



CITY COMMISSION AGENDA

MONDAY, APRIL 3, 2023

204 W. 11TH 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 COMMENT

- A. Jerry Becker
(Members of the audience will have five minutes to present any matter of concern to the Commission. No official action may be taken at this time.)

3. CONSENT AGENDA

- A. 03/20/2023 Commission Meeting Minutes
- B. 03/29/2023 Special Commission Work Session Minutes
- C. Appropriation Ordinances 2023-07; 2023-07A; , 2023-P07

4. PRESENTATIONS & PROCLAMATIONS

- A. Proclamation – Goodland Cowgirls Basketball Team - State Championship Day
- B. National Public Safety Telecommunicators Week
- C. Western KS Child Advocacy: 2024 Budget Request - Don Rivera

5. ORDINANCES AND RESOLUTIONS

6. FORMAL ACTIONS

- A. Alternate #1 from the Snow Removal Equipment Bid
- B. Airport Hangar Lease Termination- Amberian Aviation, Inc.
- C. Hangar Lease – Scott’s Flying Service
- D. 2023 Utility Charge Offs

7. DISCUSSION ITEMS

- A. 1523 Colorado Av. – IFB to remove.

8. REPORTS

- A. City Manager
 - (1) Manager Memo
 - (2) Introduce Building Official Hildebrand
 - (3) KMEA 101 Follow Up
 - (4) City wide cleanup – May 4 & 5
- B. City Commissioners
- C. Mayor

9. ADJOURNMENT

- A. Next Regular Meeting
Monday April 17, 2023

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. 11th Street
Goodland, KS 67735

MEMORANDUM

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

Public Comment

A. Jerry Becker will speak to the Commission about the front of the Post Office building in Goodland and communication to federal officials about efforts to make improvements to the landscaping.

Consent Agenda:

- A. 3-20-2023 Commission Meeting Minutes
- B. 3-29-2023 Special Commission Meeting Minutes
- C. Appropriation Ordinances 2023-07; 2023-07A; 2023-P07;

RECOMMENDED MOTION: "I move that we approve Consent Agenda items A, B and C."

Presentations & Proclamations

- A. Proclamation – Goodland Cowgirls Basketball - State Championship Day
- B. Crissy Livengood-Ridnour- Telecommunicator Appreciation Week proclamation
- C. Western KS Child Advocacy: 2024 Budget Request - Don Rivera.

Ordinances and Resolutions:

None this meeting.

Formal Actions

- A. Alternate #1 from the Snow Removal Equipment Bid

Darin Neufeld will present additional information on Alternate #1 from the Snow Removal Equipment Bid that was considered at the March 20, 2023 City Commission meeting. The Airport Board reviewed the bid information at their meeting on Friday, March 31, and made a recommendation that the City Commission go ahead and approve the bid on Alternate #1 for the snow blower equipment as presented. The Alternate #1 bid would be 90% funded by a FAA grant including funds from Federal Fiscal Year 2024. Darin will go over the financial information as well at the meeting.

RECOMMENDED MOTION: I move to approve the bid on Alternate #1 for the Airport Snow Removal Equipment from Murphy Equipment in the amount of \$237,141.00 contingent upon FAA approval."

B. Airport Hangar Lease Termination-Amberican Aviation, Inc.

Mr. Amb no longer intends to operate a spraying service at Renner Field or build a hangar as stated in the lease. Staff is seeking a motion to approve the termination of the lease for Lots 1 & 2 with Amberican Aviation, Inc. at Renner Field.

RECOMMENDED MOTION: I move to approve the termination of the airport lease with Amberican Aviation, Inc. and authorize Mayor Thompson to sign.

C. Hangar Lease – Scott’s Flying Service

City staff has received a signed lease agreement from Taylor Scott with Scott’s Flying Service, LLC. The Airport Board reviewed the proposed lease and recommended its approval by the City Commission. City Attorney Kling has also reviewed the proposed lease agreement.

RECOMMENDED MOTION: I move to approve the airport lease with Scott’s Flying Service, LLC and authorize Mayor Thompson to sign.

D. 2023 Utility Charge Offs

Annually staff requests the Commission to authorize the charge off of unpaid balances on utility accounts in which the City no longer has any correspondence with the customer. The attached charge off list is for customers we have not had contact or communication with for four years. Total balance requesting to charge off is \$38,039.81.

RECOMMENDED MOTION: I move to approve Utility Charge Offs in the amount of \$38,039.81.

Discussion Items

A. 1523 Colorado Av. – IFB to remove.

The City Commission passed Resolution 1609 on January 17, 2023 which stated that the owner of such structure was directed to commence the repair of the property within thirty (30) days of January 17, 2023. Building Official Hildebrand will review the status of the property and the recommended actions by the City according to the Kansas Statutes if the owner has failed to commence the repair of the structure within the time stated.

Reports:

A. City Manager

- Manager Memo
- Introduce Building Official Hildebrand
- KMEA 101 Follow Up
- City wide cleanup – May 4 & 5

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.

GOODLAND CITY COMMISSION
Regular Meeting

March 20, 2023

5:00 P.M.

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

Also present were Dustin Bedore – Director of Electric Utilities, Frank Hayes – Chief of Police, Joshua Jordan – IT Director, Kenton Keith – Director of Streets and Facilities, Neal Thornburg – Director of Water and Wastewater, Danny Krayca – Director of Parks, Shauna Johnson – Deputy City Clerk and Kent Brown - City Manager.

Mayor Thompson led Pledge of Allegiance

PUBLIC COMMENT

CONSENT AGENDA

A. 03/06/23 Commission Meeting Minutes

B. Appropriation Ordinances: 2023-06, 2023-06A, and 2023-P06

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

ORDINANCES AND RESOLUTIONS

A. Resolution 1612A: KDOT Cost Share Grant Application – Kent stated, KDOT has another round on the grant program for spring 2023. Staff revised the proposal to increase our chance for a successful application for the driving lanes on Caldwell Avenue. This application proposes a 20% local match for construction costs and the City will use resources dedicated to the chip and seal program for 2023 for our grant match. Vice-Mayor Howard asked, instead of doing the driving lanes would it be better to decrease the number of blocks in project? Kenton stated, when it gets a chip and seal it will look the same. Commissioner Showalter asked, have other places used this method? Darin Neufeld with EBH stated, this method has been done on some state highways. Mayor Thompson stated, if we feel the edges are structurally sound to hold up with chip and seal, I agree with application. **ON A MOTION** by Mayor Thompson to approve Resolution 1612A: KDOT Cost Share Grant Application **seconded** by Commissioner Showalter. **MOTION carried on a VOTE of 5-0.**

FORMAL ACTIONS

A. Renewal Property/Vehicle/Liability Insurance – Kent stated, the City's property and liability insurance is up for renewal April 1. Jacque Livengood with Eklund Insurance gave the commission a brief overview on the changes. Commissioner Showalter asked, if the City split the insurance up to different providers would this help with the cost? Jacque stated, the price would likely be more, because there is usually a cost savings when you bundle. Sometimes when you split insurance up you can get a gap in insurance. Commissioner Myers asked, will changing the deductible bring down the cost? Jacque stated, it would, but not a large amount like expected. **ON A MOTION** by Mayor Thompson to approve the renewal of EMC Insurance with Eklund Insurance in the amount of \$422,038 **seconded** by Commissioner Myers. **MOTION carried on a VOTE of 5-0.**

B. RFB: Airport Snow Removal Equipment – Darin Neufeld of EBH presented bids received for the Snow Removal Equipment funded by an FAA Grant. The Base Bid of \$701,036.00 and an Add Alternate bid of \$237,141.00 for a snow blower was received from Foley Equipment. The

MINUTES

Goodland City Commission

March 20, 2023

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base bid did come in above the projected amount. Darin explained to the commission how the overage would work out. The City's bank balance at FAA would be \$619,200.00. Local share is \$73,353.60, which is set aside for the project. The balance of \$40,982.40 would be a 90/10 expense that could come off the FY24 money when received. I have asked the FAA if they would allow you to use the FY24 and FY25 allocations if the add alternate were to be added. My recommendation is to accept the base bid contingent upon FAA approval which would get the equipment order in. Then we can discuss the add alternate when we get an answer from the FAA. Mayor Thompson asked, is the add alternate of the snow blower really needed? Kenton stated, the current snow blower is aged and if snow blower is not used the process to remove snow is lengthy due to the amount of snow that can be piled on the sides per FAA regulations. Commissioner Showalter asked, is this size of loader bid necessary? Darin stated. FAA sets that requirement based on the size of the airport and the fact they require snow to be moved in a two hour time frame. **ON A MOTION** by Mayor Thompson to approve the bid from Foley Equipment Company in the amount of \$701,036.00 for airport snow removal equipment contingent upon FAA approval **seconded** by Commissioner Redlin. **MOTION carried on a VOTE of 5-0.**

- C. RFB: Goodland Municipal Airport Seal & Paint** – Darin stated, one bid was received for the project in the amount of \$245,912.00 from American Pavement Solutions, Inc. The grant was approved for \$409,050.00, therefore there is room to fix more cracks if needed. **ON A MOTION** by Commissioner Showalter to approve the bid from American Pavement Solutions, Inc. in the amount of \$245,912.00 for airport seal and paint project contingent upon KDOT Aviation approval **seconded** by Commissioner Redlin. **MOTION carried on a VOTE of 5-0.**
- D. RFP 2023-02: Water Storage Tank Maintenance Inspection Program** – Kent stated, the City received four responses. H2O solutions did not comply with bid request so bid will not be considered. Commissioner Howard asked, have any of the companies been used in the past? Neal stated, we have used McGuire Iron. Mayor Thompson asked, where is Viking Industrial based? Neal stated, they are based in Nebraska, and have many other Cities in the state of Kansas. Staff is recommending the low bid that meets criteria of RFP. **ON A MOTION** by Mayor Thompson to approve the bid from Viking Industrial Painting for a three year contract in the amount of \$45,540.00 for water storage tank maintenance inspection **seconded** by Commissioner Myers. **MOTION carried on a VOTE of 5-0.**
- E. RFB: Sewer Maintenance Project** – Kent stated, this is a project we have had conversations about using the ARPA money. Johnson Service Company was the only company to submit a bid. Neal stated there will be some areas that will need repairs before the project starts. The project was based on camera work done in the past, but there has been a line identified that requires immediate attention. Staff has started conversations with Johnson Service Company to omit a couple of lines originally put on project to add the line that requires attention. Kent stated, there are more lines that require repair so this will be a continuing expense. Mayor Thompson stated, I would not be opposed of adding the line requiring attention without omitting any lines considering there is still ARPA money available. **ON A MOTION** by Mayor Thompson to approve the bid from Johnson Service Company in the amount of \$ 223,653 for sewer maintenance rehabilitation project **seconded** by Commissioner Redlin. **MOTION carried on a VOTE of 5-0.**
- F. Temporary Event Liquor License Permit: Rodney E. Cooper** – Kent stated, Rodney Cooper has received the temporary event liquor license from the State for the Comedy Night hosted by Rocking M Radio on April 1, 2023 at the Max Jones Fieldhouse. The Commission is required to approve a temporary event liquor license for same time frame as the state license. **ON A MOTION** by Commissioner Showalter to approve the temporary event liquor license for Rodney

E. Cooper for the Comedy Night on April 1, 2023 at the Max Jones Fieldhouse **seconded by** Vice-Mayor Howard. **MOTION carried on a VOTE of 5-0.**

DISCUSSION

REPORTS

A. City Manager - 1. Manager memo is in the packet. **2.** The joint City-County Commission meeting is Thursday March 23 at 5:00 p.m. in the Wolak Building. Mayor Thompson asked, is the joint meeting worth having if there is only one agenda item? Kent stated, I had a few other items that could be discussed, but do not require immediate attention. I feel we should discuss ownership of City fire vehicles since the department is merged and the FEMA flood plan mapping which has not been updated since 1981 when things have changed. I had a good conversation with the hospital administrator today and will discuss with him a better date to hold meeting. **3.** KMEA 101 is scheduled for March 29, 2023 at 5:00 p.m. in City Commission meeting. **4.** We had a request from SCCD for a commissioner on the committee to review business incentives. Vice-Mayor Howard stated, I will volunteer for the committee.

