



# CITY COMMISSION AGENDA

## TUESDAY, JANUARY 3, 2023

204 W. 11<sup>TH</sup> ST. – 5:00 P.M.

AARON THOMPSON – MAYOR  
JJ HOWARD – VICE MAYOR  
JASON SHOWALTER – COMMISSIONER  
BROOK REDLIN – COMMISSIONER  
ANN MYERS – COMMISSIONER

### 1. CALL TO ORDER

- A. Roll Call
- B. Pledge of Allegiance

### 2. PUBLIC HEARING

- A. Unfit Structure 106 N. Caldwell

### 3. PUBLIC COMMENT

Craig Loveless- GRMC  
(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.)

### 4. CONSENT AGENDA

- A. 12-19-22 Commission Meeting Minutes
- B. Appropriation Ordinances 2023-01; 2023-01A; 2023-P01

### 5. COMMISSION LEADERSHIP TRANSITION & OATHS

- A. Election of Mayor for 1 year term
- B. Oath of Office-Mayor
- C. Election of Vice Mayor for 1 year term
- D. Oath of Office-Vice Mayor

### 6. ORDINANCES AND RESOLUTIONS

- A. Ordinance 1763- Solid waste Collection Fee Increase

### 7. FORMAL ACTIONS

- A. Welcome Center Lease Agreement Renewal
- B. Nemechek Farms Lease Agreement
- C. 2023 CMB License

### 8. DISCUSSION ITEMS

- A. Set date for work session
- B. Sewer system recommendation / staff direction

### 9. REPORTS

- A. City Manager
  - (1) Manager Memo
  - (2) Next regular meeting held on Tuesday due to Martin Luther King, Jr. Day.
  - (3) Update on demolition of 1514 Caldwell Av.
  - (4) KMEA AMI Cost Share Program
- B. City Commissioners
- C. Mayor

### 10. EXECUTIVE SESSION

- A. Under the authority of KSA 75-4319 (b)(1) for personnel matters for nonelected personnel.
- B. Action from Executive Session, if any

### 11. ADJOURNMENT

- A. Next Regular Meeting:  
Rescheduled to Tuesday, January 17, 2023 due to Martin Luther King Day

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



City of Goodland  
204 W. 11<sup>th</sup> Street  
Goodland, KS 67735

## MEMORANDUM

TO: Mayor Thompson and City Commissioners  
FROM: Kent Brown, City Manager  
DATE: January 3, 2023  
SUBJECT: Agenda Report

### **Public Hearing**

#### A. Unfit Structure 106 N. Caldwell

At the November 21, 2022 City Commission meeting, Commissioners set this public hearing date when they approved Resolution 1603. The public hearing date is the opportunity for “the owner, his or her agent, or any lien holders of record, any occupant and any other parties in interest, as that term is defined by law ... may appear and show cause why such structure should not be condemned as an unsafe or dangerous structure and ordered repaired or demolished.” Mayor will open the public hearing, receive all input, and then close the public hearing. There have been 3 groups that have expressed interest in the property and they have been invited to the meeting to provide updates on their activities.

### **Consent Agenda:**

A. 12-19-2022 Commission Meeting Minutes

B. Appropriation Ordinances 2023-01; 2023-01A; 2023-P01;

*RECOMMENDED MOTION: I move that we approve Consent Agenda items A and B.*

### **Commission Leadership Transition & Oaths:**

#### A. Election of Mayor

The City Commission elects its own Mayor by majority vote, who will serve a one-year term.

#### B. Oath of Mayor

After the election, City Clerk Mary Volk will swear in the Mayor, and then the Mayor will take his seat at the center of the Commission.

#### C. Election of Vice-Mayor

The City Commission then elects its own Vice-Mayor by majority vote, who will serve a one-year term.

#### D. Oath of Vice-Mayor

After the election, Mary will swear in the Vice-Mayor. The Vice-Mayor does not have a designated seat.

## **Ordinances and Resolutions:**

### **A. Ordinance 1763- Solid waste Collection Fee Increase.**

This ordinance will make the necessary changes in the city code that will match the changes approved in the amendment to the agreement with In the Can, LLC that were approved at the December 19, 2022 City Commission meeting.

*RECOMMENDED MOTION: "I move that we approve Ordinance 1763 regarding Solid Waste Collection Fee Increase."*

## **Formal Actions**

### **A. Welcome Center Lease Agreement Renewal**

The previous contract commenced on January 1, 2022 and ends December 31, 2022. This is just requesting the Commission to confirm to go ahead with annual renewals under the same terms of this agreement. Staff is requesting no changes to the agreement.

*RECOMMENDED MOTION: "I move that we approve the Welcome Center Lease Agreement Renewal with Sherman County Community Development for 2023."*

### **B. Nemechek Farms Lease Agreement**

The lease agreement has expired and we need to approve another lease. The lease presented is for a two year period, to expire December 31, 2024. The agreement presented remains the same terms as in the past, with the addition of the property the City purchased from the Cole/Davis families in 2020, which Melvin is currently farming for the City.

*RECOMMENDED MOTION: "I move that we approve the 2 year lease agreement with Nemechek Farms with the addition of the property the City purchased from the Cole/Davis families in 2020. "*

### **C. 2023 CMB License**

One additional business, Cowboy Corner Xpress LLC, has submitted the renewal application for a CMB License for 2023. Staff is recommending approval of the license pending completion / approval of inspections.

*RECOMMENDED MOTION: "I move that we approve the 2023 CMB License for Cowboy Corner Xpress LLC for in original and unopened containers not for consumption on premises."*

## **Discussion Items**

### **A. Set date for work session**

This is as requested by Commission members to follow up on strategic planning sessions that were completed by the Commission in the first quarter of 2022.

### **B. Sewer system recommendation / staff direction**

Staff will present recommendations for specific repairs and project to line certain sections of sanitary sewer main that were identified as having specific issues. These include areas underneath the education wing of the Catholic Church and also underneath West Elementary. Staff will present information on funding as well as vendors that could be involved.

## **Reports:**

### **A. City Manager**

- Manager Memo
- City Offices Closed January 16 for Martin Luther King, Jr. Day
- Next meeting will be set for January 17
- Free Dog License Day – City Hall – January 17
- Update on demolition of 1514 Caldwell. Bid was awarded to Goody's in the amount of \$9,000 and Goody's had anticipated a completion date of January 6, 2023.
- Update on Tantalus contract with KMEA
- Sunflower wholesale member tariff

### **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.





## City of Goodland Building Department

204 W 11<sup>th</sup>  
P.O. Box 59.  
Goodland, Kansas 67735

Phone: 785-890-4550  
Fax: 785-890-4532  
jeff.dinkel@goodlandks.gov

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### Statement of Enforcing Officer

To: Governing Body, City of Goodland, Kansas

Re: Statement of Dangerous or Unsafe Structure

Date: 08/10/2022

The following described structure is in a dangerous or unsafe condition/nuisance:

- (a) Description of structure: Single Story Residential Home
- (b) Street Address: 106 N. Caldwell Ave.
- (c) Legal Description: All of Lots Eight (8), Nine (9), Ten (10), Eleven (11) and Twelve (12), in Block One (1), of Toelkes Addition to the City of Goodland, Sherman County, Kansas.
- (d) Owner(s): Michael L. Barnhart and Dona Barnhart (Son/Mother Joint Owners)
- (e) Resident Agent: None
- (f) Occupant(s): Unoccupied
- (g) Lien holder(s) of Record: None
- (h) Description of dangerous or unsafe/nuisance conditions. The property is found to be dangerous and unsafe/nuisance because of the following conditions:

General lack of maintenance and is an attractive nuisance to children, vagrants, criminals, insects, and animals — Property brings down the value of the neighborhood — Lack of weather protection on roof- Broken windows & unsecured doors - Structure is a blight to the neighborhood and the city.

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Jeff Dinkel  
Building Official / Code Enforcement Officer









































Cheddar Cheese 27

CAUTION

TEAM









07/22/2022  
09:36





07/22/2022  
09:37





07/22/2022  
09:38





07/22/2022  
09:39





07/22/2022  
09:39



ERR, NOT KNOWING  
PTURES

JUST SAY N

07/22/2022  
09:40







07/22/2022  
09:40





07/22/2022  
09:45







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

**December 19, 2022**

**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, Jason Erhart – Assistant 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, Mary Volk - City Clerk, Jake Kling – City Attorney and Kent Brown - City Manager.

**Mayor Thompson led Pledge of Allegiance**

**PUBLIC HEARING**

- A. 2022 Budget Amendment: Electric Utility** – Mayor Thompson opened the public hearing for the 2022 Budget Amendment at 5:00 p.m. Kent stated, as discussed last meeting, staff requested to publish a budget amendment to increase budget authority in the electric utility \$200,000. The main reason is increased power costs over the last year and increase of costs for items purchased for the electric utility. We could possibly exceed budget allowed. This amendment provides City authority to spend additional amount if expenditures justify need. Our utility revenues have increased with expenditures, so no additional burden on City. We just need to be allowed authority in budget if needed. As of now we have one remaining bill for power to Prairieland. As of today, revenues are currently \$6,500,000 and expenditures are \$6,420,000. The end of year numbers will be very close. Mayor Thompson closed the public hearing for the 2022 Budget Amendment at 5:05 p.m.

**PUBLIC COMMENT**

**CONSENT AGENDA**

- A. 11/21/22 Commission Meeting Minutes**  
**B. Appropriation Ordinances: 2022-24, 2022-24A, and 2022-P24**  
Kent stated, the date for the minutes being approved should be 12/05/2022 not 11/21/2022. **ON A MOTION** by Commissioner Redlin to approve Consent Agenda as amended **seconded by** Commissioner Myers. **MOTION carried on a VOTE of 5-0.**

**FORMAL ACTIONS**

- A. Budget Amendment: Electric Utility** - Kent stated, staff respectfully asks commission approval of amendment to submit proper paperwork to the State and County. Our auditor submitted a statement and agreed to the amendment. Mayor Thompson asked, if we do not approve amendment, what happens if expenditures exceed budget? Kent stated, the auditor will submit information to the state of the budget violation and the City will get a letter. I am unsure if there is a penalty. **ON A MOTION** by Mayor Thompson to approve the 2022 Budget Amendment for the Electric Utility as presented **seconded by** Commissioner Showalter. **MOTION carried on a VOTE of 5-0.**
- B. Proposed Contract Amendment for Increased Charges: Collections and Disposal of Refuse with In the Can** – Commissioner Redlin stated, I recuse myself from this discussion and vote due to a conflict of interest. Kent stated, we had a formal request from Chuck Redlin for a \$3.00 increase for both residential and commercial customers. A draft of the contract changes is provided for discussion. The original contract was effective 2016, with ten year renewal. Jake stated, there is not a subtenant change to contract. Mayor Thompson asked, Chuck was here last meeting, how did you derive at the increase amount? Chuck stated, we know what we are falling short to keep operating, this is a minimum amount. As you are aware, most costs have doubled. Vice-Mayor

