

CITY OF HAYSVILLE

Agenda

March 11, 2024

CALL TO ORDER

ROLL CALL

INVOCATION BY: Jennifer Jones, Haysville United Methodist Church

PLEDGE OF ALLEGIANCE

SPECIAL ORDER OF BUSINESS

- A. Police Department Promotion

PRESENTATION AND APPROVAL OF MINUTES

- A. [Minutes of February 12, 2024](#)

ITEM #1 CITIZENS TO BE HEARD

ITEM #2 APPROVAL OF LICENSES AND BONDS

ITEM #3 INTRODUCTION OF ORDINANCES AND RESOLUTIONS

- A. [AN ORDINANCE LEVYING SPECIAL ASSESSMENTS ON CERTAIN PROPERTY TO PAY THE COSTS OF INTERNAL IMPROVEMENTS IN THE CITY OF HAYSVILLE, KANSAS, AS PREVIOUSLY AUTHORIZED BY RESOLUTION NOS. 22-04, 22-05, 22-06 AND 22-07 OF THE CITY; AND PROVIDING FOR THE COLLECTION OF SUCH SPECIAL ASSESSMENTS.](#)
- B. [AN ORDINANCE, GRANTING TO EVERGY KANSAS SOUTH, INC., A KANSAS CORPORATION, ITS SUCCESSORS AND ASSIGNS, AN ELECTRIC FRANCHISE INCLUDING THE RIGHT TO CONSTRUCT, OPERATE AND MAINTAIN ELECTRIC TRANSMISSION, DISTRIBUTION AND STREET LIGHTING FACILITIES WITHIN THE CORPORATE LIMITS OF THE CITY OF HAYSVILLE, KANSAS.](#)
- C. [RESOLUTION OF AUTHORITY TO AWARD CONTRACT AND COMMITMENT OF CITY FUNDS](#)

ITEM #4 NOTICES AND COMMUNICATIONS

- A. [Governing Body Announcements](#)
- B. [Memo Re: New Business Licenses](#)
- C. [Sedgwick County Fire Department Station 34 Monthly Report](#)
- D. [Email from Cox Communications](#)

ITEM #5 OLD BUSINESS

ITEM #6 OTHER BUSINESS

- A. [Consideration of Memorial Plaque](#)
- B. [Consideration of Insurance Renewal](#)

- C. Consideration of Bids for Wheatland Village Addition Infrastructure
 - D. Consideration of Agreements with SCKEDD Re: Federal Housing Rehabilitation Community Development Block Grant (CDBG)
 - E. Consideration of KDOT Cost Share Agreement Re: Broadway Sidewalk
 - F. Consideration of Contract for Federal-Aid Construction Engineering by LPA with KDOT Secretary Re: N. Main/63rd Street Sidewalk
 - G. Consideration of Agreement with PEC for Inspection Services Re: N. Main/63rd Street Sidewalk
 - H. Consideration of Agreement with Haysville Swim Club
 - I. Consideration of Pool Pricing for the 2023 Season
 - J. First Reading of Personnel Manual Revisions
- ITEM #7 DEPARTMENT REPORTS
- A. Administrative Services – William Black
 - B. City Clerk – Angie Millspaugh
 - C. Police – Jeff Whitfield
 - D. Public Works – Tony Martinez
 - E. Recreation – Rob Arneson
- ITEM #8 APPOINTMENTS
- A. Appointment of Maycie Carman to Library Board for Remainder of Unexpired Term – Term Expires 2027
- ITEM #9 EXECUTIVE SESSION
- ITEM #10 REVIEW OF EXPENDITURES
- A. Summary of February Expenditures
- ITEM #11 CONSENT AGENDA
- A. Agreement with The Mudbugs Cajun & Zydeco Band Re: Gathering at the Gazebo and Art Walk
 - B. Temporary Special Event Permit Application for Consumption on Public Property Re: Gathering at the Gazebo and Art Walk in Historic District Approved Area
 - C. Agreement with USD 261 for use of Plagens-Carpenter
- ITEM #12 COUNCIL ITEMS
- A. Council Concerns
 - B. Council Action Request Updates
 - a. 7106 S. Broadway Avenue
- ITEM #13 ADJOURNMENT

CITY OF HAYSVILLE

Regular City Council Meeting

Minutes

February 12, 2024

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 (via Zoom), Bob Rardin, Pat Ewert, Dan Benner, Janet Parton, Steve Crum, and Dale Thompson

Absent: None

INVOCATION – Brian Sander, First Baptist Church

PLEDGE OF ALLEGIANCE

PRESENTATION AND APPROVAL OF MINUTES

A. The minutes of the January 8, 2024, Regular City Council Meeting were presented for approval.

Motion by Benner, seconded by Parton, to approve the minutes of the January 8, 2024, meeting. The motion carried by the following vote:

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

ITEM #1 CITIZENS TO BE HEARD

A. Susie Sutton, Mayor's Appointee to the Fire District #1 Steering Committee, gave an update on the Committee's progress to date and discussed the impact of tax abatements on the Fire District.

ITEM # 2 APPROVAL OF LICENSES AND BONDS

A. There were none.

ITEM #3 INTRODUCTION OF ORDINANCES AND RESOLUTIONS

- A. Mayor Kessler presented for approval AN ORDINANCE TO SUBMIT TO THE QUALIFIED ELECTORS OF THE CITY OF HAYSVILLE, KANSAS, THE PROPOSITION OF LEVYING A GENERAL PURPOSE ONE PERCENT (1.00%) RETAILER'S SALES TAX OF WHICH TEN PERCENT (10.00%) WILL BE USED TO REDUCE PROPERTY TAXES, FIFTY PERCENT (50.00%) WILL BE USED TO FUND LOCAL STREET PROGRAM, AND FORTY PERCENT (40.00%) WILL BE USED TO FUND PARK & RECREATION IMPROVEMENT PROGRAM, WITHIN THE CITY OF HAYSVILLE, SEDGWICK COUNTY, KANSAS. There was discussion about the cost and promotion of the special election.

Motion by Crum, seconded by Ewert, to approve the ORDINANCE TO SUBMIT TO THE QUALIFIED ELECTORS OF THE CITY OF HAYSVILLE, KANSAS, THE PROPOSITION OF LEVYING A GENERAL PURPOSE ONE PERCENT (1.00%) RETAILER'S SALES TAX OF WHICH TEN PERCENT (10.00%) WILL BE USED TO REDUCE PROPERTY TAXES, FIFTY PERCENT (50.00%) WILL BE USED TO FUND LOCAL STREET PROGRAM, AND FORTY PERCENT (40.00%) WILL BE USED TO FUND PARK & RECREATION IMPROVEMENT PROGRAM, WITHIN THE CITY OF HAYSVILLE, SEDGWICK COUNTY, KANSAS. The motion carried by the following vote:

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

- B. Planning and Zoning Administrator, Jonathan Tardiff, presented for approval AN ORDINANCE REZONING REAL PROPERTY LOCATED WITHIN THE CITY OF HAYSVILLE, KANSAS, AND AMENDING THE OFFICIAL ZONING MAP OR MAPS OF THE CITY TO REFLECT SUCH AMENDMENT, ALL PURSUANT TO THE ZONING REGULATIONS OF THE CITY. Jonathan stated that the Planning Commission reviewed the Ordinance, read the letter into record, and gave Ken Boote and the applicant an opportunity to speak at the Planning Commission meeting. The Planning Commission recommends approval.

Motion by Benner, seconded by Ewert, to adopt the ORDINANCE REZONING REAL PROPERTY LOCATED WITHIN THE CITY OF HAYSVILLE, KANSAS, AND AMENDING THE OFFICIAL ZONING MAP OR MAPS OF THE CITY TO REFLECT SUCH AMENDMENT, ALL PURSUANT TO THE ZONING REGULATIONS OF THE CITY. The motion carried by the following vote:

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

- C. Planning and Zoning Administrator, Jonathan Tardiff, presented for approval AN ORDINANCE REZONING REAL PROPERTY LOCATED WITHIN THE CITY OF HAYSVILLE, KANSAS, AND AMENDING THE OFFICIAL ZONING MAP OR MAPS OF THE CITY TO REFLECT SUCH AMENDMENT, ALL PURSUANT TO THE ZONING REGULATIONS OF THE CITY, per recommendation of the Planning Commission.

Motion by Rardin, seconded by Ewert, to approve the AN ORDINANCE REZONING REAL PROPERTY LOCATED WITHIN THE CITY OF HAYSVILLE, KANSAS, AND AMENDING THE OFFICIAL ZONING MAP OR MAPS OF THE CITY TO REFLECT SUCH AMENDMENT, ALL PURSUANT TO THE ZONING REGULATIONS OF THE CITY. The motion carried by the following vote:

Yes: Bruster, Walters, Rardin, Ewert, Benner, Crum, and Thompson

No: Parton

- D. Recreation Director, Rob Arneson, presented for approval AN ORDINANCE AMENDING MEMBERSHIP FEES FOR THE HAYSVILLE ACTIVITY CENTER, beginning on March 1, 2024. There was discussion about middle and high school memberships and the HAC+ membership with 24-hour access.

Motion by Crum, seconded by Benner, to approve the ORDINANCE AMENDING MEMBERSHIP FEES FOR THE HAYSVILLE ACTIVITY CENTER. The motion carried by the following vote:

Yes: Bruster, Walters, Rardin, Ewert, Benner, Parton, and Crum

No: Thompson

ITEM #4 NOTICES AND COMMUNICATIONS

- A. Under Governing Body Announcements, Councilmember Crum announced upcoming events at the Haysville Community Library and announced the Swim to a Wish event from February 23rd to February 24th. Mayor Kessler announced upcoming events at the Haysville Senior Center. He also gave updates on Haysville Hustle usage.
- B. Councilmembers received the Sedgwick County Fire Department Station 34 Monthly Report.
- C. Councilmembers received a Memo regarding Federal Forfeiture Funds Report.
- D. Councilmembers received a Memo regarding the Drinking Establishment License for Aztecas, located at 111 N. Main Street.

ITEM #5 OLD BUSINESS

- A. Planning and Zoning Administrator, Jonathan Tardiff, presented for approval the changes to the Land Use Map.

Motion by Crum, seconded by Thompson, to approve the changes to the Land Use Map. The motion carried by the following vote:

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

ITEM #6 OTHER BUSINESS

- A. Mayor Kessler presented for consideration Approval of Final Costs, Assessment Roll, Notices for and Establishment of Public Hearing Date regarding the Copper

Tail Addition Bond Issue. Bret Shogren, Stifel Public Finance, presented background on the project. He stated that every property owner will be notified via mail and newspaper of the public hearing and that they will have until April 3rd to prepay any and all assessments, and if not prepaid by April 3rd, the GO Bonds will be sold and the amounts not prepaid will be paid via special assessment taxes over 20 annual installments, with interest. The Public Hearing date is set for March 11th at 7:00 p.m.

Motion by Benner, seconded by Parton, to approve the five actions as presented in the council packet. The motion carried by the following vote:

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

- B. Mayor Kessler presented for approval an Agreement with Minter & Pollak, LC for City Attorney and City Prosecutor services. He stated there was an error in Item 7 – it should be “2,000” not “2,0000.”

Motion by Parton, seconded by Rardin, to approve the agreement with Minter & Pollak, LC for City Attorney and City Prosecutor services with the changes stated. The motion carried by the following vote:

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

- C. Public Works Director, Tony Martinez, presented for the approval of H & H Lawn Service and Young’s Affordable Lawn and Tree Care LLC to be the City’s Nuisance Abatement Providers for this calendar year.

Motion by Parton, seconded by Benner, to approve H & H Lawn Service and Young’s Affordable Lawn and Tree Care LLC as presented. The motion carried by the following vote:

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

- D. Public Works Director, Tony Martinez, presented for approval the purchase of a John Deere Z970R mower from PrairieLand Partners, LLC Wichita in the amount of \$16,887.93 for the Wastewater Department.

Motion by Benner, seconded by Parton, to approve the purchase of the John Deere Z970R mower from PrairieLand Partners, LLC Wichita in the amount of \$16,887.93. The motion carried by the following vote:

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

- E. Public Works Director, Tony Martinez, presented for approval the purchase of a VeriSight 330’ push camera with a 360 degree tilt-n-pan camera head from Key Equipment, Kansas City, in the amount of \$33,280.00.

Motion by Parton, seconded by Rardin, to approve the purchase of a VeriSight 330’ push camera and 360 camera head from Key Equipment, Kansas City, in the amount of \$33,280.00. The motion carried by the following vote:

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

ITEM #7 DEPARTMENT REPORTS

Deputy Administrative Officer, Georgie Carter, announced the Senior Center Annual Chili Cook-Off and that the city will have a booth at the Home Show at Century II on March 7th-10th.

City Clerk, Angie Millspaugh, announced City Hall will be closed on February 19, 2024, for President's Day, and reminded everyone to conserve water usage from January-March, as that is when the sewer rates are determined for the year.

Chief of Police, Jeff Whitfield, introduced the visiting officer, Lt. Malcolm Young.

Recreation Director, Rob Arneson, announced upcoming events and registrations at the Haysville Activity Center.

ITEM #8 APPOINTMENTS

- A. Mayor Kessler appointed Josh Pollak to the position of City Prosecutor.

Motion by Parton, seconded by Rardin, to appoint Josh Pollak to City Prosecutor. The motion carried by the following vote:

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

- B. Mayor Kessler appointed Jimmy R. Wallis to the Planning Commission for the remainder of the unexpired term, which expires in June of 2025.

Motion by Benner, seconded by Ewert, to appoint Jimmy R. Wallis to the Planning Commission for the remainder of the unexpired term. The motion carried by the following vote:

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

- C. Mayor Kessler appointed Brandon M. Trube to the Planning Commission Area of Influence for the remainder of the unexpired term, which expires in June of 2024.

Motion by Crum, seconded by Bruster, to appoint Brandon M. Trube to the Planning Commission Area of Influence for the remainder of the unexpired term, which expires in June of 2024. The motion carried by the following vote:

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

ITEM #9 OFF AGENDA CITIZENS TO BE HEARD

Ed Hill, 7050 S. Plaza Drive, spoke in opposition to the zone change near 71st and Plaza (ITEM #3.C.) and his concern of traffic issues and kids waiting for the school bus.

Sharon Powell, 7044 S. Shahin Street, spoke in opposition to the zone change (ITEM #3.C.) and having 15 duplexes built, stating traffic concerns.

Delta Meadows, 908 E. 71st Street South, spoke in opposition to the zone change near 71st and Plaza (ITEM #3.C.) due to traffic congestion concerns the size of the duplexes.

JC Moore, 717 W. 4th Street, addressed his concerns with the amount of trash trucks that go up and down the streets in Haysville and spoke in favor of having one trash service in Haysville that includes recycling.

ITEM #10 EXECUTIVE SESSION

There was no executive session.

ITEM #11 REVIEW OF EXPENDITURES

- A. A summary of January expenditures was presented.

Motion by Ewert, seconded by Rardin, to receive and file the January expenditures. The motion carried by the following vote:

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

ITEM #12 CONSENT AGENDA

- A. Agreement with Haysville Aviators
- B. Agreement with Aging Projects, Inc. Meals on Wheels/Friendship Meals
- C. Agreement with Central States Metal Artisans
- D. Temporary Special Event Permit Application for Consumption on Public Property Re: Paint the Night at HAC in Approved Area
- E. Temporary Special Event Permit Application for Consumption on Public Property Re: Bridal Shower at HAC in Approved Area
- F. Temporary Special Event Permit Application for Consumption on Public Property Re: Party in the 060 Beer Garden in Approved Area
- G. Agreement with Premier Pyrotechnic Re: July 4th Fireworks Display
- H. Contract with Gear Connexion Re: July 4th Stage Entertainment – Rusty Rierson
- I. Agreement with Victory Pyro Re: Fall Festival Fireworks Display
- J. Agreement with Flippinout Re: Fall Festival Entertainment

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

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

ITEM #13 COUNCIL ITEMS

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

ITEM #15 ADJOURNMENT

Motion by Rardin, seconded by Ewert, to adjourn. The motion carried by the following vote:

Yes: Bruster, Walters, Rardin, Ewert, Benner, Parton, Crum, and Thompson
The Regular City Council Meeting ended at 8:07 p.m.

Angela Millspaugh, City Clerk/Treasurer

**EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF HAYSVILLE, KANSAS
HELD ON MARCH 11, 2024**

The governing body met in regular session at the usual meeting place in the City 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)

The Mayor opened a public hearing for the purpose of receiving written or oral objections and considering proposed assessments for the costs of certain internal improvements previously authorized by the governing body of the City. It was determined by the governing body that notice of the public hearing was duly published and mailed in accordance with K.S.A. 12-6a01 *et seq.* Thereafter, the Mayor adjourned the public hearing. An Ordinance was presented entitled:

**AN ORDINANCE LEVYING SPECIAL ASSESSMENTS ON CERTAIN
PROPERTY TO PAY THE COSTS OF INTERNAL IMPROVEMENTS IN THE
CITY OF HAYSVILLE, KANSAS, AS PREVIOUSLY AUTHORIZED BY
RESOLUTION NOS. 22-04, 22-05, 22-06 AND 22-07 OF THE CITY; AND
PROVIDING FOR THE COLLECTION OF SUCH SPECIAL ASSESSMENTS.**

The Ordinance was considered and discussed, and on motion of Councilmember _____, seconded by Councilmember _____, the Ordinance was passed by the following vote:

Yea: _____.

Nay: _____.

The Mayor declared the Ordinance duly passed and the Ordinance was then numbered Ordinance No. ____, was signed and approved by the Mayor and attested by the City Clerk and the Ordinance or a summary thereof was directed to be published one time in the official newspaper of the City. The City Clerk was further directed to cause a Notice of Assessment to be mailed to each and all of the known property owners affected thereby on the same date that the Ordinance or a summary thereof is published.

(Other Proceedings)

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CERTIFICATE

I hereby certify that the foregoing Excerpt of Minutes is a true and correct excerpt of the proceedings of the governing body of the City of Haysville, Kansas, held on the date stated therein, and that the official minutes of such proceedings are on file in my office.

(SEAL)

City Clerk

ORDINANCE NO. ____

AN ORDINANCE LEVYING SPECIAL ASSESSMENTS ON CERTAIN PROPERTY TO PAY THE COSTS OF INTERNAL IMPROVEMENTS IN THE CITY OF HAYSVILLE, KANSAS, AS PREVIOUSLY AUTHORIZED BY RESOLUTION NOS. 22-04, 22-05, 22-06 AND 22-07 OF THE CITY; AND PROVIDING FOR THE COLLECTION OF SUCH SPECIAL ASSESSMENTS.

WHEREAS, the governing body of the City of Haysville, Kansas (the “City”) has previously authorized certain internal improvements (the “Improvements”) to be constructed pursuant to K.S.A. 12-6a01 *et seq.* (the “Act”); and

WHEREAS, the governing body has conducted a public hearing in accordance with the Act and desires to levy assessments on certain property benefited by the construction of the Improvements.

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

Section 1. Levy of Assessments. For the purpose of paying the costs of the following described Improvements:

Project No. 1 – Copper Tail Addition – Paving Improvements

Resolution No. 22-04

Construction of paving improvements on Talon Drive, Red Tail Lane, and Copper Tail Lane to serve the area described as the Improvement District, along with related storm sewer and incidental drainage improvements, all in accordance with City standards and plans and specifications prepared or approved by the City Engineer;

Project No. 2 – Copper Tail Addition – Sanitary Sewer Improvements

Resolution No. 22-05

Construction of lateral sanitary sewer system improvements to serve the area described as the Improvement District, all in accordance with City standards and plans and specifications prepared or approved by the City Engineer;

Project No. 3 – Copper Tail Addition – Water Improvements

Resolution No. 22-06

Construction of water distribution system improvements to serve the area described as the Improvement District, all in accordance with City standards and plans and specifications prepared or approved by the City Engineer; and

Project No. 4 – Copper Tail Addition – Storm Water Drain Improvements

Resolution No. 22-07

Construction of storm water drain improvements, including mass grading, to serve the area described as the Improvement District, all in accordance with City standards and plans and specifications prepared or approved by the City Engineer;

there are hereby levied and assessed the amounts (with such clerical or administrative amendments thereto as may be approved by the City Attorney) against the property described on *Exhibit A* attached hereto.

Section 2. Payment of Assessments. The amounts so levied and assessed in *Section 1* hereof shall be due and payable from and after the date of publication of this Ordinance. Such amounts may be paid in whole or in part by April 3, 2024.

Section 3. Notification. The City Clerk shall notify the owners of the properties described in *Exhibit A* attached hereto (insofar as known to the City Clerk) of the amounts of their respective assessments. The notice shall also state that unless such assessments are paid by April 3, 2024, bonds will be issued therefor, and the amount of such assessment will be collected in installments with interest.

Section 4. Certification. Any amount of special assessments not paid within the time prescribed in *Section 2* hereof shall be certified by the City Clerk to the Clerk of Sedgwick County, Kansas, in the same manner and at the same time as other taxes are certified and will be collected in 20 annual installments, together with interest on such amounts at a rate not exceeding the maximum rate therefor as prescribed by the Act. Interest on the assessed amount remaining unpaid between the effective date of this Ordinance and the date the first installment is payable, but not less than the amount of interest due during the coming year on any outstanding bonds issued to finance the Improvements, shall be added to the first installment. The interest for one year on all unpaid installments shall be added to each subsequent installment until paid.

Section 5. Effective Date. This Ordinance shall take effect and be in force from and after its passage, approval and publication of the Ordinance or a summary thereof once in the official City newspaper.

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PASSED by the governing body of the City on March 11, 2024 and signed and **APPROVED** by the Mayor.

(SEAL)

Mayor

ATTEST:

City Clerk

CERTIFICATE

I hereby certify that the foregoing is a true and correct copy of the original Ordinance; that the Ordinance was passed on March 11, 2024; that the record of the final vote on its passage is found on page ____ of journal ____; and that the Ordinance or a summary thereof was published in the *Haysville City website*, www.haysville-ks.com, and in the *Haysville Sun-Times* on March 14, 2024.

DATED: March 14, 2024.

City Clerk

EXHIBIT A

**COPPER TAIL ADDITION – PAVING IMPROVEMENTS
RESOLUTION NO. 22-04**

Description of Property	Amount of Assessment
Copper Tail Addition to the City of Haysville, Sedgwick County, Kansas:	
Lot 1, Block A	\$ 25,102.33
Lot 2, Block A	25,102.33
Lot 3, Block A	25,102.33
Lot 4, Block A	25,102.33
Lot 5, Block A	25,102.33
Lot 6, Block A	25,102.33
Lot 7, Block A	25,102.33
Lot 8, Block A	25,102.33
Lot 9, Block A	25,102.33
Lot 10, Block A	25,102.33
Lot 11, Block A	25,102.33
Lot 12, Block A	25,102.33
Lot 13, Block A	25,102.33
Lot 14, Block A	25,102.33
Lot 15, Block A	25,102.33
Lot 16, Block A	25,102.33
Lot 17, Block A	25,102.33
Lot 18, Block A	25,102.33
Lot 19, Block A	25,102.33
Lot 20, Block A	25,102.33
Lot 1, Block B	25,102.33
Lot 2, Block B	25,102.33
Lot 3, Block B	25,102.33
Lot 4, Block B	25,102.33
Lot 5, Block B	25,102.33
Lot 6, Block B	25,102.34
Lot 7, Block B	25,102.34
Lot 8, Block B	25,102.34
Lot 9, Block B	25,102.34
Lot 10, Block B	25,102.34
Lot 11, Block B	25,102.34
Lot 12, Block B	25,102.34
Lot 13, Block B	<u>25,102.34</u>
TOTAL	\$828,376.97

**COPPER TAIL ADDITION – SANITARY SEWER IMPROVEMENTS
RESOLUTION NO. 22-05**

Description of Property	Amount of Assessment
Copper Tail Addition to the City of Haysville, Sedgwick County, Kansas:	
Lot 1, Block A	\$ 7,447.46
Lot 2, Block A	7,447.46
Lot 3, Block A	7,447.46
Lot 4, Block A	7,447.46
Lot 5, Block A	7,447.46
Lot 6, Block A	7,447.46
Lot 7, Block A	7,447.46
Lot 8, Block A	7,447.46
Lot 9, Block A	7,447.46
Lot 10, Block A	7,447.46
Lot 11, Block A	7,447.46
Lot 12, Block A	7,447.46
Lot 13, Block A	7,447.46
Lot 14, Block A	7,447.46
Lot 15, Block A	7,447.46
Lot 16, Block A	7,447.46
Lot 17, Block A	7,447.46
Lot 18, Block A	7,447.46
Lot 19, Block A	7,447.46
Lot 20, Block A	7,447.46
Lot 1, Block B	7,447.46
Lot 2, Block B	7,447.46
Lot 3, Block B	7,447.46
Lot 4, Block B	7,447.46
Lot 5, Block B	7,447.45
Lot 6, Block B	7,447.45
Lot 7, Block B	7,447.45
Lot 8, Block B	7,447.45
Lot 9, Block B	7,447.45
Lot 10, Block B	7,447.45
Lot 11, Block B	7,447.45
Lot 12, Block B	7,447.45
Lot 13, Block B	<u>7,447.45</u>
TOTAL	\$245,766.09

**COPPER TAIL ADDITION – WATER IMPROVEMENTS
RESOLUTION NO. 22-06**

Description of Property	Amount of Assessment
Copper Tail Addition to the City of Haysville, Sedgwick County, Kansas:	
Lot 1, Block A	\$ 6,188.43
Lot 2, Block A	6,188.43
Lot 3, Block A	6,188.43
Lot 4, Block A	6,188.43
Lot 5, Block A	6,188.43
Lot 6, Block A	6,188.43
Lot 7, Block A	6,188.43
Lot 8, Block A	6,188.43
Lot 9, Block A	6,188.43
Lot 10, Block A	6,188.43
Lot 11, Block A	6,188.43
Lot 12, Block A	6,188.43
Lot 13, Block A	6,188.43
Lot 14, Block A	6,188.43
Lot 15, Block A	6,188.43
Lot 16, Block A	6,188.43
Lot 17, Block A	6,188.43
Lot 18, Block A	6,188.43
Lot 19, Block A	6,188.43
Lot 20, Block A	6,188.43
Lot 1, Block B	6,188.43
Lot 2, Block B	6,188.43
Lot 3, Block B	6,188.43
Lot 4, Block B	6,188.43
Lot 5, Block B	6,188.43
Lot 6, Block B	6,188.44
Lot 7, Block B	6,188.44
Lot 8, Block B	6,188.44
Lot 9, Block B	6,188.44
Lot 10, Block B	6,188.44
Lot 11, Block B	6,188.44
Lot 12, Block B	6,188.44
Lot 13, Block B	<u>6,188.44</u>
TOTAL	\$204,218.27

**COPPER TAIL ADDITION – STORM WATER DRAIN IMPROVEMENTS
RESOLUTION NO. 22-07**

Description of Property	Amount of Assessment
Copper Tail Addition to the City of Haysville, Sedgwick County, Kansas:	
Lot 1, Block A	\$ 3,382.99
Lot 2, Block A	3,382.99
Lot 3, Block A	3,382.99
Lot 4, Block A	3,382.99
Lot 5, Block A	3,382.99
Lot 6, Block A	3,382.99
Lot 7, Block A	3,382.99
Lot 8, Block A	3,382.99
Lot 9, Block A	3,382.99
Lot 10, Block A	3,382.99
Lot 11, Block A	3,382.99
Lot 12, Block A	3,382.99
Lot 13, Block A	3,382.99
Lot 14, Block A	3,382.99
Lot 15, Block A	3,382.99
Lot 16, Block A	3,382.99
Lot 17, Block A	3,382.99
Lot 18, Block A	3,382.99
Lot 19, Block A	3,382.99
Lot 20, Block A	3,382.99
Lot 1, Block B	3,382.99
Lot 2, Block B	3,382.99
Lot 3, Block B	3,382.99
Lot 4, Block B	3,382.99
Lot 5, Block B	3,382.99
Lot 6, Block B	3,382.99
Lot 7, Block B	3,382.99
Lot 8, Block B	3,382.99
Lot 9, Block B	3,382.99
Lot 10, Block B	3,382.99
Lot 11, Block B	3,382.99
Lot 12, Block B	3,382.99
Lot 13, Block B	<u>3,382.99</u>
TOTAL	\$111,638.67

NOTICE OF ASSESSMENT

March 14, 2024
City of Haysville, Kansas

777 Grand LLC
3500 N. Rock Road, Bldg 1000
Wichita, Kansas 67226

Property Owner:

You are hereby notified, as owner of record of the property described on ***Schedule I*** attached hereto, that pursuant to Ordinance No. ____ (the “Ordinance”) of the City of Haysville, Kansas (the “City”) there has been assessed against the property the costs of certain internal improvements previously authorized by the governing body of the City (the “Improvements”). The description of the Improvements, the resolution number authorizing the same and the amount of assessment are set forth on ***Schedule I*** attached hereto.

You may pay this assessment in whole or in part to the City Treasurer of the City by April 3, 2024; and if the amount is not paid within the time period, bonds will be issued therefor, and the balance of such assessment will be collected in 20 annual installments, together with interest on such amounts remaining unpaid at a rate not exceeding the maximum rate therefor as prescribed by K.S.A. 12-6a01 *et seq.* Interest accruing between the date set forth above and the date the first installment is payable, but not less than the amount of interest due during the coming year on any outstanding bonds issued to finance the Improvements, shall be added to the first installment. The interest for one year on all unpaid installments shall be added to each subsequent installment until paid.

Angela Millspaugh, City Clerk

SCHEDULE I-1

**COPPER TAIL ADDITION – PAVING IMPROVEMENTS
RESOLUTION NO. 22-04**

Description of Property	Amount of Assessment
Copper Tail Addition to the City of Haysville, Sedgwick County, Kansas:	
Lot 1, Block A	\$ 25,102.33
Lot 2, Block A	25,102.33
Lot 3, Block A	25,102.33
Lot 4, Block A	25,102.33
Lot 5, Block A	25,102.33
Lot 6, Block A	25,102.33
Lot 7, Block A	25,102.33
Lot 8, Block A	25,102.33
Lot 9, Block A	25,102.33
Lot 10, Block A	25,102.33
Lot 11, Block A	25,102.33
Lot 12, Block A	25,102.33
Lot 13, Block A	25,102.33
Lot 14, Block A	25,102.33
Lot 15, Block A	25,102.33
Lot 16, Block A	25,102.33
Lot 17, Block A	25,102.33
Lot 18, Block A	25,102.33
Lot 19, Block A	25,102.33
Lot 20, Block A	25,102.33
Lot 1, Block B	25,102.33
Lot 2, Block B	25,102.33
Lot 3, Block B	25,102.33
Lot 4, Block B	25,102.33
Lot 5, Block B	25,102.33
Lot 6, Block B	25,102.34
Lot 7, Block B	25,102.34
Lot 8, Block B	25,102.34
Lot 9, Block B	25,102.34
Lot 10, Block B	25,102.34
Lot 11, Block B	25,102.34
Lot 12, Block B	25,102.34
Lot 13, Block B	<u>25,102.34</u>
TOTAL	\$828,376.97

SCHEDULE I-2

**COPPER TAIL ADDITION – SANITARY SEWER IMPROVEMENTS
RESOLUTION NO. 22-05**

Description of Property	Amount of Assessment
Copper Tail Addition to the City of Haysville, Sedgwick County, Kansas:	
Lot 1, Block A	\$ 7,447.46
Lot 2, Block A	7,447.46
Lot 3, Block A	7,447.46
Lot 4, Block A	7,447.46
Lot 5, Block A	7,447.46
Lot 6, Block A	7,447.46
Lot 7, Block A	7,447.46
Lot 8, Block A	7,447.46
Lot 9, Block A	7,447.46
Lot 10, Block A	7,447.46
Lot 11, Block A	7,447.46
Lot 12, Block A	7,447.46
Lot 13, Block A	7,447.46
Lot 14, Block A	7,447.46
Lot 15, Block A	7,447.46
Lot 16, Block A	7,447.46
Lot 17, Block A	7,447.46
Lot 18, Block A	7,447.46
Lot 19, Block A	7,447.46
Lot 20, Block A	7,447.46
Lot 1, Block B	7,447.46
Lot 2, Block B	7,447.46
Lot 3, Block B	7,447.46
Lot 4, Block B	7,447.46
Lot 5, Block B	7,447.45
Lot 6, Block B	7,447.45
Lot 7, Block B	7,447.45
Lot 8, Block B	7,447.45
Lot 9, Block B	7,447.45
Lot 10, Block B	7,447.45
Lot 11, Block B	7,447.45
Lot 12, Block B	7,447.45
Lot 13, Block B	<u>7,447.45</u>
TOTAL	\$245,766.09

SCHEDULE I-3

**COPPER TAIL ADDITION – WATER IMPROVEMENTS
RESOLUTION NO. 22-06**

Description of Property	Amount of Assessment
Copper Tail Addition to the City of Haysville, Sedgwick County, Kansas:	
Lot 1, Block A	\$ 6,188.43
Lot 2, Block A	6,188.43
Lot 3, Block A	6,188.43
Lot 4, Block A	6,188.43
Lot 5, Block A	6,188.43
Lot 6, Block A	6,188.43
Lot 7, Block A	6,188.43
Lot 8, Block A	6,188.43
Lot 9, Block A	6,188.43
Lot 10, Block A	6,188.43
Lot 11, Block A	6,188.43
Lot 12, Block A	6,188.43
Lot 13, Block A	6,188.43
Lot 14, Block A	6,188.43
Lot 15, Block A	6,188.43
Lot 16, Block A	6,188.43
Lot 17, Block A	6,188.43
Lot 18, Block A	6,188.43
Lot 19, Block A	6,188.43
Lot 20, Block A	6,188.43
Lot 1, Block B	6,188.43
Lot 2, Block B	6,188.43
Lot 3, Block B	6,188.43
Lot 4, Block B	6,188.43
Lot 5, Block B	6,188.43
Lot 6, Block B	6,188.44
Lot 7, Block B	6,188.44
Lot 8, Block B	6,188.44
Lot 9, Block B	6,188.44
Lot 10, Block B	6,188.44
Lot 11, Block B	6,188.44
Lot 12, Block B	6,188.44
Lot 13, Block B	<u>6,188.44</u>
TOTAL	\$204,218.27

SCHEDULE I-4

**COPPER TAIL ADDITION – STORM WATER DRAIN IMPROVEMENTS
RESOLUTION NO. 22-07**

Description of Property	Amount of Assessment
Copper Tail Addition to the City of Haysville, Sedgwick County, Kansas:	
Lot 1, Block A	\$ 3,382.99
Lot 2, Block A	3,382.99
Lot 3, Block A	3,382.99
Lot 4, Block A	3,382.99
Lot 5, Block A	3,382.99
Lot 6, Block A	3,382.99
Lot 7, Block A	3,382.99
Lot 8, Block A	3,382.99
Lot 9, Block A	3,382.99
Lot 10, Block A	3,382.99
Lot 11, Block A	3,382.99
Lot 12, Block A	3,382.99
Lot 13, Block A	3,382.99
Lot 14, Block A	3,382.99
Lot 15, Block A	3,382.99
Lot 16, Block A	3,382.99
Lot 17, Block A	3,382.99
Lot 18, Block A	3,382.99
Lot 19, Block A	3,382.99
Lot 20, Block A	3,382.99
Lot 1, Block B	3,382.99
Lot 2, Block B	3,382.99
Lot 3, Block B	3,382.99
Lot 4, Block B	3,382.99
Lot 5, Block B	3,382.99
Lot 6, Block B	3,382.99
Lot 7, Block B	3,382.99
Lot 8, Block B	3,382.99
Lot 9, Block B	3,382.99
Lot 10, Block B	3,382.99
Lot 11, Block B	3,382.99
Lot 12, Block B	3,382.99
Lot 13, Block B	<u>3,382.99</u>
TOTAL	\$111,638.67

CERTIFICATE OF MAILING

STATE OF KANSAS)
) ss:
COUNTY OF SEDGWICK)

The undersigned, City Clerk of the City of Haysville, Kansas, does hereby certify that on March 14, 2024, the date on which Ordinance No. ____ (the “Ordinance”) of the City was published, I caused to be mailed to the owners of the properties liable for the assessments set out in the Ordinance, at their last known post office addresses, a Notice of Assessment showing the respective assessments levied against their properties and stating the manner in which the assessments will be collected.

A sample copy of the form of such Notice of Assessment is attached hereto.

WITNESS my hand and seal as of March 14, 2024.

(Seal)

Angela Millspaugh, City Clerk

[attach sample copy of form]

CERTIFICATE OF CITY TREASURER

STATE OF KANSAS)
) ss:
COUNTY OF SEDGWICK)

The undersigned, City Treasurer of the City of Haysville, Kansas (the “City”), does hereby certify that within the time allowed by Ordinance No. ____ of the City for the payment of special assessments in cash, property owners specially assessed for the costs of certain internal improvements previously authorized by the governing body of the City, paid in cash the amounts set forth below:

Resolution No.	Amount
22-04	
22-05	
22-06	
22-07	
TOTAL	\$ _____

WITNESS my hand on April 4, 2024.

City Treasurer

(Published in the *Haysville City website*, www.haysville-ks.com, and
in the *Haysville Sun-Times* on March 14, 2024)

SUMMARY OF ORDINANCE NO. _____

On March 11, 2024, the governing body of the City of Haysville, Kansas, passed an ordinance entitled:

AN ORDINANCE LEVYING SPECIAL ASSESSMENTS ON CERTAIN PROPERTY TO PAY THE COSTS OF INTERNAL IMPROVEMENTS IN THE CITY OF HAYSVILLE, KANSAS, AS PREVIOUSLY AUTHORIZED BY RESOLUTION NOS. 22-04, 22-05, 22-06 AND 22-07 OF THE CITY; AND PROVIDING FOR THE COLLECTION OF SUCH SPECIAL ASSESSMENTS.

The Ordinance levies special assessments on certain property located in Copper Tail Addition, which have been benefitted from certain internal improvements constructed pursuant to K.S.A. 12-6a01 *et seq.* and provides an opportunity for prepayment, in whole or in part, of the special assessments. A schedule of the amounts of the special assessments and the property benefitted are attached to the Ordinance. Any amount of special assessments not paid within the time prescribed in the Ordinance shall be certified by the City Clerk to the Clerk of Sedgwick County, Kansas, in the same manner and at the same time as other taxes are certified and will be collected in annual installments, together with interest on such amounts at a rate not exceeding the maximum rate therefor as prescribed by law. A complete text of the Ordinance may be obtained or viewed free of charge at the office of the City Clerk, City Hall, 200 W. Grand Avenue, Haysville, Kansas 67060. A reproduction of the Ordinance is available for not less than 7 days following the publication date of this Summary at www.haysville-ks.com.

This Summary is hereby certified to be legally accurate and sufficient pursuant to the laws of the State of Kansas.

DATED: March 11, 2024.

City Attorney

MEMO

TO: The Honorable Russ Kessler, Mayor
Haysville City Councilmembers

FROM: Will Black, Chief Administrative Officer

SUBJECT: Franchise Agreement with Evergy

DATE: March 7, 2024

The following ordinance is a renewal franchise agreement with Evergy Kansas South, Inc. This agreement grants Evergy the non-exclusive right to operate its facilities in the city right-of-way subject to the terms and conditions within. It is a ten-year agreement with the same re-opener allowances and franchise fee rate of 5% that we currently have. If approved, this ordinance will become effective April 1, 2024 and repeal the previous franchise ordinance, Ordinance No. 1004.

I recommend approval of the renewal franchise agreement as presented. Thank you.

ORDINANCE NO. _____

AN ORDINANCE, GRANTING TO EVERGY KANSAS SOUTH, INC., A KANSAS CORPORATION, ITS SUCCESSORS AND ASSIGNS, AN ELECTRIC FRANCHISE INCLUDING THE RIGHT TO CONSTRUCT, OPERATE AND MAINTAIN ELECTRIC TRANSMISSION, DISTRIBUTION AND STREET LIGHTING FACILITIES WITHIN THE CORPORATE LIMITS OF THE CITY OF HAYSVILLE, KANSAS.

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

Section 1. Definitions.

For purposes of this Franchise, the following words and phrases shall have the meanings given herein:

City as the Grantor – shall mean the City of Haysville, Kansas.

Company as the Grantee – shall mean Evergy Kansas South, Inc., a Kansas Corporation.

Distributed or Distribution – shall mean all sales, distribution, or transportation by the Company or by others through the Facilities of the Company in the Right-of-Way to any consumer for use within the City.

Facilities – shall mean all electric distribution lines, substations, works, and plants together with all necessary appurtenances thereto.

Gross receipts – shall mean any and all compensation and other consideration derived directly by the Company from any Distribution of electric energy to a consumer for any use within the City, including domestic, commercial and industrial purposes, through charges as provided in tariffs filed and approved, and including without limitation interruptible sales and single sales; except that such term shall not include revenues from any operation or use of any or all of the Facilities in the Right-of-Way by others nor shall such term

include revenue from certain miscellaneous charges and accounts, including but not limited to delayed or late payment charges, connection and disconnection fees, reconnection fees, customer project contributions, returned check charges, and temporary service charges.

Public Improvement – shall mean any existing or contemplated public facility, building, or capital improvement project, financed by the City, including without limitation, streets, alleys, sidewalks, sewer, water, drainage, Right-of-Way improvement, and Public Projects.

Public Project – shall mean any project planned or undertaken and financed by the City or any governmental entity for construction, reconstruction, maintenance, or repair of public facilities or improvements, or any other purpose of a public nature paid for with public funds.

Public Project for Private Development – shall mean a Public Project, or that portion thereof, that primarily benefits a third (3rd) party.

Right-of-Way – shall mean present and future streets, alleys, rights-of-way, and public easements, including easements dedicated to the City in plats of the City for streets and alleys but not including any Utility Easement.

Street Right-of-Way – shall mean the entire width between property lines of land, property, or an interest therein of every way publicly maintained where any part thereof is open to the use of the public for purposes of vehicular traffic, including street, avenue, boulevard, highway, expressway, alley, or any other public way for vehicular travel by whatever name.

Utility Easement – shall mean an easement owned by or dedicated to the City for the purpose of providing the Company and other utilities access to customers and users of any utility service.

Section 2. Grant.

There is hereby granted to Company, the non-exclusive right, privilege, and franchise to construct, maintain, extend, and operate its Facilities in, through, and along the Right-of-Way of the City for the purpose of supplying electric energy to the City and the inhabitants thereof for the full term of this Franchise; subject, however, to the terms and conditions herein set forth. Nothing in this grant shall be construed to franchise or authorize the use of the Company's Facilities or the Right-of-Way by the Company or others, for any purpose not related to the provision of electric energy. The Company may not allow a subsidiary, affiliate, or a third (3rd) party to acquire rights to occupy the Rights-of-Way under this Franchise; provided, that nothing in this section shall prevent Company from allowing the use of its Facilities by others when such use is compensated to the City under the provisions of a franchise granted by the City to any such third party.

Section 3. Term.

a. The term of this Franchise shall be ten (10) years from the effective date of this Ordinance.

b. Upon 90 days advance written notice by the City, the franchise fee percentage rate may be changed on the fifth, seventh or ninth anniversary of the effective date of this Ordinance.

c. Upon written request of either the City or the Company, the franchise shall be reopened and renegotiated at any time upon any of the following events:

1. Change in federal, state, or local law, regulation, or order which materially affects any rights or obligations of either the City or the Company, including but not limited to the scope of the grant to the Company or the compensation to be received by the City; or

2. Change in the structure or operation of the electrical energy industry which materially affects any rights or obligations of either the City or the Company, including but not limited to the scope of the grant to the Company or the compensation to be received by the City; or

3. Any other material and unintended change or shift in the economic benefit to the City or a change the Company did not anticipate upon accepting the grant of this Franchise.

d. Amendments under this section, if any, shall be made by ordinance as prescribed by statute. The franchise shall remain in effect according to its terms pending completion of any review or renegotiation pursuant to subsection (c).

Section 4. Compensation to the City.

a. In consideration of and as compensation for the franchise hereby granted to the Company by the City, the Company shall make an accounting on a monthly basis to the City of all electric energy that has been Distributed within the City. The Company shall pay the City:

A sum equal to five percent (5%) of the Gross Receipts received from such Distribution of electric energy; and the above sum shall be adjusted for uncollectible receivables and for receivables which are later collected.

b. Payment of the compensation above shall be effective on the first day of the first month after final passage and approval by the City and acceptance by the Company. Prior to that date, payments shall continue to be calculated and be paid in the manner previously provided in Ordinance 1004. Such payments shall be made to the City under procedures, which are mutually agreed to by the Company and the City within thirty (30) days of the last day of the month to which such accounting shall apply.

c. Notwithstanding anything to the contrary in this Franchise, the fee provided for in this Section 4 shall not become effective within any area annexed by the City until 30 days after the City provides the Company with a certified copy of the annexation ordinance, proof of publication as required by law and a map of the city detailing the annexed area.

d. Company will use commercially reasonable efforts to ensure the accuracy of its records and of the determination of the amount of Gross Receipts subject to the fee provided for in this Section 4. In the event and to the extent the accounting rendered to the City by the Company is found to be incorrect due to Company's failure to use commercially reasonable efforts as provided herein, then payment shall be made on the corrected amount, it being agreed that the City may accept any amount offered by the Company, but the acceptance thereof by the City shall not be deemed a settlement of such item if the amount is in

dispute or later found to be incorrect. The Company agrees that all of its books, records, documents, contracts and agreements as may be reasonably necessary for an effective compliance review of this Ordinance shall upon reasonable notice and at all reasonable times be opened to the inspection and examination of the officers of the City and its duly authorized agents, auditor, and employees for the purpose of verifying said accounting. Notwithstanding the obligation herein, the Company shall have the right to require the reasonable protection of proprietary information of the Company.

Section 5. Payment and Charges.

The payments and compensation herein provided shall be in lieu of all other licenses, taxes, charges, and fees, except that the usual general property taxes and special ad valorem property assessments, sales and excise taxes, or charges made for privileges which are not connected with the electric energy business, will be imposed on the Company and are not covered by the payments herein.

Section 6. Use of Right-of-Way.

a. The use of the Right-of-Way under this Franchise by the Company shall be subject to all rules, regulations, policies, resolutions, and ordinances now or hereafter adopted or promulgated by the City in the reasonable exercise of its police power relating to use, placement, location, or management of utilities located in the City's Right-of-way. In addition, the Company shall be subject to all laws, rules, regulations, policies, resolutions, and ordinances now or hereafter adopted or promulgated by the City in the reasonable exercise of its police power relating to permits, fees, sidewalk and pavement cuts, utility location,

construction coordination, screening, and other requirements on the use of the Right-of-Way; provided, however, that nothing contained herein shall constitute a waiver of or be construed as waiving the right of the Company to oppose, challenge, or seek judicial review of, in such manner as is now or may hereafter be provided by law, any such rules, regulation, policy, resolution, or ordinance proposed, adopted, or promulgated by the City. Further, the Company shall comply with the following:

b. The Company's use of the Right-of-Way shall in all matters be subordinate to the City's use of the Right-of-Way for any public purpose. The Company shall coordinate the installation of its Facilities in the Right-of-Way in a manner which minimizes adverse impact on Public Improvements, as reasonably determined by the City. Where installation is not otherwise regulated, the Facilities shall be placed with adequate clearance from such Public Improvements so as not to conflict with such Public Improvement.

c. All earth, materials, sidewalks, paving, crossings, utilities, Public Improvements, or improvements of any kind located within the Right-of-Way damaged or removed by the Company in its activities under this Franchise shall be fully repaired or replaced promptly by the Company without cost to the City, however, when such activity is a joint project of utilities or franchise holders, the expenses thereof shall be prorated among the participants, and to the reasonable satisfaction of the City in accordance with the ordinances and regulations of the City pertaining thereto. Nothing in this Franchise shall require the Company to repair or replace any materials, trees, flowers, shrubs,

landscaping or structures that interfere with the Company's access to any of its Facilities located in a Utility Easement.

d. Except in the event of an emergency, as reasonably determined by the Company, the Company shall comply with all laws, rules, regulations, policies, resolutions, or ordinances now or hereinafter adopted or promulgated by the City relating to any construction, reconstruction, repair, or relocation of Facilities which would require any street closure which reduces traffic flow. Notwithstanding the foregoing exception all work, including emergency work performed in the traveled way or which in any way impacts vehicular or pedestrian traffic shall be properly signed, barricaded, and otherwise protected.

e. The Company shall cooperate promptly and fully with the City and take all reasonable measures necessary to provide accurate and complete information regarding the location of its Facilities located within the Right-of-Way when requested by the City or its authorized agents for a Public Project. Such location and identification shall be promptly communicated in writing to the City without cost to the City, its employees, agents, or authorized contractors. The Company shall designate and maintain an agent, familiar with the Facilities, who is responsible for providing timely information needed by the City for the design and replacement of Facilities in the Right-of-Way during and for the design of Public Improvements. At the request of the Company, the City may include design for Facilities in the design of Public Projects. Also at the request of the Company, the City and/or its contractor(s) or agent(s) shall provide accurate and timely field locations of proposed Public Projects in the event the Company is required to install new and/or relocate its Facilities.

f. The Company shall promptly locate, remove, relocate, or adjust any Facilities located in the Right-of-Way if reasonably necessary and requested by the City for a Public Project. Such location removal, relocation, or adjustment for a particular Public Project shall be performed by the Company without expense to the City, its employees, agents, or authorized contractors, and shall be specifically subject to rules and regulations of the City pertaining to such. If additional location, removal, relocation, or adjustment is the result of the inaccurate or mistaken information of the Company, the Company shall be responsible for costs associated with such without expense to the City. Likewise, if additional location, removal, relocations or adjustment is the result of inaccurate or mistaken information of the City, the City shall reimburse the Company for any additional expense necessarily incurred by the Company directly due to such inaccurate or mistaken information. The Company shall only be responsible for removal, relocation, or adjustment of Facilities located in the Right-of-Way at the Company's sole cost once each five (5) years for that particular facility. The City shall reimburse the Company for the removal, relocation, or adjustment of the Company's Facilities located in the Right-of-Way if required before the expiration of five (5) years from the date of the last relocation, removal, or adjustment of that particular facility.

g. The Company shall not be responsible for the expenses of relocation to accommodate any new Public Project for Private Development initiated after the effective date of this Ordinance. The expenses attributable to such a project shall be the responsibility of the third (3rd) party upon the request and appropriate documentation of the Company. Before such expenses may be

billed to the third (3rd) party, the Company shall be required to coordinate with the third (3rd) party and the City on the design and construction to ensure that the work required is necessary and done in a cost effective manner. The Company may require payment in advance of estimated costs or relocation prior to undertaking any work required to accommodate any new Public Project for Private Development initiated after the effective date of this Ordinance.

h. The City may continue to provide a location in the Right-of-Way for the Company's Facilities as part of a Public Project, provided that the Company has cooperated promptly and fully with the City in the design of its Facilities as part of the Public Project.

i It shall be the responsibility of the Company to take adequate measures to protect and defend its Facilities in the Right-of-Way from harm or damage. If the Company fails to accurately locate Facilities when requested, it shall have no claim for costs or damages against the City. The Company shall be responsible to the City and its agents, representatives, and authorized contractors for all damages including, but not limited to, delay damages, repair costs, down time, construction delays, penalties or other expenses of any kind arising out of the failure of the Company to perform any of its obligations under this Ordinance. The above general provisions notwithstanding, the City and its authorized contractors shall take reasonable precautionary measures including calling for utility locations through Kansas One Call and exercising due caution when working near the Company's Facilities.

j. All technical standards governing construction, reconstruction, installation, operation, testing, use, maintenance, and dismantling of the Facilities

in the Right-of-Way shall be in accordance with applicable present and future federal, state, and City laws and regulations, including but not limited to the most recent standards of the Kansas Corporation Commission and U.S. Department of Transportation. It is understood that the standards established in this paragraph are minimum standards and the requirements established or referenced in this Franchise may be additional to or stricter than such minimum standards.

k. The City encourages the conservation of the Right-of-Way by the sharing of space by all utilities. Notwithstanding provisions of this Franchise prohibiting third (3rd) party use, to the extent required by federal or state law, the Company will permit any other franchised entity by an appropriate grant, or a contract, or agreement negotiated by the parties, to use any and all Facilities constructed or erected by the Company.

l. Permission is hereby granted to the Company to trim trees upon and overhanging the right-of-way and utility easements. The Company shall perform line clearance work in accordance with regulations established under OSHA 29 CFR 1910.269. All pruning operations shall be performed by personnel qualified to perform the work and in accordance with the latest versions of ANSI Z133.1 (Safety Requirements for Pruning, Repairing, Maintaining and Removing Trees, and Cutting Brush) and ANSI A300 (Part 1) (Standard Practices for Tree, Shrub, and Other Woody Plant Maintenance). For routine trimming operations, customers shall be contacted at least one (1) week in advance by either personal contact or by informational door hanger.

Section 7. Indemnity and Hold Harmless.

The Company shall indemnify and hold and save the City, its officers, employees, agents, and authorized contractors, harmless from and against all claims, damages, expense, liability, and costs including reasonable attorney fees, to the extent occasioned in any manner by the Company's occupancy of the Right-of-Way. In the event a claim shall be made or an action shall be instituted against the City growing out of such occupancy of the Right-of-Way by Facilities of the Company, then upon notice by the City to the Company, the Company shall assume responsibility for the defense of such actions at the cost of the Company, subject to the option of the City to appear and defend.

Section 8. Right of Assignment.

This Franchise shall be assignable only in accordance with the laws of the State of Kansas, as the same may exist at the time when any assignment is made.

Section 9 Acceptance of Terms by Company.

Within thirty (30) days after the final passage and approval of this Ordinance, the Company shall file with the City Clerk of the City its acceptance in writing of the provisions, terms and conditions of this Ordinance. This Ordinance shall constitute a non-exclusive contract between the City and the Company.

Section 10. Conditions of Franchise.

This non-exclusive franchise, grant, and privilege is granted under and subject to all applicable laws and under and subject to all of the orders, rules, and regulations now or hereafter adopted by governmental bodies now or hereafter having jurisdiction.

Section 11. Invalidity of Ordinance.

If any clause, sentence, or section of this Ordinance shall be held to be invalid, it shall not affect the remaining provisions of this Ordinance.

Section 12. Effective Date of Ordinance.

This Ordinance shall take effect and be in force on the first day of the first month after its passage and approval by the City, acceptance by the Company, and publication in the official city newspaper.

Section 13. Repeal of Conflicting Ordinances.

Ordinance No. 1004, which heretofore granted a non-exclusive franchise to the Company, and which became a contract between the City and the Company in accordance with its terms, and all other ordinances and resolutions or parts thereof inconsistent or in conflict with the terms hereof, are hereby canceled, annulled, repealed, and set aside.

PASSED and APPROVED by the Governing Body on the ____ day of _____, 2024.

Russ Kessler, Mayor

ATTEST:

Angie Millspaugh, City Clerk

MEMO

TO: The Honorable Russ Kessler, Mayor
Haysville City Councilmembers

FROM: Will Black, Chief Administrative Officer

SUBJECT: N. Main/63rd Sidewalk – Commitment of City Funds

DATE: March 7, 2024

The following resolution commits the city to fund its portion of the construction of the N. Main/63rd Street sidewalk. This commitment of funds is a necessary step in the KDOT process and needs to be completed prior to KDOT awarding the contract for construction of the project. By adopting the resolution, the city is committing \$146,000 as the 20% required match of federal funding for the project. This amount is budgeted to be paid from the Capital Improvements Fund.

I recommend adoption of the resolution as presented. This is before you for your consideration.



Dwight D. Eisenhower State Office Building
700 S.W. Harrison Street
Topeka, KS 66603-3745

Phone: 785-296-3861
Fax: 785-296-6946
kdot#publicinfo@ks.gov
<http://www.ksdot.gov>

Calvin E. Reed, P.E., Secretary
Tod L. Salfrank, Chief

Laura Kelly, Governor

February 22, 2024

**Project Number: 087 N-0753-01
TA-N075(301)**

City of Haysville
Mr. Tony Martinez
Director of Public Works
P.O. Box 404
Haysville, KS 67060-

Dear Mr. Martinez:

We are listing below the bidder and the low bid received at Topeka, KS on 2/21/2024 for the above numbered project.

CONTRACTOR	TYPE OF WORK	AMOUNT
APAC-KANSAS INC SHEARS DIVISION	Haysville: Seneca and 63rd St Pedestrian/Bicycle Path	\$675,909
HUTCHINSON, KS		

This is considered satisfactory when compared with the engineer's estimate, and we believe that contracts should be awarded to the low bidder. If this bid is acceptable to the City, please sign the enclosed resolution and return it to this office. In order to guarantee the low bid, we must receive the expected resolution on or before 3/15/2024. Upon receipt of the signed resolution and approval by the Secretary of Transportation the contract will be awarded.

A combination of bid items and construction engineering less a maximum of \$756,652 Federal funds will require City matching funds in the amount of \$146,000. The City remittance should be made on or before 4/11/2024.

Sincerely,

for Tod L. Salfrank, Chief
Bureau of Local Projects

tls/cch
Enclosures
c Mayor/City Manager
Ms. Pam Anderson, Chief of Fiscal Services
Mr. Nick Squires, P.E., District Five Engineer

**AUTHORITY TO AWARD CONTRACT
 COMMITMENT OF CITY FUNDS
 2/22/2024**

2 Copies to City
 Project Number: 087 N-0753-01
 TA-N075(301)

WHEREAS bids were received at Topeka, KS on 2/21/2024 for the performance of work covered by plans on the above numbered project, and

WHEREAS the bidder and the low bid or bids on work covered by this project were:

CONTRACTOR	TYPE OF WORK	AMOUNT
APAC-KANSAS INC SHEARS DIVISION	Haysville: Seneca and 63rd St Pedestrian/Bicycle Path	\$675,909
HUTCHINSON, KS		

WHEREAS bids are considered satisfactory and have been recommended by the Secretary of Transportation of the State of Kansas, hereinafter referred to as the SECRETARY, for consideration and acceptance of the work on this project as covered by such bid or bids.

**A combination of bid items and construction engineering less a maximum of \$756,652
 Federal funds will require City matching funds in the amount of \$146,000.**

BE IT FURTHER RESOLVED that City funds in the amount of \$146,000 which are required for the matching of Maximum Federal funds are hereby pledged by the City to be remitted to the Chief of Fiscal Services of the Department of Transportation of the State of Kansas on or before 4/11/2024 for use by the SECRETARY in making payments for construction work and engineering on the above designated project with final cost being determined upon completion and audit of the project.

The City certifies that no known or foreseeable legal impediments exist that would prohibit completion of the project and that the project complies with all applicable codes, standards and/or regulations required for completion.

Adopted this _____ day of _____, 20____, at _____, Kansas.

Recommended for Approval:

 City Engineer/Road Supervisor

_____, Mayor

Attest:

(Seal)

_____, Member

_____, Member

 City Clerk

INVOICE

Keep for your Records
Due on or before 4/11/2024
 PRELIMINARY STATEMENT OF COSTS
 087 N-0753-01
 TA-N075(301)

Please Remit Payment to:
 Kansas Department of Transportation
 Bureau of Fiscal Services
 700 SW Harrison Street, 3rd Floor West
 Topeka, KS 66603

Haysville: Seneca and 63rd St Pedestrian/Bicycle Path

Construction and CE Breakdown	
Actual Bid	\$673,189
Water (for grading)	\$2,720
Sub-Total Actual Bid Amount	\$675,909
LPA CE Contract	\$38,339
Sub-Total Construction and CE	\$714,248
Federal-aid Non-Participating Const. Costs	\$3,600
Federal-aid Non-Participating CE	\$204
Participating PE Costs	\$0
Participating Railroad Costs	\$0
Participating ROW Costs	\$0
Participating Utility Costs	\$0
Federal Participating Project Costs	\$710,444
Total Project Costs	\$714,248

Federal/City Funding Summary	
Total Project Costs	\$714,248
100% City Funds Due to Non-Participating	\$3,804
Federal Participating Project Costs	\$710,444
Fund 1- Available Funding	\$710,444
80% Federal Funds	\$568,355
20% City Funds	\$142,089
100% City Funds Due to Max Funding	\$0

CE Breakdown	
Total LPA CE	\$38,339
Federal Non-Participating CE	\$204
Federal Participating CE	\$38,135

Fund 1- Maximum Federal Funds 80/20	\$756,652
--	------------------

Key	
KDOT	Kansas Department of Transportation
LPA	Local Public Authority
CE	Construction Engineering (Inspection)
Const.	Construction

Totals				
	City Funds	Federal Funds	State Funds	Total Funds
Federal Non-Participating Construction	\$3,600			\$3,600
Federal Non-Participating CE	\$204			\$204
Fund 1- 80% Federal Funds		\$568,355		\$568,355
Fund 1- 20% City Funds	\$142,089			\$142,089
City Funds Due to Max Funding	\$0			\$0
Total	\$145,893	\$568,355	\$0	\$714,248

Amount to Bill City (Rounded Up)	\$146,000
---	------------------



BUREAU OF CONSTRUCTION & MATERIALS

As Read By Project (Bidders List by Individual Project)

Date: 02/21/2024

Contract Number: 524022515

Project Number: 087 N 0753-01

Federal Number: TA-N075(301)

Description: PEDESTRIAN AND BICYCLE PATHS

County: SEDGWICK

State Ties: --

Total Records: 5

[Helpful Definitions](#)

Contractor Name	Bid Amount
APAC-KANSAS INC SHEARS DIVISION	\$673,189.00
PRADO CONSTRUCTION LLC	\$693,090.00
PEARSON CONSTRUCTION LLC	\$810,864.00
BARKLEY CONSTRUCTION LLC	\$878,590.00
CONSPEC INC DBA KANSAS PAVING	\$1,101,778.00

MEMORANDUM

TO: Honorable Mayor Russ Kessler; City Council

FROM: Trish Greer, Administrative Secretary

DATE: March 11, 2024

RE: New Business Licenses, Door-to-Door Sales Applications, & Manufactured Home Park/Court License

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

- **Barista Blends – 7103 S. Broadway Ave., Ste. B – Drive-Thru Coffee & Lotus Shop**
- **Liberty Lawn & Landscape, LLC – 708 S. Blue Stem St. – Lawn Maintenance and Landscaping**
- **Quail Cleaning Services – 311 N. Basswood Ln. – Cleaning**
- **Door-to-Door Sales – Liberty Lawn & Landscape, LLC – Advertising Lawn Maintenance and Landscaping – Permit Valid 3/5/2024 – 4/3/2024**
- **Manufactured Home Park/Court Renewal License – Park Avenue Estates – 1400 E. Kay Ave.**

Sincerely,

Trish Greer
Administrative Secretary
City of Haysville



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

Filter: Incident.Address/Property Fields Zone is in list

5238,5239,5338,5339,5438,5439,5538,5539

AND Incident.Incident Type Main Incident Type does not contain Unknown

AND Incident.Basic Details Incident Date within last 30 days

Main Incident Type	Count of Incidents	Secondary Incident Type
False Alarm & False Call		
	1	Unintentional system/detector operation (no fire)
	2	System or detector malfunction
False Alarm & False Call Total (2)	3	
Fire		
	2	Natural vegetation fire
	2	Structure Fire
Fire Total (2)	4	
Good Intent Call		
	1	Steam, other gas mistaken for smoke
	3	Wrong location, no emergency found
	4	Dispatched and canceled en route
Good Intent Call Total (3)	8	
Hazardous Condition (No Fire)		
	1	Combustible/flammable spills & leaks
Hazardous Condition (No Fire) Total (1)	1	
Rescue & Emergency Medical Service Incident		
	27	Medical assist
	42	Emergency medical service (EMS) incident
Rescue & Emergency Medical Service Incident Total (2)	69	
Service Call		
	1	Water problem
	18	Public service assistance
Service Call Total (2)	19	
Total (12)	104	

02/28/24

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)
RFD	214
Cowboy Channel	154

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
Cox Communications Central Region



CITY OF HAYSVILLE, KANSAS

ADMINISTRATIVE SERVICES - 200 WEST GRAND/ P.O. BOX 404
HAYSVILLE, KANSAS 67060 - (316) 529-5900 (316) 529-5925 - FAX

TO: The Honorable Mayor Russ Kessler
City Council Members

FROM: Georgie Carter, Deputy Administrative Officer

SUBJECT: Nomination Form - Memorial

DATE: February 28, 2024

On February 27, 2024, Park Board members approved the memorial application for Larry Tyson. Attached is the nomination form for a plaque that will be installed with the braille flag to the south of the Veterans memorial.

March 29th is National Vietnam Veterans Day; the VFW is hoping to unveil/dedicate the flag with an event on that day. Attached is the application and a picture of the bronze braille flag and example plaque.

This is before you for your consideration.



CITY OF HAYSVILLE
 PO Box 404 200 W. Grand
 Haysville, KS 67060
 Phone: 316/529-5900 | Fax: 316/529-5925
www.haysville-ks.com

CITY OF HAYSVILLE Designating/Naming/Renaming Nomination Form

Applicant Information

Name:	Address:
Mailing Address If different:	
Phone Number:	Mobile/Cell Number:
Relationship to Nominee:	

Nominee Information

Name:	Phone Number:
Home Address:	
Plaque <input type="checkbox"/> Marker <input type="checkbox"/> Memorial <input type="checkbox"/> Street _____ Facility _____ Other _____	
Size and design must be approved by staff.	
Honorary Designation (Living or Deceased) Support Designation (\$ _____) Sponsorship Length (_____)	
Applicant is responsible for cost of memorial and installation of said memorial for nominee.	

Reason for Nomination:

Application received by City Clerk on _____	By _____
Given to Park Board Designee _____	Receipt of Payment _____
Cost Associated to Designate \$ _____	Park Board Representative Signature _____
Next Park Board Date _____ Approved: Yes No	Mayor's Signature _____
Next Council Date _____ Approved: Yes No	




 I pledge allegiance
 to the Flag of the
 United States of America and to the Republic
 for which it stands, one nation under God,
 indivisible, with liberty and justice for all.

TACTILE BRAILLE AMERICAN FLAG

Dedicated to
Darla Kaye Watkins Newton
 Chapter Daughters of American Revolution
 for her passion and belief the blind too should be
 able to experience the flag of the USA





insurance
employee benefits
workplace safety

March 5th, 2024

To: City of Haysville
Attn: Will Black & Angie Millspaugh

Re: City of Haysville 24 – 25 Insurance

Dear Will & Angie,

Thank you for the good communication with us in the last month as we navigate this insurance renewal for the city. We appreciate the city's trust in us to handle your insurance for another renewal. Over the last few weeks, we have discussed numerous points regarding the current market conditions and the carriers involved. To recap, here is a timeline of events and the topics we have discussed:

- EMC originally notified all municipalities that they were dramatically increasing Wind / Hail Deductibles, and it was only based on total property limit. In Haysville's case, that meant increasing from a \$10k Wind / Hail deductible to a \$75k Wind / Hail deductible.
- Will and I discussed this news and opted to get quotes from two other carriers, as well as ask EMC to rethink their decision.
- EMC received negative feedback from the municipalities and brokers regarding deductible changes. They had a meeting with all agents in mid-February adjusting their response, saying that they would now provide "multiple" deductible options.
- EMC Provided their initial proposal for the city – Property values were increased by 8%, the overall premium increased by 4% and the Wind / Hail deductible was increased to \$25k from \$10k. They provided \$50k and \$75k deductible options as well that came with additional savings.
- ICI went back to EMC and asked them to provide a lower premium renewal quote, the city has been performing well on claims history.
- Travelers declined to quote the city, saying they could not be competitive at all with the property line, they have 3% deductibles with a \$100k minimum currently.
- Midwest Public Risk cited they would need numerous additional forms to be completed, and they would not complete the quoting until late March. Their minimum deductible is \$25,000.



insurance
employee benefits
workplace safety

- EMC responded with a better proposal. The total premium on the \$25k EMC option is \$165 LESS than last year, while still increasing the property limits by 8%. The \$50k Deductible option is a good option as well – the city would see an additional \$10,176 savings, and the deductible would only increase by another \$25k. The \$75k option had additional savings beyond that.
- Will and I discussed Midwest Public Risk, and agreed we should not rush a decision, and that this may not be the right year. Midwest Public Risk is a self-funded pool, controlled by its members, and it would make sense to really learn about them and their concept before deciding on a quote a week before renewal. We let MPR know that we were not interested this year any longer.
- This excludes cyber, which came in with a 50% increase at renewal. ICI went to another cyber insurance vendor we use, Cowbell Cyber, and was able to get a proposal with slightly better coverage, but a higher deductible. Last year's cyber was \$12,827 through BCS. Renewal was \$19,570. The Cowbell offer is \$12,420, but it increases the deductible from \$5,000 to \$25,000.
- At this time, ICI recommends the city only discern between the EMC \$25k and \$50k option, with a further recommendation to choose the \$50k deductible option. The city has had 2 only Wind / Hail claims in the last 12 years, and would achieve \$10,000 savings while only increasing the deductible by \$25,000. That's under a 2.5 year payoff, and we usually advise clients if they can payoff in 6 years or less, it is probably a good decision.
- While the BCS renewal is still available for cyber insurance, ICI recommends the Cowbell Cyber option and has placed it on the comparison sheet. With this combined with the EMC options, the city is looking at an overall premium DECREASE this year.

Please do not hesitate to ask us any other questions.

Thank you!

Jeff Engel
Chief Operating Officer
ICI Insurance



City of Haysville 4/1/24 - 4/1/25 Renewal Comparison

	EMC Expiring 23-24	EMC Proposal 25K W/H	EMC Proposal 50K W/H	EMC Proposal 75K W/H	
Property	\$99,743	\$99,801	\$89,625	\$85,263	
Blanket Limit	\$44,849,911	\$48,449,803	\$48,449,803	\$48,449,803	Increase of 8% in values due to
Wind/Hail Deductible (per occurrence)	\$10,000	\$25,000	\$50,000	\$75,000	inflation of building materials
All Other Deductible (per occurrence)	\$5,000	\$5,000	\$5,000	\$5,000	
Business Interruption	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	
EQ Coverage	\$31,240,748	\$38,711,265	\$38,711,265	\$38,711,265	
EQ Deductible	10%	10%	10%	10%	
Flood - specified locations	None	None	None	None	
Crime	\$100	\$100	\$100	\$100	
Per Loss Limit	\$5,000	\$5,000	\$5,000	\$5,000	
Deductible	\$500	\$500	\$500	\$500	
Inland Marine	\$16,875	\$17,447	\$17,447	\$17,447	
Scheduled Property Floater	\$855,305	\$859,210	\$859,210	\$859,210	
Contractors Equipment- Scheduled	\$1,369,241	\$1,438,896	\$1,438,896	\$1,438,896	
Scheduled Signs	\$50,789	\$50,798	\$50,798	\$50,798	
Deductible	\$1,000	\$1,000	\$1,000	\$1,000	
Wind/Hail/Flood EQ Deductible	\$1,000	\$1,000	\$1,000	\$1,000	
EDP - Data /Media	\$204,468	\$204,468	\$204,468	\$204,468	
Leased/Rented Limit	\$75,000	\$75,000	\$75,000	\$75,000	
Business Auto	\$54,916	\$53,462	\$53,462	\$53,462	
# Units	84	82	82	82	2 less vehicles for 2024
Limit	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	
Symbols	1, 10	1, 10	1, 10	1, 10	
Medical Payments	\$5,000	\$5,000	\$5,000	\$5,000	
Comprehensive Deductible	\$1,000	\$1,000	\$1,000	\$1,000	Vehicles #1, 36, 38, 48, 54, & 81
Collision Deductible	\$1,000	\$1,000	\$1,000	\$1,000	have \$3,000 deductibles.
General Liability	\$28,232	\$28,528	\$28,528	\$28,528	
Limits	\$1M/\$2M	\$1M/\$2M	\$1M/\$2M	\$1M/\$2M	
Failure to Supply Coverage	No	No	No	No	
Medical Expense Limit	\$5,000	\$5,000	\$5,000	\$5,000	
Employee Benefits Liability	Included	Included	Included	Included	
Limits	Occurrence \$1M/\$2M	Occurrence \$1M/\$2M	Occurrence \$1M/\$2M	Occurrence \$1M/\$2M	
Deductible	\$1,000	\$1,000	\$1,000	\$1,000	
Employment Practices Liability	Included	Included	Included	Included	
Limits	Claims Made \$1M/\$2M	Claims Made \$1M/\$2M	Claims Made \$1M/\$2M	Claims Made \$1M/\$2M	
Deductible (per claim)	\$3,000	\$3,000	\$3,000	\$3,000	
Retro Date	4/1/1996	4/1/1996	4/1/1996	4/1/1996	
Public Entity Mgmt Liability (Linebacker)	\$19,151	\$19,151	\$19,151	\$19,151	
Limits	Claims Made \$1M/\$2M	Claims Made \$1M/\$2M	Claims Made \$1M/\$2M	Claims Made \$1M/\$2M	
Deductible	\$3,000	\$3,000	\$3,000	\$3,000	
Retro Date	4/1/1996	4/1/1996	4/1/1996	4/1/1996	
Law Enforcement Liability	\$17,160	\$17,514	\$17,514	\$17,514	
Limits	Occurrence \$1M/\$2M	Occurrence \$1M/\$2M	Occurrence \$1M/\$2M	Occurrence \$1M/\$2M	
Deductible	\$2,500	\$2,500	\$2,500	\$2,500	
Umbrella	\$17,479	\$17,488	\$17,488	\$17,488	
Occurrence Limit	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	
Aggregate Limit	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	
Retention	\$10,000	\$10,000	\$10,000	\$10,000	
Total EMC Package	\$253,656	\$253,491	\$243,315	\$238,953	
Cyber Liability (BCS)	\$12,827	\$12,420	\$12,420	\$12,420	
Cyber Aggregate Limit	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	
Deductible	\$5,000	\$25,000	\$25,000	\$25,000	
Deception Limit	\$250,000	\$250,000	\$250,000	\$250,000	
Deception Deductible	\$10,000	\$25,000	\$25,000	\$25,000	
Total Premiums	\$266,483	\$265,911	\$255,735	\$251,373	

22-23 \$29,547
21-22 \$30,942
20-21 \$29,155

19-20 \$30,657
18-19 \$37,385

Historical Dividends Paid by EMC:
17-18 \$34,803
16-17 \$32,815



City Of Haysville

Insurance Renewal
Policy Term – 04/01/24-04/01/25



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Your Service Team



Jeffrey C Engel
Risk Advisor

P: (316) 358-7937
jengel@ici.insurance



Suzanne Hay, CISR, CWCS
Account Manager

P: (316) 616-9424
shay@ici.insurance



Cassie A. Herrman
Claims Advocate

P: (316) 621-4913
claims@ici.insurance

Contact Information

Office Phone	(316) 265-5680
Fax	(316) 321-5625
Website	www.ici.insurance
Address	8521 E. 21st St. N., Wichita, KS 67206-2954



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NUMBER

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Need help? Just email connect@ici.insurance or call your account manager at **316.321.5600**.

Property

Company	Policy Number	Policy Term
EMPLOYERS MUTUAL CASUALTY COMPANY	9A55074	4/1/2024 to 4/1/2025

Blanket Limits						
Bldg	Blanket	Amount	Valuation	Coins	Cause of Loss	Deductible
0	Blanket Building, Personal Property and Property in the Open	\$48,449,803	R	100%	AOP	\$5,000
					Earthquake	10%

Location 1: SOUTH WAYNE ST., HAYSVILLE, KS 67060						
Bldg	Waterworks Warehouse, 1 St Frame Building Prot CI 02	Amount	Valuation	Coins	Cause of Loss	Deductible
1	Building	\$23,485	R		Special	\$5,000
	Pumphouse	\$270,570	R		Special	\$5,000
	Settling and Storage Tanks	\$155,356	R		Special	\$5,000

Location 2: 551 SOUTH DELOS, HAYSVILLE, KS 67060						
Bldg	Digester, 1 St Fire Resistive Building Prot CI 05	Amount	Valuation	Coins	Cause of Loss	Deductible
2	Building	\$36,176	R		Special	\$5,000

Main Sewer Lift, 1 St Masonry Non-Combustible Building Prot CI 05						
Bldg		Amount	Valuation	Coins	Cause of Loss	Deductible
3	Building	\$226,093	R		Special	\$5,000

Sewer Pumphouse, 1 St Modified Fire Resistive Building Prot CI 05						
Bldg		Amount	Valuation	Coins	Cause of Loss	Deductible
1	Building	\$25,446	R		Special	\$5,000
	Personal Property	\$22,032	R		Special	\$5,000

Location 3: 706 Sarah Ln, Haysville, KS 67060						
Bldg	Shelter House, 1 St Prot CI 02	Amount	Valuation	Coins	Cause of Loss	Deductible
1	Shelter House	\$12,428	R		Special	\$5,000
	Shelter House	\$116,513	R		Special	\$5,000
	Explorer Play Unit	\$16,867	R		Special	\$5,000
	South Playground	\$36,142	R		Special	\$5,000
	Fountain	\$5,849	R		Special	\$5,000
	Fishing Dock	\$16,800	R		Special	\$5,000



Park Storage and Restroom, 1 St Frame Building Prot CI 02						
2	Building	\$132,607	R		Special	\$5,000

Shelter House, 1 St Non-Combustible Building Prot CI 02						
3	Building	\$196,721	R		Special	\$5,000
4	Building	\$11,644	R		Special	\$5,000

Standalone Drinking Fountain, 1 St Prot CI 02						
5	Drinking Fountain	\$4,796	R		Special	\$5,000

Location 4: 700 SARAH LN, HAYSVILLE, KS 67060

Bldg	Bandstand, 1 St Prot CI 02	Amount	Valuation	Coins	Cause of Loss	Deductible
1	Frisbee Golf	\$10,526	R		Special	\$5,000
	Play and Outdoor Equipment	\$40,004	R		Special	\$5,000
	Bandstand	\$100,809	R		Special	\$5,000
	Light Poles	\$21,054	R		Special	\$5,000
	Light Poles	\$21,054	R		Special	\$5,000

Location 5: 429 S JANE ST, HAYSVILLE, KS 67060-1789

Bldg	Public Works Facility Mechanics Building, 1 St Non- Combustible Building Prot CI	Amount	Valuation	Coins	Cause of Loss	Deductible
1	Building	\$486,564	R		Special	\$5,000
	Personal Property	\$130,010	R		Special	\$5,000

Location 6: 200 W GRAND AVE, HAYSVILLE, KS 67060-1208

Bldg	Municipal Building, 1 St Masonry Non- Combustible Building Prot CI 02	Amount	Valuation	Coins	Cause of Loss	Deductible
1	Building	\$6,264,063	R		Special	\$5,000
	Personal Property	\$193,956	R		Special	\$5,000
	Personal Property	\$897,142	R		Special	\$5,000
	Driveway Lights	\$1,404	R		Special	\$5,000
	Parking Lot Lights	\$32,750	R		Special	\$5,000
	Cummins Generator	\$29,241	R		Special	\$5,000
	Kohl Generator	\$17,546	R		Special	\$5,000

Carport/Storage Building, 1 St Frame Building Prot CI 02						
2	Building	\$101,779	R		Special	\$5,000
	Personal Property	\$20,735	R		Special	\$5,000

Location 7: 2301 EMMETT ST, HAYSVILLE, KS 67060

Bldg	Sewer Lift Station, 1 St Prot CI 02	Amount	Valuation	Coins	Cause of Loss	Deductible
1	Sewer Lift Station	\$206,368	R		Special	\$5,000

Location 8: 142 S MARLEN DR, HAYSVILLE, KS 67060-1480

Bldg	Sewer Lift Station, 1 St Prot CI 02	Amount	Valuation	Coins	Cause of Loss	Deductible
1	Sewer Lift Station	\$206,368	R		Special	\$5,000

Location 9: 411 S JANE ST, HAYSVILLE, KS 67060-1789

Bldg	Dog Pound, 1 St Frame Building Prot CI 02	Amount	Valuation	Coins	Cause of Loss	Deductible
1	Building	\$95,503	R		Special	\$5,000

Location 10: 409 S JANE ST, HAYSVILLE, KS 67060-1789

Bldg	Police Warehouse Storage, 1 St Frame Building Prot CI 02	Amount	Valuation	Coins	Cause of Loss	Deductible
1	Building	\$19,574	R		Special	\$5,000

Location 11: 407 S JANE ST, HAYSVILLE, KS 67060-1789

Bldg	Public Works Sign Shop, 1 St Frame Building Prot CI 02	Amount	Valuation	Coins	Cause of Loss	Deductible
1	Building	\$19,574	R		Special	\$5,000

Location 12: 4100 W 79TH ST S, HAYSVILLE, KS 67060

Bldg	Water Well Station No. 5, 1 St Prot CI 04	Amount	Valuation	Coins	Cause of Loss	Deductible
1	Water Well Station No 5	\$162,147	R		Special	\$5,000

Location 13: 4114 W 79TH ST S, HAYSVILLE, KS 67060

Bldg	Water Well Station No. 6, 1 St Prot CI 04	Amount	Valuation	Coins	Cause of Loss	Deductible
1	Water Well Station No 6	\$162,147	R		Special	\$5,000

Location 14: 904 GROVER, HAYSVILLE, KS 67060

Bldg	Lift Station, Sunflower Facility With Concrete Fence,, 1 St Fire Resistive Build	Amount	Valuation	Coins	Cause of Loss	Deductible
1	Building	\$214,230	R		Special	\$5,000

Location 15: 702 S. MAIN, HAYSVILLE, KS 67060

Bldg	Lift Station, South Main, 1 St Modified Fire Resistive Building Prot CI 02	Amount	Valuation	Coins	Cause of Loss	Deductible
1	Building	\$378,606	R		Special	\$5,000

Location 16: 1975 W GRAND AVE, HAYSVILLE, KS 67060-1283

Bldg	Water Tower, 1 St Prot CI 02	Amount	Valuation	Coins	Cause of Loss	Deductible
1	Water Tower	\$2,417,073	R		Special	\$5,000

Location 17: 665 W 63Rd St S Bldg 01, Wichita, KS 67217

Bldg	Ticket Booth, 1 St Joisted Masonry Building Prot CI 02	Amount	Valuation	Coins	Cause of Loss	Deductible
2	Building	\$30,748	R		Special	\$5,000
	Personal Property	\$1,297	R		Special	\$5,000
	Press box, 2 St Frame Building Prot CI 02					
3	Building	\$20,427	R		Special	\$5,000
	Scoreboard, Fences, Back Stop, All Lights, Dugouts, 1 St Joisted Masonry Building					
1	Building	\$240,563	R		Special	\$5,000
	Personal Property	\$12,959	R		Special	\$5,000
	Fields 1-4	\$557,851	R		Special	\$5,000
	Field 6	\$43,652	R		Special	\$5,000
	Field 5	\$50,091	R		Special	\$5,000
	Field 7	\$64,331	R		Special	\$5,000
	Field 8	\$64,331	R		Special	\$5,000
	Led Sign, 1 St Prot CI 02					
4	LED Sign	\$25,732	R		Special	\$5,000
	Pre-Built Garage					
5	Building	\$19,706	R	100%	Special	\$5,000

Location 18: 403 S JANE ST, HAYSVILLE, KS 67060-1789

Bldg	Police Storage, 1 St Non-Combustible Building Prot CI 02	Amount	Valuation	Coins	Cause of Loss	Deductible
1	Building	\$143,214	R		Special	\$5,000

Location 19: 525 SARAH LN, HAYSVILLE, KS 67060-1282

Bldg	Swimming Pool Bathhouse and Pools, 1 St Joisted Masonry Building Prot CI 02	Amount	Valuation	Coins	Cause of Loss	Deductible
1	Building	\$779,082	R		Special	\$5,000
	Personal Property	\$35,265	R		Special	\$5,000
	Water Slide	\$233,031	R		Special	\$5,000
	Pools -3	\$1,553,537	R		Special	\$5,000
	Awnings	\$24,563	R		Special	\$5,000
	Splashpad/Fence	\$162,640	R		Special	\$5,000
	3ft Water Slide	\$5,849	R		Special	\$5,000
	5ft Water Slide	\$52,634	R		Special	\$5,000
	Volleyball Courts/Canopy	\$18,714	R		Special	\$5,000
	Picnic Tables	\$2,381	R		Special	\$5,000

Location 20: 415 S JANE ST, HAYSVILLE, KS 67060-1789

Bldg	Park Building/Mower Storage, 1 St Non-Combustible Building Prot CI 02	Amount	Valuation	Coins	Cause of Loss	Deductible
1	Building	\$65,116	R		Special	\$5,000

Location 21: 419 S JANE ST, HAYSVILLE, KS 67060-1789

Bldg	Pole Barn - Christmas Decorations, 1 St Non-Combustible Building Prot CI 02	Amount	Valuation	Coins	Cause of Loss	Deductible
1	Building	\$27,132	R		Special	\$5,000

Location 22: E FREEMAN AVE AT N MARLEN DR, HAYSVILLE, KS 67060

Bldg	Shelter House, 1 St Prot CI 02	Amount	Valuation	Coins	Cause of Loss	Deductible
1	Shelter House	\$8,802	R		Special	\$5,000

Location 23: 428 S JANE, HAYSVILLE, KS 67060

Bldg	Wastewater Treatment Plant, 1 St Joisted Masonry Building Prot CI 02	Amount	Valuation	Coins	Cause of Loss	Deductible
1	Building	\$12,912,508	R		Special	\$5,000
	Fence	\$23,393	R		Special	\$5,000

Location 24: 7201 S Broadway Ave, Haysville, KS 67060-1403

Bldg	Traffic Lights, 1 St Prot CI 02	Amount	Valuation	Coins	Cause of Loss	Deductible
1	Traffic Lights	\$150,830	R		Special	\$5,000

Location 25: 1100 W Grand Ave, HAYSVILLE, KS 67060-1223

Bldg	School Crossing Lights At Rex Elementary, 1 St Prot CI 02	Amount	Valuation	Coins	Cause of Loss	Deductible
1	School Crossing Lights	\$60,236	R			\$5,000

Location 26: 500 E Grand Ave, HAYSVILLE, KS 67060-1324

Bldg	School Crossing Lights With Radar Detection, 1 St Prot CI 02	Amount	Valuation	Coins	Cause of Loss	Deductible
1	School Crossing Lights	\$71,349	R		Special	\$5,000

Location 27: 1249 S Ward Pkwy, HAYSVILLE, KS 67060-1485

Bldg	Lift Station Including Concrete Fence, 1 St Prot CI 02	Amount	Valuation	Coins	Cause of Loss	Deductible
1	Lift Station	\$195,724	R		Special	\$5,000

Location 28: 608 Chatta StKirby Park, HAYSVILLE, KS 67060-7418

Bldg	South Hampton Lift Station Including Concrete Fence, 1 St Prot CI 02	Amount	Valuation	Coins	Cause of Loss	Deductible
1	Basketball Court	\$4,820	R		Special	\$5,000
	Lift Station	\$159,485	R		Special	\$5,000
	Shelter House	\$95,184	R		Special	\$5,000
	Playground Equipment	\$24,095	R		Special	\$5,000

Location 29: 1/4 Mile S. Of 79Th & WestKIRBY PARK, HAYSVILLE, KS 67060

Bldg	Pump House 7, 8, and 9, 1 St Prot CI 02	Amount	Valuation	Coins	Cause of Loss	Deductible
1	Pump House 7, 8, 9	\$143,193	R		Special	\$5,000

Location 30: 130 E 2Nd St, HAYSVILLE, KS 67060-1771

Bldg	Community Building, 1 St Frame Building Prot CI 02	Amount	Valuation	Coins	Cause of Loss	Deductible
1	Building	\$153,743	R		Special	\$5,000

Location 31: 209 S Hays Ave, HAYSVILLE, KS 67060

Bldg	Historic Wire House, 1 St Frame Building Prot CI 02	Amount	Valuation	Coins	Cause of Loss	Deductible
1	Building	\$136,393	R		Special	\$5,000
	Personal Property	\$23,393	R		Special	\$5,000
	Picnic Tables	\$1,709	R		Special	\$5,000

Location 32: 210 S Main St, HAYSVILLE, KS 67060-1734

Bldg	Bank, 1 St Frame Building Prot CI 02	Amount	Valuation	Coins	Cause of Loss	Deductible
1	Building	\$195,913	R		Special	\$5,000

Location 33: 200 S Main St, HAYSVILLE, KS 67060-1734

Bldg	Blacksmith Shop, 1 St Frame Building Prot CI 02	Amount	Valuation	Coins	Cause of Loss	Deductible
1	Building	\$97,425	R		Special	\$5,000
	Outhouse No. 1, 1 St Frame Building Prot CI 02					
2	Building	\$3,246	R		Special	\$5,000
	Gazebo	\$48,069	R		Special	\$5,000
	Outhouse No. 2, 1 St Frame Building Prot CI 02					
3	Building	\$3,246	R		Special	\$5,000

Location 34: 1200 E Dirck St, HAYSVILLE, KS 67060-1422

Bldg	Shelter House, 1 St Prot CI 02	Amount	Valuation	Coins	Cause of Loss	Deductible
1	Small Shelter House	\$12,428	R		Special	\$5,000
	Basketball Court	\$4,820	R		Special	\$5,000
	Playground Equipment	\$40,938	R		Special	\$5,000
	Shelter House	\$95,184	R		Special	\$5,000
	Frisbee Golf/Poles and Baskets	\$21,054	R		Special	\$5,000

Location 35: 362 N Moy Ave, HAYSVILLE, KS 67060-1816

Bldg	Shelter House, 1 St Prot CI 02	Amount	Valuation	Coins	Cause of Loss	Deductible
1	Playground Equip/ Wood Chips	\$31,073	R		Special	\$5,000
	Shelter House	\$95,184	R		Special	\$5,000
	Basketball Court	\$4,820	R		Special	\$5,000

Location 36: 6545 Mabel, HAYSVILLE, KS 67060

Bldg	Shelter House, 1 St Prot CI 02	Amount	Valuation	Coins	Cause of Loss	Deductible
1	Shelter House	\$95,184	R		Special	\$5,000
	Basketball Court	\$4,820	R		Special	\$5,000
	Playground Equipment	\$57,236	R		Special	\$5,000
	Shelter House, 1 St Non-Combustible Building Prot CI 02					
2	Building	\$21,497	R		Special	\$5,000

Location 37: 401 S Jane St, HAYSVILLE, KS 67060-1789

Bldg	Office For Public Works, 1 St Joisted Masonry Building Prot CI 02	Amount	Valuation	Coins	Cause of Loss	Deductible
1	Building	\$304,326	R		Special	\$5,000
	Personal Property	\$50,545	R		Special	\$5,000
	Light controls and Mill Bank Box	\$3,509	R		Special	\$5,000

Location 38: 417 S Jane St, HAYSVILLE, KS 67060-1789

Bldg	Equipment Storage North Shop, 1 St Non-Combustible Building Prot CI 02	Amount	Valuation	Coins	Cause of Loss	Deductible
1	Building	\$311,998	R		Special	\$5,000

Location 39: 1000 W Grand Ave, HAYSVILLE, KS 67060

Bldg	Middle School Crossing Lights, 1 St Prot CI 02	Amount	Valuation	Coins	Cause of Loss	Deductible
1	Middle School Crossing Lights	\$60,236	R		Special	\$5,000

Location 40: 140 N Main St, HAYSVILLE, KS 67060-1203

Bldg	Vickers Building, 1 St Joisted Masonry Building Prot CI 02	Amount	Valuation	Coins	Cause of Loss	Deductible
1	Building	\$470,379	R		Special	\$5,000
	Personal Property	\$5,849	ACV		Special	\$5,000
	Decorative Lights and Pumps	\$9,638	R		Special	\$5,000

Location 41: N Main St At W Grand Ave, HAYSVILLE, KS 67060

Bldg	Traffic Lights, 1 St Prot CI 02	Amount	Valuation	Coins	Cause of Loss	Deductible
1	Street Light controls	\$7,017	R			\$10,000
	Traffic Lights	\$168,400	R		Special	\$5,000

Location 42: 395 S Jane St, HAYSVILLE, KS 67060-1783

Bldg	Skateboard Park, 1 St Prot CI 02	Amount	Valuation	Coins	Cause of Loss	Deductible
1	Concrete Work	\$54,049	R		Special	\$5,000
	Skateboard Park – Dirt Work	\$11,696	R		Special	\$5,000
	Skateboard Park Equipment	\$116,965	R		Special	\$5,000

Location 43: 105 S Main St, HAYSVILLE, KS 67060

Bldg	Double Bathroom Historic Market, 1 St Joisted Masonry Building Prot CI 02	Amount	Valuation	Coins	Cause of Loss	Deductible
1	Building	\$23,844	R		Special	\$5,000
	Pergola	\$50,600	R		Special	\$5,000

Location 44: 160 E Karla Ave, HAYSVILLE, KS 67060-1842

Bldg	Senior Center, 1 St Non-Combustible Building Prot CI 02	Amount	Valuation	Coins	Cause of Loss	Deductible
1	Building	\$1,544,469	R		Special	\$5,000
	Personal Property	\$77,723	R		Special	\$5,000
	Light Poles	\$9,357	R		Special	\$5,000

Location 45: 435 S Jane St, HAYSVILLE, KS 67060-1789

Bldg	Sand Building, 1 St Frame Building Prot CI 02	Amount	Valuation	Coins	Cause of Loss	Deductible
1	Building	\$70,133	R		Special	\$5,000

Location 46: 240 S Main St, HAYSVILLE, KS 67060-1734

Bldg	Meeting Room - Blue House, 1 St Frame Building Prot CI 02	Amount	Valuation	Coins	Cause of Loss	Deductible
1	Building	\$119,224	R		Special	\$5,000

