



427 COURT ST
P O BOX 117
CLAY CENTER, KANSAS 67432
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WWW.CITYOFCLAYCENTER.COM

Tuesday, March 21, 2023
5:30 p.m.

1. CALL TO ORDER

- A. Roll Call
- B. Pledge of Allegiance

2. MAYOR REPORT

- A. Updates

3. CITY CLERK REPORT

- A. Updates

4. STAFF REPORTS/COMMUNICATIONS

- A. 3/6/2023 PUC Minutes
- B. Appropriation Ordinances 2679 & 2680
- C. February Financial Reports

5. CITY ATTORNEY REPORT

- A. Updates

6. CONSENT AGENDA

- A. 3/7/2023 City Council Meeting Minutes
- B. Appropriation Ordinances 3970 & 3971

7. ORDINANCES

- A. Ordinance No. 2453 Relating to Zoning in the City of Clay Center, Kansas Re-Zoning the Following Described Real Estate for the Property Known as 824 Bridge Street From R-1 to C-2 General Commercial District

8. RESOLUTIONS

- A. None

9. FORMAL ACTIONS

- A. Rundle-Brown Athletic Complex Sewer and Water Line Installation Bids
- B. Air-Pak Quotes
- C. Axon Software, Tasers and Body Camera Purchases
- D. Airport FBO/Manager Contract

COMMITTEE REPORTS

1. ADMINISTRATIVE

- A. Updates

2. PUBLIC SAFETY

- A. Updates

3. PUBLIC SERVICES

- A. Updates

4. PROPERTY & RECREATION

- A. Updates

5. ADJOURNMENT

Minutes of Meeting
Of
Public Utilities Commission
March 6, 2023

The Public Utilities Commission met in regular session with Commissioner Chairman Brad Dieckmann presiding. Present were Commissioner Aaron Floersch, Commissioner Bill Callaway and Office Manager Liana Hess.

The minutes of the meeting held February 21, 2023 were presented for approval. There being no objections, they were approved as read.

The Appropriations Ordinance No. 2677 (Payroll) was presented for approval. It was moved by Commissioner Aaron Floersch and seconded by Commissioner Bill Callaway to pay the claims. The vote was all yeas.

The Appropriations Ordinance No. 2678 (Bills) was presented for approval. It was moved by Commissioner Bill Callaway and seconded by Commissioner Brad Dieckmann to pay the claims. The vote was all yeas.

Supt. Graves reported that he has been in contact with Garden City's Public Utilities Director regarding city annexation issues regarding territorial boundaries. Garden City has experienced this in the past. Supt. Graves reported he has a zoom meeting Wednesday March 8th with a lawyer with the firm Polsinelli for legal consultation.

The Commission received and reviewed a letter of interest to the US Department of Energy showing that the City of Clay Center, the City of Greensburg and City of Winfield are supportive and interested in the Bipartisan Infrastructure Law as part of the Community-Owned Grid Resilience and Innovation Project.

The Commission received and reviewed a list of current and near future projects for the Power Plant, Zoo and Walking Trails.

Supt. Graves reported on his trip to Washington DC. He visited Senator Moran, Senator Marshall and Senator Mann in regard to energy issues and the supply shortage.

Commissioner Brad Dieckmann made a motion to go into Executive Session under the Personnel Exception of non-elected personnel for ten minutes. Commissioner Bill Callaway seconded the motion. The vote was all yeas. After ten minutes the meeting convened. Commissioner Brad Dieckmann made a motion to increase the discussed amount of salary for Supt. Graves. Commissioner Aaron Floersch seconded the motion. The vote was all yeas.

There being no further business, the Commission Meeting adjourned.



Scott Graves, Supt. of Utilities

PUBLIC UTILITIES COMMISSION
City of Clay Center, Kansas

TO THE MAYOR AND THE COUNCIL

We hereby certify that the following is a true and correct statement of the amounts due the several individuals, firms and corporations for labor and/or supplies furnished the MUNICIPAL LIGHT AND WATER PLANT. The amounts are correct due and unpaid.

For the period of

Base	Federal	S.S.
62464.98	4417.86	4644.52

SS Employers	Retirement Employers
4644.52	5763.16

State of Kansas, Clay County ss

Scott Glaves



Subscribed and sworn to before me this

Approved by Ord. No.

2679

[Signature]
[Signature]
[Signature]
Commissioners

FEBRUARY 2, 2023 TO MARCH 07, 2023

State	Other Deduc	Retirement
2301.85	2974.56	3666.95

NET \$44,426.15

Car Allowance	Dental
-33.09	-477.16

TOTAL \$72,362.41

Being duly sworn, says that the above accounts are just, correct and remains due and unpaid.

[Signature] Superintendent

[Signature] day of March 2023

[Signature], City Clerk

PUBLIC UTILITIES COMMISSION

City of Clay Center, Kansas

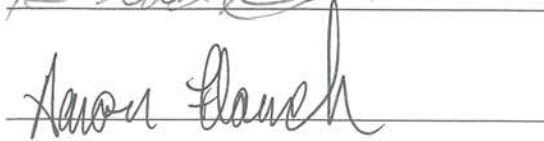
TO THE MAYOR AND COUNCIL:

We hereby certify that the following is a true and correct statement of the amounts due the several individuals, firms and corporations for labor and/or supplies furnished the MUNICIPAL LIGHT & WATER PLANT. The amounts are correct due and unpaid.

For first half of March 2023

Date. March 20, 2023

Approved by Ordinance No. 2680


Commissioners

ACCOUNTS PAYABLE REPORT

VENDOR NAME ACCOUNT	LINE	INVOICE NUMBER	REFERENCE	PAYMENT AMOUNT
ALSOP SAND CO. INC				
DISTRIBUTION EXPENSES	SYSTEM MAINTENANCE	517806	FILL SAND	244.11
***** VENDOR TOTAL *****				244.11
BCBS OF KANSAS				
COMMERCIAL AND GENERAL	BLUE CROSS BLUE SHIELD	017518220	SERVICE MONTH - APRIL 2023	21,046.94
COMMERCIAL AND GENERAL	BLUE CROSS BLUE SHIELD	017518220	SERVICE MONTH - APRIL 2023	9,020.11
***** VENDOR TOTAL *****				30,067.05
BORDER STATES INDUSTRIES				
DISTRIBUTION EXPENSES	ELECTRIC METER MAINTENANCE	925918927	12.5VA VT PACK	864.52
DISTRIBUTION EXPENSES	SYSTEM MAINTENANCE	925910645	15V ELBOW'S	630.72
***** VENDOR TOTAL *****				1,495.24
C & M REFUSE, INC.				
PRODUCTION EXPENSES	PLANT MAINTENANCE	3202023		228.00
***** VENDOR TOTAL *****				228.00
CENTRAL VALLEY AG				
DISTRIBUTION EXPENSES	AUTO AND TRUCK EXPENSE	3202023	FUEL	897.33
DISTRIBUTION EXPENSES	AUTO AND TRUCK EXPENSE	3202023	FUEL	384.57
***** VENDOR TOTAL *****				1,281.90
CINTAS CORPORATION #451				
PRODUCTION EXPENSES	PLANT MAINTENANCE	4145778561	MATS, MOPS, TOWELS	76.57
PRODUCTION EXPENSES	PLANT MAINTENANCE	4146475360	MATS, MOPS, TOWELS	76.57
PRODUCTION EXPENSES	PLANT MAINTENANCE	4147173384	MATS, MOPS, TOWELS	76.57
PRODUCTION EXPENSES	PLANT MAINTENANCE	4147868541	MATS, MOPS, TOWELS	76.57
COMMERCIAL AND GENERAL	UNIFORM EXPENSE	4146475476	UNIFORMS	78.63
COMMERCIAL AND GENERAL	UNIFORM EXPENSE	4147173445	UNIFORMS	78.63
COMMERCIAL AND GENERAL	UNIFORM EXPENSE	4147868656	UNIFORMS	78.63
COMMERCIAL AND GENERAL	UNIFORM EXPENSE	415778669	UNIFORMS	78.63
COMMERCIAL AND GENERAL	UNIFORM EXPENSE	4146475476	UNIFORMS	33.70
COMMERCIAL AND GENERAL	UNIFORM EXPENSE	4147173445	UNIFORMS	33.70
COMMERCIAL AND GENERAL	UNIFORM EXPENSE	4147868656	UNIFORMS	33.70
COMMERCIAL AND GENERAL	UNIFORM EXPENSE	415778669	UNIFORMS	33.70
***** VENDOR TOTAL *****				755.60
CITY OF CLAY CENTER				
TRANSFER ACCOUNTS	TRANSFER TO CITY SOLID WASTE	3202023		23,081.28
***** VENDOR TOTAL *****				23,081.28
CITY OF CLAY CENTER				
TRANSFER ACCOUNTS	TRANSFER TO CITY SUBSIDY	3202023		11,563.70

ACCOUNTS PAYABLE REPORT

VENDOR NAME ACCOUNT	LINE	INVOICE NUMBER	REFERENCE	PAYMENT AMOUNT
CITY OF CLAY CENTER				
***** VENDOR TOTAL *****				11,563.70
CITY OF CLAY CENTER TRANSFER ACCOUNTS	TRANSFER TO CITY SUBSIDY	3202023		3,716.52
***** VENDOR TOTAL *****				3,716.52
CITY OF CLAY CENTER TRANSFER ACCOUNTS	TRANSFER TO CITY SEWAGE	3202023		44,662.23
***** VENDOR TOTAL *****				44,662.23
CLAY CENTER DISPATCH COMMERCIAL AND GENERAL	MISCELLANEOUS EXPENSE	1942	CLAYOPOLY - 2 SPOTS ON BOARD	105.00
COMMERCIAL AND GENERAL	MISCELLANEOUS EXPENSE	1942	CLAYOPOLY - 2 SPOTS ON BOARD	45.00
***** VENDOR TOTAL *****				150.00
CLAY COUNTY TREASURER DISTRIBUTION EXPENSES	AUTO AND TRUCK EXPENSE	3202023	TAG - CY 6	212.25
***** VENDOR TOTAL *****				212.25
COMPLIANCE ONE COMMERCIAL AND GENERAL	DRUG & ALCOHOL TESTING	302290	DRUG & ALCOHOL TESTING	38.12
COMMERCIAL AND GENERAL	DRUG & ALCOHOL TESTING	302290	DRUG & ALCOHOL TESTING	16.33
***** VENDOR TOTAL *****				54.45
CONSTELLATION NEW ENERGY - GAS PRODUCTION EXPENSES	GAS	3699557	SERVICE MONTH - FEBRUARY 2023	155.92
***** VENDOR TOTAL *****				155.92
DOLLAR GENERAL - CHARGED PRODUCTION EXPENSES	PLANT MAINTENANCE	1231704	CLEANING SUPPLIES	91.73
COMMERCIAL AND GENERAL	MISCELLANEOUS EXPENSE	1229667	MISC - OFFICE	15.26
COMMERCIAL AND GENERAL	MISCELLANEOUS EXPENSE	1229667	MISC - OFFICE	6.53
***** VENDOR TOTAL *****				113.52
FAMILY HEALTH AMERICA, L.C. COMMERCIAL AND GENERAL	MISCELLANEOUS EXPENSE	03202023	ADMIN FEE - SERVICE MONTH MARCH 2023	70.00
COMMERCIAL AND GENERAL	MISCELLANEOUS EXPENSE	03202023	ADMIN FEE - SERVICE MONTH MARCH 2023	30.00
***** VENDOR TOTAL *****				100.00
GIBSONS PRODUCTS CO. #8259L PRODUCTION EXPENSES	PLANT MAINTENANCE	373110	THREAD SEAL TAPE	25.10
DISTRIBUTION EXPENSES	ANIMAL MAINTENANCE	373144	ROPE	7.65

