

CITY COMMISSION AGENDA MONDAY, DECEMBER 16, 2024 204 W. 11th St. – 5:00 P.M.

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

1. CALL TO ORDER

- A. Roll Call
- B. Pledge of Allegiance

2. PUBLIC COMMENT

(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

4. CONSENT AGENDA

- A. 12/2/2024 Commission Meeting Minutes
- B. Appropriation Ordinances 2024-24; 2024-24A; and 2024-P24

5. ORDINANCES AND RESOLUTIONS

- A. Resolution 1651 City Boundary Resolution
- B. Resolution 1652 Agreement with KMEA -Ninnescah Flats Solar Project
- C. Ordinance 1792 Creating Land Bank Board of Trustees, etc.

6. FORMAL ACTIONS

- A. 2025 CMB Licenses
- B. Goodland Public Library Contract
- C. Recreation Program Contract 2025
- D. 321 Broadway IFB 2024-1201 Clean up property
- E. Appointment of Kevin Ross Airport Board Re-Appointment of Richard Hayden – Cemetery Board Re-Appointment of Don Smith – Cemetery Board

7. DISCUSSION ITEMS

None this meeting.

8. **REPORTS**

- A. City Manager
- (1) Manager Memo
- (2) November Month End Fund Balance Report
- (3) Police monthly activity report
- (4) RHID follow up

- B. City Commissioners
- C. Mayor

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 January 6, 2025.

NOTE: Background information is available for review in the office of the City Clerk prior to the meeting. The Public Comment section is to allow members of the public to address the Commission on matters pertaining to any business within the scope of Commission authority and not appearing on the Agenda. Ordinance No. 1730 requires anyone who wishes to address the Commission on a nonagenda item to sign up in advance of the meeting and to provide their name, address, and the subject matter of their comments. City of Goodland 204 W. 11th Street Goodland, KS 67735

MEMORANDUM

TO:Mayor Thompson and City CommissionersFROM:Kent Brown, City ManagerDATE:December 16, 2024SUBJECT:Agenda Report

3. Presentations & Proclamations

None this meeting.

4. Consent Agenda:

A. 12-2-2024 Commission Meeting Minutes

B. Appropriation Ordinances 2024-24; 2024-24A; and 2024-P24; <u>RECOMMENDED MOTION: "I move that we approve Consent Agenda items A and B."</u>

5. Ordinances and Resolutions:

A. Resolution 1651 – City Boundary Resolution

This is a resolution which should be adopted by the City either annually or whenever we have changes to our boundaries. Because of a couple deannexations in the former Energy Center and the annexation of the city owned property west of Topside Manor, EBH has put together a new boundary resolution for approval along with a revised map.

<u>RECOMMENDED MOTION:"I move that we approve Resolution 1651, A Resolution describing</u> the entire boundary of the City of Goodland."

B. <u>Resolution 1652 – Agreement with KMEA – Ninnescah Flats Solar Project</u>

This resolution authorizes and directs the Mayor to sign the agreement with the Kansas Municipal Energy Agency on behalf of the City of Goodland to participate in the Ninnescah Flats Solar Project starting in January 2027 for a period of 30 years.

<u>RECOMMENDED MOTION:"I move that we approve Resolution 1652, A Resolution authorizing</u> <u>and directing the Mayor to execute for and on behalf of the City of Goodland, Kansas, the</u> <u>Ninnescah Flats Solar Project agreement with the Kansas Municipal Energy Agency (KMEA)."</u>

C. Ordinance 1792 – Creating Land Bank Board of Trustees, etc.

This Ordinance would add a section to the code creating a Board of Trustees for the Goodland Land Bank and set forth various terms, officers, powers and budget and reporting requirements to the City Commission.

<u>RECOMMENDED MOTION:"I move that we approve Ordinance 1792, An Ordinance adding</u> <u>Division 9 to Article IX in Chapter 1 of the Goodland City Code for the purpose of creating the</u> <u>Goodland Land Bank, and determining the membership, duties and functions of the Board of</u> <u>Trustees of the Goodland Land Bank."</u>

6. Formal Actions

A. 2025 CMB Licenses

Attached is the list of CMB licenses for renewal January 1, 2025 for both, consumption on premises and in original and unopened containers not for consumption on premises. The only remaining entity that is pending inspection approval is Dollar General. Staff may update the spreadsheet on Monday if that is completed.

<u>RECOMMENDED MOTION: "I move that we approve the 2025 CMB Licenses for PIZZA HUT,</u> <u>MOM'S KITCHEN, the GOODLAND KOA and the Rec Room with consumption on the premises,</u> <u>and 2025 CMB Licenses for CORNER MARKET, CASEY'S GENERAL STORE, 24/7 TRAVEL</u> <u>STORE, COWBOY CORNER XPRESS, LLC and WAL-MART STORES, INC. for sale in original</u> <u>and unopened containers not for Consumption on the premises and DOLLAR GENERAL for</u> <u>sale in original and unopened containers not for Consumption on the premises pending</u> <u>Inspection Approval."</u>

B. Goodland Public Library Contract

This is the annual contract with the City and Sherman County and the Board of Trustees of the Goodland Library. The County will approve the contract at their meeting. Staff recommends approval of the contract.

RECOMMENDED MOTION: "<u>I move that we approve the contract with Sherman County and</u> the Board of Trustees of the Goodland Library for providing Library services to the residents of Sherman County."

C. <u>Recreation Program Contract 2025</u>

The proposed recreation program contract for 2025 is for Commissioners review. This contract keeps the compensation for the GAC at \$53,000 annually. In addition, the contract will be for a three-year term with a two-year renewal option. The proposed contract is included in your Agenda Packet. GAC Administrator Tess Smith, Parks Director Danny Krayca and I reviewed the contract. Minor changes were made to the contract to reflect current programs and operations. Staff recommends approval of the contract. *RECOMMENDED MOTION: "<u>I move that we approve the Recreation Program Contract with the Goodland Activities Center as presented</u>."*

D. 321 Broadway - IFB 2024-1201 - Clean up property

IFB 2024-1201 is our solicitation for Demolition and Removal of Structures at 321 Broadway Avenue. A bid opening will held on December 13 and the results are not available at the time of the agenda packet. All bids that have been received will be presented to the Governing Body at the time of the meeting.

RECOMMENDED MOTION: "<u>I move that we approve the low bid to</u> to complete the debris removal and clean up property at 321 Broadway."

E. <u>Appointment of Kevin Ross – Airport Board</u>

The Airport Board recommends Kevin Ross to fill the board vacancy as a result of the resignation of Dustin Stephenson. See board application.

RECOMMENDED MOTION: "<u>I move that to approve the appointment of Kevin Ross to the</u> <u>Airport Board.</u>" Re-Appointment of Richard Hayden – Cemetery Board Cemetery Board recommends the reappointment of Dick Hayden to the Cemetery Board for a 3 year term from 2025 thur 2027. *RECOMMENDED MOTION: <u>"I move that to approve the appointment of Dick Hayden to the</u> <u>Cemetery Board.</u>"*

Re-Appointment of Don Smith – Cemetery Board

Cemetery Board recommends the reappointment of Dick Hayden to the Cemetery Board for a 3 year term from 2025 thru 2027.

RECOMMENDED MOTION: <u>"I move that to approve the appointment of Dick Hayden to the</u> <u>Cemetery Board.</u>"

7. Discussion Items

A. <u>Initial presentation of proposed multifamily development - Bridger Companies</u> 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. <u>City Manager</u>
 - Manager Memo
 - > November Month End Fund Balance Report
 - > Police monthly activity report November
 - Industrial Park project update
 - > 321 Broadway Building Official timeline
 - > 18th Street Street Superintendent

B. <u>City Commissioners</u>

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. <u>Mayor</u>

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

GOODLAND CITY COMMISSION Regular Meeting

December 2, 2024

5:00 P.M.

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

Also present were Dustin Bedore – Director of Electric Utilities, Jason Erhart –Chief of Police, Joshua Jordan – IT Director, Neal Thornburg – Director of Water and Wastewater, Danny Krayca – Director of Parks, Zach Hildebrand – Code Enforcement/Building Official, Jake Kling – City Attorney, Mary Volk - City Clerk and Kent Brown - City Manager.

Mayor Thompson led Pledge of Allegiance

PUBLIC COMMENT

PRESENTATIONS

A. KMEA Ninnescah Flats PPA Solar Project Presentation – Tyson McGreer Manager of Member Services and Neal Daney Director of projects from KMEA are present to discuss solar project. Tyson stated, KMEA is a Municipal Organization formed by Municipalities in 1980 to assist Communities access to power supply. We have 88 members and are in every corner of the state. We offer maintenance to service power supply and power supply planning. We plan the power service for about 40 members, then some like Goodland where we service the WAPA you purchase. Other services we offer are Mid-States which we recently purchased, in house rate studies and legal attorney. Our power supply is structured into three energy management projects. EMP1 consists of the eastern cities, EMP2 is many western cities and where Goodland would fit and EMP3 are smaller cities in center of the state. With your power plant you could sell power to other municipalities in the EMP group that need power. We primarily help Goodland with your WAPA out of Colorado and schedule Mid-States. If City would use KMEA for power, you would fit in EMP2 group. There are three main components to power supply; 1. Capacity and demand, which is the ability to produce energy. Goodland meets with your power plant energy; 2. Energy or the power you purchase; and 3. Transmission of electricity. We are part of the Southwest Power Pool (SPP) market who manages the energy market within the region. In energy management, we would bid your daily services by purchasing and balancing energy from the market. We facilitate and manage SPP transactions and will optimize your power plant. If you were to go in the market with your plant, we can request your services and sell your power. Long term we are looking at long term contracts and how we layer in the contract. We are owned by the members and there for the member.

Neal stated, the map of SPP has pricing nodes that differ by location. KMEA is no different than Sunflower or Evergy Energy. We look at customer loads and bid market a day ahead based on needs. If all resources are normal in SPP and there is no congestion local marginal pricing are all same. But if there is congestion, prices are different by location making it tough to meet all loads. This is similar to what happened to Kansas in the 2022 freeze. There are lost components when moving energy across lines, which is normal. We are working with Neer on a large scale 200 MW solar project in Pratt County, west of Wichita that is expected to be online late 2026 to January 2027. KMEA signed up for 90 MW. The expected capacity is when the sun is shining to produce or 27% of energy. City can claim 100% of WAPA allocation. Whatever the City allocates in this project would cover 14-15% of City needs during peak hours when prices are predominately most expensive hours. Our expected capacity accreditation is 40-50% because of expected capacity. In

> order to lower negotiating prices, they maintain renewable energy components. Prices bounce around because of the number of factors playing into market prices. The coal plants are being retired and replaced by renewable energy plants. With that we are seeing prices double until we receive more fossil fuel. We would like to know if the City is interested in small modules to get more reliable fuel online. We have discussed with Kent and Dustin how the City power supply would look like under KMEA module. We looked at fixed energy 5X16 annual peaking of 5 MW to cover City Monday through Friday from 6:00 a.m. to 6:00 p.m. That would cover 40% of your energy needs. If you participate in solar project that will cover about 15% then your WAPA allocation is 5%. That will leave about 40% you will have to rely on SPP market. This is a risk but you also have your power plant, which is good negotiating tool. Your WAPA allocation expires 2054 then in 2027 the City will have 95% of portfolio open. We want to be competitive in our proposal for the energy. City's peak is 12 MW. There are several times in the year you will have more energy than you need. With KMEA model, you can sell energy back into market and get compensated at full market price. Mayor Thompson asked, you are saying on days Goodland has extra power it gets sold at market or the price for solar power? Tyson stated, it is sold into market at market price that day. It will depend on the day and price. Typically speaking should be close to whole. Neal stated, all resources are bought the day before and you will know closer what the market is in comparison to what you are purchasing for your load needs. This should be closely correlated. Fixed energy cost is contracted at \$50 MW. Will this be beneficial to City? It is hard to tell, because prices are constantly changing; however, it will stabilize your rates for 14-15% of your load. Tyson stated, timeline for the contract requires KMEA to have contracts back by end of December. There are a couple outs. Neer has sold 1/2 MW allocated for project and believe they have buyer for remaining. If they do not have buyer by March, it is for not. Also if tariffs are put in place we have a way out. Mayor Thompson stated, if we agree to participation in project, it is not binding until those factors are in place. Commissioner Showalter stated, with changing energy needs we have to look at ways to diversify portfolio and this is a step we need to take. Mayor Thompson stated, I agree and this is a way to shore up some numbers in portfolio. We need to rely on Dustin as to load feels we need. We have discussed 2 and 3 MW. Tyson stated, we will run any model the City wants. 3 MW is 14% of your load but we are good with 2 MW. Mayor Thompson stated, we will let you know. Dustin stated, I am favor of project and running numbers to determine percent we want to take, but feel a step in right direction. We are hand tied with our current contract. Commissioner Showalter stated, we need to get moving now to get on board. Kent stated, our plan was presentation at this meeting and present agreement next meeting. The agreement is in your packet tonight to review.

CONSENT AGENDA

A. 11/18/24 Commission Meeting Minutes

B. Appropriation Ordinances: 202-23, 2024-23A and 2024-P23

ON A MOTION by Commissioner Showalter to approve Consent Agenda seconded by Commissioner Myers. **MOTION carried on a VOTE of 5-0.**

ORDINANCES AND RESOLUTIONS

A. Ordinance 1793: Annexation of City owned property west of Topside Manor – Kent stated, this is the 35 acres west of Topside Manor, including the waste ponds from water treatment plant. According to K.S.A. 12-520(a) and (f) it fulfills conditions since City owned property. ON A MOTION by Vice-Mayor Howard to approve Ordinance 1793: Annexation of City owned

property west of Topside Manor seconded by Commissioner Showalter. MOTION carried on a VOTE of 5-0.

FORMAL ACTIONS

A. 2025 Renewal of BCBS Health Insurance - Kent stated, staff met with Jalaa Miller from IMA regarding insurance renewal. Jalaa stated, the change is a 9.5% increase in the amount of \$71,243 due to increase in utilization. Looking at trends, this increase is right on board. Administration costs remain flat, stop loss which is currently at \$30,000 level is 9.4% increase and largest increase are expected claims at 10.5%. We recommend City remain with grandfather plan but increase stop loss limit from \$30,000 to \$40,000 which means city will take on more costs. This would drive premium for stop loss down. In evaluating plan and how has been running, we feel it is time to take extra risk on stop loss. Mayor Thompson asked, explain how adjusting from \$30,000 to \$40,000 is worth taking risk for \$3,000 cost difference. Jalaa stated, we look at number of claims over stop loss limit. If increase limit to \$40,000, we estimate three over stop loss where in 2023 there were five over \$30,000. For 2024 there is only one that has exceeded \$30,000 and \$40,000 limit. The stop loss premium at \$40,000 is \$274,318, which is an annual difference of \$43,542 in savings. The City would have to have four individuals go over the \$40,000 limit for savings not to benefit the City. The way the plan is running, we do not believe that will happen this year. We reviewed non-grandfathered plans. There was not much price difference but the maximum out of pocket expense for the employee is \$5,000. Employees and families take on more risk of out of pocket expenses. I know city uses benefit for recruitment and this plan would not be good for recruitment and retention. The way prescription plan runs today, there is deductible, then co-ins of 50% which is keeping down cost of plan. Overall city averages prescription costs of \$2,303 a year. If change to non-grandfathered plan this is an unknown liability with the way drugs could hit the plan. There are many unknown costs in pharmacy and new medications when city prescription costs currently are so low. If they become stop loss hits, it will affect the plan. We have put together 3 options for renewal. The first is keep plan the same with City paying insurance cost, increasing stop loss limit to \$40,000. The second is same as first but increasing employee contribution to 2% in 2025. Annually that is \$16,281 paid by employees. To maintain a grandfather plan, employee can pay up to 5%. The third option is same as option two but no employee contribution on employee only plans. Mayor Thompson stated, any option we look at the City has to come up with a lot of additional money. Kent stated, we budgeted an 8% increase for insurance in 2025 so the majority of increase is budgeted. We will have to take a minimum amount from somewhere else. Past renewals have been well. Jalaa related that most municipality increases are 14-15%. Commissioner Showalter asked, we budgeted 8% of increase, where do we get remainder? Kent stated, cash reserves from employee benefits and Self Insurance fund. We have made strides to make those two funds healthy. The decision can be to maintain plan and we can work with it. Commissioner Showalter stated, we almost have it covered. I feel we could go one more year. Vice-Mayor Howard stated, I feel we need to keep same plan and then in March when plan is effective, discuss with employees that they have a year before they may have to contribute to plan. I am in favor of City paying plan this year. Commissioner Showalter stated, we have had conversation and it is clear at some point there will have to be employee contributions, but longer can leave plan as is the better the benefit. Mayor Thompson stated, getting off plan will be hard as it is a good plan. You will need to evaluate in budget because you will need to know at that time the amount expect employee to pay. It is a hard decision six months before you know renew. I am in favor of leaving plan as is with the minimal cost we need to make up. Commissioner Myers stated, we are close to what we budgeted. ON A

MOTION by Mayor Thompson to approve renewal of 2025 BCBS Health Insurance raising the stop loss limit to \$40,000 with plan paid 100% by City **seconded by** Commissioner Redlin. **MOTION carried on a VOTE of 5-0.**

- B. Banking Services RFP Mary stated, it has been some time since we performed a request for banking services. This has been a learning experience. We received bids from all three banks which are designated depositories with the City. FNB bid outlined fees for some of the main banking services. Western State Bank and BANKWEST offer main banking services at no charge. These two bids outline tools used to manage money in the main account to ensure balances are adequate for daily processing. BANKWEST uses ICS which is where they deposit money in banks all over to ensure adequate pledging. They transfer money in or out of account to cover transactions at City request. Western State Bank has a similar tool with a money market account; however, they monitor the account to ensure the City's requested balance remains in the account and the money remains local. They ensure we are adequately insured through securities pledged to the City. Western State Bank guaranteed the rate for this fund at 3.25% for one year. ICS rate has been 3.15% since April. I have requested an increase couple months back which was declined. Both banks have merits and I am intrigued by the money being invested locally. Joshua Dechant Western State Bank Center President stated, with our money market account, everything Mary does manually with ICS account at BANKWEST, our system does automatically. ON A **MOTION by** Commissioner Showalter to approve the bid from Western State Bank for banking services seconded by Commissioner Redlin. MOTION carried on a VOTE of 5-0.
- C. Appointment of Koal Artzer: Housing Authority Board Kent stated, this recommendation is from Housing Authority and staff recommends appointment. ON A MOTION by Mayor Thompson to approve the appointment of Koal Artzer to the Housing Authority Board seconded by Commissioner Myers. MOTION carried on a VOTE of 5-0.
- D. Resignation of Dustin Stephenson: Airport Board Kent stated, Dustin submitted his resignation from the Airport Board as of December 31st to review the AIP that is approved in January. Board will meet next week and they will discuss board applications received. ON A MOTION by Commissioner Showalter to approve the resignation of Dustin Stephenson from the Airport Board effective December 31, 2024 seconded by Commissioner Vice-Mayor Howard. MOTION carried on a VOTE of 5-0.
- E. Pay Estimate #5: Goodland Industrial Park Improvement Base Grant Kent stated, sewer main is almost complete with this pay estimate in the amount of \$93,341.82 to Miller Construction. Project is close to completion. ON A MOTION by Mayor Thompson to approve pay estimate #5 in the amount of \$93,341.82 to Miller Construction seconded by Commissioner Redlin. MOTION carried on a VOTE of 5-0.

DISCUSSION

A. Initial presentation of proposed multifamily development – Connor Hampton, Bridger Companies – Connor stated, I am looking into a multifamily development in Goodland. I have been around construction my entire life. We recently completed a similar model of which I would like to concentrate. I like to model plans for smaller communities because state is trying to build housing in the rural communities. Colby is currently building what I am proposing. First step is to zone property as a Rural Housing Incentive District (RHID). I will work with the City. In theory this is what will pay for infrastructure and development which keeps the City from being responsible for the costs. You do a special assessment bond up front, then the RHID pays off the assessment. There is no missed income from the property. No money is taken from the City or developer to build. I will be writing grants on behalf of the City for vertical construction. We are

> starting with 20 units or 10 duplexes, then build more as needed. We would like to partner with a local bank to purchase tax credits. One modification to our plan is we would like to build one closet as a shelter. We are the developer and hire local contractors and banks for project. Commissioner Showalter asked, what is the timeline and what do you need from commission? Connor stated, we need an updated housing assessment. Julica Ohara Executive Director of SCCD stated, we completed one in 2021 and are negotiating a new assessment in 2025. Connor stated, RHID is first step with a resolution establishing the 35 acres for the development. I will write grants and the city may need to send a letter stating land is available. I feel we need the updated housing assessment for grant applications. A lot of steps come together quickly but RHID zoning is first step. We start with 10 duplexes but if entire property is zoned as RHID, we will be able to continue building duplexes as needed. The city approves the project but there is a 30 day veto period. The county or school district can veto the project in that period. Once the City approves the project and 30 day veto period passes, the state must approve. Mayor Thompson asked, have you built other projects? Connor stated, yes we have many projects going on now. Mayor Thompson asked, what are the costs for the recent one? Connor stated, units are in Wichita selling for \$183,500 per side and rent for \$1,500 to \$1,550 per side. Numbers look different in all communities. In western Kansas, property values are lower but the demand is there. It will cost more to build in Goodland than in Wichita because there are less contractors. That is why we need grants or project will not move forward. Looking at new construction, this is more cost effective to a home owner or renter. Commissioner Redlin asked, what is square footage? Connor stated, about 400 square feet. Mayor Thompson asked, is purchasing tax credits something Western State Bank does Joshua? Joshua stated, yes we have purchased them in the past. Mayor Thompson stated, sounds appealing and we will not know what they will sell for here. First thing is to do assessment and resolution for RHID zoning. Connor stated, I will talk to state to see if we can use 2021 assessment for RHID zoning. The updated assessment will help with grant application. Kent stated, the updated housing assessment will strengthen grant applications. Joshua stated, when I was commissioner the city negotiated purchase of this land for the water treatment plant. We pursued to purchase the entire 35 acres from school for this reason. Commissioner Showalter stated, I am in favor to keep working toward goal. Kent stated, this is one tool and like the land banks, meeting with the school and county prior to project will be advantageous.

REPORTS

A. City Manager - 1. Manager memo is in the packet. 2. North sewer main line is complete on the Industrial Park Project. Contractor has a couple clean up items to address. They are approaching City has completed water main connection but it has not been charged. wrap up. All infrastructure is in the ground. **3.** Zach stated, on November 4th commission gave property owner at 321 Broadway 30 days to address issue. That time period ends Wednesday. I would like to send out bids that day so commission can approve bids next meeting. We do not expect communication from property owner as all mailings have been returned. 4. We have had a request to improve a couple streets west of Alex's Radiator from 17th Street to 18th Street, between Texas and Montana. The streets have become in disrepair with the railroad employees and Scoular expansion. Kenton is planning on adding mills to the streets. 5. Snow Plow for the snow removal grant with FAA has arrived and is operational. The technician was onsite and ran into another hurdle where it attaches to loader. They will have to make a small adjustment to the connection. The hydraulics are getting replaced and operational for winter. These are large pieces of equipment. 6. Land Bank ordinance was discussed with Sherman County Commission and

School Board last week. Good meetings, both are in favor and look to move forward. They had a couple questions but it will be ready for next meeting.

- B. City Commissioners
 Vice-Mayor Howard 1. No Report
 Commissioner Showalter 1. No Report
 Commissioner Myers 1. No Report
 Commissioner Redlin 1. No Report
- C. Mayor Thompson– 1. No Report

EXECUTIVE SESSION

- A. EXECUTIVE SESSION Under the Authority of KSA 75-4319 (b) (1) for personnel matters of non-elected personnel Mayor Thompson made a motion at 6:50 p.m. to recess into executive session under authority of K.S.A.75-4319 (b) (1) to discuss personnel matters of non-elected personnel not to exceed ten minutes. I request only City Commission be present. Commissioner Redlin seconded the motion. MOTION carried by a VOTE of 5-0. Meeting resumed at 7:00 p.m. Mayor Thompson made a second motion at 7:00 p.m. to recess into executive session under authority of K.S.A.75-4319 (b) (1) to discuss personnel matters of non-elected personnel not to exceed ten minutes. I request personnel matters of non-elected personnel not to exceed ten motion. MOTION carried by a VOTE of 5-0. Meeting resumed at 7:00 p.m. Mayor Thompson made a second motion at 7:00 p.m. to recess into executive session under authority of K.S.A.75-4319 (b) (1) to discuss personnel matters of non-elected personnel not to exceed ten minutes. I request City Commission and City Manager be present. Vice-Mayor Howard seconded the motion. MOTION carried by a VOTE of 5-0. Meeting resumed at 7:10 p.m.
- **B.** Action from Executive Session ON A MOTION by Mayor Thompson to approve a 2024 bonus in the amount of \$5,000 over contact amount for City Manager Kent Brown seconded by Commissioner Showalter. MOTION carried on a VOTE of 5-0.