Location 47: 210 S Hays Ave, HAYSVILLE, KS 67060-1724

Bldg	New Library, 1 St Non-Combustible Building Prot CI 02	Amount	Valuation	Coins	Cause of Loss	Deductible
1	Building	\$4,631,895	R		Special	\$5,000

Location 48: 209 Pinner, HAYSVILLE, KS 67060-1941

Bldg	Storm Water Lift Station, 1 St Prot CI 02	Amount	Valuation	Coins	Cause of Loss	Deductible
1	Lift Station	\$168,728	R		Special	\$5,000

Location 49: 209 S Main St, HAYSVILLE, KS 67060

Bldg	Crosswalk Lights, 1 St Prot CI 02	Amount	Valuation	Coins	Cause of Loss	Deductible
1	Crosswalk Lights	\$58,482	R		Special	\$5,000

Location 50: 300 S Main St, HAYSVILLE, KS 67060-1736

Bldg	Street Light Controls and Mill Bank Box, 1 St Prot CI 02	Amount	Valuation	Coins	Cause of Loss	Deductible
1	Street Light Controls	\$5,849	R		Special	\$5,000

Location 51: 301 N Delos Ave, HAYSVILLE, KS 67060

Bldg	Street Light Controls, 1 St Prot CI 02	Amount	Valuation	Coins	Cause of Loss	Deductible
1	Street Light Controls	\$3,509	R		Special	\$5,000

Location 52: 245 S Marlen Dr, HAYSVILLE, KS 67060-1488

Bldg	Street Light Controls, 1 St Prot CI 02	Amount	Valuation	Coins	Cause of Loss	Deductible
1	Street Light Controls	\$3,509	R		Special	\$5,000

Location 53: 257 N Main St, HAYSVILLE, KS 67060

Bldg	2 Crosswalk Lights, 1 St Prot CI 02	Amount	Valuation	Coins	Cause of Loss	Deductible
1	2 Crosswalk Lights	\$58,482	R		Special	\$5,000

Location 54: 300 N Main St, HAYSVILLE, KS 67060-1153

Bldg	Millbank Box, 1 St Prot CI 02	Amount	Valuation	Coins	Cause of Loss	Deductible
1	Millbank Box	\$5,849	R		Special	\$5,000

Location 55: 1600 W Grand Ave, HAYSVILLE, KS 67060

Bldg	Stop Lights On Poles W/Video Detect Systems, 1 St Prot CI 02	Amount	Valuation	Coins	Cause of Loss	Deductible
1	Stop Lights and Poles	\$150,884	R		Special	\$5,000

Location 56: N Main St At W Grand Ave, HAYSVILLE, KS 67060

Bldg	Fountain With Lights, Sound System and Control Panels, 1 St Prot CI 02	Amount	Valuation	Coins	Cause of Loss	Deductible
1	Fountain	\$128,661	R		Special	\$5,000

Location 57: 523 Sarah Ln, HAYSVILLE, KS 67060-1282

Bldg	Haysville Recreation Center, 1 St Non-Combustible Building Prot CI 02	Amount	Valuation	Coins	Cause of Loss	Deductible
1	Building	\$6,259,127	R		Special	\$5,000
	Personal Property	\$440,265	R		Special	\$5,000

Location 58: 400 W 79Th St S, HAYSVILLE, KS 67060-9513

Bldg	Dorner Park Building/Concession Stand, 1 St Frame Building Prot CI 04	Amount	Valuation	Coins	Cause of Loss	Deductible
1	Building	\$96,765	R		Special	\$5,000
	Personal Property	\$5,849	R		Special	\$5,000
	Antique Lights	\$4,280	R		Special	\$5,000
	Benches	\$2,985	R		Special	\$5,000
	Canopy	\$6,960	R		Special	\$5,000
	Fencing	\$29,905	R		Special	\$5,000
	2 Water Fountains	\$6,803	R		Special	\$5,000
	Signage	\$2,854	R		Special	\$5,000
	4 Trash Receptacles	\$2,102	R		Special	\$5,000
	2 Doggie Waste Stations	\$417	R		Special	\$5,000
	Soccer Field	\$4,894	R		Special	\$5,000
	Trout Park Shelter	\$37,548	R		Special	\$5,000
	Playground Equipment	\$102,396	R		Special	\$5,000
	Dog Park Shades	\$3,378	R		Special	\$5,000
	Playground Shades	\$3,634	R		Special	\$5,000
	Fishing Dock	\$16,800	R		Special	\$5,000

Location 59: 412 E 4th St, Haysville, KS 67060

Bldg	Water Dept Storage Building	Amount	Valuation	Coins	Cause of Loss	Deductible
1	Building	\$62,087	R		Special	\$5,000

Additional Coverages

Description	Limit	Deductible
Unreported Buildings, Structures and Outdoor Fixtures	\$100,000	
Equipment Breakdown Coverage		

Additional Interests

Name and Address	Interest
Bonnie Mosher, Security Bank Of Kc Corporate Trust 701 Minnesota Ave Ste 206 Kansas City, KS 66101-2703	Mortgagee – Location 57, Building 1, Subject 1

Statement of Values

Company EMPLOYERS MUTUAL CASUALTY COMPANY	Policy Number 9A55074	Policy Term 4/1/2024 to 4/1/2025
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Loc	Bldg	Street Address	City	State	Occupancy	Building	Property	Business Income	Year Built	Square Feet	Construction Type
0	0	Blanket Coverage Information			Blanket						
1	1	South Wayne St.	Haysville	KS	Waterworks Warehouse, 1 St Frame Building Prot CI 02	\$23,485			1965	1,000	Frame
2	1	551 South Delos	Haysville	KS	Sewer Pumphouse, 1 St Modified Fire Resistive Building Prot CI 05	\$25,446	\$22,032		1975	1,000	Modified Fire Resistive
2	2	551 South Delos	Haysville	KS	Digester, 1 St Fire Resistive Building Prot CI 05	\$36,176			1975	1,000	Fire Resistive
2	3	551 South Delos	Haysville	KS	Main Sewer Lift, 1 St Masonry Non-Combustible Building	\$226,093			1975	1,000	Masonry Non-Combustible
3	1	706 Sarah Ln	Haysville	KS	Shelter House, 1 St Prot CI 02				1985		Other
3	2	706 Sarah Ln	Haysville	KS	Park Storage and Restroom, 1 St Frame Building Prot CI 02	\$132,607			1990	1,000	Frame
3	3	706 Sarah Ln	Haysville	KS	Shelter House, 1 St Non-Combustible Building Prot CI 02	\$196,721			1985	1,000	Non-Combustible
3	4	706 Sarah Ln	Haysville	KS	Shelter House, 1 St Non-Combustible Building Prot CI 02	\$11,644			1985	100	Non-Combustible
3	5	706 Sarah Ln	Haysville	KS	Standalone Drinking Fountain, 1 St				2017		Other
4	1	700 Sarah Ln	Haysville	KS	Bandstand, 1 St Prot CI 02				2001		Other
5	1	429 S Jane St	Haysville	KS	Public Works Facility Mechanics Building, 1 St Non-Combustible Building Prot CI	\$486,564	\$130,010		1975	1,000	Non-Combustible
6	1	200 W Grand Ave	Haysville	KS	Municipal Building, 1 St Masonry Non-Combustible Building	\$6,264,063	\$897,142		1975	13,076	Masonry Non-Combustible
6	2	200 W Grand Ave	Haysville	KS	Carport/Storage Building, 1 St Frame Building Prot CI 02	\$101,779	\$20,735		1975	1,000	Frame
7	1	2301 Emmett St	Haysville	KS	Sewer Lift Station, 1 St Prot CI 02				1975		Other



Loc	Bldg	Street Address	City	State	Occupancy	Building	Property	Business Income	Year Built	Square Feet	Construction Type
8	1	142 S Marlen Dr	Haysville	KS	Sewer Lift Station, 1 St Prot CI 02				1975		Other
9	1	411 S Jane St	Haysville	KS	Dog Pound	\$95,503			1965	1,000	Frame
10	1	409 S Jane St	Haysville	KS	Police Warehouse Storage	\$19,574			1965	1,000	Frame
11	1	407 S Jane St	Haysville	KS	Public Works Sign Shop	\$19,574			1965	1,000	Frame
12	1	4100 W 79th St S	Haysville	KS	Water Well Station NO 5				1970		Other
13	1	4114 W 79th St S	Haysville	KS	Water Well Station No. 6				1970		Other
14	1	904 Grover	Haysville	KS	Lift Station, Sunflower Facility	\$214,230			1975	1,000	Fire Resistive
15	1	702 S. Main	Haysville	KS	Lift Station, South Main,	\$378,606			1975	1,000	Modified Fire Resistive
16	1	1975 W Grand Ave	Haysville	KS	Water Tower				1970		Other
17	1	665 W 63rd St S	Wichita	KS	Scoreboard, Fences, Back Stop, All Lights, Dugouts,	\$240,563	\$12,959		2001	1,000	Joisted Masonry
17	2	665 W 63rd St S	Wichita	KS	Ticket Booth	\$30,748	\$1,297		2001	1,000	Joisted Masonry
17	3	665 W 63rd St S	Wichita	KS	Press box, 2	\$20,427			2011	100	Frame
17	4	665 W 63rd St S	Wichita	KS	Led Sign				2016		Other
17	5	665 W 63rd St S	Wichita	KS	Pre-Built Garage	\$19,706			2023	640	Frame
18	1	403 S Jane St	Haysville	KS	Police Storage	\$143,214			1975	1,000	Non-Combustible
19	1	525 Sarah Ln	Haysville	KS	Swimming Pool Bathhouse and Pools, 1 St	\$779,082	\$35,265		2001	1,000	Joisted Masonry
20	1	415 S Jane St	Haysville	KS	Park Building/Mower Storage	\$65,116			1985	1,000	Non-Combustible
21	1	419 S Jane St	Haysville	KS	Pole Barn - Christmas Decorations	\$27,132			1960	1,000	Non-Combustible
22	1	E Freeman Ave At N Marlen Dr	Haysville	KS	Shelter House				2001		Other
23	1	428 S Jane	Haysville	KS	Wastewater Treatment Plant	\$12,912,508			1997	1,000	Joisted Masonry
24	1	7201 S Broadway Ave	Haysville	KS	Traffic Lights				1990		Other
25	1	1100 W Grand Ave	Haysville	KS	School Crossing Lights At Rex Elementary				1990		Other



Loc	Bldg	Street Address	City	State	Occupancy	Building	Property	Business Income	Year Built	Square Feet	Construction Type
26	1	500 E Grand Ave	Haysville	KS	School Crossing Lights With Radar Detection				1990		Other
27	1	1249 S Ward Pkwy	Haysville	KS	Lift Station Incl Concrete Fence				1990		Other
28	1	608 Chatta St Kirby Park	Haysville	KS	South Hampton Lift Station Including Concrete Fence				2001		Other
29	1	1/4 Mile S. Of 79th & West Kirby Park	Haysville	KS	Pump House 7, 8, and 9				2001		Other
30	1	130 E 2nd St	Haysville	KS	Community Building	\$153,743			2001	1,000	Frame
31	1	209 S Hays Ave	Haysville	KS	Historic Wire House	\$136,393	\$23,393		2002	1,000	Frame
32	1	210 S Main St	Haysville	KS	Bank	\$195,913			2002	1,000	Frame
33	1	200 S Main St	Haysville	KS	Blacksmith Shop	\$97,425			2002	1,000	Frame
33	2	200 S Main St	Haysville	KS	Outhouse No. 1	\$3,246			2002	1,000	Frame
33	3	200 S Main St	Haysville	KS	Outhouse No. 2	\$3,246			2002	1,000	Frame
34	1	1200 E Dirck St	Haysville	KS	Shelter House				2003		Other
35	1	362 N Moy Ave	Haysville	KS	Shelter House				2003		Other
36	1	6545 Mabel	Haysville	KS	Shelter House				2003		Other
36	2	6545 Mabel	Haysville	KS	Shelter House	\$21,497			2001	1,000	Non-Combustible
37	1	401 S Jane St	Haysville	KS	Office For Public Works	\$304,326	\$50,545		2003	1,000	Joisted Masonry
38	1	417 S Jane St	Haysville	KS	Equipment Storage North Shop	\$311,998			2003	1,000	Non-Combustible
39	1	1000 W Grand Ave	Haysville	KS	Middle School Crossing Lights				2004		Other
40	1	140 N Main St	Haysville	KS	Vickers Building	\$470,379	\$5,849		1956	1,000	Joisted Masonry
41	1	N Main St At W Grand Ave	Haysville	KS	Traffic Lights				2005		Other
42	1	395 S Jane St	Haysville	KS	Skateboard Park				2005		Other
43	1	105 S Main St	Haysville	KS	Double Bathroom Historic Market	\$23,844			2008	128	Joisted Masonry
44	1	160 E Karla Ave	Haysville	KS	Senior Center	\$1,544,469	\$77,723		2008	8,749	Non-Combustible
45	1	435 S Jane St	Haysville	KS	Sand Building	\$70,133			2008	2,688	Frame



Loc	Bldg	Street Address	City	State	Occupancy	Building	Property	Business Income	Year Built	Square Feet	Construction Type
46	1	240 S Main St	Haysville	KS	Meeting Room - Blue House	\$119,224			1999	1,170	Frame
47	1	210 S Hays Ave	Haysville	KS	New Library	\$4,631,895			2009	24,056	Non-Combustible
48	1	209 Pirner	Haysville	KS	Storm Water Lift Station				1990		Other
49	1	209 S Main St	Haysville	KS	Crosswalk Lights				1990		Other
50	1	300 S Main St	Haysville	KS	Street Light Controls and Mill Bank Box				1990		Other
51	1	301 N Delos Ave	Haysville	KS	Street Light Controls				1990		Other
52	1	245 S Marlen Dr	Haysville	KS	Street Light Controls				1990		Other
53	1	257 N Main St	Haysville	KS	2 Crosswalk Lights				1990		Other
54	1	300 N Main St	Haysville	KS	Millbank Box				2011		Other
55	1	1600 W Grand Ave	Haysville	KS	Stop Lights On Poles W/Video Detect Systems				2013		Other
56	1	N Main St At W Grand Ave	Haysville	KS	Fountain With Lights, Sound System and Control Panels				2014		Other
57	1	523 Sarah Ln	Haysville	KS	Haysville Recreation Center	\$6,259,127	\$440,265		2017	30,268	Non-Combustible
58	1	400 W 79th St S	Haysville	KS	Dorner Park Building/Concession Stand	\$96,765	\$5,849		2018	896	Frame
59	1	412 E 4th St	Haysville	KS	Water Dept Storage Building	\$62,087			2023	1,920	Frame
Total Insured Value						\$36,976,271	\$1,723,064	\$0			

Valuation Definitions

(A) Actual Cash Value	(F) Functional Replacement Cost	(L) Actual Loss Sustained	(R) Replacement Cost
(E) Agreed Amount (Waived Coinsurance)	(G) Guaranteed Replacement Cost	(O) Other	(V) Agreed Value



General Liability

Company	Policy Number	Policy Term
EMPLOYERS MUTUAL CASUALTY COMPANY	9155074	4/1/2024 to 4/1/2025

Description	Limit
General Aggregate	\$2,000,000
Products / Completed Operations Aggregate	\$2,000,000
Each Occurrence	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Fire Damage – Any One Fire	\$500,000
Medical Expense – Any One Person	\$10,000
Employee Benefits – Each Loss / Claim	\$1,000,000
Employee Benefits Deductible	\$1,000

Locations and Exposures

Location 1: INSURED PREMISES-OPERATIONS, CITY OF HAYSVILLE, HAYSVILLE, Kansas 67060				
Bldg	Class Code	Classification	Premium Basis	Exposure
1	46590	Parades (4)	Other	2
1	48924	Swimming Pools - Commercially Operated (4)	Gross Sales	\$119,637
1	87658	Waterslides	Other	3
1	99943	Water Companies (4)	Payroll	\$179,642
1	87702	Sexual Abuse Or Sexual Misconduct	Other	11,315
1	87710	Additional Insured - Association Or Organization	Other	1
1	87718	Pesticide Or Herbicide Applicator Coverage	Other	1
1	87852	Municipal - Violent Event Response Coverage	Other	11,315
1	87906	Pollution Exclusion - Limited Exception For Water And Wastewater Treatment Plants	Other	IF ANY
1	89035	Skateboard/In-Line Skating Areas	Other	1
1	87500	Employee Benefits Liability Coverage	Other	107
1	87526	Town Liability-Prem/Ops In Progress Incl Work Subcontr To Others (3)	Other	11,315
Location 2: 416 W Grand Ave, Haysville, Kansas 67060-1210				
Bldg	Class Code	Classification	Premium Basis	Exposure
1	68606	VACANT BUILDINGS - NOT FACTORIES (1) (4)	Area	3,680

Additional Interests

Name and Address	Interest
City Library Board	Additional Insured



General Liability

Coverage Highlights CG7578



EMC's General Liability Elite Extension CG7578 is available for use with most policies.

General Liability Coverage	CG7578
Additional Insured: Primary and noncontributory	Included; automatic if required by contract
Blanket Additional Insured: Specified relationships	Included if required by contract
Damage to Premises Rented to You: Fire legal liability	\$500,000; include fire, lightning, explosion, smoke or sprinkler leakage damage
Expected or Intended Injury: Reasonable force	Included; bodily injury and physical damage
Extended Property Damage Coverage for Borrowed Equipment and Customer Goods: Care, custody, control	\$5,000 per occurrence; \$10,000 policy; \$250 deductible
Fellow Employee Coverage	Included
Fire, Lightning, or Explosion Damage	Expanded definition
General Liability Conditions: Duties in event of accident	Included; clarifies the requirement
General Liability Conditions: Unintentional failure to disclose exposures	Included
Health Care Service Professionals As Insureds: Incidental malpractice	Included
Liberalization	Automatic revisions
Medical Payments Limit	\$10,000
Medical Payments Reporting Period	3 years extended reporting
Mental Anguish	Included in definition of "bodily injury"
Newly Formed or Acquired Organizations: As Insureds	Until the end of the policy period
Non Owned Watercraft	Less than 60 ft long
Property Damage: Elevators	Amendment of exclusions regarding elevators, reduces application of care, custody or control exclusion
Subsidiaries As Insureds	When you own 50% of the voting stock on the effective date of the policy
Supplementary Payments: Bail bonds/loss earnings	\$5,000 bail bond limit; \$500 loss of earning
Waiver of Transfer of Rights of Recovery	Included; if required by contract

Business Auto

Company	Policy Number	Policy Term
EMPLOYERS MUTUAL CASUALTY COMPANY	9E55074	4/1/2024 to 4/1/2025

Description	Symbol*	Limit / Deductible
Liability – Combined Single Limit – Bodily Injury	1	\$1,000,000
Uninsured Motorists – Combined Single Limit	6	\$1,000,000
Hired / Borrowed Liability		Included
Non-Owned Liability		Included

Symbol Definitions		
(1) Any Auto	(4) Owned Autos Other Than Private Passenger	(7) Autos Specified on Schedule
(2) All Owned Autos	(5) All Owned Autos Requiring No-Fault Coverage	(8) Hired Autos
(3) Owned Private Passenger Autos	(6) Owned Autos Subject to Compulsory U.M. Law	(9) Non-Owned Autos

Vehicle Schedule

Veh	Year, Make & Model	VIN	Comp	Collision
1	1994 Ford Dump Truck	1FDZU82E6RVA20106	\$3,000	\$3,000
2	1951 Chev	5JKC30357		
3	1971 Ford Sedan	1P53S175998		
4	1990 Home Trlr W/ Attachs	KS118346		
5	1995 Chevy Pickup W/Util Box	1GBGC34K1SE128552	\$1,000	\$1,000
6	1990 Chevy 3500 1 Ton Trk	2GCHC39N3L1115078	\$1,000	\$1,000
7	1999 Versa-Vac Trailer	1J9111720XC124216		\$1,000
8	1997 Chevy Blazer 4 Dr	1GNND13W9V2131154	\$1,000	\$1,000
9	2000 Chevrolet 3500 Hd	1GBKC34J2YF417914	\$1,000	\$1,000
10	1995 Chev C3500 W /Cab-Chas	1GBKC34N3SJ118391	\$1,000	\$1,000
11	2001 Ford Crown Victoria	2FAFP74WX1X133113	\$1,000	\$1,000
12	1993 Gmc 1500 1/2 Ton Pickup	1GTDC14K3PZ533654		
13	1991 Chevy Flat Bed Truck	1GBJC34N8ME168713		
14	1997 Cronkite Trailer	473763329V1101078		
15	2003 Gmc Sierra	1GDJC34143E332624	\$1,000	\$1,000
16	2005 Chev 3500 Trk W/Dump	1GBJC34225E296338	\$1,000	\$1,000
17	2006 Chev Pu	1GCHC24D86E214104	\$1,000	\$1,000
18	2006 Ford F250 4x2 Pickup	1FDNF20506EC51622	\$1,000	\$1,000
19	2006 Chevrolet Pickup	1GBHC24DX6E213878	\$1,000	\$1,000
20	1999 Ford F350 4x4 Quad	1FTSW31FXED85622	\$1,000	\$1,000
21	2006 Ru2system C Kustom Fas	1R9BR08196A482137	\$1,000	\$1,000
22	2006 Diamon Trailer	106592	\$1,000	\$1,000



Veh	Year, Make & Model	VIN	Comp	Collision
23	2007 Chev Truck	1GCHC29687E549407	\$1,000	\$1,000
24	2006 Roadclipper Trailer	46UFU101861102752	\$1,000	\$1,000
25	2008 Chevy Trail Blazer Pub	1GNNDT13S482211236	\$1,000	\$1,000
26	2008 Chevrolet Colorado	1GCCS39E088209579	\$1,000	\$1,000
27	2008 Home Utility Trailer	KS128433	\$1,000	\$1,000
28	2009 Road Clipper Flat Bed	46UFU101991121525	\$1,000	\$1,000
29	2012 Chevrolet 3500	1GB3CZCL8CF187735	\$1,000	\$1,000
30	2012 Chevrolet Tahoe	1GNLC2E07CR326829	\$1,000	\$1,000
31	2013 Ford Taurus	1FAHP2D81DG184572	\$1,000	\$1,000
32	2013 Ford Taurus	1FAHP2D83DG184573	\$1,000	\$1,000
33	2004 Gmc Yukon	1GKEK13T44R166586	\$1,000	\$1,000
34	2013 Chevrolet Cc10706	1GNLC2E07DR346600	\$1,000	\$1,000
35	2013 Chevrolet Cc10706	1GNLC2E03DR348747	\$1,000	\$1,000
36	2009 Kenworth Dump Trk	1XKDDB0X99J254641	\$3,000	\$3,000
37	2013 Subaru Outback	4S4BRCAC6D3310906	\$1,000	\$1,000
38	2014 Deckover Dumpbed	4P5DS1625E1210403	\$3,000	\$3,000
39	2015 Chevrolet Ck25903	1GC0KUE8XFZ132364	\$1,000	\$1,000
40	2015 Chevrolet 1500	1GCVKPEC4FZ160639	\$1,000	\$1,000
41	2008 Gmc C5500 W/	1GDE5C3988F416479	\$1,000	\$1,000
42	2015 Chevrolet Tahoe	1GNLC2EC2FR525446	\$1,000	\$1,000
43	2015 John Deere 614dm	1L06140MEFG829290	\$1,000	\$1,000
44	2016 Ford Explorer	1FM5K8AR7GGA47163	\$1,000	\$1,000
45	2008 Chevrolet Equinox Ls	2CNDL13F486319026	\$1,000	\$1,000
46	2016 Ford Explorer	1FM5K8AR7GGB54133	\$1,000	\$1,000
47	2009 Gmc 5500 4x4	1GDE5C3949F404878	\$1,000	\$1,000
48	2006 Gmc C7500 W/ Sewer	1GDJ7C1346F417553	\$3,000	\$3,000
49	2016 Chevrolet Silverado	1GCVKNEC6GZ271926	\$1,000	\$1,000
50	2016 Chevy Silverado	1GCVKNEC3GZ271298	\$1,000	\$1,000
51	2017 Ford Explorer	1FM5K8AR3HGA36114	\$1,000	\$1,000
52	2017 Ford Explorer	1FM5K8AR5HGA36115	\$1,000	\$1,000
53	2017 Chevrolet Traverse	1GNKVGKD2HJ143905	\$1,000	\$1,000
54	2017 Ravo 5i Street	XL95FCHB5HA020057	\$3,000	\$3,000
55	2018 Dodge Ram 1500 St	1C6RR7FT9JS140987	\$1,000	\$1,000
56	2018 Ford Explorer	1FM5K8AR6JGA83496	\$1,000	\$1,000
57	2018 Dodge Ram 1500	1C6RR7FT8JS252616	\$1,000	\$1,000
58	2018 Dodge Ram 1500	1C6RR7KT0JS323314	\$1,000	\$1,000
59	2019 Chevrolet Equinox	2GNAXHEV5K6162937	\$1,000	\$1,000
60	2019 Ford Explorer	1FM5KBAR6KGB54455	\$1,000	\$1,000
61	2019 Ford Explorer	1FM5K8AR4KGB54454	\$1,000	\$1,000
62	2020 Buck Dandy Utility	4DHUS1212LS045585	\$1,000	\$1,000

Veh	Year, Make & Model	VIN	Comp	Collision
63	2019 Roadclipper Utility	46UFU1011K1211063	\$1,000	\$1,000
64	2020 Ford Explorer	1FM5K8AB3LGB67443	\$1,000	\$1,000
65	2019 Ford E450sd	1FDFE4FS1KDC74083	\$1,000	\$1,000
66	2020 Buck Dandy Flatbed	4DHUS1415LS046565	\$1,000	\$1,000
67	2020 Dodge Ram 2500	3C6MR5AJ4LG274644	\$1,000	\$1,000
68	2020 Ram 2500	3C6UR5HJ4LG272768	\$1,000	\$1,000
69	2020 Dodge Ram 2500	3C7WR4AJ0LG296915	\$1,000	\$1,000
70	2020 Dodge Ram 1500 C	1C6RR7KT5LS159304	\$1,000	\$1,000
71	2021 Ford Explorer	1FM5K8AB9MGA19864	\$1,000	\$1,000
72	2021 Ford Explorer	1FM5K8AB1MGC45378	\$1,000	\$1,000
73	2021 Ram 1500 Class	3C6RR7KG4MG714643	\$1,000	\$1,000
74	2021 Ram 1500 Class	3C6RR7KG6MG714644	\$1,000	\$1,000
75	2022 Dodge Ram 3500	C363R3GJ2NG156263	\$1,000	\$1,000
76	2022 Ram 3500	3C7WRTCJ3NG123206	\$1,000	\$1,000
77	2020 Vactron Vacuum	5HZG16218LK002223	\$1,000	\$1,000
78	2022 Dodge Durango	1C4SDJFT8NC193007	\$1,000	\$1,000
79	2012 Buck Dandy Flatbed	4DHUS1215CS028571	\$1,000	\$1,000
80	2014 Buck Dandy Flatbed	4DHUS1215ES030016	\$1,000	\$1,000
81	2022 Ram 5500	3C7WRNAL9NG395193	\$3,000	\$3,000
82	2023 Dodge Durango	1C4RDJFG1PC558258	\$1,000	\$1,000

Driver List

Name	Date of Birth	License Number	State
Angela Riedl	On File	On File	KS
Anthony Ramirez	On File	On File	KS
Ashley Spaulding	On File	On File	KS
Austin Barrett	On File	On File	KS
Brian Hale	On File	On File	KS
Jacob Letourneau	On File	On File	KS
Jaime Romero	On File	On File	KS
Scott Kitzenberger	On File	On File	KS
Stephen George	On File	On File	KS
Twyla Nguyen	On File	On File	KS
Robert J Arneson	On File	On File	KS
Samuel B Arnold	On File	On File	KS
Chad L Bettles	On File	On File	KS
William C Black	On File	On File	KS
Georgie A Carter	On File	On File	KS
Chad A Case	On File	On File	KS
Jessica D Childs	On File	On File	KS



Name	Date of Birth	License Number	State
Kayla A Kostecki	On File	On File	KS
Francisco S Cortez III	On File	On File	KS
Amanda M Diaz	On File	On File	KS
Grady L Germany Jr	On File	On File	KS
Justin D Hehnke	On File	On File	KS
Michael J Lippoldt	On File	On File	KS
Keith D Luongo	On File	On File	KS
Kyle W Lyons	On File	On File	KS
Antonio Martinez Jr	On File	On File	KS
Michael E Mcelroy	On File	On File	KS
Levi T Brewer	On File	On File	KS
Mark A Mullin	On File	On File	KS
Randy D Nowak	On File	On File	KS
Sean T Rinehart	On File	On File	KS
Teri L Sanders	On File	On File	KS
Brady G Simmons	On File	On File	KS
Johnathan D Simons	On File	On File	KS
Jennifer M Sohm	On File	On File	KS
Kenneth E Stark	On File	On File	KS
Randy D Stokes Jr	On File	On File	KS
Cale W Topinka	On File	On File	KS
Lidia M Vargas	On File	On File	KS
Aaron L Watkins	On File	On File	KS
Dawn M Smith	On File	On File	KS
Jeffrey W Whitfield	On File	On File	KS
Malcolm P Young	On File	On File	KS
Jonathan R Marr	On File	On File	KS
Jessica D Starnes	On File	On File	KS
Jose G Aguilar Jr	On File	On File	KS
Marshall D Litchfield	On File	On File	KS
Carl L Rose	On File	On File	KS
Jeffrey E Snyder	On File	On File	KS
Nancy A Bernardo	On File	On File	KS
Jocelyn Stark	On File	On File	KS
Whitney K Hulse	On File	On File	KS
Kristen K McDaniel	On File	On File	KS
Christopher D Worrell	On File	On File	KS
Jill A Ward	On File	On File	KS
Angela D Millspaugh	On File	On File	KS
Nathaniel Caballero	On File	On File	KS

Name	Date of Birth	License Number	State
Eugene Satterfield	On File	On File	KS
Ciara Leach	On File	On File	KS
Jordynn Corbett	On File	On File	KS
Tracy Roniger	On File	On File	KS
Cody Erwin	On File	On File	KS
Nicholas Norris	On File	On File	KS
Eula Mckinley	On File	On File	KS
Trisha Greer	On File	On File	KS
Levon Crotts	On File	On File	KS
Tucker Chamberlain	On File	On File	KS
Curtis Lewis	On File	On File	KS
Danielle Gabor	On File	On File	KS
Cynthia Harris	On File	On File	KS
Tamara Jacobs	On File	On File	KS
Jonathan Tardiff	On File	On File	KS
David Liang	On File	On File	KS
Owen D Bailey	On File	On File	KS
Jairo Camarena	On File	On File	KS
Laurel N Ferranti	On File	On File	KS
Hailey M Henry	On File	On File	KS
Craig A Hodson	On File	On File	KS
Jessica Hyle	On File	On File	KS
Aaron D Kirchert	On File	On File	KS
Tiffany L McCart	On File	On File	KS
Ashton T Nguyen	On File	On File	KS
Elijah J Perry	On File	On File	KS

Additional Interests

Name and Address	Interest
Enterprise FM Trust PO Box 16805 Saint Louis MO 63105	Additional Insured
Leasing 2 Inc And /Or Its Assigns 1720 W Cass St Tampa, FL 33606-1258	Additional Insured Lessor and Loss Payee – Vehicle 54

Commercial Auto

Coverage Highlights CA7450



EMC's Elite Commercial Auto Extension CA7450 is available for most policies.

Commercial Auto Coverage	CA7450
Airbag Accidental Discharge	Included; mechanical breakdown exclusion does not apply
Audio, Visual, Electronic Equipment Coverage	\$5,000 limit
Auto Loan/Lease Coverage: Unpaid amounts, penalties, fees	Included; \$500 max for fees or penalties
Autos Rented or Hired by Employees	Included
Blanket Additional Insureds	Written agreement
Business Auto Conditions	
Duties in event of accident	Included
Unintentional failure to disclose exposures	Included
Employees as Additional Insureds	Included
Extra Expense for Stolen Auto	\$1,000 limit
Fellow Employee	Included
Glass Repair or Replacement: Waiver of deductible	No deductible
Hired Auto Physical Damage	Included; no limit
Lessors financial loss when liable for accident	\$1,000 per accident
Liberalization	Automatic revisions
Lockout/Key Expense (including electronic)	\$250 private passenger
Loss of Two or More Covered Autos Same Accident	One deductible
Mental Anguish	Included in definition of "bodily injury"
Newly Formed or Acquired Organizations	Up to 180 days after acquisition
Personal Effects	\$500 limit
Personal Property of Others	\$500 limit
Rental Reimbursement: Not theft	\$75 day; 30 days; \$2,250 max
Replacement Cost on New Autos	Included; if less than 180 days
Subsidiaries as Insureds	When you own 50% of the voting stock on the effective date of this policy
Supplementary Payments	\$5,000 for bail bonds; \$500 loss of earnings
Temporary Substitute Autos: Physical damage coverage	Included
Towing	\$100 private passenger type; \$500 other than private passenger type
Transportation Expense: For total theft	\$75 per day; \$2,500 max

Inland Marine - Equipment Floater

Company	Policy Number	Policy Term
EMPLOYERS MUTUAL CASUALTY COMPANY	9C55074	4/1/2024 to 4/1/2025

Description	Value
Coverage Type	Scheduled
Coverage Form	Named perils (including theft)
Valuation	Actual Cash Value
Total Scheduled Contractors Equipment	\$1,438,896
Scheduled Property Floater	\$859,210
Coinsurance	80%
Deductible	\$1,000

Unscheduled Equipment

Description	Maximum Item	Limit
Lease/Rented Equipment	\$75,000	
EDP Hardware		\$204,468
EDP Software		\$7,500

Scheduled Equipment

Item	Description	ID/Serial Number	Insurance Amount
1	John Deere 997 Diesel O Coneq Turning Mower	DM997SC022125	\$10,000
2	Striper-Line Iv200 Hs Coneq Lazer With Attachments		\$11,718
3	2002 John Deere Excavator Coneq 48in Bucket	6U6488	\$95,000
4	Coneq 25ft Bush Hog		\$10,250
5	2004 John Deere X485-Liq Coneq Tractor W/3 Point Kit Bm17327	MOX485B030929	\$5,200
6	John Deere 997 Coneq Diesel Z Trak 72in Side	1TC997SCTCT071102	\$13,850
7	Envirosight Veri Sight Pro Coneq Sewer Camera	VP600248	\$10,000
8	2013 John Deere Coneq 997	1TC997SCPCF080219	\$14,300
9	Coneq H2h Logger	LL-H2S-1000-NOD	\$1,970
10	2013 John Deere 997 Coneq Commercial Lc Diesel Z Trak Mower	1TC997SBKDF080179	\$12,461
11	2014 Atlas Copco (Dynapac) Coneq Double Drum Vibratory Roller 36 Inch Wid	100000303V0C00409	\$15,700
12	1979 Clark C300-50 Coneq Forklift		\$1,500
13	2015 Aquatracer 200 Coneq Line Locator	15021009	\$3,350
14	T120 Coneq Bush Wacker	05T120043801014	\$3,000
15	2015 John Deere Coneq 72 Inch Mid-Mount Side Discharge Mower	97663	\$3,996
16	2015 Sigma As950 Coneq Refrigerated Lab Sampler Unit	152860002309	\$3,991



Item	Description	ID/Serial Number	Insurance Amount
17	2016 Subsurface MI-35 Coneq Instruments Magnetic Locator	160322	\$915
18	2016 Stalker Coneq Lidar Xs	LH2818	\$1,400
19	2015 Lt Rich Coneq Products Z Spray Intermediate	ZS4630-2015-179	\$9,600
20	2018 Grasshopper 900d Coneq Mower W/3472pf Deck Tractor	6818416	\$17,000
21	2017 Optoma H0143xdlp Coneq Projector (Outdoor Movie Theater Sys)	QH3X751AAAAAC1608	\$2,000
22	Toro Reelmaster 5500-D Coneq Mower	230000419	\$6,000
23	Toro Reelmaster 5500-D Coneq Mower	230000128	\$6,000
24	Toro Reelmaster 5500-D Coneq Mower	230000131	\$6,000
25	2019 Coneq Bcm Cqb11 Mod 2.5 Caliber Rifle W/	A060355	\$1,257
26	2019 Coneq Bcm Cqb11 Mod2 5.5 Caliber Rifle W/	A060356	\$1,257
27	2019 Coneq Bcm Cqb11 Mod 2 5.5 Caliber Rifle W/	A060357	\$1,257
28	2020 Grasshopper 900d Coneq Mower W/Deck	7010658M/7040073D	\$17,215
29	2019 Grasshopper 112 Coneq Edger Eze	7070565	\$1,036
30	2019 Grasshopper 660 Coneq Mower	7070823	\$5,116
31	2019 Husqvarna K770 Coneq 14 Power Cutter	20184301180	\$919
32	2019 John Deere 310sl HI Coneq Backhoe Loader	1T0310HLKKF367357	\$111,264
33	9153kxtw2f Gasboy Coneq Fuel Dispenser	AT00007103	\$7,930
34	Syn-Tech Systems Inc Fmu2500 Coneq Fuel Master Controller	18421	\$10,512
35	2019 Bush Hog 2815r4 Coneq Mower	10107	\$17,000
36	2019 Plus Professional 867128 Coneq Gg04 Gps	286345	\$9,540
37	2012 John Deere 210g Coneq Tractor	1FF210GXECE520027	\$123,000
38	2020 John Deere Z997r Coneq Tractor Mower	1TCZ997RLLD060890	\$19,805
39	2016 John Deere 915b2 Coneq Mower	ICT915BAHGT041092	\$9,000
40	1987 John Deere 855 Coneq Tractor	MOO855C430045	\$5,000
41	2000 John Deere 4300 Coneq Tractor	LV4300H330492	\$10,000
42	2021 Furukawa Hp65 Coneq Compactor Attachment For Backhoe	HP6511-651763	\$6,900
43	1998 Caterpillar Coneq Challenger Tractor	7DM00319	\$10,000
44	2008 John Deere 310sj Coneq Backhoe/Bucket	T0310SJ1580032	\$87,000
45	1983 Caterpillar 120g Coneq Motor Grader	LG9120SW87V6813	\$60,000
46	2000 Caterpillar 924gz Coneq Wheel Loader	344	\$50,000
47	2000 John Deere 6410 Coneq Tractor	106410V271774	\$40,000
48	Calument 6000 Gallon Coneq Tank W/4 Shank		\$29,000
49	1997 Caterpillar Coneq Vfs79	98-18186	\$29,000
50	Jetaway Coneq Easement Machine With Tractor	12-KD475-2	\$20,000
51	2007 John Deere 317 Coneq Skid Steer	T00317A121570	\$20,000
52	2006 Vermeer Coneq Tree Spade	1VRC161P36100552	\$20,000
53	2006 John Deere Hxp Coneq Gator	M0HP40DX042552	\$18,000
54	1999 Bandit 250xp Coneq Chipper	13870	\$14,000
55	2002 John Deere 797 Coneq Zero Turn Mower	TC0797C020124	\$10,000

Item	Description	ID/Serial Number	Insurance Amount
56	1999 Leri Coneq Air Compressor		\$10,000
57	1999 Versa Vac 1000pf Coneq Vacuum Pump	1J9111720XC121421	\$10,000
58	Cummins 60kva Coneq Generator		\$8,000
59	Cummins 50kva Coneq Generator		\$5,000
60	Elgin Pelicna Hh Coneq Street Sweeper	A-463-S	\$5,000
61	Big Dawg li Coneq Transmission Flush	10086	\$4,500
62	Case Davis 30+4 Coneq Trencher	S42B5756	\$4,000
63	Toro 8703 Coneq Sandpro 3040 Rake	Z880000223	\$2,000
64	Kustom Coneq Radar Trailer		\$4,500
65	Hobart 8kw Coneq Generator W/Trailer	91WS02402	\$4,000
66	Hobart 8kw Coneq Generator W/Trailer	914WS20016	\$4,000
67	Hobart 8kw Coneq Generator W/Trailer	91WSD4581	\$4,000
68	Hol-Gar 5kw Coneq Generator W/Trailer	4119	\$4,000
69	Apache Coneq Tandem Axle Trailer		\$3,500
70	Coneq Utility Trailer W/Storage Comp		\$1,500
71	Warn Coneq 8000lb Winch/Cradle		\$1,200
72	Coleman 5kw Coneq Generator	57900404	\$1,000
73	Coleman 5kw Coneq Generator	59370073	\$900
74	Stihl Coneq Chainsaw	223139295	\$600
75	Stihl Coneq Chainsaw	223139310	\$600
76	2021 Husqvarna 525pt5s Coneq Pole Saw	2120195100373	\$504
77	2021 Husqvarna Sc18 Coneq Sod Cutter	S210435321	\$3,440
78	2022 John Deere 2032r Coneq Compact Utility Tractor/W Attachments	1LV2032RKNN123631	\$23,509
79	Mvc Aiar 2s Coneq Fly More Drone & Rc Pro Combo	3YBJ1D00301NQ	\$2,258
80	2022 John Deere Xuv865m Coneq Gator Utility	1M0865MDKNM050197	\$23,450
81	2014 John Deere 320e Coneq Skid Steer	1T03220ELAEJ26229	\$34,192
82	2017 Schonstedt Coneq Magnetic Locator	341861	\$695
83	2016 Dg Wm330a Coneq Phantom 4 Quadcopter Drone	07DDEAAQ0FR2112	\$907
84	2018 John Deere 544k-li Coneq Loader	1DW544KPHHF684519	\$155,103
85	2023 Toro 3040 Coneq Sand Pro Utility Vehicle	412690696	\$25,000
86	2023 John Deere Xuv835m Coneq Gator Atv	1M0835MDTPM061371	\$26,775
87	2023 John Deere 2032r Coneq Compact Utility Tractor	1LV2032RHNP125473	\$34,554
88	Signs Led Digital Single Face Sign		\$28,200
89	Signs 2021 Next 2x8 Display Led Sign		\$11,089
90	Signs 2021 Next 2x8 Display Led Sign		\$11,509
91	Schdf Christmas Decorations		\$23,000
92	Schdf Ornamental Lights		\$402,000
93	Schdf 500 Pd Unit Ice Machine		\$1,249
94	Schdf Misc Antennas, Connections & Coax		\$20,000
95	Schdf Waste Water Lab Equipment		\$70,000



Item	Description	ID/Serial Number	Insurance Amount
96	Schdf Leak Locator System		\$2,286
97	Schdf (19) Rifles At \$1618 Each - Police Dept		\$30,742
98	Schdf (12) Axon Tasers \$1300 Ea.		\$15,600
99	Schdf 2021 Vermac Mobile Electronic Message		\$14,423
100	Schdf 800 Mhz Radios - 55 Total		\$164,659
101	Schdf Misc Radios Including Hand Held		\$5,000
102	Schdf Intoxilyer Breath Analysis 8000		\$6,000
103	Schdf Remington Shotguns		\$4,860
104	Schdf Trek Police Bikes (4) @ \$1,100 Each		\$4,400
105	Schdf Prolaser Iii Kustom Speed Gun		\$6,000
106	Schdf Handheld Radars		\$2,000
107	Schdf Dell Latitude 5420 Laptop Computers		\$20,995
108	Schdf Watchguard Body Cameras (13) @ \$1000/		\$16,600
109	Schdf 2021 Radiodetection Cable/Pipe Locator		\$2,447
110	Schdf 2021 Radiodetection Cable/Pipe Locator		\$1,840
111	Schdf 2022 Platinum Amplifier; Schdf; Bogen;		\$710
112	Schdf 2022 Poweredge Intel Xeon Server; Dell;		\$2,899
113	Schdf 2022 Handheld Narcotics Analyzer; Thermo		\$21,500
114	Schdf Safety Camera		\$2,500
115	Schdf Safety Camera - Flock; Falcon 2.0		\$2,500
116	Schdf Safety Camera - Flock; Falcon 2.0		\$2,500
117	Schdf Safety Camera - Flock; Falcon 2.0		\$2,500
118	Schdf Safety Camera - Flock; Falcon 2.0		\$2,500
119	Schdf Safety Camera - Flock; Falcon 2.0		\$2,500
120	Schdf Safety Camera - Flock; Falcon 2.0		\$2,500
121	Schdf Safety Camera - Flock; Falcon 2.0		\$2,500
	Equipment Total		\$2,348,904

Additional Interests

Name and Address	Interest
D & D Equipment Rentals a/R Leased/Rented Equip 4200 S West St Wichita, KS 67217-3814	Loss Payee
Deere Credit, Inc. Isaoa 6400 Nw 86Th St Johnston, IA 50131-2945	Loss Payee – Item 84

Crime

Company	Policy Number	Policy Term
EMPLOYERS MUTUAL CASUALTY COMPANY	9F55074	4/1/2024 to 4/1/2025

Location 1 – PO BOX 404, Haysville, KS 67060

Bldg	Description	Limit	Deductible
1	Employee Dishonesty	\$5,000	\$500

Forms and Endorsements

Number	Name	Edition
CR2508	Include Specified Non-Compensated Officers as Employees Excluding Treasurer	6/1/2022
CR2519	Add Faithful Performance of Duty Coverages - Gov't	6/1/2022
CR2534	Add Schedule Excess Limit of Insurance for Specific Employee – William Black \$20,000	6/1/2022
CR2548	Include Indemnity Of Bonded Official	6/1/2022

Public Officials Liability

Company	Policy Number	Policy Term
EMPLOYERS MUTUAL CASUALTY COMPANY	9K55074	4/1/2024 to 4/1/2025

Description	Limit
Aggregate Each Policy Term	\$2,000,000
Each Loss	\$1,000,000
Retroactive Date	4/1/1996
Insured's Deductible Each Claim Including Defense Expense	\$3,000

Forms and Endorsements

Number	Name	Edition
CL7130.1	Loss of Salary or Fringe Benefits \$50,000 each loss/ \$100,000 Aggregate	10/1/2019

Law Enforcement Liability

Company	Policy Number	Policy Term
EMPLOYERS MUTUAL CASUALTY COMPANY	9G55074	4/1/2024 to 4/1/2025

Description	Limit
General Aggregate	\$2,000,000
Each Occurrence	\$1,000,000
Medical Expense – Any One Person	\$5,000
Retroactive Date	4/1/2009
Each Occurrence Deductible – Per Occurrence	\$2,500

Locations and Exposures

Location 1: PO Box 404, Haysville, Kansas 67060

Bldg	Class Code	Classification	Premium Basis	Exposure
1	88500	Peace Officers / Full Time		26
1	88502	Police Dogs		1

Forms and Endorsements

Number	Name	Edition
LE7101	Moonlighting Endorsement	10/1/2019

Commercial Umbrella

Company	Policy Number	Policy Term
EMPLOYERS MUTUAL CASUALTY COMPANY	9J55074	4/1/2024 to 4/1/2025

Description	Limit
General Aggregate	\$1,000,000
Products / Completed Operations	\$1,000,000
Each Occurrence	\$1,000,000
Self-Insured Retention (SIR)	\$10,000

Underlying Coverages

Description	Carrier & Policy #	Policy Period	Limit
Automobile Liability Combined Single Limit	Emcasco Insurance Company 9e55074	4/1/2024 to 4/1/2025	\$1,000,000
General Liability Each Occurrence General Aggregate Products & Completed Ops Agg Personal & Advertising Injury Damage to Rented Premises Medical Expenses	Employers Mutual Casualty Company 9i55074	4/1/2024 to 4/1/2025	\$1,000,000 \$2,000,000 \$2,000,000 \$1,000,000 \$500,000 \$10,000
Linebacker/Public Official Liability	Employers Mutual Casualty Company 9k55074	4/1/2024 to 4/1/2025	\$1,000,000
Law Enforcement Liability	Employers Mutual Casualty Company 9g55074	4/1/2024 to 4/1/2025	\$1,000,000

Cyber Liability

Company	Policy Number	Policy Term
RPS Technology & Cyber	HCXCYB-P-5057003	4/1/2024 to 4/1/2025

Description	Limit
Cyber Liability	\$1,000,000
Retention	\$2,500
Cyber Crime Coverage	\$250,000



The Cyber Coverage Part Limit of Liability and the Digital Media Coverage Part Limit of Liability will be shared, and any payments made under either Coverage Part will reduce the coverage part limits for both Coverage Parts.

The Cyber Coverage Part Limit includes Damages, Claim Expenses, and the following Loss Amounts:

- Breach Costs (includes Computer Forensics, Notification, Call Center, Identity Protection Services, and Crisis Management and Public Relations)
- Penalties (includes all amounts awarded in a Regulatory Proceeding)
- PCI Fines and Assessments
- Cyber Extortion Costs
- Business Interruption Costs
- Data Recovery Costs

CYE Each Claim and/or Event Limit	\$1,000,000
Waiting Period	10 hours
Period of Restoration	120 days
Bricking Costs (Shared Limit with CYE)	\$1,000,000
Cyber Crime Coverage (Shared Limit with CYE) (Funds Transfer Fraud, Social Engineering, and Reverse Social Engineering)	\$250,000
Dependent Business Interruption (Shared Limit with CYE)	\$1,000,000
Dependent System Failure (Shared Limit with CYE)	\$1,000,000
Enhanced Privacy Regulation Coverage (Shared Limit with CYE)	\$1,000,000
Reputational Harm (Shared Limit with CYE)	\$1,000,000
System Failure (Shared Limit with CYE)	\$1,000,000
Utility Fraud (Shared Limit with CYE)	\$250,000
Ransomware Event	\$1,000,000
Retention	\$2,500
Term Premium	\$17,781

Digital Media Liability Coverage Part: Claims-Made and Reported Form

Digital Media Liability (ML) Aggregate Limit Form	\$1,000,000
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Shared limit with Cyber Limit of Liability (CYE)



Premium Comparison

Coverage	Expiring	Renewal 25K	Renewal 50K	Renewal 75K
Property	\$99,743	\$99,801	\$89,625	\$85,263
General Liability	\$28,232	\$28,528	\$28,528	\$28,528
Business Auto	\$54,916	\$53,462	\$53,462	\$53,462
Inland Marine - Equipment	\$16,875	\$17,447	\$17,447	\$17,447
Crime	\$100	\$100	\$100	\$100
Public Officials Liability	\$19,151	\$19,151	\$19,151	\$19,151
Law Enforcement Liability	\$17,160	\$17,514	\$17,514	\$17,514
Commercial Umbrella	\$17,479	\$17,488	\$17,488	\$17,488
Cyber Liability	\$12,827	\$19,570	\$19,570	\$19,570
Total Premium	\$266,483	\$273,061	\$262,885	\$258,523

- Optional Cyber proposal from Cowbell - \$1M / \$250K Social Engineering - \$25,00 Ded - \$7,650.

Proposal Acceptance

- I accept this proposal as presented to me.
- I accept this proposal with the following changes:

Signature

Name and Title

Date



Dividend History

Although dividends cannot be guaranteed, listed below are the dividends you have received since you've been insured with Employers Mutual, which have effectively reduced your insurance costs.

Year	Dividend
2022 / 23	\$29,547.02
2021/22	30,941.66
2020 / 21	29,155.04
2019 / 20	30,657.35
2018 / 19	37,385.60
2017 / 18	34,802.98
2016 / 17	32,815.72
2015 / 16	29,628.72
2014 / 15	29,763.49
2013 / 14	16,968.48
2012 / 13	10,943.71
2011 / 12	8,882.10
2010 / 11	6,547.41
2009 / 10	9,913.49
2008 / 09	22,402.97





CITY OF HAYSVILLE, KANSAS

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
Director of Public Works

Date: March 11, 2024

Re: Consideration of Bids for Wheatland Village Addition Infrastructure

The bid letting for the infrastructure improvements to the Wheatland Village Addition was conducted on March 5th. The engineer's estimate was \$3,189,163.00. The bid tab for this project is included in your packet.

We are requesting authorization to accept the best bid from Mies Construction in the amount of \$3,030,895.35.

Thank you,

A handwritten signature in blue ink, appearing to read 'T Martinez', is positioned above a horizontal line.

Tony Martinez
City of Haysville
Director of Public Works

SUMMARY OF BIDS

OWNER: CITY OF HAYSVILLE
 PROJECT: WHEATLAND VILLAGE ADDITION
 PROJECT NO: 36-237002-002-1263
 Bid Date/Time: MARCH 15, 2024 10:00 a.m.



ENGINEER'S ESTIMATE	\$3,189,163.00
COLLECTOR STREET	\$1,118,382.00
PAVING - PHASE 1	\$496,326.00
STORM WATER DRAIN	\$861,475.00
SANITARY SEWER - PHASE 1	\$411,090.00
WATER MAIN	\$175,560.00
WATER DISTRIBUTION	\$126,330.00

	BIDDING CONTRACTOR	BID BOND Y/N	ADD #1 R'cvd	ADD #2 R'cvd	ADD #3 R'cvd	COLLECTOR STREET	PAVING - PHASE 1	STORM WATER DRAIN	SANITARY SEWER - PHASE 1	WATER MAIN	WATER DISTRIBUTION	Collector Street, Paving - Phase 1, Storm Water Drain, Sanitary Sewer - Phase 1, Water Main and Water Distribution TOTAL
1	Mies Construction, Inc.	Y	Y	Y	Y	\$1,101,781.10	\$431,538.60	\$852,123.65	\$369,002.00	\$167,753.00	\$108,697.00	\$3,030,895.35
2	McCullough Excavation, Inc.	Y	Y	Y	Y	\$1,191,180.00	\$446,577.60	\$888,678.65	\$423,881.00	\$179,550.00	\$120,885.00	\$3,250,561.35
3	Apex Excavating, LLC	Y	Y	Y	Y	\$1,280,050.00	\$538,685.00	\$907,085.00	\$552,310.00	\$209,485.00	\$121,535.00	\$3,609,150.00
4												
5												
6												
7												
8												
9												
10												

This summary of bids is for comparison purposes only. The project will be awarded in accordance with the project specifications.

NOTES:

OWNER: City of Haysville
 PROJECT: Wheatland Village Addition
 PEC PROJECT NO: 36-237002-002-1263
 Bid Date/Time: March 15, 2024 10:00 a.m.

BID TABULATION



ITEM NO.	DESCRIPTION	QUANTITY	UNIT	ENGINEER'S ESTIMATE		MIES CONSTRUCTION, INC.		MCCULLOUGH EXCAVATION, INC.		APEX EXCAVATING LLC	
				UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST
COLLECTOR STREET											
1	AC Pavement (5")	7,363	SY	\$ 24.00	\$ 176,712.00	\$ 20.00	\$ 147,260.00	\$ 21.00	\$ 154,623.00	\$ 20.00	\$ 147,260.00
2	Reinforced Concrete Valley Gutter (7")	2,440	SY	\$ 70.00	\$ 170,800.00	\$ 67.00	\$ 163,480.00	\$ 65.00	\$ 158,600.00	\$ 67.00	\$ 163,480.00
3	Reinforced Crushed Rock Base (5")	2,575	SY	\$ 8.00	\$ 20,600.00	\$ 8.00	\$ 20,600.00	\$ 5.50	\$ 14,162.50	\$ 9.00	\$ 23,175.00
4	Reinforced Crushed Rock Base (6")	8,692	SY	\$ 10.00	\$ 86,920.00	\$ 8.25	\$ 71,709.00	\$ 6.00	\$ 52,152.00	\$ 9.50	\$ 82,574.00
5	Combined Curb and Gutter (Type 1)	3,149	LF	\$ 15.00	\$ 47,235.00	\$ 13.50	\$ 42,511.50	\$ 10.00	\$ 31,490.00	\$ 13.50	\$ 42,511.50
6	Combined Curb and Gutter (Median)	280	LF	\$ 15.00	\$ 4,200.00	\$ 34.00	\$ 9,520.00	\$ 15.00	\$ 4,200.00	\$ 34.00	\$ 9,520.00
7	Monolithic Edge Curb	1,076	LF	\$ 8.00	\$ 8,608.00	\$ 3.00	\$ 3,228.00	\$ 2.00	\$ 2,152.00	\$ 3.00	\$ 3,228.00
8	Wheelchair Ramp	16	EA	\$ 750.00	\$ 12,000.00	\$ 800.00	\$ 12,800.00	\$ 600.00	\$ 9,600.00	\$ 800.00	\$ 12,800.00
9	Concrete Sidewalk (4")	9,164	SF	\$ 4.00	\$ 36,656.00	\$ 3.50	\$ 32,074.00	\$ 3.00	\$ 27,492.00	\$ 3.50	\$ 32,074.00
10	Unclassified Excavation	2,038	CY	\$ 3.00	\$ 6,114.00	\$ 2.70	\$ 5,502.60	\$ 2.70	\$ 5,502.60	\$ 4.50	\$ 9,171.00
11	Inlet Hookup	14	EA	\$ 500.00	\$ 7,000.00	\$ 525.00	\$ 7,350.00	\$ 500.00	\$ 7,000.00	\$ 525.00	\$ 7,350.00
12	Pipe, SWS 18"	133	LF	\$ 64.00	\$ 8,512.00	\$ 66.00	\$ 8,778.00	\$ 100.00	\$ 13,300.00	\$ 60.00	\$ 7,980.00
13	Pipe, SWS 24"	1,035	LF	\$ 65.00	\$ 67,275.00	\$ 78.00	\$ 80,730.00	\$ 110.00	\$ 113,850.00	\$ 70.00	\$ 72,450.00
14	Pipe, SWS 23" X 14" HERCP	235	LF	\$ 80.00	\$ 18,800.00	\$ 79.00	\$ 18,565.00	\$ 115.00	\$ 27,025.00	\$ 75.00	\$ 17,625.00
15	Pipe, SWS 45" X 29" HERCP	701	LF	\$ 150.00	\$ 105,150.00	\$ 195.00	\$ 136,695.00	\$ 250.00	\$ 175,250.00	\$ 180.00	\$ 126,180.00
16	Inlet, Curb (5')	4	EA	\$ 5,000.00	\$ 20,000.00	\$ 4,950.00	\$ 19,800.00	\$ 3,700.00	\$ 14,800.00	\$ 4,965.00	\$ 19,860.00
17	Inlet, Curb (10')	4	EA	\$ 5,000.00	\$ 20,000.00	\$ 6,250.00	\$ 25,000.00	\$ 4,800.00	\$ 19,200.00	\$ 5,915.00	\$ 23,660.00
18	Inlet, Curb (15')	6	EA	\$ 6,000.00	\$ 36,000.00	\$ 8,650.00	\$ 51,900.00	\$ 6,000.00	\$ 36,000.00	\$ 7,735.00	\$ 46,410.00
19	Inlet, Area (Double-Double Drop)	1	EA	\$ 5,000.00	\$ 5,000.00	\$ 7,725.00	\$ 7,725.00	\$ 5,900.00	\$ 5,900.00	\$ 7,300.00	\$ 7,300.00
20	Manhole (4')	1	EA	\$ 4,500.00	\$ 4,500.00	\$ 2,750.00	\$ 2,750.00	\$ 2,300.00	\$ 2,300.00	\$ 2,995.00	\$ 2,995.00
21	Manhole (5')	1	EA	\$ 5,000.00	\$ 5,000.00	\$ 3,450.00	\$ 3,450.00	\$ 2,800.00	\$ 2,800.00	\$ 3,610.00	\$ 3,610.00
22	23" X 14" HERCP End Section	2	EA	\$ 1,200.00	\$ 2,400.00	\$ 735.00	\$ 1,470.00	\$ 1,100.00	\$ 2,200.00	\$ 970.00	\$ 1,940.00
23	45" X 29" HERCP End Section	14	EA	\$ 1,750.00	\$ 24,500.00	\$ 1,720.00	\$ 24,080.00	\$ 2,500.00	\$ 35,000.00	\$ 1,805.00	\$ 25,270.00
24	Riprap (Light Stone)	637	SY	\$ 40.00	\$ 25,480.00	\$ 70.00	\$ 44,590.00	\$ 70.00	\$ 44,590.00	\$ 85.00	\$ 54,145.00
25	Concrete Ditch Lining	1,548	SY	\$ 40.00	\$ 61,920.00	\$ 42.00	\$ 65,016.00	\$ 50.00	\$ 77,400.00	\$ 42.00	\$ 65,016.00
26	SWPPP Inspection	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 600.00	\$ 600.00	\$ 600.00	\$ 600.00	\$ 4,500.00	\$ 4,500.00
27	Erosion Control	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 100.00	\$ 100.00	\$ 2,500.00	\$ 2,500.00	\$ 5,950.00	\$ 5,950.00
28	Mobilization	1	LS	\$ 100,000.00	\$ 100,000.00	\$ 24,775.00	\$ 24,775.00	\$ 51,000.00	\$ 51,000.00	\$ 41,860.00	\$ 41,860.00
29	Construction Staking	1	LS	\$ 12,500.00	\$ 12,500.00	\$ 6,060.00	\$ 6,060.00	\$ 12,000.00	\$ 12,000.00	\$ 4,900.00	\$ 4,900.00
30	Site Clearing and Restoration	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 47,995.00	\$ 47,995.00	\$ 80,000.00	\$ 80,000.00	\$ 201,088.50	\$ 201,088.50
31	Signing	1	LS	\$ 7,500.00	\$ 7,500.00	\$ 7,872.00	\$ 7,872.00	\$ 7,500.00	\$ 7,500.00	\$ 7,872.00	\$ 7,872.00
32	Traffic Control	1	LS	\$ 2,000.00	\$ 2,000.00	\$ 7,795.00	\$ 7,795.00	\$ 1,000.00	\$ 1,000.00	\$ 6,295.00	\$ 6,295.00
COLLECTOR STREET TOTAL				\$ 1,118,382.00		\$ 1,101,781.10		\$ 1,191,189.10		\$ 1,280,050.00	

OWNER: City of Haysville
 PROJECT: Wheatland Village Addition
 PEC PROJECT NO: 36-237002-002-1263
 Bid Date/Time: March 15, 2024 10:00 a.m.

BID TABULATION



ITEM NO.	DESCRIPTION	QUANTITY	UNIT	ENGINEER'S ESTIMATE		MIES CONSTRUCTION, INC.		MCCULLOUGH EXCAVATION, INC.		APEX EXCAVATING LLC	
				UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST
PAVING - PHASE 1											
1	AC Pavement (5")	5,341	SY	\$ 24.00	\$ 128,184.00	\$ 20.00	\$ 106,820.00	\$ 21.00	\$ 112,161.00	\$ 20.00	\$ 106,820.00
2	Reinforced Crushed Rock Base (6")	6,532	SY	\$ 10.00	\$ 65,320.00	\$ 8.25	\$ 53,889.00	\$ 6.00	\$ 39,192.00	\$ 9.50	\$ 62,054.00
3	Combined Curb and Gutter (Type 2)	3,065	LF	\$ 12.00	\$ 36,780.00	\$ 12.50	\$ 38,312.50	\$ 10.00	\$ 30,650.00	\$ 12.50	\$ 38,312.50
4	Concrete Sidewalk (4")	4,237	SF	\$ 4.00	\$ 16,948.00	\$ 3.50	\$ 14,829.50	\$ 3.00	\$ 12,711.00	\$ 3.50	\$ 14,829.50
5	Unclassified Excavation	8,393	CY	\$ 3.00	\$ 25,179.00	\$ 2.70	\$ 22,661.10	\$ 2.70	\$ 22,661.10	\$ 3.50	\$ 29,375.50
6	Inlet Hookup	4	EA	\$ 500.00	\$ 2,000.00	\$ 525.00	\$ 2,100.00	\$ 500.00	\$ 2,000.00	\$ 525.00	\$ 2,100.00
7	Pipe, SWS 15"	205	LF	\$ 50.00	\$ 10,250.00	\$ 51.00	\$ 10,455.00	\$ 80.00	\$ 16,400.00	\$ 50.00	\$ 10,250.00
8	Pipe, SWS 18"	295	LF	\$ 55.00	\$ 16,225.00	\$ 64.00	\$ 18,880.00	\$ 100.00	\$ 29,500.00	\$ 55.00	\$ 16,225.00
9	Pipe, SWS 24"	6	LF	\$ 65.00	\$ 390.00	\$ 125.00	\$ 750.00	\$ 110.00	\$ 660.00	\$ 65.00	\$ 390.00
10	Pipe, SWS 30" X 19" HERCP	547	LF	\$ 120.00	\$ 65,640.00	\$ 107.00	\$ 58,529.00	\$ 120.00	\$ 65,640.00	\$ 100.00	\$ 54,700.00
11	Inlet, Curb (5')	4	EA	\$ 5,000.00	\$ 20,000.00	\$ 4,825.00	\$ 19,300.00	\$ 3,700.00	\$ 14,800.00	\$ 4,895.00	\$ 19,580.00
12	Inlet, Area (Double-Double Drop)	4	EA	\$ 5,000.00	\$ 20,000.00	\$ 7,725.00	\$ 30,900.00	\$ 5,900.00	\$ 23,600.00	\$ 7,300.00	\$ 29,200.00
13	18" End Section	1	EA	\$ 1,250.00	\$ 1,250.00	\$ 650.00	\$ 650.00	\$ 800.00	\$ 800.00	\$ 900.00	\$ 900.00
14	24" End Section	1	EA	\$ 1,500.00	\$ 1,500.00	\$ 800.00	\$ 800.00	\$ 900.00	\$ 900.00	\$ 1,005.00	\$ 1,005.00
15	Manhole (4')	2	EA	\$ 5,000.00	\$ 10,000.00	\$ 2,750.00	\$ 5,500.00	\$ 2,300.00	\$ 4,600.00	\$ 2,995.00	\$ 5,990.00
16	RipRap (Light Stone)	54	SY	\$ 40.00	\$ 2,160.00	\$ 70.00	\$ 3,780.00	\$ 70.00	\$ 3,780.00	\$ 110.00	\$ 5,940.00
17	SWPPP Inspection	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 600.00	\$ 600.00	\$ 600.00	\$ 600.00	\$ 3,750.00	\$ 3,750.00
18	Erosion Control	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 10,422.50	\$ 10,422.50	\$ 10,422.50	\$ 10,422.50	\$ 3,525.00	\$ 3,525.00
19	Mobilization	1	LS	\$ 50,000.00	\$ 50,000.00	\$ 16,800.00	\$ 16,800.00	\$ 6,000.00	\$ 6,000.00	\$ 26,855.00	\$ 26,855.00
20	Construction Staking	1	LS	\$ 7,500.00	\$ 7,500.00	\$ 6,060.00	\$ 6,060.00	\$ 10,000.00	\$ 10,000.00	\$ 6,640.00	\$ 6,640.00
21	Site Clearing and Restoration	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 8,500.00	\$ 8,500.00	\$ 38,500.00	\$ 38,500.00	\$ 99,243.50	\$ 99,243.50
22	Traffic Control	1	LS	\$ 2,000.00	\$ 2,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
PAVING - PHASE 1 TOTAL				\$	496,326.00	\$	431,538.60	\$	446,577.60	\$	538,685.00

OWNER: City of Haysville
 PROJECT: Wheatland Village Addition
 PEC PROJECT NO: 36-237002-002-1263
 Bid Date/Time: March 15, 2024 10:00 a.m.

BID TABULATION



ITEM NO.	DESCRIPTION	QUANTITY	UNIT	ENGINEER'S ESTIMATE		MIES CONSTRUCTION, INC.		MCCULLOUGH EXCAVATION, INC.		APEX EXCAVATING LLC	
				UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST
STORM WATER DRAIN											
1	Unclassified Excavation	167,965	CY	\$ 3.00	\$ 503,895.00	\$ 2.70	\$ 453,505.50	\$ 2.70	\$ 453,505.50	\$ 2.95	\$ 495,496.75
2	Contractor Furnished Borrow*	0	CY	\$ -	\$ -	\$ 25.00	\$ -	\$ 25.00	\$ -	\$ 17.50	\$ -
3	Concrete Ditch Lining	3,405	SY	\$ 42.00	\$ 143,010.00	\$ 42.00	\$ 143,010.00	\$ 46.00	\$ 156,630.00	\$ 42.00	\$ 143,010.00
4	Erosion Control Mat	155	SY	\$ 12.00	\$ 1,860.00	\$ 4.00	\$ 620.00	\$ 4.00	\$ 620.00	\$ 5.50	\$ 852.50
5	Slope Protection (5"x9" Stone)	1,507	SY	\$ 30.00	\$ 45,210.00	\$ 22.45	\$ 33,832.15	\$ 22.45	\$ 33,832.15	\$ 30.00	\$ 45,210.00
6	Pond Lining	1	LS	\$ 45,000.00	\$ 45,000.00	\$ 74,000.00	\$ 74,000.00	\$ 74,000.00	\$ 74,000.00	\$ 78,000.00	\$ 78,000.00
7	Temporary and Permanent Project Seeding	1	LS	\$ 60,000.00	\$ 60,000.00	\$ 53,913.00	\$ 53,913.00	\$ 53,913.00	\$ 53,913.00	\$ 67,625.00	\$ 67,625.00
8	Erosion Control	1	LS	\$ 7,500.00	\$ 7,500.00	\$ 11,678.00	\$ 11,678.00	\$ 11,678.00	\$ 11,678.00	\$ 10,250.00	\$ 10,250.00
9	Mobilization	1	LS	\$ 50,000.00	\$ 50,000.00	\$ 75,505.00	\$ 75,505.00	\$ 92,000.00	\$ 92,000.00	\$ 60,000.75	\$ 60,000.75
10	Construction Staking	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 6,060.00	\$ 6,060.00	\$ 12,500.00	\$ 12,500.00	\$ 6,640.00	\$ 6,640.00
STORM WATER DRAIN TOTAL				\$	861,475.00	\$	852,123.65	\$	888,678.65	\$	907,085.00

SANITARY SEWER - PHASE 1											
1	8" Pipe, SS	4,202	LF	\$ 45.00	\$ 189,090.00	\$ 38.00	\$ 159,676.00	\$ 60.00	\$ 252,120.00	\$ 65.00	\$ 273,130.00
2	Pre-Cast Concrete Manhole	17	EA	\$ 5,000.00	\$ 85,000.00	\$ 5,000.00	\$ 85,000.00	\$ 3,800.00	\$ 64,600.00	\$ 5,170.00	\$ 87,890.00
3	Pre-Cast Concrete Manhole (Outside Drop)	2	EA	\$ 6,500.00	\$ 13,000.00	\$ 7,850.00	\$ 15,700.00	\$ 4,600.00	\$ 9,200.00	\$ 9,525.00	\$ 19,050.00
4	Doghouse Manhole	2	EA	\$ 5,000.00	\$ 10,000.00	\$ 8,400.00	\$ 16,800.00	\$ 4,900.00	\$ 9,800.00	\$ 9,565.00	\$ 19,130.00
5	Connect to Existing MH	1	EA	\$ 3,000.00	\$ 3,000.00	\$ 1,165.00	\$ 1,165.00	\$ 1,100.00	\$ 1,100.00	\$ 2,165.00	\$ 2,165.00
6	Sewer Service Connection	54	EA	\$ 1,500.00	\$ 81,000.00	\$ 1,120.00	\$ 60,480.00	\$ 1,300.00	\$ 70,200.00	\$ 1,070.00	\$ 57,780.00
7	Erosion Control	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 861.00	\$ 861.00	\$ 861.00	\$ 861.00	\$ 680.00	\$ 680.00
8	Mobilization	1	LS	\$ 10,000.00	\$ 10,000.00	\$ 1,820.00	\$ 1,820.00	\$ 2,500.00	\$ 2,500.00	\$ 17,535.00	\$ 17,535.00
9	Construction Staking	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 3,450.00	\$ 3,450.00	\$ 8,000.00	\$ 8,000.00	\$ 3,450.00	\$ 3,450.00
10	Site Clearing and Restoration	1	LS	\$ 10,000.00	\$ 10,000.00	\$ 24,050.00	\$ 24,050.00	\$ 5,500.00	\$ 5,500.00	\$ 71,500.00	\$ 71,500.00
SANITARY SEWER - PHASE 1 TOTAL				\$	411,090.00	\$	369,002.00	\$	423,881.00	\$	552,310.00

OWNER: City of Haysville
 PROJECT: Wheatland Village Addition
 PEC PROJECT NO: 36-237002-002-1263
 Bid Date/Time: March 15, 2024 10:00 a.m.

BID TABULATION



ITEM NO.	DESCRIPTION	QUANTITY	UNIT	ENGINEER'S ESTIMATE		MIES CONSTRUCTION, INC.		MCCULLOUGH EXCAVATION, INC.		APEX EXCAVATING LLC	
				UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST
WATER MAIN											
1	8" WL Pipe	2,028	LF	\$ 45.00	\$ 91,260.00	\$ 42.00	\$ 85,176.00	\$ 50.00	\$ 101,400.00	\$ 55.00	\$ 111,540.00
2	8" RJ Pipe by Directional Drill	110	LF	\$ 80.00	\$ 8,800.00	\$ 95.00	\$ 10,450.00	\$ 70.00	\$ 7,700.00	\$ 155.00	\$ 17,050.00
3	8" WL Pipe, DI CL	10	LF	\$ 50.00	\$ 500.00	\$ 120.00	\$ 1,200.00	\$ 65.00	\$ 650.00	\$ 95.00	\$ 950.00
4	Valve Assembly, 4"	2	EA	\$ 2,000.00	\$ 4,000.00	\$ 1,750.00	\$ 3,500.00	\$ 1,000.00	\$ 2,000.00	\$ 1,525.00	\$ 3,050.00
5	Valve Assembly, 4" Anchored	2	EA	\$ 2,500.00	\$ 5,000.00	\$ 1,455.00	\$ 2,910.00	\$ 1,200.00	\$ 2,400.00	\$ 1,660.00	\$ 3,320.00
6	Valve Assembly, 8"	8	EA	\$ 3,000.00	\$ 24,000.00	\$ 2,350.00	\$ 18,800.00	\$ 2,000.00	\$ 16,000.00	\$ 2,415.00	\$ 19,320.00
7	Valve Assembly, 8" Anchored	3	EA	\$ 3,500.00	\$ 10,500.00	\$ 2,600.00	\$ 7,800.00	\$ 2,300.00	\$ 6,900.00	\$ 2,700.00	\$ 8,100.00
8	Fire Hydrant Assembly	4	EA	\$ 3,000.00	\$ 12,000.00	\$ 7,440.00	\$ 29,760.00	\$ 2,300.00	\$ 9,200.00	\$ 6,750.00	\$ 27,000.00
9	12" x 8" Tapping Sleeve and Valve	1	EA	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 4,500.00	\$ 4,500.00	\$ 6,180.00	\$ 6,180.00
10	Construction Staking	1	LS	\$ 2,000.00	\$ 2,000.00	\$ 1,725.00	\$ 1,725.00	\$ 4,000.00	\$ 4,000.00	\$ 1,725.00	\$ 1,725.00
11	Mobilization	1	LS	\$ 2,500.00	\$ 2,500.00	\$ 1,325.00	\$ 1,325.00	\$ 3,000.00	\$ 3,000.00	\$ 5,230.00	\$ 5,230.00
12	Erosion Control	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 100.00	\$ 100.00	\$ 800.00	\$ 800.00	\$ 240.00	\$ 240.00
13	Site Clearing and Restoration	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 7.00	\$ 7.00	\$ 21,000.00	\$ 21,000.00	\$ 5,780.00	\$ 5,780.00
WATER MAIN TOTAL				\$	175,560.00	\$	167,753.00	\$	179,550.00	\$	209,485.00

WATER DISTRIBUTION											
1	8" WL Pipe	520	LF	\$ 45.00	\$ 23,400.00	\$ 50.00	\$ 26,000.00	\$ 45.00	\$ 23,400.00	\$ 60.00	\$ 31,200.00
2	8" WL Pipe, DI CL	41	LF	\$ 50.00	\$ 2,050.00	\$ 94.00	\$ 3,854.00	\$ 50.00	\$ 2,050.00	\$ 55.00	\$ 2,255.00
3	6" WL Pipe	650	LF	\$ 35.00	\$ 22,750.00	\$ 36.00	\$ 23,400.00	\$ 40.00	\$ 26,000.00	\$ 40.00	\$ 26,000.00
4	6" WL Pipe, DI CL	4	LF	\$ 40.00	\$ 160.00	\$ 212.00	\$ 848.00	\$ 45.00	\$ 180.00	\$ 170.00	\$ 680.00
5	4" WL Pipe	1,149	LF	\$ 30.00	\$ 34,470.00	\$ 22.00	\$ 25,278.00	\$ 35.00	\$ 40,215.00	\$ 25.00	\$ 28,725.00
1	Fire Hydrant Assembly	3	EA	\$ 5,000.00	\$ 15,000.00	\$ 7,340.00	\$ 22,020.00	\$ 4,500.00	\$ 13,500.00	\$ 6,725.00	\$ 20,175.00
2	2" Blow Off Assembly	3	EA	\$ 2,000.00	\$ 6,000.00	\$ 1,325.00	\$ 3,975.00	\$ 2,500.00	\$ 7,500.00	\$ 1,285.00	\$ 3,855.00
3	Construction Staking	1	LS	\$ 2,500.00	\$ 2,500.00	\$ 1,725.00	\$ 1,725.00	\$ 4,000.00	\$ 4,000.00	\$ 1,725.00	\$ 1,725.00
4	Mobilization	1	LS	\$ 10,000.00	\$ 10,000.00	\$ 1,350.00	\$ 1,350.00	\$ 1,500.00	\$ 1,500.00	\$ 5,225.00	\$ 5,225.00
5	Erosion Control	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 240.00	\$ 240.00	\$ 240.00	\$ 240.00	\$ 300.00	\$ 300.00
6	Site Clearing and Restoration	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 7.00	\$ 7.00	\$ 2,300.00	\$ 2,300.00	\$ 1,395.00	\$ 1,395.00
WATER DISTRIBUTION TOTAL				\$	126,330.00	\$	108,697.00	\$	120,885.00	\$	121,535.00

OWNER: City of Haysville
 PROJECT: Wheatland Village Addition
 PEC PROJECT NO: 36-237002-002-1263
 Bid Date/Time: March 15, 2024 10:00 a.m.

BID TABULATION



ITEM NO.	DESCRIPTION	QUANTITY	UNIT	ENGINEER'S ESTIMATE		MIES CONSTRUCTION, INC.		MCCULLOUGH EXCAVATION, INC.		APEX EXCAVATING LLC	
				UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST
	Collector Street, Paving - Phase 1, Storm Water Drain, Sanitary Sewer - Phase 1, Water Main and Water Distribution TOTAL			\$	3,189,163.00	\$	3,030,895.35	\$	3,250,761.35	\$	3,609,150.00
	BID BOND				N/A		Y		Y		Y
	ADDENDUM NO. 1				N/A		Y		Y		Y
	ADDENDUM NO. 2				N/A		Y		Y		Y
	ADDENDUM NO. 3				N/A		Y		Y		Y

SECTION 00 51 00
NOTICE OF AWARD

Date of Issuance: _____
 Owner: City of Haysville Owner's Contract No.: _____
 Engineer: Professional Engineering Consultants, P.A.
 Engineer's Project No.: 36-237002-002-1263
 Project: Wheatland Village Addition
 Bidder: Mies Construction, Inc.
 Bidder's Address: 1919 SW Blvd Wichita, Kansas 67213

TO BIDDER:

You are notified that Owner has accepted your Bid dated 03/05/2024 for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

Wheatland Village Addition

The Contract Price of the awarded Contract is: **\$ 3,030,895.35**. Contract price is subject to adjustment based on provisions of the Contract, including but not limited to those governing changes, Unit Price Work, and Work performed on a cost-plus-fee basis, as applicable.

3 unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Engineer 3 counterparts of the Agreement, fully executed by Bidder.
2. Deliver with the executed Agreement(s) the Contract security [*e.g., performance and payment bonds*] and insurance documentation as specified in the Instructions to Bidders and General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any):

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within 10 days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: _____
Authorized Signature

By: _____
Title: _____

Copy: Engineer

END OF SECTION



CITY OF HAYSVILLE, KANSAS

ADMINISTRATION SERVICES - 200 WEST GRAND/ P.O. BOX 404
HAYSVILLE, KANSAS 67060 - (316) 529-5900 (316) 529-5925 - FAX

TO: The Honorable Russ Kessler
City Council Members

FROM: Danielle Gabor, Economic Development Director

SUBJECT: South Central Kansas Economic Development District (SCKEDD) Contracts

DATE: March 11, 2024

The Federal Housing Rehabilitation Community Development Block Grant (CDBG) assists existing qualified low-income homeowners with repairing, rehabilitating, or reconstructing owner-occupied homes. The grant offers \$3,000 to \$25,000 for qualified structural repairs per homeowner, up to a total award of \$300,000. The separate Weatherization program can be combined to offer additional needed repairs that will not go toward the CDBG grant amount. The recently completed Haysville Housing Assessment Tool is required to apply for the grant.

Attached are three contracts for your approval from SCKEDD for their assistance in the grant writing process, administration, and pre/post-inspection for the CDBG Housing Rehab Grant.

The total cost to the City of Haysville for a target area is \$6,000 (\$4,000 to SCKEDD for grant writing assistance and \$2,000 for the required Environmental Review). The grant assistance includes working with the city for grant information, grant writing, attending neighborhood meetings, and resubmitting if needed. If the grant is not awarded, SCKEDD will make the needed updates, and we will resubmit until it is awarded for no additional cost to the city.

Further Housing Rehabilitation CDBG Grant details:

- The grant requires an environmental review for submittal of \$2,000 paid by the city.
- Grant administration and inspection service are written into and paid from the grant. SCKEDD's cost is 10% of the grant request, capped at \$25,000.
- The grant funds would be awarded to Haysville; Haysville would pay SCKEDD, contractors, and all other associated expenses from those awarded funds.
- Haysville staff will inform potential target areas through door-to-door conversations and flyers of a neighborhood open house meeting at city hall that would provide more detailed information. The recently completed Haysville Housing Assessment Tool indicated two potential target areas. One target area will be chosen based on response.
 - To the south of Grand: Wire to Delos, more concentrated on Spencer, Delos, and Wayne – Ward 3

- Off of 63rd - North side of the Ditch between Broadway and the ball diamond in Wards 4th Addition – Ward 2
- We can apply for additional grant rounds but cannot apply for the same target area twice.
- Examples of qualified structural repairs include roofing, siding, windows, electrical, plumbing, HVAC, ADA accessibility items, etc. Cosmetic changes do not qualify.
- There is a required procurement/request for proposal process that SCKEDD will assist with, and the city will send out for bid.
- The program is free for homeowners if repairs are under \$25,000.
- Each home must have at least \$3,000 to qualify and cannot be awarded more than \$25,000. If repairs exceed \$25,000, the homeowner can choose to pay the additional amount. All recommended repairs must be made to meet HUD requirements, or the homeowner cannot receive funding.
- The target grant area is between 50 and 60 homes. The minimum pre-applications needed is 15-18 homes. The number of homes awarded in one grant is approximately ten homes.
- The city imposes a three-year lien on the property for the cost of the repairs. The lien depreciates over that time and is released at no cost to the homeowner after three years.
- Resident’s questions will be directed to the city’s economic development director.
- Homeowner Qualifications:
 - The applicant must be the homeowner of record on the legal title.
 - The homeowner must reside in the home as the household's primary residence to receive the full funding amount.
 - Property taxes and homeowner insurance on the home must be current
 - If a homeowner dies within the three-year lien period and has no spouse, the home may be sold or rented to a low—to moderate-income household. If sold or rented to a non-LMI family, the homeowner’s estate must pay back the prorated amount on the lien. For example, if the home is sold in the 13th month following completion of the rehabilitation, then 12/36 or 1/3 of the loan would be forgiven, and the homeowner’s estate would repay 2/3 of the original amount.
 - HUD sets the income guidelines for Sedgwick County.

Household size	1	2	3	4	5	6	7	8
Annual Income	\$47,700	\$54,500	\$61,300	\$68,100	\$73,550	\$79,000	\$84,450	\$89,900
 - Rental houses can be awarded funds. Both the landlord and the tenant have to submit an application. The tenant must meet income guidelines. The landlord must contribute 25% if the landlord is not income-qualified and 15% if the landlord is income-qualified.
- The Weatherization Program (funded through the Department of Energy, Health and Human Services, KHRC, and local utility partners) will be utilized on all qualified homes (with the same income requirements). The Weatherization Program funds will not count towards the CDBG award, allowing the homeowner additional needed repairs. The repairs are based on the home audit results and can include window and door sealing, heating and cooling system and water heater repairs, insulation, etc.

I am happy to answer any further questions.

Thank you,
 Danielle Gabor
 Economic Development Director

CONTRACT FOR GRANT WRITING SERVICES
2024 CDBG HOUSING REHABILITATION, CITY OF HAYSVILLE, KANSAS

THIS CONTRACT is entered into on _____ by and between the City of Haysville, Kansas, Party of the First Part, hereinafter referred to as “City” and the South Central Kansas Economic Development District, Inc. (SCKEDD) a non-profit Kansas corporation under the laws of the State of Kansas, Party of the Second Part, hereinafter called “SCKEDD”.

SCKEDD hereby agrees to provide grant writing services to the City in the writing of the CDBG Housing Rehabilitation Project, which may be awarded by the KDOC to The City of Haysville.

The services to be provided by SCKEDD are outlined in the attached Exhibit “A” and hereby incorporated into this contract and made a part hereof. SCKEDD’s official agent for this contract is Executive Director.

Mark the box below to indicate the grant/s being selected for grant writing services.

- Kansas Department of Commerce Water/Sewer Grant
- Kansas Department of Commerce Community Facilities Grant
- Kansas Department of Commerce Housing Rehabilitation Grant**
- Kansas Department of Commerce Commercial Rehabilitation Grant
- Kansas Department of Commerce Urgent Need Grant
- Kansas Department of Commerce Economic Development Grant
- Kansas Department of Commerce Regional Water Grant
- U.S. Department of Agriculture Housing Preservation Grant
- Federal Home Loan Bank Affordable Housing Program
- Kansas Housing Resource Corporation Moderate Income Housing Grant
- Economic Development Administration (EDA) Grant

The specific grant writing fees are listed in the attached Exhibit “B”.

SCKEDD will invoice the City for payment on the above selected grant writing services. An invoice will be generated upon the signing of this agreement by all parties and payment will be due within 30 days, as indicated on the invoice.

Payment received by SCKEDD from the City is not a deposit. Parties to this agreement agree that any payment received is non-refundable.

If payment is not received within 30 days, SCKEDD is allowed to cancel the contract and bill the City for services rendered in good faith after the execution of this contract at a rate of \$75.00 per hour.

This contract is in effect until grant submittal has been completed. Any grant proposals that are submitted and not awarded may be submitted again in the future at no cost to the City. All

CONTRACT FOR GRANT WRITING SERVICES
2024 CDBG HOUSING REHABILITATION, CITY OF HAYSVILLE, KANSAS

resubmissions of grant must not require any major changes to the original proposal for the resubmission to be at no cost.

SCKEDD and the City have agreed to the terms of this contract executed on _____, as evidenced by the following affixed signatures.

CITY OF HAYSVILLE
SEDGWICK COUNTY, KANSAS

SOUTH CENTRAL KANSAS ECONOMIC
DEVELOPMENT DISTRICT, INC.

Russ Kessler
City of Haysville Mayor

Bill Lampe
Executive Director, SCKEDD

CONTRACT FOR GRANT WRITING SERVICES
2024 CDBG HOUSING REHABILITATION, CITY OF HAYSVILLE, KANSAS

EXHIBIT A.

GRANT WRITING SERVICES

SCKEDD agrees, as related to this contract, to assume the following duties and obligations. The City of Haysville agrees, as related to this contract to provide SCKEDD any and all items that are necessary to complete the grant proposal by required deadlines. Both parties understand that the below items are not an all-inclusive list. SCKEDD assures that items required for grant proposals by the various agencies will comply with all requirements.

1. Work with the City of Haysville to provide information to development project outline.
2. Prepare all required publications such as newspaper advertisements that are needed to inform the public about projects. The City of Haysville will be responsible for any cost related to publications and advertisements.
3. Provide expertise and guidance to the City of Haysville to create a grant proposal.
4. Complete all the necessary grant/project research.
5. Attend all required meetings necessary for project development.
6. Prepare all required documents for signature forms.
7. Prepare and track progression of budgets.
8. Prepare all required Resolutions.
9. Prepare any/all required maps and pictures.
10. Ensure grant proposals are submitted timely to meet any/all grant deadlines submission dates.

CONTRACT FOR GRANT WRITING SERVICES
2024 CDBG HOUSING REHABILITATION, CITY OF HAYSVILLE, KANSAS

EXHIBIT B.

Grant Writing Fee:

Kansas Department of Commerce Water/Sewer Grant
SCKEDD member counties \$2,500/Non-member counties \$3,500

Kansas Department of Commerce Community Facilities Grant
SCKEDD member counties \$2,500/Non-member counties \$3,500

Kansas Department of Commerce Housing Rehabilitation Grant
SCKEDD member counties \$3,000/**Non-member counties \$4,000**

Kansas Department of Commerce Commercial Rehabilitation Grant
SCKEDD member counties \$2,500/Non-member counties \$3,500

Kansas Department of Commerce Urgent Need Grant
SCKEDD member counties \$2,500/Non-member counties \$3,500

Kansas Department of Commerce Economic Development Grant
SCKEDD member counties \$2,500/Nonmember counties \$3,500

Kansas Department of Commerce Regional Water Grant
SCKEDD member counties \$2,500/Non-member counties \$3,500

U.S. Department of Agriculture Housing Preservation Grant
SCKEDD member counties \$2,500/Non-member counties \$3,500

Federal Home Loan Bank Affordable Housing Program Grant
SCKEDD member counties \$1,000/Nonmember counties \$1,500

Kansas Housing Resource Corporation Moderate Income Housing Grant
SCKEDD member counties \$1,000/Nonmember counties \$1,500

Economic Development Administration (EDA) Grant
SCKEDD member counties \$3,000/Non-member counties \$4,000

CONTRACT FOR ADMINISTRATIVE SERVICES
CITY OF HAYSVILLE, KANSAS
CDBG HOUSING REHABILITATION

THIS CONTRACT is entered into this _____ by and between City of Haysville, Kansas, Party of the First Part, hereinafter referred to as “City” and the South-Central Kansas Economic Development District, Inc. (SCKEDD) a non-profit Kansas corporation under the laws of the State of Kansas, Party of the Second Part, hereinafter called “SCKEDD”.

This contract is contingent upon award of a current Small Cities Community Development Block Grant (CDBG) application from the State of Kansas Department of Commerce. If the application is not successful and the grant not funded, this contract will be declared null and void.

SCKEDD hereby agrees to provide grant administration services to the City in the administration of the CDBG which may be awarded by the Kansas Department of Commerce to the City for a community facility. The services to be provided are outlined in the attached Exhibit “A” and hereby incorporated into this contract and made a part hereof. SCKEDD’s official agent for this contract is its Executive Director.

SCKEDD further agrees to the following:

1. SCKEDD will provide the City, the Kansas Department of Commerce, or the Comptroller General through any authorized representative, the access to, and the right to examine, SCKEDD’s records, books, papers, or documents related to the contract.
2. SCKEDD will provide safeguards to prohibit employees from using their positions for a purpose that is, or gives the appearance of being, motivated by a desire for private gain for themselves, or others, particularly those with whom they have family, business, or other ties.

SCKEDD further agrees to abide by the following State and Federal Regulations:

1. Title VI of the Civil Rights Act of 1964;
2. Title VIII of the Civil Rights Act of 1968, as amended by the Housing Act of 1974;
3. Section 109, Housing and Community Development (HCD) Act of 1974, as amended;
4. Section 3 of the Housing and Urban Development Act of 1968, as amended through 1994, and implemented by 24 CFR 135;
5. Section 503 of Rehabilitation Act of 1973, as amended;
6. Section 504 of the Rehabilitation Act of 1973, as amended;
7. Age Discrimination Act of 1975, as amended;
8. Executive Order 11063 (1962);
9. Executive Order 11246 (1965), as amended;
10. 24 CFR 85, as modified by CFR 570, Subpart J;
11. Title I of the Housing and Community Development Act of 1974, as amended;
12. Section 519, Public Law 101-144 (1990 HUD Appropriation Act);
13. Cranston-Gonzales National Affordable Housing Act (Sections 906 and 912);

CONTRACT FOR ADMINISTRATIVE SERVICES
CITY OF HAYSVILLE, KANSAS
CDBG HOUSING REHABILITATION

14. Kansas Act Against Discrimination; and
15. Fair Housing Amendment Act of 1988.

These items are described in more detail in Section 10, Appendix “B” of the Kansas Small Cities Community Development Block Grant Program Grantee Handbook. These pages are attached hereto as Exhibit “B” and hereby incorporated into this contract and made a part hereof.

The City agrees, as related to this contract, to assume the following duties and obligations:

1. To pay SCKEDD **\$25,000.00** for the administration of this contract. Payments are due to SCKEDD as follows for administrative duties:

\$6,250.00 at the completion of the environmental assessment;

\$12,500.00 after the first group of three (3) homes are completed;

\$3,125.00 when the grant is ready for closeout, and clearance of all monitoring findings is received; and

\$3,125.00 when the final closeout paperwork (with the exception of audit) is submitted to KDOC.

3. Grant Extension Clause:

In the event that the grant awarded by the Kansas Department of Commerce is extended beyond its original two-year contract period, SCKEDD agrees to provide a 30-day grace period for administrative service fees. During this grace period, no additional administrative fees beyond the aforementioned Section 1 Billings Schedule will accrue.

Upon the conclusion of the 30-day grace period, if additional time extensions are needed, the City agrees to compensate SCKEDD from non-grant-derived funds. The compensation will amount to \$500 for each subsequent 30-day extension period throughout the extended grant term to cover administrative services. This compensation will commence at the end of the 30-day grace period and will continue until completion of the extended grant period and associated closeout procedures.

