



# CITY COMMISSION AGENDA

## MONDAY, DECEMBER 2, 2024

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

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

1. **CALL TO ORDER**
    - A. Roll Call
    - B. Pledge of Allegiance
  2. **PUBLIC COMMENT**

(Members of the audience will have five minutes to present any matter of concern to the Commission. No official action may be taken at this time.)
  3. **PRESENTATIONS**
    - A. KMEA Ninnescah Flats PPA Solar Project Presentation
  4. **CONSENT AGENDA**
    - A. 11/18/2024 Commission Meeting Minutes
    - B. Appropriation Ordinances 2024-23; 2024-23A; and 2024-P23
  5. **ORDINANCES AND RESOLUTIONS**
    - A. Ordinance 1793 - Annexation of City owned property west of Topside Manor
  6. **FORMAL ACTIONS**
    - A. 2024 Renewal of BCBS Health Insurance
    - B. Banking Services RFP
    - C. Appointment of Koal Artzer – Housing Authority
    - D. Resignation of Dustin Stephenson – Airport Board
    - E. Pay Est. #5 Goodland Ind. Park Imp-BASE Grant
  7. **DISCUSSION ITEMS**
    - A. Initial presentation of proposed multifamily development – Connor Hampton, Bridger Companies
  8. **REPORTS**
    - A. City Manager
      - (1) Manager Memo
      - (2) Industrial Park project update
      - (3) 321 Broadway – Building Official timeline
      - (4) 18<sup>th</sup> Street – Street Superintendent
      - (5) Snow Removal Equipment – Airport
      - (6) Land Bank Ordinance – Follow up from USD 352 Board meeting and Sherman County Commissioner meeting
  9. **EXECUTIVE SESSION**
    - A. Under the authority of KSA 75-4319 (b)(1) for personnel matters for nonelected personnel.
    - B. Action from Executive Session, if any.
  10. **ADJOURNMENT**
    - A. Next Regular Meeting is Monday December 16, 2024.
- NOTE:** Background information is available for review in the office of the City Clerk prior to the meeting. The Public Comment section is to allow members of the public to address the Commission on matters pertaining to any business within the scope of Commission authority and not appearing on the Agenda. Ordinance No. 1730 requires anyone who wishes to address the Commission on a non-agenda item to sign up in advance of the meeting and to provide their name, address, and the subject matter of their comments.

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

## MEMORANDUM

TO: Mayor Thompson and City Commissioners  
FROM: Kent Brown, City Manager  
DATE: December 2, 2024  
SUBJECT: Agenda Report

### 3. Presentations & Proclamations

A. KMEA Ninnescah Flats PPA Solar Project Presentation – Tyson McGreer and Neal Daney will give a presentation on a potential solar project that the City of Goodland could join to provide a portion of the city’s power needs.

### 4. Consent Agenda:

- A. 11-18-2024 Commission Meeting Minutes
- B. Appropriation Ordinances 2024-23; 2024-23A; and 2024-P23;

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

### 5. Ordinances and Resolutions:

A. Ordinance 1793 - Annexation of City owned property west of Topside Manor

The city owned property is west of Topside Manor, approximately 35 acres. Other neighboring properties named by the Commission are not included in this ordinance. On page 4-1 of the League of Kansas Municipalities publication “Annexation in Kansas: A Manual concerning the annexation powers and duties of Cities.”, it states the following:

Once the petition or consent (annexation) is filed with the city, the only has to pass an ordinance to accomplish annexation of the adjoining land. The same would be true for city owned property that adjoins the city.

RECOMMENDED MOTION: “I move to approve Ordinance 1793, annexing a tract of land in the Southwest Quarter (SW1/4) of Section Eighteen (18), Township Eight (8) South, Range Thirty-nine (39) West of the Sixth P.M., Sherman County, Kansas. More particularly described as follows:

Commencing 445 feet West of the Northeast corner of said Section Eighteen (18); THENCE west 910 feet, THENCE south 1320 feet, THENCE east 910 feet, THENCE 1320 feet to Point of Beginning. Said Tract contains 35.3 Acres, more or less.”

## 6. Formal Actions

### A. 2024 Renewal of BCBS Health Insurance

Jalaa Miller of IMA will present a recommendation on the renewal of the health insurance plan for employees. Recommended plan is decent with a proposed 9.5 percent increase for city costs. For other municipalities, the average renewal is around 15 percent increase. Representatives of the employee benefit committee reviewed the information as well. In the 2025 budget, there was 8% increase included to meet the renewal. In order to match up with the 2025 budget, recommendations include continue with grandfathered plan and increase stop loss provision to \$40,000. Finally, three plans are presented with either no change in employee contribution, 2% employee contribution to premium for all tiers and a 2% employee contribution to premium for all tiers except employee only.

RECOMMENDED MOTION: *"I move that we approve the health insurance plan renewal from Blue Cross Blue Shield as presented by IMA."*

### B. Banking Services RFP

City Clerk Mary Volk will present responses to the Banking Services RFP. See CCCF.

Recommended Motion: *"I approve (whichever respondent) to provide basic banking services for the City of Goodland accounts."*

### C. Appointment of Koal Artzer – Housing Authority

See board application.

Recommended Motion: *"I approve the appointment of Koal Artzer to the Housing Authority."*

### D. Resignation of Dustin Stephenson – Airport Board

See letter of resignation effective at the end of 2024.

Recommended Motion: *"I approve accepting the resignation of Dustin Stephenson from the Airport Advisory Board effective December 31, 2024."*

### E. Pay Est. #5 Goodland Ind. Park Imp-BASE Grant

Pay Estimate #5 on the continuing project at the Industrial Park. The sewer main is almost complete with this estimate. Just a few details on the project remain.

RECOMMENDED MOTION: *"I move to approve Pay Estimate #4 for the Industrial Park Improvements for \$93,341.82 to Miller Construction Services."*

## 7. Discussion Items

### A. Initial presentation of proposed multifamily development - Bridger Companies

Connor Hampton will present information on a multifamily development proposal and what steps would be needed to apply for MIH (Moderate Income Housing) funds, KHITC (Kansas Housing Investment Tax Credit) funds or other sources.

## **8. Reports:**

### A. City Manager

- Manager Memo
- Police Monthly Activity report – October
- Industrial Park project update
- 321 Broadway – Building Official timeline
- 18th Street – Street Superintendent
- Snow Removal Equipment - Airport
- Land Bank ordinance – Follow Up from USD 352 Board meeting and County Commissioner meeting

### 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**

**November 18, 2024**

**5:00 P.M.**

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

Also present were Dustin Bedore – Director of Electric Utilities, Jason Erhart –Chief of Police, Joshua Jordan – IT Director, Kenton Keith – Director of Streets and Facilities, Neal Thornburg – Director of Water and Wastewater, Jake Kling – City Attorney, Mary Volk - City Clerk and Kent Brown - City Manager.

**Mayor Thompson led Pledge of Allegiance**

**PUBLIC COMMENT**

**PRESENTATIONS**

**A. Waterworth Presentation** – Dylan Green with Waterworth gave a presentation on the Continuous Utility Rate Management software for city utilities. Dylan stated, this is cloud based solution. I have had a number meetings with Kent to get an idea of commission goals. Waterworth gives you the ability to invest in your utility system and a communication tool to tell your story with cash, debt and capital wealth. It allows you to identify your needs for revenue and see long term effect. You understand the need to be proactive with forecasting. Mayor Thompson stated, I like the visuals and options it provides. Commissioner Showalter asked, what does the service cost? Kent stated, for two utilities it is right over \$9,000 or \$12,000 for three utilities. We are planning to start with water and electric. Commissioner Showalter asked, is this an annual or one-time fee? Kent stated, an annual fee but can discontinue software anytime we determine it does not help city.

**CONSENT AGENDA**

**A. 11/04/24 Commission Meeting Minutes**

**B. Appropriation Ordinances: 2024-22, 2024-22A and 2024-P22**

**ON A MOTION** by Vice-Mayor Howard to approve Consent Agenda **seconded by** Commissioner Myers. **MOTION carried on a VOTE of 4-0.**

**ORDINANCES AND RESOLUTIONS**

**B. Ordinance 1789: Rezone 425 Center Avenue from R-1 to D-MU** – Kent stated, Planning Commission conducted a public hearing for zoning change from R-1 to D-MU to open a business. We received several comments before meeting, considered information and unanimously recommended approval of rezoning. Brian Morales, property owner stated, we purchased property ten years ago. We want to establish a coffee house, similar to Clark Crossing a few years back. We renovated the basement into a home and would like to turn main floor into a business. Kent stated, Planning Commission approved the request because they want to do good things in Goodland and it will provide another gathering space. There were a couple concerns with future use of business but commission did not want to stand in the way of business progress. Commissioner Showalter asked, does this change require notification to neighbors? Kent stated, yes, that is why we received questions but once we explained what they were doing, the comments were positive. Commissioner Myers stated, it is similar to Clark Crossing coffee house. Kent stated, yes, and there was a zoning change done for them. Commissioner Myers stated, I like the

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new business idea and being able to work from home. **ON A MOTION** by Commissioner Showalter to approve Ordinance 1789: Rezone 425 Center Avenue from R-1 to D-MU **seconded** by Vice-Mayor Howard. Vice-Mayor Howard stated, it is nice to see younger generation moving back to Goodland and wanting to improve older buildings in town. **MOTION carried on a VOTE of 4-0.**

**C. Ordinance 1776: Adopting and Amending Section 19-202 Definitions** – Kent stated, the Planning Commission worked hard on this ordinance. It started as definition of Accessory Dwelling Units but became much more to clean up definitions. Zach and I put together a list of the definition changes. The Planning Commission reviewed ordinance, held public hearing and recommend approval. Commissioner Showalter asked, is there specific language for Air BNB's? Kent stated, we included information with bed and breakfasts and other related businesses in general. Matt McKenzie, Planning Commission Chairman stated, we tried not to use Air BNB language as that is a business, but similar to bed and breakfast so included in that section. Commissioner Showalter stated, I appreciate all your work. It has taken a lot of meetings and time. **ON A MOTION** by Mayor Thompson to approve Ordinance 1776: Adopting and Amending Section 19-202 Definitions **seconded** by Commissioner Showalter. **MOTION carried on a VOTE of 4-0.**

**D. Ordinance 1790: Amending text for Section 19-501 Use Table** – Kent stated, the use table was changed to match definitions in Section 19-202. Basically it outlines use regulations with zoning districts to determine whether use is permitted, conditional or other use. Planning Commission reviewed many regulations in the table. The commission default is if no certainty but want to allow, it became a conditional use in the district. A conditional use may take extra time and a little extra cost but it informs neighbors what is going in neighborhood. The changes in the use table are for residential, commercial and quasi-public or recreational uses. Many times it is a conditional use, not a permitted use. Commissioner Showalter stated, this should make it easier for people with projects and requirements. **ON A MOTION** by Mayor Thompson to approve Ordinance 1790: Amending text for Section 19-501 Use Table **seconded** by Commissioner Myers. **MOTION carried on a VOTE of 4-0.**

**E. Ordinance 1791: Amending Text for Section 19-502 Use Standards** - Kent stated, these three ordinances for definitions, use table and use standards work together. Standards are referred to in ordinance which started because of Accessory Dwelling Units. Kent provided a list of the changes to the Commission. Matt stated, the Planning Commission worked to simplify wording and align definitions, eliminating rules previously outlined in definitions. Many changes were to make it easier for enforcement. **ON A MOTION** by Mayor Thompson to approve Ordinance 1791: Amending text for Section 19-502 Use Standards **seconded** by Commissioner Showalter. **MOTION carried on a VOTE of 4-0.**

**FORMAL ACTIONS**

**A. Viking Industrial Painting: Power Plant project invoice** – Neal stated, they changed ladder access inside the tank, mid-rail is now KDHE and OSHA compliant, improved the bases and attached the roof. The tower looks really good. The coatings inside of tank were done and once disinfected we were able to fill and use tower. Commissioner Showalter asked, this is first project to eliminate OSHA and KDHE concerns? Neal stated, yes and the tower is in a much better shape than it has been in a long time. **ON A MOTION** by Mayor Thompson to approve payment in the amount of \$69,100 to Viking Industrial Painting for work on the water tower at the power plant **seconded** by Commissioner Showalter. **MOTION carried on a VOTE of 4-0.**

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- B. Wolak Building Agreement Amendment** - Kent stated, the original building agreement is not what is occurring in reality. The County is paying 100% of utilities so need amendment to Section 9 of the Wolak Building Agreement in 2012. **ON A MOTION** by Commissioner Showalter to approve Amendment No. 1 to the Wolak Building Agreement between the City and County dated November 12, 2012 **seconded** by Commissioner Myers. **MOTION carried on a VOTE of 4-0.**

**DISCUSSION**

- A. 24-7 Travel Store Trash Issue** –Liza Marchbanks General Manager stated, I have been manager for seven years. At that time we had two trash containers, but we have grown a lot. We added two additional containers, then went to total of five. We now have eight containers that are dumped every other day. For manpower, it is a mess to clean up around containers and our lot. We would like to use a different system with a 30 yard trash compactor. It will take construction to start, but the compactor will be sealed and contained so trash will not go anywhere once collected. Hill Trash picks up Walmart compactor which we can dump once a month. It would be a lot cleaner and feel this is a good way to handle trash. We will purchase compactor and Hill Trash will pick it up. It will be located on north side of property away from the road and public view. Right now dumpsters are located right outside the building. Mayor Thompson stated, that is a long way to haul trash. Liza stated, we have carts and it will be more efficient. If you make the variance for containers 30 yards or more, it will make it easier. Kent stated, we will need to amend contract with In the Can because code requires them to pick up all trash in the City with the exception of Walmart. We have contacted In the Can and this works better for them. Liza stated, this will work better for holiday pickup. Mayor Thompson stated, it is a great problem to be that busy. Liza stated, you are right, when I moved to Goodland, I had to work hard to build the business, then they approved a rebuild and not a remodel of the property, which was awesome. Mayor Thompson stated, it sounds like you need the compactor and 24/7 is willing to bear the cost of the compactor that will clean up the area. Consensus of commission is to proceed with amending contract.
- B. Fort Hays Northwest Tech Grant Award: follow-up on the MOU for Passive House at 326 Sherman St** –Kent stated, Ben Schears previously made a presentation to setup an MOU for a lot owned by the city. The college wants the construction department to build a house on the lot. They made application for a grant from Patterson Foundation. They received word that the college was awarded a substantial grant for the project and is ready for the next step. Commissioner Showalter stated, the college wanted the MOU to move quickly in program so current students will be a part of the process. Idea is to have the program self-funded by building then selling house to continue to be able to build another house. Kent stated, the commission approved the MOU to hold property and now the college would like to proceed to transfer property. Mayor Thompson stated, we approved the MOU and feel we need to proceed signing property over to college. Jake stated, the City does not need additional information to proceed.
- C. Beer Garden: Regulations for Future Events** – Kent stated, Justin Stasser from Traditions, LLC would like to discuss expanding boundaries of the beer garden during Flatlanders and/or special events. Justin joined via telephone stating, our beer garden at Flatlanders was a success. People wanted to take drink down where food was and could not because they had to stay within fenced area for permit. Events like Oktoberfest are not in a fenced area; just required to stay within area of event. Goal is to have entire area of Flatlanders barricaded but Jason indicated he does not have man power so would like to start with two block area. Just an idea to start looking at feasibility. Some people do not want to sit in fenced area. Mayor Thompson stated, I do not know regulation's but when you apply you have to show diagram of area. Justin stated, yes I had to

draw a map of area for beer garden. It is not required by the ABC but is for City. Mayor Thompson stated, I assume will have to block off area for beer garden. Kent stated, yes the area has to be identified. Justin stated, at Flatlanders we used wrist bands showing individual was carded and of legal age. This will help Police enforcement. Education will be required to inform public. Commissioner Myers stated, I am interested in the concept. When I was on Main Street we had same problem. Mayor Thompson stated, adjusting area is something to look into, but have to see what commission thinks. With larger area it is more difficult to enforce. Justin stated, if combine food with drinks in two block radius everyone benefits. Consensus of Commission is to look into possibility for the future.

**D. KMEA: Nineschah Flats Solar Project** – Kent stated, KMEA is working on a large solar project and expects to enter into a power purchase agreement to acquire up to 200 MW of electric energy, capacity and ancillary services from Nineschah Flats Solar project in Pratt, KS. Right now our power comes from Sunflower Electric, generation and small amount from WAPA. The project will not be online until 2027 which is after our contract with Sunflower Electric. This project will be for a small segment of our power with a price ceiling. Other communities have operated using similar projects but Goodland has not because of our contract with Sunflower Electric. Power has become very complicated. Over last couple years KMEA has been discussing projects to help the City. Dustin feels this is a good consideration for us and would like to have them present at December 2<sup>nd</sup> meeting. The project is being setup so that members who wish to participate will purchase electric energy, capacity and ancillary services from the facility. There is a range as to the amount of power we should commit too. Dustin feels 2MW is where we should start. Participation of electric market is that power is produced and put into grid. We end up with power but not directly from this generation, yet equal to our commitment. Dustin stated, with our current contract we have been in a spot we cannot look at alternatives but this is effective after our contract with Sunflower Electric expires. This does not tie us to KMEA but to a commitment of power for 30 years, which is a good rate. Our WAPA load is 4 to 5MW so I am looking at 2MW so we do not obligate more than we need with our WAPA. Kent stated, there is urgency because they need to know by the end of 2024 whether Goodland will participate. They will provide additional information at next meeting. If Commission is interested it can be approved second meeting in December. Other cities will be involved. It is the electric market and based on next day's source of power. There will be times it will be favorable and times it will not. They will inform commission why it seems to be a good tool for many communities. Mayor Thompson stated, KMEA gave presentation couple years ago about diversifying power which is a good idea. Consensus of Commission is to invite KMEA to next meeting.

**E. Ordinance 1792: Creating Land Bank Board of Trustees, powers, budgets, etc.** - Kent stated, this idea resulted from housing assessment and will be a tool to get non-productive properties improved. It requires creation of a board of trustees. The land bank statute states back taxes are removed and current taxes held until property is sold to entity improving property. We need to have communication with other taxing entities regarding purpose and role of land bank. I provided a sample ordinance and the Kansas Attorney General's opinion from 2020 on the exemption of property from taxation. Over forty communities in Kansas are using process. We have discussed with City of Pittsburg coordinator and how their program works. The goal is to move the property and get it owned by someone who will do something to improve property. It is not to have the property in City's hands. Commissioner Showalter asked, I understand by sample ordinance that if someone owed several years of taxes they could not pay, they could donate property to the land bank and the taxes would be forgiven. Kent stated, yes, the owner does not benefit from sale of the property because it is owned by the land bank. Commissioner Showalter



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stated, this gives people another opportunity for assistance with back taxes and to improve property. Commissioner Myers asked, how is board set up? Kent stated, the commission needs to decide how to set it up, it will depend what professions you want on board. Vice-Mayor Howard stated, I think it will be a good tool for Goodland and patrons that want to help community grow. Commissioner Showalter asked, can we assign the Board of Trustees to the SCCD Board. Kent stated, I think Commission needs to appoint members. They may be same members, but need to appoint to properly identify meetings. Jake stated, it is not unusual to have the Director or the other members as board members. Many times they may serve both roles but be cautious about stating it is same board. I feel appropriate that director is member of Board of Trustees. Consensus of Commission is for Kent to present program to School Board and Sherman County.

- F. Follow-up on USD 352 Plans for Career Tech Building at High School and Sales Tax –** Mayor Thompson stated, I liked presentation and that they are building new to house programs. As far as continuing sales tax to pay for it, this is a decision for the community to make and we should not stand in their way to proceed. Kent asked, does the commission approve Bill giving presentation to Planning Commission. Commissioner Showalter stated, after the presentation I had one negative comment on the traffic pattern from a citizen that lived in area. Mayor Thompson stated, it may be an inconvenience, but they are one block from Caldwell which is a main thoroughfare.

**REPORTS**

- A. City Manager - 1.** Manager memo is in the packet. **2.** October police monthly activity report is in the packet. **3.** County is having a tax sale November 21<sup>st</sup> and property at 1526 Caldwell is included in sale. The City recently cleaned up, paid for pest control and demolished property that have not been assessed to property. Owner of property is deceased. We have had communication with County Attorney to let perspective bidders know there will be a future assessment of \$9,150 on property. **4.** Jason stated, I have been in contact with CSI Instructor at Fort Hays Northwest Tech that has equipment for a lab, but no room at college to set it up. We have two kitchens at the police department used for storage so I asked if area would work. She would like to use the area. She knows the area is not heated. If approve, we would need an MOU with college. The positive side is our officers can also utilize the lab. Mayor Thompson asked, will we be able to limit access to the remainder of the building for students using the lab? Jason stated, yes we can control and limit access in facility. Ben Schears College President is aware of our discussion and excited with coordination. Consensus of Commission is the lab will benefit both the City and College. **5.** Andrew Brunner, EBH stated, they have started north side sewer line for the Industrial Park project. Water Department has completed most of their work and just need to connect corners of line and install fire hydrant. Kent stated, as project is being complete we are receiving inquiries to purchase lots. We are not finished yet, but will have consideration shortly. **6.** Andrew stated, I discussed 8<sup>th</sup> Street project with Kent and Kenton. The concern is snow removal so feel should look at 40' street for project. Current street is 46' west of Kansas Street and 50' headed east. Kent stated, there is still room with 40' street surface to have sidewalk without impacting properties. Commissioner Showalter stated, I do not want to argue over 4' if it fits into project. Kent stated, Andrew will finish design and bring back for commission to review. **7.** The City owned property west of Topside Manor is mostly vacant but since owned by City feel it is appropriate to annex. We want to begin timeline with Midwest Electric and if developed in the future it will be inside city. Mayor Thompson asked, what portion is City property? Kent stated, from water treatment plant to West 1<sup>st</sup> Street. Mayor Thompson asked, would it also be wise to annex Wheatridge property? Kent stated, yes I am trying to get in touch with right individual to

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have discussion. City would have right because City limit surrounds it on all sides. Vice-Mayor Howard asked, should we go to highway? Kent stated, we are limited on size of property can annex unless the owner is in agreement. Consensus of Commission is to proceed with annexation process.