ADJOURNMENT WAS HAD ON A MOTION BY Commissioner Redlin seconded by Commissioner Myers. Motion carried by unanimous VOTE, meeting adjourned at 7:15 p.m. Next meeting is scheduled for December 16, 2024.

ATTEST:

Aaron Thompson, Mayor

Mary P. Volk, City Clerk

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		INDUSTRIES, INC					
12725428		STROBE LIGHT	15-42-3060		136.78	70055	12/16/24
12728813	1 12/02/24 20959	FLOOD LIGHT	15-42-3060		650.81	70055	12/16/24
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		ALTEC INDUSTRIES, INC			1409.35		
	3784 AMAZON	CAPITAL SERVICES					
1RPY-33C6-WDHC		DESK CALENDAR	11-04-3120		14.99	70056	12/16/24
1RPY-33C6-WDHC	2 11/27/24	DOG BAGS	11-15-3120		44.99	70056	12/16/24
1RWF-FHRV-HFXN	1 11/26/24 20912	6'X10' FLAG	11-03-3030				12/16/24
		AMAZON CAPITAL SERVICES			134.97		
	2871 AMERICA	AN FAMILY LIFE					
PR20241129		AFLAC CANCER	11-00-0012	N	33.18	3046081	12/06/24 E
PR20241129		AFLAC CANCER		N	16.02		12/06/24 E
PR20241129		AFLAC CANCER	23-00-0012	N	18.21		12/06/24 E
PR20241129	4 11/29/24	AFLAC ACCIDENT	11-00-0012	Ν	71.40		12/06/24 E
PR20241129	5 11/29/24	AFLAC ACCIDENT	15-00-0012	Ν	19.02		12/06/24 E
PR20241129	6 11/29/24	AFLAC ACCIDENT	23-00-0012	Ν	14.28		12/06/24 E
PR20241129	7 11/29/24	AFLAC ST DISB	11-00-0012	Ν	43.08		12/06/24 E
PR20241129	8 11/29/24	AFLAC ST DISB	15-00-0012	Ν	43.20		12/06/24 E
PR20241129	9 11/29/24	AFLAC LIFE RIDR	15-00-0012	Ν	2.76		12/06/24 E
PR20241129	10 11/29/24	AFLAC LIFE	11-00-0012	Ν	21.31		12/06/24 E
PR20241129	11 11/29/24	AFLAC LIFE	21-00-0012	Ν	12.51		12/06/24 E
PR20241129		SPEC HLTH EVENT	11-00-0012	Ν	20.10		12/06/24 E
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	1389 AMERICA	AN FID					
PR20241129	1 11/29/24	AF CANCER AT	11-00-0012	Ν	33.55	3046078	12/06/24 E
PR20241129	2 11/29/24	AF CANCER AT	15-00-0012	N	16.90		12/06/24 E
PR20241129	3 11/29/24	AF CANCER AT	21-00-0012	N	4.95		12/06/24 E
PR20241129	4 11/29/24	AF CANCER AT	23-00-0012	Ν	4.95		12/06/24 E
PR20241129	5 11/29/24	AMER FID CANCER	11-00-0012	Ν	128.34		12/06/24 E
PR20241129	6 11/29/24	AMER FID CANCER	15-00-0012	Ν	115.00		12/06/24 E
PR20241129	7 11/29/24	AMER FID CANCER	21-00-0012	Ν	45.13		12/06/24 E
PR20241129	8 11/29/24	AMER FID CANCER	23-00-0012	Ν	13.47		12/06/24 E
PR20241129	9 11/29/24	AMER FID LIFE	11-00-0012	Ν	209.59		12/06/24 E
PR20241129	10 11/29/24	AMER FID LIFE	15-00-0012	N	239.16		12/06/24 E
PR20241129	11 11/29/24	AMER FID LIFE	21-00-0012	N	71.25		12/06/24 E
PR20241129	12 11/29/24	AMER FID LIFE	23-00-0012	N	71.25		12/06/24 E
PR20241129	13 11/29/24	AM FID ACCIDENT	11-00-0012	N	102.95		12/06/24 E
PR20241129	14 11/29/24	AM FID ACCIDENT	15-00-0012	N	84.75		12/06/24 E
PR20241129	15 11/29/24	AM FID ACCIDENT	21-00-0012	N	17.45		12/06/24 E
PR20241129 PR20241129	16 11/29/24	AM FID HOSPITAL	15-00-0012	N	26.99		12/06/24 E 12/06/24 E
PR20241129 PR20241129	17 11/29/24	AM FID HOSPITAL	21-00-0012	N	20.99		12/06/24 E 12/06/24 E
PR20241129 PR20241129	18 11/29/24			N			12/06/24 E 12/06/24 E
		AM FID HOSPITAL	23-00-0012		7.96		
PR20241129	19 11/29/24	AM FD DISABILTY	11-00-0012	N	118.84		12/06/24 E
PR20241129	20 11/29/24	AM FD DISABILTY	21-00-0012	N	19.38		12/06/24 E
PR20241129	21 11/29/24	AF CRITICAL CR	11-00-0012	N	35.93		12/06/24 E
PR20241129	22 11/29/24	AF CRITICAL CR	15-00-0012	N	8.77	3046078	12/06/24 E

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City of Goodland KS

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		City of Goodland KS ACCOUNTS PAYABLE VENDO	DR ACTIVITY	OPER: SS	5		PAGE 2
INVOICE NO	LN DATE PO NO	REFERENCE	TRACK CD GL ACCOUNT	1099	NET	CHECK	PD DATE
	1389 AMERICAN	FID					
		AMERICAN FID			1384.53		
	1390 AMERICAN	FIDELITY					
PR20241129	1 11/29/24	AF MED REIMBURS	11-00-0012	N	354.17	3046079	12/06/24 E
PR20241129	2 11/29/24	AF MED REIMBURS	15-00-0012	N	395.00	3046079	12/06/24 E
PR20241129	3 11/29/24	AF MED REIMBURS	21-00-0012	N	119.80	3046079	12/06/24 E
PR20241129	4 11/29/24	AF MED REIMBURS	23-00-0012		57.29	3046079	12/06/24 E
		AMERICAN FIDELITY			926.26		
	2809 AMERICAN	MUNICIPAL SERVIC					
60912	1 7/31/24	COLLECTIONS/JULY 2024	15-44-2140		62.48	70057	12/16/24
	,						
		AMERICAN MUNICIPAL SERVIC			62.48		
	3982 ARMSCOR	CARTRIDGE IN					
18657	1 11/19/24 20911	9MM-115GR FMJ	25-01-4020	1	1800.00	70058	12/16/24
18657	2 11/19/24 20911	9MM-147GR JHP	25-01-4020		186.00	70058	12/16/24
		ARMSCOR CARTRIDGE IN		1	1986.00		
	3774 B&H PHOT)-VIDEO					
229479224		BUILDING TO BUILDING BRIDGE	36-01-4010	3	3743.60	70059	12/16/24
		B&H PHOTO-VIDEO		3	3743.60		
	374 BLACK HI	LLS ENERGY					
GEN24-588	1 12/05/24	GAS CHARGES/MUSEUM	11-17-2100		475.65	70060	12/16/24
GEN24-589	1 12/05/24	GAS CHARGES/POWER PLANT	15-40-2100		410.45	70060	12/16/24
GEN24-590	1 12/10/24	GAS CHARGES/WATER PLANT	21-40-2100		390.68	70060	12/16/24
GEN24-591	1 12/05/24	GAS CHARGES/SOUTH SHOP	21-42-2100		344.12		12/16/24
GEN24-592	1 12/04/24	GAS CHARGES/PARKS	11-15-2100		117.16		12/16/24
GEN24-592	2 12/04/24	GAS CHARGES/AIRPORT	11-13-2100		31.08		12/16/24
GEN24-592	3 12/04/24	GAS CHARGES/AIRPORT	11-13-2100		140.29		12/16/24
GEN24-593	1 12/05/24	GAS CHARGES/NORTH SHOP	11-11-2100		246.46		12/16/24
GEN24-594	1 12/10/24	GAS CHARGES/CITY BLDG	15-44-2100		89.03		12/16/24
GEN24-594	2 12/10/24	GAS CHARGES/CITY BLDG	21-40-2100		89.03		12/16/24
GEN24-595	1 12/10/24	GAS CHARGES/ARTS CENTER	11-02-2100		166.04		12/16/24
GEN24-596	1 12/03/24	GAS CHARGES/FAA	11-13-2100		137.28		12/16/24
GEN24-597	1 12/05/24	GAS CHARGES/WELCOME CENTER	11-21-2100		109.80	70060	12/16/24
		BLACK HILLS ENERGY		2	2747.07		
	71 BLUE CRO	SS - BLUE SHIELD					
PR20241129	1 11/29/24	BCBS S300/SHIP	11-00-0012	Ν	20.11	3046073	12/06/24 E
PR20241129	2 11/29/24	BCBS S300/SHIP	15-00-0012	Ν	23.25	3046073	12/06/24 E
		BLUE CROSS - BLUE SHIELD			43.36		
	2902 CARGILL,	INCORPORATED					
2910300269	1 12/02/24 20406	SALT	21-40-3040	5	5836.73	70061	12/16/24

City of	Good	dland KS		
ACCOU	NTS	PAYABLE	VENDOR	ACTIVITY

OPER: SS

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INVOICE NO	LN DATE PO NO	REFERENCE	TRACK CD GL ACCOUNT	1099 NET	CHECK PD DATE
		CARGILL, INCORPORATED		5836.73	
	1331 CASHIE	R'S CHECK			
GEN24-570	1 12/05/24	INVEST/WSB	03-00-0003	10000.00	69111 12/05/24
GEN24-570	2 12/05/24	INVEST/WSB	05-00-0003	5000.00	69111 12/05/24
GEN24-570	3 12/05/24	INVEST/WSB	06-00-0003	31000.00	69111 12/05/24
GEN24-570	4 12/05/24	INVEST/WSB	07-00-0003	90000.00	69111 12/05/24
GEN24-570	5 12/05/24	INVEST/WSB	09-00-0003	35000.00	69111 12/05/24
GEN24-570	6 12/05/24	INVEST/WSB	11-00-0003	75000.00	69111 12/05/24
GEN24-570	7 12/05/24	INVEST/WSB	15-00-0003	25000.00	69111 12/05/24
GEN24-570	8 12/05/24	INVEST/WSB	19-00-0003	1300.00	69111 12/05/24
GEN24-570	9 12/05/24	INVEST/WSB	20-00-0003	60000.00	69111 12/05/24
GEN24-570	10 12/05/24	INVEST/WSB	21-00-0003	25000.00	69111 12/05/24
GEN24-570	11 12/05/24	INVEST/WSB	22-00-0003	5500.00	69111 12/05/24
GEN24-570	12 12/05/24	INVEST/WSB	25-00-0003	5000.00	69111 12/05/24
GEN24-570	13 12/05/24	INVEST/WSB	27-00-0003	20000.00	69111 12/05/24
GEN24-570	14 12/05/24	INVEST/WSB	32-00-0003	140000.00	69111 12/05/24
GEN24-570	15 12/05/24	INVEST/WSB	33-00-0003	45000.00	69111 12/05/24
GEN24-570	16 12/05/24	INVEST/WSB	36-00-0003	370700.00	69111 12/05/24
GEN24-570	17 12/05/24	INVEST/WSB	38-00-0003	1025000.00	69111 12/05/24
		CASHIER'S CHECK		1968500.00	-
	1495 CDW GO	VERNMENT, INC			
AB7XS6R	1 12/03/24	MICROSOFT OFFICE X 2	11-02-3060	645.98	70062 12/16/24
AB7XS6R	2 12/03/24	MICROSOFT OFFICE X 2	11-09-3060	645.98	70062 12/16/24
AB7XS6R	3 12/03/24	MICROSOFT OFFICE X 9	36-01-4010	2906.91	70062 12/16/24
AB7XS6R	4 12/03/24	MICROSOFT OFFICE X 2	11-02-3060	645.98	70062 12/16/24
AB7XS6R	5 12/03/24	MICROSOFT OFFICE X 1	11-04-3060	322.99	70062 12/16/24
AB7XS6R	6 12/03/24	MICROSOFT OFFICE X 1	15-40-3060	322.99	70062 12/16/24
AB7XS6R	7 12/03/24	MICROSOFT OFFICE X 1	15-42-3060	322.99	70062 12/16/24
AB7XS6R	8 12/03/24	MICROSOFT OFFICE X 1	36-01-4010	763.43	70062 12/16/24
AB7XS6R	9 12/03/24	MICROSOFT OFFICE X 4	11-17-3060	1291.96	70062 12/16/24
AB7XS6R	10 12/03/24	MICROSOFT OFFICE X 1	11-15-3060	322.99	70062 12/16/24
AB7XS6R	11 12/03/24	MICROSOFT OFFICE X 24	11-03-3060	3875.88	70062 12/16/24
AB7XS6R	12 12/03/24	MICROSOFT OFFICE X 3	11-11-3060	968.97	
AB7XS6R	13 12/03/24	MICROSOFT OFFICE X 1	21-40-3060	322.99	
		CDW GOVERNMENT, INC		13360.04	-
	519 CITY O	F GOODLAN			
PR20241129	1 11/29/24	TECHNOLOGY	15-00-0012	N 15.00	3046074 12/06/24 H
		CITY OF GOODLAN		15.00	
	674 CITY O	F GOODLAND, CASHIER			
GEN24-573	1 12/16/24	PD POSTAGE	11-03-3130	18.95	70063 12/16/24
GEN24-573	2 12/16/24	PD POSTAGE	11-03-3130	20.00	70063 12/16/24
GEN24-573	3 12/16/24	PD POSTAGE	11-03-3130	10.45	
GEN24-573	4 12/16/24	ITRON POSTAGE	15-44-3130	12.10	
GEN24-573	5 12/16/24	WATERWORTH CHECK POSTAGE	15-44-3130	1.65	
GEN24-573	6 12/16/24	Z MADER BOOTS/REIMB	11-03-3160	9.95	70063 12/16/24
		CITY OF GOODLAND, CASHIER		73.10	

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City of Goodland KS ACCOUNTS PAYABLE VENDOR ACTIVITY OPER: SS

INVOICE NO	ln date po no	REFERENCE	TRACK CD GL ACCOUNT	1099 NET	CHECK PD DATE
	515 CITY OF	GOODLAND, FUEL			
GEN24-588	1 12/02/24	DIESEL	15-42-3070	256.34	70064 12/16/24
GEN24-588	2 12/02/24	DIESEL	11-11-3070	709.42	70064 12/16/24
GEN24-588	3 12/02/24	DIESEL	21-42-3070	98.37	70064 12/16/24
GEN24-588	4 12/02/24	DIESEL	11-02-3070	25.31	70064 12/16/24
GEN24-588	5 12/02/24	GAS	15-42-3070	154.11	70064 12/16/24
GEN24-588	6 12/02/24	GAS	15-40-3070	215.26	70064 12/16/24
GEN24-588	7 12/02/24	GAS	11-15-3070	117.82	70064 12/16/24
GEN24-588	8 12/02/24	GAS	11-03-3070	1626.46	70064 12/16/24
GEN24-588	9 12/02/24	GAS	11-11-3070	319.65	70064 12/16/24
GEN24-588	10 12/02/24	GAS	23-41-3070	63.17	70064 12/16/24
GEN24-588	11 12/02/24	GAS	11-06-3070	207.42	70064 12/16/24
GEN24-588	12 12/02/24	GAS	21-42-3070	142.46	70064 12/16/24
GEN24-588	13 12/02/24	GAS	21-40-3070	176.96	70064 12/16/24
50024 500	13 12/02/24	GAD	21 40 3070		/0004 12/10/24
		CITY OF GOODLAND, FUEL		4112.75	
	4125 CMI, IN				
8069493	1 11/26/24 20917	ADAPTER-RUBBER-REGULATOR	11-03-3060	7.50	70065 12/16/24
		CMI, INC		7.50	
	987 COMPLIA	NCE ONE			
323275	1 12/10/24	ADMIN FEE	15-42-2140	45.90	70066 12/16/24
323275	2 12/10/24	ADMIN FEE	15-40-2140	30.60	70066 12/16/24
323275	3 12/10/24	ADMIN FEE	11-11-2140	53.55	70066 12/16/24
323275	4 12/10/24	PREEMPLOYMENT/JULESON	11-03-2140	79.50	70066 12/16/24
323629	1 12/10/24	EAP	15-44-2140	4.40	70066 12/16/24
323629	2 12/10/24	EAP	15-42-2140	5.50	70066 12/16/24
323629	3 12/10/24	EAP	11-15-2140	3.30	70066 12/16/24
323629	4 12/10/24	EAP	11-11-2140	4.40	70066 12/16/24
					70066 12/16/24
323629	5 12/10/24	EAP	11-03-2140	9.90	
323629	6 12/10/24	EAP	11-02-2140	4.40	70066 12/16/24
323629	7 12/10/24	EAP	11-17-2140	1.10	70066 12/16/24
323629	8 12/10/24	EAP	21-42-2140	1.10	70066 12/16/24
323629	9 12/10/24	EAP	23-41-2140	1.10	70066 12/16/24
		COMPLIANCE ONE		244.75	
	600 CONSTEL	LATION NEWENERGY G			
4186227	1 12/02/24	GAS CHARGES/OCTOBER 2024	15-40-2090	678.74	69094 12/03/24
		CONSTELLATION NEWENERGY G		678.74	
	891 DAN BRE	NNER FORD-MERCURY,			
101649	1 12/02/24	SPARK PLUG/BOOT/#4	11-03-3170	87.24	70067 12/16/24
L01661	1 12/04/24	FUSE BOX/#6	11-15-3170	30.11	70067 12/16/24
101664	1 12/05/24	STARTER MOTOR/#6	11-15-3170	193.46	70067 12/16/24
		DAN BRENNER FORD-MERCURY,		310.81	
	1346 DELL MA				
10784990190	1 11/28/24 2022-004	POWEREDGE R7615/GRANT	36-01-4010	47078.45	70068 12/16/24

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INVOICE NO	LN DATE PO NO	REFERENCE	TRACK CD GL ACCOUNT			CHECK	PD DATE	
		DELL MARKETING L.P.			 78.45			
	3854 EBERLE	CONSTRUCTION						
2643	1 12/12/24	CEMENT CRUSHING	38-01-4010	199			12/16/24	
		EBERLE CONSTRUCTION		199	95.00			
	517 EVANS,	BIERLY,HUTCHISON &						
15619		INDUSTRIAL PARK IMPROVEMENT	04-01-2140	M 52			12/16/24	
		EVANS, BIERLY, HUTCHISON &			28.52			
	4056 FAMILY	SUPPORT REGISTRY						
PR20241129	1 11/29/24		23-00-0012	N 1			12/06/24	
		FAMILY SUPPORT REGISTRY			84.61			
	4131 FEDS A							
5007	1 12/10/24 20909		38-01-4010			70071	12/16/24	
		FEDS APPAREL		2	40.00			
	2701 00051	ND ANTONOTINE LLC						
399084		ND AUTOMOTIVE LLC AIR DOOR ACTUATOR	11-11-3170		74 94	70072	12/16/24	
399104	1 11/06/24	CUTTING WHEEL TYP1 X 10	11-11-3060		29.90	70072		
		GOODLAND AUTOMOTIVE LLC		1	04.84			
	206 GOODLA	ND STAR-NEWS						
7497-1124		VAN AD	11-06-2130		42.90	70073	12/16/24	
7497-1124	2 11/30/24	RES 1649	11-09-2130		65.68		12/16/24	
7497-1124	3 11/30/24	RES 1650	11-09-2130		65.68		12/16/24	
7497-1124	4 11/30/24	ORD 1791	11-09-2130		39.36		12/16/24	
7497-1124	5 11/30/24	ORD 1776	11-09-2130		39.36		12/16/24	
7497-1124	6 11/30/24	ORD 1790	11-09-2130		39.36		12/16/24	
7497-1124	7 11/30/24	ORD 1789	11-09-2130		39.36		12/16/24	
		GOODLAND STAR-NEWS			 31.70			
	167 00014	ND VOCH FADM CIIDDI V						
17289	1 11/07/24	ND YOST FARM SUPPLY ULTRA OIL	11-15-3070		13.12	70074	12/16/24	
17292	1 11/07/24	TWINE/TARPS	11-15-3120		42.50		12/16/24	
17452	1 11/25/24	ANTIFREEZE/#83 MINI-X	11-11-3060		21.10 	/00/4	12/16/24	
		GOODLAND YOST FARM SUPPLY			76.72			
	3931 HADLEY							
GEN24-572	1 11/30/24	MUSEUM SALES/EARRINGS	11-00-0893		20.00	70075	12/16/24	
		HADLEY, NICOLE			20.00			
	2848 INNOVA	TIVE AUTOMATION						
2441	1 11/27/24	REMOTE ACCESS/2024	23-43-2140	3	30.00	70076	12/16/24	
2441	2 11/27/24	REMOTE ACCESS/2024	21-42-2140		30.00		12/16/24	

		City of Goodland KS ACCOUNTS PAYABLE VENDO	R ACTIVITY	OPER:	SS		PAGE	6
			TRACK	1000	NEE			
INVOICE NO	LN DATE PO NO	REFERENCE	CD GL ACCOUNT	1099	NET	CHECK	PD DATE	
	2848 INNOVAT	IVE AUTOMATION						
		INNOVATIVE AUTOMATION			660.00			
	3249 INTERNA	L REVENUE SERVICE						
PR20241129	1 11/29/24	FED/FICA TAX	11-00-0011	Ν	12495.48	3046082	2 12/06/2	24 E
PR20241129		FED/FICA TAX	15-00-0011	Ν	6785.13	3046082	2 12/06/2	24 E
PR20241129		FED/FICA TAX	21-00-0011	N	1324.25	3046082	2 12/06/2	24 E
PR20241129		FED/FICA TAX	23-00-0011	N	1011.17		2 12/06/2	
PR20241209		FED/FICA TAX	11-00-0011	N	1866.37		5 12/13/2	
PR20241209		FED/FICA TAX	15-00-0011	N	261.34		5 12/13/2	
PR20241209		FED/FICA TAX	21-00-0011	N	57.60		5 12/13/2	
PR20241209	4 12/09/24	FED/FICA TAX	23-00-0011		44.30	3046085	5 12/13/2	24 E
		INTERNAL REVENUE SERVICE			23845.64			
	4133 INTERNA	L REVENUE SVC						
CP160	1 12/02/24	OVERDUE TAXES	45-01-5090			70077	12/16/2	24
		INTERNAL REVENUE SVC			58.07			
GEN24-578		TIONAL INSTITUE OF VOLK MEMBERSHIP	11-02-2080		195.00	70070	12/16/2	л
GEN24-578	1 11/21/24	VOLK MEMBERSHIP	11-02-2080			/00/6) 12/10/2	.4
		INTERNATIONAL INSTITUE OF			195.00			
	262 KANSAS	BROADCAST COMPANY						
34613-7	1 11/30/24	HOLIDAY GREETINGS/CITY OFFIC	E 11-02-2130		250.00	70079) 12/16/2	24
34804-1	1 11/29/24	HOLIDAY GREETINGS/MUSEUM	11-17-2130		250.00	70079) 12/16/2	2.4
		KANSAS BROADCAST COMPANY			500.00			
	1000 - 1000 - 0							
CENC4 570	1092 KANSAS		20 01 2050		100.36	70000	10/16/0	л
GEN24-572 GEN24-572	1 12/01/24	2011-00357	39-01-2050 39-01-2050		32.77		12/16/2	
GEN24-572	2 12/01/24	2011-00571	39-01-2050		32.11	70080) 12/16/2	4
		KANSAS CORP. COMM.			133.13			
	2052 KANSAS	ONE-CALL SYSTEM, I						
4110278	1 11/30/24	20 LOCATES	15-42-2140		12.00	70081	12/16/2	24
4110278	2 11/30/24	20 LOCATES	21-40-2140		12.00	70081	12/16/2	24
		KANSAS ONE-CALL SYSTEM, I			24.00			
	1070 ταλιάλα	PAYMENT CENTER						
PR20241129	1 11/29/24	INCOME WITHOLD	11-00-0012	Ν	96.46	3046077	12/06/2	24 E
		KANSAS PAYMENT CENTER			96.46			
					50.10			
	225 KANSASL	AND TIRE-GOODLAND						
43429	1 12/03/24	ALIGNMENT/#4	11-03-3170		129.95	70082	2 12/16/2	2.4
		KANSASLAND TIRE-GOODLAND			129.95			

