

CITY OF HAYSVILLE

Agenda

December 8, 2025

CALL TO ORDER

ROLL CALL

INVOCATION BY: Kurt Henson, Haysville Christian Church

PLEDGE OF ALLEGIANCE

SPECIAL ORDER OF BUSINESS

- A. Employee Service Recognition
 - a. Tracy Roniger, Sergeant, 5 Years
 - b. Eugene Satterfield, Wastewater Operator II, 5 Years
 - c. Ciara Leach, Program Supervisor, 5 Years
 - d. Nathan Caballero, Water Operator II, 5 Years
 - e. Lidia Vargas, Records Supervisor, 10 Years
 - f. Aaron Watkins, Master Police Officer, 10 Years
 - g. Kenny Stark, Crew Leader, 10 Years
 - h. Frank Cortez, Program Supervisor, 10 Years
 - i. Mark Mullin, Sergeant, 20 Years
 - j. Brady Simmons, Master Police Officer, 20 Years
 - k. Jeff Whitfield, Chief of Police, 30 Years

PRESENTATION AND APPROVAL OF MINUTES

- A. [Minutes of November 10, 2025](#)

ADMINISTRATION OF THE OATH OF OFFICE

ITEM #1 PUBLIC COMMENT

- A. Kenly Zehring, Chief Deputy, Sedgwick County Register of Deeds Re: Free Property Fraud Alert and Notary Fraud Alert Services

ITEM #2 APPROVAL OF LICENSES AND BONDS

ITEM #3 INTRODUCTION OF ORDINANCES AND RESOLUTIONS

- A. [AN ORDINANCE ADOPTING THE RECODIFICATION OF ORDINANCES OF THE CITY OF HAYSVILLE, KANSAS, 2025 EDITION, PROVIDING FOR THE EFFECTIVE DATE THEREOF, PROVIDING FOR THE REPEAL OF CERTAIN OTHER ORDINANCES NOT INCLUDED THEREIN, THE ADDITION OF CERTAIN NEW PROVISIONS, SAVING CERTAIN ORDINANCES FROM REPEAL AND SAVING CERTAIN ACCRUED RIGHTS AND LIABILITIES.](#)

ITEM #4 NOTICES AND COMMUNICATIONS

- A. Governing Body Announcements

- B. [Sedgwick County Fire Department Station 34 Monthly Report](#)
- C. [Memo Re: Utility Billing Account Write-Offs](#)
- D. [Memo Re: Last City Council Meeting of 2025](#)
- E. [Document from Resident Re: Screening](#)
- ITEM #5 OLD BUSINESS
- ITEM #6 OTHER BUSINESS
 - A. [Public Hearing for and Consideration of Approval of the Proposed Amendment to the 2025 Budget](#)
 - B. [Consideration of Agreement with the KDOT Secretary of Transportation and Sedgwick County Re: Meridian Street and Multi-Use Trail](#)
 - C. [Consideration of Bio-Solids Agreement](#)
- ITEM #7 DEPARTMENT REPORTS
 - A. [Administrative Services – Georgie Carter](#)
 - B. [City Clerk – Angie Fulton](#)
 - C. [Police – Jeff Whitfield](#)
 - D. [Public Works – Tony Martinez](#)
 - E. [Recreation – Rob Arneson](#)
- ITEM #8 APPOINTMENTS
 - A. [Appointment of Vicki More to the Library Board for Remainder of Term](#)
- ITEM #9 EXECUTIVE SESSION
 - A. [Executive Session for Preliminary Discussions Re: Acquisition of Real Property Not to Exceed 15 Minutes](#)
- ITEM #10 REVIEW OF EXPENDITURES
 - A. [Summary of November Expenditures](#)
- ITEM #11 CONSENT AGENDA
 - A. [Agreement with Lithium Theory Re: Concert at Party in the 060](#)
 - B. [Agreement with Kyle Richardson Re: Concert at Party in the 060](#)
- ITEM #12 COUNCIL ITEMS
 - A. [Council Concerns](#)
 - B. [Council Action Request Updates](#)
 - a. [130 E. 2nd Street \(Community Building\) Re: Interior Condition](#)
 - b. [815 E. Peach Avenue Re: Vehicles in Street](#)
- ITEM #13 ADJOURNMENT

CITY OF HAYSVILLE

Regular City Council Meeting

Minutes

November 10, 2025

CALL TO ORDER

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

ROLL CALL

Present: Justin Bruster, Bob Rardin, Pat Ewert, Dan Benner, Janet Parton, Steve Crum, and Dale Thompson.

Absent: Danny Walters

INVOCATION – Brian Sander, First Baptist Church

PLEDGE OF ALLEGIANCE

Mayor Kessler stated he would like to add an item to the agenda - Other Business 6D: Consideration of Agreement with Sedgwick County Regarding Senior Center Funding.

Motion by Parton, seconded by Ewert, to approve the addition of the item. The motion carried by the following vote:

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

PRESENTATION AND APPROVAL OF MINUTES

- A. The minutes of the October 14, 2025, Regular City Council Meeting were presented for approval.

Motion by Benner, seconded by Rardin, to approve the minutes of the October 14, 2025, business meeting as presented. The motion carried by the following vote:

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

Abstain: Ewert

ITEM #1 PUBLIC COMMENT

- A. Shannon Wedge, American Red Cross, gave a report on the Sound the Alarm event. The Red Cross serviced 40 homes, a total of 102 alarms, with the help of 35 volunteers. Wedge also stated her appreciation for the numerous blood drives held in Haysville and presented a certificate of appreciation and t-shirt to the Mayor.
- B. Kirk Miller, K.E. Miller Engineering, P.A., agent for applicant at 6401 S. Sunnyside. The applicant had submitted a request for a multi-family zone change. Miller gave an overview of the property and the street right-of-way. He stated the applicant would be content with the two-family zoning with an overlay. He stated

the Planning Commissions' reason for denial was street traffic, but he has no evidence that it has been an issue.

- C. Tommie Wicker, 6415 S. Sunnyside. Wicker stated the lot located at 6401 S. Sunnyside had been a park for 70 years. He stated his concerns about the lot being used for a quadplex or duplex. He stated the neighbors had signed a petition opposing the requested change.

ITEM # 2 APPROVAL OF LICENSES AND BONDS

There were no Licenses or Bonds.

ITEM #3 INTRODUCTION OF ORDINANCES AND RESOLUTIONS

- A. Mayor Kessler presented for consideration Homestead of Haysville Assisted Living Facility Items. The first item was a Consideration of Amendment to Development Agreement.

Motion by Crum, seconded by Bruster, to approve the Consideration of Amendment to Development Agreement as presented. The motion carried by the following vote:

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

The second item was a public hearing regarding the issuance of Industrial Revenue Bonds (IRBs). Mayor Kessler formally opened the public hearing at 7:14 p.m. regarding the issuance of Industrial Revenue Bonds for the Assisted Living Facility in an amount not to exceed 13 million dollars.

No members of the audience wished to speak.

Mayor Kessler then formally closed the public hearing regarding IRBs for the Assisted Living Facility at 7:14 p.m.

There was no council discussion.

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

Motion by Crum, seconded by Rardin, to approve the resolution as presented. The motion carried by the following vote:

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

Councilmember Crum recommended that the Council encourage the developer to offer Haysville residents initial access to available space at the property.

- B. Deputy Administrative Officer Georgie Carter presented for approval AN ORDINANCE DENYING A REQUEST FOR REZONING OF CERTAIN REAL PROPERTY LOCATED WITHIN THE CITY OF HAYSVILLE, KANSAS for property located at 6401 S. Sunnyside. This is based on a recommendation from the Haysville Planning Commission.

Motion by Parton, seconded by Ewert, to approve the denial as presented.

Councilmember Parton stated she agreed that duplexes do not fit the area.

The motion carried by the following vote:

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

ITEM #4 NOTICES AND COMMUNICATIONS

- A. Under Governing Body Announcements, Councilmember Crum announced upcoming events at the Haysville Community Library. Mayor Kessler announced Haysville Senior Center upcoming closings, programs, and events. The Mayor also announced Veterans Day events.
- B. Councilmembers received a Memo Re: Business Licenses.
- C. Councilmembers received a Memo from Josh Pollak Re: Property Purchased at Tax Sale.
- D. Councilmembers received the Sedgwick County Fire Department Station 34 Monthly Report.
- E. Councilmembers received an Email from Cox Communications.

ITEM #5 OLD BUSINESS

There was no Old Business.

ITEM #6 OTHER BUSINESS

- A. Chief Administrative Officer Will Black requested approval to publish a Notice of Public Hearing Re: 2025 Budget Amendment.

Motion by Crum, seconded by Parton, to allow publication of Notice of Public Hearing regarding the 2025 Budget Amendment as presented. The motion carried by the following vote:

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

- B. Public Works Director Tony Martinez requested authorization to approve a bid from Pearson Construction in the amount of \$357,120.00 for River Forest Addition infrastructure improvements.

Motion by Parton, seconded by Benner, to approve the bid from Pearson Construction in the amount of \$357,120.00. The motion carried by the following vote:

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

- C. Mayor Kessler presented the City Code Annual Revision First Reading. He stated the item would be considered at the December 8 meeting and encouraged council to reach out to staff prior to that meeting with any questions.
- D. Deputy Administrative Officer Georgie Carter presented for approval an Agreement with Sedgwick County Re: Senior Center Funding. This is an annual funding agreement.

Motion by Parton, second by Bruster, to approve the agreement with Sedgwick County for Senior Center Funding. The motion carried by the following vote:

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

ITEM #7 DEPARTMENT REPORTS

- A. Deputy Administrative Officer Georgie Carter announced the Hometown Hero Banner Program. There was a discussion on the cost of the program. Mayor Kessler stated we could look at reducing prices. Carter then announced upcoming Christmas events. Councilmember Parton stated she was glad to see higher numbers in voting for the Halloween Decorating contest since moving the voting to Facebook.
- B. City Clerk Angie Fulton announced City offices would be closed November 11th in observance of Veterans Day and November 27th and 28th in observance of Thanksgiving.
- C. Chief of Police Jeff Whitfield introduced visiting officer Carlos Gardea, who is currently assigned to second shift. Whitfield also stated they will have increased enforcement during the holidays to look for impaired drivers.
- D. Public Works Director Tony Martinez gave an update on the Emmett Street, Sarah Lane and Cured in Place Pipe Liner projects. Martinez also announced the recycling center will no longer accept furniture due to abuse of the service; however, furniture will be accepted during the annual City Wide Clean Up in June.
- E. Recreation Director Rob Arneson announced upcoming events and closings.

ITEM #8 APPOINTMENTS

- A. There were no appointments.

ITEM #9 EXECUTIVE SESSION

- A. There was no Executive Session.

ITEM #10 REVIEW OF EXPENDITURES

- A. A Summary of October expenditures was presented.

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

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

ITEM #11 CONSENT AGENDA

- A. Temporary Special Event Permit Application for Consumption on Public Property
Re: Family Reunion at the HAC in Approved Area (11/24/25)
- B. Temporary Special Event Permit Application for Consumption on Public Property
Re: Cheers and Craft at the HAC in Approved Area (12/05/25)
- C. Temporary Special Event Permit Application for Consumption on Public Property
Re: Birthday Party at the HAC in Approved Area (12/14/25)
- D. Temporary Special Event Permit Application for Consumption on Public Property
Re: Pizza and Puzzle Fest at the HAC in Approved Area (01/31/26)
- E. Temporary Special Event Permit Application for Consumption on Public Property
Re: Mom Prom at the HAC in Approved Areas (02/07/26)

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

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

ITEM #12 COUNCIL ITEMS

- A. Under Council Concerns, Councilmember Crum stated Stewart Street still does not have a storm drain, and he would like to see it get fixed.
- B. Public Works Director Tony Martinez gave an update on Council Action Requests. There was discussion on vehicles parked in the street and the regulations regarding them sitting for an extended time.

ITEM #13 ADJOURNMENT

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

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

The Regular City Council Meeting ended at 7:40 p.m.

Angela Fulton, City Clerk



Summary of Ordinance No. _____
City of Haysville, Kansas

On December ____, 2025, the City of Haysville, Kansas, adopted Ordinance No. _____, authorizing the recodification of the City Code of Haysville, Kansas, as authorized by K.S.A. 12-3014 and K.S.A. 12-3015 and amendments thereto, providing for the effective date thereof, providing for the repeal of certain other ordinances not included therein, the addition of certain new provisions, saving certain ordinances from repeal and saving certain accrued rights and liabilities. A complete copy of this ordinance is available online at <http://www.haysville-ks.com> or during normal business hours at City Hall, located at 200 W. Grand, Haysville, KS, 67060. The ordinance is not subject to a protest petition. Questions pertaining to this ordinance may be directed to Mr. William Black, Chief Administrative Officer, at (316) 529-5900. This summary has been reviewed and certified by Joshua Pollak, City Attorney.

Ordinance No. _____

AN ORDINANCE ADOPTING THE RECODIFICATION OF ORDINANCES OF THE CITY OF HAYSVILLE, KANSAS, 2025 EDITION, PROVIDING FOR THE EFFECTIVE DATE THEREOF, PROVIDING FOR THE REPEAL OF CERTAIN OTHER ORDINANCES NOT INCLUDED THEREIN, THE ADDITION OF CERTAIN NEW PROVISIONS, SAVING CERTAIN ORDINANCES FROM REPEAL AND SAVING CERTAIN ACCRUED RIGHTS AND LIABILITIES.

Be it Ordained by the Governing Body of the City of Haysville, Kansas:

Section 1. The recodification of ordinances of the City of Haysville, Kansas, as authorized by K.S.A. 12-3014 and K.S.A. 12-3015 and amendments thereto, as set out in Chapters I to XVII, all inclusive, and entitled the “Code of the City of Haysville, Kansas, 2025,” is hereby adopted.

Codification includes the compilation and revision of the general ordinances of the city; the changing of sections of the Code deemed advisable; the omission of sections of the Code deemed unnecessary; the addition of certain new provisions as provided for herein; and the adoption of the whole by this ordinance and publication in permanently bound or loose-leaf book form. When the ordinance and the codification, along with a certificate of the city clerk that the same are true and correct copies, are published in book form or in loose-leaf binders, the codification shall take effect. At least one (1) copy of the published book of codes shall be kept on file in the office of the city clerk and remain available for inspection by the public at all reasonable business hours.

Section 2. All ordinances and parts of ordinances of a general nature passed prior to December 8, 2025, in force and effect at the effective date of the “Code of the City of Haysville, Kansas, 2025” are hereby repealed as of the date of publication of said code, and incorporated therein.

Section 3. In construing this ordinance, the following ordinances shall not be considered or held to be ordinances of a general nature:

- (a) Ordinances pertaining to the acquisition of property or interests in property by gift, purchase, devise, bequest, appropriation or condemnation;
- (b) Ordinances opening, dedicating, widening, vacating or narrowing streets, avenues, alleys and boulevards, changing or establishing zoning regulations;
- (c) Ordinances establishing and changing grades of streets, avenues, alleys and boulevards;
- (d) Ordinances naming or changing the names of streets, avenues and boulevards;
- (e) Ordinances authorizing or directing public improvements to be made;

- (f) Ordinances creating districts for public improvements of whatsoever kind or nature;
- (g) Ordinances levying general taxes;
- (h) Ordinances levying special assessments or taxes;
- (i) Ordinances granting any rights, privileges, easements or franchises therein mentioned to any person, firm, corporation or other entity;
- (j) Ordinances authorizing the issuance of bonds and other instruments of indebtedness by the City;
- (k) Ordinances authorizing contracts;
- (l) Ordinances establishing the limits of the City or pertaining to annexation or exclusion of territory;
- (m) Ordinances relating to compensation of officials, officers and employees of the City and;
- (n) Ordinances of a temporary nature;
- (o) Charter ordinances that were not otherwise specifically repealed by subsequent charter ordinance;
- (p) Ordinances of any nature associated with the City of Haysville Land Bank;
- (q) Ordinances associated with the establishment, management, or adoption of maps of the City's floodplain.

Such ordinances hereby remain in full force and effect from the date of passage, until repealed by specific action of the Governing Body.

Provided, that the above enumeration of exceptions shall not be held or deemed to be exclusive, it being the purpose and intention to exempt from repeal any and all ordinances not of a general nature and general ordinances specifically excepted by the above section.

Section 4. The arrangement and classification of the several chapters, articles and sections of the Haysville Municipal Code adopted by Section 1 of this ordinance and the headnotes and footnotes at the ends of the sections, are made for the purpose of convenience and orderly arrangement, and do not constitute a part of the ordinances, and therefore, no implication or presumption of legislative intent or construction is to be drawn therefrom. Modifications to the arrangement are authorized to insure the ease of use and correct classification.

Section 5. If for any reason any chapter, article, section, subsection, sentence, portion or part of the "Code of the City of Haysville, Kansas, 2025," or the application thereof to any person or circumstance is declared to be unconstitutional or invalid, such determination will not affect the validity of the remaining portions of said code.

Section 6. This ordinance shall take effect and be in force from and after the publication of the "Code of the City of Haysville, Kansas, 2025" as provided in K.S.A. 12-3015 and as provided by this ordinance.

Passed by the City Council this _____ day of December, 2025.

Approved by the Mayor this _____ day of December, 2025.

Russ Kessler, Mayor

Attest:

Angela Fulton, City Clerk

Approved as to form:

Joshua Pollak, City Attorney

MEMO

TO: The Honorable Russ Kessler, Mayor
Haysville City Councilmembers

FROM: Angela Fulton, City Treasurer/City Clerk

SUBJECT: Proposed City Code Updates for 2026

DATE: November 7, 2025

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

- ◆ Ordinance 1136: Amending the Zoning Regulations
- ◆ Ordinance 1146: Establishing a Residential Housing Code

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

OUTLINE OF PROPOSED CHANGES

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

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

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

CHAPTER 1. ADMINISTRATION

Article 5. Open Public Records

~~1-501. — Statement of purpose review.~~

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

~~{Ord. 792; Code 2003}~~

~~1-502. — Inspection fee.~~

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

~~{Ord. 792}~~

~~1-503. — Copying fee.~~

~~(a) A reasonable fee per page, as set out in Chapter 17, may be charged for photocopying records in addition to the hourly rate plus benefits of the employee making the copies.~~

~~(b) For copying cassette tapes, video tapes or compact discs, or any other media readily available to the city, the requester may be charged for all materials used plus staff time required to reproduce the public record.~~

~~{Ord. 792}~~

~~1-504. — Prepayment of fees.~~

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

~~{Ord. 792}~~

~~1-505. — Payment.~~

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

1-501. Policy

(a) It is hereby declared to be the policy of the city that all public records which are made, maintained or kept by or are in the possession of the city, its officers and employees, shall be open for public inspection as provided by, and subject to the restrictions imposed by, the Kansas Open Records Act (KORA).

(b) Any person, upon request, shall have access to such open public records for the purpose of inspecting, abstracting or copying such records while they are in the possession, custody and control of the appointed or designated records custodian thereof, or their designated representative.

1-502. Records Custodians.

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

1-503. Public Request for Access.

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

1-504. Facilities for Public Inspection.

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

1-505. Procedures for Inspection.

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

1-506. Appointment of Official Custodians.

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

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

1-507. Designation of Additional Records Custodians.

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

1-508. Duties of Custodians.

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

1-509. Requests to be Directed to Custodians.

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

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

1-510. Fee Administration.

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

1-511. Inspection Fee.

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

1-512. Copying Fee.

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

1-513. Prepayment of Fees.

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

shall be an estimate of the inspections and/or copying charges accrued in fulfilling the record request. Any overage or underage in the prepayment shall be settled prior to inspection of the requested record or delivery of the requested copies.

(b) Prepayment of inspection and/or copying fees shall be required whenever, in the best estimate of the records custodian, such fees are estimated to exceed \$50.00.

(c) Where payment has been demanded by the records custodian, no record shall be made available to the requestor until such prepayment has been made.

1-514. Payment.

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

1-515. Interactive Communication Required.

(a) When the staff time needed to respond to a records request will exceed five hours or the estimated actual costs for staff time needed to fill the request exceeds \$200, a records custodian shall make reasonable efforts to contact the requestor and engage in interactive communication about mitigating costs to fill the request. The requestor is not obligated to mitigate costs.

(b) If the records custodian has made reasonable efforts to contact the requestor pursuant to this section and the requestor has failed to respond by the end of the third business day, the records request will be deemed to be withdrawn until a subsequent contact has been made by the requestor to the city.

(c) As used in this subsection, "reasonable efforts to contact the requestor" means contacting the requester through the means of communication that the requestor provided to be used by the city to respond to the request.

(Ord. 792; Code 2003)

Article 6. Boards and Committees

1-601. Park board.

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

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

~~(b) No member of the Park Board shall be related by blood or marriage to the mayor, to any member of the council or to any officer of the city government.~~ The members of the Board shall serve without compensation.

(c) Upon creation of the Board, two members of the Board shall be appointed for an initial term of one year, and two members shall be appointed for an initial term of two years. Thereafter, all appointments shall be for ~~two-year~~two-year terms, and all members shall be eligible for reappointment(s) at the discretion of the mayor.

(d) In the event of death, resignation or other disqualification of any members of the Park Board, his or her successor shall be appointed by the mayor by and with the consent and approval of the council members of the city and such appointment shall be for the unexpired term only. The members of the Park Board may be removed by the mayor for failure to attend meetings, training, and workshops; neglect of duty; or malfeasance in office.

(e) The Park Board shall make an annual report of all its proceedings and of the condition of the parks of this city to the governing body during the month of January each year; provided, that any procedural rules and regulations established by the Board shall be subject to review and modification by the city council. A majority of the five members shall constitute a quorum for the transaction of business.

(f) Duties of the Park Board. The Board shall:

(1) Develop a list of goals and objectives, to include needs and usage of the existing parks and open space; needs for additional park grounds; the size and types of park grounds to be considered; development of ~~short and long range~~short- and long-range capital improvements required to develop current and proposed park grounds; and essential environmental concerns for the community and the surrounding planning and growth area;

~~(2) Study, investigate, counsel and develop and/or update annually, and administer a written plan for the care, replacement, maintenance, and removal or disposition of trees and shrubs in the parks, along streets and in other public areas that will serve as the official comprehensive tree plan for the city;~~

(3) Develop programs and review existing programs to encourage the usage of city parks and open space. When feasible, such programs should provide for joint use of land with other governmental entities to include the USD 261;

(4) Develop initiatives to enhance the image of the community, both at the neighborhood level and city-wide, through beautification and preservation projects to include landscaping, tree planting, decorative lighting, and measures to reduce traffic, noise, sight and other types of pollution;

(5) Plan for and carry out an annual Arbor Day Observance and Proclamation; and

(6) Promote the safe use of bicycling and walking for transportation, wellness, recreation, and environmental enhancement through various means of transportation, including bicycling and walking.

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

1-602. Library board.

(a) There is hereby created a city library board which shall be composed of seven (7) members as provided and authorized by the terms and provisions of K.S.A. 12-1222 who shall be residents of the city.

(b) Vacancies occasioned by removal from the city, resignation, or otherwise, shall be filled by appointment for the unexpired term. No person who has been appointed for two (2) consecutive four (4) year terms to the board shall be eligible for further appointment to such board until two (2) years after the expiration of the second term. Members shall receive no compensation for their services as such but shall be allowed their actual and necessary expenses in attending meetings and in carrying out their duties as members.

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

1-603. Holding over.

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

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

1-604. Haysville ~~H~~historic ~~C~~committee.

(a) The governing body deems it necessary, for the quality of life of the citizens of the City, to establish a board which shall be known as the Haysville Historic Committee.

(b) Members. The Haysville Historic Committee shall be composed of nine (9) members of which (6) six members shall be residents from within the corporate limits or property owners of

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

(c) Terms. The term of office of all general members of the Committee shall be for two (2) years excepting the first committee which shall consist of three (3) members serving for three (3) years, three (3) members serving for two (2) years. The positions on the committee reserved for the planning commission chair, the park board chair, and the mayor shall remain with the individual appointed or elected to such position, or their designee, for the term of such individual's appointment or election. All general members shall be eligible for reappointment(s) at the discretion of the mayor. Upon expiration of a term, the position shall remain vacant until a successor is appointed.

(d) Duties of the Historic Committee. All of the powers and duties enumerated herein are subject to approval, denial or modification by the governing body. All funds necessary to carry out the purposes of this section shall be approved and appropriated according to the purchasing policy adopted by the governing body:

(1) To familiarize itself with the historic resources within the community which may be eligible for designation as historic resources, historic landmarks or historic districts and shall administer the identification, documentation and designation of such historic landmarks and historic districts.

(2) Make and adopt a historic preservation plan and review and update the plan as needed

(3) Prepare and recommend to the Park Board for inclusion in the master park plan, a list of goals and objectives for the W.W. Hays Village Historic Park. Such list shall include:

(A) Needs and usage of the existing buildings, improvements and open space;

(B) Needs for additional buildings and improvements;

(C) The size and types of buildings and improvements to be considered; and

(D) Development of ~~short and long range~~short- and long-range capital improvements required to develop these goals and objectives.

(Code 2015; Ord. 1080; Code 2022)

1-605. Planning commission

(a) The Haysville City Planning Commission is hereby ratified and continued as set forth herein (the "Planning Commission"). The Board shall adopt Bylaws for the transaction of business and hearing procedures.

(b) Members. The Planning Commission will be composed of seven (7) members of which five (5) members shall be residents of the City and two (2) members shall reside outside the City but within the City's Zoning area of influence.

(c) Appointment. The members of the Planning Commission shall be appointed by the mayor, by and with the consent of the City council, in all respects as required by law. Appointment to a vacancy caused by the death, incapacity, resignation or disqualification of any Member of the Planning Commission shall be made for that Member's unexpired term. Planning Commissioners may be removed by the mayor for failure to attend meetings, training and workshops, neglect of duty, or malfeasance in office.

(d) Same; Term of Office. The term of office of the members of the Planning Commission shall be for three years. At the end of the three year term, the member may be reappointed with the approval of the City council. Vacancies shall be filled for unexpired terms only. Terms are to be staggered such that two members are appointed in one year, two members in the next, and three members in the next. The terms of the two members residing outside of the City's corporate limits must not expire within the same year. Members shall take office on the first meeting of the Planning Commission in July. After the original adopting ordinance takes effect, a new slate of members of the Planning Commission shall be appointed as provided for herein, and upon such appointments, the term of all previously serving members of the Planning Commission shall terminate.

(Ord. 1080)

1-606. Board of zoning appeals

(a) The Planning Commission is hereby designated to also serve as the City's Board of Zoning Appeals, with all the powers and duties as provided for in K.S.A. 12-759

(b) Public records shall be kept of all official actions of the Board, which must be maintained separately from those of the Planning Commission. The Board shall keep minutes of its proceedings showing evidence presented, findings of fact, decisions and the vote on each question or appeal.

(c) Unless otherwise required by law, all actions by the Board of Zoning Appeals shall be taken by a majority vote of the members present and voting.

(d) Organization and responsibilities. The board shall adopt rules and/or regulations for the conduct of its business in accordance with the provisions of the Zoning Regulations of the City

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

(Ord. 1080)

CHAPTER 4. BUILDING, CONSTRUCTION, AND INSTALLATIONS

Article 1. General Regulations/Supplements

4-101. Building standards.

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

4-101a. Site address, premises identification.

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

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

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

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

4-102. Licenses.

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

(a) License of City of Haysville. City of Haysville licenses for all trades and construction for building, mechanical, electrical, plumbing and manufactured housing installation shall be issued exclusively through City.

(b) License of Metropolitan Area Building and Construction Department. Metropolitan Area Building and Construction Department licenses for all trades and construction for building,

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

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

(Code 2011; Code 2025; Code 2026)

4-103. Permit.

(a) City of Haysville Permit: Prior to any person, firm or corporation designing, constructing, erecting, remodeling, enlarging, altering, demolishing, locating, relocating or removing any building or structure, or changing the occupancy of a building or structure, or placing or installing service equipment within the City of Haysville, a permit to do such work shall be obtained from the City. Such permit shall be issued through the Department of Public Works.

(b) In the event a contractor does not complete work for which a valid permit has been issued and such individual no longer holds a valid contract for the work, a second permit must be obtained by a contractor to complete the balance of the work. A fee shall be charged for the second permit that is ten percent of the original permit fee, but in no case less than the minimum fee for a building permit. Building permits are nontransferable.

(c) In those areas of the city having a high ground water table, which areas are not served by an approved water course or storm sewer for surface water disposal, building permit applications require a special approval by the building official. The application, in addition to providing the information required on the standard application form, shall indicate the lowest floor elevation of the proposed building, whether groundwater may be required to be pumped as a matter of waterproofing below-grade structure and, if so, the manner of water disposal. Topographic and groundwater elevations for reference purposes are shown on the most current Hydrogeologic Map of Sedgwick County, Kansas, prepared by the State Geological Survey of Kansas.

(d) Expiration. Every permit issued by the City under the provisions of this Code shall expire by limitation and become null and void if the work authorized by such permit is not commenced within one hundred eighty days from the date of such permit, or if work authorized by such permit is suspended or abandoned at any time after the work is commenced for a period of one hundred eighty days, or one hundred eighty days have expired since an inspection was requested and such inspection was approved by the building official. Provided, that the building

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

(e) Whenever any work for which a permit is required by this Code has commenced without first obtaining said permit, an administrative penalty equal to the amount of the permit fee, as determined by the Code Official, shall be collected in addition to the permit fee. Such administrative penalty shall be paid prior to issuance of any permit for construction upon these premises. Licensed contractor administrative penalty is the amount of the permit fee or \$200.00 whichever is greater.

(f) All necessary permits must be visible within the street right-of-way that corresponds to the property's address. The display can either be the permit itself or a receipt confirming its issuance, and it must be safeguarded against weather and damage.

(Code 2024)

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

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

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

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

(Code 2011)

4-105. Reserved.

(Code 2011)

4-106. Permit fees.

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

(Code 2003)

4-107. Definitions.

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

(a) Agricultural Building: A structure designed and constructed to house hay, grain, poultry, livestock, or other horticulture products and for farm storage of farming implements. Such structure or structures shall not be a place for human habitation or place of employment where agriculture products are processed, treated or packaged; nor shall it be a building or structure for use by the public.

(b) Contractors: A contractor, within the meaning of this chapter, is any person who undertakes with or for another to build, construct, alter, repair, add to, wreck or move any building or structure, or any portion thereof, within the city, for which a permit is required under this article, for a fixed price, fee, percentage or other compensation other than wages, or who advertises or otherwise represents to the public to have the capacity or ability to undertake to build, construct, alter, repair, add to, wreck or move any building or structure or any portion thereof; or who builds, constructs, alters, adds to, wrecks or moves any building or structure, either on his or her own or other property, for the purpose of speculation.

(c) A One and/or Two Family Dwelling is a structure having one (1) or two (2), but not more than two (2), units providing independent living facilities, (for one or more persons constituting a family,) including permanent provisions for living, sleeping, eating, cooking and sanitation. A family is an individual of two (2) or more persons related by blood, marriage or law, or a group of not more than four (4) persons (excluding servants), who need not be related, living together in a dwelling unit.

(d) Commercial Building. A commercial building is a building in which is conducted a business, trade or profession and is not typically a use that provides access for and by the public at large requiring licensed contractors for roof replacement, siding, any trade alterations or changes, including but not limited to building, plumbing, electrical, heating, and cooling.

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

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

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

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

(a) Contractor's licenses and fees for the city shall be as follows:

(b) Classification: Fees.

(1) Contractor's License Class A shall be issued for a construction project with a value more than \$30,000 and the fee shall be as set out in Chapter 17.

(2) Contractor's License Class B shall be issued for a construction project valued at \$30,000 or below and the fee shall be as set out in Chapter 17.

(3) Contractor's License Class C shall be issued for roofing and siding construction projects and the fee shall be as set out in Chapter 17.

(4) Contractor's License Class D shall be issued for fencing construction projects and the fee shall be as set out in Chapter 17.

(c) All contractors are to maintain a policy of general liability insurance covering the activities of the contractor, and the contractor's employees, while engaged in contracting within the City. Such insurance policy shall be written with an insurance company licensed to do business in the State of Kansas and shall have minimum limits of coverage of five hundred thousand dollars per occurrence.

(d) In addition, every contractor shall procure and maintain worker's compensation insurance as required by Kansas law and automobile liability insurance as required by Kansas law.

(e) All such insurance requirements shall conform to the insurance requirements of the MABCD, and all contractors who lose their license to contract as issued by the MABCD shall immediately have all City issued licenses revoked.

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

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

4-109. Fee schedule.

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

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

4-110. Payments.

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

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

4-111. Advertising.

(a) It shall be unlawful for any person, firm, company, corporation or other entity to advertise as a contractor within the City unless, at the time such advertisement occurs, such person, firm, company, corporation or other entity has a then valid contractor's license issued hereunder.

(b) Any advertisement by such person, firm, company, corporation or other entity to advertise as a contractor which is placed or published in any publication or other print medium which is circulated, displayed or distributed within the city or which is placed upon vehicles or is broadcast by radio or television or any other means to persons within the city shall include the full name of the licensed person, firm, company, corporation or other entity and the license number assigned by any office of any municipality having inspection control over any such person, firm, company, corporation or other entity.

(c) As used herein, the words "advertise" or "advertisement" shall include, but not be limited to, a business card, contract bid proposal form, printed letterhead, or any other printed or written material designed to inform persons of the services offered by the advertising person, firm, company, corporation or other entity and meant to solicit business from such persons or any broadcast statement designed to inform persons of the services offered by the advertising person, firm, company, corporation or other entity and to solicit business from such persons. Such words are intended to include telephone directory display ads but not basic white and yellow page telephone listings.

(Ord. 713; Code 2003)

4-112. Violations and penalties.

(a) Any person who shall violate the provisions of this chapter or shall fail to comply with any of the requirements thereof, or who shall act in violation of the approved plan or directive of an official or of a permit or certificate issued under the provisions of this code shall be guilty of an unclassified misdemeanor and shall be punished by a fine of not more than five-hundred dollars (\$500.00) for each violation or thirty (30) day confinement in the county jail for each violation or by both such fine and imprisonment. Each day of violation shall be a separate violation.

Furthermore, such person may be required to repair or correct any violation and pay all costs associated therewith.

(b) Penalty Clause not Exclusive. The Imposition of the penalties herein prescribed shall not preclude the city from instituting an appropriate action to restrain, correct, or abate a violation of this article, and specific authority for such is hereby granted to take any action or imposing any penalty allowed by state law or this code, or this article.

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

4-113. Enforcement.

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

(Ord. 881)

4-114. Liability.

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

(Ord. 881)

CHAPTER 8. HEALTH AND WELFARE

Article 1. Public Health Standards

8-101. Definitions.

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

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

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

(Code 1971, Sec. 7-101; Code 2003)

8-102. Responsibility of code enforcement officer.

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

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

8-103. Responsibility of legal counsel.

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

8-104. Notices.

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

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

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

8-105. Hearings.

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

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

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

8-106. Same; orders.

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

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

8-107. Sanitation standards for refuse.

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

(a) Storage:

(1) The owners or occupants of all residential premises shall store all refuse produced on such premises, in liquid tight containers covered with fly-tight, watertight lids or covers. All garbage that is produced on such residential premises shall be drained and wrapped in newspaper or similar material prior to being placed in the container. Garbage that is disposed of by garbage grinders shall otherwise be excluded from the provisions of this section;

(2) All garbage that is not otherwise disposed of by garbage grinders from commercial or other establishments that process, sell or serve food products shall be stored in separate liquid tight containers with fly-tight and watertight lids or covers;

(3) Owners or occupants of premises other than residential shall store all trash produced on such premises in suitable, liquid tight containers, covered with fly-tight and watertight lid or covers. In the event trash is of such quantity as to make it impractical to place the same in

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

(4) Bulky nonputrescible material may be stored on the ground near the refuse containers of all premises. Such material shall be tied securely in bundles less than four (4) feet in length and less than fifty (50) pounds in weight.

(b) Collection, Removal and Disposal:

(1) The refuse from all premises shall be collected and removed at least once each week, in covered vehicles of watertight construction, inspected and approved for collection of refuse;

(2) All vehicles used for the collection of refuse shall be kept in a clean and sanitary condition and shall be washed free of putrescible materials at the close of each day and shall be kept in safe mechanical condition;

(3) All persons, other than those collecting and removing refuse from premises occupied by them, who collect or offer to collect refuse in the city, shall be licensed as required by this code and any amendments thereto;

(4) All refuse collected from premises within the corporate limits of the city shall be disposed of at such locations and in such a manner as approved by the code enforcement officer;

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

8-108. Sanitation standards for animals.

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

(a) Diseased Animals or Fowl. Any domestic animal or fowl suffering from a disease that is hazardous to other animals or humans shall be destroyed or placed in custody of a veterinarian in an animal hospital;

(b) Animal Pen.

(1) Location. No animal pen, rabbit hutch, pigeon loft or similar structure or enclosure housing animals or fowl shall be located fewer than thirty-five (35) feet from a dwelling or street;

(2) Fence. Barbed wire fences and electrically charged fences shall not be permitted, except on public land or properties for which agricultural classification permit is held or on top of a six (6) foot security fence;

(3) Cleaning. Structures or enclosures used to confine fowl or animals shall be kept in a sanitary condition that will not produce offensive odors or breed flies. All accumulations of

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

(4) Removal of Manure. Accumulations of manure stored in approved containers shall be removed from all premises at least twice each week and disposed of in a manner approved by the code enforcement officer;

(5) Feeding of Garbage to Animals. Domestic garbage or food scraps shall not be fed to animals or fowl harbored or kept in pens located within the corporate limits of the city.

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

8-109. Sewage and human excreta.

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

(a) Facilities. All human excrements shall be discharged into a plumbing system connected to a sanitary sewer system, or septic tank system, as approved by the public works director ~~or his/her designee~~ and as otherwise required by this code and amendments thereto.

(b) Disposal. No owner or occupant of any premises within the corporate limits of the city shall discharge or permit to be discharged on the surface of the ground of any premises owned or occupied by him or her any sewage, industrial waste, septic tank effluent or any other liquid or solid wastes that are hazardous or dangerous to health;

(c) Privies. Privies shall not be used for the disposal of human excreta, except for construction projects located in unsewered areas in which case privies approved by the public works director ~~or his/her designee~~ will be permitted until such time as adequate plumbing facilities can be provided and except as otherwise permitted by the public works director ~~or his/her designee~~.

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

8-110. Salvage yards.

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

(Code 1984; Code 2003)

8-111. Rodent control.

Rodent control in the city shall be as follows:

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

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

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

8-112. Insect control.

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

(a) Insect Breeding. All premises in the city shall be maintained free of conditions that encourage or permit any unnecessary breeding of insects that are annoying or dangerous to residents of the city;

(b) Screening. Exterior windows and doors of all buildings used for human habitation or for the storage, preparation or serving of food shall be screened in a manner prescribed by the city inspector;

~~(c) Whenever the city inspector shall find that it is impossible or impractical for owners or occupants to individually control populations of dangerous or annoying insects, he or she shall notify the city and it shall be the duty of the city to develop, in cooperation with the city inspector, a practical program for community wide control.~~

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

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

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

(Ord. 388)

8-114. Penalty.

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

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

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

8-115. Food handler's cards.

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

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

(Code 2010)

Article 4. Nuisances

8-401. Nuisances unlawful; defined.

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

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

(f) Unused, unattended, damaged, or abandoned items found or located upon any street, avenue, alley, sidewalk, park or public or private enclosure or lot, whether vacant or occupied, including, such items to include but shall not be limited to, iceboxes, refrigerators, freezers, washers, dryers, dishwashers, hot water heaters or similar devices or equipment, ~~or signs as defined within the City's sign regulations (e.g., section 4-1400s);~~

(g) Any thing or things that, by virtue of the place or manner in which it is or they are maintained, permitted, stored, positioned, placed or otherwise situated, injures, impedes, obstructs or hinders the public or any neighborhood to include maintaining or strewing items across property to that degree that results in an unsightly appearance constituting a blight to adjoining property, the neighborhood or the city. A blighting influence shall be presumed based upon 1) the quantity of items strewn about or maintained upon a property being in excess of twelve (12), 2) the quality of items strewn across property being in a junked, wrecked, damaged, dismantled, deteriorating, inoperable, or abandoned state, and/or 3) evidence that vermin, noxious weeds, or other public health hazards are attracted to, protected by, or residing within such items.

(h) Any fence, structure, thing or substance placed upon or being upon any street, sidewalk, alley or public ground so as to obstruct the same, except as permitted by the laws of the city; or,

(i) Any act or failure to act that causes or permits a condition to exist which injures or endangers the public health, safety or welfare;

(j) Salvage material, industrial material or commercial material located upon premises located within an area zoned for residential purposes, except building materials to be used within ninety (90) days in conjunction with a construction project on such premises;

(k) Piles or otherwise disorderly, un-stacked, accumulations of wood located upon any residential or commercial properties, or vacant lots in residential or commercial areas. Firewood may be stored in stacks at least (6) inches off the ground and must not be in contact with any adjacent structures. Mulch may be stored in piles that are no more than five (5) feet high and set back from any property line by ten (10) feet, and shall be appropriately screened by fence or other approved screening method to prevent mulch blowing onto adjoining properties or from being viewed from any public roadway.

(l) Any recreational vehicle or commercial storage not maintained on an all-weather surface.

(Code 2007; Code 2019; Code 2022; Code 2026)

8-401a. Nuisance automobiles.

(a) Policy. The governing body of the city finds that junked, wrecked, dismantled, inoperable and abandoned vehicle(s), in and upon private real property within the city is a matter affecting the health, safety and general welfare of the citizens of the city for the following reasons:

- (1) Such properties and conditions serve as a breeding ground for flies, mosquitoes, rats and other insects and rodents;
- (2) They are dangerous to persons, particularly children, because of broken glass, sharp metal protrusions, insecure mounting on blocks, jacks or supports, potential for entrapment, and because they are a ready source of fire and explosion;
- (3) They encourage pilfering and theft, and constitute a blighting influence upon the area in which they are located, thereby causing a loss in property value to surrounding property; and
- (4) They constitute a fire hazard in that they block access for fire equipment to adjacent buildings and structures, and leak environmentally harmful fuels and lubricants onto/into the ground.

(b) Definition of “nuisance automobile”:

(1) any passenger vehicle, automobile, trailer, camper top or shell, motor home, recreational vehicle, pickup camper, boat or other device or means of conveyance, other than a bicycle, which is ~~located~~located on any residential or commercial property and not kept or maintained on an all-weather surface which encompasses the entirety of any passenger vehicle, automobile, trailer, camper top or shell, motor home, recreational vehicle, pickup camper, boat or other device or means of conveyance, other than a bicycle that is free of weeds or grass or from other debris; or

(2) any motor vehicle or other means of conveyance other than a bicycle which is:

(A) required by any applicable law to be registered and which does not have displayed thereon a current registration plate or temporary permit or placard;

(B) any motor vehicle or other means of conveyance, other than a bicycle, which is parked in violation of any ordinance of the city;

(C) any motor vehicle or other means of conveyance, other than a bicycle, which is incapable of moving under its own power;

(D) any motor vehicle or other means of conveyance, other than a bicycle, which is junked, wrecked or inoperable. For purposes of this article, any one or more of the following conditions shall raise a rebuttable presumption that any motor vehicle or other means of conveyance, other than a bicycle, upon which such condition or conditions is or are found, is junked, wrecked or inoperable:

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

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

8-402. Enforcing officer; defined.

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

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

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

8-403. Same; duties.

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

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

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

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

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

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

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

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

8-405. Right of entry.

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

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

8-406. Unlawful interference.

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

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

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

(a) The enforcing officer shall provide written notice to the owner or lawful agent in charge of any premises in the city upon which a nuisance condition exists in violation of this article. If the property is occupied by a non-owner, such occupant shall also receive notice of the violation. Such notice shall be served upon such owner, occupant or agent in charge by certified mail, return receipt requested, or by personal service, door hangers, conspicuously posting notice of such order on the property, personal notification, communication by telephone, ~~or~~ first class mail, or by publishing such notice in the City's newspaper. Notice shall also be provided in accordance with 8-416 if applicable. If the property is unoccupied and the owner is a nonresident, notice provided by this section shall be given by telephone communication or first class mail, and shall include the following information:

- (1) Specific notice in the form of an administrative order that the property is being maintained in violation of this article.
- (2) An administrative order directing the owner or lawful agent in charge of the property to abate the nuisance condition within five (5) days of the date of the notice, such compliance date to be stated on the face of the notice.
- (3) Notice within the administrative order that the owner, or lawful agent of the owner may appeal the notice by requesting, before the compliance date in a written notice of appeal directed to the city clerk, an administrative hearing as provided for within this Article. A lawful agent may be identified by a valid power of attorney, or other similar legal designation. If the described nuisance has been determined by the compliance officer to represent a menace or immediate danger to the community, such nuisance condition shall be made safe pending the

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

(4) Notice within the administrative order that if the nuisance condition is not corrected, the city may proceed to abate such nuisance condition and assess the cost of the abatement, including any reasonable administrative fee as provided within K.S.A. 12-1617e(d) and K.S.A. 12-1,115.

(5) Notice within the administrative order that an opportunity will be provided for payment of the assessment and, if the assessment is not paid, the city shall cause an amount equal to such assessment to be assessed against the property as a special assessment.

(6) Notice within the administrative order that no further notice shall be given prior to removal of a nuisance condition upon such property after the five (5) day period provided herein. And,

(7) Notice within the administrative order that the enforcing officer should be contacted immediately if there are any questions regarding compliance with the administrative order.

(b) The owner, occupant, or agent in charge of the property shall provide proof to the enforcement officer of the completion of the abatement of the nuisances described within the notice provided pursuant to subsection (a).

(Code 2015; Code 2026)

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

(a) In addition to the administrative process described within 8-407, the enforcing officer is hereby authorized to issue to the owner, occupant or agent in charge of the property a uniform complaint and notice to appear in municipal court charging a violation of the applicable section of this article. Should such owner, occupant or agent in charge of such property contest the charge, the city shall not be precluded from otherwise abating the nuisance created thereby during the pendency of the case through administrative or civil action.

(b) Any person found guilty, or entering a plea of guilty or nolo contendere to violating any section of this article shall be guilty of a Class C ~~Violation~~Misdemeanor. Each day that any violation of this article continues shall constitute a separate offense and is punishable under this chapter as a separate violation.

(c) Any person convicted pursuant to this article shall also be assessed court costs as provided by Chapter 17, Fee Schedule, of the Haysville City Code, compliance with the administrative order described in 8-407, mailing costs, and costs of both temporarily making the nuisance

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

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

8-409. Abatement by city; procedure.

(a) If within five (5) days after the compliance date as set forth with the administrative notice as required by section 8-407 the owner, occupant or agent in charge of the premises neglects or fails to comply with the directives contained in the notice, and such owner, occupant, or agent in charge fails to timely file a notice of administrative appeal, the enforcing officer shall abate the nuisance in conformance with the provisions of this article. This provision shall also apply if the owner, occupant or agent in charge of the premises neglects or fails to comply with any decision of a hearing panel within either five (5) days, or such other time as determined by the hearing panel.

(b) The costs incurred by the city for any action undertaken by the enforcing officer pursuant to or incidental to this article shall be reported in detail and in writing by said officer to the city clerk. The city clerk shall keep an account of such costs, as well as any and all costs of notices, service and/or mailing of notices and publication of notices, required by this article. The city clerk shall immediately cause the reporting and accounting required by this section to be entered in the appropriate city record and shall report the same to the governing body.

(c) The city clerk shall, within ten (10) days of receipt of the enforcing officer's report of costs, give notice by certified mail to the owner, occupant or agent in charge of the property of the costs required to be reported by subsection (b) of this section and such notice shall include a statement requiring payment of the costs to the city within thirty (30) days following receipt of such notice. Should the owner, occupant or agent in charge of the property refuse to take delivery of the notice and return is made to the city indicating such refusal, the city clerk shall send to the owner, occupant or agent in charge of the property, by first class mail, the notice previously sent and receipt by the owner, occupant or agent in charge of the property shall be deemed to have occurred upon such mailing. The city clerk shall make and maintain records detailing the method and time of sending and receipt of such notice. If the owner, occupant, or agent in charge fails to take receipt for undetermined reasons, the City Clerk may publish notice once in the City's newspaper.

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

8-410. Administrative appeal; hearing.

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

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

(b) The hearing panel shall prepare a written description of findings and an appropriate order. The order shall be sent by certified mail to all parties with a legal interest in the property within five (5) days of the conclusion of the hearing, unless otherwise stated at the hearing. The hearing panel's order shall describe the relevant facts relied upon, state the specific Code provisions being relied upon, and state any such other stipulations, methods of abatement, or orders as deemed necessary by the hearing panel. If abatement is ordered, the order shall also fix a reasonable period of time, not more than ten (10) days from the date of publication, unless for good cause shown the hearing panel provides for the opportunity for an extension of time, to complete the abatement of any nuisances found by the hearing panel, and a statement that if the person or entity or owner fails to complete the abatement within the time provided, the enforcing officer shall cause the nuisance to be removed and abated in compliance with this article.

(c) The determination by the hearing panel shall be a final order of the city, and appeals of this action may be taken as allowed by law.

(d) The hearing panel shall be designated by the Mayor, and shall consist of three members: a chair and two others, all with an equal vote. All actions shall be by majority vote. The chair of the hearing panel shall be a member of the governing body representing the ward wherein the violation is alleged to have occurred.

(e) All findings of the hearing panel shall be forwarded to the governing body for informational purposes.

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

8-411. Authorization to contract for services.

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

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

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

8-412. Site to be made safe.

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

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

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

(a) Should the costs remain unpaid after thirty (30) days of receipt of the notice by the owner, the city clerk, ~~or designee,~~ may sell any salvage from the removal and abatement process and apply the proceeds of such sale to pay said costs. Any proceeds received which are in excess of said costs shall be remitted to the owner within thirty (30) days of the conclusion of the sale.

(b) Should the proceeds of any sale held pursuant hereto be insufficient to cover said costs or if there exists no salvage, the city clerk shall, at the time required by law for the certification of other city taxes, certify the unpaid portion of said costs to the Sedgwick County Clerk for extension of the same on the county tax rolls against the property upon which the structure was located.

(c) In addition to levying a special assessment against the property upon which the structure was located as provided for in this section, the city may also elect to collect the unpaid portion of the costs provided for herein in the manner provided by K.S.A. 12-1,115 and amendments thereto, may pursue such remedy without limiting its ability to levy the special assessments, but only until such time as the full costs and any applicable interest has been paid in full.

(d) If there is no salvageable material, or if the moneys received from the sale of salvage are insufficient to pay the costs incurred by the city pursuant to this article and/or the costs associated with the notices required by this article, such costs or any portion thereof in excess of that received from the sale of salvage may be financed, until such time as the costs are paid out of the general fund or by the issuance of no-fund warrants. Whenever no-fund warrants are issued, the governing body shall make a tax levy at the tax levying period for the purpose of paying such warrants and the interest thereon. All such tax levies shall be in addition to all other levies authorized or limited by law and shall not be subject to the aggregate tax levy prescribed

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

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

8-414. Disposition of moneys received.

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

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

8-415. Immediate hazard.

(a) When the enforcing officer believes that any real or personal property constitutes an immediate health or safety hazard, the officer shall inform the Mayor, ~~Director of Governmental Services~~Chief Administrative Officer, or the Director of Public Works. At the direction of any of those three named City Officials the enforcing officer is authorized to take immediate action ~~to secure the property, and shall place the matter before the governing body at their next regularly scheduled meeting for a determination that a nuisance exists which constitutes an immediate hazard.~~

(b) When in the ~~governing body's~~City Officials -opinion any nuisance exists which constitutes an immediate hazard requiring immediate action to protect the public or adjacent property, the governing body may direct the enforcing officer to take immediate action, without delay, to protect the safety of persons and properties including, but not limited to, abatement, the erection of barricades, or causing the property upon which the nuisance is located to be vacated or otherwise made safe. Such action by the governing body and enforcing officer may be taken without prior notice or hearing of the owners, agents, lien holders, occupants or other parties in interest. The costs of any action under this section shall be reported and documented, notice of costs shall be afforded and the costs shall be assessed in the same manner as provided in section 8-413.

(c) An "Immediate vehicle hazard" means any unattended vehicle which has been placed on jacks, blocks or a stand unless such vehicle is placed in a garage or other building, or any vehicle leaking excessive amounts of a poisonous or flammable liquid.

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

8-416. Notice to owner.

(a) Notwithstanding any other provision of this article or of law, prior to assessment of costs as a tax lien against the property, any and all notices required by this article shall also be served upon the owner or, in the event the property or premises is unoccupied and the owner thereof does not reside within the corporate limits of the city, by mailing such notice by certified mail, return receipt requested, to the owner's last known address. If the property owner fails to accept notice, or if the property owner cannot be identified, the City shall publish the notice of violation one time within the City's newspaper. Abatement shall take place either five (5) days following the date of receipt provided on the return receipt of mailing, or ten days following the date of publication within the City's newspaper, whichever is first.

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

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

Article 5. Unsafe or Dangerous Structures

8-501. Purposes.

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

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

8-502. Definitions.

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

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

(b) Structure. Shall include any building, wall, superstructure or other structure which requires location on or attachment to the ground or attachment to a surface or thing directly to the ground.

(c) Abandoned Property: Means any residential or commercial real estate for which taxes are delinquent for the preceding two (2) years and which has been unoccupied continuously by persons legally possessed of such property for the preceding one year.

(d) Organization: Means any nonprofit corporation organized under the laws of the state of Kansas having among its purposes the improvement of housing.

(e) Rehabilitation. Any process of improving the property including, but not limited to, bringing property into compliance with applicable fire, housing and building codes.

(f) Parties in Interest. Means any owner or owners of record or their agent(s), judgment creditor, lienholder, tax purchaser, occupant or party having any legal or equitable title or interest in the property.

(g) Last Known Address. Includes the address where the property is located or an address as listed in the tax records.

(h) Low or Moderate Income Housing. Means housing for persons and families with incomes within limitations prescribed by the federal Department of Housing and Urban Development pursuant to Section 8 of the federal Housing and Community Development Act of 1937 as amended.

(i) Governing Body: Means the mayor and city council of the city of Haysville.

(Ord. 814: Code 2003)

8-503. Enforcing officer; duties.

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

(a) Inspect any structure which appears to be unsafe, dangerous, hazardous or unfit for human habitation, and to enter upon premises or property upon which is located any structure at reasonable hours for the purposes of making inspection;

(b) Seek orders from a court of competent jurisdiction for the purpose of entering upon premises or property upon which a structure is located when such officer has been denied entry by the owner or occupant of such premises or property;

(c) Report to the governing body all structures which said officer believes to be unsafe, dangerous, hazardous or unfit for human habitation;

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

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

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

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

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

8-505. Same; notice.

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

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

8-506. Same; publication and notice.

(a) The resolution provided for in section 8-505 shall be published once each week, on the same day of each week for two (2) consecutive weeks, in the official city newspaper. At least thirty (30) days shall elapse between the last publication and the date fixed for the hearing.

(b) Within three (3) days of the first publication, the city clerk shall cause a copy of the resolution to be mailed by certified mail, marked "deliver to addressee only," to the structure's owner, the owner's agent and any party in interest at the last known address.

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

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

(a) On the date fixed for the hearing or any adjournment or continuation thereof, the governing body shall hear all evidence submitted by the owner, the owner's agent, lienholders of record, occupants or other parties of interest in the structure and all evidence submitted by the enforcing officer filing the statement. Upon hearing such evidence, the governing body shall make findings by resolution.

(b) If, after notice and hearing as provided for in this article, and upon hearing the evidence provided for in subsection (a) of this section, the governing body determines that a structure is unsafe, dangerous, hazardous or unfit for human habitation, it shall set forth in writing in the form of a resolution its findings of facts supporting such determination. The resolution shall also fix a reasonable period of time, to be determined by the governing body, within which the repair, removal or demolition of the structure shall be commenced and a statement that if the owner of such structure fails to commence the repair or removal of such structure within the time period established by the resolution, or fails to diligently prosecute and pursue the same until the work is completed, the governing body shall cause the structure to be razed and removed. The resolution provided for in this section shall be published once in the official city newspaper and the city clerk shall mail a copy of the resolution to the structure's owner and any party in interest at the last known address in the same manner as provided for the notice of hearing.

(c) If the governing body finds that the structure is abandoned property, the governing body may authorize the rehabilitation of such property as provided for by section 8-517. Such findings and authorization shall be set forth in the resolution provided for in this section.

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

8-508. Duty of owner.

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

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

8-509. Failure to comply.

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

(b) If, within the time specified within the resolution provided for in section ~~7-507~~8-507, the owner fails to comply with said resolution and any order contained therein to remove or demolish the structure, the enforcing officer may cause the structure to be removed or demolished.

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

8-510. Site to be made safe.

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

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

8-511. Authorization to contract for services.

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

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

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

(a) The costs incurred by the city for any action undertaken by the enforcing officer pursuant to or incidental to sections 8-509 and 8-510 shall be reported in detail and in writing by said officer to the city clerk. The city clerk shall keep an account of such costs, as well as any and all costs of notices, required by this article. The city clerk shall immediately cause the reportings and accountings required by this section to be entered in the appropriate city record and shall report the same to the governing body.

(b) The city clerk shall, within the ten (10) days of receipt of the enforcing officer's report of costs, give notice by restricted mail to the owner of the structure of the costs required to be reported by subsection (a) of this section, and such notice shall include a statement requiring payment of the costs to the city within thirty (30) days following receipt of the notice. Should the owner refuse to take delivery of the notice and return is made to the city indicating such

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

(c) Should the costs remain unpaid after thirty (30) days of receipt of the notice by the owner, the city clerk may sell any salvage from the structure and apply the proceeds of such sale to pay said costs. Any proceeds received which exceed said costs shall be remitted to the owner within thirty (30) days of the conclusion of the sale.

(d) Should the proceeds of any sale held pursuant to subsection (c) be insufficient to cover said costs, or if there exists no salvage, the city clerk shall, at the time required by law for the certification of the other city taxes, certify the unpaid portion of said costs to the Sedgwick County Clerk for extension of the same on the county tax rolls against the property upon which the structure was located.

(e) In addition to levying a special assessment against the property upon which the structure was located as provided for in subsection (d), the city may also elect to collect the unpaid portion of the costs provided for herein in the manner provided by K.S.A. 12-1,115 and amendments thereto, and may pursue such remedy without limiting its ability to levy the special assessment, but only until such time as the full costs and any applicable interest has been paid in full.

(f) If there is no salvageable material, or if the moneys received from the sale of salvage or from proceeds of any insurance policy in which the city has created a lien pursuant to K.S.A. 40-3901 et. seq. and amendments thereto, are insufficient to pay the costs incurred by the city pursuant to this article and/or the cost associated with notices required by this article, such costs or any portion thereof in excess of that received from the sale of salvage or any insurance proceeds may be financed, until such time as the costs are paid, out of the general fund or by the issuance of no-fund warrants. Wherever no-fund warrants are issued, the governing body shall make a tax levy at the tax levying period for the purpose of paying such warrants and the interest thereon. All such tax levies shall be in addition to all other levies authorized or limited by law and shall not be subject to the aggregate tax amendments thereto. Such warrants shall be issued, registered, redeemed and bear interest in the manner and in the form prescribed by K.S.A. 79-2940 and amendments thereto, except they shall not bear the notation required by said section and may be issued without approval of the State Board of Tax Appeals.

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

8-513. Disposition of moneys received.

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

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

8-514. Certification to county appraiser.

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

8-515. Immediate hazard.

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

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

8-516. Appeals from order.

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

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

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

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

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

(a) The proceeding to obtain temporary possession of the property shall be in accordance with the proceedings prescribed by K.S.A. 12-1756(a) and amendments thereto.

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

(c) Redemption rights of organizations in temporary possession of property pursuant to this article shall be as established and set forth in K.S.A. 12-1756(c-e) and amendments thereto.

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

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

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

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

8-519. Scope of article.

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

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

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

Article 6. Weeds

8-601. Weeds to be removed.

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

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

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

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

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

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

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

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

8-603. Enforcing officer defined.

For the purposes of this article, Enforcing Officer means the Director of Public Works ~~or his designee or designees.~~

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

8-604. Service agent defined.

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

(Ord. 855)

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

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

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

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

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

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

8-606. Abatement; assessment of costs.

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

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

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

(b) The costs incurred by the city for any action undertaken by the enforcing officer pursuant to or incidental to sections 8-605 and 8-606 shall be reported in detail and in writing by said officer to the city clerk. The city clerk shall keep an account of such costs, as well as any and all costs of notices, service and/or mailing of notices and publication of notices, required by this article. The city clerk shall immediately cause the reportings and accountings required by this section to be entered in the appropriate city record and shall report the same to the governing body.

(c) The city clerk shall, within ten (10) days of receipt of the enforcing officer's report of costs, give notice by certified mail to the owner, occupant or agent in charge of the property of the costs required to be reported by subsection (b) of this section and such notice shall include a statement requiring payment of the costs to the city within thirty (30) days following receipt of such notice. Should the owner, occupant or agent in charge of the property refuse to take delivery of the notice and return is made to the city indicating such refusal, the city clerk shall send to the owner, occupant or agent in charge of the property, by first class mail, the notice previously sent and receipt by the owner, occupant or agent in charge of the property shall be deemed to have occurred upon such mailing. The city clerk shall make and maintain records detailing the method and time of sending and receipt of such notice.

(d) Should the costs remain unpaid after thirty (30) days of receipt of the notice provided for in this article, the city clerk shall, at the time required by law for certification of other city taxes, certify the unpaid portion of said costs to the Sedgwick County Clerk for extension of the same on the county tax rolls against the property upon which the weeds were located.

(e) In addition to levying a special assessment against the property upon which the weeds were located as provided for in this section, the city may also elect to collect the unpaid portion of the costs provided for in herein in the manner provided by K.S.A. 12-1,115 and amendments thereto, and may pursue such remedy without limiting its ability to levy special assessment, but only until such time as the full costs and any applicable interest has been paid in full.

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

8-607. Disposition of moneys received.

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

(Ord. 812; Ord. 855)

8-608. Authorization to contract for services.

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

(Ord. 812; Ord. 855)

8-609. Right of entry.

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

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

8-610. Unlawful interference.

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

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

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

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

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

(b) Any person found guilty, or entering a plea of guilty or nolo contendere to violating section 8-601 or section 8-610 shall be fined as follows:

(1) Upon conviction for a first offense, by a fine of \$35.00, but the fine shall be waived if the violation was corrected within ten (10) days, and proof of such correction is verified by the enforcing officer.

(2) Upon conviction of a second offense, by a fine of \$75.00;

(3) Upon conviction of a third offense, by a fine of \$125.00;

(4) Upon conviction of a fourth offense, by a fine of \$250.00.

(c) Any person convicted and fined pursuant to this article shall also be assessed court costs as provided by city ordinance chapter 17, fee schedule, of the Haysville city code.

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

8-612. Noxious weeds; non-impairment.

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

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

8-613. Indigenous or native grass areas.

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

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

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

Indigenous/Native Grass plantings may be approved as part of an as approved planting and maintenance plan or landscape plan submitted and approved by an administrative committee comprised of the Mayor, Chief Administrative Officer, and Director of Public Works.

Indigenous/Native grass areas may exceed the standard 12" height of domesticated grasses, but such areas will require some type of defined border, typically a mowed border, to create a defined zone of indigenous/native grass. Indigenous/Native grasses should be planted and maintained in accordance with those standards approved by the Kansas Extension Service.

(Code 2016).

8-614. Severability.

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

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

CHAPTER 11. PUBLIC OFFENSES

Article 1. Uniform Public Offense Code

11-101. Uniform public offense code incorporated.

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

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

11-102. Additions and/or amendments.

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

(Ord. 1018, Code 2015)

11-103. Disposition of property.

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

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

(b) CUSTODY; RECLAMATION BY OWNER WITHIN THIRTY DAYS. All personal property of the character described in section 11-103(a) shall be delivered to the custody of the chief of police who shall retain the possession of such property for a period of thirty (30) days, except as elsewhere herein provided, unless the owner or person entitled to the possession of such property shall sooner claim such property and establish his or her ownership and right to possession thereof.

(c) NOTICE OF INTENT TO DISPOSE: REQUIREMENTS. If the owner or person entitled to the possession of property, as described in this article, shall fail to claim such property within thirty (30) days, that at such time or at any time thereafter, the chief of police may cause a notice to be published in the official city newspaper, setting forth a detailed description of such property and stating that unless the same be claimed within ten (10) days, such property will be disposed of pursuant to the terms of this chapter.

(d) FAILURE OF OWNER TO CLAIM BEFORE DISPOSITION. If the owner or person entitled to the possession of property advertised under 11-103(b) shall fail to claim the same within the prescribed time limit set forth in such section, then the same can be converted to city use or can be donated by the city to a non-profit organization, preferably located within the city limits; provided, however, that the following procedures shall be followed by the city in connection with the disposition of such unclaimed property pursuant to this section, such disposition to take place as follows, to wit:

(1) The chief of police, shall, after consultation with the Mayor, determine whether such property shall be converted to use by one or more departments of the city or shall be disposed of by gifting the same to one or more non-profit organizations.

(e) ALTERNATIVE DISPOSITION. As an alternative to the disposition procedure set forth in 11-103(b) and 11-103(d) hereof, the police department is hereby authorized, after following the mandates set forth in 11-103(c) hereof, to sell such property at public auction to the highest bidder therefore for cash. Notice of such auction sale shall be given by the department's placing notice of such auction sale, giving the time, date and place thereof, in a newspaper(s) of circulation in Sedgwick County, such publication(s) to take place no later than ten (10) days prior to such auction date. All proceeds raised at such auction sale shall be paid directly to the general fund of the city.

(Code 2022)

Article 2. Local Provisions

11-201. Window peeping.

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

(Code 2007; Code 2022)

11-202. Curfew.

(a) CURFEW FOR CERTAIN MINOR CHILDREN. It shall be unlawful for any minor under the age of eighteen (18) years to loiter, idle, wander, stroll or play in or upon the public streets, highways, roads, alleys, parks, playgrounds or other public grounds, public places and buildings, places of amusement or entertainment, eating places, vacant lots or other place unsupervised by an adult having the lawful authority to be at such place during the following periods of time:

(1) For minors age fifteen and under, between the hours of 11:00 p.m. and 6:00 a.m. of the following day, except Fridays and Saturdays when the hours shall be 12:00 midnight to 6:00 a.m. of the following day.

(2) For minors age sixteen (16) and seventeen (17), between the hours of 12:00 midnight on any day and 6:00 a.m. of the following day, except on Fridays and Saturdays when the hours shall be 1:00 a.m. and 6:00 a.m. the following day.

(3) The provisions of this section shall not apply in the following instances:

(A) When a minor is accompanied by his or her parent, guardian or other adult person having the lawful care and custody of the minor;

(B) When the minor is upon an emergency errand directed by his or her parent or guardian or other adult person having the lawful care and custody of such minor;

(C) When the minor is returning home by the most direct route from a school activity, entertainment, recreational activity or dance; or,

(D) When the minor is returning home by the most direct route from lawful employment;

(E) When the minor is attending or traveling directly to or from an activity involving the exercise of first amendment rights of free speech, freedom of assembly or free exercise right of religion; and

(F) When the minor is in interstate travel through the city.

(b) RESPONSIBILITY OF PARENT. Except in circumstances set out in subsection (a)(3) it shall be unlawful for the parent, guardian or other adult person having care and custody of a minor

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

(1) For minors age fifteen (15) years of age and under, between the hours of 11:00 p.m. on any day and 6:00 a.m. of the following day, except on Fridays and Saturdays, when the hours shall be 12:00 a.m. to 6:00 a.m. of the following day;

(2) For minors age sixteen (16) and seventeen (17), between the hours of 12:00 a.m. on any day and 6:00 a.m. of the following day, except on Fridays and Saturdays when the hours shall be 1:00 a.m. to 6:00 a.m. of the following day.

(c) PENALTY FOR MINOR. Any minor violating the provisions of this chapter shall be dealt with in accordance with Kansas juvenile court law and procedure. Any police officer finding a minor under the age of eighteen (18) years violating the provisions of this chapter shall warn the child to desist from such violations and immediately return home and may cause written notice to be served upon the parent, guardian or person in charge of said child, setting forth the manner in which the provisions of this section have been violated. For the purposes of this section, notice shall be deemed properly served upon such parent, guardian or person in charge of a child if a copy thereof is served upon him or her personally or if a copy thereof is sent by certified mail, return receipt requested, to his or her last known address.

(d) PENALTY FOR PARENT, GUARDIAN OR PERSON HAVING THE CARE AND CUSTODY OF A CHILD. Any parent, guardian or person having the care and custody of a child who shall permit such child to violate the provisions of this section after receiving written notice that such child has previously violated such provisions may be subject to a minimum fine of \$50.00 and a maximum fine of \$500.00, plus costs, for a second or subsequent such offense, with a request to the appropriate court that consideration be given to community service for the offending juvenile as an alternative to any set fine. Violation of this section is a Class C misdemeanor.

(Code 2007; Code 2008; Code 2009)

11-203. Graffiti.

(a) For the purpose of this section, the following terms shall have the meaning ascribed to them in this section:

(1) Graffiti means any inscription, word, figure or design which is marked, etched, scratched, drawn or painted on any structural component of any building, structure or other facility,

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

(2) Graffiti Removal Levy means the charge made by the city and computed by the director of public works for removing graffiti from property, together with any and all penalties for nonpayment of the charges which have accrued.

(3) Owner as used in this section means any person so designated in the current files of the real estate division of the county clerk's office, and also any person having or claiming to have any legal or equitable interest in the premises upon which graffiti is located.

(4) Property or Premises means any lot, parcel, tract or piece of land, improved or unimproved, in the city, and includes any building or other structure located thereon.

(b) ENFORCEMENT – PERSONNEL AUTHORIZED. All law enforcement officers of the city and the public works director or his/her designees are hereby authorized to enforce the provisions of this section.

(c) DEFACEMENT OR DAMAGE OF PROPERTY BY GRAFFITI. Any person who writes, sprays, scratches or otherwise affixes graffiti upon any property, public or private, in which another has an interest and without consent of such other person shall be guilty of a misdemeanor, and upon conviction thereof shall be punished by a fine of not less than \$250.00 or more than \$1,000.00 or by imprisonment for not more than six (6) months, or by both such fine and imprisonment. In addition to such penalty the courts may order the defendant to perform the necessary labor to clean up, repair or replace the property damaged by that person, or to pay any costs incurred by the owner related to the cleanup, repair or replacement of property damaged by that person.

(d) GRAFFITI DECLARED PUBLIC NUISANCE – Owner/Occupant's Duty to Remove. The existence of graffiti upon any building, residence or other structure or property within the city is expressly declared to be a public nuisance and it shall be the duty of the owner and/or occupant of any building, residence or other structure or property that has been defaced by graffiti to cleanup or otherwise cover such graffiti, or such graffiti shall be subject to abatement by the city as hereinafter provided. However, no person shall clean up or otherwise cover graffiti without first notifying the Haysville Police Department of the existence of, and affording it the opportunity to photograph said graffiti.

(e) IMMEDIATE REMOVAL OF GRAFFITI WITHOUT NOTICE AUTHORIZED. Whenever any city employee authorized to enforce this article finds graffiti on any property within the city which can be seen by any person using any public right-of-way, such authorized employee may forthwith, without notice to the owner, temporarily obliterate such graffiti, or cause the same to be temporarily obliterated, by the least destructive or damaging means then available. Such

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

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

NOTICE TO REMOVE GRAFFITI

TO _____, as owner:

Pursuant to the provisions of Section 11-203 of the Code of the City of Haysville, Kansas, you are hereby notified to remove from

(Description of Property)

AKA _____

(Address)

all graffiti as defined in the Code of the City of Haysville within seven (7) days from the date of this notice.

* _____ (check if applicable) Action has already been taken by the City to temporarily obliterate this graffiti but the same must be permanently removed within seven (7) days from the date of this notice.

If all graffiti is not permanently removed from the above described property within seven (7) days from the date of this notice, the City will cause it to be removed and the charges for removal shall become a personal obligation and a lien upon your property.

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

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

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

Dated: _____

Authorized Employee

City of Haysville

(g) NOTICE – SERVICE. The notice to remove graffiti shall be served upon the person whose name appears as the owner of the premises involved in the files of the real estate records division of the county clerk's office. Such service may be made either by personal delivery or by depositing the notice in the United States mail, postage paid, as certified, first class mail, return receipt requested, addressed to the owner at the most recent address appearing in the files of the real estate records division of the county clerk's office. If no address for the owner appears in the file of the real estate records division of the county clerk's office or if no address appears upon the actual premises, then service of the notice to remove graffiti may be made by posting the notice in a conspicuous place upon the property. Proof of service of the notice shall be made by affidavit of the person effecting the service, and the affidavit shall be sufficient for all purposes.

(h) APPEAL HEARING – SERVICE OF NOTICE. If there is an appeal filed with the city clerk, the city clerk shall forward the appeal to the code enforcement officer, who shall establish a time certain, to be as soon as practicable, and place for a hearing. The clerk shall then cause a notice of hearing to be served by certified mail upon the owner who has appealed at least ten (10) days before the hearing. Service shall be deemed completed at the time of deposit of the notice in a receptacle maintained by the United States Postal Service, with postage fully prepaid. The failure of any person to receive such notice of hearing shall not affect the validity of any proceeding under this article.

(i) APPEAL – HEARING – PROCEDURE.

(1) On the date fixed for hearing any adjournment or continuation thereof, the code enforcement officer or his or her designee shall hear all evidence submitted by the owner, the owner's agent, lien holders of record, occupants or other parties in interest in the property upon which the graffiti is situated, and all evidence submitted by the city. The hearing provided for in this section need not be conducted according to formal rules of evidence and may be continued without notice.

(2) Upon conclusion of the hearing, the code enforcement officer or his or her designee shall determine whether the premises, as maintained, constitute a public nuisance as set forth in this

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

(3) A copy of the determination by code enforcement officer or his or her designee shall be served by mail upon the owner of the affected premises. Service shall be completed at the time of its deposit in a receptacle maintained by the United States Postal Service, with postage fully prepaid.

(4) No legal proceeding or action shall lie against the city or any officer, designee or employee of the city to enjoin the enforcement of its determination or orders made pursuant to this section, unless such legal action is commenced within thirty (30) days after the decision of the code enforcement officer.

(j) OWNER REMOVAL NOTICE. Every owner served with a notice or order to remove graffiti who upon his or her own account removes the graffiti from his or her own property shall upon completion of the work immediately give written notice thereof to the office of the city clerk. Such notice shall be either delivered or mailed to the office of the city clerk. Upon receipt of such notice any employee of the city authorized to enforce this section shall inspect the property and if no graffiti exists thereon, the owner shall be issued a certificate so stating. If graffiti still exists on the property, the authorized employee of the city shall cause it to be removed and the costs will be assessed against the owner and tenant and become a lien on the property as if no such notice of removal was received from the owner.

(k) CITY REMOVAL – AUTHORIZED. If any owner served with a notice fails to remove the graffiti from such owner's property within the time stated in the notice, or order of the governing body after appeal, the owner shall be deemed to have consented to such removal by the city whose designated employee will thereupon be authorized to enter upon the property involved and remove the graffiti.