**B. City Commissioners**

**Vice-Mayor Howard – 1.** No Report

**Commissioner Showalter – 1.** No Report

**Commissioner Myers - 1.** No Report

**Commissioner Redlin – 1.** Absent, No Report

**C. Mayor Thompson– 1.** No Report

**EXECUTIVE SESSION**

**A. EXECUTIVE SESSION** - Mayor Thompson stated, the Commission does not need an Executive Session.

**ADJOURNMENT WAS HAD ON A MOTION BY** Commissioner Showalter **seconded by** Commissioner Myers. **Motion carried by unanimous VOTE, meeting adjourned at 6:40 p.m. Next meeting is scheduled for December 2, 2024.**

ATTEST:

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

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

INVOICE NO	LN	DATE	PO NO	REFERENCE	TRACK		1099	NET	CHECK	PD DATE
					CD	GL ACCOUNT				
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				2299 1000 BULBS.COM						
W04232866	1	11/19/24	20958	CASE OF 4' LED TUBE BULBS X 6		11-03-3060		829.68	69048	12/02/24
				1000 BULBS.COM				829.68		
-----										
				3784 AMAZON CAPITAL SERVICES						
13DR-KWXV-GJYV	1	11/04/24		TONER CARTRIDGE TN450 X 2		11-04-3120		114.48	69050	12/02/24
1FT6-V63J-VCGV	1	11/09/24		PAPER TOWELS		15-44-3120		43.30	69050	12/02/24
1GLJ-PMCF-KHKK	1	11/15/24	20908	BOOTS/WRIGHT		11-03-3160		119.95	69050	12/02/24
1GLJ-PMCF-KHKK	2	11/15/24	20908	BOOTS/PORTER		11-03-3160		89.99	69050	12/02/24
1GLJ-PMCF-KHKK	3	11/15/24	20908	BOOTS/MADER		11-03-3160		140.00	69050	12/02/24
1GLJ-PMCF-KHKK	4	11/15/24	20908	BOOTS/CONDE		11-03-3160		79.95	69050	12/02/24
1GLJ-PMCF-KHKK	5	11/15/24	20908	BOOTS/REDDICK		11-03-3160		92.99	69050	12/02/24
1GLJ-PMCF-KHKK	6	11/15/24	20908	BOOTS/ERHART		11-03-3160		157.55	69050	12/02/24
1GLJ-PMCF-KHKK	7	11/15/24	20908	K9 TOURNIQUET		11-03-3250		32.95	69050	12/02/24
1GLJ-PMCF-KHKK	8	11/15/24	20908	TACTICAL BACKPACK/BITE PILLOW		11-03-3250		133.52	69050	12/02/24
1GLJ-PMCF-KHKK	9	11/15/24	20908	3 RING BINDER SHHEET PROTECTOR		11-03-3120		10.33	69050	12/02/24
1GLJ-PMCF-KHKK	10	11/15/24	20908	SHIPPING		11-03-3160		4.98	69050	12/02/24
1GLJ-PMCF-KHKK	11	11/15/24	20908	SHIPPING		11-03-3250		4.97	69050	12/02/24
1JMQ-YVFW-6Q9X	1	11/18/24		TRASH BAGS		11-17-3120		33.76	69050	12/02/24
1KDP-NQFK-KGF1	1	11/15/24	20907	USBC CHARGER, PHONE CASES X 10		11-03-3060		263.00	69050	12/02/24
1N4Q-9F9L-RWYH	1	12/02/24	20194	DRIVE SLEDS		36-01-4010		125.44	69050	12/02/24
1P7X-K939-949N	1	11/05/24	20906	USB CABLE, TYPE C CABLE		11-03-3060		55.95	69050	12/02/24
1QDR-TMPF-373Q	1	11/20/24		KLEENEX		11-03-3120		13.28	69050	12/02/24
1QDR-TMPF-373Q	2	11/20/24		KLEENEX		11-02-3120		13.28	69050	12/02/24
1QXK-YFL1-3GGD	1	11/13/24		TOILET PAPER, LEGAL PADS		15-44-3120		65.34	69050	12/02/24
				AMAZON CAPITAL SERVICES				1595.01		
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				2871 AMERICAN FAMILY LIFE						
PR20241115	1	11/15/24		AFLAC CANCER		11-00-0012	N	33.18	3046071	11/22/24 E
PR20241115	2	11/15/24		AFLAC CANCER		15-00-0012	N	16.02	3046071	11/22/24 E
PR20241115	3	11/15/24		AFLAC CANCER		23-00-0012	N	18.21	3046071	11/22/24 E
PR20241115	4	11/15/24		AFLAC ACCIDENT		11-00-0012	N	71.40	3046071	11/22/24 E
PR20241115	5	11/15/24		AFLAC ACCIDENT		15-00-0012	N	19.02	3046071	11/22/24 E
PR20241115	6	11/15/24		AFLAC ACCIDENT		23-00-0012	N	14.28	3046071	11/22/24 E
PR20241115	7	11/15/24		AFLAC ST DISB		11-00-0012	N	43.08	3046071	11/22/24 E
PR20241115	8	11/15/24		AFLAC ST DISB		15-00-0012	N	43.20	3046071	11/22/24 E
PR20241115	9	11/15/24		AFLAC LIFE RIDR		15-00-0012	N	2.76	3046071	11/22/24 E
PR20241115	10	11/15/24		AFLAC LIFE		11-00-0012	N	21.31	3046071	11/22/24 E
PR20241115	11	11/15/24		AFLAC LIFE		21-00-0012	N	12.51	3046071	11/22/24 E
PR20241115	12	11/15/24		SPEC HLTH EVENT		11-00-0012	N	20.10	3046071	11/22/24 E
PR20241115	13	11/15/24		AFLAC HOSP CONF		11-00-0012	N	51.96	3046071	11/22/24 E
				AMERICAN FAMILY LIFE				367.03		
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				1389 AMERICAN FID						
PR20241115	1	11/15/24		AF CANCER AT		11-00-0012	N	33.55	3046068	11/22/24 E
PR20241115	2	11/15/24		AF CANCER AT		15-00-0012	N	16.90	3046068	11/22/24 E
PR20241115	3	11/15/24		AF CANCER AT		21-00-0012	N	4.95	3046068	11/22/24 E
PR20241115	4	11/15/24		AF CANCER AT		23-00-0012	N	4.95	3046068	11/22/24 E
PR20241115	5	11/15/24		AMER FID CANCER		11-00-0012	N	128.34	3046068	11/22/24 E
PR20241115	6	11/15/24		AMER FID CANCER		15-00-0012	N	115.00	3046068	11/22/24 E
PR20241115	7	11/15/24		AMER FID CANCER		21-00-0012	N	45.13	3046068	11/22/24 E

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1389 AMERICAN FID										
PR20241115	8	11/15/24		AMER FID CANCER	23-00-0012		N	13.47	3046068	11/22/24 E
PR20241115	9	11/15/24		AMER FID LIFE	11-00-0012		N	209.59	3046068	11/22/24 E
PR20241115	10	11/15/24		AMER FID LIFE	15-00-0012		N	239.16	3046068	11/22/24 E
PR20241115	11	11/15/24		AMER FID LIFE	21-00-0012		N	71.25	3046068	11/22/24 E
PR20241115	12	11/15/24		AMER FID LIFE	23-00-0012		N	71.25	3046068	11/22/24 E
PR20241115	13	11/15/24		AM FID ACCIDENT	11-00-0012		N	102.95	3046068	11/22/24 E
PR20241115	14	11/15/24		AM FID ACCIDENT	15-00-0012		N	84.75	3046068	11/22/24 E
PR20241115	15	11/15/24		AM FID ACCIDENT	21-00-0012		N	17.45	3046068	11/22/24 E
PR20241115	16	11/15/24		AM FID HOSPITAL	15-00-0012		N	26.99	3046068	11/22/24 E
PR20241115	17	11/15/24		AM FID HOSPITAL	21-00-0012		N	7.97	3046068	11/22/24 E
PR20241115	18	11/15/24		AM FID HOSPITAL	23-00-0012		N	7.96	3046068	11/22/24 E
PR20241115	19	11/15/24		AM FD DISABILTY	11-00-0012		N	118.84	3046068	11/22/24 E
PR20241115	20	11/15/24		AM FD DISABILTY	21-00-0012		N	19.38	3046068	11/22/24 E
PR20241115	21	11/15/24		AF CRITICAL CR	11-00-0012		N	35.93	3046068	11/22/24 E
PR20241115	22	11/15/24		AF CRITICAL CR	15-00-0012		N	8.77	3046068	11/22/24 E
								-----		
AMERICAN FID								1384.53		
1390 AMERICAN FIDELITY										
PR20241115	1	11/15/24		AF MED REIMBURS	11-00-0012		N	354.17	3046069	11/22/24 E
PR20241115	2	11/15/24		AF MED REIMBURS	15-00-0012		N	395.00	3046069	11/22/24 E
PR20241115	3	11/15/24		AF MED REIMBURS	21-00-0012		N	119.80	3046069	11/22/24 E
PR20241115	4	11/15/24		AF MED REIMBURS	23-00-0012		N	57.29	3046069	11/22/24 E
								-----		
AMERICAN FIDELITY								926.26		
3774 B&H PHOTO-VIDEO										
228949712	1	11/18/24		RACKMOUNT/IT BACKBONE	36-01-4010			91.80	69051	12/02/24
228994425	1	11/19/24	20195	SENSORS, ELECTRIC LOCK/BB	36-01-4010			367.17	69051	12/02/24
								-----		
B&H PHOTO-VIDEO								458.97		
374 BLACK HILLS ENERGY										
GEN24-563	1	11/25/24		GAS CHARGES/POWER PLANT	15-40-2090			508.54	69052	12/02/24
GEN24-564	1	11/20/24		GAS CHARGES/POLICE DEPT	11-03-2100			408.19	69052	12/02/24
GEN24-565	1	11/19/24		GAS CHARGES/CEMETERY	11-19-2100			179.65	69052	12/02/24
								-----		
BLACK HILLS ENERGY								1096.38		
292 BORDER STATES INDUSTRIES										
929372141	1	11/06/24	20949	#12 SJ00 CORD FOR DECORATIONS	15-42-3050			447.48	69053	12/02/24
929450129	1	11/20/24	20937	#4 TRIPLEX/2 REELS	15-42-3050			2485.20	69053	12/02/24
								-----		
BORDER STATES INDUSTRIES								2932.68		
3770 CMG ELECTRIC SUPPLY										
1404	1	10/02/24	20754	PEST DETERRENT CAPSULES	15-42-3050			2076.46	69054	12/02/24
								-----		
CMG ELECTRIC SUPPLY								2076.46		
122 COMMERCIAL SIGN COMPANY I										
34073	1	11/18/24		MUV DECALS 2025	11-03-3120			40.00	69055	12/02/24
								-----		

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				COMMERCIAL SIGN COMPANY I				40.00		
10783543340	1	11/21/24		1346 DELL MARKETING L.P. LAPTOPS/POLICE C GRANT		36-01-4010		35502.61	69056	12/02/24
				DELL MARKETING L.P.				35502.61		
40414	1	11/18/24		2817 DESIGNS UNLIMITED PLANT/WOLAK FUNERAL		15-42-3120		50.00	69057	12/02/24
				DESIGNS UNLIMITED				50.00		
GEN24-562	1	11/22/24		3854 EBERLE CONSTRUCTION FLOW METER DEPOSIT		22-01-5100		750.00	69058	12/02/24
GEN24-562	2	11/22/24		FLOW METER INTEREST		21-42-2350		12.97	69058	12/02/24
				EBERLE CONSTRUCTION				762.97		
PR20241115	1	11/15/24		4056 FAMILY SUPPORT REGISTRY CO Child Suppor		23-00-0012	N	184.61	69047	11/22/24
				FAMILY SUPPORT REGISTRY				184.61		
2578946	1	10/28/24		211 FARM PLAN GASKET/#26		11-11-3060		3.59	69059	12/02/24
2579332	1	10/29/24		O-RING, METRIC FLANG/#26		11-11-3060		8.84	69059	12/02/24
2583809	1	11/12/24		DISPLAY MODULE/RETURNED		11-15-3070		113.26	69059	12/02/24
2583809	2	11/12/24		GL-5 GEAR LUBE OIL 85W-140QT		11-15-3070		22.94	69059	12/02/24
2583948	1	11/12/24		RETURN DISPLAY MODULE		11-15-3070		113.26-	69059	12/02/24
2586476	1	11/20/24		FUEL FILTERS/Z997-15 MOWER		11-15-3060		76.06	69059	12/02/24
				FARM PLAN				111.43		
S1929901	1	11/25/24		2705 FOLEY INDUSTRIES SNOW BLOWER/AIRPORT		31-01-2010		237141.00	69060	12/02/24
				FOLEY INDUSTRIES				237141.00		
035100	1	11/25/24		205 FRONTIER AG POSTAGE/ALTEC		15-42-3130		20.60	69061	12/02/24
123628	1	10/31/24		TIRE REPAIR/#74		11-11-3060		21.40	69061	12/02/24
123676	1	11/04/24		TIRE REPAIR/#75		11-11-3170		21.40	69061	12/02/24
123705	1	11/04/24		21L-24 BKT TIRES X 2/#35		21-40-3060		2190.50	69061	12/02/24
123708	1	11/04/24		CREDIT/MOUNT & DISMOUNT/#35		21-40-3060		180.00-	69061	12/02/24
123755	1	11/06/24		ALIGNMENT/#3		11-03-3170		102.67	69061	12/02/24
123784	1	11/08/24		245/55R18 TIRES/#3		11-03-3170		541.56	69061	12/02/24
124054	1	11/26/24		TIRE RPAIR/TUBE HONEYWAGON		23-41-3060		402.99	69061	12/02/24
253729	1	11/22/24		BULK OIL 1540/HTB		11-11-3070		1528.63	69061	12/02/24
469095	1	10/30/24		PROPANE		15-40-3070		34.88	69061	12/02/24
469455	1	10/31/24		PROPANE/CRACK SEALING		11-11-3120		300.00	69061	12/02/24
471082	1	11/07/24		15W40 OIL		15-42-3060		485.27	69061	12/02/24
				FRONTIER AG				5469.90		

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3610 GUYER, JONI R.										
GEN24-557	1	12/02/24		CEMETERY CARE/DECEMBER 2024		11-19-2140	M	4073.33	69062	12/02/24
								-----		
								4073.33		
1056 H & H SPRINKLERS INC										
2551	1	6/17/24		BORE/EUSTIS STREET		21-42-2140		550.00	69063	12/02/24
								-----		
								550.00		
2343 HACH COMPANY										
14267669	1	11/20/24	20972	MAGNETIC STIRRER		23-41-3060		685.20	69064	12/02/24
14267669	2	11/20/24	20972	9.23 PH BUFFER		23-41-3040		88.98	69064	12/02/24
								-----		
								774.18		
3072 HERCULES INDUSTRIES, INC.										
125170	1	11/08/24	20951	B LOCKS WITH KEYS		15-42-3050		161.37	69065	12/02/24
								-----		
								161.37		
236 HERL CHEVROLET-BUICK CO.										
5005512	1	11/11/24		ACTUATOR		11-11-3060		137.07	69066	12/02/24
								-----		
								137.07		
391 HOOVER LUMBER										
349887	1	10/24/24		WORKLIGHT 20 VOLT		11-15-3020		66.60	69068	12/02/24
349888	1	10/24/24		AA BATTERIES		11-17-3120		17.99	69068	12/02/24
350006	1	10/25/24		GLOVES		11-11-2310		17.99	69068	12/02/24
350116	1	10/28/24		REBAR/OFF STREET PARKING		26-01-4010		29.67	69068	12/02/24
350368	1	10/31/24		GLOVES		11-11-2310		35.98	69068	12/02/24
350424	1	11/01/24		GATORGRIP RUB BRICK		11-11-3120		28.78	69068	12/02/24
350560	1	11/04/24		M18 BATTERY & M18 FUEL JIGSAW		11-11-3020		478.00	69068	12/02/24
350560	2	11/04/24		TRASH BAGS, PLEDGE		11-11-3120		17.08	69068	12/02/24
350603	1	11/05/24		CONCRETE MIX		11-11-3120		67.80	69068	12/02/24
350772	1	11/08/24		DUCT TAPE		11-11-3120		50.36	69068	12/02/24
350774	1	11/08/24		WEATHERSTRIP/DROP BOX		15-44-3030		8.99	69068	12/02/24
351002	1	11/12/24		2X12X20 BOARDS		11-11-3120		108.28	69068	12/02/24
351426	1	11/20/24		36" SWP EXV MF/SCHOOL HOUSE		03-01-2140		19.66	69068	12/02/24
351449	1	11/20/24		2X8X16 CAP PAVER X 20		21-42-3060		46.60	69068	12/02/24
351451	1	11/20/24		BLOCK SOLID CONCRETE/RETURN PA		21-42-3050		34.20	69068	12/02/24
351705	1	11/25/24		METAL CUT T27, DIAB/MLW RECIP		21-42-3120		134.87	69068	12/02/24
								-----		
								1162.85		
1733 IN THE CAN LLC										
GEN24-565	1	12/02/24		SOLID WASTE CONTRACT/DECEMBER		30-01-2220		46232.00	69069	12/02/24
								-----		
								46232.00		
3249 INTERNAL REVENUE SERVICE										
PR20241115	1	11/15/24		FED/FICA TAX		11-00-0011	N	12485.52	3046072	11/22/24 E
PR20241115	2	11/15/24		FED/FICA TAX		15-00-0011	N	6801.88	3046072	11/22/24 E

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				3249 INTERNAL REVENUE SERVICE						
PR20241115	3	11/15/24		FED/FICA TAX		21-00-0011	N	1329.56	3046072	11/22/24 E
PR20241115	4	11/15/24		FED/FICA TAX		23-00-0011	N	976.14	3046072	11/22/24 E
				INTERNAL REVENUE SERVICE				21593.10		
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				2023 JCI INDUSTRIES INC						
8274825	1	11/12/24	20708-1	REPAIR PENTAIR PUMP		15-40-3060		6459.34	69070	12/02/24
				JCI INDUSTRIES INC				6459.34		
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				1072 KANSAS PAYMENT CENTER						
PR20241115	1	11/15/24		INCOME WITHOLD		11-00-0012	N	96.46	3046067	11/22/24 E
				KANSAS PAYMENT CENTER				96.46		
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				3392 KLING, JAKE D.						
GEN24-558	1	12/02/24		ATTORNEY/DECEMBER 2024		11-02-2140	M	5250.00	69071	12/02/24
				KLING, JAKE D.				5250.00		
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				865 KS DEPT TAX						
PR20241115	1	11/15/24		STATE TAX		11-00-0011	N	2551.21	3046066	11/22/24 E
PR20241115	2	11/15/24		STATE TAX		15-00-0011	N	1511.51	3046066	11/22/24 E
PR20241115	3	11/15/24		STATE TAX		21-00-0011	N	299.02	3046066	11/22/24 E
PR20241115	4	11/15/24		STATE TAX		23-00-0011	N	221.84	3046066	11/22/24 E
				KS DEPT TAX				4583.58		
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				523 KS PUBLIC EMP. RETIREMENT						
PR20241115	1	11/15/24		KPERS		11-00-0012	N	2389.44	3046065	11/22/24 E
PR20241115	2	11/15/24		KPERS		15-00-0012	N	2084.13	3046065	11/22/24 E
PR20241115	3	11/15/24		KPERS		21-00-0012	N	206.87	3046065	11/22/24 E
PR20241115	4	11/15/24		KPERS		23-00-0012	N	206.86	3046065	11/22/24 E
PR20241115	5	11/15/24		KPERS II		11-00-0012	N	1842.31	3046065	11/22/24 E
PR20241115	6	11/15/24		KPERS II		15-00-0012	N	1384.47	3046065	11/22/24 E
PR20241115	7	11/15/24		KPERS II		21-00-0012	N	97.48	3046065	11/22/24 E
PR20241115	8	11/15/24		KPERS II		23-00-0012	N	97.48	3046065	11/22/24 E
PR20241115	9	11/15/24		KPERS III		11-00-0012	N	3767.69	3046065	11/22/24 E
PR20241115	10	11/15/24		KPERS III		15-00-0012	N	1392.51	3046065	11/22/24 E
PR20241115	11	11/15/24		KPERS III		21-00-0012	N	665.23	3046065	11/22/24 E
PR20241115	12	11/15/24		KPERS III		23-00-0012	N	439.86	3046065	11/22/24 E
PR20241115	13	11/15/24		KPERS D&D		11-00-0012	N	524.21	3046065	11/22/24 E
PR20241115	14	11/15/24		KPERS D&D		15-00-0012	N	318.54	3046065	11/22/24 E
PR20241115	15	11/15/24		KPERS D&D		21-00-0012	N	63.54	3046065	11/22/24 E
PR20241115	16	11/15/24		KPERS D&D		23-00-0012	N	48.77	3046065	11/22/24 E
				KS PUBLIC EMP. RETIREMENT				15529.39		
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				3778 LAW OFFICE AMBER M BREHM						
PR20241115	1	11/15/24		BREHM LAW OFFIC		11-00-0012	N	350.00	69046	11/22/24
				LAW OFFICE AMBER M BREHM				350.00		

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				301 LEAGUE OF KS. MUNICIPALIT						
200014511	1	11/18/24		KACM FALL CONFERENCE/BROWN		11-02-2170		185.00	69072	12/02/24
				LEAGUE OF KS. MUNICIPALIT				185.00		
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				726 MARTY ELECTRIC						
1642	1	11/06/24		CHECK WIRING AT GAS PUMPS		11-11-2140	M	70.00	69073	12/02/24
1643	1	11/06/24		WIRED NEW DOOR MOTOR/AIRPORT		11-13-2140	M	180.00	69073	12/02/24
1670	1	11/13/24		NO POWER AT WATER TOWER/5&KS		21-42-2140	M	78.40	69073	12/02/24
				MARTY ELECTRIC				328.40		
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				917 MILLER CONSTRUCTION SERV						
GEN24-570	1	11/26/24		PAY ESTIMATE #5		04-01-2050	M	93341.82	69074	12/02/24
				MILLER CONSTRUCTION SERV				93341.82		
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				2104 NATIONWIDE TRUST CO. FSB						
PR20241115	1	11/15/24		NATIONWIDE TRST		11-00-0012	N	575.00	3046070	11/22/24 E
PR20241115	2	11/15/24		NATIONWIDE TRST		15-00-0012	N	265.00	3046070	11/22/24 E
				NATIONWIDE TRUST CO. FSB				840.00		
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				3502 O'REILLY AUTO PARTS						
5617-250641	1	10/10/24		RETURN/BLOWER MOTOR		11-11-3060		32.47-	69075	12/02/24
5617-252341	1	11/07/24		WIPER BLADES/#3		11-03-3170		66.48	69075	12/02/24
				O'REILLY AUTO PARTS				34.01		
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				2401 PAW WASH						
GEN24-559	1	12/02/24		ANIMAL CONTROL/DECEMBER 2024		11-05-2140		2100.00	69076	12/02/24
				PAW WASH				2100.00		
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				3759 PRAIRIESPRINGS HOSPITALIT						
GEN24-568	1	12/02/24		SALES TAX REIMB		28-01-2060		9491.88	69077	12/02/24
				PRAIRIESPRINGS HOSPITALIT				9491.88		
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				1683 PRINCIPAL MUTUAL LIFE INS						
PR20241115	1	11/15/24		PRIN. MUTUAL		11-00-0012	N	106.47	69044	11/22/24
PR20241115	2	11/15/24		PRIN. MUTUAL		15-00-0012	N	284.49	69044	11/22/24
				PRINCIPAL MUTUAL LIFE INS				390.96		
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				407 SALINA SUPPLY COMPANY						
S100268124.001	1	11/08/24	20545	6" X 4' BURY FIRE HYDRANT		21-42-3080		3245.94	69078	12/02/24
S100268124.001	2	11/08/24	20545	5'X 6 BURY FIRE HYDRANT		21-42-3080		3396.59	69078	12/02/24
				SALINA SUPPLY COMPANY				6642.53		
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				2265 SCHERMERHORN, KATHY						
GEN24-560	1	12/02/24		ANIMAL CONTROL/DECEMBER 2024		11-05-2140	M	1500.00	69079	12/02/24
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				SCHERMERHORN, KATHY				1500.00		
				1577 SH COUNTY COMMUNITY FOUND						
GEN24-566	1	12/02/24		MATCH DAY/ENDOWMENT		38-01-4010	M	250.00	69080	12/02/24
				SH COUNTY COMMUNITY FOUND				250.00		
				425 SHERMAN COUNTY TREASURER						
GEN24-561	1	11/19/24		ENTERPOL SUPPORT & MAINTENANCE		36-01-4010		5340.00	69081	12/02/24
				SHERMAN COUNTY TREASURER				5340.00		
				3396 SHI INTERNATIONAL CORP						
B19048122	1	11/13/24		NAS/C GRANT		36-01-4010		7770.79	69082	12/02/24
B19055325	1	11/15/24		NAS/C GRANT		36-01-4010		265.13	69082	12/02/24
B19055597	1	11/15/24		NAS/C GRANT		36-01-4010		13446.66	69082	12/02/24
				SHI INTERNATIONAL CORP				21482.58		
				427 SHORES NAPA						
335805	1	10/25/24		OW20 OIL, OIL FILTER/#5		21-42-3170		54.78	69086	12/02/24
336098	1	10/28/24		CLEVIS HOOK		21-42-3120		12.99	69086	12/02/24
336125	1	10/29/24		GLOVES, BATTERIES		23-41-3120		63.04	69086	12/02/24
336202	1	10/29/24		FLAP DISC, SOAP, FLINT, BLADE		11-11-3120		86.54	69086	12/02/24
336396	1	10/31/24		WINDSHIELD WASHER PUMP/#46		11-15-3170		20.45	69086	12/02/24
336422	1	10/31/24		OIL/AIR/FUEL FILTER #74		11-11-3170		21.59	69086	12/02/24
336433	1	10/31/24		OIL DRUM VALVE		11-11-3060		11.99	69086	12/02/24
336441	1	10/31/24		HEAT SHRINK, PINS, TERMINAL		11-15-3120		31.28	69086	12/02/24
336442	1	10/31/24		TAP DIE SET 75 PIECE		11-15-3020		225.02	69086	12/02/24
336445	1	10/31/24		COVER, BOX, OUTLET		15-42-3050		43.57	69086	12/02/24
336483	1	10/31/24		CORD ENDS/CHRISTMAS LIGHTS		36-01-4010		17.98	69086	12/02/24
336499	1	10/31/24		MOUSE BAIT/LEAN TO BUILDING		11-15-3120		7.59	69086	12/02/24
336563	1	11/01/24		TARP/COVER FOR PANELS		11-23-3060		31.99	69086	12/02/24
336761	1	11/04/24		1.75" 9GA GALVANIZED STAPLES		15-42-3120		102.79	69086	12/02/24
336785	1	11/04/24		ANTIFREEZE, DIESEL ADD, WTHRSEAL		11-11-3120		51.81	69086	12/02/24
336839	1	1/10/24		MAGNET, 1 3/8 METAL TOOTH		11-11-3020		57.99	69086	12/02/24
337085	1	11/06/24		GRINDING WHEEL, GLOVES		11-11-3120		103.69	69086	12/02/24
337122	1	11/06/24		M18 FUEL HACKZALL		11-11-3020		159.60	69086	12/02/24
337122	2	11/06/24		BLADES, CUT OFF DISC, ROLOC		11-11-3060		65.15	69086	12/02/24
337158	1	11/07/24		FILTERS, OIL & AIR BULK		15-42-3060		248.73	69086	12/02/24
337173-24	1	11/07/24		GREASE		11-15-3070		26.52	69086	12/02/24
337174	1	11/07/24		SHOP TOWELS		11-15-3120		14.99	69086	12/02/24
337202	1	11/07/24		AIR FILTERS X 6, HYD FILTERS		11-15-3060		115.20	69086	12/02/24
337203	1	11/07/24		CONDUIT, CONNECTOR		15-40-3120		98.07	69086	12/02/24
337243	1	11/07/24		PAINT PEN		11-15-3020		4.95	69086	12/02/24
337302	1	11/08/24		LEATHER GLOVES, RAIN SUIT		23-41-3120		39.98	69086	12/02/24
337303	1	11/08/24		RESPIRATOR, RUBBER GLOVES		11-15-3120		58.67	69086	12/02/24
337323	1	11/08/24		TRICO FORCE BLADES 22&26"		11-03-3170		40.73	69086	12/02/24
337345	1	11/08/24		KEYS		21-40-3120		9.00	69086	12/02/24
337370	1	11/08/24		HYDRAULIC/FUEL FILTERS X 2		11-15-3060		40.64	69086	12/02/24
337645	1	11/12/24		1/2 HIGH TORQUE IMPACT,		11-11-3020		282.26	69086	12/02/24
337645	2	11/12/24		INFLATOR		11-11-3020		167.86	69086	12/02/24
337645	3	11/12/24		XC 6.0 2 PACK		11-11-3020		588.26	69086	12/02/24
337676	1	11/12/24		CHAINS X 3		23-41-3120		14.97	69086	12/02/24

