECTION TWENTY-TWO <br> ENTIRE AGREEMENT

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

## SECTION TWENTY-THREE MODIFICATION OF AGREEMENT

Any modification of this agreement or additional obligation assumed by either party in connection with this agreement shall be binding only if evidenced in a writing signed by each party or an authorized representative of each party.

## SECTION TWENTY-FOUR <br> ADDITIONAL DOCUMENTS

The parties agree to execute whatever papers and documents may be necessary to effectuate the terms of this agreement.

In witness whereof the parties have executed this agreement on the day and year above written.

CITY:


By fanet. Re. Rempel
ATTEST:


## EXHIBIT A

Lots One through Twelve (1-12), Block Fifty-eight (58), Original Town, now City of Goodland, Sherman County, Kansas.

City of Goodland
204 W. 11 ${ }^{\text {th }}$ Street Goodland, KS 67735

## MEMORANDUM

TO: Mayor Thompson and City Commissioners
FROM: Kent Brown, City Manager
DATE: April 18, 2022
SUBJECT: Agenda Report
Presentations \& Proclamations:
A. Arbor Day Proclamation

## Consent Agenda:

A. 4-4-2022 Commission Meeting Minutes
B. Joint City/County 04-11-22 Meeting Minutes
C. Appropriation Ordinances 2022-08; 2022-08A; 2022-P08;

Staff recommends approval of the Consent Agenda.
RECOMMENDED MOTION: I move that we approve Consent Agenda items $A, B$ and $C$.

## Formal Actions:

A. Mobile Food Vendor Ordinance

At a prior meeting, the subject of mobile food vendors was discussed and the lack of any requirements, licensing or regulations in the Goodland city code. A sample ordinance was presented and the Commission made several recommendations at the $4 / 4 / 2022$ commission meeting. The revised ordinance was prepared by City Attorney Kling and is presented for Commission's consideration.

RECOMMENDED MOTION: I move that we approve Ordinance \#1747, an Ordinance pertaining to water utility rates and amending Section 17-301 of the code of the City of Goodland as it pertains to water utility rates.

## B. Amending Sec. 4-211 - contractor license examinations

This ordinance removes the following option from Section 4-211 of the city code.
(a)Contractor exam prepared, proctored and scored by the City of Goodland prior to January 1, 1997. Staff presented the issue to the Construction Advisory Board of Trades and Appeals at their last meeting on April 6. The CABT unanimously approved a motion to recommend approval of the ordinance by the City Commission. Staff recommends approval as well.
RECOMMENDED MOTION: I move that we approve Ordinance \#1748, an Ordinance removing section (a) and rewriting Section 4-211 of the code of the City of Goodland as it pertains to contractor license examinations.

## C. Amending Sec. 4-215 - contractor license certificates

This ordinance would change the requirement for carrying a card to a certificate that would be sent to the contractor. Staff presented the issue to the Construction Advisory Board of Trades and Appeals at their last meeting on April 6. The CABT unanimously approved a motion to recommend approval of the ordinance by the City Commission. Staff recommends approval as well.

RECOMMENDED MOTION: I move that we approve Ordinance \#1749, an Ordinance amending Section 4-215 of the code of the City of Goodland as it pertains to contractor license certificates.

## D. Chip Rock Delivery Bid Award

IFB 2022-04 is our annual solicitation for 900 tons of chip rock, which is used in our chip seal/road maintenance program. A bid opening for IFB 2022-04 was held on April 14th at 11am. Staff recommends the award to the low bidder -Heartland Carriers for \$13.33/ton (\$11,997.00 total bid)
RECOMMENDED MOTION: I move that we award the bid for chip rock delivery to Heartland Carriers for \$13.33/ton and a total of \$11,997.00.

## E. Renewal of Airport Board Appts. - Jonathan Collet \& John Topliff

Both members have successfully fulfilled their 3-year term and would like to be appointed for another 3 years. Staff recommends the City Commissioners appoint each applicant to the Airport Board.