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3403 PEST AWAY LLC 23016 1 12/05/24 PEST CONTROL/DECEMBER 2024 11-02-2140 35.00 70088 12/16/24 23016 2 12/05/24 PEST CONTROL/DECEMBER 2024 23-41-2140 55.00 70088 12/16/24 23016 3 12/05/24 PEST CONTROL/DECEMBER 2024 11-13-2140 20.00 70088 12/16/24 23016 4 12/05/24 PEST CONTROL/DECEMBER 2024 11-17-2140 35.00 70088 12/16/24 23016 5 12/05/24 PEST CONTROL/DECEMBER 2024 11-17-2140 35.00 70088 12/16/24 23016 6 12/05/24 PEST CONTROL/DECEMBER 2024 11-11-2140 55.00 70088 12/16/24 23016 6 12/05/24 PEST CONTROL/DECEMBER 2024 11-11-2140 55.00 70088 12/16/24 23016 7 12/05/24 PEST CONTROL/DECEMBER 2024 11-03-2140 40.00 70088 12/16/24 23016 9 12/05/24 PEST CONTROL/DECEMBER 2024 11-15-2140 40.00 70088 12/16/24 23016 10 12/05/24 PEST CONTROL/DECEMBER 2024 11-15-2140 40.00 70088 12/1	51697	1 11/27/24	SAFETY GLASSES	15-42-2310		275.00	70087	12/16/24	
23016 1 12/05/24 PEST CONTROL/DECEMBER 2024 11-02-2140 35.00 70088 12/16/24 23016 2 12/05/24 PEST CONTROL/DECEMBER 2024 23-41-2140 55.00 70088 12/16/24 23016 3 12/05/24 PEST CONTROL/DECEMBER 2024 11-13-2140 20.00 70088 12/16/24 23016 4 12/05/24 PEST CONTROL/DECEMBER 2024 11-17-2140 35.00 70088 12/16/24 23016 5 12/05/24 PEST CONTROL/DECEMBER 2024 11-17-2140 40.00 70088 12/16/24 23016 6 12/05/24 PEST CONTROL/DECEMBER 2024 11-11-2140 55.00 70088 12/16/24 23016 7 12/05/24 PEST CONTROL/DECEMBER 2024 11-11-2140 55.00 70088 12/16/24 23016 7 12/05/24 PEST CONTROL/DECEMBER 2024 11-03-2140 40.00 70088 12/16/24 23016 9 12/05/24 PEST CONTROL/DECEMBER 2024 11-21-2140 15.00 70088 12/16/24 23016 10 12/05/24 PEST CONTROL/DECEMBER 2024 11-21-2140 40.00 70088 12/16/24 23016 11 12/05/24 PEST CONTROL/DECEMBER 2024 11-15-2140 40.00 70088 12/16/24 <td></td> <td></td> <td>NEWMAN, RYAN</td> <td></td> <td></td> <td>275.00</td> <td></td> <td></td>			NEWMAN, RYAN			275.00			
23016 1 12/05/24 PEST CONTROL/DECEMBER 2024 11-02-2140 35.00 70088 12/16/24 23016 2 12/05/24 PEST CONTROL/DECEMBER 2024 23-41-2140 55.00 70088 12/16/24 23016 3 12/05/24 PEST CONTROL/DECEMBER 2024 11-13-2140 20.00 70088 12/16/24 23016 4 12/05/24 PEST CONTROL/DECEMBER 2024 11-17-2140 35.00 70088 12/16/24 23016 5 12/05/24 PEST CONTROL/DECEMBER 2024 11-17-2140 40.00 70088 12/16/24 23016 6 12/05/24 PEST CONTROL/DECEMBER 2024 11-11-2140 55.00 70088 12/16/24 23016 7 12/05/24 PEST CONTROL/DECEMBER 2024 11-11-2140 55.00 70088 12/16/24 23016 7 12/05/24 PEST CONTROL/DECEMBER 2024 11-03-2140 40.00 70088 12/16/24 23016 9 12/05/24 PEST CONTROL/DECEMBER 2024 11-21-2140 15.00 70088 12/16/24 23016 10 12/05/24 PEST CONTROL/DECEMBER 2024 11-21-2140 40.00 70088 12/16/24 23016 11 12/05/24 PEST CONTROL/DECEMBER 2024 11-15-2140 40.00 70088 12/16/24 <td></td> <td>3403 PEST AW.</td> <td>AY LLC</td> <td></td> <td></td> <td></td> <td></td> <td></td>		3403 PEST AW.	AY LLC						
23016 2 12/05/24 PEST CONTROL/DECEMBER 2024 23-41-2140 55.00 70088 12/16/24 23016 3 12/05/24 PEST CONTROL/DECEMBER 2024 11-13-2140 20.00 70088 12/16/24 23016 4 12/05/24 PEST CONTROL/DECEMBER 2024 11-17-2140 35.00 70088 12/16/24 23016 5 12/05/24 PEST CONTROL/DECEMBER 2024 21-40-2140 40.00 70088 12/16/24 23016 6 12/05/24 PEST CONTROL/DECEMBER 2024 11-11-2140 55.00 70088 12/16/24 23016 6 12/05/24 PEST CONTROL/DECEMBER 2024 11-11-2140 55.00 70088 12/16/24 23016 7 12/05/24 PEST CONTROL/DECEMBER 2024 11-03-2140 54.50 70088 12/16/24 23016 9 12/05/24 PEST CONTROL/DECEMBER 2024 11-03-2140 40.00 70088 12/16/24 23016 9 12/05/24 PEST CONTROL/DECEMBER 2024 11-21-2140 15.00 70088 12/16/24 23016 10 12/05/24 PEST CONTROL/DECEMBER 2024 11-15-2140 40.00 70088 12/16/24 23016 11 12/05/24 PEST CONTROL/DECEMBER 2024 11-23-2140 25.00 70088 12/16/24 <td>23016</td> <td></td> <td></td> <td>11-02-2140</td> <td></td> <td>35.00</td> <td>70088</td> <td>12/16/24</td>	23016			11-02-2140		35.00	70088	12/16/24	
23016 3 12/05/24 PEST CONTROL/DECEMBER 2024 11-13-2140 20.00 70088 12/16/24 23016 4 12/05/24 PEST CONTROL/DECEMBER 2024 11-17-2140 35.00 70088 12/16/24 23016 5 12/05/24 PEST CONTROL/DECEMBER 2024 21-40-2140 40.00 70088 12/16/24 23016 6 12/05/24 PEST CONTROL/DECEMBER 2024 11-11-2140 55.00 70088 12/16/24 23016 7 12/05/24 PEST CONTROL/DECEMBER 2024 11-01-2140 54.50 70088 12/16/24 23016 8 12/05/24 PEST CONTROL/DECEMBER 2024 11-03-2140 40.00 70088 12/16/24 23016 9 12/05/24 PEST CONTROL/DECEMBER 2024 11-21-2140 15.00 70088 12/16/24 23016 10 12/05/24 PEST CONTROL/DECEMBER 2024 11-15-2140 40.00 70088 12/16/24 23016 11 12/05/24 PEST CONTROL/DECEMBER 2024 11-23-2140 40.00 70088 12/16/24 23016 11 12/05/24 PEST CONTROL/DECEMBER 2024 11-23-2140 25.00 70088 12/16/24 23016			-						
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23016 9 12/05/24 PEST CONTROL/DECEMBER 2024 11-21-2140 15.00 70088 12/16/24 23016 10 12/05/24 PEST CONTROL/DECEMBER 2024 11-15-2140 40.00 70088 12/16/24 23016 11 12/05/24 PEST CONTROL/DECEMBER 2024 11-23-2140 25.00 70088 12/16/24 23016 12 12/05/24 PEST CONTROL/DECEMBER 2024 11-02-2140 130.00 70088 12/16/24	23016	7 12/05/24	PEST CONTROL/DECEMBER 2024	15-40-2140		54.50	70088	12/16/24	
23016 10 12/05/24 PEST CONTROL/DECEMBER 2024 11-15-2140 40.00 70088 12/16/24 23016 11 12/05/24 PEST CONTROL/DECEMBER 2024 11-23-2140 25.00 70088 12/16/24 23016 12 12/05/24 PEST CONTROL/DECEMBER 2024 11-02-2140 130.00 70088 12/16/24	23016	8 12/05/24	PEST CONTROL/DECEMBER 2024	11-03-2140		40.00	70088	12/16/24	
23016 10 12/05/24 PEST CONTROL/DECEMBER 2024 11-15-2140 40.00 70088 12/16/24 23016 11 12/05/24 PEST CONTROL/DECEMBER 2024 11-23-2140 25.00 70088 12/16/24 23016 12 12/05/24 PEST CONTROL/DECEMBER 2024 11-02-2140 130.00 70088 12/16/24			PEST CONTROL/DECEMBER 2024			15.00			
23016 11 12/05/24 PEST CONTROL/DECEMBER 2024 11-23-2140 25.00 70088 12/16/24 23016 12 12/05/24 PEST CONTROL/DECEMBER 2024 11-02-2140 130.00 70088 12/16/24						40.00			
23016 12 12/05/24 PEST CONTROL/DECEMBER 2024 11-02-2140 130.00 70088 12/16/24									
PEST AWAY LLC 544.50									
			PEST AWAY LLC			544.50			

		City of Goodland KS ACCOUNTS PAYABLE VENDOR AC	CTIVITY	OPER: SS	PAGE 9
INVOICE NO	LN DATE PO NO		ACK CD GL ACCOUNT	1099 NET	CHECK PD DATE
5625		LAND ELECTRIC POWER BILL/NOVEMBER 2024	15-40-2120	143983.0	90 70089 12/16/24
0010	,,		10 10 2120		
		PRAIRIE LAND ELECTRIC		143983.9	90
	4065 PVS DX,	INC.			
DE28000454-24	1 11/30/24	CHLORINE CYLINDERS	21-40-3040	160.0	
		PVS DX, INC.		160.0	
	2138 S & M R	EDATD IIC			
0721G		DEMO/1526 CALDWELL	11-09-2140	8000.0	0 70091 12/16/24
,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	1 11, 10, 21		11 09 2110		
		S & M REPAIR LLC		8000.0	00
	1442 S & T C	OMMUNICATIONS, INC			
10936821	1 12/01/24	ALARMS	15-44-2180	38.7	69095 12/03/24
L0936821	2 12/01/24	ALARMS	23-41-2180	12.9	69095 12/03/24
10936821	3 12/01/24	ALARMS	11-17-2180	12.9	91 69095 12/03/24
10936821	4 12/01/24	ALARMS	21-40-2180	11.4	
		S & T COMMUNICATIONS, INC		75.9	
	407 SALINA	SUPPLY COMPANY			
s100268124.003			21-42-3080	1357.4	47 70092 12/16/24
5100268124.003			21-42-3050	2029.2	
5100270850.001			21-40-2140	1295.4	
5100274850.003		2" BALL STRAIGHT METER VALVE-1		361.4	41 70092 12/16/24
5100275387.001	1 12/08/24 20971	WALNUT ST PROJECT	38-01-4080	15867.2	70092 12/16/24
5100275387.002	1 11/11/24 20971	6" GATE VALVE X 11	38-01-4080	11136.	73 70092 12/16/24
5100275387.004	1 12/08/24 20971	COVER, SWIVEL, PLUG/WALNUT ST	38-01-4080	4799.3	10 70092 12/16/24
5100275387.005	1 12/08/24 20971	1"X200' POLY X 3/WALNUT ST	38-01-4080	330.0	
\$100275387.006	1 11/25/24 20971	COPPERHEAD SOLID TRACER/WALNUT	38-01-4080	240.0	
5100275387.007	1 12/08/24 20971	MUELLER 6X1" SADDLE/WALNUT ST	38-01-4080	677.8	
51100274963.001	1 11/15/24 20570	ACTUATOR VALVES X 2	21-40-3060	10939.(00 70092 12/16/24
		SALINA SUPPLY COMPANY		49033.4	14
	924 SCHEOPN	ER'S WATER CONDITI			
L3965	1 12/01/24	COOLER RENT	11-03-3120	12.5	50 70093 12/16/24
5681	1 11/25/24	WATER	11-03-3120	12.0	70093 12/16/24
6947	1 12/02/24	WATER/MUSEUM	11-17-3120	12.0	70093 12/16/24
		SCHEOPNER'S WATER CONDITI		36.5	 50
	22.25				
GEN24-574	2265 SCHERME 1 12/01/24	RHORN,KATHY CREMATIONS/NOVEMBER 2024	11-05-2140	M 95.(0 70094 12/16/24
	V	CLEATIONS, NOVERED C 2023	11 00 2110		
		SCHERMERHORN, KATHY		95.0	00
	413 SCHLOSS	ER, INC.			
12808	1 11/20/24	CONCRETE/19TH STREET	11-11-3120	165.0	70095 12/16/24
		SCHLOSSER INC			
		SCHLOSSER, INC.		165.0	

	Dec 13, 2024 9:28 AM 024 THRU 12/16/2024	City of Goodland KS ACCOUNTS PAYABLE VENDOR 2	ACTIVITY	OPER: SS	PAGE 10
INVOICE NO	ln date po no	T	RACK CD GL ACCOUNT	1099 NET	CHECK PD DATE
	418 SELF T	NSURANCE FUND			
GEN24-576	1 12/02/24	EMPR/GENERAL	45-01-1050	17535.00	70096 12/16/24
GEN24-576	2 12/02/24	EMPR/ELEC PROD	15-40-1050	3775.35	70096 12/16/24
GEN24-576	3 12/02/24	EMPR/ELEC DIST	15-42-1050	5715.43	70096 12/16/24
GEN24-576	4 12/02/24	EMPR/ELEC COMM	15-44-1050	3083.37	70096 12/16/24
GEN24-576	5 12/02/24	EMPR/WATER PROD	21-40-1050	561.10	70096 12/16/24
GEN24-576	6 12/02/24	EMPR/WATER DIST	21-42-1050	1597.09	70096 12/16/24
GEN24-576	7 12/02/24	EMPR/SEWER TREAT	23-41-1050	1208.96	70096 12/16/24
GEN24-576	8 12/02/24	EMPR/SEWER COLL	23-43-1050	647.85	70096 12/16/24
		SELF INSURANCE FUND		34124.15	
GEN24-577	3851 SHERMA 1 12/02/24	N CO COMM DEVELOP MUSEUM SALES/VANGOGH MAGNETX4	11-00-0893	M 8.00	70097 12/16/24
GENZA J//	1 12/02/24	MOSEON SALES/ VANGOGII MAGNEIXA	11 00 0000		10001 12/10/24
		SHERMAN CO COMM DEVELOP		8.00	
	428 SHERMA	N COUNTY LANDFILL			
002-00043187	1 11/13/24	C&D	11-11-3120	.77	70098 12/16/24
002-00043213	1 11/14/24	MSW	15-42-3120	7.36	70098 12/16/24
002-00043519	1 11/21/24	MSW	11-03-3120	.96	70098 12/16/24
002-00043576	1 11/22/24	C&D	15-42-3120	2.09	70098 12/16/24
		SHERMAN COUNTY LANDFILL		11.18	
	425 SHERMA	N COUNTY TREASURER			
1368	1 11/14/24	TAXES/AIRPORT	11-13-2500	2057.28	70100 12/16/24
2235	1 11/14/24	TAXES/AIRPORT	11-13-2500	370.12	70100 12/16/24
3217	1 11/14/24	TAXES/AIRPORT HANGAR	11-13-2500	11556.58	70100 12/16/24
3218	1 11/14/24	TAXES/AIRPORT	11-13-2500	1516.85	70100 12/16/24
3730	1 11/14/24	TAXES/KANSAS AVE	11-02-2500	8.32	70100 12/16/24
3731	1 11/14/24	TAXES/KANSAS AVE	11-02-2500	499.72	70100 12/16/24
3735	1 11/14/24	TAXES/KANSAS AVE	11-02-2500	8.32	70100 12/16/24
3971	1 11/14/24	TAXES/WOLAK BUILDING	11-02-2500	180.00	70100 12/16/24
3975	1 11/14/24	TAXES/CITY BUILDING	11-02-2500	180.00	70100 12/16/24
4174	1 11/14/24	TAXES/1701 CHERRY	15-44-2500	180.00	70100 12/16/24
5570	1 11/14/24	TAXES/524 E HWY 24	11-02-2500	90.00	70100 12/16/24
5937	1 11/14/24	TAXES/ARTS CENTER	11-02-2500	180.00	70100 12/16/24
6264	1 11/14/24	TAXES/D'LAO DR	11-02-2500	49.32	70100 12/16/24
8501-24	1 11/14/24	TAXES/LOBO GAS	11-02-2500	30.30	70100 12/16/24
8645	1 11/14/24	TAXES/LOBO GAS	11-02-2500	32.18	70100 12/16/24
		SHERMAN COUNTY TREASURER		16938.99	
	4048 SURENC	Y LIFE & HEALTH			
GEN24-579	1 12/16/24	COBRA ELIGIBILITY	45-01-1050	50.00	70101 12/16/24
		SURENCY LIFE & HEALTH		50.00	
	972 UNIFIR	ST CORPORATION			
1930122149	1 11/04/24	UNIFORMS	21-40-3160	21.31	70102 12/16/24
1930122149	2 11/04/24	UNIFORMS	21-42-3160	63.93	70102 12/16/24
1930122149	3 11/04/24	UNIFORMS	23-41-3160	21.31	70102 12/16/24
1930123136	1 11/11/24	UNIFORMS	21-40-2140	21.31	70102 12/16/24
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City of Goodland KS ACCOUNTS PAYABLE VENDOR ACTIVITY

APVENDRP Fri Dec 13, 2024 9:28 AM

07.01.21 12/03/2024 THRU 12/16/2024

OPER: SS

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INVOICE NO	LN DATE PO NO	REFERENCE	CD GL ACCOUNT	1099	NET	CHECK	PD DATE
	972 UNIFI	RST CORPORATION					
1930123136	2 11/11/24	UNIFORMS	21-42-3160		63.93	70102	12/16/24
1930123136	3 11/11/24	UNIFORMS	23-41-3160		21.31	70102	12/16/24
1930123979	1 11/18/24	UNIFORMS	21-40-3160		21.31	70102	12/16/24
1930123979	2 11/18/24	UNIFORMS	21-42-3160		63.93	70102	12/16/24
1930123979	3 11/18/24	UNIFORMS	23-41-3160		21.31	70102	12/16/24
1930124997	1 11/25/24	UNIFORMS	21-40-3160		21.31	70102	12/16/24
1930124997	2 11/25/24	UNIFORMS	21-42-3160		63.93	70102	12/16/24
1930124997	3 11/25/24	UNIFORMS	23-41-3160		21.31	70102	12/16/24
		UNIFIRST CORPORATION			426.20		
	4132 VENTU	RE CORP.					
GEN24-575	1 12/10/24	FLOW METER DEPOSIT	22-01-5100		750.00	70103	12/16/24
GEN24-575	2 12/10/24	FLOW METER INTEREST	21-42-2350		2.49	70103	12/16/24
		VENTURE CORP.			752.49		
	3524 VERIZ	ON					
998006133	1 11/30/24	CELL PHONES/HOTSPOTS	11-03-2180		736.29	70104	12/16/24
998006133	2 11/30/24	HOT SPOT	11-02-2180		40.01		12/16/24
998006133	3 11/30/24	CELL PHONE/IPAD	11-06-2180		81.81		12/16/24
998006133	4 11/30/24	IPAD	11-09-3120		40.01		12/16/24
998006133	5 11/30/24	CELL PHONE/IPAD	11-11-3120		64.52		12/16/24
998006133	6 11/30/24	CELL PHONE/IPAD	15-42-3120		81.81		12/16/24
998006133	7 11/30/24	CELL PHONE	15-42-3120		24.51		12/16/24
998006133	8 11/30/24	GIS TABLET/IPAD	21-40-2180		80.02		12/16/24
		VERIZON			1148.98		
	3313 VISA						
GEN24-580	1 11/29/24	PHONE CHARGER	11-02-3120		13.08	70100	12/16/24
GEN24-580	2 11/29/24	FUEL/KMU BROWN	11-02-2190		26.70		12/16/24
GEN24-580 GEN24-580	3 11/29/24	CALENDER/BROWN	11-02-3120		55.95		12/16/24
GEN24-580	4 11/29/24	MEAL/BROWN CLASS	11-02-2190		11.98		12/16/24
GEN24-580	5 11/29/24	BINDER/BROWN	11-02-3120		7.00		12/16/24
GEN24-581	1 11/29/24	PLUGIN/CEMETERY KIOSK	11-19-3060		10.00		12/16/24
GEN24-581	2 11/29/24	TAX FORMS/W9S & 1099S	15-44-3120		201.78		12/16/24
GEN24-582	1 11/29/24	COMMERCIAL PLUMBING INSPECTOR	11-09-2170		1050.00		12/16/24
GEN24-582	2 11/29/24	2021 INTL FUEL CODE	11-09-2170		141.50		12/16/24
GEN24-582	3 11/29/24	MEAL/HILDEBRAND INSPECT CLASS	11-09-2190		23.15		12/16/24
GEN24-582	4 11/29/24	MEAL/PAYNE PLUMBING CLASS	23-41-2190		20.78		12/16/24
GEN24-582	5 11/29/24	MEAL/IAINE FLOMBING CLASS MEAL/ZACH PLUMBING CLASS	11-09-2190		18.28		12/16/24
GEN24-582	6 11/29/24	MEAL/PAYNE PLUMBING CLASS	23-41-2190		17.19		12/16/24
GEN24-582	7 11/29/24	MEAL/TAINE THOMBING CLASS MEAL/ZACHPLUMBING CLASS	11-09-2190		13.77		12/16/24
GEN24-582	8 11/29/24	MEAL/PAYNE PLUMBING CLASS	23-41-2190		17.02		12/16/24
GEN24-582 GEN24-582	9 11/29/24	BOOK/TESTING	11-09-2170		213.00		12/16/24
GEN24-582 GEN24-582	10 11/29/24	MEAL/ZACH PLUMBING	11-09-2190		213.00		12/16/24
GEN24-582	11 11/29/24	MEAL/PAYNE WATER INSPECTION	23-41-2190		41.58		12/16/24
GEN24-582 GEN24-582	12 11/29/24	MEAL/PAINE WATER INSPECTION MEAL/ZACH CLASS	11-09-2190		15.04		12/16/24
GEN24-582 GEN24-582	13 11/29/24	MEAL/ZACH CLASS MEAL/PAYNE CLASS	23-41-2190		18.57		12/16/24
GEN24-582 GEN24-582	14 11/29/24	FUEL/CLASS PAYNE ZACH	11-09-2190		37.16		12/16/24
GEN24-582 GEN24-582	15 11/29/24	MEAL/ZACH CLASS	11-09-2190		13.44		12/16/24
GEN24-582 GEN24-582		MEAL/ZACH CLASS MEAL/PAYNE	23-41-2190				12/16/24
GENZ4-30Z	16 11/29/24	MLAL/ FAINE	23-41-2190		15.06	10103	12/10/24