INVOICE NO	LN	DATE	PO NO	REFERENCE	TRACK		1099	NET	CHECK	PD DATE
					CD	GL ACCOUNT				
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427 SHORES NAPA										
337793	1	11/13/24		DRIVEWAY MARKERS		11-11-3170		51.80	69086	12/02/24
337826	1	11/14/24		ALTERNATOR/#12		11-11-3060		271.32	69086	12/02/24
337837	1	11/14/24		CORE/ALTERNATOR		11-11-3060		49.39-	69086	12/02/24
338229	1	11/18/24		BLUE SHOP TOWELS		23-41-3120		119.68	69086	12/02/24
338304	1	11/19/24		OIL PRESSURE SWITCH, OIL FILTE		11-11-2170		39.07	69086	12/02/24
338403	1	11/19/24		BATTERY/#39		11-02-3170		123.49	69086	12/02/24
338462	1	11/20/24		HAMMER ANCHOR X 6/SCHOOLHOUSE		03-01-2140		14.34	69086	12/02/24
338462	2	11/20/24		7890 TCA FLAT BLK/SCHOOLHOUSE		03-01-2140		23.12	69086	12/02/24
338494	1	11/20/24		HAMMER DRIVE ANCHORS/SCHOOLHSE		03-01-2140		23.84	69086	12/02/24
338534	1	11/20/24		GUTTER REPAIR/CHAPEL		11-19-3030		11.49	69086	12/02/24
338612	1	11/21/24		SCREWS		21-42-3120		9.19	69086	12/02/24
338646	1	11/21/24		SPRINKLER VALVES,ELECTRIC TAPE		11-15-3120		34.29	69086	12/02/24
338777	1	11/22/24		BATTERIES/#82		11-11-3060		284.98	69086	12/02/24
338780	1	11/22/24		PLUG IN/CHRISTMAS LIGHTS		36-01-4010		2.59	69086	12/02/24
338915	1	11/25/24		BROOM X 2		21-42-3120		109.98	69086	12/02/24
338923	1	11/25/24		FLAP WHEEL/WIRE WHEEL		11-11-3060		27.97	69086	12/02/24
								-----		
SHORES NAPA								4018.43		
435 SOLOMON ELECTRIC SUPPLY,										
395983	1	10/04/24	20764	250 KVA REGULATOR W/O PANEL		15-40-3060		5556.28	69087	12/02/24
395983	2	10/04/24	20764	250 KVA REGULATOR W/O PANEL		15-42-3060		5556.27	69087	12/02/24
								-----		
SOLOMON ELECTRIC SUPPLY,								11112.55		
438 STANION WHOLESALE ELECTRI										
5802053-00	1	11/12/24	20943	HALOPHANE FIXTURE/CITY OFFICE		15-44-3030		968.20	69088	12/02/24
								-----		
STANION WHOLESALE ELECTRI								968.20		
2159 TRIPLETT INC										
GEN24-567	1	12/02/24		SALES TAX REIMB		28-01-2060		5533.53	69089	12/02/24
								-----		
TRIPLETT INC								5533.53		
2784 USD # 352										
GEN24-569	1	12/02/24		SCHOOL SALES TAX		11-02-2050		40628.84	69090	12/02/24
								-----		
USD # 352								40628.84		
2895 VISION CARE DIRECT ADM.										
PR20241115	1	11/15/24		VISION CARE DIR		11-00-0012	N	159.59	69045	11/22/24
PR20241115	2	11/15/24		VISION CARE DIR		15-00-0012	N	99.53	69045	11/22/24
PR20241115	3	11/15/24		VISION CARE DIR		21-00-0012	N	14.82	69045	11/22/24
								-----		
VISION CARE DIRECT ADM.								273.94		
3537 VLS COMMUNICATIONS INC										
4053	1	11/10/24		RADIO BATTERIES X 6		11-11-3120		783.86	69091	12/02/24
4054	1	11/11/24	20403	2 RADIOS		21-40-3120		526.40	69091	12/02/24
4054	2	11/11/24	20403	1 RADIO		21-42-3120		263.20	69091	12/02/24
								-----		
VLS COMMUNICATIONS INC								1573.46		

INVOICE NO	LN	DATE	PO NO	REFERENCE	TRACK		1099	NET	CHECK	PD DATE
					CD	GL ACCOUNT				
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640 WAL*MART										
02035	1	10/22/24		OFFICE SUPPLIES		15-40-3120		106.72	69092	12/02/24
02454	1	10/25/24		PROPEL, WATER		23-41-3120		33.06	69092	12/02/24
02507	1	10/28/24		PLANNER		11-15-3120		10.86	69092	12/02/24
02618-24	1	10/30/24		CANDY/TRUNK OR TREAT		11-03-3120		59.94	69092	12/02/24
06174	1	11/18/24		DISTILLED WATER X 4		23-41-3120		5.48	69092	12/02/24
07305	1	11/04/24		OFFICE/CLEANING SUPPLIES		11-11-3120		96.39	69092	12/02/24
07652-24	1	11/07/24		OFFICE/CLEANING SUPPLIES		15-44-3120		146.91	69092	12/02/24
07653-24	1	11/07/24		WATER, CLEANING SUPPLIES		11-06-3120		64.43	69092	12/02/24
08612	1	10/31/24		SHELF, FILTERS X 2		21-40-3120		189.76	69092	12/02/24
								-----		
WAL*MART								713.55		
4064 WORKSTEPS										
WSC-10366	1	8/31/24		PREEMPLOYMENT/ISHAM		21-42-2140		75.00	69093	12/02/24
WSC-10633	1	9/30/24		PREEMPLOYMENT/WOOD		11-15-2140		75.00	69093	12/02/24
WORKSTEPS								-----	150.00	
***** REPORT TOTAL *****								-----	604781.87	

JRNL ID/ ACCOUNT NUMBER	OTHER NUMBER/ ACCOUNT TITLE	OTHER REFERENCE/ REFERENCE	DEBIT	CREDIT	BANK #
PAYROLL					
07-01-5030	SELF INSUR BCBS STOP LOSS PYMT	STOP LOSS 11/19	13,023.33		
07-00-0001	SELF INSUR CASH	STOP LOSS 11/19		13,023.33	1
07-01-5030	SELF INSUR BCBS STOP LOSS PYMT	STOP LOSS 11/26	5,133.26		
07-00-0001	SELF INSUR CASH	STOP LOSS 11/26		5,133.26	1
15-00-0010	ELECTRIC A/C PAYABLE	GWORKS CC	4,822.50		
15-00-0001	ELECTRIC CASH	GWORKS CC		4,822.50	1
45-01-1050	EMP BENEFIT HEALTH/ACC INSUR	STORM COBRA PR	530.30		
45-00-0001	EMP BENEFITS CASH	STORM COBRA PR		530.30	1
45-01-1050	EMP BENEFIT HEALTH/ACC INSUR	STORM COBRA SI	706.37		
45-00-0001	EMP BENEFITS CASH	STORM COBRA SI		706.37	1
Journal Total :			24,215.76	24,215.76	
Sub Total			24,215.76	24,215.76	
** Report Total **			24,215.76	24,215.76	

FUND	NAME	DEBITS	CREDITS
07	SELF INSURANCE	18,156.59	18,156.59
15	ELECTRIC UTILITY	4,822.50	4,822.50
45	EMPLOYEE BENEFIT	1,236.67	1,236.67
TOTALS		24,215.76	24,215.76

\*\* 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	18,156.59	18,156.59-
07-01-5030	SELF INSUR BCBS STOP LOSS PYMT	18,156.59	.00	18,156.59
15-00-0001	ELECTRIC CASH	.00	4,822.50	4,822.50-
15-00-0010	ELECTRIC A/C PAYABLE	4,822.50	.00	4,822.50
45-00-0001	EMP BENEFITS CASH	.00	1,236.67	1,236.67-
45-01-1050	EMP BENEFIT HEALTH/ACC INSUR	1,236.67	.00	1,236.67
TRANSACTION TOTALS		24,215.76	24,215.76	.00

# PAYROLL REGISTER

ORDINANCE #2024-P23

11/22/2024

<u>DEPARTMENT</u>	<u>GROSS PAY</u>
GENERAL	55,666.78
ELECTRIC	31,855.25
WATER	6,353.74
SEWER	4,876.81
TOTAL	<u>98,752.58</u>

PASSED AND SIGNED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024

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

\_\_\_\_\_  
MAYOR



**City of Goodland, KS**

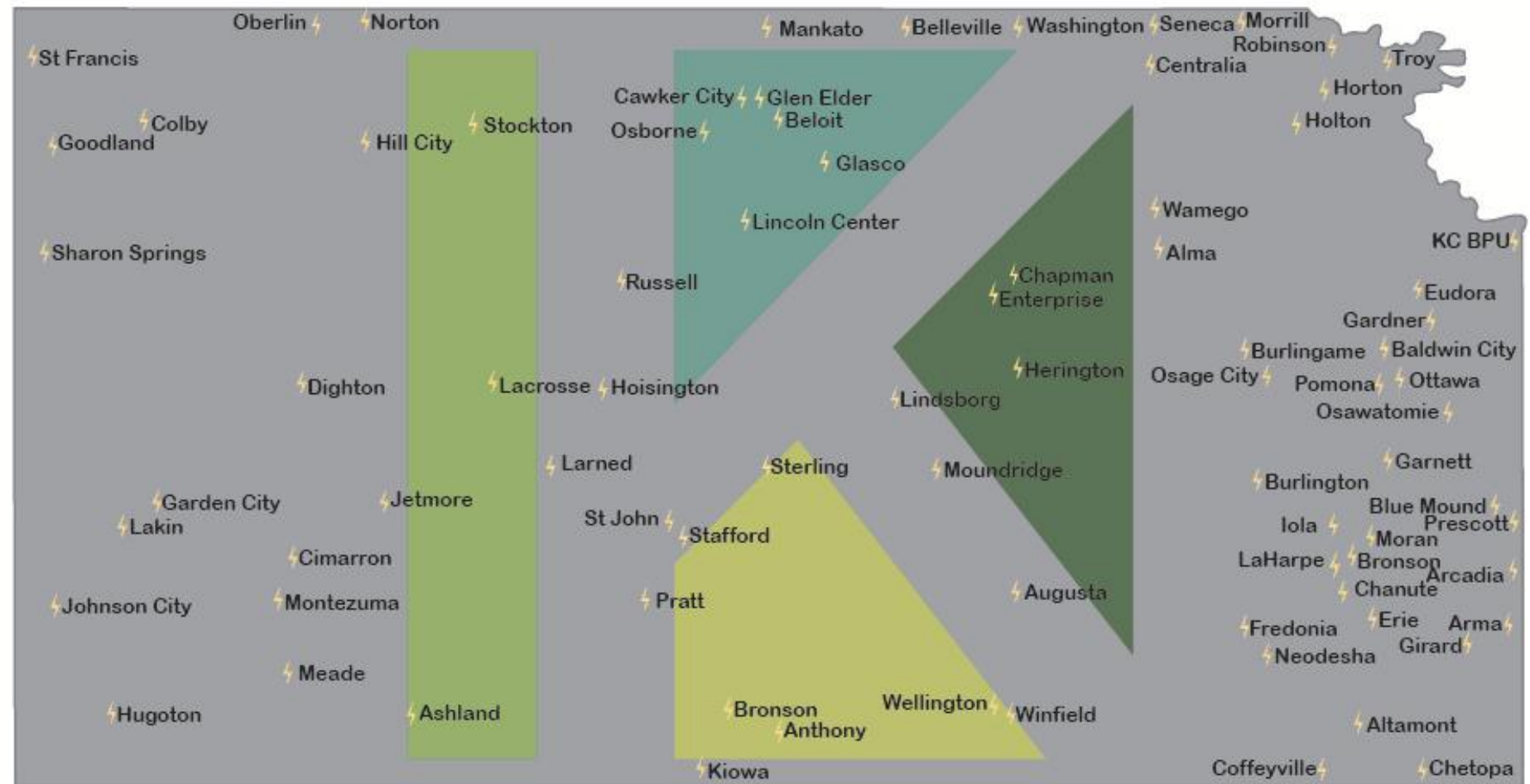
**Large Scale Solar & Power Supply**

**Opportunities**

**December 2, 2024**

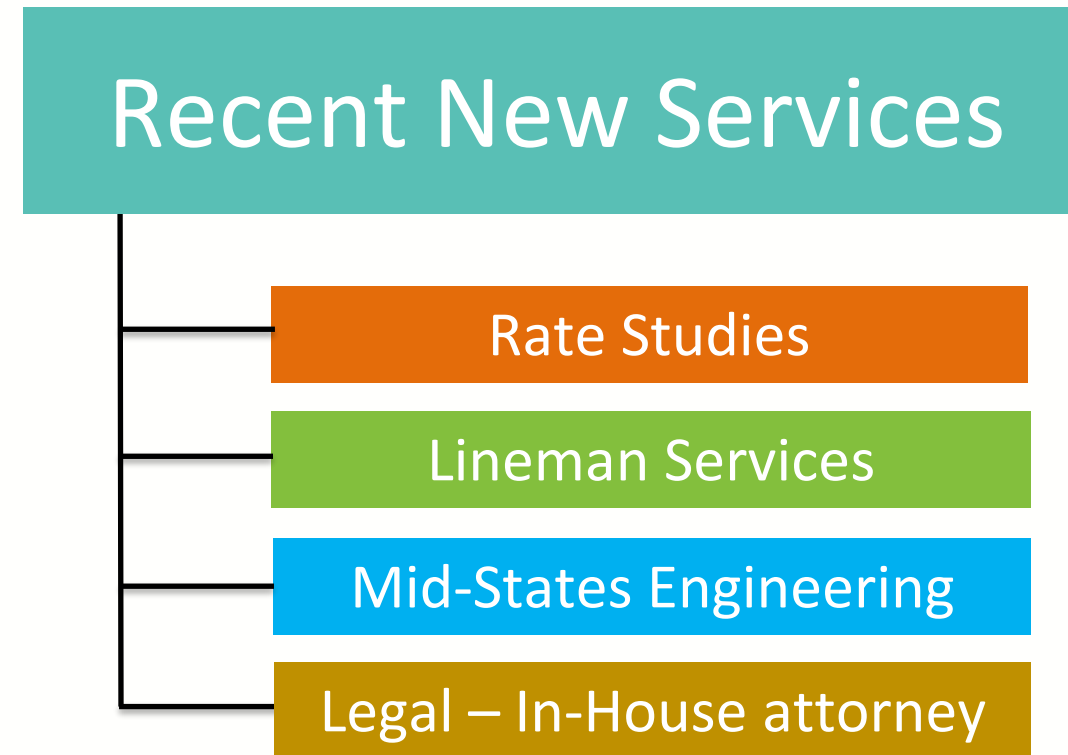
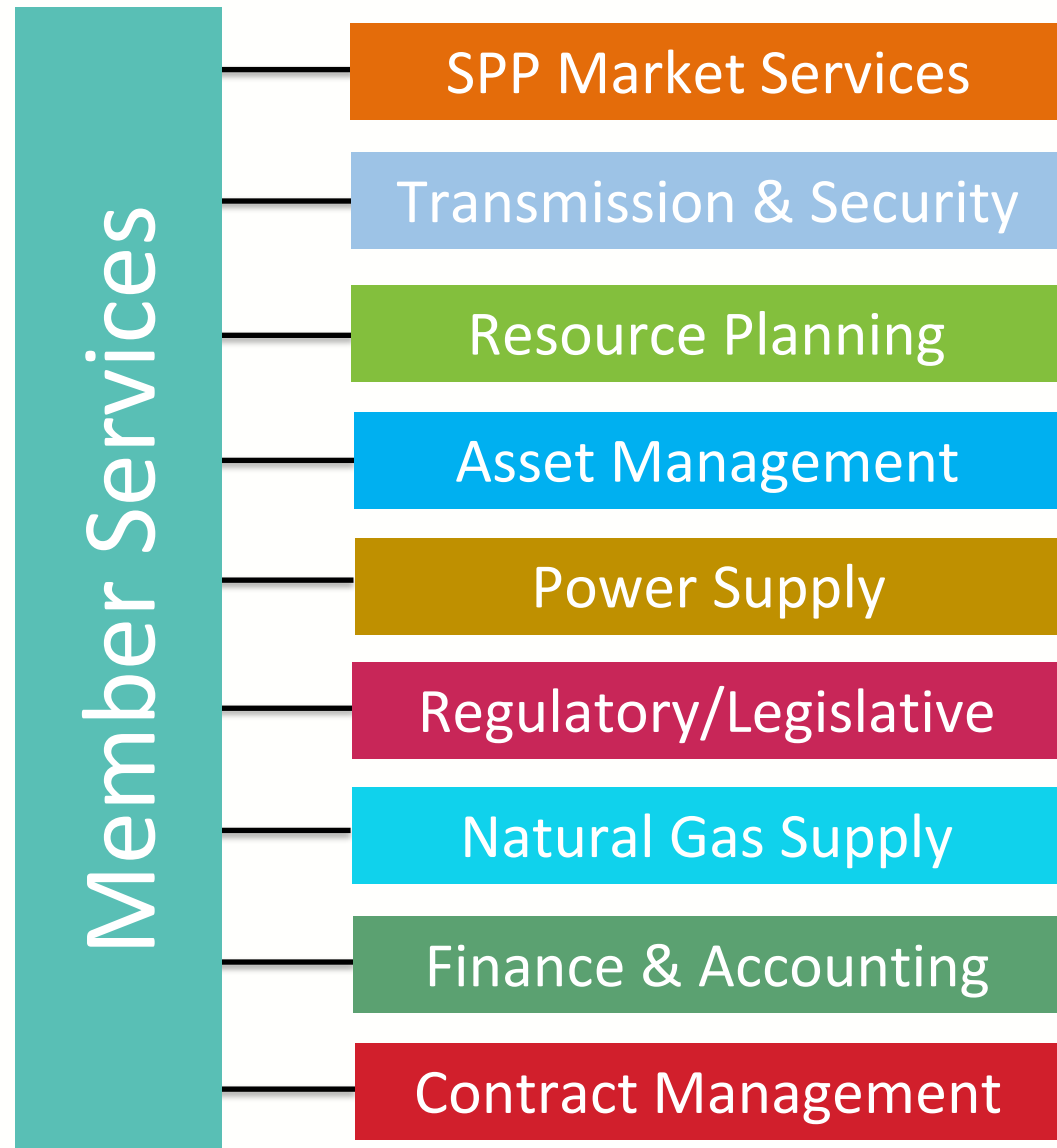
# KMEA Background

- Formed in 1980 by State Statute
- Non-Profit / Member Organization
- Located in Overland Park
- 87 Members
- 42 Employees
- Power Supply/Transmission
- Member Services



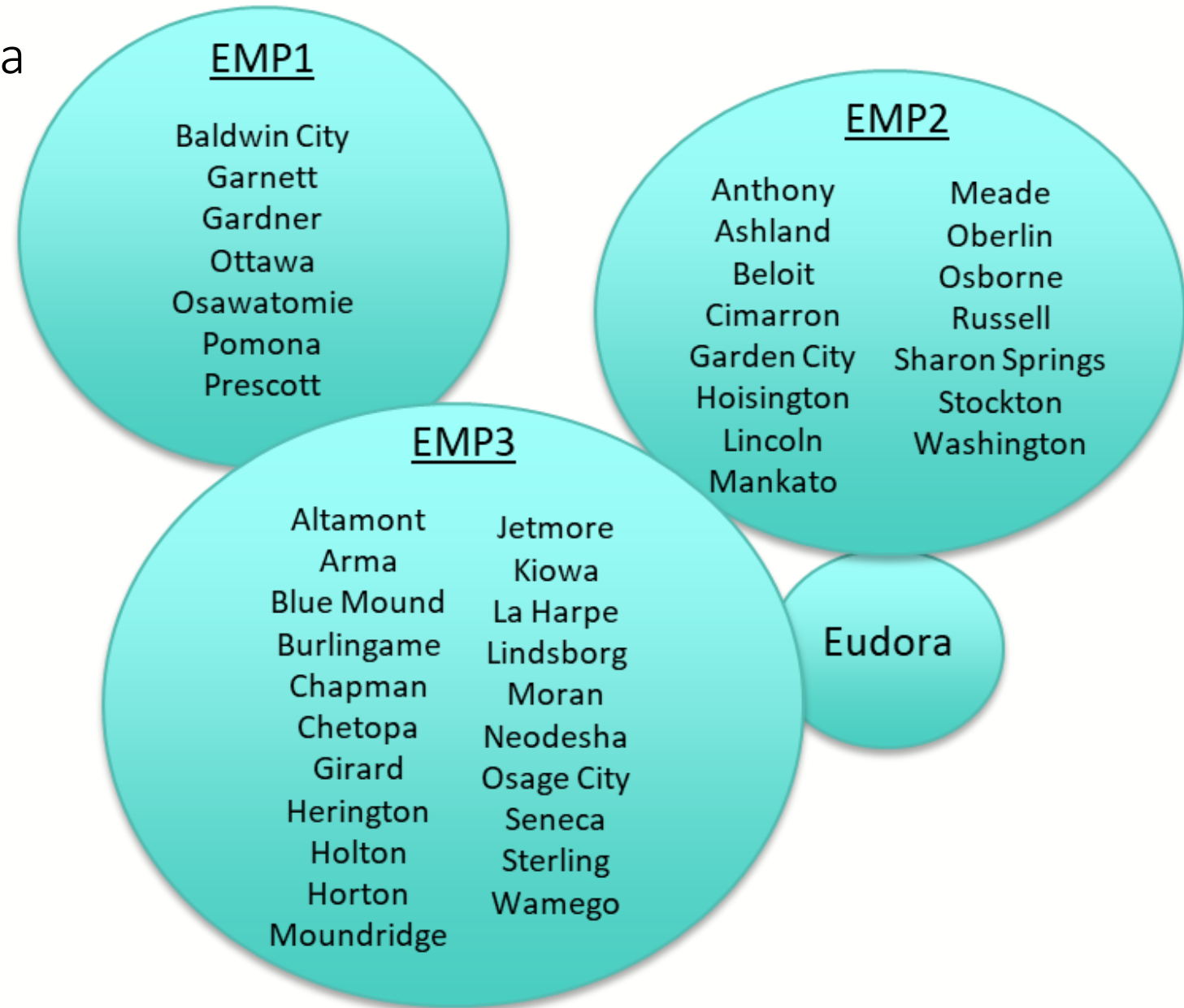


# KMEA Member Services

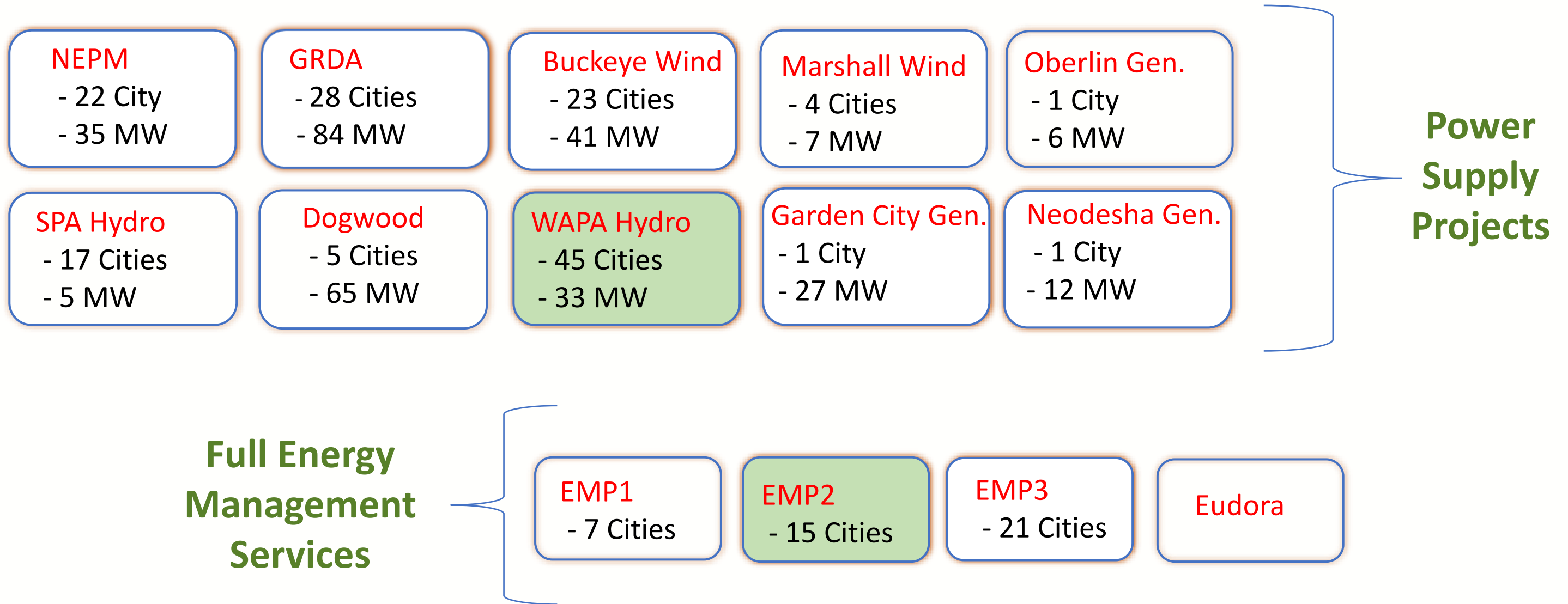


# Energy Management Projects

- 3 Energy Management Projects + Eudora
  - 43 Cities
  - Combined 390 MW Peak Load
  - Aggregated SPP Load Settlement
  - Share Capacity Resources
- KMEA Services
  - SPP Transmission Customer
  - SPP Market Participant
  - 24/7 Operations
- Size of EMP Member
  - Population
    - Smallest 262
    - Largest 30,761