(l) CITY REMOVAL – GRAFFITI ABATEMENT. The public works director or his/her designee shall, after the removal of graffiti from any property by the city, compute all expenses so incurred by the city, including any applicable administrative fees as determined by the office of the city clerk. All expenses shall be charged to and become an indebtedness of the owner of such premises; provided, however, that no such charge or levy shall be made against any property or the owner of property where the office of the city clerk has received a written authorization signed by such owner, or his/her authorized representative, permitting the city, or any other

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

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

NOTICE TO PAY GRAFFITI ABATEMENT LEVY

In accordance with the provisions of section 11-203 of the Code of the City of Haysville, Kansas, the City of Haysville has caused the graffiti upon

(legal)

AKA _____

(address)

to be removed at the City expense.

You are hereby notified that the total cost of _____ is now due and payable to the City of Haysville, Kansas.

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

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

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

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

(Code 2022)

11-204. Offenses affecting governmental functions.

(a) RESISTING ARREST.

(1) It shall be unlawful for any person, by use of force or violence or threat thereof, to intentionally prevent or attempt to prevent any law enforcement officer from arresting any person.

(2) It is no defense to a prosecution under this section that a law enforcement officer was attempting to make an arrest which was in fact unlawful if he or she was acting under color of his or her official authority and in making the arrest he or she did not resort to such excessive force as to give rise to a right of self-defense under state law.

Violation of this section is a Class A violation.

(b) DUTY TO OBEY POLICE, DUTY TO AID POLICE.

(1) No person shall refuse to assist any law enforcement officer in making an arrest or performing any other official duty, when requested to do so by such officer.

(2) It shall be unlawful for any person to willfully disobey a lawful order of law enforcement officer.

Violation of this section is a Class B violation.

(c) COMPENSATION FOR PAST OFFICIAL ACTS.

(1) Compensation for past official acts is giving or offering to give any public officer or employee any benefit, reward or consideration for having given, in his or her official capacity as

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

(2) This section shall not apply to the following:

(A) Gifts or other benefits conferred on account of kinship;

(B) Other personal, professional or trivial benefits incidental to person, professional or business contacts and involving no substantial risk of undermining official impartiality.

(d) FAILURE TO RETURN LIBRARY MATERIALS. It is unlawful for any person to fail to return any book, newspaper, magazine, pamphlet, manuscript, article, art, painting, phonograph record, film or any other property provided by the Haysville Public Library. It shall be prima facie evidence of intent to permanently deprive the owner of the possession, use or benefit thereof if the defendant failed to return such book or material within 30 days after receiving notice from the library requesting its return, in which case the subsequent return of the book or material within the 30-day period shall exempt such transaction from consideration as prima facie evidence as provided in this section.

(e) PENALTY. Each day this violation is committed shall constitute a separate violation. Violation of this section is a Class C Misdemeanor.

(Code 2007; Code 2008; Code 2009)

11-205. Offenses against public peace.

(a) PUBLIC URINATION. No person shall, within the corporate limits of the city, urinate upon any highway, street, alley or upon the premises of any public place or building or upon private property, in open view of any person, when the same has not been designated or designed as a restroom. Violation of this section is a Class A violation.

(b) DISTURBANCE OF RELIGIOUS ASSEMBLIES. Disturbance of religious assemblies is the disturbing of any congregation or assembly met for religious worship by making a noise or by rude and indecent behavior within their place of worship or so near the same as to disturb the order and solemnity of the meeting. Violation of this section is a Class C violation.

(c) LOITERING; STREETS, PUBLIC PLACES. Loitering in streets and other public places is the loitering on the public streets, bridges or walkways, school buildings or school grounds or any other public place or place accessible to the public without being engaged in some business demanding the person's presence upon such street, bridge, pedestrian walkway, school building, school grounds or at such public place or place accessible to the public or habitually

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

(d) LOITERING IN OR ABOUT SCHOOLS OR PUBLIC BUILDINGS OR PLACES PROHIBITED. It shall be unlawful for any person to loiter about or on any public, private or parochial school property or public building or place, either on foot or in or on any vehicle, without having some lawful business therein or thereabout.

(e) ANNOYING OR PREVENTING ORDERLY CONDUCT OR ACTIVITY IN OR ABOUT SCHOOLS OR PUBLIC BUILDINGS OR PLACES. It shall be unlawful for any person to annoy, disturb or otherwise prevent the orderly conduct of activity or classes on or about any public, private or parochial school or public building or place.

(f) ANNOYING, DISTURBING, ASSAULTING OR MOLESTING STUDENTS OR SCHOOL EMPLOYEES PROHIBITED. It shall be unlawful for any person to annoy, disturb, assault or molest any student or employee of any public, private or parochial school while such student or employee is in a school building, on school grounds or in any public building or place when engaged in or participating in any school-related activity.

(g) LEWD, WANTON OR LASCIVIOUS BEHAVIOR IN OR ABOUT SCHOOLS OR PUBLIC BUILDING OR PLACES PROHIBITED. It shall be unlawful for any person to conduct himself or herself in a lewd, wanton or lascivious manner, either in speech or conduct or behavior, in or about any public, private or parochial school building or school grounds, or public building or place.

(h) PARKING OR MOVING VEHICLES ON SCHOOL GROUNDS OR IN PUBLIC BUILDINGS OR PLACES FOR PURPOSES OF ANNOYING OR MOLESTING STUDENTS OR SCHOOL EMPLOYEES PROHIBITED. It shall be unlawful for any person to park or move a vehicle in, on or about the grounds of any public, private or parochial school building or grounds, or in or about any public building, public place or street for the purpose of annoying or molesting students or employees of such schools or for the purpose by unauthorized persons to induce, entice or invite students into such vehicles.

(i) UNAUTHORIZED PRESENCE IN SCHOOL BUILDINGS OR ON SCHOOL PREMISES. It shall be unlawful for any person to enter into or upon, or to remain in, on, or within any building, grounds or facilities within the jurisdiction of the Haysville unified school district which are located within the corporate limits of the city after 11:00 p.m. or before 6:00 a.m. without the specific authorization of the Haysville unified school district, or at any time when said district has determined that said period shall be from 12:00 a.m. to 6:00 a.m. and has given prior notice of such determination to the police department of the city of Haysville.

(j) ERECTION OF TENTS AND BUILDINGS ON CERTAIN SCHOOL DISTRICT PROPERTY PROHIBITED. It shall be unlawful for any person to build or place any tent, building, booth, stand

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

(k) ALCOHOLIC LIQUOR OR CEREAL MALT BEVERAGE PROHIBITED ON CERTAIN SCHOOL DISTRICT PROPERTY. It shall be unlawful for any person to possess or consume any alcoholic beverage on or in any property, on or in any building or other premises, located within the corporate limits of the city and under the jurisdiction of the Haysville unified school district. For the purposes of this section, "alcoholic liquor" shall have the meaning provided to such term by K.S.A. 1-102 and amendments thereto, and "cereal malt beverage" shall have the meaning provided thereto by K.S.A. 41-2701 and amendments thereto.

(l) ERECTION OF TENTS AND BUILDINGS ON CERTAIN CITY PROPERTIES PROHIBITED. It shall be unlawful to build or place any tent, building, booth, stand or structure in or upon any of the parks or recreation facilities under the jurisdiction of the city ~~for a period exceeding four (4) days~~ without first having obtained approval for such building or placement from the governing body of the city.

(m) ALCOHOLIC LIQUOR OR CEREAL MALT BEVERAGE ON CERTAIN PUBLIC PROPERTIES PROHIBITED. It shall be unlawful for any person to consume or possess alcoholic liquor or cereal malt beverage on any property or premises under the control of the park board of the city, without prior authorization of the governing body of the city. For the purpose of this section, "alcoholic liquor" shall have the meaning provided by such term by K.S.A. 1-102 and amendments thereto, and "cereal malt beverage" shall have the meaning provided by K.S.A. 41-2701 and amendments thereto.

(n) CLASSIFICATION OF OFFENSES. Subsections (e) through and including (n) of the above stated unlawful actions shall be a Class C violation.

(o) LOUD AND UNNECESSARY NOISE PROHIBITED

(1) It shall be unlawful for any person to permit, make, continue, maintain or cause to be made or continue any excessive, unreasonable or unusually loud noise which disturbs, injures, endangers the repose, health, peace or safety of other people of ordinary sensitivity within the vicinity of the noise.

(2) It shall be unlawful for any person to use, operate or permit the use or operation of any electronic device, radio, receiving set, television, musical instrument, phonograph or other

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

(3) No person shall permit or participate in or be in any party or gathering of people from which sound emanates at a sufficient volume so as to disturb the peace, quiet or repose of the neighboring inhabitants of ordinary sensitivity. A police officer may order all such persons present at any such party or gathering to immediately disperse from the vicinity of any such party or gathering in lieu of being charged under this section; provided; however, owners or tenants are not required to leave their own dwelling unit. Owners or tenants of the location where the party or gathering occurs shall, upon request of a police officer, cooperate fully in immediately abating the disturbance. Failing to immediately cooperate with law enforcement efforts to remedy and resolve the noise disturbance shall be in violation of this section.

(4) No property owner shall permit their property to be used in violation of this section. Property owners shall make a reasonable effort to notify all tenants, lessees, and invitees of the City's noise restrictions, and shall make every effort to assist law enforcement with immediately abating the disturbance occurring upon their property when requested by law enforcement. Multiple complaints occurring against a single property may be evidence that a property owner is permitting their property to be used in violation of this section.

(5) DEFINITIONS. For purposes of this section, these terms shall be defined as follows:

(A) Neighboring inhabitants includes those persons residing in single family dwellings, multiple family dwellings, boarding house rooms, hotel rooms or motel rooms, or businesses within the vicinity of the noise.

(B) Excessive, unreasonable or unusually loud noise shall be a determination of legal fact based upon those indicators that a reasonable person would objectively find to 1) disturb the peace, quiet or repose of the area, 2) cause physical injury or property damage, or 3) endanger the safety of the area, when any individual actually experiences such harm.

(6) The following situations are exempt from noise ordinance regulations:

(A) Emergency work necessary to restore property to a safe condition or to protect a person and property from eminent danger;

(B) Emergency vehicles;

(C) Alarm systems;

(D) Residential and Commercial trash and solid waste collection service during the hours outlined in Chapter 8 of this Code;

(E) Aircraft or railroads;

(F) Noise resulting from the activities of a temporary duration planned by school/university, governmental or community groups;

(G) Air conditioners

(H) Lawn care equipment operated between 7:00 a.m. and 9:00 p.m.;

(I) Construction operations; and

(J) Church bells and campanile chimes.

(7) Penalty, Any person who violates any of the provisions of this section within the corporate limits of the city is guilty of a misdemeanor and upon conviction thereof shall be fined in the amount not exceeding \$500.00 or be imprisoned in jail for a period not to exceed one (1) month, or by both such fine and imprisonment. Each day a violation is committed or permitted to continue shall constitute a separate offense.

(8) EXCEPTIONS. The following activities, as long as they are conducted in daytime hours as a normal function of a permitted use and the equipment is maintained in proper working condition, are exempted from the provisions of this chapter:

(A) Lawn maintenance;

(B) Repair of personal use vehicles;

(C) Home repair of place of residence

(9) PENALTY. Any person who violates any of the provisions of this section within the corporate limits of the city is guilty of a misdemeanor and upon conviction thereof shall be fined in the amount not exceeding \$500.00 or be imprisoned in jail for a period not to exceed six (6) months, or by both such fine and imprisonment. Each day a violation is committed or permitted to continue shall constitute a separate offense.

(p) CAMPING. It shall be unlawful and a public nuisance for any person to camp in the following areas, unless otherwise allowed by the Code of the City of Haysville or by permit issued pursuant to Section 12-116:

(1) Within 100 feet of any public infrastructure;

(2) Within 20 feet of any doorway, loading dock, stairway or fire escape;

(3) Upon private property, except by the owner of record or a lawful tenant for a period not to exceed 10 days within a six-month period;

(4) Upon any public park; or

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

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

11-206. Molotov cocktails.

(a) MOLOTOV COCKTAILS. Unlawful possession, use and transportation of a “Molotov cocktail” is the transporting, use or possession or control of a container of incendiary or explosive material liquid, solvent or mixture, equipped with a fuse, wick or other detonating device of a kind commonly known as a “Molotov cocktail.” Unlawful possession, use or transportation of “Molotov cocktail” is a Class A violation.

(b) PENALTY. Any person who violates the provisions of this section shall, upon conviction be punished by a fine of up to \$2,000.00 or by imprisonment for up to 1 year, or by both such fine and imprisonment.

(Code 2015; Code 2022)

11-207. Offenses against public morals.

(a) CONFISCATION, DESTRUCTION OF GAMBLING DEVICES. Upon conviction of any person under the provisions of this section, the municipal judge shall, as a part of his or her judgment, order the destruction of all punch boards, slot machines or other gambling devices or material used by or in possession of the defendant, and the chief of police shall execute such judgment by publicly destroying or causing to be destroyed punch boards, slot machines or any other gambling device or equipment by burning or otherwise, which destruction shall take place after the devices are no longer needed as evidence.

(b) OBSCENITY; BUILDING OR STRUCTURE. It shall be unlawful for any person to write or inscribe any obscene or vulgar picture, design or words at or on any place open to public view.

Violation of this section is a Class C violation.

(Code 2015; Code 2022)

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

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

(b) PURCHASE OR POSSESSION OF VAPOR PRODUCTS BY A MINOR. It shall be unlawful for any person:

(1) Who is under 21 years of age to purchase or attempt to purchase vapor products; or

(2) Who is under 21 years of age to possess or attempt to possess vapor products.

(3) Violation of this section shall be an ordinance infraction for which the fine shall be \$200.

For a juvenile's first offense under this section, the court may order the juvenile to perform community service of up to fifteen (15) hours and/or complete an educational course on the effects and dangers of vaping products in addition to or in lieu of the fine provided herein. Any community service or educational course offered by the court shall be completed not later than six months after the fine is imposed or by an earlier date specified by the court. The judge also may require the juvenile to appear in court with a parent or legal guardian.

(c) SELLING, GIVING, OR FURNISHING VAPOR PRODUCTS TO A MINOR

(1) It shall be unlawful for any person to:

(A) Sell, furnish, or distribute vapor products to any person under 21 years of age; or

(B) Buy any vapor products for any person under 21 years of age.

(2) It shall be a defense to a prosecution under this section if:

(A) The defendant sold, furnished or distributed vapor products to the person under 21 years of age with reasonable cause to believe the person was of legal age to purchase or receive vapor products; and

(B) To purchase or receive the vapor products, the person under 21 years of age exhibited to the defendant a driver's license, Kansas non-driver's identification card or other official or apparently official document containing a photograph of the person and purporting to establish that the person was of legal age to purchase or receive vapor products.

(C) For purposes of this section, the person who violates this section shall be the individual directly selling, furnishing, or distributing the vapor products to any person under 21 years of age or the retail dealer who has actual knowledge of such selling, furnishing, or distributing by such individual or both.

(3) It shall be a defense to a prosecution under this subsection if:

(A) The defendant engages in the lawful sale, furnishing or distribution of vapor products by mail; and

(B) The defendant sold, furnished, or distributed the vapor products to the person by mail only after the person had provided to the defendant an unsworn declaration, conforming to K.S.A. 53-601 and amendments thereto, that the person was 21 or more years of age.

(4) As used in this section, sale means any transfer of title or possession or both, exchange, barter, distribution, or gift of vapor products, with or without consideration.

(5) Violation of this subsection shall constitute a Class B violation punishable by a minimum fine of \$200.

(Code 2022; Code 2024)

11-209. -Possession of a firearm under the influence.

(a) Possession of a firearm under the influence is knowingly possessing or carrying a loaded firearm on or about such person, or within such person's immediate access and control while in a vehicle, while under the influence of alcohol or drugs, or both, to such a degree as to render such person incapable of safely operating a firearm.

(b) Possession of a firearm under the influence is a class A nonperson misdemeanor.

(c) This section shall not apply to:

(1) A person who possesses or carries a firearm while in such person's own dwelling or place of business or on land owned or possessed by such person; or

(2) the transitory possession or use of a firearm during an act committed in self-defense or in defense of another person or any other act committed if legally justified or excused, provided such possession or use lasts no longer than is immediately necessary.

(d) If probable cause exists for a law enforcement officer to believe a person is in possession of a firearm under the influence of alcohol or drugs, or both, such law enforcement officer shall request such person submit to one or more tests of the person's blood, breath, urine or other bodily substance to determine the presence of alcohol or drugs. The selection of the test or tests shall be made by the officer.

(e) (1) If a law enforcement officer requests a person to submit to a test of blood under this section, the withdrawal of blood at the direction of the officer may be performed only by:

(A) A person licensed to practice medicine and surgery, licensed as a physician's assistant, or a person acting under the direction of any such licensed person;

(B) a registered nurse or a licensed practical nurse;

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

(D) a phlebotomist.

(2) A law enforcement officer may direct a medical professional described in this subsection to draw a sample of blood from a person if the person has given consent or upon meeting the requirements of subsection (d).

(3) When so directed by a law enforcement officer through a written statement, the medical professional shall withdraw the sample as soon as practical and shall deliver the sample to the law enforcement officer or another law enforcement officer as directed by the requesting law enforcement officer as soon as practical, provided the collection of the sample does not jeopardize the person's life, cause serious injury to the person or seriously impede the person's medical assessment, care or treatment. The medical professional authorized herein to withdraw the blood and the medical care facility where the blood is drawn may act on good faith that the requirements have been met for directing the withdrawing of blood once presented with the written statement provided for under this subsection. The medical professional shall not require the person to sign any additional consent or waiver form. In such a case, the person authorized to withdraw blood and the medical care facility shall not be liable in any action alleging lack of consent or lack of informed consent.

(4) Such sample or samples shall be an independent sample and not be a portion of a sample collected for medical purposes. The person collecting the blood sample shall complete the collection portion of a document provided by law enforcement.

(5) If a sample is to be taken under authority of a search warrant, and the person must be restrained to collect the sample pursuant to this section, law enforcement shall be responsible for applying any such restraint utilizing acceptable law enforcement restraint practices. The restraint shall be effective in controlling the person in a manner not to jeopardize the person's safety or that of the medical professional or attending medical or health care staff during the drawing of the sample and without interfering with medical treatment.

(6) A law enforcement officer may request a urine sample upon meeting the requirements of subsection (d).

(7) If a law enforcement officer requests a person to submit to a test of urine under this section, the collection of the urine sample shall be supervised by:

(A) A person licensed to practice medicine and surgery, licensed as a physician's assistant, or a person acting under the direction of any such licensed person;

(B) a registered nurse or a licensed practical nurse; or

(C) a law enforcement officer of the same sex as the person being tested.

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

(8) The person performing or assisting in the performance of any such test and the law enforcement officer requesting any such test who is acting in accordance with this section shall not be liable in any civil and criminal proceeding involving the action.

(f) (1) The person's refusal shall be admissible in evidence against the person at any trial on a charge arising out of possession of a firearm under the influence of alcohol or drugs, or both.

(2) Failure of a person to provide an adequate breath sample or samples as directed shall constitute a refusal unless the person shows that the failure was due to physical inability caused by a medical condition unrelated to any ingested alcohol or drugs.

(3) In any criminal prosecution for a violation of this section, if the court finds that a person refused to submit to testing when requested pursuant to this section, the county or district attorney, upon petition to the court, may recover on behalf of the state, in addition to the criminal penalties provided in this section, a civil penalty not exceeding \$1,000 for each violation.

(g) If a person who holds a valid license to carry a concealed handgun issued pursuant to K.S.A. 75-7c01 et seq., and amendments thereto, is convicted of a violation of this section, such person's license to carry a concealed handgun shall be revoked for a minimum of one year for a first offense and three years for a second or subsequent offense.

(h) In any criminal prosecution for possession of a firearm under the influence of alcohol or drugs, or both, evidence of the concentration of alcohol or drugs in the defendant's blood, urine, breath or other bodily substance may be admitted and shall give rise to the following:

(1) If the alcohol concentration is less than .08, that fact may be considered with other competent evidence to determine if the defendant was under the influence of alcohol or drugs, or both.

(2) If the alcohol concentration is .08 or more, it shall be prima facie evidence that the defendant was under the influence of alcohol.

(3) If there was present in the defendant's bodily substance any narcotic, hypnotic, somnifacient, stimulating or other drug which has the capacity to render the defendant incapacitated, that fact may be considered to determine if the defendant was under the influence of alcohol or drugs, or both.

(i) The provisions of subsection (h) shall not be construed as limiting the introduction of any other competent evidence bearing upon the question of whether or not the defendant was under the influence of alcohol or drugs, or both.

(j) Upon the request of any person submitting to testing under this section, a report of the results of the testing shall be made available to such person.

(Code 2026)

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

(a) Interference with parental custody is taking or enticing away any child under the age of 16 years with the intent to detain or conceal such child from the child's parent, guardian or other person having the lawful charge of such child.

(b) Interference with parental custody is a class A person misdemeanor, if the defendant is a parent entitled to joint custody of the child either on the basis of a court order or by virtue of the absence of a court order.

(c) It is not a defense to a prosecution under subsection (a) that the defendant is a parent entitled to joint custody of the child either on the basis of a court order or by virtue of the absence of a court order.

(Code 2026)

CHAPTER 12. PUBLIC PROPERTY

Article 1. Parks, Recreational Areas

12-101. Purpose and intent.

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

(Ord. 278, Sec. 2)

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

City park facilities will be closed to the public from 12:00 midnight to 5:00 a.m. daily, except Kirby Park, Old Oak Park and Timberlane North Park will be closed to the public from 10:00 p.m. to 5:00 a.m. daily. The hours of the Skate Park shall be from 15 minutes after sunrise until 15 minutes before sunset, as those times are provided by any local weather service. Hours of operation of any park facility may be temporarily modified for special events by action of the Governing Body.

The fees for use of such park facilities will be those determined from time to time by the Governing Body in consultation with city administrative personnel.

(Ord. 278-B; Code 2003, Ord. 888; Ord. 972; Code 2015)

12-103. Injuring property or removing equipment.

It shall be unlawful for any unauthorized person to break, cut, mutilate or injure, remove or carry away, any stone or stonework, bench, chair, seat, bower, stand, structure, fence or property, or anything whatsoever, in or upon any park, playground, golf course or recreational facility, or upon any other property owned or controlled by the city.

(Ord. 278, Sec. 4)

12-104. Trash, rubbish.

It shall be unlawful for any person to throw stones, sticks or rubbish of any kind into any lake, pond, stream or swimming pool and/or to deposit trash or rubbish of any kind in or upon any

park, playground, golf course or recreational facility or upon any other property owned or controlled by the city, except in containers or facilities provided therefore.

(Ord. 278, Sec. 5)

12-105. Chasing game and animals.

It shall be unlawful for any person, other than a city officer or employee in the lawful discharge of his or her duty, to chase, kill, set snares for or catch any birds or wild animals in or upon any of the parks, playgrounds, golf courses or recreational facilities or upon any other property owned or controlled by the city.

(Ord. 278, Sec. 6; Code 2003)

12-106a. Hunting.

(a) It shall be unlawful for any person to hunt, or discharge a weapon in an attempt to hunt, in or upon property owned or controlled by the city except in those areas specifically so designated by the governing body. Hunting shall be defined as by state statute and/or regulation.

(b) The taking, catching or killing of bullfrogs is prohibited on all city owned waters.

12-106b. Fishing

(a) Fishing shall be in designated areas only, and unless exempt by law, a state issued fishing license is required and must be shown upon request of any law enforcement officer, Kansas Department of Wildlife and Parks Employee, or other state enforcement official.

(b) Fishing is permitted in city owned waters located within the following city parks:

(1) Riggs Park

(2) Old Oak Park

(3) Kirby Park

(4) Timberlane North Park

(5) Randal L Dorner Park

(c) Seining, and use of dip and cast nets, is prohibited on all city owned waters.

(d) Creel limits. A creel limit is the maximum number of a species of fish that can be taken per person in a calendar day.

(e) Length limits. Minimum length limits mean that fish shorter than a certain length cannot be kept.

(f) The following creel and length limits are hereby adopted:

(1) Channel Catfish: 5 per day.

(2) Largemouth Bass: 2 per day creel limit, with an 18 inch minimum length limit.

(3) All other species of fish: 4 per day creel limit.

(Ord. 515; Code 2003, Ord. 888; Ord. 973; Code 2015)

12-107. Permits.

(a) Permits will be required to reserve any Park Shelter House, Senior Center, Dewey Gunzelman Memorial Pool, Haysville Activity Center, Plagens-Carpenter Park, Band Shell, Historic District Gazebo, the Home Town Market facility, or the Haysville Community Building and the fees are as established by Chapter 17. Requests for reservations shall be made in the city clerk's office, and all reservations are subject to availability.

(b) Three (3) copies of the permit will be issued:

(1) One to the user of the shelter house, band shell or community building;

(2) One to the police department; and

(3) One will be filed at the city building.

(c) To reserve a park site for the use of inflatable playground equipment. This permit requires:

(1) Proof of liability insurance naming City as additional insured in the amount of \$1 million dollars;

(2) Proof of business license from the business' originating City;

(3) All contact and reservation information required by City Clerk.

(Ord. 278, Sec. 8; Code 2003; Code 2007; Ord. 941, Ord. 958)

12-108. Horseback riding.

Horseback riding shall be permitted only in areas that have been so designated.

(Ord. 278, Sec. 9)

12-109. Fires.

Fires may be built only in ovens, stoves, fireplaces, portable grills or other facilities designed for that purpose and all such fires shall be extinguished before leaving the area. Fires may be prohibited entirely as a protective measure when ordered by the chief of police.

Charcoal briquettes, wood or other materials used for fire or cooking purposes shall be extinguished before being deposited in trash containers. No hot or burning coals or materials of any kind shall be dumped or deposited on the grass.

(Ord. 278, Sec. 10)

12-110. Swimming, bathing, wading, skating or use of a vessel.

Swimming, bathing, wading, skating, or the use of vessels in any of the ponds, lakes, rivers or waterways in parks or recreational facilities is prohibited except in designated areas, with city approval. The term vessel used herein means “every description of watercraft used or capable of being used as a means of transportation on water.”

(Ord. 278, Sec. 11)

12-111. Archery.

Archery shall be permitted only in designated areas.

(Ord. 278, Sec. 12)

12-112. Unmanned aircraft systems.

(a) Purpose. The City of Haysville encourages the safe and responsible use of Unmanned Aircraft. This section is designed to empower innovation while protecting and promoting the health, safety, and welfare of its citizens.

(b) Definitions. An “Unmanned Aircraft System” (“UAS”) shall mean an aircraft operated without the possibility of direct human intervention from within or on the aircraft. This definition includes devices commonly referred to as drones, remote controlled aircraft, model aircraft and model rockets.

(c) Prohibited Use.

(1) No person may take off or land an UAS on the private property of another individual or entity without express permission of the owner of such property.

(2) No person may take off or land an UAS on any City owned property except for the following designated areas: All City Parks.

(d) No Reckless Operation. No person may operate an UAS in a reckless manner so as to create:

(1) a substantial risk of serious physical injury to another, including but not limited to operating

an UAS in the airspace directly above or over any person; or (2) a substantial risk of damage to the property of another.

(e) Penalties. A person found guilty of a reckless operation or operation out of compliance with this section, may be punished by a fine not to exceed \$500.

(f) Exceptions. This section does not apply to an UAS that is operated by or on behalf of the City of Haysville, or any other public agency for government related purposes in compliance with all federal laws and regulations and operated in compliance with City of Haysville policies.

(Ord. 1044)

12-113. Motor or engine-driven vehicles other than park maintenance vehicles.

Motor or engine-driven vehicles, including but not limited to go-carts, motorcycles, motor scooters, mini-bikes and motored bicycles, shall be permitted only in designated areas.

(Ord. 278, Sec. 14)

12-114. Fireworks in the park.

The discharging of fireworks in the city park areas will be in compliance with the existing city laws and in designated areas only.

(Ord. 278, Sec. 15)

12-115. Cereal malt or alcoholic beverages within public parks and city owned facilities.

(a) The use or consumption of any cereal malt beverage, or alcoholic liquor is prohibited in any park or City Owned facility, except in conformance with a lawfully issued Special Event Permit.

(b) The following areas are exempt from the provisions of K.S.A. 41-719(d): (i) The Historic District; (ii) Riggs Park - Lions Shelter; (iii) Senior Center - Entire facility except office and storage rooms; (iv) Activity Center – gym, rental room and patio and walkway between the gym and rental room; and (v) Riggs Park – Area just southeast of the Band Shell consisting of a trapezoid with the following parameters: The northern line of the trapezoid shall be 25 feet in length and 15 feet south of the southeast side of the stage and 10 feet from the sidewalk in front of the stage; at the eastern terminus of the northern line, the line shall continue south by southeast 95 feet in length; the southern line shall then run west 48 feet to the southwest corner of the area; then the west line shall travel 95 feet north by northeast to meet with the western edge of the northern line.

(c) Alcoholic liquor or cereal malt beverage consumption in any area described in subsection (b) above is (i) limited to only those occasions associated with an agreement or permit issued by the City in which such consumption is specifically allowed and (ii) exempt from the

requirements of Chapter 3 Article 1 Section 109 and Chapter 3 Article 4 Section 402, subsections (a) and (b) of the Code of the City of Haysville, regarding distance restrictions, waiver and public hearing.

(Ord. 278, Sec. 16; Code 2015; Code 2016; Ord. 1066; Code 2022; Ord. 1130)

12-116. Overnight camping or camp-outs.

Overnight camping or camp-outs will be permitted in designated areas only and only by those holding a valid city permit. (See also Section 11-205)

(Ord. 278, Sec. 17; Code 2026)

12-117. Respecting other members of the public.

No insulting and/or disrespectful language is allowed on park property. This includes but is not limited to the use of any teasing, name-calling or vulgar language.

(Ord. 1126)

12-118. Damage to park property.

Damaging or destroying any park property is not permitted.

(Ord. 1126)

12-119. No physical violence.

No physical violence, including but not limited to pushing, shoving, or hitting is allowed on park property.

(Ord. 1126)

12-120. Bicycles, roller skates and skateboards.

No bicycles, roller skates or skateboards are permitted on playground equipment.

(Ord. 1126)

12-121. Pets in playgrounds.

No pets are allowed in any playground areas.

(Ord. 1126)

12-122. Glass containers.

No glass or glass containers are allowed in any playground area.

(Ord. 1126)

12-123. Use of gum.

No gum is allowed in any playground area.

(Ord. 1126)

CHAPTER 14. TRAFFIC

Article 1. Standard Traffic Ordinance

14-101. Standard traffic ordinance incorporated.

There is hereby incorporated by reference for the purpose of regulating traffic within the corporate limits of the City of Haysville, Kansas, that certain standard traffic ordinance known as the “Standard Traffic Ordinance for Kansas Cities, 51st Edition published in ~~2024~~2025”, prepared and published in book form by the League of Kansas Municipalities, Topeka, Kansas. Not less than one (1) copy of the standard traffic ordinance shall be marked or stamped “Official Copy as Adopted by the Code of the City of Haysville” and to which shall be attached a copy of the incorporating ordinance adopting the standard code with any amendments not otherwise set forth within the Haysville Municipal Code, and such copy shall be filed with the city clerk to be open to inspection and available to the public at all reasonable hours. The police department, municipal judge and all administrative departments of the city charged with enforcement of the ordinance shall be supplied, at cost to the city, such number of official copies of the standard traffic ordinance similarly marked, as may be deemed expedient. All amendments to such Standard Traffic Ordinance as set forth within this Chapter shall be incorporated into the Official Copy of the Standard Traffic Ordinance, including a copy of this Chapter.

(Ord. 493-A; Ord. 823; Code 2003, Code 2004, Code 2005, Code 2006; Code 2007; Code 2008; Code 2009; Code 2010, Ord. 971; Ord. 983; Ord. 997, Code 2013; Ord. 1005, Code 2014; Ord. 1018, Code 2015; Ord. 1037, Code 2016; Ord. 1048, Code 2018; Ord. 1056, Code 2019; Ord. 1065, Code 2020; Code 2022; Code 2023; Code 2024; Code 2025; Code 2026)

Article 2. Local Provisions

14-201. Loud sound amplification systems prohibited.

No person operating or occupying a motor vehicle on a street, highway, alley, parking lot or driveway shall operate or permit the operation of any sound amplification system from within the vehicle so that the sound is plainly audible at a distance of fifty (50) or more feet from the vehicle.

(a) “Sound amplification system” means any radio, tape player, compact disc player, loud speaker or other electronic device used for the amplification of sound.

(b) “Plainly audible” means any sound produced by a sound amplification system from within the vehicle, which clearly can be heard at a distance of fifty (50) feet or more. Measurement standards shall be by the auditory senses, based upon direct line of sight. Words phrases need not be discernible and bass reverberations are included. The motor vehicle may be stopped, standing, parked or moving on a street, highway, alley, parking lot or driveway.

(c) It is an affirmative defense to a charge under this section that the operator was not otherwise prohibited by law from operating the sound amplification system, and that any of the following apply:

- (1) The system was being operated to request medical or vehicular assistance or to warn of a hazardous road condition.
- (2) The vehicle was an emergency or public safety vehicle.
- (3) The system was used for the purpose of giving instructions, directions, talks, addresses, lectures or transmitting music to any persons or assemblages or persons in compliance with the code of the city.
- (4) The vehicle was used in authorized public activities such as parades, fireworks, sports events, musical productions and other activities which have the approval of the department of the city to grant such approval.

(Ord. 823; Code 2003)

14-202. Careless driving.

No person shall operate or handle any vehicle in such a manner as to indicate a careless or heedless disregard for the rights or safety of others, or in such a manner as to endanger or be likely to endanger any person or property. No driver, while driving, shall engage in any activity which interferes with the safe operation and control of his or her vehicle. Provided, that this section shall not apply to a vehicle driven by a person on property owned by him or her.

(Ord. 823)

14-203. Defective speedometer.

It shall be unlawful for any person to drive or operate a motor vehicle, or the owner of any motor vehicle to allow or permit any other person to drive or operate such motor vehicle he or she owns, upon any public street, alley, highway or thoroughfare of the city unless such motor vehicle has a properly functioning speedometer.

(Ord. 493, Sec. B; Ord. 823)

14-204. Breath alcohol analysis fee.

(a) Any person convicted or diverted, or adjudicated or diverted under a preadjudication program, pursuant to K.S.A. 222906 et seq., or 12-4414 et seq., and amendments thereto, of a violation of K.S.A. 81567 and amendments thereto, shall pay a separate court cost hereinafter known as the breath alcohol analysis fee, such fee to be set forth in Chapter 17.

(b) Such fee shall be deposited into the breath alcohol analysis fee fund of the Haysville Police Department, and all such monies shall be utilized for:

- (1) Providing criminalistic analysis services associated with breath alcohol analysis;
- (2) The purchase and maintenance of equipment associated with breath alcohol analysis for use by the Haysville Police Department in performing analysis; and
- (3) Education, training and scientific development of Haysville Police Department Personnel.

14-205. Stopping, standing or parking in front of mailboxes prohibited.

Parking in front of mailboxes between the hours of 8:00 a.m. and 5:00 p.m., or blocking a mail delivery vehicle from delivering mail is prohibited, and may be punished by a fine of \$ 5 plus court costs.

14-206. Skateboards, roller skates, and inline skates; use restricted.

(a) It is unlawful for any person upon a skateboard, roller skates or inline skates:

(1) To go upon any other parking lot, parking garage or property within the city when such property is clearly and visibly marked by a sign or signs indicating that skateboard, roller skate and inline skate use thereon is prohibited. Such signs shall have lettering at least one and one-half inches high and one-half inch wide. When such signs are present upon privately owned property, the police department shall be authorized thereby to enforce the provisions of this section; ~~To go upon any park owned or maintained by the city excluding the hike and bike path, old oak skate park, sidewalks throughout the city and basketball courts located on city owned park properties;~~

(2) To coast or otherwise move upon a skateboard, roller skates, or inline skates in a reckless manner on any public sidewalk, or without exercising due care for the safety of others using the sidewalk, or to otherwise endanger or interfere with pedestrian traffic. ~~To go upon any parking lot owned or maintained by the city;~~

(3) To go upon any other parking lot, parking garage or property within the city when such property is clearly and visibly marked by a sign or signs indicating that skateboard, roller skate and inline skate use thereon is prohibited. Such signs shall have lettering at least one and one-half inches high and one-half inch wide. When such signs are present upon privately owned property, the police department shall be authorized thereby to enforce the provisions of this section;

(4) To coast or otherwise move upon a skateboard, roller skates, or inline skates in a reckless manner on any public sidewalk, or without exercising due care for the safety of others using the sidewalk, or to otherwise endanger or interfere with pedestrian traffic.

(b) Responsibility of Parent. No parent or legal guardian having the care and custody of a minor shall fail to properly supervise and care for such child in that such failure of supervision or care shall cause, permit, allow, or fail to prevent the child from violating the provisions of subsection (a) as set forth above.

(c) Penalty.

(1) Any person who violates any provisions of this article, shall, upon conviction thereof, be guilty of an infraction, and shall be punished by a fine of not more than fifty dollars (\$50.00) for a first offense, and a fine of not less than fifty dollars (\$50.00) nor more than five hundred dollars (\$500.00) for any subsequent offense.

(2) Minors. Any minor violating the provisions of this chapter shall be dealt with in accordance with Kansas juvenile court law and procedure. Any police officer finding a minor under the age of eighteen (18) years violating the provisions of this chapter shall warn the child to desist from such violations and shall cause written notice to be served upon the parent, guardian or person in charge of said child, setting forth the manner in which the provision of this section have been violated. For purposes of this section, notice shall be deemed properly served upon such parent, guardian or person in charge of a child if a copy thereof is served upon him or her personally or if a copy thereof is sent by certified mail, return receipt requested, to his or her last known address.

(3) Penalty for Parent, Guardian or Other Person Having the Care and Custody of a Child. Any parent, guardian or person having the care and custody of a minor less than eighteen (18) years of age, who shall permit or fail to prevent such child from violating the provisions of this section after receiving written notice that such child has previously violated provisions of this section, shall, upon conviction thereof, be guilty of an infraction, and shall be punished by a fine of not more than fifty dollars (\$50.00) for a first offense, and a fine of not less than fifty dollars (\$50.00) nor more than five hundred dollars (\$500.00) for any subsequent offense. For purposes of determining subsequent offenses, the court shall determine the number of times such parent, guardian, or person having the care and custody of a child has been convicted of violating subsection (b), and shall not consider 1) whether the minor was charged or convicted in juvenile court, or 2) whether the adult was previously convicted of a violation of such code as a result of the actions of a minor other than the minor involved in such subsequent violation.

(Ord. 358, Sec. 5; Ord. 823; Code 2003, Ord. 876; [Code 2026](#))

14-207. Unlawful operation of a golf cart.

(a) It shall be unlawful for any person to operate a golf cart on any street or roadway within the corporate limits of the City unless:

- (1) The speed limit is twenty (20) miles per hour or less and,
 - (2) The operator of the golf cart has a valid driver's license and,
 - (3) The golf cart is registered as a special purpose vehicle with the police department and displays a valid registration and is insured in accordance with Section 14-208.
- (b) Notwithstanding the provisions of section (a) above, it shall be unlawful for any person to operate a golf cart:
- (1) On any state highway, federal highway or interstate highway within corporate city limits.
 - (2) On any sidewalk, jogging path, trail or any location normally used for pedestrian traffic unless designated as a golf cart path.
 - (3) On any street or roadway within the corporate limits of the City between sunset and sunrise unless equipped with:
 - (A) lights as required by state law for motorcycles; and
 - (B) a properly mounted slow-moving vehicle emblem as required by K.S.A. 8-1717, and amendments thereto.
 - (C) On private property without permission of the owner(s).
 - (D) In a manner where the golf cart suddenly leaves a golf cart path or other place of safety and drives or proceeds into the path of a vehicle which is so close as to constitute an immediate hazard.
 - (E) The number of occupants allowed on a golf cart shall be limited to the number of factory installed seats.
- (c) The provision of this section shall not prohibit a golf cart from crossing a street or highway with speed limits above twenty (20) miles per hour. For any streets with speed limits of thirty five (35) miles per hour or greater, golf carts must cross at a signalized intersection.
- (d) The provisions of this section shall not prohibit the operation of any golf cart in the course of authorized duties on behalf of any governmental entity.
- (e) Violation of this section shall be punishable by a fine of not more than one thousand dollars or by imprisonment for not more than six (6) months or by both such fine and imprisonment.
- (Code 2025)

14-208. Special purpose vehicles; registration and license; application; fee.

(a) No special purpose vehicle shall be operated on a highway, street or other property open to use by the public and located within the corporate limits of the city unless such vehicle is first registered with the police department and displays a valid annual registration decal so as to be clearly visible from the rear of the vehicle.

(b) Application for registration shall be made on forms provided by the city. Each application shall include the name of the owner, the address of the owner's residence or bona fide place of business, and a brief description of the vehicle to be registered including make, model and serial number, if any. Proof of insurance shall be furnished at the time of application for registration.

~~(c) A receipt from the Sedgwick County treasurer's office showing property taxes have been paid on the golf cart for that year.~~

(d) The annual registration fee for a special purpose vehicle shall be ~~twenty-five~~ as stated in Chapter 17, regardless of when the application is made. Such fee shall be paid in full with the application. Registrations shall be valid for the calendar year.

(e) Registration decals issued hereunder are nontransferable.

(f) Violation of this section shall be deemed a traffic infraction, and the municipal court shall establish a fine therefore.

(Code 2025; Code 2026)

Article 3. Truck/RV Parking and Inoperable Vehicles

14-301. Residential district defined.

A residential district shall be defined for purposes of this article as any territory, area and/or street located within the corporate limits of the city upon which or in there are located structures occupied as residential dwellings or other places of abode and the streets, roadways, alleyways, or other ways used for vehicular traffic within said areas are subject to a speed limit of twenty (20) miles per hour.

(Ord. 390, Sec. 2; Ord. 823; Code 2003)

14-302. Truck and recreational vehicles, trailers, parking restrictions.

It shall be unlawful for any owner or operator of a recreational vehicle to park such vehicle on any highway or street within the corporate limits of the city. Except the owner or operator of a recreational vehicle may park on the street at his or her residence for the purpose of loading or unloading for a period not to exceed twelve (12) hours in any one week period. For the purpose of this article, one week shall be defined as Sunday through Saturday. Pickup trucks that have toppers or slide in toppers that do not extend over the cab of the truck are not considered

recreational vehicles. It shall be unlawful for any person/persons to park a trailer that is not attached to a motor vehicle on any highway or street within the corporate city limits of the city. Trailers attached to motor vehicles that are parked on any highway or street within the corporate limits of the city shall have reflective lights/tape that is visible for four hundred fifty (450) feet by any approaching vehicle. Trailers attached to motor vehicles that block the view of person/persons operating a motor vehicle will not be allowed to park on any highway or street within the corporate city limits. It shall be unlawful for any person operator of a truck, bus, tractor-trailer unit, truck trailer unit larger than what is commonly referred to as a 1-ton truck (with a gross vehicle weight rating of 16,001 pounds or more), or a box type truck used for commercial purposes to park the same on any street in any residential district inside the corporate city limits, longer than a period necessary for loading or unloading of merchandise or household goods; PROVIDED, that the vehicle shall be promptly moved upon completion of the loading or unloading.

(Ord. 768; Ord. 797; Ord. 806; Code 2003; Code 2018)

14-303. Vehicles unattended.

It shall be unlawful for any person or business operating or owning any truck, tractor-trailer unit, or other vehicle to leave such vehicle unattended at any time on any public street when such vehicle is actually loaded with or contains gasoline, kerosene, naphtha, ammonia, explosives, volatile chemicals, benzene, or any crude petroleum, toxic or flammable materials other than the fuel load which is designed for and used to propel and power said vehicle.

(Ord. 389, Sec. 1; Ord. 823)

14-304. Notification.

The owner of any property upon which such vehicle referred to in section 14-108 may be parked shall immediately notify the police department of the location of the vehicle, together with the names and addresses of the driver and owner.

(Ord. 389, Sec. 2; Ord. 823; Code 2003)

14-305. Inoperable vehicles.

It shall be unlawful for any person to leave an inoperable vehicle upon any public land, street, alley or roadway within the corporate limits of the city. The police department is hereby authorized to have towed, at the vehicle owner's expense, any vehicle left on any public land, street, alley or roadway in violation of this ordinance.~~for more than twenty-four (24) hours.~~ Definitions of terms as used in this section shall be as follows:

(a) Inoperable - means a condition of being marked junked, wrecked, wholly or partially dismantled, discarded, abandoned, without proper license tag or registration or unable to perform the function or purpose for which it was originally constructed.

(b) Vehicle – means every device in, upon or by which any person or property is or may be transported or drawn upon a highway except in devices moved by human power or used exclusively upon stationary rails or tracks.

(Code 1984; Ord. 601; Ord. 823; Code 2003; Code 2026)

14-306. Penalty for schedule fines.

The fine for violation of an ordinance traffic infraction or any other traffic offense for which the municipal judge establishes a fine in a fine schedule shall not be less than \$10.00 nor more than \$500.00. A person tried and convicted for violation of an ordinance traffic infraction or other traffic offense for which a fine has been established in Chapter 17 shall pay a fine fixed by the court not to exceed \$500.00.

(Ord. 823; Code 2003; Code 2007)

14-307. Penalty.

Any person violating this article for which a penalty is not otherwise provided shall upon conviction be punished by a fine in accordance with the general penalty provisions set out in the ordinances of the city.

(Ord. 823; Code 2003)

Article 1. Water Department and Regulations

15-101. Name of department.

Water utilities of the city shall be operated as a separate department to be known as the city water department.

(Code 1971, Sec. 12-101)

15-102. Department organization.

The water department shall consist of the governing body and the public works director and such officers and employees of the city who shall devote all or part of their time to the conduct of the department. The governing body shall control and operate the department by the passage of such ordinances as may be necessary for the safe, economical and efficient operation and management of the waterworks.

(Code 1971, Sec. 12-103)

15-103. Payment of claims.

All claims against the city arising from the operation of the department shall be filed with the city clerk and allowed by the governing body as in the case of other claims against the city. The governing body may by proper rule authorize the public works director to employ temporary help and to make purchases of supplies and equipment in accordance with the purchasing policy of the city during the interval between meetings of the governing body.

(Code 1971, Sec. 12-103; Code 2003)

15-104. Application for water service.

(a) Before the city shall make any new installation to serve any premises with water, an application for any such connection shall be made in writing by the owner of the premises at the office of the city clerk. All such applications shall be made on a form provided by the city. The application shall give the location of the property to be served by its legal description or otherwise, the type of service desired and the use for which service will be required. If there is no water main to which a connection can be made as determined by the public works director, the requirements regarding extensions must be met before the application for the service connection will be accepted. The application and its acceptance will constitute a contract between the applicant and the city water department upon the installation of the connection.

—For new accounts at an address that has an outstanding balance or has been disconnected, the customer must provide a copy of the lease or rental agreement and photo identification. If the customer's name is associated with an unpaid balance from

the past, the unpaid balance must be paid prior to establishing new service. After a termination, service will be restored only to customers identified in the lease or rental agreement and whose current and past accounts are paid in full. After termination of service for customers who own the property, new accounts will not be established to avoid paying the unpaid balance associated with the property.

(Code 1971, Sec. 12-106; Code 2003; Code 2026)

15-105. Application for new water service from outside the city; agreement for annexation.

Whenever anyone outside the city shall make an application for new water service, the applicant shall agree to petition in writing to annexation of the property for which the new water service is requested.

(Code 1984)

15-106. Water service installation.

The rules and regulations regarding the water service installation shall be as follows:

(a) Only authorized city personnel shall be responsible for tapping the main, installing the service line to the meter and setting the meter ~~inside the property line in the street right-of-way, which gives the structure its address, as close to the property line as practical~~ of the premises to be served. The location of the required water meter and underground service barrel shall be on the house side of the approach located in the public right-of-way. All locations of said meter and underground barrel requirements are subject to the approval of the public works director ~~or his/her designee~~. If, in the determination of the public works director, the service line request is more than fifty (50) feet from the main, the owner of the premises shall be charged the expense of extending the main.

(b) Tracer Wire. Plastic materials for building supply piping outside underground shall have a blue insulated copper tracer wire or other approved conductor installed adjacent to the piping. Access shall be provided to the tracer wire or the tracer wire shall terminate aboveground at each end of the nonmetallic piping. Said tracer wire shall terminate within six (6) inches of the lid of the meter barrel, and terminate on the exterior of the structure, above the penetration of the exterior of the footing/foundation. The tracer wire size shall be not less than 18 AWG and the insulation type shall be suitable for direct burial.

(c) Replacement of customer water service.

(1) If the length of customer water service being replaced is more than 50% (Fifty percent) then, the entire length of customer water service shall be replaced.

(2) All new installed water service replacements, shall have a new, full port opening, ball valve installed in a readily accessible location and be approved for potable water systems.

(d) Required fittings. When new residential services are installed for a new connection, the plumbing contractor for the new service shall provide the correct, required fittings at the future meter location. Said fittings for a 5/8" (five-eighths inch) service shall have ¾" (three-quarter inch) MIP threads for connection to the setter.

Fittings for a 1" (one inch) service, shall have 1"(one inch) MIP threads to connect to the setter.

(e) Any structure containing eight units or less shall require one water service line and one water meter to each unit.

(Code 1971, Sec. 12-107; Code 1984; Ord. 551; Code 2003; Code 2020; Code 2025, Code 2026)

15-107. Tap charges & code compliance.

The connection charges and code compliance in regard to this article shall be as follows:

(a) Tap Fee. The city clerk is hereby authorized and directed to collect a fee as set out in Chapter 17 for each water meter connection. This fee is to be paid at the time application is made.

(b) Cost of Installation. The cost of any installation and connection of 3/4 inch or 5/8 inch to 1-2 inches will be as established by Chapter 17. The cost of any installation and connection (including meter cost) larger than ~~one (1) two (2) inches~~ shall be borne by the owner and shall be properly installed by such. ~~The meter shall become the property of the city upon final inspection and approval.~~ Meters larger than two (2) inches will be provided by the city and installed by the contractor. Meter cost will be charged appropriately to permittee. If a new water service is requested where a permit is required by Sedgwick County or Kansas Department of Transportation, these costs will be paid by the owner.

(c) Installation and Code Compliance. The installation must be made by workers licensed to perform such work in the city, and the owner shall indemnify, defend, and hold harmless the city from any loss or damage that may directly or indirectly be occasioned by the installation of the waterworks and connection. All work performed

shall comply with the regulations and codes of the city. All water service lines shall be installed in separate trenches and have their own meter pit unless approved by the public works director. No permanent mailbox (stone or brick) shall be installed within five (5) lateral feet of any water meter.

(d) Final Inspection. The waterworks connection shall not be covered or otherwise concealed by any material until a final inspection has been made by the public works director ~~or his/her designee~~ and written permission has been given to cover or otherwise conceal such connections to the waterworks system.

(e) Penalty. Any person found to be violating any provisions of this section shall be served by the city with written notice stating the nature of the violation and providing a reasonable time limit for the satisfactory correction thereof. The offender shall, within the period of time stated in such notice, permanently cease all violations.

Any person who shall continue any violation beyond the time limit provided for in this section shall be guilty of a misdemeanor, and upon conviction thereof, shall be fined in an amount not exceeding two hundred dollars (\$200) for each violation. Each day in which any such violation shall continue shall be deemed a separate offense. Any person violating any of the provisions of this article shall be liable to the city for any expense, loss, or damage occasioned to the city by reason of such violation.

(Ord. 659; Code 2003; Code 2007; Code 2026)

15-108. Extension or enlargement of waterworks system.

Whenever the owner of real property desires a main to be extended to furnish water to such property for residential, commercial, or industrial use, he or she shall make application therefore to the water department and if such application is approved by the public works director, the owner shall deposit in cash, or cash equivalent, the estimated cost as determined by the public works director of extending such main as designated in section 15-107.

(Code 1971, Sec. 12-109; Code 1984)

15-109. Ascertainment of length of extension.

The length of the requested extension shall be ascertained by actual field measurement from the terminus of the nearest water main of adequate capacity to the nearest point on the tract of land to be served, plus such additional footage as is deemed necessary by the governing body in order to avoid obstructions, such as culverts, trees, shrubs, other utility lines and such other obstructions as may be encountered.

(Ord. 551; Code 2003)

15-110. Determination of diameter of main.

The diameter of the main to be installed shall be determined by the public works director, based upon a consideration of the following factors: provision of adequate service to prospective customers, possible and contemplated future extensions of the main to be installed and fire protection needs existing or anticipated in the area to be served. When the public works director determines that the main needs to be larger than eight (8) inches, the city will pay the cost difference for the larger main.

(Code 1971, Sec. 12-111; Code 1984)

15-111. Method of estimating cost of proposed extension.

The total estimated cost of the proposed main extension shall be arrived at by multiplying unit per foot costs by the total length of the proposed extension. The unit or per foot cost shall be determined by the public works director in accordance with experience records reflecting labor, material and other costs of main extension.

(Code 1971, Sec, 12-112)

15-112. Cash deposit of estimated cost.

For each bona fide standard service, excluding fire protection services to be attached to the proposed main extension to serve premises owned by the depositor, and for which the water department has a signed contract for water service prior to the installation of said main extension there shall be deducted from the total estimated costs an amount equal to four (4) times the annual minimum charge for that particular separate service as fixed and established by ordinance. Such minimum charges shall govern for this purpose, regardless of whether the particular service is within or without the limits of the city. All such deductions shall be reviewed on the fifth anniversary of the date of the execution of the main extension contract and the depositor shall then be charged with an amount equal to that for which initial deductions were made, but for which service has not been maintained, and in effect for at least three (3) years of the five (5) year period. The water department shall recover such charges directly from any refunds to which the depositor would otherwise be entitled under the provisions of section 15-113.

(Code 1971, Sec. 12-113)

15-113. Amount deposited over actual cost to be refunded.

After the installation of such main extension has been completed, if the total actual cost thereof is less than the estimated cost, a refund of the difference shall be made to the applicant. If the actual cost be greater than the estimated cost, the applicant shall not be required to make any

additional deposit. The water department shall make refunds of deposits for main extensions in the following manner:

(a) During only the period of ten (10) years following the date of the execution of the contract for particular main extension, there shall be refunded to the depositor for each separate service physically connected to that portion of the main for which deposit shall have been advanced, excepting fire protection services and those services for which deductions have been made pursuant to section 15-112, a sum equal to four (4) times the annual minimum charges for that particular separate service as fixed and established by ordinance as now adopted or hereafter amended. Such minimum charges shall govern for the purpose regardless of whether the particular service is within or without the limits of the city.

(b) In addition, the water department shall refund annually, on or before December 1, to the applicant, an amount equal to twenty-five percent (25%) of the gross annual revenue derived by the water department during the last preceding full calendar year from consumers connected to that portion of the main for which deposit shall have been advanced, excluding connections for public fire protection purposes; such refunds, however, shall terminate upon the expiration of ten (10) years from the date of the execution of the contract for the particular main extension, and any portion of the deposit then unrefunded shall remain the sole property of the water department. In no event shall the aggregate of refunds made exceed the amount of the original deposit.

(Code 1971, Sec. 12-114; Code 2003)

15-114. Application and deposit for extension of main.

Whenever a lessee of a project financed by the issuance of industrial revenue bonds of the city desires that a main be extended to furnish water to property encompassed by such projects for residential, commercial or industrial use, such lessee shall make application as provided by this article to the water departments and deposit, in cash or equivalent, the estimated cost of such extension. The provisions of sections 15-109:113 shall apply to properties encompassed by projects financed by industrial revenue bonds in the same manner, and to the same extent, as if the applicant was an individual or other owner of real property applying for such extension.

(Code 1971, Sec. 12-115; Code 1984; Code 2003)

15-115. Existing installation; service.

Application for water service where a connection is in place shall be made at the office of the city clerk in such form as may be required by the rules of the department and in accordance with sections 15-108:114.

(Code 1971, Sec. 12-116; Code 2003)

15-116. Water service set-up.

There is hereby levied a transfer penalty as set out in Chapter 17 for any customer who transfers water service from one location to another within the corporate city limits. At the time of making application for water service, the customer shall pay a non-refundable setup fee as set out in Chapter 17.

(Ord. 551-B; Code 2003; Code 2007)

15-117. Customer non-payment penalty.

In order to continue water service, a non-payment penalty as set out in Chapter 17 together with all past due amounts due the city shall be paid by any customer who appears on the water shut-off list. The mayor or his or her designee shall be entitled to grant exceptions to this section for hardship cases only.

(Ord. 551-C; Ord. 551-D; Code 2003; Code 2007)

15-118. Rights reserved.

The city reserves the right at any time to revise or amend this article, other ordinances or the rules and regulations pertaining to the supply of water thereunder. The city reserves the right to disconnect or refuse service to any customer or consumer who shall be found by the department to have violated any of the provisions of this article or rules and regulations of the department pertaining to the supply and use of water in the city. The city reserves the right for the officers and the employees of the department to inspect any premises at all reasonable hours in connection with the supply of water service to such premises. Members of the department shall have free access at such hours to read the meters, examine the location or conditions of the water lines and pipes or other fixtures and apparatus used in the supplying of water to such premises, and to apply to a court of competent jurisdiction for an order granting access should such access be denied.

(Code 1971, Sec. 12-120; Code 2003)

15-119. Certain supplies of water to other parties prohibited.

It shall be unlawful for any consumer of water service to supply water in any way, by sale, gift or otherwise to any person, firm, company, corporation or other entity, nor shall any such consumer permit others to attach on to his or her service connection for any purpose except in accordance with the rules and regulations of the department.

(Code 1971, Sec. 12-121; Code 2003)

15-120. Taking water without authority.

It shall be unlawful for any person, firm or corporation, partnership, association, or other entity by means of any deception, device, destruction, or in any manner except as now or may hereafter be authorized by the city, to receive, consume or in any manner divert or appropriate to his or her own use, or to the use of another, any water belonging to and made available by the city. Any violation of this provision will result in a \$50 penalty added to the violator's utility bill, in addition to charges for any damage caused to city property. The City reserves the right to pursue legal action, including civil penalties or criminal charges, as deemed appropriate.

(Code 1971, Sec. 12-122; Code 2003; Code 2025)

15-121. Temporary residential water service.

Contractors, builders, real estate agents and others requiring water where no permanent service is available, or where a temporary connection is needed to check for water leaks in plumbing or to clean, repair or remodel a rental, may receive a non-transferable permit in the name of a single individual permittee for such service on the making of an application and payment of a fee for the service in advance to the office of the City Clerk. Such temporary water service may be rendered on the payment in advance of the cost to the City for making the temporary connection which shall be as set out in Chapter 17. Where practicable, such water service may be metered as a temporary measure. This service is not intended as an alternative to regular water service for a resident of the property, and shall not be continued upon residential occupation of the property. Violation of this section must be corrected by the permittee immediately upon notification of the violation, and in no case shall the public works director or his designee allow more than 24 hours from discovering the violation to correct the violation. Violation of this provision is grounds for prosecution pursuant to both 15-135 below, as well as immediate revocation of temporary water service by the City.

15-121.1 Temporary commercial water service.

Contractors, builders, and others requiring water where no permanent service is available, or where a temporary connection is needed to check for water leaks in plumbing or to clean, repair or remodel a building, may receive a non-transferable permit in the name of a single individual permittee for such service following the making of an application and payment of a fee for the service in advance to the office of the City Clerk, and inspection of the premises and approval of the application by the code enforcement officer. No recipient of temporary water service may be open for business while using temporary water service. Regular water service must be operational before any business is issued an occupancy permit. Violation of this section must be corrected by the permittee immediately upon notification of the violation, and in no case shall the public works director or his designee allow more than 24 hours from discovering

the violation to correct the violation. Violation of this provision is grounds for prosecution pursuant to both 15-135 below, as well as immediate revocation of temporary water service by the City. Violation of this section is grounds for immediate revocation of an occupancy permit by the City. Fines for violation of this section shall be not less than \$100.00 and not more than \$500.00 per offense. Each day shall constitute a separate offense.

Temporary Water Service is provided to the business on a weekly or biweekly basis, for up to 4 weeks. The business owner must reapply for temporary water at the end of each cycle. After 4 weeks, the inspector shall re-evaluate the business and advise the City if additional provision of temporary water service is warranted to permit time for project completion. If approved by the Public Works Director ~~or his/her designee~~, the City Clerk will allow for temporary water in 2 week increments, with the inspector re-evaluating after each 2 week increment until the project is considered complete by the Public Works Director ~~or his/her designee~~.

Such temporary water service may be rendered on payment in advance to the City for the costs associated with making the temporary connection. Such costs shall be as set out in Chapter 17. Where practicable such water service may be metered as a temporary measure and costs imposed in accordance with Chapter 17.

15-122. Unlawful acts: tampering.

It shall be unlawful for any person or persons singularly or jointly by means of any deception or device or in any unlawful manner, to stop, hinder or prevent the water meters registering water supplied to any consumer. It shall be further unlawful for any person or persons to prevent such meters from registering correctly or to make them stop or run backwards or to tamper with or in any manner willfully damage or destroy such meters or registering device.

(Code 1971, Sec. 12-124)

15-123. Cross connection control.

The public works director ~~or his/her designee~~ shall be responsible for effectively conducting the cross connection control program of the city public potable water supply. If in the judgment of the public works director ~~or his/her designee~~ an approved backflow prevention device is required, the public works director ~~or his/her designee~~ will give notice in writing to the customer to install the proper device. The customer shall immediately install the proper device at the customer's expense. Failure to comply shall be grounds for discontinuing water service to said customer until the device is properly installed.

(Ord. 596; Code 2003)

15-124. Definitions.

The following words or phrases shall mean:

Agency: Shall mean the public works department.

Air Gap: Shall mean the unobstructed vertical distance at least twice the diameter of the supply line and no less than one (1) inch, through the free atmosphere between the lowest opening from any pipe or faucet supplying water to a tank, plumbing fixture or other device and the flood level rim of the receptacle.

Approved Device: Shall mean devices tested and accepted by a recognized testing laboratory approved by the Kansas Department of Health and Environment and the public works director.

Backflow: Shall mean the flow of water or other substances into the distribution system of a potable water supply of water from any source other than its intended source. Backsiphonage is one type of backflow.

Backflow Preventer: Shall mean a device or means to prevent backflow.

Backsiphonage: Shall mean the flowing back of contaminated or polluted substances from a plumbing fixture or any vessel or source into the potable water supply system due to negative pressure in said system.

Contaminant: Shall mean any substance that upon entering the potable water supply would render it a danger to the health and life of the consumer.

Cross Connection: Shall mean any physical connection or arrangement between two otherwise separate piping systems, one of which contains potable water and the other which contains water or any substance of unknown or questionable quality whereby there may be flow from one system to the other.

Double Check Valve: Shall mean a device consisting of two (2) internally loaded soft seated check valves with positive shut-off valves on both upstream and downstream ends, and properly located test ports.

Dual Check Valve: Shall mean a device consisting of two (2) internally located soft seated check valves. The device does not contain test ports and is acceptable for use only at the meter of residential customers.

Free Water Surface: Shall mean a water surface at atmospheric pressure.

Flood Level Rim: Shall mean the edge of the receptacle from which water overflows.

Frost Proof Closet: Shall mean a hopper with no water in the bowl and with the trap and water supply control valve located at the frost line.

KDHE: Shall mean the Kansas Department of Health and Environment.

Non-Potable Water: Shall mean water that is not safe for human consumption or that is of questionable potability.

Plumbing: Shall mean the practice, materials and fixtures used in the installation, maintenance, extension and alteration of all piping fixtures, appliances and appurtenances.

Pollution: Shall mean the presence of any foreign substance (organic, inorganic or biological) in water which tends to degrade its quality so as to constitute a hazard or impair the usefulness or quality of the water to a degree which does not create an actual hazard to the public health but which does adversely affect the water.

Potable Water: Shall mean water free from impurities in amount sufficient to cause disease or harmful physiological effects. Its quality shall conform to Kansas Department of Health and Environment requirement for public water supplies.

Reduced Pressure Zone Backflow Preventer: Shall mean an assembly of two (2) independently acting soft seated approved check valves together with a hydraulically operating mechanically independent differential pressure relief valve located between the check valves and at the same time below the first check valve. The unit shall contain properly located test cocks and resilient seated shut-off valves at each end of the assembly. To be approved these assemblies must be accessible for inspection and testing and be installed in an above ground location where no part of the assembly will be submerged.

Tester: Shall mean a trained technician certified in the testing and repair of backflow preventers.

Vacuum: Shall mean any absolute pressure less than that exerted by the atmosphere.

Vacuum Breaker: Shall mean a device that permits entrance of air into the water supply distribution line to prevent back-siphonage.

(Ord. 596; Code 2003)

15-125. Requirement; general.

A public potable water supply system shall be designed, installed and maintained in such a manner as to prevent contamination from non-potable sources through cross connection or any piping connection to the system.

(Ord. 596; Code 2003)

15-126. Cross connection prohibited.

Cross connections are prohibited except when and where as approved by the public works director suitable backflow preventers are properly installed, tested and maintained to insure proper operation on a continuing basis.

(Ord. 596; Code 2003)

15-127. Interconnections.

Interconnection between two (2) or more public water supplies shall be permitted only with the approval of the KDHE.

(K.S.A. 65-163(a); Ord. 596; Code 2003)

15-128. Individual water supplies.

Connections between a private water supply and the public potable water are prohibited.

(K.S.A. 65-163(a); Ord. 596; Code 2003)

15-129. Connections to boilers.

Potable water connections to boiler feed water systems in which boiler water conditioning chemicals are or can be introduced shall be made through an air gap or through a reduced pressure zone principle backflow preventer located in the potable water line before the point where such chemicals may be introduced.

(Ord. 596; Code 2003)

15-130. Prohibited connections.

Connections to the public potable water supply system for the following is prohibited unless properly protected by the appropriate backflow prevention device.

- (a) Bidets.
- (b) Operating, dissecting, embalming and mortuary tables or similar equipment- in such installations the hose used for water supply shall terminate at least twelve (12) inches away from every point of the table or attachments.
- (c) Pumps for non-potable substances. Priming only through an air gap.
- (d) Building drains, sewers or vent systems.
- (e) Commercial buildings or industrial plants manufacturing or otherwise using polluting or contaminating substances.

(f) Any fixture of similar hazard.

(Ord. 596; Code 2003)

15-131. Refrigeration unit condensers and cooling jackets.

Except when potable water provided for a refrigeration condenser or cooling jacket is entirely outside the piping or tank containing a toxic refrigerant, the inlet connection shall be provided with an approved backflow preventer. Heat exchangers used to heat water for potable use shall be of the double wall size.

(Ord. 596; Code 2003)

15-132. Protective devices required.

The type of protective device required under this article shall be determined by the degree of hazard which exists as follows:

- (a) Premises having auxiliary water supply shall protect the public system by either an approved air gap or an approved reduced pressure principle backflow prevention assembly.
- (b) Premises having water or substances which would be non-hazardous to the health and wellbeing of the consumers shall protect the public system with no less than an approved double check valve assembly.
- (c) Premises where material dangerous to health is handled in a manner which creates an actual or potential hazard shall protect the public system by an approved air gap or an approved reduced pressure principal backflow prevention assembly.
- (d) Premises where cross connections are controlled shall protect the public water supply by installing an approved air gap or an approved reduced pressure principle backflow prevention device at the service connection.
- (e) Premises where because of security requirements or other prohibitions it is impossible to complete an in plant cross connection inspection the public system shall be protected by an approved air gap or an approved reduced pressure principle backflow prevention assembly.

Premises which may fall into one or more of the above mentioned categories may be, but are not limited to the following:

- (a) Beverage bottling plants;

- (b) Buildings - hotels, apartments, public or private buildings, or other structures having actual potential cross connections;
- (c) Car wash facilities.
- (d) Chemical manufacturing, handling or processing plants.
- (e) Chemically contaminated water.
- (f) Dairies and cold storage facilities.
- (g) Film or photography processing laboratories.
- (h) Fire systems.
- (i) Hospitals, medical centers, morgues, mortuaries, autopsy facilities, clinics or nursing and convalescent homes.
- (j) Irrigation systems.
- (k) Laundries.
- (l) Metal cleaning, processing or fabricating plants.
- (m) Oil and gas production, storage or transmission facilities.
- (n) Packing or food processing plants.
- (o) Paper and paper products plants.
- (p) Power plants.
- (q) Radioactive materials plants or handling facilities.
- (r) Restricted or classified facilities.
- (s) Rubber plants.
- (t) Sand, gravel or asphalt plants.
- (u) Schools and colleges.
- (v) Sewage and storm drainage facilities and reclaimed water systems.
- (w) Solar heating systems.
- (x) Temporary service – fire hydrants, air valves, blowoffs and other outlets.
- (y) Water front marinas.

(Ord. 596; Code 2003)

15-133. Installation.

Approved devices shall be installed at all fixtures and equipment where backflow or back-siphonage may occur and where a minimum air gap between the potable water outlet and the fixture or equipment flood-level rim cannot be maintained. Backflow and back-siphonage devices of all types shall be in an accessible location. Installation in pits or any other location not properly drained shall be prohibited, except that dual check valves may be installed in the meter box.

- (a) Connections not subject to backpressure. Where a water connection is not subject to back pressure, a vacuum breaker shall be installed on the discharge side of the last valve on the line serving the fixture or equipment. A list of some conditions requiring protective devices of this kind are given in the following table titled Cross Connections Where Protective Devices are Required.

Cross Connections Where Protective Devices are Required and Critical Level (C-L) Settings for Vacuum Breakers

FIXTURES OR EQUIPMENT	METHOD OF INSTALLATION
Aspirators and ejectors	C-L at least 6 in. above flood level of receptacle served.
Dental units	On models without built-in vacuum breakers--C-L at least 6 in. above flood level rim of bowl.
Commercial dishwashing machines	C-L at least 6 in. above flood level of machines. Installed on both hot and cold water supply lines.
Garbage can cleaning machines	C-L at least 6 in. above flood level of machine. Installed on both hot and cold water supply lines.
Hose outlets	C-L at least 6 in. above highest point on hose line
Commercial laundry machines	C-L at least 6 in. above flood level of machine. Installed on both hot and cold water supply lines.
Lawn sprinklers	C-L at least 6 in. above highest sprinkler head or discharge outlet.
Steam tables	C-L at least 6 in. above flood level rim.
Tanks and vats	C-L at least 6 in. above flood level rim or line.

Trough urinals	C-L at least 30 in. above perforated flush pipe.
Flush tanks	Equipment with approved ball cock, installed according to manufacturer's instructions.
Hose bibs	C-L at least 6-in. above flood level of receptacle served.

(b) Connections Subject to Backpressure. Where a potable water connection is made to a line, fixture, tank, vat pump or other equipment with a hazard of backflow or backsiphonage where the water connection is subject to backpressure, and an air gap cannot be installed, the public works director may require the use of an approved reduced pressure principle backflow preventer. A partial list of such connections is shown in the following table "Partial List of Cross Connections Subject to Backpressure".

PARTIAL LIST OF CROSS-CONNECTIONS SUBJECT TO BACKPRESSURE	
Chemical lines	Pumps
Dock water outlets	Steam lines
Individual water supplies	Swimming pools
Industrial process water lines	Tanks and Vats - bottom inlets
Pressure tanks	Hose bibs

(c) Barometric Loop. Water connections where an actual or potential back-siphonage hazard exists may in lieu of devices specified above be provided with a barometric loop. Barometric loops shall provide the point of connection.

(d) Dual Check Valve. Dual Check Valves may be installed at the meter. These valves shall be inspected and repaired not less than every third year. These valves shall be installed only in situations where the public works director is assured that the only contaminating substances are subject to backflow into the potable system.

(e) Vacuum Breakers. Atmospheric vacuum breakers shall be installed with the critical level at least six (6) inches above the flood rim of the fixture they serve on the discharge side of the control valve to the fixture. No shut off valve or faucet shall be installed beyond the atmospheric vacuum breaker. Pressure vacuum breakers shall be installed with the critical level at least twelve (12) inches above the flood rim but may have control valves downstream from the vacuum breaker. For closed equipment or vessels

such as pressure sterilizers the top of the vessel shall be considered the discharge side of the pressure vacuum breaker.

(f) All post mix beverage machines will be installed with a reduce pressure zone (RPZ) backflow preventer on the incoming line to the post mix machine. Additionally, no piping containing copper shall be located downstream of the backflow preventer.

(Ord. 596; Code 2003; Code 2026)

15-134. Maintenance and repair.

It shall be the responsibility of the building and premises owners to maintain all backflow preventers and vacuum breakers within the building or on the premises in good working order and to make sure no piping or other arrangements have been installed for the purpose of bypassing backflow devices. Testing and repair of these devices should be made by qualified technicians and shall be filed by July 1. (Qualified technicians are those who have completed a KDHE approved training course and have passed a written examination such as the American Backflow Prevention Association device testers examination.) The public works director shall certify the device testers after ascertaining the technician meets the above qualifications. The public works director will also ensure the proper installation of all backflow preventers and will set appropriate testing and overhaul schedules for such devices. Testing intervals shall not exceed one (1) year and overhaul intervals shall not exceed five (5) years. Testing filing fees shall be provided for in Chapter 17. If a test report is not filed ~~fourteen (14) days after the annual device test anniversary date~~ by July 1, a monthly fine as provided for in Chapter 17 shall be added to the owner's utility statement until such time as the report is filed. If a report has not been filed by September 1 the water user will be given 60 days to file the report. If a report has not been filed within the 60 days, the water will be disconnected until such a time the report is received.

(a) Certified Tester/Repair Technicians. All certified tester/repair technicians shall be recertified at no less than three (3) year intervals.

(Ord. 596; Code 2003; Code 2019; Code 2026)

15-135. Penalties and fines.

The public works director shall notify the owner or authorized agent of the owner, of a building or premises in which there is found a violation of this article, of such violation. The public works director ~~or his/her designee~~ shall set a reasonable time for the owner to have the violation corrected. If the owner fails to correct the violation within the specified time the city shall cease delivery of water to the building or premises until the violation shall be satisfactorily corrected.

Violations of this article shall result in fines being imposed upon conviction thereof by the municipal court judge of the city.

(Ord. 596; Code 2003; Code 2026)

15-136. Care of water meters.

Customers shall be responsible for any accidental ~~or~~ willful damage to water meters, their connections, meter box and cover, or associated equipment, whether by their own acts or those of others not in the employ of the city, and they shall protect the meter from freezing and hot water. In the event of accidental or willful damage from any of the causes herein mentioned, the customer shall promptly notify the department which shall make the necessary repairs and charge the same to the customer, which charge shall be billed and payable on the succeeding monthly bill. No trees, bushes, shrubs, fences, structures, or other obstructions shall be located within two feet of the meter box in order to keep the meter accessible. The city reserves the right to require check or relief valves to be installed upon all services as determined by the public works director ~~or his/her designee~~.

(a) When a request is made for water service, the contractor or water user shall have established a final grade for the meter box. Said elevation shall not be lower than the street elevation and shall not be in a drainage ditch or in a fenced in area.

(b) Should the contractor or water user request an elevation change of the water meter box from its original elevation, then a fee of \$40 per adjustment will be charged to the customer and made payable on the next bill.