APVENDRPFri Dec 13, 20249:28 AM07.01.2112/03/2024THRU12/16/2024

City of Goodland KS ACCOUNTS PAYABLE VENDOR ACTIVITY OPER: SS

		TRA	CK				
INVOICE NO	LN DATE PO NO	REFERENCE C	D GL ACCOUNT	1099	NET	CHECK	PD DATE
	 3313 VISA						
GEN24-582	17 11/29/24	MEAL/ZACH	11-09-2190		11.86	70109	12/16/24
GEN24-582	18 11/29/24	MEAL/PAYNE	23-41-2190		15.10	70109	12/16/24
GEN24-582	19 11/29/24	ROOM/HILDEBRAND	11-09-2190		542.35	70109	12/16/24
GEN24-582	20 11/29/24	ROOM/PAYNE	23-41-2190		203.28	70109	12/16/24
GEN24-582	21 11/29/24	ROOM/PAYNE	21-40-2190		339.07	70109	12/16/24
GEN24-582	22 11/29/24	MEAL/HILDEBRAND	11-09-2190		18.38	70109	12/16/24
GEN24-582	23 11/29/24	MEAL/PAYNE	21-40-2190		19.95	70109	12/16/24
GEN24-582	24 11/29/24	MEAL/HILDEBRAND	11-09-2190		20.48	70109	12/16/24
GEN24-582	25 11/29/24	MEAL/PAYNE	21-40-2190		20.47	70109	12/16/24
GEN24-582	26 11/29/24	PLUMBING INSPECTOR TEST/PAYNE	11-09-2170		305.00	70109	12/16/24
GEN24-582	27 11/29/24	MEAL/TOYKO JOE PAYNE	21-40-2190		16.10	70109	12/16/24
GEN24-582	28 11/29/24	MEAL/TOYKO JOE ZACH	11-09-2190		16.10	70109	12/16/24
GEN24-583	1 11/29/24	GLOVES	15-42-2310		138.33	70109	12/16/24
GEN24-583	2 11/29/24	WORK SHIRT/PO 20952	15-40-3160		54.95	70109	12/16/24
GEN24-583	3 11/29/24	FUEL/BEDORE EXEC KMEA	15-42-2190		10.04	70109	12/16/24
GEN24-584	1 11/29/24	WORK SHIRTS/PO 20946 ARIAT	15-40-3160		154.85	70109	12/16/24
GEN24-584	2 11/29/24	JEANS/TRACTOR SUPPLY	15-40-3160		59.98	70109	12/16/24
GEN24-584	3 11/29/24	WORK SHIRTS/PO 20955 ARIAT	15-40-3160		119.78	70109	12/16/24
GEN24-584	4 11/29/24	PANTS/PO 20956 DUNGAREES	15-40-3160		239.76	70109	12/16/24
GEN24-584	5 11/29/24	WORK SHIRTS/PO 20957 SHIRTSPAC	15-40-3160		118.09	70109	12/16/24
GEN24-584	6 11/29/24	MEAL/GEORGE BECVAR FORD	15-40-2190		30.90	70109	12/16/24
GEN24-584	7 11/29/24	ROOM/GEORGE OPERATOR SCHOOL	15-40-2190		291.06	70109	12/16/24
GEN24-584	8 11/29/24	ROOM/BECVAR OPERATOR SCHOOL	15-40-2190		291.06	70109	12/16/24
GEN24-584	9 11/29/24	ROOM/FORD OPERATOR SCHOOL	15-40-2190		291.06	70109	12/16/24
GEN24-584	10 11/29/24	FUEL/OPERATOR SCHOOL	15-40-2190		30.09	70109	12/16/24
GEN24-584	11 11/29/24	MEAL/OPERATOR SCHOOL	15-40-2190		34.20	70109	12/16/24
GEN24-584	12 11/29/24	MEAL/OPERATOR SCHOOL	15-40-2190		33.58	70109	12/16/24
GEN24-585	1 11/29/24	APPLICATOR EXAM/DELGADO	11-11-2170		45.00	70109	12/16/24
GEN24-585	2 11/29/24	APPLICATOR EXAM/WOOD	11-11-2170		45.00	70109	12/16/24
GEN24-585	3 11/29/24	APPLICATOR EXAM/FISHER	11-15-2170		45.00	70109	12/16/24
GEN24-585	4 11/29/24	APPLICATOR RENEWAL/KEITH	11-11-2170		100.00	70109	12/16/24
GEN24-586	1 11/29/24	ZIP RECRUITER	11-03-2140		525.00	70109	12/16/24
GEN24-586	2 11/29/24	COMEDY/CHRISTMAS PARTY DEPOSIT	11-02-3120		375.00	70109	12/16/24
GEN24-587	1 11/29/24	FUEL/MADER K9 TRAINING	25-01-2170		44.00	70109	12/16/24
		VISA			6614.62		
	2895 VISIO	N CARE DIRECT ADM.					
PR20241129	1 11/29/24	VISION CARE DIR	11-00-0012	N	159.59	69106	12/06/24
PR20241129	2 11/29/24	VISION CARE DIR	15-00-0012	N	99.53		12/06/24
PR20241129	3 11/29/24	VISION CARE DIR	21-00-0012	N	14.82		12/06/24
		VISION CARE DIRECT ADM.			273.94		
		***** REPORT TOTAL *****		 24	 12261.82		

		Goodland KS NERAL LEDGER JOURNAL ENTRIES R 12/2024, FISCAL 12/2024 UPDATE	OPER: MPV JRNL:6331	PA	AGE 1
JRNL ID/ ACCOUNT NUMBER	OTHER NUMBER/ ACCOUNT TITLE	OTHER REFERENCE/ REFERENCE	DEBIT	CREDIT	BANK #
PAYROLL					
07-01-5030	SELF INSUR BCBS STOP LOSS PYM	F STOP LOSS 12/03		7,024.50	
07-00-0001	SELF INSUR CASH	STOP LOSS 12/03	7,024.50		1
07-01-5030	SELF INSUR BCBS STOP LOSS PYM	r stop loss 12/10	5,110.66		
07-00-0001	SELF INSUR CASH	STOP LOSS 12/10		5,110.66	1
45-01-4050	EMP BEN BLDG AND LAND/NRP	BCBS GEN	13,943.74		
45-00-0001	EMP BENEFITS CASH	BCBS GEN		13,943.74	1
15-40-1050	ELEC. PROD. INSURANCE	BCBS ELPR	3,006.47		
15-00-0001	ELECTRIC CASH	BCBS ELPR		3,006.47	1
15-42-1050	ELEC. DIST. INSURANCE	BCBS ELDI	4,426.32		
15-00-0001	ELECTRIC CASH	BCBS ELDI		4,426.32	1
15-44-1050	ELEC. COMM & GEN INSURANCE	BCBS ELCG	2,370.19		
15-00-0001	ELECTRIC CASH	BCBS ELCG		2,370.19	1
21-40-1050	WATER PROD. INSURANCE	BCBS WAPR	442.28		
21-00-0001	WATER CASH	BCBS WAPR		442.28	1
21-42-1050	WATER DIST. INSURANCE	BCBS WADI	1,318.35		
21-00-0001	WATER CASH	BCBS WADI		1,318.35	1
23-41-1050	SEWER TREATMENT INSURANCE	BCBS SETR	962.19		
23-00-0001	SEWER CASH	BCBS SETR		962.19	1
23-43-1050	SEWER COLL. INSURANCE	BCBS SECO	519.91		
23-00-0001	SEWER CASH	BCBS SECO		519.91	1
15-44-2140	ELEC. COMM & GEN PROF. SERV.	CC POS	41.40		
15-00-0001	ELECTRIC CASH	CC POS		41.40	1
15-44-2140	ELEC. COMM & GEN PROF. SERV.	CC	198.42		
15-00-0001	ELECTRIC CASH	CC		198.42	1
14-01-5080	SALES TAX REMITTANCE TO STATE	NOV SALES TAX	16,504.25		
14-00-0001	SALE TAX CASH	NOV SALES TAX		16,504.25	1
15-50-5020	ELECTRIC COMPENSATING TAX	NOV SALES TAX	1,032.08		
15-00-0001	ELECTRIC CASH	NOV SALES TAX		1,032.08	1
21-52-5080	WATER COMPENSATING TAX REMIT.	NOV SALES TAX	2.44	·	
21-00-0001	WATER CASH	NOV SALES TAX		2.44	1
11-00-0893	GENERAL OP. MISC RECEIPTS	NOV SALES TAX	135.00		
11-00-0001	GENERAL OPERATING CASH	NOV SALES TAX		135.00	1
11-00-0893	GENERAL OP. MISC RECEIPTS	NOV SALES TAX	5.94		
11-00-0001	GENERAL OPERATING CASH	NOV SALES TAX		5.94	1
15-50-5020	ELECTRIC COMPENSATING TAX	NOV COMP TAX	446.04		
15-00-0001	ELECTRIC CASH	NOV COMP TAX		446.04	1
		Journal Total :	57,490.18	57,490.18	
		Sub Total	57,490.18	57,490.18	
		** Report Total **	57,490.18	57,490.18	

GLJRNLUD	Wed	Dec	11,	2024	3:51	PM
06.22.23	POSTING	DATE	Ξ:	12	/13/20	24

City of Goodland KS GENERAL LEDGER JOURNAL ENTRIES CALENDAR 12/2024, FISCAL 12/2024 OPER: MPV JRNL:6331 PAGE 2

FUND	NAME	DEBITS	CREDITS
07	SELF INSURANCE	12,135.16	12,135.16
11	GENERAL	140.94	140.94
14	SALES TAX	16,504.25	16,504.25
15	ELECTRIC UTILITY	11,520.92	11,520.92
21	WATER UTILITY	1,763.07	1,763.07
23	SEWER UTILITY	1,482.10	1,482.10
45	EMPLOYEE BENEFIT	13,943.74	13,943.74
	TOTALS	57,490.18	57,490.18

** Transactions affected cash may need to be entered in Bank Rec! **

** Review transactions that have a number in the Bank # column. **

GLJRNLUD Wed Dec 11, 2024 3:51 PM 06.22.23 POSTING DATE: 12/13/2024

City of Goodland KS GENERAL LEDGER SUMMARY CALENDAR 12/2024, FISCAL 12/2024 OPER: MPV JRNL:6331

PAGE 3

ACCOUNT NUMBER	ACCOUNT TITLE	DEBITS	CREDITS	NET
07-00-0001	SELF INSUR CASH	7,024.50	5,110.66	1,913.84
07-01-5030	SELF INSUR BCBS STOP LOSS PYMT	5,110.66		
11-00-0001	GENERAL OPERATING CASH	.00	140.94	140.94-
11-00-0893	GENERAL OP. MISC RECEIPTS	140.94	.00	140.94
14-00-0001	SALE TAX CASH	.00	16,504.25	16,504.25-
14-01-5080	SALES TAX REMITTANCE TO STATE	16,504.25	.00	16,504.25
15-00-0001	ELECTRIC CASH	.00	11,520.92	11,520.92-
15-40-1050	ELEC. PROD. INSURANCE	3,006.47	.00	3,006.47
15-42-1050	ELEC. DIST. INSURANCE	4,426.32	.00	4,426.32
15-44-1050	ELEC. COMM & GEN INSURANCE	2,370.19	.00	2,370.19
15-44-2140	ELEC. COMM & GEN PROF. SERV.	239.82	.00	239.82
15-50-5020	ELECTRIC COMPENSATING TAX	1,478.12	.00	1,478.12
21-00-0001	WATER CASH	.00	1,763.07	1,763.07-
21-40-1050	WATER PROD. INSURANCE	442.28	.00	442.28
21-42-1050	WATER DIST. INSURANCE	1,318.35	.00	1,318.35
21-52-5080	WATER COMPENSATING TAX REMIT.	2.44	.00	2.44
23-00-0001	SEWER CASH	.00	1,482.10	1,482.10-
23-41-1050	SEWER TREATMENT INSURANCE	962.19	.00	962.19
23-43-1050	SEWER COLL. INSURANCE	519.91	.00	519.91
45-00-0001	EMP BENEFITS CASH	.00	13,943.74	13,943.74-
45-01-4050	EMP BEN BLDG AND LAND/NRP	13,943.74	.00	13,943.74
			=	
	TRANSACTION TOTALS	57,490.18	57,490.18	.00

PAYROLL REGISTER

ORDINANCE #2024-P24

12/6/2024

DEPARTMENT	GROSS PAY
GENERAL	55,470.50
ELECTRIC	31,736.01
WATER	6,336.31
SEWER	5,013.10
TOTAL	98,555.92

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PASSED AND SIGNED THIS	DAY OF	, z	2024

CITY CLERK

MAYOR

RESOLUTION NO. 1651

A RESOLUTION DESCRIBING THE ENTIRE BOUNDARY OF THE CITY OF GOODLAND, KANSAS.

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

Section 1. In accordance with the requirements of K.S.A. 12-517, the entire boundary of the City of Goodland, Kansas, is hereby declared to be as follows:

Beginning at the East (E) corner common to Section Thirteen (Sec. 13) and Section Twenty-four (Sec. 24), Township Eight South (T8S), Range Forty West (R40W) of the Sixth Principal Meridian (6th P.M.) in Sherman County, Kansas; thence, Northerly (N) along the West (W) line of said Section Eighteen (Sec. 18) a distance of one thousand three hundred twenty and sixty-two hundredths (1,320.62) feet to the North (N) line of the Southwest One-quarter (SW1/4) of the Southwest One-quarter (SW1/4) of Section Eighteen (Sec. 18); thence Easterly (E) along the North (N) line of the Southwest One-quarter (SW1/4) of Section Eighteen (Sec. 18) to the Eastern (E) right-of-way line of Cattle Trail, that being the point of beginning.

FIRST COURSE. Northerly (N) along the Eastern (E) right-of-way of Cattle Trail to a point located on the Easterly (E) right-of-way line of KDOT Highway Twenty–seven (Hwy 27), said point measured fourteen hundred and no hundredths (1,400.00) feet at right angles North (N) of the South (S) line of said Section Thirteen (Sec. 13);

SECOUND COURSE. Westerly (W) along a line parallel to and fourteen hundred and no hundredths (1,400.00) feet measured at right angles Northerly (N) of South (S) line of said Section Thirteen (Sec. 13) to the Westerly (W) right-of-way of KDOT Highway Twenty-seven (Hwy 27); THIRD COURSE. Southerly (S) along the Westerly (W) right-of-way of KDOT Highway Twenty-seven (Hwy 27) to the Northeast (NE) corner of said Parcel Three (3) in the Boundary of the City of Goodland as established in said Resolution No. 1428, also being the Westerly (W) right-of-way of KDOT Highway Twenty-seven (Hwy 27);

FOURTH COURSE. Westerly (W) on a line bearing North eighty-seven degrees, twenty-three minutes zero seconds West (N87° 23' 00" W) a distance of fifty and no hundredths (50.00) feet;

FIFTH COURSE. Westerly (W) along a line bearing North eighty-seven degrees, forty-two minutes, one second West (N87° 42' 01" W) a distance of two thousand two hundred seventy-two and sixty hundredths (2,272.60) feet, that line being the Northerly (N) right-of-way line extended of Fifteenth Street to the Westerly (W) line of the East one-half (E1/2) of Section Twenty-four (Sec. 24), Township Eight South (T8S), Range Forty West (R40W) of the Sixth Principal meridian in Sherman County, Kansas;

SIXTH COURSE. Southerly (S) along a line bearing South (S) two degrees, thirty minutes, fifteen seconds West (S02° 30' 15" W) along the West (W) line of said Easterly One-half (E1/2) of said Section Twenty-four (Sec. 24) a distance of one hundred sixty-seven and seventy hundredths (167.70) feet to the center of said Section Twenty-four (Sec. 24);

SEVENTH COURSE. Southerly (S) along a line bearing South two degrees, thirty minutes, fifteen seconds West (S02° 30' 15" W) along said West (W) line of said Easterly One-half (E1/2) of said Section Twenty-four (Sec. 24) a distance of one thousand two hundred twenty-six and forty-three hundredths (1,226.43) feet to a point being fifty and no hundredths (50.00) feet and at right angles from the center of the main track of the Rock Island Railroad;

EIGHTH COURSE. Easterly (E) along a line bearing South eighty-seven degrees, twenty-nine minutes, zero seconds East (S87° 29' 00" E) along said Northerly (N) right-of-way line of the Rock Island

Railroad for a distance of one thousand nine hundred thirty-nine and eighty-one hundredths (1,939.81) feet;

<u>NINETH COURSE.</u> Easterly (E) along the North (N) right-of-way line of Rock Island Railroad two hundred twenty-three and fourteen hundredths (223.14) feet;

TENTH COURSE. Easterly (E) along the Railroad right-of-way South eighty-seven degrees, thirty minutes, zero seconds East (S87° 30' 00" E) a distance of fifty and five hundredths (50.05) feet;

ELEVENTH COURSE. Easterly (E) along the Northern (N) right-of-way of the Kyle Railroad (Genessee and Wyoming Railroad) to the East (E) line of Section Twenty-four (Sec. 24);

TWELVETH COURSE, Southerly (S) along the East (E) line of said Section Twenty-four (Sec.24) to the South right-of-way line of the Mid States Port Authorities Railroad;

THIRTEENTH COURSE, Westerly (W) along said South (S) right-of-way line nine hundred and no hundredths (900.00) feet;

FOURTEENTH COURSE, North (N) eighty-seven degrees, twenty-eight minutes, forty-five seconds West (N 87° 28' 45" W) a distance of four hundred twenty and no hundredths (420.00) feet more or less along the Southerly (S) right-of-way line of the Mid States Port Authority Railroad;

FIFTEENTH COURSE, North (N) and parallel to the East (E) line of the Southeast One-quarter (SE 1/4) of Section Twenty-four (Sec. 24) Township Eight South (T8S), Range Forty West (R40W) of the Sixth Principal Meridian, Sherman County, Kansas, a distance of fifty and no hundredths (50.00) feet to a point along the Southerly (S) right-of-way line of the Mid States Port Authority Railroad and one thousand three hundred twenty and no hundredths (1,320.00) feet West (W) of the East (E) line of said Southeast One-quarter (SE 1/4);

SIXTEENTH COURSE, North (N) eighty-seven degrees, twenty-eight minutes, forty-five seconds West (N87° 28' 45" W) along the Southerly (S) right-of-way line of the Mid States Port Authority

Railroad a distance of seven hundred thirty-four and one hundredths (734.01) feet;

SEVENTEENTH COURSE, South (S) and parallel to the West (W) line of the Southeast Onequarter (SE 1/4) of Section Twenty-four (Sec. 24) Township Eight South (T8S), Range Forty West (R40W) of the Sixth Principal Meridian, Sherman County, Kansas, a distance of one thousand two hundred fortythree and ninety-one hundredths (1,243.91) feet to the Northerly (N) R/W of old U.S. Highway 24 and six hundred and no hundredths (600.00) feet East (E) of the West (W) line of said Southeast One-quarter (SE 1/4);

EIGHTEENTH COURSE, South (S) eighty-seven degrees, fifty-seven minutes, zero seconds East (S87° 57' 00" E) along said Northerly (N) R/W of old U.S. Highway 24 a distance of one thousand one hundred fifty-four and forty hundredths (1,154.40) feet, more or less to a point along the said Northerly (N) R/W that is nine hundred and no hundredths (900.00) feet West (W) of the East (E) line of the Southeast One-quarter (SE 1/4) of Section Twenty-four (Sec. 24) Township Eight South (T8S), Range Forty West (R40W) of the Sixth Principal Meridian, Sherman County, Kansas;

<u>NINETEENTH COURSE</u>, Southerly (S) along a line parallel to and nine hundred and no hundredths (900.00) feet West (W) of the East (E) line of said Southeast One-quarter (SE 1/4) of Section Twenty-four (Sec. 24) Township Eight South (T8S), Range Forty West (R40W) of the Sixth Principal Meridian, Sherman County, Kansas, for a distance of seventy-six and forty hundredths (76.40) feet more or less to a point on the North (N) line of the Northeast One-quarter (NE 1/4) of Section Twenty-five (Sec. 25), Township Eight South (T8S), Range Forty West (R40W) of the Sixth Principal Meridian, Sherman County, Kansas;

<u>TWENTIETH COURSE</u>, Southerly (S) along a line that is parallel to and Nine hundred and no hundredths (900.00) feet West (W) of the East (E) line of the Northeast one-quarter (NE1/4) of Section Twenty-five (Sec. 25), Township Eight South (T8S), Range forty West (R40W) a distance of seventy-three and sixty hundredths (73.60) feet to the South (S) right-of-way line of old U.S. 24 Highway;

<u>**TWENTY-FIRST COURSE**</u>, West (W) along the South (S) right-of-way line of old U.S. 24 Highway a distance of one hundred and no hundredths (100.00) feet;

TWENTY-SECOND COURSE, Southerly (S) along a line that is parallel to and one thousand and no hundredths (1,000.00) feet West (W) of the East (E) line of the Northeast one-quarter (NE1/4) of Section Twenty-five (Sec. 25), Township Eight South (T8S), Range Forty West (R40W) a distance of one thousand seven hundred eight and forty hundredths (1,708.40) feet;

TWENTY-THIRD COURSE, Westerly (W) at a right angle a distance of four hundred forty-five and no hundredths (445.00) feet;

<u>**TWENTY-FOURTH COURSE</u>**, Northerly (N) parallel to the East (E) line of the Northeast Onequarter (NE1/4) of Section Twenty-five (Sec. 25), Township Eight South (T8S), Range Forty West (R40W) of the 6th P.M., Sherman County, Kansas a distance of seven hundred forty and no hundredths (740.00) feet;</u>

<u>**TWENTY-FIFTH COURSE**</u>, Westerly (W) parallel to the South (S) line of said One-quarter a distance of eight hundred sixteen and seventy-five hundredths (816.75) feet;

TWENTY-SIXTH COURSE, Southerly (S) parallel to the East (E) line of the Northeast Onequarter (NE 1/4) of Section Twenty-five (Sec. 25), Township Eight South (T8S), Range Forty West (R40W) of the 6th P.M. Sherman County, Kansas, a distance of one thousand six hundred and no hundredths (1,600.00) feet to a point on the South (S) line of said One-quarter section;

<u>TWENTY-SEVENTH COURSE</u>, Easterly (E) along the South (S) line of the Northeast Onequarter (NE 1/4) of Section Twenty-five (Sec. 25), Township Eight South (T8S), Range Forty West (R40W) of the 6th P.M. Sherman County, Kansas a distance of eight hundred sixteen and seventy-five hundredths (816.75) feet;

<u>**TWENTY-EIGHTH COURSE</u>**, Easterly (E) along the South (S) line of said Northeast onequarter (NE1/4) a distance of five hundred forty-five and no hundredths (545.00) feet to a point on that line nine hundred and no hundredths (900.00) feet West (W) of the Southeast (SE) corner of said Northeast one-quarter (NE1/4);</u>

<u>TWENTY-NINETH COURSE</u>, Southerly (S) along a line parallel to and nine hundred and no hundredths (900.00) feet West (W) of the East (E) line of the Southeast one-quarter (SE1/4) of said Section Twenty-five (Sec. 25), a distance of nine hundred ninety-nine and eighty-seven hundredths (999.87) feet, more or less, to a point one thousand six hundred forty-five and thirteen hundredths (1,645.13) feet North (N) of the South (S) line of said Section Twenty-five (Sec. 25);

THIRTIETH COURSE, Westerly (W) to a point one thousand three hundred fifteen and no hundredths (1,315.00) feet West (W) of the East (E) section line and one thousand six hundred ninety-six and seventy-eight hundredths (1,696.78) feet North (N) of the South (S) line of said Section Twenty-five (Sec. 25);

THIRTY-FIRST COURSE, Southerly (S) along a line that is parallel to and one thousand three hundred fifteen and no hundredths (1,315.00) feet West (W) of the East (E) line of Section Twenty-five (Sec. 25), a distance of one thousand six hundred ninety-six and seventy-eight hundredths (1,696.78) feet to the South (S) line of said Section Twenty-five (Sec. 25);

<u>**THIRTY-SECOND COURSE**</u>, Easterly (E) along the South (S) line of said Southeast Onequarter (SE1/4) a distance of one thousand three hundred fifteen and no hundredths (1,315.00) feet to the Southwest (SW) corner of the Southwest One-quarter (SW1/4) of Section Thirty (Sec. 30), Township Eight South (T8S), Range Thirty-nine West (R39W);