The City commits to making these additional payments promptly, within 30 days of receipt. Failure to adhere to these payment timelines may lead to renegotiation or termination of this contract.

4. During the course of, and for all activities relating to this contract, the City is to appoint an authorized grant liaison with whom SCKEDD is to work.

CONTRACT FOR ADMINISTRATIVE SERVICES
CITY OF HAYSVILLE, KANSAS
CDBG HOUSING REHABILITATION

It is further agreed that at any time during the contract, should either party to this contract become dissatisfied with the provisions of the contract, or the execution of duties as set forth herein, they may request from, and will be granted by, the other party a renegotiation of terms. This request must take the form of a written notification detailing the reasons for complaint. If thirty (30) days after the receipt of the request for renegotiations, the renegotiations have not been resolved, this contract will be declared null and void from that date, subject to the payment of SCKEDD's expenses to date by the City.

It is further agreed that in the event the grant is not forthcoming, SCKEDD will be paid by the Kansas Department of Commerce for its time and expenses up to the date the grant is canceled.

It is further agreed that no provision herein set forth shall be construed to mean that SCKEDD shall assume from the City any direct responsibility to the Kansas Department of Commerce as detailed in the City's Grant Agreement for the above-referenced grant, other than that of an agent of the City.

This contract will be in effect until grant closeout procedures, except the audit, have been completed.

SCKEDD and the City have agreed to the terms of this contract executed this _____ day of February 2024, as evidenced by the following affixed signatures.

CITY OF HAYSVILLE, KANSAS

SOUTH CENTRAL KANSAS ECONOMIC
DEVELOPMENT DISTRICT, INC.

Russ Kessler
Mayor, City of Haysville

Bill Lampe
Executive Director

CONTRACT FOR ADMINISTRATIVE SERVICES
CITY OF HAYSVILLE, KANSAS
CDBG HOUSING REHABILITATION

EXHIBIT A
ADMINISTRATIVE SERVICES

1. Update Procurement Procedures, as needed.
2. Assist the City in “Furthering Fair Housing” and “Civil Rights” compliance by arranging to publish the proper notices in the official newspaper for the City, or by performing specific activities, and documenting them.
3. Complete the notices and prepare the publications required to complete the Environmental Review process.
4. Prepare all newspaper advertisements that are needed to inform the public about the project and to solicit construction contractors. The City will pay for all newspaper advertisements.
5. Perform the required notification to Minority-Owned Business Enterprises and Women-Owned Business Enterprises.
6. Attend the meeting during which the construction bids are opened.
7. Verify the contractor's eligibility with KDOC.
8. Assist the City in setting up and maintaining the required records, including:
 - a. Prepare signature forms.
 - b. Establish accounting procedures and books.
 - c. Maintain a spreadsheet to track expenses for the overall project.
 - d. Prepare every Request for Payment form (used to draw down grant funds).
 - e. Prepare each Estimated Cash Disbursement Report.
 - f. File all Quarterly Progress Reports.
 - g. Work with auditor on audit, if required by KDOC.
9. These are the Labor Standards activities that will be handled by the administrator:
 - a. Conduct Pre-Construction Conference.
 - b. Prepare the Notice of Start of Construction.
10. Participate in on-site monitoring visits by KDOC staff.
11. Correct any monitor’s findings.
12. Close out the grant, through:
 - a. Preparation of all grant closeout documents.
 - b. Preparation for the Public Hearing for Citizen Participation.
13. Provide other assistance as needed to see that the grant complies with KDOC requirements.

SCKEDD understands that the above is not an all-inclusive list. SCKEDD assures that all items required by the Kansas Department of Commerce, to comply with their CDBG Program for grant administration services, will be provided and completed by SCKEDD to KDOC’s satisfaction.

CONTRACT FOR ADMINISTRATIVE SERVICES
CITY OF HAYSVILLE, KANSAS
CDBG HOUSING REHABILITATION

EXHIBIT B
CDBG STATE AND FEDERAL REGULATIONS

SECTION 10, APPENDIX B

SUMMARY OF CIVIL RIGHTS LAWS, EXECUTIVE ORDERS, AND REGULATIONS
(Applicable to construction)

CDBG grantees must ensure all project activities will be administered in compliance with all civil rights laws and regulations. The following are summaries of those parts of the civil rights laws and regulations applicable to CDBG activities.

Title VI of the Civil Rights Act of 1964 provides that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Section 109, Housing and Community Development (HCD) Act of 1974, as amended, provides that no person in the United States shall, on the grounds of race, color, national origin, religion, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under Title I of the Housing and Community Development Act of 1974.

Section 504 of the Rehabilitation Act of 1973, as amended, provides for nondiscrimination of an otherwise qualified individual solely on the basis of his/her handicap in benefiting from any program or activity receiving federal financial assistance. All recipients must certify to compliance with all provisions of this Section.

Age Discrimination Act of 1975. No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or subjected to discrimination under, and program or activity receiving federal financial assistance.

Fair Housing Amendments of 1988 added handicapped (disabled) individuals and families with children to the list of protected status categories.

Executive Order 11063, as amended, directs all departments and agencies to take all action necessary and appropriate to prevent discrimination in housing and related facilities owned or operated by the federal government or provided with federal financial assistance and in the lending practices with respect to residential property and related facilities (including land to be developed for residential use) of lending institutions, insofar as such practices relate to loans insured or guaranteed by the federal government.

Kansas Act Against Discrimination. It is a policy of the State of Kansas that requires all employers, labor organizations, employment agencies, realtor, financial institutions, or other persons covered by this Act to assure equal opportunities and encourage every citizen regardless of race, religion, color, sex, age, physical disability, national origin, or ancestry, to secure and

CONTRACT FOR ADMINISTRATIVE SERVICES
CITY OF HAYSVILLE, KANSAS
CDBG HOUSING REHABILITATION

hold – without discrimination, segregation, or separation – employment in any field of work or labor for which they are properly qualified, the opportunity for full and equal public accommodations, and to assure full and equal opportunities in housing.

Executive Order 11246, as amended, provides that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in any phase of employment during the performance of federal or federally assisted construction contracts in excess of \$10,000. The following civil rights requirements also apply to CDBG grantee performance: grantees shall comply with Executive Order 11246, as amended by Executive Order 12086, and the regulations issued pursuant thereto (41 CFR Chapter 60) which provide that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in all phases of employment during the performance of federal or federally-assisted construction contracts. As specified in Executive Order 11246 and the implementing regulations, contractors and subcontractors on federal or federally assisted construction contracts shall take affirmative action to ensure fair treatment in employment, upgrading, demotion or transfer, recruitment or retirement advertising, layoff or termination, rates of pay, or other forms of compensation and selection or training and apprenticeship.

Section 503 of the Rehabilitation Act of 1973, as amended, provides for nondiscrimination in contractor employment. All recipients of federal funds must certify to the following through all contracts issued:

Affirmative Action for Handicapped Workers

1. The contractor will not discriminate against any employee regarding any position for which the employee or applicant for employment is qualified. The contractor agrees to make affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: Employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeships.
2. The contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
3. In the event of the contractor's noncompliance with the requirements of this clause, action for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
4. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in the form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.
5. The contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is

CONTRACT FOR ADMINISTRATIVE SERVICES
CITY OF HAYSVILLE, KANSAS
CDBG HOUSING REHABILITATION

bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

6. The contractor will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontractor or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

Section 912 of the Cranston-Gonzales National Affordable Housing Act, as amended, Section 109 (a) of the HCD Act prohibits discrimination on the basis of religion.

CONTRACT FOR ADMINISTRATIVE SERVICES
CITY OF HAYSVILLE, KANSAS
CDBG HOUSING REHABILITATION

EXHIBIT C
TERMS AND CONDITIONS

1. Termination of Contract for Cause: If, through any cause, the Consultant shall fail to fulfill in a timely manner his/her obligations under this contract, or if the Consultant shall violate any of the covenants, agreements or stipulations of this contract, the City shall thereupon have the right to terminate this contract by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Consultant under this Contract shall, at the option of the City, become its property and the Consultant shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the Consultant shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the contract by the Consultant, and the City may withhold any payments to the Consultant for the purpose of set-off until such time as the exact amount of damages due the City from the Consultant is determined.

2. Termination for the Convenience of the City: The City may terminate this contract at any time by giving at least 10 days' notice in writing to the Consultant. If the Contract is terminated by the City as provided herein, the Consultant will be paid for the time provided and expenses incurred up to the termination date. If this contract is terminated due to the fault of the Consultant, Paragraph 1 hereof relative to termination shall apply.
3. Changes: The City may, from time to time, request changes in the scope of services of the Consultant to be performed hereunder. Such changes, including any increase or decrease in the amount of the Consultant's compensation, which are mutually agreed upon by and between the City and the Consultant, shall be incorporated in written amendments to this Contract.
4. Personnel:
 - a. The Consultant represents that he/she has, or will secure at his/her own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of, or have any contractual relationship with, the City.
 - b. All the services required hereunder will be performed by the Consultant or under his/her supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such services.
 - c. None of the work or services covered by this contract shall be subcontracted without the prior written approval of the City. Any work or services subcontracted

CONTRACT FOR ADMINISTRATIVE SERVICES
CITY OF HAYSVILLE, KANSAS
CDBG HOUSING REHABILITATION

hereunder shall be specified by written contract or agreement and shall be subject to each provision of this contract.

5. Assignability: The Consultant shall not assign any interest on this contract, and shall not transfer any interest in the same (whether by assignment or invitation), without the prior written consent of the City thereto; provided, however, that claims for money by the Consultant from the City under this contract may be assigned to a bank, trust company or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the City.
6. Reports and Information: The Consultant, at such times and in such forms as the City may require, shall furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this contract, the costs and obligations incurred or to be incurred in connection therewith and any other matters covered by this contract.
7. Records and Audits: The Consultant shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the contract and such other records as may be deemed necessary by the City to assure proper accounting for all project funds, both federal and non-federal shares. These records will be made available for audit purposes to the City or any authorized representative, and will be retained for four years after the expiration of this contract unless permission to destroy them is granted by the City.
8. Findings Confidential: All of the reports, information, data, etc., prepared or assembled by the Consultant under this contract are confidential and the Consultant agrees that they shall not be made available to any individual or organization without prior written approval by the City.
9. Copyright: No report, maps or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Consultant.
10. Compliance with Local Laws: The Consultant shall comply with all applicable laws, ordinances and codes of the state and local governments, and the Consultant shall hold the City harmless with respect to any damages arising from tort done in performing any of the work embraced by this contract.
11. Equal Employment Opportunity: During the performance of this contract, the Consultant agrees as follows:
 - a. The Consultant will not discriminate against any employee or applicant for employment because of race, creed, sex, color or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, sex,

CONTRACT FOR ADMINISTRATIVE SERVICES
CITY OF HAYSVILLE, KANSAS
CDBG HOUSING REHABILITATION

color or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this non-discrimination clause.

- b. The Consultant will, in all solicitation or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex or national origin.
- c. The Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
- d. The Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and the rules, regulations and relevant orders of the Secretary of Labor.
- e. The Consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records and accounts by the City's Department of Housing and Community Development and the Secretary of Labor for purposes of investigation to ascertain with such rules, regulations and orders.
- f. In the event of the Consultant's non-compliance with the non-compliance clauses of this contract or with any such rules, regulations or orders, this contract may be canceled, terminated or suspended in whole or in part and the Consultant may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor or as otherwise provided by law.
- g. The Consultant will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Consultant will take such action with respect to any subcontract or purchase order as the City's Department of Housing and Community Development may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event the Consultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the City's Department of Housing and Community Development, the

CONTRACT FOR ADMINISTRATIVE SERVICES
CITY OF HAYSVILLE, KANSAS
CDBG HOUSING REHABILITATION

Consultant may request the United States to enter into such litigation to protect the interests of the United States.

12. Civil Rights Act of 1964: Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
13. Section 109 of the Housing and Community Development Act of 1974:
 - a. a. No person in the United States shall, on the grounds of race, color, national origin or sex be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.
14. Interest of Members of a City: No member of the governing body of the City and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this contract; and the Consultant shall take appropriate steps to assure compliance.
15. Interest of Other Local Public Officials: No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this contract; and the Consultant shall take appropriate steps to assure compliance.
16. Interest of Consultant and Employees: The Consultant covenants that he/she presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of their services hereunder.

The Consultant further covenants that in the performance of this contract, no person having any such interest shall be employed.

CONTRACT FOR HOUSING INSPECTION/RISK ASSESSMENT SERVICES
CITY OF HAYSVILLE
2024 CDBG HOUSING REHABILITATION GRANT

THIS CONTRACT is entered into this ____ day of _____, 2024 by and between The City of Haysville, Kansas, Party of the First Part, hereinafter referred to as “City” and the South Central Kansas Economic Development District, Inc. (SCKEDD) a non-profit Kansas corporation under the laws of the State of Kansas, Party of the Second Part, hereinafter called “SCKEDD”.

SCKEDD hereby agrees to provide Professional Housing Inspection/Risk Assessment services to the City under the City’s proposed 2024 Community Development Block Grant (CDBG) Application for Housing Rehabilitation and Reconstruction, to be funded by a grant from the Kansas Department of Commerce (KDOC) to the City. The services to be provided are outlined in the attached Exhibit “A” and hereby incorporated into this contract and made a part hereof. SCKEDD’s official agent for this contract is its Executive Director.

SCKEDD further agrees to the following:

1. SCKEDD will provide the City, the Kansas Department of Commerce, or the Comptroller General through any authorized representative, the access to, and the right to examine, SCKEDD’s records, books, papers, or documents related to the contract.
2. SCKEDD will provide safeguards to prohibit employees from using their positions for a purpose that is, or gives the appearance of being, motivated by a desire for private gain for themselves, or others, particularly those with whom they have family, business, or other ties.

SCKEDD further agrees to abide by the following State and Federal Regulations:

1. Title VI of the Civil Rights Act of 1964.
2. Title VIII of the Civil Rights Act of 1968, as amended by the Housing Act of 1974.
3. Section 109, Housing and Community Development (HCD) Act of 1974, as amended.
4. Section 3 of the Housing and Urban Development Act of 1968, as amended through 1994, and implemented by 24 CFR 135.
5. Section 503 of Rehabilitation Act of 1973, as amended.
6. Section 504 of the Rehabilitation Act of 1973, as amended.
7. Age Discrimination Act of 1975, as amended.
8. Executive Order 11063 (1962).
9. Executive Order 11246 (1965), as amended.
10. 24 CFR 85, as modified by CFR 570, Subpart J.
11. Title I of the Housing and Community Development Act of 1974, as amended.
12. Section 519, Public Law 101-144 (1990 HUD Appropriation Act).
13. Cranston-Gonzales National Affordable Housing Act (Sections 906 and 912).
14. Kansas Act Against Discrimination; and
15. Fair Housing Amendment Act of 1988.

CONTRACT FOR HOUSING INSPECTION/RISK ASSESSMENT SERVICES
CITY OF HAYSVILLE
2024 CDBG HOUSING REHABILITATION GRANT

These items are described in more detail in Section 10, Appendix “B” of the Kansas Small Cities Community Development Block Grant Program Grantee Handbook. These pages are attached hereto as Exhibit “B” and hereby incorporated into this contract and made a part hereof.

The City agrees, as related to this contract, to assume the following duties and obligations:

1. To pay SCKEDD according to the following fee schedule for services:
 - A. Housing Quality Standards Inspections, per dwelling..... \$800.00
(This price includes all written reports, cost estimates, interim inspections, and final inspections per rehabilitated house.)
 - B. Lead-Based Paint Risk Assessments, per dwelling..... \$1,000.00
(This price includes all written reports per rehabilitated house, as well as any charges for scientific analysis.)
 - C. Lead-Based Paint Clearance, per dwelling..... \$300.00
(This price includes all written reports per rehabilitated house, as well as any charges for scientific analysis.)
 - D. Demolition inspection, per dwelling (if required) \$500.00
(This price includes all written reports, cost estimates, interim inspections, and final inspections per dwelling unit to be demolished.)

- Unit prices (if needed)
 1. Additional site visits, per visit: \$50.00
 2. Additional paint, soil, dust, or water samples: \$250.00
 3. Additional XRF paint testing, per structure: \$100.00

2. During the course of, and for all activities relating to this contract, to appoint an authorized grant liaison with whom SCKEDD is to work.

It is further agreed that at any time during the contract, should either party to this contract become dissatisfied with the provisions of the contract, or the execution of duties as set forth herein, they may request from, and will be granted by, the other party a renegotiation of terms. This request must take the form of a written notification detailing the reasons for complaint. If thirty (30) days after the receipt of the request for renegotiations, the renegotiations have not been resolved, this contract will be declared null and void from that date, subject to the payment of SCKEDD's expenses to date by the City.

It is further agreed that in the event the grant is not forthcoming, SCKEDD will be paid by the Kansas Department of Commerce for its time and expenses up to the date the grant is canceled.

CONTRACT FOR HOUSING INSPECTION/RISK ASSESSMENT SERVICES
CITY OF HAYSVILLE
2024 CDBG HOUSING REHABILITATION GRANT

It is further agreed that no provision herein set forth shall be construed to mean that SCKEDD shall assume from the City any direct responsibility to the Kansas Department of Commerce as detailed in the City's Grant Agreement for the above-referenced grant, other than that of an agent of the City.

This contract will be in effect until grant closeout procedures, except the audit, have been completed.

SCKEDD and the City have agreed to the terms of this contract executed this ____ day of _____, 2024, as evidenced by the following affixed signatures.

CITY OF HAYSVILLE, KANSAS

SOUTH CENTRAL KANSAS ECONOMIC
DEVELOPMENT DISTRICT, INC.

Russ Kessler
Mayor, City of Haysville

Bill Lampe
Executive Director

CONTRACT FOR HOUSING INSPECTION/RISK ASSESSMENT SERVICES
CITY OF HAYSVILLE
2024 CDBG HOUSING REHABILITATION GRANT

EXHIBIT A
HOUSING INSPECTION AND RISK ASSESSMENT SERVICES

**SCOPE OF HOUSING INSPECTOR/RISK ASSESSOR REPONSIBLITIES FOR
CDBG HOUSING REHABILITATION AND RECONSTRUCTION GRANT
CITY OF HAYSVILLE**

1. Conduct initial inspections of each unit using the HUD Section 8 form, the Housing Quality Standards, and the local building code.
2. Provide a written Lead Paint Risk Assessment in conformance with HUD and the KDHE standards.
3. Prepare a line-item bid sheet for each unit that will be rehabilitated with detailed specifications for all needed repairs. This written report will include a sub-section that will list all interim control measures needed to comply with all regulations governing lead-based paint interim controls and paint stabilization.
4. Work with the Project Administrator to schedule a walk through/bid tour for all interested contractors.
5. Work closely with the Project Administrator and the City of Haysville to assure a smooth bid process and to evaluate all the bids received.
6. Perform regular interim inspections of all work sites.
7. Prepare written change orders when needed during the construction phase.
8. Conduct Final Inspections of each unit to assure compliance with all work specifications and the corresponding requirements of each agency. The property owner will be encouraged to participate in each Final Inspection. In the event that any work has to be corrected, or changed, another Final Inspection visit will take place.
9. Clearance testing of each unit will be performed in conjunction with the Final Inspection. In the event that any work has to be corrected, or changed, another clearance test will be performed.

SCKEDD understands that the above is not an all-inclusive list. SCKEDD assures that all items required by the Kansas Department of Commerce, to comply with their CDBG Program for housing inspection/risk assessor services will be provided and completed by SCKEDD to KDOC's satisfaction.

CONTRACT FOR HOUSING INSPECTION/RISK ASSESSMENT SERVICES
CITY OF HAYSVILLE
2024 CDBG HOUSING REHABILITATION GRANT

EXHIBIT B
CDBG STATE AND FEDERAL REGULATIONS

SECTION 10, APPENDIX B

SUMMARY OF CIVIL RIGHTS LAWS, EXECUTIVE ORDERS, AND REGULATIONS
(Applicable to construction)

CDBG grantees must ensure all project activities will be administered in compliance with all civil rights laws and regulations. The following are summaries of those parts of the civil rights laws and regulations applicable to CDBG activities.

Title VI of the Civil Rights Act of 1964 provides that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Title VIII of Civil Rights Act of 1968 (Fair Housing Act), as amended, prohibits discrimination in the sale, rental and financing of dwellings based on race color, religion, sex or national origin. Title VIII was amended in 1988 (effective March 12, 1989) by the Fair Housing Amendment Act, which: expanded the coverage of the Fair Housing Act to prohibit discrimination based on disability or on familial status (presence of child under age of 18, and pregnant women); established new administrative enforcement mechanisms with HUD attorneys bringing actions before administrative law judges on behalf of victims of housing discrimination; and revised and expanded Justice Department jurisdiction to bring suit on behalf of victims in Federal district courts.

Section 109, Housing and Community Development (HCD) Act of 1974, as amended, provides that no person in the United States shall, on the grounds of race, color, national origin, religion, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under Title I of the Housing and Community Development Act of 1974.

Section 504 of the Rehabilitation Act of 1973, as amended provides for nondiscrimination of an otherwise qualified individual solely on the basis of his/her handicap in benefiting from any program or activity receiving federal financial assistance. All recipients must certify to compliance with all provisions of this Section.

Age Discrimination Act of 1975. No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or subjected to discrimination under, and program or activity receiving federal financial assistance.

Executive Order 11063, as amended, directs all departments and agencies to take all action necessary and appropriate to prevent discrimination in housing and related facilities owned or operated by the federal government or provided with federal financial assistance and in the lending practices with respect to residential property and related facilities (including land to be

CONTRACT FOR HOUSING INSPECTION/RISK ASSESSMENT SERVICES
CITY OF HAYSVILLE
2024 CDBG HOUSING REHABILITATION GRANT

developed for residential use) of lending institutions, insofar as such practices relate to loans insured or guaranteed by the federal government.

Kansas Act Against Discrimination. It is a policy of the State of Kansas that requires all employers, labor organizations, employment agencies, realtor, financial institutions, or other persons covered by this Act to assure equal opportunities and encourage every citizen regardless of race, religion, color, sex, age, physical disability, national origin, or ancestry, to secure and hold – without discrimination, segregation, or separation – employment in any field of work or labor for which they are properly qualified, the opportunity for full and equal public accommodations, and to assure full and equal opportunities in housing.

Section 3 of the Housing and Urban Development Act of 1968, as amended, provides that, to the greatest extent feasible, opportunities for training and employment shall be given to recipients of public housing and lower income residents of the unit of local government or the metropolitan area (or non-metropolitan City) in which the project is located, contract work in connection with such projects shall be awarded to business concerns which are owned in substantial part by persons residing in the same metropolitan area (or non-metropolitan City) as the project, employ Section 3 residents in full-time positions, or subcontract with businesses which provide economic opportunities to lower income persons.

Executive Order 11246, as amended, provides that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in any phase of employment during the performance of federal or federally assisted construction contracts in excess of \$10,000. The following civil rights requirements also apply to CDBG grantee performance: grantees shall comply with Executive Order 11246, as amended by Executive Order 12086, and the regulations issued pursuant thereto (41 CFR Chapter 60) which provide that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in all phases of employment during the performance of federal or federally-assisted construction contracts. As specified in Executive Order 11246 and the implementing regulations, contractors and subcontractors on federal or federally assisted construction contracts shall take affirmative action to ensure fair treatment in employment, upgrading, demotion or transfer, recruitment or retirement advertising, layoff or termination, rates of pay, or other forms of compensation and selection or training and apprenticeship.

Section 503 of the Rehabilitation Act of 1973, as amended, provides for the nondiscrimination in contractor employment. All recipients of federal funds must certify to the following through all contracts issued:

Affirmative Action for Handicapped Workers

1. The contractor will not discriminate against any employee in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to make affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental

CONTRACT FOR HOUSING INSPECTION/RISK ASSESSMENT SERVICES
CITY OF HAYSVILLE
2024 CDBG HOUSING REHABILITATION GRANT

handicap in all employment practices such as the following: Employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeships.

2. The contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
3. In the event of the contractor's noncompliance with the requirements of this clause, action for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
4. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in the form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.
5. The contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973 and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
6. The contractor will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontractor or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

Section 912 of the Cranston-Gonzales National Affordable Housing Act, as amended, Section 109 (a) of the HCD Act prohibits discrimination on the basis of religion.



CITY OF HAYSVILLE, KANSAS

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
Director of Public Works

Date: March 11, 2024

Re: Consideration of KDOT Cost Share Agreement

We have received the agreement from KDOT in reference to the award of the Cost Share Grant for the S. Broadway Pedestrian Pathway Project.

We are requesting authorization for the Mayor to execute this agreement.

Thank you,

A handwritten signature in blue ink, appearing to read 'T Martinez', is written over a horizontal line.

Tony Martinez
City of Haysville
Director of Public Works

PROJECT NO. U-2516-01
COST SHARE PROGRAM
SOUTH BROADWAY PEDESTRIAN PATHWAY PROJECT
CITY OF HAYSVILLE, KANSAS

AGREEMENT

This Agreement is between the **Secretary of Transportation**, Kansas Department of Transportation (KDOT) (the “Secretary”) and the **City of Haysville, Kansas** (“LPA”), collectively, the “Parties.”

RECITALS:

- A. The Kansas Legislature, through K.S.A. §§ 68-2314b and 68-2314c, authorized the Secretary to provide funding for programs to assist local units of government in the administration of transportation projects including construction, preservation, expansion, and modernization throughout the state. The KDOT Cost Share Program has been authorized by the Governor of the State of Kansas and the Kansas Secretary of Transportation under this legislation.
- B. The LPA applied for, and the Secretary has selected, a sidewalk improvement project to participate in the Cost Share Program, as further described in this Agreement.
- C. The Secretary and the LPA are empowered by the laws of Kansas to enter into agreements for the construction of transportation projects in the state of Kansas.
- D. Cities and counties are, under certain circumstances, entitled to receive assistance in the financing of the construction and reconstruction of streets and state highways, provided however, to be eligible for such state aid, such work is required to be done in accordance with the laws of Kansas.

NOW THEREFORE, in consideration of these premises and the mutual covenants set forth herein, the Parties agree to the following terms and provisions.

ARTICLE I

DEFINITIONS: The following terms as used in this Agreement have the designated meanings:

- 1. **“Agreement”** means this written document, including all attachments and exhibits, evidencing the legally binding terms and conditions of the agreement between the Parties.
- 2. **“Construction”** means the work done on the Project after Letting, consisting of building, altering, repairing, improving, or demolishing any structure, building or highway; any drainage, dredging, excavation, grading or similar work upon real property.

3. **“Construction Contingency Items”** mean unforeseeable elements of cost within the defined project scope identified after the Construction phase commences.

4. **“Construction Engineering”** means inspection services, material testing, engineering consultation, and other reengineering activities required during Construction of the Project.

5. **“Consultant”** means any engineering firm or other entity retained to perform services for the Project.

6. **“Contractor”** means the entity awarded the Construction contract for the Project and any subcontractors working for the Contractor with respect to the Project.

7. **“Design Plans”** means design plans, specifications, estimates, surveys, and any necessary studies or investigations, including, but not limited to, environmental, hydraulic, and geological investigations or studies necessary for the Project under this Agreement.

8. **“Effective Date”** means the date the Secretary or the Secretary’s designee signs this Agreement.

9. **“Encroachment”** means any building, structure, farming, vehicle parking, storage or other object or thing including, but not limited to, signs, posters, billboards, roadside stands, fences, or other private installations, not authorized to be located within the Right of Way which may or may not require removal during Construction pursuant to the Design Plans.

10. **“Hazardous Waste”** includes, but is not limited to, any substance which meets the test of hazardous waste characteristics by exhibiting flammability, corrosivity, or reactivity, or which is defined by state and federal laws and regulations, and any pollutant or contaminant which may present an imminent and substantial danger to the public health or welfare, including but not limited to leaking underground storage tanks. Any hazardous waste as defined by state and federal laws and regulations and amendments occurring after November 11, 1991, is incorporated by reference and includes but is not limited to: (1) 40 C.F.R. § 261, *et seq.*, Hazardous Waste Management System; Identification and Listing of Hazardous Waste; Toxicity Characteristics Revisions; Final Rule; (2) 40 C.F.R. § 280, *et seq.*, Underground Storage Tanks; Technical Requirements and State Program Approval; Final Rules; (3) 40 C.F.R. § 300, National Oil and Hazardous Substances Pollution Contingency Plan; Final Rule; and (4) K.S.A. § 65-3430, *et seq.*, Hazardous Waste.

11. **“KDOT”** means the Kansas Department of Transportation, an agency of the State of Kansas, with its principal place of business located at 700 SW Harrison Street, Topeka, KS, 66603-3745.

12. **“Letting” or “Let”** means the process of receiving bids prior to any award of a Construction contract for any portion of the Project.

13. **“Local Public Authority” or “LPA”** means the City of Haysville, Kansas, with its place of business at 401 S. Jane St., Haysville, KS 67060.

14. **“MUTCD”** means the latest version of the Manual on Uniform Traffic Control Devices as adopted by the Secretary.

15. **“Non-Participating Costs”** means the costs of any items or services which the Secretary, acting on the Secretary’s own behalf, reasonably determines are not an integral part of the Construction of the Project.

16. **“Participating Costs”** means expenditures for items or services which are an integral part of highway, bridge, and road construction projects, as reasonably determined by the Secretary.

17. **“Parties”** means the Secretary of Transportation and KDOT, individually and collectively, and the LPA.

18. **“Preliminary Engineering”** means pre-construction activities including, but not limited to, design work generally performed by a consulting engineering firm that takes place before Letting.

19. **“Project”** means all phases and aspects of the Construction endeavor that is the subject of this Agreement to be undertaken by the LPA, as and when authorized by the Secretary prior to Letting, being: **Constructing an eight-foot wide pathway on the west side of Broadway Avenue from M.S. Mitch Mitchel Floodway Bridge, south approximately 1.35 miles to East Berlin Street in Haysville, Kansas.**

20. **“Project Limits”** means that area of Construction for the Project, including all areas between and within the Right of Way boundaries as shown on the Design Plans.

21. **“Responsible Bidder”** means one who makes an offer to construct the Project in response to a request for bid with the technical capability, financial capacity, human resources, equipment, and performance record required to perform the contractual services.

22. **“Right of Way”** means the real property and interests therein necessary for Construction of the Project, including fee simple title, dedications, permanent and temporary easements, and access rights, as shown on the Design Plans.

23. **“Secretary”** means the Secretary of Transportation of the State of Kansas, and the Secretary’s successors and assigns.

24. **“Utilities” or “Utility”** means all privately, publicly, or cooperatively owned lines, facilities, and systems for producing, transmitting, or distributing communications, power, electricity, light, heat, gas, oil, crude products, water, steam, waste, and other similar commodities, including non-transportation fire and police communication systems which directly or indirectly

serve the public.

ARTICLE II: FUNDING

1. **Funding.** The table below reflects the funding commitments of each Party. The Total Actual Costs of Construction include Construction Contingency Items. The Parties agree estimated costs and contributions are to be used for encumbrance purposes and may be subject to change.

Party	Responsibility
Secretary	70% of Total Actual Costs of Construction; Total Contribution to Actual Costs of Construction not to exceed \$890,596.00.
LPA	30% of Total Actual Costs of Construction until Secretary's funding limit is reached; 100% of Total Actual Costs of Construction after Secretary's funding limit is reached; 100% of Cost of Preliminary Engineering, Construction Engineering, Right of Way, and Utility Adjustments; 100% Non-Participating Costs.

ARTICLE III: SECRETARY RESPONSIBILITIES

1. **Technical Information on Right of Way Acquisition.** Upon a request from the LPA, the Secretary will provide technical information to help the LPA acquire Right of Way in accordance with the laws of the State of Kansas.

2. **Reimbursement Payments.** The Secretary agrees to make partial payments to the LPA for amounts not less than \$1,000.00 and no more frequently than monthly. Such payments will be made after receipt of proper billing and approval by a licensed professional engineer, a licensed professional architect, and/or licensed landscape architect, as applicable, employed by the LPA that the Project is being constructed within substantial compliance of the Design Plans.

ARTICLE IV: LPA RESPONSIBILITIES

1. **Access Control.** The LPA shall maintain the control of access rights and prohibit the construction or use of any entrances or access points along the Project within the LPA other than those shown on the final Design Plans unless prior approval is obtained from the Secretary.

2. **Accounting.** Upon request by the Secretary and in order to enable the Secretary to report all costs of the Project to the legislature, the LPA shall provide the Secretary an accounting of all actual Non-Participating Costs which are paid directly by the LPA to any party outside of the Secretary and all costs incurred by the LPA not to be reimbursed by the Secretary for

Preliminary Engineering, Right of Way, Utility adjustments, Construction, and Construction Engineering work phases, or any other major expense associated with the Project.

3. **Audit.** The LPA shall participate and cooperate with the Secretary in an annual audit of the Project. The LPA shall make its records and books available to representatives of the Secretary for audit for a period of five (5) years after date of final payment under this Agreement. If any such audits reveal payments have been made with state funds by the LPA for items considered Non-Participating Costs, the LPA shall promptly reimburse the Secretary for such items upon notification by the Secretary.

4. **Authorization of Signatory.** The LPA shall authorize a duly appointed representative to sign for the LPA any or all routine reports as may be required or requested by the Secretary in the completion of the Project.

5. **Cancellation by LPA.** If the LPA cancels the Project, it shall reimburse the Secretary for any costs incurred by the Secretary prior to the cancellation of the Project. The LPA agrees to reimburse the Secretary within thirty (30) days after receipt by the LPA of the Secretary's statement of the cost incurred by the Secretary prior to the cancellation of the Project.

6. **Conformity with State, Local, and Federal Requirements.** The LPA shall be responsible to design the Project or contract to have the Project designed in conformity with the state, local, and federal design criteria appropriate for the Project as well as in conformity with state, local, and federal law appropriate for the Project.

7. **Consultant Contract Language.** The LPA shall include language requiring conformity with Article IV, paragraph 6 above, in all contracts between the LPA and any Consultant with whom the LPA has contracted to perform services for the Project. In addition, any contract between the LPA and any Consultant retained by them to perform any of the services described or referenced in this paragraph for the Project covered by this Agreement shall contain language requiring conformity with Article IV, paragraph 6 above. In addition, any contract between the LPA and any Consultant with whom the LPA has contracted to prepare and certify Design Plans for the Project covered by this Agreement shall also contain the following provisions:

(a) **Completion of Design.** Language requiring completion of all plan development stages no later than the current Project schedule's due dates as issued by KDOT, exclusive of delays beyond the Consultant's control.

(b) **Progress Reports.** Language requiring the Consultant to submit to the LPA (and to the Secretary upon request) progress reports at monthly or at mutually agreed intervals in conformity with the official Project schedule.

(c) **Third-Party Beneficiary.** Language making the Secretary a third-party beneficiary in the agreement between the LPA and the Consultant. Such language shall read:

“Because of the Secretary of Transportation of the State of Kansas’ (Secretary’s) obligation to administer state funds, federal funds, or both, the Secretary shall be a third-party beneficiary to this agreement between the LPA and the Consultant. This third-party beneficiary status is for the limited purpose of seeking payment or reimbursement for damages and costs the Secretary, the LPA, or both, incurred or will incur because the Consultant failed to comply with its contract obligations under this Agreement or because of the Consultant’s negligent acts, errors, or omissions. Nothing in this provision precludes the LPA from seeking recovery or settling any dispute with the Consultant as long as such settlement does not restrict the Secretary’s right to payment or reimbursement.”

8. **Corrective Work.** Representatives of the Secretary may make periodic inspection of the Project and the records of the LPA as may be deemed necessary or desirable. The LPA shall direct or cause its contractor to accomplish any corrective action or work required by the Secretary’s representative as needed for a determination of state participation. The Secretary does not undertake (for the benefit of the LPA, the Contractor, the Consultant, or any third party) the duty to perform day-to-day detailed inspection of the Project or to catch the Contractor’s errors, omissions, or deviations from the final Design Plans.

9. **Design and Specifications.** The LPA shall be responsible to make or contract to have made Design Plans for the Project.

10. **Future Encroachments.** Except as provided by state, local, and federal laws, the LPA agrees it shall not in the future permit Encroachments upon the Right of Way of the Project, and specifically shall require any gas and fuel dispensing pumps erected, moved, or installed along the Project be placed a distance from the Right of Way line no less than the distance permitted by the National Fire Code.

11. **Hazardous Waste.** The LPA agrees to the following regarding Hazardous Waste:

(a) **Removal of Hazardous Waste.** The LPA shall locate and be responsible for remediation and cleanup of any Hazardous Waste discovered within the Project Limits. The LPA shall take appropriate action to cleanup and remediate any identified Hazardous Waste prior to Letting. The LPA shall also investigate all Hazardous Waste discovered during Construction and shall take appropriate action to clean up and remediate Hazardous Waste. The standards to establish cleanup and remediation of Hazardous Waste include, but are not limited to, federal programs administered by the Environmental Protection Agency (EPA), State of Kansas environmental laws and regulations, and City and County standards where the Hazardous Waste is located.

(b) **Responsibility for Hazardous Waste Remediation Costs.** The LPA shall be responsible for all damages, fines or penalties, expenses, fees, claims, and costs incurred from remediation and cleanup of any Hazardous Waste within the Project Limits which is

discovered prior to Letting or during Construction.

(c) Hazardous Waste Indemnification. The LPA shall hold harmless, defend, and indemnify the Secretary, the Secretary's agents, and employees from all claims, including contract claims and associated expenses, and from all fines, penalties, fees, or costs imposed under state or federal laws arising out of or related to any act of omission by the LPA in undertaking cleanup or remediation for any Hazardous Waste.

(d) No Waiver. By signing this Agreement, the LPA has not repudiated, abandoned, surrendered, waived, or forfeited its right to bring any action, seek indemnification or seek any other form of recovery or remedy against any third party responsible for any Hazardous Waste on any Right of Way within the Project Limits. The LPA reserves the right to bring any action against any third party for any Hazardous Waste on any Right of Way within the Project Limits.

12. **Indemnification.**

(a) General Indemnification. To the extent permitted by law and subject to the maximum liability provisions of the Kansas Tort Claims Act (K.S.A. § 75-6101, *et seq.*) as applicable, the LPA shall defend, indemnify, hold harmless, and save the Secretary and the Secretary's authorized representatives from any and all costs, liabilities, expenses, suits, judgments, damages to persons or property, or claims of any nature whatsoever arising out of or in connection with the provisions or performance of this Agreement by the LPA, the LPA's employees, agents, subcontractors or its consultants. The LPA shall not be required to defend, indemnify, or hold the Secretary harmless for negligent acts or omissions of the Secretary or the Secretary's authorized representatives or employees.

(b) Indemnification by Contractors. The LPA agrees to require the Contractor to indemnify, hold harmless, and save the Secretary and the LPA from personal injury and property damage claims arising out of the act or omission of the Contractor, the Contractor's agent, subcontractors (at any tier), or suppliers (at any tier). If the Secretary or the LPA defends a third party's claim, the Contractor shall indemnify the Secretary and the LPA for damages paid to the third party and all related expenses either the Secretary or the LPA or both incur in defending the claim.

13. **Inspections.** The LPA is responsible for providing Construction Engineering for the Project in accordance with any applicable state and local rules and guidelines.

(a) By LPA personnel. LPA personnel who are fully qualified to perform the inspection services in a competent and professional manner may be utilized by the LPA to inspect the Project, in which case the LPA shall provide the Secretary with a list of such personnel who will act as the assigned inspectors and their certifications.

(b) By a Consultant. If the LPA does not have sufficient qualified engineering employees to accomplish the Construction Engineering on this Project, it may engage the

professional services of a qualified consulting engineering firm to do the necessary services. The Consultant retained shall represent it is in good standing and full compliance with the statutes of the State of Kansas for registration of professional engineers (K.S.A. § 74-7021), the FHWA and all federal agencies, provide personnel who are fully qualified to perform the services in a competent and professional manner, and provide the Secretary with a list of assigned inspectors and their certifications.

(c) **Protective Clothing.** The LPA shall require at a minimum all LPA personnel and all Consultant personnel performing Construction Engineering to comply with the high visibility requirements of the MUTCD, Chapter 6E.02, High-Visibility Safety Apparel. If the LPA executes an agreement for Construction Engineering, the agreement shall contain this requirement as a minimum. The LPA may set additional clothing requirements for adequate visibility of personnel.

14. **Legal Authority.** The LPA agrees to adopt all necessary ordinances and/or resolutions and to take such administrative or legal steps as may be required to give full effect to the terms of this Agreement.

15. **Letting and Administration by LPA.** The LPA shall Let the contract for the Project and shall award the contract to the lowest Responsible Bidder upon concurrence in the award by the Secretary. The LPA further agrees to administer the Construction of the Project in accordance with the Design Plans, and the current version of the LPA's currently approved procedures, and administer the payments due the Contractor, including the portion of the cost borne by the Secretary.

16. **Maintenance.** When the Project is completed and final acceptance is issued, the LPA shall, at its own cost and expense, maintain the Project and shall make ample provision each year for such maintenance. If notified by the State Transportation Engineer of any unsatisfactory maintenance condition, the LPA shall begin the necessary repairs within thirty (30) days and shall prosecute the work continuously until it is satisfactorily completed.

17. **Performance Bond.** The LPA agrees to require the Contractor to provide a performance bond in a sum not less than the amount of the contract as awarded.

18. **Period of Performance.** The LPA shall commence implementation of the Project upon receipt of a Notice to Proceed and complete the Project within two (2) years of the Letting date the Notice to Proceed was issued to the LPA.

19. **Plan Retention.** The LPA shall maintain a complete set of final Design Plans reproducible, as-built prints, approved shop drawings, and structural materials certification for five (5) years after the Project's completion. The LPA further agrees to make such reproducible, prints, drawings, and certifications available for inspection by the Secretary upon request. The LPA shall provide access to or copies of all the above-mentioned documents to the Secretary.

20. **Responsibility for Adequacy of Design.** The LPA shall be responsible for and

require any Consultant retained by it to be responsible for the adequacy and accuracy of the Design Plans for the Project. Any review of these items performed by the Secretary or the Secretary's representatives is not intended to and shall not be construed to be an undertaking of the LPA's and its Consultant's duty to provide adequate and accurate Design Plans for the Project. Reviews by the Secretary are not done for the benefit of the Consultant, the construction Contractor, the LPA, any other political subdivision, or the traveling public. The Secretary makes no representation, express or implied warranty to any person or entity concerning the adequacy or accuracy of the Design Plans for the Project, or any other work performed by the Consultant or the LPA.

21. **Removal of Encroachments.** The LPA shall initiate and proceed with diligence to remove or require the removal of all Encroachments either on or above the limits of the Right of Way within its jurisdiction as shown on the final Design Plans for this Project. It is further agreed all such Encroachments shall be removed before the Project is advertised for Letting; except the Secretary may permit the Project to be advertised for Letting before such Encroachment is fully removed if the Secretary determines the LPA and the owner of the Encroachment have fully provided for the physical removal of the Encroachment and such removal shall be accomplished within a time sufficiently short to present no hindrance or delay to the Construction of the Project.

22. **Right of Way.** The LPA agrees to the following regarding Right of Way:

(a) **Right of Way Acquisition.** Any and all acquisitions of any Right of Way shown on the final Design Plans for the project shall be done in accordance with law, including the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended by the Surface Transportation and Uniform Relocation Assistance Act of 1987, and as provided in 49 C.F.R. Part 24, entitled Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs, and K.S.A. §§ 58-3501 to 58-3507, and in accordance with the schedule established by the LPA. The LPA shall certify to the Secretary, on forms provided by the KDOT's Bureau of Local Projects, such Right of Way has been acquired. Further, the LPA shall have recorded in the Office of the Register of Deeds all Right of Way, deeds, dedications, permanent easements, and temporary easements.

(b) **Right of Way Documentation.** The LPA shall provide all legal descriptions required for Right of Way acquisition work. Right of Way descriptions shall be signed and sealed by a licensed land surveyor responsible for the preparation of the Right of Way descriptions. The LPA agrees copies of all documents, including recommendations and coordination for appeals, bills, contracts, journal entries, case files, or documentation requested by the Office of Chief Counsel shall be delivered within the time limits set by the Secretary.

(c) **Highway Use Permit.** If the Project necessitates the LPA to work on Right of Way that is owned by the Secretary, the LPA shall submit a Highway Use Permit (KDOT Form 304) to the local KDOT District Office for review and approval. A copy of the Highway Use Permit may be found at https://www.ksdot.org/Assets/wwwksdotorg/dot_304_hwy_permit.pdf.

(d) **Relocation Assistance.** The LPA shall contact the Secretary if there will be any displaced person on the Project prior to making the offer for the property. The Parties mutually agree the LPA shall undertake the relocation of eligible persons as defined in the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended by the Surface Transportation and Uniform Relocation Assistance Act of 1987, and as provided in 49 C.F.R. Part 24, entitled Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs, and in general accordance with K.S.A. §§ 58-3501 to 58-3507, inclusive, and Kansas Administrative Regulations 36-16-1, *et seq.* The Secretary will provide information, guidance, and oversight to the LPA for any relocations required by the Project.

23. **Secretary Authorization.** The Secretary is authorized by the LPA to take such steps as deemed necessary or advisable by the Secretary to secure the benefits of state aid for this Project.

24. **Submission of Design Plans to Secretary.** Upon their completion, the LPA shall have the Design Plans submitted to the Secretary by a licensed professional engineer, a licensed professional architect, and/or licensed landscape architect, as applicable, attesting to the conformity of the Design Plans with Article IV, paragraph 6. The Design Plans shall be signed and sealed by the licensed professional engineer, licensed professional architect, and/or licensed landscape architect, as applicable, responsible for preparation of the Design Plans. In addition, geological investigations or studies shall be signed and sealed by either a licensed geologist or licensed professional engineer who is responsible for the preparation of the geological investigations or studies. All technical professionals involved in the Project are required to meet the applicable licensing and/or certification requirements as stated in K.S.A. § 74-7001, *et seq.*

25. **Traffic Control.** The LPA agrees to the following regarding traffic control for the Project:

(a) **Temporary Traffic Control.** The LPA shall provide a temporary traffic control plan within the Design Plans, which includes the LPA's plan for handling multi-modal traffic during Construction, including detour routes and road closings, if necessary, and installation of alternate or temporary pedestrian accessible paths to pedestrian facilities in the public Right of Way within the Project Limits. The LPA's temporary traffic control plan shall conform to the latest version of the MUTCD, as adopted by the Secretary, and comply with the American Disabilities Act of 1990 (ADA) as amended by the ADA Amendments Act of 2008, implementing regulations at 28 C.F.R. Part 35, and FHWA rules, regulations, and guidance pertaining to the same.

(b) **Permanent Traffic Control.** The location, form, and character of informational, regulatory, and warning signs, of traffic signals and of curb and pavement or other markings installed or placed by any public authority, or other agency as authorized by K.S.A. § 8-2005, shall conform to the latest version of the MUTCD as adopted by the Secretary.

(c) Parking Control. The LPA shall control parking of vehicles on the city streets throughout the length of the Project covered by this Agreement. On-street parking will be permitted until such time as parking interferes with the orderly flow of traffic along the street.

(d) Traffic Movements. The arterial characteristics inherent in the Project require uniformity in information and regulations to the end that traffic may be safely and expeditiously served. The LPA shall adopt and enforce rules and regulations governing traffic movements as may be deemed necessary or desirable by the Secretary and the FHWA.

26. Utilities. The LPA agrees to the following regarding Utilities:

(a) Utility Relocation. The LPA shall move or adjust, or cause to be moved or adjusted, and shall be responsible for such removal or adjustment of all existing Utilities necessary to construct the Project in accordance with the final Design Plans. New or existing Utilities to be installed, moved, or adjusted shall be located or relocated in accordance with the current version of the LPA's standard procedures.

(b) Status of Utilities. The LPA shall furnish the Secretary a list identifying existing and known Utilities affected, together with locations and proposed adjustments of the same and designate a representative to be responsible for coordinating the necessary removal or adjustment of Utilities.

(c) Time of Relocation. The LPA shall expeditiously take such steps as are necessary to facilitate the early adjustment of any Utilities, initiate the removal or adjustment of the Utilities, and proceed with reasonable diligence to prosecute this work to completion. The LPA shall certify to the Secretary on forms supplied by the Secretary that all Utilities required to be moved prior to Construction have either been moved or a date provided by the LPA as to when, prior to the scheduled Letting and Construction, Utilities will be moved. The LPA shall move, adjust, or cause to be moved or adjusted all necessary Utilities within the time specified in the LPA's certified form except those necessary to be moved or adjusted during Construction and those which would disturb the existing street surface. The LPA shall initiate and proceed to complete adjusting the remaining Utilities not required to be moved during Construction so as not to delay the Contractor in Construction of the Project.

(d) Permitting of Private Utilities. The LPA shall certify to the Secretary all privately owned Utilities occupying public Right of Way required for the Construction of the Project are permitted at the location by franchise, ordinance, agreement or permit and the instrument shall include a statement as to which party shall bear the cost of future adjustments or relocations required as a result of street or highway improvements.

(e) Indemnification. To the extent permitted by law, the LPA shall indemnify, hold harmless, and save the Secretary and the Contractor for damages incurred by the

Secretary and Contractor because identified Utilities have not been moved or adjusted timely or accurately.

(f) Cost of Relocation. Except as provided by state and federal laws, the expense of the removal or adjustment of the Utilities located on public Right of Way shall be borne by the owners. The expense of the removal or adjustment of privately-owned Utilities located on private Right of Way or easements shall be borne by the LPA except as provided by state and federal laws.

ARTICLE V: SPECIAL PROGRAM REQUIREMENTS

1. Letting Deadline. The LPA shall Let the Project no later than six (6) months after April 2024. The LPA may make a written request to the Secretary to extend the Project's Letting deadline. In the Secretary's sole discretion, the Secretary may either grant or deny the LPA's request to extend the Letting deadline. If the LPA does not Let the Project within six (6) months after April 2024, the Secretary may cancel this Agreement.

2. Recapture of State Investment. The Parties agree to the following terms regarding the recapture of the Secretary's share:

(a) Recapture Period. The Parties agree the recapture period of the Project is ten (10) years, commencing on the date the Secretary or the LPA gives notice of final acceptance of the Project.

(b) Insurance. If the Project includes improvements to a building, the LPA shall purchase and maintain insurance for property damage to the building continuously during the Useful Life Period of the Project in an amount equal to or in excess of the funds expended on the Project.

(c) Change in Public Use. After the Project is completed and during the entire recapture period, any change in the public use of the real property for the Project shall require written approval from the Secretary.

(d) Recapture Formula. If the Project is not used for the purpose set forth in this Agreement or other use approved by the Secretary, the LPA shall pay back to the Secretary a percentage of the Secretary's share as follows:

- | | |
|--|-------------------------------|
| 1) Violates in 1 st year of 10-year period: | 100% of the Secretary's Share |
| 2) Violates in 2 nd year of 10-year period: | 90% of the Secretary's Share |
| 3) Violates in 3 rd year of 10-year period: | 80% of the Secretary's Share |
| 4) Violates in 4 th year of 10-year period: | 70% of the Secretary's Share |
| 5) Violates in 5 th year of 10-year period: | 60% of the Secretary's Share |
| 6) Violates in 6 th year of 10-year period: | 50% of the Secretary's Share |
| 7) Violates in 7 th year of 10-year period: | 40% of the Secretary's Share |
| 8) Violates in 8 th year of 10-year period: | 30% of the Secretary's Share |

- 9) Violates in 9th year of 10-year period: 20% of the Secretary's Share
- 10) Violates in 10th year of 10-year period: 10% of the Secretary's Share

Any payments due to the Secretary pursuant to this subparagraph (d) shall be made within ninety (90) days after receipt of billing from the Secretary's Chief of Fiscal Services.

ARTICLE VI: GENERAL PROVISIONS

1. **Acceptance.** No contract provision or use of items by the Secretary shall constitute acceptance or relieve the LPA of liability in respect to any expressed or implied warranties.
2. **Amendment.** Any amendment to this Agreement shall be in writing and signed by the Parties.
3. **Binding Agreement.** This Agreement and all contracts entered into under the provisions of this Agreement shall be binding upon the Secretary and the LPA and their successors in office.
4. **Civil Rights Act.** The "Civil Rights Act Attachment" pertaining to the implementation of the Civil Rights Act of 1964, is attached and made a part of this Agreement.
5. **Compliance with Federal and State Laws.** The LPA shall comply with all applicable state and federal laws and regulations. The LPA represents and warrants that any Contractor and/or Consultant performing any services on the Project shall also comply with all applicable state and federal laws and regulations.
6. **Contractual Provisions.** The provisions found in the current version of the "Contractual Provisions Attachment (Form DA-146a)," which is attached, are hereby incorporated into, and made a part of this Agreement.
7. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same agreement.
8. **Debarment of State Contractors.** Any Contractor who defaults on delivery or does not perform in a satisfactory manner as defined in this Agreement may be barred for up to a period of three (3) years, pursuant to K.S.A. § 75-37,103, or have its work evaluated for pre-qualification purposes. Contractors retained by the LPA for the Project shall disclose any conviction or judgment for a criminal or civil offense of any employee, individual or entity which controls a company or organization or will perform work under this Agreement that indicates a lack of business integrity or business honesty. This includes (1) conviction of a criminal offense for obtaining or attempting to obtain a public or private contract or subcontract or in the performance of such contract or subcontract; (2) conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, or receiving stolen property; (3) conviction under state or federal antitrust statutes; and (4) any other offense to be so

serious and compelling as to affect responsibility as a state contractor. An individual or entity shall be presumed to have control of a company or organization if the individual or entity directly or indirectly, or acting in concert with one or more individuals or entities, owns or controls 25 % or more of its equity, or otherwise controls its management or policies. Failure to disclose an offense may result in a breach of this Agreement for cause.

9. **Entire Agreement.** This Agreement, with all attached exhibits, expresses the entire agreement between the Parties with respect to the Project. No representations, promises, or warranties have been made by the Parties that are not fully expressed or incorporated by reference in this Agreement.

10. **Headings.** All headings in this Agreement have been included for convenience of reference only and are not to be deemed to control or affect the meaning or construction or the provisions herein.

11. **Incorporation of Design Plans.** The final Design Plans for the Project are by this reference made a part of this Agreement.

12. **Independent Contractor Relationship.** The relationship of the Secretary and the LPA shall be that of an independent contractor, and nothing in this Agreement shall be construed to create a partnership, joint venture, or employee-employer relationship. The LPA is not the agent of the Secretary and is not authorized to make any representation, contract, or commitment on behalf of the Secretary. It is expressly understood that any individual performing services under this Agreement on behalf of the LPA shall not be deemed to be an employee or independent contractor of the Secretary, and such individual shall not be entitled to tax withholding, workers' compensation, unemployment compensation or any employee benefits, statutory or otherwise, from the Secretary. The LPA agrees that it is solely responsible for the reporting and payment of income, social security, and other employment taxes due to the proper taxing authorities with respect to such personnel. The LPA agrees to indemnify, defend and hold harmless the Secretary and its directors, officers, employees, and agents from and against any and all costs, losses, damages, liabilities, expenses, demands, and judgments, including court costs and attorney's fees, relating to the reporting and payment of income, social security, and other employment taxes and the provision of employee benefits (including but not limited to workers' compensation, unemployment insurance, and health insurance coverage or assessable payments required under state or federal) with respect to such individual performing services under this Agreement on behalf of the LPA. This provision shall survive the expiration or termination of this Agreement.

13. **Industry Standards.** Where not otherwise provided in this Agreement, materials or work called for in this Agreement shall be furnished and performed in accordance with best established practice and standards recognized by the contracted industry and comply with all applicable federal, state, and local laws and rules and regulations promulgated thereunder.

14. **No Third-Party Beneficiaries.** No third-party beneficiaries are intended to be created by this Agreement and nothing in this Agreement authorizes third parties to maintain a suit for damages pursuant to the terms or provisions of this Agreement.

15. **Nondiscrimination and Workplace Safety.** The LPA shall comply with all federal, state, and local laws, and rules and regulations prohibiting discrimination in employment and controlling workplace safety. Any violations of applicable laws, rules, or regulations may result in termination of this Agreement.

16. **Notices.** Any notice required or submitted under this Agreement shall be deemed given if personally delivered or mailed by registered or certified mail, return receipt requested and postage prepaid, to the following addresses of the Parties or such other addresses as either party shall from time to time designate by written notice.

The Secretary:
Kansas Department of Transportation
Attn: Michelle Needham
Division of Fiscal & Asset Management
700 SW Harrison Street, 2nd Floor West
Topeka, KS 66603-3754

The LPA:
The City of Haysville, Kansas
Tony Martinez
401 S. Jane St.
Haysville, KS 67060

17. **Restriction on State Lobbying.** Funds provided by the Secretary under this Agreement shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this Agreement shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.

18. **Severability.** If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected, and each provision of this Agreement shall be enforced to the fullest extent permitted by law.

19. **Technical Advice and Assistance; Limitations.** Technical advice, assistance, or both, provided by the Secretary under this Agreement shall not be construed as an undertaking by the Secretary of the duties of the LPA or any other individual or entity, or the duties of any Consultant, Contractor, licensed professional engineer, or inspector hired by the LPA.

20. **Termination.** If, in the judgment of the Secretary, sufficient funds are not appropriated to continue the function performed in this Agreement and for the payment of the charges hereunder, the Secretary may terminate this Agreement at the end of its current fiscal year. The Secretary will participate in all costs approved by the Secretary incurred prior to the

termination of the Agreement.

21. **Waiver.** A Party's failure to exercise or delay in exercising any right, power, or privilege under this Agreement shall not operate as a waiver. Further, no single or partial exercise of any right, power, or privilege shall preclude any other or further exercise thereof.

IN WITNESS WHEREOF the Parties have caused this Agreement to be signed by their duly authorized officers as of the Effective Date.

ATTEST:

THE CITY OF HAYSVILLE, KANSAS

CITY CLERK (Date)

MAYOR

(SEAL)

Kansas Department of Transportation
Secretary of Transportation

By:

Greg M. Schieber (Date)
Deputy Secretary and
State Transportation Engineer

Form Approved
By _____
Legal Dept. KDOT

**KANSAS DEPARTMENT OF TRANSPORTATION
CIVIL RIGHTS ACT ATTACHMENT**

PREAMBLE

The Secretary of Transportation for the State of Kansas, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. § 2000d to 2000d-4) and other nondiscrimination requirements and the Regulations, hereby notifies all contracting parties that it will affirmatively ensure that this contract will be implemented without discrimination on the grounds of race, color, national origin, sex, age, disability, income-level or Limited English Proficiency (“LEP”).

CLARIFICATION

Where the term “contractor” appears in the following “Nondiscrimination Clauses”, the term “contractor” is understood to include all parties to contracts or agreements with the Secretary of Transportation, Kansas Department of Transportation. This Attachment shall govern should this Attachment conflict with provisions of the Document to which it is attached.

ASSURANCE APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the “contractor”), agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in its Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration (FHWA), the Federal Transit Administration (“FTA”) or the Federal Aviation Administration (“FAA”) as they may be amended from time to time which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontractors, Including Procurements of Material and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor will be notified by the contractor of the contractor’s obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA, Federal Transit Administration (“FTA”), or Federal Aviation Administration (“FAA”) to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or, the FHWA, FTA, or FAA as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor’s noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA, FTA, or FAA may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of the paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any

subcontract or procurement as the Recipient or the FHWA, FTA, or FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

ASSURANCE APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- The Federal Aid Highway Act of 1973 (23 U.S.C. § 324 et. seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et. seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et. seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL No. 100-259), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with LEP, and resulting agency guidance, national origin discrimination includes discrimination because of LEP. To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681)

CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 07-19), which is attached hereto, are hereby incorporated in this contract and made a part thereof.

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the _____ day of _____, 20____.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least thirty (30) days prior to the end of its current fiscal year and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to ninety (90) days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101, *et seq.*).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001, *et seq.*) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111, *et seq.*) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101, *et seq.*) (ADA), and Kansas Executive Order No. 19-02, and to not discriminate against any person because of race, color, gender, sexual orientation, gender identity or expression, religion, national origin, ancestry, age, military or veteran status, disability status, marital or family status, genetic information, or political affiliation that is unrelated to the person's ability to reasonably perform the duties of a particular job or position; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to

comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) Contractor agrees to comply with all applicable state and federal anti-discrimination laws and regulations; (g) Contractor agrees all hiring must be on the basis of individual merit and qualifications, and discrimination or harassment of persons for the reasons stated above is prohibited; and (h) if it is determined that the contractor has violated the provisions of any portion of this paragraph, such violation shall constitute a breach of contract and the contract may be canceled, terminated, or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

6. **Acceptance of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority to Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility for Taxes:** The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101, *et seq.*), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.
11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101, *et seq.*
12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."
13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.



CITY OF HAYSVILLE, KANSAS

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
Director of Public Works

Date: March 11, 2024

Re: Consideration of Contract for Federal-Aid Construction Engineering

We have received the agreement from KDOT to be reimbursed for testing and inspection services for the 63rd and Seneca Sidewalk Project. KDOT will reimburse the City 80% of the costs associated with testing and inspection services not to exceed \$62,220.47.

We are requesting authorization for the Mayor to execute this agreement.

Thank you,

A handwritten signature in blue ink, appearing to read 'T Martinez', is written above a horizontal line.

Tony Martinez
City of Haysville
Director of Public Works

Dwight D. Eisenhower State Office Building
700 S.W. Harrison Street
Topeka, KS 66603-3745
Calvin E. Reed, P.E., Secretary
Tod L. Salfrank, Chief



Phone: 785-296-3861
Fax: 785-296-6946
kdot#publicinfo@ks.gov
http://www.ksdot.gov
Laura Kelly, Governor

March 6, 2024

Project No. 87 N-0753-01
City of Haysville
Sedgwick County

Tony Martinez
Director of Public Works
401 S. Jane
PO Box 404
Haysville, KS, 67060

Dear Mr. Martinez :

Attached is the Force Account Construction Engineering Inspection Services Agreement for performance of work for this project that was prepared from your submitted proposal. The Agreement is an eighteen - (18) page document with nine (9) attachments. Please review the entire Agreement and specifically note how the authority to proceed is issued, Article III, A., (1) and also note the basis of payment, Article II, A., (1) through (4) and the first Attachment – Specific Construction Provisions, Paragraph III, A. through E.

The Agreement and Special Attachments should be signed and attested as follows:

1. Agreement - Page 17 - signed and attested
2. Attachment – Certification as to Current History Regarding Debarment, Eligibility, Indictments, Convictions or Civil Judgements – completed, signed and dated.
3. Attachment – Certification Against Contingent Fees – completed, signed and dated.
4. Attachment -- Policy Regarding Sexual Harassment - signed and dated.
5. Attachment – Certificate of compliance with K.S.A. § 46-239(c) - Sheet 1 - answer questions sign and date.
6. Attachment – Certification Against Boycott of Israel - signed and dated.
7. Attachment – Certification Against Federal Lobbying - signed and dated.

Tony Martinez
Project No. 87 N-0753-01
Page 2
March 6, 2024

After executing the Agreement Haysville should immediately email the digital copy to **Jen Brendel** at Jennifer.M.Brendel@ks.gov in the **Bureau of Local Projects and the Kansas Department of Transportation Legal Department** at KDOT#OCC.contracts@ks.gov as soon as possible. **At each stage, the agreement should be kept intact as a complete document. Signature pages must be kept with the agreement and not forwarded to KDOT separately.**

When the Agreement has been executed and dated by KDOT, the City will receive by email a scanned executed copy for your records. The Notice to Proceed Letter will come from the KDOT Field Engineer assigned to the Project.

Sincerely,

Tod L. Salfrank, Chief
Bureau of Local Projects

TLS:mlb
Enclosures

**CONTRACT FOR
FEDERAL-AID CONSTRUCTION ENGINEERING BY LPA
(FORCE ACCOUNT AGREEMENT)**

CMS CONTRACT NO. _____

**PROJECT NO. 87 N-0753-01
FEDERAL PROJECT NO. TA-N075(301)
HAYSVILLE, KANSAS**

THIS AGREEMENT is by and between **the City of Haysville, Kansas** (“LPA”), and the Secretary of Transportation of the State of Kansas acting by and through the **Kansas Department of Transportation (KDOT)** (“Secretary”), collectively, referred to as the “Parties.”

RECITALS

- A. The Secretary and the LPA previously executed an agreement related to this Project dated July 31, 2023 (Agreement No. 499-23), which is incorporated by this reference as if set out in its entirety herein including, but not limited to, any funding maximums established by the Secretary for the Project in its entirety. The final design Plans and specifications for said Project are available in the KDOT Headquarters in Topeka.
- B. The Federal Government through its Department of Transportation (USDOT) and the Federal Highway Administration (FHWA), pursuant to Title 23, U.S. Code, has established a program of Federal-Aid to the states designated as the Federal-Aid Program, with a general purpose to increase the safety and capacity of roads in the United States.
- C. Pursuant to authority vested in K.S.A. §§ 68-401, *et seq.*, the Secretary authorizes the LPA to perform certain Construction Engineering and technical services for the above noted Project requiring inspection, sampling, and testing of materials and workmanship, as well as other technical services (“Services”).
- D. The LPA represents that it currently has sufficient equipment of suitable type and the necessary employees with the education, training, and experience necessary to perform the Services this Agreement requires in an accurate and timely manner available for the Project. The LPA’s individual employees are licensed by the Kansas Board of Technical Professions as required by Kansas law. The LPA represents that all personnel utilized in performance of Services have appropriate training, qualifications, and certifications to perform Services. The LPA further represents the use of the forces and equipment required for the performance of the Services will not interfere with other work which is necessary to be performed by such forces and equipment on other roads in the LPA.
- E. The Secretary agrees the LPA shall perform Construction Engineering Services for this Project under the terms set forth in this Agreement and its associated attachments and exhibits, whether attached or incorporated by reference.

ARTICLE I

DEFINITIONS:

- A. **“Agreement”** means this written document, including all attachments and exhibits, evidencing the legally binding terms and conditions of the agreement between the Parties.
- B. **“Construction Contract”** means a written agreement between the LPA and a Contractor, requiring the Contractor to construct or reconstruct a portion of the LPA’s roadway system for the Project for which the LPA is providing Services. The Construction Contract includes the following Contract Documents, all of which constitute one instrument and are incorporated by reference into this Agreement: proposal, Exploratory Work Documents, addenda, amendments, contract form, contract bond, Standard Specifications, Special Provisions, Project Special Provisions, general plans, detailed plans, drawings, the notice to proceed, material test methods, material test reports, material certifications, Part V of the KDOT Construction Manual, change orders, payment vouchers, guarantees, warranties, and other agreements, if any, that become required for construction and completion of a Project.
- C. **“Construction Engineering” or “CE” or “Construction Engineering Inspection Services” or “Services”** means the services necessary to inspect and monitor the construction of the Project as detailed herein this Agreement and in the **Specific Construction Provisions Attachment**.
- D. **“Construction Project”** means the specified location where a Contractor shall perform construction together with all improvements the Contractor shall be constructing under a Construction Contract.
- E. **“Contract Documents” or “Documents”** mean the written, printed papers, and electronic/digital files, including but not limited to, the Standard Specifications, the Construction Contract, the Special Provisions, the Project Special Provisions, and the Plans.
- F. **“Contractor”** means the individual, partnership, corporation, joint venture, or other legal entity undertaking the performance of work designated under the terms of the Construction Contract.
- G. **“Exploratory Work Documents”** mean documents developed by KDOT, local governments, or consultants to determine a Project’s subsurface conditions, engineering requirements, or both. These may include geotechnical foundation investigation reports; soils reports; geology reports; hydraulic investigations; hydrological investigations; bridge reports; earth work computations; boring logs; surveys; rock investigations; soils investigations; environmental investigations; building investigations; bridge investigations; and other geological, geotechnical, or design information for a Project.
- H. **“KDOT”** means the Kansas Department of Transportation, the Secretary of Transportation, and its authorized representatives and employees.

I. **“KDOT Area Engineer”** or **“Area Engineer”**, for administrative control of this Agreement, means the KDOT Area Engineer, the KDOT Field Engineering Administrator, or Construction Manager, or other designee of the KDOT District Engineer.

J. **“KDOT District Engineer”** means the KDOT District Engineer or designee who will perform KDOT’s administrative functions for the Project.

K. **“Local Public Authority”** or **“LPA”** means the City of Haysville, Kansas, and its authorized employees with its place of business located at 401 S. Jane, P. O. Box 404, Haysville, KS 67060. For the purposes of this Agreement, and only this Agreement, the City of Haysville shall also be considered to be the Consultant, as the term Consultant may appear in this Agreement or any attachments to this Agreement.

L. **“Manuals”** means the current version of the KDOT Documentation Manual, Construction Manual, Form Manual, CMS Procedures Manual, the Manual on Uniform Traffic Control Devices (MUTCD) as adopted by the Secretary and all other current relevant documents adopted by KDOT.

M. **“Non-Participating Costs”** means the costs of any items or services which the Secretary, acting on the Secretary’s own behalf and on behalf of the FHWA, reasonably determines are not Participating Costs.

N. **“Notice to Proceed”** means a written notice from KDOT authorizing the LPA to begin performance of Services.

O. **“Participating Costs”** means expenditures for items or services which are an integral part of highway, bridge, and/or road construction projects, as reasonably determined by the Secretary.

P. **“Plans”** mean, unless noted as “preliminary,” the plan profiles, typical cross sections, and other detail sheets showing the location, character, dimensions, and details of a Contractor’s work on a Project.

Q. **“Project”** means KDOT Project No. 87 N-0753-01 consisting of 0.824 miles of installation of 10 foot pedestrian and bicycle path including a Union Pacific Railroad pedestrian crossing from the East side of South Seneca Street from the North end of the M.S. Mitchell Floodway Bridge to West 63rd Street South thence East to South Mable Road in Haysville, Kansas, which will be completed under a Construction Contract, and for which the LPA will perform Construction Engineering Services.

R. **“Project Special Provisions”** means the Documents that modify the Standard Specifications for a particular Project.

S. **“Reports”** mean the formal documents that detail or summarize information analyzed, generated, or gathered for the Project or for a Construction Contract. Any document or information which is or should be produced by the exercise or practice of a technical profession,

as defined in K.S.A. § 74-7001, *et seq.*, is considered a Report. Any record of inspection, sampling, or testing of materials or workmanship is a Report.

T. **“Special Provisions”** mean Documents that modify the Standard Specifications, such as details not covered by KDOT’s Standard Specifications, special fabrication, or construction features.

U. **“Standard Specifications”** means the current English edition of the Kansas Department of Transportation Standard Specifications for State Road and Bridge Construction.

ARTICLE II

SECRETARY’S GENERAL RESPONSIBILITIES:

A. For the Services which the LPA performs under this Agreement, the Secretary will do the following:

1. Issue a written Notice to Proceed to LPA. The Secretary assumes no obligation to pay for Services the LPA performs prior to KDOT’s issuance of a Notice to Proceed for such Services.
2. Furnish or make available to the LPA a sufficient supply of blank field diaries, logs, recordkeeping books, reporting forms, and other documents KDOT requires the LPA to utilize in the performance of Services.
3. Furnish or make available all Manuals requested by the LPA, if unavailable online.
4. Assign such KDOT personnel to the Project as the Secretary determines are needed.
5. Perform, or provide KDOT-furnished laboratory for, testing of materials when a laboratory is required.
6. Pay the LPA according to Article V.

B. The Secretary has the authority to review, approve, reject, eliminate, or modify some or all of the Services. When reviewing the Services, issuing approvals/rejections, or taking any other action, the Secretary and the Secretary’s representatives are not undertaking the LPA’s responsibility for its Services. Any review undertaken by the Secretary is done for the Secretary’s purposes and not for the benefit of the LPA, the Contractor, or the traveling public. The Secretary and the Secretary’s representatives make no representations, or express or implied warranties to any persons or entities regarding the Services.

ARTICLE III

LPA'S GENERAL RESPONSIBILITIES:

A. For all Services performed under this Agreement, the LPA shall be responsible for the following obligations:

1. Furnish all labor materials, equipment, supplies, transportation, and incidentals necessary to perform the Services necessary and incidental to the accomplishment of the Project to the satisfaction of the Secretary, and as more detailed in the **Specific Construction Provisions Attachment**. The LPA represents that it is adequately staffed, properly qualified, and suitably equipped to perform the Services in a timely manner. The LPA shall perform all Services: (a) in conformance with the terms of this Agreement; (b) in compliance with applicable laws, rules, and regulations; and (c) with the degree of care, skill, and diligence ordinarily exercised by professional engineering firms performing services of a similar nature.

2. Follow Quality Assurance Procedures in checking or testing equipment the LPA will use to perform its Services. The LPA shall conduct this checking or testing before use of the equipment on the Project.

3. Documentation and Deliverables.

a. Reports and other technical data collected, recorded, or prepared by the LPA shall be maintained in form and substance, as well as in formats (electronic or otherwise), approved by KDOT.

b. LPA personnel shall perform Services and maintain Reports, records, and other Documents in an accurate and timely fashion. LPA personnel shall record, submit, and process such Reports, records, and Documents on a current basis.

c. LPA personnel shall neither allow nor accept any inspection, sampling, or testing of materials from any individual without first confirming such individual is currently qualified by KDOT to perform such inspection, sampling, or testing. No inspection, sampling, or testing will be attributed to any individual unless such individual actually performed such inspection, sampling, or testing. No test results shall be accepted unless the test results are submitted in writing with the name of the technician and the technician ID number along with the expiration date of the technician's certification.

B. The LPA shall perform its inspection Services in conformity with all the terms, conditions, plans and specifications of the applicable Construction Contract.

C. The LPA shall have sole responsibility for the adequacy and accuracy of Reports, technical data, and all other Services. The Secretary's performance under this Agreement is not intended to fulfill the LPA's obligations under this Agreement.

ARTICLE IV

A. CONTRACT ADMINISTRATION AND AUTHORITY

1. The KDOT Area Engineer will designate a KDOT representative to monitor, oversee, and coordinate the LPA's Services. The LPA shall communicate and coordinate its Services with the KDOT representative. KDOT's monitoring, oversight, and coordination of the LPA's Services is not an undertaking of the LPA's duty to provide adequate and accurate Services but rather to fulfill the Secretary's obligations.
2. The LPA will provide progress reports to the KDOT representative.
3. The KDOT representative will make decisions regarding changes in the work, unacceptable work, unauthorized work, defective work, and the LPA's compliance with all federal, state, and local laws, regulations, and ordinances.
4. The KDOT District Engineer or KDOT Area Engineer may order the LPA to remove from the Project any personnel of the LPA who are unable to perform Services in a competent or timely manner.
5. LPA personnel shall communicate and coordinate the Services with the KDOT representative. Consultant personnel shall transmit all Reports, documentation, and paperwork to the KDOT representative.
6. If the LPA furnishes all inspection, sampling, and testing for a Project, the LPA shall furnish and designate a Project Manager or Project Engineer as well as other inspection personnel or technicians to inspect, sample, and test materials and workmanship under the Construction Contract. The Project Manager/Project Engineer shall not act as the Contractor's superintendent or foreman. The Project Manager/Project Engineer shall not issue the instructions contrary to the Construction Contract. For such Project, the Project Manager/Project Engineer shall:
 - a. Supervise all LPA personnel and Services and shall act as a liaison among the Contractor, the LPA, and KDOT.
 - b. Have the responsibility and authority to reject unacceptable work, including unacceptable materials, until the KDOT representative resolves any questions or disputes.
 - c. Have the responsibility and authority to suspend all or part of the Contractor's work on a Project because of unsafe site conditions or unsafe work practices.
 - d. Provide guidance in interpreting Contract Documents and refer issues of interpretation to the KDOT representative.

e. The Project Manager/Project Engineer shall not alter or waive Construction Contract provisions. If a controversy arises, the Project Manager shall notify the KDOT representative without delay.

f. The Project Manager/Project Engineer shall transmit to the Contractor the orders and instructions of the KDOT representative. If the Project Manager/Project Engineer is unavailable and the matter needs prompt attention, the KDOT representative will transmit to the Contractor such orders or instructions and then notify the Project Manager/Project Engineer of the situation.

B. THIRD PARTIES

1. If the Project work requires contact or coordination with third parties, then KDOT will contact and, if necessary, coordinate activities with third parties, such as affected local, state, and federal agencies, the general public, utilities, railroad companies, private consultants, businesses, and contractors.

2. The LPA shall cooperate fully with KDOT, local agencies, state agencies, federal agencies, including the FHWA, the general public, utilities, railroad companies, private consultants, businesses, and contractors. The LPA recognizes that its actions or inactions may adversely impact or affect KDOT as well as other third parties, including but not limited to other consultants in plan development, any Contractor on the Construction Project, public utilities, private utilities, public landowners, private landowners, or others. The LPA shall do, or require to be done, all things reasonably necessary to: (a) avoid or mitigate unavoidable delays, costs, losses or damages which may arise out of, be caused by or attributed to the LPA's actions or inactions in performance of Services under this Agreement and (b) effectively coordinate with KDOT and third parties so as to enable KDOT to implement the Project in a timely and cost-effective manner.

C. CONSTRUCTION CONTRACT PERFORMANCE

1. At the Secretary's request, the LPA shall attend conferences or meetings that occur during performance of a Construction Contract, including but not limited to, pre-construction conferences held with potential bidders and other third parties interested in or involved in the Project. The Secretary may hold such conferences/meetings to discuss the LPA's Services, the Contractor's operations, third parties' concerns, or other relevant Project or Construction Contract issues. KDOT may hold a close-out conference with the LPA to evaluate the LPA's performance.

2. The LPA shall require its personnel that are KDOT-certified inspectors and technicians to be present on the Project any time the Contractor performs work requiring inspection, sampling, or testing under the Construction Contract.

D. TERM AND TERMINATION OF AGREEMENT

1. Unless terminated sooner under Article IV.D.2. or IV.D.3., the term of this Agreement will commence upon the Effective Date described in Article VI.H.1 and expire upon notice of written release from the Secretary.
2. The Secretary may terminate this Agreement, in whole or in part, upon ten (10) days advance written notice delivered to the LPA.
 - a. If the Secretary terminates this Agreement in whole or in part, for the Secretary's own convenience, then the Secretary will pay the LPA the LPA's costs incurred before the termination date as Article V provides.
 - b. If the Secretary terminates this Agreement, in whole or in part, because of the LPA's failure to comply with its contract obligations or because of the LPA's negligent acts, errors, or omissions, then the Secretary will pay the LPA the reasonable value of Services performed before the termination date.
3. The LPA may terminate this Agreement upon ten (10) days advance written notice to the Secretary and delivered to KDOT's Bureau of Local Projects.
4. The Secretary or the LPA may or may not claim the other Party breached the contract when exercising their right to terminate this Agreement. Termination, in any case, does not prevent the Secretary from recovering damages for the LPA's failure to comply with its obligations under this Agreement or for the LPA's negligent acts, errors, or omissions (See Article VI.F.) or prevent the LPA from seeking payment for additional Services under Article V.B.
5. Regardless of which Party terminates this Agreement, the Secretary may require the LPA to complete some of the remaining Services. The LPA's obligations to perform shall not end until such Services are completed.

ARTICLE V

A. BASIS OF PAYMENT

1. Subject to the upper limit of compensation, disallowed costs (Article V.A.6.) applicable to the Project, and sums withheld for liquidated damages (Article V.A.11.), the Secretary will pay the LPA eighty percent (80%) of the supported actual costs for the performed Services not to exceed the upper limit of compensation of sixty-two thousand, two hundred twenty dollars and forty-seven cents (\$62,220.47). Additionally, the Secretary will pay the LPA its other direct costs expended on the Project, such as contract labor, approved subcontractor/subconsultant costs as necessary, equipment costs, transportation costs, lodging costs, and meal expenses.
2. Subject to the upper limit of compensation, the Secretary will pay for additional Services according to Article V.B. The Secretary will not pay the LPA for any costs the

LPA incurred because of the LPA's negligent acts, errors, or omissions or because of the LPA's failure to comply with its obligations under this Agreement.

3. Initially, the Parties shall identify the upper limit of compensation on the **Special Construction Provisions Attachment**. The Parties may thereafter adjust the upper limit of compensation through a revised **Special Construction Provisions Attachment**, CMS Change Order, or Supplemental Agreement. The LPA shall notify the KDOT District Engineer before the LPA's Services exceed the upper limit of compensation so the Parties may consider an adjustment. The Secretary has no obligation to pay costs that exceed the upper limit of compensation unless and until any adjustment thereof is agreed in writing between the Parties.

4. To initiate payment for Services, the LPA shall submit to the KDOT District Engineer an itemized billing in the form approved by the KDOT District Engineer. The LPA shall not submit a billing more frequently than once a month or for less than five hundred dollars (\$500.00) during the progress of the work, for partial payment on account for the approved work completed by the LPA to date. In cases where the LPA submits billings which include costs incurred by a subconsultant, the same requirements of subparagraphs (a) – (b) below will apply. For each billing cycle the LPA shall:

- a. Submit payroll documentation identifying all tasks and employees that worked on such tasks for the Project during that billing period, all hours each of these employees worked, the rate of pay for each of these employees, and all monies paid to each of these employees; and
- b. Itemize the direct expenses and provide adequate supporting documentation, therefore.

5. The Secretary will pay for the Services within thirty (30) days after receiving, reviewing, and generally approving the LPA's itemized billing and accompanying documentation. This approval does not prevent the Secretary from adjusting a previous payment(s) for disallowed costs (Article V.A.6.) discovered after the Secretary has made that payment.

6. The LPA shall incur and invoice its costs in conformity with generally accepted accounting principles and the cost principles established in the Federal-Aid Policy Guide and the Code of Federal Regulations, Title 48, Chapter 1, Subchapter E, Part 31 (48 C.F.R. § 31.000, *et seq.*). The Secretary will not pay for disallowed costs. Disallowed costs include costs the Secretary determines are unreasonable, not actually incurred, caused by the LPA's failure to comply with its obligations under this Agreement, caused by the LPA's negligent acts, errors, or omissions, or otherwise unallowable. The LPA shall reimburse the Secretary if the Secretary previously paid any disallowed costs.

7. For Services performed, accumulated partial payments shall not exceed ninety-five percent (95%) of the federal-aid share of the upper limit of compensation.

8. The LPA shall submit its final invoice (clearly marked and designated as “final”) for final payment following completion of Services, but no later than one hundred eighty (180) days from completion of such Services. The LPA shall clearly designate and label such invoice as “final” so as to enable KDOT to proceed to close out the Project in accordance with its own internal procedures.

9. All local governmental units, state agencies, or instrumentalities, non-profit organizations, institutions of higher education, and Indian Tribal governments shall comply with Federal-Aid Transportation Act and the requirements of 2 C.F.R. Part 200, “Uniform Administrative Requirements, Cost Principles, and Requirements for Federal Awards” (commonly known as the “Supercircular”). Further, the LPA agrees to the following provisions:

a. Audit. It is the policy of the Secretary to make any final payments to the LPA for services related to the Project in a timely manner. The Audit Standards set forth in 2 C.F.R. Part 200, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” and specifically the requirements in Subpart F, 2 C.F.R. § 200.500, *et seq.*, require either a single or program specific audit be performed by an independent certified public accountant in accordance with these standards. All information audited and audit standards and procedures shall comply with 2 C.F.R. § 200.500, *et seq.*

b. Audit Report. The Secretary may pay any final amount due for the authorized work performed based upon the LPA’s most recent Single or Program Specific Audit Report “(Audit Report”) available and a desk review of the claim by the Contract Audit Section of KDOT’s Bureau of Fiscal Services. The LPA, by acceptance of this Agreement, acknowledges the final payment is subject to all single or program specific audits which cover the time period of the expenses being claimed for reimbursement. The Parties agree as the Audit Report becomes available for the reimbursement period (normally should occur within a period of 1-2 years), the Secretary will review the Audit Report for items which are declared as not eligible for reimbursement. The LPA agrees to refund payment made by the Secretary to the LPA for items subsequently found to be not eligible for reimbursement by audit.

c. Agency Audit. If the LPA is not subject to the Audit Standards set forth in 2 C.F.R. Part 200, the Secretary and/or the FHWA may request, in their sole discretion, to conduct an audit of the Project. Upon the request of the Secretary and/or the FHWA for an audit, the LPA will participate and cooperate in the audit and shall make its records and books available to representatives of the requesting agency for a period of five (5) years after date of final payment under this Agreement. If any such audit reveals payments have been made with federal funds by the LPA for items considered Non-Participating Costs, the LPA shall promptly reimburse the Secretary for such items upon notification by the Secretary.

10. The LPA has registered and shall maintain current registrations in the System for Award Management (<http://www.sam.gov>) at all times during which it has active federal awards.

11. Upon receiving the final invoice and verifying the LPA completed its Services, the Secretary will pay the LPA the next-to final payment for that portion of the eligible remaining five percent (5%) of the upper limit (up to the maximum of the federal-aid share and as allowed by provision of state law), withholding the retainage specified in Article V.A.12. The LPA will not have completed its Services until the LPA has completed and returned all records, Reports, and other such documents this Agreement requires. If the LPA fails to complete and return all such documents to the KDOT District Engineer, then the LPA shall owe the Secretary liquidated damages of five hundred dollars (\$500.00) which shall be withheld from final payment.

12. Once the LPA has earned ninety-five percent (95%) of the federal-aid share of the upper limit of compensation, the Secretary will withhold as retainage one percent (1%) of the upper limit or five hundred dollars (\$500.00), whichever is greater. If partial payments never reach ninety-five percent (95%) of the federal-aid share of the upper limit, the LPA may request payment one hundred percent (100%) of the federal-aid share minus a retainage equal to one percent (1%) of the upper limit or five hundred dollars (\$500.00), whichever is greater. The Secretary will hold the retainage until the Secretary or the Secretary's authorized representative has performed a final audit of the LPA's Services. The Secretary will make final payment, if any, within ninety (90) days after KDOT completes the final audit. If the LPA owes the Secretary no money after audit, the final payment will equal the retainage. However, if the final audit reveals the LPA owes the Secretary money, the Secretary will apply the retainage to the amount owed before paying the LPA any remaining funds. The amount owed to the Secretary may include liquidated damages under Article VI.A.11, overpayments, or other sums. If the retainage is insufficient to pay the amount owed, then the Secretary will issue a notice of deficiency, demanding that the LPA pay the balance owed. The LPA then shall pay the balance owed promptly after receiving notice of the deficiency. The Secretary will consider no claim for additional compensation submitted after KDOT has completed the final audit.

B. CHANGE IN SERVICES

1. The KDOT Area Engineer may change the LPA's Services by increasing, decreasing, or otherwise modifying the Services this Agreement requires.

2. The LPA may request payment for increased or modified Services as "extra Services" by written request to the KDOT Area Engineer. No additional payment will be made to the extent "extra services" were caused by the LPA's breach of its contract obligations or the LPA's negligent acts, errors, or omissions. If the Secretary determines the "extra Services" are reasonable and/or necessary, then the Secretary may authorize payment for these "extra Services" and increase the upper limit of compensation if necessary to compensate for the "extra Services." Such increases may include adding structures, increasing the Construction Contract scope, increasing Project termini, or changing the duration of Services, among others.

3. If the KDOT Area Engineer decreases the Services or decreases the expected duration of Services, then the LPA shall have no claim for additional compensation. Such decreases may include eliminating structures, decreasing the Construction Project scope, decreasing Construction Project termini, or changing the duration of Services, among others.
4. For changes in Services, the LPA will submit in writing its opinion and justification for extra Services and the estimated amount of additional compensation and submit to the KDOT representative.
5. If the KDOT Area Engineer denies additional compensation for “extra services”, in whole or in part, the LPA may appeal this denial to the Deputy Secretary of Transportation/State Transportation Engineer. The State Transportation Engineer’s decision represents KDOT final agency action under the Kansas Judicial Review Act (KJRA), K.S.A. § 77-601, *et seq.*

ARTICLE VI

A. OWNERSHIP OF DOCUMENTS

1. Upon completion or termination of Services, the LPA shall furnish to the KDOT Area Engineer all Documents KDOT provided to the LPA for such Services.
2. Upon completion or termination of Services, the LPA shall furnish to the KDOT Area Engineer all original Documents and Reports the LPA compiled and prepared in performing such Services.
3. Any Documents, procedures, specifications, engineering calculations, information, Reports, or any other work products developed by the LPA as deliverables to KDOT as part of the Services performed and paid for under this Agreement shall become the property of KDOT, but the LPA shall have the right to retain copies thereof for its own internal recordkeeping and for the purposes of performing Services for a Project.
4. Upon completion or termination of Services and at the Secretary’s request, the LPA shall furnish to the KDOT Area Engineer copies of all correspondence, memoranda, instructions, receipts, invoices, e-mails, and any other Documents pertaining to such Services and the Project. These Documents are KDOT’s property.
5. Any or all Services performed under this Agreement may result in the LPA using Documents (such as reports, surveys, schedules, lists, or data) the Secretary’s authorized representatives prepared, compiled, or collected that are use restricted pursuant to 23 U.S.C. § 407. Such Documents are watermarked “Use Restricted 23 U.S.C. § 407,” providing the Secretary with an evidentiary privilege that only counsel for KDOT may assert in litigation against KDOT. The LPA shall use these watermarked Documents only to perform Services on the Project. The LPA shall not remove or otherwise damage the

23 U.S.C. § 407 watermark. The requirements of this paragraph shall be included by the LPA in its subcontract agreements, if any, for the performance of any Services.

6. Documents collected or prepared by the LPA in the performance of this Agreement may be used without restriction by the Secretary for any public purpose. Any such use shall be without compensation to the LPA.

B. ACCESS TO RECORDS; AUDITS

1. The LPA shall keep all Project Documents arising out of or related to performance of Services for a five-year retention period beginning with the LPA's final payment date. The final payment date is the voucher date on the Secretary's last payment to the LPA. This final payment occurs after the LPA submits its request for final payment and KDOT has completed the final audit. The LPA shall make all Documents available at the LPA's principal office.

2. The Secretary, FHWA, or both, may inspect and review all Documents pertaining to the LPA's Services during the LPA's performance and the five-year retention period.

3. The LPA shall maintain all cost documentation according to generally accepted accounting principles and the cost principles contained in Code of Federal Regulations, Title 48, Chapter 1, Subchapter E, Part 31 (48 C.F.R. § 31.000, *et seq.*).

4. Within five (5) years after the LPA has submitted its invoice for final payment on Work Estimate for a Project, having completed its Services, the Secretary or the Secretary's authorized representatives may perform a final audit of the LPA's costs conducted according to generally accepted governmental auditing standards and in compliance with cost principles contained in Code of Federal Regulations, Title 48, Chapter 1, Subchapter E, Part 31 (48 C.F.R. § 31.000, *et seq.*). Without limitation, the auditors may determine whether costs incurred were actual and necessary, reasonable, allowable, and in compliance with regulations and whether the compensation did not exceed the applicable upper limit of compensation. The auditors may review all subconsultant records and costs, if any, as well. The LPA shall reimburse the Secretary for overpayments.

5. The LPA shall include the provisions of Articles VI.B.1—B.4. above in all subconsultant agreements, if any.

C. AGREEMENT ITEMS

1. Incorporation of Documents. The correlation, interpretation, and intent of the Agreement documents, including the Agreement and attachments thereto, shall be as follows:

- a. All Attachments listed and checked on the Index of Attachments are made a part of and incorporated into this Agreement.

- b. The Agreement, the Notice to Proceed, and all supplemental agreements shall be included as the Agreement documents
- c. The Agreement documents comprise the entire Agreement between the Secretary and the LPA.
- d. The Agreement documents are complimentary; that is, what is called for by one is binding as if called for by all. If the LPA finds a conflict, error, or discrepancy in the Agreement documents, the LPA will call it to the Secretary's attention before proceeding with the work affected thereby. In resolving such conflicts, errors, and discrepancies, the documents shall be given precedence in the following order: Supplemental Agreement, this Agreement, and Notice to Proceed.

2. No Party may alter or amend this Agreement except by a revised Work Estimate, CMS Change Order, or Supplemental Agreement evidencing written agreement between the Parties for such alteration or amendment.

D. LEGAL RELATIONS

- 1. The LPA shall observe and comply with all applicable federal, state, and local laws, ordinances, and regulations.
- 2. This Agreement binds the Parties and the Parties' successors and assigns. The LPA shall not assign this Agreement without the prior written permission of the Secretary. Notwithstanding any other provision of this Agreement, the LPA shall not subcontract any part of the Services without prior written approval by the Secretary.
- 3. This Agreement creates no third-party beneficiaries.
- 4. In the event any disagreement, dispute, or claim of the LPA arising out of or in connection with the LPA's performance of this Agreement, the LPA shall make written request to the KDOT District Engineer to review the matter. If dissatisfied with the review and decision of the KDOT District Engineer, then the LPA may appeal, in writing, to the Deputy Secretary of Transportation/State Transportation Engineer within fifteen (15) calendar days of receipt of the decision of the KDOT District Engineer. The State Transportation Engineer's decision represents KDOT final agency action under the Kansas Judicial Review Act (KJRA), K.S.A. § 77-601, *et seq.*
- 5. The **Civil Rights Act Attachment** (Rev. 01.24.23) pertaining to the implementation of the Civil Rights Act of 1964, is attached and made a part of this Agreement.
- 6. The provisions found in the current version of **Contractual Provisions Attachment (Form DA-146a)**, which is attached, are hereby incorporated into and made a part of this Agreement.

E. WORKERS' COMPENSATION

The LPA will elect to come within the provisions of the Workers' Compensation Act (K.S.A. § 44-505) for all Services performed for the Project and will provide such workers' compensation insurance as is required by the Commissioner of Workers' Compensation.