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Howard asked, can you provide an example so people understand? Chuck stated, new containers were \$600, now over \$600 just to repair while new containers are \$1,500. Lids were \$50, now they are \$100. Truck tires are almost double. The company we used to get containers from went out of business so now have to go further for them which is more freight costs. Vice-Mayor Howard stated, unfortunately it is a sign of the times, everyone is experiencing increased costs. Commissioner Showalter asked, would you be open to alternative approach and have increase over two year period to help customers? Chuck stated, we have to have it all, we have gone six months and it is getting worse. I feel this is a minimum. Mayor Thompson stated, it is tough and you have added expenses, it is also tough on City side and we have to justify increases. They are already seeing increases on city bill. The \$3.00 increase is about 18% increase of current contract, \$1.50 would be 9% and easier to sell to residents. Chuck stated, we have not had an increase in several years. We were hoping things would level off but it did not happen. Kent asked, how many containers do you repair and replace a year? Chuck stated, we repair about 200 a year and replacement is tough and has not happened in a couple years. We purchased used containers a few years back out of Denver which has helped a lot. Commissioner Myers stated, we talked yesterday, your trucks are struggling too. Chuck stated, yes we have repairs and it is hard to get parts; when we do the cost has increased. Commissioner Showalter stated, I have been milling over this since last meeting. It is easy to discuss it among us but I think about the people trying to make ends meet. Anytime we think of increasing city bills we have to think about it a lot. That is reason asked for alternative approach. I will say that anytime we need anything after hours, Chuck helps which makes it hard because I know he needs the \$3.00. It is a struggle. Commissioner Myers stated, seems to be a way of life, nothing is going down. Mayor Thompson stated, we are in 6<sup>th</sup> year of contract. If we had an increase every couple years it would have been easier for everyone. You are asking for a big increase and people are experiencing increased costs everywhere, which makes it difficult. Vice-Mayor Howard stated, we do not want a decrease in service and we want trash picked up. I do not like raising city bills for anything. **ON A MOTION by Vice-Mayor Howard to approve the contract amendment for increased charges for collection and disposal of refuse with In the Can seconded by Commissioner Myers. MOTION carried on a VOTE of 4-0. Commissioner Redlin returned back to meeting.**

**C. Approval 2024 Airport Capital Improvement Plan** – Kent stated, the plan was presented to airport board at December 9<sup>th</sup>; we are required to file plan annually. Andrew is here from EBH if there are questions. Andrew stated, the list is the copy approved in 2023, other than we have grant to purchase SRE, so a building to house equipment moved to number one on list. We increased costs from last year's plan, but there are no new projects. Board approved plan at the meeting. Kent stated, this is FY24, which seems far off but requires time for approval from Federal Government. Mayor Thompson stated, we have been fortunate we have not had to spend much money on the grants recently. **ON A MOTION by Commissioner Showalter to approve the Airport Capital Improvement Plan for FY24 as presented seconded by Commissioner Redlin. MOTION carried on a VOTE of 5-0.**

**D. Approval 2023 Renewal of BCBS Health Insurance** – Jalaa Miller, IMA Account Executive, stated, overall this is a favorable renewal for City of Goodland with a net decrease of .2% due to good utilization over last thirty-six months or a \$1,309 decrease. Administration costs remain flat for second year in a row. Stop loss decreased 5.6% because Blue Cross Blue Shield does not anticipate more than 3 employees exceeding stop loss limit and the self-funding pool is running low. Medical trend is 3.6% increase which is in line with trend of self-funded plans. Dental increase is 24% which is approximately \$700 and trend seeing with increased utilization. In conversations with City, we feel self-insurance reserve is healthy to fund stop loss so recommend

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keeping employee contribution at \$0. Commissioner Showalter stated, thank you to employees to ensure costs stay down. Jalaa stated, you have grandfathered plan and your prescription plan helps keep costs down. You are managing claims very well. Mayor Thompson stated, I am excited this is same plan with slightly lower cost. Jalaa stated, this is one of the best renewals I have seen, not typical of plans this year. **ON A MOTION by** Commissioner Showalter to approve the health insurance plan renewal from Blue Cross Blue Shield as presented by IMA **seconded by** Commissioner Redlin. **MOTION carried on a VOTE of 5-0.**

- E. Tantalus Hosting Services** – Kent stated, we have a situation with our electronic meter reading system that is currently hosted on our local server. We are not allowed to continue in that manner. Mary stated, we have been provided three options to host the system beginning January 2023: **1.** KMEA hosting which appears to be a little more expensive but as more cities utilize the service, our cost with KMEA will decrease. Currently they serve four cities. **2.** Virtual on premise host which will require purchase of hardware because they will not provide updates to system on the server we currently use. **3.** Host in the cloud, which in my experience with my current software there are a lot of hidden costs. Kent stated, system is beneficial to staff to work with customers addressing issues with water and electric. We end up with software that does great things and we rely on it but unable to host on our server. Commissioner Showalter stated, it sounds like KMEA option is better and more comfortable for staff. It may be more now but I feel costs will decrease and it will be more beneficial. Mayor Thompson stated, I agree with Commissioner Showalter, it is more and we have possibility to decrease costs when increase pool. We need to consider future of program. **ON A MOTION by** Commissioner Showalter to direct staff to enter into an agreement with KMEA to host the City of Goodland services for the Tantalus system **seconded by** Vice-Mayor Howard. Mayor Thompson stated, I would like clarification from them on whether we will have a contract or not. **MOTION carried on a VOTE of 5-0.**

**DISCUSSION**

- A. Wallace Hansen: Planning Commission Application** – Wallace stated, I have been in Goodland for thirty three years, same property, really like the community. Kent and Mary asked me to apply to the planning commission. Mayor Thompson stated, looks like you have been on Planning Commission in past. Wallace stated, I believe so, many in this room are my former students. I would be glad to serve on planning commission. Commissioner Showalter stated, I appreciate willingness to serve. Mayor Thompson stated, we currently have three of five members appointed to the board. **ON A MOTION by** Commissioner Redlin to approve the appointment of Wallace Hansen to the Planning Commission **seconded by** Commissioner Myers. **MOTION carried on a VOTE of 5-0.**

**REPORTS**

- A. City Manager - 1.** Manager memo is included in the packet. **2.** City offices are closed December 23<sup>rd</sup> and 26<sup>th</sup>, as well as January 2<sup>nd</sup> for the holidays. **3.** Next Commission meeting will be held January 3<sup>rd</sup> due to New Year holiday. My intentions are to be back that evening but there may be a possibility I may be delayed. **4.** Police monthly report information is included in packet. **5.** We will hold free animal license day at City Hall on January 17<sup>th</sup>. **6.** Employee holiday party is January 14, 2023 at Price Convention Center (Elks) **7.** National Weather Service is responsible for ASOS (automated surface observing system) at the airport that is down. They are waiting on parts to repair the system. It provides information to pilots in bad weather as they start their approach for landing. They are hoping will be delivered next couple weeks. **8.** Staff met with engineer and representative on standpipe in Memory Park. We have been asking for them to address the



standpipe roof and structure for over a year. There are concerns and we are asking for a plan of action. We finally got a response and should have a report soon. **9.** Next meeting we plan to have a follow-up and plan of action to complete more repairs with the sewer system. We utilize a company to clean and provide camera services of our system, they have addressed parts that need attention.

**B. City Commissioners**

**Vice-Mayor Howard – 1.** Merry Christmas and Happy New Year to everyone.

**Commissioner Showalter – 1.** While working on project last week I talked to several department heads that stated the salary plan has assisted to recruit and maintain employees. I need to talk to the rest of them, but glad to hear plan has benefited the city.

**Commissioner Myers - 1.** Stay warm this week and have a good holiday season.

**Commissioner Redlin – 1.** I apologize to the commission and police department for my tone last meeting in my report. I did not mean to have a harsh tone, I just wanted the situation addressed. Mayor Thompson stated, you were passionate about the issue.

**C. Mayor Thompson– 1.** I work the Topside Tipoff tournament last week, thank you to everyone for volunteering. We had a lot of city volunteers. **2.** Merry Christmas, stay safe and warm.

**EXECUTIVE SESSION**

**A. Under the Authority of KSA 75-4319 (b) (1) for Personnel Matters for Nonelected Personnel -** Mayor Thompson made a motion at 5:58 p.m. to recess into executive session under authority of K.S.A.75-4319 (b) (1) for personnel matters for nonelected personnel not to exceed ten minutes. I request only the City Commission be present. Commissioner Showalter seconded the motion. **MOTION carried by a VOTE of 5-0. Meeting resumed at 6:08 p.m.**

**ADJOURNMENT WAS HAD ON A MOTION BY Commissioner Redlin seconded by Vice-Mayor Howard. Motion carried by unanimous VOTE, meeting adjourned at 6:09 p.m. Next meeting is scheduled for January 3, 2023.**

ATTEST:

\_\_\_\_\_  
**Aaron Thompson, Mayor**

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

INVOICE NO	LN	DATE	PO NO	REFERENCE	TRACK		1099	NET	CHECK	PD DATE
					CD	GL ACCOUNT				
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				2652 911 CUSTOM						
51633	1	12/15/22		UTILITY KIT, HVAC BRACKET X 2		36-01-4010		214.00	66081	12/31/22
				911 CUSTOM				214.00		
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				3784 AMAZON CAPITAL SERVICES						
1KNR-MYJC-VVP9	1	12/28/22		3/8" SINGLE STUD BATTERY POSTS		36-01-4010		25.93	66112	12/31/22
				AMAZON CAPITAL SERVICES				25.93		
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				2871 AMERICAN FAMILY LIFE						
PR20221216	1	12/16/22		AFLAC CANCER		11-00-0012	N	51.81	3045655	12/23/22 E
PR20221216	2	12/16/22		AFLAC CANCER		15-00-0012	N	16.02	3045655	12/23/22 E
PR20221216	3	12/16/22		AFLAC ACCIDENT		11-00-0012	N	150.42	3045655	12/23/22 E
PR20221216	4	12/16/22		AFLAC ACCIDENT		15-00-0012	N	116.64	3045655	12/23/22 E
PR20221216	5	12/16/22		AFLAC ACCIDENT		21-00-0012	N	31.26	3045655	12/23/22 E
PR20221216	6	12/16/22		AFLAC DENTAL		15-00-0012	N	34.44	3045655	12/23/22 E
PR20221216	7	12/16/22		AFLAC ST DISB		11-00-0012	N	43.08	3045655	12/23/22 E
PR20221216	8	12/16/22		AFLAC ST DISB		15-00-0012	N	82.92	3045655	12/23/22 E
PR20221216	9	12/16/22		AFLAC ST DISB		21-00-0012	N	35.58	3045655	12/23/22 E
PR20221216	10	12/16/22		AFLAC LIFE RIDR		15-00-0012	N	2.76	3045655	12/23/22 E
PR20221216	11	12/16/22		AFLAC LIFE		11-00-0012	N	23.82	3045655	12/23/22 E
PR20221216	12	12/16/22		AFLAC LIFE		21-00-0012	N	8.95	3045655	12/23/22 E
PR20221216	13	12/16/22		SPEC HLTH EVENT		11-00-0012	N	20.10	3045655	12/23/22 E
PR20221216	14	12/16/22		SPEC HLTH EVENT		23-00-0012	N	13.62	3045655	12/23/22 E
PR20221216	15	12/16/22		AFLAC HOSP CONF		11-00-0012	N	48.78	3045655	12/23/22 E
PR20221216	16	12/16/22		AFLAC HOSP CONF		21-00-0012	N	26.28	3045655	12/23/22 E
				AMERICAN FAMILY LIFE				706.48		
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				1389 AMERICAN FID						
PR20221216	1	12/16/22		AF CANCER AT		11-00-0012	N	28.25	3045652	12/23/22 E
PR20221216	2	12/16/22		AF CANCER AT		15-00-0012	N	21.85	3045652	12/23/22 E
PR20221216	3	12/16/22		AF CANCER AT		21-00-0012	N	9.90	3045652	12/23/22 E
PR20221216	4	12/16/22		AMER FID CANCER		11-00-0012	N	124.84	3045652	12/23/22 E
PR20221216	5	12/16/22		AMER FID CANCER		15-00-0012	N	137.85	3045652	12/23/22 E
PR20221216	6	12/16/22		AMER FID CANCER		21-00-0012	N	26.95	3045652	12/23/22 E
PR20221216	7	12/16/22		AMER FID LIFE		11-00-0012	N	154.79	3045652	12/23/22 E
PR20221216	8	12/16/22		AMER FID LIFE		15-00-0012	N	229.78	3045652	12/23/22 E
PR20221216	9	12/16/22		AMER FID LIFE		21-00-0012	N	91.75	3045652	12/23/22 E
PR20221216	10	12/16/22		AM FID ACCIDENT		11-00-0012	N	72.25	3045652	12/23/22 E
PR20221216	11	12/16/22		AM FID ACCIDENT		15-00-0012	N	78.95	3045652	12/23/22 E
PR20221216	12	12/16/22		AM FID HOSPITAL		15-00-0012	N	26.99	3045652	12/23/22 E
PR20221216	13	12/16/22		AM FID HOSPITAL		21-00-0012	N	15.93	3045652	12/23/22 E
PR20221216	14	12/16/22		AM FD DISABILTY		11-00-0012	N	54.58	3045652	12/23/22 E
PR20221216	15	12/16/22		AF CRITICAL CR		11-00-0012	N	16.26	3045652	12/23/22 E
PR20221216	16	12/16/22		AF CRITICAL CR		15-00-0012	N	8.77	3045652	12/23/22 E
				AMERICAN FID				1099.69		
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				1390 AMERICAN FIDELITY						
PR20221216	1	12/16/22		AF MED REIMBURS		11-00-0012	N	225.00	3045653	12/23/22 E
PR20221216	2	12/16/22		AF MED REIMBURS		15-00-0012	N	226.89	3045653	12/23/22 E
PR20221216	3	12/16/22		AF MED REIMBURS		21-00-0012	N	114.58	3045653	12/23/22 E