(Code 1971, Sec. 12-125; Code 2022; Code 2026)

15-137. Covering of manholes.

It shall be unlawful to cover or conceal or cause to be covered or concealed any city entry access covers with any type of debris such as dirt, grass, grass clippings, rocks, tree limbs, wood, scrap iron, cars. The covering of an access cover shall be a misdemeanor or hold the property owner liable for all damages resulting to the access cover or caused by preventing or delaying access to such cover in emergency situations when the property owner fences in the easement with their property and creates such violation.

(Code 2003)

15-138. Water fees due; delinquency.

Water bills for water service rendered by the city become due and payable at the office of the city clerk on the 1st of each month as specified on the billing date thereon at the office of the city clerk. Any bill which shall remain unpaid after the 20th of the month shall become

delinquent and a late charge of five percent (5%) of the bill shall accrue. When any water customer shall for any unjustified reason fail to pay when due any account for water service rendered, it shall be the duty of the city clerk to mail a delinquency notice to the customer. The delinquent customer shall have at least five (5) days, excluding Saturdays, Sundays, and legal holidays, from the date the notice was mailed to pay the delinquent account in full. The notice shall indicate:

- (a) The amount due, plus late charges;
- (b) The type of service and the date on which such service will be terminated if the amount due is not paid (to be at least five (5) days from the date of notice);
- (c) The customer's right to a hearing, if requested;
- (d) That such hearing must be requested in writing, filed with the city clerk, at least three (3) working days (Saturdays, Sundays and holidays excluded) before the date for termination. Upon receipt of a request for such hearing the city clerk shall immediately advise the applicant customer of the date and the time of the hearing.

The applicant, customer, and the city, may present such evidence as is pertinent to the issue, may be represented by counsel, may examine and cross-examine witnesses, but formal rules of evidence shall not be followed.

If the officer before whom the hearing is held shall find service should not be terminated, he or she shall so order and advise the city clerk. If the officer finds service should be terminated, he or she shall so order, and the customer shall be notified in person, posting notice on the premises by attaching a red tag or by mail, unless such order is made at the hearing in the presence of the customer. Extension of the termination date, up to ten (10) working days from the order, may be granted by the hearing officer for good cause shown.

Hearing may be conducted by any of the following officers: The public works director, the city clerk, the ~~director of governmental services~~chief administrative officer or such hearing officer as may be appointed by the mayor. The decision of the hearing officer can be appealed to the governing body for review and the decision of the body shall be final when the matter shall have been heard by it.

(Ord. 551; Code 2003; Code 2026)

15-139. Water bill adjustment policy.

The director of public works ~~or his/her designee~~ shall hear and determine adjustments of water bills in connection with leaks and/or defects in customer service lines within the city limits. The director of public works ~~or his/her designee~~ have set forth a policy to adjust bills as heretofore

mentioned. The director of public works ~~or his/her designee~~ is hereby authorized, upon approval of the governing body, to amend such policy from time to time as the best interest of the city and customers may appear or dictate.

Upon discovery of a leak existing within that portion of a property's water system for which the property owner is responsible, the City may immediately disconnect service or may serve a notice to repair the leak to the account holder by registered mail, personal notice, or by posting notice upon the property. If notice to repair is issued, such leak shall be repaired within seven (7) days of the date on the notice. Failure to repair the leak within seven (7) days as directed will result in the disconnection of water service. Service shall not be reconnected until the leak is repaired.

(Ord. 725; Code 2003; Code 2024)

15-140. Water meters; tested.

When a consumer requests that his or her water meter be tested for accuracy, the city shall replace said meter at no cost to the consumer if said meter, after testing, is found to be in faulty working condition and inaccurate. However, if the meter is found to be accurate and in good working condition, a service charge as set out in Chapter 17 shall be charged for each request within a one (1) year period, shall be made to the consumer by the public works director and be payable at the office of the city clerk and deposited in the appropriate funds of the city. The public works director shall maintain a permanent record of all water meters tested.

(Ord. 551; Code 2003; Code 2007)

15-141. Petty cash fund.

There is hereby established by the governing body a petty cash fund for the use of the water department. The fund shall be deposited in a depository bank of the city and paid out on checks drawn on such fund by the city clerk as provided by law.

(Code 1971, Sec. 12-129; Code 1984)

15-142. Additional regulations.

In cases that are not specifically provided for herein, the public works director is authorized to make special written rules or requirements which shall be binding upon the city and the water customers, the same as if incorporated herein, when the same shall have been approved by the governing body.

(Code 1971, Sec. 12-130)

15-143. Subdivision owners; request annexation.

When the owners of any subdivision or area, platted and developed for residential sites or planned for such development, shall request the governing body to annex such subdivision or area to the territorial limits of the city, such owners shall, at their own cost, construct or cause to be constructed, complete water distribution facilities that shall comply with all city codes and specifications for the entire subdivision or area so to be annexed and to convey and transfer to the city the ownership of and title to such water distribution facilities upon the acceptance by the city of the development plat and annexation of the subdivision or area involved.

(Code 1971, Sec. 12-131; Code 1984)

15-144. Application for connection to water system: accompanied by map.

All applicants for connection to the city's water system shall furnish to the city a detailed map of the proposed system sufficient to permit the city to know generally the nature of the user's system. This map will be submitted for a plan review and written approval by the public works director or his or her designee. At such time as the system is completed, the applicant shall provide a detailed engineering "as built" map at no cost to the city.

(Code 1984)

15-145. Subdivision owners; agreement with city.

The city will not hereafter annex to the city any subdivision or area platted and developed for residential sites or planned for such development without requiring the owners of such subdivision or area to enter into an agreement of the kind referred to in section 15-143 of this article.

(Code 1971, Sec. 12-132)

15-146. Water users to maintain connection with water and sewer system.

Any residence, family unit, dwelling unit, apartment or commercial building which is or shall be connected to the water system of the city and is connected to or shall be connected to the sewer system and sewage disposal facilities of the city shall maintain both the connection with the city's water system and the connection with the city's sewer system as long as such service is available, and the owner or occupant thereof shall remain liable for the payment of minimum water and minimum sewer fees and charges as established by the governing body.

(Code 1971, Sec. 12-133)

15-147. Water wells.

Nothing in this article shall prevent a customer of the city's municipal water system from using water from wells or other source for irrigation, the watering of lawns or gardens, or other use except household uses. The permit fee for water wells shall be as set out in Chapter 17.

(Code 1971, Sec. 12-134; Code 1984; Code 2007)

15-148. Commingling of water; water system, private sources; unlawful.

No residence or customer of the city's water system may create any system of water piping, water connections or cross connections within or outside a dwelling which will in any way permit the commingling of water from the city's water system with any water obtained from other sources.

(Code 1971, Sec. 12-135)

15-149. Water use restricted or stopped.

The city reserves the right to restrict or prohibit the use of water and to specify the purposes for which it may be used whenever the public works director determines the public exigency so requires.

(Code 1971, Sec. 12-136; Code 1984)

15-150. Emergency water rationing; imposing restrictions.

Whenever the governing body, upon the recommendation of the public works director, determines that water use must be restricted or prohibited, they shall forthwith issue a proclamation of emergency through the news media and use other appropriate methods of making public the proclamation.

(Code 1971, Sec. 12-137; Code 1984)

15-151. Water rationing; water restrictions.

In the event a proclamation of emergency is issued, water usage will be restricted or prohibited first for uses in the following priority:

- (a) Watering lawns, gardens, trees, shrubs, plants, and watering outside dwellings for such purposes as car, boat or trailer washing or washing exterior of dwellings;
- (b) Industrial uses of water, including but not limited to car wash operations and packing plant operations;
- (c) Business uses other than industrial;
- (d) Home uses other than those set forth in subsection (a).

(Code 1971, Sec. 12-138; Code 1984)

15-152. Fire hydrant location.

Fire hydrants shall be located no further than seven (7) feet from the curb line of the street and the height of the lowest discharge cap shall be no lower than fifteen (15) inches from the finished grade of the ground.

(Code 1984)

15-153. Penalty.

Any person, firm or corporation who shall violate any of the provisions of this article, shall upon conviction thereof be fined in accordance with the provisions in this code in section 1-121.

(Code 1971, Sec. 12-139; Code 1984; Code 2003)

15-154. Liability.

The city shall not be liable to the property owner for any damage to any items or constructed material located on the public right-of-way when such damage is caused by or results in whole or in part from construction, reconstruction, repair or maintenance work, performed by city forces.

Article 2. Water Rates

15-201. Rates for water service.

Charges for water used from the municipal waterworks and distribution system shall be as set out in Chapter 17.

(Ord. 348-B; Ord. 349-A; Ord. 538; Ord. 556-A; Code 2003; Code 2007)

15-202. Businesses close together; one meter.

When businesses which are closely related to each other are carried on at one location or adjoining locations by a corporation, co-partnership, individual, or managed by one manager and are supplied with water by one meter, each business shall be considered as one business and there shall be one minimum charge made for each unit.

(Code 1971, Sec. 12-202)

15-203. Family units; apartments.

For the purpose of this article, family unit or dwelling unit, or apartment shall be charged a minimum fee for water service only when there is plumbing or sewer connections to the premises so used as a family unit or dwelling unit, business unit or apartment.

(Code 1971, Sec. 12-203)

15-204. Trailer camps; tourist.

When water is supplied through one master meter for a licensed commercial tourist or transit service such as house trailer camps, temporary house trailer parks, and such similar locations the proprietor or manager of such house trailer camp or park may establish an average consumption by written agreement with the city clerk and the minimum charge provided for in section 15-201 and as set out in Chapter 17.

(Code 1971, Sec. 12-204; Code 2003; Code 2007)

15-205. Water meters; number needed.

The duty for determining the number of separate family or dwelling units, business units, or apartments supplied by one meter shall be upon the public works director who shall at such time as he or she sees fit, upon presenting the statements for the monthly meter readings to the city clerk for billing, therefore shall furnish the city clerk with a statement upon such consumers as he or she feels should be charged more than one minimum as provided for in section 15-201 and as set out in Chapter 17.

(Code 1971, Sec. 12-205; Code 2003)

15-206. Separate meter installation for business units or dwellings.

Any consumer of water may have a separate meter installed for any such separate family or dwelling unit, business unit or apartment that he or she may so desire. When separate meter installation is made it shall be governed by the provisions of the installation of meters as provided for by other laws of the city.

(Code 1971, Sec. 12-206)

15-207. Water bill.

The foregoing charges shall be payable upon bills rendered each month by the city clerk in accordance with the rules and regulations therefore as provided in this article.

(Code 1971, Sec. 12-207)

15-208. Rights reserved.

The city reserves the right to change the foregoing rates.

(Code 1971, Sec. 12-208; Code 1984)

15-209. Special water rates.

The foregoing rates are fixed subject to the authority of the governing body to enter into special contracts for the supply of water to industrial and other large users of water. The governing body may authorize the public works director to contract for the sale of water without metering the same at a rate to be fixed by the gallon, barrel or tank wagon loads. The city clerk shall collect all sums due for the sale of unmetered water and shall account monthly for such sums.

(Code 1971, Sec. 12-209)

Article 3. Sewer Regulations

15-301. Definitions.

Unless the context specifically indicates otherwise, the meaning of terms used in this article shall be as follows:

- (a) Sewage Works: Shall mean all facilities for collecting, pumping, treating and disposing of sewage.
- (b) Director: Shall mean the public works director of the city or his/her authorized deputy, designee or representative.
- (c) Sewage: Shall mean a combination of the water-carried wastes from residences, business buildings, institutions and industrial establishments.
- (d) Sewer: Shall mean a pipe or conduit for carrying sewage.
- (e) Public Sewer: Shall mean a sewer in which all owners of abutting properties have equal rights, and is controlled by public authority.
- (f) Combined Sewers: Meaning sewers receiving both surface runoff and sewage, are not permitted.
- (g) Sanitary Sewer: Shall mean a sewer which carries sewage and to which storm, surface and ground waters are not intentionally admitted.
- (h) Storm Sewer or Storm Drain: Shall mean a sewer which carries storm and surface waters and drainage, but excludes sewage and polluted industrial wastes.
- (i) Sewage Treatment Plant: Shall mean any arrangement of devices and structures used for treating sewage.
- (j) Industrial Wastes: Shall mean the liquid wastes from industrial processes as distinct from sanitary sewage.
- (k) Garbage: Shall mean solid wastes from preparation, cooking and dispensing of food and from the handling, storage and sale of produce.
- (l) Properly Shredded Garbage: Shall mean the wastes from the preparation, cooking and dispensing of food that have been shredded to such degree that all particles will be carried freely under the flow conditions normally prevailing in public sewers, with no particle greater than one-half inch in any dimension.
- (m) Building Drain: Shall mean that part of the lowest horizontal piping of a drainage system which receives the discharge from soil, waste, and other drainage pipes inside

the walls of the building and conveys it to the building sewer, beginning five feet outside the innerface of the building wall.

(n) Building Sewer: Shall mean the extension from the building drain to the public sewer or other place of disposal.

(o) B.O.D. (denoting Biochemical Oxygen Demand): Shall mean the quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedure in five (5) days at twenty (20) degrees centigrade, expressed parts per million by weight.

(p) PH.: Shall mean the logarithm of the reciprocal of the weight of hydrogen ions in grams per liter of solution.

(q) Unit: Shall mean that portion or portions of a property which is used or designed for use as a single family dwelling place, business, commercial, fraternal, religious or other facility.

(r) Suspended Solids or "SS": Shall mean solids that either float on the surface of, or are removable by laboratory filtering.

(s) Natural Outlet: Shall mean any outlet into a watercourse, pond, ditch, lake or other body of surface or ground water.

(t) Watercourse: Shall mean a channel in which a flow of water occurs, either continuously or intermittently.

(u) Person: Shall mean any individual, firm, company, association, society, corporation or group.

(v) Shall is mandatory; May is permissive.

(w) Normal Domestic Wastewater: Shall mean wastewater that has a BOD concentration of not more than 300mg/l and a suspended solids concentration of not more than 350mg/l.

(x) Operation and Maintenance: Shall mean all expenditures during the useful life of the treatment works for materials, labor, utilities and other items which are necessary for managing and maintaining the sewage works to achieve the capacity and performance for which such works were designed and constructed.

(y) Replacement: Shall mean expenditures for obtaining and installing equipment, accessories or appurtenances which are necessary during the useful life of the treatment

works to maintain the capacity and performance for which such works were designed and constructed. The term operation and maintenance includes replacement.

(z) Treatment Works: Shall mean any devices and systems for the storage, treatment, recycling and reclamation of municipal sewage, domestic sewage or liquefied industrial wastes. These include intercepting sewers, outfall sewers, sewage collection systems, individual systems,, pumping, power and other equipment and their appurtenances; extensions improvement, remodeling, additions and alterations thereof; elements essential to provide a reliable recycled supply such as standby treatment units and clear well facilities; and any works, including site acquisition of the land that will be an integral part of the treatment process or is used for ultimate disposal of residues resulting from such treatment (including land for composting sludge, temporary storage of such compost, and land used for the storage of treated wastewater in land treatment systems before land application); or any other method or system for preventing, abating, reducing, storing, treating, separating or disposing of municipal waste or industrial waste, including waste in combined storm water and sanitary water and sanitary sewer systems.

(aa) Useful Life: Shall mean the estimated period during which a treatment works will be operated.

(bb) Water Meter: Shall mean a water volume measuring and recording device, furnished and/or installed by the city or furnished and/or installed by others approved by the city.

(cc) Slug: Shall mean any discharge of water, sewage or industrial wastes which in concentration of any given constituent or in quantity of flow exceeds for any period of duration longer than fifteen (15) minutes more than five times the average of twenty-four (24) hour concentration or flows during normal operation.

(dd) Contributor: Shall mean each housing unit, business, building, parcel of real estate or other unit which contributes waste water to the city sewer system and which is assessed a monthly base sewer fee and a monthly user charge.

(ee) Subsidized High Density Residential Contributor: Shall mean any contributor to the city's treatment works, who resides in a building in which exceeds four (4) floors above street grade and where said building is used for the purpose of providing low income living quarters for those persons qualifying for the same.

(ff) User Charge: Shall mean that portion of the total wastewater service charge which is levied in a proportional and adequate manner for the cost of operation, maintenance and replacement of the wastewater treatment works.

(gg) User: Shall mean a contributor of wastewater to the city's treatment works by way of connection to the city's sewage system.

(Code 1971; Code 1984; Ord. 750; Code 2003)

15-302. Unlawful deposits upon property.

It shall be unlawful for any person to place, deposit, or permit to be deposited in an unsanitary manner upon public or private property within the city, or in any area under the jurisdiction of said city, any human or animal excrement, garbage, or other objectionable waste.

(Code 1971, Sec. 9-102)

15-303. Unlawful discharge; natural outlet.

It shall be unlawful to discharge to any natural outlet within the city, or in any areas under the jurisdiction of the city, any sanitary sewage, industrial wastes, or other polluted waters, except where suitable treatment has been provided in accordance with subsequent provisions of this article.

(Code 1971, Sec. 9-103)

15-304. Construction of privy unlawful.

Except as hereinafter provided, it shall be unlawful to construct or maintain any privy, privy vault, septic tank, cesspool, or other facility intended or used for the disposal of sewage.

(Code 1971, Sec. 9-104; Code 1984)

15-305. Clean out.

When a building drain (sewer) is installed or replaced in the city an approved clean out shall also be installed within two (2) feet of the exterior structure. When the flow line of a sewer is greater than four (4) feet below grade, the clean out shall be installed with a combination fitting, wye and 1/8th bend, or other approved fittings which assure directional entry into the sewer. When such sewers installed in areas within the city, which have clay sewer mains, new sewer taps shall be made with the use of a core drill bit and shall provide a coupon of the pipe. Such coupon shall be made available at the time of inspection.

(Code 2004)

15-306. Connection to sanitary sewer required.

The owner of all houses, buildings or properties used for human occupancy, employment, recreation, or other purpose, situated within the city and abutting any street, alley or right-of-way in which there is now located or may in the future be located a public sanitary sewer of the

city, is hereby required at the owner's expense to install suitable toilet facilities therein, and to connect such facilities directly with the proper public sewer in accordance with the provisions of this article, within ninety (90) days after date of official notice to do so if the public sewer is within one-hundred (100) feet of the property line.

(Code 1971, Sec. 9-105; Code 2003)

15-307. Sewer system tap fee.

The city clerk is hereby authorized and directed to collect a fee as set out in Chapter 17 for any connection by any person, persons, business or organization into the sewer system of Haysville. This fee is to be paid at the time application is made.

(Ord. 406; Sec. 1; Ord. 406-A; Code 2003; Code 2007)

15-308. Construction of article: health officer.

No statement contained in this article shall be construed to interfere with any additional requirements that may be imposed by the health officer.

(Code 1971, Sec. 9-113)

15-309. Permit: alter public sewer.

No unauthorized person shall uncover, make any connections with or opening into, use, alter, or disturb any public sewer or appurtenance thereof without first obtaining a written permit from the public works director.

(Code 1971, Sec. 9-113)

15-310. Classes of plumbing permits for constructing building sewers: fee.

There shall be three classes of plumbing permits for constructing a building sewer:

- (a) Residential;
- (b) Commercial service; and
- (c) Service to establishments producing industrial wastes.

The applicant shall make application on a special form furnished by the city. The permit application shall be supplemented by any plans, specifications, or other information considered pertinent in the judgment of the public works director. A permit and inspection fee as set out in Chapter 17 for residential, for an industrial plumbing permit for constructing a building sewer shall be paid to the city clerk at the time the application is filed.

(Code 1971, Sec. 9-114; Code 2003)

15-311. Installation, connection to building sewers; expense by owner.

All costs and expense of the installation and connection of the building sewer shall be borne by the owner. The owner shall indemnify, hold harmless and defend the city from any loss or damage that may directly or indirectly be occasioned by the installation of the building sewer.

(Code 1971, Sec. 9-115; Code 2003)

15-312. Separate sewers.

In accordance with the plumbing chapter of this code a separate and independent building sewer shall be provided for every building; except where one building stands at the rear of another on an interior lot and no private sewer is available or can be constructed to the rear building through an adjoining alley, court, yard, or driveway, the building sewer from the front building may be extended to the rear building and the whole considered as one building sewer and except for duplexes which shall have one building sewer for each dwelling unit.

(Code 1971, Sec. 9-116; Code 1984)

15-313. Use of old building sewers.

Old building sewers may be used in connection with new buildings only when they are found, on examination and test by the city engineer, to meet all requirements of this article.

(Code 1971, Sec. 9-117)

15-314. Building sewer material.

(a) All materials used in building sewers shall be in accordance with the current plumbing code of the city of Haysville.

(b) When the building sewer to a structure is replaced and the measured, developed length is 50% (Fifty percent) or more, the entire length of building sewer shall be replaced, and, if the tap onto the city main is in question, exposing the tap by the licensed contractor shall be required for visual inspection of said tap by the Public Works Director, ~~or his/her designee.~~

(Code 1984; Code 2025)

15-315. Connection into public sewer.

The connection of the building sewer into the public sewer shall be made in the "Y" branch, if such branch is available at a suitable location. Where the public sewer is twelve (12) inches in diameter or less, and no properly located "Y" branch is available as verified by the public works director, the owner shall at his or her expense have ~~installed a "Y" branch~~ an approved fitting or

a tap through the use of a polyvinylchloride (PVC) pre-formed saddle with stainless steel straps and screws adhered to the public sewer with required, listed PVC adhesive, ~~approved by the public works director~~as approved in this code, to-in the public sewer at ~~the~~an approved location ~~specified by the public works director~~. Where the public sewer is greater than twelve (12) inches in diameter, and no properly located "Y" branch is verified as being available by the public works director, ~~a neat hole may be made in the public sewer to receive the building sewer, with entry in the downstream direction at an angle of about 45 degrees. A 45-degree ell may be used to make such connection, with the spigot end cut so as not to extend past the inner surface of the public sewer.~~shall require an approved tap fitting be installed. The invert of the building sewer at the point of connection shall be at the same or at a higher elevation than the invert of the public sewer. A smooth, neat joint shall be made, and the connection made secure and watertight by encasement in concrete. Special fittings may be used for the connection only when approved by the public works director ~~or his/her designee~~.

(Code 1971, Sec. 9-124; Code 2003; Code 2020)

15-316. Inspection of building sewer.

The applicant for the plumbing permit to construct a building sewer shall notify the public works director when the building sewer is ready for inspection and connection to the public sewer. The connection shall be made under the supervision of the public works director or his or her designee.

(Code 1971, Sec. 9-125; Code 2003)

15-317. Excavations; barricades, lights.

All excavations for building sewer installation shall be adequately guarded with barricades and lights so as to protect the public from hazard. Streets, sidewalks, parkways and other public property disturbed in the course of the work shall be restored in a manner satisfactory to the city.

(Code 1971, Sec. 9-126)

15-318. Storm water not dischargeable into sanitary sewer.

No person shall discharge or cause to be discharged any storm water, surface water, ground water, roof runoff, subsurface drainage, cooling water or unpolluted industrial process waters to any sanitary sewer.

(Code 1971, Sec. 9-127; Code 2003)

15-319. Covering of manholes.

It shall be unlawful to cover or cause to be covered or concealed any city entry access covers with any type of debris such as dirt, grass, grass clippings, rocks, tree limbs, wood, scrap iron, cars. The covering of an access cover shall be a misdemeanor or hold the property owner liable for all damages resulting to the access cover or caused by preventing or delaying access to such cover in emergency situations when the property owner fences in the easement with their property and creates such violation.

(Code 2003)

15-320. Storm water into storm sewers.

Storm water and all other unpolluted drainage shall be discharged to storm sewers, or to a natural outlet approved by the public works director. Industrial cooling water or unpolluted process waters may be discharged, upon approval of the public works director, to a storm sewer, or natural outlet. In no case does this authorize any city sanction of illegal procedures or practices which may be in violation of State Water Pollution Statutes or Kansas State Board of Health regulations.

(Code 1971, Sec. 9-128)

15-321. Unlawful discharge; storm sewer; penalty.

No person, persons, business or other entity shall discharge or place or cause to be discharged or placed into any public storm sewer, any substance or obstruction other than storm water and surface runoff water. Any person, persons or business found in violation of this section, shall be guilty of a misdemeanor, and upon conviction thereof shall be fined in an amount not exceeding \$1,000 for each violation; each day in which such violation shall continue shall be deemed a separate offense. Any person in violation of this section shall become liable to the city for any expense, loss or damage occasioned to the city by reason of such violation.

(Ord. 398; Ord. 648)

15-322. Unlawful discharges.

No person shall discharge or cause to be discharged any of the following described waters or waste to any public sewers:

- (a) Any gasoline, benzene, naphtha, fuel oil, or other flammable or explosive liquid, solid, or gas.
- (b) Any waters or wastes containing toxic or poisonous solids, liquids, or gases in sufficient quantity, either singly or by interaction with other wastes, to injure or interfere with any sewage treatment process, constitute a hazard in the receiving waters of the

sewage treatment plant, including but not limited to cyanides in excess of two mg/l as CN in the wastes as discharged to the public sewer.

(c) Any water or wastes having a PH lower than 5.5, or having any other corrosive property capable of causing damage or hazard to structures, equipment, and personnel of the sewage works.

(d) Solid or viscous substances in quantities or of such size capable of causing obstruction to the flow in sewers, or other interference with the proper operation of the sewage works such as, but not limited to, ashes, cinders, sand, mud, straw, shavings, metal, glass, rags, feathers, tar, plastics, wood, unground garbage, whole blood, paunch manure, hair and fleshings, entrails and paper dishes, cups, milk containers, etc., either whole or ground by garbage grinders.

(e) Depositing any such substance into the City's sanitary sewage system is hereby declared a nuisance in accordance with Chapter 7 of this Code. The Director of Public Works, or such Director's designee, may require any party owning or leasing property from which prohibited substances are being discharged into the City's sewers, sewage treatment plant, or any part of the sanitary sewer system, to obtain the services of an independent lab to test such wastewater emissions to determine the products discharged into the city's sanitary sewer system and the levels of such discharges. The independent lab must be instructed to provide a copy of any results directly, and immediately, to the Director of Public Works of the City of Haysville, Kansas. Failure to obtain the required tests within the amount of time allowed for by the Director may result in the City turning off water service to such property. All costs associated with such testing shall be paid by the party obtaining such testing. If the property owner or lessee refuses to obtain such testing, the City may obtain such testing, and charge such costs back to the property owner in accordance with Chapter 7 of this Code.

(Ord. 470; Code 2015)

15-323. Same.

No person shall discharge or cause to be discharged the following described substances, materials, waters, or wastes if it appears likely in the opinion of the public works director that such wastes can harm either the sewers, sewage treatment process, or equipment, have an adverse effect on the receiving stream, or can otherwise endanger life, limb, public property, or constitute a nuisance. In forming his or her opinion as to the acceptability of these wastes, the public works director will give consideration to such factors as the quantities of subject wastes in relation to flows and velocities in the sewers, materials of construction of the sewers, nature

of the sewage treatment process, capacity of the sewage treatment plant, and other pertinent factors. The substances prohibited are:

- (a) Any liquid or vapor having a temperature higher than 150°F (65°C).
- (b) Any water or wastes containing fats, wax, grease or oils, whether emulsified or not, in excess of 100 mg/l or containing substances which may solidify or become viscous at temperatures between 32 and 150°F (0 and 65°C).
- (c) Any garbage that has not been properly shredded. The installation and operation of any garbage grinder equipped with a motor of 3/4 horsepower (0.76 hp metric) or greater shall be subject to the review and approval of the public works director.
- (d) Any waters or wastes containing strong acid iron pickling wastes, or concentrated plating solutions whether neutralized or not.
- (e) Any waters or wastes containing iron, chromium, copper, zinc, and similar objectionable or toxic substances; or wastes exerting an excessive chlorine requirement, to such degree that any such material received in the composite sewage at the sewage treatment works exceeds the limits established by the public works director for such materials.
- (f) Any waters or wastes containing phenols or other taste or odor-producing substances, in such concentrations exceeding limits which may be established by the public works director as necessary, after treatment of the composite sewage, to meet the requirements of state, federal, or other public agencies of jurisdiction for such discharge to the receiving waters.
- (g) Any radioactive wastes or isotopes of such half-life or concentration as may exceed limits established by the public works director in compliance with applicable state or federal regulations.
- (h) Any waters or wastes having a PH in excess of 9.5.
- (i) Materials which exert or cause:
 - (1) Unusual concentrations of inert suspended solids (such as, but not limited to, Fullers earth, lime slurries, and lime residues) or of dissolved solids (such as, but not limited to, sodium chloride or sodium sulfate).
 - (2) Excessive discoloration (such as, but not limited to, dye wastes and vegetable tanning solutions).

(3) Unusual BOD, chemical oxygen demand, or chlorine requirements in such quantities as to constitute a significant load on the sewage treatment works.

(4) Unusual volume or low concentration of wastes constituting "slugs" as defined herein.

(j) Waters or wastes containing substances which are not amenable to treatment or reduction by the sewage treatment processes employed, or are amenable to treatment only to such degree that the sewage treatment plant effluent cannot meet the requirements of other agencies having jurisdiction over discharge to the receiving waters.

(k) Any waters or wastes having (1) a five-day BOD greater than 300 parts per million by weight, or (2) containing more than 350 parts per million by weight of suspended solids, or (3) having an average daily flow greater than two percent (2%) of the average sewage flow of the city, shall be subject to the review of the public works director. Where necessary in the opinion of the public works director the owner shall provide, at his or her expense, such preliminary treatment as may be necessary to (1) reduce the biochemical oxygen demand to 300 parts per million by weight, or (2) reduce the suspended solids to 350 parts per million by weight, or (3) control the quantities and rates of discharge of such waters or wastes. Plans, specifications, and any other pertinent information relating to proposed preliminary treatment facilities shall be submitted for the approval of the public works director and no construction of such facilities shall be commenced until the approvals are obtained in writing.

(Ord. 470, Art. V, Sec. 4)

15-324. Minimum diameter.

No building sewer, drain or private sewer shall be less than four (4) inches in diameter. Larger sizes shall be used when the calculated volume of sewage will require larger sizes. The current plumbing code shall be used to calculate any required volumes, but in no case shall the diameter of the building sewer be less than that of the soil pipe which is stubbed out from the building.

15-325. Violations, penalties.

Violations of any provision of this Chapter shall be addressed in accordance with Section 15-421 of this Chapter, unless a specific penalty provision shall have been made applicable to any specific section of this Chapter.

(Code 2003; Code 2015)

15-326. Liability.

The city shall not be liable to the property owner for any damage to any items or constructed material located on the public right-of-way when such damage is caused by or results in whole or in part from construction, reconstruction, repair or maintenance work, performed by city forces.

(Code 2022)

Article 4. Private Disposal System

15-401. Prohibited substances.

If any waters or wastes are discharged, or are proposed to be discharged to the public sewers, which waters contain substances or possess characteristics which in the judgment of the public works director, may have a deleterious effect upon the sewage works, processes, equipment, or receiving waters, or which otherwise create a hazard to life or constitute a public nuisance, the public works director may:

- (a) Reject the wastes,
- (b) Require pretreatment to an acceptable condition for discharge to the public sewers;
- (c) Require control over the quantities and rates of discharge;
- (d) Require payment to cover the added cost of handling and treating the wastes not covered by existing taxes or sewer charges under the provisions of 15-416.

If the public works director permits the pretreatment or equalization of waste flows, the design and installation of the plants and equipment shall be subject to review and approval of the public works director, and subject to the requirements of all applicable codes, ordinances and laws.

(Ord. 470, Ord. 648; Art. V, Sec. 5, Code 2004)

15-402. Reserved.

(Ord. 470, Art. V, Sec. 6; Code 2022)

15-403. Tap to sanitary sewers.

Where a public sanitary sewer is not available under the provisions of this chapter, the building sewer may be connected to a private sewage disposal system complying with the provisions of this article and with written approval of the public works director.

(Code 1971, Sec. 9-106; Code 1984)

15-404. Sewer system; cost of installation, code compliance.

The cost and expense of the installation and connection must be borne by the owner. Such installation and connection must comply with all the provisions of this code and all other applicable regulations and laws. The tap fee shall be as set out in Chapter 17.

(Ord. 406, Sec. 2; Code 2003; Code 2007)

15-405. Sewer system installation.

Any installation as provided for by this article shall be made by persons licensed to perform such work in the city and the owner shall indemnify, defend and hold harmless the city from any loss or damage that may directly or indirectly be occasioned by the installation of the sewer tap and connection.

(Ord. 406, Sec. 3; Code 2003)

15-406. Sewer system, final inspection.

The sewer connection shall not be covered by any material until a final inspection has been made by the public works director or his or her authorized designee and written permission has been given to cover such connections to the sewer system.

(Ord. 406, Sec. 4)

15-407. Permit required.

Before commencement of construction of a private sewage disposal system the owner shall first obtain a written permit signed by the public works director. The application for such permit shall be made on a form furnished by the city, which the applicant shall supplement by any plans, specifications, and other information as are deemed necessary by the public works director. A permit and inspection fee as set out in Chapter 17 shall be paid to the city at the time the application is filed.

(Ord. 470, Art. III, Sec. 2; Code 2003)

15-408. Same.

A permit for a private sewage disposal system shall not become effective until the installation is completed to the satisfaction of the public works director. He or she shall be allowed to inspect the work at any stage of construction and, in any event, the applicant for the permit shall notify the public works director when the work is ready for final inspection, and before any underground portions are covered. The inspection shall be made within twenty-four (24) hours of the receipt of notice by the public works director provided that the twenty-four (24) hour notice will allow the inspection to occur during normal working hours.

(Ord. 470, Art, III, Sec. 3)

15-409. System; compliance with county health department.

The type, capacities, location, layout and lot area for construction of private sewage disposal systems shall comply with all recommendations and requirements of the Sedgwick County Community Health Department and the State Department of Health and Environment. No permit shall be issued for any private sewage disposal system employing subsurface soil

absorption facilities where the area of the lot is less than 20,000 square feet. No septic tank or cesspool shall be permitted to discharge into any public sewer or natural outlet.

(Code 1971, Sec. 9-109, Ord. 470, Art. III, Sec. 4; Code 2003)

15-410. Connection to public sewer required when available.

At such time as a public sewer becomes available to a property served by a private sewage disposal system, a direct connection shall be made to the public sewer in compliance with this article, and any septic tanks, cesspools, and similar private sewage disposal facilities shall be abandoned, cleaned of sludge and filled with gravel or dirt, Provided that the waste produced can be processed by the wastewater treatment facility as determined by the public works director.

(Code 1971, Sec. 9-110; Ord. 470, Art. III, Sec. 5)

15-411. Construction standards for septic system absorption, and other private sewage facilities.

There is hereby adopted by reference by the city of Haysville, Kansas, for the purpose of establishing standards for the safety, health, and public welfare, the construction standards for septic system absorption fields, and other private sewage facilities, all such regulations as promulgated by, and adopted by, Sedgwick County, Kansas, the most recent version of which became effective within the unincorporated portions of Sedgwick County, Kansas, on June 20, 2014, to be applied where such systems are permitted within the city of Haysville, Kansas. One copy of construction standards for septic system absorption fields, and other private sewage facilities, as promulgated by Sedgwick County, Kansas, shall be filed in the office of the city clerk and are hereby adopted and incorporated as if fully set out herein at length as authorized in the manner provided by K.S.A. 12-3009, et seq.

(Ord. 882)

15-412. Operate private sewage facilities at own expense.

The owner shall operate and maintain the private sewage disposal facilities in a sanitary manner at all times, at no expense to the city. Private sewage facilities are all such facilities regulated pursuant to those standards adopted in 15-411 above, and include: septic systems and laterals, sewage lagoons, advanced wastewater systems, remediation units. Owners of property upon which private sewage facilities are to be located, or upgraded, shall sign an easement and restrictive covenant with the City, in conformance to the regulations adopted in 15-411 above, prior to receiving a permit for such construction.

(Code 1971, Sec. 9-111; Ord. 470, Art. III, Sec. 6)

15-413. Pre-treatment.

Where preliminary treatment or flow-equalizing facilities are provided for any waters or wastes, they shall be maintained continuously in satisfactory and effective operation by the owner at his or her expense.

(Ord. 470, Art. V, Sec. 7)

15-414. Manhole required.

When required by the public works director, the owner of any property serviced by a building sewer carrying industrial wastes shall install a suitable control manhole together with such necessary meters and other appurtenances in the building sewer to facilitate observation, sampling, and measurement of the wastes. Such manhole shall be installed by the owner at his or her expense, and shall be maintained by him or her. It is unlawful to cover or conceal manholes.

(Ord. 470, Art. V, Sec. 8; Code 2003)

15-415. Tests; analysis.

All measurements, tests, and analyses of the characteristics of waters and wastes to which reference is made in this chapter shall be determined in accordance with the 18th edition of "Standard Methods for the Examination of Water and Wastewater," published by the American Public Health Association, and shall be determined at the control manhole provided, or upon suitable samples taken at the control manhole. In the event that no special manhole has been required, the control manhole shall be considered to be the nearest downstream manhole in the public sewer to the point at which the building sewer is connected. Sampling shall be carried out by customary accepted methods to reflect the effect of constituents upon the sewage works and to determine the existence of hazards to life, limb and property. The particular analyses involved will determine whether a grab sample or samples should be taken. Normally, but not always, BOD and suspended solids analyses are obtained from twenty-four (24) hour composites of all outfalls whereas PH are determined from periodic grab samples.

(Ord. 470, Art. V, Sec 9; Code 2003)

15-416. Special agreements.

No statement contained in this article shall be construed as preventing any special agreement or arrangement between the city and any industrial concern whereby an industrial waste of unusual strength or character normally requiring pretreatment before acceptance may be accepted by the city for treatment, subject to payment therefore, by the industrial concern.

(Ord. 470, Art. V, Sec. 10)

15-417. Protection from damage.

No person shall maliciously, willfully, or negligently break, damage, destroy, uncover, deface or tamper with any structure, appurtenance, or equipment which is a part of the municipal sewage works. Any person or entity violating this section shall be subject to criminal prosecution therefore and liable for payment of any damages caused by such violations.

(Ord. 470, Art. V, Sec. 10; Code 2003)

15-418. Right of entry; inspections.

The public works director and other duly authorized employees of the city bearing proper credentials and identification shall be permitted to enter all properties for the purposes of inspection, observation, measurement, sampling and testing in accordance with the provisions of this article, and such persons shall be authorized to make application to a court of competent jurisdiction ordering that such access be provided should such access be denied. The public works director or his or her representatives shall have no authority to inquire into any process including metallurgical, chemical, oil, refining, ceramic, paper, or other industries beyond that point having a direct bearing on the kind and source of discharge to the sewers or waterways or facilities for waste treatment.

(Ord. 470, Art. VII, Sec. 1; Code 2003)

15-419. Same.

While performing the necessary work on private properties referred to in section 15-418, the public works director or duly authorized employees of the city shall observe all safety rules applicable to the premises established by the company and the company shall be held harmless for injury or death to the city employees and the city shall indemnify the company against loss or damage to its property by city employees and against liability claims and demands for personal injury or property damage asserted against the company and growing out of the gauging and sampling operation, except as such may be caused by negligence or failure of the company to maintain safe conditions as required by section 15-413.

(Ord. 470, Art. VII, Sec. 2)

15-420. Same.

The public works director and other duly authorized employees of the city bearing proper credentials and identification shall be permitted to enter all private properties through which the city holds an easement for the purposes of, but not limited to, inspection, observation, measurement, sampling, repair, and maintenance of any portion of the sewage works lying within the easement, and such persons shall be authorized to make application to a court of

competent jurisdiction ordering that such access be provided should such access be denied. All entry and subsequent work, if any, on the easement shall be done in full accordance with the terms of the duly negotiated easement pertaining to the private property involved.

(Ord. 470, Art. VII, Sec. 3; Code 2003)

15-421. Violations and penalties.

(a) Any person who shall violate the provisions of this Chapter or shall fail to comply with any of the requirements thereof, or who shall act in violation of the approved plan or directive of an official or of a permit or certificate issued under the provisions of this code shall be guilty of a misdemeanor and shall be punished by a fine of not more than \$500.00 for each violation or thirty (30) day confinement in the county jail for each violation or by both such fine and imprisonment, unless a specific penalty provision shall have been made applicable to any specific section of this Chapter. Each day of violation shall be a separate violation. Furthermore, such person may be required to repair or correct any violation and pay all costs associated therewith.

(b) Penalty Clause Not Exclusive. The imposition of the penalties herein prescribed shall not preclude the city from instituting an appropriate action to restrain, correct, or abate a violation of this article, and specific authority for such is hereby granted to take any action or imposing any penalty allowed by the State law, this article or any provision of this code.

(Code 1971, Sec. 9-139; Code 1984, Ord. 882; Code 2015)

15-422. Enforcement.

Enforcement of this code within the boundaries of the city shall be by the code enforcement official(s) designated by the City, and jurisdiction for prosecution of any violations of this code shall be in the Haysville Municipal Court.

(Ord. 882)

15-423. Liability.

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

(Ord. 882)

Article 5. Wastewater Rates

15-501. Charges established.

It is determined and declared to be necessary and conducive to the protection of the public health, safety, welfare and convenience of the city to collect charges from all users who contribute wastewater to the city's treatment works. The proceeds of such charges so derived will be used for the purpose of operating and maintaining the public wastewater treatment works.

(Ord. 450, Art. I)

15-502. Same.

The user charge system shall generate adequate annual revenues to pay costs of annual operation and maintenance including replacement which the city may by ordinance designate to be paid by the user charge system.

(Ord. 450, Art. III, Sec. 1)

15-503. Same.

The city is authorized under the laws of the state of Kansas to issue and sell revenue bonds for the purpose of paying all or part of the cost of the acquisition, construction, reconstruction, alteration, repair, improvement, extension or enlargement of the system, provided the principal and interest on such revenue bonds shall be payable solely from the net revenues derived by the city from the operation of the system.

(Ord. 450, Art. II, Sec. 2; Code 2003, Ord. 711, Code 2004)

15-504. Year-end balances.

Fiscal year-end balances in the operation and maintenance account and the replacement account shall be carried over to the same accounts in the subsequent fiscal year, and shall be used for no other purposes than those designated for these accounts. Moneys which have been transferred from other sources to meet temporary shortages in the operation, maintenance and replacement fund shall be returned to their respective accounts upon appropriate adjustment of the user charge rates for operation, maintenance and replacement. The user charge rates shall be adjusted such that the transferred moneys will be returned to their respective account within the fiscal year following the fiscal year in which the moneys were borrowed.

(Ord. 450, Art. II, Sec. 3)

15-505. User charges.

Each user shall pay for the services provided by the city based on his or her use of the treatment works as determined by water meters acceptable to the city.

For residential contributors, monthly user charges will be based on average monthly water usage during the months of January, February and March. If a residential contributor has not established a January, February and March average, his or her monthly user charge shall be the average charge of all other residential contributors. In the case of revert-to-owner status, whereby the owner of a residential rental property is charged for utility services while the property is unoccupied, the owner's sanitary sewer service charge shall be based on the actual monthly water consumption.

For industrial and commercial contributors, user charges shall be based on water used during the current month. If a commercial or industrial contributor has a consumptive use of water, or in some other manner uses water which is not returned to the wastewater collection system, the user charge for that contributor may be based on a wastewater meter or separate water meters installed and maintained at the contributor's expense, and in a manner acceptable to the city.

(Ord. 450, Art. IV, Secs. 1:3; Code 2003)

15-506. User charges.

Each contributor, residential, commercial or industrial, shall pay a user charge rate for operation and maintenance, including replacement, a sum as set out in Chapter 17. In addition, each contributor shall pay a base rate sewer fee as set out in Chapter 17.

(Ord. 556-D; Ord. 751; Ord. 832; Code 2003, Code 2004; Code 2007; Ord. 942)

15-507. Charges for service beyond the city limits.

Any contributors, whose property being serviced by the sewer system is outside the corporate city limits, shall pay, in addition to the above charges, an amount as set out in the approved schedule of fees.

(Ord. 450, Art. IV, Sec. 4; Code 2003)

15-508. Additional charges.

Any user which discharges any toxic pollutants which cause an increase in the cost of managing the effluent of the sludge from the city's treatment works, or any user which discharges any substance which singly or by interaction with other substances causes identifiable increases in the cost of operation, maintenance, or replacement of the treatment works, shall pay for such increased costs. The charge to each user shall be as determined by the responsible plant operating personnel and approved by the city council.

(Ord. 450, Art. IV, Sec. 5)

15-509. User charges.

The user charge rates established in this article apply to all users of the city's treatment works regardless of their location.

(Ord. 450, Art. IV, Sec. 5)

15-510. Same.

The city will review the user charge system every year and revise user charge rates as necessary to ensure that the system generates adequate revenues to pay the costs of operation and maintenance including replacement and that the system continues to provide for the proportional distribution of operation and maintenance including replacement costs among users and user classes.

(Ord. 450, Art. VI, Sec. 1)

15-511. Same.

The city will notify each user, in conjunction with a regular bill, of any change of rate to be charged for operation, maintenance including replacement of the treatment works.

(Ord. 450, Art. VI, Sec. 2)

15-512. Same.

The city is hereby authorized to establish and enforce sewer user charges on all existing or future users of the system, whether located inside the city limits or outside the city limits, pursuant to K.S.A. 12-631, et. seq., and other applicable laws and amendments thereto.

(Ord. 450, Art. VI, Sec. 3; Code 2003)

15-513. Billing.

The city water department shall render bills for sewer service charge to the person or legal entity designated to receive the water bill for water and water service furnished to the premises. If there is no city water connection on such premises then such bill for sewage service charge shall be rendered to the person or legal entity owning premises. If there is no city water connection on such premises then such bill for sewerage service charge shall be rendered to the person or legal entity owning premises. All bills for sewerage system charges shall be payable on or before the date shown on the statement.

(Ord. 345, Sec. 5)

15-514. Sewer fees due; delinquency.

Sewer bills for sewer service rendered by the city become due and payable on the 1st of each month as specified on the billing date thereon at the office of the city clerk, provided that any bill which shall remain unpaid after the 20th of the month as indicated thereon shall become delinquent and a late charge of five-percent (5%) of the bill shall accrue; provided further that when any sewer customer shall for unjustified reason fail to pay when due any account for sewer service rendered, it shall be the duty of the city clerk to mail a delinquency notice to the customer. The delinquent customer shall have at least five (5) days, excluding Saturdays, Sundays, and legal holidays, from the date the notice was mailed to pay the delinquent account in full.

The notice shall indicate:

- (a) The amount due plus late charge;
- (b) The customer's right to a hearing, if requested;
- (c) That such hearing must be requested in writing, filed with the city clerk, at least three (3) working days (Saturdays, Sundays and holidays excluded) before the bill is due. Upon receipt of a request for such hearing the city clerk shall immediately advise the applicant customer of the date and the time of the hearing.

The applicant customer, and the city, may present such evidence as is pertinent to the issue, may be represented by counsel, may examine and cross-examine witnesses, but formal rules of evidence shall not be followed.

Hearing may be conducted by any of the following officers: The director of governmental services, public works director, mayor, the city clerk, or such hearing officer as may be appointed by the director of governmental services. The decision of the hearing officer can be appealed to the governing body for review and the decision of the body shall be final when the matter shall have been heard by it.

(Code 1984; Code 2003, Code 2004)

15-515. Failure or refusal to pay.

In the event any person, firm, corporation, political unit (except the United States and the state of Kansas) or organization owning, living or operating on premises connected to the city sewerage system, shall neglect, fail or refuse to pay the service charge levied herein, such charge shall constitute a delinquency which shall be collected by a collection agency or by assessing a lien upon the real estate serviced by the connection to the sewer system, and shall be certified by the city clerk to the county clerk of Sedgwick County, to be placed on the tax rolls

for collection, subject to the same penalties and collection in like manner as other taxes as by law are collectible.

(Ord. 345, Sec. 6; Code 1984)

15-516. If customer is not occupant.

If the customer of record is not the occupant where water service is provided, then the water department of the city shall provide similar notice to the occupant. The request for a hearing must be no later than three (3) working days before the date the bill is due, such hearing will be conducted by the governing body of the city or such person or persons as the governing body shall designate. Customers are responsible for furnishing the department with their correct address and the correct names and addresses of the owners of the property for billing purposes. The owners of the property shall ultimately be responsible for payment of sewer charges which can be assessed as a lien on the real estate serviced by the connection to the sewer system if not paid.

(Ord. 345, Sec. 6; Code 1984)

15-517. Charges paid into sewer revenue.

Revenues generated from the collection of sewerage service charges shall be paid into the sewer revenue fund by the city clerk.

(Code 1984)

15-518. Statements for service charges.

The officers or employees of the city, who may be designated from time to time, shall cause all statements for sewer service charges of the city to be rendered monthly at the same time as statements for water and water service provided by the city are rendered.

(Code 1971, Sec. 9-203)

15-519. Plans review; application for connection to sanitary sewer system accompanied by map.

All applicants shall furnish to the city a detailed map, detailed plans and specifications of the proposed system sufficient to permit the city to know generally the nature of the user's system. This map shall be submitted for a plan review and written approval by the public works director or his or her designee. At such time as the system is completed, the applicant will provide a detailed engineering "as built" map. Both maps are to be furnished to the city without cost to the city.

(Code 1971, Sec. 9-205; Code 1984)

15-520. Penalty.

It shall be a violation of this code for any person or persons to tamper with any sewer line constituting any part of the city's sewage disposal system, or to make any connection therewith without written permission from the city or to reconnect sewer service when such service shall have been disconnected until such time as a reconnection shall be authorized by the city. Each day the violation is committed shall constitute a separate offense. Any person so convicted shall be subject to a fine to be assessed according to the general penalty provisions of this code in section 1-121.

(Code 1971, Sec. 9-206; Code 2003)

Article 6. Consolidating

15-601. Combining of existing waterworks and wastewater utility systems.

It is hereby deemed and declared to be necessary to combine the Water System and the Sewer System into a combined Water and Wastewater Utility System (the "System"). The System revenues will secure future financing for System improvements; however, the city shall maintain separate financial records for water operations and sewer operations.

(Ord. 707; Code 2003)

Article 7. Stormwater Management System and Utility

15-701. Definitions.

In addition to the words, terms and phrases defined elsewhere within this code, the following words, terms and phrases, as used herein, shall have the following meanings:

- (a) Bonds means obligations of the City, for which the principal of and the interest on is paid in whole or in part from special assessments, user fees, sales tax, general ad valorem taxes, or any available City or Stormwater Utility revenues heretofore or hereafter issued to finance the Costs of Capital Improvements.
- (b) City means the City of Haysville, Kansas.
- (c) Costs of Capital Improvements means costs incurred by the Stormwater Utility in providing capital improvements as part of the Stormwater Management Program, including, without limitation, alteration, enlargement, extension, improvement, construction, reconstruction, and development of the Public Storm Sewers, professional services and studies connected therewith; principal and interest on Bonds heretofore or hereafter issued, including payment of any delinquencies; studies related to the operation of the system; costs related to water quality enhancements, costs related to complying with federal, state or local regulations; acquisition of real and personal property by purchase, lease, donation, condemnation or otherwise; and for the costs associated with purchasing equipment, computers, furniture and all other items necessary or convenient for the operations of the Stormwater Utility.
- (d) Debt Service means an amount equal to the sum of all interest payable on Bonds during any fiscal year or years, and any principal installments payable on the Bonds during such fiscal year or years.
- (e) Director means the Director of the City's Public Works Department or the Director's designee.
- (f) Director of Governmental Services means the Director of Governmental Services of the City or the Director of Governmental Services' designee.
- (g) Dwelling Unit means an enclosure containing sleeping, kitchen and bathroom facilities designed for and used or held ready for use as a permanent residence by one Family, as defined in Chapter 16, Article 4, of the Haysville Municipal Code.
- (h) Equivalent Residential Unit or ERU means a unit of measure that is equal to the average Impervious Area per Dwelling Unit located on Residential Property within the City limits.

- (i) Equivalent Residential Unit Rate or ERU Rate means the amount charged for each ERU in calculating the Stormwater Utility User Fee.
- (j) Exempt Property means public right-of-way, public trails, public streets, public alleys, public sidewalks, and public lands and/or easements in or upon which the Public Storm Sewers are constructed and/or located.
- (k) Fiscal Year means a twelve-month period commencing on the first day of January of any year.
- (l) Governing Body means the Governing Body of the City.
- (m) Impervious Area means the total number of square feet of hard surface area on a given property that either prevents or retards the entry of water into the soil matrix, or causes water to run off the surface in greater quantities or at an increased rate of flow, than it would enter under conditions similar to those on undeveloped land. Impervious Area includes but is not limited to, roofs, roof extensions, driveways, pavement and athletic courts.
- (n) Nonresidential Property means all property other than Single Family Property.
- (o) Operating Budget means the annual budget established for the Stormwater Utility for the succeeding Fiscal Year.
- (p) Operations and Maintenance means, without limitation, the current expenses, paid or secured, by the Stormwater Utility, for operation, maintenance and repair and minor replacement of the Public Storm Sewers or for implementing the Stormwater Management Program, as calculated in accordance with generally accepted accounting practices, and includes, without limiting the generality of the foregoing, insurance premiums, administrative expenses including professional services, equipment costs, labor costs, and the cost of materials and supplies used for current operations.
- (q) Public Storm Sewers means all storm sewers within the City, and all appurtenances and ancillary structures thereto, which have been dedicated to and accepted by the City for ownership and maintenance or otherwise owned by the City.
- (r) Residential Property means property used primarily for Single Family Dwelling Units.
- (s) Stormwater Management Program means all aspects of work necessary to perform and provide storm and surface water services in the City, including but not limited to administration, planning, engineering, operations, maintenance, best management practices, control measures, public education, citizen participation, regulation and enforcement, protection, and capital improvement of Stormwater Management

Systems, plus such expenses as reserves and bond debt service coverage as are associated with provision of the Stormwater Management Program and/or System.

(t) Stormwater Management System, means surface water and storm sewers and all appurtenances necessary in the maintenance, operation, regulation, and improvement of the same, including, but not limited to, pumping stations; enclosed storm sewers; outfall sewers; surface drains; street, curb and alley improvements associated with storm or surface water improvements; natural and manmade wetlands; channels; ditches; rivers; streams; detention and retention facilities; and other flood control facilities and works for the collection, conveyance, pumping, infiltration, treating, controlling, managing and disposing of water carried pollutants or storm or surface water.

(u) Stormwater Utility means the utility created by this article for the purpose of implementing and funding the Stormwater Management Program.

(v) Stormwater Utility User Fee means a fee authorized by Charter Ordinance No. 18 and this article, charged to owners of property served and benefited by the Stormwater Utility, which may be updated or modified by Resolution approved by the Governing Body.

(w) Undeveloped Land means land that has not been built upon or altered from its natural condition in a manner that disturbed or altered the topography or soils on the property to the degree that the entrance of water into the soil matrix is prevented or retarded.

15-702. Findings and statements of policy.

(a) The City of Haysville, Kansas, desires to create a Stormwater Management Program pursuant to Charter Ordinance No. 18.

(b) A Stormwater Management Program will provide both general and specific benefits to all property within the City and will include the provision of adequate systems of collection, conveyance, detention, retention, treatment and release of stormwater; the reduction of hazards to property and life resulting from stormwater runoff; improvement in general health and welfare through reduction of undesirable stormwater conditions; improvement of water quality in the Stormwater Management System and its receiving waters; the provision of a planned and orderly system for managing and mitigating the effects of new development on stormwater and appropriate balancing between development and preservation of the natural environment.

(c) The Stormwater Management Program will also initiate innovative and proactive approaches to stormwater management within the City to address problems in areas of the City that currently are prone to flooding, protect against replication of these types of problems and the creation of similar problems in newly developing areas of the City, protect property in the City from stream bank erosion and the attendant loss of natural resources and the reduction of property values, conserve natural stream assets within the City, enhance water quality, and assist in meeting the mandates of the National Pollutant Discharge Elimination System as created under the Federal Clean Water Act and associated state and federal laws and their supporting regulations.

(d) Both standard and innovative stormwater management is necessary in the interest of the public health, safety and general welfare of the residents, businesses and visitors of the City.

(e) Implementation of the Stormwater Management Program will require the expenditure of significant amounts of public money.

(f) All property in the City will benefit from the Stormwater Management Program.

(g) The City desires to fairly distribute costs of the Stormwater Management Program implementation among all developed property which generates the need therefor.

(h) The City has determined that the establishment of a Stormwater Utility is an appropriate method of funding certain portions of the costs of implementing the Stormwater Management Program.

(i) The City has adopted Charter Ordinance No. 18, which grants to the City the authority to adopt, by ordinance or resolution, rules and regulations providing for the management and operation of a Stormwater Utility, fixing Stormwater Utility User Fees, requiring security for the payment thereof, providing methods and rules relating to the calculation and collection of the fees and for credits against the fees, and providing for the disposition of the revenues derived therefrom.

(j) The Stormwater Utility User Fee imposed by this article, is calculated by a formula that reasonably relates classes of property within the City to their anticipated use of or benefit from the Stormwater Management System, and such fee is neither a tax nor a special assessment, but a charge (in the nature of tolls, fees or rents) for services rendered or available.

(k) The City has researched collection options and hereby determines that in order to promote efficiency, eliminate duplication of services, and utilize the most economically feasible method of fee collection, the Stormwater Utility User Fee shall be billed and

collected monthly with the monthly water and sewer utility bill for those properties utilizing other city utilities and shall be billed and collected separately at intervals as set by the Governing Body for those properties not utilizing other city utilities.

15-703. Creation of a stormwater management program; establishment of a stormwater utility.

Pursuant to City Charter Ordinance No. 18, the City's general home rule authority, its nuisance abatement authority, its police powers and all other authority, the Haysville Governing Body does hereby create a Stormwater Management Program and does hereby establish a Stormwater Utility and declares its intention to operate the same.

15-704. Administration.

The Director shall have the power to undertake the following activities to implement the Stormwater Management Program:

- (a) Advise the Governing Body on matters relating to the Stormwater Management Program and to make recommendations to the Governing Body concerning the adoption of ordinances, resolutions, policies, guidelines and regulations in furtherance of the objectives of the Stormwater Management Program.
- (b) To undertake studies, acquire data, prepare master plans, analyze policies or undertake such other planning and analyses as may be needed to address concerns related to stormwater within the City and to further the objectives of the Stormwater Management Program, and to undertake activities designed to communicate, educate and involve the public and citizens in addressing these issues or in understanding and abiding by the elements of the Stormwater Management Program.
- (c) Acquire, design, construct, operate, maintain, expand, or replace any element or elements of the Public Storm Sewers, including funding the acquisition of easements by eminent domain, and obtaining title or easements other than by eminent domain, over any real or personal property that is part of, will become part of or will protect the Public Storm Sewers, or is necessary or convenient for the implementation of the Stormwater Management Program.
- (d) Regulate, establish standards, review, and inspect the design, construction or operation and maintenance of any Stormwater Management System that is under the control of private owners, whether or not such systems are required or intended for dedication to the Public Storm Sewer system, when such systems have the potential to impact, enhance, damage, obstruct or affect the operation and maintenance of the Public Storm Sewers or the implementation of the Stormwater Management Program.

- (e) Regulate, establish standards, review and inspect land use or property owner activities when such activities have the potential to affect the quantity, timing, velocity, erosive forces, quality, environmental value or other characteristics of stormwater which would flow into the Stormwater Management System or in any way affect the implementation of the Stormwater Management Program.
- (f) Undertake any activities related to stormwater management when such activities are recommended by applicable federal, state or local agencies or when such activities are required by any permit, regulation, ordinance, or statute governing stormwater or water quality concerns.
- (g) Analyze the cost of services and benefits provided by the Stormwater Utility and the structure of fees, service charges, credits, and other revenues on an annual basis and make recommendations to the Governing Body regarding the same.
- (h) Undertake expenditures as required by the Governing Body to implement these activities, including all Costs of Capital Improvements, Operations and Maintenance, Debt Service, and other costs as required.

15-705. Budget.

The operating budget shall conform with State law, City policy and generally accepted accounting practices. The City, as part of its annual budget process, may adopt capital and operating budgets for the Stormwater Utility, and may utilize enterprise funds, special revenue funds or reserve funds as deemed reasonable and appropriate by the Governing Body of the City. The operating budget will commence in January of each year.

15-706. Stormwater utility user fee.

- (a) Fee Established. There is hereby imposed on each and every residential developed property and nonresidential developed property, other than property that is not serviced by the stormwater management system or exempt property, a stormwater utility user fee. Such stormwater utility user fee shall be determined and set in accordance with the ERU and ERU rate both of which shall be established by resolution of the Governing Body and may be amended from time to time by the Governing Body.
- (b) Stormwater utility user fee for Residential Developed Property. The stormwater utility user fee for residential developed property shall be the ERU rate as set forth by Resolution of the Governing Body. In the event of a newly constructed dwelling unit, the charge for the stormwater utility user fee attributable to that dwelling unit shall commence upon the issuance of the certificate of occupancy for that dwelling unit, or if construction is at least fifty percent complete and is halted for a period of three months,

then that dwelling unit shall be deemed complete for purposes of this Code and the stormwater utility user fee shall commence at the end of the three-month period.

(c) Stormwater utility user fee for Nonresidential Developed Property.

(1) The stormwater utility user fee for nonresidential developed property shall be divided into ten tiers as determined by property size. A standard multiplier shall be associated with each tier, so that the tier shall be charged a fee of the ERU rate times such multiplier.

<u>CLASS</u>	<u>PROPERTY SIZE</u>	<u>STANDARD MULTIPLIER</u>
I.	0 to 2500 square feet	ERU x 1.26
II.	2501 to 5000 sq. feet	ERU x 2.53
III.	5001 to 7500 sq. feet	ERU x 3.79
IV.	7501 to 10,000 sq. feet	ERU x 5.05
V.	10,001 to 20,000 sq. feet	ERU x 10.10
VI.	20,001 to 30,000 sq. feet	ERU x 15.15
VII.	30,001 to 40,000 sq. feet	ERU x 20.20
VIII.	40,001 to 50,000 sq. feet	ERU x 25.25
IX.	50,001 to 75,000 sq. feet	ERU x 37.88
X.	75,001+ sq. feet	ERU x 50.51

(d) Dwelling Unit and Impervious Surface Calculation. The Director or Director's designee shall initially, and from time to time, determine the number of dwelling units located on residential developed property within the City in order to provide the information to the Governing Body necessary to establish the stormwater utility user fee provided by subsection B of this section. Nonresidential real property in the city shall have its square footage of impervious area calculated in order to establish the stormwater utility user fee provided by subsection C of this section. The Director or the Director's designee shall make the initial calculation and may from time to time change this calculation from such information and data deemed pertinent by the Director or the Director's designee at the direction of the Governing Body;

(e) Stormwater utility user fee Credit. The Governing Body may by resolution adopt guidelines that establish credits and/or incentives that reduce the stormwater utility user fee that would otherwise be assessed against properties that utilize privately

owned and maintained retention or detention facilities, if it is determined that the existence of such retention or detention facilities results in a reduction in the operating budget of the utility.

15-707. Appeal procedure.

(a) Any persons disagreeing with the calculation of the Stormwater utility user fee, disagreeing with whether their property is served by the Stormwater Utility or who believe they are entitled to a credit pursuant to guidelines adopted by the City Council, may appeal such calculation or finding to the Director. Appeals must be in writing. The Director ~~or his/her designee~~ shall thereafter hold an informal hearing. The Director or designee, prior to such hearing, may request that the appealing party provide information concerning the basis of the appeal, including a land survey prepared by a registered surveyor showing Dwelling Units, total property area, and Impervious Area as appropriate, if such information is deemed to be material by the Director or designee. Based on information provided, the Director or designee shall make a determination as to whether the Stormwater utility user fee should be adjusted or eliminated for such property. The Director shall notify parties in writing of the Director's ~~or his/her designee's~~ decision.

(b)

(1) A person shall have the right to appeal the decision of the Director to the Stormwater Appeals Board. Such appeal shall be made within twenty days of the date the Director notifies the person of the Director's decision in the informal proceedings. Such appeal shall be in writing and shall be filed with the director.

(2) The Stormwater Appeals Board shall consist of the following members: Chief Administrative Officer and the City Clerk.

(3) A hearing on such appeal shall be held within thirty days from the date the notice of appeal is received and the applicant shall be given seven days' advance notice of the time and date the appeal hearing is to be held. Although the standards of a court of law are not necessary for this administrative appeals hearing, generally, the appellant shall present evidence concerning the stormwater utility user fee for the property in question and the Director and/or his/her designee shall present evidence concerning their findings from the informal proceedings. The Stormwater Appeals Board shall render a decision in writing that sets forth findings that support their decision within seven days of the hearing.

If the decision of the Stormwater Appeals Board is not resolved to the satisfaction of the appellant, the appellant may make a written appeal of the decision of the Stormwater Appeals Board to the Mayor within five days of the receipt of the decision of the Stormwater Appeals Board. Such appeal shall be filed through the City Clerk. Based on the written testimony, reports, file documents, etc., the Mayor shall make a decision within five working days of the receipt of the appeal and provide a written response to the appellant. This response shall serve as the final administrative decision of the City.

The decision of the Mayor shall be final and any further appeal of such decision shall be to the Eighteenth Judicial District Court of the state of Kansas by way of the provisions of K.S.A. 60-2101(d).

(Code 2019)

15-708. Stormwater utility user fee collection.

(a) The operation and maintenance of the stormwater utility shall be combined with the existing water/wastewater utility. The stormwater utility user fee shall be billed and collected monthly with the monthly water and sewer utility bill for those properties utilizing other city utilities and shall be billed and collected separately at intervals as set by the director for those properties not utilizing other city utilities. The stormwater utility user fee for those properties utilizing other city utilities shall be part of a consolidated statement for utility customers which shall be paid by a single monthly payment. In the event that a partial payment is received, the payment shall be applied to the water and sewer portion of the account first and then to the stormwater utility user fee portion of the account. Unless otherwise provided for herein, all bills for stormwater utility user fees shall become due and payable in accordance with sections of the code of the city and with rules and regulations that pertain to the Haysville water and sewer utility that relates to the collection of utility charges. Stormwater utility user fee bills for any given property shall initially be the responsibility of the person who is paying for water and/or sewer service for the property. If the property is not using water and/or sewer services, then stormwater utility user fees shall be the responsibility of the person in possession of the property, unless other arrangements are made. If no person is in possession of the property, then the stormwater utility user fees shall be the responsibility of the property owner. The property owner is responsible for the stormwater utility user fees not paid by the occupant.

(b) Stormwater utility user fees shall be subject to a penalty for late payment which is the same as that imposed for late payment of water and sewer utility charges. In

addition to any other remedies or penalties provided by this chapter or any other ordinance of the city, failure of any user of the stormwater management system to pay such charges promptly when due shall subject such user to discontinuance of water services and the Director of Governmental Services, ~~or his/her designee~~, is empowered and directed to enforce this provision as to any and all delinquent users in accordance with provision(s) applicable to Water and Sewer Utility Services.

(c) Stormwater utility user fees authorized to be charged in this chapter when delinquent may be certified by the clerk of the city to the county clerk of Sedgwick County to be placed on the tax roll for collection, subject to the same penalties and to be collected in like manner as other taxes, and such charges shall, thereafter, constitute a lien upon the real estate served by the stormwater utility and against which such charges were made, regardless of whether the stormwater utility user fees were incurred when a property owner was in possession of the property or a nonowner was in possession of the property.

15-709. Stormwater utility fund.

Stormwater utility user fees collected by the city shall be paid into an enterprise, special revenue fund, and/or reserve fund which will be known as the "stormwater utility fund." Such fund shall be used for the purpose of paying the extension and replacement, operations and maintenance and debt service of the stormwater management system and to carry out all other purposes of the utility.

Article 8. Stormwater Management Regulations

15-801. General provisions.

(a) Purposes. The purpose and objective of this chapter are as follows:

- (1) To maintain and improve the quality of surface water and groundwater within the city;
- (2) To prevent the discharge of contaminated stormwater runoff from industrial, commercial, residential, and construction sites into the municipal separate storm sewer system (MS4) and natural waters within the city;
- (3) To promote public awareness of the hazards involved in the improper discharge of hazardous substances, petroleum products, household hazardous waste, industrial waste, sediment from construction sites, pesticides, herbicides, fertilizers, and other contaminants into the storm sewers of the city;
- (4) To encourage recycling of used motor oil and safe disposal of other hazardous consumer products;
- (5) To facilitate compliance with state and federal standards and permits by owners of industrial and construction sites within the city;
- (6) To enable the city to comply with all federal and state laws and regulations applicable to its NPDES permit for stormwater discharges.

(b) Administration. Except as otherwise provided in this chapter, the Director, or his appointed representative, shall administer, implement, and enforce the provisions of this chapter.

(c) Abbreviations. The following abbreviations when used in this chapter shall have the designated meanings:

BMP	Best Management Practices
CFR	Code of Federal Regulations
EPA	U.S. Environmental Protection Agency
HHW	Hazardous Household Waste
mg/l	Milligrams per liter
MS4	Municipal Separate Storm Sewer System
NOI	Notice of Intent

NOT	Notice of Termination
NPDES	National Pollutant Discharge Elimination System
PST	Petroleum Storage Tank
SWP3	Stormwater Pollution Prevention Plan
USC	United States Code

(d) Authority. The Director may develop additional policies, criteria, specifications and standards in a Stormwater Manual and/or in other policy, master plans, watershed plans or guidance documents as necessary to effectively implement the requirements of this chapter. The policies, criteria and requirements of the Stormwater Manual and/or other policy, plans or guidance documents may be implemented and amended by the director, are referenced in this chapter when required, and shall be enforceable, consistent with the provisions contained in this chapter.

(e) Definitions. Unless a provision explicitly states otherwise, the following terms and phrases, as used in this chapter, shall have the meanings hereinafter designated.

(1) Best management practices (BMPs) mean schedule of activities, prohibitions of practices, maintenance procedures, and other management practices to prevent or reduce the pollution of waters of the United States or the city's MS4. Best management practices also include treatment requirements, operating procedures, and practices to control plant site runoff, spillage or leaks, sludge or waste disposal, or drainage from raw material storage areas. The BMPs required in this chapter will be sufficient to prevent or reduce the likelihood of pollutants entering storm sewers, ditches or ponds.

(2) City means the city of Haysville, Kansas.

(3) Commencement of construction means the disturbance of soils associated with clearing, grading, or excavating activities or other construction activities.

(4) Commercial means pertaining to any business, trade, industry, or other activity engaged in for profit.

(5) Construction general permit. See "Kansas general permit for stormwater discharges from construction sites."

(6) Contractor means any person or firm performing construction work at a construction site, including any general contractor and subcontractors. Also includes, but is not limited to, earthwork, paving, building, plumbing,

mechanical, electrical, landscaping contractors, and material suppliers delivering materials to the site.

(7) Director means the Director of Public Works, or his or her duly authorized representative.

(8) Discharge means any addition or introduction of any pollutant, stormwater, or any other substance whatsoever into the municipal separate storm sewer system (MS4) or into waters of the United States.

(9) Discharger means any person who causes, allows, permits, or is otherwise responsible for, a discharge, including, without limitation, any owner of a construction site or industrial facility.

(10) Domestic sewage means human excrement, gray water (from home clothes washing, bathing, showers, dishwashing and food preparation), other wastewater from household drains, and waterborne waste normally discharged from the sanitary conveniences of dwellings (including apartment houses and hotels), office buildings, factories, and institutions, that is free from industrial waste.

(11) Earthwork means the disturbance of soils on a site associated with clearing, grading or excavation activities.

(12) Environmental Protection Agency (EPA) means the United States Environmental Protection Agency, the regional office thereof, any federal department, agency, or commission that may succeed to the authority of the EPA, and any duly authorized official of EPA or such successor agency.

(13) Extremely hazardous substance means any substance listed in the appendices to 40 CFR Part 355, emergency planning and notification.

(14) Facility means any building, structure, installation, process or activity from which there is or may be a discharge of a pollutant.

(15) Fertilizer means a substance or compound that contains an essential plant nutrient element in a form available to plants and is used primarily for its essential plant nutrient element content in promoting or stimulating growth of a plant or improving the quality of a crop, or a mixture of two or more fertilizers.

(16) Final stabilization means the status when all soil-disturbing activities at a site have been completed. This would establish a uniform perennial vegetative cover with a density of seventy percent coverage for unpaved areas and those not

covered by permanent structures or equivalent permanent stabilization measures (by employing riprap, gabions or geotextiles).

(17) Fire protection water means any water, and any substances or materials contained therein, used by any person to control or extinguish a fire, or to inspect or test fire equipment.

(18) Garbage means putrescible animal and vegetable waste materials from the handling, preparation, cooking or consumption of food, including waste materials from markets, storage facilities, and the handling and sale of produce and other food products.

(19) Harmful quantity means the amount of any substance that will cause a violation of a State Water Quality Standard or any adverse impact to the city's drainage system.

(20) Hazardous household waste (HHW) means any material generated in a household (including single and multiple residences) by a consumer which, except for the exclusion provided in 40 CFR Section 261.4(h)(1), would be classified as a hazardous waste under 40 CFR Part 261.

(21) Hazardous substance means any substance listed in Table 302.4 of 40 CFR Part 302.

(22) Hazardous waste means any substance identified or listed as a hazardous waste by the EPA pursuant to 40 CFR Part 261.

(23) Hazardous waste treatment, disposal, and recovery facility means all contiguous land, and structures, other appurtenances and improvements on the land used for the treatment, disposal, or recovery of hazardous waste.

(24) Individual building sites mean and include sites of building construction or earthwork activities that are not a part of a new subdivision development and any individual lot within a newly developing subdivision.

(25) Industrial General Permit. See "Kansas general permit for stormwater discharges associated with industrial activity."

(26) Industrial waste means any waterborne liquid or solid substance that results from any process of industry, manufacturing, mining, production, trade or business.

(27) Industry means and includes: (a) municipal landfills; (b) hazardous waste treatment, disposal, and recovery facilities; (c) industrial facilities that are subject

to Section 313 of Title III of the Superfund Amendments and Reauthorization Act of 1986 (SARA) 42, U.S.C. Section 11023; industrial facilities required to obtain NPDES stormwater discharge permits due to their standard industrial classification or narrative description; and (d) industrial facilities that the Director determines are contributing a substantial pollutant loading to the MS4, which are sources of stormwater discharges associated with industrial activity.

(28) Kansas general permit for stormwater discharges associated with industrial activity and Industrial general permit mean the industrial general permit issued by KDHE and any subsequent modifications or amendments thereto, including group permits.

(29) Kansas general permit for stormwater discharges from construction sites and construction general permit mean the construction general permit issued by KDHE and any subsequent modifications or amendments thereto, including group permits.

(30) Landfill means an area of land or an excavation in which municipal solid waste is placed for permanent disposal, and which is not a land treatment facility, a surface impoundment, or an injection well.

(31) Municipal separate storm sewer system (MS4) means the system of conveyances, (including roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, man-made channels, drainage easements or storm drains) owned and operated by the city and designed or used for collecting or conveying stormwater, and which is not used for collecting or conveying sewage.

(32) Municipal solid waste means solid waste resulting from or incidental to municipal, community, commercial, institutional, or recreational activities, and includes garbage, rubbish, ashes, street cleanings, dead animals, abandoned automobiles, and other solid waste other than industrial waste.