F. ERRORS AND OMISSIONS; INDEMNIFICATION; INSURANCE

1. The LPA shall promptly correct, without additional compensation, the LPA's failure to perform its obligations under this Agreement. The LPA shall promptly correct its negligent acts, errors, or omissions without additional compensation. If the Services affect a third party, then the LPA shall perform corrections in a manner that minimizes delay to the third party and other damages.

2. The LPA shall pay for or reimburse the Secretary for damages and costs the Secretary has incurred or will incur, because the LPA failed to comply with its obligations under this Agreement and LPA's negligent acts, errors, or omissions arising out of or in connection with the LPA's performance of this Agreement. These damages include personal injury to KDOT employees, damage to KDOT property, and economic loss whether the economic loss arises in contract, tort, or equity. Economic loss encompasses direct and consequential damages Kansas law permits the Secretary to recover, including monies the Secretary pays or owes to construction contractors, monies the Secretary pays or owes to consulting firms, delay damages, or other damages arising from the LPA's failure to comply with its obligations. This Agreement does not authorize third parties to seek recovery as third party beneficiaries of this Agreement or in any other capacity.

3. To the extent permitted by law and subject to the maximum liability provisions of the Kansas Tort Claims Act (K.S.A. § 75-6101, *et seq.*) as applicable, the LPA will defend, indemnify, hold harmless, and save the Secretary and the Secretary's authorized representatives from any and all claims, suits, damages, whether property damages, personal injury damages, or economic damages, and costs resulting from the LPA's failure to comply with its obligations under this Agreement, resulting from the LPA's negligent acts, errors, or omissions in performing its Services, or all of the above. The LPA shall have no obligation to defend, indemnify, hold harmless, and save the Secretary for negligent acts or omissions of the Secretary or the Secretary's authorized representatives or employees.

G. CONFLICT OF INTEREST

1. The LPA warrants it has no public or private interest and shall not acquire (directly or indirectly) any such interest, which would conflict with the Services performed under this Agreement.

2. The LPA shall not hire persons in KDOT's employment to provide Services under this Agreement without the Secretary's prior written permission.

H. EFFECTIVE DATE; REPRESENTATION OF AUTHORITY

1. This Agreement will become effective on the date when signed by the Secretary or the Secretary's designee ("Effective Date"). It is intended that the LPA will sign first, and the Secretary (or the Secretary's designated representative) will sign last; therefore, the effective date of the Agreement will be the latter date.

2. In signing this Agreement, the Parties and the individual person signing on behalf of such Party represent that the person signing is duly authorized, having the authority and capacity to execute and legally bind the respective entity to this Agreement.

I. FEDERAL REQUIREMENTS

1. Anti-Lobbying. If the total value of this agreement exceeds one hundred thousand dollars (\$100,000.00), a **Certification for Federal Aid Contracts and accompanying Disclosure of Lobbying Activities Attachment** will be attached to and made part of this Agreement. Such certification must state the recipient or subrecipient of a federal grant will not and has not used Federally-appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. 2 C.F.R. § Pt. 200, App. II.
2. Debarment & Suspension. If the value of this Agreement exceeds twenty-five thousand dollars (\$25,000.00), it is a covered transaction for purposes of 2 C.F.R. Parts 180 and/or 1200. By signature on this Agreement, the LPA verifies that neither it, nor its agents or employees, are presently debarred, suspended, proposed for debarment, declared ineligible, disqualified, or voluntarily excluded from participation in this transaction by any federal department or agency as reflected in the System for Award Management (SAM). Exec.Orders No. 12549 and 12689; 2 C.F.R. § 200.213. A **Certification as to Current History Regarding Debarment, Eligibility, Indictments, Convictions, or Civil Judgments Attachment** will be attached to and made a part of this Agreement. 2 C.F.R. § 200.213.
3. System for Award Management. The LPA has registered with the System for Award Management (<http://www.sam.gov/>), which provides a Unique Entity Identifier (SAM). The LPA shall maintain such registration at all times during which it has active federal awards.
4. Buy America Compliance. The Parties agree to comply with the Buy America requirements of 23 C.F.R. § 635.410, or other applicable Buy America requirements, when purchasing items using Federal funds under this Agreement. Buy America requires the Parties to purchase only steel and iron produced in the United States unless a waiver has been granted by FHWA or the product is subject to a general waiver. Costs for applicable materials which are not certified either compliant or under waiver will not be reimbursed. Buy America requirements apply to all contractors/subcontractors and should be incorporated through appropriate contract provisions as needed.

5. Prohibition on Certain Technologies. All Parties agree that they will comply with 2 C.F.R. §§ 200.216 and 200.471 regulations. Such regulations provide that recipients and sub-recipients of federal funds are prohibited from obligating or expending loan or grant funds to 1) procure or obtain; 2) extend or renew a contract to procure or obtain, or; 3) or enter into a contract to procure or obtain telecommunication or video surveillance equipment, services, or systems produced by: Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); and Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). Any expenditures for such telecommunication or video surveillance equipment, services or systems are unallowable costs and will not be reimbursed.

NOW THEREFORE, the Parties cause their duly authorized representatives to enter into this Agreement.

RECOMMEND FOR APPROVAL:

CITY OF HAYSVILLE, KANSAS

CITY ENGINEER

MAYOR (Date)

ATTEST:

CITY COMMISSION MEMBER

CITY CLERK (Date)

CITY COMMISSION MEMBER

(SEAL)

Kansas Department of Transportation
Secretary of Transportation

By: _____
Greg M. Schieber, P.E. (Date)
Deputy Secretary and
State Transportation Engineer

Approved as to form:

INDEX OF ATTACHMENTS

- Specific Construction Provisions
- Certification as to Current History Regarding Debarment, Eligibility, Indictments, Convictions, or Civil Judgments
- Certification Against Contingent Fees
- Policy Regarding Sexual Harassment
- Certificate of Compliance with K.S.A. § 46-239(c)
- Certification of Company Not Currently Engaged in a Boycott of Goods or Services from Israel
- Contractual Provisions Attachment (DA-146a)
- Certification for Federal Aid Contracts and accompanying Disclosure of Lobbying Activities
- Civil Rights Act
- Listing of KDOT Certified Inspectors
- Estimate of Engineering Fee / Work Estimate Form
- Certificate of Tax Clearance

*Note – If left unchecked, then inapplicable.

SPECIFIC CONSTRUCTION PROVISIONS

ARTICLE I SCOPE OF SERVICES (CONSTRUCTION ENGINEERING INSPECTION SERVICES TO BE PERFORMED BY THE CONSULTANT)

A. THE CONSULTANT AGREES TO THE FOLLOWING:

- (1) Attend all conferences designated by KDOT or required under the terms of this Agreement.
- (2) Designate a Project Engineer/Project Manager who shall meet KDOT's certification policy and report and transmit Project activity and documents to KDOT's Field Engineer.
- (3) Assign KDOT Certified Inspector(s) of the appropriate classifications to the Project to perform the services required under this Agreement in a timely manner to avoid delay to the Contractor.
- (4) Become familiar with the standard practices of KDOT, the Contract Documents, and the Contractor's proposed schedule of operations prior to beginning field services to be performed under this Agreement.
- (5) Perform the Consultant's field operations in accordance with accepted safety practices.
- (6) Furnish all equipment required to accomplish the Consultant's services and to check or test it prior to use on the Project.
- (7) Provide for Consultant personnel such transportation, supplies, materials and incidentals as are needed to accomplish the services required under this Agreement.
- (8) Transmit orders from KDOT to the Contractor and provide guidance in the interpretation of the Contract Documents.
- (9) Transmit orders from KDOT to the Contractor and provide guidance in the proper interpretation of the Contract Documents.
- (10) Perform or provide construction surveys, staking, and measurements needed by the Contractor (unless provided for in the contract where contractor construction staking is to be performed as a bid item by the Contractor) and perform measurements and surveys that are involved in the determination of final pay quantities.
- (11) Inspect all phases of construction operations to determine the Contractor's compliance with the Contract Documents and to reject such work and materials, which do not comply with the Contract Documents until any questions at issue, can be referred to and be decided by the KDOT's Field Engineer.
- (12) Take field samples and/or test materials to be incorporated in the work and reject those not meeting the provisions of the Contract Documents until any questions at issue can be referred to and be decided by the Field Engineer.

- (13) Make certain that test report records or certificates of compliance for materials tested off the Project site and required, prior to the incorporation in the work, have been received.
- (14) Keep such daily diaries, logs and records as are needed for a complete record of the Contractor's progress, including the Consultant's Project Engineer/Project Manager and Chief Inspector's diaries.
- (15) Measure and compute all materials incorporated in the work and items of work completed and maintain an item account record.
- (16) Provide measurement and computation of pay items.
- (17) Prepare and submit, or assist in preparing, such periodic, intermediate and final reports and records as may be required by KDOT and as are applicable to the Project, which may include:
 - a. Progress Reports
 - b. Weekly statement of working days
 - c. Notice of change in construction status
 - d. Report of field inspection of material
 - e. Test report record
 - f. Contractor pay estimates
 - g. Pile driving data
 - h. Piling record
 - i. Final certification of materials
 - j. Explanation of quantity variation
 - k. Other reports as required by the Project
- (18) Review, or assist in reviewing, all Contractor submittals of records and reports required by KDOT, as applicable to the Project, which may include:
 - a. Requests for partial and final payment
 - b. Other reports and records as required by the individual Project
- (19) Prepare and submit if desired by the Consultant, partial payment invoices for services rendered by the Consultant, but not to exceed one submittal per month.
- (20) Collect, properly label or identify, and deliver to KDOT all original diaries, logs, notebooks, accounts, records, reports and other documents prepared by the Consultant in the performance of this Agreement, upon completion or termination of this Agreement.
- (21) Return, upon completion or termination of this Agreement, all Contract Documents, Manuals, written instructions, unused forms and record keeping books, and other documents and materials furnished by KDOT. The Consultant shall be responsible for replacing lost documents or materials at the price determined by KDOT.
- (22) Prepare and submit a certification of Project completion.
- (23) Prepare and submit a final payment voucher for services rendered by the Consultant.

(24) Prepare and deliver (when Project is completed) one copy of major changes to the Plans (by letter) to KDOT. The letter should contain such items as the following:

- a. Earthwork and Culverts
 1. A revised list of benchmarks
 2. Location of government benchmarks
 3. Major changes in alignment
 4. Major changes in grade line
 5. Established references on cornerstones
 6. Major changes in location of drainage structures
 7. Major changes in flow-line of drainage structures
 8. Drainage structures added or deleted
 9. Any change of access control

- b. Bridges
 1. Changes in stationing
 2. Changes in type, size or elevation of footings
 3. Changes in grade line

B. THE SECRETARY AGREES TO THE FOLLOWING:

- (1) Make available to the Consultant sufficient copies of the Contract Documents, shop drawings, plan revisions, written instructions and other information and data considered by KDOT to be necessary for the Consultant to perform the Construction Engineering Inspection Services under this Agreement, for the Project.
- (2) Provide for the use of the Consultant a sufficient supply of the blank diaries, logs, record keeping books, and reporting forms considered by KDOT to be necessary for the Consultant to perform the Construction Engineering Inspection Services under this Agreement.
- (3) Provide space in the field office and field laboratory furnished by the Contractor under the terms of the Construction Contract, for the occupancy and use of the Consultant until completion of the construction work.
- (4) Perform or provide for laboratory testing of materials requiring off-site testing facilities and obtain test reports or certificates of compliance hereof.
- (5) Perform weld inspection when there is welding for bridge beam connections and splices, and for sign supports. This includes all cross frames, diaphragm connections, and stud welding.
- (6) Designate a Field Engineer Coordinator in the Construction Office with the duties and responsibilities set forth in Article I, Section C of this Agreement.
- (7) The Secretary reserves the right to assign and charge to the Project such KDOT personnel as may be needed.

ARTICLE II PROSECUTION AND PROGRESS

- (1) It is anticipated the Construction Engineering Inspection Services to be performed under the Construction Contract will start in 2024 and be completed by 2024.
- (2) The Consultant shall complete all of the Construction Engineering Inspection Services to be rendered under this Agreement no later than two months after completion of Project construction. Failure to comply may result in disqualification of the Consultant's Project Engineer/Project Manager or Chief Inspector until proper documentation is submitted and accepted.

ARTICLE III BASIS OF PAYMENT

- (1) Compensation of Construction Engineering Inspection Services provided by the Consultant under the terms of this Agreement shall be made on the basis of the reimbursable Consultant's actual cost of **\$62,220.47**. The actual cost shall be incurred in conformity with the cost principles established in Volume 1, Chapter 7, Section 2 of the Federal-aid Highway Policy Guide and 48 C.F.R. pt. 31 *et seq.* The upper limit of compensation for the Construction Engineering Inspection Services detailed in this Agreement shall be **\$62,220.47**.
- (2) Compensations for Construction Engineering Inspection Services during the progress of work normally will be made to the Consultant within 30 days after receipt by the Secretary of proper billing and when supported by appropriate documentation. The Consultant may not request partial payments at intervals of more than one per calendar month. Progress billings shall be acceptable to the Secretary before payments can be made to the Consultant. Unless extra Construction Engineering Inspection Services has been authorized by the Secretary, the total of the final payment and previous payments cannot exceed the upper limit of compensation approved for the Construction Engineering Inspection Services. If extra Construction Engineering Inspection Services has been authorized it will be reimbursed as per the terms of the supplemental agreements(s).
- (3) The Secretary will pay 100 percent of all partial billings up to 95 percent of the upper limit of compensation. Any further amount due will be held until the KDOT field office obtains all deliverables (field books, CMS disks, as-built plans, etc.) from the Consultant. When all deliverables are received by KDOT the remainder due may be paid if requested by the Consultant minus a \$500.00 retainage or the amount earned in excess of 95 percent of the upper limit, whichever is less. If partial payments never reach 95 percent of the upper limit, the Consultant may request payment of 100 percent of the amount earned minus a \$500.00 retainage. The retainage amount will be released to the Consultant when this Agreement has been audited by KDOT.
- (4) The Secretary will reimburse the Consultant for the approved voucher amount up to the upper limit of compensation (or upper limit plus any amount approved by a revised supplemental) for Construction Engineering Inspection Services detailed in this Agreement. The payments will be made provided the LPA has submitted to KDOT the estimated LPA's share of the Project cost and the LPA's estimated share of the Construction Engineering cost.
- (5) If this Agreement's upper limit of compensation exceeds the amount approved by the FHWA, KDOT will reimburse the Consultant for the approved voucher fee (not to exceed this

Agreement's upper limit of compensation unless authorization has been granted and included in a revised supplemental agreement for the Construction Engineering Inspection Services). The LPA will reimburse KDOT for fees voucher by the Consultant and approved by KDOT up to the upper limit of compensation in this Agreement that may exceed the FHWA's approved amount unless provisions are provided for payment under state law.

ARTICLE IV MISCELLANEOUS PROVISIONS

A. AUTHORIZED REPRESENTATIVES

- (1) The Field Engineer for KDOT will be Michael Longshaw, whose work address is 3200 East 45th Street N, Wichita, KS 67220-1432 and work telephone is 316-744-1271.
- (2) The Project Engineer/Project Manager for the Consultant will be Tony Martinez, whose work address is 401 S. Jane, P.O. Box 404, Haysville, KS 67060 and work telephone is 316-529-5940.
- (3) The Chief Inspector for the Consultant will be John Simons, Certification Number 5719 (expiration date is 12/3/2025), whose work address is 401 S. Jane, P.O. Box 404, Haysville, KS 67060 and work telephone is 316-529-5940.
- (4) The contact person for the LPA will be Tony Martinez, whose work address is 401 S. Jane, P.O. Box 404, Haysville, KS 67060 and work telephone is 316-529-5940.

B. ACCESS TO RECORDS

- (1) All documents and evidence pertaining to costs incurred under this Agreement will be available for inspection during normal business hours in the Consultant's office, located at 401 S. Jane, P.O. Box 404, Haysville, KS 67060, for a period of three (3) years following final Agreement payment.

For LPA Signature:

Certification by Prospective Participants as to current history regarding debarment, eligibility, indictments, convictions, or civil judgments

President, Chairman, or Authorized Official

being duly sworn (or under penalty of perjury under the laws of the United States), certifies that, except as noted below, _____

Agency or Company

or any person associated therewith in the capacity of _____

Owner, partner, director, officer, principal investigator, project director, manager, auditor, or any other position involving the administration of federal funds

is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;

has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;

does not have a proposed debarment pending; and

has not been indicted, convicted, or had a civil judgment rendered against (it) by a court of competent jurisdiction in any manner involving fraud or official misconduct within the past three years;

Exceptions _____

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder or respondent responsibility. For any exceptions noted, indicate below to whom it applies, initiating agency, and dates of action.

Providing false information may result in criminal prosecution or administrative sanctions.

Signature

Sworn to before me, a Notary Public in and for the County of _____, State of _____ this _____ day of _____, 20 ____.

Notary Public

My Commission expires _____

CERTIFICATION OF LPA

I hereby certify that I am _____ and duly authorized representative of _____ (LPA) and that neither I nor the above agency I here represent has:

- (a) employed or retained for the payment of a commission, percentage, brokerage, contingent fee, or other consideration, any person (other than a bona fide employee working solely for me or the LPA) to solicit or secure this Agreement,
- (b) agreed, as an express or implied condition for obtaining this Agreement, to employ or retain the services of any firm or person in connection with carrying out the agreement, or
- (c) paid, or agreed to pay, to any firm, organization of persons (other than a bona fide employee working solely for me or the LPA) any fee, contribution, donation, or consideration of any kind, for, or in connection with, procuring or carrying out the Agreement;

except as here expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Secretary of Transportation of the State of Kansas in connection with this Agreement and is subject to applicable State and Federal laws, both criminal and civil.

(Date)

Name: _____
Title: _____

Policy Regarding Sexual Harassment

WHEREAS, sexual harassment and retaliation for sexual harassment claims are unacceptable forms of discrimination that must not be tolerated in the workplace; and

WHEREAS, state and federal employment discrimination laws prohibit sexual harassment and retaliation in the workplace; and

WHEREAS, officers and employees of the State of Kansas are entitled to working conditions that are free from sexual harassment, discrimination, and retaliation; and

WHEREAS, the Governor and all officers and employees of the State of Kansas should seek to foster a culture that does not tolerate sexual harassment, retaliation, and unlawful discrimination.

NOW THEREFORE, pursuant to the authority vested in me as Governor of the State of Kansas, I hereby order as follows:

1. All Executive Branch department and agency heads shall have available, and shall regularly review and update at least every three years or more frequently as necessary, their sexual harassment, discrimination, and retaliation policies. Such policies shall include components for confidentiality and anonymous reporting, applicability to intern positions, and training policies.
2. All Executive Branch department and agency heads shall ensure that their employees, interns, and contractors have been notified of the state’s policy against sexual harassment, discrimination, or retaliation, and shall further ensure that such persons are aware of the procedures for submitting a complaint of sexual harassment, discrimination, or retaliation, including an anonymous complaint.
3. Executive Branch departments and agencies shall annually require training seminars regarding the policy against sexual harassment, discrimination, or retaliation. All employees shall complete their initial training session pursuant to this order by the end of the current fiscal year.
4. Within ninety (90) days of this order, all Executive Branch employees, interns, and contractors under the jurisdiction of the Office of the Governor shall be provided a written copy of the policy against sexual harassment, discrimination, and retaliation, and they shall execute a document agreeing and acknowledging that they are aware of and will comply with the policy against sexual harassment, discrimination, and retaliation.
5. Matters involving any elected official, department or agency head, or any appointee of the Governor may be investigated by independent legal counsel.
6. The Office of the Governor will require annual mandatory training seminars for all staff, employees, and interns in the office regarding the policy against sexual harassment, discrimination, and retaliation, and shall maintain a record of attendance.
7. Allegations of sexual harassment, discrimination, or retaliation within the Office of the Governor will be investigated promptly, and violations of law or policy shall constitute grounds for disciplinary action, including dismissal.
8. This Order is intended to supplement existing laws and regulations concerning sexual harassment and discrimination, and shall not be interpreted to in any way diminish such laws and regulations. The Order provides conduct requirements for covered persons, and is not intended to create any new right or benefit enforceable against the State of Kansas.
9. Persons seeking to report violations of this Order, or guidance regarding the application or interpretation of this Order, may contact the Office of the Governor regarding such matters.

Agreement to Comply with the Policy Against Sexual Harassment, Discrimination, and Retaliation.

I hereby acknowledge that I have read the above State of Kansas Policy Against Sexual Harassment, Discrimination, and Retaliation established by Executive Order 18-04 and agree to comply with the provisions of this policy.

Contractor Name (Type or Print)

By: _____
Signature

Printed Name

Title

Date

KANSAS DEPARTMENT OF TRANSPORTATION

SPECIAL ATTACHMENT

CERTIFICATE OF COMPLIANCE WITH K.S.A. 46-239(c)

Kansas law (K.S.A. 46-239(c)) requires the Kansas Department of Transportation to report all contracts entered into with any legislator, or any member of a firm of which a legislator is a member, under which the legislator or member of the firm is to perform services for this agency for compensation. The following certification must be filled in by the signator of this contract:

_____ Yes, this contract is with a legislator or a firm in which a legislator is a member.

Legislator name _____

Business phone _____

Address (Street, City, State, Zip Code)

Purpose of Employment: _____

Method of determining compensation: _____

or

_____ No, this contract is not being entered into with a legislator or a firm in which a legislator is a member.

The signer understands that this certification is factual and reliable and is part of this transaction.

By: _____

Date: _____

Contract/
Project No: _____
(if applicable)

County: _____
(if applicable)

State of Kansas
 Department of Administration DA-146a
 (Rev. 07-19)

CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 07-19), which is attached hereto, are hereby incorporated in this contract and made a part thereof.

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the _____ day of _____, 20____.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least thirty (30) days prior to the end of its current fiscal year and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to ninety (90) days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101, *et seq.*).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001, *et seq.*) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111, *et seq.*) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101, *et seq.*) (ADA), and Kansas Executive Order No. 19-02, and to not discriminate against any person because of race, color, gender, sexual orientation, gender identity or expression, religion, national origin, ancestry, age, military or veteran status, disability status, marital or family status, genetic information, or political affiliation that is unrelated to the person's ability to reasonably perform the duties of a particular job or position; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to

comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) Contractor agrees to comply with all applicable state and federal anti-discrimination laws and regulations; (g) Contractor agrees all hiring must be on the basis of individual merit and qualifications, and discrimination or harassment of persons for the reasons stated above is prohibited; and (h) if it is determined that the contractor has violated the provisions of any portion of this paragraph, such violation shall constitute a breach of contract and the contract may be canceled, terminated, or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

6. **Acceptance of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority to Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility for Taxes:** The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101, *et seq.*), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.
11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101, *et seq.*
12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."
13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.

KANSAS DEPARTMENT OF TRANSPORTATION CIVIL RIGHTS ATTACHMENT

PREAMBLE

The Secretary of Transportation for the State of Kansas, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. § 2000d to 2000d-4) and other nondiscrimination requirements and the Regulations, hereby notifies all contracting parties that it will affirmatively ensure that this contract will be implemented without discrimination on the grounds of race, color, national origin, sex, age, disability, income-level or Limited English Proficiency (“LEP”).

CLARIFICATION

Where the term “contractor” appears in the following “Nondiscrimination Clauses”, the term “contractor” is understood to include all parties to contracts or agreements with the Secretary of Transportation, Kansas Department of Transportation. This Attachment shall govern should this Attachment conflict with provisions of the Document to which it is attached.

ASSURANCE APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the “contractor”), agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in its Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration (FHWA), the Federal Transit Administration (“FTA”) or the Federal Aviation Administration (“FAA”) as they may be amended from time to time which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontractors, Including Procurements of Material and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor will be notified by the contractor of the contractor’s obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA, Federal Transit Administration (“FTA”), or Federal Aviation Administration (“FAA”) to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or, the FHWA, FTA, or FAA as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor’s noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA, FTA, or FAA may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of the paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any

subcontract or procurement as the Recipient or the FHWA, FTA, or FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

ASSURANCE APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- The Federal Aid Highway Act of 1973 (23 U.S.C. § 324 et. seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et. seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et. seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL No. 100-259), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with LEP, and resulting agency guidance, national origin discrimination includes discrimination because of LEP. To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681)

WORK ESTIMATE FORM**Cost plus Net Fee****Work Scope Defined by Project Plans**Date 1/10/2024

Consultant's Name City of Haysville Project No. 87 N-0753-01
Mailing Address 401 S. Jane P.O. Box 404 County/City Haysville
Haysville, KS 67060 Working Days 50
Work Estimate No. _____ CMS Contract No. _____
Project Location E side of S Seneca St from N end of the M.S. Mitchell Floodway bridge to W 63rd St South thence E to S Mable St

Name of Project Eng'r/Manager Tony Martinez Phone Number 316-529-5940Name of Chief Inspector John Simons Phone Number 316-529-5940

1. Pre-construction preparation	Eng'r(s) &/or Mang.	<u>10</u> @	<u>\$43.81</u> =	<u>\$438.10</u>
	Tech'n(s)	_____ @	<u>\$28.41</u> =	<u>\$0.00</u>
	Others(s)	_____ @	<u>\$35.31</u> =	<u>\$0.00</u>
	Clerical	_____ @	_____ =	<u>\$0.00</u>
Subtotal				<u>\$438.10</u>
2. Field Inspection daily contract documents	Eng'r(s) &/or Mang.	<u>100</u> @	<u>\$43.81</u> =	<u>\$4,381.00</u>
	Tech'n(s)	<u>450</u> @	<u>\$28.41</u> =	<u>\$12,784.50</u>
	Others(s)	<u>225</u> @	<u>\$35.31</u> =	<u>\$7,944.75</u>
	Clerical	_____ @	<u>\$0.00</u> =	<u>\$0.00</u>
Subtotal				<u>\$25,110.25</u>
3. On-site Testing	Eng'r(s) &/or Mang.	_____ @	<u>\$43.81</u> =	<u>\$0.00</u>
	Tech'n(s)	_____ @	<u>\$28.41</u> =	<u>\$0.00</u>
	Others(s)	_____ @	<u>\$35.31</u> =	<u>\$0.00</u>
	Clerical	_____ @	<u>\$0.00</u> =	<u>\$0.00</u>
Subtotal				<u>\$0.00</u>
4. Surveying	Eng'r(s) &/or Mang.	_____ @	<u>\$43.81</u> =	<u>\$0.00</u>
	Tech'n(s)	_____ @	<u>\$28.41</u> =	<u>\$0.00</u>
	Others(s)	_____ @	<u>\$35.31</u> =	<u>\$0.00</u>
	Clerical	_____ @	<u>\$0.00</u> =	<u>\$0.00</u>
Subtotal				<u>\$0.00</u>
5. Final Paper Preparation	Eng'r(s) &/or Mang.	<u>2.5</u> @	<u>\$43.81</u> =	<u>\$109.53</u>
	Tech'n(s)	_____ @	<u>\$28.41</u> =	<u>\$0.00</u>
	Others(s)	_____ @	<u>\$35.31</u> =	<u>\$0.00</u>
Subtotal				<u>\$109.53</u>
Total Direct Payroll Costs				<u>\$25,657.88</u>

Summary Total Direct Payroll Costs

	Hours	Rate	Extension
Eng'r(s) &/or Mang.	<u>112.5 @</u>	<u>\$43.81 =</u>	\$4,928.63
Tech'n(s)	<u>450 @</u>	<u>\$28.41 =</u>	\$12,784.50
Others(s)	<u>225 @</u>	<u>\$35.31 =</u>	\$7,944.75
Clerical	<u>0 @</u>	<u>\$0.00 =</u>	\$0.00
Total Direct Payroll Costs			\$25,657.88
B. Salary Related Overhead	<u>N/A</u>	<u>%</u>	\$0.00
C. Total Payroll plus Overhead			\$25,657.88
D. Net Fee			\$0.00
E. Direct Expenses (Travel, Postage, Misc.)			
Per Diem & Subsistence	<u>Days</u>	<u>@ _____ =</u>	\$0.00
Mileage	<u>miles</u>	<u>\$0.00/mile</u>	
Auto	<u>_____ @</u>	<u>_____</u>	\$0.00
Pickup	<u>_____ @</u>	<u>_____</u>	\$0.00
Postage	<u>_____ @</u>	<u>_____</u>	\$0.00
Testing Laboratory or Consulting Firm to Assist			
PEC Material Lab (see attached breakdown)	<u>1 @</u>	<u>\$36,562.59</u>	\$36,562.59
Equipment Rental	<u>_____ @</u>	<u>_____</u>	\$0.00
Total Other Direct Expenses			<u>\$36,562.59</u>
TOTAL COST PLUS NET FEE ESTIMATE			<u>\$62,220.47</u>

Consultant Representative  _____ Date 2/15/2024

LPA Authorized Representative  _____ Date 2/15/2024

Approving KDOT Representative _____ Date _____



CITY OF HAYSVILLE, KANSAS

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: March 11, 2024

Re: Consideration of Agreement with PEC for Inspection Services

We have requested an agreement with PEC for testing services for the 63rd and Seneca Sidewalk Project. The City will be reimbursed 80% of costs by KDOT after approval.

PEC \$36,562.59

We are requesting authorization to approve the agreement with PEC to perform testing services for \$36,562.59.

Thank you,

A handwritten signature in blue ink, appearing to read 'T Martinez', is written over a horizontal line.

Tony Martinez
City of Haysville
Director of Public Works



February 7, 2024

Will Black
City of Haysville
200 W Grand, Box 404
Haysville, KS 67060

Reference: AGREEMENT for Haysville 63rd & Seneca N-0753
Haysville, Kansas
PEC Project No. 217002-008

Dear Mr. Black:

Professional Engineering Consultants, P.A. (“PEC”) is pleased to provide professional services to The City of Haysville (“Client”) in connection with the referenced Project, and in accordance with this letter agreement (“Agreement”). The services to be performed by PEC (“the Services”) are described in Exhibit A – Services, Schedule, and Payment (attached and incorporated by reference) and are subject to the following terms and conditions.

Performance. PEC will perform the Services with the level of care and skill ordinarily exercised by other consultants of the same profession under similar circumstances, at the same time, and in the same locality. PEC agrees to perform the Services in as timely a manner as is consistent with the professional standard of care and to comply with applicable laws, regulations, codes and standards that relate to the Services and that are in effect as of the date when the Services are provided.

Client Responsibilities. To enable PEC to perform the Services, Client shall, at its sole expense: (1) provide all information and documentation regarding Client requirements, the existing site, and planned improvements necessary for the orderly progress of the Services; (2) designate a person to act as Client representative with authority to transmit instructions, receive instructions and information, and interpret and define Client requirements and requests regarding the Services; (3) provide access to, and make all provisions for PEC to enter the project site as required to perform the Services, including those provisions required to perform subsurface investigations such as, but not limited to, clearing of trees and vegetation, removal of fences or other obstructions, and leveling the site; (4) site restoration and repair, as needed following field investigations; (5) establish and periodically update a project budget, which shall include a contingency to cover additional services as may be required by changes in the design or Services; and (6) timely respond to requests for information and timely review and approve all design deliverables. PEC shall be entitled to rely on all information and services provided by Client. Client recognizes field investigations may damage existing property. PEC will take reasonable precautions to minimize property damage whenever field investigations are included in the Services.

Payment. Invoices will be submitted periodically and are due and payable net 30 days from invoice date. Unpaid balances past due shall be subject to an interest charge at the rate of 1.5 % per month from the date of the invoice, and any related attorneys’ fees and collection costs. PEC reserves the right to suspend the Services and withhold deliverables if the Client fails to make payment when due. In such an event, PEC shall have no liability for any delay or damage resulting from such suspension.

Work Product. PEC is the author and owner of all reports, drawings, specifications, test data, techniques, photographs, letters, notes, and all other work product, including in electronic form, created by PEC in connection with the Project (the “Work Product”). PEC retains all common law, statutory, and other reserved rights in the Work Product, including copyrights. The Work Product may not be reproduced or used by the Client or anyone claiming by, through or under the Client, for any purpose other than the purpose for which it was prepared, including, but not limited to, use on other projects or future modifications to the Project, without the prior written consent of PEC. Any unauthorized use of the Work Product shall be at the user’s sole risk and Client shall indemnify PEC for any liability or legal exposure arising from such unauthorized use. To the extent PEC terminates this Agreement due to non-payment by Client shall not be entitled to use the Work Product for any purpose without the prior written consent of PEC.

Unless otherwise agreed by Client and PEC, Client may rely upon Work Product only in paper copy (“hard copy”) or unalterable digital files, with either wet or digital signature meeting the requirements of the governing licensing authority having jurisdiction over the Project. In all instances, the original hard copy of the Work Product takes precedence over electronic files. All electronic files furnished by PEC are furnished only for convenience, not reliance by Client, and any reliance on such electronic files will be at the Client sole risk.

Insurance. PEC and Client agree to each maintain statutory Worker’s Compensation, Employer’s Liability Insurance, General Liability Insurance, and Automobile Insurance coverage for the duration of this Agreement. Additionally, PEC will maintain Professional Liability Insurance for PEC’s negligent acts, errors, or omissions in providing Services pursuant to this Agreement.

Supplemental Agreements. Changes in the Services may be accomplished after execution of this Agreement only by a written Supplemental Agreement signed by PEC and Client. For any change that increases PEC’s cost of, or time required for performance of any part of the Services, PEC’s compensation and time for performance will be equitably increased.

Differing, Concealed, or Unknown Conditions. If PEC encounters conditions at the Project site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the information provided to PEC or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities provided for in this Agreement, PEC will, if practicable, promptly notify Client before conditions are disturbed. Subsurface condition identification is limited to only those points where samples are taken. The nature and extent of subsurface condition variations across the site may not become evident until construction. PEC assumes no liability for site variations differing from those sampled or changed conditions discovered during construction. If the differing, concealed, or unknown conditions cause an increase in PEC’s cost of, or time required for performance of any part of the Services, PEC’s compensation and time for performance will be equitably increased.

Additionally, Client (1) waives all claims against PEC and (2) agrees to indemnify and hold harmless PEC as well as its respective officers, directors and employees, from and against liability for claims, losses, damages, and expenses, including reasonable attorneys’ fees from all third-party claims resulting from differing, concealed, or unknown conditions.

Fast-Track, Phased or Accelerated Schedule. Accelerated, phased or fast-track scheduling increases the risk of incurring unanticipated costs and expenses including costs for PEC to coordinate and redesign portions of the Project affected by the procuring or installing elements of the Project prior to the completion of all relevant construction documents, and costs for the contractor to remove and replace previously installed work. If Client selects accelerated, phased or fast-track scheduling, Client agrees to include a contingency in the Project budget sufficient to cover such costs.

Force Majeure. PEC will not be liable to Client for delays in performing the Services or for any costs or damages that may result from: labor strikes; riots; war; acts of terrorism; acts or omissions of governmental authorities, the Project Client or third parties; extraordinary weather conditions or other natural catastrophes; acts of God; unanticipated site conditions; or other acts or circumstances beyond the control of PEC. In the event performance of the Services is delayed by circumstances beyond PEC's control, PEC's compensation and time for performance will be equitably increased.

Construction Means; Safety. PEC shall have no control over and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for construction safety precautions and programs. PEC shall not be responsible for the acts or omissions of any contractor, subcontractor or any other person performing any work (other than the Services), or for the failure of any of them to carry out their work in accordance with all applicable laws, regulations, codes and standards, or the construction documents.

Cost Estimates. Upon request, PEC may furnish estimates of probable cost, but cannot and does not guarantee the accuracy of such estimates. All estimates, including estimates of construction costs, financial evaluations, feasibility studies, and economic analyses of alternate solutions, will be made on the basis of PEC's experience and qualifications and will represent PEC's judgment as a design professional familiar with the construction industry. However, PEC has no control over (1) the cost of labor, material or equipment furnished by others, (2) market conditions, (3) contractors' methods of determining prices or performing work, or (4) competitive bidding practices. Accordingly, PEC will have no liability for bids or actual costs that differ from PEC's estimates.

Termination. Both the Client and PEC have the right to terminate this Agreement for convenience upon fifteen calendar days' written notice to the other party. In the event the Client terminates this Agreement without cause, PEC shall be entitled to payment for all Services performed and expenses incurred up to the time of such termination, plus fees for any required transition services, and reimbursement of all costs incurred which are directly attributable to such termination.

Environmental Hazards. Client acknowledges that the Services do not include the detection, investigation, evaluation, or abatement of environmental conditions that PEC may encounter, such as mold, lead, asbestos, PCBs, hazardous substances (as defined by Federal, State or local laws or regulations), contaminants, or toxic materials that may be present at the Project site. Client agrees to defend, indemnify, and hold PEC harmless from any claims relating to the actual or alleged existence or discharge of such materials through no fault of PEC. PEC may suspend the Services, without liability for any damages, if it has reason to believe that its employees may be exposed to hazardous materials.

Betterment. PEC will not be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the Project.

Dispute Resolution. The Client and PEC will endeavor to resolve claims, disputes and other matters in issue arising out of this Agreement, the Project or the Services through a meet and confer session. The meeting will be attended by senior representatives of Client and PEC who have full authority to

resolve the claim. The meeting will take place within thirty (30) days after a request by either party, unless the parties mutually agree otherwise. Prior to the meeting, the parties will exchange relevant information that will assist in resolving the claim.

If the parties resolve the claim, they will prepare appropriate documentation memorializing the resolution.

If the parties are unable to resolve the claim, PEC and Client agree to submit the claim to mediation prior to the initiation of any binding dispute resolution proceedings (except for PEC claims for nonpayment). The mediation will be held in Wichita, Kansas, and the parties will share the mediator's fees and expenses equally.

Jurisdiction; Venue; Governing Law. To the fullest extent permitted by law, PEC and Client stipulate that the Eighteenth Judicial District, District Court, Sedgwick County, Kansas is the court of exclusive jurisdiction and venue to determine any dispute arising out of or relating to this Agreement, the Project or the Services. PEC and Client further agree that this Agreement shall be construed, interpreted and governed in accordance with the laws of the State of Kansas without regard to its conflict of laws principles.

Indemnity. To the fullest extent permitted by law, Client and PEC each agree to indemnify and hold harmless the other, as well as their respective officers, directors and employees, from and against liability for claims, losses, damages, and expenses, including reasonable attorneys' fees, provided such claim, loss, damage, or expense is attributable to bodily injury, sickness, disease, death, or property damage, but only to the extent caused by the negligent acts or omissions of the indemnifying party, or anyone for whose acts they may be liable.

Agreed Remedy. To the fullest extent permitted by law, the total liability, in the aggregate, of PEC and PEC's officers, directors, employees, agents, and consultants to Client and anyone claiming by, through or under Client, for any and all injuries, claims, losses, expenses, or damages, including, without limitation, attorneys' fees, arising out of or in any way related to this Agreement, the Services, or the Project, from any cause and under any theory of liability, shall not exceed PEC's total fee under this Agreement. In no event will PEC be liable for any indirect, incidental, special or consequential damages, including, without limitation, loss of use or lost profits, incurred by Client or anyone claiming by, through or under Client.

Assignment. Client will not assign any rights, duties, or interests accruing from this Agreement without the prior written consent of PEC. This Agreement will be binding upon the Client, its successors and assigns.

No Third-Party Beneficiaries. This Agreement is solely for the benefit of PEC and Client. Nothing herein is intended in any way to benefit any third party or otherwise create any duty or obligation on behalf of PEC or Client in favor of such third parties. Further, PEC assumes no obligations or duties other than the obligations to Client specifically set forth in this Agreement. PEC shall not be responsible for Client obligations under any separate agreement with any third-party.

Entire Agreement. This Agreement represents the entire and integrated agreement between PEC and Client and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may only be amended by a writing signed by PEC and Client.

Will Black
City of Haysville
Haysville 63rd & Seneca N-0753
February 7, 2024
Page 5

Severability. If any provisions of this Agreement is determined to be unenforceable, in whole or in part, the remainder shall not be affected thereby and each remaining provision or portion thereof shall continue to be valid and effective and shall be enforceable to the fullest extent permitted by law.

Thank you for engaging PEC; we look forward to working with you. If this Agreement is acceptable, please sign below and return an executed copy to me. Once received, a copy of the Agreement will be executed and returned.

LAR:jab

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

By: , Signatory

Printed Name: Luke A. Rogers

Title: Project Manager

Date: February 7, 2024

ACCEPTED:

THE CITY OF HAYSVILLE

By: _____

Printed Name: _____

Title: _____

Date: _____

EXHIBIT A

A. **Project Description:**

The Haysville 63rd & Seneca N-0753 (Project) shall consist of the construction of a Multi-Use Path along Seneca and 63rd Street in Haysville, KS.

B. **Anticipated Project Schedule:**

1. Construction commencement is unknown at this time.

C. **Project Deliverables:**

1. The Project Deliverables shall consist of providing field reports outlining results of services rendered within 5 business days from date of service.

D. **Scope of Services:**

1. General Scope Items for Material Testing Services:
 - a) Field and laboratory testing of Portland cement concrete
 - b) Field and laboratory testing of soils and aggregates

E. **Additional Responsibilities of Client:**

The **Client** agrees to provide the following pursuant to PEC accomplishing the Scope of Services outlined herein.

1. 24-hour notice of anticipated services needed
2. Electronic copies of construction plans
3. Electronic copies of construction specifications
4. Electronic copies of the Geotechnical Report (if not conducted by PEC)
5. Information related to known and/or potential hazardous subsurface conditions and/or history of site contamination
6. Provide right of entry for PEC's personnel in performing site visits, field surveys and inspections
7. Pay PEC for authorized additional work associated with services not included in Exhibit 'A', or overages of the quantities outlined in Exhibit 'A'

Client accepts that services provided by PEC are on an on-call, as-needed basis. Continuous observation, testing, and inspection is not part of this agreement. **Client** acknowledges that the test results provided are relative to the date and time in which the test was conducted and to the relative location described in the report.

F. **Exclusions:**

The following shall be specifically excluded from the Scope of Services to be provided by PEC.

1. Any material testing services not specifically referenced above.

G. **PEC's Fees & Reimbursable Expenses:**

1. PEC's Estimated Fee for its Scope of Services will be **on an hourly basis, plus Reimbursable Expenses.**

Discipline	Subtotal
Materials Testing	\$36,562.59
Totals	\$36,562.59

2. The fees presented above are estimates. Actual cost of services will be billed on a time and material basis for services rendered.
3. Taxes are not included in PEC's Fees. **Client** shall reimburse PEC for any sales, use, and value added taxes which apply to these services.

******Please fill out the Project Information Sheet attached to the end of this document******

PROJECT INFORMATION SHEET

Project Name: _____

Project Location (address): _____

CLIENT INFORMATION

Client Name: _____

Client Address: _____

Project Manager Name: _____ Phone Number: _____

Onsite Job Superintendent: _____ Phone Number: _____

BILLING INFORMATION

Attention on Invoice: _____

Email Address for Invoice: _____

REPORT DISTRIBUTION

List all persons to receive reports:

Name: _____ Email: _____

SUBCONTRACTOR INFORMATION

Earthwork: _____ Contact: _____

Foundations/Concrete: _____ Contact: _____

Masonry: _____ Contact: _____

Steel Erector: _____ Contact: _____



CITY OF HAYSVILLE, KANSAS

RECREATION DEPARTMENT - 523 SARAH LANE
HAYSVILLE, KANSAS 67060 - (316) 529-5922 (316) 529-5923 - FAX

AGREEMENT

This Agreement is made and entered into as of this _____ day of 02/07/20, 2024 by and between the **City of Haysville, Kansas (City)**, and the **Haysville Swim Club (HVSC)**.

WHEREAS, The **City** owns and operates a Swimming Pool Facility commonly known as Dewey Gunzelman Memorial Swimming Pool, located at 525 Sarah Lane, Haysville, KS; and

WHEREAS, The Dewey Gunzelman Memorial Swimming Pool Facility consists of an Olympic size lap pool, an intermediate pool, a baby pool, two (2) diving boards, a ninety (90) foot waterslide, a double tube slide and a splash pad;

WHEREAS, **HVSC** desires to obtain the right to use the Olympic size lap pool, intermediate pool and diving boards for swim practices and three (3) home league swim meets and the **City** is willing to permit the same upon the terms and conditions provided for herein.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the **City** and **HVSC** agree as follows:

- I. **City** agrees and does hereby allow **HVSC** use of the Olympic size lap pool, intermediate pool and diving boards and necessary appurtenances for said swim practices, commencing on **May 30, 2024** and continuing through **July 16, 2024**, as follows: Monday, Tuesday, Thursday and Friday mornings from 7:15-9:15 am; No practices will be held on Wednesday mornings; Monday and Thursday evenings from 8:15-9:45 pm. No pm practices will be held on **July 3 or 4, 2024**. Vacuums will not be removed from the diving well during morning practice time.
- II. A copy of the coaches' certification from USA swimming must be turned in, and a certified lifeguard must be present at each practice; all coaches' and lifeguard certificates must be turned into the Recreation Director prior to the first practice.

The terms hereof shall apply to the practice and meet dates and facilities specified within this Agreement only. Any additional practice or meet times must be negotiated separately with the Recreation Director.

- III. **City** agrees and does hereby allow **HVSC** use of the Olympic size lap pool, intermediate pool and diving boards and necessary appurtenances for home league meets on **June 11, 25 and July 9, 2024**. As much as scheduling will allow, HVSC will try not to schedule meets two weeks in a row or the week of 4th of July to not interrupt swim lessons as much as

possible. **City** agrees to close the pool to the public at 4:00 pm on said dates to allow **HVSC** to prepare for and conduct said meets.

- IV. **City** also agrees and does hereby allow **HVSC** use of the Olympic size lap pool, intermediate pool and diving boards and necessary appurtenances for swim team meets. **City** agrees to close the pool to the public on said dates to allow **HVSC** to prepare for and conduct said swim meet.
- V. **HVSC** agrees to pay one-hundred dollars (\$100.00) per day for use of the Dewey Gunzelman Memorial Swimming Pool for regular season meets. Said total accumulated fee is payable to the **City** at the conclusion of the **HVSC** season, but no later than **September 3, 2024**. A late fee of \$5/day will incur after this date.
- VI. **HVSC** will operate the concession stand during the swim team meets if they want to have concessions open. Requests for food trucks, vendors, signage, electrical, bleachers, parking, Wi-Fi etc... will need to go through the Recreation Director at least two weeks prior to a meet date. Any applicable permits will have to be filled out at City hall.
- VII. Should **HVSC** opt to operate the concessions at the Dewey Gunzelman Facility during the swim meets, **HVSC** shall be responsible for cleaning the concession area at the conclusion of the event. Additionally, **HVSC** may place a grill outside the fence for use associated with concession operation. A vehicle may be used to unload/load the grill but may not be parked on the grass during the meet.
- VIII. Only two sets of keys will be checked out to the **HVSC**; they will be responsible for the unlocking/locking of the door for practices and after meets. If those keys are lost or not returned by **September 3, 2024**, **HVSC** will be responsible for the costs associated to replace/rekey locks and reprint keys.
- IX. **HVSC** shall be responsible for hiring and paying lifeguards for swim meets. One lifeguard must be on stand, and one lifeguard on the deck, starting at 5pm thru the conclusion of the meet. **HVSC** is responsible for recruiting and scheduling the guards, lifeguards must be employees of the **City** of Haysville and will be paid \$10/hour.
- X. **City** agrees to allow **HVSC** to rent the pool for a season-end swim party if **HVSC** so desires; **HVSC** will need to fill out a Pool Rental Application requesting their pool party date/pay fees and return the form to the HAC no later than **April 23, 2024** **City** does not guarantee approval of swim party requested date. **HVSC** agrees to follow all rental rules and to pay pool rental fees and applicable deposits.
- XI. The following general provisions shall be followed by the parties regarding the care and maintenance of the **City's** swimming pool facilities pursuant to this Agreement.
 - A. **HVSC** is responsible for picking up the trash in and around the pool facility and parking lot and for emptying all trash cans into trash dumpster.
 - B. **City** will provide regular trash service and receptacles for home league meets.

- C. **HVSC** shall put out and take down lane ropes before and after each practice and swim meet.
 - D. **City** will make sure bathrooms are cleaned and restocked prior to any **HVSC** meet as described above.
 - E. **HVSC** shall reimburse **City** for any costs associated with damage to the pool and/or facility that exceed normal or routine maintenance requirements.
 - F. Overflow parking and RV's will be allowed in the field directly north of Sarah Lane. RV's will not be allowed to park in the Pool/HAC parking lot. Parking will not be allowed in the grassy areas directly around the pool.
 - G. **HVSC** shall provide adequate personnel to supervise all activities, as set forth herein.
- XII.** **HVSC** agrees to such other requirements as may be deemed appropriate by the City to promote the best usage of facilities including:
- A. **HVSC** shall make available a copy of their current by-laws.
 - B. **HVSC** shall provide the **City** with proof of insurance, \$500,000 minimum. City of Haysville should be named as an Additional Insured on the SUBCONTRACTORS insurance policy using ISO Additional Insured Endorsements, or an endorsement providing equivalent coverage to an additional insured's. The coverage for the additional insureds should provide Primary, Non Contributory coverage.
 - C. All Documentation requested by this Agreement shall be submitted either in person or by certified mail to: Recreation Director, Haysville Recreation Department, 523 Sarah Lane, Haysville, Kansas, 67060.
- XIII.** **HVSC** and its individual officers and members, hereby agree to defend, indemnify and hold harmless **City** for any damage to City property by any person or persons participating in or attending the Club sanctioned activities and to pay any costs of defense associated with claims brought against **City** arising from, or related to, this Agreement and/or the activities covered hereunder, including reasonable attorney's fees.
- XIV.** **HVSC** and its individual officers and members, hereby agree to relieve and discharge and release **City**, its agents and employees from all responsibility for any injury, damage or loss to the property or person of any person participating in or attending the Club sanctioned activities and to indemnify and hold harmless the **City**, its agents and employees from any claim, lawsuits, etc. arising out of Club's use of the pool.
- XV.** This agreement may be canceled and/or terminated at any time by mutual agreement or by either party upon giving thirty (30) days prior written notice of the cancellation to the other party.

- XVI.** This agreement may be modified, changed or amended only as may be mutually agreed in writing between **City** and **HVSC**. It is understood that this agreement supersedes and cancels any and all prior existing arrangement(s) between the parties hereto and their predecessors concerning the uses provided for herein.
- XVII.** If any covenant, condition or provision herein contained is held to be invalid by any court of competent jurisdiction, the invalidity of any such covenant, condition or provision shall in no way affect any other covenant, condition or provision herein contained; provided, however, that the invalidity of any such convent, condition, or provision does not materially prejudice either **HVSC** or **City** in the respective rights and obligations contained in the valid covenants, conditions, or provisions in this agreement.
- XVIII.** It is understood and agreed that **HVSC** shall not sell, sign or transfer any of its rights or privileges granted hereunder without the prior written consent of **City**.
- XIX.** The provisions herein shall insure to the benefit and be binding on parties hereto.

This agreement is hereby executed as of the date first above written.

CITY OF HAYSVILLE, KANSAS

HAYSVILLE SWIM CLUB

Russ Kessler, Mayor

Becky Stanfield

Becky Stanfield (Feb 7, 2024 17:35 CST)

President

ATTEST:

SEAL

Angie Millspaugh, City Clerk

Haysville Swimming Pool

Pool Season May 25 - August 11 (Open daily from 1:00 - 6:30 pm)

SPLASH PAD OPEN: May 1 - Sept 30
9:00 am - 10:00 pm

<u>Swim Lessons</u> \$35/Student	Session 1 June 3 - 14 (No pm class June 11)	Session 2 June 17 - 28 (No pm class June 25)	Session 3 July 1 - 12 (No pm class July 4/9)	Session 4 July 22 - Aug 2
Levels 1-6 Ages 5 & Older	10:45-11:30 am 11:45-12:30 pm 7:10-7:55 pm	10:45-11:30 am 11:45-12:30 pm 7:10-7:55 pm	10:45-11:30 am 11:45-12:30 pm 7:10-7:55 pm	10:45-11:30 am 11:45-12:30 pm 7:10-7:55 pm
Level 1 only	6:30-7:00 pm	6:30-7:00 pm	6:30-7:00 pm	6:30-7:00 pm
Tiny Tots Ages 3-5 Yrs Old	11:45-12:15 pm 6:30-7:00 pm 7:10-7:40 pm	11:45-12:15 pm 6:30-7:00 pm 7:10-7:40 pm	11:45-12:15 pm 6:30-7:00 pm 7:10-7:40 pm	11:45-12:15 pm 6:30-7:00 pm 7:10-7:40 pm
Water Babies Ages 6 Months +		6:30-7:00 pm	6:30-7:00 pm	6:30-7:00 pm
Guard Start Ages 5th Grade +	By Request	By Request	By Request	By Request

Pool Sales will begin at the HAC
(523 Sarah Lane) on April 8th.
Call 529-5922 for more details.

Middle School Pool Party:
May 17, July 12 & Aug 16
\$5/Student with ID

Family Nights
Everyday from 5:30 - 6:30 pm
\$1.00 for Everyone
(Must be with an Adult/Family Member >18)

SWIM LESSONS ARE MONDAY - THURSDAY UNLESS STATED OTHERWISE!
LESSON DEADLINE: THE SATURDAY BEFORE SESSION BEGINS - FEES DUE AT REGISTRATION!
PRIVATE LESSONS (Appointment Only):
Four - 30 Minute Sessions = \$120 for Experienced Guard or \$140 for Manager

Lap Swimming

\$1 Entry for
18 and Older
Lap Swim only!

Recreation Appreciation Night, HAC Youth Sports/Members and family FREE Swim!!! July 20!!! 6:30pm - 930pm.

Pool Rentals

\$200 (1.5 Hours) + Deposit (\$25)
Includes Blue Slide
(All fees due at Registration)

Additional Fees:

Intermediate Pool Add \$25
More than 50 People Add \$50
More than 100 People Add \$100
More than 200 People Add \$150

Admission Prices

Daily Fees

Age	Price
0-1	FREE
2-5	\$2.00
6-54	\$3.00
55+	\$1.00

Single Passes

\$65

Family Passes

\$100 2 family members
\$135 3 family members
\$170 4 family members
\$195 5 family members
\$220 6 family members

Ticket Books

20 Tickets \$55

Early Pool Closings

The pool will close at 4pm on the following dates for swim meets:
(There will be no pm swim lessons on these days)

*Tuesday, June 11
*Tuesday, June 25
*Thursday, July 4th 12-5pm
*Tuesday, July 9
*Tuesday, Aug 6 NNO

MEMORANDUM

TO: The Honorable Russ Kessler, Mayor
Haysville City Council Members

FROM: Angela Millspaugh, City Clerk/Treasurer

DATE: March 6, 2024

SUBJECT: Proposed Revisions to Personnel Manual 2024

Attached for your consideration are proposed revisions to the Personnel Manual. Revisions are shown in red; deletions are struck-through and additions are underlined. The following outline summarizes the changes (typographical, grammatical, formatting and lettering/numbering changes are not included).

Summary of Revisions

ARTICLE A. ADMINISTRATIVE POLICY

- SECTION I. EMPLOYEE INFORMATION
 - Y. PREGNANT WORKERS FAIRNESS ACT
 - Added section in conformance with Pregnant Workers Fairness Act
 - Z. BREASTFEEDING
 - Added section in conformance with PUMP Act
- SECTION III. VACATIONS AND LEAVES
 - E. PAID TIME OFF POLICY
 - Replaced “workdays” with “hours”
 - K. CIVIL LEAVE
 - Replaced “average hours worked” with “regularly scheduled hours”
 - O. HOLIDAYS
 - I. Legal Holidays
 - Amended section to clarify policy – employee must be in a pay status for entire day proceeding or following a holiday to receive the paid leave

ARTICLE B. COMPENSATION

- SECTION II. COMPENSATION
 - J. OVERTIME HOURS AND COMPENSATORY TIME OFF
 - Removed “compensatory time” as an exclusion from overtime calculation

JOB DESCRIPTIONS

- PUBLIC WORKS DEPARTMENT
 - Removed requirement for a high school diploma or GED from the Skilled Laborer position.

CITY OF HAYSVILLE

PERSONNEL MANUAL

Effective April ~~30, 2023~~ 15, 2024

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ARTICLE A

ADMINISTRATIVE POLICY

INTRODUCTION

CONGRATULATIONS! You are now a City of Haysville employee. The following information relates to your employment and you should read the information and be familiar with it. Any questions should be directed to your immediate supervisor.

POLICIES ESTABLISHED

The following policies, regulations and other administrative provisions for personnel administration are established to promote and increase efficiency and economy in city service.

THE CITY OF HAYSVILLE IS AN AT-WILL EMPLOYER. The information contained in this manual is not a contract of employment but a general guide for informational purposes only.

THE CITY OF HAYSVILLE IS AN EQUAL OPPORTUNITY EMPLOYER. We do not discriminate in employment on the basis of race, color, religion, sex, national origin, marital status, disability or age.

THE CITY RESERVES THE RIGHT TO MAKE CHANGES TO THE POLICY AT ITS DISCRETION WITHOUT PRIOR NOTICE.

Any reference to behavior that may result in termination is simply for informational purposes for better understanding by the employee. Employment may be terminated at any time regardless of any examples mentioned in the manual.

SECTION I - EMPLOYMENT INFORMATION

A. AUTHORITY FOR ADMINISTERING THE ADMINISTRATIVE POLICY:

1. The City Department Heads have the authority and responsibility for administering this policy in their respective departments.
2. The Assistant City Clerk is responsible for keeping all personnel records relating to payroll, fringe benefits and insurance.
3. The head of any department, (i.e., City Clerk, Public Works, Police, Administrative Services, and Recreation) may formulate in writing with approval of the Mayor, reasonable administrative regulations for the conduct of his/her respective department. Nothing in this section shall be construed as granting any department authority to adopt regulations in violation of, or in conflict with, regulations approved and adopted by the City Council.
4. The Haysville Governing Body makes policies of the City, and the Department Heads are charged with carrying out those policies.

B. EMPLOYEE INFORMATION:

1. An employee will be notified of an investigation on a complaint being conducted about said employee at the outset of such investigation, except in cases of criminal investigation.
2. Employees may review their personnel files at any reasonable time. Personnel files are the property of the City.
3. All employees shall be furnished a digital copy of this Administrative Policy upon employment or upon administrative change to the manual. A paper/printed manual is available upon request. Copies of the manual will be turned in by employees leaving the City's service through resignation, layoff, or dismissal.
4. After a preliminary offer of employment, job applicants shall successfully complete a physical examination, drug screen, and criminal background check prior to, and within 30 days of, beginning work for the City. Former full-time workers hired for regular positions within 30 days of their last date of employment with the City are not required to complete the physical examination, drug screen, or criminal background check. All part-time pool/recreation employees need only to successfully complete a drug screen and criminal background check. A criminal background check is not required for applicants 17 years of age and younger.

C. EMPLOYMENT CLASSIFICATIONS:

1. All employees are classified as one of the following:
 - a. FULL-TIME: Employees who work on a regular and continuing basis and who work forty (40) or more hours per work week for a period of twelve months. *Employees who work an average of at least 30 hours per week are not considered full-time but will be eligible for medical insurance in compliance with the Patient Protection and Affordable Care Act.
 - b. PART-TIME: Employees who work less than a full-time work week on a regular and continuing basis. Students 18 years of age and under working between academic terms shall be considered part-time employees regardless of the number of hours worked.
 - c. TEMPORARY/SEASONAL: Employees who work on a temporary or recurring basis for a specific purpose or program and whose employment is not intended or expected to exceed six (6) months in any calendar year. These employees are not eligible for any benefits except those required by law.

All part-time and full-time employees are considered provisional employees until they have completed the training period. Once the training period has been satisfactorily completed the employees are considered Regular Employees.

Members of the Governing Body are not employees of the City, and this Manual does not apply to them.

Volunteers are unpaid individuals performing services for or on behalf of the City and, though not employees of the City, may be dismissed from service for dangerous or unsafe acts or omissions, for failure to perform volunteer duties satisfactorily, or if their services are no longer needed. This Manual does not apply to volunteers.

Employees hired from temporary employment agencies for specific assignments are employees of the respective agency and not of the City.

2. In addition, employees are classified in one of two classifications for wage and hour purposes under state and federal law:
3. NON-EXEMPT EMPLOYEES: Non-exempt employees are eligible to receive overtime or compensatory time as required by the Fair Labor Standards Act (FLSA). Non-exempt employees are paid on an hourly basis. Overtime pay is 1.5 times the regular rate of pay.

4. EXEMPT EMPLOYEES: Exempt employees are exempt from the minimum wage and overtime provisions of the federal Fair Labor Standards Act (FLSA). Exempt employees are paid a salary and are not eligible to receive overtime compensation for hours worked in excess of 40 hours in a work week. All exempt employees shall be notified at the time of hire or change in status of their exempt classification.

D. OATH:

1. Employees of the City are required by statute (K.S.A. 54-106) to take an oath of office. The taking of such oath shall be a condition of employment, and an employee will not be paid until he/she has taken the oath.
2. Refusal to take the oath of office will eliminate the individual from eligibility for employment. The oath will be administered by the City Clerk or his/her agent and will be kept in the employee's personnel file.
3. Any time an employee changes positions, the employee will take an oath of office for the new position.

E. USE OF OFFICIAL BADGES, UNIFORMS OR CREDENTIALS:

No badge, uniform, or other official insignia, or credentials of authority issued to an employee, shall be used or worn by a person other than the employee. Such badge, uniform, insignia or credentials can be used for personal gain only with approval of the Governing Body at the request of the Department Head. Equipment purchased by the City shall remain the property of the City and shall not be worn off-duty except with prior approval by the appropriate Department Head. If an employee's ID card is lost or stolen, the employee shall immediately report the missing card to his/her Supervisor and Department Head. The employee will be charged a \$20 replacement fee for the missing card(s).

F. LUNCH PERIODS:

Each employee may receive a lunch period in accordance with Department policy.

G. BREAKS/REST PERIODS:

Breaks/rest periods are not mandatory, and if a Department Head chooses to establish formal breaks, they will be scheduled by the Department Head. Individual break/rest periods will not exceed 15 minutes and may be of lesser duration at the discretion of the Department Head.

H. ACCEPTANCE OF GIFTS:

City employees and appointed officers may accept gifts of token value (less than \$30.00) from Haysville residents if the gifts are given in the spirit of friendship and are not expected to influence

the official or employee in his/her service to the City. Gifts given to departments as a whole are encouraged in lieu of gifts to individuals. Gifts to individuals of greater than \$30.00 value shall be returned.

I. RETURN OF CITY PROPERTY:

An employee leaving the City's service through resignation, layoff or dismissal is responsible for returning all City property. City ID badge(s) and key(s) will be returned upon termination. All other City Property will be returned to the Department Head or the Department Head's representative within two (2) business days of termination. The value of all City property not returned will be billed to the employee leaving the City's service. If bill is not paid, legal action may be taken to make the City whole.

J. POLITICAL ACTIVITY:

1. Any employee intending to become a candidate for elective City office shall first take leave of absence without pay or resign.
2. Employees are not permitted to solicit, sell or handle political contributions in City elections. During on-duty hours, employees are not permitted to wear or display political badges, buttons or signs on their person or on City property.

K. OUTSIDE EMPLOYMENT:

1. An employee intending to accept outside employment must notify the Department Head before accepting such employment.
2. If, at any time, outside employment interferes with an employee's ability to perform his/her job effectively, or if such outside employment shall tend to create a conflict of interest for said employee, the employee shall terminate his/her outside employment.
3. Outside employment shall not be an acceptable reason for not responding in a timely manner in case of emergency or when the employee is on call.

L. MONITORING POLICY:

Employee use of internal and external communications systems, such as Internet, e-mail, voice mail, radios, land-line telephones, and cellular telephones, must be aware their use of such systems must be consistent with the City's policies regarding professional conduct, harassment, discrimination, and other work conduct. At no time may City resources be used to convey or communicate obscene, threatening, harassing, or abusive messages to others, either inside or outside the City.

1. Electronic mail and other communications: Electronic mail (e-mail) is produced, transmitted, and received on the City's own communications system. Employees, therefore, are prohibited from using e-mail for personal purposes, and all e-mail is considered property of the City. Accordingly, there is no right or expectation of privacy in anything created, sent, or received on any of the City's information or communications systems. All e-mails are considered to be City records; therefore, the City reserves the right to monitor, review, access, delete, and/or disclose all messages and documents transmitted over its e-mail systems.

Again, use of e-mail is restricted to City business: E-mail signatures should provide business-related information only – no personal messages are allowed. No harassing, indecent, profane, abusive, vulgar, intimidating, or otherwise offensive or inappropriate language or material may be sent on City e-mail, voice, computer, or other communications systems. Any employee who receives or encounters such material shall immediately report it to their supervisor or other management official. Reports involving any of these persons shall not be reported to that person; instead, make the report to another supervisor, management person, or department head.

2. Computer use: Employees should not consider as their own any files stored or maintained on City computers. They are City property. There is no right or expectation of privacy in such files, and they may be accessed, read, downloaded, or deleted in the City's regular course of business. Such events include, but are not limited to, detecting breaches of City policies, procedures, rules, regulations, or any law, and accessing needed files when an employee on whose computer the file is stored or maintained is absent. Accessing data or information on other employees' individual folders without Department Head authorization is prohibited.

Employees shall comply with all software licenses, copyrights, and laws governing intellectual property. Employees found to be in violation shall be subject to immediate discipline, up to and including termination.

Internet access is provided solely for the use of City employees for City business. All traffic on the City network may be monitored, recorded or disabled at the City's discretion.

Network passwords created by employees will be not less than eight alphanumeric characters and will contain upper and lower case letters, numbers, and special characters. Network passwords will be changed at least every twelve (12) months.

3. Personally Identifiable Information (PII): The City of Haysville may need to maintain personal information about an individual, including, but not limited to, social security

number, phone number, financial information, medical information, biometric records, or criminal history. Access to PII is granted on a per user basis, dependent on job duties. It is the responsibility of the individual user to maintain protection of data to which they have access.

Any device that is used to access or store PII must be protected using the features of the device, to prevent unauthorized access. Use of strong passwords, biometrics or other methods of locking the device is required, in addition, the device must be capable of self-locking if left idle for more than 15 minutes. The device's operating system and all apps must be kept up to date with all security updates. Some devices may need additional protections to be in compliance with State and Federal laws.

4. **Personal Device:** The City of Haysville grants its employees the privilege of using personal devices, including, but not limited to; smartphones, tablets, and laptops of their choosing at work for their convenience. The City of Haysville reserves the right to revoke this privilege if users do not abide by city policies and procedures. Limited exceptions to the policy may occur due to variation in devices and platforms.

The Systems Administrator will assist with connectivity and permission issues. Hardware and software issues are the responsibility of the devices owner. Software installed by the City of Haysville belongs to the City and must be removed if the device is no longer being used for work purposes.

Connection of a personal device to the city network may allow the City some access to the device, including viewing or altering information stored on the device. The employee's device may be remotely wiped if the device is lost, or IT detects a data or policy breach, a virus or similar threat to the security of the City's data and technology infrastructure.

While IT will take every reasonable precaution to prevent the employee's personal data from being lost in the event it must remotely wipe a device, it is the employee's responsibility to take additional precautions, such as backing up email, contacts, etc. Lost or stolen devices must be reported to the City within 24 hours. Employees are responsible for notifying their mobile carrier immediately upon loss of a device. The City reserves the right to disconnect devices or disable services without notification. The employee is personally liable for all costs associated with his or her device.

Employees may not, without City permission, lock or password-protect any document or electronic transmission on the City system; download software from the Internet; or install software or hardware on the City system.

All documents, graphics, correspondence, reports, and information of any kind stored on the City's equipment or filed on City property are considered the property of the City.

M. ATTENDANCE AND PUNCTUALITY:

To maintain a safe and productive work environment, the City expects employees to be reliable and to be punctual in reporting for scheduled work. Office hours and work hours may be different for different departments, and it is the responsibility of the employee to follow the schedule set out by each Department Head. Absenteeism and tardiness place a burden on other employees and on the City.

Poor attendance and excessive tardiness are disruptive. Either may lead to loss of pay increases since they are part of the evaluation process for step increases. Excessive absenteeism or tardiness can also result in disciplinary action up to and including termination.

The City reaffirms it is an at-will employer and employment may be terminated at the discretion of management or the employee without prior notice.

N. HONESTY, ETHICS AND COOPERATION:

Public service requires a high standard of honesty and personal ethics. Dishonest and unethical behavior will not be tolerated and may subject employees to disciplinary action up to and including termination.

For clarification purposes, and to serve as examples only, dishonest behavior includes but is not limited to: taking supplies purchased by the City for personal use; putting time on your time sheet that you did not work and had no appropriate leave to cover; using City equipment for personal benefit; taking money that does not belong to you and with no specific authorization to do so; taking any item that does not belong to you with no specific authorization to do so; or calling in sick when you are not or using sick leave for time off that is not covered by sick leave. Examples of unethical behavior would include, but are not limited to: making false accusations against someone; giving false or misleading information to another in order to cause that person to make inappropriate decisions on the job; deliberately not sharing information another needs to properly carry out their duties; not reporting harassment; not reporting information regarding theft or other inappropriate behavior; giving out confidential information to anyone not authorized to have that information; or not following department or City policy.

Employees are required to seek affirmative ways to cooperate and work with other employees, other public officials, and members of any organizations with whom the member or the City needs to have a good working relationship in order to deliver lawful, effective, efficient and safe services.

The City reaffirms it is an at-will employer and employment may be terminated at any time by either the employer or the employee without prior notice.

O. INSUBORDINATION:

Insubordination is broadly defined as an unwillingness to submit to authority either through an open refusal to obey an order or through a failure to carry one out. Examples of insubordination (or attempts to undermine managerial authority) include the following:

1. Actively challenging or criticizing a superior's orders;
2. Interfering with management;
3. Showing open disrespect toward a supervisor;
4. Showing open disrespect toward an appointed or elected official;
5. Making threats or using coercion or physical violence;
6. Using abusive language or making malicious or threatening statements; or
7. Ignoring instructions.

Insubordination of any kind will not be tolerated. Acts of insubordination may result in disciplinary action, up to and including termination.

P. APPEARANCE / DRESS CODE:

1. It is the City's policy that work attire should complement an environment that reflects an efficient, orderly, and professionally operated organization. This section is intended to define appropriate "business attire" during normal business operations.

Employees of the City are required to dress appropriately for the jobs they are performing. This policy shall apply when employees are engaging in official City business or are otherwise representing the City. All City employees are expected to maintain high personal and professional standards. One of the most noticeable expressions of these standards is dress and appearance. All employees are representatives of the City and therefore dress and appearance should:

2. Present a professional or identifiable appearance for external and internal customers as well as the public.
3. Promote a positive working environment.
4. Limit distractions caused by inappropriate dress.
5. Ensure and promote safety while at work.

6. Dress in a manner that is normally accepted in comparable operations.

Police Department sworn personnel should refer to the Haysville Police Department Rules and Procedures Book which outlines proper appearance and uniform wear.

Recreation Department Part Time/Seasonal Employees should refer to their policy manual which details the appropriate attire for the various positions.

7. Appropriate Attire:
 8. Neat and Well-Groomed — during working hours, employees should appear neat and professional at all times. Employees are expected to be suitably attired and well groomed, and ensure that their clothing is clean, ironed and not torn, ripped or stained.
 9. Professional Attire — Employees should use common sense and good judgment in determining what to wear to work. Generally, if the employee is doubtful about some clothing, it is not appropriate.
 10. Where uniforms are required, they must be worn during work hours. The uniforms should be neat and clean when the employee arrives for work.
 11. Job Specific — this dress code policy is a general guideline, but employees should take into consideration any job specific safety concerns or requirements. Employees who regularly lift machinery or heavy materials should not wear dangling clothing or jewelry that may get caught in machinery and should wear comfortable, slip-resistant, safety shoes at all times.
 12. Good personal hygiene is required.
 13. Attire and footwear must be appropriate for work setting, particularly if there is public contact.
 14. Department Heads have discretion to further expand on what is considered appropriate attire within their respective departments.
 15. Prohibited Attire: Some attire is unacceptable for work at any time. The following list provides some examples, although it is not a complete list:
 16. Any clothing that contains an offensive word, message or slogan or picture directed at race, sexual orientation, gender, age, religion, disability, or is otherwise considered to be offensive or harassing in some way.

17. Cut-offs or shorts
18. Gym wear or beachwear
19. Clothing that reveals the employee's under garments
20. Spandex, leggings or other form-fitting pants unless covered, at least to the mid-thigh, by a dress or appropriate-length shirt
21. Tank tops (without over shirt/sweater), tube tops, halter-tops, or shirts with spaghetti straps.
22. Off the shoulder tops
23. Lounge wear (i.e. pajama pants)
24. Sweatpants
25. Miniskirts
26. Any clothing that reveals the employee's stomach, full back, cleavage, or chest, or otherwise revealing attire.
27. If logos are on clothing, these logos should not promote contractors or vendors that may conduct business with the City.

The City recognizes the appropriateness and benefits of permitting casual business attire for certain events, functions, or occasions. As such, the Chief Administrative Officer, in his sole discretion, may from time to time authorize casual business attire for such events, functions, or occasions. The Chief Administrative Officer shall communicate such authorization in advance and in a manner, that enables the broadest degree of participation among employees. He/she may also provide separate guidelines or restrictions specific to each event, function, or occasion.

Exceptions to this policy require the prior approval of the Department Head and the Chief Administrative Officer. On those occasions, employees are still expected to present a neat appearance and are not permitted to wear items inconsistent with this policy.

28. Jewelry: Jewelry is acceptable, except where it constitutes a health or safety hazard, interferes with job duties and/or conflicts with the Tattoo and Body Piercing section below.

29. Tattoo and Body Piercing: Some tattoos and body piercing are unacceptable for work at any time. The following list provides some examples, although it is not a complete list:
 - a. No visible tattoos are allowed above the shoulders (excluding tattoos for natural looking cosmetic enhancements, such as eyebrows, lips, and eye liners).
30. Tattoos that contain offensive words, messages, slogans, or pictures, including but not limited to those displaying nudity, sexual acts, gender, race, religion, disability, or national origin, and/or may be perceived to be gang-related shall be covered and/or not visible while on duty.
31. Objects, articles, jewelry (including ear lobe expanders), or ornamentation of any kind shall not be inserted, attached to or through the skin if visible on the tongue, any part of the mouth, or cheek. A single (1) stud or ring may be displayed in one (1) nostril and/or one (1) eyebrow piercing, if it does not exceed ½ inch in size.
32. Any non-conforming piercing insert shall be removed, covered, or replaced with a clear insert.

If an employee has a question about how the tattoo and body piercing policy is applicable to them, the matter should be immediately raised with their supervisor for consideration and determination.

Exceptions or exemptions to this policy require the prior approval of the Department Head and the Chief Administrative Officer. Employees who were employed prior to the adoption of this policy by the City Council on April 12, 2021, may request an exemption from his/her Department Head and the Chief Administrative Officer for existing tattoos and/or piercings. Such exemptions shall be granted as long as the employee had the tattoo(s) and/or piercing(s) prior to the adoption date of this policy and they do not interfere with personal or public safety.

33. Special Accommodations: The City will make every effort to reasonably accommodate employees with a disability or with religious beliefs that may make it difficult for said employees to comply fully with the dress code policy. Employees should contact their Department Head to request such a reasonable accommodation. Department Heads and the Chief Administrative Officer will work with the employee to develop a reasonable accommodation to meet the employee's specific needs while complying to the greatest extent possible with the general policy of the City.

34. Disciplinary Action: If an employee's personal appearance fails to meet policy standards it will be considered as reporting not ready to work and the employee may be sent home. Employees who are sent home to comply with this policy must utilize their own accrued leave time, or time off without pay. Subsequent violations of this policy may lead to progressive discipline, up to and including termination.
35. Reimbursements:
36. A yearly reimbursement of \$50 will be given to uniformed public works employees after a receipt is turned in for the purchase of jeans if you choose to not select uniform provided pants. Only full-time employees qualify for this reimbursement.
37. A yearly reimbursement of \$100 will be given to employees required to wear a protective boot after a receipt is turned in for the purchase of boots. Only full-time public works employees and police department sworn personnel qualify for this reimbursement.

Q. WORKPLACE VIOLENCE:

Incidents of workplace violence have increased in society. The City believes that all employees should be able to enjoy a workplace free from violence, harassment, and threats. The City, therefore, does not knowingly tolerate such incidents and does report them to the appropriate law enforcement authorities.

Workplace violence includes not only physical attacks, but also threats of violence, stalking, or other verbal or physical conduct of a violent nature which has the purpose or effect of creating a dangerous, unsafe, intimidating, or violent working environment. All employees are prohibited from engaging in any of these acts or any other act that might constitute workplace violence. Any employee who does engage in such activity is subject to discipline, up to and including immediate termination.

Employees who believe they are victims of workplace violence, or who observe workplace violence, shall immediately report such incidents to a supervisor, or other management person. Reports of violence involving any of these persons shall not be reported to that person; instead, make the report to one of the other persons identified.

The City reaffirms it is an at-will employer and employment may be terminated at the discretion of management or the employee without prior notice.

R. DISABILITY ACCOMMODATIONS POLICY:

The City complies with the Americans with Disabilities Act (ADA), as amended by the ADA Amendments Act, and all applicable state and employment practices. The City is committed to

providing equal employment opportunities to qualified individuals with disabilities. Consistent with this commitment, the City will provide a reasonable accommodation to disabled applicants and employees provided the reasonable accommodation would allow the individual to perform the essential functions of the job unless doing so would create an undue hardship.

If you believe that you need an accommodation because of your disability, please contact your Department Head who will engage in an interactive dialogue with you to determine the precise limitations of your disability and explore potential reasonable accommodations that could overcome those limitations.

If your disability or need for accommodation is not obvious, the City may ask you to provide supporting documents showing that you have a disability within the meaning of the ADA and applicable state or local laws, and that your disability necessitates a reasonable accommodation. If the information provided in response to this request is insufficient, the City may require that you see a health care professional of the City's choosing, at the City's expense. In those cases, if you fail to provide the requested information or see the designated health care professional, your request for a reasonable accommodation may be denied.

The City expressly prohibits any form of discipline, reprisal, intimidation, or retaliation against any individual for requesting an accommodation in good faith.

S. OPEN DOOR / CHAIN-OF-COMMAND:

The City strives to maintain open communication between employees, supervisors, department heads, and officials. Such communication fosters and promotes swift solutions to problems and concerns while improving the work environment for all concerned.

To facilitate open and frank communication, the City maintains an "Open Door Policy" regarding employee concerns. Employees who have concerns, complaints, or suggestions about their employment should discuss the matter first with their immediate supervisor. If their supervisor is the subject of their complaint or concern, however, employees should discuss the situation with the department head. If their department head is the subject of their complaint or concern, employees should discuss the situation with the department head of another department.

Employees should not discuss operational concerns outside their department; for example, employees of one department should not attempt to resolve intra-departmental concerns by addressing them to members of other departments. Intra-departmental matters are best handled within the department. Accordingly, concerns about your department's operations shall be directed first to your immediate supervisor, who shall determine whether other City personnel need to be involved. Concerns about your supervisor as they impact departmental operations shall be directed to your department head; if, however, the department head is the object of your concerns, you should discuss the matter with another department head.

Concerns about your City employment, or City operations, are City business, and the City should always be given the first opportunity to hear your concerns, address those concerns, and to try and resolve them to your satisfaction.

Violations of this policy may subject employees to discipline, up to and including termination of employment.

T. THIRD PARTY INTERVENTION:

It shall be the policy of the City not to discuss specific and/or individual personnel matters with third parties. Only the individual involved, and/or their Legal Counsel, and appropriate supervisors shall take part in specific personnel discussions and/or decisions. Personnel files are considered confidential and shall only be made available for inspection and reproduction by the specific employee, appropriate supervisors, legal counsel, or through appropriate subpoena. This restriction, however, does not apply to those individuals who are responsible for maintaining the City's personnel files system.

U. NEPOTISM:

It is the policy of the City not to hire persons for regular, full-time employment within departments who are members of the immediate family of other full-time employees within the same department.

Immediate family members of the Governing Body and Department Heads will not be hired for regular, full-time employment within any department in the city.

Immediate family is defined as an individual with any of the following relationships to the employee:

1. Spouse, and their parents;
2. Sons and daughters, and their spouses;
3. Parents, and their spouses;
4. Brothers and sisters, and their spouses;
5. Grandparents and grandchildren, and their spouses;
6. Domestic partner and their parents, including domestic partners of any individual in 2 through 5 of this definition; and
7. Any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship.

If two employees within the same department marry or otherwise obtain a relationship whereby they become members of each other's immediate family, one of the employees should be transferred to another department, if possible, without loss of pay or benefits. The establishment of such relationship, however, shall not be the basis for termination of employment.

If an immediate family member of a current city employee is elected to an office within the Governing Body, the current city employee shall not be terminated. The newly elected Governing Body member, however, shall sign a conflict of interest statement and shall be prohibited from decisions directly affecting the related employee.

Any employees who are employed in contradiction to this policy upon its date of adoption (July 24, 2007) shall not be required to transfer or be subjected to termination. All future employment decisions in regard to any such employee shall be in accordance with this policy.

V. TOBACCO AND ELECTRONIC CIGARETTE USE:

In order to provide a safe and healthy environment for both employees and the general public, use of any tobacco product in any City building, shop, vehicle, equipment, indoor, or enclosed area is prohibited. This includes, but is not limited to, smoking, chewing, or dipping of any tobacco product; use of electronic cigarettes (E-Cig); personal vaporizers (PV); or electronic nicotine delivery systems (ENDS). Use of tobacco products is allowed during formal break/rest periods. When using tobacco products, employees are not to foul areas within fifteen feet (15') of entrances to buildings with either smoke, debris, or bodily fluids (spit). Use of tobacco products and electronic cigarettes will not be allowed in front of city buildings. Employees who violate this policy will be subject to disciplinary action.

W. LOCKERS AND VEHICLE:

Employees should remember that any vehicles owned by the City and used by employees, or lockers or storage areas on City property used by employees for storage of items remain the property of the City. Employees are hereby notified that in these areas on City property there is no right or expectation of privacy in such vehicles/places, and they may be accessed and/or searched at any time. Events prompting such access or search may include, but are not limited to, detecting breaches of City policies, procedures, rules, regulations, or any law. Accessing or searching lockers without Department Head authorization is prohibited.

X. SOCIAL MEDIA POLICY:

1. Definition. Social media includes all means of communicating or posting information or content of any sort on the Internet, including to your own, or someone else's, blog, personal web site, social networking web site (including Facebook, Twitter, etc.), chat room, as well as any other form of electronic communication, whether or not associated or affiliated with the City of Haysville.

2. Guidelines. The principles and guidelines found in this policy apply to your activities online. The City respects your 1st Amendments rights; ultimately, you are solely responsible for what you post online. Before creating online content, consider some of the risks and rewards involved. Keep in mind that any conduct adversely affecting your job performance, the performance of fellow employees or that otherwise adversely affects residents, customers, suppliers, or people who work on behalf of the City may result in disciplinary action up to and including termination.
3. Know and follow the rules. Carefully read these guidelines, and ensure your postings are consistent with these policies. Inappropriate postings that may include discriminatory remarks, harassment, and threats of violence or similar inappropriate or unlawful conduct will not be tolerated and may subject you to disciplinary action up to and including termination.
4. Be fair and courteous. Even when off duty, employees are expected to be fair and courteous to fellow employees, customers, residents, suppliers and other encountered while working on behalf of the City. When posting content, ensure that you are not posting something you would not want to take credit for in a public meeting.
5. Be honest and accurate. Make sure content is honest and accurate and correct any mistakes quickly. Be open about any previous posts you have altered. Remember that the Internet archives almost everything; therefore, even deleted postings can be searched. Never post any information or rumors you know to be false about the City, employees, customers, or contractors of the City.
6. Express only your personal opinions. Unless it is part of your job duty to post City content, never represent yourself as a spokesperson for the City. If the City is a subject of the content you are creating, be clear and open about the fact that you are an employee and make it clear that your views do not represent those of the City, fellow employees, members, customers, suppliers or people working on behalf of the City. If you do publish a blog or post online related to the work you do or subjects associated with the City, make it clear that you are not speaking on behalf of the City. It is best to include a disclaimer such as “The postings on this site are my own and do not necessarily reflect the views of the City of Haysville.”
7. Using social media at work. Refrain from using social media while on work time or on equipment provided by the City unless it is work-related as authorized by your Department Head or consistent with the City's Monitoring Policy. Do not use your City email addresses to register on social networks, blogs or other online tools utilized for personal use.

8. Retaliation is prohibited. The City prohibits taking negative action against any employee for reporting a possible deviation from this policy or for cooperating in an investigation. Any employee who retaliates against another employee for reporting a possible deviation from this policy or for cooperating in an investigation will be subject to disciplinary action, up to and including termination.
9. Media contacts. Employees should not speak to the media without approval.

Y. PREGNANT WORKERS FAIRNESS ACT

1. The City is committed to complying with the Pregnant Workers Fairness Act (PWFA) and will provide reasonable accommodations to employees and applicants with limitations related to pregnancy, childbirth or related medical conditions unless the accommodation will cause undue hardship to the City of Haysville's operations.
2. An employee or applicant may request an accommodation due to pregnancy, childbirth or a related medical condition by submitting the request in writing to the City Clerk. The accommodation request should include an explanation of the pregnancy-related limitations, the accommodation needed, and any alternative accommodation(s) that might be reasonable. Depending on the nature of the accommodation, the individual may be requested to submit a statement from a healthcare provider substantiating the need for the accommodation.

Upon receipt of a request for accommodation, the City Clerk will contact the employee or applicant to discuss the request and determine if an accommodation is reasonable and can be provided without significant difficulty or expense, i.e., undue hardship.

While the reasonableness of each accommodation request will be individually assessed, possible accommodations include allowing the individual to:

3. Sit while working.
4. Drink water during the workday.
5. Receive closer parking.
6. Have flexible hours.
7. Receive appropriately sized uniforms and safety apparel.
8. Receive additional break time to use the bathroom, eat, and rest.
9. Take time off to recover from childbirth.

10. Be excused from strenuous activities and/or activities that involve exposure to chemicals deemed unsafe during pregnancy.
11. An employee may request paid or unpaid leave as a reasonable accommodation under this policy; however, the City of Haysville will not require an employee to take time off if another reasonable accommodation can be provided that will allow the employee to continue to work.
12. The City of Haysville prohibits any retaliation, harassment, or adverse action due to an individual's request for accommodation under this policy or for reporting or participating in an investigation of unlawful discrimination under this policy.

Z. BREASTFEEDING

For up to one year after the child's birth, any employee who is breastfeeding her child will be provided reasonable break times to express breast milk for her baby. The City will designate a private location at each City facility for this purpose. Please check with your Department Head for this information. A small refrigerator reserved for the specific storage of breast milk will be made available. Any breast milk stored in the refrigerator must be labeled with the name of the employee and the date of expressing the breast milk. Any nonconforming products stored in the refrigerator may be disposed of. Employees storing milk in the refrigerator assume all responsibility for the safety of the milk and the risk of harm for any reason, including improper storage, refrigeration, and tampering. Nursing mothers wishing to use this room must request/reserve the room by contacting the Department Head. Additional rules for use of the room and refrigerator storage may be posted in the room. Employees who work offsite or in other locations will be accommodated in a private area as necessary. Breaks of more than 20 minutes in length will be unpaid, and the employee should indicate this break period on her time record.

SECTION II - PLACEMENT

A. EMPLOYMENT ELIGIBILITY:

1. A job applicant may be disqualified for, among others, the following reasons:
 - a. Determination that the applicant intentionally made false statement(s) on his/her employment application;
 - b. Unsatisfactory reports from previous employers;
 - c. Unfavorable background check;

- d. The applicant has solicited favors from any City official in connection with his/her search for employment, or another person has done so at his/her request; or
- e. The applicant is physically or mentally incapable of performing the duties of the position for which he/she seeks employment.

THE ABOVE LIST IS NOT INTENDED TO BE A COMPLETE LIST OF ANY AND ALL REASONS FOR DISQUALIFICATION OF A JOB APPLICANT, AND THE CITY RESERVES THE RIGHT TO INTERVIEW AND HIRE ANY APPLICANT IT CHOOSES.

- 2. Standard personnel forms, including applications (except Police Department) and evaluation sheets, are available in the City Clerk's office. Police Department application forms are available in the Police Department.

B. TRAINING PERIOD:

The training period is intended to give new employees the opportunity to demonstrate their ability to achieve a satisfactory level of performance and to determine whether the new position meets their expectations. The City uses this period to evaluate employee capabilities, work habits, personal and social capabilities, and overall performance. Either the employee or the City may end the employment relationship at any time during the training period with or without cause or advance notice.

- 1. Length of Training Period: Each offer of employment, or rehire, shall be provisional on the satisfactory completion of a training period beginning on the first day an employee is required to report for duty. The training period will normally be six months but may be shorter for those with substantial, material, prior experience or longer depending on the length of time needed to receive a certificate and complete training or complete a certification to meet the minimum requirements of the position. These positions include, but are not limited to, those requiring law enforcement certifications or water and wastewater certificates.
- 2. Extending the Training Period: If the City determines that the designated training period does not allow sufficient time to thoroughly evaluate the employee's performance, or the employee is absent with permission for more than 5 days during this time, the training period may be extended for a clearly specified time period, not to exceed six months, without any negative connotations regarding the employee's performance.

3. Promotion or Transfer: Employees who are promoted or transferred (see following sections) within the City must complete a secondary training period of the same length with each reassignment to a new position, but such training period does not change the employee's status as a regular employee. In cases of promotions or transfers, an employee who, in the sole judgment of management, is not successful in the new position can be removed from that position at any time during the secondary training period. If this occurs, the employee may be allowed to return to his or her former position or to a comparable job for which the employee is qualified, depending on the availability of such positions and the City's needs.

During the training period, provisional employees are eligible for those benefits that are required by law, such as workers' compensations insurance and Social Security. They may also be eligible for other City fringe benefits subject to the terms and conditions of each benefit program. All provisional employees should read the information for each specific benefit program for the details on eligibility requirements.

Upon satisfactory completion of the provisional period, employees enter the "regular" employment classification.

C. TRANSFERS:

A qualified employee can be transferred from one position to another at the discretion of the Department Head with approval from the Chief Administrative Officer. A transfer is considered to be the reassignment of an employee from one position classification to another, irrespective of whether the classes are in the same promotional line, or whether the position is higher or lower on the salary scale. Incumbents must demonstrate ability to perform in the new position, either by successful performance of a period of time, a careful screening by Supervisory personnel, or by passing an appropriate examination.

1. If an employee transfers from one position to another, whether within the same department or in a different department, if the position starting salaries (step one) are no more than fifty cents (\$.50) apart, the salary will be adjusted to the same step in the new classification.
2. If the transfer is to a classification with a starting salary (step one) more than fifty cents lower than the employee's current classification, the employee's salary will be adjusted to the same step in the new classification.
3. If the transfer is to a classification with a starting salary (step one) fifty cents (\$.50) or more higher than the employee's current classification, the employee's salary will be raised to at least the starting salary of the new classification. If the employee currently

earns more than the starting salary, the employee's new rate will be the step in the new classification that first exceeds the employee's current rate of pay.

D. PROMOTIONS:

A qualified employee may be promoted from one position to another at the discretion of the Department Head. A promotion is the advancement of an employee's rank or position to a job classification that has an increased set of responsibilities and a higher classification on the pay chart.

1. If a Department Head promotes an employee, the employee's salary will be raised to at least the starting salary (step one) for the new classification. If the employee currently earns more than the starting salary (step one) of the new classification, the employee's new rate will be one step above the step in the new classification that first exceeds the employee's current rate of pay.

E. DEMOTIONS:

An employee may be demoted from one position to another at the discretion of the Department Head with approval from the Mayor. Employees may be demoted for inability to satisfactorily perform assigned duties, as a disciplinary action, or during periods when it is necessary to lay off employees. If an employee is demoted from one position to another, whether within the same department or in a different department, the employee's current step will be the step the employee starts on in the new classification.

F. RETREAT:

A qualified employee can retreat from one position to a previously held position at the discretion of the Department Head with approval from the Chief Administrative Officer. Retreats are employee initiated. Retreats are only allowed if the position to retreat to is open.

1. An employee retreating to a previously held position will be returned to the same step the employee last held when in that position.

G. RESIGNATIONS:

Absence without leave that exceeds five (5) days is considered to be a voluntary resignation. (See Article B, Section II, I, for Pay on Termination.) All regular City employees will be offered the opportunity to participate in an exit interview once the letter of resignation has been submitted to their department head. The exit interview will be scheduled and conducted by the Assistant City Clerk.

H. RETIREMENT:

An employee wishing to retire shall give the Department Head and the Assistant City Clerk no less than three (3) months' notice, and at the time of such notice, the employee should complete all required paperwork. Retirement from City service shall be recognized when an employee files official retirement paperwork with KPERS or when an employee has completed at least twenty-five (25) years of service with the City. The employee shall also provide a schedule listing all leave the employee plans to take prior to expected retirement date. (See Article B, Section II, I, for Pay on Termination.)

SECTION III - VACATION AND LEAVES

A. LEAVES OF ABSENCE WITH PAY:

Includes PTO, sick, vacation, military reserve, and other (as defined in the following sections). Administrative leave with pay may be authorized by a Department Head (or Mayor if the employee reports to the Mayor) when deemed appropriate.