# KMEA Projects



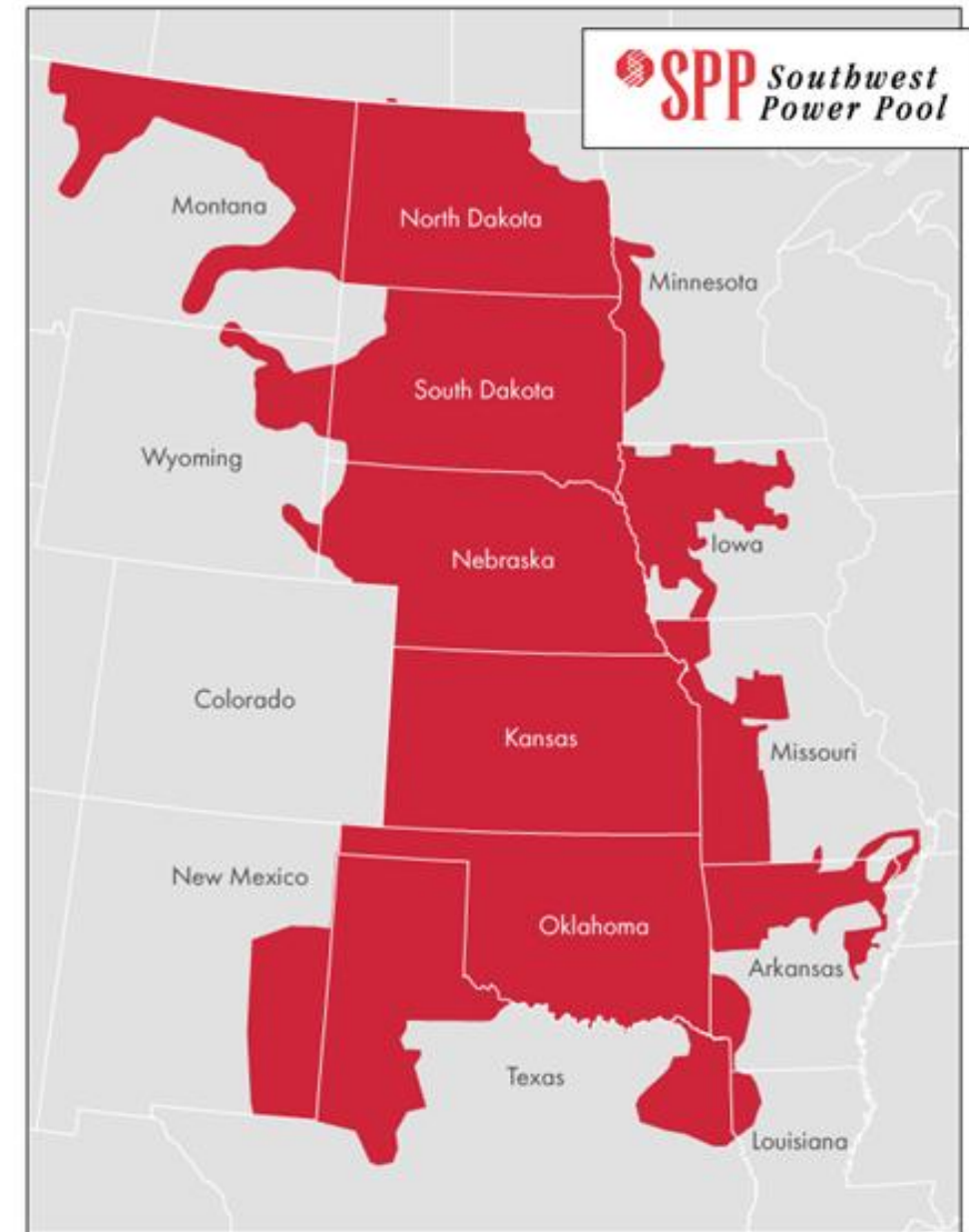
# Capacity, Energy, & Transmission

- Capacity/Demand—the ability to produce energy
  - Capacity & Energy can be purchased together like it is from Goodland's Federal Hydro (WAPA) resource
  - Or can be purchased/sold separately (i.e., City capacity sold to Sunflower)
- Energy—physical electricity from nuclear, natural gas, solar, coal, hydro, wind, or diesel power generation
- Transmission (bulk and distribution)—the physical lines and transformers that transmit the electricity from generators to end users



# Regional Transmission Operator (SPP)

- SPP is a Regional Transmission Organization (RTO)
- A non-profit corporation mandated by the Federal Energy Regulatory Commission to ensure reliable supplies of power, adequate transmission infrastructure, and competitive wholesale electricity prices on behalf of its members.
- SPP manages the energy market within the SPP region by balancing load, generation bids, and transmission flows all to minimize costs while ensuring reliable energy supply.
- “Air traffic controllers” of the power grid.



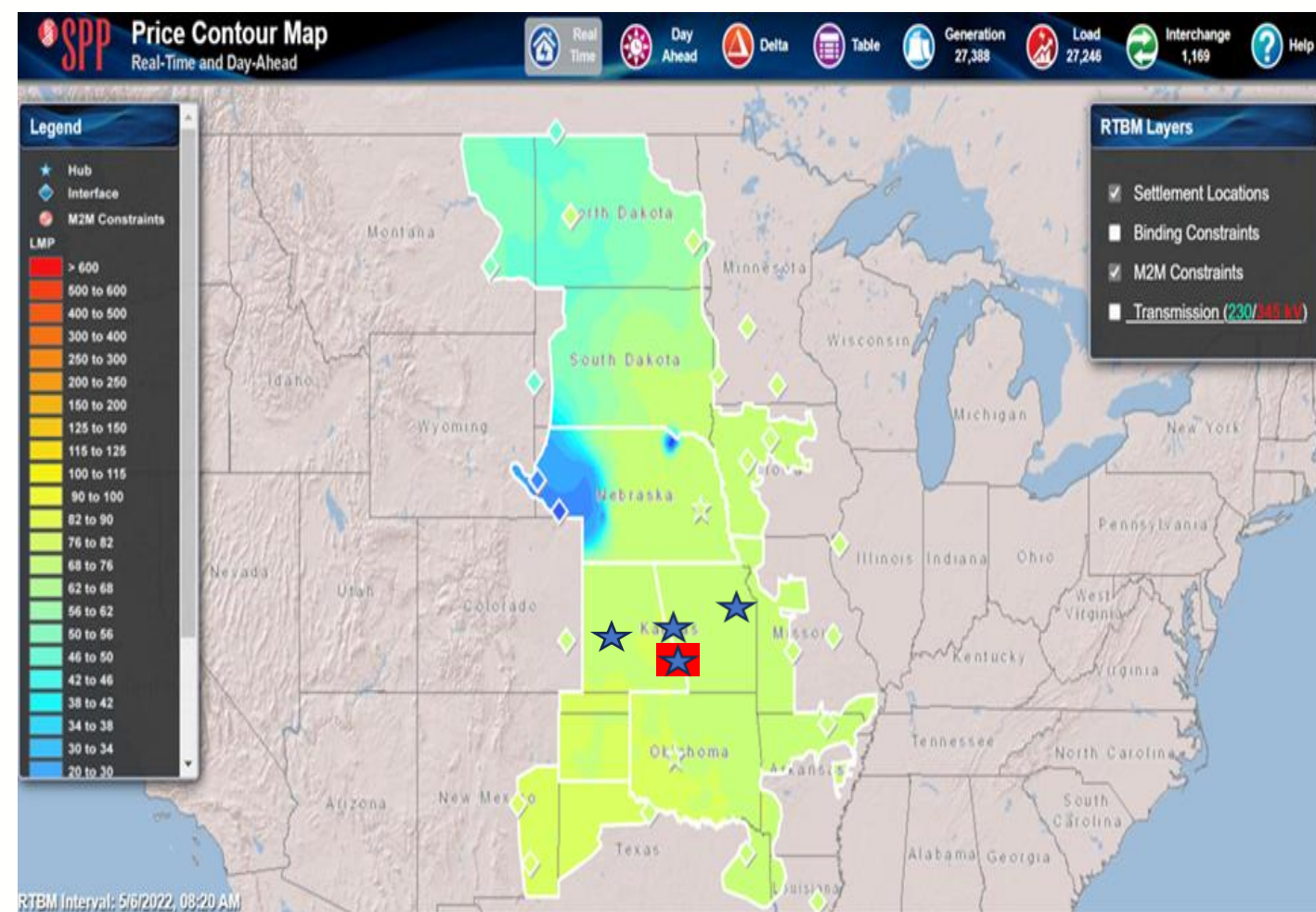
# KMEA—Energy Management Services

- KMEA facilitates transactions for Members to purchase entire load not generated from internal generation. This energy is purchased from SPP in the Integrated Marketplace. SPP conducts a day-ahead and a real-time market.
- KMEA estimates each Cities hourly load, aggregates and submits to SPP as a “load bid”
  - We are telling SPP we want to purchase this energy
- KMEA creates cost estimates for all our internal generation and registered generation daily and submits to SPP.
  - We are pricing based on current fuel costs, and giving SPP information needed so that they can dispatch the most economic generation.
- KMEA submits schedules to SPP for transactions that we want them to clear in market for us.



# LMP's—Over 1,200 Pricing Nodes in SPP

- Locational Marginal Price (LMP)
  - LMP's differ by location when transmission congestion occurs
  - Transmission congestion prevents energy from low-cost generation meeting all loads
  - Day-ahead (DA) & Real-time (RT) pricing
  - ~97% of KMEA's transactions are DA due to greater price stability
  - Not 100% due to ~3% forecasting errors
  - Goodland purchases the majority of your load DA, this solar resource would settle financially DA at or near the same price. Left with a fixed “hedge” at bi-lateral transaction price.
- LMP's calculated hourly for all nodes
    - $LMP = MEC + MLC + MCC$
    - MEC = Marginal Energy Component
    - MLC = Marginal Loss Component
    - MCC = Marginal Congestion Component



# NextEra (NEER) Large Scale Solar Project

## Project Summary

- **Name:** Ninnescah Flats Solar
- **Location:** Pratt County, KS—about 70 miles west of Wichita
- **Nameplate of Facility:** 200 MW
- **Technology:** Single-axis tracker
- **Anticipated COD:** December 31, 2026
- **KMEA MW Volume:** Up to 90 MW
- **Expected Capacity Factor:** 27%
- **Expected Capacity Accreditation:** 40-50%
- **Price & Term:** \$50/MWh—fixed for 30 years
  - Does not include the REC's





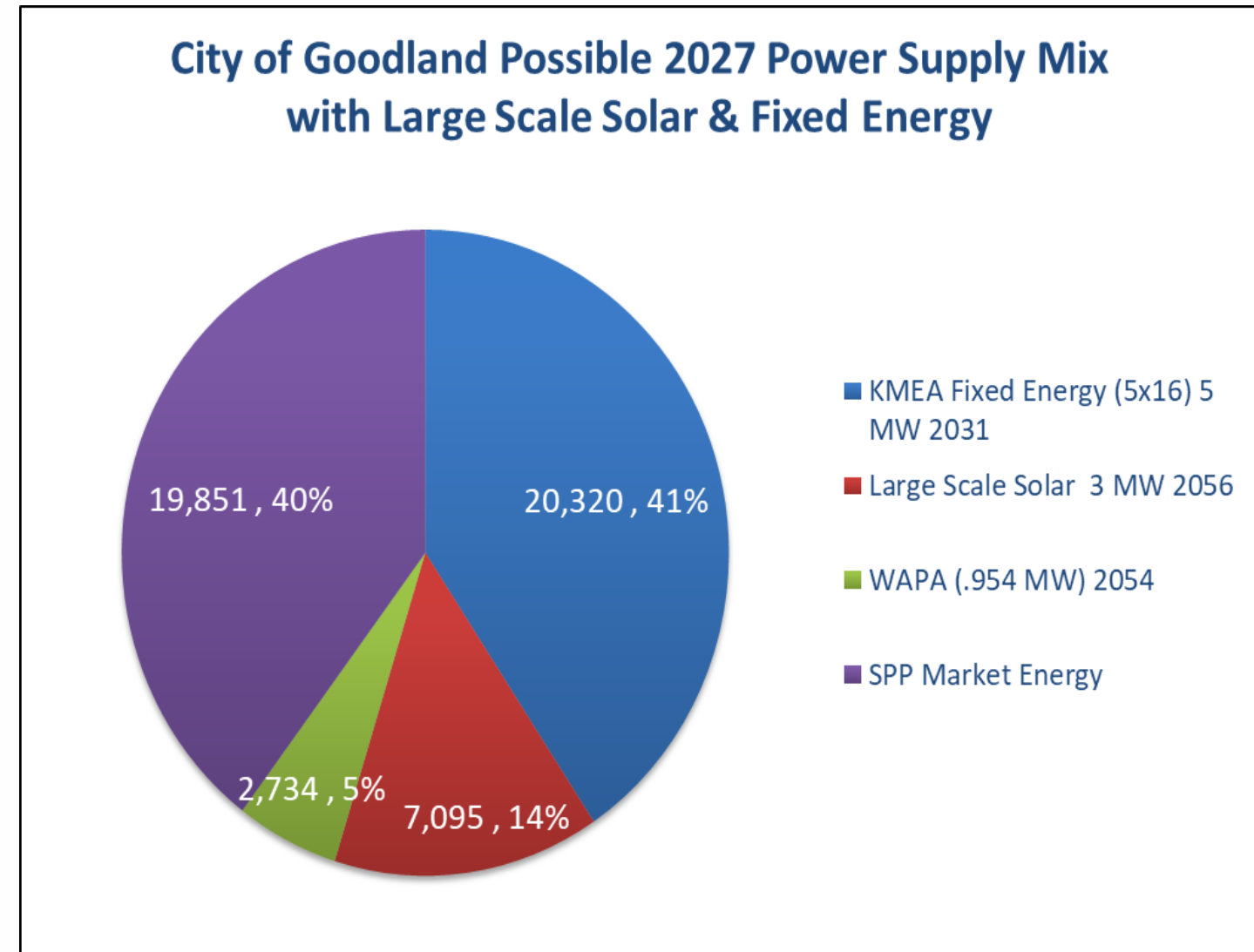
# What This Product Does for a Member City

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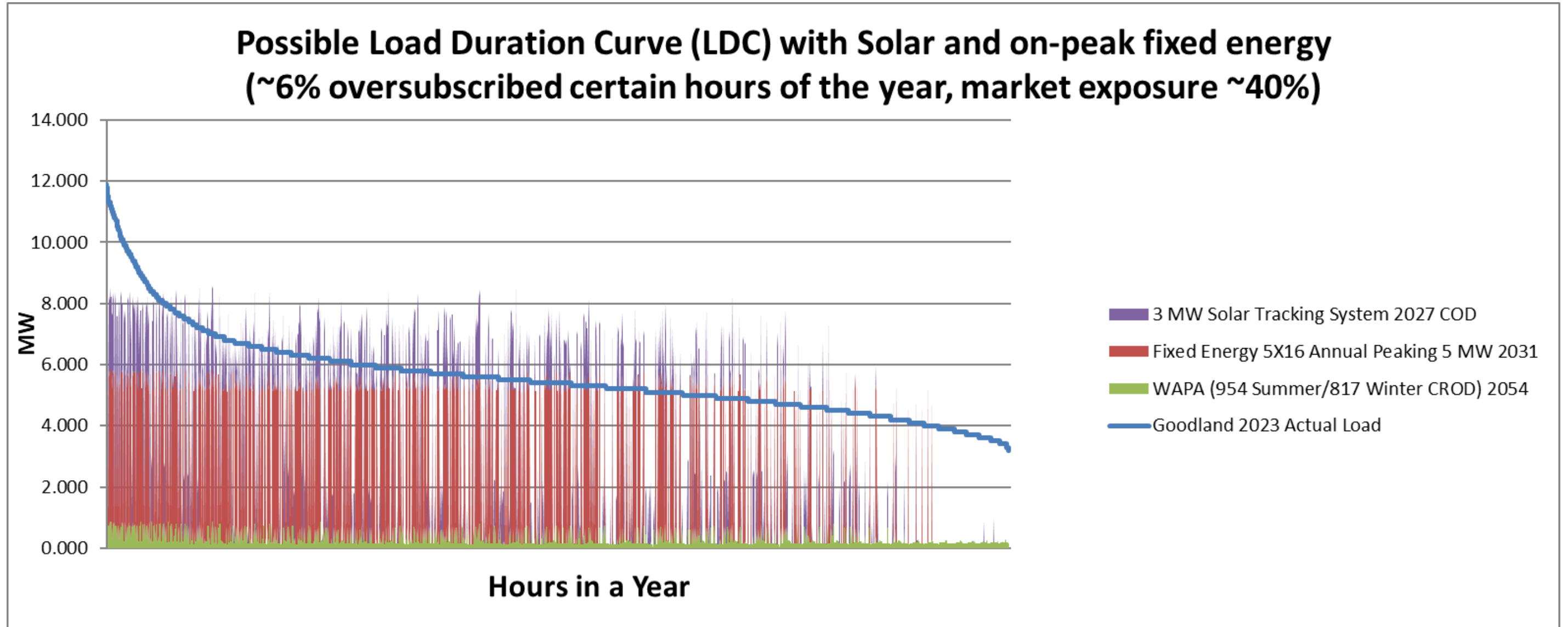
- This product would cover a portion (14-15%) of a Goodland's on-peak hours—when prices are predominantly the most expensive.
  - Thereby stabilizing rates for a portion of your on-peak energy consumption for 30 years.
- Today, gas prices are low and subsequently power prices are more affordable. In 2022, during high gas levels, peaking power from the market was in the \$60-\$80/MWh range on a consistent basis. Today, peaking power from the market is in the \$30-\$50/MWh range.
- Today, 8-10 year on-peak fixed energy products are offered at \$65-\$70/MWh due to the volatility in the market associated with geo-political issues, energy policies, load growth, AI, etc.

# Power Supply Mix—2027 Example with Solar & Fixed Energy

- KMEA is a big proponent of diversity in products, fuel, and terms.
- With KMEA, Goodland is in control of your power supply, internal generation, today and in the future. If a great technology becomes available in 2031, Goodland would have nearly a blank canvas with ~80% available to participate into different project(s).
- Under this portfolio, and today's forecasted market pricing, Goodland's "all-in" power supply estimates would be ~\$60/MWh or \$.06/kWh.



# Possible LDC with Solar and On-peak Fixed Energy



# Next Steps & Timeline

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- KMEA will modify agreement to City's desired solar allocation request.
- Goodland has until the end of December 2024 to execute the City resolution and agreement if Cities desires to move forward.

# Questions?

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**Ninnescah Flats Solar Project Agreement**

**between**

**Kansas Municipal Energy Agency**

**and**

**City of [REDACTED], Kansas**

This Ninnescah Flats Solar Project Agreement (“Agreement”) is made this [REDACTED] day of [REDACTED], 2024, by and between Kansas Municipal Energy Agency, a municipal energy agency organized and existing under the laws of the State, including particularly the Act (hereinafter “KMEA”) and City of [REDACTED], Kansas, a municipal corporation organized and existing under the laws of the State (hereinafter “City”), (KMEA and City hereinafter referred to collectively as “Parties” or, at times, individually as “Party”).

**WITNESSETH:**

**WHEREAS**, KMEA consists of members (the “Members”) which are (i) cities organized and existing under the laws of the State, and (ii) authorized by such laws to engage in the local distribution and sale of electric power and energy; and

**WHEREAS**, KMEA is authorized by the Act to plan, finance and construct projects for the purchase, sale, generation and transmission of electricity for the purpose of securing an adequate economical and reliable supply of electricity and other energy for its Members; and

**WHEREAS**, City owns and operates a municipal electric system and is a Member in good standing of KMEA; and

**WHEREAS**, City is authorized under the laws of the State, including particularly K.S.A. 12-825j and the Act, to contract to buy from KMEA capacity and energy and related products to meet City’s present and future requirements for a period not in excess of forty (40) years; and

**WHEREAS**, KMEA has entered or expects to enter into a power purchase agreement to acquire up to 90 MW of electric energy, capacity, and ancillary services from the Ninnescah Flats Solar Project in Pratt County, Kansas (the “Facility”) for a period of thirty (30) years commencing on the Delivery Start Date (as defined herein) (the “KMEA-Ninnescah Flats PPA” as defined below in Section 1.20); and

**WHEREAS**, KMEA’s purchase of entitlements in the Ninnescah Flats Solar Project, as documented in the Ninnescah Flats PPA, excludes environmental attributes associated with the Project; and,

**WHEREAS**, KMEA desires to form the Ninnescah Flats Solar Project, through which Members who wish to participate will purchase electric energy, capacity, and ancillary services from the Facility; and

**WHEREAS**, this Agreement is intended to enable KMEA to pass through the benefits and obligations of the KMEA-Ninnescah Flats PPA to City, such that neither KMEA nor City obtains

a benefit or incurs a burden or obligation due to a drafting or other difference between this Agreement and the KMEA-Ninnescah Flats PPA; and

**WHEREAS**, City desires to participate in the Ninnescah Flats Solar Project, pursuant to the terms and conditions set forth herein;

**NOW, THEREFORE**, in consideration of the premises, the mutual promises and agreements set forth herein and other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, the Parties do hereby agree as follows:

## **ARTICLE ONE: DEFINITIONS**

Any capitalized words used but not defined in this Agreement or its Schedules shall have the meaning as defined in the KMEA-Ninnescah Flats PPA or the SPP Open Access Transmission Tariff.