INVOICE NO	LN	DATE	PO NO	REFERENCE	TRACK		1099	NET	CHECK	PD DATE
					CD	GL ACCOUNT				
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				1390 AMERICAN FIDELITY						
				AMERICAN FIDELITY				566.47		
				56 BARCO MUNICIPAL PRODUCTS,						
IN-245295	1	12/16/22		SNOW FENCE, SOLAR LIGHT LENS	11-11-3120			1221.99	66113	12/31/22
				BARCO MUNICIPAL PRODUCTS,				1221.99		
				3725 BARDAVON HEALTH INNOVATIO						
INV-0000832	1	12/14/22		POET/FIT FOR DUTY YARBROUGH	23-41-2140			175.00	66114	12/31/22
				BARDAVON HEALTH INNOVATIO				175.00		
				374 BLACK HILLS ENERGY						
GEN22-600	1	12/20/22		GAS CHARGES	11-03-2100			1551.00	66115	12/31/22
GEN22-602	1	12/19/22		GAS CHARGES	11-19-2100			476.15	66115	12/31/22
GEN22-603	1	12/27/22		GAS CHARGES	15-40-2090			207.45	66115	12/31/22
				BLACK HILLS ENERGY				2234.60		
				674 CITY OF GOODLAND, CASHIER						
GEN22-605	1	12/27/22		PD POSTAGE	11-03-3130			12.15	66116	12/31/22
				CITY OF GOODLAND, CASHIER				12.15		
				1880 CITY OF GOODLAND-REFUND A						
GEN22-606	1	12/29/22		ELECTRIC DEPOSIT REFUND	20-01-5060			1050.00	66088	12/31/22
GEN22-606	2	12/29/22		WATER DEPOSIT REFUND	22-01-5070			700.00	66088	12/31/22
				CITY OF GOODLAND-REFUND A				1750.00		
				891 DAN BRENNER FORD-MERCURY,						
34325	1	12/19/22		GASKETS/#6	11-15-3170			9.34	66089	12/31/22
				DAN BRENNER FORD-MERCURY,				9.34		
				3720 DCF-LIEAP						
GEN22-604	1	12/14/22		OVERPAYMENT/TED BRIGHAM	15-44-3180			1772.72	66090	12/31/22
				DCF-LIEAP				1772.72		
				211 FARM PLAN						
2249892	1	11/22/22		TOP MOUNT BATTERY 30AMP	23-41-3060			139.99	66091	12/31/22
2252257	1	11/30/22		ADAPTER FITTING/METRIC MALE	11-11-3060			46.77	66091	12/31/22
				FARM PLAN				186.76		
				205 FRONTIER AG						
031287	1	12/23/22		POSTAGE	21-40-3130			22.23	66092	12/31/22
031296	1	12/23/22		POSTAGE	21-40-3130			13.16	66092	12/31/22
110345	1	12/20/22		LEFT REAR TIRE REPAIR/#2	11-03-3170			18.90	66092	12/31/22
245-204256	1	11/10/22		BULK OIL/15W40,HTB,5W30	11-11-3170			2678.59	66092	12/31/22
31293	1	12/23/22		POSTAGE	21-40-3130			13.13	66092	12/31/22

INVOICE NO	LN	DATE	PO NO	REFERENCE	TRACK		1099	NET	CHECK	PD DATE
					CD	GL ACCOUNT				
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205 FRONTIER AG										
GEN22-610	1	12/29/22		POSTAGE		23-41-3130		17.79	66092	12/31/22
								-----		
								2763.80		
3100 GRAINGER										
9506007740	1	11/08/22	20046	5/16" CLAMP PACK OF 50		15-42-3050		50.92	66093	12/31/22
								-----		
								50.92		
391 HOOVER LUMBER										
312811	1	11/08/22		COVER BOX 4-11/16"		11-11-3030		2.15	66094	12/31/22
313798	1	11/28/22		CONCRETE MIX/SCCD FENCE		15-42-3120		49.52	66094	12/31/22
313995	1	12/01/22		CONCRETE MIX/SIMON STONE		11-15-3120		63.00	66094	12/31/22
314031	1	12/02/22		CONCRETE/SCHOOL HOUSE SIDEWALK		11-17-3030		25.20	66094	12/31/22
314154	1	12/05/22		PLYWOOD,BOARDS/SCCD FENCE		15-42-3120	N	265.00	66094	12/31/22
314324	1	12/08/22		CORNER & END BRACKET/SCCD FENC		15-42-3120		141.08	66094	12/31/22
314947	1	12/20/22		CEMETERY PAINT/VANDALISM		05-01-4050	N	50.99	66094	12/31/22
315207	1	12/27/22		SNOW FENCE		11-11-3120		79.98	66094	12/31/22
404782	1	12/21/22		CEMETERY PAINT/SUPPLY VANDALIS		05-01-4050	N	248.26	66094	12/31/22
								-----		
								925.18		
663 JD FINANCIAL-ORSCHELN										
017417	1	11/19/22		WORK SHIRTS/KRAYCA		11-15-3160		65.38	66095	12/31/22
017877	1	11/23/22		JEANS/KRAYCA		11-15-3160		17.27	66095	12/31/22
023404	1	11/19/22		CREDIT		11-15-3160		5.40-	66095	12/31/22
026371	1	12/24/22		DOG FOOD		11-03-3250		53.99	66095	12/31/22
								-----		
								131.24		
1072 KANSAS PAYMENT CENTER										
PR20221216	1	12/16/22		INCOME WITHOLD		11-00-0012	N	156.46	3045651	12/23/22 E
								-----		
								156.46		
523 KS PUBLIC EMP. RETIREMENT										
PR20221216	1	12/16/22		KPERS		11-00-0012	N	2206.41	3045650	12/23/22 E
PR20221216	2	12/16/22		KPERS		15-00-0012	N	1894.69	3045650	12/23/22 E
PR20221216	3	12/16/22		KPERS		21-00-0012	N	366.07	3045650	12/23/22 E
PR20221216	4	12/16/22		KPERS		23-00-0012	N	261.46	3045650	12/23/22 E
PR20221216	5	12/16/22		KPERS II		11-00-0012	N	1586.85	3045650	12/23/22 E
PR20221216	6	12/16/22		KPERS II		15-00-0012	N	1262.04	3045650	12/23/22 E
PR20221216	7	12/16/22		KPERS II		21-00-0012	N	86.24	3045650	12/23/22 E
PR20221216	8	12/16/22		KPERS II		23-00-0012	N	86.24	3045650	12/23/22 E
PR20221216	9	12/16/22		KPERS III		11-00-0012	N	3750.37	3045650	12/23/22 E
PR20221216	10	12/16/22		KPERS III		15-00-0012	N	1312.78	3045650	12/23/22 E
PR20221216	11	12/16/22		KPERS III		21-00-0012	N	640.51	3045650	12/23/22 E
PR20221216	12	12/16/22		KPERS III		23-00-0012	N	210.69	3045650	12/23/22 E
PR20221216	13	12/16/22		KPERS D&D		11-00-0012	N	506.28	3045650	12/23/22 E
PR20221216	14	12/16/22		KPERS D&D		15-00-0012	N	299.95	3045650	12/23/22 E
PR20221216	15	12/16/22		KPERS D&D		21-00-0012	N	73.35	3045650	12/23/22 E
PR20221216	16	12/16/22		KPERS D&D		23-00-0012	N	37.48	3045650	12/23/22 E
								-----		

INVOICE NO	LN	DATE	PO NO	REFERENCE	TRACK		1099	NET	CHECK	PD DATE
					CD	GL ACCOUNT				
				KS PUBLIC EMP. RETIREMENT				14581.41		
				301 LEAGUE OF KS. MUNICIPALIT						
5376	1	11/01/22		BROWN/KACM CONFERENCE GUEST		11-02-2170		50.00	66096	12/31/22
				LEAGUE OF KS. MUNICIPALIT				50.00		
				2689 LOBO PRODUCTIONS						
GEN22-539	1	8/10/22		FLOW METER DEPOSIT		22-01-5100		750.00	66097	12/31/22
GEN22-539	2	8/10/22		FLOW METER INTEREST		21-42-2350		.62	66097	12/31/22
				LOBO PRODUCTIONS				750.62		
				2104 NATIONWIDE TRUST CO. FSB						
PR20221216	1	12/16/22		NATIONWIDE TRST		11-00-0012	N	325.00	3045654	12/23/22 E
PR20221216	2	12/16/22		NATIONWIDE TRST		15-00-0012	N	265.00	3045654	12/23/22 E
				NATIONWIDE TRUST CO. FSB				590.00		
				3502 O'REILLY AUTO PARTS						
5617-216135	1	12/19/22		MANIFOLD SET/PARKS #6		11-15-3170		30.19	66098	12/31/22
5617-216463	1	12/27/22		OIL CAP/#3		11-11-3060		9.95	66098	12/31/22
				O'REILLY AUTO PARTS				40.14		
				1903 PACE ANALYTICAL						
2260170815	1	12/04/22		WATER ANALYSIS		21-40-2070		107.51	66099	12/31/22
				PACE ANALYTICAL				107.51		
				3759 PRAIRIESPRINGS HOSPITALIT						
GEN22-607	1	12/31/22		REIMBURSE SALES TAX		28-01-2040		7317.49	66100	12/31/22
				PRAIRIESPRINGS HOSPITALIT				7317.49		
				1683 PRINCIPAL MUTUAL LIFE INS						
PR20221216	1	12/16/22		PRIN. MUTUAL		11-00-0012	N	101.91	66079	12/23/22
PR20221216	2	12/16/22		PRIN. MUTUAL		15-00-0012	N	262.20	66079	12/23/22
				PRINCIPAL MUTUAL LIFE INS				364.11		
				262 ROCKING M MEDIA						
31394-1	1	11/20/22		HOLIDAY GREETING/MUSEUM		11-17-2130		220.00	66101	12/31/22
				ROCKING M MEDIA				220.00		
				2138 S & M REPAIR LLC						
11929	1	5/03/22		CHEVY IMPALA		19-01-2200		125.00	66102	12/31/22
13349	1	12/05/22		CAR IMPOUND/98 ASTRO VAN		11-03-3120		125.00	66102	12/31/22
				S & M REPAIR LLC				250.00		
				427 SHORES NAPA						
263239	1	11/28/22		DISPOSABLE GLOVES		23-41-3120		42.14	66104	12/31/22