B. PROMOTION, DEMOTION OR TRANSFER:

When an employee is promoted, demoted or transferred, all PTO, sick leave, vacation leave, and wellness leave remains to his/her credit and is transferred with the employee. When an employee changes departments or has a status change from non-exempt to exempt, all compensatory time will be paid out to employee.

C. REQUESTS FOR LEAVE OF ABSENCE:

All requests for leave of absence shall be made according to the procedures designated on the following pages for that particular leave.

D. REPORTING LEAVE FOR PAYROLL:

Leave, with or without pay, is to be reported to the Assistant City Clerk through a Leave Request or through the time entry submittal.

E. PAID TIME OFF POLICY:

Paid Time Off (PTO) provides you with the flexibility to use your time off to meet your personal needs, while recognizing your individual responsibility to manage your paid time off. PTO combines personal holiday, vacation, and sick leave into one flexible, PTO policy.

You will accumulate specified amount of PTO each pay period worked and it is up to you to allocate how you will use it for vacation, illness, caring for children, school activities, personal business or emergencies. The amount of PTO earned will depend on your length of service with the city.

Employees must work or use authorized PTO or other paid leave for at least 50% of their regularly scheduled workdays hours in a pay period to accrue PTO credit for such pay period.

PTO must be approved in advance, except in circumstances where the employee is unable to anticipate the absence. PTO may be used in 15-minute increments or higher.

1. Eligibility: You are eligible to receive PTO if you are a regular status employee that works an average of 40 hours per week.
2. Deposits Into Your Leave Account: The amount of PTO you accrue each year is based on your length of service and accrues according to the Accrual Schedule for Full-Time Employees chart below. PTO is accrued as you work. You will not accrue PTO time while you are on unpaid leave of absence or suspension. PTO is capped at 480 hours. Employees will lose any PTO over the 480 cap.
3. Accrual Schedule for Full-Time Employees:

Years of Service	Per Pay Period Accrual
0-2 Years	5.85
3-6 Years	7.38
7-12 Years	8.92
13-20 Years	10.46
More than 20 Years	12.00

4. Payout of PTO Hours Upon Termination and/or Retirement: Employees whose employment with the City is terminated voluntarily with 2 weeks' notice are entitled to payment of their PTO balance as of the termination/retirement date up to the maximum permitted carry amount.

Employees separating from service prior to six months of employment will not be eligible for payment of leave of any kind.

Employees who were hired before January 9, 2023, will have the option of remaining on the Vacation Leave, Sick Leave and Personal Holiday system. All employees hired on or after

January 9, 2023, are not eligible for the Vacation Leave, Sick Leave and Personal Holiday system.

F. VACATION LEAVE, SICK LEAVE, AND PERSONAL HOLIDAYS:

Employees who were hired before January 9, 2023, will have the option to remain on the Vacation Leave, Sick Leave and Personal Holiday system.

1. Vacation Leave:

- a. Employees in full-time positions with the City are granted vacation leave credited annually on the employee’s anniversary (hire-in) date. The following list shows the correlation between year of employment and hours available:

Year (start of)	Hours		Year (start of)	Hours
First	Zero		Eleventh	120
Second	40		Twelfth	120
Third	80		Thirteenth	160
Fourth	80		Fourteenth	160
Fifth	80		Fifteenth	160
Sixth	80		Sixteenth	160
Seventh	120		Seventeenth	160
Eighth	120		Eighteenth	160
Ninth	120		Nineteenth	160
Tenth	120		Twentieth	160

After the twentieth year of employment, 200 hours are granted.

- b. Vacations are scheduled through the Department Heads or their designees and can be taken in 15-minute increments.
- 12. Department Heads may take their vacations at any time subject to the approval of the Chief Administrative Officer.
- 13. An employee leaving the employment of the City shall receive pay for vacation credited and unused to the date of his/her separation or resignation, provided he/she has been in service of the City for at least one year. (See Article B, Section II, I., for Pay on Termination.)
- 14. At times, circumstances may prevent an employee from taking all of his/her vacation that is accumulated within the year. Any request for carryover must be submitted, in writing, and be approved by the Department Head. The carryover request must be accompanied by a Leave Request that schedules the usage of all requested carryover days. Department Heads must have carryover vacation approved by the Chief Administrative Officer. Employees reporting directly to the Mayor must have carryover vacation approved by the Mayor.
- 15. Waiving Vacation Prohibited: Employees shall not be permitted to waive vacation leave for the purpose of receiving double pay.
- 16. Holidays Occurring During Vacation Period: Any official holiday, as set forth in this article, which shall occur during an employee's scheduled vacation period, shall not be counted as a day of vacation.
- 17. Employees must work or use authorized paid leave for at least 50% of their regularly scheduled workdays in a month to accrue vacation credit for such month.
- 2. Sick Leave:
- 3. For purposes of sick leave, immediate family is defined as an individual with any of the following relationships to the employee:
- 4. Spouse, and their parents;
- 5. Sons and daughters, and their spouses;
- 6. Parents, and their spouses;

7. Brothers and sisters, and their spouses;
8. Grandparents and grandchildren, and their spouses;
9. Domestic partner and their parents, including domestic partners of any individual in 2 through 5 of this definition; and
10. Any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship.
11. Accumulations: Sick leave benefits are granted on the basis of eight (8) hours per month. Sick leave may be accumulated to a maximum of eight hundred (800) hours. Any employee accumulating more than eight hundred (800) hours may, by November 15, request to receive 50% sick leave pay for hours in excess of eight hundred (800) or take 50% vacation for the hours in excess of eight hundred (800). If the 50% vacation is elected, the time must be taken within the next calendar year.

Sick leave is not earned but is a benefit granted to full-time employees to accommodate the occasional need to remain at home due to illness. Employees must work or use authorized paid leave for at least 50% of their regularly scheduled work days in a month to accrue sick leave for such month. Regarding the granting of sick leave in the first month of employment: if the hire date falls in the first half of the month (1st through the 15th with the exception of February which is 1st through the 14th), eight (8) hours will be granted. If the hire date falls in the last half of the month, zero (0) hours will be granted.

12. Uses of Sick Leave: Sick leave is available to an employee when:
13. The employee or an immediate family member is ill or has a medical appointment;
14. An employee who has used all accrued leave but must be off work for any of the reasons listed under “Uses of Sick Leave” may request that other employees be given the option of donating some of their accrued sick leave to the employee who is without accrued leave. A request for donated sick leave will be sent twice by the Assistant City Clerk. Employees who have accumulated 240 hours of sick leave may donate at least one full day (8 hours) but not more than two days (16 hours) to another employee who has depleted all paid leave but has an illness or medical condition, or whose immediate family member has an illness or medical condition, that prevents that employee from working. Forms are available from the Assistant City Clerk; or

15. Department Heads may make exceptions, with approval from the Chief Administrative Officer. If an employee has no available leave other than sick leave, the Department Head has the discretion to grant, eight (8) hours at a time, up to sixteen (16) hours of special personal time to be deducted from accrued sick leave.
16. Sick leave will be rounded up to the nearest quarter-hour.
17. Reporting of Sick Leave: If a personal or immediate family member illness prevents any employee from performing assigned duties, said employee shall notify his/her supervisor of the problem. The call should be placed prior to scheduled beginning of the employee's workday. If an employee is absent from work and has not notified the supervisor, sick leave will be granted only by specific Department Head approval. Leave will not be recorded as sick leave unless it has been approved. A doctor's note may be required at the discretion of the Department Head for any sick leave. The doctor's note shall be turned in with the associated time sheet.
18. Return-to-Work Release Form: Before an employee can be permitted to perform duties after having sustained an injury or undergone any surgery that prevents the employee from satisfactorily performing the essential functions of his/her job or having been ill beyond thirty (30) consecutive calendar days, said employee must present the Department Head with a City-issued Return-to-Work release form, stating that the employee is fit for work. If restrictions are included on the Return-to-Work release form, a note will be needed to clear the restrictions. If a leave other than sick leave is used to cover this type of absence, the requirement of a Return-to-Work release form, stating that the employee is fit for work, still applies.
19. Sick Leave on Termination: Upon voluntary termination of employment, if two (2) weeks' notice has been given, an employee may receive pay for one-half of credited sick leave. If an employee resigns without giving two weeks' notice, no payment for sick leave will be made. If the employer terminates employment, no payment for sick leave will be made. An employee retiring from City service shall receive pay for all accrued, credited, sick leave. Retirement from City service shall be recognized when an employee files official retirement paperwork with KPERS or when an employee has completed at least twenty-five (25) years of service with the City. (See Article B, Section II, I, for Pay on Termination.)
20. Abuse: An employee who improperly claims sick leave shall be subject to disciplinary action, including loss of pay or dismissal. The City reserves the right to discipline employees who abuse this policy, for example, by: falsifying documents submitted to support leave; being untruthful about the reasons for requested leave; or repeatedly

using paid sick leave immediately before or after weekends, City holidays, or vacations. The City reserves the right to request a signed statement from a licensed health care practitioner verifying the employee's inability to perform their duties because of illness or injury if the Supervisor or Department Head suspects abuse of sick leave.

21. Personal Holidays:
22. All employees in regular full-time positions shall receive two (2) personal holidays each year.
23. Personal holidays in year of hire: Employees hired before July 1 are allowed two personal holidays a year; employees hired July 1 or after, but before October 1 are allowed one personal holiday; employees hired October 1 or after do not receive personal holidays until the following year.
24. Personal holidays shall be scheduled through the Department Heads and/or Supervisors, are credited on a calendar year basis, and cannot be carried over from one year to the next. Personal holidays can be taken in 15-minute increments.

G. FUNERAL LEAVE:

1. Eligibility: In the event of the death of an employee's spouse, spouse's parent, son, daughter, parent, brother, sister, grandparent, grandchild, or domestic partner, the employee shall be allowed funeral leave with pay up to a maximum of forty (40) hours. In the event of the death of the spouse or domestic partner of any of the above-listed relations or the death of any individual related to the employee by blood or affinity whose close association with the employee is the equivalent of a family relationship, the employee shall be allowed funeral leave with pay up to a maximum of nine (9) hours. This leave must be approved by the Department Head and is not charged against any other leave accumulations. The Department Head may extend up to an additional eighteen (18) hours of funeral leave for out-of-state travel. Any additional leave granted must have Department Head approval and may be taken from any accrued leave. Only full-time employees are eligible for Funeral Leave.
2. Reporting Funeral Leave: An employee who is unable to work because of a death in the immediate family must, prior to the employee's scheduled time to report, notify his/her office or immediate supervisor, who will then notify the Department Head.

H. WORKPLACE INJURY LEAVE:

1. Eligibility: Full-time employees who are eligible to receive workers' compensation are entitled to work-related injury leave with full pay for up to five scheduled workdays (40 hours or the normal number of hours scheduled in a week). Leave for a covered workers' compensation illness or injury arising out of and in the course of employment, is not charged to vacation leave or sick leave.
2. Reporting Injury Leave and Explanation of Benefits: In order for an employee to be eligible for paid injury leave, the nature of the injury must be reported to the employee's supervisor and Department Head within twenty-four (24) hours (1 working day); the location where the injury took place; the materials the employee was using at the time of the injury; the extent of damage, if any, to City equipment; the work procedure the employee was following at the time of the injury; the extent of supervision at time of injury; and a statement as to how the injury could have been avoided. This report, exclusive of any workers' compensation form, must be completed and filed with the Assistant City Clerk within twenty-four (24) hours of the injury, if at all possible, before an employee is eligible for injury leave. Further, an employee must notify his/her supervisor at the beginning of the shift that the employee will be absent due to an injury on the job. Injury leave shall not be granted without written verification that the employer's workers' compensation doctor recommended the time off work. In the event an employee is injured and receives injury leave pursuant to this section, the employee shall be compensated at his/her full rate of pay for a maximum of twelve weeks. If workers' compensation benefits are discontinued, the employee on injury leave shall no longer receive a regular paycheck from the City. During the time an employee on injury leave receives a full paycheck from the City, the weekly payments authorized by the Kansas Workers' Compensation (two thirds [2/3] of gross average weekly wage) will be returned to the City Clerk no later than forty-eight (48) hours after their receipt. If an employee continues on injury leave after the twelfth week, the employee will then receive only the workers' compensation payments and not a City paycheck. Any payroll deductions for health insurance must be paid by the employee to the City in a timely manner to continue insurance coverage, and any other optional deductions can be continued or terminated at the request of the employee.
3. Return to work/light duty program: If an employee is injured and is placed on restrictions by a physician that impede or prevent the employee from resuming regular job duties, the City may offer the individual a limited term job assignment or light duty assignment which will comply with the statement from the physician regarding job duty restrictions. The return to work/light duty program is not available to Part-Time

Employees. The differing job assignment or light duty assignment will be 1) actual open positions with the City, and 2) limited to a specific length of time based upon the availability of such assignment and the specific injuries of the employee. Permanent restrictions shall not qualify for this short-term accommodation. Return to work/light duty jobs are temporary employment and may be limited in time and/or eliminated at the City's discretion at any time. The City expects the same standards, performance, and attendance from an employee who is performing a return to work/light duty job as it does from a regular or full-time employee.

4. ADA Accommodations: The City will actively seek to return disabled, but qualified employees covered by workers' compensation to productive work as quickly as possible in cooperation with the City's physician or health care provider. Any accommodations will be handled in accordance with ADA requirements. In recognition of the need to maintain that level of staffing necessary to carry out the business of the City, an employee in a non-critical job position who has been unable to work for six continuous months for any reason, even if the employee is continuing to draw workers' compensation benefits, may be terminated. Employees holding critical positions as defined by the City may be terminated prior to the conclusion of six continuous months of leave if the City deems it necessary to fill the position in order to continue to operate safely. All department head positions are considered critical positions, as well as higher level supervisors within the various departments. The City reaffirms that it is an at-will employer and reserves the right to terminate employment at its discretion.
5. Medical Appointments. An employee who is receiving treatment during regularly scheduled work hours as a direct result of an injury on the job, shall coordinate with their supervisor any time spent receiving treatment as "Workers' Compensation doctor's appointment" to ensure that personal accruals are not diminished. An employee will be eligible for compensation only if the treatment has been authorized by the designated medical provider and only for the time the employee is actually receiving the medical treatment. An employee shall not receive any compensation for time spent receiving medical treatment that falls outside the employee's regularly scheduled work hours.

Employees will receive straight time pay for appointments that fall on an observed holiday.

I. MILITARY LEAVE:

1. Leaves of absence shall be granted to employees whose United States Uniformed Services (military) obligations necessitate their absence from work. These leaves are

applicable to all such obligations, including Reserve and National Guard assignments, and are governed pursuant to the *Uniformed Services Employment and Reemployment Rights Act* (USERRA). Advance notice of military service is required, unless military necessity prevents such notice or it is otherwise impossible or unreasonable.

2. Employees who are subject to multiple military duty assignments may, at their option, present leave requests covering all such obligations or individual leave notices.
3. Any employee who receives orders for military duty shall be placed on military leave without pay. The employee may choose to substitute paid leave during military leave. If not accepted for such duty, the employee shall be reinstated in his present position without loss of status or reduction in pay.
4. Continuation of health insurance benefits will be as required by and in accordance with USERRA based on the length of the leave and subject to the terms, conditions, and limitations of the applicable plans for which the employee is otherwise eligible.
5. Employees returning from military leave will be placed in the position they would have attained had they remained continuously employed or a comparable one depending on the length of military service in accordance with USERRA. They will be treated as though they were continuously employed for purposes of determining benefits based on length of service. Employees on military leave for up to 30 days are required to return to work for the first regularly scheduled shift after the end of service, allowing reasonable travel time. If the period of service was more than 31 days, but less than 181 days, the employee must submit an application to the City no later than 14 days following completion of service. For service in the military for over 180 days, the employee must submit an application to the City not later than 90 days after completion of service.

J. OTHER LEAVES WITH PAY:

1. Other leaves with pay may be granted for employees to attend professional conferences and meetings, or to visit other cities in the interest of the home City.
2. Requests for such leave must be made to the Department Head stating the date of absence, purpose of the leave, and the function to be attended.
3. The travel expense and authorization form should be used in requesting this leave with pay.

4. Upon returning from an approved other leave with pay, the employee must complete and forward to the City Clerk a travel expense report in accordance with the rules set forth for same.

K. CIVIL LEAVE:

1. Jury Duty or Witness For the City Under Subpoena: Upon receipt of the order requiring the employee to report for jury duty or placing the employee under subpoena, the order will be shown to the immediate supervisor who shall receive the required permission from the Department Head. Upon receipt of pay for jury duty or witness fee, the employee shall endorse or cash the check and deliver the funds to the assistant city clerk. The employee may retain reimbursement for personal travel expenses or meals. The employee shall receive full pay for the time spent on jury duty. Employees not regularly working a full-time schedule shall receive pay for upcoming scheduled work. If jury duty extends beyond the current work schedule, employee shall receive pay based on ~~average hours worked~~ regularly scheduled hours. If the employee is serving or appearing for jury duty on their own time, the employee may retain any payments received.
2. Court Appearance: Upon receipt of the order requiring the employee to make a court appearance, arrangements shall be made by the employee with the employee's supervisor to receive permission from the Department Head to comply with the order. An employee who is required to make a court appearance in an official capacity in connection with the City of Haysville or as expert witness either because of the employee's profession or observed knowledge will be considered on duty and no charge is made against civil leave. The employee shall file for fees where a fee is paid. The employee shall turn such fees over to the City when testimony arises out of employment with the City of Haysville when testimony is given during duty hours. If the employee uses his/her own transportation the employee may keep travel expenses.
3. Employees Involved In A Personal Case: If an employee is involved in court in a personal case, either as plaintiff or defendant, the employee shall be granted leave but the time off must be charged to an available, accrued leave. The use of sick leave must be approved by the Department Head and can only be used if all other accrued leave is exhausted. If all available leave has been exhausted, the time off may be charged to leave of absence without pay.

L. SELECTIVE SERVICE INFORMATION:

1. Employees ordered by their Selective Service Board to appear for a physical examination shall be given the required time off with pay, not to exceed forty-eight working hours.
2. Immediately upon receipt of the Selective Service Board's orders, the employee will present the order to his/her supervisor so approval may be granted by the Department Head.

M. LEAVES OF ABSENCE WITHOUT PAY:

Occasionally, for medical, personal or other reasons, employees may need to be temporarily released from the duties of their job with the City. Leaves of absence without pay not specifically covered by this manual or federal, state or local law will be considered only when no paid leave is available. A Department Head may grant leaves of absence without pay.

1. Leaves of absence without pay will not be granted for more than 2 hours of absence until all available leave has been exhausted.
2. Requests for leave for personal reasons shall be submitted in writing to the Department Head stating reasons for the request, the date the leave shall begin and the probable date of return.
3. If an employee is no longer able to meet the requirements of his/her position, the employee may be placed on leave without pay until again qualified, for up to six (6) months, or employment may be terminated immediately.
4. Employees on an approved extended leave of absence without pay pursuant to this policy will not accrue vacation, sick leave or other benefits during the leave of absence.
5. Generally, the City will continue its contribution toward dental and health insurance during the leave of absence without pay; provided that in cases of extended leaves of absence, continuation of benefits will be evaluated on a case-by-case basis.
6. Failure to return to work as scheduled from an approved leave of absence or to inform the supervisor of an acceptable reason for not returning as scheduled will be considered a voluntary resignation of employment.

N. FMLA (Family and Medical Leave Act) LEAVE:

1. Purpose: The City of Haysville (the “City”) has adopted this Family & Medical Leave Policy (the “Policy”) because the City is a covered employer under the Family and Medical Leave Act (the “FMLA”). This Policy provides an employee with important information when he/she requests leave under FMLA (“FMLA Leave”).
2. Compliance with FMLA and Other Family Leave Laws: It is the intent of this Policy to comply with the FMLA and the U.S. Department of Labor’s FMLA regulations. In the case of a conflict with this Policy, the FMLA and the FMLA regulations control. Where state or local family and medical leave laws offer more protections or benefits to employees, the protections or benefits provided by such laws will apply. This Policy is not to be construed to offer more benefits to employees than the FMLA and state or local family and medical leave laws require. Additional information regarding the FMLA is found on the Department of Labor’s FMLA poster. A copy of the poster is included as an Appendix to this Personnel Manual. The poster can also be found in the areas of the City premises where employment law posters are posted.
3. Definitions: Most of the defined words and phrases used in this Policy are set forth later in this Policy, in a separate section.
4. Eligible Employees: An employee is eligible to take FMLA Leave and to be restored to the same position or to an equivalent position upon returning from FMLA Leave if the employee satisfies the following conditions:
 5. The employee has worked for the City for at least twelve (12) months, measured as of the date the requested FMLA Leave is to begin;
 6. The employee has worked for the City for at least one thousand two-hundred fifty (1,250) hours in the last twelve (12) months, measured as of the date the requested FMLA Leave is to begin; and
 7. The employee is employed at a City worksite that has fifty (50) or more employees within seventy-five (75) miles, measured as of the date FMLA Leave is requested.

Such an employee is referred to in this Policy as an “Eligible Employee.”

For purposes of determining whether the employee has worked for the City for at least twelve (12) months, employment periods prior to a break in service of at least seven (7) years are not counted, unless an exception in the FMLA regulations (such as for USERRA-covered service) requires some or all of that prior employment to be counted.

8. Notifications to Employees by City.
9. Notification of Eligibility: When an employee files a request for FMLA Leave, the City will notify the employee as to whether he/she is an Eligible Employee within five (5) business days of the date of such request. If the requesting employee is an Eligible Employee, the notice from the City will notify him/her of any additional information that the FMLA requires to be provided to Eligible Employees, including written information regarding his/her rights and responsibilities under the FMLA. If the employee is not an Eligible Employee, the notice from the City will notify the employee of the reason(s) for ineligibility.
10. Status of Requested Leave: The City will inform an Eligible Employee as to whether the requested leave is FMLA Leave and, if so, the amount of FMLA Leave that will be counted against the FMLA Leave entitlement. If the City determines that the requested leave is not FMLA Leave, it will notify the Eligible Employee that the request does not qualify as FMLA Leave.
11. Entitlement for 12-Week FMLA Leave: An Eligible Employee may take up to 12 weeks of unpaid FMLA Leave within any 12-month period (as that period is described in Section 9) and is entitled to be restored to the same position or to an equivalent position upon returning from FMLA Leave for any of the following reasons:
 12. Birth. For the birth of the Eligible Employee's Son or Daughter and in order to care for such newborn Son or Daughter;
 13. Adoption or Foster Care Placement. For the placement of a Son or Daughter with the Eligible Employee for adoption or foster care;
 14. Serious Health Condition of Family Member. To care for the Eligible Employee's Spouse, Son, Daughter, or Parent with a Serious Health Condition;
 15. Employee's Own Serious Health Condition. Because of the Eligible Employee's own Serious Health Condition which makes the Eligible Employee unable to perform the essential functions of the job; or
 16. Qualifying Exigency. Because of "any qualifying exigency" arising out of the fact that an Eligible Employee's Spouse, Son, Daughter, or Parent is a Covered Servicemember on Covered Active Duty (or has been notified of an impending call or order to Covered Active Duty). Qualifying exigencies include attending military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

17. Expiration of Entitlement for Birth, Adoption, or Foster Care Placement: Entitlement to FMLA Leave because of the reasons set forth in Section 6(a) or Section 6(b) (i.e., birth, adoption, or foster care placement) expires twelve (12) months after the date of birth, adoption, or foster care placement.
18. Rule for Spouses who are Co-Workers: Spouses employed by the City who request FMLA Leave because of the reasons set forth in Section 6(a) or Section 6(b) (i.e., birth, adoption, or foster care placement) or to care for a Parent due to the Parent's Serious Health Condition (see Section 6(c)) may only take a combined total of 12 weeks of FMLA Leave during any 12-month period.
19. 12-Month Period Measured Forward for 12-Week FMLA Leave: The 12-month period during which an Eligible Employee's 12 weeks of FMLA Leave may be taken begins on the first day the Eligible Employee takes FMLA Leave and ends twelve (12) months after that date. After that 12-month period, the Eligible Employee has a new 12-month period that begins the first time FMLA Leave is taken after completion of the prior 12-month period. For example, if an employee's first FMLA Leave begins on June 1, 2019, then the employee is eligible to take 12 weeks of FMLA Leave between June 1, 2019, and May 31, 2020. If the same employee takes additional FMLA Leave beginning on August 1, 2020, then the employee is eligible to take 12 weeks of FMLA Leave between August 1, 2020, and July 31, 2021.
20. Entitlement for 26-Week Military Family Leave: An Eligible Employee who is the Spouse, Son, Daughter, Parent, or Next of Kin of a Covered Servicemember with a Serious Illness or Injury may take up to twenty-six (26) weeks of FMLA Leave during a single 12-month period (as that period is described below) to care for the Covered Servicemember. This type of FMLA Leave is referred to in this Policy as "Military Family Leave."
21. 12-Month Period for 26-Week Military Family Leave: The 12-month period during which the twenty-six (26) weeks of Military Family Leave may be taken begins on the first day the Eligible Employee takes Military Family Leave and ends twelve (12) months after that date.
22. Maximum Combined FMLA Leave: The maximum combined amount of FMLA Leave (including FMLA Leave subject to the 12-week limitation) that may be taken during a single 12-month period is twenty-six (26) weeks.
23. Notice of Leave to the City:

24. Notice for Foreseeable Need (but not Qualifying Exigency): If an Eligible Employee's need for FMLA Leave (for reasons other than a qualifying exigency) is foreseeable, the Eligible Employee must give the City at least thirty (30) days' prior written notice.
25. Notice for Foreseeable Need (Qualifying Exigency): For foreseeable FMLA Leave due to any qualifying exigency, the Eligible Employee must give the City written notice as soon as practicable, regardless of how far in advance such FMLA Leave is foreseeable.
26. Effect of Failure to Provide Notice: Failure to provide the required notice for foreseeable FMLA Leave may be grounds for delay of FMLA Leave.
27. Notice for Unforeseeable Need: Where the need for FMLA Leave is not foreseeable, the Eligible Employee is expected to notify the City as soon as practicable after learning of the need for the FMLA Leave.
28. FMLA Forms Required: All requests for FMLA Leave must be made on forms approved by the City. Employees should contact the Assistant City Clerk to obtain the forms.
29. Sufficiency of the Notice: As part of the notice, Eligible Employees must provide sufficient information for the City to determine if the requested leave qualifies as FMLA Leave and as to the anticipated timing and duration of the FMLA Leave. Sufficient information may include that the Eligible Employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or Continuing Treatment by a Health Care Provider, or circumstances supporting the need for Military Family Leave. Employees must also inform the City if the requested leave is for a reason for which FMLA Leave was previously taken or certified.
30. Medical Certification.
31. When Medical Certification Required: If an Eligible Employee is requesting FMLA Leave because of the Eligible Employee's own Serious Health Condition, because of a Serious Health Condition of the Eligible Employee's Spouse, Son, Daughter, or Parent, or because of Military Family Leave, the Eligible Employee and the relevant Health Care Provider must supply appropriate medical certification. If Military Family Leave is requested, the Health Care Provider must be provided through the U.S. Department of Defense or the U.S. Department of Veteran Affairs or must be authorized through TRICARE.

32. Notice from the City of Need for Medical Certification: Within five (5) business days after a request for FMLA Leave is made by an Eligible Employee, the City will notify him/her of (i) the requirement for medical certification and (ii) the date when the certification is due (which must be at least fifteen (15) days after the Eligible Employee receives the notice of the medical certification requirement).
33. Effect of Failure to Provide Medical Certification: An employee's failure to provide requested medical certification in a timely manner may result in delay or denial of FMLA Leave or of a continuation of FMLA Leave until it is provided. It is an employee's responsibility to ensure that his/her Health Care Provider accurately, completely, and timely completes and returns to the City any medical certification requested by the City.
34. Second and Third Opinions: For non-Military Family Leave, the City, at its expense, may require an examination by a second Health Care Provider designated by the City, if it has reason to doubt the medical certification initially provided by the Eligible Employee. If the second Health Care Provider's opinion conflicts with the original medical certification, the City, at its expense, may require a third, mutually agreeable, Health Care Provider to conduct an examination and provide a final and binding opinion. If the City decides not to require a third certification, the Eligible Employee is entitled to FMLA benefits. Pending receipt of the second or third medical certification, the Eligible Employee is provisionally entitled to FMLA benefits.
35. Recertification: For non-Military Family Leave, the City may require subsequent medical recertification at the Eligible Employee's expense, but not more often than the FMLA allows.
36. Use City-approved Forms: All medical certifications and re-certifications required by this Policy must be submitted to the City by the Eligible Employee using the forms approved by the City. Employees should contact the Assistant City Clerk to obtain the forms.
37. Certification for FMLA Leave Due to a Qualifying Exigency: An Eligible Employee requesting FMLA Leave due to a qualifying exigency must provide certification using the form available from the Assistant City Clerk.
38. Reporting While on FMLA Leave: If an Eligible Employee takes FMLA Leave because of the Eligible Employee's own Serious Health Condition or because of the Serious Health Condition of the Eligible Employee's Spouse, Son, Daughter, or Parent, the Eligible Employee must contact the City on Monday of each week regarding the

status of the condition and the Eligible Employee's intention to return to work, unless he/she is notified by the City of a different reporting schedule.

39. Need for More or Less FMLA Leave: If the Eligible Employee needs to take more or less FMLA Leave than previously anticipated, he/she must notify the City within two (2) business days after learning of the need for the change in the amount of FMLA Leave.
40. Paid and Unpaid Leave.
41. General Rule – Unpaid Leave: FMLA Leave is unpaid, although an Eligible Employee may be eligible for disability payments and/or workers' compensation benefits under those insurance plans.
42. Exception if Unused Accrued Paid Leave: If an Eligible Employee is on FMLA Leave and has any unused accrued vacation leave and/or sick leave, the Eligible Employee has option to use vacation leave and sick leave (but only to the extent that the purpose of the FMLA Leave falls within the purposes for which sick leave may be taken). Notwithstanding the previous sentence, paid vacation and/or paid sick leave cannot be used at the same time that an Eligible Employee is receiving benefits from a disability insurance plan sponsored by the City, except that the City and Eligible Employee can agree (if permitted by state law) that paid vacation and/or sick leave will be used to supplement the disability insurance payments, such as in the case where a plan provides replacement income for only two-thirds of an Eligible Employee's salary. The use of paid leave during FMLA Leave does not extend the 12-week (or 26-week, if applicable) FMLA Leave period.
43. Medical and Other Benefits: During an approved FMLA Leave, the City will maintain the Eligible Employee's group health plan benefits, as if the Eligible Employee continued to work during the entire FMLA Leave period.
44. Payment for Group Health Plan Premiums While on Paid Leave: To the extent that paid leave is used during FMLA Leave, the City will deduct the Eligible Employee's portion of the group health plan premiums as a regular payroll deduction.
45. Payment for Group Health Plan Premiums While on Unpaid Leave: To the extent that paid leave is not used during FMLA Leave, the Eligible Employee must make arrangements with the City for the Eligible Employee to pay the employee's portion of the group health plan premiums when the premiums are due. The City may cancel an Eligible Employee's coverage under a group health plan if the Eligible Employee's

premium payment is more than 30 days late, subject to the terms and conditions of the group health plan.

46. Reimbursement if No Return to Work: If an Eligible Employee elects not to return to work at the end of the FMLA Leave period, the Eligible Employee will be required to reimburse the City for the cost of the group health insurance premiums paid by the City for maintaining coverage during the FMLA Leave, unless the reason the Eligible Employee does not return to work is one of the following:
47. The continuation, recurrence, or onset of a Serious Health Condition of his/her own or of a Spouse, Son, Daughter, or Parent or the Serious Illness or Injury of a Covered Servicemember that would otherwise entitle the Eligible Employee to FMLA Leave; or
48. Other circumstances beyond his/her control.

In the event that the failure to return to work is due to a Serious Health Condition or the Serious Illness or Injury of a Covered Servicemember, the City may request medical certification of the Serious Health Condition. The Eligible Employee is required to provide medical certification to the Assistant City Clerk within thirty (30) days from the date of the City's request. If the requested medical certification is not timely provided or does not establish a Serious Health Condition or a Serious Illness or Injury of a Covered Servicemember, the City may recover 100% of its portion of the group health plan premiums it paid during the period of unpaid FMLA Leave.

49. Payment of Premiums for Other Benefits: If the Eligible Employee participates in any benefit program (other than a group health plan) that requires the Eligible Employee to make all or some contribution to the premium, the Eligible Employee must arrange with the City to make all payments from the Eligible Employee when due.
50. Intermittent and Reduced Schedule Leave: FMLA Leave may be taken intermittently (in separate blocks of time due to a single health condition) or on a reduced leave schedule (reducing the usual number of hours worked per workweek or workday), as follows:
51. By Agreement: When FMLA Leave is taken because of the birth of a Son or Daughter or placement of a Son or Daughter for adoption or foster care, an Eligible Employee may take FMLA Leave intermittently or on a reduced leave schedule only if the City agrees.

52. Mandatory if Requested by Employee: Military Family Leave and FMLA Leave because of a Serious Health Condition or a qualifying exigency may be taken intermittently (in separate blocks of time due to a single health condition) or on a reduced leave schedule (reducing the usual number of hours worked per workweek or workday) in the following circumstances:
53. When medically necessary for planned and/or unanticipated medical treatment of a Serious Health Condition or a Serious Injury or Illness of a Covered Servicemember;
54. When medically necessary for recovery from treatment or recovery from a Serious Health Condition or Serious Illness or Injury of a Covered Servicemember; or
55. To provide care or psychological comfort to a Spouse, Son, Daughter, or Parent with a Serious Health Condition or to a Covered Servicemember with a Serious Illness or Injury.
56. Reduction of Salary for Exempt Employees: If unpaid intermittent or reduced schedule FMLA is taken by an exempt employee, the City is entitled to reduce the Eligible Employee's salary based on the amount of time actually worked.
57. Alternative Position: During intermittent or reduced schedule FMLA Leave, the City may temporarily transfer an Eligible Employee from his/her normal position to an alternative position for which he/she is qualified. However, as compared to the normal position, the alternative position must better accommodate the recurring FMLA Leave and have equivalent pay and benefits.
58. Usage: When intermittent or reduced schedule FMLA Leave is used, the City will not require an Eligible Employee to take more FMLA Leave than necessary to address the circumstances that precipitated the need for the leave, nor will the City count any time actually worked by an Eligible Employee against his/her FMLA Leave allotment.
59. Fitness-for-Duty Certification Required: Before an Eligible Employee on FMLA Leave because of his/her own Serious Health Condition may return to work, a fitness-for-duty certification from his/her Health Care Provider is required, subject to the following:
60. The City requires that such certification be made in writing, on a form available from the Assistant City Clerk.
61. The certification must certify that the employee is able to resume work.

62. The City may require that the certification specifically address the Eligible Employee's ability to perform the essential functions of his/her job.
63. Employees on intermittent FMLA leave due to their own Serious Health Conditions will not be required to submit a fitness-for-duty certification in order to return to work.
64. Definitions: In addition to the words and phrases defined earlier in the Policy, where the following words and phrases appear in the Policy, they shall have the respective meanings as set forth in this Section, unless the context clearly indicates otherwise. Where the defined meaning is intended, the term is capitalized. These definitions come from the Department of Labor's FMLA regulations. In the event that the definitions in those regulations are amended, these definitions shall automatically be amended.
65. "Chronic Serious Health Condition" means a Serious Health Condition which (i) requires periodic visits (at least twice a year) for treatment by a Health Care Provider, or by a nurse under direct supervision of a Health Care Provider; (ii) continues over an extended period of time (including recurring episodes of a single underlying condition); and (iii) may cause episodic rather than a continuing period of incapacity (e.g., asthma, diabetes, epilepsy, etc.).
66. "Continuing Treatment by a Health Care Provider" means any one or more of the following: (i) a period of incapacity of more than three (3) consecutive full calendar days, and any subsequent treatment or period of incapacity relating to the same condition that also involves (a) treatment two (2) or more times, within thirty (30) days of the first day of incapacity (unless extenuating circumstances exist) by a Health Care Provider, a nurse under direct supervision of a Health Care Provider, or a provider of health care services (e.g., physical therapist) under orders of, or on referral by, a Health Care Provider or (b) treatment by a Health Care Provider on at least one occasion that results in a regimen of continuing treatment under the supervision of the Health Care Provider; (ii) any period of incapacity due to pregnancy or for prenatal care; (iii) any period of incapacity or treatment for such incapacity due to a Chronic Serious Health Condition; (iv) a period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective and for which the Eligible Employee or family member must be under the continuing supervision of, but need not be receiving active treatment by, a Health Care Provider (e.g., Alzheimer's, a severe stroke, or the terminal stages of a disease); or (v) any period of absence to receive multiple treatments (including any period of recovery therefrom) by a Health Care Provider or by a provider of health care services under orders of, or on referral by, a Health Care Provider, either for restorative surgery after an accident or other injury, or for a condition that would likely result in a period of incapacity of more than three (3)

consecutive full calendar days in the absence of medical intervention or treatment, such as cancer (chemotherapy, radiation, etc.), severe arthritis (physical therapy), or kidney disease (dialysis).

67. “Covered Active Duty” means (i) in the case of a member of a regular component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country and (ii) in the case of a member of a reserve component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country under a call or order to active duty under a provision of law referred to in section 101(a)(13)(B) of title 10, United States Code.
68. “Covered Servicemember” means (i) a member of the Armed Forces (including a member of the National Guard or Reserves) who is undergoing medical treatment, recuperation, or therapy, is otherwise in Outpatient Status, or is otherwise on the temporary disability retired list, for a Serious Injury or Illness or (ii) a Veteran who is undergoing medical treatment, recuperation, or therapy, for a Serious Illness or Injury and who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during the period of 5 years preceding the date on which the Veteran undergoes that medical treatment, recuperation, or therapy.
69. “Health Care Provider” means one of the following: (i) a doctor of medicine or osteopathy who is authorized to practice medicine or surgery by the state in which the doctor practices; (ii) a podiatrist, dentist, clinical psychologist, optometrist, or chiropractor (limited to treatment consisting of manual manipulation of the spine to correct a subluxation as demonstrated by X-ray to exist) who is authorized to practice in the state and performing within the scope of their practice as defined under state law; (iii) a nurse practitioner, nurse-midwife, clinical social worker, or physician assistant who is authorized to practice under state law and who is performing within the scope of their practice as defined under state law; (iv) a Christian Science practitioner listed with the First Church of Christ, Scientist in Boston, Massachusetts; (v) a health care provider from whom the City or its group health plan’s benefits manager will accept certification of the existence of a Serious Health Condition to substantiate a claim for benefits; or (vi) a Health Care Provider as defined above in (i) through (v) who practices in a country other than the United States and is licensed to practice in accordance with the laws and regulations of that country.
70. “Next of Kin” means, with respect to a Covered Servicemember, the nearest blood relative of that individual, other than the Covered Servicemember’s Spouse, Parent, Son, or Daughter, in the order of priority established by the FMLA regulations.

71. “Outpatient Status” means, with respect to a Covered Servicemember, the status of a member of the Armed Forces assigned to a military medical treatment facility as an outpatient or to a unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care as outpatients.
72. “Parent” means the biological, adoptive, step, or foster father or mother of an Eligible Employee or any other individual who stands or stood in loco parentis to an Eligible Employee when the Eligible Employee was a Son or Daughter.
73. “Serious Health Condition” means an illness, injury, impairment, or physical or mental condition that involves: (i) any incapacity or treatment in connection with inpatient care or (ii) Continuing Treatment by a Health Care Provider.
74. “Serious Illness or Injury” means (i) in the case of a member of the Armed Forces (including a member of the National Guard or Reserves), an injury or illness incurred by a Covered Servicemember in the line of duty on active duty in the Armed Forces (or that existed before the beginning of the member’s active duty and was aggravated by service in line of duty on active duty in the Armed Forces) that may render him/her medically unfit to perform the duties of his/her office, grade, rank, or rating and (ii) in the case of a Veteran who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during the 5-year period described in Subsection (c)(ii), a qualifying (as defined by the Secretary of Labor) injury or illness that was incurred by the member in line of duty on active duty in the Armed Forces (or existed before the beginning of the member’s active duty and was aggravated by service in line of duty on active duty in the Armed Forces) and that manifested itself before or after the member became a Veteran.
75. “Son” or “Daughter” means the biological, adopted, or foster child, stepchild, legal ward, or a child of a person standing in loco parentis, who is either under age 18 or is age 18 or older but incapable of self-care because of a mental or physical disability at the time that FMLA Leave is to commence. However, for purposes of determining whether a person is a Son or Daughter of a Covered Servicemember or is a Covered Servicemember, the age of the person is irrelevant.
76. “Spouse” means the Eligible Employee’s spouse, as determined under the Department of Labor’s FMLA regulations.
77. “Unable to Perform the Functions of the Job” means an Eligible Employee is: (i) unable to work at all; or (ii) unable to perform any of the essential functions of his/her position. The term “essential functions” is borrowed from the Americans with Disabilities Act

to mean “the fundamental job duties of the employment position” and does not include the marginal functions of the position.

78. “Veteran” means a person who served in the active military, naval, or air service, and who was discharged or released therefrom under conditions other than dishonorable.

O. HOLIDAYS:

1. Legal Holidays:

- a. Full-time employees ~~who are present for duty or in a paid leave status on the workday before and the workday after a holiday~~ shall be paid holiday leave for the number of hours they are regularly scheduled to work on the day of the week the holiday is observed. To be eligible to receive pay for an observed holiday, an employee must not have been on “leave without pay” status on any part of the workday prior to or following the holiday.
- b. Police Department personnel are paid for holidays according to department procedures, and the Department Head should be consulted for details.
- c. Shift workers will be paid overtime holiday pay for the time worked on the actual legal holiday at a rate of one and one-half (1 ½) times their regular pay in addition to their regular rate of pay.
- d. If a legal holiday observed by the City falls on Saturday, administrative offices will be closed on the Friday before; if the holiday falls on Sunday, the administrative offices will be closed on the Monday after.

2. Legal holidays observed by the City are:

- | | |
|-----------------------------|-------------------------------|
| New Year’s Day | Columbus Day |
| Martin Luther King, Jr. Day | Veterans Day |
| Presidents Day | Thanksgiving Day |
| Memorial Day | Friday after Thanksgiving Day |
| Juneteenth | Christmas Eve |
| Independence Day | Christmas Day |
| Labor Day | |

P. WELLNESS LEAVE:

1. Wellness leave hours are earned by attending Wellness Committee Training Sessions, completing wellness programs, and winning wellness challenges. Wellness leave may be earned by all full-time and part-time employee types. Wellness leave may be accumulated to a maximum of eighty (80) hours.
2. Wellness leave is scheduled through the Department Heads and can be taken no less than one quarter hour at a time.
3. Wellness leave upon voluntary termination of employment: if two (2) weeks' notice has been given, an employee may receive pay for one half of credited wellness leave. An employee retiring from City service shall receive pay for all credited wellness leave. Retirement from City service shall be recognized when an employee files official retirement paperwork with KPERS or when an employee has completed at least twenty-five (25) years of service with the City. (See Article B, Section II, I, for Pay on Termination.)

Q. DOMESTIC VIOLENCE AND SEXUAL ASSAULT LEAVE:

The City will not discharge, or in any manner discriminate against, an employee who is a victim of domestic violence or sexual assault and who takes time off from work to obtain relief, including restraining orders and other injunctive relief. The employee must be permitted time off to seek medical attention, obtain services from domestic violence programs, or make court appearances related to domestic violence. The employee must give advance notice when feasible. Employee must also provide to the City certain documentation such as a copy of the police report or restraining order within 48 hours of returning from requested time off. The employee may use accrued paid leave or, if paid leave is unavailable to the employee, up to 8 days per calendar year of unpaid leave for these purposes.

R. EXTENDED ABSENCE:

When a full-time or part-time employee takes six (6) months or more of any individual leave or combined types of leave, the employee will be required to pass all pre-employment testing prior to returning to work. If employee is in a position that requires psychological evaluation during the hiring process, employee will also be required to pass a psychological evaluation by the City's psychological doctor prior to returning to work.

When Temporary/seasonal employees do not return to work in any temporary or seasonal position within one (1) year of their last day worked; the employee will be required to pass pre-employment testing prior to returning to work.

SECTION IV - DISCIPLINE

A. AUTHORITY TO DISCIPLINE:

The Mayor, Department Heads, and immediate supervisors shall have the authority to discipline personnel. Each disciplinary action will be based upon the facts and circumstances surrounding the particular case.

B. REPRIMAND:

1. Verbal/Written
2. A copy of all official reprimands will be placed in the employee's personnel file.

C. SUSPENSION:

1. The Department Head (or Mayor if the employee reports directly to the Mayor) shall notify the employee in writing of the reasons for the suspension, number of hours or days of the suspension, the date and time the employee may return to work, if suspension is paid or not paid, and other terms the employee must meet before returning to work.
2. An employee charged with a felony shall be suspended without pay and benefits pending final disposition of the matter or may be terminated from employment if such suspension is likely to last longer than two weeks. If such an employee is found not guilty of the charges or such charges are dismissed, the employee may petition the Mayor in writing for reinstatement of employment and any benefits and pay that may have been lost as a result of a suspension.

D. DEMOTIONS:

1. Employees may be demoted for inability to satisfactorily perform assigned duties, or during periods when it is necessary to lay off employees.
2. All demotions shall require recommendations by the employee's Department Head (or Mayor if the employee reports directly to the Mayor) and approval by the Mayor. Any employee who is demoted will be notified of this fact.
3. See Section II. C. Transfers for clarification on downward transfers not resulting from disciplinary action.

E. EMPLOYEES COMMITTING CRIMINAL OFFENSES:

Any employee arrested and charged with a criminal offense other than a felony is required to report the offense to his/her Department Head within 24 hours and may be suspended without pay pending final disposition of the case. The employee is not entitled to receive any benefits during the suspension period. If the employee is found not guilty of the charges, the charges are dropped, or the case is not taken to trial; said employee may petition the Mayor in writing for reinstatement of any benefits and pay that may have been lost as a result of the suspension. The Mayor shall respond to any such request on a case-by-case basis.

F. DISMISSALS:

THE CITY OF HAYSVILLE IS AN AT-WILL EMPLOYER, AND EMPLOYMENT MAY BE TERMINATED AT THE DISCRETION OF MANAGEMENT OR THE EMPLOYEE WITHOUT PRIOR NOTICE. (See Page B-5 for Pay On Termination.)

G. RETURN OF CITY PROPERTY:

An employee leaving the City's service through resignation, layoff, dismissal, or retirement is responsible for returning all City property. (See Section 1, Article H, Return of City Property)

SECTION V - BENEFITS

A. EMPLOYEE BENEFITS:

1. Purpose: This section generally describes and summarizes various benefits the City makes available to eligible employees. The City continually reviews its benefits programs. These summaries are not exhaustive or all-inclusive, and further information is available in the form of plan descriptions or insurance subscription agreements maintained by the City, which may be reviewed upon request. In the event the information included in this Manual is inconsistent with, or conflicts with, benefit plan documents, the latter documents are deemed controlling.
2. Medical Insurance Coverage: Full-time employees will receive group medical insurance the 1st of the month following a 30-day waiting period. Part-time employees who average at least 30 hours per week, after a one year measurement period, are eligible for medical insurance. A Section 125 Plan is in effect and allows the employee the option to deduct the employee's contribution to insurance from before-tax income. The amount of any such employee contribution may change from time to time as established by the Department Heads.

3. Term Life Insurance: Full-time employees will become eligible to participate in the City's group life insurance plan immediately upon hiring. Effective dates of coverage will depend upon the time required to generate the necessary paperwork and for the insurance carrier to process the application. Certain insurance requirements may disqualify an employee from coverage.
4. Workers' Compensation: The City carries workers' compensation on all employees. All injuries must be reported immediately to the employee's immediate supervisor.
5. Voluntary Retirement Plan: A payroll deduction program is an option of the employee to contribute to a personal retirement fund. Employees may select KPERS 457, a deferred compensation program where the employee's contribution is taken from the gross pay before taxes, or KPERS 457 ROTH, a program where the employee's contribution is taken after taxes.
6. Dental Insurance: Dental Insurance coverage is available through payroll deduction.
7. Employee Assistance Program (EAP): The City contracts with Employee Assistance Consultants (EMPAC) to provide counseling to employees of the City and their families in dealing with any type of personal problem, including but not limited to, alcoholism, drug abuse, financial or legal difficulties, family problems, and other similar difficulties. The program offers confidential services and is designed to encourage early intervention and awareness of such problems and offer help at the earliest opportunities. EMPAC contact information is available on department bulletin boards and from Department Heads, Supervisors, and the Assistant City Clerk.
8. HAC: Each employee receives a free single membership to the Haysville Activity Center. The value of a single membership shall be considered part of the employee's wages for tax purposes. Payroll deduction is available for family memberships. Part Time and Temporary employees are eligible for the HAC benefit. Contract employees do not qualify. Part Time employees must work an average of 5 hours per week to qualify.
9. Vision Insurance: Vision Insurance coverage is available through payroll deduction.

B. RETIREMENT PLAN:

1. Kansas Public Employee Retirement System (KPERS) Benefits: Membership in KPERS is mandatory and begins on the first day of employment for all employees in covered positions. A covered position is one that is not seasonal or temporary and requires at least 1,000 hours of work per year. KPERS members receive benefits in

accordance with state laws and regulations. Employee's required KPERS contributions will be made through a payroll deduction plan. KPERS periodically determines the rates to be paid by both employees and the City. The KPERS plan, in addition to retirement benefits, also provides disability and life insurance benefits.

2. Kansas Police & Fire Retirement System (KP&F) Benefits: All certified full-time police officers regardless of rank, and full-time police officers in training are members of KP&F. KP&F members receive the benefits thereof in accordance with state laws and regulations. Employee's required KP&F contributions will be made through a payroll deduction plan. KP&F periodically determines the rates to be paid by both employees and the City.

SECTION VI - CITY OWNED AND PRIVATE VEHICLES AND EQUIPMENT

A. USE OF CITY OWNED VEHICLES AND EQUIPMENT:

City owned vehicles or City equipment are to be used for City business and use only. No one except employees or elected or appointed officials is permitted to drive City owned vehicles.

Unauthorized use of a City vehicle can result in the suspension or dismissal of any employee with authority or control over such vehicle.

In the event of any accident or damage to equipment, employees are required to take the following action:

1. If a City owned vehicle is involved in any accident, whatsoever, the appropriate police department shall be notified so an investigation can be made before the vehicle is moved;
2. All injuries, equipment damage, or damage to any real or personal property must be reported to an employee's immediate supervisor and Department Head as soon as possible;
3. A City approved incident form must be filled out and submitted to the employee's Department Head and immediate supervisor within 24 hours of the injury, accident, or damage, if circumstances permit. Medical disability may justify waiver of this time deadline by the employee's supervisor or Department Head.
4. An on-duty employee involved in a motor vehicle accident resulting in any damage to any vehicle, and/or an employee involved in a motor vehicle accident resulting in any damage to any vehicle while such employee is operating a city-owned vehicle at any

time, may be subject to a drug and alcohol test as soon as possible after the accident. (See Article A, Section IX, C, 3 – Post-Motor Vehicle Accident Testing.)

Before an employee is permitted to operate a City vehicle, he/she must have a valid driver's license appropriate for operation of such vehicle. Equipment is to be used for City use only; however, work may be exchanged with another governmental unit. This must meet current IRS guidelines.

Use of any tobacco product is prohibited in or on any City vehicle or City equipment regardless of whether or not the vehicle has an enclosed cab. Electronic cigarettes (E-Cig), personal vaporizers (PV), and electronic nicotine delivery systems (ENDS) are also prohibited in or on any City vehicle or City equipment.

Use of mobile electronic devices must not cause driver to be distracted.

B. USE OF PRIVATE VEHICLES AND SUBSISTENCE:

When authorized, officers and employees of the City shall be reimbursed for mileage at a rate equal to that allowed by the State and other expenses incurred while on official City business.

In case of an accident occurring to a personal vehicle while an employee is on City business, the vehicle owner's insurance policy will be required to cover any repairs, but the City will cover the owner's deductible unless the employee is determined to be at fault. If the employee is determined to be at fault, the City assumes no responsibility for any expenses except as required by law.

SECTION VII - DEPARTMENT HEADS

The City Department Heads have the authority and responsibility for administering this policy in their respective departments.

Department Heads are exempt employees and schedule their time to accomplish the requirements of the position.

Department Heads are required to live within thirty miles of City Hall and are appointed by the Mayor.

SECTION VIII - EMPLOYEE SAFETY

It is the operational policy of the City of Haysville that it is possible to effectively combine two goals:

SAFE OPERATION AND HIGH PRODUCTIVITY ON THE JOB.

The requirement of on-the-job safety is as important as the services we render to the public.

The City has a fully integrated safety program covering all its operations, including motor vehicles, that is administered by an employee safety committee. The employee safety committee members work with employees and supervisors to continuously examine operations and activities within each department to ensure the establishment of safe practices, and to eliminate hazardous conditions. Safety is everyone's responsibility, and your cooperation is necessary to help the City and the employee safety committee maintain and improve the City's current safety record. The safety committee shall conduct a safety audit of all City facilities on an annual basis. Such audit shall include soliciting input from employees regarding safety issues and concerns as well as forming recommendations to changes in policies or practices to increase workplace safety.

One member of each City department will serve on the committee, which will meet at least once every two (2) months. The committee shall be chaired by a Department Head. Members of the committee are appointed by the Department Heads and shall serve until replacements are appointed.

SECTION IX - SUBSTANCE ABUSE POLICY

All City of Haysville employees are expected and required to report to work on time and in appropriate mental and physical condition, free from the effects of drugs and alcohol.

The unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, other than a controlled substance dispensed as a prescription by a physician for such City employee, on City premises or while conducting City business off City premises is absolutely prohibited. Violations of this policy will result in disciplinary action including the possibility of termination, and may result in criminal prosecution.

Employees needing help in dealing with substance abuse problems are encouraged to seek assistance and use health insurance plans as may be appropriate.

The City of Haysville employees must, as a condition of employment, abide by the terms of the policies and procedures concerning drug and alcohol abuse and promptly report any conviction under a criminal drug statute for violations occurring on or off City premises. Such report of a conviction must be made within five (5) days after the conviction. (This requirement is mandated by The Drug Free Workplace Act of 1988.)

A. PURPOSE:

1. The City has a reasonable right to expect its employees to report for work fit for duty, free from the effects of drug and/or alcohol use.
2. The City recognizes that an employee's physical condition affects job performance and that drug abuse ranks as one of the major health problems in our society. It is the intent of this policy to express the City's viewpoint on drug use exhibited by

behavioral/medical disorders, to encourage an enlightened viewpoint toward these disorders and to provide guidelines for consistent handling of situations arising from such disorders.

B. DEFINITIONS:

1. Alcohol: Alcohol is a drug. It is a central nervous system depressant. Alcohol is the major intoxicating ingredient in wine, beer, and distilled liquor. It is the product of distillation of any fermented liquid, whether rectified or diluted whatever the original, and includes synthetic ethyl alcohol.
2. City Business: Any work related function of an employee performed in accordance with such employee's job duties while such employee is being compensated by the City in any manner, or will request reimbursement from the City for undertaking/participating in the act. Unlawful acts or acts in violation of this policy are not City Business.
3. Controlled Substance: Any substance included under the Uniform Controlled Substances Act of the State of Kansas or so defined by Federal law.
4. Designated Employer Representative (DER): is the point of contact for the City's Designated Testing Facility. This representative will make appointments for the testing, and will receive the test results and other communications for the employer (Consistent with the requirements of 49 CFR part 40). The Designated Employer Representative for the City of Haysville shall be the City Clerk.
5. Drug: Any chemical substance, which produces physical, mental, emotional or behavioral changes in the user.
6. Drug and Alcohol Testing: Procedures utilized to detect the presence in an employee's system of alcohol, drugs, controlled substances, illegal drugs, or intoxicating substances. Such testing may include, but is not limited to, urinalysis, breath analysis, hair analysis or blood testing.
7. Illegal Drugs: Means drugs or controlled substances that are (1) not legally obtainable or (2) legally obtainable but not obtained or used in a lawful or prescribed manner, including but not limited to, cocaine, marijuana, opiates, amphetamines, and phencyclidine (PCP); prescription drugs that are not lawfully obtained or not properly utilized; and mind-altering or addictive substances such as glue and peyote that are not sold as drugs or medicines but are used for the mind- or behavior-altering effect.

8. Intoxicating Substance: Any substance which produces physical, mental, emotional or behavioral changes. Examples of intoxicating substances include, but are not limited to, controlled substances, legal and illegal drugs, alcohol, and legal substances used for their intoxicating effects such as glue and paint thinner.
9. Legal Drugs: Legally prescribed drugs and non-prescription medications are not generally prohibited. However, the use of any substance which carries a warning label that indicates that mental functioning, motor skills, or judgment may be adversely affected must be reported to a supervisor prior to undertaking any task indicated by the warning label. The misuse or abuse of legal drugs, including prescription drugs, while performing job functions is prohibited.
10. Possession: Having in one's possession or exerting control over a controlled substance which is not obtained either directly from a doctor or pharmacist using a valid prescription, or having controlled substances, the possession or use of which is unlawful pursuant to the laws of the State of Kansas or any federal law or regulation. Possession also includes having or exerting control over, on City premises and without proper authority, drugs, illegal drugs, alcohol and intoxicating substances when such intoxicating substances are intended for use as intoxicants.
11. Prescription Drugs: A legally prescribed drug means that the employee has a prescription or other written approval from a physician for the use of a drug in the course of medical treatment. It must include the patient's name, the name of the substance, quantity/amount to be taken, and the period of authorization. In addition, all law enforcement officers and any employee who operates any vehicle as part of their job duties must obtain a written release from a licensed medical practitioner authorizing the person to perform their job duties while taking any prescription that carries a warning indicating that it may potentially impact such employee's ability to perform job duties. Other employees may be required to obtain such a release at the discretion of the employee's supervisor.
12. Reportable Incidents: A reportable incident is:
13. Any event in which an on-duty employee is involved in a motor vehicle accident resulting in any level of property damage to any vehicle involved,
14. Any event in which an employee is involved in a motor vehicle accident resulting in any level of property damage to any vehicle while operating a city-owned vehicle,
15. Any event in which another individual suffers physical injury as the result of an employee, and

16. Any event involving physical injury to an employee.
17. Test Refusal: Any of the following may be construed as a test refusal:
18. Refusing to provide specimen. This includes an insufficient volume of urine without a valid medical explanation.
19. Tampering with, adulterating, or substituting a specimen.
20. Failure to appear for testing upon notification.
21. Leaving the scene of an accident without just cause prior to submitting to a test.
22. Leaving collection facility prior to test completion.
23. Failing to permit an observed or monitored collection when required.
24. Failing to take a second test when required.
25. Failing to undergo a medical examination when required.
26. Failing to cooperate with any part of the testing process.
27. Failing to sign a consent or drug/alcohol test form.
28. Once test is underway, failing to remain at site and provide a specimen.
29. Under the Influence of Alcohol: As a result of the consumption of alcohol an employee's ability to perform the job is impaired to any degree. For the purpose of this definition, a blood alcohol level of .08% by weight (0.02% if under 21, and .04% if operating a CMV) shall be considered to be sufficient to establish that an employee is under the influence to a degree that law enforcement shall be notified to determine if any unlawful act was carried out by such employee.
30. Under the Influence of Prescribed Drugs, Illegal Drugs, Controlled Substances, Over the Counter Substances or Other Intoxicating Substances: As a result of the consumption, inhalation, injection or other use of any substance, or the use of any substance in combination with alcohol, an employee's job performance is impaired to any degree.

C. TESTING PROTOCOL AND PROCEDURES:

To promote a drug and alcohol free workplace, the City will utilize drug and alcohol testing to promote the goals of the substance abuse policy. Prior to testing, the person tested will be asked to

sign a Chemical Screen Consent and Release Form. An applicant who refuses to sign such a form shall not be further considered for employment. An employee who refuses to sign such form shall not be tested, but shall be immediately subject to discipline up to and including termination of employment.

1. Testing will occur as follows:
2. Applicant Testing. Each applicant shall read the substance abuse policy and complete, sign and date a chemical screening consent and release form. All applicants for employment with the City who receive a conditional offer of employment will be required, as a condition of employment, to successfully complete a drug detection test. Any conditional offer of employment will be withdrawn unless the applicant signs the form and submits to the testing procedure. Each applicant tested shall be notified of the time and location of the test. Applicants who refuse to participate in a screening at the scheduled time will be denied employment. Any such applicant tested who fails to successfully complete this testing shall not be eligible to reapply to work at the City for a period of 1 year.
3. Reasonable Cause Testing For Employees. Employees may be asked to submit to a test if reasonable cause exists to indicate their health or ability to perform work is impaired. Factors which may establish such reasonable cause to believe that an employee's work performance is impaired include, but are certainly not limited to:
 4. Sudden changes in work performance;
 5. Repeated failure to follow instructions or operating procedures;
 6. Violation of city safety policies;
 7. Involvement in an accident or near accident;
 8. Discovery or presence of illegal drugs or controlled substances, drug paraphernalia or alcohol in an employee's possession or near the employee's workplace;
 9. Odor, on or about an employee's person of alcoholic beverage and/or residual odor peculiar to some chemical or controlled substances;
 10. Unexplained and/or frequent absenteeism or tardiness;
 11. Personality changes or disorientation;

12. Arrest or conviction for violation of a criminal drug or alcohol law, or for driving under the influence of an intoxicating substance whether on or off duty;
13. Any serious worker's compensation injury; OR
14. Any other circumstances, which, in the City's sole discretion, merit reasonable cause testing.

If a Supervisor, Department Head, or the Chief Administrative Officer believes reasonable cause exists for drug/alcohol testing, or has a reasonable cause that an employee may be impaired or using substances, the supervisory individual shall direct the employee to submit to drug/alcohol testing at the City's designated time and expense. The employee shall sign a Physical/Drug Screen Request Form. The employee will not return to work until the test results have been reviewed by the Department Head or Chief Administrative Officer.

15. Post-Motor Vehicle Accident Testing. An on-duty employee involved in a motor vehicle accident resulting in any damage to any vehicle, and/or an employee involved in a motor vehicle accident resulting in any damage to any vehicle while such employee is operating a city-owned vehicle at any time, may be subject to a drug and alcohol test as soon as practicable after the accident. Accidents determined by the scene supervisor to be no fault of the employee will not require the employee to be tested. Any employee who is seriously injured and cannot provide a specimen at the time of the accident shall be required to provide the necessary authorization for obtaining hospital or treatment records and other documents that would indicate whether there were any substances in the employee's system that could have impaired the employee's ability to safely operate a vehicle.
16. Return to Service Testing. Employees who return to service after an extended time (six months or longer) away from employment with the City will be required to submit to drug testing.
17. CDL additional requirements. Employees already employed by the City who seek to transfer into a job position that requires them to have a Commercial Driver's License must complete a drug/alcohol test prior to such job transfer taking effect. Upon receipt of a negative test, the employee may perform those functions that require the CDL. Details of pre-employment testing and exemptions can be found in 49 CFR, part 382.301.

The City must request alcohol and controlled substances information from previous employers in accordance with the requirements of 49 CFR, parts 40,

382.413 and CFR 391.23 (e). Applicants offered a position requiring a CDL and employees seeking transfer to a position requiring a CDL must sign release of information forms allowing the City to receive alcohol and controlled substances information from previous employers.

18. Random Testing
19. All drivers that perform CDL functions as a normal part of their job are subject to random drug and alcohol testing.
20. Random testing will be unannounced and unpredictable; spread reasonably throughout the calendar year. Testing will be conducted at all times of the day when CDL functions are performed.
21. Employees are required to proceed immediately to the collection site once notified of testing.
22. Drug and/or alcohol tests will be conducted while the employee is on duty.
23. The list of employees selected will be retained by the DER in a secure location.
24. Details of the random testing process can be found in 49 CFR, part 382.305.
25. Other Testing Programs. Employees may be required to submit to drug and alcohol testing when required by federal or state law or regulation. If an employee is charged with or convicted of a drug-related crime, or a crime in which drugs/alcohol were a contributing factor, the City may investigate the circumstances and require a drug test.

REFUSAL TO TAKE ANY DRUG OR ALCOHOL TEST IN CONFORMANCE WITH THIS POLICY IS GROUNDS FOR IMMEDIATE DISCIPLINARY ACTION UP TO AND INCLUDING TERMINATION OF EMPLOYMENT.

D. TESTING OF EMPLOYEES:

Test and Post-Test Procedures and Appeals. This section describes testing and post-test procedures regarding the City's drug/alcohol testing program.

1. Types of Tests. Generally, drug or alcohol screening of applicants or employees will include a urinalysis and may also include breath analysis, hair analysis and/or blood testing. The City's drug testing program is designed to identify, through chemical testing (but is not limited to), the presence/use of the following drug groups: alcohol; amphetamines; barbiturates; cocaine/metabolite; methaqualone; phencyclidine (PCP); opiates; benzodiazepines; and cannabinoids (THC, the active ingredient of marijuana).

These groups were selected based on known abuse in the community and the ability of each substance to adversely affect physical/mental performance. As new or existing drugs develop into abuse problems, they shall be included in the testing when technically and financially feasible.

2. All drug/alcohol testing shall be done at a city designated facility.
3. An employee shall be informed of the testing result by a designated representative of the City. All testing results will be kept confidential in conformance with the City's personnel policies, applicable provisions of State and Federal law. The release of such results shall be allowed when necessary for administrative or judicial action or review. Testing results may have a reduced expectation of privacy as part of request for review of a disciplinary action by the employee, as such request necessitates providing the information to additional individuals to utilize in the review of the evidence.
4. Employees with negative test results following a random test, return to work test, or CDL test are expected to return to their place of employment. Applicants and employees tested based on some level of cause will be contacted by a representative of the City.
5. All positive test samples shall be retained by the testing laboratory for one (1) year, or such longer period as is necessitated by administrative or legal action. A confirmed positive test shall result in rescission of any conditional offers of employment for applicants, and disciplinary action up to and including termination for employees. An employee will be provided an opportunity to explain any positive results. In addition, an employee with a confirmed positive test result may, at their own option and expense, have a second confirmation test made on the same specimen at a laboratory of the employee's choice that has been approved by the City. An employee or applicant shall request such retest within thirty days of being notified of the original test results. The laboratory used for the retest shall have chain of custody procedures to ensure proper identification, labeling and handling of test samples and proper exchange with the return of the samples of the original medical group or laboratory. The employee may be placed on unpaid leave during the pendency of such retest. Following review of the appeal process, a final determination will be made by the appropriate authority. Due to the transient nature of most substances within the human body, and to avoid fraud, an employee will not be allowed to submit another specimen for testing.
6. Employees who seek treatment of an impairment issue, may be placed on suspension without pay awaiting pending testing results *following an initial confirmed positive*

result, may be placed on suspension without pay if necessary during the time required for such specimen to be evaluated.

E. EXCEPTION FOR PRESCRIBED MEDICAL USAGE:

The legal use of drugs or controlled substances shall not subject an employee to disciplinary action, or an applicant to denial of employment, if that usage is pursuant to prescribed medical treatment by a licensed medical professional, and it will not/does not adversely affect job performance. Medications specifically warning against operation of vehicles/machinery while under the influence of such medication shall be deemed detrimental to job performance, and may subject an employee to disciplinary action if such employee operates City vehicles/machinery while taking a prescription for such medication unless and until the City is provided with notification from a licensed physician that such medication is safe for such employee to use while operating such vehicle/machinery. An employee or applicant whose drug test is positive shall be given the opportunity to provide a physician's report or statement substantiating the prescribed and lawful use of the drug indicated or detected.

If the use of prescribed drugs adversely affects the employee's job performance and/or is detrimental to the public trust or safety of other employees or citizens, the employee shall be reassigned to an alternative position or placed on a leave of absence. Leaves of absence may be paid or unpaid, and will be used only in accordance with current policies and applicable law.

F. INVESTIGATION:

To ensure that illegal drugs and alcohol do not enter or affect the workplace, the City reserves the right to take the following actions:

1. City management may at any time, in support of upholding the requirements of this policy, conduct an administrative search, review or inspection of any City property assigned to any employee, including City vehicles, desks, cellular telephones and computers, including all electronic mail, internet usage logs and electronic documents. If any evidence of criminal activity is discovered during an administrative search, such search will be immediately terminated and law enforcement will be notified.
2. City management may request an investigation by law enforcement of any set of facts that suggest a crime may have occurred upon or involving city property.

G. DISCIPLINARY ACTION:

1. Any employee engaging in the use of alcohol while on city business or who reports for duty under the effects of alcohol will be removed from the workplace, required to undergo testing and may be disciplined up to and including termination. This provision, however, shall not apply to law enforcement officers whose use of alcohol is

necessitated by current undercover assignment. However, this exception shall not apply to a law enforcement officer who reports for duty under the influence of alcohol, regardless of assignment.

2. Any employee engaged in the use, possession, purchase, sale, or transfer of any illegal drug while on city property or while on city business will be removed from the work place, required to undergo testing, and may be disciplined up to and including termination and may be subject to criminal investigation and/or prosecution. This includes prescription drugs, unless the individual has been given a valid prescription by a medical professional for such drug.
3. If an employee is arrested or convicted for driving under the influence of alcohol and/or drugs, or for violation of a drug statute (while on or off duty/city business), the city may utilize the drug and alcohol testing procedure and conduct an investigation. If evidence supports a finding that such employee violated a City policy or a federal, state or local law, City administrative personnel will determine the appropriate course of action. The employee may be disciplined, up to and including termination.
4. As a condition of employment, an employee agrees that at any time while employed by the City, the employee shall notify the City's Designated Employee Representative (DER) of any DUI arrest, drug-related conviction or for any plea of guilty, *nolo contendere*, diversion or suspended imposition of sentence that has been entered on a drug or alcohol related charge. The employee must give notice in writing to the City within five (5) days after such arrest, conviction, AND disposition of charge. If a sentence is imposed for such act that makes it impossible for an employee to carry out their job duties, such employee shall be terminated from employment.
5. The City will not hire any applicant who tests positive for illegal drugs or alcohol. Such persons shall be prohibited from employment with the City for one (1) year. Applicants who have reapplied shall be subjected to a new drug screening prior to being reconsidered for employment.
6. Any city employee who is involved in a reportable incident shall be subject to an investigation. Any city employee who is involved in an incident involving drugs and/or alcohol, whether on or off duty, is subject to investigation to determine whether job related issues are associated with such incident. Employees may be directed to undergo drug or alcohol detection tests. An employee who refuses to participate in a required drug or alcohol detection test will be subject to discipline, up to and including termination.

7. The City reserves the right, in lieu of discipline, to refer an employee who tests positive for drugs and/or alcohol to an appropriate rehabilitation program. Such referral will require the employee, as a condition of continued employment with the city, to participate in such rehabilitation program. Participation in such a program may require leave from employment, which must meet the requirements of one of the City's existing leave policies. Participation in such program shall not alter or amend the employee's status as an employee at will. The City and the employee can still terminate the employment relationship at any time, with or without cause, and with or without advance notice. Following completion of such rehabilitation program, the employee shall be subject to periodic drug and/or alcohol testing for as long as necessary depending upon job duties.
8. All illegal substances discovered during an investigation of possible improper drug and/or alcohol use by city employee will be given to the appropriate law enforcement agency. Criminal prosecution may result.
9. The verified use, sale, possession, transfer, or distribution of a narcotic, intoxicating substance, any illegal drug, or alcohol while an employee is on duty, in a city vehicle, or in city uniform will subject said employee to disciplinary action, up to and including termination. Any such activity shall also be reported to the appropriate law enforcement agency. Criminal prosecution may result.
10. If an employee believes a Supervisor is under the influence of drugs and/or alcohol, the employee shall report the incident to the Supervisor's immediate superior, or to the Chief Administrative Officer. If the employee feels that reporting such an incident in this manner would adversely affect their working relationships or conditions, the report may be made to the Chief Administrative Officer. The Reporting Employee shall identify themselves to the Chief Administrative Officer or immediate Supervisor. The identity of the Reporting Employee shall be kept confidential to the extent possible, however, a Reporting Employee's name may be disclosed if a grievance or litigation proceeding results. Any allegations of retaliation against a Reporting Employee shall be handled under the City of Haysville's Non-Harassment Policy

This substance abuse policy is intended to be, and is, a unilateral expression by the City of the general policies, procedures and guidelines concerning substance abuse. It is not intended to, and does not, create any contractual rights of employment, either express or implied, between the City and its employees. The policy does not change the employment at will relationship between the City and its employees. Either the City or an employee may terminate the employment relationship at any time, with or without cause, and with or without advance notice.

As with all its policies and procedures, the City reserves the right to change the provisions of the substance abuse policy at any time, with or without notice.

H. CDL SPECIFIC PROCEDURES:

Where this section conflicts with other sections of the Substance Abuse Policy, the more stringent of the two sections shall govern.

1. General

The Department of Transportation (DOT), Federal Motor Carriers Safety Administration (FMCSA) requires the City of Haysville (hereinafter “the City” to establish a drug and alcohol testing program designed to help prevent accidents and injuries resulting from the misuse of alcohol or use of controlled substances by drivers of commercial motor vehicles (CMV). The purpose of this policy is to comply with all regulations which require affirmative action by the City to eliminate the impact of the use of controlled substances and misuse of alcohol in the workplace.

2. This policy applies to any employee of the City who holds a Commercial Driver’s License (CDL) and uses that license to operate a commercial motor vehicle. 49 CFR, part 382.107 defines these vehicles as a motor vehicle or combination of motor vehicles used in commerce to transport passengers or property if the motor vehicle:

3. Has a gross combination weight rating of 26,001 or more pounds inclusive of a towed unit with a gross vehicle weight rating of more than 10,000 pounds; or

4. Has a gross vehicle weight rating of 26,001 or more pounds; or

5. Is designed to transport 16 or more passengers, including the driver; or

6. Is of any size and is used in the transportation of materials found to be hazardous for the purposes of the Hazardous Materials Transportation Act (49 U.S.C. 5103(b)) and which require the motor vehicle to be placarded under the hazardous Materials Regulations (49 CFR Part 172, Subpart F)

7. Testing Procedures. All testing conducted under this policy will follow the procedures as set forth in 49 CFR, parts 40 and 382.

8. Test Refusal

For the purposes of testing and refusals, the following guidelines shall be followed:

9. Behavior that Constitutes a Refusal to Test.

10. Refusing to provide specimen. This includes an insufficient volume of urine without a valid medical explanation.
11. Tampering with, adulterating, or substituting a specimen.
12. Failure to appear for testing upon notification.
13. Leaving the scene of an accident without just cause prior to submitting to a test.
14. Leaving collection facility prior to test completion.
15. Failing to permit an observed or monitored collection when required.
16. Failing to take a second test when required.
17. Failing to undergo a medical examination when required.
18. Failing to cooperate with any part of the testing process.
19. Failing to sign Step 2 of the alcohol test form.
20. Once test is underway, failing to remain at site and provide a specimen
21. No driver shall refuse to submit to an alcohol or controlled substance test required by 49 CFR, parts 40 and 382.
22. Tests Required
23. Post-Accident testing for CMV operators.
24. As soon as practicable following an accident, the driver of a commercial motor vehicle, operating on a public road in commerce, must be tested for alcohol and controlled substances under certain conditions.
25. Alcohol testing must be conducted if a driver receives a citation for a moving violation within 8 hours of the accident.
26. Drug testing must be conducted if a driver receives a citation for a moving violation within 32 hours of the accident.
27. The driver who is subject to post-accident testing shall remain readily available for such testing (meaning that the employer knows where the driver is) or may be deemed by the City to have refused to submit to testing.

28. Nothing in this section shall be construed to require the delay of necessary medical attention for injured people following an accident or to prohibit a driver from leaving the scene of the accident for the period necessary to obtain assistance in responding to the accident, or to obtain necessary emergency medical care.
29. Details of post-accident testing and exemptions can be found in 49 CFR, part 382.303. The following chart defines when an accident has occurred and when testing must take place.

Type of Accident Involved	Citation Issued to the CMV Driver	Test Must be Performed by Employer
Human Fatality	Yes	Yes
Human Fatality	No	Yes
Bodily Injury With Immediate Medical Treatment Away From the Scene	Yes	Yes
Bodily Injury With Immediate Medical Treatment Away From the Scene	No	No
Disabling Damage to Any Motor Vehicle Requiring Tow Away	Yes	Yes
Disabling Damage to Any Motor Vehicle Requiring Tow Away	No	No

30. Handling of Test Results, Confidentiality
31. Access to records.
32. Except as required by law or expressly authorized by release by an employee, the City will not release driver information that is contained in records required to be maintained under 49 CFR, parts 40 and 382.
33. A driver is entitled, upon written request, to obtain copies of any records pertaining to the driver's use of alcohol or controlled substances, including any records pertaining to his or her alcohol or controlled substances tests.
34. A driver's testing records will be made available to a subsequent employer upon receipt of a written request from the driver.

35. The City may disclose information required to be maintained pertaining to a driver to the decision maker in a lawsuit, grievance, or administrative proceeding initiated by or on behalf of the individual (including, but not limited to, a worker's compensation, unemployment compensation, or other proceeding relating to a benefit sought by the driver), and arising from a positive DOT drug or alcohol test or a refusal to test (including, but not limited to, adulterated or substituted test result).
36. Consequences for Operating a Vehicle in a Prohibited Manner
37. Operators who refuse an alcohol test following a driving related event will be subject to termination under the insubordination provisions of this personnel manual.
38. Operators who test positive for alcohol following a driving related event will be subject to termination if the amount of alcohol within such employee's system is prima facie grounds for criminal action, under the prohibition against criminal conduct on duty provisions of this personnel manual.
39. Operators who test positive for any amount of alcohol within their system following a driving related event in which any person, including the operator, suffered an identified injury will be subject to discipline up to and including termination for unsafe operation of a vehicle.
40. Operators who test positive for any amount of alcohol within their systems following a driving related event will be subject to termination if the event was a second or subsequent act of violation of the prohibition against use of alcohol within the scope of employment as set forth within this policy.
41. Operators who test positive for any amount of alcohol within their systems who have been involved for the first time in a minor traffic event resulting in damage of \$500 or less with no harm to themselves or another individual may be given an opportunity to retain his or her employment, provided they:
 42. Participate in an evaluation by EMPAC, and
 43. Actively participate in and successfully complete any EMPAC recommended evaluation/rehabilitation program, and
 44. Receive a verified negative test result on a return-to-duty test, and
 45. Retain all of the licenses and qualifications necessary for the job position.

46. All costs associated with the evaluation and rehabilitation program are the responsibility of the employee.
47. Employees should consult their health insurance policy for extent of nervous, mental and substance abuse coverage.
48. A second positive test whether it indicates a drug or alcohol policy violation, will result in immediate termination of employment.
49. The City may impose such additional disciplinary actions as deemed appropriate. This may include removal from performing covered functions, suspension (with or without pay), or termination.

SECTION X - NON-HARASSMENT POLICY

The City supports the rights of all its employees to work in an environment free from all forms of harassment, including harassment on the basis of race, color, religion, gender, national origin, veteran status, age, disability or any other protected category. Harassment of any kind will not be tolerated; employees have the obligation to report all incidents of harassment, and those reports will be promptly and thoroughly investigated. Any employee who has engaged in harassing conduct will be subject to immediate discipline, up to and including immediate termination.

1. Harassment is verbal, written or physical conduct that denigrates or shows hostility or aversion toward others and which creates an intimidating, hostile or offensive working environment; unreasonably interferes with an individual's work performance; or otherwise adversely affects an individual's employment opportunities.
2. Examples of workplace harassment can include group harassment, peer to peer harassment, supervisor to subordinate harassment, and situations where a subordinate employee subjects a supervisory-level employee to harassment. These can include, but are not necessarily limited to:
3. Slandering, ridiculing, or maligning a person or his or her family; persistent name calling that is hurtful, insulting or humiliating; using the person as a butt of jokes; abusive and offensive remarks.
4. Nonverbal threatening gestures; glances conveying threatening messages.
5. Socially or physically excluding or disregarding a person in work-related activities.

6. Persistent or constant criticism in front of other persons (including co-workers, vendors, contractors or members of the public) for the purpose of humiliating another employee.
7. Pushing, shoving, kicking, poking, tripping, assaulting or the threatening of physical assault, damage to a person's work area or property.
8. Tampering with an employee's personal belongings or work equipment.
9. Invasion of privacy, such as spying, stalking, rummaging through personal belongings (including unauthorized access of personal email and contents of personal cell phones and employee-owned personal digital assistants). NOTE: an employee has no expectation of privacy in any items of personal equipment attached to the City's network devices.
10. Making up arbitrary rules applying only to the targeted employee.
11. Assigning undesirable work as punishment.
12. Managing by threat and intimidation.
13. Giving tasks with unreasonable, impossible or constantly changing objectives and or deadlines.
14. Removing key areas of responsibility and / or replacing them with more trivial or unpleasant tasks for no business related reason.
15. Taking credit for another employee's work.
16. Falsely accusing an employee of making errors.
17. Undermining or deliberately impeding an employee's work.
18. Reporting Incidents of Harassment. Again, the City prohibits harassment of any kind. Immediately report any incidents of harassment to one of the individuals listed below.
19. Employee's immediate supervisor;
20. Employee's Department Head;
21. Other supervisory personnel regardless of the department.

In departments that operate 24 hours per day / 7 days a week or outside of the 8 a.m. to 5 p.m., Monday through Friday work week, employees can report any incidents of harassment to one of the above individuals 24 hours per day / 7 days per week.

Reports of harassment involving any of the above listed persons shall not be reported to that person; instead, make the report to one of the other persons identified. The City does not retaliate against, and does not tolerate retaliation against, those who report harassment in good faith, or those who cooperate with harassment investigations. Complaints must include detailed information concerning the harassing conduct; the names of all persons involved; the names of any witnesses; and any other information deemed helpful to an investigation.

All reports will be treated, to the extent possible, confidentially and will be promptly investigated. Employees are required to cooperate in these investigations and shall be subject to discipline, including termination of employment, for failing to cooperate. If the result of the investigation indicates that corrective action is called for, such action will be taken in accordance with the seriousness of the event and may include disciplinary measures up to and including immediate termination of the offender. When an investigation is complete, involved employees will be informed of the results. Failing to report harassment will subject employees to discipline, up to and including termination from employment.

22. Sexual Harassment. Sexual harassment is expressly prohibited. The City defines sexual harassment as:
23. Unwelcome sexual advances, requests for sexual favors, and other verbal, visual, physical or written conduct of a sexual nature. Sexual harassment also includes, but is not limited to, the following acts, whether committed by City officials, employees, or other persons on City premises but not employed by the City, including citizens and visitors:
24. Unwelcome flirtations;
25. Unwelcome sexual advances or propositions;
26. Verbal abuse of a sexual nature;
27. Subtle pressure or requests for sexual activities;
28. Unnecessary touching of an individual;

29. Graphic or vulgar commentaries about a person's physical appearance, body, or clothing;
30. Sexually degrading words used to describe a person;
31. Physical assault or battery;
32. Verbal harassment or abuse;
33. Accusations of sexual preference;
34. Demands for sexual favors, including demands accompanied by express or implied promises or threats concerning an individual's employment status;
35. Conditioning any term or benefit of employment upon sexual favors;
36. Sexual slurs or innuendoes;
37. Suggestive or insulting sounds;
38. Touching, leering, whistling, and obscene gestures;
39. Displaying derogatory or offensive posters, cartoons or drawings; and,
40. Any other conduct that unreasonably interferes with an employee's performance of his or her job that creates an intimidating, hostile or offensive working environment, or otherwise adversely affects an individual's employment opportunities.
41. Generally speaking, there are two types of sexual harassment: (1) quid-pro-quo harassment, which involves an express or implied suggestion that a term/condition of employment is, or may be, contingent upon sexual activities or favors, and (2) hostile environment, which involves sexually-harassing conduct that is so severe or pervasive that it creates a hostile working environment. Sexual harassment occurs when the conduct described above may:
42. Be construed as being a term or condition of an individual's employment, i.e., when supervisor or other employee threatens or insinuates, either explicitly or implicitly, that another employee's or applicant's refusal to submit to sexual advances or demands will adversely affect that person's employment in any way, or when the employee's or applicant's agreement to submit to sexual advances or demands will positively affect that person's employment in any way;

43. Be used as a basis for making employment decisions affecting an employee or applicant, depending upon the employee's or applicant's submission to, or rejection of, improper conduct; and
44. In purpose or effect, substantially interfere with an employee's work performance or create an intimidating, hostile, or offensive working environment.

Employees are reminded to report all instances of harassment by non-employees. These reports are to be made in the same way as all other reports of harassment.

Again, the City prohibits, and will not tolerate, harassment. Any City official or employee who engages in harassment shall be subject to immediate discipline, up to and including immediate termination of employment. All incidents of harassment shall be reported immediately to one of the following individuals: 1.) employee's immediate supervisor; 2.) employee's department head; or 3.) Other supervisory personnel regardless of the department. Reports of harassment involving any of these persons shall not be reported to that person; instead, make the report to one of the other persons identified. The City does not retaliate against, and does not tolerate retaliation against, those who report harassment in good faith, or those who cooperate with harassment investigations.

SECTION XI - GRIEVANCE PROCEDURE

A. PURPOSE:

The purpose of the Grievance Procedure is to allow employees the opportunity to discuss and appeal certain employment disciplinary actions.

B. ELIGIBILITY:

Only those employees in regular full-time positions and who have successfully completed any and all training periods are eligible to file a grievance under the Grievance Procedure.

C. BASIS FOR GRIEVANCE:

1. Eligible employees may file grievances for the following reasons:
2. Disciplinary Action
3. Demotion
4. Disciplinary Probation
5. Suspension of More Than Three Days

6. Complaints alleging harassment due to an employee's race, color, religion, gender, national origin, veteran status, age, disability or other protected characteristic shall be filed in accordance with the City's Non-Harassment Policy. Further, employees shall not utilize this procedure to file grievances relating to:
7. Federal and state statutes not associated with the above listed basis for grievance;
8. Policies and ordinances enacted by the Governing Body; or
9. Matters where the employee has no direct employment interest.

D. GENERAL PROVISIONS:

1. Any hearing pursuant to this grievance procedure shall be conducted at a time and place that will afford a fair and reasonable opportunity for all persons, including witnesses, entitled to be present to attend. Only those persons specifically called by the grievance board will be allowed to attend any portion of the hearing.
2. Grievances arising from the action of an elected official or supervisory employee other than the immediate supervisor of the employee can be initiated with the employee's Department Head at Step 2 of the Grievance Procedure below.
3. Appeals of involuntary demotions, disciplinary probations, or suspensions of three or more days shall be initiated directly at Step 3 of the grievance procedure by submitting the written grievance directly to the City Clerk.
4. Details of grievances and grievance proceedings shall be accorded the same level of confidentiality afforded to other personnel records.
5. An employee shall not be retrained, discriminated against or subject to any retaliation as the result of the filing of a grievance or testifying in a grievance hearing.
6. At no time shall an employee take a grievance of any kind directly to a member of the Governing Body; to do so, shall be a separate violation of personnel policy and will subject the employee to disciplinary action up to and including termination.

E. GRIEVANCE PROCEDURE:

1. Step 1

Within five working days of the time that the employee knew or reasonably should have known of the grounds for grievance, the employee shall orally present the grievance to his/her immediate supervisor. The supervisor shall orally respond to the

aggrieved party within five working days after the presentation of the grievance. The supervisor shall document, in writing, both the grievance and response. This documentation shall contain the signature of both the supervisor and the employee presenting the grievance.

2. Step 2

If the grievance is not resolved at Step 1, the employee may file the grievance, in writing, with the Department Head. Such filing shall be within five working days after receiving an oral response from the immediate supervisor.

The written grievance shall contain the following information:

3. Name of the employee or group of employees involved;
4. Facts giving rise to the grievance;
5. Identification of administrative regulations or policies at issue;
6. The contention of the employee (grievant) with respect to the grievance;
7. Decision of the grievant's Supervisor;
8. Specific relief requested.

The Department Head shall present a written response to the grievant within five working days of the receipt of the grievance.

9. Step 3

If the grievance is not resolved at Step 2, within five working days of the receipt of the decision from the Department Head the grievant shall notify the City Clerk of the grievant's decision to file an appeal. Notification shall include all documents set forth in Step 2 above, the Department Head's written response to the grievance, as well as any other information relevant to determining the outcome of the grievance including a complete list of all witnesses to the grieved action. The City shall initiate the process to convene a grievance board hearing, including notification to the Department Head to submit all relevant evidence and a witness list in support of his/her decision that is under appeal.

The grievance board shall be established by the Mayor and shall consist of three members as follows: One member shall be chosen by the grievant; one member shall

be a non-supervisory employee chosen by the Mayor; and one member shall be a supervisory employee chosen by the Mayor. No board member shall be: 1.) from the same department as the grievant filing the grievance; 2.) a witness to, or party to the grievance; 3.) an immediate family member to any of the parties involved; or 4.) A Department Head. All board members shall be active, regular full-time city employees.

All members of the grievance board shall be notified by the City Clerk of their appointment to the board and the time, date, and location of the initial meeting. At the initial meeting, board members shall be given an orientation and outline of duties by the City Clerk and City Attorney and shall be informed of the confidentiality of the proceedings. Also during the initial meeting the following items shall be addressed:

10. Establish date/location of the hearing;
11. Review the written record;
12. Develop a witness list of individuals requested by the parties;
13. Notify the City Clerk to issue notices to appear to all witnesses.

The hearing shall be quasi-judicial, and neither party shall be bound to strictly follow the rules of evidence, other than limiting the evidence presented to information relevant to determining the outcome of the grievance. Examination of any witnesses shall be limited to the members of the grievance board, although both parties may be present. This shall not be a hearing of record.

Within five working days of the close of the hearing the grievance board shall prepare a written finding of facts and a recommendation that will be forwarded to the Chief Administrative Officer for consideration. All evidence presented to the hearing board shall be maintained with the finding of facts until the matter is finally resolved.

The Chief Administrative Officer shall make a decision within five working days of the receipt of the recommendation whether to a) accept the recommendation of the grievance board, b) reject the recommendation of the grievance board, or c) modify the recommendation of the grievance board. A written response shall be provided to the grievant.

If the grievance is not resolved to the satisfaction of the grievant, the grievant may make a written appeal of the decision of the Chief Administrative Officer to the Mayor within five days of the receipt of the decision of the Chief Administrative Officer. 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 grievant. This response shall serve as the final administrative decision of the City.

If the grievance is decided in favor of the grievant, any loss-of-pay or pay adjustment attributed to the grieved action shall be paid retroactive to the grievant.

All records of the grievance board and hearing shall be maintained by the City Clerk. Within five days, either party may request in writing a return of the original of any evidence that such party provided to the hearing board after the matter is finally resolved, although where possible a copy shall be maintained.

SECTION XII - WEAPONS IN THE WORKPLACE

1. The City prohibits employees from possessing, using, or displaying a weapon within the workplace or while engaged in official duties on behalf of the City except as specifically provided in this policy. This prohibition applies regardless of the location of said duties. This applies to all employees who drive or ride in City vehicles or equipment, and applies whether the weapon is concealed or unconcealed, loaded or unloaded. The above prohibition does not apply to law enforcement officers who are authorized by statute to carry a weapon in the scope of their employment with the City.
2. Notwithstanding the foregoing and pursuant to the Kansas Personal and Family Protection Act (75-7c17) and the restrictions found herein. Employees may carry a concealed handgun into city facilities, in city vehicles and while engaged in, or conducting the business of the City provided the employee is legally qualified to carry a concealed handgun under federal and state law, and the carrying of a concealed handgun is lawfully allowed and not otherwise prohibited under the 17 provisions of federal or state law. This exception does not permit the open carry of a handgun or other weapon. Employees choosing to carry a concealed handgun pursuant to this subsection must keep their handgun concealed at all times, in a proper holster with all safety features in place, and the handgun must always be within the immediate control of the employee. Employees may not leave their handgun unattended at any time. In rare circumstances when an employee cannot keep the handgun within his or her immediate control, the employee is permitted to temporarily place the handgun in a secure container such as a locked portable gun safe or lockbox designed for the temporary storage of firearms, a locked desk drawer or locked locker. Any such secure container shall be accessible only to the employee and must be controlled with a key, code, or biometric lock. Temporary placement of a handgun within a secure container within a City vehicle is permitted so long as the secure container is not in plain view

from the exterior of the vehicle and the vehicle remains locked at all times when the employee is not in the vehicle. Temporary placement of a handgun in a secure container on City property is permitted only during hours when the employee is on duty and does not permit the routine storage or placement of a handgun within secure container during times when the employee is not on duty (for example: overnight, during periods of vacation or sick leave). Secure containers may not be left on an employee's desk, workstation, area of gathering, purse/bag or any unsecure container or area, or left in an employee's office area, City vehicle, or area of work unless specifically provided herein. Secure containers must remain locked at all times while the handgun is not in the immediate control of the employee. It is the sole responsibility of the employee to provide the secure container which meets the requirements of this policy. Employees are permitted to store a handgun in their private vehicle while on City owned property provided that such storage is outside of plain view from the exterior of the vehicle and the vehicle remains locked at all times when the employee is not in the vehicle.

