CITY OF HAYSVILLE

Agenda

November 10, 2025

CALL TO ORDER

ROLL CALL

INVOCATION BY: Brian Sander, First Baptist Church

PLEDGE OF ALLEGIANCE

PRESENTATION AND APPROVAL OF MINUTES

A. Minutes of October 14, 2025

ITEM #1 PUBLIC COMMENT

- A. Shannon Wedge, American Red Cross Re: Sound the Alarm
- B. Kirk Miller, K.E. Miller Engineering, P.A. Re: Zone Change 6401 S. Sunnyside
- ITEM #2 APPROVAL OF LICENSES AND BONDS
- ITEM #3 INTRODUCTION OF ORDINANCES AND RESOLUTIONS
 - A. Homestead of Haysville Assisted Living Facility Items
 - a. Consideration of Amendment to Development Agreement
 - b. Public Hearing
 - c. A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF HAYSVILLE, KANSAS DETERMINING THE ADVISABILITY OF ISSUING TAXABLE INDUSTRIAL REVENUE BONDS FOR THE PURPOSE OF FINANCING THE ACQUISITION, CONSTRUCTION AND EQUIPPING OF A HEALTHCARE FACILITY TO BE LOCATED IN THE CITY; AND AUTHORIZING EXECUTION OF RELATED DOCUMENTS.
 - B. AN ORDINANCE DENYING A REQUEST FOR REZONING OF CERTAIN REAL PROPERTY LOCATED WITHIN THE CITY OF HAYSVILLE, KANSAS.

ITEM #4 NOTICES AND COMMUNICATIONS

- A. Governing Body Announcements
- B. Memo Re: New Business Licenses
- C. Memo from Josh Pollak Re: Property Purchased at Tax Sale
- D. Sedgwick County Fire Department Station 34 Monthly Report
- E. Email from Cox Communications
- ITEM #5 OLD BUSINESS
- ITEM #6 OTHER BUSINESS
 - A. Consideration of Publication of Notice of Public Hearing Re: 2025 Budget Amendment
 - B. Consideration of River Forest Addition Infrastructure Bids

- City Code Annual Revision First Reading C. ITEM #7 **DEPARTMENT REPORTS** Administrative Services – Georgie Carter A. В. City Clerk – Angie Fulton C. Police – Jeff Whitfield D. Public Works – Tony Martinez E. Recreation – Rob Arneson ITEM #8 **APPOINTMENTS** ITEM #9 **EXECUTIVE SESSION** ITEM #10 **REVIEW OF EXPENDITURES** A. **Summary of October Expenditures** ITEM #11 CONSENT AGENDA Temporary Special Event Permit Application for Consumption on Public Property A. Re: Family Reunion at the HAC in Approved Area (11/24/25) В. Temporary Special Event Permit Application for Consumption on Public Property Re: Cheers and Craft at the HAC in Approved Area (12/05/25) Temporary Special Event Permit Application for Consumption on Public Property C. Re: Birthday Party at the HAC in Approved Area (12/14/25) Temporary Special Event Permit Application for Consumption on Public Property D. Re: Pizza and Puzzle Fest at the HAC in Approved Area (01/31/26) E. Temporary Special Event Permit Application for Consumption on Public Property Re: Mom Prom at the HAC in Approved Areas (02/07/26)
- ITEM #12 COUNCIL ITEMS
 - A. Council Concerns
 - B. Council Action Request Updates
 - a. 130 E. 2nd Street (Community Building) Re: Interior Condition
 - b. 815 E. Peach Avenue Re: Vehicles in Street
- ITEM #13 ADJOURNMENT

CITY OF HAYSVILLE

Regular City Council Meeting

Minutes

October 14, 2025

CALL TO ORDER

The regular meeting of the Haysville City Council was called to order at 7:00 p.m. by Mayor Russ Kessler in the Haysville Municipal Building, 200 West Grand Avenue.

ROLL CALL

Present: Justin Bruster, Danny Walters, Bob Rardin, Dan Benner, Janet Parton, Steve

Crum, and Dale Thompson.

Absent: Pat Ewert

INVOCATION – David Vetter, West Haysville Baptist Church

PLEDGE OF ALLEGIANCE

SPECIAL ORDER OF BUSINESS

PRESENTATION AND APPROVAL OF MINUTES

A. The minutes of the September 8, 2025, Regular City Council Meeting were presented for approval.

Motion by Benner, seconded by Rardin, to approve the minutes of the September 8, 2025, meeting. The motion carried by the following vote:

Yes: Bruster, Walters, Rardin, Benner, Parton, Crum, Thompson

ITEM #1 CITIZENS TO BE HEARD

- A. Brandi Baily, Sedgwick County Treasurer, announced the opening of a Satellite Tag Office at City Hall. They plan to see 20 to 25 customers per day.
- B. Jeff Blubaugh, Sedgwick County Commissioner, presented a Sedgwick County Update which included an overview of the 2026 Budget, upcoming capital projects, and budget challenges.
- C. Susie Sutton, Sedgwick County Fire District Number One Steering Council, gave an update on the Steering Council. She stated the Fire District has been able to reduce the budget, purchase new trucks, and are considering consolidating volunteer and part-time fire departments into Fire District Number One.

ITEM # 2 APPROVAL OF LICENSES AND BONDS

There were no Licenses or Bonds.

ITEM #3 INTRODUCTION OF ORDINANCES AND RESOLUTIONS

A. Planning/Zoning Administrator Kailyn Hogan, presented a recommendation from the Haysville Planning Commission to approve A RESOLUTION OF THE CITY OF HAYSVILLE, KANSAS, AUTHORIZING A CONDITIONAL USE TO PERMIT THE CONSTRUCTION AND OPERATION OF AN ACCESSORY APARTMENT ON LOT 39, BLOCK 2, WARD'S 4TH ADDITION, HAYSVILLE, SEDGWICK COUNTY, KANSAS. The property is located at 203 W. Sunflower Dr.

Motion by Walters, seconded by Benner, to approve as presented.

Councilmember Rardin asked if any neighbors voiced concern. No neighbors brought up any concerns.

The motion carried by the following vote:

Yes: Bruster, Walters, Rardin, Benner, Parton, Crum, Thompson

B. Planning/Zoning Administrator Kailyn Hogan, presented a recommendation from the Haysville Planning Commission to deny a request for rezoning. Staff recommends returning this item to the Planning Commission to request they state a reason for denial. AN ORDINANCE DENYING A REQUEST FOR REZONING OF CERTAIN REAL PROPERTY LOCATED WITHIN THE CITY OF HAYSVILLE, KANSAS. The property is located at 6401 S. Sunnyside Rd.

Motion by Walters, seconded by Rardin, to return the request to Planning Commission and have them state the reason of denial.

Councilmember Crum asked why we needed to send it back to Planning Commission. City Attorney Josh Pollak gave an overview of legal reasons as to why council would want Planning Commission to give a reason of denial.

The motion carried by the following vote:

Yes: Bruster, Walters, Rardin, Benner, Parton, Crum, Thompson

ITEM #4 NOTICES AND COMMUNICATIONS

- A. Under Governing Body Announcements, Councilmember Crum announced upcoming events at the Haysville Community Library. Mayor Kessler announced upcoming events at the Haysville Senior Center. He also announced the Veterans Services mobile office on November 4 & 5, Veterans Ceremony on November 11 and stated he attended the Kansas League of Municipalities Conference where he was elected to president of the Mayors Association and Vice President of the League Board of Directors.
- B. Councilmembers received the Sedgwick County Fire Department Station 34 Monthly Report.
- C. Councilmembers received emails from Cox Communications

D. Economic Development Director Danielle Gabor presented the 3rd Quarter Economic Development Report. A total of 10 homes will be receiving the CDBG grant.

ITEM #5 OLD BUSINESS

There was no Old Business.

ITEM #6 OTHER BUSINESS

A. Mayor Kessler presented for consideration a Memorandum of Understanding with Friends University Re: Economic Development Strategic Plan and Assessment. There was a discussion on conflicting verbiage regarding who is responsible for insurance.

Motion by Crum, seconded by Parton, to approve the Memorandum of Understanding with Friends University with amending insurance as soon as possible. The motion carried by the following vote:

Yes: Bruster, Walters, Rardin, Benner, Parton, Crum, Thompson

B. Deputy Administrative Officer Georgie Carter presented for approval Historic District Sidewalk Improvements with an amount not to exceed \$60,000.

Motion by Crum, seconded by Bruster, to approve an amount not to exceed \$60,000 to Brad Murray Inc. for installation of the concrete sidewalk in the Historic District as presented. The motion carried by the following vote:

Yes: Bruster, Walters, Rardin, Benner, Parton, Crum, Thompson

C. Deputy Administrative Officer Georgie Carter presented for approval an Agreement with Everfull for the Senior Center Meals Program. This is the same annual agreement for the program but the company has changed.

Motion by Benner, seconded by Parton, to approve the agreement with Everfull for the meals. The motion carried by the following vote:

Yes: Bruster, Walters, Rardin, Benner, Parton, Crum, Thompson

D. Public Works Director Tony Martinez presented for consideration a Design Agreement with PEC for Assisted Living Facility Infrastructure. Martinez requested authorization to approve the design agreement with PEC in the amount of \$21,500.00.

Motion by Crum, seconded by Rardin, to approve the Consideration of Design Agreement with PEC for Assisted Living Facility Infrastructure as presented. The motion carried by the following vote:

Yes: Bruster, Walters, Rardin, Benner, Parton, Crum, Thompson

E. Public Works Director Tony Martinez presented for consideration the Lakefield Addition Infrastructure Bids. Martinez requested authorization to approve the bid from Mies Construction in the amount of \$1,544,623.24.

Motion by Parton, seconded by Walters, to approve the bid from Mies Construction in the amount of \$1,544,623.24. The motion carried by the following vote:

Yes: Bruster, Walters, Rardin, Benner, Parton, Crum, Thompson

F. Public Works Director Tony Martinez presented for consideration Asphalt and Concrete Bids for Sarah Lane Reconstruction. Martinez requested authorization to approve the bid from South Central Sealing and Paving in the amount of \$24,552.81. There was discussion on materials.

Motion by Crum, seconded by Thompson, to approve the bid from South Central Sealing and Paving in the amount of \$24,552.81 for the Sarah Lane Reconstruction as presented. The motion carried by the following vote:

Yes: Bruster, Walters, Rardin, Benner, Parton, Crum, Thompson

G. Recreation Director Rob Arneson presented for consideration a bid from Safe Slide Restoration to recoat the interior of the blue slide at the Dewey Gunzelman Memorial Pool for a total of \$27,693.00. Councilmember Walters asked about the cost of new slide. Arneson said a rough estimate would be \$750,000 to \$1,000,000.

Motion by Walters, seconded by Benner, to approve the request of the pool slide maintenance. The motion carried by the following vote:

Yes: Bruster, Walters, Rardin, Benner, Parton, Crum, Thompson

ITEM #7 DEPARTMENT REPORTS

Deputy Administrative Officer Georgie Carter announced upcoming events including the Halloween Decorating Contest & Trick or Treat on Main Street.

City Clerk Angie Fulton had no announcements.

Chief of Police Jeff Whitfield announced visiting Officer Caitlin Boor who is currently assigned at the middle school as a SRO. Whitfield also announced the upcoming DEA Drug Take Back. He also reminded everyone of general Halloween safety.

Public Works Director Tony Martinez gave an update on the Sarah Lane project.

Recreation Director Rob Arneson announced upcoming events and registrations.

ITEM #8 APPOINTMENTS

There were no Appointments.

ITEM #9 EXECUTIVE SESSION

A. Executive Session for Preliminary Discussions Re: Acquisition of Real Property Not to Exceed 15 Minutes.

Motion by Crum, seconded by Benner, to recess into executive session under KSA 75-4319(b)(6) for a preliminary discussion of the acquisition of real property, to include the City Attorney, Chief Administrative Officer, and Public Works Director. The open meeting shall resume here in the Council Meeting Room at 8:19 p.m. The motion carried by the following vote:

Yes: Bruster, Walters, Rardin, Benner, Parton, Crum, Thompson

The meeting resumed at 8:19 p.m. with no binding action taken.

Motion by Crum, seconded by Rardin, to allow Chief Administrative Officer Will Black to bid up to \$400,000 on parcel #755 at the upcoming Sedgwick County foreclosure sale to be held on Tuesday, October 21st, 2025. The motion carried by the following vote:

Yes: Bruster, Walters, Rardin, Benner, Parton, Crum, Thompson

ITEM #10 REVIEW OF EXPENDITURES

A. A summary of September expenditures was presented.

Motion by Parton, seconded by Benner, to receive and file the September expenditures. The motion carried by the following vote:

Yes: Bruster, Walters, Rardin, Benner, Parton, Crum, Thompson

ITEM #11 CONSENT AGENDA

A. Temporary Special Event Permit Application for Consumption on Public Property Re: Kansas Orchid Society Christmas Party at the Senior Center in Approved Area

Motion by Parton, seconded by Benner, to accept the consent agenda. The motion carried by the following vote:

Yes: Bruster, Walters, Rardin, Benner, Parton, Crum, Thompson

ITEM #12 COUNCIL ITEMS

- A. There were no Council Concerns.
- B. Public Works Director Tony Martinez gave an update on Council Action Requests.

ITEM #13 ADJOURNMENT

Motion by Benner, seconded by Thompson, to adjourn. The motion carried by the following vote:

Yes: Bruster, Walters, Rardin, Benner, Parton, Crum, Thompson

The Regular City Council Meeting ended at 8:21 p.m.

Angela Fulton, City Clerk

MEMO

TO: The Honorable Russ Kessler, Mayor

Haysville City Councilmembers

FROM: Will Black, Chief Administrative Officer

SUBJECT: Homestead of Haysville Assisted Living Facility Amendment to Development

Agreement and Industrial Revenue Bond Resolution

DATE: November 6, 2025

Midwest Health has selected a partner to build Homestead of Haysville, the Assisted Living Facility to be located in the River Forest 3rd Addition. They have partnered on assisted living projects before, most recently in Eudora, Kansas. For consideration is an Amendment to the Development Agreement to name the partner. The original Development Agreement is also in the packet for your reference. There are also similar revisions to make for the Industrial Revenue Bond. There will be a public hearing and a Resolution to make those changes.

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT

This First Amendment to Development Agreement ("Amendment") pertains to that certain Development Agreement ("Agreement") between the City of Haysville, Kansas ("City"), the City of Haysville, Kansas, Land Bank ("Land Bank"), and Klaton Properties, LLC ("Developer") (together, the "Parties") dated December 13, 2021.

WHEREAS, it is the intention of the Parties to amend certain terms of the Development Agreement;

WHEREAS, Developer intends to transfer fee ownership of a portion of the Project Area known as Lot 2, Block A of River Forest, Third Addition, Haysville, Sedgwick County, Kansas ("Lot 2") to Safe Harbour EAT - VII, L.L.C., a Kansas limited liability company ("EAT-VII");

WHEREAS, the Parties to the Agreement intend to facilitate the transfer of Lot 2 to EAT-VII for the development of that parcel in accordance with the terms of the Agreement;

AND WHEREAS, the Agreement allows for its amendment through the process outlined in Section 6.02 thereof, and allows for the assignment of Developer Obligations through Section 4.01 thereof;

NOW, THEREFORE, in consideration of the mutual covenants and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

- 1. Section 1.01(E.) shall be amended so as to include the American Institute of Architects' (AIA) definition of "Substantial Completion." To wit, the following language shall be inserted: "Substantial Completion' means the stage in the progress of the work when the work or designated portion is sufficiently complete in accordance with the contract documents so that the owner can occupy or use the work for its intended purpose."
- 2. Section 2.02.(3.) shall be stricken and replaced with the following language: "To provide a 100% property tax exemption for the Project for a ten (10) year period, provided, no exemption may be granted from the ad valorem property tax levied by a school district pursuant to the provisions of K.S.A. 72-53,113, and amendments thereto. Year one of such exemption will begin in the year of substantial completion, in **accordance with the terms of this Agreement**."
- 3. Section 2.02.(4.) shall be stricken and replaced with the following language: "To provide for the issuance of an Industrial Revenue Bond in the aggregate principal amount of \$13,000,000 for the purpose of providing for a property tax exemption and a sales tax exemption on bonds issued for the amount of the costs of acquisition, construction and equipping the Project."
- 4. Section 1.01(E.) shall be amended so as to include the following language: "SL Developer" means Safe Harbour EAT-VII, LLC, a limited liability company organized and existing under the laws of the State of Kansas, and any successors and assigns approved pursuant to this Agreement."

- 5. Section 2.01.(2.) shall be stricken and replaced with the following language: "To design and construct **all portions of** the Project **other than the assisted living and memory care facility (Lot 2)** as shown on the attached Exhibit in conformance with all applicable federal, state, and local building codes, subdivision regulations, City ordinances, and all other applicable rules and regulations (collectively "applicable Law and Requirements")."
- 6. Section 2.01 shall be amended so as to include the following language: "5. SL Developer's Obligation is to design and construct the senior living and memory care facility on Lot 2, Block A of River Forest, Third Addition, Haysville, Sedwick County, Kansas in conformance with this Agreement and Applicable Law and Requirements.
- 7. Successors and Assigns. The parties hereby acknowledge and agree that the transfer to Safe Harbour EAT-VII, LLC, is being done in connection with a like-kind exchange, and that following an approximately one hundred and eighty (180) day period of time, the Property will be transferred from Safe Harbour EAT-VII, LLC, to a separate entity, now known as Eudora Assisted Living, LLC, which shall likely change its name to Haysville Assisted Living, LLC. The City hereby consents to any transfer of the Property from Safe Harbour EAT-VII, LLC, to this entity, without the necessity of any further amendment to this Agreement. Upon such transfer taking place, by its execution below, Eudora Assisted Living, LLC, agrees to assume all obligations of the SL Developer under the Development Agreement as to the completion of the senior living and memory care facility, as amended herein, and as may be further amended from time to time.

Except as otherwise provided herein, the Parties acknowledge and agree there are no other amendments or alterations to the Agreement other than those set forth in this Amendment and the Agreement shall otherwise remain in full force and effect.

| IN WITNESS WHEREOF, the Part Agreement as of, 2025. | cies have executed this First Amendment to Development |
|---|--|
| | CITY OF HAYSVILLE, KANSAS |
| ATTEST | Russ Kessler, Mayor |
| Angela Fulton, City Clerk | |

| APPROVED AS TO FORM: | |
|---|--|
| Joshua Pollak, City Attorney | |
| | CITY OF HAYSVILLE, KANSAS, LAND BANK |
| | Russ Kessler, Chairman |
| KLATON PROPERTIES, LLC | SAFE HARBOUR EAT-VII, LLC, |
| A Kansas limited liability company | A Kansas limited liability company By: Safe Harbour Exchange, L.L.C., Its: Manager |
| James A. Klausman, President <mark>G</mark> 1 | eg Haehl, Vice-President |
| | Eudora Assisted Living, LLC, |
| | A Kansas limited liability company |
| | |
| | Dustin K. Baker, Manager |

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (the "Agreement"), is made and entered into this day of of occurrence, 2021 by and between the CITY OF HAYSVILLE, KANSAS, a municipal corporation duly organized under the laws of the State of Kansas (the "City"), the CITY OF HAYSVILLE, KANSAS, LAND BANK (the "Land Bank") and KLATON PROPERTIES, LLC. (the "Developer").

WHEREAS, this Agreement pertains to real property currently owned by the Land Bank and described as follows:

"Project Area" contains: Lots 1 through 15 Block B, Lots 13 through 27 Block C, Lots 1 through 9 Block D, eastern half of Reserve B of River Forest, Second Addition, Haysville, Sedgwick County, Kansas; and

WHEREAS, the Developer is pursuing an assisted living and memory care development project through the construction of a new build facility consisting of approximately 51 units, (the "Project"); and

WHEREAS, the City finds that the Project will benefit the public health, safety or welfare of the residents of the City; and

WHEREAS, in conjunction with the approval of the Project, the City is requiring the construction of certain public and private infrastructure in and around the Project Area; and

WHEREAS, the City finds and determines that said public infrastructure will benefit the community at large and accordingly the City commits to construct and maintain certain infrastructure set forth herein; and

WHEREAS, the City and the Developer desire to enter into this Agreement to address issues related to development of the Project and construction of the public and private infrastructure for the Project;

NOW, THEREFORE, in consideration of the foregoing and in consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

ARTICLE I DEFINITIONS AND RULES OF CONSTRUCTION

Section 1.01. Rules of Construction. For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires, the following rules of construction apply in construing the provisions of this Agreement:

- A. The terms defined in this Article include the plural as well as the singular.
- B. All references in this instrument to designated "Articles," "Sections" and other subdivisions are to be the designated Articles, Sections and other subdivisions of this instrument as originally executed.
- C. The words "herein," "hereof" and "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section or other subdivision.
- D. The Article and Section headings herein are for convenience only and shall not affect the construction hereof.
 - E. The following terms shall have the following meaning as defined below:
 - "Agreement" means this Development Agreement, as amended from time to time.
- "Certificate of Substantial Completion" means a certificate evidencing Substantial Completion of the Project.
 - "City" means the City of HAYSVILLE, Kansas.
- "City Event of Default" means any event or occurrence defined in Section 5.01 of this Agreement.
- "Project" means the planned assisted living and memory care development project proposed in conjunction with this development and as described in the Construction Plans, Exhibit B, and as described in Section 2.01 herein.
- "City Representative" means the City Administrator of the City, and such other person or persons at the time designated to act on behalf of the City in matters relating to this Agreement.
- "Construction Plans" means plans, drawings, specifications and related documents, and construction schedules for the construction of the Project, together with all supplements, amendments or corrections, submitted by the Developer and approved by the City in accordance with this Agreement.
- "Developer" means KLATON PROPERTIES, LLC., a limited liability company organized and existing under the laws of the State of Kansas, and any successors and assigns approved pursuant to this Agreement.
- "Developer Event of Default" means any event or occurrence defined in Section 5.01 of this Agreement.
- "Developer Representative" means Joe Perkin and Jennifer Sourk and such other person or persons at the time designated to act on behalf of the Developer in matters relating to this

Agreement as evidenced by a written certificate furnished to the City containing the specimen signature of such person or persons and signed on behalf of the Developer.

"Event of Default" means any event or occurrence as defined in Section 5.01 of this Agreement.

"Project Area" means the Area depicted in Exhibit A.

ARTICLE II OBLIGATIONS OF CITY AND DEVELOPER WITH RESPECT TO IMPROVEMENTS

Section 2.01. Developer's Obligations. In exchange for the City's commitment as set forth in Section 2.02, and conditioned upon the approval of a conditional use permit for the Project Area being obtained pursuant to Section 2.03, the Developer hereby agrees to do the following:

- 1. To timely apply for a replat of the Project Area for the Project, in accordance with all necessary subdivision regulations, land use requirements and governmental approvals for the Project.
- 2. To design and construct the Project as shown on the attached Exhibit B in conformance with all applicable federal, state and local building codes, subdivision regulations, City ordinances and all other applicable rules and regulations (collectively "Applicable Law and Requirements").
- 3. To be responsible for and to pay all costs for the project and related improvements, including attorneys fees', engineering, architecture, and other design fees related thereto, other than the costs the City expressly agrees to be responsible for as set forth in Section 2.02 of this Agreement.
- 4. To maintain the lake portion of the Project Area including preventing the growth of and removing vegetation from the surface of the lake.
- Section 2.02. City's Obligations. In exchange for the Developer's commitment as set forth in Section 2.01, the City hereby agrees to do the following:
- 1. To extend infrastructure and services to the Project Area to include: streets, stormwater, water, wastewater, electrical, natural gas, and telecom.
- 2. To waive permit, inspection, tap, and hookup fees.
- 3. To provide a property tax rebate of the City's portion of the property tax bill for the Project for a ten (10) year period. Year one of such rebate beginning in the year of substantial completion of the Project, as determined by the City in its sole discretion. Tax rebates shall be as follows: 100% for ten years.

- 4. To provide a Sales Tax Industrial Revenue Bond in the aggregate principal amount of \$10,000,000 for the purpose of paying the costs of acquisition, construction and equipping the Project.
- Section 2.03. Land Bank's Obligations. In exchange for the Developer's commitment as set forth in Section 2.01, the Land Bank hereby agrees to do the following:
- 1. To apply for a conditional use permit for the Project Area with the City that would permit the proposed use of the Project as an assisted living and memory care facility.
- 2. If the conditional use permit is approved, to convey, via Special Warranty Deed to KLATON PROPERTIES, LLC the Project Area for the sum of \$1.00.

ARTICLE III REPRESENTATIONS OF THE CITY AND THE DEVELOPER

Section 3.01. Developer Representations. The Developer makes the following representations and warranties, which are true and correct on the date hereof:

- A. <u>No Litigation</u>. No litigation, proceeding or investigation is pending or, to the knowledge of the Developer, threatened against the Project, the Developer or any officer, director, member or shareholder of the Developer. In addition, no litigation, proceeding or investigation is pending or, to the knowledge of the Developer, threatened against the Developer seeking to restrain, enjoin or in any way limit the approval or issuance and delivery of this Agreement or which would in any manner challenge or adversely affect the existence or powers of the Developer to enter into and carry out the transactions described in or contemplated by the execution, delivery, validity or performance by the Developer, of the terms and provisions of this Agreement.
- B. <u>No Material Change</u>. There has been no material adverse change in the business, financial position, prospects or results of operations of the Developer, which could affect the Developer's ability to perform its obligations pursuant to this Agreement from that shown in the financial information provided by the Developer to the City prior to the execution of this Agreement.
- C. <u>No Default</u>. No default or Event of Default has occurred and is continuing, and no event has occurred and is continuing which with the lapse of time or the giving of notice, or both, would constitute a default or an event of default in any material respect on the part of the Developer under this Agreement, or any other material agreement or material instrument to which the Developer is a party or by which the Developer is or may be bound.
- D. <u>Approvals</u>. Except for permitted subsequent approvals, the Developer has received and is in good standing with respect to all certificates, licenses, inspections, franchises, consents, immunities, permits, authorizations and approvals, governmental or otherwise, necessary to conduct and to continue to conduct its business as heretofore conducted by it and to own or lease and operate its properties as now owned or leased by it. Except for permitted subsequent

approvals, the Developer has obtained all certificates, licenses, inspections, franchises, consents, immunities, permits, authorizations and approvals, governmental or otherwise, necessary to acquire, construct, equip, operate and maintain the Project. The Developer reasonably believes that all such certificates, licenses, consents, permits, authorizations or approvals which have not yet been obtained will be obtained in due course.

- E. <u>Compliance with Laws</u>. The Developer is in compliance with all valid laws, ordinances, orders, decrees, decisions, rules, regulations and requirements of every duly constituted governmental authority, commission and court applicable to any of its affairs, business, operations as contemplated by this Agreement.
- F. Other Disclosures. The information furnished to the City by the Developer in connection with the matters covered in this Agreement are true and correct and do not contain any untrue statement of any material fact and do not omit to state any material fact required to be stated therein or necessary to make any statement made therein, in the light of the circumstances under which it was made, not misleading.
- **Section 3.02. City Representations**. The City makes the following representations and warranties, which are true and correct on the date hereof:
- A. <u>Due Authority</u>. The City has full power and authority, under current applicable law, to execute and perform the terms and obligations of this Agreement, and all of the foregoing have been or will be duly and validly authorized and approved by all necessary City proceedings, findings, and actions.
- B. <u>No Defaults or Violation of Law</u>. The execution and delivery of this Agreement, the consummation of the transactions contemplated thereby, and the fulfillment of the terms and conditions hereof do not and will not conflict with or result in a breach of any of the terms or conditions of any agreement or instrument to which the City is now a party, and do not and will not constitute a default under any of the foregoing.
- **Section 3.03.** Land Bank Representations. The Land Bank makes the following representations and warranties, which are true and correct on the date hereof:
- A. <u>Due Authority</u>. The Land Bank has full power and authority, under current applicable law, to execute and perform the terms and obligations of this Agreement, and all of the foregoing have been or will be duly and validly authorized and approved by all necessary Land Bank proceedings, findings, and actions.
- B. <u>No Defaults or Violation of Law</u>. The execution and delivery of this Agreement, the consummation of the transactions contemplated thereby, and the fulfillment of the terms and conditions hereof do not and will not conflict with or result in a breach of any of the terms or conditions of any agreement or instrument to which the Land Bank is now a party, and do not and will not constitute a default under any of the foregoing.

ARTICLE IV DEVELOPER ASSIGNMENT

Section 4.01. Sale or Disposition of Property and Assignment.

A. <u>Assignment of Obligations</u>. This Agreement and the rights, duties and obligations hereunder may be assigned to a wholly owned affiliate of the Developer without the prior approval of the City and the Land Bank. Any assignment to a party which is not wholly owned by the Developer shall require prior approval of the City and the Land Bank, which shall not be unreasonably withheld.

ARTICLE V DEFAULTS AND REMEDIES

Section 5.01. Default. This Agreement shall be in default if there is a failure by any party to observe and perform any covenant, condition or agreement required of such party under this Agreement for a period of sixty (60) days after written notice of such default has been given to the defaulting party by the non-defaulting party during which time such default is neither cured by the defaulting party nor waived in writing by the non-defaulting party ("Event of Default"), provided that, the defaulting party shall not be in default if the failure stated in the notice cannot be corrected within said sixty (60) day period and the corrective action is instituted within the sixty (60) day period and diligently pursued to completion. If the Land Bank is unable to acquire a conditional use permit for the Project Area allowing the proposed use of the Project within six (6) months from the date of this Agreement or if the conditional use permit is denied, this Agreement shall terminate by its terms and the parties shall have no further obligations or remedies hereunder. All expenditures required for the City to construct the improvements contained in Section 2.02 are subject to approval by the Governing Body of the City.

Section 5.02. Remedies on Default.

- A. Whenever any Event of Default by Developer shall have occurred and be continuing, the City may take any one or more of the following remedial steps: (i) Refuse to authorize any further expenditures of any further funds toward the completion of its obligations described in Section 2.02 herein and/or terminating any applicable Tax Rebates; or (ii) Terminate this Agreement.
- B. Whenever any Event of Default by City shall have occurred, Developer may as its sole and exclusive remedy Terminate this Agreement.
- Section 5.03. Legal Actions. Any legal actions related to or arising out of this Agreement must be instituted in the District Court of Sedgwick County, Kansas or, if federal jurisdiction exists, in the Federal District Court in the District of Kansas.
- Section 5.04. Rights and Remedies Are Cumulative. Except as otherwise expressly stated in this Agreement, the rights and remedies of the parties are cumulative, and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it,

at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

Section 5.05. Inaction Not a Waiver of Default. Any failures or delays by either party in asserting any of its rights and remedies as to any default shall not operate as a waiver of any default or of any such rights or remedies, or deprive either such party of its right to institute and maintain any action or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

Section 5.06. Enforced Delay; Extension of Times of Performance. In addition to specific provisions of this Agreement, performance by either party hereunder shall not be deemed to be in default, and all performance and other dates specified in this Agreement shall be extended, where party seeking the extension has acted diligently and delays or defaults are due to events beyond the reasonable control of the party such as but not limited to: default of other party; war; insurrection; strikes; lockouts; riots; floods; earthquakes; fires; casualties; acts of God; acts of the public enemy; epidemics; market conditions; quarantine restrictions; freight embargoes; lack of transportation; unusually severe weather; or any other causes beyond the control or without the fault of the party claiming an extension of time to perform. Times of performance under this Agreement may also be extended in writing by the mutual agreement of City and the Developer.

ARTICLE VI GENERAL PROVISIONS

Section 6.01. Time of Essence. Time is of the essence of this Agreement. The City and Developer will make every reasonable effort to expedite the subject matters hereof and acknowledge that the successful performance of this Agreement requires their continued cooperation.

Section 6.02. Amendment. This Agreement, and any exhibits attached hereto, may be amended only by the mutual consent of the parties, upon official action of the City's Governing Body approving said amendment, and by the execution of said amendment by the Parties or their successors in interest.

Section 6.03. Immunity of Officers, Employees and Members of the City. No personal recourse shall be had for the City's commitment to install the public improvements as specified herein or for any claim based thereon or upon any representation, obligation, covenant or agreement in this Agreement against any past, present or future officer, member, employee or agent of the City, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and any liability of any such officers, members, directors, employees or agents is hereby expressly waived and released as a condition of and consideration for the execution of this Agreement. Furthermore, no past, present or future officer, member, employee or agent of the City shall be personally liable to the Developer, or any successor in interest, for any default or breach by the City.

Section 6.04. Right of Access. For the purposes of assuring compliance with this Agreement, representatives of the City shall have the right of access to the Property, without

charges or fees, at normal construction hours during the period of construction for purposes related to this Agreement, including, but not limited to, the inspection of the work being performed in constructing the Project. Such representatives of the City shall carry proper identification, and shall not interfere with the construction activity.

Section 6.05. No Other Agreement. Except as otherwise expressly provided herein, this Agreement and all documents incorporated herein by reference supersedes all prior agreements, negotiations and discussions, both written and oral, relative to the subject matter of this Agreement and is a full integration of the agreement of the parties.

Section 6.06. Severability. If any provision, covenant, agreement or portion of this Agreement, or its application to any person, entity or property, is held invalid or unenforceable in whole or in part, this Agreement shall be deemed amended to delete or modify, in whole or in part, if necessary, the invalid or unenforceable provision or provisions, or portions thereof, and to alter the balance of this Agreement in order to render the same valid and enforceable. In no such event shall the validity or enforceability of the remaining valid portions hereof be affected.

Section 6.07. Amendment to Carry Out Intent. If any provision, covenant, agreement or portion of this Agreement, or its application to any person, entity or property, is held invalid, the parties shall take such reasonable measures including, but not limited to, reasonable amendment of this Agreement or the Plan to cure such invalidity where the invalidity contradicts the clear intent of the parties in entering into this Agreement.

Section 6.08. Kansas Law. This Agreement shall be construed in accordance with the laws of the State of Kansas.

Section 6.09. Notice. All notices and requests required pursuant to this Agreement shall be in writing and shall be sent as follows:

To the Developer:

Jennifer Sourk General Counsel Midwest Health, Inc. 3024 SW Wanamaker Rd Suite 300 Topeka, KS 66614

To the City and the Land Bank:

Will Black Chief Administrative Officer City of Haysville, Kansas 200 W Grand Avenue Haysville, KS 67060 or at such other addresses as the parties may indicate in writing to the other either by personal delivery, courier, or by registered mail, return receipt requested, with proof of delivery thereof. Mailed notices shall be deemed effective on the third day after mailing; all other notices shall be effective when delivered.

- Section 6.10. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.
- Section 6.11. Consent or Approval. Except as otherwise provided in this Agreement, whenever consent or approval of either party is required, such consent or approval shall not be unreasonably withheld.
- Section 6.12. Survivorship. Notwithstanding the termination of this Agreement, Developer's obligations with respect to any terms and conditions of this Agreement which by their nature should survive termination, shall survive the termination of this Agreement.
- Section 6.13. Incorporation of Exhibits. The Exhibits attached hereto and incorporated herein by reference are a part of this Agreement to the same extent as if fully set forth herein.

Section 6.14. Indemnity and Release. Developer covenants and agrees, at its expense, to indemnify and hold the City and the Land Bank and their respective members, officers, employees, and agents harmless from and against any loss, liability, damage or expense arising out of any and all claims, demands, expenses, penalties, fines, taxes of any character or nature arising from the this Agreement, including but not limited to, claims for loss or damage to any property or injury to or death of any person arising out of Developer's obligations under this Agreement. If any action or proceeding is brought against the City, the Land Bank or their respective members, directors, officers, employees or agents by reason of any such claim or demand for which Developer is obligated to defend hereunder, upon notice from the City and/or the Land Bank, Developer covenants to defend such action or proceeding on demand of the City or its respective members, directors, officers, employee or agents. Notwithstanding the forgoing, neither the City nor its respective members, directors, officers, employees or agents shall be indemnified against liability for damage arising out of bodily injury to persons or damage to property caused by its own act or omission or the acts or omissions of its own members, directors, officers, employees or agents.

ARTICLE VII EFFECTIVE DATE

Section 7.01. Effective Date. This Agreement shall be become effective upon both parties executing this Agreement.

IN WITNESS WHEREOF, the City, the Land Bank and the Developer have duly executed this Agreement pursuant to all requisite authorizations as of the date first above written.

CITY OF HAYSVILLE, KANSAS

Bruce Armstrong, Mayor

APPROVED AS TO FORM:

Angie Millspaugh, City Clark

Josh Polak, City Anorney

CITY OF HAYSVILLE, KANSAS, LAND BANK

Bruce Armstrong, Chairman

KLATON PROPERTIES, LLC

DocuSigned by:

Jim Elausman

BE865C732CA94AE

By: James A. Klausman

Its: President

Project Area is Shaded Green

Exhibit A



City of Haysville, KS Public Works CS:NAD1983 Basemap: ESRI 12/13/2021 iributors. Map layer by Care East Karla Court p contributors, Microsoff Esn Community Maps con-FO SOOP ည် တို့ပ 5 ≈ ŏe F ~ Qu 2+0 2+0 2 BOX E 5-80 ရွိ_စဉ် located in the River Forest 2nd addition in Haysville, KS. This map depicts land for potential future development P = D \$ ~ B 5880 ក្នុងខ្លួក 10 8 E 5000 P e go ဥ်ဆင္တီဂ 0.06 Miles 5280 Fox So gago o g ≡g a g a data 🗇 (P + S c គ្នងខ្លីប P C S Page Page ర్జిక్టల 5-000 0.03 D mg u PHO O គ្នកខ្ល័ក ₽#Šo 0.01 ₽¥ã° ខ្ពងខ្ពឹក 구 보 교 교 0 BOOK O ឝ្ឌដង្គីធ ရှာလူလ ရေသည် gağo o North Delo East Karla Avenue East Kay Avenue z <Single Family Residence **Legend** Project

Exhibit B Assisted Living Facility Area is Shaded Blue

(Published at www.haysvilleks.gov and in *The Times-Sentinel*, October 23, 2025)

NOTICE OF PUBLIC HEARING AND OF ISSUANCE OF TAXABLE INDUSTRIAL REVENUE BONDS

Public notice is hereby given that the City of Haysville, Kansas (the "Issuer"), will conduct a public hearing on November 10, 2025 at 7:00 p.m., or as soon thereafter as may be heard at the Haysville Municipal Building, 200 W. Grand Ave., Haysville, KS 67060 in regard to the issuance by the Issuer of its Taxable Industrial Revenue Bonds (EAT Assisted Living Project), in a principal amount not to exceed \$13,000,000 (the "Bonds") and in regard to an exemption from ad valorem taxation of property constructed or purchased with the proceeds of such Bonds. The Bonds are proposed to be issued by the Issuer under authority of K.S.A. 12-1740 *et seq.*, as amended, to pay the costs of the acquisition, construction and equipping of an assisted living and memory care facility located near the intersection of Kay Avenue and Karla Avenue in the City of Haysville. The Issuer further intends to lease such facility to Safe Harbour EAT - VII, L.L.C., a Kansas limited liability company (the "Tenant"). The governing body of the Issuer will not pass an ordinance authorizing the issuance of such revenue bonds until the public hearing has been concluded.

Notice is further given, in accordance with K.S.A. 12-1744e, that the Issuer intends to issue the Bonds and lease the facility to the Tenant as set out above.

A copy of this Notice, together with a copy of the inducement resolution of the Issuer to be considered for adoption on October 23, 2025, indicating the intent of the governing body of the Issuer to issue such Bonds and a report analyzing the costs and benefits of such property tax exemption are on file in the office of the Clerk, or will be as soon as completed, and available for public inspection during normal business hours.

All persons having an interest in this matter will be given an opportunity to be heard at the time and place above specified.

Dated: October 23, 2025

CITY OF HAYSVILLE, KANSAS

Angela Fulton, Clerk

| RESOLUTION NO. | |
|----------------|--|
|----------------|--|

A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF HAYSVILLE, KANSAS DETERMINING THE ADVISABILITY OF ISSUING TAXABLE INDUSTRIAL REVENUE BONDS FOR THE PURPOSE OF FINANCING THE ACQUISITION, CONSTRUCTION AND EQUIPPING OF A HEALTHCARE FACILITY TO BE LOCATED IN THE CITY; AND AUTHORIZING EXECUTION OF RELATED DOCUMENTS

WHEREAS, the City of Haysville, Kansas (the "Issuer") desires to promote, stimulate and develop the general economic welfare and prosperity of the City of Haysville, and thereby to further promote, stimulate and develop the general economic welfare and prosperity of the State of Kansas; and

WHEREAS, pursuant to the provisions of the Kansas Economic Development Revenue Bond Act, as amended and codified in K.S.A. 12-1740 *et seq.* (the "Act"), the Issuer is authorized to issue revenue bonds for such purposes, and it is hereby found and determined to be advisable and in the interest and for the welfare of the Issuer and its inhabitants that revenue bonds of the Issuer in a principal amount not to exceed \$13,000,000 be authorized and issued, in one or more series, to provide funds to pay the costs of the acquisition, construction and equipping of a healthcare facility (the "Project") to be located in the Issuer and to be leased by the Issuer to Safe Harbour EAT - VII, L.L.C., a Kansas limited liability company, or another legal entity to be formed by the principals of Safe Harbour EAT - VII, L.L.C. (the "Tenant").

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

Section 1. **Public Purpose**. The governing body of the Issuer hereby finds and determines that the Project will promote, stimulate and develop the general economic welfare and prosperity of the Issuer, and thereby further promote, stimulate and develop the general economic welfare and prosperity of the State of Kansas.

Section 2. **Authorization to Acquire Project; Intent to Issue Bonds**. The Issuer is hereby authorized to proceed with the acquisition, construction and equipping of the Project and to issue its revenue bonds, in one or more series, in the approximate principal amount \$13,000,000 (the "Bonds") to pay the costs thereof, subject to satisfaction of the conditions of issuance set forth herein.

Section 3. Conditions to Issuance of Bonds. The issuance of the Bonds is subject to: (a) the passage of an ordinance authorizing the issuance of the Bonds; (b) the successful negotiation of a Trust Indenture, Site Lease, Project Lease, Bond Purchase Agreement or other legal documents necessary to accomplish the issuance of the Bonds, the terms of which shall be in compliance with the Act and mutually satisfactory to the Issuer and the Tenant; (c) the successful negotiation and sale of the Bonds to a purchaser or purchasers yet to be determined (the "Purchaser"), which sale shall be the responsibility of the Tenant and not the Issuer; (d) the receipt of the approving legal opinion of Gilmore & Bell, P.C. ("Bond Counsel") in form acceptable to the Issuer, the Tenant and the Purchaser; (e) the obtaining of all necessary governmental approvals to the issuance of the Bonds; and (f) the commitment to and payment by the Tenant or Purchaser of all expenses relating to the issuance of the Bonds, including, but not limited to: (i) expenses of the Issuer and the Issuer Attorney; (ii) any underwriting or placement fees and expenses; (iii) all legal fees and expenses of Bond Counsel; and (iv) all recording and filing fees, including fees of the Kansas Board of Tax

Appeals; and (g) the satisfactory negotiation of an agreement with the Tenant relating to the payment or exemption of all or a portion of property taxes assessed against the Project after issuance of the Bonds.

Section 4. **Property Tax Exemption and Payment in Lieu of Taxes**. The Issuer hereby determines that pursuant to the provisions of K.S.A. 79-201a *Twenty-Fourth*, the Project, to the extent purchased or constructed with the proceeds of the Bonds, should be exempt from payment of ad valorem property taxes for ten years commencing with the year following the year in which the Bonds are issued, provided proper application is made therefor; provided no exemption may be granted from the ad valorem property tax levied: (a) by a school district pursuant to the provisions of K.S.A. 72-53,113, and amendments thereto; and (b) for the uses restricted pursuant to the provisions of K.S.A. 79-201a, *Second* and *Twenty-Fourth*. In making such determination the governing body of the Issuer has conducted the public hearing and reviewed the analysis of costs and benefits of such exemption required by K.S.A. 12-1749d. The Tenant is responsible for preparing such application and providing the same to the Issuer for its review and submission to the State Board of Tax Appeals. The Issuer reserves the right to negotiate a payment in lieu of taxes so exempted, to be made by the Tenant.

Section 5. Sales Tax Exemption. The Governing Body hereby determines that pursuant to the provisions of K.S.A. 79-3601 *et seq*. (the "Sales Tax Act"), particularly 79-3606(b) and (d) and other applicable laws, sales of tangible personal property or services purchased in connection with construction of the Project and financed with proceeds of the Bonds are entitled to exemption from the tax imposed by the Sales Tax Act; provided proper application is made therefore. In the event that the Bonds are not issued for any reason, the Tenant will not be entitled to a sales tax exemption under the terms of the Sales Tax Act and will remit to the State Department of Revenue all sales taxes that were not paid due to reliance on the sales tax exemption certificate granted hereunder.

Section 6. **Reliance by Tenant; Limited Liability of Issuer.** It is contemplated that in order to expedite acquisition of the Project and realization of the benefits to be derived thereby, the Tenant may incur temporary indebtedness or expend its own funds to pay costs of the Project prior to the issuance of the Bonds. Proceeds of Bonds may be used to reimburse the Tenant for such expenditures made not more than 60 days prior to the date this Resolution is adopted. The Bonds herein authorized and all interest thereon shall be paid solely from the revenues to be received by the Issuer from the Project and not from any other fund or source. The Issuer shall not be obligated on such Bonds in any way, except as herein set out. In the event that the Bonds are not issued, the Issuer shall have no liability to the Tenant.

Section 7. Execution and Delivery of Bond Purchase Agreement. At such time as the Tenant has demonstrated compliance with the provisions of this Resolution, the Mayor and City Clerk are authorized to execute a bond purchase agreement with the Purchaser and the Tenant for the sale of the Bonds in a form satisfactory to the City Attorney and Bond Counsel.

Section 8. **Further Action**. The Clerk is hereby authorized to deliver an executed copy of this Resolution to the Tenant. The Mayor, Clerk and other officials and employees of the Issuer, including the Issuer's counsel and Bond Counsel, are hereby further authorized and directed to take such other actions as may be appropriate or desirable to accomplish the purposes of this Resolution, including, but not limited to: (a) cooperate with the Tenant in filing an application for a sales tax exemption certificate with the Kansas Department of Revenue with respect to Bond-financed property; and (b) execution on behalf of the Issuer of the information statement regarding the proposed issuance of the Bonds to be filed with the State Board of Tax Appeals pursuant to the Act.

Section 9. **Effective Date**. This resolution shall become effective upon adoption by the Governing Body.

| ADOPTED by the governing body of the City of Haysville, Kansas on November 10, 2025. |
|---|
| [SEAL] |
| Mayor |
| Attest: |
| |
| Clerk |
| CERTIFICATE |
| I hereby certify that the above and foregoing is a true and correct copy of the Resolution of the Issuer adopted by the governing body on November 10, 2025, as the same appears of record in my office |
| DATED: November 10, 2025. |
| |
| Clerk |

EXCERPT OF MINUTES OF A MEETING OF THE GOVERNING BODY OF THE CITY OF HAYSVILLE, KANSAS HELD ON NOVEMBER 10, 2025

The governing body met in regular session at the usual meeting place in the City on November 10, 2025, at 7:00 p.m., the following members being present and participating, to wit:

| Absent: |
|---|
| The Mayor declared that a quorum was present and called the meeting to order. |
| * * * * * * * * * * * |
| (Other Proceedings) |
| Among other business, in accordance with a notice published on October 23, 2025, in the <i>Haysville Sun-Times</i> , a public hearing was held by the governing body relating to the proposed issuance of Taxable Industrial Revenue Bonds (EAT Assisted Living Project) in a principal amount not to exceed \$13,000,000 (the "Bonds") and regarding an exemption from ad valorem taxation of property constructed or purchased with the proceeds of such Bonds. All interested persons were afforded an opportunity to present their views on the issuance of the Bonds, the location and nature of the Project to be financed with the proceeds of the Bonds and the exemption from ad valorem taxation. Thereupon, the public hearing was closed. |
| Thereupon, there was presented a Resolution entitled: |
| A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF HAYSVILLE, KANSAS DETERMINING THE ADVISABILITY OF ISSUING TAXABLE INDUSTRIAL REVENUE BONDS FOR THE PURPOSE OF FINANCING THE ACQUISITION, CONSTRUCTION AND EQUIPPING OF A HEALTHCARE FACILITY TO BE LOCATED IN THE CITY; AND AUTHORIZING EXECUTION OF RELATED DOCUMENTS |
| Thereupon, Councilmember moved that the Resolution be adopted. The motion was seconded by Councilmember The Resolution was duly read and considered, and upon being put, the motion for the adoption of the Resolution was carried by the vote of the governing body, the vote being as follows: |
| Aye: |
| Nay: |
| Thereupon, the Mayor declared the Resolution duly adopted and the Resolution was then duly numbered Resolution No and was signed by the Mayor and attested by the Clerk. |

* * * * * * * * * * * * * *

(Other Proceedings)

On motion duly made, seconded and carried, the meeting hereupon adjourned.

CERTIFICATE

| I | hereby | certify | that | the | foregoing | Excerpt | of | Minutes | is | a tı | rue | and | correct | excerpt | of th | ne |
|------------|------------|-----------|-------|------|--------------|-----------|-------|-----------|-----|------|-------|------|---------|----------|--------|----|
| proceeding | ngs of the | e govern | ing b | ody | of the City | of Hays | ville | e, Kansas | hel | d or | ı the | date | stated | therein, | and th | at |
| the offici | al minute | es of suc | h pro | ceed | lings are on | file in m | y o | ffice. | | | | | | | | |

| [SEAL] | |
|--------|-------|
| | Clerk |

October 23, 2025

Board of Education Unified School District No. 261 1745 W. Grand Haysville, Kansas 67060

County Clerk Board of County Commissioners 100 N. Broadway, Suite 660 Wichita, Kansas 67202

Re:

Not to Exceed \$13,000,000 City of Haysville, Kansas Taxable Industrial Revenue Bonds (EAT Assisted Living Project)

We have enclosed for your information a Notice of the Public Hearing and Issuance of Industrial Revenue Bonds proposed by the City of Haysville, Kansas pursuant to K.S.A. 12-1749c and K.S.A. 12-1749d, as amended.

Very truly yours,

CITY OF HAYSVILLE, KANSAS

Angela Fulton, Clerk

Enclosure

AFFIDAVIT OF MAILING AND PUBLICATION

- I, the undersigned, of lawful age, upon oath or affirmation, hereby declare under the penalties of perjury:
- 1. I am the duly appointed and acting Clerk of the City of Haysville, Kansas, and I was the duly appointed and acting Clerk at all times referred to in this affidavit.
- 2. On October 23, 2025, I mailed a letter and attached Notice of Public Hearing addressed as follows:

Board of Education Unified School District No. 261 1745 W. Grand Haysville, Kansas 67060

County Clerk Board of County Commissioners 100 N. Broadway, Suite 660 Wichita, Kansas 67202

The foregoing items were mailed by first-class mail with adequate postage. Each envelope was endorsed with the return address of my office. Copies of the letter and notice mailed are attached to this affidavit.

- 3. Neither package was returned undelivered.
- 4. The Notice of Public Hearing mailed as stated above was published once in the *Haysville Sun-Times*, the official City newspaper, on October 23, 2025, which date was at least seven days prior to the date the public hearing was held. A true copy of the affidavit of publication of the Notice of Hearing is attached to this affidavit.

| STATE OF KANSAS |) | Angela Fulton, Clerk |
|-------------------------|----------------------------|--|
| COUNTY OF SEDGWICK |) SS:) | |
| Subscribed and sworn | or affirmed before me this | day of October, 2025. |
| | _ | |
| [SEAL] | | Notary Public |
| My Appointment Expires: | - | Typed or Printed Name of Notary Public |
| | | |

A Tax Abatement Cost-Benefit Analysis of Midwest Health-Homestead of Haysville Estates For the City of Haysville

Completed by
Municipal Consulting, LLC
6/15/2023

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ABOUT THIS REPORT:

This report uses data that was collected from the firm involved and budget reports from each of the taxing entities where the project is to be located. This data is summarized on pages 4 and 5. In addition, various calculations were applied to the data using rates and information gathered from the current economic and financial conditions, as well as data published by the Kansas Department of Revenue.

DEFINITIONS USED:

- Rate of Return: Incentives and tax abatements granted by the taxing entities are equivalent to a public investment in the firm. Comparing these investments to the various benefits received over the 10-year project period by the public entity produces an average annual rate of return for the period. Generally, a rate of return that exceeds the entity's cost of capital would be considered a favorable investment.
- **Net Present Value:** This is the amount that a future series of payments is worth today, given an assumed discount rate. The only way to accurately compare payments to be made or received in the future to the dollar value at present is with Net Present Value. Generally a positive net present value represents an acceptable investment opportunity.
- Benefit Cost Ratio: Typically referred to as the "Cost-Benefit Ratio," this is the ratio of the public entity benefits received over the 10-year project life to the public costs incurred over the same period. If the ratio is above 1.0, then the benefits exceed the costs, and if it is less than 1.0, the costs exceed the benefits. Generally, a public entity would like to have a Benefit-to-Cost ratio of 1.3 or better in order to grant a tax abatement and/or other incentives. However, the governing body may take into account the other economic benefits of the project in making that decision.

DISCLAIMER:

This report is prepared using a variety of assumptions regarding discount rate, inflation rate, and other economic variables. It also uses information submitted by the firm based on its best estimates of what they expect to occur in the next decade.

Future business results and economic factors are not and cannot be guaranteed. Therefore, we provide no guarantee on the future performance of the firm, or that conditions within the taxing entities will remain as they are today. The governing body should make its decision on the best information presented, while fully recognizing that future performance could be substantially different.

COMMENTS SPECIFIC TO THIS PROJECT:

The overall costs and benefits for each taxing entity are:

| Taxing Entity | Benefit to Cost Ratio | Average Return on Investment |
|----------------------------|-----------------------|------------------------------|
| City of Haysville | 1.46 | 5% |
| Sedgwick County | 1.24 | 2% |
| Haysville USD 261 | 3.64 | 26% |
| Sedgwick County Fire Dist. | 1.06 | 1% |
| State of Kansas | 1.33 | 3% |

Each of the taxing entities has a positive benefit-to-cost ratio. This report assumes that the City of Haysville will approve a 100% property tax abatement for 10 years. This report assumes that the firm will obtain a sales tax exemption on construction materials and equipment and that the existing sales tax rates for the city, county and state will remain the same. The projected average wage of the new employees is about 40% of the county average and we have used that percentage adjustment for retail spending amounts of the new employees.

If you have any questions or comments, you may reach me with the contact information below.

R. Steven Robb, Sole Owner Municipal Consulting, LLC

Cell: 620-704-6495 E-Mail: steverobb@ckt.net 2207 N. Free King Hwy, Pittsburg, KS 66762-8418

| COST-BENE | FIT ANAL | YSIS PROJ | JECT SUMN | //ARY | | | |
|---|--------------|---------------|----------------------------------|--------------|--------------|--|--|
| PROJECT NAME: Midwest Health-Homestead of Haysville Estates | | | | | | | |
| DATE: | | | 6/15/2023 | (Revised) | | | |
| Tenant (If diffe | rent from o | wner): | N/A | | | | |
| GOVERNM | ENTAL EN | TITIES IN | VOLVED: | | | | |
| CITY: | | | City of Hav | ysville | | | |
| COUNTY: | | | Sedgwick | | | | |
| SCHOOL DISTR | ICT: | | Haysville I | JSD 261 | | | |
| SPECIAL TAXIN | G DISTRICT | #1 | Sedgwick | County Fire | e Dist. | | |
| STATE: | | | State of Ka | ansas | | | |
| INFLATION RA | TE: | 2.70% | 70% DEFAULT DISCOUNT RATE: 7.50% | | | | |
| The assumed inflation rate is the estimated rate for 2023 based on the Consumer | | | | | | | |
| Price Index. Th | e discount r | ate is the cu | rrent prevailir | ng commercia | l loan rate. | | |

PROJECT SUMMARY: Construction of a 53 unit senior living facility that will have 37 assisted living units and 16 memory care units.

Midwest Health-Homestead of Haysville Estates

| Community Data Inputs: | | | | | |
|-------------------------------------|-------------------|-----------------|-------------------|----------------------------|------------|
| | City of Haysville | Sedgwick County | Haysville USD 261 | Sedgwick County Fire Dist. | State |
| Mill Levy | 45.432000 | 29.368000 | 56.776000 | 17.912000 | 1.500 |
| Sales Tax | 0.000% | 1.000% | n/a | n/a | 6.50% |
| Transient Guest Tax | 6.00% | 5.00% | n/a | n/a | n/a |
| Utility Revenue/HsHld | \$522.06 | n/a | n/a | n/a | n/a |
| Franchise Fees/HsHld | \$107.55 | n/a | n/a | n/a | n/a |
| Other Revenues/Res. | \$114.95 | \$134.27 | n/a | \$26.09 | \$2,462.21 |
| Marg. Cost/Res./Student | \$69.49 | \$50.69 | \$1,419.34 | \$2.37 | \$942.66 |
| Other Revenues/Worker | \$104.08 | \$121.57 | n/a | \$127.31 | \$2,086.08 |
| Marginal Cost/New Worker | \$62.92 | \$45.89 | n/a | \$2.14 | \$798.66 |
| State Funding/Pupil | n/a | n/a | \$11,610.74 | n/a | \$10,800 |
| Federal Funding/Pupil | n/a | n/a | \$2,222.19 | n/a | \$2,114 |
| Visitor Daily Spending | \$50.00 | \$50.00 | | | \$75.00 |
| Average Hotel Room Rate | \$100 | \$100 | | Total Mill Levy | n/a |
| Retail Pull Factor | 0.36 | 1.14 | | 150.988 | n/a |
| Percent of County Share | 1.50% | 100.00% | | | n/a |
| Ann. Local Per Capita Sales/Use Tax | \$0 | \$217 | | | n/a |
| Ann. State Per Capita Sales/Use Tax | \$408 | \$1,277 | | | \$1,779 |
| Annual Per Capita Retail Sales | \$17,444 | \$17,238 | | | \$27,367 |
| Average Household Size | 2.66 | 2.57 | | | 2.49 |
| Avg. Wage-All Occupations | N/A | \$52,080 | | | \$52,850 |

Midwest Health-Homestead of Haysville Estates

| Firm Data Inputs: | | | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 | Year 6 | Year 7 | Year 8 | Year 9 | Year 10 | Totals |
|--------------------------|----------------------------------|-------------|--------------|-----------------|------------------|-------------|-------------|----------------|----------------|-------------|-------------|-------------|--------------|
| Investment in Land | | | \$250,000 | | | | | | | | | | \$250,000 |
| Investment in Building | Constructio | n | \$9,378,500 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$9,378,500 |
| Investment in FFE | | | \$371,500 | \$0 | \$0 | | | | | | | | \$371,500 |
| Other Project Costs* | | | \$3,000,000 | \$0 | | | | | | | | | \$3,000,000 |
| Total Project Investme | nt | | \$13,000,000 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$13,000,000 |
| Value of City Sales Tax | Exemption: | | \$0 | Value of County | y Sales Tax Exen | nption: | \$39,372 | Value of State | Sales Tax Exem | ption:: | \$313,709 | | \$353,080 |
| | Growth | Const. Per. | Yr. 1 | Yr. 2 | Yr. 3 | Yr. 4 | Yr. 5 | Yr. 6 | Yr. 7 | Yr. 8 | Yr. 9 | Yr. 10 | Total |
| Sales | 0.00% | | \$532,000 | \$2,456,105 | \$2,902,460 | \$2,975,022 | \$3,049,397 | \$3,125,632 | \$3,203,773 | \$3,283,867 | \$3,365,964 | \$3,450,113 | \$28,344,333 |
| Purchases | 0.00% | | \$10,821 | \$18,550 | \$18,550 | \$18,550 | \$18,550 | \$18,550 | \$18,550 | \$18,550 | \$18,550 | \$18,550 | \$177,771 |
| Net Util. RevEmployees | 3.00% | \$0 | \$9,919 | \$14,250 | \$14,677 | \$15,117 | \$15,571 | \$16,038 | \$16,519 | \$17,015 | \$17,525 | \$18,051 | \$154,683 |
| Franchise Fees-Employees | 3.00% | \$0 | \$2,043 | \$2,935 | \$3,024 | \$3,114 | \$3,208 | \$3,304 | \$3,403 | \$3,505 | \$3,610 | \$3,719 | \$31,865 |
| Utility RevFirm | 3.00% | \$3,560 | \$16,807 | \$17,311 | \$17,830 | \$18,365 | \$18,916 | \$19,484 | \$20,068 | \$20,670 | \$21,290 | \$21,929 | \$196,230 |
| Franchise Fees-Firm | 3.00% | \$1,138 | \$5,371 | \$5,532 | \$5,698 | \$5,869 | \$6,045 | \$6,226 | \$6,413 | \$6,605 | \$6,804 | \$7,008 | \$62,708 |
| New Employees | | 0 | 38 | 15 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 53 |
| Employees new to the | city | 50% | 19 | 8 | 0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 27 |
| Employees new to the | county | 21% | 8 | 3 | 0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 11 |
| Employees new to the | state | 0.0% | 0 | 0 | 0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0 |
| New students in K-12 | | 100% | 19 | 8 | 0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 28 |
| K-12 Students New to the | State | 0.00% | 0 | 0 | 0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0 |
| New employee average | e salary | 2.70% | \$20,750 | \$21,310 | \$21,886 | \$22,477 | \$23,083 | \$23,707 | \$24,347 | \$25,004 | \$25,679 | \$26,373 | N/A |
| Tax Abatement-Land | | | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | N/A |
| Tax Abatement-Bldg. | | | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | N/A |
| Visitors | 0.0% | 0 | 20 | 20 | 20 | 20 | 20 | 20 | 20 | 20 | 20 | 20 | 200 |
| | | | City | County | State | | | | | | | | |
| Percentage of sales tax | rcentage of sales taxable in the | | 0% | 0% | 0% | | | | | | | | |

100%

2.70%

100%

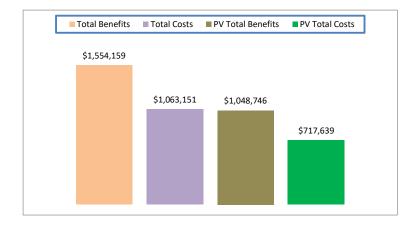
Percentage of purchases taxable in the

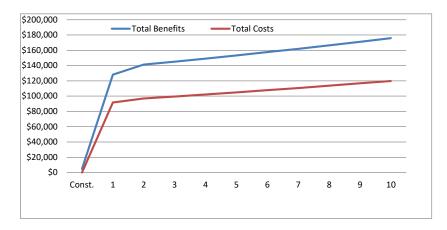
Assumed Inflation Rate

^{*} Includes legal, permits, licenses, bond fees and other soft costs

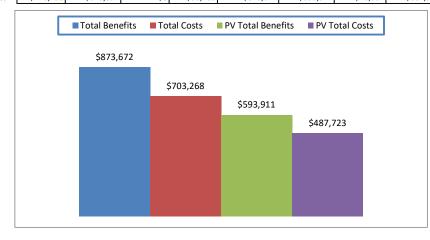
| Column1 | Column2 | Column3 | Column4 | Column5 | Column6 | Column7 | Column8 | Column9 |
|------------------------------|-------------------|-------------|-------------|-------------|-------------|-------------|------------|---------|
| COST-BENEFIT ANALYSIS | PROJECT SU | JMMARY | | | | | | |
| | | | | | | | | |
| PROJECT NAME: | | Midwest I | Health-Hon | nestead of | Haysville I | Ratio of | | |
| DATE: | | 6/15/2023 | | | | NPV of Net | | |
| | | | | Net | NPV | Benefits to | Actual | Avg. |
| | | | | Present | of | NPV of | Benefit to | Annual |
| | | Total | | Value | Incentives | Incentives | Actual | Rate |
| | Total | Costs & | Net | of Net | & Taxes | and Taxes | Cost | of |
| Entity | Benefits | Incentives | Benefits | Benefits | Abated | Abated | Ratio | Return |
| City of Haysville | \$1,554,159 | \$1,063,151 | \$491,008 | \$331,108 | \$672,686 | 0.49 | 1.46 | 5% |
| Sedgwick County | \$873,672 | \$703,268 | \$170,405 | \$106,188 | \$474,207 | 0.22 | 1.24 | 2% |
| Haysville USD 261 | \$5,394,337 | \$1,483,762 | \$3,910,574 | \$2,617,716 | \$722,347 | 3.62 | 3.64 | 26% |
| Sedgwick County Fire Dist. | \$416,307 | \$393,506 | \$22,801 | \$15,224 | \$265,213 | 0.06 | 1.06 | 1% |
| State of Kansas | \$738,227 | \$553,896 | \$184,331 | \$78,258 | \$335,918 | 0.23 | 1.33 | 3% |
| Totals | \$8,976,702 | \$4,197,582 | \$4,779,119 | \$3,148,494 | \$2,470,371 | 1.275 | 2.14 | n/a |

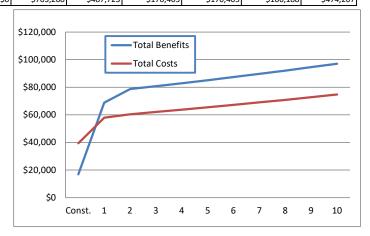
| SUMMARY OF COSTS AND BENEFITS FOR: City of Haysville PROJECT: Midwest Health-Homestead of Haysville Estates | | | | | | | | Ratio of Actual Benefits to Actual Costs Over the 10-Year Period: Ratio of Present Value of Total Benefits to Present Value of Total Costs: | | | | | | | 1.46 1.46 | |
|---|---|--------------------------|---------------------------------------|------------------|---------------------------|-------------------|-------------------------------------|--|--|--------------------------------------|----------------|---|-----------------------------|---|---|--|
| DATE: | | 6/15/2023 | | | DISCOUNT | RATE: | 7.500% | (Typical des | red ratio wou | ıld be 1.3 to 1 | L) | | Average ROI | l | 4.62% | |
| Year | Sales and Transient Guest Taxes | New Property Taxes | Utilities and Franchise Fees | PILOT Payment | Other City Revenues | Total Benefits | Net Present Value of Total Benefits | Cost of Various City Services | Incentives and Property Taxes Abated | Current Property Taxes Lost | Total Costs | Net Present Value of Total Costs | Net Benefits or Costs | Cumulative Net Benefits or Costs | Net Present Value of Net Benefits | Net Present Value of Incentives & Taxes Abated |
| Const. | \$0 | \$0 | \$4,698 | \$0 | \$0 | \$4,698 | \$4,698 | \$0 | \$0 | \$0 | \$0 | \$0 | \$4,698 | \$4,698 | \$4,698 | \$0 |
| 1 | \$120 | \$88,056 | \$34,140 | \$0 | \$5,751 | \$128,067 | \$119,132 | \$3,477 | \$88,056 | \$0 | \$91,533 | \$85,147 | \$36,534 | \$41,232 | \$33,985 | \$81,913 |
| 2 | \$123 | \$90,434 | \$40,028 | \$0 | \$10,622 | \$141,207 | \$122,191 | \$6,422 | \$90,434 | \$0 | \$96,856 | \$83,812 | \$44,352 | \$85,584 | \$38,379 | \$78,255 |
| 3 | \$127 | \$92,876 | \$41,229 | \$0 | \$10,893 | \$145,123 | \$116,819 | \$6,585 | \$92,876 | \$0 | \$99,461 | \$80,062 | \$45,663 | \$131,247 | \$36,757 | \$74,761 |
| 4 | \$130 | \$95,383 | \$42,466 | \$0 | \$11,170 | \$149,148 | \$111,682 | \$6,753 | \$95,383 | \$0 | \$102,136 | \$76,479 | \$47,013 | \$178,260 | \$35,203 | \$71,423 |
| 5 | \$133 | \$97,959 | \$43,740 | \$0 | \$11,454 | \$153,286 | \$106,772 | \$6,925 | \$97,959 | \$0 | \$104,883 | \$73,057 | \$48,402 | \$226,662 | \$33,715 | \$68,234 |
| 6 | \$137 | \$100,603 | \$45,052 | \$0 | \$11,745 | \$157,538 | \$102,078 | \$7,101 | \$100,603 | \$0 | \$107,704 | \$69,788 | \$49,834 | \$276,496 | \$32,290 | \$65,187 |
| 7 | \$141 | \$103,320 | \$46,403 | \$0 | \$12,044 | \$161,908 | \$97,591 | \$7,282 | \$103,320 | \$0 | \$110,601 | \$66,665 | \$51,307 | \$327,803 | \$30,926 | \$62,276 |
| 8 | \$145 | \$106,109 | \$47,795 | \$0 | \$12,351 | \$166,401 | \$93,301 | \$7,467 | \$106,109 | \$0 | \$113,576 | \$63,683 | \$52,824 | \$380,627 | \$29,619 | \$59,496 |
| 9 | \$149 | \$108,974 | \$49,229 | \$0 | | \$171,018 | \$89,200 | \$7,657 | \$108,974 | \$0 | \$116,632 | \$60,833 | \$54,386 | \$435,013 | \$28,367 | \$56,839 |
| 10 | \$153 | \$111,917 | \$50,706 | \$0 | \$12,989 | \$175,764 | \$85,280 | \$7,852 | \$111,917 | \$0 | \$119,769 | \$58,111 | \$55,995 | \$491,008 | \$27,168 | \$54,301 |
| Total | \$1,357 | \$995,631 | \$445,487 | \$0 | \$111,685 | \$1,554,159 | \$1,048,746 | \$67,520 | \$995,631 | \$0 | \$1,063,151 | \$717,639 | \$491,008 | \$491,008 | \$331,108 | \$672,686 |



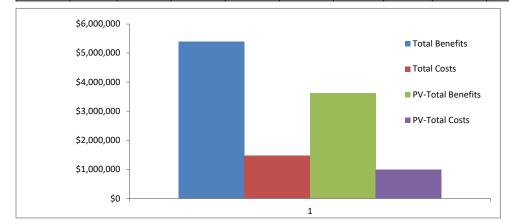


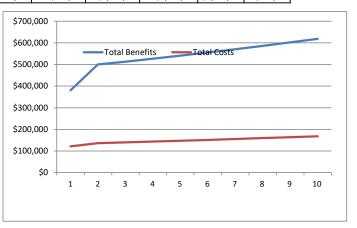
| SUMMARY OF COSTS AND BENEFITS FOR: Sedgwick Count | | | | | | | | Ratio of Actual Benefits to Actual Costs Over the 10-Year Period: | | | | | | | 1.24 |
|---|---|--------------------------|------------------|-----------------------------|-------------------|-------------------------------------|--|---|--------------------------------------|----------------|----------------------------------|-----------------------------|---|---|---|
| PROJE | CT: | Midwest H | lealth-Hor | nestead o | f Haysville Es | states | | Ratio of Pre | sent Value o | f Total Bene | fits to Prese | ent Value of 1 | otal Costs: | | 1.22 |
| DATE: | | 6/15/2023 | | | DISCOUNT RA | ATE: | 7.500% | | (Typical desi | red ratio wo | uld be 1.3 to | 1) | Average ROI | | 2.42% |
| Year | Sales and Transient Guest Taxes | New Property Taxes | PILOT Payment | Other County Revenues | Total Benefits | Net Present Value of Total Benefits | Cost of Various County Services | Incentives and Property Taxes Abated | Current Property Taxes Lost | Total Costs | Net Present Value of Total Costs | Net Benefits or Costs | Cumulative Net Benefits or Costs | Net Present Value of Net Benefits | Net Present Value of Taxes Abated |
| Const. | \$16,881 | \$0 | \$0 | \$0 | \$16,881 | \$16,881 | \$0 | \$39,372 | \$0 | \$39,372 | \$39,372 | -\$22,490 | -\$22,490 | -\$22,490 | \$39,372 |
| 1 | \$9,196 | \$56,921 | \$0 | \$2,754 | \$68,871 | \$64,066 | \$1,040 | \$56,921 | \$0 | \$57,961 | \$53,917 | \$10,911 | -\$11,579 | \$10,150 | \$52,950 |
| 2 | \$15,040 | \$58,458 | \$0 | \$5,118 | \$78,616 | \$68,029 | \$1,932 | \$58,458 | \$0 | \$60,390 | \$52,257 | \$18,226 | \$6,647 | \$15,772 | \$50,586 |
| 3 | \$15,428 | \$60,036 | \$0 | \$5,248 | \$80,712 | \$64,970 | \$1,981 | \$60,036 | \$0 | \$62,017 | \$49,921 | \$18,695 | \$25,342 | \$15,049 | \$48,327 |
| 4 | \$15,826 | \$61,657 | \$0 | \$5,381 | \$82,865 | \$62,049 | \$2,031 | \$61,657 | \$0 | \$63,689 | \$47,690 | \$19,176 | \$44,517 | \$14,359 | \$46,169 |
| 5 | \$16,235 | \$63,322 | \$0 | \$5,518 | \$85,075 | \$59,259 | \$2,083 | \$63,322 | \$0 | \$65,405 | \$45,558 | \$19,670 | \$64,187 | \$13,701 | \$44,107 |
| 6 | \$16,654 | \$65,032 | \$0 | \$5,658 | \$87,344 | \$56,595 | \$2,136 | \$65,032 | \$0 | \$67,168 | \$43,522 | \$20,176 | \$84,363 | \$13,073 | \$42,138 |
| 7 | \$17,084 | \$66,788 | \$0 | \$5,802 | \$89,674 | \$54,051 | \$2,190 | \$66,788 | \$0 | \$68,978 | \$41,577 | \$20,696 | \$105,059 | \$12,475 | \$40,257 |
| 8 | \$17,526 | \$68,591 | \$0 | \$5,950 | \$92,066 | \$51,622 | \$2,246 | \$68,591 | \$0 | \$70,837 | \$39,718 | \$21,230 | \$126,289 | \$11,903 | \$38,459 |
| 9 | \$17,979 | \$70,443 | \$0 | \$6,101 | \$94,523 | \$49,302 | \$2,303 | \$70,443 | \$0 | \$72,746 | \$37,943 | \$21,777 | \$148,066 | \$11,359 | \$36,742 |
| 10 | \$18,444 | \$72,345 | \$0 | \$6,256 | \$97,045 | \$47,086 | \$2,362 | \$72,345 | \$0 | \$74,706 | \$36,247 | \$22,339 | \$170,405 | \$10,839 | \$35,101 |
| Total | \$176,295 | \$643,592 | \$0 | \$53,785 | \$873,672 | \$593,911 | \$20,304 | \$682,964 | \$0 | \$703,268 | \$487,723 | \$170,405 | \$170,405 | \$106,188 | \$474,207 |





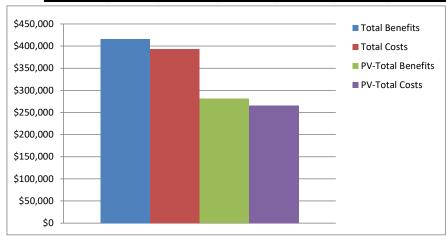
| SUMM | SUMMARY OF COSTS AND BENEFITS FOR: Haysville USD 261 | | | | | | | | Ratio of Actual Benefits to Actual Costs Over the 10-Year Period: | | | | | | 3.64 |
|--------|--|---------|------------|-------------|--------------|-------------|-----------|----------|---|----------------|--------------|---------------|----------------|-------------|-----------|
| PROJEC | T: | Midwest | Health-Hor | nestead of | Haysville Es | tates | | | Ratio of Pre | sent Value o | f Total Bene | fits to Prese | nt Value of To | otal Costs: | 3.62 |
| DATE: | 6/15/2023 | | | | DISCOUNT F | RATE: | 7.50% | | (Typical de | esired ratio w | vould be 1.3 | to 1) | Average ROI | | 26.36% |
| | | | | Additional | | Net | | | | | Net | | | | |
| | | | New | State, | | Present | | | | | Present | | | Net | Net |
| | | | District | Federal | | Value | Marginal | Current | | | Value | | Cumulative | Present | Present |
| | New | | Capital | and | | of | Costs | Property | Property | | of | Net | Net | Value of | Value of |
| | Property | PILOT | Outlay | Other | Total | Total | of New | Taxes | Taxes | Total | Total | Benefits | Benefits | Net | Taxes |
| Year | Taxes | Payment | Taxes | Funding | Benefits | Benefits | Students | Lost | Abated | Costs | Costs | or Costs | or Costs | Benefits | Abated |
| 1 | \$94,557 | \$0 | \$15,486 | \$269,922 | \$379,965 | \$353,456 | \$26,967 | \$0 | \$94,557 | \$121,524 | \$113,046 | \$258,441 | \$258,441 | \$240,410 | \$87,960 |
| 2 | \$97,110 | \$0 | \$15,904 | \$386,635 | \$499,649 | \$432,363 | \$38,628 | \$0 | \$97,110 | \$135,738 | \$117,459 | \$363,911 | \$622,352 | \$314,904 | \$84,033 |
| 3 | \$99,732 | \$0 | \$16,334 | \$397,074 | \$513,140 | \$413,057 | \$39,671 | \$0 | \$99,732 | \$139,403 | \$112,214 | \$373,737 | \$996,089 | \$300,843 | \$80,280 |
| 4 | \$102,425 | \$0 | \$16,775 | \$407,795 | \$526,995 | \$394,614 | \$40,742 | \$0 | \$102,425 | \$143,167 | \$107,203 | \$383,828 | \$1,379,916 | \$287,410 | \$76,696 |
| 5 | \$105,190 | \$0 | \$17,228 | \$418,805 | \$541,223 | \$376,994 | \$41,842 | \$0 | \$105,190 | \$147,032 | \$102,417 | \$394,191 | \$1,774,107 | \$274,577 | \$73,271 |
| 6 | \$108,030 | \$0 | \$17,693 | \$430,113 | \$555,836 | \$360,161 | \$42,972 | \$0 | \$108,030 | \$151,002 | \$97,844 | \$404,834 | \$2,178,941 | \$262,317 | \$70,000 |
| 7 | \$110,947 | \$0 | \$18,171 | \$441,726 | \$570,844 | \$344,079 | \$44,132 | \$0 | \$110,947 | \$155,079 | \$93,475 | \$415,765 | \$2,594,706 | \$250,604 | \$66,874 |
| 8 | \$113,943 | \$0 | \$18,661 | \$453,653 | \$586,257 | \$328,715 | \$45,324 | \$0 | \$113,943 | \$159,266 | \$89,301 | \$426,990 | \$3,021,696 | \$239,414 | \$63,888 |
| 9 | \$117,019 | \$0 | \$19,165 | \$465,901 | \$602,086 | \$314,038 | \$46,547 | \$0 | \$117,019 | \$163,567 | \$85,314 | \$438,519 | \$3,460,215 | \$228,724 | \$61,035 |
| 10 | \$120,179 | \$0 | \$19,682 | \$478,481 | \$618,342 | \$300,016 | \$47,804 | \$0 | \$120,179 | \$167,983 | \$81,504 | \$450,359 | \$3,910,574 | \$218,511 | \$58,310 |
| Total | \$1,069,133 | \$0 | \$175,099 | \$4,150,105 | \$5,394,337 | \$3,617,492 | \$414,630 | \$0 | \$1,069,133 | \$1,483,762 | \$999,776 | \$3,910,574 | \$3,910,574 | \$2,617,716 | \$722,347 |

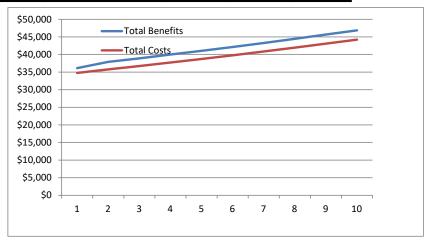




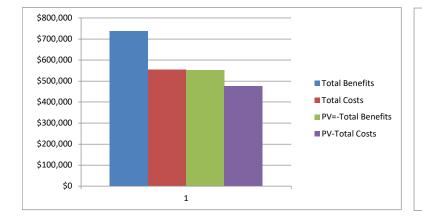
| SUMMARY | SUMMARY OF COSTS AND BENEFITS FOR: Sed | | | | | | edgwick County Fire Dist. Ratio of Actual Benefits to Actual Costs Over the 10-Year Period: | | | | | | d: | 1.06 |
|----------|--|--|--|--|------------|-------|---|---|--------------|---------------|----------------|---------------|------------|-------|
| PROJECT: | PROJECT: Midwest Health-Homestead of Haysville Estates | | | | | | | Ratio of Pre | sent Value o | of Total Bene | fits to Presen | t Value of To | tal Costs: | 1.06 |
| DATE: 6/ | ATE : 6/15/2023 | | | | DISCOUNT I | RATE: | 7.50% | (Typical desired ratio would be 1.3 to 1) Average ROI | | | | | | 0.58% |
| | | | | | Net | | | | Net | | | | | |

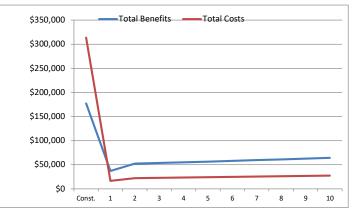
| | -, -, | | | | | | | (/ | | | • | | |
|-------|-----------|---------|----------|-----------|-----------|----------|-----------|-----------|-----------|----------|------------|----------|-----------|
| | | | | | Net | | | | Net | | | | |
| | | | | | Present | | | | Present | | | Net | Net |
| | New | | | | Value | | District | | Value | | Cumulative | Present | Present |
| | District | | Other | | of | Other | Property | | of | Net | Net | Value of | Value of |
| | Property | PILOT | District | Total | Total | District | Taxes | Total | Total | Benefits | Benefits | Net | Taxes |
| Year | Taxes | Payment | Revenues | Benefits | Benefits | Costs | Abated | Costs | Costs | or Costs | or Costs | Benefits | Abated |
| 1 | \$34,717 | \$0 | \$1,401 | \$36,118 | \$33,599 | \$50 | \$34,717 | \$34,767 | \$32,341 | \$1,352 | \$1,352 | \$1,257 | \$32,295 |
| 2 | \$35,654 | \$0 | \$2,235 | \$37,890 | \$32,787 | \$92 | \$35,654 | \$35,747 | \$30,933 | \$2,143 | \$3,495 | \$1,854 | \$30,853 |
| 3 | \$36,617 | \$0 | \$2,294 | \$38,911 | \$31,322 | \$94 | \$36,617 | \$36,712 | \$29,551 | \$2,199 | \$5,694 | \$1,771 | \$29,475 |
| 4 | \$37,606 | \$0 | \$2,354 | \$39,960 | \$29,922 | \$97 | \$37,606 | \$37,703 | \$28,232 | \$2,257 | \$7,952 | \$1,690 | \$28,159 |
| 5 | \$38,621 | \$0 | \$2,416 | \$41,037 | \$28,585 | \$99 | \$38,621 | \$38,720 | \$26,971 | \$2,317 | \$10,268 | \$1,614 | \$26,902 |
| 6 | \$39,664 | \$0 | \$2,480 | \$42,144 | \$27,307 | \$102 | \$39,664 | \$39,766 | \$25,767 | \$2,378 | \$12,646 | \$1,541 | \$25,701 |
| 7 | \$40,735 | \$0 | \$2,545 | \$43,280 | \$26,087 | \$104 | \$40,735 | \$40,839 | \$24,616 | \$2,440 | \$15,087 | \$1,471 | \$24,553 |
| 8 | \$41,835 | \$0 | \$2,612 | \$44,447 | \$24,921 | \$107 | \$41,835 | \$41,942 | \$23,517 | \$2,505 | \$17,591 | \$1,404 | \$23,457 |
| 9 | \$42,964 | \$0 | \$2,681 | \$45,645 | \$23,808 | \$110 | \$42,964 | \$43,074 | \$22,467 | \$2,571 | \$20,162 | \$1,341 | \$22,409 |
| 10 | \$44,124 | \$0 | \$2,751 | \$46,875 | \$22,744 | \$113 | \$44,124 | \$44,237 | \$21,463 | \$2,639 | \$22,801 | \$1,280 | \$21,409 |
| Total | \$392,537 | \$0 | \$23,770 | \$416,307 | \$281,082 | \$969 | \$392,537 | \$393,506 | \$265,858 | \$22,801 | \$22,801 | \$15,224 | \$265,213 |





| SUMM | SUMMARY OF COSTS AND BENEFITS FOR: State of Kansas | | | | | | | | Ratio of Actual Benefits to Actual Costs Over the 10-Year Period: 1.3 | | | | | | | 1.33 | |
|--------|--|-----------|-----------|-----------|-------------|------------|-----------|----------|---|---------------|---------------|---------------|-------------|--------------|------------|------------|------------|
| PROJEC | T: | Midwest | Health-Ho | mestead o | of Haysvill | e Estates | | | Ratio of Pr | esent Value o | of Total Bene | fits to Prese | nt Value of | Total Costs: | | 1.16 | |
| DATE: | | 6/15/2023 | | | | DISCOUNT F | RATE: | 7.50% | (Typical | desired ratio | would be 1.3 | 3 to 1) | | Average ROI | | 3.33% | |
| | | | | | | | Net | | | | | | Net | | | | Present |
| | | | Corporate | | | | Present | | | Incentives | | | Present | | | Net | Value of |
| | | | and | | | | Value | Cost of | Cost of | and | Current | | Value | | Cumulative | Present | Taxes |
| | | New | Personal | | Other | | of | Various | Educating | Property | Property | | of | Net | Net | Value of | Abated |
| | Sales | Property | Income | PILOT | State | Total | Total | State | New | Taxes | Taxes | Total | Total | Benefits | Benefits | Net | and |
| Year | Taxes | Taxes | Taxes | Payment | Revenues | Benefits | Benefits | Services | Students | Abated | Lost | Costs | Costs | or Costs | or Costs | Benefits | Incentives |
| Const. | \$130,303 | \$0 | \$46,893 | \$0 | \$0 | \$177,195 | \$177,195 | \$0 | \$0 | \$313,709 | \$0 | \$313,709 | \$313,709 | -\$136,514 | -\$136,514 | -\$136,514 | \$313,709 |
| 1 | \$17,805 | \$2,907 | \$16,559 | \$0 | \$0 | \$37,271 | \$34,670 | \$0 | \$13,484 | \$2,907 | \$0 | \$16,391 | \$15,247 | \$20,880 | -\$115,634 | \$19,423 | \$2,704 |
| 2 | \$25,610 | \$2,986 | \$23,718 | \$0 | \$0 | \$52,314 | \$45,269 | \$0 | \$19,314 | \$2,986 | \$0 | \$22,300 | \$19,297 | \$30,014 | -\$85,620 | \$25,972 | \$2,584 |
| 3 | \$26,269 | \$3,066 | \$24,359 | \$0 | \$0 | \$53,694 | \$43,221 | \$0 | \$19,835 | \$3,066 | \$0 | \$22,902 | \$18,435 | \$30,792 | -\$54,828 | \$24,786 | \$2,468 |
| 4 | \$26,945 | \$3,149 | \$25,016 | \$0 | \$0 | \$55,111 | \$41,267 | \$0 | \$20,371 | \$3,149 | \$0 | \$23,520 | \$17,612 | \$31,591 | -\$23,238 | \$23,655 | \$2,358 |
| 5 | \$27,640 | \$3,234 | \$25,692 | \$0 | \$0 | \$56,566 | \$39,402 | \$0 | \$20,921 | \$3,234 | \$0 | \$24,155 | \$16,826 | \$32,411 | \$9,173 | \$22,576 | \$2,253 |
| 6 | \$28,354 | \$3,322 | \$26,386 | \$0 | \$0 | \$58,061 | \$37,621 | \$0 | \$21,486 | \$3,322 | \$0 | \$24,807 | \$16,074 | \$33,254 | \$42,427 | \$21,547 | \$2,152 |
| 7 | \$29,087 | \$3,411 | \$27,098 | \$0 | \$0 | \$59,596 | \$35,922 | \$0 | \$22,066 | \$3,411 | \$0 | \$25,477 | \$15,357 | \$34,119 | \$76,546 | \$20,565 | \$2,056 |
| 8 | \$29,840 | \$3,503 | \$27,830 | \$0 | \$0 | \$61,173 | \$34,300 | \$0 | \$22,662 | \$3,503 | \$0 | \$26,165 | \$14,671 | \$35,007 | \$111,553 | \$19,629 | \$1,964 |
| 9 | \$30,613 | \$3,598 | \$28,581 | \$0 | \$0 | \$62,792 | \$32,751 | \$0 | \$23,274 | \$3,598 | \$0 | \$26,872 | \$14,016 | \$35,920 | \$147,473 | \$18,735 | \$1,877 |
| 10 | \$31,407 | \$3,695 | \$29,353 | \$0 | \$0 | \$64,455 | \$31,273 | \$0 | \$23,902 | \$3,695 | \$0 | \$27,597 | \$13,390 | \$36,857 | \$184,331 | \$17,883 | \$1,793 |
| Total | \$403,872 | \$32,872 | \$301,483 | \$0 | \$0 | \$738,227 | \$552,891 | \$0 | \$207,315 | \$346,581 | \$0 | \$553,896 | \$474,633 | \$184,331 | \$184,331 | \$78,258 | \$335,918 |





Midwest Health-Homestead of Haysville Estates

OVERALL COST-BENEFIT SUMMARY

| | | | DIRECT R | EVENUES | | | TOTAL | | | DIRECT | INDIRECT | | |
|----------------------------|-----------|---------|-------------|-------------------|-------------------------|---------------------|-----------------|-----------------|-------------|-------------|-----------|-------------|-------------|
| | Sales & | | New | School Federal | Corporate & Personal | City Utilities & | TOTAL DIRECT | ALL INDIRECT | TOTAL ALL | PROPERTY | COSTS | TOTAL | NET |
| | Guest | PILOT | Property | & State | Income | Franchise | REVENUES | REVENUES | REVENUES | TAXES | INDIRECT | COSTS | BENEFITS |
| TAXING ENTITY | Taxes | Payment | Taxes | Funding | Taxes | Fees | | | | ABATED | COSTS | | |
| City of Haysville | \$1,357 | \$0 | \$995,631 | | | \$445,487 | \$1,442,474 | \$111,685 | \$1,554,159 | \$995,631 | \$67,520 | \$1,063,151 | \$491,008 |
| Sedgwick County | \$176,295 | \$0 | \$643,592 | | | | \$819,887 | \$53,785 | \$873,672 | \$682,964 | \$20,304 | \$703,268 | \$170,405 |
| Haysville USD 261 | | \$0 | \$1,244,231 | \$4,150,105 | | | \$5,394,337 | \$0 | \$5,394,337 | \$1,069,133 | \$414,630 | \$1,483,762 | \$3,910,574 |
| Sedgwick County Fire Dist. | | \$0 | \$392,537 | | | | \$392,537 | \$23,770 | \$416,307 | \$392,537 | \$969 | \$393,506 | \$22,801 |
| State of Kansas | \$403,872 | \$0 | \$32,872 | | \$301,483 | | \$738,227 | \$0 | \$738,227 | \$346,581 | \$207,315 | \$553,896 | \$184,331 |
| TOTALS | \$581,523 | \$0 | \$3,308,863 | \$4,150,105 | \$301,483 | \$445,487 | \$8,787,461 | \$189,240 | \$8,976,702 | \$3,486,845 | \$710,738 | \$4,197,582 | \$4,779,119 |



Midwest Health-Homestead of Haysville Estates Other Economic Impacts of the Project

| | In the First Year | | Over 10 Years |
|---|----------------------|-----------------------------------|--|
| Permanent jobs created Construction jobs created | 38 84 | | 53 0 |
| Number of New Residents in the Community | 51 | | 70 |
| Number of Additional Students in the Local School District | 19 | | 28 |
| Increase in Local Personal Incomes | \$788,500 | | \$16,355,512 |
| Increase in Local Retail Sales | \$1,439,704 | | \$15,373,911 |
| Increase in the Community's Property Tax Base | \$9,628,500 | | \$0 |
| Estimated new annual tax revenues after 10 | years: | City County | Property Taxes \$114,938 \$74,298 |
| | | School Fire District State Totals | \$143,637 \$45,316 \$3,795 \$381,984 |





CITY OF HAYSVILLE, KANSAS

PLANNING AND ZONING DEPARTMENT | 200 W. GRAND AVE., P.O. BOX 404 HAYSVILLE, KANSAS 67060 | PH (316) 529-5900 | FAX (316) 529-5925

MEMORANDUM

TO: The Honorable Russ Kessler, Mayor

Haysville City Council Members

FROM: Haysville Planning Commission

Kailyn Hogan, Planning and Zoning Administrator

SUBJECT: Zone Change from "SF" Single-Family Residential to "MF4" Multi-Family Four

Residential for property generally located south of East 63rd Street and

approximately 500 feet west of South Broadway Avenue (6401 South Sunnyside

Road)

DATE: November 10, 2025

Recommendation: Based on the Planning Commission's findings from the October 23, 2025 meeting, staff recommends denial of the requested zone change from "SF" Single-Family Residential to "MF4" Multi-Family Four Residential.

The Planning Commission recommended denial of the zone change based on the following findings:

- (1) The proposed zoning is not compatible with the existing infrastructure or surrounding development pattern.
- (2) The site lacks adequate access to safely accommodate additional traffic, as South Sunnyside Road is a narrow, one-way street with limited ingress and egress options.

The findings were made pursuant to the Golden Factors, particularly factor #5 concerning public health and safety, and factor #7 regarding the adequacy of public facilities and transportation access.

<u>Protest</u>: On September 11, 2025, a valid protest petition was submitted for this zone change. As a result, approval of this zone change, or an override of the commission's recommendation, by the Governing Body must be supported by a 3/4th majority vote

Background: The applicant is requesting a zone change from "SF" Single-Family Residential to "MF4" Multi-Family Four Residential for property located at 6401 South Sunnyside Street. Attached is the staff report presented to the Planning Commission, the minutes from August 28, 2025, September 25, 2025, and October 23, 2025, the protest petition, and the ordinance denying

the zone change.

The Planning Commission initially reviewed this zone change request at the August 28, 2025 meeting. During that meeting, several residents from the surrounding neighborhood spoke in opposition to the proposed change, expressing the following concerns:

- (1) The property has been vacant and used as a neighborhood park, and residents wish to preserve it as such.
- (2) South Sunnyside Road is a one-way street. Residents noted that unfamiliar drivers, such as delivery drivers, frequently travel the wrong direction, and they were concerned that additional housing units could increase traffic congestion.
- (3) There was concern that the lot is not big enough for a duplex or quadraplex.
- (4) An existing rental property in the neighborhood has caused issues in the past.
- (5) Residents had concern that the existing sewer system may be near capacity and additional units might overload it. Staff confirmed with Public Works that this is not a valid concern.

After discussion, the Planning Commission made a motion to recommend approval of the zone change to "TF" Two-Family Residential, instead of "MF4" Multi-Family Four Residential, with the protective overlay as listed in the staff report and the dedication of complete access control along 63rd Street. The motion failed with a vote of two in favor and three opposed.

Because no other motion was made, the item remained on the Planning Commission agenda as old business and was reviewed a second time at the September 25, 2025 meeting. The Planning Commission was given the option to (1) table the item and wait out the sixty days to forward the default recommendation or (2) make and pass a new motion recommending approval or denial. The Planning Commission made a motion for denial but failed to state rationale for denial.

At the October 14, 2025 City Council meeting, staff recommended returning the zone change to the Planning Commission for further discussion because no rationale was given for the denial. The council adopted this recommendation.

The Planning Commission reviewed the zone change for a third time on October 23, 2025, and ultimately recommended denial of the zone based on reasons above.

<u>Options</u>: The governing body may take one of the following three actions when the Planning Commission submits a recommendation for approval or disapproval of a zone change request and a valid protest petition is submitted:

- Approve the Planning Commission's recommendation via ordinance by a simple majority vote of the entire membership of the governing body (5 votes).
- Override the Planning Commission's recommendation by a 3/4th majority vote of the entire membership of the governing body (7 votes).
- Return the recommendation to the Planning Commission with a statement specifying the basis for the governing body's failure to approve or disapprove by a simple majority vote of the entire membership of the governing body (5 votes).



Haysville Planning Commission Staff Report

ZON 2025-004

CASE SUMMARY

Property Location: Generally located south of East 63rd Street and approximately 500 feet west of South

Broadway Avenue (6401 South Sunnyside Road)

Applicant: Daniel Schmeidler (property owner) | K.E. Miller Engineering (agent)

Request: Zone Change from "SF" Single-Family Residential to "MF4" Multi-Family Four

Residential

Prepared By: Kailyn Hogan, Planning and Zoning Administrator

Meeting Date: August 28, 2025

Public Hearing: Required, to be held by the Planning Commission

ANTICIPATED MEETING SCHEDULE

| Body | Meeting Date | Action |
|------------------------|------------------|--|
| Planning Commission | August 28, 2025 | Hold required public hearing. Make a recommendation for approval, approval with modifications, or denial of the request. Recommendation is forwarded to City Council. |
| City Council | October 14, 2025 | Adopt the recommendation of the Planning Commission as presented, override the recommendation, or return the recommendation to the Planning Commission. |

SITE DATA

| Legal Description | LOT 1, BLOCK 1, WARD'S 4 TH ADDITION to Sedgwick County, Kansas |
|-------------------|--|
| Existing Zoning | "SF" Single-Family Residential |
| Lot Area | 14,784 square feet / 0.339 acres |
| Future Land Use | Residential |
| Built Form | Undeveloped |

SITE DESCRIPTION AND PRESENT USE. The applicant is requesting a zone change from "SF" Single-Family Residential to "MF4" Multi-Family Four Residential for property generally located at 6401 South Sunnyside Road. The property is 0.339 acres and is located at the intersection of 63rd Street South and South Sunnyside Road. The property has access to South Sunnyside Road, a paved one-way local street. The property is currently undeveloped. It has access to city water and sewer.

The property was platted in 1951 as Lot 1, Block 1, Ward's 4th Addition to Sedgwick County and later annexed into the City of Haysville. At the time of annexation, the property was designated as park land on the Land Use Map. The current land use designation is residential. The property was sold to the current property owner by the City of Haysville in June 2023.

SURROUNDING PROPERTIES AND NEIGHBORHOOD. The predominant land use of the neighborhood is single-family residential. Properties to the north are zoned RR Rural Residential and are used primarily for agricultural purposes and contain two single-family dwelling units. Property to the east is zoned "SF" Single-Family Residential and contains a large-lot single-family dwelling. Properties to the south and west are zoned "SF" Single-Family Residential and contain single-family dwellings. Properties to the southeast are zoned "HC" Heavy Commercial and contain an auction house, truck and trailer rental, and shed sales. Such heavy commercial activities are buffered from the single-family dwellings by a tree-covered section of the property.

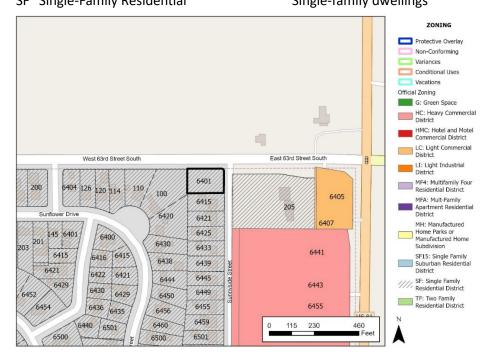
ADJACENT ZONING AND LAND USE.

NORTH: RR Rural Residential Agriculture and single-family dwelling

SOUTH: "SF" Single-Family Residential and "HC" Single-family dwellings, auction house, truck and

Heavy Commercial trailer rental, and shed sales

EAST: "SF" Single-Family Residential Single-family dwellings
WEST: "SF" Single-Family Residential Single-family dwellings



PROJECT DESCRIPTION. The property owner may address any questions related to the development of the site, but such proposed development is not a criteria in the consideration of this zone change. This review is only on evaluating the suitability of the property for the "MF4" Multi-Family Four Residential district. Future development could include any use permitted under the "MF4" district regulations.

PUBLIC COMMENTS. The public hearing notice was published on August 7, 2025. At the time of publication of this staff report, staff had not received any comment on the zone change request. Comments received after the publication of this staff report will be distributed at the meeting.

ANALYSIS

The current zoning, "SF" Single-Family Residential, allows for low-density, single-family residential development while the requested zoning, "MF4" Multi-Family Four Residential, allows for medium-density, multi-family development. Both districts allow a limited number of public and civic uses aimed to serve the needs of those living in nearby neighborhoods. The table below compares the development standards from the City of Haysville Zoning Regulations for both zoning districts.

| Development Standards | "SF" Single-Family | "MF4" Multi-Family Four |
|------------------------------|--------------------------------|--------------------------------|
| Minimum lot area | 6,000 square feet | 6,000 square feet |
| Minimum lot width | 50 feet | 50 feet |
| Minimum lot depth | 90 feet | 90 feet |
| Front setback | 25 feet, corner lots must have | 25 feet, corner lots must have |
| | at least a minimum front yard | at least a minimum front yard |
| | setback on the primary street | setback on the primary street |
| | frontage and at least 15 feet | frontage and at least 15 feet |
| | minimum on the other | minimum on the other |
| Rear setback | 20 feet | 20 feet |
| Side setback | 6 feet | 6 feet |
| Maximum height | 45 feet | 35 feet |
| Minimum Area of Dwelling | 600 square feet | 600 square feet |

The subject property meets the minimum lot area, lot width, and lot depth requirements with a 14,784 square foot lot area, 99.5 foot lot width and 150 foot lot depth, respectively.

FINDINGS. The following criteria shall be evaluated as they relate to the specific case being considered, and such stipulation as deemed appropriate in relation to any request for a zone change may be developed by the commission and incorporated into any recommendation in support of the requested zone change.

1. Zoning uses and character of the neighborhood.

The predominant land use of the neighborhood is single-family residential.

Properties to the north are zoned RR Rural Residential and are used primarily for agricultural purposes and contain two single-family dwelling units. Property to the east is zoned "SF" Single-Family Residential and contains a large-lot single-family dwelling. Properties to the south and west are zoned "SF" Single-Family Residential and contain single-family dwellings. Properties to the southeast are zoned "HC" Heavy Commercial and contain an auction house, truck and trailer rental, and shed sales. Such heavy

commercial activities are buffered from the single-family dwellings by a tree-covered section of the property.

All properties are in fine to good condition.

2. Suitability of the subject property for the uses to which it has been restricted.

The subject property is currently zoned "SF" Single-Family Residential and is suitable for low density, single-family residential development and a limited number of public and civic uses aimed to serve the needs of those living in nearby neighborhoods. Such uses are appropriate given the context of the surrounding zoning being primarily "SF" Single-Family Residential.

3. Extent to which removal of the restrictions will detrimentally affect nearby property.

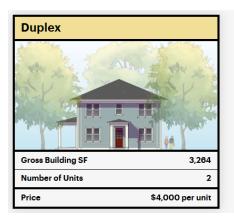
The following uses are permitted, conditionally or by right, in the "MF4" Multi-Family Four Residential District that are not allowed in the "SF" Single-Family Residential District. Uses permitted conditionally are designated by a (C) behind the use.

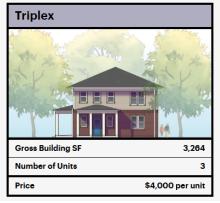
- Two-Family
- Three- and Four-Family
- Multi-Family (C)

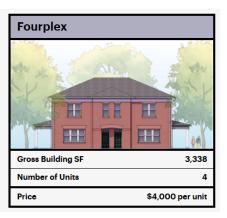
- Day Care, General (C)
- Hospital
- Nursing Facility (C)

Removing the restrictions of the "SF" Single-Family Residential zoning district may detrimentally affect nearby property if special considerations are not taken to ensure development occurs at "house-scale."

If special considerations are taken, Two-Family and Three- and Four-Family developments can seamlessly blend into the fabric of an existing neighborhood and avoid detrimentally affecting nearby property. "House-scale" typically means smaller building footprints, lower perceived density, activated building fronts with street orientation and front porches, and hidden parking. Below are some examples of this type of development from Missing Middle Housing, a movement dedicated to building multi-unit development that blends with single-family development.







Additionally, the City has previously established provisions to protect single-family and two-family development from potential adverse effects on aesthetics from multi-family development.

Section 501-E. of the Landscaping Regulations requires all multi-family development above two-family to provide a landscaped buffer of 15 feet between all abutting single-family or two-family development.

A minimum of 1 shade tree, or their equivalent must be placed in the buffer for every 50 feet of common property line. At least 1/3 of all required plantings in the buffer must be evergreen.

This regulation also requires all parking to be screened from the abutting single-family or two-family development. Such screening shall be to a minimum of 3 feet above the parking surface. Walls and fences may be used in combination with plantings, but may not be the sole means of screening.

Staff does not recommend any use outside of residential be allowed on this property. The only access to the property is via South Sunnyside Road, a paved, one-way local street. The width of the street does not meet the City's minimum standards for local streets and has no available on-street parking. Thus, establishments that would generate traffic would detrimentally affect nearby properties and potentially cause issues with public safety. Non-residential uses could be considered if South Sunnyside Road was a two-way road or if other modes of transportation were accommodated for in the neighborhood.

4. Length of time subject property has remained vacant as zoned.

The subject property is undeveloped. It was platted in 1951.

5. Relative gain to the public health, safety and welfare as compared to the loss in value or the hardship imposed upon the applicant.

Staff foresees negative affects to the public safety as a result of the approval of this zone change. The subject property only has access to South Sunnyside Road, which is a paved oneway local street. The applicant requested access to 63rd Street but was denied by Sedgwick County Public Works. Depending on the location of the driveway, those exiting the property may be encouraged to drive the wrong way on South Sunnyside Road to exit onto 63rd Street. Staff did not witness any current residents driving the wrong way on South Sunnyside Road.

Approval of the zone change request would allow the applicant to use the property to the full extent of their intended use. Denial of the zone change would not limit the property owner's ability to use the subject property for a different approved use in the "SF" Single-Family Residential district, nor limit the property owner's ability to apply for a different zoning designation.

6. Conformance of the requested change to the adopted or recognized comprehensive plan.

The requested zone change is in conformance with the City of Haysville's Comprehensive Plan. The requested zone change supports Population Objective 3 "to increase housing diversification within the community," and the Housing Goal to "provide a variety of housing choices to current and future populations."

The City of Haysville's Comprehensive Plan includes the 2023 Land Use Plan Map. The Map identifies the area in which the subject site is located to be appropriate for Residential uses. The requested zoning district is "MF4" Multi-Family Four Residential, making the change in conformance with the City's Land Use Plan Map.

7. Impact of the proposed development on the community facilities.

Staff does not anticipate the proposed development to have any significant negative impact on community facilities.

8. Opposition or support of neighborhood residents.

At the time of publication of this staff report, staff had not received any comment on the zone change request.

RECOMMENDATION

Based upon information available prior to the public hearings, planning staff recommends that the request for a zone change from "SF" Single-Family Residential District to "MF4" Multi-Family Four Residential District be APPROVED with the addition of a protective overlay. This recommendation is based on the above listed findings.

The protective overlay shall read as follows:

- PERMITTED USES: The following uses shall be permitted by right:
 - Single-Family
 - Two-Family
 - Three- and Four-Family
 - Group Home
 - O Home occupations that typically do not generate additional vehicular traffic. Examples of such uses and occupations include offices for sales persons, sales representatives, manufacturer's representatives, etc. when no retailing or wholesaling is made or transacted on the premises; offices for architects, engineers, lawyers, doctors, dentists and members of similar professions; offices for service type businesses such as insurance agents, brokers, decorators, painters, business consultants, tax advisors, and photographers; home crafts, such as model making, rug weaving, etc.; and ministers, rabbis, and priests for counseling purposes only.
 - Short-Term Residential Rental
- <u>SITE DEVELOPMENT STANDARDS:</u> In keeping with the spirit and intent of the Zoning Regulations and the character of the existing neighborhood, the following site development standards shall be applied to the property:
 - The principal structure shall be oriented to face South Sunnyside Road;
 - o The maximum height of all structures shall be 25 feet or two stories, whichever is lesser;
 - A covered porch shall be erected at the front entrance(s) of the principal structure. Such porch shall be built at the building setback line or encroaching upon the building setback line; and
 - o The exterior of all structures shall be either brick or vinyl siding.
- <u>PARKING:</u> All required off-street parking spaces shall be located in the rear of the property behind the principal structure, other than those located on hard surface drives.
- <u>ACCESS:</u> Complete access control shall be dedicated for the north 30 feet of street frontage along South Sunnyside Road.

It should be known that the Planning Commission has the authority to recommend a zone change to a lesser zoning district ("TF" Two-Family Residential) than what has been proposed without republication of a notice. The Planning Commission is granted this authority by K.S.A. 12-757. The City's zoning district classification chart can be found at www.haysvilleks.gov/planning-zoning.

Staff has prepared an alternative recommendation with that authority in mind. If the Planning Commission chooses to recommend approval of a zone change from "SF" Single-Family Residential to "TF" Two-Family

Residential, staff recommends **APPROVAL** with the addition of a protective overlay. This recommendation is based on the above finds.

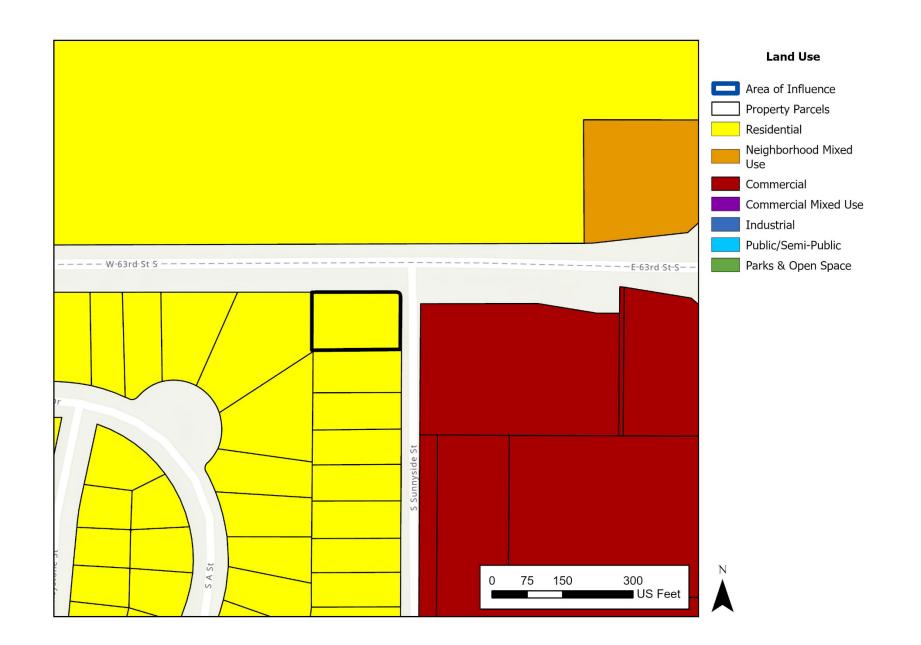
The protective overlay shall read as follows:

- PERMITTED USES: The following uses shall be permitted by right:
 - Single-Family
 - Two-Family
 - o Group Home
 - O Home occupations that typically do not generate additional vehicular traffic. Examples of such uses and occupations include offices for sales persons, sales representatives, manufacturer's representatives, etc. when no retailing or wholesaling is made or transacted on the premises; offices for architects, engineers, lawyers, doctors, dentists and members of similar professions; offices for service type businesses such as insurance agents, brokers, decorators, painters, business consultants, tax advisors, and photographers; home crafts, such as model making, rug weaving, etc.; and ministers, rabbis, and priests for counseling purposes only.
 - Short-Term Residential Rental
- SITE DEVELOPMENT STANDARDS: In keeping with the spirit and intent of the Zoning Regulations and the character of the existing neighborhood, the following site development standards shall be applied to the property:
 - The principal structure shall be oriented to face South Sunnyside Road;
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 - A covered porch shall be erected at the front entrance(s) of the principal structure. Such porch shall be built at the building setback line or encroaching upon the building setback line; and
 - The exterior of all structures shall be either brick or vinyl siding.
- <u>PARKING:</u> All required off-street parking spaces shall be located in the rear of the property behind the principal structure, other than those located on hard surface drives.
- <u>ACCESS:</u> Complete access control shall be dedicated for the north 30 feet of street frontage along South Sunnyside Road.

ATTACHMENTS

- 1. Aerial Map
- 2. Land Use Map
- 3. Site Photos
- 4. Neighboring Property Photos
- 5. Copy of the Public Hearing Notice





Looking north away from property



Looking east away from property



Looking south away from property



Looking west towards property















NOTICE OF PUBLIC HEARING

TO WHOM IT MAY CONCERN: At 6:00 p.m. on Thursday, August 28, 2025, in the Council Chambers at City Hall, 200 W Grand, Haysville, Kansas, the Haysville Planning Commission will hold a public hearing to consider a request for a zone change from "SF" Single-Family Residential to "MF4" Multi-Family Four Residential. The property under consideration is generally located at 6401 South Sunnyside Road, Haysville, KS 67217, and is legally described as follows:

LOT 1, BLOCK 1, WARD'S 4TH ADDITION to Haysville, Sedgwick County, Kansas.

Comments, both written and oral, will be heard by the Planning Commission at the time of the hearing. Comments can be submitted to: City of Haysville, Attn: Planning Department, 200 W Grand Ave, P.O. Box 404, Haysville, Kansas 67060 or by email to khogan@haysvilleks.gov. Written comments will be accepted up to 4:00 p.m. on the day of the meeting.

For additional information call (316) 529-5900 or visit the City's website at www.haysvilleks.gov.

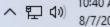
(to be published August 7, 2025)



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6401 S Sunnyside Rd #00296743

From Debra Holder <debra.m.holder@gmail.com>

Date Thu 8/28/2025 11:59 AM

To Kailyn Hogan < khogan@haysvilleks.gov>

4 attachments (349 KB)

1000 W WALLINGFORD.pdf; 5836 S JONES.pdf; S PATTIE.pdf; S PATTIE 2.pdf;

[You don't often get email from debra.m.holder@gmail.com. Learn why this is important at https://aka.ms/LearnAboutSenderIdentification]

Good Morning Ms. Hogan,

Even though we do intend upon attending the meeting this evening at 6pm in relation to the zoning change request on the property at 6401 S Sunnyside, I wanted to get this email sent just in case anything happens to prevent us from attending.

I am the next door neighbor to that property at 6415, I have been in this residence since 2007, most on this block are long time property owners and have seen some people come and go throughout the years.

I am very aware of what this zoning change would open the door to and I am firmly opposed to it.

We just recently had nuisance neighbors move out of the rental property to the south and then given this requested zoning change, that opens that property to the north up to potentially getting multiple residence on one parcel of land that will most likely also become rentals.

One nuisance family is bad enough but the potential to have four possible nuisance families or people moving in on the north after duplexes are built will cause problems in our neighborhood.