INVOICE NO	LN	DATE	PO NO	REFERENCE	TRACK		1099	NET	CHECK	PD DATE
					CD	GL ACCOUNT				
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427 SHORES NAPA										
263359	1	11/29/22		OIL/AIR FILTER		11-06-3170		21.22	66104	12/31/22
263361	1	11/29/22		FUEL CAP/PARKS #6		11-15-3170		18.40	66104	12/31/22
263452	1	11/30/22		ELECTRICAL BOX X2/CHRISTMASLGT		36-01-4030		111.37	66104	12/31/22
263460	1	11/30/22		CHRISTMAS LIGHTS		36-01-4030		399.13	66104	12/31/22
263476	1	11/30/22		SCREWS/CHRISTMAS LIGHTS		36-01-4030		30.51	66104	12/31/22
263492	1	11/30/22		BOLTS & BITS/CHRISTMAS LIGHTS		36-01-4030		67.73	66104	12/31/22
263526	1	12/01/22		OIL/AIR FILTERS #1		11-11-3060		94.96	66104	12/31/22
263636	1	12/01/22		KEY MADE		21-40-3120		2.99	66104	12/31/22
263759	1	12/05/22		ANTIFREEZE/OIL FILTER #18		11-11-3170		172.40	66104	12/31/22
263763	1	12/05/22		RADIATOR HOSE/#18		11-11-3170		39.28	66104	12/31/22
263767	1	12/05/22		COOLANT CONNECTOR/#18		11-11-3170		7.39	66104	12/31/22
263789	1	12/05/22		BOX COVER/CHRISTMAS LIGHTS		36-01-4030		21.75	66104	12/31/22
263801	1	12/05/22		OIL/AIR FILTER WIPER BLADES/68		11-09-3170		35.48	66104	12/31/22
263825	1	12/05/22		WIRE/CHRISTMAS LIGHTS		36-01-4030		814.78	66104	12/31/22
264218	1	12/09/22		BRACKETS/SCCD FENCE		15-42-3120		41.13	66104	12/31/22
264222	1	12/09/22		OIL/AIR FILTERS PD #3		11-03-3170		57.05	66104	12/31/22
264563	1	12/13/22		OIL FILTERS/WATER PICKUPS		21-42-3170		8.00	66104	12/31/22
264563	2	12/13/22		GATE HARDWARE/SCCD FENCE		15-42-3120		18.52	66104	12/31/22
264563	3	12/13/22		SCRAPPER/CITY MANAGER CAR		11-02-3170		3.29	66104	12/31/22
264798	1	12/15/22		LOOM, NUTS, BOLTS		11-03-4020		19.72	66104	12/31/22
265029	1	12/19/22		SPARK PLUGS, PLUG COIL/BOOT/#6		11-15-3170		144.65	66104	12/31/22
265699	1	12/27/22		BRAKE HOSE/PARKS #57		11-15-3170		33.67	66104	12/31/22
								-----		
SHORES NAPA								2205.56		
2159 TRIPLETT INC										
GEN22-608	1	12/31/22		SALES TAX REIMBURSEMENT		28-01-2060		5208.02	66105	12/31/22
								-----		
TRIPLETT INC								5208.02		
972 UNIFIRST CORPORATION										
19300023579	1	12/12/22		UNIFORMS		21-40-3160		18.46	66106	12/31/22
19300023579	2	12/12/22		UNIFORMS		23-41-3160		18.46	66106	12/31/22
19300023579	3	12/12/22		UNIFORMS		21-42-3160		26.18	66106	12/31/22
1930022699	1	12/05/22		UNIFORMS		21-40-3160		19.56	66106	12/31/22
1930022699	2	12/05/22		UNIFORMS		23-41-3160		18.46	66106	12/31/22
1930022699	3	12/05/22		UNIFORMS		21-42-3160		26.18	66106	12/31/22
1930024658	1	12/19/22		UNIFORMS		21-40-3160		18.46	66106	12/31/22
1930024658	2	12/19/22		UNIFORMS		23-41-3160		18.46	66106	12/31/22
1930024658	3	12/19/22		UNIFORMS		21-42-3160		26.18	66106	12/31/22
1930025594	1	12/26/22		UNIFORMS		21-40-3160		18.46	66106	12/31/22
1930025594	2	12/26/22		UNIFORMS		23-41-3160		18.46	66106	12/31/22
1930025594	3	12/26/22		UNIFORMS		21-42-3160		26.18	66106	12/31/22
								-----		
UNIFIRST CORPORATION								253.50		
2784 USD # 352										
GEN22-609	1	12/29/22		SCHOOL TAX		11-02-2050		29125.44	66107	12/31/22
								-----		
USD # 352								29125.44		
3313 VISA										
GEN22-611	1	12/14/22		LANTERNS/CHRISTMAS PARTY		11-02-3120		624.45	66108	12/31/22

INVOICE NO	LN	DATE	PO NO	REFERENCE	TRACK		1099	NET	CHECK	PD DATE
					CD	GL ACCOUNT				
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3313 VISA										
GEN22-612	1	12/31/22		BACKGROUND CHECK/BECVAR		15-40-2140		20.00	66108	12/31/22
GEN22-613	1	12/04/22		FUEL		11-03-2190		31.45	66108	12/31/22
GEN22-614	1	12/31/22		FUEL/JOHNSON KLETC		11-03-2190		57.56	66108	12/31/22
GEN22-614	2	12/31/22		MEAL/JOHNSON KLETC		11-03-2190		13.15	66108	12/31/22
GEN22-614	3	12/31/22		FUEL/JOHNSON KLETC		11-03-2190		64.34	66108	12/31/22
GEN22-614	4	12/31/22		MEAL/JOHNSON KLETC		11-03-2190		13.04	66108	12/31/22
GEN22-614	5	12/31/22		FUEL/JOHNSON KLETC		11-03-2190		64.77	66108	12/31/22
GEN22-614	6	12/31/22		MEAL/JOHNSON KLETC		11-03-2190		17.16	66108	12/31/22
GEN22-614	7	12/31/22		FUEL/JOHNSON KLETC		11-03-2190		63.46	66108	12/31/22
GEN22-614	8	12/31/22		MEAL/JOHNSON KLETC		11-03-2190		12.06	66108	12/31/22
								-----		
VISA								981.44		
2895 VISION CARE DIRECT ADM.										
PR20221216	1	12/16/22		VISION CARE DIR		11-00-0012	N	81.20	66080	12/23/22
PR20221216	2	12/16/22		VISION CARE DIR		15-00-0012	N	117.97	66080	12/23/22
								-----		
VISION CARE DIRECT ADM.								199.17		
640 WAL*MART										
03287	1	11/21/22		PAPER TOWELS & OFFICE SUPPLIES		15-40-3120		128.08	66109	12/31/22
04055	1	11/23/22		PENS & COLORED PENCILS		23-41-3120		2.68	66109	12/31/22
07404	1	12/17/22		SHOP WITH A COP/CHRISTMAS		38-01-4010		53.05	66109	12/31/22
								-----		
WAL*MART								183.81		
								-----		
***** REPORT TOTAL *****								76430.95		

JRNL ID/ ACCOUNT NUMBER	OTHER NUMBER/ ACCOUNT TITLE	OTHER REFERENCE/ REFERENCE	DEBIT	CREDIT	BANK #
PAYROLL					
11-00-0011	GENERAL EMP TAX A/P	SS/MED EMPE GEN	4,481.68		
11-00-0001	GENERAL OPERATING CASH	SS/MED EMPE GEN		4,481.68	1
15-00-0011	ELECTRIC EMP TAX A/P	SS/MED EMPE ELE	2,473.49		
15-00-0001	ELECTRIC CASH	SS/MED EMPE ELE		2,473.49	1
21-00-0011	WATER EMP TAX A/P	SS/MED EMPE WAT	587.60		
21-00-0001	WATER CASH	SS/MED EMPE WAT		587.60	1
23-00-0011	SEWER EMP TAX A/P	SS/MED EMPE SEW	308.00		
23-00-0001	SEWER CASH	SS/MED EMPE SEW		308.00	1
11-00-0011	GENERAL EMP TAX A/P	SS/MED EMPE GEN	4,481.68		
11-00-0001	GENERAL OPERATING CASH	SS/MED EMPE GEN		4,481.68	1
15-00-0011	ELECTRIC EMP TAX A/P	SS/MED EMPE ELE	2,473.49		
15-00-0001	ELECTRIC CASH	SS/MED EMPE ELE		2,473.49	1
21-00-0011	WATER EMP TAX A/P	SS/MED EMPE WAT	587.60		
21-00-0001	WATER CASH	SS/MED EMPE WAT		587.60	1
23-00-0011	SEWER EMP TAX A/P	SS/MED EMPE SEW	308.00		
23-00-0001	SEWER CASH	SS/MED EMPE SEW		308.00	1
11-00-0011	GENERAL EMP TAX A/P	FED TAX GEN	4,243.94		
11-00-0001	GENERAL OPERATING CASH	FED TAX GEN		4,243.94	1
15-00-0011	ELECTRIC EMP TAX A/P	FED TAX ELE	2,005.99		
15-00-0001	ELECTRIC CASH	FED TAX ELE		2,005.99	1
21-00-0011	WATER EMP TAX A/P	FED TAX WAT	517.03		
21-00-0001	WATER CASH	FED TAX WAT		517.03	1
23-00-0011	SEWER EMP TAX A/P	FED TAX SEW	123.76		
23-00-0001	SEWER CASH	FED TAX SEW		123.76	1
11-00-0011	GENERAL EMP TAX A/P	STATE TAX GEN	2,075.34		
11-00-0001	GENERAL OPERATING CASH	STATE TAX GEN		2,075.34	1
15-00-0011	ELECTRIC EMP TAX A/P	STATE TAX ELE	1,187.87		
15-00-0001	ELECTRIC CASH	STATE TAX ELE		1,187.87	1
21-00-0011	WATER EMP TAX A/P	STATE TAX WAT	287.79		
21-00-0001	WATER CASH	STATE TAX WAT		287.79	1
23-00-0011	SEWER EMP TAX A/P	STATE TAX SEW	123.88		
23-00-0001	SEWER CASH	STATE TAX SEW		123.88	1
07-01-5030	SELF INSUR BCBS STOP LOSS PYMT	STOP LOSS 12/20	32,091.90		
07-00-0001	SELF INSUR CASH	STOP LOSS 12/20		32,091.90	1
07-01-5030	SELF INSUR BCBS STOP LOSS PYMT	STOP LOSS 12/27	6,569.85		
07-00-0001	SELF INSUR CASH	STOP LOSS 12/27		6,569.85	1
15-44-3130	ELEC COMM & GEN POSTAGE	POSTAGE	2,000.00		
15-00-0001	ELECTRIC CASH	POSTAGE		2,000.00	1
15-40-1050	ELEC. PROD. INSURANCE	UNEMP ELPR	53.38		
15-00-0001	ELECTRIC CASH	UNEMP ELPR		53.38	1
15-42-1050	ELEC. DIST. INSURANCE	UNEMP ELDI	83.62		
15-00-0001	ELECTRIC CASH	UNEMP ELDI		83.62	1
15-44-1050	ELEC. COMM & GEN INSURANCE	UNEMP ELCG	38.76		
15-00-0001	ELECTRIC CASH	UNEMP ELCG		38.76	1
21-40-1050	WATER PROD. INSURANCE	UNEMP WAPR	17.41		
21-00-0001	WATER CASH	UNEMP WAPR		17.41	1
21-42-1050	WATER DIST. INSURANCE	UNEMP WADI	28.94		
21-00-0001	WATER CASH	UNEMP WADI		28.94	1
23-41-1050	SEWER TREATMENT INSURANCE	UNEMP SETR	7.67		
23-00-0001	SEWER CASH	UNEMP SETR		7.67	1
23-43-1050	SEWER COLL. INSURANCE	UNEMP SECO	5.60		