THIRTY-THIRD COURSE, Easterly (E) along the South (S) line of said Southwest One-

quarter (SW1/4) a distance of six hundred sixty and no hundredths (660.00) feet;

THIRTY-FOURTH COURSE. Northerly (N) along a line parallel to and six hundred sixty and no hundredths (660.00) feet East (E) of the West (W) line of said Southwest One-quarter (SW1/4) a distance of eight hundred fourteen and forty-six hundredths (814.46) feet more or less to the south (S) line of a tract recorded in Book 133, Page 961 at the Sherman County Register of Deeds;

THIRTY-FIFTH COURSE. Easterly (E) along the South (S) line of said tract to a point seven hundred nineteen and eighty-two hundredths (719.82) feet more or less East (E) measured at right angles from the West (W) line of the Southwest One-quarter (SW1/4) of Section Thirty (Sec. 30) and eight hundred fourteen and forty-six hundredths (814.46) feet more or less North (N) and parallel to the West (W) line of said Southwest One-quarter (SW1/4) of Section Thirty (Sec. 30) to an internal corner of said tract;

THIRTY-SIXTH COURSE. Northerly (N) along the West (W) line of a tract recorded in Book 182, Page 849 at the Sherman County Register of Deeds North two degrees, thirty-eight minutes, twentynine seconds East (N02° 38' 29" E) one thousand three hundred thirty-six and seventy-five hundredths (1,336.75) feet to the Northwest (NW) corner of said tract being a point on the South (S) right-of-way line of Interstate 70;

<u>THIRTY-SEVENTH COURSE.</u> Southwesterly (SW) along the South (S) right-of-way line of Interstate 70 to a point six hundred sixty and no hundredths (660.00) feet measured at right angles from the West (W) line of the Southwest One-quarter (SW1/4) of Section Thirty (Sec. 30);

<u>THIRTY-EIGHTH COURSE.</u> Northerly (N) along a line parallel to and six hundred sixty and no hundredths (660.00) feet East (E) of the West (W) line of said Southwest One-quarter (SW1/4), to a point on the North (N) line of said Southwest One-quarter (SW1/4);

THIRTY-NINETH COURSE, Northerly (N) along a line parallel to and six hundred sixty

and no hundredths (660.00) feet East (E) of the West (W) line of the Northwest One-quarter (NW1/4) of said Section Thirty (Sec. 30) a distance of one thousand nine hundred eighty-two and no hundredths (1,982.00) feet, more or less, to a point six hundred sixty and no hundredths (660.00) feet South (S) of the North (N) line of said Northwest One-quarter (NW1/4);

FORTIETH COURSE. Easterly (E) along a line parallel to and six hundred sixty and no hundredths (660.00) feet South (S) of the North (N) line of said Northwest One-quarter (NW1/4) a distance of one thousand nine hundred twenty-nine and no hundredths (1,929.00) feet, more or less, to a point on the East (E) line of said Northwest One-quarter (NW1/4);

FORTY-FIRST COURSE, Easterly (E) along a line parallel to and six hundred sixty and no hundredths (660.00) feet South (S) of the North (N) line of Northeast One-quarter (NE1/4) of said Section Thirty (Sec. 30) a distance of two thousand six hundred forty and no hundredths (2,640.00) feet, more or less, to a point on the East (E) line of the Northeast One-quarter (NE1/4) of said Section Thirty (Sec. 30);

FORTY-SECOND COURSE, Easterly (E) along a line parallel to and six hundred sixty and no hundredths (660.00) feet South (S) of the North (N) line of the Northwest One-quarter (NW1/4) of section Twenty-nine (Sec. 29) Township Eight South (T8S), Range Thirty-nine West (R39W) a distance of two thousand six hundred forty and no hundredths (2,640.00) feet, more or less, to a point on the East (E) line of said Northwest One-quarter (NW1/4);

FORTY-THIRD COURSE, Easterly (E) along a line parallel to and six hundred sixty and no hundredths (660.00) feet South (S) of the North (N) line of the Northeast One-quarter (NE1/4) of said Section Twenty-nine (Sec. 29) a distance of one thousand four hundred sixty-three and no hundredths (1,463.00) feet, more or less, to a point one thousand two hundred and no hundredths (1,200.00) feet West (W) of the East (E) line of the Northeast One-quarter (NE1/4) of said Section Twenty-nine

(Sec. 29);

FORTY-FOURTH COURSE, Southerly (S) along a line parallel to and one thousand two hundred and no hundredths (1,200.00) feet West (W) of the East (E) line of the Northeast One-quarter (NE1/4) of said Section Twenty-nine (Sec. 29) a distance of one thousand nine hundred ninety-two and no hundredths (1,992.00) feet to a point on the North (N) line of the Southeast One-quarter (SE1/4) of said Section Twenty-nine (Sec. 29);

FORTY-FIFTH COURSE, Southerly (S) along a line parallel to and one thousand two hundred and no hundredths (1,200.00) feet West (W) of the East (E) line of the Southeast One-quarter (SE1/4) of said Section Twenty-nine (Sec. 29) a distance of nine hundred and no hundredths (900.00) feet;

FORTY-SIXTH COURSE, Easterly (E) along a line parallel to and nine hundred and no hundredths (900.00) feet South (S) of the North (N) line of said Southeast One-quarter (SE1/4) a distance of one thousand two hundred and no hundredths (1,200.00) feet to a point on the East (E) line of the Southeast One-quarter (SE1/4) of Section Twenty-nine (Sec. 29) Township Eight South (T8S), Range Thirty-nine West (R39W);

FOURTY-SEVENTH COURSE, Northerly (N) along the East (E) line of said Section Twenty-nine (Sec. 29) a distance of nine hundred and no hundredths (900.00) feet to the Southeast (SE) corner of the Northeast One-quarter (NE1/4) of said Section Twenty-nine (Sec. 29);

FOURTY-EIGHTH COURSE, Northerly (N) along the East (E) line of said Northeast Onequarter (NE1/4) a distance of two thousand six hundred fifty-two and no hundredths (2,652.00) feet, more or less, to the Southeast (SE) corner of Section Twenty (Sec. 20) Township Eight South (T8S), Range Thirty-nine West (R39W);

FOURTY-NINETH COURSE, Northerly (N) along the East (E) line of said Section Twenty (Sec. 20) a distance of one thousand two hundred twelve and no hundredths (1,212.00) feet, more

or less, to the Southerly (S) R/W line of the Chicago Rock Island and Pacific Railway Company;

FIFTIETH COURSE, Westerly (W) along said Southerly (S) R/W line a distance of two thousand six hundred sixty-three and no hundredths (2,663.00) feet, more or less, to a point on the West (W) line of the Southeast One-quarter (SE1/4) of Section Twenty (Sec. 20) Township Eight South (T8S), Range Thirty-nine West (R39W);

<u>FIFTY-FIRST COURSE</u>, Northerly (N) along the West (W) line of the Southeast Onequarter (SE1/4) and the Northeast One-quarter (NE1/4) of said Section Twenty (Sec. 20) to a point two thousand six hundred four and seventy-three hundredths (2,604.73) feet South (S) of the Northwest (NW) corner of the Northeast One-quarter (NE1/4) of said Section Twenty (Sec. 20);

<u>FIFTY-SECOND COURSE</u>, Easterly (E) at right angles to the West (W) line of said Northeast One-quarter (NE1/4) a distance of four hundred seventy-eight and no hundredths (478.00) feet;

<u>FIFTY-THIRD COURSE</u>, Northerly (N) a distance of one thousand twenty-five and sixty-nine hundredths (1,025.69) feet to a point four hundred seventy-nine and sixty hundredths (479.60) feet East (E) of the West (W) line of said Northeast One-quarter (NE1/4);

FIFTY-FOURTH COURSE, Easterly (E) a distance of ten and seventy-three hundredths (10.73) feet to a point four hundred ninety and thirty-three hundredths (490.33) feet East (E) of the West (W) line of said Northeast One-quarter (NE1/4) and one thousand five hundred seventy and no hundredths (1,570.00) feet South (S) of the North (N) line of the Northeast One-quarter (NE1/4) of said Section Twenty (Sec. 20);

<u>FIFTY-FIFTH COURSE</u>, Northerly (N) on a line parallel to the West (W) line of said Northeast One-quarter (NE1/4) a distance of eight hundred forty and no hundredths (840.00) feet;

<u>FIFTY-SIXTH COURSE</u>, Westerly (W) on a line perpendicular to the West (W) line of said Northeast One-quarter (NE1/4) a distance of three hundred five and thirty-six hundredths (305.36) feet to a point one hundred eighty-four and thirty hundredths (184.30) feet East (E) of the West (W) line of said Northeast One-quarter (NE1/4);

<u>FIFTY-SEVENTH COURSE</u>, Northerly (N) along a line parallel to the West (W) line of said Northeast One-quarter (NE1/4) a distance of six hundred eighty and no hundredths (680.00) feet, more or less, to a point fifty and no hundredths (50.00) feet South (S) of the North (N) line of said Northeast One-quarter (NE1/4);

<u>FIFTY-EIGHTH COURSE</u>, Westerly (W) along a line parallel to and fifty and no hundredths (50.00) feet South (S) of the North (N) line of said Northeast One-quarter (NE1/4) a distance of one hundred eighty-four and thirty hundredths (184.30) feet to the West (W) line of said Northeast One-quarter (NE1/4);

<u>FIFTY-NINETH COURSE</u>, Northerly (N) along the West (W) line of said Northeast Onequarter (NE1/4) a distance of fifty and no hundredths (50.00) feet to the Northwest (NW) corner of the Northeast One-quarter (NE1/4) of Section Twenty (Sec. 20), Township Eight South (T8S), Range Thirtynine West (R39W);

<u>SIXTIETH COURSE</u>, East (E) along the South (S) line of the Southeast Quarter (SE 1/4) of Section Seventeen (Sec. 17) a distance of two hundred twenty-five and no hundredths (225.00) feet;

SIXTY-FIRST COURSE, North (N) a distance of two hundred fifty and no hundredths (250.00) feet along a line parallel to the West (W) line of the Southeast Quarter (SE 1/4) of Section Seventeen (Sec. 17);

SIXTY-SECOND COURSE, West (W) a distance of two hundred twenty-five and no hundredths (225.00) feet along a line parallel to the South (S) line of the Southeast Quarter (SE 1/4) of Section Seventeen (Sec. 17) to a point on the West (W) line of the Southeast Quarter (SE 1/4) of Section Seventeen (Sec. 17);

SIXTY-THIRD COURSE, North two degrees, thirteen minutes, fifty-four seconds East (N02° 13' 4"E) along the West (W) line of the Southeast Quarter (SE1/4) of Section Seventeen (Sec. 17) to a point five hundred ninety-two and eighty-three hundredths (592.83) feet South (S) of the Center 1/4 Corner of Section 17 (Sec. 17);

<u>SIXTY-FOURTH COURSE</u>, Easterly (E) along a bearing of North eighty-seven degrees, fortythree minutes, zero seconds East (N87° 43' 00"E) a distance of four hundred ten and no hundredths (410.00) feet;

SIXTY-FIFTH COURSE, Northerly two degrees, thirteen minutes, fifty-four seconds East (N02° 13' 54"E) a distance of five hundred and no hundredths (500.00) feet;

SIXTY-SIXTH COURSE, Westerly (W) on a bearing of North eighty-seven degrees, forty-three minutes, zero seconds East (N87° 43' 00"E) a distance of four hundred ten and no hundredths (410.00) feet to a point on the West (W) line of the Southeast Quarter (SE1/4) of Section Seventeen (Sec. 17) and ninety-two and eighty-three hundredths (92.83) feet South (S) of the Center 1/4 Corner of Section Seventeen (Sec. 17);

<u>SIXTH-SEVENTH COURSE</u>, North two degrees, thirteen minutes, fifty-four seconds East (N02° 13' 54"E) along the East (E) line of Section Seventeen (Sec. 17) ninety-two and eighty-three hundredths (92.83) feet to the Center 1/4 Corner of Section Seventeen (Sec. 17);

SIXTH-EIGHTH COURSE, Westerly (W) along the North (N) line of said Southwest Onequarter (SW1/4) a distance of two thousand six hundred fifteen and no hundredths (2,615.00) feet, more or less, to a point on the North (N) line of said Southwest One-quarter (SW1/4) at the East (E) R/W line of Caldwell Street;

<u>SIXTY NINETH COURSE</u>, Northerly (N) along the East (E) R/W line of Caldwell Street a distance of two thousand six hundred fifty-one and no hundredths (2,651.00) feet, more or less, to a point

on the South (S) line of Section Eight (Sec. 8), Township Eight South (T8S), Range Thirty-nine West (R39W);

<u>SEVENTIETH COURSE</u>, Easterly (E) along the South (S) line of said Section Eight (Sec. 8) to a point three hundred thirty-four and twenty hundredths (334.20) feet East (E) of the Southeast (SE) corner of the Southwest One-quarter (SW1/4) of said Section Eight (Sec. 8);

SEVENTY-FIRST COURSE, South (S) forty-five degrees, zero minutes, zero seconds East (S 45° 00' 00" E) a distance of two thousand six hundred eighty-eight and five hundredths (2,688.05) feet;

SEVENTY-SECOND COURSE, Northerly (N) forty-five degrees, zero minutes, zero seconds East (N 45° 00' 00" E) to a point one thousand four hundred fifty-one and sixty hundredths (1,451.60) feet South (S) and one hundred sixty and no hundredths (160.00) feet Southwest (S 45° W) of the Northeast One-quarter (NE 1/4) corner of Section Seventeen (17) Township Eight South (T8S), Range Thirty-nine West (R39W) of the Sixth Principal Meridian in Sherman County, Kansas;

<u>SEVENTY-THIRD COURSE</u>, Southeast (S 45° E) a distance of one hundred sixty and no hundredths (160.00) feet to the East (E) line of said section;

SEVENTY-FOURTH COURSE, Southeast (S 45° E) a distance of one thousand forty and no hundredths (1,040.00) feet;

SEVENTY-FIFTH COURSE, Northeast (N 45° E) a distance of two hundred and no hundredths (200.00) feet;

SEVENTY-SIXTH COURSE, Southeast (S 45° E) a distance of one thousand and no hundredths (1,000.00) feet;

<u>SEVENTY-SEVENTH COURSE</u>, Northeast (N 45° E) a distance of one hundred and no hundredths (100.00) feet;

SEVENTY-EIGHTH COURSE, Northwest (N 45° W) a distance of one thousand and no

hundredths (1,000.00) feet;

<u>SEVENTY-NINETH COURSE</u>, Northeast (N 45° E) a distance of two hundred and no hundredths (200.00) feet;

EIGHTIETH COURSE, Northwest (N 45° W) a distance of one thousand two hundred and no hundredths (1,200.00) feet;

<u>EIGHTY-FIRST COURSE</u>, Northeast (N 45° E) a distance of two hundred fifty and no hundredths (250.00) feet;

EIGHTY-SECOND COURSE, North forty-five degrees, zero minutes, zero seconds West (N45° 00' 00" W) a distance of five hundred ninety and no hundredths (590.00) feet to a point on the West (W) line of said Section Sixteen (Sec. 16);

EIGHTY-THIRD COURSE, North forty-five degrees, zero minutes, zero seconds West (N45° 00' 00" W) eight hundred twenty-three and zero hundredths (823.00) feet to a point on the South (S) line of Section Eight (Sec. 8) Township Eight South (T8S), Range Thirty-nine West (R39W) of the Sixth Principal Meridian in Sherman County, Kansas;

EIGHTY-FOURTH COURSE, North forty-five degrees zero minutes, zero seconds West (N45° 00' 00" W) one thousand seventy-seven and no hundredths (1,077.00) feet to a point on the East (E) line of the West one-half of the Southeast one-quarter (W1/2 SE1/4) of said Section Eight (Sec. 8);

<u>EIGHTY-FIFTH COURSE</u>, North (N) along the East (E) line of said West one-half of the Southeast One-quarter (W1/2 SE1/4) to the Northeast (NE) corner of said West one-half of the Southeast One-quarter (W1/2 SE1/4);

<u>EIGHTY-SIXTH COURSE</u>, West (W) along the North (N) line of said West One-half of the Southeast One-quarter (W1/2 SE1/4) to the Northwest (NW) corner of said West One-half of the Southeast One-quarter (W1/2 SE 1/4);

EITHTY-SEVENTH COURSE, North (N) along the East (E) line of the Northwest Onequarter (NW1/4) of said Section Eight (Sec. 8) to the Northeast (NE) corner of said Northwest Onequarter (NW1/4);

<u>EITHTY-EIGHTH COURSE</u>, West (W) along the North (N) line of said Northwest Onequarter (NW1/4) to the Northwest (NW) corner of said Northwest One-quarter (NW1/4);

EIGHTY-NINETH COURSE, South (S) along the West (W) line of the West One-half (W1/2) of said Section Eight (Sec. 8) to a point thirty and no hundredths (30.00) feet North (N) of the Southwest (SW) corner of said West One-half (W1/2);

NINETIETH COURSE, West (W) along a line thirty and no hundredths (30.00) feet North (N) and parallel to the South (S) line of Section Seven (Sec. 7), Township Eight South (T8S), Range Thirtynine West (R39W) to a point one thousand four hundred ninety-three and thirty-five hundredths (1,493.35) feet East (E) of the West (W) line of the Southeast One-quarter (SE1/4) of said Section Seven (Sec. 7);

<u>NINETY-FIRST COURSE</u>, North (N) and parallel to the West (W) line of said Southeast Onequarter (SE1/4) six hundred thirty and no hundredths (630.00) feet;

<u>NINETY-SECOND COURSE</u>, West (W) and parallel to the South (S) line of said Southeast One-quarter (SE1/4) a distance of one thousand four hundred ninety-three and thirty-five hundredths (1,493.35) feet to a point on the West (W) line of said Southeast One-quarter (SE1/4);

<u>NINETY-THIRD COURSE</u>, South (S) along the West (W) line of said Southeast One-quarter (SE1/4) six hundred sixty and no hundredths (660.00) feet to the Southwest (SW) corner of said Southeast One-quarter (SE1/4);

<u>NINETY-FOURTH COURSE</u>, South (S) along the West (W) line of the Northeast One-quarter (NE1/4) of Section Eighteen (Sec. 18) Township Eight South (T8S), Range Thirty-nine West (R39W)

of the Sixth Principal Meridian in Sherman County, Kansas a distance of six hundred sixty and no hundredths (660.00) feet, more or less, to a point one thousand nine hundred eighty-three and fifty hundredths (1,983.50) feet North (N) of the South (S) line of said Northeast One-quarter (NE1/4);

<u>NINETY-FIFTH COURSE</u>, West (W) and parallel to the South (S) line of said Northeast One-quarter (NE1/4) a distance of sixty and no hundredths (60.00) feet;

<u>NINETY-SIXTH COURSE</u>, South (S) on a line parallel to the West (W) line of said Northeast One-quarter (NE1/4) a distance of one thousand nine hundred eighty-three and fifty hundredths (1,983.50) feet more or less to a point on the North (N) line of the Southwest One-quarter (SW1/4) of said Section Eighteen (Sec. 18); that also being a point sixty and no hundredths (60.00) feet West (W) of the Northeast (NE) Corner of the Southwest One-quarter (SW 1/4) of Section Eighteen (Sec. 18), Township Eight South (T8S), Range Thirty-nine West (R39W) of the 6th Principal Meridian, Sherman County, Kansas;

<u>NINETH-SEVENTH COURSE</u>, North eighty-seven degrees, forty-eight minutes, twenty-one seconds West (N87° 48' 21" W) a distance of one thousand two hundred ninety and thirty hundredths (1290.30) feet along the North (N) line of the Southwest One-quarter (SW 1/4) of Section Eighteen (Sec. 18), Township Eight South (T8S), Range Thirty-nine West (R39W) of the 6th Principal Meridian, Sherman County, Kansas;

<u>NINETY-EIGHTH COURSE</u>, South two degrees, twenty-seven minutes, fifty-seven seconds West (S02° 27' 57" W) a distance of one thousand three hundred twenty and sixty-eight hundredths (1,320.68) feet;

NINETY-NINETH COURSE, North eighty-seven degrees, forty-nine minutes, forty-six seconds West (N87° 49' 46" W) a distance of one thousand one hundred forty-six and twenty-six hundredths (1146.26) feet to the Eastern (E) right-of-way line of Cattle Trail, that being the point of beginning; Except a tract of land described in Book 124 at Page 934 Microfilm of the Sherman County, Kansas records; Also included are the following parcels:

PARCEL ONE, A tract of land in the Southeast One-quarter (SE1/4) of Section Seven (Sec. 7) Township Eight South (T8S), Range Thirty-nine West (R39W) of the Sixth Principal Meridian in Sherman County, Kansas, more particularly described as follows: Beginning at a point which is seven hundred nineteen and thirty-five hundredths (719.35) feet South (S) and thirty-three and no hundredths (33.00) feet West (W) of the Northeast (NE) corner of said Southeast One-quarter (SE1/4) at a point on the West (W) right-of way of Caldwell Street; thence South (S) parallel to the East (E) line of said Southeast One-quarter (SE1/4) a distance of three hundred and no hundredths (300.00) feet; thence West (W) Parallel to the South (S) line of said Southeast One-quarter (SE1/4) a distance of one hundred sixty-five and no hundredths (165.00) feet; thence North (N) Parallel to the East (E) line of said Southeast One-quarter (SE1/4) a distance of three hundred and no hundredths (300.00) feet; thence East (E) parallel to the South (S) line of said Southeast One-quarter (SE1/4) a distance of three hundred and no hundredths (300.00) feet; thence East (E) parallel to the South (S) line of said Southeast One-quarter (SE1/4) a distance of three hundred and no hundredths (300.00) feet; thence East (E) parallel to the South (S) line of said Southeast One-quarter (SE1/4) a distance of three hundred and no hundredths (300.00) feet; thence East (E) parallel to the South (S) line of said Southeast One-quarter (SE1/4) a distance of one hundred sixty-five and no hundredths (165.00) feet; there hundred and no hundredths (300.00) feet; thence East (E) parallel to the South (S) line of said Southeast One-quarter (SE1/4) a distance of one hundred sixty-five and no hundredths (165.00) feet to the point of beginning.

PARCEL TWO. A tract of land situated in the Northwest Quarter (NW 1/4) of Section Twenty (20), Township Eight (8) South, Range Forty (40) West of the 6th Principal Meridian, Sherman County, Kansas and being more particularly described as follows: Commencing at the Northwest Corner of said Section Twenty (Sec. 20) as monumented by a #5 Rebar; thence South zero degrees, 10 minutes, 42 seconds East (S00° 10' 42" E) along the Westerly (W) line of said Northwest Quarter (NW1/4) a distance of forty and no hundredths (40.00) feet to the True Point of Beginning; thence North eightynine degrees, twenty-one minutes, forty-three seconds East (N89° 21' 43" E) along the Southerly (S) line of a tract of land described in Deed Record 34 at Page 560 of the Sherman County, Kansas records a distance of one thousand six hundred fifty and sixty-one hundredths (1,650.61) feet; thence South zero degrees, five minutes, seven seconds East (S00° 05' 07" E) a distance of one thousand two hundred twenty and ninety-one hundredths (1,220.84) feet; thence South eighty-nine degrees, twenty-one minutes, forty-three seconds West (S89° 21' 43" W) a distance of seven hundred fifty five and sixty-two hundredths (755.62) feet to the east right-of-way line of Energy Park Drive; thence South zero degrees, ten minutes, forty-two seconds East (S00° 10' 42" E) a distance of three hundred thirty-two and fifty hundredths (332.50) feet; thence North eighty-nine degrees, twenty-one minutes, forty-three seconds East (N89° 21' 43" E) a distance of four hundred and zero hundredths (430.00) feet to the east right-of-way line of Railroad Drive; thence South zero degrees, ten minutes, forty-two seconds East (S00° 10' 42" E) a distance of three hundred thirty-two and fifty hundredths (332.50) feet; thence South eighty-nine degrees, twenty-one minutes, forty-three seconds West (S89° 21' 43" W) a distance of four hundred and zero hundredths (430.00) feet to the east right-of-way line of Energy Park Drive; thence South zero degrees, ten minutes, forty-two seconds East (S00° 10' 42" E) a distance of seven hundred twenty-two and thirty-seven hundredths (722.37) feet; thence South eighty-nine degrees, sixteen minutes, fifty-five seconds West (S89° 16' 55" W) along said Southerly (S) line a distance of three hundred ninety-two and ninety-nine hundredths (392.99) feet to a point on the Easterly (E) line of a tract of land described in Book 75 at Page 399 Microfilm of the Sherman County, Kansas records; thence North zero degrees, ten minutes, forty-two seconds West (N00° 10' 42" W) along said Westerly (W) line a distance of two hundred and no hundredths (200.00) feet; thence South eighty-nine degrees, sixteen minutes, fifty-five seconds West (S89° 16' 55" W) along the Northerly (N) line of said tract a distance of three hundred and two hundredths (300.02) feet; thence North zero degrees, ten minutes, forty-two seconds West (N00° 10' 42" W) along the Easterly (E) line of said tract a distance of one thousand two hundred sixty-eight and sixty-two hundredths (1,268.62) feet; thence South eighty-nine degrees, sixteen minutes, fifty-five seconds West (S89° 16' 55" W) along the Northerly (N) line of said tract a distance of two hundred and one hundredth (200.01) feet to a point on the Westerly (W) line of said Northwest Quarter (NW1/4); thence North zero degrees, ten minutes, forty-two seconds West (N00° 10' 42" W) along said Westerly (W) line a distance of one thousand one hundred forty and eighty-five hundredths (1,140.85) feet to the point of beginning, described parcel containing sixty-nine and eighty-four hundredths (69.84) acres more or less.