Also, after looking in to the history of the property owner and him being a contractor who has a history of building structures like this, I would really like to see this request denied to change the zoning. We would maybe handle one single family residence but to deal with that many new people on an already well traveled, sometimes congested south bound street would cause issues really quickly.

I have also attached history of the property owner and recent pictures of the upkeep of the lot after being mowed for only the fourth time this year. In the two years that he has owned it, his mowing crew only comes to mow once every six weeks to two months, grass normally is almost as tall as me and also given that entire lot is known to be a sticker patch, their inadequate, haphazard mowing as caused stickers to also begin encroaching on our lot.

Given what we have observed, trends and the history is ultimately all deciding factors of why we are very much against the proposal of zoning change.

Thank you for your time and allowing the opportunity for input.

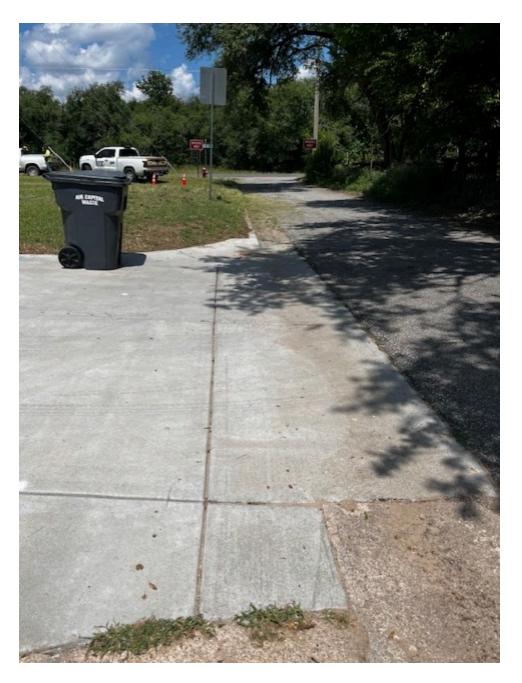
















Sent from Debra Holder's iPhone



CITY OF HAYSVILLE

PO Box 404 200 W. Grand Haysville, KS 67060

Phone: 316/529-5900 | Fax: 316/529-5925

www.haysvilleks.gov

| Section I: ZONING INFORMATION | The state of the s | The state of the s |
|--|--|--|
| I, the protestor, am an owner of record correctly written. I hereby protest: | an tenin sakan propinsi | f Haysville, Kansas and my residence address is |
| Rezoning. A change from SF | to MF4 / | TF on Ward 54th, Lot 1, Block 1 |
| ☐ Conditional Use. A request for a | | on property zoned(Zoning District) |
| Section II: PROTESTOR INFORMATION | | reservation of the South Continue and South |
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| City, State, ZIP: Wichita, K | 5. 67217 | always and the second of the s |
| Phone: (316)573-2980 | Email: debra. M. holder | @gmail.Com/debra.holder@Sedgwick |
| Signature: Web M. Holle | | ra M. Holder Date: 9-11-25 |
| SUPPORTERS Signature & Date | Name (Print) | Property Address/Legal Description |
| 1 Glandy & West 8-28-2025 | GLENDA.S. WEST | 106 SUNFLOWER DR WICHITA KS. 67217 |
| 2 A TOAD ANTE INTERMEDS W | Tim Fors | 6420 S. Ast |
| 3 Lang Em | LARRY LSRUN | 6425 S. SUNNY SUDEST. |
| 4 Michael Enful | MICHAELDHURD | 6433 SUNNYSIDEST |
| 5 1 1 9-10-25 | Parala B. Like Jerenywike | 6430 South A Street |
| 6 Frank E. Ulrich | Grace E Ulrich | 238 W. 63rd 545 Willite KS 67217 |
| 7 Josep Hurg-10 25 | Job Amos | 205 E 63rd 5+5 Wichitaks 67216 |
| 8 Portlero | Angela Arras | Wichitaks 67216 205 E 6300 515. Wichel & Hr 67216 |

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| (Aa | ld additional pages if necessary) | VALID | Gathered signatures for 66% of the land on the certified ownership list. Needed 20% minimum. |
| | | OFFICE USE ON | LY |
| | it has been checked and found to be col | ce of the City Clerk at 4:00 p.m rect and accompanied by required Hogan | (am/pm) on Thursday, September 11, 29, 25 ired documents. Title: Planning and Zoning Administrator |



CITY OF HAYSVILLE

PO Box 404 200 W. Grand Haysville, KS 67060

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AFFIDAVIT OF PETITION CIRCULATOR

| 1, Debra M. Holder Print Name | Being duly sworn, personally witnessed the signing of this petition by each person whose name appears herein. |
|--|---|
| Signature of Circulator: Webs W. Holh | Date: 9-11-2025 |
| Address of Circulator: | |
| 6415 S. Sunnyside St. | Wichita, Ks. 67217 |

| | NOTARY USE ONLY |
|---|---|
| ubscribed and sworn before me this | _day of Suptember, 20_25 |
| NOTARY PUBLIC - State of Kansas ANGELA WRAY STARK My Appt Expires 79 2028 | Authorized Signature: Mary a wray Stark Title: Worldy |
| My appointment expires: July 9, 202 | 8 9 20 2028 |

HAYSVILLE PLANNING COMMISSION/BOARD OF ZONING APPEALS

Minutes August 28, 2025

The regular Planning Commission Meeting was called to order by Chairperson Tim Aziere at 6:03 p.m. in the Council Chambers at the Haysville Municipal Building, 200 W. Grand Ave., Haysville, KS 67060.

The members present were Mark Williams, Brandon Trube, Tim Aziere, Jimmy Wallis, and Jeff Blood. Also present was Planning and Zoning Administrator, Kailyn Hogan, and Deputy Administrative Officer, Georgie Carter.

The first item of business was the Minutes of July 10, 2025.

Motion by Trube, Second by Williams.

To approve the minutes as presented.

Williams aye, Trube aye, Aziere aye, Blood aye.

Wallis abstain.

Motion carried.

There was no one to speak under Public Forum.

Under new business was a Public Hearing for a Zone Change request from "SF" Single-Family Residential to "MF4" Multi-Family Four Residential for property generally located at 6401 South Sunnyside Road:

HOGAN presented the staff report. There were no questions for staff.

AZIERE: Would the applicant or their agents wish to speak?

WHITE: Josh White with K.E. Miller Engineer. I am the agent for the applicant. We agree with all the staff comments, including the alternative recommendation. We initially submitted this application for MF4 with the idea of a site plan that would require MF4 zoning. Since then, the owner has opened it up to developments that would only require two family zoning. So we agree with all the recommendations and the protective overlays. I can answer any other questions that you guys might have.

AZIERE: Thank you. Now it's time for any member of the public to speak. You have five minutes. If you're presenting good factual information, this time may be extended. I have quite a few here signed up to speak. If you're going to say the same thing as the two people in front of you and the two people behind you, I would ask that you elect a spokesperson. I assure you we are listening. It would make all of our time a little bit quicker if you're all going to say the same thing. So if you would like to do that, let us know which of you would like to speak. Otherwise, I'll start rolling through each one of these in the order that I have them sitting here. All right, Joe Burns.

CARTER: Please start by stating your name and address for us for the record.

BURNS: Joe Burns, 6439 South Sunnyside. I'm not sure what your policy is on this, but I live four or five houses down from where this zone change is taking place. Not one word was said to me. We live on a one way street, barely wide enough for one car, and they want to add four more buildings or four more

apartments to this. I don't even think the road can handle what's there. But they want to add four more buildings to this corner. I don't know if these are one, two, three, 4 or 5 bedroom apartments. I don't know if they are section 8. I don't know what we're getting. I just thought maybe there would be something here that says we're going to plan an exit on 63rd. From what I hear, that's not going to happen. You're going to dump all the traffic onto a one lane road that is probably about 12, maybe 15ft wide at best. And I mean, that's just a guess. But I'm just curious, have any of you ever been over to that area? I know you drive past it, but have you ever been down the street, been through the neighborhood? I know law enforcement don't get down there much, so I don't know if you do either. But problem is, we're dealing with a lot of traffic in a small area. Luckily, we don't have a lot of kids in down there anymore because too many people come the wrong direction. UPS, FedEx, Amazon. None of them know what a one way sign is because we get them coming the wrong way all the time. So, I'm opposed to the idea of putting a multi-complex on the corner to congest traffic on a road that I don't think it's able to handle it. And so that's all I got to say at this time.

AZIERE: Okay. Thank you. For clarification, what was the notification radius?

HOGAN: 200ft to the west and the east, because that's city limits. And 1000ft to the north because that's out of the city limits.

AZIERE: And south?

HOGAN: South was 200ft.

AZIERE: Okay.

CARTER: Just so everyone knows, that's set by state statute. That notification range is set by state statute. That's what we follow.

AZIERE: Glenda West?

WEST: I'm just against it because I have the biggest lot close to it. It's gonna be right in my backyard. I just, I don't want all the kids coming over and climbing on my trees. They won't have any place to play or anything if they put an apartment there. And I just don't want it to be changed.

HOGAN: For the record, please state your name and your address.

WEST: Glenda West, 100 West Sunflower Drive.

AZIERE: Pauline Ozbun.

PAULINE: I live at 6400 Keystone. My name is Pauline Ozbun. I have sit in many of these seats from time to time. Four apartments on that property is too much. That means at least four cars and maybe eight. And you have Sunnyside Road, that is a half street. And it's difficult now. It's not good. Plus the fact that we have had an apartment, well, a rental situation where the owner is away. It has given us nothing but fits, including shootings. So we're not interested in having that in our community. It's been a single family community for this long and it needs to stay that way.

AZIERE: Thank you. Tommy Wicker.

WICKER: Tommy Wicker, I live at 6415 South Sunnyside, immediately south of that property. To start with, that place has been a park ever since I can remember. I realize it was recently sold. That came up in conversation after we rebuilt our driveway next door there. And I asked the city at that time if they'd consider selling me that property because I've watched over it and maintained it for more than a decade. Short of mowing, because Haysville took care of that. It was listed as a park for a very long time. Neighbor kids play there. We use it for overflow parking sometimes. As you've heard, we can't park on the street out there. Sometimes we have our 4th of July celebrations and shoot off our fireworks and stuff in that open lot. It's really nice for the neighborhood. I wake up in the morning and have my coffee and look out the window and see the trees and the beautiful open lot. It's real peaceful there right now. I realize it's probably not going to be soon and that's a **** shame. I wish you guys had considered selling it to me or keeping it a ****** park. Excuse my language, but it's a pretty emotional subject for me right now. I don't know how to convince you to fix this. You guys are clearly interested in money. It sucks for all of us. And it's going to create, you know, as the folks have said, it's a lot more traffic. It's going to be people looking in my driveway, looking in my windows, being next to my house 24/7 when I haven't had nobody there for my entire existence at that property. I just don't know how to explain to you guys how you've steered wrong in this moment here. I wish you'd reconsider. Please don't do that to us. Thanks.

AZIERE: Kelly Poe.

POE: My name's Kelly Poe. I live at 6420 South A Street. My landlord is sitting here with me. He brought it to my attention that this was happening. I didn't know anything about it until today. I apologize, and most of these people are my friends and neighbors. Bottom line is, I am considering purchasing the property I live in right now, and that would probably deter me from really sinking some money into that. I just don't feel it's right for that community. That community is pretty tight. Some of my neighbors that I visit with quite often are here. But, bottom line is I do like that place, and I would hate that this would be considered because it could be detrimental to my landlord. And he's a pretty good guy. I just want you all to consider that. Like I said, I am new to this. I just found out today. I said I want to go because he's offered the property and this could change my mind towards that. So anyway, that's all I have to say.

AZIERE: Thank you, Kelly. Tim Ford.

FORD: As Kelly just said, I'm Tim Ford. I own the property over there and have for a long time. I've never been to one of these. I don't know how it works. I just know that based on what little bit of information that I was given, which I have to agree with them over here, is very vague. You all say that you've been there. So I have to ask you, if you've truly been there, do you really think that you could put a building there and six to eight cars? I'd have to ask you to really think about that, because I could build anything anywhere. But is it really, truly accessible? That is a one way street. And based on what you had said before, that property is going to face Sunny Side. Its entrance is going to be on Sunny Side and the parking is going to be in the rear, which would be at Glenda's back door. But I don't see that kind of access there. I've got a little building experience, a little construction knowledge. I may be facetious when I say that. If somebody wants to take me over there and show me, I'd like to see that. I don't know at this point—I'm at neutral—I don't know at this point where I stand on it, but I think you should probably take a look at that and maybe listen to the neighborhood. I built a duplex one time, and I think it was on a lot larger than that. So I just don't see it happening. So I'd like for you to listen to the neighborhood, make your decision based on that. Thank you.

AZIERE: Thank you, Tim. Joe Amos.

AMOS: Joe Amos, 205 East 63rd Street. I'm basically right across the street from that property. To the east. Okay. The biggest question I've got is on the infrastructure and the road and the sewer, because I

know from conversation with you all over the years that sewer, unless there's been something done that I'm not aware of, was already at its limit. And you're talking about putting in a fourplex of some type. That's four families using that sewer and adding to that sewer line. And I just have to question that a little bit. I think that's something that needs to be on your mind as you're thinking about it. Also, the road itself. You do have the property now to build the road. That's been taken care of. The plat that I did gave you that property. So there's no reason for that road to exist the way it exists. Now, if that became a regular road, this would take all the questioning out of a lot of it, because your traffic would be down. And those are the two main things that I have. I just think you need to look at that. The other things that have been brought up, I don't need to go over that again. Thank you.

AZIERE: Thank you, Joe. Does the applicant wish to rebut anything in the report or public comment?

WHITE: Sure. So, unfortunately, with the zone change, the existing street is out of the scope of the zone change. Mr. Barnes, you mentioned section eight housing as a possibility. That has not been the intent of the developer so far, to my understanding. Mr. Ford, you referenced the site plan and how something is going to fit within the site. That's something that's going to be addressed afterwards as part of the site plan review process with the city as well as the, as Mr. Amos had said, the sewer capacity and the road capacity. Those are also the things that are outside the scope of this study. If you guys have any questions dealing with the zone change, I can answer those or any more questions about the proposed development. Thank you.

AZIERE: Okay. Public comment is now closed for commission action and the floor is open to commissioners' comments.

TRUBE: Has staff considered, instead of this proposal, moving to a TF two-family zoning instead?

AZIERE: That's the second option in the staff report.

HOGAN: I considered just doing two-family for your guys' recommendation and the protective overlay is in there. It's identical to what it would be for MF4, it just doesn't allow that multi-family or three-and four-family development.

TRUBE: Could there be any potential problems with setbacks or anything like that if you have a fourplex on there? Considering, you know, parking and all that. Do we have the space to actually do that? Because I've lived on a lot about the same size.

AZIERE: I had the same question. What's the frontage on Sunnyside?

HOGAN: The width of the lot?

AZIERE: Yeah.

HOGAN: 99.5ft.

TRUBE: What are the setbacks around?

HOGAN: It has a 30ft building setback line. That has been platted. 15ft on 63rd Street, since it's a corner lot. 20ft on the rear and then six feet on the side.

AZIERE: So I hear what you're saying, and I had the same concerns. What I personally am considering is whether or not a duplex for that lot would come close to maintaining the same feel as a single family home. With the protective overlay of that, that could have, you know, a fenced north or west line and south line. The parking would be in the front rather than the rear because, in my opinion, I don't think you've got enough room to get access to the back of that lot where it sits. And I understand what you're saying. I wouldn't want a parking lot behind my house either. But for me, it comes down to the fact that's a one way street. And you're right. It's not in good condition. It's not wide enough. And it sounds like there is a possibility that in the future that could be widened out to a two way street if we've got platted across the other side of Sunnyside. But it's been this way for 75 years, and we can't expect that it's going to happen anytime soon. It's a possibility, but it's not something we can count on. Those are my concerns. The other thing is what we are considering here today is not even what this particular developer wants to do. Because if we approve multifamily in any form or any kind of zone change and they sell it next week, that next person can do whatever they want with it within that and it wouldn't have any kind of reason to come through us unless they were doing something odd. They could put up a fourplex. They could put up a threeplex. They could do whatever within whatever code we write up. We're looking at the ground itself and not a specific use. So that to me would be concerning also if I was one of the neighbors. I don't know if that creates more questions for any of you or more discussion, but that's kind of where I am.

BLOOD: You're talking about widening Sunnyside. It looks like the there is an easement on the east side of the road, but the last two lots there don't have any easement. So that would have to be done.

AZIERE: To the north?

BLOOD: To the south. There's two lots that are, you know, butt up to Sunnyside on the south. Which is what, 6509 and I don't think the other one has an address, but 6509 and the one south of it.

AZIERE: That's not in the staff report though, right?

BLOOD: Yeah. No, I am just saying.

WALLIS: You on county GIS?

BLOOD: Yeah, yeah.

HOGAN: I spoke to our public works director earlier this week, and he's thought about widening South Sunnyside, but just conceptually. There's not enough right-of-way, so it would require right-of-way acquisition to actually do it. But currently the street is 15ft wide.

AZIERE: Okay. I would entertain a motion.

TRUBE: I think a good compromise is if we recommend an approval with the amendment to a two-family zoning, with the protective overlays that were laid out for that. So that is the motion.

AZIERE: Anybody second?

WILLIAMS: I second.

AZIERE: Would you entertain an addition to that?

TRUBE: Sure.

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AZIERE: One of one of my other concerns is, and it seems like the county has it addressed, but if we're going to go this direction, I want to make sure that it is written in with this property as it moves forward. We have complete access control for the first 25ft?

HOGAN: 30ft.

AZIERE: I would also say complete access control across 63rd because it's not on the face of the plat. So if anything changes at the county, I think that would be something that we would want to require also.

TRUBE: So amended.

AZIERE: Still seconded?

WILLIAMS: Yes.

Motion by Trube, Second by Williams.

To recommend approval of a zone change to "TF" Two-Family Residential with complete across control dedicated along the entire north side of 63rd and the protective overlay as listed in the staff report. Williams aye, Trube aye, Aziere nay, Wallis nay, Blood nay. Motion failed.

AZIERE: Kailyn, what's the next step for this?

HOGAN: It still goes to city council. They can approve your recommendation of denial, or they can override your recommendation of denial, or they can send it back to you guys for further review.

AZIERE: Okay. Everybody catch that? And the next council meeting that it will be heard at will be?

CARTER: October 14th.

AZIERE: Okay. That takes care of any notification issues that you guys should have right?

CARTER: If you guys want to all step outside, I will go over your options with you so you can hear me better and they can continue.

Under New Business was a Review of a Text Amendment to the Zoning Regulations: Article 1. Title, Purpose, Authority and Jurisdiction; Article 2. Interpretation, Construction and Definitions; Article 7. Administration and Enforcement:

AZIERE: Under new business is a review of text amendment to the zoning regulations. Changes to Article 1. Title, Purpose, Authority and Jurisdiction; Article 2. Interpretation, Construction and Definitions; and Article 7. Administration and Enforcement.

HOGAN: Did everyone have a chance to read the Violations and Enforcement section?

AZIERE: Yes.

HOGAN: I handed you guys the new table of contents before we started. You have the current one in front of you. That just lists what everything currently is. And then the proposed one. We're going to be consolidating some of our articles and then taking stuff out of some articles and making them their own. Like definitions will be its own article. Each district will have its own article. So residential zoning districts, commercial zoning districts, industrial zoning districts. We're adding in a violations and enforcement section. Which is what you guys all read earlier. But that's about the gist with the table of contents.

AZIERE: Do you need us to make a recommendation?

HOGAN: No, this is just our review. If you guys want to flip to article one in your binders. We renamed our article one to Legal Framework because we've consolidated it with article one and article two. So our title purpose, authority and jurisdiction are now with our interpretation and construction as well as our vested rights. Title, purpose, authority and jurisdiction didn't change much. We just added a bit of legal words about severability. So if anything in these regulations is found invalid the rest of it is still valid. And then a provision for how we amend these regulations has also been added. Rules and interpretations is the same. For rules of construction, we've added in 300.C, 300.D, and 300.E. These are our rules for the words in these regulations. So if anything defined in a different chapter we'll go with that definition if it's not defined in these regulations. If it's defined by state statute, we'll go with that definition. And then for all illustrations, because in the definitions, if you guys reviewed those earlier, we did add some illustrations to our definitions. So if there's a regulatory provision in there, whatever is actually written down is what is interpreted. For vested rights and preexisting development, we've added 103.C, 103.D, 103.E, and 103.F. These are just rules for existing buildings. And then for 103.G, we added in the state statute for vesting of development rights. We already had this, but it was inaccurate. So this references K.S.A. 12-764 and the exact wording that is in the state statute. But that's all I have for article one.

The majority of article two is all new. We've added in the rules and responsibilities for our Zoning Administrator, the Planning Commission, and the Board of Zoning Appeals. And we've added in all of the procedures for conditional uses, zone changes, variances, appeals, protests, everything to do with zoning regulations. The procedures have been added. We had some of this for conditional uses so that language has been adopted for everything else and altered for how it works in our staff procedures. But we're codifying this. We have a bit of concern with some people retiring in the future. So if we have everything written down now, hopefully that will ease some transition five, ten years from now for how the city processes work. Not only for people who work for the city, but for residents reading the regulations, developers reading the regulations, anyone who comes into contact with it.

And that works with Article 11. Violations and Enforcement. Currently, the only thing we have on violations enforcement is hidden underneath our administration article in the zoning regulations. And it just lists the kind of penalty for what happens if you're in violation of the zoning regulations. So we have drafted the types of violations and the enforcement procedures.

Under New Business was a Review of the Planning Commission Bylaws:

HOGAN: I hope you guys are all familiar with these and have read them before. We're not changing anything. This is just our annual review. Make sure you read them. Make sure you know the rules.

TRUBE: No approval needed?

AZIERE: No, but it sounds like homework.

There was no Old Business.

There was no Correspondence.

Under off agenda:

AZIERE: Next meeting date?

HOGAN: September 11th.

Motion by Trube, Second by Blood.

To adjourn tonight's meeting.

Williams aye, Trube aye, Aziere aye, Wallis aye, Blood aye.

The meeting adjourned at 6:45 p.m.

August 28, 2025
Haysville Planning Commission Meeting Minutes

HAYSVILLE PLANNING COMMISSION/BOARD OF ZONING APPEALS

Minutes September 25, 2025

The regular Planning Commission Meeting was called to order by Chairperson Tim Aziere at 6:00 p.m. in the Council Chambers at the Haysville Municipal Building, 200 W. Grand Ave., Haysville, KS 67060.

The members present were Mark Williams, Brandon Trube, Debbie Coleman, Tim Aziere, Dan Rinke, and Jeff Blood. Also present was Planning and Zoning Administrator, Kailyn Hogan, and Deputy Administrative Officer, Georgie Carter.

The first item of business was the Minutes of August 28, 2025.

Motion by Trube, Second by Blood. To approve the minutes as presented. Williams aye, Trube aye, Aziere aye, Blood aye. Coleman abstain, Rinke abstain. Motion carried.

There was no one to speak under Public Forum.

Under Old Business was a Zone Change request from "SF" Single-Family Residential to "MF4" Multi-Family Four Residential for property generally located at 6401 South Sunnyside Road:

HOGAN: So this is our zone change that was presented our last meeting in August. At that meeting, you all made a motion that failed with a vote of two in favor and three opposed. According to state statute, when a motion fails, the default recommendation would be denial, and that can be forwarded to city council. But our city code actually has a 60 day waiting period before that default recommendation can be forwarded.

As such, this item is going to remain on our agenda as old business until either that 60 day period is over, or you make a new motion that passes. The public hearing has closed for this item, so the public is not invited to speak. I can go through the staff report again if requested and answer any questions you may have. Otherwise, your options are to table this item and wait out that 60 day period, or make a new motion. That motion can be a recommendation of approval or a recommendation of denial.

AZIERE: So even though it was recommended for denial before?

TRUBE: Well, it wasn't. The motion was recommending for approval but that failed to pass. So now if we make a motion for the denial and that passes, that clears it off the table.

AZIERE: Everyone was here except Coleman.

COLEMAN: So where does that put me in voting for this? I stayed on top of it, and I was contacted by a community member.

AZIERE: So you are aware of the case?

September 25, 2025

COLEMAN: I am aware.

AZIERE: And you heard the discussion?

COLEMAN: Well, I read the minutes.

AZIERE: Okay. We're happy to have as much discussion as you need to get caught up.

COLEMAN: I was raised in that neighborhood, so I am very familiar with every aspect of that neighborhood.

AZIERE: You don't have any other concerns or questions? You feel like you're informed enough to vote?

COLEMAN: Yes.

Motion by Trube, Second by Coleman.

To deny the zone change.

Williams aye, Trube aye, Coleman aye, Aziere aye, Rinke aye.

Blood abstain.

Motion carried.

Under New Business was a Public Hearing for a Conditional Use request to allow an Accessory Dwelling Unit for property generally located at 203 West Sunflower Drive:

HOGAN presented the staff report. There were no questions for staff.

AZIERE: Does the applicant wish to speak? State your name and address for the record.

PAIGE ROUNDS, 203 W Sunflower Dr: Good evening. First of all, I like to thank you guys for taking time out of your evenings to hear me out. My name is Paige Rounds, and I live at 203 West Sunflower Drive. I'm here today requesting approval for an accessory dwelling unit for 400ft² in my backyard. The purpose of this project is to provide safe and affordable housing for my mother, who is recently disabled, allowing her to live close by while maintaining her independence. The design is modest in size, consistent with the residential character of the neighborhood, and will meet all required setbacks and building codes. We worked closely with Kailyn here, as well as Evergy, to ensure that the structure will have the necessary clearance from utility lines and will not create safety and infrastructure concerns. The ADU will connect to existing utilities that are already there and will not place undue burden on services. I believe that this project benefits both my family and the community by supporting multi-generational living while preserving the look and feel of our neighborhood, and I respectfully ask for your support and approval of this request. And thank you again for your time. If you have any questions, feel free to let me know.

AZIERE: I do have one. Do you have any concerns with the requirement for a six foot fence that staff is recommending?

ROUNDS: No. I've been in discussions with both my neighbors on both sides for years about replacing those fences. They're four foot fences. I use the term fence very loosely here.

AZIERE: Okay. Thank you. Any other questions for the applicant?

ROUNDS: Thank you.

AZIERE: Now is the time for any member of the public to speak. Is there anyone from the public that would like to speak? Public comment is now closed for planning commission action. The floor is open for commissioners' comments.

TRUBE: It seems pretty straight forward.

AZIERE: Any general discussion? Anything?

WILLIAMS: I thought I read, couldn't find it now on my phone, but something about the gas line that runs through the backyard was in conflict.

AZIERE: Yeah. I think if I remember correctly, with what I read, any of your existing services that are going to go under, above or around that structure will have to be relocated. That will have to be at your cost. You are aware of that?

ROUNDS: Yeah. For the gas line, I had my yard flagged a few years ago, it is far enough away. We're actually not going to run gas to it, anyway. It will be fully electric.

AZIERE: I know you said it doesn't run under there, but if it did run under the building, they'd want to relocate so they can access it if something happens. Either way you are aware of that.

ROUNDS: Right. The only issue is that the current drop line for the house runs right above it, but we have reached out to Evergy about moving it at our expense.

Motion by Trube, Second by Coleman.

To approve the conditional use request for an accessory apartment subject to the conditions outlined in the staff report.

Williams aye, Trube aye, Coleman aye, Aziere aye, Rinke aye, Blood aye. Motion carried.

Under New Business was a Public Hearing for a Variance request to reduce the minimum area of a dwelling from 600 sq. ft. to 400 sq. ft. in the "SF" Single-Family Residential District for property generally located at 203 West Sunflower Drive:

Motion by Trube, Second by Rinke.

To recess the Planning Commission and convene the Board of Zoning Appeals.

Willliams aye, Trube aye, Coleman aye, Aziere aye, Rinke aye, Blood aye.

Motion carried.

HOGAN presented the staff report.

AZIERE: So we have a minimum DU size?

HOGAN: We have a minimum dwelling unit size.

AZIERE: DU.

HOGAN: Yes.

AZIERE: We don't have a minimum accessory structure size requirement?

HOGAN: No.

AZIERE: So we are applying a full dwelling unit size regulation on an accessory dwelling structure? That's the rule that we are breaking, and if we are okay with that, then every other condition is met.

COLEMAN: However, a tiny home is less square footage than it with 599 square feet.

AZIERE: Forgive me, but we have requirements for tiny homes that are in our code currently?

HOGAN: Yes, in our tiny home district, the homes have to be less than 600 square feet. So the maximum dwelling unit size is 599.

TRUBE: And this qualifies as a tiny home?

HOGAN: If a zone change was done for this property to make it tiny home, the current dwelling unit would be a non-conforming structure. So we would not allow that zone change.

AZIERE: Any more questions for staff at this time? Does the applicant wish to speak?

ROUNDS: I don't really have anything else to add to my initial opening. But the reason we chose the 400 square foot, you know, size was because my yard is large, but it's narrow, and we didn't want it to take up too much space or get too close to the utility pole. And it also allowed us to have the carport on the side without, you know, taking up my entire yard. So that was kind of the purpose behind that.

AZIERE: And, sorry, I know it's in here somewhere because I saw it. Your structure, without the carport, is 20 by 20 as opposed to 20 by 30.

ROUNDS: Yes.

AZIERE: Any questions for the applicant? Now's the time for any member of the public to speak. Public comment is now closed for Board of zoning appeals action. The floor is open to commissioner's comments.

TRUBE: I'm inclined to recommend approval. You know, it's a ten foot difference in building size..

AZIERE: Yeah. And I think because of what it is, it's kind of going to look like a shed in someone's backyard. And everybody else in the neighborhood has a shed. I don't know why this would be any different. And the size being smaller, in my opinion, makes it easier to approve than harder. I know that it doesn't meet the requirement that we have, but that seems like an easy decision. So any more discussion? Is there a motion?

TRUBE: I'll go ahead and move that we approve the variance request to reduce the minimum dwelling size from 600 to 400ft².

HOGAN: It is my understanding that state statute is what requires us to meet all five conditions. We can confirm with Josh if we need to meet all five. But since it only meets 4 out of 5, we can't approve it.

AZIERE: But we can recommend approval to the council?

HOGAN: You guys are the only body that approves this.

AZIERE: So if we can't approve it, why is it in front of us?

HOGAN: If you find a way that it does meet this first condition, that it's unique to the property and not caused by the property owner, then you can approve it.

AZIERE: So explain to me again what it doesn't meet?

HOGAN: So we've got those five conditions. Those are what's in italics and underlined in the staff report. Those five are outlined in a state statute that says that all five of these must be met in order for a variance to be approved. And staff has determined that the first condition is not met. If you can find different evidence, or you can determine that that is met, then you can approve it. But if you can't determine that that condition is met, then you will have to recommend denial. But we can confirm with Josh if you have to have all five, so another option is to table it.

TRUBE: And the narrow shape of the property doesn't qualify for number one?

HOGAN: That is your guys's determination.

COLEMAN: I think that would qualify.

TRUBE: Yeah, I mean, the property owner didn't cause the shape of the property to be what it is. So I would think one would qualify by the narrowness of the lot.

Motion by Trube, Second by Williams.

To approve the variance request as presented with the conclusion that the narrowness of the lot satisfies the first condition.

Williams aye, Trube aye, Coleman aye, Aziere aye, Rinke aye, Blood aye.

Motion carried...

Motion by Trube, Second by Williams.

To adjourn the Board of Zoning Appeals and reconvene the Planning Commission.

Williams aye, Trube aye, Coleman aye, Aziere aye, Rinke aye, Blood aye.

Motion carried.

Under New Business was a Review of a Text Amendment to the Zoning Regulations: Changes to Article 6. Nonconforming Lots & Structures; Article 11. Floodplain Management:

HOGAN: If you guys could flip to Article 10. Nonconformities in your binders. There's a sheet for your notes again. And then we have a staff report this week. There's a summary of our changes in the staff report. And I'll go over every change for the most part. The redline version of this article has some comments with details for why we're making these changes. If you want to flip to that page as well.

Our first change is going to be changing the name of this article to just Nonconformities instead of Nonconforming Lots and Structures. That's because this article deals with more than just lots and structures. There's a section for other certain circumstances that deals with landscaping and fencing and such. Our other change is adding the word nonconforming into this article. It's implied, but never actually stated, besides the title. We'll also be removing 1000.C where it has that date of adoption. It's implied that anything created after the adoption of these regulations is regulated, we don't need that actual date in there.

In section 1001, we've removed the allowance to expand the non-conforming use. There's an article that staff reviewed in the changes of this nonconforming uses that went over the court cases dealing with nonconforming uses and structures. And according to those court cases, we're not required to allow nonconforming uses to expand. So we are going to remove that allowance. We've also removed the allowance for a nonconforming use to be changed into another nonconforming use. When a nonconforming use is going to expire, it should only be replaced with something that is conforming. That is backed up by court cases as well.

In section 1002, we've modified the requirement for modifications and alterations to nonconforming structures. That is still allowed. In 1004, we have modified what qualifies as the removal of other nonconformities. Our landscaping regulations and our off street parking regulations both require conformance in different ways than this article had stated. So we changed it so they now all match.

Section 1006. Discontinuance. Previously, we had different periods of inactivity for if a nonconforming use occurred indoors, or if a nonconforming use occurred outdoors. We changed the discontinuance to be the same for both of those, regardless of where the use is occurring.

Section 1008 has been removed from this article. Registration is not required by state statute and staff has never adopted procedures for the registration of nonconformities. We just have an in-house inventory of where they exist. But that is all the changes to the nonconforming section. Do you have any questions?

TRUBE: Does that require a motion?

HOGAN: No.

G + 1 25 20

BLOOD: Can I ask a question?

HOGAN: Sure.

BLOOD: So back in 1006.C, in the first paragraph, it went from the Board of Zoning Appeals to the Zoning Administrator. So that's just staff?

HOGAN: The zoning administrator will deal with whether a nonconforming use is abandoned or not. That's not something that needs to be presented to the Board of Zoning Appeals by state statute. Any other questions?

Floodplain management is our next section. That's all the way at the end of your binders. We don't have any changes to this section. It's just formatting it to match what the new regulations will look like. And again, this is just a review, so we don't need a motion.

There was no Correspondence.

Under off agenda:

AZIERE: Off agenda?

HOGAN: Our next meeting is October 23rd.

Motion by Trube, Second by Williams.

To adjourn tonight's meeting.

Williams aye, Trube aye, Coleman aye, Aziere aye, Rinke aye, Blood aye.

The meeting adjourned at 6:29 p.m.

HAYSVILLE PLANNING COMMISSION/BOARD OF ZONING APPEALS

Minutes October 23, 2025

The regular Planning Commission Meeting was called to order by Chairperson Tim Aziere at 6:00 p.m. in the Council Chambers at the Haysville Municipal Building, 200 W. Grand Ave., Haysville, KS 67060.

The members present were Mark Williams, Brandon Trube, Tim Aziere, Dan Rinke, and Jeff Blood. Also present was Planning and Zoning Administrator, Kailyn Hogan.

The first item of business was the Minutes of September 25, 2025.

Motion by Blood, Second by Williams.

To approve the minutes as presented.

Williams aye, Trube aye, Aziere aye, Rinke aye, Blood aye.

Motion carried.

There was no one to speak under Public Forum.

Under Old Business was a Zone Change request from "SF" Single-Family Residential to "MF4" Multi-Family Four Residential for property generally located at 6401 South Sunnyside Road:

HOGAN: City Council reviewed this case on October 14th and voted to return the planning commission's recommendation for further consideration because no reason was given for the denial of the zone change. For recommendations on zone changes, the commission must always state its reasoning based on one of the factors in the Golden Rules. When the council returns your recommendation, you have two options: (1) resubmit your original recommendation or (2) submit a new or amended recommendation.

AZIERE: But, either way, it should have the reasoning behind it included?

HOGAN: Yes.

AZIERE: Thank you for that clarification.

Motion by Trube, Second by Rinke.

To deny the request to rezone the property located at 6401 South Sunnyside Road from Single-Family Residential to Multi-Family Four, based on the findings that the proposed zoning is not compatible with the existing infrastructure or surrounding development pattern. Specifically, the site lacks adequate access to safely accommodate additional traffic, as South Sunnyside Road is a narrow, one-way street with limited ingress and egress options. This denial is made pursuant to the Golden Rules, particularly rule #5 concerning public health and safety, and rule #7 regarding the adequacy of public facilities and transportation access.

Williams aye, Trube aye, Aziere aye, Rinke aye.

Blood abstain.

Motion carried.

Under New Business was a Review of a Text Amendment to the Zoning Regulations: Changes to Article 3. General Regulations and Article 4. Zoning Districts:

HOGAN: This is a change to Article 3. General Regulations. This article covers the base districts, the minimum bulk regulations for all districts, and the minimum regulations for accessory structures and uses in all districts. This will be renamed to Article 4 in our final amendment.

For section 300, or 401 in your binders, the base districts that are listed as a list will be replaced with a table, and the special base districts will be added to the table. We will also be codifying the hierarchy. That will go with the zoning classification chart that is on the city website that allows you to rezone to a lesser district than what is proposed.

Changes to section 303, or 405 in your binders, will allow multiple principal structures per lot in all districts but single-family districts. It will also allow architectural appendages and porches to encroach into setbacks in all districts. The use chart will be relocated here as well.

Changes to section 304, or section 406 in your binders, is establishing a front setback for accessory structures, special setbacks for corner lots, and replacing the list of accessory structure setbacks with a table. It also includes some regulations for auxiliary structures, or accessory structures that are less than 100 sq. ft. and don't require a building permit.

There are some more changes that I have not gone over, but this is just a review. We do not need a motion.

The next article is Article 7. We're splitting up our current Article 4. We're going to split it into residential districts, commercial districts and industrial. So this is just the industrial article. There's no huge changes to this and any are the same for both light industrial and heavy industrial. We're mostly just adding in a section for the dimensional standards, which are new in the Article 4 that we just went over, and then providing for some allowances for operations in the front setback when it comes to parking and vehicle and equipment sales.

There were no questions for staff.

Under New Business was a Review of the South Meridian Corridor Plan:

HOGAN: For those of you listening online that are unfamiliar with the South Meridian plan, this plan provides guidance for future improvement to an approximate 5.4 mile portion of Meridian Avenue within the southern part of Sedgwick County, on the west side of Haysville. This area is under study. It's located on Meridian, from a point one quarter mile north of 55th Street and one eighth mile south of 95th Street. The plan addresses land use, transportation, and aesthetic enhancements to the corridor through the year 2035. Staff reviewed this plan prior to tonight's meeting and found the following recommendations to be completed by the Planning and Zoning Department. Three of these are projected to be completed in the next year.

The first is adopting the land use classifications as they're listed in the plan. These classifications would be formally adopted in our comp plan, which is up for annual review in December.

The second is adopting the land use plan as it is shown in the corridor plan. That would be officially adopted into our official land use map, which is up for review in summer next year.

AZIERE: I have a question. Before we adopt that land use plan wholesale, has it been checked for compliance with existing uses? This was done in 2012, and there's been a decent amount of development

since then. And I know some of the properties changed hands also. So is part of that adoption going to be at least a cursory review and an update too?

HOGAN: We could incorporate that. Yes.

AZIERE: I just think it's worth a little bit of discussion at least, so that I mean, some of this stuff I think is correct with where it sits, but some of it is not, you know, just make sure that it gets at least considered based on the existing uses before it's just adopted.

HOGAN: Part of our next land use plan update, hopefully, will be an existing land use map to go along with the future land use map.

HOGAN: The third update that we can get done next year is considering the adoption of a policy that would require new subdivisions to have collector streets at quarter mile intervals on arterials. That would be adopted in our subdivision regulations that are up for review spring of next year.

The other two, (1) considering the adoption of landscaping and screening for residential developments and (2) developing an access management policy. Those deadlines are to be determined.

AZIERE: There's an additional part of this that was basic requirements for a traffic study and outlining where and when those break over points are. Did any part of that ever get incorporated into the code?

HOGAN: I think that would have been incorporated with a development review process, which is still ongoing.

AZIERE: I think if we're going to go through the effort of looking at the rest of this and trying to incorporate whatever we can out of it, that is a part of it, and I think it's valuable. So it probably also needs to be updated, and reviewed, but I think that's an important part, especially as development comes in. That's one of our only protections against a developer coming in and putting something in without doing a traffic study and then realizing after the fact that we need a left turn lane or signal, whatever it is, and there being no mechanism after the fact to be able to put that cost back on the developer or the development itself and falling on the city wholly. So just I think it's worth reviewing that as well. And then try to incorporate it.

HOGAN: It sounds like a plan.

Under New Business was a Review of the 2026 Capital Improvements Plan:

HOGAN: The capital improvements plan is a document that's developed by staff with the direction of the mayor and City Council. It is part of the comprehensive plan, which is why it's up for your recommendation and your review. The capital improvements plan explains the city's budget and also the city's debts. It also explains the city projects which are categorized by short range to be completed in the next year, mid range to be completed in the next two years, and then long range to be completed past those two years. The complete list of projects is listed at the end. Our City Manager is the best resource when it comes to the capital improvements plan, so you can reach out to him directly if you have questions, or you can state them now for the record, we can table, and I can get back to you with answers at our next meeting.

AZIERE: And this is just informative?

HOGAN: You are supposed to make a recommendation to City Council on whether to approve or deny the capital improvements plan.

AZIERE: Are we prepared to do that?

RINKE: No.

AZIERE: What's their schedule?

HOGAN: We are actually ahead of time. This is normally reviewed in either November or December. So if you want the table today, that's okay.

AZIERE: I think my preference would be the table it unless, anybody has an objection to that. I see no objection.

Motion by Trube, Second by Williams.

To table the Capital Improvements Plan to the next meeting on November 13th, 2025.

Williams aye, Trube aye, Aziere aye, Rinke aye, Blood aye.

Motion passed.

There was no Correspondence.

Under off agenda:

HOGAN: Our next meeting is November 13th.

Motion by Trube, Second by Rinke.

To adjourn tonight's meeting.

Williams aye, Trube aye, Aziere aye, Rinke aye, Blood aye.

The meeting adjourned at 6:16 p.m.

THE CITY OF HAYSVILLE, KANSAS

| ORDINANCE NO. | |
|---------------|--|
| ORDINANCE NO. | |

AN ORDINANCE DENYING A REQUEST FOR REZONING OF CERTAIN REAL PROPERTY LOCATED WITHIN THE CITY OF HAYSVILLE, KANSAS

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

SECTION 1. Having received the recommendation of the City Planning Commission following notice and hearing thereon as provided by law and pursuant to the Zoning Regulations of the City of Haysville, Kansas, the governing body hereby denies the rezoning request to change the zoning from "SF" Single-Family Residential to "MF4" Multi-Family Four Residential for the following described real property:

Lot 1, Block 1, Ward's 4th Addition, Haysville, Sedgwick County, Kansas

The rezoning is denied based on the findings that (1) the proposed zoning is not compatible with the existing infrastructure or surrounding development pattern and (2) the site lacks adequate access to safely accommodate additional traffic, as South Sunnyside Road is a narrow, one-way street with limited ingress and egress options. The rationale for such denial is made pursuant to the Golden Factors, particularly factor #5 concerning public health and safety, and factor #7 regarding the adequacy of public facilities and transportation access.

SECTION 2. Should any section, clause, sentence, or phrase of this ordinance be found to be unconstitutional or is otherwise held invalid by any court of competent jurisdiction, such invalidity shall not affect the validity of the any remaining provisions herein.

SECTION 3. This ordinance shall take effect and be in force from and after its passage and publication once in the City's official newspaper as provided by State law.

| Passed and Approved by the day of | ne Governing Body of the City, 2025. | of Haysville, Kansas, |
|-----------------------------------|--------------------------------------|-----------------------|
| Approved by the Mayor | day of | , 2025. |
| | | |
| | Russ Kessler Mayor | |

| ATTEST: |
|------------------------------|
| |
| |
| Angela Fulton, City Clerk |
| |
| |
| |
| Approved as to form: |
| |
| |
| Joshua Pollak, City Attorney |



MEMORANDUM

TO: Honorable Mayor Russ Kessler; City Council

FROM: Angela Riedl, Business License Technician

DATE: November 10th, 2025

RE: New Business Licenses

The following businesses have applied for a new business license and passed all the requirements for the City of Haysville. No action is required.

- Divine Care Homes LLC- 616 W. Grand Ave.- Senior Care Home
- Haysville Arcade- 218 W. Sarah Ln.- Repairs and Merchandise
- Haysville Rental Center- 7560 S. Broadway Ave.- Rental Equipment
- ICT Trash Service- 601 E. 71st St. S- Refuse Hauler
- Legacy Dumpster- 116 S. Pirner Dr.- Roll Off Dumpsters
- **Revive Enterprise** 136 S. Pirner Dr. #1– *Carpet Cleaning*

Sincerely,

Angela Riedl Business License Technician City of Haysville



memo

To: The Governing Body of the City of Haysville, Kansas

From: Josh Pollak, City Attorney

Date: 11/06/2025

Re: Tax Sale Process – Old HAC Building

Introduction:

The City was the successful bidder at the tax foreclosure sale of the old HAC property.

Confirmation of Sale:

Now that the sale is complete, the County, through their attorney will prepare and file a sales return with the Court. They then file a motion requesting the Court to approve and confirm the sale. The Court will issue an order confirming the sale. The City will not become the owner of the property until such time as the sale is confirmed. Once the sale is confirmed, then the County will prepare a new deed naming the City as the owner. This will take 90-120 DAYS OR MORE after the sale date depending upon any issues arising post-sale.

Possible Court Challenge:

After the sale, an owner or lien holder of record can challenge through the District Court the sale of properties sold at a tax foreclosure auction. The county may defend the sale with appointed counsel. A buyer may also engage their own attorney to represent them during such an action. If the court should decide in favor of the plaintiff and set aside the sale of the property, the court will direct the county regarding the refund of the full purchase price including fees paid.

Occupied Buildings:

If an auction buyer purchases property with an occupied building and that party refuses to vacate, the purchaser is responsible for handling this situation and the eviction, not the County.



Sedgwick County Fire District 1

7750 N. Wyandotte Way, Park City, KS 67147
Phone: 316-660-3473 Fax: 316-660-3474

Haysville City Council Report

| Main Incident Type | Count of Incidents | Secondary Incident Type |
|---|--------------------|--|
| False Alarm & False Call | | |
| | 3 | Unintentional system/detector |
| | | operation (no fire) |
| | 4 | System or detector malfunction |
| False Alarm & False Call Total (2) | 7 | |
| Fire | | |
| | 1 | Mobile property (vehicle) fire |
| | 2 | Structure Fire |
| Fire Total (2) | 3 | |
| Good Intent Call | | 77.36 . 1 |
| | 1 | HazMat release investigation w/no HazMat |
| | 2 | Controlled burning |
| | 3 | Steam, other gas mistaken for smoke |
| | 4 | Dispatched and canceled en route |
| | 4 | Wrong location, no emergency found |
| Good Intent Call Total (5) | 14 | |
| Hazardous Condition (No Fire) | | |
| | 1 | Chemical release, reaction, or toxic condition |
| | 2 | Electrical wiring/equipment problem |
| | 3 | Combustible/flammable spills & leaks |
| Hazardous Condition (No Fire) Total (3) | 6 | |
| Overpressure Rupture, Explosion, Overheat(no fire) | | |
| | 1 | Explosion (no fire) |
| | 1 | Overpressure rupture from air or gas (no fire) |
| Overpressure Rupture, Explosion, Overheat(no fire) Total (2) | 2 | |
| Rescue & Emergency Medical Service Incident | | |
| | 35 | Medical assist |
| | 61 | Emergency medical service (EMS) incident |
| Rescue & Emergency Medical Service Incident Total (2) | 96 | |
| Service Call | | |
| | 1 | Person in distress |
| | 1 | Water problem |
| | 16 | Public service assistance |
| Service Call Total (3) | 18 | |
| Total (19) | 146 | |

page 1 of 1 Printed on: 11/01/2025



10/30/25

Dear Local Franchising Authority,

As you know, Cox is required to obtain permission from local broadcast stations and cable networks to provide their signals on our channel lineup. We're in discussions to renew agreements with the following programmers and broadcasters:

| Station/Network | Channel(s) |
|-------------------|------------|
| Cine Sony | 331 |
| Sportsman Channel | 252 |

If we are unable to reach a new agreement by the expiration dates, these networks can prevent us from including their stations in our lineup.

We know this may be frustrating to our customers, but we're hoping they'll agree that this negotiation is worth the effort to ensure we are delivering quality TV shows and channels at a reasonable price. We continue to actively negotiate with these networks and are working toward renewing our agreements without any disruption of service to our customers.

We will keep you updated with any new information. Please feel free to contact me.

Sincerely,

Megan Bottenberg

Director, Government Affairs

Megan Bostanburg

Cox Communications Central Region



MEMO

TO: The Honorable Russ Kessler, Mayor

Haysville City Councilmembers

FROM: Will Black, Chief Administrative Officer

SUBJECT: 2025 Budget Amendment

DATE: November 6, 2025

In order to remain compliant with state budget law, we will need to amend budgets of the Pool, Library, and Recreation Funds.

The pool was well attended this year and had increases in both revenues and expenditures. The increased expenditures require a budget amendment to increase budget authority for the fund.

Regarding the Library Fund, the distribution of the last funds received in 2024 was made in January of 2025 instead of in December of 2024. Since we expect to distribute all 2025 funds received in 2025, we need to increase the 2025 budget by the amount of 2024 funds distributed in 2025.

The Recreation Department has increased the number of children it can serve through the Latchkey Program over recent years. This resulted in increased revenues and expenditures related to the program. A budget amendment to increase the Recreation Fund's budget authority is required to stay in compliance with Kansas budget law.

The amended budgets and associated notice of public hearing are attached for your review and approval. The public hearing will be scheduled for the December 8th meeting. Thank you.

2025

Proposed Amended

2025

Expenditures

Amended Certificate For Calendar Year 2025

To the Clerk of Sedgwick County, State of Kansas We, the undersigned, duly elected, qualified, and acting officers of

City of Haysville

certify that: (1) the hearing mentioned in the attached publication was held;(2) after the Budget Hearing this Budget was duly approved and adopted as the maximum expenditure for the various funds for the year.

Page

No.

Table of Contents:

Amount of

2024

Tax that was Levied

2025 Amended Budget

Adopted

2025

Expenditures

| Fund | K.S.A. | | | | |
|-----------------------|--------|-----------|--------|-----------|-----------|
| Municipal Pool | | 2 | | 230,000 | 249,481 |
| Library | | 3 | | 542,388 | 582,592 |
| Recreation | | 4 | | 1,138,023 | 1,242,116 |
| | | | | | |
| | | | | | |
| | | | | | |
| Totals | | xxxxxxxxx | 0 | 1,910,411 | 2,074,189 |
| Summary of Amendments | | 5 | | | |
| Attested date: | | | | | |
| County Clerk | - | | | | - |
| Assisted by: | _ | | | | - |
| Address: | - | | | | - |
| Email: | - | | | | - |
| | - | | Govern | ing Body | - |
| CPA Summary | | | | | |

City of Haysville 2025

Adopted Budget

| | 2025 | 2025 |
|---------------------------------------|---------|----------|
| Municipal Pool | Adopted | Proposed |
| - | Budget | Budget |
| Unencumbered Cash Balance January 1 | 518 | 5,053 |
| Receipts: | | |
| Ad Valorem Tax | | |
| Delinquent Tax | | |
| Motor Vehicle Tax | | |
| Recreational Vehicle Tax | | |
| 16/20M Vehicle Tax | | |
| Admissions/Passes/Swim Tickets | 66,000 | 62,343 |
| Swim Lessons | 30,000 | 31,485 |
| Concessions | 28,000 | 32,635 |
| Pool Rentals | 13,000 | 12,550 |
| General Fund Assistance | 92,000 | 104,500 |
| Miscellaneous | 99 | 632 |
| | | |
| | | |
| Interest on Idle Funds | 900 | 705 |
| Total Receipts | 229,999 | 244,850 |
| Resources Available: | 230,517 | 249,903 |
| Expenditures: | | |
| Salaries & Wages | 165,000 | 172,314 |
| Commodities | 63,500 | 75,740 |
| Capital Outlay | 0 | 0 |
| Miscellaneous | 1,500 | 1,427 |
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| Total Expenditures | 230,000 | 249,481 |
| Unencumbered Cash Balance December 31 | 517 | 422 |
| Onencumbered Cash Balance December 31 | 317 | 422 |

| CPA Summary | | |
|-------------|--|--|
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City of Haysville 2025

Adopted Budget

| | 2025 | 2025 |
|---------------------------------------|---------|----------|
| Library | Adopted | Proposed |
| | Budget | Budget |
| Unencumbered Cash Balance January 1 | 1 | 47,134 |
| Receipts: | | |
| Ad Valorem Tax | 482,945 | 465,036 |
| Delinquent Tax | 9,684 | 15,327 |
| Motor Vehicle Tax | 48,137 | 52,972 |
| Recreational Vehicle Tax | 905 | 905 |
| 16/20M Vehicle Tax | 80 | 80 |
| K-Covers | 636 | 700 |
| Watercraft | 0 | 438 |
| | | |
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| Interest on Idle Funds | 0 | 0 |
| Total Receipts | 542,387 | 535,458 |
| Resources Available: | 542,388 | 582,592 |
| Expenditures: | , | ŕ |
| Distribution to Library | 542,388 | 582,592 |
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| Total Expenditures | 542,388 | 582,592 |
| Unencumbered Cash Balance December 31 | 0 | 0 |

| CPA Summary | | | |
|-------------|--|--|--|
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| | | | |

City of Haysville 2025

Adopted Budget

| Adopted Budget | | |
|---------------------------------------|-----------|-----------|
| | 2025 | 2025 |
| Recreation | Adopted | Proposed |
| | Budget | Budget |
| Unencumbered Cash Balance January 1 | 166,640 | 181,025 |
| Receipts: | | |
| Ad Valorem Tax | | |
| Delinquent Tax | | |
| Motor Vehicle Tax | | |
| Recreational Vehicle Tax | | |
| 16/20M Vehicle Tax | | |
| Program Fees | 135,000 | 113,500 |
| Admissions/Memberships | 138,000 | 145,652 |
| Concessions | 7,000 | 5,274 |
| Latchkey | 700,000 | 745,879 |
| General Asst/P-C Sports Complex | 2,000 | 1,456 |
| USD 261 | 35,000 | 35,000 |
| Rentals | 10,000 | 8,975 |
| Miscellaneous | 100 | 575 |
| | | |
| Interest on Idle Funds | 16,000 | 6,200 |
| Total Receipts | 1,043,100 | 1,062,511 |
| Resources Available: | 1,209,740 | 1,243,536 |
| Expenditures: | , , | |
| Salaries & Wages | 870,949 | 947,500 |
| Commodities | 110,175 | 88,635 |
| Programs | 55,000 | 64,500 |
| Latchkey | 55,000 | 95,000 |
| Plagens/Carpenter Sports Complex | 10,400 | 11,081 |
| USD 261 | 35,000 | 35,000 |
| Miscellaneous | 1,499 | 400 |
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| Total Expenditures | 1 129 022 | 1,242,116 |
| Unencumbered Cash Balance December 31 | 1,138,023 | |
| Unencumbered Cash Balance December 31 | 71,717 | 1,420 |

| CPA Summary | | | |
|-------------|--|--|--|
| | | | |

Notice of Budget Hearing for Amending the 2025 Budget

The governing body of

City of Haysville

will meet on the day of December 8, 2025 at 7:00 pm at Haysville Municipal Building, 200 W. Grand, Haysville, KS for the purpose of hearing and answering objections of taxpayers relating to the proposed amended use of funds.

Detailed budget information is available at Haysville Municipal Building and will be available at this hearing.

Summary of Amendments

| | | 2025 | | | | | | | | | | |
|----------------|----------|-----------------|--------------|------------------|--|--|--|--|--|--|--|--|
| | Actual | Amount of Tax | | Proposed Amended | | | | | | | | |
| Fund | Tax Rate | that was Levied | Expenditures | Expenditures | | | | | | | | |
| Municipal Pool | | | 230,000 | 249,481 | | | | | | | | |
| Library | | | 542,388 | 582,592 | | | | | | | | |
| Recreation | | | 1,138,023 | 1,242,116 | | | | | | | | |
| | | | 0 | 0 | | | | | | | | |
| | | | 0 | 0 | | | | | | | | |
| | | | 0 | 0 | | | | | | | | |

Angela Fulton
Official Title: City Treasurer/City Clerk

Page No. 5



CITY OF HAYSVILLE, KANSAS 401 S. Jane-P.O. Box 404-Haysville, Kansas 67060

401 S. Jane-P.O. Box 404-Haysville, Kansas 67060 (316) 529-5940~Fax (316) 529-5945 www.haysville-ks.com

To: The Honorable Mayor, Russ Kessler

Haysville City Councilmembers

From: Tony Martinez

City of Haysville

Director of Public Works

Date: November 10th, 2025

Re: River Forest Addition Infrastructure Bids

A bid letting was held for the River Forest Addition Infrastructure Project on November 4th. The project includes the installation of water main and paving to serve the new assisted living facility. The engineer's estimate was \$531,128.00.

Pearson Construction \$357,120.00

APAC Kansas Inc., Shears Division \$384,957.50

Conspec Inc dba Kansas Paving \$378,190.00

We are requesting authorization to approve the bid from Pearson Construction in the amount of \$357,120.00.

Tony Martinez
City of Haysville

Director of Public Works

OWNER: City of Haysville

PROJECT: Haysville River Forest 3rd Addition

PEC PROJECT NO: 257002-011

DATE: Nov 4, 2025

BID TABULATION



| Item | DESCRIPTION | QUANTITY L | UNIT | UNIT Engineer's Estimate | | Pearson Construction LLC | | APAC Kansas Inc., Shears Division | | Conspec Inc dba Kansas Paving | |
|--------------------------|---|----------------|------------|--------------------------|---------------|--------------------------|---------------|-----------------------------------|---------------|-------------------------------|---------------|
| No. | | 207 | 5 1 | UNIT PRICE | COST | UNIT PRICE | COST | UNIT PRICE | COST | UNIT PRICE | COST |
| | ID WATERLINE | | | | | | | | | | |
| | 8" Pipe, WL | 148 | LF | \$ 80.00 | | | | | | | |
| | 8" Pipe, WL DI | 17 | LF | \$ 100.00 | | | | \$ 100.00 | \$ 1,700.00 | * | \$ 1,700.00 |
| | 12" Pipe, WL | 811 | EA | \$ 120.00 | | | | | \$ 52,715.00 | \$ 65.00 | \$ 52,715.00 |
| | 12" Pipe, WL DI | 13 | EA | \$ 140.00 | | | \$ 1,950.00 | \$ 150.00 | \$ 1,950.00 | \$ 150.00 | \$ 1,950.00 |
| | 8" Anchored Valve Assembly | 1 | EA | \$ 5,000.00 | | | \$ 3,300.00 | \$ 3,300.00 | \$ 3,300.00 | \$ 3,300.00 | \$ 3,300.00 |
| | 12" Valve Assembly | 2 | EA | \$ 6,000.00 | | | \$ 8,400.00 | \$ 4,200.00 | \$ 8,400.00 | \$ 4,200.00 | \$ 8,400.00 |
| 7 | 8" Tapping Sleeve and Valve | 1 | EA | \$ 6,000.00 | | | \$ 6,000.00 | \$ 6,000.00 | \$ 6,000.00 | + 0,000.00 | \$ 6,000.00 |
| 8 | Fire Hydrant Assembly | 1 | EA | \$ 6,000.00 | | | \$ 8,500.00 | \$ 8,500.00 | \$ 8,500.00 | \$ 8,500.00 | \$ 8,500.00 |
| 9 | Connect to Existing WL | 1 | EA | \$ 3,000.00 | | \$ 2,200.00 | \$ 2,200.00 | \$ 2,200.00 | \$ 2,200.00 | \$ 2,200.00 | \$ 2,200.00 |
| | Waterline Abandonment | 1 | LS | \$ 2,500.00 | | \$ 4,200.00 | \$ 4,200.00 | \$ 4,200.00 | \$ 4,200.00 | \$ 4,200.00 | \$ 4,200.00 |
| | Site Clearing and Restoration | 1 | LS | \$ 5,000.00 | | | | \$ 5,000.00 | \$ 5,000.00 | \$ 9,250.00 | \$ 9,250.00 |
| 12 | Mobilization | 1 | LS | \$ 15,000.00 | | | | \$ 5,000.00 | \$ 5,000.00 | \$ 5,000.00 | \$ 5,000.00 |
| 13 | Erosion Control | 1 | LS | \$ 2,500.00 | | | | Ţ | \$ 100.00 | ψ | \$ 100.00 |
| 14 | Temporary and Permanent Project Seeding | 1 | LS | \$ 5,000.00 | | \$ 860.00 | \$ 860.00 | \$ 860.00 | \$ 860.00 | \$ 100.00 | \$ 100.00 |
| | BAS | E BID WATERLIN | IE TOTAL | | \$ 174,680.00 | | \$ 108,345.00 | | \$ 105,845.00 | | \$ 109,335.00 |
| BASE B | ID PAVING | | | | | | | | | | |
| 1 | ASPHALTIC CONCRETE PAVEMENT (5") | 3,279 | SY | \$ 32.00 | \$ 104,928.00 | \$ 23.00 | \$ 75,417.00 | \$ 22.50 | \$ 73,777.50 | \$ 22.00 | \$ 72,138.00 |
| 2 | REINFORCED CRUSHED ROCK BASE (6") | 4,020 | SY | \$ 12.00 | \$ 48,240.00 | \$ 11.00 | \$ 44,220.00 | \$ 11.00 | \$ 44,220.00 | \$ 10.00 | \$ 40,200.00 |
| 3 | COMBINED CURB & GUTTER, TYPE 2 | 1,902 | LF | \$ 16.00 | \$ 30,432.00 | \$ 12.00 | \$ 22,824.00 | \$ 14.50 | \$ 27,579.00 | \$ 10.00 | \$ 19,020.00 |
| 4 | UNCLASSIFIED EXCAVATION | 1,564 | CY | \$ 12.00 | \$ 18,768.00 | \$ 11.00 | \$ 17,204.00 | \$ 14.00 | \$ 21,896.00 | \$ 8.00 | \$ 12,512.00 |
| 5 | RIPRAP | 28 | SY | \$ 100.00 | \$ 2,800.00 | \$ 120.00 | \$ 3,360.00 | \$ 120.00 | \$ 3,360.00 | \$ 120.00 | \$ 3,360.00 |
| 6 | STORM SEWER PIPE, 15" RCP | 88 | LF | \$ 110.00 | \$ 9,680.00 | \$ 75.00 | \$ 6,600.00 | \$ 75.00 | \$ 6,600.00 | \$ 75.00 | \$ 6,600.00 |
| 7 | INLET HOOKUP | 2 | EA | \$ 500.00 | \$ 1,000.00 | \$ 750.00 | \$ 1,500.00 | \$ 475.00 | \$ 950.00 | \$ 600.00 | \$ 1,200.00 |
| 8 | INLET (TYPE 1A CURB, 5' X 3') | 2 | EA | \$ 5,000.00 | \$ 10,000.00 | \$ 6,500.00 | \$ 13,000.00 | \$ 6,500.00 | \$ 13,000.00 | \$ 6,500.00 | \$ 13,000.00 |
| 9 | INLET (AREA, 2' X 2') | 1 | EA | \$ 5,000.00 | \$ 5,000.00 | \$ 5,000.00 | \$ 5,000.00 | \$ 5,000.00 | \$ 5,000.00 | \$ 5,000.00 | \$ 5,000.00 |
| 10 | END SECTION, 15" RC | 1 | EA | \$ 850.00 | \$ 850.00 | \$ 2,000.00 | \$ 2,000.00 | \$ 2,000.00 | \$ 2,000.00 | \$ 2,000.00 | \$ 2,000.00 |
| 11 | MANHOLE ADJUSTMENT | 3 | EA | \$ 1,500.00 | \$ 4,500.00 | \$ 600.00 | \$ 1,800.00 | \$ 600.00 | \$ 1,800.00 | \$ 600.00 | \$ 1,800.00 |
| 12 | TEMPORARY CRUSHED ROCK BASE | 70 | SY | \$ 25.00 | \$ 1,750.00 | \$ 25.00 | \$ 1,750.00 | \$ 24.00 | \$ 1,680.00 | \$ 20.00 | \$ 1,400.00 |
| 13 | EROSION CONTROL | 1 | LS | \$ 10,000.00 | \$ 10,000.00 | \$ 3,725.00 | \$ 3,725.00 | \$ 3,725.00 | \$ 3,725.00 | \$ 3,500.00 | \$ 3,500.00 |
| 14 | TEMPORARY AND PERMANENT PROJECT SEEDING | 1 | LS | \$ 7,500.00 | \$ 7,500.00 | \$ 3,100.00 | \$ 3,100.00 | \$ 3,100.00 | \$ 3,100.00 | \$ 1,200.00 | \$ 1,200.00 |
| 15 | TRAFFIC CONTROL | 1 | LS | \$ 2,500.00 | \$ 2,500.00 | \$ 4,000.00 | \$ 4,000.00 | \$ 1,800.00 | \$ 1,800.00 | \$ 250.00 | \$ 250.00 |
| 16 | SIGNING | 1 | LS | \$ 1,000.00 | \$ 1,000.00 | \$ 975.00 | \$ 975.00 | \$ 975.00 | \$ 975.00 | \$ 975.00 | \$ 975.00 |
| 17 | CONSTRUCTION STAKING | 1 | LS | \$ 10,000.00 | \$ 10,000.00 | \$ 8,850.00 | \$ 8,850.00 | \$ 8,850.00 | \$ 8,850.00 | \$ 8,850.00 | \$ 8,850.00 |
| 18 | MOBILIZATION | 1 | LS | \$ 50,000.00 | \$ 50,000.00 | \$ 15,000.00 | \$ 15,000.00 | \$ 25,000.00 | \$ 25,000.00 | \$ 1,000.00 | \$ 1,000.00 |
| 19 | SITE CLEARING AND RESTORATION | 1 | LS | \$ 30,000.00 | \$ 30,000.00 | \$ 18,000.00 | \$ 18,000.00 | \$ 32,000.00 | \$ 32,000.00 | \$ 65,350.00 | \$ 65,350.00 |
| 20 | SWPPP INSPECTION | 1 | LS | \$ 7,500.00 | \$ 7,500.00 | \$ 450.00 | \$ 450.00 | \$ 1,800.00 | \$ 1,800.00 | \$ 9,500.00 | \$ 9,500.00 |
| | | BASE BID PAVIN | G TOTAL | | \$ 356,448.00 | | \$ 248,775.00 | | \$ 279,112.50 | | \$ 268,855.00 |
| BASE BID WATERLINE TOTAL | | \$ | 174,680.00 | \$ | 108,345.00 | \$ | 105,845.00 | \$ | 109,335.00 | | |
| | BASE BID PAVING TOTAL | | \$ | 356,448.00 | \$ | 248,775.00 | \$ | 279,112.50 | \$ | 268,855.00 | |
| | | BASE BID GRAN | ID TOTAL | \$ | 531,128.00 | \$ | 357,120.00 | \$ | 384,957.50 | \$ | 378,190.00 |
| | | E | BID BOND | N | / A | | Y | Υ | <u> </u> | Y | • |
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MEMO

TO: The Honorable Russ Kessler, Mayor

Haysville City Councilmembers

FROM: Angela Fulton, City Treasurer/City Clerk

SUBJECT: Proposed City Code Updates for 2026

DATE: November 7, 2025

Proposed changes to the City Code are before you for review. Proposed changes are shown in red. Deletions are struck-through and additions are underlined. An Ordinance incorporating these changes will be presented to Council at the December 9th meeting with a proposed effective date of January 1, 2026. The ordinance will also integrate the following code relevant ordinances passed since the last annual codification.

♦ Ordinance 1136: Amending the Zoning Regulations

♦ Ordinance 1146: Establishing a Residential Housing Code

For your convenience, an outline of proposed changes is included. Please contact me with any questions. Thank you.

OUTLINE OF PROPOSED CHANGES

- ► Chapter 1. Administration
 - o Article 5. Open Public Records
 - Revised entire Article to conform with Kansas Open Records Act
 - Article 6. Boards and Committees
 - 1-601. Park Board
 - Removed section prohibiting members who are related to the governing body or any officer of the city
 - Removed section pertaining to an official comprehensive tree plan
- ► Chapter 4. Building, Construction, and Installations
 - o Article 1. General Regulations/Supplements
 - 4-102. Licenses
 - Expanded on licensing to install solar/photovoltaic systems
- ► Chapter 8. Health and Welfare
 - o Article 1. Public Health Standards
 - 8-105. Hearings
 - Amended to change the hearing body from the governing body to the utility committee as the hearing panel and added a timeline for when the hearing should be scheduled
 - 8-112. Insect Control
 - Removed subsection (c)
 - o Article 4. Nuisances
 - 8-401. Nuisances unlawful; defined.
 - Amended subsection (f) to remove signs (covered in zoning code)
 - Amended subsection (l) to clarify that the all-weather surface should encompass the entirety of any vehicle stated
 - 8-407. Administrative action; notice, to abate; proof of compliance
 - Amended subsection (a) to allow publication in City's newspaper
 - 8-408. Uniform complaint and notice to appear; right to proceed; fines and costs.
 - Amended subsection (b) to replace the word "Violation" with "Misdemeanor"
 - 8-415. Immediate hazard
 - Amended subsection (a) to replace the "Director of Governmental Services" with "Chief Administrative Officer" and to authorize the code enforcement officer to take immediate action with the approval of the Mayor, Chief Administrative Officer, or the Director of Public Works
 - 8-416. Notice to Owner
 - Amended subsection (a) to adding when abatements shall take place
 - Article 5. Unsafe or Dangerous Structures
 - 8-509. Failure to Comply
 - Amended subsection (b) to reference section 8-507
 - o Article 6. Weeds
 - 8-605. Enforcing officer; duties; notice to remove.
 - Amended to allow option to post notice on the property or by publication in the City's newspaper

- ► Chapter 11. Public Offenses
 - o Article 1. Uniform Public Offense Code
 - 11-101. Incorporating Uniform Public Offense Code
 - Incorporation of new UPOC as amended
 - 11-205. Offenses against public peace
 - Amended subsection (1) to remove "for a period exceeding (4) days"
 - Added subsection (p) Camping
 - Added section 11-209. Possession of a firearm under the influence
 - Added section 11-210. Interference with parental custody; aggravated interference with parental custody
- ► Chapter 12. Public Property
 - o Article 1. Parks; Recreational Areas
 - 12-116. Overnight camping or camp-outs
 - Added requirement for city permit and reference to section 11-205
- ► Chapter 14. Traffic
 - o Article 1. Standard Traffic Ordinance
 - 14-101. Standard Traffic Ordinance Incorporated
 - Incorporation of new STO
 - Article 2. Local Provisions
 - 14-206. Skateboards, roller skates, and inline skates; use restricted
 - Amended subsection (a)(1) prohibiting use on property that is clearly marked that use is prohibited and granting the police department authority to enforce the provision on private property
 - Amended subsection (a)(2) to prohibit use in a reckless manner
 - 14-208. Special purpose vehicles; registration and license; application; fee
 - Removed subsection (c)
 - Amended subsection (d) to reference Chapter 17
 - o Article 3. Truck/RV Parking and Inoperable Vehicles
 - 14-305. Inoperable vehicles.
 - Replaced "for more than twenty-four (24) hours" with "in violation of this ordinance"
- ► Chapter 15. Utilities
 - Article 1. Water Department and Regulations
 - 15-105. Application for water service.
 - Added a section requiring lease or rental agreement when there is an outstanding balance on the property
 - 15-106. Water service installation
 - Amended subsection (a) to set the meter in the street right-of-way
 - Added a subsection requiring one water service line and separate meters on structures containing eight units or less.
 - 15-107. Tap charges & code compliance.
 - Amended subsection (b) regarding meters larger than 2 inches and replaced "1 inch" with "2 inches"
 - Amended subsection (c) to required all service lines place in separate trenches and have own meter pit and restrict placement of permanent mailboxes in relation to meter
 - 15-133. Installation

- Added a subsection regarding post mix beverage machines
- 15-134. Maintenance and repair.
 - Amended to require annual testing by July 1 and added notifications and procedures for late filings
- 15-136. Care of water meters.
 - Added subsection pertaining to final grade of meter box
 - Added subsection pertaining to a request for elevation change
- 15-138. Water fees due; delinquency
 - Replaced "director of governmental services" with "chief administrative officer"
- o Article 3. Sewer Regulations
 - 15-315. Connection into public sewer
 - Amended section to update fitting requirements
- o Article 5. Wastewater Rates
 - 15-505. User Charges
 - Amended to base the rate on water usage for revert-to-owner status
- ► Chapter 17. Fee Schedule
 - o Article 3. Specific Charges, Taxes, Fees and Certain Salaries
 - 17-309. Planning & Zoning Fees
 - Amended to Appeals
 - Added Consent for Annexation \$75.00
 - 17-342. Haysville activity center and pool usage and rental
 - Added a monthly membership
 - Added a student membership
 - Added rental of north basketball court
 - 17-347. Landlord guarantee.
 - Amended fee from \$40 to \$100 and added a transfer fee of \$15 to revert-to-owner
 - 17-361. Plan review
 - Amended fee to exclude 1 and 2 family dwellings
 - 17-373. Senior center building rental
 - Amended fee from \$50 to \$75
 - Added fee for Special Purpose Vehicle License Fee

CHAPTER 1. ADMINISTRATION

Article 5. Open Public Records

1-501. Statement of purpose review.

It is the purpose of this article to establish reasonable fees and charges for the provisions of access to or copies of open public records in the possession of the city to avoid the necessity of using general public funds of the city to subsidize special services and benefits to a record requester. The official record custodian shall periodically recommend to the governing body such changes as may be necessary to secure this purpose. Fees may be changed by vote of the governing body.

(Ord. 792; Code 2003)

1-502. Inspection fee.

A reasonable charge, as set out in Chapter 17, may be assessed for the inspection of public records and may be determined by the time involved in producing the records. Charges may be based on the salary, plus benefits, of the employee who provides access to the records.

(Ord. 792)

1-503. Copying fee.

- (a) A reasonable fee per page, as set out in Chapter 17, may be charged for photocopying records in addition to the hourly rate plus benefits of the employee making the copies.
- (b) For copying cassette tapes, video tapes or compact discs, or any other media readily available to the city, the requester may be charged for all materials used plus staff time required to reproduce the public record.

(Ord. 792)

1-504. Prepayment of fees.

A record custodian may demand pre-payment of the fees for producing/reproducing public records.

(Ord. 792)

1-505. Payment.

All fees charged under this article shall be paid to the city.

1-501. Policy

- (a) It is hereby declared to be the policy of the city that all public records which are made, maintained or kept by or are in the possession of the city, its officers and employees, shall be open for public inspection as provided by, and subject to the restrictions imposed by, the Kansas Open Records Act (KORA).
- (b) Any person, upon request, shall have access to such open public records for the purpose of inspecting, abstracting or copying such records while they are in the possiession, custody and control of the appointed or designated records custodian thereof, or their designated representative.

1-502. Records Custodians.

The records custodian(s) appointed and designated pursuant to this ordinance shall preserve and protect all public records from damage, disorganization and theft and shall assist, in a timely and efficient manner, any person making request for access to any open public record.

1-503. Public Request for Access.

All city offices keeping and maintaining open public records shall establish office hours during which any person may make a request for access to an open public record. Such hours shall be no fewer than the hours each business day the office is regularly open to the public. For any city office not open on Monday through Friday, hours shall be established by the records custodian for each such day at which time any person may request access to an open public record.

1-504. Facilities for Public Inspection.

All city offices keeping and maintaining open public records shall provide suitable facilities to be used by any person desiring to inspect and/or copy and open public record. The office of the city clerk, being the principal recordkeeper of the city, shall be used as the principal office for providing access to and providing copies of open records to the maximum extent practicable. Requestors of records shall be referred to the office of the city clerk except when the requested records are not in that office and are available in another city office.

1-505. Procedures for Inspection.

Any person requesting access to an open public record for purposes of inspecting or copying such record, or obtaining a copy thereof, shall abide by the procedures adopted by the governing body for record inspection and copying, including those procedures established by records custodians as authorized by the governing body. Such procedures shall be posted in each city office keeping and maintaining open public records.

1-506. Appointment of Official Custodians.

The following city officers are hereby appointed as official custodians for purposes of KORA and are hereby charged with responsibility for compliance with that Act with respect to the hereinafterlisted public records:

- (a) City Clerk All public records kept and maintained in the city clerk's office and all other public records not provided for elsewhere in this section.
- (b) Chief of Police All public records not on file in the office of the city clerk and kept and maintained in the city police department.
- (c) City Attorney All public records not on file in the office of the city clerk and kept and maintained in the city attorney's office.
- (d) Clerk of the Municipal Court All public records not on file in the office of the city clerk and kept and maintained in the municipal court.

1-507. Designation of Additional Records Custodians.

- (a) Each of the official custodians appointed in Section 1-506 is hereby authorized to designate any subordinate officers or employees to serve as records custodians. Such records custodians shall have duties and powers as are set out in the KORA.
- (b) Whenever an official custodian shall appoint another person as a records custodian they shall notify the city clerk of such designation and the city clerk shall maintain a register of all such designations.

1-508. Duties of Custodians.

All city officers and employees appointed or designated as records custodians under this Article shall: protect public records from damage and disorganization; prevent excessive disruption of the essential functions of the city; provide assistance and information upon request; ensure efficient and timely action and response to all applications for inspection of public records; and shall carry out the procedures adopted by the city for inspecting and copying open public records.

1-509. Requests to be Directed to Custodians.

- (a) All members of the public, in seeking access to, or copies of, a public record in accordance with the provisions of KORA, shall address their requests to the custodian charged with responsibility for the maintenance of the record sought to be inspected or copied.
- (b) Whenever any city officer or employee appointed or designated as a custodian under this Article is presented with a request for access to, or copy of a public record which record the custodian does not have in their possession and for which they have not been given responsibility to keep and maintain, the custodian shall so advise the person requesting the record. Further, the person making the request shall be informed as to

which custodian the request should be addressed to, if such is known by the custodian receiving the request.

1-510. Fee Administration.

Each custodian shall transmit all record fee moneys collected to the city clerk's office daily. Each custodian shall maintain duplicates of all records and copy request forms, completed as to the amount of fee charged and collected, which amounts shall be periodically audited by the treasurer of the city.

1-511. Inspection Fee.

- (a) Where a request has been made for inspection of any open public record which is readily available to the records custodian, there shall be no inspection fee charged to the requester.
- (b) In all cases not covered by subsection (a) of this section, a record inspection fee shall be charged per hour per employee engaged in the record search. The per hour fee shall be based on the salary or hourly wage of the lowest-cost category employee reasonably necessary to fill the request.
- (c) The records custodian may exercise their discretion to reduce or waive any inspection fees when such is in the public interest.
- (d) No inspection fee will be assessed when a denial of a request is made.

1-512. Copying Fee.

- (a) A fee for employee time spent copying the record shall be charged per hour for the time spent searching for and copying the record. The per hour fee shall be based on the salary or hourly wage of the lowest-cost category employee reasonably necessary to fill the request.
- (b) For copying any public records that cannot be reproduced by the city's photocopying equipment, the requester shall be charged the actual cost to the city, including staff time, in reproducing such records.
- (c) The records custodian shall determine and assess a charge covering mailing and handling costs accrued in responding to requests through the mail service.
- (d) The records custodian may exercise their discretion to reduce or waive any copying fees when such is in the public interest.
- (e) No copying fee will be assessed when a denial of a request is made.

1-513. Prepayment of Fees.

(a) A records custodian may demand prepayment of the fees established by this Article whenever they believe this to be in the best interest of the city. The prepayment amount

- shall be an estimate of the inspections and/or copying charges accrued in fulfilling the record request. Any overage or underage in the prepayment shall be settled prior to inspection of the requested record or delivery of the requested copies.
- (b) Prepayment of inspection and/or copying fees shall be required whenever, in the best estimate of the records custodian, such fees are estimated to exceed \$50.00.
- (c) Where payment has been demanded by the records custodian, no record shall be made available to the requestor until such prepayment has been made.

1-514. Payment.

All fees charged under this Article shall be paid to the custodian of the records inspected and/or copied unless the requester has established an account, for purposes of billing and payment, with the city.

1-515. Interactive Communication Required.

- (a) When the staff time needed to respond to a records request will exceed five hours or the estimated actual costs for staff time needed to fill the request exceeds \$200, a records custodian shall make reasonable efforts to contact the requestor and engage in interactive communication about mitigating costs to fill the request. The requestor is not obligated to mitigate costs.
- (b) If the records custodian has made reasonable efforts to contact the requestor pursuant to this section and the requestor has failed to respond by the end of the third business day, the records request will be deemed to be withdrawn until a subsequent contact has been made by the requester to the city.
- (c) As used in this subsection, "reasonable efforts to contact the requestor" means contacting the requester through the means of communication that the requestor provided to be used by the city to respond to the request.

(Ord. 792; Code 2003)

Article 6. Boards and Committees

1-601. Park board.

(a) The Park Board is hereby established as provided and authorized by the terms and provisions of K.S.A. 14-537, and designated as responsible for all trees on City owned property in conformance with the requirements of the Tree City USA standards, and shall be composed of five (5) members, one (1) of whom shall be the mayor or designee appointed by the mayor to serve as ex-officio chairperson of such board. The other four (4) members shall be resident taxpayers of the city who shall be appointed by the mayor with the consent and approval of the

council members of the city. Any reference to City Parks and Community Forestry Board within any chapter of this Municipal Code or otherwise within local ordinance or regulation shall be understood to refer to this Park Board.

- (b) No member of the Park Board shall be related by blood or marriage to the mayor, to any member of the council or to any officer of the city government. The members of the Board shall serve without compensation.
- (c) Upon creation of the Board, two members of the Board shall be appointed for an initial term of one year, and two members shall be appointed for an initial term of two years. Thereafter, all appointments shall be for two-year terms, and all members shall be eligible for reappointment(s) at the discretion of the mayor.
- (d) In the event of death, resignation or other disqualification of any members of the Park Board, his or her successor shall be appointed by the mayor by and with the consent and approval of the council members of the city and such appointment shall be for the unexpired term only. The members of the Park Board may be removed by the mayor for failure to attend meetings, training, and workshops; neglect of duty; or malfeasance in office.
- (e) The Park Board shall make an annual report of all its proceedings and of the condition of the parks of this city to the governing body during the month of January each year; provided, that any procedural rules and regulations established by the Board shall be subject to review and modification by the city council. A majority of the five members shall constitute a quorum for the transaction of business.
- (f) Duties of the Park Board. The Board shall:
- (1) Develop a list of goals and objectives, to include needs and usage of the existing parks and open space; needs for additional park grounds; the size and types of park grounds to be considered; development of short-and-long-range capital improvements required to develop current and proposed park grounds; and essential environmental concerns for the community and the surrounding planning and growth area;
- (2) Study, investigate, counsel and develop and/or update annually, and administer a written plan for the care, replacement, maintenance, and removal or disposition of trees and shrubs in the parks, along streets and in other public areas that will serve as the official comprehensive tree plan for the city;
- (3) Develop programs and review existing programs to encourage the usage of city parks and open space. When feasible, such programs should provide for joint use of land with other governmental entities to include the USD 261;

- (4) Develop initiatives to enhance the image of the community, both at the neighborhood level and city-wide, through beautification and preservation projects to include landscaping, tree planting, decorative lighting, and measures to reduce traffic, noise, sight and other types of pollution;
- (5) Plan for and carry out an annual Arbor Day Observance and Proclamation; and
- (6) Promote the safe use of bicycling and walking for transportation, wellness, recreation, and environmental enhancement through various means of transportation, including bicycling and walking.

(Code 1971, Sec. 1-401; K.S.A. 14-537; K.S.A. 12-1301 to K.S.A. 12-1306; Code 2003; Ord. 975; Code 2015; Ord. 1080; Code 2022; Code 2025; Code 2026)

1-602. Library board.

- (a) There is hereby created a city library board which shall be composed of seven (7) members as provided and authorized by the terms and provisions of K.S.A. 12-1222 who shall be residents of the city.
- (b) Vacancies occasioned by removal from the city, resignation, or otherwise, shall be filled by appointment for the unexpired term. No person who has been appointed for two (2) consecutive four (4) year terms to the board shall be eligible for further appointment to such board until two (2) years after the expiration of the second term. Members shall receive no compensation for their services as such but shall be allowed their actual and necessary expenses in attending meetings and in carrying out their duties as members.

(Code 1984, K.S.A. 12-2222; Code 2003)

1-603. Holding over.

Except as specifically provided in this Article or by Kansas Law, any member of a board or committee as described in this Article, who, at the end of their term of office has not resigned, been removed, replaced or reappointed shall continue to serve until such time as they resign or are replaced, removed or reappointed.

(Ord. 546; Code 2003; Ord. 1080, Code 2022; Ord. 1127; Code 2025)

1-604. Haysville Hhistoric Ceommittee.

- (a) The governing body deems it necessary, for the quality of life of the citizens of the City, to establish a board which shall be known as the Haysville Historic Committee.
- (b) Members. The Haysville Historic Committee shall be composed of nine (9) members of which (6) six members shall be residents from within the corporate limits or property owners of

the City of Haysville, Kansas. All of whom shall be appointed by the mayor with consent of the governing body. The remaining three (3) positions shall consist of the planning commission chair, or his or her designee from the planning commission; the park board chair, or his or her designee from the park board; and the mayor, or his or her designee.

- (c) Terms. The term of office of all general members of the Committee shall be for two (2) years excepting the first committee which shall consist of three (3) members serving for three (3) years, three (3) members serving for two (2) years. The positions on the committee reserved for the planning commission chair, the park board chair, and the mayor shall remain with the individual appointed or elected to such position, or their designee, for the term of such individual's appointment or election. All general members shall be eligible for reappointment(s) at the discretion of the mayor. Upon expiration of a term, the position shall remain vacant until a successor is appointed.
- (d) Duties of the Historic Committee. All of the powers and duties enumerated herein are subject to approval, denial or modification by the governing body. All funds necessary to carry out the purposes of this section shall be approved and appropriated according to the purchasing policy adopted by the governing body:
- (1) To familiarize itself with the historic resources within the community which may be eligible for designation as historic resources, historic landmarks or historic districts and shall administer the identification, documentation and designation of such historic landmarks and historic districts.
- (2) Make and adopt a historic preservation plan and review and update the plan as needed
- (3) Prepare and recommend to the Park Board for inclusion in the master park plan, a list of goals and objectives for the W.W. Hays Village Historic Park. Such list shall include:
- (A) Needs and usage of the existing buildings, improvements and open space;
- (B) Needs for additional buildings and improvements;
- (C) The size and types of buildings and improvements to be considered; and
- (D) Development of short and long rangeshort- and long-range capital improvements required to develop these goals and objectives.

(Code 2015; Ord. 1080; Code 2022)

1-605. Planning commission

- (a) The Haysville City Planning Commission is hereby ratified and continued as set forth herein (the "Planning Commission"). The Board shall adopt Bylaws for the transaction of business and hearing procedures.
- (b) Members. The Planning Commission will be composed of seven (7) members of which five (5) members shall be residents of the City and two (2) members shall reside outside the City but within the City's Zoning area of influence.
- (c) Appointment. The members of the Planning Commission shall be appointed by the mayor, by and with the consent of the City council, in all respects as required by law. Appointment to a vacancy caused by the death, incapacity, resignation or disqualification of any Member of the Planning Commission shall be made for that Member's unexpired term. Planning Commissioners may be removed by the mayor for failure to attend meetings, training and workshops, neglect of duty, or malfeasance in office.
- (d) Same; Term of Office. The term of office of the members of the Planning Commission shall be for three years. At the end of the three year term, the member may be reappointed with the approval of the City council. Vacancies shall be filled for unexpired terms only. Terms are to be staggered such that two members are appointed in one year, two members in the next, and three members in the next. The terms of the two members residing outside of the City's corporate limits must not expire within the same year. Members shall take office on the first meeting of the Planning Commission in July. After the original adopting ordinance takes effect, a new slate of members of the Planning Commission shall be appointed as provided for herein, and upon such appointments, the term of all previously serving members of the Planning Commission shall terminate.

(Ord. 1080)

1-606. Board of zoning appeals

- (a) The Planning Commission is hereby designated to also serve as the City's Board of Zoning Appeals, with all the powers and duties as provided for in K.S.A. 12-759
- (b) Public records shall be kept of all official actions of the Board, which must be maintained separately from those of the Planning Commission. The Board shall keep minutes of its proceedings showing evidence presented, findings of fact, decisions and the vote on each question or appeal.
- (c) Unless otherwise required by law, all actions by the Board of Zoning Appeals shall be taken by a majority vote of the members present and voting.
- (d) Organization and responsibilities. The board shall adopt rules and/or regulations for the conduct of its business in accordance with the provisions of the Zoning Regulations of the City

of Haysville, Kansas. Meetings of the board shall be held at the call of the chairperson and at such other times as the board may determine. All meetings of the board shall be open to the public. The board shall keep minutes of its proceedings showing evidence presented, findings of fact by the board, decision of the board and the vote of each member upon each question or if absent or failing to vote, indicating such fact. Records of all official actions of the board shall be filed in its office and shall be public record. The board shall annually elect one of its members as chairperson and shall appoint a secretary who shall not be a member of the board but may be an employee of the city. The secretary shall have no vote in the matters before the board.

(Ord. 1080)

CHAPTER 4. BUILDING, CONSTRUCTION, AND INSTALLATIONS

Article 1. General Regulations/Supplements

4-101. Building standards.

No person, firm or corporation shall hereafter design, construct, erect, remodel, alter, demolish, locate, relocate or remove any building or structure, or place or install service equipment therein in the city except in accordance with this article, and all other applicable codes and ordinances of this City relating to such buildings or structures.

4-101a. Site address, premises identification.

Approved numbers or addresses shall be provided for all new residential and commercial buildings.

- (a) Residential Buildings. Address shall be mounted or installed on the principal structure with numbers or letters, 3" minimum in height. Such numbers or letters shall be visible from the street or right-of-way which gives the property its address. Such numbers or letters shall be of contrasting color from the structure. This requirement is mandatory within SF-15 zones.
- (b) Commercial and Industrial Buildings. Address shall be mounted or installed on the principal structure with numbers or letters 6" minimum in height. Such numbers or letter shall be visible from the street or right-of-way which gives the property its address. Such number or letter shall be of a contrasting color from the structure.

(Code 1971, Sec. 4-101; Code 2012; Code 2024)

4-102. Licenses.

All contractors and tradesmen shall provide proof to the City of both a current and valid Metropolitan Area Building and Construction Department [hereinafter "MABCD" or "Metropolitan Area Building and Construction Department"] Contractor's License and a City of Haysville Contractor's License prior to being issued a permit to design, construct, erect, remodel, alter, demolish, locate, relocate or remove any building or structure, or place or install service equipment within the City.

- (a) License of City of Haysville. City of Haysville licenses for all trades and construction for building, mechanical, electrical, plumbing and manufactured housing installation shall be issued exclusively through City.
- (b) License of Metropolitan Area Building and Construction Department. Metropolitan Area Building and Construction Department licenses for all trades and construction for building,

mechanical, electrical, plumbing and manufactured housing installation shall be issued exclusively through MABCD.

(c) Photovoltaic/Solar Contractors, licensed to install solar/photovoltaic systems, shall be required to obtain both an Electrical Contractors license as well as hold a valid, current Class B Building Contractors license with the City, meeting all requirements therein, when said photovoltaic/solar system in any zone other than "SF-15", "SF", or "TF" or whenever said photovoltaic/solar system contractor constructs or builds any type of structure to hold or maintain said photovoltaic/solar system regardless of the zone in which it is located-

(Code 2011; Code 2025; Code 2026)

4-103. Permit.

- (a) City of Haysville Permit: Prior to any person, firm or corporation designing, constructing, erecting, remodeling, enlarging, altering, demolishing, locating, relocating or removing any building or structure, or changing the occupancy of a building or structure, or placing or installing service equipment within the City of Haysville, a permit to do such work shall be obtained from the City. Such permit shall be issued through the Department of Public Works.
- (b) In the event a contractor does not complete work for which a valid permit has been issued and such individual no longer holds a valid contract for the work, a second permit must be obtained by a contractor to complete the balance of the work. A fee shall be charged for the second permit that is ten percent of the original permit fee, but in no case less than the minimum fee for a building permit. Building permits are nontransferable.
- (c) In those areas of the city having a high ground water table, which areas are not served by an approved water course or storm sewer for surface water disposal, building permit applications require a special approval by the building official. The application, in addition to providing the information required on the standard application form, shall indicate the lowest floor elevation of the proposed building, whether groundwater may be required to be pumped as a matter of waterproofing below-grade structure and, if so, the manner of water disposal. Topographic and groundwater elevations for reference purposes are shown on the most current Hydrogeologic Map of Sedgwick County, Kansas, prepared by the State Geological Survey of Kansas.
- (d) Expiration. Every permit issued by the City under the provisions of this Code shall expire by limitation and become null and void if the work authorized by such permit is not commenced within one hundred eighty days from the date of such permit, or if work authorized by such permit is suspended or abandoned at any time after the work is commenced for a period of one hundred eighty days, or one hundred eighty days have expired since an inspection was requested and such inspection was approved by the building official. Provided, that the building

official may authorize the refunding of any fee paid hereunder which was erroneously paid or collected and may authorize the refunding of not more than eighty percent of the permit fee paid when no work has been done under a permit issued in accordance with this Code. No refund shall be paid except upon written application filed by the original permittee not later than one hundred eighty days after the date of fee payment.

- (e) Whenever any work for which a permit is required by this Code has commenced without first obtaining said permit, an administrative penalty equal to the amount of the permit fee, as determined by the Code Official, shall be collected in addition to the permit fee. Such administrative penalty shall be paid prior to issuance of any permit for construction upon these premises. Licensed contractor administrative penalty is the amount of the permit fee or \$200.00 whichever is greater.
- (f) All necessary permits must be visible within the street right-of-way that corresponds to the property's address. The display can either be the permit itself or a receipt confirming its issuance, and it must be safeguarded against weather and damage.

(Code 2024)

4-104. Supplemental to the standard provisions of the metropolitan area building and construction department building, electrical, plumbing, mechanical and manufactured housing installation codes.

Section 112, Board of Appeals associated with City of Haysville Inspections.

In order to hear and decide appeals of decisions, determinations, or orders of the City's inspector(s) relative to the application and interpretation of this Code, there shall be and is hereby created a Board of Appeals consisting of members who are qualified by experience and training to pass on matters pertaining to building construction and who are not employees of the city. The building inspector shall be an ex officio member of and shall act as secretary to said board but shall have no vote on any matter before the board. The board of appeals shall be appointed by the Governing Body and shall hold office at its pleasure. The board shall adopt rules of procedure for conducting its business, and shall render all decisions and findings in writing to the appellant with a duplicate copy to the building official. The board of appeals shall have no authority relative to interpretation of the administrative provisions of this code nor shall the board be empowered to waive requirements of this code.

The owner of any permitted project, the construction of which has been rejected by the City's building inspector and who may feel aggrieved respecting such order, may by agent or personally appeal to the City's board of appeals, to have such order reviewed. The decision of the board can be appealed to the governing body for review and the decision of the governing body shall be final when the matter shall have been heard by it.

(Code 2011)

4-105. Reserved.

(Code 2011)

4-106. Permit fees.

The schedule of permit fees shall be those set forth in the approved schedule of fees as incorporated into Chapter 17 of the Haysville Municipal Code.

(Code 2003)

4-107. Definitions.

Definitions of terms used in this Article shall be as follows:

- (a) <u>Agricultural Building:</u> A structure designed and constructed to house hay, grain, poultry, livestock, or other horticulture products and for farm storage of farming implements. Such structure or structures shall not be a place for human habitation or place of employment where agriculture products are processed, treated or packaged; nor shall it be a building or structure for use by the public.
- (b) <u>Contractors:</u> A contractor, within the meaning of this chapter, is any person who undertakes with or for another to build, construct, alter, repair, add to, wreck or move any building or structure, or any portion thereof, within the city, for which a permit is required under this article, for a fixed price, fee, percentage or other compensation other than wages, or who advertises or otherwise represents to the public to have the capacity or ability to undertake to build, construct, alter, repair, add to, wreck or move any building or structure or any portion thereof; or who builds, constructs, alters, adds to, wrecks or moves any building or structure, either on his or her own or other property, for the purpose of speculation.
- (c) A <u>One and/or Two Family Dwelling</u> is a structure having one (1) or two (2), but not more than two (2), units providing independent living facilities, (for one or more persons constituting a family,) including permanent provisions for living, sleeping, eating, cooking and sanitation. A family is an individual of two (2) or more persons related by blood, marriage or law, or a group of not more than four (4) persons (excluding servants), who need not be related, living together in a dwelling unit.
- (d) <u>Commercial Building.</u> A commercial building is a building in which is conducted a business, trade or profession and is not typically a use that provides access for and by the public at large requiring licensed contractors for roof replacement, siding, any trade alterations or changes, including but not limited to building, plumbing, electrical, heating, and cooling.

(e) <u>Residential structures/dwellings (apartments and/or one-two family dwellings).</u> These buildings/units, not owner occupied, shall be classified as a commercial business, requiring licensed contractors for roof replacement, siding, any trade alterations or changes (building, plumbing, electrical, heating and cooling).

(Ord. 379, Sec.5; Code 2003; Code 2022)

4-108. Contractors, contractor's licenses, fees, insurance.

Every Licensed Contractor who has obtained a license as set forth in this Code shall have and maintain an established place of business at a definite address and with his/her registered company name and license number displayed as it appears on his/her license. Licensed Contractors operating out of their home must conform to the requirements set forth in the Zoning Code.

- (a) Contractor's licenses and fees for the city shall be as follows:
- (b) Classification: Fees.
- (1) Contractor's License Class A shall be issued for a construction project with a value more than \$30,000 and the fee shall be as set out in Chapter 17.
- (2) Contractor's License Class B shall be issued for a construction project valued at \$30,000 or below and the fee shall be as set out in Chapter 17.
- (3) Contractor's License Class C shall be issued for roofing and siding construction projects and the fee shall be as set out in Chapter 17.
- (4) Contractor's License Class D shall be issued for fencing construction projects and the fee shall be as set out in Chapter 17.
- (c) All contractors are to maintain a policy of general liability insurance covering the activities of the contractor, and the contractor's employees, while engaged in contracting within the City. Such insurance policy shall be written with an insurance company licensed to do business in the State of Kansas and shall have minimum limits of coverage of five hundred thousand dollars per occurrence.
- (d) In addition, every contractor shall procure and maintain worker's compensation insurance as required by Kansas law and automobile liability insurance as required by Kansas law.
- (e) All such insurance requirements shall conform to the insurance requirements of the MABCD, and all contractors who lose their license to contract as issued by the MABCD shall immediately have all City issued licenses revoked.

(f) A Licensed Contractor, securing a permit in which the scope of the project rolls into the next year, shall secure the same required contractor's license the following year until completion of project.

(Ord. 75, Code 1984; Code 2003; Code 2015; Code 2022; Code 2024)

4-109. Fee schedule.

There is hereby established a fee schedule for contractors performing work within the city, such contractor fees are as set out in Chapter 17 of this Code. License fees will not be pro-rated. Licenses will expire January 1st of each year.

(Ord. 644; Ord. 644-A; Code 2003)

4-110. Payments.

All fees, permits, licenses, etc., referred to in this article shall be paid and/or registered at the Office of the City Clerk.

(Code 1971, Sec. 4-107; Code 2003)

4-111. Advertising.

- (a) It shall be unlawful for any person, firm, company, corporation or other entity to advertise as a contractor within the City unless, at the time such advertisement occurs, such person, firm, company, corporation or other entity has a then valid contractor's license issued hereunder.
- (b) Any advertisement by such person, firm, company, corporation or other entity to advertise as a contractor which is placed or published in any publication or other print medium which is circulated, displayed or distributed within the city or which is placed upon vehicles or is broadcast by radio or television or any other means to persons within the city shall include the full name of the licensed person, firm, company, corporation or other entity and the license number assigned by any office of any municipality having inspection control over any such person, firm, company, corporation or other entity.
- (c) As used herein, the words "advertise" or "advertisement" shall include, but not be limited to, a business card, contract bid proposal form, printed letterhead, or any other printed or written material designed to inform persons of the services offered by the advertising person, firm, company, corporation or other entity and meant to solicit business from such persons or any broadcast statement designed to inform persons of the services offered by the advertising person, firm, company, corporation or other entity and to solicit business from such persons. Such words are intended to include telephone directory display ads but not basic white and yellow page telephone listings.

4-112. Violations and penalties.

- (a) Any person who shall violate the provisions of this chapter or shall fail to comply with any of the requirements thereof, or who shall act in violation of the approved plan or directive of an official or of a permit or certificate issued under the provisions of this code shall be guilty of an unclassified misdemeanor and shall be punished by a fine of not more than five-hundred dollars (\$500.00) for each violation or thirty (30) day confinement in the county jail for each violation or by both such fine and imprisonment. Each day of violation shall be a separate violation. Furthermore, such person may be required to repair or correct any violation and pay all costs associated therewith.
- (b) Penalty Clause not Exclusive. The Imposition of the penalties herein prescribed shall not preclude the city from instituting an appropriate action to restrain, correct, or abate a violation of this article, and specific authority for such is hereby granted to take any action or imposing any penalty allowed by state law or this code, or this article.

(Code 1971, Sec. 4-324; Code 1984; Code 2003, Ord. 881)

4-113. Enforcement.

Enforcement of this chapter within the boundaries of the city shall be by the building official(s) designated by the Director of Public Works, and jurisdiction for prosecution of any violations of this code shall be in the Haysville municipal court, and shall be in conformance with the City's general penalty clause set forth in Chapter 1, Section 1-121 of this Code.

(Ord. 881)

4-114. Liability.

Requirements of this article shall not be construed as imposing on the city, its officers, agents or employees, any liability or responsibility for any damages to any property or any injury to any person due to defective installation or any other reason.

(Ord. 881)

CHAPTER 8. HEALTH AND WELFARE

Article 1. Public Health Standards

8-101. Definitions.

Unless the context specifically indicates otherwise, the following terms used in this article shall mean as follows:

- (a) <u>Waste or Wastes:</u> Shall mean useless, unused, unwanted or discarded materials resulting from normal community activities. Wastes include solids, liquids or gases.
- (b) <u>Refuse:</u> Shall mean all putrescible and nonputrescible waste materials (except body wastes) such as trash, garbage, tree trimmings, grass cutting, dead animals and industrial wastes but shall not include human or animal excrements, salvage or inert materials produced in connection with the erection or demolition of buildings.
- (c) <u>Trash or Rubbish:</u> Shall mean all nonputrescible animal and vegetable wastes including but not limited to paper, cardboard, tin cans, glass, wood, yard clippings, crockery, metals, and ashes.
- (d) <u>Garbage:</u> Shall mean the putrescible animal and vegetable wastes resulting from the handling, preparation, cooling and consumption of food;
- (e) Industrial Refuse: Shall mean the solid wastes resulting from industrial processes.
- (f) <u>Dead Animals:</u> Shall mean those that die in the normal course of community activity, excluding condemned animals at slaughterhouses or any other animals normally considered industrial refuse.
- (g) Manure: Shall mean the body discharges of all animals except humans;
- (h) Human Excreta: Shall mean the body discharges (both feces and urine) of humans.
- (i) <u>Sewage:</u> Shall mean a combination of the water carried wastes from residences, business buildings, institutions and industrial establishments, together with such ground surface and storm waters as may be present.
- (j) <u>Salvage Materials:</u> Shall mean materials of some value that are obtained from the disassembly of various kinds of machinery and mechanical appliances and/or the demolition of buildings or similar structures;
- (k) <u>Salvage Yard:</u> Shall mean any premises used for:
- (1) The sale and resale of used merchandise;

- (2) The disassembling of wrecked or used automobiles and sale of auto parts, and;
- (3) The collection, sorting, storage and/or resale of various kinds of metal and/or used building materials.
- (I) <u>Foodstuffs:</u> Shall mean all food used for human consumption;
- (m) <u>Rodents:</u> Shall mean the so-called domestic rats, Rattus norvegicus, Rattus rattus alexandrinus and Rattus rattus, domestic mice, Mus musculus and other wild native rodents associated with the transmission of diseases affecting man or other animals.
- (n) <u>Insects:</u> Shall mean the following classes of Arthropoda:
- (1) Insecta; and;
- (2) Arachnida, including flies, lice, cockroaches, bedbugs, plant bugs and mites, ticks, spiders and scorpions.
- (o) <u>Control Measures:</u> Shall mean any chemical, structural, physical procedures, or processes designed to eradicate, minimize, prevent or otherwise limit the reproduction and/or infestation of insects, rodents or other animal populations detrimental to public health.
- (p) <u>Premises:</u> Shall mean a lot, plot or parcel of land, including the dwellings and structures, if any, located thereon.
- (q) <u>Director of Community Health:</u> Shall mean the director of the Sedgwick County Department of Community Health.
- (r) <u>Health Officer:</u> Shall mean the director of the Sedgwick County Department of Community Health or authorized representative.
- (s) <u>City:</u> Shall mean the City of Haysville, Sedgwick County, Kansas.
- (t) <u>Utility Committee:</u> Shall be appointed by the mayor and be comprised of two councilmembers and the public works director.
- (u) <u>Code Enforcement Officer:</u> Shall mean the code enforcement officer of the city. (Code 1971, Sec. 7-101; Code 2003)

8-102. Responsibility of code enforcement officer.

The code enforcement officer or the health officer of the Sedgwick County Department of Community Health shall be responsible for the enforcement of this article and is hereby authorized to make such investigations, to issue notices, orders and directions as are necessary for the enforcement of the provisions of this article.

(Code 1971, Sec. 7-102; Code 2003)

8-103. Responsibility of legal counsel.

The city's legal counsel shall be responsible for the prosecution of all violators of the provisions of this article in the municipal court of the city.

8-104. Notices.

Whenever the code enforcement officer determines that there has been a violation of any provisions of this article, he or she shall give notice of such alleged violation to the person or persons responsible therefore as hereinafter provided. Such notices shall:

- (a) Be in writing;
- (b) Particularize the violations alleged to exist or to have been committed;
- (c) Provide a reasonable time for the correction of the violations particularized;
- (d) Be addressed to and served upon the owner and/or occupant of the premises.

(Code 1971, Sec. 7-104; Code 1984)

8-105. Hearings.

Any person affected by any notice which has been issued in connection with the enforcement of any provisions of this article, who is aggrieved thereby, and who believes the same to be contrary to the policies or regulations of the city may request and shall be granted a hearing on the matter before the governing body utility committee. Such person shall file in the office of the city clerk a written petition requesting such hearing and setting forth a brief statement of the grounds therefore within ten (10) days after the notice is served. Upon receipt of such petition the city clerk shall set a date to be heard at the next regular council meeting for such hearing within ten (10) days after receiving the written petition. At the hearing, the petitioner shall be given an opportunity to be heard and to show why the notice should be modified or withdrawn. The proceedings at the hearing, including the findings and decision of the governing body, utility committee shall be summarized, reduced to writing and entered as a matter of public record in the office of the city clerk. The record shall also include a copy of every notice or order issued in connection with the matter. Appeals from the decision of the director of community health officer or designated representative utility committee may be made to the governing body within five (5) days after the decision has been declared. Whenever the director of community health or designated representative code enforcement officer finds that an emergency exists which requires immediate action to protect the community health, he or she may request that the mayor issue an order reciting the existence of such emergency and requiring that such action be taken as they (the director of community health or code enforcement officer or

designated representative and the mayor) deem necessary to meet the emergency. The mayor shall determine whether the aforesaid order shall be issued. In the event that the mayor determines that an emergency exists, he or she may, without notice or hearing, issue the order. Notwithstanding the other provisions of this article, the order shall be immediately effective. Any person to whom such an order is directed shall comply therewith immediately, but upon petition to the code enforcement officer shall be afforded a hearing as herein provided as soon as possible. After such hearing, upon the recommendations of the code enforcement officer, the governing bodyutility committee shall determine whether the order shall be continued in effect, be modified or revoked.

(Code 1971, Sec. 7-105; Code 2003; Code 2026)

8-106. Same; orders.

After such hearing, the code enforcement officer or designated representative may sustain, modify or withdraw the notice, depending upon his or her findings as to whether the provisions of this article and the rules and regulations adopted pursuant thereto have been complied with. If the code enforcement officer or designated representative sustains or modifies such notice, it shall be deemed to be an order. Any notice served pursuant to this article shall become an order if a written petition for a hearing is not filed in the office of the city clerk within ten (10) days after notice is served.

(Code 1971, Sec. 7-106; Code 2003; Code 2026)

8-107. Sanitation standards for refuse.

Sanitation standards for refuse in the city shall be as follows:

- (a) Storage:
- (1) The owners or occupants of all residential premises shall store all refuse produced on such premises, in liquid tight containers covered with fly-tight, watertight lids or covers. All garbage that is produced on such residential premises shall be drained and wrapped in newspaper or similar material prior to being placed in the container. Garbage that is disposed of by garbage grinders shall otherwise be excluded from the provisions of this section;
- (2) All garbage that is not otherwise disposed of by garbage grinders from commercial or other establishments that process, sell or serve food products shall be stored in separate liquid tight containers with fly-tight and watertight lids or covers;
- (3) Owners or occupants of premises other than residential shall store all trash produced on such premises in suitable, liquid tight containers, covered with fly-tight and watertight lid or covers. In the event trash is of such quantity as to make it impractical to place the same in

containers, the owner or occupant of such premises shall provide storage facilities for the trash as may be required by the code enforcement officer;

- (4) Bulky nonputrescible material may be stored on the ground near the refuse containers of all premises. Such material shall be tied securely in bundles less than four (4) feet in length and less than fifty (50) pounds in weight.
- (b) Collection, Removal and Disposal:
- (1) The refuse from all premises shall be collected and removed at least once each week, in covered vehicles of watertight construction, inspected and approved for collection of refuse;
- (2) All vehicles used for the collection of refuse shall be kept in a clean and sanitary condition and shall be washed free of putrescible materials at the close of each day and shall be kept in safe mechanical condition;
- (3) All persons, other than those collecting and removing refuse from premises occupied by them, who collect or offer to collect refuse in the city, shall be licensed as required by this code and any amendments thereto;
- (4) All refuse collected from premises within the corporate limits of the city shall be disposed of at such locations and in such a manner as approved by the code enforcement officer;

(Code 1971, Sec. 7-107(b)(1); Ord. 320; Code 2003)

8-108. Sanitation standards for animals.

Sanitation standards for animals for the city shall be as follows:

- (a) Diseased Animals or Fowl. Any domestic animal or fowl suffering from a disease that is hazardous to other animals or humans shall be destroyed or placed in custody of a veterinarian in an animal hospital;
- (b) Animal Pen.
- (1) Location. No animal pen, rabbit hutch, pigeon loft or similar structure or enclosure housing animals or fowl shall be located fewer than thirty-five (35) feet from a dwelling or street;
- (2) Fence. Barbed wire fences and electrically charged fences shall not be permitted, except on public land or properties for which agricultural classification permit is held or on top of a six (6) foot security fence;
- (3) Cleaning. Structures or enclosures used to confine fowl or animals shall be kept in a sanitary condition that will not produce offensive odors or breed flies. All accumulations of

manure, straw or litter shall be removed from such structures or enclosures each day and placed in containers approved by the code enforcement officer for such purposes;

- (4) Removal of Manure. Accumulations of manure stored in approved containers shall be removed from all premises at least twice each week and disposed of in a manner approved by the code enforcement officer;
- (5) Feeding of Garbage to Animals. Domestic garbage or food scraps shall not be fed to animals or fowl harbored or kept in pens located within the corporate limits of the city.

(Code 1971, Sec. 7-108; Code 1984; Code 2003)

8-109. Sewage and human excreta.

Facilities for rules and regulations of disposal of sewage and human excreta shall be as follows:

- (a) Facilities. All human excrements shall be discharged into a plumbing system connected to a sanitary sewer system, or septic tank system, as approved by the public works director or his/her designee and as otherwise required by this code and amendments thereto.
- (b) Disposal. No owner or occupant of any premises within the corporate limits of the city shall discharge or permit to be discharged on the surface of the ground of any premises owned or occupied by him or her any sewage, industrial waste, septic tank effluent or any other liquid or solid wastes that are hazardous or dangerous to health;
- (c) Privies. Privies shall not be used for the disposal of human excreta, except for construction projects located in unsewered areas in which case privies approved by the public works director or his/her designee will be permitted until such time as adequate plumbing facilities can be provided and except as otherwise permitted by the public works director or his/her designee.

(Code 1971, Sec. 7-110; Code 1984; Code 2003; Code 2026)

8-110. Salvage yards.

All salvage yards shall be located in accordance with city zoning regulations. All rackable salvage materials shall be stored on racks or in bins with at least eighteen (18) inches of clearance between the bottom of the rack or bin and the ground and a width of forty eight (48) inches or less. No rack or bin shall be closer than forty eight (48) inches to a wall, fence or adjacent bin or rack. Nonrackable materials shall be stored with an exposed perimeter or in a manner specified by the code enforcement officer to prevent rodent harborage and breeding. All ground surfaces except lawn areas shall be kept free of all grasses and weeds using soil sterilants, herbicides and/or other effective methods. An effective, continuous rodent poisoning using anticoagulant rodenticides or other effective methods shall be maintained at all salvage yards.

8-111. Rodent control.

Rodent control in the city shall be as follows:

- (a) Rodent Proofing. Buildings or premises located in industrial and commercial zones and all premises with multi-family dwellings shall be maintained in rodent proof condition by proper application of structural materials or alterations approved by the city inspector for rodent proofing and applied in the manner specified by the city inspector;
- (b) Screening. Exterior windows and doors of all buildings used for human habitation or for storage, preparation or serving of food shall be screened in a manner prescribed by the city inspector;
- (c) Storage of Foodstuffs. All foodstuffs stored within buildings or premises described in subsection (a) shall be stored in an orderly manner so as to facilitate good housekeeping, prevent contamination and minimize food or harborage of rodents;
- (d) Storage of Nonfoodstuffs. All nonfoodstuffs stored within buildings or premises described in subsection (a) shall be stored off the floor in a manner that will facilitate proper cleaning and minimize rodent harborage. All organic nonfoodstuffs shall be treated in a manner that will limit the access of such materials to rodents. All storage areas within the building shall be kept free of such trash and rubbish;
- (e) Storage of Materials Outside Buildings. Materials stored outside buildings or premises described in subsection (a) shall be kept on racks that provide a clearance of eighteen (18) inches or more between the bottom of the rack and the ground surface and at least forty eight (48) inches away from a building, wall or fence. Refuse containers may be stored on a concrete slab as specified by the city inspector. The code enforcement officer shall have discretion to issue a waiver to property owners, valid for one year, to reduce the clearance level for storage of those materials that cannot feasibly be stored on racks or should not be stored 18" off the ground due to extreme size and weight of such materials. Inconvenience to the property owner shall not be grounds for issuance of such a waiver, and all such waivers must be annually renewed following an on-site inspection by the code enforcement officer. Initial issuance and subsequent reissuance of such waivers shall not be automatic, but based on articulable facts in existence at the time of each inspection.
- (f) Rodent Eradication. When directed to do so by the code enforcement officer or representative of Sedgwick County Department of Community Health, the owners or occupants of any premises shall institute effective rodent eradication measures as recommended by the

code enforcement officer or the representative of the Sedgwick County Department of Community Health.