1.1 Act shall mean K.S.A. 12-885, *et seq.*, as amended, and all laws amendatory or supplemental thereto.

1.2 Agreement shall mean this Ninnescah Flats Solar Project Agreement between City and KMEA.

1.3 Business Day shall mean any weekday (*i.e.*, other than Saturday or Sunday) that is not a holiday observed by banks in the State.

1.4 City shall mean City of [REDACTED], Kansas and its permitted successors and assigns.

1.5 City Entitlement shall mean [REDACTED] megawatts, which is a portion of KMEA's allocated share of the Facility on which the City's entitlements to energy, capacity, and ancillary services and corresponding obligations hereunder are based.

1.6 City Percentage shall be set forth in Schedule 4.1, as attached hereto and expressed as a percentage, which may be modified from time to time.

1.7 Contract Price means \$50.00 per MWh, subject to the adjustments set forth in Sections 11.14 and 11.15 of the KMEA-Ninnescah Flats PPA.

1.8 Delivery Start Date shall mean the "Commercial Operation Date" or if KMEA elects to take "Test Energy" (as both terms are defined in the KMEA-Ninnescah Flats PPA) the date on which Test Energy is available for delivery.

1.9 Effective Date shall mean the date as of which this Agreement has been executed by both Parties, as reflected on the signature page(s).

1.10 "Environmental Attributes" means any current and future emissions, air quality or other environmental attribute, aspect, characteristic, claim, credit, compliance premium, benefit, reduction, offset or allowance, howsoever entitled or designated, resulting from, attributable to or associated with an electric generating facility's benefits to the environment and capable of being measured, verified or calculated, including Renewable Energy Credits and the reporting rights

related to any such attributes, aspects, characteristics, claims, credits, benefits, reductions, offsets or allowances, including the right of a Person to report the ownership thereof in compliance with federal or state law, if applicable, or otherwise to a federal or state agency or any other Person, including under any present or future federal, state or local law, regulation or bill or any international or foreign emissions trading program. Notwithstanding the foregoing, Environmental Attributes do not include any Energy, Ancillary Services, Accredited Capacity, PTCs, ITCs, or any other federal, state or local tax credits, grants or other tax incentives, or other incentives.

1.11 Event of Default shall have the meaning assigned to it in Section 11.1.

1.12 Facility shall mean that portion of the Ninnescah Flats Solar Project located in Pratt County, Kansas to which KMEA has entitlements pursuant to the KMEA-Ninnescah Flats PPA (*i.e.*, such term is intended to have the same meaning in this Agreement as it has in the KMEA-Ninnescah Flats PPA).

1.13 FERC shall mean the Federal Energy Regulatory Commission, or its successor in function.

1.14 Good Utility Practice shall mean any of the practices, methods and acts engaged in or approved by a significant portion of the electric utility industry during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method or act to the exclusion of all others, but rather to be acceptable practices, methods or acts generally accepted in the region.

1.15 Governmental Authority shall mean (a) any federal, state, local, municipal or other government or (b) any other governmental, quasi-governmental, regulatory or administrative agency, commission or other authority (including SPP, FERC, NERC and any applicable regional reliability entity) lawfully exercising or entitled to exercise any administrative, executive, judicial, legislative, police, policy, regulatory or taxing authority or power.

1.16 KMEA shall mean the Kansas Municipal Energy Agency, and its permitted successors and assigns.

1.17 KMEA Board of Directors shall mean the KMEA board of directors appointed by each Member pursuant to the provisions of Article V of the KMEA Bylaws and authorized in accordance with Article VII of the Second Amended and Restated Agreement to Create a Municipal Energy Agency.

1.18 KMEA-Ninnescah Flats PPA shall mean the Power Purchase Agreement between KMEA and Ninnescah Flats Solar, as may be amended from time to time.

1.19 Late Interest Rate shall mean, for any date, the lesser of (a) 1/365 of the sum of the per annum prime lending rate as may from time to time be published in *The Wall Street Journal* under "Money Rates" on such day (or if not published on such day on the most recent preceding day on which published) plus two percentage points (200 basis points) and (b) the maximum rate permitted by applicable law. In applying the Late Interest Rate, interest shall be compounded daily. In the event that the prime lending rate is no longer published in *The Wall Street Journal*, KMEA and the Participants will select an appropriate replacement source for the prime rate.



1.20 Members shall mean all members of KMEA, including City, all being municipal corporations or boards of public utilities, in either case (a) organized and existing under the laws of the State and (b) authorized, under the laws of the State, to engage in the local distribution and sale of electric power and energy.

1.21 Ninnescah Flats Solar shall mean Ninnescah Flats Solar, LLC.

1.22 Ninnescah Flats Solar Entitlement shall mean the attributes of the Facility to which KMEA is entitled as a result of the KMEA-Ninnescah Flats PPA, including electric energy, capacity, and ancillary services, and not including the Facility's Environmental Attributes.

1.23 Ninnescah Flats Solar Project shall mean the KMEA project created pursuant to this Agreement and the other Ninnescah Flats Solar Project Agreements for the relevant Members' purchase from KMEA of KMEA's Ninnescah Flats Solar Entitlement.

1.24 Ninnescah Flats Solar Project Agreement shall mean this Agreement or any substantially identical agreement entered into by KMEA with another Participant.

1.25 NERC shall mean the North American Electric Reliability Corporation.

1.26 Participant(s) shall mean City and/or one or more other Members who have executed a Ninnescah Flats Solar Project Agreement that is then in effect.

1.27 Payment Default shall have the meaning assigned to it in Section 11.1(a).

1.28 Person shall mean an individual, a corporation, a partnership, a limited liability company, an association, a joint-stock company, a trust, an unincorporated organization or any government or political subdivision thereof.

1.29 SPP shall mean Southwest Power Pool, Inc., or any successor thereto.

1.30 State shall mean the State of Kansas.

1.31 Term shall mean the period in which this Agreement is in effect as set forth in Article Two.

1.32 Transfer shall have the meaning assigned to it in Section 9.1.

1.33 Transferee shall mean a Person to whom a Transfer is permitted and to whom a Transfer is made or proposed to be made, pursuant to Article Eleven.

1.34 Transferor shall mean a Party making or proposing to make a Transfer to another Person pursuant to Article Eleven.

## **ARTICLE TWO: TERM**

2.1 Term. This Agreement shall be effective and binding upon execution by both of the Parties as reflected on the signature page(s) below, and (absent earlier termination as permitted hereunder) shall continue in effect until the earlier of (a) the end of the delivery period and final billings, or (b) termination of the KMEA-Ninnescah Flats PPA. Deliveries shall commence on the

Delivery Start Date and continue through the earlier of (a) a period of thirty (30) years or (b) the termination of the KMEA-Ninnescah Flats PPA. Notwithstanding the foregoing, this Agreement is conditioned upon the Ninnescah Flats Solar Project receiving all approvals necessary under the Ninnescah Flats Solar PPA. In the event that such approvals are not achieved and the Ninnescah Flats Solar PPA is terminated as a result, this Agreement will become null and void and of no force or effect.

### **ARTICLE THREE: RELATIONSHIP TO OTHER CONTRACTS**

3.1 Other Ninnescah Flats Solar Project Agreements. Except for the identity of the Participants and each City Entitlement and City Percentage (and, as applicable, other information specific to each individual Participant), this Agreement is and shall remain identical to the other Ninnescah Flats Solar Project Agreements.

3.2 Relationship to SPP Markets. The Parties agree that this Agreement is premised on the continuing ability of KMEA to implement the Ninnescah Flats Solar Project within the transmission footprint of SPP and the operation of SPP's centralized markets. If, during the Term, the Facility is no longer located within the SPP footprint or otherwise operating within SPP's centralized markets, or if the City's load will no longer be located within SPP, or if for any other reason the implementation of the Ninnescah Flats Solar Project will no longer be conducted within SPP's centralized markets, then the Parties agree to undertake in good faith negotiations to amend this Agreement to provide for physical delivery to the City of its properly allocable share of the products available from the Facility, or otherwise to provide City with its properly allocable share of benefits from the Ninnescah Flats Solar Project, through means consistent with then-applicable tariffs. The Parties acknowledge that no such amendments shall diminish City's obligation to make payments to KMEA as required pursuant to Article Five.

3.3 No Ownership Interest Conveyed. This Agreement does not create any ownership or leasehold rights on the part of City with respect to the Facility.

### **ARTICLE FOUR: NINNESCAH FLATS SOLAR PROJECT OPERATIONS AND CITY PARTICIPATION**

4.1 City's Entitlement. Beginning on the Delivery Start Date, City shall purchase its City Percentage of the capacity, energy and other attributes of the Facility that are available to KMEA pursuant to the terms and conditions of the KMEA-Ninnescah Flats PPA. It is the intent of KMEA and the City that the benefits and obligations accruing to KMEA shall be flowed through to the City pursuant to this Agreement. Accordingly, in the event of a conflict between the terms of this Agreement and the KMEA-Ninnescah Flats PPA, the Parties to this Agreement shall look to the terms of the KMEA-Ninnescah Flats PPA to attempt to resolve such conflict. The City Entitlements and City Percentages of all Participants shall be set forth in Schedule 4.1 attached to this Agreement. KMEA will update Schedule 4.1 periodically as necessary, including without limitation to reflect changes resulting from actions taken pursuant to Section 9.4, Section 11.4, and/or any other applicable provision of this Agreement.

#### 4.2 SPP Operations

(a) The Parties acknowledge that (i) the actual capacity and energy available from KMEA's Ninnescah Flats Solar Entitlement at any given time will be a function of the Facility's then-available capability, the manner in which KMEA's portion of the Facility is offered into the SPP markets, and SPP's market dispatch, and (ii) the City

Percentage of the SPP-accredited capacity of the Facility to which City is entitled at any given time is likely to be less than City's Entitlement (which is based on nameplate capacity).

(b) All revenues received by KMEA and costs incurred by KMEA related to energy and ancillary services transactions in SPP in connection with the Facility will be allocated among the Participants based on their City Percentages, subject to Section 11.3 and other relevant provisions of Article Eleven if a Participant is in default under this Agreement. Each month, KMEA shall distribute to City its share of net revenues received by KMEA from SPP for sales of energy and ancillary services available from the Facility in the form of a credit on the monthly invoice rendered pursuant to Section 6.1.

(c) Unless KMEA is the load responsible entity ("LRE") for all of the Participants, then KMEA shall develop procedures by which KMEA will enable each LRE Participant (or the Market Participant representing it, which in some cases may be KMEA) to report its City Percentage of KMEA's Ninescah Flats Solar Entitlement to the SPP-accredited capacity associated with the Facility for purposes of any applicable resource-adequacy provisions of the SPP tariff.

4.3 No Environmental Attributes. The Parties acknowledge that the KMEA-Ninescah Flats PPA does not convey any rights to Environmental Attributes. City shall not claim the Environmental Attributes or other "renewable energy," "green energy," "clean energy," or similar attributes retained by Ninescah Flats Solar. City shall not make or originate any marketing claim, public statement, or representation that may diminish the value, marketability or use of the Ninescah Solar Project's Environmental Attributes. City shall cause a public statement to be redacted, removed, ceased, revised, corrected, or updated from or on any public forum promptly upon written notice from KMEA to avoid a double-counting claim. City shall indemnify KMEA from any claims arising out of City's breach of its obligations under this Section 4.3.

## **ARTICLE FIVE: COST RESPONSIBILITY**

5.1 General Principle. It is the Parties' intention that City will be responsible for its allocable share (as determined pursuant to this Article Five) of (a) the energy charges KMEA incurs in connection with the KMEA's Ninescah Flats Solar Entitlement, (b) all other charges KMEA incurs under or in connection with the KMEA-Ninescah Flats PPA, and (c) KMEA's administrative and other reasonable costs associated with its operation of the Ninescah Flats Solar Project (which shall include an allocable share of KMEA's general costs of providing services that are not directly assignable to any given project). City's obligation to pay for its allocable share of such costs shall be effective upon the Effective Date of this Agreement and continue until all amounts due hereunder are paid in full notwithstanding the occurrence of any event, the availability of the Facility, or the taking of any action permitted by this Agreement. The provisions that follow are intended to implement, but not to narrow, this intention.

5.2 Cost Responsibility for Ninescah Flats Solar Project Costs. Starting with the first month following the Delivery Start Date, City shall pay energy charges, transmission charges as may be applicable, and administrative charges that reflect its properly allocable share of all of KMEA's net costs related to the Ninescah Flats Solar Project.

(a) Each month, City's Ninescah Flats Solar Project energy charge shall be calculated as the City Percentage of the total of KMEA's "Monthly Payments" (as defined in the KMEA-Ninescah Flats PPA) payment to Ninescah Flats Solar

associated with the Facility for the preceding month, as charged to KMEA under the KMEA-Ninnescah Flats PPA. For information purposes only, KMEA will pay the Contract Price for its share of the energy actually delivered from the Facility, which will form the basis for City's monthly payment obligation hereunder.

(b) Each month, City's Ninnescah Flats Solar Project transmission charge shall be its properly allocable share of any applicable transmission-related costs paid by KMEA for the month that are directly related to the Ninnescah Flats Solar Project and that are not otherwise reimbursed to KMEA by the City pursuant to any other agreement between the Parties. Such transmission-related costs may include, without limitation, SPP study costs, costs of upgrades, and any costs associated with Auction Revenue Rights, Transmission Congestion Rights or Long-Term Congestion Rights, in each case arising in connection with the Ninnescah Flats Solar Project.

(c) City's administrative charge each month shall be (i) an amount established by KMEA from time to time based on KMEA's Budget, plus (ii) where applicable, City's portion of KMEA's costs incurred in the prior month that are related to the Ninnescah Flats Solar Project but were not included in KMEA's Budget.

### 5.3 City Obligation to Establish Rates and Pay Allocable Share of KMEA's Costs.

(a) All amounts payable by City for its allocable share of all of KMEA's net costs related to the Ninnescah Flats Solar Project shall be due whether or not the Facility is operating or operable or its output is suspended, interrupted, interfered with, reduced or curtailed or terminated in whole or in part, and such payments shall not be subject to any reduction, whether by offset, counterclaim, recoupment or otherwise, and shall not be conditioned upon the performance or nonperformance of KMEA, or any other person under this agreement or the KMEA-Ninnescah Flats PPA, or any other agreement for any cause whatsoever.

(b) Payments made by City under this agreement to or on KMEA's behalf, whether or not reduced to judgment, shall be made as operating expenses from the revenues of City's electric utility system and from other funds of City's electric system legally available for the payment of costs and expenses of its electric system, and shall be in addition to, and not in substitution for, any other payments, whether on account of dues or otherwise, owed by City to KMEA. City's obligation to make payments under this Agreement to KMEA, whether or not reduced to judgment, shall not constitute general obligations of City, and City shall not be required to make such payments from any source other than the revenues and funds mentioned in the preceding sentence.

(c) City shall establish, impose, maintain, enforce, and collect rates, fees, and charges for electric power and energy to its customers which shall provide City with revenues sufficient to meet its obligations to KMEA under this Agreement, and shall pay all such obligations from, or constitute a charge or lien on, the gross revenues of City's municipal electric system.

## **ARTICLE SIX: BILLING AND PAYMENTS**

6.1 Timing and Method of Invoices. Charges will be billed to City each calendar month, based on KMEA's Ninnescah Flats Solar Project costs for the preceding month. KMEA shall prepare and render such monthly invoices based on its actual payment of charges assessed to KMEA for the preceding month under the KMEA-Ninnescah Flats PPA. KMEA shall provide each monthly invoice by e-mail to the City on or before the last Business Day of the month.

6.2 Timing and Method of Payments. City shall pay the invoiced amount by the last Business Day of the month (provided, however, that the City shall not have less than seven (7) Business Days after issuance of the invoice in which to make its payment), via a bank wire transfer or ACH debit to KMEA's bank account in accordance with the instructions provided in writing by KMEA. Interest shall be payable on all amounts not paid on or before the payment due date, over the actual number of days elapsed from the payment due date to the date such amounts are paid, at the Late Interest Rate.

6.3 True-Ups. To the extent any portion of a monthly invoice is based on KMEA's budget or other estimates or projections, KMEA shall true up the related charges as soon as practicable after it has the necessary information regarding actual costs. Any overpayments by City shall be credited on the next invoice provided to City, and any underpayments shall be added to the next invoice provided to City.

6.4 Disputes. If City disputes any bill issued hereunder or the existence or extent of any obligation to make any payment hereunder, it shall nevertheless make payment of all bills when due in full with a written protest, submitted at the time of or subsequent to such payment, directed to KMEA. Any such protest shall be subject to the limitations set forth in Section 6.6. When any dispute regarding payment is resolved, any refunds due shall be paid (or credited) within ten (10) days thereafter, based upon the actual number of days elapsed from the date paid until the date refunded or offset.

6.5 Audits. Not more than once a year, one or more of the Participants may conduct an audit of (i) records maintained by KMEA in connection with the Ninnescah Flats Solar Project, and (ii) all costs charged to each Participant. If City wishes to initiate such an audit, it shall offer the other Participants the opportunity to participate. The costs of such audits shall be borne by the Participants that agree to participate in the audit, either directly or through reimbursement to KMEA. KMEA shall cooperate with one such audit in any given twelve-month period, by making available documents and other information reasonably requested in connection therewith, during normal business hours.

6.6 Restriction on Challenges. No challenge may be raised by the City with respect to the validity of costs incurred by KMEA under the KMEA-Ninnescah Flats PPA (including challenges to the correctness and/or prudence of such costs) except to the extent that KMEA can in turn raise the challenge under the KMEA-Ninnescah Flats PPA, and the resolution of any such challenge under the KMEA-Ninnescah Flats PPA shall be dispositive as between City and KMEA.

6.7 Pass-Through of Refunds or Damages. If, pursuant to the KMEA-Ninnescah Flats PPA, KMEA receives any refund or payment for damages (as opposed to credits against its monthly bills, which will simply reduce KMEA's costs to be passed through to City hereunder) of any of its Ninnescah Flats Solar Project costs, it shall promptly pay to City an allocable share of such refund

or damages based on the same methodology and percentage or billing determinant(s) that were originally used to collect from City the charges to which the refund relates.

6.8 Future Prepay Agreements. In the event that KMEA participates in a future prepay agreement, any discount associated with that prepay will be netted against the City's cost responsibility identified in Section 5.2.

## **ARTICLE SEVEN: INFORMATION REGARDING NINNESCAH FLATS SOLAR PROJECT**

7.1 Provision of Information on Ninnescah Flats Solar Project. KMEA will make reasonable efforts to obtain any specific Facility information requested by City regarding the Ninnescah Flats Solar Project.

7.2 KMEA Budget. KMEA's annual budget will include allocations to the Ninnescah Flats Solar Project. City shall have the right to review and have input on the KMEA budget via the KMEA Board of Directors.

7.3 Confidentiality. The Parties recognize that some or all of the information provided by KMEA to City hereunder, either orally or in writing, will be deemed confidential and subject to certain restrictions pursuant to the KMEA-Ninnescah Flats PPA. City hereby agrees to abide by all such restrictions on the use of confidential information it obtains hereunder. The confidentiality provisions of the KMEA-Ninnescah Flats PPA are set forth in Schedule 7.3 attached hereto and made a part hereof by reference. If any subsequent amendment to the KMEA-Ninnescah Flats PPA modifies such provisions, Schedule 7.3 shall be deemed to be automatically amended to reflect the then-current confidentiality provisions. The Parties recognize that any confidentiality restrictions hereunder must be consistent with applicable Kansas laws on open records and open meetings.

## **ARTICLE EIGHT: LIABILITY AND INDEMNIFICATION**

8.1 General Indemnification of KMEA. City expressly agrees, proportionate to the City's Percentage and to the fullest extent permitted by law, to indemnify, hold harmless and defend KMEA against any and all claims, liability, costs or expenses (including without limitation attorneys' fees and expenses) for loss, damage or injury to persons or property in any manner directly or indirectly connected with or growing out of the KMEA-Ninnescah Flats PPA, KMEA's participation in the Ninnescah Flats Solar Project, and/or the generation, transmission or distribution of capacity and energy from the Facility, unless such loss, damage or injury is the result of bad faith, gross negligence, or reckless or willful misconduct of KMEA or its employees acting within the course and scope of their employment.

8.2 Waiver of Indirect Damages. To the fullest extent permitted by law, neither Party shall be liable to the other for punitive, indirect, exemplary, consequential, or incidental damages arising in connection with this Agreement.

8.3 Waiver of Sovereign Tort Immunity. Nothing herein shall be construed as a waiver by City of the sovereign tort immunity granted to City under the laws of the State.

## ARTICLE NINE: ASSIGNMENT

9.1 General Limitations on Transfers. Except as otherwise provided in this Article Nine, neither Party may sell, lease, assign, transfer, convey or otherwise dispose of in any manner, directly or indirectly (collectively, "Transfer") all or any part of its rights, obligations, benefits, advantages, titles and interest in this Agreement without the prior written consent of the other Party, such consent not to be unreasonably withheld, conditioned or delayed, and any such Transfer in contravention of this Article Nine shall be null and void *ab initio*. For purposes of this Section 9.1, any ground that is reasonably likely to have an adverse effect on the non-transferring Party may constitute a ground for withholding or conditioning its consent and shall be described to the Transferor in reasonable detail if consent is denied.

9.2 Notice of Proposed Transfer. If a Party desires to Transfer its interest in this Agreement, then no less than sixty (60) days prior to such proposed Transfer, the Transferor shall provide written notice thereof to the other Party. The notice shall identify the proposed Transferee and the date on which the Party proposes to effect the Transfer.

### 9.3 Transfers by KMEA.

(a) In connection with any Transfer by KMEA of its Ninnescah Flats Solar Entitlement to any Person into which KMEA is merged or that otherwise acquires or succeeds to the entirety of KMEA's business, KMEA shall assign this Agreement and Transfer all of its rights and obligations hereunder to such Person. KMEA shall not be required to obtain City's consent for any such Transfer (provided, however, that nothing in this Section 9.3(a) shall affect the rights of City with respect to any vote of the KMEA Board of Directors regarding the proposed merger or other transaction of which the Transfer is a part).

(b) Any other Transfer by KMEA of its Ninnescah Flats Solar Entitlement to any successor or assignee shall require the consent of all Participants. In connection with any such assignment, KMEA shall assign this Agreement and Transfer all of its rights and obligations hereunder to such successor or assignee.

9.4 Transfers by City. If City proposes to Transfer its interest in this Agreement, KMEA shall have the right to terminate this Agreement effective as of the proposed Transfer date, with the result that KMEA re-acquires the rights to the City Entitlement, and that City is released from its obligations hereunder. If KMEA chooses to exercise this right, it shall provide notice of its election to City no later than thirty (30) days after receiving the notice provided by City pursuant to Section 9.2. If KMEA chooses not to exercise this right, the proposed Transfer may go forward if KMEA consents. The Parties acknowledge and agree that any such consent may reasonably be conditioned on such matters as the Transferee's creditworthiness. If City Transfers any portion of its participation interest in the Ninnescah Flats Solar Project to another Person or if KMEA exercises its option to terminate this Agreement and re-acquire the rights to the City Entitlement, KMEA shall prepare a revised Schedule 4.1 reflecting the current Participant identities and, where applicable, the revised City Entitlements and City Percentages of all Participants.

9.5 Conditions Required for Permitted Transfers. As a condition precedent to any permitted Transfer hereunder:

(a) at the time of the Transfer, either (i) the Transferor must not be in default of any of its material obligations under this Agreement or (ii) such default must be cured on or prior to the date of the Transfer; and

(b) the Transferor shall deliver to the other Party documents satisfactory to it evidencing Transferee's acceptance of the Transfer and assumption of all of the Transferor's obligations under this Agreement.

## **ARTICLE TEN: DISPUTE RESOLUTION**

10.1 Dispute Notice. If a dispute arises between the Parties, then the aggrieved Party may provide written notice thereof to the other Party, including a detailed description of the subject matter of the dispute.

10.2 Negotiations. Representatives of the Parties shall in good faith attempt to resolve such dispute by informal negotiations within ten (10) Business Days from the date of receipt of a dispute notice under Section 10.1.