3. It is outside the scope of employment for any non-authorized City employee to possess, use, handle, brandish, or display a weapon or to threaten any person with the use of a weapon in the workplace or in the exercise of his or her duties under any circumstances.
4. The City in no way encourages the carrying of a concealed handgun by employees unless it is required pursuant to the employee's job duties, and, as such, it is up to the employee to act responsibly in accordance with this policy and the provisions of federal and state law. It is an employee's sole responsibility for proper concealment and carrying of the handgun, and the carrying of the handgun may not interfere with proper safety equipment, execution of approved safety protocols, or an employee's performance of all assigned duties. The City is not liable for incidents involving the discharge or misuse of a firearm, whether accidental or intentional. Any liability or costs associated with the employee's decision to conceal carry, including any resulting injuries or damages, will be considered the responsibility of the employee and will not be defended by the City. The City is not liable for any loss including damage to or theft of a personal firearm or any other personal property.
5. Nothing in this policy relieves the employee from performing his or her job duties in an efficient, safe and timely manner, including the wearing of proper safety equipment and/or the following of proper safety protocols. Such failure may result in discipline up to and including termination.
6. Any employee violating this policy, including the inadvertent display of a handgun, may be subject to discipline up to and including termination.

7. Subject to other policies and procedures of the City of Haysville and Kansas law, law enforcement, within the scope of their employment are the only individuals authorized to use deadly force while acting for or on behalf of the City of Haysville. Under no circumstances will any other employee use deadly force as a function of their job. Employees who are not authorized to use deadly force, do not have the immunities and are not entitled to the same indemnity generally afforded law enforcement. The City will not provide for, reimburse, or pay attorney fees or other costs in defense of any employee who uses deadly force if the use of deadly force is not a function of said employee's job.
8. Nothing in this policy shall be construed to create any duty or obligation on the part of the City to take any actions beyond those required of an employer by existing law. Nothing in this policy shall be construed to waive any immunity to which the City is entitled including but in no way limited to immunities under the Kansas Tort Claims Act.

SECTION XIII – TEMPORARY TELECOMMUNICATIONS POLICY

In the event of an emergency such as a weather disaster or pandemic, the City of Haysville may allow or require employees to temporarily work from home to ensure business continuity.

Procedures:

1. In the event of an emergency, the City may require certain employees to work remotely. These employees will be advised of such requirements by the department head. Preparations should be made by employees and supervisors or department heads well in advance to allow remote work in emergency circumstances. This includes appropriate equipment needs, such as hardware, software, phone and data lines. The IT department is available to review these equipment needs with employees and to provide support to employees in advance of emergency telework situations.
2. For voluntary telework arrangements, either the employee or department head can initiate a temporary telecommuting agreement during emergency circumstances. The department head will review the job responsibilities and determine if the job is appropriate for a telecommuting arrangement, including equipment needs, workspace design considerations and scheduling issues.
3. A telecommuting agreement will be prepared by the department head and signed by the employee and his or her supervisor or department head.

4. The employee will establish an appropriate work environment within his or her home for work purposes. The City will not be responsible for costs associated with the setup of the employee's home office, such as remodeling, furniture or lighting, nor for repairs or modifications to the home office space.
5. The City will determine the equipment needs for each employee on a case-by-case basis. Equipment supplied by the City is to be used for business purposes only.
6. Consistent with the city's expectations of information security for employees working at the office, telecommuting employees will be expected to ensure the protection of information accessible from their home office.
7. Employees should not assume any specified period of time for emergency telework arrangements, and the City may require employees to return to regular, in-office work at any time.

ARTICLE B

COMPENSATION

This manual relates to policies and procedures regarding positions, job classifications and pay ranges.

THE CITY OF HAYSVILLE IS AN AT-WILL EMPLOYER AND EMPLOYMENT MAY BE TERMINATED BY EITHER THE CITY OR THE EMPLOYEE WITHOUT PRIOR NOTICE.

THIS MANUAL SHALL NOT BE CONSTRUED TO BE A CONTRACT, BUT A GUIDE.

THE CITY OF HAYSVILLE RESERVES THE RIGHT TO MAKE CHANGES TO THIS MANUAL AT ITS DISCRETION WITHOUT PRIOR NOTICE.

SECTION I - POSITION CLASSIFICATION PLAN

A. POSITIONS:

Each position in the City government is established or abolished with Governing Body approval.

B. CLASSIFICATIONS:

Each position shall be assigned, with Governing Body approval, to a classification based on job requirements and responsibilities.

C. PAY RANGES:

Each job classification shall be assigned an appropriate range of pay, approved by the City Governing Body.

D. ABOLITION OF A POSITION:

Whenever the Department Head or Mayor determines that a particular position is no longer necessary, the Mayor may, with the approval of the Governing Body, declare the position abolished. Any employee in a regular position that has been abolished may be transferred in accordance with procedures agreed upon by Department Heads and the Governing Body.

E. CLASSIFICATION OF NEW POSITIONS:

The Mayor may, with City Council approval, establish new positions and negotiate salary and benefits for those positions.

Such new positions are subject to a training period of six (6) months unless waived by the appropriate Department Head (or Mayor if the employee reports to the Mayor). If the new position requires a certification that takes longer than six (6) months to complete, the training period will be extended to match the length of time needed to receive the certification.

F. CHANGES OF DUTIES, RECLASSIFICATION OF POSITIONS:

The reclassification of a position shall effect no change in the salary of any employee in that position if the employee's salary falls within the range of the new classification. For information on Transfers, see Article A, Section II, Letter D.

Any employee may request in writing a classification review of his/her own position at any time, if a similar request had not been made within the previous twelve (12) months. Such a request must first be filed with the appropriate Department Head. Within ten (10) days of receiving this request, the Department Head shall forward it to the Personnel Manual Committee (consisting of all Department Heads) together with the Department Head's own written recommendation as to whether the position should be reclassified. Any request for reclassification will be reviewed and acted upon within ninety (90) days of its receipt.

G. EFFECTS OF RECLASSIFICATION:

When a position is reclassified, the employee in that position shall remain in it if the Department Head determines that the employee is qualified to perform the essential functions of the reclassified position. The employee in the reclassified position is subject to the six (6) month training period unless waived by the Department Head (or Mayor if the employee reports to the Mayor). If the new position requires a certification that takes longer than six (6) months to complete, the training period will be extended to match the length of time needed to receive the certification.

If the Department Head determines that the employee in the reclassified position lacks the qualifications necessary for that position, the Department Head shall prepare a written summary of this finding and submit it to the Mayor. If the Mayor agrees with that finding, the employee shall be reassigned as follows:

1. If a vacancy exists in a position with a pay range the employee's present salary falls within, he/she may be transferred to the vacant position if the employee meets the minimum qualifications of the position.
2. If no vacancies exist with pay ranges within which the employee's current salary falls, the displaced employee may be transferred to the position of the person with least seniority in the same department if that displaced employee has the minimum qualifications required of the position. Any person of lesser seniority who is replaced under this provision shall be laid off.

H. NOTICE OF RECLASSIFICATION:

Written notice of any reclassification shall be given by the Department Head to the affected employee thirty (30) days before the action shall become effective.

SECTION II - COMPENSATION

A. ESTABLISHMENT OF WAGE SCHEDULE:

The Department Heads, with Governing Body approval, shall establish a wage schedule. Each classified position will be covered by this schedule.

B. SALARY INCREASE:

Employee performance evaluations, budget authority and funds availability will be considered in determining salary increases and decreases, and as a factor in promotions and demotions.

C. BLANKET RAISES:

The Governing Body may grant blanket raises for all employees when funds are available.

D. COST OF LIVING:

Subject to budgetary considerations, all employees in regular positions on the pay chart shall be covered by a cost of living allowance, which will be determined at the time of budget preparation and shall become effective for the first full pay period in January of each year.

The cost of living allowance will be based on the average Consumer Price Index during the most recently available previous twelve month period, calculated on the average of the salary of the lowest paid City employee and the highest paid City employee, not including Department Heads, part-time or temporary positions.

E. LONGEVITY PAY:

Each year longevity pay shall be given to each regular full-time employee who will complete five (5) years of full-time employment by December 31 of that year. Longevity will be paid at a rate of \$50 per year for each year of employment, years five (5) through nine (9); \$75 per year for years ten (10) through nineteen (19); \$100 per year for years twenty (20) through twenty-nine (29); and \$125 per year thirty (30) years and over. All applicable taxes will be deducted from this pay and the check will be given on the first Friday in December that is not a regular payday. Employee must be active at this time to receive Longevity Pay. This payment may be combined with any holiday or sick leave pay for which the employee might be eligible.

F. STEP INCREASES:

Annually, prior to the end of June, each Department Head shall evaluate the job performance of his/her employees. Excessive absences resulting in an insufficient body of work to evaluate will delay the annual performance evaluation until a sufficient body of work is established. Subject to budgetary considerations, employees who have demonstrated satisfactory job performance shall be eligible for a step increase effective the first full pay period in July. No step increase will be given to an employee who is in training. Only one step increase will be given in any six (6) month period.

Step Increases, whether due to annual review, end of training, promotion, transfer, etc., shall be effective the first pay period following the effective date of the review, end of training, promotion, transfer, etc. If, however, the effective date falls on the first business day of a pay period then the increase will be effective for the current pay period.

G. PROMOTION TRAINING PERIOD:

An employee receiving a promotion will be subject to a training period of six (6) months unless waived by the Department Head (or Mayor if the employee reports to the Mayor). If the new position requires a certification that takes longer than six (6) months to complete, the training period will be extended to match the length of time needed to receive the certification and complete training.

H. PAY PERIODS:

Employees are paid every two weeks. Paychecks shall be distributed every other Friday unless such Friday is a holiday. In that case, paychecks shall be distributed the last workday prior to the holiday.

It is crucial that the Assistant City Clerk receive all time sheets no later than 12:00 p.m. (noon) on the Monday following the close of a pay period. Failure to receive the time card or time sheet by the 12:00 p.m. deadline will cause the affected employee to not receive any overtime pay until the next pay period, i.e. the pay check will be figured at 40 hours of straight time.

If an employee wants to allow someone else to pick up his/her paycheck, the employee must submit in writing a request to their Department Head prior to payday. Such request shall be valid until changed by the employee.

If the employee wants his/her paycheck deposited directly via ACH, the employee must fill out the appropriate form and return it to the Assistant City Clerk.

I. PAY ON TERMINATION:

An employee whose employment with the City ceases will receive his/her final paycheck on the first regularly scheduled payday following the date employment ends.

1. Resignation (Voluntary Termination)
 - a. Vacation Leave – Unused, accrued vacation time will be paid at the employee’s regular rate of pay provided the employee has been in service of the City for at least one year.
 - b. Sick Leave
 - i. With proper notice – If two (2) weeks’ notice has been given, an employee may receive one-half of credited sick leave.
 - ii. Without proper notice – If two (2) weeks’ notice has not been given, no payment for sick leave will be made.
 - c. PTO Leave
 - i. With proper notice – If two (2) weeks’ notice has been given, an employee is entitled to payment of their PTO balance as of the termination date up to the maximum permitted carry amount.
 - ii. Without proper notice – If two (2) weeks’ notice has not been given, no payment for PTO will be made.
 - d. Wellness Leave
 - i. With proper notice – If two (2) weeks’ notice has been given, an employee may receive pay for one half of credited wellness leave.
 - ii. Without proper notice – If two (2) weeks’ notice has not been given, no payment for wellness leave will be made.
 - e. Compensatory Time – Unused, earned compensatory time will be paid.
2. Retirement – An employee wishing to retire shall give the Department Head and the Assistant City Clerk no less than three (3) months’ notice, and at the time of such notice, the employee should complete all required paperwork. Retirement from City service shall be recognized when an employee files official retirement paperwork with KPERS or when an employee has completed at least twenty-five (25) years of service with the City.
 - a. Vacation Leave – Unused, accrued vacation time will be paid at the employee’s regular rate of pay.

- b. Sick Leave – Unused, accrued sick leave will be paid at the employee’s regular rate of pay.
 - c. PTO Leave – Unused, accrued PTO will be paid at the employee’s regular rate of pay up to the maximum permitted carry amount.
 - d. Wellness Leave – Unused, earned wellness leave will be paid at the employee’s regular rate of pay.
 - e. Compensatory Time – Unused, earned compensatory time will be paid.
3. Termination (Employer Initiated)
- a. Vacation Leave – Unused, accrued vacation time will be paid at the employee’s regular rate of pay.
 - b. Sick Leave – No payment for sick leave will be made.
 - c. PTO Leave – No payment for PTO leave will be made.
 - d. Wellness Leave – No payment for wellness leave will be made.
 - e. Compensatory Time – Unused, earned compensatory time will be paid.
 - f. Death – All unused, accrued benefits will be paid to the named beneficiary at the next regular payday. No limit is placed on unused, accrued sick leave benefits in the case of death of the employee.
4. All Terminations
- a. No payment for unused personal holidays will be made.

J. OVERTIME HOURS AND COMPENSATORY TIME OFF:

Overtime compensation and compensatory time off is scheduled with the Department Head and shall be administered in accordance with City policy and the Fair Labor Standards Act.

For employees other than exempt employees, overtime is computed at one and one-half times the employee’s salary for hours accumulated over forty hours per week and compensatory time is computed at one and one-half times the number of overtime hours accumulated over forty hours per week. Sick leave ~~and compensatory time~~ shall be excluded for the purposes of figuring the initial forty hours.

SKILLED LABORER

City of Haysville

Public Works Department

POSITION SUMMARY

Under the supervision of the Public Works Director, the Skilled Laborer is a non-exempt position under FLSA which performs various duties. Must be skilled in at least one of the following areas: operating specific equipment, working in the area of construction, carpentry, or welding. Must maintain absolute confidentiality of information, data and records obtained through or because of employment with the City. Regular attendance is required.

ESSENTIAL FUNCTIONS

- Operates machinery and equipment;
- Provides construction skills working on city owned facilities;
- Provides carpentry skills in working on city owned facilities;
- Provides welding skills;
- Follows department policies and procedures;
- Follows safety procedures and practices.

MARGINAL FUNCTIONS

- Performs snow and ice removal
- Assists other departments;
- Performs other duties as deemed necessary or assigned.

Classification QuickView

FLSA:	Non-Exempt	OSHA:	
ADA:	Applicable	WORKING CONDITIONS:	Adverse Weather
FMLA:	Eligible		Manual Labor

Critical Infrastructure Employee

POSITION REQUIREMENTS

Experience: At least two years' experience in one of the designated fields is required. Expected to have acquired the necessary information and skills to perform the job reasonably well within one year of employment.

Education: ~~A high school diploma or GED. A certified transcript will be accepted in lieu of a diploma.~~ Must possess valid Kansas Driver's License (or obtain within 30 days of employment).

Technical Skills: Thorough knowledge of one of the following areas: operating various forms of equipment such as a backhoe, tractor, dump truck, etc.; building construction, drywall, painting, repairs; carpentry, trim work, cabinets, furniture, etc.; welding is required. Must understand and interpret instructions, reports, specifications, and other written information. Should possess excellent public relation and organizational skills, and oral and written communication skills in English. Must maintain absolute confidentiality of information, data and records obtained through or because of employment with the City.

Problem Solving: Limited independent problem solving.

Decision Making: Frequent independent decision making. Makes decisions about performing daily duties in the safest and most efficient manner.

Supervision: Works under the direction of the Public Works Director. Has no supervisory responsibilities.

Financial Accountability: Responsible for department resources and equipment. Does not participate in the annual budget process.

Personal Relations: Frequent contact with the general public, subordinate personnel, co-workers and supervisory personnel, and occasional contact with the governing body.

Working Conditions: Adverse working conditions exist. Exposure to asbestos, radiation, work in confined spaces, excessive noise, heavy machinery, and adverse weather conditions is expected while performing property and construction inspections. Works holidays and weekends, if necessary, subject to call-backs/call-ins.

Physical Requirements: Occasionally required to stand; walk; use hands to finger, handle, feel or operate objects, controls, or tools; reach with hands and arms; sit; climb or balance; stoop, kneel, crouch, or crawl; talk or hear; and occasionally required to taste or smell. Must frequently lift and/or move up to 100 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception and the ability to adjust focus. Must safely operate vehicle.

The specific statements shown in each section of this description are not intended to be all inclusive. They represent typical elements and criteria considered necessary to successfully perform the job.



HAYSVILLE POLICE DEPARTMENT

February 2024

TOTAL CALLS	888	DOGS IMPOUNDED	05
CASE NUMBERS ISSUED	249	SUMMONS ISSUED	02
SUMMONS ISSUED	133	RELEASED TO OWNER	03
CITY CODE	03	RELEASED TO COUNTY	02
CRIMINAL MISD	13	DECEASED ANIMALS	00
TRAFFIC MISD	36	ANIMALS HELD	00
TRAFFIC INF	79		
VOIDED	00	CONTACTS FOR NO	
WARNINGS	02	CITY LICENSE	00
ARRESTS	44	LICENSES PURCHASED	
ADULT	39	15th TO 15th OF MONTH	08
JUVENILE	05		
CINC	00		
CITE/RELEASE	29		
HPD WARRANTS	14		
OUTSIDE ARRESTS	05		
MV ACCIDENTS	06	WARRANTS ISSUED	21
INJURY	00		
NON-INJURY	06		
VACATION HOMES	00		
COMMUNITY POLICING	03	K9 DEPLOYMENTS	05
		MILES DRIVEN	12,093
CRS WALK –INS	50		
INCOMING CALLS	759		
OUTGOING CALLS BY CRS	53		



Open/Court Cases

Month	No Trash Service	Materials Storage	Nuisance	Nuisance Auto	Unsafe Structur	Grass Residential	Grass Commerical	Lighting	Diseased Tree	Other	Nuisance Auto on Grass	Total Violations	Total Cases
January	1	0	7	3	0	0	0	0	1	1	7	20	14
February	0	0	9	2	0	0	0	0	0	0	9	20	17
March	0	0	0	0	0	0	0	0	0	0	0	0	0
April	0	0	0	0	0	0	0	0	0	0	0	0	0
May	0	0	0	0	0	0	0	0	0	0	0	0	0
June	0	0	0	0	0	0	0	0	0	0	0	0	0
July	0	0	0	0	0	0	0	0	0	0	0	0	0
August	0	0	0	0	0	0	0	0	0	0	0	0	0
September	0	0	0	0	0	0	0	0	0	0	0	0	0
October	0	0	0	0	0	0	0	0	0	0	0	0	0
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	1	0	16	5	0	0	0	0	1	1	16	40	31

Compliance with Environmental Regulations

The City of Haysville is committed to complying with the National Pollutant Discharge Elimination System (NPDES) stormwater program, as mandated by the Environmental Protection Agency (EPA). This program aims to regulate and reduce the discharge of pollutants into our waterways.

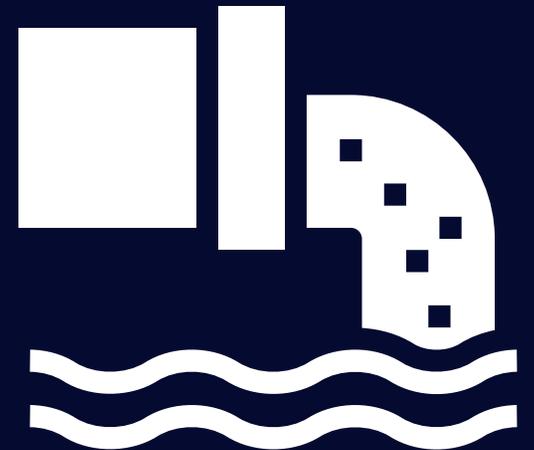


contact us

-  (316) 529-5940
-  jaguilar@haysville-ks.com
-  www.haysville-ks.com
-  401 S. Jane Haysville, KS 67060



Understanding Stormwater Pollution in Haysville



Why is Stormwater Pollution an Issue?

Stormwater pollution poses a significant threat in urban areas, like Haysville. The runoff from streets, homes, businesses, and construction sites carries various pollutants directly into our rivers, ponds, and streams.

Examples include:

- Vehicles: Oil, gas, antifreeze, heavy metals, salt, and litter.
- Homes and Businesses: Fertilizers, pesticides, pet waste, yard waste, chemicals, trash, and debris.
- Construction Sites: Soil sediment, trash, and debris.

These pollutants alter the water's physical, biological, and chemical composition, creating an inhospitable environment for aquatic organisms, wildlife, and humans alike. Additionally, sediment and debris contribute to increased flooding, exacerbating the problem.

What is an Illicit Discharge?

Illicit discharges are any non-stormwater substances entering the municipal storm sewer system. Common contaminants include trash, yard waste, lawn chemicals, pet waste, wastewater, oil, cleaning products, paint products, hazardous waste, and sediment.

To report illicit discharges into Haysville's stormwater system, please call (316) 529-5940.



How You Can Help:

- Dispose of waste properly by using designated trash cans and recycling bins for litter and recyclables.
- Dispose of hazardous materials like paint and oil at designated facilities.
- Pick up pet waste: Bag it and dispose of it in the trash to prevent bacteria and parasites from entering waterways.
- Minimize chemical use: Choose eco-friendly products and reduce the use of fertilizers and pesticides on your lawn.
- Maintain your vehicle: Fix leaks promptly, recycle used oil, and properly dispose of other fluids.
- Support green infrastructure: Plant trees and create rain gardens to absorb stormwater and reduce runoff.
- Educate others: Spread awareness about stormwater pollution prevention and encourage others to take action.



HAYSVILLE COMMUNITY LIBRARY

210 S. Hays Avenue
Haysville, KS 67060
Ph 316/524-5242, Fax 316/524-0142
www.haysvillecommunitylibrary.org

March 4, 2024

The Honorable Russ Kessler
Mayor, City of Haysville
City Hall
200 West Grand
Haysville, Kansas 67060

Dear Mr. Mayor:

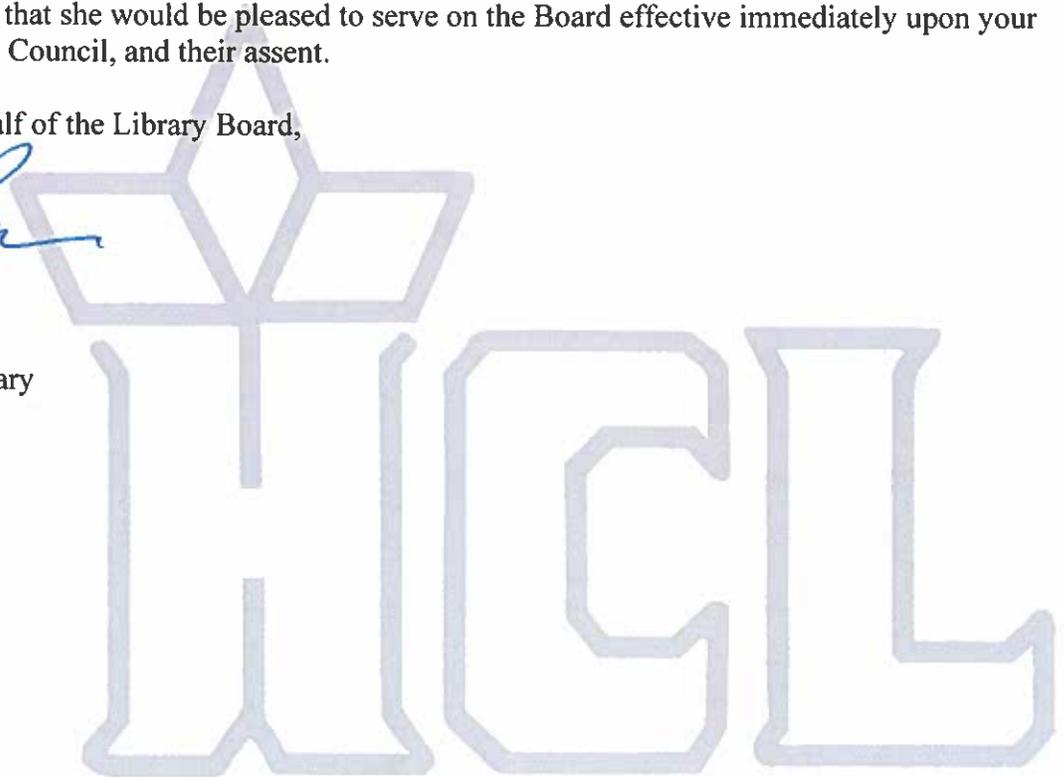
The Library Board has unanimously approved the recommendation of their subcommittee on candidate evaluations to fill the vacancy for the unexpired term running until 2027 for seat 5 on the board.

The Board recommends Maycie Carman of 1208 East Riley Avenue. Ms. Carman is a long-time resident of Haysville, and currently serves as the Assistant Public Support Services Coordinator for the Derby Public Library. She is very interested in serving, extremely well qualified, and able to make a substantive contribution to the activities and initiatives of the Library Board.

Ms. Carman has confirmed that she would be pleased to serve on the Board effective immediately upon your approval, submission to the Council, and their assent.

Respectfully Yours on behalf of the Library Board,

Kenneth L. Bell
Director
Haysville Community Library





AP Summary of Expenditures By Vendor Name

Payment Dates 2/1/2024 - 2/29/2024

Vendor Name	Payment Date	Description (Payable)	Description (Item)	Account Number	Amount
Vendor: ACME0033 - ACME WASTE SYSTEMS, LLC.					
ACME WASTE SYSTEMS, LLC.	02/06/2024	C & D DISPOSAL - PW RECYCLE CNTR.	C & D DISPOSAL - PW RECYCLE CNTR.	036-56-3017	608.33
ACME WASTE SYSTEMS, LLC.	02/06/2024	C & D DISPOSAL - PW RECYCLE CNTR.	C & D DISPOSAL - PW RECYCLE CNTR.	036-56-3017	775.26
Vendor ACME0033 - ACME WASTE SYSTEMS, LLC. Total:					1,383.59
Vendor: AFLA0056 - AFLAC					
AFLAC	02/22/2024	PAYROLL DEDUCTION AFLAC - NON 125	PAYROLL DEDUCTION AFLAC	001-00-2014	56.81
AFLAC	02/22/2024	PAYROLL DEDUCTION AFLAC	PAYROLL DEDUCTION AFLAC	001-00-2052	205.46
Vendor AFLA0056 - AFLAC Total:					262.27
Vendor: AGGR0058 - AGGREGATE SAND & GRAVEL INC					
AGGREGATE SAND & GRAVEL ...	02/20/2024	FILL SAND 1 LOAD (MINIMUM)	FILL SAND 1 LOAD (MINIMUM)	011-31-2009	29.00
AGGREGATE SAND & GRAVEL ...	02/20/2024	FILL SAND 1 LOAD (MINIMUM)	FILL SAND 1 LOAD (MINIMUM)	011-31-2009	29.00
AGGREGATE SAND & GRAVEL ...	02/20/2024	FILL SAND 1 LOAD (MINIMUM)	FILL SAND 1 LOAD (MINIMUM)	011-31-2009	29.00
Vendor AGGR0058 - AGGREGATE SAND & GRAVEL INC Total:					87.00
Vendor: AJRA1000 - AJ RAMIREZ					
AJ RAMIREZ	02/06/2024	CELL PHONE REIMBURSEMENT	CELL PHONE REIMBURSEMENT	030-50-2002	35.00
Vendor AJRA1000 - AJ RAMIREZ Total:					35.00
Vendor: ALTE0100 - ALTERNATIVE PEST MGMNT.					
ALTERNATIVE PEST MGMNT.	02/06/2024	PEST CONTROL	PEST CONTROL - CITY HALL	001-09-2040	50.00
ALTERNATIVE PEST MGMNT.	02/06/2024	PEST CONTROL	PEST CONTROL - VICKER'S BLDG.	001-09-2040	35.00
ALTERNATIVE PEST MGMNT.	02/06/2024	PEST CONTROL	PEST CONTROL - SR. CNTR.	001-12-2004	35.00
Vendor ALTE0100 - ALTERNATIVE PEST MGMNT. Total:					120.00
Vendor: AMYS1383 - AMY'S PIZZA PLACE - CALABRONE'S CATERING					
AMY'S PIZZA PLACE - CALABR...	02/08/2024	CATERING SVCS. - SR. CNTR. VALENTINE'S DINNER	CATERING SVCS. - SR. CNTR. VALENTINE'S DINNER	001-12-1212	474.75
Vendor AMYS1383 - AMY'S PIZZA PLACE - CALABRONE'S CATERING Total:					474.75
Vendor: B&HP0232 - B & H PHOTO - VIDEO					
B & H PHOTO - VIDEO	02/06/2024	MEDIA SPECIALIST SUPPLIES	COILED HDMI CABLE, TYPE A, 12-60" 2EA.	001-22-2042	19.36
B & H PHOTO - VIDEO	02/20/2024	MEDIA SPECIALIST SUPPLIES	HPX-003 1/4" MALE AUDIO CABLE, 3FT. (MEDIA SPCLST.	001-22-2042	32.84
Vendor B&HP0232 - B & H PHOTO - VIDEO Total:					52.20
Vendor: BART0263 - BARTON SOLVENTS, INC.					
BARTON SOLVENTS, INC.	02/20/2024	MINERAL SPIRITS 358 LBS. - 1 DRUM	ENERGY SURCHARGE	010-30-2009	70.00
BARTON SOLVENTS, INC.	02/20/2024	MINERAL SPIRITS 358 LBS. - 1 DRUM	MINERAL SPIRITS 358 LBS. - 1 DRUM	010-30-2009	286.40
Vendor BART0263 - BARTON SOLVENTS, INC. Total:					356.40
Vendor: BEAL0281 - BEALL & MITCHELL LLC					
BEALL & MITCHELL LLC	02/06/2024	PROFESSIONAL SERVICES - JUDGE	PROFESSIONAL SERVICES - JUDGE	001-06-1100	1,775.53
Vendor BEAL0281 - BEALL & MITCHELL LLC Total:					1,775.53
Vendor: BIGT0314 - BIG TOOL STORE					
BIG TOOL STORE	02/06/2024	MISC. SUPPLIES	MISC. NUTS & BOLTS - WWTP	010-30-2006	1.86
BIG TOOL STORE	02/20/2024	MISC. SUPPLIES	18" ADJUSTABLE WRENCH 1EA.	011-31-2012	38.99
BIG TOOL STORE	02/20/2024	MISC. SUPPLIES	1/2" DRIVE QUICK RELEASE 15" RATCHET 1EA.	011-31-2012	26.79
Vendor BIGT0314 - BIG TOOL STORE Total:					67.64

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Vendor Name	Payment Date	Description (Payable)	Description (Item)	Account Number	Amount
Vendor: BLAC0328 - BLACKBURN MFG CO					
BLACKBURN MFG CO	02/06/2024	LOCATE FLAGS & PAINT SUPPLIES	PR LG 21 W LOCATE FLAGS 2,000 CNT.	010-30-2012	184.00
BLACKBURN MFG CO	02/06/2024	LOCATE FLAGS & PAINT SUPPLIES	FLO SAFETY GREEN WATER FLAGS 8EA.	010-30-2012	500.10
Vendor BLAC0328 - BLACKBURN MFG CO Total:					684.10
Vendor: BODY1721 - BODY ART BY SARAH					
BODY ART BY SARAH	02/20/2024	2024 PIT060 ENTERTAINMENT - FACE PAINTING	2024 PIT060 - FACE PAINTING - 50% DEPOSIT	001-10-2054	200.00
Vendor BODY1721 - BODY ART BY SARAH Total:					200.00
Vendor: BORD0351 - BORDER STATES ELECTRIC SUPPLY					
BORDER STATES ELECTRIC SU...	02/06/2024	ELECTRICAL SUPPLIES	11" X 18" X 12" ELECTRICAL BOX 3EA.	001-03-2046	951.51
BORDER STATES ELECTRIC SU...	02/06/2024	ELECTRICAL SUPPLIES	ELECTRIC LKG COVER 3EA.	001-03-2046	566.55
BORDER STATES ELECTRIC SU...	02/06/2024	ELECTRICAL SUPPLIES	6-BULK HEAT SHRINK SLEEVE 14EA.	001-03-2046	51.94
Vendor BORD0351 - BORDER STATES ELECTRIC SUPPLY Total:					1,570.00
Vendor: BREN0367 - BRENNTAG SOUTHWEST INC					
BRENNTAG SOUTHWEST INC	02/06/2024	CHLORINE 300LBS. - WATER DEPT.	TRANSPORTATION CHARGE	011-31-2009	180.00
BRENNTAG SOUTHWEST INC	02/06/2024	CHLORINE 300LBS. - WATER DEPT.	VESSEL RECVOERY FEE	011-31-2009	30.00
BRENNTAG SOUTHWEST INC	02/06/2024	CHLORINE 300LBS. - WATER DEPT.	CHLORINE 300LBS. - WATER DEPT.	011-31-2009	484.50
BRENNTAG SOUTHWEST INC	02/06/2024	CHLORINE 300LBS. - WATER DEPT.	CHLORINE 750LBS. - WATER DEPT.	011-31-2009	484.50
BRENNTAG SOUTHWEST INC	02/06/2024	CHLORINE 300LBS. - WATER DEPT.	TRANSPORTATION CHARGE	011-31-2009	180.00
BRENNTAG SOUTHWEST INC	02/06/2024	CHLORINE 300LBS. - WATER DEPT.	MINIMUM ORDER CHARGE	011-31-2009	75.00
BRENNTAG SOUTHWEST INC	02/06/2024	CHLORINE 300LBS. - WATER DEPT.	VESSEL RECVOERY FEE	011-31-2009	30.00
Vendor BREN0367 - BRENNTAG SOUTHWEST INC Total:					1,464.00
Vendor: BRIT2996 - BRITTANY WESTMORELAND					
BRITTANY WESTMORELAND	02/06/2024	REFEREE BASKETBALL 5 HRS. 01/20/2024	REFEREE BASKETBALL 5 HRS. 01/20/2024	030-50-1250	125.00
Vendor BRIT2996 - BRITTANY WESTMORELAND Total:					125.00
Vendor: BRYC1696 - BRYCE ENGEL					
BRYCE ENGEL	02/06/2024	REFEREE BASKETBALL 4 HRS. 01/20/2024	REFEREE BASKETBALL 4 HRS. 01/20/2024	030-50-1250	100.00
Vendor BRYC1696 - BRYCE ENGEL Total:					100.00
Vendor: CALE2796 - CALE TOPINKA					
CALE TOPINKA	02/06/2024	CELL PHONE REIMBURSEMENT	CELL PHONE REIMBURSEMENT	010-30-2002	11.67
CALE TOPINKA	02/06/2024	CELL PHONE REIMBURSEMENT	CELL PHONE REIMBURSEMENT	011-31-2002	11.67
CALE TOPINKA	02/06/2024	CELL PHONE REIMBURSEMENT	CELL PHONE REIMBURSEMENT	021-41-2002	11.66
Vendor CALE2796 - CALE TOPINKA Total:					35.00
Vendor: CAPI0431 - CAPITAL ONE					
CAPITAL ONE	02/23/2024	CAPITAL ONE VISA CHARGES	AMAZON - CORNER PROTECTORS	001-01-2004	15.98
CAPITAL ONE	02/23/2024	CAPITAL ONE VISA CHARGES	ADOBE - ACROBAT PRO DC SUBSCRIPTION	001-01-2004	21.69
CAPITAL ONE	02/23/2024	CAPITAL ONE VISA CHARGES	WSU - CCMFOA SPRING CONF. (A. MILLSPAUGH)	001-01-2015	325.00
CAPITAL ONE	02/23/2024	CAPITAL ONE VISA CHARGES	PSHRA - 2024 MEMBERSHIP (A. MILLSPAUGH)	001-01-2064	175.00
CAPITAL ONE	02/23/2024	CAPITAL ONE VISA CHARGES	WSU - 2024 CCMFOA MEMBERSHIP (A. MILLSPAUGH)	001-01-2064	75.00
CAPITAL ONE	02/23/2024	CAPITAL ONE VISA CHARGES	AMAZON - USB FLASH DRIVES	001-02-2005	72.67
CAPITAL ONE	02/23/2024	CAPITAL ONE VISA CHARGES	COVERT MEDIA - TRAINING (J. HEHNKE)	001-02-2015	250.00

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Vendor Name	Payment Date	Description (Payable)	Description (Item)	Account Number	Amount
CAPITAL ONE	02/23/2024	CAPITAL ONE VISA CHARGES	CLEARINGHOUSE - ADV. LEADERSHIP SKILLS (L. CROTTS)	001-02-2015	147.00
CAPITAL ONE	02/23/2024	CAPITAL ONE VISA CHARGES	CASEY'S - PIZZA (SRO REGIONAL MTG.)	001-02-2015	144.00
CAPITAL ONE	02/23/2024	CAPITAL ONE VISA CHARGES	IN THE BAG CLEANERS - LAUNDRY	001-02-2055	12.90
CAPITAL ONE	02/23/2024	CAPITAL ONE VISA CHARGES	KS GOLF & TURF - TP NAILS TORO 130EA.	001-03-2006	284.70
CAPITAL ONE	02/23/2024	CAPITAL ONE VISA CHARGES	KS GOLF & TURF - SHIPPING	001-03-2006	8.86
CAPITAL ONE	02/23/2024	CAPITAL ONE VISA CHARGES	KOHL'S - UNIFORM SHIRT 2EA.	001-03-2012	29.56
CAPITAL ONE	02/23/2024	CAPITAL ONE VISA CHARGES	SDGK CO PARKING - PARKING FEES	001-04-2012	5.00
CAPITAL ONE	02/23/2024	CAPITAL ONE VISA CHARGES	AMAZON - LYSOL	001-09-2009	26.94
CAPITAL ONE	02/23/2024	CAPITAL ONE VISA CHARGES	TYLER BUSINESS FORMS - CHECK STOCK	001-10-2077	216.56
CAPITAL ONE	02/23/2024	CAPITAL ONE VISA CHARGES	AMAZON - FRIDGE LOCK	001-12-2009	20.59
CAPITAL ONE	02/23/2024	CAPITAL ONE VISA CHARGES	WALMART - MESH CHAIR 2EA.	001-12-2009	26.00
CAPITAL ONE	02/23/2024	CAPITAL ONE VISA CHARGES	AMAZON - BLACK LIGHT BULBS 12PK.	001-12-2009	29.99
CAPITAL ONE	02/23/2024	CAPITAL ONE VISA CHARGES	AMAZON - EASTER DECORATIONS	001-12-2009	16.98
CAPITAL ONE	02/23/2024	CAPITAL ONE VISA CHARGES	WALMART - TABLECLOT...	001-12-2009	66.96
CAPITAL ONE	02/23/2024	CAPITAL ONE VISA CHARGES	AMAZON - CRAFT FAIR BANNER	001-12-2012	85.99
CAPITAL ONE	02/23/2024	CAPITAL ONE VISA CHARGES	WALMART - BREAKFAST SUPPLIES	001-12-2012	65.21
CAPITAL ONE	02/23/2024	CAPITAL ONE VISA CHARGES	PARTY CITY - VALENTINE'S DAY BALLOONS	001-12-2012	49.99
CAPITAL ONE	02/23/2024	CAPITAL ONE VISA CHARGES	WALMART - VALENTINES & ICE CREAM SOCIAL GROCERIES	001-12-2012	169.42
CAPITAL ONE	02/23/2024	CAPITAL ONE VISA CHARGES	DOLLAR TREE - PRIZES FOR BINGO	001-12-2012	81.25
CAPITAL ONE	02/23/2024	CAPITAL ONE VISA CHARGES	AMAZON - CHILI COOK OFF BANNER	001-12-2012	72.95
CAPITAL ONE	02/23/2024	CAPITAL ONE VISA CHARGES	DILLONS - CHILI COOK OFF GROCERIES	001-12-2012	18.05
CAPITAL ONE	02/23/2024	CAPITAL ONE VISA CHARGES	AMAZON - CHILI COOK OFF MEDALS	001-12-2012	19.99
CAPITAL ONE	02/23/2024	CAPITAL ONE VISA CHARGES	HOBBY LOBBY - SPRIN...	001-12-2012	21.48
CAPITAL ONE	02/23/2024	CAPITAL ONE VISA CHARGES	ZOOM - MONTHLY SUBSCRIPTION FEES	001-18-2004	17.35
CAPITAL ONE	02/23/2024	CAPITAL ONE VISA CHARGES	SPRINGHILL SUITES - LKM MTG (R. KESSLER)	001-18-2015	101.00
CAPITAL ONE	02/23/2024	CAPITAL ONE VISA CHARGES	WICHITA SDGK CO HISTORY MUSEUM - MYLC CC MTG	001-18-2015	50.00
CAPITAL ONE	02/23/2024	CAPITAL ONE VISA CHARGES	KNOLLA'S PIZZA - MEAL PURCHASE (MYLC CC MTG)	001-18-2015	121.28
CAPITAL ONE	02/23/2024	CAPITAL ONE VISA CHARGES	IAEI - 2024 MEMBERSHIP FEES (C. BETTLES)	001-20-2015	120.00
CAPITAL ONE	02/23/2024	CAPITAL ONE VISA CHARGES	SIMPLE IN/OUT - MONTHLY SUBSCRIPTION FEE	001-21-2040	9.99
CAPITAL ONE	02/23/2024	CAPITAL ONE VISA CHARGES	HP - HP OFFICEJET PRO PRINTER	010-30-2008	390.59
CAPITAL ONE	02/23/2024	CAPITAL ONE VISA CHARGES	AMAZON - DRY ERASE MARKERS 24PK.	010-30-2012	8.99
CAPITAL ONE	02/23/2024	CAPITAL ONE VISA CHARGES	AMAZON - 2024 WALL CALENDAR 2EA.	010-30-2012	44.98
CAPITAL ONE	02/23/2024	CAPITAL ONE VISA CHARGES	WWWATER - TRAINING COURSE (E. SATTERFIELD)	010-30-2015	1,850.00
CAPITAL ONE	02/23/2024	CAPITAL ONE VISA CHARGES	HARD HAT - FIRST AID COURSE (J. AGUILAR)	010-30-2015	39.00
CAPITAL ONE	02/23/2024	CAPITAL ONE VISA CHARGES	HARD HAT - CONFINED SPACE COURSE (C. ROSE)	010-30-2015	79.00

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Vendor Name	Payment Date	Description (Payable)	Description (Item)	Account Number	Amount
CAPITAL ONE	02/23/2024	CAPITAL ONE VISA CHARGES	HARD HAT - CONFINED SPACE COURSE (J. AGUILAR)	010-30-2015	79.00
CAPITAL ONE	02/23/2024	CAPITAL ONE VISA CHARGES	HARD HAT - CONFINED SPACE COURSE (E. SATTERFIELD)	010-30-2015	79.00
CAPITAL ONE	02/23/2024	CAPITAL ONE VISA CHARGES	HARD HAT - CONFINED SPACE COURSE (A. KIRCHERT)	010-30-2015	79.00
CAPITAL ONE	02/23/2024	CAPITAL ONE VISA CHARGES	KOHL'S - UNIFORM SHIRT 2EA.	010-30-2016	29.56
CAPITAL ONE	02/23/2024	CAPITAL ONE VISA CHARGES	AMAZON - PIPE CLEANING BRUSH KIT	011-31-2009	47.90
CAPITAL ONE	02/23/2024	CAPITAL ONE VISA CHARGES	AMAZON - HEADLAMP	011-31-2009	59.95
CAPITAL ONE	02/23/2024	CAPITAL ONE VISA CHARGES	KOHL'S - UNIFORM SHIRT 2EA.	011-31-2016	29.56
CAPITAL ONE	02/23/2024	CAPITAL ONE VISA CHARGES	KDHE - WATER EXAM (M. LIPPOLDT)	021-41-2015	25.00
CAPITAL ONE	02/23/2024	CAPITAL ONE VISA CHARGES	KDHE - WATER EXAM (J. SIMONS)	021-41-2015	25.00
CAPITAL ONE	02/23/2024	CAPITAL ONE VISA CHARGES	KOHL'S - UNIFORM SHIRT 2EA.	021-41-2016	29.57
CAPITAL ONE	02/23/2024	CAPITAL ONE VISA CHARGES	JUMP START - GAS PURCHASE	024-44-2012	50.38
CAPITAL ONE	02/23/2024	CAPITAL ONE VISA CHARGES	LOVE'S - GAS PURCHASE	024-44-2012	52.63
CAPITAL ONE	02/23/2024	CAPITAL ONE VISA CHARGES	QUIK TRIP - GAS PURCHASE	024-44-2012	28.14
CAPITAL ONE	02/23/2024	CAPITAL ONE VISA CHARGES	JUMP START - GAS PURCHASE	024-44-2012	43.45
CAPITAL ONE	02/23/2024	CAPITAL ONE VISA CHARGES	QUIK TRIP - GAS PURCHASE	024-44-2012	49.36
CAPITAL ONE	02/23/2024	CAPITAL ONE VISA CHARGES	QUIK TRIP - GAS PURCHASE	024-44-2012	56.81
CAPITAL ONE	02/23/2024	CAPITAL ONE VISA CHARGES	QUIK TRIP - GAS PURCHASE	024-44-2012	42.89
CAPITAL ONE	02/23/2024	CAPITAL ONE VISA CHARGES	DILLONS - GAS PURCHASE	024-44-2012	59.49
CAPITAL ONE	02/23/2024	CAPITAL ONE VISA CHARGES	LOVE'S - GAS PURCHASE	024-44-2012	41.98
CAPITAL ONE	02/23/2024	CAPITAL ONE VISA CHARGES	PHILLIPS 66 - GAS PURCHASE	024-44-2012	64.56
CAPITAL ONE	02/23/2024	CAPITAL ONE VISA CHARGES	DILLONS - GAS PURCHASE	024-44-2012	66.03
CAPITAL ONE	02/23/2024	CAPITAL ONE VISA CHARGES	KWIK SHOP - GAS PURCHASE	024-44-2012	54.74
CAPITAL ONE	02/23/2024	CAPITAL ONE VISA CHARGES	KWIK SHOP - GAS PURCHASE	024-44-2012	50.50
CAPITAL ONE	02/23/2024	CAPITAL ONE VISA CHARGES	LEEKER'S - GROCERIES	024-44-2031	32.99
CAPITAL ONE	02/23/2024	CAPITAL ONE VISA CHARGES	WALMART - BATTERIES	030-50-2004	12.97
CAPITAL ONE	02/23/2024	CAPITAL ONE VISA CHARGES	HOMELAND - GROCERIES	030-50-2004	28.40
CAPITAL ONE	02/23/2024	CAPITAL ONE VISA CHARGES	AMAZON - FIRST AID ICE PACKS	030-50-2004	209.85
CAPITAL ONE	02/23/2024	CAPITAL ONE VISA CHARGES	WALMART - MISC. SUPPLIES	030-50-2004	58.56
CAPITAL ONE	02/23/2024	CAPITAL ONE VISA CHARGES	AMAZON - SURFACE PRO CASE 2EA.	030-50-2004	63.73
CAPITAL ONE	02/23/2024	CAPITAL ONE VISA CHARGES	AMAZON - FIRST AID ICE PACKS	030-50-2004	65.85
CAPITAL ONE	02/23/2024	CAPITAL ONE VISA CHARGES	IDRIVE.COM - ONLN BACKUP (HAC)	030-50-2004	99.50
CAPITAL ONE	02/23/2024	CAPITAL ONE VISA CHARGES	WALMART - SCOREBOOKS	030-50-2004	49.70
CAPITAL ONE	02/23/2024	CAPITAL ONE VISA CHARGES	WALMART - MISC. GROCERIES	030-50-2004	34.34
CAPITAL ONE	02/23/2024	CAPITAL ONE VISA CHARGES	AMAZON - BARBELL CLAMPS	030-50-2006	75.89
CAPITAL ONE	02/23/2024	CAPITAL ONE VISA CHARGES	POWER SYSTEMS - LOCK-JAW BARBELL COLLAR 2EA.	030-50-2006	79.98
CAPITAL ONE	02/23/2024	CAPITAL ONE VISA CHARGES	POWER SYSTEMS - SHIPPING	030-50-2006	40.83
CAPITAL ONE	02/23/2024	CAPITAL ONE VISA CHARGES	POWER SYSTEMS - LOCK-JAW BARBELL COLLAR 3EA.	030-50-2006	53.82
CAPITAL ONE	02/23/2024	CAPITAL ONE VISA CHARGES	POWER SYSTEMS - PROELITE PUMP BAR	030-50-2006	55.33
CAPITAL ONE	02/23/2024	CAPITAL ONE VISA CHARGES	AMAZON - PICKLEBALL PADDLE SET	030-50-2092	36.99
CAPITAL ONE	02/23/2024	CAPITAL ONE VISA CHARGES	AMAZON - HOT PINK CURTAIN PANEL SET	030-50-2092	10.70
CAPITAL ONE	02/23/2024	CAPITAL ONE VISA CHARGES	AMAZON - DDDN SUPPLIES	030-50-2092	361.84
CAPITAL ONE	02/23/2024	CAPITAL ONE VISA CHARGES	FACEBOOK - SHAMROCK SHUFFLE AD 9,155 IMPRESSIONS	030-50-2092	20.18
CAPITAL ONE	02/23/2024	CAPITAL ONE VISA CHARGES	MARCOS PIZZA - PIZZA (MS GAME NIGHT)	030-50-2092	294.79
CAPITAL ONE	02/23/2024	CAPITAL ONE VISA CHARGES	FACEBOOK - TRIVIA NIGHT AD 1,097 IMPRESSIONS	030-50-2092	3.00
CAPITAL ONE	02/23/2024	CAPITAL ONE VISA CHARGES	FACEBOOK - SHAMROCK SHUFFLE 1,127 IMPRESSIONS	030-50-2092	2.14

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Vendor Name	Payment Date	Description (Payable)	Description (Item)	Account Number	Amount
CAPITAL ONE	02/23/2024	CAPITAL ONE VISA CHARGES	WALMART - DDDN SUPPLIES	030-50-2092	23.93
CAPITAL ONE	02/23/2024	CAPITAL ONE VISA CHARGES	FACEBOOK - TRIVIA NIGHT AD 10,885 IMPRESSIONS	030-50-2092	23.99
CAPITAL ONE	02/23/2024	CAPITAL ONE VISA CHARGES	FACEBOOK - SHAMROCK SHUFFLE AD 11,104 IMPRESSIONS	030-50-2092	24.73
CAPITAL ONE	02/23/2024	CAPITAL ONE VISA CHARGES	FACEBOOK - PARTY IN THE 0060 AD 5,870 IMPRESSIONS	030-50-2092	13.85
CAPITAL ONE	02/23/2024	CAPITAL ONE VISA CHARGES	AMAZON - PICKLEBALL PADDLE SET	030-50-2092	77.56
CAPITAL ONE	02/23/2024	CAPITAL ONE VISA CHARGES	FACEBOOK - TRIVIA NIGHT AD 13,930 IMPRESSIONS	030-50-2092	36.42
CAPITAL ONE	02/23/2024	CAPITAL ONE VISA CHARGES	AMAZON - 9 FOOTBALLS 20EA.	030-50-2092	45.99
CAPITAL ONE	02/23/2024	CAPITAL ONE VISA CHARGES	AMAZON - DDDN SUPPLIES	030-50-2092	26.88
CAPITAL ONE	02/23/2024	CAPITAL ONE VISA CHARGES	PICKLEBALL CENTRAL - PICKLEBALL 12PK. 6EA.	030-50-2092	179.94
CAPITAL ONE	02/23/2024	CAPITAL ONE VISA CHARGES	AMAZON - 9 FOOTBALLS 9EA.	030-50-2092	27.99
CAPITAL ONE	02/23/2024	CAPITAL ONE VISA CHARGES	FACEBOOK - SHAMROCK SHUFFLE AD 24,537 IMPRESSIONS	030-50-2092	51.01
CAPITAL ONE	02/23/2024	CAPITAL ONE VISA CHARGES	CASEY'S - PICKLEBALL TOURN. GIFT CARDS	030-50-2092	50.00
CAPITAL ONE	02/23/2024	CAPITAL ONE VISA CHARGES	LITTLE CAESARS - PIZZA (PNO)	030-50-2092	46.43
CAPITAL ONE	02/23/2024	CAPITAL ONE VISA CHARGES	ALPHA LIT - MARQUEE LETTERS (DDDN)	030-50-2092	450.00
CAPITAL ONE	02/23/2024	CAPITAL ONE VISA CHARGES	FACEBOOK - TRIVIA NIGHT AD 12,802 IMPRESSIONS	030-50-2092	30.10
CAPITAL ONE	02/23/2024	CAPITAL ONE VISA CHARGES	AMAZON - DDDN SUPPLIES	030-50-2092	538.00
CAPITAL ONE	02/23/2024	CAPITAL ONE VISA CHARGES	CAROUSEL SKATE CENTER - FIELD TRIP 64EA.	030-50-2094	384.00
CAPITAL ONE	02/23/2024	CAPITAL ONE VISA CHARGES	WALMART - CRAFT SUPPLIES	030-50-2094	26.40
CAPITAL ONE	02/23/2024	CAPITAL ONE VISA CHARGES	WALMART - MISC. LK SUPPLIES	030-50-2094	105.82
CAPITAL ONE	02/23/2024	CAPITAL ONE VISA CHARGES	SUPER BRIGHT - 5M LED STRIP LIGHT TAPE & CAPS	036-56-3011	123.37
CAPITAL ONE	02/23/2024	CAPITAL ONE VISA CHARGES	EL AZTECA - STAFF LUNCHEON	037-57-2012	100.00
CAPITAL ONE	02/23/2024	CAPITAL ONE VISA CHARGES	AMAZON - FONDUE FOUNTAIN AND MELTING WAFERS	037-57-2012	103.69
CAPITAL ONE	02/23/2024	CAPITAL ONE VISA CHARGES	MAGICIAN SCHOOL - LK CURRICULUM	037-57-2012	420.00
CAPITAL ONE	02/23/2024	CAPITAL ONE VISA CHARGES	HULU - SUBSCRIPTION FEE	037-57-2012	77.04
CAPITAL ONE	02/23/2024	CAPITAL ONE VISA CHARGES	AMAZON - FOLDING CHAIR 4PK. 2EA.	037-57-2012	369.98
CAPITAL ONE	02/23/2024	CAPITAL ONE VISA CHARGES	THE MONARCH - STAFF LUNCHEON	037-57-2012	97.00
CAPITAL ONE	02/23/2024	CAPITAL ONE VISA CHARGES	DISNEY PLUS - MONTHLY SUBSCRIPTION FEE	037-57-2012	20.60
CAPITAL ONE	02/23/2024	CAPITAL ONE VISA CHARGES	AMAZON - CROSS LEGGED CHAIR	037-57-2012	169.00
CAPITAL ONE	02/23/2024	CAPITAL ONE VISA CHARGES	DELANO BARBEQUE COMPANY - STAFF LUNCHEON	037-57-2012	130.30
CAPITAL ONE	02/23/2024	CAPITAL ONE VISA CHARGES	AMAZON - CLEAR CELLOPHANE 2EA.	092-66-3001	14.94
CAPITAL ONE	02/23/2024	CAPITAL ONE VISA CHARGES	WABA - DEVELOPERS MEETING LUNCHEON (D. GABOR)	092-66-3001	15.00
CAPITAL ONE	02/23/2024	CAPITAL ONE VISA CHARGES	GOOGLE - CHILI COOK OFF AD 3,731 CLICKS	092-66-3001	100.00
CAPITAL ONE	02/23/2024	CAPITAL ONE VISA CHARGES	HENRY HELGERSON - BOOTH/DISPLAY TABLE 3EA. RENTAL	092-66-3001	96.75
CAPITAL ONE	02/23/2024	CAPITAL ONE VISA CHARGES	WAGS SWAG - COASTERS/STICKERS (WABA HOME SHOW)	092-66-3001	276.68
CAPITAL ONE	02/23/2024	CAPITAL ONE VISA CHARGES	GOOGLE - INVALID ACTIVITY CREDITS	092-66-3001	-0.39

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Vendor Name	Payment Date	Description (Payable)	Description (Item)	Account Number	Amount
CAPITAL ONE	02/23/2024	CAPITAL ONE VISA CHARGES	AMAZON - LABELS 2EA.	092-66-3001	25.98
CAPITAL ONE	02/23/2024	CAPITAL ONE VISA CHARGES	NATIONAL PEN CO - CUSTOM PEN (2024 HOME SHOW)	092-66-3001	2,766.51
CAPITAL ONE	02/23/2024	CAPITAL ONE VISA CHARGES	MAILCHIMP - MONTHLY SUBSCRIPTION FEE	092-66-3001	13.00
CAPITAL ONE	02/23/2024	CAPITAL ONE VISA CHARGES	WALMART - MISC. SUPPLES (WABA HOME SHOW)	092-66-3001	111.82
Vendor CAPI0431 - CAPITAL ONE Total:					15,418.08

Vendor: CARL0713 - CARL B. DAVIS, TRUSTEE

CARL B. DAVIS, TRUSTEE	02/08/2024	BI-WEEKLY PAYROLL DEDUCTION - CASE NO. 23-10360	BI-WEEKLY PAYROLL DEDUCTION - CASE NO. 23-10360	001-00-2057	246.00
CARL B. DAVIS, TRUSTEE	02/22/2024	BI-WEEKLY PAYROLL DEDUCTION - CASE NO. 23-10360	BI-WEEKLY PAYROLL DEDUCTION - CASE NO. 23-10360	001-00-2057	246.00
Vendor CARL0713 - CARL B. DAVIS, TRUSTEE Total:					492.00

Vendor: CHRI0513 - CHRISTOPHER CONNER

CHRISTOPHER CONNER	02/06/2024	BIG TWISTED BALLON & MAGIC SHOW 10/19/2024	BIG TWISTED BALLON & MAGIC SHOW 10/19/2024	058-50-3073	300.00
Vendor CHRI0513 - CHRISTOPHER CONNER Total:					300.00

Vendor: CHRI1039 - CHRISTOPHER GERMAN

CHRISTOPHER GERMAN	02/06/2024	GYMNASTICS INSTRUCTOR 7 HRS. 01/09 - 01/16/2024	GYMNASTICS INSTRUCTOR 7 HRS. 01/09 - 01/16/2024	030-50-1250	70.00
CHRISTOPHER GERMAN	02/06/2024	GYMNASTICS INSTRUCTOR 6 HRS. 01/23 - 01/30/2024	GYMNASTICS INSTRUCTOR 6 HRS. 01/23 - 01/30/2024	030-50-1250	60.00
CHRISTOPHER GERMAN	02/20/2024	GYMNASTICS INSTRUCTOR 6 HRS. 02/06 - 02/13/2024	GYMNASTICS INSTRUCTOR 6 HRS. 02/06 - 02/13/2024	030-50-1250	60.00
Vendor CHRI1039 - CHRISTOPHER GERMAN Total:					190.00

Vendor: CHRI3084 - CHRISTOPHER WORRELL

CHRISTOPHER WORRELL	02/06/2024	CELL PHONE REIMBURSEMENT	CELL PHONE REIMBURSEMENT	001-22-2002	35.00
Vendor CHRI3084 - CHRISTOPHER WORRELL Total:					35.00

Vendor: CIAR1720 - CIARA LEACH

CIARA LEACH	02/06/2024	CELL PHONE REIMBURSEMENT	CELL PHONE REIMBURSEMENT	030-50-2002	35.00
Vendor CIAR1720 - CIARA LEACH Total:					35.00

Vendor: CINT0521 - CINTAS CORPORATION #451

CINTAS CORPORATION #451	02/06/2024	PUBLIC WORKS - BREAK/RESTROOM CLEANING	ULTRACLEAN CLEANING SVCS.	001-03-2004	29.74
CINTAS CORPORATION #451	02/06/2024	PUBLIC WORKS - BREAK/RESTROOM CLEANING	ULTRACLEAN CLEANING SVCS.	001-20-2004	29.75
CINTAS CORPORATION #451	02/06/2024	PUBLIC WORKS - BREAK/RESTROOM CLEANING	ULTRACLEAN CLEANING SVCS.	010-30-2004	29.74
CINTAS CORPORATION #451	02/06/2024	PUBLIC WORKS - BREAK/RESTROOM CLEANING	ULTRACLEAN CLEANING SVCS.	011-31-2004	29.74
CINTAS CORPORATION #451	02/06/2024	PUBLIC WORKS - BREAK/RESTROOM CLEANING	ULTRACLEAN CLEANING SVCS.	021-41-2004	29.74
CINTAS CORPORATION #451	02/06/2024	PUBLIC WORKS - UNIFORMS / SUPPLIES	EMP. 0015 J. LETOURNEAU	001-03-2012	5.78
CINTAS CORPORATION #451	02/06/2024	PUBLIC WORKS - UNIFORMS / SUPPLIES	EMP. 0006 R. STOKES	001-03-2012	3.69
CINTAS CORPORATION #451	02/06/2024	PUBLIC WORKS - UNIFORMS / SUPPLIES	EMP. 0025 T. CHAMBERLIN	001-03-2012	3.69
CINTAS CORPORATION #451	02/06/2024	PUBLIC WORKS - UNIFORMS / SUPPLIES	EMP. 0021 C. LEWIS	001-03-2012	3.69
CINTAS CORPORATION #451	02/06/2024	PUBLIC WORKS - UNIFORMS / SUPPLIES	EMP. 0011 K. STARK	001-03-2012	3.47
CINTAS CORPORATION #451	02/06/2024	PUBLIC WORKS - UNIFORMS / SUPPLIES	EMP. 0002 A. NGUYEN	001-03-2012	5.78
CINTAS CORPORATION #451	02/06/2024	PUBLIC WORKS - UNIFORMS / SUPPLIES	EMP. 0023 J. SNYDER	001-03-2012	5.78
CINTAS CORPORATION #451	02/06/2024	PUBLIC WORKS - UNIFORMS / SUPPLIES	EMP. 0001 O. BAILEY	001-03-2012	5.78

AP Summary of Expenditures

Payment Dates: 2/1/2024 - 2/29/2024

Vendor Name	Payment Date	Description (Payable)	Description (Item)	Account Number	Amount
CINTAS CORPORATION #451	02/06/2024	PUBLIC WORKS - UNIFORMS / SUPPLIES	EMP. 0012 C. BETTLES	001-20-2016	3.69
CINTAS CORPORATION #451	02/06/2024	PUBLIC WORKS - UNIFORMS / SUPPLIES	34X57 FENDER COVER - RED	010-30-2009	12.09
CINTAS CORPORATION #451	02/06/2024	PUBLIC WORKS - UNIFORMS / SUPPLIES	3X5 ACTIVE SCRAPER MAT	010-30-2009	0.42
CINTAS CORPORATION #451	02/06/2024	PUBLIC WORKS - UNIFORMS / SUPPLIES	SM SHOP TOWELS - RED	010-30-2009	5.05
CINTAS CORPORATION #451	02/06/2024	PUBLIC WORKS - UNIFORMS / SUPPLIES	1000 MOISTURIZING SOAP	010-30-2009	1.03
CINTAS CORPORATION #451	02/06/2024	PUBLIC WORKS - UNIFORMS / SUPPLIES	SANIS SCENTED TOILET BOWL CLIP	010-30-2009	0.83
CINTAS CORPORATION #451	02/06/2024	PUBLIC WORKS - UNIFORMS / SUPPLIES	EMP. 0007 S. RINEHART	010-30-2016	7.17
CINTAS CORPORATION #451	02/06/2024	PUBLIC WORKS - UNIFORMS / SUPPLIES	EMP. 0004 A. KIRCHERT	010-30-2016	8.11
CINTAS CORPORATION #451	02/06/2024	PUBLIC WORKS - UNIFORMS / SUPPLIES	EMP. 0017 E. SATTERFIELD	010-30-2016	6.94
CINTAS CORPORATION #451	02/06/2024	PUBLIC WORKS - UNIFORMS / SUPPLIES	EMP. 0020 C. ROSE	010-30-2016	5.78
CINTAS CORPORATION #451	02/06/2024	PUBLIC WORKS - UNIFORMS / SUPPLIES	SERVICE CHARGE	010-30-2016	3.39
CINTAS CORPORATION #451	02/06/2024	PUBLIC WORKS - UNIFORMS / SUPPLIES	EMP. 0019 M. LIPPOLDT	010-30-2016	1.23
CINTAS CORPORATION #451	02/06/2024	PUBLIC WORKS - UNIFORMS / SUPPLIES	UNIFORM ADVANTAGE	010-30-2016	13.22
CINTAS CORPORATION #451	02/06/2024	PUBLIC WORKS - UNIFORMS / SUPPLIES	EMP. 0005 M. LITCHFIELD	010-30-2016	5.45
CINTAS CORPORATION #451	02/06/2024	PUBLIC WORKS - UNIFORMS / SUPPLIES	SM SHOP TOWELS - RED	011-31-2009	5.05
CINTAS CORPORATION #451	02/06/2024	PUBLIC WORKS - UNIFORMS / SUPPLIES	SANIS SCENTED TOILET BOWL CLIP	011-31-2009	0.83
CINTAS CORPORATION #451	02/06/2024	PUBLIC WORKS - UNIFORMS / SUPPLIES	3X5 ACTIVE SCRAPER MAT	011-31-2009	0.42
CINTAS CORPORATION #451	02/06/2024	PUBLIC WORKS - UNIFORMS / SUPPLIES	1000 MOISTURIZING SOAP	011-31-2009	1.03
CINTAS CORPORATION #451	02/06/2024	PUBLIC WORKS - UNIFORMS / SUPPLIES	34X57 FENDER COVER - RED	011-31-2009	12.09
CINTAS CORPORATION #451	02/06/2024	PUBLIC WORKS - UNIFORMS / SUPPLIES	EMP. 0005 M. LITCHFIELD	011-31-2016	5.45
CINTAS CORPORATION #451	02/06/2024	PUBLIC WORKS - UNIFORMS / SUPPLIES	EMP. 0007 S. RINEHART	011-31-2016	7.17
CINTAS CORPORATION #451	02/06/2024	PUBLIC WORKS - UNIFORMS / SUPPLIES	EMP. 0010 N. CABALLERO	011-31-2016	8.11
CINTAS CORPORATION #451	02/06/2024	PUBLIC WORKS - UNIFORMS / SUPPLIES	UNIFORM ADVANTAGE	011-31-2016	13.22
CINTAS CORPORATION #451	02/06/2024	PUBLIC WORKS - UNIFORMS / SUPPLIES	EMP. 0009 B. HALE	011-31-2016	8.39
CINTAS CORPORATION #451	02/06/2024	PUBLIC WORKS - UNIFORMS / SUPPLIES	EMP. 0003 K. LYONS	011-31-2016	5.78
CINTAS CORPORATION #451	02/06/2024	PUBLIC WORKS - UNIFORMS / SUPPLIES	EMP. 0018 M. MCELROY	011-31-2016	1.16
CINTAS CORPORATION #451	02/06/2024	PUBLIC WORKS - UNIFORMS / SUPPLIES	EMP. 0019 M. LIPPOLDT	011-31-2016	1.23
CINTAS CORPORATION #451	02/06/2024	PUBLIC WORKS - UNIFORMS / SUPPLIES	SERVICE CHARGE	011-31-2016	3.39
CINTAS CORPORATION #451	02/06/2024	PUBLIC WORKS - UNIFORMS / SUPPLIES	3X5 ACTIVE SCRAPER MAT	021-41-2009	0.41
CINTAS CORPORATION #451	02/06/2024	PUBLIC WORKS - UNIFORMS / SUPPLIES	SANIS SCENTED TOILET BOWL CLIP	021-41-2009	0.83
CINTAS CORPORATION #451	02/06/2024	PUBLIC WORKS - UNIFORMS / SUPPLIES	1000 MOISTURIZING SOAP	021-41-2009	1.04
CINTAS CORPORATION #451	02/06/2024	PUBLIC WORKS - UNIFORMS / SUPPLIES	34X57 FENDER COVER - RED	021-41-2009	12.08

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Vendor Name	Payment Date	Description (Payable)	Description (Item)	Account Number	Amount
CINTAS CORPORATION #451	02/06/2024	PUBLIC WORKS - UNIFORMS / SUPPLIES	SM SHOP TOWELS - RED	021-41-2009	5.05
CINTAS CORPORATION #451	02/06/2024	PUBLIC WORKS - UNIFORMS / SUPPLIES	EMP. 0007 S. RINEHART	021-41-2016	7.16
CINTAS CORPORATION #451	02/06/2024	PUBLIC WORKS - UNIFORMS / SUPPLIES	UNIFORM ADVANTAGE	021-41-2016	13.21
CINTAS CORPORATION #451	02/06/2024	PUBLIC WORKS - UNIFORMS / SUPPLIES	SERVICE CHARGE	021-41-2016	3.39
CINTAS CORPORATION #451	02/06/2024	PUBLIC WORKS - UNIFORMS / SUPPLIES	EMP. 0005 M. LITCHFIELD	021-41-2016	5.44
CINTAS CORPORATION #451	02/06/2024	PUBLIC WORKS - UNIFORMS / SUPPLIES	EMP. 0019 M. LIPPOLDT	021-41-2016	1.23
CINTAS CORPORATION #451	02/06/2024	PUBLIC WORKS - UNIFORMS / SUPPLIES	EMP. 0018 M. MCELROY	021-41-2016	1.15
CINTAS CORPORATION #451	02/06/2024	PUBLIC WORKS - UNIFORMS / SUPPLIES	EMP. 0011 K. STARK	001-03-2012	3.47
CINTAS CORPORATION #451	02/06/2024	PUBLIC WORKS - UNIFORMS / SUPPLIES	EMP. 0006 R. STOKES	001-03-2012	3.69
CINTAS CORPORATION #451	02/06/2024	PUBLIC WORKS - UNIFORMS / SUPPLIES	EMP. 0002 A. NGUYEN	001-03-2012	5.78
CINTAS CORPORATION #451	02/06/2024	PUBLIC WORKS - UNIFORMS / SUPPLIES	EMP. 0021 C. LEWIS	001-03-2012	3.69
CINTAS CORPORATION #451	02/06/2024	PUBLIC WORKS - UNIFORMS / SUPPLIES	EMP. 0025 T. CHAMBERLIN	001-03-2012	3.69
CINTAS CORPORATION #451	02/06/2024	PUBLIC WORKS - UNIFORMS / SUPPLIES	EMP. 0001 O. BAILEY	001-03-2012	5.78
CINTAS CORPORATION #451	02/06/2024	PUBLIC WORKS - UNIFORMS / SUPPLIES	EMP. 0015 J. LETOURNEAU	001-03-2012	5.78
CINTAS CORPORATION #451	02/06/2024	PUBLIC WORKS - UNIFORMS / SUPPLIES	EMP. 0023 J. SNYDER	001-03-2012	5.78
CINTAS CORPORATION #451	02/06/2024	PUBLIC WORKS - UNIFORMS / SUPPLIES	EMP. 0012 C. BETTLES	001-20-2016	3.69
CINTAS CORPORATION #451	02/06/2024	PUBLIC WORKS - UNIFORMS / SUPPLIES	SM SHOP TOWELS - RED	010-30-2009	5.05
CINTAS CORPORATION #451	02/06/2024	PUBLIC WORKS - UNIFORMS / SUPPLIES	3X5 ACTIVE SCRAPER MAT	010-30-2009	0.42
CINTAS CORPORATION #451	02/06/2024	PUBLIC WORKS - UNIFORMS / SUPPLIES	SANIS SCENTED TOILET BOWL CLIP	010-30-2009	0.83
CINTAS CORPORATION #451	02/06/2024	PUBLIC WORKS - UNIFORMS / SUPPLIES	34X57 FENDER COVER - RED	010-30-2009	12.09
CINTAS CORPORATION #451	02/06/2024	PUBLIC WORKS - UNIFORMS / SUPPLIES	1000 MOISTURIZING SOAP	010-30-2009	1.03
CINTAS CORPORATION #451	02/06/2024	PUBLIC WORKS - UNIFORMS / SUPPLIES	UNIFORM ADVANTAGE	010-30-2016	13.22
CINTAS CORPORATION #451	02/06/2024	PUBLIC WORKS - UNIFORMS / SUPPLIES	EMP. 0007 S. RINEHART	010-30-2016	7.17
CINTAS CORPORATION #451	02/06/2024	PUBLIC WORKS - UNIFORMS / SUPPLIES	SERVICE CHARGE	010-30-2016	3.39
CINTAS CORPORATION #451	02/06/2024	PUBLIC WORKS - UNIFORMS / SUPPLIES	EMP. 0005 M. LITCHFIELD	010-30-2016	5.45
CINTAS CORPORATION #451	02/06/2024	PUBLIC WORKS - UNIFORMS / SUPPLIES	EMP. 0020 C. ROSE	010-30-2016	5.78
CINTAS CORPORATION #451	02/06/2024	PUBLIC WORKS - UNIFORMS / SUPPLIES	EMP. 0004 A. KIRCHERT	010-30-2016	8.11
CINTAS CORPORATION #451	02/06/2024	PUBLIC WORKS - UNIFORMS / SUPPLIES	EMP. 0017 E. SATTERFIELD	010-30-2016	6.94
CINTAS CORPORATION #451	02/06/2024	PUBLIC WORKS - UNIFORMS / SUPPLIES	EMP. 0019 M. LIPPOLDT	010-30-2016	1.23
CINTAS CORPORATION #451	02/06/2024	PUBLIC WORKS - UNIFORMS / SUPPLIES	SANIS SCENTED TOILET BOWL CLIP	011-31-2009	0.83
CINTAS CORPORATION #451	02/06/2024	PUBLIC WORKS - UNIFORMS / SUPPLIES	3X5 ACTIVE SCRAPER MAT	011-31-2009	0.42
CINTAS CORPORATION #451	02/06/2024	PUBLIC WORKS - UNIFORMS / SUPPLIES	SM SHOP TOWELS - RED	011-31-2009	5.05

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Vendor Name	Payment Date	Description (Payable)	Description (Item)	Account Number	Amount
CINTAS CORPORATION #451	02/06/2024	PUBLIC WORKS - UNIFORMS / SUPPLIES	1000 MOISTURIZING SOAP	011-31-2009	1.03
CINTAS CORPORATION #451	02/06/2024	PUBLIC WORKS - UNIFORMS / SUPPLIES	34X57 FENDER COVER - RED	011-31-2009	12.09
CINTAS CORPORATION #451	02/06/2024	PUBLIC WORKS - UNIFORMS / SUPPLIES	EMP. 0003 K. LYONS	011-31-2016	5.78
CINTAS CORPORATION #451	02/06/2024	PUBLIC WORKS - UNIFORMS / SUPPLIES	UNIFORM ADVANTAGE	011-31-2016	13.22
CINTAS CORPORATION #451	02/06/2024	PUBLIC WORKS - UNIFORMS / SUPPLIES	EMP. 0005 M. LITCHFIELD	011-31-2016	5.45
CINTAS CORPORATION #451	02/06/2024	PUBLIC WORKS - UNIFORMS / SUPPLIES	EMP. 0009 B. HALE	011-31-2016	8.39
CINTAS CORPORATION #451	02/06/2024	PUBLIC WORKS - UNIFORMS / SUPPLIES	EMP. 0010 N. CABALLERO	011-31-2016	8.11
CINTAS CORPORATION #451	02/06/2024	PUBLIC WORKS - UNIFORMS / SUPPLIES	EMP. 0007 S. RINEHART	011-31-2016	7.17
CINTAS CORPORATION #451	02/06/2024	PUBLIC WORKS - UNIFORMS / SUPPLIES	SERVICE CHARGE	011-31-2016	3.39
CINTAS CORPORATION #451	02/06/2024	PUBLIC WORKS - UNIFORMS / SUPPLIES	EMP. 0018 M. MCELROY	011-31-2016	1.16
CINTAS CORPORATION #451	02/06/2024	PUBLIC WORKS - UNIFORMS / SUPPLIES	EMP. 0019 M. LIPPOLDT	011-31-2016	1.23
CINTAS CORPORATION #451	02/06/2024	PUBLIC WORKS - UNIFORMS / SUPPLIES	34X57 FENDER COVER - RED	021-41-2009	12.08
CINTAS CORPORATION #451	02/06/2024	PUBLIC WORKS - UNIFORMS / SUPPLIES	3X5 ACTIVE SCRAPER MAT	021-41-2009	0.41
CINTAS CORPORATION #451	02/06/2024	PUBLIC WORKS - UNIFORMS / SUPPLIES	SANIS SCENTED TOILET BOWL CLIP	021-41-2009	0.83
CINTAS CORPORATION #451	02/06/2024	PUBLIC WORKS - UNIFORMS / SUPPLIES	SM SHOP TOWELS - RED	021-41-2009	5.05
CINTAS CORPORATION #451	02/06/2024	PUBLIC WORKS - UNIFORMS / SUPPLIES	1000 MOISTURIZING SOAP	021-41-2009	1.04
CINTAS CORPORATION #451	02/06/2024	PUBLIC WORKS - UNIFORMS / SUPPLIES	EMP. 0018 M. MCELROY	021-41-2016	1.15
CINTAS CORPORATION #451	02/06/2024	PUBLIC WORKS - UNIFORMS / SUPPLIES	EMP. 0019 M. LIPPOLDT	021-41-2016	1.23
CINTAS CORPORATION #451	02/06/2024	PUBLIC WORKS - UNIFORMS / SUPPLIES	EMP. 0005 M. LITCHFIELD	021-41-2016	5.44
CINTAS CORPORATION #451	02/06/2024	PUBLIC WORKS - UNIFORMS / SUPPLIES	SERVICE CHARGE	021-41-2016	3.39
CINTAS CORPORATION #451	02/06/2024	PUBLIC WORKS - UNIFORMS / SUPPLIES	UNIFORM ADVANTAGE	021-41-2016	13.21
CINTAS CORPORATION #451	02/06/2024	PUBLIC WORKS - UNIFORMS / SUPPLIES	EMP. 0007 S. RINEHART	021-41-2016	7.16
CINTAS CORPORATION #451	02/06/2024	PUBLIC WORKS - BREAK/RESTROOM CLEANING	ULTRACLEAN CLEANING SVCS.	001-03-2004	29.74
CINTAS CORPORATION #451	02/06/2024	PUBLIC WORKS - BREAK/RESTROOM CLEANING	ULTRACLEAN CLEANING SVCS.	001-20-2004	29.74
CINTAS CORPORATION #451	02/06/2024	PUBLIC WORKS - BREAK/RESTROOM CLEANING	ULTRACLEAN CLEANING SVCS.	010-30-2004	29.74
CINTAS CORPORATION #451	02/06/2024	PUBLIC WORKS - BREAK/RESTROOM CLEANING	ULTRACLEAN CLEANING SVCS.	011-31-2004	29.74
CINTAS CORPORATION #451	02/06/2024	PUBLIC WORKS - BREAK/RESTROOM CLEANING	ULTRACLEAN CLEANING SVCS.	021-41-2004	29.75
CINTAS CORPORATION #451	02/20/2024	PUBLIC WORKS - UNIFORMS / SUPPLIES	EMP. 0023 J. SNYDER	001-03-2012	5.78
CINTAS CORPORATION #451	02/20/2024	PUBLIC WORKS - UNIFORMS / SUPPLIES	EMP. 0001 O. BAILEY	001-03-2012	5.78
CINTAS CORPORATION #451	02/20/2024	PUBLIC WORKS - UNIFORMS / SUPPLIES	EMP. 0021 C. LEWIS	001-03-2012	3.69
CINTAS CORPORATION #451	02/20/2024	PUBLIC WORKS - UNIFORMS / SUPPLIES	EMP. 0025 T. CHAMBERLIN	001-03-2012	3.69
CINTAS CORPORATION #451	02/20/2024	PUBLIC WORKS - UNIFORMS / SUPPLIES	EMP. 0006 R. STOKES	001-03-2012	3.69

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Vendor Name	Payment Date	Description (Payable)	Description (Item)	Account Number	Amount
CINTAS CORPORATION #451	02/20/2024	PUBLIC WORKS - UNIFORMS / SUPPLIES	EMP. 0015 J. LETOURNEAU	001-03-2012	5.78
CINTAS CORPORATION #451	02/20/2024	PUBLIC WORKS - UNIFORMS / SUPPLIES	EMP. 0011 K. STARK	001-03-2012	3.47
CINTAS CORPORATION #451	02/20/2024	PUBLIC WORKS - UNIFORMS / SUPPLIES	EMP. 0002 A. NGUYEN	001-03-2012	5.78
CINTAS CORPORATION #451	02/20/2024	PUBLIC WORKS - UNIFORMS / SUPPLIES	EMP. 0012 C. BETTLES	001-20-2016	3.69
CINTAS CORPORATION #451	02/20/2024	PUBLIC WORKS - UNIFORMS / SUPPLIES	SANIS SCENTED TOILET BOWL CLIP	010-30-2009	0.83
CINTAS CORPORATION #451	02/20/2024	PUBLIC WORKS - UNIFORMS / SUPPLIES	34X57 FENDER COVER - RED	010-30-2009	12.09
CINTAS CORPORATION #451	02/20/2024	PUBLIC WORKS - UNIFORMS / SUPPLIES	1000 MOISTURIZING SOAP	010-30-2009	1.03
CINTAS CORPORATION #451	02/20/2024	PUBLIC WORKS - UNIFORMS / SUPPLIES	SM SHOP TOWELS - RED	010-30-2009	5.05
CINTAS CORPORATION #451	02/20/2024	PUBLIC WORKS - UNIFORMS / SUPPLIES	3X5 ACTIVE SCRAPER MAT	010-30-2009	0.42
CINTAS CORPORATION #451	02/20/2024	PUBLIC WORKS - UNIFORMS / SUPPLIES	EMP. 0019 M. LIPPOLDT	010-30-2016	1.23
CINTAS CORPORATION #451	02/20/2024	PUBLIC WORKS - UNIFORMS / SUPPLIES	EMP. 0005 M. LITCHFIELD	010-30-2016	6.05
CINTAS CORPORATION #451	02/20/2024	PUBLIC WORKS - UNIFORMS / SUPPLIES	EMP. 0017 E. SATTERFIELD	010-30-2016	6.94
CINTAS CORPORATION #451	02/20/2024	PUBLIC WORKS - UNIFORMS / SUPPLIES	UNIFORM ADVANTAGE	010-30-2016	13.22
CINTAS CORPORATION #451	02/20/2024	PUBLIC WORKS - UNIFORMS / SUPPLIES	EMP. 0007 S. RINEHART	010-30-2016	7.17
CINTAS CORPORATION #451	02/20/2024	PUBLIC WORKS - UNIFORMS / SUPPLIES	SERVICE CHARGE	010-30-2016	3.39
CINTAS CORPORATION #451	02/20/2024	PUBLIC WORKS - UNIFORMS / SUPPLIES	EMP. 0004 A. KIRCHERT	010-30-2016	8.11
CINTAS CORPORATION #451	02/20/2024	PUBLIC WORKS - UNIFORMS / SUPPLIES	EMP. 0020 C. ROSE	010-30-2016	5.78
CINTAS CORPORATION #451	02/20/2024	PUBLIC WORKS - UNIFORMS / SUPPLIES	1000 MOISTURIZING SOAP	011-31-2009	1.03
CINTAS CORPORATION #451	02/20/2024	PUBLIC WORKS - UNIFORMS / SUPPLIES	SANIS SCENTED TOILET BOWL CLIP	011-31-2009	0.83
CINTAS CORPORATION #451	02/20/2024	PUBLIC WORKS - UNIFORMS / SUPPLIES	SM SHOP TOWELS - RED	011-31-2009	5.05
CINTAS CORPORATION #451	02/20/2024	PUBLIC WORKS - UNIFORMS / SUPPLIES	34X57 FENDER COVER - RED	011-31-2009	12.09
CINTAS CORPORATION #451	02/20/2024	PUBLIC WORKS - UNIFORMS / SUPPLIES	3X5 ACTIVE SCRAPER MAT	011-31-2009	0.42
CINTAS CORPORATION #451	02/20/2024	PUBLIC WORKS - UNIFORMS / SUPPLIES	EMP. 0005 M. LITCHFIELD	011-31-2016	6.05
CINTAS CORPORATION #451	02/20/2024	PUBLIC WORKS - UNIFORMS / SUPPLIES	EMP. 0003 K. LYONS	011-31-2016	5.78
CINTAS CORPORATION #451	02/20/2024	PUBLIC WORKS - UNIFORMS / SUPPLIES	UNIFORM ADVANTAGE	011-31-2016	13.22
CINTAS CORPORATION #451	02/20/2024	PUBLIC WORKS - UNIFORMS / SUPPLIES	SERVICE CHARGE	011-31-2016	3.39
CINTAS CORPORATION #451	02/20/2024	PUBLIC WORKS - UNIFORMS / SUPPLIES	EMP. 0018 M. MCELROY	011-31-2016	1.16
CINTAS CORPORATION #451	02/20/2024	PUBLIC WORKS - UNIFORMS / SUPPLIES	EMP. 0007 S. RINEHART	011-31-2016	7.17
CINTAS CORPORATION #451	02/20/2024	PUBLIC WORKS - UNIFORMS / SUPPLIES	EMP. 0010 N. CABALLERO	011-31-2016	8.11
CINTAS CORPORATION #451	02/20/2024	PUBLIC WORKS - UNIFORMS / SUPPLIES	EMP. 0009 B. HALE	011-31-2016	8.39
CINTAS CORPORATION #451	02/20/2024	PUBLIC WORKS - UNIFORMS / SUPPLIES	EMP. 0019 M. LIPPOLDT	011-31-2016	1.23
CINTAS CORPORATION #451	02/20/2024	PUBLIC WORKS - UNIFORMS / SUPPLIES	SM SHOP TOWELS - RED	021-41-2009	5.05

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Payment Dates: 2/1/2024 - 2/29/2024

Vendor Name	Payment Date	Description (Payable)	Description (Item)	Account Number	Amount
CINTAS CORPORATION #451	02/20/2024	PUBLIC WORKS - UNIFORMS / SUPPLIES	34X57 FENDER COVER - RED	021-41-2009	12.08
CINTAS CORPORATION #451	02/20/2024	PUBLIC WORKS - UNIFORMS / SUPPLIES	1000 MOISTURIZING SOAP	021-41-2009	1.04
CINTAS CORPORATION #451	02/20/2024	PUBLIC WORKS - UNIFORMS / SUPPLIES	SANIS SCENTED TOILET BOWL CLIP	021-41-2009	0.83
CINTAS CORPORATION #451	02/20/2024	PUBLIC WORKS - UNIFORMS / SUPPLIES	3X5 ACTIVE SCRAPER MAT	021-41-2009	0.41
CINTAS CORPORATION #451	02/20/2024	PUBLIC WORKS - UNIFORMS / SUPPLIES	EMP. 0007 S. RINEHART	021-41-2016	7.16
CINTAS CORPORATION #451	02/20/2024	PUBLIC WORKS - UNIFORMS / SUPPLIES	EMP. 0018 M. MCELROY	021-41-2016	1.15
CINTAS CORPORATION #451	02/20/2024	PUBLIC WORKS - UNIFORMS / SUPPLIES	SERVICE CHARGE	021-41-2016	3.39
CINTAS CORPORATION #451	02/20/2024	PUBLIC WORKS - UNIFORMS / SUPPLIES	UNIFORM ADVANTAGE	021-41-2016	13.21
CINTAS CORPORATION #451	02/20/2024	PUBLIC WORKS - UNIFORMS / SUPPLIES	EMP. 0005 M. LITCHFIELD	021-41-2016	6.04
CINTAS CORPORATION #451	02/20/2024	PUBLIC WORKS - UNIFORMS / SUPPLIES	EMP. 0019 M. LIPPOLDT	021-41-2016	1.23
CINTAS CORPORATION #451	02/20/2024	PUBLIC WORKS - UNIFORMS / SUPPLIES	EMP. 0011 K. STARK	001-03-2012	3.47
CINTAS CORPORATION #451	02/20/2024	PUBLIC WORKS - UNIFORMS / SUPPLIES	EMP. 0021 C. LEWIS	001-03-2012	3.69
CINTAS CORPORATION #451	02/20/2024	PUBLIC WORKS - UNIFORMS / SUPPLIES	EMP. 0025 T. CHAMBERLIN	001-03-2012	3.69
CINTAS CORPORATION #451	02/20/2024	PUBLIC WORKS - UNIFORMS / SUPPLIES	EMP. 0006 R. STOKES	001-03-2012	3.69
CINTAS CORPORATION #451	02/20/2024	PUBLIC WORKS - UNIFORMS / SUPPLIES	EMP. 0015 J. LETOURNEAU	001-03-2012	5.78
CINTAS CORPORATION #451	02/20/2024	PUBLIC WORKS - UNIFORMS / SUPPLIES	EMP. 0001 O. BAILEY	001-03-2012	5.78
CINTAS CORPORATION #451	02/20/2024	PUBLIC WORKS - UNIFORMS / SUPPLIES	EMP. 0023 J. SNYDER	001-03-2012	5.78
CINTAS CORPORATION #451	02/20/2024	PUBLIC WORKS - UNIFORMS / SUPPLIES	EMP. 0002 A. NGUYEN	001-03-2012	5.78
CINTAS CORPORATION #451	02/20/2024	PUBLIC WORKS - UNIFORMS / SUPPLIES	EMP. 0012 C. BETTLES	001-20-2016	3.69
CINTAS CORPORATION #451	02/20/2024	PUBLIC WORKS - UNIFORMS / SUPPLIES	3X5 ACTIVE SCRAPER MAT	010-30-2009	0.42
CINTAS CORPORATION #451	02/20/2024	PUBLIC WORKS - UNIFORMS / SUPPLIES	1000 MOISTURIZING SOAP	010-30-2009	1.06
CINTAS CORPORATION #451	02/20/2024	PUBLIC WORKS - UNIFORMS / SUPPLIES	SM SHOP TOWELS - RED	010-30-2009	5.05
CINTAS CORPORATION #451	02/20/2024	PUBLIC WORKS - UNIFORMS / SUPPLIES	34X57 FENDER COVER - RED	010-30-2009	12.09
CINTAS CORPORATION #451	02/20/2024	PUBLIC WORKS - UNIFORMS / SUPPLIES	SANIS SCENTED TOILET BOWL CLIP	010-30-2009	0.83
CINTAS CORPORATION #451	02/20/2024	PUBLIC WORKS - UNIFORMS / SUPPLIES	EMP. 0019 M. LIPPOLDT	010-30-2016	1.23
CINTAS CORPORATION #451	02/20/2024	PUBLIC WORKS - UNIFORMS / SUPPLIES	SERVICE CHARGE	010-30-2016	3.39
CINTAS CORPORATION #451	02/20/2024	PUBLIC WORKS - UNIFORMS / SUPPLIES	EMP. 0007 S. RINEHART	010-30-2016	7.17
CINTAS CORPORATION #451	02/20/2024	PUBLIC WORKS - UNIFORMS / SUPPLIES	EMP. 0017 E. SATTERFIELD	010-30-2016	6.94
CINTAS CORPORATION #451	02/20/2024	PUBLIC WORKS - UNIFORMS / SUPPLIES	EMP. 0005 M. LITCHFIELD	010-30-2016	5.45
CINTAS CORPORATION #451	02/20/2024	PUBLIC WORKS - UNIFORMS / SUPPLIES	EMP. 0004 A. KIRCHERT	010-30-2016	8.11
CINTAS CORPORATION #451	02/20/2024	PUBLIC WORKS - UNIFORMS / SUPPLIES	UNIFORM ADVANTAGE	010-30-2016	13.22
CINTAS CORPORATION #451	02/20/2024	PUBLIC WORKS - UNIFORMS / SUPPLIES	EMP. 0020 C. ROSE	010-30-2016	5.78

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Vendor Name	Payment Date	Description (Payable)	Description (Item)	Account Number	Amount
CINTAS CORPORATION #451	02/20/2024	PUBLIC WORKS - UNIFORMS / SUPPLIES	3X5 ACTIVE SCRAPER MAT	011-31-2009	0.42
CINTAS CORPORATION #451	02/20/2024	PUBLIC WORKS - UNIFORMS / SUPPLIES	SANIS SCENTED TOILET BOWL CLIP	011-31-2009	0.83
CINTAS CORPORATION #451	02/20/2024	PUBLIC WORKS - UNIFORMS / SUPPLIES	SM SHOP TOWELS - RED	011-31-2009	5.05
CINTAS CORPORATION #451	02/20/2024	PUBLIC WORKS - UNIFORMS / SUPPLIES	1000 MOISTURIZING SOAP	011-31-2009	1.06
CINTAS CORPORATION #451	02/20/2024	PUBLIC WORKS - UNIFORMS / SUPPLIES	34X57 FENDER COVER - RED	011-31-2009	12.09
CINTAS CORPORATION #451	02/20/2024	PUBLIC WORKS - UNIFORMS / SUPPLIES	EMP. 0005 M. LITCHFIELD	011-31-2016	5.45
CINTAS CORPORATION #451	02/20/2024	PUBLIC WORKS - UNIFORMS / SUPPLIES	EMP. 0009 B. HALE	011-31-2016	8.39
CINTAS CORPORATION #451	02/20/2024	PUBLIC WORKS - UNIFORMS / SUPPLIES	EMP. 0010 N. CABALLERO	011-31-2016	8.11
CINTAS CORPORATION #451	02/20/2024	PUBLIC WORKS - UNIFORMS / SUPPLIES	UNIFORM ADVANTAGE	011-31-2016	13.22
CINTAS CORPORATION #451	02/20/2024	PUBLIC WORKS - UNIFORMS / SUPPLIES	EMP. 0019 M. LIPPOLDT	011-31-2016	1.23
CINTAS CORPORATION #451	02/20/2024	PUBLIC WORKS - UNIFORMS / SUPPLIES	EMP. 0003 K. LYONS	011-31-2016	5.78
CINTAS CORPORATION #451	02/20/2024	PUBLIC WORKS - UNIFORMS / SUPPLIES	EMP. 0007 S. RINEHART	011-31-2016	7.17
CINTAS CORPORATION #451	02/20/2024	PUBLIC WORKS - UNIFORMS / SUPPLIES	EMP. 0018 M. MCELROY	011-31-2016	1.16
CINTAS CORPORATION #451	02/20/2024	PUBLIC WORKS - UNIFORMS / SUPPLIES	SERVICE CHARGE	011-31-2016	3.39
CINTAS CORPORATION #451	02/20/2024	PUBLIC WORKS - UNIFORMS / SUPPLIES	1000 MOISTURIZING SOAP	021-41-2009	1.08
CINTAS CORPORATION #451	02/20/2024	PUBLIC WORKS - UNIFORMS / SUPPLIES	34X57 FENDER COVER - RED	021-41-2009	12.08
CINTAS CORPORATION #451	02/20/2024	PUBLIC WORKS - UNIFORMS / SUPPLIES	SM SHOP TOWELS - RED	021-41-2009	5.05
CINTAS CORPORATION #451	02/20/2024	PUBLIC WORKS - UNIFORMS / SUPPLIES	3X5 ACTIVE SCRAPER MAT	021-41-2009	0.41
CINTAS CORPORATION #451	02/20/2024	PUBLIC WORKS - UNIFORMS / SUPPLIES	SANIS SCENTED TOILET BOWL CLIP	021-41-2009	0.83
CINTAS CORPORATION #451	02/20/2024	PUBLIC WORKS - UNIFORMS / SUPPLIES	EMP. 0005 M. LITCHFIELD	021-41-2016	5.44
CINTAS CORPORATION #451	02/20/2024	PUBLIC WORKS - UNIFORMS / SUPPLIES	EMP. 0018 M. MCELROY	021-41-2016	1.15
CINTAS CORPORATION #451	02/20/2024	PUBLIC WORKS - UNIFORMS / SUPPLIES	EMP. 0019 M. LIPPOLDT	021-41-2016	1.23
CINTAS CORPORATION #451	02/20/2024	PUBLIC WORKS - UNIFORMS / SUPPLIES	EMP. 0007 S. RINEHART	021-41-2016	7.16
CINTAS CORPORATION #451	02/20/2024	PUBLIC WORKS - UNIFORMS / SUPPLIES	UNIFORM ADVANTAGE	021-41-2016	13.21
CINTAS CORPORATION #451	02/20/2024	PUBLIC WORKS - UNIFORMS / SUPPLIES	SERVICE CHARGE	021-41-2016	3.39
CINTAS CORPORATION #451	02/20/2024	PUBLIC WORKS - BREAK/RESTROOM CLEANING	ULTRACLEAN CLEANING SVCS.	001-03-2004	29.74
CINTAS CORPORATION #451	02/20/2024	PUBLIC WORKS - BREAK/RESTROOM CLEANING	ULTRACLEAN CLEANING SVCS.	001-20-2004	29.74
CINTAS CORPORATION #451	02/20/2024	PUBLIC WORKS - BREAK/RESTROOM CLEANING	ULTRACLEAN CLEANING SVCS.	010-30-2004	29.74
CINTAS CORPORATION #451	02/20/2024	PUBLIC WORKS - BREAK/RESTROOM CLEANING	ULTRACLEAN CLEANING SVCS.	011-31-2004	29.74
CINTAS CORPORATION #451	02/20/2024	PUBLIC WORKS - BREAK/RESTROOM CLEANING	ULTRACLEAN CLEANING SVCS.	021-41-2004	29.75
CINTAS CORPORATION #451	02/20/2024	PUBLIC WORKS - FIRST AID / SUPPLIES	PUBLIC WORKS - FIRST AID / SUPPLIES	001-03-2012	550.12
CINTAS CORPORATION #451	02/20/2024	PUBLIC WORKS - FIRST AID / SUPPLIES	PUBLIC WORKS - FIRST AID / SUPPLIES	010-30-2012	550.14

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Vendor Name	Payment Date	Description (Payable)	Description (Item)	Account Number	Amount
CINTAS CORPORATION #451	02/20/2024	PUBLIC WORKS - FIRST AID / SUPPLIES	PUBLIC WORKS - FIRST AID / SUPPLIES	011-31-2012	550.12
CINTAS CORPORATION #451	02/20/2024	PUBLIC WORKS - FIRST AID / SUPPLIES	PUBLIC WORKS - FIRST AID / SUPPLIES	021-41-2012	550.12
Vendor CINT0521 - CINTAS CORPORATION #451 Total:					3,594.01

Vendor: CITY0526 - CITY ELECTRIC SUPPLY CO.