(Code 1971, Sec. 7-112; Code 2003; Ord. 915)

8-112. Insect control.

The control of insects in the city shall be as follows:

- (a) Insect Breeding. All premises in the city shall be maintained free of conditions that encourage or permit any unnecessary breeding of insects that are annoying or dangerous to residents of the city;
- (b) Screening. Exterior windows and doors of all buildings used for human habitation or for the storage, preparation or serving of food shall be screened in a manner prescribed by the city inspector;
- (c) Whenever the city inspector shall find that it is impossible or impractical for owners or occupants to individually control populations of dangerous or annoying insects, he or she shall notify the city and it shall be the duty of the city to develop, in cooperation with the city inspector, a practical program for community wide control.

(Code 1971, Sec. 7-1136; Code 2003; Code 2026)

8-113. Construction of lake or pond, unlawful.

It shall be unlawful for any person, persons, business or other entity, other than the city and its designees to construct or cause to be constructed, within the corporate limits of the city, any type, size or shape of lake, pond or reservoir, except when approved by the governing body by resolution. Any person, persons, business or other entity violating the provisions of this section shall upon conviction be punished by a fine of not more than \$2,000. The city shall have the right to cause the site of such lake, pond or reservoir to be restored to its original state as before the construction of such lake, pond or reservoir and that the reasonable costs of such restoration shall be charged against the violator of this section.

(Ord. 388)

8-114. **Penalty.**

Any person who shall violate any provision of this article, other than section 8-113, or any provision of any rule or regulation adopted by the code enforcement officer, city inspector or representative from the Sedgwick County Department of Community Health pursuant to authority granted by this article shall, upon conviction thereof, be punished by a fine in accordance with the general penalty provisions set out in section 1-121 of this code. Each day

that any violation of this article continues shall constitute a separate offense and punishable hereunder as a separate violation.

(Code 1971, Sec. 7-114; Code 1984; Code 2003)

8-115. Food handler's cards.

No person operating a restaurant subject to annual inspection by the State of Kansas shall allow any employee to engage in any food handling whatsoever unless the employee has attended a food handlers instructional class that is provided or approved by the Wichita/Sedgwick County Health Department. Each employee shall maintain in his or her possession a food handler's card issued by the health officer certifying that the employee has received such instruction or has passed such examination.

A copy of such food handler's certificate shall be maintained at the business, and shall be shown to any City code Inspector/Enforcement Officer who requests to view such certificate. This section shall be administratively enforced through Article 5-101, business licensing and registration. Additionally, the owner or manager of any such business may be prosecuted for failing to maintain proof of valid food handler's certificates for all employees pursuant to section 8-114 above.

(Code 2010)

Article 4. Nuisances

8-401. Nuisances unlawful; defined.

It shall be unlawful for any person to maintain, cause or permit any nuisance within the city limits. For the purpose of this article "nuisance" shall mean:

- (a) Filth, excrement, lumber, brush, rocks, dirt, cans, paper, trash, metal or any other offensive or disagreeable thing or substance thrown or left or deposited upon any street, avenue, alley, sidewalk, park or public or private enclosure or lot, whether vacant or occupied;
- (b) Dead animals not removed within twenty-four (24) hours after death;
- (c) Any place, structure or substance which emits or causes to be emitted any offensive, disagreeable, noxious or nauseous odors;
- (d) Stagnant ponds or pools of water;
- (e) All grass, weeds or other unsightly vegetation not commonly used for ornamental purposes, and not exempted as an approved indigenous planting, or not normally cultivated or grown for commercial or domestic use;

- (f) Unused, unattended, damaged, or abandoned items found or located upon any street, avenue, alley, sidewalk, park or public or private enclosure or lot, whether vacant or occupied, including, such items to include but shall not be limited to, iceboxes, refrigerators, freezers, washers, dryers, dishwashers, hot water heaters or similar devices or equipment, or signs as defined within the City's sign regulations (e.g., section 4-1400s);
- (g) Any thing or things that, by virtue of the place or manner in which it is or they are maintained, permitted, stored, positioned, placed or otherwise situated, injures, impedes, obstructs or hinders the public or any neighborhood to include maintaining or strewing items across property to that degree that results in an unsightly appearance constituting a blight to adjoining property, the neighborhood or the city. A blighting influence shall be presumed based upon 1) the quantity of items strewn about or maintained upon a property being in excess of twelve (12), 2) the quality of items strewn across property being in a junked, wrecked, damaged, dismantled, deteriorating, inoperable, or abandoned state, and/or 3) evidence that vermin, noxious weeds, or other public health hazards are attracted to, protected by, or residing within such items.
- (h) Any fence, structure, thing or substance placed upon or being upon any street, sidewalk, alley or public ground so as to obstruct the same, except as permitted by the laws of the city; or,
- (i) Any act or failure to act that causes or permits a condition to exist which injures or endangers the public health, safety or welfare;
- (j) Salvage material, industrial material or commercial material located upon premises located within an area zoned for residential purposes, except building materials to be used within ninety (90) days in conjunction with a construction project on such premises;
- (k) Piles or otherwise disorderly, un-stacked, accumulations of wood located upon any residential or commercial properties, or vacant lots in residential or commercial areas. Firewood may be stored in stacks at least (6) inches off the ground and must not be in contact with any adjacent structures. Mulch may be stored in piles that are no more than five (5) feet high and set back from any property line by ten (10) feet, and shall be appropriately screened by fence or other approved screening method to prevent mulch blowing onto adjoining properties or from being viewed from any public roadway.
- (I) Any recreational vehicle or commercial storage not maintained on an all-weather surface. (Code 2007; Code 2019; Code 2022; Code 2026)

8-401a. Nuisance automobiles.

- (a) Policy. The governing body of the city finds that junked, wrecked, dismantled, inoperable and abandoned vehicle(s), in and upon private real property within the city is a matter affecting the health, safety and general welfare of the citizens of the city for the following reasons:
- (1) Such properties and conditions serve as a breeding ground for flies, mosquitoes, rats and other insects and rodents;
- (2) They are dangerous to persons, particularly children, because of broken glass, sharp metal protrusions, insecure mounting on blocks, jacks or supports, potential for entrapment, and because they are a ready source of fire and explosion;
- (3) They encourage pilfering and theft, and constitute a blighting influence upon the area in which they are located, thereby causing a loss in property value to surrounding property; and
- (4) They constitute a fire hazard in that they block access for fire equipment to adjacent buildings and structures, and leak environmentally harmful fuels and lubricants onto/into the ground.
- (b) Definition of "nuisance automobile":
- (I) any passenger vehicle, automobile, trailer, camper top or shell, motor home, recreational vehicle, pickup camper, boat or other device or means of conveyance, other than a bicycle, which is Located located on any residential or commercial property and not kept or maintained on an all-weather surface which encompasses the entirety of any passenger vehicle, automobile, trailer, camper top or shell, motor home, recreational vehicle, pickup camper, boat or other device or means of conveyance, other than a bicycle that is free of weeds or grass or from other debris; or
- (2) any motor vehicle or other means of conveyance other than a bicycle which is:
- (A) required by any applicable law to be registered and which does not have displayed thereon a current registration plate or temporary permit or placard;
- (B) any motor vehicle or other means of conveyance, other than a bicycle, which is parked in violation of any ordinance of the city;
- (C) any motor vehicle or other means of conveyance, other than a bicycle, which is incapable of moving under its own power;
- (D) any motor vehicle or other means of conveyance, other than a bicycle, which is junked, wrecked or inoperable. For purposes of this article, any one or more of the following conditions shall raise a rebuttable presumption that any motor vehicle or other means of conveyance, other than a bicycle, upon which such condition or conditions is or are found, is junked, wrecked or inoperable:

- (i) absence of display of current registration;
- (ii) placement of such vehicle or other means of conveyance, or parts thereof upon jacks, jack stands, blocks or other supports; or
- (iii) absence of one or more parts of such vehicle or other means of conveyance when such part is necessary for the lawful operation upon streets, roads or highways.
- (3) any motor vehicle parked in a residential yard shall be located on an all-weather or hard surface, as defined by the Haysville Zoning Code. Any motor vehicle not parked on an all-weather or hard surface when such vehicle is parked in an area located within a residential yard shall be declared a nuisance vehicle. If any language of the Haysville Zoning Code shall be deemed to be in conflict with this provision, the more restrictive interpretation shall govern.
- (c) Exceptions. This section on nuisance automobiles shall not:
- (1) be construed to prohibit lawfully zoned automotive businesses, or lawfully maintained parts cars (as defined within the City's zoning code) kept in compliance with all applicable zoning regulations and maintained on an all-weather surface;
- (2) apply to any person, firm, corporation or partnership or their agent with one vehicle inoperable for a period of thirty (30) consecutive days or less which is maintained in such a condition that it visually does not appear to be inoperable, is not leaking fluids, and no portions of the vehicle, such as tires, doors, or hood are missing;
- (3) apply to any person, firm or corporation or their agent who is conducting a business enterprise in compliance with existing zoning regulations and who places such vehicles behind screening of sufficient size, strength and density to screen such vehicles from the view of the public using adjacent thoroughfares and to prohibit ready access to such vehicles by children, provided however, that nothing in this section shall be construed to authorize the construction of any such fence or screen where such construction is prohibited by ordinance;
- (4) apply to any vehicle which is enclosed in a garage or other building;
- (5) apply to a single inoperable vehicle stored within an enclosed and screened area of the backyard in a manner that is tidy and inoffensive to neighbors, protected by a weather resistant automobile cover in good condition, maintained upon an all-weather surface in compliance with the definition as set forth in the City's zoning code.

(Ord. 817; Ord. 819; Code 2003; Ord. 906, Code 2007; Code 2015; Code 2022; Code 2026)

8-402. Enforcing officer; defined.

For the purposes of and to effect this article, the term "enforcing officer" means the public works director or the director's designee. All citations for violation of this code shall be issued by the enforcing officer.

Law enforcement officers shall be authorized to take reports from complainants, serve as witnesses to violations, and sign a complaint as a witness or victim.

(Ord. 817; Ord. 819; Code 2003; Ord. 906, Code 2007)

8-403. Same; duties.

The enforcing officer is hereby authorized to exercise such powers as may be necessary to carry out the purposes of this article including, but not limited to:

- (a) Inspect properties and premises to detect, confirm or investigate reported or actual violations of this article;
- (b) Seek orders from a court of competent jurisdiction for the purpose of entering upon premises or property when such officer, when exercising the power and authority vested in such officer by this article, has been denied entry to premises or property when engaged in the performance of such officer's duties under this article;
- (c) Report to the governing body all nuisances said officer believes to exist within the city; and
- (d) Receive such reports, complaints and petitions as may be provided for in this article.

(Ord. 817; Ord. 819; Code 2003)

8-404. Complaint of nuisance condition; inquiry and inspection.

The enforcing officer shall make inquiry and conduct inspections of property or premises:

- (a) upon receiving a written complaint or complaints signed by an individual stating that a nuisance exists and describing the same and its location;
- (b) upon receiving information that a nuisance may exist from any governmental entity, officer or employee; or
- (c) when it appears to the enforcing officer that conditions constituting a nuisance exist.

The enforcing officer shall, upon making inspection and inquiry, make immediate written report of such officer's findings in compliance with departmental policy and this code.

(Ord. 817; Ord. 819; Code 2003; Ord. 906; Code 2007; Code 2015)

8-405. Right of entry.

The enforcing officer has the right of access and entry upon any public or private property, at any reasonable time to make inquiry and inspection to determine if a nuisance exists, and to effect any other purposes of this article.

(Ord. 817; Ord. 819; Code 2003)

8-406. Unlawful interference.

It shall be unlawful for any person to interfere or attempt to interfere with, or to prevent or attempt to prevent, the enforcing officer and/or the service agent, or any contractor authorized by the City to abate such nuisance, from entering upon any property, or from proceeding with abating any nuisance described in 8-401 and 8-401a, or from accomplishing any other lawful purpose of this article. Any person violating this section shall be guilty of a violation of this article and shall be subject to such fines and penalties as provided for in section 8-408(b).

(Ord. 817; Ord. 819; Code 2003; Ord. 906)

8-407. Administrative action; notice to abate; proof of compliance.

- (a) The enforcing officer shall provide written notice to the owner or lawful agent in charge of any premises in the city upon which a nuisance condition exists in violation of this article. If the property is occupied by a non-owner, such occupant shall also receive notice of the violation. Such notice shall be served upon such owner, occupant or agent in charge by certified mail, return receipt requested, or by personal service, door hangers, conspicuously posting notice of such order on the property, personal notification, communication by telephone, or first class mail, or by publishing such notice in the City's newspaper. Notice shall also be provided in accordance with 8-416 if applicable. If the property is unoccupied and the owner is a nonresident, notice provided by this section shall be given by telephone communication or first class mail, and shall include the following information:
- (1) Specific notice in the form of an administrative order that the property is being maintained in violation of this article.
- (2) An administrative order directing the owner or lawful agent in charge of the property to abate the nuisance condition within five (5) days of the date of the notice, such compliance date to be stated on the face of the notice.
- (3) Notice within the administrative order that the owner, or lawful agent of the owner may appeal the notice by requesting, before the compliance date in a written notice of appeal directed to the city clerk, an administrative hearing as provided for within this Article. A lawful agent may be identified by a valid power of attorney, or other similar legal designation. If the described nuisance has been determined by the compliance officer to represent a menace or immediate danger to the community, such nuisance condition shall be made safe pending the

outcome of the administrative hearing. The Director of Public Works shall either approve the temporary safety measures undertaken by the property owner, occupant, or agent in charge, or shall cause the nuisance condition to be made safe.

- (4) Notice within the administrative order that if the nuisance condition is not corrected, the city may proceed to abate such nuisance condition and assess the cost of the abatement, including any reasonable administrative fee as provided within K.S.A. 12-1617e(d) and K.S.A. 12-1,115.
- (5) Notice within the administrative order that an opportunity will be provided for payment of the assessment and, if the assessment is not paid, the city shall cause an amount equal to such assessment to be assessed against the property as a special assessment.
- (6) Notice within the administrative order that no further notice shall be given prior to removal of a nuisance condition upon such property after the five (5) day period provided herein. And,
- (7) Notice within the administrative order that the enforcing officer should be contacted immediately if there are any questions regarding compliance with the administrative order.
- (b) The owner, occupant, or agent in charge of the property shall provide proof to the enforcement officer of the completion of the abatement of the nuisances described within the notice provided pursuant to subsection (a).

(Code 2015; Code 2026)

8-408. Uniform complaint and notice to appear; right to proceed; fines and costs.

- (a) In addition to the administrative process described within 8-407, the enforcing officer is hereby authorized to issue to the owner, occupant or agent in charge of the property a uniform complaint and notice to appear in municipal court charging a violation of the applicable section of this article. Should such owner, occupant or agent in charge of such property contest the charge, the city shall not be precluded from otherwise abating the nuisance created thereby during the pendency of the case through administrative or civil action.
- (b) Any person found guilty, or entering a plea of guilty or nolo contendere to violating any section of this article shall be guilty of a Class C <u>ViolationMisdemeanor</u>. Each day that any violation of this article continues shall constitute a separate offense and is punishable under this chapter as a separate violation.
- (c) Any person convicted pursuant to this article shall also be assessed court costs as provided by Chapter 17, Fee Schedule, of the Haysville City Code, compliance with the administrative order described in 8-407, mailing costs, and costs of both temporarily making the nuisance

condition safe and abatement may be ordered as either additional costs of the action or as restitution, as applicable.

(Code 2015; Ord. 1075; Code 2022; Code 2026)

8-409. Abatement by city; procedure.

- (a) If within five (5) days after the compliance date as set forth with the administrative notice as required by section 8-407 the owner, occupant or agent in charge of the premises neglects or fails to comply with the directives contained in the notice, and such owner, occupant, or agent in charge fails to timely file a notice of administrative appeal, the enforcing officer shall abate the nuisance in conformance with the provisions of this article. This provision shall also apply if the owner, occupant or agent in charge of the premises neglects or fails to comply with any decision of a hearing panel within either five (5) days, or such other time as determined by the hearing panel.
- (b) The costs incurred by the city for any action undertaken by the enforcing officer pursuant to or incidental to this article shall be reported in detail and in writing by said officer to the city clerk. The city clerk shall keep an account of such costs, as well as any and all costs of notices, service and/or mailing of notices and publication of notices, required by this article. The city clerk shall immediately cause the reporting and accounting required by this section to be entered in the appropriate city record and shall report the same to the governing body.
- (c) The city clerk shall, within ten (10) days of receipt of the enforcing officer's report of costs, give notice by certified mail to the owner, occupant or agent in charge of the property of the costs required to be reported by subsection (b) of this section and such notice shall include a statement requiring payment of the costs to the city within thirty (30) days following receipt of such notice. Should the owner, occupant or agent in charge of the property refuse to take delivery of the notice and return is made to the city indicating such refusal, the city clerk shall send to the owner, occupant or agent in charge of the property, by first class mail, the notice previously sent and receipt by the owner, occupant or agent in charge of the property shall be deemed to have occurred upon such mailing. The city clerk shall make and maintain records detailing the method and time of sending and receipt of such notice. If the owner, occupant, or agent in charge fails to take receipt for undetermined reasons, the City Clerk may publish notice once in the City's newspaper.

(Ord. 817; Ord. 819; Code 2003; Ord. 906; Code 2007; Code 2022)

8-410. Administrative appeal; hearing.

(a) If the recipient of the notice of abatement makes a request for hearing to the city clerk prior to the compliance period as described with 8-407 above, then the City shall schedule a

hearing before a designated hearing panel as soon as practicable. If the nuisance condition is deemed by the compliance officer to represent an immediate menace or danger to the health of the inhabitants of the community, such nuisance condition shall be made safe by either the party responsible for the property, or the City. Costs of such temporary action shall be additional costs of this nuisance abatement action. At the hearing, the hearing panel shall hear all evidence submitted by the owner, the owner's designee, lien holders of record, occupants or other parties in interest in the property upon which the nuisance is situated and all evidence submitted by the city. The hearing provided for in this section need not be conducted according to formal rules of evidence.

- (b) The hearing panel shall prepare a written description of findings and an appropriate order. The order shall be sent by certified mail to all parties with a legal interest in the property within five (5) days of the conclusion of the hearing, unless otherwise stated at the hearing. The hearing panel's order shall describe the relevant facts relied upon, state the specific Code provisions being relied upon, and state any such other stipulations, methods of abatement, or orders as deemed necessary by the hearing panel. If abatement is ordered, the order shall also fix a reasonable period of time, not more than ten (10) days from the date of publication, unless for good cause shown the hearing panel provides for the opportunity for an extension of time, to complete the abatement of any nuisances found by the hearing panel, and a statement that if the person or entity or owner fails to complete the abatement within the time provided, the enforcing officer shall cause the nuisance to be removed and abated in compliance with this article.
- (c) The determination by the hearing panel shall be a final order of the city, and appeals of this action may be taken as allowed by law.
- (d) The hearing panel shall be designated by the Mayor, and shall consist of three members: a chair and two others, all with an equal vote. All actions shall be by majority vote. The chair of the hearing panel shall be a member of the governing body representing the ward wherein the violation is alleged to have occurred.
- (e) All findings of the hearing panel shall be forwarded to the governing body for informational purposes.

(Ord. 817; Ord. 819; Code 2003; Ord. 906; Code 2007; Code 2015)

8-411. Authorization to contract for services.

The enforcing officer is hereby authorized to contract for and obtain such services and equipment, public or private, the officer deems necessary and appropriate to complete the tasks enumerated herein, and the enforcing officer shall adhere to and comply with all applicable laws, regulations, ordinances and city policies concerning procurement of services

and equipment. The City and/or any authorized contractor shall not be responsible for damage to property due to reasonable methods of gaining entrance onto the property.

(Ord. 817; Ord. 819; Code 2003; Ord. 906; Code 2007)

8-412. Site to be made safe.

Part of removal and abatement of any nuisance pursuant to this article or otherwise, is removing the menace and danger to the health of the community. Thus, the person, entity or owner shall take any and all action necessary to make the premises safe. In the event the owner fails to abate the nuisance as prescribed by this article, or abates the nuisance by creating another menace or danger to the community, the enforcing officer may proceed to make the site safe, and such costs shall be included as costs of this action.

(Ord. 817; Ord. 819; Code 2003; Code 2015)

8-413. Assessment, funding and payment of costs.

- (a) Should the costs remain unpaid after thirty (30) days of receipt of the notice by the owner, the city clerk, or designee, may sell any salvage from the removal and abatement process and apply the proceeds of such sale to pay said costs. Any proceeds received which are in excess of said costs shall be remitted to the owner within thirty (30) days of the conclusion of the sale.
- (b) Should the proceeds of any sale held pursuant hereto be insufficient to cover said costs or if there exists no salvage, the city clerk shall, at the time required by law for the certification of other city taxes, certify the unpaid portion of said costs to the Sedgwick County Clerk for extension of the same on the county tax rolls against the property upon which the structure was located.
- (c) In addition to levying a special assessment against the property upon which the structure was located as provided for in this section, the city may also elect to collect the unpaid portion of the costs provided for herein in the manner provided by K.S.A. 12-1,115 and amendments thereto, may pursue such remedy without limiting its ability to levy the special assessments, but only until such time as the full costs and any applicable interest has been paid in full.
- (d) If there is no salvageable material, or if the moneys received from the sale of salvage are insufficient to pay the costs incurred by the city pursuant to this article and/or the costs associated with the notices required by this article, such costs or any portion thereof in excess of that received from the sale of salvage may be financed, until such time as the costs are paid out of the general fund or by the issuance of no-fund warrants. Whenever no-fund warrants are issued, the governing body shall make a tax levy at the tax levying period for the purpose of paying such warrants and the interest thereon. All such tax levies shall be in addition to all other levies authorized or limited by law and shall not be subject to the aggregate tax levy prescribed

in Article 19 of Chapter 70 of the Kansas Statutes Annotated and amendments thereto. Such warrants shall be issued, registered, redeemed and bear interest in the manner and in the form prescribed by K.S.A. 79-2940 and amendments thereto, except they shall not bear the notation required by said section and may be issued without approval of the state Board of Tax Appeals.

(Ord. 817; Ord. 819; Code 2003; Code 2026)

8-414. Disposition of moneys received.

When and if paid, all moneys received from special assessments levied under the provisions of this article, or from an action under K.S.A. 12-1,115 and amendments thereto, shall be placed in the general fund of the city.

(Ord. 817; Ord. 819; Code 2003)

8-415. Immediate hazard.

- (a) When the enforcing officer believes that any real or personal property constitutes an immediate health or safety hazard, the officer shall inform the Mayor, Director of Governmental Services Chief Administrative Officer, or the Director of Public Works. At the direction of any of those three named City Officials the enforcing officer is authorized to take immediate action to secure the property, and shall place the matter before the governing body at their next regularly scheduled meeting for a determination that a nuisance exists which constitutes an immediate hazard.
- (b) When in the governing body's City Officials -opinion any nuisance exists which constitutes an immediate hazard requiring immediate action to protect the public or adjacent property, the governing body may direct the enforcing officer to take immediate action, without delay, to protect the safety of persons and properties including, but not limited to, abatement, the erection of barricades, or causing the property upon which the nuisance is located to be vacated or otherwise made safe. Such action by the governing body and enforcing officer may be taken without prior notice or hearing of the owners, agents, lien holders, occupants or other parties in interest. The costs of any action under this section shall be reported and documented, notice of costs shall be afforded and the costs shall be assessed in the same manner as provided in section 8-413.
- (c) An "Immediate vehicle hazard" means any unattended vehicle which has been placed on jacks, blocks or a stand unless such vehicle is placed in a garage or other building, or any vehicle leaking excessive amounts of a poisonous or flammable liquid.

(Ord. 817; Ord. 819; Code 2003; Ord. 906; Code 2007; Code 2026)

8-416. Notice to owner.

- (a) Not withstanding any other provision of this article or of law, prior to assessment of costs as a tax lien against the property, any and all notices required by this article shall also be served upon the owner or, in the event the property or premises is unoccupied and the owner thereof does not reside within the corporate limits of the city, by mailing such notice by certified mail, return receipt requested, to the owner's last known address. If the property owner fails to accept notice, or if the property owner cannot be identified, the City shall publish the notice of violation one time within the City's newspaper. Abatement shall take place either five (5) days following the date of receipt provided on the return receipt of mailing, or ten days following the date of publication within the City's newspaper, whichever is first.
- (b) Should there occur a change in the record owner of title to property subsequent to the giving of notice pursuant to this section, the city may not recover any costs or levy an assessment for costs of abatement or correction of a nuisance condition on such property unless the new record owner of title to such property is provided notice as required by this article.

(Ord. 817; Ord. 819; Code 2003; Code 2026)

Article 5. Unsafe or Dangerous Structures

8-501. Purposes.

The governing body has found that there have existed, do exist and may exist from time to time in the future, within the corporate city limits, structures which are unfit for human habitation or use because of dilapidation, defects or conditions creating the hazards and risks of fire, accident or other catastrophe, structural defects, deterioration or other conditions which render such structures unsafe, dangerous, unsanitary, hazardous or otherwise inimical to the general welfare of the city or conditions which provide a general blight upon the neighborhood or surrounding properties in and around said structures. It is hereby deemed necessary by the governing body to require or cause repair, closing, rehabilitation, removal or demolition of such structures as provided in this article.

(Ord. 763; Ord. 814; Code 2003)

8-502. Definitions.

For and to effect the purposes of this article, the following words, terms and phrases shall have the following meaning:

(a) <u>Enforcing Officer:</u> Means the public works director of the city or such director's designee or authorized representatives.

- (b) <u>Structure</u>. Shall include any building, wall, superstructure or other structure which requires location on or attachment to the ground or attachment to a surface or thing directly to the ground.
- (c) <u>Abandoned Property:</u> Means any residential or commercial real estate for which taxes are delinquent for the preceding two (2) years and which has been unoccupied continuously by persons legally possessed of such property for the preceding one year.
- (d) <u>Organization:</u> Means any nonprofit corporation organized under the laws of the state of Kansas having among its purposes the improvement of housing.
- (e) <u>Rehabilitation.</u> Any process of improving the property including, but not limited to, bringing property into compliance with applicable fire, housing and building codes.
- (f) <u>Parties in Interest.</u> Means any owner or owners of record or their agent(s), judgment creditor, lienholder, tax purchaser, occupant or party having any legal or equitable title or interest in the property.
- (g) <u>Last Known Address</u>. Includes the address where the property is located or an address as listed in the tax records.
- (h) <u>Low or Moderate Income Housing.</u> Means housing for persons and families with incomes within limitations prescribed by the federal Department of Housing and Urban Development pursuant to Section 8 of the federal Housing and Community Development Act of 1937 as amended.
- (i) Governing Body: Means the mayor and city council of the city of Haysville.

(Ord. 814: Code 2003)

8-503. Enforcing officer; duties.

The enforcing officer is hereby authorized to exercise such powers as may be necessary to carry out the purposes of this article including, but not limited to, the following:

- (a) Inspect any structure which appears to be unsafe, dangerous, hazardous or unfit for human habitation, and to enter upon premises or property upon which is located any structure at reasonable hours for the purposes of making inspection;
- (b) Seek orders from a court of competent jurisdiction for the purpose of entering upon premises or property upon which a structure is located when such officer has been denied entry by the owner or occupant of such premises or property;
- (c) Report to the governing body all structures which said officer believes to be unsafe, dangerous, hazardous or unfit for human habitation;

(d) Receive such reports and petitions as may be provided for in this article.

(Ord. 763; Ord. 814; Code 2003)

8-504. Procedure; petition; enforcing officer's initiative; preliminary investigation and report of finding.

Whenever there is filed with the enforcing officer or city clerk a petition by and bearing the signatures of at least five (5) residents of the city charging that any structure within the city is unsafe, dangerous, hazardous or unfit for human habitation and identifying the location of such structure, the enforcing officer shall, after making or causing to be made a preliminary investigation, report such petition and officer's findings to the governing body. In the event no petition is filed with the enforcing officer or city clerk as provided herein, the enforcing officer may, of the officer's own initiative, file with the governing body a written statement that any structure appears to be unsafe, dangerous, hazardous or unfit for human habitation. All written statements submitted to the governing body by the enforcing officer pursuant to this section shall describe the structure and its location. The enforcing officer shall be available upon request of the governing body to appear before it to provide additional information.

(Ord. 763; Ord. 814; Code 2003)

8-505. Same; notice.

Upon receiving a report as provided in section 8-504, the governing body shall by resolution fix a time and place at which the structure's owner, the owner's agent and any party in interest may appear before the governing body and show cause why the structure should not be condemned and ordered repaired or demolished.

(Ord.763; Ord. 814; Code 2003)

8-506. Same; publication and notice.

- (a) The resolution provided for in section 8-505 shall be published once each week, on the same day of each week for two (2) consecutive weeks, in the official city newspaper. At least thirty (30) days shall elapse between the last publication and the date fixed for the hearing.
- (b) Within three (3) days of the first publication, the city clerk shall cause a copy of the resolution to be mailed by certified mail, marked "deliver to addressee only," to the structure's owner, the owner's agent and any party in interest at the last known address.

(Ord. 763; Ord. 814; Code 2003)

8-507. Same; hearing, findings; resolution; contents; notice.

- (a) On the date fixed for the hearing or any adjournment or continuation thereof, the governing body shall hear all evidence submitted by the owner, the owner's agent, lienholders of record, occupants or other parties of interest in the structure and all evidence submitted by the enforcing officer filing the statement. Upon hearing such evidence, the governing body shall make findings by resolution.
- (b) If, after notice and hearing as provided for in this article, and upon hearing the evidence provided for in subsection (a) of this section, the governing body determines that a structure is unsafe, dangerous, hazardous or unfit for human habitation, it shall set forth in writing in the form of a resolution its findings of facts supporting such determination. The resolution shall also fix a reasonable period of time, to be determined by the governing body, within which the repair, removal or demolition of the structure shall be commenced and a statement that if the owner of such structure fails to commence the repair or removal of such structure within the time period established by the resolution, or fails to diligently prosecute and pursue the same until the work is completed, the governing body shall cause the structure to be razed and removed. The resolution provided for in this section shall be published once in the official city newspaper and the city clerk shall mail a copy of the resolution to the structure's owner and any party in interest at the last known address in the same manner as provided for the notice of hearing.
- (c) If the governing body finds that the structure is abandoned property, the governing body may authorize the rehabilitation of such property as provided for by section 8-517. Such findings and authorization shall be set forth in the resolution provided for in this section.

(Ord. 763; Ord. 814; Code 2003)

8-508. Duty of owner.

It shall be the duty and obligation of any owner of a structure within the city which knows, or should know, or which is found pursuant to the provisions of this article to be unsafe, dangerous, hazardous or unfit for human habitation, to render the structure secure and safe, or to cause its removal or demolition.

(Ord. 763; Ord. 814; Code 2003)

8-509. Failure to comply.

(a) If, within the time specified in the resolution provided for in section 8-507, the owner fails to comply with said resolution and any orders contained therein to repair, alter, improve or vacate the structure, the enforcing officer may cause the structure to be repaired, altered, improved, vacated or closed.

(b) If, within the time specified within the resolution provided for in section 7-5078-507, the owner fails to comply with said resolution and any order contained therein to remove or demolish the structure, the enforcing officer may cause the structure to be removed or demolished.

(Ord. 763; Ord. 814; Code 2003; Code 2026)

8-510. Site to be made safe.

Upon removal of any structure pursuant to this article or otherwise, the owner shall fill any basement or excavation located upon the premises upon which was located the structure, secure all utilities and shall take any other action necessary to leave the premises in a safe condition. In the event the owner fails to take such actions as are prescribed by this section, the enforcing officer may proceed to make the site safe.

(Ord. 763; Ord. 814; Code 2003)

8-511. Authorization to contract for services.

In the event the owner fails to comply as set forth in section 8-509 and it becomes necessary for the enforcing officer to repair, alter, improve, vacate, close, remove or demolish the structure, and/or make the site safe as provided for in this article, the enforcing officer is hereby authorized to contract for and obtain such services and equipment, public or private, the officer deems necessary and appropriate to complete tasks enumerated herein, and the enforcing officer shall adhere to and comply with applicable laws, regulations, ordinances and city policies concerning procurement of services and equipment.

(Ord. 763; Ord. 814; Code 2003)

8-512. Assessment, funding and payment of costs.

- (a) The costs incurred by the city for any action undertaken by the enforcing officer pursuant to or incidental to sections 8-509 and 8-510 shall be reported in detail and in writing by said officer to the city clerk. The city clerk shall keep an account of such costs, as well as any and all costs of notices, required by this article. The city clerk shall immediately cause the reportings and accountings required by this section to be entered in the appropriate city record and shall report the same to the governing body.
- (b) The city clerk shall, within the ten (10) days of receipt of the enforcing officer's report of costs, give notice by restricted mail to the owner of the structure of the costs required to be reported by subsection (a) of this section, and such notice shall include a statement requiring payment of the costs to the city within thirty (30) days following receipt of the notice. Should the owner refuse to take delivery of the notice and return is made to the city indicating such

refusal, the city clerk shall send to the owner, by first class mail, the notice previously sent and receipt by the owner shall be deemed to have occurred upon such mailing. The city clerk shall make and maintain records detailing the method and time of sending and receipt of such notice.

- (c) Should the costs remain unpaid after thirty (30) days of receipt of the notice by the owner, the city clerk may sell any salvage from the structure and apply the proceeds of such sale to pay said costs. Any proceeds received which exceed said costs shall be remitted to the owner within thirty (30) days of the conclusion of the sale.
- (d) Should the proceeds of any sale held pursuant to subsection (c) be insufficient to cover said costs, or if there exists no salvage, the city clerk shall, at the time required by law for the certification of the other city taxes, certify the unpaid portion of said costs to the Sedgwick County Clerk for extension of the same on the county tax rolls against the property upon which the structure was located.
- (e) In addition to levying a special assessment against the property upon which the structure was located as provided for in subsection (d), the city may also elect to collect the unpaid portion of the costs provided for herein in the manner provided by K.S.A. 12-1,115 and amendments thereto, and may pursue such remedy without limiting its ability to levy the special assessment, but only until such time as the full costs and any applicable interest has been paid in full.
- (f) If there is no salvageable material, or if the moneys received from the sale of salvage or from proceeds of any insurance policy in which the city has created a lien pursuant to K.S.A. 40-3901 et. seq. and amendments thereto, are insufficient to pay the costs incurred by the city pursuant to this article and/or the cost associated with notices required by this article, such costs or any portion thereof in excess of that received from the sale of salvage or any insurance proceeds may be financed, until such time as the costs are paid, out of the general fund or by the issuance of no-fund warrants. Wherever no-fund warrants are issued, the governing body shall make a tax levy at the tax levying period for the purpose of paying such warrants and the interest thereon. All such tax levies shall be in addition to all other levies authorized or limited by law and shall not be subject to the aggregate tax amendments thereto. Such warrants shall be issued, registered, redeemed and bear interest in the manner and in the form prescribed by K.S.A. 79-2940 and amendments thereto, except they shall not bear the notation required by said section and may be issued without approval of the State Board of Tax Appeals.

(K.S.A. 12-1,115; K.S.A. 12-49-3901; K.S.A. 79-2940; Ord. 763; Ord. 814; Code 2003)

8-513. Disposition of moneys received.

When and if paid, all moneys received from special assessments levied under the provisions of this article or from an action under K.S.A. 12-1,115 and amendments thereto, shall be placed in the general fund of the city.

(K.S.A. 12-1,115; Ord. 763; Ord. 814; Code 2003)

8-514. Certification to county appraiser.

Whenever any structure is removed or demolished under the provisions of this article, the city clerk shall certify to the County Appraiser of Sedgwick County that such structure, describing the same, has been removed or demolished.

8-515. Immediate hazard.

When, in the governing body's opinion any structure is in such condition as to constitute an immediate hazard requiring immediate action to protect the public or adjacent property, the governing body may direct the enforcing officer to take immediate action, without delay, to protect the safety of persons and properties including, but not limited to, the erection of barricades; causing the property upon which the structure is located or the structure to be vacated, taken down, repaired, shored or otherwise made safe. Such action by the governing body and enforcing officer may be taken without prior notice or hearing of the owners, agents, lienholders, occupants or other parties in interest. The authority described within this Section may also be exercised by the Mayor or Chief Administrative Officer, but emergency action ordered by any official other than the governing body, shall be brought to the governing body at the next regular meeting for report. The costs of any such action shall be assessed in the same manner as provided in Article 4 of this Chapter. Notice of the action, and any decision of the governing body shall be provided as set forth in Article 4 of this Chapter, and shall be published in the City's newspaper within one week of the decision of the governing body.

(Ord. 763; Ord. 814; Code 2003)

8-516. Appeals from order.

Any person affected or aggrieved by an order issued by the governing body, or by any final order issued under the authority of this Article, may within thirty (30) days following such decision, petition the district court of Sedgwick County, Kansas, for an injunction restraining the enforcing officer from carrying out the provisions of the order pending final disposition of the case.

(Ord. 763; Ord. 814; Code 2003)

8-517. Rehabilitation of abandoned property; procedure; reports; redemption rights.

In the event the governing body declares the property abandoned as defined by and pursuant to this article an organization may file a petition with the district court for an order for

temporary possession of the property if (1) the organization intends to rehabilitate the property and use it for housing of low and moderate income persons and families and (2) the organization has sent notice to the enforcing officer and parties in interest by certified mail or registered mail, mailed to their last known address and posted on the property at least three (3) days but not more than sixty (60) days before the petition is filed of the organization's intent to file a petition for possession pursuant to K.S.A. 12-1750 through and including K.S.A. 12-1756(e) and amendments thereto and this article.

- (a) The proceeding to obtain temporary possession of the property shall be in accordance with the proceedings prescribed by K.S.A. 12-1756(a) and amendments thereto.
- (b) Any organization which has possession of property pursuant to this article and K.S.A. 12-1756(a) and amendments thereto shall file an annual report with the governing body concerning the rehabilitation and use of the property. The city shall require reports and status dates to be filed as it deems appropriate under the circumstances, but no less frequently than once a year. The report shall include statements of all expenditures made by the organization including, but not limited to, payments for rehabilitation, operation and maintenance of and repairs to the property, and for real estate taxes, and payments to mortgagees and lienholders during the preceding year and shall include statements of all income and receipts from the property for the preceding year.
- (c) Redemption rights of organizations in temporary possession of property pursuant to this article shall be as established and set forth in K.S.A. 12-1756(c-e) and amendments thereto.

(K.S.A. 12-1756(a)(c-e); Ord. 763; Ord. 814; Code 2003)

8-518. Same; organizations interested in rehabilitation; enforcing officer's duties.

The enforcing officer shall maintain a list of all organizations interested in rehabilitating abandoned property who have requested to be included on such list. The enforcing officer may require that requests to be included on such list be submitted annually to the enforcing officer. The enforcing officer shall provide organizations on such list written notice of abandoned property which may be available for rehabilitation by any such organization.

(Ord. 763; Ord. 814; Code 2003)

8-519. Scope of article.

Nothing in this article shall be construed to abrogate or impair the power of the courts or any department of the city to enforce any provisions of its charter, ordinances or regulations, nor prevent or punish violations thereof, and the powers and authority conveyed and conferred by this article shall be in addition to and supplemental to the powers conferred by the constitution and any other laws, ordinances or regulations. Nothing in this article shall be construed to

impair or limit in any way the power of the city to define and declare nuisances and to cause their removal or abatement by summary proceedings or otherwise or to exercise those powers granted specifically by K.S.A. 12-1750 through and including K.S.A. 12-1756 and amendments thereto.

(K.S.A. 12-1750; K.S.A. 12-1756; Ord. 763; Ord. 814; Code 2003)

Article 6. Weeds

8-601. Weeds to be removed.

It shall be unlawful for any owner, agent, lessee, tenant, or other person occupying or having charge or control of any property or premises to permit weeds as hereinafter defined to exist or remain upon said premises or any area between the property lines of said premises and the centerline of any adjacent street or alley including, but not limited to, sidewalks, streets, alleys, easements, rights-of-way and all other public or private areas. All weeds are hereby declared a nuisance and are subject to abatement as provided in this article. Any person violating this section shall be guilty of a violation of this article and shall be subject to such fines and penalties as provided for in this article.

(Ord. 670; Ord. 710; Ord. 724; Ord. 743; Ord. 812; Ord. 855)

8-602. Weeds defined; prohibited from causing blight or adverse impact.

For the purposes of this article, Weeds means any of the following:

- (a) Brush and woody vines, rank grass, uncultivated plants, and unmaintained vegetation shall be classified as weeds;
- (b) Weeds and grasses which may attain such growth as to become a fire menace to adjacent property;
- (c) Weeds which bear or may bear seeds of a downy or wingy nature;
- (d) Weeds and grasses which are located in an area which harbors rats, insects, animals, reptiles, or any other creature which may or does constitute a menace to health, public safety or welfare;
- (e) Weeds and indigenous grasses which, because of their height, have a blighting influence on neighboring property or properties. Any such weeds and indigenous grasses shall be presumed to be blighting if they exceed twelve inches in height, except when part of an approved indigenous grass planting.
- (f) Weeds as defined above growing on lots 1) upon which no dwelling is located or associated and 2) which are not actively being cultivated for agricultural purposes, as defined in K.S.A. 2-

3201 et seq., shall be presumed to be blighting if they exceed eighteen inches in height; areas of easement located between sidewalks and roadways shall not exceed twelve (12) inches in height. Alternatively, maintenance plan for subdivision developments under construction may be submitted to the City by the project developer for approval by the Director of Public Works. Such maintenance plans shall be considered for approval if appropriate for specific area and construction timeline of the project. The City may require modification of the maintenance plan at any time to conform to changing environmental and other conditions.

(g) The owner, or lessee, of any large lot which is mowed to preserve grasses and weeds for animal feed purposes (prairie hay) shall notify the City of such intentions, and provide the office of the City Clerk a mowing schedule for such lot. Failure to cut grasses and weeds upon such lot in conformance with the mowing schedule as provided can result in a substantial adverse effect on the public health and safety as set forth in (b) or (d) above, and shall result in a notice to remove as described in this article.

(Ord. 670; Ord. 710; Ord. 724; Ord. 743; Ord. 812; Ord. 855; Ord. 955; Code 2011)

8-603. Enforcing officer defined.

For the purposes of this article, <u>Enforcing Officer</u> means the Director of Public Works or his designee or designees.

(Ord. 812; Ord. 855; Code 2012)

8-604. Service agent defined.

For the purposes this article, <u>Service Agent</u> means any person and/or entity that the enforcing officer contracts for and obtains such services and equipment to remove and abate the weeds.

(Ord. 855)

8-605. Enforcing officer; duties; notice to remove.

The enforcing officer shall provide, once per calendar year, written notice to the owner, occupant or agent in charge of any premises in the city upon which weeds exist in violation of this article. Such notice shall be served upon such owner, occupant or agent in charge by certified mail, return receipt requested, or by personal service, conspicuously posting notice of such order on the property, or by publishing such notice within the City's newspaper. If the property is unoccupied and the owner is a nonresident, such notice shall be sent by certified mail, return receipt requested, to the last known address of the owner, and such notice shall be published once in the official city newspaper. Every such notice shall include the following information:

- (a) Specific notice that the owner, occupant or agent in charge of the property is in violation of this article.
- (b) An order directing the owner, occupant, or agent in charge of the property to cut the weeds within five days of the receipt of this notice;
- (c) Notice that the owner, occupant, or agent in charge of the property may appeal the notice by requesting, within five (5) days of receipt of the notice in a written notice of appeal sent to the city clerk, a hearing before a hearing panel designated by the Mayor, and shall consist of three members: a member of the governing body representing the ward wherein the violation is alleged to have occurred who will be the chair and two others.
- (d) Notice that if the owner, occupant, or agent in charge of the property fails to cut the weeds within five days of receipt of notice, the city may proceed to cut such weeds and assess the cost of the cutting, including any reasonable administrative fee, against the owner, occupant or agent in charge of the property;
- (e) Notice that the owner, occupant, or agent in charge of the property shall be provided an opportunity to pay the assessment and, if the assessment is not paid, the city shall cause an amount equal to such assessment to be assessed against the property as a special assessment as provided by this article.
- (f) Notice that no further notice shall be given prior to removal of weeds during the current calendar year; and,
- (g) Notice that the enforcing officer should be contacted if there are any questions regarding the order.

Notwithstanding any other provision of this article or of law, any and all notices required by this article which may be served upon tenants shall also be served upon the owner.

Should there occur a change in the record owner of title to property subsequent to the giving of notice pursuant to this section, the city may not recover any costs or levy an assessment for costs of cutting or destroying weeds on such property unless the new record owner of title to such property is provided notice as required by this article.

(Ord. 409, Sec. 2; Code 1984; Ord. 670; Ord. 710; Ord. 724; Ord. 743; Ord. 812; Ord. 855; Code 2025; Code 2026)

8-606. Abatement; assessment of costs.

(a) If within five (5) days after receipt of the notice required by this article the owner, occupant or agent in charge of the premises neglects or fails to comply with the directives contained in the notice provided for in this article, and such owner, occupant, or agent in charge fails to

timely file a notice of appeal as provided in section 8-605(c), the enforcing officer shall cause to be cut, destroyed and/or removed all such weeds and shall abate the nuisance created thereby at any time during the current calendar year. The City and/or any authorized contractor shall not be responsible for damage to property due to reasonable methods of gaining entrance onto the property.

If the property owner is a nonresident, abatement shall take place either five days following the date of receipt provided on the return receipt of mailing, or ten days following the date of publication in the City's newspaper, whichever date is first.

- (b) The costs incurred by the city for any action undertaken by the enforcing officer pursuant to or incidental to sections 8-605 and 8-606 shall be reported in detail and in writing by said officer to the city clerk. The city clerk shall keep an account of such costs, as well as any and all costs of notices, service and/or mailing of notices and publication of notices, required by this article. The city clerk shall immediately cause the reportings and accountings required by this section to be entered in the appropriate city record and shall report the same to the governing body.
- (c) The city clerk shall, within ten (10) days of receipt of the enforcing officer's report of costs, give notice by certified mail to the owner, occupant or agent in charge of the property of the costs required to be reported by subsection (b) of this section and such notice shall include a statement requiring payment of the costs to the city within thirty (30) days following receipt of such notice. Should the owner, occupant or agent in charge of the property refuse to take delivery of the notice and return is made to the city indicating such refusal, the city clerk shall send to the owner, occupant or agent in charge of the property, by first class mail, the notice previously sent and receipt by the owner, occupant or agent in charge of the property shall be deemed to have occurred upon such mailing. The city clerk shall make and maintain records detailing the method and time of sending and receipt of such notice.
- (d) Should the costs remain unpaid after thirty (30) days of receipt of the notice provided for in this article, the city clerk shall, at the time required by law for certification of other city taxes, certify the unpaid portion of said costs to the Sedgwick County Clerk for extension of the same on the county tax rolls against the property upon which the weeds were located.
- (e) In addition to levying a special assessment against the property upon which the weeds were located as provided for in this section, the city may also elect to collect the unpaid portion of the costs provided for in herein in the manner provided by K.S.A. 12-1,115 and amendments thereto, and may pursue such remedy without limiting its ability to levy special assessment, but only until such time as the full costs and any applicable interest has been paid in full.

(Ord. 409, Sec. 2; Code 1984; Ord. 670; Ord. 670-A; Ord. 670-B; Ord. 710; Ord. 724; Ord. 743; Ord. 812; Ord. 855; Code 2022)

8-607. Disposition of moneys received.

When and if paid, all moneys received from special assessments levied upon under the provisions of this article, or from an action under K.S.A. 12-1,115 and amendments thereto, shall be placed in the general fund of the city.

(Ord. 812; Ord. 855)

8-608. Authorization to contract for services.

In the event the owner, occupant or owner's agent fails to comply as set forth in section 8-606 of this article and it becomes necessary for the enforcing officer to remove and abate the weeds, such officer is hereby authorized to contract with a service agent for and obtain such services and equipment, public or private, as the enforcing officer deems necessary and appropriate to complete the tasks enumerated herein, and the enforcing officer shall adhere to and comply with all applicable laws, regulations, ordinances and city policies concerning the procurement of services.

(Ord. 812; Ord. 855)

8-609. Right of entry.

The enforcing officer and/or service agent contracted by the city are hereby authorized to enter upon private property at all reasonable hours for the purpose of cutting, destroying and/or removing such weeds in a manner not inconsistent with this article, and for the purpose of effecting any other lawful purposes of this article.

(Ord. 670; Ord. 710; Ord. 724; Ord. 743; Ord. 812; Ord. 855)

8-610. Unlawful interference.

It shall be unlawful for any person to interfere or attempt to interfere with, or to prevent or attempt to prevent, the enforcing officer and/or the service agent from entering upon any property or from proceeding with cutting and destruction of weeds, or from accomplishing any other lawful purpose of this article. Any person violating this section shall be guilty of a violation of this article and shall be subject to such fines and penalties as provided for in section 8-611(b).

(Ord. 670; Ord. 710; Ord. 724; Ord. 743; Ord. 812; Ord. 855)

8-611. Uniform complaint and notice to appear; non-impairment; fines and costs.

(a) In addition to the notice provided for in section 8-605, the enforcing officer shall issue to the owner, occupant or agent in charge of the property a uniform complaint and notice to appear charging a violation of section 8-601 of this article. Should such owner, occupant or

agent in charge of such property contest the charge, the city shall not be precluded from cutting the weeds or otherwise abating the nuisance created thereby during the pendency of the case.

- (b) Any person found guilty, or entering a plea of guilty or nolo contendere to violating section 8-601 or section 8-610 shall be fined as follows:
- (1) Upon conviction for a first offense, by a fine of \$35.00, but the fine shall be waived if the violation was corrected within ten (10) days, and proof of such correction is verified by the enforcing officer.
- (2) Upon conviction of a second offense, by a fine of \$75.00;
- (3) Upon conviction of a third offense, by a fine of \$125.00;
- (4) Upon conviction of a fourth offense, by a fine of \$250.00.
- (c) Any person convicted and fined pursuant to this article shall also be assessed court costs as provided by city ordinance chapter 17, fee schedule, of the Haysville city code.

(Ord. 812; Ord. 855; Code 2020)

8-612. Noxious weeds; non-impairment.

Nothing in this article shall affect or impair the rights of the city under the provisions of chapter 2, article 13 of the Kansas Statutes Annotated, relating to the control and eradication of certain noxious weeds, which include, but is not limited to, kudzu (pueraria lobata), field bindweed (convolvulus arvensis), russian knapweed (centaurea picris), hoary cress (lepidium draba), canada thistle (cirsium arvense), quackgrass (agropyron repens), leafy spurge (euphorbia esula), burragweed (franseria tomentosa and discolor), pignut (hoffmannseggia densiflora), musk (nodding), thistle (carduus nutans I.), and johnson grass (sorghum halepense).

(Ord. 670; Ord. 710; Ord. 724; Ord. 743; Ord. 812; Ord. 855)

8-613. Indigenous or native grass areas.

Indigenous or Native Grasses include those species of perennial grass other than those designated as noxious weeds by the State of Kansas Department of Agriculture and Entomology.

Native grasses are being used more and more throughout the country as cities look to be more environmentally friendly and cost-effective. Native grasses have drought-resistant roots that descend up to 10' for extraordinary erosion benefits, and require little to no irrigation or fertilization. Perennial native grasses and shrubs re-seed themselves, but do not invade crop areas as they take two to three years to mature. In short, rights-of-way and other green spaces can be beautiful and low maintenance, helping reduce air pollution and lowering labor and equipment costs. A diverse prairie planting can showcase Kansas' beautiful wildflowers and

sturdy native grasses, and provide year-round habitat for wildlife, including songbirds, small mammals, honey bees, and butterflies. Larger areas of native grasses can include grasses such as big and little bluestem and wildflowers such as prairie blazing star.

Indigenous/Native Grass plantings may be approved as part of an as approved planting and maintenance plan or landscape plan submitted and approved by an administrative committee comprised of the Mayor, Chief Administrative Officer, and Director of Public Works. Indigenous/Native grass areas may exceed the standard 12" height of domesticated grasses, but such areas will require some type of defined border, typically a mowed border, to create a defined zone of indigenous/native grass. Indigenous/Native grasses should be planted and maintained in accordance with those standards approved by the Kansas Extension Service.

(Code 2016).

8-614. Severability.

In the event any section or part of this article is found by a court of competent jurisdiction to be invalid, such finding shall not affect the validity of the remaining sections or provisions and such sections or provisions shall remain valid and enforceable.

(Ord. 670; Ord. 710; Ord. 724; Ord. 743; Ord. 812; Ord. 855)

CHAPTER 11. PUBLIC OFFENSES

Article 1. Uniform Public Offense Code

11-101. Uniform public offense code incorporated.

There is hereby incorporated by reference for the purpose of regulating public offenses within the corporate limits of the City of Haysville, Kansas, that certain code known as the "Uniform Public Offense Code," 40th Edition, published in 2024-2025 prepared and published in book form by the League of Kansas Municipalities, Topeka, Kansas, with additions. No fewer than one (1) copy of said Uniform Public Offense Code shall be marked or stamped "Official Copy as Adopted by the Code of the City of Haysville" and to which shall be attached a copy of the incorporating ordinance and all of which shall be filed with the city clerk to be open to inspection and available to the public at all reasonable hours. For purposes of notice of violation of provisions set forth within the Uniform Public Offense Code, violations shall be cited to the applicable ordinance and the specific section(s) included within the Uniform Public Offense Code. Additions and/or Amendments to the Uniform Public Offense Code are set forth within this Chapter and shall be cited as provided within this Chapter. A copy of this Chapter shall be affixed to the Official Copy of the Uniform Public Offense Code.

(Ord. 719, Ord. 822; Code 2003, Code 2005, Code 2006; Code 2007; Code 2008, Code 2009, Code 2010; Ord. 966; Ord. 971; Ord. 983; Code 2012; Ord. 996, Code 2013; Ord. 1018, Code 2015; Ord. 1037, Code 2016; Ord. 1048, Code 2018; Ord. 1056, Code 2019; Ord. 1065, Code 2020; Code 2022; Code 2024; Code 2025; Code 2026)

11-102. Additions and/or amendments.

The Uniform Public Offense Code incorporated by reference in this article is hereby amended to include all of the additions and/or amendments set forth within this Chapter. The Articles of this Chapter are arranged to correlate with the Articles provided within the Uniform Public Offense Code, but such Additions and/or Amendments shall be cited as provided within this Chapter.

(Ord. 1018, Code 2015)

11-103. Disposition of property.

The Uniform Public Offense Code is hereby amended to include the following sections regarding the disposition of lost, stolen, strayed, abandoned, unclaimed, or confiscated property.

(a) APPLICABILITY. This article relates to and embraces all lost, stolen, strayed, abandoned, unclaimed or confiscated property which of itself is not contraband or the possession of which is not unlawful, which is now or which may hereafter come into the possession of the law enforcement officers of the city.

- (b) CUSTODY; RECLAMATION BY OWNER WITHIN THIRTY DAYS. All personal property of the character described in section 11-103(a) shall be delivered to the custody of the chief of police who shall retain the possession of such property for a period of thirty (30) days, except as elsewhere herein provided, unless the owner or person entitled to the possession of such property shall sooner claim such property and establish his or her ownership and right to possession thereof.
- (c) NOTICE OF INTENT TO DISPOSE: REQUIREMENTS. If the owner or person entitled to the possession of property, as described in this article, shall fail to claim such property within thirty (30) days, that at such time or at any time thereafter, the chief of police may cause a notice to be published in the official city newspaper, setting forth a detailed description of such property and stating that unless the same be claimed within ten (10) days, such property will be disposed of pursuant to the terms of this chapter.
- (d) FAILURE OF OWNER TO CLAIM BEFORE DISPOSITION. If the owner or person entitled to the possession of property advertised under 11-103(b) shall fail to claim the same within the prescribed time limit set forth in such section, then the same can be converted to city use or can be donated by the city to a non-profit organization, preferably located within the city limits; provided, however, that the following procedures shall be followed by the city in connection with the disposition of such unclaimed property pursuant to this section, such disposition to take place as follows, to wit:
- (1) The chief of police, shall, after consultation with the Mayor, determine whether such property shall be converted to use by one or more departments of the city or shall be disposed of by gifting the same to one or more non-profit organizations.
- (e) ALTERNATIVE DISPOSITION. As an alternative to the disposition procedure set forth in 11-103(b) and 11-103(d) hereof, the police department is hereby authorized, after following the mandates set forth in 11-103(c) hereof, to sell such property at public auction to the highest bidder therefore for cash. Notice of such auction sale shall be given by the department's placing notice of such auction sale, giving the time, date and place thereof, in a newspaper(s) of circulation in Sedgwick County, such publication(s) to take place no later than ten (10) days prior to such auction date. All proceeds raised at such auction sale shall be paid directly to the general fund of the city.

(Code 2022)

Article 2. Local Provisions

11-201. Window peeping.

Any person, other than the occupants of the room, dwelling, apartment, rooming house or apartment house involved, who goes upon private property, without the permission of the owner or lessee thereof, and looks into such room, dwelling, apartment, rooming house or apartment house is guilty of "window peeping," a misdemeanor, and any person convicted thereof shall be punished by a fine of not more than \$500 and/or six (6) months imprisonment.

(Code 2007; Code 2022)

11-202. Curfew.

- (a) CURFEW FOR CERTAIN MINOR CHILDREN. It shall be unlawful for any minor under the age of eighteen (18) years to loiter, idle, wander, stroll or play in or upon the public streets, highways, roads, alleys, parks, playgrounds or other public grounds, public places and buildings, places of amusement or entertainment, eating places, vacant lots or other place unsupervised by an adult having the lawful authority to be at such place during the following periods of time:
- (1) For minors age fifteen and under, between the hours of 11:00 p.m. and 6:00 a.m. of the following day, except Fridays and Saturdays when the hours shall be 12:00 midnight to 6:00 a.m. of the following day.
- (2) For minors age sixteen (16) and seventeen (17), between the hours of 12:00 midnight on any day and 6:00 a.m. of the following day, except on Fridays and Saturdays when the hours shall be 1:00 a.m. and 6:00 a.m. the following day.
- (3) The provisions of this section shall not apply in the following instances:
- (A) When a minor is accompanied by his or her parent, guardian or other adult person having the lawful care and custody of the minor;
- (B) When the minor is upon an emergency errand directed by his or her parent or guardian or other adult person having the lawful care and custody of such minor;
- (C) When the minor is returning home by the most direct route from a school activity, entertainment, recreational activity or dance; or,
- (D) When the minor is returning home by the most direct route from lawful employment;
- (E) When the minor is attending or traveling directly to or from an activity involving the exercise of first amendment rights of free speech, freedom of assembly or free exercise right of religion; and
- (F) When the minor is in interstate travel through the city.
- (b) RESPONSIBILITY OF PARENT. Except in circumstances set out in subsection (a)(3) it shall be unlawful for the parent, guardian or other adult person having care and custody of a minor

under the age of eighteen (18) years to permit such minor to loiter, idle, wander, stroll or play in or upon the public streets, highways, roads, alleys, parks, playgrounds or other public grounds, public places or public buildings, places of amusement or entertainment, eating places, vacant lots or other place unsupervised by an adult having the lawful authority to be at such place during the following periods of time:

- (1) For minors age fifteen (15) years of age and under, between the hours of 11:00 p.m. on any day and 6:00 a.m. of the following day, except on Fridays and Saturdays, when the hours shall be 12:00 a.m. to 6:00 a.m. of the following day;
- (2) For minors age sixteen (16) and seventeen (17), between the hours of 12:00 a.m. on any day and 6:00 a.m. of the following day, except on Fridays and Saturdays when the hours shall be 1:00 a.m. to 6:00 a.m. of the following day.
- (c) PENALTY FOR MINOR. Any minor violating the provisions of this chapter shall be dealt with in accordance with Kansas juvenile court law and procedure. Any police officer finding a minor under the age of eighteen (18) years violating the provisions of this chapter shall warn the child to desist from such violations and immediately return home and may cause written notice to be served upon the parent, guardian or person in charge of said child, setting forth the manner in which the provisions of this section have been violated. For the purposes of this section, notice shall be deemed properly served upon such parent, guardian or person in charge of a child if a copy thereof is served upon him or her personally or if a copy thereof is sent by certified mail, return receipt requested, to his or her last known address.
- (d) PENALTY FOR PARENT, GUARDIAN OR PERSON HAVING THE CARE AND CUSTODY OF A CHILD. Any parent, guardian or person having the care and custody of a child who shall permit such child to violate the provisions of this section after receiving written notice that such child has previously violated such provisions may be subject to a minimum fine of \$50.00 and a maximum fine of \$500.00, plus costs, for a second or subsequent such offense, with a request to the appropriate court that consideration be given to community service for the offending juvenile as an alternative to any set fine. Violation of this section is a Class C misdemeanor.

(Code 2007; Code 2008; Code 2009)

11-203. Graffiti.

- (a) For the purpose of this section, the following terms shall have the meaning ascribed to them in this section:
- (1) <u>Graffiti</u> means any inscription, word, figure or design which is marked, etched, scratched, drawn or painted on any structural component of any building, structure or other facility,

without the authorization of the owner of such building, structure or other facility, regardless of the nature of the material used in the application or upon which it is applied.

- (2) <u>Graffiti Removal Levy</u> means the charge made by the city and computed by the director of public works for removing graffiti from property, together with any and all penalties for nonpayment of the charges which have accrued.
- (3) Owner as used in this section means any person so designated in the current files of the real estate division of the county clerk's office, and also any person having or claiming to have any legal or equitable interest in the premises upon which graffiti is located.
- (4) <u>Property</u> or <u>Premises</u> means any lot, parcel, tract or piece of land, improved or unimproved, in the city, and includes any building or other structure located thereon.
- (b) ENFORCEMENT PERSONNEL AUTHORIZED. All law enforcement officers of the city and the public works director or his/her designees are hereby authorized to enforce the provisions of this section.
- (c) DEFACEMENT OR DAMAGE OF PROPERTY BY GRAFFITI. Any person who writes, sprays, scratches or otherwise affixes graffiti upon any property, public or private, in which another has an interest and without consent of such other person shall be guilty of a misdemeanor, and upon conviction thereof shall be punished by a fine of not less than \$250.00 or more than \$1,000.00 or by imprisonment for not more than six (6) months, or by both such fine and imprisonment. In addition to such penalty the courts may order the defendant to perform the necessary labor to clean up, repair or replace the property damaged by that person, or to pay any costs incurred by the owner related to the cleanup, repair or replacement of property damaged by that person.
- (d) GRAFFITI DECLARED PUBLIC NUISANCE Owner/Occupant's Duty to Remove. The existence of graffiti upon any building, residence or other structure or property within the city is expressly declared to be a public nuisance and it shall be the duty of the owner and/or occupant of any building, residence or other structure or property that has been defaced by graffiti to cleanup or otherwise cover such graffiti, or such graffiti shall be subject to abatement by the city as hereinafter provided. However, no person shall clean up or otherwise cover graffiti without first notifying the Haysville Police Department of the existence of, and affording it the opportunity to photograph said graffiti.
- (e) IMMEDIATE REMOVAL OF GRAFFITI WITHOUT NOTICE AUTHORIZED. Whenever any city employee authorized to enforce this article finds graffiti on any property within the city which can be seen by any person using any public right-of-way, such authorized employee may forthwith, without notice to the owner, temporarily obliterate such graffiti, or cause the same to be temporarily obliterated, by the least destructive or damaging means then available. Such

authorized employee shall then send notice to the owner to permanently remove the graffiti, following the procedures set out herein.

(f) NOTICE-FORM. Whenever any city employee authorized to enforce this article finds graffiti on any property within the city which can be seen by any person using any public right-of-way, such authorized employee shall cause a notice to remove graffiti to be served upon the owner, as shown in the current files of the real estate division of the county clerk's office. The notice shall be in substantially the following form:

| NOTICE TO REMOVE GRAFFITI |
|--|
| TO, as owner: |
| Pursuant to the provisions of Section 11-203 of the Code of the City of Haysville, Kansas, you are hereby notified to remove from |
| (Description of Property) |
| AKA |
| (Address) |
| all graffiti as defined in the Code of the City of Haysville within seven (7) days from the date of this notice. |
| * (check if applicable) Action has already been taken by the City to temporarily obliterate this graffiti but the same must be permanently removed within seven (7) days from the date of this notice. |
| If all graffiti is not permanently removed from the above described property within seven (7) days from the date of this notice, the City will cause it to be removed and the charges for |

If you intend to remove such graffiti yourself, you are required to obtain from the City a certificate stating that the graffiti has been satisfactorily removed; otherwise if the City is dissatisfied with the manner in which the work has been done, the graffiti will be further removed at your expense.

removal shall become a personal obligation and a lien upon your property.

If you object to the removal of the graffiti from your premises, you may appeal to the Code Enforcement Officer by filing a written notice of appeal in the Office of the City Clerk, 200 West Grand, Haysville, Kansas. Such written notice must be filed within five (5) days from the date of this notice. Failure to appeal shall constitute your acceptance of the determination by the City's

authorized employee any and all remedies provided by the Code of the City of Haysville, and a waiver of any and all appeal rights.

| Dated: | |
|---------------------|--|
| Authorized Employee | |
| City of Haysville | |

- (g) NOTICE SERVICE. The notice to remove graffiti shall be served upon the person whose name appears as the owner of the premises involved in the files of the real estate records division of the county clerk's office. Such service may be made either by personal delivery or by depositing the notice in the United States mail, postage paid, as certified, first class mail, return receipt requested, addressed to the owner at the most recent address appearing in the files of the real estate records division of the county clerk's office. If no address for the owner appears in the file of the real estate records division of the county clerk's office or if no address appears upon the actual premises, then service of the notice to remove graffiti may be made by posting the notice in a conspicuous place upon the property. Proof of service of the notice shall be made by affidavit of the person effecting the service, and the affidavit shall be sufficient for all purposes.
- (h) APPEAL HEARING SERVICE OF NOTICE. If there is an appeal filed with the city clerk, the city clerk shall forward the appeal to the code enforcement officer, who shall establish a time certain, to be as soon as practicable, and place for a hearing. The clerk shall then cause a notice of hearing to be served by certified mail upon the owner who has appealed at least ten (10) days before the hearing. Service shall be deemed completed at the time of deposit of the notice in a receptacle maintained by the United States Postal Service, with postage fully prepaid. The failure of any person to receive such notice of hearing shall not affect the validity of any proceeding under this article.
- (i) APPEAL HEARING PROCEDURE.
- (1) On the date fixed for hearing any adjournment or continuation thereof, the code enforcement officer or his or her designee shall hear all evidence submitted by the owner, the owner's agent, lien holders of record, occupants or other parties in interest in the property upon which the graffiti is situated, and all evidence submitted by the city. The hearing provided for in this section need not be conducted according to formal rules of evidence and may be continued without notice.
- (2) Upon conclusion of the hearing, the code enforcement officer or his or her designee shall determine whether the premises, as maintained, constitute a public nuisance as set forth in this

section. If the code enforcement officer or his or her designee finds that such public nuisance does exist, he or she shall determine how the nuisance is to be abated and shall establish a time, not to exceed seven (7) days, within which removal and/or abatement shall take place; and in the event the owner fails to correct the nuisance within the time described, the city shall cause the nuisance to be abated and the costs incurred by the city shall become the personal obligation of the owner and/or tenant and a lien upon the property.

- (3) A copy of the determination by code enforcement officer or his or her designee shall be served by mail upon the owner of the affected premises. Service shall be completed at the time of its deposit in a receptacle maintained by the United States Postal Service, with postage fully prepaid.
- (4) No legal proceeding or action shall lie against the city or any officer, designee or employee of the city to enjoin the enforcement of its determination or orders made pursuant to this section, unless such legal action is commenced within thirty (30) days after the decision of the code enforcement officer.
- (j) OWNER REMOVAL NOTICE. Every owner served with a notice or order to remove graffiti who upon his or her own account removes the graffiti from his or her own property shall upon completion of the work immediately give written notice thereof to the office of the city clerk. Such notice shall be either delivered or mailed to the office of the city clerk. Upon receipt of such notice any employee of the city authorized to enforce this section shall inspect the property and if no graffiti exists thereon, the owner shall be issued a certificate so stating. If graffiti still exists on the property, the authorized employee of the city shall cause it to be removed and the costs will be assessed against the owner and tenant and become a lien on the property as if no such notice of removal was received from the owner.
- (k) CITY REMOVAL AUTHORIZED. If any owner served with a notice fails to remove the graffiti from such owner's property within the time stated in the notice, or order of the governing body after appeal, the owner shall be deemed to have consented to such removal by the city whose designated employee will thereupon be authorized to enter upon the property involved and remove the graffiti.
- (I) CITY REMOVAL GRAFFITI ABATEMENT. The public works director or his/her designee shall, after the removal of graffiti from any property by the city, compute all expenses so incurred by the city, including any applicable administrative fees as determined by the office of the city clerk. All expenses shall be charged to and become an indebtedness of the owner of such premises; provided, however, that no such charge or levy shall be made against any property or the owner of property where the office of the city clerk has received a written authorization signed by such owner, or his/her authorized representative, permitting the city, or any other

volunteer group or organization engaging in graffiti cleanup with the city's consent, to enter upon such owner's property for the purpose of removing any and all graffiti that from time to time might be located on such property. Such written authorization shall be effective until withdrawn in writing by such owner and shall prevent any charge or levy for graffiti cleanup expenses incurred after the date of such written authorization and for as long as it remains effective.

(m) CITY REMOVAL – GRAFFITI ABATEMENT LEVY PAYMENT NOTICE. Upon computing the expenses, the city clerk shall serve the graffiti abatement levy upon the owner of the property where graffiti was removed, as the owner is determined from current files of the real estate division of the county clerk's office. The notice to pay graffiti abatement levy shall be in substantially the following form:

NOTICE TO PAY GRAFFITI ABATEMENT LEVY

| In accordance with the provisions of section 11-203 of the City of Haysville has caused the graffiti upon | the Code of the City of Haysville, Kansa |
|---|--|
| (legal) | |
| AKA | |
| (address) | |
| to be removed at the City expense. | |
| You are hereby notified that the total cost of City of Haysville, Kansas. | is now due and payable to the |

Section 11-203(n) of the Code of the City of Haysville, Kansas provides in part, that the property owner, tenant or any other interested person may demand a hearing within fifteen (15) days of this notice before the Chief Administrative Officer on the reasonableness of the charges. Such demand shall be in writing filed with the office of the city clerk and shall describe the property involved, the reasons for objecting, and the name, address and interest of the appellant.

If no hearing is so demanded, this payment shall become delinquent within thirty (30) days from this notice and if the amount due is not otherwise collected, a lien for this amount, plus a fee for preparation of the lien and any civil penalty shall be attached on the affected property and thereafter bear interest at the rate of 12% per annum until paid.

(n) HEARING ON CHARGES. Within fifteen (15) days from the date of the notice to pay, the property owner, tenant or any other interested person, may demand a hearing as to the

reasonableness of such charges. Such demand shall be in writing and filed with the office of the city clerk. It shall describe the property involved, state the reasons for objecting, and include the address of the applicant for service of notices in connection with the hearing. The city clerk shall thereupon set a date for a hearing of such protest by the chief administrative officer. Such hearing shall be scheduled within a reasonable time. The city clerk shall send written notice of such hearing, the chief administrative officer shall hear all evidence pertinent to the reasonableness of the charges and shall be final and the city clerk shall certify the cost of such removal upon completion of the appeal hearing, which amount shall then become a tax on the real property upon which the removal occurred. In the event the cost of graffiti removal is not assessed against the real property, the city may thereafter maintain an action in the appropriate court against the owner and/or occupant upon whom notice was served as required by this section to recover the cost of removing such graffiti.

(Code 2022)

11-204. Offenses affecting governmental functions.

- (a) RESISTING ARREST.
- (1) It shall be unlawful for any person, by use of force or violence or threat thereof, to intentionally prevent or attempt to prevent any law enforcement officer from arresting any person.
- (2) It is no defense to a prosecution under this section that a law enforcement officer was attempting to make an arrest which was in fact unlawful if he or she was acting under color of his or her official authority and in making the arrest he or she did not resort to such excessive force as to give rise to a right of self-defense under state law.

Violation of this section is a Class A violation.

- (b) DUTY TO OBEY POLICE, DUTY TO AID POLICE.
- (1) No person shall refuse to assist any law enforcement officer in making an arrest or performing any other official duty, when requested to do so by such officer.
- (2) It shall be unlawful for any person to willfully disobey a lawful order of law enforcement officer.

Violation of this section is a Class B violation.

- (c) COMPENSATION FOR PAST OFFICIAL ACTS.
- (1) Compensation for past official acts is giving or offering to give any public officer or employee any benefit, reward or consideration for having given, in his or her official capacity as

such public officer or employee, a decision, opinion, recommendation or vote favorable to the person giving or offering such benefit, reward or consideration, or for having performed an act of official misconduct.

- (2) This section shall not apply to the following:
- (A) Gifts or other benefits conferred on account of kinship;
- (B) Other personal, professional or trivial benefits incidental to person, professional or business contacts and involving no substantial risk of undermining official impartiality.
- (d) FAILURE TO RETURN LIBRARY MATERIALS. It is unlawful for any person to fail to return any book, newspaper, magazine, pamphlet, manuscript, article, art, painting, phonograph record, film or any other property provided by the Haysville Public Library. It shall be prima facie evidence of intent to permanently deprive the owner of the possession, use or benefit thereof if the defendant failed to return such book or material within 30 days after receiving notice from the library requesting its return, in which case the subsequent return of the book or material within the 30-day period shall exempt such transaction from consideration as prima facie evidence as provided in this section.
- (e) PENALTY. Each day this violation is committed shall constitute a separate violation. Violation of this section is a Class C Misdemeanor.

(Code 2007; Code 2008; Code 2009)

11-205. Offenses against public peace.

- (a) PUBLIC URINATION. No person shall, within the corporate limits of the city, urinate upon any highway, street, alley or upon the premises of any public place or building or upon private property, in open view of any person, when the same has not been designated or designed as a restroom. Violation of this section is a Class A violation.
- (b) DISTURBANCE OF RELIGIOUS ASSEMBLIES. Disturbance of religious assemblies is the disturbing of any congregation or assembly met for religious worship by making a noise or by rude and indecent behavior within their place of worship or so near the same as to disturb the order and solemnity of the meeting. Violation of this section is a Class C violation.
- (c) LOITERING; STREETS, PUBLIC PLACES. Loitering in streets and other public places is the loitering on the public streets, bridges or walkways, school buildings or school grounds or any other public place or place accessible to the public without being engaged in some business demanding the person's presence upon such street, bridge, pedestrian walkway, school building, school grounds or at such public place or place accessible to the public or habitually

lurking in a public place or a place accessible to the public without being engaged in some legal business. Violation of this section is a Class C violation.

- (d) LOITERING IN OR ABOUT SCHOOLS OR PUBLIC BUILDINGS OR PLACES PROHIBITED. It shall be unlawful for any person to loiter about or on any public, private or parochial school property or public building or place, either on foot or in or on any vehicle, without having some lawful business therein or thereabout.
- (e) ANNOYING OR PREVENTING ORDERLY CONDUCT OR ACTIVITY IN OR ABOUT SCHOOLS OR PUBLIC BUILDINGS OR PLACES. It shall be unlawful for any person to annoy, disturb or otherwise prevent the orderly conduct of activity or classes on or about any public, private or parochial school or public building or place.
- (f) ANNOYING, DISTURBING, ASSAULTING OR MOLESTING STUDENTS OR SCHOOL EMPLOYEES PROHIBITED. It shall be unlawful for any person to annoy, disturb, assault or molest any student or employee of any public, private or parochial school while such student or employee is in a school building, on school grounds or in any public building or place when engaged in or participating in any school-related activity.
- (g) LEWD, WANTON OR LASCIVIOUS BEHAVIOR IN OR ABOUT SCHOOLS OR PUBLIC BUILDING OR PLACES PROHIBITED. It shall be unlawful for any person to conduct himself or herself in a lewd, wanton or lascivious manner, either in speech or conduct or behavior, in or about any public, private or parochial school building or school grounds, or public building or place.
- (h) PARKING OR MOVING VEHICLES ON SCHOOL GROUNDS OR IN PUBLIC BUILDINGS OR PLACES FOR PURPOSES OF ANNOYING OR MOLESTING STUDENTS OR SCHOOL EMPLOYEES PROHIBITED. It shall be unlawful for any person to park or move a vehicle in, on or about the grounds of any public, private or parochial school building or grounds, or in or about any public building, public place or street for the purpose of annoying or molesting students or employees of such schools or for the purpose by unauthorized persons to induce, entice or invite students into such vehicles.
- (i) UNAUTHORIZED PRESENCE IN SCHOOL BUILDINGS OR ON SCHOOL PREMISES. It shall be unlawful for any person to enter into or upon, or to remain in, on, or within any building, grounds or facilities within the jurisdiction of the Haysville unified school district which are located within the corporate limits of the city after 11:00 p.m. or before 6:00 a.m. without the specific authorization of the Haysville unified school district, or at any time when said district has determined that said period shall be from 12:00 a.m. to 6:00 a.m. and has given prior notice of such determination to the police department of the city of Haysville.
- (j) ERECTION OF TENTS AND BUILDINGS ON CERTAIN SCHOOL DISTRICT PROPERTY PROHIBITED. It shall be unlawful for any person to build or place any tent, building, booth, stand

or other structure in or upon any building, grounds or facilities located within the corporate limits of the city and under the jurisdiction of the Haysville unified school district, without having obtained a permit to do so from said district. Such permit shall be in writing, shall include the signature of an official designated by the school district as authorized to issue such permit, and shall be produced by any person receiving such permit on demand of any police officer of the city.

- (k) ALCOHOLIC LIQUOR OR CEREAL MALT BEVERAGE PROHIBITED ON CERTAIN SCHOOL DISTRICT PROPERTY. It shall be unlawful for any person to possess or consume any alcoholic beverage on or in any property, on or in any building or other premises, located within the corporate limits of the city and under the jurisdiction of the Haysville unified school district. For the purposes of this section, "alcoholic liquor" shall have the meaning provided to such term by K.S.A. 1-102 and amendments thereto, and "cereal malt beverage" shall have the meaning provided thereto by K.S.A. 41-2701 and amendments thereto.
- (I) ERECTION OF TENTS AND BUILDINGS ON CERTAIN CITY PROPERTIES PROHIBITED. It shall be unlawful to build or place any tent, building, booth, stand or structure in or upon any of the parks or recreation facilities under the jurisdiction of the city for a period exceeding four (4) days without first having obtained approval for such building or placement from the governing body of the city.
- (m) ALCOHOLIC LIQUOR OR CEREAL MALT BEVERAGE ON CERTAIN PUBLIC PROPERTIES PROHIBITED. It shall be unlawful for any person to consume or possess alcoholic liquor or cereal malt beverage on any property or premises under the control of the park board of the city, without prior authorization of the governing body of the city. For the purpose of this section, "alcoholic liquor" shall have the meaning provided by such term by K.S.A. 1-102 and amendments thereto, and "cereal malt beverage" shall have the meaning provided by K.S.A. 41-2701 and amendments thereto.
- (n) CLASSIFICATION OF OFFENSES. Subsections (e) through and including (n) of the above stated unlawful actions shall be a Class C violation.
- (o) LOUD AND UNNECESSARY NOISE PROHIBITED
- (1) It shall be unlawful for any person to permit, make, continue, maintain or cause to be made or continue any excessive, unreasonable or unusually loud noise which disturbs, injures, endangers the repose, health, peace or safety of other people of ordinary sensitivity within the vicinity of the noise.
- (2) It shall be unlawful for any person to use, operate or permit the use or operation of any electronic device, radio, receiving set, television, musical instrument, phonograph or other

machine or device for the producing or reproducing of sound in such manner as to disturb the peace, quiet or repose of the neighboring inhabitants of ordinary sensitivity.

- (3) No person shall permit or participate in or be in any party or gathering of people from which sound emanates at a sufficient volume so as to disturb the peace, quiet or repose of the neighboring inhabitants of ordinary sensitivity. A police officer may order all such persons present at any such party or gathering to immediately disperse from the vicinity of any such party or gathering in lieu of being charged under this section; provided; however, owners or tenants are not required to leave their own dwelling unit. Owners or tenants of the location where the party or gathering occurs shall, upon request of a police officer, cooperate fully in immediately abating the disturbance. Failing to immediately cooperate with law enforcement efforts to remedy and resolve the noise disturbance shall be in violation of this section.
- (4) No property owner shall permit their property to be used in violation of this section. Property owners shall make a reasonable effort to notify all tenants, lessees, and invitees of the City's noise restrictions, and shall make every effort to assist law enforcement with immediately abating the disturbance occurring upon their property when requested by law enforcement. Multiple complaints occurring against a single property may be evidence that a property owner is permitting their property to be used in violation of this section.
- (5) DEFINITIONS. For purposes of this section, these terms shall be defined as follows:
- (A) <u>Neighboring inhabitants</u> includes those persons residing in single family dwellings, multiple family dwellings, boarding house rooms, hotel rooms or motel rooms, or businesses within the vicinity of the noise.
- (B) Excessive, unreasonable or unusually loud noise shall be a determination of legal fact based upon those indicators that a reasonable person would objectively find to 1) disturb the peace, quiet or repose of the area, 2) cause physical injury or property damage, or 3) endanger the safety of the area, when any individual actually experiences such harm.
- (6) The following situations are exempt from noise ordinance regulations:
- (A) Emergency work necessary to restore property to a safe condition or to protect a person and property from eminent danger;
- (B) Emergency vehicles;
- (C) Alarm systems;
- (D) Residential and Commercial trash and solid waste collection service during the hours outlined in Chapter 8 of this Code;
- (E) Aircraft or railroads;

- (F) Noise resulting from the activities of a temporary duration planned by school/university, governmental or community groups;
- (G) Air conditioners
- (H) Lawn care equipment operated between 7:00 a.m. and 9:00 p.m.;
- (I) Construction operations; and
- (J) Church bells and campanile chimes.
- (7) Penalty, Any person who violates any of the provisions of this section within the corporate limits of the city is guilty of a misdemeanor and upon conviction thereof shall be fined in the amount not exceeding \$500.00 or be imprisoned in jail for a period not to exceed one (1) month, or by both such fine and imprisonment. Each day a violation is committed to continue shall constitute a separate offense.
- (8) EXCEPTIONS. The following activities, as long as they are conducted in daytime hours as a normal function of a permitted use and the equipment is maintained in proper working condition, are exempted from the provisions of this chapter:
- (A) Lawn maintenance;
- (B) Repair of personal use vehicles;
- (C) Home repair of place of residence
- (9) PENALTY. Any person who violates any of the provisions of this section within the corporate limits of the city is guilty of a misdemeanor and upon conviction thereof shall be fined in the amount not exceeding \$500.00 or be imprisoned in jail for a period not to exceed six (6) months, or by both such fine and imprisonment. Each day a violation is committed to continue shall constitute a separate offense.
- (p) CAMPING. It shall be unlawful and a public nuisance for any person to camp in the following areas, unless otherwise allowed by the Code of the City of Haysville or by permit issued pursuant to Section 12-116:
- (1) Within 100 feet of any public infrastructure;
- (2) Within 20 feet of any doorway, loading dock, stairway or fire escape;
- (3) Upon private property, except by the owner of record or a lawful tenant for a period not to exceed 10 days within a six-month period;
- (4) Upon any public park; or

(5) Within 50 feet of the centerline of any sidewalk inside City limits to protect the health, safety and general welfare of the citizens of the City.

(Ord. 935; Code 2009; Code 2022; Code 2024; Code 2026)

11-206. Molotov cocktails.

- (a) MOLOTOV COCKTAILS. Unlawful possession, use and transportation of a "Molotov cocktail" is the transporting, use or possession or control of a container of incendiary or explosive material liquid, solvent or mixture, equipped with a fuse, wick or other detonating device of a kind commonly known as a "Molotov cocktail." Unlawful possession, use or transportation of "Molotov cocktail" is a Class A violation.
- (b) PENALTY. Any person who violates the provisions of this section shall, upon conviction be punished by a fine of up to \$2,000.00 or by imprisonment for up to 1 year, or by both such fine and imprisonment.

(Code 2015; Code 2022)

11-207. Offenses against public morals.

- (a) CONFISCATION, DESTRUCTION OF GAMBLING DEVICES. Upon conviction of any person under the provisions of this section, the municipal judge shall, as a part of his or her judgment, order the destruction of all punch boards, slot machines or other gambling devices or material used by or in possession of the defendant, and the chief of police shall execute such judgment by publicly destroying or causing to be destroyed punch boards, slot machines or any other gambling device or equipment by burning or otherwise, which destruction shall take place after the devices are no longer needed as evidence.
- (b) OBSCENITY; BUILDING OR STRUCTURE. It shall be unlawful for any person to write or inscribe any obscene or vulgar picture, design or words at or on any place open to public view.

Violation of this section is a Class C violation.

(Code 2015; Code 2022)

11-208. Possession of VAPE products by a minor.

(a) DEFINITION. For purposes of this section, <u>vapor products</u> shall be defined as any cartridge, pod or other container that may contain nicotine, cannabinol, tetrahydrocannabinol or any other substance in a solution or other form that is intended to be used with or in an Electronic Cigarette. Vapor products do not include electronic cigarettes.

- (b) PURCHASE OR POSSESSION OF VAPOR PRODUCTS BY A MINOR. It shall be unlawful for any person:
- (1) Who is under 21 years of age to purchase or attempt to purchase vapor products; or
- (2) Who is under 21 years of age to possess or attempt to possess vapid products.
- (3) Violation of this section shall be an ordinance infraction for which the fine shall be \$200. For a juvenile's first offense under this section, the court may order the juvenile to perform community service of up to fifteen (15) hours and/or complete an educational course on the effects and dangers of vaping products in addition to or in lieu of the fine provided herein. Any community service or educational course offered by the court shall be completed not later than six months after the fine is imposed or by an earlier date specified by the court. The judge also may require the juvenile to appear in court with a parent or legal guardian.
- (c) SELLING, GIVING, OR FURINISHING VAPOR PRODUCTS TO A MINOR
- (1) It shall be unlawful for any person to:
- (A) Sell, furnish, or distribute vapor products to any person under 21 years of age; or
- (B) Buy any vapor products for any person under 21 years of age.
- (2) It shall be a defense to a prosecution under this section if:
- (A) The defendant sold, furnished or distributed vapor products to the person under 21 years of age with reasonable cause to believe the person was of legal age to purchase or receive vapor products; and
- (B) To purchase or receive the vapor products, the person under 21 years of age exhibited to the defendant a driver's license, Kansas non-driver's identification card or other official or apparently official document containing a photograph of the person and purporting to establish that the person was of legal age to purchase or receive vapor products.
- (C) For purposes of this section, the person who violates this section shall be the individual directly selling, furnishing, or distributing the vapor products to any person under 21 years of age or the retail dealer who has actual knowledge of such selling, furnishing, or distributing by such individual or both.
- (3) It shall be a defense to a prosecution under this subsection if:
- (A) The defendant engages in the lawful sale, furnishing or distribution of vapor products by mail; and

- (B) The defendant sold, furnished, or distributed the vapor products to the person by mail only after the person had provided to the defendant an unsworn declaration, conforming to K.S.A. 53-601 and amendments thereto, that the person was 21 or more years of age.
- (4) As used in this section, sale means any transfer of title or possession or both, exchange, barter, distribution, or gift of vapor products, with or without consideration.
- (5) Violation of this subsection shall constitute a Class B violation punishable by a minimum fine of \$200.

(Code 2022; Code 2024)

<u>11-209.</u> -Possession of a firearm under the influence.

- (a) Possession of a firearm under the influence is knowingly possessing or carrying a loaded firearm on or about such person, or within such person's immediate access and control while in a vehicle, while under the influence of alcohol or drugs, or both, to such a degree as to render such person incapable of safely operating a firearm.
- (b) Possession of a firearm under the influence is a class A nonperson misdemeanor.
- (c) This section shall not apply to:
- (1) A person who possesses or carries a firearm while in such person's own dwelling or place of business or on land owned or possessed by such person; or
- (2) the transitory possession or use of a firearm during an act committed in self-defense or in defense of another person or any other act committed if legally justified or excused, provided such possession or use lasts no longer than is immediately necessary.
- (d) If probable cause exists for a law enforcement officer to believe a person is in possession of a firearm under the influence of alcohol or drugs, or both, such law enforcement officer shall request such person submit to one or more tests of the person's blood, breath, urine or other bodily substance to determine the presence of alcohol or drugs. The selection of the test or tests shall be made by the officer.
- (e) (1) If a law enforcement officer requests a person to submit to a test of blood under this section, the withdrawal of blood at the direction of the officer may be performed only by:
- (A) A person licensed to practice medicine and surgery, licensed as a physician's assistant, or a person acting under the direction of any such licensed person;
- (B) a registered nurse or a licensed practical nurse;

(C) any qualified medical technician, including, but not limited to, an emergency medical technician-intermediate, mobile intensive care technician, an emergency medical technician-intermediate/defibrillator, an advanced emergency medical technician or a paramedic, as those terms are defined in K.S.A. 65-6112, and amendments thereto, authorized by medical protocol; or

(D) a phlebotomist.

- (2) A law enforcement officer may direct a medical professional described in this subsection to draw a sample of blood from a person if the person has given consent or upon meeting the requirements of subsection (d).
- (3) When so directed by a law enforcement officer through a written statement, the medical professional shall withdraw the sample as soon as practical and shall deliver the sample to the law enforcement officer or another law enforcement officer as directed by the requesting law enforcement officer as soon as practical, provided the collection of the sample does not jeopardize the person's life, cause serious injury to the person or seriously impede the person's medical assessment, care or treatment. The medical professional authorized herein to withdraw the blood and the medical care facility where the blood is drawn may act on good faith that the requirements have been met for directing the withdrawing of blood once presented with the written statement provided for under this subsection. The medical professional shall not require the person to sign any additional consent or waiver form. In such a case, the person authorized to withdraw blood and the medical care facility shall not be liable in any action alleging lack of consent or lack of informed consent.
- (4) Such sample or samples shall be an independent sample and not be a portion of a sample collected for medical purposes. The person collecting the blood sample shall complete the collection portion of a document provided by law enforcement.
- (5) If a sample is to be taken under authority of a search warrant, and the person must be restrained to collect the sample pursuant to this section, law enforcement shall be responsible for applying any such restraint utilizing acceptable law enforcement restraint practices. The restraint shall be effective in controlling the person in a manner not to jeopardize the person's safety or that of the medical professional or attending medical or health care staff during the drawing of the sample and without interfering with medical treatment.
- (6) A law enforcement officer may request a urine sample upon meeting the requirements of subsection (d).
- (7) If a law enforcement officer requests a person to submit to a test of urine under this section, the collection of the urine sample shall be supervised by:

- (A) A person licensed to practice medicine and surgery, licensed as a physician's assistant, or a person acting under the direction of any such licensed person;
- (B) a registered nurse or a licensed practical nurse; or
- (C) a law enforcement officer of the same sex as the person being tested.

The collection of the urine sample shall be conducted out of the view of any person other than the persons supervising the collection of the sample and the person being tested, unless the right to privacy is waived by the person being tested. When possible, the supervising person shall be a law enforcement officer. The results of qualitative testing for drug presence shall be admissible in evidence and questions of accuracy or reliability shall go to the weight rather than the admissibility of the evidence. If the person is medically unable to provide a urine sample in such manner due to the injuries or treatment of the injuries, the same authorization and procedure as used for the collection of blood in paragraphs (2) and (3) shall apply to the collection of a urine sample.

- (8) The person performing or assisting in the performance of any such test and the law enforcement officer requesting any such test who is acting in accordance with this section shall not be liable in any civil and criminal proceeding involving the action.
- (f) (1) The person's refusal shall be admissible in evidence against the person at any trial on a charge arising out of possession of a firearm under the influence of alcohol or drugs, or both.
- (2) Failure of a person to provide an adequate breath sample or samples as directed shall constitute a refusal unless the person shows that the failure was due to physical inability caused by a medical condition unrelated to any ingested alcohol or drugs.
- (3) In any criminal prosecution for a violation of this section, if the court finds that a person refused to submit to testing when requested pursuant to this section, the county or district attorney, upon petition to the court, may recover on behalf of the state, in addition to the criminal penalties provided in this section, a civil penalty not exceeding \$1,000 for each violation.
- (g) If a person who holds a valid license to carry a concealed handgun issued pursuant to K.S.A. 75-7c01 et seq., and amendments thereto, is convicted of a violation of this section, such person's license to carry a concealed handgun shall be revoked for a minimum of one year for a first offense and three years for a second or subsequent offense.
- (h) In any criminal prosecution for possession of a firearm under the influence of alcohol or drugs, or both, evidence of the concentration of alcohol or drugs in the defendant's blood, urine, breath or other bodily substance may be admitted and shall give rise to the following:

- (1) If the alcohol concentration is less than .08, that fact may be considered with other competent evidence to determine if the defendant was under the influence of alcohol or drugs, or both.
- (2) If the alcohol concentration is .08 or more, it shall be prima facie evidence that the defendant was under the influence of alcohol.
- (3) If there was present in the defendant's bodily substance any narcotic, hypnotic, somnifacient, stimulating or other drug which has the capacity to render the defendant incapacitated, that fact may be considered to determine if the defendant was under the influence of alcohol or drugs, or both.
- (i) The provisions of subsection (h) shall not be construed as limiting the introduction of any other competent evidence bearing upon the question of whether or not the defendant was under the influence of alcohol or drugs, or both.
- (j) Upon the request of any person submitting to testing under this section, a report of the results of the testing shall be made available to such person.

(Code 2026)

11-210. Interference with parental custody; aggravated interference with parental custody.

- (a) Interference with parental custody is taking or enticing away any child under the age of 16 years with the intent to detain or conceal such child from the child's parent, guardian or other person having the lawful charge of such child.
- (b) Interference with parental custody is a class A person misdemeanor, if the defendant is a parent entitled to joint custody of the child either on the basis of a court order or by virtue of the absence of a court order.
- (c) It is not a defense to a prosecution under subsection (a) that the defendant is a parent entitled to joint custody of the child either on the basis of a court order or by virtue of the absence of a court order.

(Code 2026)

CHAPTER 12. PUBLIC PROPERTY

Article 1. Parks, Recreational Areas

12-101. Purpose and intent.

It is hereby declared necessary for the benefit of the public at large to impose certain rules and regulations upon the use of public parks and recreational facilities. It is the intent of this article that all persons may peacefully enjoy the use of the parks and recreational facilities of the city, and to this end, any permits or authorizations required to be obtained from the park board may not be refused except for valid reasons applied uniformly to all persons. Any denial of permits is intended only for the protection of the citizens' rights to full and peaceful use of the parks and recreational facilities. Permits will be denied where the proposed use will infringe upon the general public's use of the area involved to such an extent as to deprive the general public the use of the parks and recreational facilities for the purposes intended.

(Ord. 278, Sec. 2)

12-102. Hours, opening and closing, fees for usage.

City park facilities will be closed to the public from 12:00 midnight to 5:00 a.m. daily, except Kirby Park, Old Oak Park and Timberlane North Park will be closed to the public from 10:00 p.m. to 5:00 a.m. daily. The hours of the Skate Park shall be from 15 minutes after sunrise until 15 minutes before sunset, as those times are provided by any local weather service. Hours of operation of any park facility may be temporarily modified for special events by action of the Governing Body.

The fees for use of such park facilities will be those determined from time to time by the Governing Body in consultation with city administrative personnel.

(Ord. 278-B; Code 2003, Ord. 888; Ord. 972; Code 2015)

12-103. Injuring property or removing equipment.

It shall be unlawful for any unauthorized person to break, cut, mutilate or injure, remove or carry away, any stone or stonework, bench, chair, seat, bower, stand, structure, fence or property, or anything whatsoever, in or upon any park, playground, golf course or recreational facility, or upon any other property owned or controlled by the city.

(Ord. 278, Sec. 4)

12-104. Trash, rubbish.

It shall be unlawful for any person to throw stones, sticks or rubbish of any kind into any lake, pond, stream or swimming pool and/or to deposit trash or rubbish of any kind in or upon any

park, playground, golf course or recreational facility or upon any other property owned or controlled by the city, except in containers or facilities provided therefore.

(Ord. 278, Sec. 5)

12-105. Chasing game and animals.

It shall be unlawful for any person, other than a city officer or employee in the lawful discharge of his or her duty, to chase, kill, set snares for or catch any birds or wild animals in or upon any of the parks, playgrounds, golf courses or recreational facilities or upon any other property owned or controlled by the city.

(Ord. 278, Sec. 6; Code 2003)

12-106a. Hunting.

- (a) It shall be unlawful for any person to hunt, or discharge a weapon in an attempt to hunt, in or upon property owned or controlled by the city except in those areas specifically so designated by the governing body. Hunting shall be defined as by state statute and/or regulation.
- (b) The taking, catching or killing of bullfrogs is prohibited on all city owned waters.

12-106b. Fishing

- (a) Fishing shall be in designated areas only, and unless exempt by law, a state issued fishing license is required and must be shown upon request of any law enforcement officer, Kansas Department of Wildlife and Parks Employee, or other state enforcement official.
- (b) Fishing is permitted in city owned waters located within the following city parks:
- (1) Riggs Park
- (2) Old Oak Park
- (3) Kirby Park
- (4) Timberlane North Park
- (5) Randal L Dorner Park
- (c) Seining, and use of dip and cast nets, is prohibited on all city owned waters.
- (d) Creel limits. A creel limit is the maximum number of a species of fish that can be taken per person in a calendar day.

- (e) Length limits. Minimum length limits mean that fish shorter than a certain length cannot be kept.
- (f) The following creel and length limits are hereby adopted:
- (1) Channel Catfish: 5 per day.
- (2) Largemouth Bass: 2 per day creel limit, with an 18 inch minimum length limit.
- (3) All other species of fish: 4 per day creel limit.

(Ord. 515; Code 2003, Ord. 888; Ord. 973; Code 2015)

12-107. Permits.

- (a) Permits will be required to reserve any Park Shelter House, Senior Center, Dewey Gunzelman Memorial Pool, Haysville Activity Center, Plagens-Carpenter Park, Band Shell, Historic District Gazebo, the Home Town Market facility, or the Haysville Community Building and the fees are as established by Chapter 17. Requests for reservations shall be made in the city clerk's office, and all reservations are subject to availability.
- (b) Three (3) copies of the permit will be issued:
- (1) One to the user of the shelter house, band shell or community building;
- (2) One to the police department; and
- (3) One will be filed at the city building.
- (c) To reserve a park site for the use of inflatable playground equipment. This permit requires:
- (1) Proof of liability insurance naming City as additional insured in the amount of \$1 million dollars;
- (2) Proof of business license from the business' originating City;
- (3) All contact and reservation information required by City Clerk.

(Ord. 278, Sec. 8; Code 2003; Code 2007; Ord. 941, Ord. 958)

12-108. Horseback riding.

Horseback riding shall be permitted only in areas that have been so designated.

(Ord. 278, Sec. 9)

12-109. Fires.

Fires may be built only in ovens, stoves, fireplaces, portable grills or other facilities designed for that purpose and all such fires shall be extinguished before leaving the area. Fires may be prohibited entirely as a protective measure when ordered by the chief of police.

Charcoal briquettes, wood or other materials used for fire or cooking purposes shall be extinguished before being deposited in trash containers. No hot or burning coals or materials of any kind shall be dumped or deposited on the grass.

(Ord. 278, Sec. 10)

12-110. Swimming, bathing, wading, skating or use of a vessel.

Swimming, bathing, wading, skating, or the use of vessels in any of the ponds, lakes, rivers or waterways in parks or recreational facilities is prohibited except in designated areas, with city approval. The term vessel used herein means "every description of watercraft used or capable of being used as a means of transportation on water."

(Ord. 278, Sec. 11)

12-111. Archery.

Archery shall be permitted only in designated areas.

(Ord. 278, Sec. 12)

12-112. Unmanned aircraft systems.

- (a) Purpose. The City of Haysville encourages the safe and responsible use of Unmanned Aircraft. This section is designed to empower innovation while protecting and promoting the health, safety, and welfare of its citizens.
- (b) Definitions. An "Unmanned Aircraft System" ("UAS") shall mean an aircraft operated without the possibility of direct human intervention from within or on the aircraft. This definition includes devices commonly referred to as drones, remote controlled aircraft, model aircraft and model rockets.
- (c) Prohibited Use.
- (1) No person may take off or land an UAS on the private property of another individual or entity without express permission of the owner of such property.
- (2) No person may take off or land an UAS on any City owned property except for the following designated areas: All City Parks.
- (d) No Reckless Operation. No person may operate an UAS in a reckless manner so as to create:
- (1) a substantial risk of serious physical injury to another, including but not limited to operating

an UAS in the airspace directly above or over any person; or (2) a substantial risk of damage to the property of another.

- (e) Penalties. A person found guilty of a reckless operation or operation out of compliance with this section, may be punished by a fine not to exceed \$500.
- (f) Exceptions. This section does not apply to an UAS that is operated by or on behalf of the City of Haysville, or any other public agency for government related purposes in compliance with all federal laws and regulations and operated in compliance with City of Haysville policies.

12-113. Motor or engine-driven vehicles other than park maintenance vehicles.

Motor or engine-driven vehicles, including but not limited to go-carts, motorcycles, motor scooters, mini-bikes and motored bicycles, shall be permitted only in designated areas.

(Ord. 278, Sec. 14)

(Ord. 1044)

12-114. Fireworks in the park.

The discharging of fireworks in the city park areas will be in compliance with the existing city laws and in designated areas only.

(Ord. 278, Sec. 15)

12-115. Cereal malt or alcoholic beverages within public parks and city owned facilities.

- (a) The use or consumption of any cereal malt beverage, or alcoholic liquor is prohibited in any park or City Owned facility, except in conformance with a lawfully issued Special Event Permit.
- (b) The following areas are exempt from the provisions of K.S.A. 41-719(d): (i) The Historic District; (ii) Riggs Park Lions Shelter; (iii) Senior Center Entire facility except office and storage rooms; (iv) Activity Center gym, rental room and patio and walkway between the gym and rental room; and (v) Riggs Park Area just southeast of the Band Shell consisting of a trapezoid with the following parameters: The northern line of the trapezoid shall be 25 feet in length and 15 feet south of the southeast side of the stage and 10 feet from the sidewalk in front of the stage; at the eastern terminus of the northern line, the line shall continue south by southeast 95 feet in length; the southern line shall then run west 48 feet to the southwest corner or the area; then the west line shall travel 95 feet north by northeast to meet with the western edge of the northern line.
- (c) Alcoholic liquor or cereal malt beverage consumption in any area described in subsection (b) above is (i) limited to only those occasions associated with an agreement or permit issued by the City in which such consumption is specifically allowed and (ii) exempt from the

requirements of Chapter 3 Article 1 Section 109 and Chapter 3 Article 4 Section 402, subsections (a) and (b) of the Code of the City of Haysville, regarding distance restrictions, waiver and public hearing.

(Ord. 278, Sec. 16; Code 2015; Code 2016; Ord. 1066; Code 2022; Ord. 1130)

12-116. Overnight camping or camp-outs.

Overnight camping or camp-outs will be permitted in designated areas only and only by those holding a valid city permit. (See also Section 11-205)

(Ord. 278, Sec. 17; Code 2026)

12-117. Respecting other members of the public.

No insulting and/or disrespectful language is allowed on park property. This includes but is not limited to the use of any teasing, name-calling or vulgar language.

(Ord. 1126)

12-118. Damage to park property.

Damaging or destroying any park property is not permitted.

(Ord. 1126)

12-119. No physical violence.

No physical violence, including but not limited to pushing, shoving, or hitting is allowed on park property.

(Ord. 1126)

12-120. Bicycles, roller skates and skateboards.

No bicycles, roller skates or skateboards are permitted on playground equipment.

(Ord. 1126)

12-121. Pets in playgrounds.

No pets are allowed in any playground areas.

(Ord. 1126)

12-122. Glass containers.

No glass or glass containers are allowed in any playground area.

(Ord. 1126)

12-123. Use of gum.

No gum is allowed in any playground area.

(Ord. 1126)

CHAPTER 14. TRAFFIC

Article 1. Standard Traffic Ordinance

14-101. Standard traffic ordinance incorporated.

There is hereby incorporated by reference for the purpose of regulating traffic within the corporate limits of the City of Haysville, Kansas, that certain standard traffic ordinance known as the "Standard Traffic Ordinance for Kansas Cities, 51st Edition published in 20242025", prepared and published in book form by the League of Kansas Municipalities, Topeka, Kansas. Not less than one (1) copy of the standard traffic ordinance shall be marked or stamped "Official Copy as Adopted by the Code of the City of Haysville" and to which shall be attached a copy of the incorporating ordinance adopting the standard code with any amendments not otherwise set forth within the Haysville Municipal Code, and such copy shall be filed with the city clerk to be open to inspection and available to the public at all reasonable hours. The police department, municipal judge and all administrative departments of the city charged with enforcement of the ordinance shall be supplied, at cost to the city, such number of official copies of the standard traffic ordinance similarly marked, as may be deemed expedient. All amendments to such Standard Traffic Ordinance as set forth within this Chapter shall be incorporated into the Official Copy of the Standard Traffic Ordinance, including a copy of this Chapter.

(Ord. 493-A; Ord. 823; Code 2003, Code 2004, Code 2005, Code 2006; Code 2007; Code 2008; Code 2009; Code 2010, Ord. 971; Ord. 983; Ord. 997, Code 2013; Ord. 1005, Code 2014; Ord. 1018, Code 2015; Ord. 1037, Code 2016; Ord. 1048, Code 2018; Ord. 1056, Code 2019; Ord. 1065, Code 2020; Code 2022; Code 2023; Code 2024; Code 2025; Code 2026)

Article 2. Local Provisions

14-201. Loud sound amplification systems prohibited.

No person operating or occupying a motor vehicle on a street, highway, alley, parking lot or driveway shall operate or permit the operation of any sound amplification system from within the vehicle so that the sound is plainly audible at a distance of fifty (50) or more feet from the vehicle.

- (a) "Sound amplification system" means any radio, tape player, compact disc player, loud speaker or other electronic device used for the amplification of sound.
- (b) "Plainly audible" means any sound produced by a sound amplification system from within the vehicle, which clearly can be heard at a distance of fifty (50) feet or more. Measurement standards shall be by the auditory senses, based upon direct line of sight. Words phrases need not be discernible and bass reverberations are included. The motor vehicle may be stopped, standing, parked or moving on a street, highway, alley, parking lot or driveway.

- (c) It is an affirmative defense to a charge under this section that the operator was not otherwise prohibited by law from operating the sound amplification system, and that any of the following apply:
- (1) The system was being operated to request medical or vehicular assistance or to warn of a hazardous road condition.
- (2) The vehicle was an emergency or public safety vehicle.
- (3) The system was used for the purpose of giving instructions, directions, talks, addresses, lectures or transmitting music to any persons or assemblages or persons in compliance with the code of the city.
- (4) The vehicle was used in authorized public activities such as parades, fireworks, sports events, musical productions and other activities which have the approval of the department of the city to grant such approval.

(Ord. 823; Code 2003)

14-202. Careless driving.

No person shall operate or handle any vehicle in such a manner as to indicate a careless or heedless disregard for the rights or safety of others, or in such a manner as to endanger or be likely to endanger any person or property. No driver, while driving, shall engage in any activity which interferes with the safe operation and control of his or her vehicle. Provided, that this section shall not apply to a vehicle driven by a person on property owned by him or her.

(Ord. 823)

14-203. Defective speedometer.

It shall be unlawful for any person to drive or operate a motor vehicle, or the owner of any motor vehicle to allow or permit any other person to drive or operate such motor vehicle he or she owns, upon any public street, alley, highway or thoroughfare of the city unless such motor vehicle has a properly functioning speedometer.

(Ord. 493, Sec. B; Ord. 823)

14-204. Breath alcohol analysis fee.

(a) Any person convicted or diverted, or adjudicated or diverted under a preadjudication program, pursuant to K.S.A. 222906 et seq., or 12-4414 et seq., and amendments thereto, of a violation of K.S.A. 81567 and amendments thereto, shall pay a separate court cost hereinafter known as the breath alcohol analysis fee, such fee to be set forth in Chapter 17.

- (b) Such fee shall be deposited into the breath alcohol analysis fee fund of the Haysville Police Department, and all such monies shall be utilized for:
- (1) Providing criminalistic analysis services associated with breath alcohol analysis;
- (2) The purchase and maintenance of equipment associated with breath alcohol analysis for use by the Haysville Police Department in performing analysis; and
- (3) Education, training and scientific development of Haysville Police Department Personnel.

14-205. Stopping, standing or parking in front of mailboxes prohibited.

Parking in front of mailboxes between the hours of 8:00 a.m. and 5:00 p.m., or blocking a mail delivery vehicle from delivering mail is prohibited, and may be punished by a fine of \$ 5 plus court costs.

14-206. Skateboards, roller skates, and inline skates; use restricted.

- (a) It is unlawful for any person upon a skateboard, roller skates or inline skates:
- (1) To go upon any other parking lot, parking garage or property within the city when such property is clearly and visibly marked by a sign or signs indicating that skateboard, roller skate and inline skate use thereon is prohibited. Such signs shall have lettering at least one and one-half inches high and one-half inch wide. When such signs are present upon privately owned property, the police department shall be authorized thereby to enforce the provisions of this section; To go upon any park owned or maintained by the city excluding the hike and bike path, old oak skate park, sidewalks throughout the city and basketball courts located on city owned park properties;
- (2) To coast or otherwise move upon a skateboard, roller skates, or inline skates in a reckless manner on any public sidewalk, or without exercising due care for the safety of others using the sidewalk, or to otherwise endanger or interfere with pedestrian traffic. To go upon any parking lot owned or maintained by the city;
- (3) To go upon any other parking lot, parking garage or property within the city when such property is clearly and visibly marked by a sign or signs indicating that skateboard, roller skate and inline skate use thereon is prohibited. Such signs shall have lettering at least one and one-half inches high and one-half inch wide. When such signs are present upon privately owned property, the police department shall be authorized thereby to enforce the provisions of this section;
- (4) To coast or otherwise move upon a skateboard, roller skates, or inline skates in a reckless manner on any public sidewalk, or without exercising due care for the safety of others using the sidewalk, or to otherwise endanger or interfere with pedestrian traffic.

- (b) Responsibility of Parent. No parent or legal guardian having the care and custody of a minor shall fail to properly supervise and care for such child in that such failure of supervision or care shall cause, permit, allow, or fail to prevent the child from violating the provisions of subsection (a) as set forth above.
- (c) Penalty.
- (1) Any person who violates any provisions of this article, shall, upon conviction thereof, be guilty of an infraction, and shall be punished by a fine of not more than fifty dollars (\$50.00) for a first offense, and a fine of not less than fifty dollars (\$50.00) nor more than five hundred dollars (\$500.00) for any subsequent offense.
- (2) Minors. Any minor violating the provisions of this chapter shall be dealt with in accordance with Kansas juvenile court law and procedure. Any police officer finding a minor under the age of eighteen (18) years violating the provisions of this chapter shall warn the child to desist from such violations and shall cause written notice to be served upon the parent, guardian or person in charge of said child, setting forth the manner in which the provision of this section have been violated. For purposes of this section, notice shall be deemed properly served upon such parent, guardian or person in charge of a child if a copy thereof is served upon him or her personally or if a copy thereof is sent by certified mail, return receipt requested, to his or her last known address.
- (3) Penalty for Parent, Guardian or Other Person Having the Care and Custody of a Child. Any parent, guardian or person having the care and custody of a minor less that eighteen (18) years of age, who shall permit or fail to prevent such child from violating the provisions of this section after receiving written notice that such child has previously violated provisions of this section, shall, upon conviction thereof, be guilty of an infraction, and shall be punished by a fine of not more than fifty dollars (\$50.00) for a first offense, and a fine of not less than fifty dollars (\$50.00) nor more than five hundred dollars (\$500.00) for any subsequent offense. For purposes of determining subsequent offenses, the court shall determine the number of times such parent, guardian, or person having the care and custody of a child has been convicted of violating subsection (b), and shall not consider 1) whether the minor was charged or convicted in juvenile court, or 2) whether the adult was previously convicted of a violation of such code as a result of the actions of a minor other than the minor involved in such subsequent violation.

(Ord. 358, Sec. 5; Ord. 823; Code 2003, Ord. 876; Code 2026)

14-207. Unlawful operation of a golf cart.

(a) It shall be unlawful for any person to operate a golf cart on any street or roadway within the corporate limits of the City unless:

- (1) The speed limit is twenty (20) miles per hour or less and,
- (2) The operator of the golf cart has a valid driver's license and,
- (3) The golf cart is registered as a special purpose vehicle with the police department and displays a valid registration and is insured in accordance with Section 14-208.
- (b) Notwithstanding the provisions of section (a) above, it shall be unlawful for any person to operate a golf cart:
- (1) On any state highway, federal highway or interstate highway within corporate city limits.
- (2) On any sidewalk, jogging path, trail or any location normally used for pedestrian traffic unless designated as a golf cart path.
- (3) On any street or roadway within the corporate limits of the City between sunset and sunrise unless equipped with:
- (A) lights as required by state law for motorcycles; and
- (B) a properly mounted slow-moving vehicle emblem as required by K.S.A. 8-1717, and amendments thereto.
- (C) On private property without permission of the owner(s).
- (D) In a manner where the golf cart suddenly leaves a golf cart path or other place of safety and drives or proceeds into the path of a vehicle which is so close as to constitute an immediate hazard.
- (E) The number of occupants allowed on a golf cart shall be limited to the number of factory installed seats.
- (c) The provision of this section shall not prohibit a golf cart from crossing a street or highway with speed limits above twenty (20) miles per hour. For any streets with speed limits of thirty five (35) miles per hour or greater, golf carts must cross at a signalized intersection.
- (d) The provisions of this section shall not prohibit the operation of any golf cart in the course of authorized duties on behalf of any governmental entity.
- (e) Violation of this section shall be punishable by a fine of not more than one thousand dollars or by imprisonment for not more than six (6) months or by both such fine and imprisonment.