Three copies of said Boundary Resolution shall be maintained at all times in the office of the City

Clerk of the City of Goodland, Kansas and shall be available for inspection by anyone upon request.

Passed by the Governing Body of the City of Goodland, Kansas, this 16th day of December, 2024.

THE CITY OF GOODLAND, KANSAS

By

Aaron Thompson, Mayor of the City of Goodland

ATTEST:

By

Mary P. Volk, City Clerk

I, Mary P. Volk, City Clerk of the City of Goodland, Kansas, do hereby certify that the foregoing Boundary Resolution, proposed by the City Commission, was duly passed and adopted in the Commission of the City of Goodland, Kansas, at a regular meeting thereof assembled this 16th day of December, 2024, by the following vote:

YES:		
NAYS:		
ABSENT:		
ADSENT.		

STATE OF KANSAS)		1010
)	ss:	
COUNTY OF SHERMAN)		

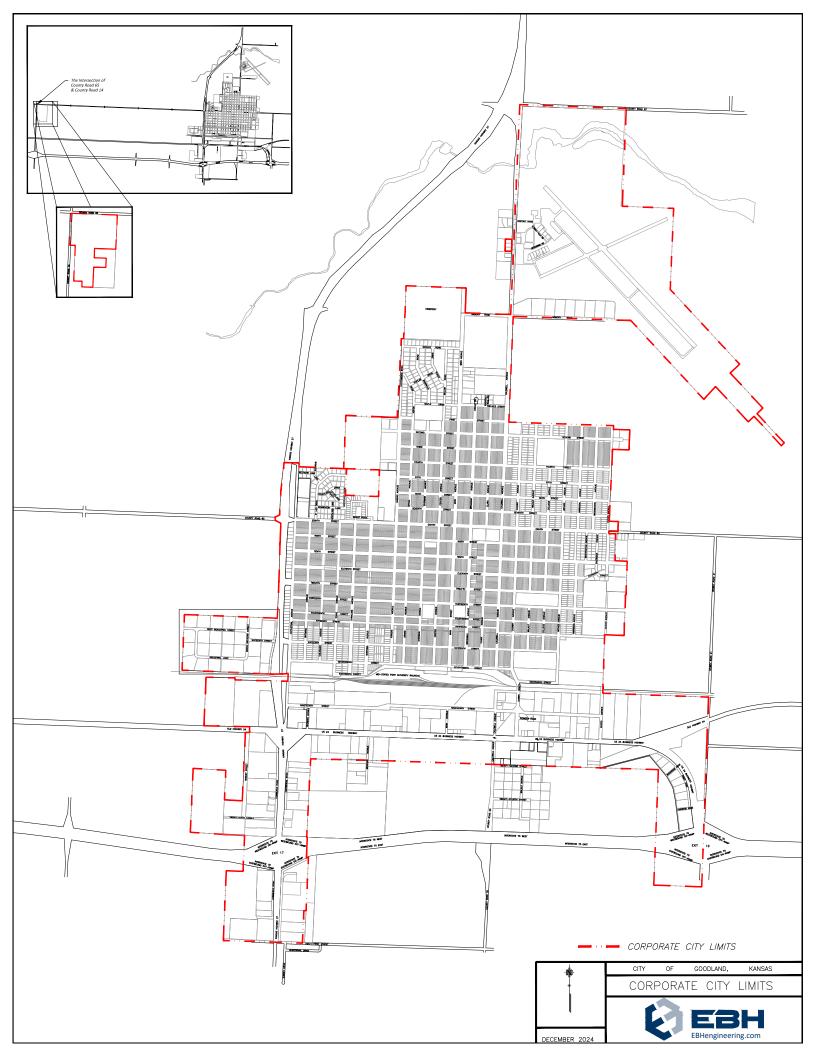
Mary P. Volk, City Clerk

This instrument was acknowledged before me this day of , 2024, by

Aaron Thompson as Mayor and Mary P. Volk as City Clerk for the City of Goodland.

SEAL

Notary Public





FROM: Kent Brown, City Manager

DATE: December 16, 2024

ITEM: Resolution 1638 – Ninnescah Flats Solar Project Agreement with KMEA

NEXT STEP: Commission Motion

ORDINANCE
X MOTION
INFORMATION

I. <u>REQUEST OR ISSUE:</u>

Resolution would authorize Mayor to execute and sign agreement with KMEA for the Ninnescah Flats Solar Project Agreement.

II. <u>RECOMMENDED ACTION / NEXT STEP:</u>

Motion to approve the resolution authorizing the Mayor to sign the agreement.

III. FISCAL IMPACTS:

The agreement sets a contract price of \$50.00 per MWh, subject to the adjustments set forth in Sections 11.14 and 11.15 of the KMEA-Ninnescah Flats PPA. Beginning on the Delivery Start Date (1/1/2027), 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.

IV. BACKGROUND INFORMATION:

Summary - - 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. 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. City desires to participate in the Ninnescah Flats Solar Project for 2 MW, pursuant to the terms and conditions set forth in the agreement.

Discussions from the last 2 City commission meetings - -

From the November 18, 2024 City Commission minutes:

D. **KMEA:** Ninnescah 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 Ninneschah 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 2nd 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.

From the December 2, 2024 minutes:

KMEA Ninnescah Flats PPA Solar Project Presentation – Tyson McGreer Manager of Member Services and Neal Daney Director of projects from KMEA are present to discuss solar project. Tyson stated, KMEA is a Municipal Organization formed by Municipalities in 1980 to assist Communities access to power supply. We have 88 members and are in every corner of the state. We offer maintenance to service power supply and power supply planning. We plan the power service for about 40 members, then some like Goodland where we service the WAPA you purchase. Other services we offer are Mid-States which we recently purchased, in house rate studies and legal attorney. Our power supply is structured into three energy management projects. EMP1 consists of the eastern cities, EMP2 is many western cities and where Goodland would fit and EMP3 are smaller cities in center of the state. With your power plant you could sell power to other municipalities in the EMP group that need power. We primarily help Goodland with your WAPA out of Colorado and schedule Mid-States. If City would use KMEA for power, you would fit in EMP2 group. There are three main components to power supply; 1. Capacity and demand, which is the ability to produce energy. Goodland meets with your power plant energy; 2. Energy or the power you purchase; and 3. Transmission of electricity. We are part of the Southwest Power Pool (SPP) market who manages the energy market within the region. In energy management, we would bid your daily services by purchasing and balancing energy from the market. We facilitate and manage SPP transactions and will optimize your power plant. If you were to go in the market with your plant, we can request your services and sell your power. Long term we are looking at long term contracts and how we layer in the contract. We are owned by the members and there for the member.

Neal stated, the map of SPP has pricing nodes that differ by location. KMEA is no different than Sunflower or Evergy Energy. We look at customer loads and bid market a day ahead based on needs. If all resources are normal in SPP and there is no congestion local marginal pricing are all same. But if there is congestion, prices are different by location making it tough to meet all loads. This is similar to what happened to Kansas in the 2022 freeze. There are lost components when moving energy across lines, which is normal. We are working with Neer on a large scale 200 MW solar project in Pratt County, west of Wichita that is expected to be online late 2026 to January 2027. KMEA signed up for 90 MW. The

expected capacity is when the sun is shining to produce or 27% of energy. City can claim 100% of WAPA allocation. Whatever the City allocates in this project would cover 14-15% of City needs during peak hours when prices are predominately most expensive hours. Our expected capacity accreditation is 40-50% because of expected capacity. In order to lower negotiating prices, they maintain renewable energy components. Prices bounce around because of the number of factors playing into market prices. The coal plants are being retired and replaced by renewable energy plants. With that we are seeing prices double until we receive more fossil fuel. We would like to know if the City is interested in small modules to get more reliable fuel online. We have discussed with Kent and Dustin how the City power supply would look like under KMEA module. We looked at fixed energy 5X16 annual peaking of 5 MW to cover City Monday through Friday from 6:00 a.m. to 6:00 p.m. That would cover 40% of your energy needs. If you participate in solar project that will cover about 15% then your WAPA allocation is 5%. That will leave about 40% you will have to rely on SPP market. This is a risk but you also have your power plant, which is good negotiating tool. Your WAPA allocation expires 2054 then in 2027 the City will have 95% of portfolio open. We want to be competitive in our proposal for the energy. City's peak is 12 MW. There are several times in the year you will have more energy than you need. With KMEA model, you can sell energy back into market and get compensated at full market price. Mayor Thompson asked, you are saying on days Goodland has extra power it gets sold at market or the price for solar power? Tyson stated, it is sold into market at market price that day. It will depend on the day and price. Typically speaking should be close to whole. Neal stated, all resources are bought the day before and you will know closer what the market is in comparison to what you are purchasing for your load needs. This should be closely correlated. Fixed energy cost is contracted at \$50 MW. Will this be beneficial to City? It is hard to tell, because prices are constantly changing; however, it will stabilize your rates for 14-15% of your load. Tyson stated, timeline for the contract requires KMEA to have contracts back by end of December. There are a couple outs. NextEra has sold 1/2 MW allocated for project and believe they have buyer for remaining. If they do not have buyer by March, it is for not. Also if tariffs are put in place we have a way out. Mayor Thompson stated, if we agree to participation in project, it is not binding until those factors are in place. Commissioner Showalter stated, with changing energy needs we have to look at ways to diversify portfolio and this is a step we need to take. Mayor Thompson stated, I agree and this is a way to shore up some numbers in portfolio. We need to rely on Dustin as to load feels we need. We have discussed 2 and 3 MW. Tyson stated, we will run any model the City wants. 3 MW is 14% of your load but we are good with 2 MW. Mayor Thompson stated, we will let you know. Dustin stated, I am favor of project and running numbers to determine percent we want to take, but feel a step in right direction. We are hand tied with our current contract. Commissioner Showalter stated, we need to get moving now to get on board. Kent stated, our plan was presentation at this meeting and present agreement next meeting. The agreement is in your packet tonight to review.



RESOLUTION NO. 1652

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE FOR AND ON BEHALF OF THE CITY OF GOODLAND, KANSAS THE NINNESCAH FLATS SOLAR PROJECT AGREEMENT WITH THE KANSAS MUNICIPAL ENERGY AGENCY (KMEA).

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; and

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

WHEREAS, the CITY OF GOODLAND desires to participate in the Ninnescah Flats Solar Project for 2 MW, pursuant to the terms and conditions set forth in the agreement; and

WHEREAS, the CITY OF GOODLAND 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 the City's present and future requirements for a period not in excess of forty (40) years; and

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

SECTION 1. That the Mayor is authorized and directed to execute for and on behalf of the CITY OF GOODLAND, Kansas, an agreement with KMEA for the CITY's participation in the Ninnescah Flats Solar Project Agreement.

ADOPTED AND PASSED by the Governing Body of the CITY OF GOODLAND, Kansas, this 16th day of December, 2024.

Aaron Thompson, Mayor

ATTEST:

Mary Volk, City Clerk

Ninnescah Flats Solar Project Agreement

between

Kansas Municipal Energy Agency

and

City of Goodland, Kansas

This Ninnescah Flats Solar Project Agreement ("Agreement") is made this 16th day of December_, 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 <u>Goodland</u>, 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 <u>Act</u> shall mean K.S.A. 12-885, *et seq.*, as amended, and all laws amendatory or supplemental thereto.

1.2 <u>Agreement</u> shall mean this Ninnescah Flats Solar Project Agreement between City and KMEA.

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

1.4 <u>City</u> shall mean City of <u>Goodland</u>, Kansas and its permitted successors and assigns.

1.5 <u>City Entitlement shall mean 2 megawatts</u>, 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 <u>City Percentage</u> 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 <u>Contract Price</u> 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 <u>Delivery Start Date</u> 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 <u>Effective Date</u> shall mean the date as of which this Agreement has been executed by both Parties, as reflected on the signature page(s).

1.10 "<u>Environmental Attributes</u>" 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 <u>Event of Default shall have the meaning assigned to it in Section 11.1.</u>

1.12 <u>Facility</u> 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 <u>FERC</u> shall mean the Federal Energy Regulatory Commission, or its successor in function.

1.14 <u>Good Utility Practice</u> 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 <u>Governmental Authority</u> 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 <u>KMEA</u> shall mean the Kansas Municipal Energy Agency, and its permitted successors and assigns.

1.17 <u>KMEA Board of Directors</u> 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 <u>KMEA-Ninnescah Flats PPA</u> shall mean the Power Purchase Agreement between KMEA and Ninnescah Flats Solar, as may be amended from time to time.

1.19 <u>Late Interest Rate</u> 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 <u>Members</u> 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 <u>Ninnescah Flats Solar</u> shall mean Ninnescah Flats Solar, LLC.

1.22 <u>Ninnescah Flats Solar Entitlement shall mean the attributes of the Facility to which</u> 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 <u>Ninnescah Flats Solar Project shall mean the KMEA project created pursuant to this</u> 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 <u>Ninnescah Flats Solar Project Agreement</u> shall mean this Agreement or any substantially identical agreement entered into by KMEA with another Participant.

1.25 <u>NERC</u> shall mean the North American Electric Reliability Corporation.

1.26 <u>Participant(s)</u> 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 <u>Payment Default</u> shall have the meaning assigned to it in Section 11.1(a).

1.28 <u>Person</u> 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 <u>SPP</u> shall mean Southwest Power Pool, Inc., or any successor thereto.

1.30 <u>State</u> shall mean the State of Kansas.

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

1.32 <u>Transfer</u> shall have the meaning assigned to it in Section 9.1.

1.33 <u>Transferee</u> 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 <u>Transferor</u> shall mean a Party making or proposing to make a Transfer to another Person pursuant to Article Eleven.

ARTICLE TWO: TERM

2.1 <u>Term</u>. 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 <u>Other Ninnescah Flats Solar Project Agreements</u>. 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 <u>Relationship to SPP Markets</u>. 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 <u>No Ownership Interest Conveyed</u>. 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 <u>City's Entitlement</u>. 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 Ninnescah 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 <u>No Environmental Attributes</u>. The Parties acknowledge that the KMEA-Ninnescah 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 Ninnescah 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 Ninnescah 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 <u>General Principle</u>. 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 Ninnescah Flats Solar Entitlement, (b) all other charges KMEA incurs under or in connection with the KMEA-Ninnescah Flats PPA, and (c) KMEA's administrative and other reasonable costs associated with its operation of the Ninnescah 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 <u>Cost Responsibility for Ninnescah Flats Solar Project Costs</u>. 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 Ninnescah Flats Solar Project.

(a) Each month, City's Ninnescah 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-Ninnescah Flats PPA) payment to Ninnescah 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 <u>City Obligation to Establish Rates and Pay Allocable Share of KMEA's Costs.</u>

(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 <u>Timing and Method of Invoices</u>. 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 <u>Timing and Method of Payments</u>. 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 <u>True-Ups</u>. 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 <u>Disputes</u>. 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 <u>Audits</u>. 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 <u>Restriction on Challenges</u>. 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 <u>Pass-Through of Refunds or Damages</u>. 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 <u>Future Prepay Agreements</u>. 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 <u>Provision of Information on Ninnescah Flats Solar Project</u>. KMEA will make reasonable efforts to obtain any specific Facility information requested by City regarding the Ninnescah Flats Solar Project.

7.2 <u>KMEA Budget</u>. 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 <u>Confidentiality</u>. 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 <u>Waiver of Indirect Damages</u>. 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 <u>Waiver of Sovereign Tort Immunity</u>. 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 <u>Notice of Proposed Transfer</u>. 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 <u>Transfers by City</u>. 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 <u>Conditions Required for Permitted Transfers</u>. 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 <u>Dispute Notice</u>. 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 <u>Negotiations</u>. 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 <u>Involvement of Senior Executives</u>. 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 <u>Arbitration</u>. 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 <u>Agency Jurisdiction</u>. 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 <u>Events of Default</u>. 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 nonperformance; *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 <u>Remedies</u>. 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 <u>Suspension of City Entitlement</u>. 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 <u>Termination of Participation</u>. 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 <u>No Termination by City</u>. In response to any Event of Default by KMEA, City shall not have the right to terminate this Agreement.

11.6 <u>No Liability of KMEA Relating to Provision of Information</u>. 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 <u>KMEA's Representations</u>. 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 <u>City's Representations</u>. 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 <u>Applicable Law</u>. 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 <u>Jury Trial</u>. 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 <u>Notices</u>. 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:

Ninnescah Flats Solar Project Agreement

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 Goodland, Kansas 204 W. 11th Av. P.O. Box 59 Goodland, KS 67735_____ Email: kent.brown@goodlandks.gov

Attention: City Manager

14.4 <u>Counterparts</u>. 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 <u>Severability</u>. 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 <u>Parties Bound</u>. This Agreement shall be binding upon the Parties and their respective successors and permitted assigns.

14.7 <u>Third-Party Beneficiaries</u>. 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 <u>Entire Agreement</u>. 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 <u>Headings and Table of Contents</u>. 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 <u>Schedules and Exhibits</u>. 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 <u>Survival</u>. 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 <u>Further Assurances</u>. 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:	-

[Aaron Thompson]

CITY OF [GOODLAND]

Title:

By: <u>Name:</u>

[SEAL]

Attest: _______Name: [Mary Volk]

Title: City Clerk

[Mayor]

Dated:

SCHEDULE 4.1

	CITY ENTITLEMENT	
CITY	(Megawatts)	CITY PERCENTAGE
City A		%
City B	—	%
City C		%
City D	—	%
City E		%
City F	—	%
City G	—	%
City H	_	%
City Z		%
TOTALS	_	100.000%

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

SCHEDULE 7.3

CONFIDENTIALITY

<u>Obligation of Confidentiality</u>. 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.

<u>Permitted Disclosure.</u> 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.

<u>Liability for Breach</u>. 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.

<u>Remedies.</u> 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.

<u>Prior Agreements.</u> To the extent that (i) the Parties are party to any confidentiality or nondisclosure 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 nondisclosure, as between the Parties, such other agreement will no longer apply to this Agreement, and the obligations of the Parties regarding confidentiality will instead by replaced by the obligations under this Section.

"<u>Confidential Information</u>" 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 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.

"<u>Governmental Authority</u>" 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.



FROM: Kent Brown, City Manager

DATE: December 16, 2024

ITEM: Creation of a Land Bank policy and Board of Trustees

NEXT STEP:

ORDINANCE ____MOTION INFORMATION

I. REQUEST OR ISSUE:

Ordinance creating a Land Bank policy, Board of Trustees, powers, budget, etc.

II. BACKGROUND INFORMATION:

From the February 5, 2024 City Commission meeting minutes -

Land Bank policy recommendation: Housing Collaborative Committee – Kent stated, the City of Pittsburg utilizes a good program that works. The Land Bank is tool to take dilapidated properties and move them so someone else can use property. In response to the Commission's request, the Housing Committee submitted a letter requesting the City move ahead with development and implementation of a comprehensive Land Bank Policy. Staff needs direction on adopting and enforcing program. Many communities use the program in small ways. Commissioner Showalter stated, I would like to have an ordinance for the commission to review. Consensus of the commission is in agreement with Commissioner Showalter. Vice-Mayor Howard stated, with structures being torn down it is a good way to utilize lots.

As of April 2024 according to the National Land Bank map (by Center for Community Progress – a national nonprofit dedicated to tackling vacant properties) there were 40 cities in Kansas that had land banks. Kansas passed enabling land bank provisions in state statute in 2018. So, in just 6 short years, there have been a few dozen cities that have created this tool to address vacant, abandoned, dilapidated or distressed properties.

Documents attached

- 1) Proposed ordinance
- 2) Attorney General Opinion No. 2020-10
- 3) List of cities in Kansas that have passed land bank legislation
- 4) Example from Pittsburg, Kansas land bank Page of Frequently Asked Questions and screenshot of a page from website describing purpose of land bank, links to property purchase application, property purchase process guide, property donation from and the property donation process guide.

Staff presented information at Housing Committee meeting on November 12, 2024. At that meeting, discussion ended with a request to present information to County

Commission and the USD 352 Board at their upcoming meetings before adoption by the City Commission to get any feedback and to notify them of the proposal.

From the November 18, 2024 City Commission minutes:

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 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.

City Manager Brown presented to the Sherman County Commissioners as well as the USD352 Board at the end of November. Both boards were generally receptive although both had several questions on how the board would operate.

From the prior version presented to the Commission, Section 1-993(a)c was changed to City Manager. It was previously Community Development Director.

If the City Commission would want to designate certain seats on the Board – such as one from the county, one from the school board, one from the housing authority, one as a realtor, one as a banker or other financial institution, etc. – the Commission will need to recommend it as part of the City Code through this Ordinance or informally by the City Commission (not formally written into the Code). Also – if the Commission would want to designate it to have some positions filled by the SCCD board, would need the recommendation to come forward.

SUMMARY AND ALTERNATIVES:

Commission may take one of the following actions:

- 1. Approve the proposed Ordinance and give staff direction on implementing ordinance.
- 2. Give staff direction to change proposed ordinance.
- 3. Disapprove the proposed ordinance and give staff direction.

ORDINANCE NO. 1792

AN ORDINANCE adding Division 9 to Article IX in Chapter 1 of the Goodland City Code for the purpose of creating the Goodland Land Bank, and determining the membership, duties and functions of the Board of Trustees of the Goodland Land Bank.

WHEREAS, the City of Goodland recognizes that dilapidated, vacant, and unused properties can create a disincentive for new construction and infill;

WHEREAS, the Sherman County Housing Assessment completed in 2021 identified a land bank could be an agency to hold vacant lots that have infrastructure to create a pool of assets shovel ready for infill while also stabilizing the value of adjacent properties;

WHEREAS, within that specific area of focus a strategy is to develop a focused property management strategy for the city;

WHEREAS, land banking provides the City a viable tool to address abandoned and tax delinquent properties; and

WHEREAS, the City desires to establish a Land Bank as a proactive measure to return such properties to productive use.

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

<u>Section 1</u>. Division 9 – Goodland Land Bank is added to Article IX in Chapter 1 of the Goodland City Code is hereby created as follows:

ARTICLE IX. BOARDS, COMMITTEES AND COMMISSIONS

DIVISION 9. - GOODLAND LAND BANK

Sec. 1-991. Creation; purpose. The Goodland Land Bank is hereby established pursuant to K.S. A. 12-5901, et. seq. The Goodland Land Bank is an independent agency and instrumentality of the City with the primary responsibility and authority to efficiently acquire, hold, manage, transform, and convey surplus City properties and other abandoned, tax foreclosed, or otherwise underutilized or distressed properties in order to convey these properties into productive use.

See. 1-992. Definitions. For the purpose of this Article, the words set out in this section shall have the following meanings.

- (1) "City" means the City of Goodland, Kansas;
- (2) "Board" means the Board of Trustees of the Goodland Land Bank;
- (3) "Bank" means the Goodland Land Bank established pursuant to this Ordinance; and
- (4) "Governing Body" means the governing body of the City of Goodland.