(33) NPDES permit means for the purpose of this chapter, this is a permit issued by EPA or the state of Kansas that authorizes the discharge of stormwater pollutants to waters of the United States, whether the permit is applicable on an individual, group or general area-wide basis.

(34) Nonpoint source means the source of any discharge of a pollutant that is not a point source.

(35) Notice of intent (NOI) means the notice of intent that is required by either the industrial general permit or the construction general permit.

(36) Notice of termination (NOT) means the notice of termination that is required by either the industrial general permit or the construction general permit.

(37) Notice of violation means a written notice provided to the owner or contractor detailing any violations of this chapter and any clean-up action expected of the violators.

(38) Oil means any kind of oil in any form, including but not limited to: petroleum, fuel oil, crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure, sludge, oil refuse, and oil mixed with waste.

(39) Owner means the person who owns a facility, part of a facility or land.

(40) Person means any individual, partnership, co-partnership, firm, company, corporation, association, joint stock company, trust, estate, governmental entity, or any other legal entity; or their legal representatives, agents or assigns, including all federal, state and local governmental entities.

(41) Pesticide means a substance or mixture of substances intended to prevent, destroy, repel, or migrate any pest, or substances intended for use as a plant regulator, defoliant or desiccant.

(42) Petroleum product means a petroleum product that is obtained from distilling and processing crude oil and that is capable of being used as a fuel for the propulsion of a motor vehicle, or aircraft, including motor gasoline, gasohol, other alcohol blended fuels, aviation gasoline, kerosene, distillate fuel oil, and #1 and #2 diesel.

(43) Petroleum storage tank (PST) means any one or combination of aboveground or underground storage tanks that contain petroleum product and any connecting underground pipes.

(44) Point source means any discernable, confined, and discrete conveyance including, but not limited to: any pipe, ditch, channel, tunnel, conduit, well, discrete fissure, container, rolling stock, concentrated animal feeding operation, landfill leachate collection system, vessel or other floating craft from which pollutants are or may be discharged. This term does not include return flows from irrigated agriculture or agricultural stormwater runoff.

(45) Pollutant means dredged spoil, spoil waste, incinerator residue, sewage, garbage, sewage sludge, munitions, chemical waste, biological materials, radioactive materials, heat, wrecked or discarded equipment, rock, sand, soil,

yard waste, hazardous household wastes, used motor oil, anti-freeze, litter, and industrial, municipal, and agricultural waste discharged into water.

(46) Pollution means the alteration of the physical, thermal, chemical or biological quality of, or the contamination of, any water in the state that renders the water harmful, detrimental, or injurious to humans, animal life, vegetation or property, or public health, safety or welfare, or impairs the usefulness or the public enjoyment of the water for any lawful or reasonable purpose.

(47) Qualified personnel means persons who possess the required certification, license, or appropriate competence, skills, and ability as demonstrated by sufficient education, training, and/or experience to perform a specific activity in a timely and complete manner consistent with the regulatory requirements and generally accepted industry standards for such activity.

(48) Release means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into the municipal separate storm sewer system (MS4) or the waters of the United States.

(49) Reportable quantity (RQ) means, for any hazardous substance, the quantity established and listed in Table 302.4 of 40 CFR Part 302; for any extremely hazardous substance, the quantity established in 40 CFR Part 355.

(50) Rubbish means nonputrescible solid waste, excluding ashes, that consist of: (a) combustible waste materials, including paper, rags, cartons, wood, excelsior, furniture, rubber, plastics, yard trimmings, leaves, and similar materials; and (b) noncombustible waste materials, including glass, crockery, tin cans, aluminum cans, metal furniture, and similar materials that do not burn at ordinary incinerator temperatures (one thousand six hundred to one thousand eight hundred degrees Fahrenheit).

(51) Sanitary sewer means the system of pipes, conduits, and other conveyances which carry industrial waste and domestic sewage from residential dwellings, commercial buildings, industrial and manufacturing facilities, and institutions, whether treated or untreated, to the city sewage treatment plant (and to which stormwater, surface water, and groundwater are not intentionally admitted).

(52) Septic tank waste means any domestic sewage from holding tanks such as vessels, chemical toilets, campers, trailers and septic tanks.

(53) Service station means any retail establishment engaged in the business of selling fuel for motor vehicles that is dispensed from pumps.

(54) Sewage means the domestic sewage and/or industrial waste that is discharged into the city sanitary sewer system and passes through the sanitary sewer system to the city sewage treatment plant for treatment.

(55) Site means the land or water area where any facility or activity is physically located or conducted, including adjacent land used in connection with the facility or activity.

(56) Solid waste means any garbage, rubbish, refuse, sludge from a waste treatment plant, water supply treatment plant, or air pollution control facility, and other discarded material including: solid, liquid, semi-solid, or contained gaseous material resulting from industrial, municipal, commercial, mining, agricultural operations, and community and institutional activities.

(57) State means the state of Kansas.

(58) Stormwater means stormwater runoff, snowmelt runoff, and surface runoff and drainage.

(59) Stormwater discharge associated with industrial activity means the discharge from any conveyance which is used for collecting and conveying stormwater and which is directly related to manufacturing, processing, or raw materials storage areas at an industrial plant which is listed as one of the categories of facilities in 40 CFR Section 122.26(b)(14), and which is not excluded from EPA's definition of the same term.

(60) Stormwater Manual refers to the latest version, as amended, of the document on file with the Director of Public Works entitled City of Haysville Storm Water Manual.

(61) Stormwater pollution prevention plan (SWP3) means a plan required by a NPDES stormwater permit and which describes and ensures the implementation of practices that are to be used to reduce the pollutants in stormwater discharges associated with construction or other industrial activity.

(62) Subdivision development means and includes activities associated with the platting of any parcel of land into two or more lots and includes all construction taking place thereon.

(63) Used oil (or used motor oil) means any oil that has been refined from crude oil or a synthetic oil that, as a result of use, storage or handling; has become unsuitable for its original purpose because of impurities or the loss of original properties.

(64) Water of the state and water mean any groundwater, percolating or otherwise, lakes, bays, ponds, impounding reservoirs, springs, rivers, streams, creeks, estuaries, marshes, inlets, canals, inside the territorial limits of the state, and all other bodies of surface water, natural or artificial, navigable or non-navigable, and including the beds and banks of all water courses and bodies of surface water, that are wholly or partially inside or bordering the state or inside the jurisdiction of the state.

(65) Water quality standard means the designation of a body or segment of surface water in the state for desirable uses and the narrative and numerical criteria deemed by the state to be necessary to protect those uses.

(66) Waters of the United States mean all waters which are currently used, were used in the past, or may be susceptible to use in interstate or foreign commerce, including all waters which are subject to the ebb and the flow of the tide; all interstate waters, including interstate wetlands; all other waters the use, degradation, or destruction of which would affect or could affect interstate or foreign commerce; all impoundments of waters otherwise defined as waters of the United States under this definition; all tributaries of waters identified in this definition; all wetlands adjacent to waters identified in this definition; and any waters within the federal definition of “waters of the United States” at 40 CFR Section 122.2; but not including any waste treatment systems, treatment ponds, or lagoons designed to meet the requirements of the Federal Clean Water Act.

(67) Wetland means any area that is inundated or saturated by surface or groundwater at a frequency and duration sufficient to support, and that under normal circumstances does support, a prevalence of vegetation typically adapted for life in saturated soil conditions. Wetlands generally include swamps, marshes, bogs and similar areas.

(68) Yard waste means leaves, grass clippings, yard and garden debris, and brush that result from landscaping maintenance and land-clearing operations.

(Ord. 1125)

15-802. General prohibition.

(a) No person shall introduce or cause to be introduced into the municipal separate storm sewer system (MS4) any discharge that is not composed entirely of stormwater, except as allowed in subsection B of this section.

(b) The following non-stormwater discharges are deemed acceptable and not a violation of this section:

- (1) A discharge authorized by, and in full compliance with, a NPDES permit (other than the NPDES permit for discharges from the MS4);
- (2) A discharge or flow resulting from emergency firefighting;
- (3) A discharge or flow of fire protection water that does not contain oil or hazardous substances or materials;
- (4) A discharge from water line flushing;
- (5) A discharge or flow from lawn watering, landscape irrigation, or other irrigation water;
- (6) A discharge or flow from a diverted stream flow or natural spring;
- (7) A discharge or flow from uncontaminated pumped groundwater or rising groundwater;
- (8) Uncontaminated groundwater infiltration;
- (9) Uncontaminated discharges or flow from a foundation drain, crawl space pump, footing drain or sump pump;

(A) Discharge shall not discharge through a street curb. Discharge shall terminate a minimum of 7 ½ feet from a sidewalk, 2 feet from any side lot property line or 10 feet from any front or rear property lot line and flow on the surface of the soil of the lot on which discharge originates. Sump pump discharge shall not be directed to project flow across a property line. The installation of sump pump discharge piping in an easement is prohibited.

- (10) A discharge or flow from a potable water source not containing any harmful substance or material from the cleaning or draining of a storage tank or other container;
- (11) A discharge or flow from air conditioning condensation that is unmixed with water from a cooling tower, emissions scrubber, emissions filter, or any other source of pollutant;
- (12) A discharge or flow from individual residential car washing;
- (13) A discharge or flow from a riparian habitat or wetland or natural spring;

- (14) A discharge or flow from water used in street washing that is not contaminated with any soap, detergent, degreaser, solvent, emulsifier, dispersant, or any other harmful cleaning substance;
- (15) Stormwater runoff from a roof that is not contaminated by any runoff or discharge from an emissions scrubber or filter or any other source of pollutant;
- (16) Swimming pool water that has been dechlorinated so that it contains no harmful quantity of chlorine, muriatic acid or other chemical used in the treatment or disinfection of the swimming pool water or in pool cleaning;
- (17) Heat pump discharge waters (residential only).

(c) Notwithstanding the provisions of subsection B of this section, any discharge shall be prohibited by this section if the discharge in question has been determined by the Director to be a source of pollutants to the waters of the United States or to the MS4, written notice of such determination has been provided to the discharger, and the discharge has occurred more than ten days beyond such notice.

(Code 2022)

15-803. Specific prohibitions and requirements.

- (a) The specific prohibitions and requirements in this section are not necessarily inclusive of all the discharges prohibited by the general prohibition in Section 15-802 of this chapter.
- (b) No person shall introduce or cause to be introduced into the MS4 any discharge that causes or contributes to causing the city to violate a KDHE water quality standard, the city's NPDES stormwater permit, or any state-issued discharge permit for discharges from its MS4.
- (c) No person shall dump, spill, leak, pump, pour, emit, empty, discharge, leach, dispose, or otherwise introduce or cause, allow, or permit to be introduced the following substances into the MS4:
 - (1) Any used motor oil, antifreeze or any other petroleum product or waste;
 - (2) A harmful quantity of industrial waste;
 - (3) Any hazardous waste, including household hazardous waste;
 - (4) Any domestic sewage or septic tank waste, grease trap waste, or grit trap waste;

- (5) Any garbage, rubbish or yard waste;
- (6) Wastewater that contains a harmful quantity of soap, detergent, degreaser, solvent, or surfactant based cleaner from a commercial carwash facility; from any vehicle washing, cleaning, or maintenance at any new or used automobile or other vehicle dealership, rental agency, body shop, repair shop, or maintenance facility; or from any washing, cleaning, or maintenance of any business or commercial or public service vehicle, including a truck, bus or heavy equipment, by a business or public entity that operates more than five such vehicles;
- (7) Wastewater from the washing, cleaning, de-icing, or other maintenance of aircraft;
- (8) Wastewater from a commercial mobile power washer or from the washing or other cleaning of a building exterior that contains any harmful quantity of soap, detergent, degreaser, solvent, or any surfactant based cleaner;
- (9) Any wastewater from commercial floor, rug, or carpet cleaning;
- (10) Any wastewater from the washdown or other cleaning of pavement that contains any harmful quantity of soap, detergent solvent, degreaser, emulsifier, dispersant, or any other harmful cleaning substance; or any wastewater from the washdown or other cleaning of any pavement where any spill, leak, or other release of oil, motor fuel, or other petroleum or hazardous substance has occurred, unless all harmful quantities of such released material have been previously removed;
- (11) Any effluent from a cooling tower, condenser, compressor, emissions scrubber, emission filter, or the blowdown from a boiler;
- (12) Any ready-mixed concrete, mortar, ceramic, asphalt base material or hydromulch material, or discharge resulting from the cleaning of vehicles or equipment containing or used in transporting or applying such material;
- (13) Any runoff, washdown water or waste from any animal pen, kennel, fowl or livestock containment area;
- (14) Any swimming pool water containing a harmful level of chlorine, muriatic acid or other chemical used in the treatment or disinfection of the swimming pool water or in pool cleaning;

(15) Any discharge from water line disinfection by super chlorination if it contains a harmful level of chlorine at the point of entry into the MS4 or waters of the United States;

(16) Any water from a water curtain in a spray room used for painting vehicles or equipment;

(17) Any contaminated runoff from a vehicle wrecking yard;

(18) Any substance or material that will damage, block, or clog the MS4; or

(19) Any release from a petroleum storage tank (PST), or any leachate or runoff from soil contaminated by leaking PST; or any discharge of pumped, confined, or treated wastewater from the remediation of any such PST release, unless the discharge has received a NPDES permit from the state.

(d) No person shall introduce or cause to be introduced into the MS4 any harmful quantity of sediment, silt, earth, soil, or other material associated with clearing, grading, excavation or other construction activities in excess of what could be retained on site or captured by employing sediment and erosion control measures to the maximum extent practicable under prevailing circumstances.

(e) No person shall connect a line conveying sanitary sewage, domestic or industrial, to the MS4, or allow such a connection to continue.

(f) Regulation of Pesticides and Fertilizers.

(1) No person shall use or cause to be used any pesticide or fertilizer in any manner that the person knows, or reasonably should know, is likely to cause, or does cause, a harmful quantity of the pesticide or fertilizer to enter the MS4 or waters of the United States.

(2) No person shall dispose of, discard, store, or transport a pesticide or fertilizer, or its container, in a manner that the person knows, or reasonably should know, is likely to cause, or does cause, a harmful quantity of the pesticide or fertilizer to enter the MS4 or waters of the United States.

(g) Used Oil. No person shall discharge used oil into the MS4 or a sewer, drainage system, septic tank, surface water, groundwater or water course.

(h) Vegetative Waste and Structures.

(1) No person shall construct, maintain, or allow any natural or non-natural structures or vegetative barriers including but not limited to trees, shrubbery,

berms, fences (including chain link), and walls upon any MS4 which, the Director finds impedes, detains, retains, or otherwise interferes with the drainage of stormwater regardless of the source of stormwater.

(2) No person shall deposit leaves, grass, trash or other such materials upon any MS4 if such deposit shall be determined by the Director to interfere with the ability of the city to properly maintain or clean the area to allow for the safe and efficient drainage of stormwater, or such accumulation directly interferes with the safe and efficient drainage of stormwater through the MS4.

(3) No owner or occupant of property which abuts upon any MS4 shall permit or allow the accumulation of leaves, grass, trash or other such materials upon such MS4 if such accumulation is determined by the Director to interfere with the ability of the city to properly maintain or clean the area to allow for the safe and efficient drainage of stormwater, or such accumulation directly interferes with the safe and efficient drainage of stormwater through the MS4.

(i) Cleanup.

(1) Should it be determined by the Director that any person or business has allowed any pollutant into the MS4 or waters of the United States, immediate measures will be taken by the responsible party to remove the pollutants. If the pollutants are not removed within the time period specified by the Director, the city may remove the pollutants and assess the cost thereof to the responsible party. The city may use any legal means to collect such costs, should the responsible party fail to pay such cost within forty-five days.

(2) The responsible party may also be issued a citation for such violation of this Code in the manner set forth and described in this Stormwater Code.

15-804. Release reporting and cleanup.

(a) Any person responsible for any release of any hazardous material that may flow, leach, enter, or otherwise be introduced into the MS4 or waters of the United States shall comply with all state, federal, and any other local law requiring reporting, cleanup, containment, and any other appropriate remedial action in response to the release.

(b) As soon as possible following such release, a written report shall be obtained by the Director from all City, County, and State agencies with authority over reporting, cleanup, containment, and any other appropriate remedial action associated with such release.

15-805. Stormwater discharges from construction activities.

(a) General Requirements (All Sites).

(1) The owners of construction sites shall ensure that best management practices are used to control and reduce the discharge of pollutants into the MS4 and waters of the United States to the maximum extent possible under the circumstances.

(2) Qualified personnel (provided by the owner of the construction site) shall inspect disturbed areas that have not been finally stabilized, areas used for storage of materials that are exposed to precipitation, structural control measures, and locations where vehicles enter or exit the site, at least once every seven calendar days and within twenty-four hours of the end of a storm that is one-half inch or greater. All erosion and sediment control measures and other identified best management practices shall be observed in order to ensure that they are operating correctly and are effective in preventing significant impacts to receiving waters and the MS4. Based on the results of the inspection, the best management practices shall be revised as appropriate as soon as practicable. These inspections, along with a description of revisions, will be documented in writing and available for inspection by the Director upon request.

(3) Should it be found that soil or pollutants have already or may be carried into the MS4 or waters of the United States, immediate measures will be taken by the owner to remedy the violation and/or remove the pollutants. If the owner fails to remove pollutants within the time period prescribed in the notice of violation from the city, the city may remove the pollutants and assess the cost thereof to the responsible owner. Failure of the owner to pay such costs will be grounds for the denial of further approvals or the withholding of occupancy certificates.

(4) When determined to be necessary for the effective implementation of this section, the Director may require any plans and specifications that are prepared for the construction of site improvements to illustrate and describe the best management practices required by subsection (A)(1) of this section that will be implemented at the construction site. Should the proper BMP's not be installed or if the BMP's are ineffective, upon reasonable notice to the owner, the city may deny approval of any building permit, grading permit, subdivision plat, site development plan, or any other city approval necessary to commence or continue construction, or to assume occupancy.

(5) The owner of a site of construction activity is responsible for compliance with the requirements in this subsection. In the case of new subdivisions,

builders on individual lots can operate under the developer's NPDES permit if the developer's SWP3 deals with individual lots and the contractor's certification has been signed.

(6) Any contractor on a construction site will also be required to use best management practices so as to minimize pollutants that enter into the MS4.

(7) All persons shall avoid damaging BMP devices once in place. Any person damaging a BMP device shall be responsible for the repair of the damaged BMP device. Malicious destruction of a BMP device or failure of such responsible person to repair BMP device will be deemed a violation of this chapter.

(b) Sites Requiring Federal and/or State NPDES Stormwater Discharge Permits. All owners of and contractors on sites of construction activity, that require a federal or state NPDES stormwater discharge permit, or that are part of a common plan of development or sale requiring such permit(s), shall comply with the following requirements (in addition to those in subsection A of this section):

(1) Any owner who intends to obtain coverage for stormwater discharges from a construction site under the Kansas general permit for stormwater discharges from construction sites ("the construction general permit") shall submit a signed copy of its notice of intent (NOI) and Stormwater Runoff Management Plan to the Director when a building permit application is made. If the construction activity is already underway upon the effective date of this chapter, the NOI shall be submitted within thirty days. When ownership of the construction site changes, a revised NOI shall be submitted within fifteen days of the change in ownership.

(2) A stormwater pollution prevention plan (SWP3) shall be prepared and implemented in accordance with the requirements of the construction general permit or any individual or group NPDES permit issued for stormwater discharges from the construction site, and with any additional requirement imposed by or under this chapter and any other city chapter.

(3) The SWP3 shall be prepared by a qualified personnel and shall comply with State NPDES requirements. The signature of the preparer shall constitute his or her attestation that the SWP3 fully complies with the requirements of the permit issued.

(4) The SWP3 shall be completed prior to the submittal of the NOI to the Director and for new construction, prior to the commencement of construction

activities. The SWP3 shall be updated and modified as appropriate and as required by the NPDES permit.

(5) The Director may require any owner who is required by subsection (B)(2) of this section to prepare a SWP3, to submit the SWP3, and any modifications thereto, to the Director for review at any time.

(6) Upon the Director's review of the SWP3 and any site inspection that he or she may conduct, if the SWP3 is not being fully implemented, the Director or his or her representative may upon reasonable notice to the owner, deny approval of any building permit, grading permit, site development plan, final occupancy certificate, or any other city approval necessary to commence or continue construction. A stop work order may also be issued.

(7) All contractors working on a site subject to a NPDES permit shall sign a copy of the following certification statement before beginning work on the site: "I certify under penalty of law that I understand the terms and conditions of the National Pollutant Discharge Elimination System (NPDES) permit that authorizes the stormwater discharges associated with construction activity from the construction site identified as part of this certification and with the stormwater pollution prevention ordinance of the city, and I agree to implement and follow the provisions of the Stormwater Pollution Prevention Plan (SWP3) for the construction site." The certification must include the name and title of the person providing the signature; the name, address, and telephone number of the contracting firm; the address (or other identifying description) of the site; and the date the certification is made. All contractors will be responsible for their own activities to ensure that they comply with the owners' SWP3. Failure to comply with the SWP3 or malicious destruction of BMP devices is deemed to be a violation of this chapter.

(8) The SWP3 and the certifications of contractors required by subsection (B)(7) of this section, and with any modifications attached, shall be retained at the construction site from the date of construction commencement through the date of final stabilization.

(9) The Director may notify the owner at any time that the SWP3 does not meet the requirements of the NPDES permit issued or any additional requirement imposed by or under this chapter. Such notification shall identify those provisions of the permit or this chapter which are not being met by the SWP3, and identify which provisions of the SWP3 require modification in order to meet such

requirements. Within thirty days of such notification from the Director, the owner shall make the required changes to the SWP3 and shall submit to the Director a written certification from the owner that the requested changes have been made.

(10) The owner shall amend the SWP3 whenever there is a change in design, construction, operation or maintenance, which has a significant effect on the potential for the discharge of pollutants to the MS4 or to the waters of the United States, and which has not otherwise been addressed in the SWP3, or if the SWP3 proves to be ineffective in eliminating or significantly minimizing pollutants, or in otherwise achieving the general objective of controlling pollutants in stormwater discharges.

(11) Qualified personnel (provided by the owner of the construction site) shall inspect disturbed areas that have not been finally stabilized, areas used for storage of materials that are exposed to precipitation, structural control measures, and locations where vehicles enter or exit the site, at least once every seven calendar days and within twenty-four hours of the end of the storm that is one-half inch or greater. Disturbed areas and areas used for storage of materials that are exposed to precipitation shall be inspected for evidence of, or the potential for, pollutants entering the drainage system. Erosion and sediment control measures identified in the SWP3 shall be observed to ensure that they are operating correctly. Where discharge locations or points are accessible, they shall be inspected to ascertain whether erosion control measures are effective in preventing significant impacts to receiving waters or the MS4. Locations where vehicles enter or exit the site shall be inspected for evidence of off-site sediment tracking.

(12) Based on the results of the inspections required by subsection (B)(11) of this section, the pollution prevention measures identified in the SWP3 shall be revised as appropriate. Such modifications shall provide for timely implementation of any changes to the SWP3 within ten calendar days following the inspection.

(13) A report summarizing the scope of any inspection required by subsection (B)(11) of this section, and the names(s) and qualifications of personnel making the inspection, the date(s) of the inspection, major observations relating to the implementation of the SWP3, and actions taken in accordance with subsection (B)(12) of this section shall be made and retained on site as part of the SWP3. Such report shall identify any incidence of noncompliance. Where a report does

not identify any incidence of noncompliance, the report shall contain a certification that the facility is in compliance with the SWP3, the facility's NPDES permit, and this chapter. The report shall be certified and signed by the person responsible for making it.

(14) The owner shall retain copies of any SWP3 and all reports required by this chapter or by the NPDES permit for the site, and records of all data used to complete the NOI for a period of at least three years from the date that the site is finally stabilized.

(15) Upon final stabilization of the construction site, the owner shall submit written certification to the Director that the site has been finally stabilized. The city may withhold the final occupancy or use permit for any premises constructed on the site until such certification of final stabilization has been filed and the Director has determined, following any appropriate inspection, that final stabilization has occurred and that any required permanent structural controls have been completed.

15-806. Stormwater discharges associated with industrial activity.

All operators of: (1) municipal landfills; (2) hazardous waste treatment, disposal, and recovery facilities; (3) industrial facilities that are subject to Section 313 of Title III of the Superfund Amendments and Reauthorization Act of 1986 (SARA) 42, U.S.C. Section 11023; industrial facilities required to obtain NPDES stormwater discharge permits due to their standard industrial classification or narrative description; and (4) industrial facilities that the Director determines are contributing a substantial pollutant loading to the MS4, which are sources of stormwater discharges associated with industrial activity, shall comply with the following requirements:

(a) Any owner who intends, after the effective date of this chapter, to obtain coverage for a stormwater discharge associated with industrial activity under the Kansas general permit for stormwater discharges associated with industrial activity ("the industrial general permit") shall submit a signed copy of its notice of intent (NOI) to the Director.

(b) When required by their NPDES permit, all industries listed in this section shall prepare a stormwater pollution prevention plan (SWP3) and implement such plan in accordance with the requirements of their state or federal NPDES permit.

(c) The SWP3, when required, shall be prepared and signed by a qualified individual and will comply with all state NPDES requirements. The signature of the preparer shall constitute his or her attestation that the SWP3 fully complies with the requirements of the NPDES permit.

- (d) The SWP3, when required, shall be updated and modified as appropriate and as required by the NPDES permit and this chapter.
- (e) A copy of any NOI that is required by subsection (A)(1) of this section shall be submitted to the city in conjunction with any application for a permit or any other city approval necessary to commence or continue operation of the industrial facility.
- (f) The Director may require any operator who is required by subsection (A)(2) of this section to prepare a SWP3, to submit the SWP3, and any modifications thereto, to the Director for review.
- (g) Upon the Director's review of the SWP3 and any site inspection that he or she may conduct, the Director may upon reasonable notice to the owner, deny approval necessary to commence or continue operation of the facility, on the grounds that the SWP3 does not comply with the requirements of the NPDES permit, or any additional requirement imposed by or under this chapter. Also, if at any time the Director determines that the SWP3 is not being fully implemented, upon reasonable notice to the owner, he or she may deny approval of any application for a permit or other city approval necessary to commence or continue operation of the facility.
- (h) The SWP3, if required, with any modifications attached, shall be retained at the industrial facility from the date of commencement of operations until all stormwater discharges associated with industrial activity at the facility are eliminated and the required notice of termination (NOT) has been submitted.
- (i) The Director may notify the owner at any time that the SWP3 does not meet the requirements of the NPDES permit, or any additional requirement imposed by or under this chapter. Such notification shall identify those provisions of the permit or chapter, which are not being met by the SWP3, and identify which provisions require modification in order to meet such requirements. Upon thirty days of such notification from the Director, the owner shall submit to the Director a written certification that the requested changes have been made.
- (j) The owner shall amend the SWP3, if required, whenever there is a change in design, construction, operation or maintenance, which has a significant effect on the potential for the discharge of pollutants to the MS4 or to the waters of the United States, or if the SWP3 proves to be ineffective in eliminating or significantly minimizing pollutants, or in otherwise achieving the general objective of controlling pollutants in stormwater discharges.
- (k) As may be required by the facilities NPDES permit, qualified personnel (provided by the owner) shall inspect equipment and areas of the facility specified in the SWP3 at

appropriate intervals or as may be specified in their NPDES permit. A set of tracking or follow up procedures shall be used to ensure that appropriate actions are taken in response to the inspections. Records of inspection shall be maintained.

(l) Industrial facilities will implement a sampling and testing program as required by their individual NPDES permits. The Director may require written reports of any such monitoring and testing to be submitted to him or her.

(m) The owner shall retain the SWP3 and all sampling and testing reports until at least one year after stormwater discharges associated with industrial activity at the facility are eliminated, or the operator is no longer operating the facility, and a notice of termination (NOT) has been submitted.

(n) For discharges subject to the semi-annual or annual monitoring requirements of the industrial general permit, in addition to the records-retention requirements of this chapter, owners are required to retain for a six year period from the date of sample collection, records of all sampling and testing information collected. Owners must submit such monitoring results, and/or a summary thereof, to the Director upon his or her request.

(o) After the effective date of this chapter, no stormwater discharge shall contain any hazardous metals in a concentration that would result in the violation of any Kansas Surface Water Quality Standard.

15-807. Ditches and ponds.

(a) Duty to Maintain. The owner of any private drainage ditch or pond that empties into the city's MS4 or the waters of the United States has a duty to use BMPs on the ditches or pond to minimize the pollutant levels downstream. Such BMPs include, but are not limited to, removing excessive build-up of silt, repairing bank erosion, maintaining vegetative cover, the cleaning of inlet and outlet works, and the like.

(b) Inspection and Notice by City. The city will periodically inspect these privately owned ditches and ponds. Should conditions be found that cause the pollution of downstream receiving waters, the Director shall so notify the owners, and state what actions are expected by the owners to remedy the problem.

(c) Failure to Repair. Should the owners fail to make the necessary repair within one hundred twenty days after notice, the city is authorized to do the repairs at the expense of the owner. Should the owner fail to reimburse the city for the cost of the repairs upon demand, the city may assess the cost thereof to the owner and initiate any collection proceedings authorized by law.

15-808. Compliance monitoring.

(a) Right of Entry. The Director or his or her authorized representatives, shall have the right to enter the premises of any person discharging stormwater to the municipal separate storm sewer system (MS4) or to waters of the United States at any reasonable time to determine if the discharger is complying with all requirements of this chapter, and with any state or federal discharge permit, limitation, or requirement. Dischargers shall allow the inspectors ready access to all parts of the premises for the purposes of inspection, sampling, records examination and copying, and for the performance of any additional duties. The director or his designee is hereby authorized to enter upon premises for all such purposes to perform the duty imposed upon him or her by this Code and may apply to a court of competent jurisdiction for an order granting such entry in the event it is denied.

(b) Records. Subject to the requirements of subsection A of this section, dischargers shall make available, upon request, any SWP3s, modifications thereto, self-inspection reports, monitoring records, compliance evaluations, notices of intent, and any other records, reports, and other documents related to compliance with this chapter and with any state or federal discharge permit.

(c) Sampling. The Director shall have the right to set up on the discharger's property such devices that are necessary to conduct sampling of stormwater discharges.

15-809. Subdivision development.

(a) The developer of any subdivision requiring a federal or state NPDES stormwater discharge permit will be responsible for obtaining the required permit and developing and implementing an overall SWP3 for the subdivision. Such SWP3 shall include BMPs to be used on individual lot building sites.

(b) City contractors installing public streets; water, sanitary sewer, storm sewer lines; and/or sidewalks will be required to comply with the developers' SWP3s and sign the appropriate contractor certification statement. For work in public rights-of-way or easements requiring a federal or state NPDES stormwater discharge permit, the city shall be responsible for obtaining the required permit and preparing and implementing the required SWP3s.

(c) Any utility company installing utilities within a new subdivision will also be required to comply with the developers' SWP3's and sign the appropriate contractor certification statement. For work in public rights-of-way or easements requiring a federal or state NPDES stormwater discharge permit, the utility company shall be responsible for obtaining the required permit and preparing and implementing the required SWP3s.

(d) The purchasers or individual lots within the subdivision for construction purposes shall comply with the developers' SWP3 and shall sign a certification statement agreeing to do so.

15-810. Enforcement actions.

(a) The discharge of, or potential discharge of, any pollutant to the MS4 or waters of the United States; failure to properly apply for a federal or state stormwater discharge permit; the failure to prepare or implement a SWP3 when required by a federal or state permit; the failure to use effective BMP devices; the malicious destruction of BMP devices; failure to repair BMP devices; the failure to comply with any directive, citation, or order issued under this chapter; are violations of this chapter for which enforcement action may be taken.

(b) The enforcement actions to be taken under this chapter are as follows:

(1) Criminal Penalty. Any person violating any provision of this chapter shall be prosecuted in the City's municipal court as set forth below. First and second offenses shall be prosecuted as code violations punishable by a fine of not more than one thousand dollars. Third and subsequent convictions of violations of the City's stormwater regulations shall be misdemeanors, punished by a fine of not more than one thousand dollars and/or by imprisonment for not more than six months, or by both such fine and imprisonment. Each and every day during which any violation of any provision of this chapter is committed, continued, or permitted is a separate violation.

(2) Stop Work Order. Notwithstanding other penalties provided by this chapter, whenever the Director, or their designees, finds that any owner or contractor on a construction site has violated, or continues to violate, any provision of this chapter or any order issued thereunder, the Director may after reasonable notice to the owner or contractor issue a stop work order to the owner and contractors by posting such order at the construction site. Such order should also be distributed to all city departments and divisions whose decisions may affect any activity at the site. Unless express written exception is made, the stop work order shall prohibit any further construction activity at the site and shall bar any further inspection or approval by the city associated with the building permit, grading permit, site development plan approval, or any other approval necessary to commence or to continue construction or to assume occupancy at the site. Issuance of a stop work order shall not be a bar against, or a prerequisite for, taking any other action against the violator. Failure to comply with the

requirements of any stop work order is a violation of this chapter and grounds for refusal to issue the Contractor any construction permits for future projects.

(3) Administrative Penalty Process.

(A) When the Director finds that any stormwater discharger has violated or continues to violate the provisions set forth in this chapter, or the discharger's NPDES permit or any order issued thereunder, the Director may issue an order for compliance to the discharger. Such orders may contain any requirements as might be reasonably necessary and appropriate to address noncompliance including, but not limited to, the installation of best management practices, additional self-monitoring, and/or disconnection from the MS4.

(B) The Director, with the approval of the Governing Body, is empowered to enter into consent orders, assurances of voluntary compliance, or other similar documents establishing an agreement with any industrial discharger responsible for noncompliance. Such orders shall include specific action to be taken by the discharger to correct the noncompliance within a time period specified by the order.

(C) Notwithstanding any other remedies or procedures available to the city, any discharger who is found to have violated any provision of this chapter, or any NPDES permit or any order issued under this chapter, may be assessed an administrative penalty as follows:

(i) Failure to properly apply for a required NPDES permit: first offense: five hundred dollars; second and subsequent offenses: two thousand five hundred dollars per violation;

(ii) Failure to prepare stormwater pollution prevention plan: first offense: five hundred dollars; second and subsequent offenses: two thousand five hundred dollars per violation;

(iii) Failure to install best management practices: first offense: two hundred dollars; second and subsequent offenses: one thousand dollars per violation;

(iv) Failure to maintain best management practices: first offense: two hundred dollars; second and subsequent offenses: one thousand dollars per violation;

- (v) Failure to perform required sampling and testing or provide testing reports: first offense: two hundred dollars; second and subsequent offenses: one thousand dollars per violation.

Each day on which noncompliance shall occur or continue shall be deemed a separate and distinct violation. Upon assessment of any administrative penalty, the city will bill the violator for such charge and the Director shall have such collection remedies as are available at law. No further construction permits shall be issued to a violator until all such administrative penalties are paid.

15-811. Applicability of enforcement actions.

- (a) Illegal dumping will be subject to criminal penalties process.
- (b) Illegal connections will be subject to either the criminal or administrative penalty processes.
- (c) Industrial violations will be subject to the administrative penalty process.
- (d) Individual building sites not requiring a federal or state NPDES permit will be subject to the criminal penalty and the stop work order processes; however, any owner or contractor of such sites deemed guilty in a court of law of a violation of this chapter will also be subject to the administrative penalty process for subsequent violations of this chapter.
- (e) Individual building sites requiring a federal or state NPDES permit will be subject to the administrative penalty process.
- (f) Subdivision developers in subdivisions not requiring a federal or state NPDES permit will be subject to the criminal penalty and stop work order processes; however, any owner or contractor of such sites deemed guilty in a court of law of a violation of this chapter will also be subject to the administrative penalty process for subsequent violations of this chapter.
- (g) Subdivision developers of subdivisions requiring a federal or state NPDES permit will be subject to the administrative penalty process.
- (h) City contractors and utility companies working on projects not requiring a federal or state NPDES permit will be subject to the criminal penalty process.
- (i) City contractors and utility companies working on projects requiring federal or state NPDES permit will be subject to the administrative penalty process.

15-812. Hearing and appeal.

Any violator that is subjected to the administrative penalty or stop work order processes may request an administrative hearing and appeal as follows:

- (a) Any party affected by a penalty, order, directive or determination issued or made, pursuant to this chapter may, within seven days of the issuance of such penalty, order, directive, or determination request a hearing before the Director to show cause why such should be modified or made to not apply to such person. Such request shall be in writing and addressed to the Haysville City Clerk, 200 W. Grand, Haysville, Kansas, 67060. The Director or his designee shall hold the requested hearing as soon as practical after receiving the request, at which time the person affected shall have an opportunity to be heard. At the conclusion of the hearing, the Director shall issue a written response to the person requesting the hearing affirming, modifying, or rescinding the penalty, order, directive, or determination issued or made.
- (b) Any party aggrieved by the decision of the Director may appeal such decision to the Governing Body within seven days of receipt of the decision by filing notice of appeal with the City Clerk. The Governing Body may affirm, modify, or reverse the decision of the Director. Any appeal of the Governing Body's decision shall be as provided by state law.
- (c) Any hearing or appeal as described in this section to either the Director or Governing Body shall not be required to conform to the rules of a judicial hearing, shall be deemed an administrative hearing or appeal, and shall allow the aggrieved party an opportunity to explain his/her position. A reasonable time limit may be set upon such hearing.

15-813. Enforcement personnel authorized.

The following personnel employed by the city shall have the power to issue notices of violations, criminal citations and implement other enforcement actions under this chapter:

- (a) The Director and his/her designees;
- (b) All authorized code enforcement officers.

15-814. Other remedies.

Notwithstanding any other remedies or procedures available to the city, if any person discharges into the MS4 in a manner that is contrary to the provisions of this chapter, or any NPDES permit or order issued hereunder, the city attorney may commence an action for appropriate legal and equitable relief including damages and costs in the district court of Sedgwick County. The city attorney may seek a preliminary or permanent injunction or both which restrains or compels the activities on the part of the discharger.

15-815. Falsifying information.

Any person who knowingly makes false statements, representation or certification in any application, record, report, plan or other document filed or required to be maintained pursuant to this chapter or any NPDES permit, or who falsifies, or tampers with any monitoring device or method required under this chapter shall, upon conviction in the City's municipal court, be found guilty of a Class A misdemeanor, punished by a fine of not more than two thousand five hundred dollars or by imprisonment for not more than one year, or by both such fine and imprisonment.

15-816. Supplemental enforcement actions.

(a) Performance Bonds. Where necessary for the reasonable implementation of this chapter, the Director may, by written notice, order any owner of a source of stormwater discharge associated with construction or industrial activity affected by this chapter to file a satisfactory bond, payable to the city, in a sum not to exceed a value determined by the Director to be necessary to achieve consistent compliance with this chapter. The city may deny approval of any building permit, grading permit, subdivision plat, site development plan, or any other city permit or approval necessary to commence or continue construction or industrial activity at the site, or to assume occupancy, until such a performance bond has been filed.

(b) Liability Insurance. Where necessary for the reasonable implementation of this chapter, the Director may, by written notice, order any owner of a source of stormwater discharge associated with construction or industrial activity affected by this chapter to submit proof that it has obtained liability insurance, or other financial assurance, in an amount not to exceed a value reasonably determined by the Director, that is sufficient to remediate, restore, and abate any damage to the MS4, the waters of the United States, or any other aspect of the environment that is caused by the discharge.

15-817. Stormwater runoff management plans.

No development shall increase the quantity and rates of stormwater emanating from said land areas except in accordance with an approved stormwater management plan as provided in these regulations. The stormwater management plan shall be prepared by a licensed professional engineer in the state. No building permits shall be issued prior to the approval of the stormwater management plan by the Director. The definitions utilized under 15801 et seq. shall be utilized within this portion of the Haysville Municipal Code.

15-818. Preliminary stormwater management plan.

(a) A preliminary stormwater management plan shall accompany all preliminary applications for land development. This preliminary plan shall contain but not be limited to the following information and data:

(1) A site plan of suitable scale and contour interval showing topographical information of the land to be developed and adjoining land whose topography may affect the proposed layout or drainage patterns for the development. A general plan of final contours of the site development shall also be shown as shall all existing streams, waterways, channels and the extent of the established floodplains;

(2) The location and calculated flow rates of all adjacent storm drainage facilities;

(3) A general discussion of the type and characteristics of soils contained in the development area;

(4) A discussion of the concepts to be considered in the development to handle anticipated stormwater runoff including the methods to be utilized to detain or control increased stormwater runoff generated by the proposed development;

(5) A preliminary plan of proposed storm drainage facilities including preliminary calculations of runoff to be handled by such facilities;

(6) A discussion of the possible effects that the proposed development could have on areas adjoining the development.

(b) Following the receipt of the preliminary stormwater management plan, a general review meeting shall be conducted and shall include the Director and representatives of the developer and the developer's engineer. The City Engineer and City Planner may be included at the discretion of the Director. The purpose of this review shall be to jointly agree on the conceptual methods proposed to be utilized and the possible effects of the proposed development on existing or future adjacent developments.

15-819. Final stormwater management plan.

(a) Following the review of the preliminary stormwater management plan and after the general approval of the preliminary plan by the Director, a final stormwater management plan shall be prepared for each phase of the proposed project as each phase is developed. The submittal of the final plan shall coincide with the application for final approval of the development and shall constitute a refinement of the concepts approved in the preliminary plan. It is important to note that if a project is to be phased, the total area of the conceptual project is to be considered in all calculations and that

facilities should be designed for each phase which would be compatible with those of the total development plan. The final stormwater management plan for any development shall include but not be limited to the following additional information unless specifically allowed to be excluded by the Director:

- (1) A topographic map of the project site and adjacent areas, of suitable scale and contour interval, which shall define the location of streams, the extent of floodplains and calculated high-water elevations, the shoreline of lakes, ponds, swamps, and detention basins including their inflow and outflow structures, if any;
- (2) The location and flowline elevation of all existing sanitary and storm sewers, and the location of any existing sewage treatment facilities, which fall within the project limits and within a distance of five hundred feet beyond the exterior boundaries of the project;
- (3) Detailed determination of runoff anticipated for the entire project site following development indicating design volumes and rates of proposed runoff for each portion of the watershed tributary to the storm drainage system, the calculations used to determine said runoff volumes and rates and review of the criteria which has been used by the design engineer;
- (4) A layout of the proposed stormwater management system including the location and size of all drainage structures, storm sewers, channels and channel sections, detention basins, and analyses regarding the effect said improvements will have upon the receiving channel and its high-water elevation;
- (5) The slope, type, size, and flow calculations for all existing and proposed storm sewers and other waterways;
- (6) For all detention basins, if any, plot or tabulation of storage volumes with corresponding water surface elevations and of the basin outflow rates for those water surface elevations;
- (7) For all detention basins, if utilized, design hydrographs of inflow and outflow for the differential runoff from the site under proposed development conditions;
- (8) A grading and sediment and erosion control plan for the project site;
- (9) A profile and one or more cross-sections of all existing and proposed channels or other open drainage facilities, showing existing conditions and the proposed changes thereto, together with the high-water elevations expected from stormwater runoff under the controlled conditions called for by these

regulations and the relationship of structures, streets, and other utilities to such channels.

(b) The final stormwater management plan shall be reviewed by the Director. If it is determined according to present engineering practice that the proposed development will provide control of stormwater runoff in accordance with the purposes, design criteria and performance standards of these regulations and will not be detrimental to the public health, safety, and general welfare, the Director shall approve the plan or conditionally approve the plan, setting forth the conditions thereof. If approved, a drainage permit for the development shall be granted. If it is determined that the proposed development will not control stormwater runoff in accordance with these regulations the Director shall disapprove the stormwater management plan. If disapproved, the application and data shall be returned to the applicant for corrective action and resubmittal.

15-820. Design criteria.

Unless otherwise approved, the following rules shall govern the design of improvements with respect to managing stormwater runoff:

(a) **Methods Of Determining Stormwater Runoff.** In determining the amount of stormwater runoff from a development, it is important for the designer to relate the methodology to be used in his calculations to the proportionate size of the tributary watershed area. Approved methods of determining stormwater runoff shall be contained in the Storm Water Manual. Use of methods other than those described in the Stormwater Manual shall be only upon approval of the Director.

(b) **Development Design.** Streets, blocks, depth of lots, parks, and other public grounds shall be located and laid out in such a manner as to minimize the velocity of overland flow and allow maximum opportunity for infiltration of stormwater into the ground, and to preserve and utilize existing and planned streams, channels and detention basins, and include, whenever possible, streams and floodplains within parks and other public grounds.

(c) **Enclosed Systems And Open Channels.** The Design Criteria for Storm Drainage Facilities, latest edition, of the city, which by reference is made a part hereof as though repeated verbatim in this article, shall govern the design of enclosed systems and open channels within the city.

(d) **Methods Of Controlling Downstream Flooding.** The Director shall determine whether the proposed plan will cause or increase downstream local flooding conditions. This determination shall be made on the basis of existing downstream development and

drainage system capabilities and an analysis of stormwater runoff prior to and after the proposed development. If the Director determines that the proposed development will cause or increase downstream local flooding conditions during the design storm, provisions to minimize such flooding conditions shall be included in the design of storm drainage improvements and/or the temporary controlled detention of stormwater runoff and its regulated discharge to the downstream storm drainage system.

(e) Downstream Improvements. Improvements to minimize downstream flooding conditions may include, but not be limited to, the construction of dams, dikes, levees, and floodwalls; culvert enlargements; and channel clearance and modification projects.

(f) Detention Basins. Temporary detention of stormwater runoff may be used in developments in order to minimize downstream flooding conditions. Generally, stormwater detention basins shall be designed and constructed for the attenuation of the peak rate of runoff to an amount not greater than that occurring prior to development. Temporary storage facilities will not be required in situations where the installation of such a facility would adversely affect the environment or where the site discharges directly into a major stream or system component. The design of temporary detention facilities shall be in accordance with the following design criteria:

(1) Storage volume requirements: Sufficient storage volume shall be provided to prevent local flooding damage. Such volume shall be adequate to contain the differential volume of runoff which would result from the design storm occurring on a fully developed site over the maximum allowable release rate. Inflow rates into the storage basin shall be determined utilizing either the rational method or the unit hydrograph method dependent on the development size limitations and methodologies described in subsection (1) of this section. The minimum rainfall event to be utilized in determining the detention storage volume shall be based upon the planned land usage and intensity within the tributary area and shall be as follows:

(A) Residential development, ten-year rainfall event.

(B) Commercial and industrial, twenty-five-year rainfall event.

(2) Minimum rainfall events shall be based upon the twenty-four-hour point rainfall as indicated in Technical Paper No. 40 published by the Department of Commerce, Weather Bureau.

(3) In the event of special circumstances the Director may require the use of storms of greater magnitude. When utilizing the rational method for runoff

computations the rainfall intensity (i) and runoff coefficient (c) shall be based upon the area being fully developed in accordance with the planned land usage.

(4) Associated with the analysis will be the routing of the storm hydrograph through the basin to determine the effect of the temporary storage on the rate of inflow.

(5) As a result of the flood routing procedure, a determination of the required combination to temporary storage volume and outlet control required to reduce post development peak outflows to no more than the maximum allowable release rate may be made.

(g) Maximum allowable release rate: The basic design factor used in the determination of the maximum release rate of a detention facility shall be the capability of the downstream system to handle the flow adequately. In general, the maximum release rate shall be defined as the rate of runoff occurring prior to the proposed development taking place and shall be determined mathematically as the runoff resulting from a ten-year return-frequency rainfall calculated using the rational formula. Deviations from the use of this rainfall frequency in design calculations shall be only where approved by the Director. Actual rainfall intensity (i) shall be determined for the time of concentration of the tributary area in its undeveloped and natural state. The runoff coefficient (c) shall likewise be determined for the land in its undeveloped state. In no case shall the release rate exceed the existing "safe" storm drainage capacity of the downstream system or watercourse.

(h) Freeboard: The minimum elevation of the top of the detention storage basin embankment shall be at least one foot above the water surface with the emergency spillway flowing at design, or a minimum of two feet above the crest of the emergency spillway.

(i) Sediment storage: A sediment storage volume of at least five percent of the total required temporary storage volume for runoff detention shall be provided.

(j) Outlet control works: Outlet works shall not include any mechanical components or devices and shall function without requiring attendance or control during operation. Size and hydraulic characteristics shall be such that all water in detention storage is released to the downstream storm sewer system within twenty-four hours after the end of the design rainfall.

(k) Emergency overflow: A method of emergency overflow shall be designed and provided to permit the safe passage of runoff generated from a one-hundred-year storm.

(l) Other design considerations: All stormwater detention basins shall be designed with the capability of passing a one-hundred-year hydrograph from a fully developed watershed basin through the outlet works without causing failure of the embankment. It is not the intent of this requirement to entail any additional reduction of the peak runoff rate, but to assure the integrity and safety of the structure.

(m) Design data submittal: In addition to complete plans, the following design data shall be submitted to the Director for all projects including temporary detention facilities:

- (1) Rainfall hydrograph plotted in units of inches per hour as ordinates, and time from beginning of the storm as abscissas;
- (2) Runoff hydrograph plotted in units of cubic feet per second runoff rate of the tributary area as ordinates, and time from the start of runoff as abscissas;
- (3) Area: capacity curve for proposed detention facility plotted in units of datum elevation as ordinates, and cumulative volume of storage as abscissas;
- (4) Discharge characteristics curve or outlet works plotted in units of detention facility water surface elevation as ordinates, and discharge rate for cubic feet per second (cfs) as abscissas; as ordinates, and time from the start of runoff as abscissas. Curves shall be so arranged that the vertical distance between the accumulated storage and accumulated discharge will indicate the net volume in storage at any point in time. Curves shall be extended to the time required for complete discharge of all runoff stored in the detention facility.

(n) Other detention methods: In addition to the above criteria, the following detention methods may be utilized to provide temporary detention storage:

- (1) Wet-bottom basins: The minimum normal depth of water before the introduction of excess stormwater shall be four feet. If fish are to be used to keep the basin clean, at least one quarter of the area of the permanent pool must have a minimum depth of ten feet. For emptying purposes, cleaning or shoreline maintenance, facilities shall be provided or plans prepared for the use of auxiliary equipment to permit emptying and drainage. All surface area within the fluctuating limits of the basin storage or that which is susceptible to or designed as overflow areas from storms with a higher return frequency than those utilized in the design of the facility shall be seeded and mulched, sodded or paved.
- (2) Dry-bottom basins: Where possible these shall be designed to serve secondary purposes for recreation, open space or other types of use which will not be adversely affected by occasional or intermittent flooding. To facilitate

interior drainage, concrete paved swales shall be required from the inflow to the outlet structures.

(3) Rooftop storage: Detention storage may be met in total or in part by detention on roofs. Details of such designs, which shall be included in the drainage permit applications, shall include the depth and volume of storage, details of outlet devices and downdrains, elevations of overflow scuppers, design loadings for the roof structure and emergency overflow provisions.

(4) Paved parking lots: May be designed to provide temporary storage of stormwater on all or a portion of their surfaces to a maximum depth of nine inches. Outlets will be designed so as to empty the stored waters in such a time to create the least amount of inconvenience to the public. Minimum slopes of one percent and maximum slopes of four percent are to be utilized. The minimum freeboard from the maximum water ponding elevation to lowest sill elevation of adjacent buildings or structures shall be one foot.

(Ord. 1125)

15-821. Performance standards.

(a) Stormwater Channel Location. Generally acceptable locations of stormwater runoff channels in the design of a subdivision may include but not be limited to the following:

- (1) In a depressed median of a double roadway, street, or parkway provided the median is wide enough to permit maximum three-to-one side slopes;
- (2) Centered on back lot lines or entirely within the rear yards of a single row of lots or parcels;
- (3) In each of the foregoing cases, a drainage easement to facilitate maintenance and design flow shall be provided and shown on the plat. No structures will be allowed to be constructed within or across stormwater channels.

(b) Storm Sewer Outfall. The storm sewer outfall shall be designed so as to provide adequate protection against downstream erosion and scouring.

(c) Lot Lines. Whenever the plans call for the passage and/or storage of floodwater, surface runoff, or stormwater along lot lines, the grading of all such lots shall be prescribed and established for the passage and/or storage of waters. No structure may be erected in these areas which will obstruct the flow of stormwater. Additionally, installation of fences and the planting of shrubbery or trees within the areas will not be

permitted. Changes in the grade and contours of the floodwater or stormwater runoff channels will not be permitted unless approved in writing by the Director.

(d) Manholes. All sanitary sewer manholes constructed in a floodplain or in an area designed for the storage or passage of flood-water or stormwater shall be provided with either a watertight manhole cover or be constructed with a rim elevation of one (1) foot above the high water elevation of the design storm, whichever is applicable to the specific area.

(e) Easements. Permanent easements for the detention and conveyance of stormwater, including easements of access to structures and facilities, shall be dedicated to the city.

(f) Drainage Permits. A drainage permit for projects including detention facilities can be granted by the Director only after the final stormwater management plan has been approved and all easements have been dedicated, accepted, and recorded, and all required maintenance assurances and required bonds have been executed.

15-822. General information concerning plans for grading and sedimentation and erosion control.

(a) Prior to the approval and recording of the final subdivision or land development plan, a plan depicting proposed site grading within the development shall be submitted to the Director for review and approval.

(b) Stripping of vegetation or earthmoving shall not be permitted nor will building permits be issued prior to approval of this plan by the Director.

(c) For major subdivision developments consisting of more than ten lots, the grading plan shall be accompanied by a detailed sedimentation and erosion control plan.

15-823. Grading plan - subdivision.

The grading plan shall be prepared by a licensed professional engineer in the state. The contents of the plan shall include but not be limited to the following information:

(a) Contours of existing grades at intervals not more than five feet. Intervals less than five feet may be required dependent on the character of the topography;

(b) Property lines identified as to existing or proposed lot and block number;

(c) Elevation and location of nearest benchmark (U.S.G.S. datum);

(d) Final grading contours drawn at sufficient intervals of not more than five feet to depict major subdivision drainage patterns. In addition, final grading spot elevations shall be shown for all corners of each lot. Such corner elevations shall be general in

nature and upon approval of the Director may be revised at the time of plot plan submittal;

- (e) One-hundred-year floodplain line with elevation;
- (f) Easement and right-of-way information including drainage easements required for off-site drainage ways;
- (g) Existing or proposed utility information.

15-824. Grading plan - individual lots.

Applications for individual building permits shall be accompanied by a specific grading plan for that lot. Such grading plan shall be incorporated into the plot plan and shall contain as a minimum, the following information:

- (a) Property lines identified as to existing or proposed lot and block number, and/or proposed or assigned street address with distances to property Lines, building setback lines, easements;
- (b) Proposed location of structure;
- (c) Proposed type of structure (i.e. bi-level, split-level, etc.);
- (d) Elevations of the top of foundation, proposed grade at principal structure corners and at lot corners, flowline of adjacent gutters, elevations of culverts, inlets, if applicable, and lowest opening "minimum pad elevation", if applicable;
- (e) Approximate location of drainage swales indicated by directional arrows depicting flow patterns. Spot elevations may be utilized in lieu of arrows. Additional information may be required by the Director to assure protection of adjacent property.

15-825. Minimum grading standards.

- (a) The following minimum criteria for site grading shall apply to all applications for site grading:
 - (1) Protective slopes around structures:
 - (A) Downward slope from structure foundations to drainage swales,
 - (B) Minimum gradients:
 - (i) Impervious surfaces shall be one-eighth inch per foot (one percent),

(ii) Pervious surfaces shall be one-fourth inch per foot (two percent),

(C) Maximum gradient shall be four horizontal to one vertical for a minimum four feet from foundation walls;

(2) Lawn areas:

(A) Minimum gradient shall be one-eighth inch per foot (one percent),

(B) Maximum gradient shall not be greater than three horizontal to one vertical;

(3) Driveways sloping toward buildings shall be graded in such a manner as to provide an intercepting swale draining away from the structure prior to its connection with the building.

(b) In specific cases the use of gradients less than or greater than those specified may be required. Variance from these requirements may be allowed where justified and approved by the Director.

15-826. Sediment and erosion control.

In major developments, or as specifically required by the Director, a detailed sediment and erosion control plan shall accompany all grading plan applications. The implementation of the approved plan shall be concurrent with site grading activities for the proposed development and shall remain in effect until the completion of the subdivision or development. The plan submitted shall address the type and characteristics of the soils within the development and an indication shall be made of the potential erodibility of the site during construction operations. Methods to prevent sedimentation and erosion of the site shall include, but not be limited to, chemical treatment of the soil, siltation basins, mulches and netting. Protective measures proposed to be utilized should be dependent upon the degree of erodibility of the site.

15-827. Appeals.

Any person aggrieved by a decision of this chapter shall have the right to appeal in the manner set forth in Haysville Municipal Code 15-812.

15-828. Penalty for violations; actions.

The violation of any provision of this Code is a misdemeanor, enforceable under any of the provisions of Haysville Municipal Code 15-810, and any person, firm, association, partnership or corporation convicted thereof shall be punished by a fine not to exceed Five Hundred Dollars (\$500.00); and the city shall further have the authority to maintain suits or actions in any court

of competent jurisdiction for the purpose of enforcing any provisions of this code and to abate nuisances maintained in violation thereof; and in addition to other remedies, institute injunction, mandamus, or other appropriate action or proceeding to prevent such unlawful erection, construction, reconstruction, alteration, conversion, maintenance, or use, or to correct or abate such violation, or to prevent the occupancy of the building, structure, or land. Each day any violation of this Code shall continue shall constitute a separate offense.

Article 9. Control of Fats, Oils, and Grease in Food Service Establishments

15-901. Waste discharge.

Waste discharge in food service establishments from fixtures and equipment which may contain grease; including, but not limited to, scullery sinks, pot and pan sinks, pre-rinse/pre-wash sinks in dishwashing areas, wok stoves, self-cleaning stove ventilation/exhaust hood, soup kettles, mop sinks, food prep sinks, and floor drains located in areas where grease-containing materials may exist, may be discharged into the sanitary sewer collection system only under the conditions of this chapter.

When grease-containing materials are processed through garbage grinders, the waste from said garbage grinders should be directed to the grease interceptor. The director must approve garbage grinder disposal installations. An additional 30 percent of wetted volume will be added to the calculated size of the grease interceptor that is to receive garbage grinder waste.

Toilets, urinals, dishwashers, and other similar fixtures shall not discharge through the grease interceptor unless specifically approved, in writing, by the director.

All waste shall enter the grease interceptor through the inlet pipe only.

15-902. Definitions.

Unless otherwise expressly stated, or the context clearly indicates a different intention, the following terms shall, for the purpose of this chapter, have the meaning indicated in this section:

(a) Automatic grease removal device means units, which use devices such as belts, wheels, or skimmers to actively remove the floatable grease from the waste stream. Typical devices include a moving belt entering and exiting a trapped volume of wastewater. The mechanism captures the grease, which is deposited into a separate holding container.

(b) Building discharge line system means a sewer line or lines maintained and controlled by private persons for the purpose of conveying sewage from the waste producing location to the sanitary sewer collection system.

(c) Common grease interceptor means an interceptor to which grease wastes are directed from more than one facility having different operators or type of operations, such as in a multi-tenant building.

(d) Director means the Director of Public Works or designee, who has been given the administrative authority to enforce this chapter.

- (e) Food service establishment means any facility which cuts, cooks, bakes, prepares or serves food, or which disposes of food-related wastes; including, but not limited to, food manufacturers and packagers, restaurants, grocery stores, bakeries, lounges, hospitals, hotels, nursing homes, churches, schools, festivals, and amusement parks.
- (f) Garbage grinder means a device, which shreds or grinds up solid or semisolid waste materials into smaller portions for discharge into the sanitary sewer collection system.
- (g) Generator means a user, by site, who produces wastes from the user's process operations. The generator is responsible for assuring that the produced waste is disposed of in accordance with all federal, state and local disposal regulations.
- (h) Gravity grease interceptor means a device that is constructed to intercept oily and greasy wastes from a food service establishment kitchen and food preparation area. Typical installation is located outside and in-ground as close to the kitchen fixtures as possible while allowing for accessibility for inspections and maintenance.
- (i) Grease means a material composed primarily of fatty matter from animal or vegetable sources or from hydrocarbons of petroleum origins. The terms "oil and grease" or "oil and grease substances" shall be deemed as grease by definition.
- (j) Grease interceptor means a plumbing appurtenance that is installed in a sanitary drainage system to intercept oily and greasy wastes from a wastewater discharge. The device is constructed as to intercept, separate and hold, free-floating oil and grease substances in order to keep oil and grease substances from entering the sanitary sewer collection system.
- (k) Multi-tenant building means a facility with spaces for two or more tenants, including but not limited to

15-903. General criteria – Design and approval.

Grease interceptors shall be constructed at a minimum of 1,000 gallon, two compartments with fittings designed for grease retention. Other grease devices or technologies not meeting the gravity grease interceptor definition shall be subject to the written approval of the director. Such approval shall be based on demonstrated removal efficiencies of the proposed technology. Hydro mechanical grease interceptors, also known as "Under the sink" grease interceptors, shall not be approved.

Access manholes, with a minimum diameter of 24 inches, shall be provided over each chamber and sanitary tee. The access manholes shall extend at least to finished grade and shall be designed and maintained to prevent water inflow or infiltration. The manholes shall also have

readily removable traffic bearing covers to facilitate inspection, grease removal, and wastewater sampling activities.

There shall be an adequate number of access points for cleaning and inspecting all areas of the grease interceptor. Manhole covers shall be gas tight in construction. In areas where additional weight loads may exist, the grease interceptor shall be designed to have adequate load-bearing capacity.

15-904. General criteria – location.

Each grease interceptor shall be so installed and connected that it shall be at all times easily accessible for inspection, cleaning and removal of the intercepted grease. A gravity grease interceptor may not be installed in any part of a building where food is handled. Location of the grease interceptor shall meet the approval of the director. Multiple gravity grease interceptors installed at a single location shall be installed in series.

All new construction multi-tenant buildings shall include a separate waste line for each leasable space that discharges to a common interceptor. This waste line shall be permanently marked to identify it as required by the director. When a space is leased, sold, or rented to a food service establishment, all kitchen drains and any other drains that may carry grease waste shall be connected to this waste line; no domestic sewage may be connected to this line. The property owner shall be responsible for proper maintenance of this interceptor in accordance with the provisions of this ordinance. Festivals and amusement parks shall be considered a single facility for the purpose of this article.

15-905. Installation Requirements.

(a) New Facilities: On or after the effective date of the ordinance codified in this chapter, all food service establishments which are newly proposed, constructed, undergoing a change of ownership, or existing facilities which shall be expanded or renovated to include a food service establishment where such facilities did not previously exist, shall be required to have an approved gravity grease interceptor. Such food service establishments shall submit drainage plumbing plans to the director or designee for approval prior to obtaining a building permit. The director shall approve the prerequisite for an approved, properly sized, type and location of the gravity grease interceptor.

(b) Existing Facilities: On or after the effective date of the ordinance codified in this chapter, all existing food service establishments shall be required to install an approved, properly operated and maintained gravity grease interceptor within 120 days of notification by the city that any of the following conditions exist:

- (1) The facilities are found by the director to be contributing grease in quantities sufficient to cause sanitary sewer line stoppages or to necessitate increase maintenance on the sanitary sewer collection system in order to keep main line stoppages from occurring.
- (2) Remodeling of the food preparation or kitchen waste plumbing facilities which are subject to a permit issued by the Public Works Department. The compliance date under this subsection (b), will be determined by the director.
- (c) Extensions: Any requests for extensions to these required installation dates must be made in writing to the director at least seven days in advance of the compliance date. The written request shall include the reasons for the user's failure or inability to comply with the compliance date set forth, the additional time needed to complete the remaining work, and the steps to be taken to avoid future delays.

15-906. Grease Interceptor Maintenance.

- (a) Pumping. All grease interceptors shall be maintained by the user at the user's expense. Maintenance shall include the complete removal of all contents, including floating materials, wastewater, and bottom sludge and solids. Decanting or discharging of removed waste back into the interceptor from which the waste was removed or any other grease interceptor, for the purpose of reducing the volume to be disposed, is prohibited.
- (b) Pumping Frequency. Grease interceptors must be pumped out completely a minimum of once every 90 days, or more frequently as needed, to prevent carryover of grease into the sanitary sewer collection system, unless it can be demonstrated to the director that the pumping frequency can be extended past the three-month period.
- (c) Disposal of Grease Interceptor Pumpage. All waste removed from each grease interceptor must be disposed of at a facility permitted to receive such waste in accordance with the provisions of this chapter. In no way shall the pumpage be returned to any private or public portion of the sanitary sewer collection system or the sewage treatment plants, without prior written approval from the director.
- (d) Additives. Any additive(s) placed into the grease interceptor or building discharge line system on a constant, regular, or scheduled basis shall be reported to the director. Such additives shall include, but not be limited to, commercially available bacteria or other additives designed to absorb, purge, consume, treat or otherwise eliminate grease and oils. Additives containing enzymes are prohibited. The use of additives shall in no way be considered as a substitution to the maintenance procedures required herein.

(e) Physical integrity. All grease interceptors shall be maintained in operable condition and to meet the criteria described in Section 15-802 at all times. The integrity of the baffle wall separating the two compartments shall be maintained; rebar shall not be exposed, and grease interceptors with leaks or holes shall be repaired or replaced at the discretion of the director.

15-907. Administrative Requirements.

(a) Manifest. All pumpage from gravity grease interceptors must be tracked by a manifest, which confirms pumping, hauling and disposal of waste. This manifest shall contain the following information:

(1) Generator information:

Name

Address

Volume pumped

Date and time of pumping

Amount of floatable grease and settable solids in inches

Total liquid depth in inches, including grease and solids

Signature of generator verifying generator information

(2) Transporter information:

Company name

Address

Driver name and signature verifying transporter information

(3) Receiving facility information:

Facility name

Address

Date and time of receiving signature verifying receipt of waste

Upon receipt of the waste, the receiving facility shall send one copy of each manifest to the following address: Wastewater Superintendent, 401 S. Jane St., Haysville, Kansas, 67060.

(b) Maintenance Log. A grease interceptor log shall be maintained for each grease interceptor, including automatic grease removal devices and hydro mechanical grease interceptors. This log shall include the date, time, amount pumped, hauler and disposal site, and monthly inspection results of the floatable grease and settleable solids levels in inches and shall be kept in a conspicuous location for inspection. Said log shall be made immediately available to any representative of the Public Works & Utilities Department upon request.

(c) Reporting. The information required in the maintenance log must be submitted by the permitted food service representative to the wastewater utility every 15th day of the month following each quarter-year period. The report shall be submitted within fifteen days after the end of the reporting period to the pretreatment administration.

15-908. Monitoring, inspection and entry.

(a) Monitoring. When required for the purposes of this chapter, the user shall provide, operate and maintain, at user's expense, safe and accessible monitoring facilities (such as a suitable manhole) at all times to allow observation, inspection, sampling and flow measurement of the building sewer or internal drainage systems. When the physical location and hydraulic conditions are suitable, a manhole or similar facility existing on the sanitary sewer collection system may be utilized as the user's manhole when agreed to by both the user and the director.

(b) Inspection and Entry. Authorized personnel of the city, bearing proper credentials and identification, shall have the right to enter upon all properties subject to this chapter, at any reasonable time and without prior notification, for the purpose of inspection, observation, measurement, sampling, testing or record review, in accordance with this chapter.

15-909. Emergency suspension of services.

The city may suspend water or sewer service when such suspension is necessary, in the opinion of the director, in order to stop an actual or threatened discharge which:

- (a) Presents or may present an imminent or substantial endangerment to the health or welfare of persons or the environment;
- (b) Causes stoppages, or excessive maintenance to be performed to prevent stoppages, in the sanitary sewer collection system;
- (c) Causes interference to the POTW; or
- (d) Causes the city to violate any condition of its NPDES permit.

Any person notified of a suspension of the water or sewer service shall immediately stop or eliminate the discharge. In the event of a failure of the person to comply voluntarily with the suspension order, the city shall take such steps as deemed necessary, including immediate termination of water or sewer service, to prevent or minimize damage to the POTW system or sewer connection or endangerment to any individuals. The city shall reinstate the water or sewer service when such conditions causing the suspension have passed or been eliminated. A detailed written statement submitted by the user describing the cause(s) of the harmful discharge and the measure(s) taken to prevent any future occurrence shall be submitted to the Pretreatment Administrator within fifteen days of the date of occurrence.

15-910. Violation.

It is unlawful for any user to discharge into the sanitary sewer collection system in any manner that is in violation of this chapter or of any condition set forth in this chapter.

15-911. Enforcement.

The director shall have the administrative authority to enforce this chapter. Whenever the city finds that any user has violated or is violating this chapter, or any prohibition, limitation, or requirements contained herein, the director will implement the Fats, Oils, and Grease Program enforcement response plan. Enforcement response necessary to initiate corrective action may include but not be limited to the following:

(a) Notice of Violation. The city may serve upon any user a written notice stating the nature of violation. Within 15 days of the date of notice, a plan for the satisfactory correction thereof shall be submitted to the director by the user.

(b) Administrative Order. When the director finds that a user has violated or continues to violate the provisions set forth in this chapter, or the order issued there under, the director may issue an order for compliance to the user responsible for the discharge. Orders may contain any requirements as might be reasonable, necessary and appropriate to address the noncompliance; including, but not limited, to the installation of pretreatment not technology, additional self-monitoring and management practices.

(c) Consent Order. The director is empowered to enter into consent orders, assurances of voluntary compliance or other similar documents establishing an agreement with the user responsible for noncompliance. Such orders will include specific action to be taken by the user to correct the noncompliance within a time period specified by the order. Consent orders shall have the same force and effect as administrative orders issued pursuant to subsection (b) of this section.

15-912. Administrative Penalty

Notwithstanding any other remedies or procedures available to the city, any user who is found by the Director of Public Works or designee to have violated any provision of this chapter, or any permit or any order issued hereunder, may be assessed an administrative penalty of not to exceed \$1,000.00 per violation. Each day on which noncompliance shall occur or continue shall be deemed a separate and distinct violation. Such assessment may be added to the user's next scheduled sewer service charge and the city shall have such other collection remedies as are available at law.

15-913. Criminal Penalties

Any person, persons or business found in violation of this section, shall be guilty of a misdemeanor, and upon conviction thereof shall be fined in an amount not exceeding \$1,000 for each violation; each day in which such violation shall continue shall be deemed a separate offense. Any person in violation of this section shall become liable to the city for any expense, loss or damage occasioned to the city by reason of such violation.

CHAPTER 17. FEE SCHEDULE

Article 3. Specific Charges, Taxes, Fees and Certain Salaries

17-301. Adult entertainment establishments.

The annual license fee required by section 5-704 of this code for adult entertainment establishments shall be two hundred fifty dollars (\$250.00).

17-302. Adult hotels.

The annual license fee required by section 5-704 of this code for adult hotels shall be two hundred fifty dollars (\$250.00).

17-303. Alcoholic liquor; temporary permits to sell or serve.

The fee required by section 3-420 of this code to be paid to the city by each applicant for a temporary permit to sell or serve alcoholic liquor by the drink (including beer containing more than three and two-tenths percent [3.2 percent] of alcohol by weight) shall be twenty-five dollars (\$25.00) per day (K.S.A. 41-1201 et seq.).

(Code 2024)

17-304. Reserved.

17-305. Reserved.

17-306. Animal impoundments.

The animal impound fees required to be paid by section 2-210 of this code are separate from fines or costs assessed for conviction of any section of this code, and shall be charged to the individual claiming such animal from the City's impound facility. The fees as provided in this section shall be:

(a) First impoundment. A twenty-five dollar (\$25.00) impound fee, together with a food fee of one dollar (\$1.00) per day for each day of impoundment, shall be charged for each animal impounded for the first time, for the first five (5) full days of impoundment. Each subsequent day, or partial day, of impoundment shall be five dollars (\$5.00) per day of impoundment.

(b) Second impoundment, within a twelve (12) month period. A fifty dollar (\$50.00) impound fee, together with a food fee of one dollar (\$1.00) per day for each day of impoundment, shall be charged for each animal impounded for a second time, for the first five (5) full days of impoundment. Each subsequent day, or partial day, of impoundment shall be five dollars (\$5.00) per day of impoundment.

(c) Third impoundment, within a twelve (12) month period. A seventy five dollar (\$75.00) impound fee, together with a food fee of one dollar (\$1.00) per day for each day of impoundment, shall be charged for each animal impounded for a third time, for the first five (5) full days of impoundment. Each subsequent day, or partial day, of impoundment shall be five dollars (\$5.00) per day of impoundment.

(d) Fourth and subsequent impoundments, within a twelve (12) month period. A one hundred dollar (\$100.00) impound fee, together with a food fee of five dollars (\$5.00) per day for each day, or partial day, of impoundment, shall be charged for each animal impounded for a fourth and any subsequent time within a calendar year.

(e) All impound fees and City animal registration fees shall be collected by the City, and the receipt shown to the City Animal Control Officer(s) ~~or their designee~~, prior to any animal being released from impound. Such fee may only be waived by court order.

(f) Owners/harborers of impounded animals shall not avoid liability for the costs incurred in impoundment of their animal by failing to recover such animal(s) from the City or due to lawful destruction of the animal pursuant to any provision of this Code. Such fees are administrative and mandatory and are separate from any sentence imposed in an action for violation of this code. Such unpaid fees may be submitted to the municipal court for collection as part of a code violation or to the city clerk for collection in the manner of unpaid utilities.

(Code 2015; Code 2024; Code 2026)

17-307. Auctions.

Each applicant to whom the city clerk issues an auction permit pursuant to section 5-502 of this code shall pay to the city clerk a permit fee of fifty dollars (\$50.00).

17-308. Reserved.

17-309. Planning Commission and Board of Zoning Appeals Fees

Appeals of Administrative Interpretations	\$150.00
Conditional Use	\$375.00
Variance	\$250.00
Change of Zoning Classification	\$375.00
<u>Consent for Annexation</u>	<u>\$75.00</u>

Planned Unit Development – Application	\$500.00
Plat – Subdivision Application	\$500.00
Lot Split	\$150.00
Vacation	\$250.00
Street Name Change	\$50.00
Landscape Plan Review	\$150.00
Administrative Adjustment	\$175.00
Violation	\$500 first offense
	\$750 second offense
Wireless - Modification	\$250.00
Wireless – Collocation Application	\$500.00
(which is not a substantial modification)	
Wireless – New Structure Application	\$2,000.00
(or for a collocation that is a substantial modification of a wireless support structure)	
Additional publication fee	\$50.00

Code 2022; Ord. 1103; Code 2025; [Code 2026](#))

17-310. Building permits.

Fees for building permits shall be set forth in the Commercial and Residential Building Code as adopted by the City of Haysville

(Code 2015)

17-311. Building reinspection fee/non-business hours.

There shall be charged for the re-inspection of any building pursuant to section 4-202 of this code an inspection fee at the rate of fifty dollars (\$50) per occurrence of such re-inspection.

(Code 2020; Code 2022)

17-312. Business registration fees.