 (Code 2025)
- 14-208. Special purpose vehicles; registration and license; application; fee.

- (a) No special purpose vehicle shall be operated on a highway, street or other property open to use by the public and located within the corporate limits of the city unless such vehicle is first registered with the police department and displays a valid annual registration decal so as to be clearly visible from the rear of the vehicle.
- (b) Application for registration shall be made on forms provided by the city. Each application shall include the name of the owner, the address of the owner's residence or bona fide place of business, and a brief description of the vehicle to be registered including make, model and serial number, if any. Proof of insurance shall be furnished at the time of application for registration.
- (c) A receipt from the Sedgwick County treasurer's office showing property taxes have been paid on the golf cart for that year.
- (d) The annual registration fee for a special purpose vehicle shall be twenty-five as stated in Chapter 17, regardless of when the application is made. Such fee shall be paid in full with the application. Registrations shall be valid for the calendar year.
- (e) Registration decals issued hereunder are nontransferable.
- (f) Violation of this section shall be deemed a traffic infraction, and the municipal court shall establish a fine therefore.

(Code 2025; Code 2026)

Article 3. Truck/RV Parking and Inoperable Vehicles

14-301. Residential district defined.

A <u>residential district</u> shall be defined for purposes of this article as any territory, area and/or street located within the corporate limits of the city upon which or in there are located structures occupied as residential dwellings or other places of abode and the streets, roadways, alleyways, or other ways used for vehicular traffic within said areas are subject to a speed limit of twenty (20) miles per hour.

(Ord. 390, Sec. 2; Ord. 823; Code 2003)

14-302. Truck and recreational vehicles, trailers, parking restrictions.

It shall be unlawful for any owner or operator of a recreational vehicle to park such vehicle on any highway or street within the corporate limits of the city. Except the owner or operator of a recreational vehicle may park on the street at his or her residence for the purpose of loading or unloading for a period not to exceed twelve (12) hours in any one week period. For the purpose of this article, one week shall be defined as Sunday through Saturday. Pickup trucks that have toppers or slide in toppers that do not extend over the cab of the truck are not considered

recreational vehicles. It shall be unlawful for any person/persons to park a trailer that is not attached to a motor vehicle on any highway or street within the corporate city limits of the city. Trailers attached to motor vehicles that are parked on any highway or street within the corporate limits of the city shall have reflective lights/tape that is visible for four hundred fifty (450) feet by any approaching vehicle. Trailers attached to motor vehicles that block the view of person/persons operating a motor vehicle will not be allowed to park on any highway or street within the corporate city limits. It shall be unlawful for any person operator of a truck, bus, tractor-trailer unit, truck trailer unit larger than what is commonly referred to as a 1-ton truck (with a gross vehicle weight rating of 16,001 pounds or more), or a box type truck used for commercial purposes to park the same on any street in any residential district inside the corporate city limits, longer than a period necessary for loading or unloading of merchandise or household goods; PROVIDED, that the vehicle shall be promptly moved upon completion of the loading or unloading.

(Ord. 768; Ord. 797; Ord. 806; Code 2003; Code 2018)

14-303. Vehicles unattended.

It shall be unlawful for any person or business operating or owning any truck, tractor-trailer unit, or other vehicle to leave such vehicle unattended at any time on any public street when such vehicle is actually loaded with or contains gasoline, kerosene, naphtha, ammonia, explosives, volatile chemicals, benzene, or any crude petroleum, toxic or flammable materials other than the fuel load which is designed for and used to propel and power said vehicle.

(Ord. 389, Sec. 1; Ord. 823)

14-304. Notification.

The owner of any property upon which such vehicle referred to in section 14-108 may be parked shall immediately notify the police department of the location of the vehicle, together with the names and addresses of the driver and owner.

(Ord. 389, Sec. 2; Ord. 823; Code 2003)

14-305. Inoperable vehicles.

It shall be unlawful for any person to leave an inoperable vehicle upon any public land, street, alley or roadway within the corporate limits of the city. The police department is hereby authorized to have towed, at the vehicle owner's expense, any vehicle left on any public land, street, alley or roadway <u>in violation of this ordinance.</u> for more than twenty-four (24) hours. Definitions of terms as used in this section shall be as follows:

- (a) <u>Inoperable</u> means a condition of being marked junked, wrecked, wholly or partially dismantled, discarded, abandoned, without proper license tag or registration or unable to perform the function or purpose for which it was originally constructed.
- (b) <u>Vehicle</u> means every device in, upon or by which any person or property is or may be transported or drawn upon a highway except in devices moved by human power or used exclusively upon stationary rails or tracks.

(Code 1984; Ord. 601; Ord. 823; Code 2003; Code 2026)

14-306. Penalty for schedule fines.

The fine for violation of an ordinance traffic infraction or any other traffic offense for which the municipal judge establishes a fine in a fine schedule shall not be less than \$10.00 nor more than \$500.00. A person tried and convicted for violation of an ordinance traffic infraction or other traffic offense for which a fine has been established in Chapter 17 shall pay a fine fixed by the court not to exceed \$500.00.

(Ord. 823; Code 2003; Code 2007)

14-307. Penalty.

Any person violating this article for which a penalty is not otherwise provided shall upon conviction be punished by a fine in accordance with the general penalty provisions set out in the ordinances of the city.

(Ord. 823; Code 2003)

Article 1. Water Department and Regulations

15-101. Name of department.

Water utilities of the city shall be operated as a separate department to be known as the city water department.

(Code 1971, Sec. 12-101)

15-102. Department organization.

The water department shall consist of the governing body and the public works director and such officers and employees of the city who shall devote all or part of their time to the conduct of the department. The governing body shall control and operate the department by the passage of such ordinances as may be necessary for the safe, economical and efficient operation and management of the waterworks.

(Code 1971, Sec. 12-103)

15-103. Payment of claims.

All claims against the city arising from the operation of the department shall be filed with the city clerk and allowed by the governing body as in the case of other claims against the city. The governing body may by proper rule authorize the public works director to employ temporary help and to make purchases of supplies and equipment in accordance with the purchasing policy of the city during the interval between meetings of the governing body.

(Code 1971, Sec. 12-103; Code 2003)

15-104. Application for water service.

- (a) Before the city shall make any new installation to serve any premises with water, an application for any such connection shall be made in writing by the owner of the premises at the office of the city clerk. All such applications shall be made on a form provided by the city. The application shall give the location of the property to be served by its legal description or otherwise, the type of service desired and the use for which service will be required. If there is no water main to which a connection can be made as determined by the public works director, the requirements regarding extensions must be met before the application for the service connection will be accepted. The application and its acceptance will constitute a contract between the applicant and the city water department upon the installation of the connection.
- For new accounts at an address that has an outstanding balance or has been disconnected, the customer must provide a copy of the lease or rental agreement and photo identification. If the customer's name is associated with an unpaid balance from

the past, the unpaid balance must be paid prior to establishing new service. After a termination, service will be restored only to customers identified in the lease or rental agreement and whose current and past accounts are paid in full. After termination of service for customers who own the property, new accounts will not be established to avoid paying the unpaid balance associated with the property.

(Code 1971, Sec. 12-106; Code 2003; Code 2026)

15-105. Application for new water service from outside the city; agreement for annexation.

Whenever anyone outside the city shall make an application for new water service, the applicant shall agree to petition in writing to annexation of the property for which the new water service is requested.

(Code 1984)

15-106. Water service installation.

The rules and regulations regarding the water service installation shall be as follows:

- (a) Only authorized city personnel shall be responsible for tapping the main, installing the service line to the meter and setting the meter inside the property line in the street right-of-way, which gives the structure its address, as close to the property line as practical of the premises to be served. The location of the required water meter and underground service barrel shall be on the house side of the approach located in the public right-of-way. All locations of said meter and underground barrel requirements are subject to the approval of the public works director or his/her designee. If, in the determination of the public works director, the service line request is more than fifty (50) feet from the main, the owner of the premises shall be charged the expense of extending the main.
- (b) Tracer Wire. Plastic materials for building supply piping outside underground shall have a blue insulated copper tracer wire or other approved conductor installed adjacent to the piping. Access shall be provided to the tracer wire or the tracer wire shall terminate aboveground at each end of the nonmetallic piping. Said tracer wire shall terminate within six (6) inches of the lid of the meter barrel, and terminate on the exterior of the structure, above the penetration of the exterior of the footing/foundation. The tracer wire size shall be not less than 18 AWG and the insulation type shall be suitable for direct burial.
- (c) Replacement of customer water service.

- (1) If the length of customer water service being replaced is more than 50% (Fifty percent) then, the entire length of customer water service shall be replaced.
- (2) All new installed water service replacements, shall have a new, full port opening, ball valve installed in a readily accessible location and be approved for potable water systems.
- (d) Required fittings. When new residential services are installed for a new connection, the plumbing contractor for the new service shall provide the correct, required fittings at the future meter location. Said fittings for a 5/8" (five-eighths inch) service shall have ¾" (three-quarter inch) MIP threads for connection to the setter.

Fittings for a 1" (one inch) service, shall have 1"(one inch) MIP threads to connect to the setter.

(e) Any structure containing eight units or less shall require one water service line and one water meter to each unit.

(Code 1971, Sec. 12-107; Code 1984; Ord. 551; Code 2003; Code 2020; Code 2025, Code 2026)

15-107. Tap charges & code compliance.

The connection charges and code compliance in regard to this article shall be as follows:

- (a) Tap Fee. The city clerk is hereby authorized and directed to collect a fee as set out in Chapter 17 for each water meter connection. This fee is to be paid at the time application is made.
- (b) Cost of Installation. The cost of any installation and connection of 3/4 inch or 5/8 inch to 4-2 inches will be as established by Chapter 17. The cost of any installation and connection (including meter cost) larger than one (1)two (2) inches shall be borne by the owner and shall be properly installed by such. The meter shall become the property of the city upon final inspection and approval. Meters larger than two (2) inches will be provided by the city and installed by the contractor. Meter cost will be charged appropriately to permittee. If a new water service is requested where a permit is required by Sedgwick County or Kansas Department of Transportation, these costs will be paid by the owner.
- (c) Installation and Code Compliance. The installation must be made by workers licensed to perform such work in the city, and the owner shall indemnify, defend, and hold harmless the city from any loss or damage that may directly or indirectly be occasioned by the installation of the waterworks and connection. All work performed

shall comply with the regulations and codes of the city. All water service lines shall be installed in separate trenches and have their own meter pit unless approved by the public works director. No permanent mailbox (stone or brick) shall be installed within five (5) lateral feet of any water meter.

- (d) Final Inspection. The waterworks connection shall not be covered or otherwise concealed by any material until a final inspection has been made by the public works director or his/her designee and written permission has been given to cover or otherwise conceal such connections to the waterworks system.
- (e) Penalty. Any person found to be violating any provisions of this section shall be served by the city with written notice stating the nature of the violation and providing a reasonable time limit for the satisfactory correction thereof. The offender shall, within the period of time stated in such notice, permanently cease all violations.

Any person who shall continue any violation beyond the time limit provided for in this section shall be guilty of a misdemeanor, and upon conviction thereof, shall be fined in an amount not exceeding two hundred dollars (\$200) for each violation. Each day in which any such violation shall continue shall be deemed a separate offense. Any person violating any of the provisions of this article shall be liable to the city for any expense, loss, or damage occasioned to the city by reason of such violation.

(Ord. 659; Code 2003; Code 2007; Code 2026)

15-108. Extension or enlargement of waterworks system.

Whenever the owner of real property desires a main to be extended to furnish water to such property for residential, commercial, or industrial use, he or she shall make application therefore to the water department and if such application is approved by the public works director, the owner shall deposit in cash, or cash equivalent, the estimated cost as determined by the public works director of extending such main as designated in section 15-107.

(Code 1971, Sec. 12-109; Code 1984)

15-109. Ascertainment of length of extension.

The length of the requested extension shall be ascertained by actual field measurement from the terminus of the nearest water main of adequate capacity to the nearest point on the tract of land to be served, plus such additional footage as is deemed necessary by the governing body in order to avoid obstructions, such as culverts, trees, shrubs, other utility lines and such other obstructions as may be encountered.

(Ord. 551; Code 2003)

15-110. Determination of diameter of main.

The diameter of the main to be installed shall be determined by the public works director, based upon a consideration of the following factors: provision of adequate service to prospective customers, possible and contemplated future extensions of the main to be installed and fire protection needs existing or anticipated in the area to be served. When the public works director determines that the main needs to be larger than eight (8) inches, the city will pay the cost difference for the larger main.

(Code 1971, Sec. 12-111; Code 1984)

15-111. Method of estimating cost of proposed extension.

The total estimated cost of the proposed main extension shall be arrived at by multiplying unit per foot costs by the total length of the proposed extension. The unit or per foot cost shall be determined by the public works director in accordance with experience records reflecting labor, material and other costs of main extension.

(Code 1971, Sec, 12-112)

15-112. Cash deposit of estimated cost.

For each bona fide standard service, excluding fire protection services to be attached to the proposed main extension to serve premises owned by the depositor, and for which the water department has a signed contract for water service prior to the installation of said main extension there shall be deducted from the total estimated costs an amount equal to four (4) times the annual minimum charge for that particular separate service as fixed and established by ordinance. Such minimum charges shall govern for this purpose, regardless of whether the particular service is within or without the limits of the city. All such deductions shall be reviewed on the fifth anniversary of the date of the execution of the main extension contract and the depositor shall then be charged with an amount equal to that for which initial deductions were made, but for which service has not been maintained, and in effect for at least three (3) years of the five (5) year period. The water department shall recover such charges directly from any refunds to which the depositor would otherwise be entitled under the provisions of section 15-113.

(Code 1971, Sec. 12-113)

15-113. Amount deposited over actual cost to be refunded.

After the installation of such main extension has been completed, if the total actual cost thereof is less than the estimated cost, a refund of the difference shall be made to the applicant. If the actual cost be greater than the estimated cost, the applicant shall not be required to make any

additional deposit. The water department shall make refunds of deposits for main extensions in the following manner:

- (a) During only the period of ten (10) years following the date of the execution of the contract for particular main extension, there shall be refunded to the depositor for each separate service physically connected to that portion of the main for which deposit shall have been advanced, excepting fire protection services and those services for which deductions have been made pursuant to section 15-112, a sum equal to four (4) times the annual minimum charges for that particular separate service as fixed and established by ordinance as now adopted or hereafter amended. Such minimum charges shall govern for the purpose regardless of whether the particular service is within or without the limits of the city.
- (b) In addition, the water department shall refund annually, on or before December 1, to the applicant, an amount equal to twenty-five percent (25%) of the gross annual revenue derived by the water department during the last preceding full calendar year from consumers connected to that portion of the main for which deposit shall have been advanced, excluding connections for public fire protection purposes; such refunds, however, shall terminate upon the expiration of ten (10) years from the date of the execution of the contract for the particular main extension, and any portion of the deposit then unrefunded shall remain the sole property of the water department. In no event shall the aggregate of refunds made exceed the amount of the original deposit.

(Code 1971, Sec. 12-114; Code 2003)

15-114. Application and deposit for extension of main.

Whenever a lessee of a project financed by the issuance of industrial revenue bonds of the city desires that a main be extended to furnish water to property encompassed by such projects for residential, commercial or industrial use, such lessee shall make application as provided by this article to the water departments and deposit, in cash or equivalent, the estimated cost of such extension. The provisions of sections 15-109:113 shall apply to properties encompassed by projects financed by industrial revenue bonds in the same manner, and to the same extent, as if the applicant was an individual or other owner of real property applying for such extension.

(Code 1971, Sec. 12-115; Code 1984; Code 2003)

15-115. Existing installation; service.

Application for water service where a connection is in place shall be made at the office of the city clerk in such form as may be required by the rules of the department and in accordance with sections 15-108:114.

(Code 1971, Sec. 12-116; Code 2003)

15-116. Water service set-up.

There is hereby levied a transfer penalty as set out in Chapter 17 for any customer who transfers water service from one location to another within the corporate city limits. At the time of making application for water service, the customer shall pay a non-refundable setup fee as set out in Chapter 17.

(Ord. 551-B; Code 2003; Code 2007)

15-117. Customer non-payment penalty.

In order to continue water service, a non-payment penalty as set out in Chapter 17 together with all past due amounts due the city shall be paid by any customer who appears on the water shut-off list. The mayor or his or her designee shall be entitled to grant exceptions to this section for hardship cases only.

(Ord. 551-C; Ord. 551-D; Code 2003; Code 2007)

15-118. Rights reserved.

The city reserves the right at any time to revise or amend this article, other ordinances or the rules and regulations pertaining to the supply of water thereunder. The city reserves the right to disconnect or refuse service to any customer or consumer who shall be found by the department to have violated any of the provisions of this article or rules and regulations of the department pertaining to the supply and use of water in the city. The city reserves the right for the officers and the employees of the department to inspect any premises at all reasonable hours in connection with the supply of water service to such premises. Members of the department shall have free access at such hours to read the meters, examine the location or conditions of the water lines and pipes or other fixtures and apparatus used in the supplying of water to such premises, and to apply to a court of competent jurisdiction for an order granting access should such access be denied.

(Code 1971, Sec. 12-120; Code 2003)

15-119. Certain supplies of water to other parties prohibited.

It shall be unlawful for any consumer of water service to supply water in any way, by sale, gift or otherwise to any person, firm, company, corporation or other entity, nor shall any such consumer permit others to attach on to his or her service connection for any purpose except in accordance with the rules and regulations of the department.

(Code 1971, Sec. 12-121; Code 2003)

15-120. Taking water without authority.

It shall be unlawful for any person, firm or corporation, partnership, association, or other entity by means of any deception, device, destruction, or in any manner except as now or may hereafter be authorized by the city, to receive, consume or in any manner divert or appropriate to his or her own use, or to the use of another, any water belonging to and made available by the city. Any violation of this provision will result in a \$50 penalty added to the violator's utility bill, in addition to charges for any damage caused to city property. The City reserves the right to pursue legal action, including civil penalties or criminal charges, as deemed appropriate.

(Code 1971, Sec. 12-122; Code 2003; Code 2025)

15-121. Temporary residential water service.

Contractors, builders, real estate agents and others requiring water where no permanent service is available, or where a temporary connection is needed to check for water leaks in plumbing or to clean, repair or remodel a rental, may receive a non-transferable permit in the name of a single individual permitee for such service on the making of an application and payment of a fee for the service in advance to the office of the City Clerk. Such temporary water service may be rendered on the payment in advance of the cost to the City for making the temporary connection which shall be as set out in Chapter 17. Where practicable, such water service may be metered as a temporary measure. This service is not intended as an alternative to regular water service for a resident of the property, and shall not be continued upon residential occupation of the property. Violation of this section must be corrected by the permitee immediately upon notification of the violation, and in no case shall the public works director or his designee allow more than 24 hours from discovering the violation to correct the violation. Violation of this provision is grounds for prosecution pursuant to both 15-135 below, as well as immediate revocation of temporary water service by the City.

15-121.1 Temporary commercial water service.

Contractors, builders, and others requiring water where no permanent service is available, or where a temporary connection is needed to check for water leaks in plumbing or to clean, repair or remodel a building, may receive a non-transferable permit in the name of a single individual permitee for such service following the making of an application and payment of a fee for the service in advance to the office of the City Clerk, and inspection of the premises and approval of the application by the code enforcement officer. No recipient of temporary water service may be open for business while using temporary water service. Regular water service must be operational before any business is issued an occupancy permit. Violation of this section must be corrected by the permitee immediately upon notification of the violation, and in no case shall the public works director or his designee allow more than 24 hours from discovering

the violation to correct the violation. Violation of this provision is grounds for prosecution pursuant to both 15-135 below, as well as immediate revocation of temporary water service by the City. Violation of this section is grounds for immediate revocation of an occupancy permit by the City. Fines for violation of this section shall be not less than \$100.00 and not more than \$500.00 per offense. Each day shall constitute a separate offense.

Temporary Water Service is provided to the business on a weekly or biweekly basis, for up to 4 weeks. The business owner must reapply for temporary water at the end of each cycle. After 4 weeks, the inspector shall re-evaluate the business and advise the City if additional provision of temporary water service is warranted to permit time for project completion. If approved by the Public Works Director-or his/her designee, the City Clerk will allow for temporary water in 2 week increments, with the inspector re-evaluating after each 2 week increment until the project is considered complete by the Public Works Director-or his/her designee.

Such temporary water service may be rendered on payment in advance to the City for the costs associated with making the temporary connection. Such costs shall be as set out in Chapter 17. Where practicable such water service may be metered as a temporary measure and costs imposed in accordance with Chapter 17.

15-122. Unlawful acts: tampering.

It shall be unlawful for any person or persons singularly or jointly by means of any deception or device or in any unlawful manner, to stop, hinder or prevent the water meters registering water supplied to any consumer. It shall be further unlawful for any person or persons to prevent such meters from registering correctly or to make them stop or run backwards or to tamper with or in any manner willfully damage or destroy such meters or registering device.

(Code 1971, Sec. 12-124)

15-123. Cross connection control.

The public works director or his/her designee shall be responsible for effectively conducting the cross connection control program of the city public potable water supply. If in the judgment of the public works director or his/her designee an approved backflow prevention device is required, the public works director or his/her designee will give notice in writing to the customer to install the proper device. The customer shall immediately install the proper device at the customer's expense. Failure to comply shall be grounds for discontinuing water service to said customer until the device is properly installed.

(Ord. 596; Code 2003)

15-124. Definitions.

The following words or phrases shall mean:

Agency: Shall mean the public works department.

<u>Air Gap:</u> Shall mean the unobstructed vertical distance at least twice the diameter of the supply line and no less than one (1) inch, through the free atmosphere between the lowest opening from any pipe or faucet supplying water to a tank, plumbing fixture or other device and the flood level rim of the receptacle.

<u>Approved Device:</u> Shall mean devices tested and accepted by a recognized testing laboratory approved by the Kansas Department of Health and Environment and the public works director.

<u>Backflow:</u> Shall mean the flow of water or other substances into the distribution system of a potable water supply of water from any source other than its intended source. Backsiphonage is one type of backflow.

<u>Backflow Preventer:</u> Shall mean a device or means to prevent backflow.

<u>Backsiphonage:</u> Shall mean the flowing back of contaminated or polluted substances from a plumbing fixture or any vessel or source into the potable water supply system due to negative pressure in said system.

<u>Contaminant:</u> Shall mean any substance that upon entering the potable water supply would render it a danger to the health and life of the consumer.

<u>Cross Connection:</u> Shall mean any physical connection or arrangement between two otherwise separate piping systems, one of which contains potable water and the other which contains water or any substance of unknown or questionable quality whereby there may be flow from one system to the other.

<u>Double Check Valve:</u> Shall mean a device consisting of two (2) internally loaded soft seated check valves with positive shut-off valves on both upstream and downstream ends, and properly located test ports.

<u>Dual Check Valve:</u> Shall mean a device consisting of two (2) internally located soft seated check valves. The device does not contain test ports and is acceptable for use only at the meter of residential customers.

<u>Free Water Surface:</u> Shall mean a water surface at atmospheric pressure.

Flood Level Rim: Shall mean the edge of the receptacle from which water overflows.

<u>Frost Proof Closet:</u> Shall mean a hopper with no water in the bowl and with the trap and water supply control valve located at the frost line.

KDHE: Shall mean the Kansas Department of Health and Environment.

<u>Non-Potable Water:</u> Shall mean water that is not safe for human consumption or that is of questionable potability.

<u>Plumbing:</u> Shall meant the practice, materials and fixtures used in the installation, maintenance, extension and alteration of all piping fixtures, appliances and appurtenances.

<u>Pollution:</u> Shall mean the presence of any foreign substance (organic, inorganic or biological) in water which tends to degrade its quality so as to constitute a hazard or impair the usefulness or quality of the water to a degree which does not create an actual hazard to the public health but which does adversely affect the water.

<u>Potable Water:</u> Shall mean water free from impurities in amount sufficient to cause disease or harmful physiological effects. Its quality shall conform to Kansas Department of Health and Environment requirement for public water supplies.

Reduced Pressure Zone Backflow Preventer: Shall mean an assembly of two (2) independently acting soft seated approved check valves together with a hydraulically operating mechanically independent differential pressure relief valve located between the check valves and at the same time below the first check valve. The unit shall contain properly located test cocks and resilient seated shut-off valves at each end of the assembly. To be approved these assemblies must be accessible for inspection and testing and be installed in an above ground location where no part of the assembly will be submerged.

<u>Tester:</u> Shall mean a trained technician certified in the testing and repair of backflow preventers.

Vacuum: Shall mean any absolute pressure less than that exerted by the atmosphere.

<u>Vacuum Breaker:</u> Shall mean a device that permits entrance of air into the water supply distribution line to prevent back-siphonage.

(Ord. 596; Code 2003)

15-125. Requirement; general.

A public potable water supply system shall be designed, installed and maintained in such a manner as to prevent contamination from non-potable sources through cross connection or any piping connection to the system.

(Ord. 596; Code 2003)

15-126. Cross connection prohibited.

Cross connections are prohibited except when and where as approved by the public works director suitable backflow preventers are properly installed, tested and maintained to insure proper operation on a continuing basis.

(Ord. 596; Code 2003)

15-127. Interconnections.

Interconnection between two (2) or more public water supplies shall be permitted only with the approval of the KDHE.

(K.S.A. 65-163(a); Ord. 596; Code 2003)

15-128. Individual water supplies.

Connections between a private water supply and the public potable water are prohibited.

(K.S.A. 65-163(a); Ord. 596; Code 2003)

15-129. Connections to boilers.

Potable water connections to boiler feed water systems in which boiler water conditioning chemicals are or can be introduced shall be made through an air gap or through a reduced pressure zone principle backflow preventer located in the potable water line before the point where such chemicals may be introduced.

(Ord. 596; Code 2003)

15-130. Prohibited connections.

Connections to the public potable water supply system for the following is prohibited unless properly protected by the appropriate backflow prevention device.

- (a) Bidets.
- (b) Operating, dissecting, embalming and mortuary tables or similar equipment- in such installations the hose used for water supply shall terminate at least twelve (12) inches away from every point of the table or attachments.
- (c) Pumps for non-potable substances. Priming only through an air gap.
- (d) Building drains, sewers or vent systems.
- (e) Commercial buildings or industrial plants manufacturing or otherwise using polluting or contaminating substances.

(f) Any fixture of similar hazard.

(Ord. 596; Code 2003)

15-131. Refrigeration unit condensers and cooling jackets.

Except when potable water provided for a refrigeration condenser or cooling jacket is entirely outside the piping or tank containing a toxic refrigerant, the inlet connection shall be provided with an approved backflow preventer. Heat exchangers used to heat water for potable use shall be of the double wall size.

(Ord. 596; Code 2003)

15-132. Protective devices required.

The type of protective device required under this article shall be determined by the degree of hazard which exists as follows:

- (a) Premises having auxiliary water supply shall protect the public system by either an approved air gap or an approved reduced pressure principle backflow prevention assembly.
- (b) Premises having water or substances which would be non-hazardous to the health and wellbeing of the consumers shall protect the public system with no less than an approved double check valve assembly.
- (c) Premises where material dangerous to health is handled in a manner which creates an actual or potential hazard shall protect the public system by an approved air gap or an approved reduced pressure principal backflow prevention assembly.
- (d) Premises where cross connections are controlled shall protect the public water supply by installing an approved air gap or an approved reduced pressure principle backflow prevention device at the service connection.
- (e) Premises where because of security requirements or other prohibitions it is impossible to complete an in plant cross connection inspection the public system shall be protected by an approved air gap or an approved reduced pressure principle backflow prevention assembly.

Premises which may fall into one or more of the above mentioned categories may be, but are not limited to the following:

(a) Beverage bottling plants;

- (b) Buildings hotels, apartments, public or private buildings, or other structures having actual potential cross connections;
- (c) Car wash facilities.
- (d) Chemical manufacturing, handling or processing plants.
- (e) Chemically contaminated water.
- (f) Dairies and cold storage facilities.
- (g) Film or photography processing laboratories.
- (h) Fire systems.
- (i) Hospitals, medical centers, morgues, mortuaries, autopsy facilities, clinics or nursing and convalescent homes.
- (j) Irrigation systems.
- (k) Laundries.
- (I) Metal cleaning, processing or fabricating plants.
- (m) Oil and gas production, storage or transmission facilities.
- (n) Packing or food processing plants.
- (o) Paper and paper products plants.
- (p) Power plants.
- (q) Radioactive materials plants or handling facilities.
- (r) Restricted or classified facilities.
- (s) Rubber plants.
- (t) Sand, gravel or asphalt plants.
- (u) Schools and colleges.
- (v) Sewage and storm drainage facilities and reclaimed water systems.
- (w) Solar heating systems.
- (x) Temporary service fire hydrants, air valves, blowoffs and other outlets.
- (y) Water front marinas.

(Ord. 596; Code 2003)

15-133. Installation.

Approved devices shall be installed at all fixtures and equipment where backflow or back-siphonage may occur and where a minimum air gap between the potable water outlet and the fixture or equipment flood-level rim cannot be maintained. Backflow and back-siphonage devices of all types shall be in an accessible location. Installation in pits or any other location not properly drained shall be prohibited, except that dual check valves may be installed in the meter box.

(a) Connections not subject to backpressure. Where a water connection is not subject to back pressure, a vacuum breaker shall be installed on the discharge side of the last valve on the line serving the fixture or equipment. A list of some conditions requiring protective devices of this kind are given in the following table titled Cross Connections Where Protective Devices are Required.

Cross Connections Where Protective Devices are Required and Critical Level (C-L) Settings for Vacuum Breakers

| FIXTURES OR EQUIPMENT | METHOD OF INSTALLATION |
|---------------------------------|--|
| Aspirators and ejectors | C-L at least 6 in. above flood level of receptacle served. |
| Dental units | On models without built-in vacuum breakersC-L at least 6 in. above flood level rim of bowl. |
| Commercial dishwashing machines | C-L at least 6 in. above flood level of machines. Installed on both hot and cold water supply lines. |
| Garbage can cleaning machines | C-L at least 6 in. above flood level of machine. Installed on both hot and cold water supply lines. |
| Hose outlets | C-L at least 6 in. above highest point on hose line |
| Commercial laundry machines | C-L at least 6 in. above flood level of machine. Installed on both hot and cold water supply lines. |
| Lawn sprinklers | C-L at least 6 in. above highest sprinkler head or discharge outlet. |
| Steam tables | C-L at least 6 in. above flood level rim. |
| Tanks and vats | C-L at least 6 in. above flood level rim or line. |

| Trough urinals | C-L at least 30 in. above perforated flush pipe. |
|----------------|--|
| Flush tanks | Equipment with approved ball cock, installed according to manufacturer's instructions. |
| Hose bibs | C-L at least 6-in. above flood level of receptacle served. |

(b) Connections Subject to Backpressure. Where a potable water connection is made to a line, fixture, tank, vat pump or other equipment with a hazard of backflow or backsiphonage where the water connection is subject to backpressure, and an air gap cannot be installed, the public works director may require the use of an approved reduced pressure principle backflow preventer. A partial list of such connections is shown in the following table "Partial List of Cross Connections Subject to Backpressure".

| PARTIAL LIST OF CROSS-CONNECTIONS SUBJECT TO BACKPRESSURE | | |
|---|-------------------------|--|
| Chemical lines | Pumps | |
| Dock water outlets | Steam lines | |
| Individual water supplies | Swimming pools | |
| Industrial process water | Tanks and Vats - bottom | |
| lines | inlets | |
| Pressure tanks | Hose bibs | |

- (c) Barometric Loop. Water connections where an actual or potential back-siphonage hazard exists may in lieu of devices specified above be provided with a barometric loop. Barometric loops shall provide the point of connection.
- (d) Dual Check Valve. Dual Check Valves may be installed at the meter. These valves shall be inspected and repaired not less than every third year. These valves shall be installed only in situations where the public works director is assured that the only contaminating substances are subject to backflow into the potable system.
- (e) Vacuum Breakers. Atmospheric vacuum breakers shall be installed with the critical level at least six (6) inches above the flood rim of the fixture they serve on the discharge side of the control valve to the fixture. No shut off valve or faucet shall be installed beyond the atmospheric vacuum breaker. Pressure vacuum breakers shall be installed with the critical level at least twelve (12) inches above the flood rim but may have control valves downstream from the vacuum breaker. For closed equipment or vessels

such as pressure sterilizers the top of the vessel shall be considered the discharge side of the pressure vacuum breaker.

(f) All post mix beverage machines will be installed with a reduce pressure zone (RPZ) backflow preventer on the incoming line to the post mix machine. Additionally, no piping containing copper shall be located downstream of the backflow preventer.

(Ord. 596; Code 2003; Code 2026)

15-134. Maintenance and repair.

It shall be the responsibility of the building and premises owners to maintain all backflow preventers and vacuum breakers within the building or on the premises in good working order and to make sure no piping or other arrangements have been installed for the purpose of bypassing backflow devices. Testing and repair of these devices should be made by qualified technicians and shall be filed by July 1. (Qualified technicians are those who have completed a KDHE approved training course and have passed a written examination such as the American Backflow Prevention Association device testers examination.) The public works director shall certify the device testers after ascertaining the technician meets the above qualifications. The public works director will also ensure the proper installation of all backflow preventers and will set appropriate testing and overhaul schedules for such devices. Testing intervals shall not exceed one (1) year and overhaul intervals shall not exceed five (5) years. Testing filing fees shall be provided for in Chapter 17. If a test report is not filed fourteen (14) days after the annual device test anniversary date by July 1, a monthly fine as provided for in Chapter 17 shall be added to the owner's utility statement until such time as the report is filed. If a report has not been filed by September 1 the water user will be given 60 days to file the report. If a report has not been filed within the 60 days, the water will be disconnected until such a time the report is received.

(a) Certified Tester/Repair Technicians. All certified tester/repair technicians shall be recertified at no less than three (3) year intervals.

(Ord. 596; Code 2003; Code 2019; Code 2026)

15-135. Penalties and fines.

The public works director shall notify the owner or authorized agent of the owner, of a building or premises in which there is found a violation of this article, of such violation. The public works director or his/her designee shall set a reasonable time for the owner to have the violation corrected. If the owner fails to correct the violation within the specified time the city shall cease delivery of water to the building or premises until the violation shall be satisfactorily corrected.

Violations of this article shall result in fines being imposed upon conviction thereof by the municipal court judge of the city.

(Ord. 596; Code 2003; Code 2026)

15-136. Care of water meters.

Customers shall be responsible for any accidental <u>of or</u> willful damage to water meters, their connections, meter box and cover, or associated equipment, whether by their own acts or those of others not in the employ of the city, and they shall protect the meter from freezing and hot water. In the event of accidental or willful damage from any of the causes herein mentioned, the customer shall promptly notify the department which shall make the necessary repairs and charge the same to the customer, which charge shall be billed and payable on the succeeding monthly bill. No trees, bushes, shrubs, fences, structures, or other obstructions shall be located within two feet of the meter box in order to keep the meter accessible. The city reserves the right to require check or relief valves to be installed upon all services as determined by the public works director or his/her designee.

- (a) When a request is made for water service, the contractor or water user shall have established a final grade for the meter box. Said elevation shall not be lower than the street elevation and shall not be in a drainage ditch or in a fenced in area.
- (b) Should the contractor or water user request an elevation change of the water meter box from its original elevation, then a fee of \$40 per adjustment will be charged to the customer and made payable on the next bill.

(Code 1971, Sec. 12-125; Code 2022; Code 2026)

15-137. Covering of manholes.

It shall be unlawful to cover or conceal or cause to be covered or concealed any city entry access covers with any type of debris such as dirt, grass, grass clippings, rocks, tree limbs, wood, scrap iron, cars. The covering of an access cover shall be a misdemeanor or hold the property owner liable for all damages resulting to the access cover or caused by preventing or delaying access to such cover in emergency situations when the property owner fences in the easement with their property and creates such violation.

(Code 2003)

15-138. Water fees due; delinquency.

Water bills for water service rendered by the city become due and payable at the office of the city clerk on the 1st of each month as specified on the billing date thereon at the office of the city clerk. Any bill which shall remain unpaid after the 20th of the month shall become

delinquent and a late charge of five percent (5%) of the bill shall accrue. When any water customer shall for any unjustified reason fail to pay when due any account for water service rendered, it shall be the duty of the city clerk to mail a delinquency notice to the customer. The delinquent customer shall have at least five (5) days, excluding Saturdays, Sundays, and legal holidays, from the date the notice was mailed to pay the delinquent account in full. The notice shall indicate:

- (a) The amount due, plus late charges;
- (b) The type of service and the date on which such service will be terminated if the amount due is not paid (to be at least five (5) days from the date of notice);
- (c) The customer's right to a hearing, if requested;
- (d) That such hearing must be requested in writing, filed with the city clerk, at least three (3) working days (Saturdays, Sundays and holidays excluded) before the date for termination. Upon receipt of a request for such hearing the city clerk shall immediately advise the applicant customer of the date and the time of the hearing.

The applicant, customer, and the city, may present such evidence as is pertinent to the issue, may be represented by counsel, may examine and cross-examine witnesses, but formal rules of evidence shall not be followed.

If the officer before whom the hearing is held shall find service should not be terminated, he or she shall so order and advise the city clerk. If the officer finds service should be terminated, he or she shall so order, and the customer shall be notified in person, posting notice on the premises by attaching a red tag or by mail, unless such order is made at the hearing in the presence of the customer. Extension of the termination date, up to ten (10) working days from the order, may be granted by the hearing officer for good cause shown.

Hearing may be conducted by any of the following officers: The public works director, the city clerk, the <u>director of governmental serviceschief administrative officer</u> or such hearing officer as may be appointed by the mayor. The decision of the hearing officer can be appealed to the governing body for review and the decision of the body shall be final when the matter shall have been heard by it.

(Ord. 551; Code 2003; Code 2026)

15-139. Water bill adjustment policy.

The director of public works-or his/her designee shall hear and determine adjustments of water bills in connection with leaks and/or defects in customer service lines within the city limits. The director of public works-or his/her designee have set forth a policy to adjust bills as heretofore

mentioned. The director of public works-or his/her designee is hereby authorized, upon approval of the governing body, to amend such policy from time to time as the best interest of the city and customers may appear or dictate.

Upon discovery of a leak existing within that portion of a property's water system for which the property owner is responsible, the City may immediately disconnect service or may serve a notice to repair the leak to the account holder by registered mail, personal notice, or by posting notice upon the property. If notice to repair is issued, such leak shall be repaired within seven (7) days of the date on the notice. Failure to repair the leak within seven (7) days as directed will result in the disconnection of water service. Service shall not be reconnected until the leak is repaired.

(Ord. 725; Code 2003; Code 2024)

15-140. Water meters; tested.

When a consumer requests that his or her water meter be tested for accuracy, the city shall replace said meter at no cost to the consumer if said meter, after testing, is found to be in faulty working condition and inaccurate. However, if the meter is found to be accurate and in good working condition, a service charge as set out in Chapter 17 shall be charged for each request within a one (1) year period, shall be made to the consumer by the public works director and be payable at the office of the city clerk and deposited in the appropriate funds of the city. The public works director shall maintain a permanent record of all water meters tested.

(Ord. 551; Code 2003; Code 2007)

15-141. Petty cash fund.

There is hereby established by the governing body a petty cash fund for the use of the water department. The fund shall be deposited in a depository bank of the city and paid out on checks drawn on such fund by the city clerk as provided by law.

(Code 1971, Sec. 12-129; Code 1984)

15-142. Additional regulations.

In cases that are not specifically provided for herein, the public works director is authorized to make special written rules or requirements which shall be binding upon the city and the water customers, the same as if incorporated herein, when the same shall have been approved by the governing body.

(Code 1971, Sec. 12-130)

15-143. Subdivision owners; request annexation.

When the owners of any subdivision or area, platted and developed for residential sites or planned for such development, shall request the governing body to annex such subdivision or area to the territorial limits of the city, such owners shall, at their own cost, construct or cause to be constructed, complete water distribution facilities that shall comply with all city codes and specifications for the entire subdivision or area so to be annexed and to convey and transfer to the city the ownership of and title to such water distribution facilities upon the acceptance by the city of the development plat and annexation of the subdivision or area involved.

(Code 1971, Sec. 12-131; Code 1984)

15-144. Application for connection to water system: accompanied by map.

All applicants for connection to the city's water system shall furnish to the city a detailed map of the proposed system sufficient to permit the city to know generally the nature of the user's system. This map will be submitted for a plan review and written approval by the public works director or his or her designee. At such time as the system is completed, the applicant shall provide a detailed engineering "as built" map at no cost to the city.

(Code 1984)

15-145. Subdivision owners; agreement with city.

The city will not hereafter annex to the city any subdivision or area platted and developed for residential sites or planned for such development without requiring the owners of such subdivision or area to enter into an agreement of the kind referred to in section 15-143 of this article.

(Code 1971, Sec. 12-132)

15-146. Water users to maintain connection with water and sewer system.

Any residence, family unit, dwelling unit, apartment or commercial building which is or shall be connected to the water system of the city and is connected to or shall be connected to the sewer system and sewage disposal facilities of the city shall maintain both the connection with the city's water system and the connection with the city's sewer system as long as such service is available, and the owner or occupant thereof shall remain liable for the payment of minimum water and minimum sewer fees and charges as established by the governing body.

(Code 1971, Sec. 12-133)

15-147. Water wells.

Nothing in this article shall prevent a customer of the city's municipal water system from using water from wells or other source for irrigation, the watering of lawns or gardens, or other use except household uses. The permit fee for water wells shall be as set out in Chapter 17.

(Code 1971, Sec. 12-134; Code 1984; Code 2007)

15-148. Commingling of water; water system, private sources; unlawful.

No residence or customer of the city's water system may create any system of water piping, water connections or cross connections within or outside a dwelling which will in any way permit the commingling of water from the city's water system with any water obtained from other sources.

(Code 1971, Sec. 12-135)

15-149. Water use restricted or stopped.

The city reserves the right to restrict or prohibit the use of water and to specify the purposes for which it may be used whenever the public works director determines the public exigency so requires.

(Code 1971, Sec. 12-136; Code 1984)

15-150. Emergency water rationing; imposing restrictions.

Whenever the governing body, upon the recommendation of the public works director, determines that water use must be restricted or prohibited, they shall forthwith issue a proclamation of emergency through the news media and use other appropriate methods of making public the proclamation.

(Code 1971, Sec. 12-137; Code 1984)

15-151. Water rationing; water restrictions.

In the event a proclamation of emergency is issued, water usage will be restricted or prohibited first for uses in the following priority:

- (a) Watering lawns, gardens, trees, shrubs, plants, and watering outside dwellings for such purposes as car, boat or trailer washing or washing exterior of dwellings;
- (b) Industrial uses of water, including but not limited to car wash operations and packing plant operations;
- (c) Business uses other than industrial;
- (d) Home uses other than those set forth in subsection (a).

(Code 1971, Sec. 12-138; Code 1984)

15-152. Fire hydrant location.

Fire hydrants shall be located no further than seven (7) feet from the curb line of the street and the height of the lowest discharge cap shall be no lower than fifteen (15) inches from the finished grade of the ground.

(Code 1984)

15-153. Penalty.

Any person, firm or corporation who shall violate any of the provisions of this article, shall upon conviction thereof be fined in accordance with the provisions in this code in section 1-121.

(Code 1971, Sec. 12-139; Code 1984; Code 2003)

15-154. Liability.

The city shall not be liable to the property owner for any damage to any items or constructed material located on the public right-of-way when such damage is caused by or results in whole or in part from construction, reconstruction, repair or maintenance work, performed by city forces.

Article 2. Water Rates

15-201. Rates for water service.

Charges for water used from the municipal waterworks and distribution system shall be as set out in Chapter 17.

(Ord. 348-B; Ord. 349-A; Ord. 538; Ord. 556-A; Code 2003; Code 2007)

15-202. Businesses close together; one meter.

When businesses which are closely related to each other are carried on at one location or adjoining locations by a corporation, co-partnership, individual, or managed by one manager and are supplied with water by one meter, each business shall be considered as one business and there shall be one minimum charge made for each unit.

(Code 1971, Sec. 12-202)

15-203. Family units; apartments.

For the purpose of this article, family unit or dwelling unit, or apartment shall be charged a minimum fee for water service only when there is plumbing or sewer connections to the premises so used as a family unit or dwelling unit, business unit or apartment.

(Code 1971, Sec. 12-203)

15-204. Trailer camps; tourist.

When water is supplied through one master meter for a licensed commercial tourist or transit service such as house trailer camps, temporary house trailer parks, and such similar locations the proprietor or manager of such house trailer camp or park may establish an average consumption by written agreement with the city clerk and the minimum charge provided for in section 15-201 and as set out in Chapter 17.

(Code 1971, Sec. 12-204; Code 2003; Code 2007)

15-205. Water meters; number needed.

The duty for determining the number of separate family or dwelling units, business units, or apartments supplied by one meter shall be upon the public works director who shall at such time as he or she sees fit, upon presenting the statements for the monthly meter readings to the city clerk for billing, therefore shall furnish the city clerk with a statement upon such consumers as he or she feels should be charged more than one minimum as provided for in section 15-201 and as set out in Chapter 17.

(Code 1971, Sec. 12-205; Code 2003)

15-206. Separate meter installation for business units or dwellings.

Any consumer of water may have a separate meter installed for any such separate family or dwelling unit, business unit or apartment that he or she may so desire. When separate meter installation is made it shall be governed by the provisions of the installation of meters as provided for by other laws of the city.

(Code 1971, Sec. 12-206)

15-207. Water bill.

The foregoing charges shall be payable upon bills rendered each month by the city clerk in accordance with the rules and regulations therefore as provided in this article.

(Code 1971, Sec. 12-207)

15-208. Rights reserved.

The city reserves the right to change the foregoing rates.

(Code 1971, Sec. 12-208; Code 1984)

15-209. Special water rates.

The foregoing rates are fixed subject to the authority of the governing body to enter into special contracts for the supply of water to industrial and other large users of water. The governing body may authorize the public works director to contract for the sale of water without metering the same at a rate to be fixed by the gallon, barrel or tank wagon loads. The city clerk shall collect all sums due for the sale of unmetered water and shall account monthly for such sums.

(Code 1971, Sec. 12-209)

Article 3. Sewer Regulations

15-301. Definitions.

Unless the context specifically indicates otherwise, the meaning of terms used in this article shall be as follows:

- (a) <u>Sewage Works:</u> Shall mean all facilities for collecting, pumping, treating and disposing of sewage.
- (b) <u>Director:</u> Shall mean the public works director of the city or his/her authorized deputy, designee or representative.
- (c) <u>Sewage:</u> Shall mean a combination of the water-carried wastes from residences, business buildings, institutions and industrial establishments.
- (d) Sewer: Shall mean a pipe or conduit for carrying sewage.
- (e) <u>Public Sewer:</u> Shall mean a sewer in which all owners of abutting properties have equal rights, and is controlled by public authority.
- (f) <u>Combined Sewers:</u> Meaning sewers receiving both surface runoff and sewage, are not permitted.
- (g) <u>Sanitary Sewer:</u> Shall mean a sewer which carries sewage and to which storm, surface and ground waters are not intentionally admitted.
- (h) <u>Storm Sewer or Storm Drain:</u> Shall mean a sewer which carries storm and surface waters and drainage, but excludes sewage and polluted industrial wastes.
- (i) <u>Sewage Treatment Plant:</u> Shall mean any arrangement of devices and structures used for treating sewage.
- (j) <u>Industrial Wastes:</u> Shall mean the liquid wastes from industrial processes as distinct from sanitary sewage.
- (k) <u>Garbage:</u> Shall mean solid wastes from preparation, cooking and dispensing of food and from the handling, storage and sale of produce.
- (I) <u>Properly Shredded Garbage:</u> Shall mean the wastes from the preparation, cooking and dispensing of food that have been shredded to such degree that all particles will be carried freely under the flow conditions normally prevailing in public sewers, with no particle greater than one-half inch in any dimension.
- (m) <u>Building Drain:</u> Shall mean that part of the lowest horizontal piping of a drainage system which receives the discharge from soil, waste, and other drainage pipes inside

the walls of the building and conveys it to the building sewer, beginning five feet outside the innerface of the building wall.

- (n) <u>Building Sewer:</u> Shall mean the extension from the building drain to the public sewer or other place of disposal.
- (o) <u>B.O.D.</u> (denoting Biochemical Oxygen Demand): Shall mean the quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedure in five (5) days at twenty (20) degrees centigrade, expressed parts per million by weight.
- (p) <u>PH</u>.: Shall mean the logarithm of the reciprocal of the weight of hydrogen ions in grams per liter of solution.
- (q) <u>Unit:</u> Shall mean that portion or portions of a property which is used or designed for use as a single family dwelling place, business, commercial, fraternal, religious or other facility.
- (r) <u>Suspended Solids or "SS":</u> Shall mean solids that either float on the surface of, or are removable by laboratory filtering.
- (s) <u>Natural Outlet:</u> Shall mean any outlet into a watercourse, pond, ditch, lake or other body of surface or ground water.
- (t) <u>Watercourse:</u> Shall mean a channel in which a flow of water occurs, either continuously or intermittently.
- (u) <u>Person:</u> Shall mean any individual, firm, company, association, society, corporation or group.
- (v) Shall is mandatory; May is permissive.
- (w) <u>Normal Domestic Wastewater</u>: Shall mean wastewater that has a BOD concentration of not more than 300mg/l and a suspended solids concentration of not more than 350mg/l.
- (x) <u>Operation and Maintenance:</u> Shall mean all expenditures during the useful life of the treatment works for materials, labor, utilities and other items which are necessary for managing and maintaining the sewage works to achieve the capacity and performance for which such works were designed and constructed.
- (y) <u>Replacement:</u> Shall mean expenditures for obtaining and installing equipment, accessories or appurtenances which are necessary during the useful life of the treatment

works to maintain the capacity and performance for which such works were designed and constructed. The term operation and maintenance includes replacement.

- (z) Treatment Works: Shall mean any devices and systems for the storage, treatment, recycling and reclamation of municipal sewage, domestic sewage or liquefied industrial wastes. These include intercepting sewers, outfall sewers, sewage collection systems, individual systems,, pumping, power and other equipment and their appurtenances; extensions improvement, remodeling, additions and alterations thereof; elements essential to provide a reliable recycled supply such as standby treatment units and clear well facilities; and any works, including site acquisition of the land that will be an integral part of the treatment process or is used for ultimate disposal of residues resulting from such treatment (including land for composting sludge, temporary storage of such compost, and land used for the storage of treated wastewater in land treatment systems before land application); or any other method or system for preventing, abating, reducing, storing, treating, separating or disposing of municipal waste or industrial waste, including waste in combined storm water and sanitary water and sanitary sewer systems.
- (aa) <u>Useful Life:</u> Shall mean the estimated period during which a treatment works will be operated.
- (bb) <u>Water Meter:</u> Shall mean a water volume measuring and recording device, furnished and/or installed by the city or furnished and/or installed by others approved by the city.
- (cc) <u>Slug:</u> Shall mean any discharge of water, sewage or industrial wastes which in concentration of any given constituent or in quantity of flow exceeds for any period of duration longer than fifteen (15) minutes more than five times the average of twenty-four (24) hour concentration or flows during normal operation.
- (dd) <u>Contributor</u>: Shall mean each housing unit, business, building, parcel of real estate or other unit which contributes waste water to the city sewer system and which is assessed a monthly base sewer fee and a monthly user charge.
- (ee) <u>Subsidized High Density Residential Contributor</u>: Shall mean any contributor to the city's treatment works, who resides in a building in which exceeds four (4) floors above street grade and where said building is used for the purpose of providing low income living quarters for those persons qualifying for the same.
- (ff) <u>User Charge:</u> Shall mean that portion of the total wastewater service charge which is levied in a proportional and adequate manner for the cost of operation, maintenance and replacement of the wastewater treatment works.

(gg) <u>User:</u> Shall mean a contributor of wastewater to the city's treatment works by way of connection to the city's sewage system.

(Code 1971; Code 1984; Ord. 750; Code 2003)

15-302. Unlawful deposits upon property.

It shall be unlawful for any person to place, deposit, or permit to be deposited in an unsanitary manner upon public or private property within the city, or in any area under the jurisdiction of said city, any human or animal excrement, garbage, or other objectionable waste.

(Code 1971, Sec. 9-102)

15-303. Unlawful discharge; natural outlet.

It shall be unlawful to discharge to any natural outlet within the city, or in any areas under the jurisdiction of the city, any sanitary sewage, industrial wastes, or other polluted waters, except where suitable treatment has been provided in accordance with subsequent provisions of this article.

(Code 1971, Sec. 9-103)

15-304. Construction of privy unlawful.

Except as hereinafter provided, it shall be unlawful to construct or maintain any privy, privy vault, septic tank, cesspool, or other facility intended or used for the disposal of sewage.

(Code 1971, Sec. 9-104; Code 1984)

15-305. Clean out.

When a building drain (sewer) is installed or replaced in the city an approved clean out shall also be installed within two (2) feet of the exterior structure. When the flow line of a sewer is greater than four (4) feet below grade, the clean out shall be installed with a combination fitting, wye and 1/8th bend, or other approved fittings which assure directional entry into the sewer. When such sewers installed in areas within the city, which have clay sewer mains, new sewer taps shall be made with the use of a core drill bit and shall provide a coupon of the pipe. Such coupon shall be made available at the time of inspection.

(Code 2004)

15-306. Connection to sanitary sewer required.

The owner of all houses, buildings or properties used for human occupancy, employment, recreation, or other purpose, situated within the city and abutting any street, alley or right-ofway in which there is now located or may in the future be located a public sanitary sewer of the

city, is hereby required at the owner's expense to install suitable toilet facilities therein, and to connect such facilities directly with the proper public sewer in accordance with the provisions of this article, within ninety (90) days after date of official notice to do so if the public sewer is within one-hundred (100) feet of the property line.

(Code 1971, Sec. 9-105; Code 2003)

15-307. Sewer system tap fee.

The city clerk is hereby authorized and directed to collect a fee as set out in Chapter 17 for any connection by any person, persons, business or organization into the sewer system of Haysville. This fee is to be paid at the time application is made.

(Ord. 406; Sec. 1; Ord. 406-A; Code 2003; Code 2007)

15-308. Construction of article: health officer.

No statement contained in this article shall be construed to interfere with any additional requirements that may be imposed by the health officer.

(Code 1971, Sec. 9-113)

15-309. Permit: alter public sewer.

No unauthorized person shall uncover, make any connections with or opening into, use, alter, or disturb any public sewer or appurtenance thereof without first obtaining a written permit from the public works director.

(Code 1971, Sec. 9-113)

15-310. Classes of plumbing permits for constructing building sewers: fee.

There shall be three classes of plumbing permits for constructing a building sewer:

- (a) Residential;
- (b) Commercial service; and
- (c) Service to establishments producing industrial wastes.

The applicant shall make application on a special form furnished by the city. The permit application shall be supplemented by any plans, specifications, or other information considered pertinent in the judgment of the public works director. A permit and inspection fee as set out in Chapter 17 for residential, for an industrial plumbing permit for constructing a building sewer shall be paid to the city clerk at the time the application is filed.

(Code 1971, Sec. 9-114; Code 2003)

15-311. Installation, connection to building sewers; expense by owner.

All costs and expense of the installation and connection of the building sewer shall be borne by the owner. The owner shall indemnify, hold harmless and defend the city from any loss or damage that may directly or indirectly be occasioned by the installation of the building sewer.

(Code 1971, Sec. 9-115; Code 2003)

15-312. Separate sewers.

In accordance with the plumbing chapter of this code a separate and independent building sewer shall be provided for every building; except where one building stands at the rear of another on an interior lot and no private sewer is available or can be constructed to the rear building through an adjoining alley, court, yard, or driveway, the building sewer from the front building may be extended to the rear building and the whole considered as one building sewer and except for duplexes which shall have one building sewer for each dwelling unit.

(Code 1971, Sec. 9-116; Code 1984)

15-313. Use of old building sewers.

Old building sewers may be used in connection with new buildings only when they are found, on examination and test by the city engineer, to meet all requirements of this article.

(Code 1971, Sec. 9-117)

15-314. Building sewer material.

- (a) All materials used in building sewers shall be in accordance with the current plumbing code of the city of Haysville.
- (b) When the building sewer to a structure is replaced and the measured, developed length is 50% (Fifty percent) or more, the entire length of building sewer shall be replaced, and, if the tap onto the city main is in question, exposing the tap by the licensed contractor shall be required for visual inspection of said tap by the Public Works Director, or his/her designee.

(Code 1984; Code 2025)

15-315. Connection into public sewer.

The connection of the building sewer into the public sewer shall be made in the "Y" branch, if such branch is available at a suitable location. Where the public sewer is twelve (12) inches in diameter or less, and no properly located "Y" branch is available as verified by the public works director, the owner shall at his or her expense have installed a "Y" branch an approved fitting or

a tap through the use of a polyvinylchloride (PVC) pre-formed saddle with stainless steel straps and screws adhered to the public sewer with required, listed PVC adhesive, approved by the public works director as approved in this code, to in the public sewer at the an approved location specified by the public works director. Where the public sewer is greater than twelve (12) inches in diameter, and no properly located "Y" branch is verified as being available by the public works director, a neat hole may be made in the public sewer to receive the building sewer, with entry in the downstream direction at an angle of about 45 degrees. A 45 degree ell may be used to make such connection, with the spigot end cut so as not to extend past the inner surface of the public sewer. shall require an approved tap fitting be installed. The invert of the building sewer at the point of connection shall be at the same or at a higher elevation than the invert of the public sewer. A smooth, neat joint shall be made, and the connection made secure and watertight by encasement in concrete. Special fittings may be used for the connection only when approved by the public works director or his/her designee.

(Code 1971, Sec. 9-124; Code 2003; Code 2020)

15-316. Inspection of building sewer.

The applicant for the plumbing permit to construct a building sewer shall notify the public works director when the building sewer is ready for inspection and connection to the public sewer. The connection shall be made under the supervision of the public works director or his or her designee.

(Code 1971, Sec. 9-125; Code 2003)

15-317. Excavations; barricades, lights.

All excavations for building sewer installation shall be adequately guarded with barricades and lights so as to protect the public from hazard. Streets, sidewalks, parkways and other public property disturbed in the course of the work shall be restored in a manner satisfactory to the city.

(Code 1971, Sec. 9-126)

15-318. Storm water not dischargeable into sanitary sewer.

No person shall discharge or cause to be discharged any storm water, surface water, ground water, roof runoff, subsurface drainage, cooling water or unpolluted industrial process waters to any sanitary sewer.

(Code 1971, Sec. 9-127; Code 2003)

15-319. Covering of manholes.

It shall be unlawful to cover or cause to be covered or concealed any city entry access covers with any type of debris such as dirt, grass, grass clippings, rocks, tree limbs, wood, scrap iron, cars. The covering of an access cover shall be a misdemeanor or hold the property owner liable for all damages resulting to the access cover or caused by preventing or delaying access to such cover in emergency situations when the property owner fences in the easement with their property and creates such violation.

(Code 2003)

15-320. Storm water into storm sewers.

Storm water and all other unpolluted drainage shall be discharged to storm sewers, or to a natural outlet approved by the public works director. Industrial cooling water or unpolluted process waters may be discharged, upon approval of the public works director, to a storm sewer, or natural outlet. In no case does this authorize any city sanction of illegal procedures or practices which may be in violation of State Water Pollution Statutes or Kansas State Board of Health regulations.

(Code 1971, Sec. 9-128)

15-321. Unlawful discharge; storm sewer; penalty.

No person, persons, business or other entity shall discharge or place or cause to be discharged or placed into any public storm sewer, any substance or obstruction other than storm water and surface runoff water. Any person, persons or business found in violation of this section, shall be guilty of a misdemeanor, and upon conviction thereof shall be fined in an amount not exceeding \$1,000 for each violation; each day in which such violation shall continue shall be deemed a separate offense. Any person in violation of this section shall become liable to the city for any expense, loss or damage occasioned to the city by reason of such violation.

(Ord. 398; Ord. 648)

15-322. Unlawful discharges.

No person shall discharge or cause to be discharged any of the following described waters or waste to any public sewers:

- (a) Any gasoline, benzene, naphtha, fuel oil, or other flammable or explosive liquid, solid, or gas.
- (b) Any waters or wastes containing toxic or poisonous solids, liquids, or gases in sufficient quantity, either singly or by interaction with other wastes, to injure or interfere with any sewage treatment process, constitute a hazard in the receiving waters of the

sewage treatment plant, including but not limited to cyanides in excess of two mg/l as CN in the wastes as discharged to the public sewer.

- (c) Any water or wastes having a PH lower than 5.5, or having any other corrosive property capable of causing damage or hazard to structures, equipment, and personnel of the sewage works.
- (d) Solid or viscous substances in quantities or of such size capable of causing obstruction to the flow in sewers, or other interference with the proper operation of the sewage works such as, but not limited to, ashes, cinders, sand, mud, straw, shavings, metal, glass, rags, feathers, tar, plastics, wood, unground garbage, whole blood, paunch manure, hair and fleshings, entrails and paper dishes, cups, milk containers, etc., either whole or ground by garbage grinders.
- (e) Depositing any such substance into the City's sanitary sewage system is hereby declared a nuisance in accordance with Chapter 7 of this Code. The Director of Public Works, or such Director's designee, may require any party owning or leasing property from which prohibited substances are being discharged into the City's sewers, sewage treatment plant, or any part of the sanitary sewer system, to obtain the services of an independent lab to test such wastewater emissions to determine the products discharged into the city's sanitary sewer system and the levels of such discharges. The independent lab must be instructed to provide a copy of any results directly, and immediately, to the Director of Public Works of the City of Haysville, Kansas. Failure to obtain the required tests within the amount of time allowed for by the Director may result in the City turning off water service to such property. All costs associated with such testing shall be paid by the party obtaining such testing. If the property owner or lessee refuses to obtain such testing, the City may obtain such testing, and charge such costs back to the property owner in accordance with Chapter 7 of this Code.

(Ord. 470; Code 2015)

15-323. Same.

No person shall discharge or cause to be discharged the following described substances, materials, waters, or wastes if it appears likely in the opinion of the public works director that such wastes can harm either the sewers, sewage treatment process, or equipment, have an adverse effect on the receiving stream, or can otherwise endanger life, limb, public property, or constitute a nuisance. In forming his or her opinion as to the acceptability of these wastes, the public works director will give consideration to such factors as the quantities of subject wastes in relation to flows and velocities in the sewers, materials of construction of the sewers, nature

of the sewage treatment process, capacity of the sewage treatment plant, and other pertinent factors. The substances prohibited are:

- (a) Any liquid or vapor having a temperature higher than 150EF (65EC).
- (b) Any water or wastes containing fats, wax, grease or oils, whether emulsified or not, in excess of 100 mg/l or containing substances which may solidify or become viscous at temperatures between 32 and 150EF (0 and 65EC).
- (c) Any garbage that has not been properly shredded. The installation and operation of any garbage grinder equipped with a motor of 3/4 horsepower (0.76 hp metric) or greater shall be subject to the review and approval of the public works director.
- (d) Any waters or wastes containing strong acid iron pickling wastes, or concentrated plating solutions whether neutralized or not.
- (e) Any waters or wastes containing iron, chromium, copper, zinc, and similar objectionable or toxic substances; or wastes exerting an excessive chlorine requirement, to such degree that any such material received in the composite sewage at the sewage treatment works exceeds the limits established by the public works director for such materials.
- (f) Any waters or wastes containing phenols of other taste or odor-producing substances, in such concentrations exceeding limits which may be established by the public works director as necessary, after treatment of the composite sewage, to meet the requirements of state, federal, or other public agencies of jurisdiction for such discharge to the receiving waters.
- (g) Any radioactive wastes or isotopes of such half-life or concentration as may exceed limits established by the public works director in compliance with applicable state or federal regulations.
- (h) Any waters or wastes having a PH in excess of 9.5.
- (i) Materials which exert or cause:
 - (1) Unusual concentrations of inert suspended solids (such as, but not limited to, Fullers earth, lime slurries, and lime residues) or of dissolved solids (such as, but not limited to, sodium chloride or sodium sulfate).
 - (2) Excessive discoloration (such as, but not limited to, dye wastes and vegetable tanning solutions).

- (3) Unusual BOD, chemical oxygen demand, or chlorine requirements in such quantities as to constitute a significant load on the sewage treatment works.
- (4) Unusual volume of low or concentration of wastes constituting "slugs" as defined herein.
- (j) Waters or wastes containing substances which are not amenable to treatment or reduction by the sewage treatment processes employed, or are amenable to treatment only to such degree that the sewage treatment plant effluent cannot meet the requirements of other agencies having jurisdiction over discharge to the receiving waters.
- (k) Any waters or wastes having (1) a five-day BOD greater than 300 parts per million by weight, or (2) containing more than 350 parts per million by weight of suspended solids, or (3) having an average daily flow greater than two percent (2%) of the average sewage flow of the city, shall be subject to the review of the public works director. Where necessary in the opinion of the public works director the owner shall provide, at his or her expense, such preliminary treatment as may be necessary to (1) reduce the biochemical oxygen demand to 300 parts per million by weight, or (2) reduce the suspended solids to 350 parts per million by weight, or (3) control the quantities and rates of discharge of such waters or wastes. Plans, specifications, and any other pertinent information relating to proposed preliminary treatment facilities shall be submitted for the approval of the public works director and no construction of such facilities shall be commenced until the approvals are obtained in writing.

(Ord. 470, Art. V, Sec, 4)

15-324. Minimum diameter.

No building sewer, drain or private sewer shall be less than four (4) inches in diameter. Larger sizes shall be used when the calculated volume of sewage will require larger sizes. The current plumbing code shall be used to calculate any required volumes, but in no case shall the diameter of the building sewer be less than that of the soil pipe which is stubbed out from the building.

15-325. Violations, penalties.

Violations of any provision of this Chapter shall be addressed in accordance with Section 15-421 of this Chapter, unless a specific penalty provision shall have been made applicable to any specific section of this Chapter.

(Code 2003; Code 2015)

15-326. Liability.

The city shall not be liable to the property owner for any damage to any items or constructed material located on the public right-of-way when such damage is caused by or results in whole or in part from construction, reconstruction, repair or maintenance work, performed by city forces.

(Code 2022)

Article 4. Private Disposal System

15-401. Prohibited substances.

If any waters or wastes are discharged, or are proposed to be discharged to the public sewers, which waters contain substances or possess characteristics which in the judgment of the public works director, may have a deleterious effect upon the sewage works, processes, equipment, or receiving waters, or which otherwise create a hazard to life or constitute a public nuisance, the public works director may:

- (a) Reject the wastes,
- (b) Require pretreatment to an acceptable condition for discharge to the public sewers;
- (c) Require control over the quantities and rates of discharge;
- (d) Require payment to cover the added cost of handling and treating the wastes not covered by existing taxes or sewer charges under the provisions of 15-416.

If the public works director permits the pretreatment or equalization of waste flows, the design and installation of the plants and equipment shall be subject to review and approval of the public works director, and subject to the requirements of all applicable codes, ordinances and laws.

(Ord. 470, Ord. 648; Art. V, Sec. 5, Code 2004)

15-402. Reserved.

(Ord. 470, Art. V, Sec. 6; Code 2022)

15-403. Tap to sanitary sewers.

Where a public sanitary sewer is not available under the provisions of this chapter, the building sewer may be connected to a private sewage disposal system complying with the provisions of this article and with written approval of the public works director.

(Code 1971, Sec. 9-106; Code 1984)

15-404. Sewer system; cost of installation, code compliance.

The cost and expense of the installation and connection must be borne by the owner. Such installation and connection must comply with all the provisions of this code and all other applicable regulations and laws. The tap fee shall be as set out in Chapter 17.

(Ord. 406, Sec. 2; Code 2003; Code 2007)

15-405. Sewer system installation.

Any installation as provided for by this article shall be made by persons licensed to perform such work in the city and the owner shall indemnify, defend and hold harmless the city from any loss or damage that may directly or indirectly be occasioned by the installation of the sewer tap and connection.

(Ord. 406, Sec. 3; Code 2003)

15-406. Sewer system, final inspection.

The sewer connection shall not be covered by any material until a final inspection has been made by the public works director or his or her authorized designee and written permission has been given to cover such connections to the sewer system.

(Ord. 406, Sec. 4)

15-407. Permit required.

Before commencement of construction of a private sewage disposal system the owner shall first obtain a written permit signed by the public works director. The application for such permit shall be made on a form furnished by the city, which the applicant shall supplement by any plans, specifications, and other information as are deemed necessary by the public works director. A permit and inspection fee as set out in Chapter 17 shall be paid to the city at the time the application is filed.

(Ord. 470, Art. III, Sec. 2; Code 2003)

15-408. Same.

A permit for a private sewage disposal system shall not become effective until the installation is completed to the satisfaction of the public works director. He or she shall be allowed to inspect the work at any stage of construction and, in any event, the applicant for the permit shall notify the public works director when the work is ready for final inspection, and before any underground portions are covered. The inspection shall be made within twenty-four (24) hours of the receipt of notice by the public works director provided that the twenty-four (24) hour notice will allow the inspection to occur during normal working hours.

(Ord. 470, Art, III, Sec. 3)

15-409. System; compliance with county health department.

The type, capacities, location, layout and lot area for construction of private sewage disposal systems shall comply with all recommendations and requirements of the Sedgwick County Community Health Department and the State Department of Health and Environment. No permit shall be issued for any private sewage disposal system employing subsurface soil

absorption facilities where the area of the lot is less than 20,000 square feet. No septic tank or cesspool shall be permitted to discharge into any public sewer or natural outlet.

(Code 1971, Sec. 9-109, Ord. 470, Art. III, Sec. 4; Code 2003)

15-410. Connection to public sewer required when available.

At such time as a public sewer becomes available to a property served by a private sewage disposal system, a direct connection shall be made to the public sewer in compliance with this article, and any septic tanks, cesspools, and similar private sewage disposal facilities shall be abandoned, cleaned of sludge and filled with gravel or dirt, Provided that the waste produced can be processed by the wastewater treatment facility as determined by the public works director.

(Code 1971, Sec. 9-110; Ord. 470, Art. III, Sec. 5)

15-411. Construction standards for septic system absorption, and other private sewage facilities.

There is hereby adopted by reference by the city of Haysville, Kansas, for the purpose of establishing standards for the safety, health, and public welfare, the construction standards for septic system absorption fields, and other private sewage facilities, all such regulations as promulgated by, and adopted by, Sedgwick County, Kansas, the most recent version of which became effective within the unincorporated portions of Sedgwick County, Kansas, on June 20, 2014, to be applied where such systems are permitted within the city of Haysville, Kansas. One copy of construction standards for septic system absorption fields, and other private sewage facilities, as promulgated by Sedgwick County, Kansas, shall be filed in the office of the city clerk and are hereby adopted and incorporated as if fully set out herein at length as authorized in the manner provided by K.S.A. 12-3009, et seq.

(Ord. 882)

15-412. Operate private sewage facilities at own expense.

The owner shall operate and maintain the private sewage disposal facilities in a sanitary manner at all times, at no expense to the city. Private sewage facilities are all such facilities regulated pursuant to those standards adopted in 15-411 above, and include: septic systems and laterals, sewage lagoons, advanced wastewater systems, remediation units. Owners of property upon which private sewage facilities are to be located, or upgraded, shall sign an easement and restrictive covenant with the City, in conformance to the regulations adopted in 15-411 above, prior to receiving a permit for such construction.

(Code 1971, Sec. 9-111; Ord. 470, Art. III, Sec. 6)

15-413. Pre-treatment.

Where preliminary treatment or flow-equalizing facilities are provided for any waters or wastes, they shall be maintained continuously in satisfactory and effective operation by the owner at his or her expense.

(Ord. 470, Art. V, Sec. 7)

15-414. Manhole required.

When required by the public works director, the owner of any property serviced by a building sewer carrying industrial wastes shall install a suitable control manhole together with such necessary meters and other appurtenances in the building sewer to facilitate observation, sampling, and measurement of the wastes. Such manhole shall be installed by the owner at his or her expense, and shall be maintained by him or her. It is unlawful to cover or conceal manholes.

(Ord. 470, Art. V, Sec. 8; Code 2003)

15-415. Tests; analysis.

All measurements, tests, and analyses of the characteristics of waters and wastes to which reference is made in this chapter shall be determined in accordance with the 18th edition of "Standard Methods for the Examination of Water and Wastewater," published by the American Public Health Association, and shall be determined at the control manhole provided, or upon suitable samples taken at the control manhole. In the event that no special manhole has been required, the control manhole shall be considered to be the nearest downstream manhole in the public sewer to the point at which the building sewer is connected. Sampling shall be carried out by customary accepted methods to reflect the effect of constituents upon the sewage works and to determine the existence of hazards to life, limb and property. The particular analyses involved will determine whether a grab sample or samples should be taken. Normally, but not always, BOD and suspended solids analyses are obtained from twenty-four (24) hour composites of all outfalls whereas PH are determined from periodic grab samples.

(Ord. 470, Art. V, Sec 9; Code 2003)

15-416. Special agreements.

No statement contained in this article shall be construed as preventing any special agreement or arrangement between the city and any industrial concern whereby an industrial waste of unusual strength or character normally requiring pretreatment before acceptance may be accepted by the city for treatment, subject to payment therefore, by the industrial concern.

(Ord. 470, Art. V, Sec. 10)

15-417. Protection from damage.

No person shall maliciously, willfully, or negligently break, damage, destroy, uncover, deface or tamper with any structure, appurtenance, or equipment which is a part of the municipal sewage works. Any person or entity violating this section shall be subject to criminal prosecution therefore and liable for payment of any damages caused by such violations.

(Ord. 470, Art. V, Sec. 10; Code 2003)

15-418. Right of entry; inspections.

The public works director and other duly authorized employees of the city bearing proper credentials and identification shall be permitted to enter all properties for the purposes of inspection, observation, measurement, sampling and testing in accordance with the provisions of this article, and such persons shall be authorized to make application to a court of competent jurisdiction ordering that such access be provided should such access be denied. The public works director or his or her representatives shall have no authority to inquire into any process including metallurgical, chemical, oil, refining, ceramic, paper, or other industries beyond that point having a direct bearing on the kind and source of discharge to the sewers or waterways or facilities for waste treatment.

(Ord. 470, Art. VII, Sec. 1; Code 2003)

15-419. Same.

While performing the necessary work on private properties referred to in section 15-418, the public works director or duly authorized employees of the city shall observe all safety rules applicable to the premises established by the company and the company shall be held harmless for injury or death to the city employees and the city shall indemnify the company against loss or damage to its property by city employees and against liability claims and demands for personal injury or property damage asserted against the company and growing out of the gauging and sampling operation, except as such may be caused by negligence or failure of the company to maintain safe conditions as required by section 15-413.

(Ord. 470, Art. VII, Sec. 2)

15-420. Same.

The public works director and other duly authorized employees of the city bearing proper credentials and identification shall be permitted to enter all private properties through which the city holds an easement for the purposes of, but not limited to, inspection, observation, measurement, sampling, repair, and maintenance of any portion of the sewage works lying within the easement, and such persons shall be authorized to make application to a court of

competent jurisdiction ordering that such access be provided should such access be denied. All entry and subsequent work, if any, on the easement shall be done in full accordance with the terms of the duly negotiated easement pertaining to the private property involved.

(Ord. 470, Art. VII, Sec. 3; Code 2003)

15-421. Violations and penalties.

- (a) Any person who shall violate the provisions of this Chapter or shall fail to comply with any of the requirements thereof, or who shall act in violation of the approved plan or directive of an official or of a permit or certificate issued under the provisions of this code shall be guilty of a misdemeanor and shall be punished by a fine of not more than \$500.00 for each violation or thirty (30) day confinement in the county jail for each violation or by both such fine and imprisonment, unless a specific penalty provision shall have been made applicable to any specific section of this Chapter. Each day of violation shall be a separate violation. Furthermore, such person may be required to repair or correct any violation and pay all costs associated therewith.
- (b) Penalty Clause Not Exclusive. The imposition of the penalties herein prescribed shall not preclude the city from instituting an appropriate action to restrain, correct, or abate a violation of this article, and specific authority for such is hereby granted to take any action or imposing any penalty allowed by the State law, this article or any provision of this code.

(Code 1971, Sec. 9-139; Code 1984, Ord. 882; Code 2015)

15-422. Enforcement.

Enforcement of this code within the boundaries of the city shall be by the code enforcement official(s) designated by the City, and jurisdiction for prosecution of any violations of this code shall be in the Haysville Municipal Court.

(Ord. 882)

15-423. Liability.

Requirements of this code and article in force shall not be construed as imposing on the city, its officers, agents, or employees, any liability or responsibility for any damages to any property or any injury to any person due to defective installation or any other reason.

(Ord. 882)

Article 5. Wastewater Rates

15-501. Charges established.

It is determined and declared to be necessary and conducive to the protection of the public health, safety, welfare and convenience of the city to collect charges from all users who contribute wastewater to the city's treatment works. The proceeds of such charges so derived will be used for the purpose of operating and maintaining the public wastewater treatment works.

(Ord. 450, Art. I)

15-502. Same.

The user charge system shall generate adequate annual revenues to pay costs of annual operation and maintenance including replacement which the city may by ordinance designate to be paid by the user charge system.

(Ord. 450, Art. III, Sec. 1)

15-503. Same.

The city is authorized under the laws of the state of Kansas to issue and sell revenue bonds for the purpose of paying all or part of the cost of the acquisition, construction, reconstruction, alteration, repair, improvement, extension or enlargement of the system, provided the principal and interest on such revenue bonds shall be payable solely from the net revenues derived by the city from the operation of the system.

(Ord. 450, Art. II, Sec. 2; Code 2003, Ord. 711, Code 2004)

15-504. Year-end balances.

Fiscal year-end balances in the operation and maintenance account and the replacement account shall be carried over to the same accounts in the subsequent fiscal year, and shall be used for no other purposes than those designated for these accounts. Moneys which have been transferred from other sources to meet temporary shortages in the operation, maintenance and replacement fund shall be returned to their respective accounts upon appropriate adjustment of the user charge rates for operation, maintenance and replacement. The user charge rates shall be adjusted such that the transferred moneys will be returned to their respective account within the fiscal year following the fiscal year in which the moneys were borrowed.

(Ord. 450, Art. II, Sec. 3)

15-505. User charges.

Each user shall pay for the services provided by the city based on his or her use of the treatment works as determined by water meters acceptable to the city.

For residential contributors, monthly user charges will be based on average monthly water usage during the months of January, February and March. If a residential contributor has not established a January, February and March average, his or her monthly user charge shall be the average charge of all other residential contributors. In the case of revert-to-owner status, whereby the owner of a residential rental property is charged for utility services while the property is unoccupied, the owner's sanitary sewer service charge shall be based on the actual monthly water consumption.

For industrial and commercial contributors, user charges shall be based on water used during the current month. If a commercial or industrial contributor has a consumptive use of water, or in some other manner uses water which is not returned to the wastewater collection system, the user charge for that contributor may be based on a wastewater meter or separate water meters installed and maintained at the contributor's expense, and in a manner acceptable to the city.

(Ord. 450, Art. IV, Secs. 1:3; Code 2003)

15-506. User charges.

Each contributor, residential, commercial or industrial, shall pay a user charge rate for operation and maintenance, including replacement, a sum as set out in Chapter 17. In addition, each contributor shall pay a base rate sewer fee as set out in Chapter 17.

(Ord. 556-D; Ord. 751; Ord. 832; Code 2003, Code 2004; Code 2007; Ord. 942)

15-507. Charges for service beyond the city limits.

Any contributors, whose property being serviced by the sewer system is outside the corporate city limits, shall pay, in addition to the above charges, an amount as set out in the approved schedule of fees.

(Ord. 450, Art. IV, Sec. 4; Code 2003)

15-508. Additional charges.

Any user which discharges any toxic pollutants which cause an increase in the cost of managing the effluent of the sludge from the city's treatment works, or any user which discharges any substance which singly or by interaction with other substances causes identifiable increases in the cost of operation, maintenance, or replacement of the treatment works, shall pay for such increased costs. The charge to each user shall be as determined by the responsible plant operating personnel and approved by the city council.

(Ord. 450, Art. IV, Sec. 5)

15-509. User charges.

The user charge rates established in this article apply to all users of the city's treatment works regardless of their location.

(Ord. 450, Art. IV, Sec. 5)

15-510. Same.

The city will review the user charge system every year and revise user charge rates as necessary to ensure that the system generates adequate revenues to pay the costs of operation and maintenance including replacement and that the system continues to provide for the proportional distribution of operation and maintenance including replacement costs among users and user classes.

(Ord. 450, Art. VI, Sec. 1)

15-511. Same.

The city will notify each user, in conjunction with a regular bill, of any change of rate to be charged for operation, maintenance including replacement of the treatment works.

(Ord. 450, Art. VI, Sec. 2)

15-512. Same.

The city is hereby authorized to establish and enforce sewer user charges on all existing or future users of the system, whether located inside the city limits or outside the city limits, pursuant to K.S.A. 12-631, et. seq., and other applicable laws and amendments thereto.

(Ord. 450, Art. VI, Sec. 3; Code 2003)

15-513. Billing.

The city water department shall render bills for sewer service charge to the person or legal entity designated to receive the water bill for water and water service furnished to the premises. If there is no city water connection on such premises then such bill for sewage service charge shall be rendered to the person or legal entity owning premises. If there is no city water connection on such premises then such bill for sewerage service charge shall be rendered to the person or legal entity owning premises. All bills for sewerage system charges shall be payable on or before the date shown on the statement.

(Ord. 345, Sec. 5)

15-514. Sewer fees due; delinquency.

Sewer bills for sewer service rendered by the city become due and payable on the 1st of each month as specified on the billing date thereon at the office of the city clerk, provided that any bill which shall remain unpaid after the 20th of the month as indicated thereon shall become delinquent and a late charge of five-percent (5%) of the bill shall accrue; provided further that when any sewer customer shall for unjustified reason fail to pay when due any account for sewer service rendered, it shall be the duty of the city clerk to mail a delinquency notice to the customer. The delinquent customer shall have at least five (5) days, excluding Saturdays, Sundays, and legal holidays, from the date the notice was mailed to pay the delinquent account in full.

The notice shall indicate:

- (a) The amount due plus late charge;
- (b) The customer's right to a hearing, if requested;
- (c) That such hearing must be requested in writing, filed with the city clerk, at least three (3) working days (Saturdays, Sundays and holidays excluded) before the bill is due. Upon receipt of a request for such hearing the city clerk shall immediately advise the applicant customer of the date and the time of the hearing.

The applicant customer, and the city, may present such evidence as is pertinent to the issue, may be represented by counsel, may examine and cross-examine witnesses, but formal rules of evidence shall not be followed.

Hearing may be conducted by any of the following officers: The director of governmental services, public works director, mayor, the city clerk, or such hearing officer as may be appointed by the director of governmental services. The decision of the hearing officer can be appealed to the governing body for review and the decision of the body shall be final when the matter shall have been heard by it.

(Code 1984; Code 2003, Code 2004)

15-515. Failure or refusal to pay.

In the event any person, firm, corporation, political unit (except the United States and the state of Kansas) or organization owning, living or operating on premises connected to the city sewerage system, shall neglect, fail or refuse to pay the service charge levied herein, such charge shall constitute a delinquency which shall be collected by a collection agency or by assessing a lien upon the real estate serviced by the connection to the sewer system, and shall be certified by the city clerk to the county clerk of Sedgwick County, to be placed on the tax rolls

for collection, subject to the same penalties and collection in like manner as other taxes as by law are collectible.

(Ord. 345, Sec. 6; Code 1984)

15-516. If customer is not occupant.

If the customer of record is not the occupant where water service is provided, then the water department of the city shall provide similar notice to the occupant. The request for a hearing must be no later than three (3) working days before the date the bill is due, such hearing will be conducted by the governing body of the city or such person or persons as the governing body shall designate. Customers are responsible for furnishing the department with their correct address and the correct names and addresses of the owners of the property for billing purposes. The owners of the property shall ultimately be responsible for payment of sewer charges which can be assessed as a lien on the real estate serviced by the connection to the sewer system if not paid.

(Ord. 345, Sec. 6; Code 1984)

15-517. Charges paid into sewer revenue.

Revenues generated from the collection of sewerage service charges shall be paid into the sewer revenue fund by the city clerk.

(Code 1984)

15-518. Statements for service charges.

The officers or employees of the city, who may be designated from time to time, shall cause all statements for sewer service charges of the city to be rendered monthly at the same time as statements for water and water service provided by the city are rendered.

(Code 1971, Sec. 9-203)

15-519. Plans review; application for connection to sanitary sewer system accompanied by map.

All applicants shall furnish to the city a detailed map, detailed plans and specifications of the proposed system sufficient to permit the city to know generally the nature of the user's system. This map shall be submitted for a plan review and written approval by the public works director or his or her designee. At such time as the system is completed, the applicant will provide a detailed engineering "as built" map. Both maps are to be furnished to the city without cost to the city.

(Code 1971, Sec. 9-205; Code 1984)

15-520. Penalty.

It shall be a violation of this code for any person or persons to tamper with any sewer line constituting any part of the city's sewage disposal system, or to make any connection therewith without written permission from the city or to reconnect sewer service when such service shall have been disconnected until such time as a reconnection shall be authorized by the city. Each day the violation is committed shall constitute a separate offense. Any person so convicted shall be subject to a fine to be assessed according to the general penalty provisions of this code in section 1-121.

(Code 1971, Sec. 9-206; Code 2003)

Article 6. Consolidating

15-601. Combining of existing waterworks and wastewater utility systems.

It is hereby deemed and declared to be necessary to combine the Water System and the Sewer System into a combined Water and Wastewater Utility System (the "System"). The System revenues will secure future financing for System improvements; however, the city shall maintain separate financial records for water operations and sewer operations.

(Ord. 707; Code 2003)

Article 7. Stormwater Management System and Utility

15-701. Definitions.

In addition to the words, terms and phrases defined elsewhere within this code, the following words, terms and phrases, as used herein, shall have the following meanings:

- (a) <u>Bonds</u> means obligations of the City, for which the principal of and the interest on is paid in whole or in part from special assessments, user fees, sales tax, general ad valorem taxes, or any available City or Stormwater Utility revenues heretofore or hereafter issued to finance the Costs of Capital Improvements.
- (b) <u>City</u> means the City of Haysville, Kansas.
- (c) <u>Costs of Capital Improvements</u> means costs incurred by the Stormwater Utility in providing capital improvements as part of the Stormwater Management Program, including, without limitation, alteration, enlargement, extension, improvement, construction, reconstruction, and development of the Public Storm Sewers, professional services and studies connected therewith; principal and interest on Bonds heretofore or hereafter issued, including payment of any delinquencies; studies related to the operation of the system; costs related to water quality enhancements, costs related to complying with federal, state or local regulations; acquisition of real and personal property by purchase, lease, donation, condemnation or otherwise; and for the costs associated with purchasing equipment, computers, furniture and all other items necessary or convenient for the operations of the Stormwater Utility.
- (d) <u>Debt Service</u> means an amount equal to the sum of all interest payable on Bonds during any fiscal year or years, and any principal installments payable on the Bonds during such fiscal year or years.
- (e) <u>Director</u> means the Director of the City's Public Works Department or the Director's designee.
- (f) <u>Director of Governmental Services</u> means the Director of Governmental Services of the City or the Director of Governmental Services' designee.
- (g) <u>Dwelling Unit</u> means an enclosure containing sleeping, kitchen and bathroom facilities designed for and used or held ready for use as a permanent residence by one Family, as defined in Chapter 16, Article 4, of the Haysville Municipal Code.
- (h) <u>Equivalent Residential Unit or ERU</u> means a unit of measure that is equal to the average Impervious Area per Dwelling Unit located on Residential Property within the City limits.

- (i) <u>Equivalent Residential Unit Rate or ERU Rate</u> means the amount charged for each ERU in calculating the Stormwater Utility User Fee.
- (j) <u>Exempt Property</u> means public right-of-way, public trails, public streets, public alleys, public sidewalks, and public lands and/or easements in or upon which the Public Storm Sewers are constructed and/or located.
- (k) <u>Fiscal Year</u> means a twelve-month period commencing on the first day of January of any year.
- (I) Governing Body means the Governing Body of the City.
- (m) <u>Impervious Area</u> means the total number of square feet of hard surface area on a given property that either prevents or retards the entry of water into the soil matrix, or causes water to run off the surface in greater quantities or at an increased rate of flow, than it would enter under conditions similar to those on undeveloped land. <u>Impervious Area</u> includes but is not limited to, roofs, roof extensions, driveways, pavement and athletic courts.
- (n) Nonresidential Property means all property other than Single Family Property.
- (o) <u>Operating Budget</u> means the annual budget established for the Stormwater Utility for the succeeding Fiscal Year.
- (p) Operations and Maintenance means, without limitation, the current expenses, paid or secured, by the Stormwater Utility, for operation, maintenance and repair and minor replacement of the Public Storm Sewers or for implementing the Stormwater Management Program, as calculated in accordance with generally accepted accounting practices, and includes, without limiting the generality of the foregoing, insurance premiums, administrative expenses including professional services, equipment costs, labor costs, and the cost of materials and supplies used for current operations.
- (q) <u>Public Storm Sewers</u> means all storm sewers within the City, and all appurtenances and ancillary structures thereto, which have been dedicated to and accepted by the City for ownership and maintenance or otherwise owned by the City.
- (r) Residential Property means property used primarily for Single Family Dwelling Units.
- (s) <u>Stormwater Management Program</u> means all aspects of work necessary to perform and provide storm and surface water services in the City, including but not limited to administration, planning, engineering, operations, maintenance, best management practices, control measures, public education, citizen participation, regulation and enforcement, protection, and capital improvement of Stormwater Management

Systems, plus such expenses as reserves and bond debt service coverage as are associated with provision of the Stormwater Management Program and/or System.

- (t) <u>Stormwater Management System</u>, means surface water and storm sewers and all appurtenances necessary in the maintenance, operation, regulation, and improvement of the same, including, but not limited to, pumping stations; enclosed storm sewers; outfall sewers; surface drains; street, curb and alley improvements associated with storm or surface water improvements; natural and manmade wetlands; channels; ditches; rivers; streams; detention and retention facilities; and other flood control facilities and works for the collection, conveyance, pumping, infiltration, treating, controlling, managing and disposing of water carried pollutants or storm or surface water.
- (u) <u>Stormwater Utility</u> means the utility created by this article for the purpose of implementing and funding the Stormwater Management Program.
- (v) <u>Stormwater Utility User Fee</u> means a fee authorized by Charter Ordinance No. 18 and this article, charged to owners of property served and benefited by the Stormwater Utility, which may be updated or modified by Resolution approved by the Governing Body.
- (w) <u>Undeveloped Land</u> means land that has not been built upon or altered from its natural condition in a manner that disturbed or altered the topography or soils on the property to the degree that the entrance of water into the soil matrix is prevented or retarded.

15-702. Findings and statements of policy.

- (a) The City of Haysville, Kansas, desires to create a Stormwater Management Program pursuant to Charter Ordinance No. 18.
- (b) A Stormwater Management Program will provide both general and specific benefits to all property within the City and will include the provision of adequate systems of collection, conveyance, detention, retention, treatment and release of stormwater; the reduction of hazards to property and life resulting from stormwater runoff; improvement in general health and welfare through reduction of undesirable stormwater conditions; improvement of water quality in the Stormwater Management System and its receiving waters; the provision of a planned and orderly system for managing and mitigating the effects of new development on stormwater and appropriate balancing between development and preservation of the natural environment.

- (c) The Stormwater Management Program will also initiate innovative and proactive approaches to stormwater management within the City to address problems in areas of the City that currently are prone to flooding, protect against replication of these types of problems and the creation of similar problems in newly developing areas of the City, protect property in the City from stream bank erosion and the attendant loss of natural resources and the reduction of property values, conserve natural stream assets within the City, enhance water quality, and assist in meeting the mandates of the National Pollutant Discharge Elimination System as created under the Federal Clean Water Act and associated state and federal laws and their supporting regulations.
- (d) Both standard and innovative stormwater management is necessary in the interest of the public health, safety and general welfare of the residents, businesses and visitors of the City.
- (e) Implementation of the Stormwater Management Program will require the expenditure of significant amounts of public money.
- (f) All property in the City will benefit from the Stormwater Management Program.
- (g) The City desires to fairly distribute costs of the Stormwater Management Program implementation among all developed property which generates the need therefor.
- (h) The City has determined that the establishment of a Stormwater Utility is an appropriate method of funding certain portions of the costs of implementing the Stormwater Management Program.
- (i) The City has adopted Charter Ordinance No. 18, which grants to the City the authority to adopt, by ordinance or resolution, rules and regulations providing for the management and operation of a Stormwater Utility, fixing Stormwater Utility User Fees, requiring security for the payment thereof, providing methods and rules relating to the calculation and collection of the fees and for credits against the fees, and providing for the disposition of the revenues derived therefrom.
- (j) The Stormwater Utility User Fee imposed by this article, is calculated by a formula that reasonably relates classes of property within the City to their anticipated use of or benefit from the Stormwater Management System, and such fee is neither a tax nor a special assessment, but a charge (in the nature of tolls, fees or rents) for services rendered or available.
- (k) The City has researched collection options and hereby determines that in order to promote efficiency, eliminate duplication of services, and utilize the most economically feasible method of fee collection, the Stormwater Utility User Fee shall be billed and

collected monthly with the monthly water and sewer utility bill for those properties utilizing other city utilities and shall be billed and collected separately at intervals as set by the Governing Body for those properties not utilizing other city utilities.

15-703. Creation of a stormwater management program; establishment of a stormwater utility.

Pursuant to City Charter Ordinance No. 18, the City's general home rule authority, its nuisance abatement authority, its police powers and all other authority, the Haysville Governing Body does hereby create a Stormwater Management Program and does hereby establish a Stormwater Utility and declares its intention to operate the same.

15-704. Administration.

The Director shall have the power to undertake the following activities to implement the Stormwater Management Program:

- (a) Advise the Governing Body on matters relating to the Stormwater Management Program and to make recommendations to the Governing Body concerning the adoption of ordinances, resolutions, policies, guidelines and regulations in furtherance of the objectives of the Stormwater Management Program.
- (b) To undertake studies, acquire data, prepare master plans, analyze policies or undertake such other planning and analyses as may be needed to address concerns related to stormwater within the City and to further the objectives of the Stormwater Management Program, and to undertake activities designed to communicate, educate and involve the public and citizens in addressing these issues or in understanding and abiding by the elements of the Stormwater Management Program.
- (c) Acquire, design, construct, operate, maintain, expand, or replace any element or elements of the Public Storm Sewers, including funding the acquisition of easements by eminent domain, and obtaining title or easements other than by eminent domain, over any real or personal property that is part of, will become part of or will protect the Public Storm Sewers, or is necessary or convenient for the implementation of the Stormwater Management Program.
- (d) Regulate, establish standards, review, and inspect the design, construction or operation and maintenance of any Stormwater Management System that is under the control of private owners, whether or not such systems are required or intended for dedication to the Public Storm Sewer system, when such systems have the potential to impact, enhance, damage, obstruct or affect the operation and maintenance of the Public Storm Sewers or the implementation of the Stormwater Management Program.

- (e) Regulate, establish standards, review and inspect land use or property owner activities when such activities have the potential to affect the quantity, timing, velocity, erosive forces, quality, environmental value or other characteristics of stormwater which would flow into the Stormwater Management System or in any way affect the implementation of the Stormwater Management Program.
- (f) Undertake any activities related to stormwater management when such activities are recommended by applicable federal, state or local agencies or when such activities are required by any permit, regulation, ordinance, or statute governing stormwater or water quality concerns.
- (g) Analyze the cost of services and benefits provided by the Stormwater Utility and the structure of fees, service charges, credits, and other revenues on an annual basis and make recommendations to the Governing Body regarding the same.
- (h) Undertake expenditures as required by the Governing Body to implement these activities, including all Costs of Capital Improvements, Operations and Maintenance, Debt Service, and other costs as required.

15-705. Budget.

The operating budget shall conform with State law, City policy and generally accepted accounting practices. The City, as part of its annual budget process, may adopt capital and operating budgets for the Stormwater Utility, and may utilize enterprise funds, special revenue funds or reserve funds as deemed reasonable and appropriate by the Governing Body of the City. The operating budget will commence in January of each year.

15-706. Stormwater utility user fee.

- (a) Fee Established. There is hereby imposed on each and every residential developed property and nonresidential developed property, other than property that is not serviced by the stormwater management system or exempt property, a stormwater utility user fee. Such stormwater utility user fee shall be determined and set in accordance with the ERU and ERU rate both of which shall be established by resolution of the Governing Body and may be amended from time to time by the Governing Body.
- (b) Stormwater utility user fee for Residential Developed Property. The stormwater utility user fee for residential developed property shall be the ERU rate as set forth by Resolution of the Governing Body. In the event of a newly constructed dwelling unit, the charge for the stormwater utility user fee attributable to that dwelling unit shall commence upon the issuance of the certificate of occupancy for that dwelling unit, or if construction is at least fifty percent complete and is halted for a period of three months,

then that dwelling unit shall be deemed complete for purposes of this Code and the stormwater utility user fee shall commence at the end of the three-month period.

- (c) Stormwater utility user fee for Nonresidential Developed Property.
 - (1) The stormwater utility user fee for nonresidential developed property shall be the divided into ten tiers as determined by property size. A standard multiplier shall be associated with each tier, so that the tier shall be charged a fee of the ERU rate times such multiplier.

| <u>CLASS</u> | PROPERTY SIZE | STANDARD MULTIPLIER |
|--------------|---------------------------|---------------------|
| I. | 0 to 2500 square feet | ERU x 1.26 |
| II. | 2501 to 5000 sq. feet | ERU x 2.53 |
| III. | 5001 to 7500 sq. feet | ERU x 3.79 |
| IV. | 7501 to 10,000 sq. feet | ERU x 5.05 |
| V. | 10,001 to 20,000 sq. feet | ERU x 10.10 |
| VI. | 20,001 to 30,000 sq. feet | ERU x 15.15 |
| VII. | 30,001 to 40,000 sq. feet | ERU x 20.20 |
| VIII. | 40,001 to 50,000 sq. feet | ERU x 25.25 |
| IX. | 50,001 to 75,000 sq. feet | ERU x 37.88 |
| Χ. | 75,001+ sq. feet | ERU x 50.51 |

- (d) Dwelling Unit and Impervious Surface Calculation. The Director or Director's designee shall initially, and from time to time, determine the number of dwelling units located on residential developed property within the City in order to provide the information to the Governing Body necessary to establish the stormwater utility user fee provided by subsection B of this section. Nonresidential real property in the city shall have its square footage of impervious area calculated in order to establish the stormwater utility user fee provided by subsection C of this section. The Director or the Director's designee shall make the initial calculation and may from time to time change this calculation from such information and data deemed pertinent by the Director or the Director's designee at the direction of the Governing Body;
- (e) Stormwater utility user fee Credit. The Governing Body may by resolution adopt guidelines that establish credits and/or incentives that reduce the stormwater utility user fee that would otherwise be assessed against properties that utilize privately

owned and maintained retention or detention facilities, if it is determined that the existence of such retention or detention facilities results in a reduction in the operating budget of the utility.

15-707. Appeal procedure.

(a) Any persons disagreeing with the calculation of the Stormwater utility user fee, disagreeing with whether their property is served by the Stormwater Utility or who believe they are entitled to a credit pursuant to guidelines adopted by the City Council, may appeal such calculation or finding to the Director. Appeals must be in writing. The Director or his/her designee shall thereafter hold an informal hearing. The Director or designee, prior to such hearing, may request that the appealing party provide information concerning the basis of the appeal, including a land survey prepared by a registered surveyor showing Dwelling Units, total property area, and Impervious Area as appropriate, if such information is deemed to be material by the Director or designee. Based on information provided, the Director or designee shall make a determination as to whether the Stormwater utility user fee should be adjusted or eliminated for such property. The Director shall notify parties in writing of the Director's or his/her designee's decision.

(b)

- (1) A person shall have the right to appeal the decision of the Director to the Stormwater Appeals Board. Such appeal shall be made within twenty days of the date the Director notifies the person of the Director's decision in the informal proceedings. Such appeal shall be in writing and shall be filed with the director.
- (2) The Stormwater Appeals Board shall consist of the following members: Chief Administrative Officer and the City Clerk.
- (3) A hearing on such appeal shall be held within thirty days from the date the notice of appeal is received and the applicant shall be given seven days' advance notice of the time and date the appeal hearing is to be held. Although the standards of a court of law are not necessary for this administrative appeals hearing, generally, the appellant shall present evidence concerning the stormwater utility user fee for the property in question and the Director and/or his/her designee shall present evidence concerning their findings from the informal proceedings. The Stormwater Appeals Board shall render a decision in writing that sets forth findings that support their decision within seven days of the hearing.

If the decision of the Stormwater Appeals Board is not resolved to the satisfaction of the appellant, the appellant may make a written appeal of the decision of the Stormwater Appeals Board to the Mayor within five days of the receipt of the decision of the Stormwater Appeals Board. Such appeal shall be filed through the City Clerk. Based on the written testimony, reports, file documents, etc., the Mayor shall make a decision within five working days of the receipt of the appeal and provide a written response to the appellant. This response shall serve as the final administrative decision of the City.

The decision of the Mayor shall be final and any further appeal of such decision shall be to the Eighteenth Judicial District Court of the state of Kansas by way of the provisions of K.S.A. 60-2101(d).

(Code 2019)

15-708. Stormwater utility user fee collection.

- (a) The operation and maintenance of the stormwater utility shall be combined with the existing water/wastewater utility. The stormwater utility user fee shall be billed and collected monthly with the monthly water and sewer utility bill for those properties utilizing other city utilities and shall be billed and collected separately at intervals as set by the director for those properties not utilizing other city utilities. The stormwater utility user fee for those properties utilizing other city utilities shall be part of a consolidated statement for utility customers which shall be paid by a single monthly payment. In the event that a partial payment is received, the payment shall be applied to the water and sewer portion of the account first and then to the stormwater utility user fee portion of the account. Unless otherwise provided for herein, all bills for stormwater utility user fees shall become due and payable in accordance with sections of the code of the city and with rules and regulations that pertain to the Haysville water and sewer utility that relates to the collection of utility charges. Stormwater utility user fee bills for any given property shall initially be the responsibility of the person who is paying for water and/or sewer service for the property. If the property is not using water and/or sewer services, then stormwater utility user fees shall be the responsibility of the person in possession of the property, unless other arrangements are made. If no person is in possession of the property, then the stormwater utility user fees shall be the responsibility of the property owner. The property owner is responsible for the stormwater utility user fees not paid by the occupant.
- (b) Stormwater utility user fees shall be subject to a penalty for late payment which is the same as that imposed for late payment of water and sewer utility charges. In

addition to any other remedies or penalties provided by this chapter or any other ordinance of the city, failure of any user of the stormwater management system to pay such charges promptly when due shall subject such user to discontinuance of water services and the Director of Governmental Services, or his/her designee, is empowered and directed to enforce this provision as to any and all delinquent users in accordance with provision(s) applicable to Water and Sewer Utility Services.

(c) Stormwater utility user fees authorized to be charged in this chapter when delinquent may be certified by the clerk of the city to the county clerk of Sedgwick County to be placed on the tax roll for collection, subject to the same penalties and to be collected in like manner as other taxes, and such charges shall, thereafter, constitute a lien upon the real estate served by the stormwater utility and against which such charges were made, regardless of whether the stormwater utility user fees were incurred when a property owner was in possession of the property or a nonowner was in possession of the property.

15-709. Stormwater utility fund.

Stormwater utility user fees collected by the city shall be paid into an enterprise, special revenue fund, and/or reserve fund which will be known as the "stormwater utility fund." Such fund shall be used for the purpose of paying the extension and replacement, operations and maintenance and debt service of the stormwater management system and to carry out all other purposes of the utility.

Article 8. Stormwater Management Regulations

15-801. General provisions.

- (a) Purposes. The purpose and objective of this chapter are as follows:
 - (1) To maintain and improve the quality of surface water and groundwater within the city;
 - (2) To prevent the discharge of contaminated stormwater runoff from industrial, commercial, residential, and construction sites into the municipal separate storm sewer system (MS4) and natural waters within the city;
 - (3) To promote public awareness of the hazards involved in the improper discharge of hazardous substances, petroleum products, household hazardous waste, industrial waste, sediment from construction sites, pesticides, herbicides, fertilizers, and other contaminants into the storm sewers of the city;
 - (4) To encourage recycling of used motor oil and safe disposal of other hazardous consumer products;
 - (5) To facilitate compliance with state and federal standards and permits by owners of industrial and construction sites within the city;
 - (6) To enable the city to comply with all federal and state laws and regulations applicable to its NPDES permit for stormwater discharges.
- (b) Administration. Except as otherwise provided in this chapter, the Director, or his appointed representative, shall administer, implement, and enforce the provisions of this chapter.
- (c) Abbreviations. The following abbreviations when used in this chapter shall have the designated meanings:

BMP Best Management Practices

CFR Code of Federal Regulations

EPA U.S. Environmental Protection Agency

HHW Hazardous Household Waste

mg/l Milligrams per liter

MS4 Municipal Separate Storm Sewer System

NOI Notice of Intent

NOT Notice of Termination

NPDES National Pollutant Discharge Elimination System

PST Petroleum Storage Tank

SWP3 Stormwater Pollution Prevention Plan

USC United States Code

- (d) Authority. The Director may develop additional policies, criteria, specifications and standards in a Stormwater Manual and/or in other policy, master plans, watershed plans or guidance documents as necessary to effectively implement the requirements of this chapter. The policies, criteria and requirements of the Stormwater Manual and/or other policy, plans or guidance documents may be implemented and amended by the director, are referenced in this chapter when required, and shall be enforceable, consistent with the provisions contained in this chapter.
- (e) Definitions. Unless a provision explicitly states otherwise, the following terms and phrases, as used in this chapter, shall have the meanings hereinafter designated.
 - (1) <u>Best management practices (BMPs)</u> mean schedule of activities, prohibitions of practices, maintenance procedures, and other management practices to prevent or reduce the pollution of waters of the United States or the city's MS4. Best management practices also include treatment requirements, operating procedures, and practices to control plant site runoff, spillage or leaks, sludge or waste disposal, or drainage from raw material storage areas. The BMPs required in this chapter will be sufficient to prevent or reduce the likelihood of pollutants entering storm sewers, ditches or ponds.
 - (2) City means the city of Haysville, Kansas.
 - (3) <u>Commencement of construction</u> means the disturbance of soils associated with clearing, grading, or excavating activities or other construction activities.
 - (4) <u>Commercial means pertaining to any business, trade, industry, or other activity engaged in for profit.</u>
 - (5) <u>Construction general permit.</u> See "Kansas general permit for stormwater discharges from construction sites."
 - (6) <u>Contractor</u> means any person or firm performing construction work at a construction site, including any general contractor and subcontractors. Also includes, but is not limited to, earthwork, paving, building, plumbing,

mechanical, electrical, landscaping contractors, and material suppliers delivering materials to the site.

- (7) <u>Director</u> means the Director of Public Works, or his or her duly authorized representative.
- (8) <u>Discharge</u> means any addition or introduction of any pollutant, stormwater, or any other substance whatsoever into the municipal separate storm sewer system (MS4) or into waters of the United States.
- (9) <u>Discharger</u> means any person who causes, allows, permits, or is otherwise responsible for, a discharge, including, without limitation, any owner of a construction site or industrial facility.
- (10) <u>Domestic sewage</u> means human excrement, gray water (from home clothes washing, bathing, showers, dishwashing and food preparation), other wastewater from household drains, and waterborne waste normally discharged from the sanitary conveniences of dwellings (including apartment houses and hotels), office buildings, factories, and institutions, that is free from industrial waste.
- (11) <u>Earthwork</u> means the disturbance of soils on a site associated with clearing, grading or excavation activities.
- (12) <u>Environmental Protection Agency (EPA)</u> means the United States Environmental Protection Agency, the regional office thereof, any federal department, agency, or commission that may succeed to the authority of the EPA, and any duly authorized official of EPA or such successor agency.
- (13) <u>Extremely hazardous substance</u> means any substance listed in the appendices to 40 CFR Part 355, emergency planning and notification.
- (14) <u>Facility</u> means any building, structure, installation, process or activity from which there is or may be a discharge of a pollutant.
- (15) <u>Fertilizer</u> means a substance or compound that contains an essential plant nutrient element in a form available to plants and is used primarily for its essential plant nutrient element content in promoting or stimulating growth of a plant or improving the quality of a crop, or a mixture of two or more fertilizers.
- (16) <u>Final stabilization</u> means the status when all soil-disturbing activities at a site have been completed. This would establish a uniform perennial vegetative cover with a density of seventy percent coverage for unpaved areas and those not

- covered by permanent structures or equivalent permanent stabilization measures (by employing riprap, gabions or geotextiles).
- (17) <u>Fire protection water</u> means any water, and any substances or materials contained therein, used by any person to control or extinguish a fire, or to inspect or test fire equipment.
- (18) <u>Garbage</u> means putrescible animal and vegetable waste materials from the handling, preparation, cooking or consumption of food, including waste materials from markets, storage facilities, and the handling and sale of produce and other food products.
- (19) <u>Harmful quantity</u> means the amount of any substance that will cause a violation of a State Water Quality Standard or any adverse impact to the city's drainage system.
- (20) <u>Hazardous household waste (HHW)</u> means any material generated in a household (including single and multiple residences) by a consumer which, except for the exclusion provided in 40 CFR Section 261.4(h)(1), would be classified as a hazardous waste under 40 CFR Part 261.
- (21) <u>Hazardous substance</u> means any substance listed in Table 302.4 of 40 CFR Part 302.
- (22) <u>Hazardous waste</u> means any substance identified or listed as a hazardous waste by the EPA pursuant to 40 CFR Part 261.
- (23) <u>Hazardous waste treatment, disposal, and recovery facility</u> means all contiguous land, and structures, other appurtenances and improvements on the land used for the treatment, disposal, or recovery of hazardous waste.
- (24) <u>Individual building sites</u> mean and include sites of building construction or earthwork activities that are not a part of a new subdivision development and any individual lot within a newly developing subdivision.
- (25) <u>Industrial General Permit.</u> See "Kansas general permit for stormwater discharges associated with industrial activity."
- (26) <u>Industrial waste</u> means any waterborne liquid or solid substance that results from any process of industry, manufacturing, mining, production, trade or business.
- (27) <u>Industry</u> means and includes: (a) municipal landfills; (b) hazardous waste treatment, disposal, and recovery facilities; (c) industrial facilities that are subject

to Section 313 of Title III of the Superfund Amendments and Reauthorization Act of 1986 (SARA) 42, U.S.C. Section 11023; industrial facilities required to obtain NPDES stormwater discharge permits due to their standard industrial classification or narrative description; and (d) industrial facilities that the Director determines are contributing a substantial pollutant loading to the MS4, which are sources of stormwater discharges associated with industrial activity.

- (28) <u>Kansas general permit for stormwater discharges associated with industrial activity</u> and <u>Industrial general permit</u> mean the industrial general permit issued by KDHE and any subsequent modifications or amendments thereto, including group permits.
- (29) <u>Kansas general permit for stormwater discharges from construction</u> <u>sites and construction general permit mean the construction general permit issued by KDHE and any subsequent modifications or amendments thereto, including group permits.</u>
- (30) <u>Landfill</u> means an area of land or an excavation in which municipal solid waste is placed for permanent disposal, and which is not a land treatment facility, a surface impoundment, or an injection well.
- (31) <u>Municipal separate storm sewer system (MS4)</u> means the system of conveyances, (including roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, man-made channels, drainage easements or storm drains) owned and operated by the city and designed or used for collecting or conveying stormwater, and which is not used for collecting or conveying sewage.
- (32) <u>Municipal solid waste</u> means solid waste resulting from or incidental to municipal, community, commercial, institutional, or recreational activities, and includes garbage, rubbish, ashes, street cleanings, dead animals, abandoned automobiles, and other solid waste other than industrial waste.
- (33) <u>NPDES permit</u> means for the purpose of this chapter, this is a permit issued by EPA or the state of Kansas that authorizes the discharge of stormwater pollutants to waters of the United States, whether the permit is applicable on an individual, group or general area-wide basis.
- (34) Nonpoint source means the source of any discharge of a pollutant that is not a point source.
- (35) <u>Notice of intent (NOI)</u> means the notice of intent that is required by either the industrial general permit or the construction general permit.

- (36) <u>Notice of termination (NOT)</u> means the notice of termination that is required by either the industrial general permit or the construction general permit.
- (37) <u>Notice of violation</u> means a written notice provided to the owner or contractor detailing any violations of this chapter and any clean-up action expected of the violators.
- (38) Oil means any kind of oil in any form, including but not limited to: petroleum, fuel oil, crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure, sludge, oil refuse, and oil mixed with waste.
- (39) Owner means the person who owns a facility, part of a facility or land.
- (40) <u>Person</u> means any individual, partnership, co-partnership, firm, company, corporation, association, joint stock company, trust, estate, governmental entity, or any other legal entity; or their legal representatives, agents or assigns, including all federal, state and local governmental entities.
- (41) <u>Pesticide</u> means a substance or mixture of substances intended to prevent, destroy, repel, or migrate any pest, or substances intended for use as a plant regulator, defoliant or desiccant.
- (42) <u>Petroleum product</u> means a petroleum product that is obtained from distilling and processing crude oil and that is capable of being used as a fuel for the propulsion of a motor vehicle, or aircraft, including motor gasoline, gasohol, other alcohol blended fuels, aviation gasoline, kerosene, distillate fuel oil, and #1 and #2 diesel.
- (43) <u>Petroleum storage tank (PST)</u> means any one or combination of aboveground or underground storage tanks that contain petroleum product and any connecting underground pipes.
- (44) <u>Point source</u> means any discernable, confined, and discrete conveyance including, but not limited to: any pipe, ditch, channel, tunnel, conduit, well, discrete fissure, container, rolling stock, concentrated animal feeding operation, landfill leachate collection system, vessel or other floating craft from which pollutants are or may be discharged. This term does not include return flows from irrigated agriculture or agricultural stormwater runoff.
- (45) <u>Pollutant</u> means dredged spoil, spoil waste, incinerator residue, sewage, garbage, sewage sludge, munitions, chemical waste, biological materials, radioactive materials, heat, wrecked or discarded equipment, rock, sand, soil,

- yard waste, hazardous household wastes, used motor oil, anti-freeze, litter, and industrial, municipal, and agricultural waste discharged into water.
- (46) <u>Pollution</u> means the alteration of the physical, thermal, chemical or biological quality of, or the contamination of, any water in the state that renders the water harmful, detrimental, or injurious to humans, animal life, vegetation or property, or public health, safety or welfare, or impairs the usefulness or the public enjoyment of the water for any lawful or reasonable purpose.
- (47) <u>Qualified personnel</u> means persons who possess the required certification, license, or appropriate competence, skills, and ability as demonstrated by sufficient education, training, and/or experience to perform a specific activity in a timely and complete manner consistent with the regulatory requirements and generally accepted industry standards for such activity.
- (48) <u>Release</u> means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into the municipal separate storm sewer system (MS4) or the waters of the United States.
- (49) <u>Reportable quantity (RQ)</u> means, for any hazardous substance, the quantity established and listed in Table 302.4 of 40 CFR Part 302; for any extremely hazardous substance, the quantity established in 40 CFR Part 355.
- (50) <u>Rubbish</u> means nonputrescible solid waste, excluding ashes, that consist of: (a) combustible waste materials, including paper, rags, cartons, wood, excelsior, furniture, rubber, plastics, yard trimmings, leaves, and similar materials; and (b) noncombustible waste materials, including glass, crockery, tin cans, aluminum cans, metal furniture, and similar materials that do not burn at ordinary incinerator temperatures (one thousand six hundred to one thousand eight hundred degrees Fahrenheit).
- (51) <u>Sanitary sewer</u> means the system of pipes, conduits, and other conveyances which carry industrial waste and domestic sewage from residential dwellings, commercial buildings, industrial and manufacturing facilities, and institutions, whether treated or untreated, to the city sewage treatment plant (and to which stormwater, surface water, and groundwater are not intentionally admitted).
- (52) <u>Septic tank waste</u> means any domestic sewage from holding tanks such as vessels, chemical toilets, campers, trailers and septic tanks.
- (53) <u>Service station</u> means any retail establishment engaged in the business of selling fuel for motor vehicles that is dispensed from pumps.