JRNL ID/ ACCOUNT NUMBER	OTHER NUMBER/ ACCOUNT TITLE	OTHER REFERENCE/ REFERENCE	DEBIT	CREDIT	BANK #
23-00-0001	SEWER CASH	UNEMP SECO		5.60	1
45-01-5040	EMP BENEFIT REMIT TO UNEMP INS	UNEMP GEN	308.79		
45-00-0001	EMP BENEFITS CASH	UNEMP GEN		308.79	1
15-44-2140	ELEC. COMM & GEN PROF. SERV.	CC NOV ADJ	137.97		
15-00-0001	ELECTRIC CASH	CC NOV ADJ		137.97	1
Journal Total :			67,611.03	67,611.03	
Sub Total			67,611.03	67,611.03	
** Report Total **			67,611.03	67,611.03	

FUND	NAME	DEBITS	CREDITS
07	SELF INSURANCE	38,661.75	38,661.75
11	GENERAL	15,282.64	15,282.64
15	ELECTRIC UTILITY	10,454.57	10,454.57
21	WATER UTILITY	2,026.37	2,026.37
23	SEWER UTILITY	876.91	876.91
45	EMPLOYEE BENEFIT	308.79	308.79
TOTALS		67,611.03	67,611.03

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

ACCOUNT NUMBER	ACCOUNT TITLE	DEBITS	CREDITS	NET
07-00-0001	SELF INSUR CASH	.00	38,661.75	38,661.75-
07-01-5030	SELF INSUR BCBS STOP LOSS PYMT	38,661.75	.00	38,661.75
11-00-0001	GENERAL OPERATING CASH	.00	15,282.64	15,282.64-
11-00-0011	GENERAL EMP TAX A/P	15,282.64	.00	15,282.64
15-00-0001	ELECTRIC CASH	.00	10,454.57	10,454.57-
15-00-0011	ELECTRIC EMP TAX A/P	8,140.84	.00	8,140.84
15-40-1050	ELEC. PROD. INSURANCE	53.38	.00	53.38
15-42-1050	ELEC. DIST. INSURANCE	83.62	.00	83.62
15-44-1050	ELEC. COMM & GEN INSURANCE	38.76	.00	38.76
15-44-2140	ELEC. COMM & GEN PROF. SERV.	137.97	.00	137.97
15-44-3130	ELEC COMM & GEN POSTAGE	2,000.00	.00	2,000.00
21-00-0001	WATER CASH	.00	2,026.37	2,026.37-
21-00-0011	WATER EMP TAX A/P	1,980.02	.00	1,980.02
21-40-1050	WATER PROD. INSURANCE	17.41	.00	17.41
21-42-1050	WATER DIST. INSURANCE	28.94	.00	28.94
23-00-0001	SEWER CASH	.00	876.91	876.91-
23-00-0011	SEWER EMP TAX A/P	863.64	.00	863.64
23-41-1050	SEWER TREATMENT INSURANCE	7.67	.00	7.67
23-43-1050	SEWER COLL. INSURANCE	5.60	.00	5.60
45-00-0001	EMP BENEFITS CASH	.00	308.79	308.79-
45-01-5040	EMP BENEFIT REMIT TO UNEMP INS	308.79	.00	308.79
TRANSACTION TOTALS		67,611.03	67,611.03	.00

# PAYROLL REGISTER

ORDINANCE #2023-P01

12/23/2022

<u>DEPARTMENT</u>	<u>GROSS PAY</u>
GENERAL	57,013.12
ELECTRIC	31,791.51
WATER	7,681.73
SEWER	3,979.23
TOTAL	<u>100,465.59</u>

PASSED AND SIGNED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022

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

\_\_\_\_\_  
MAYOR



**AGENDA ITEM**  
**CITY COMMISSION COMMUNICATION FORM**

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**FROM: Kent Brown, City Manager**

**DATE: 01/03/2023**

**ITEM: Ordinance 1763 – Solid Waste Collection Fee Increase**

**NEXT STEP:** Review proposed ordinances

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ORDINANCE  
 MOTION  
 INFORMATION

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**I. REQUEST OR ISSUE:**

Ordinance 1763- AN ORDINANCE FOR SOLID WASTE COLLECTION FEES OF THE CODE OF THE CITY OF GOODLAND, KANSAS, AMENDING SECTIONS 7-113 and 7-114 OF THE CODE OF THE CITY OF GOODLAND.

**II. RECOMMENDED ACTION / NEXT STEP:**

**Recommendation:** Staff is recommending the Commission approve this Ordinance.

**III. FISCAL IMPACTS:** The ordinance will create additional revenues and expenditures for the 2023 budget. However, there will be little net effect on the fund balance.

**IV. BACKGROUND INFORMATION:**

This ordinance will make the necessary changes in the city code that will match the changes approved in the amendment to the agreement with In the Can, LLC that were approved at the December 19, 2022 City Commission meeting.

**V. LEGAL ISSUES:**

City Attorney Jake Kling has reviewed the documents and approves of them.

**VI. CONFLICTS OR ENVIRONMENTAL ISSUES:**

None.

**VII. SUMMARY AND ALTERNATIVES:**

Commission may take one of the following actions:

1. Motion to Approve the ordinance.
2. Motion to Deny the ordinance.
3. Give staff direction to further revise ordinance before placing it on the agenda for approval at a future commission meeting.

**ORDINANCE NO. 1763**

**AN ORDINANCE FOR SOLID WASTE COLLECTION FEES OF THE CODE OF THE CITY OF GOODLAND, KANSAS, AMENDING SECTIONS 7-113 and 7-114 OF THE CODE OF THE CITY OF GOODLAND.**

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

**SECTION 1.** The following provisions of Section 7-113 and 7-114 of the Code of the City of Goodland, Kansas, are hereby amended to read as follows:

**Sec. 7-113. – Residential refuse collection service fees.**

- (a) All residential refuse customers within the City of Goodland shall be charged a base rate for the collection of refuse in the amount of \$19.50 per month. The base rate includes one collection of refuse each week.
- (b) All rural residential refuse customers shall be charged a base rate for the collection of refuse in the amount of \$22.00 per month. The base rate includes one collection of refuse and the tipping fee for such collection, each week.

**Sec. 7-114. – Commercial refuse collection service fees.**

- (a) All commercial refuse customers within the City of Goodland shall be charged a base rate for the collection of refuse in the amount of \$30.00 per month. The base rate includes one collection of refuse each week.
- (b) Additional containers. Any Commercial customer may request additional containers for refuse. Each additional container shall be charged and billed by the contractor at the rate of \$28.00 per month. This rate for the additional containers includes one collection of refuse each week.

**SECTION 2.** Sections 7-113 and 7-114 of the Code of the City of Goodland are hereby amended.

**SECTION 3.** This Ordinance shall take effect and be in full force from and after March 1, 2023.

**PASSED AND APPROVED** this \_\_\_\_ day of January, 2023, by the Governing Body of the City of Goodland, Kansas.

\_\_\_\_\_  
Aaron Thompson, Mayor

ATTEST:

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



**AGENDA ITEM #**  
**CITY COMMISSION COMMUNICATION FORM**

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**FROM: Kent Brown, City Manager**

**DATE: 01/03/2023**

**ITEM: Welcome Center Lease Extension**

**NEXT STEP: Council Motion**

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ORDINANCE  
 MOTION  
 INFORMATION

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**I. REQUEST OR ISSUE:**

Attached is a copy of the Welcome Center lease for renewal. The current lease period ends December 31, 2022 and shall automatically renew for another year term.

**II. RECOMMENDED ACTION / NEXT STEP:**

Staff is seeking to approve the addition one year lease extension.

**III. FISCAL IMPACTS:**

The LESSEE shall pay rent to the LESSOR in the amount of \$1.00 per year for the term of this lease agreement, which is unchanged from previous years.

**IV. BACKGROUND INFORMATION:**

The previous contract commenced on January 1, 2022 and ends December 31, 2022 with automatic annual renewals under the same terms of this agreement, unless otherwise agreed upon by both parties in writing.

**V. LEGAL ISSUE**

None

**VI. CONFLICTS OR ENVIRONMENTAL ISSUES:**

None.

**VII. SUMMARY AND ALTERNATIVES:**

Council 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.

**WELCOME CENTER LEASE  
CITY OF GOODLAND, KANSAS**

This lease, made and entered into shall be effective as of the 3<sup>rd</sup> day of January, 2022, between the City of Goodland, Kansas, a Municipal Corporation, hereinafter referred to as **LESSOR**, and Sherman County Community Development, Goodland, Kansas, hereinafter referred to as **LESSEE**.

**WHEREAS**, the **LESSOR** now owns the Goodland Welcome Center, located at 524 E. Hwy 24, Goodland, Kansas 67735; and

**WHEREAS**, the **LESSEE** has requested that the **LESSOR** lease to it the Goodland Welcome Center for the purpose of promoting and facilitating community economic development efforts; and

**WHEREAS**, the **LESSOR** finds that it would be to the best interest of the community to lease said property to **LESSEE** for the purpose above stated.

**NOW, THEREFORE**, in consideration of the covenants hereinafter set out the parties agree as follows:

The **LESSOR** hereby leases to the above named **LESSEE** the Goodland Welcome Center, located at 524 E. Hwy. 24, Goodland, Kansas 67735.

**RENTAL RATE AND TERM**

This lease agreement shall be for one year with automatic annual renewals under the same terms of this agreement, unless otherwise agreed upon by both parties in writing.

The **LESSEE** shall pay rent to the **LESSOR** in the amount of \$1.00 per year for the term of this lease agreement and continue each year the lease remains in effect. The yearly rental shall begin on the 1<sup>st</sup> day of January, 2022, and be due to be paid to **LESSOR** by January 1 of each year this lease remains in effect.

**LESSEE** shall not have the right to sublease any of the property herein without the prior written approval of **LESSOR**.

**LESSEE** further agrees to the following covenants:

**UTILITIES**

**LESSOR** agrees that **LESSEE** shall not be charged for or pay city utilities, specifically being electricity, water, sewer and solid waste. It shall be the sole responsibility of the **LESSEE** to pay for any other utilities used or consumed by the **LESSEE**, including those provided by Black Hills Energy.



### **BUILDING MAINTINANCE AND IMPROVEMENTS**

**LESSOR** shall be responsible for all general maintenance of the Welcome Center's interior and fixtures on the leased premises at the time of entering into this lease agreement. **LESSOR** shall be responsible for all exterior maintenance.

**LESSEE** shall not make any structural or cosmetic changes to the leased premises without prior approval by **LESSOR**.

At the end of the Lease period, as hereinbefore set out, the said **LESSEE** shall have the right to remove all improvements placed upon the premises by **LESSEE**, and in the event of such removal, **LESSEE** agrees and covenants that it will replace the premises in a like condition as when the premises were taken.

**LESSEE** agrees to admit the City Building Inspector and /or Fire Chief during reasonable hours of operation and to comply with City fire regulations and other reasonable safety regulations.

### **STRICT COMPLIANCE WITH LAWS**

**LESSEE** agrees to observe and obey, during the term of this lease agreement, any and all laws, ordinances, rules and regulations which have been or may be enacted or promulgated by the United States, State of Kansas, City of Goodland, the Goodland City manager, or any other governmental agency or entity having jurisdiction over the Goodland Welcome Center.

### **INSURANCE**

**LESSEE** may purchase at its own and sole expense and maintain during the term of this agreement and at all times that it is in possession of or has control over any part of **LESSOR'S** premises, an insurance policy to cover **LESSEE'S** personal property, supplies, inventory and contents in the event of loss or damage to the property.

### **TERMINATION AND BREACH**

**LESSEE** shall have the right to terminate this lease agreement by providing **LESSOR** with thirty (30) days written notice of the intent to terminate.

**LESSOR** shall have the right to terminate this lease in the event of any breach of this lease agreement and its terms by providing **LESSEE** with notice of the breach, in writing, and allowing **LESSEE** fifteen (15) days to correct said breach. If **LESSEE** fails to correct the breach within the fifteen (15) days, then **LESSOR** shall have the right to terminate this lease agreement within fifteen (15) days following the failure to correct said breach.