B. City Commissioners

Vice-Mayor Howard – 1. No Report
Commissioner Showalter – 1. No Report
Commissioner Myers - 1. No Report
Commissioner Redlin – 1. No Report

C. Mayor Thompson– 1. No Report

ADJOURNMENT WAS HAD ON A MOTION BY Commissioner Showalter **seconded by** Commissioner Myers. **Motion carried by unanimous VOTE, meeting adjourned at 6:30 p.m. Next meeting is scheduled for April 3, 2023.**

ATTEST:

Aaron Thompson, Mayor

Shauna Johnson, Deputy City Clerk

**GOODLAND CITY COMMISSION
Special Commission
Work Session**

March 29, 2023

5:00 P.M.

Present at work session are Mayor Aaron Thompson, Vice-Mayor J. J. Howard, Commissioner Ann Myers, Commissioner Brook Redlin and Commissioner Jason Showalter.

Also present from the City were Dustin Bedore – Director of Electric Utilities, Joshua Jordan – IT Director, Mary Volk - City Clerk and Kent Brown - City Manager.

Work session for KMEA 101

Tyson McGreer and Tom Saitta, Representatives from Kansas Municipal Energy Agency (KMEA) presented the Commission KMEA Electricity 101 information. No formal action was taken by the City Commission, but general information on electricity production and transmission was discussed.

Work Session ended at 7:03 p.m.

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				

3784 AMAZON CAPITAL SERVICES										
11DF-YTX3-WGFM	1	3/27/23		EASEL, STICKY NOTES, EASEL PAD	11-02-3120			160.54	66417	4/03/23
11DF-YTX3-WGFM	2	3/27/23		OFFICE SUPPLIES	11-02-3120			58.48	66417	4/03/23
14GJ-LQRG-D934	1	3/18/23		THERMAL & CALC TAPE, TRASHBAGS	11-02-3120			144.92	66417	4/03/23
14M1-VH3L-7K7T	1	3/09/23		INK CARTRIDGE	21-42-3120			20.58	66417	4/03/23
16CK-V4D6-FKM1	1	3/04/23	19922	BATTERY BACKUP	11-04-3060			66.45	66417	4/03/23
16CK-V4D6-FKM1	2	3/04/23	19922	BATTERY BACKUP/IT BACKBONE	36-01-4010			132.90	66417	4/03/23
16CK-V4D6-FKM1	3	3/04/23	19922	WALL PLATE KEYSTONE	36-01-4010			9.39	66417	4/03/23

AMAZON CAPITAL SERVICES								593.26		
2871 AMERICAN FAMILY LIFE										
PR20230324	1	3/24/23		AFLAC CANCER	11-00-0012	N		33.18	3045702	3/31/23 E
PR20230324	2	3/24/23		AFLAC CANCER	15-00-0012	N		16.02	3045702	3/31/23 E
PR20230324	3	3/24/23		AFLAC ACCIDENT	11-00-0012	N		85.02	3045702	3/31/23 E
PR20230324	4	3/24/23		AFLAC ACCIDENT	15-00-0012	N		102.36	3045702	3/31/23 E
PR20230324	5	3/24/23		AFLAC ACCIDENT	21-00-0012	N		31.26	3045702	3/31/23 E
PR20230324	6	3/24/23		AFLAC DENTAL	15-00-0012	N		34.44	3045702	3/31/23 E
PR20230324	7	3/24/23		AFLAC ST DISB	11-00-0012	N		43.08	3045702	3/31/23 E
PR20230324	8	3/24/23		AFLAC ST DISB	15-00-0012	N		65.28	3045702	3/31/23 E
PR20230324	9	3/24/23		AFLAC ST DISB	21-00-0012	N		35.58	3045702	3/31/23 E
PR20230324	10	3/24/23		AFLAC LIFE RIDR	15-00-0012	N		2.76	3045702	3/31/23 E
PR20230324	11	3/24/23		AFLAC LIFE	11-00-0012	N		36.33	3045702	3/31/23 E
PR20230324	12	3/24/23		AFLAC LIFE	21-00-0012	N		21.46	3045702	3/31/23 E
PR20230324	13	3/24/23		SPEC HLTH EVENT	11-00-0012	N		20.10	3045702	3/31/23 E
PR20230324	14	3/24/23		SPEC HLTH EVENT	23-00-0012	N		13.62	3045702	3/31/23 E
PR20230324	15	3/24/23		AFLAC HOSP CONF	11-00-0012	N		51.96	3045702	3/31/23 E

AMERICAN FAMILY LIFE								592.45		
1389 AMERICAN FID										
PR20230324	1	3/24/23		AF CANCER AT	11-00-0012	N		29.35	3045699	3/31/23 E
PR20230324	2	3/24/23		AF CANCER AT	15-00-0012	N		21.85	3045699	3/31/23 E
PR20230324	3	3/24/23		AF CANCER AT	21-00-0012	N		9.90	3045699	3/31/23 E
PR20230324	4	3/24/23		AMER FID CANCER	11-00-0012	N		116.84	3045699	3/31/23 E
PR20230324	5	3/24/23		AMER FID CANCER	15-00-0012	N		137.85	3045699	3/31/23 E
PR20230324	6	3/24/23		AMER FID CANCER	21-00-0012	N		26.95	3045699	3/31/23 E
PR20230324	7	3/24/23		AMER FID LIFE	11-00-0012	N		222.72	3045699	3/31/23 E
PR20230324	8	3/24/23		AMER FID LIFE	15-00-0012	N		229.78	3045699	3/31/23 E
PR20230324	9	3/24/23		AMER FID LIFE	21-00-0012	N		114.75	3045699	3/31/23 E
PR20230324	10	3/24/23		AM FID ACCIDENT	11-00-0012	N		67.85	3045699	3/31/23 E
PR20230324	11	3/24/23		AM FID ACCIDENT	15-00-0012	N		84.75	3045699	3/31/23 E
PR20230324	12	3/24/23		AM FID HOSPITAL	11-00-0012	N		26.99	3045699	3/31/23 E
PR20230324	13	3/24/23		AM FID HOSPITAL	15-00-0012	N		26.99	3045699	3/31/23 E
PR20230324	14	3/24/23		AM FID HOSPITAL	21-00-0012	N		15.93	3045699	3/31/23 E
PR20230324	15	3/24/23		AM FD DISABILTY	11-00-0012	N		112.72	3045699	3/31/23 E
PR20230324	16	3/24/23		AF CRITICAL CR	11-00-0012	N		13.94	3045699	3/31/23 E
PR20230324	17	3/24/23		AF CRITICAL CR	15-00-0012	N		8.77	3045699	3/31/23 E

AMERICAN FID								1267.93		
1390 AMERICAN FIDELITY										
PR20230324	1	3/24/23		AF MED REIMBURS	11-00-0012	N		320.83	3045700	3/31/23 E
PR20230324	2	3/24/23		AF MED REIMBURS	15-00-0012	N		274.17	3045700	3/31/23 E

INVOICE NO	LN	DATE	PO NO	REFERENCE	TRACK		1099	NET	CHECK	PD DATE
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PR20230324	3	3/24/23		1390 AMERICAN FIDELITY AF MED REIMBURS		21-00-0012	N	114.59	3045700	3/31/23 E
				AMERICAN FIDELITY				709.59		
8001861181	1	3/22/23		1778 APAC, INC.-SHEARS COLD MIX		11-11-3120		867.83	66418	4/03/23
				APAC, INC.-SHEARS				867.83		
7062	1	3/23/23		3957 BEDORE, DUSTIN FUEL/KMEA MEETING BEDORE		15-42-2190		15.00	66419	4/03/23
7062	2	3/23/23		FUEL/KMEA MEETING BEDORE		15-40-2190		15.00	66419	4/03/23
				BEDORE, DUSTIN				30.00		
GEN23-137	1	3/21/23		374 BLACK HILLS ENERGY GAS CHARGES/CEMETERY		11-19-2100		460.65	66420	4/03/23
GEN23-138	1	3/22/23		GAS CHARGES/PD		11-03-2100		1423.50	66420	4/03/23
GEN23-139	1	3/27/23		GAS CHARGES/POWER PLANT		15-40-2090		486.98	66420	4/03/23
				BLACK HILLS ENERGY				2371.13		
251386	1	3/20/23		337 BUTTS, ROD FABRICATE MAN HOLE COVERS X 3		23-43-3050	M	1575.00	66421	4/03/23
				BUTTS, ROD				1575.00		
32700	1	3/21/23		122 COMMERCIAL SIGN COMPANY I PD VEHICLHE GRAPHICS		36-01-4010		1850.00	66422	4/03/23
				COMMERCIAL SIGN COMPANY I				1850.00		
0009746025-001	1	3/08/23	16925	942 CPS DISTRIBUTORS TIMER FOR SPRINKLER SYSTEM		11-25-3060		239.71	66423	4/03/23
				CPS DISTRIBUTORS				239.71		
0830-15	1	3/20/23		2682 DESIGNS EMBROIDER JEANS/SHIRTS		15-40-3160	M	26.16	66424	4/03/23
				DESIGNS				26.16		
14435	1	3/28/23		517 EVANS, BIERLY, HUTCHISON & AIRPORT SEAL & PAINT		31-01-2040	M	5000.00	66425	4/03/23
14438	1	3/28/23		SNOW REMOVAL EQUIPMENT		31-01-2040	M	6200.59	66425	4/03/23
				EVANS, BIERLY, HUTCHISON &				11200.59		
1571730	1	2/21/23		211 FARM PLAN 5/16X25' FUEL LINE/JD TRAC4320		11-15-3060		26.03	66426	4/03/23
2276583	1	2/20/23		4" HOSE/#79 VACTRON		21-42-3060		191.62	66426	4/03/23
2276908	1	2/21/23		HYDRAULIC RESERVOIR		11-11-3060		62.91	66426	4/03/23

INVOICE NO	LN	DATE	PO NO	REFERENCE	TRACK		1099	NET	CHECK	PD DATE
					CD	GL ACCOUNT				
				FARM PLAN				280.56		
				187 GADES SALES COMPANY						
0084387	1	3/22/23	20076	12" LED TRAFFIC LIGHTS X 8		15-42-3010		484.86	66427	4/03/23
				GADES SALES COMPANY				484.86		
				218 GOODLAND POST OFFICE						
GEN23-141	1	3/20/23		FIRST CLASS PERMIT		15-44-3130		290.00	66428	4/03/23
				GOODLAND POST OFFICE				290.00		
				4001 GRABENSTEIN, TINE						
GEN23-127	1	3/15/23		OVERPAYMENT ON ACCT		15-44-3180		12.01	66429	4/03/23
				GRABENSTEIN, TINE				12.01		
				4002 GREAT PLAINS ASBESTOS CON						
GEN23-140	1	3/28/23		FLOW METER DEPOSIT		22-01-5100		750.00	66430	4/03/23
GEN23-140	2	3/28/23		FLOW METER INTEREST		21-42-2350		5.40	66430	4/03/23
				GREAT PLAINS ASBESTOS CON				755.40		
				3610 GUYER, JONI R.						
GEN23-128	1	4/03/23		CEMETERY CARE/APRIL 2023		11-19-2140	M	3916.66	66431	4/03/23
				GUYER, JONI R.				3916.66		
				3855 HAM TOOLS						
D21898	1	3/20/23		LED RECHARGABLE TORK & WORK		11-11-3020		65.00	66432	4/03/23
				HAM TOOLS				65.00		
				391 HOOVER LUMBER						
318015	1	2/27/23		SCREWS, STUDS, 2X4'S/SCCD FENC		15-42-3120		169.07	66434	4/03/23
318110	1	2/28/23		3/4 X 8X6 PICKETS		11-15-3060		175.60	66434	4/03/23
318112	1	2/28/23		CREDIT PICKETS		11-15-3060		50.40-	66434	4/03/23
318145	1	3/01/23		10Y PHOTO SMK & CO		11-13-3030		49.49	66434	4/03/23
318163	1	3/01/23		3/8" SOCKET ADAPTER		11-11-3020		5.93	66434	4/03/23
318237	1	3/02/23		CREDIT/FENCE PICKETS		11-15-3060		22.76-	66434	4/03/23
318311	1	3/03/23		BLADES, POWER BIT, COMPOSIT		11-11-3120		98.95	66434	4/03/23
318404	1	3/06/23		BLOCK CONCRETE 4X8X16		21-42-3050		52.00	66434	4/03/23
318423	1	3/06/23		LED STRIP LIGHT 48"/RESTROOM		11-23-3030		49.99	66434	4/03/23
318440-TAX	1	3/07/23		GLOSS BLACK PAINT		15-40-3060		26.20	66434	4/03/23
318454	1	3/07/23		STUDS, SCREWS, DOWELS		11-17-3120		82.44	66434	4/03/23
318456	1	3/07/23		BREAKER/CEMETERY CHAPEL		11-19-3120		17.26	66434	4/03/23
318466	1	3/07/23		BREAKER SQ D 20AMP 3/4"		15-42-3050		38.04	66434	4/03/23
318483	1	3/08/23		LED LIGHTS/PARKS		11-15-3120		17.98	66434	4/03/23
318492	1	3/08/23		SPRAY GLUE		11-11-3120		12.58	66434	4/03/23
318492	2	3/08/23		SOCKET ADAPTER 1/4X3/8		11-11-3020		8.98	66434	4/03/23
318500	1	3/08/23		BLACK GLOSS PAINT		15-40-3060		26.20	66434	4/03/23
318586	1	3/09/23		PVC PIPE, 1/2" X 10		11-11-3120		28.76	66434	4/03/23
318847	1	3/15/23		CONCRETE MIX		15-40-3030		21.22	66434	4/03/23
318856	1	3/15/23		CLAMP 3/4 TO 1 3/4"		15-42-3010		6.19	66434	4/03/23