Each person, firm, association, corporation or entity required by section 5-101 of this code to register with the city shall pay to the city an initial registration fee of ten dollars (\$10.00) and

shall each year thereafter pay an annual registration renewal fee of five dollars (\$5.00). Registration fees shall become due on December 1st of each year, and shall be overdue if paid on or after January 1st of the year for which the renewal registration is issued. A ten dollar (\$10.00) late fee shall be assessed on January 1st, and an additional ten dollar (\$10.00) late shall be assessed for every subsequent month such fee is overdue, beginning on the first of each subsequent month. The cumulative amount of late fee is due at the time such business registration is made current by payment of the registration fee.

(Code 2015)

17-313. Caterers selling or serving alcoholic liquor.

The biennial fee required by section 3-415 of this code to be paid to the city clerk by each applicant for a caterer's license authorizing said applicant to sell or serve alcoholic liquor by the drink (including beer containing more than three and two-tenths percent [3.2 percent] of alcohol by weight) shall be five hundred dollars (\$500.00).

(Code 2012)

17-314. Cereal malt beverages.

The annual license fees required for the sale at retail of cereal malt beverages, as required by section 3-111 of this code, shall be as provided in this section.

(a) General Retailer. For each place of business selling cereal malt beverages at retail (as set forth within K.S.A. 41-2702(d)(1)) there shall be an initial license fee of one hundred and fifty dollars (\$150.00) which shall be valid for the balance of the calendar year for which it was issued. Licenses are issued for the calendar year and must be renewed prior to January 1st of each year. An annual renewal fee shall be one hundred and fifty dollars (\$150.00) if the renewal license fee is paid prior to November 30th of the preceding year; and two hundred dollars (\$200.00) if the renewal license fee is paid after November 30th of the preceding year.

(b) Limited Retailer. Each place of business selling cereal malt beverages (as set forth within K.S.A. 41-2702(g)) at retail in original and unopened containers, and not for consumption on the business premises, shall pay an initial license fee of fifty dollars (\$50.00) which shall be valid for the balance of the calendar year for which it was issued. An annual renewal fee shall be fifty dollars (\$50.00) and shall be due and collectable any time after November 30th of the year prior to which the license shall be valid. Licenses are issued for the calendar year and must be renewed prior to January 1st of each year.

(c) The annual license fee for such license shall be in addition to the State Stamp fee of \$25 mandated by K.S.A. 41-2702(e).

(d) The full amounts of the license fees established by this section shall be paid regardless of the time of the year in which the application is made, and the licensee shall be authorized to operate under said license only for the remainder of the calendar year in which the license is issued. No refunds shall be paid in the event a licensee ceases to do business prior to the end of the calendar year in which the fee was paid.

(e) Non-transferability. No license issued under this section shall be transferable to any person, or entity.

(f) Change of location. The fee assessed for changing the location of a business for which a cereal malt beverage license has been issued as provided for by Section 3-115 of this code shall be ten dollars (\$10.00).

(g) Special Event Retailers' Permit. The assessed fee for a Special Event Retailers' Permit shall be one hundred dollars per day of operation of the Special Event site. For purposes of determining the fee amount, each day or part of day shall be subject to the daily operating fee. Such amount shall be payable by permittee within seven days following approval by the Governing Body of the Special Event Retailers' Permit application, but in no case less than five (5) days prior to the proposed special event. A Special Event Retailers' Permit is not valid until such fee is paid, and a permit is obtained from the City Clerk.

(Code 2015; Code 2024)

17-315. Community building.

The city shall charge and receive for the use of the community building pursuant to section 12-107 of this code the fees provided for in this section.

(a) Refundable deposit. Each person or entity applying to use the community building shall pay at the time of application a refundable deposit of either: (i) one hundred dollars (\$100.00) for any use requiring a City issued temporary special event permit; or (ii) fifty dollars (\$50.00) for all other uses, which deposit shall be used to secure payment of any damages or cleanup costs incurred by the city for such use. Any portion of said deposit not used to repair damages or for cleanup shall be refunded to the applicant.

(b) Single use. The fee for a single, non-recurring use of the community building shall be seventy-five dollars (\$75.00) on Mondays through Thursdays and one hundred dollars (\$100.00) for Fridays through Sundays.

(c) Monthly use. The fee for use of the community building once per month on Mondays through Thursdays shall be seven hundred twenty dollars (\$720.00) per year.

(Code 2003; Code 2007; Ord. 1043)

17-316. Reserved.

(Code 2022)

17-317. Contractors performing work within the city.

Contractors shall pay to the city clerk, prior to performing any work within the city, fees in accordance with the following schedule:

Class A Contractor	\$125.00 (over \$30,000)
Class B Contractor	\$100.00 (\$30,000 or less)
Class C Contractor	\$75.00 (Roofing & Siding)
Class D Contractor	\$50.00 (Porch & Fencing)
Class MH Contractor	
(Manufactured & Mobile Homes)	\$100.00
Pool Contractor	\$50.00
Wrecking Contractor	\$30.00
Concrete Contractor	\$50.00
Drain Layer	\$50.00
Drain Cleaner	\$20.00
Electrical Contractor	
License	\$75.00
Master Certificate	\$20.00
Journeyman's Certificate/Mechanical Contractor	\$10.00
License	\$75.00
Master Certificate	\$20.00
Journeyman's Certificate	\$10.00
Certificate Fee Plumbing Contractor	\$5.00
License	\$75.00
Master Certificate	\$20.00

Journeyman's Certificate	\$10.00
Certificate Fee	\$5.00
Water Treatment	\$30.00
Solar Heat	\$30.00
Fire Sprinkler	\$30.00
Gas Fitter	\$20.00
Irrigation	
License	\$50.00
Master Certificate	\$20.00
Journeyman's Certificate	\$10.00
Swimming pools	\$50.00
Right Of Way Maintenance	\$25.00
Submitted after February 15th	\$75.00

(Code 2003; Code 2007; Code 2012; Code 2022)

17-318. Councilpersons salary.

The monthly salary to be paid to each city councilperson pursuant to section 1-208 of this code shall be one hundred dollars (\$100.00).

(Code 2003; Code 2007; Code 2024)

17-319. Court fees; miscellaneous

The following fees are hereby adopted to defray the costs associated with the following specific processes carried out by the municipal court.

(a) Diversions. The fee required to be paid by any defendant requesting a diversion in connection with any case filed in the city municipal court pursuant to section 9-108 of this code shall be one-hundred dollars (\$100.00). Said fee shall be non-refundable. Additionally, the fee charged by the providing agency to complete a pre-diversion evaluation shall be paid to the providing agency at the time of such evaluation.

(b) Court costs assessed pursuant to section 9-106 of this code shall be eighty-four dollars (\$84.00), which shall include those costs that the City must remit to the State under K.S.A. 12-4117, and docket and administrative fees.

(c) Pre-Sentence Investigations. The fee to be paid to the city by each defendant convicted in the city's municipal court and concerning whom a pre-sentence investigation is ordered shall be \$150.00, unless such PSI fee is paid directly to the provider. Probation Administrative fees as set forth within shall be assessed separately from the PSI fee.

(d) Registered letter fee \$10.00

(e) Notice letter for FTO/FTA \$5.00

(f) Warrant Fee \$25.00

(g) Warrant Service Fee if served other than at court or police station/traffic stop \$20.00

Mileage per Mile for Warrant Service As determined by State

(h) Witness Fee (per person) \$10.00

Mileage from home address per Mile for

(i) Witness Under Subpoena, Except first 10 miles As determined by State

(j) Administration Fee for Post-Conviction Remedy \$100.00

(k) Copying fee for court records (see 17-368(b) below) 25 cents/page + employee hourly wage & benefits

(l) Copying fee for each DVD, audio or video tape \$25.00 (see 17-368 below) + employee hourly wage & benefits

(Code 2012; Code 2020; Code 2024)

17-320. Court fines; public offenses.

Fines for violations of municipal ordinances shall be assessed pursuant to such ordinance, in conformance with K.S.A. 12-4305, the Uniform Public Offense Code, the Standard Traffic Ordinance, or as otherwise set forth by this Code. The description of offenses contained in this schedule of fines is for reference only and is not a legal definition. Pursuant to K.S.A. 12-4305, the municipal court judge is permitted to impose any fine within the minimum and maximum approved by ordinance.

(Code 2012)

ANIMALS

Animal at large/Violation of Dog Park Rules & Regulations set forth in Chapter 12, Article 4:

First offense	\$25.00
Second offense, within a twelve (12) month period	\$50.0
Third offense, within a twelve (12) month period	\$75.00
Fourth and subsequent offense, within a twelve (12) month period	\$100.00

2-112. Endangering Animals Class C violation

A sum not exceeding \$500.00 and/or one (1) month in custody

2-202. Barking dog	\$25.00
2-201. No tag attached	\$25.00
2-213. Rabies vaccination require	\$50.00

NUISANCE OFFENSES

Burning (unlawful) \$500.00

Any nuisance offense set forth within Chapter 8, Article 4: Class C violation

A sum not exceeding \$500.00 and/or one (1) month in custody

1. Upon conviction for a first offense, by a fine up to \$250.00.
2. Upon conviction of a second or subsequent offense, by a fine of not less than \$250.00 and not more than \$500.00.

MISCELLANEOUS

Failure to obey notice or summons Class C violation

A sum not exceeding \$500.00 and/or one (1) month in custody.

Failure to appear in court Class B violation

A sum not exceeding \$1000.00 and/or six (6) months in custody.

(Code 2012; Code 2020; Ord. 1064; Ord 1076; Code 2022)

17-321. Culvert permit.

The permit fee for a culvert within the city shall be sixty dollars (\$60.00).

(Code 2003; Code 2007)

17-322. Approach permit.

The permit fee for an approach within the city shall be fifty dollars (\$50.00).

(Code 2003; Code 2007; Code 2021)

17-323. Reserved.

17-324. Dog licenses.

The annual licensing fee for any license required to be obtained by section 2-201 of this code shall be as provided for by this section, shall expire with the rabies vaccination and shall be renewed with the city within thirty (30) days after the expiration of the rabies vaccination. Such licensing fees shall be as follows:

- (a) Unspayed females. The annual license fee for each unspayed female dog shall be \$30.00.
- (b) Spayed females. The annual license fee for each properly spayed female dog shall be \$10.00.
- (c) Non-neutered males. The annual license fee for each non-neutered male dog shall be \$30.00.
- (d) Neutered males. The annual license fee for each neutered male dog shall be \$10.00.
- (e) If thirty (30) or more days have elapsed since the date of the rabies vaccination or thirty (30) or more days have elapsed since the dog became six (6) months old or thirty (30) or more days have elapsed since the dog was acquired, a penalty fee shall be assessed in the amount of \$2.00 for each month, or portion of month, during which the animal was not licensed pursuant to this code.

(Code 2003, Code 2004; Ord. 852, Ord. 862, Ord. 864; Ord. 1103)

17-325. Door to door sales.

The registration fee required to be paid for persons or entities engaging in door to door sales pursuant to section Chapter 5, Article 13 of this code shall include the cost of background investigations upon up to five individuals. All additional individuals shall be assessed the cost of such background investigation as set forth below.

thirty (30) day permit \$100.00

six (6) month permit \$300.00

one (1) year permit \$500.00

background investigation for each individual not included within permit fee: \$10.00/person

(Code 2003; Code 2007)

17-326. Drain cleaner.

There shall be charged twenty dollars (\$20.00) for a drain cleaner's license.

(Code 2003; Code 2007)

17-327. Drain laying reinspection/non-business hours; fee.

There shall be charged for the reinspection of any drain laying pursuant to section 4-705 of this code an inspection fee at the rate of thirty-five dollars (\$35.00) per occurrence of such reinspection.

(Code 2003; Code 2007; Code 2020)

17-328. Drinking establishments.

Each drinking establishment located in the city and operating pursuant to a drinking establishment license issued by the state of Kansas and the provisions of this code regulating such establishments shall pay to the city a biennial license fee of five hundred dollars (\$500.00) pursuant to section 3-407. The city license shall run concurrently with the state drinking establishment license and must be obtained within five (5) days of issuance of the state license. If more than five (5) days elapse before purchase of the city license, a penalty of fifty dollars (\$50.00) is hereby established.

(Code 2003; Code 2007; Ord. 976)

17-329. Reserved.

17-330. Reserved.

17-331. Reserved.

17-332. Electrical permits.

Fees for building permits shall be set for in the Electrical Code as adopted and enforced by the City of Haysville.

(Code 2003; Code 2007; Code 2012; Code 2020)

17-333. Electrical reinspection/non-business hours; fee.

There shall be charged for electrical reinspections pursuant to section 4-202 of this code an inspection fee at the rate of fifty dollars (\$50) per occurrence for such reinspections.

(Code 2003; Code 2007; Code 2020; Code 2022; Code 2024)

17-334. Entertainer.

The annual license fee for entertainers, as described in section 3-201 of this code, shall be twenty-five dollars (\$25.00), payable to the city clerk.

(Code 2003, Code 2004; Code 2007)

17-335. Erotic dance studios.

The annual license fee required by section 5-803 of this code for erotic dance studios shall be one-hundred dollars (\$100.00).

(Code 2003; Code 2007)

17-336. Excavation reinspection/non-business hours; fee.

There shall be charged for excavation inspections pursuant to section 13-204 of this code an inspection fee at the rate of thirty-five dollars (\$35.00) per occurrence of such inspections.

(Code 2003; Code 2007; Code 2020)

17-337. Excavation permits.

There shall be charged for each excavation permit issued pursuant to section 13-206 of this code the sum of fifty dollars (\$50.00).

(Code 2003; Code 2007)

17-338. Reserved.

17-339. Fence permits.

The fee required by section 4-1108 of this code to be paid to the city by each applicant for a fence permit shall be twenty-five dollars (\$25.00).

(Code 2003; Code 2007)

17-340. Fingerprint processing fees.

A processing fee of twenty dollars (\$20.00) shall be paid to and collected by the city from each person requesting to be fingerprinted prior to such service being performed pursuant to section 10-104.

(Code 2003; Code 2007)

17-341. Fireworks sales permits.

There shall be collected for each location within the city for which a fireworks sales permit has been issued pursuant to section 5-1102 of this code, permit fees based upon the square footage of the structure from which fireworks are to be sold:

- (a) For structures not exceeding 400 square feet \$ 2,500.00
- (b) For structures having square footage of 401,
but not exceeding 800 square feet \$ 5,000.00
- (c) For structures greater than 800 square feet,
but not exceeding 1,500 square feet \$ 7,500.00
- (d) For structures exceeding 1,500 square feet \$10,000.00

For the purposes of this section, square footage shall be determined by the interior dimension measurement of the structure.

(Code 2003; Code 2007)

17-342. Haysville activity center and pool usage and rental

Admission and rental fees associated with the Haysville Activity Center and the Dewey Gunzelman Swimming Pool Facility shall be set by the Governing Body. Unless the Governing Body takes action to change any established admission or rental fee, such fees shall remain the same from year to year. The categories of the memberships and admissions shall be as follows:

- (1) HAC: One Day Admission - Daily rate for one individual
 - (a) Single: Individuals in the 6th grade or older that are not USD 261 students.
 - (b) Seniors: Any person aged fifty-five (55) and older.
 - (c) Military: Active Duty serviceperson with current military ID card.
 - (d) Campus/HMS Student: A current student attending USD 261 Campus, Haysville High School or any Haysville Middle School.
 - (e) Youth (6 years - 5th Grade): Any person between 6 yrs of age and fifth (5th) grade.
 - (f) Children (5 Years and younger): Any person aged five (5) years or younger.
 - (g) Weekly Pass (7 consecutive days): Any individual regardless of age may purchase a weekly pass.
- (2) HAC: Memberships - Annual (12 months), Six-months (6), ~~and~~ Three-month (3) and (1) One-month:

- (a) Family: Families are defined as an individual, their spouse and their dependent children aged 23 and under.
- (b) Single: Limited to one person.
- (c) Senior: Limited to one person, aged fifty-five (55) and older.
- (d) Military: Active Duty serviceperson with current military ID card.
- (e) Campus HS Student: Any student attending Campus HS or Haysville High School. Limited to one person.
- (f) Haysville MS Student: Any student attending Haysville Middle Schools. Limited to one person.

Regular Membership

	1 Month	3 Month	6 Month	Annual
Single	\$30.00	\$65.00	\$95.00	\$160.00
Family	\$50.00	\$120.00	\$175.00	\$280.00
Senior	\$25.00	\$50.00	\$80.00	\$125.00
<u>Student 6-12</u>	<u>\$20.00</u>	<u>\$40.00</u>	<u>\$65.00</u>	<u>\$110.00</u>
Military	\$25.00	\$50.00	\$80.00	\$125.00

24hr access + Fitness Center

				Annual
Single				\$240.00
Senior				\$200.00
Military				\$200.00

(3) HAC: Activity Center Rental Rooms - Room/Deposits

- (a) North Basketball Court and Rental Room A & B: Rental of the rental rooms and North Basketball Court will be based on the number of hours requested per day.
- (b) Damage Deposit: Each person or entity applying to rent the HAC shall pay at the time of application for such use a refundable deposit to secure payment of any damages or cleanup costs incurred by the City in association with such use. Groups shall pay a Damage Deposit of fifty dollars (\$50.00). Groups applying for a special event permit shall pay a Damage Deposit of

one hundred dollars (\$100.00). Any portion of said deposit not used to repair damages or applied toward venue cleanup shall be refunded to the applicant.

(4) Dewey Gunzelman Swimming Pool. The categories of swimming pool passes shall be as follows:

(a) Daily passes.

(1) Preschooler: less than six (6) years of age;

(2) School Age and Adult: less than fifty-four (54) years of age;

(3) Senior: persons fifty-five (55) years of age or older.

(b) Season Passes

(1) Families are defined as an individual, their spouse and their dependent children aged 23 and under

(2) Individual: Any single individual, limited to only one person.

(c) Ticket books: Ticket books containing twenty (20) daily admission tickets

(5) Dewey Gunzelman Swimming Pool Rental and Deposit. The Governing Body shall establish rules and procedures for permitting the swimming pool facility to be rented for private events. Fees for rental of the swimming pool may be based upon the number of people in attendance at the rental event, and whether additional swimming facilities, equipment, and personnel are requested for the event. The deposit and rental fee are due at the time of the rental request. This entire amount will be refunded if the City determines that the requested date(s) are unavailable.

(6) Dewey Gunzelman Swimming Pool Rental Deposit. Each person or entity applying to rent the swimming pool shall pay at the time of application a refundable deposit to secure payment of any damages or cleanup costs incurred by the City arising out of such use. Any portion of said deposit not applied to repairs or cleanup shall be refunded to the applicant. Such deposit shall be as follows:

\$50 (Rentals < than 100 people)

\$100 (Rentals > 100 people or if a DJ/Band is utilized)

(Code 2003, Code 2004, Code 2007, Code 2009; Ord. 941; Code 2015; Ord. 1043; Ord. 1117; Code 2026)

17-343. Historic district appeal.

A fifty dollar (\$50.00) fee shall be paid when submitting an application for an appeal to the Historic District Committee.

(Code 2003; Code 2007)

17-344. Ice cream vendor – mobile; license.

Each applicant for an ice cream vendor's license shall be charged an annual license fee of fifty dollars (\$50.00) for each vehicle operating within the city limits pursuant to section 5-904.

(Code 2003; Code 2007)

17-345. Insufficient funds check charge.

A service charge of thirty dollars (\$30.00) shall be charged for any check returned to the city, or any other form of refused or returned payment, including credit card and PayPal, pursuant to section 1-304.

(Code 2003; Code 2007; Code 2015; Code 2024)

17-346. Reserved.

(Code 2007; Ord. 1103)

17-347. Landlord guarantee.

For each landlord guarantee there shall be charged a fee of ~~forty dollars (\$40.00)~~ one-hundred dollars (\$100). The landlord shall pay a transfer fee of fifteen dollars (\$15.00) when the property reverts back to the landlord's name.

(Code 2003; Code 2007)

17-348. Landscape plan review.

A fee of one-hundred dollars (\$100.00) shall be paid when submitting a landscape plan for review.

(Code 2003; Code 2007)

17-349. Manufactured home inspection fee.

For each inspection of a manufactured home prior to occupancy being granted a fee of twenty-five dollars (\$25.00) shall be charged and collected pursuant to section 5-202.

(Code 2003; Code 2007; Code 2024)

17-350. Manufactured home parks, trailer parks; fee.

For manufactured home parks or trailer parks located within the city limits, there shall be an annual fee in the amount of five dollars (\$5.00) for each space, whether occupied or not, pursuant to section 5-202.

(Code 2003; Code 2007; Code 2024)

17-351. Mayor's salary.

The monthly salary to be paid to the mayor of the city pursuant to section 1-207 of this code shall be seven hundred fifty dollars (\$750.00).

(Code 2003; Code 2007; Code 2024)

17-352. Mechanical permits.

Fees for mechanical permits shall be set forth in the Mechanical Code as adopted and enforced by the City of Haysville.

(Code 2020)

17-353. Mechanical reinspection/non-business hours; fee.

There shall be charged for mechanical re-inspections pursuant to section 4-202 of this code a fee at the rate of fifty dollars (\$50) per occurrence of such re-inspections.

(Code 2003; Code 2007; Code 2020; Code 2022; Code 2024)

17-354. Mobile food vendors; fee.

The permit fee required by Chapter 5, Article 4 of this code for Mobile Food Vendors shall be as set forth below.

(a) \$25.00 for each thirty (30) days, or portion thereof;

(b) \$125.00 for six (6) months; or

(c) \$200.00 for one (1) calendar year.

(Code 2020; Code 2024)

17-355. Municipal judge pro tempore; fee.

A municipal judge pro tempore shall be paid a fee of one hundred fifty dollars (\$150.00) per court day pursuant to section 9-105.

(Code 2019)

17-356. Reserved.

17-357. Park shelters.

The fees for use of city park shelters shall be as provided in this section.

- (a) For use of shelters without electrical service and without restrooms, ten dollars (\$10.00);
- (b) For use of shelters with electrical service and without restrooms, twenty-seven dollars (\$27.00);
- (c) For use of shelters with electrical service and with restrooms, thirty dollars (\$30.00);
- (d) For use of enclosed shelters with restrooms, sixty-five dollars (\$65.00) with a fifty dollar (\$50.00) refundable deposit to cover possible clean up and damage costs;
- (e) For use of Historic District Gazebo, fifty-five dollars (\$55.00) with a fifty dollar (\$50.00) refundable deposit to cover possible clean up and damage costs; or
- (f) For use of Home Town Market facility, fifty dollars (\$50.00). The Home Town Market community open-air market establishes fees for booth rental in a manner established for that program. The fee charged for a lost key shall be twenty dollars (\$20.00); or
- (g) For use of Band Shell, fifty dollars (\$50.00) with a fifty dollar (\$50.00) refundable deposit to cover possible clean up and damage costs.

(Code 2003, Code 2004; Code 2007; Code 2008; Ord. 1043; Ord. 1081; Code 2022; Code 2025)

17-358. Pawnbrokers and precious metal dealers.

The application and subsequent annual license fee required by section 5-1002 of this code to be paid to the city for persons or entities seeking to engage or engaging in the businesses of pawnbroking or dealing precious metals shall be fifty dollars (\$50.00).

(Code 2003; Code 2007)

17-359. Permits for construction of public sidewalks, curbs, gutters or private driveways cutting through or passing over public sidewalks, curbs or gutters.

The fee required by section 13-105 of this code for permits for the construction of public sidewalks, curbs, gutters or private driveways cutting through or passing over public sidewalks, curbs or gutters shall be forty cents (\$0.40) per lineal foot for all such construction.

(Code 2003; Code 2007)

17-360. Plagens-Carpenter Sports Complex usage fees.

Fees for the usage of the Plagens-Carpenter Sports Complex may be annually set by regular action of the Governing Body. Rental fees are anticipated to include costs associated with

regular maintenance, lights, and usage. A standard damage/clean-up Deposit Schedule shall also be established.

(Code 2003; Code 2009; Ord. 941)

17-361. Plan review.

Unless a fee in another amount is expressly provided for elsewhere in this code, the city shall charge and receive a fee at 65% of the permit fee for the review of each plan required by this code, for other than one- or two-family dwellings, to be submitted to the city or its representatives for review.

(Code 2003; Code 2007; Code 2022; Code 2026)

17-362. Plumbing permits.

Fees for building permits shall be set forth in the Plumbing Code as adopted and enforced by the City of Haysville.

(Code 2003; Code 2007; Code 2012; Code 2020)

17-363. Plumbing reinspection/non-business hours; fee.

There shall be charged for plumbing re-inspections pursuant to section 4-202 of this code an inspection fee at the rate of fifty dollars (\$50) per occurrence of such inspections.

(Code 2003; Code 2007; Code 2020; Code 2024)

17-364. Private clubs.

The biennial license fee to be paid to the city by each private club located within the city pursuant to section 3-411 of this code shall be five hundred dollars (\$500.00). Said fee shall be paid before commencing business under an originally-issued state license, and within five (5) days after the effective renewal date of any subsequently granted state license.

(Ord. 976)

17-365. Private sewage disposal systems; permit and inspection.

The permit and inspection fee required to be paid to the city before commencement of construction of a private sewage disposal system pursuant to Section 15-407 of this code shall be two-hundred dollars (\$200.00).

(Code 2003; Code 2007)

17-366. Probation violation.

The fine assessed for a probation violation shall be not less than fifty dollars (\$50.00) nor more than five hundred dollars (\$500.00), per violation charged.

17-367. Public defender/conflicts counsel; fee.

When an attorney is appointed to act as a public defender in municipal court due to a conflict of interest or other reason, the fee for such representation shall be seventy-five dollars (\$75.00) for up to two appearances in a single matter.

(Code 2019)

17-368. Records inspection and copying.

The fees provided for by Chapter 1, Article 5 of this code for the inspection and copying of records shall be as follows:

(a) Inspection. The fee for inspections provided for by section 1-502 of this code may be an amount equal to the hourly rates of compensation, including benefits, for the city employee or employees involved in the inspection multiplied by the hours, or fractions thereof, such employee or employees were required to be so involved.

(b) Copying. The fees for copying records provided for by section 1-503 of this code may be an amount equal to the hourly rates of compensation, including benefits, for the city employee or employees involved in the copying multiplied by the hours, or fractions thereof, such employee or employees were required to be so involved. An additional fee of twenty-five cents (\$0.25) per page copied may also be charged, and an additional fee of \$25.00 shall also be charged for each Video/CD/DVD/Audio/VHS or other media form copied. Photographs will be reproduced digitally and provided on the appropriate media form. The employee time associated with providing the media form shall be in addition to the \$5.00 media cost.

(Code 2003; Code 2007; Code 2009; Code 2024)

17-369. Recreational vehicle temporary permit fee.

A temporary permit may be issued for a manufactured home, mobile home, or recreational vehicle to be occupied other than within a park or camp, permitted in accordance with sections 5-303 for a period not to exceed 14 days, upon the payment of a fee of \$10.00. There shall not be more than four such permits issued for the placement of a manufactured home, mobile home, or recreational vehicle in accordance with sections 5-303 on the same property in any 12-month period.

(Code 2020; Code 2024)

17-370. Refuse haulers.

The annual fee to be paid to the city by each person or entity licensed to collect and/or dispose of solid waste within the city pursuant to section 8-311 of this code shall be one hundred fifty dollars (\$150.00) for each vehicle used by such person or entity in such collection and/or disposal.

(Code 2003; Code 2007; Code 2024)

17-371. Retail liquor occupation/license tax.

(a) There is hereby levied, pursuant to section 3-301, a biennial occupation tax on each retailer of alcoholic liquor within the city (including beer containing more than three and two-tenths percent [3.2 percent] of alcohol by weight) and for consumption off the premises (sales in the original packages only), and to whom the state of Kansas has issued a retailer's license, of five hundred dollars (\$500.00) payable within five (5) days of the issuance of the state license.

(b) Special Event Retailers' Permit. The assessed fee for a Special Event Retailers' Permit associated with a Temporary Alcohol Beverage Permit issued by the State shall be one hundred dollars per day of operation of the Special Event site. For purposes of determining the fee amount, each day or part of day shall be subject to the daily operating fee. Such amount shall be payable by permittee within seven days following approval by the Governing Body of the Special Event Retailers' Permit application, but in no case less than five (5) days prior to the proposed special event. A Special Event Retailers' Permit is not valid until such fee is paid, and a permit is obtained from the City Clerk.

(Code 2003; Code 2007; Ord. 976; Code 2015)

17-372. Roofing and siding permits.

Fees for Roofing and Siding Permits shall be set forth in the Building and Residential Code as adopted and enforced by the City of Haysville.

(Code 2020)

17-373. Senior center building rental.

The city shall charge and receive for the rental of the Senior Center the fee provided for in this section and authorized by this code. Rental of the Senior Center is for Members fifty-five (55) years of age or older for functions benefiting senior citizens.

(a) The fee for the rental of the Senior Center shall be ~~seventy-five~~seventy-five dollars (~~\$50.00~~\$75.00) for Members of the Senior Center.

(b) Senior Center rental deposit. Each Member applying to rent the Senior Center shall pay at the time of application for such use a refundable deposit of one hundred dollars (\$100.00) to

secure payment of any damages or cleanup costs incurred by the City for such use. Any portion of said deposit not used to repair damages or for cleanup shall be refunded to the applicant.

(Code 2003, Code 2004; Code 2007; Code 2009; Code 2018)

17-374. Sewer system tap.

The fee to be paid to the city clerk by any person or entity for a connection to the city's sewer/wastewater treatment system pursuant to section 15-307 of this code shall be five hundred dollars (\$500.00).

(Code 2003; Code 2007; Code 2020)

(SIDING PERMITS. See Section 17-372, Roofing and Siding Permits.)

17-375. Sign permits.

Temporary Sign	\$25.00
Permanent Sign	\$75.00
Return of Impounded Sign	\$10.00

(Ord. 902; Code 2007; Code 2019; Code 2021; Code 2022; Ord. 1103)

17-376. Special event permits.

The fee charged for special event permits shall be twenty-five dollars (\$25.00) pursuant to section 12-302. Upon issuance of a special event permit, a refundable deposit of one hundred dollars (\$100.00) shall be paid by the permit holder to secure payment of any damages or cleanup costs incurred by the city related to the permitted special event. Any portion of said deposit not used to repair damages or for cleanup shall be refunded to the permit holder.

17-377. Sprinkler systems; underground.

The fee charged for underground sprinkler permits shall be thirty dollars (\$30.00) pursuant to section 4-1003. Backflow device test filing fee shall be twenty-five dollars (\$25.00). Late filing of backflow device test shall be ten dollars (\$10.00) per month pursuant to section 15-134.

(Code 2003; Code 2007; Code 2019; Code 2022; Ord. 1129)

17-378. Reserved.

(Code 2022)

17-379. Taxicabs.

The annual license fee required to be paid to the city by taxicab licensees pursuant to section 5-603 of this code shall be twenty-five dollars (\$25.00) for each taxicab; in the event a licensee operates more than one cab pursuant to said license, fees of twenty-five dollars (\$25.00) for one taxicab and ten dollars (\$10.00) per taxicab for all other taxicabs shall also be paid.

(Code 2003; Code 2007)

17-380. Temporary commercial water service rates.

The charges authorized by section 15-121.1 of this code for temporary provision of water for non-residential purposes from the municipal water works and distribution system shall be as provided by this section.

- (a) Payment must be made in advance of any service provided.
- (b) Payment shall be in the amount of fifteen dollars (\$15.00) per week plus any applicable sales tax, not to exceed four (4) total weeks of temporary service, except for extensions as provided in 15-121.1, and shall be distributed as follows:
 - (1) \$ 6.00 to Water,
 - (2) \$ 4.00 to Sewer,
 - (3) \$ 3.00 to Sewer Fee,
 - (4) \$ 2.00 to Stormwater Fee, and
 - (5) applicable sales tax.
- (c) In lieu of the standard costs set forth above, where practicable such water service may be metered as a temporary measure and costs imposed in accordance with 17-387.

17-381. Temporary portable business permit fees.

The permit fee required by Chapter 5, Article 12 of this code for Temporary Portable Business Permits shall be fifty dollars (\$50.00).

(Code 2003; Code 2007)

17-382. Temporary residential water service.

The fee for being afforded temporary residential water service pursuant to section 15-121 of this code shall be paid in advance and shall be in the amount of twenty dollars (\$20.00) per week plus applicable sales tax, not to exceed two (2) weeks and distributed as follows:

\$10.00 to water

\$10.00 to sewer

Any water used shall be metered at normal residential rates.

(Code 2019)

17-383. Temporary sales fees.

Each applicant to whom the city clerk issues a sales from residence permit pursuant to section 5-502 of this code shall pay to the city clerk a permit fee of three dollars (\$3.00) per day for up to three (3) consecutive days.

(Code 2003; Code 2007)

17-384. Traffic fines.

Pursuant to K.S.A. 12-4305 the municipal judge shall establish a schedule of fines which shall be imposed for municipal ordinance violations that are classified as ordinance traffic infractions. Also, the municipal judge may establish a schedule of fines which shall be imposed for the violation of certain other ordinances.

Any fine so established shall be within the minimum and maximum allowable fines established by ordinance for such offenses by the governing body.

17-385. Transient guest tax.

The transient guest tax shall be levied at a rate of 6% upon the gross receipts derived from or paid by transient guests for sleeping accommodations, exclusive of charges for incidental service or facilities, in any hotel, motel, or tourist court, and shall be collected as provided in K.S.A. 12-1698.

(Ord. 969; C.O. No. 21)

17-386. Wastewater rate.

Each user of the city's sewer/wastewater treatment system shall pay for the services provided by the city pursuant to Chapter 15, Article 5 of this code at a rate based on their use of the wastewater treatment works as determined and measured by meters acceptable to the city. The monthly user charges charged to residential contributors shall be based on their average monthly water usage during the months of January, February and March. Residential contributors who have not established a January, February and March average shall be charged a charge equal to the average charge for all other residential contributors. The monthly user charge charged to industrial and commercial contributors shall be based on current month water usage. If a commercial or industrial contributor has a consumptive water usage, or in some other manner uses water which is not returned to the city's wastewater collection system,

the user charge for such contributor may be based on a wastewater meter or separate water meters installed and maintained at the contributor's expense and in a manner acceptable to the city.

In any event, the minimum monthly user charge shall be thirteen dollars and eighty-five cents (\$13.85) for each residential, industrial or commercial contributor, except that each such contributor defined as a subsidized high density residential contributor shall pay a minimum monthly charge of six dollars (\$6.00). In addition, each contributor paying in-city rates shall pay an additional rate for operation and maintenance, including replacement, of four dollars (\$4.00) per one-thousand (1,000) gallons of water (or wastewater) in 2010, \$4.65 in 2011, \$5.30 in 2012, \$5.95 in 2013, \$6.60 in 2014 and \$7.25 in 2015 and thereafter. Each contributor paying out-of-city rates shall pay an additional rate for operation and maintenance, including replacement, of six dollars (\$6.00) per one-thousand (1,000) gallons of water (or wastewater) in 2010, \$6.98 in 2011, \$7.95 in 2012, \$8.93 in 2013, \$9.90 in 2014 and \$10.88 in 2015 and thereafter.

When the wastewater user charge of thirteen dollars and eighty-five cents (\$13.85) is removed in October 2016, a five dollar (\$5.00) maintenance fee will be implemented.

(Code 2003, Ord. 878; Code 2007; Code 2009; Ord. 950; Code 2010; Code 2024)

17-387. Water tap fees.

For each tap to the city waterworks system made pursuant to section 15-107 of this code, the city clerk shall charge and collect, prior to such tap, a fee of \$2,250.00 for each meter connection of 3/4-inch or 5/8-inch, a fee of \$2,500.00 for each meter connection of 1-inch, and a fee of \$4,000.00 for each meter connection of 2-inches.

(Code 2003; Code 2005; Code 2007; Code 2008; Code 2015; Code 2020; Ord. 1103)

17-388. Water customer non-payment penalty.

Water service to or for any customer whose name appears on the city's water shut-off list pursuant to section 15-117 shall not be continued until such customer pays to the city a forty dollar (\$40.00) non-payment penalty, together with all past due amounts owing to the city. The mayor ~~or the mayor's designee~~ may grant exceptions to this section only in hardship cases.

(Code 2003; Code 2007; Code 2020; Code 2026)

17-389. Water meter calibration.

The fees provided for by section 15-140 of this code for testing of water meters shall be twenty dollars (\$20.00) for the first test if the meter was found accurate within two percent (2%) and forty dollars (\$40.00) for subsequent tests within a one (1) year period.

(Code 2003; Code 2007; Code 2020)

17-390. Water service rates.

The charges authorized by section 15-201 of this code for water used from the municipal water works and distribution system shall be as provided by this section.

(a) Infrastructure Fee. For all users, a \$7.00 per month, infrastructure maintenance and improvement fee.

(b) Users located inside city limits. The charges for water users within the city limits shall be \$3.50 per 1,000 gallons. Users outside of the city but added to the system due to contamination concerns as identified by KDHE in 2017 related to the former American Cleaners Dry Cleaners Site, 412 W. Grand Avenue, shall be charged the same rate as users located inside city limits.

(c) Users located outside city limits. The charges for water users located outside the city limits shall be \$3.92 per 1,000 gallons.

(d) Bulk users. The charges for bulk users of water shall be \$25.00 plus \$3.50 per 1,000 gallons.

(Code 2003, Code 2004; Code 2007; Ord. 949; Code 2010; Code 2018; Code 2019; Code 2022)

17-391. Water set-up and service transfer fees.

Pursuant to section 15-116 of this code, each applicant for city water service shall pay a set-up fee of twenty-five dollars (\$25.00), together with any applicable taxes, to establish service, and any such customer who subsequently transfers water service from one (1) location in the city to another location in the city shall pay a transfer fee of fifteen dollars (\$15.00), together with any applicable tax.

(Code 2003; Code 2007)

17-392. Well permits; water.

The fee for each well permit required to be paid to the city shall be twenty dollars (\$20.00).

(Code 2003; Code 2007; Code 2020)

17-393. Cleaning fee.

Any person renting the Community Building, Haysville Activity Center Rental Room, or Senior Center shall in addition to all other fees and charges charged under this Article for such rental also be required to pay a reasonable nonrefundable cleaning fee, as set by City staff from time to time.

(Ord. 1070)

17-394. Special Purpose Vehicle License Fee.

The annual registration fee for a special purpose vehicle shall be twenty-five (\$25.00) regardless of when the application is made. Such fee shall be paid in full with the application. Registrations shall be valid for the calendar year.





Sedgwick County Fire District 1

7750 N. Wyandotte Way, Park City, KS 67147

Phone: 316-660-3473 Fax: 316-660-3474

Haysville City Council Report

Main Incident Type	Count of Incidents	Secondary Incident Type
False Alarm & False Call		
	2	System or detector malfunction
	3	Unintentional system/detector operation (no fire)
False Alarm & False Call Total (2)	5	
Fire		
	1	Outside rubbish fire
	1	Transportation Fire
Fire Total (2)	2	
Good Intent Call		
	2	Dispatched and canceled en route
	2	HazMat release investigation w/no HazMat
	3	Wrong location, no emergency found
Good Intent Call Total (3)	7	
Hazardous Condition (No Fire)		
	1	Chemical release, reaction, or toxic condition
Hazardous Condition (No Fire) Total (1)	1	
Hazardous Situation		
	1	Investigation
Hazardous Situation Total (1)	1	
Medical		
	2	Injury / Trauma
	17	Illness
Medical Total (2)	19	
No Emergency		
	1	Cancelled
	1	False Alarm
	2	Good Intent
No Emergency Total (3)	4	
Public Service		
	5	Citizen Assist
Public Service Total (1)	5	
Rescue & Emergency Medical Service Incident		
	10	Medical assist
	22	Emergency medical service (EMS) incident
Rescue & Emergency Medical Service Incident Total (2)	32	
Service Call		
	6	Public service assistance
Service Call Total (1)	6	
Total (18)	82	





CITY OF HAYSVILLE, KANSAS

200 W. GRAND AVENUE - P.O. BOX 404 - HAYSVILLE, KS 67060
(316) 529-5900 - FAX (316) 529-5925 - WWW.HAYSVILLE-KS.COM

TO: Honorable Mayor Russ Kessler
Haysville City Council

FROM: Nancy Bernardo

SUBJECT: Utility Billing Account Write-Offs

DATE: December 8, 2025

Listed below are uncollectable accounts from 2025 that were written off of the Utility Billing Ledger.

Deceased/Bankruptcy Final Bills:

08-004280-00	\$ 59.34 (D)
06-008150-00	\$ 165.35 (D)
03-005304-00	\$ 208.22 (D)
08-003920-00	\$ 30.97 (D)
12-001004-00	\$ 67.16 (D)
08-002990-00	\$ 245.00 (D)
04-005266-01	\$ 103.36 (B)
05-001970-00	\$ 352.43 (D)
05-001900-00	\$ 347.92 (B)
01-004420-00	\$ 165.48 (D)
13-001122-00	\$ 40.45 (D)
03-001690-00	\$ 36.82 (D)
07-003410-00	\$ 233.22 (B)
01-004680-00	\$ 17.36 (D)
07-002020-00	\$ 151.49 (B)

SUBTOTAL	\$ 2224.57
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Account too small for Collections:

13-001566-01	\$ 7.52
13-001102-02	\$ 12.49
04-006075-00	\$ 9.51
13-001358-00	\$ 11.26
06-008136-00	\$ 2.86

SUBTOTAL \$ 43.64

Considered Uncollectable:

04-002610-02	\$ 53.56
SUBTOTAL	\$ 53.56

Total amount to be written off: \$2321.77



MEMORANDUM

TO: The Honorable Russ Kessler, Mayor
Haysville City Council Members

FROM: Angela Fulton, City Treasurer/City Clerk

DATE: November 3, 2025

SUBJECT: Schedule Final 2025 Council Meeting

The final meeting of 2025 is scheduled for 6:00 p.m. on Monday, December 29, 2025. This meeting will be essential to address and finalize all outstanding matters, including but not limited to:

- Year End Encumbrances
- Reimburse Petty Cash
- Authorization to Pay Unanticipated Invoices



We would like the city council to help in this matter

We appear to have a violation of 413.E.3-4 of the city code “LI” Light Industrial District Regulations” between Grand Avenue Industrial Park (Cain Drive) and S. Plaza Drive in Haysville KS

Summary:

(Pictures 1-4 courtesy of google maps)

We used to have this beautiful tree row seperating the light industural and residential:



Due to unforeseen circumstances many of the pine trees started dying:



Most didn't make it:



Example of our view before the loss of trees:



Please see next page...

Example of what we view now:



This appears to be a violation of 413.E.3-4 of the city code LI" Light Industrial District Regulations:

3. *Items stored outdoors shall not be visible from any adjacent non-elevated street nor from ground level view in any adjacent lot that is a lower intensity zoning and kept on an all-weather surface.*
4. *All business activities shall occur within fully enclosed structures or solid screened areas, except as otherwise allowed or approved in accordance with these regulations.*

We would like to request screening between this Light Industrial and this residential District per city code Article 1:

Title, Purpose, Authority and Jurisdiction

- A. *To promote public health, safety, morals, comfort and general welfare.*
- B. *To establish a variety of zoning district classifications according to the use of land and buildings with varying intensities of uses and standards whose interrelationships of boundary zones form a compatible pattern of land uses and buffer areas which enhance the value of each zone.*

Because this Light Industrial district happens to be in very close proximity to our residential district ("Literally right across the street") we would prefer to have Solid Screening installed down the entire length "Brick or Stone" due to the excessive noise sometimes produced by some of the entrepreneurs along Cain Drive. But in the meantime, a Wood Fence would be acceptable.

Reference City Code section 202.Definitions

Screening, Solid. *Means a solid barrier of 90 to 100 percent opacity made from wood, vinyl, landscaped earth berms, masonry, or other similar materials, including brick, stone, architectural tile, or a combination of these materials erected to enclose, screen, or separate areas from adjacent views. Appropriate materials do not include mesh privacy screens.*

Example of 90% Opacity of Screening



Thank you for all your help and time.

S. plaza drive Haysville KS



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

Page No. 2

City of Haysville

2025

Adopted Budget

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

CPA Summary

2025

**Notice of Budget Hearing for Amending the
2025 Budget**

The governing body of

City of Haysville

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

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

Summary of Amendments

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

Angela Fulton

Official Title: City Treasurer/City Clerk





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: December 8th, 2025

Re: Consideration of Agreement with KDOT and Sedgwick County

The attached agreement between the City of Haysville, Sedgwick County, and the Kansas Department of Transportation formalizes the roles and responsibilities for the South Meridian and 79th Street Improvement Project. This is the standard agreement used for projects that involve federal funding and portions of roadway outside of city limits.

The project includes the reconstruction of South Meridian from 79th Street to Grand Avenue, along with sidewalks to Cattail along 79th St., signalized crosswalk, and related work. The agreement outlines funding commitments, right-of-way responsibilities, utility coordination, and construction administration procedures.

Tony Martinez
City of Haysville
Director of Public Works

PROJECT NO. 087 N-0851-01
STP-N085(101)
WAMPO TIP # RM-25-044
HAYSVILLE: MERIDIAN STREET AND MULTI-USE TRAIL
CITY OF HAYSVILLE, KANSAS
SEDGWICK COUNTY, KANSAS

A G R E E M E N T

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

RECITALS:

- A. The Wichita Area Metropolitan Planning Organization (WAMPO) has been designated by the state of Kansas as the Metropolitan Planning Organization (MPO) for the Wichita metropolitan region.
- B. The Sponsor has submitted a Project to WAMPO and WAMPO has approved Sponsor’s Project for receipt of Surface Transportation Block Grant (STBG) funds for Transportation Alternatives (TA).
- C. Since the Project includes a section that is outside of the city limits, the Parties desire to formalize their understanding of the Project through the execution of this Agreement.
- D. Under K.S.A. § 68-169, the Secretary, cities, and counties are empowered by the laws of Kansas to enter into agreements for the construction, reconstruction, and maintenance of any highway, road, street, and/or any improvements located thereon.
- E. The Secretary is empowered to pass through STBG funds for TA projects to eligible state agencies, local agencies, metropolitan planning organizations (MPO), and nonprofit entities.
- F. The Secretary and the Sponsor are empowered by the laws of Kansas to enter into agreements for Federal STBG funding under the Transportation Alternatives Provision of the current Federal-Aid Transportation Act.
- G. The Sponsor has requested, and Secretary has authorized the Sponsor’s Project for receipt of STBG funds for TA, as further described in this Agreement.
- H. The Secretary and the Sponsor desire to construct the Project and the Sponsor assumes sponsorship of the Project.
- I. Under the terms of the current Federal-Aid Transportation Act and the rules and regulations of the Federal Highway Administration (FHWA), states and state agencies, local agencies, MPO, and nonprofit entities may be entitled to receive assistance in the financing of TA projects, provided

such work is done in accordance with applicable state and federal law.

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” or “CE”** 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. **“County”** means Sedgwick County, with its place of business at 525 N Main Street, 3rd Floor, Wichita, KS 67203-3703.
8. **“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.
9. **“Effective Date”** means the date this Agreement is signed by the Secretary or the Secretary’s designee.
10. **“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.
11. **“Federal Fiscal Year (FFY)”** means the fiscal year as determined by the FHWA which begins October 1 and ends on September 30 of the following calendar year.

12. **“Federal Fiscal Year 2027” or “FFY 2027”** means the twelve-month period used by the United States Federal Government for financial reporting and budgeting beginning on October 1, 2026, and ending on September 30, 2027.
13. **“Federal Government”** means the United States of America and any executive department or agency thereof.
14. **“FHWA”** means the Federal Highway Administration, a federal agency of the United States.
15. **“Hazardous Waste”** means any waste or combination of wastes which, because of its quantity, concentration or physical, chemical, biological or infectious characteristics or as otherwise determined by the Kansas Department of Health and Environment: (A) Causes or significantly contributes to an increase in mortality or an increase in serious irreversible or incapacitating reversible illness; or (B) poses a substantial present or potential hazard to human health or the environment when improperly treated, stored, transported or disposed of or otherwise managed. Any hazardous waste as defined by state and federal laws and regulations and any amendments thereto, 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 Sponsor 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.
16. **“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.
17. **“Letting” or “Let”** means the process of receiving bids prior to any award of a Construction contract for any portion of the Project.
18. **“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 eligible expenses for reimbursement.
19. **“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.
20. **“Parties”** means the Secretary of Transportation and KDOT, individually and collectively, the Sponsor and the County.
21. **“Preliminary Engineering” or “PE”** means pre-construction activities, including but not limited to design work, generally performed by a consulting engineering firm that takes place before Letting.
22. **“Project”** means **Project No. 087 N-0851-01, roadway reconstruction of S Meridian Street from W 79th Street S to W Grand Avenue including curb and gutter, turn lanes, pedestrian**

crossing, sidewalks/multi-use trail, and intersection improvements at 79th Street intersection in Haysville, Kansas, and is the subject of this Agreement.

23. **“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.
24. **“Sponsor”** means Haysville, Kansas, with its place of business at 401 S Jane Street, Haysville, KS 67060.
25. **“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.
26. **“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.
27. **“Secretary”** means the Secretary of Transportation of the state of Kansas and the Secretary’s successors and assigns.
28. **“Urbanized Area”** means an area encompassing a population of not less than 50,000 people that has been defined and designated in the most recent decennial census as an “urbanized area” by the U.S. Secretary of Commerce.
29. **“Useful Life Period”** means a sufficient period of time, as specifically designated in this Agreement in Article VI, paragraph 2, to secure the investment of federal funds in the Project based on the nature and magnitude of Project costs and generally accepted economic or useful life cycle norms for the type of Construction involved in the Project.
30. **“WAMPO”** means the Wichita Area Metropolitan Planning Organization, with its place of business at 271 W 3rd Street, 2nd Floor, Wichita, KS 67202.
31. **“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	Funding Source	Responsibility
Secretary	Federal Funds	80% of Participating Costs of Construction and Construction Engineering (CE) in FFY 2027 MPO-TA funds up to a maximum of \$673,941 80% of Participating Costs of Construction in FFY 2027 MPO-STBG funds up to a maximum of \$4,589,020 The Secretary's total contribution to Participating Costs shall not exceed \$5,262,961
Sponsor	Local Match	20% of Participating Costs of Construction and CE until the Secretary's funding limits are reached in FFY 2027 100% of Participating Costs of Construction and CE exceeding the Secretary's funding limits in the Secretary's total contribution 100% of Costs of Preliminary Engineering, Right of Way, Utility adjustments, and Non-Participating Costs.
County	Not Applicable	Not Applicable

2. **Cash Flow.** The Sponsor agrees that should Participating Costs of Construction and/or Construction Engineering begin to accrue prior to the availability of federal funding that the Sponsor must provide the necessary funding to cover those expenses. Such funding may include providing the total cost of the Project, including the Secretary's share, which includes federal funds.

ARTICLE III

SECRETARY RESPONSIBILITIES:

1. **Technical Information on Right of Way Acquisition.** The Secretary will provide technical information upon request to help the Sponsor acquire Right of Way in accordance with the laws and with procedures established by KDOT's Bureau of Right of Way and the Office of Chief

Counsel and as required by FHWA directives to obtain participation of federal funds in the cost of the Project.

2. **Letting and Administration by KDOT.** The Secretary shall Let the contract for the Project and shall award the contract to the lowest Responsible Bidder upon concurrence in the award by the Sponsor. The Secretary further agrees, as agent for the Sponsor, to administer the Construction of the Project in accordance with the final Design Plans, as required by FHWA, to negotiate with and report to the FHWA and administer the payments due the Contractor or the Consultant, including the portion of the cost borne by the Sponsor.
3. **Indemnification by Contractors.** The Secretary will require the Contractor to indemnify, hold harmless, and save the Secretary and the Sponsor 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 Sponsor defends a third party's claim, the Contractor shall indemnify the Secretary and the Sponsor for damages paid to the third party and all related expenses either the Secretary or the Sponsor or both incur in defending the claim.
4. **Final Billing.** After receipt of FHWA acknowledgement of final voucher claim, the Secretary's Chief of Fiscal Services will, in a timely manner, prepare a complete and final billing of all Project costs for which the Sponsor is responsible and shall then transmit the complete and final billing to the Sponsor.

ARTICLE IV

SPONSOR RESPONSIBILITIES:

1. **Secretary Authorization.** The Project shall be undertaken on behalf of the Sponsor by the Secretary acting in all things as its agent, and the Sponsor hereby constitutes and appoints the Secretary as its agent. All things done by the Secretary in connection with the Project are authorized, adopted, ratified, and confirmed by the Sponsor to the same extent and with the same effect as though done directly by the Sponsor acting in its own individual capacity. The Secretary is authorized by the Sponsor to take such steps as are deemed by the Secretary to be necessary or advisable for the purpose of securing the benefits of the current Federal-Aid Transportation Act for this Project.
2. **Legal Authority.** By the signatory's signature on this Agreement, the signatory certifies that the signatory has legal and actual authority as representative and agent for the Sponsor to enter into this Agreement on its behalf. The Sponsor agrees to take any administrative and/or legal steps as may be required to give full effect to the terms of this Agreement.
3. **Design and Specifications.** The Sponsor shall be responsible to make or contract to have made Design Plans for the Project.
4. **Conformity with Federal, State, and Local Public Authority (LPA) Requirements.** The Sponsor shall be responsible to design the Project or contract to have the Project designed in

conformity with Federal, State, and LPA design criteria appropriate for the Project, including but not limited to, federal, state, and local project authority rules, regulations, special provisions, policies, and guidelines.

5. **Conformity with Professional Standards and Guidelines.** The Sponsor shall be responsible to design the Project or contract to have the Project designed in applicable conformity with, including but not limited to, the current American Institute of Architects (AIA) standards, the Secretary of the Interior's Standards for the Treatment of Historic Properties, and the American Society of Landscape Architects guidelines.
6. **Submission of Design Plans to Secretary.** Upon their completion, the Sponsor 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 the items in Article IV, paragraph 4 and paragraph 5 above. The Design Plans must 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 must 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.*
7. **Responsibility for Adequacy of Design.** The Sponsor and any consultant retained by the Sponsor shall have the sole responsibility for the adequacy and accuracy of the design plans, specifications, and estimates. Any review of these items by the Secretary or the Secretary's representatives is not intended to and shall not be construed to be an undertaking to release the Sponsor and its consultant of the duty to provide adequate and accurate design plans, specifications, and estimates. Such reviews are not done for the benefit of the consultant, the construction contractor, the Sponsor, or other political subdivision, nor the traveling public. The Secretary makes no representation, expressed or implied warranty to any person or entity concerning the adequacy or accuracy of the design plans, specifications, and estimates or any other work performed by the consultant or the Sponsor.
8. **Design Exception Indemnification.** Any design exception to the current version of the American Association of State Highway and Transportation Officials (AASHTO) Design Standards shall be in accordance with 23 C.F.R. § 625. For any design exception, the Sponsor agrees 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.*) to 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 design exceptions for this Agreement by the Sponsor, the Sponsor's employees, or subcontractors.
9. **Consultant Contract Language.** The Sponsor shall include language requiring conformity with Article IV, paragraph 4 and paragraph 5 above, in all contracts between the Sponsor and any Consultant with whom the Sponsor has contracted to perform services for the Project. In addition,

any contract between the Sponsor 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 must contain language requiring conformity with Article IV, paragraph 4 and paragraph 5 above. In addition, any contract between the Sponsor and any Consultant with whom the Sponsor has contracted to prepare and certify Design Plans for the Project covered by this Agreement must 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 Sponsor (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 Sponsor 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 Sponsor and the Consultant. This third-party beneficiary status is for the limited purpose of seeking payment or reimbursement for damages and costs the Secretary or the Sponsor 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 Sponsor 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.”

10. **Right of Way in City Limits**. The Sponsor agrees to the following with regard to Right of Way:

- (a) Right of Way Acquisition. The Sponsor will, in its own name, as provided by law, acquire by purchase, dedication or condemnation all the Right of Way shown on the final Design Plans in accordance with the schedule established by KDOT. The Sponsor agrees the necessary Right of Way shall be acquired in compliance with 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 administrative regulations contained in 49 C.F.R. Part 24, entitled Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs. The Sponsor shall certify to the Secretary, on forms provided by the KDOT’s Bureau of Local Projects, such Right of Way has been acquired. The Sponsor further agrees it will 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 Sponsor will provide all legal descriptions required for Right of Way acquisition work. Right of Way descriptions must be signed and sealed by a licensed land surveyor responsible for the preparation of the Right of Way descriptions. The Sponsor further agrees to acquire Right of Way in accordance with the laws and with procedures established by KDOT's Bureau of Right of Way and the Office of Chief Counsel and as required by FHWA directives for the participation of federal funds in the cost of the Project. The Sponsor 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 will be delivered within the time limits set by the Secretary.
 - (c) Relocation Assistance. The Sponsor will 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 Sponsor will 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 Sponsor for any relocations required by the Project.
 - (d) Non-Highway Use of Right of Way. Except as otherwise provided, all Right of Way provided for the Project shall be used solely for public street purposes. If federal funds are used in the acquisition of Right of Way, any disposal of or change in the use of Right of Way or in access after Construction of the Project will require prior written approval by the Secretary.
 - (e) Public Right-of-Way Accessibility Guidelines (PROWAG) and Americans with Disabilities Act Accessibility Guidelines (ADAAG). The Sponsor will be responsible for construction of any traffic signal and/or sidewalk improvements that are necessary to comply with PROWAG and ADAAG, regardless of whether such improvements are deemed non-eligible/non-participating bid items by the Secretary for reimbursement purposes.
11. **Removal of Encroachments in City Limits**. The Sponsor 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 will 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 Sponsor and the owner of the Encroachment have fully provided for the physical removal of the Encroachment and such removal will be accomplished within a time sufficiently short to present no hindrance or delay to the Construction of the Project.
12. **Future Encroachments in City Limits**. Except as provided by state and federal laws, the Sponsor agrees it will not in the future permit Encroachments upon the Right of Way of the Project, and specifically will 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.

13. **Utilities in City Limits.** The Sponsor agrees to the following with regard to Utilities:

- (a) **Utility Relocation.** The Sponsor will move or adjust, or cause to be moved or adjusted, and will 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 will be located or relocated in accordance with the current version of the KDOT Utility Accommodation Policy (UAP), as amended or supplemented.
- (b) **Status of Utilities.** The Sponsor 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 Sponsor will 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 Sponsor 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 Sponsor as to when, prior to the scheduled Letting and Construction, Utilities will be moved. The Sponsor shall move or adjust or cause to be moved or adjusted all necessary Utilities within the time specified in the Sponsor's certified form except those necessary to be moved or adjusted during Construction and those which would disturb the existing street surface. The Sponsor will 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 Sponsor 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 will 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 and subject to the Kansas Tort Claims Act (K.S.A. § 75-6101, *et seq.*) as applicable, the Sponsor will 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 Sponsor except as provided by state and federal laws.

14. **Hazardous Waste in City Limits.** The Sponsor agrees to the following with regard to Hazardous Waste:

- (a) **Removal of Hazardous Waste.** The Sponsor shall locate and be responsible for remediation and cleanup of any Hazardous Waste discovered within the Project Limits. The Sponsor shall take appropriate action to cleanup and remediate any identified Hazardous Waste prior to Letting. The Sponsor will also investigate all Hazardous Waste discovered during Construction and shall take appropriate action to cleanup 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, State of Kansas environmental laws and regulations, and Sponsor and County standards where the Hazardous Waste is located.
- (b) **Responsibility for Hazardous Waste Remediation Costs.** The Sponsor 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 Sponsor 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 Sponsor in undertaking cleanup or remediation for any Hazardous Waste.
- (d) **No Waiver.** By signing this Agreement, the Sponsor 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 Sponsor reserves the right to bring any action against any third party for any Hazardous Waste on any Right of Way within the Project Limits.

15. **Inspections.** Representatives of the Secretary or the WAMPO, if the Secretary deems necessary, may make periodic inspections of the Project and the records of the Sponsor as may be deemed necessary or desirable. The Sponsor will accomplish or direct or cause its subcontractors to accomplish any corrective action or work required by the Secretary's representatives as needed for federal participation. The Secretary does not undertake (for the benefit of the Sponsor, its subcontractors, or any third party) the duty to perform the day-to-day detailed monitoring of the Project, or to catch any errors, omissions, or deviations from the Project's scope of work by the Sponsor or its subcontractors.

16. **Project Reporting Requirements.** The Sponsor agrees, during the life of the Project, to attend any meetings requested by representatives of the Secretary or the WAMPO, if the Secretary deems such meetings to be necessary.

17. **Reports.** The Sponsor shall advise the Secretary regarding the progress of the Project at such times and in such a manner as the Secretary may require, including, but not limited to, meetings, interim progress reports, summary of expenditures, and a detailed final report.
18. **Authorization of Signatory.** The Sponsor shall authorize a duly appointed representative to sign for the Sponsor any or all routine reports as may be required or requested by the Secretary in the completion of the Project.
19. **Traffic Control in City Limits.** The Sponsor agrees to the following with regard to traffic control for the Project:
 - (a) **Temporary Traffic Control.** The Sponsor shall provide a temporary traffic control plan within the Design Plans, which includes the Sponsor 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 Sponsor's temporary traffic control plan must be in conformity with the latest version of the Manual on Uniform Traffic Control Devices (MUTCD), as adopted by the Secretary, and be in compliance with the American Disabilities Act of 1990 (ADA) and its implementing regulations at 28 C.F.R. Part 35, and FHWA rules, regulations, and guidance pertaining to the same. The Secretary or the Secretary's authorized representative may act as the Sponsor's agent with full authority to determine the dates when any road closings will commence and terminate. The Secretary or the Secretary's authorized representative shall notify the Sponsor of the determinations made pursuant to this section.
 - (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, must conform to the latest version of the MUTCD as adopted by the Secretary.
 - (c) **Parking Control.** If applicable, the Sponsor will control parking of vehicles on the Sponsor 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 Sponsor shall adopt and enforce rules and regulations governing traffic movements as may be deemed necessary or desirable by the Secretary and the FHWA.
20. **Access Control in City Limits.** The Sponsor will maintain the control of access rights and prohibit the construction or use of any entrances or access points along the Project within city limits other than those shown on the final Design Plans unless prior approval is obtained from the Secretary.

21. **Indemnification.** To the extent permitted by law and subject to the maximum liability provisions of the Kansas Tort Claims Act, the Sponsor 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 Sponsor, the Sponsor's agents, employees, or subcontractors. The Sponsor shall not be required 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.
22. **Project Costs Prior to FHWA Approval.** The Sponsor agrees to be responsible for one hundred percent (100%) of any Project costs incurred by the Sponsor for the Project prior to the funding for the Project being authorized, obligated, and approved by the FHWA.
23. **Maintenance.** When the Project is completed and final acceptance is issued and until expiration of the Useful Life Period, the Sponsor will, at its own cost and expense, maintain the Project in the city limits and will make ample provision each year for such maintenance. If notified by the State Transportation Engineer of any unsatisfactory maintenance condition, the Sponsor will begin the necessary repairs within thirty (30) days and will prosecute the work continuously until it is satisfactorily completed.
24. **Remittance of Estimated Share.** The Sponsor shall deposit with the Secretary its estimated share of the total Project expenses based upon estimated approved contract quantities. The Sponsor will remit its estimated share by the date indicated on the resolution form Authorization to Award Contract, Commitment of Sponsor/County Funds received by the Sponsor from the Secretary. The date indicated for the Sponsor to deposit its estimated share of the total Project expenses is fifty (50) days after the Letting date.
25. **Payment of Final Billing.** If any payment is due to the Secretary, such payment shall be made within thirty (30) days after receipt of a complete and final billing from the Secretary's Chief of Fiscal Services.
26. **Retention of Records.** The Sponsor shall maintain accounting records and other evidence pertaining to the costs incurred and to make the records available at its office at all reasonable times during the period of Agreement performance and for five (5) years thereafter. Such accounting records and other evidence pertaining to the costs incurred will be made available for inspection by the Secretary, FHWA, U.S. Department of Transportation (USDOT), and Office of Inspector General, or their authorized representatives, and copies thereof shall be furnished if requested.
27. **Entrance Control in City Limits.** The Sponsor will control the construction or use of any entrances along the Project within city limits including those shown on the final Design Plans.
28. **Prior Costs Incurred.** The Sponsor shall be responsible for one hundred percent (100%) of any Project costs incurred by the Sponsor for the Project prior to the funding for the Project being authorized, obligated, and approved by the FHWA.

29. **Accounting.** Upon request by the Secretary and in order to enable the Secretary to report all costs of the Project to the legislature, the Sponsor shall provide the Secretary an accounting of all actual Non-Participating Costs which are paid directly by the Sponsor to any party outside of the Secretary and all costs incurred by the Sponsor not to be reimbursed by the Secretary for any phase or any other major expense associated with the Project.
30. **Restricted Funding Source.** The Sponsor acknowledges and understands Secretary's share of the Project's total, actual, and eligible costs will be funded through federal aid. The Secretary does not assume any liability in connection with the Project. The Sponsor shall reimburse the Secretary for any funds approved for this Project and expended by the Secretary for which the Secretary is not reimbursed by the Federal Government.
31. **Cancellation by Sponsor.** If the Sponsor cancels the Project after receiving written approval from WAMPO, it will reimburse the Secretary for any costs incurred by the Secretary prior to the cancellation of the Project. The Sponsor agrees to reimburse the Secretary within thirty (30) days after receipt by the Sponsor of the Secretary's statement of the cost incurred by the Secretary prior to the cancellation of the Project.

ARTICLE V

COUNTY RESPONSIBILITIES:

1. **Legal Authority.** By signature on this Agreement, the signatory certifies that the signatory has legal and actual authority as representative and agent for the County to enter into this Agreement on its behalf. The County agrees to adopt all necessary ordinances or resolutions, and to take any administrative and/or legal steps as may be required to give full effect to the terms of this Agreement. However, the County is not bound to take any action which the County deems is not consistent with good governance or otherwise detrimental to the County.
2. **Project Authorization.** The County authorizes and agrees to the Project and the County will coordinate and cooperate with the Secretary and the Sponsor to take all steps reasonable and necessary to complete the Project.
3. **Use of County Right of Way.** The County grants the Secretary and the Sponsor the right to enter upon County Right of Way as needed for Project purposes including, but not limited to, design, Construction, and maintenance, as reasonably determined by the Secretary.
4. **Authorization of Signatory.** The County shall authorize a duly appointed representative to sign for the County any or all routine reports as may be required or requested by the Secretary in the completion of the Project.
5. **Right of Way.** The County agrees to the following with regard to Right of Way outside of the Sponsor's city limits:
 - (a) **Right of Way Acquisition.** The County will, in its own name, as provided by law, acquire by purchase, dedication or condemnation all the Right of Way shown on the final Design

Plans in accordance with the schedule established by KDOT. The County agrees the necessary Right of Way shall be acquired in compliance with 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 administrative regulations contained in 49 C.F.R. Part 24, entitled Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs. The County shall certify to the Secretary, on forms provided by the KDOT's Bureau of Local Projects, such Right of Way has been acquired. The County further agrees it will 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 County will provide all legal descriptions required for Right of Way acquisition work. Right of Way descriptions must be signed and sealed by a licensed land surveyor responsible for the preparation of the Right of Way descriptions. The County further agrees to acquire Right of Way in accordance with the laws and with procedures established by KDOT's Bureau of Right of Way and the Office of Chief Counsel and as required by FHWA directives for the participation of federal funds in the cost of the Project. The County 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 will be delivered within the time limits set by the Secretary.

(c) Relocation Assistance. The County will 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 County will undertake the relocation for 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 County for any relocations required by the Project.

(d) Non-Highway Use of Right of Way. Except as otherwise provided, all Right of Way provided for the Project shall be used solely for public street purposes. Any disposal of or change in the use of Right of Way or in access after Construction of the Project will require prior written approval by the Secretary.

(e) Use of Right of Way. The Secretary shall have the right to utilize any land owned or controlled by the County, lying inside or outside the jurisdiction of the County as shown on the final Design Plans, for the purpose of constructing the Project.

6. **Removal of Encroachments Outside of Sponsor's City Limits**. The County 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 will 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 County and the owner of the Encroachment have fully provided for the physical removal of the Encroachment and such removal will

be accomplished within a time sufficiently short to present no hindrance or delay to the Construction of the Project.

7. **Future Encroachments Outside of Sponsor's City Limits.** Except as provided by state and federal laws, the County agrees it will not in the future permit Encroachments upon the Right of Way of the Project, and specifically will 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.

8. **Utilities Outside of Sponsor's City Limits.** The County agrees to the following with regard to Utilities:

(a) **Utility Relocation.** The County will move or adjust, or cause to be moved or adjusted, and will 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 will be located or relocated in accordance with the current version of the KDOT Utility Accommodation Policy (UAP), as amended or supplemented.

(b) **Status of Utilities.** The County 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 County will 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 County 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 Sponsor as to when, prior to the scheduled Letting and Construction, Utilities will be moved. The County shall move or adjust or cause to be moved or adjusted all necessary Utilities within the time specified in the County's certified form except those necessary to be moved or adjusted during Construction and those which would disturb the existing street surface. The County will 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 County 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 will 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 and the Kansas Tort Claims Act (K.S.A. § 75-6101, *et seq.*), the County will indemnify, hold harmless, and save the Secretary, the Sponsor, and the Contractor for damages incurred by the Secretary, the Sponsor, 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 County except as provided by state and federal laws.

9. **Hazardous Waste Outside of Sponsor's City Limits.** The County agrees to the following with regard to Hazardous Waste:

(a) Removal of Hazardous Waste. The County shall locate and be responsible for remediation and cleanup of any Hazardous Waste discovered within the Project Limits. The County shall take appropriate action to clean up and remediate any identified Hazardous Waste prior to Letting. The County will 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, 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 County 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 County shall hold harmless, defend, and indemnify the Secretary and 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 County in undertaking cleanup or remediation for any Hazardous Waste.

(d) No Waiver. By signing this Agreement, the County 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 County reserves the right to bring any action against any third party for any Hazardous Waste on any Right of Way within the Project Limits.

10. **Inspections.** The Secretary does not undertake for the benefit of the Sponsor, the County, the Contractor, the Consultant, or any third party the duty to perform the day-to-day detailed inspection of the Project, or to catch the Contractor's errors, omissions, or deviations from the final Design Plans.

11. **Traffic Control Outside of Sponsor's City Limits.** The County agrees to the following with regard to traffic control for the Project within its jurisdiction:

(a) Temporary Traffic Control. The County shall provide a temporary traffic control plan within the Design Plans, which includes the Sponsor 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 County's temporary traffic control plan must be in conformity with the latest version of the Manual on Uniform Traffic Control Devices (MUTCD), as adopted by the Secretary, and be in compliance with the American Disabilities Act of 1990 (ADA) and its implementing regulations at 28 C.F.R. Part 35, and FHWA rules, regulations, and guidance pertaining to the same. The Secretary or the Secretary's authorized representative may act as the County's agent with full authority to determine the dates when any road closings will commence and terminate. The Secretary or the Secretary's authorized representative shall notify the County of the determinations made pursuant to this section.

(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, must conform to the latest version of the MUTCD as adopted by the Secretary.

(c) Parking Control. If applicable, the County will control parking of vehicles on the county roads 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 County shall adopt and enforce rules and regulations governing traffic movements as may be deemed necessary or desirable by the Secretary and the FHWA.

12. Access Control Outside of Sponsor's City Limits. The County will maintain the control of access rights within its jurisdiction and prohibit the construction or use of any entrances or access points along the Project within its jurisdiction other than those shown on the final Design Plans unless prior approval is obtained from the Secretary.

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

14. Compliance with Laws. The County shall comply with all local, state, and Federal laws and regulations relating to the performance of this Agreement. Furthermore, the County shall not perform any act, fail to perform any act, or refuse to comply with any requests which would cause KDOT to be in violation of the FHWA terms and conditions.

15. Restricted Funding Source. The County acknowledges and understands Secretary's share of the Project's total, actual, and eligible costs will be funded through federal aid. The Secretary does not assume any liability in connection with the Project.

ARTICLE VI

SPECIAL TRANSPORTATION ALTERNATIVES REQUIREMENTS:

1. **No 4(f) Status.** It is the Parties' intention that neither this Agreement nor the Project create or expand the status of any land involved in this Project as a "significant publicly owned public park, recreation area, or wildlife and waterfowl refuge, or any significant historic site," for purposes of Subpart F, 2 C.F.R. §200.500 *et seq.* and 23 C.F.R. 771.135 ("4(f) status"), except as otherwise modified by this Agreement.
 - (a) **Transportation Alternatives.** Unless otherwise stated below in this section, the Parties agree the major purposes or functions of land involved in the Project are to preserve or enhance the scenic, historic, environmental or archeological aspects, or the usefulness for intermodal users (including bicyclists, pedestrians, and other non-motorized transportation users) of existing or new transportation facilities. It is further agreed any park, recreation or refuge purposes or functions are secondary or incidental for purposes of 49 U.S.C. § 303 and 23 C.F.R. 771.135. Exceptions: NONE.
 - (b) **4(f) Determinations.** The Parties agree for purposes of any future determinations of 4(f) status issues as required by 49 U.S.C. § 303 or applicable regulations the Secretary is hereby designated as the public official having jurisdiction of such determinations. However, it is not the intent of this section to affect the determination of whether a historic or archaeological site is on or eligible for inclusion on the National Register of Historic Places.
2. **Useful Life.**
 - (a) **Useful Life Period.** The Parties agree the Useful Life Period of the Project is ten (10) years, commencing on the date the Secretary gives notice of final acceptance of the Project.
 - (b) **Insurance.** If the Project includes improvements to a building, the Sponsor will 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 federal funds expended on the Project.
 - (c) **Change in Public Use.** After the Project is completed and during the entire Useful Life Period, any change in the public use of the real property for the Project will require written approval from the Secretary with FHWA concurrence.

(d) Recapture of Federal Investment.

- (i) During the first five (5) years of the Useful Life Period, if the Project is not used for the purpose set forth in this Agreement or other use approved by the Secretary and the FHWA under subparagraph (c) above, then the Sponsor shall pay to the Secretary 100% of the federal funds invested in the Project.
- (ii) Following the first five (5) years of the Useful Life Period and until the Useful Life Period expires, if the Project is not used for the purpose set forth in this Agreement or other use approved by the Secretary and the FHWA under subparagraph (c) above, then the Sponsor shall pay to the Secretary as recapture of federal funds invested in the Project an amount, which will be determined according to the following formula:

$$\begin{array}{rcl}
 \frac{\text{Total Amount of Federal Funds Invested in the Project}}{\text{Entire Useful Life Period for the Project}} & \times & \begin{array}{l} \text{Number of Full Years} \\ \text{Remaining in the Useful} \\ \text{Life Period at the time of} \\ \text{unauthorized change in use} \end{array} = \text{Recapture Amount}
 \end{array}$$

- (iii) 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 VII

GENERAL 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 included to this Agreement and be attached and made a 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 Sponsor and the County 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.

3. **System for Award Management.** The Sponsor has registered with the System for Award Management (<http://www.sam.gov/>), which provides a Unique Entity Identifier (SAM). The Sponsor 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, as applicable, 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.
6. **Audit.** 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 Audit Requirements for Federal Awards” (commonly known as the “Supercircular”). Further, the Sponsor agrees to the following provisions:
 - (a) **Audit.** It is the policy of the Secretary to make any final payments to the Sponsor 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 Sponsor’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 Sponsor, by executing 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 once 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 Sponsor agrees to refund the payment made by the Secretary to the Sponsor for items subsequently found to be not eligible for reimbursement by audit.