Sec. 1-993. Land Bank Board of Trustees; Appointment; Terms; Dissolution.

- a) There is hereby established a Land Bank Board of Trustees. The Board shall be composed of seven (7) members. Board members shall be appointed by the Governing Body. Vacancies on the Board shall be filled by appointment for the vacant unexpired term.
 - b) The term of office of the Board members shall be three (3) years.
 - Primary City staff support to the Board will come from the City Manager, or his or her designee. City staff will provide technical and professional support for Bank operations; additional support may be contracted as deemed necessary.
 - d) The Bank may be dissolved by ordinance of the Governing Body, without cause.In such case, all property of the Bank shall be transferred to and held by the City and may be disposed of as otherwise provided by law.

Sec. 1-994. Officers; Organization.

- a) The Board shall select, annually, from its membership, a chairperson, a vice chairperson, a secretary and a treasurer. The treasurer shall be bonded in such amounts as the Governing Body may require.
- b) The Board may appoint such officers, agents and employees as it may require for the performance of its duties, and shall determine the qualifications and duties and fix the compensation of such officers, agents and employees.
- c) The Board shall fix the time and place at which its meetings shall be held. Meetings shall be held within the City and shall be subject to the Kansas Open Meeting Act, K.S.A. 75-4317, et seq., and amendments thereto.
- A majority of the Board shall constitute a quorum for the transaction of business. No action of the Board shall be binding unless taken at a meeting at which at least a quorum is present.
- e) The members of the Board shall be subject to the provisions of the laws of the State of Kansas which relate to conflicts of interest of county officers and employees, including, but not limited to, K.S. A. 75- 4301, et seq., and amendments thereto.
- f) Subject to the provisions of the Kansas Tort Claims Act, K.S. A. 75- 6101, et seq., and amendments thereto, if any action at law or equity, or other legal proceeding, shall be brought against any member of the Board for any act or omission arising out of the performance of duties as a member of the Board, such member shall be indemnified in whole and held harmless by the Board for any judgment or decree entered against such member and, further, shall be defended at the cost and expense of the Bank in any such proceeding.

Sec. 1-995. Powers of the Board. The Land Bank Board of Trustees shall have the following powers and duties:

(1) To sue and be sued;

(2) To enter into contracts;

(3) To appoint and remove staff and provide for the compensation thereof;

(4) To acquire, by purchase, gift or devise, and convey any real property, including

easements and reversionary interest, and personal property, subject to the provisions of this Ordinance and state law;

(5) To rebate all or any portion thereof, the taxes on any property sold or conveyed by the Bank;

(6) To exercise any other power which may be delegated to the Bank by the Governing Body; and

(7) To exercise any other incidental power which is necessary to carry out the purposes of the Land Bank and state law.

Sec. 1-996. Administration. The Board shall assume possession and control of any property acquired by it under this Ordinance or state law and shall hold and administer such property. In the administration of property, the Board shall:

(1) Manage, maintain and protect or temporarily use for a public purpose such property in the manner the Board deems appropriate;

(2) Compile and maintain a written inventory of all such property. The inventory shall be available for public inspection and distribution at all times;

(3) Study, analyze and evaluate potential, present and future uses for such property which would provide for the effective reutilization of such property;

(4) Plan for and use the Board's best efforts to consummate the sale or other disposition of such property at such times and upon such terms and conditions deemed appropriate;

(5) Establish and maintain records and accounts reflecting all transactions, expenditures and revenues in relation to the Bank's activities, including separate itemizations of all transactions, expenditures and revenues concerning each individual parcel of property acquired; and

(6) No less than thirty (30) days prior to the sale of any property owned by the Bank, publish a notice in the official City newspaper announcing such sale.

Sec. 1-997. Budget; Records; Report.

- a) The Bank shall be subject to the provisions of the Cash Basis Law, K.S. A.10-1101, et. seq., and amendments thereto.
- b) The budget of the Bank shall be prepared, adopted and published as provided by law for other political subdivisions of the State of Kansas. No budget shall be adopted by the

Board until it has been submitted to, reviewed and approved by the Governing Body. If the Governing Body elects not to ratify the budget, it must reject the plan in its entirety and remand it back to the Board with specific recommendations for reconsideration

- c) The Board shall keep accurate accounts of all receipts and disbursements. The receipts and disbursements of the Board shall be audited yearly by a certified or licensed public accountant and the report of the audit shall be included in and become part of the annual report of the Board.
- d) All records and accounts shall be subject to public inspection pursuant to K.S. A.

45-216, et seq., and amendments thereto.

- e) Any moneys of the Bank which are not immediately required for the purposes of the Bank shall be invested in the manner prescribed by K.S. A. 12- 1675, and amendments thereto.
- f) The Bank shall make an annual report to the Governing Body on or before January 31 of each year, showing receipts and disbursements from all funds under its control and showing all property transactions occurring in each year.
 Such report shall include an inventory of all property held by the Bank. A copy of such inventory shall also be published in the official City newspaper on or before January 31 of each year.
- g) The Bank shall be subject to the statutory requirements for the deposit of public money as provided in K. S. A. 9- 1401, et seq., and amendments thereto.
- h) The Board, without competitive bidding, may sell any property acquired by the Board at such times, to such persons, and upon such terms and conditions, and subject to such restrictions and covenants deemed necessary or appropriate to assure the property's effective reutilization.
- The sale of any real property by the Board, under the provisions of this
 Ordinance or state law, on which there are delinquent special assessments to
 finance public improvements shall be conditioned upon the approval of the
 Governing Body.
- j) The Board, for the purpose of land disposition, may consolidate, assemble or subdivide individual parcels of property acquired by the Bank.
- k) Until sold or otherwise disposed of by the Bank, and except for special assessments levied by the City to finance public improvements, any property acquired by the Bank shall be exempt from the payment of ad valorem taxes levied by the State of Kansas and any other political or taxing subdivision of the state.
- Except for special assessments levied by the City to finance public improvements, when the Board acquires property pursuant to this Ordinance and state law, the Sherman County Treasurer shall remove from the tax rolls all

taxes, assessments, charges, penalties and interest that are due and payable on the property at the time of acquisition by the Board.

- m) Property held by the Bank shall remain liable for special assessments levied by the City for public improvements, but no payment thereof shall be required until such property is sold or otherwise conveyed by the Bank.
- n) The Governing Body may abate part or all of any special assessments which It has levied on property acquired by the Bank, and the Bank and the Governing Body may enter into agreements related thereto. Any special assessments that are abated shall be removed from the tax rolls by the County Treasurer as of the effective date of the abatement.
- Any moneys derived from the sale of property by the Bank shall be retained by the Bank for the purposes and operations thereof, provided, however, that the Board may use all or part of the proceeds from such sale to reimburse the City for delinquent special assessments due on such property.
- p) The Board may establish separate neighborhood or city advisory committees consisting of persons living or owning property within the city or neighborhood. In the case of neighborhood advisory committees, the board shall determine the boundaries of each neighborhood. In the absence of a resolution by the Board providing otherwise, each advisory committee shall consist of not less than five (5) nor more than nine (9) persons, to be appointed by the board for two (2) year, overlapping terms. The Board shall consult with each advisory committee as needed to review the operations and activities of the Bank and to receive the advices of the members of the advisory committee concerning any matter which comes before the committees.

<u>Section 2</u>. This Ordinance shall take effect upon its passage and publication in the official City of Goodland newspaper.

PASSED AND APPROVED this _____day of Month, 2024.

Mayor-Aaron Thompson

Mary Volk-City Clerk



FROM: Crystal Van Vleet, Payroll Clerk

DATE: December 16th, 2024

ITEM: CMB License Renewal

NEXT STEP: Commission Motion

ORDINANCE
X MOTION
INFORMATION

I. <u>REQUEST OR ISSUE:</u>

Attached is the list of CMB licenses for renewal January 1, 2025 for both, consumption on premises and in original and unopened containers not for consumption on premises. All licenses are required to submit an application annually which includes fire and building inspections and a background check. Those that are pending inspection approval require adjustments to pass inspections.

II. <u>RECOMMENDED ACTION / NEXT STEP:</u>

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

III. FISCAL IMPACTS:

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

IV. BACKGROUND INFORMATION:

CEREAL MALT BEVERAGE LICENSE 2025

Consum	otion	on	the	premises

<u> PIZZA HUT -</u>

MOM'S KITCHEN -

GOODLAND KOA-

THE REC ROOM

In original and unopened containers not for Consumption on the premises

CORNER MARKET -

CASEY'S GENERAL STORE -

24/7 TRAVEL STORE

WAL-MART STORES, INC.-

DOLLAR GENERAL – Pending Inspection Approval

COWBOY CORNER XPRESS, LLC-



FROM: Mary Volk, City Clerk

DATE: December 16, 2024

ITEM: Library Contract

NEXT STEP: Commission Motion

ORDINANCE
X MOTION
INFORMATION

I. <u>REQUEST OR ISSUE:</u>

Annually the Commission approves the Library Contract between the City of Goodland and Sherman County. The contract is for county funding of the city library. The agreement approves the County paying the library \$25,000 for services.

II. <u>RECOMMENDED ACTION / NEXT STEP:</u>

The County Commission is approving the contract at their meeting. We would ask for the City Commission's make a motion to approve of the contract also.

III. FISCAL IMPACTS:

No additional impact on the City budget from the contract. The City levies money in the City budget for our portion of library services.

IV. BACKGROUND INFORMATION:

N/A

LIBRARY CONTRACT

THIS AGREEMENT MADE THIS 12th, day of November 2024, by and between the Board of County Commissioners of Sherman County, Kansas, the same being the governing body of said municipality; and the City of Goodland, Kansas, by and through the City of Goodland, Kansas, by and through the City Commissioners, the same being the governing body of said municipality; and the Board of Trustees of the Goodland Library, the same being the City Library of said City,

WITNESSETH:

The City of Goodland, Kansas, and more particularly the City Library of said City, shall for the consideration hereinafter mentioned furnish library service to the municipality of Sherman County, Kansas, said Sherman County being a municipality without library service at this time, other than contractual service.

The library service to be furnished shall include all the facilities of the Goodland City Library including the reference service to the Kansas State Library in Topeka, Kansas, and any other library service subscribed to by said library.

It is mutually agreed and understood by the parties hereto that all residents of Sherman County availing them of the library service provided herein shall be subject to the rules and regulations of the Goodland City Library.

This library service shall commence on the 1st day of January 2025, and shall terminate on the 31st day of December 2025, for a term of twelve (12) months.

The consideration for this Agreement shall be the sum of Twenty-Five Thousand Dollars (\$25,000.00) payable by said Board of County Commissioners to the Goodland City Library, Goodland, Kansas.

It is mutually agreed and understood by the parties hereto that the library services described herein are being contracted for the time as described herein.

The parties agree that the Sherman County Board of County Commissioners may repudiate this contract in its entirety if, at the budget hearing which is held annually by the Sherman County Commissioners, objection is voiced at those budgetary hearing to the funding provided hereby and if in the discretion of the Sherman County Board of County Commissioners, the funding of this agreement should be withheld.

IN WITNESS WHEREOF, the Governing Bodies to this contract have affixed their signatures per their respective members the date first above written.

The contract is made pursuant to K.S.A. 12-1230.

Dated: 1126 2024

BOARD OF COUNTY COMMISSIONERS OF SHERMAN COUNTY, KANSAS

(news) STEVE EVERT ohzy y RODNEY BLAKE HARVEY SWÄGER

Y CLEA Attest AM ANCOUNT

CITY OF GOODLAND

MAYOR OF GOODLAND

ATTEST

BOARD OF TRUSTEES OF THE GOODLAND PUBLIC LIBRARY

Preo last PRESIDENT

n Hillihan



FROM: Kent Brown, City Manager Danny Krayca, Director of Parks

DATE: December 16, 2024

ITEM: GAC Contract

NEXT STEP: Commission Motion

ORDINANCE
X_MOTION
INFORMATION

I. **REQUEST OR ISSUE:**

The previous contract with GAC to provide recreation programming on city facilities and property was from 2020 to 2022 with a 2 year renewal from 2023 to 2024. Property maintenance for the Centennial Complex Softball Fields and Memorial Field is included in the agreement. The agreement approves the City paying the GAC \$53,000 for services.

II. <u>RECOMMENDED ACTION / NEXT STEP:</u>

Staff recommends approval unless there is further discussion by the Commission.

III. FISCAL IMPACTS:

No additional impact on the City budget from the contract.

IV. BACKGROUND INFORMATION:

The previous contract with GAC to provide recreation programming on city facilities and property was from 2020 to 2022 with a 2 year renewal from 2023 to 2024. Tess Smith, GAC Director, and Danny Krayca and myself reviewed the contract and updated language to reflect current programming, operations and maintenance practices.

CONTRACT FOR SERVICES RECREATION PROGRAMMING

THIS CONTRACT, made and entered into this ____ day of _____, 20___ by and between the City of Goodland, Kansas, a Kansas municipal corporation, hereinafter referred to as CITY and Goodland Activities Center of Goodland, Sherman County, Kansas, hereinafter referred to as CONTRACTOR.

WITNESSETH, that CITY and CONTRACTOR in consideration of the mutual covenants hereinafter set forth agree as follows:

SECTION ONE PURPOSE

The purpose of this agreement is for CONTRACTOR to operate recreational programs on city facilities, including, but not limited to: Adult Volleyball (Inside and Sand), Adult Softball, Youth Tennis, Youth Baseball, and Youth Softball (girls and co-ed), Youth Soccer, Youth Flag Football, Pickleball, Mini tykes Triathlon, Tennis Camp. The CONTRACTOR will be responsible for operation of these programs, including the setting of fees, program rules, registration, advertising, practice and game scheduling, organizing teams, obtaining and assigning coaches, obtaining sponsors for teams, communication with participants and parents, cancellations, hiring, scheduling and supervising officials. It is the intent of the parties that CONTRACTOR will have control of scheduling of the properties listed herein in those situations where preparation of the properties will be necessary for their use. That includes use by entities, which are not a party to this agreement. CITY will refer those entities to CONTRACTOR for scheduling. CONTRACTOR agrees to inform CITY of other recreational activities, which are not normally performed at the complex or courts prior to event commencing.

SECTION TWO TERM AND PAYMENT

The term of this agreement shall be for two (2) years, commencing on the 1st day of January, 2025 and ending on the 31st day of December 2026. CITY shall pay CONTRACTOR the sum of \$53,000 per year. Disbursement shall be made in lump sum on or before the 15th day of January of the contract year.

SECTION THREE RENEWAL

Upon the expiration of the original contract date, this agreement may be renewed at the expressed approval of the CITY for one additional two (2) year term beginning on the conclusion date above and continuing thereafter until the 31^{st} day of December, 2028. CITY shall

notify CONTRACTOR in writing of CITY's intent to renew this agreement not less than ninety (90) days before the conclusion of this agreement. Following CITY's notice of intent to renew, the parties shall have until forty-five (45) days prior to the contract's end date to negotiate the terms of the renewal. In the event the parties have not reached an agreement by the forty-five (45) day deadline, the option to renew shall expire and the contract shall terminate on the original end date.

SECTION FOUR USE OF CITY PROPERTY AND EQUIPMENT

CONTRACTOR will operate the following CITY properties: Centennial Complex Softball Fields and Memorial Field.

CITY shall have full control of the Concession stands located at the Centennial Complex Field and Memorial Field for use during activities under this agreement.

CONTRACTOR will have full use of the equipment to run the recreation program and maintain the properties listed herein. Any new equipment needed in the future and the expenses associated with it will be provided by the CONTRACTOR. Equipment used is required to be regularly maintained by the CONTRACTOR with repairs provided by the CITY.

CITY will provide a mower for the CONTRACTOR. CONTRACTOR must carry out regular maintenance prescribed by the operation manual. Repairs and specialized maintenance will be provided by the CITY. Fuel for the mower will be provided by the CITY. The CONTRACTOR shall designate its Director and/or an employee over the age of 16 as sole operator for the use of the mower. Prior to use by the CONTRACTOR, the Director and/or employee shall complete a training program. CONTRACTOR will be responsible for logging use of mower until end of this agreement.

SECTION FIVE MAINTENANCE OF PROPERTY

The CITY will be responsible for controlling and spraying weeds, utilities, and application of outfield grass fertilizer, maintenance of sprinkler system and other minor maintenance of property grounds. The CONTRACTOR will be responsible for grounds maintenance and preparing the complex and Memorial Field prior to activities, which would include and activities taking place at all the locations. Grounds maintenance includes weekly mowing and additional mowing as needed of the infields and outfields, alleyways, along sidewalks, and grounds areas around the field with mulch blades, setting and monitoring the sprinkler system, weed-trimming fence lines, buildings, sidewalks and other structures, daily trash collection and pickup, and restroom cleaning and upkeep. Preparation for activities including dragging, chalking and wetting down the infields as needed, cleaning and preparing the restrooms and grounds as needed, and raising the American flag. The CITY will be responsible for furnishing labor and materials to make the necessary repairs or replacement of items at any location.

SECTION SIX EXPENSES; ASSIGNMENT AND SUBLEASING

Except as otherwise specified herein, all expenses incident to the operation of the property during the term of this agreement shall be paid by the CONTRACTOR.

CONTRACTOR agrees not to assign this agreement to any other person, and shall not sublease all or any part of the property described herein without prior written permission of CITY.

SECTION SEVEN IMPROVEMENTS MADE BY CONTRACTOR

It is mutually understood and agreed between the parties hereto that any and all changes, additions or improvements of the buildings, fences and improvements owned by the CITY, of every kind and nature, shall be proposed in writing to the CITY for approval. The changes, additions or improvements will not be made until the CITY submits its reply in writing. These changes, additions or improvements shall inure to the premises and become the property of the CITY unless permission to erect and remove the same shall be obtained from the CITY beforehand, in writing.

SECTION EIGHT INSURANCE

The CONTRACTOR shall carry the following types and minimum coverage of insurance; (a) Worker's Compensation Insurance in compliance with the laws of the state where the property is located; (b) Comprehensive General Liability Insurance, including Employer's Liability, with respect to the CONTRACTOR'S use and occupancy of the premises and all operations incidental thereto, with limits of not less than one million (\$1,000,000) per occurrence. CITY shall be named as an additional loss payee on said policy. The CONTRACTOR agrees to provide the CITY with proof of insurance on the policies as set out herein.

SECTION NINE INDEMNITY OF PROPERTY OWNER AND OWNER

CONTRACTOR agrees to indemnify and hold CITY harmless from any and all claims, liability, loss, damage or expenses resulting from CONTRACTOR'S occupation and use of premises, specifically including without limitation any claim, liability, loss or damage arising: (a) By reason of the injury to person or property from whatever cause (other than negligence or misconduct by the CITY) while in, on or near the premises or in any way connected with the premises or with the improvements or personal property in or on the premises, including any liability for injury to the person or personal property of the CONTRACTOR, his agents or employees; (b) By reason of any work performed on the premises or materials furnished on

the premises at the instance of or request of the CONTRACTOR, his agents or employees, other than negligence or misconduct by the CITY, its agents, or employees: (c) By reason of the CONTRACTOR'S failure to perform any provision of this agreement or to comply with any requirement imposed upon it or on the premises by any duly authorized governmental agency or political subdivision; provided that the CONTRACTOR shall not be responsible to comply with any requirements necessitating structural or permanent improvements or changes to the premises; (d) Because of the CONTRACTOR'S failure or inability to pay as they become due any obligation incurred by it in the operation conducted by it on the premises. The provisions of the foregoing indemnification agreement shall remain in effect following the termination of this agreement.

SECTION TEN PARTNERSHIP NOT CREATED; POSSESSION-LIABILITY; EXTENSION OF TERM-AMENDMENTS

This agreement shall not be construed as giving rise to a partnership, and neither party shall be liable for debts or obligations of the other without written consent, the CONTRACTOR has no authority to incur any obligation on behalf of CITY.

The CITY shall not be liable in damages for its failure to deliver possession of the premises for any cause beyond its control.

The parties hereto agree that no act of either party or both parties hereunder shall be construed as an extension of this Agreement or any change in its terms unless the same is reduced to writing and signed by both parties.

SECTION ELEVEN TERMINATION AND NOTICE

CITY or CONTRACTOR may cancel this agreement by giving written notice ninety (90) days prior to the intended cancellation date, or at any time, by mutual agreement of the parties, in writing. If this agreement is terminated prior to the end of the term stated above, monies disbursed to the CONTRACTOR will be prorated to the date of termination and returned to the CITY. In the case of a termination of this agreement under this paragraph, all equipment used by CONTRACTOR in fulfillment of the purpose of this agreement shall be returned to the CITY.

Any notice sent to CONTRACTOR will be sent to:

Tess Smith Goodland Activities Center 808 Main St. Goodland, KS 67735 Any notice sent to CITY will be sent to:

City Manager City of Goodland 204 E. 11th St. Goodland, KS 67735

IN WITNESS WHEREOF, the parties have executed this agreement at Goodland, Sherman County, Kansas, the day and year first above written.

CITY OF GOODLAND, KANSAS

GOODLAND ACTIVITIES CENTER

Ву_____

Mayor

ATTEST:

Clerk

STATE OF KANSAS, COUNTY OF SHERMAN, SS:

The foregoing document was duly acknowledged, subscribed and sworn to before me this _____ day of ______, 20__, by ______, of the City of Goodland, Kansas.

My appointment expires: _____

Notary Public



FROM: Zach Hildebrand- Building Inspector, Kent Brown – City Manager

DATE: 12/16/2024

ITEM: IFB 2024-1201 Demolition Bid Award

NEXT STEP: Commission Motion

ORDINANCE
<u>X</u>MOTION
INFORMATION

I. <u>**REQUEST OR ISSUE:**</u> IFB 2024-1201 is our solicitation for Demolition and Removal of Structures 321 Broadway Avenue. A bid opening for IFB 2024-1201 will held on December 13, 2024 at 11:00am. At the time the Agenda Packet will be sent out the bids will have not been opened. All bids that have been received will be presented to the Governing Body at the time of the meeting.

Staff recommends award to the low bidder.

II. <u>RECOMMENDED ACTION / NEXT STEP:</u> I move that we award IFB 2024-1201 to

III. BACKGROUND INFORMATION:

Although there is not a standing structure at 321 Broadway, the following items were included in the scope of work on the invitation to bid.

SECTION 2.SCOPE OF WORK

- 1. Removal all left over construction materials from the abandoned construction project.
- 2. Backfill the hole that was dug for a foundation.
- 3. Leave the water meter can for future use.
- 4. Remove the building sewer up to a distance of ten (10) feet from the sewer main and cap. Contact the Public Works to locate and mark for future use. (Not sure if this has been done when the owner removed the structure.)

5. Remove all machinery, debris, dead trees (do not remove healthy trees) and shrubs on the lot.

6. The Contractor is responsible for removing and disposing of all debris in a manner approved by the State of Kansas Department of Health & Environment. The Contractor is responsible for all landfill charges for the disposal of demolition debris; all debris is to be removed from the corporate city limits. Contractor shall contact Sherman County Landfill if there are any questions in regard to the disposal of all demolition debris.



FROM: Kent Brown, City Manager

DATE: 12/16/2024

ITEM: Review of Board Applicant

NEXT STEP: Motion to Approve

____ORDINANCE ___X_MOTION ____INFORMATION

- I. <u>**REQUEST OR ISSUE:**</u> Kevin Ross has completed an application and the Airport Board recommends appointment.
- **II.** <u>**RECOMMENDED ACTION / NEXT STEP**</u>: It is recommended that the appointment be approved.
- **III. BACKGROUND INFORMATION:** Kevin Ross has an occupation of aircraft parts and has served several terms previously on the Airport Board. He is a pilot. Kevin does have a residence in Edson in Sherman County therefore meeting the city code requirements for membership on this board. See application for further.