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391 HOOVER LUMBER										
319135	1	3/21/23		36" PICKUP TOOL		11-11-3020		24.29	66434	4/03/23
319137	1	3/21/23		PAINT TRAY AND LINERS		11-23-3030		5.32	66434	4/03/23
319378-TAX	1	3/27/23		ANTI SLIP TAPE		15-42-3120		12.08	66434	4/03/23
412949	1	3/06/23		HINGES, BRACKETS,BOLTS/SCCD		15-42-3120		78.48	66434	4/03/23
413392	1	3/08/23		DOWEL 1X48"		11-17-3120		8.63	66434	4/03/23

								942.52		
663 JD FINANCIAL-ORSCHELN										
0360	1	3/13/23		DOG FOOD		11-03-3250		53.99	66435	4/03/23
0563	1	3/15/23		POTTING MIX/SUNFLOWER PLANTERS		11-15-3120		77.94	66435	4/03/23
9548	1	3/06/23		JEANS/SCOTT		11-15-3160		43.18	66435	4/03/23
9642	1	3/07/23		HEATER FOR CHAPEL		11-19-3120		74.99	66435	4/03/23
9765	1	3/08/23		STALL MATS FOR DOG PARK		11-15-3060		74.98	66435	4/03/23

								325.08		
1072 KANSAS PAYMENT CENTER										
PR20230324	1	3/24/23		INCOME WITHOLD		11-00-0012	N	96.46	3045698	3/31/23 E

								96.46		
3392 KLING, JAKE D.										
GEN23-129	1	4/03/23		ATTORNEY FEES/APRIL 2023		11-02-2140	M	4208.33	66436	4/03/23

								4208.33		
1152 KS DEPT.OF HEALTH &ENVIRO										
GEN23-141	1	4/03/23		S-UR09-0039/RUNWAY		31-01-2040		60.00	66437	4/03/23

								60.00		
523 KS PUBLIC EMP. RETIREMENT										
PR20230324	1	3/24/23		KPERS		11-00-0012	N	2188.25	3045697	3/31/23 E
PR20230324	2	3/24/23		KPERS		15-00-0012	N	1936.24	3045697	3/31/23 E
PR20230324	3	3/24/23		KPERS		21-00-0012	N	372.53	3045697	3/31/23 E
PR20230324	4	3/24/23		KPERS		23-00-0012	N	312.05	3045697	3/31/23 E
PR20230324	5	3/24/23		KPERS II		11-00-0012	N	1710.54	3045697	3/31/23 E
PR20230324	6	3/24/23		KPERS II		15-00-0012	N	1246.80	3045697	3/31/23 E
PR20230324	7	3/24/23		KPERS II		21-00-0012	N	87.76	3045697	3/31/23 E
PR20230324	8	3/24/23		KPERS II		23-00-0012	N	87.76	3045697	3/31/23 E
PR20230324	9	3/24/23		KPERS III		11-00-0012	N	3275.85	3045697	3/31/23 E
PR20230324	10	3/24/23		KPERS III		15-00-0012	N	1324.83	3045697	3/31/23 E
PR20230324	11	3/24/23		KPERS III		21-00-0012	N	570.45	3045697	3/31/23 E
PR20230324	12	3/24/23		KPERS D&D		11-00-0012	N	497.19	3045697	3/31/23 E
PR20230324	13	3/24/23		KPERS D&D		15-00-0012	N	312.40	3045697	3/31/23 E
PR20230324	14	3/24/23		KPERS D&D		21-00-0012	N	71.44	3045697	3/31/23 E
PR20230324	15	3/24/23		KPERS D&D		23-00-0012	N	27.70	3045697	3/31/23 E

								14021.79		
3415 MCCONNELL & ASSOCIATES										
2303-071903	1	3/10/23	19794	COLD PATCH		11-11-3120		974.14	66438	4/03/23

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3415 MCCONNELL & ASSOCIATES										

MCCONNELL & ASSOCIATES								974.14		
2104 NATIONWIDE TRUST CO. FSB										
PR20230324	1	3/24/23		NATIONWIDE TRST	11-00-0012		N	325.00	3045701	3/31/23 E
PR20230324	2	3/24/23		NATIONWIDE TRST	15-00-0012		N	265.00	3045701	3/31/23 E

NATIONWIDE TRUST CO. FSB								590.00		
3502 O'REILLY AUTO PARTS										
5617-220407	1	3/21/23		WINDOW REGULATOR/#5	21-42-3060			52.83	66439	4/03/23
5617-220473	1	3/23/23		SHIFT MECH/#5	21-42-3060			75.46	66439	4/03/23
5617-220502	1	3/23/23		DPF PRES SN/2013 RAM 5500	15-42-3060			205.02	66439	4/03/23
5617-220552	1	3/24/23		COOLANT HOSE	15-40-3060			13.56	66439	4/03/23

O'REILLY AUTO PARTS								346.87		
2401 PAW WASH										
GEN23-130	1	4/03/23		ANIMAL CONTROL/APRIL 2023	11-05-2140			2100.00	66440	4/03/23

PAW WASH								2100.00		
3701 PETERBILT OF GOODLAND										
GP32389	1	3/14/23		CLAMP & BRACKETS/#82	11-11-3060			171.01	66441	4/03/23
GS5273	1	3/16/23		CLEAN BOOST PRESSURE SENSOR#10	11-11-3060			280.55	66441	4/03/23

PETERBILT OF GOODLAND								451.56		
3759 PRAIRIESPRINGS HOSPITALIT										
GEN23-135	1	4/03/23		SALES TAX REIMB/MARCH 2023	28-01-2050			5233.47	66442	4/03/23

PRAIRIESPRINGS HOSPITALIT								5233.47		
1683 PRINCIPAL MUTUAL LIFE INS										
PR20230324	1	3/24/23		PRIN. MUTUAL	11-00-0012		N	104.52	66415	3/31/23
PR20230324	2	3/24/23		PRIN. MUTUAL	15-00-0012		N	286.73	66415	3/31/23

PRINCIPAL MUTUAL LIFE INS								391.25		
1442 S & T COMMUNICATIONS, INC										
10743178	1	4/01/23		ALARMS	11-17-2180			12.56	66443	4/03/23
10743178	2	4/01/23		ALARMS	15-44-2180			37.68	66443	4/03/23
10743178	3	4/01/23		ALARMS	23-41-2180			11.07	66443	4/03/23
10743178	4	4/01/23		TECH FEE	21-40-2180			9.95	66443	4/03/23
10743178	5	4/01/23		CREDIT/INTERNET	21-40-2180			14.18-	66443	4/03/23
10743178	6	4/01/23		ALARM	21-40-2180			12.63	66443	4/03/23

S & T COMMUNICATIONS, INC								69.71		
407 SALINA SUPPLY COMPANY										
S100229787.009	1	3/02/23	19890	1" CORP STOP, CC X 6	21-00-0006			530.16	66444	4/03/23
S100237359.002	1	3/02/23	20091	EJECTOR REPAIR KITS X 10	21-40-3060			665.44	66444	4/03/23
S100239082.001	1	3/16/23	20095	TAP SADDLES, REPAIR CLAMPS	21-42-3050			3755.13	66444	4/03/23

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407 SALINA SUPPLY COMPANY										
S100239082.002	1	3/07/23	20095	REPAIR CLAMP		21-42-3050		68.35	66444	4/03/23
S100239082.004	1	3/16/23	20095	REPAIR CLAMP 2"x7.5" X 1		21-42-3050		189.66	66444	4/03/23
S100239082.005	1	3/16/23	20095	3/4" CURB STOP		21-42-3050		576.69	66444	4/03/23

								5785.43		
2265 SCHERMERHORN, KATHY										
GEN23-131	1	4/03/23		ANIMAL CONTROL/APRIL 2023		11-05-2140	M	1500.00	66445	4/03/23

								1500.00		
3882 SHERMAN CO ATTORNEY TRUST										
GEN23-132	1	3/23/23		FORFEITURE		19-01-2200		946.20	66446	4/03/23
GEN23-133	1	3/23/23		FORFEITURE		19-01-2200		275.50	66446	4/03/23

								1221.70		
427 SHORES NAPA										
270914	1	2/27/23		ZIP TIES/BATTING CAGES		11-23-3030		33.98	66451	4/03/23
270935	1	2/27/23		OIL FILTER/#45		11-06-3170		4.00	66451	4/03/23
270939	1	2/27/23		POLE CAPS/SCCD FENCE		15-42-3120		17.91	66451	4/03/23
270952	1	2/27/23		CAPS/SCCD FENCE		15-42-3120		1.99	66451	4/03/23
271004	1	2/28/23		BRUSH, PIPE CLAMP/SCCD FENCE		15-42-3120		40.15	66451	4/03/23
271020	1	2/28/23		RETURN PIPE CLAMPS		15-42-3120		21.98-	66451	4/03/23
271021	1	2/28/23		LINSEED OIL/ODORLESS MINEERAL		15-42-3120		67.56	66451	4/03/23
271119	1	3/01/23		GRADE 3 NUTS		15-40-3120		1.09	66451	4/03/23
271121	1	3/01/23		SILICONE SPRAY, KEY		11-15-3120		9.18	66451	4/03/23
271225	1	3/02/23		ADAPTER & COUPLER		11-15-3020		11.02	66451	4/03/23
271276	1	3/02/23		MEASURE WHEEL		11-11-3020		149.99	66451	4/03/23
271287	1	3/02/23		MEASURE WHEEL/RETURN/NEW		11-11-3020		77.00-	66451	4/03/23
271390	1	3/03/23		PAINT MARKER, GLOVES, MARKERS		15-40-3120		102.42	66451	4/03/23
271453	1	3/03/23		ANCHORS, HAMMER DRILL 1/4X4X6		15-42-3120		6.28	66451	4/03/23
271598	1	3/06/23		LIGHTS		11-11-3170		9.90	66451	4/03/23
271700	1	3/07/23		STEEL WOOL		11-11-3120		6.99	66451	4/03/23
271726	1	3/07/23		KRYLON RUST TOUGH, SANDING DIS		11-11-3120		35.00	66451	4/03/23
271729	1	3/07/23		OUTLET COVER		15-42-3120		6.06	66451	4/03/23
271736	1	3/07/23		LAG HOOKS, WOODEN DOWELS		11-17-3120		60.92	66451	4/03/23
271865	1	3/08/23		CHIPPING BRUSH		15-42-3120		10.01	66451	4/03/23
271876	1	3/08/23		DISPOSABLE GLOVES		21-42-3120		43.05	66451	4/03/23
271883	1	3/08/23		CORED END/DROP CORD		11-15-3020		4.99	66451	4/03/23
271941	1	3/09/23		25# ICE MELT		21-40-3040		6.99	66451	4/03/23
271958	1	3/09/23		FLOODLIGHT, BATTERY, BULBS		15-40-3020		245.52	66451	4/03/23
272025	1	3/09/23		DRAWER LOCK, WINDOW SEAL		11-11-3170		10.48	66451	4/03/23
272099	1	3/10/23		BLADE, MARKER		15-42-3120		14.04	66451	4/03/23
272274	1	3/13/23		OIL/AIR FILTER #34		21-40-3170		30.01	66451	4/03/23
272310	1	3/13/23		CART PLEX X 12		23-41-3060		70.56	66451	4/03/23
272332	1	3/13/23		ALTERNATOR		15-42-3060		135.20	66451	4/03/23
272337	1	3/13/23		PAINT ROLLERS X 3		15-40-3120		22.09	66451	4/03/23
272528	1	3/15/23		GOGGLES		11-15-3160		14.99	66451	4/03/23
272540	1	3/15/23		SCREWS, CLAMPS, BRACKETS		15-42-3010		25.10	66451	4/03/23
272569	1	3/15/23		GLOVES		15-40-2310		32.69	66451	4/03/23
272569	2	3/15/23		BATTERY/M18 HD12.0		15-40-3020		281.63	66451	4/03/23
272569	3	3/15/23		MULTILAYERED OZZY MAT		15-40-3060		258.41	66451	4/03/23