- (c) **Agency Audit.** 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 Sponsor 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 the audit reveals payments have been made with federal funds by the Sponsor for items considered Non-Participating Costs, the Sponsor shall promptly reimburse the Secretary for such items upon notification by the Secretary.

ARTICLE VIII

GENERAL PROVISIONS:

1. **Incorporation of Documents.** The final Design Plans, special provisions, Construction Contract Proposal (as available), the Project Procedures Manuals, the agreement estimate for Construction Engineering services (if applicable) and other attachments are all essential documents of this Agreement and are hereby incorporated by reference and made a part of this Agreement.
2. **FHWA Approval.** This Agreement is subject to the approval of the Federal Highway Administration (FHWA).
3. **Amendments.** Any change in this Agreement, whether by modification and/or supplementation must be accomplished by a formal contract amendment or supplement signed and approved by the duly authorized representatives of the Parties.
4. **Civil Rights Act.** The **Civil Rights Attachment** pertaining to the implementation of the Civil Rights Act of 1964, is hereby made a part of this Agreement.
5. **Contractual Provisions.** The Provisions found in **Contractual Provisions Attachment** (Form DA-146a, which is attached hereto, are hereby incorporated in this contract and made a part hereof.
6. **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.
7. **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.

8. **Binding Agreement.** This Agreement and all contracts entered into under the provisions of this Agreement shall be binding upon the Parties and their successors in office.
9. **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.
10. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.
11. **Severability.** If any provision of this Agreement or any attachments hereto is held invalid, the invalidity does not affect other provisions which can be given effect without the invalid provision, and to this end the provisions of this Agreement are severable.

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

SPONSOR:

ATTEST:

CITY OF HAYSVILLE, KANSAS

CITY CLERK (Date)

MAYOR

(SEAL)

ATTEST:

SEDGWICK COUNTY, KANSAS

COUNTY CLERK (Date)

(SEAL)

Board of County Commissioners Chairperson

Board Member

Board Member

**KANSAS DEPARTMENT OF
TRANSPORTATION
SECRETARY OF TRANSPORTATION**

By: _____
Greg Schieber, P.E. (Date)
Deputy Secretary and
State Transportation Engineer

Approved as to form:

INDEX OF ATTACHMENTS

1. Certification for Federal Aid Contracts and Accompanying Disclosure of Lobbying Activities Attachment
2. Civil Rights Attachment
3. Contractual Provisions Attachment (Form DA-146a)
4. Certification as to Current History Regarding Debarment, Eligibility, Indictments, Convictions, or Civil Judgments

Federal Funds Lobbying Certification Attachment Required Contract Provision

Definitions

1. **Designated Entity:** An officer or employee of any agency, a Member of Congress or any state legislature, an officer or employee of Congress or any state legislature, or an employee of a Member of Congress or any state legislature
2. **Federal Grant:** An award of financial assistance by the Federal government (Federal Aid Highway Program is considered a grant program)
3. **Influencing (or attempt):** Making, with the intent to influence, any communication to or appearance before any designated entity in connection with the making of any Federal grant
4. **Person:** An individual, corporation, company, association, authority, firm, partnership, society, state or local government
5. **Recipient:** All contractors, subcontractors or subgrantees, at any tier, of the recipient of fund received in connection with a Federal grant.

Explanation

As of December 23, 1989, Title 31 U.S.C. (new) Section 1352 limits the use of appropriated Federal funds to influence Federal contracting. Under this new section no appropriated funds may be used by the recipient of a Federal grant to pay any person to influence or attempt to influence a designated entity in connection with the naming of a Federal grant or the extension, renewal, amendment or modification of any grant. These restrictions apply to grants in excess of \$100,000.00. Submission of this Certification is required for participation in this Project by Federal Law. For each failure to file, a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 may be imposed.

Note: If funds other than appropriated Federal funds have or will be paid to influence or attempt to influence a designated entity it must be reported. If required, the reporting shall be made on KDOT Form No. 401, "Disclosure of Lobbying Activities", in accordance with its instructions. KDOT Form No. 401 is available through the Bureau of Design.

THE ABOVE DEFINITIONS, EXPLANATION AND NOTE ARE ADOPTED AND INCORPORATED BY REFERENCE IN THIS CERTIFICATION FOR ALL PURPOSES THE SAME AS IF SET OUT IN FULL IN IT.

The maker of this Certification states that it has been signed on the maker's behalf or, if on behalf of some other person, that the maker is vested with legal right and authority to bind and obligate the other person in the making of this Certification submitted in regard to this Agreement.

The maker certifies that: No Federal appropriated funds have been paid or will be paid by or on behalf of the maker, to any person, for influencing or attempting to influence any designated person in connection with the awarding of any Federal grant or the extension, continuation, renewal, amendment or modification of any Federal grant.

In the event that the maker subcontracts work in this Agreement, the maker will provide to and require the signing of this Certification by the subcontractor, and shall keep and maintain the original signed form as part of the contract with the subcontractor.

The maker understands that this Certification is a material representation of fact upon which reliance was placed as part of this transaction.

(Date)

By: _____

Federal Funds Lobbying Certification Attachment Required Contract Provision

Definitions

1. **Designated Entity:** An officer or employee of any agency, a Member of Congress or any state legislature, an officer or employee of Congress or any state legislature, or an employee of a Member of Congress or any state legislature
2. **Federal Grant:** An award of financial assistance by the Federal government (Federal Aid Highway Program is considered a grant program)
3. **Influencing (or attempt):** Making, with the intent to influence, any communication to or appearance before any designated entity in connection with the making of any Federal grant
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THE ABOVE DEFINITIONS, EXPLANATION AND NOTE ARE ADOPTED AND INCORPORATED BY REFERENCE IN THIS CERTIFICATION FOR ALL PURPOSES THE SAME AS IF SET OUT IN FULL IN IT.

The maker of this Certification states that it has been signed on the maker's behalf or, if on behalf of some other person, that the maker is vested with legal right and authority to bind and obligate the other person in the making of this Certification submitted in regard to this Agreement.

The maker certifies that: No Federal appropriated funds have been paid or will be paid by or on behalf of the maker, to any person, for influencing or attempting to influence any designated person in connection with the awarding of any Federal grant or the extension, continuation, renewal, amendment or modification of any Federal grant.

In the event that the maker subcontracts work in this Agreement, the maker will provide to and require the signing of this Certification by the subcontractor, and shall keep and maintain the original signed form as part of the contract with the subcontractor.

The maker understands that this Certification is a material representation of fact upon which reliance was placed as part of this transaction.

(Date)

By: _____

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

The term “Contractor” is understood to include the Contractor, the Contractor’s assignees and successors in interest, consultants, and all other 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, agrees as follows:

1. **Compliance with Regulations:** The Contractor will comply with the Acts and the Regulations relative to nondiscrimination 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 nondiscrimination 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, FTA, or 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 nondiscrimination 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 (1) through six (6) 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 agrees to comply with the following nondiscrimination 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, (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. §§12131-12189as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38);
- The Federal Aviation Administration’s nondiscrimination statute (49 U.S.C. § 47123), (prohibits discrimination on the basis of race, color, national origin, and sex);
- Title IX of the Education Amendments of 1972, as amended (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 non-State Agency Contracting Party's standard contract form, that form must be altered to contain the following provision:

The provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 05-25), 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 or Funding Source:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated or no longer exist to continue the function performed in this Contract and for the payment of the charges hereunder due to the loss of the funding source, the Contracting State Agency may terminate this Contract immediately or at the end of its current fiscal year. The Contracting State Agency agrees to give written notice of termination to the non-State Agency Contracting Party 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. The non-State Agency Contracting Party shall have the right, at the end of such fiscal year, to take possession of any equipment provided to the Contracting State Agency under the contract. The Contracting State Agency will pay to the non-State Agency Contracting Party all regular contractual payments incurred prior to the period of notification or through the end of the fiscal year as determined by period of notification given by the Contracting State Agency, plus contractual charges incidental to the return of any such equipment. Upon termination of the Contract by the Contracting State Agency, title to any such equipment shall revert to the non-State Agency Contracting Party at the end of the Contracting State Agency's current fiscal year. The termination of the Contract pursuant to this paragraph shall not cause any penalty to be charged to the Parties.
4. **Disclaimer of Liability:** No provision of this contract will be given effect that attempts to require the Contracting State Agency to defend, hold harmless, or indemnify any non-State Agency Contracting Party or third party for any acts or omissions. The liability of the Contracting State Agency is defined under the Kansas Tort Claims Act (K.S.A. 75-6101, *et seq.*).

5. **Anti-Discrimination Clause:** The non-State Agency Contracting Party 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 non-State Agency Contracting Party 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) the non-State Agency Contracting Party agrees to comply with all applicable state and federal anti-discrimination laws and regulations; (g) the non-State Agency Contracting Party 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 non-State Agency Contracting Party 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 Contracting State Agency has agreed to binding arbitration, or the payment of damages or penalties. Further, the Contracting State Agency does 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 Contracting State Agency 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 non-State Agency Contracting Party thereby represents that such person is duly authorized by the non-State Agency Contracting Party to execute this Contract on behalf of the non-State Agency Contracting Party and that the non-State Agency Contracting Party agrees to be bound by the provisions thereof.
9. **Responsibility for Taxes:** The Contracting State Agency 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 Contracting State Agency 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 non-State Agency Contracting Party shall bear the risk of any loss or damage to any property in which the non-State Agency Contracting Party 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 Contracting State Agency 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.
14. **Restricted Funding Source:** The non-State Agency Contracting Party acknowledges and understands the Contracting State Agency's share of the Contract's total, actual, and eligible costs may be funded through the receipt of or reimbursement through federal funds. The Contracting State Agency does not assume any liability in connection with the Contract's total, actual, and eligible costs which may be paid through the receipt of or reimbursement through federal funds. The non-State Agency Contracting Party shall reimburse the Contracting State Agency for any funds approved for this Contract and expended by the Contracting State Agency for which the Contracting State Agency is not reimbursed by the Federal Government or for which such funds are determined by the Federal Government to no longer be available to be used by the Contracting State Agency for said Contract.

CERTIFICATION BY PARTICIPANTS AS TO CURRENT HISTORY
REGARDING DEBARMENT, ELIGIBILITY, INDICTMENTS, CONVICTIONS, OR
CIVIL JUDGMENTS

By signing this certificate, the Participant certifies that neither it nor its principals (owner, partner, director, officer, principal investigator, project director, manager, auditor, or any other position involving the administration of federal funds):

- (1) is currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- (2) has been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;
- (3) has a proposed debarment pending; or
- (4) is or has 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.

List any exceptions here: _____

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.

Participant/Firm's Name: _____

Address: _____

City/State/Zip: _____

Authorized Company Official's Name and Title: _____
(Typed or Printed)

Signature of Authorized Representative: _____
(Date)

CERTIFICATION BY PARTICIPANTS AS TO CURRENT HISTORY
REGARDING DEBARMENT, ELIGIBILITY, INDICTMENTS, CONVICTIONS, OR
CIVIL JUDGMENTS

By signing this certificate, the Participant certifies that neither it nor its principals (owner, partner, director, officer, principal investigator, project director, manager, auditor, or any other position involving the administration of federal funds):

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List any exceptions here: _____

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Participant/Firm's Name: _____

Address: _____

City/State/Zip: _____

Authorized Company Official's Name and Title: _____
(Typed or Printed)

Signature of Authorized 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: December 8th, 2025

Re: Consideration of Bio-Solids Agreement

The agreement in the Council packet outlines a new disposal process for biosolids generated at our Wastewater Treatment Facility. Currently, after processing through the rotary press, biosolids are placed into a roll-off container provided by Waste Connections and hauled to Plumb Thicket Landfill at an annual cost of approximately \$96,000.00.

Under the proposed agreement, Vaulted Deep will provide a dedicated trailer, pick up our biosolids, and transport them for subsurface disposal in underground caverns. This method qualifies as a carbon-offsetting process for participating companies and results in a significantly reduced disposal cost for the City. Based on our annual volumes and the agreed pricing structure, this change is estimated to save the City approximately \$25,000 per year.

Approval of this agreement will provide a more cost-effective and environmentally beneficial long-term solution for biosolids disposal.

Tony Martinez
City of Haysville
Director of Public Works

AGREEMENT FOR WASTEWATER BIOSOLIDS REMOVAL

THIS AGREEMENT is made December ____, 2025, by and between:

THE CITY OF HAYSVILLE, KS, a municipal corporation organized and existing under the constitution and laws of the state of Kansas (“City”); and Carbon Removal Co., Inc. dba Vaulted Deep, 11000 Richmond Ave., Suite 191, Houston, TX 77042 (“Contractor”).

WHEREAS, the City owns and maintains a Wastewater Treatment Facility (hereinafter “Facility”) at 428 S. Jane, Haysville, KS 67060; and

WHEREAS, City’s operator of Facility requires the disposal of the produced biosolids in accordance with various applicable laws, rules and regulations; and

WHEREAS, the Contractor has expertise in providing such services; and

WHEREAS, the parties desire to contract for such services, based on the contractor’s bid demonstrating qualifications and capacity to provide such services to the City at a reasonable and competitive rate approved by the governing body;

NOW THEREFORE, in consideration of the mutual promises herein contained, the parties hereto agree as follows:

- 1. Scope of Work.** Contractor agrees to transport and dispose of biosolids produced from the Facility on a bi-annual (as needed) basis unless otherwise expressly agreed to by parties (“Transport Event”). City will provide the biosolids in the form and estimated quantities hereinafter specified. Contractor will transport and emplace said biosolids as hereinafter set forth and in strict compliance with all applicable laws, rules, and regulations regarding the transportation and disposal of biosolids
- 2. Consideration by City.** City shall provide biosolids to the Contractor at the end of each disposal period according to the following:
 - a. All biosolids transported and emplaced shall be paid at a rate of: \$40.00 per wet ton for the disposal period of calendar years 2025 through 2030, and shall be completed in accordance with applicable laws, rules, and regulations and any applicable recordkeeping and reporting requirements associated with this Agreement. The parties agree that the price per wet ton shall be increased based on the Consumer Price Index (CPI) with said increase being effective on the 1st day of January for each calendar year under this Agreement beginning January 1st, 2027.
 - b. City shall pay a \$3,500.00 monthly fee for a trailer rental to ensure proper transport of biosolids to the Facility.

- c. Determination of wet ton per load will be upon scale tickets and volumes of dump transport trailers.
- d. Contractor shall keep and maintain a log book to record weekly loads and volumes and submit totals based on same at the end of each month which City shall compare with its own records.
- e. City expressly waives custody to and all rights, title, and interest in the biosolids upon transfer to Vaulted at site of pickup. Once the pickup is complete, City transfers full ownership of the biosolids to Vaulted. City waives all rights to the biosolids, including all monetization of any and all environmental benefits and attributes associated with the biosolid and its subsurface injection. City will not generate any carbon credits (avoidance or removal) in association with the biosolids. City transfers all carbon rights of biosolids to Vaulted.

3. Responsibility of City.

- a. City shall perform its duties and responsibilities in a timely and workmanlike manner and shall use its employees and facilities to carry out the intent of this agreement.
- b. City will provide Contractor stabilized biosolids processed through the aerobic digestion of organic solids at Facility in accordance with specifications set in EPA CFR Part 503 rule and within the parameters set forth in Exhibit A. In no case shall City provide Contractor with any biosolids or any waste that meets the definition of hazardous waste pursuant to 40 CFR Parts 260 – 273. Should Contractor at any time in the process of transport through emplacement of material discover that material does not adhere to the parameters herein set forth, Contractor shall have the right, but not the obligation, to reject current and future loads from City at no penalty.
- c. City shall have a biosolids management plan in accordance with all local, state and federal laws.
- d. City shall provide Contractor access to the biosolids loading facility with a 48-hour notice of desire to haul. During normal business hours: Mon-Thur 7:30am-5:00pm Fri 7:30am-11:30am.
- e. City shall use its own resources including but not limited to personnel and equipment to load dump trailers provided and operated by Contractor with biosolids.
- f. City shall maintain the loading area and all equipment at its Facility in a clean and neat manner at its own expense and shall promptly, at time of occurrence, clean up any spills at said Facility. City shall notify Contractor immediately of any malfunctioning or otherwise unsafe condition at the Facility before Contractor is onsite.

- g. City shall keep and maintain its biosolids management plan in conjunction with Contractor and shall timely seek and obtain such additional permits and licenses in the future as may be required to maintain said plan. Contractor shall reasonably cooperate with City in obtaining said permits and licenses upon request by City.

4. Responsibility of Contractor.

a. Contractor shall perform its duties and responsibilities in a timely and workmanlike manner and shall use its employees, equipment, and facilities to carry out the intent of this agreement. Contractor agrees that its obligations under this Agreement specifically include but are not limited to the following:

1. Contractor agrees that the pick-up, transportation, delivery and emplacement of biosolids pursuant to this Agreement shall be done in strict accordance with all Federal, State and local statutes, laws, rules or regulations as the same now exist or as they may be amended and/or exist in the future.
2. Contractor shall be responsible for any and all reporting in strict accordance with all Federal, State and local statutes, laws, rules or regulations as the same now exist or as they may be amended and/or exist in the future.
3. Contractor shall provide City with information relating to its transportation and emplacement of biosolids received from City including but not limited to the following:
 - Semi-tractor load sheets
 - Wet tons emplaced.
 - Dates of emplacement per area.
 - Certification of vector attraction, if applicable.
 - Cavern diagrams as relevant to the City's biosolids.
 - Other information as City may reasonably request.
4. Contractor shall be responsible for collecting a sample of the biosolids being loaded during the emplacement period.
5. Contractor shall provide all equipment and personnel required to transport, store, and dispose of biosolids. Contractor shall comply with all Federal, State and local laws relating to transportation and emplacement of biosolids, as well as all applicable traffic laws. Contractor agrees that it shall adhere to the directions of the Facility Director in operating vehicles at said Facility and that it will use commercially reasonable efforts to maintain all equipment used in the performance of this Agreement in leak proof and spill proof condition.

6. Contractor shall be solely responsible for any spills in transit or at the disposal site and shall promptly, at time of occurrence, safely clean up any such spills. Contractor will use commercially reasonable efforts to maintain transport vehicles as clean and free of spilled biosolids.
7. Contractor shall remain familiar and compliant with, and shall at all times adhere to, State/Federal laws, rules and regulations governing the application and emplacement of sewage biosolids including but not limited to the Federal (503) regulations.
8. Contractor will maintain its equipment at its own expense and all equipment shall be kept in commercially reasonable good condition. City's facilities shall not be used by Contractor for private use or the storage of Contractor's equipment without permission by City. Disabled equipment shall be removed from City's property in a timely manner.
9. Contractor shall designate an administrator of this agreement and agrees to keep City informed of current contact information, including an address and telephone number, during the term of this Agreement. Contact: Luke Sharp, 316-303-7461, luke@vaulteddeep.com
10. Contractor shall develop and maintain, with current cavern descriptions, a (5) year biosolids management plan and such plan shall be available to City upon request as is relevant to the biosolids contemplated in this agreement.

5. Independent Contractor Status. Contractor acknowledges and agrees that it is not an employee of City and that its employees, officers, agents, and servants are not employees of the City. The parties further acknowledge and agree that Contractor is performing under this agreement as an independent contractor and that neither Contractor nor its employees, servants, officers, or agents will be covered under City's applicable insurance policies and no social security, federal or state income or other taxes shall be withheld, nor other deductions made from the sums paid to Contractor under this Agreement.

Contractor specifically acknowledges and agrees that it shall timely pay all Federal and State employment taxes and insurance on its own employees, servants, officers or agents. Contractor further agrees that it shall timely pay all obligations it incurs in the performance of this agreement and shall not allow any liens to be placed against City or its property or against Contractor or its property.

6. Patents. Contractor agrees that it shall pay and be solely responsible for all royalties and license fees and shall hold and save the City, its officers, agents, servants and employees harmless from liability of any nature and kind, including costs and expenses of defense for or on account of any patented or unpatented invention, process, article or appliance manufactured or used in the

performance of this Agreement, including its use by the City in this respect. Contractor agrees that it shall defend all suits and claims for infringement of any patent or license rights.

7. Assignment. This agreement is entered into solely with City based on its reputation and past performance and as such no sale, assignment, transfer or conveyance of this Agreement, in whole or in part, shall be permitted without the express prior written consent of Contractor. Any attempt to sell, assign, transfer, or convey the agreement without the express prior written consent of Contractor shall be a breach of this agreement by City.

8. Breach of contract; remedies; non-waiver. The essence of this agreement is the timely emplacement of City's biosolids and applicable reporting thereof in the manner required by Federal, State and local laws, statutes and ordinances, as well as rules or regulations as the same now exist or as they may be amended or promulgated in the future. Any failure of City to perform its duties and responsibilities under any clause of this agreement shall constitute a material breach of this Agreement and Contractor may, at its sole option, proceed with any legal or equitable remedy available to it pursuant to the laws of the State of Kansas. Any failure by Contractor to proceed with action following a breach shall not be construed or deemed to be a waiver of said breach or of any future breach.

In addition to the foregoing remedies, either party may elect to terminate this agreement upon 30 days written notice for breach of any of its terms by either party unless the defect or non-performance is remedied within such notice period to the other party's reasonable satisfaction.

Notwithstanding the foregoing, Contractor may under any circumstances, immediately terminate this agreement, without notice, upon violation by City of any provision of this agreement resulting in a disruption of biosolids application at Contractor's disposal sites to the extent of exceeding Contractor's capacities. Furthermore, in the event City or Contractor is ordered to cease its operations related to biosolids disposal by any Federal or State agency, commission, board or Court, then and in that event this agreement shall be totally null and void.

Notwithstanding the foregoing, City may immediately terminate this agreement, without notice, upon violation by Contractor of any provision of this agreement resulting in a disruption of biosolids removal from City's Facility to the extent of exceeding City's storage capacities unless the disruption was a result of a Force Majeure Event (defined below). Furthermore, in the event City or Contractor is ordered to cease its operations in biosolids disposal by any Federal or State agency, commission, board or Court, then and in that event this agreement shall be totally null and void, but any outstanding amounts due to Contractor by City shall remain due.

In the event of a substantial change in applicable governmental regulations, applicable technology, or the operations of City's Facility in a manner that make the provisions of this contract inequitable or impractical, the parties agree to negotiate, in good faith, an appropriate amendment to or agreed termination of this agreement. If parties are unable to reach agreement on any necessary amendments within thirty (30) days of initiating such negotiations, either party may terminate this agreement upon written notice.

9. Force Majeure. The Contractor shall not be held liable for any failure or delay in the performance of its obligations under this agreement to the extent or delay is caused by an event beyond the reasonable control of the Contractor, including but not limited to fire, flood, explosion, storm, earthquake, pandemic, labor disputes, acts of God, acts of any governmental authority, or any shutdown, closure, inaccessibility, equipment failure, or other operational disruption at the City's Facility.

In the event the City's Facility becomes inoperable, inaccessible, or otherwise unable to release and transport biosolids for disposal, the Contractor's obligations under this Agreement shall be suspended to the extent affected by such event for the duration of the event and a reasonable recovery period thereafter. The City shall promptly notify the Contractor in writing of the occurrence of such an event and shall make reasonable efforts to resume performance as soon as practicable.

If the event continues for a period of thirty (30) days or more, either party may terminate this agreement upon written notice to the other party, without further obligations or liability, except for payment for services performed prior to the commencement of the event.

10. Term of agreement. This agreement shall commence on the December 1, 2025, and shall continue through December 31, 2030, unless terminated sooner as provided herein, provided that this Agreement shall at all times be subject to the provisions of the Kansas Cash Basis Law and the Kansas Budget Law. Notwithstanding the foregoing, this agreement and all terms shall remain in effect through completion of work authorized and underway prior to the date of termination so long as funding is lawfully available for said work. The City may terminate this Agreement without cause provided sixty (60) days' written notice to Contractor.

11. Workmanship. All work performed hereunder shall be completed in a good and workmanlike manner in accordance with industry standards and in compliance with all applicable laws, and to the reasonable satisfaction of the City's Wastewater Superintendent, Aaron Kirchert. All materials applied or incorporated into the Work shall comply with the terms of this Agreement or be approved by the City's Director of Public Works, Tony Martinez.

12. Compliance with Laws. Contractor agrees that, at all times during the term of and while performing the terms of this Agreement, it will comply with all federal, state and local laws, ordinances and regulations applicable to the work, including Title VI of the Civil Rights Act of 1964. Such compliance obligations shall not extend to acts, omissions or directions from City that are inconsistent with applicable laws.

13. Hold Harmless and Indemnification: Contractor agrees to indemnify, defend, and hold harmless the City of Haysville, Kansas, its respective officers, agents, servants, and employees, harmless from any and all liability of any nature of any kind, including attorney's fees and costs of defense, but only to the extent caused by Contractor's negligent acts, errors, omissions, or willful misconduct in the performance of this agreement or for the acts or omissions of Contractor's agents, employees or officers. Contractor further agrees that it shall, at its sole expense, defend any actions against City and pay any damages, liability or loss, including attorney's fees, but only to the extent arising from Contractor's performance of the work under this agreement and to the extent caused by Contractor's negligence or willful misconduct.

Contractor specifically assumes the sole obligation and responsibility for said biosolids upon the removal of same from the Facility. The parties specifically acknowledge and agree that City assumes no responsibility for the biosolids except as provided in this agreement or as otherwise required by law. Contractor further agrees that any fines assessed or imposed as a result of violations or non-compliance of applicable laws, rules, and/or regulations by Contractor shall be the sole responsibility and obligation of and shall be paid by Contractor. Contractor further agrees to indemnify, defend, and hold harmless City from and against any fines as a result of Contractor's non-compliance with applicable laws, rules and regulations in its performance under this Agreement but not for fines or penalties arising from the City's acts, omissions, or directives inconsistent with applicable law.

14. Insurance. Contractor shall procure and maintain the following insurance, with policy limits as hereinafter set forth throughout the term of this agreement and any supplemental agreements to protect City from damages resulting from the errors, acts, or omissions of Contractor, its agents, officers, employees, or subcontractors in the performance of services rendered under this agreement and for which it is legally liable:

Comprehensive General Liability:

\$1,000,000 Each Occurrence
\$1,000,000 Personal & Adv Injury
\$2,000,000 General Aggregate
\$2,000,000 Products - Completed/Operation Aggregate

Automobile Liability: \$1,000,000 Combined Single Limit

Workers Compensation: Workers' Compensation - Statutory
\$500,000 Each Accident
\$500,000 Disease-Policy Limit
\$500,000 Disease-Each Employee

Prior to commencing any work under this agreement, Contractor shall provide City with satisfactory Certificates of Insurance with City named as an additional insured. Contractor shall furnish City copies of all insurance policies or certificates of insurance that relate to the insurance policies required to be maintained hereunder. In addition, insurance policies applicable hereto shall contain a provision that provides that City shall be given thirty (30) days' written notice by the insurance company before such policy is substantially changed or cancelled.

15. Choice of Law and Venue. This agreement shall be construed in accordance with the laws of the State of Kansas and any action brought to enforce this Agreement shall be valid only if filed in the District Court of Reno County, Kansas. City specifically consents to jurisdiction and venue in the District Court of Reno County, Kansas.

16. Binding Effect. This agreement shall be binding upon and inure to the benefit of the parties and their respective successors or assigns.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed the day and year first above written.

CITY OF HAYSVILLE, KANSAS

CONTRACTOR

By: [City Contact], [Title]

By: [Vaulted Signatory Name], [Title], Carbon
Removal Co., Inc. dba Vaulted Deep

Approved as to form:

[City Attorney], City Attorney

EXHIBIT A

All material received from the City shall adhere to the following KDHE material acceptance requirements:

- pH: 5.0-11.0
- Any changes or process modifications which may result in new, different, or altered Product streams or an increase in emplacement volumes shall be submitted as a request to KDHE at least 180 days before such changes. A permit modification may be required.
- All components of the Product must be below the applicable threshold for Non-residential Scenario, Groundwater pathway (or, if no applicable limit is contained in the Groundwater pathway, the Soil to Groundwater pathway) as contained in Appendix A of the Risk-Based Standards for Kansas as periodically updated. A version can currently be found at: <https://www.kdhe.ks.gov/DocumentCenter/View/15300/Risk-based-Standards-for-Kansas-RSK-Manual---6th-Version-July-2021-PDF>
- The material shall not qualify as hazardous waste by EPA under 40 CFR 261 Regulations

Waste Provider Organization
<p>Please provide a complete list of organizations involved in providing the feedstock, clarifying the organization's role, and providing contact information for each. This includes any organization involved in processing, transporting, and/or storing waste, if applicable.</p> <p>Organization 1 (signatory):</p> <p>Organization 2:</p> <p>Organization 3:</p>
<p>Company registration number (unique business identification number in your country of registration):</p>
<p>Organization address:</p> <p>Contact person name:</p> <p>Role in organization:</p>
<p>Contact person email:</p> <p>Contact phone number (optional):</p>

Please briefly fill out the fields below for the waste material your organization will be supplying to Vaulted Deep.

Is the facility from which waste is sourced in compliance with all applicable local, state, and federal regulations? If no, please explain.
Prior to contracting with Vaulted Deep, describe the way that waste was used or stored (e.g. field application, composting, pile storage etc.). Please provide any photographs or documentation to support your answer.
Please specify whether waste quantities are in excess of what the facility can sell or distribute for productive agricultural or other use. If farmers or other entities pay for compost or biosolids, please specify the approximate price they pay.
Please describe how long these use or storage practices have been in place, highlighting the reason for any change in storage or disposal practices over the last two years.

I, _____(name), certify that the information in this form is true to the best of my knowledge as of _____(date).

Signature

MATERIAL EMPLACEMENT PERMIT APPLICATION
(Process Knowledge)
ORGANIC BENEFICIAL REUSE MATERIAL SITE
ACS-Hutchinson Facility
GENERAL INFORMATION

Generator/Operator Name: _____

Address: _____

Billing Name: _____

Address: _____

 _____☐ (check if same as above)Organic Beneficial Reuse Material description: _____
 _____Quantity: _____ Tons ☐ Gallons ☐ Drums ☐ Other: _____Frequency of emplacement: One Time ☐ Monthly ☐ Weekly ☐ Daily: ☐ Other: _____Process generating organic beneficial reuse material: _____
 _____Organic Beneficial Reuse Material site address (include county & zip code): _____

Generator/Operator Contact: _____ Phone: _____ Fax: _____

Transporter Contact: _____ Phone: _____ Fax: _____

MATERIAL CERTIFICATION STATEMENT

I hereby certify that all information contained herein is true and correct, and the material described is properly identified, classified, packaged, labeled, and prepared as indicated. I certify this material is not hazardous or dangerous as defined by the U.S. EPA, or the state or province of origin. I certify this material does not contain any regulated radioactive materials. I certify that all samples used for this analysis are representative of the materials described herein. I will notify the company if there is a change in the composition of, or process generating this material.

*Name (print)*_____
*Authorized representative's signature*_____
*Title*_____
*Date***ACS APPROVAL DETERMINATION (to be completed by ACS)**Beneficial Reuse Material Approved for Emplacement? ☐ Yes ☐ No

Beneficial Reuse Material Approval Number: _____

Eligible for re-submittal? ☐ Yes ☐ NoReason: _____

*Name (print)*_____
*Authorized representative's signature*_____
*Title*_____
Date

ALL INCOMING MATERIAL MUST RECEIVE APPROVAL BY UCS AUTHORIZED PERSONNEL

Instructions for Form

General Information

- Generator/Operator Name – Company or individual supplying organic beneficial reuse material.
- Address – Address of Generator/Operator company or individual.
- Billing Name – Company or individual to receive bills for services provided.
- Billing Address – Address of company or individual to receive bills for services provided.
- API or KDHE # - Identifying number for location provided by the KCC or KDHE on organic material
- KCC or KDHE Spill # - Identifying number given to a documented spill provided by KCC or KDHE.
- Organic Beneficial Reuse Material description – A physical/characteristic description of the material. (e.g. chloride contaminated soils, drilling fluids, and/or chloride contaminated spill site)
- Process Knowledge Information – In lieu of analytical results, process knowledge documents approved by KDHE such as MSDS sheets, daily mud reports, etc. are requested prior to emplacement.
- Quantity – Indicate estimated quantity of material to be disposed in tons, gallons, or drums.
- Frequency of emplacement – Indicate estimated frequency of material to the facility
- Process generating organic beneficial reuse material – Describe the process used to generate the material. (e.g. biosolids, agricultural residuals and plant wastes except for fats, oils, greases and food wastes.)
- Generator/Operator Contact – Name, phone and fax number of generator contact
- Transport Contact – Name, phone and fax number of transport contact

Organic material - If the material is classified as organic, then the following must be provided to ACS:

The generator shall meet the following requirements.

- (a) Samples of the organic material shall be collected using a procedure that ensures that samples representative of the material are collected.
- (b) Samples shall be collected according to the following rates:
 - (1) For organic material stored in tanks, at least one sample shall be collected from every tank.
 - (2) For earthen or lined pits containing 12,500 barrels or less of organic material, a minimum of four samples shall be collected, each from a different quadrant of the pond/lagoon.
 - (3) For earthen or lined pits containing more than 12,500 barrels of organic material, a minimum of one sample from each quadrant of the pit, plus at least one additional sample for every additional 1,000 barrels of organic material contained in the pond/lagoon.
- (c) Samples of the organic material shall be analyzed for chloride concentration in parts per million by a laboratory accredited by the department for that analysis or shall be analyzed in the field. Each chloride concentration determined using field analysis shall be multiplied by 1.2.
- (d) If the organic material is analyzed in the field, all of the following requirements shall be met:
 - (1) One or more of the following methods shall be used to analyze the organic fluid filtrate:
 - (A) silver nitrate titration ;
 - (B) mercuric nitrate titration ;
 - (C) chloride ion selective electrode.
 - (D) electrical conductivity, using the equations $EC \times 0.64 = TDS$ and $TDS \times 0.61 = CC$, where EC means electrical conductivity in micromhos or micro siemens per centimeter. TDS means total dissolved solids, and CC means chloride concentration in parts per million; or
 - (E) an alternate field method proposed by the operator and approved in writing by the KDHE.
 - (2) Each analysis shall be accompanied by the following information:
 - (A) the manufacturer's information sheet for the equipment that will be used.
 - (B) the calibration requirements for the equipment;
 - (C) the methods that will be used to prepare the sample for testing;
 - (D) the chloride concentration range of the method; and
 - (E) any limitations of the method.
 - (3) The operator shall ensure that each person that analyzes organic material in the field is qualified to perform each analysis. The operator shall maintain documentation of the qualifications, including training and experience, of each person that analyzes organic material in the field.
 - (4) All equipment that is used for analyzing organic material in the field shall be calibrated according to the manufacturer's instructions before the analyses are conducted. For each piece of equipment, a log shall be maintained documenting all calibrations.

It should be noted that if a material is classified as any other non-hazardous mineralized and/or inert type of material, the Generator is required to fill out and submit a Beneficial Use Application to KDHE for review and approval before ACS is allowed to issue final approval for acceptance.

ACS, LLC will assume all current and future liability issues and concerns in reference to containment and emplacement of approved Process Knowledge Organic Beneficial Reuse Materials within each cavern well(s) for stabilization.

ORGANIC BENEFICIAL REUSE MATERIALS MANIFEST-PROCESS KNOWLEDGE

Please print or type

GENERATOR/OPERATOR	1. Generator/Operator ACS ID Number:	2. Page 1 of ____	3. Emergency Response Phone #:	4. Manifest Tracking Number:	5. ACS Organic BRM Approval Number:
	6. Generator/Operator Name and Mailing Address:			Billing Address (if different than mailing address)	
	7. Generator/Operator Source Location: Legal Sec. ____ Twp. ____ R. ____ East ____ West ____ feet from ____ North/ ____ South line of section ____ feet from ____ East/ ____ West line of section ____ County, Kansas			Generator/Operator Source Location: Longitude & Latitude ____ Longitude ____ Latitude Generator/Operator Source Location: Physical Address:	
	8. Transporter 1 Company Name				
	9. Transporter 2 Company Name				
	10. Designated Facility Name and Site Address: Advantek Cavern Solutions, LLC 7513 South K14 Hwy South Hutchinson, KS 67505 Facility's Phone Number: 620.662.6367				
	Organic BRM Description (as noted on the Form O-175)		11. Containers No. Type	12. Total Quantity	13. Unit Wt./Vol.
	1.				
	2.				
	3.				
TRANSPORTER	14. GENERATOR/OPERATOR CERTIFICATION: Under civil and criminal penalties of law for the making or submission of false or fraudulent statements or representations (18 U.S.C. 1001; 42 U.S.C. 6928 and U.S.C. 2615), I certify that the information contained in or accompanying this document is true, accurate, and complete. As to the identified section(s) of this document for which I cannot personally verify truth and accuracy, I certify as a company official having supervisory responsibility for the persons who, acting under my direct instructions, made the verification that this information is true, accurate, and complete.				
	Generator/Operator Name		Signature		Month Day Year
	15. Transporter's Acknowledgment of Receipt of Materials				
	Transporter 1 Name		Signature		Month Day Year Time
	Transporter 2 Name		Signature		Month Day Year Time
	16. TRANSPORTER'S CERTIFICATION: I hereby declare that the contents of this consignment have been delivered as prepared by the Generator/Operator and have not been tampered with in any way, nor have the materials been out of my custody unless otherwise noted by additional transporter signature, and that this consignment has been transported by the most direct route possible by current road conditions. I certify that the contents of this consignment conform to the terms of the attached Materials Emplacement Permit Application.				
	Transporter 1 Name		Signature		Month Day Year Time
	Transporter 2 Name		Signature		Month Day Year Time
ACS FACILITY	17. Discrepancy				
	17a. Discrepancy Indication Space <input type="checkbox"/> Quantity <input type="checkbox"/> Type <input type="checkbox"/> Residue <input type="checkbox"/> Full Rejection				
	18. Material Emplacement Cavern Well Location:				
	19. Designated Facility Owner or Operator: Certification of receipt of beneficial reuse materials covered by the manifest except as noted in Item 17a.				
	Name		Signature		Month Day Year Time

ACS Form O-450B – Manifest Instructions

Read all instructions before completing this form.

1. Instructions for Generators/Operators

Box 1. Generator/Operator ACS ID Number:

Enter the generator/Operator ACS ID number.

Box 2. Page 1 of ____

Enter the total number of pages used to complete this manifest

Box 3. Emergency Response Phone Number

Enter a phone number for which emergency response information can be obtained in the event of an incident during transportation. The emergency response phone number must:

1. Be the number of the generator/operator or the number of an agency or organization who is capable of and accepts responsibility for providing detailed information about the shipment.
2. Reach a phone that is always monitored 24 hours a day the material is in transportation (including transportation related storage), and
3. Reach someone who is either knowledgeable of the material being shipped and has comprehensive emergency response and spill cleanup/incident mitigation information for the material being shipped or has immediate access to a person who has that knowledge and information about the shipment.

Note: Emergency Response phone number information should only be entered in box 3 when there is one phone number that applies to all the waste materials described in Box 9b. If a situation arises where more than one Emergency Response phone number applies to the various materials listed on the manifest, the phone numbers associated with each specific material should be entered after its description in Box 9b.

Box 4 Manifest Tracking Number

This tracking number will be assigned by ACS.

Box 5. ACS Organic BRM Approval Number

This tracking number will be assigned by ACS.

Box 6. Generator/Operator Name and Mailing Address

Enter the name of the generator/operator, the mailing address to which the completed manifest signed by the generator/operator should be mailed, and the generator/operator telephone number. Note: the telephone number (including area code) should be the normal business number for the generator/operator, or the number where the generator/operator or his authorized agent may be reached to provide instructions in the event ACS, LLC rejects the shipment.

Generator/Operator Site Address (if different than mailing address)

Enter the physical address of the work site, if different than the mailing address.

Box 7. Generator/Operator Source Location

Enter the legal description and longitude and latitude (if possible) for the source location of the material to be emplaced.

Box 8. Transporter 1

Enter the company name of the first transporter who will transport the material. Vehicle or driver information may not be entered here. ACS will provide the transporter ID number.

Box 9. Transporter 2

Enter the company name of the second transporter who will transport the material. Vehicle or driver information may not be entered here. ACS will provide the transporter ID number.

Box 10. Designated Facility Name and Site Address:

This has been preprinted on the manifest form.

Organic BRM description box.

Give a brief description of the material to be emplaced (as noted on the Form 200)

Box 11. Containers

Enter the number of containers for each material and the appropriate abbreviation from Table 1 (below) for the type of container.

TABLE 1 – TYPES OF CONTAINERS

BA = burlap, cloth, paper or plastic bags	DT = dump truck
CF = fiber or plastic boxes, carbon, cases	DW = wooden drums, barrels, kegs
CM = metal boxes, cartons, cases (including cars	HG = hopper or gondola

Roll-offs)

DM = metal drums,

barrels, kegs

CW = wooden boxes, carbons, cases TC = tank cars

CY = cylinders

TP = portable tanks

DF = fiberboard or plastic drums, barrels, kegs TT = cargo tanks (tank trucks)

VT = vacuum truck

HV = hydrovac truck

Box 12. Total Quantity

Enter, in designated boxes, the total quantity of material. Round partial units to the nearest whole unit and do not enter decimals or fractions. To the extent practical, report quantities using appropriate units of measure that will allow you to report quantities with precision. Material quantities entered should be based on actual measurements or reasonably accurate estimates of actual quantities shipped. Container capacities are not acceptable as estimates.

Box 13. Units of Measure (weight/volume)

Enter, in designated boxes, the appropriate abbreviation from Table II (below) for the unit of measure.

TABLE II – UNITS OF MEASURE

G = gallons (liquids only)

N = cubic meters

K = kilograms

P = pounds

L = liters (liquids only)

T = tons (2,000 pounds)

M = metric tons (1,000 kilograms)

Y = cubic yards

Note: Tons, metric tons, cubic meters and cubic yards should only be reported in connection with very large bulk shipments, such as rail cars, tank trucks, or barges.

Box 14. Generator/Operator Certification

The generator/operator must read, sign and date the generator's certification statement. In signing this statement, the generator/operator attests that the shipment has been properly prepared and is in proper condition for transportation.

Generator/Operator personnel may preprint the words "On behalf of" in the signature block or may hand write this statement in the signature block prior to signing the generator certification, to indicate that the individual signs as the employer or agent of the named principal.

Note: All of the above information except the handwritten signature required in Box 14, may be pre-printed.

The generator/operator may enter any special handling or shipment-specific information necessary for the proper management or tracking of the material under the generator's business processes. Generators/Operators also may include additional descriptive information about their shipped materials, such as chemical names, constituent percentages, physical state, or specific gravity of material. This information should be on a separate sheet attached to this manifest.

2. Instructions for Transporters

Box 15. Transporter's Acknowledgment of Receipt of Materials

Enter the name of the person accepting the material on behalf of the first transporter. That person must acknowledge acceptance of the material described on the manifest by signing and entering the date of receipt. Only one signature per transportation company is required. Signatures are not required to track the movement of material in and out of transfer facilities, unless there is a change of custody between transporters.

If applicable, enter the name of the person accepting the material on behalf of the second transporter. That person must acknowledge acceptance of the material described on the manifest by signing and entering the date of receipt.

Box 16. Transporter's Certification

The transporter must read, sign and date the transporter's certification statement. In signing this statement, the transporter attests that the shipment has been properly delivered as prepared by the generator/operator and has not been tampered with.

Transporter personnel may preprint the words "On behalf of" in the signature block or may hand write this statement in the signature block prior to signing the transporter certification to indicate that the individual signs as the employer or agent of the named principal.

3. Instructions for ACS

Box 17. Discrepancy

The authorized representative of ACS, LLC must note in this space any discrepancies between the material described on the Manifest and the

material received. The manifest discrepancies are: significant differences between the quantity or type of material designated on the manifest and the quantity and type of material this facility actually receives.

For rejected loads, check the appropriate box indicating the reason for the rejection.

Box 18. Enter the material emplacement cavern well location and number

Box 19. Designated Facility Owner or Operator Certification of Receipt (except at noted in box 17a.

Enter the name of the person receiving the material on behalf of the owner (s) of ACS, LLC. That person must acknowledge receipt or rejection of the material described on the Manifest by signing and entering the date of receipt or rejection where indicated. Since the facility certification acknowledges receipt of the material except as noted in the Discrepancy Space in Box 17a, the certification should be signed for both waste receipt and waste rejection.

Disclaimer (Process Knowledge Only)

ACS stipulates that Generator/Operator understands and agrees that it will be responsible for any loss or damage of material in transit to ACS, LLC, notwithstanding containment (storage) of its materials in ACS, LLC’s underground salt formation caverns. Generator/Operator’s claim for loss or damage must be filed with Transporter. Generator/Operator agrees to abide by the terms and conditions of the Material Emplacement Permit Application (Form 175) Previously signed by Generator/Operator and ACS, LLC. Approval MUST BE authorized by ACS, LLC before any incoming material will be accepted.

ACS, LLC will assume all current and future liability issues and concerns in reference to containment and emplacement of approved Process Knowledge Organic Beneficial Reuse Materials within our cavern wells for stabilization.





Haysville Holiday Lights Contest

**THE CITY OF HAYSVILLE INVITES ALL
HAYSVILLE RESIDENTS (WITHIN THE CITY LIMITS)
TO PARTICIPATE IN THE 2025 HAYSVILLE
HOLIDAY LIGHTS CONTEST!**

**VOTING WILL BE HELD ON THE CITY OF HAYSVILLE
FACEBOOK PAGE. THE AMOUNT OF LIKES WILL
DETERMINE THE WINNERS.**

**SUBMIT: NOVEMBER 24 THRU DECEMBER 15
ONLINE VOTING: DECEMBER 16 THRU 22ND BY 5 PM
WINNERS ANNOUNCED: DECEMBER 23**

1ST PLACE - \$150 - 2ND & 3RD PLACE - \$100

**TO ENTER: SEND NAME, ADDRESS, PHONE NUMBER
& 1-3 PICTURES TO DGABOR@HAYSVILLEKS.GOV
BY DECEMBER 15 AT 5 PM**





HAYSVILLE POLICE DEPARTMENT

November 2025

TOTAL CALLS	931	DOGS IMPOUNDED (AT LARGE)	01
CASE NUMBERS ISSUED	164	DOGS IMPOUNDED (HOLD/CO)	00
SUMMONS ISSUED	128	OWNER CITED/IMPOUNDED	01
CITY CODE	02	RETURNED TO OWNER	01
CRIMINAL MISD	18	NO IMPOUND/CITED	00
TRAFFIC MISD	30	RELEASED TO COUNTY	00
TRAFFIC INF	52	DECEASED ANIMALS	00
VOIDED	00	ANIMALS HELD	00
WARNINGS	26		
		CITY LICENSE	00
ARRESTS	53	LICENSES PURCHASED	
ADULT	44	15 th TO 15 th OF MONTH	09
JUVENILE	09		
CINC	00		
CITE/RELEASE	27		
HPD WARRANTS	06		
OUTSIDE ARRESTS	13		
MV ACCIDENTS	08	WARRANTS ISSUED	06
INJURY	00		
NON-INJURY	08		
VACATION HOMES	02		
COMMUNITY POLICING	01	K9 DEPLOYMENTS	02
SPECIAL WATCH	02	MILES DRIVEN	13,846
CRS WALK -INS	40		
INCOMING CALLS	591		
OUTGOING CALLS BY CRS	38		





Summary

Month	No Trash Service	Materials Storage	Nuisance	Auto on Grass	Unsafe Structure	Grass Residential	Grass Commercial	Lighting	Diseased Tree	Other	Nuisance Auto on Grass	Total Violations	Total Cases
January	3	0	14	1	0	0	0	0	0	0	4	22	20
February	2	0	20	5	0	0	0	0	0	1	14	42	29
March	0	0	24	7	0	0	0	0	1	2	19	53	39
April	0	0	21	5	0	26	1	0	0	0	14	67	47
May	3	0	14	2	0	28	8	0	7	10	2	74	51
June	0	0	11	1	0	19	1	0	7	6	8	53	40
July	4	0	27	3	0	39	4	0	0	2	10	89	59
August	2	0	11	1	0	22	1	0	0	0	8	45	34
September	2	0	10	2	0	10	0	0	1	10	5	40	29
October	3	0	18	5	0	6	1	0	0	3	10	46	32
November	1	0	8	2	0	0	0	0	0	1	8	21	19
December	0	0	1	0	0	0	0	0	0	0	0	1	1
Total	16	0	152	27	0	144	15	0	16	31	84	485	348



JOIN HAYSVILLE RECREATION FOR

A NIGHT WITH SANTA

- Carriage Rides
 - Cookie Decorating
 - Family Fun
 - Pictures With Santa
 - Candy Cane Dash!
- o 6:15 & 7:00PM



**SATURDAY,
DECEMBER
13TH**

6:00-8:00PM

**Historic District
200 S. Main
Haysville, KS**



LET'S HAVE A JOLLY GOOD TIME!



**FOR MORE INFORMATION:
HAYSVILLEREC.COM OR 316-529-5922**





HAYSVILLE COMMUNITY LIBRARY

210 S. Hays Avenue
Haysville, KS 67060
Ph 316/524-5242, Fax 316/524-0142
www.haysvillecommunitylibrary.org

November 24, 2025

The Honorable Russ Kessler
Mayor, City of Haysville
City Hall
200 West Grand
Haysville, Kansas 67060

Dear Mr. Mayor:

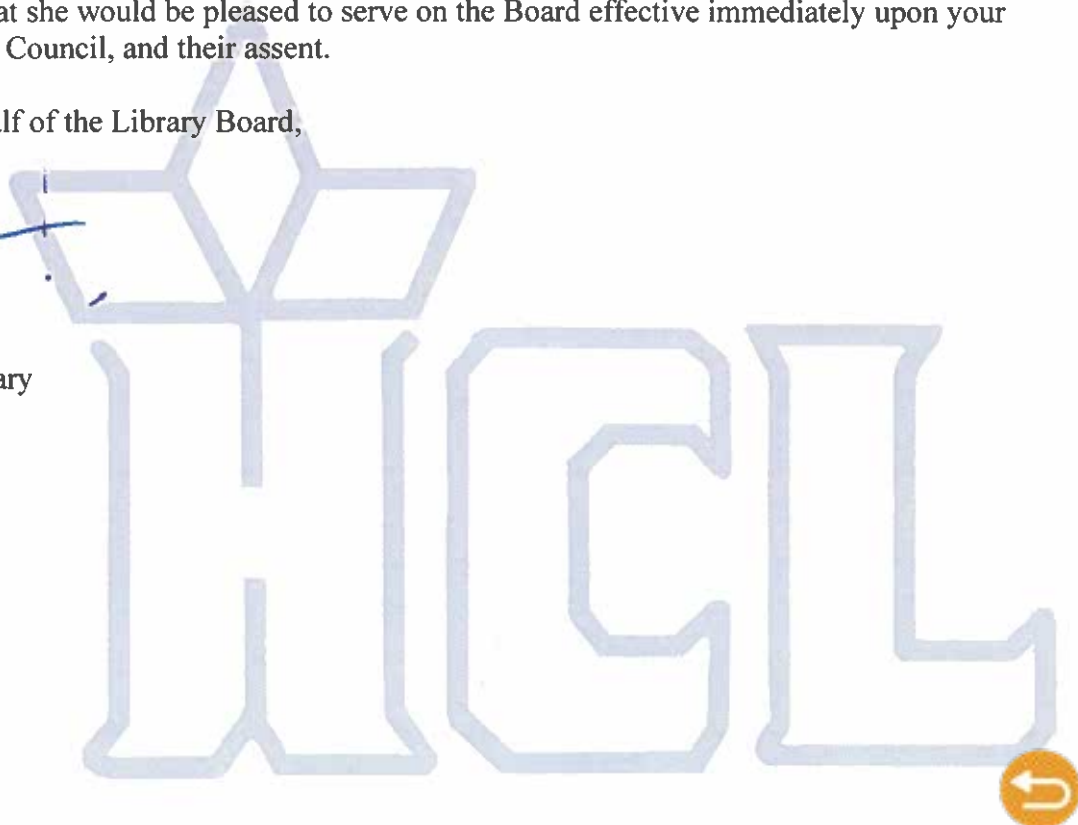
The Library Board has approved a recommendation to fill the existent vacancy for a partial term running until 2028 for seat 3 on the board.

The Board recommends Vicki More of 238 Hungerford. Ms. More is a retired bookkeeper, a member of the Haysville Community Library quilting group, a new board member of the Haysville Community Library Friends, and an avid reader. Ms. More is very interested in serving, well qualified, and able to make an immediate and substantive contribution to the activities and initiatives of the Library Board.

Ms. More 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





City of Haysville, KS

AP Summary of Expenditures By Vendor Name

Payment Dates 11/1/2025 - 11/30/2025

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: ACME0033 - ACME WASTE SYSTEMS, LLC.					
ACME WASTE SYSTEMS, LLC.	I47491	11/18/2025	C & D DISPOSAL - PW RECYCLE CNTR.	036-56-3017	4,066.40
Vendor ACME0033 - ACME WASTE SYSTEMS, LLC. Total:					4,066.40
Vendor: ADDI3077 - ADDISON WOOD					
ADDISON WOOD	11 04 2025 A	11/04/2025	REFEREE SOCCER 1 HRS. 11/01/2025	030-50-1250	17.00
Vendor ADDI3077 - ADDISON WOOD Total:					17.00
Vendor: AFLA0056 - AFLAC					
AFLAC	002507	11/18/2025	PAYROLL DEDUCTION AFLAC	001-00-2052	1,935.07
Vendor AFLA0056 - AFLAC Total:					1,935.07
Vendor: A-FO0011 - A-FORD-ABLE-LOCKSMITHING INC					
A-FORD-ABLE-LOCKSMITHING ...551122		11/04/2025	GRADE 1 DOOR LEVER SET 1EA. (HAC)	030-50-2025	169.00
A-FORD-ABLE-LOCKSMITHING ...551122		11/04/2025	S/C 10/22/2025 HAC LOCK REPAIRS	030-50-2025	119.00
Vendor A-FO0011 - A-FORD-ABLE-LOCKSMITHING INC Total:					288.00
Vendor: AGGR0058 - AGGREGATE SAND & GRAVEL INC					
AGGREGATE SAND & GRAVEL ... 72627		11/04/2025	SHREDDED TOPSOIL 4.81 TONS (PARK)	001-03-2009	144.30
Vendor AGGR0058 - AGGREGATE SAND & GRAVEL INC Total:					144.30
Vendor: AJRA1000 - AJ RAMIREZ					
AJ RAMIREZ	NOV 2025	11/03/2025	CELL PHONE REIMBURSEMENT	030-50-2002	35.00
Vendor AJRA1000 - AJ RAMIREZ Total:					35.00
Vendor: ALLE1943 - ALLEN HANTON					
ALLEN HANTON	NOV 2025	11/03/2025	CELL PHONE REIMBURSEMENT	001-22-2002	35.00
Vendor ALLE1943 - ALLEN HANTON Total:					35.00
Vendor: ALTE0100 - ALTERNATIVE PEST MGMNT.					
ALTERNATIVE PEST MGMNT.	9738	11/18/2025	PEST CONTROL - VICKER'S BLDG.	001-09-2040	35.00
ALTERNATIVE PEST MGMNT.	9738	11/18/2025	PEST CONTROL - CITY HALL	001-09-2040	50.00
ALTERNATIVE PEST MGMNT.	9738	11/18/2025	TERMITE RENEWAL - BLACKSMITH SHOP / BANK	001-09-2040	110.00
ALTERNATIVE PEST MGMNT.	9738	11/18/2025	TERMITE RENEWAL - WIRE HOUSE	001-09-2040	85.00
ALTERNATIVE PEST MGMNT.	9738	11/18/2025	PEST CONTROL - SR. CNTR.	001-12-2040	35.00
Vendor ALTE0100 - ALTERNATIVE PEST MGMNT. Total:					315.00
Vendor: AMAN1999 - AMANDA M. DIAZ					
AMANDA M. DIAZ	NOV 2025	11/03/2025	CELL PHONE REIMBURSEMENT	001-01-2002	35.00
Vendor AMAN1999 - AMANDA M. DIAZ Total:					35.00
Vendor: AREN2176 - AREN JOSEPH					
AREN JOSEPH	11 04 2025 A	11/04/2025	REFEREE TT NINJAS 1 HR. 11/03/2025	030-50-1250	15.00
AREN JOSEPH	11 04 2025 A	11/04/2025	REFEREE TT NINJAS 1 HR. 10/27/2025	030-50-1250	10.00
AREN JOSEPH	11 04 2025 B	11/04/2025	REFEREE SOCCER 2 HRS. 11/01/2025	030-50-1250	30.00
Vendor AREN2176 - AREN JOSEPH Total:					55.00
Vendor: AUST0211 - AUSTIN HOSE					
AUSTIN HOSE	02204860	11/18/2025	HYDRAULIC HOSE ASSEMBLY 1EA. (SEWER)	010-30-2006	207.67
Vendor AUST0211 - AUSTIN HOSE Total:					207.67

AP Summary of Expenditures

Payment Dates: 11/1/2025 - 11/30/2025

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: BEAL0281 - BEALL & MITCHELL LLC					
BEALL & MITCHELL LLC	NOV 2025	11/03/2025	PROFESSIONAL SERVICES - JUDGE	001-06-1100	1,775.53
Vendor BEAL0281 - BEALL & MITCHELL LLC Total:					1,775.53
Vendor: BICY0311 - BICYCLE X-CHANGE					
BICYCLE X-CHANGE	355391	11/18/2025	BW GEL GLOVES 1 PR. (RETURN/EXCHANGE)	001-02-2006	-59.98
BICYCLE X-CHANGE	355391	11/18/2025	ELITE GEL GLOVES 1 PR.	001-02-2006	38.00
BICYCLE X-CHANGE	355391	11/18/2025	MONACO GEL GLOVES 1 PR.	001-02-2006	39.99
Vendor BICY0311 - BICYCLE X-CHANGE Total:					18.01
Vendor: BIGC2205 - BIG CORNER CREATIVE					
BIG CORNER CREATIVE	15027	11/04/2025	2 WINDOW TINT 1EA. - PATROL CAR #18-16 (PD)	001-02-2035	99.00
Vendor BIGC2205 - BIG CORNER CREATIVE Total:					99.00
Vendor: BIGT0314 - BIG TOOL STORE					
BIG TOOL STORE	781925	11/18/2025	1000 LB. TRANSMISSION JACK 1EA. (PW)	001-03-2009	187.49
BIG TOOL STORE	781925	11/18/2025	1000 LB. TRANSMISSION JACK 1EA. (PW)	010-30-2009	187.49
BIG TOOL STORE	781925	11/18/2025	1000 LB. TRANSMISSION JACK 1EA. (PW)	011-31-2009	187.49
BIG TOOL STORE	781925	11/18/2025	1000 LB. TRANSMISSION JACK 1EA. (PW)	021-41-2009	187.48
Vendor BIGT0314 - BIG TOOL STORE Total:					749.95
Vendor: BORD0351 - BORDER STATES ELECTRIC SUPPLY					
BORDER STATES ELECTRIC SU...	931311172	11/04/2025	FLOOD LIGHT COVER 2EA. - VETERANS MEMORIAL	036-56-3011	7.01
BORDER STATES ELECTRIC SU...	931404761	11/18/2025	1/2" KNOCK OUT PLUG 20EA. (HISTORIC PARK)	036-56-3011	7.40
BORDER STATES ELECTRIC SU...	931404761	11/18/2025	5-20R GFCI RECEPTACLE 4EA. (HISTORIC PARK)	036-56-3011	78.84
BORDER STATES ELECTRIC SU...	931404761	11/18/2025	METAL OUTLET IN-USE COVER 2EA. (HISTORIC PARK)	036-56-3011	78.73
BORDER STATES ELECTRIC SU...	931404761	11/18/2025	6X6X4 PVC JUNCTION BOX 1EA. (HISTORIC PARK)	036-56-3011	24.04
BORDER STATES ELECTRIC SU...	931404761	11/18/2025	1/2" X 10' PVC CONDUIT 20EA. (HISTORIC PARK)	036-56-3011	10.00
BORDER STATES ELECTRIC SU...	931404761	11/18/2025	3/4" KNOCK OUT PLUG 20EA. (HISTORIC PARK)	036-56-3011	7.00
Vendor BORD0351 - BORDER STATES ELECTRIC SUPPLY Total:					213.02
Vendor: BROO0377 - BROOKS GREASE SERVICE, INC.					
BROOKS GREASE SERVICE, INC.	1079967	11/18/2025	PUMP / CLEAN GREASE TRAP - SR. CNTR.	001-12-2040	280.00
Vendor BROO0377 - BROOKS GREASE SERVICE, INC. Total:					280.00
Vendor: CALE2796 - CALE TOPINKA					
CALE TOPINKA	NOV 2025	11/03/2025	CELL PHONE REIMBURSEMENT	010-30-2002	11.67
CALE TOPINKA	NOV 2025	11/03/2025	CELL PHONE REIMBURSEMENT	011-31-2002	11.67
CALE TOPINKA	NOV 2025	11/03/2025	CELL PHONE REIMBURSEMENT	021-41-2002	11.66
Vendor CALE2796 - CALE TOPINKA Total:					35.00
Vendor: CARL0713 - CARL B. DAVIS, TRUSTEE					
CARL B. DAVIS, TRUSTEE	11 13 2025 A	11/13/2025	BI-WEEKLY PAYROLL DEDUCTION - CASE NO. 23-10360	001-00-2057	246.00
CARL B. DAVIS, TRUSTEE	11 13 2025 B	11/13/2025	BI-WEEKLY PAYROLL DEDUCTION - CASE NO. 22-10615	001-00-2057	69.23
CARL B. DAVIS, TRUSTEE	11 26 2025 A	11/26/2025	BI-WEEKLY PAYROLL DEDUCTION - CASE NO. 23-10360	001-00-2057	246.00

AP Summary of Expenditures

Payment Dates: 11/1/2025 - 11/30/2025

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
CARL B. DAVIS, TRUSTEE	11 26 2025 B	11/26/2025	BI-WEEKLY PAYROLL DEDUCTION - CASE NO. 22-10615	001-00-2057	69.23
Vendor CARL0713 - CARL B. DAVIS, TRUSTEE Total:					630.46
Vendor: CARR1919 - CARRIE ANN GOLEMON					
CARRIE ANN GOLEMON	11 04 2025 A	11/04/2025	FITNESS INSTRUCTOR 1.5 HRS. 10/03/2025	030-50-1250	30.00
CARRIE ANN GOLEMON	11 04 2025 A	11/04/2025	FITNESS INSTRUCTOR 1.5 HRS. 10/15/2025	030-50-1250	30.00
CARRIE ANN GOLEMON	11 04 2025 A	11/04/2025	FITNESS INSTRUCTOR 1.5 HRS. 09/26/2025	030-50-1250	30.00
CARRIE ANN GOLEMON	11 04 2025 A	11/04/2025	FITNESS INSTRUCTOR 1.5 HRS. 09/19/2025	030-50-1250	30.00
CARRIE ANN GOLEMON	11 04 2025 A	11/04/2025	FITNESS INSTRUCTOR 1.5 HRS. 10/10/2025	030-50-1250	30.00
CARRIE ANN GOLEMON	11 04 2025 A	11/04/2025	FITNESS INSTRUCTOR 1.5 HRS. 09/12/2025	030-50-1250	30.00
CARRIE ANN GOLEMON	11 04 2025 A	11/04/2025	FITNESS INSTRUCTOR 1.5 HRS. 10/17/2025	030-50-1250	30.00
CARRIE ANN GOLEMON	11 04 2025 A	11/04/2025	FITNESS INSTRUCTOR 1.5 HRS. 10/24/2025	030-50-1250	30.00
CARRIE ANN GOLEMON	11 04 2025 A	11/04/2025	FITNESS INSTRUCTOR 1.5 HRS. 10/01/2025	030-50-1250	30.00
CARRIE ANN GOLEMON	11 04 2025 A	11/04/2025	FITNESS INSTRUCTOR 1.5 HRS. 10/22/2025	030-50-1250	30.00
CARRIE ANN GOLEMON	11 04 2025 A	11/04/2025	FITNESS INSTRUCTOR 1.5 HRS. 10/08/2025	030-50-1250	30.00
CARRIE ANN GOLEMON	11 18 2025	11/18/2025	FITNESS INSTRUCTOR 1.5 HRS. 11/14/2025	030-50-1250	30.00
CARRIE ANN GOLEMON	11 18 2025	11/18/2025	FITNESS INSTRUCTOR 1.5 HRS. 11/07/2025	030-50-1250	30.00
CARRIE ANN GOLEMON	11 18 2025	11/18/2025	FITNESS INSTRUCTOR 1.5 HRS. 11/12/2025	030-50-1250	30.00
CARRIE ANN GOLEMON	11 18 2025	11/18/2025	FITNESS INSTRUCTOR 1.5 HRS. 10/29/2025	030-50-1250	30.00
CARRIE ANN GOLEMON	11 18 2025	11/18/2025	FITNESS INSTRUCTOR 1.5 HRS. 11/05/2025	030-50-1250	30.00
Vendor CARR1919 - CARRIE ANN GOLEMON Total:					480.00
Vendor: CHAD0458 - CHAD CASE					
CHAD CASE	NOV 2025	11/18/2025	CELL PHONE REIMBURSEMENT	001-02-2040	35.00
Vendor CHAD0458 - CHAD CASE Total:					35.00
Vendor: CHEA1188 - CHEAPER BY THE DOZEN					
CHEAPER BY THE DOZEN	2033	11/04/2025	SENIOR CENTER - CINNAMON ROLLS 10/24/2025	001-12-2012	180.00
CHEAPER BY THE DOZEN	2033	11/04/2025	DELIVERY FEE	001-12-2012	20.00
CHEAPER BY THE DOZEN	5033	11/18/2025	DELIVERY FEE	001-12-2012	25.00
CHEAPER BY THE DOZEN	5033	11/18/2025	THANKSGIVING MEALS - SR. CNTR. MEALS ON WHEELS	001-12-2012	1,144.00
Vendor CHEA1188 - CHEAPER BY THE DOZEN Total:					1,369.00
Vendor: CHRI1139 - CHRISTINA STOWELL					
CHRISTINA STOWELL	11 04 2025 A	11/04/2025	REFEREE SOCCER 1 HRS. 10/30/2025	030-50-1250	20.00
CHRISTINA STOWELL	11 04 2025 A	11/04/2025	REFEREE SOCCER 2 HRS. 11/01/2025	030-50-1250	40.00
Vendor CHRI1139 - CHRISTINA STOWELL Total:					60.00
Vendor: CONN0513 - CHRISTOPHER CONNER					
CHRISTOPHER CONNER	07413	11/04/2025	BIG TWISTED BALLOON & MAGIC SHOW 10/26/2025	099-66-3001	300.00
Vendor CONN0513 - CHRISTOPHER CONNER Total:					300.00

AP Summary of Expenditures

Payment Dates: 11/1/2025 - 11/30/2025

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: CHRI1039 - CHRISTOPHER GERMAN					
CHRISTOPHER GERMAN	11 18 2025	11/18/2025	GYMNASTICS INSTRUCTOR 2.5 HRS. 11/11/2025	030-50-1250	25.00
CHRISTOPHER GERMAN	11 18 2025	11/18/2025	GYMNASTICS INSTRUCTOR 2.5 HRS. 11/04/2025	030-50-1250	25.00
Vendor CHRI1039 - CHRISTOPHER GERMAN Total:					50.00
Vendor: CIAR1720 - CIARA LEACH					
CIARA LEACH	NOV 2025	11/03/2025	CELL PHONE REIMBURSEMENT	030-50-2002	35.00
Vendor CIAR1720 - CIARA LEACH Total:					35.00
Vendor: CINT0521 - CINTAS CORPORATION #451					
CINTAS CORPORATION #451	4247075868	11/04/2025	TERRY TOWEL - WHTIE	001-03-2009	13.80
CINTAS CORPORATION #451	4247075868	11/04/2025	EMP. 0025 T. CHAMBERLIN	001-03-2012	3.89
CINTAS CORPORATION #451	4247075868	11/04/2025	EMP. 0004 C. BARNARD	001-03-2012	7.50
CINTAS CORPORATION #451	4247075868	11/04/2025	EMP. 0002 A. NGUYEN	001-03-2012	4.51
CINTAS CORPORATION #451	4247075868	11/04/2025	EMP. 0011 K. STARK	001-03-2012	3.66
CINTAS CORPORATION #451	4247075868	11/04/2025	EMP. 0006 R. STOKES	001-03-2012	3.88
CINTAS CORPORATION #451	4247075868	11/04/2025	EMP. 0023 J. SNYDER	001-03-2012	6.10
CINTAS CORPORATION #451	4247075868	11/04/2025	EMP. 0001 O. BAILEY	001-03-2012	6.10
CINTAS CORPORATION #451	4247075868	11/04/2025	EMP. 0021 C. LEWIS	001-03-2012	3.89
CINTAS CORPORATION #451	4247075868	11/04/2025	EMP. 0012 C. BETTLES	001-20-2016	3.89
CINTAS CORPORATION #451	4247075868	11/04/2025	SANIS SCENTED TOILET BOWL CLIP	010-30-2009	0.88
CINTAS CORPORATION #451	4247075868	11/04/2025	3X5 GRAY MAT	010-30-2009	1.02
CINTAS CORPORATION #451	4247075868	11/04/2025	34X57 FENDER COVER - RED	010-30-2009	7.38
CINTAS CORPORATION #451	4247075868	11/04/2025	3X10 GRAY MAT	010-30-2009	0.69
CINTAS CORPORATION #451	4247075868	11/04/2025	1000 MOISTURIZING SOAP	010-30-2009	0.82
CINTAS CORPORATION #451	4247075868	11/04/2025	3X5 ACTIVE SCRAPER MAT	010-30-2009	0.44
CINTAS CORPORATION #451	4247075868	11/04/2025	SM SHOP TOWELS - RED	010-30-2009	11.01
CINTAS CORPORATION #451	4247075868	11/04/2025	EMP. 0008 C. ASHER	010-30-2016	1.39
CINTAS CORPORATION #451	4247075868	11/04/2025	EMP. 0020 C. ROSE	010-30-2016	3.89
CINTAS CORPORATION #451	4247075868	11/04/2025	UNIFORM ADVANTAGE	010-30-2016	16.97
CINTAS CORPORATION #451	4247075868	11/04/2025	EMP. 0016 Z. BATY	010-30-2016	14.37
CINTAS CORPORATION #451	4247075868	11/04/2025	EMP. 0022 S. OVIEDO	010-30-2016	6.10
CINTAS CORPORATION #451	4247075868	11/04/2025	EMP. 0015 J. LETOURNEAU	010-30-2016	2.03
CINTAS CORPORATION #451	4247075868	11/04/2025	EMP. 0005 M. LITCHFIELD	010-30-2016	5.71
CINTAS CORPORATION #451	4247075868	11/04/2025	EMP. 0007 S. RINEHART	010-30-2016	7.38
CINTAS CORPORATION #451	4247075868	11/04/2025	EMP. 0017 E. SATTERFIELD	010-30-2016	7.32
CINTAS CORPORATION #451	4247075868	11/04/2025	EMP. 0024 B. BIBY	010-30-2016	5.20
CINTAS CORPORATION #451	4247075868	11/04/2025	EMP. 0019 M. LIPPOLDT	010-30-2016	1.30
CINTAS CORPORATION #451	4247075868	11/04/2025	3X5 GRAY MAT	011-31-2009	1.02
CINTAS CORPORATION #451	4247075868	11/04/2025	SANIS SCENTED TOILET BOWL CLIP	011-31-2009	0.88
CINTAS CORPORATION #451	4247075868	11/04/2025	3X5 ACTIVE SCRAPER MAT	011-31-2009	0.44
CINTAS CORPORATION #451	4247075868	11/04/2025	34X57 FENDER COVER - RED	011-31-2009	7.38
CINTAS CORPORATION #451	4247075868	11/04/2025	SM SHOP TOWELS - RED	011-31-2009	11.00
CINTAS CORPORATION #451	4247075868	11/04/2025	1000 MOISTURIZING SOAP	011-31-2009	0.82
CINTAS CORPORATION #451	4247075868	11/04/2025	3X10 GRAY MAT	011-31-2009	0.69
CINTAS CORPORATION #451	4247075868	11/04/2025	EMP. 0018 M. MCELROY	011-31-2016	1.22
CINTAS CORPORATION #451	4247075868	11/04/2025	EMP. 0015 J. LETOURNEAU	011-31-2016	2.03
CINTAS CORPORATION #451	4247075868	11/04/2025	EMP. 0005 M. LITCHFIELD	011-31-2016	5.71
CINTAS CORPORATION #451	4247075868	11/04/2025	EMP. 0024 B. BIBY	011-31-2016	5.20
CINTAS CORPORATION #451	4247075868	11/04/2025	EMP. 0008 C. ASHER	011-31-2016	1.39
CINTAS CORPORATION #451	4247075868	11/04/2025	EMP. 0003 K. LYONS	011-31-2016	6.10
CINTAS CORPORATION #451	4247075868	11/04/2025	EMP. 0019 M. LIPPOLDT	011-31-2016	1.30
CINTAS CORPORATION #451	4247075868	11/04/2025	EMP. 0007 S. RINEHART	011-31-2016	7.38
CINTAS CORPORATION #451	4247075868	11/04/2025	EMP. 0010 N. CABALLERO	011-31-2016	8.55
CINTAS CORPORATION #451	4247075868	11/04/2025	EMP. 0009 B. HALE	011-31-2016	8.66
CINTAS CORPORATION #451	4247075868	11/04/2025	UNIFORM ADVANTAGE	011-31-2016	16.97
CINTAS CORPORATION #451	4247075868	11/04/2025	3X5 GRAY MAT	021-41-2009	1.03