## Discussion:

A. Street parking for Trailers

Had a request from a citizen for the city commission to take a look at the code on trailer parking. Utility trailers are not a hazard on the streets if appropriately marked per Police Chief, but the code would have to be changed. Staff direction is requested.
B. Kansas Fire \& Rescue Training-request to rent/lease an office space in the Wolak Building
Sherman County Clerk Ashley Mannis had received a request from the Kansas Fire \& Rescue Training Institute wanting to rent/lease an office space in the Wolak Building. According to the lease agreement for the Wolak Building, in order for the county to sublease, there must be an approval from the City prior (see Section 5 of the lease agreement). City Attorney Kling and staff will request direction to give notice of approval to Sherman County pending submission of the actual sublease documents.

## Reports:

A. City Manager
> Base Grant Application-City of Goodland's applications not approved.
$>$ Joint meeting with County Commissioners - follow up.
$>17^{\text {th }}$ St. project construction update.
$>$ Airport runway construction project update.
> Planning Commission applications are available.
$>$ Police monthly activity report is included.
B. City Commissioners

The Mayor will ask each City Commissioner for their comments or questions for staff on any other topic not on the agenda at this time.
C. Mayor

Mayor will present any comments or questions for staff at this time.

| 911 Disconnect | 10 |
| :---: | :---: |
| Alarm | 5 |
| Animal Bite | 1 |
| Animal Complaint | 6 |
| Breathing Problems | 1 |
| Building Check | 1 |
| Burglary | 2 |
| Business Walk Through | 9 |
| Cardiac Arrest | 1 |
| Child in Need of Care | 6 |
| Civil Dispute | 7 |
| Civil Process | 2 |
| Controlled Substance | 3 |
| Criminal Damage to Property | 2 |
| Criminal Threat | 1 |
| Death | 1 |
| Disorderly Conduct | 1 |
| Dispute | 2 |
| Falls | 1 |
| Fights | 2 |
| Follow Up | 7 |
| Forgery | 1 |
| Fraud | 3 |
| Gunshot | 2 |
| Harrassment | 2 |
| Informtation/Misc | 58 |
| Intoxication | 1 |
| Lost Property | 1 |
| Loud Music/Party | 3 |
| Medical Assistance | 6 |
| Mental | 1 |
| Neignbornood root <br> Patrol | 4 |
| Non Injury Accident | 3 |


| Open 911 Call | 9 |  |
| :---: | :---: | :---: |
| Open Doors | 2 |  |
| Parking Complaint | 6 |  |
| Property Damage | 1 |  |
| Public Service | 6 |  |
| Reckless Driving | 6 |  |
| Recovered Property | 1 |  |
| Registration Check | 1 |  |
| Restraining Order/PFA | 1 |  |
| Service Rendered | 16 |  |
| Suspicion | 9 |  |
| Theft | 9 |  |
| Traffic Stop | 83 |  |
| Training | 1 |  |
| Transient Aide | 2 |  |
| Transporting | 1 |  |
| Trespassing | 2 |  |
| Vandalism | 1 |  |
| Vehicle Maintanance | 1 |  |
| VIN Inspection | 36 |  |
| Warrant | 2 |  |
| Welfare Check |  |  |

- On March 15 Officer Mader conduct a traffic stop on Broadway. During the traffic stop, K9 Goose was deployed to check for the odor of illegal narcotics. Preliminary breath tests and standard field sobriety test were also completed on the driver of the vehicle. The individual was charged with possession of marijuana, consumption of liquor by minor, and transporting an open container.
- On March 26, Officers were dispatched to Arcade for an individual who was going to shoot up his house and himself. Officers were staged at all points around the house to watch and block traffic. With the assistance from KHP and the Sheriff's Dept. they were able to talk the individual down. In result of this incident, officers recommended the individual be charged with aggravated assault, criminal discharge of a firearm, unlawful discharge of a firearm, disorderly conduct, and interference with LEO.


[^0]:    Mary P. Volk, City Clerk

[^1]:    Mary P. Volk, City Clerk

[^2]:    Mary P. Volk, City Clerk