- (54) <u>Sewage</u> means the domestic sewage mid and/or industrial waste that is discharged into the city sanitary sewer system and passes through the sanitary sewer system to the city sewage treatment plant for treatment.
- (55) <u>Site</u> means the land or water area where any facility or activity is physically located or conducted, including adjacent land used in connection with the facility or activity.
- (56) <u>Solid waste</u> means any garbage, rubbish, refuse, sludge from a waste treatment plant, water supply treatment plant, or air pollution control facility, and other discarded material including: solid, liquid, semi-solid, or contained gaseous material resulting from industrial, municipal, commercial, mining, agricultural operations, and community and institutional activities.
- (57) State means the state of Kansas.
- (58) <u>Stormwater</u> means stormwater runoff, snowmelt runoff, and surface runoff and drainage.
- (59) <u>Stormwater discharge associated with industrial activity</u> means the discharge from any conveyance which is used for collecting and conveying stormwater and which is directly related to manufacturing, processing, or raw materials storage areas at an industrial plant which is listed as one of the categories of facilities in 40 CFR Section 122.26(b)(14), and which is not excluded from EPA's definition of the same term.
- (60) <u>Stormwater Manual</u> refers to the latest version, as amended, of the document on file with the Director of Public Works entitled City of Haysville Storm Water Manual.
- (61) <u>Stormwater pollution prevention plan (SWP3)</u> means a plan required by a NPDES stormwater permit and which describes and ensures the implementation of practices that are to be used to reduce the pollutants in stormwater discharges associated with construction or other industrial activity.
- (62) <u>Subdivision development</u> means and includes activities associated with the platting of any parcel of land into two or more lots and includes all construction taking place thereon.
- (63) <u>Used oil (or used motor oil)</u> means any oil that has been refined from crude oil or a synthetic oil that, as a result of use, storage or handling; has become unsuitable for its original purpose because of impurities or the loss of original properties.

- (64) <u>Water of the state</u> and <u>water</u> mean any groundwater, percolating or otherwise, lakes, bays, ponds, impounding reservoirs, springs, rivers, streams, creeks, estuaries, marshes, inlets, canals, inside the territorial limits of the state, and all other bodies of surface water, natural or artificial, navigable or nonnavigable, and including the beds and banks of all water courses and bodies of surface water, that are wholly or partially inside or bordering the state or inside the jurisdiction of the state.
- (65) <u>Water quality standard</u> means the designation of a body or segment of surface water in the state for desirable uses and the narrative and numerical criteria deemed by the state to be necessary to protect those uses.
- (66) <u>Waters of the United States</u> mean all waters which are currently used, were used in the past, or may be susceptible to use in interstate or foreign commerce, including all waters which are subject to the ebb and the flow of the tide; all interstate waters, including interstate wetlands; all other waters the use, degradation, or destruction of which would affect or could affect interstate or foreign commerce; all impoundments of waters otherwise defined as waters of the United States under this definition; all tributaries of waters identified in this definition; all wetlands adjacent to waters identified in this definition; and any waters within the federal definition of "waters of the United States" at 40 CFR Section 122.2; but not including any waste treatment systems, treatment ponds, or lagoons designed to meet the requirements of the Federal Clean Water Act.
- (67) <u>Wetland</u> means any area that is inundated or saturated by surface or groundwater at a frequency and duration sufficient to support, and that under normal circumstances does support, a prevalence of vegetation typically adapted for life in saturated soil conditions. Wetlands generally include swamps, marshes, bogs and similar areas.
- (68) <u>Yard waste</u> means leaves, grass clippings, yard and garden debris, and brush that result from landscaping maintenance and land-clearing operations.

(Ord. 1125)

15-802. General prohibition.

(a) No person shall introduce or cause to be introduced into the municipal separate storm sewer system (MS4) any discharge that is not composed entirely of stormwater, except as allowed in subsection B of this section.

- (b) The following non-stormwater discharges are deemed acceptable and not a violation of this section:
 - (1) A discharge authorized by, and in full compliance with, a NPDES permit (other than the NPDES permit for discharges from the MS4);
 - (2) A discharge or flow resulting from emergency firefighting;
 - (3) A discharge or flow of fire protection water that does not contain oil or hazardous substances or materials;
 - (4) A discharge from water line flushing;
 - (5) A discharge or flow from lawn watering, landscape irrigation, or other irrigation water;
 - (6) A discharge or flow from a diverted stream flow or natural spring;
 - (7) A discharge or flow from uncontaminated pumped groundwater or rising groundwater;
 - (8) Uncontaminated groundwater infiltration;
 - (9) Uncontaminated discharges or flow from a foundation drain, crawl space pump, footing drain or sump pump;
 - (A) Discharge shall not discharge through a street curb. Discharge shall terminate a minimum of 7 ½ feet from a sidewalk, 2 feet from any side lot property line or 10 feet from any front or rear property lot line and flow on the surface of the soil of the lot on which discharge originates. Sump pump discharge shall not be directed to project flow across a property line. The installation of sump pump discharge piping in an easement is prohibited.
 - (10) A discharge or flow from a potable water source not containing any harmful substance or material from the cleaning or draining of a storage tank or other container;
 - (11) A discharge or flow from air conditioning condensation that is unmixed with water from a cooling tower, emissions scrubber, emissions filter, or any other source of pollutant;
 - (12) A discharge or flow from individual residential car washing;
 - (13) A discharge or flow from a riparian habitat or wetland or natural spring;

- (14) A discharge or flow from water used in street washing that is not contaminated with any soap, detergent, degreaser, solvent, emulsifier, dispersant, or any other harmful cleaning substance;
- (15) Stormwater runoff from a roof that is not contaminated by any runoff or discharge from an emissions scrubber or filter or any other source of pollutant;
- (16) Swimming pool water that has been dechlorinated so that it contains no harmful quantity of chlorine, muriatic acid or other chemical used in the treatment or disinfection of the swimming pool water or in pool cleaning;
- (17) Heat pump discharge waters (residential only).
- (c) Notwithstanding the provisions of subsection B of this section, any discharge shall be prohibited by this section if the discharge in question has been determined by the Director to be a source of pollutants to the waters of the United States or to the MS4, written notice of such determination has been provided to the discharger, and the discharge has occurred more than ten days beyond such notice.

(Code 2022)

15-803. Specific prohibitions and requirements.

- (a) The specific prohibitions and requirements in this section are not necessarily inclusive of all the discharges prohibited by the general prohibition in Section 15-802 of this chapter.
- (b) No person shall introduce or cause to be introduced into the MS4 any discharge that causes or contributes to causing the city to violate a KDHE water quality standard, the city's NPDES stormwater permit, or any state-issued discharge permit for discharges from its MS4.
- (c) No person shall dump, spill, leak, pump, pour, emit, empty, discharge, leach, dispose, or otherwise introduce or cause, allow, or permit to be introduced the following substances into the MS4:
 - (1) Any used motor oil, antifreeze or any other petroleum product or waste;
 - (2) A harmful quantity of industrial waste;
 - (3) Any hazardous waste, including household hazardous waste;
 - (4) Any domestic sewage or septic tank waste, grease trap waste, or grit trap waste;

- (5) Any garbage, rubbish or yard waste;
- (6) Wastewater that contains a harmful quantity of soap, detergent, degreaser, solvent, or surfactant based cleaner from a commercial carwash facility; from any vehicle washing, cleaning, or maintenance at any new or used automobile or other vehicle dealership, rental agency, body shop, repair shop, or maintenance facility; or from any washing, cleaning, or maintenance of any business or commercial or public service vehicle, including a truck, bus or heavy equipment, by a business or public entity that operates more than five such vehicles;
- (7) Wastewater from the washing, cleaning, de-icing, or other maintenance of aircraft;
- (8) Wastewater from a commercial mobile power washer or from the washing or other cleaning of a building exterior that contains any harmful quantity of soap, detergent, degreaser, solvent, or any surfactant based cleaner;
- (9) Any wastewater from commercial floor, rug, or carpet cleaning;
- (10) Any wastewater from the washdown or other cleaning of pavement that contains any harmful quantity of soap, detergent solvent, degreaser, emulsifier, dispersant, or any other harmful cleaning substance; or any wastewater from the washdown or other cleaning of any pavement where any spill, leak, or other release of oil, motor fuel, or other petroleum or hazardous substance has occurred, unless all harmful quantities of such released material have been previously removed;
- (11) Any effluent from a cooling tower, condenser, compressor, emissions scrubber, emission filter, or the blowdown from a boiler;
- (12) Any ready-mixed concrete, mortar, ceramic, asphalt base material or hydromulch material, or discharge resulting from the cleaning of vehicles or equipment containing or used in transporting or applying such material;
- (13) Any runoff, washdown water or waste from any animal pen, kennel, fowl or livestock containment area;
- (14) Any swimming pool water containing a harmful level of chlorine, muriatic acid or other chemical used in the treatment or disinfection of the swimming pool water or in pool cleaning;

- (15) Any discharge from water line disinfection by super chlorination if it contains a harmful level of chlorine at the point of entry into the MS4 or waters of the United States;
- (16) Any water from a water curtain in a spray room used for painting vehicles or equipment;
- (17) Any contaminated runoff from a vehicle wrecking yard;
- (18) Any substance or material that will damage, block, or clog the MS4; or
- (19) Any release from a petroleum storage tank (PST), or any leachate or runoff from soil contaminated by leaking PST; or any discharge of pumped, confined, or treated wastewater from the remediation of any such PST release, unless the discharge has received a NPDES permit from the state.
- (d) No person shall introduce or cause to be introduced into the MS4 any harmful quantity of sediment, silt, earth, soil, or other material associated with clearing, grading, excavation or other construction activities in excess of what could be retained on site or captured by employing sediment and erosion control measures to the maximum extent practicable under prevailing circumstances.
- (e) No person shall connect a line conveying sanitary sewage, domestic or industrial, to the MS4, or allow such a connection to continue.
- (f) Regulation of Pesticides and Fertilizers.
 - (1) No person shall use or cause to be used any pesticide or fertilizer in any manner that the person knows, or reasonably should know, is likely to cause, or does cause, a harmful quantity of the pesticide or fertilizer to enter the MS4 or waters of the United States.
 - (2) No person shall dispose of, discard, store, or transport a pesticide or fertilizer, or its container, in a manner that the person knows, or reasonably should know, is likely to cause, or does cause, a harmful quantity of the pesticide or fertilizer to enter the MS4 or waters of the United States.
- (g) Used Oil. No person shall discharge used oil into the MS4 or a sewer, drainage system, septic tank, surface water, groundwater or water course.
- (h) Vegetative Waste and Structures.
 - (1) No person shall construct, maintain, or allow any natural or non-natural structures or vegetative barriers including but not limited to trees, shrubbery,

berms, fences (including chain link), and walls upon any MS4 which, the Director finds impedes, detains, retains, or otherwise interferes with the drainage of stormwater regardless of the source of stormwater.

- (2) No person shall deposit leaves, grass, trash or other such materials upon any MS4 if such deposit shall be determined by the Director to interfere with the ability of the city to properly maintain or clean the area to allow for the safe and efficient drainage of stormwater, or such accumulation directly interferes with the safe and efficient drainage of stormwater through the MS4.
- (3) No owner or occupant of property which abuts upon any MS4 shall permit or allow the accumulation of leaves, grass, trash or other such materials upon such MS4 if such accumulation is determined by the Director to interfere with the ability of the city to properly maintain or clean the area to allow for the safe and efficient drainage of stormwater, or such accumulation directly interferes with the safe and efficient drainage of stormwater through the MS4.

(i) Cleanup.

- (1) Should it be determined by the Director that any person or business has allowed any pollutant into the MS4 or waters of the United States, immediate measures will be taken by the responsible party to remove the pollutants. If the pollutants are not removed within the time period specified by the Director, the city may remove the pollutants and assess the cost thereof to the responsible party. The city may use any legal means to collect such costs, should the responsible party fail to pay such cost within forty-five days.
- (2) The responsible party may also be issued a citation for such violation of this Code in the manner set forth and described in this Stormwater Code.

15-804. Release reporting and cleanup.

- (a) Any person responsible for any release of any hazardous material that may flow, leach, enter, or otherwise be introduced into the MS4 or waters of the United States shall comply with all state, federal, and any other local law requiring reporting, cleanup, containment, and any other appropriate remedial action in response to the release.
- (b) As soon as possible following such release, a written report shall be obtained by the Director from all City, County, and State agencies with authority over reporting, cleanup, containment, and any other appropriate remedial action associated with such release.

15-805. Stormwater discharges from construction activities.

- (a) General Requirements (All Sites).
 - (1) The owners of construction sites shall ensure that best management practices are used to control and reduce the discharge of pollutants into the MS4 and waters of the United States to the maximum extent possible under the circumstances.
 - (2) Qualified personnel (provided by the owner of the construction site) shall inspect disturbed areas that have not been finally stabilized, areas used for storage of materials that are exposed to precipitation, structural control measures, and locations where vehicles enter or exit the site, at least once every seven calendar days and within twenty-four hours of the end of a storm that is one-half inch or greater. All erosion and sediment control measures and other identified best management practices shall be observed in order to ensure that they are operating correctly and are effective in preventing significant impacts to receiving waters and the MS4. Based on the results of the inspection, the best management practices shall be revised as appropriate as soon as practicable. These inspections, along with a description of revisions, will be documented in writing and available for inspection by the Director upon request.
 - (3) Should it be found that soil or pollutants have already or may be carried into the MS4 or waters of the United States, immediate measures will be taken by the owner to remedy the violation and/or remove the pollutants. If the owner fails to remove pollutants within the time period prescribed in the notice of violation from the city, the city may remove the pollutants and assess the cost thereof to the responsible owner. Failure of the owner to pay such costs will be grounds for the denial of further approvals or the withholding of occupancy certificates.
 - (4) When determined to be necessary for the effective implementation of this section, the Director may require any plans and specifications that are prepared for the construction of site improvements to illustrate and describe the best management practices required by subsection (A)(1) of this section that will be implemented at the construction site. Should the proper BMP's not be installed or if the BMP's are ineffective, upon reasonable notice to the owner, the city may deny approval of any building permit, grading permit, subdivision plat, site development plan, or any other city approval necessary to commence or continue construction, or to assume occupancy.
 - (5) The owner of a site of construction activity is responsible for compliance with the requirements in this subsection. In the case of new subdivisions,

builders on individual lots can operate under the developer's NPDES permit if the developer's SWP3 deals with individual lots and the contractor's certification has been signed.

- (6) Any contractor on a construction site will also be required to use best management practices so as to minimize pollutants that enter into the MS4.
- (7) All persons shall avoid damaging BMP devices once in place. Any person damaging a BMP device shall be responsible for the repair of the damaged BMP device. Malicious destruction of a BMP device or failure of such responsible person to repair BMP device will be deemed a violation of this chapter.
- (b) Sites Requiring Federal and/or State NPDES Stormwater Discharge Permits. All owners of and contractors on sites of construction activity, that require a federal or state NPDES stormwater discharge permit, or that are part of a common plan of development or sale requiring such permit(s), shall comply with the following requirements (in addition to those in subsection A of this section):
 - (1) Any owner who intends to obtain coverage for stormwater discharges from a construction site under the Kansas general permit for stormwater discharges from construction sites ("the construction general permit") shall submit a signed copy of its notice of intent (NOI) and Stormwater Runoff Management Plan to the Director when a building permit application is made. If the construction activity is already underway upon the effective date of this chapter, the NOI shall be submitted within thirty days. When ownership of the construction site changes, a revised NOI shall be submitted within fifteen days of the change in ownership.
 - (2) A stormwater pollution prevention plan (SWP3) shall be prepared and implemented in accordance with the requirements of the construction general permit or any individual or group NPDES permit issued for stormwater discharges from the construction site, and with any additional requirement imposed by or under this chapter and any other city chapter.
 - (3) The SWP3 shall be prepared by a qualified personnel and shall comply with State NPDES requirements. The signature of the preparer shall constitute his or her attestation that the SWP3 fully complies with the requirements of the permit issued.
 - (4) The SWP3 shall be completed prior to the submittal of the NOI to the Director and for new construction, prior to the commencement of construction

activities. The SWP3 shall be updated and modified as appropriate and as required by the NPDES permit.

- (5) The Director may require any owner who is required by subsection (B)(2) of this section to prepare a SWP3, to submit the SWP3, and any modifications thereto, to the Director for review at any time.
- (6) Upon the Director's review of the SWP3 and any site inspection that he or she may conduct, if the SWP3 is not being fully implemented, the Director or his or her representative may upon reasonable notice to the owner, deny approval of any building permit, grading permit, site development plan, final occupancy certificate, or any other city approval necessary to commence or continue construction. A stop work order may also be issued.
- (7) All contractors working on a site subject to a NPDES permit shall sign a copy of the following certification statement before beginning work on the site: "I certify under penalty of law that I understand the terms and conditions of the National Pollutant Discharge Elimination System (NPDES) permit that authorizes the stormwater discharges associated with construction activity from the construction site identified as part of this certification and with the stormwater pollution prevention ordinance of the city, and I agree to implement and follow the provisions of the Stormwater Pollution Prevention Plan (SWP3) for the construction site." The certification must include the name and title of the person providing the signature; the name, address, and telephone number of the contracting firm; the address (or other identifying description) of the site; and the date the certification is made. All contractors will be responsible for their own activities to ensure that they comply with the owners' SWP3. Failure to comply with the SWP3 or malicious destruction of BMP devices is deemed to be a violation of this chapter.
- (8) The SWP3 and the certifications of contractors required by subsection (B)(7) of this section, and with any modifications attached, shall be retained at the construction site from the date of construction commencement through the date of final stabilization.
- (9) The Director may notify the owner at any time that the SWP3 does not meet the requirements of the NPDES permit issued or any additional requirement imposed by or under this chapter. Such notification shall identify those provisions of the permit or this chapter which are not being met by the SWP3, and identify which provisions of the SWP3 require modification in order to meet such

requirements. Within thirty days of such notification from the Director, the owner shall make the required changes to the SWP3 and shall submit to the Director a written certification from the owner that the requested changes have been made.

- (10) The owner shall amend the SWP3 whenever there is a change in design, construction, operation or maintenance, which has a significant effect on the potential for the discharge of pollutants to the MS4 or to the waters of the United States, and which has not otherwise been addressed in the SWP3, or if the SWP3 proves to be ineffective in eliminating or significantly minimizing pollutants, or in otherwise achieving the general objective of controlling pollutants in stormwater discharges.
- (11) Qualified personnel (provided by the owner of the construction site) shall inspect disturbed areas that have not been finally stabilized, areas used for storage of materials that are exposed to precipitation, structural control measures, and locations where vehicles enter or exit the site, at least once every seven calendar days and within twenty-four hours of the end of the storm that is one-half inch or greater. Disturbed areas and areas used for storage of materials that are exposed to precipitation shall be inspected for evidence of, or the potential for, pollutants entering the drainage system. Erosion and sediment control measures identified in the SWP3 shall be observed to ensure that they are operating correctly. Where discharge locations or points are accessible, they shall be inspected to ascertain whether erosion control measures are effective in preventing significant impacts to receiving waters or the MS4. Locations where vehicles enter or exit the site shall be inspected for evidence of off-site sediment tracking.
- (12) Based on the results of the inspections required by subsection (B)(11) of this section, the pollution prevention measures identified in the SWP3 shall be revised as appropriate. Such modifications shall provide for timely implementation of any changes to the SWP3 within ten calendar days following the inspection.
- (13) A report summarizing the scope of any inspection required by subsection (B)(11) of this section, and the names(s) and qualifications of personnel making the inspection, the date(s) of the inspection, major observations relating to the implementation of the SWP3, and actions taken in accordance with subsection (B)(12) of this section shall be made and retained on site as part of the SWP3. Such report shall identify any incidence of noncompliance. Where a report does

not identify any incidence of noncompliance, the report shall contain a certification that the facility is in compliance with the SWP3, the facility's NPDES permit, and this chapter. The report shall be certified and signed by the person responsible for making it.

- (14) The owner shall retain copies of any SWP3 and all reports required by this chapter or by the NPDES permit for the site, and records of all data used to complete the NOI for a period of at least three years from the date that the site is finally stabilized.
- (15) Upon final stabilization of the construction site, the owner shall submit written certification to the Director that the site has been finally stabilized. The city may withhold the final occupancy or use permit for any premises constructed on the site until such certification of final stabilization has been filed and the Director has determined, following any appropriate inspection, that final stabilization has occurred and that any required permanent structural controls have been completed.

15-806. Stormwater discharges associated with industrial activity.

All operators of: (1) municipal landfills; (2) hazardous waste treatment, disposal, and recovery facilities; (3) industrial facilities that are subject to Section 313 of Title III of the Superfund Amendments and Reauthorization Act of 1986 (SARA) 42, U.S.C. Section 11023; industrial facilities required to obtain NPDES stormwater discharge permits due to their standard industrial classification or narrative description; and (4) industrial facilities that the Director determines are contributing a substantial pollutant loading to the MS4, which are sources of stormwater discharges associated with industrial activity, shall comply with the following requirements:

- (a) Any owner who intends, after the effective date of this chapter, to obtain coverage for a stormwater discharge associated with industrial activity under the Kansas general permit for stormwater discharges associated with industrial activity ("the industrial general permit") shall submit a signed copy of its notice of intent (NOI) to the Director.
- (b) When required by their NPDES permit, all industries listed in this section shall prepare a stormwater pollution prevention plan (SWP3) and implement such plan in accordance with the requirements of their state or federal NPDES permit.
- (c) The SWP3, when required, shall be prepared and signed by a qualified individual and will comply with all state NPDES requirements. The signature of the preparer shall constitute his or her attestation that the SWP3 fully complies with the requirements of the NPDES permit.

- (d) The SWP3, when required, shall be updated and modified as appropriate and as required by the NPDES permit and this chapter.
- (e) A copy of any NOI that is required by subsection (A)(1) of this section shall be submitted to the city in conjunction with any application for a permit or any other city approval necessary to commence or continue operation of the industrial facility.
- (f) The Director may require any operator who is required by subsection (A)(2) of this section to prepare a SWP3, to submit the SWP3, and any modifications thereto, to the Director for review.
- (g) Upon the Director's review of the SWP3 and any site inspection that he or she may conduct, the Director may upon reasonable notice to the owner, deny approval necessary to commence or continue operation of the facility, on the grounds that the SWP3 does not comply with the requirements of the NPDES permit, or any additional requirement imposed by or under this chapter. Also, if at any time the Director determines that the SWP3 is not being fully implemented, upon reasonable notice to the owner, he or she may deny approval of any application for a permit or other city approval necessary to commence or continue operation of the facility.
- (h) The SWP3, if required, with any modifications attached, shall be retained at the industrial facility from the date of commencement of operations until all stormwater discharges associated with industrial activity at the facility are eliminated and the required notice of termination (NOT) has been submitted.
- (i) The Director may notify the owner at any time that the SWP3 does not meet the requirements of the NPDES permit, or any additional requirement imposed by or under this chapter. Such notification shall identify those provisions of the permit or chapter, which are not being met by the SWP3, and identify which provisions require modification in order to meet such requirements. Upon thirty days of such notification from the Director, the owner shall submit to the Director a written certification that the requested changes have been made.
- (j) The owner shall amend the SWP3, if required, whenever there is a change in design, construction, operation or maintenance, which has a significant effect on the potential for the discharge of pollutants to the MS4 or to the waters of the United States, or if the SWP3 proves to be ineffective in eliminating or significantly minimizing pollutants, or in otherwise achieving the general objective of controlling pollutants in stormwater discharges.
- (k) As may be required by the facilities NPDES permit, qualified personnel (provided by the owner) shall inspect equipment and areas of the facility specified in the SWP3 at

appropriate intervals or as may be specified in their NPDES permit. A set of tracking or follow up procedures shall be used to ensure that appropriate actions are taken in response to the inspections. Records of inspection shall be maintained.

- (I) Industrial facilities will implement a sampling and testing program as required by their individual NPDES permits. The Director may require written reports of any such monitoring and testing to be submitted to him or her.
- (m) The owner shall retain the SWP3 and all sampling and testing reports until at least one year after stormwater discharges associated with industrial activity at the facility are eliminated, or the operator is no longer operating the facility, and a notice of termination (NOT) has been submitted.
- (n) For discharges subject to the semi-annual or annual monitoring requirements of the industrial general permit, in addition to the records-retention requirements of this chapter, owners are required to retain for a six year period from the date of sample collection, records of all sampling and testing information collected. Owners must submit such monitoring results, and/or a summary thereof, to the Director upon his or her request.
- (o) After the effective date of this chapter, no stormwater discharge shall contain any hazardous metals in a concentration that would result in the violation of any Kansas Surface Water Quality Standard.

15-807. Ditches and ponds.

- (a) Duty to Maintain. The owner of any private drainage ditch or pond that empties into the city's MS4 or the waters of the United States has a duty to use BMPs on the ditches or pond to minimize the pollutant levels downstream. Such BMPs include, but are not limited to, removing excessive build-up of silt, repairing bank erosion, maintaining vegetative cover, the cleaning of inlet and outlet works, and the like.
- (b) Inspection and Notice by City. The city will periodically inspect these privately owned ditches and ponds. Should conditions be found that cause the pollution of downstream receiving waters, the Director shall so notify the owners, and state what actions are expected by the owners to remedy the problem.
- (c) Failure to Repair. Should the owners fail to make the necessary repair within one hundred twenty days after notice, the city is authorized to do the repairs at the expense of the owner. Should the owner fail to reimburse the city for the cost of the repairs upon demand, the city may assess the cost thereof to the owner and initiate any collection proceedings authorized by law.

15-808. Compliance monitoring.

- (a) Right of Entry. The Director or his or her authorized representatives, shall have the right to enter the premises of any person discharging stormwater to the municipal separate storm sewer system (MS4) or to waters of the United States at any reasonable time to determine if the discharger is complying with all requirements of this chapter, and with any state or federal discharge permit, limitation, or requirement. Dischargers shall allow the inspectors ready access to all parts of the premises for the purposes of inspection, sampling, records examination and copying, and for the performance of any additional duties. The director or his designee is hereby authorized to enter upon premises for all such purposes to perform the duty imposed upon him or her by this Code and may apply to a court of competent jurisdiction for an order granting such entry in the event it is denied.
- (b) Records. Subject to the requirements of subsection A of this section, dischargers shall make available, upon request, any SWP3s, modifications thereto, self-inspection reports, monitoring records, compliance evaluations, notices of intent, and any other records, reports, and other documents related to compliance with this chapter and with any state or federal discharge permit.
- (c) Sampling. The Director shall have the right to set up on the discharger's property such devices that are necessary to conduct sampling of stormwater discharges.

15-809. Subdivision development.

- (a) The developer of any subdivision requiring a federal or state NPDES stormwater discharge permit will be responsible for obtaining the required permit and developing and implementing an overall SWP3 for the subdivision. Such SWP3 shall include BMPs to be used on individual lot building sites.
- (b) City contractors installing public streets; water, sanitary sewer, storm sewer lines; and/or sidewalks will be required to comply with the developers' SWP3s and sign the appropriate contractor certification statement. For work in public rights-of-way or easements requiring a federal or state NPDES stormwater discharge permit, the city shall be responsible for obtaining the required permit and preparing and implementing the required SWP3s.
- (c) Any utility company installing utilities within a new subdivision will also be required to comply with the developers' SWP3's and sign the appropriate contractor certification statement. For work in public rights-of-way or easements requiring a federal or state NPDES stormwater discharge permit, the utility company shall be responsible for obtaining the required permit and preparing and implementing the required SWP3s.

(d) The purchasers or individual lots within the subdivision for construction purposes shall comply with the developers' SWP3 and shall sign a certification statement agreeing to do so.

15-810. Enforcement actions.

- (a) The discharge of, or potential discharge of, any pollutant to the MS4 or waters of the United States; failure to properly apply for a federal or state stormwater discharge permit; the failure to prepare or implement a SWP3 when required by a federal or state permit; the failure to use effective BMP devices; the malicious destruction of BMP devices; failure to repair BMP devices; the failure to comply with any directive, citation, or order issued under this chapter; are violations of this chapter for which enforcement action may be taken.
- (b) The enforcement actions to be taken under this chapter are as follows:
 - (1) Criminal Penalty. Any person violating any provision of this chapter shall be prosecuted in the City's municipal court as set forth below. First and second offenses shall be prosecuted as code violations punishable by a fine of not more than one thousand dollars. Third and subsequent convictions of violations of the City's stormwater regulations shall be misdemeanors, punished by a fine of not more than one thousand dollars and/or by imprisonment for not more than six months, or by both such fine and imprisonment. Each and every day during which any violation of any provision of this chapter is committed, continued, or permitted is a separate violation.
 - (2) Stop Work Order. Notwithstanding other penalties provided by this chapter, whenever the Director, or their designees, finds that any owner or contractor on a construction site has violated, or continues to violate, any provision of this chapter or any order issued thereunder, the Director may after reasonable notice to the owner or contractor issue a stop work order to the owner and contractors by posting such order at the construction site. Such order should also be distributed to all city departments and divisions whose decisions may affect any activity at the site. Unless express written exception is made, the stop work order shall prohibit any further construction activity at the site and shall bar any further inspection or approval by the city associated with the building permit, grading permit, site development plan approval, or any other approval necessary to commence or to continue construction or to assume occupancy at the site. Issuance of a stop work order shall not be a bar against, or a prerequisite for, taking any other action against the violator. Failure to comply with the

requirements of any stop work order is a violation of this chapter and grounds for refusal to issue the Contractor any construction permits for future projects.

- (3) Administrative Penalty Process.
 - (A) When the Director finds that any stormwater discharger has violated or continues to violate the provisions set forth in this chapter, or the discharger's NPDES permit or any order issued thereunder, the Director may issue an order for compliance to the discharger. Such orders may contain any requirements as might be reasonably necessary and appropriate to address noncompliance including, but not limited to, the installation of best management practices, additional self-monitoring, and/or disconnection from the MS4.
 - (B) The Director, with the approval of the Governing Body, is empowered to enter into consent orders, assurances of voluntary compliance, or other similar documents establishing an agreement with any industrial discharger responsible for noncompliance. Such orders shall include specific action to be taken by the discharger to correct the noncompliance within a time period specified by the order.
 - (C) Notwithstanding any other remedies or procedures available to the city, any discharger who is found to have violated any provision of this chapter, or any NPDES permit or any order issued under this chapter, may be assessed an administrative penalty as follows:
 - (i) Failure to properly apply for a required NPDES permit: first offense: five hundred dollars; second and subsequent offenses: two thousand five hundred dollars per violation;
 - (ii) Failure to prepare stormwater pollution prevention plan: first offense: five hundred dollars; second and subsequent offenses: two thousand five hundred dollars per violation;
 - (iii) Failure to install best management practices: first offense: two hundred dollars; second and subsequent offenses: one thousand dollars per violation;
 - (iv) Failure to maintain best management practices: first offense: two hundred dollars; second and subsequent offenses: one thousand dollars per violation;

(v) Failure to perform required sampling and testing or provide testing reports: first offense: two hundred dollars; second and subsequent offenses: one thousand dollars per violation.

Each day on which noncompliance shall occur or continue shall be deemed a separate and distinct violation. Upon assessment of any administrative penalty, the city will bill the violator for such charge and the Director shall have such collection remedies as are available at law. No further construction permits shall be issued to a violator until all such administrative penalties are paid.

15-811. Applicability of enforcement actions.

- (a) Illegal dumping will be subject to criminal penalties process.
- (b) Illegal connections will be subject to either the criminal or administrative penalty processes.
- (c) Industrial violations will be subject to the administrative penalty process.
- (d) Individual building sites not requiring a federal or state NPDES permit will be subject to the criminal penalty and the stop work order processes; however, any owner or contractor of such sites deemed guilty in a court of law of a violation of this chapter will also be subject to the administrative penalty process for subsequent violations of this chapter.
- (e) Individual building sites requiring a federal or state NPDES permit will be subject to the administrative penalty process.
- (f) Subdivision developers in subdivisions not requiring a federal or state NPDES permit will be subject to the criminal penalty and stop work order processes; however, any owner or contractor of such sites deemed guilty in a court of law of a violation of this chapter will also be subject to the administrative penalty process for subsequent violations of this chapter.
- (g) Subdivision developers of subdivisions requiring a federal or state NPDES permit will be subject to the administrative penalty process.
- (h) City contractors and utility companies working on projects not requiring a federal or state NPDES permit will be subject to the criminal penalty process.
- (i) City contractors and utility companies working on projects requiring federal or state NPDES permit will be subject to the administrative penalty process.

15-812. Hearing and appeal.

Any violator that is subjected to the administrative penalty or stop work order processes may request an administrative hearing and appeal as follows:

- (a) Any party affected by a penalty, order, directive or determination issued or made, pursuant to this chapter may, within seven days of the issuance of such penalty, order, directive, or determination request a hearing before the Director to show cause why such should be modified or made to not apply to such person. Such request shall be in writing and addressed to the Haysville City Clerk, 200 W. Grand, Haysville, Kansas, 67060. The Director or his designee shall hold the requested hearing as soon as practical after receiving the request, at which time the person affected shall have an opportunity to be heard. At the conclusion of the hearing, the Director shall issue a written response to the person requesting the hearing affirming, modifying, or rescinding the penalty, order, directive, or determination issued or made.
- (b) Any party aggrieved by the decision of the Director may appeal such decision to the Governing Body within seven days of receipt of the decision by filing notice of appeal with the City Clerk. The Governing Body may affirm, modify, or reverse the decision of the Director. Any appeal of the Governing Body's decision shall be as provided by state law.
- (c) Any hearing or appeal as described in this section to either the Director or Governing Body shall not be required to conform to the rules of a judicial hearing, shall be deemed an administrative hearing or appeal, and shall allow the aggrieved party an opportunity to explain his/her position. A reasonable time limit may be set upon such hearing.

15-813. Enforcement personnel authorized.

The following personnel employed by the city shall have the power to issue notices of violations, criminal citations and implement other enforcement actions under this chapter:

- (a) The Director and his/her designees;
- (b) All authorized code enforcement officers.

15-814. Other remedies.

Notwithstanding any other remedies or procedures available to the city, if any person discharges into the MS4 in a manner that is contrary to the provisions of this chapter, or any NPDES permit or order issued hereunder, the city attorney may commence an action for appropriate legal and equitable relief including damages and costs in the district court of Sedgwick County. The city attorney may seek a preliminary or permanent injunction or both which restrains or compels the activities on the part of the discharger.

15-815. Falsifying information.

Any person who knowingly makes false statements, representation or certification in any application, record, report, plan or other document filed or required to be maintained pursuant to this chapter or any NPDES permit, or who falsifies, or tampers with any monitoring device or method required under this chapter shall, upon conviction in the City's municipal court, be found guilty of a Class A misdemeanor, punished by a fine of not more than two thousand five hundred dollars or by imprisonment for not more than one year, or by both such fine and imprisonment.

15-816. Supplemental enforcement actions.

- (a) Performance Bonds. Where necessary for the reasonable implementation of this chapter, the Director may, by written notice, order any owner of a source of stormwater discharge associated with construction or industrial activity affected by this chapter to file a satisfactory bond, payable to the city, in a sum not to exceed a value determined by the Director to be necessary to achieve consistent compliance with this chapter. The city may deny approval of any building permit, grading permit, subdivision plat, site development plan, or any other city permit or approval necessary to commence or continue construction or industrial activity at the site, or to assume occupancy, until such a performance bond has been filed.
- (b) Liability Insurance. Where necessary for the reasonable implementation of this chapter, the Director may, by written notice, order any owner of a source of stormwater discharge associated with construction or industrial activity affected by this chapter to submit proof that it has obtained liability insurance, or other financial assurance, in an amount not to exceed a value reasonably determined by the Director, that is sufficient to remediate, restore, and abate any damage to the MS4, the waters of the United States, or any other aspect of the environment that is caused by the discharge.

15-817. Stormwater runoff management plans.

No development shall increase the quantity and rates of stormwater emanating from said land areas except in accordance with an approved stormwater management plan as provided in these regulations. The stormwater management plan shall be prepared by a licensed professional engineer in the state. No building permits shall be issued prior to the approval of the stormwater management plan by the Director. The definitions utilized under 15801 et seq. shall be utilized within this portion of the Haysville Municipal Code.

15-818. Preliminary stormwater management plan.

- (a) A preliminary stormwater management plan shall accompany all preliminary applications for land development. This preliminary plan shall contain but not be limited to the following information and data:
 - (1) A site plan of suitable scale and contour interval showing topographical information of the land to be developed and adjoining land whose topography may affect the proposed layout or drainage patterns for the development. A general plan of final contours of the site development shall also be shown as shall all existing streams, waterways, channels and the extent of the established floodplains;
 - (2) The location and calculated flow rates of all adjacent storm drainage facilities;
 - (3) A general discussion of the type and characteristics of soils contained in the development area;
 - (4) A discussion of the concepts to be considered in the development to handle anticipated stormwater runoff including the methods to be utilized to detain or control increased stormwater runoff generated by the proposed development;
 - (5) A preliminary plan of proposed storm drainage facilities including preliminary calculations of runoff to be handled by such facilities;
 - (6) A discussion of the possible effects that the proposed development could have on areas adjoining the development.
- (b) Following the receipt of the preliminary stormwater management plan, a general review meeting shall be conducted and shall include the Director and representatives of the developer and the developer's engineer. The City Engineer and City Planner may be included at the discretion of the Director. The purpose of this review shall be to jointly agree on the conceptual methods proposed to be utilized and the possible effects of the proposed development on existing or future adjacent developments.

15-819. Final stormwater management plan.

(a) Following the review of the preliminary stormwater management plan and after the general approval of the preliminary plan by the Director, a final stormwater management plan shall be prepared for each phase of the proposed project as each phase is developed. The submittal of the final plan shall coincide with the application for final approval of the development and shall constitute a refinement of the concepts approved in the preliminary plan. It is important to note that if a project is to be phased, the total area of the conceptual project is to be considered in all calculations and that

facilities should be designed for each phase which would be compatible with those of the total development plan. The final stormwater management plan for any development shall include but not be limited to the following additional information unless specifically allowed to be excluded by the Director:

- (1) A topographic map of the project site and adjacent areas, of suitable scale and contour interval, which shall define the location of streams, the extent of floodplains and calculated high-water elevations, the shoreline of lakes, ponds, swamps, and detention basins including their inflow and outflow structures, if any;
- (2) The location and flowline elevation of all existing sanitary and storm sewers, and the location of any existing sewage treatment facilities, which fall within the project limits and within a distance of five hundred feet beyond the exterior boundaries of the project;
- (3) Detailed determination of runoff anticipated for the entire project site following development indicating design volumes and rates of proposed runoff for each portion of the watershed tributary to the storm drainage system, the calculations used to determine said runoff volumes and rates and review of the criteria which has been used by the design engineer;
- (4) A layout of the proposed stormwater management system including the location and size of all drainage structures, storm sewers, channels and channel sections, detention basins, and analyses regarding the effect said improvements will have upon the receiving channel and its high-water elevation;
- (5) The slope, type, size, and flow calculations for all existing and proposed storm sewers and other waterways;
- (6) For all detention basins, if any, plot or tabulation of storage volumes with corresponding water surface elevations and of the basin outflow rates for those water surface elevations;
- (7) For all detention basins, if utilized, design hydrographs of inflow and outflow for the differential runoff from the site under proposed development conditions;
- (8) A grading and sediment and erosion control plan for the project site;
- (9) A profile and one or more cross-sections of all existing and proposed channels or other open drainage facilities, showing existing conditions and the proposed changes thereto, together with the high-water elevations expected from stormwater runoff under the controlled conditions called for by these

regulations and the relationship of structures, streets, and other utilities to such channels.

(b) The final stormwater management plan shall be reviewed by the Director. If it is determined according to present engineering practice that the proposed development will provide control of stormwater runoff in accordance with the purposes, design criteria and performance standards of these regulations and will not be detrimental to the public health, safety, and general welfare, the Director shall approve the plan or conditionally approve the plan, setting forth the conditions thereof. If approved, a drainage permit for the development shall be granted. If it is determined that the proposed development will not control stormwater runoff in accordance with these regulations the Director shall disapprove the stormwater management plan. If disapproved, the application and data shall be returned to the applicant for corrective action and resubmittal.

15-820. Design criteria.

Unless otherwise approved, the following rules shall govern the design of improvements with respect to managing stormwater runoff:

- (a) Methods Of Determining Stormwater Runoff. In determining the amount of stormwater runoff from a development, it is important for the designer to relate the methodology to be used in his calculations to the proportionate size of the tributary watershed area. Approved methods of determining stormwater runoff shall be contained in the Storm Water Manual. Use of methods other than those described in the Stormwater Manual shall be only upon approval of the Director.
- (b) Development Design. Streets, blocks, depth of lots, parks, and other public grounds shall be located and laid out in such a manner as to minimize the velocity of overland flow and allow maximum opportunity for infiltration of stormwater into the ground, and to preserve and utilize existing and planned streams, channels and detention basins, and include, whenever possible, streams and floodplains within parks and other public grounds.
- (c) Enclosed Systems And Open Channels. The Design Criteria for Storm Drainage Facilities, latest edition, of the city, which by reference is made a part hereof as though repeated verbatim in this article, shall govern the design of enclosed systems and open channels within the city.
- (d) Methods Of Controlling Downstream Flooding. The Director shall determine whether the proposed plan will cause or increase downstream local flooding conditions. This determination shall be made on the basis of existing downstream development and

drainage system capabilities and an analysis of stormwater runoff prior to and after the proposed development. If the Director determines that the proposed development will cause or increase downstream local flooding conditions during the design storm, provisions to minimize such flooding conditions shall be included in the design of storm drainage improvements and/or the temporary controlled detention of stormwater runoff and its regulated discharge to the downstream storm drainage system.

- (e) Downstream Improvements. Improvements to minimize downstream flooding conditions may include, but not be limited to, the construction of dams, dikes, levees, and floodwalls; culvert enlargements; and channel clearance and modification projects.
- (f) Detention Basins. Temporary detention of stormwater runoff may be used in developments in order to minimize downstream flooding conditions. Generally, stormwater detention basins shall be designed and constructed for the attenuation of the peak rate of runoff to an amount not greater than that occurring prior to development. Temporary storage facilities will not be required in situations where the installation of such a facility would adversely affect the environment or where the site discharges directly into a major stream or system component. The design of temporary detention facilities shall be in accordance with the following design criteria:
 - (1) Storage volume requirements: Sufficient storage volume shall be provided to prevent local flooding damage. Such volume shall be adequate to contain the differential volume of runoff which would result from the design storm occurring on a fully developed site over the maximum allowable release rate. Inflow rates into the storage basin shall be determined utilizing either the rational method or the unit hydrograph method dependent on the development size limitations and methodologies described in subsection (1) of this section. The minimum rainfall event to be utilized in determining the detention storage volume shall be based upon the planned land usage and intensity within the tributary area and shall be as follows:
 - (A) Residential development, ten-year rainfall event.
 - (B) Commercial and industrial, twenty-five-year rainfall event.
 - (2) Minimum rainfall events shall be based upon the twenty-four-hour point rainfall as indicated in Technical Paper No. 40 published by the Department of Commerce, Weather Bureau.
 - (3) In the event of special circumstances the Director may require the use of storms of greater magnitude. When utilizing the rational method for runoff

- computations the rainfall intensity (i) and runoff coefficient (c) shall be based upon the area being fully developed in accordance with the planned land usage.
- (4) Associated with the analysis will be the routing of the storm hydrograph through the basin to determine the effect of the temporary storage on the rate of inflow.
- (5) As a result of the flood routing procedure, a determination of the required combination to temporary storage volume and outlet control required to reduce post development peak outflows to no more than the maximum allowable release rate may be made.
- (g) Maximum allowable release rate: The basic design factor used in the determination of the maximum release rate of a detention facility shall be the capability of the downstream system to handle the flow adequately. In general, the maximum release rate shall be defined as the rate of runoff occurring prior to the proposed development taking place and shall be determined mathematically as the runoff resulting from a tenyear return-frequency rainfall calculated using the rational formula. Deviations from the use of this rainfall frequency in design calculations shall be only where approved by the Director. Actual rainfall intensity (i) shall be determined for the time of concentration of the tributary area in its undeveloped and natural state. The runoff coefficient (c) shall likewise be determined for the land in its undeveloped state. In no case shall the release rate exceed the existing "safe" storm drainage capacity of the downstream system or watercourse.
- (h) Freeboard: The minimum elevation of the top of the detention storage basin embankment shall be at least one foot above the water surface with the emergency spillway flowing at design, or a minimum of two feet above the crest of the emergency spillway.
- (i) Sediment storage: A sediment storage volume of at least five percent of the total required temporary storage volume for runoff detention shall be provided.
- (j) Outlet control works: Outlet works shall not include any mechanical components or devices and shall function without requiring attendance or control during operation. Size and hydraulic characteristics shall be such that all water in detention storage is released to the downstream storm sewer system within twenty-four hours after the end of the design rainfall.
- (k) Emergency overflow: A method of emergency overflow shall be designed and provided to permit the safe passage of runoff generated from a one-hundred-year storm.

- (I) Other design considerations: All stormwater detention basins shall be designed with the capability of passing a one-hundred-year hydrograph from a fully developed watershed basin through the outlet works without causing failure of the embankment. It is not the intent of this requirement to entail any additional reduction of the peak runoff rate, but to assure the integrity and safety of the structure.
- (m) Design data submittal: In addition to complete plans, the following design data shall be submitted to the Director for all projects including temporary detention facilities:
 - (1) Rainfall hydrograph plotted in units of inches per hour as ordinates, and time from beginning of the storm as abscissas;
 - (2) Runoff hydrograph plotted in units of cubic feet per second runoff rate of the tributary area as ordinates, and time from the start of runoff as abscissas;
 - (3) Area: capacity curve for proposed detention facility plotted in units of datum elevation as ordinates, and cumulative volume of storage as abscissas;
 - (4) Discharge characteristics curve or outlet works plotted in units of detention facility water surface elevation as ordinates, and discharge rate for cubic feet per second (cfs) as abscissas; as ordinates, and time from the start of runoff as abscissas. Curves shall be so arranged that the vertical distance between the accumulated storage and accumulated discharge will indicate the net volume in storage at any point in time. Curves shall be extended to the time required for complete discharge of all runoff stored in the detention facility.
- (n) Other detention methods: In addition to the above criteria, the following detention methods may be utilized to provide temporary detention storage:
 - (1) Wet-bottom basins: The minimum normal depth of water before the introduction of excess stormwater shall be four feet. If fish are to be used to keep the basin clean, at least one quarter of the area of the permanent pool must have a minimum depth of ten feet. For emptying purposes, cleaning or shoreline maintenance, facilities shall be provided or plans prepared for the use of auxiliary equipment to permit emptying and drainage. All surface area within the fluctuating limits of the basin storage or that which is susceptible to or designed as overflow areas from storms with a higher return frequency than those utilized in the design of the facility shall be seeded and mulched, sodded or paved.
 - (2) Dry-bottom basins: Where possible these shall be designed to serve secondary purposes for recreation, open space or other types of use which will not be adversely affected by occasional or intermittent flooding. To facilitate

interior drainage, concrete paved swales shall be required from the inflow to the outlet structures.

- (3) Rooftop storage: Detention storage may be met in total or in part by detention on roofs. Details of such designs, which shall be included in the drainage permit applications, shall include the depth and volume of storage, details of outlet devices and downdrains, elevations of overflow scuppers, design loadings for the roof structure and emergency overflow provisions.
- (4) Paved parking lots: May be designed to provide temporary storage of stormwater on all or a portion of their surfaces to a maximum depth of nine inches. Outlets will be designed so as to empty the stored waters in such a time to create the least amount of inconvenience to the public. Minimum slopes of one percent and maximum slopes of four percent are to be utilized. The minimum freeboard from the maximum water ponding elevation to lowest sill elevation of adjacent buildings or structures shall be one foot.

(Ord. 1125)

15-821. Performance standards.

- (a) Stormwater Channel Location. Generally acceptable locations of stormwater runoff channels in the design of a subdivision may include but not be limited to the following:
 - (1) In a depressed median of a double roadway, street, or parkway provided the median is wide enough to permit maximum three-to-one side slopes;
 - (2) Centered on back lot lines or entirely within the rear yards of a single row of lots or parcels;
 - (3) In each of the foregoing cases, a drainage easement to facilitate maintenance and design flow shall be provided and shown on the plat. No structures will be allowed to be constructed within or across stormwater channels.
- (b) Storm Sewer Outfall. The storm sewer outfall shall be designed so as to provide adequate protection against downstream erosion and scouring.
- (c) Lot Lines. Whenever the plans call for the passage and/or storage of floodwater, surface runoff, or stormwater along lot lines, the grading of all such lots shall be prescribed and established for the passage and/or storage of waters. No structure may be erected in these areas which will obstruct the flow of stormwater. Additionally, installation of fences and the planting of shrubbery or trees within the areas will not be

permitted. Changes in the grade and contours of the floodwater or stormwater runoff channels will not be permitted unless approved in writing by the Director.

- (d) Manholes. All sanitary sewer manholes constructed in a floodplain or in an area designed for the storage or passage of flood-water or stormwater shall be provided with either a watertight manhole cover or be constructed with a rim elevation of one (1) foot above the high water elevation of the design storm, whichever is applicable to the specific area.
- (e) Easements. Permanent easements for the detention and conveyance of stormwater, including easements of access to structures and facilities, shall be dedicated to the city.
- (f) Drainage Permits. A drainage permit for projects including detention facilities can be granted by the Director only after the final stormwater management plan has been approved and all easements have been dedicated, accepted, and recorded, and all required maintenance assurances and required bonds have been executed.

15-822. General information concerning plans for grading and sedimentation and erosion control.

- (a) Prior to the approval and recording of the final subdivision or land development plan, a plan depicting proposed site grading within the development shall be submitted to the Director for review and approval.
- (b) Stripping of vegetation or earthmoving shall not be permitted nor will building permits be issued prior to approval of this plan by the Director.
- (c) For major subdivision developments consisting of more than ten lots, the grading plan shall be accompanied by a detailed sedimentation and erosion control plan.

15-823. Grading plan - subdivision.

The grading plan shall be prepared by a licensed professional engineer in the state. The contents of the plan shall include but not be limited to the following information:

- (a) Contours of existing grades at intervals not more than five feet. Intervals less than five feet may be required dependent on the character of the topography;
- (b) Property lines identified as to existing or proposed lot and block number;
- (c) Elevation and location of nearest benchmark (U.S.G.S. datum);
- (d) Final grading contours drawn at sufficient intervals of not more than five feet to depict major subdivision drainage patterns. In addition, final grading spot elevations shall be shown for all corners of each lot. Such corner elevations shall be general in

nature and upon approval of the Director may be revised at the time of plot plan submittal;

- (e) One-hundred-year floodplain line with elevation;
- (f) Easement and right-of-way information including drainage easements required for off-site drainage ways;
- (g) Existing or proposed utility information.

15-824. Grading plan - individual lots.

Applications for individual building permits shall be accompanied by a specific grading plan for that lot. Such grading plan shall be incorporated into the plot plan and shall contain as a minimum, the following information:

- (a) Property lines identified as to existing or proposed lot and block number, and/or proposed or assigned street address with distances to property Lines, building setback lines, easements;
- (b) Proposed location of structure;
- (c) Proposed type of structure (i.e. bi-level, split-level, etc.,);
- (d) Elevations of the top of foundation, proposed grade at principal structure corners and at lot corners, flowline of adjacent gutters, elevations of culverts, inlets, if applicable, and lowest opening "minimum pad elevation", if applicable;
- (e) Approximate location of drainage swales indicated by directional arrows depicting flow patterns. Spot elevations may be utilized in lieu of arrows. Additional information may be required by the Director to assure protection of adjacent property.

15-825. Minimum grading standards.

- (a) The following minimum criteria for site grading shall apply to all applications for site grading:
 - (1) Protective slopes around structures:
 - (A) Downward slope from structure foundations to drainage swales,
 - (B) Minimum gradients:
 - (i) Impervious surfaces shall be one-eighth inch per foot (one percent),

- (ii) Pervious surfaces shall be one-fourth inch per foot (two percent),
- (C) Maximum gradient shall be four horizontal to one vertical for a minimum four feet from foundation walls;

(2) Lawn areas:

- (A) Minimum gradient shall be one-eighth inch per foot (one percent),
- (B) Maximum gradient shall not be greater than three horizontal to one vertical;
- (3) Driveways sloping toward buildings shall be graded in such a manner as to provide an intercepting swale draining away from the structure prior to its connection with the building.
- (b) In specific cases the use of gradients less than or greater than those specified may be required. Variance from these requirements may be allowed where justified and approved by the Director.

15-826. Sediment and erosion control.

In major developments, or as specifically required by the Director, a detailed sediment and erosion control plan shall accompany all grading plan applications. The implementation of the approved plan shall be concurrent with site grading activities for the proposed development and shall remain in effect until the completion of the subdivision or development. The plan submitted shall address the type and characteristics of the soils within the development and an indication shall be made of the potential erodibility of the site during construction operations. Methods to prevent sedimentation and erosion of the site shall include, but not be limited to, chemical treatment of the soil, siltation basins, mulches and netting. Protective measures proposed to be utilized should be dependent upon the degree of erodibility of the site.

15-827. Appeals.

Any person aggrieved by a decision of this chapter shall have the right to appeal in the manner set forth in Haysville Municipal Code 15-812.

15-828. Penalty for violations; actions.

The violation of any provision of this Code is a misdemeanor, enforceable under any of the provisions of Haysville Municipal Code 15-810, and any person, firm, association, partnership or corporation convicted thereof shall be punished by a fine not to exceed Five Hundred Dollars (\$500.00); and the city shall further have the authority to maintain suits or actions in any court

of competent jurisdiction for the purpose of enforcing any provisions of this code and to abate nuisances maintained in violation thereof; and in addition to other remedies, institute injunction, mandamus, or other appropriate action or proceeding to prevent such unlawful erection, construction, reconstruction, alteration, conversion, maintenance, or use, or to correct or abate such violation, or to prevent the occupancy of the building, structure, or land. Each day any violation of this Code shall continue shall constitute a separate offense.

Article 9. Control of Fats, Oils, and Grease in Food Service Establishments

15-901. Waste discharge.

Waste discharge in food service establishments from fixtures and equipment which may contain grease; including, but not limited to, scullery sinks, pot and pan sinks, pre-rinse/pre-wash sinks in dishwashing areas, wok stoves, self-cleaning stove ventilation/exhaust hood, soup kettles, mop sinks, food prep sinks, and floor drains located in areas where grease-containing materials may exist, may be discharged into the sanitary sewer collection system only under the conditions of this chapter.

When grease-containing materials are processed through garbage grinders, the waste from said garbage grinders should be directed to the grease interceptor. The director must approve garbage grinder disposal installations. An additional 30 percent of wetted volume will be added to the calculated size of the grease interceptor that is to receive garbage grinder waste.

Toilets, urinals, dishwashers, and other similar fixtures shall not discharge through the grease interceptor unless specifically approved, in writing, by the director.

All waste shall enter the grease interceptor through the inlet pipe only.

15-902. Definitions.

Unless otherwise expressly stated, or the context clearly indicates a different intention, the following terms shall, for the purpose of this chapter, have the meaning indicated in this section:

- (a) <u>Automatic grease removal device</u> means units, which use devices such as belts, wheels, or skimmers to actively remove the floatable grease from the waste stream. Typical devices include a moving belt entering and exiting a trapped volume of wastewater. The mechanism captures the grease, which is deposited into a separate holding container.
- (b) <u>Building discharge line system</u> means a sewer line or lines maintained and controlled by private persons for the purpose of conveying sewage from the waste producing location to the sanitary sewer collection system.
- (c) <u>Common grease interceptor</u> means an interceptor to which grease wastes are directed from more than one facility having different operators or type of operations, such as in a multi-tenant building.
- (d) <u>Director</u> means the Director of Public Works or designee, who has been given the administrative authority to enforce this chapter.

- (e) <u>Food service establishment</u> means any facility which cuts, cooks, bakes, prepares or serves food, or which disposes of food-related wastes; including, but not limited to, food manufacturers and packagers, restaurants, grocery stores, bakeries, lounges, hospitals, hotels, nursing homes, churches, schools, festivals, and amusement parks.
- (f) <u>Garbage grinder</u> means a device, which shreds or grinds up solid or semisolid waste materials into smaller portions for discharge into the sanitary sewer collection system.
- (g) <u>Generator</u> means a user, by site, who produces wastes from the user's process operations. The generator is responsible for assuring that the produced waste is disposed of in accordance with all federal, state and local disposal regulations.
- (h) <u>Gravity grease interceptor</u> means a device that is constructed to intercept oily and greasy wastes from a food service establishment kitchen and food preparation area. Typical installation is located outside and in-ground as close to the kitchen fixtures as possible while allowing for accessibility for inspections and maintenance.
- (i) <u>Grease</u> means a material composed primarily of fatty matter from animal or vegetable sources or from hydrocarbons of petroleum origins. The terms "oil and grease" or "oil and grease substances" shall be deemed as grease by definition.
- (j) <u>Grease interceptor</u> means a plumbing appurtenance that is installed in a sanitary drainage system to intercept oily and greasy wastes from a wastewater discharge. The device is constructed as to intercept, separate and hold, free-floating oil and grease substances in order to keep oil and grease substances from entering the sanitary sewer collection system.
- (k) <u>Multi-tenant building</u> means a facility with spaces for two or more tenants, including but not limited to

15-903. General criteria – Design and approval.

Grease interceptors shall be constructed at a minimum of 1,000 gallon, two compartments with fittings designed for grease retention. Other grease devices or technologies not meeting the gravity grease interceptor definition shall be subject to the written approval of the director. Such approval shall be based on demonstrated removal efficiencies of the proposed technology. Hydro mechanical grease interceptors, also known as "Under the sink" grease interceptors, shall not be approved.

Access manholes, with a minimum diameter of 24 inches, shall be provided over each chamber and sanitary tee. The access manholes shall extend at least to finished grade and shall be designed and maintained to prevent water inflow or infiltration. The manholes shall also have

readily removable traffic bearing covers to facilitate inspection, grease removal, and wastewater sampling activities.

There shall be an adequate number of access points for cleaning and inspecting all areas of the grease interceptor. Manhole covers shall be gas tight in construction. In areas where additional weight loads may exist, the grease interceptor shall be designed to have adequate load-bearing capacity.

15-904. General criteria – location.

Each grease interceptor shall be so installed and connected that it shall be at all times easily accessible for inspection, cleaning and removal of the intercepted grease. A gravity grease interceptor may not be installed in any part of a building where food is handled. Location of the grease interceptor shall meet the approval of the director. Multiple gravity grease interceptors installed at a single location shall be installed in series.

All new construction multi-tenant buildings shall include a separate waste line for each leasable space that discharges to a common interceptor. This waste line shall be permanently marked to identify it as required by the director. When a space is leased, sold, or rented to a food service establishment, all kitchen drains and any other drains that may carry grease waste shall be connected to this waste line; no domestic sewage may be connected to this line. The property owner shall be responsible for proper maintenance of this interceptor in accordance with the provisions of this ordinance. Festivals and amusement parks shall be considered a single facility for the purpose of this article.

15-905. Installation Requirements.

- (a) New Facilities: On or after the effective date of the ordinance codified in this chapter, all food service establishments which are newly proposed, constructed, undergoing a change of ownership, or existing facilities which shall be expanded or renovated to include a food service establishment where such facilities did not previously exist, shall be required to have an approved gravity grease interceptor. Such food service establishments shall submit drainage plumbing plans to the director or designee for approval prior to obtaining a building permit. The director shall approve the prerequisite for an approved, properly sized, type and location of the gravity grease interceptor.
- (b) Existing Facilities: On or after the effective date of the ordinance codified in this chapter, all existing food service establishments shall be required to install an approved, properly operated and maintained gravity grease interceptor within 120 days of notification by the city that any of the following conditions exist:

- (1) The facilities are found by the director to be contributing grease in quantities sufficient to cause sanitary sewer line stoppages or to necessitate increase maintenance on the sanitary sewer collection system in order to keep main line stoppages from occurring.
- (2) Remodeling of the food preparation or kitchen waste plumbing facilities which are subject to a permit issued by the Public Works Department. The compliance date under this subsection (b), will be determined by the director.
- (c) Extensions: Any requests for extensions to these required installation dates must be made in writing to the director at least seven days in advance of the compliance date. The written request shall include the reasons for the user's failure or inability to comply with the compliance date set forth, the additional time needed to complete the remaining work, and the steps to be taken to avoid future delays.

15-906. Grease Interceptor Maintenance.

- (a) Pumping. All grease interceptors shall be maintained by the user at the user's expense. Maintenance shall include the complete removal of all contents, including floating materials, wastewater, and bottom sludge and solids. Decanting or discharging of removed waste back into the interceptor from which the waste was removed or any other grease interceptor, for the purpose of reducing the volume to be disposed, is prohibited.
- (b) Pumping Frequency. Grease interceptors must be pumped out completely a minimum of once every 90 days, or more frequently as needed, to prevent carryover of grease into the sanitary sewer collection system, unless it can be demonstrated to the director that the pumping frequency can be extended past the three-month period.
- (c) Disposal of Grease Interceptor Pumpage. All waste removed from each grease interceptor must be disposed of at a facility permitted to receive such waste in accordance with the provisions of this chapter. In no way shall the pumpage be returned to any private or public portion of the sanitary sewer collection system or the sewage treatment plants, without prior written approval from the director.
- (d) Additives. Any additive(s) placed into the grease interceptor or building discharge line system on a constant, regular, or scheduled basis shall be reported to the director. Such additives shall include, but not be limited to, commercially available bacteria or other additives designed to absorb, purge, consume, treat or otherwise eliminate grease and oils. Additives containing enzymes are prohibited. The use of additives shall in no way be considered as a substitution to the maintenance procedures required herein.

(e) Physical integrity. All grease interceptors shall be maintained in operable condition and to meet the criteria described in Section 15-802 at all times. The integrity of the baffle wall separating the two compartments shall be maintained; rebar shall not be exposed, and grease interceptors with leaks or holes shall be repaired or replaced at the discretion of the director.

15-907. Administrative Requirements.

(a) Manifest. All pumpage from gravity grease interceptors must be tracked by a manifest, which confirms pumping, hauling and disposal of waste. This manifest shall contain the following information:

(1) Generator information:

Name

Address

Volume pumped

Date and time of pumping

Amount of floatable grease and settable solids in inches

Total liquid depth in inches, including grease and solids

Signature of generator verifying generator information

(2) Transporter information:

Company name

Address

Driver name and signature verifying transporter information

(3) Receiving facility information:

Facility name

Address

Date and time of receiving signature verifying receipt of waste

Upon receipt of the waste, the receiving facility shall send one copy of each manifest to the following address: Wastewater Superintendent, 401 S. Jane St., Haysville, Kansas, 67060.

- (b) Maintenance Log. A grease interceptor log shall be maintained for each grease interceptor, including automatic grease removal devices and hydro mechanical grease interceptors. This log shall include the date, time, amount pumped, hauler and disposal site, and monthly inspection results of the floatable grease and settable solids levels in inches and shall be kept in a conspicuous location for inspection. Said log shall be made immediately available to any representative of the Public Works & Utilities Department upon request.
- (c) Reporting. The information required in the maintenance log must be submitted by the permitted food service representative to the wastewater utility every 15 th day of the month following each quarter-year period. The report shall be submitted within fifteen days after the end of the reporting period to the pretreatment administration.

15-908. Monitoring, inspection and entry.

- (a) Monitoring. When required for the purposes of this chapter, the user shall provide, operate and maintain, at user's expense, safe and accessible monitoring facilities (such as a suitable manhole) at all times to allow observation, inspection, sampling and flow measurement of the building sewer or internal drainage systems. When the physical location and hydraulic conditions are suitable, a manhole or similar facility existing on the sanitary sewer collection system may be utilized as the user's manhole when agreed to by both the user and the director.
- (b) Inspection and Entry. Authorized personnel of the city, bearing proper credentials and identification, shall have the right to enter upon all properties subject to this chapter, at any reasonable time and without prior notification, for the purpose of inspection, observation, measurement, sampling, testing or record review, in accordance with this chapter.

15-909. Emergency suspension of services.

The city may suspend water or sewer service when such suspension is necessary, in the opinion of the director, in order to stop an actual or threatened discharge which:

- (a) Presents or may present an imminent or substantial endangerment to the health or welfare of persons or the environment;
- (b) Causes stoppages, or excessive maintenance to be performed to prevent stoppages, in the sanitary sewer collection system;
- (c) Causes interference to the POTW; or
- (d) Causes the city to violate any condition of its NPDES permit.

Any person notified of a suspension of the water or sewer service shall immediately stop or eliminate the discharge. In the event of a failure of the person to comply voluntarily with the suspension order, the city shall take such steps as deemed necessary, including immediate termination of water or sewer service, to prevent or minimize damage to the POTW system or sewer connection or endangerment to any individuals. The city shall reinstate the water or sewer service when such conditions causing the suspension have passed or been eliminated. A detailed written statement submitted by the user describing the cause(s) of the harmful discharge and the measure(s) taken to prevent any future occurrence shall be submitted to the Pretreatment Administrator within fifteen days of the date of occurrence.

15-910. Violation.

It is unlawful for any user to discharge into the sanitary sewer collection system in any manner that is in violation of this chapter or of any condition set forth in this chapter.

15-911. Enforcement.

The director shall have the administrative authority to enforce this chapter. Whenever the city finds that any user has violated or is violating this chapter, or any prohibition, limitation, or requirements contained herein, the director will implement the Fats, Oils, and Grease Program enforcement response plan. Enforcement response necessary to initiate corrective action may include but not be limited to the following:

- (a) Notice of Violation. The city may serve upon any user a written notice stating the nature of violation. Within 15 days of the date of notice, a plan for the satisfactory correction thereof shall be submitted to the director by the user.
- (b) Administrative Order. When the director finds that a user has violated or continues to violate the provisions set forth in this chapter, or the order issued there under, the director may issue an order for compliance to the user responsible for the discharge. Orders may contain any requirements as might be reasonable, necessary and appropriate to address the noncompliance; including, but not limited, to the installation of pretreatment not technology, additional self-monitoring and management practices.
- (c) Consent Order. The director is empowered to enter into consent orders, assurances of voluntary compliance or other similar documents establishing an agreement with the user responsible for noncompliance. Such orders will include specific action to be taken by the user to correct the noncompliance within a time period specified by the order. Consent orders shall have the same force and effect as administrative orders issued pursuant to subsection (b) of this section.

15-912. Administrative Penalty

Notwithstanding any other remedies or procedures available to the city, any user who is found by the Director of Public Works or designee to have violated any provision of this chapter, or any permit or any order issued hereunder, may be assessed an administrative penalty of not to exceed \$1,000.00 per violation. Each day on which noncompliance shall occur or continue shall be deemed a separate and distinct violation. Such assessment may be added to the user's next scheduled sewer service charge and the city shall have such other collection remedies as are available at law.

15-913. Criminal Penalties

Any person, persons or business found in violation of this section, shall be guilty of a misdemeanor, and upon conviction thereof shall be fined in an amount not exceeding \$1,000 for each violation; each day in which such violation shall continue shall be deemed a separate offense. Any person in violation of this section shall become liable to the city for any expense, loss or damage occasioned to the city by reason of such violation.

CHAPTER 17. FEE SCHEDULE

Article 3. Specific Charges, Taxes, Fees and Certain Salaries

17-301. Adult entertainment establishments.

The annual license fee required by section 5-704 of this code for adult entertainment establishments shall be two hundred fifty dollars (\$250.00).

17-302. Adult hotels.

The annual license fee required by section 5-704 of this code for adult hotels shall be two hundred fifty dollars (\$250.00).

17-303. Alcoholic liquor; temporary permits to sell or serve.

The fee required by section 3-420 of this code to be paid to the city by each applicant for a temporary permit to sell or serve alcoholic liquor by the drink (including beer containing more than three and two-tenths percent [3.2 percent] of alcohol by weight) shall be twenty-five dollars (\$25.00) per day (K.S.A. 41-1201 et seq.).

(Code 2024)

17-304. Reserved.

17-305. Reserved.

17-306. Animal impoundments.

The animal impound fees required to be paid by section 2-210 of this code are separate from fines or costs assessed for conviction of any section of this code, and shall be charged to the individual claiming such animal from the City's impound facility. The fees as provided in this section shall be:

- (a) First impoundment. A twenty-five dollar (\$25.00) impound fee, together with a food fee of one dollar (\$1.00) per day for each day of impoundment, shall be charged for each animal impounded for the first time, for the first five (5) full days of impoundment. Each subsequent day, or partial day, of impoundment shall be five dollars (\$5.00) per day of impoundment.
- (b) Second impoundment, within a twelve (12) month period. A fifty dollar (\$50.00) impound fee, together with a food fee of one dollar (\$1.00) per day for each day of impoundment, shall be charged for each animal impounded for a second time, for the first five (5) full days of impoundment. Each subsequent day, or partial day, of impoundment shall be five dollars (\$5.00) per day of impoundment.

- (c) Third impoundment, within a twelve (12) month period. A seventy five dollar (\$75.00) impound fee, together with a food fee of one dollar (\$1.00) per day for each day of impoundment, shall be charged for each animal impounded for a third time, for the first five (5) full days of impoundment. Each subsequent day, or partial day, of impoundment shall be five dollars (\$5.00) per day of impoundment.
- (d) Fourth and subsequent impoundments, within a twelve (12) month period. A one hundred dollar (\$100.00) impound fee, together with a food fee of five dollars (\$5.00) per day for each day, or partial day, of impoundment, shall be charged for each animal impounded for a fourth and any subsequent time within a calendar year.
- (e) All impound fees and City animal registration fees shall be collected by the City, and the receipt shown to the City Animal Control Officer(s) or their designee, prior to any animal being released from impound. Such fee may only be waived by court order.
- (f) Owners/harborers of impounded animals shall not avoid liability for the costs incurred in impoundment of their animal by failing to recover such animal(s) from the City or due to lawful destruction of the animal pursuant to any provision of this Code. Such fees are administrative and mandatory and are separate from any sentence imposed in an action for violation of this code. Such unpaid fees may be submitted to the municipal court for collection as part of a code violation or to the city clerk for collection in the manner of unpaid utilities.

(Code 2015; Code 2024; Code 2026)

17-307. Auctions.

Each applicant to whom the city clerk issues an auction permit pursuant to section 5-502 of this code shall pay to the city clerk a permit fee of fifty dollars (\$50.00).

17-308. Reserved.

17-309. Planning Commission and Board of Zoning Appeals Fees

| Appeals of Administrative Interpretations | \$150.00 |
|---|----------|
| Conditional Use | \$375.00 |
| Variance | \$250.00 |
| Change of Zoning Classification | \$375.00 |
| Consent for Annexation | \$75.00 |

| Planned Unit Develop | pment – Application | \$500.00 |
|----------------------|---------------------|----------|
| | | |

Plat – Subdivision Application \$500.00

Lot Split \$150.00

Vacation \$250.00

Street Name Change \$50.00

Landscape Plan Review \$150.00

Administrative Adjustment \$175.00

Violation \$500 first offense

\$750 second offense

Wireless - Modification \$250.00

Wireless – Collocation Application \$500.00

(which is not a substantial modification)

Wireless – New Structure Application \$2,000.00

(or for a collocation that is a substantial modification of a wireless support structure)

Additional publication fee \$50.00

Code 2022; Ord. 1103; Code 2025; Code 2026)

17-310. Building permits.

Fees for building permits shall be set forth in the Commercial and Residential Building Code as adopted by the City of Haysville

(Code 2015)

17-311. Building reinspection fee/non-business hours.

There shall be charged for the re-inspection of any building pursuant to section 4-202 of this code an inspection fee at the rate of fifty dollars (\$50) per occurrence of such re-inspection.

(Code 2020; Code 2022)

17-312. Business registration fees.

Each person, firm, association, corporation or entity required by section 5-101 of this code to register with the city shall pay to the city an initial registration fee of ten dollars (\$10.00) and

shall each year thereafter pay an annual registration renewal fee of five dollars (\$5.00). Registration fees shall become due on December 1st of each year, and shall be overdue if paid on or after January 1st of the year for which the renewal registration is issued. A ten dollar (\$10.00) late fee shall be assessed on January 1st, and an additional ten dollar (\$10.00) late shall be assessed for every subsequent month such fee is overdue, beginning on the first of each subsequent month. The cumulative amount of late fee is due at the time such business registration is made current by payment of the registration fee.

(Code 2015)

17-313. Caterers selling or serving alcoholic liquor.

The biennial fee required by section 3-415 of this code to be paid to the city clerk by each applicant for a caterer's license authorizing said applicant to sell or serve alcoholic liquor by the drink (including beer containing more than three and two-tenths percent [3.2 percent] of alcohol by weight) shall be five hundred dollars (\$500.00).

(Code 2012)

17-314. Cereal malt beverages.

The annual license fees required for the sale at retail of cereal malt beverages, as required by section 3-111 of this code, shall be as provided in this section.

- (a) General Retailer. For each place of business selling cereal malt beverages at retail (as set forth within K.S.A. 41-2702(d)(1)) there shall be an initial license fee of one hundred and fifty dollars (\$150.00) which shall be valid for the balance of the calendar year for which it was issued. Licenses are issued for the calendar year and must be renewed prior to January 1st of each year. An annual renewal fee shall be one hundred and fifty dollars (\$150.00) if the renewal license fee is paid prior to November 30th of the preceding year; and two hundred dollars (\$200.00) if the renewal license fee is paid after November 30th of the preceding year.
- (b) Limited Retailer. Each place of business selling cereal malt beverages (as set forth within K.S.A. 41-2702(g)) at retail in original and unopened containers, and not for consumption on the business premises, shall pay an initial license fee of fifty dollars (\$50.00) which shall be valid for the balance of the calendar year for which it was issued. An annual renewal fee shall be fifty dollars (\$50.00) and shall be due and collectable any time after November 30th of the year prior to which the license shall be valid. Licenses are issued for the calendar year and must be renewed prior to January 1st of each year.
- (c) The annual license fee for such license shall be in addition to the State Stamp fee of \$25 mandated by K.S.A. 41-2702(e).

- (d) The full amounts of the license fees established by this section shall be paid regardless of the time of the year in which the application is made, and the licensee shall be authorized to operate under said license only for the remainder of the calendar year in which the license is issued. No refunds shall be paid in the event a licensee ceases to do business prior to the end of the calendar year in which the fee was paid.
- (e) Non-transferability. No license issued under this section shall be transferable to any person, or entity.
- (f) Change of location. The fee assessed for changing the location of a business for which a cereal malt beverage license has been issued as provided for by Section 3-115 of this code shall be ten dollars (\$10.00).
- (g) Special Event Retailers' Permit. The assessed fee for a Special Event Retailers' Permit shall be one hundred dollars per day of operation of the Special Event site. For purposes of determining the fee amount, each day or part of day shall be subject to the daily operating fee. Such amount shall be payable by permittee within seven days following approval by the Governing Body of the Special Event Retailers' Permit application, but in no case less than five (5) days prior to the proposed special event. A Special Event Retailers' Permit is not valid until such fee is paid, and a permit is obtained from the City Clerk.

(Code 2015; Code 2024)

17-315. Community building.

The city shall charge and receive for the use of the community building pursuant to section 12-107 of this code the fees provided for in this section.

- (a) Refundable deposit. Each person or entity applying to use the community building shall pay at the time of application a refundable deposit of either: (i) one hundred dollars (\$100.00) for any use requiring a City issued temporary special event permit; or (ii) fifty dollars (\$50.00) for all other uses, which deposit shall be used to secure payment of any damages or cleanup costs incurred by the city for such use. Any portion of said deposit not used to repair damages or for cleanup shall be refunded to the applicant.
- (b) Single use. The fee for a single, non-recurring use of the community building shall be seventy-five dollars (\$75.00) on Mondays through Thursdays and one hundred dollars (\$100.00) for Fridays through Sundays.
- (c) Monthly use. The fee for use of the community building once per month on Mondays through Thursdays shall be seven hundred twenty dollars (\$720.00) per year.

(Code 2003; Code 2007; Ord. 1043)

17-316. Reserved.

(Code 2022)

17-317. Contractors performing work within the city.

Contractors shall pay to the city clerk, prior to performing any work within the city, fees in accordance with the following schedule:

Class A Contractor \$125.00 (over \$30,000)

Class B Contractor \$100.00 (\$30,000 or less)

Class C Contractor \$75.00 (Roofing & Siding)

Class D Contractor \$50.00 (Porch & Fencing)

Class MH Contractor

(Manufactured & Mobile Homes) \$100.00

Pool Contractor \$50.00

Wrecking Contractor \$30.00

Concrete Contractor \$50.00

Drain Layer \$50.00

Drain Cleaner \$20.00

Electrical Contractor

License \$75.00

Master Certificate \$20.00

Journeyman's Certificate/Mechanical Contractor \$10.00

License \$75.00

Master Certificate \$20.00

Journeyman's Certificate \$10.00

Certificate Fee Plumbing Contractor \$5.00

License \$75.00

Master Certificate \$20.00

| Journeyman's Certificate | \$10.00 |
|-------------------------------|---------|
| Certificate Fee | \$5.00 |
| Water Treatment | \$30.00 |
| Solar Heat | \$30.00 |
| Fire Sprinkler | \$30.00 |
| Gas Fitter | \$20.00 |
| Irrigation | |
| License | \$50.00 |
| Master Certificate | \$20.00 |
| Journeyman's Certificate | \$10.00 |
| Swimming pools | \$50.00 |
| Right Of Way Maintenance | \$25.00 |
| Submitted after February 15th | \$75.00 |

(Code 2003; Code 2007; Code 2012; Code 2022)

17-318. Councilpersons salary.

The monthly salary to be paid to each city councilperson pursuant to section 1-208 of this code shall be one hundred dollars (\$100.00).

(Code 2003; Code 2007; Code 2024)

17-319. Court fees; miscellaneous

The following fees are hereby adopted to defray the costs associated with the following specific processes carried out by the municipal court.

(a) Diversions. The fee required to be paid by any defendant requesting a diversion in connection with any case filed in the city municipal court pursuant to section 9-108 of this code shall be one-hundred dollars (\$100.00). Said fee shall be non-refundable. Additionally, the fee charged by the providing agency to complete a pre-diversion evaluation shall be paid to the providing agency at the time of such evaluation.

- (b) Court costs assessed pursuant to section 9-106 of this code shall be eighty-four dollars (\$84.00), which shall include those costs that the City must remit to the State under K.S.A. 12-4117, and docket and administrative fees.
- (c) Pre-Sentence Investigations. The fee to be paid to the city by each defendant convicted in the city's municipal court and concerning whom a pre-sentence investigation is ordered shall be \$150.00, unless such PSI fee is paid directly to the provider. Probation Administrative fees as set forth within shall be assessed separately from the PSI fee.

(d) Registered letter fee \$10.00

(e) Notice letter for FTO/FTA \$5.00

(f) Warrant Fee \$25.00

(g) Warrant Service Fee if served other than at court or police station/traffic stop \$20.00Mileage per Mile for Warrant Service As determined by State

(h) Witness Fee (per person) \$10.00

Mileage from home address per Mile for

(i) Witness Under Subpoena, Except first 10 miles As determined by State

- (j) Administration Fee for Post-Conviction Remedy \$100.00
- (k) Copying fee for court records (see 17-368(b) below) 25 cents/page + employee hourly wage & benefits
- (I) Copying fee for each DVD, audio or video tape \$25.00 (see 17-368 below) + employee hourly wage & benefits

(Code 2012; Code 2020; Code 2024)

17-320. Court fines; public offenses.

Fines for violations of municipal ordinances shall be assessed pursuant to such ordinance, in conformance with K.S.A. 12-4305, the Uniform Public Offense Code, the Standard Traffic Ordinance, or as otherwise set forth by this Code. The description of offenses contained in this schedule of fines is for reference only and is not a legal definition. Pursuant to K.S.A. 12-4305, the municipal court judge is permitted to impose any fine within the minimum and maximum approved by ordinance.

(Code 2012)

ANIMALS

Animal at large/Violation of Dog Park Rules & Regulations set forth in Chapter 12, Article 4:

First offense \$25.00

Second offense, within a twelve (12) month period \$50.0

Third offense, within a twelve (12) month period \$75.00

Fourth and subsequent offense, within a twelve (12) month period \$100.00

2-112. Endangering Animals Class C violation

A sum not exceeding \$500.00 and/or one (1) month in custody

2-202. Barking dog \$25.00

2-201. No tag attached \$25.00

2-213. Rabies vaccination require \$50.00

NUISANCE OFFENSES

Burning (unlawful) \$500.00

Any nuisance offense set forth within Chapter 8, Article 4: Class C violation

A sum not exceeding \$500.00 and/or one (1) month in custody

- 1. Upon conviction for a first offense, by a fine up to \$250.00.
- 2. Upon conviction of a second or subsequent offense, by a fine of not less than \$250.00 and not more than \$500.00.

MISCELLANEOUS

Failure to obey notice or summons Class C violation

A sum not exceeding \$500.00 and/or one (1) month in custody.

Failure to appear in court Class B violation

A sum not exceeding \$1000.00 and/or six (6) months in custody.

(Code 2012; Code 2020; Ord. 1064; Ord 1076; Code 2022)

17-321. Culvert permit.

The permit fee for a culvert within the city shall be sixty dollars (\$60.00).

(Code 2003; Code 2007)

17-322. Approach permit.

The permit fee for an approach within the city shall be fifty dollars (\$50.00).

(Code 2003; Code 2007; Code 2021)

17-323. Reserved.

17-324. Dog licenses.

The annual licensing fee for any license required to be obtained by section 2-201 of this code shall be as provided for by this section, shall expire with the rabies vaccination and shall be renewed with the city within thirty (30) days after the expiration of the rabies vaccination. Such licensing fees shall be as follows:

- (a) Unspayed females. The annual license fee for each unspayed female dog shall be \$30.00.
- (b) Spayed females. The annual license fee for each properly spayed female dog shall be \$10.00.
- (c) Non-neutered males. The annual license fee for each non-neutered male dog shall be \$30.00.
- (d) Neutered males. The annual license fee for each neutered male dog shall be \$10.00.
- (e) If thirty (30) or more days have elapsed since the date of the rabies vaccination or thirty (30) or more days have elapsed since the dog became six (6) months old or thirty (30) or more days have elapsed since the dog was acquired, a penalty fee shall be assessed in the amount of \$2.00 for each month, or portion of month, during which the animal was not licensed pursuant to this code.

(Code 2003, Code 2004; Ord. 852, Ord. 862, Ord. 864; Ord. 1103)

17-325. Door to door sales.

The registration fee required to be paid for persons or entities engaging in door to door sales pursuant to section Chapter 5, Article 13 of this code shall include the cost of background investigations upon up to five individuals. All additional individuals shall be assessed the cost of such background investigation as set forth below.

thirty (30) day permit \$100.00

six (6) month permit \$300.00

one (1) year permit \$500.00

background investigation for each individual not included within permit fee: \$10.00/person

(Code 2003; Code 2007)

17-326. Drain cleaner.

There shall be charged twenty dollars (\$20.00) for a drain cleaner's license.

(Code 2003; Code 2007)

17-327. Drain laying reinspection/non-business hours; fee.

There shall be charged for the reinspection of any drain laying pursuant to section 4-705 of this code an inspection fee at the rate of thirty-five dollars (\$35.00) per occurrence of such reinspection.

(Code 2003; Code 2007; Code 2020)

17-328. Drinking establishments.

Each drinking establishment located in the city and operating pursuant to a drinking establishment license issued by the state of Kansas and the provisions of this code regulating such establishments shall pay to the city a biennial license fee of five hundred dollars (\$500.00) pursuant to section 3-407. The city license shall run concurrently with the state drinking establishment license and must be obtained within five (5) days of issuance of the state license. If more than five (5) days elapse before purchase of the city license, a penalty of fifty dollars (\$50.00) is hereby established.

(Code 2003; Code 2007; Ord. 976)

17-329. Reserved.

17-330. Reserved.

17-331. Reserved.

17-332. Electrical permits.

Fees for building permits shall be set for in the Electrical Code as adopted and enforced by the City of Haysville.

(Code 2003; Code 2007; Code 2012; Code 2020)

17-333. Electrical reinspection/non-business hours; fee.

There shall be charged for electrical reinspections pursuant to section 4-202 of this code an inspection fee at the rate of fifty dollars (\$50) per occurrence for such reinspections.

(Code 2003; Code 2007; Code 2020; Code 2022; Code 2024)

17-334. Entertainer.

The annual license fee for entertainers, as described in section 3-201 of this code, shall be twenty-five dollars (\$25.00), payable to the city clerk.

(Code 2003, Code 2004; Code 2007)

17-335. Erotic dance studios.

The annual license fee required by section 5-803 of this code for erotic dance studios shall be one-hundred dollars (\$100.00).

(Code 2003; Code 2007)

17-336. Excavation reinspection/non-business hours; fee.

There shall be charged for excavation inspections pursuant to section 13-204 of this code an inspection fee at the rate of thirty-five dollars (\$35.00) per occurrence of such inspections.

(Code 2003; Code 2007; Code 2020)

17-337. Excavation permits.

There shall be charged for each excavation permit issued pursuant to section 13-206 of this code the sum of fifty dollars (\$50.00).

(Code 2003; Code 2007)

17-338. Reserved.

17-339. Fence permits.

The fee required by section 4-1108 of this code to be paid to the city by each applicant for a fence permit shall be twenty-five dollars (\$25.00).

(Code 2003; Code 2007)

17-340. Fingerprint processing fees.

A processing fee of twenty dollars (\$20.00) shall be paid to and collected by the city from each person requesting to be fingerprinted prior to such service being performed pursuant to section 10-104.

(Code 2003; Code 2007)

17-341. Fireworks sales permits.

There shall be collected for each location within the city for which a fireworks sales permit has been issued pursuant to section 5-1102 of this code, permit fees based upon the square footage of the structure from which fireworks are to be sold:

(a) For structures not exceeding 400 square feet \$ 2,500.00

(b) For structures having square footage of 401,

but not exceeding 800 square feet \$5,000.00

(c) For structures greater than 800 square feet,

but not exceeding 1,500 square feet \$ 7,500.00

(d) For structures exceeding 1,500 square feet \$10,000.00

For the purposes of this section, square footage shall be determined by the interior dimension measurement of the structure.

(Code 2003; Code 2007)

17-342. Haysville activity center and pool usage and rental

Admission and rental fees associated with the Haysville Activity Center and the Dewey Gunzelman Swimming Pool Facility shall be set by the Governing Body. Unless the Governing Body takes action to change any established admission or rental fee, such fees shall remain the same from year to year. The categories of the memberships and admissions shall be as follows:

- (1) HAC: One Day Admission Daily rate for one individual
- (a) Single: Individuals in the 6th grade or older that are not USD 261 students.
- (b) Seniors: Any person aged fifty-five (55) and older.
- (c) Military: Active Duty serviceperson with current military ID card.
- (d) Campus/HMS Student: A current student attending USD 261 Campus, Haysville High School or any Haysville Middle School.
- (e) Youth (6 years 5th Grade): Any person between 6 yrs of age and fifth (5th) grade.
- (f) Children (5 Years and younger): Any person aged five (5) years or younger.
- (g) Weekly Pass (7 consecutive days): Any individual regardless of age may purchase a weekly pass.
- (2) HAC: Memberships Annual (12 months), Six-months (6), and Three-month (3) and (1) One-month:

- (a) Family: Families are defined as an individual, their spouse and their dependent children aged 23 and under.
- (b) Single: Limited to one person.
- (c) Senior: Limited to one person, aged fifty-five (55) and older.
- (d) Military: Active Duty serviceperson with current military ID card.
- (e) Campus HS Student: Any student attending Campus HS or Haysville High School. Limited to one person.
- (f) Haysville MS Student: Any student attending Haysville Middle Schools. Limited to one person.

Regular Membership

| | 1 Month | 3 Month | 6 Month | Annual |
|--------------|---------|----------|----------|----------|
| Single | \$30.00 | \$65.00 | \$95.00 | \$160.00 |
| Family | \$50.00 | \$120.00 | \$175.00 | \$280.00 |
| Senior | \$25.00 | \$50.00 | \$80.00 | \$125.00 |
| Student 6-12 | \$20.00 | \$40.00 | \$65.00 | \$110.00 |
| Military | \$25.00 | \$50.00 | \$80.00 | \$125.00 |

24hr access + Fitness Center

| | | Annual |
|----------|--|----------|
| Single | | \$240.00 |
| Senior | | \$200.00 |
| Military | | \$200.00 |

- (3) HAC: Activity Center Rental Rooms Room/Deposits
- (a) North Basketball Court and Rental Room A & B: Rental of the rental rooms and North Basketball Court will be based on the number of hours requested per day.
- (b) Damage Deposit: Each person or entity applying to rent the HAC shall pay at the time of application for such use a refundable deposit to secure payment of any damages or cleanup costs incurred by the City in association with such use. Groups shall pay a Damage Deposit of fifty dollars (\$50.00). Groups applying for a special event permit shall pay a Damage Deposit of

one hundred dollars (\$100.00). Any portion of said deposit not used to repair damages or applied toward venue cleanup shall be refunded to the applicant.

- (4) Dewey Gunzelman Swimming Pool. The categories of swimming pool passes shall be as follows:
- (a) Daily passes.
- (1) Preschooler: less than six (6) years of age;
- (2) School Age and Adult: less than fifty-four (54) years of age;
- (3) Senior: persons fifty-five (55) years of age or older.
- (b) Season Passes
- (1) Families are defined as an individual, their spouse and their dependent children aged 23 and under
- (2) Individual: Any single individual, limited to only one person.
- (c) Ticket books: Ticket books containing twenty (20) daily admission tickets
- (5) Dewey Gunzelman Swimming Pool Rental and Deposit. The Governing Body shall establish rules and procedures for permitting the swimming pool facility to be rented for private events. Fees for rental of the swimming pool may be based upon the number of people in attendance at the rental event, and whether additional swimming facilities, equipment, and personnel are requested for the event. The deposit and rental fee are due at the time of the rental request. This entire amount will be refunded if the City determines that the requested date(s) are unavailable.
- (6) Dewey Gunzelman Swimming Pool Rental Deposit. Each person or entity applying to rent the swimming pool shall pay at the time of application a refundable deposit to secure payment of any damages or cleanup costs incurred by the City 3 arising out of such use. Any portion of said deposit not applied to repairs or cleanup shall be refunded to the applicant. Such deposit shall be as follows:

\$50 (Rentals < than 100 people)

\$100 (Rentals > 100 people or if a DJ/Band is utilized)

(Code 2003, Code 2004, Code 2007, Code 2009; Ord. 941; Code 2015; Ord. 1043; Ord. 1117; Code 2026)

17-343. Historic district appeal.

A fifty dollar (\$50.00) fee shall be paid when submitting an application for an appeal to the Historic District Committee.

(Code 2003; Code 2007)

17-344. Ice cream vendor – mobile; license.

Each applicant for an ice cream vendor's license shall be charged an annual license fee of fifty dollars (\$50.00) for each vehicle operating within the city limits pursuant to section 5-904.

(Code 2003; Code 2007)

17-345. Insufficient funds check charge.

A service charge of thirty dollars (\$30.00) shall be charged for any check returned to the city, or any other form of refused or returned payment, including credit card and PayPal, pursuant to section 1-304.

(Code 2003; Code 2007; Code 2015; Code 2024)

17-346. Reserved.

(Code 2007; Ord. 1103)

17-347. Landlord guarantee.

For each landlord guarantee there shall be charged a fee of forty dollars (\$40.00).one-hundred dollars (\$100). The landlord shall pay a transfer fee of fifteen dollars (\$15.00) when the property reverts back to the landlord's name.

(Code 2003; Code 2007)

17-348. Landscape plan review.

A fee of one-hundred dollars (\$100.00) shall be paid when submitting a landscape plan for review.

(Code 2003; Code 2007)

17-349. Manufactured home inspection fee.

For each inspection of a manufactured home prior to occupancy being granted a fee of twenty-five dollars (\$25.00) shall be charged and collected pursuant to section 5-202.

(Code 2003; Code 2007; Code 2024)

17-350. Manufactured home parks, trailer parks; fee.

For manufactured home parks or trailer parks located within the city limits, there shall be an annual fee in the amount of five dollars (\$5.00) for each space, whether occupied or not, pursuant to section 5-202.

(Code 2003; Code 2007; Code 2024)

17-351. Mayor's salary.

The monthly salary to be paid to the mayor of the city pursuant to section 1-207 of this code shall be seven hundred fifty dollars (\$750.00).

(Code 2003; Code 2007; Code 2024)

17-352. Mechanical permits.

Fees for mechanical permits shall be set forth in the Mechanical Code as adopted and enforced by the City of Haysville.

(Code 2020)

17-353. Mechanical reinspection/non-business hours; fee.

There shall be charged for mechanical re-inspections pursuant to section 4-202 of this code a fee at the rate of fifty dollars (\$50) per occurrence of such re-inspections.

(Code 2003; Code 2007; Code 2020; Code 2022; Code 2024)

17-354. Mobile food vendors; fee.

The permit fee required by Chapter 5, Article 4 of this code for Mobile Food Vendors shall be as set forth below.

- (a) \$25.00 for each thirty (30) days, or portion thereof;
- (b) \$125.00 for six (6) months; or
- (c) \$200.00 for one (1) calendar year.

(Code 2020; Code 2024)

17-355. Municipal judge pro tempore; fee.

A municipal judge pro tempore shall be paid a fee of one hundred fifty dollars (\$150.00) per court day pursuant to section 9-105.

(Code 2019)

17-356. Reserved.

17-357. Park shelters.

The fees for use of city park shelters shall be as provided in this section.

- (a) For use of shelters without electrical service and without restrooms, ten dollars (\$10.00);
- (b) For use of shelters with electrical service and without restrooms, twenty-seven dollars (\$27.00);
- (c) For use of shelters with electrical service and with restrooms, thirty dollars (\$30.00);
- (d) For use of enclosed shelters with restrooms, sixty-five dollars (\$65.00) with a fifty dollar (\$50.00) refundable deposit to cover possible clean up and damage costs;
- (e) For use of Historic District Gazebo, fifty-five dollars (\$55.00) with a fifty dollar (\$50.00) refundable deposit to cover possible clean up and damage costs; or
- (f) For use of Home Town Market facility, fifty dollars (\$50.00). The Home Town Market community open-air market establishes fees for booth rental in a manner established for that program. The fee charged for a lost key shall be twenty dollars (\$20.00); or
- (g) For use of Band Shell, fifty dollars (\$50.00) with a fifty dollar (\$50.00) refundable deposit to cover possible clean up and damage costs.

(Code 2003, Code 2004; Code 2007; Code 2008; Ord. 1043; Ord. 1081; Code 2022; Code 2025)

17-358. Pawnbrokers and precious metal dealers.

The application and subsequent annual license fee required by section 5-1002 of this code to be paid to the city for persons or entities seeking to engage or engaging in the businesses of pawnbroking or dealing precious metals shall be fifty dollars (\$50.00).

(Code 2003; Code 2007)

17-359. Permits for construction of public sidewalks, curbs, gutters or private driveways cutting through or passing over public sidewalks, curbs or gutters.

The fee required by section 13-105 of this code for permits for the construction of public sidewalks, curbs, gutters or private driveways cutting through or passing over public sidewalks, curbs or gutters shall be forty cents (\$0.40) per lineal foot for all such construction.

(Code 2003; Code 2007)

17-360. Plagens-Carpenter Sports Complex usage fees.

Fees for the usage of the Plagens-Carpenter Sports Complex may be annually set by regular action of the Governing Body. Rental fees are anticipated to include costs associated with

regular maintenance, lights, and usage. A standard damage/clean-up Deposit Schedule shall also be established.

(Code 2003; Code 2009; Ord. 941)

17-361. Plan review.

Unless a fee in another amount is expressly provided for elsewhere in this code, the city shall charge and receive a fee at 65% of the permit fee for the review of each plan required by this code, for other than one- or two-family dwellings, to be submitted to the city or its representatives for review.

(Code 2003; Code 2007; Code 2022; Code 2026)

17-362. Plumbing permits.

Fees for building permits shall be set forth in the Plumbing Code as adopted and enforced by the City of Haysville.

(Code 2003; Code 2007; Code 2012; Code 2020)

17-363. Plumbing reinspection/non-business hours; fee.

There shall be charged for plumbing re-inspections pursuant to section 4-202 of this code an inspection fee at the rate of fifty dollars (\$50) per occurrence of such inspections.

(Code 2003; Code 2007; Code 2020; Code 2024)

17-364. Private clubs.

The biennial license fee to be paid to the city by each private club located within the city pursuant to section 3-411 of this code shall be five hundred dollars (\$500.00). Said fee shall be paid before commencing business under an originally-issued state license, and within five (5) days after the effective renewal date of any subsequently granted state license.

(Ord. 976)

17-365. Private sewage disposal systems; permit and inspection.

The permit and inspection fee required to be paid to the city before commencement of construction of a private sewage disposal system pursuant to Section 15-407 of this code shall be two-hundred dollars (\$200.00).

(Code 2003; Code 2007)

17-366. Probation violation.

The fine assessed for a probation violation shall be not less than fifty dollars (\$50.00) nor more than five hundred dollars (\$500.00), per violation charged.

17-367. Public defender/conflicts counsel; fee.

When an attorney is appointed to act as a public defender in municipal court due to a conflict of interest or other reason, the fee for such representation shall be seventy-five dollars (\$75.00) for up to two appearances in a single matter.

(Code 2019)

17-368. Records inspection and copying.

The fees provided for by Chapter 1, Article 5 of this code for the inspection and copying of records shall be as follows:

- (a) Inspection. The fee for inspections provided for by section 1-502 of this code may be an amount equal to the hourly rates of compensation, including benefits, for the city employee or employees involved in the inspection multiplied by the hours, or fractions thereof, such employee or employees were required to be so involved.
- (b) Copying. The fees for copying records provided for by section 1-503 of this code may be an amount equal to the hourly rates of compensation, including benefits, for the city employee or employees involved in the copying multiplied by the hours, or fractions thereof, such employee or employees were required to be so involved. An additional fee of twenty-five cents (\$0.25) per page copied may also be charged, and an additional fee of \$25.00 shall also be charged for each Video/CD/DVD/Audio/VHS or other media form copied. Photographs will be reproduced digitally and provided on the appropriate media form. The employee time associated with providing the media form shall be in addition to the \$5.00 media cost.

(Code 2003; Code 2007; Code 2009; Code 2024)

17-369. Recreational vehicle temporary permit fee.

A temporary permit may be issued for a manufactured home, mobile home, or recreational vehicle to be occupied other than within a park or camp, permitted in accordance with sections 5-303 for a period not to exceed 14 days, upon the payment of a fee of \$10.00. There shall not be more than four such permits issued for the placement of a manufactured home, mobile home, or recreational vehicle in accordance with sections 5-303 on the same property in any 12-month period.

(Code 2020; Code 2024)

17-370. Refuse haulers.

The annual fee to be paid to the city by each person or entity licensed to collect and/or dispose of solid waste within the city pursuant to section 8-311 of this code shall be one hundred fifty dollars (\$150.00) for each vehicle used by such person or entity in such collection and/or disposal.

(Code 2003; Code 2007; Code 2024)

17-371. Retail liquor occupation/license tax.

- (a) There is hereby levied, pursuant to section 3-301, a biennial occupation tax on each retailer of alcoholic liquor within the city (including beer containing more than three and two-tenths percent [3.2 percent] of alcohol by weight) and for consumption off the premises (sales in the original packages only), and to whom the state of Kansas has issued a retailer's license, of five hundred dollars (\$500.00) payable within five (5) days of the issuance of the state license.
- (b) Special Event Retailers' Permit. The assessed fee for a Special Event Retailers' Permit associated with a Temporary Alcohol Beverage Permit issued by the State shall be one hundred dollars per day of operation of the Special Event site. For purposes of determining the fee amount, each day or part of day shall be subject to the daily operating fee. Such amount shall be payable by permittee within seven days following approval by the Governing Body of the Special Event Retailers' Permit application, but in no case less than five (5) days prior to the proposed special event. A Special Event Retailers' Permit is not valid until such fee is paid, and a permit is obtained from the City Clerk.

(Code 2003; Code 2007; Ord. 976; Code 2015)

17-372. Roofing and siding permits.

Fees for Roofing and Siding Permits shall be set forth in the Building and Residential Code as adopted and enforced by the City of Haysville.

(Code 2020)

17-373. Senior center building rental.

The city shall charge and receive for the rental of the Senior Center the fee provided for in this section and authorized by this code. Rental of the Senior Center is for Members fifty-five (55) years of age or older for functions benefiting senior citizens.

- (a) The fee for the rental of the Senior Center shall be <u>seventy-five</u> fifty dollars (\$50.0075.00) for Members of the Senior Center.
- (b) Senior Center rental deposit. Each Member applying to rent the Senior Center shall pay at the time of application for such use a refundable deposit of one hundred dollars (\$100.00) to

secure payment of any damages or cleanup costs incurred by the City for such use. Any portion of said deposit not used to repair damages or for cleanup shall be refunded to the applicant.

(Code 2003, Code 2004; Code 2007; Code 2009; Code 2018)

17-374. Sewer system tap.

The fee to be paid to the city clerk by any person or entity for a connection to the city's sewer/wastewater treatment system pursuant to section 15-307 of this code shall be five hundred dollars (\$500.00).

(Code 2003; Code 2007; Code 2020)

(SIDING PERMITS. See Section 17-372, Roofing and Siding Permits.)

17-375. Sign permits.

Temporary Sign \$25.00

Permanent Sign \$75.00

Return of Impounded Sign \$10.00

(Ord. 902; Code 2007; Code 2019; Code 2021; Code 2022; Ord. 1103)

17-376. Special event permits.

The fee charged for special event permits shall be twenty-five dollars (\$25.00) pursuant to section 12-302. Upon issuance of a special event permit, a refundable deposit of one hundred dollars (\$100.00) shall be paid by the permit holder to secure payment of any damages or cleanup costs incurred by the city related to the permitted special event. Any portion of said deposit not used to repair damages or for cleanup shall be refunded to the permit holder.

17-377. Sprinkler systems; underground.

The fee charged for underground sprinkler permits shall be thirty dollars (\$30.00) pursuant to section 4-1003. Backflow device test filing fee shall be twenty-five dollars (\$25.00). Late filing of backflow device test shall be ten dollars (\$10.00) per month pursuant to section 15-134.

(Code 2003; Code 2007; Code 2019; Code 2022; Ord. 1129)

17-378. Reserved.

(Code 2022)

17-379. Taxicabs.

The annual license fee required to be paid to the city by taxicab licensees pursuant to section 5-603 of this code shall be twenty-five dollars (\$25.00) for each taxicab; in the event a licensee operates more than one cab pursuant to said license, fees of twenty-five dollars (\$25.00) for one taxicab and ten dollars (\$10.00) per taxicab for all other taxicabs shall also be paid.

(Code 2003; Code 2007)

17-380. Temporary commercial water service rates.

The charges authorized by section 15-121.1 of this code for temporary provision of water for non-residential purposes from the municipal water works and distribution system shall be as provided by this section.

- (a) Payment must be made in advance of any service provided.
- (b) Payment shall be in the amount of fifteen dollars (\$15.00) per week plus any applicable sales tax, not to exceed four (4) total weeks of temporary service, except for extensions as provided in 15-121.1, and shall be distributed as follows:
- (1) \$ 6.00 to Water,
- (2) \$ 4.00 to Sewer,
- (3) \$ 3.00 to Sewer Fee,
- (4) \$ 2.00 to Stormwater Fee, and
- (5) applicable sales tax.
- (c) In lieu of the standard costs set forth above, where practicable such water service may be metered as a temporary measure and costs imposed in accordance with 17-387.

17-381. Temporary portable business permit fees.

The permit fee required by Chapter 5, Article 12 of this code for Temporary Portable Business Permits shall be fifty dollars (\$50.00).

(Code 2003; Code 2007)

17-382. Temporary residential water service.

The fee for being afforded temporary residential water service pursuant to section 15-121 of this code shall be paid in advance and shall be in the amount of twenty dollars (\$20.00) per week plus applicable sales tax, not to exceed two (2) weeks and distributed as follows:

\$10.00 to water

\$10.00 to sewer

Any water used shall be metered at normal residential rates.

(Code 2019)

17-383. Temporary sales fees.

Each applicant to whom the city clerk issues a sales from residence permit pursuant to section 5-502 of this code shall pay to the city clerk a permit fee of three dollars (\$3.00) per day for up to three (3) consecutive days.

(Code 2003; Code 2007)

17-384. Traffic fines.

Pursuant to K.S.A. 12-4305 the municipal judge shall establish a schedule of fines which shall be imposed for municipal ordinance violations that are classified as ordinance traffic infractions. Also, the municipal judge may establish a schedule of fines which shall be imposed for the violation of certain other ordinances.

Any fine so established shall be within the minimum and maximum allowable fines established by ordinance for such offenses by the governing body.

17-385. Transient guest tax.

The transient guest tax shall be levied at a rate of 6% upon the gross receipts derived from or paid by transient guests for sleeping accommodations, exclusive of charges for incidental service or facilities, in any hotel, motel, or tourist court, and shall be collected as provided in K.S.A. 12-1698.

(Ord. 969; C.O. No. 21)

17-386. Wastewater rate.

Each user of the city's sewer/wastewater treatment system shall pay for the services provided by the city pursuant to Chapter 15, Article 5 of this code at a rate based on their use of the wastewater treatment works as determined and measured by meters acceptable to the city. The monthly user charges charged to residential contributors shall be based on their average monthly water usage during the months of January, February and March. Residential contributors who have not established a January, February and March average shall be charged a charge equal to the average charge for all other residential contributors. The monthly user charge charged to industrial and commercial contributors shall be based on current month water usage. If a commercial or industrial contributor has a consumptive water usage, or in some other manner uses water which is not returned to the city's wastewater collection system,

the user charge for such contributor may be based on a wastewater meter or separate water meters installed and maintained at the contributor's expense and in a manner acceptable to the city.

In any event, the minimum monthly user charge shall be thirteen dollars and eighty-five cents (\$13.85) for each residential, industrial or commercial contributor, except that each such contributor defined as a subsidized high density residential contributor shall pay a minimum monthly charge of six dollars (\$6.00). In addition, each contributor paying in-city rates shall pay an additional rate for operation and maintenance, including replacement, of four dollars (\$4.00) per one-thousand (1,000) gallons of water (or wastewater) in 2010, \$4.65 in 2011, \$5.30 in 2012, \$5.95 in 2013, \$6.60 in 2014 and \$7.25 in 2015 and thereafter. Each contributor paying out-of-city rates shall pay an additional rate for operation and maintenance, including replacement, of six dollars (\$6.00) per one-thousand (1,000) gallons of water (or wastewater) in 2010, \$6.98 in 2011, \$7.95 in 2012, \$8.93 in 2013, \$9.90 in 2014 and \$10.88 in 2015 and thereafter.

When the wastewater user charge of thirteen dollars and eighty-five cents (\$13.85) is removed in October 2016, a five dollar (\$5.00) maintenance fee will be implemented.

(Code 2003, Ord. 878; Code 2007; Code 2009; Ord. 950; Code 2010; Code 2024)

17-387. Water tap fees.

For each tap to the city waterworks system made pursuant to section 15-107 of this code, the city clerk shall charge and collect, prior to such tap, a fee of \$2,250.00 for each meter connection of 3/4-inch or 5/8-inch, a fee of \$2,500.00 for each meter connection of 1-inch, and a fee of \$4,000.00 for each meter connection of 2-inches.

(Code 2003; Code 2005; Code 2007; Code 2008; Code 2015; Code 2020; Ord. 1103)

17-388. Water customer non-payment penalty.

Water service to or for any customer whose name appears on the city's water shut-off list pursuant to section 15-117 shall not be continued until such customer pays to the city a forty dollar (\$40.00) non-payment penalty, together with all past due amounts owing to the city. The mayor or the mayor's designee may grant exceptions to this section only in hardship cases.

(Code 2003; Code 2007; Code 2020; Code 2026)

17-389. Water meter calibration.

The fees provided for by section 15-140 of this code for testing of water meters shall be twenty dollars (\$20.00) for the first test if the meter was found accurate within two percent (2%) and forty dollars (\$40.00) for subsequent tests within a one (1) year period.

(Code 2003; Code 2007; Code 2020)

17-390. Water service rates.

The charges authorized by section 15-201 of this code for water used from the municipal water works and distribution system shall be as provided by this section.

- (a) Infrastructure Fee. For all users, a \$7.00 per month, infrastructure maintenance and improvement fee.
- (b) Users located inside city limits. The charges for water users within the city limits shall be \$3.50 per 1,000 gallons. Users outside of the city but added to the system due to contamination concerns as identified by KDHE in 2017 related to the former American Cleaners Dry Cleaners Site, 412 W. Grand Avenue, shall be charged the same rate as users located inside city limits.
- (c) Users located outside city limits. The charges for water users located outside the city limits shall be \$3.92 per 1,000 gallons.
- (d) Bulk users. The charges for bulk users of water shall be \$25.00 plus \$3.50 per 1,000 gallons. (Code 2003, Code 2004; Code 2007; Ord. 949; Code 2010; Code 2018; Code 2019; Code 2022)

17-391. Water set-up and service transfer fees.

Pursuant to section 15-116 of this code, each applicant for city water service shall pay a set-up fee of twenty-five dollars (\$25.00), together with any applicable taxes, to establish service, and any such customer who subsequently transfers water service from one (1) location in the city to another location in the city shall pay a transfer fee of fifteen dollars (\$15.00), together with any applicable tax.

(Code 2003; Code 2007)

17-392. Well permits; water.

The fee for each well permit required to be paid to the city shall be twenty dollars (\$20.00).

(Code 2003; Code 2007; Code 2020)

17-393. Cleaning fee.

Any person renting the Community Building, Haysville Activity Center Rental Room, or Senior Center shall in addition to all other fees and charges charged under this Article for such rental also be required to pay a reasonable nonrefundable cleaning fee, as set by City staff from time to time.

(Ord. 1070)

17-394. Special Purpose Vehicle License Fee.

The annual registration fee for a special purpose vehicle shall be twenty-five (\$25.00) regardless of when the application is made. Such fee shall be paid in full with the application. Registrations shall be valid for the calendar year.





HAYSVILLE MILITARY AND VETERAN BANNER PROGRAM

THE CITY OF HAYSVILLE IS PROUD TO OFFER THIS PROGRAM TO HONOR CURRENT OR FORMER RESIDENTS OF HAYSVILLE WHO HAVE SERVED OR ARE CURRENTLY SERVING OUR COUNTRY IN A BRANCH OF THE MILITARY. BANNERS WILL HANG ON THE LIGHT POLES IN THE HISTORIC DISTRICT FROM MID MAY THROUGH MID NOVEMBER FOR A PERIOD OF TWO YEARS.

EACH BANNER WILL DISPLAY A PHOTOGRAPH OF THE SERVICE MEMBER OR VETERAN, NAME AND BRANCH OF SERVICE.

THE SERVICE MEMBER MUST BE A CURRENT MEMBER OR HONORABLY DISCHARGED MEMBER OF THE UNITED STATES ARMED FORCES.



HOMETOWN HERO

- COMPLETE APPLICATION
- SUBMIT A PHOTOGRAPH OF APPLICANT IN THEIR U.S. ARMED FORCES UNIFORM
- INCLUDE PROOF OF SERVICE
- PAYMENT OF \$200
- DEADLINE FOR 2026: APRIL 1



Honoring the



Remembering the















he City of Haysville is not affiliated with the Department of War or any Military Service.

Haysville Hometown Hero Banner Order Form



Hometown Hero Information (As it will appear on the banner)

| | (As it will appear on the banner) |
|-----|-----------------------------------|
| OWN | Full Name: |
| | Branch of Service: |
| | |
| | Purchaser Information |
| | Name: |
| | Relationship to Hometown Hero: |
| 55 | Haysville Resident Name: |
| LER | Address: |
| AVY | City/State/Zip: |
| | Telephone Number: |
| | Email Address: |

- Submit a photograph of the service member or veteran in their U.S. Armed Forces uniform (300 dpi resolution or greater)
- Include proof of service (U.S. Armed Forces ID card, honorable discharge certificate such as DD214)
- Submit this form and payment of \$200 to the City of Haysville
- Questions: (316) 529-5900 or email gcarter@haysvilleks.gov

| For Office Use only | | | |
|---------------------|------------------|----------------|----------|
| Date Received: | Payment Received | Photo Received | Resident |

HOSTED BY THE CITY OF HAYSVILLE HISTORIC COMMITTEE



YOU ARE INVITED TO

VILLAGE >>> CHRISTMAS



SATURDAY DECEMBER 6TH W.W. Hays historic park, 200 s main st 4:30 - 7:30 pm



CITY LIGHTING CEREMONY 5:00 PM IN PRIDE PARK



THE CITY OF HAYSVILLE INVITES ALL HAYSVILLE RESIDENTS (WITHIN THE CITY LIMITS)
TO PARTICIPATE IN THE 2025 HAYSVILLE HOLIDAY LIGHTS CONTEST!

VOTING WILL BE HELD ON THE CITY OF HAYSVILLE FACEBOOK PAGE. THE AMOUNT OF LIKES WILL DETERMINE THE WINNERS.