THRU

VENDOR NAME ACCOUNT	LINE	INVOICE NUMBER	REFERENCE	PAYMENT AMOUNT
GIBSONS PRODUCTS CO. #8259L DISTRIBUTION EXPENSES	ANIMAL MAINTENANCE	373231	WESTERN TIM HAY	7.22
***** VENDOR TOTAL *****				39.97
GINDER HYDRAULICS, LC DISTRIBUTION EXPENSES	AUTO AND TRUCK EXPENSE	S156920	T-SEALS	40.63
***** VENDOR TOTAL *****				40.63
COLT'S REPAIR DISTRIBUTION EXPENSES	SYSTEM MAINTENANCE	098366	TURN OUT FITTING FOR FIRE HYD	70.00
***** VENDOR TOTAL *****				70.00
KANSAS GAS SERVICE PRODUCTION EXPENSES	PLANT MAINTENANCE	03202023-4	512427192 1453353 27	1,375.45
PRODUCTION EXPENSES	PLANT MAINTENANCE	3202023-1	510000297 2041258 36	699.71
PRODUCTION EXPENSES	PLANT MAINTENANCE	3202023-2	510000297 2041268 45	165.19
PRODUCTION EXPENSES	PLANT MAINTENANCE	3202023-3	512427192 1453352 09	958.27
PRODUCTION EXPENSES	PLANT MAINTENANCE	3202023-5	512427192 1453354 45	546.82
PRODUCTION EXPENSES	GAS	03202023	510000297 1562841 00	151.39
***** VENDOR TOTAL *****				3,896.83
KANSAS MUNICIPAL UTILITIES INC COMMERCIAL AND GENERAL	WORKSHOPS / CONFERENCES	7322	KMU CONFERENCE	479.50
COMMERCIAL AND GENERAL	WORKSHOPS / CONFERENCES	7322	KMU CONFERENCE	205.50
***** VENDOR TOTAL *****				685.00
KANSAS POWER POOL PRODUCTION EXPENSES	PURCHASED POWER	3202023	SERVICE MONTH - FEBRUARY 2023	296,158.38
***** VENDOR TOTAL *****				296,158.38
KANSASLAND TIRE DISTRIBUTION EXPENSES	AUTO AND TRUCK EXPENSE	27516	FLAT REPAIR	14.00
DISTRIBUTION EXPENSES	AUTO AND TRUCK EXPENSE	27211	FLAT REPAIR, VALVE STEM	56.95
DISTRIBUTION EXPENSES	AUTO AND TRUCK EXPENSE	27402	BACKHOE FLAT REPAIR	25.00
DISTRIBUTION EXPENSES	AUTO AND TRUCK EXPENSE	27516	FLAT REPAIR	6.00
***** VENDOR TOTAL *****				101.95
MID KANSAS PALLET RACKING PRODUCTION EXPENSES	PLANT MAINTENANCE	10921	BEAMS, WIRE MESH	731.00
***** VENDOR TOTAL *****				731.00
MUNICIPAL SUPPLY INC OF WICHIT DISTRIBUTION EXPENSES	SYSTEM MAINTENANCE	0863245-IN	PVC, CORP STOP, SADDLE, CAP	2,048.96
DISTRIBUTION EXPENSES	SYSTEM MAINTENANCE	0863246-IN	4" MJ PLUG TAPT 2" L/ACC	1,461.89
DISTRIBUTION EXPENSES	SYSTEM MAINTENANCE	0863247-IN	2"X15" COPPERSETTER W/BYPASS	
			4" C900 X 3/4" AWWA TAP BR SAD	510.25

ACCOUNTS PAYABLE REPORT

VENDOR NAME ACCOUNT	LINE	INVOICE NUMBER	REFERENCE	PAYMENT AMOUNT
MUNICIPAL SUPPLY INC OF WICHIT				
DISTRIBUTION EXPENSES	SYSTEM MAINTENANCE	0863497-IN	2"SW SCH40 45 BEND	5.94
***** VENDOR TOTAL *****				4,027.04
NCS				
COMMERCIAL AND GENERAL	IT - SERVICES	114339	IT SERVICES	1,534.90
COMMERCIAL AND GENERAL	IT - SERVICES	114339	IT SERVICES	657.82
***** VENDOR TOTAL *****				2,192.72
PACE ANALYTICAL SERVICES, INC.				
PRODUCTION EXPENSES	ANALYTICAL SERVICES	2360178637	ANALYTICAL SERVICES	250.00
PRODUCTION EXPENSES	ANALYTICAL SERVICES	2360179081	ANALYTICAL SERVICES	250.00
***** VENDOR TOTAL *****				500.00
PRAIRIELAND PARTNERS, LLC				
DISTRIBUTION EXPENSES	SYSTEM MAINTENANCE	10000528054	GRADE 5 GREEN HARDWARE	24.38
DISTRIBUTION EXPENSES	AUTO AND TRUCK EXPENSE	1000529097	PIN FASTENER	12.61
***** VENDOR TOTAL *****				36.99
SAGE PRODUCTS, INC.				
PRODUCTION EXPENSES	PLANT MAINTENANCE	0094385-IN	TRASH BAGS, PAPER TOWELS	592.42
***** VENDOR TOTAL *****				592.42
STANION WHOLESALE ELECTRIC				
DISTRIBUTION EXPENSES	STREET LIGHT MAINTENANCE	5495614-00	LED BULBS, INSULATOR LUGS	243.73
DISTRIBUTION EXPENSES	STREET LIGHT MAINTENANCE	5495614-01	BULBS, CONNECTORS	734.70
***** VENDOR TOTAL *****				978.43
STAPLES CREDIT PLAN				
COMMERCIAL AND GENERAL	OFFICE SUPPLIES	3202023	OFFICE SUPPLIES	93.59
COMMERCIAL AND GENERAL	OFFICE SUPPLIES	3202023	OFFICE SUPPLIES	40.11
***** VENDOR TOTAL *****				133.70
TRACTOR SUPPLY CREDIT PLAN				
DISTRIBUTION EXPENSES	ANIMAL MAINTENANCE	79070	ANIMAL TREATS	56.91
***** VENDOR TOTAL *****				56.91
UNION STATE BANK				
TC RILEY DEBT SERVICE	TC RILEY DEBT SERVICE	3202023	TRANSCANADA DEBT SERVICE	22,508.51
***** VENDOR TOTAL *****				22,508.51
UPS, INC.				
PRODUCTION EXPENSES	WATER SAMPLE MAILING	5103	MAILING METER, WATER SAMPLE MAILING	44.33
DISTRIBUTION EXPENSES	ELECTRIC METER MAINTENANCE	5103	MAILING METER, WATER SAMPLE	17.54

ACCOUNTS PAYABLE REPORT

VENDOR NAME ACCOUNT	LINE	INVOICE NUMBER	REFERENCE	PAYMENT AMOUNT
UPS, INC.			MAILING	
***** VENDOR TOTAL *****				61.87
VERIZON WIRELESS				
COMMERCIAL AND GENERAL	MISCELLANEOUS EXPENSE	9929326302	SUPT. GLAVES - CELL PHONE	87.91
COMMERCIAL AND GENERAL	MISCELLANEOUS EXPENSE	9929326302	SUPT. GLAVES - CELL PHONE	37.67
***** VENDOR TOTAL *****				125.58
VISA				
PRODUCTION EXPENSES	PLANT MAINTENANCE	5000027643	PRESSOR SENSOR	700.00
PRODUCTION EXPENSES	PLANT MAINTENANCE	7CX466403S336483	SPEED SENSORS	600.00
PRODUCTION EXPENSES	PLANT MAINTENANCE	CCU0101	CATALYST CLEANING - TULSA, OK	821.25
DISTRIBUTION EXPENSES	AUTO AND TRUCK EXPENSE	283934734968	AIR CLEANER FILTER CASE HOUSIN	9.87
			CLOSING SPRING CLIPS	
DISTRIBUTION EXPENSES	ANIMAL MAINTENANCE	675471	ANIMAL TOYS - PETCO	95.89
COMMERCIAL AND GENERAL	MISCELLANEOUS EXPENSE	000321	COMMISSION MEALS	35.00
COMMERCIAL AND GENERAL	MISCELLANEOUS EXPENSE	110936	COMMISSION MEALS	28.00
COMMERCIAL AND GENERAL	MISCELLANEOUS EXPENSE	48001	MEALS - TULSA TRIP	32.17
COMMERCIAL AND GENERAL	MISCELLANEOUS EXPENSE	50	TURNPIKE TOLL	6.00
COMMERCIAL AND GENERAL	MISCELLANEOUS EXPENSE	643514	SNACKS - TRIP TO TULSA	10.25
COMMERCIAL AND GENERAL	MISCELLANEOUS EXPENSE	648685259	COMMISSION MEALS	42.00
COMMERCIAL AND GENERAL	MISCELLANEOUS EXPENSE	7AT32514SX396514K	PERSON VERIFICATION	20.91
COMMERCIAL AND GENERAL	MISCELLANEOUS EXPENSE	81	TURNPIKE TOLL	6.00
COMMERCIAL AND GENERAL	IT MATERIALS	2863455	FLASH DRIVES	22.11
COMMERCIAL AND GENERAL	WORKSHOPS / CONFERENCES	654495	HOTEL - KMU DAY @ THE CAPITAL	69.82
			SUPT. GLAVES	
COMMERCIAL AND GENERAL	MISCELLANEOUS EXPENSE	000321	COMMISSION MEALS	15.00
COMMERCIAL AND GENERAL	MISCELLANEOUS EXPENSE	110936	COMMISSION MEALS	12.00
COMMERCIAL AND GENERAL	MISCELLANEOUS EXPENSE	648685259	COMMISSION MEALS	18.00
COMMERCIAL AND GENERAL	MISCELLANEOUS EXPENSE	7AT32514SX396514K	PERSON VERIFICATION	8.96
COMMERCIAL AND GENERAL	WORKSHOPS / CONFERENCES	654495	HOTEL - KMU DAY @ THE CAPITAL	29.91
			SUPT. GLAVES	
***** VENDOR TOTAL *****				2,583.14
***** REPORT TOTAL *****				453,402.84

ACCOUNT	INV	PAYMENTS
TC RILEY DEBT SERVICE	1	22,508.51
PRODUCTION EXPENSES	23	304,851.24
DISTRIBUTION EXPENSES	26	8,683.62
COMMERCIAL AND GENERAL	41	34,335.74
TRANSFER ACCOUNTS	4	83,023.73
ACCOUNT TOTALS	95	453,402.84

BANK#	BANK NAME	CHECK#	DATE	ACCOUNT#	NAME	CHECK AMOUNT	CLEARED	MANUAL	VOID	REASON FOR VOID
1 UNION STATE										
14462	3/20/2023	1000175	ALSOP SAND CO. INC		244.11					
14463	3/20/2023	170	BCBS OF KANSAS		30,067.05					
14464	3/20/2023	204	BORDER STATES INDUSTRIES		1,495.24					
14465	3/20/2023	2331	C & M REFUSE, INC.		228.00					
14466	3/20/2023	193	CENTRAL VALLEY AG		1,281.90					
14467	3/20/2023	3249	CINTAS CORPORATION #451		755.60					
14468	3/20/2023	1022	CITY OF CLAY CENTER		23,081.28					
14469	3/20/2023	1027	CITY OF CLAY CENTER		11,563.70					
14470	3/20/2023	1028	CITY OF CLAY CENTER		3,716.52					
14471	3/20/2023	1021	CITY OF CLAY CENTER		44,662.23					
14472	3/20/2023	260	CLAY CENTER DISPATCH		150.00					
14473	3/20/2023	3500	CLAY COUNTY TREASURER		212.25					
14474	3/20/2023	263	COMPLIANCE ONE		54.45					
14475	3/20/2023	32	CONSTELLATION NEW ENERGY - GAS		155.92					
14476	3/20/2023	4155	DOLLAR GENERAL - CHARGED		113.52					
14477	3/20/2023	197	FAMILY HEALTH AMERICA, L.C.		100.00					
14478	3/20/2023	7220	GIBSONS PRODUCTS CO. #8259L		39.97					
14479	3/20/2023	1000155	GINDER HYDRAULICS, LC		40.63					
14480	3/20/2023	3582	COLT'S REPAIR		70.00					
14481	3/20/2023	11074	KANSAS GAS SERVICE		3,896.83					
14482	3/20/2023	11310	KANSAS MUNICIPAL UTILITIES INC		685.00					
14483	3/20/2023	11079	KANSAS POWER POOL		296,158.38					
14484	3/20/2023	205	KANSASLAND TIRE		101.95					
14485	3/20/2023	1000181	MID KANSAS PALLET RACKING		731.00					
14486	3/20/2023	1000160	MUNICIPAL SUPPLY INC OF WICHIT		4,027.04					
14487	3/20/2023	171	NCS		2,192.72					
14488	3/20/2023	152	PACE ANALYTICAL SERVICES, INC.		500.00					
14489	3/20/2023	4230	PRAIRIELAND PARTNERS, LLC		36.99					
14490	3/20/2023	19052	SAGE PRODUCTS, INC.		592.42					
14491	3/20/2023	19426	STANION WHOLESALE ELECTRIC		978.43					
14492	3/20/2023	19428	STAPLES CREDIT PLAN		133.70					
14493	3/20/2023	266	TRACTOR SUPPLY CREDIT PLAN		56.91					
14494	3/20/2023	20980	UNION STATE BANK		22,508.51					
14495	3/20/2023	21016	UPS, INC.		61.87					
14496	3/20/2023	22085	VERIZON WIRELESS		125.58					
14497	3/20/2023	126	VISA		.00				VOID:	
14498	3/20/2023	126	VISA		2,583.14					
*	1830									
	1831	3/20/2023	1025	SALES TAX DIVISION		17,915.85		E-PAY		

* See Check Summary below for detail on gaps and checks from other modules.