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427 SHORES NAPA										
272722	1	3/16/23		PREEMERGENT/CITY OFFICE		11-02-3120		15.00	66451	4/03/23
272722	2	3/16/23		PREEMERGENT/ARTS CENTER		11-02-3120		15.00	66451	4/03/23
272722	3	3/16/23		PREEMERGENT/MUSEUM		11-17-3120		15.00	66451	4/03/23
272722	4	3/16/23		PREEMERGENT/POWER PLANT		15-40-3120		15.00	66451	4/03/23
272722	5	3/16/23		PREEMERGENT/WELCOME CENTER		11-02-3120		15.00	66451	4/03/23
272722	6	3/16/23		PREEMERGENT/WATER PARK		11-25-3120		75.00	66451	4/03/23
272729	1	3/16/23		FUSE HOLER/PD NEW VEHICHLE		36-01-4010		11.76	66451	4/03/23
272776	1	3/17/23		PAPER TOWELS		11-15-3120		9.98	66451	4/03/23
272970	1	3/20/23		DEX COOLANT, EXT LIFE GAL		11-11-3170		113.64	66451	4/03/23
272999	1	3/20/23		OIL/AIR FILTER, 2.5 DEF/#80		21-42-3060		90.24	66451	4/03/23
273052	1	3/21/23		BLUE DEF 2.5 GALLON		11-11-3060		17.23	66451	4/03/23
273056	1	3/21/23		BRAKE PADS/#80		21-42-3060		40.99	66451	4/03/23
273066	1	3/21/23		LIGHTS, #30		11-11-3060		17.74	66451	4/03/23
273096	1	3/21/23		GRABBER		11-11-3020		29.99	66451	4/03/23
273137	1	3/21/23		MILK HOUSE HEATER/CONCESSIONS		11-23-3110		37.99	66451	4/03/23
273220	1	3/22/23		PLUGS/BALL PARK HEATERS		11-23-3030		5.18	66451	4/03/23
273270	1	3/23/23		ADAPTER		11-23-3060		1.36	66451	4/03/23
273270	2	3/23/23		HEATER/BASEBALL CONCESSION		11-23-3110		37.99	66451	4/03/23
273311	1	3/23/23		TOOLS		11-15-3020		20.43	66451	4/03/23
273367	1	3/24/23		DOOR KNOB		21-42-3060		9.17	66451	4/03/23
273374	1	3/24/23		FLARENUT SET, PASTE		11-15-3020		21.61	66451	4/03/23
273375	1	3/24/23		HEATER/BATHROOMS BALLPARKS		11-23-3110		37.99	66451	4/03/23
273389	1	3/24/23		EXACT FIT WIPERS		15-42-3060		16.79	66451	4/03/23
273438	1	3/24/23		HOSE, DISPOSABLE GLOVES		15-40-3060		18.90	66451	4/03/23
273445	1	3/24/23		STICK HOSE		15-40-3060		10.39	66451	4/03/23

SHORES NAPA								2370.59		
438 STANION WHOLESALE ELECTRI										
5483885-00	1	2/14/23	20065	GREEN METER SEALS X 1000		15-42-3050		588.60	66452	4/03/23
5483885-01	1	2/28/23	20065	RED DEMAND SEALS		15-42-3050		218.00	66452	4/03/23
5483885-02	1	3/28/23	20065	GREEN METER SEALS X 3000		15-42-3050		1765.80	66452	4/03/23
5502701-00	1	3/14/23	20073	SATCO 45W LED CORN LIGHTBULB		15-42-3010		231.78	66452	4/03/23
5505645-00	1	3/21/23	20083	50 AMP FUSE X 3 FOR BOILER		15-40-3060		96.30	66452	4/03/23

STANION WHOLESALE ELECTRI								2900.48		
4004 SYN-TECH SYSTEMS										
263985	1	3/09/23		TECHNICAL SUPPORT/FUEL SYSTEM		11-11-2140		73.00	66453	4/03/23

SYN-TECH SYSTEMS								73.00		
1736 TK ELEVATOR										
3006993963	1	1/01/23		ELEVATOR MAINTENANCE		11-02-2140		513.11	66454	4/03/23

TK ELEVATOR								513.11		
2159 TRIPLETT INC										
GEN23-136	1	4/03/23		SALES TAX REIMB		28-01-2060		4433.87	66455	4/03/23

TRIPLETT INC								4433.87		

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				2784 USD # 352							
GEN23-134	1	4/03/23		SCHOOL TAX		11-02-2050		28008.81	66456	4/03/23	
				USD # 352				28008.81			
				2895 VISION CARE DIRECT ADM.							
PR20230324	1	3/24/23		VISION CARE DIR		11-00-0012	N	107.47	66416	3/31/23	
PR20230324	2	3/24/23		VISION CARE DIR		15-00-0012	N	122.98	66416	3/31/23	
				VISION CARE DIRECT ADM.				230.45			
				640 WAL*MART							
04247	1	3/07/23		OFFICE SUPPLIES		15-40-3120		113.74	66457	4/03/23	
06020	1	2/21/23		VACUUM		15-40-3120		194.02	66457	4/03/23	
06776	1	3/09/23		MUSLIN		36-01-4010		70.15	66457	4/03/23	
07560	1	2/24/23		COFFEE/CHOCOLATE		11-02-3120		28.90	66457	4/03/23	
08461	1	3/16/23		CLEANING SUPPLIES		11-11-3120		60.32	66457	4/03/23	
08461	2	3/16/23		BANDAIDS		11-11-2310		16.24	66457	4/03/23	
7193	1	3/08/23		CLEANING/OFFICE SUPPLIES		11-02-3120		37.56	66457	4/03/23	
7193	2	3/08/23		LYSOL SPRAY & CLEANER		11-06-3120		18.35	66457	4/03/23	
				WAL*MART				539.28			
				2899 WEAR PARTS & EQUIP CO							
420731	1	3/17/23		3/4X8X6 GRADER BLADES X 2		11-11-3060		321.94	66458	4/03/23	
				WEAR PARTS & EQUIP CO				321.94			
				4003 WESTERN KS CHILD ADVOCACY							
GEN23-141	1	4/03/23		2023 FUNDING		11-02-2200		1500.00	66459	4/03/23	
				WESTERN KS CHILD ADVOCACY				1500.00			
				3175 WESTHUSING'S INC							
18228	1	3/10/23		FUEL PUMP TESTING		11-11-2140		348.88	66460	4/03/23	
				WESTHUSING'S INC				348.88			
				3194 WOOFTER PUMP & WELL							
GEN23-126	1	3/21/23		FLOW METER DEPOSIT		22-01-5100		750.00	66414	3/21/23	
GEN23-126	2	3/21/23		FLOW METER INTEREST		21-42-2350		4.13	66414	3/21/23	
				WOOFTER PUMP & WELL				754.13			
							***** REPORT TOTAL *****		107440.99		

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	4,006.49		
11-00-0001	GENERAL OPERATING CASH	SS/MED EMPE GEN		4,006.49	1
15-00-0011	ELECTRIC EMP TAX A/P	SS/MED EMPE ELE	2,368.26		
15-00-0001	ELECTRIC CASH	SS/MED EMPE ELE		2,368.26	1
21-00-0011	WATER EMP TAX A/P	SS/MED EMPE WAT	532.02		
21-00-0001	WATER CASH	SS/MED EMPE WAT		532.02	1
23-00-0011	SEWER EMP TAX A/P	SS/MED EMPE SEW	210.92		
23-00-0001	SEWER CASH	SS/MED EMPE SEW		210.92	1
11-00-0011	GENERAL EMP TAX A/P	SS/MED EMPE GEN	4,006.49		
11-00-0001	GENERAL OPERATING CASH	SS/MED EMPE GEN		4,006.49	1
15-00-0011	ELECTRIC EMP TAX A/P	SS/MED EMPE ELE	2,368.26		
15-00-0001	ELECTRIC CASH	SS/MED EMPE ELE		2,368.26	1
21-00-0011	WATER EMP TAX A/P	SS/MED EMPE WAT	532.02		
21-00-0001	WATER CASH	SS/MED EMPE WAT		532.02	1
23-00-0011	SEWER EMP TAX A/P	SS/MED EMPE SEW	210.92		
23-00-0001	SEWER CASH	SS/MED EMPE SEW		210.92	1
11-00-0011	GENERAL EMP TAX A/P	FED TAX GEN	4,035.07		
11-00-0001	GENERAL OPERATING CASH	FED TAX GEN		4,035.07	1
15-00-0011	ELECTRIC EMP TAX A/P	FED TAX ELE	1,979.32		
15-00-0001	ELECTRIC CASH	FED TAX ELE		1,979.32	1
21-00-0011	WATER EMP TAX A/P	FED TAX WAT	507.61		
21-00-0001	WATER CASH	FED TAX WAT		507.61	1
23-00-0011	SEWER EMP TAX A/P	FED TAX SEW	124.97		
23-00-0001	SEWER CASH	FED TAX SEW		124.97	1
11-00-0011	GENERAL EMP TAX A/P	STATE TAX GEN	2,098.78		
11-00-0001	GENERAL OPERATING CASH	STATE TAX GEN		2,098.78	1
15-00-0011	ELECTRIC EMP TAX A/P	STATE TAX ELE	1,253.00		
15-00-0001	ELECTRIC CASH	STATE TAX ELE		1,253.00	1
21-00-0011	WATER EMP TAX A/P	STATE TAX WAT	281.99		
21-00-0001	WATER CASH	STATE TAX WAT		281.99	1
23-00-0011	SEWER EMP TAX A/P	STATE TAX SEW	114.37		
23-00-0001	SEWER CASH	STATE TAX SEW		114.37	1
07-01-5030	SELF INSUR BCBS STOP LOSS PYMT	STOP LOSS 0321	8,448.85-		
07-00-0001	SELF INSUR CASH	STOP LOSS 0321		8,448.85-	1
07-01-5030	SELF INSUR BCBS STOP LOSS PYMT	STOP LOSS 03/28	2,313.26		
07-00-0001	SELF INSUR CASH	STOP LOSS 03/28		2,313.26	1
15-40-1050	ELEC. PROD. INSURANCE	UNEMP TAX ELPR	69.33		
14-00-0001	SALE TAX CASH	UNEMP TAX ELPR		69.33	1
15-42-1050	ELEC. DIST. INSURANCE	UNEMP TAX ELDI	98.41		
15-00-0001	ELECTRIC CASH	UNEMP TAX ELDI		98.41	1
15-42-1050	ELEC. DIST. INSURANCE	UNEMP TAX ELCG	46.69		
15-00-0001	ELECTRIC CASH	UNEMP TAX ELCG		46.69	1
21-40-1050	WATER PROD. INSURANCE	UNEMP TAX WAPR	21.22		
21-00-0001	WATER CASH	UNEMP TAX WAPR		21.22	1
21-42-1050	WATER DIST. INSURANCE	UNEMP TAX WADI	31.22		
21-00-0001	WATER CASH	UNEMP TAX WADI		31.22	1
23-41-1050	SEWER TREATMENT INSURANCE	UNEMP TAX SETR	6.80		
23-00-0001	SEWER CASH	UNEMP TAX SETR		6.80	1
23-43-1050	SEWER COLL. INSURANCE	UNEMP TAX SECO	13.74		
23-00-0001	SEWER CASH	UNEMP TAX SECO		13.74	1
45-01-5040	EMP BENEFIT REMIT TO UNEMP INS	UNEMP TAX GF	378.54		

JRNL ID/ ACCOUNT NUMBER	OTHER NUMBER/ ACCOUNT TITLE	OTHER REFERENCE/ REFERENCE	DEBIT	CREDIT	BANK #
45-00-0001	EMP BENEFITS CASH	UNEMP TAX GF		378.54	1
15-00-0010	ELECTRIC A/C PAYABLE	GWORKS CC FEES	179.33		
15-00-0001	ELECTRIC CASH	GWORKS CC FEES		179.33	1
Journal Total :			19,340.18	19,340.18	
Sub Total			19,340.18	19,340.18	
** Report Total **			19,340.18	19,340.18	