SUBMIT: NOVEMBER 24 THRU DECEMBER 15
ONLINE VOTING: DECEMBER 16 THRU 22ND BY 5 PM
WINNERS ANNOUNCED: DECEMBER 23

1ST PLACE - \$150 - 2ND & 3RD PLACE - \$100

TO ENTER: SEND NAME, ADDRESS, PHONE NUMBER & 1-3 PICTURES TO DGABOR@HAYSVILLEKS.GOV BY DECEMBER 15 AT 5 PM



HAYSVILLE POLICE DEPARTMENT October 2025

| TOTAL CALLS CASE NUMBERS ISSUED SUMMONS ISSUED CITY CODE CRIMINAL MISD TRAFFIC MISD TRAFFIC INF VOIDED WARNINGS | 1005 191 113 05 11 37 51 00 | DOGS IMPOUNDED (AT LARGE) DOGS IMPOUNDED (HOLD/CO) OWNER CITED/IMPOUNDED RETURNED TO OWNER NO IMPOUND/CITED RELEASED TO COUNTY DECEASED ANIMALS ANIMALS HELD | 04 00 03 04 00 00 06 |
|---|--|--|--|
| | | CITY LICENSE 00 | |
| ARRESTS ADULT JUVENILE CINC CITE/RELEASE HPD WARRANTS OUTSIDE ARRESTS | 47 42 05 00 21 48 | | 09 |
| MV ACCIDENTS INJURY NON-INJURY | 14 02 12 | WARRANTS ISSUED | 18 |
| VACATION HOMES | 02 | | |
| COMMUNITY POLICING | 07 | K9 DEPLOYMENTS | 02 |
| SPECIAL WATCH | 03 | MILESDRIVEN 14 | ļ, 12 3 |
| CRS WALK -INS | 56 | | |
| INCOMING CALLS | 655 | | |
| OUTGOING CALLS BY CRS | 6 61 | | |





Summary

| Month | No Trash Service | Materials Storage | Nuisance | Auto on Grass | Unsafe Structure | Grass Residential | Grass Commericial | Lighting | Diseased Tree | Other | Nuisance Auto on Grass | Total Violations | Total Cases |
|-----------|------------------|-------------------|----------|---------------|------------------|--------------------------|-------------------|----------|---------------|-------|------------------------|-------------------------|--------------------|
| January | 3 | 0 | 14 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 4 | 22 | 20 |
| February | 2 | 0 | 20 | 5 | 0 | 0 | 0 | 0 | 0 | 1 | 14 | 42 | 29 |
| March | 0 | 0 | 24 | 7 | 0 | 0 | 0 | 0 | 1 | 2 | 19 | 53 | 39 |
| April | 0 | 0 | 21 | 5 | 0 | 26 | 1 | 0 | 0 | 0 | 14 | 67 | 47 |
| May | 3 | 0 | 14 | 2 | 0 | 28 | 8 | 0 | 7 | 10 | 2 | 74 | 51 |
| June | 0 | 0 | 11 | 1 | 0 | 19 | 1 | 0 | 7 | 6 | 8 | 53 | 40 |
| July | 4 | 0 | 27 | 3 | 0 | 39 | 4 | 0 | 0 | 2 | 10 | 89 | 59 |
| August | 2 | 0 | 11 | 1 | 0 | 22 | 1 | 0 | 0 | 0 | 8 | 45 | 34 |
| September | 2 | 0 | 10 | 2 | 0 | 10 | 0 | 0 | 1 | 10 | 5 | 40 | 29 |
| October | 3 | 0 | 18 | 5 | 0 | 6 | 1 | 0 | 0 | 2 | 10 | 45 | 32 |
| November | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| December | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Total | 16 | 0 | 152 | 27 | 0 | 144 | 15 | 0 | 16 | 31 | 84 | 485 | 348 |





By Vendor Name

Payment Dates 10/1/2025 - 10/31/2025

| Vendor Name | | | | | |
|--|-------------------------------|------------|--|---------------------------------|----------|
| | Payable Number | Post Date | Description (Item) | Account Number | Amount |
| Vendor: 18001587 - 1-800-JU | NKPRO | | | | |
| 1-800-JUNKPRO | 82088 | 10/21/2025 | JUNK REMOVAL: 145 MOY CT. 10/08/2025 | 001-28-2012 | 1,450.00 |
| 1-800-JUNKPRO | 82121 | 10/21/2025 | JUNK REMOVAL: 1315 E. LONNA ST. 10/09/2025 | 001-28-2012 | 2,350.00 |
| | | | · | | 3,800.00 |
| Vendor: AAAP0014 - AAA PO | RTARIE SERVICES II C | | | | • |
| AAA PORTABLE SERVICES LLC | | 10/07/2025 | PORTABLE RESTROOM 1EA | 030-50-2092 | 120.75 |
| | | | 1956 W. GRAND | | |
| AAA PORTABLE SERVICES LLC | 1232510 | 10/07/2025 | PORTABLE RESTROOM 1EA 608 CHATTA | 030-50-2092 | 120.75 |
| AAA PORTABLE SERVICES LLC | 1232511 | 10/07/2025 | PORTABLE RESTROOM 1EA 900 W. GRAND | 030-50-2092 | 120.75 |
| AAA PORTABLE SERVICES LLC | 1232512 | 10/07/2025 | PORTABLE RESTROOM 1EA 6545 MABEL ST (P/C SPORT) | 030-50-2092 | 120.75 |
| AAA PORTABLE SERVICES LLC | 1233641 | 10/21/2025 | PORTABLE RESTROOM 1EA 608 CHATTA | 030-50-2092 | 120.75 |
| AAA PORTABLE SERVICES LLC | 1233642 | 10/21/2025 | PORTABLE RESTROOM 1EA | 030-50-2092 | 120.75 |
| AAA PORTABLE SERVICES LLC | 1233643 | 10/21/2025 | 900 W. GRAND PORTABLE RESTROOM 1EA 6545 MABEL ST (P/C SPORT) | 030-50-2092 | 120.75 |
| | | | | PORTABLE SERVICES LLC Total: | 845.25 |
| | | | Velidol Anni 0014 Ann | TORTABLE SERVICES LEC TORAL. | 043.23 |
| Vendor: ACME0033 - ACME V | | 40/24/2025 | C A D DISDOCAL DIM DEGYCLE | 026 56 2047 | 2.667.64 |
| ACME WASTE SYSTEMS, LLC. | 146912 | 10/21/2025 | C & D DISPOSAL - PW RECYCLE CNTR. | _ | 2,667.61 |
| | | | Vendor ACME0033 - ACN | ME WASTE SYSTEMS, LLC. Total: | 2,667.61 |
| Vendor: ACTI0035 - ACTION T | ENTS & PARTY RENTAL | | | | |
| ACTION TENTS & PARTY RENT | 3246-351575 BAL DUE | 10/21/2025 | 40 X 100FT RED/WHITE POLE TENT RENTAL - FALL FEST | 058-50-2009 | 3,644.12 |
| | | | Vendor ACTI0035 - ACTION | TENTS & PARTY RENTAL Total: | 3,644.12 |
| Vendor: ADAM1386 - ADAM | CAPPS | | | | |
| ADAM CAPPS | 10 07 2025 | 10/07/2025 | 2025 FALL FEST CONCERT - | 058-50-3073 | 500.00 |
| 7.57.111 67.11 6 | 10 07 2025 | 10/0//2023 | MUSICAL ENTERTAINMENT | 000 00 0070 | 500.00 |
| | | | Vendor AD | DAM1386 - ADAM CAPPS Total: | 500.00 |
| Vendor: ADDI3077 - ADDISON | N WOOD | | | | |
| ADDISON WOOD | 10 21 2025 A | 10/21/2025 | REFEREE SOCCER 3 HRS. 10/11/2025 | 030-50-1250 | 51.00 |
| | | | | i3077 - ADDISON WOOD Total: | 51.00 |
| Vendor: AFLA0056 - AFLAC | | | | | |
| AFLAC | 10 17 2025 | 10/17/2025 | PAYROLL DEDUCTION AFLAC | 001-00-2052 | 2,000.51 |
| ALLAC | 10 17 2023 | 10/17/2023 | | endor AFLA0056 - AFLAC Total: | 2,000.51 |
| | | | • | chaor Ar Endoso - Ar End Total. | 2,000.31 |
| Vendor: AGGR0058 - AGGREG | | 10/07/2025 | CUREDDED TORSON CATONS | 011 21 2000 | 102.00 |
| AGGREGATE SAND & GRAVEL | | 10/07/2025 | SHREDDED TOPSOIL 6.4 TONS (WATER) | | 192.00 |
| | 72130 | 10/07/2025 | SHREDDED TOPSOIL 4.31 TONS (WATER) | 011-31-2009 | 129.30 |
| AGGREGATE SAND & GRAVEL | | | | | 321.30 |
| AGGREGATE SAND & GRAVEL | | | Vendor AGGR0058 - AGGREGA | ATE SAND & GRAVEL INC Total: | 321.30 |
| AGGREGATE SAND & GRAVEL Vendor: AIRG0064 - AIRGAS U | JSA, LLC | | Vendor AGGRUU58 - AGGREGA | ATE SAND & GRAVEL INC Total: | 521.50 |
| | JSA, LLC 9165590911 | 10/21/2025 | REPLACEMENT MAX XT LCD KIT 1EA. (SEWER) | | 109.95 |

11/6/2025 11:02:14 AM Page 1 of 48

| AP Summary of Expenditures | | | | Payment Dates: 10/1/2025 | - 10/31/2025 |
|---|------------------|-----------------|---|---------------------------------|----------------|
| Vendor Name | Payable Number | Post Date | Description (Item) | Account Number | Amount |
| Vendor: AJRA1000 - AJ RAMIR | REZ | | | | |
| AJ RAMIREZ | OCT 2025 | 10/01/2025 | CELL PHONE REIMBURSEMEN | _ | 35.00 |
| | | | Vendo | or AJRA1000 - AJ RAMIREZ Total: | 35.00 |
| Vendor: ALLE1943 - ALLEN HA | | 10/01/2025 | CELL DUONE DEIMBURGEMEN | T 004 22 2002 | 25.00 |
| ALLEN HANTON | OCT 2025 | 10/01/2025 | CELL PHONE REIMBURSEMEN Vendor A | LLE1943 - ALLEN HANTON Total: | 35.00 35.00 |
| Vandor: ALLIAZE ALLICON C | CORNELIUS | | vendor | ALLEN HARTON TOWN. | 33.00 |
| Vendor: ALLI1435 - ALLISON C ALLISON CORNELIUS | 10 07 2025 A | 10/07/2025 | REFEREE SOCCER 3 HRS. | 030-50-1250 | 48.00 |
| | | | 09/27/2025 Vendor ALLI1 | 435 - ALLISON CORNELIUS Total: | 48.00 |
| Vendor: ALTE0100 - ALTERNA | TIVE DEST MOMNIT | | 3 3.13 3.7 3.2 | | .5.55 |
| ALTERNATIVE PEST MGMNT. | 9101 | 01/07/2025 | PEST CONTROL - CITY HALL | 001-09-2040 | 50.00 |
| ALTERNATIVE PEST MGMNT. | 9101 | 01/07/2025 | PEST CONTROL - VICKER'S | 001-09-2040 | 35.00 |
| | | | BLDG. | | |
| ALTERNATIVE PEST MGMNT. | 9101 | 01/07/2025 | PEST CONTROL - SR. CNTR. | 001-12-2040 | 35.00 |
| ALTERNATIVE PEST MGMNT. | 9685 | 10/21/2025 | PEST CONTROL - VICKER'S BLDG. | 001-09-2040 | 35.00 |
| ALTERNATIVE PEST MGMNT. | 9685 | 10/21/2025 | PEST CONTROL - CITY HALL | 001-09-2040 | 50.00 |
| ALTERNATIVE PEST MGMNT. | 9685 | 10/21/2025 | PEST CONTROL - SR. CNTR. | 001-12-2040 | 35.00 |
| | | | Vendor ALTE0100 - AL | TERNATIVE PEST MGMNT. Total: | 240.00 |
| Vendor: AMAN1999 - AMANI | | | | | |
| AMANDA M. DIAZ | OCT 2025 | 10/01/2025 | CELL PHONE REIMBURSEMEN | T | 35.00 35.00 |
| | | | Vendor AlviAi | N1999 - AIMANDA M. DIAZ TOTAI: | 35.00 |
| Vendor: AMER0121 - AMERIC AMERICAN STREETSCAPE LIG | | G 10/07/2025 | VGC0 VILLAGE SERIES FIXTUR | E 036-56-3036 | 21,240.00 |
| | | | W/ 4" SHAFT X 14' POLE Vendor AMER0121 - AMERICA | .N STREETSCAPE LIGHTING Total: | 21,240.00 |
| Vendor: AMSO0130 - AMSOIL | . INC | | | | |
| AMSOIL INC | 24077555 RI | 10/21/2025 | SYNTHETIC 15W40 HVY DUTY OIL | 001-03-2009 | 332.95 |
| AMSOIL INC | 24077555 RI | 10/21/2025 | SYNTHETIC 15W40 HVY DUTY OIL | 010-30-2009 | 332.94 |
| AMSOIL INC | 24077555 RI | 10/21/2025 | SYNTHETIC 15W40 HVY DUTY OIL | 011-31-2009 | 332.95 |
| AMSOIL INC | 24077555 RI | 10/21/2025 | SYNTHETIC 15W40 HVY DUTY OIL | 021-41-2009 | 332.95 |
| | | | Vendo | r AMSO0130 - AMSOIL INC Total: | 1,331.79 |
| Vendor: ANGE1030 - ANGEL 0 | AYNOR | | | | |
| ANGEL GAYNOR | 10 07 2025 | 10/07/2025 | PROFESSIONAL PHOTOGRAPH SVCS 10/18/2025 | HY 030-50-2092 | 100.00 |
| | | | Vendor AN | IGE1030 - ANGEL GAYNOR Total: | 100.00 |
| Vendor: ANGE1901 - ANGELA | BISHOP | | | | |
| ANGELA BISHOP | 10 21 2025 A | 10/21/2025 | REFEREE VOLLEYBALL 2 HRS. 10/08/2025 | 030-50-1250 | 40.00 |
| | | | Vendor AN | IGE1901 - ANGELA BISHOP Total: | 40.00 |
| Vendor: AREN2176 - AREN JO | SEPH | | | | |
| AREN JOSEPH | 10 07 2025 A | 10/07/2025 | REFEREE SOCCER 3 HRS. 09/27/2025 | 030-50-1250 | 45.00 |
| AREN JOSEPH | 10 07 2025 A | 10/07/2025 | REFEREE SOCCER 2 HRS. 09/20/2025 | 030-50-1250 | 30.00 |
| AREN JOSEPH | 10 07 2025 A | 10/07/2025 | REFEREE SOCCER 4 HRS. 09/13/2025 | 030-50-1250 | 60.00 |
| AREN JOSEPH | 10 07 2025 B | 10/07/2025 | REFEREE SOCCER 3 HRS. 10/04/2025 | 030-50-1250 | 45.00 |
| AREN JOSEPH | 10 21 2025 A | 10/21/2025 | REFEREE SOCCER 3 HRS. 10/11/2025 | 030-50-1250 | 45.00 |
| | | | Vendor | AREN2176 - AREN JOSEPH Total: | 225.00 |

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| AP Summary of Expenditures | | | | Payment Dates: 10/1/2025 | - 10/31/2025 |
|---|-------------------------|------------|--|---------------------------------|--------------|
| Vendor Name | Payable Number | Post Date | Description (Item) | Account Number | Amount |
| Vendor: ATCO0199 - ATCO IN | TERNATIONAL | | | | |
| ATCO INTERNATIONAL | 10650087 | 10/21/2025 | ALL-PRO DEGREASER / CLEANER CONCENTRATE 1 DRUM | 010-30-2009 | 159.00 |
| | | | Vendor ATCO019 | 9 - ATCO INTERNATIONAL Total: | 159.00 |
| Vendor: ATTO0209 - ATTORNI ATTORNEY GENERAL'S OFFICE | | 10/07/2025 | GENERAL OBLIGATION BOND - SERIES 2025 A | - 072-66-3001 | 270.00 |
| | | | Vendor ATTO0209 - ATTO | ORNEY GENERAL'S OFFICE Total: | 270.00 |
| Vendor: AUST0211 - AUSTIN F | IOSE | | | | |
| AUSTIN HOSE | 02179797 | 10/07/2025 | WIRE SPRING GUARD 3EA RAVO SWEEPER (STREET) | 021-41-2006 | 14.55 |
| AUSTIN HOSE | 02179797 | 10/07/2025 | HYDRAULIC HOSE ASSY. 1EA RAVO SWEEPER (STREET) | 021-41-2006 | 149.38 |
| AUSTIN HOSE | 02185228 | 10/07/2025 | O-RING 90 DUROMETER 4EA. (SEWER) | 010-30-2009 | 6.84 |
| AUSTIN HOSE | 02194817 | 10/21/2025 | 3X12 CYL. 1-1/4" TIE ROD 1EA. - BUSH HOG (STREET) | . 021-41-2006 | 263.13 |
| | | | | AUST0211 - AUSTIN HOSE Total: | 433.90 |
| Vendor: BEAL0281 - BEALL & I | MITCHELL LLC | | | | |
| BEALL & MITCHELL LLC | OCT 2025 | 10/01/2025 | PROFESSIONAL SERVICES - JUDGE | 001-06-1100 | 1,775.53 |
| | | | Vendor BEAL028 | 1 - BEALL & MITCHELL LLC Total: | 1,775.53 |
| Vendor: BLAC0328 - BLACKBU | RN MFG CO | | | | |
| BLACKBURN MFG CO | IN0016278 | 10/21/2025 | 4"X5" PINK VINYL FLAGS 1000EA. (WATER) | 011-31-2009 | 93.40 |
| BLACKBURN MFG CO | IN0016278 | 10/21/2025 | QUIK-MARK WATER-BASED ORANGE PAINT 2EA. (WATER) | 011-31-2009 | 109.20 |
| BLACKBURN MFG CO | IN0016278 | 10/21/2025 | 4"X5" BLUE VINYL FLAGS 6000EA. (WATER) | 011-31-2009 | 685.54 |
| BLACKBURN MFG CO | IN0016278 | 10/21/2025 | QUIK-MARK WATER-BASED BLUE PAINT 8EA. (WATER) | 011-31-2009 | 436.80 |
| BLACKBURN MFG CO | IN0016278 | 10/21/2025 | QUIK-MARK WATER-BASED RED PAINT 4EA. (WATER) | 011-31-2009 | 218.40 |
| | | | | 28 - BLACKBURN MFG CO Total: | 1,543.34 |
| Vendor: SCOT1706 - BOB JOV | /REO SPEEDWAGON TRIBUTE | | | | |
| BOB JOVI/REO SPEEDWAGON | 10 07 2025 | 10/07/2025 | 2025 FALL FEST CONCERT - FINAL BAL | 058-50-3073 | 2,500.00 |
| BOB JOVI/REO SPEEDWAGON | 10 07 2025 | 10/07/2025 | 2025 FALL FEST CONCERT - 50% DEPOSIT | 058-50-3073 | 2,500.00 |
| | | • | /endor SCOT1706 - BOB JOVI/REG | O SPEEDWAGON TRIBUTE Total: | 5,000.00 |
| Vendor: BORD0351 - BORDER | STATES ELECTRIC SUPPLY | | | | |
| BORDER STATES ELECTRIC SU | . 931180431 | 10/07/2025 | BRONZE FLOOD LIGHT 1EA VETERANS MEMORIAL | 036-56-3011 | 141.40 |
| BORDER STATES ELECTRIC SU | . 931187860 | 10/07/2025 | BRONZE FLOOD LIGHT 1EA VETERANS MEMORIAL | 036-56-3011 | 141.40 |
| | | | | STATES ELECTRIC SUPPLY Total: | 282.80 |
| Vendor: BRAD0358 - BRAD M | URRAY, INC. | | | | |
| BRAD MURRAY, INC. | 2025-061 | 10/07/2025 | PROJECT: ANGEL OF HOPE MEMORIAL WALL ADDITION | 036-56-3011 | 14,450.00 |
| | | | | 358 - BRAD MURRAY, INC. Total: | 14,450.00 |
| Vendor: BRAD2559 - BRADY S | IMMONS | | | | |
| BRADY SIMMONS | OCT 2025 | 10/21/2025 | CELL PHONE REIMBURSEMENT | | 35.00 |
| | | | Vendor BRAI | D2559 - BRADY SIMMONS Total: | 35.00 |
| Vendor: BREA0365 - BREAKFA | | | | | |
| BREAKFAST WITH LA PASADITA | A 10 30 2025 | 10/30/2025 | BREAKFAST BAR - ALL EMPLOYEE MTG. 10/31/2025 | 001-01-2015 | 90.48 |
| BREAKFAST WITH LA PASADITA | A 10 30 2025 | 10/30/2025 | BREAKFAST BAR - ALL EMPLOYEE MTG. 10/31/2025 | 001-02-2015 | 129.25 |

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| AP Summary of Expenditures | | | | Payment Dates: 10/1/2025 | - 10/31/2025 |
|------------------------------|-------------------|------------|--|--------------------------------|--------------|
| Vendor Name | Payable Number | Post Date | Description (Item) | Account Number | Amount |
| BREAKFAST WITH LA PASADIT | A 10 30 2025 | 10/30/2025 | BREAKFAST BAR - ALL EMPLOYEE MTG. 10/31/2025 | 001-18-2015 | 142.18 |
| BREAKFAST WITH LA PASADIT | A 10 30 2025 | 10/30/2025 | BREAKFAST BAR - ALL EMPLOYEE MTG. 10/31/2025 | 010-30-2015 | 137.87 |
| BREAKFAST WITH LA PASADIT | A 10 30 2025 | 10/30/2025 | BREAKFAST BAR - ALL EMPLOYEE MTG. 10/31/2025 | 011-31-2015 | 137.87 |
| BREAKFAST WITH LA PASADIT | A 10 30 2025 | 10/30/2025 | BREAKFAST BAR - ALL EMPLOYEE MTG. 10/31/2025 | 021-41-2015 | 137.87 |
| BREAKFAST WITH LA PASADIT | A 10 30 2025 | 10/30/2025 | BREAKFAST BAR - ALL EMPLOYEE MTG. 10/31/2025 | 030-50-2015 | 63.78 |
| | | | Vendor BREA0365 - BREAM | (FAST WITH LA PASADITA Total: | 839.30 |
| Vendor: BREN0367 - BRENNT | AG SOUTHWEST INC | | | | |
| BRENNTAG SOUTHWEST INC | BSW655635 | 10/21/2025 | TRANSPORTATION CHARGE | 011-31-2009 | 175.00 |
| BRENNTAG SOUTHWEST INC | BSW655635 | 10/21/2025 | CHLORINE 750LBS WATER DEPT. | 011-31-2009 | 1,252.50 |
| BRENNTAG SOUTHWEST INC | BSW655635 | 10/21/2025 | VESSEL RECVOERY FEE | 011-31-2009 | 75.00 |
| Vendor: BROO2183 - BROOK | VNI NACNEAL | | Vendor BREN0367 - BRI | ENNTAG SOUTHWEST INC Total: | 1,502.50 |
| BROOKLYN MCNEAL | 10 21 2025 A | 10/21/2025 | REFEREE VOLLEYBALL 3 HRS. 10/09/2025 | 030-50-1250 | 60.00 |
| | | | | L83 - BROOKLYN MCNEAL Total: | 60.00 |
| Vendor: BULL0394 - BULLSEY | E PDR & COLLISION | | | | |
| BULLSEYE PDR & COLLISION | 005598 | 10/21/2025 | DEDUCTIBLE - TRK #39 (WATEI DEPT.) | R 011-31-2006 | 1,000.00 |
| BULLSEYE PDR & COLLISION | 005598 | 10/21/2025 | PAINTLESS DENT REPAIR - TRK #39 (WATER DEPT.) | 011-31-2006 | 3,927.50 |
| | | | , | ILLSEYE PDR & COLLISION Total: | 4,927.50 |
| Vendor: CALE2796 - CALE TO | PINKA | | | | |
| CALE TOPINKA | OCT 2025 | 10/01/2025 | CELL PHONE REIMBURSEMENT | 010-30-2002 | 11.67 |
| CALE TOPINKA | OCT 2025 | 10/01/2025 | CELL PHONE REIMBURSEMENT | Г 011-31-2002 | 11.67 |
| CALE TOPINKA | OCT 2025 | 10/01/2025 | CELL PHONE REIMBURSEMENT | T 021-41-2002 | 11.66 |
| | | | Vendor 0 | ALE2796 - CALE TOPINKA Total: | 35.00 |
| Vendor: CAMP1646 - CAMPU | S BASKETBALL | | | | |
| CAMPUS BASKETBALL | 10 15 2025 | 10/15/2025 | SERVICES RENDERED - 2025 FALL FESTIVAL | 037-57-2012 | 500.00 |
| | | | Vendor CAMP164 | 6 - CAMPUS BASKETBALL Total: | 500.00 |
| Vendor: CARL0713 - CARL B. I | = | | | | |
| CARL B. DAVIS, TRUSTEE | 10 02 2025 A | 10/02/2025 | BI-WEEKLY PAYROLL DEDUCTION - CASE NO. 23- 10360 | 001-00-2057 | 246.00 |
| CARL B. DAVIS, TRUSTEE | 10 02 2025 B | 10/02/2025 | BI-WEEKLY PAYROLL DEDUCTION - CASE NO. 22- 10615 | 001-00-2057 | 69.23 |
| CARL B. DAVIS, TRUSTEE | 10 17 2025 A | 10/17/2025 | BI-WEEKLY PAYROLL DEDUCTION - CASE NO. 23- 10360 | 001-00-2057 | 246.00 |
| CARL B. DAVIS, TRUSTEE | 10 17 2025 B | 10/17/2025 | BI-WEEKLY PAYROLL DEDUCTION - CASE NO. 22- 10615 | 001-00-2057 | 69.23 |
| CARL B. DAVIS, TRUSTEE | 10 30 2025 A | 10/30/2025 | BI-WEEKLY PAYROLL DEDUCTION - CASE NO. 23- 10360 | 001-00-2057 | 246.00 |
| CARL B. DAVIS, TRUSTEE | 10 30 2025 B | 10/30/2025 | BI-WEEKLY PAYROLL DEDUCTION - CASE NO. 22- 10615 | 001-00-2057 | 69.23 |
| | | | Vendor CARL0713 | CARL B. DAVIS, TRUSTEE Total: | 945.69 |
| Vendor: CHEY1441 - CHEYAN | NE SMITH | | | | |
| CHEYANNE SMITH | 10 07 2025 A | 10/07/2025 | REFEREE SOCCER 2 HRS. | 030-50-1250 | 32.00 |

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| AP Summary of Expenditures | | | | Payment Dates: 10/1/2025 | - 10/31/2025 |
|--|--------------------------------|-------------------------|---|-----------------------------------|---------------------|
| | no oblant obse | De el Dele | Description (trans) | • | |
| Vendor Name CHEYANNE SMITH | Payable Number 10 21 2025 A | Post Date 10/21/2025 | Description (Item) REFEREE SOCCER 2 HRS. | Account Number 030-50-1250 | Amount 32.00 |
| | | | 10/11/2025 Vendor CHE | /1441 - CHEYANNE SMITH Total: | 64.00 |
| Vandom CUDIA120 CUDICTIN | A STOMELL | | 3 5.1.2.5 | | |
| Vendor: CHRI1139 - CHRISTIN CHRISTINA STOWELL | 10 07 2025 A | 10/07/2025 | REFEREE SOCCER 1 HR. | 030-50-1250 | 20.00 |
| CHRISTINASTOWELL | 10 07 2023 A | 10/07/2025 | 09/27/2025 | 030 30 1230 | 20.00 |
| CHRISTINA STOWELL | 10 07 2025 B | 10/07/2025 | REFEREE SOCCER 2 HRS. 10/04/2025 | 030-50-1250 | 40.00 |
| CHRISTINA STOWELL | 10 21 2025 A | 10/21/2025 | REFEREE SOCCER 2 HRS. 10/11/2025 | 030-50-1250 | 40.00 |
| | | | | .39 - CHRISTINA STOWELL Total: | 100.00 |
| Vendor: CIAR1720 - CIARA LEA | ACH | | | | |
| CIARA LEACH | OCT 2025 | 10/01/2025 | CELL PHONE REIMBURSEMENT | Г 030-50-2002 | 35.00 |
| | | | Vendor | CIAR1720 - CIARA LEACH Total: | 35.00 |
| Vendor: CINT0521 - CINTAS C | ORPORATION #451 | | | | |
| CINTAS CORPORATION #451 | 4244834465 | 10/07/2025 | TERRY TOWEL - WHTIE | 001-03-2009 | 13.80 |
| CINTAS CORPORATION #451 | 4244834465 | 10/07/2025 | Z-FOLD PAPER TOWEL REFILL | 001-03-2009 | 30.84 |
| CINTAS CORPORATION #451 | 4244834465 | 10/07/2025 | EMP. 0002 A. NGUYEN | 001-03-2012 | 4.51 |
| CINTAS CORPORATION #451 | 4244834465 | 10/07/2025 | EMP. 0021 C. LEWIS | 001-03-2012 | 3.89 |
| CINTAS CORPORATION #451 | 4244834465 | 10/07/2025 | EMP. 0025 T. CHAMBERLIN | 001-03-2012 | 3.89 |
| CINTAS CORPORATION #451 | 4244834465 | 10/07/2025 | EMP. 0004 C. BARNARD | 001-03-2012 | 7.50 |
| CINTAS CORPORATION #451 | 4244834465 | 10/07/2025 | EMP. 0001 O. BAILEY | 001-03-2012 | 6.10 |
| CINTAS CORPORATION #451 | 4244834465 | 10/07/2025 | EMP. 0011 K. STARK | 001-03-2012 | 3.66 |
| CINTAS CORPORATION #451 | 4244834465 | 10/07/2025 | EMP. 0023 J. SNYDER | 001-03-2012 | 6.10 |
| CINTAS CORPORATION #451 | 4244834465 | 10/07/2025 | EMP. 0006 R. STOKES | 001-03-2012 | 3.88 |
| CINTAS CORPORATION #451 | 4244834465 | 10/07/2025 | EMP. 0012 C. BETTLES | 001-20-2016 | 3.89 |
| CINTAS CORPORATION #451 | 4244834465 | 10/07/2025 | 3X5 GRAY MAT | 010-30-2009 | 1.02 |
| CINTAS CORPORATION #451 | 4244834465 | 10/07/2025 | SANIS SCENTED TOILET BOWL | | 0.88 |
| | .26565 | 20/0//2020 | CLIP | 010 00 1005 | 0.00 |
| CINTAS CORPORATION #451 | 4244834465 | 10/07/2025 | 1000 MOISTURIZING SOAP | 010-30-2009 | 0.82 |
| CINTAS CORPORATION #451 | 4244834465 | 10/07/2025 | 34X57 FENDER COVER - RED | 010-30-2009 | 7.38 |
| CINTAS CORPORATION #451 | 4244834465 | 10/07/2025 | 3X10 GRAY MAT | 010-30-2009 | 0.69 |
| CINTAS CORPORATION #451 | 4244834465 | 10/07/2025 | DUAL TOILET PAPER REFILL | 010-30-2009 | 9.59 |
| CINTAS CORPORATION #451 | 4244834465 | 10/07/2025 | SM SHOP TOWELS - RED | 010-30-2009 | 11.01 |
| CINTAS CORPORATION #451 | 4244834465 | 10/07/2025 | HARDWIND TOWEL ROLL - WHITE | 010-30-2009 | 24.68 |
| CINTAS CORPORATION #451 | 4244834465 | 10/07/2025 | 3X5 ACTIVE SCRAPER MAT | 010-30-2009 | 0.44 |
| CINTAS CORPORATION #451 | 4244834465 | 10/07/2025 | EMP. 0024 B. BIBY | 010-30-2016 | 5.20 |
| CINTAS CORPORATION #451 | 4244834465 | 10/07/2025 | EMP. 0022 S. OVIEDO | 010-30-2016 | 6.10 |
| CINTAS CORPORATION #451 | 4244834465 | 10/07/2025 | EMP. 0020 C. ROSE | 010-30-2016 | 3.89 |
| CINTAS CORPORATION #451 | 4244834465 | 10/07/2025 | EMP. 0017 E. SATTERFIELD | 010-30-2016 | 7.32 |
| CINTAS CORPORATION #451 | 4244834465 | 10/07/2025 | EMP. 0007 S. RINEHART | 010-30-2016 | 7.38 |
| CINTAS CORPORATION #451 | 4244834465 | 10/07/2025 | EMP. 0008 C. ASHER | 010-30-2016 | 1.39 |
| CINTAS CORPORATION #451 | 4244834465 | 10/07/2025 | EMP. 0019 M. LIPPOLDT | 010-30-2016 | 1.30 |
| CINTAS CORPORATION #451 | 4244834465 | 10/07/2025 | UNIFORM ADVANTAGE | 010-30-2016 | 17.45 |
| CINTAS CORPORATION #451 | 4244834465 | 10/07/2025 | EMP. 0016 Z. BATY | 010-30-2016 | 18.76 |
| CINTAS CORPORATION #451 | 4244834465 | 10/07/2025 | EMP. 0005 M. LITCHFIELD | 010-30-2016 | 5.71 |
| CINTAS CORPORATION #451 | 4244834465 | 10/07/2025 | EMP. 0015 J. LETOURNEAU | 010-30-2016 | 2.03 |
| CINTAS CORPORATION #451 | 4244834465 | 10/07/2025 | 1000 MOISTURIZING SOAP | 011-31-2009 | 0.82 |
| CINTAS CORPORATION #451 | 4244834465 | 10/07/2025 | 3X5 ACTIVE SCRAPER MAT | 011-31-2009 | 0.44 |
| CINTAS CORPORATION #451 | 4244834465 | 10/07/2025 | SANIS SCENTED TOILET BOWL CLIP | | 0.88 |
| CINTAS CORPORATION #451 | 4244834465 | 10/07/2025 | SM SHOP TOWELS - RED | 011-31-2009 | 11.00 |
| CINTAS CORPORATION #451 | 4244834465 | 10/07/2025 | 3X5 GRAY MAT | 011-31-2009 | 1.02 |
| CINTAS CORPORATION #451 | 4244834465 | 10/07/2025 | DUAL TOILET PAPER REFILL | 011-31-2009 | 9.59 |
| CINTAS CORPORATION #451 | 4244834465 | 10/07/2025 | 34X57 FENDER COVER - RED | 011-31-2009 | 7.38 |
| CINTAS CORPORATION #451 | 4244834465 | 10/07/2025 | 3X10 GRAY MAT | 011-31-2009 | 0.69 |
| CINTAS CORPORATION #451 | 4244834465 | 10/07/2025 | HARDWIND TOWEL ROLL - | 011-31-2009 | 24.68 |

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CINTAS CORPORATION #451 4244834465

WHITE

EMP. 0018 M. MCELROY

011-31-2016

1.22

| Vendor Name | Payable Number | Post Date | Description (Item) | Account Number | Amount |
|-------------------------|----------------|------------|------------------------------------|----------------|--------|
| CINTAS CORPORATION #451 | 4244834465 | 10/07/2025 | EMP. 0019 M. LIPPOLDT | 011-31-2016 | 1.30 |
| CINTAS CORPORATION #451 | 4244834465 | 10/07/2025 | EMP. 0008 C. ASHER | 011-31-2016 | 1.39 |
| CINTAS CORPORATION #451 | 4244834465 | 10/07/2025 | EMP. 0015 J. LETOURNEAU | 011-31-2016 | 2.03 |
| CINTAS CORPORATION #451 | 4244834465 | 10/07/2025 | EMP. 0005 M. LITCHFIELD | 011-31-2016 | 5.71 |
| CINTAS CORPORATION #451 | 4244834465 | 10/07/2025 | EMP. 0024 B. BIBY | 011-31-2016 | 5.20 |
| CINTAS CORPORATION #451 | 4244834465 | 10/07/2025 | EMP. 0003 K. LYONS | 011-31-2016 | 6.10 |
| CINTAS CORPORATION #451 | 4244834465 | 10/07/2025 | EMP. 0010 N. CABALLERO | 011-31-2016 | 8.55 |
| CINTAS CORPORATION #451 | 4244834465 | 10/07/2025 | EMP. 0007 S. RINEHART | 011-31-2016 | 7.38 |
| CINTAS CORPORATION #451 | 4244834465 | 10/07/2025 | EMP. 0009 B. HALE | 011-31-2016 | 8.66 |
| CINTAS CORPORATION #451 | 4244834465 | 10/07/2025 | UNIFORM ADVANTAGE | 011-31-2016 | 17.44 |
| CINTAS CORPORATION #451 | 4244834465 | 10/07/2025 | 1000 MOISTURIZING SOAP | 021-41-2009 | 0.82 |
| CINTAS CORPORATION #451 | 4244834465 | 10/07/2025 | 3X10 GRAY MAT | 021-41-2009 | 0.68 |
| CINTAS CORPORATION #451 | 4244834465 | 10/07/2025 | 3X5 ACTIVE SCRAPER MAT | 021-41-2009 | 0.44 |
| CINTAS CORPORATION #451 | 4244834465 | 10/07/2025 | SANIS SCENTED TOILET BOWL | 021-41-2009 | 0.87 |
| | | | CLIP | | |
| CINTAS CORPORATION #451 | 4244834465 | 10/07/2025 | SM SHOP TOWELS - RED | 021-41-2009 | 11.00 |
| CINTAS CORPORATION #451 | 4244834465 | 10/07/2025 | HARDWIND TOWEL ROLL - WHITE | 021-41-2009 | 24.70 |
| CINTAS CORPORATION #451 | 4244834465 | 10/07/2025 | DUAL TOILET PAPER REFILL | 021-41-2009 | 9.60 |
| CINTAS CORPORATION #451 | 4244834465 | 10/07/2025 | 34X57 FENDER COVER - RED | 021-41-2009 | 7.37 |
| CINTAS CORPORATION #451 | 4244834465 | 10/07/2025 | 3X5 GRAY MAT | 021-41-2009 | 1.03 |
| CINTAS CORPORATION #451 | 4244834465 | 10/07/2025 | EMP. 0005 M. LITCHFIELD | 021-41-2016 | 5.71 |
| CINTAS CORPORATION #451 | 4244834465 | 10/07/2025 | EMP. 0019 M. LIPPOLDT | 021-41-2016 | 1.29 |
| CINTAS CORPORATION #451 | 4244834465 | 10/07/2025 | EMP. 0024 B. BIBY | 021-41-2016 | 5.20 |
| CINTAS CORPORATION #451 | 4244834465 | 10/07/2025 | UNIFORM ADVANTAGE | 021-41-2016 | 17.44 |
| CINTAS CORPORATION #451 | 4244834465 | 10/07/2025 | EMP. 0008 C. ASHER | 021-41-2016 | 1.40 |
| CINTAS CORPORATION #451 | 4244834465 | 10/07/2025 | EMP. 0007 S. RINEHART | 021-41-2016 | 7.37 |
| CINTAS CORPORATION #451 | 4244834465 | 10/07/2025 | EMP. 0015 J. LETOURNEAU | 021-41-2016 | 2.04 |
| CINTAS CORPORATION #451 | 4244834465 | 10/07/2025 | EMP. 0018 M. MCELROY | 021-41-2016 | 1.21 |
| CINTAS CORPORATION #451 | 4244834505 | 10/07/2025 | JANITORIAL SUPPLIES - PUBLIC WORKS | 001-03-2009 | 49.10 |
| CINTAS CORPORATION #451 | 4244834505 | 10/07/2025 | JANITORIAL SUPPLIES - POLICE DEPT. | 001-09-2009 | 215.63 |
| CINTAS CORPORATION #451 | 4244834505 | 10/07/2025 | JANITORIAL SUPPLIES - CITY HALL | 001-09-2009 | 170.75 |
| CINTAS CORPORATION #451 | 4244834505 | 10/07/2025 | JANITORIAL SUPPLIES - PUBLIC WORKS | 010-30-2009 | 49.10 |
| CINTAS CORPORATION #451 | 4244834505 | 10/07/2025 | JANITORIAL SUPPLIES - PUBLIC WORKS | 011-31-2009 | 49.10 |
| CINTAS CORPORATION #451 | 4244834505 | 10/07/2025 | JANITORIAL SUPPLIES - PUBLIC WORKS | 021-41-2009 | 49.08 |
| CINTAS CORPORATION #451 | 4245565377 | 10/07/2025 | TERRY TOWEL - WHTIE | 001-03-2009 | 13.80 |
| CINTAS CORPORATION #451 | 4245565377 | 10/07/2025 | EMP. 0004 C. BARNARD | 001-03-2012 | 7.50 |
| CINTAS CORPORATION #451 | 4245565377 | 10/07/2025 | EMP. 0001 O. BAILEY | 001-03-2012 | 6.10 |
| CINTAS CORPORATION #451 | 4245565377 | 10/07/2025 | EMP. 0023 J. SNYDER | 001-03-2012 | 6.10 |
| CINTAS CORPORATION #451 | 4245565377 | 10/07/2025 | EMP. 0006 R. STOKES | 001-03-2012 | 3.88 |
| CINTAS CORPORATION #451 | 4245565377 | 10/07/2025 | EMP. 0002 A. NGUYEN | 001-03-2012 | 4.51 |
| CINTAS CORPORATION #451 | 4245565377 | 10/07/2025 | EMP. 0011 K. STARK | 001-03-2012 | 3.66 |
| CINTAS CORPORATION #451 | 4245565377 | 10/07/2025 | EMP. 0025 T. CHAMBERLIN | 001-03-2012 | 3.89 |
| CINTAS CORPORATION #451 | 4245565377 | 10/07/2025 | EMP. 0021 C. LEWIS | 001-03-2012 | 3.89 |
| CINTAS CORPORATION #451 | 4245565377 | 10/07/2025 | EMP. 0012 C. BETTLES | 001-20-2016 | 3.89 |
| CINTAS CORPORATION #451 | 4245565377 | 10/07/2025 | 3X5 ACTIVE SCRAPER MAT | 010-30-2009 | 0.44 |
| CINTAS CORPORATION #451 | 4245565377 | 10/07/2025 | 1000 MOISTURIZING SOAP | 010-30-2009 | 0.82 |
| CINTAS CORPORATION #451 | 4245565377 | 10/07/2025 | SM SHOP TOWELS - RED | 010-30-2009 | 11.01 |
| CINTAS CORPORATION #451 | 4245565377 | 10/07/2025 | SANIS SCENTED TOILET BOWL CLIP | 010-30-2009 | 0.88 |
| CINTAS CORPORATION #451 | 4245565377 | 10/07/2025 | 3X5 GRAY MAT | 010-30-2009 | 1.02 |
| CINTAS CORPORATION #451 | 4245565377 | 10/07/2025 | 34X57 FENDER COVER - RED | 010-30-2009 | 7.38 |
| CINTAS CORPORATION #451 | 4245565377 | 10/07/2025 | 3X10 GRAY MAT | 010-30-2009 | 0.69 |
| CINTAS CORPORATION #451 | 4245565377 | 10/07/2025 | EMP. 0008 C. ASHER | 010-30-2016 | 1.39 |
| CINTAS CORPORATION #451 | 4245565377 | 10/07/2025 | EMP. 0005 M. LITCHFIELD | 010-30-2016 | 5.71 |

Payment Dates: 10/1/2025 - 10/31/2025

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| Vendor Name | Payable Number | Post Date | Description (Item) | Account Number | Amount |
|-------------------------|----------------|------------|---------------------------|----------------|--------|
| CINTAS CORPORATION #451 | 4245565377 | 10/07/2025 | EMP. 0024 B. BIBY | 010-30-2016 | 5.20 |
| CINTAS CORPORATION #451 | 4245565377 | 10/07/2025 | EMP. 0016 Z. BATY | 010-30-2016 | 14.37 |
| CINTAS CORPORATION #451 | 4245565377 | 10/07/2025 | EMP. 0022 S. OVIEDO | 010-30-2016 | 6.10 |
| CINTAS CORPORATION #451 | 4245565377 | 10/07/2025 | EMP. 0007 S. RINEHART | 010-30-2016 | 7.38 |
| CINTAS CORPORATION #451 | 4245565377 | 10/07/2025 | UNIFORM ADVANTAGE | 010-30-2016 | 16.97 |
| CINTAS CORPORATION #451 | 4245565377 | 10/07/2025 | EMP. 0017 E. SATTERFIELD | 010-30-2016 | 7.32 |
| CINTAS CORPORATION #451 | 4245565377 | 10/07/2025 | EMP. 0020 C. ROSE | 010-30-2016 | 3.89 |
| CINTAS CORPORATION #451 | 4245565377 | 10/07/2025 | EMP. 0019 M. LIPPOLDT | 010-30-2016 | 1.30 |
| CINTAS CORPORATION #451 | 4245565377 | 10/07/2025 | EMP. 0015 J. LETOURNEAU | 010-30-2016 | 2.03 |
| CINTAS CORPORATION #451 | 4245565377 | 10/07/2025 | 34X57 FENDER COVER - RED | 011-31-2009 | 7.38 |
| CINTAS CORPORATION #451 | 4245565377 | 10/07/2025 | 3X10 GRAY MAT | 011-31-2009 | 0.69 |
| CINTAS CORPORATION #451 | 4245565377 | 10/07/2025 | 3X5 GRAY MAT | 011-31-2009 | 1.02 |
| CINTAS CORPORATION #451 | 4245565377 | 10/07/2025 | 1000 MOISTURIZING SOAP | 011-31-2009 | 0.82 |
| CINTAS CORPORATION #451 | 4245565377 | 10/07/2025 | 3X5 ACTIVE SCRAPER MAT | 011-31-2009 | 0.44 |
| CINTAS CORPORATION #451 | 4245565377 | 10/07/2025 | SANIS SCENTED TOILET BOWL | 011-31-2009 | 0.88 |
| CINTAS CORPORATION #451 | 4245565377 | 10/07/2025 | SM SHOP TOWELS - RED | 011-31-2009 | 11.00 |
| CINTAS CORPORATION #451 | 4245565377 | 10/07/2025 | UNIFORM ADVANTAGE | 011-31-2016 | 16.97 |
| CINTAS CORPORATION #451 | 4245565377 | 10/07/2025 | EMP. 0010 N. CABALLERO | 011-31-2016 | 8.55 |
| CINTAS CORPORATION #451 | 4245565377 | 10/07/2025 | EMP. 0009 B. HALE | 011-31-2016 | 8.66 |
| CINTAS CORPORATION #451 | 4245565377 | 10/07/2025 | EMP. 0008 C. ASHER | 011-31-2016 | 1.39 |
| CINTAS CORPORATION #451 | 4245565377 | 10/07/2025 | EMP. 0024 B. BIBY | 011-31-2016 | 5.20 |
| CINTAS CORPORATION #451 | 4245565377 | 10/07/2025 | EMP. 0007 S. RINEHART | 011-31-2016 | 7.38 |
| CINTAS CORPORATION #451 | 4245565377 | 10/07/2025 | EMP. 0015 J. LETOURNEAU | 011-31-2016 | 2.03 |
| CINTAS CORPORATION #451 | 4245565377 | 10/07/2025 | EMP. 0018 M. MCELROY | 011-31-2016 | 1.22 |
| CINTAS CORPORATION #451 | 4245565377 | 10/07/2025 | EMP. 0019 M. LIPPOLDT | 011-31-2016 | 1.30 |
| CINTAS CORPORATION #451 | 4245565377 | 10/07/2025 | EMP. 0003 K. LYONS | 011-31-2016 | 6.10 |
| CINTAS CORPORATION #451 | 4245565377 | 10/07/2025 | EMP. 0005 M. LITCHFIELD | 011-31-2016 | 5.71 |
| CINTAS CORPORATION #451 | 4245565377 | 10/07/2025 | 3X10 GRAY MAT | 021-41-2009 | 0.68 |
| CINTAS CORPORATION #451 | 4245565377 | 10/07/2025 | 1000 MOISTURIZING SOAP | 021-41-2009 | 0.82 |
| CINTAS CORPORATION #451 | 4245565377 | 10/07/2025 | SANIS SCENTED TOILET BOWL | 021-41-2009 | 0.87 |
| | 12 13303377 | 10/01/2023 | CLIP | 021 11 2005 | 0.07 |
| CINTAS CORPORATION #451 | 4245565377 | 10/07/2025 | 3X5 GRAY MAT | 021-41-2009 | 1.03 |
| CINTAS CORPORATION #451 | 4245565377 | 10/07/2025 | 34X57 FENDER COVER - RED | 021-41-2009 | 7.37 |
| CINTAS CORPORATION #451 | 4245565377 | 10/07/2025 | SM SHOP TOWELS - RED | 021-41-2009 | 11.00 |
| CINTAS CORPORATION #451 | 4245565377 | 10/07/2025 | 3X5 ACTIVE SCRAPER MAT | 021-41-2009 | 0.44 |
| CINTAS CORPORATION #451 | 4245565377 | 10/07/2025 | EMP. 0018 M. MCELROY | 021-41-2016 | 1.21 |
| CINTAS CORPORATION #451 | 4245565377 | 10/07/2025 | EMP. 0019 M. LIPPOLDT | 021-41-2016 | 1.29 |
| CINTAS CORPORATION #451 | 4245565377 | 10/07/2025 | EMP. 0008 C. ASHER | 021-41-2016 | 1.40 |
| CINTAS CORPORATION #451 | 4245565377 | 10/07/2025 | EMP. 0015 J. LETOURNEAU | 021-41-2016 | 2.04 |
| CINTAS CORPORATION #451 | 4245565377 | 10/07/2025 | EMP. 0024 B. BIBY | 021-41-2016 | 5.20 |
| CINTAS CORPORATION #451 | 4245565377 | 10/07/2025 | EMP. 0005 M. LITCHFIELD | 021-41-2016 | 5.71 |
| CINTAS CORPORATION #451 | 4245565377 | 10/07/2025 | EMP. 0007 S. RINEHART | 021-41-2016 | 7.37 |
| CINTAS CORPORATION #451 | 4245565377 | 10/07/2025 | UNIFORM ADVANTAGE | 021-41-2016 | 16.97 |
| CINTAS CORPORATION #451 | 4244080982 | 10/21/2025 | TERRY TOWEL - WHTIE | 001-03-2009 | 13.80 |
| CINTAS CORPORATION #451 | 4244080982 | 10/21/2025 | EMP. 0025 T. CHAMBERLIN | 001-03-2012 | 3.89 |
| CINTAS CORPORATION #451 | 4244080982 | 10/21/2025 | EMP. 0021 C. LEWIS | 001-03-2012 | 3.89 |
| CINTAS CORPORATION #451 | 4244080982 | 10/21/2025 | EMP. 0002 A. NGUYEN | 001-03-2012 | 13.31 |
| CINTAS CORPORATION #451 | 4244080982 | 10/21/2025 | EMP. 0006 R. STOKES | 001-03-2012 | 3.88 |
| CINTAS CORPORATION #451 | 4244080982 | 10/21/2025 | EMP. 0011 K. STARK | 001-03-2012 | 3.66 |
| CINTAS CORPORATION #451 | 4244080982 | 10/21/2025 | EMP. 0004 C. BARNARD | 001-03-2012 | 7.50 |
| CINTAS CORPORATION #451 | 4244080982 | 10/21/2025 | EMP. 0001 O. BAILEY | 001-03-2012 | 6.10 |
| CINTAS CORPORATION #451 | 4244080982 | 10/21/2025 | EMP. 0023 J. SNYDER | 001-03-2012 | 6.10 |
| CINTAS CORPORATION #451 | 4244080982 | 10/21/2025 | EMP. 0012 C. BETTLES | 001-20-2016 | 3.89 |
| CINTAS CORPORATION #451 | 4244080982 | 10/21/2025 | 1000 MOISTURIZING SOAP | 010-30-2009 | 0.82 |
| CINTAS CORPORATION #451 | 4244080982 | 10/21/2025 | 3X5 ACTIVE SCRAPER MAT | 010-30-2009 | 0.44 |
| CINTAS CORPORATION #451 | 4244080982 | 10/21/2025 | SANIS SCENTED TOILET BOWL | 010-30-2009 | 0.88 |
| | | | CLIP | | |
| CINTAS CORPORATION #451 | 4244080982 | 10/21/2025 | SM SHOP TOWELS - RED | 010-30-2009 | 11.01 |
| CINTAS CORPORATION #451 | 4244080982 | 10/21/2025 | 3X5 GRAY MAT | 010-30-2009 | 1.02 |
| CINTAS CORPORATION #451 | 4244080982 | 10/21/2025 | 34X57 FENDER COVER - RED | 010-30-2009 | 7.38 |
| | | | | | |

Payment Dates: 10/1/2025 - 10/31/2025

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| AP Summary of Expenditures Payment Dates: 10/1/ | | | | | 0/1/2025 - 10/31/2025 |
|--|--------------------------|--------------------------|--|----------------------------|-----------------------|
| Vendor Name | Payable Number | Post Date | Description (Item) | Account Number | Amount |
| CINTAS CORPORATION #451 | 4244080982 | 10/21/2025 | 3X10 GRAY MAT | 010-30-2009 | 0.69 |
| CINTAS CORPORATION #451 | 4244080982 | 10/21/2025 | UNIFORM ADVANTAGE | 010-30-2016 | 16.29 |
| CINTAS CORPORATION #451 | 4244080982 | 10/21/2025 | EMP. 0016 Z. BATY | 010-30-2016 | 18.76 |
| CINTAS CORPORATION #451 | 4244080982 | 10/21/2025 | EMP. 0015 J. LETOURNEAU | 010-30-2016 | 2.03 |
| CINTAS CORPORATION #451 | 4244080982 | 10/21/2025 | EMP. 0017 E. SATTERFIELD | 010-30-2016 | 7.32 |
| CINTAS CORPORATION #451 | 4244080982 | 10/21/2025 | EMP. 0005 M. LITCHFIELD | 010-30-2016 | 5.71 |
| CINTAS CORPORATION #451 | 4244080982 | 10/21/2025 | EMP. 0008 C. ASHER | 010-30-2016 | 1.39 |
| CINTAS CORPORATION #451 | 4244080982 | 10/21/2025 | EMP. 0019 M. LIPPOLDT | 010-30-2016 | 1.30 |
| CINTAS CORPORATION #451 | 4244080982 | 10/21/2025 | EMP. 0020 C. ROSE | 010-30-2016 | 3.89 |
| CINTAS CORPORATION #451 | 4244080982 | 10/21/2025 | EMP. 0022 S. OVIEDO | 010-30-2016 | 6.10 |
| CINTAS CORPORATION #451 | 4244080982 | 10/21/2025 | EMP. 0007 S. RINEHART | 010-30-2016 | 7.38 |
| CINTAS CORPORATION #451 | 4244080982 | 10/21/2025 | 3X5 GRAY MAT | 011-31-2009 | 1.02 |
| CINTAS CORPORATION #451 | 4244080982 | 10/21/2025 | SM SHOP TOWELS - RED | 011-31-2009 | 11.00 |
| CINTAS CORPORATION #451 | 4244080982 | 10/21/2025 | SANIS SCENTED TOILET BOWL CLIP | 011-31-2009 | 0.88 |
| CINTAS CORPORATION #451 | 4244080982 | 10/21/2025 | 3X5 ACTIVE SCRAPER MAT | 011-31-2009 | 0.44 |
| CINTAS CORPORATION #451 | 4244080982 | 10/21/2025 | 34X57 FENDER COVER - RED | 011-31-2009 | 7.38 |
| CINTAS CORPORATION #451 | 4244080982 | 10/21/2025 | 1000 MOISTURIZING SOAP | 011-31-2009 | 0.82 |
| CINTAS CORPORATION #451 | 4244080982 | 10/21/2025 | 3X10 GRAY MAT | 011-31-2009 | 0.69 |
| CINTAS CORPORATION #451 | 4244080982 | 10/21/2025 | EMP. 0009 B. HALE | 011-31-2016 | 8.66 |
| CINTAS CORPORATION #451 | 4244080982 | 10/21/2025 | EMP. 0007 S. RINEHART | 011-31-2016 | 7.38 |
| CINTAS CORPORATION #451 | 4244080982 | 10/21/2025 | EMP. 0010 N. CABALLERO | 011-31-2016 | 8.55 |
| CINTAS CORPORATION #451 | 4244080982 | 10/21/2025 | EMP. 0005 M. LITCHFIELD | 011-31-2016 | 5.71 |
| CINTAS CORPORATION #451 | 4244080982 | 10/21/2025 | EMP. 0015 J. LETOURNEAU | 011-31-2016 | 2.03 |
| CINTAS CORPORATION #451 | 4244080982 | 10/21/2025 | EMP. 0008 C. ASHER | 011-31-2016 | 1.39 |
| CINTAS CORPORATION #451 | 4244080982 | 10/21/2025 | EMP. 0019 M. LIPPOLDT | 011-31-2016 | 1.30 |
| CINTAS CORPORATION #451 | 4244080982 | 10/21/2025 | EMP. 0018 M. MCELROY | 011-31-2016 | 1.22 |
| CINTAS CORPORATION #451 | 4244080982 | 10/21/2025 | UNIFORM ADVANTAGE | 011-31-2016 | 16.28 |
| CINTAS CORPORATION #451 | 4244080982 | 10/21/2025 | EMP. 0003 K. LYONS | 011-31-2016 | 6.10 |
| CINTAS CORPORATION #451 | 4244080982 | 10/21/2025 | SM SHOP TOWELS - RED | 021-41-2009 | 11.00 |
| CINTAS CORPORATION #451 | 4244080982 | 10/21/2025 | 3X5 GRAY MAT | 021-41-2009 | 1.03 |
| CINTAS CORPORATION #451 | 4244080982 | 10/21/2025 | SANIS SCENTED TOILET BOWL CLIP | 021-41-2009 | 0.87 |
| CINTAS CORPORATION #451 | 4244080982 | 10/21/2025 | 1000 MOISTURIZING SOAP | 021-41-2009 | 0.82 |
| CINTAS CORPORATION #451 | 4244080982 | 10/21/2025 | 3X10 GRAY MAT | 021-41-2009 | 0.68 |
| CINTAS CORPORATION #451 | 4244080982 | 10/21/2025 | 3X5 ACTIVE SCRAPER MAT | 021-41-2009 | 0.44 |
| CINTAS CORPORATION #451 | 4244080982 | 10/21/2025 | 34X57 FENDER COVER - RED | 021-41-2009 | 7.37 |
| CINTAS CORPORATION #451 | 4244080982 | 10/21/2025 | EMP. 0005 M. LITCHFIELD | 021-41-2016 | 5.71 |
| CINTAS CORPORATION #451 | 4244080982 | 10/21/2025 | UNIFORM ADVANTAGE | 021-41-2016 | 16.28 |
| CINTAS CORPORATION #451 | 4244080982 | 10/21/2025 | EMP. 0015 J. LETOURNEAU | 021-41-2016 | 2.04 |
| CINTAS CORPORATION #451 | 4244080982 | 10/21/2025 | EMP. 0008 C. ASHER | 021-41-2016 | 1.40 |
| CINTAS CORPORATION #451 | 4244080982 | 10/21/2025 | EMP. 0019 M. LIPPOLDT | 021-41-2016 | 1.29 |
| CINTAS CORPORATION #451 | 4244080982 | 10/21/2025 | EMP. 0018 M. MCELROY | 021-41-2016 | 1.21 |
| CINTAS CORPORATION #451 | 4244080982 | 10/21/2025 | EMP. 0007 S. RINEHART | 021-41-2016 | 7.37 |
| CINTAS CORPORATION #451 | 4246330397 | 10/21/2025 | Z-FOLD PAPER TOWEL REFILL | 001-03-2009 | 30.84 |
| CINTAS CORPORATION #451 | 4246330397 | 10/21/2025 | TERRY TOWEL - WHTIE | 001-03-2009 | 13.80 |
| CINTAS CORPORATION #451 | 4246330397 | 10/21/2025 | EMP. 0011 K. STARK | 001-03-2012 | 3.66 |
| CINTAS CORPORATION #451 | 4246330397 | 10/21/2025 | EMP. 0006 R. STOKES | 001-03-2012 | 3.88 |
| CINTAS CORPORATION #451 | 4246330397 | 10/21/2025 | EMP. 0004 C. BARNARD | 001-03-2012 | 7.50 |
| CINTAS CORPORATION #451 | 4246330397 4246330397 | 10/21/2025 | EMP. 0021 C. LEWIS | 001-03-2012 | 3.89 |
| CINTAS CORPORATION #451 | | 10/21/2025 | EMP. 0023 J. SNYDER | 001-03-2012 | 6.10 |
| CINTAS CORPORATION #451 CINTAS CORPORATION #451 | 4246330397 4246330397 | 10/21/2025 10/21/2025 | EMP. 0001 O. BAILEY EMP. 0002 A. NGUYEN | 001-03-2012 001-03-2012 | 6.10 4.51 |
| CINTAS CORPORATION #451 | 4246330397 | 10/21/2025 | EMP. 0002 A. NGOYEN EMP. 0025 T. CHAMBERLIN | 001-03-2012 | 3.89 |
| CINTAS CORPORATION #451 | 4246330397 | 10/21/2025 | EMP. 0023 1. CHAMBERLIN | 001-03-2012 | 3.89 |
| CINTAS CORPORATION #451 | 4246330397 | 10/21/2025 | 3X5 ACTIVE SCRAPER MAT | 010-30-2009 | 0.44 |
| CINTAS CORPORATION #451 | 4246330397 | 10/21/2025 | DUAL TOILET PAPER REFILL | 010-30-2009 | 9.59 |
| CINTAS CORPORATION #451 | 4246330397 | 10/21/2025 | 34X57 FENDER COVER - RED | 010-30-2009 | 7.38 |
| CINTAS CORPORATION #451 CINTAS CORPORATION #451 | 4246330397 | 10/21/2025 | HARDWIND TOWEL ROLL - WHITE | 010-30-2009 | 24.68 |
| CINTAS CORPORATION #451 | 4246330397 | 10/21/2025 | SM SHOP TOWELS - RED | 010-30-2009 | 11.01 |

Payment Dates: 10/1/2025 - 10/31/2025

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| AP Summary of Expenditures | | | | Payment Dates: 10/1 | /2025 - 10/31/2025 |
|----------------------------|----------------|------------|------------------------------------|---------------------|--------------------|
| Vendor Name | Payable Number | Post Date | Description (Item) | Account Number | Amount |
| CINTAS CORPORATION #451 | 4246330397 | 10/21/2025 | 1000 MOISTURIZING SOAP | 010-30-2009 | 0.82 |
| CINTAS CORPORATION #451 | 4246330397 | 10/21/2025 | 3X5 GRAY MAT | 010-30-2009 | 1.02 |
| CINTAS CORPORATION #451 | 4246330397 | 10/21/2025 | 3X10 GRAY MAT | 010-30-2009 | 0.69 |
| CINTAS CORPORATION #451 | 4246330397 | 10/21/2025 | SANIS SCENTED TOILET BOWL | 010-30-2009 | 0.88 |
| CINTAS CORPORATION #451 | 4246330397 | 10/21/2025 | EMP. 0007 S. RINEHART | 010-30-2016 | 7.38 |
| CINTAS CORPORATION #451 | 4246330397 | 10/21/2025 | EMP. 0017 E. SATTERFIELD | 010-30-2016 | 7.32 |
| CINTAS CORPORATION #451 | 4246330397 | 10/21/2025 | EMP. 0022 S. OVIEDO | 010-30-2016 | 6.10 |
| CINTAS CORPORATION #451 | 4246330397 | 10/21/2025 | EMP. 0016 Z. BATY | 010-30-2016 | 14.37 |
| CINTAS CORPORATION #451 | 4246330397 | 10/21/2025 | UNIFORM ADVANTAGE | 010-30-2016 | 16.97 |
| CINTAS CORPORATION #451 | 4246330397 | 10/21/2025 | EMP. 0024 B. BIBY | 010-30-2016 | 5.20 |
| CINTAS CORPORATION #451 | 4246330397 | 10/21/2025 | EMP. 0020 C. ROSE | 010-30-2016 | 3.89 |
| CINTAS CORPORATION #451 | 4246330397 | 10/21/2025 | EMP. 0005 M. LITCHFIELD | 010-30-2016 | 5.71 |
| CINTAS CORPORATION #451 | 4246330397 | 10/21/2025 | EMP. 0008 C. ASHER | 010-30-2016 | 1.39 |
| CINTAS CORPORATION #451 | 4246330397 | 10/21/2025 | EMP. 0019 M. LIPPOLDT | 010-30-2016 | 1.30 |
| CINTAS CORPORATION #451 | 4246330397 | 10/21/2025 | EMP. 0015 J. LETOURNEAU | 010-30-2016 | 2.03 |
| CINTAS CORPORATION #451 | 4246330397 | 10/21/2025 | 34X57 FENDER COVER - RED | 011-31-2009 | 7.38 |
| CINTAS CORPORATION #451 | 4246330397 | 10/21/2025 | HARDWIND TOWEL ROLL - WHITE | 011-31-2009 | 24.68 |
| CINTAS CORPORATION #451 | 4246330397 | 10/21/2025 | 3X10 GRAY MAT | 011-31-2009 | 0.69 |
| CINTAS CORPORATION #451 | 4246330397 | 10/21/2025 | 3X5 GRAY MAT | 011-31-2009 | 1.02 |
| CINTAS CORPORATION #451 | 4246330397 | 10/21/2025 | SANIS SCENTED TOILET BOWL CLIP | 011-31-2009 | 0.88 |
| CINTAS CORPORATION #451 | 4246330397 | 10/21/2025 | 3X5 ACTIVE SCRAPER MAT | 011-31-2009 | 0.44 |
| CINTAS CORPORATION #451 | 4246330397 | 10/21/2025 | 1000 MOISTURIZING SOAP | 011-31-2009 | 0.82 |
| CINTAS CORPORATION #451 | 4246330397 | 10/21/2025 | SM SHOP TOWELS - RED | 011-31-2009 | 11.00 |
| CINTAS CORPORATION #451 | 4246330397 | 10/21/2025 | DUAL TOILET PAPER REFILL | 011-31-2009 | 9.59 |
| CINTAS CORPORATION #451 | 4246330397 | 10/21/2025 | EMP. 0015 J. LETOURNEAU | 011-31-2016 | 2.03 |
| CINTAS CORPORATION #451 | 4246330397 | 10/21/2025 | EMP. 0010 N. CABALLERO | 011-31-2016 | 8.55 |
| CINTAS CORPORATION #451 | 4246330397 | 10/21/2025 | EMP. 0009 B. HALE | 011-31-2016 | 8.66 |
| CINTAS CORPORATION #451 | 4246330397 | 10/21/2025 | EMP. 0018 M. MCELROY | 011-31-2016 | 1.22 |
| CINTAS CORPORATION #451 | 4246330397 | 10/21/2025 | EMP. 0003 K. LYONS | 011-31-2016 | 6.10 |
| CINTAS CORPORATION #451 | 4246330397 | 10/21/2025 | UNIFORM ADVANTAGE | 011-31-2016 | 16.97 |
| CINTAS CORPORATION #451 | 4246330397 | 10/21/2025 | EMP. 0005 M. LITCHFIELD | 011-31-2016 | 5.71 |
| CINTAS CORPORATION #451 | 4246330397 | 10/21/2025 | EMP. 0007 S. RINEHART | 011-31-2016 | 7.38 |
| CINTAS CORPORATION #451 | 4246330397 | 10/21/2025 | EMP. 0008 C. ASHER | 011-31-2016 | 1.39 |
| CINTAS CORPORATION #451 | 4246330397 | 10/21/2025 | EMP. 0019 M. LIPPOLDT | 011-31-2016 | 1.30 |
| CINTAS CORPORATION #451 | 4246330397 | 10/21/2025 | EMP. 0024 B. BIBY | 011-31-2016 | 5.20 |
| CINTAS CORPORATION #451 | 4246330397 | 10/21/2025 | SM SHOP TOWELS - RED | 021-41-2009 | 11.00 |
| CINTAS CORPORATION #451 | 4246330397 | 10/21/2025 | DUAL TOILET PAPER REFILL | 021-41-2009 | 9.60 |
| CINTAS CORPORATION #451 | 4246330397 | 10/21/2025 | 3X5 GRAY MAT | 021-41-2009 | 1.03 |
| CINTAS CORPORATION #451 | 4246330397 | 10/21/2025 | 3X10 GRAY MAT | 021-41-2009 | 0.68 |
| CINTAS CORPORATION #451 | 4246330397 | 10/21/2025 | 34X57 FENDER COVER - RED | 021-41-2009 | 7.37 |
| CINTAS CORPORATION #451 | 4246330397 | 10/21/2025 | 1000 MOISTURIZING SOAP | 021-41-2009 | 0.82 |
| CINTAS CORPORATION #451 | 4246330397 | 10/21/2025 | SANIS SCENTED TOILET BOWL CLIP | 021-41-2009 | 0.87 |
| CINTAS CORPORATION #451 | 4246330397 | 10/21/2025 | 3X5 ACTIVE SCRAPER MAT | 021-41-2009 | 0.44 |
| CINTAS CORPORATION #451 | 4246330397 | 10/21/2025 | HARDWIND TOWEL ROLL - WHITE | 021-41-2009 | 24.70 |
| CINTAS CORPORATION #451 | 4246330397 | 10/21/2025 | UNIFORM ADVANTAGE | 021-41-2016 | 16.97 |
| CINTAS CORPORATION #451 | 4246330397 | 10/21/2025 | EMP. 0005 M. LITCHFIELD | 021-41-2016 | 5.71 |
| CINTAS CORPORATION #451 | 4246330397 | 10/21/2025 | EMP. 0007 S. RINEHART | 021-41-2016 | 7.37 |
| CINTAS CORPORATION #451 | 4246330397 | 10/21/2025 | EMP. 0024 B. BIBY | 021-41-2016 | 5.20 |
| CINTAS CORPORATION #451 | 4246330397 | 10/21/2025 | EMP. 0015 J. LETOURNEAU | 021-41-2016 | 2.04 |
| CINTAS CORPORATION #451 | 4246330397 | 10/21/2025 | EMP. 0008 C. ASHER | 021-41-2016 | 1.40 |
| CINTAS CORPORATION #451 | 4246330397 | 10/21/2025 | EMP. 0019 M. LIPPOLDT | 021-41-2016 | 1.29 |
| CINTAS CORPORATION #451 | 4246330397 | 10/21/2025 | EMP. 0018 M. MCELROY | 021-41-2016 | 1.21 |
| CINTAS CORPORATION #451 | 4246330482 | 10/21/2025 | JANITORIAL SUPPLIES - PUBLIC WORKS | | 51.41 |
| CINTAS CORPORATION #451 | 4246330482 | 10/21/2025 | JANITORIAL SUPPLIES - CITY HALL | 001-09-2009 | 110.10 |

Payment Dates: 10/1/2025 - 10/31/2025

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| AP Summary of Expenditures | | | | Payment Dates: 10/1/2025 | 5 - 10/31/2025 |
|------------------------------|----------------|------------|--|---|---------------------------|
| Vendor Name | Payable Number | Post Date | Description (Item) | Account Number | Amount |
| CINTAS CORPORATION #451 | 4246330482 | 10/21/2025 | JANITORIAL SUPPLIES - POLICE DEPT. | 001-09-2009 | 258.09 |
| CINTAS CORPORATION #451 | 4246330482 | 10/21/2025 | JANITORIAL SUPPLIES - PUBLIC WORKS | 010-30-2009 | 51.41 |
| CINTAS CORPORATION #451 | 4246330482 | 10/21/2025 | JANITORIAL SUPPLIES - PUBLIC WORKS | 011-31-2009 | 51.41 |
| CINTAS CORPORATION #451 | 4246330482 | 10/21/2025 | JANITORIAL SUPPLIES - PUBLIC WORKS | 021-41-2009 | 51.41 |
| CINTAS CORPORATION #451 | 5297752801 | 10/21/2025 | PUBLIC WORKS - FIRST AID / SUPPLIES | 001-03-2012 | 149.41 |
| CINTAS CORPORATION #451 | 5297752801 | 10/21/2025 | PUBLIC WORKS - FIRST AID / SUPPLIES | 010-30-2012 | 149.41 |
| CINTAS CORPORATION #451 | 5297752801 | 10/21/2025 | PUBLIC WORKS - FIRST AID / SUPPLIES | 011-31-2012 | 149.41 |
| CINTAS CORPORATION #451 | 5297752801 | 10/21/2025 | PUBLIC WORKS - FIRST AID / SUPPLIES | 021-41-2012 | 149.42 |
| | | | | TAS CORPORATION #451 Total: | 3,227.98 |
| Vendor: CITY0523 - CITY OF H | AYSVILLE | | | | |
| CITY OF HAYSVILLE | 10 02 2025 A | 10/02/2025 | PAYROLL DEDUCTION MED OPT 1 | 001-00-5056 | 11,987.24 |
| CITY OF HAYSVILLE | 10 02 2025 B | 10/02/2025 | PAYROLL DEDUCTION MED OPT 2 | 001-00-5056 | 4,625.20 |
| CITY OF HAYSVILLE | 10 02 2025 C | 10/02/2025 | PAYROLL DEDUCTION MED OPT 3 | 001-00-5056 | 9,937.20 |
| CITY OF HAYSVILLE | 10 02 2025 D | 10/02/2025 | PAYROLL DEDUCTION MED HDHP | 001-00-5056 | 6,721.68 |
| CITY OF HAYSVILLE | 10 17 2025 A | 10/17/2025 | PAYROLL DEDUCTION MED OPT 1 | 001-00-5056 | 11,987.24 |
| CITY OF HAYSVILLE | 10 17 2025 B | 10/17/2025 | PAYROLL DEDUCTION MED OPT 2 | 001-00-5056 | 4,625.20 |
| CITY OF HAYSVILLE | 10 17 2025 C | 10/17/2025 | PAYROLL DEDUCTION MED OPT 3 | 001-00-5056 | 9,937.20 |
| CITY OF HAYSVILLE | 10 17 2025 D | 10/17/2025 | PAYROLL DEDUCTION MED HDHP | 001-00-5056 | 6,721.68 |
| Vendor: CITY0531 - CITY OF W | /ICHITA | | Vendor CITY0 | 523 - CITY OF HAYSVILLE Total: | 66,542.64 |
| CITY OF WICHITA | 25001432 | 10/07/2025 | CHILDCARE LICS PRAIRIE ELEMENTARY S.A.P. | 030-50-2094 | 247.50 |
| | | | | /0531 - CITY OF WICHITA Total: | 247.50 |
| Vendor: CIVI2200 - CIVICSOUI | RCE.COM | | | | |
| CIVICSOURCE.COM | 10 23 2025 ACH | 10/23/2025 | SDG COUNTY AUCTION: 7106 S. BROADWAY | 036-56-3028 | 60,100.00 |
| CIVICSOURCE.COM | 10 24 2025 ACH | 10/24/2025 | SDG COUNTY AUCTION: 7106 S. BROADWAY (FEE) | 036-56-3028 | 36.00 |
| | | | Vendor CIVI2 | 200 - CIVICSOURCE.COM Total: | 60,136.00 |
| Vendor: CLEA1912 - CLEAR CR | EEK GOLF CAR | | | | |
| CLEAR CREEK GOLF CAR | 10 14 2025 | 10/14/2025 | GOLF CAR / UTILITY VEHICLE RENTAL | 058-50-2009 | 4,420.00 |
| CLEAR CREEK GOLF CAR | 10 14 2025 | 10/14/2025 | DELIVERY CHARGE Vendor CLEA1912 | 058-50-2009 - CLEAR CREEK GOLF CAR Total: | 150.00 4,570.00 |
| Vendor: CM3,0555 - CM3, INC | <u>.</u> | | | | |
| CM3, INC. | SD17128 | 10/07/2025 | MATERIALS: PRESSURE REGULATOR - CHOLRINE ANALYZERS | 011-31-2006 | 1,120.07 |
| CM3, INC. | SD17128 | 10/07/2025 | S/C 08/12/2025 WATER PLANT - CHLORINE ANALYZERS | 011-31-2006 | 510.57 |
| CM3, INC. | SD17128 | 10/07/2025 | MATERIALS: UNION/NIPPLE 2EA - CHLORINE ANALYZERS | 011-31-2006 | 30.18 |
| | | | | or CM3,0555 - CM3, INC. Total: | 1,660.82 |

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| AP Summary of Expenditures | | | | Payment Dates: 10/1/2025 | - 10/31/2025 |
|---|--------------------------|------------|---|---|------------------------|
| Vendor Name | Payable Number | Post Date | Description (Item) | Account Number | Amount |
| Vendor: COLO0570 - COLONIA COLONIAL LIFE & ACCIDENT I. | | 10/17/2025 | PAYROLL DEDUCTION COLONIAL | 001-00-2058 | 383.00 |
| | | | | NIAL LIFE & ACCIDENT INS Total: | 383.00 |
| Vendor: COOP0613 - COOPER | R LAW OFFICES LLC | | | | |
| COOPER LAW OFFICES LLC | 09 25 2025 STMNT. | 10/07/2025 | CASE #24-4759 - J. ALVAREZ | 001-06-2037 | 75.00 |
| COOPER LAW OFFICES LLC | 09 25 2025 STMNT. | 10/07/2025 | CASE #25-5997 - T. JESTER Vendor COOP0613 - 0 | 001-06-2037 COOPER LAW OFFICES LLC Total: | 75.00 150.00 |
| Vendor: CORE0620 - CORE & | MAIN | | | | |
| CORE & MAIN | X379172 | 10/07/2025 | 6X1/16 FLANGE RUBBER PIPE GASKET 6 EA. (SEWER) | 010-30-2009 | 18.90 |
| CORE & MAIN | X379172 | 10/07/2025 | 4X1/8 FLANGE ACC RUBBER GASKET 2EA. (WATER) | 011-31-2009 | 58.38 |
| CORE & MAIN | X590628 | 10/07/2025 | 1" X 300' PE TUBING 250PSI 900FT. (WATER) | 011-31-2009 | 927.00 |
| CORE & MAIN | X665772 | 10/07/2025 | 2" OMNI STRAINER COVER GASKET 2EA. (WATER) | 011-31-2009 | 10.86 |
| CORE & MAIN | X822944 | 10/07/2025 | 6' 2W TRIPLE METER CABLES 50EA. (WATER) | 011-31-2009 | 1,261.50 |
| CORE & MAIN | X240173 | 10/21/2025 | J288 3/4" JONES LOCKING DEVICE 25EA. | 011-31-2009 | 968.00 |
| CORE & MAIN | X850930 | 10/21/2025 | 12" A320-010 HYDRANT EXT. KIT 1EA. | 011-31-2009 | 742.23 |
| CORE & MAIN | X855035 | 10/21/2025 | A2000PVC SEWER PIPE, 8FT STICK 96EA. | 011-31-2009 | 1,061.76 |
| | | | Vendor (| CORE0620 - CORE & MAIN Total: | 5,048.63 |
| Vendor: COXC0636 - COX BU | SINESS | | | | |
| COX BUSINESS | OCT 2025 - CITY/PD/COURT | 10/07/2025 | CITY/PD/COURT - MONTHLY CABLE/DATA SVCS. | 001-01-2002 | 442.23 |
| COX BUSINESS | OCT 2025 - CITY/PD/COURT | 10/07/2025 | CITY/PD/COURT - MONTHLY CABLE/DATA SVCS. | 001-02-2002 | 1,344.36 |
| COX BUSINESS | OCT 2025 - CITY/PD/COURT | 10/07/2025 | CITY/PD/COURT - MONTHLY CABLE/DATA SVCS. | 001-04-2002 | 45.33 |
| COX BUSINESS | OCT 2025 - CITY/PD/COURT | 10/07/2025 | CITY/PD/COURT - MONTHLY CABLE/DATA SVCS. | 001-06-2002 | 110.56 |
| COX BUSINESS | OCT 2025 - CITY/PD/COURT | 10/07/2025 | CITY/PD/COURT - MONTHLY CABLE/DATA SVCS. | 001-18-2002 | 178.00 |
| COX BUSINESS | OCT 2025 - CITY/PD/COURT | 10/07/2025 | CITY/PD/COURT - MONTHLY CABLE/DATA SVCS. | 001-21-2002 | 45.33 |
| COX BUSINESS | OCT 2025 - CITY/PD/COURT | 10/07/2025 | CITY/PD/COURT - MONTHLY CABLE/DATA SVCS. | 001-22-2002 | 45.33 |
| COX BUSINESS | OCT 2025 - PW | 10/07/2025 | PW - MONTHLY CABLE/DATA SVCS. | 001-03-2002 | 29.12 |
| COX BUSINESS | OCT 2025 - PW | 10/07/2025 | PW - MONTHLY CABLE/DATA SVCS. | 001-20-2002 | 29.12 |
| COX BUSINESS | OCT 2025 - PW | 10/07/2025 | PW - MONTHLY CABLE/DATA SVCS. | 010-30-2002 | 29.11 |
| COX BUSINESS | OCT 2025 - PW | 10/07/2025 | PW - MONTHLY CABLE/DATA SVCS. | 011-31-2002 | 29.12 |
| COX BUSINESS | OCT 2025 - PW | 10/07/2025 | PW - MONTHLY CABLE/DATA SVCS. | 021-41-2002 | 29.12 |
| COX BUSINESS | OCT 2025 - PW WWTP | 10/07/2025 | PW - MONTHLY CABLE/DATA SVCS. | 001-03-2002 | 1.30 |
| COX BUSINESS | OCT 2025 - PW WWTP | 10/07/2025 | PW - MONTHLY CABLE/DATA SVCS. | 001-20-2002 | 1.30 |
| COX BUSINESS | OCT 2025 - PW WWTP | 10/07/2025 | PW - MONTHLY CABLE/DATA SVCS. | 010-30-2002 | 1.32 |
| COX BUSINESS | OCT 2025 - PW WWTP | 10/07/2025 | PW - MONTHLY CABLE/DATA SVCS. | 011-31-2002 | 1.30 |
| COX BUSINESS | OCT 2025 - PW WWTP | 10/07/2025 | PW - MONTHLY CABLE/DATA SVCS. | 021-41-2002 | 1.30 |
| COX BUSINESS | OCT 2025 - SR CNTR | 10/07/2025 | SR. CNTR MONTHLY CABLE | 001-12-2003 | 299.98 |

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DATA SVCS.

| AP Summary of Expenditures | | | | Payment Dates: 10/1/2025 | - 10/31/2025 |
|---|-------------------------|------------|--|---------------------------------|--------------|
| Vendor Name | Payable Number | Post Date | Description (Item) | Account Number | Amount |
| COX BUSINESS | OCT 2025 - HAC | 10/21/2025 | HAC - MONTHLY DATA SVC. | 030-50-2002 | 144.26 |
| COX BUSINESS | OCT 2025 - HAC | 10/21/2025 | HAC - MONTHLY CABLE SVC. | 030-50-2003 | 81.72 |
| | | | Vendor C | OXC0636 - COX BUSINESS Total: | 2,889.21 |
| Vendor: CRAF1409 - CRAFTSN | IEN INDUSTRIES 23212 | 10/21/2025 | DANINED CAVED CM DDACKET | 002 66 2000 | 1 020 61 |
| CRAFTSMEN INDUSTRIES | 23212 | 10/21/2025 | BANNER SAVER SM. BRACKET SETS 5EA. | 092-66-2009 | 1,030.61 |
| | | | Vendor CRAF1409 - | CRAFTSMEN INDUSTRIES Total: | 1,030.61 |
| Vendor: DALL2166 - DALLAS B | ASKERVILLE | | | | |
| DALLAS BASKERVILLE | 10 07 2025 A | 10/07/2025 | REFEREE SOCCER 2 HRS. | 030-50-1250 | 30.00 |
| DALLAS BASKERVILLE | 10 07 2025 B | 10/07/2025 | 09/27/2025 REFEREE SOCCER 3 HRS. 10/04/2025 | 030-50-1250 | 45.00 |
| DALLAS BASKERVILLE | 10 21 2025 A | 10/21/2025 | REFEREE SOCCER 2 HRS. 10/11/2025 | 030-50-1250 | 30.00 |
| | | | | 66 - DALLAS BASKERVILLE Total: | 105.00 |
| Vendor: DANI1013 - DANIELLE | GABOR | | | | |
| DANIELLE GABOR | OCT 2025 | 10/01/2025 | CELL PHONE REIMBURSEMEN | T 092-66-3001 | 35.00 |
| | | | Vendor DAI | NI1013 - DANIELLE GABOR Total: | 35.00 |
| Vendor: DAVE2021 - DAVE BC | WMAN, PH.D. | | | | |
| DAVE BOWMAN, PH.D. | 10 08 2025 STMNT. | 10/21/2025 | PRE-EMPLOYMENT | 001-02-2012 | 225.00 |
| | | | EVALUATION - A. RAKES Vendor DAVF2021 | L - DAVE BOWMAN, PH.D. Total: | 225.00 |
| | CORE ALITO CROLIR | | VCHOOL DAVEZOZ. | DAVE BOWNAIN, THIS. TOTAL. | 223.00 |
| Vendor: DAVI0715 - DAVIS-MODAVIS-MOORE AUTO GROUP | 799845 | 10/07/2025 | S/C 08/26/2025 - PATROL CAR | . 001-02-2035 | 335.80 |
| DAVIS MICORE ACTO GROOT | 755045 | | #07-22 | | |
| DAVIS-MOORE AUTO GROUP | 799845 | 10/07/2025 | MISC. SHOP SUPPLIES - PATRO CAR #07-22 | DL 001-02-2035 — | 31.82 |
| | | | Vendor DAVI0715 - DAV | VIS-MOORE AUTO GROUP Total: | 367.62 |
| Vendor: DELT0736 - DELTA DE | NTAL OF KANSAS | | | | |
| DELTA DENTAL OF KANSAS | 594031 | 10/01/2025 | DELTA DENTAL - PAYROLL DEDUCTION | 001-00-2050 | 20,404.63 |
| | | | Vendor DELT0736 - D | PELTA DENTAL OF KANSAS Total: | 20,404.63 |
| Vendor: DRAI0813 - DRAIN KI | NG | | | | |
| DRAIN KING | 250905 | 10/21/2025 | S/C 09/04/2025 POLICE DEPT. LOCKER ROOM RR'S | 001-09-2025 | 223.00 |
| DRAIN KING | 250956 | 10/21/2025 | S/C 09/18 & 09/29/2025 RIGG PARK WOMEN'S RR | SS 036-56-3011 | 228.00 |
| | | | | or DRAI0813 - DRAIN KING Total: | 451.00 |
| Vendor: EGRA0831 - E GRAF-> | (| | | | |
| E GRAF-X | 32396 | 10/07/2025 | PAINT COLORS, PRIMER, & THINNER (HAC GYM) | 037-57-2012 | 3,700.00 |
| E GRAF-X | 32396 | 10/07/2025 | VINYL FLOOR GRAPHIC - VOLLEYBALL 2EA. (HAC GYM) | 037-57-2012 | 1,100.00 |
| E GRAF-X | 32396 | 10/07/2025 | VINYL FLOOR GRAPHIC - BASKETBALL 2EA. (HAC GYM) | 037-57-2012 | 1,520.00 |
| E GRAF-X | 32396 | 10/07/2025 | VINYL FLOOR GRAPHIC - PICKLEBALL 6EA. (HAC GYM) | 037-57-2012 | 2,700.00 |
| | | | | dor EGRA0831 - E GRAF-X Total: | 9,020.00 |
| Vendor: EMCI0869 - EMC INSI | JRANCE COMPANIES | | | | |
| EMC INSURANCE COMPANIES | 7002584631 | 10/21/2025 | INSURANCE PREMIUM - SPCL FUNDS | 001-10-2020 | 8,814.60 |
| EMC INSURANCE COMPANIES | 7002584631 | 10/21/2025 | NSURANCE PREMIUM - INSTALLMENT CHARGE | 001-10-2020 | 5.00 |
| EMC INSURANCE COMPANIES | 7002584631 | 10/21/2025 | INSURANCE PREMIUM - SR. CNTR. | 001-12-2020 | 308.39 |
| EMC INSURANCE COMPANIES | 7002584631 | 10/21/2025 | INSURANCE PREMIUM - SEWE DEPT. | R 010-30-2020 | 4,233.32 |
| EMC INSURANCE COMPANIES | 7002584631 | 10/21/2025 | INSURANCE PREMIUM - WATER DEPT. | 011-31-2020 | 2,514.67 |

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| AP Summary of Expenditures | | | | Payment Dates: 10/1/2025 | 5 - 10/31/2025 |
|----------------------------|----------------|------------|---|-------------------------------|----------------|
| Vendor Name | Payable Number | Post Date | Description (Item) | Account Number | Amount |
| EMC INSURANCE COMPANIES | 7002584631 | 10/21/2025 | INSURANCE PREMIUM - | 021-41-2020 | 2,011.89 |
| EMC INSURANCE COMPANIES | 7002584631 | 10/21/2025 | STREET DEPT. INSURANCE PREMIUM - SPCL | 027-47-2020 | 5,409.55 |
| EMC INSURANCE COMPANIES | 7002584631 | 10/21/2025 | LIABILITY CVRG. INSURANCE PREMIUM - RECREATION DEPT. | 030-50-2020 | 633.33 |
| | | | | INSURANCE COMPANIES Total: | 23,930.75 |
| Vendor: ENTE0882 - ENTERPR | ISE FM TRUST | | | | |
| ENTERPRISE FM TRUST | 632855-100325 | 10/07/2025 | VEH. 27JM78 LEASE - PATROL CAR #08-23 (PD) | 024-44-2080 | 922.67 |
| ENTERPRISE FM TRUST | 632855-100325 | 10/07/2025 | VEH. 27JM6Q LEASE - PATROL CAR #03-23 (PD) | 024-44-2080 | 925.09 |
| ENTERPRISE FM TRUST | 632855-100325 | 10/07/2025 | VEH. 27JMDQ LEASE - TRK #39 (WATER DEPT.) | 081-66-3001 | 1,182.17 |
| ENTERPRISE FM TRUST | 632855-100325 | 10/07/2025 | VEH. 27JMDV LEASE - TRK #21 (PARK DEPT.) | 081-66-3001 | 1,162.66 |
| ENTERPRISE FM TRUST | 632855-100325 | 10/07/2025 | VEH. 28PWPD LEASE - TRK #111 (PW DUMP TRK) | 081-66-3001 | 123.49 |
| ENTERPRISE FM TRUST | 632855-100325 | 10/07/2025 | VEH. 282B8D LEASE - TRK #01 (PW DIRECTOR) | 081-66-3001 | 1,052.37 |
| | | | | ENTERPRISE FM TRUST Total: | 5,368.45 |
| Vendor: EULA1050 - EULA MC | KINLEY | | | | |
| EULA MCKINLEY | OCT 2025 | 10/01/2025 | CELL PHONE REIMBURSEMENT | 001-12-2003 | 35.00 |
| | | | Vendor EUI | LA1050 - EULA MCKINLEY Total: | 35.00 |
| Vendor: EVER0904 - EVERGY | | | | | |
| EVERGY | SEPT 2025 | 10/01/2025 | ACCT. 3309929818 - 403 S. JANE (ANIMAL CNTRL) | 001-02-2013 | 76.00 |
| EVERGY | SEPT 2025 | 10/01/2025 | ACCT. 3316912332 - 354 PARK (TIMBERLANE SHLTR) | 001-03-2003 | 38.68 |
| EVERGY | SEPT 2025 | 10/01/2025 | ACCT. 7129262547 - 608 CHATTA (KIRBY PARK) | 001-03-2003 | 196.93 |
| EVERGY | SEPT 2025 | 10/01/2025 | ACCT. 0217152773 - 706 SARAH LN. (RIGGS PARK RR) | 001-03-2003 | 54.15 |
| EVERGY | SEPT 2025 | 10/01/2025 | ACCT. 3948196248 - 950 | 001-03-2003 | 41.41 |
| EVERGY | SEPT 2025 | 10/01/2025 | FREEMAN (WHISLER PARK) ACCT. 3878024307 - 2330 COUNTRY LKS (CNTRY LKS PK) | 001-03-2003 | 40.42 |
| EVERGY | SEPT 2025 | 10/01/2025 | ACCT. 8496264823 - 6545 | 001-03-2003 | 34.86 |
| EVERGY | SEPT 2025 | 10/01/2025 | MABEL (P/C PARK) ACCT. 0903609843 - 400 W. | 001-03-2003 | 452.63 |
| EVERGY | SEPT 2025 | 10/01/2025 | 79TH ST (DORNER PARK-B) ACCT. 6012408441 - 400 W. | 001-03-2003 | 87.33 |
| EVERGY | SEPT 2025 | 10/01/2025 | 79TH ST. (DORNER-A) ACCT. 8414219424 - 1200 E. | 001-03-2003 | 29.77 |
| EVERGY | SEPT 2025 | 10/01/2025 | DIRCK (ORCHARD ACRES) ACCT. 8604638840 - 706 | 001-03-2003 | 114.03 |
| EVERGY | SEPT 2025 | 10/01/2025 | SARAH LN (RIGGS PARK) ACCT. 2232633084 - 362 MOY | 001-03-2003 | 49.53 |
| EVERGY | SEPT 2025 | 10/01/2025 | (PEARTREE PARK) ACCT. 3323064332 - 700 | 001-03-2003 | 90.75 |
| EVERGY | SEPT 2025 | 10/01/2025 | SARAH LN. (RIGGS STAGE) ACCT. 3746970641 - 1327 W. | 001-03-2003 | 99.75 |
| EVERGY | SEPT 2025 | 10/01/2025 | HANNAH (TMBRLANE POND) ACCT. 5833997608 - 706 | 001-03-2003 | 36.39 |
| EVERGY | SEPT 2025 | 10/01/2025 | SARAH LN. (RIGGS PARK) ACCT. 7825645624 - 1101 | 001-08-2003 | 52.93 |
| EVERGY | SEPT 2025 | 10/01/2025 | TIMBERLANE (BIKE PATH) ACCT. 9774332007 - 356 PARK | 001-08-2003 | 57.10 |
| EVERGY | SEPT 2025 | 10/01/2025 | DR. (BIKE PATH) ACCT. 0068549324 - STREET | 001-08-2003 | 7,430.84 |
| EVERGY | SEPT 2025 | 10/01/2025 | LIGHTS (CITY) ACCT. 1260297980 - 6650 S. | 001-08-2003 | 55.08 |
| | | | MERIDIAN (ANTIQUE) | | |

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| AP S | Summary | / of | Expend | itures |
|------|---------|------|--------|--------|
|------|---------|------|--------|--------|

| Vendor Name | Payable Number | Post Date | Description (Item) | Account Number | Amount |
|-------------|----------------|------------|--|----------------|----------|
| EVERGY | SEPT 2025 | 10/01/2025 | ACCT. 2627184607 - 413 S. JANE (BIKE PATH) | 001-08-2003 | 140.05 |
| EVERGY | SEPT 2025 | 10/01/2025 | ACCT. 4597200027 - 109 N. DELOS (BIKE PATH) | 001-08-2003 | 91.85 |
| EVERGY | SEPT 2025 | 10/01/2025 | ACCT. 3714835885 - 7665 S. MERIDIAN (ANTIQUE) | 001-08-2003 | 53.56 |
| EVERGY | SEPT 2025 | 10/01/2025 | ACCT. 1512076766 - 504 HEMPHILL (BIKE PATH) | 001-08-2003 | 102.21 |
| EVERGY | SEPT 2025 | 10/01/2025 | ACCT. 1180533681 - 324 PEACH CIRCLE (BIKE PATH) | 001-08-2003 | 88.67 |
| EVERGY | SEPT 2025 | 10/01/2025 | ACCT. 0373111427 - 302 W. GRAND (BIKE PATH) | 001-08-2003 | 63.30 |
| EVERGY | SEPT 2025 | 10/01/2025 | ACCT. 3331523331 - 102 TURKLE (SIREN) | 001-09-2003 | 0.71 |
| EVERGY | SEPT 2025 | 10/01/2025 | ACCT. 2704313228 - 130 W. GRAND (PD/COURT) | 001-09-2003 | 1,331.86 |
| EVERGY | SEPT 2025 | 10/01/2025 | ACCT. 3301378533 - 200 W. GRAND (CITY HALL) | 001-09-2003 | 296.60 |
| EVERGY | SEPT 2025 | 10/01/2025 | ACCT. 3301409293 - 200 W. GRAND (PD CARPORT) | 001-09-2003 | 37.65 |
| EVERGY | SEPT 2025 | 10/01/2025 | ACCT. 8370808681 - 130 E. 2ND ST. (COMM. BLDG.) | 001-09-2003 | 219.19 |
| EVERGY | SEPT 2025 | 10/01/2025 | ACCT. 7257876884 - 209 HAYS (WIRE HOUSE) | 001-09-2003 | 64.34 |
| EVERGY | SEPT 2025 | 10/01/2025 | ACCT. 2079369209 - 7228 S. BROADWAY (SIREN) | 001-09-2003 | 0.69 |
| EVERGY | SEPT 2025 | 10/01/2025 | ACCT. 2490700084 - 140 N. MAIN (VICKER'S) | 001-09-2003 | 70.08 |
| EVERGY | SEPT 2025 | 10/01/2025 | ACCT. 3101322742 - 200 S. MAIN (BLACKSMITH SHOP) | 001-09-2003 | 92.35 |
| EVERGY | SEPT 2025 | 10/01/2025 | ACCT. 4744686382 - 160 E. KARLA (SR. CNTR.) | 001-12-2003 | 876.49 |
| EVERGY | SEPT 2025 | 10/01/2025 | ACCT. 8897913841 - 904 GROVER (LIFT STATION) | 010-30-2003 | 89.33 |
| EVERGY | SEPT 2025 | 10/01/2025 | ACCT. 3313621012 - 140 MARLEN (LIFT STATION) | 010-30-2003 | 168.62 |
| EVERGY | SEPT 2025 | 10/01/2025 | ACCT. 3309960579 - 427 S. JANE (PUBLIC WORKS) | 010-30-2003 | 220.50 |
| EVERGY | SEPT 2025 | 10/01/2025 | ACCT. 3301378533 - 200 W. GRAND (CITY HALL) | 010-30-2003 | 296.51 |
| EVERGY | SEPT 2025 | 10/01/2025 | ACCT. 3313590254 - 702 S. MAIN (LIFT STATION) | 010-30-2003 | 412.09 |
| EVERGY | SEPT 2025 | 10/01/2025 | ACCT. 5254492302 - 1249 S. WARD PKWY (LIFT STAT) | 010-30-2003 | 497.70 |
| EVERGY | SEPT 2025 | 10/01/2025 | ACCT. 0776795629 - 551 S. DELOS (OLD SEWER PLANT) | 010-30-2003 | 1,155.35 |
| EVERGY | SEPT 2025 | 10/01/2025 | ACCT. 7903172642 - 428 S. JANE (WWTP) | 010-30-2003 | 9,636.59 |
| EVERGY | SEPT 2025 | 10/01/2025 | ACCT. 3298394816 - 2369 E. EMMETT (LIFT STATION) | 010-30-2003 | 52.61 |
| EVERGY | SEPT 2025 | 10/01/2025 | ACCT. 3470853389 - 600 CHATTA (LIFT STATION) | 010-30-2003 | 161.07 |
| EVERGY | SEPT 2025 | 10/01/2025 | ACCT. 1453270722 - 208 PIRNER (LIFT STATION) | 010-30-2003 | 30.37 |
| EVERGY | SEPT 2025 | 10/01/2025 | ACCT. 5462092875 - 412 E. 4TH ST. (WTR STG BLDG) | 1 011-31-2003 | 61.43 |
| EVERGY | SEPT 2025 | 10/01/2025 | ACCT. 3341950975 - 400 E. 4TH (PUMP STATION) | 1 011-31-2003 | 3,942.09 |
| EVERGY | SEPT 2025 | 10/01/2025 | ACCT. 3301378533 - 200 W. GRAND (CITY HALL) | 011-31-2003 | 296.51 |
| EVERGY | SEPT 2025 | 10/01/2025 | ACCT. 3309960579 - 427 S. JANE (PUBLIC WORKS) | 011-31-2003 | 220.44 |
| EVERGY | SEPT 2025 | 10/01/2025 | ACCT. 3304362251 - 1915 W. GRAND (WATER TOWER) | 011-31-2003 | 51.74 |

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| AP Summary of Expenditures | | | | Payment Dates: 10/1/2025 | i - 10/31/2025 |
|-------------------------------|-----------------------------------|--------------------------|---|---|-------------------------|
| Vendor Name | Payable Number | Post Date | Description (Item) | Account Number | Amount |
| EVERGY | SEPT 2025 | 10/01/2025 | ACCT. 8398485640 - 527 SARAH LN. (MUN. POOL) | 012-32-2003 | 1,325.41 |
| EVERGY | SEPT 2025 | 10/01/2025 | ACCT. 3323218134 - SCHOOL SIGNALS (CITY) | 021-41-2003 | 67.24 |
| EVERGY | SEPT 2025 | 10/01/2025 | ACCT. 1436937808 - 1600 W. GRAND (STR SIGNAL) | 021-41-2003 | 129.78 |
| EVERGY | SEPT 2025 | 10/01/2025 | ACCT. 4383028826 - 902 W. GRAND (CROSSWALK) | 021-41-2003 | 33.43 |
| EVERGY | SEPT 2025 | 10/01/2025 | ACCT. 3231109642 - 209 S. MAIN (CROSSWALK) | 021-41-2003 | 186.84 |
| EVERGY | SEPT 2025 | 10/01/2025 | ACCT. 6883862366 - 1010 W. GRAND (STR SIGNAL) | 021-41-2003 | 35.44 |
| EVERGY | SEPT 2025 | 10/01/2025 | ACCT. 5382206596 - 521 E. GRAND (CROSSWALK) | 021-41-2003 | 35.48 |
| EVERGY | SEPT 2025 | 10/01/2025 | ACCT. 4124389666 - 257 N. MAIN (STR. SIGNAL) | 021-41-2003 | 88.45 |
| EVERGY | SEPT 2025 | 10/01/2025 | ACCT. 2550346384 - 102 N. MAIN (STR SIGNAL) | 021-41-2003 | 494.45 |
| EVERGY | SEPT 2025 | 10/01/2025 | ACCT. 3295103493 - 7201 S. BROADWAY (STR SIGNAL) | 021-41-2003 | 88.73 |
| EVERGY | SEPT 2025 | 10/01/2025 | ACCT. 3309960579 - 427 S. JANE (PUBLIC WORKS) | 021-41-2003 | 220.44 |
| EVERGY | SEPT 2025 | 10/01/2025 | ACCT. 2955167783 - 523 SARAH LN. (HAC) | 030-50-2003 | 2,883.22 |
| EVERGY | SEPT 2025 | 10/01/2025 | ACCT. 8743920263 - 665 W. 63RD ST. (P/C SPORTS) | 030-50-3065 — | 231.75 |
| | | | Ve | endor EVER0904 - EVERGY Total: | 35,681.79 |
| Vendor: EVID0906 - EVIDENT, | INC. | | | | |
| EVIDENT, INC. | 253814A | 10/07/2025 | 500 PK. SM PAPER EVIDENCE BAGS 1EA. (PD) | 001-02-2047 | 213.11 |
| EVIDENT, INC. | 253814A | 10/07/2025 | 100 PK. 6"X8" 4MIL. RESEALABLE BAGS 2EA. (PD) | 001-02-2047 | 38.00 |
| EVIDENT, INC. | 253814A | 10/07/2025 | 100 PK. 3.5" X 6" VICTIM EVIDENCE LABELS 3EA. (PD) | 001-02-2047 | 45.00 |
| EVIDENT, INC. | 253814A | 10/07/2025 | 1,000 PK. 4"X6" 4MIL. RESEALABLE BAGS 1EA. (PD) | 001-02-2047 | 133.00 |
| | | | Vendor | EVID0906 - EVIDENT, INC. Total: | 429.11 |
| Vendor: FIDE2175 - FIDELITY S | | | | | |
| FIDELITY SECURITY LIFE INSUR | | 10/01/2025 | EYE MED - PAYROLL DEDUCTION | 001-00-2062 | 771.35 |
| FIDELITY SECURITY LIFE INSUR | | 10/01/2025 | EYE MED - PAYROLL DEDUCTION | 001-00-2062 | 719.90 |
| FIDELITY SECURITY LIFE INSUR | 166990657 | 10/01/2025 | EYE MED - PAYROLL DEDUCTION | 001-00-2062 — — — — — — — — — — — — — — — — — — — | 745.80 |
| Vandam Dau Bassas - Fins - : | AULINA LIPE INICUIDANICE CONCERNI | | /endor FIDE2175 - FIDELITY SECU | KITT LIFE INSUKANCE CO. TOTAL: | 2,237.05 |
| | NUM LIFE INSURANCE COMPAN | | DAVDOLL DEDUCTION LINUA | 001 00 2000 | 260.04 |
| FIRST UNUM LIFE INSURANCE. | 10 17 2025 | 10/17/2025 Ven | PAYROLL DEDUCTION UNUM dor UNUM2882 - FIRST UNUM LII | _ | 269.04 269.04 |
| Vendor: FRAN0625 - FRANCIS | | | | | |
| FRANCISCO S.CORTEZ III | OCT 2025 | 10/01/2025 | CELL PHONE REIMBURSEMENT | _ | 35.00 |
| Vendor: GALL1019 - GALLS LLG | 2 | | Vendor FRAN0625 | - FRANCISCO S.CORTEZ III Total: | 35.00 |
| GALLS LLC | 032692087 | 10/07/2025 | TLR-1 HL GUN MOUNT LIGHT 2EA. (GIBBONS/RONIGER) | 001-02-2016 | 302.76 |
| GALLS LLC | 032786130 | 10/21/2025 | 5.11 STRYKE PANT 1EA. (ALTIER) | 001-02-2016 | 82.40 |
| GALLS LLC | 032786153 | 10/21/2025 | 1" CLOTH STRIPING NAMESTRIP 1EA. (NOWAK) | 001-02-2016 | 9.89 |
| GALLS LLC | 032786153 | 10/21/2025 | 1" CLOTH STRIPING NAMESTRIP 1EA. (CAMARENA | 001-02-2016) | 9.89 |

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| AP Summary of Expenditure | es | | | Payment Dates: 10/1/2025 | - 10/31/2025 |
|--|-------------------------|------------|---|---|------------------------------|
| Vendor Name | Payable Number | Post Date | Description (Item) | Account Number | Amount |
| GALLS LLC | 032825623 | 10/21/2025 | 5.11 STRYKE PANT WITH FLEX- TAC 1EA. (CAMARENA) | 001-02-2016 | 82.40 |
| | | | | lor GALL1019 - GALLS LLC Total: | 487.34 |
| Vendor: GILM1043 - GILMOI GILMORE & BELL PC | RE & BELL PC 8058304 | 10/21/2025 | SERIES A 2025 GOB PROFESSIONAL SERVICES | 072-66-3001 | 26,000.00 |
| | | | Vendor GILM10 | 043 - GILMORE & BELL PC Total: | 26,000.00 |
| Vendor: GRAI1068 - GRAING | GER | | | | |
| GRAINGER | 9651562184 | 10/07/2025 | MOBILUX EP GREASE CARTRIDGE 2EA. (SEWER) | 010-30-2009 | 9.72 |
| GRAINGER | 9654441667 | 10/07/2025 | 1/2" DOUBLE END THREADED 10" ROD 8EA. (SEWER) | 010-30-2006 | 80.16 |
| GRAINGER | 9661773110 | 10/07/2025 | GAGE SIGHT PLUG - TRK #43 AIR COMPRESSOR (SEWER) | 010-30-2006 | 26.35 |
| | | | | or GRAI1068 - GRAINGER Total: | 116.23 |
| Vendor: GRIF1614 - GRIFFIN | MORTENSEN | | | | |
| GRIFFIN MORTENSEN | 10 07 2025 A | 10/07/2025 | REFEREE SOCCER 2 HRS. 10/04/2025 | 030-50-1250 | 32.00 |
| GRIFFIN MORTENSEN | 10 21 2025 A | 10/21/2025 | REFEREE SOCCER 3 HRS. 10/11/2025 | 030-50-1250 | 48.00 |
| | | | | 4 - GRIFFIN MORTENSEN Total: | 80.00 |
| Vendor: HACH1109 - HACH (| COMPANY | | | | |
| HACH COMPANY | 14674727 | 10/07/2025 | CL17SC ASSY., SANDPIPE INSTALL KIT 2EA. (WATER) | 011-31-2009 | 7,212.75 |
| HACH COMPANY | 14679590 | 10/07/2025 | SC4500 CONTROLLER/SENSOR 1EA. (WATER) | 011-31-2009 | 2,768.00 |
| HACH COMPANY | 14693079 | 10/21/2025 | 510NM COLORIMETER ASSEMBLY 1EA. (WATER) | 011-31-2009 | 675.98 |
| HACH COMPANY | 14696858 | 10/21/2025 | RGT SET, TNT AMVER 2EA. (SEWER) | 010-30-2008 | 394.00 |
| HACH COMPANY | 14696858 | 10/21/2025 | RGT SET, TNT NITRVERT, 50 TESTS 2EA. (SEWER) | 010-30-2008 | 298.00 |
| HACH COMPANY | 14696858 | 10/21/2025 | TNT KIT, TOTAL PHOSPHATE HI 2EA. (SEWER) | R 010-30-2008 | 398.10 |
| | | | Vendor HAC | H1109 - HACH COMPANY Total: | 11,746.83 |
| Vendor: HAMP1124 - HAMP | EL OIL | | | | |
| HAMPEL OIL | 92041802 | 10/07/2025 | DIESEL FUEL 300 GAL. | 010-30-2010 | 825.00 |
| HAMPEL OIL | 92041802 | 10/07/2025 | UNLEADED FUEL 1400 GAL. | 010-30-2010 | 3,122.00 |
| HAMPEL OIL | 92044523 | 10/21/2025 | 37 GAL DIESEL FUEL - PD GENERATOR | 001-02-2006 | 106.33 |
| HAMPEL OIL | 92044523 | 10/21/2025 | 26 GAL DIESEL FUEL - CITY BLDG GENERATOR | 001-09-2006 | 74.72 |
| HAMPEL OIL | 92044523 | 10/21/2025 | 491 GAL DIESEL FUEL - SEWER DEPT. GENERATOR | 010-30-2006 | 1,411.09 |
| HAMPEL OIL | 92044523 | 10/21/2025 | FUEL FEES | 010-30-2006 | 11.24 |
| HAMPEL OIL | 92044523 | 10/21/2025 | 144 GAL DIESEL FUEL - WATER DEPT. GENERATOR | 011-31-2006 | 413.84 |
| HAMPEL OIL | 92050304 | 10/21/2025 | DIESEL FUEL 450 GAL. | 010-30-2010 | 1,251.01 |
| HAMPEL OIL | 92050304 | 10/21/2025 | UNLEADED FUEL 1500 GAL. Vendor I | 010-30-2010 HAMP1124 - HAMPEL OIL Total: | 3,330.00 10,545.23 |
| Vendor: HAYS1160 - HAYSVI | HE COMMUNITY HERARY | | | | |
| HAYSVILLE COMMUNITY LIB | | 10/01/2025 | LIBRARY - AD-VALOREM TAX DISTR. | 025-45-2012 | 8,627.71 |
| HAYSVILLE COMMUNITY LIBI | R 10 01 2025 | 10/01/2025 | LIBRARY - MOTOR VEHICLE | 025-45-2012 | 19,975.43 |
| HAYSVILLE COMMUNITY LIBI | | 10/01/2025 | LIBRARY - COMM. VEHICLE TAX | | 48.50 |
| HAYSVILLE COMMUNITY LIBI | | 10/01/2025 | LIBRARY - WATERCRAFT TAX | 025-45-2012 | 61.82 |
| HAYSVILLE COMMUNITY LIBI | | 10/01/2025 | LIBRARY - REC. VEHICLE | 025-45-2012 | 354.17 |
| HAYSVILLE COMMUNITY LIBI | | 10/01/2025 | LIBRARY - BACK TAX | 025-45-2012 | 2,910.14 |
| | 10 01 2023 | 10,01,2023 | | LE COMMUNITY LIBRARY Total: | 31,977.77 |
| | | | | | • |

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| AP Summary of Expenditures | | | | Payment Dates: 10/1/2025 - | 10/31/2025 |
|--|-----------------------------|------------|--|--------------------------------|------------|
| Vendor Name | Payable Number | Post Date | Description (Item) | Account Number | Amount |
| Vendor: HAYS1177 - HAYSVIL | • | | . , , | | |
| HAYSVILLE RENTAL CENTER | 120085 | 10/21/2025 | RENTAL: 20' TRAILER 09/30/2025 (WTR STRG BLD) | 011-31-2080 | 40.00 |
| HAYSVILLE RENTAL CENTER | 120085 | 10/21/2025 | RENTAL: JD 35G EXCAVATOR 09/30/2025 (WTR STRG BLD) | 011-31-2080 | 245.00 |
| | | | Vendor HAYS1177 - H | AYSVILLE RENTAL CENTER Total: | 285.00 |
| Vendor: HAYS1187 - HAYSVIL | LE TRUE VALUE | | | | |
| HAYSVILLE TRUE VALUE | STMNT. 09/30/2025 | 10/07/2025 | STMNT. 09/30/2025 - MONTHLY HARDWARE SUPPLIES | 001-03-2009 | 150.83 |
| HAYSVILLE TRUE VALUE | STMNT. 09/30/2025 | 10/07/2025 | STMNT. 09/30/2025 - MONTHLY HARDWARE SUPPLIES | 001-09-2009 | 61.22 |
| HAYSVILLE TRUE VALUE | STMNT. 09/30/2025 | 10/07/2025 | STMNT. 09/30/2025 - MONTHLY HARDWARE | 010-30-2006 | 219.46 |
| HAYSVILLE TRUE VALUE | STMNT. 09/30/2025 | 10/07/2025 | SUPPLIES STMNT. 09/30/2025 - MONTHLY HARDWARE | 010-30-2009 | 51.91 |
| HAYSVILLE TRUE VALUE | STMNT. 09/30/2025 | 10/07/2025 | SUPPLIES STMNT. 09/30/2025 - MONTHLY HARDWARE | 010-30-2012 | 85.71 |
| HAYSVILLE TRUE VALUE | STMNT. 09/30/2025 | 10/07/2025 | SUPPLIES STMNT. 09/30/2025 - MONTHLY HARDWARE | 011-31-2009 | 3.54 |
| HAYSVILLE TRUE VALUE | STMNT. 09/30/2025 | 10/07/2025 | SUPPLIES STMNT. 09/30/2025 - MONTHLY HARDWARE SUPPLIES | 021-41-2006 | 83.88 |
| HAYSVILLE TRUE VALUE | STMNT. 09/30/2025 | 10/07/2025 | STMNT. 09/30/2025 - MONTHLY HARDWARE | 021-41-2009 | 39.77 |
| HAYSVILLE TRUE VALUE | STMNT. 09/30/2025 | 10/07/2025 | SUPPLIES STMNT. 09/30/2025 - MONTHLY HARDWARE SUPPLIES | 036-56-3011 | 14.27 |
| HAYSVILLE TRUE VALUE | STMNT. 09/30/2025 | 10/07/2025 | STMNT. 09/30/2025 - MONTHLY HARDWARE SUPPLIES | 036-56-3036 | 62.92 |
| | | | | - HAYSVILLE TRUE VALUE Total: | 773.51 |
| Vendor: HDSU1194 - HD SUPF | PLY FACILITIES MAINTENANCE, | LTD. | | | |
| HD SUPPLY FACILITIES MAINT. | - | 10/21/2025 | 1000 PK. DISPOSABLE FOAM CUP 1EA. (PW) | 001-03-2009 | 28.42 |
| HD SUPPLY FACILITIES MAINT. | 9241491424 | 10/21/2025 | 96 PK. 2-PLY TOILET PAPER 2EA. (PARK) | 001-03-2009 | 145.40 |
| HD SUPPLY FACILITIES MAINT. | 9241491424 | 10/21/2025 | 1000 PK. DISPOSABLE FOAM CUP 1EA. (PW) | 010-30-2009 | 28.44 |
| HD SUPPLY FACILITIES MAINT. | 9241491424 | 10/21/2025 | 1000 PK. DISPOSABLE FOAM CUP 1EA. (PW) | 011-31-2009 | 28.44 |
| HD SUPPLY FACILITIES MAINT. | 9241491424 | 10/21/2025 | 1000 PK. DISPOSABLE FOAM CUP 1EA. (PW) | 021-41-2009 | 28.44 |
| | | Vendo | or HDSU1194 - HD SUPPLY FACILI | TIES MAINTENANCE, LTD. Total: | 259.14 |
| Vendor: HEAL1905 - HEALING | SOLUTIONS PHYSICAL THERAP | Υ | | | |
| HEALING SOLUTIONS PHYSICA | INV-10006 | 10/07/2025 | PHYSICAL THERAPY SVCS. JULY - SEPT 2025 | (001-12-2012 | 150.00 |
| | | Ve | ndor HEAL1905 - HEALING SOLUT | FIONS PHYSICAL THERAPY Total: | 150.00 |
| Vendor: HRDI1280 - HRDIREC HRDIRECT | T INV18101007 | 10/07/2025 | POSTER GUARD 1 YR RENEWA | L 001-10-2077 | 97.95 |
| HRDIRECT | INV18101008 | 10/07/2025 | - UR1200F POSTER GUARD 1 YR RENEWA - UR1200F | L 001-10-2077 | 97.95 |
| | | | | dor HRDI1280 - HRDIRECT Total: | 195.90 |
| Vendor: HSAA1200 - HSA AAF | ON KIRCHERT | | | | |
| HSA AARON KIRCHERT | 10 02 2025 | 10/02/2025 | HSA A/C: AARON KIRCHERT | 001-00-2061 | 100.00 |

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| AP Summary of Expenditures | s | | | Payment Dates: 10/1/2025 | - 10/31/2025 |
|------------------------------|----------------|------------|--|----------------------------------|--------------|
| Vendor Name | Payable Number | Post Date | Description (Item) | Account Number | Amount |
| HSA AARON KIRCHERT | 10 17 2025 | 10/17/2025 | HSA A/C: AARON KIRCHERT | 001-00-2061 | 100.00 |
| | | | Vendor HSAA120 | 0 - HSA AARON KIRCHERT Total: | 200.00 |
| Vendor: HSAA1940 - HSA AN | IGELA RIEDL | | | | |
| HSA ANGELA RIEDL | 10 02 2025 | 10/02/2025 | HSA A/C: ANGELA RIEDL | 001-00-2061 | 50.00 |
| HSA ANGELA RIEDL | 10 17 2025 | 10/17/2025 | HSA A/C: ANGELA RIEDL | 001-00-2061 | 50.00 |
| | | | Vendor HSAA | 1940 - HSA ANGELA RIEDL Total: | 100.00 |
| Vendor: HSAD1961 - HSA DA | NIELLE GABOR | | | | |
| HSA DANIELLE GABOR | 10 02 2025 | 10/02/2025 | HSA A/C: DANIELLE GABOR | 001-00-2061 | 75.00 |
| HSA DANIELLE GABOR | 10 17 2025 | 10/17/2025 | HSA A/C: DANIELLE GABOR | 001-00-2061 | 75.00 |
| | | | Vendor HSAD196 | 1 - HSA DANIELLE GABOR Total: | 150.00 |
| Vendor: HSAR1282 - HSA RO | | | | | |
| HSA ROBERT ARNESON | 10 02 2025 | 10/02/2025 | HSA A/C: ROBERT ARNESON | 001-00-2061 | 150.00 |
| HSA ROBERT ARNESON | 10 17 2025 | 10/17/2025 | HSA A/C: ROBERT ARNESON | 001-00-2061 | 150.00 |
| | | | Vendor HSAR1282 | 2 - HSA ROBERT ARNESON Total: | 300.00 |
| Vendor: HSAS1201 - HSA SAI | MUEL ARNOLD | | | | |
| HSA SAMUEL ARNOLD | 10 02 2025 | 10/02/2025 | HSA A/C: SAMUEL ARNOLD | 001-00-2061 | 320.00 |
| HSA SAMUEL ARNOLD | 10 17 2025 | 10/17/2025 | HSA A/C: SAMUEL ARNOLD | 001-00-2061 | 320.00 |
| | | | Vendor HSAS120 | 1 - HSA SAMUEL ARNOLD Total: | 640.00 |
| Vendor: HSAS1284 - HSA SEA | AN RINEHART | | | | |
| HSA SEAN RINEHART | 10 02 2025 | 10/02/2025 | HSA A/C: SEAN RINEHART | 001-00-2061 | 30.00 |
| HSA SEAN RINEHART | 10 17 2025 | 10/17/2025 | HSA A/C: SEAN RINEHART | 001-00-2061 | 30.00 |
| | | | Vendor HSAS12 | 284 - HSA SEAN RINEHART Total: | 60.00 |
| Vendor: HSAW1283 - HSA W | ILLIAM BLACK | | | | |
| HSA WILLIAM BLACK | 10 02 2025 | 10/02/2025 | HSA A/C: WILLIAM BLACK | 001-00-2061 | 358.33 |
| HSA WILLIAM BLACK | 10 17 2025 | 10/17/2025 | HSA A/C: WILLIAM BLACK | 001-00-2061 | 358.33 |
| | | | Vendor HSAW12 | 283 - HSA WILLIAM BLACK Total: | 716.66 |
| Vendor: HUNT1708 - HUNTE | R SIMONS | | | | |
| HUNTER SIMONS | 10 07 2025 A | 10/07/2025 | REFEREE SOCCER 2 HRS. 10/04/2025 | 030-50-1250 | 34.00 |
| | | | Vendor HUN | IT1708 - HUNTER SIMONS Total: | 34.00 |
| Vendor: HYDR1309 - HYDRO | DRAMATICS | | | | |
| HYDRO DRAMATICS | P02607 | 10/07/2025 | SS INSTERT ADPT/BASE & NPT TOP 3EA. (FOUNTAIN) | 036-56-3011 | 338.55 |
| | | | Vendor HYDR1 | 309 - HYDRO DRAMATICS Total: | 338.55 |
| Vendor: ICOU2072 - ICOUNT | • | | | | |
| ICOUNTY TECHNOLOGIES, LLC | C. 10 16 2025 | 10/16/2025 | E-RECORDING: SW SS INTERCEPTOR EASEMENT 10/15/2025 | 010-30-2040 | 710.00 |
| | | | | INTY TECHNOLOGIES, LLC. Total: | 710.00 |
| Vendor: ILYS1630 - ILYSIA DY | /CK | | | | |
| ILYSIA DYCK | 10 07 2025 A | 10/07/2025 | REFEREE SOCCER 2 HRS. 09/27/2025 | 030-50-1250 | 32.00 |
| | | | | or ILYS1630 - ILYSIA DYCK Total: | 32.00 |

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|---------------------------|-----------------------------|---------------|---|---------------------------------|----------------|
| Vendor Name | Payable Number | Post Date | Description (Item) | Account Number | Amount |
| Vendor: INTE1369 - INNOV | ATIVE INTERLINGUAL SOLUTION | IS, LLC. | | | |
| INNOVATIVE INTERLINGUA | L S 1628 | 10/07/2025 | INTERPRETATION SVCS. 08/05/2025 - CASE #2025/2101 | 001-06-2012 | 67.78 |
| | | | Vendor INTE1369 - INNOVATIVE INTERL | INGUAL SOLUTIONS, LLC. Total: | 67.78 |
| Vendor: INTR1381 - INTRU | ST BANK | | | | |
| INTRUST BANK | 09 30 2025 FED (3RD QTR A | D 09/30/2025 | FED DEPOSIT - PAYROLL DATE 07/11/2025 OVRPYMNT. | 001-00-2010 | -634.15 |
| INTRUST BANK | 09 30 2025 FED (3RD QTR A | D 09/30/2025 | FED DEPOSIT - PAYROLL DATE 09/05/2025 OVRPYMNT. | 001-00-2010 | -44.47 |
| INTRUST BANK | 09 30 2025 FED (3RD QTR A | D 09/30/2025 | FED DEPOSIT - PAYROLL DATE 08/22/2025 OVRPYMNT. | 001-00-2010 | -15.02 |
| INTRUST BANK | 09 30 2025 FICA (3RD QTR A | AD 09/30/2025 | FICA DEPOSIT - PAYROLL DATE 08/22/2025 UNDERPYMNT. | 001-00-2020 | 0.30 |
| INTRUST BANK | 09 30 2025 FICA (3RD QTR A | AD 09/30/2025 | FICA DEPOSIT - PAYROLL DATE 09/05/2025 OVRPYMNT. | 001-00-2020 | -133.44 |
| INTRUST BANK | 09 30 2025 FICA (3RD QTR A | AD 09/30/2025 | FICA DEPOSIT - PAYROLL DATE 07/11/2025 OVRPYMNT. | 001-00-2020 | -803.50 |
| INTRUST BANK | 10 03 2025 FED | 10/03/2025 | FED DEPOSIT | 001-00-2010 | 14,511.85 |
| INTRUST BANK | 10 03 2025 FICA | 10/03/2025 | FICA DEPOSIT | 001-00-2020 | 32,900.48 |
| INTRUST BANK | 10 17 2025 FED | 10/17/2025 | FED DEPOSIT | 001-00-2010 | 14,882.23 |
| INTRUST BANK | 10 17 2025 FICA | 10/17/2025 | FICA DEPOSIT | 001-00-2020 | 33,796.56 |
| INTRUST BANK | 10 31 2025 FED | 10/31/2025 | FED DEPOSIT | 001-00-2010 | 19,536.80 |
| INTRUST BANK | 10 31 2025 FICA | 10/31/2025 | FICA DEPOSIT | 001-00-2020 | 38,771.86 |
| | | | | NTR1381 - INTRUST BANK Total: | 152,769.50 |
| Vendor: INVE1385 - INVES | TIGATIONS LLC | | | | |
| INVESTIGATIONS, LLC. | 7341 | 10/07/2025 | PRE-EMPLOYMENT | 001-02-2012 | 100.00 |
| | 70.1 | 10/0//2020 | POLYGRAPH - A. RAKES | _ | |
| | | | Vendor INVE138 | 5 - INVESTIGATIONS, LLC. Total: | 100.00 |
| Vendor: ISAB1137 - ISABEL | LA HFIDEN | | | | |
| ISABELLA HEIDEN | 10 07 2025 A | 10/07/2025 | REFEREE SOCCER 1 HR. 09/27/2025 | 030-50-1250 | 20.00 |
| | | | | B1137 - ISABELLA HEIDEN Total: | 20.00 |
| Vendor: JACO1433 - JACOE | BERENS | | | | |
| JACOB BERENS | 10 07 2025 A | 10/07/2025 | REFEREE SOCCER 3 HRS. 09/27/2025 | 030-50-1250 | 54.00 |
| JACOB BERENS | 10 21 2025 A | 10/21/2025 | REFEREE SOCCER 3 HRS. 10/11/2025 | 030-50-1250 | 54.00 |
| | | | Vendor JA | ACO1433 - JACOB BERENS Total: | 108.00 |
| Vendor: JADE1806 - JADEN | SMITH | | | | |
| JADEN SMITH | 10 07 2025 A | 10/07/2025 | REFEREE SOCCER 1 HR. 09/27/2025 | 030-50-1250 | 20.00 |
| JADEN SMITH | 10 07 2025 B | 10/07/2025 | REFEREE SOCCER 1 HR. 10/04/2025 | 030-50-1250 | 20.00 |
| JADEN SMITH | 10 21 2025 A | 10/21/2025 | REFEREE SOCCER 2 HRS. 10/11/2025 | 030-50-1250 | 40.00 |
| | | | Vendor | JADE1806 - JADEN SMITH Total: | 80.00 |
| Vendor: JAMO2133 - JA'M | OUR ALLISON | | | | |
| JA'MOUR ALLISON | 10 03 2025 A | 10/03/2025 | FITNESS INSTRUCTOR 5.25 | 030-50-1250 | 131.25 |

10/03/2025

10/03/2025

10/03/2025

10/07/2025

JA'MOUR ALLISON

JA'MOUR ALLISON

JA'MOUR ALLISON

JAXSON NOWELL

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Vendor: JAXS1971 - JAXSON NOWELL

10 03 2025 A

10 03 2025 A

10 03 2025 A

10 07 2025 A

HRS. 10/02/2025

HRS. 09/30/2025

HRS. 09/23/2025

HRS. 09/25/2025

09/27/2025

FITNESS INSTRUCTOR 5.25

FITNESS INSTRUCTOR 5.25

FITNESS INSTRUCTOR 5.50

REFEREE SOCCER 2 HRS.