AP Summary of Expenditures

Payment Dates: 11/1/2025 - 11/30/2025

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
CINTAS CORPORATION #451	4247075868	11/04/2025	SANIS SCENTED TOILET BOWL CLIP	021-41-2009	0.87
CINTAS CORPORATION #451	4247075868	11/04/2025	1000 MOISTURIZING SOAP	021-41-2009	0.82
CINTAS CORPORATION #451	4247075868	11/04/2025	3X10 GRAY MAT	021-41-2009	0.68
CINTAS CORPORATION #451	4247075868	11/04/2025	3X5 ACTIVE SCRAPER MAT	021-41-2009	0.44
CINTAS CORPORATION #451	4247075868	11/04/2025	34X57 FENDER COVER - RED	021-41-2009	7.37
CINTAS CORPORATION #451	4247075868	11/04/2025	SM SHOP TOWELS - RED	021-41-2009	11.00
CINTAS CORPORATION #451	4247075868	11/04/2025	EMP. 0015 J. LETOURNEAU	021-41-2016	2.04
CINTAS CORPORATION #451	4247075868	11/04/2025	EMP. 0019 M. LIPPOLDT	021-41-2016	1.29
CINTAS CORPORATION #451	4247075868	11/04/2025	EMP. 0018 M. MCELROY	021-41-2016	1.21
CINTAS CORPORATION #451	4247075868	11/04/2025	EMP. 0008 C. ASHER	021-41-2016	1.40
CINTAS CORPORATION #451	4247075868	11/04/2025	EMP. 0005 M. LITCHFIELD	021-41-2016	5.71
CINTAS CORPORATION #451	4247075868	11/04/2025	EMP. 0024 B. BIBY	021-41-2016	5.20
CINTAS CORPORATION #451	4247075868	11/04/2025	UNIFORM ADVANTAGE	021-41-2016	16.97
CINTAS CORPORATION #451	4247075868	11/04/2025	EMP. 0007 S. RINEHART	021-41-2016	7.37
CINTAS CORPORATION #451	4247798103	11/04/2025	TERRY TOWEL - WHITE	001-03-2009	13.80
CINTAS CORPORATION #451	4247798103	11/04/2025	Z-FOLD PAPER TOWEL REFILL	001-03-2009	30.84
CINTAS CORPORATION #451	4247798103	11/04/2025	EMP. 0023 J. SNYDER	001-03-2012	19.41
CINTAS CORPORATION #451	4247798103	11/04/2025	EMP. 0004 C. BARNARD	001-03-2012	7.50
CINTAS CORPORATION #451	4247798103	11/04/2025	EMP. 0001 O. BAILEY	001-03-2012	6.10
CINTAS CORPORATION #451	4247798103	11/04/2025	EMP. 0002 A. NGUYEN	001-03-2012	4.51
CINTAS CORPORATION #451	4247798103	11/04/2025	EMP. 0025 T. CHAMBERLIN	001-03-2012	3.89
CINTAS CORPORATION #451	4247798103	11/04/2025	EMP. 0021 C. LEWIS	001-03-2012	3.89
CINTAS CORPORATION #451	4247798103	11/04/2025	EMP. 0011 K. STARK	001-03-2012	3.66
CINTAS CORPORATION #451	4247798103	11/04/2025	EMP. 0006 R. STOKES	001-03-2012	3.88
CINTAS CORPORATION #451	4247798103	11/04/2025	EMP. 0012 C. BETTLES	001-20-2016	3.89
CINTAS CORPORATION #451	4247798103	11/04/2025	3X5 ACTIVE SCRAPER MAT	010-30-2009	0.44
CINTAS CORPORATION #451	4247798103	11/04/2025	34X57 FENDER COVER - RED	010-30-2009	7.53
CINTAS CORPORATION #451	4247798103	11/04/2025	DUAL TOILET PAPER REFILL	010-30-2009	9.59
CINTAS CORPORATION #451	4247798103	11/04/2025	SM SHOP TOWELS - RED	010-30-2009	11.23
CINTAS CORPORATION #451	4247798103	11/04/2025	3X5 GRAY MAT	010-30-2009	1.02
CINTAS CORPORATION #451	4247798103	11/04/2025	SANIS SCENTED TOILET BOWL CLIP	010-30-2009	0.89
CINTAS CORPORATION #451	4247798103	11/04/2025	1000 MOISTURIZING SOAP	010-30-2009	0.84
CINTAS CORPORATION #451	4247798103	11/04/2025	3X10 GRAY MAT	010-30-2009	0.69
CINTAS CORPORATION #451	4247798103	11/04/2025	HARDWIND TOWEL ROLL - WHITE	010-30-2009	25.18
CINTAS CORPORATION #451	4247798103	11/04/2025	UNIFORM ADVANTAGE	010-30-2016	17.69
CINTAS CORPORATION #451	4247798103	11/04/2025	EMP. 0016 Z. BATY	010-30-2016	13.40
CINTAS CORPORATION #451	4247798103	11/04/2025	EMP. 0019 M. LIPPOLDT	010-30-2016	1.33
CINTAS CORPORATION #451	4247798103	11/04/2025	EMP. 0008 C. ASHER	010-30-2016	1.42
CINTAS CORPORATION #451	4247798103	11/04/2025	EMP. 0015 J. LETOURNEAU	010-30-2016	2.08
CINTAS CORPORATION #451	4247798103	11/04/2025	EMP. 0020 C. ROSE	010-30-2016	3.89
CINTAS CORPORATION #451	4247798103	11/04/2025	EMP. 0024 B. BIBY	010-30-2016	5.20
CINTAS CORPORATION #451	4247798103	11/04/2025	EMP. 0007 S. RINEHART	010-30-2016	7.53
CINTAS CORPORATION #451	4247798103	11/04/2025	EMP. 0017 E. SATTERFIELD	010-30-2016	7.32
CINTAS CORPORATION #451	4247798103	11/04/2025	EMP. 0005 M. LITCHFIELD	010-30-2016	5.83
CINTAS CORPORATION #451	4247798103	11/04/2025	EMP. 0022 S. OVIEDO	010-30-2016	6.10
CINTAS CORPORATION #451	4247798103	11/04/2025	3X5 GRAY MAT	011-31-2009	1.02
CINTAS CORPORATION #451	4247798103	11/04/2025	3X10 GRAY MAT	011-31-2009	0.69
CINTAS CORPORATION #451	4247798103	11/04/2025	1000 MOISTURIZING SOAP	011-31-2009	0.81
CINTAS CORPORATION #451	4247798103	11/04/2025	SANIS SCENTED TOILET BOWL CLIP	011-31-2009	0.87
CINTAS CORPORATION #451	4247798103	11/04/2025	3X5 ACTIVE SCRAPER MAT	011-31-2009	0.44
CINTAS CORPORATION #451	4247798103	11/04/2025	SM SHOP TOWELS - RED	011-31-2009	10.89
CINTAS CORPORATION #451	4247798103	11/04/2025	HARDWIND TOWEL ROLL - WHITE	011-31-2009	24.44
CINTAS CORPORATION #451	4247798103	11/04/2025	34X57 FENDER COVER - RED	011-31-2009	7.30
CINTAS CORPORATION #451	4247798103	11/04/2025	DUAL TOILET PAPER REFILL	011-31-2009	9.59
CINTAS CORPORATION #451	4247798103	11/04/2025	UNIFORM ADVANTAGE	011-31-2016	17.18
CINTAS CORPORATION #451	4247798103	11/04/2025	EMP. 0018 M. MCELROY	011-31-2016	1.22

AP Summary of Expenditures

Payment Dates: 11/1/2025 - 11/30/2025

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
CINTAS CORPORATION #451	4247798103	11/04/2025	EMP. 0019 M. LIPPOLDT	011-31-2016	1.28
CINTAS CORPORATION #451	4247798103	11/04/2025	EMP. 0008 C. ASHER	011-31-2016	1.38
CINTAS CORPORATION #451	4247798103	11/04/2025	EMP. 0003 K. LYONS	011-31-2016	6.10
CINTAS CORPORATION #451	4247798103	11/04/2025	EMP. 0009 B. HALE	011-31-2016	8.66
CINTAS CORPORATION #451	4247798103	11/04/2025	EMP. 0010 N. CABALLERO	011-31-2016	8.55
CINTAS CORPORATION #451	4247798103	11/04/2025	EMP. 0024 B. BIBY	011-31-2016	5.20
CINTAS CORPORATION #451	4247798103	11/04/2025	EMP. 0007 S. RINEHART	011-31-2016	7.30
CINTAS CORPORATION #451	4247798103	11/04/2025	EMP. 0015 J. LETOURNEAU	011-31-2016	2.01
CINTAS CORPORATION #451	4247798103	11/04/2025	EMP. 0005 M. LITCHFIELD	011-31-2016	5.65
CINTAS CORPORATION #451	4247798103	11/04/2025	DUAL TOILET PAPER REFILL	021-41-2009	9.60
CINTAS CORPORATION #451	4247798103	11/04/2025	3X5 ACTIVE SCRAPER MAT	021-41-2009	0.44
CINTAS CORPORATION #451	4247798103	11/04/2025	3X5 GRAY MAT	021-41-2009	1.03
CINTAS CORPORATION #451	4247798103	11/04/2025	SANIS SCENTED TOILET BOWL CLIP	021-41-2009	0.87
CINTAS CORPORATION #451	4247798103	11/04/2025	SM SHOP TOWELS - RED	021-41-2009	10.89
CINTAS CORPORATION #451	4247798103	11/04/2025	1000 MOISTURIZING SOAP	021-41-2009	0.81
CINTAS CORPORATION #451	4247798103	11/04/2025	34X57 FENDER COVER - RED	021-41-2009	7.30
CINTAS CORPORATION #451	4247798103	11/04/2025	3X10 GRAY MAT	021-41-2009	0.68
CINTAS CORPORATION #451	4247798103	11/04/2025	HARDWIND TOWEL ROLL - WHITE	021-41-2009	24.44
CINTAS CORPORATION #451	4247798103	11/04/2025	EMP. 0007 S. RINEHART	021-41-2016	7.30
CINTAS CORPORATION #451	4247798103	11/04/2025	EMP. 0018 M. MCELROY	021-41-2016	1.21
CINTAS CORPORATION #451	4247798103	11/04/2025	EMP. 0005 M. LITCHFIELD	021-41-2016	5.65
CINTAS CORPORATION #451	4247798103	11/04/2025	UNIFORM ADVANTAGE	021-41-2016	17.18
CINTAS CORPORATION #451	4247798103	11/04/2025	EMP. 0008 C. ASHER	021-41-2016	1.38
CINTAS CORPORATION #451	4247798103	11/04/2025	EMP. 0015 J. LETOURNEAU	021-41-2016	2.01
CINTAS CORPORATION #451	4247798103	11/04/2025	EMP. 0024 B. BIBY	021-41-2016	5.20
CINTAS CORPORATION #451	4247798103	11/04/2025	EMP. 0019 M. LIPPOLDT	021-41-2016	1.28
CINTAS CORPORATION #451	4247798135	11/04/2025	JANITORIAL SUPPLIES - PUBLIC WORKS	001-03-2009	49.10
CINTAS CORPORATION #451	4247798135	11/04/2025	JANITORIAL SUPPLIES - POLICE DEPT.	001-09-2009	215.63
CINTAS CORPORATION #451	4247798135	11/04/2025	JANITORIAL SUPPLIES - CITY HALL	001-09-2009	170.75
CINTAS CORPORATION #451	4247798135	11/04/2025	JANITORIAL SUPPLIES - PUBLIC WORKS	010-30-2009	49.10
CINTAS CORPORATION #451	4247798135	11/04/2025	JANITORIAL SUPPLIES - PUBLIC WORKS	011-31-2009	49.10
CINTAS CORPORATION #451	4247798135	11/04/2025	JANITORIAL SUPPLIES - PUBLIC WORKS	021-41-2009	49.08
CINTAS CORPORATION #451	4248551667	11/04/2025	TERRY TOWEL - WHTIE	001-03-2009	13.80
CINTAS CORPORATION #451	4248551667	11/04/2025	EMP. 0001 O. BAILEY	001-03-2012	6.10
CINTAS CORPORATION #451	4248551667	11/04/2025	EMP. 0004 C. BARNARD	001-03-2012	7.50
CINTAS CORPORATION #451	4248551667	11/04/2025	EMP. 0006 R. STOKES	001-03-2012	3.88
CINTAS CORPORATION #451	4248551667	11/04/2025	EMP. 0002 A. NGUYEN	001-03-2012	4.51
CINTAS CORPORATION #451	4248551667	11/04/2025	EMP. 0021 C. LEWIS	001-03-2012	3.89
CINTAS CORPORATION #451	4248551667	11/04/2025	EMP. 0023 J. SNYDER	001-03-2012	10.61
CINTAS CORPORATION #451	4248551667	11/04/2025	EMP. 0025 T. CHAMBERLIN	001-03-2012	3.89
CINTAS CORPORATION #451	4248551667	11/04/2025	EMP. 0011 K. STARK	001-03-2012	3.66
CINTAS CORPORATION #451	4248551667	11/04/2025	EMP. 0012 C. BETTLES	001-20-2016	3.89
CINTAS CORPORATION #451	4248551667	11/04/2025	3X5 GRAY MAT	010-30-2009	1.02
CINTAS CORPORATION #451	4248551667	11/04/2025	1000 MOISTURIZING SOAP	010-30-2009	0.82
CINTAS CORPORATION #451	4248551667	11/04/2025	3X10 GRAY MAT	010-30-2009	0.69
CINTAS CORPORATION #451	4248551667	11/04/2025	SANIS SCENTED TOILET BOWL CLIP	010-30-2009	0.88
CINTAS CORPORATION #451	4248551667	11/04/2025	SM SHOP TOWELS - RED	010-30-2009	11.01
CINTAS CORPORATION #451	4248551667	11/04/2025	3X5 ACTIVE SCRAPER MAT	010-30-2009	0.44
CINTAS CORPORATION #451	4248551667	11/04/2025	34X57 FENDER COVER - RED	010-30-2009	7.38
CINTAS CORPORATION #451	4248551667	11/04/2025	EMP. 0007 S. RINEHART	010-30-2016	7.38
CINTAS CORPORATION #451	4248551667	11/04/2025	EMP. 0008 C. ASHER	010-30-2016	1.39
CINTAS CORPORATION #451	4248551667	11/04/2025	EMP. 0017 E. SATTERFIELD	010-30-2016	7.32

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
CINTAS CORPORATION #451	4248551667	11/04/2025	EMP. 0022 S. OVIEDO	010-30-2016	6.10
CINTAS CORPORATION #451	4248551667	11/04/2025	EMP. 0015 J. LETOURNEAU	010-30-2016	2.03
CINTAS CORPORATION #451	4248551667	11/04/2025	EMP. 0005 M. LITCHFIELD	010-30-2016	5.71
CINTAS CORPORATION #451	4248551667	11/04/2025	UNIFORM ADVANTAGE	010-30-2016	17.35
CINTAS CORPORATION #451	4248551667	11/04/2025	EMP. 0016 Z. BATY	010-30-2016	13.40
CINTAS CORPORATION #451	4248551667	11/04/2025	EMP. 0024 B. BIBY	010-30-2016	5.20
CINTAS CORPORATION #451	4248551667	11/04/2025	EMP. 0019 M. LIPPOLDT	010-30-2016	1.30
CINTAS CORPORATION #451	4248551667	11/04/2025	EMP. 0020 C. ROSE	010-30-2016	3.89
CINTAS CORPORATION #451	4248551667	11/04/2025	3X5 ACTIVE SCRAPER MAT	011-31-2009	0.44
CINTAS CORPORATION #451	4248551667	11/04/2025	3X10 GRAY MAT	011-31-2009	0.69
CINTAS CORPORATION #451	4248551667	11/04/2025	34X57 FENDER COVER - RED	011-31-2009	7.38
CINTAS CORPORATION #451	4248551667	11/04/2025	SM SHOP TOWELS - RED	011-31-2009	11.00
CINTAS CORPORATION #451	4248551667	11/04/2025	SANIS SCENTED TOILET BOWL CLIP	011-31-2009	0.88
CINTAS CORPORATION #451	4248551667	11/04/2025	3X5 GRAY MAT	011-31-2009	1.02
CINTAS CORPORATION #451	4248551667	11/04/2025	1000 MOISTURIZING SOAP	011-31-2009	0.82
CINTAS CORPORATION #451	4248551667	11/04/2025	EMP. 0019 M. LIPPOLDT	011-31-2016	1.30
CINTAS CORPORATION #451	4248551667	11/04/2025	EMP. 0024 B. BIBY	011-31-2016	5.20
CINTAS CORPORATION #451	4248551667	11/04/2025	UNIFORM ADVANTAGE	011-31-2016	17.35
CINTAS CORPORATION #451	4248551667	11/04/2025	EMP. 0005 M. LITCHFIELD	011-31-2016	5.71
CINTAS CORPORATION #451	4248551667	11/04/2025	EMP. 0015 J. LETOURNEAU	011-31-2016	2.03
CINTAS CORPORATION #451	4248551667	11/04/2025	EMP. 0009 B. HALE	011-31-2016	8.66
CINTAS CORPORATION #451	4248551667	11/04/2025	EMP. 0008 C. ASHER	011-31-2016	1.39
CINTAS CORPORATION #451	4248551667	11/04/2025	EMP. 0018 M. MCELROY	011-31-2016	1.22
CINTAS CORPORATION #451	4248551667	11/04/2025	EMP. 0003 K. LYONS	011-31-2016	6.10
CINTAS CORPORATION #451	4248551667	11/04/2025	EMP. 0007 S. RINEHART	011-31-2016	7.38
CINTAS CORPORATION #451	4248551667	11/04/2025	EMP. 0010 N. CABALLERO	011-31-2016	8.55
CINTAS CORPORATION #451	4248551667	11/04/2025	34X57 FENDER COVER - RED	021-41-2009	7.37
CINTAS CORPORATION #451	4248551667	11/04/2025	3X5 GRAY MAT	021-41-2009	1.03
CINTAS CORPORATION #451	4248551667	11/04/2025	SM SHOP TOWELS - RED	021-41-2009	11.00
CINTAS CORPORATION #451	4248551667	11/04/2025	3X5 ACTIVE SCRAPER MAT	021-41-2009	0.44
CINTAS CORPORATION #451	4248551667	11/04/2025	SANIS SCENTED TOILET BOWL CLIP	021-41-2009	0.87
CINTAS CORPORATION #451	4248551667	11/04/2025	1000 MOISTURIZING SOAP	021-41-2009	0.82
CINTAS CORPORATION #451	4248551667	11/04/2025	3X10 GRAY MAT	021-41-2009	0.68
CINTAS CORPORATION #451	4248551667	11/04/2025	EMP. 0015 J. LETOURNEAU	021-41-2016	2.04
CINTAS CORPORATION #451	4248551667	11/04/2025	EMP. 0024 B. BIBY	021-41-2016	5.20
CINTAS CORPORATION #451	4248551667	11/04/2025	EMP. 0008 C. ASHER	021-41-2016	1.40
CINTAS CORPORATION #451	4248551667	11/04/2025	UNIFORM ADVANTAGE	021-41-2016	17.35
CINTAS CORPORATION #451	4248551667	11/04/2025	EMP. 0005 M. LITCHFIELD	021-41-2016	5.71
CINTAS CORPORATION #451	4248551667	11/04/2025	EMP. 0007 S. RINEHART	021-41-2016	7.37
CINTAS CORPORATION #451	4248551667	11/04/2025	EMP. 0019 M. LIPPOLDT	021-41-2016	1.29
CINTAS CORPORATION #451	4248551667	11/04/2025	EMP. 0018 M. MCELROY	021-41-2016	1.21
CINTAS CORPORATION #451	4249272084	11/18/2025	Z-FOLD PAPER TOWEL REFILL	001-03-2009	30.84
CINTAS CORPORATION #451	4249272084	11/18/2025	TERRY TOWEL - WHTIE	001-03-2009	13.80
CINTAS CORPORATION #451	4249272084	11/18/2025	EMP. 0021 C. LEWIS	001-03-2012	3.89
CINTAS CORPORATION #451	4249272084	11/18/2025	EMP. 0023 J. SNYDER	001-03-2012	10.61
CINTAS CORPORATION #451	4249272084	11/18/2025	EMP. 0001 O. BAILEY	001-03-2012	6.10
CINTAS CORPORATION #451	4249272084	11/18/2025	EMP. 0002 A. NGUYEN	001-03-2012	4.51
CINTAS CORPORATION #451	4249272084	11/18/2025	EMP. 0011 K. STARK	001-03-2012	3.66
CINTAS CORPORATION #451	4249272084	11/18/2025	EMP. 0025 T. CHAMBERLIN	001-03-2012	3.89
CINTAS CORPORATION #451	4249272084	11/18/2025	EMP. 0004 C. BARNARD	001-03-2012	7.50
CINTAS CORPORATION #451	4249272084	11/18/2025	EMP. 0006 R. STOKES	001-03-2012	3.88
CINTAS CORPORATION #451	4249272084	11/18/2025	EMP. 0012 C. BETTLES	001-20-2016	3.89
CINTAS CORPORATION #451	4249272084	11/18/2025	34X57 FENDER COVER - RED	010-30-2009	7.38
CINTAS CORPORATION #451	4249272084	11/18/2025	3X5 GRAY MAT	010-30-2009	1.02
CINTAS CORPORATION #451	4249272084	11/18/2025	SM SHOP TOWELS - RED	010-30-2009	11.01
CINTAS CORPORATION #451	4249272084	11/18/2025	HARDWIND TOWEL ROLL - WHITE	010-30-2009	24.68
CINTAS CORPORATION #451	4249272084	11/18/2025	3X5 ACTIVE SCRAPER MAT	010-30-2009	0.44
CINTAS CORPORATION #451	4249272084	11/18/2025	3X10 GRAY MAT	010-30-2009	0.69

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
CINTAS CORPORATION #451	4249272084	11/18/2025	1000 MOISTURIZING SOAP	010-30-2009	0.82
CINTAS CORPORATION #451	4249272084	11/18/2025	SANIS SCENTED TOILET BOWL CLIP	010-30-2009	0.88
CINTAS CORPORATION #451	4249272084	11/18/2025	DUAL TOILET PAPER REFILL	010-30-2009	9.59
CINTAS CORPORATION #451	4249272084	11/18/2025	EMP. 0020 C. ROSE	010-30-2016	3.89
CINTAS CORPORATION #451	4249272084	11/18/2025	EMP. 0015 J. LETOURNEAU	010-30-2016	2.03
CINTAS CORPORATION #451	4249272084	11/18/2025	EMP. 0008 C. ASHER	010-30-2016	1.39
CINTAS CORPORATION #451	4249272084	11/18/2025	EMP. 0019 M. LIPPOLDT	010-30-2016	1.30
CINTAS CORPORATION #451	4249272084	11/18/2025	EMP. 0024 B. BIBY	010-30-2016	5.20
CINTAS CORPORATION #451	4249272084	11/18/2025	EMP. 0022 S. OVIEDO	010-30-2016	6.10
CINTAS CORPORATION #451	4249272084	11/18/2025	EMP. 0005 M. LITCHFIELD	010-30-2016	5.71
CINTAS CORPORATION #451	4249272084	11/18/2025	EMP. 0017 E. SATTERFIELD	010-30-2016	7.32
CINTAS CORPORATION #451	4249272084	11/18/2025	EMP. 0016 Z. BATY	010-30-2016	13.40
CINTAS CORPORATION #451	4249272084	11/18/2025	EMP. 0007 S. RINEHART	010-30-2016	7.38
CINTAS CORPORATION #451	4249272084	11/18/2025	UNIFORM ADVANTAGE	010-30-2016	17.35
CINTAS CORPORATION #451	4249272084	11/18/2025	SANIS SCENTED TOILET BOWL CLIP	011-31-2009	0.88
CINTAS CORPORATION #451	4249272084	11/18/2025	3X5 GRAY MAT	011-31-2009	1.02
CINTAS CORPORATION #451	4249272084	11/18/2025	3X10 GRAY MAT	011-31-2009	0.69
CINTAS CORPORATION #451	4249272084	11/18/2025	1000 MOISTURIZING SOAP	011-31-2009	0.82
CINTAS CORPORATION #451	4249272084	11/18/2025	HARDWIND TOWEL ROLL - WHITE	011-31-2009	24.68
CINTAS CORPORATION #451	4249272084	11/18/2025	DUAL TOILET PAPER REFILL	011-31-2009	9.59
CINTAS CORPORATION #451	4249272084	11/18/2025	SM SHOP TOWELS - RED	011-31-2009	11.00
CINTAS CORPORATION #451	4249272084	11/18/2025	3X5 ACTIVE SCRAPER MAT	011-31-2009	0.44
CINTAS CORPORATION #451	4249272084	11/18/2025	34X57 FENDER COVER - RED	011-31-2009	7.38
CINTAS CORPORATION #451	4249272084	11/18/2025	EMP. 0018 M. MCELROY	011-31-2016	1.22
CINTAS CORPORATION #451	4249272084	11/18/2025	EMP. 0019 M. LIPPOLDT	011-31-2016	1.30
CINTAS CORPORATION #451	4249272084	11/18/2025	EMP. 0003 K. LYONS	011-31-2016	6.10
CINTAS CORPORATION #451	4249272084	11/18/2025	UNIFORM ADVANTAGE	011-31-2016	17.35
CINTAS CORPORATION #451	4249272084	11/18/2025	EMP. 0015 J. LETOURNEAU	011-31-2016	2.03
CINTAS CORPORATION #451	4249272084	11/18/2025	EMP. 0008 C. ASHER	011-31-2016	1.39
CINTAS CORPORATION #451	4249272084	11/18/2025	EMP. 0009 B. HALE	011-31-2016	8.66
CINTAS CORPORATION #451	4249272084	11/18/2025	EMP. 0010 N. CABALLERO	011-31-2016	8.55
CINTAS CORPORATION #451	4249272084	11/18/2025	EMP. 0007 S. RINEHART	011-31-2016	7.38
CINTAS CORPORATION #451	4249272084	11/18/2025	EMP. 0024 B. BIBY	011-31-2016	5.20
CINTAS CORPORATION #451	4249272084	11/18/2025	EMP. 0005 M. LITCHFIELD	011-31-2016	5.71
CINTAS CORPORATION #451	4249272084	11/18/2025	SM SHOP TOWELS - RED	021-41-2009	11.00
CINTAS CORPORATION #451	4249272084	11/18/2025	SANIS SCENTED TOILET BOWL CLIP	021-41-2009	0.87
CINTAS CORPORATION #451	4249272084	11/18/2025	1000 MOISTURIZING SOAP	021-41-2009	0.82
CINTAS CORPORATION #451	4249272084	11/18/2025	3X10 GRAY MAT	021-41-2009	0.68
CINTAS CORPORATION #451	4249272084	11/18/2025	3X5 ACTIVE SCRAPER MAT	021-41-2009	0.44
CINTAS CORPORATION #451	4249272084	11/18/2025	HARDWIND TOWEL ROLL - WHITE	021-41-2009	24.70
CINTAS CORPORATION #451	4249272084	11/18/2025	DUAL TOILET PAPER REFILL	021-41-2009	9.60
CINTAS CORPORATION #451	4249272084	11/18/2025	3X5 GRAY MAT	021-41-2009	1.03
CINTAS CORPORATION #451	4249272084	11/18/2025	34X57 FENDER COVER - RED	021-41-2009	7.37
CINTAS CORPORATION #451	4249272084	11/18/2025	EMP. 0024 B. BIBY	021-41-2016	5.20
CINTAS CORPORATION #451	4249272084	11/18/2025	EMP. 0015 J. LETOURNEAU	021-41-2016	2.04
CINTAS CORPORATION #451	4249272084	11/18/2025	EMP. 0018 M. MCELROY	021-41-2016	1.21
CINTAS CORPORATION #451	4249272084	11/18/2025	EMP. 0019 M. LIPPOLDT	021-41-2016	1.29
CINTAS CORPORATION #451	4249272084	11/18/2025	UNIFORM ADVANTAGE	021-41-2016	17.35
CINTAS CORPORATION #451	4249272084	11/18/2025	EMP. 0005 M. LITCHFIELD	021-41-2016	5.71
CINTAS CORPORATION #451	4249272084	11/18/2025	EMP. 0007 S. RINEHART	021-41-2016	7.37
CINTAS CORPORATION #451	4249272084	11/18/2025	EMP. 0008 C. ASHER	021-41-2016	1.40
CINTAS CORPORATION #451	4249272106	11/18/2025	JANITORIAL SUPPLIES - PUBLIC WORKS	001-03-2009	51.41
CINTAS CORPORATION #451	4249272106	11/18/2025	JANITORIAL SUPPLIES - CITY HALL	001-09-2009	152.10

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
CINTAS CORPORATION #451	4249272106	11/18/2025	JANITORIAL SUPPLIES - POLICE DEPT.	001-09-2009	281.47
CINTAS CORPORATION #451	4249272106	11/18/2025	JANITORIAL SUPPLIES - PUBLIC WORKS	010-30-2009	51.41
CINTAS CORPORATION #451	4249272106	11/18/2025	JANITORIAL SUPPLIES - PUBLIC WORKS	011-31-2009	51.41
CINTAS CORPORATION #451	4249272106	11/18/2025	JANITORIAL SUPPLIES - PUBLIC WORKS	021-41-2009	51.41
CINTAS CORPORATION #451	5300255802	11/18/2025	PUBLIC WORKS - FIRST AID / SUPPLIES	001-03-2012	35.72
CINTAS CORPORATION #451	5300255802	11/18/2025	PUBLIC WORKS - FIRST AID / SUPPLIES	010-30-2012	35.72
CINTAS CORPORATION #451	5300255802	11/18/2025	PUBLIC WORKS - FIRST AID / SUPPLIES	011-31-2012	35.72
CINTAS CORPORATION #451	5300255802	11/18/2025	PUBLIC WORKS - FIRST AID / SUPPLIES	021-41-2012	35.71
CINTAS CORPORATION #451	5302528403	11/18/2025	PUBLIC WORKS - FIRST AID / SUPPLIES	001-03-2012	62.28
CINTAS CORPORATION #451	5302528403	11/18/2025	PUBLIC WORKS - FIRST AID / SUPPLIES	010-30-2012	62.28
CINTAS CORPORATION #451	5302528403	11/18/2025	PUBLIC WORKS - FIRST AID / SUPPLIES	011-31-2012	62.28
CINTAS CORPORATION #451	5302528403	11/18/2025	PUBLIC WORKS - FIRST AID / SUPPLIES	021-41-2012	62.30
Vendor CINT0521 - CINTAS CORPORATION #451 Total:					3,109.22
Vendor: CITY0523 - CITY OF HAYSVILLE					
CITY OF HAYSVILLE	11 13 2025 A	11/13/2025	PAYROLL DEDUCTION MED OPT 1	001-00-5056	12,271.86
CITY OF HAYSVILLE	11 13 2025 B	11/13/2025	PAYROLL DEDUCTION MED OPT 2	001-00-5056	3,776.97
CITY OF HAYSVILLE	11 13 2025 C	11/13/2025	PAYROLL DEDUCTION MED OPT 3	001-00-5056	10,272.22
CITY OF HAYSVILLE	11 13 2025 D	11/13/2025	PAYROLL DEDUCTION MED HDHP	001-00-5056	6,721.68
CITY OF HAYSVILLE	11 26 2025 A	11/26/2025	PAYROLL DEDUCTION MED OPT 1	001-00-5056	12,271.86
CITY OF HAYSVILLE	11 26 2025 B	11/26/2025	PAYROLL DEDUCTION MED OPT 2	001-00-5056	3,776.97
CITY OF HAYSVILLE	11 26 2025 C	11/26/2025	PAYROLL DEDUCTION MED OPT 3	001-00-5056	10,272.22
CITY OF HAYSVILLE	11 26 2025 D	11/26/2025	PAYROLL DEDUCTION MED HDHP	001-00-5056	6,721.68
Vendor CITY0523 - CITY OF HAYSVILLE Total:					66,085.46
Vendor: CNAS0558 - CNA SURETY					
CNA SURETY	2026 ANNUAL PREMUIM	11/18/2025	BOND #71987967 ANNUAL PREMIUM	010-30-2004	50.00
CNA SURETY	2026 ANNUAL PREMUIM	11/18/2025	BOND #71987967 ANNUAL PREMIUM	011-31-2004	50.00
Vendor CNAS0558 - CNA SURETY Total:					100.00
Vendor: COLO0570 - COLONIAL LIFE & ACCIDENT INS					
COLONIAL LIFE & ACCIDENT I...	11 26 2025	11/26/2025	PAYROLL DEDUCTION COLONIAL	001-00-2058	383.00
Vendor COLO0570 - COLONIAL LIFE & ACCIDENT INS Total:					383.00
Vendor: CORE0620 - CORE & MAIN					
CORE & MAIN	X989080	11/18/2025	6" UTLRA MAG 8 DIAL FLOW METER 1EA. (WATER)	011-31-2009	4,596.99
CORE & MAIN	Y114247	11/18/2025	M400 EXTENDED WARRANTY YEAR 4	011-31-2040	1,700.00
Vendor CORE0620 - CORE & MAIN Total:					6,296.99
Vendor: COXC0636 - COX BUSINESS					
COX BUSINESS	NOV 2025 - CITY/PD/COURT	11/10/2025	CITY/PD/COURT - MONTHLY CABLE/DATA SVCS.	001-01-2002	442.01

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
COX BUSINESS	NOV 2025 - CITY/PD/COURT	11/10/2025	CITY/PD/COURT - MONTHLY CABLE/DATA SVCS.	001-02-2002	1,343.71
COX BUSINESS	NOV 2025 - CITY/PD/COURT	11/10/2025	CITY/PD/COURT - MONTHLY CABLE/DATA SVCS.	001-04-2002	45.31
COX BUSINESS	NOV 2025 - CITY/PD/COURT	11/10/2025	CITY/PD/COURT - MONTHLY CABLE/DATA SVCS.	001-06-2002	110.50
COX BUSINESS	NOV 2025 - CITY/PD/COURT	11/10/2025	CITY/PD/COURT - MONTHLY CABLE/DATA SVCS.	001-18-2002	177.91
COX BUSINESS	NOV 2025 - CITY/PD/COURT	11/10/2025	CITY/PD/COURT - MONTHLY CABLE/DATA SVCS.	001-21-2002	45.31
COX BUSINESS	NOV 2025 - CITY/PD/COURT	11/10/2025	CITY/PD/COURT - MONTHLY CABLE/DATA SVCS.	001-22-2002	45.31
COX BUSINESS	NOV 2025 - PW	11/10/2025	PW - MONTHLY CABLE/DATA SVCS.	001-03-2002	29.12
COX BUSINESS	NOV 2025 - PW	11/10/2025	PW - MONTHLY CABLE/DATA SVCS.	001-20-2002	29.12
COX BUSINESS	NOV 2025 - PW	11/10/2025	PW - MONTHLY CABLE/DATA SVCS.	010-30-2002	29.12
COX BUSINESS	NOV 2025 - PW	11/10/2025	PW - MONTHLY CABLE/DATA SVCS.	011-31-2002	29.11
COX BUSINESS	NOV 2025 - PW	11/10/2025	PW - MONTHLY CABLE/DATA SVCS.	021-41-2002	29.12
COX BUSINESS	NOV 2025 - PW WWTP	11/10/2025	PW - MONTHLY CABLE/DATA SVCS.	001-03-2002	1.30
COX BUSINESS	NOV 2025 - PW WWTP	11/10/2025	PW - MONTHLY CABLE/DATA SVCS.	001-20-2002	1.30
COX BUSINESS	NOV 2025 - PW WWTP	11/10/2025	PW - MONTHLY CABLE/DATA SVCS.	010-30-2002	1.32
COX BUSINESS	NOV 2025 - PW WWTP	11/10/2025	PW - MONTHLY CABLE/DATA SVCS.	011-31-2002	1.30
COX BUSINESS	NOV 2025 - PW WWTP	11/10/2025	PW - MONTHLY CABLE/DATA SVCS.	021-41-2002	1.30
COX BUSINESS	NOV 2025 - SR CNTR	11/10/2025	SR. CNTR. - MONTHLY CABLE DATA SVCS.	001-12-2003	299.98
COX BUSINESS	NOV 2025 - HAC	11/18/2025	HAC - MONTHLY DATA SVC.	030-50-2002	144.26
COX BUSINESS	NOV 2025 - HAC	11/18/2025	HAC - MONTHLY CABLE SVC.	030-50-2003	81.72
Vendor COXC0636 - COX BUSINESS Total:					2,888.13
Vendor: CUMM0675 - CUMMINS SALES & SVC.					
CUMMINS SALES & SVC.	J1-251039996	11/04/2025	CITY HALL GENERATOR MAINTENANCE 04/22/2025	001-09-2006	1,595.93
Vendor CUMM0675 - CUMMINS SALES & SVC. Total:					1,595.93
Vendor: CUTT1550 - CUTTING EDGE MINI MIX, INC.					
CUTTING EDGE MINI MIX, INC.	2125	11/18/2025	CONCRETE 1.5 YDS. - HAC SIDEWALK REPAIR	011-31-2009	360.00
CUTTING EDGE MINI MIX, INC.	2125	11/18/2025	FUEL CHARGE	011-31-2009	25.00
Vendor CUTT1550 - CUTTING EDGE MINI MIX, INC. Total:					385.00
Vendor: DALE2216 - DALE COOPER, LLC					
DALE COOPER, LLC	60560D	11/18/2025	POOL WATER SLIDE - GEL COAT RESTORATION (DEPOSIT)	099-66-3001	13,846.50
Vendor DALE2216 - DALE COOPER, LLC Total:					13,846.50
Vendor: DALL2166 - DALLAS BASKERVILLE					
DALLAS BASKERVILLE	11 04 2025 A	11/04/2025	REFEREE TT NINJAS 1 HR. 10/20/2025	030-50-1250	15.00
DALLAS BASKERVILLE	11 04 2025 A	11/04/2025	REFEREE TT NINJAS 1 HR. 10/27/2025	030-50-1250	10.00
DALLAS BASKERVILLE	11 04 2025 B	11/04/2025	REFEREE SOCCER 3 HRS. 11/01/2025	030-50-1250	45.00
DALLAS BASKERVILLE	11 04 2025 B	11/04/2025	REFEREE SOCCER 1 HR. 10/29/2025	030-50-1250	15.00
Vendor DALL2166 - DALLAS BASKERVILLE Total:					85.00

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: DANI1597 - DANIEL BAIRD					
DANIEL BAIRD	609	11/04/2025	ENTERTAINMENT: VILLAGE CHRISTMAS 12/06/2025	032-52-2012	450.00
Vendor DANI1597 - DANIEL BAIRD Total:					450.00
Vendor: DANI1013 - DANIELLE GABOR					
DANIELLE GABOR	NOV 2025	11/03/2025	CELL PHONE REIMBURSEMENT	092-66-3001	35.00
Vendor DANI1013 - DANIELLE GABOR Total:					35.00
Vendor: DAN'0697 - DAN'S HEATING & COOLING INC					
DAN'S HEATING & COOLING I...	127443755	11/18/2025	S/C 11/10/2025 RENTAL HOUSE - HVAC REPAIRS	001-09-2025	95.00
Vendor DAN'0697 - DAN'S HEATING & COOLING INC Total:					95.00
Vendor: DELT0736 - DELTA DENTAL OF KANSAS					
DELTA DENTAL OF KANSAS	11 04 2025 ACH	11/04/2025	PAYROLL DEDUCTION COH DENTAL	001-00-2050	3,613.03
Vendor DELT0736 - DELTA DENTAL OF KANSAS Total:					3,613.03
Vendor: DOLA0792 - DOLAN CONSULTING GROUP, LLC.					
DOLAN CONSULTING GROUP, ...	TR2026-1125-0134-0139	11/18/2025	VERBAL DE-ESCALATION INSTRUCTOR RENEWAL 2026	001-02-2015	95.00
Vendor DOLA0792 - DOLAN CONSULTING GROUP, LLC. Total:					95.00
Vendor: DONO0799 - DONOVAN AUTO & TRUCK CENTER					
DONOVAN AUTO & TRUCK CE...	255769BUW	11/18/2025	BOLT 8EA. - TRK #33 (PARK)	001-03-2006	42.16
DONOVAN AUTO & TRUCK CE...	255769BUW	11/18/2025	FLYWHEEL 1EA. - TRK #33 (PARK)	001-03-2006	375.75
Vendor DONO0799 - DONOVAN AUTO & TRUCK CENTER Total:					417.91
Vendor: EASY0842 - EASY ICE, LLC.					
EASY ICE, LLC.	01832731	11/04/2025	TRUCK CHARGE	012-32-2006	60.00
EASY ICE, LLC.	01832731	11/04/2025	ICE MACHINE SVC. - OCTOBER 2025 (POOL)	012-32-2006	150.00
Vendor EASY0842 - EASY ICE, LLC. Total:					210.00
Vendor: EMCI0869 - EMC INSURANCE COMPANIES					
EMC INSURANCE COMPANIES	7002584632	11/18/2025	INSURANCE PREMIUM - INSTALLMENT CHARGE	001-10-2020	5.00
EMC INSURANCE COMPANIES	7002584632	11/18/2025	INSURANCE PREMIUM - SPCL FUNDS	001-10-2020	8,767.95
EMC INSURANCE COMPANIES	7002584632	11/18/2025	INSURANCE PREMIUM - SR. CNTR.	001-12-2020	308.39
EMC INSURANCE COMPANIES	7002584632	11/18/2025	INSURANCE PREMIUM - SEWER DEPT.	010-30-2020	4,214.07
EMC INSURANCE COMPANIES	7002584632	11/18/2025	INSURANCE PREMIUM - WATER DEPT.	011-31-2020	2,517.82
EMC INSURANCE COMPANIES	7002584632	11/18/2025	INSURANCE PREMIUM - STREET DEPT.	021-41-2020	2,018.53
EMC INSURANCE COMPANIES	7002584632	11/18/2025	INSURANCE PREMIUM - SPCL LIABILITY CVRG.	027-47-2020	5,393.64
EMC INSURANCE COMPANIES	7002584632	11/18/2025	INSURANCE PREMIUM - RECREATION DEPT.	030-50-2020	633.33
Vendor EMCI0869 - EMC INSURANCE COMPANIES Total:					23,858.73
Vendor: ENTE0882 - ENTERPRISE FM TRUST					
ENTERPRISE FM TRUST	632855-110525	11/10/2025	VEH. 27JM6Q LEASE - PATROL CAR #03-23 (PD)	024-44-2080	925.09
ENTERPRISE FM TRUST	632855-110525	11/10/2025	VEH. 27JM78 LEASE - PATROL CAR #08-23 (PD)	024-44-2080	922.67
ENTERPRISE FM TRUST	632855-110525	11/10/2025	VEH. 282B8D LEASE - TRK #01 (PW DIRECTOR)	081-66-3001	1,052.37
ENTERPRISE FM TRUST	632855-110525	11/10/2025	VEH. 27JMDV LEASE - TRK #21 (PARK DEPT.)	081-66-3001	1,162.66
ENTERPRISE FM TRUST	632855-110525	11/10/2025	VEH. 27JMDQ LEASE - TRK #39 (WATER DEPT.)	081-66-3001	1,182.17

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
ENTERPRISE FM TRUST	632855-110525	11/10/2025	VEH. 28PWPDP LEASE - TRK #111 (PW DUMP TRK)	081-66-3001	123.49
Vendor ENTE0882 - ENTERPRISE FM TRUST Total:					5,368.45
Vendor: ENVI1675 - ENVIRO SAFETY PRODUCTS					
ENVIRO SAFETY PRODUCTS	INV678209	11/18/2025	NINJA ICE SAFETY GLOVES, BLK. 011-31-2012 2XL 12EA. (WATER)		69.80
ENVIRO SAFETY PRODUCTS	INV678209	11/18/2025	NINJA ICE SAFETY GLOVES, BLK. 011-31-2012 XL 36EA. (WATER)		168.84
Vendor ENVI1675 - ENVIRO SAFETY PRODUCTS Total:					238.64
Vendor: EULA1050 - EULA MCKINLEY					
EULA MCKINLEY	NOV 2025	11/03/2025	CELL PHONE REIMBURSEMENT	001-12-2003	35.00
Vendor EULA1050 - EULA MCKINLEY Total:					35.00
Vendor: EVER0904 - EVERGY					
EVERGY	OCT 2025	11/03/2025	ACCT. 3309929818 - 403 S. JANE (ANIMAL CNTRL)	001-02-2013	104.67
EVERGY	OCT 2025	11/03/2025	ACCT. 7129262547 - 608 CHATTA (KIRBY PARK)	001-03-2003	199.48
EVERGY	OCT 2025	11/03/2025	ACCT. 5833997608 - 706 SARAH LN. (RIGGS PARK)	001-03-2003	216.01
EVERGY	OCT 2025	11/03/2025	ACCT. 3746970641 - 1327 W. HANNAH (TMBRLANE POND)	001-03-2003	71.00
EVERGY	OCT 2025	11/03/2025	ACCT. 3316912332 - 354 PARK (TIMBERLANE SHLTR)	001-03-2003	132.59
EVERGY	OCT 2025	11/03/2025	ACCT. 3323064332 - 700 SARAH LN. (RIGGS STAGE)	001-03-2003	114.30
EVERGY	OCT 2025	11/03/2025	ACCT. 2232633084 - 362 MOY (PEARTREE PARK)	001-03-2003	53.37
EVERGY	OCT 2025	11/03/2025	ACCT. 0903609843 - 400 W. 79TH ST (DORNER PARK-B)	001-03-2003	400.01
EVERGY	OCT 2025	11/03/2025	ACCT. 8414219424 - 1200 E. DIRCK (ORCHARD ACRES)	001-03-2003	31.02
EVERGY	OCT 2025	11/03/2025	ACCT. 8604638840 - 706 SARAH LN (RIGGS PARK)	001-03-2003	106.07
EVERGY	OCT 2025	11/03/2025	ACCT. 0217152773 - 706 SARAH LN. (RIGGS PARK RR)	001-03-2003	73.12
EVERGY	OCT 2025	11/03/2025	ACCT. 8496264823 - 6545 MABEL (P/C PARK)	001-03-2003	36.88
EVERGY	OCT 2025	11/03/2025	ACCT. 6012408441 - 400 W. 79TH ST. (DORNER-A)	001-03-2003	91.74
EVERGY	OCT 2025	11/03/2025	ACCT. 3878024307 - 2330 COUNTRY LKS (CNTRY LKS PK)	001-03-2003	43.01
EVERGY	OCT 2025	11/03/2025	ACCT. 3948196248 - 950 FREEMAN (WHISLER PARK)	001-03-2003	43.84
EVERGY	OCT 2025	11/03/2025	ACCT. 9774332007 - 356 PARK DR. (BIKE PATH)	001-08-2003	89.74
EVERGY	OCT 2025	11/03/2025	ACCT. 4597200027 - 109 N. DELOS (BIKE PATH)	001-08-2003	98.84
EVERGY	OCT 2025	11/03/2025	ACCT. 2627184607 - 413 S. JANE (BIKE PATH)	001-08-2003	142.97
EVERGY	OCT 2025	11/03/2025	ACCT. 1512076766 - 504 HEMPHILL (BIKE PATH)	001-08-2003	113.01
EVERGY	OCT 2025	11/03/2025	ACCT. 0373111427 - 302 W. GRAND (BIKE PATH)	001-08-2003	66.40
EVERGY	OCT 2025	11/03/2025	ACCT. 1180533681 - 324 PEACH CIRCLE (BIKE PATH)	001-08-2003	95.15
EVERGY	OCT 2025	11/03/2025	ACCT. 0068549324 - STREET LIGHTS (CITY)	001-08-2003	7,542.68
EVERGY	OCT 2025	11/03/2025	ACCT. 3714835885 - 7665 S. MERIDIAN (ANTIQUE)	001-08-2003	58.48
EVERGY	OCT 2025	11/03/2025	ACCT. 7825645624 - 1101 TIMBERLANE (BIKE PATH)	001-08-2003	57.38
EVERGY	OCT 2025	11/03/2025	ACCT. 1260297980 - 6650 S. MERIDIAN (ANTIQUE)	001-08-2003	65.81

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EVERGY	OCT 2025	11/03/2025	ACCT. 8370808681 - 130 E. 2ND ST. (COMM. BLDG.)	001-09-2003	183.93
EVERGY	OCT 2025	11/03/2025	ACCT. 3301378533 - 200 W. GRAND (CITY HALL)	001-09-2003	261.03
EVERGY	OCT 2025	11/03/2025	ACCT. 3101322742 - 200 S. MAIN (BLACKSMITH SHOP)	001-09-2003	90.62
EVERGY	OCT 2025	11/03/2025	ACCT. 3301409293 - 200 W. GRAND (PD CARPORT)	001-09-2003	42.29
EVERGY	OCT 2025	11/03/2025	ACCT. 7257876884 - 209 HAYS (WIRE HOUSE)	001-09-2003	67.20
EVERGY	OCT 2025	11/03/2025	ACCT. 2704313228 - 130 W. GRAND (PD/COURT)	001-09-2003	1,153.54
EVERGY	OCT 2025	11/03/2025	ACCT. 2490700084 - 140 N. MAIN (VICKER'S)	001-09-2003	73.53
EVERGY	OCT 2025	11/03/2025	ACCT. 4744686382 - 160 E. KARLA (SR. CNTR.)	001-12-2003	721.15
EVERGY	OCT 2025	11/03/2025	ACCT. 5254492302 - 1249 S. WARD PKWY (LIFT STAT)	010-30-2003	481.30
EVERGY	OCT 2025	11/03/2025	ACCT. 3313621012 - 140 MARLEN (LIFT STATION)	010-30-2003	183.09
EVERGY	OCT 2025	11/03/2025	ACCT. 7903172642 - 428 S. JANE (WWTP)	010-30-2003	9,231.22
EVERGY	OCT 2025	11/03/2025	ACCT. 3313590254 - 702 S. MAIN (LIFT STATION)	010-30-2003	309.78
EVERGY	OCT 2025	11/03/2025	ACCT. 0776795629 - 551 S. DELOS (OLD SEWER PLANT)	010-30-2003	1,066.32
EVERGY	OCT 2025	11/03/2025	ACCT. 3301378533 - 200 W. GRAND (CITY HALL)	010-30-2003	260.96
EVERGY	OCT 2025	11/03/2025	ACCT. 3309960579 - 427 S. JANE (PUBLIC WORKS)	010-30-2003	169.01
EVERGY	OCT 2025	11/03/2025	ACCT. 3470853389 - 600 CHATTA (LIFT STATION)	010-30-2003	167.18
EVERGY	OCT 2025	11/03/2025	ACCT. 3298394816 - 2369 E. EMMETT (LIFT STATION)	010-30-2003	52.19
EVERGY	OCT 2025	11/03/2025	ACCT. 8897913841 - 904 GROVER (LIFT STATION)	010-30-2003	92.85
EVERGY	OCT 2025	11/03/2025	ACCT. 1453270722 - 208 PIRNER (LIFT STATION)	010-30-2003	32.17
EVERGY	OCT 2025	11/03/2025	ACCT. 3301378533 - 200 W. GRAND (CITY HALL)	011-31-2003	260.96
EVERGY	OCT 2025	11/03/2025	ACCT. 3304362251 - 1915 W. GRAND (WATER TOWER)	011-31-2003	52.91
EVERGY	OCT 2025	11/03/2025	ACCT. 5462092875 - 412 E. 4TH ST. (WTR STG BLDG)	011-31-2003	53.58
EVERGY	OCT 2025	11/03/2025	ACCT. 3341950975 - 400 E. 4TH (PUMP STATION)	011-31-2003	3,684.26
EVERGY	OCT 2025	11/03/2025	ACCT. 3309960579 - 427 S. JANE (PUBLIC WORKS)	011-31-2003	168.95
EVERGY	OCT 2025	11/03/2025	ACCT. 8398485640 - 527 SARAH LN. (MUN. POOL)	012-32-2003	229.87
EVERGY	OCT 2025	11/03/2025	ACCT. 3231109642 - 209 S. MAIN (CROSSWALK)	021-41-2003	181.19
EVERGY	OCT 2025	11/03/2025	ACCT. 3323218134 - SCHOOL SIGNALS (CITY)	021-41-2003	66.96
EVERGY	OCT 2025	11/03/2025	ACCT. 5382206596 - 521 E. GRAND (CROSSWALK)	021-41-2003	36.63
EVERGY	OCT 2025	11/03/2025	ACCT. 2550346384 - 102 N. MAIN (STR SIGNAL)	021-41-2003	511.60
EVERGY	OCT 2025	11/03/2025	ACCT. 3295103493 - 7201 S. BROADWAY (STR SIGNAL)	021-41-2003	96.85
EVERGY	OCT 2025	11/03/2025	ACCT. 1436937808 - 1600 W. GRAND (STR SIGNAL)	021-41-2003	136.74
EVERGY	OCT 2025	11/03/2025	ACCT. 4124389666 - 257 N. MAIN (STR. SIGNAL)	021-41-2003	96.47

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EVERGY	OCT 2025	11/03/2025	ACCT. 6883862366 - 1010 W. GRAND (STR SIGNAL)	021-41-2003	36.66
EVERGY	OCT 2025	11/03/2025	ACCT. 3309960579 - 427 S. JANE (PUBLIC WORKS)	021-41-2003	168.95
EVERGY	OCT 2025	11/03/2025	ACCT. 4383028826 - 902 W. GRAND (CROSSWALK)	021-41-2003	34.67
EVERGY	OCT 2025	11/03/2025	ACCT. 2955167783 - 523 SARAH LN. (HAC)	030-50-2003	2,626.49
EVERGY	OCT 2025	11/03/2025	ACCT. 8743920263 - 665 W. 63RD ST. (P/C SPORTS)	030-50-3065	228.29
Vendor EVER0904 - EVERGY Total:					33,358.96
Vendor: FIDE2175 - FIDELITY SECURITY LIFE INSURANCE CO.					
FIDELITY SECURITY LIFE INSUR...	167036533	11/17/2025	EYE MED - PAYROLL DEDUCTION	001-00-2062	747.96
FIDELITY SECURITY LIFE INSUR...	167036533	11/17/2025	EYE MED - PAYROLL DEDUCTION (PAST DUE PRIOR MOS.)	001-00-2062	73.03
Vendor FIDE2175 - FIDELITY SECURITY LIFE INSURANCE CO. Total:					820.99
Vendor: UNUM2882 - FIRST UNUM LIFE INSURANCE COMPANY					
FIRST UNUM LIFE INSURANCE...	11 26 2025	11/26/2025	PAYROLL DEDUCTION UNUM	001-00-2000	271.13
Vendor UNUM2882 - FIRST UNUM LIFE INSURANCE COMPANY Total:					271.13
Vendor: FIRS0956 - FIRST WIRELESS, INC.					
FIRST WIRELESS, INC.	131930	11/18/2025	MOTOROLA XPR 6/7 REMOTE SPEAKER MIC. 2EA. (PD)	001-02-2006	287.28
Vendor FIRS0956 - FIRST WIRELESS, INC. Total:					287.28
Vendor: FRAN0625 - FRANCISCO S.CORTEZ III					
FRANCISCO S.CORTEZ III	NOV 2025	11/03/2025	CELL PHONE REIMBURSEMENT	030-50-2002	35.00
Vendor FRAN0625 - FRANCISCO S.CORTEZ III Total:					35.00
Vendor: GALL1019 - GALLS LLC					
GALLS LLC	032852319	11/10/2025	APEX PANT 1EA. (ROMERO)	001-02-2016	88.29
GALLS LLC	032968926	11/18/2025	BLACK POINT BLANK ID PANEL 1EA. (M. MULLIN)	001-02-2016	22.95
GALLS LLC	032968926	11/18/2025	BLACK POINT BLANK ID PANEL 1EA. (T. RONIGER)	001-02-2016	22.95
GALLS LLC	032968926	11/18/2025	BLACK POINT BLANK ID PANEL 1EA. (L. CROTTS)	001-02-2016	22.95
GALLS LLC	032968926	11/18/2025	BLACK POINT BLANK ID PANEL 1EA. (R. NOWAK)	001-02-2016	22.95
GALLS LLC	032994554	11/18/2025	SAFARILAND #77 DBL MAGAZINE HOLDER 1EA. (A. RAKES)	001-02-2016	67.99
GALLS LLC	032994554	11/18/2025	TLR-1 HL GUN MOUNT 1EA. (A. RAKES)	001-02-2016	183.99
GALLS LLC	032994554	11/18/2025	TACTICAL KEY RING HOLDER 2EA. (A. RAKES)	001-02-2016	35.98
GALLS LLC	032994554	11/18/2025	WICHITA PD 51 GARRISON BELT 1EA. (A. RAKES)	001-02-2016	47.99
GALLS LLC	032994554	11/18/2025	ASP ROTATING SIDEBREAK SCABBARD 1EA. (A. RAKES)	001-02-2016	52.00
GALLS LLC	032994554	11/18/2025	TACLITE PRO PANT 1EA. (A. RAKES)	001-02-2016	65.00
GALLS LLC	032994554	11/18/2025	SAFARILAND #77 DBL MAGAZINE HOLDER 1EA. (A. RAKES)	001-02-2016	67.99
GALLS LLC	032994554	11/18/2025	MODEL 190 HANDCUFF POUCH 2EA. (A. RAKES)	001-02-2016	133.98
GALLS LLC	033080637	11/18/2025	MAVERICK KWIQ-CIP BODY ARMOR VEST 1EA. (ROMERO)	001-02-2016	301.00
GALLS LLC	033080637	11/18/2025	ALPHA ELITE BODY ARMOR CARRIER 1EA. (ROMERO)	001-02-2016	769.48
GALLS LLC	033125349	11/18/2025	APEX PANT 3EA. (A. RAKES)	001-02-2016	264.87
Vendor GALL1019 - GALLS LLC Total:					2,170.36

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: GRAI1068 - GRAINGER					
GRAINGER	9694400541	11/18/2025	STRAIN RELIEF CORD CONNECTOR 10EA. (HISTORIC PARK)	036-56-3011	8.70
GRAINGER	9694400541	11/18/2025	AL 4 INLET ELECTRICAL BOX 1EA. (HISTORIC PARK)	036-56-3011	18.87
GRAINGER	9694400541	11/18/2025	PVC COVER TOGGLE SWITCH 1EA. (HISTORIC PARK)	036-56-3011	21.07
GRAINGER	9694400541	11/18/2025	AL 3 INLET ELECTRICAL BOX 2EA. (HISTORIC PARK)	036-56-3011	28.56
GRAINGER	9700773824	11/18/2025	MOBILUX EP GREASE CARTRIDGE 2EA. (SEWER)	010-30-2009	9.72
Vendor GRAI1068 - GRAINGER Total:					86.92
Vendor: GRIF1614 - GRIFFIN MORTENSEN					
GRIFFIN MORTENSEN	11 04 2025 A	11/04/2025	REFEREE SOCCER 2 HRS. 11/01/2025	030-50-1250	32.00
Vendor GRIF1614 - GRIFFIN MORTENSEN Total:					32.00
Vendor: GWOR1102 - GWORKS					
GWORKS	2019-30609	11/18/2025	2026 COURT REPORTING SUPPORT FEE	001-10-2040	3,621.00
GWORKS	2019-30609	11/18/2025	2026 COURT REPORTING ANNUAL LIC. FEE	001-10-2040	2,963.00
Vendor GWOR1102 - GWORKS Total:					6,584.00
Vendor: HACH1109 - HACH COMPANY					
HACH COMPANY	14737125	11/18/2025	CL17 TUBING KIT 2EA. (WATER)	011-31-2009	341.05
HACH COMPANY	14739037	11/18/2025	CL17 CELL CLEANING KIT 2EA. (WATER)	011-31-2009	66.48
HACH COMPANY	14746397	11/18/2025	REAGENT SET, CHLORINE FREE CL17 6EA. (WATER DEPT.)	011-31-2009	489.10
Vendor HACH1109 - HACH COMPANY Total:					896.63
Vendor: HAMP1124 - HAMPEL OIL					
HAMPEL OIL	92057182	11/18/2025	DIESEL FUEL 380 GAL.	010-30-2010	1,094.40
HAMPEL OIL	92057182	11/18/2025	UNLEADED FUEL 1350 GAL.	010-30-2010	3,037.51
Vendor HAMP1124 - HAMPEL OIL Total:					4,131.91
Vendor: HAST1146 - HASTY AWARDS					
HASTY AWARDS	10252079	11/04/2025	3" MEDALS 90EA. - 2025 GOBBLE WOBBLE 5K	030-50-2092	280.87
HASTY AWARDS	10253190	11/18/2025	2.5" GOLD BASKETBALL MEDALS 165EA.	030-50-2092	328.35
HASTY AWARDS	10253190	11/18/2025	PERSONALIZED LABEL 165EA.	030-50-2092	101.86
Vendor HAST1146 - HASTY AWARDS Total:					711.08
Vendor: HAYS1158 - HAYSVILLE CHAMBER OF COMMERCE					
HAYSVILLE CHAMBER OF CO...	L2025-522	11/04/2025	SEPT 2025 - CHAMBER LUNCHEON	001-01-2015	15.00
HAYSVILLE CHAMBER OF CO...	L2025-522	11/04/2025	SEPT 2025 - CHAMBER LUNCHEON	001-02-2015	15.00
HAYSVILLE CHAMBER OF CO...	L2025-522	11/04/2025	SEPT 2025 - CHAMBER LUNCHEON	001-18-2015	45.00
HAYSVILLE CHAMBER OF CO...	L2025-522	11/04/2025	SEPT 2025 - CHAMBER LUNCHEON	030-50-2015	15.00
HAYSVILLE CHAMBER OF CO...	L2025-524	11/04/2025	OCT 2025 - CHAMBER LUNCHEON	001-02-2015	15.00
HAYSVILLE CHAMBER OF CO...	L2025-524	11/04/2025	OCT 2025 - CHAMBER LUNCHEON	001-18-2015	45.00
HAYSVILLE CHAMBER OF CO...	L2025-524	11/04/2025	OCT 2025 - CHAMBER LUNCHEON	030-50-2015	15.00
Vendor HAYS1158 - HAYSVILLE CHAMBER OF COMMERCE Total:					165.00
Vendor: HAYS1187 - HAYSVILLE TRUE VALUE					
HAYSVILLE TRUE VALUE	STMNT. 10/31/2025	11/04/2025	STMNT. 10/31/2025 - MONTHLY HARDWARE SUPPLIES	001-02-2006	55.97

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HAYSVILLE TRUE VALUE	STMNT. 10/31/2025	11/04/2025	STMNT. 10/31/2025 - MONTHLY HARDWARE SUPPLIES	001-02-2047	19.63
HAYSVILLE TRUE VALUE	STMNT. 10/31/2025	11/04/2025	STMNT. 10/31/2025 - MONTHLY HARDWARE SUPPLIES	001-03-2006	14.99
HAYSVILLE TRUE VALUE	STMNT. 10/31/2025	11/04/2025	STMNT. 10/31/2025 - MONTHLY HARDWARE SUPPLIES	001-03-2009	186.16
HAYSVILLE TRUE VALUE	STMNT. 10/31/2025	11/04/2025	STMNT. 10/31/2025 - MONTHLY HARDWARE SUPPLIES	001-09-2048	15.24
HAYSVILLE TRUE VALUE	STMNT. 10/31/2025	11/04/2025	STMNT. 10/31/2025 - MONTHLY HARDWARE SUPPLIES	010-30-2006	215.89
HAYSVILLE TRUE VALUE	STMNT. 10/31/2025	11/04/2025	STMNT. 10/31/2025 - MONTHLY HARDWARE SUPPLIES	010-30-2008	6.99
HAYSVILLE TRUE VALUE	STMNT. 10/31/2025	11/04/2025	STMNT. 10/31/2025 - MONTHLY HARDWARE SUPPLIES	010-30-2009	1.00
HAYSVILLE TRUE VALUE	STMNT. 10/31/2025	11/04/2025	STMNT. 10/31/2025 - MONTHLY HARDWARE SUPPLIES	011-31-2009	106.35
HAYSVILLE TRUE VALUE	STMNT. 10/31/2025	11/04/2025	STMNT. 10/31/2025 - MONTHLY HARDWARE SUPPLIES	011-31-2080	36.44
HAYSVILLE TRUE VALUE	STMNT. 10/31/2025	11/04/2025	STMNT. 10/31/2025 - MONTHLY HARDWARE SUPPLIES	021-41-2009	57.91
HAYSVILLE TRUE VALUE	STMNT. 10/31/2025	11/04/2025	STMNT. 10/31/2025 - MONTHLY HARDWARE SUPPLIES	036-56-3036	87.96
HAYSVILLE TRUE VALUE	STMNT. 10/31/2025	11/04/2025	STMNT. 10/31/2025 - MONTHLY HARDWARE SUPPLIES	058-50-2009	94.69
HAYSVILLE TRUE VALUE	STMNT. 10/31/2025	11/04/2025	STMNT. 10/31/2025 - MONTHLY HARDWARE SUPPLIES	058-50-2012	37.77
HAYSVILLE TRUE VALUE	STMNT. 10/31/2025	11/04/2025	STMNT. 10/31/2025 - MONTHLY HARDWARE SUPPLIES	092-66-3001	82.98
Vendor HAYS1187 - HAYSVILLE TRUE VALUE Total:					1,019.97
Vendor: HAYS1189 - HAYSVILLE USD 261					
HAYSVILLE USD 261	13074	11/18/2025	LATCHKEY - DRIVER PAY & MILEAGE - 10/16/2025	030-50-2094	490.19
Vendor HAYS1189 - HAYSVILLE USD 261 Total:					490.19
Vendor: HDSU1194 - HD SUPPLY FACILITIES MAINTENANCE, LTD.					
HD SUPPLY FACILITIES MAINT...	9242072434	11/04/2025	96 PK. 2-PLY TOILET PAPER 2EA. (PARK)	001-03-2009	157.76
HD SUPPLY FACILITIES MAINT...	9242257889	11/04/2025	CREDIT: 96 PK. 2-PLY TOILET PAPER 1EA. (PARK)	001-03-2009	-78.88
Vendor HDSU1194 - HD SUPPLY FACILITIES MAINTENANCE, LTD. Total:					78.88
Vendor: HEAL1905 - HEALING SOLUTIONS PHYSICAL THERAPY					
HEALING SOLUTIONS PHYSICA...	INV-10006	10/07/2025	PHYSICAL THERAPY SVCS. JULY - SEPT 2025	001-12-2012	150.00
Vendor HEAL1905 - HEALING SOLUTIONS PHYSICAL THERAPY Total:					150.00
Vendor: HOME1267 - HOME FITNESS EXERCISE EQUIP. CO.					
HOME FITNESS EXERCISE EQU...	100925	11/04/2025	RECUMBENT ELIPTICALS WITH CONSOLE 2EA. (HAC)	099-66-3001	7,798.00
HOME FITNESS EXERCISE EQU...	100925	11/04/2025	INSTALLATION OF ELIPTICALS (HAC)	099-66-3001	399.00

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HOME FITNESS EXERCISE EQU...	100925	11/04/2025	SHIPPING COST	099-66-3001	255.00
Vendor HOME1267 - HOME FITNESS EXERCISE EQUIP. CO. Total:					8,452.00
Vendor: HRDI1280 - HRDIRECT					
HRDIRECT	INV18319861	11/18/2025	POSTER GUARD 1 YR RENEWAL - UR1200F	001-10-2077	97.95
HRDIRECT	INV18319862	11/18/2025	POSTER GUARD 1 YR RENEWAL - UR1200F	001-10-2077	97.95
HRDIRECT	INV18319863	11/18/2025	POSTER GUARD 1 YR RENEWAL - UR1200F	001-10-2077	97.95
HRDIRECT	INV18319864	11/18/2025	POSTER GUARD 1 YR RENEWAL - UR1200F	001-10-2077	97.95
Vendor HRDI1280 - HRDIRECT Total:					391.80
Vendor: HSAA1200 - HSA AARON KIRCHERT					
HSA AARON KIRCHERT	11 14 2025	11/14/2025	HSA A/C: AARON KIRCHERT	001-00-2061	100.00
HSA AARON KIRCHERT	11 26 2025	11/26/2025	HSA A/C: AARON KIRCHERT	001-00-2061	100.00
Vendor HSAA1200 - HSA AARON KIRCHERT Total:					200.00
Vendor: HSAA1940 - HSA ANGELA RIEDL					
HSA ANGELA RIEDL	11 14 2025	11/14/2025	HSA A/C: ANGELA RIEDL	001-00-2061	50.00
HSA ANGELA RIEDL	11 26 2025	11/26/2025	HSA A/C: ANGELA RIEDL	001-00-2061	50.00
Vendor HSAA1940 - HSA ANGELA RIEDL Total:					100.00
Vendor: HSAD1961 - HSA DANIELLE GABOR					
HSA DANIELLE GABOR	11 13 2025	11/13/2025	HSA A/C: DANIELLE GABOR	001-00-2061	75.00
HSA DANIELLE GABOR	11 26 2025	11/26/2025	HSA A/C: DANIELLE GABOR	001-00-2061	75.00
Vendor HSAD1961 - HSA DANIELLE GABOR Total:					150.00
Vendor: HSAR1282 - HSA ROBERT ARNESON					
HSA ROBERT ARNESON	11 13 2025	11/13/2025	HSA A/C: ROBERT ARNESON	001-00-2061	150.00
HSA ROBERT ARNESON	11 26 2025	11/26/2025	HSA A/C: ROBERT ARNESON	001-00-2061	150.00
Vendor HSAR1282 - HSA ROBERT ARNESON Total:					300.00
Vendor: HSAS1201 - HSA SAMUEL ARNOLD					
HSA SAMUEL ARNOLD	11 13 2025	11/13/2025	HSA A/C: SAMUEL ARNOLD	001-00-2061	320.00
HSA SAMUEL ARNOLD	11 26 2025	11/26/2025	HSA A/C: SAMUEL ARNOLD	001-00-2061	320.00
Vendor HSAS1201 - HSA SAMUEL ARNOLD Total:					640.00
Vendor: HSAS1284 - HSA SEAN RINEHART					
HSA SEAN RINEHART	11 14 2025	11/14/2025	HSA A/C: SEAN RINEHART	001-00-2061	30.00
HSA SEAN RINEHART	11 26 2025	11/26/2025	HSA A/C: SEAN RINEHART	001-00-2061	30.00
Vendor HSAS1284 - HSA SEAN RINEHART Total:					60.00
Vendor: HSAW1283 - HSA WILLIAM BLACK					
HSA WILLIAM BLACK	11 13 2025	11/13/2025	HSA A/C: WILLIAM BLACK	001-00-2061	358.33
HSA WILLIAM BLACK	11 26 2025	11/26/2025	HSA A/C: WILLIAM BLACK	001-00-2061	358.33
Vendor HSAW1283 - HSA WILLIAM BLACK Total:					716.66
Vendor: HUTC1305 - HUTCHINSON SALT COMPANY					
HUTCHINSON SALT COMPANY	199675	11/18/2025	ROCK SALT - ASTM GRADE 1 - 13.11 TONS	021-41-2009	452.30
HUTCHINSON SALT COMPANY	199675	11/18/2025	ROCK SALT - ASTM GRADE 1 - 13.03 TONS	021-41-2009	449.54
Vendor HUTC1305 - HUTCHINSON SALT COMPANY Total:					901.84

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: INTE1369 - INNOVATIVE INTERLINGUAL SOLUTIONS, LLC.					
INNOVATIVE INTERLINGUAL S...	1726	11/04/2025	INTERPRETATION SVCS. 09/23/2025 - CASE #2025/0519	001-06-2012	90.28
INNOVATIVE INTERLINGUAL S...	1726	11/04/2025	INTERPRETATION SVCS. 09/16/2025 - CASE #2025/6173	001-06-2012	112.78
Vendor INTE1369 - INNOVATIVE INTERLINGUAL SOLUTIONS, LLC. Total:					203.06
Vendor: INTR1376 - INTRUST BANK NA					
INTRUST BANK NA	JAN - DEC 2026	11/18/2025	ANNUAL SAFE DEPOSIT BOX RENTAL FEES	001-01-2012	65.00
Vendor INTR1376 - INTRUST BANK NA Total:					65.00
Vendor: INTR1381 - INTRUST BANK					
INTRUST BANK	11 14 2025 FED	11/14/2025	FED DEPOSIT	001-00-2010	14,829.04
INTRUST BANK	11 14 2025 FICA	11/14/2025	FICA DEPOSIT	001-00-2020	33,569.50
INTRUST BANK	11 26 2025 FED	11/26/2025	FED DEPOSIT	001-00-2010	15,316.22
INTRUST BANK	11 26 2025 FICA	11/26/2025	FICA DEPOSIT	001-00-2020	34,398.24
Vendor INTR1381 - INTRUST BANK Total:					98,113.00
Vendor: ISAB1137 - ISABELLA HEIDEN					
ISABELLA HEIDEN	11 04 2025 A	11/04/2025	REFEREE SOCCER 1 HR. 11/01/2025	030-50-1250	20.00
Vendor ISAB1137 - ISABELLA HEIDEN Total:					20.00
Vendor: JACO1433 - JACOB BERENS					
JACOB BERENS	11 04 2025 A	11/04/2025	REFEREE TT NINJAS 1 HR. 10/27/2025	030-50-1250	10.00
JACOB BERENS	11 04 2025 B	11/04/2025	REFEREE SOCCER 1 HRS. 10/29/2025	030-50-1250	18.00
JACOB BERENS	11 04 2025 B	11/04/2025	REFEREE SOCCER 2 HRS. 11/01/2025	030-50-1250	36.00
Vendor JACO1433 - JACOB BERENS Total:					64.00
Vendor: JADE1806 - JADEN SMITH					
JADEN SMITH	11 04 2025 A	11/04/2025	REFEREE SOCCER 1 HR. 10/30/2025	030-50-1250	20.00
Vendor JADE1806 - JADEN SMITH Total:					20.00
Vendor: JAMO2133 - JA'MOUR ALLISON					
JA'MOUR ALLISON	11 04 2025 A	11/04/2025	FITNESS INSTRUCTOR 2.80 HRS. 10/14/2025	030-50-1250	70.00
JA'MOUR ALLISON	11 04 2025 A	11/04/2025	FITNESS INSTRUCTOR 4.25 HRS. 10/21/2025	030-50-1250	106.25
JA'MOUR ALLISON	11 04 2025 A	11/04/2025	FITNESS INSTRUCTOR 4.80 HRS. 10/16/2025	030-50-1250	120.00
JA'MOUR ALLISON	11 18 2025 A	11/18/2025	FITNESS INSTRUCTOR 2 HRS. 10/30/2025	030-50-1250	50.00
JA'MOUR ALLISON	11 18 2025 A	11/18/2025	FITNESS INSTRUCTOR 4.25 HRS. 11/06/2025	030-50-1250	106.25
JA'MOUR ALLISON	11 18 2025 A	11/18/2025	FITNESS INSTRUCTOR 4.25 HRS. 11/04/2025	030-50-1250	106.25
JA'MOUR ALLISON	11 18 2025 A	11/18/2025	FITNESS INSTRUCTOR 4.5 HRS. 11/13/2025	030-50-1250	112.50
JA'MOUR ALLISON	11 18 2025 A	11/18/2025	FITNESS INSTRUCTOR 2.5 HRS. 10/28/2025	030-50-1250	62.50
Vendor JAMO2133 - JA'MOUR ALLISON Total:					733.75
Vendor: JAXT1897 - JAXTON REECE					
JAXTON REECE	11 04 2025 A	11/04/2025	REFEREE TT NINJAS 1 HR. 10/27/2025	030-50-1250	10.00
JAXTON REECE	11 04 2025 B	11/04/2025	REFEREE SOCCER 2 HRS. 11/01/2025	030-50-1250	40.00
Vendor JAXT1897 - JAXTON REECE Total:					50.00

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: JENN2597 - JENNIFER M. SOHM					
JENNIFER M. SOHM	NOV 2025	11/03/2025	CELL PHONE REIMBURSEMENT	030-50-2002	35.00
Vendor JENN2597 - JENNIFER M. SOHM Total:					35.00
Vendor: JILL2956 - JILL WARD					
JILL WARD	NOV 2025	11/03/2025	CELL PHONE REIMBURSEMENT	030-50-2002	35.00
Vendor JILL2956 - JILL WARD Total:					35.00
Vendor: JOHN1431 - JOHN DEERE FINANCIAL					
JOHN DEERE FINANCIAL	1001930442	11/04/2025	COOL-GUARD II 2.5 GAL 2EA. (STREET/PARK)	001-03-2009	37.09
JOHN DEERE FINANCIAL	1001930442	11/04/2025	COOL-GUARD II 2.5 GAL 2EA. (STREET/PARK)	021-41-2009	37.09
JOHN DEERE FINANCIAL	1001937972	11/04/2025	KEY 2EA. - JD 317 SKID STEER (SEWER)	010-30-2006	9.64
JOHN DEERE FINANCIAL	1001937972	11/04/2025	ROTARY SWITCH 1EA. - JD 317 SKID STEER (SEWER)	010-30-2006	49.21
JOHN DEERE FINANCIAL	1001954572	11/18/2025	BLOCK HEATER POWER CORD 1EA. - VAC TRAILER	010-30-2006	26.72
JOHN DEERE FINANCIAL	1001954572	11/18/2025	HE COOLANT 1EA. - VAC TRAILER	010-30-2006	104.62
Vendor JOHN1431 - JOHN DEERE FINANCIAL Total:					264.37
Vendor: JOJA1440 - JOJAC'S LANDSCAPE & MOWING INC.					
JOJAC'S LANDSCAPE & MOWI...	116855	11/04/2025	ABATEMENT: 276 S. VAN ARSDALE 10/23/2025	001-28-2012	450.00
JOJAC'S LANDSCAPE & MOWI...	117445	11/18/2025	ABATEMENT: 321 W. 4TH 11/13/2025	001-28-2012	250.00
Vendor JOJA1440 - JOJAC'S LANDSCAPE & MOWING INC. Total:					700.00
Vendor: KAIL1881 - KAILYN HOGAN					
KAILYN HOGAN	NOV 2025	11/03/2025	CELL PHONE REIMBURSEMENT	001-04-2002	35.00
Vendor KAIL1881 - KAILYN HOGAN Total:					35.00
Vendor: KANS1574 - KANSAS BG INC					
KANSAS BG INC	PI0069440	11/04/2025	BG SUPERCHARGE II FUEL ADDITIVE	001-03-2009	218.22
KANSAS BG INC	PI0069440	11/04/2025	BG SUPERCHARGE II FUEL ADDITIVE	010-30-2009	218.22
KANSAS BG INC	PI0069440	11/04/2025	BG SUPERCHARGE II FUEL ADDITIVE	011-31-2009	218.22
KANSAS BG INC	PI0069440	11/04/2025	BG SUPERCHARGE II FUEL ADDITIVE	021-41-2009	218.22
Vendor KANS1574 - KANSAS BG INC Total:					872.88
Vendor: KANS1601 - KANSAS DEPARTMENT OF REVENUE					
KANSAS DEPARTMENT OF RE...	11 14 2025 KS WITHHOLD	11/14/2025	KANSAS WITHHOLDING TAX	001-00-2030	9,924.10
KANSAS DEPARTMENT OF RE...	11 26 2025 KS WITHHOLD	11/26/2025	KANSAS WITHHOLDING TAX	001-00-2030	10,164.81
Vendor KANS1601 - KANSAS DEPARTMENT OF REVENUE Total:					20,088.91
Vendor: KANS1499 - KANSAS DEPT OF REVENUE					
KANSAS DEPT OF REVENUE	OCT 2025	11/04/2025	WATER SALES TAX - OCT 2025	011-31-2022	860.48
Vendor KANS1499 - KANSAS DEPT OF REVENUE Total:					860.48
Vendor: KANS1615 - KANSAS GAS SERVICE					
KANSAS GAS SERVICE	OCT 2025	11/03/2025	ACCT. 1568420 18 - 403 S. JANE (ANIMAL CNTRL.)	001-02-2013	64.13
KANSAS GAS SERVICE	OCT 2025	11/03/2025	ACCT. 1578976 27 - 200 W. GRAND (CITY/PD/COURT)	001-09-2003	102.99
KANSAS GAS SERVICE	OCT 2025	11/03/2025	ACCT. 1308570 45 - 130 E. 2ND (COMM. BLDG.)	001-09-2003	48.32
KANSAS GAS SERVICE	OCT 2025	11/03/2025	ACCT. 2003258 73 - 160 E. KARLA (SR. CNTR.)	001-12-2003	124.05
KANSAS GAS SERVICE	OCT 2025	11/03/2025	ACCT. 1308619 00 - 429 S. JANE (PW SHOP)	010-30-2003	34.33
KANSAS GAS SERVICE	OCT 2025	11/03/2025	ACCT. 1654252 00 - 401 S. JANE (PW OFFICE)	010-30-2003	18.75

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
KANSAS GAS SERVICE	OCT 2025	11/03/2025	ACCT. 1654247 00 - 417 S. JANE (PW STORAGE)	010-30-2003	16.49
KANSAS GAS SERVICE	OCT 2025	11/03/2025	ACCT. 1600065 91 - 428 S. JANE (WWTP)	010-30-2003	130.88
KANSAS GAS SERVICE	OCT 2025	11/03/2025	ACCT. 1308621 36 - 551 S. DELOS (OLD SEWER PLNT)	010-30-2003	40.26
KANSAS GAS SERVICE	OCT 2025	11/03/2025	ACCT. 2059216 64 - 412 E. 4TH ST. (WATER STORAGE)	011-31-2003	48.32
KANSAS GAS SERVICE	OCT 2025	11/03/2025	ACCT. 1308619 00 - 429 S. JANE (PW SHOP)	011-31-2003	34.33
KANSAS GAS SERVICE	OCT 2025	11/03/2025	ACCT. 1654252 00 - 401 S. JANE (PW OFFICE)	011-31-2003	18.74
KANSAS GAS SERVICE	OCT 2025	11/03/2025	ACCT. 1654247 00 - 417 S. JANE (PW STORAGE)	011-31-2003	16.48
KANSAS GAS SERVICE	OCT 2025	11/03/2025	ACCT. 1654247 00 - 417 S. JANE (PW STORAGE)	021-41-2003	16.48
KANSAS GAS SERVICE	OCT 2025	11/03/2025	ACCT. 1654252 00 - 401 S. JANE (PW OFFICE)	021-41-2003	18.74
KANSAS GAS SERVICE	OCT 2025	11/03/2025	ACCT. 1308619 00 - 429 S. JANE (PW SHOP)	021-41-2003	34.33
KANSAS GAS SERVICE	OCT 2025	11/03/2025	ACCT. 2032392 45 - 523 SARAH LN. (HAC)	030-50-2003	147.22
Vendor KANS1615 - KANSAS GAS SERVICE Total:					914.84

Vendor: KANS1627 - KANSAS ONE-CALL SYSTEM INC

KANSAS ONE-CALL SYSTEM INC	5100298	11/18/2025	SEWER/WATER LOCATE FEES	010-30-2040	214.13
KANSAS ONE-CALL SYSTEM INC	5100298	11/18/2025	SEWER/WATER LOCATE FEES	011-31-2040	214.13
KANSAS ONE-CALL SYSTEM INC	5100299	11/18/2025	SEWER/WATER LOCATE FEES	010-30-2040	472.15
Vendor KANS1627 - KANSAS ONE-CALL SYSTEM INC Total:					900.41

Vendor: KANS1629 - KANSAS PAYMENT CENTER

KANSAS PAYMENT CENTER	11 13 2025 A	11/13/2025	SG09DM003555	001-00-2057	213.00
KANSAS PAYMENT CENTER	11 13 2025 B	11/13/2025	SG15DM007951	001-00-2057	61.54
KANSAS PAYMENT CENTER	11 13 2025 C	11/13/2025	SG19DM005637	001-00-2057	887.54
KANSAS PAYMENT CENTER	11 13 2025 D	11/13/2025	SG22DM05556	001-00-2057	184.62
KANSAS PAYMENT CENTER	11 26 2025 A	11/26/2025	SG09DM003555	001-00-2057	213.00
KANSAS PAYMENT CENTER	11 26 2025 B	11/26/2025	SG15DM007951	001-00-2057	61.54
KANSAS PAYMENT CENTER	11 26 2025 C	11/26/2025	SG19DM005637	001-00-2057	887.54
KANSAS PAYMENT CENTER	11 26 2025 D	11/26/2025	SG22DM05556	001-00-2057	184.62
KANSAS PAYMENT CENTER	11 26 2025 E	11/26/2025	SG24DM03690	001-00-2057	253.85
Vendor KANS1629 - KANSAS PAYMENT CENTER Total:					2,947.25

Vendor: KANZ1482 - KANZA CO-OPERATIVE ASSOC.