BANK TOTALS:	
OUTSTANDING	471,318.69
CLEARED	.00

BANK 1 TOTAL	471,318.69
VOIDED	.00

STATE OF KANSAS, CLAY COUNTY, ss.

Scott Glauers, Being duly sworn, says that the above accounts are just, correct and remains due and unpaid

[Signature], Superintendent

Subscribed and sworn to before me this 20th day of March

2023
[Signature] City Clerk



TREASURER'S REPORT
CALENDAR 2/2023, FISCAL 2/2023

ACCOUNT TITLE	LAST MONTH END BALANCE	EXPENSES	REVENUES	CHANGE IN LIABILITY	ENDING BALANCE
100 GENERAL OPERATING FUND	1,702,417.44	258,142.67	205,477.62	1,659.69	1,651,412.08
210 AIRPORT	68,748.78	26,171.95	491.73	.00	43,068.56
215 CONNECTING LINK IMPROVM	162,130.87	.00	.00	.00	162,130.87
220 EMPLOYEE BENEFITS	.00	.00	.00	.00	.00
225 INDUSTRIAL	7,333.16	.00	.00	.00	7,333.16
230 LIBRARY	121,038.89	121,038.89	.00	.00	.00
235 PUBLIC RECREATION	36,655.30	1,506.01	5,359.94	.00	40,509.23
240 ARPA FUND	513,871.43	.00	.00	.00	513,871.43
245 SPECIAL GAS TAX	210,163.95	4,618.28	.00	.00	205,545.67
250 SPECIAL IMPROVEMENT	29,791.72	.00	.00	.00	29,791.72
252 SANITARY SEWER IMPROVEM	.00	.00	.00	.00	.00
253 FIRE TRUCK LEASE/PURCHA	.00	.00	.00	.00	.00
255 SPECIAL PARKS & REC	17,078.35	1,500.00	.00	.00	15,578.35
260 RESERVE FUNDS	768,077.68	50.00-	9,855.00	.00	777,982.68
310 BOND & INTEREST	119,572.65	.00	.00	.00	119,572.65
400 POOL SALES TAX	969,197.39	33,225.00	59,822.81	.00	995,795.20
410 POOL CAPITAL IMPR PROJE	37,927.71	.00	.00	.00	37,927.71
415 AIRPORT REPAIRS	9,562.92-	5,258.68	.00	.00	14,821.60-
420 GT BUILDING DEMOLITION	.00	.00	.00	.00	.00
425 2010 STREET BOND PROJEC	.00	.00	.00	.00	.00
430 STREET SALES TAX	278,315.40	8,855.00	59,822.81	.00	329,283.21
510 BLUE CROSS	134,419.37	73.14	73.14	.00	134,419.37
520 CEMETERY PERPETUAL CARE	146,132.50	.00	.00	.00	146,132.50
530 COMMUNITY DEVELOPMENT B	.00	.00	.00	.00	.00
540 PAYROLL/WITHHOLDING	.00	.00	.00	.00	.00
550 CRIMESTOPPERS	96.50	.00	5.00	.00	101.50
560 BALL DIAMOND IMPROVEMEN	.00	.00	.00	.00	.00
590 ANIMAL SHELTER TRUST	2,446.30	1,666.67	.00	.00	779.63
905 REFUSE DISPOSAL	300,306.52	27,634.13	23,153.68	.18	295,826.25
910 WASTE WATER	100,266.58	76,723.98	44,960.95	.00	68,503.55
Report Total	5,716,425.57	566,364.40	409,022.68	1,659.87	5,560,743.72

BUDGET REPORT
CALENDAR 2/2023, FISCAL 2/2023

PCT OF FISCAL YTD 16.6%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
	PERSONNEL SERVICES TOTAL	246,964.00	18,859.49	39,728.41	16.09	207,235.59
	COMMODITIES TOTAL	78,000.00	8,213.46	10,882.48	13.95	67,117.52
	CONTRACTUAL SERVICES TOTAL	296,400.00	19,587.72	21,836.17	7.37	274,563.83
	APPROPRIATIONS TOTAL	3,000.00	138.40	378.80	12.63	2,621.20
	CAPITAL OUTLAY TOTAL	28,500.00	405.98	405.98	1.42	28,094.02
	BOND & INTEREST TOTAL	.00	.00	.00	.00	.00
	APPROPRIATIONS TOTAL	100,000.00	.00	40,000.00	40.00	60,000.00
	GENERAL TOTAL	752,864.00	47,205.05	113,231.84	15.04	639,632.16
	PERSONNEL SERVICES TOTAL	752,500.00	52,052.44	114,732.64	15.25	637,767.36
	COMMODITIES TOTAL	83,000.00	2,218.28	3,884.95	4.68	79,115.05
	CONTRACTUAL SERVICES TOTAL	26,000.00	1,514.77	1,574.77	6.06	24,425.23
	CAPITAL OUTLAY TOTAL	20,000.00	405.00	405.00	2.03	19,595.00
	APPROPRIATIONS TOTAL	40,000.00	.00	20,000.00	50.00	20,000.00
	POLICE TOTAL	921,500.00	56,190.49	140,597.36	15.26	780,902.64
	PERSONNEL SERVICES TOTAL	580,000.00	41,148.56	102,990.57	17.76	477,009.43
	COMMODITIES TOTAL	123,000.00	22,531.87	23,599.69	19.19	99,400.31
	CONTRACTUAL SERVICES TOTAL	23,000.00	3,694.71	3,694.71	16.06	19,305.29
	CAPITAL OUTLAY TOTAL	120,000.00	.00	11,570.00	9.64	108,430.00
	APPROPRIATIONS TOTAL	90,000.00	.00	50,000.00	55.56	40,000.00
	FIRE TOTAL	936,000.00	67,375.14	191,854.97	20.50	744,145.03
	PERSONNEL SERVICES TOTAL	408,000.00	25,434.99	61,600.37	15.10	346,399.63
	COMMODITIES TOTAL	171,000.00	5,899.06	6,062.73	3.55	164,937.27
	CONTRACTUAL SERVICES TOTAL	22,000.00	2,163.29	2,163.29	9.83	19,836.71
	CAPITAL OUTLAY TOTAL	80,000.00	.00	.00	.00	80,000.00
	APPROPRIATIONS TOTAL	70,000.00	.00	40,000.00	57.14	30,000.00
	BOND & INTEREST TOTAL	43,000.00	.00	21,312.26	49.56	21,687.74
	HIGHWAY TOTAL	794,000.00	33,497.34	131,138.65	16.52	662,861.35
	PERSONNEL SERVICES TOTAL	.00	.00	.00	.00	.00
	COMMODITIES TOTAL	.00	.00	.00	.00	.00
	CONTRACTUAL SERVICES TOTAL	.00	.00	.00	.00	.00
	REFUSE TOTAL	.00	.00	.00	.00	.00
	PERSONNEL SERVICES TOTAL	294,500.00	17,293.09	41,360.49	14.04	253,139.51
	COMMODITIES TOTAL	36,000.00	1,714.88	1,756.18	4.88	34,243.82
	CONTRACTUAL SERVICES TOTAL	16,500.00	2,388.58	2,388.58	14.48	14,111.42
	CAPITAL OUTLAY TOTAL	30,000.00	.00	.00	.00	30,000.00
	APPROPRIATIONS TOTAL	45,000.00	.00	25,000.00	55.56	20,000.00
	PARK TOTAL	422,000.00	21,396.55	70,505.25	16.71	351,494.75
	PERSONNEL SERVICES TOTAL	115,500.00	.00	2,020.07	1.75	113,479.93
	COMMODITIES TOTAL	36,000.00	.00	.00	.00	36,000.00

BUDGET REPORT
CALENDAR 2/2023, FISCAL 2/2023

PCT OF FISCAL YTD 16.6%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
	CONTRACTUAL SERVICES TOTAL	40,500.00	1,818.11	1,818.11	4.49	38,681.89
	CAPITAL OUTLAY TOTAL	1,000.00	.00	.00	.00	1,000.00
	APPROPRIATIONS TOTAL	.00	.00	.00	.00	.00
		-----	-----	-----	-----	-----
	POOL TOTAL	193,000.00	1,818.11	3,838.18	1.99	189,161.82
	PERSONNEL SERVICES TOTAL	164,000.00	10,850.31	27,704.05	16.89	136,295.95
	COMMODITIES TOTAL	34,000.00	3,166.22	3,166.22	9.31	30,833.78
	CONTRACTUAL SERVICES TOTAL	14,000.00	1,701.82	1,701.82	12.16	12,298.18
	CAPITAL OUTLAY TOTAL	15,000.00	.00	.00	.00	15,000.00
	APPROPRIATIONS TOTAL	15,000.00	.00	10,000.00	66.67	5,000.00
		-----	-----	-----	-----	-----
	CEMETERY TOTAL	242,000.00	15,718.35	42,572.09	17.59	199,427.91
	PERSONNEL SERVICES TOTAL	69,200.00	5,069.04	11,488.23	16.60	57,711.77
	COMMODITIES TOTAL	4,000.00	57.46	57.46	1.44	3,942.54
	EXPENDITURES TOTAL	500.00	.00	.00	.00	500.00
	COMMODITIES TOTAL	1,450.00	90.75	90.75	6.26	1,359.25
	CONTRACTUAL SERVICES TOTAL	85,000.00	9,724.39	10,021.57	11.79	74,978.43
	CAPITAL OUTLAY TOTAL	.00	.00	.00	.00	.00
		-----	-----	-----	-----	-----
	MUNICIPAL COURT TOTAL	160,150.00	14,941.64	21,658.01	13.52	138,491.99
		=====	=====	=====	=====	=====
	GENERAL OPERATING FUND TOTAL	4,421,514.00	258,142.67	715,396.35	16.18	3,706,117.65
		=====	=====	=====	=====	=====

BUDGET REPORT
CALENDAR 2/2023, FISCAL 2/2023

PCT OF FISCAL YTD 16.6%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
	COMMODITIES TOTAL	50,000.00	141.77	141.77	.28	49,858.23
	CONTRACTUAL SERVICES TOTAL	59,000.00	2,117.54	2,117.54	3.59	56,882.46
	EXPENDITURES TOTAL	57,343.00	23,912.64	23,975.21	41.81	33,367.79
		=====	=====	=====	=====	=====
	AIRPORT TOTAL	166,343.00	26,171.95	26,234.52	15.77	140,108.48
		=====	=====	=====	=====	=====
	COMMODITIES TOTAL	.00	.00	.00	.00	.00
	CONTRACTUAL SERVICES TOTAL	842,073.00	.00	.00	.00	842,073.00
	APPROPRIATIONS TOTAL	.00	.00	.00	.00	.00
		=====	=====	=====	=====	=====
	CONNECTING LINK IMPROVMT TOTA	842,073.00	.00	.00	.00	842,073.00
		=====	=====	=====	=====	=====
	PERSONNEL SERVICES TOTAL	.00	.00	.00	.00	.00
	APPROPRIATIONS TOTAL	.00	.00	.00	.00	.00
	APPROPRIATIONS TOTAL	.00	.00	.00	.00	.00
		=====	=====	=====	=====	=====
	EMPLOYEE BENEFITS TOTAL	.00	.00	.00	.00	.00
		=====	=====	=====	=====	=====
	COMMODITIES TOTAL	.00	.00	.00	.00	.00
	CONTRACTUAL SERVICES TOTAL	.00	.00	.00	.00	.00
	APPROPRIATIONS TOTAL	25,000.00	.00	6,250.00	25.00	18,750.00
		=====	=====	=====	=====	=====
	INDUSTRIAL TOTAL	25,000.00	.00	6,250.00	25.00	18,750.00
		=====	=====	=====	=====	=====
	APPROPRIATIONS TOTAL	227,115.00	121,038.89	121,038.89	53.29	106,076.11
		=====	=====	=====	=====	=====
	LIBRARY TOTAL	227,115.00	121,038.89	121,038.89	53.29	106,076.11
		=====	=====	=====	=====	=====
	PERSONNEL SERVICES TOTAL	26,650.00	443.51	716.95	2.69	25,933.05
	COMMODITIES TOTAL	58,200.00	558.98	2,298.98	3.95	55,901.02
	CONTRACTUAL SERVICES TOTAL	12,378.00	503.52	503.52	4.07	11,874.48
	APPROPRIATIONS TOTAL	1,000.00	.00	.00	.00	1,000.00
	CAPITAL OUTLAY TOTAL	1,500.00	.00	.00	.00	1,500.00
		=====	=====	=====	=====	=====
	PUBLIC RECREATION TOTAL	99,728.00	1,506.01	3,519.45	3.53	96,208.55
		=====	=====	=====	=====	=====
	COMMODITIES TOTAL	238,489.00	4,618.28	3,556.31	1.49	234,932.69
	CAPITAL OUTLAY TOTAL	.00	.00	.00	.00	.00
		=====	=====	=====	=====	=====
	SPECIAL GAS TAX TOTAL	238,489.00	4,618.28	3,556.31	1.49	234,932.69
		=====	=====	=====	=====	=====
	CONTRACTUAL SERVICES TOTAL	.00	.00	.00	.00	.00
	EXPENDITURES TOTAL	.00	.00	.00	.00	.00
	APPROPRIATIONS TOTAL	.00	.00	.00	.00	.00
		=====	=====	=====	=====	=====