10.3 Involvement of Senior Executives. If the dispute is not resolved within ten (10) Business Days following receipt of the dispute notice or such later date as the Parties may mutually agree, then each Party shall promptly designate its most senior executive responsible for the subject matter of the dispute who shall have authority to resolve the dispute. The senior executives shall obtain such information as may be necessary to inform themselves of the substance and particulars of the dispute and shall meet within twenty (20) Business Days, at a time and place mutually acceptable to the senior executives.

10.4 Arbitration. If the senior executives are unable to resolve the dispute within twenty (20) Business Days of their first meeting or such later date as the senior executives may mutually agree, then the dispute shall, subject to Section 10.5, be resolved solely and exclusively by binding arbitration, using the following procedures (absent agreement of the Parties to different procedures).

(a) The arbitration shall be conducted before a panel of three arbitrators in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA") then in effect, except as modified herein. The Party seeking relief from the other Party shall prepare and submit a request for arbitration (the "Demand"), which will include statements of the facts and circumstances surrounding the dispute, the legal obligation breached by the other Party, the amount in controversy and the requested relief. The Demand shall be accompanied by all relevant supporting documents.

(b) Unless the dispute uniquely affects just one Participant, each other Participant that is affected by the dispute shall, for purposes of a particular arbitration, declare which Party it supports. In applying the provisions of this Section 10.4, each reference to a "Party" will be deemed to include all aligned Participants, and the aligned parties shall act in a collective manner to exercise their rights and fulfill their obligations hereunder. A Participant that elects not to participate will nonetheless be bound by the outcome of the arbitration.

(c) Arbitration shall be held in Johnson County, Kansas. The arbitration shall be governed by the United States Arbitration Act, 9 U.S.C. §§ 1 et seq. Notwithstanding references herein to use of the AAA Commercial Arbitration Rules and possible AAA



selection of arbitrators, it is not the Parties' intention to require use of AAA or any other organization to administer any arbitration.

(d) The Party asserting a claim for relief and the Party opposing such relief shall each select one arbitrator within ten (10) days of the receipt of the Demand, or if such Party fails to make such selection within ten (10) days from the receipt of the Demand, the AAA shall make such appointment upon the written request of the other Party. The two arbitrators thus appointed shall select the third arbitrator, who shall act as the chairman of the panel. If the two arbitrators fail to agree on a third arbitrator within thirty (30) days of the selection of the second arbitrator, the AAA shall make such appointment.

(e) The award shall be in writing (stating the award and the reasons therefor) and shall be final and binding upon the Parties, and shall be the sole and exclusive remedy regarding any claims, counterclaims, issues, or accountings presented to the arbitration panel. The arbitration panel shall be authorized in its discretion to grant pre-award and post-award interest at commercial rates. Judgment upon any award may be entered in any court having jurisdiction.

(f) This Agreement and the rights and obligations of the Parties shall remain in full force and effect pending the award in any arbitration proceeding hereunder.

(g) Unless otherwise ordered by the arbitrators, each Party shall bear its own costs and fees, including attorneys' fees and expenses. The Parties expressly agree that the arbitrators shall have no power to (1) consider or award any form of damages barred by Section 8.2, or any other multiple or enhanced damages, whether under statutory or common law, or (2) require any modifications to this Agreement.

(h) Each Party understands that it will not be able to bring a lawsuit concerning the affected dispute, except as necessary to enforce this Section 10.4 or an arbitration award.

10.5 Agency Jurisdiction. Notwithstanding anything to the contrary in Section 10.4, the Parties acknowledge and agree that a dispute over which a Governmental Authority has exclusive jurisdiction shall, in the first instance, be brought before and resolved by such Governmental Authority.

## **ARTICLE ELEVEN: DEFAULT AND REMEDIES**

11.1 Events of Default. The following shall be Events of Default under this Agreement:

- (a) The failure of City to make a payment when due under this Agreement (a "Payment Default"); or
- (b) Assignment of this Agreement by City other than as permitted pursuant to Article Nine or any other action or omission by City that would cause KMEA to be in breach of any provision of the KMEA-Ninnescah Flats PPA; or
- (c) The failure of a Party to perform or abide by any other material obligation under this Agreement within 60 days of receipt of written notice of non-performance; *provided, however*, that if such default cannot be cured within such

60-day period, no Event of Default shall occur for so long as the non-performing Party is diligently pursuing a cure, and such non-performance is curable; or

(d) The commencement, with respect to a Party, by such Party or by another person or entity of a bankruptcy, reorganization, moratorium, liquidation or similar insolvency proceeding or other relief under any bankruptcy or insolvency law affecting creditors' rights or a petition is presented or instituted for its winding-up or liquidation.

11.2 Remedies. If a Party fails to perform or breaches any of its material obligations under this Agreement, then the non-defaulting Party shall be entitled to exercise all remedies available to it at law or in equity (except as limited in Section 8.2 and Section 11.5, and subject to the provisions of Section 10.4). The Parties acknowledge and agree that monetary damages may not be an adequate remedy at law for the failure of a Party to perform certain material obligations under this Agreement, and under such circumstances, the non-defaulting Party shall have the right to specific performance by the defaulting Party of such obligations under this Agreement.

11.3 Suspension of City Entitlement. If City has committed a Payment Default, KMEA may temporarily suspend City's right to receive its City Entitlement and the associated City Percentage of revenues and benefits. Such suspension shall continue until the earlier of (i) City shall have cured such Payment Default or (ii) City's project share has been permanently transferred or sold.

11.4 Termination of Participation. If at any time City fails to cure a Payment Default within sixty (60) days after notice of City's non-payment has been provided by KMEA, City's participation in the Ninnescah Flats Solar Project shall immediately and permanently be terminated; provided, however, City's obligation to make payments under this Agreement shall not be eliminated or reduced. KMEA shall promptly provide notice of any such termination to all Participants.

11.5 No Termination by City. In response to any Event of Default by KMEA, City shall not have the right to terminate this Agreement.

11.6 No Liability of KMEA Relating to Provision of Information. Notwithstanding any provision to the contrary contained in this Agreement, the Parties acknowledge and agree that KMEA shall not be liable for monetary damages to City arising from or in connection with any reports, notices, certificates, documents, information or data of any kind or nature (whether or not prepared by or on behalf of KMEA) provided to City pursuant to or in connection with this Agreement.

## **ARTICLE TWELVE: REPRESENTATIONS AND WARRANTIES**

12.1 KMEA's Representations. KMEA hereby makes the following representations, warranties and covenants to City as of the Effective Date and through the end of the Term:

(a) KMEA is a governmental entity and body public and corporate duly organized, validly existing and in good standing under the laws of the State, and has the legal power to enter into this Agreement and carry out the transactions contemplated hereby and perform and carry out all covenants and obligations on its part to be performed under and pursuant to this Agreement.

(b) The execution, delivery and performance by KMEA of this Agreement have been duly authorized by all necessary action.

(c) This Agreement constitutes the legal, valid and binding obligation of KMEA, enforceable in accordance with its terms.

(d) There is no pending, or to the knowledge of KMEA, threatened action or proceeding affecting KMEA before any Governmental Authority which purports to affect the legality, validity or enforceability of this Agreement as in effect on the date hereof. Notwithstanding the foregoing, KMEA's sole continuing covenant with respect to this Section 12.1(d) shall be to take all necessary and reasonable actions to defend the enforceability and validity of this Agreement and aggressively defend any lawsuit involving or related to this Agreement.

12.2 City's Representations. City hereby makes the following representations, warranties and covenants to KMEA as of the Effective Date and through the end of the Term:

(a) City is a municipal corporation of the State, and has the legal power to enter into this Agreement and carry out the transactions contemplated hereby and perform and carry out all covenants and obligations on its part to be performed under and pursuant to this Agreement.

(b) The execution, delivery and performance by City of this Agreement have been duly authorized by all necessary action.

(c) This Agreement constitutes the legal, valid and binding obligation of City, enforceable in accordance with its terms.

(d) There is no pending, or to the knowledge of City, threatened action or proceeding affecting City before any Governmental Authority which purports to affect the legality, validity or enforceability of this Agreement as in effect on the date hereof. Notwithstanding the foregoing, City's sole continuing covenant with respect to this Section 12.2(d) shall be to take all necessary and reasonable actions to defend the enforceability and validity of this Agreement and aggressively defend any lawsuit involving or related to this Agreement.

(e) City is and shall remain throughout the term of this Agreement a Member of KMEA.

(f) City will establish, maintain and collect such rates, fees and charges for the electric service of its electric utility system so as to provide revenues at least sufficient to enable City to make all payments required to be made by it under this Agreement and any other agreements with respect to its electric utility.

(g) The obligations of City to make payments under this Agreement shall be limited to the obligation to make payments from revenues of its electric utility system and available electric utility system reserves. All payments made by City pursuant to this Agreement shall constitute operation and maintenance expenses of its electric utility system. The City shall not be obligated to levy any taxes for the purpose of paying any amount due under this Agreement. The City shall not issue

any evidence of indebtedness with a lien on electric system revenues that is prior to the payment of operating and maintenance expenses.

(h) The City covenants to maintain its electric system in good repair in accordance with Good Utility Practice, to cooperate with KMEA, and to keep accurate records and accounts.

(i) The City shall not sell, lease or otherwise dispose of all or substantially all of its electric system, nor shall the City assign all or any part of its City Entitlement or any or all of its interests under this Agreement, except upon the approval of KMEA pursuant to Article 9, such approval not to be unreasonably withheld or delayed.

(j) City's electric utility system shall not be made a part of an integrated utility system subsequent to the Effective Date of this Agreement if, in the opinion of a consulting engineer of national reputation selected by KMEA, the revenues of any other utility system(s) to be so integrated would not reasonably be expected to equal or exceed the costs and expenses thereof.

#### **ARTICLE THIRTEEN: CREDITWORTHINESS**

City shall provide such financial information and operating data as KMEA is required to obtain from City under the KMEA-Ninnescah Flats PPA or any rules or regulations applicable to KMEA related to the Ninnescah Flats Solar Project.

#### **ARTICLE FOURTEEN: MISCELLANEOUS**

14.1 Applicable Law. The rights and obligations of the Parties under this Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State, without regard to conflicts of law doctrines.

14.2 Jury Trial. Each of the Parties waives to the fullest extent permitted by law any right to a trial by jury in any action or proceeding to enforce or defend any rights under this Agreement or under any amendment, instrument, document or agreement delivered or which may in the future be delivered in connection with this Agreement and agrees that any such action or proceeding shall be tried before a court and not before a jury.

14.3 Notices. Unless otherwise expressly provided for in this Agreement, all communications and notices to a Party in connection with this Agreement shall be in writing, and any such notice shall become effective (a) upon personal delivery thereof, including by overnight mail or next Business Day or courier service, (b) in the case of notice by United States mail, certified or registered, postage prepaid, return receipt requested, upon receipt thereof, or (c) in the case of email, upon transmission thereof, provided that in addition to such transmission a confirmation copy of the notice is also provided by either of the methods set forth in clause (a) or (b) above. All notices provided by the means described in clauses (a), (b), or (c) above shall be addressed as follows, or to such other address as any Party may designate by written notice to the other Parties.

For notice to KMEA:

Kansas Municipal Energy Agency  
6300 West 95th Street  
Overland Park, KS 66212  
Email: mahlberg@kmea.com

Attention: General Manager

For notice to City:

City of \_\_\_\_\_, Kansas  
[Address 1]  
[Address 2]  
\_\_\_\_\_, KS \_\_\_\_\_  
Email: [Email address]  
  
Attention: [ \_\_\_\_\_ ]

14.4 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

14.5 Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable Law; but if any provision of this Agreement shall be prohibited by or deemed invalid under any applicable Law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

14.6 Parties Bound. This Agreement shall be binding upon the Parties and their respective successors and permitted assigns.

14.7 Third-Party Beneficiaries. Except as expressly provided herein, none of the provisions of this Agreement are intended for the benefit of any Person other than the Parties, their respective successors and permitted assigns.

14.8 Entire Agreement. This Agreement states the rights of the Parties with respect to the transactions contemplated by this Agreement and supersedes all prior agreements, oral or written, with respect thereto.

14.9 Headings and Table of Contents. Section headings and the table of contents used in this Agreement (including headings used in any schedules and/or exhibits attached hereto) are for convenience of reference only and shall not affect the construction of this Agreement.

14.10 Schedules and Exhibits. The schedules and exhibits hereto, together with all attachments referenced therein, are incorporated herein by reference and made a part hereof.

14.11 Amendments and Waivers.

(a) Except as expressly provided with respect to updates of Schedules 4.1 and 7.3, this Agreement may not be amended, supplemented or otherwise modified, other than pursuant to an instrument or instruments in writing executed by the Parties.

(b) No waiver by either Party of any one or more defaults by the other Party in the performance of any of the provisions of this Agreement shall be construed as a waiver of any other default or defaults whether of a like kind or different nature. Any delay, less than any applicable statutory period of limitations, in asserting or enforcing any rights under this Agreement shall not be deemed a waiver of such rights. Failure of either Party to enforce any provisions hereof shall not be construed to waive such provision, or to affect the validity of this Agreement or any part thereof, or the right of the Party thereafter to enforce each and every provision thereof.

14.12 Survival. Except for Section 4.1, Articles Five and Six (to the extent applicable to obligations arising prior to termination), the confidentiality requirements in Article 7.3, and Articles Eight, Ten and Eleven, which shall survive termination of this Agreement, and except as otherwise expressly provided in this Agreement, the representations, warranties and obligations of each Party contained in this Agreement shall not survive the termination of this Agreement either in its entirety or as to a particular Party in accordance with its terms.

14.13 Further Assurances. Each Party shall promptly and duly execute and deliver such further documents and assurances for and take such further actions reasonably requested by the other Party, all as may be reasonably necessary to carry out the purposes of this Agreement.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be duly executed and delivered under seal by its duly authorized representative as of the date set forth below.

KANSAS MUNICIPAL ENERGY AGENCY

By: \_\_\_\_\_  
Name: Paul N. Mahlberg  
Title: General Manager  
Dated: \_\_\_\_\_

CITY OF [REDACTED]

By: \_\_\_\_\_  
Name: [REDACTED]  
Title: [REDACTED]

[SEAL]

Attest: \_\_\_\_\_  
Name: [REDACTED]  
Title: City Clerk  
Dated: \_\_\_\_\_

**SCHEDULE 4.1**

<b>CITY</b>	<b>CITY ENTITLEMENT (Megawatts)</b>	<b>CITY PERCENTAGE</b>
City A	—	___%
City B	—	___%
City C	—	___%
City D	—	___%
City E	—	___%
City F	—	___%
City G	—	___%
City H	—	___%
City Z	—	___%
<b>TOTALS</b>	—	<b>100.000%</b>

**[This Schedule 4.1 will be provided after all City Participants have been determined.]**



### SCHEDULE 7.3

#### CONFIDENTIALITY

Obligation of Confidentiality. Each Party shall hold in confidence all Confidential Information of the other Party. The obligation of confidentiality extends to all Confidential Information, whether exchanged orally or in written or electronic form, and whether or not designated at the time exchanged as confidential. The obligations of the Parties hereunder shall survive for a period of three (3) years following termination or expiration of this Agreement.

Permitted Disclosure. Each Party has the right to disclose Confidential Information of the other Party to (i) a Governmental Authority or any person filing an open records request under the Kansas Open Records Act (Kan. Stat. Ann. § 45-214 et seq.) to the extent such disclosing Party determines, in its reasonable judgment, such disclosure to be legally required by the Governmental Authority or Applicable Law on the condition that, if appropriate, commercially reasonable efforts are undertaken to receive confidential treatment by such Governmental Authority; (ii) its advisors, auditors, legal counsel, and insurers; (iii) its Affiliates and its and their respective officers, directors, members, managers, employees and agents that have a need to know such information; (iv) its service providers to the extent required in connection with the performance of its obligations hereunder; (v) its partners, investors, lenders and bona fide potential investors and lenders; and (vi) bona fide potential purchasers and their representatives of an interest in the receiving Party or, with respect to Seller, the Facility.

Liability for Breach. Each Party, as the receiving Party, is liable for any failure by a recipient of Confidential Information disclosed by the receiving Party (other than a Governmental Authority or person provided such Confidential Information pursuant to a Kansas Open Records Act request) to maintain the confidentiality of such Confidential Information in accordance with the requirements of this Section.

Remedies. The Parties are entitled to all remedies available at law or in equity to enforce, or seek relief in connection with, the confidentiality obligations contained herein.

Prior Agreements. To the extent that (i) the Parties are party to any confidentiality or non-disclosure agreement related to the subject matter of this Agreement, any such agreement between the Parties is replaced by the confidentiality provisions of this Section, and (ii) the Parties are otherwise bound by or subject to the terms of an agreement regarding confidentiality or non-disclosure, as between the Parties, such other agreement will no longer apply to this Agreement, and the obligations of the Parties regarding confidentiality will instead be replaced by the obligations under this Section.

“Confidential Information” means information provided by one Party to the other in connection with this Agreement including (i) this Agreement (which is the Confidential Information of both Parties), including the pricing and other commercial terms hereof; (ii) the content of documents, ideas, business methods, finances, prices, business plans, financial development plans, manpower plans, customer lists or details, computer systems, software, know-how, trade secrets or other matters of the disclosing Party; and (iii) other information related to or disclosed in connection with this Agreement. Notwithstanding the foregoing, “Confidential Information” does not include information that (x) at the time of disclosure is, or thereafter becomes, generally available to, or known by, the public other than as a result of a disclosure by the receiving Party or its representatives in violation of this Agreement; (y) was provided to the receiving Party from a source other than the disclosing Party not known to be subject to any confidentiality obligation to the disclosing Party; or (z) was otherwise independently acquired or developed by the receiving Party

without reference to the Confidential Information of the disclosing Party or otherwise violating its obligations under this Agreement.

“Governmental Authority” means any federal or state government, political subdivision thereof, or regulatory or quasi-regulatory authority, including SPP, NERC, applicable regional reliability organization, and any municipality, township or county, or any Person exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, including any Person owned or controlled by any of the foregoing.



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

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**FROM: Kent Brown, City Manager**

**DATE: 12/2/2024**

**ITEM: Annexation of city owned property west of Topside Manor**

**NEXT STEP: Approval/Disapproval of Ordinance**

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ORDINANCE  
 MOTION  
 INFORMATION

---

**I. REQUEST OR ISSUE:**

The parcel just west of Topside Manor is over 35 acres and is owned by the City. Commission had given staff direction to prepare an annexation ordinance at the previous meeting.

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

Approval of the annexation ordinance.

**III. FISCAL IMPACTS: None.**

**IV. BACKGROUND INFORMATION:**

From the draft minutes to the November 18, 2024 City Commission meeting:

**Reports – City Manager – 7.** The City owned property west of Topside Manor is mostly vacant but since owned by City feel it is appropriate to annex. We want to begin timeline with Midwest Electric and if developed in the future it will be inside city. Mayor Thompson asked, what portion is City property? Kent stated, from water treatment plant to West 1st Street. Mayor Thompson asked, would it also be wise to annex Wheatridge property? Kent stated, yes I am trying to get in touch with right individual to have discussion. City would have right because City limit surrounds it on all sides. Vice-Mayor Howard asked, should we go to highway? Kent stated, we are limited on size of property can annex unless the owner is in agreement. Consensus of Commission is to proceed with annexation process.

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The proposed annexation ordinance follows the standards set by K.S.A. 12-520(a)(2) and K.S.A.12-520a(f) and by one or more of the conditions listed therein being fulfilled. As stated on page 4-1 in the League of Kansas Municipalities publication, Annexation in Kansas: A Manual Concerning the Annexation Powers and Duties of Cities, if the land adjoins the city and the landowner consents to or petitions for the annexation in writing, then the city may annex the land by ordinance. There are no other requirements for the annexation of adjoining land in which the landowner consents to or petitions for the annexation. No resolution, notice, public hearing or plan for the extension of municipal services is required. Once the petition or consent is filed with the city, the city only has to pass an ordinance to accomplish annexation of the adjoining land. The same would be true for city owned property that adjoins the city.

V. **LEGAL ISSUES:** None.

VI. **CONFLICTS OR ENVIRONMENTAL ISSUES:** None

**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 regarding the funding and/or to pursue an alternative approach.



ORDINANCE NO. 1793

AN ORDINANCE ANNEXING TO THE CITY OF GOODLAND THE DESCRIBED PROPERTY, IN ACCORDANCE WITH K.S.A. 12-520 ET. SEQ; AND PROVIDING FOR THE ZONING THEROF

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

SECTION 1. By the virtue of the authority granted by K.S.A. 12-520(a)(2) and K.S.A.12-520a(f) and by one or more of the conditions listed therein being fulfilled, the following described real property located in Sherman County, Kansas is hereby annexed to, and made part of the City of Goodland:

**Tract 1. City owned tract - S18, T08, R39, ACRES 35.3, BEG A PT 445 W OF NE COR SW4 TH W 910 S 1320 E 910 N 1320 TO POB**

A Tract of land in the Southwest Quarter (SW1/4) of Section Eighteen (18), Township Eight (8) South, Range Thirty-nine (39) West of the Sixth P.M., Sherman County, Kansas. More particularly described as follows:

Commencing 445 feet West of the Northeast corner of said Section Eighteen (18); THENCE west 910 feet, THENCE south 1320 feet, THENCE east 910 feet, THENCE 1320 feet to Point of Beginning.

Said Tract contains 35.3 Acres, more or less.

SECTION 2. The property annexed under Tract 1 shall be classified "R-1" Residential—Single-family District, and shall be re-classified only after a public hearing by the Planning Commission and recommendation to the Governing Body as provided in these regulations for zoning district amendments.

SECTION 3. Nothing in this ordinance shall constitute acceptance or modification of existing maintenance agreements or ownership responsibilities of any existing street or right-of-way.

SECTION 4. This ordinance shall take effect, from and following its publication in the official City paper, as provided by law.

PASSED AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2024 by the Governing Body of the City of Goodland, Kansas.

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

ATTEST:

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

NOTARIZATION OF ANNEXATION

STATE OF KANSAS )

) ss:

COUNTY OF SHERMAN )

This Ordinance was acknowledged before me on \_\_\_\_\_, 2024, by J.J. Howard as Vice-Mayor of the City of Goodland, Kansas, and Mary P. Volk as City Clerk of the City of Goodland, Kansas, on behalf of the Governing Body of the City of Goodland, Kansas.

(Seal)

\_\_\_\_\_  
(Signature of Notary Officer)

(My appointment expires: \_\_\_\_\_)



**AGENDA ITEM #**  
CITY COMMISSION COMMUNICATION FORM

---

**FROM:** Kent Brown, City Manager  
Mary Volk, City Clerk  
Crystal Van Vleet, HR

**DATE:** December 2, 2024

**ITEM:** Renewal of Health Insurance Plan: IMA

**NEXT STEP:** Commission Motion

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ORDINANCE  
 MOTION  
 INFORMATION

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**I. REQUEST OR ISSUE:**

Renewal of Health Insurance Plan for 2025 with the city's health insurance broker, IMA.

**II. BACKGROUND:**

For the 2025 renewal, Mary, Crystal, and I met with a team of representatives from IMA as well as a Blue Cross Blue Shield representative. IMA representatives Jalaa Miller will be available at the meeting (via go to meeting) to discuss the renewal and their recommendation for renewal.

IMA recommends renewing the City's current plan (at expected claim levels) which had **an increase** of 9.5%. This renewal is below the current trend for self-funded groups and municipalities which is around 15% increase. However, the amount of \$817,784 is slightly higher than the amount set aside in the 2025 budget which was 8%. IMA will review the costs in each category that contribute to this increase in health insurance. Expected claims is the largest category increase at 10.5%. The stop loss portion sees a category increase of 9.4%. Administration remains the same amount. We believe the City's self-insurance fund to pay stop loss claims is adequately funded, maintaining a balance as of November 30, 2024 of \$490,000 and change.

IMA went through a number of options with city staff. The final option that was agreed upon was to raise the stop loss deductible to \$40,000 from \$30,000. This is the boundary for high cost claims which then reduces the amount that is assessed against stop loss category versus the expected claims category. This resulted in a savings of just over \$3,700 from the \$817,784 that was stated in the renewal. This is \$67,514 more than 2024 or 9.0% more.

Similar to last year, at the City's request IMA shared an additional contribution illustration, asking employees to pay 2% of total premium. As a grandfathered plan, the City of Goodland can only charge employees 5% of premium to maintain grandfathered status. To meet the difference between the 2025 budget and the renewal presented, IMA and staff agreed to present three different options.