FUND	NAME	DEBITS	CREDITS
07	SELF INSURANCE	6,135.59-	6,135.59-
11	GENERAL	14,146.83	14,146.83
14	SALES TAX	.00	69.33
15	ELECTRIC UTILITY	8,362.60	8,293.27
21	WATER UTILITY	1,906.08	1,906.08
23	SEWER UTILITY	681.72	681.72
45	EMPLOYEE BENEFIT	378.54	378.54
TOTALS		19,340.18	19,340.18

** 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	6,135.59-	6,135.59
07-01-5030	SELF INSUR BCBS STOP LOSS PYMT	6,135.59-	.00	6,135.59-
11-00-0001	GENERAL OPERATING CASH	.00	14,146.83	14,146.83-
11-00-0011	GENERAL EMP TAX A/P	14,146.83	.00	14,146.83
14-00-0001	SALE TAX CASH	.00	69.33	69.33-
15-00-0001	ELECTRIC CASH	.00	8,293.27	8,293.27-
15-00-0010	ELECTRIC A/C PAYABLE	179.33	.00	179.33
15-00-0011	ELECTRIC EMP TAX A/P	7,968.84	.00	7,968.84
15-40-1050	ELEC. PROD. INSURANCE	69.33	.00	69.33
15-42-1050	ELEC. DIST. INSURANCE	145.10	.00	145.10
21-00-0001	WATER CASH	.00	1,906.08	1,906.08-
21-00-0011	WATER EMP TAX A/P	1,853.64	.00	1,853.64
21-40-1050	WATER PROD. INSURANCE	21.22	.00	21.22
21-42-1050	WATER DIST. INSURANCE	31.22	.00	31.22
23-00-0001	SEWER CASH	.00	681.72	681.72-
23-00-0011	SEWER EMP TAX A/P	661.18	.00	661.18
23-41-1050	SEWER TREATMENT INSURANCE	6.80	.00	6.80
23-43-1050	SEWER COLL. INSURANCE	13.74	.00	13.74
45-00-0001	EMP BENEFITS CASH	.00	378.54	378.54-
45-01-5040	EMP BENEFIT REMIT TO UNEMP INS	378.54	.00	378.54
TRANSACTION TOTALS		19,340.18	19,340.18	.00

PAYROLL REGISTER

ORDINANCE #2023-P07

3/31/2023

<u>DEPARTMENT</u>	<u>GROSS PAY</u>
GENERAL	53,150.63
ELECTRIC	31,722.92
WATER	7,143.03
SEWER	2,770.68
TOTAL	<u>94,787.26</u>

PASSED AND SIGNED THIS _____ DAY OF _____, 2023

CITY CLERK

MAYOR



AGENDA ITEM
CITY COMMISSION COMMUNICATION FORM

FROM: Felicity Jordan, Administrative Assistant

DATE: 4/3/23

ITEM: COWGIRLS STATE CHAMPIONSHIP DAY PROCLAMATION

NEXT STEP: Commission Information

ORDINANCE
 MOTION
 INFORMATION

A. **SUMMARY:**

This proclamation designates April 3rd, 2023 as “Goodland Cowgirls State Championship Day” in Goodland. This is the second year in a row that the Cowgirls have won the State Championship. We are very proud of the team and wish to honor them for their hard work, dedication, and athleticism.



PROCLAMATION
City of Goodland, Kansas

“Cowgirls Basketball State Championship”

April 3rd, 2023

WHEREAS, the City of Goodland celebrates the winning title of State Champions for the Goodland Cowgirls Basketball team and wishes to honor them for their hard work, dedication and athleticism; and

WHEREAS, the Goodland (KS) Cowgirls varsity basketball team won Saturday’s neutral state championship playoff game against Cheney (KS) by a score of 59-37; and

WHEREAS, Head Coach Bill Biermann and the entire coaching staff, team member parents, faculty and student body at Goodland High School were integral in guiding the team to victory through their unwavering support; and

WHEREAS, citizens of Goodland and fans of Goodland High school Athletics are proud of the accomplishments thus far of the Goodland Cowgirls Basketball Team, and

WHEREAS, the City of Goodland commends the Goodland Cowgirls for their teamwork, athleticism, and grace in the sport of basketball, and wishes them well in their future endeavors!

Now, Therefore, I, Aaron Thompson, Mayor of Goodland, and the entire City Commission do heartily congratulate the Goodland Cowgirls varsity basketball team and recognize April 3rd as

GOODLAND COWGIRLS STATE CHAMPIONSHIP DAY!

Aaron Thompson, Mayor



AGENDA ITEM
CITY COMMISSION COMMUNICATION FORM

FROM: Felicity Jordan, Administrative Assistant

DATE: 4/3/23

ITEM: National Public Safety Telecommunicators Week Proclamation

NEXT STEP: Commission Information

ORDINANCE
 MOTION
 INFORMATION

A. **SUMMARY:**

This proclamation designates April 9-15, 2023 as “National Public Safety Telecommunicators Week” in Goodland. Sherman County 911 Communications have contributed substantially to the apprehension of criminals, suppression of fires and treatment of patients, as well as ensuring the safety of our first responders. We would like to honor the women whose diligence and professionalism keep our city and citizens safe.



PROCLAMATION

“National Public Safety Telecommunicators Week”

April 9-15, 2023

Whereas emergencies can occur at any time that require police, fire or emergency medical services; and,

Whereas when an emergency occurs the prompt response of police officers, firefighters and emergency medical personnel is critical to the protection of life and preservation of property; and,

Whereas the safety of our police officers and firefighters is dependent upon the quality and accuracy of information obtained from citizens who telephone Sherman County 911 Communications; and,

Whereas Public Safety Telecommunicators are the first and most critical contact our citizens have with emergency services; and,

Whereas Public Safety Telecommunicators are the single vital link for our police officers firefighters and emergency medical personnel by monitoring their activities by radio, providing them information and ensuring their safety; and,

Whereas Public Safety Telecommunicators of Sherman County 911 Communications have contributed substantially to the apprehension of criminals, suppression of fires and treatment of patients; and,

Whereas each dispatcher has exhibited compassion, understanding and professionalism during the performance of their job in the past year;

Therefore Be It Resolved that the City Commission of Goodland, KS declares the week of April 9 through 15, 2023, to be National Public Safety Telecommunicators Week in honor of the women whose diligence and professionalism keep our city and citizens safe.

Signed this 3rd day of April, 2023

Mayor _____



AGENDA ITEM #
CITY COMMISSION COMMUNICATION FORM

FROM: Mary Volk, City Clerk

DATE: March 22, 2023

ITEM: Western KS Child Advocacy: 2024 Budget Request

NEXT STEP: Consideration during 2024 budget process

ORDINANCE
 MOTION
 INFORMATION

I. REQUEST OR ISSUE:

Western KS Advocacy has requested to make a presentation to the Commission. This request is for consideration during the 2024 budget process. Don Rivera will be present to make a presentation to the Commission on their behalf.

II. RECOMMENDED ACTION / NEXT STEP:

No action at this time as the request will be taken into consideration by the Commission during the 2024 Budget process.

III. FISCAL IMPACTS:

Request will be considered during 2024 budget process, so fiscal impact is unknown at this time.

IV. BACKGROUND INFORMATION:

During 2023 budget process the Commission approved a donation to Western KS Child Advocacy in the amount of \$1,500.



CITY COMMISSION COMMUNICATION FORM

FROM: Darin Neufeld, EBH
Kenton Keith, Street Superintendent
Kent Brown, City Manager

DATE: 4/3/2023

ITEM: Snow Removal Equipment - Airport

NEXT STEP: Recommendation to FAA for Award of Contract

ORDINANCE
 MOTION
 INFORMATION

I. REQUEST OR ISSUE: The Airport Board will review the recommendation to the City Commission to go ahead with alternate #1 from the Snow Removal Equipment Bid (snow blower attachment).

II. RECOMMENDED ACTION / NEXT STEP:
Approve or disapprove the alternate #1 bid as part of the Snow Removal Equipment bid.

III. FISCAL IMPACTS:
From the project description for the FAA
The FAA is considering the following project(s) as part of the FY 2023 Capital Improvement Program:

Acquire SRE (Carrier Vehicle and Snow Blade) \$479,250.00

Proposed Project Description Federal Share Requested

The project(s) scope of work and anticipated Federal share are based on your Airport Capital Improvement Plan (ACIP) Data Sheet.

Project Funded with Additional Grants.

FY 2023 Grant Numbers with estimated amounts

1. 3-20-0026-026-2023 | \$300,000.00 | AIP - 2023

2. 3-20-0026-027-2023 | \$179,250.00 | BIL - AIG - 2023

This matches the AEP planning number and what we are using for budget on the project.

Will be paid out of Airport Fund – with the grant process providing reimbursement.

Purchasing Policy procedures: PURCHASES IN EXCESS OF \$15,000. All purchases in excess of \$15,000 shall have the proper approval of the City Manager (up to \$25,000) and the Governing Body (in excess of \$25,000) after bids/proposals have been received.

Bid notices were published at the EBH plan room on February 27.

Bid notices were then published on the city's website and at bidnetdirect.com on March 1.

Bids will be opened 2 pm on March 20, 2023 at City Hall.

IV. BACKGROUND INFORMATION:

Staff will review bids when received and provide a bid tabulation at the Commission meeting along with staff recommendation.

Company	Model #	Price	Notes

FAA’s requirements - What you need to submit after the city opens bids

- Consultant Evaluation of Bids
- Sponsor Recommendation for Award of the Contract
- Bid Tabulation
- Buy American Certification Form
- Proposal of the Successful Bidder (Proposal Form, DBE Forms, etc.)

Upon receipt of the above information we will be in a position to evaluate the bids and offer our concurrence in award. Please note that any construction contract awards made prior to receipt of our letter could jeopardize Federal participation in the project.

Consequently, the Commission will be asked to recommend vendor/bidder for Award of the Contract to the FAA. Upon receipt, the FAA will then offer their concurrence in the award of the Contract.

V. LEGAL ISSUES: None

VI. CONFLICTS OR ENVIRONMENTAL ISSUES: None

SUMMARY AND ALTERNATIVES:

Commission may take one of the following actions:

1. Approve the bid recommendation to the FAA by Darin Neufeld of EBH Engineering and staff
2. Direct staff regarding an alternative bid recommendation.

GOODLAND MUNICIPAL AIRPORT ACQUIRE SNOW REMOVAL EQUIPMENT

CAT 966 Loader

320hp



MB Companies

P5500-C Cupping Plow – 21' overall – 13' middle with 4' wings



MB Companies

FMC Broom – 14'



MB Companies

H2 Loader Snow Blower



<i>Machine</i>	<i>weight</i>	<i>tire width</i>	<i># tires</i>	<i>wt psi</i>
ARFF truck	55000	30	4	76
John Deere Loader 670 (city)	43000	24	4	75
Cat Loader 966 with bucket	51100	30	4	71
Cat Loader 966 with plow	49400	30	4	69
Cat Grader 140H (city)	32357	14	6	64
Cat Loader 966 with broom	44600	30	4	62

Base Bid				Foley Equipment Company	
Item	Description	Unit	Bid Qty	Unit Price	Total
1	Front End Loader	L.S.	1	\$ 528,391.00	\$ 528,391.00
2	Runway Broom	L.S.	1	\$ 47,856.00	\$ 47,856.00
3	Snow Plow	L.S.	1	\$ 124,789.00	\$ 124,789.00
TOTAL BASE BID					\$ 701,036.00

Add Alt1				Foley Equipment Company	
Item	Description	Unit	Bid Qty	Unit Price	Total
1	Snow Blower	L.S.	1	\$ 237,141.00	\$ 237,141.00
TOTAL BASE BID					\$ 237,141.00
Procurement Engineering					\$ 30,000.00
Project Closeout and Grant Admin					\$ 2,500.00

BASE BID	Total Project				\$ 733,536.00
	FAA Share (90%)	90%			\$ 604,000.00
	City Share	10%			\$ 67,111.11
	City Carry to FY24				\$ 62,424.89
	FAA Grant Used (thru FY23)				\$ 604,000.00
	Grant BIL FY24			\$ 145,000.00	\$ 56,182.40
	City Share of Carry over				\$ 6,242.49
				Total Federal Funds	
			Total City Funds		\$ 73,353.60

In this scenario, the City would still have \$239,000 available in FY24

BASE BID + AA1	Total Project				\$ 970,677.00
	FAA Share (90%)	90%			\$ 604,000.00
	City Share	10%			\$ 67,111.11
	City Carry to FY24				\$ 299,565.89
	FAA Grant Used (thru FY23)				\$ 604,000.00
	Grant BIL FY24			\$ 145,000.00	\$ 145,000.00
	City Share of Carry over				\$ 16,111.11
				Total Federal Funds	
			Total City Funds		\$ 97,067.70

In this scenario, the City would still have \$25,000 available in FY24

FY25	\$295,000
FY26	\$295,000
FY27	\$150,000



AGENDA ITEM

CITY COMMISSION COMMUNICATION FORM

FROM: Kent Brown, City Manager
Felicity Jordan, Administrative Assistant

DATE: 4/3/2023

ITEM: Airport Lease Termination-Amberican Aviation, Inc.