030-50-1250

030-50-1250

030-50-1250

Vendor JAMO2133 - JA'MOUR ALLISON Total:

030-50-1250

131.25

131.25

137.50

531.25

40.00

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| AP Summary of Expenditures | S | | | Payment Dates: 10/1/2025 | - 10/31/2025 |
|------------------------------|----------------------|------------|---|----------------------------------|--------------|
| Vendor Name | Payable Number | Post Date | Description (Item) | Account Number | Amount |
| JAXSON NOWELL | 10 07 2025 B | 10/07/2025 | REFEREE SOCCER 2 HRS. 10/04/2025 | 030-50-1250 | 40.00 |
| | | | Vendor JA | XS1971 - JAXSON NOWELL Total: | 80.00 |
| Vendor: JAXT1897 - JAXTON | REECE | | | | |
| JAXTON REECE | 10 07 2025 A | 10/07/2025 | REFEREE SOCCER 2 HRS. 09/27/2025 | 030-50-1250 | 40.00 |
| JAXTON REECE | 10 07 2025 B | 10/07/2025 | REFEREE SOCCER 2 HRS. 10/04/2025 | 030-50-1250 | 40.00 |
| JAXTON REECE | 10 21 2025 A | 10/21/2025 | REFEREE SOCCER 2 HRS. 10/11/2025 | 030-50-1250 | 40.00 |
| | | | Vendor. | JAXT1897 - JAXTON REECE Total: | 120.00 |
| Vendor: JAYD1768 - JAYDEN | WORKMAN | | | | |
| JAYDEN WORKMAN | 03 25 2025 A | 03/25/2025 | REFEREE SOCCER 2 HRS. 03/15/2025 | 030-50-1250 | 32.00 |
| JAYDEN WORKMAN | 04 08 2025 A | 04/08/2025 | REFEREE SOCCER 2 HRS. 03/29/2025 | 030-50-1250 | 32.00 |
| JAYDEN WORKMAN | 04 22 2025 A | 04/22/2025 | REFEREE SOCCER 3 HRS. 04/12/2025 | 030-50-1250 | 48.00 |
| JAYDEN WORKMAN | 05 06 2025 A | 05/06/2025 | REFEREE SOCCER 2 HRS. 04/26/2025 | 030-50-1250 | 32.00 |
| JAYDEN WORKMAN | 06 03 2025 A | 06/03/2025 | REFEREE SOFTBALL 2 HRS. 05/28/2025 | 030-50-1250 | 40.00 |
| | | | | L768 - JAYDEN WORKMAN Total: | 184.00 |
| Vendor: JENN1402 - JENNIFE | D IVCKZUN | | | | |
| JENNIFER JACKSON | 10 07 2025 A | 10/07/2025 | FITNESS INSTRUCTOR 1.15 HR 08/26/2025 | S 030-50-1250 | 19.55 |
| JENNIFER JACKSON | 10 07 2025 A | 10/07/2025 | FITNESS INSTRUCTOR 1.15 HR 08/19/2025 | S 030-50-1250 | 19.55 |
| JENNIFER JACKSON | 10 07 2025 A | 10/07/2025 | FITNESS INSTRUCTOR 1.15 HR 08/05/2025 | S 030-50-1250 | 19.55 |
| JENNIFER JACKSON | 10 07 2025 A | 10/07/2025 | FITNESS INSTRUCTOR 1.15 HR 09/16/2025 | S 030-50-1250 | 19.55 |
| JENNIFER JACKSON | 10 07 2025 A | 10/07/2025 | FITNESS INSTRUCTOR 1.15 HR 09/30/2025 | S 030-50-1250 | 19.55 |
| JENNIFER JACKSON | 10 07 2025 A | 10/07/2025 | FITNESS INSTRUCTOR 1.15 HR 09/09/2025 | S 030-50-1250 | 19.55 |
| JENNIFER JACKSON | 10 07 2025 A | 10/07/2025 | FITNESS INSTRUCTOR 1.15 HR 09/02/2025 | S 030-50-1250 | 19.55 |
| | | | Vendor JENN | 1402 - JENNIFER JACKSON Total: | 136.85 |
| Vendor: JENN2597 - JENNIFE | R M. SOHM | | | | |
| JENNIFER M. SOHM | OCT 2025 | 10/01/2025 | CELL PHONE REIMBURSEMEN | T 030-50-2002 | 35.00 |
| | | | Vendor JENN | 2597 - JENNIFER M. SOHM Total: | 35.00 |
| Vendor: JILL2956 - JILL WARI |) | | | | |
| JILL WARD | OCT 2025 | 10/01/2025 | CELL PHONE REIMBURSEMEN | T 030-50-2002 | 35.00 |
| | | | Ve | ndor JILL2956 - JILL WARD Total: | 35.00 |
| Vendor: BRIC1388 - JIM BEEE | RF | | | | |
| JIM BEEBE | 10 07 2025 FINAL BAL | 10/07/2025 | 2025 FALL FEST - SOUND/LIGHTING SVC 50% | 058-50-3073 | 1,750.00 |
| | | | BALANCE | | 4 770 00 |
| Vendor: JOHN1431 - JOHN D | EERE FINANCIAL | | Ver | dor BRIC1388 - JIM BEEBE Total: | 1,750.00 |
| JOHN DEERE FINANCIAL | 1001888128 | 10/21/2025 | FILLER CAP 1EA JD 6140M TRACTOR MOWER (STREET) | 021-41-2006 | 7.95 |
| JOHN DEERE FINANCIAL | 1001888128 | 10/21/2025 | HEADLINER 1EA JD 6140M TRACTOR MOWER (STREET) | 021-41-2006 | 444.41 |
| JOHN DEERE FINANCIAL | 1001888128 | 10/21/2025 | KEY 6EA JD 320E SKID STEEF (STREET) | R 021-41-2006 | 34.08 |
| | | | , , | - JOHN DEERE FINANCIAL Total: | 486.44 |

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| AP Summary of Expenditures | | | | Payment Dates: 10/1/202 | 5 - 10/31/2025 |
|-------------------------------|----------------------------|--------------|---|-------------------------------|----------------|
| Vendor Name | Payable Number | Post Date | Description (Item) | Account Number | Amount |
| Vendor: JOJA1440 - JOJAC'S LA | ANDSCAPE & MOWING INC. | | | | |
| JOJAC'S LANDSCAPE & MOWI | . 116068 | 10/07/2025 | ABATEMENT: 276 S. VAN ARSDALE 09/23/2025 | 001-28-2012 | 450.00 |
| JOJAC'S LANDSCAPE & MOWI | . 116352 | 10/07/2025 | ABATEMENT: 330 S. SUNNYSIDE 10/01/2025 | 001-28-2012 | 350.00 |
| JOJAC'S LANDSCAPE & MOWI | . 113207 | 10/21/2025 | ABATEMENT: 6507 S. A ST. 06/18/2025 | 001-28-2012 | 275.00 |
| JOJAC'S LANDSCAPE & MOWI | . 116500 | 10/21/2025 | ABATEMENT: 1309 LORING 10/07/2025 | 001-28-2012 | 300.00 |
| JOJAC'S LANDSCAPE & MOWI | . 116584 | 10/21/2025 | ABATEMENT: 232 DWIGHT 10/14/2025 | 001-28-2012 | 275.00 |
| JOJAC'S LANDSCAPE & MOWI | . 116685 | 10/21/2025 | ABATEMENT: 440 N. LINDEN LN. 10/17/2025 | 001-28-2012 | 250.00 |
| | | | Vendor JOJA1440 - JOJAC'S LANI | DSCAPE & MOWING INC. Total: | 1,900.00 |
| Vendor: KAIL1881 - KAILYN HC | OGAN | | | | |
| KAILYN HOGAN | OCT 2025 | 10/01/2025 | CELL PHONE REIMBURSEMENT | 001-04-2002 | 35.00 |
| | | | Vendor KA | AIL1881 - KAILYN HOGAN Total: | 35.00 |
| Vendor: KANS1601 - KANSAS [| DEPARTMENT OF REVENUE | | | | |
| KANSAS DEPARTMENT OF RE | 09 30 2025 KS WITHHOLD (3R | . 09/30/2025 | KS WITHHOLD TAX - PAYROLL DATE 07/11/2025 OVRPYMNT | 001-00-2030 | -289.80 |
| KANSAS DEPARTMENT OF RE | 09 30 2025 KS WITHHOLD (3R | . 09/30/2025 | KS WITHHOLD TAX - PAYROLL DATE 09/05/2025 OVRPYMNT | 001-00-2030 | -38.14 |
| KANSAS DEPARTMENT OF RE | 09 30 2025 KS WITHHOLD (3R | . 09/30/2025 | KS WITHHOLD TAX - PAYROLL DATE 08/22/2025 UNDER PD | 001-00-2030 | 0.10 |
| KANSAS DEPARTMENT OF RE | 10 03 2025 KS WITHHOLD | 10/03/2025 | KANSAS WITHHOLDING TAX | 001-00-2030 | 9,757.26 |
| KANSAS DEPARTMENT OF RE | 10 17 2025 KS WITHHOLD | 10/17/2025 | KANSAS WITHHOLDING TAX | 001-00-2030 | 9,951.39 |
| KANSAS DEPARTMENT OF RE | 10 31 2025 KS WITHHOLD | 10/31/2025 | KANSAS WITHHOLDING TAX | 001-00-2030 | 11,826.93 |
| | | | Vendor KANS1601 - KANSAS DE | PARTMENT OF REVENUE Total: | 31,207.74 |
| Vendor: KANS1498 - KANSAS I | DEPT OF REVENUE | | | | |
| KANSAS DEPT OF REVENUE | JULY - AUG - SEPT 2025 | 10/16/2025 | WATER PROTECTION FEE | 011-31-2021 | 2,928.86 |
| KANSAS DEPT OF REVENUE | JULY - AUG - SEPT 2025 | 10/16/2025 | CLEAN DRINKING WATER FEE | 011-31-2023 | 2,745.81 |
| | | | Vendor KANS1498 - KA | NSAS DEPT OF REVENUE Total: | 5,674.67 |
| Vendor: KANS1499 - KANSAS [| OFPT OF REVENUE | | | | |
| KANSAS DEPT OF REVENUE | SEPT 2025 | 10/02/2025 | WATER SALES TAX - SEPT 2025 | 011-31-2022 | 1,072.92 |
| KANSAS DEPT OF REVENUE | 3RD QTR 2025 - SALES TAX | 10/14/2025 | SR. CNTR. SALES TAX - 3RD QTR | | 243.10 |
| KANSAS DEPT OF REVENUE | 3RD QTR 2025 - SALES TAX | 10/14/2025 | 2025 POOL CONCESSION TAX - 3RD | | 1,540.09 |
| | | | QTR 2025 | | • |
| KANSAS DEPT OF REVENUE | 3RD QTR 2025 - SALES TAX | 10/14/2025 | HAC CONCESSION TAX - 3RD QTR 2025 | 030-50-2031 | 120.30 |
| KANSAS DEPT OF REVENUE | 3RD QTR 2025 - SALES TAX | 10/14/2025 | HOMETOWN MRKT. SALES TAX - 3RD QTR 2025 | 3 032-52-2012 | 7.48 |
| KANSAS DEPT OF REVENUE | 3RD QTR 2025 - SALES TAX | 10/14/2025 | CITY MERCHANDISE SALES TAX - 3RD QTR 2025 | 092-66-3001 | 7.06 |
| | | | Vendor KANS1499 - KA | INSAS DEPT OF REVENUE Total: | 2,990.95 |
| Vendor: KANS1615 - KANSAS (| GAS SERVICE | | | | |
| KANSAS GAS SERVICE | SEPT 2025 | 10/01/2025 | ACCT. 1568420 18 - 403 S. JANE (ANIMAL CNTRL.) | 001-02-2013 | 64.04 |
| KANSAS GAS SERVICE | SEPT 2025 | 10/01/2025 | ACCT. 1578976 27 - 200 W. GRAND (CITY/PD/COURT) | 001-09-2003 | 104.25 |
| KANSAS GAS SERVICE | SEPT 2025 | 10/01/2025 | ACCT. 1308570 45 - 130 E. 2ND (COMM. BLDG.) | 001-09-2003 | 49.06 |
| KANSAS GAS SERVICE | SEPT 2025 | 10/01/2025 | ACCT. 2003258 73 - 160 E. KARLA (SR. CNTR.) | 001-12-2003 | 125.81 |
| KANSAS GAS SERVICE | SEPT 2025 | 10/01/2025 | ACCT. 1308621 36 - 551 S. DELOS (OLD SEWER PLNT) | 010-30-2003 | 49.06 |
| KANSAS GAS SERVICE | SEPT 2025 | 10/01/2025 | ACCT. 1308619 00 - 429 S. JANE (PW SHOP) | 010-30-2003 | 34.75 |
| KANSAS GAS SERVICE | SEPT 2025 | 10/01/2025 | ACCT. 1600065 91 - 428 S. JANE (WWTP) | 010-30-2003 | 124.22 |

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| AP Summary of Expenditures | | | | Payment Dates: 10/1/202 | 5 - 10/31/2025 |
|----------------------------|---------------------|------------|--|-------------------------------------|----------------|
| Vendor Name | Payable Number | Post Date | Description (Item) | Account Number | Amount |
| KANSAS GAS SERVICE | SEPT 2025 | 10/01/2025 | ACCT. 1654247 00 - 417 S. | 010-30-2003 | 16.36 |
| KANSAS GAS SERVICE | SEPT 2025 | 10/01/2025 | JANE (PW STORAGE) ACCT. 1654252 00 - 401 S.JANE | E 010-30-2003 | 19.03 |
| KANSAS GAS SERVICE | SEPT 2025 | 10/01/2025 | (PW OFFICE) ACCT. 1308619 00 - 429 S. | 011-31-2003 | 34.75 |
| KANSAS GAS SERVICE | SEPT 2025 | 10/01/2025 | JANE (PW SHOP) ACCT. 1654252 00 - 401 S.JANE | E 011-31-2003 | 19.02 |
| KANSAS GAS SERVICE | SEPT 2025 | 10/01/2025 | (PW OFFICE) ACCT. 2059216 64 - 412 E. 4TH | 011-31-2003 | 49.06 |
| KANSAS GAS SERVICE | SEPT 2025 | 10/01/2025 | ST. (WATER STORAGE) ACCT. 1654247 00 - 417 S. | 011-31-2003 | 16.35 |
| KANSAS GAS SERVICE | SEPT 2025 | 10/01/2025 | JANE (PW STORAGE) ACCT. 1654252 00 - 401 S.JANE | E 021-41-2003 | 19.02 |
| KANSAS GAS SERVICE | SEPT 2025 | 10/01/2025 | (PW OFFICE) ACCT. 1308619 00 - 429 S. | 021-41-2003 | 34.75 |
| KANCAC CAC CEDVICE | CEDT 2025 | 10/01/2025 | JANE (PW SHOP) | 024 44 2002 | 16.25 |
| KANSAS GAS SERVICE | SEPT 2025 | 10/01/2025 | ACCT. 1654247 00 - 417 S. JANE (PW STORAGE) | 021-41-2003 | 16.35 |
| KANSAS GAS SERVICE | SEPT 2025 | 10/01/2025 | ACCT. 2032392 45 - 523 SARAF LN. (HAC) | 1 030-50-2003 | 147.28 |
| | | | | .5 - KANSAS GAS SERVICE Total: | 923.16 |
| Vendor: KANS1627 - KANSAS | ONE-CALL SYSTEM INC | | | | |
| KANSAS ONE-CALL SYSTEM IN | C 5090298 | 10/07/2025 | SEWER/WATER LOCATE FEES | 010-30-2040 | 219.45 |
| KANSAS ONE-CALL SYSTEM IN | C 5090298 | 10/07/2025 | SEWER/WATER LOCATE FEES | 011-31-2040 | 219.45 |
| KANSAS ONE-CALL SYSTEM IN | C 5090299 | 10/07/2025 | SEWER/WATER LOCATE FEES | 010-30-2040 | 457.52 |
| | | | Vendor KANS1627 - KANSA | AS ONE-CALL SYSTEM INC Total: | 896.42 |
| Vendor: KANS1629 - KANSAS | PAYMENT CENTER | | | | |
| KANSAS PAYMENT CENTER | 10 02 2025 A | 10/02/2025 | SG09DM003555 | 001-00-2057 | 213.00 |
| KANSAS PAYMENT CENTER | 10 02 2025 B | 10/02/2025 | SG15DM007951 | 001-00-2057 | 61.54 |
| KANSAS PAYMENT CENTER | 10 02 2025 C | 10/02/2025 | SG19DM005637 | 001-00-2057 | 887.54 |
| KANSAS PAYMENT CENTER | 10 02 2025 D | 10/02/2025 | SG22DM05556 | 001-00-2057 | 184.62 |
| KANSAS PAYMENT CENTER | 10 17 2025 A | 10/17/2025 | SG09DM003555 | 001-00-2057 | 213.00 |
| KANSAS PAYMENT CENTER | 10 17 2025 B | 10/17/2025 | SG15DM007951 | 001-00-2057 | 61.54 |
| KANSAS PAYMENT CENTER | 10 17 2025 C | 10/17/2025 | SG19DM005637 | 001-00-2057 | 887.54 |
| KANSAS PAYMENT CENTER | 10 17 2025 D | 10/17/2025 | SG22DM05556 | 001-00-2057 | 184.62 |
| KANSAS PAYMENT CENTER | 10 30 2025 A | 10/30/2025 | SG09DM003555 | 001-00-2057 | 213.00 |
| KANSAS PAYMENT CENTER | 10 30 2025 B | 10/30/2025 | SG15DM007951 | 001-00-2057 | 61.54 |
| KANSAS PAYMENT CENTER | 10 30 2025 C | 10/30/2025 | SG19DM005637 | 001-00-2057 | 887.54 |
| KANSAS PAYMENT CENTER | 10 30 2025 D | 10/30/2025 | SG22DM05556 | 001-00-2057 | 184.62 |
| | | | | ANSAS PAYMENT CENTER Total: | 4,040.10 |
| Vendor: KANS1480 - KANSASI | AND TIRE & SERVICE | | | | |
| KANSASLAND TIRE & SERVICE | | 10/21/2025 | P255/60R18 TIRE 4EA PATROL CAR #06-21 | 001-02-2035 | 584.00 |
| KANSASLAND TIRE & SERVICE | 125457 | 10/21/2025 | P245/55R18 TIRE 4EA PATROL CAR #05-19 | 001-02-2035 | 639.12 |
| | | | | SASLAND TIRE & SERVICE Total: | 1,223.12 |
| | | | 7 CHGO 14 1151-155 14 11 | 5/1012/11/10 TIME & SERVICE 10 tall | 1,223.12 |
| Vendor: KARY0290 - KARYN B | | 40/24/2025 | LIGATETONIA LABORE AACD | 054 66 2005 | 224 50 |
| KARYN BELL - SIMON | 10 21 2025 A | 10/21/2025 | HOMETOWN MRKT. MGR 19.5 HRS 08/30 - 10/15/2025 | 051-66-3005 | 331.50 |
| | | | Vendor KARY02 | 90 - KARYN BELL - SIMON Total: | 331.50 |
| Vendor: KAYD2182 - KAYDEN | RAMIREZ | | | | |
| KAYDEN RAMIREZ | 10 21 2025 A | 10/21/2025 | REFEREE TT SOCCER 1HR. 09/29/2025 | 030-50-1250 | 11.00 |
| KAYDEN RAMIREZ | 10 21 2025 B | 10/21/2025 | REFEREE TT NINJAS 1 HR. 10/06/2025 | 030-50-1250 | 11.00 |
| KAYDEN RAMIREZ | 10 21 2025 C | 10/21/2025 | REFEREE VOLLEYBALL 3 HRS. 10/09/2025 | 030-50-1250 | 33.00 |
| KAYDEN RAMIREZ | 10 21 2025 D | 10/21/2025 | REFEREE SOCCER 3 HRS. 10/11/2025 | 030-50-1250 | 45.00 |
| | | | | 2182 - KAYDEN RAMIREZ Total: | 100.00 |

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| AP Summary of Expenditures | Payment Dates: 10/1/2025 - 10/31/2025 |
|----------------------------|---------------------------------------|
|----------------------------|---------------------------------------|

| Ar Julilliary of Expelluitur | C 3 | | | rayment bates. 10/1/2025 | - 10/31/2023 |
|------------------------------|---------------------------|---------------|---|--------------------------------|--------------|
| Vendor Name | Payable Number | Post Date | Description (Item) | Account Number | Amount |
| Vendor: KDHE1492 - KDHE | - BUREAU OF WATER | | | | |
| KDHE - BUREAU OF WATER | | PE 10/07/2025 | WASTEWATER PERMIT KS0090921 / M-AR43-OO04 | 010-30-2008 | 370.00 |
| KDHE - BUREAU OF WATER | 2025 - 2026 WASTEWATER | PF 10/07/2025 | PROCESSING FEES | 010-30-2008 | 3.25 |
| NOTE DONE TO OF THE TER | 2020 2020 111.01211/11211 | 10, 0, , 2020 | | OHE - BUREAU OF WATER Total: | 373.25 |
| | | | 75 . | | 070.20 |
| Vendor: KEVI1898 - KEVIN I | | / | | | |
| KEVIN BORK | 10 07 2025 A | 10/07/2025 | REFEREE SOCCER 4 HRS. 09/27/2025 | 030-50-1250 | 88.00 |
| KEVIN BORK | 10 07 2025 B | 10/07/2025 | REFEREE SOCCER 4 HRS. 10/04/2025 | 030-50-1250 | 88.00 |
| KEVIN BORK | 10 21 2025 A | 10/21/2025 | REFEREE SOCCER 4 HRS. 10/11/2025 | 030-50-1250 | 88.00 |
| | | | Vendo | r KEVI1898 - KEVIN BORK Total: | 264.00 |
| Vendor: KEYI2152 - KEY IND | OUSTRIES, INC. | | | | |
| KEY INDUSTRIES, INC. | INV164377 | 10/07/2025 | SPARTAN BLENDED POCKET T- | 001-03-2012 | 3.21 |
| • | | | SHIRT XLRG 1EA. | | |
| KEY INDUSTRIES, INC. | INV164377 | 10/07/2025 | VARSITY CREEW SWEATSHIRT LRG 1EA. | 001-03-2012 | 6.82 |
| KEY INDUSTRIES, INC. | INV164377 | 10/07/2025 | GLACIER FLEECE JACKET XLRG 1EA. | 001-03-2012 | 7.09 |
| KEY INDUSTRIES, INC. | INV164377 | 10/07/2025 | VICTORY POLO XLRG 1EA. | 001-03-2012 | 6.50 |
| KEY INDUSTRIES, INC. | INV164377 | 10/07/2025 | DYNASTY QTR. ZIP JACKET | 001-03-2012 | 8.28 |
| KEY INDUSTRIES, INC. | INV164377 | 10/07/2025 | XLRG 1EA. SPARTAN HEAVYWEIGHT L/S | 001-03-2012 | 4.35 |
| KET INDOSTRIES, INC. | 1111104377 | 10/07/2023 | POCKET T-SHIRT XLRG 1EA. | 001-03-2012 | 4.55 |
| KEY INDUSTRIES, INC. | INV164377 | 10/07/2025 | ANSI CLASS 3 S/S POCKET T- | 001-03-2012 | 4.35 |
| KEY INDUSTRIES, INC. | INV164377 | 10/07/2025 | SHIRT XLRG 1EA. MILLER FRONT-ZIP HOODIE XLRG 1EA. | 001-03-2012 | 8.87 |
| KEY INDUSTRIES, INC. | INV164377 | 10/07/2025 | THERMAL LINED SWEATSHIRT XLRG 1EA. | 001-03-2012 | 10.90 |
| KEY INDUSTRIES, INC. | INV164377 | 10/07/2025 | FRONTENAC SOFT SHELL JACKET XLRG 1EA. | 001-03-2012 | 13.18 |
| KEY INDUSTRIES, INC. | INV164377 | 10/07/2025 | BOOST T-SHIRT XLRG 1EA. | 001-03-2012 | 3.86 |
| KEY INDUSTRIES, INC. | INV164377 | 10/07/2025 | LEGENDARY T-SHIRT XLRG 1EA | . 001-03-2012 | 1.06 |
| KEY INDUSTRIES, INC. | INV164377 | 10/07/2025 | MILLER FRONT-ZIP HOODIE | 010-30-2016 | 8.86 |
| • | | | XLRG 1EA. | | |
| KEY INDUSTRIES, INC. | INV164377 | 10/07/2025 | DYNASTY QTR. ZIP JACKET XLRG 1EA. | 010-30-2016 | 8.30 |
| KEY INDUSTRIES, INC. | INV164377 | 10/07/2025 | THERMAL LINED SWEATSHIRT XLRG 1EA. | 010-30-2016 | 10.89 |
| KEY INDUSTRIES, INC. | INV164377 | 10/07/2025 | GLACIER FLEECE JACKET XLRG 1EA. | 010-30-2016 | 7.08 |
| KEY INDUSTRIES, INC. | INV164377 | 10/07/2025 | FRONTENAC SOFT SHELL JACKET XLRG 1EA. | 010-30-2016 | 13.18 |
| KEY INDUSTRIES, INC. | INV164377 | 10/07/2025 | SPARTAN HEAVYWEIGHT L/S POCKET T-SHIRT XLRG 1EA. | 010-30-2016 | 4.34 |
| KEY INDUSTRIES, INC. | INV164377 | 10/07/2025 | VARSITY CREEW SWEATSHIRT LRG 1EA. | 010-30-2016 | 6.81 |
| KEY INDUSTRIES, INC. | INV164377 | 10/07/2025 | VICTORY POLO XLRG 1EA. | 010-30-2016 | 6.52 |
| KEY INDUSTRIES, INC. | INV164377 | 10/07/2025 | BOOST T-SHIRT XLRG 1EA. | 010-30-2016 | 3.86 |
| KEY INDUSTRIES, INC. | INV164377 | 10/07/2025 | ANSI CLASS 3 S/S POCKET T- SHIRT XLRG 1EA. | 010-30-2016 | 4.34 |
| KEY INDUSTRIES, INC. | INV164377 | 10/07/2025 | LEGENDARY T-SHIRT XLRG 1EA | . 010-30-2016 | 1.07 |
| KEY INDUSTRIES, INC. | INV164377 | 10/07/2025 | SPARTAN BLENDED POCKET T- | | 3.22 |
| KEY INDUSTRIES, INC. | INV164377 | 10/07/2025 | SHIRT XLRG 1EA. SPARTAN BLENDED POCKET T- | 011-31-2016 | 3.21 |
| KEY INDUSTRIES, INC. | INV164377 | 10/07/2025 | SHIRT XLRG 1EA. MILLER FRONT-ZIP HOODIE | 011-31-2016 | 8.87 |
| KEY INDUSTRIES, INC. | INV164377 | 10/07/2025 | XLRG 1EA. ANSI CLASS 3 S/S POCKET T- | 011-31-2016 | 4.35 |
| | | | SHIRT XLRG 1EA. | | |

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| AP Summar | ∕ of | Expenditures | |
|-----------|------|--------------|--|
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| Vendor Name | Payable Number | Post Date | Description (Item) | Account Number | Amount |
|----------------------|----------------|------------|--|----------------|--------|
| KEY INDUSTRIES, INC. | INV164377 | 10/07/2025 | SPARTAN HEAVYWEIGHT L/S POCKET T-SHIRT XLRG 1EA. | 011-31-2016 | 4.35 |
| KEY INDUSTRIES, INC. | INV164377 | 10/07/2025 | LEGENDARY T-SHIRT XLRG 1EA. | 011-31-2016 | 1.06 |
| KEY INDUSTRIES, INC. | INV164377 | 10/07/2025 | DYNASTY QTR. ZIP JACKET XLRG 1EA. | 011-31-2016 | 8.28 |
| KEY INDUSTRIES, INC. | INV164377 | 10/07/2025 | GLACIER FLEECE JACKET XLRG 1EA. | 011-31-2016 | 7.09 |
| KEY INDUSTRIES, INC. | INV164377 | 10/07/2025 | VICTORY POLO XLRG 1EA. | 011-31-2016 | 6.50 |
| KEY INDUSTRIES, INC. | INV164377 | 10/07/2025 | FRONTENAC SOFT SHELL JACKET XLRG 1EA. | 011-31-2016 | 13.18 |
| KEY INDUSTRIES, INC. | INV164377 | 10/07/2025 | VARSITY CREEW SWEATSHIRT LRG 1EA. | 011-31-2016 | 6.82 |
| KEY INDUSTRIES, INC. | INV164377 | 10/07/2025 | BOOST T-SHIRT XLRG 1EA. | 011-31-2016 | 3.86 |
| KEY INDUSTRIES, INC. | INV164377 | 10/07/2025 | THERMAL LINED SWEATSHIRT XLRG 1EA. | 011-31-2016 | 10.90 |
| KEY INDUSTRIES, INC. | INV164377 | 10/07/2025 | LEGENDARY T-SHIRT XLRG 1EA. | 021-41-2016 | 1.06 |
| KEY INDUSTRIES, INC. | INV164377 | 10/07/2025 | FRONTENAC SOFT SHELL JACKET XLRG 1EA. | 021-41-2016 | 13.18 |
| KEY INDUSTRIES, INC. | INV164377 | 10/07/2025 | MILLER FRONT-ZIP HOODIE XLRG 1EA. | 021-41-2016 | 8.87 |
| KEY INDUSTRIES, INC. | INV164377 | 10/07/2025 | BOOST T-SHIRT XLRG 1EA. | 021-41-2016 | 3.86 |
| KEY INDUSTRIES, INC. | INV164377 | 10/07/2025 | SPARTAN HEAVYWEIGHT L/S POCKET T-SHIRT XLRG 1EA. | 021-41-2016 | 4.35 |
| KEY INDUSTRIES, INC. | INV164377 | 10/07/2025 | DYNASTY QTR. ZIP JACKET XLRG 1EA. | 021-41-2016 | 8.28 |
| KEY INDUSTRIES, INC. | INV164377 | 10/07/2025 | ANSI CLASS 3 S/S POCKET T- SHIRT XLRG 1EA. | 021-41-2016 | 4.35 |
| KEY INDUSTRIES, INC. | INV164377 | 10/07/2025 | GLACIER FLEECE JACKET XLRG 1EA. | 021-41-2016 | 7.09 |
| KEY INDUSTRIES, INC. | INV164377 | 10/07/2025 | VICTORY POLO XLRG 1EA. | 021-41-2016 | 6.50 |
| KEY INDUSTRIES, INC. | INV164377 | 10/07/2025 | VARSITY CREEW SWEATSHIRT | 021-41-2016 | 6.82 |
| KEY INDUSTRIES, INC. | INV164377 | 10/07/2025 | LRG 1EA. THERMAL LINED SWEATSHIRT | 021-41-2016 | 10.90 |
| KEY INDUSTRIES, INC. | INV164377 | 10/07/2025 | XLRG 1EA. SPARTAN BLENDED POCKET T- SHIRT XLRG 1EA. | 021-41-2016 | 3.21 |
| KEY INDUSTRIES, INC. | INV166874 | 10/21/2025 | GLACIER FLEECE JACKET SMALL 1EA. (PARK) | 001-03-2009 | 29.16 |
| KEY INDUSTRIES, INC. | INV166874 | 10/21/2025 | FLEECE PULLOVER HOODIE SMALL 1EA. (PARK) | 001-03-2009 | 30.02 |
| KEY INDUSTRIES, INC. | INV166874 | 10/21/2025 | LEGENDARY T-SHIRT SMALL 1EA. (PARK) | 001-03-2009 | 14.15 |
| KEY INDUSTRIES, INC. | INV166874 | 10/21/2025 | MILLER FRONT-ZIP HOODIE MEDIUM 1EA. (SEWER) | 010-30-2016 | 37.19 |
| KEY INDUSTRIES, INC. | INV166874 | 10/21/2025 | VARSITY CREW SWEATSHIRT XLRG 1EA. (SEWER) | 010-30-2016 | 27.27 |
| KEY INDUSTRIES, INC. | INV166874 | 10/21/2025 | MILLER FRONT-ZIP HOODIE XLRG 1EA. (SEWER) | 010-30-2016 | 37.19 |
| KEY INDUSTRIES, INC. | INV166874 | 10/21/2025 | THERMAL LINED SWEATSHIRT XLRG 1EA. (SEWER) | 010-30-2016 | 45.41 |
| KEY INDUSTRIES, INC. | INV166874 | 10/21/2025 | SPARTAN BLENDED POCKET T- SHIRT XLRG 2EA. (SEWER) | | 25.70 |
| KEY INDUSTRIES, INC. | INV166874 | 10/21/2025 | FRONTENAC SOFT SHELL JACKET XLRG 1EA. (SEWER) | 010-30-2016 | 55.15 |
| KEY INDUSTRIES, INC. | INV166874 | 10/21/2025 | FRONTENAC SOFT SHELL JACKET LARGE 1EA. (SEWER) | 010-30-2016 | 55.15 |
| KEY INDUSTRIES, INC. | INV166874 | 10/21/2025 | WATCH CAP HAT 1EA. (STREET) | | 16.98 |
| KEY INDUSTRIES, INC. | INV166874 | 10/21/2025 | VARSITY CREW SWEATSHIRT LARGE 1EA. (STREET) | 021-41-2016 | 27.27 |
| KEY INDUSTRIES, INC. | INV166874 | 10/21/2025 | TRUCKER HAT 1EA. (STREET) | 021-41-2016 | 18.89 |
| KEY INDUSTRIES, INC. | INV166874 | 10/21/2025 | GLACIER FLEECE JACKET 2XLRG 1EA. (STREET) | 021-41-2016 | 29.16 |
| KEY INDUSTRIES, INC. | INV166874 | 10/21/2025 | TRUCKER HAT 1EA. (STREET) | 021-41-2016 | 18.89 |

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| AP Summar | ∕ of | Expenditures | |
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|-----------|------|--------------|--|

| Vendor Name | Payable Number | Post Date | Description (Item) | Account Number | Amount |
|----------------------|----------------|------------|--|----------------|--------|
| KEY INDUSTRIES, INC. | INV166874 | 10/21/2025 | BOOST TEE LARGE 2EA. (STREET) | 021-41-2016 | 30.88 |
| KEY INDUSTRIES, INC. | INV166874 | 10/21/2025 | SPARTAN HEAVYWEIGHT L/S T- SHIRT LRG. 2EA. (STREET) | 021-41-2016 | 34.78 |
| KEY INDUSTRIES, INC. | INV166874 | 10/21/2025 | WATCH CAP HAT 1EA. (STREET) | 021-41-2016 | 16.98 |
| KEY INDUSTRIES, INC. | INV166874 | 10/21/2025 | FRONTENAC SOFT SHELL JACKET LARGE 1EA. (STREET) | 021-41-2016 | 55.15 |
| KEY INDUSTRIES, INC. | INV166874 | 10/21/2025 | THERMAL LINED SWEATSHIRT 2XLRG 1EA. (STREET) | 021-41-2016 | 45.41 |
| KEY INDUSTRIES, INC. | INV166874 | 10/21/2025 | WATCH CAP HAT 1EA. (STREET) | 021-41-2016 | 16.98 |
| KEY INDUSTRIES, INC. | INV166874 | 10/21/2025 | THERMAL LINED SWEATSHIRT XLRG 1EA. (STREET) | 021-41-2016 | 45.41 |
| KEY INDUSTRIES, INC. | INV168025 | 10/21/2025 | THERMAL LINED SWEATSHIRT 3XLRG 1EA. (PW) | 001-03-2009 | 11.36 |
| KEY INDUSTRIES, INC. | INV168025 | 10/21/2025 | THERMAL LINED SWEATSHIRT LARGE 1EA. (PW) | 001-03-2009 | 11.36 |
| KEY INDUSTRIES, INC. | INV168025 | 10/21/2025 | SPARTAN POCKET T-SHIRT 3XLRG 4EA. (PW) | 001-03-2009 | 12.85 |
| KEY INDUSTRIES, INC. | INV168025 | 10/21/2025 | THERMAL LINED SWEATSHIRT LARGE 1EA. (PW) | 010-30-2016 | 11.35 |
| KEY INDUSTRIES, INC. | INV168025 | 10/21/2025 | SPARTAN POCKET T-SHIRT 3XLRG 4EA. (PW) | 010-30-2016 | 12.85 |
| KEY INDUSTRIES, INC. | INV168025 | 10/21/2025 | THERMAL LINED SWEATSHIRT 3XLRG 1EA. (PW) | 010-30-2016 | 11.35 |
| KEY INDUSTRIES, INC. | INV168025 | 10/21/2025 | THERMAL LINED SWEATSHIRT 3XLRG 1EA. (PW) | 011-31-2016 | 11.35 |
| KEY INDUSTRIES, INC. | INV168025 | 10/21/2025 | SPARTAN POCKET T-SHIRT 3XLRG 4EA. (PW) | 011-31-2016 | 12.85 |
| KEY INDUSTRIES, INC. | INV168025 | 10/21/2025 | THERMAL LINED SWEATSHIRT LARGE 1EA. (PW) | 011-31-2016 | 11.35 |
| KEY INDUSTRIES, INC. | INV168025 | 10/21/2025 | SPARTAN POCKET T-SHIRT 3XLRG 4EA. (PW) | 021-41-2016 | 12.85 |
| KEY INDUSTRIES, INC. | INV168025 | 10/21/2025 | THERMAL LINED SWEATSHIRT LARGE 1EA. (PW) | 021-41-2016 | 11.35 |
| KEY INDUSTRIES, INC. | INV168025 | 10/21/2025 | THERMAL LINED SWEATSHIRT 3XLRG 1EA. (PW) | 021-41-2016 | 11.35 |
| KEY INDUSTRIES, INC. | INV168028 | 10/21/2025 | VARSITY CREW SWEATSHIRT XLRG 1EA. (PW) | 001-03-2009 | 6.81 |
| KEY INDUSTRIES, INC. | INV168028 | 10/21/2025 | SPARTAN HVYWT. L/S POCKET T-SHIRT XLRG 1EA. (PW) | 001-03-2009 | 4.34 |
| KEY INDUSTRIES, INC. | INV168028 | 10/21/2025 | DYNASTY QTR. ZIP JACKET XLRG 1EA. (PW) | 001-03-2009 | 8.30 |
| KEY INDUSTRIES, INC. | INV168028 | 10/21/2025 | LEGENDARY T-SHIRT XLRG 1EA. (PW) | 001-03-2009 | 3.53 |
| KEY INDUSTRIES, INC. | INV168028 | 10/21/2025 | MILLER FRONT-ZIP HOODIE 2XLRG 1EA. (WW) | 010-30-2016 | 37.19 |
| KEY INDUSTRIES, INC. | INV168028 | 10/21/2025 | LEGENDARY T-SHIRT XLRG 1EA. (PW) | 010-30-2016 | 3.54 |
| KEY INDUSTRIES, INC. | INV168028 | 10/21/2025 | SPARTAN HVYWT. L/S POCKET T-SHIRT XLRG 1EA. (PW) | 010-30-2016 | 4.35 |
| KEY INDUSTRIES, INC. | INV168028 | 10/21/2025 | FRONTENAC SOFT SHELL JACKET XLRG 1EA. (WW) | 010-30-2016 | 55.15 |
| KEY INDUSTRIES, INC. | INV168028 | 10/21/2025 | VARSITY CREW SWEATSHIRT XLRG 1EA. (PW) | 010-30-2016 | 6.82 |
| KEY INDUSTRIES, INC. | INV168028 | 10/21/2025 | FRONTENAC SOFT SHELL JACKET 2XLRG 1EA. (WW) | 010-30-2016 | 55.15 |
| KEY INDUSTRIES, INC. | INV168028 | 10/21/2025 | DYNASTY QTR. ZIP JACKET XLRG 1EA. (PW) | 010-30-2016 | 8.28 |
| KEY INDUSTRIES, INC. | INV168028 | 10/21/2025 | MILLER FRONT-ZIP HOODIE XLRG 1EA. (WW) | 010-30-2016 | 37.19 |
| KEY INDUSTRIES, INC. | INV168028 | 10/21/2025 | SPARTAN HVYWT. L/S POCKET T-SHIRT XLRG 1EA. (PW) | 011-31-2016 | 4.35 |
| KEY INDUSTRIES, INC. | INV168028 | 10/21/2025 | VARSITY CREW SWEATSHIRT XLRG 1EA. (PW) | 011-31-2016 | 6.82 |

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| AP Summary of Expenditures | | | | Payment Dates: 10/1/202 | 5 - 10/31/2025 |
|-----------------------------|--------------------------------|------------|---|---------------------------------|----------------|
| Vendor Name | Payable Number | Post Date | Description (Item) | Account Number | Amount |
| KEY INDUSTRIES, INC. | INV168028 | 10/21/2025 | DYNASTY QTR. ZIP JACKET XLRG 1EA. (PW) | 011-31-2016 | 8.28 |
| KEY INDUSTRIES, INC. | INV168028 | 10/21/2025 | LEGENDARY T-SHIRT XLRG 1EA. | . 011-31-2016 | 3.54 |
| KEY INDUSTRIES, INC. | INV168028 | 10/21/2025 | LEGENDARY T-SHIRT XLRG 1EA. (PW) | . 021-41-2016 | 3.54 |
| KEY INDUSTRIES, INC. | INV168028 | 10/21/2025 | DYNASTY QTR. ZIP JACKET XLRG 1EA. (PW) | 021-41-2016 | 8.28 |
| KEY INDUSTRIES, INC. | INV168028 | 10/21/2025 | VARSITY CREW SWEATSHIRT XLRG 1EA. (PW) | 021-41-2016 | 6.82 |
| KEY INDUSTRIES, INC. | INV168028 | 10/21/2025 | SPARTAN HVYWT. L/S POCKET T-SHIRT XLRG 1EA. (PW) | 021-41-2016 | 4.35 |
| | | | Vendor KEYI215 | 2 - KEY INDUSTRIES, INC. Total: | 1,445.90 |
| Vendor: KLEA1545 - KLEAN KU | IT INC | | | | |
| KLEAN KUT INC | 41106 | 10/21/2025 | TREE REMOVAL/STUMP GRINDING 10/11/25 - WIRE HOUSE | 096-66-3023 | 3,250.00 |
| KLEAN KUT INC | 41107 | 10/21/2025 | TREE REMOVAL/STUMP GRINDING 10/11/2025 HIST. | 096-66-3023 | 1,200.00 |
| KLEAN KUT INC | 41108 | 10/21/2025 | DIST. TREE REMOVAL/STUMP GRINDING 10/11/2025 COMM. | 096-66-3023 | 1,450.00 |
| | | | BLDG. Vendor KL | EA1545 - KLEAN KUT INC Total: | 5,900.00 |
| Vendor: KONI1558 - KONICA N | MINOLTA PREMIERE | | | | |
| KONICA MINOLTA PREMIERE | 564976900 | 10/01/2025 | KONICA C3351 LEASE - SR. CNTR. | 001-12-2004 | 187.29 |
| | | | Vendor KONI1558 - KON | IICA MINOLTA PREMIERE Total: | 187.29 |
| Vendor: KPER1560 - KPERS 45 | 7 - EMPOWER RETIREMENT | | | | |
| KPERS 457 - EMPOWER RETIR | . 10 03 2025 KPERS 457 PRE-TAX | 10/03/2025 | PAYROLL DEDUCTION KPERS 457 PRE-TAX | 001-00-2051 | 1,436.50 |
| KPERS 457 - EMPOWER RETIR | . 10 03 2025 KPERS 457 ROTH | 10/03/2025 | PAYROLL DEDUCTION KPERS 457 ROTH POST-TAX | 001-00-2067 | 1,761.00 |
| KPERS 457 - EMPOWER RETIR | . 10 17 2025 KPERS 457 PRE-TAX | 10/17/2025 | PAYROLL DEDUCTION KPERS 457 PRE-TAX | 001-00-2051 | 1,436.50 |
| KPERS 457 - EMPOWER RETIR | . 10 17 2025 KPERS 457 ROTH | 10/17/2025 | PAYROLL DEDUCTION KPERS 457 ROTH POST-TAX | 001-00-2067 | 1,761.00 |
| KPERS 457 - EMPOWER RETIR | . 10 31 2025 KPERS 457 PRE-TAX | 10/31/2025 | PAYROLL DEDUCTION KPERS 457 PRE-TAX | 001-00-2051 | 1,436.50 |
| KPERS 457 - EMPOWER RETIR | . 10 31 2025 KPERS 457 ROTH | 10/31/2025 | PAYROLL DEDUCTION KPERS 457 ROTH POST-TAX | 001-00-2067 | 1,761.00 |
| | | | Vendor KPER1560 - KPERS 457 - | EMPOWER RETIREMENT Total: | 9,592.50 |
| Vendor: KPER1559 - KPERS | | / / | | | |
| KPERS | 10 03 2025 KPERS D&D | 10/03/2025 | PAYROLL DEDUCTION KPERS D&D | 001-00-2040 | 1,437.55 |
| KPERS | 10 03 2025 KPERS EE&ER | 10/03/2025 | PAYROLL DEDUCTION KPERS EE & ER | 001-00-2040 | 22,584.05 |
| KPERS | 10 03 2025 KPERS KP&F | 10/03/2025 | PAYROLL DEDUCTION KP&F EE & ER | 001-00-2040 | 20,054.59 |
| KPERS | 10 03 2025 KPERS RETIRE | 10/03/2025 | PAYROLL DEDUCTION KPERS WORK AFTER RETIREMENT | 001-00-2040 | 104.50 |
| KPERS | 10 17 2025 KPERS D&D | 10/17/2025 | PAYROLL DEDUCTION KPERS D&D | 001-00-2040 | 1,450.77 |
| KPERS | 10 17 2025 KPERS EE&ER | 10/17/2025 | PAYROLL DEDUCTION KPERS EE & ER | 001-00-2040 | 22,791.21 |
| KPERS | 10 17 2025 KPERS KP&F | 10/17/2025 | PAYROLL DEDUCTION KP&F EE & ER | 001-00-2040 | 20,167.53 |
| KPERS | 10 17 2025 KPERS RETIRE | 10/17/2025 | PAYROLL DEDUCTION KPERS WORK AFTER RETIREMENT | 001-00-2040 | 127.76 |
| KPERS | 10 31 2025 KPERS D&D | 10/31/2025 | PAYROLL DEDUCTION KPERS D&D | 001-00-2040 | 1,613.68 |
| KPERS | 10 31 2025 KPERS EE&ER | 10/31/2025 | PAYROLL DEDUCTION KPERS EE & ER | 001-00-2040 | 25,350.81 |

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| Pendor INMINE Payable Number Post Date Description (Tem) Account Number Accoun | AP Summary of Expenditures | | | | Payment Dates: 10/1/202 | 5 - 10/31/2025 |
|---|-------------------------------|-------------------------|------------|---------------------------------------|--------------------------------|----------------|
| REPER 10 31 2025 NOTES SETTINE 10/31/2025 PAYAGOL DEDUCTION NEPS DAYAGOL DEDUCTION NEPS NUMBER PAYAGOL DEDUCTION NEPS NUMBER PAYAGOL DEDUCTION NEPS NUMBER PAYAGOL DEDUCTION NEPS NUMBER NUMBER | Vendor Name | Payable Number | Post Date | Description (Item) | Account Number | Amount |
| PATRICLE 10.31 2.02 SPETS RETIRE 10/31/2025 PATRICLE POWER AFTER RETIREMENT 10.31 2.004 13.37.67 | KPERS | 10 31 2025 KPERS KP&F | 10/31/2025 | | 001-00-2040 | 22,554.75 |
| Vendor: KRIS1861 - | KPERS | 10 31 2025 KPERS RETIRE | 10/31/2025 | PAYROLL DEDUCTION KPERS | 001-00-2040 | 140.47 |
| Ministry Ministry | | | | V | endor KPER1559 - KPERS Total: | 138,377.67 |
| Vendor: KRISSI262 - KRISTI BARTON EDWARDS, I.D. 10 07 2025 | | | 40/04/2025 | CELL DUONE DEIMADURCEMENT | | 25.00 |
| Marit Damiflor Edwards, I.D. 10 07 2025 10/07/2025 | KRISTEN WICDANIEL | OCT 2025 | 10/01/2025 | | _ | |
| Vendor: KURT1363 - KURT A HOLMES, PA KURT A HOLMES, PA 10 02 2025 10/02/2025 56 24 LM 007922, 18 LM 001-00-2057 305.19 KURT A HOLMES, PA 10 17 2025 10/17/2025 56 24 LM 007922, 18 LM 001-00-2057 305.19 KURT A HOLMES, PA 10 30 2025 10/19/2025 56 24 LM 007922, 18 LM 001-00-2057 305.19 KURT A HOLMES, PA 10 30 2025 10/19/2025 56 24 LM 007922, 18 LM 001-00-2057 305.19 KURT A HOLMES, PA 10 30 2025 10/19/2025 56 24 LM 007922, 18 LM 001-00-2057 305.19 KURT A HOLMES, PA 10 30 2025 10/01/2025 56 24 LM 007922, 18 LM 001-00-2057 305.19 KURT A HOLMES, PA 10 30 2025 10/01/2025 56 24 LM 007922, 18 LM 001-00-2057 305.19 KURT A HOLMES, PA 10 30 2025 10/01/2025 26 LM PHONE REIMBURSEMENT 01-13-1-2002 35.00 Vendor: KYLEL 1677 - KYLE LYONS Total 20.00 20.00 Vendor: LAND1788 - LAND5CAPE SOLUTIONS ICT 1314 10/07/2025 24 LAND5CAPE SOLUTIONS ICT Total 24 LAND5CAPE SOLUTIONS ICT 1314 10/07/2025 24 LAND5CAPE SOLUTIONS ICT Total 24 LAND5CAPE SOLUTIONS IC | Vendor: KRIS0262 - KRISTI BAF | RTON EDWARDS, J.D. | | | | |
| Mart a HOLMES, PA | KRISTI BARTON EDWARDS, J.D. | 10 07 2025 | 10/07/2025 | | _ | |
| MITTAL HOLMES, PA 10 17 2025 10/17/2025 56 24 LM MO79222, 18 LM 001-00-2057 36.51 | Vendor: KURT1263 - KURT A H | OLMES, PA | | | | |
| Mart A HOLMES, PA 10 30 2025 10/30/2025 56 24 LIM 1007822, 18 LIM 001-00-2057 20.55 57 A UNIT A HOLMES, PA Total: 1,095.57 | KURT A HOLMES, PA | 10 02 2025 | 10/02/2025 | - | 001-00-2057 | 365.19 |
| Vendor: KYLE1677 - KYLE LYONS | KURT A HOLMES, PA | 10 17 2025 | 10/17/2025 | • | 001-00-2057 | 365.19 |
| Vendor: KYLE1677 - KYLE LYONS | KURT A HOLMES, PA | 10 30 2025 | 10/30/2025 | • | 001-00-2057 | 365.19 |
| Vendor: LAND1785 - LANDSCAPE SOLUTIONS ICT 1314 10/07/2025 ALGEA TREATMENT - DORNER 09-66-3001 2,775.00 2, | | | | Vendor KURT12 | 63 - KURT A HOLMES, PA Total: | 1,095.57 |
| Vendor: LAND1785 - LANDSCAPE SOLUTIONS ICT | Vendor: KYLE1677 - KYLE LYON | NS | | | | |
| Name | KYLE LYONS | OCT 2025 | 10/01/2025 | | _ | |
| ALGEA TREATMENT - OONNER 096-66-3001 2,775.00 | | | | Vendo | r KYLE1677 - KYLE LYONS Total: | 35.00 |
| Vendor: LAUT1700 - LAUT2 LAW, LLC | | | 10/07/2025 | | 096-66-3001 | 2,775.00 |
| AUTZ LAW, LLC | | | | | NDSCAPE SOLUTIONS ICT Total: | 2,775.00 |
| Note | | • | 10/01/0005 | DUDUG DESEMBED MONTHLY | 004 05 0007 | 4 400 00 |
| Non-color League of Kansas Municip 200016006 10/07/2025 2025 STO WEBSITE, 52ND 001-02-2004 100.00 | LAUTZ LAW, LLC | OCT 2025 | 10/01/2025 | SERVICES | _ | |
| LEAGUE OF KANSAS MUNICIP 200016006 | | | | Vendor LAI | J11/00 - LAU1Z LAW, LLC Total: | 1,400.00 |
| EDITION 1EA. (PD) 2025 UNIFORM PUBLIC 001-02-2004 332.50 2025 UNIFORM PUBLIC 001-02-2004 332.50 2025 UNIFORM PUBLIC 001-02-2004 332.50 2025 UNIFORM PUBLIC 001-02-2004 2025 2025 UPOC WEBSITE, 42ND 001-02-2004 2025 2025 UPOC WEBSITE, 42ND 001-02-2004 2025 2025 UPOC WEBSITE, 42ND 001-02-2004 2025 2025 STANDARD TRAFFIC 001-02-2004 2025 2025 UPOC WEBSITE, 42ND 2015 2025 UPOC WEBSITE, 42ND 2015 UPOC UPOC UPOC UPOC UPOC UPOC UPOC UPOC | | | 10/07/2025 | 2025 STO WERSITE 52ND | 001-02-2004 | 100.00 |
| LEAGUE OF KANSAS MUNICIP 200016006 10/07/2025 2025 UPOC WEBSITE, 42ND 001-02-2004 100.00 | LEAGUE OF KANSAS MONICH | . 200010000 | 10/07/2023 | · · · · · · · · · · · · · · · · · · · | 001-02-2004 | 100.00 |
| LEAGUE OF KANSAS MUNICIP 200016006 | LEAGUE OF KANSAS MUNICIP | . 200016006 | 10/07/2025 | OFFENSE CODE BOOK 35EA. | 001-02-2004 | 332.50 |
| LEAGUE OF KANSAS MUNICIP 200016006 | LEAGUE OF KANSAS MUNICIP | . 200016006 | 10/07/2025 | 2025 UPOC WEBSITE, 42ND | 001-02-2004 | 100.00 |
| LEAGUE OF KANSAS MUNICIP 200016036 10/21/2025 TRAININIG: PERSONNEL 001-01-2015 150.00 | LEAGUE OF KANSAS MUNICIP | . 200016006 | 10/07/2025 | | 001-02-2004 | 29.94 |
| MANAGEMENT 11/13/2025 Vendor LEAG1722 - LEAGUE OF KANSAS MUNICIPALITIES Total: 1,027.44 | LEAGUE OF KANSAS MUNICIP | . 200016006 | 10/07/2025 | | 001-02-2004 | 315.00 |
| Vendor: LEEKER'S FAMILY FOODS LEEKER'S FAMILY FOODS SEPTEMBER 2025 10/01/2025 MONTHLY GROCERIES 001-12-2012 3.98 LEEKER'S FAMILY FOODS SEPTEMBER 2025 10/01/2025 MONTHLY GROCERIES 001-13-2004 30.32 LEEKER'S FAMILY FOODS SEPTEMBER 2025 10/01/2025 MONTHLY GROCERIES 030-50-2092 14.97 Vendor: LEGA1735 - LEGAL SHIELD Vendor: LEGA1735 - LEGAL SHIELD Vendor: LEGA1735 - LEGAL SHIELD Total: 33.90 Vendor: LEVO1473 - LEVON CROTTS SHIELD Vendor: LEVO1473 - LEVON CROTTS 35.00 Vendor: LEVO1473 - LEVON CROTTS Total: 35.00 Vendor: LEVO1473 - LEVON CROTTS Total: 35.00 Vendor: LEVO1473 - LEVON CROTTS Total: 35.00 Vendor: LOWE1787 - LOWES BUSINESS ACCT/SYNCB SHELVES & MISC. SUPPLIES 011-31-2009 228.21 | LEAGUE OF KANSAS MUNICIP | . 200016036 | 10/21/2025 | | 001-01-2015 | 150.00 |
| LEEKER'S FAMILY FOODS SEPTEMBER 2025 10/01/2025 MONTHLY GROCERIES 001-12-2012 3.98 LEEKER'S FAMILY FOODS SEPTEMBER 2025 10/01/2025 MONTHLY GROCERIES 001-13-2004 30.32 LEEKER'S FAMILY FOODS SEPTEMBER 2025 10/01/2025 MONTHLY GROCERIES 030-50-2092 14.97 Vendor: LEGA1735 - LEGAL SHIELD Vendor LEEKER'S FAMILY FOODS Total: 49.27 Vendor: LEGA1735 - LEGAL SHIELD Total: 33.90 Vendor: LEVO1473 - LEVON CROTTS CELL PHONE REIMBURSEMENT 001-02-2040 35.00 Vendor: LOWES BUSINESS ACCT/SYNCB CELL PHONE REIMBURSEMENT 001-02-2040 35.00 Vendor: LOWES BUSINESS ACCT/SYNCB SHELVES & MISC. SUPPLIES 011-31-2009 228.21 | | | | Vendor LEAG1722 - LEAGUE OF | KANSAS MUNICIPALITIES Total: | 1,027.44 |
| LEEKER'S FAMILY FOODS SEPTEMBER 2025 10/01/2025 MONTHLY GROCERIES 001-13-2004 30.32 | | | 10/01/0005 | | 004 40 0040 | 2.00 |
| LEEKER'S FAMILY FOODS SEPTEMBER 2025 10/01/2025 MONTHLY GROCERIES 030-50-2092 14.97 | | | | | | |
| Vendor: LEGA1735 - LEGAL SHIELD Vendor: LEGA1735 - LEGAL SHIELD PAYROLL DEDUCTION LEGAL 001-00-2060 33.90 LEGAL SHIELD Vendor LEGA1735 - LEGAL SHIELD Total: 33.90 Vendor: LEVO1473 - LEVON CROTTS LEVON CROTTS CELL PHONE REIMBURSEMENT 001-02-2040 35.00 Vendor: LOWE1787 - LOWES BUSINESS ACCT/SYNCB LOWES BUSINESS ACCT/SYNCB SEPT 2025 10/07/2025 SHELVES & MISC. SUPPLIES 011-31-2009 228.21 | | | | | | |
| LEGAL SHIELD | | | 10/01/2023 | | _ | |
| Vendor: LEVO1473 - LEVON CROTTS Vendor: LEVO1473 - LEGAL SHIELD Total: 33.90 LEVON CROTTS JUNE 2025 06/17/2025 CELL PHONE REIMBURSEMENT 001-02-2040 35.00 Vendor: LOWE1787 - LOWES BUSINESS ACCT/SYNCB LOWES BUSINESS ACCT/SYNCB SEPT 2025 10/07/2025 SHELVES & MISC. SUPPLIES 011-31-2009 01-31-2009 228.21 | | | 10/17/2025 | | 001-00-2060 | 33.90 |
| LEVON CROTTS JUNE 2025 06/17/2025 CELL PHONE REIMBURSEMENT 001-02-2040 35.00 Vendor: LOWE1787 - LOWES BUSINESS ACCT/SYNCB LOWES BUSINESS ACCT/SYNCB SEPT 2025 10/07/2025 SHELVES & MISC. SUPPLIES 011-31-2009 011-31-2009 228.21 | | | | | .EGA1735 - LEGAL SHIELD Total: | 33.90 |
| Vendor: LOWE1787 - LOWES BUSINESS ACCT/SYNCB LOWES BUSINESS ACCT/SYNCB SEPT 2025 10/07/2025 SHELVES & MISC. SUPPLIES 011-31-2009 228.21 | | | 05/47/2025 | CELL DISCOUR DEVICE CONTRACTOR | | 2 |
| Vendor: LOWE1787 - LOWES BUSINESS ACCT/SYNCB LOWES BUSINESS ACCT/SYNCB SEPT 2025 10/07/2025 SHELVES & MISC. SUPPLIES 011-31-2009 228.21 | LEVON CROTTS | JUNE 2025 | 06/17/2025 | | _ | |
| LOWES BUSINESS ACCT/SYNCB SEPT 2025 10/07/2025 SHELVES & MISC. SUPPLIES 011-31-2009 228.21 | Vandam 1014/54707 1014/55 | HIGHNESS ACCT/SVA | | vendor LE | AOT#12 - FEAGIA CKOLL2 LO(SI: | 33.00 |
| | | | 10/07/2025 | | 011-31-2009 | 228.21 |

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| AP Summary of Expenditures | | | | Payment Dates: 10/1/2025 | - 10/31/2025 |
|--|-------------------------|---------------------------|--|--------------------------------|--------------|
| Vendor Name | Payable Number | Post Date | Description (Item) | Account Number | Amount |
| LOWES BUSINESS ACCT/SYNCB | SEPT 2025 | 10/07/2025 | CIRCUIT BREAKER & 100Z TERRA COTTA (ANGEL OF HOPE) | 036-56-3011 | 48.41 |
| | | | Vendor LOWE1787 - LOWE | S BUSINESS ACCT/SYNCB Total: | 276.62 |
| Vendor: MAHA1810 - MAHAN MAHANEY, A TECTA AMERICA | = | MPANY, LLC. 10/21/2025 | PROJECT: HAC ROOF REPAIR 06/27/2025 | 030-50-2025 | 381.72 |
| | | V | /endor MAHA1810 - MAHANEY, A TECTA A | MERICA COMPANY, LLC. Total: | 381.72 |
| Vendor: MALC3098 - MALCOLI | M YOUNG | | | | |
| MALCOLM YOUNG | OCT 2025 | 10/21/2025 | CELL PHONE REIMBURSEMENT | | 35.00 |
| | | | Vendor MALC | 8098 - MALCOLM YOUNG Total: | 35.00 |
| Vendor: MARI2184 - MARIAH | | 10/21/2025 | DEFENER VOLLEYBALL 2 LING | 020 50 1250 | 60.00 |
| MARIAH WILLIE | 10 21 2025 A | 10/21/2025 | REFEREE VOLLEYBALL 3 HRS. 10/09/2025 | 030-50-1250 | 60.00 |
| | | | Vendor MA | RI2184 - MARIAH WILLIE Total: | 60.00 |
| Vendor: MARI1825 - MARIANN | NA EVANS YOGA, LLC. | | | | |
| MARIANNA EVANS YOGA, LLC. | SEPT 2025 | 10/01/2025 | SR. CNTR. YOGA - SEPT 2025 | 001-12-1100 | 200.00 |
| | | | Vendor MARI1825 - MARI | ANNA EVANS YOGA, LLC. Total: | 200.00 |
| Vendor: MARS1769 - MARSHA | LL LITCHFIELD | | | | |
| MARSHALL LITCHFIELD | OCT 2025 | 10/01/2025 | CELL PHONE REIMBURSEMENT | | 11.67 |
| MARSHALL LITCHFIELD | OCT 2025 | 10/01/2025 | CELL PHONE REIMBURSEMENT | | 11.67 |
| MARSHALL LITCHFIELD | OCT 2025 | 10/01/2025 | CELL PHONE REIMBURSEMENT | _ | 11.66 |
| | | | Vendor MARS1769 | - MARSHALL LITCHFIELD Total: | 35.00 |
| Vendor: MARV2017 - MARVIN | | / | | | |
| MARVIN OWEN WALKER | 10 07 2025 A | 10/07/2025 | REFEREE SOCCER 2 HRS. 10/04/2025 | 030-50-1250 | 36.00 |
| MARVIN OWEN WALKER | 10 21 2025 A | 10/21/2025 | REFEREE SOCCER 2 HRS. 10/11/2025 | 030-50-1250 | 36.00 |
| | | | Vendor MARV2017 - | MARVIN OWEN WALKER Total: | 72.00 |
| Vendor: MAXI1844 - MAXIMU | • | | | | |
| MAXIMUM OUTDOOR EQUIP | 483787 | 10/07/2025 | 2025 WRIGHT ZXT 72" 61G8 RIDE ON MOWER 2EA. (PARK) | 001-03-2080 | 32,760.00 |
| MAXIMUM OUTDOOR EQUIP | 485587 | 10/21/2025 | MAGNUM SQUARE GATORLINI 1EA. (PARK) | E 001-03-2006 — | 59.99 |
| | | | Vendor MAXI1844 - MAXIMUN | 1 OUTDOOR EQUIPMENT Total: | 32,819.99 |
| Vendor: MCDO1987 - MCDON | ALD TINKER PA | | | | |
| MCDONALD TINKER PA | OCT 2025 | 10/01/2025 | PROFESSIONAL SVCS CITY PROSECUTOR | 001-06-1100 | 2,000.00 |
| MCDONALD TINKER PA | 171452 | 10/21/2025 | PROFESSIONAL SVCS COURT APPEAL 26774002 | 001-06-1100 | 448.00 |
| | | | Vendor MCDO1987 | - MCDONALD TINKER PA Total: | 2,448.00 |
| Vendor: MELH1875 - MEL HAN | MBELTON FORD | | | | |
| MEL HAMBELTON FORD | 317269 | 10/07/2025 | 116D BOLT 1EA PATROL CAR #02-17 | 001-02-2035 | 6.19 |
| MEL HAMBELTON FORD | 317269 | 10/07/2025 | HW19G BOLT 3EA PATROL CAR #02-17 | 001-02-2035 | 36.00 |
| MEL HAMBELTON FORD | 317269 | 10/07/2025 | D3A5 BOLT 1EA PATROL CAR #02-17 | 001-02-2035 | 19.25 |
| MEL HAMBELTON FORD | 317269 | 10/07/2025 | HW48B NUT 4EA PATROL CAR #02-17 | 001-02-2035 | 12.00 |
| MEL HAMBELTON FORD | 317269 | 10/07/2025 | RECALSEAL ASSY. 1EA PATROL CAR #02-17 | 001-02-2035 | 11.59 |
| | | | | MEL HAMBELTON FORD Total: | 85.03 |
| Vendor: MERI1883 - MERIDIAN | N ANALYTICAL LABS, LLC. | | | | |
| MERIDIAN ANALYTICAL LABS, | | 10/07/2025 | WATER TESTING | 010-30-2040 | 862.00 |
| MERIDIAN ANALYTICAL LABS, | . W5003980 | 10/07/2025 | WATER TESTING | 011-31-2040 | 225.00 |
| MERIDIAN ANALYTICAL LABS, | . W5004264 | 10/21/2025 | WATER TESTING | 011-31-2040 | 225.00 |
| | | | Vendor MERI1883 - MERIDIA | N ANALYTICAL LABS, LLC. Total: | 1,312.00 |

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| AP Summary of Expenditures | | | | Payment Dates: 10/1/2025 | - 10/31/2025 |
|----------------------------|----------------------------|------------|--|---|--------------|
| Vendor Name | Payable Number | Post Date | Description (Item) | Account Number | Amount |
| Vendor: META2181 - METAL T | RANSFORMATIONS, LLC | | | | |
| METAL TRANSFORMATIONS, L | 10 14 2025 | 10/14/2025 | 2025 FALL FEST - HAY BALES | 058-50-3073 | 504.00 |
| | | | Vendor META2181 - METAL | TRANSFORMATIONS, LLC Total: | 504.00 |
| Vendor: METR1975 - METRO | COURIER INC. | | | | |
| METRO COURIER INC. | 73191 | 10/21/2025 | COURIER SVCS. 09/24/2025 - KDHE WATER SAMPLES | 011-31-2011 | 27.44 |
| | | | Vendor METR197 | 75 - METRO COURIER INC. Total: | 27.44 |
| Vendor: METR2180 - METROP | | | | | |
| METROPOLITAN COMPOUNDS | 0020237-IN | 10/21/2025 | ROOT REMOVER 1EA COLLECTION SYSTEM (SEWER) | | 689.50 |
| | | | Vendor METR2180 - METROPO | DLITAN COMPOUNDS, INC Total: | 689.50 |
| Vendor: MICH1768 - MICHAEL | . J. LIPPOLDT | | | | |
| MICHAEL J. LIPPOLDT | OCT 2025 | 10/01/2025 | CELL PHONE REIMBURSEMENT | Г 010-30-2002 | 11.67 |
| MICHAEL J. LIPPOLDT | OCT 2025 | 10/01/2025 | CELL PHONE REIMBURSEMENT | Г 011-31-2002 | 11.67 |
| MICHAEL J. LIPPOLDT | OCT 2025 | 10/01/2025 | CELL PHONE REIMBURSEMENT | Г 021-41-2002 | 11.66 |
| | | | Vendor MICH17 | 68 - MICHAEL J. LIPPOLDT Total: | 35.00 |
| Vendor: MINT1943 - MINTER | & POLLAK, LC | | | | |
| MINTER & POLLAK, LC | OCT 2025 | 10/01/2025 | PROFESSIONAL SVCS CITY ATTY. FEES | 001-10-1100 | 4,300.00 |
| | | | Vendor MINT194 | 3 - MINTER & POLLAK, LC Total: | 4,300.00 |
| Vendor: MOOD1960 - MOOD | 'S INVESTORS SERVICE. INC. | | | | |
| MOODY'S INVESTORS SERVICE | • | 10/01/2025 | GENERAL OBLIG. BOND SERIES A, 2025 | 072-66-3001 | 14,500.00 |
| | | | Vendor MOOD1960 - MOODY'S | INVESTORS SERVICE, INC. Total: | 14,500.00 |
| Vendor: MOTO1974 - MOTOR | | 40/07/2025 | \/700 BODY/MODN CANAEDA | 004 03 3040 | 4 470 72 |
| MOTOROLA SOLUTIONS INC | 1411208885 | 10/07/2025 | V700 BODY WORN CAMERA 6EA ANNUAL LICS. FEE | 001-02-2040 — — — — — — — — — — — — — — — — — — | 1,170.72 |
| | | | vendor WOTO1974 - WC | OTOROLA SOLUTIONS INC Total: | 1,170.72 |
| | NE RECREATION COMMISSION | | | | |
| MULVANE RECREATION COM | . 10 15 2025 STMNT. | 10/21/2025 | OFFICIALS & SCOREKEEPER FEES | 030-50-2092 — | 420.00 |
| | | V | endor MULV1983 - MULVANE RE | ECREATION COMMISSION Total: | 420.00 |
| Vendor: MURD1990 - MURDO | CK COMPANIES INC | | | | |
| MURDOCK COMPANIES INC | 1138739-00 | 10/21/2025 | 12PK. AERO. FORCE DRY 1EA SAND/SALT SPREADERS | 021-41-2006 | 29.83 |
| MURDOCK COMPANIES INC | 1138739-00 | 10/21/2025 | N0402 40 OFFSET LINK 4EA SAND/SALT SPREADERS | 021-41-2006 | 7.12 |
| MURDOCK COMPANIES INC | 1138739-00 | 10/21/2025 | N0401 40 CONNECT LINK 6EA. SAND/SALT SPREADERS | - 021-41-2006 | 6.12 |
| MURDOCK COMPANIES INC | 1138739-00 | 10/21/2025 | N0400 40 CHAIN 10' BX 10EA. SAND/SALT SPREADERS | - 021-41-2006 | 39.60 |
| | | | Vendor MURD1990 - M | URDOCK COMPANIES INC Total: | 82.67 |
| Vendor: MYRE1999 - MYREC.0 | СОМ | | | | |
| MYREC.COM | 032182315 | 10/07/2025 | MYREC. SYSTEM SOFTWARE | 037-57-2012 | 943.33 |
| | | | Vendor | MYRE1999 - MYREC.COM Total: | 943.33 |
| Vendor: NANC2018 - NANCY E | RERNARDO | | | | |
| NANCY BERNARDO | OCT 2025 | 10/01/2025 | CELL PHONE REIMBURSEMENT | г 001-01-2002 | 35.00 |
| WAIVET BERNARDO | 001 2023 | 10/01/2023 | | 2018 - NANCY BERNARDO Total: | 35.00 |
| V. d. Nonean Non | | | VEHIOU HANCE | TOTO MARCE DERIVANDO TOTAL. | 33.00 |
| Vendor: NCSI2025 - NCSI | 50000 | 10/07/2025 | 454 04646004410 64564 | 000 50 0004 | 10.50 |
| NCSI | 62229 | 10/07/2025 | 1EA. BACKGROUND CHECK - HAC (LATCHKEY) | 030-50-2094 | 18.50 |
| | | | HAC (LATCHILLY) | Vendor NCSI2025 - NCSI Total: | 18.50 |
| V | IEDICAL HEALTH CARE 110 | | | 1 | 10.50 |
| Vendor: NEWM2041 - NEW M | · | 40/24/2025 | DDE ENADLOVA SENT TECTURE | | |
| NEW MEDICAL HEALTH CARE, | CLAIM 593361 | 10/21/2025 | PRE-EMPLOYMENT TESTING - DYCK | 1. 030-50-2094 | 47.50 |
| NEW MEDICAL HEALTH CARE, | CLAIM 593979 | 10/21/2025 | PRE-EMPLOYMENT TESTING - D. CALLISON | 030-50-2094 | 47.50 |

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| AP Summary of Expenditures | | | | Payment Dates: 10/1/2025 | - 10/31/2025 |
|-----------------------------|-----------------------|------------|---|-------------------------------|--------------|
| Vendor Name | Payable Number | Post Date | Description (Item) | Account Number | Amount |
| NEW MEDICAL HEALTH CARE, | CLAIM 594522 | 10/21/2025 | PRE-EMPLOYMENT TESTING - A. CORNELIUS | 030-50-2094 | 47.50 |
| | | | Vendor NEWM2041 - NEW ME | DICAL HEALTH CARE, LLC Total: | 142.50 |
| Vendor: NEWE2042 - NEWEGO | G BUSINESS, INC. | | | | |
| NEWEGG BUSINESS, INC. | 1305680529 | 10/21/2025 | AUBEAMTO HDMI SPLITTER 1EA. (INFO. SYSTEMS) | 001-21-2004 | 17.99 |
| NEWEGG BUSINESS, INC. | 1305680529 | 10/21/2025 | AUBEAMTO HDMI SPLITTER - DUAL 1EA. (INFO. SYSTEMS) | 001-21-2004 | 21.99 |
| | | | Vendor NEWE2042 - | NEWEGG BUSINESS, INC. Total: | 39.98 |
| Vendor: NICH2055 - NICHOLA | S W. NORRIS | | | | |
| NICHOLAS W. NORRIS | OCT 2025 | 10/01/2025 | CELL PHONE REIMBURSEMENT | | 35.00 |
| | | | Vendor NICH205 | 5 - NICHOLAS W. NORRIS Total: | 35.00 |
| Vendor: NOAH2150 - NOAH LI | | | | | |
| NOAH LEWIS | 10 07 2025 A | 10/07/2025 | REFEREE SOCCER 3 HRS. 09/27/2025 | 030-50-1250 | 45.00 |
| NOAH LEWIS | 10 07 2025 B | 10/07/2025 | REFEREE SOCCER 2 HRS. 10/04/2025 | 030-50-1250 | 30.00 |
| NOAH LEWIS | 10 21 2025 A | 10/21/2025 | REFEREE SOCCER 2 HRS. 10/11/2025 | 030-50-1250 | 30.00 |
| | | | Vendor N | NOAH2150 - NOAH LEWIS Total: | 105.00 |
| Vendor: ODPB2079 - ODP BUS | SINESS SOLUTIONS, LLC | | | | |
| ODP BUSINESS SOLUTIONS, LL | C 438553354001 | 10/07/2025 | 50 PK. SHEET PROTECTORS 2EA. (CITY HALL) | 001-10-2077 | 14.64 |
| ODP BUSINESS SOLUTIONS, LL | C 438578064001 | 10/07/2025 | 12PK. BOND PAPER ROLL 1EA. (CITY HALL) | 001-10-2077 | 10.37 |
| ODP BUSINESS SOLUTIONS, LL | C 438578064001 | 10/07/2025 | BOX OF STAPLES 1EA. (CITY HALL) | 001-10-2077 | 6.24 |
| ODP BUSINESS SOLUTIONS, LL | C 440537652001 | 10/07/2025 | 8.5 X5.5" SHEET PROTECTOR 15PK. 1EA. (PW OFFICE) | 010-30-2004 | 2.47 |
| ODP BUSINESS SOLUTIONS, LL | C 440537652001 | 10/07/2025 | 8.5 X5.5" SHEET PROTECTOR 15PK. 1EA. (PW OFFICE) | 011-31-2004 | 2.46 |
| ODP BUSINESS SOLUTIONS, LLC | C 440537652001 | 10/07/2025 | 8.5 X5.5" SHEET PROTECTOR 15PK. 1EA. (PW OFFICE) | 021-41-2004 | 2.46 |
| ODP BUSINESS SOLUTIONS, LL | C 440215247001 | 10/21/2025 | BINDER, 2", VIEWABLE, BLK. 4/PK. 1EA. (PLANNING) | 001-04-2004 | 20.53 |
| ODP BUSINESS SOLUTIONS, LL | C 440215247001 | 10/21/2025 | BINDER, 3", VIEWABLE, BLK. 2/PK. 3EA. (PLANNING) | 001-04-2004 | 34.80 |
| ODP BUSINESS SOLUTIONS, LL | C 440215247001 | 10/21/2025 | NOTE, POST-IT, YELLOW, SM 12/PK 1EA. (CITY) | 001-10-2077 | 3.78 |
| ODP BUSINESS SOLUTIONS, LL | C 440215247001 | 10/21/2025 | FOLDER, LTR, 1/3 CUT 100/BX. 1EA. (CITY) | 001-10-2077 | 11.10 |
| ODP BUSINESS SOLUTIONS, LL | C 440215247001 | 10/21/2025 | ENVELOPE, #10, 500/BX 1EA. (CITY) | 001-10-2077 | 19.82 |
| ODP BUSINESS SOLUTIONS, LLC | C 440215747001 | 10/21/2025 | FOLDER, 2 FASTENER, LGL SIZE 1 BX. (PLANNING) | 001-04-2004 | 55.69 |
| ODP BUSINESS SOLUTIONS, LLC | C 440215747001 | 10/21/2025 | PEN, PRECISE BALL, X-FINE 1 DZN. (CITY) | 001-10-2077 | 10.60 |
| ODP BUSINESS SOLUTIONS, LLC | C 440215747001 | 10/21/2025 | PEN, ROLLER BALL, X-FINE 1 DZN. (CITY) | 001-10-2077 | 10.68 |
| ODP BUSINESS SOLUTIONS, LL | C 440529341001 | 10/21/2025 | CLEAR MEDIUM COMMAND HOOKS 1EA. (PW) | 001-03-2004 | 1.49 |
| ODP BUSINESS SOLUTIONS, LL | C 440529341001 | 10/21/2025 | WHITE MEDIUM COMMAND HOOKS 1EA. (PW) | 001-03-2004 | 1.13 |
| ODP BUSINESS SOLUTIONS, LL | C 440529341001 | 10/21/2025 | CLEAR MEDIUM COMMAND HOOKS 1EA. (PW) | 010-30-2004 | 1.50 |
| ODP BUSINESS SOLUTIONS, LLC | C 440529341001 | 10/21/2025 | WHITE MEDIUM COMMAND HOOKS 1EA. (PW) | 010-30-2004 | 1.12 |
| ODP BUSINESS SOLUTIONS, LLC | C 440529341001 | 10/21/2025 | CLEAR MEDIUM COMMAND HOOKS 1EA. (PW) | 011-31-2004 | 1.50 |
| ODP BUSINESS SOLUTIONS, LL | C 440529341001 | 10/21/2025 | WHITE MEDIUM COMMAND HOOKS 1EA. (PW) | 011-31-2004 | 1.12 |

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AP Summary of Expenditures

| Vendor Name | Payable Number | Post Date | Description (Item) | Account Number | Amount |
|---------------------------|-----------------|------------|--|----------------|--------|
| ODP BUSINESS SOLUTIONS, L | LC 440529341001 | 10/21/2025 | WHITE MEDIUM COMMAND HOOKS 1EA. (PW) | 021-41-2004 | 1.12 |
| ODP BUSINESS SOLUTIONS, L | LC 440529341001 | 10/21/2025 | CLEAR MEDIUM COMMAND HOOKS 1EA. (PW) | 021-41-2004 | 1.50 |
| ODP BUSINESS SOLUTIONS, L | LC 440537645001 | 10/21/2025 | COMMAND STRIP REPLACEMENTS 3EA. (PW) | 001-03-2004 | 1.44 |
| ODP BUSINESS SOLUTIONS, L | LC 440537645001 | 10/21/2025 | MINI PLASTIC DIVIDERS 1EA. (PW) | 001-03-2004 | 1.98 |
| ODP BUSINESS SOLUTIONS, L | LC 440537645001 | 10/21/2025 | MONTHLY 7 HOLE DIVIDERS 1EA. (PW) | 001-03-2004 | 1.88 |
| ODP BUSINESS SOLUTIONS, L | LC 440537645001 | 10/21/2025 | MONTHLY 7 HOLE DIVIDERS 1EA. (PW) | 010-30-2004 | 1.87 |
| ODP BUSINESS SOLUTIONS, L | LC 440537645001 | 10/21/2025 | COMMAND STRIP REPLACEMENTS 3EA. (PW) | 010-30-2004 | 1.44 |
| ODP BUSINESS SOLUTIONS, L | LC 440537645001 | 10/21/2025 | MINI PLASTIC DIVIDERS 1EA. (PW) | 010-30-2004 | 1.97 |
| ODP BUSINESS SOLUTIONS, L | LC 440537645001 | 10/21/2025 | MINI PLASTIC DIVIDERS 1EA. (PW) | 011-31-2004 | 1.97 |
| ODP BUSINESS SOLUTIONS, L | LC 440537645001 | 10/21/2025 | MONTHLY 7 HOLE DIVIDERS 1EA. (PW) | 011-31-2004 | 1.87 |
| ODP BUSINESS SOLUTIONS, L | LC 440537645001 | 10/21/2025 | COMMAND STRIP REPLACEMENTS 3EA. (PW) | 011-31-2004 | 1.44 |
| ODP BUSINESS SOLUTIONS, L | LC 440537645001 | 10/21/2025 | MONTHLY 7 HOLE DIVIDERS 1EA. (PW) | 021-41-2004 | 1.87 |
| ODP BUSINESS SOLUTIONS, L | LC 440537645001 | 10/21/2025 | MINI PLASTIC DIVIDERS 1EA. (PW) | 021-41-2004 | 1.97 |
| ODP BUSINESS SOLUTIONS, L | LC 440537645001 | 10/21/2025 | COMMAND STRIP REPLACEMENTS 3EA. (PW) | 021-41-2004 | 1.44 |
| ODP BUSINESS SOLUTIONS, L | LC 440537651001 | 10/21/2025 | DESKPAD, 2026 MNTHLY, 22 X 17" 1EA. | 001-03-2004 | 1.82 |
| ODP BUSINESS SOLUTIONS, L | LC 440537651001 | 10/21/2025 | BATTERIES, AAA, ENERGIZER 24/BX. 1EA. (PW) | 001-03-2004 | 3.06 |
| ODP BUSINESS SOLUTIONS, L | LC 440537651001 | 10/21/2025 | FOLDER, LTR, 1/3 CUT 100/BX 2EA. (PW) | 001-03-2004 | 5.55 |
| ODP BUSINESS SOLUTIONS, L | LC 440537651001 | 10/21/2025 | FOLDER, HANGING, LTR, 1/5 CUT 25/BX 4EA. (PW) | 001-03-2004 | 9.40 |
| ODP BUSINESS SOLUTIONS, L | LC 440537651001 | 10/21/2025 | INK, CARTRIDGE, HP 910XL, BLK. 1EA. (PW) | 001-03-2004 | 15.02 |
| ODP BUSINESS SOLUTIONS, L | LC 440537651001 | 10/21/2025 | PAPER, 8.5 X 5.5" 1 PK. (PW) | 001-03-2004 | 1.57 |
| ODP BUSINESS SOLUTIONS, L | LC 440537651001 | 10/21/2025 | PAPER, 8.5 X 5.5" 1 PK. (PW) | 010-30-2004 | 1.58 |
| ODP BUSINESS SOLUTIONS, L | LC 440537651001 | 10/21/2025 | INK, CARTRIDGE, HP 910XL, BLK. 1EA. (PW) | 010-30-2004 | 15.03 |
| ODP BUSINESS SOLUTIONS, L | LC 440537651001 | 10/21/2025 | DESKPAD, 2026 MNTHLY, 22 X 17" 1EA. | 010-30-2004 | 1.83 |
| ODP BUSINESS SOLUTIONS, L | LC 440537651001 | 10/21/2025 | BATTERIES, AAA, ENERGIZER 24/BX. 1EA. (PW) | 010-30-2004 | 3.04 |
| ODP BUSINESS SOLUTIONS, L | LC 440537651001 | 10/21/2025 | FOLDER, LTR, 1/3 CUT 100/BX 2EA. (PW) | 010-30-2004 | 5.55 |
| ODP BUSINESS SOLUTIONS, L | LC 440537651001 | 10/21/2025 | FOLDER, HANGING, LTR, 1/5 CUT 25/BX 4EA. (PW) | 010-30-2004 | 9.40 |
| ODP BUSINESS SOLUTIONS, L | LC 440537651001 | 10/21/2025 | INK, CARTRIDGE, HP 910XL, BLK. 1EA. (PW) | 011-31-2004 | 15.02 |
| ODP BUSINESS SOLUTIONS, L | LC 440537651001 | 10/21/2025 | DESKPAD, 2026 MNTHLY, 22 X 17" 1EA. | 011-31-2004 | 1.82 |
| ODP BUSINESS SOLUTIONS, L | LC 440537651001 | 10/21/2025 | PAPER, 8.5 X 5.5" 1 PK. (PW) | 011-31-2004 | 1.57 |
| ODP BUSINESS SOLUTIONS, L | | 10/21/2025 | FOLDER, LTR, 1/3 CUT 100/BX 2EA. (PW) | 011-31-2004 | 5.55 |
| ODP BUSINESS SOLUTIONS, L | LC 440537651001 | 10/21/2025 | FOLDER, HANGING, LTR, 1/5 CUT 25/BX 4EA. (PW) | 011-31-2004 | 9.40 |
| ODP BUSINESS SOLUTIONS, L | LC 440537651001 | 10/21/2025 | BATTERIES, AAA, ENERGIZER 24/BX. 1EA. (PW) | 011-31-2004 | 3.06 |
| ODP BUSINESS SOLUTIONS, L | LC 440537651001 | 10/21/2025 | FOLDER, HANGING, LTR, 1/5 CUT 25/BX 4EA. (PW) | 021-41-2004 | 9.40 |

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| AP Summary of Expenditures | ٩Р | Summary | of Ex | cpenditu | res |
|----------------------------|----|---------|-------|----------|-----|
|----------------------------|----|---------|-------|----------|-----|

| Vendor Name | Payable Number | Post Date | Description (Item) | Account Number | Amount |
|-----------------------------|----------------|------------|--|-------------------------------|--------|
| ODP BUSINESS SOLUTIONS, LL | C 440537651001 | 10/21/2025 | FOLDER, LTR, 1/3 CUT 100/BX 2EA. (PW) | 021-41-2004 | 5.55 |
| ODP BUSINESS SOLUTIONS, LL | C 440537651001 | 10/21/2025 | DESKPAD, 2026 MNTHLY, 22 X 17" 1EA. | 021-41-2004 | 1.82 |
| ODP BUSINESS SOLUTIONS, LL | C 440537651001 | 10/21/2025 | PAPER, 8.5 X 5.5" 1 PK. (PW) | 021-41-2004 | 1.57 |
| ODP BUSINESS SOLUTIONS, LL | | 10/21/2025 | BATTERIES, AAA, ENERGIZER 24/BX. 1EA. (PW) | 021-41-2004 | 3.06 |
| ODP BUSINESS SOLUTIONS, LL | C 440537651001 | 10/21/2025 | INK, CARTRIDGE, HP 910XL, BLK. 1EA. (PW) | 021-41-2004 | 15.02 |
| ODP BUSINESS SOLUTIONS, LL | C 440537656001 | 10/21/2025 | BINDER, 1", VIEWABLE 1 PK. (PW) | 010-30-2004 | 4.02 |
| ODP BUSINESS SOLUTIONS, LL | C 440537656001 | 10/21/2025 | BINDER, 1", VIEWABLE 1 PK. (PW) | 011-31-2004 | 4.02 |
| ODP BUSINESS SOLUTIONS, LL | C 440537656001 | 10/21/2025 | BINDER, 1", VIEWABLE 1 PK. (PW) | 021-41-2004 | 4.15 |
| ODP BUSINESS SOLUTIONS, LL | C 441274188001 | 10/21/2025 | 12PK. ROUND BLUE PENS 1EA. (CITY) | 001-10-2077 | 1.65 |
| ODP BUSINESS SOLUTIONS, LL | C 441274188001 | 10/21/2025 | 20LB. WHITE 11"X17" COPY PAPER 1EA. (CITY) | 001-10-2077 | 54.49 |
| ODP BUSINESS SOLUTIONS, LL | C 441274188001 | 10/21/2025 | 24PK. AA ALKALINE BATTERIES 1EA. (CITY) | 001-10-2077 | 29.91 |
| ODP BUSINESS SOLUTIONS, LL | C 441274188001 | 10/21/2025 | 20LB. GREEN 8.5"X11" COPY PAPER 2EA. (CITY) | 001-10-2077 | 15.98 |
| ODP BUSINESS SOLUTIONS, LL | C 441308147001 | 10/21/2025 | 50 PK. BINDING COVERS NAVY BLUE 1EA. (CITY) | 001-10-2077 | 36.29 |
| ODP BUSINESS SOLUTIONS, LL | C 442803073001 | 10/21/2025 | 24LB. YELLOW 8.5X11" COPY PAPER 3EA. (HAC) | 030-50-2004 | 38.85 |
| ODP BUSINESS SOLUTIONS, LL | C 442817867001 | 10/21/2025 | 24LB. ORANGE 8.5X11" COPY PAPER 3EA. (HAC) | 030-50-2004 | 38.85 |
| | | | Vendor ODPB2079 - ODP B | USINESS SOLUTIONS, LLC Total: | 611.16 |
| Vendor: OMGN2090 - OMG N | ATIONAL | | | | |
| OMG NATIONAL | Y1537941 | 10/21/2025 | PROCESSING FEE | 028-48-2032 | 19.77 |
| OMG NATIONAL | Y1537941 | 10/21/2025 | PRINTING SERVICES: STICKER BADGES (POLICE DEPT.) | 028-48-2032 | 198.00 |
| | | | Vendor OMG | N2090 - OMG NATIONAL Total: | 217.77 |
| Vendor: O'RE2074 - O'REILLY | AUTOMOTIVE INC | | | | |
| O'REILLY AUTOMOTIVE INC | 4814-213242 | 10/07/2025 | TPMS SENSOR 1EA PATROL CAR #17-16 | 001-02-2035 | 29.92 |
| O'REILLY AUTOMOTIVE INC | 4814-214132 | 10/07/2025 | BRAKE PADS 1EA PATROL CAR #12-13 | 001-02-2035 | 39.99 |
| O'REILLY AUTOMOTIVE INC | 4814-214132 | 10/07/2025 | BRAKE ROTOR 2EA PATROL CAR #12-13 | 001-02-2035 | 105.00 |
| O'REILLY AUTOMOTIVE INC | 4814-214193 | 10/07/2025 | TPMS SENSOR 2EA PATROL CAR #02-17 | 001-02-2035 | 59.84 |
| O'REILLY AUTOMOTIVE INC | 4814-214193 | 10/07/2025 | WATER PUMP 1EA PATROL CAR #02-17 | 001-02-2035 | 63.82 |
| O'REILLY AUTOMOTIVE INC | 4814-214193 | 10/07/2025 | MANIFOLD SET 1EA PATROL CAR #02-17 | 001-02-2035 | 9.54 |
| O'REILLY AUTOMOTIVE INC | 4814-214193 | 10/07/2025 | VALVE COVER GASKET 1EA PATROL CAR #02-17 | 001-02-2035 | 58.80 |
| O'REILLY AUTOMOTIVE INC | 4814-214385 | 10/07/2025 | MICRO-V SERPENTINE BELT 1EA PATROL CAR #02-17 | 001-02-2035 | 17.68 |
| O'REILLY AUTOMOTIVE INC | 4814-214385 | 10/07/2025 | BELT TENSNER 1EA PATROL CAR #02-17 | 001-02-2035 | 62.22 |
| O'REILLY AUTOMOTIVE INC | 4814-214385 | 10/07/2025 | ENGINE MOUNT 1EA PATROL CAR #02-17 | | 82.79 |
| O'REILLY AUTOMOTIVE INC | 4814-215066 | 10/07/2025 | 1QT. MOTOR OIL 1EA PATROL CAR #02-17 | 001-02-2035 | 6.49 |
| O'REILLY AUTOMOTIVE INC | 4814-215257 | 10/07/2025 | BRAKE ROTOR 2EA PATROL CAR #04-19 | 001-02-2035 | 105.00 |
| O'REILLY AUTOMOTIVE INC | 4814-215257 | 10/07/2025 | BRAKE PADS 1EA PATROL CAR #04-19 | 001-02-2035 | 39.99 |

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| AΡ | Summary | v of | Expenditures |
|----|---------|------|--------------|
| | | | |

| Vendor Name | Payable Number | Post Date | Description (Item) | Account Number | Amount |
|-------------------------|----------------|------------|--|----------------|--------|
| O'REILLY AUTOMOTIVE INC | 4814-215290 | 10/07/2025 | HAND CLEANER 2EA. (PW SHOP SUPPLIES) | 001-03-2009 | 18.50 |
| O'REILLY AUTOMOTIVE INC | 4814-215290 | 10/07/2025 | HAND CLEANER 2EA. (PW SHOP SUPPLIES) | 010-30-2009 | 18.50 |
| O'REILLY AUTOMOTIVE INC | 4814-215290 | 10/07/2025 | HAND CLEANER 2EA. (PW SHOP SUPPLIES) | 011-31-2009 | 18.50 |
| O'REILLY AUTOMOTIVE INC | 4814-215290 | 10/07/2025 | HAND CLEANER 2EA. (PW SHOP SUPPLIES) | 021-41-2009 | 18.48 |
| O'REILLY AUTOMOTIVE INC | 4814-215345 | 10/07/2025 | WIPER BLADE 1EA PATROL CAR #10-23 | 001-02-2035 | 16.19 |
| O'REILLY AUTOMOTIVE INC | 4814-215473 | 10/07/2025 | CORE CHARGE (BATTERY) 2EA TRK #16 (STREET) | 021-41-2006 | 44.00 |
| O'REILLY AUTOMOTIVE INC | 4814-215473 | 10/07/2025 | CORE EXCHANGE (BATTERY) 2EA TRK #16 (STREET) | 021-41-2006 | -44.00 |
| O'REILLY AUTOMOTIVE INC | 4814-215473 | 10/07/2025 | BATTERY 2EA TRK #16 (STREET) | 021-41-2006 | 272.90 |
| O'REILLY AUTOMOTIVE INC | 4814-21552 | 10/07/2025 | TPMS SENSOR 2EA PATROL CAR #04-19 | 001-02-2035 | 59.84 |
| O'REILLY AUTOMOTIVE INC | 4814-215647 | 10/07/2025 | 90 MIN. GASKET MAKER 1EA HUSTLE BUS (TRANSIT) | 001-13-2035 | 17.09 |
| O'REILLY AUTOMOTIVE INC | 4814-215901 | 10/07/2025 | OIL FILTER 1EA TRK #13 (SEWER) | 010-30-2006 | 4.41 |
| O'REILLY AUTOMOTIVE INC | 4814-215901 | 10/07/2025 | 1 QT. MOTOR OIL 3EA TRK #13 (SEWER) | 010-30-2006 | 22.17 |
| O'REILLY AUTOMOTIVE INC | 4814-215901 | 10/07/2025 | 5 QT. MOTOR OIL 1EA TRK #13 (SEWER) | 010-30-2006 | 36.95 |
| O'REILLY AUTOMOTIVE INC | 4814-215920 | 10/07/2025 | REAR BRAKE PADS 1EA PATROL CAR #02-17 | 001-02-2035 | 39.99 |
| O'REILLY AUTOMOTIVE INC | 4814-215920 | 10/07/2025 | FRONT BRAKE PADS 1EA PATROL CAR #02-17 | 001-02-2035 | 39.99 |
| O'REILLY AUTOMOTIVE INC | 4814-215920 | 10/07/2025 | REAR BRAKE ROTOR 2EA PATROL CAR #02-17 | 001-02-2035 | 125.00 |
| O'REILLY AUTOMOTIVE INC | 4814-215920 | 10/07/2025 | FRONT BRAKE ROTOR 2EA PATROL CAR #02-17 | 001-02-2035 | 125.00 |
| O'REILLY AUTOMOTIVE INC | 4814-216040 | 10/07/2025 | A/C SEAL KIT 1EA PATROL CAR #02-17 | 001-02-2035 | 25.75 |
| O'REILLY AUTOMOTIVE INC | 4814-216052 | 10/07/2025 | CONNECTOR 1EA SKID STEER TRAILER (STREET) | 021-41-2006 | 11.89 |
| O'REILLY AUTOMOTIVE INC | 4814-216112 | 10/07/2025 | 8 OZ. RUST TREATMENT 2EA. (WWTP) | 010-30-2009 | 25.18 |
| O'REILLY AUTOMOTIVE INC | 4814-216229 | 10/07/2025 | WINDOW REGULATOR ASSY. 1EA TRK #50 (STREET) | 021-41-2006 | 90.60 |
| O'REILLY AUTOMOTIVE INC | 4814-216308 | 10/07/2025 | 5QT MOTOR OIL 1EA PATROL CAR #10-23 | 001-02-2035 | 36.95 |
| O'REILLY AUTOMOTIVE INC | 4814-216308 | 10/07/2025 | 1QT MOTOR OIL 1EA PATROL CAR #10-23 | 001-02-2035 | 7.39 |
| O'REILLY AUTOMOTIVE INC | 4814-216308 | 10/07/2025 | OIL FILTER 1EA PATROL CAR #10-23 | 001-02-2035 | 10.19 |
| O'REILLY AUTOMOTIVE INC | 4814-216852 | 10/07/2025 | OIL FILTER 2EA TRK #16 & 56 (STREET) | 021-41-2006 | 17.74 |
| O'REILLY AUTOMOTIVE INC | 4814-216852 | 10/07/2025 | FUEL/WATER SEPARATOR 2EA TRK #16 & 56 (STREET) | 021-41-2006 | 70.10 |
| O'REILLY AUTOMOTIVE INC | 4814-216852 | 10/07/2025 | TRANSMISSION FILTER 2EA TRK #16 & 56 (STREET) | 021-41-2006 | 32.88 |
| O'REILLY AUTOMOTIVE INC | 4814-216852 | 10/07/2025 | AIR FILTER 2EA TRK # 16 & 56 (STREET) | 021-41-2006 | 88.52 |
| O'REILLY AUTOMOTIVE INC | 4814-216891 | 10/07/2025 | 1 GAL. ANTI-FREEZE 6EA. (PW SHOP) | 001-03-2009 | 26.98 |
| O'REILLY AUTOMOTIVE INC | 4814-216891 | 10/07/2025 | 12.5 OZ. CARBURETOR CLEANER 12EA. (PW SHOP) | 001-03-2009 | 8.97 |
| O'REILLY AUTOMOTIVE INC | 4814-216891 | 10/07/2025 | 1 GAL. ANTI-FREEZE 6EA. (PW SHOP) | 010-30-2009 | 26.98 |
| O'REILLY AUTOMOTIVE INC | 4814-216891 | 10/07/2025 | 12.5 OZ. CARBURETOR CLEANER 12EA. (PW SHOP) | 010-30-2009 | 8.97 |