- 1) Keep employee funding same - \$67,514 increase in cost.
- 2) Increase employee contribution to 2% of premium - \$51,233 increase in cost
- 3) Increase employee contribution to 2% of premium for tiers (emp/spouse, emp/child, family) - \$52,294 increase in cost.

Renewal options and plans and the final recommendations were reviewed and discussed with representatives of the Employees Benefit Committee.

**III. STAFF RECOMMENDATION:**

Recommend approving renewal of the current health insurance plan for the City of Goodland with current grandfathered plan design, increasing the stop loss deductible to \$40,000 and approving one of three contribution options

- + Employees pay 0%
- + Employees pay 2% of total premium
- + Employee Only pays 0%, all other tiers pay 2%

**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.



# CITY OF GOODLAND

## 2025 RENEWAL MEETING

WEDNESDAY, NOVEMBER 20, 2024



# Benefits



# EXECUTIVE COST SUMMARY – MED/RX/DENTAL

## ESTIMATED TOTAL MEDICAL/RX/DENTAL COSTS

**2024 Expected**  
\$746,540



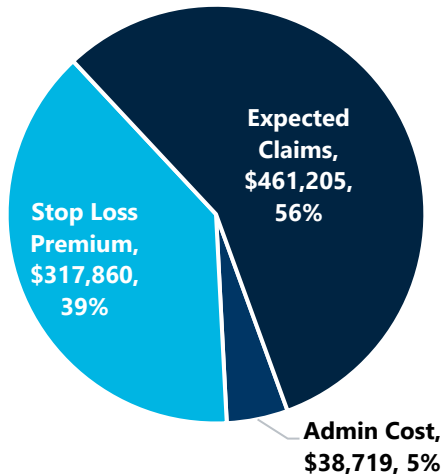
**Renewal**  
\$817,784

**\$ Change**  
+\$71,243

**% Change**  
+9.5%

2024 actual total net plan costs were \$440,232 through September – which annualize to \$754,683  
Financials based on enrollment of 47 employees

## SELF-FUNDED COST COMPONENTS

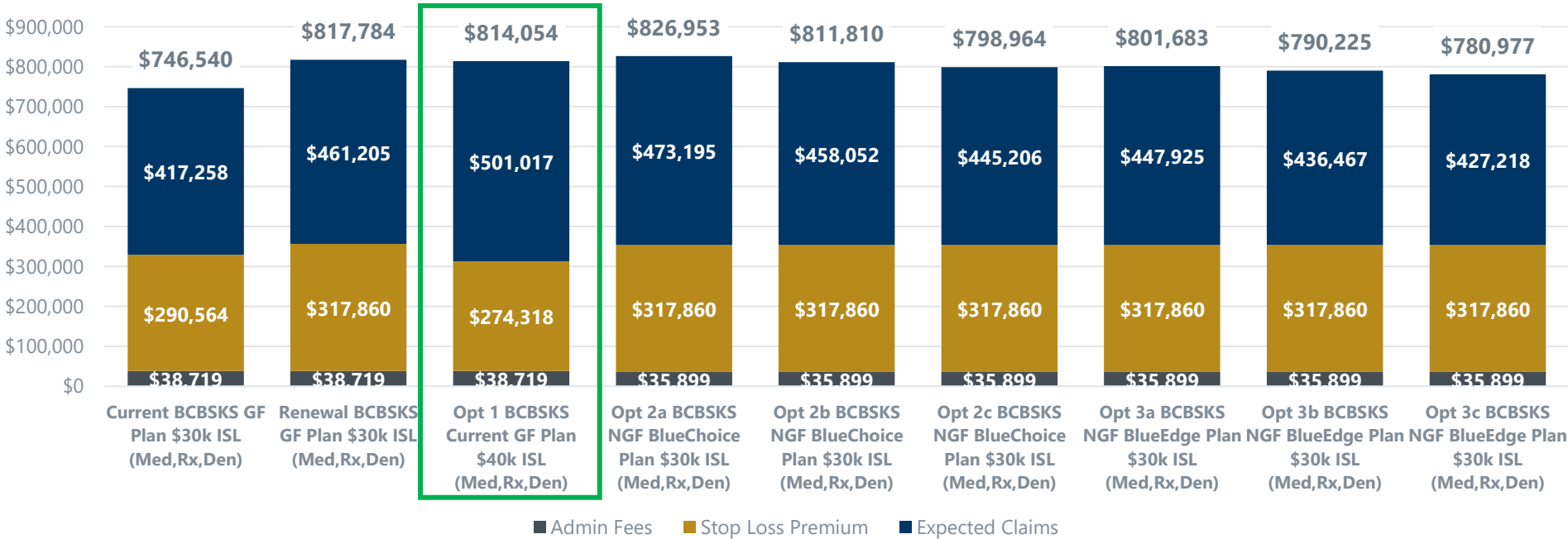


Self-funded Cost Components	2024 Expected	2025 Renewal	\$ Change	% Change
Administration/Programs	\$38,719	\$38,719	\$0.00	0.0%
Stop Loss <sup>1</sup>	\$290,564	\$317,860	+\$27,296	+9.4%
Expected Claims	\$417,258	\$461,205	+\$43,947	+10.5%

Rates and provisions are determined by the underwriting carrier. While IMA has endeavored to provide an accurate and clear summary, each carrier's formal proposal prevails over any representations shown in this summary.

# EXECUTIVE SUMMARY OF OPTIONS AT EXPECTED

## ASO Options at Expected (Med, Rx, Den)



Est Change from Current	Renewal GF	Opt 1 GF \$40k ISL	Opt 2a NGF	Opt 2b NGF	Opt 2c NGF	Opt 3a NGF	Opt 3b NGF	Opt 3c NGF
Overall	9.5%   \$71,243	9.0%   \$67,514	10.8%   \$80,413	8.7%   \$65,269	7.0%   \$52,424	7.4%   \$55,143	5.9%   \$43,685	4.6%   \$34,436

Est. financials based on 47 enrolled; GF = Grandfathered Plan, NGF – Non-Grandfathered Plan, Rx Rebates are not included in this illustration

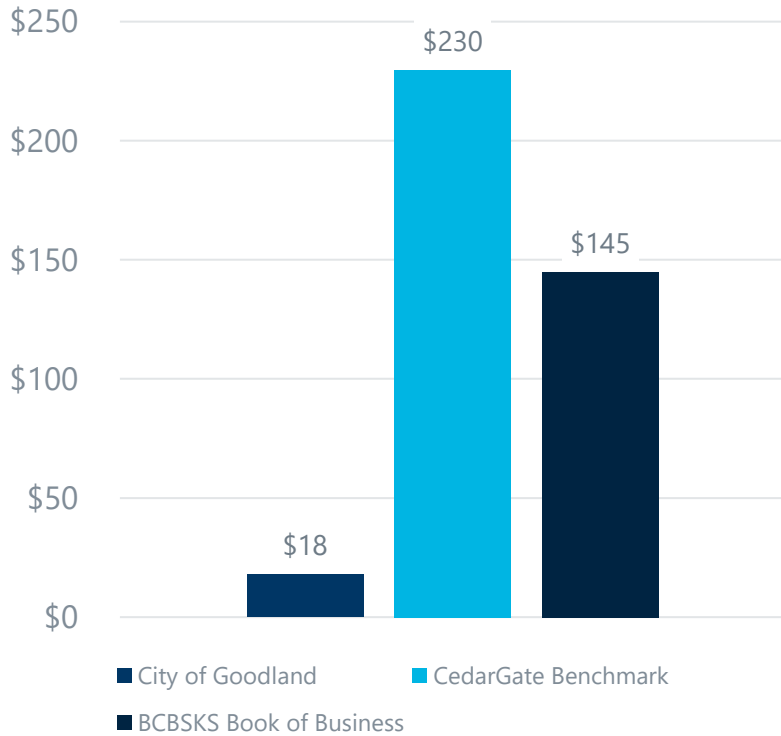
# GF VS NON-GF PLAN DESIGN

	Grandfathered Renewal	Non-Grandfathered Option 1	Non-Grandfathered Option 1
Deductibles (Single   Family)	\$500   \$1,000	\$500   \$1,000 <b>\$1,000   \$2,000</b> <b>\$1,500   \$3,000</b>	\$500   \$1,000 <b>\$1,000   \$2,000</b> <b>\$1,500   \$3,000</b>
Coinsurance Max (Single   Family)	\$1,000   \$2,000	\$1,000   \$2,000	\$1,000   \$2,000
Out of Pocket Max (Single   Family)	\$1,500   \$3,000	<b>\$5,000   \$10,000</b>	<b>\$5,000   \$10,000</b>
Copays: Office Visit Specialist Visit Urgent Care	\$25 \$25 \$25	\$25 <b>\$50</b> \$25	<b>\$35</b> <b>\$70</b> <b>\$35</b>
Emergency Room	Deductible, then Coinsurance	<b>\$250 Copay, then Deductible, then Coinsurance</b>	<b>\$250 Copay, then Deductible, then Coinsurance</b>
Prescription Formulary	Select Formulary – Open Formulary	<b>Results Rx – Closed Formulary</b>	<b>Results Rx – Closed Formulary</b>
Prescription Deductible	\$100   \$300	<b>None</b>	<b>None</b>
Prescription Copays	All Tiers: Deductible, then 50% coinsurance	<b>Generic: \$15</b> <b>Brand: \$50 or \$75</b> <b>Specialty: \$150 or 20% to \$250</b>	<b>Generic: \$15</b> <b>Brand: \$50 or \$75</b> <b>Specialty: \$150 or 20% to \$250</b>

IMA recommends the City of Goodland maintain the grandfathered plan design in 2025.

# PRESCRIPTION PLAN SPEND BENCHMARKING

PEPM Rx Plan Cost



**City of Goodland average annual cost of Rx over the last 3 years: \$2,303**

PEPM = per employee per month  
CedarGate book of business, about 15 million lives

Kansas Public Sector Top 20 Drugs Cost Per Script

Drugs	Generic	Cost / Script
Ozempic	N	\$958.54
Mounjaro	N	\$1,085.22
Humira(Cf) Pen	N	\$8,455.52
Enbrel Sureclick	N	\$7,265.91
Stelara	N	\$28,153.97
Jardiance	N	\$684.56
Skyrizi Pen	N	\$19,937.62
Trikafta	N	\$25,169.91
Revlimid	N	\$20,511.73
Firdapse	N	\$51,624.46
Trulicity	N	\$1,029.81
Spravato	N	\$1,085.34
Verzenio	N	\$14,796.35
Eliquis	N	\$568.93
Tremfya	N	\$13,565.53
Rinvoq	N	\$6,365.66
Rybelsus	N	\$1,027.63
Lenvima	N	\$18,541.32
Cosentyx Sensoready	N	\$7,209.10
Norditropin Flexpro	N	\$4,365.87

Reporting Period: Paid, 10-01-2023 to 09-30-2024  
IMA Book of Business, CedarGate

# CONTRIBUTION ILLUSTRATION - \$40K ISL

## KEEPING EMPLOYEE COST THE SAME, FUNDING AT EXPECTED

2024 (Current) Medical, Rx & Dental Plan year Rates						2025 (\$40k ISL OPTION) Medical, Rx & Dental Plan year Rates					
2024 Proposed	Assumed Current Enrollment	Premium	EE Monthly Rates	% EE Spend	City of Goodland Monthly Rate	2025 Proposed	Assumed Proposed Enrollment	Premium	EE Monthly Rates	% EE Spend	City of Goodland Monthly Rate
<b>Current Plan</b>						<b>Current Plan</b>					
Employee	7	\$579.92	\$0.00	0.0%	\$579.92	Employee	7	\$631.44	\$0.00	0.0%	\$631.44
Employee + Spouse	13	\$1,167.76	\$0.00	0.0%	\$1,167.76	Employee + Spouse	13	\$1,277.82	\$0.00	0.0%	\$1,277.82
Employee + Child(ren)	4	\$1,094.23	\$0.00	0.0%	\$1,094.23	Employee + Child(ren)	4	\$1,190.13	\$0.00	0.0%	\$1,190.13
Family	23	\$1,678.02	\$0.00	0.0%	\$1,678.02	Family	23	\$1,828.07	\$0.00	0.0%	\$1,828.07
<b>Total Enrolled</b>	<b>47</b>					<b>Total Enrolled</b>	<b>47</b>				
PEPM Composite:	47	\$1,323.65	\$0.00	0.0%	\$1,323.65	PEPM Composite:	47	\$1,443.36	\$0.00	0.0%	\$1,443.36
Monthly:		\$62,212	\$0		\$62,212	Monthly:		\$67,838	\$0		\$67,838
Annual Cost:		\$746,540	\$0		\$746,540	Annual Cost:		\$814,054	\$0		\$814,054
						<b>Annual Change:</b>		\$67,514	\$0		\$67,514
						<b>Annual Percent Change:</b>		9.0%	0.0%		9.0%



# CONTRIBUTION ILLUSTRATION – \$40K ISL

## INCREASING EMPLOYEE COST TO 2% FUNDING AT EXPECTED

2024 (Current) Medical, Rx & Dental Plan year Rates						2025 (\$40k ISL OPTION) Medical, Rx & Dental Plan year Rates					
2024 Proposed	Assumed Current Enrollment	Premium	EE Monthly Rates	% EE Spend	City of Goodland Monthly Rate	2025 Proposed	Assumed Proposed Enrollment	Premium	EE Monthly Rates	% EE Spend	City of Goodland Monthly Rate
<b>Current Plan</b>						<b>Current Plan</b>					
Employee	7	\$579.92	\$0.00	0.0%	\$579.92	Employee	7	\$631.44	\$12.63	2.0%	\$618.81
Employee + Spouse	13	\$1,167.76	\$0.00	0.0%	\$1,167.76	Employee + Spouse	13	\$1,277.82	\$25.56	2.0%	\$1,252.26
Employee + Child(ren)	4	\$1,094.23	\$0.00	0.0%	\$1,094.23	Employee + Child(ren)	4	\$1,190.13	\$23.80	2.0%	\$1,166.33
Family	23	\$1,678.02	\$0.00	0.0%	\$1,678.02	Family	23	\$1,828.07	\$36.56	2.0%	\$1,791.51
<b>Total Enrolled</b>	<b>47</b>					<b>Total Enrolled</b>	<b>47</b>				
PEPM Composite:	47	\$1,323.65	\$0.00	0.0%	\$1,323.65	PEPM Composite:	47	\$1,443.36	\$28.87	2.0%	\$1,414.49
Monthly:		\$62,212	\$0		\$62,212	Monthly:		\$67,838	\$1,357		\$66,481
Annual Cost:		\$746,540	\$0		\$746,540	Annual Cost:		\$814,054	\$16,281		\$797,773
								<b>Annual Change:</b>	\$67,514	\$16,281	\$51,233
								<b>Annual Percent Change:</b>	9.0%	0.0%	6.9%

# CONTRIBUTION ILLUSTRATION – \$40K ISL

## INCREASING EMPLOYEE + TIERS COST TO 2% FUNDING AT EXPECTED

2024 (Current) Medical, Rx & Dental Plan year Rates						2025 (\$40k ISL OPTION) Medical, Rx & Dental Plan year Rates					
2024 Proposed	Assumed Current Enrollment	Premium	EE Monthly Rates	% EE Spend	City of Goodland Monthly Rate	2025 Proposed	Assumed Proposed Enrollment	Premium	EE Monthly Rates	% EE Spend	City of Goodland Monthly Rate
<b>Current Plan</b>						<b>Current Plan</b>					
Employee	7	\$579.92	\$0.00	0.0%	\$579.92	Employee	7	\$631.44	\$0.00	0.0%	\$631.44
Employee + Spouse	13	\$1,167.76	\$0.00	0.0%	\$1,167.76	Employee + Spouse	13	\$1,277.82	\$25.56	2.0%	\$1,252.26
Employee + Child(ren)	4	\$1,094.23	\$0.00	0.0%	\$1,094.23	Employee + Child(ren)	4	\$1,190.13	\$23.80	2.0%	\$1,166.33
Family	23	\$1,678.02	\$0.00	0.0%	\$1,678.02	Family	23	\$1,828.07	\$36.56	2.0%	\$1,791.51
<b>Total Enrolled</b>	<b>47</b>					<b>Total Enrolled</b>	<b>47</b>				
PEPM Composite:	47	\$1,323.65	\$0.00	0.0%	\$1,323.65	PEPM Composite:	47	\$1,443.36	\$26.99	1.9%	\$1,416.37
Monthly:		\$62,212	\$0		\$62,212	Monthly:		\$67,838	\$1,268		\$66,570
Annual Cost:		\$746,540	\$0		\$746,540	Annual Cost:		\$814,054	\$15,220		\$798,834
						Annual Change:		\$67,514	\$15,220		\$52,294
						Annual Percent Change:		9.0%	0.0%		7.0%



# RECOMMENDED RENEWAL ACTIONS

- + Renew with Blue Cross Blue Shield Medical/Rx/Dental
  - + Current grandfathered plan design
  - + Increase stop loss deductible to \$40k
- + Approve one of three contribution options
  - + Employees pay 0%
  - + Employees pay 2% of total premium
  - + Employee Only pays 0%, all other tiers pay 2%





## More Than Just Insurance

IMA is an integrated financial services company specializing in risk management, insurance, employee benefits and wealth management. It is the third-largest privately-held and employee-owned insurance broker in the country and employs more than 1,700 associates.



**AGENDA ITEM #**  
CITY COMMISSION COMMUNICATION FORM

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**FROM:** Mary Volk, City Clerk and Kent Brown, City Manager

**DATE:** December 2, 2024

**ITEM:** Banking Services RFP

**NEXT STEP:** Motion to approve

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ORDINANCE  
 MOTION  
 INFORMATION

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**I. REQUEST OR ISSUE:**

BANKWEST of Kansas has provided the City with banking services for a number of years and established a good long standing relationship. I had a request from another bank to bid City banking services. We received three bids for banking services with the RFP: FNB Goodland, BANKWEST and Western State Bank. Regardless of the bank selected, the City will have to update financial documents and ACH information within our system and vendors that debit or credit the City account after the first of the year since BANKWEST of Kansas is sold effective December 31, 2024 and will become The Bank that has 13 branches throughout northwest Kansas.

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

FNB proposes banking services at a cost. Bids from BANKWEST and Western State Bank are the two best options for the City on bids received. Both banks proposed the main banking services at no charge to the City, except wire fees. However, it has been a number of years since the City processed a wire as banking transactions are completed through ACH transactions, not wires. Services at no charge have been the practice received for banking services over that last several years. I see the following differences between the proposals of the two banks:

1. Interest rates stated in the proposals for the checking accounts are a higher proposed rate with BANKWEST than from Western State Bank.
2. I appreciate the Money Market Account (MMA) Western State Bank stated a fixed rate of 3.25% for twelve months, then evaluated again with reference to the KMIP (Kansas Municipal Investment Pool). This is the internal account the bank will use to transfer money between City accounts to ensure designated City balance is maintained. This money is invested locally in the community, which is attractive to help our community. The bank monitors accounts in house to ensure designated balance is maintained based on transactions processed that day. With this being the case, the balance the City recommends maintaining in the operating account can be reduced, thus the City will be able to invest additional funds at a higher rate.

This MMA is similar to the ICS account the City utilizes at BANKWEST. The City monitors the account to ensure the balance is required to cover daily transactions. The bank ensures that transactions processed in the ICS and Main operating account are processed same day to ensure adequate pledging for the City. Determination for the rate for these funds was not stated in the bid. Currently, it is 3.15% and that is the same rate since April 2024. However, these funds are invested in multiple banks outside the State of Kansas to maintain adequate security pledging on account balances.

The amounts in these set aside funds in ICS or MMA's are much greater on a continuous basis for the city than the checking accounts mentioned in item 1.

3. The City has developed a good relationship with BANKWEST but with the sale of the bank comes some uncertainty. We are assured the services and relationship will be maintain, but this still comes with some concern.

Staff believes the Western State Bank and BANKWEST proposals both have good merits for the City. We are intrigued knowing a major amount of City funds remain invested locally at a fixed rate for 12 months with the MMA account located at Western State Bank. BANKWEST has also been generous providing banking services to the City and developing a good business relationship for a number of years, ensuring adequate coverage of City funds; yet the sale provides a small concern of the unknown.

### **III. FISCAL IMPACTS:**

Employee time to change banking information regardless of which bank is selected. The City now receives all banking services free of charge, including cost for checks. The proposals from Western State Bank and BANKWEST continue these practices

### **IV. BACKGROUND INFORMATION:**

The Commission reviewed the RFP at the November 4<sup>th</sup> Commission meeting and approved sending out the RFP for banking services. The request was emailed to representatives at designated depositories approved by the City Commission, followed up by a hand delivered RFP to the same representatives. Those banks are Western State Bank, BANKWEST of Kansas and FNB of Goodland. RFP's were returned by 10:00 November 26<sup>th</sup> then opened at 11:00 by Kent, Mary and Shauna.

# BANKWEST

## OF KANSAS

November 22, 2024

Mary P Volk  
City Clerk  
204 W 11th Street  
Goodland, KS 67735

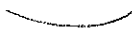
RE: Optional Banking Services

As per your instructions, we are hereby respectfully submitting under separate cover optional proposals for other services that we feel would benefit the City of Goodland. The merger of BankWest of Kansas and The Bank will be effective January 1, 2025. All services will remain as stated in this proposal at the time of conversion. Please accept the following additional services at '**NO CHARGE OR NO FEES**'.

- Unlimited printed checks of your choice, for the duration of the account, as well as deposit slips, will be provided at no expense to the City of Goodland. All **current printed materials** with the BankWest of Kansas routing number may be used until depleted. The BankWest of Kansas routing number will remain active.
- Cash Management Services, including balance reporting, (book) account transfers, stop payments, ACH (i.e. payroll, payables and receivables), tax payments, wire transfers and online statements within two (2) business days of the last calendar day of the month. See the brochure enclosed for more details.
- The conversion from BankWest of Kansas Business Banking platform to The Bank Business Banking platform will be managed by the financial institutions requiring minimal involvement from the City of Goodland.
- **Remote Deposit Capture** for digital check deposits will be available if desired. The city would have an on-site scanner, provided at NO CHARGE, and deposits could be uploaded directly to the bank.
- Large size safe deposit boxes – as many as needed.
- Return of 3<sup>rd</sup> party checks – no return item charge for all checks that are returned.
- Overdraft fees – fees will be waived should the account become overdrawn.
- We use the daily-balance method to calculate interest for your accounts. Interest begins to accrue on the same business day you make your deposit. This allows you to earn interest on all **book** balances at the end of each business day rather than the **collected** balances. Interest is paid monthly.
- All deposits will be adequately secured by either securities and/or placed in the Investment Cash Sweeping (ICS), CDARS or FHLB Letters of Credit programs. Due to the merger, additional securities will be available for pledging, if desired.

If you have any questions, please feel free to call. Thank you for giving us the opportunity to serve your banking needs.

Respectfully submitted,

  
Jaada Linin  
Assistant Cashier

Interest bearing account proposals:

Account	Type of Account	Average Interest Rate for the Month	Basis for Determining Rate*
<u>Main Account</u>	<u>Interest Bearing NOW</u>	<u>KMIP Overnight Currently 3.30%</u>	<u>KMIP Overnight</u>
<u>Utility Deposit Refund</u>	<u>Interest Bearing NOW</u>	<u>KMIP Overnight Currently 3.30%</u>	<u>KMIP Overnight</u>
<u>Petty Cash</u>	<u>Interest Bearing NOW</u>	<u>KMIP Overnight Currently 3.30%</u>	<u>KMIP Overnight</u>
<u>Municipal Court</u>	<u>Interest Bearing NOW</u>	<u>KMIP Overnight Currently 3.30%</u>	<u>KMIP Overnight</u>
<u>ATM/Debit Card</u>	<u>Non-Interest Demand</u>	<u>NA</u>	<u>NA</u>

\*i.e., Percent of Fed. Funds rate, percent of Prime, percent of T-Bill discount rate, etc.

We agree to furnish the following account maintenance information at the time specified below. We understand that the times are general standards established by the City Clerk and that any other time may be proposed for furnishing the information. **The City of Goodland has not been assessed fees for banking services in the past and encourage continuation of this practice.**

<u>SERVICE</u>	<u>SUGGESTED STANDARDS</u>	<u>PROPOSED</u>
Monthly Statement	2 days after end of month	<u>2 days after Month End with online statements on Cash Management</u>

NAME OF CONTACT PERSONNEL

<u>NAME</u>	<u>TITLE</u>	<u>TELEPHONE</u>
<u>Janda Linin</u>	<u>Assistant Cashier</u>	<u>785-899-2342</u>

DIRECT FEE AMOUNT IS No Charge.  
 STOP PAYMENT FEE AMOUNT IS No Charge.