NEXT STEP: Commission Motion

ORDINANCE
 MOTION
 INFORMATION

I. REQUEST OR ISSUE:

Travis Amb of Amberican Aviation, Inc is seeking to terminate his lease at the airport effective March 23, 2023. Another entity, Scott's Flying Service, is purchasing equipment from Amberican Aviation, Inc. and initiating a new lease. The lease was for a term of 10 years, with a renewal period. The rate for the lease was \$238 a year based upon a lot size of 23,818 s.f. at .01/s.f. Additionally, an annual charge of \$100 for an annual lease cost of \$338

The additions to the lease agreement included:

1. Requirement to start building a hangar within 12 months and complete construction of the hangar building within 24 months.
2. Have any plans for the new construction also be reviewed by the Airport Board (in addition to the building permit review) to ensure the building does not conflict with any other operations at the Airport.

II. RECOMMENDED ACTION / NEXT STEP:

Airport Board will be considering the actions at their meeting on March 31, 2023 and will be requested to make a recommendation to the City Commission to terminate the lease. Staff is seeking a motion to approve the lease termination with Travis Amb of Amberican Aviation Inc. at Renner Field.

III. FISCAL IMPACTS:

Loss of revenue from the lease - \$338 annually.

IV. BACKGROUND INFORMATION:

The lease agreement was signed on March 23, 2022. Travis Amb with Amberican Aviation, Inc. no longer intends to operate a spraying service at Renner Field due to other considerations. He has an agreement with Scott's Flying Service to take over his business and operate from the same spaces. The city commission will be presented with a new lease agreement with Scott's Flying Service to cover that part of the transaction.

V. LEGAL ISSUES:

None

VI. CONFLICTS OR ENVIRONMENTAL ISSUES:

None that staff has been made aware of.

VII. SUMMARY AND ALTERNATIVES:

Commission may take one of the following actions:

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

MUTUAL TERMINATION OF AIRPORT LEASE

THIS TERMINATION AGREEMENT (the "Agreement") dated this 23rd day of March, 2023, between the City of Goodland, Kansas, a Municipal Corporation, hereinafter referred to as LESSOR, and Amberican Aviation, Inc., hereinafter referred to as LESSEE.

WHEREAS, both parties wish to terminate the Contract dated March 17, 2022. By this Agreement, the parties mutually terminate and cancel the Airport Lease effective the 23rd day of March, 2023.

WHEREAS, by this Agreement, the parties release each other from any and all claims, causes of action, demands and liabilities of whatever nature which neither party had in the past, has now or may have in the future arising from or related to the Contract.

WHEREAS, the parties hereby terminate the Airport Lease dated March 17, 2022 by and between the City of Goodland, Kansas, a Municipal Corporation, LESSOR, and Amberican Aviation, Inc., LESSEE effective the __ day of March, 2023.

IN WITNESS WHEREOF, the parties have duly affixed their signatures under hand and seal on this __ day of March, 2023.


CITY OF GOODLAND, KANSAS, LESSOR

By: _____
Aaron Thompson, Mayor

ATTEST:

Mary P. Volk, City Clerk

AMBERICAN AVIATION INC., LESSEE

By:  _____
Travis Amb, Owner



AGENDA ITEM

CITY COMMISSION COMMUNICATION FORM

FROM: Kent Brown, City Manager

DATE: 4/3/2023

ITEM: Airport Hangar Lease-Lots 1 & 2 - Scott's Flying Service, LLC.

NEXT STEP: Commission Motion

ORDINANCE
 MOTION
 INFORMATION

I. REQUEST OR ISSUE:

Attached is a copy of the lease agreement for Lots 1 & 2 at Renner Field with Taylor Scott of Scott's Flying Service, LLC. The lease is for a term of 10 years, with a renewal period. The rate for the lease is \$238 a year based upon a lot size of 23,818 s.f. at .01/s.f. Additionally, an annual charge of \$100 for an annual lease cost of \$338.

In your packet is the lease between the City and Scott's Flying Service LLC for the property that a previous lease agreement that was terminated with Amberican Aviation, Inc. City Attorney Kling has reviewed this lease that included the additional considerations that were included in the lease with Amberican Aviation, Inc.

The additions to the lease agreement include:

1. Requirement to start building a hangar within 12 months and complete construction of the hangar building within 24 months.
2. Have any plans for the new construction also be reviewed by the Airport Board (in addition to the building permit review) to ensure the building does not conflict with any other operations at the Airport.

II. RECOMMENDED ACTION / NEXT STEP:

Staff is seeking a motion to approve the lease with Scott's Flying Service, LLC for lots 1&2 at Renner Field.

III. FISCAL IMPACTS:

Revenue from the lease - \$338 annually.

IV. BACKGROUND INFORMATION:

Previous lease with Amberican Aviation, Inc. is included as an agenda item at the same meeting – seeking approval of the termination of lease. This new lease is presented on behalf of Scott's Flying Service.

V. LEGAL ISSUES:

Lease written and reviewed by legal.

VI. CONFLICTS OR ENVIRONMENTAL ISSUES:

Due to discussions with another potential leaseholder, staff will put together a formal policy to be reviewed by the Airport Board and the City Commission regarding the termination and initiation of leased property at the airport property.

VII. SUMMARY AND ALTERNATIVES:

Commission may take one of the following actions:

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

**AIRPORT LEASE
CITY OF GOODLAND, KANSAS**

This lease, made and entered into this ____ day of _____, 2023, between the City of Goodland, Kansas, a Municipal Corporation, hereinafter referred to as **LESSOR**, and SCOTT'S FLYING SERVICE LLC, by Taylor Scott as Managing Member, hereinafter referred to as **LESSEE**, shall be in effect until the expiration date of _____, 2033. **LESSEE** shall herein upon giving **LESSOR** 30 days notice, have the right to a ten (10) year term with renewal options totaling twenty (20) years. First renewal option being exercisable on the 1st day of _____ 2033.

WHEREAS, the **LESSOR** now owns the Goodland Municipal Airport; and

WHEREAS, the **LESSEE** has requested that the **LESSOR** lease to it certain tracts of land at said airport for the purpose of operating a agricultural application and storage hangar; and

WHEREAS, the **LESSOR** finds that it would be to the best interest of the community to lease said tract of land 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 following described tracts of land at the Goodland Municipal Airport, to-wit:

Lots 1 & 2 - Goodland Municipal Airport

A lot on the Goodland Municipal Airport in the Southwest Quarter (SW1/4) of Section Eight (8), Township Eight (8) South, Range Thirty-nine (39) West, of the 6th Principal Meridian, in Renner Field-Goodland Municipal Airport, Goodland Kansas more particularly described as follows:

Commencing at the Southwest Corner of Section 8, Township 8 South, Range 39 West; thence, N2°23'38.08"E, 212 28' along West line of said section; thence N65°24'8.35"E, 415 87' parallel to Runway 5/23 to Reference Point A.

Lot 1: From said Reference Point A, which is the Point of Beginning; thence, N65°24'8.35"E, 117.6'; thence N24°35'51.65"W, 150'; thence, S65°24'8.35"W, 40'; thence, S2°44'35.19"W, 168.9' to the Point of Beginning.

Lot 2: From said Reference Point A, thence N65°24'8.35"E, 117.6' to the Point of Beginning; thence, N65°24'8.35"E, 80'; thence N24°35'51.65"W, 150'; thence, S65°24'8.35"W, 80'; thence, S24°35'51.65"E, 150' to the Point of Beginning.

This lease is subject to all existing easements. **LESSOR** shall have the right to future easements, but if said easements shall interfere with the **LESSEES** ability to use this lease for its intended purpose, then **LESSOR** shall compensate at a fair rate for said interference.

The **LESSEE** shall pay to the **LESSOR** a yearly rental fee of \$100 per year. The **LESSEE** is also subject to an annual fee of one (1) cent per square foot per year based on the actual acreage leased by **LESSEE**. The yearly rental shall begin on the first day of this Lease and be due, in advance, on the same day of each year.

Prior to beginning construction of the hangar on the property, **LESSEE** shall submit the building plans to the Airport Board for review and the City Building Official for approval. The Airport Board may submit recommendations regarding the building plans to the City Building Official. **LESSEE** shall be responsible for securing all required building permits from the City Building Official.

The **LESSEE** shall begin construction of the hangar within twelve (12) months with construction of the hangar being completed within twenty-four (24) months of the commencement date of this lease.

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, and in the event of such removal, **LESSEE** agrees and covenants that it will replace the airport premises in a like condition as when the premises were taken.

It is further understood and agreed that nothing herein shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308 of the Federal Aviation Act of 1958, as amended.

The **LESSOR** reserves the right to further develop or improve the landing area on all publicly owned internavigation facilities of the airport as it sees fit regardless of the desires or views of the **LESSEE** and may prevent **LESSEE** from erecting or permitting to be erected any building or other structures, which in the opinion of **LESSOR** would limit the usefulness of the airport or constitute a hazard to aircraft. **LESSEE** shall maintain property to satisfaction of **LESSOR** and any buildings or other structures built or placed on the leased property must be of a style and color approved by the **LESSOR**.

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

The **LESSEE** assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall, on the grounds of race, creed, color, national origin, or sex, be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The **LESSEE** assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The **LESSEE** assures that it will require that its covered sub-organizations provide assurance to the **LESSOR** that they similarly will undertake affirmative action programs and that they will require assurances from their sub-organization, as required by 14 CFR Part 152, Subpart E, to the same effect.

LESSEE further agrees to the following covenants:

Aircraft or private vehicles shall not be parked in any taxiway, right-of-way, or street so as to unreasonably impede traffic.

SETBACK AND SIGHT COVERAGE.

Unless otherwise reviewed by the Airport Board and approved by the Governing Body of the City of Goodland, Kansas, the following building setbacks from their property lines as above set out shall be observed.

- A. Side yard setbacks from the property lines shall be five (5) feet.
- B. Front yard setbacks shall be in line with the established building restriction line as approved by the Airport Board and the Governing Body.
- C. There will be no required rear yard set back.
- D. Maximum site coverage shall be sixty percent (60%).

UTILITIES

- A. Tie into City provided water and sewer systems when so provided by said City and when so requested in writing to do so by the **LESSOR**. Nothing herein shall be construed to require the **LESSOR** to provide water and sewer systems to **LESSEE**.
- B. To discontinue use of any water or sanitary facilities which are causing health or sanitary nuisances either to themselves or others when so requested to do so by the **LESSOR**. The **LESSOR** shall have exclusive jurisdiction and shall be the exclusive judge as to whether a health or sanitary nuisance exists.
- C. To provide such utility easements as are requested by the **LESSOR** outside of an area within twenty (20) feet of **LESSEE'S** main building.
- D. The **LESSOR** agrees to reimburse the **LESSEE** for damage done to facilities of the **LESSEE** or to restore same to a satisfactory condition as a result of any city utility work. This shall apply only if the **LESSEE** is operating said facilities in accordance with airport standards as herein set out, or written approved variations therefrom.

DANGEROUS SIGNS

No sign, light or device shall be permitted which, through illumination at night or glare during the day, could create a hazard to aircraft. No sign over 200 square feet shall be constructed. No sign shall project over 25 feet above ground level. Signs are to be restricted to those identifying the name, business and products of the person or firm occupying the premises. Signs shall be located on the building except for small signs not to exceed 20 square feet, which may be located off the building.

HAZARDOUS AND NOXIOUS USES

- A. All volatile fluids and gases shall be stored in approved containers and same shall be less than five (5) gallons capacity and the aggregate of such material stored on the premises shall not exceed twenty-five (25) gallons.
- B. Dangerous poisons shall be kept indoors in a closed area and shall not be exposed so as to be a hazard to others.