All written correspondence and notices shall be sent to the parties as follows:



LESSOR:

**City of Goodland**

Attn: Kent Brown  
204 W. 11<sup>th</sup> Street  
Goodland, KS 67735

LESSEE:

**Sherman County Community  
Development**

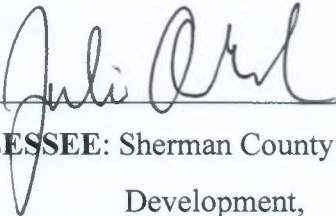
Attn: President of the Board  
524 E. Hwy 24  
Goodland, KS 67735

MISCELLANEOUS

**LESSEE** shall have the rights and possession of all promotional production located at the Goodland Welcome Center. No personal property shall be stored outside the buildings located on the real property, which is the subject matter of this lease.


3<sup>rd</sup> ADOPTED BY THE GOVERNING BODY AND APPROVED BY THE MAYOR this day of January, 2022.

ATTEST:

  
\_\_\_\_\_

**LESSEE:** Sherman County Community  
Development,

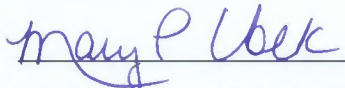
By: Julica Oharah, Executive Director

  
\_\_\_\_\_

**LESSOR:** City of Goodland

Aaron Thompson, Mayor

ATTEST:

  
\_\_\_\_\_

Mary P. Volk, City Clerk





**City of Goodland**  
204 W 11<sup>th</sup>  
P.O. Box 59  
Goodland, Kansas 67735

Phone: 785-890-4512  
Fax: 785-890-4532  
[goodlandks.gov](http://goodlandks.gov)

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December 20, 2022

Sherman County Community Development  
Attn: President of the Board  
524 E. Hwy 24  
Goodland, KS 67735

Julica:

The City Commission would like to offer you the ability to continue the Welcome Center Lease for one additional year term as per the agreement. This will extend the lease until December 31, 2023.

We appreciate the service you provide to the City of Goodland.

Sincerely,

Aaron Thompson,  
Mayor, City of Goodland





**AGENDA ITEM #**  
CITY COMMISSION COMMUNICATION FORM

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**FROM:** Mary Volk, City Clerk

**DATE:** December 28, 2022

**ITEM:** Nemecheck Farms Lease Agreement

**NEXT STEP:**

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ORDINANCE  
 MOTION  
 INFORMATION

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**I. REQUEST OR ISSUE:**

Melvin and Shannon Nemechek have farmed the City's farmland at the airport for several years. The lease agreement has expired and we need to approve another lease. The lease presented is for a two year period, to expire December 31, 2024. The agreement presented remains the same terms as in the past, with the addition of the property the City purchased from the Cole/Davis families in 2020, which Melvin is currently farming for the City.

**II. RECOMMENDED ACTION / NEXT STEP:**

Melvin and Shannon have agreed to the lease presented. Staff recommends commission approval of the lease.

**III. FISCAL IMPACTS:**

Revenue received from this lease depends on yield and market prices of grain when harvested. The revenue is receipted as part of the airport revenue in the general fund. Revenue received the past four years are as follows: 2019 - \$24,533.94; 2020 - \$26,944.81; 2021 - \$32,424.35; 2022 - \$23,960.86.

**IV. BACKGROUND INFORMATION:**

The City has leased this property to them for a number of years and have a good working relationship with Melvin and Shannon.

## FARM LEASE AND SECURITY AGREEMENT CROP SHARE

**PARTIES:** This Farm Lease and Security Agreement is made and entered into this 1<sup>st</sup> day of January, 2023, by and between **The City of Goodland, Kansas**, hereinafter referred to as “**OWNER**”, and **Melvin Nemechek and Shannon Nemechek d/b/a/ MRS Farms**, hereinafter referred to as the “**OPERATOR**”.

**PROPERTY:** The OWNER leases to the OPERATOR the following described property:

Southwest One-Quarter ( $\frac{1}{4}$ ) of Section Nine (9) & West One-half ( $\frac{1}{2}$ ) of Section Sixteen (16) all in Township Eight (8) South, Range Thirty-nine (39) West of the 6<sup>th</sup> Principal Meridian, Sherman County, State of Kansas, containing approximately 465.00 acres.

AND

The East One-half (E $\frac{1}{2}$ ) of the Southeast Quarter (SE $\frac{1}{4}$ ) of Section Eight (8), Township Eight (8) South, Range Thirty-nine (39) West of the 6<sup>th</sup> P.M., Sherman County, Kansas. Less the following described tracts:

A tract of land in the Southeast Quarter (SE $\frac{1}{4}$ ) of Section Eight (8), Township Eight (8) South, Range Thirty-nine (39) West of the 6<sup>th</sup> P.M., Sherman County, Kansas described as follows: Beginning at a point 1341.9 feet east of the southeast corner of the SW $\frac{1}{4}$  of Section 8, Township 8 South, Range 39 West; thence north a distance of 760.1 feet; thence southeast (S45°E) a distance of 1077 feet; thence west along section line between Sections Eight (8) and Seventeen (17) a distance of 760.1 feet, to a point of beginning.

A tract of land in the Southeast Quarter (SE $\frac{1}{4}$ ) of Section Eight (8), Township Eight (8) South, Range Thirty-nine (39) West of the 6<sup>th</sup> P.M. Commencing at the Southwest corner of the Southeast Quarter of the Northeast Quarter (SE $\frac{1}{4}$  NE $\frac{1}{4}$ ) of Section Eight (8), Township Eight (8) South, Range Thirty-nine (39) West of the Sixth Principal Meridian, said Southwest corner being the True Point of Beginning; thence S 89° 40' 25" E and along the South line of said Southeast Quarter of the Northeast Quarter (SE $\frac{1}{4}$  NE $\frac{1}{4}$ ) of Section Eight (8), a distance of 254.58 feet, thence S 69° 22' 38" W, a distance of 155.18 feet; thence S 26° 20' 00" E; a distance of 125 feet; thence S 63° 40' 00" W, a distance of 186.02 feet; thence N 0° 26' 14" E, a distance of 250.66 feet to the True Point of Beginning, containing 0.7448 acres, more or less.

**TERM:** The term of this Lease shall begin on the date set forth above, and shall end on December 31, 2024, without notice of any type being required of the OWNER, unless expressly required by applicable State Law.



**RENT:** The OWNER and the OPERATOR shall share the crop production from the property as follows:

**1/3 OF ALL DRYLAND CROPS TO OWNER AND 2/3 OF ALL DRYLAND CROPS TO OPERATOR.**

**1/4 OF ALL IRRIGATED CROPS TO OWNER AND 3/4 OF ALL IRRIGATED CROPS TO OPERATOR.**

**EXPENSES:** Except as otherwise specified herein, all expenses incident to the operation of the property during the term of this lease shall be paid by the OPERATOR.

**ON DRYLAND ACRES: FERTILIZER, HERBICIDE & INSECTICIDE SHARED ACCORDING TO DIVISION OF CROP WITH THE EXCEPTION OF HERBICIDE APPLIED AS A BURNDOWN IN WHICH CASE OWNER WILL SHARE IN 1/6 OF THE EXPENSE, OWNER IS RESPONSIBLE FOR REPAIR AND MAINTAINANCE OF WELL, PUMP, UNDERGROUND PIPE AND WIRE. OPERATORS OWN AND ARE RESPONSIBLE FOR ALL OTHER IRRIGATION EQUIPMENT. ALL APPLICATION TO BE THE RESPONSIBILITY OF THE OPERATORS.**

**FARM PROGRAMS:** All decisions concerning participation of this property in any Local, State, or Federal agricultural, conservation or similar programs shall be at the discretion of the OWNER. Any division of payments shall be in conformity with applicable governmental laws and regulations.

It is mutually understood and agreed that if the OPERATOR a) has received any advanced government program payments for the farm year covered by this lease, and b) fails or refuses to comply with the terms and conditions of this lease, and c) is terminated by the OWNER as the OPERATOR under this lease for said failure of performance, then the OPERATOR agrees to immediately pay back the advanced government program payments. As determined by the Farm Service Agency, the payments shall either be returned to the FSA, or paid to the new tenant to whom the property is leased for the applicable farm year.

**ACCORDING TO DIVISION OF CROP, ALL PAYMENTS RELATED TO SOIL CONSERVATION GO TO OWNER.**

**AGRICULTURAL CHEMICALS:** The OPERATOR agrees that the amounts of fertilizer, lime and other agricultural chemicals to be applied will be in accordance with written plans agreed to with the OWNER.

**OPERATING COVENANTS:** The parties hereto agree to be bound by Operating Covenants 1 through 46, herein, except the following:

NONE

**OPERATING CONVENANTS:**

1. **RENT:** Cash rent shall be paid on the dates set forth herein, and grain shall be delivered upon harvest, without further notice from the OWNER to the OPERATOR. Rent not paid when due, and the fair market value of grain not delivered, shall bear interest until paid or delivered, at the rate of 18% per annum, or the highest rate allowed by the laws of the state where the property is located, whichever is less. OPERATOR agrees to a service charge of \$25.00 for any returned or insufficient funds check. The OWNER'S failure to have strictly enforced this provision previously shall not be deemed to restrict or limit the OWNER'S ability to fully enforce the provision at any time.
2. **ASSIGNMENT-SUBLEASING:** OPERATOR agrees not to assign this lease to any other person, not sublease all or any part of the farm property described herein without the written permission of OWNER. For the purpose of this section, an assignment of this lease shall be deemed to have taken place when all, or substantially all of the agricultural operations are performed by hired labor or by one or more third parties hired by the OPERATOR to perform agricultural operations on a custom basis.
3. **RIGHT TO ENTER:** The OWNER, its agents or assigns, shall have the right to go upon the premises at any time to inspect the same or to make repairs or improvements thereon, or for any other purposes incidental to the management of the property. The OWNER, its agents, assigns or contractors shall also have the right to go upon the land to fall till, or develop the land for irrigation after the crops have been harvested, and, at the option of the OWNER, the seed or sow any grain or grass thereon.
4. **LITIGATION:** In the event of default by the OPERATOR resulting in the OWNER employing an attorney for the purpose of enforcing any provision of this Lease or regaining possession of the property, the OPERATOR agrees to pay the OWNER'S reasonable attorney's fees and expenses on demand. Delinquent payments shall draw interest at the default rate referred to in Operating Covenant 1.
5. **DEFAULT:** All covenants and agreements contained in this Lease are declared to be conditions of the lease for the term demised to the OPERATOR. Should the OPERATOR default in the performance of any covenant, condition or agreement contained herein, the OWNER may terminate the lease as provided herein.
6. **FAILURE TO PERFORME/RIGHT OF ENTRY:** The OPERATOR agrees that if he fails to plant, fertilize, cultivate, irrigate, or harvest the crops, or to cut or spray weeds, or to diligently perform any other act provided for hereunder for the proper operation and management of the premises at the



proper time, or in the proper manner, or if he assigns this lease or subleases the premises in whole or in part, the OWNER may, after giving the OPERATOR 72 hours written notice, personally delivered to the OPERATOR, or sent to the OPERATOR'S last known address by US Mail, postage pre-paid, either (a) declare this lease to be terminated and take immediate possession of the premises, or (b) enter upon the premises in person or by agent or contractor and do the necessary planting, fertilizing, cultivating, irrigating, or harvesting of the crops, cutting or spraying of weeds, or such other matters which the OPERATOR should have done, and the OWNER shall add all expenses incurred therewith to the rent to be paid hereunder, the same to be immediately due and bear interest until paid at the rate set forth under Operating Covenant 1.