**ACH TRANSACTIONS:**

DEBIT TRANSACTION FEE AMOUNT IS No Charge.  
 CREDIT TRANSACTION FEE AMOUNT IS No Charge.

**WIRE TRANSFERS:**

TRANSACTION FEE AMOUNT IS No Charge

**SAFE DEPOSIT BOX:**

ANNUAL FEE AMOUNT IS No Charge

**INTERNET BANKING SERVICES:**

FEES ASSESSED No Charge.

Interest bearing account proposals:

Account	Type of Account	Average Interest Rate for the Month	Basis for Determining Rate*
Main Account	Interest Bearing Checking	2.748%	60% of Federal Fund Rate at end of Month
Utilities Deposit Refunds	Interest Bearing Checking	2.748%	60% of Federal Fund Rate at end of Month
Petty Cash	Interest Bearing Checking	2.748%	60% of Federal Fund Rate at end of Month
Municipal Court Transactions	Interest Bearing Checking	2.748%	60% of Federal Fund Rate at end of Month

4.58% x 60% = 2.748% As of 11/22/24

\*i.e., Percent of Fed. Funds rate, percent of Prime, percent of T-Bill discount rate, etc.

We agree to furnish the following account maintenance information at the time specified below. We understand that the times are general standards established by the City Clerk and that any other time may be proposed for furnishing the information. **The City of Goodland has not been assessed fees for banking services in the past and encourage continuation of this practice.**

SERVICE	SUGGESTED STANDARDS	PROPOSED
Monthly Statement	2 days after end of month	Month End

NAME OF CONTACT PERSONNEL

NAME	TITLE	TELEPHONE
Rosa Colby	Operations	785-890-2000

DIRECT FEE AMOUNT IS Paper Statement Fee \$3.00; Return Item Fee \$35.00  
 STOP PAYMENT FEE AMOUNT IS \$38.00

**ACH TRANSACTIONS:**

DEBIT TRANSACTION FEE AMOUNT IS \$0.00  
 CREDIT TRANSACTION FEE AMOUNT IS \$0.00

**WIRE TRANSFERS:**

TRANSACTION FEE AMOUNT IS \$26.00

**SAFE DEPOSIT BOX:**

ANNUAL FEE AMOUNT IS \$0.00

**INTERNET BANKING SERVICES:**

FEES ASSESSED \$0.00

Check Orders: \$0.00



# WESTERN STATE BANK

*"Quality Tradition You Can Trust"*

November 26, 2024

**City of Goodland**

P.O. Box 59

Goodland, KS 67735

To the City of Goodland,

Thank you for giving Western State Bank an opportunity to discuss with you how we believe we can benefit the City of Goodland as your banking partner. As one of the leaders in the industry, we strive to assure that our products and our services are competitive in today's market. We also take pride in being a family-owned community bank with strong ties to the communities in which we serve. Based on your unique circumstances, we feel the following simple account structuring and products will best meet your organization's needs while maximizing interest earned:

**A) Collateralization of Deposits**

Our bank is willing and able to pledge sufficient collateral to cover time and demand deposits above the FDIC insured limit for a publicly funded account with either the use of the pledged securities, letter of credit or the CDARS program.

**B) Interest Rates on Deposit Accounts**

Western State Bank offers the following interest bearing accounts: Western Savings, Western Plus Checking Account, Money Market and Certificates of Deposit. Please reference Exhibit B - "Rate Structuring" to visualize our offer with a rate premium included. We are proposing the use of two deposit product types:

- Western Plus Checking Accounts with a **0.50% interest premium** added to our disclosed variable rate. All product type service charges will be waived.
- Money Market Account with a **fixed rate of 3.25%** for the first 12 months. Upon the completion of the initial 12 months, the rate will be evaluated and adjusted based on KMIP, Federal Fund Rate and the general market rates. All product type service charges will be waived.



**C) Sweep Feature from Checking Account to Money Market Account**

The checking account can include a sweep feature that would leave a peg balance of \$500,000 in the account and at the end of each business day, the remaining balance would sweep into the Money Market account to earn higher interest. If the checking account were to fall below the peg balance, money from the money market would sweep back into the checking account to cover expenses.

**D) Checks**

We will cover the expense of the City's printed business checks that are ordered through our check vendor.

**E) Safe Deposit Box**

We have safety deposit boxes ranging in size that are available at our banking center and would offer one free of charge.

Our goal for the last 50 years has been to help build strong financial futures with banking services that are simple and convenient. If you should have any questions or concerns regarding our proposal, do not hesitate to contact me at 785-899-2393 or [jdechant@wsbks.com](mailto:jdechant@wsbks.com). I appreciate the opportunity to put our expertise to work and build our banking relationship with you in the future!

Sincerely,

**Joshua Dechant**  
Banking Center President

# 7 REASONS TO PARTNER WITH WESTERN STATE BANK



## 1. FAMILY OWNERSHIP & KANSAS HEADQUARTERS

With family ownership and headquarters located in western Kansas, decisions are made locally. Local ownership is a significant advantage for our business and municipal customers, as we can offer quick decision making and direct access to the top decision makers.



## 2. COMMUNITY INVESTMENT

As a commitment to our community, the vast majority of deposits we take in are used for local loans, helping finance local businesses, ag operations, homebuyers, and more. With regional banks, the majority of their deposits are used to make loans in larger cities outside of western Kansas.

**Banking locally keeps the money circulating in our area.**



## 3. COMPETITIVE PRODUCTS & RATES

We're proud to offer competitive rates and a robust product suite not often available at community banks. We offer the high tech tools and attractive products expected from a large bank, while continuing to operate with the flexibility and personal touch of a small bank.



## 4. FLEXIBLE OFFERINGS

Because of our unique size and local ownership, we're able to provide our business customers with creative, customized solutions, while offering an unlimited amount of time and attention to ensure our customers' needs are met.



## 5. LOCAL EMPLOYMENT & STEWARDSHIP

We employ local residents and members of the Goodland community. As part of our business culture, we set high expectations for our employees to give back to the community through volunteerism, board involvement, and various forms of service.



## 6. LOCAL PHILANTHROPY

In the past year alone, your local banking center has given nearly \$65,000 back to more than 20 organizations in our community including nonprofits, sports teams, 4H groups and school groups.



## 7. DEEP ROOTS

Western State Bank cares about this community as much as you do. With third generation family owners, we have a vested interest in the well-being of our communities. We'll continue to make decisions that are in line with the community's interests and use our position and resources to benefit them in any way that we can.

Account	Type of Account	Average Interest Rate for the Month	Basis for Determining Rate*
Operating Accounts	Western Plus Checking	See Exhibit B	Market Rate
Sweep Account	Money Market Account	See Exhibit B	Market Rate

\*i.e., Percent of Fed. Funds rate, percent of Prime, percent of T-Bill discount rate, etc.

We agree to furnish the following account maintenance information at the time specified below. We understand that the times are general standards established by the City Clerk and that any other time may be proposed for furnishing the information. **The City of Goodland has not been assessed fees for banking services in the past and encourage continuation of this practice.**

<u>SERVICE</u>	<u>SUGGESTED STANDARDS</u>	<u>PROPOSED</u>
Monthly Statement	2 days after end of month	2 days after end of month (printed) 1 day after end of month (electronic)

NAME OF CONTACT PERSONNEL:

NAME	TITLE	TELEPHONE
Joshua Dechant	Banking Center President	785-728-4627

DIRECT FEE AMOUNT IS 0.00  
 STOP PAYMENT FEE AMOUNT IS 0.00.

**ACH TRANSACTIONS:**

DEBIT TRANSACTION FEE AMOUNT IS 0.00.  
 CREDIT TRANSACTION FEE AMOUNT IS 0.00.

**WIRE TRANSFERS:**

TRANSACTION FEE AMOUNT IS 20.00.

**SAFE DEPOSIT BOX:**

ANNUAL FEE AMOUNT IS 0.00.

**INTERNET BANKING SERVICES:**

FEES ASSESSED 0.00.

**EXHIBIT B "Rate Structuring"**  
**Account Structuring & Rate Proposal**  
**FOR CITY OF GOODLAND PURPOSES ONLY**

Account Name	Product Type	Amount	Proposed Rate w/Premium	Annual Interest	Daily AVG
Operating Account	Western Plus Checking	\$ 500,000.00	0.750%	\$ 3,750.00	\$ 10.27
Utilit Deposit Refunds	Western Plus Checking	\$ 3,000.00	0.55%	\$ 16.50	\$ 0.05
Petty Cash	Western Plus Checking	\$ 1,400.00	0.55%	\$ 7.70	\$ 0.02
Municipal Court Transactions	Western Plus Checking	\$ 3,500.00	0.55%	\$ 19.25	\$ 0.05
Sweep Account	Money Market Account	\$ 6,400,000.00	3.25%	\$ 208,000.00	569.86301
		\$ 6,907,900.00		\$ 211,793.45	
<b>total blended rate</b>				<b>3.066%</b>	

**Account Structuring & Rate Proposal + Existing CDs Opened at Western State Bank**

Account Name	Product Type	Amount	Proposed Rate w/Premium	Current Rate	Annual Interest	Daily AVG
Operating Account	Western Plus Checking	\$ 500,000.00	0.750%		\$ 3,750.00	\$ 10.27
Utilit Deposit Refunds	Western Plus Checking	\$ 3,000.00	0.55%		\$ 16.50	\$ 0.05
Petty Cash	Western Plus Checking	\$ 1,400.00	0.55%		\$ 7.70	\$ 0.02
Municipal Court Transactions	Western Plus Checking	\$ 3,500.00	0.55%		\$ 19.25	\$ 0.05
Sweep Account	Money Market Account	\$ 6,400,000.00	3.25%		\$ 208,000.00	\$ 569.86
Existing CD 8611231725	3 month CD	\$ 1,962,000.00		3.45%	\$ 67,689.00	\$ 185.45
Existing CD 8611231726	3 month CD	\$ 2,347,000.00		3.45%	\$ 80,971.50	\$ 221.84
		\$ 11,216,900.00			\$ 360,453.95	
<b>total blended rate</b>				<b>3.213%</b>		

**Current Rate Sheet:**

AVERAGE BALANCE		**INTEREST RATES/ANNUAL PERCENTAGE YIELDS**													
		November 26, 2024													
		** PUBLIC FUND CHECKING & SAVINGS **													
		\$100		\$1,000		\$10,000		\$25,000		\$50,000		\$100,000		\$250,000	
Rate	APY	Rate	APY	Rate	APY	Rate	APY	Rate	APY	Rate	APY	Rate	APY	Rate	APY
WESTERN PLUS CHECKING		0.05%	0.05%	0.05%	0.05%	0.05%	0.05%	0.05%	0.05%	0.05%	0.05%	0.15%	0.15%	0.25%	0.25%
WESTERN SAVINGS	0.05%	0.05%	0.05%	0.05%	0.05%	0.05%	0.05%	0.10%	0.10%	0.15%	0.15%	0.25%	0.25%	0.30%	0.30%
MONEY MARKET DEPOSIT			0.10%	0.10%	0.10%	0.10%	0.10%	0.10%	0.10%	0.25%	0.25%	0.30%	0.30%		



## NEWS RELEASE

FOR IMMEDIATE RELEASE  
Oct. 23, 2024

**Contact:** Alex Orel  
KBA SVP- Government Relations  
785-232-3444  
aorel@ksbankers.com

### **FHSU Docking Institute Study Shows Kansas Economy Improves When Public Funds are Invested Locally in Kansas Banks**

Today Fort Hays State University's Docking Institute of Public Affairs released a study that emphasizes the importance of keeping public fund deposits with local banks. ***How Public Funds Investment Policy Impacts the Kansas Economy: An Analysis and Adaptation of Previous Research,*** by Dr. Emily Briet, shows that state and local government revenues should increase when deposits are kept in Kansas financial institutions so long as the interest rate differential is less than 3.15%. In other words, out of state investments would need to offer rates exceeding 3.15% above those of Kansas financial institutions to match the rollover effect of keeping that money local.

Dr. Briet states, "The primary advantage of placing deposits in Kansas financial institutions is that these funds are more likely to be loaned to Kansas borrowers, supporting investment projects. This, in turn, boosts the state's capital stock, economic activity, and income." This study was commissioned by the Kansas Bankers Association (KBA) and the Community Bankers Association of Kansas (CBAK) and will be formally presented to a special state legislative interim committee scheduled to meet at the Kansas Statehouse on November 18 & 19, 2024.

The special interim committee is slated to consider model legislation adopted by other states creating a pooled collateral program for public funds deposits that will free up working capital for Kansas banks and to also take a deep dive into the investment policies and procedures of the State's Pooled Money Investment Board charged with investing both state idle funds and local public funds held within a state-managed municipal investment pool.

"With only one half of one percent of the nearly \$10 billion being managed by the Pooled Money Investment Board currently invested with Kansas Banks, we believe the time is right to review our state's comprehensive investment policy", states Doug Wareham, President & CEO with the Kansas Bankers Association. "We believe the investment study issued by Fort Hays State University's Docking Institute of Public Affairs provides a very compelling argument for keeping Kansas public fund dollars invested in Kansas, so those dollars are a driving force for growth of our Kansas economy."

"The Docking Institute's study highlights the significant economic benefits of investing public funds locally. By keeping these deposits in Kansas banks, we ensure that our money supports Kansas borrowers, businesses, and communities. This approach not only strengthens the state's economy

but also fosters job creation and long-term growth,” said Shawn Mitchell, President & CEO of the Community Bankers Association of Kansas. “We believe this research presents a powerful case for revisiting current investment policies to maximize the positive impact on Kansas’ economic future.”

#### **About the Kansas Bankers Association**

The Kansas Bankers Association (KBA) is a private, non-profit 501 (c) 6 founded by Kansas bankers in 1887. KBA’s membership is comprised of community, regional and large banks with more than \$90 billion in assets and a workforce of more than 22,000 Kansans. KBA’s mission statement is “The Kansas Bankers Association strengthens and supports the Kansas banking industry by advocating for sound financial policies, promoting innovation, and fostering economic growth across the state to ensure a vibrant financial future for all Kansans.”

#### **About the Community Bankers Association of Kansas**

Founded in 1978, CBA represents Kansas community banks located in small rural and urban areas across Kansas. Collectively creating value for Kansas community banks through advocacy, education and services for the benefit of their customers and the communities they serve.



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

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**FROM: Kent Brown, City Manager**

**DATE: 12/2/2024**

**ITEM: Review of Board Applicant**

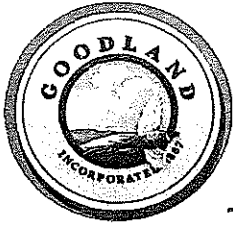
**NEXT STEP: Motion to Approve**

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ORDINANCE  
 MOTION  
 INFORMATION

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- I. REQUEST OR ISSUE:** Koal Artzer has completed an application and the Housing Authority recommends appointment.
- II. RECOMMENDED ACTION / NEXT STEP:** It is recommended that the appointment be approved.
- III. BACKGROUND INFORMATION:** Koal is the owner of Artzer Accounting & Advisory. Koal has lived in Goodland 20 years. See application for further.
- 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.



**City of Goodland**  
 204 W. 11th St.  
 P.O. Box 59  
 Goodland, KS 67735

785-890-4500  
 785-890-4532(F)

### Board and Commission Form

Please print clearly or type. Use additional sheets if necessary. Return form to the address above.

I am seeking:  New Appointment  Re-Appointment

Please indicate the Boards or Commissions in which you are interested:

- Airport Board
- Cemetery Board
- Construction Board of Trades/Appeals
- Library Board
- Housing Authority Board
- Parks & Recreation/Tree Board
- Museum Board
- Planning Commission/BZA
- Other: \_\_\_\_\_

Full Name: Koal Andrew Artzer E-mail: Koal.artzer@gmail.com

Street Address: 1216 Sherman Ave

Phone: Home ~ Cell 785-728-7253 Work 785-899-6145

Years lived in Goodland: 20 Education: Masters Degree

Occupation: CPA Employer: Self - Artzer Accounting & Advisory

Business Address: 304 E 10th St Goodland, KS 67735

Prior Appointed or Elected Offices held (if any): None

Please describe any present or past community involvement:  Member of the Goodland Ambassadors and very involved w/ many organizations throughout my childhood in Goodland.

Why would you like to serve? Significant desire to improve our community through economic, social, and governance means.

Referred by (if any): Sheila Barnett

Date 10/22/24 Signature: [Handwritten Signature]

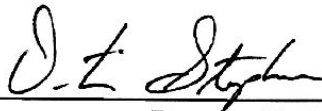


RE:  
Resignation of Goodland Airport Advisory Board President, Dustin K. Stephenson

Attention:  
City of Goodland Commission & Goodland Airport Advisory Board

Good Afternoon,

Please accept this executed document as my formal resignation from the Goodland Airport Advisory Board for the Goodland Municipal Airport Renner Field effective December 31st, 2024.



\_\_\_\_\_  
Dustin K. Stephenson

11/25/2024

Date



**AGENDA ITEM #**  
CITY COMMISSION COMMUNICATION FORM

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**FROM:** Kent Brown, City Manager  
Mary Volk, City Clerk

**DATE:** December 2, 2024

**ITEM:** Change Order #5: Goodland Industrial Park Improvements

**NEXT STEP:** Motion to approve

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ORDINANCE  
 MOTION  
 INFORMATION

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**I. REQUEST OR ISSUE:**

This is pay estimate #5 for a total of \$93,341.82.

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

Need Motion to approve.

**III. FISCAL IMPACTS:**

As part of BASE grant for Industrial Park improvements. 75% paid by the grant, 25% from other city funds.

**IV. BACKGROUND INFORMATION:**

From the August 5, 2024 meeting minutes:

**A. Pay Estimate #1: Goodland Industrial Park Improvements** - Kent stated, Industrial Park project has started. This is pay estimate #1 to Miller Construction in the amount of \$254,333.94, which includes stored materials for a large portion of project. They are progressing well on project. Andrew Brunner, EBH Engineer stated, the south portion of sewer lines and manholes are installed. Plan is to start on street tomorrow. They will complete area by sunflower plant and west, then jump over to north side of park. City crews were able to get water lines started quickly. When contractor moves to north portion of project city crews can complete final tie in on water. **ON A MOTION** by Mayor Thompson to approve Pay Estimate #1: Goodland Industrial Park Improvements to Miller Construction in the amount of \$254,333.94 **seconded by** Commissioner Showalter. **MOTION carried on a VOTE of 4-0.**

From the September 3, 2024 meeting minutes

**G. Pay Estimate #2: Goodland Industrial Park Improvements** – Kent stated, work continues at Industrial Park. This is second pay estimate in amount of \$215,697.82. **ON A MOTION** by Mayor Thompson to approve Goodland Industrial Park Improvement Pay Estimate #2 to Miller Construction in the amount of \$215,697.82 **seconded by** Commissioner Redlin. **MOTION carried on a VOTE of 5-0.**

From the October 7, 2024 meeting minutes

**B. Pay Estimate #3: Goodland Industrial Park Improvements** - Kent stated, Millers Construction has done a lot of work on project. This pay estimate is through end of September in the amount of \$499,726.16 for the Industrial Park project. **ON A MOTION** by Mayor Thompson to approve pay estimate #3 to Miller Construction in the amount of \$499,729.16 on the Goodland Industrial Park project seconded by Commissioner Redlin. **MOTION** carried on a **VOTE** of 5-0.

From the November 4, 2024 meeting minutes

**C. Pay Estimate #4: Industrial Park Improvements** - Andrew stated, this is for continued work by Miller Construction in the Industrial Park in the amount of \$454,968.01. We are close to 99% of concrete being complete and project is moving ahead well. We have had good weather. There was a minor issue that required grinding, but not much. Millers have to tie in sanitary sewer line and water crew will finish water lines in near future. **ON A MOTION** by Commissioner Showalter to approve pay estimate #4 to Miller Construction in the amount of \$454,968.01 **seconded by** Commissioner Myers. **MOTION** carried on a **VOTE** of 5-0.

**Goodland Industrial Park Improvements 2023**

Pay Estimate No. 5

26-Nov-24

Item	Description	Unit	Contract			Constructed		
			Unit Price	Quantity	Price	Since Last Pay Estimate	Quantity	Price
<b>Base Bid</b>								
1	Mobilization	LS	\$ 51,465.07	1	\$ 51,465.07	0.02	1	\$ 51,465.07
2	Common Excavation	CY	\$ 3.25	6,655	\$ 21,628.75	10	6655	\$ 21,628.75
3	Rock Excavation	CY	\$ 32.00	35	\$ 1,120.00	12	35	\$ 1,120.00
4	Concrete Pavement (8")(AE)(NRDJ)	SY	\$ 83.00	9,823	\$ 815,309.00	21	9823	\$ 815,309.00
5	Concrete Pavement (8")(AE)	SY	\$ 80.00	139	\$ 11,120.00	45	139	\$ 11,120.00
6	Curb & Gutter (AE)	LF	\$ 35.00	4,760	\$ 166,600.00		4760	\$ 166,600.00
7	Aggregate Base	SY	\$ 11.00	11,230	\$ 123,530.00	107	11284	\$ 124,124.00
8	Geosynthetic Reinforcement	SY	\$ 1.75	11,230	\$ 19,652.50	107	11284	\$ 19,747.00
9	Concrete Flume	EA	\$ 2,000.00	2	\$ 4,000.00		2	\$ 4,000.00
10	Rip-Rap Slope Protection	SY	\$ 25.50	55	\$ 1,402.50	33	55	\$ 1,402.50
11	Adjustment of Water Valve	EA	\$ 500.00	3	\$ 1,500.00		8	\$ 4,000.00
12	20" Bio-Log Ditch Check	LF	\$ 12.50	45	\$ 562.50		0	\$ -
					\$ 1,217,890.32			\$ 1,220,516.32


<b>Additive No. 1</b>								
1	Mobilization	LS	\$ 4,100.00	1	\$ 4,100.00		1.00	\$ 4,100.00
2	Common Excavation	CY	\$ 3.75	6,500	\$ 24,375.00		6500	\$ 24,375.00
3	Compaction of Earthwork	CY	\$ 7.50	3,523	\$ 26,422.50		3523	\$ 26,422.50
4	Rip-Rap Slope Protection	SY	\$ 25.00	44	\$ 1,100.00		44	\$ 1,100.00
5	Erosion Control Mat (Class 2)	SY	\$ 7.00	396	\$ 2,772.00		396	\$ 2,772.00
6	Seeding	LS	\$ 3,700.00	1	\$ 3,700.00		1	\$ 3,700.00
7	20" Bio-Log Ditch Check	LF	\$ 12.50	20	\$ 250.00		0	\$ -
					\$ 62,719.50			\$ 62,469.50


<b>Additive No. 2</b>								
1	Waterline Materials	LS	\$ 81,212.07	1	\$ 81,212.07		1	\$ 81,212.07
					\$ 81,212.07			\$ 81,212.07

<b>Additive No. 3</b>								
1	Mobilization	LS	\$ 6,000.00	1	\$ 6,000.00	0.40	1	\$ 6,000.00
2	Sanitary Sewer Connection	EA	\$ 1,000.00	2	\$ 2,000.00	1	2	\$ 2,000.00
3	8" SDR26 Sanitary Sewer Pipe	LF	\$ 37.00	3,581	\$ 132,497.00	1280	3581	\$ 132,497.00
4	Standard Manhole (0-6') w/ Std Ring & Cover	EA	\$ 7,000.00	13	\$ 91,000.00	5	12	\$ 84,000.00
5	Manhole (Extra Depth)	LF	\$ 250.00	21	\$ 5,250.00	14.0	20	\$ 5,000.00
					\$ 236,747.00			\$ 229,497.00

Contract Total \$ 1,598,568.89      Constructed Total \$ 1,593,694.89

	TOTAL		USED	
<b>Stored Material</b>	\$ 110,555.43	100%	\$	-
<b>Total Due Contractor from Construction</b>				\$ 1,593,694.89
<b>Retainage (5%) (constructed work only, not on stored materials or waterline materials)</b>				\$ 75,624.14
<b>Previously Paid</b>				\$ 1,424,728.93
<b>Amount Due This Pay Estimate</b>				\$ 93,341.82

  
 EBH Engineering      11/26/2024  
 Date

  
 Miller Construction Services      11-26-24  
 Date

City of Goodland      Date