- C. No business shall be conducted which will produce hazardous or excessive use, noise, odor, smoke, particulate matter, refuse, or toxic substance.
- D. **LESSEE** further 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.

NATIONAL EMERGENCY

During the time of war or national emergency, the **LESSOR** shall have the right to enter into any agreement with the United States Government for military or naval use of part or all of the landing area, the publicly owned air navigation facilities, and other areas or facilities of the airport. If any such agreement is executed with the United States Government, provisions of this instrument insofar as they are inconsistent with the provisions of said agreement with the government, shall be superseded.

This agreement shall be subordinate to the provisions of any existing or future agreement between the **LESSOR** and the United States relative to the operation and maintenance of the airport, the execution, which has been made or may be required as a condition precedent to the expenditure of federal funds for the development of the airport.

LESSEE agrees to furnish service on 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 **LESSEE** may make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

CERTIFICATE OF INSURANCE

LESSEE shall purchase at its own and sole expense and maintain in full force and effect 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, airport liability insurance policy covering **LESSOR** in an amount of not less than \$500,000. **LESSEE** shall further insure that the **LESSOR** is added to the above described policy of insurance as a named insured and shall provide the **LESSOR** with current certificate of insurance during the term of this agreement as proof that said insurance has been purchased and is in effect.

VIOLATION AND TERMINATION

The parties agree in the event **LESSEE** fails to comply with any of the terms of this lease agreement **LESSOR** shall provide **LESSEE** with a notice of violation, in writing, stating **LESSEE** shall have thirty (30) days to correct the violation. If the violation remains after the expiration of the thirty (30) days **LESSOR** shall have the right to terminate this lease agreement and take immediate possession of the property.

MISCELLANEOUS

No personal property shall be stored outside the buildings located on the real property, which is the subject matter of this lease.

The Governing Body for the **LESSOR** shall approve any landscaping proposed by **LESSEE**.

ADOPTED BY THE GOVERNING BODY AND APPROVED BY THE MAYOR
this ___ day of _____, 2023.



LESSEE: SCOTT'S FLYING SERVICE LLC
By: Taylor Scott, Managing Member
19138 County Road 57
Burlington, CO 80807

LESSOR: City of Goodland
Aaron Thompson, Mayor

ATTEST:

Mary P. Volk, City Clerk



AGENDA ITEM #
CITY COMMISSION COMMUNICATION FORM

FROM: Mary Volk, City Clerk

DATE: March 22, 2023

ITEM: 2023 Utility Charge Offs

NEXT STEP: Motion to approve

ORDINANCE
 MOTION
 INFORMATION

I. REQUEST OR ISSUE:

Annually the City reviews past due utility customer accounts for balances that appear to be uncollectable. Customers considered are 1.) Accounts the City has received notice party is deceased; 2.) Accounts the City has received notice party has filed bankruptcy; 3.) A payment has not been received on the account for three years; and 4.) Accounts the City has not had any communication from the Customer for three years.

II. RECOMMENDED ACTION / NEXT STEP:

Request the Commission to approve the 2023 Utility Charge Off balance in the amount of \$38,039.81.

III. FISCAL IMPACTS:

\$38,039.81 for utilities billed but not collected; however, efforts to collect these balances remain on-going by the City, Setoff and American Municipal Services (AMS).

IV. BACKGROUND INFORMATION:

The City is not able to collect outstanding balances on accounts where the customer is deceased or we have received notice of a bankruptcy. For remaining accounts, the City makes three attempts to collect outstanding account balances once utility services are terminated. Any past due balance remaining on the account is then turned over to the KS Setoff Program and AMS for further collection. Even though these balances are written off, the City and both agencies continue to attempt collection. In addition, if the customer moves back to Goodland we ask the balance be paid or payment arrangements made prior to providing services.

CITY OF GOODLAND
CHARGE OFF LIST
3/14/2023

3 Years

NAME	SERVICE ADDRESS	AMOUNT	LAST CONTACT	ACCT NUMBER	COMMENTS
Adkins, Mikel	215 W 16th	\$ 219.26	4/18/2018	2439560007	
Alridge, Britney	1109 Sherman Ave	\$ 530.93	5/30/2018	2237740024	
Altisource Single Family	808 Washington Ave	\$ 106.37	8/16/2019	1113280008	
Ambrosier, Amber	516 W Hwy 24 Lot 513	\$ 786.05	3/1/2016	3253450020	
Anderson, Rose	802 E 5th St	\$ 692.95	8/19/2016	1316890013	
Arellando, James	2810 Commerce Rd Lot 18	\$ 119.41	11/13/2015	3253870026	
Austin, Kreighton	790 D Lao Dr Apt 2	\$ 106.12	9/28/2018	2135961030	
Barela, Sarah	216 E Hwy 24 Lot A 8	\$ 124.86	7/24/2013	3152410021	
Barnett, Elizabeth	1608 Sherman Ave	\$ 303.55	9/30/2016	2439780028	
Baxter, Amber	1008 Sherman Ave	\$ 31.41	3/19/2019	2237400019	
Besette, Jennifer	1402 Broadway Ave	\$ 393.83	7/16/2019	101680008	
Billinger, Robert	624 W 16th St	\$ 87.19	7/19/2017	2745230030	
Bradley, Jessica	516 W Hwy 24 Lot 411	\$ 307.02	6/25/2019	3253320014	
Brungardt, Andrew	1608 Caldwell Ave	\$ 270.34	3/18/2000	607990008	
Buchanan, Chris	516 W Hwy 24 Lot 512	\$ 261.59	7/25/2019	3253460030	
Burkholder, Lindsey	1008 Montana Ave	\$ 62.13	12/31/2018	2542190005	
Cabral, Mary	1521 Kansas Ave	\$ 147.97	10/28/2016	2440170029	
Cearley, Nina	314 W 7th St	\$ 522.67	6/20/2018	2034150011	
Chance, Angela	1214 Cattletrail St	\$ 117.15	4/27/2018	2744893011	
Clark, Timothy	815 Eastridge Ave	\$ 390.80	9/18/2019	1012160039	
Claytor, Kenneth	1220 Main Ave Apt 1	\$ 653.58	2/1/2019	404286043	
Coggburn, Jennifer	221 W 7th St	\$ 45.10	4/30/2019	1932660011	
Day, Anna	208 E 1st St	\$ 24.94	6/7/2018	1721470041	
Dehoyos, Richard	1319 Cherry Ave	\$ 153.00	6/20/2018	708910020	
Duffel, Christopher	516 W Hwy 24 Lot 416	\$ 259.76	5/20/2019	3253370019	
Elliott, Patricia	607 E 15th St	\$ 134.95	7/19/2019	709220007	
Ellis, Judy	2810 Commerce Rd Lot 7	\$ 1,732.69	3/29/2019	3253760029	
Enfield, Illia	618 W 10th St	\$ 62.00	9/17/2018	2542100018	
Engel, Michelle	530 W 14th St	\$ 398.94	8/6/2018	2541210008	
Espinosa, Gage	2810 Commerce Rd Lot 7	\$ 1,419.77	2/16/2018	3253760026	
Ferrie, Christina	416 E 10th St	\$ 430.31	10/4/2019	1214620005	
Figger, Travis	216 E Hwy 24 Lot D 7	\$ 166.43	7/31/2019	3152640037	
Forsberf, Kamryn	1503 Broadway Ave	\$ 60.10	12/31/2018	607420051	
Galindo, Pamela	304 W 11th St Apt 4	\$ 30.73	11/13/2015	2237494013	
Gibson, Everett	533 W 10th St	\$ 62.10	11/15/2019	2541890059	
Goodrick, Jenny	717 Grand Ave	\$ 212.68	6/20/2018	2034250029	
Gotchall, Terry	1623 Sherman Ave	\$ 367.29	8/6/2018	2439690005	
Greaves, George	215 W 16th St	\$ 55.99	8/2/2019	2439560010	
Halls, Nicholas	516 W Hwy 24 Lot 516	\$ 342.40	1/21/2020	3253420032	
Harmon, Daniel	216 E Hwy 24 Lot F 9	\$ 112.75	12/31/2018	3152820065	
Helm, Douglas	516 W Hwy 24 Lot 417	\$ 263.18	1/19/2017	3253380008	
Hildebrand, Ashley	1108 Center Ave Apt 2	\$ 167.13	12/18/2019	2237860072	
Hunter, Steve	717 Grand Ave	\$ 551.84	9/28/2018	2034250031	
Huthansel, Dana	122 W 14th St	\$ 1,021.77	12/5/2018	406000012	DECEASED
Jaeger, Doug	2810 Commerce Rd Lot 12	\$ 123.38	2/27/2020	3253810027	
Jones, David	1502 Caldwell Ave	\$ 230.41	8/30/2019	608100018	
King, Jami	1324 Texas Ave	\$ 169.43	2/1/2019	2744730018	
Kochevar, Jimmy Ray	216 E Hwy 24 Lot B 3	\$ 77.33	5/16/2018	3152440024	
Lance, Leroy	622 W 14th St	\$ 48.38	11/23/2016	2744380001	
Lane, Penny	716 W 17th St	\$ 131.42	3/20/2020	2845870024	
Larson, Kyle	804 Cherry Ave	\$ 244.01	12/5/2018	1214490041	
Laxmi Lodging	2218 Commerce Rd	\$ 4,676.72	12/5/2018	3354520007	
Lee, Faith	1408 Kansas Ave	\$ 422.57	7/31/2019	2541070031	



AGENDA ITEM #
CITY COMMISSION COMMUNICATION FORM

FROM: Zach Hildebrand, Building Official
Kent Brown, City Manager

DATE: April 3, 2023

ITEM: Unfit Structure 1523 Colorado Avenue

NEXT STEP: Commission Motion

ORDINANCE
 MOTION
 INFORMATION

I. REQUEST OR ISSUE:

Resolution 1609 gave 30 days from January 17, 2023 meeting for the owner to commence repairs to the property. If the owner fails to commence the repair of the structure within the time provided herein or fails to diligently prosecute the same, the governing body may take such further action as it deems necessary to raise and remove the structure without further notice to the owner or other parties in interest. Staff's recommendation is to send out an invitation for bid to remove the identified structures on the property.

II. RECOMMENDED ACTION / NEXT STEP:

Staff direction.

III. FISCAL IMPACTS:

If structure is removed, there will be additional costs for the city.

IV. BACKGROUND INFORMATION:

Excerpt of minutes from the August 15th meeting:

Resolution 1593: Unfit Structure 1523 Colorado Ave. – Jeff stated, we have discussed property in past and timeline is included in packet. Homeowner was given thirty days July 5th and there are still no utilities to structure and have not made improvements to property. A lot of trash has been moved out but no improvements complete. Mr. Boll is present tonight if you have questions. Mr. Boll stated, I am doing my best to clean up property. I have had massive problems with thieves. It is a lot of work, but got laid up from spider bites while cleaning the buildings. I feel three solid days of working will clean up outside. On the good trailer, we need to repair a spot in the roof and get utilities to trailer. I am looking for work since my restaurant closed with COVID. I am doing the work myself but no one has done anything to property in nineteen years. I am also doing side jobs for money. Mayor Thompson stated, you have cleaned up the property, but I am curious what your goal is for property. Mr. Boll stated, the one trailer is going to be too much work to revive, the other does not need a lot of work. My dad lived there until five years ago when he died. I have no income. I would like to fix it up for rental property. The one property

has ceiling falling in and walls coming down. I need someone to look at it. My life has been restaurant work. I would like to ask for more time to finish. Mayor Thompson asked, what time frame do you feel you need? Mr. Boll stated, to fix up the good trailer and clean up outside, I will have to put in water line to get trailer on own water meter which is \$1,500 to \$3,000. I can have the physical stuff done by end of month but I will have to work something out with payments for utilities. Mayor Thompson stated, in order to be own address, it needs own utilities. I appreciate work done so far. I am willing to give you more time if you clean up by end of month and work to get utilities to property, but I am one of five. Mr. Boll stated, I would like someone to look at other trailer to see if able to be improved. Mayor Thompson stated, I am open to visiting this again in a month, if you come back. We need to get property cleaned up and determine what the costs are for improvements and utilities. You are making an effort and I am willing to work with you if you continue making progress. At some point it has to be complete. Vice-Mayor Howard stated, showing up tonight makes a statement you are willing to work to clean up property. I agree with Mayor Thompson to visit again in a month, but we need to see progress. I feel the bad trailer is going to be a money pit. Mayor Thompson asked, resolution sets hearing on the property in October, do we want to give it another month before we set hearing, or go ahead and set hearing? Jeff stated, I agree to give him month to see what he can complete. Kent stated, as we go through these cases, the timeframe to approve the resolution and set the hearing is two months. The resolution only sets hearing, commission determines final status of property at hearing. Be aware if you do not approve resolution it will be two more months after the thirty days. Commissioner Showalter asked, can we change hearing date in resolution? Kent stated, you can delay hearing date. If you decide to cancel hearing, we will consult attorney on process. Commissioner Showalter stated, my experience is if you do not have a firm date, it will not happen. My preference would be set hearing in November. Kent stated, worse case that can happen is to hold hearing and choose not to take action. Commissioner Showalter stated, my recommendation is to set hearing date in Resolution 1593 for November 21, 2022. Mr. Boll stated, I believe that is fair; I feel it will motivate me. **ON A MOTION** by Mayor Thompson to approve Resolution 1593: Unfit Structure 1523 Colorado Ave., amending hearing date to November 21, 2022 **seconded** by Commissioner Redlin. **MOTION carried on a VOTE of 4-0.**