7. **FINANCIAL STATEMENT:** The OPERATOR agrees to furnish the OWNER a statement showing the OPERATOR'S current financial position upon request of the OWNER.
8. **INSOLVENCY OF OPERATOR:** The insolvency of the OPERATOR, a receiver being appointed to take possession of all or substantially all the property of the OPERATOR, or the making of a general assignment for the benefit of creditors by the OPERATOR, shall terminate this lease and entitle the OWNER to immediately re-enter and regain possession and operation of the premises.
9. **SALE AND REMOVAL OF CROPS:** The OPERATOR agrees to and acknowledges that, until all of the cash rent due hereunder has been paid in full, and all of the grain has been delivered, the OWNER shall have property rights in the commodities produced on the property, and therefore covenants and agrees not to sell or remove any of the commodities raised on the premises during the term of this lease until the rent due hereunder has been fully paid or the OWNER has given the OPERATOR written consent to such sale or removal. The OWNER'S failure to have strictly enforced this provision previously shall not be deemed to impair the OWNER'S ability to fully enforce the provision at any time.
10. **SECURITY INTEREST:** The OPERATOR grants the OWNER a security interest in all crops growing or to be grown, on the property, and on all harvested crops now owned or hereafter acquired by the OPERATOR, wherever stored, grown, or produced on the property described herein and on all proceeds thereof. The security interest granted herein shall extend to and cover all warehouse receipts issued by and any warehouse as evidence of the delivery and storage of crops. It shall also extend to general intangibles, accounts, and rents, issues and profits, and farm program payments or entitlements of every type. The security interest shall also extend to any proceeds recovered under insurance policies covering the crops. OPERATOR

agrees to execute any and all documents required to grant this security interest and perfect an enforceable lien for the benefit of the OWNER.

11. **WARRANTY OF OPERATOR:** The OPERATOR expressly warrants and guarantees to the OWNER that the security interest granted to the OWNER is a first security interest, prior and paramount to any and all other security interests pertaining to the property covered thereby, including, but not limited to those that may have been granted to a lender, machinery or equipment provider, or crop input provider. The OPERATOR further agrees that if this warranty and guarantee is breached, the OPERATOR shall forfeit all rent previously paid hereunder, and any growing crops on the property. Further, the OWNER may immediately terminate this Lease, and regain full possession of the property.
12. **OPERATOR'S CONTRIBUTION:** The OPERATOR agrees: (a) to follow the agricultural practices that are currently recommended for, and that are best adapted to this type of property and crops, and this locality, unless other practices are expressly agreed upon with the OWNER; (b) to furnish all labor and equipment necessary to operate this property, and (c) to provide complete and accurate yield documentation to the OWNER within two weeks following harvest of each crop. Yield documentation shall be in the form of scale tickets, yield monitor data, or actual grain bin measurements.
13. **CARE OF PROPERTY:** The OPERATOR agrees that he will: (a) cultivate and otherwise operate the property in a professional workmanlike manner, and in accordance with generally recognized and approved agricultural practices; (b) when so directed, farm on the contour, or use minimum tillage or no tillage agricultural practices; (c) operate the property in conformity with appropriate soil and water conservation practices, and in such a way as to maintain and if possible enhance soil productivity; and (d) operate the property in conformity with all required or applicable conservation plans or programs, including but not limited to those subject to the jurisdiction of USDA and EPA and their related agencies.
14. **ENVIRONMENTAL COMPLIANCE:** (a) The OPERATOR warrants that he is knowledgeable of the Federal, State and Local laws and regulations pertaining to the operation of this property with regard to matters of environmental compliance, and the protection and preservation of soil, water and other natural resources; (b) The OPERATOR warrants that he will operate the property in full compliance with all such laws, and will notify the OWNER immediately of any accidents, problems, conditions or occurrences on the property which may threaten compliance with such laws or regulations, or which may result in liability or damage being imposed upon the OWNER or the Property Owner; (c) The OPERATOR warrants that all fertilizers, agricultural chemicals, petroleum products and hazardous or toxic wastes or substances in, on, or effecting the property will be handled, used, stored,



contained, transported, applied, removed and/or disposed of in accordance with all applicable laws, regulations, manufacturer's directions and labeling; (d) The OPERATOR acknowledges that he is knowledgeable of the Worker Protection Standard adopted by EPA, and warrants that he will see that the requirements of the Standard are adhered to in regard to the use and application of agricultural chemicals on the property; and (e) The OPERATOR agrees to complete any Environmental Questionnaires or other requests for environmental information solicited by the OWNER.

15. **MACHINERY AND EQUIPMENT:** The OPERATOR shall be responsible for providing the machinery and equipment necessary for planting, cultivating and harvesting the crops, and for any other agricultural operations incidental to operating the property covered by this Lease. All costs of purchasing, renting, leasing, and operating the machinery and equipment, including the cost of custom operations, shall be paid by the OPERATOR, except as otherwise specified herein.
16. **WEED CONTROL:** The OPERATOR agrees to keep the cultivated areas clean and free from weeds and further agrees to cut or spray weeds, trees and shrubs growing in the fence rows and non-crop areas, as is necessary to keep these areas neat and presentable. All costs involved in controlling weeds shall be paid by the OPERATOR except as otherwise specified herein. The OPERATOR agrees to mow the roadsides as often as necessary to present a neat appearance or as directed by OWNER.
17. **INSECT AND DISEASE CONTROL:** The OPERATOR agrees to carry out all approved practices for the control and eradication of corn borer, rootworm, and other crop insects, pests and diseases, as may be necessary, at his own cost, unless otherwise specified herein, or in writing by the OWNER.
18. **FERTILIZERS, LIME AND MANURE:** The OPERATOR agrees to haul out and distribute, as agreed with the OWNER, any manure and/or compost suitable to be used, and to apply at the proper time and in the proper manner all fertilizers and agricultural lime. Further, the OPERATOR will, upon request, provide the OWNER with receipts, sale tickets, application records, and other documentation showing the use or application of all agricultural chemicals to which state, federal or local record keeping requirements apply. The OPERATOR shall be responsible for all costs of purchasing, transporting, and applying manure, fertilizers, and agricultural lime, except as otherwise agreed herein or in writing by OWNER.
19. **CROP HANDLING:** If applicable, the OPERATOR shall be responsible for the costs of handling crops raised on the premises, unless otherwise agreed herein or in writing by the OWNER.

20. **STRAW AND STALKS:** The OPERATOR agrees not to burn any stacks, straw, stalks, or stubble, or to remove any straw or stalks from the premises, unless otherwise agreed herein, or in writing by OWNER.
21. **IMPROVEMENTS:** The OPERATOR agrees to perform ordinary maintenance tasks and will otherwise properly maintain all buildings, tile lines, fences, irrigation equipment, water systems and other improvements on the premises, and shall yield them up to the OWNER at the end of the lease term in as good order and condition as at the beginning thereof, normal wear and tear excepted. The OPERATOR further agrees to provide labor and to haul such materials as may be necessary for said maintenance, and to provide the labor and materials necessary to make minor repairs to said improvements that are or may be due as a result of ordinary wear and tear. The OPERATOR shall be solely responsible for the costs of making repairs to improvements which have been damaged or destroyed because of the OPERATOR'S failure to maintain, or otherwise because of OPERATOR'S neglect, abuse, negligence, or lack of attention. It is mutually understood and agreed that the OWNER shall not be obligated to replace any improvements lost, or destroyed, regardless of whether or not such loss was covered by insurance.
22. **FENCES:** The OPERATOR will remove fences at the request of the OWNER and will, upon request, maintain or build one rod of new fence per acre of land contained in this Lease, without charge for labor. In the event additional new fence is required, compensation shall be provided for elsewhere herein.
23. **IMPROVEMENTS MADE BY OPERATOR:** It is mutually understood and agreed between the parties hereto that all buildings, fences and improvements of every kind and nature that may be erected upon the above described property during the term of this lease by the OPERATOR shall be deemed as rent and shall inure to the premises and become the property of the OWNER unless permission to erect and remove the same shall be obtained beforehand, in writing, and made a part of this lease.
24. **INSURANCE:** The OPERATOR shall carry the following types and minimum coverage of insurance; (a) Worker's Compensation Insurance in compliance with the laws of the state where the property is located; (b) Comprehensive General Liability Insurance, including Employer's Liability, with respect to the OPERATOR'S use and occupancy of the premises and all operations incidental thereto, with limits of not less than \$500,000.00 per occurrence. OWNER shall be named as the loss payable on said policy; and (c) Automobile Liability Insurance on all owned, non-owned, hired or leased automotive equipment in conjunction with operations, in amounts not less than \$500,000.00 per occurrence. The OPERATOR agrees to provide the OWNER with proof of insurance on the policies as set out herein.



25. **INDEMNITY OF PROPERTY OWNER AND OWNER:** The OPERATOR agrees to indemnify and hold the OWNER and the Property Owner harmless from any and all claims, liability, loss, damage or expenses resulting from OPERATOR'S occupation and use of premises, specifically including without limitation any claim, liability, loss or damage arising: (a) By reason of the injury to person or property from whatever cause (other than negligence or misconduct by the OWNER) while in, on or near the premises or in any way connected with the premises or with the improvements or personal property in or on the premises, including any liability for injury to the person or personal property of the OPERATOR, his agents or employees; (b) By reason of any work performed on the premises or materials furnished on the premises at the instance of or request of the OPERATOR, his agents or employees, other than negligence or misconduct by the OWNER, its agents, or employees; (c) By reason of the OPERATOR'S failure to perform any provision of this lease or to comply with any requirement imposed upon it or on the premises by any duly authorized governmental agency or political subdivision; provided that the OPERATOR shall not be responsible to comply with any requirements necessitating structural or permanent improvements or changes to the premises; (d) Because of the OPERATOR'S failure or inability to pay as they become due any obligation incurred by it in the agricultural or other operations conducted by it on the premises. The provisions of the foregoing indemnification agreement shall remain in effect following the termination of this lease.
26. **INDEPENDENT CONTRACTORS:** If the OPERATOR employs independent contractors to perform any work on the property, or to conduct its farming operation, the OPERATOR shall supervise the work performed by such contractors and assure the OWNER that each contractor maintains in full force and effect, at contractor's sole cost and expense, the following kinds and amounts of insurance; (a) Worker's Compensation Insurance in compliance with the laws of the state where the property is located; Employer's Liability Insurance with a limit of not less than \$100,000 and, where applicable, insurance in compliance with any other statutory obligations pertaining to the compensation of injured employees; (b) General Liability Insurance with respect to contractor's performance of the work and all operations incidental thereto, with limits of not less than \$500,000 for bodily injury liability each occurrence, and \$500,000 for damage liability each occurrence; (c) Automobile Liability Insurance on all owned, non-owned, hired or leased automotive equipment used in connection with contractor's operations in amounts not less than \$500,000 for bodily injury liability and \$500,000 for property damage liability; and (d) Any other insurance that the contractor desires or deems to be necessary for his own protection.
27. **EXPIRATION OF TERM:** The OPERATOR covenants with the OWNER, at the expiration of the term of this lease, to yield up possession to the OWNER, without further demand or notice, in as good order and condition as

when the same was entered upon by the OPERATOR, loss by fire or inevitable accidents or ordinary wear or tear excepted. IF the OPERATOR fails to deliver up said premises, the OPERATOR agrees to pay the OWNER \$100.00 per day for all time that he may continue in possession of the premises after the expiration of the lease.