CITY ELECTRIC SUPPLY CO.	02/20/2024	ELECTRICAL SUPPLIES	1/2" PVC SCH40 TERMINAL ADAPTER 12EA.	010-30-2006	2.50
CITY ELECTRIC SUPPLY CO.	02/20/2024	ELECTRICAL SUPPLIES	2G RECEPTACLE BOX, 5-1/2" HOLES, GRAY 1EA.	010-30-2006	5.73
CITY ELECTRIC SUPPLY CO.	02/20/2024	ELECTRICAL SUPPLIES	1/2" STR STEEL-ZINC LIQUID TIGH FITTING 12EA.	010-30-2006	18.28
CITY ELECTRIC SUPPLY CO.	02/20/2024	ELECTRICAL SUPPLIES	1/2" PVC SCH80 PIPE 50EA.	010-30-2006	46.57
CITY ELECTRIC SUPPLY CO.	02/20/2024	ELECTRICAL SUPPLIES	200W LED FLOOD LIGHT 4EA.	010-30-2006	1,794.88
CITY ELECTRIC SUPPLY CO.	02/20/2024	ELECTRICAL SUPPLIES	1/2" PVC SCH40 COUPLING 10EA.	010-30-2006	1.51
CITY ELECTRIC SUPPLY CO.	02/20/2024	ELECTRICAL SUPPLIES	1G BLANK COVER, GRAY 4EA.	010-30-2006	2.36
CITY ELECTRIC SUPPLY CO.	02/20/2024	ELECTRICAL SUPPLIES	1G RECEPTACLE BOX, 5-1/2" HOLES, GRAY 4EA.	010-30-2006	11.24
CITY ELECTRIC SUPPLY CO.	02/20/2024	ELECTRICAL SUPPLIES	2G BLANK COVER, GRAY 1EA.	010-30-2006	1.10
Vendor CITY0526 - CITY ELECTRIC SUPPLY CO. Total:					1,884.17

Vendor: CITY0523 - CITY OF HAYSVILLE

CITY OF HAYSVILLE	02/08/2024	PAYROLL DEDUCTION MED OPT 1	PAYROLL DEDUCTION MED OPT 1	001-00-5056	8,072.94
CITY OF HAYSVILLE	02/08/2024	PAYROLL DEDUCTION MED OPT 2	PAYROLL DEDUCTION MED OPT 2	001-00-5056	4,450.62
CITY OF HAYSVILLE	02/08/2024	PAYROLL DEDUCTION MED OPT 3	PAYROLL DEDUCTION MED OPT 3	001-00-5056	11,213.61
CITY OF HAYSVILLE	02/08/2024	PAYROLL DEDUCTION MED HDHP	PAYROLL DEDUCTION MED HDHP	001-00-5056	7,113.53
CITY OF HAYSVILLE	02/08/2024	PAYROLL DEDUCTION COH DENTAL	PAYROLL DEDUCTION COH DENTAL	001-00-2050	671.77
CITY OF HAYSVILLE	02/08/2024	PAYROLL DEDUCTION COH DENTAL	PAYROLL DEDUCTION COH DENTAL	001-00-2050	2,103.78
CITY OF HAYSVILLE	02/08/2024	PAYROLL DEDUCTION COH VISION	PAYROLL DEDUCTION COH VISION	001-00-2062	772.59
CITY OF HAYSVILLE	02/22/2024	PAYROLL DEDUCTION MED OPT 1	PAYROLL DEDUCTION MED OPT 1	001-00-5056	8,072.94
CITY OF HAYSVILLE	02/22/2024	PAYROLL DEDUCTION MED OPT 2	PAYROLL DEDUCTION MED OPT 2	001-00-5056	4,450.62
CITY OF HAYSVILLE	02/22/2024	PAYROLL DEDUCTION MED OPT 3	PAYROLL DEDUCTION MED OPT 3	001-00-5056	11,213.61
CITY OF HAYSVILLE	02/22/2024	PAYROLL DEDUCTION MED HDHP	PAYROLL DEDUCTION MED HDHP	001-00-5056	7,113.53
CITY OF HAYSVILLE	02/22/2024	PAYROLL DEDUCTION COH DENTAL	PAYROLL DEDUCTION COH DENTAL	001-00-2050	732.84
Vendor CITY0523 - CITY OF HAYSVILLE Total:					65,982.38

Vendor: CITY2309 - CITYCODE FINANCIAL, LLC.

CITYCODE FINANCIAL, LLC.	02/20/2024	SOFTWARE CODIFICATIO...	2024 ANNUAL FEE - SOFTWARE CODIFICATION FEES	001-10-2040	1,500.00
Vendor CITY2309 - CITYCODE FINANCIAL, LLC. Total:					1,500.00

Vendor: CM3,0555 - CM3, INC.

CM3, INC.	02/20/2024	EQUIPMENT MAINTENANCE	MISC. COUPLINGS & FITTINGS	010-30-2006	149.00
CM3, INC.	02/20/2024	EQUIPMENT MAINTENANCE	S/C 01/16/2024 WWTP FROZEN PIPE REPAIRS	010-30-2006	945.00
Vendor CM3,0555 - CM3, INC. Total:					1,094.00

Vendor: COLO0570 - COLONIAL LIFE & ACCIDENT INS

COLONIAL LIFE & ACCIDENT I...	02/22/2024	PAYROLL DEDUCTION COLONIAL	PAYROLL DEDUCTION COLONIAL	001-00-2053	319.62
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Payment Dates: 2/1/2024 - 2/29/2024

Vendor Name	Payment Date	Description (Payable)	Description (Item)	Account Number	Amount
COLONIAL LIFE & ACCIDENT I...	02/22/2024	PAYROLL DEDUCTION COLONIAL LIFE	PAYROLL DEDUCTION COLONIAL	001-00-2058	377.39
Vendor COLO0570 - COLONIAL LIFE & ACCIDENT INS Total:					697.01
Vendor: CORE0620 - CORE & MAIN					
CORE & MAIN	02/06/2024	WATER SUPPLIES	SMARTPOINT 520M PIT SET MODULES	011-31-2009	1,900.60
CORE & MAIN	02/20/2024	WATER SUPPLIES	5/8" X 3/4" SENSUS ALLY WATER METER 2EA.	011-31-2009	850.00
Vendor CORE0620 - CORE & MAIN Total:					2,750.60
Vendor: CORN0621 - CORNEJO & SONS INC					
CORNEJO & SONS INC	02/06/2024	3/8" WHITE STONE 60.27 TONS - PW DRIVEWAY	3/8" WHITE STONE 60.27 TONS - PW DRIVEWAY	001-03-2009	549.96
CORNEJO & SONS INC	02/06/2024	3/8" WHITE STONE 60.27 TONS - PW DRIVEWAY	3/8" WHITE STONE 60.27 TONS - PW DRIVEWAY	010-30-2009	549.96
CORNEJO & SONS INC	02/06/2024	3/8" WHITE STONE 60.27 TONS - PW DRIVEWAY	3/8" WHITE STONE 60.27 TONS - PW DRIVEWAY	011-31-2009	549.98
CORNEJO & SONS INC	02/06/2024	3/8" WHITE STONE 60.27 TONS - PW DRIVEWAY	3/8" WHITE STONE 60.27 TONS - PW DRIVEWAY	021-41-2009	549.96
CORNEJO & SONS INC	02/20/2024	3/8" WHITE STONE 60.06 TONS - PW DRIVEWAY	3/8" WHITE STONE 60.06 TONS - PW DRIVEWAY	001-03-2009	548.05
CORNEJO & SONS INC	02/20/2024	3/8" WHITE STONE 60.06 TONS - PW DRIVEWAY	3/8" WHITE STONE 60.06 TONS - PW DRIVEWAY	010-30-2009	548.05
CORNEJO & SONS INC	02/20/2024	3/8" WHITE STONE 60.06 TONS - PW DRIVEWAY	3/8" WHITE STONE 60.06 TONS - PW DRIVEWAY	011-31-2009	548.05
CORNEJO & SONS INC	02/20/2024	3/8" WHITE STONE 60.06 TONS - PW DRIVEWAY	3/8" WHITE STONE 60.06 TONS - PW DRIVEWAY	021-41-2009	548.05
CORNEJO & SONS INC	02/20/2024	FILL SAND 50.30 TONS	FILL SAND 50.30 TONS	011-31-2009	691.10
Vendor CORN0621 - CORNEJO & SONS INC Total:					5,083.16
Vendor: COXC0636 - COX BUSINESS					
COX BUSINESS	02/06/2024	CITY/PD/COURT - MONTHLY CABLE/DATA SVCS.	CITY/PD/COURT - MONTHLY CABLE/DATA SVCS.	001-01-2002	438.62
COX BUSINESS	02/06/2024	CITY/PD/COURT - MONTHLY CABLE/DATA SVCS.	CITY/PD/COURT - MONTHLY CABLE/DATA SVCS.	001-02-2002	1,333.41
COX BUSINESS	02/06/2024	CITY/PD/COURT - MONTHLY CABLE/DATA SVCS.	CITY/PD/COURT - MONTHLY CABLE/DATA SVCS.	001-04-2002	44.96
COX BUSINESS	02/06/2024	CITY/PD/COURT - MONTHLY CABLE/DATA SVCS.	CITY/PD/COURT - MONTHLY CABLE/DATA SVCS.	001-06-2002	109.65
COX BUSINESS	02/06/2024	CITY/PD/COURT - MONTHLY CABLE/DATA SVCS.	CITY/PD/COURT - MONTHLY CABLE/DATA SVCS.	001-18-2002	176.55
COX BUSINESS	02/06/2024	CITY/PD/COURT - MONTHLY CABLE/DATA SVCS.	CITY/PD/COURT - MONTHLY CABLE/DATA SVCS.	001-21-2002	44.96
COX BUSINESS	02/06/2024	CITY/PD/COURT - MONTHLY CABLE/DATA SVCS.	CITY/PD/COURT - MONTHLY CABLE/DATA SVCS.	001-22-2002	44.96
COX BUSINESS	02/06/2024	PW - MONTHLY CABLE/DATA SVCS.	PW - MONTHLY CABLE/DATA SVCS.	001-03-2002	28.76
COX BUSINESS	02/06/2024	PW - MONTHLY CABLE/DATA SVCS.	PW - MONTHLY CABLE/DATA SVCS.	001-20-2002	28.75
COX BUSINESS	02/06/2024	PW - MONTHLY CABLE/DATA SVCS.	PW - MONTHLY CABLE/DATA SVCS.	010-30-2002	28.75
COX BUSINESS	02/06/2024	PW - MONTHLY CABLE/DATA SVCS.	PW - MONTHLY CABLE/DATA SVCS.	011-31-2002	28.75
COX BUSINESS	02/06/2024	PW - MONTHLY CABLE/DATA SVCS.	PW - MONTHLY CABLE/DATA SVCS.	021-41-2002	28.75
COX BUSINESS	02/06/2024	SR. CNTR. - MONTHLY CABLE/DATA SVCS.	SR. CNTR. - MONTHLY CABLE DATA SVCS.	001-12-2003	288.65
COX BUSINESS	02/20/2024	HAC - MONTHLY CABLE/DATA SVCS.	HAC - MONTHLY DATA SVC.	030-50-2002	142.07
COX BUSINESS	02/20/2024	HAC - MONTHLY CABLE/DATA SVCS.	HAC - MONTHLY CABLE SVC.	030-50-2003	81.72
COX BUSINESS	02/20/2024	PW - MONTHLY CABLE/DATA SVCS.	PW - MONTHLY CABLE/DATA SVCS.	001-03-2002	1.24
COX BUSINESS	02/20/2024	PW - MONTHLY CABLE/DATA SVCS.	PW - MONTHLY CABLE/DATA SVCS.	001-20-2002	1.24

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Vendor Name	Payment Date	Description (Payable)	Description (Item)	Account Number	Amount
COX BUSINESS	02/20/2024	PW - MONTHLY CABLE/DATA SVCS.	PW - MONTHLY CABLE/DATA SVCS.	010-30-2002	1.24
COX BUSINESS	02/20/2024	PW - MONTHLY CABLE/DATA SVCS.	PW - MONTHLY CABLE/DATA SVCS.	011-31-2002	1.24
COX BUSINESS	02/20/2024	PW - MONTHLY CABLE/DATA SVCS.	PW - MONTHLY CABLE/DATA SVCS.	021-41-2002	1.26
Vendor COXC0636 - COX BUSINESS Total:					2,855.53
Vendor: CUMM0675 - CUMMINS SALES & SVC.					
CUMMINS SALES & SVC.	02/20/2024	CITY HALL GENERATOR MAINTENANCE	MILEAGE CHARGE	001-09-2006	75.05
CUMMINS SALES & SVC.	02/20/2024	CITY HALL GENERATOR MAINTENANCE	TRAVEL CHARGE	001-09-2006	45.58
CUMMINS SALES & SVC.	02/20/2024	CITY HALL GENERATOR MAINTENANCE	CITY HALL GENERATOR MAINTENANCE 02/01/2024	001-09-2006	227.90
Vendor CUMM0675 - CUMMINS SALES & SVC. Total:					348.53
Vendor: CYNT1357 - CYNTHIA HARRIS					
CYNTHIA HARRIS	02/06/2024	CELL PHONE REIMBURSEMENT	CELL PHONE REIMBURSEMENT	001-12-2003	35.00
Vendor CYNT1357 - CYNTHIA HARRIS Total:					35.00
Vendor: DANI1013 - DANIELLE GABOR					
DANIELLE GABOR	02/06/2024	CELL PHONE REIMBURSEMENT	CELL PHONE REIMBURSEMENT	001-18-2002	35.00
Vendor DANI1013 - DANIELLE GABOR Total:					35.00
Vendor: DAN'0697 - DAN'S HEATING & COOLING INC					
DAN'S HEATING & COOLING I...	02/20/2024	S/C 02/05/2024 SR. CNTR. HVAC REPAIRS	S/C 02/05/2024 SR. CNTR. HVAC REPAIRS	001-12-2025	433.00
Vendor DAN'0697 - DAN'S HEATING & COOLING INC Total:					433.00
Vendor: DCDS1715 - DCD SERVICES, LLC.					
DCD SERVICES, LLC.	02/06/2024	WELDER REPAIR 01/22/2024	AIR REGULATOR 1EA.	001-03-2006	17.47
DCD SERVICES, LLC.	02/06/2024	WELDER REPAIR 01/22/2024	PRESSURE SWITCH 1EA.	001-03-2006	9.24
DCD SERVICES, LLC.	02/06/2024	WELDER REPAIR 01/22/2024	WELDER REPAIR 01/22/2024 - LABOR CHARGE	001-03-2006	90.00
DCD SERVICES, LLC.	02/06/2024	WELDER REPAIR 01/22/2024	HYPERTHERM 1100 PLASMA 3%	001-03-2006	3.86
DCD SERVICES, LLC.	02/06/2024	WELDER REPAIR 01/22/2024	FITTINGS 4EA.	001-03-2006	7.00
DCD SERVICES, LLC.	02/06/2024	WELDER REPAIR 01/22/2024	WELDER REPAIR 01/22/2024 - LOADBANK & CUT TEST	001-03-2006	5.00
DCD SERVICES, LLC.	02/06/2024	WELDER REPAIR 01/22/2024	WELDER REPAIR 01/22/2024 - LABOR CHARGE	010-30-2006	90.00
DCD SERVICES, LLC.	02/06/2024	WELDER REPAIR 01/22/2024	AIR REGULATOR 1EA.	010-30-2006	17.46
DCD SERVICES, LLC.	02/06/2024	WELDER REPAIR 01/22/2024	HYPERTHERM 1100 PLASMA 3%	010-30-2006	3.86
DCD SERVICES, LLC.	02/06/2024	WELDER REPAIR 01/22/2024	FITTINGS 4EA.	010-30-2006	7.00
DCD SERVICES, LLC.	02/06/2024	WELDER REPAIR 01/22/2024	WELDER REPAIR 01/22/2024 - LOADBANK & CUT TEST	010-30-2006	5.00
DCD SERVICES, LLC.	02/06/2024	WELDER REPAIR 01/22/2024	PRESSURE SWITCH 1EA.	010-30-2006	9.23
DCD SERVICES, LLC.	02/06/2024	WELDER REPAIR 01/22/2024	HYPERTHERM 1100 PLASMA 3%	011-31-2006	3.86
DCD SERVICES, LLC.	02/06/2024	WELDER REPAIR 01/22/2024	WELDER REPAIR 01/22/2024 - LABOR CHARGE	011-31-2006	90.00
DCD SERVICES, LLC.	02/06/2024	WELDER REPAIR 01/22/2024	PRESSURE SWITCH 1EA.	011-31-2006	9.24
DCD SERVICES, LLC.	02/06/2024	WELDER REPAIR 01/22/2024	AIR REGULATOR 1EA.	011-31-2006	17.47
DCD SERVICES, LLC.	02/06/2024	WELDER REPAIR 01/22/2024	FITTINGS 4EA.	011-31-2006	7.00
DCD SERVICES, LLC.	02/06/2024	WELDER REPAIR 01/22/2024	WELDER REPAIR 01/22/2024 - LOADBANK & CUT TEST	011-31-2006	5.00
DCD SERVICES, LLC.	02/06/2024	WELDER REPAIR 01/22/2024	WELDER REPAIR 01/22/2024 - LABOR CHARGE	021-41-2006	90.00
DCD SERVICES, LLC.	02/06/2024	WELDER REPAIR 01/22/2024	WELDER REPAIR 01/22/2024 - LOADBANK & CUT TEST	021-41-2006	5.00
DCD SERVICES, LLC.	02/06/2024	WELDER REPAIR 01/22/2024	AIR REGULATOR 1EA.	021-41-2006	17.47
DCD SERVICES, LLC.	02/06/2024	WELDER REPAIR 01/22/2024	HYPERTHERM 1100 PLASMA 3%	021-41-2006	3.86
DCD SERVICES, LLC.	02/06/2024	WELDER REPAIR 01/22/2024	FITTINGS 4EA.	021-41-2006	7.00

AP Summary of Expenditures

Payment Dates: 2/1/2024 - 2/29/2024

Vendor Name	Payment Date	Description (Payable)	Description (Item)	Account Number	Amount
DCD SERVICES, LLC.	02/06/2024	WELDER REPAIR 01/22/2024	PRESSURE SWITCH 1EA.	021-41-2006	9.24
Vendor DCDS1715 - DCD SERVICES, LLC. Total:					530.26
Vendor: DENI0746 - DENISE DONNELLY-MILLS					
DENISE DONNELLY-MILLS	02/06/2024	PROSECUTING SERVICES	PROSECUTING SERVICES	001-06-1100	1,000.00
Vendor DENI0746 - DENISE DONNELLY-MILLS Total:					1,000.00
Vendor: DOJA0326 - DOJANG LLC					
DOJANG LLC	02/06/2024	TAE KWON DO LESSONS - JAN 2024	TAE KWON DO LESSONS - JAN 2024	030-50-1250	1,088.00
Vendor DOJA0326 - DOJANG LLC Total:					1,088.00
Vendor: DOND0798 - DONDLINGER & SONS CONST CO INC					
DONDLINGER & SONS CONST ...	02/20/2024	PROJECT: LOWER 16" WATER TRANSMISSION LINE	PROJECT: LOWER 16" WATER TRANSMISSION LINE	036-56-3001	53,500.00
Vendor DOND0798 - DONDLINGER & SONS CONST CO INC Total:					53,500.00
Vendor: DRAI0813 - DRAIN KING					
DRAIN KING	02/20/2024	S/C 01/25/2024 HAC MEN'S RESTROOM URINAL CLOGGED	S/C 01/25/2024 HAC MEN'S RESTROOM URINAL CLOGGED	030-50-2025	100.00
Vendor DRAI0813 - DRAIN KING Total:					100.00
Vendor: DUST1995 - DUSTIN MUSGROVE					
DUSTIN MUSGROVE	02/06/2024	REFEREE BASKETBALL 2 HRS. 01/20/2024	REFEREE BASKETBALL 2 HRS. 01/20/2024	030-50-1250	50.00
Vendor DUST1995 - DUSTIN MUSGROVE Total:					50.00
Vendor: EMCI0869 - EMC INSURANCE COMPANIES					
EMC INSURANCE COMPANIES	02/20/2024	INSURANCE PREMIUMS	INSURANCE PREMIUM - SPCL FUNDS	001-10-2020	5,984.17
EMC INSURANCE COMPANIES	02/20/2024	INSURANCE PREMIUMS	INSURANCE PREMIUM - INSTALLMENT CHARGE	001-10-2020	5.00
EMC INSURANCE COMPANIES	02/20/2024	INSURANCE PREMIUMS	INSURANCE PREMIUM - SR. CNTR.	001-12-2020	470.30
EMC INSURANCE COMPANIES	02/20/2024	INSURANCE PREMIUMS	INSURANCE PREMIUM - SEWER DEPT.	010-30-2020	1,580.78
EMC INSURANCE COMPANIES	02/20/2024	INSURANCE PREMIUMS	INSURANCE PREMIUM - WATER DEPT.	011-31-2020	4,264.97
EMC INSURANCE COMPANIES	02/20/2024	INSURANCE PREMIUMS	INSURANCE PREMIUM - STREET DEPT.	021-41-2020	2,678.15
EMC INSURANCE COMPANIES	02/20/2024	INSURANCE PREMIUMS	INSURANCE PREMIUM - SPCL LIABILITY CVRG.	027-47-2020	5,658.41
EMC INSURANCE COMPANIES	02/20/2024	INSURANCE PREMIUMS	INSURANCE PREMIUM - RECREATION DEPT.	030-50-2020	567.73
Vendor EMCI0869 - EMC INSURANCE COMPANIES Total:					21,209.51
Vendor: ETHA0463 - ETHAN CASTRO					
ETHAN CASTRO	02/13/2024	REFEREE BASKETBALL 5 HRS. 01/20/2024	REFEREE BASKETBALL 5 HRS. 01/20/2024	030-50-1250	45.00
Vendor ETHA0463 - ETHAN CASTRO Total:					45.00
Vendor: EVER0904 - EVERGY					
EVERGY	02/05/2024	MONTHLY ELECTRIC SERVICE	ACCT. 3309929818 - 403 S. JANE (ANIMAL CNTRL)	001-02-2013	106.71
EVERGY	02/05/2024	MONTHLY ELECTRIC SERVICE	ACCT. 3948196248 - 950 FREEMAN (WHISLER PARK)	001-03-2003	45.90
EVERGY	02/05/2024	MONTHLY ELECTRIC SERVICE	ACCT. 0217152773 - 706 SARAH LN. (RIGGS PARK RR)	001-03-2003	157.26
EVERGY	02/05/2024	MONTHLY ELECTRIC SERVICE	ACCT. 3746970641 - 1327 W. HANNAH (TMBRLANE POND)	001-03-2003	132.36
EVERGY	02/05/2024	MONTHLY ELECTRIC SERVICE	ACCT. 7129262547 - 608 CHATTA (KIRBY PARK)	001-03-2003	199.75
EVERGY	02/05/2024	MONTHLY ELECTRIC SERVICE	ACCT. 6012408441 - 400 W. 79TH ST. (DORNER-A)	001-03-2003	92.12
EVERGY	02/05/2024	MONTHLY ELECTRIC SERVICE	ACCT. 2232633084 - 362 MOY (PEARTREE PARK)	001-03-2003	58.01
EVERGY	02/05/2024	MONTHLY ELECTRIC SERVICE	ACCT. 3323064332 - 700 SARAH LN. (RIGGS STAGE)	001-03-2003	132.80

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Vendor Name	Payment Date	Description (Payable)	Description (Item)	Account Number	Amount
EVERGY	02/05/2024	MONTHLY ELECTRIC SERVICE	ACCT. 8604638840 - 706 SARAH LN (RIGGS PARK)	001-03-2003	137.84
EVERGY	02/05/2024	MONTHLY ELECTRIC SERVICE	ACCT. 5833997608 - 706 SARAH LN. (RIGGS PARK)	001-03-2003	39.39
EVERGY	02/05/2024	MONTHLY ELECTRIC SERVICE	ACCT. 3316912332 - 354 PARK (TIMBERLANE SHLTR)	001-03-2003	36.93
EVERGY	02/05/2024	MONTHLY ELECTRIC SERVICE	ACCT. 3878024307 - 2330 COUNTRY LKS (CNTRY LKS PK)	001-03-2003	28.63
EVERGY	02/05/2024	MONTHLY ELECTRIC SERVICE	ACCT. 8414219424 - 1200 E. DIRCK (ORCHARD ACRES)	001-03-2003	32.26
EVERGY	02/05/2024	MONTHLY ELECTRIC SERVICE	ACCT. 8496264823 - 6545 MABEL (P/C PARK)	001-03-2003	35.45
EVERGY	02/05/2024	MONTHLY ELECTRIC SERVICE	ACCT. 0903609843 - 400 W. 79TH ST (DORNER PARK-B)	001-03-2003	621.68
EVERGY	02/05/2024	MONTHLY ELECTRIC SERVICE	ACCT. 2627184607 - 413 S. JANE (BIKE PATH)	001-08-2003	143.81
EVERGY	02/05/2024	MONTHLY ELECTRIC SERVICE	ACCT. 0068549324 - STREET LIGHTS (CITY)	001-08-2003	7,587.93
EVERGY	02/05/2024	MONTHLY ELECTRIC SERVICE	ACCT. 1512076766 - 504 HEMPHILL (BIKE PATH)	001-08-2003	132.23
EVERGY	02/05/2024	MONTHLY ELECTRIC SERVICE	ACCT. 4597200027 - 109 N. DELOS (BIKE PATH)	001-08-2003	124.22
EVERGY	02/05/2024	MONTHLY ELECTRIC SERVICE	ACCT. 1180533681 - 324 PEACH CIRCLE (BIKE PATH)	001-08-2003	103.48
EVERGY	02/05/2024	MONTHLY ELECTRIC SERVICE	ACCT. 1260297980 - 6650 S. MERIDIAN (ANTIQUE)	001-08-2003	73.13
EVERGY	02/05/2024	MONTHLY ELECTRIC SERVICE	ACCT. 0373111427 - 302 W. GRAND (BIKE PATH)	001-08-2003	69.72
EVERGY	02/05/2024	MONTHLY ELECTRIC SERVICE	ACCT. 9774332007 - 356 PARK DR. (BIKE PATH)	001-08-2003	66.87
EVERGY	02/05/2024	MONTHLY ELECTRIC SERVICE	ACCT. 7825645624 - 1101 TIMBERLANE (BIKE PATH)	001-08-2003	62.85
EVERGY	02/05/2024	MONTHLY ELECTRIC SERVICE	ACCT. 3714835885 - 7665 S. MERIDIAN (ANTIQUE)	001-08-2003	62.55
EVERGY	02/05/2024	MONTHLY ELECTRIC SERVICE	ACCT. 2079369209 - 7228 S. BROADWAY (SIREN)	001-09-2003	30.12
EVERGY	02/05/2024	MONTHLY ELECTRIC SERVICE	ACCT. 3331523331 - 102 TURKLE (SIREN)	001-09-2003	29.90
EVERGY	02/05/2024	MONTHLY ELECTRIC SERVICE	ACCT. 8370808681 - 130 E. 2ND ST. (COMM. BLDG.)	001-09-2003	91.65
EVERGY	02/05/2024	MONTHLY ELECTRIC SERVICE	ACCT. 3301409293 - 200 W. GRAND (PD CARPORT)	001-09-2003	41.97
EVERGY	02/05/2024	MONTHLY ELECTRIC SERVICE	ACCT. 3301378533 - 200 W. GRAND (CITY HALL)	001-09-2003	572.93
EVERGY	02/05/2024	MONTHLY ELECTRIC SERVICE	ACCT. 7257876884 - 209 HAYS (WIRE HOUSE)	001-09-2003	675.36
EVERGY	02/05/2024	MONTHLY ELECTRIC SERVICE	ACCT. 2490700084 - 140 N. MAIN (VICKER'S)	001-09-2003	432.19
EVERGY	02/05/2024	MONTHLY ELECTRIC SERVICE	ACCT. 3101322742 - 200 S. MAIN (BLACKSMITH SHOP)	001-09-2003	936.12
EVERGY	02/05/2024	MONTHLY ELECTRIC SERVICE	ACCT. 2704313228 - 130 W. GRAND (PD/COURT)	001-09-2003	1,115.05
EVERGY	02/05/2024	MONTHLY ELECTRIC SERVICE	ACCT. 4744686382 - 160 E. KARLA (SR. CNTR.)	001-12-2003	503.40
EVERGY	02/05/2024	MONTHLY ELECTRIC SERVICE	ACCT. 5254492302 - 1249 S. WARD PKWY (LIFT STAT)	010-30-2003	646.46
EVERGY	02/05/2024	MONTHLY ELECTRIC SERVICE	ACCT. 3301378533 - 200 W. GRAND (CITY HALL)	010-30-2003	572.76
EVERGY	02/05/2024	MONTHLY ELECTRIC SERVICE	ACCT. 3313590254 - 702 S. MAIN (LIFT STATION)	010-30-2003	425.16
EVERGY	02/05/2024	MONTHLY ELECTRIC SERVICE	ACCT. 0776795629 - 551 S. DELOS (OLD SEWER PLANT)	010-30-2003	1,335.45
EVERGY	02/05/2024	MONTHLY ELECTRIC SERVICE	ACCT. 3309960579 - 427 S. JANE (PUBLIC WORKS)	010-30-2003	282.01

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Vendor Name	Payment Date	Description (Payable)	Description (Item)	Account Number	Amount
EVERGY	02/05/2024	MONTHLY ELECTRIC SERVICE	ACCT. 1453270722 - 208 PIRNER (LIFT STATION)	010-30-2003	104.57
EVERGY	02/05/2024	MONTHLY ELECTRIC SERVICE	ACCT. 3470853389 - 600 CHATTA (LIFT STATION)	010-30-2003	213.92
EVERGY	02/05/2024	MONTHLY ELECTRIC SERVICE	ACCT. 7903172642 - 428 S. JANE (WWTP)	010-30-2003	8,847.63
EVERGY	02/05/2024	MONTHLY ELECTRIC SERVICE	ACCT. 8897913841 - 904 GROVER (LIFT STATION)	010-30-2003	178.00
EVERGY	02/05/2024	MONTHLY ELECTRIC SERVICE	ACCT. 3298394816 - 2369 E. EMMETT (LIFT STATION)	010-30-2003	146.47
EVERGY	02/05/2024	MONTHLY ELECTRIC SERVICE	ACCT. 3313621012 - 140 MARLEN (LIFT STATION)	010-30-2003	258.41
EVERGY	02/05/2024	MONTHLY ELECTRIC SERVICE	ACCT. 3309960579 - 427 S. JANE (PUBLIC WORKS)	011-31-2003	281.93
EVERGY	02/05/2024	MONTHLY ELECTRIC SERVICE	ACCT. 3341950975 - 400 E. 4TH (PUMP STATION)	011-31-2003	4,011.27
EVERGY	02/05/2024	MONTHLY ELECTRIC SERVICE	ACCT. 3304362251 - 1915 W. GRAND (WATER TOWER)	011-31-2003	196.84
EVERGY	02/05/2024	MONTHLY ELECTRIC SERVICE	ACCT. 5462092875 - 412 E. 4TH ST. (WTR STG BLDG)	011-31-2003	60.67
EVERGY	02/05/2024	MONTHLY ELECTRIC SERVICE	ACCT. 3301378533 - 200 W. GRAND (CITY HALL)	011-31-2003	572.75
EVERGY	02/05/2024	MONTHLY ELECTRIC SERVICE	ACCT. 8398485640 - 527 SARAH LN. (MUN. POOL)	012-32-2003	141.61
EVERGY	02/05/2024	MONTHLY ELECTRIC SERVICE	ACCT. 5382206596 - 521 E. GRAND (CROSSWALK)	021-41-2003	34.78
EVERGY	02/05/2024	MONTHLY ELECTRIC SERVICE	ACCT. 4383028826 - 902 W. GRAND (CROSSWALK)	021-41-2003	32.83
EVERGY	02/05/2024	MONTHLY ELECTRIC SERVICE	ACCT. 6883862366 - 1010 W. GRAND (STR SIGNAL)	021-41-2003	34.45
EVERGY	02/05/2024	MONTHLY ELECTRIC SERVICE	ACCT. 1436937808 - 1600 W. GRAND (STR SIGNAL)	021-41-2003	136.37
EVERGY	02/05/2024	MONTHLY ELECTRIC SERVICE	ACCT. 3323218134 - SCHOOL SIGNALS (CITY)	021-41-2003	66.42
EVERGY	02/05/2024	MONTHLY ELECTRIC SERVICE	ACCT. 3231109642 - 209 S. MAIN (CROSSWALK)	021-41-2003	342.35
EVERGY	02/05/2024	MONTHLY ELECTRIC SERVICE	ACCT. 3309960579 - 427 S. JANE (PUBLIC WORKS)	021-41-2003	281.92
EVERGY	02/05/2024	MONTHLY ELECTRIC SERVICE	ACCT. 3295103493 - 7201 S. BROADWAY (STR SIGNAL)	021-41-2003	99.93
EVERGY	02/05/2024	MONTHLY ELECTRIC SERVICE	ACCT. 4124389666 - 257 N. MAIN (STR. SIGNAL)	021-41-2003	117.26
EVERGY	02/05/2024	MONTHLY ELECTRIC SERVICE	ACCT. 2550346384 - 102 N. MAIN (STR SIGNAL)	021-41-2003	197.42
EVERGY	02/05/2024	MONTHLY ELECTRIC SERVICE	ACCT. 2955167783 - 523 SARAH LN. (HAC)	030-50-2003	1,984.71
EVERGY	02/05/2024	MONTHLY ELECTRIC SERVICE	ACCT. 8743920263 - 665 W. 63RD ST. (P/C SPORTS)	030-50-3065	138.93
Vendor EVER0904 - EVERGY Total:					36,455.85

Vendor: UNUM2882 - FIRST UNUM LIFE INSURANCE COMPANY

FIRST UNUM LIFE INSURANCE...	02/22/2024	PAYROLL DEDUCTION UNUM	PAYROLL DEDUCTION UNUM	001-00-2000	249.48
Vendor UNUM2882 - FIRST UNUM LIFE INSURANCE COMPANY Total:					249.48

Vendor: FLOC1356 - FLOCK GROUP, INC.

FLOCK GROUP, INC.	02/20/2024	FLOCK FALCON CAMERA SYSTEM	FLOCK FALCON CAMERA SYSTEM	001-02-2040	20,000.00
FLOCK GROUP, INC.	02/20/2024	FLOCK FALCON CAMERA SYSTEM	CREDIT: PRORATED DUE TO COVERAGE DATES/RENEWAL	001-02-2040	-5,369.86
Vendor FLOC1356 - FLOCK GROUP, INC. Total:					14,630.14

Vendor: FRAN0625 - FRANCISCO S.CORTEZ III

FRANCISCO S.CORTEZ III	02/06/2024	CELL PHONE REIMBURSEMENT	CELL PHONE REIMBURSEMENT	030-50-2002	35.00
Vendor FRAN0625 - FRANCISCO S.CORTEZ III Total:					35.00

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Vendor Name	Payment Date	Description (Payable)	Description (Item)	Account Number	Amount
Vendor: GALL1019 - GALLS LLC					
GALLS LLC	02/06/2024	POLICE UNIFORMS/EQUIP.	MAVERICK KWIQ-CLIP 1EA.	001-02-2016	301.00
GALLS LLC	02/06/2024	POLICE UNIFORMS/EQUIP.	ALPHA ELITE W/ HI LITE CARRIER BODY ARMOUR 1EA.	001-02-2016	769.48
GALLS LLC	02/06/2024	POLICE UNIFORMS/EQUIP.	TLR-1 TACTICAL GUN MOUNTED LIGHT 1EA.	001-02-2016	117.91
GALLS LLC	02/06/2024	POLICE UNIFORMS/EQUIP.	WICHITA PD MINI FLASHLIGHT CARRIER 1EA.	001-02-2016	34.44
GALLS LLC	02/06/2024	POLICE UNIFORMS/EQUIP.	5.11 MENS APREX PANT 2EA.	001-02-2016	158.40
GALLS LLC	02/06/2024	POLICE UNIFORMS/EQUIP.	1" CLOTH STRIPING - NOT APPLIED NAMESTRIP 1EA.	001-02-2016	9.89
GALLS LLC	02/06/2024	POLICE UNIFORMS/EQUIP.	5.11 MENS APEX PANT 1EA.	001-02-2016	79.20
GALLS LLC	02/06/2024	POLICE UNIFORMS/EQUIP.	SAFARILAND 4-ROW STITCH DUTY BELT 1EA.	001-02-2016	85.75
GALLS LLC	02/20/2024	POLICE UNIFORMS/EQUIP.	MENS COMMAND L/S ZIP FRONT SHIRT 1EA.	001-02-2016	80.17
GALLS LLC	02/20/2024	POLICE UNIFORMS/EQUIP.	MENS POLYESTER UNIFORM TROUSERS 1EA.	001-02-2016	73.39
GALLS LLC	02/20/2024	POLICE UNIFORMS/EQUIP.	LAWPRO FLAG VELCRO PATCH 50EA.	001-02-2016	250.00
Vendor GALL1019 - GALLS LLC Total:					1,959.63
Vendor: GAME1020 - GAME TIME					
GAME TIME	02/20/2024	PLAYGROUND EQUIPMENT - P/C SPORTS PARK	LESS DISCOUNT	098-66-3001	-350.40
GAME TIME	02/20/2024	PLAYGROUND EQUIPMENT - P/C SPORTS PARK	INSTALLATION OF SWING BAYS AND SEATS	098-66-3001	2,500.00
GAME TIME	02/20/2024	PLAYGROUND EQUIPMENT - P/C SPORTS PARK	PRIMETIME SWING 3-1/2" X 8'	098-66-3001	1,799.00
GAME TIME	02/20/2024	PLAYGROUND EQUIPMENT - P/C SPORTS PARK	FREIGHT CHARGE	098-66-3001	1,354.18
GAME TIME	02/20/2024	PLAYGROUND EQUIPMENT - P/C SPORTS PARK	INSTALLATION OF ENGINEERED WOOD FIBER	098-66-3001	1,235.00
GAME TIME	02/20/2024	PLAYGROUND EQUIPMENT - P/C SPORTS PARK	PRIMETIME SWING 3-1/2" X 8' - ADDTN'L BAY	098-66-3001	1,113.00
GAME TIME	02/20/2024	PLAYGROUND EQUIPMENT - P/C SPORTS PARK	ENCLOSED SEAT 3-1/2"	098-66-3001	912.00
GAME TIME	02/20/2024	PLAYGROUND EQUIPMENT - P/C SPORTS PARK	BELT SEAT 3-1/2"	098-66-3001	732.00
GAME TIME	02/20/2024	PLAYGROUND EQUIPMENT - P/C SPORTS PARK	PROVIDE & INSTALL BARRIER FABRIC	098-66-3001	432.00
GAME TIME	02/20/2024	PLAYGROUND EQUIPMENT - P/C SPORTS PARK	PROVIDE & INSTALL CONCRETE CURB BORDER	098-66-3001	3,210.48
GAME TIME	02/20/2024	PLAYGROUND EQUIPMENT - P/C SPORTS PARK	ENGINEERED WOOD FIBER SURFACING, 54 CUBIC YARDS	098-66-3001	3,358.80
Vendor GAME1020 - GAME TIME Total:					16,296.06
Vendor: GEAR1033 - GEAR CONNEXION LLC					
GEAR CONNEXION LLC	02/20/2024	2024 JULY 4TH CONCERT - MUSICAL ENTERTAINMENT	2024 JULY 4TH CONCERT - DEPOSIT	001-10-2054	500.00
Vendor GEAR1033 - GEAR CONNEXION LLC Total:					500.00
Vendor: GRAI1068 - GRAINGER					
GRAINGER	02/20/2024	MISC. SUPPLIES	AIR FILTER KIT, 40 MICRON, PLASTIC, 40 EA.	010-30-2009	1,215.60
GRAINGER	02/20/2024	MISC. SUPPLIES	WEATHERPROOF PVC BOX, 3 INLET, 3/4" HUB, 1EA.	012-32-2006	22.05
GRAINGER	02/20/2024	MISC. SUPPLIES	10"L X .01"W CARBON STEEL, BACK PANEL 1EA.	012-32-2006	14.13
GRAINGER	02/20/2024	MISC. SUPPLIES	12"H X 6"D X 10"W ENCLOSURE 1EA.	012-32-2006	107.58
GRAINGER	02/20/2024	MISC. SUPPLIES	36" X 48" X 3/4" INSULATION SHEET 1 EA.	011-31-2009	59.76

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Vendor Name	Payment Date	Description (Payable)	Description (Item)	Account Number	Amount
GRAINGER	02/20/2024	MISC. SUPPLIES	6" DIA. SAFETY BOLLARD COVERS, YELLOW, 8EA.	001-09-2025	652.52
Vendor GRAI1068 - GRAINGER Total:					2,071.64
Vendor: HACH1109 - HACH COMPANY					
HACH COMPANY	02/20/2024	LAB SUPPLIES	REAGENT SET, CHLORINE FREE CL17 6EA.	011-31-2009	474.10
HACH COMPANY	02/20/2024	LAB SUPPLIES	REAGENT SET, CHLORINE FREE CL17	011-31-2009	228.78
Vendor HACH1109 - HACH COMPANY Total:					702.88
Vendor: HAST1146 - HASTY AWARDS					
HASTY AWARDS	02/20/2024	PICKLEBALL TOURNAMENT MEDALS 6EA.	SHIPPING / HANDLING	030-50-2092	13.86
HASTY AWARDS	02/20/2024	PICKLEBALL TOURNAMENT MEDALS 6EA.	SILVER PICKLEBALL TOURNAMENT MEDALS 2EA.	030-50-2092	8.78
HASTY AWARDS	02/20/2024	PICKLEBALL TOURNAMENT MEDALS 6EA.	BRONZE PICKLEBALL TOURNAMENT MEDALS 2EA.	030-50-2092	8.78
HASTY AWARDS	02/20/2024	PICKLEBALL TOURNAMENT MEDALS 6EA.	PERSONALIZED LABELS 6EA.	030-50-2092	2.70
HASTY AWARDS	02/20/2024	PICKLEBALL TOURNAMENT MEDALS 6EA.	GOLD PICKLEBALL TOURNAMENT MEDALS 2EA.	030-50-2092	8.78
Vendor HAST1146 - HASTY AWARDS Total:					42.90
Vendor: HAYS1160 - HAYSVILLE COMMUNITY LIBRARY					
HAYSVILLE COMMUNITY LIBR...	02/06/2024	LIBRARY - AD VALOREM DISTRIBUTION	LIBRARY - REC. VEHICLE	025-45-2012	38.09
HAYSVILLE COMMUNITY LIBR...	02/06/2024	LIBRARY - AD VALOREM DISTRIBUTION	LIBRARY - COMM. VEHICLE TAX	025-45-2012	61.00
HAYSVILLE COMMUNITY LIBR...	02/06/2024	LIBRARY - AD VALOREM DISTRIBUTION	LIBRARY - WATERCRAFT TAX	025-45-2012	203.80
HAYSVILLE COMMUNITY LIBR...	02/06/2024	LIBRARY - AD VALOREM DISTRIBUTION	LIBRARY - MOTOR VEHICLE	025-45-2012	1,297.28
HAYSVILLE COMMUNITY LIBR...	02/06/2024	LIBRARY - AD VALOREM DISTRIBUTION	LIBRARY - BACK TAX	025-45-2012	3,226.41
HAYSVILLE COMMUNITY LIBR...	02/06/2024	LIBRARY - AD VALOREM DISTRIBUTION	LIBRARY - AD-VALOREM DISTR.	025-45-2012	232,147.34
Vendor HAYS1160 - HAYSVILLE COMMUNITY LIBRARY Total:					236,973.92
Vendor: HAYS1177 - HAYSVILLE RENTAL CENTER					
HAYSVILLE RENTAL CENTER	02/06/2024	PURCHASE: HARD HAT SAFETY HELMET 10/20/2023	PURCHASE: HARD HAT SAFETY HELMET 10/20/2023	001-03-2009	124.99
HAYSVILLE RENTAL CENTER	02/06/2024	RENTAL: CORE DRILL & BIT 01/25/2024	RENTAL: CORE CONCRETE DRILL BIT, 10" 01/25/2024	001-09-2025	100.00
HAYSVILLE RENTAL CENTER	02/06/2024	RENTAL: CORE DRILL & BIT 01/25/2024	RENTAL: CORE CONCRETE DRILL, 12" STAND 01/25/2024	001-09-2025	75.00
Vendor HAYS1177 - HAYSVILLE RENTAL CENTER Total:					299.99
Vendor: HAYS1187 - HAYSVILLE TRUE VALUE					
HAYSVILLE TRUE VALUE	02/06/2024	STMNT. 01/31/2024 - MONTHLY HARDWARE SUPPLIES	STMNT. 01/31/2024 - MONTHLY HARDWARE SUPPLIES	001-03-2006	26.51
HAYSVILLE TRUE VALUE	02/06/2024	STMNT. 01/31/2024 - MONTHLY HARDWARE SUPPLIES	STMNT. 01/31/2024 - MONTHLY HARDWARE SUPPLIES	001-03-2009	168.14
HAYSVILLE TRUE VALUE	02/06/2024	STMNT. 01/31/2024 - MONTHLY HARDWARE SUPPLIES	STMNT. 01/31/2024 - MONTHLY HARDWARE SUPPLIES	001-09-2025	63.96
HAYSVILLE TRUE VALUE	02/06/2024	STMNT. 01/31/2024 - MONTHLY HARDWARE SUPPLIES	STMNT. 01/31/2024 - MONTHLY HARDWARE SUPPLIES	001-12-2006	125.95
HAYSVILLE TRUE VALUE	02/06/2024	STMNT. 01/31/2024 - MONTHLY HARDWARE SUPPLIES	STMNT. 01/31/2024 - MONTHLY HARDWARE SUPPLIES	010-30-2006	111.94
HAYSVILLE TRUE VALUE	02/06/2024	STMNT. 01/31/2024 - MONTHLY HARDWARE SUPPLIES	STMNT. 01/31/2024 - MONTHLY HARDWARE SUPPLIES	010-30-2012	13.25

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Vendor Name	Payment Date	Description (Payable)	Description (Item)	Account Number	Amount
HAYSVILLE TRUE VALUE	02/06/2024	STMNT. 01/31/2024 - MONTHLY HARDWARE SUPPLIES	STMNT. 01/31/2024 - MONTHLY HARDWARE SUPPLIES	011-31-2009	11.00
HAYSVILLE TRUE VALUE	02/06/2024	STMNT. 01/31/2024 - MONTHLY HARDWARE SUPPLIES	STMNT. 01/31/2024 - MONTHLY HARDWARE SUPPLIES	012-32-2006	21.99
HAYSVILLE TRUE VALUE	02/06/2024	STMNT. 01/31/2024 - MONTHLY HARDWARE SUPPLIES	STMNT. 01/31/2024 - MONTHLY HARDWARE SUPPLIES	021-41-2009	9.78
HAYSVILLE TRUE VALUE	02/06/2024	STMNT. 01/31/2024 - MONTHLY HARDWARE SUPPLIES	STMNT. 01/31/2024 - MONTHLY HARDWARE SUPPLIES	030-50-2006	6.77
HAYSVILLE TRUE VALUE	02/06/2024	STMNT. 01/31/2024 - MONTHLY HARDWARE SUPPLIES	STMNT. 01/31/2024 - MONTHLY HARDWARE SUPPLIES	030-50-2009	19.51
Vendor HAYS1187 - HAYSVILLE TRUE VALUE Total:					578.80
Vendor: HAYS1189 - HAYSVILLE USD 261					
HAYSVILLE USD 261	02/20/2024	LATCHKEY - DRIVER PAY & MILEAGE - 01/03/2024	LATCHKEY - DRIVER PAY & MILEAGE - 01/03/2024	030-50-2094	235.54
Vendor HAYS1189 - HAYSVILLE USD 261 Total:					235.54
Vendor: HEAR1200 - HEARTLAND COCA COLA					
HEARTLAND COCA COLA	02/20/2024	MONTHLY BEVERAGE CONCESSIONS	MONTHLY BEVERAGE CONCESSIONS	030-50-2031	304.35
Vendor HEAR1200 - HEARTLAND COCA COLA Total:					304.35
Vendor: HSAA1200 - HSA AARON KIRCHERT					
HSA AARON KIRCHERT	02/08/2024	HSA A/C: XXXXXXXX AARON KIRCHERT	HSA A/C: XXXXXXXX AARON KIRCHERT	001-00-2061	75.00
HSA AARON KIRCHERT	02/22/2024	HSA A/C: XXXXXXXX AARON KIRCHERT	HSA A/C: XXXXXXXX AARON KIRCHERT	001-00-2061	75.00
Vendor HSAA1200 - HSA AARON KIRCHERT Total:					150.00
Vendor: HSAA1582 - HSA ANGELA MILLSPAUGH					
HSA ANGELA MILLSPAUGH	02/08/2024	HSA A/C: XXXXXXXX ANGELA MILLSPAUGH	HSA A/C: XXXXXXXX ANGELA MILLSPAUGH	001-00-2061	250.00
HSA ANGELA MILLSPAUGH	02/22/2024	HSA A/C: XXXXXXXX ANGELA MILLSPAUGH	HSA A/C: XXXXXXXX ANGELA MILLSPAUGH	001-00-2061	250.00
Vendor HSAA1582 - HSA ANGELA MILLSPAUGH Total:					500.00
Vendor: HSAR1282 - HSA ROBERT ARNESON					
HSA ROBERT ARNESON	02/08/2024	HSA A/C: XXXXXXXX ROBERT ARNESON	HSA A/C: XXXXXXXX ROBERT ARNESON	001-00-2061	100.00
HSA ROBERT ARNESON	02/22/2024	HSA A/C: XXXXXXXX ROBERT ARNESON	HSA A/C: XXXXXXXX ROBERT ARNESON	001-00-2061	100.00
Vendor HSAR1282 - HSA ROBERT ARNESON Total:					200.00
Vendor: HSAS1201 - HSA SAMUEL ARNOLD					
HSA SAMUEL ARNOLD	02/08/2024	HSA A/C: XXXXXXXX SAMUEL ARNOLD	HSA A/C: XXXXXXXX SAMUEL ARNOLD	001-00-2061	150.00
HSA SAMUEL ARNOLD	02/22/2024	HSA A/C: XXXXXXXX SAMUEL ARNOLD	HSA A/C: XXXXXXXX SAMUEL ARNOLD	001-00-2061	175.00
Vendor HSAS1201 - HSA SAMUEL ARNOLD Total:					325.00
Vendor: HSAS1284 - HSA SEAN RINEHART					
HSA SEAN RINEHART	02/08/2024	HSA A/C: XXXXXXXX SEAN RINEHART	HSA A/C: XXXXXXXX SEAN RINEHART	001-00-2061	30.00
HSA SEAN RINEHART	02/22/2024	HSA A/C: XXXXXXXX SEAN RINEHART	HSA A/C: XXXXXXXX SEAN RINEHART	001-00-2061	30.00
Vendor HSAS1284 - HSA SEAN RINEHART Total:					60.00
Vendor: HSAW1283 - HSA WILLIAM BLACK					
HSA WILLIAM BLACK	02/08/2024	HSA A/C: XXXXXXXX WILLIAM BLACK	HSA A/C: XXXXXXXX WILLIAM BLACK	001-00-2061	345.83
HSA WILLIAM BLACK	02/22/2024	HSA A/C: XXXXXXXX WILLIAM BLACK	HSA A/C: XXXXXXXX WILLIAM BLACK	001-00-2061	345.83
Vendor HSAW1283 - HSA WILLIAM BLACK Total:					691.66

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Vendor Name	Payment Date	Description (Payable)	Description (Item)	Account Number	Amount
Vendor: HUNT1708 - HUNTER SIMONS					
HUNTER SIMONS	02/06/2024	REFEREE BASKETBALL 5 HRS. 01/20/2024	REFEREE BASKETBALL 5 HRS. 01/20/2024	030-50-1250	45.00
Vendor HUNT1708 - HUNTER SIMONS Total:					45.00
Vendor: IAEI1319 - IAEI - KANSAS SUNFLOWER CHAPTER					
IAEI - KANSAS SUNFLOWER C...	02/06/2024	2024 ANNUAL IAEI CONFERENCE	2024 ANNUAL IAEI CONFERENCE - CHAD BETTLES	001-20-2015	300.00
Vendor IAEI1319 - IAEI - KANSAS SUNFLOWER CHAPTER Total:					300.00
Vendor: ICI1323 - ICI					
ICI	02/06/2024	PUBLIC OFFICIAL BOND - CITY CLERK/TREASURER	PUBLIC OFFICIAL BOND - CITY CLERK/TREASURER	001-01-2004	180.00
Vendor ICI1323 - ICI Total:					180.00
Vendor: INST1364 - INSTANT TIRE SERVICE					
INSTANT TIRE SERVICE	02/06/2024	TIRE SERVICE	TIRE SERVICE 01/23/2024 - CAT 924GZ LOADER	021-41-2006	188.00
Vendor INST1364 - INSTANT TIRE SERVICE Total:					188.00
Vendor: INTE1369 - INTERLINGUAL INTERPRETING SVCS					
INTERLINGUAL INTERPRETING...	02/06/2024	INTERPRETATION SERVICES	MILEAGE: 20 MILES	001-06-2012	13.10
INTERLINGUAL INTERPRETING...	02/06/2024	INTERPRETATION SERVICES	INTERPRETATION SVCS. 12/05/2023 - CASE #2023/5000	001-06-2012	45.00
INTERLINGUAL INTERPRETING...	02/20/2024	INTERPRETATION SERVICES	INTERPRETATION SVCS. 01/19/2024 - CASE #2023/7087	001-06-2012	45.00
Vendor INTE1369 - INTERLINGUAL INTERPRETING SVCS Total:					103.10
Vendor: INTR1381 - INTRUST BANK					
INTRUST BANK	02/09/2024	FED DEPOSIT	FED DEPOSIT	001-00-2010	11,112.66
INTRUST BANK	02/09/2024	FICA DEPOSIT	FICA DEPOSIT	001-00-2020	5,091.84
INTRUST BANK	02/09/2024	FICA DEPOSIT	FICA DEPOSIT	001-00-2020	21,771.94
INTRUST BANK	02/23/2024	FED DEPOSIT	FED DEPOSIT	001-00-2010	10,800.40
INTRUST BANK	02/23/2024	FICA DEPOSIT	FICA DEPOSIT	001-00-2020	5,097.02
INTRUST BANK	02/23/2024	FICA DEPOSIT	FICA DEPOSIT	001-00-2020	21,794.12
Vendor INTR1381 - INTRUST BANK Total:					75,667.98
Vendor: JD'S1396 - J D'S GRAPHICS					
J D'S GRAPHICS	02/06/2024	MISC. RCPT. BOOKS/FORMS	2-PART FORMS, PLANTIFF VS. DEFENDANT, 1,500 CNT.	001-06-2004	120.00
J D'S GRAPHICS	02/06/2024	MISC. RCPT. BOOKS/FORMS	MUNICIPAL COURT RCPT. BOOKS, 20EA.	001-06-2004	150.00
Vendor JD'S1396 - J D'S GRAPHICS Total:					270.00
Vendor: JACO1433 - JACOB BERENS					
JACOB BERENS	02/06/2024	REFEREE BASKETBALL 7 HRS. 01/20 - 01/29/2024	REFEREE BASKETBALL 7 HRS. 01/20 - 01/29/2024	030-50-1250	87.00
Vendor JACO1433 - JACOB BERENS Total:					87.00
Vendor: JACO0397 - JACOB BUSH					
JACOB BUSH	02/06/2024	REFEREE BASKETBALL 2 HRS. 01/20/2024	REFEREE BASKETBALL 2 HRS. 01/20/2024	030-50-1250	36.00
Vendor JACO0397 - JACOB BUSH Total:					36.00
Vendor: JENN1402 - JENNIFER JACKSON					
JENNIFER JACKSON	02/06/2024	FITNESS INSTRUCTOR 3.5 HRS. 01/15 - 01/23/2024	FITNESS INSTRUCTOR 3.5 HRS. 01/15 - 01/23/2024	030-50-1250	52.50
JENNIFER JACKSON	02/20/2024	FITNESS INSTRUCTOR 2.5 HRS. 02/06/2024	FITNESS INSTRUCTOR 2.5 HRS. 02/06/2024	030-50-1250	37.50
JENNIFER JACKSON	02/20/2024	FITNESS INSTRUCTOR 2.5 HRS. 02/13/2024	FITNESS INSTRUCTOR 2.5 HRS. 02/13/2024	030-50-1250	37.50
Vendor JENN1402 - JENNIFER JACKSON Total:					127.50
Vendor: JENN2597 - JENNIFER M. SOHM					
JENNIFER M. SOHM	02/06/2024	CELL PHONE REIMBURSEMENT	CELL PHONE REIMBURSEMENT	030-50-2002	35.00
Vendor JENN2597 - JENNIFER M. SOHM Total:					35.00

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Vendor Name	Payment Date	Description (Payable)	Description (Item)	Account Number	Amount
Vendor: JILL2956 - JILL WARD					
JILL WARD	02/06/2024	CELL PHONE REIMBURSEMENT	CELL PHONE REIMBURSEMENT	030-50-2002	35.00
Vendor JILL2956 - JILL WARD Total:					35.00
Vendor: JOHN1431 - JOHN DEERE FINANCIAL					
JOHN DEERE FINANCIAL	02/06/2024	REPAIR PARTS	STARTER RELAY SWITCH 1EA. - JD 6410S MOWER	021-41-2006	26.16
Vendor JOHN1431 - JOHN DEERE FINANCIAL Total:					26.16
Vendor: JONA2730 - JONATHAN TARDIFF					
JONATHAN TARDIFF	02/06/2024	CELL PHONE REIMBURSEMENT	CELL PHONE REIMBURSEMENT	001-04-2002	35.00
Vendor JONA2730 - JONATHAN TARDIFF Total:					35.00
Vendor: JUST1205 - JUSTIN D. HEHNKE					
JUSTIN D. HEHNKE	02/20/2024	CELL PHONE REIMBURSEMENT	CELL PHONE REIMBURSEMENT	001-02-2040	35.00
Vendor JUST1205 - JUSTIN D. HEHNKE Total:					35.00
Vendor: K&AP1457 - K & A PROPERTY MAINTENANCE LLC					
K & A PROPERTY MAINTENAN...	02/06/2024	CLEANING SERVICES	CLEANING SVCS. - COMMUNITY BLDG.	001-09-2040	124.00
K & A PROPERTY MAINTENAN...	02/06/2024	CLEANING SERVICES	CLEANING SVCS. - MUNICIPAL COURT	001-09-2040	160.00
K & A PROPERTY MAINTENAN...	02/06/2024	CLEANING SERVICES	CLEANING SVCS. - POLIC...	001-09-2040	576.00
K & A PROPERTY MAINTENAN...	02/06/2024	CLEANING SERVICES	CLEANING SVCS. - CITY HALL	001-09-2040	693.00
K & A PROPERTY MAINTENAN...	02/06/2024	CLEANING SERVICES	CLEANING SVCS. - SR. CNTR.	001-12-2040	554.00
K & A PROPERTY MAINTENAN...	02/06/2024	CLEANING SERVICES	CLEANING SVCS. - HAC	030-50-2025	594.00
Vendor K&AP1457 - K & A PROPERTY MAINTENANCE LLC Total:					2,701.00
Vendor: KANS1574 - KANSAS BG INC					
KANSAS BG INC	02/20/2024	BG SUPERCHARGE II FUEL ADDITIVE / SLC GREASE	BG SUPERCHARGE II FUEL ADDITIVE	001-03-2009	210.42
KANSAS BG INC	02/20/2024	BG SUPERCHARGE II FUEL ADDITIVE / SLC GREASE	SLC GREASE	001-03-2009	17.15
KANSAS BG INC	02/20/2024	BG SUPERCHARGE II FUEL ADDITIVE / SLC GREASE	BG SUPERCHARGE II FUEL ADDITIVE	010-30-2009	210.42
KANSAS BG INC	02/20/2024	BG SUPERCHARGE II FUEL ADDITIVE / SLC GREASE	SLC GREASE	010-30-2009	17.15
KANSAS BG INC	02/20/2024	BG SUPERCHARGE II FUEL ADDITIVE / SLC GREASE	SLC GREASE	011-31-2009	17.15
KANSAS BG INC	02/20/2024	BG SUPERCHARGE II FUEL ADDITIVE / SLC GREASE	BG SUPERCHARGE II FUEL ADDITIVE	011-31-2009	210.42
KANSAS BG INC	02/20/2024	BG SUPERCHARGE II FUEL ADDITIVE / SLC GREASE	BG SUPERCHARGE II FUEL ADDITIVE	021-41-2009	210.42
KANSAS BG INC	02/20/2024	BG SUPERCHARGE II FUEL ADDITIVE / SLC GREASE	SLC GREASE	021-41-2009	17.15
Vendor KANS1574 - KANSAS BG INC Total:					910.28
Vendor: KANS1722 - KANSAS BRAILLE TRANSCRIPTION INSTITUTE					
KANSAS BRAILLE TRANSCRIPT...	02/22/2024	FLAG PLAQUE AND STAND - VETERAN'S MEMORIAL	BRILLE FLAG PLAQUE STAND 1EA.	036-56-3001	150.00
KANSAS BRAILLE TRANSCRIPT...	02/22/2024	FLAG PLAQUE AND STAND - VETERAN'S MEMORIAL	BRONZE BRAILLE AMERICAN FLAG PLAQUE 1EA.	036-56-3001	850.00
Vendor KANS1722 - KANSAS BRAILLE TRANSCRIPTION INSTITUTE Total:					1,000.00
Vendor: KANS1601 - KANSAS DEPARTMENT OF REVENUE					
KANSAS DEPARTMENT OF RE...	02/09/2024	KANSAS WITHHOLDING TAX	KANSAS WITHHOLDING TAX	001-00-2030	6,853.94
KANSAS DEPARTMENT OF RE...	02/23/2024	KANSAS WITHHOLDING TAX	KANSAS WITHHOLDING TAX	001-00-2030	6,728.75
Vendor KANS1601 - KANSAS DEPARTMENT OF REVENUE Total:					13,582.69
Vendor: KANS1499 - KANSAS DEPT OF REVENUE					
KANSAS DEPT OF REVENUE	02/06/2024	WATER SALES TAX - JAN 2024	WATER SALES TAX - JAN 2024	011-31-2022	788.50
Vendor KANS1499 - KANSAS DEPT OF REVENUE Total:					788.50
Vendor: KANS1615 - KANSAS GAS SERVICE					
KANSAS GAS SERVICE	02/06/2024	MONTHLY GAS SERVICE	ACCT. 1568420 18 - 403 S. JANE (ANIMAL CNTRL.)	001-02-2013	303.63
KANSAS GAS SERVICE	02/06/2024	MONTHLY GAS SERVICE	ACCT. 1308570 45 - 130 E. 2ND (COMM. BLDG.)	001-09-2003	164.79

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Vendor Name	Payment Date	Description (Payable)	Description (Item)	Account Number	Amount
KANSAS GAS SERVICE	02/06/2024	MONTHLY GAS SERVICE	ACCT. 1578976 27 - 200 W. GRAND (CITY/PD/COURT)	001-09-2003	629.38
KANSAS GAS SERVICE	02/06/2024	MONTHLY GAS SERVICE	ACCT. 2003258 73 - 160 E. KARLA (SR. CNTR.)	001-12-2003	871.36
KANSAS GAS SERVICE	02/06/2024	MONTHLY GAS SERVICE	ACCT. 1600065 91 - 428 S. JANE (WWTP)	010-30-2003	4,749.03
KANSAS GAS SERVICE	02/06/2024	MONTHLY GAS SERVICE	ACCT. 1654247 00 - 417 S. JANE (PW STORAGE)	010-30-2003	211.24
KANSAS GAS SERVICE	02/06/2024	MONTHLY GAS SERVICE	ACCT. 1308619 00 - 429 S. JANE (PW SHOP)	010-30-2003	218.31
KANSAS GAS SERVICE	02/06/2024	MONTHLY GAS SERVICE	ACCT. 1654252 00 - 401 S.JANE (PW OFFICE)	010-30-2003	141.39
KANSAS GAS SERVICE	02/06/2024	MONTHLY GAS SERVICE	ACCT. 1308621 36 - 551 S. DELOS (OLD SEWER PLNT)	010-30-2003	48.39
KANSAS GAS SERVICE	02/06/2024	MONTHLY GAS SERVICE	ACCT. 1654247 00 - 417 S. JANE (PW STORAGE)	011-31-2003	211.24
KANSAS GAS SERVICE	02/06/2024	MONTHLY GAS SERVICE	ACCT. 1654252 00 - 401 S.JANE (PW OFFICE)	011-31-2003	141.39
KANSAS GAS SERVICE	02/06/2024	MONTHLY GAS SERVICE	ACCT. 1308619 00 - 429 S. JANE (PW SHOP)	011-31-2003	218.31
KANSAS GAS SERVICE	02/06/2024	MONTHLY GAS SERVICE	ACCT. 1308619 00 - 429 S. JANE (PW SHOP)	021-41-2003	218.31
KANSAS GAS SERVICE	02/06/2024	MONTHLY GAS SERVICE	ACCT. 1654247 00 - 417 S. JANE (PW STORAGE)	021-41-2003	211.24
KANSAS GAS SERVICE	02/06/2024	MONTHLY GAS SERVICE	ACCT. 1654252 00 - 401 S.JANE (PW OFFICE)	021-41-2003	141.39
KANSAS GAS SERVICE	02/06/2024	MONTHLY GAS SERVICE	ACCT. 2032392 45 - 523 SARAH LN. (HAC)	030-50-2003	1,006.37
KANSAS GAS SERVICE	02/06/2024	MONTHLY GAS SERVICE	ACCT. 2032392 45 - 523 SARAH LN. (HAC)	030-50-2003	39.53
Vendor KANS1615 - KANSAS GAS SERVICE Total:					9,525.30

Vendor: KANS1552 - KANSAS NARCOTICS OFFICER'S ASSN.

KANSAS NARCOTICS OFFICER'S..	02/20/2024	2024 KNOA TRAINING CONFERENCE - R. NOWAK	2024 KNOA TRAINING CONFERENCE - R. NOWAK	001-02-2015	250.00
Vendor KANS1552 - KANSAS NARCOTICS OFFICER'S ASSN. Total:					250.00

Vendor: KANS1627 - KANSAS ONE-CALL SYSTEM INC

KANSAS ONE-CALL SYSTEM INC	02/06/2024	SEWER/WATER LOCATE FEES	SEWER/WATER LOCATE FEES	011-31-2040	117.60
KANSAS ONE-CALL SYSTEM INC	02/06/2024	SEWER/WATER LOCATE FEES	SEWER/WATER LOCATE FEES	010-30-2040	59.40
KANSAS ONE-CALL SYSTEM INC	02/06/2024	SEWER/WATER LOCATE FEES	SEWER/WATER LOCATE FEES	011-31-2040	59.40
Vendor KANS1627 - KANSAS ONE-CALL SYSTEM INC Total:					236.40

Vendor: KANS1629 - KANSAS PAYMENT CENTER

KANSAS PAYMENT CENTER	02/08/2024	SG09DM003555	SG09DM003555	001-00-2057	213.00
KANSAS PAYMENT CENTER	02/08/2024	SG19DM005637	SG19DM005637	001-00-2057	751.11
KANSAS PAYMENT CENTER	02/08/2024	SG15DM007951	SG15DM007951	001-00-2057	61.54
KANSAS PAYMENT CENTER	02/08/2024	SG22DM05556	SG22DM05556	001-00-2057	184.62
KANSAS PAYMENT CENTER	02/22/2024	SG09DM003555	SG09DM003555	001-00-2057	213.00
KANSAS PAYMENT CENTER	02/22/2024	SG19DM005637	SG19DM005637	001-00-2057	800.00
KANSAS PAYMENT CENTER	02/22/2024	SG15DM007951	SG15DM007951	001-00-2057	61.54
KANSAS PAYMENT CENTER	02/22/2024	SG22DM05556	SG22DM05556	001-00-2057	184.62
Vendor KANS1629 - KANSAS PAYMENT CENTER Total:					2,469.43

Vendor: KANS1568 - KANSAS RURAL WATER ASSOCIATION

KANSAS RURAL WATER ASSOC...	02/06/2024	2024 KRWA CONFERENCE REGISTRATION	2024 KRWA CONFERENCE REGISTRATION - J. AGUILAR	010-30-2015	280.00
KANSAS RURAL WATER ASSOC...	02/06/2024	2024 KRWA CONFERENCE REGISTRATION	2024 KRWA CONFERENCE REGISTRATION - C. ROSE	010-30-2015	280.00
KANSAS RURAL WATER ASSOC...	02/06/2024	2024 KRWA CONFERENCE REGISTRATION	2024 KRWA CONFERENCE REGISTRATION - A. KIRCHERT	010-30-2015	280.00
KANSAS RURAL WATER ASSOC...	02/06/2024	2024 KRWA CONFERENCE REGISTRATION	2024 KRWA CONFERENCE REGISTRATION - E. SATTERFIELD	010-30-2015	280.00
Vendor KANS1568 - KANSAS RURAL WATER ASSOCIATION Total:					1,120.00

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Vendor Name	Payment Date	Description (Payable)	Description (Item)	Account Number	Amount
Vendor: KANS1643 - KANSAS STATE TREASURER					
KANSAS STATE TREASURER	02/06/2024	COURT FEES - JAN 2024	JUDICIAL BRANCH EDUCATION FEE	001-06-2073	58.00
KANSAS STATE TREASURER	02/06/2024	COURT FEES - JAN 2024	LAW ENFORCEMENT TRAINING CENTER FUND	001-06-2074	1,379.00
KANSAS STATE TREASURER	02/06/2024	COURT FEES - JAN 2024	DUI FEE	001-06-2075	250.00
Vendor KANS1643 - KANSAS STATE TREASURER Total:					1,687.00
Vendor: KANS1480 - KANSASLAND TIRE & SERVICE					
KANSASLAND TIRE & SERVICE	02/06/2024	TIRES & SERVICE	P245/55R18 TIRES 4EA. - PATROL CAR #05-19	001-02-2035	639.12
KANSASLAND TIRE & SERVICE	02/06/2024	TIRES & SERVICE	P255/60R18 TIRES 4EA. - PATROL CAR #09-20	001-02-2035	540.00
Vendor KANS1480 - KANSASLAND TIRE & SERVICE Total:					1,179.12
Vendor: KANZ1482 - KANZA CO-OPERATIVE ASSOC.					
KANZA CO-OPERATIVE ASSOC.	02/06/2024	UNLEADED / DIESEL FUEL	DIESEL FUEL 250 GAL.	010-30-2010	713.07
KANZA CO-OPERATIVE ASSOC.	02/06/2024	UNLEADED / DIESEL FUEL	UNLEADED FUEL 1450 GAL.	001-02-2010	3,466.22
KANZA CO-OPERATIVE ASSOC.	02/20/2024	UNLEADED / DIESEL FUEL	UNLEADED FUEL 350 GAL.	010-30-2010	1,155.66
KANZA CO-OPERATIVE ASSOC.	02/20/2024	UNLEADED / DIESEL FUEL	DIESEL FUEL 1400 GAL.	001-02-2010	3,739.34
Vendor KANZ1482 - KANZA CO-OPERATIVE ASSOC. Total:					9,074.29
Vendor: KARY0290 - KARYN BELL - SIMON					
KARYN BELL - SIMON	02/20/2024	HOMETOWN MRKT. MGR. - 3.25 HRS 02/09/2024	HOMETOWN MRKT. MGR. - 3.25 HRS 02/09/2024	051-66-3005	50.38
KARYN BELL - SIMON	02/20/2024	HOMETOWN MRKT. MGR. - 2 HRS 02/16/2024	HOMETOWN MRKT. MGR. - 2 HRS 02/16/2024	051-66-3005	31.00
Vendor KARY0290 - KARYN BELL - SIMON Total:					81.38
Vendor: KONI1558 - KONICA MINOLTA PREMIERE					
KONICA MINOLTA PREMIERE	02/20/2024	COPIER LEASE PYMNT.	KONICA C3350 LEASE - SR. CNTR.	001-12-2004	172.76
Vendor KONI1558 - KONICA MINOLTA PREMIERE Total:					172.76
Vendor: KPER1560 - KPERS 457 - EMPOWER RETIREMENT					
KPERS 457 - EMPOWER RETIR...	02/09/2024	PAYROLL DEDUCTION KPERS 457 PRE-TAX	PAYROLL DEDUCTION KPERS 457 PRE-TAX	001-00-2051	1,861.50
KPERS 457 - EMPOWER RETIR...	02/09/2024	PAYROLL DEDUCTION KPERS 457 ROTH POST-TAX	PAYROLL DEDUCTION KPERS 457 ROTH POST-TAX	001-00-2067	1,396.00
KPERS 457 - EMPOWER RETIR...	02/23/2024	PAYROLL DEDUCTION KPERS 457 ROTH POST-TAX	PAYROLL DEDUCTION KPERS 457 ROTH POST-TAX	001-00-2067	1,296.00
KPERS 457 - EMPOWER RETIR...	02/23/2024	PAYROLL DEDUCTION KPERS 457 PRE-TAX	PAYROLL DEDUCTION KPERS 457 PRE-TAX	001-00-2051	1,831.50
Vendor KPER1560 - KPERS 457 - EMPOWER RETIREMENT Total:					6,385.00
Vendor: KPER1559 - KPERS					
KPERS	02/09/2024	PAYROLL DEDUCTION KPERS D&D	PAYROLL DEDUCTION KPERS D&D	001-00-2040	1,132.52
KPERS	02/09/2024	PAYROLL DEDUCTION KPERS EE & ER	PAYROLL DEDUCTION KPERS EE & ER	001-00-2040	2,481.04
KPERS	02/09/2024	PAYROLL DEDUCTION KPERS EE & ER	PAYROLL DEDUCTION KPERS EE & ER	001-00-2040	6,224.09
KPERS	02/09/2024	PAYROLL DEDUCTION KPERS EE & ER	PAYROLL DEDUCTION KPERS EE & ER	001-00-2040	8,577.34
KPERS	02/09/2024	PAYROLL DEDUCTION KP&F EE & ER	PAYROLL DEDUCTION KP&F EE & ER	001-00-2040	16,059.17
KPERS	02/09/2024	PAYROLL DEDUCTION KPERS WORK AFTER RETIREMENT	PAYROLL DEDUCTION KPERS WORK AFTER RETIREMENT	001-00-2040	69.43
KPERS	02/23/2024	PAYROLL DEDUCTION KPERS D&D	PAYROLL DEDUCTION KPERS D&D	001-00-2040	1,138.98
KPERS	02/23/2024	PAYROLL DEDUCTION KPERS EE & ER	PAYROLL DEDUCTION KPERS EE & ER	001-00-2040	2,432.94
KPERS	02/23/2024	PAYROLL DEDUCTION KPERS EE & ER	PAYROLL DEDUCTION KPERS EE & ER	001-00-2040	6,069.98
KPERS	02/23/2024	PAYROLL DEDUCTION KPERS EE & ER	PAYROLL DEDUCTION KPERS EE & ER	001-00-2040	8,877.85

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Vendor Name	Payment Date	Description (Payable)	Description (Item)	Account Number	Amount
KPERS	02/23/2024	PAYROLL DEDUCTION KP&F EE & ER	PAYROLL DEDUCTION KP&F EE & ER	001-00-2040	15,651.30
KPERS	02/23/2024	PAYROLL DEDUCTION KPERS WORK AFTER RETIREMENT	PAYROLL DEDUCTION KPERS WORK AFTER RETIREMENT	001-00-2040	66.74
Vendor KPER1559 - KPERS Total:					68,781.38
Vendor: KRIS1861 - KRISTEN MCDANIEL					
KRISTEN MCDANIEL	02/06/2024	CELL PHONE REIMBURSEMENT	CELL PHONE REIMBURSEMENT	001-12-2003	35.00
Vendor KRIS1861 - KRISTEN MCDANIEL Total:					35.00
Vendor: LACE1454 - LACEY HATFIELD					
LACEY HATFIELD	02/06/2024	FITNESS INSTRUCTOR 7.75 HRS. 01/22 - 01/31/2024	FITNESS INSTRUCTOR 7.75 HRS. 01/22 - 01/31/2024	030-50-1250	116.25
LACEY HATFIELD	02/20/2024	FITNESS INSTRUCTOR 1.15 HRS. 01/31/2024	FITNESS INSTRUCTOR 1.15 HRS. 01/31/2024	030-50-1250	17.25
Vendor LACE1454 - LACEY HATFIELD Total:					133.50
Vendor: LAGR1685 - LAG RENTALS, LLC.					
LAG RENTALS, LLC.	02/06/2024	CAR RENTAL - RA 3024136	CAR RENTAL - RA 3024136	024-44-2012	650.00
Vendor LAGR1685 - LAG RENTALS, LLC. Total:					650.00
Vendor: LAUT1700 - LAUTZ LAW, LLC					
LAUTZ LAW, LLC	02/06/2024	PUBLIC DEFENDER MONTHLY SERVICES	PUBLIC DEFENDER MONTHLY SERVICES	001-06-2037	1,400.00
Vendor LAUT1700 - LAUTZ LAW, LLC Total:					1,400.00
Vendor: LEAG1722 - LEAGUE OF KANSAS					
LEAGUE OF KANSAS	02/06/2024	TRAINING: KORA & POLICE RECORDS 02/27/2024	TRAINING:KORA/POLICE RECORDS 02/27/24 - MILLSPAUGH	001-01-2015	25.00
Vendor LEAG1722 - LEAGUE OF KANSAS Total:					25.00
Vendor: LEGA1735 - LEGAL SHIELD					
LEGAL SHIELD	02/22/2024	PAYROLL DEDUCTION LEGAL SHIELD	PAYROLL DEDUCTION LEGAL SHIELD	001-00-2060	67.80
Vendor LEGA1735 - LEGAL SHIELD Total:					67.80
Vendor: LEWI1747 - LEWIS STREET GLASS CO INC					
LEWIS STREET GLASS CO INC	02/20/2024	GLASS REPAIR - HAC 02/09/2024	GLASS REPAIR - HAC 02/09/2024	030-50-2025	469.44
Vendor LEWI1747 - LEWIS STREET GLASS CO INC Total:					469.44
Vendor: LOGO1776 - LOGO DEPOT					
LOGO DEPOT	02/06/2024	POLICE UNIFORMS/EMBROIDERY	CORNERSTONE SNAG-PROOF L/S TACTICAL, NAVY, MED.	001-02-2016	33.50
LOGO DEPOT	02/06/2024	POLICE UNIFORMS/EMBROIDERY	PORT AUTHORITY 1/4-ZIP FLEECE PULLOVER, BLK, MED.	001-02-2016	33.50
LOGO DEPOT	02/06/2024	POLICE UNIFORMS/EMBROIDERY	CORNERSTONE SNAG-PROOF TACTICAL POLO, NAVY, MED.	001-02-2016	85.50
LOGO DEPOT	02/20/2024	POLICE UNIFORMS/EMBROIDERY	CUT / ATTACH VELCRO TO EMBLEMS 10EA.	001-02-2016	150.00
LOGO DEPOT	02/20/2024	POLICE UNIFORMS/EMBROIDERY	ONE LINE PERSONALIZATION	001-02-2016	6.00
LOGO DEPOT	02/20/2024	POLICE UNIFORMS/EMBROIDERY	ADD EMBLEM: HAYSVILLE PD BADGE	001-02-2016	6.75
LOGO DEPOT	02/20/2024	POLICE UNIFORMS/EMBROIDERY	REFLECTIVE POLICE STAR 3"	001-02-2016	8.50
LOGO DEPOT	02/20/2024	POLICE UNIFORMS/EMBROIDERY	CORNERSTONE SNAG-PROOF TACTICAL POLO 1EA.	001-02-2016	28.50
Vendor LOGO1776 - LOGO DEPOT Total:					352.25
Vendor: LOWE1787 - LOWES BUSINESS ACCT/GECRB					
LOWES BUSINESS ACCT/GECRB	02/20/2024	MONTHLY SUPPLIES - JAN 2024	PALLET CHARGE (BOLLARDS)	001-09-2025	14.40
LOWES BUSINESS ACCT/GECRB	02/20/2024	MONTHLY SUPPLIES - JAN 2024	JM R30 FC FIBER GLASS (BOLLARDS)	001-09-2025	82.63
LOWES BUSINESS ACCT/GECRB	02/20/2024	MONTHLY SUPPLIES - JAN 2024	QUIKRETE 60-LB CONCRETE (BOLLARDS)	001-09-2025	208.32
LOWES BUSINESS ACCT/GECRB	02/20/2024	MONTHLY SUPPLIES - JAN 2024	3/8 CAT RATED PLYWOOD SHEATHING	010-30-2012	45.46

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Vendor Name	Payment Date	Description (Payable)	Description (Item)	Account Number	Amount
LOWES BUSINESS ACCT/GECRB	02/20/2024	MONTHLY SUPPLIES - JAN 2024	2-10-10 TC #2-PREM KD DOUG FIR	021-41-2009	10.00
LOWES BUSINESS ACCT/GECRB	02/20/2024	MONTHLY SUPPLIES - JAN 2024	PWRPRO ONE EXT 1-LB #10X	021-41-2009	11.38
LOWES BUSINESS ACCT/GECRB	02/20/2024	MONTHLY SUPPLIES - JAN 2024	2-12-12 TC #2-PREM KD DOUG FIR	021-41-2009	17.08
Vendor LOWE1787 - LOWES BUSINESS ACCT/GECRB Total:					389.27

Vendor: MALC3098 - MALCOLM YOUNG

MALCOLM YOUNG	02/20/2024	CELL PHONE REIMBURSEMENT	CELL PHONE REIMBURSEMENT	001-02-2040	35.00
Vendor MALC3098 - MALCOLM YOUNG Total:					35.00

Vendor: MARI1825 - MARIANNA EVANS YOGA, LLC.

MARIANNA EVANS YOGA, LLC.	02/06/2024	SR. CNTR. YOGA - JAN 2024	SR. CNTR. YOGA - JAN 2024	001-12-1100	100.00
Vendor MARI1825 - MARIANNA EVANS YOGA, LLC. Total:					100.00

Vendor: MARS1769 - MARSHALL LITCHFIELD

MARSHALL LITCHFIELD	02/06/2024	CELL PHONE REIMBURSEMENT	CELL PHONE REIMBURSEMENT	010-30-2002	11.67
MARSHALL LITCHFIELD	02/06/2024	CELL PHONE REIMBURSEMENT	CELL PHONE REIMBURSEMENT	011-31-2002	11.67
MARSHALL LITCHFIELD	02/06/2024	CELL PHONE REIMBURSEMENT	CELL PHONE REIMBURSEMENT	021-41-2002	11.66
Vendor MARS1769 - MARSHALL LITCHFIELD Total:					35.00

Vendor: MAXW1845 - MAXWELL MEDALS & AWARDS

MAXWELL MEDALS & AWARDS	02/20/2024	2024 SHAMROCK SHUFFLE MEDALS	1-1/2" X 32" NECK RIBBONS	030-50-2092	150.00
MAXWELL MEDALS & AWARDS	02/20/2024	2024 SHAMROCK SHUFFLE MEDALS	2024 SHAMROCK SHUFFLE MEDALS	030-50-2092	1,000.00
MAXWELL MEDALS & AWARDS	02/20/2024	2024 SHAMROCK SHUFFLE MEDALS	SHIPPING / HANDLING CHARGE	030-50-2092	30.00
MAXWELL MEDALS & AWARDS	02/20/2024	2024 SHAMROCK SHUFFLE MEDALS	UV COLOR PRINT CHARGE	030-50-2092	400.00
Vendor MAXW1845 - MAXWELL MEDALS & AWARDS Total:					1,580.00

Vendor: MELH1875 - MEL HAMBELTON FORD

MEL HAMBELTON FORD	02/06/2024	AUTO PARTS / SUPPLIES	SPARK PLUG 6EA. - PATROL CAR #04-19	001-02-2035	52.68
MEL HAMBELTON FORD	02/06/2024	AUTO PARTS / SUPPLIES	GASKET 1EA. - PATROL CAR #04-19	001-02-2035	24.83
Vendor MELH1875 - MEL HAMBELTON FORD Total:					77.51

Vendor: MERI1883 - MERIDIAN ANALYTICAL LABS, LLC.

MERIDIAN ANALYTICAL LABS, ...	02/06/2024	WATER TESTING	WATER TESTING	010-30-2040	892.00
MERIDIAN ANALYTICAL LABS, ...	02/06/2024	WATER TESTING	WATER TESTING	011-31-2040	225.00
MERIDIAN ANALYTICAL LABS, ...	02/06/2024	WATER TESTING	WATER TESTING	011-31-2040	225.00
MERIDIAN ANALYTICAL LABS, ...	02/20/2024	WATER TESTING	WATER TESTING	010-30-2040	892.00
MERIDIAN ANALYTICAL LABS, ...	02/20/2024	WATER TESTING	WATER TESTING	011-31-2040	225.00
Vendor MERI1883 - MERIDIAN ANALYTICAL LABS, LLC. Total:					2,459.00

Vendor: MICH1768 - MICHAEL J. LIPPOLDT

MICHAEL J. LIPPOLDT	02/06/2024	CELL PHONE REIMBURSEMENT	CELL PHONE REIMBURSEMENT	010-30-2002	11.67
MICHAEL J. LIPPOLDT	02/06/2024	CELL PHONE REIMBURSEMENT	CELL PHONE REIMBURSEMENT	011-31-2002	11.67
MICHAEL J. LIPPOLDT	02/06/2024	CELL PHONE REIMBURSEMENT	CELL PHONE REIMBURSEMENT	021-41-2002	11.66
Vendor MICH1768 - MICHAEL J. LIPPOLDT Total:					35.00

Vendor: MID-1907 - MID-CONTINENT SAFETY

MID-CONTINENT SAFETY	02/20/2024	SAFETY EQUIPMENT	SHIPPING / HANDLING	001-03-2009	5.29
MID-CONTINENT SAFETY	02/20/2024	SAFETY EQUIPMENT	NEMESIS SAFETY GLASSES, CLEAR LENS 24 PR.	001-03-2009	33.00
MID-CONTINENT SAFETY	02/20/2024	SAFETY EQUIPMENT	NEMESIS SAFETY GLASSES, SMOKE MIRROR LENS 24 PR.	001-03-2009	33.00
MID-CONTINENT SAFETY	02/20/2024	SAFETY EQUIPMENT	NEMESIS SAFETY GLASSES, CLEAR LENS 24 PR.	010-30-2009	33.00
MID-CONTINENT SAFETY	02/20/2024	SAFETY EQUIPMENT	NEMESIS SAFETY GLASSES, SMOKE MIRROR LENS 24 PR.	010-30-2009	33.00
MID-CONTINENT SAFETY	02/20/2024	SAFETY EQUIPMENT	SHIPPING / HANDLING	010-30-2009	5.29
MID-CONTINENT SAFETY	02/20/2024	SAFETY EQUIPMENT	SHIPPING / HANDLING	011-31-2009	5.29
MID-CONTINENT SAFETY	02/20/2024	SAFETY EQUIPMENT	NEMESIS SAFETY GLASSES, SMOKE MIRROR LENS 24 PR.	011-31-2009	33.00

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Vendor Name	Payment Date	Description (Payable)	Description (Item)	Account Number	Amount
MID-CONTINENT SAFETY	02/20/2024	SAFETY EQUIPMENT	NEMESIS SAFETY GLASSES, CLEAR LENS 24 PR.	011-31-2009	33.00
MID-CONTINENT SAFETY	02/20/2024	SAFETY EQUIPMENT	NEMESIS SAFETY GLASSES, CLEAR LENS 24 PR.	021-41-2009	33.00
MID-CONTINENT SAFETY	02/20/2024	SAFETY EQUIPMENT	SHIPPING / HANDLING	021-41-2009	5.29
MID-CONTINENT SAFETY	02/20/2024	SAFETY EQUIPMENT	NEMESIS SAFETY GLASSES, SMOKE MIRROR LENS 24 PR.	021-41-2009	33.00
Vendor MID-1907 - MID-CONTINENT SAFETY Total:					285.16
Vendor: MIES1927 - MIES CONSTRUCTION INC					
MIES CONSTRUCTION INC	02/06/2024	PROJECT: D-21 EXCAVATION/GRADING IMPRVMNTS.	PROJECT: D-21 EXCAVATION/GRADING IMPRVMNTS.	036-56-3001	29,362.50
Vendor MIES1927 - MIES CONSTRUCTION INC Total:					29,362.50
Vendor: MINT1943 - MINTER & POLLAK, LC					
MINTER & POLLAK, LC	02/20/2024	PROFESSIONAL SVCS. - CITY ATTY. FEES	FEB 2024 PROFESSIONAL SVCS. - CITY ATTY. FEES	001-10-1100	4,300.00
MINTER & POLLAK, LC	02/20/2024	PROFESSIONAL SVCS. - CITY PROSECUTOR	PROFESSIONAL SVCS. - CITY PROSECUTOR	001-06-1100	2,000.00
Vendor MINT1943 - MINTER & POLLAK, LC Total:					6,300.00
Vendor: MUNI1987 - MUNICIPAL SUPPLY INC.					
MUNICIPAL SUPPLY INC.	02/06/2024	WATER SUPPLIES	19" X 3" ROUND FOAM INSULATOR	011-31-2009	221.70
MUNICIPAL SUPPLY INC.	02/20/2024	WATER SUPPLIES	60" INSULATED MIGHTY PROBE	011-31-2009	81.20
MUNICIPAL SUPPLY INC.	02/20/2024	WATER SUPPLIES	22" X 3" ROUND FOAM INSULATOR	011-31-2009	94.90
Vendor MUNI1987 - MUNICIPAL SUPPLY INC. Total:					397.80
Vendor: MYRE1999 - MYREC.COM					
MYREC.COM	02/06/2024	MYREC.COM SYSTEM SOFTWARE	MYREC. SYSTEM SOFTWARE	037-57-2012	1,034.58
Vendor MYRE1999 - MYREC.COM Total:					1,034.58
Vendor: NEWM2041 - NEW MEDICAL HEALTH CARE, LLC					
NEW MEDICAL HEALTH CARE, ...	02/20/2024	PRE-EMPLOYMENT TESTING - C. HODSON	PRE-EMPLOYMENT TESTING - C. HODSON	001-02-2012	70.00
NEW MEDICAL HEALTH CARE, ...	02/20/2024	PRE-EMPLOYMENT TESTING - C. HODSON	PRE-EMPLOYMENT TESTING - C. HODSON	001-02-2012	172.50
NEW MEDICAL HEALTH CARE, ...	02/20/2024	PRE-EMPLOYMENT TESTING - B. ALTIER-RIERA	PRE-EMPLOYMENT TESTING - B. ALTIER-RIERA	001-02-2012	172.50
NEW MEDICAL HEALTH CARE, ...	02/20/2024	PRE-EMPLOYMENT TESTING - B. ALTIER-RIERA	PRE-EMPLOYMENT TESTING - B. ALTIER-RIERA	001-02-2012	70.00
Vendor NEWM2041 - NEW MEDICAL HEALTH CARE, LLC Total:					485.00
Vendor: NEWE2042 - NEWEGG BUSINESS, INC.					
NEWEGG BUSINESS, INC.	02/06/2024	COMPUTER EQUIPMENT	HDMI SPLITTER, 4K 1EA. (INFO. SYSTEMS)	001-21-2004	12.69
NEWEGG BUSINESS, INC.	02/20/2024	COMPUTER EQUIPMENT	BROTHER HL-L2300 LASER PRINTER 1EA. (WWTP LAB)	010-30-2004	132.71
Vendor NEWE2042 - NEWEGG BUSINESS, INC. Total:					145.40
Vendor: NICH2055 - NICHOLAS W. NORRIS					
NICHOLAS W. NORRIS	02/06/2024	CELL PHONE REIMBURSEMENT	CELL PHONE REIMBURSEMENT	030-50-2002	35.00
Vendor NICH2055 - NICHOLAS W. NORRIS Total:					35.00
Vendor: ODPB2079 - ODP BUSINESS SOLUTIONS, LLC					
ODP BUSINESS SOLUTIONS, LLC	02/06/2024	OFFICE SUPPLIES	TAPE, DUCT, SILVER, 3-ROLLS, 1 PK.	001-10-2077	23.39
ODP BUSINESS SOLUTIONS, LLC	02/06/2024	OFFICE SUPPLIES	PEN, EASY TOUCH, RETRACT, BLUE, 1 DZN.	001-10-2077	5.80
ODP BUSINESS SOLUTIONS, LLC	02/06/2024	OFFICE SUPPLIES	BIC, ROUND STIC, BLACK, 60 PK. 1EA.	001-10-2077	4.99
ODP BUSINESS SOLUTIONS, LLC	02/06/2024	OFFICE SUPPLIES	INK, ROLL-ON, 2 OZ., BLACK 1EA.	001-10-2077	4.39
ODP BUSINESS SOLUTIONS, LLC	02/20/2024	OFFICE SUPPLIES	PAPER, 11" X 17", 1 CS.	001-10-2077	56.99
ODP BUSINESS SOLUTIONS, LLC	02/20/2024	OFFICE SUPPLIES	DIVIDER, A-Z, ALPHA, 2EA.	001-10-2077	3.52

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ODP BUSINESS SOLUTIONS, LLC	02/20/2024	OFFICE SUPPLIES	MOUSE, LOGITECH	001-20-2004	33.49
ODP BUSINESS SOLUTIONS, LLC	02/20/2024	OFFICE SUPPLIES	MARATHON, WIRELESS 1EA.	001-20-2004	13.69
ODP BUSINESS SOLUTIONS, LLC	02/20/2024	OFFICE SUPPLIES	PAPER, ASTRO BRIGHT RED, 1 REAM	001-20-2004	14.99
ODP BUSINESS SOLUTIONS, LLC	02/20/2024	OFFICE SUPPLIES	SPOONS, CLEAR, HVY DUTY, 1 PK.	001-20-2004	9.99
ODP BUSINESS SOLUTIONS, LLC	02/20/2024	OFFICE SUPPLIES	LABELS, 1" X 2-5/8", ATRO BRIGHT PURPLE 1 PK.	001-20-2004	45.99
ODP BUSINESS SOLUTIONS, LLC	02/20/2024	OFFICE SUPPLIES	INK, HP67 XL, BLK. 2/PK 1EA.	001-20-2004	26.97
ODP BUSINESS SOLUTIONS, LLC	02/20/2024	OFFICE SUPPLIES	TAG, KEY, ROUND, 1.25" 50/PK 3EA.	001-20-2004	14.49
ODP BUSINESS SOLUTIONS, LLC	02/20/2024	OFFICE SUPPLIES	BINDER, 1" BLK., CLEAR VIEW 6/PK 1EA.	001-20-2004	14.49
Vendor ODPB2079 - ODP BUSINESS SOLUTIONS, LLC Total:					258.69

Vendor: OPTI2097 - OPTIV SECURITY, INC.