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| AP Summary of Expenditures | | | | Payment Dates: 10/1/2025 | - 10/31/2025 |
|-----------------------------|-----------------------|------------|---|---|-----------------------------|
| Vendor Name | Payable Number | Post Date | Description (Item) | Account Number | Amount |
| O'REILLY AUTOMOTIVE INC | 4814-216891 | 10/07/2025 | 1 GAL. ANTI-FREEZE 6EA. (PW SHOP) | 011-31-2009 | 26.98 |
| O'REILLY AUTOMOTIVE INC | 4814-216891 | 10/07/2025 | 12.5 OZ. CARBURETOR CLEANER 12EA. (PW SHOP) | 011-31-2009 | 8.97 |
| O'REILLY AUTOMOTIVE INC | 4814-216891 | 10/07/2025 | 1 GAL. ANTI-FREEZE 6EA. (PW SHOP) | 021-41-2009 | 27.00 |
| O'REILLY AUTOMOTIVE INC | 4814-216891 | 10/07/2025 | 12.5 OZ. CARBURETOR CLEANER 12EA. (PW SHOP) | 021-41-2009 | 8.97 |
| O'REILLY AUTOMOTIVE INC | 4814-216907 | 10/07/2025 | 14 OZ BRAKE CLEANER 12EA. (SEWER) | 010-30-2009 | 35.88 |
| O'REILLY AUTOMOTIVE INC | 4814-216907 | 10/07/2025 | DRAIN PAN 1EA. (SEWER) | 010-30-2009 | 3.99 |
| O'REILLY AUTOMOTIVE INC | 4814-216993 | 10/07/2025 | CREDIT BELT TENSNER 1EA PATROL CAR #02-17 | 001-02-2035 | -62.22 |
| O'REILLY AUTOMOTIVE INC | 4814-216998 | 10/07/2025 | CORE CHARGE (BATTERY) - GRASS HOPPER MOWER (PARK) | 001-03-2006 | 22.00 |
| O'REILLY AUTOMOTIVE INC | 4814-216998 | 10/07/2025 | CORE EXCH. (BATTERY) - GRASS HOPPER MOWER (PARK) | 5 001-03-2006 | -22.00 |
| O'REILLY AUTOMOTIVE INC | 4814-216998 | 10/07/2025 | BATTERY 1EA GRASS HOPPER MOWER (PARK) | 001-03-2006 | 110.19 |
| O'REILLY AUTOMOTIVE INC | 4814-217063 | 10/07/2025 | LOCKING PIN 1EA OWEN'S TRAILER (PARK) | 001-03-2009 | 2.39 |
| O'REILLY AUTOMOTIVE INC | 4814-217144 | 10/21/2025 | CORE EXCHANGE (BATTERY) - PATROL CAR #04-19 | 001-02-2035 | -22.00 |
| O'REILLY AUTOMOTIVE INC | 4814-217144 | 10/21/2025 | BATTERY 1EA PATROL CAR #04-19 | 001-02-2035 | 133.02 |
| O'REILLY AUTOMOTIVE INC | 4814-217144 | 10/21/2025 | CORE CHARGE (BATTERY) - PATROL CAR #04-19 | 001-02-2035 | 22.00 |
| O'REILLY AUTOMOTIVE INC | 4814-218223 | 10/21/2025 | 1/4 SHEET A/O 1EA. (WW/S/W) | 010-30-2009 | 0.83 |
| O'REILLY AUTOMOTIVE INC | 4814-218223 | 10/21/2025 | 1/4 SHEET A/O 1EA. (WW/S/W) | 011-31-2009 | 0.83 |
| O'REILLY AUTOMOTIVE INC | 4814-218223 | 10/21/2025 | 1/4 SHEET A/O 1EA. (WW/S/W) | 021-41-2009 | 0.83 |
| O'REILLY AUTOMOTIVE INC | 4814-218236 | 10/21/2025 | FUEL/WATER SEPARATOR 1EA TRK #6 (STREET) | 021-41-2006 | 14.50 |
| O'REILLY AUTOMOTIVE INC | 4814-218236 | 10/21/2025 | OIL FILTER 1EA TRK #6 (STREET) | 021-41-2006 | 21.66 |
| O'REILLY AUTOMOTIVE INC | 4814-218236 | 10/21/2025 | HD AIR FILTER 1EA TRK #6 (STREET) | 021-41-2006 | 138.61 |
| O'REILLY AUTOMOTIVE INC | 4814-218236 | 10/21/2025 | FUEL FILTER 1EA TRK #6 (STREET) | 021-41-2006 | 13.51 |
| O'REILLY AUTOMOTIVE INC | 4814-218992 | 10/21/2025 | HD AIR FILTER 1EA 320E SKID STEER (STREET) | 021-41-2006 | 30.88 |
| O'REILLY AUTOMOTIVE INC | 4814-219457 | 10/21/2025 | 2PK. MINI BULB 1EA PATROL CAR #03-13 | 001-02-2035 | 5.00 |
| | | | Vendor O'RE2074 - O'I | REILLY AUTOMOTIVE INC Total: | 2,525.50 |
| Vendor: PACE2110 - PACE AN | ALYTICAL SERVICES INC | | | | |
| PACE ANALYTICAL SERVICES I. | . 2560234996 | 10/21/2025 | ANALYTICAL SERVICES Vendor PACE2110 - PACE A | 010-30-2040 NALYTICAL SERVICES INC Total: | 2,398.60 2,398.60 |
| Vendor: JUST2109 - PAIGE HC | WARD | | | | |
| PAIGE HOWARD | 18 | 10/01/2025 | CLEANING SVCS PUBLIC WORKS | 001-03-2004 | 176.00 |
| PAIGE HOWARD | 18 | 10/01/2025 | CLEANING SVCS PUBLIC WORKS | 001-20-2004 | 176.00 |
| PAIGE HOWARD | 18 | 10/01/2025 | CLEANING SVCS PUBLIC WORKS | 010-30-2004 | 176.00 |
| PAIGE HOWARD | 18 | 10/01/2025 | CLEANING SVCS PUBLIC WORKS | 011-31-2004 | 176.00 |
| PAIGE HOWARD | 18 | 10/01/2025 | CLEANING SVCS PUBLIC WORKS | 021-41-2004 | 176.00 |
| | | | Vendor JUS | T2109 - PAIGE HOWARD Total: | 880.00 |

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| AP Summary of Expenditures | | | | Payment Dates: 10/1/2025 | - 10/31/2025 |
|---|---------------------------------------|--------------|---|--------------------------------|--------------|
| Vendor Name | Payable Number | Post Date | Description (Item) | Account Number | Amount |
| Vendor: PHLO1797 - PHLOX KA | ΔNSΔS | | | | |
| PHLOX KANSAS | 10 07 2025 FINAL BAL. | 10/07/2025 | 2025 FALL FESTIVAL - ENTERTAINMENT 10/18 | 058-50-3073 | 800.00 |
| | | | - | ILO1797 - PHLOX KANSAS Total: | 800.00 |
| Vendor: POLY2195 - POLYDYN | FINC | | | | |
| POLYDYNE INC. | 1970641 | 10/21/2025 | CLARIFLOC C-6266X POLYMER | 010-30-2008 | 8,280.00 |
| . 02.2 | 157.00.12 | 10, 21, 2020 | | DLY2195 - POLYDYNE INC. Total: | 8,280.00 |
| Vendor: POOR2198 - POORMA | AN ALITO SLIDDI V #5 | | | | • |
| POORMAN AUTO SUPPLY #5 | 531884 | 10/07/2025 | BRAKE PAD 1EA HUSTLE BUS | 001-13-2035 | 88.57 |
| 1 0011111111111111111111111111111111111 | 331001 | 10/01/2023 | (TRANSIT) | 001 13 2033 | 00.57 |
| POORMAN AUTO SUPPLY #5 | 531884 | 10/07/2025 | OIL FILTER 1EA HUSTLE BUS | 001-13-2035 | 8.01 |
| | | | (TRANSIT) | | |
| POORMAN AUTO SUPPLY #5 | 531884 | 10/07/2025 | MOTOR OIL 4EA HUSTLE BUS (TRANSIT) | 5 001-13-2035 | 34.72 |
| POORMAN AUTO SUPPLY #5 | 532162 | 10/07/2025 | TENSIONER 1EA PATROL CAR | R 001-02-2035 | 96.51 |
| | | | #02-17 | | |
| POORMAN AUTO SUPPLY #5 | 532407 | 10/07/2025 | 1QT. 5W-20 MOTOR OIL 10EA. | 001-02-2035 | 54.10 |
| POORMAN AUTO SUPPLY #5 | 532407 | 10/07/2025 | (PD) OIL FILTER 12EA. (PD) | 001-02-2035 | 86.40 |
| POORMAN AUTO SUPPLY #5 | 532407 | 10/07/2025 | 5QT. 5W-20 MOTOR OIL 6EA. | | 154.26 |
| 1 001111111 A010 3011 E1 #3 | 332407 | 10/07/2025 | (PD) | 001-02-2033 | 134.20 |
| | | | Vendor POOR2198 - POO | ORMAN AUTO SUPPLY #5 Total: | 522.57 |
| Vendor: POST1317 - POSTALO | CITY BY BROADSTROKE, INC. | | | | |
| POSTALOCITY BY BROADSTRO | · · · · · · · · · · · · · · · · · · · | 10/01/2025 | POSTAL SVC SEPT 2025 | 001-10-2040 | 1,975.15 |
| POSTALOCITY BY BROADSTRO | . 10 01 2025 ACH | 10/01/2025 | POSTAL SVC SEPT 2025 | 010-30-2004 | 316.03 |
| POSTALOCITY BY BROADSTRO | | 10/01/2025 | POSTAL SVC SEPT 2025 | 010-30-2011 | 434.54 |
| POSTALOCITY BY BROADSTRO | . 10 01 2025 ACH | 10/01/2025 | POSTAL SVC SEPT 2025 | 011-31-2004 | 316.03 |
| POSTALOCITY BY BROADSTRO | . 10 01 2025 ACH | 10/01/2025 | POSTAL SVC SEPT 2025 | 011-31-2011 | 908.58 |
| | | | Vendor POST1317 - POSTALOCITY | Y BY BROADSTROKE, INC. Total: | 3,950.33 |
| Vendor: POWE2214 - POWERP | PLAN | | | | |
| POWERPLAN | 2545240 | 10/21/2025 | ISOLATOR 1EA 320E SKID | 021-41-2006 | 76.83 |
| | | | STEER (STREET) | <u> </u> | |
| | | | Vendor P | POWE2214 - POWERPLAN Total: | 76.83 |
| Vendor: PRAD1982 - PRADO C | ONSTRUCTION | | | | |
| PRADO CONSTRUCTION | 10 21 2025 PAY APP. 03 - SID | 10/16/2025 | PROJECT: BROADWAY / S. | 036-56-2087 | 7,130.10 |
| | | | MAIN SIDEWALKS | | |
| | | | Vendor PRAD1982 | - PRADO CONSTRUCTION Total: | 7,130.10 |
| Vendor: PRIC2232 - PRICHARD | ANIMAL HOSPITAL PA | | | | |
| PRICHARD ANIMAL HOSPITAL . | 8065 | 10/21/2025 | BLOODWORK - CELL VOLUME/TOTAL PROTEIN 09/29/2025 | 001-02-2047 | 30.00 |
| PRICHARD ANIMAL HOSPITAL . | 8611 | 10/21/2025 | CANINE GASTROENTERIC MEDS 10/16/2025 | 001-02-2047 | 112.99 |
| | | | | RD ANIMAL HOSPITAL PA Total: | 142.99 |
| Vandar: DBOE3100 DBOEESSI | ONAL ENGINEERING CONSULTA | NTC | | | |
| PROFESSIONAL ENGINEERING | | 10/07/2025 | PROJECT: 2025 STREET | 097-66-3001 | 1,943.25 |
| THOTESSION IE ENGINEERING. | . 133333 | 10/01/2023 | IMPROVEMENTS | 037 00 3001 | 1,3 13.23 |
| PROFESSIONAL ENGINEERING | . 459515 | 10/07/2025 | PROJECT: 2025 STREET | 097-66-3001 | 1,368.25 |
| PROFESSIONAL ENGINEERING | . 535499 | 10/07/2025 | IMPROVEMENTS MONTHLY RETAINER - CITY | 010-30-2040 | 66.68 |
| THOTESSIONAL ENGINEERING. | . 555-55 | 10/07/2025 | ENGINEER | 010 30 2040 | 00.00 |
| PROFESSIONAL ENGINEERING | . 535499 | 10/07/2025 | MONTHLY RETAINER - CITY | 011-31-2040 | 66.66 |
| DDOEECCIONIAL ENCINEEDING | E2E400 | 10/07/2025 | ENGINEER | 021 41 2040 | 66.66 |
| PROFESSIONAL ENGINEERING | . ววว433 | 10/07/2025 | MONTHLY RETAINER - CITY ENGINEER | 021-41-2040 | 66.66 |
| PROFESSIONAL ENGINEERING | . 535530 | 10/07/2025 | PROJECT: COWSKIN CREEK - | 014-34-2080 | 2,288.75 |
| | | | SARAH LN. DESIGN / PERMIT Vendor PROF2109 - PROFESSIONAL ENG | INFERING CONSULTANTS Total: | 5,800.25 |
| | | | | | 3,000.23 |

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| AP Summary of Expenditures | | | | Payment Dates: 10/1/2025 | i - 10/31/2025 |
|-----------------------------|--------------------|------------|---|--------------------------------|----------------|
| Vendor Name | Payable Number | Post Date | Description (Item) | Account Number | Amount |
| Vendor: RAYL2316 - RAY LINE | SEY COMPANY | | | | |
| RAY LINDSEY COMPANY | 2025112 | 10/21/2025 | LUTZ-JESCO 39121 DIAPHRAGM KIT 2EA. (WATER | 011-31-2006) | 149.10 |
| RAY LINDSEY COMPANY | 2025112 | 10/21/2025 | LUTZ-JESCO DOSING HEAD SPARE PART KIT 2EA. (WATER) | 011-31-2006 | 606.75 |
| | | | Vendor RAYL2316 | - RAY LINDSEY COMPANY Total: | 755.85 |
| Vendor: REAM1274 - REAMS | SPRINKLER SUPPLY | | | | |
| REAMS SPRINKLER SUPPLY | 0023343243-001 | 10/07/2025 | 30LB./BAG DYLOX GRUB TREATMENT 31EA. (PARK) | 001-03-2045 | 2,061.50 |
| REAMS SPRINKLER SUPPLY | 0023343243-001 | 10/07/2025 | FUEL CHARGE | 001-03-2045 | 30.00 |
| | | | Vendor REAM1274 - R | EAMS SPRINKLER SUPPLY Total: | 2,091.50 |
| Vendor: ZOOK1968 - REBEKA | H R. ZOOK | | | | |
| REBEKAH R. ZOOK | 10 21 2025 A | 10/21/2025 | REFEREE VOLLEYBALL 2 HRS. 10/08/2025 | 030-50-1250 | 50.00 |
| | | | Vendor ZOOK | (1968 - REBEKAH R. ZOOK Total: | 50.00 |
| Vendor: REDE2328 - RED EQU | IIPMENT. LLC. | | | | |
| RED EQUIPMENT, LLC. | W00837 | 10/21/2025 | MOBILE REPAIR CHARGE | 021-41-2006 | 840.00 |
| RED EQUIPMENT, LLC. | W00837 | 10/21/2025 | SHOP SUPPLIES | 021-41-2006 | 50.00 |
| RED EQUIPMENT, LLC. | W00837 | 10/21/2025 | COMPUTER DIAGNOSTIC CHARGE | 021-41-2006 | 100.00 |
| RED EQUIPMENT, LLC. | W00837 | 10/21/2025 | MOBILE REPAIR: 2017 RAVO STREET SWEEPER 08/25/2025 | 021-41-2006 | 2,062.50 |
| | | | | 8 - RED EQUIPMENT, LLC. Total: | 3,052.50 |
| Vendor: RYAN1904 - RYAN CF | RAIG | | | | |
| RYAN CRAIG | 10 07 2025 A | 10/07/2025 | REFEREE SOCCER 2 HRS. 09/27/2025 | 030-50-1250 | 36.00 |
| RYAN CRAIG | 10 07 2025 B | 10/07/2025 | REFEREE SOCCER 2 HRS. 10/04/2025 | 030-50-1250 | 36.00 |
| RYAN CRAIG | 10 21 2025 A | 10/21/2025 | REFEREE SOCCER 2 HRS. 10/11/2025 | 030-50-1250 | 36.00 |
| | | | Vendor | RYAN1904 - RYAN CRAIG Total: | 108.00 |
| Vendor: RYKE2149 - RYKER A | THERTON | | | | |
| RYKER ATHERTON | 10 07 2025 A | 10/07/2025 | REFEREE SOCCER 2 HRS. 09/27/2025 | 030-50-1250 | 30.00 |
| RYKER ATHERTON | 10 07 2025 B | 10/07/2025 | REFEREE SOCCER 3 HRS. 10/04/2025 | 030-50-1250 | 45.00 |
| | | | Vendor RYKE | 2149 - RYKER ATHERTON Total: | 75.00 |
| Vendor: SALT2447 - SALTUS T | ECHNOLOGIES | | | | |
| SALTUS TECHNOLOGIES | 2510-33 | 10/21/2025 | SHIPPING & HANDLING | 001-02-2006 | 15.00 |
| SALTUS TECHNOLOGIES | 2510-33 | 10/21/2025 | L-TRON LICENSE SCANNER CABLE 1EA. (PD) | 001-02-2006 | 33.75 |
| | | | | - SALTUS TECHNOLOGIES Total: | 48.75 |
| Vendor: SAMA0180 - SAM AR | NOLD | | | | |
| SAM ARNOLD | JUNE 2025 | 06/03/2025 | CELL PHONE REIMBURSEMENT | Г 001-21-2002 | 35.00 |
| SAM ARNOLD | OCT 2025 | 10/01/2025 | CELL PHONE REIMBURSEMENT | Г 001-21-2002 | 35.00 |
| | | | Vendor S | AMA0180 - SAM ARNOLD Total: | 70.00 |
| Vendor: SAMS2448 - SAM'S C | LUB/SYNCHRONY BANK | | | | |
| SAM'S CLUB/SYNCHRONY BA. | | 10/21/2025 | MONTHLY SUPPLIES - SEPT 2025 | 001-03-2009 | 107.32 |
| SAM'S CLUB/SYNCHRONY BA. | SEPT 2025 | 10/21/2025 | MONTHLY SUPPLIES - SEPT 2025 | 001-12-2012 | 665.38 |
| SAM'S CLUB/SYNCHRONY BA. | . SEPT 2025 | 10/21/2025 | MONTHLY SUPPLIES - SEPT 2025 | 030-50-2031 | 97.52 |
| SAM'S CLUB/SYNCHRONY BA. | . SEPT 2025 | 10/21/2025 | MONTHLY SUPPLIES - SEPT 2025 | 030-50-2094 | 2,087.37 |
| SAM'S CLUB/SYNCHRONY BA. | . SEPT 2025 | 10/21/2025 | INTEREST / PROCESSING FEE | 030-50-2094 | 157.19 |
| SAM'S CLUB/SYNCHRONY BA. | . SEPT 2025 | 10/21/2025 | MONTHLY SUPPLIES - SEPT 2025 | 037-57-2012 | 33.62 |
| SAM'S CLUB/SYNCHRONY BA. | . SEPT 2025 | 10/21/2025 | MONTHLY SUPPLIES - SEPT 2025 | 058-50-2012 | 33.96 |

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| AP Summary of Expenditures | | | | Payment Dates: 10/1/202 | 5 - 10/31/2025 |
|------------------------------|----------------------------|------------|---|---------------------------------|----------------|
| Vendor Name | Payable Number | Post Date | Description (Item) | Account Number | Amount |
| SAM'S CLUB/SYNCHRONY BA | . SEPT 2025 | 10/21/2025 | MONTHLY SUPPLIES - SEPT 2025 | 099-66-3001 | 325.36 |
| | | | | S CLUB/SYNCHRONY BANK Total: | 3,507.72 |
| Vendor: SARG2454 - SARGEAN | | | | | |
| SARGEANT'S BERRY FARM | 10 15 2025 | 10/15/2025 | 2025 FALL FESTIVAL PUMPKII | _ | 800.00 |
| | | | Vendor SARG2454 - | SARGEANT'S BERRY FARM Total: | 800.00 |
| Vendor: SEAN2376 - SEAN RIN | IEHART | | | | |
| SEAN RINEHART | OCT 2025 | 10/01/2025 | CELL PHONE REIMBURSEMEN | NT 010-30-2002 | 11.67 |
| SEAN RINEHART | OCT 2025 | 10/01/2025 | CELL PHONE REIMBURSEMEN | | 11.67 |
| SEAN RINEHART | OCT 2025 | 10/01/2025 | CELL PHONE REIMBURSEMEN | _ | 11.66 |
| | | | Vendor SE | EAN2376 - SEAN RINEHART Total: | 35.00 |
| Vendor: SECU2494 - SECURITY | BANK OF KS CITY | | | | |
| SECURITY BANK OF KS CITY | 10 07 2025 | 10/07/2025 | BOND PAYMENT - COP SERIES 2015 (LESS FUNDS AVAIL.) | S 099-66-3007 | -406.71 |
| SECURITY BANK OF KS CITY | 10 07 2025 | 10/07/2025 | BOND PAYMENT - COP SERIES 2015 (INTEREST) | S 099-66-3007 | 45,443.75 |
| SECURITY BANK OF KS CITY | 10 07 2025 | 10/07/2025 | BOND PAYMENT - COP SERIES 2015 (PRINCIPAL) | S 099-66-3007 | 175,000.00 |
| | | | · · · · · · · · · · · · · · · · · · · | SECURITY BANK OF KS CITY Total: | 220,037.04 |
| Vendor: SEDG2506 - SEDGWIC | CK COLINTY ELECTRIC COOP | | | | |
| SEDGWICK COUNTY ELECTRIC | | 10/07/2025 | MONTHLY ELECTRIC SVCS | 011-31-2003 | 1,260.09 |
| SEDGWICK COUNTY ELECTRIC | SEPT 2025 - ACCT. 230500 | 10/07/2025 | WEST WELL MONTHLY ELECTRIC SVCS EAST WELL | 011-31-2003 | 229.68 |
| | | | | K COUNTY ELECTRIC COOP Total: | 1,489.77 |
| Vendor: SEDG2500 - SEDGWIC | CK COUNTY | | | | |
| SEDGWICK COUNTY | SEPT 2025 | 10/07/2025 | SEPT 2025 PRISONER HOUSIN - 228 HRS. | NG 001-06-3066 — | 649.80 |
| | | | Vendor SEDG2 | 2500 - SEDGWICK COUNTY Total: | 649.80 |
| Vendor: SELE1491 - SELECT MI | ECHANICAL, LLC | | | | |
| SELECT MECHANICAL, LLC | 4798 | 10/07/2025 | HVAC SERVICES 09/30/2025 - HAC | 030-50-2025 | 188.00 |
| | | _ | Vendor SELE1491 - | - SELECT MECHANICAL, LLC Total: | 188.00 |
| | ENTRAL KS ECONOMIC DISTRIC | | | | |
| SOUTH CENTRAL KS ECONOM. | | 10/14/2025 | CDBG HOUSING GRANT INITIA INSP 6400 S. COREY | | 2,000.00 |
| SOUTH CENTRAL KS ECONOM | 25-137 | 10/14/2025 | CDBG HOUSING GRANT INITI INSP 6540 S. MABEL | AL 084-66-3001 | 2,000.00 |
| SOUTH CENTRAL KS ECONOM | 25-137 | 10/14/2025 | CDBG HOUSING GRANT INITI INSP 6439 S. COREY | AL 084-66-3001 | 2,000.00 |
| SOUTH CENTRAL KS ECONOM | 25-137 | 10/14/2025 | CDBG HOUSING GRANT INITI INSP 6558 S. MABEL | AL 084-66-3001 | 2,000.00 |
| SOUTH CENTRAL KS ECONOM. | 25-137 | 10/14/2025 | CDBG HOUSING GRANT INITIA INSP 6421 S. COREY | AL 084-66-3001 | 2,000.00 |
| SOUTH CENTRAL KS ECONOM | 25-137 | 10/14/2025 | CDBG HOUSING GRANT INITIA INSP 6410 S. COREY | AL 084-66-3001 | 2,000.00 |
| SOUTH CENTRAL KS ECONOM. | 25-137 | 10/14/2025 | CDBG HOUSING GRANT INITIA INSP 6416 S. MABEL | AL 084-66-3001 | 2,000.00 |
| | | | Vendor SCKE2484 - SOUTH CENTRA | AL KS ECONOMIC DISTRICT Total: | 14,000.00 |
| Vendor: SOUT2604 - SOUTH C | • | 40/07/2025 | 2025 21251111111111111111111111111111111 | NT 000 00 2022 | 40 455 55 |
| SOUTH CENTRAL SEALING, LLC | . 40545 | 10/07/2025 | 2025 SIDEWALK REPLACEMENT PROJECT | _ | 40,157.90 |
| | | | Vendor SOUT2604 - SOU | TH CENTRAL SEALING, LLC. Total: | 40,157.90 |
| Vendor: STAN2643 - STANDAF | | | | | |
| STANDARD INSURANCE COM | . 10 03 2025 | 10/03/2025 | PAYROLL DEDUCTION OPTIONAL GROUP LIFE INSURANCE | 001-00-2066 | 591.91 |
| | | | | RD INSURANCE COMPANY Total: | 591.91 |

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| AP Summary of Expenditures | | | | Payment Dates: 10/1/2025 | - 10/31/2025 |
|--|----------------------|------------|--|---------------------------------|--------------|
| Vendor Name | Payable Number | Post Date | Description (Item) | Account Number | Amount |
| Vendor: STIF2666 - STIFEL, NIC STIFEL, NICOLAUS & CO., INC. | · · | 10/07/2025 | GOB - SERIES 2025 A: FINANCIAL ADVISORY FEE | 072-66-3001 | 38,802.50 |
| STIFEL, NICOLAUS & CO., INC. | M21389-48602-838 | 10/07/2025 | GOB - SERIES 2025 A: CONTINUING DISCLOSURE REVIEW | 072-66-3001 | 750.00 |
| | | | | EL, NICOLAUS & CO., INC. Total: | 39,552.50 |
| Vendor: SUMM2038 - SUMMI | T MEDIA, LLC. | | | | |
| SUMMIT MEDIA, LLC. | 664263-1 | 10/21/2025 | KFDI ADVERTISING - 2025 FAL FEST | L 058-50-3070 | 1,250.00 |
| SUMMIT MEDIA, LLC. | 664267-1 | 10/21/2025 | KFXJ ADVERTISING - 2025 FALI FEST | _ 058-50-3070 | 1,250.00 |
| | | | Vendor SUMM20 | 38 - SUMMIT MEDIA, LLC. Total: | 2,500.00 |
| Vendor: TERM2749 - TERMINI | X PROCESSING CENTER | | | | |
| TERMINIX PROCESSING CENT | 10 21 2025 | 10/21/2025 | ANNUAL TERMITE PEST CONTROL | 001-09-2040 | 452.00 |
| | | | Vendor TERM2749 - TERM | INIX PROCESSING CENTER Total: | 452.00 |
| Vendor: HOME2189 - THE HOI | ME CITY ICE COMPANY | | | | |
| THE HOME CITY ICE COMPANY | 7489252597 | 10/21/2025 | 20LB BAGGED ICE 93EA 2029 FALL FESTIVAL | 5 058-50-2009 | 546.86 |
| THE HOME CITY ICE COMPANY | 7489252597 | 10/21/2025 | DELIVERY OF ICE - 2025 FALL FESTIVAL | 058-50-2009 | 15.00 |
| | | | Vendor HOME2189 - THE I | HOME CITY ICE COMPANY Total: | 561.86 |
| Vendor: FLIP1603 - THOMAS T | | | | | |
| THOMAS THEOBALD | 10 07 2025 FINAL BAL | 10/07/2025 | 2025 FALL FESTIVAL - ENTERTAINMENT 10/18 | 058-50-3073 | 4,000.00 |
| | | | Vendor FLIP1 | 603 - THOMAS THEOBALD Total: | 4,000.00 |
| Vendor: THOR2088 - THORP C | ONTROLS | | | | |
| THORP CONTROLS | \$1704325.001 | 10/21/2025 | 873-902 LUMINAIRE DISCONNECT 25PK. (SEWER) | 010-30-2006 | 40.43 |
| THORP CONTROLS | \$1704325.002 | 10/21/2025 | AJT20 J FUSE 600V 20A 10EA. (SEWER) | 010-30-2006 | 290.40 |
| | | | , , | 2088 - THORP CONTROLS Total: | 330.83 |
| Vendor: TIME2785 - TIMES-SE | NTINEL NEWSPAPERS | | | | |
| TIMES-SENTINEL NEWSPAPERS | | 10/07/2025 | ORD. 1146: RESIDENTIAL BLDO | 6. 001-01-2014 | 53.75 |
| TIMES-SENTINEL NEWSPAPERS | 60117 | 10/07/2025 | CODE STND. 09/18/25 ORD. 1145: GEN OBLIG BOND: | 5 001 01 2014 | 112.88 |
| | | 10/07/2025 | SERIES 2025-A 09/18/25 | 5 001-01-2014 | |
| TIMES-SENTINEL NEWSPAPERS | 68118 | 10/07/2025 | NUISANCE NOTICE: 719 W. CHELSEA 09/18/2025 | 001-28-2012 | 60.00 |
| TIMES-SENTINEL NEWSPAPERS | 68119 | 10/07/2025 | NUISANCE NOTICE: 429 S. STEARNS 09/18/2025 | 001-28-2012 | 60.00 |
| TIMES-SENTINEL NEWSPAPERS | 68120 | 10/07/2025 | NUISANCE NOTICE: 317 S. HUNGERFORD AVE. 09/18/2025 | 001-28-2012 | 60.00 |
| TIMES-SENTINEL NEWSPAPERS | 68121 | 10/07/2025 | NUISANCE NOTICE: 311 S. STEARNS 09/18/2025 | 001-28-2012 | 60.00 |
| TIMES-SENTINEL NEWSPAPERS | 68122 | 10/07/2025 | NUISANCE NOTICE: 301 S. STEARNS 09/18/2025 | 001-28-2012 | 60.00 |
| TIMES-SENTINEL NEWSPAPERS | 68123 | 10/07/2025 | NUISANCE NOTICE: 156 S. SUNSET 09/18/2025 | 001-28-2012 | 60.00 |
| TIMES-SENTINEL NEWSPAPERS | 68124 | 10/07/2025 | NUISANCE NOTICE: 139 S. | 001-28-2012 | 60.00 |
| TIMES-SENTINEL NEWSPAPERS | 68255 | 10/21/2025 | STEARNS 09/18/2025 NUISANCE NOTICE: 145 N. | 001-28-2012 | 60.00 |
| | | | MOY ST. 10/02/2025 Vendor TIME2785 - TIME | S-SENTINEL NEWSPAPERS Total: | 646.63 |
| Vendor: TONY3004 - TONY &/ | OR SIERRA WHITMORE | | | | |
| TONY &/OR SIERRA WHITMO | | 06/25/2024 | BUILD HAYSVILLE PAYMENT | 001-00-5017 | 592.52 |
| | | | Vendor TONY3004 - TONY | &/OR SIERRA WHITMORE Total: | 592.52 |

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| AP Summary of Expenditures | Payment Dates: 10/1/2025 - 10/31/2025 |
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|--|-------------------------|------------|--|--------------------------------|----------|
| Vendor Name | Payable Number | Post Date | Description (Item) | Account Number | Amount |
| Vendor: TRAC2804 - TRACY E | LECTRIC INC | | | | |
| TRACY ELECTRIC INC | 1859 | 10/07/2025 | TRENDNET TI-PG541 5 PORT POE SWITCH 1EA. | 010-30-2006 | 385.65 |
| TRACY ELECTRIC INC | 1859 | 10/07/2025 | S/C 08/20/2025 ROTARY PRESS BLDG SFP MODULE | 5 010-30-2006 | 85.00 |
| TRACY ELECTRIC INC | 1874 | 10/07/2025 | S/C 8/20/2025 WWTP NORTH MIXER STARTER REPAIR | 010-30-2006 | 255.00 |
| TRACY ELECTRIC INC | 1874 | 10/07/2025 | INTERLOCK KIT 1EA. | 010-30-2006 | 160.20 |
| TRACY ELECTRIC INC | 1874 | 10/07/2025 | NEMA 2 OPEN 120VAC COIL 1EA. | 010-30-2006 | 952.50 |
| TRACY ELECTRIC INC | 1923 | 10/07/2025 | WIN911 PREMIUM NOTIFICATION SYSTEM | 010-30-2006 | 1,012.50 |
| TRACY ELECTRIC INC | 1923 | 10/07/2025 | WIN911 PREMIUM NOTIFICATION SYSTEM | 011-31-2006 | 1,012.50 |
| TRACY ELECTRIC INC | 1926 | 10/07/2025 | S/C 09/04/2025 PLC TESTING / RESET | 010-30-2006 | 85.00 |
| TRACY ELECTRIC INC | 1927 | 10/21/2025 | S/C 09/04/2025 PLC ANALOG CARD WIRING | 011-31-2006 | 85.00 |
| | | | Vendor TRAC28 | 04 - TRACY ELECTRIC INC Total: | 4,033.35 |
| Vandar: TVI E2026 TVI ED TE | CHNOLOGIES INC | | | | |
| Vendor: TYLE2836 - TYLER TECTYLER TECHNOLOGIES, INC. | 025-528590 | 10/07/2025 | SOFTWARE FEES - COMM. DEV PRO ANNUAL FEES | . 001-10-2040 | 109.38 |
| TYLER TECHNOLOGIES, INC. | 025-530965 | 10/07/2025 | UTILITY BILLING NOTIFICATIONS - SMS | 010-30-2040 | 21.80 |
| TYLER TECHNOLOGIES, INC. | 025-530965 | 10/07/2025 | UTILITY BILLING NOTIFICATIONS - CALLS | 010-30-2040 | 94.05 |
| TYLER TECHNOLOGIES, INC. | 025-530965 | 10/07/2025 | UTILITY BILLING NOTIFICATIONS - SMS | 011-31-2040 | 21.80 |
| TYLER TECHNOLOGIES, INC. | 025-530965 | 10/07/2025 | UTILITY BILLING NOTIFICATIONS - CALLS | 011-31-2040 | 94.05 |
| | | | Vendor TYLE2836 - TY | LER TECHNOLOGIES, INC. Total: | 341.08 |
| Vendor: ULTR2850 - ULTRA N | IODERN POOL & PATIO | | | | |
| ULTRA MODERN POOL & PAT. | | 10/07/2025 | BIO SILKGAURD TABS 25LBS. 1EA FOUNTAIN SUPPLIES | 036-56-3011 | 215.59 |
| | | | | MODERN POOL & PATIO Total: | 215.59 |
| Vandari INDE20EE INDED | CROUND VALUES & STORAGE | | | | |
| Vendor: UNDE2855 - UNDERG | | 10/21/2025 | MICROSOFT 26F DUSINESS | 001 31 3040 | 175.00 |
| UNDERGROUND VALUES & ST | | 10/21/2025 | MICROSOFT 365 BUSINESS STANDARD | 001-21-2040 | 175.00 |
| UNDERGROUND VALUES & ST | | 10/21/2025 | MICROSOFT 365 BUSINESS BASIC | 001-21-2040 | 504.00 |
| UNDERGROUND VAULTS & ST | A0151/3 | 10/21/2025 | MICROSOFT POWER AUTOMATE | 001-21-2040 | 15.00 |
| | | | Vendor UNDE2855 - UNDERGROU | UND VAULIS & STURAGE TOTAL: | 694.00 |
| Vendor: UNIT2861 - UNITED I | NDUSTRIES INC | | | | |
| UNITED INDUSTRIES INC | 0076993-IN | 10/07/2025 | 100LB. 1/4" X 1/2" ROCK 40EA. (POOL) | 012-32-2006 | 840.00 |
| UNITED INDUSTRIES INC | 0076993-IN | 10/07/2025 | 100LB. 1/8" X 1/4" GRAVEL 12EA. (POOL) | 012-32-2006 | 252.00 |
| UNITED INDUSTRIES INC | 0076993-IN | 10/07/2025 | 100LB. SILICA 0.45-0.55 MM SAND 80 EA. (POOL) | 012-32-2006 | 1,920.00 |
| UNITED INDUSTRIES INC | 0076993-IN | 10/07/2025 | 90" LATERALS 1EA. (POOL) | 012-32-2006 | 1,984.00 |
| | | | Vendor UNIT2861 - | UNITED INDUSTRIES INC Total: | 4,996.00 |
| Vendor: UNIT2868 - UNITED \ | WAY OF THE PLAINS | | | | |
| UNITED WAY OF THE PLAINS | 10 02 2025 | 10/02/2025 | PAYROLL DEDUCTION UNITED WAY | 001-00-2056 | 92.38 |
| UNITED WAY OF THE PLAINS | 10 17 2025 | 10/17/2025 | PAYROLL DEDUCTION UNITED WAY | 001-00-2056 | 52.50 |
| UNITED WAY OF THE PLAINS | 10 30 2025 | 10/30/2025 | PAYROLL DEDUCTION UNITED WAY | 001-00-2056 | 45.00 |
| | | | Vendor UNIT2868 - UNI | TED WAY OF THE PLAINS Total: | 189.88 |

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| Payment Dates: 10/1/2025 - 10/31/2025 |
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| Ar Julillially of Expellultures | | | | rayillelit Dates. 10/1/2025 - 10 | /31/2023 |
|--|---------------------------|--------------------------|--|----------------------------------|--------------------|
| Vendor Name | Payable Number | Post Date | Description (Item) | Account Number | Amount |
| Vendor: USAB2887 - USA BLUI USA BLUE BOOK | E BOOK CN007627 | 10/07/2025 | CREDIT: ISOPROPYL ALCOHOL | 010-30-2008 | -187.68 |
| USA BLUE BOOK | INV00842694 | 10/07/2025 | WIPES - INV00367102 70 CT. MULTI-PURPOSE WIPES | 010-30-2012 | 241.28 |
| USA BLUE BOOK | INV00852612 | 10/21/2025 | 12EA. (SEWER) GRADE 8 HYDRANT LIFTER 1EA. (WATER) | 011-31-2012 | 174.14 |
| | | | ' | B2887 - USA BLUE BOOK Total: | 227.74 |
| Vendor: UTIL2192 - UTILITY HE | I PNFT INC | | | | |
| UTILITY HELPNET, INC. | 5069 | 10/21/2025 | SCADA SUPPORT 06/25 - 08/01/2025 | 010-30-2006 | 1,520.00 |
| UTILITY HELPNET, INC. | 5069 | 10/21/2025 | SCADA SUPPORT 06/25 - 08/01/2025 | 011-31-2006 | 1,520.00 |
| UTILITY HELPNET, INC. | 5112 | 10/21/2025 | SCADA SUPPORT 08/14 - 09/04/2025 | 010-30-2006 | 1,240.00 |
| UTILITY HELPNET, INC. | 5112 | 10/21/2025 | SCADA SUPPORT 08/14 - 09/04/2025 | 011-31-2006 | 1,240.00 |
| | | | Vendor UTIL2192 | - UTILITY HELPNET, INC. Total: | 5,520.00 |
| Vendor: VERI2920 - VERIZON \ | WIRELESS | | | | |
| VERIZON WIRELESS | 6124348323 | 10/01/2025 | WIRELESS SVCS POLICE DEPT. | 001-02-2040 | 521.66 |
| VERIZON WIRELESS | 6124906965 | 10/21/2025 | 316-670-7651 MI-FI XPRO - HAYSVILLE CHAMBER | 001-00-5013 | 40.01 |
| VERIZON WIRELESS | 6124906965 | 10/21/2025 | 316-529-2461 HAYSVILLE CHAMBER PHONE | 001-00-5013 | 41.55 |
| VERIZON WIRELESS | 6124906965 | 10/21/2025 | 316-680-3572 PARK SPRVSR. IPHONE | 001-03-2002 | 41.55 |
| VERIZON WIRELESS | 6124906965 | 10/21/2025 | 316-285-8133 PLANNING/ZONING JETPACK | 001-04-2004 | 40.01 |
| VERIZON WIRELESS | 6124906965 | 10/21/2025 | 316-755-6738 TRANSIT SYSTEM IPAD #2 | 001-13-2004 | 40.01 |
| VERIZON WIRELESS | 6124906965 | 10/21/2025 | 316-322-5433 TRANSIT SYSTEM IPAD #3 | 001-13-2004 | 40.01 |
| VERIZON WIRELESS | 6124906965 | 10/21/2025 | 316-612-7023 TRANSIT SYSTEM PHONE | 001-13-2004 | 41.55 |
| VERIZON WIRELESS | 6124906965 | 10/21/2025 | 316-358-8376 INSPECTION IPAD | 001-20-2002 | 40.01 |
| VERIZON WIRELESS | 6124906965 | 10/21/2025 | 316-249-4879 CODE ENFORCEMENT IPAD | 001-20-2002 | 40.01 |
| VERIZON WIRELESS VERIZON WIRELESS | 6124906965 | 10/21/2025 | 316-680-8909 CITY INSPECTOR IPHONE 316-369-0403 GIS ADMIN. | | 41.55 13.33 |
| | 6124906965 | 10/21/2025 | IPAD | 010-30-2002 | 13.33 |
| VERIZON WIRELESS VERIZON WIRELESS | 6124906965 6124906965 | 10/21/2025 10/21/2025 | 316-213-0665 M8800 JETPACK (SHARED) 316-208-6054 PW ASST | 010-30-2002 | 25.77 |
| VERIZON WIRELESS | 6124906965 | 10/21/2025 | DIRECTOR PHONE 316-243-6380 SEWER IPAD | 010-30-2002 | 40.01 |
| VERIZON WIRELESS | 6124906965 | 10/21/2025 | 316-680-0343 SEWER | 010-30-2002 | 40.01 |
| VERIZON WIRELESS | 6124906965 | 10/21/2025 | OPERATOR IPAD 316-680-5785 SEWER | 010-30-2002 | 40.01 |
| VERIZON WIRELESS | 6124906965 | 10/21/2025 | OPERATOR IPAD 316-680-7976 SEWER | 010-30-2002 | 40.01 |
| VERIZON WIRELESS | 6124906965 | 10/21/2025 | OPERATOR IPAD 316-617-7696 PW DIRECTOR | 010-30-2002 | 13.33 |
| | | | IPAD | | 13.33 |
| VERIZON WIRELESS VERIZON WIRELESS | 6124906965 6124906965 | 10/21/2025 10/21/2025 | 316-680-0116 ELECTRICIAN IPAD 316-867-8569 PW DIRECTOR | 010-30-2002 010-30-2002 | 13.33 |
| VERIZON WIRELESS VERIZON WIRELESS | 6124906965 | 10/21/2025 | IPHONE 316-680-6809 PW DIRECTOR | 010-30-2002 | 13.85 |
| VERIZON WIRELESS | 6124906965 | 10/21/2025 | IPHONE 316-932-2708 SEWER | 010-30-2002 | 40.01 |
| VENIZON WINCLESS | 012400000 | 10/21/2023 | OPERATOR IPAD | 010 30-2002 | -1 0.01 |

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| AP Summary of Expenditures | | | | Payment Dates: 10/1/2025 - | 10/31/2025 |
|-------------------------------------|---------------------|------------|---|-------------------------------|------------|
| Vendor Name Payable | Number | Post Date | Description (Item) | Account Number | Amount |
| VERIZON WIRELESS 6124906 | 965 | 10/21/2025 | 316-680-5246 WASTEWATER SPRVSR, IPHONE | 010-30-2002 | 41.55 |
| VERIZON WIRELESS 6124906 | 965 | 10/21/2025 | 316-204-1185 SEWER ON CALL PHONE | 010-30-2002 | 51.55 |
| VERIZON WIRELESS 6124906 | 965 | 10/21/2025 | 316-680-6896 WATER SPRVSR. IPHONE | 011-31-2002 | 41.55 |
| VERIZON WIRELESS 6124906 | 965 | 10/21/2025 | 316-617-7696 PW DIRECTOR IPAD | 011-31-2002 | 13.34 |
| VERIZON WIRELESS 6124906 | 965 | 10/21/2025 | 316-680-6809 PW DIRECTOR IPHONE | 011-31-2002 | 13.85 |
| VERIZON WIRELESS 6124906 | 965 | 10/21/2025 | 316-208-6054 PW ASST DIRECTOR PHONE | 011-31-2002 | 25.78 |
| VERIZON WIRELESS 6124906 | 965 | 10/21/2025 | 316-369-0403 GIS ADMIN. IPAD | 011-31-2002 | 13.34 |
| VERIZON WIRELESS 6124906 | 965 | 10/21/2025 | 316-867-8569 PW DIRECTOR | 011-31-2002 | 13.34 |
| VERIZON WIRELESS 6124906 | 965 | 10/21/2025 | 316-680-0116 ELECTRICIAN | 011-31-2002 | 13.34 |
| VERIZON WIRELESS 6124906 | 965 | 10/21/2025 | 316-391-9668 WATER TOWER MODEM | 011-31-2002 | 40.01 |
| VERIZON WIRELESS 6124906 | 965 | 10/21/2025 | 316-680-8135 WATER OPERATOR IPAD | 011-31-2002 | 40.01 |
| VERIZON WIRELESS 6124906 | 965 | 10/21/2025 | 316-680-8406 WATER OPERATOR IPAD | 011-31-2002 | 40.01 |
| VERIZON WIRELESS 6124906 | 965 | 10/21/2025 | 316-680-8441 WATER OPERATOR IPAD | 011-31-2002 | 40.01 |
| VERIZON WIRELESS 6124906 | 965 | 10/21/2025 | 316-680-9005 WATER OPERATOR IPAD | 011-31-2002 | 40.01 |
| VERIZON WIRELESS 6124906 | 965 | 10/21/2025 | 316-210-3238 WATER ON CALL PHONE | 011-31-2002 | 51.55 |
| VERIZON WIRELESS 6124906 | 965 | 10/21/2025 | 316-358-8146 WATER IPAD | 011-31-2002 | 40.01 |
| VERIZON WIRELESS 6124906 | 965 | 10/21/2025 | 316-213-0665 M8800 JETPACK (SHARED) | 011-31-2002 | 13.34 |
| VERIZON WIRELESS 6124906 | 965 | 10/21/2025 | 316-617-7696 PW DIRECTOR IPAD | 021-41-2002 | 13.34 |
| VERIZON WIRELESS 6124906 | 965 | 10/21/2025 | 316-680-0116 ELECTRICIAN IPAD | 021-41-2002 | 13.34 |
| VERIZON WIRELESS 6124906 | 965 | 10/21/2025 | 316-867-8569 PW DIRECTOR IPHONE | 021-41-2002 | 13.34 |
| VERIZON WIRELESS 6124906 | 965 | 10/21/2025 | 316-680-6809 PW DIRECTOR IPHONE | 021-41-2002 | 13.85 |
| VERIZON WIRELESS 6124906 | 965 | 10/21/2025 | 316-369-0403 GIS ADMIN. IPAD | 021-41-2002 | 13.34 |
| VERIZON WIRELESS 6124906 | 965 | 10/21/2025 | 316-680-4249 STREET SPRVSR. IPHONE | 021-41-2002 | 41.55 |
| VERIZON WIRELESS 6124906 | 965 | 10/21/2025 | 316-213-0665 M8800 JETPACK (SHARED) | 021-41-2002 | 13.34 |
| VERIZON WIRELESS 6124906 | 965 | 10/21/2025 | 316-655-9870 LATCHKEY - OATVILLE ELEM. | 030-50-2094 | 41.55 |
| VERIZON WIRELESS 6124906 | 965 | 10/21/2025 | 316-655-9868 LATCHKEY - NELSON ELEM. | 030-50-2094 | 41.55 |
| VERIZON WIRELESS 6124906 | 965 | 10/21/2025 | 316-655-9869 LATCHKEY - RUTH CLARK ELEM. | 030-50-2094 | 41.55 |
| VERIZON WIRELESS 6124906 | 965 | 10/21/2025 | 316-655-9871 LATCHKEY - REX ELEM. | 030-50-2094 | 41.55 |
| VERIZON WIRELESS 6124906 | 965 | 10/21/2025 | 316-558-1045 LATCHKEY - PRAIRIE ELEM. | 030-50-2094 | 41.55 |
| VERIZON WIRELESS 6124906 | 965 | 10/21/2025 | 316-655-9867 LATCHKEY - FREEMAN ELEM. | 030-50-2094 | 41.55 |
| | | | Vendor VERI29 | 920 - VERIZON WIRELESS Total: | 2,138.23 |
| Vendor: WAST2962 - WASTE CONNECTION | ONS OF KANSAS, INC. | | | | |
| WASTE CONNECTIONS OF KA SEPT 202 | 25 | 10/07/2025 | MONTHLY TRASH SVC 706 SARAH LN. (RIGGS) | 001-03-2012 | 399.71 |

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| AP Summary of Expenditures | | | | Payment Dates: 10/1/2025 | - 10/31/2025 |
|-----------------------------|----------------------------|------------|--|---|---------------------------|
| Vendor Name | Payable Number | Post Date | Description (Item) | Account Number | Amount |
| WASTE CONNECTIONS OF KA | • | 10/07/2025 | MONTHLY TRASH SVC 200 W GRAND (CITY HALL) | | 119.55 |
| WASTE CONNECTIONS OF KA | . SEPT 2025 | 10/07/2025 | MONTHLY TRASH SVC 130 E 2ND ST. (COMM BLD) | . 001-09-2040 | 206.39 |
| WASTE CONNECTIONS OF KA | SEPT 2025 | 10/07/2025 | MONTHLY TRASH SVC 105 N MAIN (VICKERS) | . 001-09-2079 | 14.77 |
| WASTE CONNECTIONS OF KA | . SEPT 2025 | 10/07/2025 | MONTHLY TRASH SVC 160 E KARLA (SR CNTR) | 001-12-2003 | 329.44 |
| WASTE CONNECTIONS OF KA | . SEPT 2025 | 10/07/2025 | MONTHLY TRASH SVC 428 S. JANE (ROLL OFF) | . 010-30-2040 | 9,942.68 |
| WASTE CONNECTIONS OF KA | . SEPT 2025 | 10/07/2025 | MONTHLY TRASH SVC 401 S. JANE (PW SHOP) | . 010-30-2040 | 60.59 |
| WASTE CONNECTIONS OF KA | . SEPT 2025 | 10/07/2025 | MONTHLY TRASH SVC 428 S JANE (PW) | . 010-30-2040 | 84.79 |
| WASTE CONNECTIONS OF KA | . SEPT 2025 | 10/07/2025 | MONTHLY TRASH SVC 200 W GRAND (CITY HALL) | V. 010-30-2040 | 119.55 |
| WASTE CONNECTIONS OF KA | . SEPT 2025 | 10/07/2025 | MONTHLY TRASH SVC 401 S. JANE (PW SHOP) | . 011-31-2040 | 60.59 |
| WASTE CONNECTIONS OF KA | . SEPT 2025 | 10/07/2025 | MONTHLY TRASH SVC 200 W GRAND (CITY HALL) | V. 011-31-2040 | 119.60 |
| WASTE CONNECTIONS OF KA | . SEPT 2025 | 10/07/2025 | MONTHLY TRASH SVC 428 S. JANE (PW) | . 011-31-2040 | 84.77 |
| WASTE CONNECTIONS OF KA | . SEPT 2025 | 10/07/2025 | MONTHLY TRASH SVC 401 S. JANE (PW SHOP) | | 60.60 |
| WASTE CONNECTIONS OF KA | . SEPT 2025 | 10/07/2025 | MONTHLY TRASH SVC 428 S. JANE (PW) | . 021-41-2040 | 84.77 |
| WASTE CONNECTIONS OF KA | . SEPT 2025 | 10/07/2025 | MONTHLY TRASH SVC 523 SARAH LN. (HAC) | 030-50-2003 | 622.48 |
| WASTE CONNECTIONS OF KA | | 10/07/2025 | MONTHLY TRASH SVC 665 W 63RD ST. (PC SPORT) | V. 030-50-2046 | 496.57 |
| WASTE CONNECTIONS OF KA | . SEPT 2025 | 10/07/2025 | MONTHLY TRASH SVC 400 W 79TH ST. S. | V. 030-50-2092 | 58.32 |
| WASTE CONNECTIONS OF KA | . SEPT 2025 | 10/07/2025 | MONTHLY TRASH SVC 401 S. JANE (SOCCER) | _ | 49.20 |
| | | Ver | ndor WAST2962 - WASTE CONNI | ECTIONS OF KANSAS, INC. Total: | 12,914.37 |
| Vendor: CITY2110 - WAYMAN | | | | | |
| WAYMAN AND COMPANY, LLC | | 10/01/2025 | CLEANING SVCS VICKER'S BLDG. | 001-09-2040 | 110.00 |
| WAYMAN AND COMPANY, LLC | | 10/01/2025 | CLEANING SVCS CITY HALL | 001-09-2040 | 750.00 |
| WAYMAN AND COMPANY, LLC | | 10/01/2025 | CLEANING SVCS SENIOR CENTER | 001-12-2040 | 650.00 |
| WAYMAN AND COMPANY, LLC | 32042016434 | 10/01/2025 | CLEANING SVCS COMMUNITY BLDG. | 001-09-2040 | 150.00 |
| WAYMAN AND COMPANY, LLC | 32042016435 | 10/01/2025 | CLEANING SVCS POLIC Vendor CITY2110 - WAYN | 001-09-2040 MAN AND COMPANY, LLC. Total: | 350.00 2,010.00 |
| Vendor: WICH3015 - WICHITA | CHILDREN'S THEATER & DANCE | E CENTER | | | |
| WICHITA CHILDREN'S THEATER | | 10/15/2025 | PERFORMANCE: THREE LITTLE PIGS 10/18/2025 | 058-50-3073 | 750.00 |
| | | Vendor WIC | | HEATER & DANCE CENTER Total: | 750.00 |
| Vendor: WICH1615 - WICHITA | PEST CONTROLS, LLC. | | | | |
| WICHITA PEST CONTROLS, LLC. | · | 10/07/2025 | PEST CONTROL SVCS PUBLIC WORKS | 001-03-2004 | 23.75 |
| WICHITA PEST CONTROLS, LLC. | . 31206 | 10/07/2025 | PEST CONTROL SVCS PUBLIC WORKS | 010-30-2004 | 23.75 |
| WICHITA PEST CONTROLS, LLC. | . 31206 | 10/07/2025 | PEST CONTROL SVCS PUBLIC | 011-31-2004 | 23.75 |

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WICHITA PEST CONTROLS, LLC. 31206

WORKS

WORKS

PEST CONTROL SVCS. - PUBLIC 021-41-2004

Vendor WICH1615 - WICHITA PEST CONTROLS, LLC. Total:

23.75

95.00

| AP Summary of Expenditures | Payment Dates: 10/1/2025 - 10/31/2025 |
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| Ar Julillary of Expellultures | | rayment bates. 10/1/2025 | - 10/31/2023 |
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| Vendor Name Payable N | lumber Post Date | Description (Item) Account Number | Amount |
| Vendor: WICH3034 - WICHITA PUMP & SI | JPPLY CO INC | | |
| WICHITA PUMP & SUPPLY CO 25-0935 | 10/21/2025 | IRRIGATION CONTROLLER 1EA. 001-03-2045 - DORNER PARK | 205.85 |
| | | Vendor WICH3034 - WICHITA PUMP & SUPPLY CO INC Total: | 205.85 |
| Vendor: WICH3048 - WICHITA WINWATE | R WORKS | | |
| WICHITA WINWATER WORKS 262279 02 | 10/07/2025 | 1"X300' POLY TUBING 250PSI 011-31-2009 300FT. (WATER) | 264.00 |
| WICHITA WINWATER WORKS 262309 02 | 10/07/2025 | 6" MJ GASKET / T-BOLT PK. 011-31-2009 2EA. (WATER) | 63.00 |
| WICHITA WINWATER WORKS 262309 02 | 10/07/2025 | 6" MJ RESILIENT GATE VALVE 011-31-2009 OL 1EA. (WATER) | 1,074.96 |
| WICHITA WINWATER WORKS 262309 02 | 10/07/2025 | 6" MJ SSB ACCESSORY SET FOR 011-31-2009 FITTING 1EA. (WATER) | 45.50 |
| WICHITA WINWATER WORKS 262345 02 | 10/07/2025 | 27" - 37" SIGMA SCREW TYPE 011-31-2009 VALVE BOX 2EA. (WATER) | 317.76 |
| WICHITA WINWATER WORKS 262345 02 | 10/07/2025 | DUCTILE X PLASTIC COUPLING 011-31-2009 2EA. (WATER) | 35.72 |
| WICHITA WINWATER WORKS 262345 02 | 10/07/2025 | 6" CI/PL - CI/PL COUPLING 1EA. 011-31-2009 (WATER) | 17.86 |
| WICHITA WINWATER WORKS 262345 02 | 10/07/2025 | 6" CLAY X C" CI/PL COUPLING 011-31-2009 1EA. (WATER) | 17.86 |
| WICHITA WINWATER WORKS 262349 02 | 10/07/2025 | 6" CI/PL - CI/PL COUPLING 2EA. 011-31-2009 (WATER) | 35.72 |
| WICHITA WINWATER WORKS 262349 02 | 10/07/2025 | DWV 2-WAY CLEANOUT TEE 011-31-2009 1EA. (WATER) | 251.62 |
| WICHITA WINWATER WORKS 262402 02 | 10/21/2025 | MECHANICAL JOINT 011-31-2009 ACCESSORY PACK 2EA | 67.20 |
| WICHITA WINWATER WORKS 262402 02 | 10/21/2025 | 18X40 EXT RING MB1836 1EA. 011-31-2009 (WATER) | 228.20 |
| WICHITA WINWATER WORKS 262402 02 | 10/21/2025 | 4"X6' DUCTILE IRON PIPE TC/CL 011-31-2009 1EA. (WATER) | 653.21 |
| WICHITA WINWATER WORKS 262406 02 | 10/21/2025 | 4" UNIFLANGE W/ GASKET 011-31-2009 1EA. (WATER) | 55.77 |
| | | Vendor WICH3048 - WICHITA WINWATER WORKS Total: | 3,128.38 |
| Vendor: WILK3058 - WILKS UNDERGROUI | ND UTILITIES | | |
| WILKS UNDERGROUND UTILIT 0356-25 | 10/07/2025 | BORE / PULL WATER LINE - 011-31-2040 1340 E. 71ST ST. S. | 1,075.00 |
| | | Vendor WILK3058 - WILKS UNDERGROUND UTILITIES Total: | 1,075.00 |
| Vendor: WILL2177 - WILLIAM CRIDER | | | |
| WILLIAM CRIDER 10 15 202 | 5 10/15/2025 | 2025 FALL FEST - MUSICAL 058-50-3073 ENTERTAINMENT 10/18/2025 | 2,500.00 |
| | | Vendor WILL2177 - WILLIAM CRIDER Total: | 2,500.00 |
| Vendor: WILL3061 - WILLIAMS JANITORIA | AL SUPPLY | | |
| WILLIAMS JANITORIAL SUPPLY 0686962- | N 10/07/2025 | LESS ORDER DISCOUNT 030-50-2009 | -2.19 |
| WILLIAMS JANITORIAL SUPPLY 0686962- | N 10/07/2025 | 1 GAL. LIVE BACTERIA CLEANER 030-50-2009 1EA. (HAC) | 21.85 |
| WILLIAMS JANITORIAL SUPPLY 0687960- | N 10/21/2025 | FOAMING PEARLUX SOAP LITE 030-50-2009 2EA. (HAC) | 45.78 |
| WILLIAMS JANITORIAL SUPPLY 0687960- | N 10/21/2025 | HYDROGEN PEROXIDE 030-50-2009 CLEANER 1 CASE (HAC) | 140.55 |
| WILLIAMS JANITORIAL SUPPLY 0687960- | N 10/21/2025 | LESS ORDER DISCOUNT 030-50-2009 | -4.58 |
| WILLIAMS JANITORIAL SUPPLY 0688438- | N 10/21/2025 | XL BLACK NITRILE GLOVES 6EA. 001-03-2009 - FALL FEST (PARK) | 45.60 |
| WILLIAMS JANITORIAL SUPPLY 0688438- | N 10/21/2025 | 2PK. URINAL SCREEN 5EA 001-03-2009 FALL FEST (PARK) | 36.85 |
| WILLIAMS JANITORIAL SUPPLY 0688438- | N 10/21/2025 | BLACK TRIGGER SPRAYER 8EA. 001-03-2009 - FALL FEST (PARK) | 10.32 |
| WILLIAMS JANITORIAL SUPPLY 0688438- | N 10/21/2025 | 32OZ. ROUND EMBOSSED CS 001-03-2009 8EA FALL FEST (PARK) | 9.04 |
| WILLIAMS JANITORIAL SUPPLY 0688438- | N 10/21/2025 | LESS ORDER DISCOUNT 001-03-2009 | -4.72 |
| | | Vendor WILL3061 - WILLIAMS JANITORIAL SUPPLY Total: | 298.50 |

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| AP Summary o | f Expenditures |
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| Vendor Name | Payable Number | Post Date | Description (Item) | Account Number | Amount | | |
|-----------------------------|---|------------|---|---------------------------------|--------------|--|--|
| Vendor: XERO1318 - XEROX F | Vendor: XERO1318 - XEROX FINANCIAL SERVICES | | | | | | |
| XEROX FINANCIAL SERVICES | 40977947 | 10/01/2025 | MODEL: C8145 POLICE DEPT. COPIER | 001-02-2040 | 125.33 | | |
| XEROX FINANCIAL SERVICES | 40977947 | 10/01/2025 | MODEL: C8145 CITY HALL BSMNT. COPIER | 001-10-2040 | 250.65 | | |
| XEROX FINANCIAL SERVICES | 40977947 | 10/01/2025 | MODEL: HPLJP3015 CITY HALL CITY CLRK. PRINTER | 001-10-2040 | 12.53 | | |
| XEROX FINANCIAL SERVICES | 40977947 | 10/01/2025 | MODEL: DELL 1130N CITY HALI ACCTG. CLERK PRINTER | _ 001-10-2040 | 12.53 | | |
| XEROX FINANCIAL SERVICES | 40977947 | 10/01/2025 | MODEL: HPCLJ5550 CITY HALL LASER PRINTER | 001-10-2040 | 12.53 | | |
| XEROX FINANCIAL SERVICES | 40977947 | 10/01/2025 | MODEL: HPLIP2055 CITY HALL A/P CLERK PRINTER | 001-10-2040 | 12.53 | | |
| XEROX FINANCIAL SERVICES | 40977947 | 10/01/2025 | MODEL: C8145 CITY HALL COPIER | 001-10-2040 | 313.32 | | |
| XEROX FINANCIAL SERVICES | 40977947 | 10/01/2025 | MODEL: C405 CITY HALL CHEC PRINTER | K 001-10-2040 | 12.53 | | |
| XEROX FINANCIAL SERVICES | 40977947 | 10/01/2025 | MODEL: C1845 PUBLIC WORKS | 001-20-2004 | 125.33 | | |
| XEROX FINANCIAL SERVICES | 40977947 | 10/01/2025 | MODEL: ENVELOPE TRAY PW PRINTER | 001-20-2004 | 13.38 | | |
| XEROX FINANCIAL SERVICES | 40977947 | 10/01/2025 | MODEL: C8145 ACTIVITY CENTER COPIER | 099-66-3003 | 375.98 | | |
| | | | Vendor XERO1318 - XE | ROX FINANCIAL SERVICES Total: | 1,266.64 | | |
| Vendor: ZACH1941 - ZACHAR | Y STOWELL | | | | | | |
| ZACHARY STOWELL | 10 07 2025 A | 10/07/2025 | REFEREE SOCCER 1 HR. 09/27/2025 | 030-50-1250 | 21.00 | | |
| | | | | 941 - ZACHARY STOWELL Total: | 21.00 | | |
| Vendor: ZEBK2151 - ZEB KLIN | E | | | | | | |
| ZEB KLINE | 10 07 2025 A | 10/07/2025 | REFEREE SOCCER 3 HRS. 09/27/2025 | 030-50-1250 | 45.00 | | |
| ZEB KLINE | 10 07 2025 B | 10/07/2025 | REFEREE SOCCER 3 HRS. 10/04/2025 | 030-50-1250 | 45.00 | | |
| ZEB KLINE | 10 21 2025 A | 10/21/2025 | REFEREE SOCCER 3 HRS. 10/11/2025 | 030-50-1250 | 45.00 | | |
| | | | Vend | dor ZEBK2151 - ZEB KLINE Total: | 135.00 | | |
| | | | | Grand Total: | 1,242,346.14 | | |

Payment Dates: 10/1/2025 - 10/31/2025

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Report Summary

Fund Summary

| Fund | Payment Amount |
|---|----------------|
| 001 - GENERAL FUND | 532,068.83 |
| 010 - WASTEWATER FUND | 62,929.63 |
| 011 - WATER FUND | 55,529.46 |
| 012 - MUNICIPAL POOL | 7,861.50 |
| 014 - STORMWATER FUND | 2,288.75 |
| 021 - STREET FUND | 10,792.12 |
| 024 - LAW ENFORCEMENT | 1,847.76 |
| 025 - LIBRARY | 31,977.77 |
| 027 - SPECIAL LIABILITY | 5,409.55 |
| 028 - SPECIAL ALCOHOL | 217.77 |
| 030 - RECREATION DEPARTMENT | 14,060.24 |
| 032 - HAYSVILLE HISTORICAL FUND | 7.48 |
| 036 - CAPITAL IMPROVEMENTS | 106,814.25 |
| 037 - SUSTAINABILITY FUND | 10,496.95 |
| 051 - SPECIAL PARK IMPROVEMENT RESERVE FD | 331.50 |
| 058 - FALL FESTIVAL | 27,913.94 |
| 072 - GO 2025A WHEATLAN & GRAND/PLAZA | 80,322.50 |
| 081 - EQUIPMENT RESERVE FUND | 3,520.69 |
| 084 - CDBG-HOUSING GRANT | 14,000.00 |
| 092 - TRANSIENT GUEST TAX | 1,072.67 |
| 096 - SALES TAX - PARK & RECREATION | 48,832.90 |
| 097 - SALES TAX - STREET | 3,311.50 |
| 099 - SALES TAX - RECREATION | 220,738.38 |
| Grand Total: | 1,242,346.14 |

Account Summary

| Account Number | Account Name | Daymant Amazunt |
|----------------|------------------------|-----------------|
| | | Payment Amount |
| 001-00-2000 | GENERAL ACCOUNTS PA | 269.04 |
| 001-00-2010 | GENERAL FEDERAL TAX | 48,237.24 |
| 001-00-2020 | GENERAL FICA/MEDI PA | 104,532.26 |
| 001-00-2030 | GENERAL STATE TAX PA | 31,207.74 |
| 001-00-2040 | GENERAL RETIREMENT | 138,377.67 |
| 001-00-2050 | GENERAL DENTAL INS P | 20,404.63 |
| 001-00-2051 | GENERAL DFC PAYABLE | 4,309.50 |
| 001-00-2052 | GENERAL AFLAC PAYABLE | 2,000.51 |
| 001-00-2056 | GENERAL UNITED WAY | 189.88 |
| 001-00-2057 | GENERAL INCOME W/H | 6,081.36 |
| 001-00-2058 | GENERAL COLONIAL LIFE | 383.00 |
| 001-00-2060 | GENERAL PP LEGAL PAY | 33.90 |
| 001-00-2061 | GENERAL HSA PAYABLE | 2,166.66 |
| 001-00-2062 | GENERAL VSP PAYABLE | 2,237.05 |
| 001-00-2066 | GENERAL OPT GROUP LI | 591.91 |
| 001-00-2067 | GENERAL DFC ROTH PA | 5,283.00 |
| 001-00-5013 | GENERAL REIMBURSED | 81.56 |
| 001-00-5017 | GENERAL AD VALOREM | 592.52 |
| 001-00-5056 | GENERAL EMPLOYEE CO | 66,542.64 |
| 001-01-2002 | CITY CLERK TELEPHONE | 512.23 |
| 001-01-2014 | CITY CLERK LEGAL PRINT | 166.63 |
| 001-01-2015 | CITY CLERK TRG/EDUC/T | 240.48 |
| 001-02-2002 | POLICE TELEPHONE | 1,344.36 |
| 001-02-2004 | POLICE OFFICE EXPENSE | 877.44 |
| 001-02-2006 | POLICE EQUIPMENT MA | 155.08 |
| 001-02-2012 | POLICE MISCELLANEOUS | 325.00 |
| 001-02-2013 | POLICE ANIMAL CONTR | 140.04 |
| 001-02-2015 | POLICE TRAINING/EDUC | 129.25 |
| 001-02-2016 | POLICE UNIFORMS & EQ | 487.34 |
| 001-02-2035 | POLICE VEHICLE MAINT | 3,310.21 |
| | | |

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Payment Dates: 10/1/2025 - 10/31/2025

Account Summary

| | Account Summary | |
|----------------------------|--|------------------|
| Account Number | Account Name | Payment Amount |
| 001-02-2040 | POLICE CONTRACTUAL | 1,922.71 |
| 001-02-2047 | POLICE SPECIAL INVESTI | 572.10 |
| 001-03-2002 | PARK TELEPHONE | 71.97 |
| 001-03-2003 | PARK UTILITIES | 1,366.63 |
| 001-03-2004 | PARK OFFICE EXPENSE | 244.09 |
| 001-03-2006 | PARK EQUIPMENT MAIN | 170.18 |
| 001-03-2009 | PARK MATERIALS | 1,268.12 |
| 001-03-2012 | PARK MISCELLANEOUS | 794.51 |
| 001-03-2045 | PARK DORNER PARK | 2,297.35 |
| 001-03-2080 | PARK CAPITAL OUTLAY | 32,760.00 |
| 001-04-2002 | PL COMM TELEPHONE | 80.33 |
| 001-04-2004 | PL COMM OFFICE EXPEN | 151.03 |
| 001-06-1100 | MUN COURT PERSONNE | 4,298.53 |
| 001-06-2002 | MUN COURT TELEPHONE | 110.56 |
| 001-06-2012 | MUN COURT MISCELLA | 67.78 |
| 001-06-2037 | MUN COURT CT APPOIN | 1,550.00 |
| 001-06-3066 | MUN COURT JAIL FEES | 649.80 |
| 001-08-2003 | STREET LIGHT UTILITIES | 8,135.59 |
| 001-09-2003 | BLDG & GROUNDS UTILI | 2,266.78 |
| 001-09-2006 | BLDG & GROUNDS EQUI | 74.72 |
| 001-09-2009 | BLDG & GROUNDS MAT | 815.79 |
| 001-09-2025 | BLDG & GROUNDS BUILD | 223.00 |
| 001-09-2040 | BLDG & GROUNDS CON | 2,307.94 |
| 001-09-2079 | BLDG & GROUNDS HIST | 14.77 |
| 001-10-1100 | SP FUNDS PERSONNEL S | 4,300.00 |
| 001-10-2020 | SP FUNDS INSURANCE | 8,819.60 |
| 001-10-2040 | SP FUNDS CONTRACTUAL | 2,711.15 |
| 001-10-2077 | SP FUNDS SHARED OFFI | 421.45 |
| 001-12-1100 | SR CENTER PERSONNEL | 200.00 |
| 001-12-2003 | SR CENTER OFFICE EXPE | 1,701.72 |
| 001-12-2004 | SR CENTER MISCELLANE | 187.29 |
| 001-12-2012 | SR CENTER MISCELLANE | 1,062.46 |
| 001-12-2020 001-12-2040 | SR CENTER INSURANCE SR CENTER CONTRACTU | 308.39 720.00 |
| 001-12-2040 | TRANSIT OFFICE EXPENSE | 151.89 |
| 001-13-2004 | TRANSIT VEHICLE MAIN | 148.39 |
| 001-13-2033 | GEN GOVT TELEPHONE/ | 178.00 |
| 001-18-2002 | GEN GOVT TEELFTIONE/ GEN GOVT TRAINING/E | 142.18 |
| 001-18-2013 | INSPECTION TELEPHONE | 151.99 |
| 001-20-2002 | INSPECTION OFFICE EXP | 314.71 |
| 001-20-2016 | INSPECTION UNIFORMS | 15.56 |
| 001-21-2002 | INFORMATION SYS TELE | 115.33 |
| 001-21-2004 | INFORMATION SYS OFFI | 39.98 |
| 001-21-2040 | INFORMATION SYS CON | 694.00 |
| 001-22-2002 | MEDIA SPECIALIST TELE | 80.33 |
| 001-28-2012 | NOXIOUS WEEDS MISCE | 6,180.00 |
| 010-30-2002 | SEWER TELEPHONE | 476.53 |
| 010-30-2003 | SEWER UTILITIES | 12,964.16 |
| 010-30-2004 | SEWER OFFICE EXPENSE | 566.60 |
| 010-30-2006 | SEWER EQUIPMENT MA | 7,948.46 |
| 010-30-2008 | SEWER PLANT EXPENSE | 9,555.67 |
| 010-30-2009 | SEWER MATERIALS | 1,675.59 |
| 010-30-2010 | SEWER GASOLINE & OIL | 8,528.01 |
| 010-30-2011 | SEWER POSTAGE | 434.54 |
| 010-30-2012 | SEWER MISCELLANEOUS | 476.40 |
| 010-30-2012 | SEWER TRAINING/EDUC | 137.87 |
| 010-30-2016 | SEWER UNIFORMS | 894.77 |
| 010-30-2020 | SEWER INSURANCE | 4,233.32 |
| 010 00 2020 | JETTER HIJOH HTGE | 7,233.32 |

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Payment Dates: 10/1/2025 - 10/31/2025

Account Summary

| | Account Summary | |
|----------------|------------------------|----------------|
| Account Number | Account Name | Payment Amount |
| 010-30-2040 | SEWER CONTRACTUAL | 15,037.71 |
| 011-31-2002 | WATER TELEPHONE | 551.59 |
| 011-31-2003 | WATER UTILITIES | 6,181.16 |
| 011-31-2004 | WATER OFFICE EXPENSE | 566.58 |
| 011-31-2006 | WATER EQUIPMENT MA | 11,615.51 |
| 011-31-2009 | WATER MATERIALS | 23,088.37 |
| 011-31-2011 | WATER POSTAGE | 936.02 |
| 011-31-2012 | WATER MISCELLANEOUS | 323.55 |
| 011-31-2015 | WATER TRAINING/EDUC | 137.87 |
| 011-31-2016 | WATER UNIFORMS | 389.63 |
| 011-31-2020 | WATER INSURANCE | 2,514.67 |
| 011-31-2021 | WATER STATE FEE | 2,928.86 |
| 011-31-2022 | WATER SALES TAX | 1,072.92 |
| 011-31-2023 | WATER CLEAN DRINKING | 2,745.81 |
| 011-31-2040 | WATER CONTRACTUAL | 2,191.92 |
| 011-31-2080 | WATER CAPITAL OUTLAY | 285.00 |
| 012-32-2003 | MUNICIPAL POOL UTILIT | 1,325.41 |
| 012-32-2006 | MUNICIPAL POOL EQUI | 4,996.00 |
| 012-32-2031 | MUNICIPAL POOL CONC | 1,540.09 |
| 014-34-2080 | STORMWATER CAPITAL | 2,288.75 |
| 021-41-2002 | STREET TELEPHONE | 199.16 |
| 021-41-2003 | STREET UTILITIES | 1,450.40 |
| 021-41-2004 | STREET OFFICE EXPENSE | 250.68 |
| 021-41-2006 | STREET EQUIPMENT MA | 5,013.17 |
| 021-41-2009 | STREET MATERIALS | 714.37 |
| 021-41-2012 | STREET MISCELLANEOUS | 149.42 |
| 021-41-2015 | STREET TRAINING/EDUC | 137.87 |
| 021-41-2016 | STREET UNIFORMS | 653.13 |
| 021-41-2020 | STREET INSURANCE | 2,011.89 |
| 021-41-2040 | STREET CONTRACTUAL | 212.03 |
| 024-44-2080 | LAW ENF CAPITAL OUTL | 1,847.76 |
| 025-45-2012 | LIBRARY MISCELLANEOUS | 31,977.77 |
| 027-47-2020 | SP LIABILITY INSURANCE | 5,409.55 |
| 028-48-2032 | SP ALCOHOL PREVENTI | 217.77 |
| 030-50-1250 | RECREATION DEPT SAL/ | 3,089.10 |
| 030-50-2002 | RECREATION DEPT TELE | 354.26 |
| 030-50-2003 | RECREATION DEPT UTILI | 3,734.70 |
| 030-50-2004 | RECREATION DEPT OFFI | 77.70 |
| 030-50-2009 | RECREATION DEPT MAT | 201.41 |
| 030-50-2015 | RECREATION DEPT TRG/ | 63.78 |
| 030-50-2020 | RECREATION DEPT INSU | 633.33 |
| 030-50-2025 | RECREATION DEPT BLDG | 569.72 |
| 030-50-2031 | RECREATION DEPT CON | 217.82 |
| 030-50-2046 | RECREATION DEPT P-C S | 496.57 |
| 030-50-2092 | RECREATION DEPT PRO | 1,487.74 |
| 030-50-2094 | RECREATION DEPT LATC | 2,902.36 |
| 030-50-3065 | RECREATION DEPT P-C U | 231.75 |
| 032-52-2012 | HY HISTORIC MISCELLAN | 7.48 |
| 036-56-2087 | CAP IMPR SIDEWALKS | 7,130.10 |
| 036-56-3011 | CAP IMPR PARK IMPROV | 15,577.62 |
| 036-56-3017 | CAP IMPR CITYWIDE CLE | 2,667.61 |
| 036-56-3028 | CAP IMPR LAND PURCH | 60,136.00 |
| 036-56-3036 | CAP IMPR ANTIQUE LIG | 21,302.92 |
| 037-57-2012 | SUSTAINABILITY GRANT | 10,496.95 |
| 051-66-3005 | SP PARK IMPR RES FIRE | 331.50 |
| 058-50-2009 | FALL FESTIVAL GROUNDS | 8,775.98 |
| 058-50-2012 | FALL FESTIVAL MISCELL | 33.96 |
| 058-50-3070 | FALL FESTIVAL ADVERSTI | 2,500.00 |
| · - | | _,_ =,_ = 0.00 |

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Account Summary

| Account Number | Account Name | Payment Amount |
|----------------|------------------------|----------------|
| 058-50-3073 | FALL FESTIVAL STAGE | 16,604.00 |
| 072-66-3001 | GO 2025A WHEATLAND | 80,322.50 |
| 081-66-3001 | EQUIPMENT RESERVE M | 3,520.69 |
| 084-66-3001 | CDBG-HOUSING GRANT | 14,000.00 |
| 092-66-2009 | TR GUEST TAX BANNER | 1,030.61 |
| 092-66-3001 | TR GUEST TAX EXPENSE | 42.06 |
| 096-66-3001 | ST PARK/REC RES MISC | 2,775.00 |
| 096-66-3023 | ST PARK/REC RES SIDEW | 46,057.90 |
| 097-66-3001 | ST STREET RES EXPENSE | 3,311.50 |
| 099-66-3001 | ST REC RES EXPENSE | 325.36 |
| 099-66-3003 | ST REC RES OFFICE EXPE | 375.98 |
| 099-66-3007 | ST REC RES DEBT PAYM | 220,037.04 |
| | Grand Total: | 1,242,346.14 |

Project Account Summary

| Project Account Key | | Payment Amount |
|---------------------|--------------|----------------|
| **None** | | 1,242,346.14 |
| | Grand Total: | 1,242,346.14 |

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Petty Cash Summary of Exepnditures

By Vendor Name

Payment Dates 10/1/2025 - 10/31/2025

| Vendor Name | Payable Number | Post Date | Description (Item) Account Number | Amoun |
|---|-------------------------|------------|---|-----------|
| Vendor: ANGE1030 - ANGE | GAYNOR | | | |
| ANGEL GAYNOR | 10 22 2025 | 10/24/2025 | PROFESSIONAL PHOTOGRAPHY 030-50-2092 SVCS 10/26/2025 | 100.00 |
| | | | Vendor ANGE1030 - ANGEL GAYNOR Total: | 100.00 |
| Vendor: ANGE1941 - ANGE | LA D. FULTON | | | |
| ANGELA D. FULTON | 10 30 2025 | 10/30/2025 | REIMBURSE PARKING FEES - 001-01-2015 CCMFOA CONFERENCE Vendor ANGE1941 - ANGELA D. FULTON Total: | 18.25 |
| | | | Vendor ANGE1941 - ANGELA D. FOLTON Total. | 16.23 |
| Vendor: BECK2198 - BECKY BECKY MENDENHALL | 10 22 2025 | 10/24/2025 | REFUND SR. CNTR. RENTAL 001-00-5016 | 100.00 |
| BECKT WEINDENHALL | 10 22 2023 | 10/24/2023 | DEPOSIT 10/11/2025 Vendor BECK2198 - BECKY MENDENHALL Total: | 100.00 |
| Vandam DDANI2407 DDANI | OL CDAIN! | | VEHIOU DECK2130 - DECKT WEIDENHALE TOTAL. | 100.00 |
| Vendor: BRAN2187 - BRANI BRANDI SPAIN | 10 15 2025 | 10/15/2025 | REFUND HAC RENTAL DEPOSIT 030-00-5016 10/05/2025 | 50.00 |
| | | | Vendor BRAN2187 - BRANDI SPAIN Total: | 50.00 |
| Vendor: CRAI2023 - CRAIG I | HODSON | | | |
| CRAIG HODSON | 10 22 2025 | 10/24/2025 | PURCHASE REIMB BIKE 001-02-2016 PATROL PANTS X2 | 75.44 |
| | | | Vendor CRAI2023 - CRAIG HODSON Total: | 75.44 |
| Vendor: DANI1013 - DANIEI | LLE GABOR | | | |
| DANIELLE GABOR | 10 24 2025 | 10/24/2025 | HALLOWEEN YARD 092-66-3001 DECORATING CONTEST PRIZES | 350.00 |
| | | | Vendor DANI1013 - DANIELLE GABOR Total: | 350.00 |
| Vendor: DAVI1146 - DAVID | BOYD | | | |
| DAVID BOYD | 10 15 2025 | 10/15/2025 | REFUND SR. CNTR. RENTAL 001-00-5016 DEPOSIT 09/28/2025 | 100.00 |
| | | | Vendor DAVI1146 - DAVID BOYD Total: | 100.00 |
| Vendor: DEBC1276 - DEB CF | RUM | | | |
| DEB CRUM | 10 24 2025 | 10/24/2025 | PROFESSIONAL PHOTOGRAPHY 030-50-2092 SERVICES - 10/24/2025 | 24.00 |
| | | | Vendor DEBC1276 - DEB CRUM Total: | 24.00 |
| Vendor: HAYS1174 - HAYSV | ILLE POLICE DEPARTMENT | | | |
| HAYSVILLE POLICE DEPARTN | л 10 30 2025 | 10/30/2025 | RESTITUTION FEES - CASE 001-00-5059 #2025/0326 (K. JILKA) | 400.00 |
| | | | Vendor HAYS1174 - HAYSVILLE POLICE DEPARTMENT Total: | 400.00 |
| Vendor: KENN1248 - KENN | | | | |
| KENNY STARK | 10 30 2025 | 10/30/2025 | BOOT REIMBURSEMENT 001-03-2012 | 200.00 |
| | | | Vendor KENN1248 - KENNY STARK Total: | 200.00 |
| Vendor: KIMC2185 - KIM CC | | 40/45/5555 | DEFINITION OF CHIEF DELITAL | |
| KIM COOLEY | 10 15 2025 | 10/15/2025 | REFUND SR. CNTR. RENTAL 001-00-5016 DEPOSIT 10/13/2025 | 50.00 |
| | | | Vendor KIMC2185 - KIM COOLEY Total: | 50.00 |
| Vendor: LLIA2201 - LLIANA | | | | |
| LLIANA ALYAN | 10 30 2025 | 10/30/2025 | REFUND HAC RENTAL DEPOSIT 030-00-5016 10/17/2025 | 100.00 |
| | | | Vendor LLIA2201 - LLIANA ALYAN Total: | 100.00 |
| Vendor: MARG1116 - MARG MARGO WALKER | GO WALKER 10 15 2025 | 10/15/2025 | REFUND SR. CNTR. RENTAL 001-00-5016 | 50.00 |
| | | | DEPOSIT 10/04 - 10/05/2025 | |
| | | | Vendor MARG1116 - MARGO WALKER Total: | 50.00 |

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| Petty Cash Summary of Exer | onditures | | | Payment Dates: 10/1/2025 | - 10/31/2025 |
|----------------------------|------------------------|--------------|---|---------------------------------|--------------|
| Vendor Name | Payable Number | Post Date | Description (Item) | Account Number | Amount |
| Vendor: MARS1769 - MARSI | HALL LITCHFIELD | | | | |
| MARSHALL LITCHFIELD | 10 15 2025 | 10/15/2025 | BOOT REIMBURSEMENT | 010-30-2016 | 66.00 |
| MARSHALL LITCHFIELD | 10 15 2025 | 10/15/2025 | BOOT REIMBURSEMENT | 011-31-2016 | 66.00 |
| MARSHALL LITCHFIELD | 10 15 2025 | 10/15/2025 | BOOT REIMBURSEMENT | 021-41-2016 | 68.00 |
| | | | Vendor MARS176 | 9 - MARSHALL LITCHFIELD Total: | 200.00 |
| Vendor: MICH2197 - MICHE | LLE HASHBARGER | | | | |
| MICHELLE HASHBARGER | 10 22 2025 | 10/24/2025 | REFUND SR. CNTR. RENTAL DEPOSIT 10/18/2025 | 001-00-5016 | 100.00 |
| | | | Vendor MICH2197 | - MICHELLE HASHBARGER Total: | 100.00 |
| Vendor: PATR2203 - PATRIC | ΊΔ FWFRT | | | | |
| PATRICIA EWERT | 10 30 2025 | 10/30/2025 | REFUND SR. CNTR. RENTAL DEPOSIT 10/25/2025 | 001-00-5016 | 100.00 |
| | | | Vendor PA | TR2203 - PATRICIA EWERT Total: | 100.00 |
| Vendor: REAL2195 - REAL PF | ROPERTY MANAGEMENT - I | FIRST CHOICE | | | |
| REAL PROPERTY MANAGEME | | 10/24/2025 | REFUND OVERPAYMENT ON FINAL WATER BILL | 011-00-5012 | 40.07 |
| | | \ | endor REAL2195 - REAL PROPERTY MAN | IAGEMENT - FIRST CHOICE Total: | 40.07 |
| Vendor: SCOT2092 - SCOTT | KIT7FNRFRGFR | | | | |
| SCOTT KITZENBERGER | 10 30 2025 | 10/30/2025 | BOOT REIMBURSEMENT | 001-02-2016 | 200.00 |
| | | ., | | 92 - SCOTT KITZENBERGER Total: | 200.00 |
| Vendor: SYDN2196 - SYDNI I | RATMAN | | | | |
| SYDNI BATMAN | 10 22 2025 | 10/24/2025 | REFUND HAC RENTAL DEPOSI | T 030-00-5016 | 50.00 |
| STONI DATIVIAN | 10 22 2023 | 10/24/2023 | 10/12/2025 | 1 030-00-3010 | 30.00 |
| | | | • • | /DN2196 - SYDNI BATMAN Total: | 50.00 |
| Vendor: VALL2186 - VALLER | INA MILLER | | | | |
| VALLERINA MILLER | 10 15 2025 | 10/15/2025 | REFUND 2025 FALL FESTIVAL | 058-00-5111 | 100.00 |
| VALLERINGATION | 10 13 2023 | 10/13/2023 | BOOTH FEES - CANCELLED | 030 00 3111 | 100.00 |
| | | | Vendor VALI | .2186 - VALLERINA MILLER Total: | 100.00 |
| | | | | | 2 407 75 |
| | | | | Grand Total: | 2,407.76 |

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Report Summary

Fund Summary

| Fund | | Payment Amount |
|-----------------------------|--------------|----------------|
| 001 - GENERAL FUND | | 1,393.69 |
| 010 - WASTEWATER FUND | | 66.00 |
| 011 - WATER FUND | | 106.07 |
| 021 - STREET FUND | | 68.00 |
| 030 - RECREATION DEPARTMENT | | 324.00 |
| 058 - FALL FESTIVAL | | 100.00 |
| 092 - TRANSIENT GUEST TAX | | 350.00 |
| | Grand Total: | 2,407.76 |

Account Summary

| Account Number | Account Name | Payment Amount |
|----------------|-----------------------|----------------|
| 001-00-5016 | GENERAL BUILDING REN | 500.00 |
| 001-00-5059 | GENERAL MUN COURT R | 400.00 |
| 001-01-2015 | CITY CLERK TRG/EDUC/T | 18.25 |
| 001-02-2016 | POLICE UNIFORMS & EQ | 275.44 |
| 001-03-2012 | PARK MISCELLANEOUS | 200.00 |
| 010-30-2016 | SEWER UNIFORMS | 66.00 |
| 011-00-5012 | WATER MISCELLANEOUS | 40.07 |
| 011-31-2016 | WATER UNIFORMS | 66.00 |
| 021-41-2016 | STREET UNIFORMS | 68.00 |
| 030-00-5016 | RECREATION DEPT RENT | 200.00 |
| 030-50-2092 | RECREATION DEPT PRO | 124.00 |
| 058-00-5111 | FALL FESTIVAL BOOTHS | 100.00 |
| 092-66-3001 | TR GUEST TAX EXPENSE | 350.00 |
| | Grand Total: | 2,407.76 |

Project Account Summary

| Project Account Key | | Payment Amount |
|---------------------|--------------|----------------|
| **None** | | 2,407.76 |
| | Grand Total: | 2,407.76 |

CITY OF HAYSVILLE, KANSAS TEMPORARY SPECIAL EVENT PERMIT APPLICATION

| This is an application for (check all that apply): Temporary Special Event Permit for consumption of alcoholic liquor on Public Property. | | | |
|--|---|--|--|
| Temporary Special Event Permit for consumption of cereal malt be | everage (CMB) on Public Pro | perty. | |
| Section 12-115(a) of the Haysville City Code provides that the use or consi or alcoholic liquor is prohibited in any park, except in conformance with a This application is NOT for events where alcoholic liquor or CMB is to be so | lawfully issued Special Event Per | | |
| Name of Special Event: Family Reunion | Requested date(s) of oper | ation: 11-24-25 | |
| Anticipated hours of operation of Special Event 16 cm- | 10pm (may | differ) | |
| SITE DESCRIPTION: The applicant shall define the special event site be name of an outdoor location, and 2) the exact boundaries of the propose a structure to be used as part of a site. Include a photo of any site locatype and height of boundary structure, ingress/egress, method of placement, etc. | ed site, including any outdoor ted outside a structure, and restricting juvenile access, | or areas directly adjacent to include a site plan showing | |
| 1. Applicant Information | | 10 - 01 | |
| Name of Applicant: Howher EHZGERald | Date of Birth: 4-22 | -1978 | |
| Current address: 818 N. Sumão Rd. | | / | |
| City: Do Vay | State: KS | ZIP Code: 67037 | |
| Mailing address: Source | | | |
| City: | State: | ZIP Code: | |
| Home Phone: | Mobile Phone: 316- | 519-4386 | |
| Permittee shall furnish a Certificate of Insurance evidencing coverage for any damage guests, invitees, volunteers and/or individuals participating in the event(s) described he Kansas, and its officers, employees and agents" as additional insureds if such special \$500,000.00 combined single limit per occurrence for bodily injury, personal injury Haysville City Clerk, 200 W. Grand, Haysville, Kansas, 67060. Said Certificate shall a or cancellation of insurance before such is effective. Failure of Permittee to provide described recreational area, public area, facility or roadway, shall cancel and make vold city, its agents, servants, employees or invitees, from and against any and all claims and/or property arising out of or in connection with the use and occupancy of any streamed by City negligence. City shall give to Permittee notice of any claim made of otherwise in any way affects or might affect Permittee. Permittee shall have the right extent of their own interests. Tort Claims Applicability, Reimbursement for D liability for any loss or damage associated with the aforedescribed activity per property/roadways pursuant to this permit as part of a recreational or community applicability of the provisions of K.S.A. 75-6104. Permittee shall reimburse City froadway that exceed normal or routine maintenance requirements. Upon review of waive or alter the insurance requirement. | erein. Such Certificate of Insuran event site is located on City proper, and property damage. Said Ceralso contain a clause agreeing to nee City an approved Certificate of oid this permit. Permittee agrees to of every kind or character for injects, easements, structures or pubor litigation instituted which direct to compromise and participate to amage: I understand that the Cirmitted to be operated within by event, and understand that this for any cost associated with dam the event scope, the Mayor or Circumstant of the event scope, the Mayor or Circumstant in the circumstant of the event scope, the Mayor or Circumstant event event scope, the Mayor or Circumstant event event scope, the Mayor or Circumstant event | ce shall name "City of Haysville, erty and shall be in the amount of tificate shall be submitted to the otify City of any material change. Insurance prior to use of above to indemnify and hold harmless juries and/or damages to persons lic areas within the City, and not tity or indirectly, contingently or in the defense of the same to the ty of Haysville does not assume Haysville parks or in/on public s permit is approved subject to age to a public facility, area, or hief Administrative Officer may | |
| requirements may require separate Agreement. Designated Parking Area Portable Restrooms Barricades for St | Site Corrects Security | lean-up | |

I, hereby agree to comply with all of the ordinances of the City of Haysville and the laws of the State of Kansas, and all the rules and regulations prescribed by the City relating to the operation of the identified "temporary event", and I agree to notify the City immediately if any information provided on this application shall change at any time prior to or during the term of the permit, and do hereby further consent to the immediate revocation of my permit, by the proper officials, for any violation of such laws, rules and regulations. I authorize the verification of the information provided on this form AND agree to permit an investigation of my business history, criminal background, and any other screening by or on behalf of the City of Haysville, Kansas, for the limited purpose of determining the truthfulness of this application, as provided by the law of the State of Kansas, and the City of Haysville, Kansas. By signing this document I certify the foregoing information is true and I am aware that any falsification on this form and any attachments hereto is cause for revocation of the permit or license issued as a result thereof.

| Meanu Fitzglade | Date | Signature of MAY | OR or other Auth | orized Haysville Official | Date |
|---|--|-------------------|------------------|--|---------|
| | 0 | FFICE USE ONLY | | | |
| Date Received: 0.31-25 By: | A | Fee: 7502 | _ Receipt #:_ | 872712 | and the |
| Fees paid in association with rental of C | ity facilities? Re | ceipt # | 712 | THE RESIDENCE OF THE PARTY OF T | |
| Permit approved: Permit disar | proved: | By: | | Date: | |
| Police Department Approval of Request: | 7W57 | Public Works Depa | rtment Approv | val of Request: | |
| Recreation Department Approval of Req | | | | | |
| Date of Governing Body Approval of | The state of the s | | | | |

CITY OF HAYSVILLE, KANSAS TEMPORARY SPECIAL EVENT PERMIT APPLICATION

| | TEMPUKAKY SPECIAL EVENT | PEKMII APPL | ICATION | |
|--|---|---|--|--|
| | This is an application for (check all that apply): | | | |
| Temporary Special Event Permit for consumption of alcoholic liquor on Public Property. Temporary Special Event Permit for consumption of cereal malt beverage (CMB) on Public Property. | | | | |
| | | | | |
| | Name of Special Event: Cheers And Craft | Requested date(s) of | operation: December 5th, 2025 | |
| | Anticipated hours of operation of Special Event 7-9pm | | | |
| | SITE DESCRIPTION: The applicant shall define the special event site name of an outdoor location, and 2) the exact boundaries of the propa a structure to be used as part of a site. Include a photo of any site is type and height of boundary structure, ingress/egress, method placement, etc. Haysville Activity Center - Rental Room Approved Area | posed site, including any o ocated outside a structure | outdoor areas directly adjacent to , and include a site plan showing | |
| | 1. Applicant Information | | | |
| Ī | Name of Applicant: Haysville Recreation | Date of Birth: | | |
| _ | Current address: 523 Sarah Ln | | | |
| | City: Haysville | State: KS | ZIP Code: 67060 | |
| | Mailing address: | | 70 | |
| | City: | State: | ZIP Code: | |
| | Home Phone: | Mobile Phone: | | |
| | Permittee shall furnish a Certificate of Insurance evidencing coverage for any darguests, invitees, volunteers and/or individuals participating in the event(s) describe Kansas, and its officers, employees and agents" as additional insureds if such spec \$500,000.00 combined single limit per occurrence for bodily injury, personal inj Haysville City Clerk, 200 W. Grand, Haysville, Kansas, 67060. Said Certificate sh or cancellation of insurance before such is effective. Failure of Permittee to prodescribed recreational area, public area, facility or roadway, shall cancel and make City, its agents, servants, employees or invitees, from and against any and all cla and/or property arising out of or in connection with the use and occupancy of any caused by City negligence. City shall give to Permittee notice of any claim may otherwise in any way affects or might affect Permittee. Permittee shall have the extent of their own interests. Tort Claims Applicability, Reimbursement for liability for any loss or damage associated with the aforedescribed activity property/roadways pursuant to this permit as part of a recreational or commutapplicability of the provisions of K.S.A. 75-6104. Permittee shall reimburse Ciroadway that exceed normal or routine maintenance requirements. Upon review waive or alter the insurance requirement. | ed herein. Such Certificate of Incial event site is located on City iury, and property damage. Sa hall also contain a clause agreein vide City an approved Certifice void this permit. Permittee agains of every kind or character astreets, easements, structures of de or litigation instituted which right to compromise and particular Damage: I understand that the permitted to be operated with the permitted to be operated with the for any cost associated with | resurance shall name "City of Hays ville, or property and shall be in the amount of aid Certificate shall be submitted to the regression of the interest of the interest of the interest of insurance prior to use of above grees to indemnify and hold harmless for injuries and/or damages to persons or public areas within the City, and not indirectly or indirectly, contingently or cipate in the defense of the same to the the City of Haysville does not assume thin Haysville parks or in/on public that this permit is approved subject to h damage to a public facility, area, or | |
| | The following additional requirements shall apply when determine requirements may require separate Agreement. Designated Parking Area Trash Containe Portable Restrooms Barricades for | | | |

immediately if any information provided on this application shall change at any time prior to or during the term of the permit, and do hereby further consent to the immediate revocation of my permit, by the proper officials, for any violation of such laws, rules and regulations. I authorize the verification of the information provided on this form AND agree to permit an investigation of my business history, criminal background, and any other screening by or on behalf of the City of Haysville, Kansas, for the limited purpose of determining the truthfulness of this application, as provided by the law of the State of Kansas, and the City of Haysville, Kansas. By signing this document I certify the foregoing information is true and I am aware that any falsification on this form and any attachments hereto is cause for revocation of the permit or license issued as a result thereof. Signature of MAYOR or other Authorized Haysville Official Date OFFICE USE ONLY Fees paid in association with rental of City facilities? Receipt #_ Permit approved: Permit disapproyed: By: Police Department Approval of Request: ________ Public Works Department Approval of Request: Recreation Department Approval of Request:

Date of Governing Body Approval of Special Event:

I, hereby agree to comply with all of the ordinances of the City of Haysville and the laws of the State of Kansas, and all the rules and regulations prescribed by the City relating to the operation of the identified "temporary event", and I agree to notify the City



CITY OF HAYSVILLE, KANSAS TEMPORARY SPECIAL EVENT PERMIT APPLICATION

| TEMPUKAKT SPECIAL EVENT PERMIT APPLICATION |
|---|
| This is an application for (check all that apply): |
| Temporary Special Event Permit for consumption of alcoholic liquor on Public Property. |
| Temporary Special Event Permit for consumption of cereal malt beverage (CMB) on Public Property. |
| Section 12-115(a) of the Haysville City Code provides that the use or consumption of any cereal malt beverage or alcoholic liquor is prohibited in any park, except in conformance with a lawfully issued Special Event Permit. This application is NOT for events where alcoholic liquor or CMB is to be sold. |
| Name of Special Event: Birthday Party Requested date(s) of operation: 12-14-25 |
| Anticipated hours of operation of Special Event 12-5000 |
| SITE DESCRIPTION: The applicant shall define the special event site by 1) the address of a permanent structure, or common name of an outdoor location, and 2) the exact boundaries of the proposed site, including any outdoor areas directly adjacent to a structure to be used as part of a site. Include a photo of any site located outside a structure, and include a site plan showing type and height of boundary structure, ingress/egress, method of restricting juvenile access, restroom access, security placement, etc. HOUSE ACTIVITY CENTER PORTOR |
| 1. Applicant Information |
| Name of Applicant: + 11011 PPPIPS Date of Birth: 123 1009 |
| Current address: |
| City: 40115010 State: KG ZIP Code: 1710100 |
| Mailing address: IRI) TEVQIA (T |
| City: +101160110. State: 65 ZIP Code: 1000 |
| Home Phone: Mobile Phone: 3110.304.7531 |
| 2. Insurance Certification |
| Permittee shall furnish a Certificate of Insurance evidencing coverage for any damage caused by Permittee, or Permittee's agents, servants, employees, guests, invitees, volunteers and/or individuals participating in the event(s) described herein. Such Certificate of Insurance shall name "City of Haysville, Kansas, and its officers, employees and agents" as additional insureds if such special event site is located on City property and shall be in the amount of \$500,000.00 combined single limit per occurrence for bodily injury, personal injury, and property damage. Said Certificate shall be submitted to the Haysville City Clerk, 200 W. Grand, Haysville, Kansas, 67060. Said Certificate shall also contain a clause agreeing to notify City of any material change or cancellation of insurance before such is effective. Failure of Permittee to provide City an approved Certificate of Insurance prior to use of above described recreational area, public area, facility or roadway, shall cancel and make void this permit. Permittee agrees to indemnify and hold harmless City, its agents, servants, employees or invitees, from and against any and all claims of every kind or character for injuries and/or damages to persons and/or property arising out of or in connection with the use and occupancy of any streets, easements, structures or public areas within the City, and not caused by City negligence. City shall give to Permittee notice of any claim made or litigation instituted which directly or indirectly, contingently or otherwise in any way affects or might affect Permittee. Permittee shall have the right to compromise and participate in the defense of the same to the extent of their own interests. Tort Claims Applicability, Reimbursement for Damage: I understand that the City of Haysville does not assume liability for any loss or damage associated with the aforedescribed activity permitted to be operated within Haysville parks or in/on public property/roadways pursuant to this permit as part of a recreational or community event |
| The following additional requirements shall apply when determined applicable by authorized City Staff. Such additional requirements may require separate Agreement. Designated Parking Area Trash Containers Site Clean-up Portable Restrooms Barricades for Streets Security |

regulations prescribed by the City relating to the operation of the identified "temporary event", and I agree to notify the City immediately if any information provided on this application shall change at any time prior to or during the term of the permit, and do hereby further consent to the immediate revocation of my permit, by the proper officials, for any violation of such laws, rules and regulations. I authorize the verification of the information provided on this form AND agree to permit an investigation of my business history, criminal background, and any other screening by or on behalf of the City of Haysville, Kansas, for the limited purpose of determining the truthfulness of this application, as provided by the law of the State of Kansas, and the City of Haysville, Kansas. By signing this document I certify the foregoing information is true and I am aware that any falsification on this form and any attachments hereto is cause for revocation of the permit or license issued as a result thereof. Signature of MAYOR or other Authorized Haysville Official Date OFFICE USE ONLY Date Received: 10.25 25 By: Bobb: Smuss Fees paid in association with rental of City facilities? Receipt # Permit approved: Permit disapproved: Police Department Approval of Request: 157 Public Works Department Approval of Request:

Recreation Department Approval of Request:

Date of Governing Body Approval of Special Event:

I, hereby agree to comply with all of the ordinances of the City of Haysville and the laws of the State of Kansas, and all the rules and

CITY OF HAYSVILLE, KANSAS TEMPORARY SPECIAL EVENT PERMIT APPLICATION

| This is an application for (check all that apply): | | | | | |
|--|--|--|--|--|--|
| Temporary Special Event Permit for consumption of alcoh | olic liquor on Public Property. | | | | |
| Temporary Special Event Permit for consumption of cereal malt beverage (CMB) on Public Property. | | | | | |
| Section 12-115(a) of the Haysville City Code provides that the us or alcoholic liquor is prohibited in any park, except in conformant This application is NOT for events where alcoholic liquor or CMB | te with a lawfully issued Special Event Permit. | | | | |
| Name of Special Event: Pizza & Puzzle Fest | Requested date(s) of operation: January 31, 2026 | | | | |
| Anticipated hours of operation of Special Event 5pm - 9pm | | | | | |
| name of an outdoor location, and 2) the exact boundaries of the a structure to be used as part of a site. Include a photo of any | nt site by 1) the address of a permanent structure, or common e proposed site, including any outdoor areas directly adjacent to site located outside a structure, and include a site plan showing thod of restricting juvenile access, restroom access, security | | | | |
| 1. Applicant Information | | | | | |
| Name of Applicant: Haysville Recreation | Date of Birth: | | | | |
| Current address: 523 Sarah Lane | | | | | |
| City: Haysville | State: ks ZIP Code: 67060 | | | | |
| Mailing address: | | | | | |
| City: | State: ZIP Code: | | | | |
| Home Phone: | Mobile Phone: | | | | |
| guests, invitees, volunteers and/or individuals participating in the event(s) of Kansas, and its officers, employees and agents" as additional insureds if suc \$500,000.00 combined single limit per occurrence for bodily injury, perso Haysville City Clerk, 200 W. Grand, Haysville, Kansas, 67060. Said Certificor cancellation of insurance before such is effective. Failure of Permittee described recreational area, public area, facility or roadway, shall cancel an City, its agents, servants, employees or invitees, from and against any and and/or property arising out of or in connection with the use and occupancy caused by City negligence. City shall give to Permittee notice of any clai otherwise in any way affects or might affect Permittee. Permittee shall ha extent of their own interests. Tort Claims Applicability, Reimbursem liability for any loss or damage associated with the aforedescribed as property/roadways pursuant to this permit as part of a recreational or capplicability of the provisions of K.S.A. 75-6104. Permittee shall reimbursem | any damage caused by Permittee, or Permittee's agents, servants, employees, escribed herein. Such Certificate of Insurance shall name "City of Haysville, the special event site is located on City property and shall be in the amount of anal injury, and property damage. Said Certificate shall be submitted to the cate shall also contain a clause agreeing to notify City of any material change to provide City an approved Certificate of Insurance prior to use of above dimake void this permit. Permittee agrees to indemnify and hold harmless all claims of every kind or character for injuries and/or damages to persons of any streets, easements, structures or public areas within the City, and not me made or litigation instituted which directly or indirectly, contingently or the right to compromise and participate in the defense of the same to the cent for Damage: I understand that the City of Haysville does not assume to the citivity permitted to be operated within Haysville parks or in/on public formunity event, and understand that this permit is approved subject to the City for any cost associated with damage to a public facility, area, or review of the event scope, the Mayor or Chief Administrative Officer may | | | | |
| requirements may require separate Agreement. Designated Parking Area Trash Co | ermined applicable by authorized City Staff. Such additional entainers Site Clean-up les for Streets Security | | | | |

I, hereby agree to comply with all of the ordinances of the City of Haysville and the laws of the State of Kansas, and all the rules and regulations prescribed by the City relating to the operation of the identified "temporary event", and I agree to notify the City immediately if any information provided on this application shall change at any time prior to or during the term of the permit, and do hereby further consent to the immediate revocation of my permit, by the proper officials, for any violation of such laws, rules and regulations. I authorize the verification of the information provided on this form AND agree to permit an investigation of my business history, criminal background, and any other screening by or on behalf of the City of Haysville, Kansas, for the limited purpose of determining the truthfulness of this application, as provided by the law of the State of Kansas, and the City of Haysville, Kansas. By signing this document I certify the foregoing information is true and I am aware that any falsification on this form and any attachments hereto is dause for revocation of the permit or license issued as a result thereof.

| Signature of Applicant Date | Signature of MAYOR or other Authorized Haysville Official Date |
|---|--|
| | OFFICE USE ONLY |
| Date Received: [0.29-25] By: Fees paid in association with rental of City facilities? Re | Fee: N/A Receipt #: N/A |
| Permit approved: Permit disapproved: | By: Date: |
| Police Department Approval of Request: Recreation Department Approval of Request: Date of Governing Body Approval of Special Event: | Public Works Department Approval of Request: |



CITY OF HAYSVILLE, KANSAS TEMPORARY SPECIAL EVENT PERMIT APPLICATION

This is an application for (check only one): All beverages sold in compliance with Chapter 3, Haysville Municipal Code. Temporary Special Event Permit for consumption of alcoholic liquor. Special Event approved by Ordinance 1018, which requires the Governing Body to approve a T.S.E.P.A. all in accordance with K.S.A. 41-719 and K.S.A 41-2645. Attach a copy of State Issued Temporary Permit in lieu of sections #3 and #4 below. Temporary Special Event Permit for consumption of cereal malt beverage. K.S.A. 41-2703(e), and Chapter 3, Article 1, Section 3(c) of the Haysville Code provide that a special event license may be issued for the sale of cereal malt beverages for consumption on the generally unpermitted premises of a special event site. Attach copy of approved CMB license. Name of Special Event: Mom Prom Requested date(s) of operation: February 7, 2026 Anticipated hours of operation of Special Event 7pm-10pm SITE DESCRIPTION: The applicant shall define the special event site by 1) the address of a permanent structure, or common name of an outdoor location, and 2) the exact boundaries of the proposed site, including any outdoor areas directly adjacent to a structure to be used as part of a site. Include a photo of any site located outside a structure, and include a site plan showing type and height of boundary structure, ingress/egress, method of restricting juvenile access, restroom access, security placement, etc. Haysville Activity Center Gymnasium & Rental Room approved areas 1. Applicant Information Name of Applicant: Haysville Recreation Spouse's full name: Date of birth: SSN: Age: Place of Birth: (City) (County) (State) Length of residency: (Haysville) (State) (County) Current address: 523 Sarah Lane State: KS ZIP Code: 67060 City: Haysville Mailing address: City: State: ZIP Code: Home Phone: Mobile Phone: Driver's License: (State) 2. Business Information Name of Business: **Business address:** ZIP Code: State: **Business Phone:** Premises Owner Phone: Name of Premises Owner: Years of ownership: Address of Premises Owner: City: State: ZIP Code:

3. Citizenship

Are you a citizen of the United States? ▶ Yes □ No

Citizen by: By Birth **B** Naturalization **a**

If naturalized give place and date of naturalization:

| 4. | Criminal History | | |
|--|--|--|--|
| | hin the past five years, have you ever been convicted of: | | N N |
| 1) | Felony? | Yes | No × |
| 2) | A crime of Moral Turpitude? | Yes | No <u>×</u> |
| (mo | oral turpitude includes any act associated with prostitution, par | ndering, crimes opp | oosed to decency, gambling) |
| 3) | Drunkenness? | Yes | No <u>×</u> |
| 4) | Driving under the influence of intoxicating substance? | Yes | No × |
| 5) | Violating any state or federal liquor law? | Yes | |
| If t | he answer to any part of this section is "Yes" explain (use a se | parate sheet if nece | essary): |
| 5. | Insurance Certification | | |
| em "Cl and Ce agraph this cla of any Per App with of Per ma record The record The record The record this cla cla classification of the record this classification of the record that the record th | ployees, guests, invitees, volunteers and/or individuals paity of Haysville, Kansas, and its officers, employees and shall be in the amount of \$500,000.00 combined single rificate shall be submitted to the Haysville City Clerk, 2 reeing to notify City of any material change or cancella proved Certificate of Insurance prior to use of above descess permit. Permittee agrees to indemnify and hold harm times of every kind or character for injuries and/or damages any streets, easements, structures or public areas within a claim made or litigation instituted which directly or interest shall have the right to compromise and participal poplicability, Reimbursement for Damage: I understand that the aforedescribed activity permitted to be operated with a recreational or community event, and understand that the aforedescribed activity permitted to be operated with a recreational or community event, and understand that the interest of the event sconditional requirements. Upon review of the event sconditional requirements shall apply aquirements may require separate Agreement. Designated Parking Area Portable Restrooms Other The following additional requirements shall apply aquirements may require separate Agreement. Designated Parking Area Portable Restrooms Other Therefore the ordinances of the open mediately if any information provided on this applicator of gulations. I authorize the verification of the information of the information of the creminal background, and any other screening etermining the truthfulness of this application, as provided the cruthfulness of this application, as provided the creminal secretary. | rticipating in the cagents" as additivition of insurance tribed recreational to persons and/or the City, its age to persons and/or the City, and not ndirectly, conting ate in the defense that the City of Habin Haysville parking permit is apprixed by the Mayor of the City of Haysville parking the Mayor of the Mayor of the City of Haysville parking the Mayor of the Mayor of the Mayor of the City of Haysville parking the City of Haysville parking the Mayor of | ville and the laws of the State of Kansas, and all the rules and lentified "temporary event", and I agree to notify the City e at any time prior to or during the term of the permit, and do the proper officials, for any violation of such laws, rules and this form AND agree to permit an investigation of my business f of the City of Haysville, Kansas, for the limited purpose of to the State of Kansas, and the City of Haysville, Kansas. By an aware that any falsification on this form and any attachments |
| Signati | ure of Applicant Date | Signature | e of MAYOR/ or other Authorized Haysville Official Date |
| £18 | | OFFICE USE | ONLY |
| Fe Pe Pe Re | ate Received: 10-29-75 By: | Fee: N Receipt # By: Maintenand | PA Receipt #: NA N/A Date: Ce Department Approval of request: ORDINANCE NUMBER 1018 |

This document must be acknowledged by Notary Public before submission to City of Haysville, Kansas.

| STATE OF KANSAS |) | | | | | | |
|---|---------------|---------------|------------------|--|----------------------------------|--|---------------|
| |) | SS | | | | | |
| SEDGWICK COUNTY |) | | | | | | |
| The foregoing Application fo A.D., 2025 by the individu known by me to be the parties | al listed abo | ve as the App | plicant, and who | eknowledged before signed as Applicar | e me this 29 nt, who appeared | day of before me and a | re personally |
| Notary Public | J& H. | 2 | | | SEAL | | |
| My Appointment Expires: | [6] | 6/19 | | | ROI Notary My Appt. Ex | BERT J. ARNESO. Public - State of Kar spires | N nsas |



CITY OF HAYSVILLE

ACTION REQUEST FORM

| To: Chief Administrative Officer | Date: 10/24/25 |
|---|---|
| Address of Request: 130 E. 2nd Street (Community Bl | dg) (please complete a separate form for each property) |
| The following action is being requested: Will, I'm not real sure who this would go to. I Tuesday at the Community building. And mu interior. It is in bad need of an upgrade on the cleaned up. | ultiple people commented on the look of the |
| Please: | Submitted By: |
| ✓ Check into this | Name: Bob Rardin |
| Contact me to discuss this | Phone #: 316-253-7936 |
| further by phone or email (circle one) Get me information regarding this Other | Email councilw3@gmail.com |
| FIRST RESPONSE: Remarks from staff: Staff is obtaining quotes to patch/repair hole: Building. | s and paint the interior of the Community |
| Signature: William Black Date: 2025.11.05 00:27:57 | Date: 11/05/25 |
| UPDATE: Remarks from staff | |
| | |
| Signature: | Date: |



CITY OF HAYSVILLE

ACTION REQUEST FORM

| To: | Chief of Police | | Date: | 11/2/25 |
|--|--|-------------------------|---------------------------|--|
| Addre | ess of Request: 815 Peach | | (please com | plete a separate form for each property) |
| The parties of the pa | ollowing action is being requested: property at 815 Peach has several vehic way. These vehicles have been reporte the property owners are contacted, they again. I'm not sure if the truck in the diral complaints about these vehicles. The | d sever will me riveway | al times ove them even ha | in the last 3 or 4 years. n, and then they don't move as a tag. I have received |
| Please | 2: | | nitted By | |
| | Check into this | Name | e: Bob Rar | din |
| | Contact me to discuss this | Phon | C π. | 253-7936 |
| | further by phone or email (circle one) | Emai | 1 councilw3 | @gmail.com |
| | Other | | | |
| Remaion Office legall | rks from staff: ers checked the 2 vehicles in the street to the ly parked. Code Enforcement found a very registrations. A door hanger was tions. | ehicle a | and traile | r in the driveway which |
| Signa | ture: Jeffrey Whitfield Date: 2025 11.05 12:34-53-06'00' | | Date: | |
| UPDA | ATE: | | | |
| Rema | rks from staff | | | |
| | | | | |
| Siona | ture | | Date: | |