BUDGET REPORT
CALENDAR 2/2023, FISCAL 2/2023

PCT OF FISCAL YTD 16.6%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
	SPECIAL IMPROVEMENT TOTAL	.00	.00	.00	.00	.00
		=====	=====	=====	=====	=====
	CONTRACTUAL SERVICES TOTAL	.00	.00	.00	.00	.00
	EXPENDITURES TOTAL	.00	.00	.00	.00	.00
	APPROPRIATIONS TOTAL	.00	.00	.00	.00	.00
		=====	=====	=====	=====	=====
	SANITARY SEWER IMPROVEMENT TOTAL	.00	.00	.00	.00	.00
		=====	=====	=====	=====	=====
	CONTRACTUAL SERVICES TOTAL	.00	.00	.00	.00	.00
	EXPENDITURES TOTAL	.00	.00	.00	.00	.00
	TRANSFERS IN TOTAL	.00	.00	.00	.00	.00
		=====	=====	=====	=====	=====
	FIRE TRUCK LEASE/PURCHASE TOTAL	.00	.00	.00	.00	.00
		=====	=====	=====	=====	=====
	APPROPRIATIONS TOTAL	16,558.00	1,500.00	1,500.00	9.06	15,058.00
	CAPITAL OUTLAY TOTAL	.00	.00	.00	.00	.00
		=====	=====	=====	=====	=====
	SPECIAL PARKS & REC TOTAL	16,558.00	1,500.00	1,500.00	9.06	15,058.00
		=====	=====	=====	=====	=====
	BOND & INTEREST TOTAL	101,300.00	.00	.00	.00	101,300.00
		=====	=====	=====	=====	=====
	BOND & INTEREST TOTAL	101,300.00	.00	.00	.00	101,300.00
		=====	=====	=====	=====	=====
	BOND & INTEREST TOTAL	326,450.00	33,225.00	33,225.00	10.18	293,225.00
		=====	=====	=====	=====	=====
	POOL SALES TAX TOTAL	326,450.00	33,225.00	33,225.00	10.18	293,225.00
		=====	=====	=====	=====	=====
	APPROPRIATIONS TOTAL	.00	.00	.00	.00	.00
		=====	=====	=====	=====	=====
	AIRPORT REPAIRS TOTAL	.00	.00	.00	.00	.00
		=====	=====	=====	=====	=====
	BOND & INTEREST TOTAL	.00	.00	.00	.00	.00
		=====	=====	=====	=====	=====
	2010 STREET BOND PROJECTS TOTAL	.00	.00	.00	.00	.00
		=====	=====	=====	=====	=====
	STREET REPAIRS TOTAL	910,709.00	8,855.00	8,855.00	.97	901,854.00
		=====	=====	=====	=====	=====
	STREET SALES TAX TOTAL	910,709.00	8,855.00	8,855.00	.97	901,854.00
		=====	=====	=====	=====	=====
	PERSONNEL SERVICES TOTAL	205,800.00	15,640.15	40,558.30	19.71	165,241.70
	COMMODITIES TOTAL	29,250.00	1,439.23	1,451.33	4.96	27,798.67
	CONTRACTUAL SERVICES TOTAL	80,200.00	10,554.75	10,554.75	13.16	69,645.25

BUDGET REPORT
CALENDAR 2/2023, FISCAL 2/2023

PCT OF FISCAL YTD 16.6%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
	CAPITAL OUTLAY TOTAL	140,459.00	.00	.00	.00	140,459.00
	APPROPRIATIONS TOTAL	.00	.00	.00	.00	.00
		=====	=====	=====	=====	=====
	REFUSE DISPOSAL TOTAL	455,709.00	27,634.13	52,564.38	11.53	403,144.62
		=====	=====	=====	=====	=====
	PERSONNEL SERVICES TOTAL	299,000.00	22,927.92	53,098.02	17.76	245,901.98
	COMMODITIES TOTAL	68,500.00	7,318.49	7,318.49	10.68	61,181.51
	CONTRACTUAL SERVICES TOTAL	70,500.00	10,842.71	9,360.88	13.28	61,139.12
	CAPITAL OUTLAY TOTAL	127,413.00	.00	.00	.00	127,413.00
	BOND & INTEREST TOTAL	71,293.00	35,634.86	35,634.86	49.98	35,658.14
	DEPRECIATION TOTAL	.00	.00	.00	.00	.00
	APPROPRIATIONS TOTAL	.00	.00	.00	.00	.00
		=====	=====	=====	=====	=====
	WASTE WATER TOTAL	636,706.00	76,723.98	105,412.25	16.56	531,293.75
		=====	=====	=====	=====	=====

DRAFT
CLAY CENTER CITY COUNCIL MEETING MINUTES
MARCH 7, 2023

The Clay Center City Council met in regular session on March 7, 2023 in the Council Chambers. Mayor Thatcher called the meeting to order at 5:30 p.m. City Council members in attendance were Elton Hess, Daton Hess, Karla Sweet, Phil Kasper, Mike Schultze, Mike Peerson and Theresa Charbonneau. Also present were City Attorney Dusty Mullin and City Clerk Kerry Rozman. Councilor Hoover was absent.

The minutes from the Public Utilities Commission meeting on February 21, 2023 and Public Utilities Commission Appropriations Nos. 2677 and 2678 were presented for review.

The Consent Agenda consisted of the meeting minutes of February 21, 2023 and Appropriation Ordinances Nos. 3968 and 3969. A motion was made by Councilor D. Hess seconded by Councilor Sweet to approve the Consent Agenda in its entirety. Roll call vote: Yeas: Schultze, Charbonneau, E. Hess, Kasper, Sweet, D. Hess and Peerson. Nays: None.

A motion was made by Councilor Kasper seconded by Councilor Schultze to approve Resolution No. 1656 Authorizing the Redemption and Payment of Its Taxable Industrial Revenue Bonds, Series 2016, (Farmway Co-op, Inc.) and the Sale and Conveyance of Certain Property to Central Valley Ag Cooperation. Roll call vote: Yeas: Sweet, E. Hess, Charbonneau, D. Hess, Peerson, Schultze and Kasper. Nays: None.

Karen Buckner received two bids for cemetery mowers. Bruna Implement submitted a bid for a 2023 Grasshopper 725 Diesel with 3761 61" Rear Discharge Deck in the amount of \$23,350.00, minus a trade-in allowance of \$13,400.00 for a total of \$9,950.00. Hometown Outdoor Power, Inc. out of Minneapolis, KS for a Grasshopper 725DT with 3761 61" Rear Discharge Deck in the amount of \$22,695.00 minus a trade-in allowance of \$11,995.00 for a total of \$10,700.00. A motion was made by Councilor Kasper seconded by Councilor Schultze to approve the mower bid from Bruna Implement in the amount of \$9,950.00. Motion carried 7-0.

A motion was made by Councilor Schultze seconded by Councilor Kasper to approve the Liquor License for KADS, LLC d/b/a South Side Liquor. Motion carried 7-0.

Committee Reports as follows:

Administrative: Councilor Sweet reported on the following: No report

Public Safety: Councilor Schultze reported on the following: 1. Building permit for Mackir, LLC for a shipping container located at 516 Grant Street. 2. Building permit for Jerrod Ryals d/b/a Five Creek Automotive for a building addition located at 1024 9th Street. 3. The committee met with Chief Robinson informing them that the 5-year contract with Axon for the video cameras, tasers and software expires on April 15, 2023. He would like to renew the contract for all three over a 5-year period for an overall total of \$52,672.10. This can be paid 5 installments without interest. This will be on the March 21 agenda for action. 4. Chief Ihnen would like to purchase two air-paks for the fire department. Quotes for the air-paks will be on the March 21 agenda for action.

Public Services: Councilor D. Hess report on the following: 1. KRWA would like to use the Wastewater Treatment Plant on August 21st to teach one of their classes. 2. The new building at the Wastewater Plant is near completion. 3. The Street Department helped Grow Clay County with the installation of the wayfinding signs. 4. Vogts-Parga will be starting the concrete work soon for the 2023 curb and gutter and sidewalk projects.

Property and Recreation: Councilor Kasper reported on the following: 1. There will be a committee meeting prior to the next council meeting.

Motion was made by Councilor Kasper seconded by Councilor Sweet to adjourn the meeting. Motion carried 7-0.

JAMES R THATCHER, Mayor

ATTEST:

KERRY ROZMAN, City Clerk

**APPROPRIATION ORDINANCE
And
WARRANT REGISTER**

No. 3970

March 10, 2023

An Ordinance making appropriation for the payment of certain claims. Be it ordained by the Mayor and the Council of the City of Clay Center, Kansas:

Sec. 1. That in order to pay claims hereinafter stated which have been properly audited and approved, there is hereby appropriated out of the respective funds in the city treasury the following amounts to-wit:

Payroll period **February 22nd thru March 7th, 2023**

<u>Base</u>	<u>Emp/Ben</u>	<u>W/H Taxes</u>	<u>B/C</u>	<u>Net</u>	<u>Vouchers</u>
<u>\$60,440.73</u>	<u>\$7,945.81</u>	<u>\$6,064.45</u>	<u>\$1,895.81</u>	<u>\$44,534.66</u>	

Sec. 2. That this Ordinance shall take effect and be in force from and after its passage.

Passed and Signed this 10th day of **March, 2023**.