VII. <u>SUMMARY AND ALTERNATIVES:</u>

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 Commiss	ion Form
Please print clear		essary. Return form to the address above.
I am seeking:	New Appointment	🛛 Reappointment
Please indicate the Boa	rds or Commissions in which you are	e interested:
XAirport Board	☐ Cemetery Board	Construction Board of Trades/Appeals
🛙 Library Board	Housing Authority Board	Parks & Recreation/Tree Board
Museum Board	D Planning Commission/BZA	☐ Economic Dev./Tourism Board
Full Name: Kevi	N Curtis Boss F.	mail: 120 SS 6D and 1
Street Address: <u>647</u>	O Road 32 Edson	mail: ross @eaglecom.vet Kansas
Phone: Home 785.	-899-2643 Call D. P.C	
Voom lived in Goodles F	dson / 39 years	28-7092Work
	Goodland 26 yours.	
Occupation: A ircra-	Et Paats manu factures	Compro Aviation, INC.
Business Address: 64	70 Road 32, Edson	Kansas 67733
Prior Appointed or Electe	d Offices held (if any): _Several	terms on Airport board
Please described any pres	ent or past community involvement:	Lions Club InterNational
Goodland Mas	enic Lodge.	
Why would you like to se another pil	rve? To bring stabity of to the board.	to the board and add
Referred by (if any):	ames W. Baker DDS.	
Date <u>11 /23/04</u> Signat	ure: Rovin C. Ross	



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

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

Please print clear	Board and Commiss ly or type. Use additional sheets if nec	ion Form essary. Return form to the address above.
I am seeking:	□ New Appointment	Reappointment
Please indicate the Boa	urds or Commissions in which you are	e interested:
□ Airport Board	Cemetery Board	□ Construction Board of Trades/Appeals
Library Board	Housing Authority Board	Parks & Recreation/Tree Board
□ Museum Board	Planning Commission/BZA	Economic Dev./Tourism Board
Full Name: <u>Richa</u> Street Address:	ard L. Hayden E- 324 East 15th	mail: <u>djhayden@st-tel</u> .ne
	Cell 785-82	
Years lived in Goodland	: 77 Education: Good	lland High School
Occupation:	etical Employer	lland High School
	ettrea Employer.	···· / ¬
Prior Appointed or Elect	red Offices held (if any):	
Church, L Salvation Why would you like to s	Army representation	resident), Genesis Board
Referred by (if any):	_	· · · · · · · · · · · · · · · · · · ·
Date <u>12/11/24</u> Sign	ature: Richma 2	traph



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	X Reappointment
Please indicate the Board	ls or Commissions in which you a	re interested:
□ Airport Board	Cemetery Board	□ Construction Board of Trades/Appeals
🗆 Library Board	□ Housing Authority Board	□ Parks & Recreation/Tree Board
Museum Board	D Planning Commission/BZA	□ Economic Dev./Tourism Board
	Glen Smith I astridge Ave., Good	-mail: dbsmithest-tel.net
	•	
		8-7200 Work N/A
Years lived in Goodland:	45 Education: MS	
Occupation: <u>Retire</u>	-Educator Employer	
Business Address:		
Prior Appointed or Elected	Offices held (if any):	ery Board
Please described any prese	nt or past community involvement:	First Baptist Church-Deacon;
		ical Board;
as a member of th	e Goodland Cemeter	r to serve our community Board. I have a personal interest family members are buried there.

Date 12/12/24 Signature: Donald & Smith

City of Goodland Month-end Fund Balance

Fund		Beginning	November 20)24	Ending		
No.	Fund	Balance	Deposits	Disbursements	Balance	Investments	Total
02	Sales Tax Imp Project	0.00	-		0.00		0.00
03	Museum Endowment	6,862.69	8,948.58	(9,560.75)	6,250.52	77,010.03	83,260.55
04	Street & Project Improvement	(111,186.40)	762,934.00	(465,586.26)	186,161.34	-	186,161.34
05	Cemetery Improvement	42,507.81	17,757.97	(1,700.00)	58,565.78	206,247.84	264,813.62
06	Special Highway	29,035.52	440,690.59	(377,415.74)	92,310.37	21,000.00	113,310.37
07	Self Insurance	122,721.53	176,335.02	(177,881.58)	121,174.97	370,000.00	491,174.97
09	Airport Fund	122,058.87	129,825.58	(105,000.00)	146,884.45	240,000.00	386,884.45
11	General	723,043.90	25,886.57	(292,541.85)	456,388.62	225,000.00	681,388.62
12	Bond and Interest	10,645.74	0.52	(10,000.00)	646.26	18,600.00	19,246.26
13	Library	7,114.45	-	(7,114.45)	-	-	
14	Sales Tax	425.18	23,764.48	(23,500.77)	688.89	-	688.89
15	Electric Utility	674,745.08	560,341.50	(545,662.95)	689,423.63	425,000.00	1,114,423.63
18	Municipal Court Diversion Fees	4,755.44	6,919.65	(6,500.00)	5,175.09	7,500.00	12,675.09
10	Law Enforcement Trust	38,221.14	7,062.60	(7,000.00)	38,283.74	28,300.00	66,583.74
20	Electric Meter Deposit	28,391.08	39,450.00	(41,700.00)	26,141.08	133,000.00	159,141.08
20	Water Utility	(28,523.84)	310,922.99	(191,987.71)	90,411.44	250,000.00	340,411.44
22	Water Service Deposit	52,679.99	34,853.64	(37,400.00)	50,133.63	43,000.00	93,133.63
23	Sewer Utility	120,819.89	84,527.41	(57,760.41)	147,586.89	40,000.00	187,586.89
25	Vehicle Inspections (VIN)	12,887.92	6,717.41	(12,589.06)	7,016.27	25,500.00	32,516.27
26	Special Park & Recreation	30.64	3,100.00	(3,050.00)	80.64	7,300.00	7,380.64
20	Grant Improvement Reserve Fund	19,144.57	20,208.99	(37,482.29)	1,871.27	50,000.00	51,871.27
28	CID Projects	16,407.70	20,200.55	(16,407.70)	0.00	50,000.00	0.00
29	Fire Equipment	-		(10,407.70)	0.00		0.00
30	Health and Sanitation	16,396.26	50,593.75	(46,232.00)	20,758.01	30,000.00	50,758.01
31	Airport Improvement	(66,782.29)	128.68	(5,102.54)	(71,756.15)	-	(71,756.15)
32	Electric Reserve	161,212.76	91,222.33	(92,000.00)	160,435.09	440,000.00	600,435.09
33	Water Reserve	204,458.32	20,697.29	(129,000.00)	96,155.61	224,000.00	320,155.61
34	CDBG Grant	0.00	20,057.25	(125,000.00)	0.00	-	0.00
35	ARPA Project	(17,846.51)		(2,153.49)	(20,000.00)	20,000.00	0.00
36	M.E.R.F	1,288,663.23	1,303,577.49	(1,586,141.87)	1,006,098.85	2,155,700.00	3,161,798.85
37	Sewer Reserve	77,072.92	86,038.35	(1,580,141.87) (86,000.00)	77,111.27	149,000.00	226,111.27
38	Capital Improvement Reserve Fund	3,473,239.18	1,715,777.03	(2,123,229.47)	3,065,786.74	3,290,000.00	6,355,786.74
39	Efficiency KS Project	1.84	137.36	(137.13)	2.07	-	2.07
40	Insurance Proceeds Fund	5,740.81	15.36	(157.15)	5,756.17	_	5,756.17
45	Employee Benefits	193,185.21	31,882.25	(81,976.05)	143,091.41	60,000.00	203,091.41
46	Library Employee Benefits	1,386.57	-	(1,386.57)	-	-	- 205,051.41
48	State Water Plan	4,662.79	1,253.33	(1,500.57)	5,916.12	_	5,916.12
40	State Water Han	4,002.75	1,200.00		5,510.12		5,510.12
	TOTAL	7,234,180.00	5,961,570.72	(6,581,200.64)	6,614,550.07	8,536,157.87	15,150,707.94
	TOTAL	7,234,180.00	5,501,570.72	(0,381,200.04)	0,014,330.07	8,550,157.87	13,130,707.94
	FNB Bank	-	-	_	-	4,117,600.00	4,117,600.00
	BANKWEST	7,232,179.99	5,874,520.33	(6,494,150.25)	6,612,550.07	35,047.84	6,647,597.91
	Western State Bank	-	-	-	-	4,337,500.00	4,337,500.00
	Ameriprise Ent. Inv. Services	-	-	-	_	46,010.03	46,010.03
	Petty Cash	2,000.00	-	-	2,000.00		2,000.00
		2,000.00			2,000.00		2,000.00
	TOTAL	7,234,179.99	5,874,520.33	(6,494,150.25)	6,614,550.07	8,536,157.87	15,150,707.94
		.,,	2,82 1,828188	(0, 10 1, 200120)	1,02 .,02 0.07	3,000,201.07	

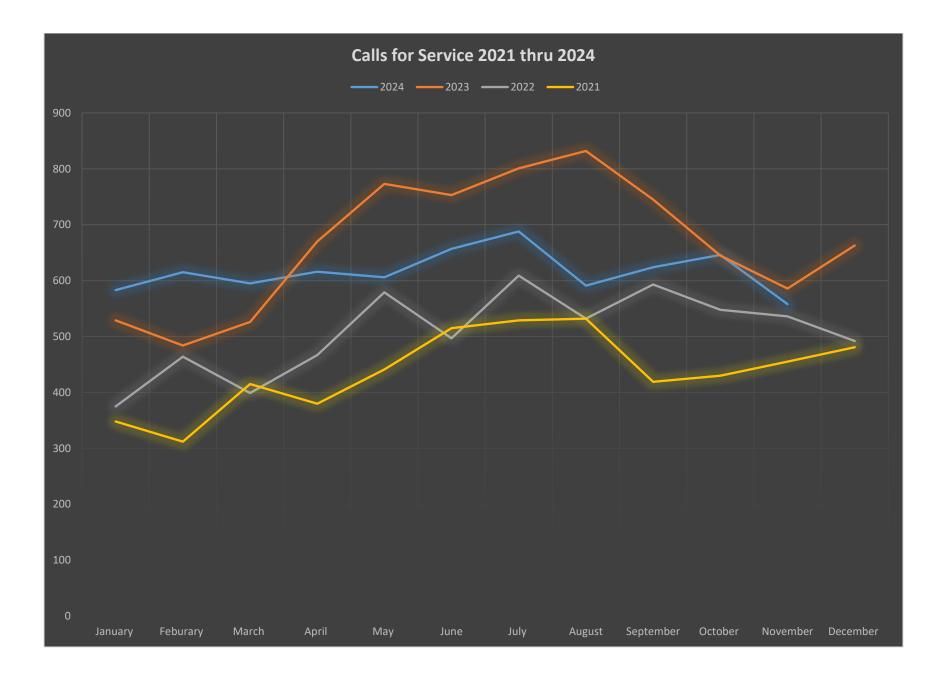
- On November 7, 2024, the officer on duty was requested to respond to Willow Road to speak with a female about a possible domestic. The officer spoke with both parties involved. Both stories were consistent with the chain of events. The officer returned to the Family Center to update the female on the case. The female gave the officer consent to enter the residence due to the concern of illegal narcotics being inside. The officer entered the residence and found illegal drugs in plain view. Therefore, a search warrant was obtained. Once obtaining the search warrant, the officer searched the residence more thoroughly and found drug paraphernalia, THC Wax, and approximately 1 gram of meth. Both parties were taken into custody, and recommended charges were filed for possession of stimulants, possession of marijuana, use/possession w/intent to use drug paraphernalia, domestic battery, criminal restraint, and endangering a child.
- On November 10, 2024, the officer on duty was notified about a possible domestic. The officers arrived on the scene and contacted a male individual. The Male individual stated that his wife got mad and started throwing his clothes outside. The male individual also said the wife started hitting him with open and closed hands. The female was taken into custody, and recommended charges were filed for domestic battery.
- On November 14, 2024, the officer on duty was requested to respond to 2nd Street to speak with a female about a sexual assault. The female reported being outside with her boyfriend when his friend hugged her from behind and started "dry humping" her while also touching her private area between her legs forcefully. The employee of the facility stated that the male subject has other issues with sexually inappropriate touching and has been reprimanded before for touching the female's breasts and making his girlfriend feel uncomfortable by touching her in private areas. The male was taken into custody, and recommended charges were filed for Aggravated sexual battery.
- On November 15, 2024, the officer on duty was dispatched to Highway 24 for a vehicle theft. The officer spoke to all involved parties and found that the male individual had thrown a plate of food at the female. The male was taken into custody, and recommended charges were filed for domestic battery.
- On November 23rd, the officer on duty was sent a phone call from a female individual. The female stated that she had observed a minor walking out of a convenience store with 2 6 packs of alcohol. The officer contacted the minor. The minor said that he had bought the alcohol with a Fake ID. The officer got the information on who the fake ID was from. The minor was cited for minor in possession and having a factitious identification card.
- On November 24th, the officer on duty was on patrol when dispatch notified them that a
 domestic was in progress. The officer arrived on the scene and interviewed all individuals. The
 officer found that the male was drinking and upset at the female. The male proceeded to punch
 holes in the walls and knock everything over. He then shoved her down on the floor and was on
 top of her, not letting her get up. The female began to kick and scream at the male until he let
 her up. When officers tried to arrest the male individual, he began to resist arrest. The officers
 then pulled their Tasers and made him get on his knees to take him into custody. Recommended
 charges were filed for Domestic Battery, Criminal Damage to Property, Criminal Restraint, and
 Interference with Law Enforcement.

• On November 25th, the officer on duty was dispatched to 17th Street for a report of a criminal threat. The officer arrived on the scene and spoke with the reporting party. The officer found that a male individual had contacted the reporting party by phone. While on the phone, the male individual treated the RP, stating that it would be his funeral, and when he saw him, it was over. The officer then spoke with the male individual and found that both parties threatened each other using slander. After getting off the phone call, the male individual messaged the RP, stating he would not waste his time and didn't want any problems. The officer received messages between both individuals and didn't read any threats between the 2. The officer did ask the RP for a written statement. As of December 2, the officer has not received the statement. Contact was attempted, but there was no response. Charges were not filed for this incident.

Additional Reports:

- The Chiefs are horrible and won't win another game 😊
- The Chief and Assistant Chief attended the CSI advisory board at the College.
- We hosted APS conservatory training for the surrounding agencies and us at the PD.
- We participated in an 8-hour course regarding Responding to Mental Health.
- Chief participated in the Attorney General MDT meeting regarding elder abuse.

- The Chief and Assistant Chief participated in the Local Emergency Planning Committee hosted at the PD.



CODE:	2023 Stats	Jan	Feb	Mar	April	May	June	July	Aug	Sep	Oct	Nov	TOTAL
1013	Weather	1	0	0	0	0	0	0	0	0	0	0	1
1027	Drivers License Check	11	14	5	4	2	3	6	3	9	2	2	61
1028	Registration Check	17	19	18	5	7	15	17	22	20	25	26	191
1029	NCIC/Warrant Check	3	6	6	5	6	4	7	5	9	1	0	52
1041	Wrecker	0	1	0	0	0	1	1	0	0	0	7	10
1046	Driving Under the	0	0	0	0	0	1	0	1	1	1	1	5
1047	Non Injury Accident	9	1	4	6	10	7	4	8	10	6	6	71
1048	Injury accident	0	0	0	3	1	4	0	0	0	0	0	8
ABAND	Abandoned Vehicle	0	0	0	2	4	3	1	3	2	1	1	17
ADMIN	Admin Actions	9	14	13	11	4	7	14	15	13	11	1	112
AID	Transient Aid	6	0	3	8	2	7	3	2	2	2	8	43
ALARM	Alarm	3	3	1	3	3	6	3	4	2	2	3	33
ANIMA	Animal Complaint	18	16	22	27	17	22	14	17	23	14	10	200
ASALT	Assault	1	0	0	0	0	1	1	0	2	1	0	6
ASSIS	Outside Agency	27	14	15	18	14	16	18	8	16	12	11	169
ATEST	Alarm Test	0	0	0	0	0	0	0	0	0	0	0	0
ATL	Attempt to Locate	4	5	12	8	3	4	3	7	9	1	11	67
BODY	Found Body	0	0	0	0	1	1	0	0	0	0	0	2
BOMBS	Bombs-Threats	0	0	0	0	0	0	0	0	0	0	0	0
BATTE	Battery	0	0	0	0	0	0	0	0	0	1	0	1
BREAK	Break Time	0	0	0	0	0	0	0	0	0	0	0	0
BULDG	Building Check	4	6	6	2	7	18	16	4	16	9	13	101
BURGL	Burglary	0	2	1	1	9	3	2	3	4	0	0	25
CDAMA	Criminal Damage to	0	2	3	5	0	6	4	4	2	0	5	31
CHEAT	Fraud	4	2	10	3	4	2	5	3	3	7	0	43
CHECK	Frorgery	0	0	0	0	0	0	3	0	0	0	0	3
CHILD	Child in Need of Care	3	7	7	3	4	4	6	13	3	5	5	60
CIVIL	Civil Dispute	5	6	3	11	9	7	9	8	9	2	5	74
CPROC	Civil Process	1	1	0	0	0	0	0	0	0	0	0	2
CSTBY	Civil Standby	6	1	3	1	1	0	3	1	3	5	4	28
DCOND	Disorderly Conduct	1	0	0	0	0	0	0	0	1	1	1	4
DEATH	Attended/Unattended	1	3	0	1	0	0	0	1	0	0	0	6
DISCO	Disconnect (911)	6	9	14	7	13	11	9	11	19	11	10	120
DISPU	Dispute/Neighbor	2	0	2	1	3	1	1	1	3	4	1	19
DOMVI	Domestic Violence	3	4	6	3	3	2	4	3	1	2	4	35
DRUGS	Controlled Substances	2	2	2	0	4	0	1	1	3	1	2	18
DRUNK	Intoxication	1	0	0	0	1	1	0	0	0	1	0	4
EOTSP	EMS-Transport	1	0	0	0	0	0	0	0	0	0	0	1
E01	Medical Abdominal	0	0	0	0	0	0	0	0	0	0	0	0
E06	Breathing Problems	0	0	0	0	0	0	0	0	0	0	1	1
E10	Chest Pain	1	0	0	0	0	0	0	0	0	0	0	1
E12	Convulsions/Seizures	0	0	0	0	0	0	0	0	0	0	0	0
E13	Medical Diabetic	0	0	0	0	0	1	0	0	0	0	0	1
E17	Medical Falls	0	0	1	0	0	1	0	0	0	0	0	2
E22	Medical Multiple	1	0	1	2	0	0	0	0	0	2	0	6

E26	Spec Diag-sick Person	0	0	0	0	0	0	0	0	0	0	0	0
E29	Traffic Injury Accident	0	0	0	0	0	0	0	1	0	0	0	1
E30	Traumatic Injju-	0	0	0	1	0	0	0	0	0	0	0	1
E32	Medical Subject Down	0	0	0	0	1	1	0	1	0	0	0	3
EMISC	EMS Misc Activity	0	0	0	0	0	0	0	1	0	0	0	1
ESTBY	EMS Stand by	0	0	0	0	0	0	0	0	0	0	0	0
F1ELV	Fire Elevator	0	0	0	0	0	0	0	0	0	0	0	0
F1JAW	Fire-Jaws of Life	0	0	0	0	0	0	1	0	0	0	0	1
F1STR	Fire Structure	0	0	0	0	0	0	0	1	0	1	0	2
F5BUR	Fire Controlled Burn	0	0	0	1	0	1	0	0	0	1	0	3
F5DUM	Fire in Dumpster	0	0	0	1	0	0	0	0	0	0	0	1
F5SBY	Fire Standby	0	0	0	0	0	0	0	0	0	0	0	0
FIREW	Fireworks	0	0	1	0	1	3	9	0	0	0	0	14
FMISC	Fire Miscellaneous	0	0	0	0	0	0	0	0	0	0	2	2
HARRA	Harassment	1	2	0	2	2	7	5	5	4	1	2	31
INFOR	Information/Misc	32	34	29	43	46	50	32	50	35	44	49	444
JAIL	Jail Incident	0	0	0	0	0	0	0	0	0	0	0	0
JUVOF	Juvenile Offender	0	0	0	0	0	0	1	0	0	0	0	1
LOOK	Follow Up	36	41	16	35	12	24	43	27	26	47	46	353
LOST	Lost Property	1	2	3	1	1	3	3	5	5	1	2	27
LOUDM	Loud Music or Loud	3	1	7	2	4	3	3	3	5	4	3	38
MEDAS	Medical Assistance	9	17	16	15	18	12	22	23	29	25	27	213
MISC	Misc. Unknown	7	5	5	5	8	7	1	9	12	15	10	84
MPERS	Missing Persons	1	4	0	3	1	2	4	1	1	3	0	20
MCTFT	Motor Vehicle Theft	1	0	0	0	1	0	2	0	1	1	0	6
NCIC	Wanted	0	0	0	0	0	0	0	0	0	0	0	0
OPEN	Open Doors	3	4	4	7	8	10	11	8	5	3	7	70
OPEN911	Open 911 Call	11	9	7	5	10	10	7	17	12	9	1	98
OTHER	All Other Criminal Act.	8	7	11	12	29	14	18	17	17	21	12	166
PARKI	Parking Complaint	9	9	15	23	20	21	8	9	15	22	22	173
PPLNT	Power Plant	0	0	1	1	2	1	0	1	2	2	0	10
PROPD	Property Damage	0	1	0	2	1	7	5	4	5	4	1	30
PROWL	Prowler	0	0	0	1	0	0	0	0	0	0	0	1
PUBSV	Public Service	2	9	5	6	5	5	4	0	5	2	5	48
RAPE	Rape	0	0	0	2	0	0	0	0	0	0	0	2
RECKL	Reckless Driver	4	6	3	4	5	8	2	5	7	4	4	52
RESTR	Restraining Order/PFA	0	0	0	0	0	0	1	1	0	0	1	3
RIOT	Fights	1	6	1	3	2	3	0	4	3	5	1	29
RPROP	Recovered Property	0	1	0	4	5	2	6	7	3	1	4	33
ROBRY	Robbery	0	0	0	0	0	1	0	0	0	0	0	1
SERV	Service Rendered	32	11	6	3	7	15	13	10	6	15	8	126
SEXOF	Sex Offenses	2	1	1	3	3	2	2	0	0	1	3	18
SHOTS	Gunshots	2	1	0	0	0	0	0	1	0	0	0	4
SIG3	Signal 3 / Mental	4	1	1	2	5	1	3	1	2	2	1	23
SIG4	Signal 4 / Suicidal	1	1	2	2	4	4	3	2	2	1	0	22
SLIDE	Slide Off	2	0	1	0	0	0	0	0	0	0	0	3
SNOMO	Snowmobile	0	0	0	0	0	0	0	0	0	0	0	0

SPROP	Stolen Property	0	0	1	1	0	1	0	0	1	1	4	9
STATU	Status Check	1	0	0	0	0	0	2	0	0	0	0	3
SUSPI	Suspicion	14	15	23	23	25	16	33	16	17	21	16	219
THARA	Thelephone	0	0	2	0	1	0	0	0	0	0	0	3
THEFT	Theft	8	12	6	7	5	7	9	9	24	10	7	104
THREA	Threat-Criminal-	0	4	0	0	0	1	0	2	1	4	1	13
TRAFF	Traffic Stop	77	137	107	71	81	87	90	64	63	110	60	947
TRAIN	Training	0	0	0	0	1	0	1	3	1	0	0	6
TRANS	Transporting	2	3	0	3	2	1	2	2	0	2	0	17
TRESS	Trespassing	3	3	9	5	9	4	7	3	3	2	2	50
VAGRA	Vagrancy	0	0	1	6	5	3	10	7	4	3	2	41
VALID	Validations	0	0	0	0	0	0	0	0	0	1	0	1
VANDA	Vandalism	1	0	0	0	2	2	0	1	0	0	2	8
VINCK	VIN Inspection	48	41	35	50	50	52	55	49	46	59	32	517
VMAIN	Vehicle Maintenance	1	0	1	0	0	0	0	2	1	0	0	5
WALK	Business Walk Through	36	32	56	68	46	17	18	7	28	20	28	356
WARNT	Warrants	3	13	8	7	6	7	5	5	2	0	3	59
WELFA	Welfare Check	19	10	16	6	7	12	10	13	16	11	6	126
WILDL	Wildlife	0	0	0	0	0	0	0	0	1	0	0	1
XFOOT	Neighborhood Foot	20	22	27	33	21	48	71	32	24	22	22	342
XTRAW	Extra Watch	27	12	10	7	12	23	11	13	6	15	24	160
7	Monthly Total	583	615	595	616	606	657	688	591	624	646	558	
				Yearly	/ Total:								