OPTIV SECURITY, INC.	02/20/2024	3 YEAR KEY FOB TOKENS	3 YEAR KEY FOB TOKENS 15EA.	001-02-2040	821.85
Vendor OPTI2097 - OPTIV SECURITY, INC. Total:					821.85

Vendor: O'RE2074 - O'REILLY AUTOMOTIVE INC

O'REILLY AUTOMOTIVE INC	02/06/2024	AUTO PARTS/SUPPLIES	COIL-ON PLUG BOOT - PATROL CAR #04-19	001-02-2035	15.42
O'REILLY AUTOMOTIVE INC	02/06/2024	AUTO PARTS/SUPPLIES	CORE CHARGE (BATTERY) - PATROL CAR #06-21	001-02-2035	22.00
O'REILLY AUTOMOTIVE INC	02/06/2024	AUTO PARTS/SUPPLIES	BATTERY - PATROL CAR #06-21	001-02-2035	139.46
O'REILLY AUTOMOTIVE INC	02/06/2024	AUTO PARTS/SUPPLIES	BLOWER MOTOR - PATROL CAR#18-16	001-02-2035	52.36
O'REILLY AUTOMOTIVE INC	02/06/2024	CREDIT: CORE RETURN (BATTERY) - PATROL CAR #06-21	CREDIT: CORE RETURN (BATTERY) - PATROL CAR #06-21	001-02-2035	-22.00
O'REILLY AUTOMOTIVE INC	02/06/2024	AUTO PARTS/SUPPLIES	U-JOINT - TRK#33	001-03-2006	63.60
O'REILLY AUTOMOTIVE INC	02/06/2024	AUTO PARTS/SUPPLIES	CNTR SUPPORT BEARING - TRK#33	001-03-2006	49.14
O'REILLY AUTOMOTIVE INC	02/06/2024	AUTO PARTS/SUPPLIES	U-JOINT - TRK#33	001-03-2006	21.20
O'REILLY AUTOMOTIVE INC	02/06/2024	AUTO PARTS/SUPPLIES	FUEL FILTER - PARK DEPT.	001-03-2006	2.19
O'REILLY AUTOMOTIVE INC	02/06/2024	AUTO PARTS/SUPPLIES	HYD FILTER - PARK DEPT.	001-03-2006	6.63
O'REILLY AUTOMOTIVE INC	02/06/2024	AUTO PARTS/SUPPLIES	OIL FILTER - PARK DEPT.	001-03-2006	7.90
O'REILLY AUTOMOTIVE INC	02/06/2024	AUTO PARTS/SUPPLIES	AIR FILTER - PARK DEPT.	001-03-2006	13.45
O'REILLY AUTOMOTIVE INC	02/06/2024	CREDIT: RETURN U-JOINT - TRK #33	CREDIT: RETURN U-JOINT - TRK #33	001-03-2006	-21.20
O'REILLY AUTOMOTIVE INC	02/06/2024	AUTO PARTS/SUPPLIES	1QT. MOTOR OIL 14EA. - PARK DEPT.	001-03-2006	181.86
O'REILLY AUTOMOTIVE INC	02/06/2024	AUTO PARTS/SUPPLIES	OIL FILTER 2EA. - PARK DEPT.	001-03-2006	23.78
O'REILLY AUTOMOTIVE INC	02/06/2024	AUTO PARTS/SUPPLIES	A/T FILTER 2EA. - PARK DEPT.	001-03-2006	30.36
O'REILLY AUTOMOTIVE INC	02/06/2024	AUTO PARTS/SUPPLIES	OIL FILTER 2EA. - PARK DEPT.	001-03-2006	16.22
O'REILLY AUTOMOTIVE INC	02/06/2024	AUTO PARTS/SUPPLIES	FUEL/WTR SEP 2EA. - PARK DEPT.	001-03-2006	79.36
O'REILLY AUTOMOTIVE INC	02/06/2024	AUTO PARTS/SUPPLIES	BATTERY - WATER VAC TRAILER	011-31-2006	136.45
O'REILLY AUTOMOTIVE INC	02/06/2024	AUTO PARTS/SUPPLIES	CORE CHARGE (STARTER) - JD 6410S MOWER	021-41-2006	50.00
O'REILLY AUTOMOTIVE INC	02/06/2024	AUTO PARTS/SUPPLIES	STARTER - JD 6410S MOWER	021-41-2006	272.14
O'REILLY AUTOMOTIVE INC	02/06/2024	CREDIT: CORE RETURN (STARTER) - JD 6410S MOWER	CREDIT: CORE RETURN (STARTER) - JD 6410S MOWER	021-41-2006	-50.00
O'REILLY AUTOMOTIVE INC	02/20/2024	AUTO PARTS/SUPPLIES	CORE CHARGE - CHALLENGER TRACTOR	010-30-2006	22.00
O'REILLY AUTOMOTIVE INC	02/20/2024	AUTO PARTS/SUPPLIES	BATTERY 2EA. - CHALLENGER TRACTOR	010-30-2006	272.90
O'REILLY AUTOMOTIVE INC	02/20/2024	AUTO PARTS/SUPPLIES	CREDIT: CORE EXCHANGE - CHALLENGER TRACTOR	010-30-2006	-22.00
O'REILLY AUTOMOTIVE INC	02/20/2024	AUTO PARTS/SUPPLIES	5QT. MOTOR OIL 1EA. - WATER DEPT.	011-31-2006	36.95
O'REILLY AUTOMOTIVE INC	02/20/2024	AUTO PARTS/SUPPLIES	OIL FILTER 1EA. - WATER DEPT.	011-31-2006	4.41
O'REILLY AUTOMOTIVE INC	02/20/2024	AUTO PARTS/SUPPLIES	OIL FILTER 1EA. - WATER DEPT.	011-31-2006	10.19
O'REILLY AUTOMOTIVE INC	02/20/2024	AUTO PARTS/SUPPLIES	OIL FILTER 1EA. - WATER DEPT.	011-31-2006	11.89

AP Summary of Expenditures

Payment Dates: 2/1/2024 - 2/29/2024

Vendor Name	Payment Date	Description (Payable)	Description (Item)	Account Number	Amount
O'REILLY AUTOMOTIVE INC	02/20/2024	AUTO PARTS/SUPPLIES	FUEL FILTER 1EA. - WATER DEPT.	011-31-2006	19.35
O'REILLY AUTOMOTIVE INC	02/20/2024	AUTO PARTS/SUPPLIES	1QT. MOTOR OIL 3EA. - WATER DEPT.	011-31-2006	22.17
O'REILLY AUTOMOTIVE INC	02/20/2024	AUTO PARTS/SUPPLIES	AIR FILTER 1EA. - WATER DEPT.	011-31-2006	25.70
O'REILLY AUTOMOTIVE INC	02/20/2024	AUTO PARTS/SUPPLIES	5QT. MOTOR OIL 1EA. - WATER DEPT.	011-31-2006	36.95
O'REILLY AUTOMOTIVE INC	02/20/2024	AUTO PARTS/SUPPLIES	FUEL FILTER 1EA. - WATER DEPT.	011-31-2006	30.60
O'REILLY AUTOMOTIVE INC	02/20/2024	AUTO PARTS/SUPPLIES	1GAL. CAR WASH 2EA. - SHOP SUPPLIES	001-03-2009	3.50
O'REILLY AUTOMOTIVE INC	02/20/2024	AUTO PARTS/SUPPLIES	1GAL. CAR WASH 2EA. - SHOP SUPPLIES	010-30-2009	3.48
O'REILLY AUTOMOTIVE INC	02/20/2024	AUTO PARTS/SUPPLIES	1GAL. CAR WASH 2EA. - SHOP SUPPLIES	011-31-2009	3.50
O'REILLY AUTOMOTIVE INC	02/20/2024	AUTO PARTS/SUPPLIES	1GAL. CAR WASH 2EA. - SHOP SUPPLIES	021-41-2009	3.50
O'REILLY AUTOMOTIVE INC	02/20/2024	AUTO PARTS/SUPPLIES	BATTERY - JD GATOR	001-03-2006	115.09
O'REILLY AUTOMOTIVE INC	02/20/2024	AUTO PARTS/SUPPLIES	CORE CHARGE - JD GATOR	001-03-2006	22.00
O'REILLY AUTOMOTIVE INC	02/20/2024	AUTO PARTS/SUPPLIES	CREDIT: CORE EXCHANGE - JD GATOR	001-03-2006	-22.00
O'REILLY AUTOMOTIVE INC	02/20/2024	AUTO PARTS/SUPPLIES	1QT. MOTOR OIL 2EA. - WATER VAC TRAILER	011-31-2006	11.98
O'REILLY AUTOMOTIVE INC	02/20/2024	AUTO PARTS/SUPPLIES	COMPRS OIL - WATER VAC TRAILER	011-31-2006	24.99
O'REILLY AUTOMOTIVE INC	02/20/2024	AUTO PARTS/SUPPLIES	RETURN: 1QT. MOTOR OIL 2EA. - WATER VAC TRAILER	011-31-2006	-11.98
O'REILLY AUTOMOTIVE INC	02/20/2024	AUTO PARTS/SUPPLIES	TRANS LINE - TRK #91	001-03-2006	31.69
Vendor O'RE2074 - O'REILLY AUTOMOTIVE INC Total:					1,747.18
Vendor: PASS2128 - PASSIO TECHNOLOGIES					
PASSIO TECHNOLOGIES	02/20/2024	PARAPLAN PRO MONTHLY SOFTWARE FEES	PARAPLAN PRO MONTHLY SOFTWARE FEES	001-13-2040	67.20
Vendor PASS2128 - PASSIO TECHNOLOGIES Total:					67.20
Vendor: PINN2172 - PINNACLE FIRE & AUTOMATION,LLC					
PINNACLE FIRE & AUTOMATI...	02/06/2024	FIRE PROTECTION SYSTEM MONITORING - HAC	FIRE PROTECTION SYSTEM MONITORING - HAC	030-50-2025	300.00
Vendor PINN2172 - PINNACLE FIRE & AUTOMATION,LLC Total:					300.00
Vendor: POLY2195 - POLYDYNE INC.					
POLYDYNE INC.	02/20/2024	CLARIFLOC C-6266X POLYMER	CLARIFLOC C-6266X POLYMER	010-30-2008	7,866.00
Vendor POLY2195 - POLYDYNE INC. Total:					7,866.00
Vendor: POST1317 - POSTALOCITY BY BROADSTROKE, INC.					
POSTALOCITY BY BROADSTRO...	02/02/2024	POSTAL SVC. - FEB 2024	POSTAL SVC. - FEB 2024	001-10-2040	1,716.68
POSTALOCITY BY BROADSTRO...	02/02/2024	POSTAL SVC. - FEB 2024	POSTAL SVC. - FEB 2024	010-30-2004	274.67
POSTALOCITY BY BROADSTRO...	02/02/2024	POSTAL SVC. - FEB 2024	POSTAL SVC. - FEB 2024	010-30-2011	377.67
POSTALOCITY BY BROADSTRO...	02/02/2024	POSTAL SVC. - FEB 2024	POSTAL SVC. - FEB 2024	011-31-2004	274.67
POSTALOCITY BY BROADSTRO...	02/02/2024	POSTAL SVC. - FEB 2024	POSTAL SVC. - FEB 2024	011-31-2011	789.67
Vendor POST1317 - POSTALOCITY BY BROADSTROKE, INC. Total:					3,433.36
Vendor: PREM2224 - PREMIER PYROTECHNICS, INC					
PREMIER PYROTECHNICS, INC	02/20/2024	FIREWORKS DISPLAY - 2024 JULY 4TH	FIREWORKS DISPLAY - 2024 JULY 4TH	001-10-2054	9,000.00
Vendor PREM2224 - PREMIER PYROTECHNICS, INC Total:					9,000.00
Vendor: PRIC2232 - PRICHARD ANIMAL HOSPITAL PA					
PRICHARD ANIMAL HOSPITAL ...	02/20/2024	PURINA SPORT PERFORMANCE DOG FOOD 37.5 LBS.	PURINA SPORT PERFORMANCE DOG FOOD 37.5 LBS.	001-02-2047	71.33
Vendor PRIC2232 - PRICHARD ANIMAL HOSPITAL PA Total:					71.33
Vendor: PROF2109 - PROFESSIONAL ENGINEERING CONSULTANTS					
PROFESSIONAL ENGINEERING...	02/06/2024	MONTHLY RETAINER - CITY ENGINEER	MONTHLY RETAINER - CITY ENGINEER	010-30-2040	66.66
PROFESSIONAL ENGINEERING...	02/06/2024	MONTHLY RETAINER - CITY ENGINEER	MONTHLY RETAINER - CITY ENGINEER	011-31-2040	66.68

AP Summary of Expenditures

Payment Dates: 2/1/2024 - 2/29/2024

Vendor Name	Payment Date	Description (Payable)	Description (Item)	Account Number	Amount
PROFESSIONAL ENGINEERING...	02/06/2024	MONTHLY RETAINER - CITY ENGINEER	MONTHLY RETAINER - CITY ENGINEER	021-41-2040	66.68
PROFESSIONAL ENGINEERING...	02/06/2024	PROJECT: S. MAIN (SENECA) STR. SIDEWALK EXTENSION	PROJECT: S. MAIN (SENECA) STR. SIDEWALK EXTENSION	036-56-2087	8,955.00
PROFESSIONAL ENGINEERING...	02/06/2024	PROJECT: WHEATLAND VILLAGE PAVING & DRAINAGE	PROJECT: WHEATLAND VILLAGE PAVING & DRAINAGE	086-66-3002	7,680.00
PROFESSIONAL ENGINEERING...	02/06/2024	PROJECT: WHEATLAND VILLAGE COLLECTOR PAVING	PROJECT: WHEATLAND VILLAGE COLLECTOR PAVING	086-66-3041	14,520.00
PROFESSIONAL ENGINEERING...	02/06/2024	PROJECT: WHEATLAND VILLAGE SANITARY SEWER	PROJECT: WHEATLAND VILLAGE SANITARY SEWER	086-66-3003	5,940.00
PROFESSIONAL ENGINEERING...	02/06/2024	PROJECT: WHEATLAND VILLAGE STRMWTR DRAIN	PROJECT: WHEATLAND VILLAGE STRMWTR DRAIN	086-66-3040	7,200.00
PROFESSIONAL ENGINEERING...	02/06/2024	PROJECT: WHEATLAND VILLAGE WATER MAIN	PROJECT: WHEATLAND VILLAGE WATER MAIN	086-66-3042	3,495.00
PROFESSIONAL ENGINEERING...	02/06/2024	PROJECT: WHEATLAND VILLAGE WATER DISTRIBUTION	PROJECT: WHEATLAND VILLAGE WATER DISTRIBUTION	086-66-3039	2,775.00

Vendor PROF2109 - PROFESSIONAL ENGINEERING CONSULTANTS Total: 50,765.02

Vendor: PROM1134 - PROMO DEPOT

PROMO DEPOT	02/20/2024	2024 PARTY IN THE 060 BANNERS	2024 PARTY IN THE 060 BANNERS, 5'W X 3'H	030-50-2092	180.00
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Vendor PROM1134 - PROMO DEPOT Total: 180.00

Vendor: S&SE2429 - S & S EQUIPMENT COMPANY INC

S & S EQUIPMENT COMPANY ...	02/06/2024	AIR COMPRESSOR MAINT.	SERVICE CALL - MILEAGE MINIMUM	010-30-2006	10.00
S & S EQUIPMENT COMPANY ...	02/06/2024	AIR COMPRESSOR MAINT.	AIR COMPRESSOR MAINT. 01/15/2024	010-30-2006	157.50
S & S EQUIPMENT COMPANY ...	02/06/2024	AIR COMPRESSOR MAINT.	OIL FILTER ELEMENT 2EA.	010-30-2006	66.58
S & S EQUIPMENT COMPANY ...	02/06/2024	AIR COMPRESSOR MAINT.	LUBRICANT, 30 WT	010-30-2006	75.01
S & S EQUIPMENT COMPANY ...	02/06/2024	AIR COMPRESSOR MAINT.	AIR ELEMENT 4EA.	010-30-2006	163.80

Vendor S&SE2429 - S & S EQUIPMENT COMPANY INC Total: 472.89

Vendor: SAMA0180 - SAM ARNOLD

SAM ARNOLD	02/06/2024	CELL PHONE REIMBURSEMENT	CELL PHONE REIMBURSEMENT	001-21-2002	35.00
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Vendor SAMA0180 - SAM ARNOLD Total: 35.00

Vendor: SAMS2448 - SAM'S CLUB/SYNCHRONY BANK

SAM'S CLUB/SYNCHRONY BA...	02/20/2024	MONTHLY SUPPLIES - JAN 2024	INTEREST CHARGE	001-01-2004	1.38
SAM'S CLUB/SYNCHRONY BA...	02/20/2024	MONTHLY SUPPLIES - JAN 2024	MONTHLY SUPPLIES - JAN 2024	001-02-2004	14.48
SAM'S CLUB/SYNCHRONY BA...	02/20/2024	MONTHLY SUPPLIES - JAN 2024	INTEREST CHARGE	001-02-2004	20.40
SAM'S CLUB/SYNCHRONY BA...	02/20/2024	MONTHLY SUPPLIES - JAN 2024	MONTHLY SUPPLIES - JAN 2024	001-03-2009	8.44
SAM'S CLUB/SYNCHRONY BA...	02/20/2024	MONTHLY SUPPLIES - JAN 2024	INTEREST CHARGE	001-03-2012	0.44
SAM'S CLUB/SYNCHRONY BA...	02/20/2024	MONTHLY SUPPLIES - JAN 2024	MONTHLY SUPPLIES - JAN 2024	001-09-2009	35.92
SAM'S CLUB/SYNCHRONY BA...	02/20/2024	MONTHLY SUPPLIES - JAN 2024	INTEREST CHARGE	001-09-2009	0.51
SAM'S CLUB/SYNCHRONY BA...	02/20/2024	MONTHLY SUPPLIES - JAN 2024	INTEREST CHARGE	001-10-2054	13.30
SAM'S CLUB/SYNCHRONY BA...	02/20/2024	MONTHLY SUPPLIES - JAN 2024	INTEREST CHARGE	001-10-2077	20.40
SAM'S CLUB/SYNCHRONY BA...	02/20/2024	MONTHLY SUPPLIES - JAN 2024	INTEREST CHARGE	001-10-2086	46.44
SAM'S CLUB/SYNCHRONY BA...	02/20/2024	MONTHLY SUPPLIES - JAN 2024	INTEREST CHARGE	001-12-2012	1.99
SAM'S CLUB/SYNCHRONY BA...	02/20/2024	MONTHLY SUPPLIES - JAN 2024	MONTHLY SUPPLIES - JAN 2024	001-12-2012	203.06
SAM'S CLUB/SYNCHRONY BA...	02/20/2024	MONTHLY SUPPLIES - JAN 2024	MONTHLY SUPPLIES - JAN 2024	010-30-2009	8.45
SAM'S CLUB/SYNCHRONY BA...	02/20/2024	MONTHLY SUPPLIES - JAN 2024	INTEREST CHARGE	010-30-2012	2.46
SAM'S CLUB/SYNCHRONY BA...	02/20/2024	MONTHLY SUPPLIES - JAN 2024	MONTHLY SUPPLIES - JAN 2024	011-31-2009	8.45
SAM'S CLUB/SYNCHRONY BA...	02/20/2024	MONTHLY SUPPLIES - JAN 2024	INTEREST CHARGE	011-31-2012	2.46
SAM'S CLUB/SYNCHRONY BA...	02/20/2024	MONTHLY SUPPLIES - JAN 2024	MONTHLY SUPPLIES - JAN 2024	021-41-2009	8.44
SAM'S CLUB/SYNCHRONY BA...	02/20/2024	MONTHLY SUPPLIES - JAN 2024	INTEREST CHARGE	021-41-2012	2.46
SAM'S CLUB/SYNCHRONY BA...	02/20/2024	MONTHLY SUPPLIES - JAN 2024	MONTHLY SUPPLIES - JAN 2024	024-44-2031	17.88
SAM'S CLUB/SYNCHRONY BA...	02/20/2024	MONTHLY SUPPLIES - JAN 2024	INTEREST CHARGE	030-50-2092	1.31
SAM'S CLUB/SYNCHRONY BA...	02/20/2024	MONTHLY SUPPLIES - JAN 2024	MONTHLY SUPPLIES - JAN 2024	030-50-2094	2,528.88

Vendor SAMS2448 - SAM'S CLUB/SYNCHRONY BANK Total: 2,947.55

Vendor: SAND2451 - SANDIFER ENGINEERING & CONTROL

SANDIFER ENGINEERING & C...	02/06/2024	SERVICE CALL 01/10/2024 - LIBRARY BOILER	SERVICE CALL 01/10/2024 - LIBRARY BOILER	001-09-2048	170.00
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Vendor SAND2451 - SANDIFER ENGINEERING & CONTROL Total: 170.00

AP Summary of Expenditures

Payment Dates: 2/1/2024 - 2/29/2024

Vendor Name	Payment Date	Description (Payable)	Description (Item)	Account Number	Amount
Vendor: SEAN2376 - SEAN RINEHART					
SEAN RINEHART	02/06/2024	CELL PHONE REIMBURSEMENT	CELL PHONE REIMBURSEMENT	010-30-2002	11.67
SEAN RINEHART	02/06/2024	CELL PHONE REIMBURSEMENT	CELL PHONE REIMBURSEMENT	011-31-2002	11.67
SEAN RINEHART	02/06/2024	CELL PHONE REIMBURSEMENT	CELL PHONE REIMBURSEMENT	021-41-2002	11.66
Vendor SEAN2376 - SEAN RINEHART Total:					35.00
Vendor: SECU2493 - SECURITY 1ST TITLE LLC					
SECURITY 1ST TITLE LLC	02/06/2024	OWNERSHIP LIST: 129 RED TAIL LN.	OWNERSHIP LIST: 129 RED TAIL LN.	085-66-3001	175.00
Vendor SECU2493 - SECURITY 1ST TITLE LLC Total:					175.00
Vendor: SEDG2499 - SEDGWICK COUNTY - DEPT. OF FINANCE					
SEDGWICK COUNTY - DEPT. OF...	02/06/2024	2023 LSSE GRANT - RADIO ENCRYPTION PROJECT	2023 LSSE GRANT - RADIO ENCRYPTION PROJECT	024-44-2012	4,472.89
Vendor SEDG2499 - SEDGWICK COUNTY - DEPT. OF FINANCE Total:					4,472.89
Vendor: SEDG2496 - SEDGWICK COUNTY ANIMAL CONTROL					
SEDGWICK COUNTY ANIMAL ...	02/06/2024	DEC 2023 - ANIMAL CONTROL PICK-UP'S	DEC 2023 - ANIMAL CONTROL PICK-UP'S	001-02-2013	87.00
Vendor SEDG2496 - SEDGWICK COUNTY ANIMAL CONTROL Total:					87.00
Vendor: SEDG2506 - SEDGWICK COUNTY ELECTRIC COOP					
SEDGWICK COUNTY ELECTRIC ...	02/20/2024	JAN 2024 - ACCT. 225000	MONTHLY ELECTRIC SVCS. - WEST WELL	011-31-2003	393.06
SEDGWICK COUNTY ELECTRIC ...	02/20/2024	JAN 2024 - ACCT. 230500	MONTHLY ELECTRIC SVCS. - EAST WELL	011-31-2003	1,259.70
Vendor SEDG2506 - SEDGWICK COUNTY ELECTRIC COOP Total:					1,652.76
Vendor: SEDG1211 - SEDGWICK COUNTY REGISTER OF DEEDS					
SEDGWICK COUNTY REGISTER...	02/14/2024	FILING FEES	FILING FEES - ORDINANCE 1115	001-04-2066	4.00
SEDGWICK COUNTY REGISTER...	02/14/2024	FILING FEES	FILING FEES - RESTRICTIVE COVENANT FOR DRAINAGE	001-04-2066	59.00
SEDGWICK COUNTY REGISTER...	02/14/2024	FILING FEES	FILING FEES - ORDINANCE 1116	001-04-2066	4.00
Vendor SEDG1211 - SEDGWICK COUNTY REGISTER OF DEEDS Total:					67.00
Vendor: SEDG2500 - SEDGWICK COUNTY					
SEDGWICK COUNTY	02/06/2024	JAN 2024 PRISONER HOUSING - 579 HRS.	JAN 2024 PRISONER HOUSING - 579 HRS.	001-06-3066	1,395.39
Vendor SEDG2500 - SEDGWICK COUNTY Total:					1,395.39
Vendor: SELE1491 - SELECT MECHANICAL, LLC					
SELECT MECHANICAL, LLC	02/06/2024	PLUMBING SERVICES 01/18/2024 - RIGG'S PARK	MATERIALS: PIPE & FITTINGS	001-03-2006	74.89
SELECT MECHANICAL, LLC	02/06/2024	PLUMBING SERVICES 01/18/2024 - RIGG'S PARK	PLUMBING SERVICES	001-03-2006	940.00
Vendor SELE1491 - SELECT MECHANICAL, LLC Total:					1,014.89
Vendor: STAN2643 - STANDARD INSURANCE COMPANY					
STANDARD INSURANCE COM...	02/09/2024	PAYROLL DEDUCTION OPTIONAL GROUP LIFE INSURANCE	PAYROLL DEDUCTION OPTIONAL GROUP LIFE INSURANCE	001-00-2066	716.75
Vendor STAN2643 - STANDARD INSURANCE COMPANY Total:					716.75
Vendor: STEE1711 - STEEL SCARECROW					
STEEL SCARECROW	02/07/2024	2024 FALL FEST CONCERT - MUSICAL ENTERTAINMENT	2024 FALL FEST CONCERT - 50% DEPOSIT	058-50-3073	600.00
Vendor STEE1711 - STEEL SCARECROW Total:					600.00
Vendor: SUPE2702 - SUPERIOR RUBBER STAMP & SEAL					
SUPERIOR RUBBER STAMP & ...	02/20/2024	1 1/2" X 9" NAMEPLATE	1 1/2" X 9" NAMEPLATE 1EA. - B. TRUBE (PLANNING)	001-04-2004	9.00
SUPERIOR RUBBER STAMP & ...	02/20/2024	1 1/2" X 9" NAMEPLATE	1 1/2" X 9" NAMEPLATE 1EA. - J. WALLIS (PLANNING)	001-04-2004	9.00
SUPERIOR RUBBER STAMP & ...	02/20/2024	1 1/2" X 9" NAMEPLATE	POSTAGE FEE	001-04-2004	5.00
Vendor SUPE2702 - SUPERIOR RUBBER STAMP & SEAL Total:					23.00
Vendor: TAMA1404 - TAMARA JACOBS					
TAMARA JACOBS	02/06/2024	CELL PHONE REIMBURSEMENT	CELL PHONE REIMBURSEMENT	001-21-2002	35.00
Vendor TAMA1404 - TAMARA JACOBS Total:					35.00

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Vendor Name	Payment Date	Description (Payable)	Description (Item)	Account Number	Amount
Vendor: TERI1011 - TERI SANDERS					
TERI SANDERS	02/06/2024	CELL PHONE REIMBURSEMENT	CELL PHONE REIMBURSEMENT	001-01-2002	35.00
Vendor TERI1011 - TERI SANDERS Total:					35.00
Vendor: FLIP1603 - THOMAS THEOBALD					
THOMAS THEOBALD	02/20/2024	2024 FALL FESTIVAL - ENTERTAINMENT PERFORMANCE	2024 FALL FESTIVAL - ENTERTAINMENT 10/19 - DEPOSIT	058-50-3073	1,000.00
Vendor FLIP1603 - THOMAS THEOBALD Total:					1,000.00
Vendor: TIME2785 - TIMES-SENTINEL NEWSPAPERS					
TIMES-SENTINEL NEWSPAPERS	02/06/2024	LEGAL PUBLICATION	NUISANCE NOTICE: 316 W. 6TH ST. 01/25/2024	001-28-2012	58.50
TIMES-SENTINEL NEWSPAPERS	02/06/2024	LEGAL PUBLICATION	LAND BANK INVENTORY 01/25/2024	036-56-3005	36.75
TIMES-SENTINEL NEWSPAPERS	02/20/2024	LEGAL PUBLICATION	NUISANCE NOTICE: 314 W. GROVER AVE. 02/01/2024	001-28-2012	58.50
TIMES-SENTINEL NEWSPAPERS	02/20/2024	LEGAL PUBLICATION	NUISANCE NOTICE: 6525 S. A ST. 02/01/2024	001-28-2012	58.50
TIMES-SENTINEL NEWSPAPERS	02/20/2024	HONOR ROLL OF BUSINESS AD 2024	HONOR ROLL OF BUSINESS AD 2024 - 01/25/2024	001-18-2004	65.00
TIMES-SENTINEL NEWSPAPERS	02/20/2024	LEGAL PUBLICATION	PUBLIC HEARING NOTICE 02/08/2024 - ZONING REGUL.	001-04-2014	115.50
Vendor TIME2785 - TIMES-SENTINEL NEWSPAPERS Total:					392.75
Vendor: TIRE2787 - TIRE DEALERS WAREHOUSE					
TIRE DEALERS WAREHOUSE	02/20/2024	TIRES & SERVICE	P245/75R16/10 COOPER TIRES 2EA. - TRK #91	001-03-2006	378.24
Vendor TIRE2787 - TIRE DEALERS WAREHOUSE Total:					378.24
Vendor: TRAC2804 - TRACY ELECTRIC INC					
TRACY ELECTRIC INC	02/06/2024	S/C 01/06/2024 SOUTH BROOKE LIFT STATION	S/C 01/06/2024 SOUTH BROOKE LIFT STATION	010-30-2006	1,508.75
TRACY ELECTRIC INC	02/06/2024	S/C 01/06/2024 SOUTH BROOKE LIFT STATION	1' CONDULET (LB) 1EA.	010-30-2006	13.63
TRACY ELECTRIC INC	02/06/2024	S/C 01/06/2024 SOUTH BROOKE LIFT STATION	1' X CLOSE NIPPLE 1EA.	010-30-2006	1.62
TRACY ELECTRIC INC	02/06/2024	S/C 01/06/2024 SOUTH BROOKE LIFT STATION	MISC. CONSUMABLES CHARGE	010-30-2006	15.00
TRACY ELECTRIC INC	02/06/2024	S/C 01/06/2024 SOUTH BROOKE LIFT STATION	1' RIGID COUPLING 1EA.	010-30-2006	1.80
TRACY ELECTRIC INC	02/20/2024	S/C 01/26/2024 SET UP REMOTE ACCESS	S/C 01/26/2024 SET UP REMOTE ACCESS	011-31-2006	85.00
TRACY ELECTRIC INC	02/20/2024	PARTS: SUBMERSIBLE PRESSURE TRANSDUCER	SUBMERSIBLE PRESSURE TRANSDUCER, 30M CABLE 1EA.	011-31-2006	1,264.35
Vendor TRAC2804 - TRACY ELECTRIC INC Total:					2,890.15
Vendor: TRAI2810 - TRAINING FORCE USA					
TRAINING FORCE USA	02/20/2024	TRAINING REGISTRATION: ONLINE CLASS 03/21/2024	LESS DISCOUNT - 2EA. FREE SEATS	001-02-2015	-398.00
TRAINING FORCE USA	02/20/2024	TRAINING REGISTRATION: ONLINE CLASS 03/21/2024	LEADERSHIP/COACHING SKILLS FOR SUPERVISORS	001-02-2015	1,616.00
Vendor TRAI2810 - TRAINING FORCE USA Total:					1,218.00
Vendor: TRAV2813 - TRAVELERS COMMERCIAL LINES					
TRAVELERS COMMERCIAL LIN...	02/20/2024	NOTARY BOND - J. HYLE	NOTARY BOND - J. HYLE	001-02-2004	50.00
Vendor TRAV2813 - TRAVELERS COMMERCIAL LINES Total:					50.00
Vendor: TYLE2836 - TYLER TECHNOLOGIES, INC.					
TYLER TECHNOLOGIES, INC.	02/06/2024	SOFTWARE FEES - UTILITY BILLING - GO LIVE CHKLIST	SOFTWARE FEES - UTILITY BILLING - GO LIVE CHKLIST	001-10-2040	130.00
Vendor TYLE2836 - TYLER TECHNOLOGIES, INC. Total:					130.00
Vendor: UNDE2855 - UNDERGROUND VAULTS & STORAGE					
UNDERGROUND VAULTS & ST...	02/20/2024	MICROSOFT 365 BUSINESS BASIC	MICROSOFT 365 BUSINESS STANDARD	001-21-2040	150.00
UNDERGROUND VAULTS & ST...	02/20/2024	MICROSOFT 365 BUSINESS BASIC	MICROSOFT 365 BUSINESS BASIC	001-21-2040	504.00

AP Summary of Expenditures

Payment Dates: 2/1/2024 - 2/29/2024

Vendor Name	Payment Date	Description (Payable)	Description (Item)	Account Number	Amount
UNDERGROUND VAULTS & ST...	02/20/2024	MICROSOFT 365 BUSINESS BASIC	MICROSOFT POWER AUTOMATE	001-21-2040	15.00
Vendor UNDE2855 - UNDERGROUND VAULTS & STORAGE Total:					669.00

Vendor: UNIO2857 - UNION PACIFIC RAILROAD COMPANY

UNION PACIFIC RAILROAD C...	02/20/2024	PROJECT: GATE CROSSING AT RAILROAD ON 63RD ST.	PROJECT: GATE CROSSING AT RAILROAD ON 63RD ST.	036-56-2087	822.50
Vendor UNIO2857 - UNION PACIFIC RAILROAD COMPANY Total:					822.50

Vendor: UNIT2868 - UNITED WAY OF THE PLAINS

UNITED WAY OF THE PLAINS	02/08/2024	PAYROLL DEDUCTION UNITED WAY	PAYROLL DEDUCTION UNITED WAY	001-00-2056	7.50
UNITED WAY OF THE PLAINS	02/08/2024	PAYROLL DEDUCTION UNITED WAY	PAYROLL DEDUCTION UNITED WAY	001-00-2056	39.88
UNITED WAY OF THE PLAINS	02/08/2024	PAYROLL DEDUCTION UNITED WAY	PAYROLL DEDUCTION UNITED WAY	001-00-2056	57.50
UNITED WAY OF THE PLAINS	02/22/2024	PAYROLL DEDUCTION UNITED WAY	PAYROLL DEDUCTION UNITED WAY	001-00-2056	7.50
UNITED WAY OF THE PLAINS	02/22/2024	PAYROLL DEDUCTION UNITED WAY	PAYROLL DEDUCTION UNITED WAY	001-00-2056	57.50
Vendor UNIT2868 - UNITED WAY OF THE PLAINS Total:					169.88

Vendor: UNIV2870 - UNIVERSITY OF KANSAS

UNIVERSITY OF KANSAS	02/20/2024	OFFICER TRAINING REGISTRATION	COURSE: SEARCH / SEIZURE 03/13/2024 - M. YOUNG	001-02-2015	50.00
UNIVERSITY OF KANSAS	02/20/2024	OFFICER TRAINING REGISTRATION	FIREARMS INSTRUCTOR SCHOOL 07/08/2024 - T. RONIGER	001-02-2015	200.00
UNIVERSITY OF KANSAS	02/20/2024	OFFICER TRAINING REGISTRATION	FIREARMS INSTRUCTOR SCHOOL 07/07/2024 - T. RONIGER	001-02-2015	225.00
Vendor UNIV2870 - UNIVERSITY OF KANSAS Total:					475.00

Vendor: USAB2887 - USA BLUE BOOK

USA BLUE BOOK	02/06/2024	WATER DEPT. SUPPLIES	MULTIQUIP SUBMERSIBLE PUMP, 1HP (TRK #4)	011-31-2009	768.11
Vendor USAB2887 - USA BLUE BOOK Total:					768.11

Vendor: VERI2920 - VERIZON WIRELESS

VERIZON WIRELESS	02/06/2024	WIRELESS SVCS. - POLICE DEPT. - JAN 2023 CREDIT	WIRELESS SVCS. - POLICE DEPT.	001-02-2040	-86.78
VERIZON WIRELESS	02/06/2024	WIRELESS SVCS. - POLICE DEPT. - JAN 2024	WIRELESS SVCS. - POLICE DEPT.	001-02-2040	608.37
VERIZON WIRELESS	02/20/2024	WIRELESS SVCS. - CITY - JAN 2024	316-680-3572 PARK SPRVSR. IPHONE	001-03-2002	41.74
VERIZON WIRELESS	02/20/2024	WIRELESS SVCS. - CITY - JAN 2024	316-680-8441 PARK WORKER IPAD	001-03-2002	40.01
VERIZON WIRELESS	02/20/2024	WIRELESS SVCS. - CITY - JAN 2024	316-285-8133 PLANNING/ZONING JETPACK	001-04-2004	40.01
VERIZON WIRELESS	02/20/2024	WIRELESS SVCS. - CITY - JAN 2024	316-612-3416 TRANSIT SYSTEM IPAD	001-13-2004	40.01
VERIZON WIRELESS	02/20/2024	WIRELESS SVCS. - CITY - JAN 2024	316-612-7023 TRANSIT SYSTEM PHONE	001-13-2004	41.71
VERIZON WIRELESS	02/20/2024	WIRELESS SVCS. - CITY - JAN 2024	316-680-8909 CITY INSPECTOR IPHONE	001-20-2002	41.74
VERIZON WIRELESS	02/20/2024	WIRELESS SVCS. - CITY - JAN 2024	316-358-8376 INSPECTION IPAD	001-20-2002	40.01
VERIZON WIRELESS	02/20/2024	WIRELESS SVCS. - CITY - JAN 2024	316-249-4879 CODE ENFORCEMENT IPAD	001-20-2002	40.01
VERIZON WIRELESS	02/20/2024	WIRELESS SVCS. - CITY - JAN 2024	316-680-7976 SEWER OPERATOR IPAD	010-30-2002	40.01
VERIZON WIRELESS	02/20/2024	WIRELESS SVCS. - CITY - JAN 2024	316-208-6054 ON CALL BACKUP PHONE	010-30-2002	25.88
VERIZON WIRELESS	02/20/2024	WIRELESS SVCS. - CITY - JAN 2024	312-243-6380 SEWER IPAD	010-30-2002	40.01
VERIZON WIRELESS	02/20/2024	WIRELESS SVCS. - CITY - JAN 2024	316-932-2708 SEWER OPERATOR IPAD	010-30-2002	40.01

AP Summary of Expenditures

Payment Dates: 2/1/2024 - 2/29/2024

Vendor Name	Payment Date	Description (Payable)	Description (Item)	Account Number	Amount
VERIZON WIRELESS	02/20/2024	WIRELESS SVCS. - CITY - JAN 2024	316-213-0665 M8800 JETPACK (SHARED)	010-30-2002	13.33
VERIZON WIRELESS	02/20/2024	WIRELESS SVCS. - CITY - JAN 2024	316-680-0343 SEWER OPERATOR IPAD	010-30-2002	40.01
VERIZON WIRELESS	02/20/2024	WIRELESS SVCS. - CITY - JAN 2024	316-680-0116 ELECTRICIAN IPAD	010-30-2002	13.33
VERIZON WIRELESS	02/20/2024	WIRELESS SVCS. - CITY - JAN 2024	316-617-7696 PW DIRECTOR IPAD	010-30-2002	13.33
VERIZON WIRELESS	02/20/2024	WIRELESS SVCS. - CITY - JAN 2024	316-867-8569 PW DIRECTOR IPHONE	010-30-2002	13.33
VERIZON WIRELESS	02/20/2024	WIRELESS SVCS. - CITY - JAN 2024	316-369-0403 GIS ADMIN. IPAD	010-30-2002	13.33
VERIZON WIRELESS	02/20/2024	WIRELESS SVCS. - CITY - JAN 2024	316-680-5246 WASTEWATER SPRVSR. IPHONE	010-30-2002	41.74
VERIZON WIRELESS	02/20/2024	WIRELESS SVCS. - CITY - JAN 2024	316-680-6809 PW DIRECTOR IPHONE	010-30-2002	13.92
VERIZON WIRELESS	02/20/2024	WIRELESS SVCS. - CITY - JAN 2024	316-204-1185 SEWER ON CALL PHONE	010-30-2002	51.74
VERIZON WIRELESS	02/20/2024	WIRELESS SVCS. - CITY - JAN 2024	316-680-5785 SEWER OPERATOR IPAD	010-30-2002	40.01
VERIZON WIRELESS	02/20/2024	WIRELESS SVCS. - CITY - JAN 2024	316-213-0665 M8800 JETPACK (SHARED)	011-31-2002	13.34
VERIZON WIRELESS	02/20/2024	WIRELESS SVCS. - CITY - JAN 2024	316-867-8569 PW DIRECTOR IPHONE	011-31-2002	13.34
VERIZON WIRELESS	02/20/2024	WIRELESS SVCS. - CITY - JAN 2024	316-369-0403 GIS ADMIN. IPAD	011-31-2002	13.34
VERIZON WIRELESS	02/20/2024	WIRELESS SVCS. - CITY - JAN 2024	316-680-0116 ELECTRICIAN IPAD	011-31-2002	13.34
VERIZON WIRELESS	02/20/2024	WIRELESS SVCS. - CITY - JAN 2024	316-680-8135 WATER OPERATOR IPAD	011-31-2002	40.01
VERIZON WIRELESS	02/20/2024	WIRELESS SVCS. - CITY - JAN 2024	316-617-7696 PW DIRECTOR IPAD	011-31-2002	13.34
VERIZON WIRELESS	02/20/2024	WIRELESS SVCS. - CITY - JAN 2024	316-210-3238 REPLACEMENT PHONE EQUIP. CHARGE	011-31-2002	54.24
VERIZON WIRELESS	02/20/2024	WIRELESS SVCS. - CITY - JAN 2024	316-210-3238 WATER ON CALL PHONE	011-31-2002	51.74
VERIZON WIRELESS	02/20/2024	WIRELESS SVCS. - CITY - JAN 2024	316-680-6896 WATER SPRVSR. IPHONE	011-31-2002	41.74
VERIZON WIRELESS	02/20/2024	WIRELESS SVCS. - CITY - JAN 2024	316-680-6809 PW DIRECTOR IPHONE	011-31-2002	13.92
VERIZON WIRELESS	02/20/2024	WIRELESS SVCS. - CITY - JAN 2024	316-208-6054 ON CALL BACKUP PHONE	011-31-2002	25.86
VERIZON WIRELESS	02/20/2024	WIRELESS SVCS. - CITY - JAN 2024	316-680-9005 WATER OPERATOR IPAD	011-31-2002	40.01
VERIZON WIRELESS	02/20/2024	WIRELESS SVCS. - CITY - JAN 2024	316-391-9668 WATER TOWER MODEM	011-31-2002	40.01
VERIZON WIRELESS	02/20/2024	WIRELESS SVCS. - CITY - JAN 2024	316-358-8146 WATER IPAD	011-31-2002	40.01
VERIZON WIRELESS	02/20/2024	WIRELESS SVCS. - CITY - JAN 2024	316-680-8406 WATER OPERATOR IPAD	011-31-2002	40.01
VERIZON WIRELESS	02/20/2024	WIRELESS SVCS. - CITY - JAN 2024	316-680-4249 STREET SPRVSR. IPHONE	021-41-2002	41.74
VERIZON WIRELESS	02/20/2024	WIRELESS SVCS. - CITY - JAN 2024	316-680-0116 ELECTRICIAN IPAD	021-41-2002	13.34
VERIZON WIRELESS	02/20/2024	WIRELESS SVCS. - CITY - JAN 2024	316-617-7696 PW DIRECTOR IPAD	021-41-2002	13.34
VERIZON WIRELESS	02/20/2024	WIRELESS SVCS. - CITY - JAN 2024	316-680-6809 PW DIRECTOR IPHONE	021-41-2002	13.90
VERIZON WIRELESS	02/20/2024	WIRELESS SVCS. - CITY - JAN 2024	316-867-8569 PW DIRECTOR IPHONE	021-41-2002	13.34
VERIZON WIRELESS	02/20/2024	WIRELESS SVCS. - CITY - JAN 2024	316-369-0403 GIS ADMIN. IPAD	021-41-2002	13.34
VERIZON WIRELESS	02/20/2024	WIRELESS SVCS. - CITY - JAN 2024	316-213-0665 M8800 JETPACK (SHARED)	021-41-2002	13.34

AP Summary of Expenditures

Payment Dates: 2/1/2024 - 2/29/2024

Vendor Name	Payment Date	Description (Payable)	Description (Item)	Account Number	Amount
VERIZON WIRELESS	02/20/2024	WIRELESS SVCS. - CITY - JAN 2024	316-655-9871 LATCHKEY - REX ELEM.	030-50-2094	41.74
VERIZON WIRELESS	02/20/2024	WIRELESS SVCS. - CITY - JAN 2024	316-655-9869 LATCHKEY - RUTH CLARK ELEM.	030-50-2094	41.74
VERIZON WIRELESS	02/20/2024	WIRELESS SVCS. - CITY - JAN 2024	316-655-9868 LATCHKEY - NELSON ELEM.	030-50-2094	41.74
VERIZON WIRELESS	02/20/2024	WIRELESS SVCS. - CITY - JAN 2024	316-558-1045 LATCHKEY - PRAIRIE ELEM.	030-50-2094	41.74
VERIZON WIRELESS	02/20/2024	WIRELESS SVCS. - CITY - JAN 2024	316-655-9867 LATCHKEY - FREEMAN ELEM.	030-50-2094	41.74
VERIZON WIRELESS	02/20/2024	WIRELESS SVCS. - CITY - JAN 2024	316-655-9870 LATCHKEY - OATVILLE ELEM.	030-50-2094	41.74

Vendor VERI2920 - VERIZON WIRELESS Total: 2,073.84

Vendor: VERM2921 - VERMEER GREAT PLAINS, INC.

VERMEER GREAT PLAINS, INC.	02/06/2024	VACTRON SERVICE REPAIRS 01/30/2024	ELC NITRATE FREE ANTIFREEZE 1EA.	011-31-2006	24.15
VERMEER GREAT PLAINS, INC.	02/06/2024	VACTRON SERVICE REPAIRS 01/30/2024	ENVIRONMENTAL FEE	011-31-2006	7.25
VERMEER GREAT PLAINS, INC.	02/06/2024	VACTRON SERVICE REPAIRS 01/30/2024	VACTRON SERVICE REPAIRS 01/30/2024 - LABOR	011-31-2006	362.50
VERMEER GREAT PLAINS, INC.	02/06/2024	VACTRON SERVICE REPAIRS 01/30/2024	UNLOADER VALVE 1EA.	011-31-2006	381.86
VERMEER GREAT PLAINS, INC.	02/06/2024	VACTRON SERVICE REPAIRS 01/30/2024	MISC. SHOP SUPPLIES	011-31-2006	10.87
VERMEER GREAT PLAINS, INC.	02/06/2024	VACTRON SERVICE REPAIRS 01/30/2024	VALVE, POP-OFF 1EA.	011-31-2006	54.61

Vendor VERM2921 - VERMEER GREAT PLAINS, INC. Total: 841.24

Vendor: VICT1718 - VICTORY PYROTECHNICS & SPECIAL EFFECTS

VICTORY PYROTECHNICS & SP...	02/20/2024	FIREWORKS DISPLAY - FALL FESTIVAL	FIREWORKS DISPLAY - FALL FESTIVAL 10/19 - DEPOSIT	058-50-3073	3,262.16
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Vendor VICT1718 - VICTORY PYROTECHNICS & SPECIAL EFFECTS Total: 3,262.16

Vendor: WAST2962 - WASTE CONNECTIONS OF KANSAS, INC.

WASTE CONNECTIONS OF KA...	02/06/2024	MONTHLY TRASH SERVICE	MONTHLY TRASH SVC. - 706 SARAH LN.	001-03-2012	260.57
WASTE CONNECTIONS OF KA...	02/06/2024	MONTHLY TRASH SERVICE	MONTHLY TRASH SVC. - 706 SARAH LN.	001-03-2012	78.17
WASTE CONNECTIONS OF KA...	02/06/2024	MONTHLY TRASH SERVICE	MONTHLY TRASH SVC. - 130 E. 2ND ST.	001-09-2040	174.91
WASTE CONNECTIONS OF KA...	02/06/2024	MONTHLY TRASH SERVICE	MONTHLY TRASH SVC. - 200 W. GRAND	001-09-2040	101.32
WASTE CONNECTIONS OF KA...	02/06/2024	MONTHLY TRASH SERVICE	MONTHLY TRASH SVC. - 105 S. MAIN	001-09-2079	14.77
WASTE CONNECTIONS OF KA...	02/06/2024	MONTHLY TRASH SERVICE	MONTHLY TRASH SVC. - 160 E. KARLA	001-12-2003	279.19
WASTE CONNECTIONS OF KA...	02/06/2024	MONTHLY TRASH SERVICE	MONTHLY TRASH SVC. - 428 S. JANE (ROLL OFF)	010-30-2040	6,101.67
WASTE CONNECTIONS OF KA...	02/06/2024	MONTHLY TRASH SERVICE	MONTHLY TRASH SVC. - 401 S. JANE	010-30-2040	49.66
WASTE CONNECTIONS OF KA...	02/06/2024	MONTHLY TRASH SERVICE	MONTHLY TRASH SVC. - 428 S. JANE	010-30-2040	71.85
WASTE CONNECTIONS OF KA...	02/06/2024	MONTHLY TRASH SERVICE	MONTHLY TRASH SVC. - 200 W. GRAND	010-30-2040	101.31
WASTE CONNECTIONS OF KA...	02/06/2024	MONTHLY TRASH SERVICE	MONTHLY TRASH SVC. - 428 S. JANE	011-31-2040	71.84
WASTE CONNECTIONS OF KA...	02/06/2024	MONTHLY TRASH SERVICE	MONTHLY TRASH SVC. - 401 S. JANE	011-31-2040	49.66
WASTE CONNECTIONS OF KA...	02/06/2024	MONTHLY TRASH SERVICE	MONTHLY TRASH SVC. - 200 W. GRAND	011-31-2040	101.35
WASTE CONNECTIONS OF KA...	02/06/2024	MONTHLY TRASH SERVICE	MONTHLY TRASH SVC. - 401 S. JANE	021-41-2040	49.68
WASTE CONNECTIONS OF KA...	02/06/2024	MONTHLY TRASH SERVICE	MONTHLY TRASH SVC. - 428 S. JANE	021-41-2040	71.84

AP Summary of Expenditures

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Vendor Name	Payment Date	Description (Payable)	Description (Item)	Account Number	Amount
WASTE CONNECTIONS OF KA...	02/06/2024	MONTHLY TRASH SERVICE	MONTHLY TRASH SVC. - 523 SARAH LN.	030-50-2003	526.50
WASTE CONNECTIONS OF KA...	02/06/2024	MONTHLY TRASH SERVICE	MONTHLY TRASH SVC. - 665 W. 63RD ST.	030-50-2046	116.46
WASTE CONNECTIONS OF KA...	02/06/2024	MONTHLY TRASH SERVICE	MONTHLY TRASH SVC. - 665 W. 63RD ST.	030-50-2046	135.22
WASTE CONNECTIONS OF KA...	02/06/2024	MONTHLY TRASH SERVICE	MONTHLY TRASH SVC. - 401 S. JANE (SOCCER)	030-50-2092	40.32
Vendor WAST2962 - WASTE CONNECTIONS OF KANSAS, INC. Total:					8,396.29
Vendor: WICH1615 - WICHITA PEST CONTROLS, LLC.					
WICHITA PEST CONTROLS, LLC.	02/06/2024	PEST CONTROL SVCS. - PUBLIC WORKS	PEST CONTROL SVCS. - PUBLIC WORKS	001-03-2004	23.75
WICHITA PEST CONTROLS, LLC.	02/06/2024	PEST CONTROL SVCS. - PUBLIC WORKS	PEST CONTROL SVCS. - PUBLIC WORKS	010-30-2004	23.75
WICHITA PEST CONTROLS, LLC.	02/06/2024	PEST CONTROL SVCS. - PUBLIC WORKS	PEST CONTROL SVCS. - PUBLIC WORKS	011-31-2004	23.75
WICHITA PEST CONTROLS, LLC.	02/06/2024	PEST CONTROL SVCS. - PUBLIC WORKS	PEST CONTROL SVCS. - PUBLIC WORKS	021-41-2004	23.75
Vendor WICH1615 - WICHITA PEST CONTROLS, LLC. Total:					95.00
Vendor: WICH1535 - WICHITA REGIONAL CHAMBER OF COMMERCE					
WICHITA REGIONAL CHAMBER..	02/20/2024	2024 TRANSPORTATION COALITION DUES	2024 TRANSPORTATION COALITION DUES	092-66-3001	250.00
Vendor WICH1535 - WICHITA REGIONAL CHAMBER OF COMMERCE Total:					250.00
Vendor: WICH3038 - WICHITA SHREDDING, LLC.					
WICHITA SHREDDING, LLC.	02/06/2024	SHREDDING SERVICES	SHREDDING SERVICES 01/10/2024	001-01-2012	50.00
WICHITA SHREDDING, LLC.	02/20/2024	SHREDDING SERVICES	SHREDDING SERVICES 02/09/2024	001-01-2012	50.00
Vendor WICH3038 - WICHITA SHREDDING, LLC. Total:					100.00
Vendor: WICH3042 - WICHITA STATE UNIVERSITY					
WICHITA STATE UNIVERSITY	02/06/2024	HOUSING ASSESSMENT TOOL	HOUSING ASSESSMENT TOOL (FINAL BAL.)	092-66-3001	3,500.00
Vendor WICH3042 - WICHITA STATE UNIVERSITY Total:					3,500.00
Vendor: WICH3048 - WICHITA WINWATER WORKS					
WICHITA WINWATER WORKS	02/06/2024	WATER SUPPLIES	2" DROP IN GASKET 5EA.	011-31-2009	12.40
WICHITA WINWATER WORKS	02/20/2024	WATER SUPPLIES	6" X 1" CC DBL STRAP SADDLE	011-31-2009	151.74
WICHITA WINWATER WORKS	02/20/2024	WATER SUPPLIES	3/4" SS .66 CTS INSSERT STIFFER 76EA.	011-31-2009	212.80
Vendor WICH3048 - WICHITA WINWATER WORKS Total:					376.94
Vendor: WILL3061 - WILLIAMS JANITORIAL SUPPLY					
WILLIAMS JANITORIAL SUPPLY	02/20/2024	JANITORIAL SUPPLIES	LESS DISCOUNT	001-03-2009	-3.51
WILLIAMS JANITORIAL SUPPLY	02/20/2024	JANITORIAL SUPPLIES	URINAL SCREEN, 2/PK 5EA. - PARK DEPT.	001-03-2009	35.10
WILLIAMS JANITORIAL SUPPLY	02/20/2024	JANITORIAL SUPPLIES	MULTI-FOLD TOWELS 1 CS. - PARK DEPT.	001-03-2009	35.50
WILLIAMS JANITORIAL SUPPLY	02/20/2024	JANITORIAL SUPPLIES	NITRILE GLOVES, BLUE, 100/BX 10 BOXES - PARK DEPT.	001-03-2009	89.00
WILLIAMS JANITORIAL SUPPLY	02/20/2024	JANITORIAL SUPPLIES	TOILET PAPER, 2-PLY 2 CS. - HAC	030-50-2009	112.72
WILLIAMS JANITORIAL SUPPLY	02/20/2024	JANITORIAL SUPPLIES	PAPER TOWELS, ROLL, 6/PK. 1 CS. - HAC	030-50-2009	78.06
Vendor WILL3061 - WILLIAMS JANITORIAL SUPPLY Total:					346.87
Vendor: XERO1318 - XEROX FINANCIAL SERVICES					
XEROX FINANCIAL SERVICES	02/08/2024	EQUIPMENT LEASE PAYMENT	MODEL: C8145 POLICE DEPT. COPIER	001-02-2040	125.33
XEROX FINANCIAL SERVICES	02/08/2024	EQUIPMENT LEASE PAYMENT	MODEL: C8145 CITY HALL COPIER	001-10-2040	313.32
XEROX FINANCIAL SERVICES	02/08/2024	EQUIPMENT LEASE PAYMENT	MODEL: DELL 1130N CITY HALL ACCTG. CLERK PRINTER	001-10-2040	12.53
XEROX FINANCIAL SERVICES	02/08/2024	EQUIPMENT LEASE PAYMENT	MODEL: C405 CITY HALL CHECK PRINTER	001-10-2040	12.53

AP Summary of Expenditures

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Vendor Name	Payment Date	Description (Payable)	Description (Item)	Account Number	Amount
XEROX FINANCIAL SERVICES	02/08/2024	EQUIPMENT LEASE PAYMENT	MODEL: HPLJP2055 CITY HALL A/P CLERK PRINTER	001-10-2040	12.53
XEROX FINANCIAL SERVICES	02/08/2024	EQUIPMENT LEASE PAYMENT	MODEL: HPCLJ5550 CITY HALL LASER PRINTER	001-10-2040	12.53
XEROX FINANCIAL SERVICES	02/08/2024	EQUIPMENT LEASE PAYMENT	MODEL: HPLJP3015 CITY HALL CITY CLRK. PRINTER	001-10-2040	12.53
XEROX FINANCIAL SERVICES	02/08/2024	EQUIPMENT LEASE PAYMENT	MODEL: C8145 CITY HALL BSMNT. COPIER	001-10-2040	250.65
XEROX FINANCIAL SERVICES	02/08/2024	EQUIPMENT LEASE PAYMENT	MODEL: C1845 PUBLIC WORKS COPIER	001-20-2004	125.33
XEROX FINANCIAL SERVICES	02/08/2024	EQUIPMENT LEASE PAYMENT	MODEL: ENVELOPE TRAY PW PRINTER	001-20-2004	13.38
XEROX FINANCIAL SERVICES	02/08/2024	EQUIPMENT LEASE PAYMENT	MODEL: C8145 ACTIVITY CENTER COPIER	099-66-3003	375.98
Vendor XERO1318 - XEROX FINANCIAL SERVICES Total:					1,266.64
Grand Total:					863,263.40

Report Summary

Fund Summary

Fund	Payment Amount
001 - GENERAL FUND	339,389.89
010 - WASTEWATER FUND	53,173.84
011 - WATER FUND	27,700.91
012 - MUNICIPAL POOL	307.36
021 - STREET FUND	8,005.67
024 - LAW ENFORCEMENT	5,834.72
025 - LIBRARY	236,973.92
027 - SPECIAL LIABILITY	5,658.41
030 - RECREATION DEPARTMENT	17,641.91
036 - CAPITAL IMPROVEMENTS	95,183.71
037 - SUSTAINABILITY FUND	2,522.19
051 - SPECIAL PARK IMPROVEMENT RESERVE FD	81.38
058 - FALL FESTIVAL	5,162.16
085 - TN 2022 COPPER TAIL	175.00
086 - TN 2023 WHEATLAND ADDN	41,610.00
092 - TRANSIENT GUEST TAX	7,170.29
098 - SALES TAX - PARK	16,296.06
099 - SALES TAX - RECREATION	375.98
Grand Total:	863,263.40

Account Summary

Account Number	Account Name	Payment Amount
001-00-2000	GENERAL ACCOUNTS PA...	249.48
001-00-2010	GENERAL FEDERAL TAX ...	21,913.06
001-00-2014	GENERAL AFLAC-NON 1...	56.81
001-00-2020	GENERAL FICA/MEDI PA...	53,754.92
001-00-2030	GENERAL STATE TAX PA...	13,582.69
001-00-2040	GENERAL RETIREMENT ...	68,781.38
001-00-2050	GENERAL DENTAL INS P...	3,508.39
001-00-2051	GENERAL DFC PAYABLE	3,693.00
001-00-2052	GENERAL AFLAC PAYABLE	205.46
001-00-2053	GENERAL COLONIAL PA...	319.62
001-00-2056	GENERAL UNITED WAY ...	169.88
001-00-2057	GENERAL INCOME W/H ...	2,961.43
001-00-2058	GENERAL COLONIAL LIFE...	377.39
001-00-2060	GENERAL PP LEGAL PAY...	67.80
001-00-2061	GENERAL HSA PAYABLE	1,926.66
001-00-2062	GENERAL VSP PAYABLE	772.59
001-00-2066	GENERAL OPT GROUP LI...	716.75
001-00-2067	GENERAL DFC ROTH PA...	2,692.00
001-00-5056	GENERAL EMPLOYEE CO...	61,701.40
001-01-2002	CITY CLERK TELEPHONE	473.62
001-01-2004	CITY CLERK OFFICE EXPE...	219.05
001-01-2012	CITY CLERK MISCELLANE...	100.00
001-01-2015	CITY CLERK TRG/EDUC/T...	350.00
001-01-2064	CITY CLERK DUES & SUB...	250.00
001-02-2002	POLICE TELEPHONE	1,333.41
001-02-2004	POLICE OFFICE EXPENSE	84.88
001-02-2005	POLICE RECORDING SUP...	72.67
001-02-2010	POLICE GASOLINE & OIL	7,205.56
001-02-2012	POLICE MISCELLANEOUS	485.00
001-02-2013	POLICE ANIMAL CONTR...	497.34
001-02-2015	POLICE TRAINING/EDUC...	2,484.00
001-02-2016	POLICE UNIFORMS & EQ...	2,311.88
001-02-2035	POLICE VEHICLE MAINT...	1,463.87
001-02-2040	POLICE CONTRACTUAL	16,168.91
001-02-2047	POLICE SPECIAL INVESTI...	71.33

Account Summary

Account Number	Account Name	Payment Amount
001-02-2055	POLICE HEALTH & SAFETY	12.90
001-03-2002	PARK TELEPHONE	111.75
001-03-2003	PARK UTILITIES	1,750.38
001-03-2004	PARK OFFICE EXPENSE	112.97
001-03-2006	PARK EQUIPMENT MAIN...	2,467.04
001-03-2009	PARK MATERIALS	1,858.03
001-03-2012	PARK MISCELLANEOUS	1,069.50
001-03-2046	PARK P-C SPORTS COMP...	1,570.00
001-04-2002	PL COMM TELEPHONE	79.96
001-04-2004	PL COMM OFFICE EXPEN...	63.01
001-04-2012	PL COMM MISCELLANE...	5.00
001-04-2014	PL COMM LEGAL PRINTI...	115.50
001-04-2066	PL COMM FILING FEES	67.00
001-06-1100	MUN COURT PERSONNE...	4,775.53
001-06-2002	MUN COURT TELEPHONE	109.65
001-06-2004	MUN COURT OFFICE EXP...	270.00
001-06-2012	MUN COURT MISCELLA...	103.10
001-06-2037	MUN COURT CT APPOIN...	1,400.00
001-06-2073	MUN COURT JUDGES' T...	58.00
001-06-2074	MUN COURT LAW ENF T...	1,379.00
001-06-2075	MUN COURT DUI FEE	250.00
001-06-3066	MUN COURT JAIL FEES	1,395.39
001-08-2003	STREET LIGHT UTILITIES	8,426.79
001-09-2003	BLDG & GROUNDS UTILI...	4,719.46
001-09-2006	BLDG & GROUNDS EQUI...	348.53
001-09-2009	BLDG & GROUNDS MAT...	63.37
001-09-2025	BLDG & GROUNDS BUILD...	1,196.83
001-09-2040	BLDG & GROUNDS CON...	1,914.23
001-09-2048	BLDG & GROUNDS LIBR...	170.00
001-09-2079	BLDG & GROUNDS HIST...	14.77
001-10-1100	SP FUNDS PERSONNEL S...	4,300.00
001-10-2020	SP FUNDS INSURANCE	5,989.17
001-10-2040	SP FUNDS CONTRACTUAL	3,973.30
001-10-2054	SP FUNDS SPECIAL EVEN...	9,713.30
001-10-2077	SP FUNDS SHARED OFFI...	336.04
001-10-2086	SP FUNDS REWARDS	46.44
001-12-1100	SR CENTER PERSONNEL ...	100.00
001-12-2003	SR CENTER UTILITIES	2,012.60
001-12-2004	SR CENTER OFFICE EXPE...	207.76
001-12-2006	SR CENTER EQUIPMENT...	125.95
001-12-2009	SR CENTER MATERIALS	160.52
001-12-2012	SR CENTER MISCELLANE...	1,264.13
001-12-2020	SR CENTER INSURANCE	470.30
001-12-2025	SR CENTER BUILDING MA...	433.00
001-12-2040	SR CENTER CONTRACTU...	554.00
001-13-2004	TRANSIT OFFICE EXPENSE	81.72
001-13-2040	TRANSIT CONTRACTUAL	67.20
001-18-2002	GEN GOVT TELEPHONE/...	211.55
001-18-2004	GEN GOVT OFFICE EXPE...	82.35
001-18-2015	GEN GOVT TRAINING/E...	272.28
001-20-2002	INSPECTION TELEPHONE	151.75
001-20-2004	INSPECTION OFFICE EXP...	387.55
001-20-2015	INSPECTION TRAINING/...	420.00
001-20-2016	INSPECTION UNIFORMS	14.76
001-21-2002	INFORMATION SYS TELE...	114.96
001-21-2004	INFORMATION SYS OFFI...	12.69
001-21-2040	INFORMATION SYS CON...	678.99
001-22-2002	MEDIA SPECIALIST TELE...	79.96

Account Summary

Account Number	Account Name	Payment Amount
001-22-2042	MEDIA SPECIALIST REPA...	52.20
001-28-2012	NOXIOUS WEEDS MISCE...	175.50
010-30-2002	SEWER TELEPHONE	476.65
010-30-2003	SEWER UTILITIES	18,379.20
010-30-2004	SEWER OFFICE EXPENSE	520.35
010-30-2006	SEWER EQUIPMENT MA...	5,511.11
010-30-2008	SEWER PLANT EXPENSE	8,256.59
010-30-2009	SEWER MATERIALS	3,058.51
010-30-2010	SEWER GASOLINE & OIL	1,868.73
010-30-2011	SEWER POSTAGE	377.67
010-30-2012	SEWER MISCELLANEOUS	1,349.38
010-30-2015	SEWER TRAINING/EDUC...	3,325.00
010-30-2016	SEWER UNIFORMS	235.32
010-30-2020	SEWER INSURANCE	1,580.78
010-30-2040	SEWER CONTRACTUAL	8,234.55
011-31-2002	WATER TELEPHONE	530.92
011-31-2003	WATER UTILITIES	7,347.16
011-31-2004	WATER OFFICE EXPENSE	387.64
011-31-2006	WATER EQUIPMENT MA...	2,682.81
011-31-2009	WATER MATERIALS	8,903.59
011-31-2011	WATER POSTAGE	789.67
011-31-2012	WATER MISCELLANEOUS	618.36
011-31-2016	WATER UNIFORMS	245.76
011-31-2020	WATER INSURANCE	4,264.97
011-31-2022	WATER SALES TAX	788.50
011-31-2040	WATER CONTRACTUAL	1,141.53
012-32-2003	MUNICIPAL POOL UTILIT...	141.61
012-32-2006	MUNICIPAL POOL EQUI...	165.75
021-41-2002	STREET TELEPHONE	198.99
021-41-2003	STREET UTILITIES	1,914.67
021-41-2004	STREET OFFICE EXPENSE	112.99
021-41-2006	STREET EQUIPMENT MA...	618.87
021-41-2009	STREET MATERIALS	1,534.73
021-41-2012	STREET MISCELLANEOUS	552.58
021-41-2015	STREET TRAINING/EDUC...	50.00
021-41-2016	STREET UNIFORMS	156.49
021-41-2020	STREET INSURANCE	2,678.15
021-41-2040	STREET CONTRACTUAL	188.20
024-44-2012	LAW ENF MISCELLANEO...	5,783.85
024-44-2031	LAW ENF VENDING MA...	50.87
025-45-2012	LIBRARY MISCELLANEOUS	236,973.92
027-47-2020	SP LIABILITY INSURANCE	5,658.41
030-50-1250	RECREATION DEPT SAL/...	2,027.00
030-50-2002	RECREATION DEPT TELE...	352.07
030-50-2003	RECREATION DEPT UTILI...	3,638.83
030-50-2004	RECREATION DEPT OFFI...	622.90
030-50-2006	RECREATION DEPT EQUI...	312.62
030-50-2009	RECREATION DEPT MAT...	210.29
030-50-2020	RECREATION DEPT INSU...	567.73
030-50-2025	RECREATION DEPT BLDG...	1,463.44
030-50-2031	RECREATION DEPT CON...	304.35
030-50-2046	RECREATION DEPT P-C S...	251.68
030-50-2092	RECREATION DEPT PRO...	4,220.99
030-50-2094	RECREATION DEPT LATC...	3,531.08
030-50-3065	RECREATION DEPT P-C U...	138.93
036-56-2087	CAP IMPR SIDEWALKS	9,777.50
036-56-3001	CAP IMPR MISCELLANE...	83,862.50
036-56-3005	CAP IMPR LAND BANK	36.75

Account Summary

Account Number	Account Name	Payment Amount
036-56-3011	CAP IMPR PARK IMPROV...	123.37
036-56-3017	CAP IMPR CITYWIDE CLE...	1,383.59
037-57-2012	SUSTAINABILITY GRANT...	2,522.19
051-66-3005	SP PARK IMPR RES FIRE...	81.38
058-50-3073	FALL FESTIVAL STAGE	5,162.16
085-66-3001	TN 2022 COPPER TAIL COI	175.00
086-66-3002	TN 2023 WHEATLAND P...	7,680.00
086-66-3003	TN 2023 WHEATLAND P...	5,940.00
086-66-3039	TN 2023 WHEATLAND P...	2,775.00
086-66-3040	TN 2023 WHEATLAND A...	7,200.00
086-66-3041	TN 2023 WHEATLAND P...	14,520.00
086-66-3042	TN 2023 WHEATLAND ...	3,495.00
092-66-3001	TR GUEST TAX EXPENSE	7,170.29
098-66-3001	ST PARK RES EXPENSE	16,296.06
099-66-3003	ST REC RES OFFICE EXPE...	375.98
	Grand Total:	863,263.40

Project Account Summary

Project Account Key	Payment Amount
None	863,263.40
Grand Total:	863,263.40



Petty Cash Summary of Expenditures By Vendor Name

Payment Dates 2/1/2024 - 2/29/2024

Vendor Name	Payment Date	Description (Payable)	Account Number	Amount
Vendor: AARO1406 - AARON KIRCHERT				
AARON KIRCHERT	02/01/2024	BOOT REIMBURSEMENT	010-30-2016	100.00
Vendor AARO1406 - AARON KIRCHERT Total:				100.00
Vendor: ABBI0624 - ABBI CORTEZ				
ABBI CORTEZ	02/29/2024	DJ SERVICES - 03/02/2024	030-50-2092	300.00
Vendor ABBI0624 - ABBI CORTEZ Total:				300.00
Vendor: ANGE1030 - ANGEL GAYNOR				
ANGEL GAYNOR	02/29/2024	PROFESSIONAL PHOTOGRAPHY SERVICES – 03/02/2024	030-50-2092	87.50
Vendor ANGE1030 - ANGEL GAYNOR Total:				87.50
Vendor: BRAD2559 - BRADY SIMMONS				
BRADY SIMMONS	02/13/2024	BOOT REIMBURSEMENT	001-02-2016	100.00
Vendor BRAD2559 - BRADY SIMMONS Total:				100.00
Vendor: CARL1525 - CARL ROSE				
CARL ROSE	02/13/2024	BOOT REIMBURSEMENT	010-30-2016	100.00
Vendor CARL1525 - CARL ROSE Total:				100.00
Vendor: KATR1720 - KATRINA LOVE				
KATRINA LOVE	02/16/2024	REFUND HAC RENTAL DEPOSIT 02/10/24	030-00-5016	50.00
Vendor KATR1720 - KATRINA LOVE Total:				50.00
Vendor: KELS1717 - KELSIE SIMPSON				
KELSIE SIMPSON	02/13/2024	REFUND TAE KWON DO FEES - CANCELLED	030-00-5077	48.00
Vendor KELS1717 - KELSIE SIMPSON Total:				48.00
Vendor: KEVI1633 - KEVIN DENNING				
KEVIN DENNING	02/29/2024	REFUND SENIOR CENTER RENTAL DEPOSIT 02/25/24	001-00-5016	100.00
Vendor KEVI1633 - KEVIN DENNING Total:				100.00
Vendor: LEVI1868 - LEVI BREWER				
LEVI BREWER	02/13/2024	BOOT REIMBURSEMENT	011-31-2016	100.00
Vendor LEVI1868 - LEVI BREWER Total:				100.00
Vendor: MAIN1811 - MAIN STREET LIQUOR				
MAIN STREET LIQUOR	02/29/2024	REFUND RESTITUTION FEES – CASE #2023/4955	001-00-5059	7.35
Vendor MAIN1811 - MAIN STREET LIQUOR Total:				7.35
Vendor: MARS1724 - MARSHA ARCHER				
MARSHA ARCHER	02/29/2024	REFUND SENIOR CENTER DEPOSIT - CANCELLED	001-00-5016	100.00
Vendor MARS1724 - MARSHA ARCHER Total:				100.00
Vendor: NOAH2052 - NOAH'S DONUT SHOP				
NOAH'S DONUT SHOP	02/13/2024	SENIOR CENTER - COFFEE & DONUTS	001-12-2012	15.19
Vendor NOAH2052 - NOAH'S DONUT SHOP Total:				15.19
Vendor: PEGG1733 - PEGGY MILES				
PEGGY MILES	02/29/2024	REFUND RESTITUTION FEES - CASE #2021/3044	001-00-5059	126.08
Vendor PEGG1733 - PEGGY MILES Total:				126.08
Vendor: RAND2064 - RANDY NOWAK				
RANDY NOWAK	02/13/2024	BOOT REIMBURSEMENT	001-02-2016	85.47
Vendor RAND2064 - RANDY NOWAK Total:				85.47

Petty Cash Summary of Expenditures

Payment Dates: 2/1/2024 - 2/29/2024

Vendor Name	Payment Date	Description (Payable)	Account Number	Amount
Vendor: RAYM1716 - RAYMOND BROWN				
RAYMOND BROWN	02/13/2024	REFUND HAC RENTAL DEPOSIT 02/03/24	030-00-5016	50.00
Vendor RAYM1716 - RAYMOND BROWN Total:				50.00
Vendor: STEV1725 - STEVE TACKETT				
STEVE TACKETT	02/29/2024	2024 CHILI COOK OFF WINNER	001-12-2012	100.00
Vendor STEV1725 - STEVE TACKETT Total:				100.00
Vendor: TERI1011 - TERI SANDERS				
TERI SANDERS	02/13/2024	SR. CNTR. START UP MONEY - CHILI COOK OFF	001-12-2012	50.00
Vendor TERI1011 - TERI SANDERS Total:				50.00
Vendor: TUCK1377 - TUCKER CHAMBERLIN				
TUCKER CHAMBERLIN	02/29/2024	BOOT REIMBURSEMENT	001-03-2012	100.00
Vendor TUCK1377 - TUCKER CHAMBERLIN Total:				100.00
Grand Total:				1,619.59

Report Summary

Fund Summary

Fund	Payment Amount
001 - GENERAL FUND	784.09
010 - WASTEWATER FUND	200.00
011 - WATER FUND	100.00
030 - RECREATION DEPARTMENT	535.50
Grand Total:	1,619.59

Account Summary

Account Number	Account Name	Payment Amount
001-00-5016	GENERAL BUILDING REN...	200.00
001-00-5059	GENERAL MUN COURT R...	133.43
001-02-2016	POLICE UNIFORMS & EQ...	185.47
001-03-2012	PARK MISCELLANEOUS	100.00
001-12-2012	SR CENTER MISCELLANE...	165.19
010-30-2016	SEWER UNIFORMS	200.00
011-31-2016	WATER UNIFORMS	100.00
030-00-5016	RECREATION DEPT RENT...	100.00
030-00-5077	RECREATION DEPT PRO...	48.00
030-50-2092	RECREATION DEPT PRO...	387.50
Grand Total:		1,619.59

Project Account Summary

Project Account Key	Payment Amount
None	1,619.59
Grand Total:	1,619.59



CITY OF HAYSVILLE, KANSAS

ADMINISTRATION SERVICES - 200 WEST GRAND/ P.O. BOX 404
HAYSVILLE, KANSAS 67060 - (316) 529-5900 (316) 529-5925 - FAX

TO: The Honorable Russ Kessler
City Council Members

FROM: Danielle Gabor, Economic Development Director
Georgie Carter, Deputy Administrative Officer

SUBJECT: Mudbugs Cajun & Zydeco Band – Gathering at the Gazebo and Art Walk

DATE: March 11, 2024

Attached is the agreement with Mudbugs Cajun & Zydeco Band for stage entertainment at the Gathering at the Gazebo and Art Walk.

They will perform on Saturday, September 21, 2024, from 6 - 8 p.m.

I am requesting approval for \$2,500. Park Board has approved to fund this amount. This is before you for your consideration. The contract is attached.



mudbugsband@gmail.com

Jaime Green (316) 706-8716

Band Performance Agreement between The Mudbugs Cajun & Zydeco Band, hereafter referred to as “Band” and City of Haysville, hereafter referred to as “Client”

Engagement: Gathering at the Gazebo and Art Walk in Haysville’s Historic District

Engagement date: Saturday, Sept. 21, 2024

Engagement address: 100 S. Main St., Haysville, Kansas

Engagement times: Mudbugs will play from 6-8 p.m. with one 15 minute break.

Full wages agreed upon: \$2,500 due upon completion of the event in the form of cash or seven checks (one for \$460 and six for \$340):

Greg Ewing \$460

Carter Green \$340

Jaime Green \$340

Juliah Ewing \$340

Adam Ewing \$340

Erin Emrich \$340

Brian Cochran \$340

P.A./sound and lighting equipment will be provided by the band. The band is authorized to sell CDs and shirts.

This agreement shall become null and void in the event of the following conditions: death, injury or illness of a band member, acts of God, vehicle accidents or mechanical failure of transportation or any occurrence beyond the band's reasonable control that renders the performance of this agreement impossible.

No other responsibility or liability by the band or client not explicitly stated herein is agreed to by the parties. No warranties on either party's behalf other than those stated herein are given.

Authorized client representative & date:

Authorized band representative & date:

Jaine Green 2/9/24

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: Gathering at the Gazebo and Art Walk Requested date(s) of operation: September 21, 2024

Anticipated hours of operation of Special Event 4:30 - 8:30 p.m.

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 Historic District - Approved Consumption Area

1. Applicant Information

Name of Applicant: City of Haysville - Economic Development

Spouse's full name:

Date of birth:	Age:	SSN:
Place of Birth: (City)	(State)	(County)
Length of residency: (Haysville)	(State)	(County)

Current address: 200 W. Grand Ave.

City: Haysville State: KS ZIP Code: 67060

Mailing address:

City:	State:	ZIP Code:
Home Phone: <u>Work phone: 316-529-5909</u>	Mobile Phone:	Driver's License: (State) #

2. Business Information

Name of Business:

Business address:

City: State: ZIP Code:

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 Naturalization

If naturalized give place and date of naturalization:

4. Criminal History

Within the past five years, have you ever been convicted of:

1) Felony?	Yes _____	No <u>X</u> _____
2) A crime of Moral Turpitude? (moral turpitude includes any act associated with prostitution, pandering, crimes opposed to decency, gambling)	Yes _____	No <u>X</u> _____
3) Drunkenness?	Yes _____	No <u>X</u> _____
4) Driving under the influence of intoxicating substance?	Yes _____	No <u>X</u> _____
5) Violating any state or federal liquor law?	Yes _____	No <u>X</u> _____

If the answer to any part of this section is "Yes" explain (use a separate sheet if necessary):

5. 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 foredescribed 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, and understand that this permit is approved subject to applicability of the provisions of K.S.A. 75-6104. Permittee shall reimburse City for any cost associated with damage to a public facility, area, or roadway that exceed normal or routine maintenance requirements. Upon review of the event scope, the Mayor or Chief Administrative Officer may waive or alter the insurance requirement.

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
_____ Other _____		

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.

Danielle Gabor 2-14-24
Signature of Applicant Date

Signature of MAYOR/ or other Authorized Haysville Official Date

OFFICE USE ONLY

Date Received: 2/14/24 By: WJ Fee: N/A Receipt #: N/A
Fees paid in association with rental of City facilities? Receipt # N/A
Permit approved: _____ Permit disapproved: _____ By: _____ Date: _____
Police Department Approval of Request: JWS Maintenance Department Approval of request: JWS
Recreation Department Approval of Request: JWS
Date of Governing Body Approval of Special Event: _____ **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 for Temporary Special Event Permit was acknowledged before me this 14th day of February A.D., 2024 by the individual listed above as the Applicant, and who signed as Applicant, who appeared before me and are personally known by me to be the parties named in the foregoing document.

Notary Public Kayla A. Kostecki

My Appointment Expires: 03/24/2007





CITY OF HAYSVILLE, KANSAS

RECREATION DEPARTMENT - 523 SARAH LANE/P.O. BOX 404
HAYSVILLE, KANSAS 67060 - (316) 529-5922 (316) 529-5923 - FAX

AGREEMENT

This Agreement is made and entered into as of this 26th day of February, 2024, by and between the **City of Haysville, Kansas (City)**, and the **Unified School District No. 261 ("District")**.

WHEREAS, **City** owns and operates a developing Sports Complex commonly known as Plagens Carpenter Sports Complex (Sports Complex) located at 665 West 63rd Street South, Haysville, KS; and

WHEREAS, **District** desires to obtain the right to use Field One, Two, Three, Five and Six located at Sports Complex for baseball/softball games played by students of Campus High School, and **City** is willing to permit such use upon the terms and conditions provided for herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, **City** and **District** agree as follows:

- I. **City** agrees to and does hereby allow **District** use of Field One, Two and Three and necessary appurtenances thereto, for Campus baseball games, tournaments and practices and use of Field Five and Six and necessary appurtenances thereto, for Campus softball practices.
- II. Term: **District** and **City** agree that this Agreement shall commence on the date first above written and shall terminate no later than **May 30, 2024**, or on such earlier date as the **District** and **City** may determine by written agreement.
- III. **District** agrees to abide by the Plagen's Carpenter Sports Complex Rules and Regulations established by **City**, and to ensure that players, guests, invitees and other persons associated with **District** games and activities conducted at Sports Complex abide by the same:
 - A. A preseason meeting will be held between the **District** coaches and **City** to discuss field and equipment usage as well as field maintenance.
 - B. **District shall replace divots and smooth pitching mounds and home plate areas and first base area at the conclusion of each practice and/or game on all fields that were utilized.**
 - C. **District** shall provide adequate personnel to supervise activities and participants at the Sports Complex.
 - D. No vehicles will be allowed to pass through any gate without PRIOR permission.
 - E. **District Team** shall pick up trash in and around the sports complex after each home game and dispose in trash receptacles provided at sports complex by **City**.

- F. Campus Booster Club and/or Campus HS Activities Group shall collect and dispose of the concession stand trash and collect and dispose of trash in and around the sports complex after each home game.
 - G. The use of a barbecue grill will be allowed by the Campus Booster Club and/or Campus HS Activities Group in association with operating the concession stand, but a grease catch must be placed underneath the grill during use and the grease must be disposed of properly after each use. No grease may be disposed of in sinks, and no hot grease may be disposed of in any trash receptacle. The grill may be stored at the concession stand for during the home game season and removed from the premises immediately after the last game of the season.
 - H. All beverage products sold must be COCA-COLA products.
 - I. No alcoholic beverages are allowed on City property, including parking lots.
 - J. Deliberately hitting baseballs into the fences is not allowed.
 - K. Use of the sound system during practices and games is allowed but volume must be kept at a level that will not disturb the surrounding neighborhood.
- IV. Any and all **District** games cancelled due to inclement weather or poor field conditions shall be rescheduled through approved by either **City's** Recreation Director or Assistant Recreation Director. The final decision to play after inclement weather will be made by the **City**.
- V. All concessions shall be handled by **District** unless other written arrangements are negotiated and agreed to by **City** and **District**, and shall conform to all health code standards and regulations of the City, County, and State.
- A. Lessee shall furnish all necessary equipment, supplies and utilities for cooling, refrigeration, cooking or heating purposes.
 - B. Lessee shall abide by all public health rules and regulations and shall not sell or offer for sale any food or drink for immediate consumption unless said food or drink is wrapped or boxed to prevent contamination by flies, dust, dirt, or other contaminants.
 - C. All soft drinks shall be dispensed in a paper cup, aluminum can, or in another similar container, but shall not be dispensed in or with a glass bottle.
 - D. Lessee shall verify that all vendors of food, beverage, and other goods for sale during the contract period herein set forth have obtained and hold current all licenses and permits required by law.
- VI. **City** will provide mowing, watering and grading of the Sports Complex fields, and **City** staff will be in charge of field maintenance for all games.
- VII. **District** shall furnish a Certificate of Insurance evidencing coverage for any damage caused by **District**, or **District'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 insured's 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 attention of Angie Millspaugh, Haysville City Clerk, 200 W. Grand, Haysville, Kansas, 67060. Said Certificate shall also contain a clause granting a minimum of ten (10) calendar days prior notice to **City** before any material change or

cancellation of insurance is effective. Failure of **District** to provide **City** an approved Certificate of Insurance prior to use of fields shall cancel and make void this agreement.

- VIII. **District** shall reimburse **City** for any cost associated with damage to the Sports Complex fields and/or facility that exceed normal or routine maintenance requirements.
- IX. **District** will be issued four sets of keys to the Plagen's Carpenter Sports complex. If keys are lost the **District** will be billed for the costs associated with replacing all locks at the sports complex and generating the necessary number of keys for each new lock.
- X. **City** will provide trash service and receptacles for the sports complex.
- XI. **District** shall be able to solicit to obtain corporate sponsors, and such sponsors may display signage or banners in the complex. The size of the signs shall be limited to 4' x 8' or 3' x 10'. Such signage/banners should not contain inappropriate language or images (alcohol, cigarettes, lewd or suggestive images or statements) or be derogatory in any manner. **District** will be in charge of putting up and taking down the signs/banners. **City** may request any banner to be removed that is deemed by **City** to be inappropriate or offensive to the Community as a whole. Banners can be displayed year-round.
- XII. **District** will have use of the LED sign only during games.
- XIII. **City** shall remove and abate immediately all nuisances that are potentially of a hazardous character and shall address issues of unsightliness in a timely manner.
- XIV. USE OF TOBACCO PRODUCTS IS PROHIBITED at all times in or on all **City** owned or leased personal or real property.
- XV. **District** 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 said Sports Complex, and not caused by **City** negligence. **City** shall give to **District** notice of any claim made or litigation instituted which directly or indirectly contingently or otherwise in any way affects or might affect **District**. **District** shall have the right to compromise and participate in the defense of the same to the extent of their own interests.
- XVI. This agreement may be canceled and/or terminated at any time by mutual agreement, or by either party upon giving thirty (30) days prior written notice of the cancellation to the other party.
- XVII. This agreement may be modified, changed, or amended only as may be mutually agreed in writing between **City** and **District**.
- XVIII. It is understood that this agreement supersedes and cancels any and all prior existing arrangement(s) between the parties hereto and their predecessors concerning the uses provided for herein. If any covenant, condition or provision herein contained is held to be invalid by any court of competent jurisdiction, the invalidity of any such covenant,

condition or provision shall in no way affect any other covenant, condition or provision herein contained; provided, however, that the invalidity of any such covenant, condition, or provision does not materially prejudice either **District** or **City** in the respective rights and obligations contained in the valid covenants, conditions, or provisions in this agreement.

XIX. It is understood and agreed that **District** shall not sell, sign or transfer any of its rights or privileges granted hereunder without the prior written consent of **City**.

IN WITNESS WHEREOF, **City** and **District** have executed this Agreement as of the day and year first above written.

GOVERNING BODY OF HAYSVILLE, KANSAS

ATTEST:

Russ Kessler, Mayor

Angie Millsbaugh, City Clerk/Treasurer

UNIFIED SCHOOL DISTRICT, NO. 261



Board President



CITY OF HAYSTACK

ACTION REQUEST FORM

To: _____ Date: _____

Address of Request: _____ (please complete a separate form for each property)

The following action is being requested:

Please:

- Check into this
- Contact me to discuss this further by phone or email (circle one)
- Get me information regarding this
- Other

Submitted By:

Name: _____

Phone #: _____

Email _____

FIRST RESPONSE:

Remarks from staff:

Signature: _____

Date: _____

UPDATE:

Remarks from staff

Signature: _____

Date: _____