(SEAL)

Mayor

Attested:

City Clerk

CLAIMS REPORT

Check Range: 3/11/2023- 3/21/2023

APPROPRIATIONS NO. 3971

INVOICE#	VENDOR NAME	INVOICE DESCRIPTION	INVOICE AMT	VENDOR TOTAL	CHECK#	CHECK DATE
GENERAL OPERATING FUND						
NON DEPARTMENT						
PR20210629	EMPOWER RETIREMENT	457- AFTER TAX				
PR20210727	EMPOWER RETIREMENT	457- AFTER TAX				
3/7/23	LEISZLER OIL CO.	CASE# 22-266-COURT	12.16			
3/9/23	LEISZLER OIL CO.	CASE#22-373-COURT	10.83	22.99		
3/2/23	RAY'S APPLE MARKET	CASE# 22-424-COURT		22.95		
7/19/22	RETAILERS SALES TAX	POOL SALES TAX				
3/15/23	SHAWN JOHNSON	BOND REFUND CASE#20-140-COURT		387.48		

00 NON DEPARTMENT TOTAL				433.42		
GENERAL						
FEBRUARY 2023	BIG LAKES DEVELOPMENTAL CENTER	FEB'23 JANITORIAL SERVICES-GG		550.00		
FEBRUARY 2023	CLAY CENTER PUBLIC UTILITIES	GG		143.37	11071936	3/21/23
1939	CLAY CENTER PUBLISHING CO INC	CLAYOPOLY SPONSOR-GG		125.00		
0042	COLUMN SOFTWARE	ORD.2452-GG		12.32		
895-22-2	GORDON CPA	AUDIT-GG		7,055.00		
12697	HR PARTNERS	HR CONSULTING RETAINER-GG		300.00		
FEBRUARY 2023	KANSAS GAS SERVICE	GG		1,444.16		
FEB'23MAYOR	LEISZLER OIL CO.	FUEL-MAYOR-GG		245.10		
113908	NETWORK COMPUTER SOLUTIONS	COMPUTER PATCH-GG		12.50		
3/7/23	PETTY CASH	MILEAGE REIMBURSE-MTI-KR-GG		211.90		
563	RYAN & MULLIN LLC	CITY ATTORNEY-GG		2,619.98		
FEBRUARY 2023	TWIN VALLEY TELEPHONE	PHONES-GG		528.96		
FEBRUARY 2023 VISA	UNITED BANK & TRUST	CLEANING SUPPLIES-GG		303.03		
FEB'23GG	WALL'S TRUE VALUE INC	TAPE-GG		7.99		

01 GENERAL TOTAL				13,559.31		
POLICE						
FEB'23 POLICE	AVERY AUTO PARTS INC	HEADLIGHT-POLICE		23.18		
FEBRUARY 2023	CLAY CENTER PUBLIC UTILITIES	POLICE		6.00	11071936	3/21/23
FEB'23POLICE	CENTRAL VALLEY AG	FUEL-POLICE		816.26		
4147173452POLICE	CINTAS CORPORATION	SOAP-POLICE		9.92		
3/15/23	CLAY CENTER POLICE DEPT/	MAR'23 CLOTHING ALLOW-POLICE		60.00		
FEB'23POLICE	CLAY COUNTY LUMBER AND SUPPLY	BATTERY,PAINT-POLICE		103.97		
FEBRUARY 2023	CLAY COUNTY SHERIFF'S DEPT	PRISONER BOARD/LODGING-POLICE		75.00		
023660707	GALLS, LLC	FAST-TAC PANTS-POLICE		258.43		
FEB'23POLICE	GIBSON PRODUCTS CO #8259L	BULLETIN BOARD-POLICE		24.99		
187680/2	KA-COMM INC	RADIOS-POLICE		5,379.17		
FEB'23 POLICE	LEISZLER OIL CO.	CARWASH TOKENS-POLICE		35.00		
FEB'23 POLICE	MSC-410526 DOLLAR GENERAL	SUPPLIES-POLICE		59.95		
FEB'23 POLICE	NKC TIRE	TIRES'19 CHARGER-POLICE		512.40		
3/14/23	PETTY CASH	BOOT REIMBURSE-SG-POLICE		145.99		
32192	THE FEED SHED	K9 CARE-POLICE		99.98		

02 POLICE TOTAL				7,610.24		
FIRE						
FEB'23 FIRE	AVERY AUTO PARTS INC	ANTI-FREEZE,FITTINGS-FIRE		106.51		
FEBRUARY 2023	CLAY CENTER PUBLIC UTILITIES	FIRE		557.85	11071936	3/21/23
FEB'23FIRE	CLAY CENTER AUTO PARTS	BATTERIES,OIL,LIGHTS-FIRE		831.05		
FEB'23 FIRE	CLAY COUNTY LUMBER AND SUPPLY	PIPE THREAD-FIRE		4.99		

CLAIMS REPORT

Check Range: 3/11/2023- 3/21/2023

INVOICE#	VENDOR NAME	INVOICE DESCRIPTION	INVOICE AMT	VENDOR TOTAL	CHECK#	CHECK DATE
FEBRUARY 2023	KANSAS GAS SERVICE	FIRE		821.13		
FEB'23 FIRE	LEISZLER OIL CO.	FUEL-FIRE		404.48		
D6DF81CE-0006	MATHIS REHAB	PHYSICAL-MSH-FIRE		125.00		
FEB'23FIRE	PATTERSON HEALTH MART	NFPA,SCALE,INK-FIRE		625.76		
73457	PENGUIN MANAGEMENT, INC.	ANNUAL DISPATCH FEE-FIRE		3,300.00		
FEBRUARY 2023	TWIN VALLEY TELEPHONE	PHONES-FIRE		102.85		
FEB'23FIRE	UNIFIRST CORPORATION	MOPS,TOWELS,WIPERS-FIRE		91.20		
FEBRUARY 2023 VISA	UNITED BANK & TRUST	SCAFFA-RA,JG-FIRE		50.00		
FEB'23FIRE	WALL'S TRUE VALUE INC	TAPE,CO DETECTOR-FIRE		156.94		
18990	WFE FIRE & SAFETY EQUIPMENT	LED LIGHT-FIRE		356.79		
		03 FIRE TOTAL		7,534.55		
	HIGHWAY					
FEB'23ST	AVERY AUTO PARTS INC	HYD.HOSES-STREET		791.25		
FEBRUARY 2023	CLAY CENTER PUBLIC UTILITIES	STREET		533.32	11071936	3/21/23
FEB'23STREET	CENTRAL VALLEY AG	FUEL-STREET		2,062.45		
FEB'23 STREET	CLAY CENTER AUTO PARTS	FILTERS,BATTERY-STREET		3,596.46		
FEB'23ST	CLAY COUNTY LUMBER AND SUPPLY	LUMBER,PLYWOOD,HOSE-STREET		297.01		
KSCON93890/71	FASTENAL	HARDWARE-STREET		71.92		
38337	GARAGE DOOR PLACE INC	DOOR REPAIR-STREET		481.00		
FEB'23ST	GIBSON PRODUCTS CO #8259L	GLOVES,TAPE MEAS.-STREET		116.31		
FEBRUARY 2023	KANSAS GAS SERVICE	STREET		534.03		
FEB'23ST	KIER'S THRIFTWAY	WATER REFILL-ACCT#3818-STREET		34.32		
FEB'23ST	NKC TIRE	TIRE REPAIR-STREET		27.00		
FEB'23ST	PATTERSON HEALTH MART	RADIO-STREET		39.99		
3/2/23	PETTY CASH	COMM.APPLICATOR-KS-STREET		357.64		
FEB'23ST	PRAIRIELAND PARTNERS LLC	CHAINSAW REPAIRS-STREET		348.25		
38337	RANDY WAGNER	SALT SPREADER-STREET		800.00		
302289	TMHC SERVICES, INC.	5 STREET PARTICIPANTS		30.25		
FEB'23ST	TRACTOR SUPPLY	GLOVES-STREET		37.47		
FEBRUARY 2023	TWIN VALLEY TELEPHONE	PHONES-STREET		70.89		
FEB'23ST	UNIFIRST CORPORATION	JEANS-STREET		195.60		
FEBRUARY 2023 VISA	UNITED BANK & TRUST	WAYFINDING SIGNS-STREET		207.90		
41164P	VALLEYWIDE SALES INC	ARGON-STREET		72.50		
		04 HIGHWAY TOTAL		10,705.56		
	PARK					
FEBRUARY 2023	CLAY CENTER PUBLIC UTILITIES	PARKS		517.91	11071936	3/21/23
FEB'23PARKS	CENTRAL VALLEY AG	FUEL-PARKS		215.29		
4147868562/8576021/9	CINTAS CORPORATION	JEANS-PARKS		130.37		
FEB'23PARKS	CLAY COUNTY LUMBER AND SUPPLY	TREATED LUMBER-PARKS		338.12		
FEB'23 PARKS	GIBSON PRODUCTS CO #8259L	ADHESIVE-PARKS		19.98		
FEBRUARY 2023	KANSAS GAS SERVICE	PARKS		619.58		
FEB'23PARKS	NKC TIRE	TIRES '19 RAM-PARKS		645.20		
3/14/2023	PETTY CASH	TREE CITY USA-PARKS		20.00		
FEB'23 PARKS	RAY'S APPLE MARKET	PROPANE-PARKS		69.93		
FEBRUARY 2023	TWIN VALLEY TELEPHONE	PHONES-PARKS		70.89		
FEBRUARY 2023 VISA	UNITED BANK & TRUST	TC BOOTS-PARKS		98.21		
18525	VAN DIEST SUPPLY COMPANY	HERBICIDE-PARKS		1,214.87		
FEB'23 PARKS	WALL'S TRUE VALUE INC	PAINT-PARKS		424.57		

CLAIMS REPORT

Check Range: 3/11/2023- 3/21/2023

INVOICE#	VENDOR NAME	INVOICE DESCRIPTION	INVOICE AMT	VENDOR TOTAL	CHECK#	CHECK DATE
		06 PARK TOTAL		4,384.92		
	POOL					
FEBRUARY 2023	CLAY CENTER PUBLIC UTILITIES	POOL		929.66	11071936	3/21/23
FEBRUARY 2023	KANSAS GAS SERVICE	POOL		95.84		
FEBRUARY 2023 VISA	UNITED BANK & TRUST	KDA LICENSE-POOL		220.00		
		07 POOL TOTAL		1,245.50		
	CEMETERY					
3/6/23	BLUEVILLE NURSERY INC.	8 TREES-CEMETERY		2,205.00		
FEBRUARY 2023	CLAY CENTER PUBLIC UTILITIES	CEMETERY		634.87	11071936	3/21/23
FEB'23CEM	CENTRAL VALLEY AG	FUEL-CEMETERY		129.73		
FEB'23 CEMETERY	CLAY CENTER AUTO PARTS	AIR HOSE, COUPLER, PLUG-CEMETERY		62.47		
FEB'23CEM	GIBSON PRODUCTS CO #8259L	SUPPLIES-CEMETERY		44.74		
FEBRUARY 2023	KANSAS GAS SERVICE	CEMETERY		151.52		
FEB'23	KAREN BUCKNER	1/2 GAS BILL-CEMETERY		173.07		
FEB'23CEM	KIER'S THRIFTWAY	SUPPLIES-ACCT#3632-CEMETERY		30.14		
FEB'23CEMETERY	LEISZLER OIL CO.	CARWASH TOKENS-CEMETERY		10.50		
FEB'23CEM	NKC TIRE	SERVICE '16 FORD-CEMETERY		65.77		
FEBRUARY 2023	TWIN VALLEY TELEPHONE	PHONES-CEMETERY		70.89		
		08 CEMETERY TOTAL		3,578.70		
	MUNICIPAL COURT					
381/2/3/4/5/6	BRENDA JORDAN LAW OFFICE	#20-140/146/160/226/227,22-294		2,079.64		
587	RYAN & MULLIN LLC	CITY PROSECUTOR-COURT		3,290.00		
FEBRUARY 2023	TWIN VALLEY TELEPHONE	PHONES-COURT		30.87		
		09 MUNICIPAL COURT TOTAL		5,400.51		
		100 GENERAL OPERATING FUND TOTAL		54,452.71		
	AIRPORT					
	NON DEPARTMENT					
FEBRUARY 2023	CLAY CENTER PUBLIC UTILITIES	AIRPORT		419.88	11071936	3/21/23
203910	IMA FINANCIAL GROUP INC	LIABILITY RENEWAL-AIRPORT		1,617.00		
FEBRUARY 2023	KANSAS GAS SERVICE	AIRPORT		273.41		
58663-1	KRAMER OIL CO., INC.	AVIATION GAS-AIRPORT		10,002.46		
3/21/23	RETAILERS SALES TAX	FUEL SALES TAX-AIRPORT		89.25	11071935	3/21/23
FEBRUARY 2023	TWIN VALLEY TELEPHONE	PHONES-AIRPORT		141.77		
FEBRUARY 2023 VISA	UNITED BANK & TRUST	ECHOSAT, EKOS-AIRPORT	266.73			
MAY 2021	UNITED BANK & TRUST	AIRPORT CREDIT CARD CHARGES		266.73		
		00 NON DEPARTMENT TOTAL		12,810.50		
		210 AIRPORT TOTAL		12,810.50		