Excerpt of the minutes from the December 5, 2022 meeting:

Resolution 1608: Unfit Structure 1523 Colorado Avenue – Kent stated, this is a redo of previous resolution approved by Commission in August. The hearing was not included on the November 21st agenda, so this resolution sets hearing for January 17th. There have been no material changes to the property. Mayor Thompson stated, that is disappointing, sounded like there would be improvements. **ON A MOTION** by Vice-Mayor Howard to approve Resolution 1608: Unfit Structure 1523 Colorado Avenue **seconded** by Commissioner Showalter. **MOTION carried on a VOTE of 4-0.**

Excerpt of the minutes from the January 17, 2023 meeting:

Public Hearing - Unfit structure: 1523 Colorado - Mayor Thompson opened public hearing for unfit structure at 1523 Colorado at 5:01 p.m. Jeff stated, property was brought to Commission in August, a public hearing was setup for December but the item was missed on the agenda. Hearing was rescheduled for today. Wayne Boll has cleaned up the outside of property. The main thing is there have been no utilities hooked up at property to date. Wayne stated, I have someone that wants to move in the house and has ability to put in a water line. He will help haul out the old trailer. With his assistance I can do what I need to get utilities hooked up. I was not able to get ahold of him to be at this meeting. I need more time on the property. I have been told the installation fee can be added to property taxes. Mayor Thompson stated, I am unsure about that, but it has been five months since discussions started on property. You have had ample time to discuss plan of

action for the property and what needs to be complete. You say you are just now starting conversations with individual? Wayne stated, I have known him for a long time but just found out he moved to Goodland and is interested in helping me finish work on property. Jeff showed commission pictures taken of the property today. Mayor Thompson stated, it has been cleaned up from where we began. Wayne stated, I have cleaned it a couple times but people keep breaking into property. I have repaired some spots inside and still need to fix a couple leaks in roof, do plumbing work and lay water line. This individual has access to equipment needed to complete what is needed for the property. I have been cleaning up the property for a number of years. Mayor Thompson stated, we appreciate work done so far. Vice-Mayor Howard asked, when do you anticipate having other trailer removed? Wayne stated, I feel within a couple weeks and within a month I can take care of remaining items on property. Mayor Thompson closed public hearing for the unfit structure at 1523 Colorado at 5:11 p.m.

Excerpt of the minutes from the January 17, 2023 meeting:

Resolution 1609: Unfit structure 1523 Colorado – Commissioner Redlin stated, it has been five months since we discussion began on property. Mayor Thompson stated, he has done a lot of work on the property. In public hearing Mr. Boll indicated he could complete everything in a month. If we passed this resolution it provides him time to complete work on property. Wayne stated, I am confident with his help I can get it done. Mayor Thompson stated, if after thirty days you show significant improvement and need a little more time, you need to talk to Jeff, but if you show no progress we will move forward. Jeff asked, does Commission want utilities hooked up within thirty days? Mayor Thompson stated, I want to see utilities on within thirty days. Wayne stated, I have pipe for the installation, just need to know where setting meter to run lines. Mayor Thompson stated, I hope it works out for you. **ON A MOTION** by Commissioner Redlin to approve Resolution 1609: Unfit structure 1523 Colorado **seconded** by Commissioner Myers. **MOTION carried on a VOTE of 4-0.**

From Deputy City Clerk Johnsons - as of 3/31/2023, utilities have not been turned on and there has been no attempt to do so.

Pictures of the current state of the property are included in the agenda packet.













CITY COMMISSION COMMUNICATION FORM

FROM: Kent Brown, City Manager

DATE: 3/6/2023

ITEM: Notice of Breach of Lease-Hangar Café

NEXT STEP: Commission Motion

ORDINANCE
 MOTION
 INFORMATION

- I. **REQUEST OR ISSUE:** Bricks by Maria LLC, DBA/ Hangar Cafe, Maria Martinez, Goodland, Kansas, has breached their contract with the City of Goodland. The Contract states that the restaurant shall be open for operation to provide breakfast and lunch services on a minimum average of five (5) days per week, excluding major and federal holidays and shall be open to provide meal services for a minimum average of twenty-five (25) hours per week, with said average hours to be calculated by hours accumulated before 2:00 P.M. Mountain Standard Time of each day. Restaurant has been not been open at any time for the last several weeks.
- II. **RECOMMENDED ACTION/NEXT STEP** Direct staff to send operator notice of breach of lease according to the Termination and Breach section of the original agreement with Bricks by Maria LLC, DBA/Hangar Café.
- III. **FISCAL IMPACTS** Loss of rental income from the restaurant.
- IV. **BACKGROUND INFORMATION:** From the Commission Meeting Minutes from August 15, 2022, Maria would like to enter into lease to operate the restaurant at airport. Paul stated, we appreciate the opportunity and Maria thanks the Commission. Mayor Thompson asked, are both restaurants remaining open? Paul stated, yes, Maria will run one and her daughter Renee will run one. They are currently hiring to try to open By 20th. Mayor Thompson asked what will hours be at airport? Paul stated, 7:00 a.m. to 5:00p.m., closed Mondays.

The Contract states that the restaurant shall be open for operation to provide breakfast and lunch services on a minimum average of five (5) days per week, excluding major and federal holidays and shall be open to provide meal services for a minimum average of twenty-five (25) hours per week, with said average hours to be calculated by hours accumulated before 2:00 P.M. Mountain Standard Time of each day. Restaurant has been not been open at any time for the last several

weeks. Staff contacted the owners and received no information that the conditions would change in the immediate future. Ms. Martinez stated that the personnel to keep the location open and operating are no longer available.

V. **LEGAL ISSUES**

VI. **CONFLICTS OR ENVIROMENTAL ISSUES**

**AIRPORT RESTAURANT LEASE
CITY OF GOODLAND, KANSAS**

This lease, made and entered into this 15th day of August 2022, between the City of Goodland, Kansas, a Municipal Corporation, hereinafter referred to as **LESSOR**, and Bricks by Maria LLC, DBA/ Hangar Cafe, Maria Martinez, Goodland, Kansas, hereinafter referred to as **LESSEE**, shall be in effect until the expiration date of August 31, 2023. **LESSEE** shall herein upon giving **LESSOR** 30 days notice, have the right to a renewal option for an additional one (1) year term. The renewal option being exercisable on the 1st day of August, 2023.

WHEREAS, the **LESSOR** now owns the Goodland Municipal Airport with the Terminal Building, as referred in attached Exhibit "A"; and

WHEREAS, the **LESSEE** has requested that the **LESSOR** lease to it rooms #1, #3, #7, #8, #9 and #10 of the Terminal Building, as referred in attached Exhibit "B", at said airport for the purpose of operating a restaurant; and

WHEREAS, the **LESSOR** finds that it would be to the best interest of the community to lease said rooms of the Terminal Building 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 following described rooms located in the Terminal Building at the Goodland Municipal Airport, to-wit:

Specific Rooms of the Terminal Building - Goodland Municipal Airport

Room #1 – Restaurant;
Room #3 – Basement Storage;
Room #7 – Storage; and
Room #8 – Office.
Room #9 – Lobby; and
Room #10 – SkyCo Area.

More specifically, each of the listed rooms as depicted and referred in attached Exhibit "B".

RENTAL RATE AND TERM

The **LESSEE** shall pay rent to the **LESSOR** in the amount of \$400.00 per month for the remainder of this lease agreement and continue in the event **LESSEE** exercises the option to extend this lease agreement for an additional one (1) year term. The monthly rental shall begin on the first day of September, 2022, and be due to be paid to **LESSOR** within five (5) calendar days of the first day of each month thereafter.

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

The **LESSEE** assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall, on the grounds of race, creed, color, national origin, or sex, be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The **LESSEE** assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The **LESSEE** assures that it will require that its covered sub-organizations provide assurance to the **LESSOR** that they similarly will undertake affirmative action programs and that they will require assurances from their sub-organization, as required by 14 CFR Part 152, Subpart E, to the same effect.

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 and sewer. 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.

DANGEROUS SIGNS

No sign, light or device shall be permitted which, through illumination at night or glare during the day, could create a hazard to aircraft. No sign over 200 square feet shall be constructed. No sign shall project over 25 feet above ground level. Signs are to be restricted to those identifying the name, business and products of the person or firm occupying the premises. Signs shall be located on the building except for small signs not to exceed 20 square feet, which may be located off the building.

BUILDING MAINTINANCE AND IMPROVEMENTS

LESSOR shall be responsible for all general maintenance of the Terminal Building's interior and fixtures on the leased premises at the time of enteirng 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.

INTENTION AND HOURS OF OPERATION

LESSEE agrees and acknowledges that this lease agreement, by its terms, is entered into by the parties with the intent of providing **LESSEE** with the greatest opportunity to establish a successful restaurant.

In consideration of this intent, **LESSEE** agrees to and shall be open for operation to provide breakfast and lunch services on a minimum average of five (5) days per week, excluding major and federal holidays. **LESSEE** agrees and shall be open to provide meal services for a minimum average of twenty-five (25) hours per week, with said average hours to be calculated by hours accumulated before 2:00 P.M. Mountain Standard Time of each day.

NATIONAL EMERGENCY

During the time of war or national emergency, the **LESSOR** shall have the right to enter into any agreement with the United States Government for military or naval use of part or all of the landing area, the publicly owned air navigation facilities, and other areas or facilities of the airport. If any such agreement is executed with the United States Government, provisions of this instrument insofar as they are inconsistent with the provisions of said agreement with the government, shall be superseded.

This agreement shall be subordinate to the provisions of any existing or future agreement between the **LESSOR** and the United States relative to the operation and maintenance of the airport, the execution, which has been made or may be required as a condition precedent to the expenditure of federal funds for the development of the airport.

LESSEE agrees to furnish service on 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 **LESSEE** may make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

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, 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.

CERTIFICATE OF INSURANCE

LESSEE shall purchase at its own and sole expense and maintain in full force and effect 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, liability insurance policy covering **LESSOR** in an amount of not less than \$1,000,000 per incident, with \$1,000,000.00 aggregate. **LESSEE** shall further insure that the **LESSOR** is added to the above described policy of insurance as a named insured and shall provide the **LESSOR** with current certificate of insurance during the term of this agreement as proof that said insurance has been purchased and is in effect.

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** thirty (30) days to correct said breach. If **LESSEE** fails to correct the breach within the thirty (30) days, then **LESSOR** shall have the right to terminate this lease agreement immediately following the thirtyth (30) day.

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

LESSOR:

City of Goodland
Attn: Kent Brown
204 W. 11th Street
Goodland, KS 67735

LESSEE:


Bricks by Maria, LLC
DBA/ Hangar Cafe
Maria Martinez
1530 Main Av.
Goodland, KS 67735

MISCELLANEOUS

No personal property shall be stored outside the buildings located on the real property, which is the subject matter of this lease.

ADOPTED BY THE GOVERNING BODY AND APPROVED BY THE MAYOR
this 15th day of August, 2022.

ATTEST:

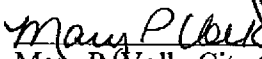


LESSEE: Bricks by Maria LLC
DBA/ Hangar Cafe
Maria Martinez, Owner/ Operator



LESSOR: City of Goodland
Aaron Thompson, Mayor

ATTEST:



Mary P. Volk, City Clerk