28. **BINDING ON HEIRS:** Except as provided in Paragraph 34, and except as may be mutually agreed by the parties, the provisions of this Lease shall be binding upon the heirs, executors, administrators, and successors of both the OWNER and the OPERATOR in like manner as upon the original parties. The rights referred to herein shall not include subleasing or assignment as set forth above.
29. **PARTNERSHIP NOT CREATED:** This lease should not be construed as giving rise to a partnership, and neither part shall be liable for debts or obligations of the other without written consent, the OPERATOR has no authority to incur any obligation on behalf of the Property Owner or OWNER.
30. **NOTICES:** Except as otherwise expressly provided by law, any and all notices or communications required or permitted by this lease or by law to be served on or given to either party hereto by the other party shall be in writing and shall be deemed to be duly served and given when personally delivered, or deposited in the United States Mail, First Class, postage pre-paid, addressed to the party at their last known address.
31. **TIME OF ESSENCE:** Time is expressly declared to be of the essence in this Lease.
32. **FARM PROGRAMS:** Participation of this property in any Local, State or Federal agricultural, conservation or similar programs, and compliance with the terms and conditions of such programs shall be subject to the direction and control of the OWNER.
33. **DEATH OF OPERATOR:** The OPERATOR agrees that this lease is a personal services contract with the OWNER and that in the event of his death prior to commencement of the term hereof, it shall not take effect and shall be null and void.
34. **TERMINATION-COMPENSATION FOR WORK DONE:** The OPERATOR acknowledges and agrees that this lease will terminate on the date set forth under Term, above, and that OPERATOR is not authorized to provide labor or inputs of any kind in anticipation of growing crops to be harvested following the termination date (i.e. wheat), without the written approval of the OWNER. The OPERATOR shall not be entitled to reimbursement for labor or inputs voluntarily provided, without prior written approval. Where approval has been granted and the lease is renewed for an



additional period of time, reimbursement shall be at a rate not in excess of the custom rates published by the local State University or County Extension Office.

35. **POSSESSION-LIABILITY:** The OWNER shall not be liable in damages for its failure to deliver possession of the premises for any cause beyond its control.
36. **EXTENSION OF TERM-AMENDMENTS:** The parties hereto agree that no act of either party or both parties hereunder shall be construed as an extension of this Lease or any change in its terms unless the same is reduced to writing and signed by both parties.
37. **OIL, GAS and MINERALS:** This lease is subject to all oil, gas or mineral leases hereto or hereafter executed by the Property Owner. The OPERATOR agrees to allowing exploration companies to enter upon the leased premises and make such exploration and drilling as may be proper at any time upon agreement by the exploration companies to pay for all damages to growing crops of the OPERATORS and growing crops and property of the Property Owner. Upon requests, the OPERATORS shall be notified by the OWNER of known or anticipated oil, gas or mineral exploration activity.
38. **GENERAL:** (a) It is mutually understood and agreed that the use of Global Positioning Technology on this property required the prior consent and approval of the OWNER, which consent and approval cannot be unreasonably withheld. The ownership, access to, and use of all information generated through the use of Global Positioning Technology shall belong to the OWNER, unless otherwise mutually agreed upon in advance by the OWNER and OPERATORS, and set forth in Operating Covenant 40, below; and (b) It is mutually understood and agreed that this lease shall be governed by the laws of the state in which the property is located. It is further recognized by the parties that certain form provisions of this lease may not apply due to the particular type of agricultural operation covered. Therefore, this lease shall be understood and interpreted in a manner consistent with the actual agricultural operation covered herein, and the applicable laws of the state in which the property is located.
39. **NONEXCLUSIVE RIGHT:** It is understood and agreed that nothing contained herein shall be construed to grant or authorized the granting of an exclusive right for an aeronautical activity, pursuant to the Federal Aviation Act of 1958, Section 308, and the Civil Aeronautics Act of 1938, Section 303. OPERATOR agrees to furnish service on a fair, equal and not unjustly discriminatory basis to all users thereof, and to charge fair, reasonable and not unjustly discriminatory prices for each unit or service; PROVIDED, that OPERATOR may make reasonable and nondiscriminatory discounts, rebates or other similar types of price reduction to volume purchasers. OPERATOR

further agrees to insure that no one shall on the grounds of race, creed, color, employment activities covered in 14 CFR, Part 152, Sub-Part E. OPERATOR assures that no person shall be excluded on these grounds from participation in or receiving the services or benefits of any program or activity covered by Sub-Part. OPERATOR assures that it will require that its covered sub-organizations provide the assurances to it, that they similarly will undertake affirmative action programs and that they will require assurances from their sub-organizations as may be required by 14 CFR, Part 152, Sub-Part E to the same effect. During the time of war or national emergency, OWNER shall have the right to enter into an agreement with the United States Government for Military or naval use, or part or all of the landing area the public owned air navigation facilities and/or other areas or facilities of the airport. If any such agreement is executed, the provisions of this Agreement, insofar as they are inconsistent with the provisions of the agreement with the Government shall be suspended.

40. **NONDISCRIMINATION:** (a) OPERATOR, as part of the consideration hereof, for itself, its personal representatives, successors in interest, and assigns, does hereby covenant and agree, as a covenant running with the land; (1) that no person on the grounds of race, color, religion, sex or national origin, shall be excluded from participation in, denied the benefit of, or be otherwise subjected to discrimination by OPERATOR, in the use of the leased property hereunder, (2) that in the construction of any improvements on, over, or under such leased property, and the furnishing of services thereon, no person on the grounds of race, color, religion, sex, or national origin, shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, and (3) that OPERATOR shall use the leased property hereunder in compliance with all other applicable requirements imposed by Title 49 Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation Effectuation of Title VI of the Civil Rights Acts of 1964, as said regulations may apply or be amended from time to time. (b) In the event that OPERATOR should breach any of the above nondiscrimination covenants, OWNER shall have the right to terminate this lease agreement and re-enter and repossess the leased property, and hold the same as if this lease agreement had never been made or issued. (c) This lease agreement shall be subordinate to the provisions of any existing and future agreements between OWNER and the United State of America, the State of Kansas, and the City of Goodland, Kansas, their boards, agencies, or commissions, relative to the operation or maintenance of the Goodland Municipal Airport, the execution of which has been or will be required as a condition to the expenditure of federal, state or city funds or the issuance of bonds for the development of the Goodland Municipal Airport.



41. **ACCESSIBILITY FOR HANDICAPPED:** (a) OWNER and OPERATOR shall be responsible for maintaining the Goodland Municipal Airport facilities and services in a manner which complies with the parties respective obligations under 14 CRF, Part 382, Nondiscrimination on the Basis of Handicap in Air Travel, under the Uniform Federal Accessibility Standards (UFAS), or substantially equivalent standards; under 49 CFR, Part 27, Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance; and under 42 U.S.C.S. ss12101, et seq., The Americans with Disability Act of 1990, or a substantially equivalent standard. (b) All Goodland Municipal Airport terminal facilities designed, constructed, or altered shall be accessible to handicapped persons. OWNER shall be responsible to insure all improvements necessary to meet the requirements of the statutes and regulations cited above and other relevant Federal, State, or Local laws, statutes and ordinances that relate to handicapped accessibility standards are enforced. (c) OPERATORS will be responsible for any alterations and/or construction within the leased property, which may be mandated by the Americans with Disability Act of 1990, 42 U.S.C.S. ss12101, et seq., subject to all the provisions of paragraph 20.
42. **OBSTRUCTIONS:** OWNER reserves the right to take any action it may deem necessary to protect aerial approaches of the Goodland Municipal Airport against obstructions, together with the right to prevent OPERATOR from erecting, or permitting to be erected, any building or any other structure on the leased property which, in the opinion of OWNER, will limit the usefulness of the Goodland Municipal Airport or constitute a hazard to the safe operation of the Goodland Municipal Airport facilities. OPERATOR, and their successors and assigns will complete a Federal Aviation Administration (FAA) Form 7460-1, Notice of Proposed Construction or Alteration, and receive a favorable determination from the FAA prior to any construction on the Goodland Municipal Airport which it may desire to undertake, and for which it has received OWNER'S prior written approval.
43. **NONDISCRIMINATION IN EMPLOYMENT OPPORTUNITIES:** OPERATOR assures that it will comply with pertinent federal and state statutes, Executive Orders, and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap, be discriminated against in any employment opportunity with OPERATOR.
44. **STRICT COMPLIANCE WITH LAWS:** OPERATOR agrees to observe and obey, during the term of this lease agreement, any and all laws, ordinances, rules and regulations which have been or may be enacted or promulgated by the United States, Federal Aviation Administration, State of Kansas, City of Goodland, the Goodland Municipal Airport manager, the

Goodland Municipal Airport Advisory Board, or any other governmental agency or entity having jurisdiction over the Goodland Municipal Airport.

45. **SUBORDINATION OF LEASE AGREEMENT:** the parties agree that this lease agreement shall be subordinate to any and all existing or future agreements between OWNER and the United State of America relating to the operation or maintenance of the Goodland Municipal Airport.
46. **MISCELLANEOUS PROVISIONS:** IT IS UNDERSTOOD THAT THE TERMS OF THE IRRIGATED CROPS REFERRED TO IN THIS LEASE ARE CONDITIONAL UPON ACCEPTANCE OF THE REQUESTED CHANGES IN PLACE OF USE BY THE STATE DEPARTMENT OF WATER RESOURCES. IF PERMISSION IS DENIED TERMS OF THE LEASE REGARDING IRRIGATED CROPS WILL REVERT TO THE SAME AS DRYLAND CROPS.

**IN WITNESS WHEREOF**, the parties hereto have signed this Farm Lease and Security Agreement on the date first above written.

**OWNER**

**OPERATOR**

\_\_\_\_\_  
Aaron Thompson, Mayor

\_\_\_\_\_  
Melvin Nemechek

\_\_\_\_\_  
Shannon Nemechek

ATTEST:

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





**AGENDA ITEM #**  
**CITY COMMISSION COMMUNICATION FORM**

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**FROM:** Mary Volk, City Clerk

**DATE:** January 3rd

**ITEM:** CMB License Renewal

**NEXT STEP:** Commission Motion

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ORDINANCE  
 MOTION  
 INFORMATION

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**I. REQUEST OR ISSUE:**

Attached is the information for CMB license for renewal for in original and unopened containers not for consumption on premises, for Cowboy Corner Xpress. LLC. All licenses are required to submit an application annually which includes fire and building inspections and a background check. Those that are pending inspection approval require adjustments to pass inspections.

**II. RECOMMENDED ACTION / NEXT STEP:**

Approve renewal of CMB licenses, contingent on approval of inspections.

**III. FISCAL IMPACTS:**

No impact to the City, we receive revenue for each application and forward \$25 for each application to the State for the stamp.

**IV. BACKGROUND INFORMATION:**

FYI - We have not completed the process on the Goodland KOA. They are currently not opened or available for inspections. When they return to open for the season they will call for all inspections.

**In original and unopened containers not for Consumption on the premises**

Cowboy Corner Xpress, LLC – **Pending Inspection Approval**





6300 West 95th Street  
Overland Park, Kansas 66212-1431

office: 913.677.2884  
fax: 913.677.0804

December 28, 2022

City of Goodland

This letter serves as an explanation of the KMEA AMI cost share program. Tantalus has provided some of the cost associated with both the Tantalus and KMEA annual cost of the program.

#### **TANTALUS SYSTEMS**

- A **one-time** \$2,700.00 fee to transfer the data to the KMEA server will be payable to Tantalus Systems.
- **Annual** support fees of \$9,280.28 will be payable to Tantalus Systems.

#### **KMEA**

A **one-time** license fee of \$10,000.00 to join the KMEA server will be payable in two installments of \$5,000 which will be payable to KMEA in 2023 and 2024. This is a shared expense among the members participating in the program. As additional members join the program, this fee will be reduced, and the appropriate amount will be credited back to City of Goodland annually. (NOTE: If additional members join in 2023, the remaining balance of 2024 installment Goodland's KMEA one-time license fee will decrease accordingly.)

**Annual** software maintenance payments of \$2,719.75 (\$10,879) will be payable to KMEA. This is a shared expense among the members participating in the program. As additional members join the program, this fee will be reduced as appropriate for the next year. Currently there are four members including Goodland in the program.

**Annual** hosting payments of \$2,625.00 (\$10,500) per year will be payable to KMEA. This is a shared expense among the members participating in the program. As additional members join the program, this fee will be reduced as appropriate for the next year. Currently there are four members including Goodland in the program.



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These fees could be subject to change with additions of other cities and changes in cost from Tantalus.

KMEA will bill these fees at the beginning of each calendar year unless otherwise agreed upon. If you should have any questions, please don't hesitate to contact me at your convenience.

Sincerely

Tyson McGreer

Manager Member Services

Kansas Municipal Energy Agency