INDUSTRIAL

CLAIMS REPORT

Check Range: 3/11/2023- 3/21/2023

INVOICE#	VENDOR NAME	INVOICE DESCRIPTION	INVOICE AMT	VENDOR TOTAL	CHECK#	CHECK DATE
121	NON DEPARTMENT GROW CLAY COUNTY	2ND QTR CONTRACT SERVICES-IND.		6,250.00		
		00 NON DEPARTMENT TOTAL		6,250.00		
		225 INDUSTRIAL TOTAL		6,250.00		
14714 FEBRUARY 2023 AUGUST 2020 44641 18525REC	PUBLIC RECREATION NON DEPARTMENT ARLAN COMPANY INC CLAY CENTER PUBLIC UTILITIES CLAY CENTER PUBLIC UTILITIES TW SPORTSWEAR, LLC VAN DIEST SUPPLY COMPANY	MVP-PUBLIC RECREATION PUBLIC RECREATION PUBLIC RECREATION VB SHIRTS-PUBLIC RECREATION HERBICIDE-PUBLIC RECREATION	503.42	1,976.00 503.42 86.04 838.38	11071936	3/21/23
		00 NON DEPARTMENT TOTAL		3,403.84		
		235 PUBLIC RECREATION TOTAL		3,403.84		
SMS656625	SPECIAL GAS TAX NON DEPARTMENT BAYER CONSTRUCTION CO INC	ROAD MATERIAL-STREET		463.98		
		00 NON DEPARTMENT TOTAL		463.98		
		245 SPECIAL GAS TAX TOTAL		463.98		
81115 248722/3 395	RESERVE FUNDS NON DEPARTMENT BLACK RAIN ORDNANCE, INC CASCO INDUSTRIES INC ROLLING HILLS CONSTRUCTION	DUTY WEAPON-GW-POLICE RES. HELMET,VISOR,LIGHTING-FIRE RES BATHROOM REMODEL FINAL-RESERVE		1,322.00 1,067.00 28,287.65		
		00 NON DEPARTMENT TOTAL		30,676.65		
		260 RESERVE FUNDS TOTAL		30,676.65		
R1230501120763	BOND & INTEREST NON DEPARTMENT STATE OF KANSAS STATE TREAS.	BI#:0125090519658-INTEREST		8,150.00		
		00 NON DEPARTMENT TOTAL		8,150.00		
		310 BOND & INTEREST TOTAL		8,150.00		
E08429/30	STREET SALES TAX NON DEPARTMENT KAW VALLEY ENGINEERING	'23/'24 CCLIP-STREET		4,557.00		

CLAIMS REPORT
Check Range: 3/11/2023- 3/21/2023

INVOICE#	VENDOR NAME	INVOICE DESCRIPTION	INVOICE AMT	VENDOR TOTAL	CHECK#	CHECK DATE
		00 NON DEPARTMENT TOTAL		4,557.00		
		430 STREET SALES TAX TOTAL		4,557.00		
	REFUSE DISPOSAL NON DEPARTMENT					
FEB'23ST	AVERY AUTO PARTS INC	OIL FILTER-REFUSE		87.28		
FEB'23 STREET	CLAY CENTER AUTO PARTS	AIR FILTERS-REFUSE		81.22		
2/28/23	CLAY COUNTY SANITARY LANDFILL	FEB'23 SOLID WASTE-REFUSE		4,595.68		
PR20210629	EMPOWER RETIREMENT	457- AFTER TAX				
PR20210727	EMPOWER RETIREMENT	457- AFTER TAX				
2/28/23	KCLY	TRASH SCHEDULE-REFUSE		105.00		
FEB'23 REFUSE	LEISZLER OIL CO.	FUEL-REFUSE		846.30		
302289	TMHC SERVICES, INC.	2 REFUSE PARTICIPANTS		12.10		
FEB'23ST	UNIFIRST CORPORATION	JEANS-REFUSE		47.52		
		00 NON DEPARTMENT TOTAL		5,775.10		
		905 REFUSE DISPOSAL TOTAL		5,775.10		
	WASTE WATER NON DEPARTMENT					
FEB'23WW	AVERY AUTO PARTS INC	OIL, SWITCH-WASTEWATER		137.79		
FEBRUARY 2023	CLAY CENTER PUBLIC UTILITIES	WASTEWATER		4,346.94	11071936	3/21/23
FEB'23WW	CENTRAL VALLEY AG	FUEL-WASTEWATER		429.84		
FEB'23WW	CLAY COUNTY LUMBER AND SUPPLY	HARDWARE, PAINT-WASTEWATER		17.54		
FEB'23WW	GIBSON PRODUCTS CO #8259L	PAINT-WASTEWATER		67.47		
2/23/23	JAY DEE COLT	BOLTS-WASTEWATER		30.00		
FEBRUARY 2023	KANSAS GAS SERVICE	WASTEWATER		775.37		
2/22/23	KRWA	'23 CONFERENCE-EH, KH-WW		560.00		
FEBRUARY 2023	TWIN VALLEY TELEPHONE	PHONES-WASTEWATER		132.63		
FEB'23WW	UNIFIRST CORPORATION	JEANS-WASTEWATER		179.00		
I100080	UNIFIRST FIRST AID	AED INSPECTION-WASTEWATER		13.99		
05208626/588/85	UNIVERSAL LLC	CLEANER, CUT-OFF WHEEL-WW		966.49		
		00 NON DEPARTMENT TOTAL		7,657.06		
		910 WASTE WATER TOTAL		7,657.06		
		Accounts Payable Total		134,196.84		
		Invoices: Paid		8,682.47		
		Invoices: Scheduled		125,514.37		

(Published in the Clay Center Dispatch March____, 2023)

ORDINANCE NO. 2453

AN ORDINANCE RELATING TO ZONING IN THE CITY OF CLAY CENTER, KANSAS,
RE-ZONING THE FOLLOWING DESCRIBED REAL ESTATE LOCATED AT :

LOTS TWO AND THREE (2 & 3), EXCEPT THAT PART THEREOF
CONVEYED TO THE CITY OF CLAY CENTER, KANSAS FOR STREET
PURPOSES, AS SET OUT IN THE DEED RECORDED IN DEED BOOK 113,
PAGE 793 IN THE OFFICE OF THE REGISTER OF DEEDS, CLAY COUNTY,
KANSAS AND LOTS FOUR AND FIVE (4 & 5) ALL IN BLOCK ONE (1) OF
EBERLY'S FIRST ADDITION TO THE CITY OF CLAY CENTER, CLAY
COUNTY, KANSAS.

ALSO KNOWN AS : 824 BRIDGE STREET

FROM R-1 TO C-2 GENERAL COMMERCIAL DISTRICT

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF CLAY CENTER,
KANSAS;

Section 1: Has reviewed the request for re-zoning and has observed that the City Planning Commission has followed the City Code, City Zoning Ordinance as adopted by the City November 3, 2015, and State Statutes with regards to the procedures required, in notifying adjacent landowners and holding a public hearing.

Section 2: Has carefully considered the matter of re-zoning all of the following tract of real estate:

LOTS TWO AND THREE (2 & 3), EXCEPT THAT PART THEREOF
CONVEYED TO THE CITY OF CLAY CENTER, KANSAS FOR STREET
PURPOSES, AS SET OUT IN THE DEED RECORDED IN DEED BOOK 113,
PAGE 793 IN THE OFFICE OF THE REGISTER OF DEEDS, CLAY COUNTY,
KANSAS AND LOTS FOUR AND FIVE (4 & 5) ALL IN BLOCK ONE (1) OF
EBERLY'S FIRST ADDITION TO THE CITY OF CLAY CENTER, CLAY
COUNTY, KANSAS.

to C-2 General Commercial District.

Section 3: By application duly made to the Planning Commission, by the Owner of said real estate, with more than twenty (20) days' notice, publication was made in the official City newspaper by the City Planning Commission of a public hearing regarding the advisability of placing said lots in C-2 General Commercial and said hearing was conducted, pursuant to K.S.A. 12-757 by the Planning Commission on March 21, 2023, at 7:30 a.m. at City Hall, 427 Court Street, Clay Center, Kansas. After

hearing, the Planning Commission has recommended to the Governing Body after a unanimous favorable vote of _____ Yays and _____ Nays, that said Lot be placed in Zone C-2 General Commercial District pursuant to the property owner's request.

Section 4: That the following described real estate:

LOTS TWO AND THREE (2 & 3), EXCEPT THAT PART THEREOF CONVEYED TO THE CITY OF CLAY CENTER, KANSAS FOR STREET PURPOSES, AS SET OUT IN THE DEED RECORDED IN DEED BOOK 113, PAGE 793 IN THE OFFICE OF THE REGISTER OF DEEDS, CLAY COUNTY, KANSAS AND LOTS FOUR AND FIVE (4 & 5) ALL IN BLOCK ONE (1) OF EBERLY'S FIRST ADDITION TO THE CITY OF CLAY CENTER, CLAY COUNTY, KANSAS.

Also known as 824 Bridge Street, Clay Center, Kansas 67432

Be placed in and hereinafter designated as C-2 General Commercial District, as defined by the City Zoning Ordinance, adopted by the City Council of the City of Clay Center on November 3, 2015.

Section 5: That the official Zoning Map shall be amended to reflect said amendment in zoning.

Section 6: This Ordinance shall be effective immediately, with the statutory protest period of fourteen (14) days after publication to begin upon the publication date, and not upon the effective date. In order to protest, one or more interested parties shall file a written protest before the expiration of such fourteen (14) days. In the event of a valid written protest, proceedings will be conducted in due course in accordance with K.S.A. 12-757.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON MARCH 21, 2023.

James R. Thatcher, Jr., Mayor

ATTEST:

Kerry Rozman, City Clerk
(SEAL)

Lakeside Construction LLC
PO Box 55
Milford, KS 66514 US
lakesideconst.llc@gmail.com



Estimate

ADDRESS
Clay Center Parks & Rec
210 W Dexter st
Clay Center, KS 67432

ESTIMATE 1085
DATE 03/12/2023

DATE	SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
	Services	Install 375 ft of 1 in CTS Poly water line. Tapping or tying into a 2 in poly CTS.		2,800.00	2,800.00
	Services	Install 285 ft of 4 in sch 40 or alike sewer line with cleanout, tie into existing sewer line near 12th St. Sewer will be embedded in sand.		5,000.00	5,000.00
	Services	Install 285 ft of 6 in sch 40 or alike sewer line with cleanout, tie into existing sewer line near 12th St. Sewer line will be embedded in sand		6,500.00	6,500.00
TOTAL					\$14,300.00

Accepted By

Accepted Date

Mel's Pump & Plumbing, Inc

208 S. 6th Street
Clay Center, KS 67432

Estimate

Date	Estimate #
3/14/2023	56

Name / Address
Clay Center Parks Dept P. O. Box 117 Clay Center Ks 67432

			Project
Qty	Description	Rate	Total
	PROPOSED SITE FOR SEWER MAY NOT WORK, DEPENDING ON DEPTH OF CITY SEWER. QUOTED A STOP AND WASTE VALVE BY WATER METER TO DRAIN PROPOSED RESTROOM AND HAVE VALVE TO ISOLATE IT. ADDED TRACER WIRE TO WATER LINE NEED COPY OF PEC FROM STATE		
1	TOTAL PARTS	5,738.16	5,738.16
1	TOTAL LABOR	4,736.00	4,736.00
		Subtotal	\$10,474.16
		Sales Tax (9.5%)	\$0.00
		Total	\$10,474.16



1900 East Military Avenue
Suite 276
Fremont, NE 68025

\$ 16,734.94

Quote

Quote # QT1657621
Date 01/18/2023
Expires 02/02/2023
Sales Rep Chew, Dwayne
Shipping Method FedEx Ground
Customer CLAY CENTER, CITY OF (KS)
Customer # C30903

Bill To

CLAY CENTER, CITY OF
P.O. BOX 117
CLAY CENTER KS 67432
United States

Ship To

CLAY CENTER FIRE DEPT
504 GRANT
Clay Center KS 67432
United States

X8814025305304

Air-Pak X3 Pro SCBA (2018 Edition) with CGA,
Parachute Buckles, 4.5, Standard, No Accessory
Pouch, E-Z Flo+ Regulator with Quick Disconnect Hose
(Rectus-type fittings), Universal EBSS, None, No, Pak-
Tracker, No Case, 2 SCBA Per Box

2 \$6,831.11 \$13,662.22

Thank You!!!

Subtotal \$13,662.22
Shipping Cost \$0.00
Tax Total \$0.00
Total \$13,662.22

This Quotation is subject to any applicable sales tax and shipping & handling charges that may apply. Tax and shipping charges are considered estimated and will be recalculated at the time of shipment to ensure they take into account the most current information.

All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee.

Custom orders are not returnable. Effective tax rate will be applicable at the time of invoice.



QT1657621



1900 East Military Avenue
Suite 276
Fremont, NE 68025

Quote

Quote #	QT1657619
Date	01/18/2023
Expires	02/02/2023
Sales Rep	Chew, Dwayne
Shipping Method	FedEx Ground
Customer	CLAY CENTER, CITY OF (KS)
Customer #	C30903

Bill To

CLAY CENTER, CITY OF
P.O. BOX 117
CLAY CENTER KS 67432
United States

Ship To

CLAY CENTER FIRE DEPT
504 GRANT
Clay Center KS 67432
United States

201582-11

Scott Sight System-MD 4-ST

2	\$1,536.36	\$3,072.72
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Thank You!!!

Subtotal	\$3,072.72
Shipping Cost	\$0.00
Tax Total	\$0.00
Total	\$3,072.72

This Quotation is subject to any applicable sales tax and shipping & handling charges that may apply. Tax and shipping charges are considered estimated and will be recalculated at the time of shipment to ensure they take into account the most current information.

All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee.

Custom orders are not returnable. Effective tax rate will be applicable at the time of invoice.



QT1657619

113 North Griffith Road
Carroll, Iowa 51401
712-792-3143 fax 712-792-6658

Work

Name	Clay Center Fire Department		
Address	504 Grant Ave		
City	Clay Center	State	KS ZIP 67432
Phone	785-632-5606		

Date	1/18/2023
Order No.	
Rep	Yarnell
FOB	Clay Center, KS

	SubTotal	\$16,551.02
Shipping & Handling		\$0.00
Taxes		
	TOTAL	\$16,551.02

- ☒ Cash
- ☐ Check
- ☐ Credit Card

Name _____
CC # _____
Expires _____

Office Use Only

Police Department



539 LINCOLN AVE • CLAY CENTER, KS 67432

Phone: [785] 632-2121 • Fax: [785] 632-5900 • citypolicedept@claycenterks.com

"The City Beautiful"

March 1, 2023

The Police Department currently has a 5-year contract with Axon. The contract expires April 15, 2023. Axon is the company that supplies our body worn video cameras, Tasers, and Evidence.com software. Axon is the only company that provides these products. Our current yearly payments are \$3753.00.

Axon is basically forcing us to buy new Tasers by not supporting them with their liability assistance after 5-years of use. Their policy states that after 5 years, they recommend no longer using them due to degradation in performance. The Tasers that we currently carry are not being made any longer. The newer Taser 7 has replaced the old X26P that we are using now. The Taser 7 has several new features that make it a more effective less-lethal weapon. Our choices are to either upgrade with a new 5-year contract which covers full warranty, or to not carry Tasers any longer. Tasers are important as they give us a less lethal option when an escalation of force is necessary. They also add to officer safety.

The Evidence.com software is the program that we use to upload, store, and transfer our body camera video using Axon's servers. This software is also used by us, the Sheriff's Department, and the City and County Attorney's offices to transfer all media and document evidence back and forth between us and defense attorneys. It is necessary that we maintain a contract for this service.

Our body worn video cameras are also 5-years old. The battery packs don't always hold a charge during the entire 12-hour shift if they are recording for long periods. The cameras are necessary to protect us and the city from litigation and for documenting our interactions with the public. The cameras on the quote are

the newest technology and have many upgrades as well as more durability. They will be eligible for a refresh after 2.5 years.

The Axon representative told me that if we bundled all the hardware and software together, we would qualify for a substantial discount. The quote for the Tasers, body cameras, and evidence.com software for 5-years is \$52,672.10 in one payment, or \$10,534.26 a year for 5-years. The quote says this price includes an \$18,018.00 discount for bundling all three items together.

I recommend approving this proposal and taking advantage of the \$10,534.26 interest free payments for 5-years.

Chief Bill Robinson
Clay Center Police



Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-454148-44985.651HT

Issued: 02/28/2023

Quote Expiration:

Estimated Contract Start Date: 05/01/2023

Account Number: 319430

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
Delivery-539 Lincoln Ave 539 Lincoln Ave Clay Center, KS 67432-2932 USA	CLAY CENTER POLICE DEPT. PO Box 115 Clay Center, KS 67432-0115 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Henry Torres Phone: Email: htortes@axon.com Fax:	Bill Robinson Phone: (785) 632-2121 Email: citypolicedept@claycenterks.com Fax: (785) 632-5900

Quote Summary

Program Length	60 Months
TOTAL COST	\$52,672.10
ESTIMATED TOTAL W/ TAX	\$52,672.10

Discount Summary

Average Savings Per Year	\$3,603.60
TOTAL SAVINGS	\$18,018.00

Payment Summary

Date	Subtotal	Tax	Total
Apr 2023	\$10,534.26	\$0.00	\$10,534.26
Apr 2024	\$10,534.46	\$0.00	\$10,534.46
Apr 2025	\$10,534.46	\$0.00	\$10,534.46
Apr 2026	\$10,534.46	\$0.00	\$10,534.46
Apr 2027	\$10,534.46	\$0.00	\$10,534.46
Total	\$52,672.10	\$0.00	\$52,672.10

Quote Unbundled Price:
Quote List Price:
Quote Subtotal:

\$70,690.10
\$52,672.10
\$52,672.10

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
Starter	Starter Bundle	7	60	\$132.49	\$89.59	\$89.59	\$37,627.80	\$0.00	\$37,627.80
A la Carte Hardware									
AB3C	AB3 Camera Bundle	7			\$749.00	\$749.00	\$5,243.00	\$0.00	\$5,243.00
AB3MBD	AB3 Multi Bay Dock Bundle	1			\$1,638.90	\$1,638.90	\$1,638.90	\$0.00	\$1,638.90
A la Carte Software									
100673	BASIC TO PRO CONVERSION	1	60		\$26.04	\$26.04	\$1,562.40	\$0.00	\$1,562.40
73883	10 GB EVIDENCE.COM A-LA-CART STORAGE	200	60		\$0.55	\$0.55	\$6,600.00	\$0.00	\$6,600.00
Total							\$52,672.10	\$0.00	\$52,672.10

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
AB3 Camera Bundle	11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2	8	04/01/2023
AB3 Camera Bundle	73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK	7	04/01/2023
AB3 Camera Bundle	74028	WING CLIP MOUNT, AXON RAPIDLOCK	8	04/01/2023
AB3 Multi Bay Dock Bundle	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	1	04/01/2023
AB3 Multi Bay Dock Bundle	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	1	04/01/2023
AB3 Multi Bay Dock Bundle	74210	AXON BODY 3 - 8 BAY DOCK	1	04/01/2023
Starter Bundle	20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	7	04/01/2023
Starter Bundle	20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	1	04/01/2023
Starter Bundle	20018	TASER 7 BATTERY PACK, TACTICAL	8	04/01/2023
Starter Bundle	20063	TASER 7 HOLSTER - SAFARILAND, RIGHT HAND	7	04/01/2023
Starter Bundle	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	14	04/01/2023
Starter Bundle	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	14	04/01/2023
Starter Bundle	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	14	04/01/2023
Starter Bundle	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	14	04/01/2023
Starter Bundle	22179	TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE) NS	7	04/01/2023
Starter Bundle	22181	TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	7	04/01/2023
Starter Bundle	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	1	04/01/2023
Starter Bundle	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	1	04/01/2023
Starter Bundle	74200	TASER 7 6-BAY DOCK AND CORE	1	04/01/2023
Starter Bundle	80087	TASER 7 TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)	1	04/01/2023
Starter Bundle	80090	TARGET FRAME, PROFESSIONAL, 27.5 IN. X 75 IN., TASER 7	1	04/01/2023
Starter Bundle	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	14	04/01/2024
Starter Bundle	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	14	04/01/2024
Starter Bundle	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	14	04/01/2025
Starter Bundle	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	14	04/01/2025
Starter Bundle	73309	AXON CAMERA REFRESH ONE	7	10/01/2025
Starter Bundle	73689	MULTI-BAY BWC DOCK 1ST REFRESH	1	10/01/2025
Starter Bundle	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	14	04/01/2026
Starter Bundle	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	14	04/01/2026
Starter Bundle	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	14	04/01/2027
Starter Bundle	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	14	04/01/2027

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Starter Bundle	20248	TASER EVIDENCE.COM ACCESS LICENSE	7	05/01/2023	04/30/2028
Starter Bundle	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	140	05/01/2023	04/30/2028
Starter Bundle	73840	EVIDENCE.COM BASIC ACCESS LICENSE	7	05/01/2023	04/30/2028
A la Carte	100673	BASIC TO PRO CONVERSION	1	05/01/2023	04/30/2028
A la Carte	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	200	05/01/2023	04/30/2028

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Starter Bundle	80464	EXT WARRANTY, CAMERA (TAP)	7	05/01/2023	04/30/2028
Starter Bundle	80374	EXT WARRANTY, TASER 7 BATTERY PACK	8	04/01/2024	04/30/2028
Starter Bundle	80395	EXT WARRANTY, TASER 7 HANDLE	7	04/01/2024	04/30/2028
Starter Bundle	80395	EXT WARRANTY, TASER 7 HANDLE	1	04/01/2024	04/30/2028
Starter Bundle	80396	EXT WARRANTY, TASER 7 SIX BAY DOCK	1	04/01/2024	04/30/2028
Starter Bundle	80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	1	04/01/2024	04/30/2028

Payment Details

Apr 2023						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	100673	BASIC TO PRO CONVERSION	1	\$312.48	\$0.00	\$312.48
Year 1	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	200	\$1,320.00	\$0.00	\$1,320.00
Year 1	AB3C	AB3 Camera Bundle	7	\$1,048.60	\$0.00	\$1,048.60
Year 1	AB3MBD	AB3 Multi Bay Dock Bundle	1	\$327.78	\$0.00	\$327.78
Year 1	Starter	Starter Bundle	7	\$7,525.40	\$0.00	\$7,525.40
Total				\$10,534.26	\$0.00	\$10,534.26

Apr 2024						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	100673	BASIC TO PRO CONVERSION	1	\$312.48	\$0.00	\$312.48
Year 2	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	200	\$1,320.00	\$0.00	\$1,320.00
Year 2	AB3C	AB3 Camera Bundle	7	\$1,048.60	\$0.00	\$1,048.60
Year 2	AB3MBD	AB3 Multi Bay Dock Bundle	1	\$327.78	\$0.00	\$327.78
Year 2	Starter	Starter Bundle	7	\$7,525.60	\$0.00	\$7,525.60
Total				\$10,534.46	\$0.00	\$10,534.46

Apr 2025						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	100673	BASIC TO PRO CONVERSION	1	\$312.48	\$0.00	\$312.48
Year 3	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	200	\$1,320.00	\$0.00	\$1,320.00
Year 3	AB3C	AB3 Camera Bundle	7	\$1,048.60	\$0.00	\$1,048.60
Year 3	AB3MBD	AB3 Multi Bay Dock Bundle	1	\$327.78	\$0.00	\$327.78
Year 3	Starter	Starter Bundle	7	\$7,525.60	\$0.00	\$7,525.60
Total				\$10,534.46	\$0.00	\$10,534.46

Apr 2026						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	100673	BASIC TO PRO CONVERSION	1	\$312.48	\$0.00	\$312.48
Year 4	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	200	\$1,320.00	\$0.00	\$1,320.00
Year 4	AB3C	AB3 Camera Bundle	7	\$1,048.60	\$0.00	\$1,048.60
Year 4	AB3MBD	AB3 Multi Bay Dock Bundle	1	\$327.78	\$0.00	\$327.78
Year 4	Starter	Starter Bundle	7	\$7,525.60	\$0.00	\$7,525.60
Total				\$10,534.46	\$0.00	\$10,534.46

Apr 2027						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	100673	BASIC TO PRO CONVERSION	1	\$312.48	\$0.00	\$312.48
Year 5	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	200	\$1,320.00	\$0.00	\$1,320.00
Year 5	AB3C	AB3 Camera Bundle	7	\$1,048.60	\$0.00	\$1,048.60
Year 5	AB3MBD	AB3 Multi Bay Dock Bundle	1	\$327.78	\$0.00	\$327.78

Non-Binding Budgetary Estimate

Apr 2027						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	Starter	Starter Bundle	7	\$7,525.60	\$0.00	\$7,525.60
Total				\$10,534.46	\$0.00	\$10,534.46

Non-Binding Budgetary Estimate

This Rough Order of Magnitude estimate is being provided for budgetary and planning purposes only. It is non-binding and is not considered a contractable offer for sale of Axon goods or services.

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.



AIRPORT MANAGER'S AGREEMENT

This Management Agreement, made and entered into this 1st day of June, 2023, by and between the City of Clay Center, Kansas, a Municipal Corporation, hereinafter referred to as "City" and Heinen Bros Agra Services, Inc., a Kansas Corporation with its principal place of business in Seneca, Kansas, hereinafter referred to as "Manager".

Whereas, the City desires to contract with the Manager to manage and operate the Clay Center Municipal Airport for the period of five (5) years and the Manager desires to manage and operate said Airport for said City.

Now, therefore, the Parties Agree as follows:

1. Manager shall be, and is hereby designated as the Manager of the Clay Center Municipal Airport for the period of five (5) years, commencing June 1, 2023, and ending May 31, 2028. This agreement shall automatically renew for additional five (5) year terms unless either party gives written notification to the other party, one hundred twenty days (120 days), prior to the end of the then current lease period, of such party's intent to not renew this agreement.
2. The Manager's duties shall be as follows:
 - A. To supervise all activity at said Airport;
 - B. To maintain such Airport records as may be required by the City and/or by any other authorized governmental agency;
 - C. To enforce any rules or ordinances of said City relative to said Airport, including the power to evict hangar tenants;
 - D. To inspect and correct or report to the City any condition at said Airport which may require correction or alteration such as obstacles, damages or defects in the approaches, runways, taxiways, aprons or parking areas utilized by aircraft;
 - E. To operate and properly inspect the Airport lighting system;
 - F. To immediately report, to the Clay Center Public Utilities department, any malfunction of the lighting system for the runway or other malfunction of the electrical system in the buildings at the airport; and it shall be the obligation of the City to replace airport lighting system bulbs as necessary;
 - G. To provide all janitorial service for buildings and facilities at the Airport;
 - H. To maintain the grounds surrounding the buildings. The City Street Department shall mow the grass and remove the snow;
3. As compensation for such services, City shall pay to the Manager the sum of \$12,500.00 per year for fiscal years, June 1, 2023 through May 31, 2028. Each annual payment shall be payable in two, equal, semi-annual payments on June 1 and December 1 of each year.
4. The City reserves the right to maintain and keep in repair, the landing area of the Airport and all publicly owned facilities of the Airport, together with the right to direct and control all activities of the Manager in this regard.

5. The City reserves the right to further develop or improve the landing area and all publicly owned air navigation facilities of the Airport as it sees fit, regardless of the desires or views of the Manager, and without interference or hindrance from the Manager.
6. The City reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction, together with the right to prevent the Manager from erecting, or committing to be erected, any building or other structure on the Airport which, in the opinion of the City, would limit the usefulness of the Airport or constitute a hazard to aircraft.
7. Manager is responsible for the rental of all City owned hangar space at the Airport. Manager shall collect said rents on behalf of the City. The established rental rates are:
 - \$ 75.00 per month for a single engine airplane
 - \$125.00 per month for a twin engine airplane

For arranging the rental of this hangar space and for the collection of rent, Manager shall receive, as additional compensation, the rent money collected monthly.

Manager shall periodically inspect the hangar space to ensure that no items other than aircraft, aircraft maintenance equipment and tools are stored therein.

If other hangar space is otherwise un-rented, manager may use such other space without the payment of rent.

8. City shall have the right to enter into an agreement with the United States Government for military aircraft or Naval use of part or all of the landing areas, and publicly owned air navigational facilities and/or other areas or facilities of the Airport. If any such agreement is executed, the provisions of this instrument, insofar as they are inconsistent with the provisions of the agreement with the government, shall be suspended.
9. This management agreement shall be subordinate to the provisions of any existing or future agreement between the City and the United States, relative to the operation or maintenance of the Airport, the execution of which has been, or may be, required as a condition precedent to the expenditure of federal funds for the development of said Airport.
10. Manager shall not, at any time, assign its rights under this agreement or any part thereof without written consent of this City.
11. Either party shall have the right to terminate this management agreement by service of notice upon the other party in writing at least One Hundred - Twenty (120) days prior to the proposed termination date.
12. This management agreement shall extend to and be binding upon the successors and assigns of the parties hereto.

In Witness Whereof, the parties hereto have executed this management agreement in duplicate on the dates shown below.

CITY OF CLAY CENTER, KANSAS

HEINEN BROS AGRA SERVICES, INC.
A Kansas Corporation

Mayor James R. Thatcher, Jr. Date

Scott Heinen Date

Attest:

Kerry Rozman, City Clerk Date

FIXED-BASE OPERATOR'S LEASE

This Fixed-Base Operator's Lease Agreement is made and entered into as of the 1st day of June, 2023, by and between the City of Clay Center, Kansas, hereinafter referred to as the "Lessor", and Heinen Bros Agra Services, Inc., a Kansas Corporation, with its place of business in Clay Center, Kansas, hereinafter referred to as "Lessee".

Whereas, Lessor owns and operates the Clay Center Municipal Airport, hereinafter referred to as "Airport", and Lessor is willing to lease to the Lessee certain premises hereinafter more fully described, subject to the terms and conditions stated herein, and said lease to premises, may be used by the Lessee for the following purposes and no other:

Aircraft maintenance and repair, aircraft charter, aircraft sale and rental, operation of flight training school, sale of aviation gas and oil, aerial application services, etc; and

Whereas, Lessor has determined that Lessee has a continuing need for the premises leased, and parties have agreed to renegotiate the terms of said Lease as set out herein.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Lessor shall lease and let to Lessee all buildings and hangars located at the Clay Center Municipal Airport. It is expressly agreed that runways, taxiways, ramp areas, roadways, motor vehicle parking areas, and other airport facilities not designated above are excluded from this lease.
2. In consideration of the lease of space herein, Lessee agrees to perform said services. As further consideration, the Lessee shall maintain certain insurance coverage as hereinafter mentioned.
3. The term of this lease shall be for a period of five (5) years, commencing June 1, 2023, and ending on May 31, 2028. At the end of the initial lease term, this lease shall automatically renew upon the same terms set forth herein, unless either party gives written notice, one hundred twenty days (120 days) prior to the expiration of the then current term, to the other party of such party's intent to non-renew the lease.
4. Nothing herein contained shall be construed to grant or authorize the granting of an exclusive right prohibited by 49 U.S.C. 40103(e), (formerly, Section 308 of the Federal Aviation Act of 1958) as amended, and the Lessor reserves the right to grant to others the privilege and right of conducting any one or all of the aeronautical activities listed herein, or any other activity of an aeronautical nature.
5. Lessee shall furnish service, including aerial application services and aircraft maintenance, except when availability is interrupted due to causes beyond control of the Lessee, on a fair, equal and not unjustly discriminatory basis to all users thereof, and to charge fair, reasonable and not unjustly discriminatory prices for each unit or service; provided that Lessee may make reasonable and nondiscriminatory discounts, rebates or other similar types of price reductions to volume purchases.

6. Lessee for itself, its successors and assigns, and as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained or otherwise operated on the said property described in this lease for a purpose for which a Department of transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the Lessee shall maintain and operate such facilities and services in compliance with all of the requirements imposed pursuant to 49 CFR, Part 21, Non-discrimination and Federally Assisted Programs of the Department of Transportation, and as said in Regulations may be amended.

7. Lessee for itself, its successors and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that:

- A. No person, on the grounds of race, color, or national origin shall be excluded from participation and, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities;
- B. That in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.
- C. That the Lessee shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Non-discrimination Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

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

9. This lease shall become subordinate to the provisions of any existing or future agreement between the Lessor and the United States of America or any agency thereof relative to the operation, development, or maintenance of the airport.

10. Lessor shall maintain all buildings in their present condition, and shall further maintain the apron and aircraft parking areas, except for routine cleaning by the Lessee to insure the areas are free from litter and debris. Lessor shall maintain all sewage, water and electrical services and systems at the airport. Lessor shall provide grass mowing and snow removal by City employees as time and manpower of Lessor will allow. Lessor specifically reserves the right, but shall not be obligated to Lessee, to maintain and keep in repair the runway and other landing area of the airport and all publicly owned facilities of the airport, together with the right to direct and control all activities of the Lessee in those areas routinely used by the public. Lessor reserves the right further to develop or improve the landing area and all publicly owned air navigational facilities of the

airport as it sees fit, regardless of the desires or views of Lessee, and without any interference or hindrance from Lessee.

11. Lessor reserves the right to take any action it considers necessary to protect the aerial approaches of the airport against obstruction, together with the right to prevent Lessee from erecting, or permitting to be erected, any building or other structure on the airport which in the opinion of Lessor would limit the usefulness of the airport or constitutes a hazard to aircraft.

12. Lessee previously provided a capital outlay of \$58,575.95 for the modernization of the Airport fueling system to allow for twenty-four (24) hour fueling by credit card payment. Lessee shall continue to finance the upgrades interest free. Lessor shall repay Lessee for such initial outlay in 36 equal monthly payments of \$1,627.11 due and payable on the first day of each month commencing on June 1, 2023, and continuing until such balance is satisfied. Lessor agrees to maintain responsibility for the fueling system including the underground storage tanks and shall process all credit card payments. Lessor shall receive all proceeds from the sale of airplane fuel.

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

14. Insurance. Lessee shall, in further consideration for this lease, maintain and provide, at its expense, with an insurance company authorized to do business in the State of Kansas, and acceptable to Lessor, premises liability insurance in the amount of One Million dollars (\$1,000,000) and hangars keeper liability insurance in the amount of One Hundred Thousand Dollars (\$100,000) and said policies shall name the City of Clay Center, Kansas as an additional named insured. Further, Lessee shall maintain all additional insurance relating to its business pursuits which it may deem necessary in its prudent operation, such as Worker's compensation Insurance, all it its own expense. Lessee further agrees to file a certificate of insurance with the Lessor evidencing that such insurance has been obtained and that the same will not be cancelled without ten (10) days notice to Lessor, and a copy of said certificate shall be provided to Lessor, prior to any premium payment by Lessor. Lessee's insurance renewal occurs annually. In the event Lessee intends to place its insurance with a different company, Lessee shall immediately notify Lessor of such change so that the liability coverage of both parties will be placed with the same company.

15. Indemnification. Lessee shall indemnify Lessor against all liability for injuries to persons or damages to property caused by Lessee's negligent use or occupancy of the leased premises during the term of this lease, provided however, that Lessee shall not be liable for any injury, damage or loss occasioned by the negligence of Lessor or its agents or employees, and provided further that Lessor shall give Lessee prompt and timely notice of any claim made or suit instituted which in any way directly, or indirectly affects or might affect Lessee, and Lessee shall have the right to compromise and defend the same to the extent of its own interest. Further, Lessor shall execute proper documents to prevent subrogation against Lessee, or his insurance carrier, in the

event of recovery by Lessor under its fire and extended coverage insurance of the buildings presently located upon the leased premises.

16. Utilities. The phrase "utility accounts" shall mean those accounts incurred for natural gas service, electrical and water service. Lessor shall pay all utility accounts and shall also pay, at its discretion for a Clay Center Municipal Airport telephone line. If Lessee desires to acquire a business line within the Airport, Lessee may do so at its own cost. Lessor shall be responsible for all electrical bills incurred for the operation of the runway lights, area lights, the non-directional beacon and rotating beacon.

17. Fire and Extended Coverage Insurance, Taxes and Special Assessments. Lessor shall maintain all fire and extended coverage insurance upon the buildings and other improvements at the Airport during the term of this lease in amounts considered by Lessor to be adequate. Further, Lessor shall pay any and all taxes or special assessments which may be levied or assessed against the leased premises.

18. Lessee shall be authorized to maintain a sign placed upon the FBO/Maintenance Hangar. Lessee shall not be allowed to place or construct any other signage or advertisement without Lessor's prior written consent.

19. Non Assignment. Lessee shall not, at any time, assign its rights under this agreement or any part thereof, without written consent of Lessor.

20. Default. In the event Lessee fails to make the monthly utility payments by the twenty-fifth (25th) day of the month when due, and said default shall continue seven (7) additional days, or if Lessee materially fails to provide the services or insurance herein required, Lessor may, at its option, and after twenty-one (21) days written notification to Lessee, declare this lease null and void. The exercise of this option shall allow Lessor to re-enter the leased premises and occupy the same, or to secure an appropriate court order to reoccupy said premises immediately.

21. Effect of Agreement. This agreement shall extend to, and be binding upon, the heirs, administrators, executors, trustees, successors and assigns of the parties hereto.

In Witness Whereof, the parties hereto have executed this management agreement in duplicate on the dates shown below.

CITY OF CLAY CENTER, KANSAS

HEINEN BROS AGRA SERVICES, INC.
A Kansas Corporation

Mayor James R. Thatcher, Jr. Date

Scott Heinen Date

Attest:

Kerry Rozman, City Clerk Date