KANZA CO-OPERATIVE ASSOC.	1578406	11/18/2025	UNLEADED FUEL 1350.20 GAL.	010-30-2010	2,902.93
KANZA CO-OPERATIVE ASSOC.	1578407	11/18/2025	DIESEL FUEL 450.10 GAL.	010-30-2010	1,368.30
Vendor KANZ1482 - KANZA CO-OPERATIVE ASSOC. Total:					4,271.23

Vendor: KATH2003 - KATHRYN STOTLER

KATHRYN STOTLER	11 04 2025 A	11/04/2025	FITNESS INSTRUCTOR 1.5 HRS. 09/17/2025	030-50-1250	30.00
KATHRYN STOTLER	11 04 2025 A	11/04/2025	FITNESS INSTRUCTOR 1.5 HRS. 09/03/2025	030-50-1250	30.00
KATHRYN STOTLER	11 04 2025 A	11/04/2025	FITNESS INSTRUCTOR 1.5 HRS. 10/01/2025	030-50-1250	30.00
KATHRYN STOTLER	11 04 2025 A	11/04/2025	FITNESS INSTRUCTOR 1.5 HRS. 09/24/2025	030-50-1250	30.00
KATHRYN STOTLER	11 04 2025 A	11/04/2025	FITNESS INSTRUCTOR 1.5 HRS. 09/10/2025	030-50-1250	30.00
KATHRYN STOTLER	11 04 2025 A	11/04/2025	FITNESS INSTRUCTOR 1.5 HRS. 10/08/2025	030-50-1250	30.00
Vendor KATH2003 - KATHRYN STOTLER Total:					180.00

Vendor: KAYD2182 - KAYDEN RAMIREZ

KAYDEN RAMIREZ	11 04 2025 A	11/04/2025	REFEREE TT NINJAS 2 HRS. 10/20/2025	030-50-1250	30.00
Vendor KAYD2182 - KAYDEN RAMIREZ Total:					30.00

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: KDHE1492 - KDHE - BUREAU OF WATER					
KDHE - BUREAU OF WATER	11 07 2025 ACH	11/07/2025	ANNUAL STORMWATER PERMIT FEES G-AR43-0001	014-34-2012	60.00
KDHE - BUREAU OF WATER	11 07 2025 ACH	11/07/2025	PROCESSING FEES	014-34-2012	3.25
Vendor KDHE1492 - KDHE - BUREAU OF WATER Total:					63.25
Vendor: KANS1608 - KDOL - KANSAS EMPLOYMENT SECURITY FUND					
KDOL - KANSAS EMPLOYMENT...	11 12 2025	11/12/2025	KDOL - UNEMPLOYMENT TAX - 3RD QTR 2025	001-23-2083	1,560.34
Vendor KANS1608 - KDOL - KANSAS EMPLOYMENT SECURITY FUND Total:					1,560.34
Vendor: KEVI1898 - KEVIN BORK					
KEVIN BORK	11 04 2025 A	11/04/2025	REFEREE SOCCER 4 HRS. 11/01/2025	030-50-1250	88.00
Vendor KEVI1898 - KEVIN BORK Total:					88.00
Vendor: KEYI2152 - KEY INDUSTRIES, INC.					
KEY INDUSTRIES, INC.	INV174110	11/18/2025	GLACIER FLEECE JACKET LRG 1EA. (PARK)	001-03-2009	29.16
KEY INDUSTRIES, INC.	INV174110	11/18/2025	L/S POCKET T-SHIRT 2XLRG 1EA. (PARK)	001-03-2009	17.39
KEY INDUSTRIES, INC.	INV174110	11/18/2025	GLACIER FLEECE JACKET LRG 1EA. (PARK)	001-03-2009	29.16
KEY INDUSTRIES, INC.	INV174110	11/18/2025	LEGENDARY T-SHIRT MED 2EA. (PARK)	001-03-2009	28.30
KEY INDUSTRIES, INC.	INV174110	11/18/2025	MILLER FRONT-ZIP HOODIE XLRG 1EA. (PW)	001-03-2009	9.29
KEY INDUSTRIES, INC.	INV174110	11/18/2025	SPARTAN H/W L/S POCKET T-SHIRT 2XLRG 1EA. (PARK)	001-03-2009	17.39
KEY INDUSTRIES, INC.	INV174110	11/18/2025	VICTORY POLO XLRG 2EA. (STREET/PARK)	001-03-2009	26.02
KEY INDUSTRIES, INC.	INV174110	11/18/2025	MILLER FRONT-ZIP HOODIE 2XLRG 1EA. (PARK)	001-03-2009	37.19
KEY INDUSTRIES, INC.	INV174110	11/18/2025	SPARTAN H/W L/S POCKET T-SHIRT XLRG 2EA. (PARK)	001-03-2009	34.78
KEY INDUSTRIES, INC.	INV174110	11/18/2025	VICTORY POLO XLRG 3EA. (PW)	001-03-2009	32.52
KEY INDUSTRIES, INC.	INV174110	11/18/2025	THERMAL LINED SWEATSHIRT XLRG 2EA. (PARK)	001-03-2009	90.82
KEY INDUSTRIES, INC.	INV174110	11/18/2025	SPARTAN H/W L/S POCKET T-SHIRT LRG 2EA. (PARK)	001-03-2009	34.78
KEY INDUSTRIES, INC.	INV174110	11/18/2025	SPARTAN H/W L/S POCKET T-SHIRT XLRG 1EA. (PW)	001-03-2009	4.34
KEY INDUSTRIES, INC.	INV174110	11/18/2025	LEGENDARY T-SHIRT 2XLRG 1EA. (PARK)	001-03-2009	14.15
KEY INDUSTRIES, INC.	INV174110	11/18/2025	BOOST TEE XLRG 1EA. (PW)	001-03-2009	3.86
KEY INDUSTRIES, INC.	INV174110	11/18/2025	FRONTENAC SOFT SHELL JACKET M 1EA. (PARK)	001-03-2009	55.15
KEY INDUSTRIES, INC.	INV174110	11/18/2025	THERMAL LINED SWEATSHIRT XLRG 1EA. (PARK)	001-03-2009	45.41
KEY INDUSTRIES, INC.	INV174110	11/18/2025	SPARTAN H/W L/S POCKET T-SHIRT XLRG 1EA. (PW)	010-30-2016	4.35
KEY INDUSTRIES, INC.	INV174110	11/18/2025	MILLER FRONT-ZIP HOODIE XLRG 1EA. (PW)	010-30-2016	9.30
KEY INDUSTRIES, INC.	INV174110	11/18/2025	BOOST TEE XLRG 1EA. (PW)	010-30-2016	3.86
KEY INDUSTRIES, INC.	INV174110	11/18/2025	VICTORY POLO XLRG 3EA. (PW)	010-30-2016	6.51
KEY INDUSTRIES, INC.	INV174110	11/18/2025	THERMAL LINED SWEATSHIRT LRG 2EA. (WATER)	011-31-2016	90.82
KEY INDUSTRIES, INC.	INV174110	11/18/2025	WATCH CAP HAT 1EA. (WATER)	011-31-2016	16.98
KEY INDUSTRIES, INC.	INV174110	11/18/2025	VICTORY POLO XLRG 3EA. (PW)	011-31-2016	6.51
KEY INDUSTRIES, INC.	INV174110	11/18/2025	TRUCKER HAT 1EA. (WATER)	011-31-2016	20.83
KEY INDUSTRIES, INC.	INV174110	11/18/2025	BOOST TEE LRG 2EA. (WATER)	011-31-2016	30.88
KEY INDUSTRIES, INC.	INV174110	11/18/2025	DYNASTY QTR. ZIP JACKET XLRG 1EA. (WATER)	011-31-2016	33.14
KEY INDUSTRIES, INC.	INV174110	11/18/2025	MILLER FRONT-ZIP HOODIE XLRG 1EA. (PW)	011-31-2016	9.30

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
KEY INDUSTRIES, INC.	INV174110	11/18/2025	BOOST TEE XLRG 1EA. (PW)	011-31-2016	3.86
KEY INDUSTRIES, INC.	INV174110	11/18/2025	SPARTAN H/W L/S POCKET T-SHIRT XLRG 2EA. (WATER)	011-31-2016	34.78
KEY INDUSTRIES, INC.	INV174110	11/18/2025	SPARTAN H/W L/S POCKET T-SHIRT XLRG 1EA. (PW)	011-31-2016	4.35
KEY INDUSTRIES, INC.	INV174110	11/18/2025	L/S POCKET T-SHIRT LRG 2EA. (WATER)	011-31-2016	34.78
KEY INDUSTRIES, INC.	INV174110	11/18/2025	SPARTAN BLENDED POCKET T-SHIRT XLRG 3EA. (WATER)	011-31-2016	38.55
KEY INDUSTRIES, INC.	INV174110	11/18/2025	THERMAL LINED SWEATSHIRT LRG 1EA. (WATER)	011-31-2016	45.41
KEY INDUSTRIES, INC.	INV174110	11/18/2025	SPARTAN H/W L/S POCKET T-SHIRT 2XLRG 2EA. (WATER)	011-31-2016	34.78
KEY INDUSTRIES, INC.	INV174110	11/18/2025	SPARTAN BLENDED POCKET T-SHIRT LRG 1EA. (WATER)	011-31-2016	12.85
KEY INDUSTRIES, INC.	INV174110	11/18/2025	BOOST TEE XLRG 1EA. (PW)	021-41-2016	3.86
KEY INDUSTRIES, INC.	INV174110	11/18/2025	MILLER FRONT-ZIP HOODIE XLRG 1EA. (PW)	021-41-2016	9.30
KEY INDUSTRIES, INC.	INV174110	11/18/2025	THERMAL LINED SWEATSHIRT 2XLRG 1EA. (STREET)	021-41-2016	45.41
KEY INDUSTRIES, INC.	INV174110	11/18/2025	SPARTAN H/W L/S POCKET T-SHIRT XLRG 1EA. (PW)	021-41-2016	4.35
KEY INDUSTRIES, INC.	INV174110	11/18/2025	FRONTENAC SOFT SHELL JACKET 2XLRG 1EA. (STREET)	021-41-2016	55.15
KEY INDUSTRIES, INC.	INV174110	11/18/2025	VICTORY POLO XLRG 3EA. (PW)	021-41-2016	32.52
KEY INDUSTRIES, INC.	INV174110	11/18/2025	VICTORY POLO XLRG 1EA. (STREET)	021-41-2016	26.02
KEY INDUSTRIES, INC.	INV174110	11/18/2025	VICTORY POLO XLRG 1EA. (STREET)	021-41-2016	26.02
KEY INDUSTRIES, INC.	INV174110	11/18/2025	VICTORY POLO XLRG 1EA. (STREET)	021-41-2016	26.02
KEY INDUSTRIES, INC.	INV174110	11/18/2025	VICTORY POLO XLRG 2EA. (STREET/PARK)	021-41-2016	26.02
KEY INDUSTRIES, INC.	INV177975	11/18/2025	TRUCKER HAT 1EA. (PARK)	001-03-2009	20.83
KEY INDUSTRIES, INC.	INV177975	11/18/2025	LEGENDARY T-SHIRT XLRG 1EA. (PARK)	001-03-2009	14.15
KEY INDUSTRIES, INC.	INV177975	11/18/2025	THERMAL LINED SWEATSHIRT XLRG 1EA. (PARK)	001-03-2009	45.41
KEY INDUSTRIES, INC.	INV177975	11/18/2025	TRUCKER HAT 1EA. (PARK)	001-03-2009	18.89
KEY INDUSTRIES, INC.	INV177975	11/18/2025	SPARTAN H/W L/S POCKET T-SHIRT XLRG 1EA. (PARK)	001-03-2009	17.39
KEY INDUSTRIES, INC.	INV177975	11/18/2025	WATCH CAP 1EA. (PARK)	001-03-2009	16.98
KEY INDUSTRIES, INC.	INV177975	11/18/2025	THERMAL LINED SWEATSHIRT 2XLRG 1EA. (PARK)	001-03-2009	45.41
KEY INDUSTRIES, INC.	INV177975	11/18/2025	MILLER FRONT-ZIP HOODIE 2XLRG 1EA. (PARK)	001-03-2009	37.19
Vendor KEYI2152 - KEY INDUSTRIES, INC. Total:					1,422.47

Vendor: KONI1558 - KONICA MINOLTA PREMIERE

KONICA MINOLTA PREMIERE	566990685	11/03/2025	KONICA C3351 LEASE - SR. CNTR.	001-12-2004	187.29
Vendor KONI1558 - KONICA MINOLTA PREMIERE Total:					187.29

Vendor: KPER1560 - KPERS 457 - EMPOWER RETIREMENT

KPERS 457 - EMPOWER RETIR...	11 14 2025 KPERS 457 PRE-TAX	11/14/2025	PAYROLL DEDUCTION KPERS 457 PRE-TAX	001-00-2051	1,436.50
KPERS 457 - EMPOWER RETIR...	11 14 2025 KPERS 457 ROTH	11/14/2025	PAYROLL DEDUCTION KPERS 457 ROTH POST-TAX	001-00-2067	1,761.00
KPERS 457 - EMPOWER RETIR...	11 26 2025 KPERS 457 PRE-TAX	11/26/2025	PAYROLL DEDUCTION KPERS 457 PRE-TAX	001-00-2051	1,436.50
KPERS 457 - EMPOWER RETIR...	11 26 2025 KPERS 457 ROTH	11/26/2025	PAYROLL DEDUCTION KPERS 457 ROTH POST-TAX	001-00-2067	1,761.00
Vendor KPER1560 - KPERS 457 - EMPOWER RETIREMENT Total:					6,395.00

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: KPER1559 - KPERS					
KPERS	11 14 2025 KPERS D&D	11/14/2025	PAYROLL DEDUCTION KPERS D&D	001-00-2040	1,477.34
KPERS	11 14 2025 KPERS D&D (ADJ.)	11/14/2025	PAYROLL DEDUCTION KPERS D&D	001-00-2040	-20.60
KPERS	11 14 2025 KPERS EE&ER	11/14/2025	PAYROLL DEDUCTION KPERS EE & ER	001-00-2040	22,885.34
KPERS	11 14 2025 KPERS KP&F	11/14/2025	PAYROLL DEDUCTION KP&F EE & ER	001-00-2040	20,439.10
KPERS	11 14 2025 KPERS RETIRE	11/14/2025	PAYROLL DEDUCTION KPERS WORK AFTER RETIREMENT	001-00-2040	107.04
KPERS	11 26 2025 KPERS D&D	11/26/2025	PAYROLL DEDUCTION KPERS D&D	001-00-2040	1,454.82
KPERS	11 26 2025 KPERS EE&ER	11/26/2025	PAYROLL DEDUCTION KPERS EE & ER	001-00-2040	22,854.86
KPERS	11 26 2025 KPERS KP&F	11/26/2025	PAYROLL DEDUCTION KP&F EE & ER	001-00-2040	21,629.99
KPERS	11 26 2025 KPERS RETIRE	11/26/2025	PAYROLL DEDUCTION KPERS WORK AFTER RETIREMENT	001-00-2040	142.56
Vendor KPER1559 - KPERS Total:					90,970.45
Vendor: KRIS1861 - KRISTEN MCDANIEL					
KRISTEN MCDANIEL	NOV 2025	11/03/2025	CELL PHONE REIMBURSEMENT	001-12-2003	35.00
Vendor KRIS1861 - KRISTEN MCDANIEL Total:					35.00
Vendor: KURT1263 - KURT A HOLMES, PA					
KURT A HOLMES, PA	11 13 2025	11/13/2025	SG 24 LM 007822, 18 LM 00312	001-00-2057	365.19
KURT A HOLMES, PA	11 26 2025	11/26/2025	SG 24 LM 007822, 18 LM 00312	001-00-2057	365.19
Vendor KURT1263 - KURT A HOLMES, PA Total:					730.38
Vendor: KYLE1677 - KYLE LYONS					
KYLE LYONS	NOV 2025	11/03/2025	CELL PHONE REIMBURSEMENT	011-31-2002	35.00
Vendor KYLE1677 - KYLE LYONS Total:					35.00
Vendor: LAUT1700 - LAUTZ LAW, LLC					
LAUTZ LAW, LLC	NOV 2025	11/03/2025	PUBLIC DEFENDER MONTHLY SERVICES	001-06-2037	1,400.00
Vendor LAUT1700 - LAUTZ LAW, LLC Total:					1,400.00
Vendor: LAZY1763 - LAZY BUCKS RANCH LLC					
LAZY BUCKS RANCH LLC	11 10 2025	11/10/2025	PETTING ZOO SERVICES 10/18/2025 - FALL FESTIVAL	058-50-3073	500.00
Vendor LAZY1763 - LAZY BUCKS RANCH LLC Total:					500.00
Vendor: LEAD1721 - LEADSONLINE					
LEADSONLINE	421641	11/04/2025	POWERPLUS INVESTIGATION SYSTEM SERVICE PACKAGE	001-02-2040	4,324.00
Vendor LEAD1721 - LEADSONLINE Total:					4,324.00
Vendor: LEER1730 - LEE REED ENGRAVING, INC.					
LEE REED ENGRAVING, INC.	2502959	11/04/2025	20 YR. SVC. AWARD - M. MULLIN (POLICE DEPT.)	001-02-2012	98.80
LEE REED ENGRAVING, INC.	2502959	11/04/2025	5 YR. SVC. AWARD - T. RONIGER (POLICE DEPT.)	001-02-2012	48.70
LEE REED ENGRAVING, INC.	2502959	11/04/2025	10 YR. SVC. AWARD - A. WATKINS (POLICE DEPT.)	001-02-2012	48.70
LEE REED ENGRAVING, INC.	2502959	11/04/2025	10 YR. SVC. AWARD - L. VARGAS (POLICE DEPT.)	001-02-2012	48.70
LEE REED ENGRAVING, INC.	2502959	11/04/2025	30 YR. SVC. AWARD CLOCK - J. WHITFIELD (CHIEF)	001-02-2012	200.00
LEE REED ENGRAVING, INC.	2502959	11/04/2025	5 YR. SVC. AWARD - E. SATTERFIELD (SEWER DEPT.)	010-30-2012	48.70
Vendor LEER1730 - LEE REED ENGRAVING, INC. Total:					493.60
Vendor: LEEK1739 - LEEKER'S FAMILY FOODS					
LEEKER'S FAMILY FOODS	OCT 2025	11/10/2025	MONTHLY GROCERIES	001-12-2012	27.19

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
LEEKER'S FAMILY FOODS	OCT 2025	11/10/2025	MONTHLY GROCERIES	030-50-2092	385.00
LEEKER'S FAMILY FOODS	OCT 2025	11/10/2025	MONTHLY GROCERIES	030-50-2094	11.45
LEEKER'S FAMILY FOODS	OCT 2025	11/10/2025	MONTHLY GROCERIES	092-66-3001	13.94
Vendor LEEK1739 - LEEKER'S FAMILY FOODS Total:					437.58
Vendor: LEGA1735 - LEGAL SHIELD					
LEGAL SHIELD	11 26 2025	11/26/2025	PAYROLL DEDUCTION LEGAL SHIELD	001-00-2060	33.90
Vendor LEGA1735 - LEGAL SHIELD Total:					33.90
Vendor: LEVO1473 - LEVON CROTTS					
LEVON CROTTS	NOV 2025	11/17/2025	CELL PHONE REIMBURSEMENT	001-02-2040	35.00
Vendor LEVO1473 - LEVON CROTTS Total:					35.00
Vendor: LOGI1774 - LOGIC, INC.					
LOGIC, INC.	INV184647	11/04/2025	MOXA 8-PORT ETHERNET SWITCH 1EA. (WATER)	011-31-2009	232.14
Vendor LOGI1774 - LOGIC, INC. Total:					232.14
Vendor: LOGO1776 - LOGO DEPOT					
LOGO DEPOT	170336	11/18/2025	CORNERSTONE L/S SNAG-PROOF POLO, L 2EA. (A. RAKES)	001-02-2016	33.95
LOGO DEPOT	170336	11/18/2025	PORT AUTHORITY FLEECE, 1/4 ZIP, XL 1EA. (A. RAKES)	001-02-2016	34.75
LOGO DEPOT	170336	11/18/2025	CORNERSTONE SNAG-PROOF POLO, L 2EA. (A. RAKES)	001-02-2016	65.50
Vendor LOGO1776 - LOGO DEPOT Total:					134.20
Vendor: LOGO1777 - LOGO ENVY					
LOGO ENVY	7852	11/18/2025	SHIPPING & HANDLING	001-03-2009	6.28
LOGO ENVY	7852	11/18/2025	PUBLIC WORKS T-SHIRTS (ROYAL) 10EA.	001-03-2009	30.00
LOGO ENVY	7852	11/18/2025	PUBLIC WORKS T-SHIRTS (SAFETY GREEN) 12EA.	001-03-2009	42.00
LOGO ENVY	7852	11/18/2025	SHIPPING & HANDLING	010-30-2016	6.30
LOGO ENVY	7852	11/18/2025	PUBLIC WORKS T-SHIRTS (ROYAL) 10EA.	010-30-2016	30.00
LOGO ENVY	7852	11/18/2025	PUBLIC WORKS T-SHIRTS (SAFETY GREEN) 12EA.	010-30-2016	42.00
LOGO ENVY	7852	11/18/2025	SHIPPING & HANDLING	011-31-2016	6.30
LOGO ENVY	7852	11/18/2025	PUBLIC WORKS T-SHIRTS (ROYAL) 10EA.	011-31-2016	30.00
LOGO ENVY	7852	11/18/2025	PUBLIC WORKS T-SHIRTS (SAFETY GREEN) 12EA.	011-31-2016	42.00
LOGO ENVY	7852	11/18/2025	SHIPPING & HANDLING	021-41-2016	6.30
LOGO ENVY	7852	11/18/2025	PUBLIC WORKS T-SHIRTS (ROYAL) 10EA.	021-41-2016	30.00
LOGO ENVY	7852	11/18/2025	PUBLIC WORKS T-SHIRTS (SAFETY GREEN) 12EA.	021-41-2016	42.00
Vendor LOGO1777 - LOGO ENVY Total:					313.18
Vendor: LOWE1787 - LOWES BUSINESS ACCT/SYNCB					
LOWES BUSINESS ACCT/SYNCB	OCT 2025	11/03/2025	MISC. PVC, ROOF, & CLEANING SUPPLIES (WATER)	011-31-2080	250.94
LOWES BUSINESS ACCT/SYNCB	OCT 2025	11/03/2025	LIGHTS, PLUGS, AND ELECTRICAL SUPPLIES (FALL FEST)	058-50-2009	184.76
Vendor LOWE1787 - LOWES BUSINESS ACCT/SYNCB Total:					435.70
Vendor: MARI1825 - MARIANNA EVANS YOGA, LLC.					
MARIANNA EVANS YOGA, LLC.	OCT 2025	11/03/2025	SR. CNTR. YOGA - OCT 2025	001-12-1100	150.00
Vendor MARI1825 - MARIANNA EVANS YOGA, LLC. Total:					150.00
Vendor: MARS1769 - MARSHALL LITCHFIELD					
MARSHALL LITCHFIELD	NOV 2025	11/03/2025	CELL PHONE REIMBURSEMENT	010-30-2002	11.67
MARSHALL LITCHFIELD	NOV 2025	11/03/2025	CELL PHONE REIMBURSEMENT	011-31-2002	11.67

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
MARSHALL LITCHFIELD	NOV 2025	11/03/2025	CELL PHONE REIMBURSEMENT	021-41-2002	11.66
Vendor MARS1769 - MARSHALL LITCHFIELD Total:					35.00
Vendor: MAXI1844 - MAXIMUM OUTDOOR EQUIPMENT					
MAXIMUM OUTDOOR EQUIP...	486613	11/04/2025	DECK ROLLER WHEEL 1EA. - GRASSHOPPER (PARK)	001-03-2006	5.94
MAXIMUM OUTDOOR EQUIP...	486894	11/04/2025	JOHN DEER SPINDLE 3EA. (PARK)	001-03-2012	427.95
MAXIMUM OUTDOOR EQUIP...	486895	11/04/2025	STARTER MOTOR ASSY. 1EA. - SAND/SALT SPREADER	021-41-2006	171.67
MAXIMUM OUTDOOR EQUIP...	487128	11/18/2025	AYP WALKER RELAY 2EA...	001-03-2006	15.16
MAXIMUM OUTDOOR EQUIP...	487128	11/18/2025	D.O.T. TRASH REACHER 3EA. (PARK)	001-03-2006	62.97
Vendor MAXI1844 - MAXIMUM OUTDOOR EQUIPMENT Total:					683.69
Vendor: MCDO1987 - MCDONALD TINKER PA					
MCDONALD TINKER PA	NOV 2025	11/03/2025	PROFESSIONAL SVCS. - CITY PROSECUTOR	001-06-1100	2,000.00
MCDONALD TINKER PA	172111	11/19/2025	PROFESSIONAL SVCS. - COURT APPEAL 26774002	001-06-1100	3,654.00
Vendor MCDO1987 - MCDONALD TINKER PA Total:					5,654.00
Vendor: MELH1875 - MEL HAMBELTON FORD					
MEL HAMBELTON FORD	320458	11/04/2025	1E5F MOULDING 1EA. - PATROL CAR #16-17	001-02-2035	126.80
MEL HAMBELTON FORD	321425	11/04/2025	116E BOLT 2EA. - PATROL CAR #18-16	001-02-2035	13.50
MEL HAMBELTON FORD	322239	11/04/2025	HW53H NUT 4EA. - PATROL CAR #18-16	001-02-2035	3.48
MEL HAMBELTON FORD	322239	11/04/2025	HW55B HEX NUT 4EA. - PATROL CAR #18-16	001-02-2035	6.04
MEL HAMBELTON FORD	322239	11/04/2025	114A BOLT 4EA. - PATROL CAR #18-16	001-02-2035	13.60
MEL HAMBELTON FORD	322239	11/04/2025	HW29E BOLT 2EA. - PATROL CAR #18-16	001-02-2035	18.50
MEL HAMBELTON FORD	322239	11/04/2025	HW48B NUT 8EA. - PATROL CAR #18-16	001-02-2035	32.00
MEL HAMBELTON FORD	322239	11/04/2025	HW41F BOLT 4EA. - PATROL CAR #18-16	001-02-2035	48.00
MEL HAMBELTON FORD	SALES CONTRACT #173429	11/24/2025	2025 FORD RANGER (HAC) - ADMIN/TIRE/DMV FEES	037-57-2012	802.50
MEL HAMBELTON FORD	SALES CONTRACT #173429	11/24/2025	2025 FORD RANGER (HAC)	037-57-2012	44,600.00
Vendor MELH1875 - MEL HAMBELTON FORD Total:					45,664.42
Vendor: MERI1883 - MERIDIAN ANALYTICAL LABS, LLC.					
MERIDIAN ANALYTICAL LABS, ...	W5004315	11/04/2025	WATER TESTING	010-30-2040	865.00
MERIDIAN ANALYTICAL LABS, ...	W5004355	11/04/2025	WATER TESTING	011-31-2040	225.00
MERIDIAN ANALYTICAL LABS, ...	W5004373	11/04/2025	WATER TESTING	010-30-2040	862.00
MERIDIAN ANALYTICAL LABS, ...	W5004577	11/18/2025	WATER TESTING	010-30-2040	862.00
MERIDIAN ANALYTICAL LABS, ...	W5004592	11/18/2025	WATER TESTING	011-31-2040	225.00
Vendor MERI1883 - MERIDIAN ANALYTICAL LABS, LLC. Total:					3,039.00
Vendor: METR1975 - METRO COURIER INC.					
METRO COURIER INC.	75145	11/18/2025	COURIER SVCS. 10/27/2025 - KDHE WATER SAMPLES	011-31-2011	31.19
METRO COURIER INC.	75145	11/18/2025	COURIER SVCS. 10/20/2025 - KDHE WATER SAMPLES	011-31-2011	27.44
Vendor METR1975 - METRO COURIER INC. Total:					58.63
Vendor: MICH1768 - MICHAEL J. LIPPOLDT					
MICHAEL J. LIPPOLDT	NOV 2025	11/03/2025	CELL PHONE REIMBURSEMENT	010-30-2002	11.67
MICHAEL J. LIPPOLDT	NOV 2025	11/03/2025	CELL PHONE REIMBURSEMENT	011-31-2002	11.67
MICHAEL J. LIPPOLDT	NOV 2025	11/03/2025	CELL PHONE REIMBURSEMENT	021-41-2002	11.66
Vendor MICH1768 - MICHAEL J. LIPPOLDT Total:					35.00

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: MID-1907 - MID-CONTINENT SAFETY					
MID-CONTINENT SAFETY	55471660	11/18/2025	3"X1000' YELLOW CAUTION TAPE 8EA. (WATER)	011-31-2009	95.92
MID-CONTINENT SAFETY	55471660	11/18/2025	3"X500' REINF. YELLOW CAUTION TAPE 8EA. (WATER)	011-31-2009	282.12
Vendor MID-1907 - MID-CONTINENT SAFETY Total:					378.04
Vendor: MIKE1929 - MIKE JOHNSON SALES, INC.					
MIKE JOHNSON SALES, INC.	22508	11/18/2025	9 X 12 CATALOG ENVELOPES	001-10-2077	236.15
Vendor MIKE1929 - MIKE JOHNSON SALES, INC. Total:					236.15
Vendor: MILC2199 - MILCO MFG., LLC					
MILCO MFG., LLC	25-4277	11/04/2025	EZ GLIDE RAILS FOR TRANSPORT CART	037-57-2012	350.00
MILCO MFG., LLC	25-4277	11/04/2025	SHIPPING / HANDLING FEE	037-57-2012	1,409.42
MILCO MFG., LLC	25-4277	11/04/2025	PORTABLE 9-HOLE MINI GOLF SYSTEM W/ CART (HAC)	037-57-2012	14,125.00
Vendor MILC2199 - MILCO MFG., LLC Total:					15,884.42
Vendor: MINT1943 - MINTER & POLLAK, LC					
MINTER & POLLAK, LC	NOV 2025	11/03/2025	PROFESSIONAL SVCS. - CITY ATTY. FEES	001-10-1100	4,300.00
Vendor MINT1943 - MINTER & POLLAK, LC Total:					4,300.00
Vendor: MOUN1917 - MOUNTAINLAND SUPPLY COMPANY					
MOUNTAINLAND SUPPLY CO...	S107331676.001	11/04/2025	3 HYDRANT MASTER METER 1EA. (WATER)	011-31-2009	795.00
Vendor MOUN1917 - MOUNTAINLAND SUPPLY COMPANY Total:					795.00
Vendor: MYRE1999 - MYREC.COM					
MYREC.COM	03218271S	11/04/2025	MYREC. SYSTEM SOFTWARE	037-57-2012	943.33
Vendor MYRE1999 - MYREC.COM Total:					943.33
Vendor: NANC2018 - NANCY BERNARDO					
NANCY BERNARDO	NOV 2025	11/03/2025	CELL PHONE REIMBURSEMENT	001-01-2002	35.00
Vendor NANC2018 - NANCY BERNARDO Total:					35.00
Vendor: NCSI2025 - NCSI					
NCSI	63258	11/18/2025	8EA. BACKGROUND CHECK - HAC (BASKETBALL)	030-50-2092	148.00
Vendor NCSI2025 - NCSI Total:					148.00
Vendor: NEWM2041 - NEW MEDICAL HEALTH CARE, LLC					
NEW MEDICAL HEALTH CARE, ...CLAIM 595198		11/10/2025	PRE-EMPLOYMENT TESTING - A. RAKES	001-02-2012	172.50
NEW MEDICAL HEALTH CARE, ...CLAIM 595446		11/10/2025	PRE-EMPLOYMENT TESTING - A. RAKES	001-02-2012	70.00
NEW MEDICAL HEALTH CARE, ...CLAIM 596708		11/10/2025	PRE-EMPLOYMENT TESTING - J. MARR	001-02-2012	70.00
NEW MEDICAL HEALTH CARE, ...CLAIM 596722		11/10/2025	PRE-EMPLOYMENT TESTING - J. MARR	001-02-2012	172.50
Vendor NEWM2041 - NEW MEDICAL HEALTH CARE, LLC Total:					485.00
Vendor: NEW2042 - NEWEGG BUSINESS, INC.					
NEWEGG BUSINESS, INC.	1305717902	11/18/2025	DELL PRO QCS1250 SLIM PC 2EA. (SEWER DEPT.)	010-30-2009	1,199.98
NEWEGG BUSINESS, INC.	1305719376	11/18/2025	DELL PRO 27" MONITOR 1EA. (SEWER DEPT.)	010-30-2009	218.99
NEWEGG BUSINESS, INC.	1305719407	11/18/2025	XEROX C325 ALL-IN-ONE PRINTER 1EA. (SEWER DEPT.)	010-30-2009	476.30
Vendor NEW2042 - NEWEGG BUSINESS, INC. Total:					1,895.27
Vendor: NICH2055 - NICHOLAS W. NORRIS					
NICHOLAS W. NORRIS	NOV 2025	11/03/2025	CELL PHONE REIMBURSEMENT	030-50-2002	35.00
Vendor NICH2055 - NICHOLAS W. NORRIS Total:					35.00
Vendor: NOAH2150 - NOAH LEWIS					
NOAH LEWIS	11 04 2025 A	11/04/2025	REFEREE TT NINJAS 1 HR. 11/03/2025	030-50-1250	15.00

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NOAH LEWIS	11 04 2025 A	11/04/2025	REFEREE TT NINJAS 1 HR. 10/27/2025	030-50-1250	10.00
NOAH LEWIS	11 04 2025 B	11/04/2025	REFEREE SOCCER 1 HR. 10/29/2025	030-50-1250	15.00
NOAH LEWIS	11 04 2025 B	11/04/2025	REFEREE SOCCER 2 HRS. 11/01/2025	030-50-1250	30.00
Vendor NOAH2150 - NOAH LEWIS Total:					70.00
Vendor: ODPB2079 - ODP BUSINESS SOLUTIONS, LLC					
ODP BUSINESS SOLUTIONS, LLC 440358968001		11/04/2025	24LB. WHITE LEGAL PAPER 8EA. (CITY & HAC)	001-10-2077	31.80
ODP BUSINESS SOLUTIONS, LLC 440358968001		11/04/2025	24LB. WHITE LEGAL PAPER 8EA. (CITY & HAC)	030-50-2004	31.80
ODP BUSINESS SOLUTIONS, LLC 442515924001		11/04/2025	DAILY DESK CALENDAR REFILL 3EA. (WATER/CLERK)	001-01-2004	18.98
ODP BUSINESS SOLUTIONS, LLC 442515924001		11/04/2025	LARGE MONTHLY WALL CALENDAR 1EA. (CLERK DEPT.)	001-01-2004	18.49
ODP BUSINESS SOLUTIONS, LLC 442515924001		11/04/2025	8.5"X11" PLANNER 1EA. (CLERK DEPT.)	001-01-2004	15.09
ODP BUSINESS SOLUTIONS, LLC 442515924001		11/04/2025	11"X17" DESK PAD CALENDAR 1EA. (CLERK DEPT.)	001-01-2004	11.79
ODP BUSINESS SOLUTIONS, LLC 442515924001		11/04/2025	22"X17" DESK PAD CALENDAR 10EA. (PW/ADMIN/CLERK)	001-01-2004	7.29
ODP BUSINESS SOLUTIONS, LLC 442515924001		11/04/2025	22"X17" DESK PAD CALENDAR 10EA. (PW/ADMIN/CLERK)	001-03-2004	7.29
ODP BUSINESS SOLUTIONS, LLC 442515924001		11/04/2025	22"X17" DESK PAD CALENDAR 10EA. (PW/ADMIN/CLERK)	001-18-2004	7.29
ODP BUSINESS SOLUTIONS, LLC 442515924001		11/04/2025	22"X17" DESK PAD CALENDAR 10EA. (PW/ADMIN/CLERK)	010-30-2004	51.03
ODP BUSINESS SOLUTIONS, LLC 442515924001		11/04/2025	DAILY DESK CALENDAR REFILL 3EA. (WATER/CLERK)	011-31-2004	9.49
ODP BUSINESS SOLUTIONS, LLC 442909548001		11/04/2025	11"X17" DESK PAD CALENDAR 1EA. (CLERK DEPT.)	001-01-2004	15.99
ODP BUSINESS SOLUTIONS, LLC 442909548001		11/04/2025	LARGE WEEKLY MONTHLY PLANNER 1EA. (TRANSIT)	001-12-2004	26.19
ODP BUSINESS SOLUTIONS, LLC 442909549001		11/04/2025	24PK. AAA ALKALINE BATTERIES 1EA.	001-10-2077	29.91
ODP BUSINESS SOLUTIONS, LLC 442942830001		11/18/2025	3 MONTH WALL CALENDAR 2EA. (PW)	001-03-2004	4.18
ODP BUSINESS SOLUTIONS, LLC 442942830001		11/18/2025	RECYCLED WEEKLY PLANNER 1EA. (PW)	001-03-2004	4.04
ODP BUSINESS SOLUTIONS, LLC 442942830001		11/18/2025	STANDARD DIARY PLANNER 1EA. (PW)	001-03-2004	15.29
ODP BUSINESS SOLUTIONS, LLC 442942830001		11/18/2025	20LB. 8.5"X11" COPY PAPER 1EA. (PW)	001-03-2004	11.13
ODP BUSINESS SOLUTIONS, LLC 442942830001		11/18/2025	MONTHLY ORGANIZER REFILL 1EA. (PW)	001-03-2004	1.85
ODP BUSINESS SOLUTIONS, LLC 442942830001		11/18/2025	6 PK. SCOTCH TAPE 1EA. (PW)	001-03-2004	2.49
ODP BUSINESS SOLUTIONS, LLC 442942830001		11/18/2025	18 PK. POST-IT NOTES 1EA. (PW)	001-03-2004	4.77
ODP BUSINESS SOLUTIONS, LLC 442942830001		11/18/2025	6 PK. SCOTCH TAPE 1EA. (PW)	010-30-2004	2.50
ODP BUSINESS SOLUTIONS, LLC 442942830001		11/18/2025	RECYCLED WEEKLY PLANNER 1EA. (PW)	010-30-2004	4.06
ODP BUSINESS SOLUTIONS, LLC 442942830001		11/18/2025	STANDARD DIARY PLANNER 1EA. (PW)	010-30-2004	15.29
ODP BUSINESS SOLUTIONS, LLC 442942830001		11/18/2025	3 MONTH WALL CALENDAR 2EA. (PW)	010-30-2004	4.20
ODP BUSINESS SOLUTIONS, LLC 442942830001		11/18/2025	20LB. 8.5"X11" COPY PAPER 1EA. (PW)	010-30-2004	11.12
ODP BUSINESS SOLUTIONS, LLC 442942830001		11/18/2025	MONTHLY ORGANIZER REFILL 1EA. (PW)	010-30-2004	1.84
ODP BUSINESS SOLUTIONS, LLC 442942830001		11/18/2025	18 PK. POST-IT NOTES 1EA. (PW)	010-30-2004	4.77
ODP BUSINESS SOLUTIONS, LLC 442942830001		11/18/2025	RECYCLED WEEKLY PLANNER 1EA. (PW)	011-31-2004	4.06

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
ODP BUSINESS SOLUTIONS, LLC	442942830001	11/18/2025	3 MONTH WALL CALENDAR 2EA. (PW)	011-31-2004	4.20
ODP BUSINESS SOLUTIONS, LLC	442942830001	11/18/2025	18 PK. POST-IT NOTES 1EA. (PW)	011-31-2004	4.77
ODP BUSINESS SOLUTIONS, LLC	442942830001	11/18/2025	20LB. 8.5"X11" COPY PAPER 1EA. (PW)	011-31-2004	11.12
ODP BUSINESS SOLUTIONS, LLC	442942830001	11/18/2025	STANDARD DIARY PLANNER 1EA. (PW)	011-31-2004	15.29
ODP BUSINESS SOLUTIONS, LLC	442942830001	11/18/2025	6 PK. SCOTCH TAPE 1EA. (PW)	011-31-2004	2.50
ODP BUSINESS SOLUTIONS, LLC	442942830001	11/18/2025	MONTHLY ORGANIZER REFILL 1EA. (PW)	011-31-2004	1.84
ODP BUSINESS SOLUTIONS, LLC	442942830001	11/18/2025	3 MONTH WALL CALENDAR 2EA. (PW)	021-41-2004	4.20
ODP BUSINESS SOLUTIONS, LLC	442942830001	11/18/2025	18 PK. POST-IT NOTES 1EA. (PW)	021-41-2004	4.77
ODP BUSINESS SOLUTIONS, LLC	442942830001	11/18/2025	RECYCLED WEEKLY PLANNER 1EA. (PW)	021-41-2004	4.06
ODP BUSINESS SOLUTIONS, LLC	442942830001	11/18/2025	20LB. 8.5"X11" COPY PAPER 1EA. (PW)	021-41-2004	11.12
ODP BUSINESS SOLUTIONS, LLC	442942830001	11/18/2025	STANDARD DIARY PLANNER 1EA. (PW)	021-41-2004	15.29
ODP BUSINESS SOLUTIONS, LLC	442942830001	11/18/2025	6 PK. SCOTCH TAPE 1EA. (PW)	021-41-2004	2.50
ODP BUSINESS SOLUTIONS, LLC	442942830001	11/18/2025	MONTHLY ORGANIZER REFILL 1EA. (PW)	021-41-2004	1.84
ODP BUSINESS SOLUTIONS, LLC	447697562001	11/18/2025	POST-IT POP UP NOTES DISPENSE 1EA.	001-10-2077	7.82
ODP BUSINESS SOLUTIONS, LLC	447697562001	11/18/2025	SMALL CLEAR COMMAND HOOKS 1EA. (ECON. DEV.)	001-18-2004	4.69
ODP BUSINESS SOLUTIONS, LLC	447697562001	11/18/2025	PAPER, COPY, 8.5X11" RED 3 REAMS (HAC)	030-50-2004	38.85
ODP BUSINESS SOLUTIONS, LLC	447697562001	11/18/2025	PAPER, COPY, 8.5X11" GREEN 3 REAMS (HAC)	030-50-2004	43.11
Vendor ODPB2079 - ODP BUSINESS SOLUTIONS, LLC Total:					551.99
Vendor: OGDE1415 - OGDEN PUBLICATIONS, INC.					
OGDEN PUBLICATIONS, INC.	52001586	11/18/2025	KANSAS MAGAZINE BUSINESS AD - FALL 2025	092-66-3001	585.00
Vendor OGDE1415 - OGDEN PUBLICATIONS, INC. Total:					585.00
Vendor: OMNI2092 - OMNIGO SOFTWARE					
OMNIGO SOFTWARE	I-OS023304	11/18/2025	RECORDS MANAGEMENT SOFTWARE - PD / COURT	001-02-2040	4,495.07
OMNIGO SOFTWARE	I-OS023304	11/18/2025	RECORDS MANAGEMENT SOFTWARE - PD / COURT	001-06-2004	14,033.53
Vendor OMNI2092 - OMNIGO SOFTWARE Total:					18,528.60
Vendor: O'RE2074 - O'REILLY AUTOMOTIVE INC					
O'REILLY AUTOMOTIVE INC	4814-216451	11/04/2025	CARBURETOR KIT 1EA. - 1951 CHEVY STYLELINE (PD)	001-02-2035	31.12
O'REILLY AUTOMOTIVE INC	4814-216898	11/04/2025	FUEL HOSE 1EA. - 1951 CHVY STYLELINE (PD)	001-02-2035	2.14
O'REILLY AUTOMOTIVE INC	4814-216898	11/04/2025	HOSE FTG. 1EA. - 1951 CHEVY STYLELINE (PD)	001-02-2035	5.99
O'REILLY AUTOMOTIVE INC	4814-216898	11/04/2025	12OZ LEAD SUBS. - 1951 CHEVY STYLELINE (PD)	001-02-2035	7.99
O'REILLY AUTOMOTIVE INC	4814-216898	11/04/2025	HOSE CLAMPS 10EA. - PW SHOP SUPPLIES	001-03-2009	1.72
O'REILLY AUTOMOTIVE INC	4814-216898	11/04/2025	HOSE CLAMPS 10EA. - PW SHOP SUPPLIES	010-30-2009	1.74
O'REILLY AUTOMOTIVE INC	4814-216898	11/04/2025	HOSE CLAMPS 10EA. - PW SHOP SUPPLIES	011-31-2009	1.72
O'REILLY AUTOMOTIVE INC	4814-216898	11/04/2025	HOSE CLAMPS 10EA. - PW SHOP SUPPLIES	021-41-2009	1.72
O'REILLY AUTOMOTIVE INC	4814-218122	11/04/2025	BRAKE PAD SET 1EA. - PATROL CAR #18-16	001-02-2035	50.60

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O'REILLY AUTOMOTIVE INC	4814-218266	11/04/2025	GAS MAGNUM SHOCK SET 1EA. - PATROL CAR #18-16	001-02-2035	141.54
O'REILLY AUTOMOTIVE INC	4814-218986	11/04/2025	A/C HOSE ASSY. 1EA. - PATROL CAR #18-16	001-02-2035	61.70
O'REILLY AUTOMOTIVE INC	4814-219111	11/04/2025	WIPER BLADES 8EA. - POLICE DEPT.	001-02-2035	129.52
O'REILLY AUTOMOTIVE INC	4814-219251	11/04/2025	MAGNUM STRUT 2EA. - PATROL CAR #18-16	001-02-2035	418.38
O'REILLY AUTOMOTIVE INC	4814-219251	11/04/2025	CONTROL ARM ASSY. 2EA. - PATROL CAR #18-16	001-02-2035	208.22
O'REILLY AUTOMOTIVE INC	4814-219295	11/04/2025	OIL FILTER 1EA. - TRK #101 (PARK)	001-03-2006	11.89
O'REILLY AUTOMOTIVE INC	4814-219295	11/04/2025	1QT MOTOR OIL 7EA. - TRK #101 (PARK)	001-03-2006	90.93
O'REILLY AUTOMOTIVE INC	4814-219296	11/04/2025	1QT MOTOR OIL 1EA. - TRK #19 (WATER)	011-31-2006	7.39
O'REILLY AUTOMOTIVE INC	4814-219296	11/04/2025	5QT MOTOR OIL 1EA. - TRK #19 (WATER)	011-31-2006	36.95
O'REILLY AUTOMOTIVE INC	4814-219296	11/04/2025	OIL FILTER 1EA. - TRK #19 (WATER)	011-31-2006	10.19
O'REILLY AUTOMOTIVE INC	4814-219297	11/04/2025	OIL FILTER 1EA. - CAR #10 (ADMIN)	001-18-2035	4.41
O'REILLY AUTOMOTIVE INC	4814-219856	11/04/2025	OIL FILTER 1EA. - TRK #40 (PW)	001-03-2006	3.61
O'REILLY AUTOMOTIVE INC	4814-219856	11/04/2025	FUEL FILTER 1EA. - TRK #40 (PW)	001-03-2006	25.65
O'REILLY AUTOMOTIVE INC	4814-219856	11/04/2025	1GAL MOTOR OIL 3EA. - TRK #40 (PW)	001-03-2006	26.24
O'REILLY AUTOMOTIVE INC	4814-219856	11/04/2025	OIL FILTER 1EA. - TRK #40 (PW)	010-30-2006	3.61
O'REILLY AUTOMOTIVE INC	4814-219856	11/04/2025	1GAL MOTOR OIL 3EA. - TRK #40 (PW)	010-30-2006	26.24
O'REILLY AUTOMOTIVE INC	4814-219856	11/04/2025	FUEL FILTER 1EA. - TRK #40 (PW)	010-30-2006	25.65
O'REILLY AUTOMOTIVE INC	4814-219856	11/04/2025	FUEL FILTER 1EA. - TRK #40 (PW)	011-31-2006	25.65
O'REILLY AUTOMOTIVE INC	4814-219856	11/04/2025	OIL FILTER 1EA. - TRK #40 (PW)	011-31-2006	3.61
O'REILLY AUTOMOTIVE INC	4814-219856	11/04/2025	1GAL MOTOR OIL 3EA. - TRK #40 (PW)	011-31-2006	26.24
O'REILLY AUTOMOTIVE INC	4814-219856	11/04/2025	1GAL MOTOR OIL 3EA. - TRK #40 (PW)	021-41-2006	26.25
O'REILLY AUTOMOTIVE INC	4814-219856	11/04/2025	OIL FILTER 1EA. - TRK #40 (PW)	021-41-2006	3.61
O'REILLY AUTOMOTIVE INC	4814-219856	11/04/2025	FUEL FILTER 1EA. - TRK #40 (PW)	021-41-2006	25.64
O'REILLY AUTOMOTIVE INC	4814-219857	11/04/2025	FUEL / WATER SEPARATOR 1EA. - PW GENERATORS	010-30-2006	3.53
O'REILLY AUTOMOTIVE INC	4814-219857	11/04/2025	FUEL / WATER SEPARATOR 1EA. - PW GENERATORS	010-30-2006	3.03
O'REILLY AUTOMOTIVE INC	4814-219857	11/04/2025	CORE CHARGE (BATTERY 2EA.) - PW GENERATORS	010-30-2006	14.52
O'REILLY AUTOMOTIVE INC	4814-219857	11/04/2025	BATTERY 2EA. - PW GENERATORS	010-30-2006	91.86
O'REILLY AUTOMOTIVE INC	4814-219857	11/04/2025	OIL FILTER 1EA. - PW GENERATORS	010-30-2006	4.38
O'REILLY AUTOMOTIVE INC	4814-219857	11/04/2025	FUEL FILTER 1EA. - PW GENERATORS	010-30-2006	2.80
O'REILLY AUTOMOTIVE INC	4814-219857	11/04/2025	OIL FILTER 1EA. - PW GENERATORS	011-31-2006	4.38
O'REILLY AUTOMOTIVE INC	4814-219857	11/04/2025	FUEL / WATER SEPARATOR 1EA. - PW GENERATORS	011-31-2006	3.03
O'REILLY AUTOMOTIVE INC	4814-219857	11/04/2025	FUEL / WATER SEPARATOR 1EA. - PW GENERATORS	011-31-2006	3.53
O'REILLY AUTOMOTIVE INC	4814-219857	11/04/2025	CORE CHARGE (BATTERY 2EA.) - PW GENERATORS	011-31-2006	14.52
O'REILLY AUTOMOTIVE INC	4814-219857	11/04/2025	BATTERY 2EA. - PW GENERATORS	011-31-2006	91.86

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
O'REILLY AUTOMOTIVE INC	4814-219857	11/04/2025	FUEL FILTER 1EA. - PW GENERATORS	011-31-2006	2.80
O'REILLY AUTOMOTIVE INC	4814-219857	11/04/2025	FUEL FILTER 1EA. - PW GENERATORS	021-41-2006	2.88
O'REILLY AUTOMOTIVE INC	4814-219857	11/04/2025	FUEL / WATER SEPARATOR 1EA. - PW GENERATORS	021-41-2006	3.12
O'REILLY AUTOMOTIVE INC	4814-219857	11/04/2025	FUEL / WATER SEPARATOR 1EA. - PW GENERATORS	021-41-2006	3.64
O'REILLY AUTOMOTIVE INC	4814-219857	11/04/2025	OIL FILTER 1EA. - PW GENERATORS	021-41-2006	4.50
O'REILLY AUTOMOTIVE INC	4814-219857	11/04/2025	CORE CHARGE (BATTERY 2EA.) - PW GENERATORS	021-41-2006	14.96
O'REILLY AUTOMOTIVE INC	4814-219857	11/04/2025	BATTERY 2EA. - PW GENERATORS	021-41-2006	94.64
O'REILLY AUTOMOTIVE INC	4814-219878	11/04/2025	CREDIT: CORE RETURN (BATTERY 2EA.) - PW GENERATOR	010-30-2006	-14.52
O'REILLY AUTOMOTIVE INC	4814-219878	11/04/2025	CREDIT: CORE RETURN (BATTERY 2EA.) - PW GENERATOR	011-31-2006	-14.52
O'REILLY AUTOMOTIVE INC	4814-219878	11/04/2025	CREDIT: CORE RETURN (BATTERY 2EA.) - PW GENERATOR	021-41-2006	-14.96
O'REILLY AUTOMOTIVE INC	4814-220033	11/04/2025	CORE CHARGE (BATTERY) - TRENCHER (STREET DEPT.)	021-41-2006	22.00
O'REILLY AUTOMOTIVE INC	4814-220033	11/04/2025	BATTERY 1EA. - TRENCHER (STREET DEPT.)	021-41-2006	117.85
O'REILLY AUTOMOTIVE INC	4814-220033	11/04/2025	1 YR. TERMINAL PROTECTION (BATTERY) - TRENCHER	021-41-2006	3.49
O'REILLY AUTOMOTIVE INC	4814-220033	11/04/2025	CORE EXCHNG. (BATTERY) - TRENCHER (STREET DEPT.)	021-41-2006	-22.00
O'REILLY AUTOMOTIVE INC	4814-220131	11/04/2025	JB WELD TUBE 2EA. (STREET DEPT.)	021-41-2009	10.49
O'REILLY AUTOMOTIVE INC	4814-220241	11/04/2025	CORE CHARGE (ALTERNATOR) - PATROL CAR #02-17	001-02-2035	40.00
O'REILLY AUTOMOTIVE INC	4814-220241	11/04/2025	ALTERNATOR 1EA. - PATROL CAR #02-17	001-02-2035	270.26
O'REILLY AUTOMOTIVE INC	4814-220289	11/04/2025	CREDIT: CORE RETURN (ALTERNATOR) - CAR #02-17	001-02-2035	-40.00
O'REILLY AUTOMOTIVE INC	4814-220723	11/04/2025	CORE CHARGE (BATTERY) - TRK #41 (PARK)	001-03-2006	22.00
O'REILLY AUTOMOTIVE INC	4814-220723	11/04/2025	BATTERY 1EA. - TRK #41 (PARK)	001-03-2006	134.39
O'REILLY AUTOMOTIVE INC	4814-220723	11/04/2025	CORE EXCHANGE (BATTERY) - TRK #41 (PARK)	001-03-2006	-22.00
O'REILLY AUTOMOTIVE INC	4814-220746	11/04/2025	OIL FILTER 1 EA. - VAC TRAILER (SEWER)	010-30-2006	12.69
O'REILLY AUTOMOTIVE INC	4814-220746	11/04/2025	FUEL FILTER 1EA. - VAC TRAILER (SEWER)	010-30-2006	18.98
O'REILLY AUTOMOTIVE INC	4814-220746	11/04/2025	HD AIR FILTER 1EA. - VAC TRAILER (SEWER)	010-30-2006	18.74
O'REILLY AUTOMOTIVE INC	4814-220747	11/04/2025	DIESEL EXHAUST FLUID 2.5 GAL. 5EA. - PW SHOP	010-30-2009	16.81
O'REILLY AUTOMOTIVE INC	4814-220747	11/04/2025	DIESEL EXHAUST FLUID 2.5 GAL. 5EA. - PW SHOP	011-31-2009	16.81
O'REILLY AUTOMOTIVE INC	4814-220747	11/04/2025	DIESEL EXHAUST FLUID 2.5 GAL. 5EA. - PW SHOP	021-41-2009	17.33
O'REILLY AUTOMOTIVE INC	4814-220874	11/04/2025	WIPER BLADE 2EA. - TRK #41 (PARK)	001-03-2006	9.00
O'REILLY AUTOMOTIVE INC	4814-221031	11/04/2025	1GAL RV ANTIFREEZE 12EA. (PARK)	001-03-2009	83.88
O'REILLY AUTOMOTIVE INC	4814-221057	11/04/2025	OIL DRAIN PLUG 1 EA. - TRK #19 (WATER)	011-31-2006	5.60
O'REILLY AUTOMOTIVE INC	4814-222102	11/18/2025	STARTER CORE CHARGE 1EA. - TRK #24 (STREET)	021-41-2006	10.00

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
O'REILLY AUTOMOTIVE INC	4814-222102	11/18/2025	STARTER 1EA. - TRK #24 (STREET)	021-41-2006	212.47
O'REILLY AUTOMOTIVE INC	4814-222169	11/18/2025	J-B CLEAR WELD 1EA. (STREET)	021-41-2006	7.49
O'REILLY AUTOMOTIVE INC	4814-222760	11/18/2025	CREDIT: CORE RETURN (STARTER) - TRK #24	021-41-2006	-10.00
O'REILLY AUTOMOTIVE INC	4814-222783	11/18/2025	CORE CHARGE (BATTERY 2EA.) - TRK #56 (STREET)	021-41-2006	44.00
O'REILLY AUTOMOTIVE INC	4814-222783	11/18/2025	BATTERY 2EA. - TRK #56 (STREET)	021-41-2006	278.36
O'REILLY AUTOMOTIVE INC	4814-222783	11/18/2025	CORE EXCHANGE (BATTERY 2EA.) - TRK #56 (STREET)	021-41-2006	-44.00
O'REILLY AUTOMOTIVE INC	4814-223000	11/18/2025	BATTERY HOLD DOWN BOLT 1EA. - TRK #56 (STREET)	021-41-2006	7.49
Vendor O'RE2074 - O'REILLY AUTOMOTIVE INC Total:					3,009.97

Vendor: PBHO1246 - P B HOIDALE COMPANY INC

P B HOIDALE COMPANY INC	INV25226	11/04/2025	1 X 10" HARDWALL BREAKAWAY HOSE 1EA.	001-03-2006	13.74
P B HOIDALE COMPANY INC	INV25226	11/04/2025	1 X 10" HARDWALL BREAKAWAY HOSE 1EA.	010-30-2006	13.74
P B HOIDALE COMPANY INC	INV25226	11/04/2025	1 X 10" HARDWALL BREAKAWAY HOSE 1EA.	011-31-2006	13.74
P B HOIDALE COMPANY INC	INV25226	11/04/2025	1 X 10" HARDWALL BREAKAWAY HOSE 1EA.	021-41-2006	13.74
P B HOIDALE COMPANY INC	INV25105	11/18/2025	1" NON-RECONNECTABLE BREAKAWAY 1EA.	001-03-2006	33.59
P B HOIDALE COMPANY INC	INV25105	11/18/2025	3/4" X 9" GREEN HARDWALL BREAKAWAY HOSE 1EA.	001-03-2006	12.90
P B HOIDALE COMPANY INC	INV25105	11/18/2025	1.5" SPIN-ON FILTER 1EA.	001-03-2006	4.76
P B HOIDALE COMPANY INC	INV25105	11/18/2025	3/4" NON-RECONNECTABLE BREAKAWAY 1EA.	001-03-2006	14.64
P B HOIDALE COMPANY INC	INV25105	11/18/2025	2.25"X150' THERMAL VEEDER-ROOT PAPER 4EA.	001-03-2006	2.46
P B HOIDALE COMPANY INC	INV25105	11/18/2025	1" FLOW FILTER ELEMENT 1EA.	001-03-2006	3.98
P B HOIDALE COMPANY INC	INV25105	11/18/2025	1" TWO-PLANE SWIVEL 1EA.	001-03-2006	20.62
P B HOIDALE COMPANY INC	INV25105	11/18/2025	2.25"X150' THERMAL VEEDER-ROOT PAPER 4EA.	010-30-2006	2.46
P B HOIDALE COMPANY INC	INV25105	11/18/2025	1" FLOW FILTER ELEMENT 1EA.	010-30-2006	3.96
P B HOIDALE COMPANY INC	INV25105	11/18/2025	3/4" NON-RECONNECTABLE BREAKAWAY 1EA.	010-30-2006	14.63
P B HOIDALE COMPANY INC	INV25105	11/18/2025	1.5" SPIN-ON FILTER 1EA.	010-30-2006	4.76
P B HOIDALE COMPANY INC	INV25105	11/18/2025	3/4" X 9" GREEN HARDWALL BREAKAWAY HOSE 1EA.	010-30-2006	12.89
P B HOIDALE COMPANY INC	INV25105	11/18/2025	1" NON-RECONNECTABLE BREAKAWAY 1EA.	010-30-2006	33.59
P B HOIDALE COMPANY INC	INV25105	11/18/2025	1" TWO-PLANE SWIVEL 1EA.	010-30-2006	20.64
P B HOIDALE COMPANY INC	INV25105	11/18/2025	1.5" SPIN-ON FILTER 1EA.	011-31-2006	4.76
P B HOIDALE COMPANY INC	INV25105	11/18/2025	1" FLOW FILTER ELEMENT 1EA.	011-31-2006	3.96
P B HOIDALE COMPANY INC	INV25105	11/18/2025	1" TWO-PLANE SWIVEL 1EA.	011-31-2006	20.64
P B HOIDALE COMPANY INC	INV25105	11/18/2025	2.25"X150' THERMAL VEEDER-ROOT PAPER 4EA.	011-31-2006	2.46
P B HOIDALE COMPANY INC	INV25105	11/18/2025	3/4" X 9" GREEN HARDWALL BREAKAWAY HOSE 1EA.	011-31-2006	12.89
P B HOIDALE COMPANY INC	INV25105	11/18/2025	3/4" NON-RECONNECTABLE BREAKAWAY 1EA.	011-31-2006	14.63
P B HOIDALE COMPANY INC	INV25105	11/18/2025	1" NON-RECONNECTABLE BREAKAWAY 1EA.	011-31-2006	33.59
P B HOIDALE COMPANY INC	INV25105	11/18/2025	1" NON-RECONNECTABLE BREAKAWAY 1EA.	021-41-2006	33.59
P B HOIDALE COMPANY INC	INV25105	11/18/2025	1.5" SPIN-ON FILTER 1EA.	021-41-2006	4.76
P B HOIDALE COMPANY INC	INV25105	11/18/2025	1" TWO-PLANE SWIVEL 1EA.	021-41-2006	20.64
P B HOIDALE COMPANY INC	INV25105	11/18/2025	1" FLOW FILTER ELEMENT 1EA.	021-41-2006	3.96
P B HOIDALE COMPANY INC	INV25105	11/18/2025	2.25"X150' THERMAL VEEDER-ROOT PAPER 4EA.	021-41-2006	2.46

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
P B HOIDALE COMPANY INC	INV25105	11/18/2025	3/4" NON-RECONNECTABLE BREAKAWAY 1EA.	021-41-2006	14.63
P B HOIDALE COMPANY INC	INV25105	11/18/2025	3/4" X 9" GREEN HARDWALL BREAKAWAY HOSE 1EA.	021-41-2006	12.89
Vendor PBHO1246 - P B HOIDALE COMPANY INC Total:					426.70
Vendor: PACE2110 - PACE ANALYTICAL SERVICES INC					
PACE ANALYTICAL SERVICES I...	2560237186	11/18/2025	ANALYTICAL SERVICES	010-30-2040	1,065.60
Vendor PACE2110 - PACE ANALYTICAL SERVICES INC Total:					1,065.60
Vendor: JUST2109 - PAIGE HOWARD					
PAIGE HOWARD	23	11/03/2025	CLEANING SVCS. - OCT 2025 - PUBLIC WORKS	001-03-2004	264.00
PAIGE HOWARD	23	11/03/2025	CLEANING SVCS. - OCT 2025 - PUBLIC WORKS	001-20-2004	264.00
PAIGE HOWARD	23	11/03/2025	CLEANING SVCS. - OCT 2025 - PUBLIC WORKS	010-30-2004	264.00
PAIGE HOWARD	23	11/03/2025	CLEANING SVCS. - OCT 2025 - PUBLIC WORKS	011-31-2004	264.00
PAIGE HOWARD	23	11/03/2025	CLEANING SVCS. - OCT 2025 - PUBLIC WORKS	021-41-2004	264.00
Vendor JUST2109 - PAIGE HOWARD Total:					1,320.00
Vendor: PASS2128 - PASSIO TECHNOLOGIES LLC - CID 253					
PASSIO TECHNOLOGIES LLC - C...	CINV-100383	11/18/2025	PARAPLAN PRO MONTHLY SOFTWARE FEES	001-13-2040	70.56
PASSIO TECHNOLOGIES LLC - C...	CINV-101045	11/18/2025	PARAPLAN PRO MONTHLY SOFTWARE FEES	001-13-2040	70.56
Vendor PASS2128 - PASSIO TECHNOLOGIES LLC - CID 253 Total:					141.12
Vendor: POLY2195 - POLYDYNE INC.					
POLYDYNE INC.	1978590	11/18/2025	CLARIFLOC C-6266X POLYMER	010-30-2008	8,280.00
Vendor POLY2195 - POLYDYNE INC. Total:					8,280.00
Vendor: POST1317 - POSTALOCITY BY BROADSTROKE, INC.					
POSTALOCITY BY BROADSTRO...	11 03 2025 ACH	11/03/2025	POSTAL SVC. - OCT 2025	001-10-2040	1,970.07
POSTALOCITY BY BROADSTRO...	11 03 2025 ACH	11/03/2025	POSTAL SVC. - OCT 2025	010-30-2004	315.21
POSTALOCITY BY BROADSTRO...	11 03 2025 ACH	11/03/2025	POSTAL SVC. - OCT 2025	010-30-2011	433.41
POSTALOCITY BY BROADSTRO...	11 03 2025 ACH	11/03/2025	POSTAL SVC. - OCT 2025	011-31-2004	315.21
POSTALOCITY BY BROADSTRO...	11 03 2025 ACH	11/03/2025	POSTAL SVC. - OCT 2025	011-31-2011	906.23
Vendor POST1317 - POSTALOCITY BY BROADSTROKE, INC. Total:					3,940.13
Vendor: POWE2210 - POWER PLAY					
POWER PLAY	2662	11/04/2025	BRASS FULL CONE NOZZLE ASSY. WQMS 4EA. (POOL)	012-32-2006	620.00
POWER PLAY	2662	11/04/2025	FLAG STOPPER 2EA. (POOL)	012-32-2006	260.00
POWER PLAY	2662	11/04/2025	2.565" DIAMETER UHMWPE PISTON 1EA. (POOL)	012-32-2006	145.00
POWER PLAY	2662	11/04/2025	UHMWPE PISTON GUIDE 1EA. (POOL)	012-32-2006	65.00
POWER PLAY	2662	11/04/2025	SHIPPING	012-32-2006	65.00
POWER PLAY	2662	11/04/2025	1/4"-20UNC SHORT BRASS INSERT 2EA. (POOL)	012-32-2006	4.00
POWER PLAY	2662	11/04/2025	1/4" LOCK WASHER 6EA. (POOL)	012-32-2006	3.00
POWER PLAY	2662	11/04/2025	1/4"-20 SECURITY BUTTON CAP SCREW 4EA. (POOL)	012-32-2006	3.00
POWER PLAY	2662	11/04/2025	1/4"-20UNC SECURITY BUTTON HEAD SCREW 2EA. (POOL)	012-32-2006	2.50
Vendor POWE2210 - POWER PLAY Total:					1,167.50
Vendor: POWE2214 - POWERPLAN					
POWERPLAN	1332012	11/04/2025	TOOTH 8EA. - JD LOADER TEETH BUCKET (STREET)	021-41-2006	524.24
POWERPLAN	1332012	11/04/2025	LOCK 16EA. - JD LOADER TEETH BUCKET (STREET)	021-41-2006	76.64

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
POWERPLAN	1332012	11/04/2025	PIN FASTEN 8EA. - JD LOADER TEETH BUCKET (STREET)	021-41-2006	160.40
Vendor POWE2214 - POWERPLAN Total:					761.28
Vendor: PRIC2232 - PRICHARD ANIMAL HOSPITAL PA					
PRICHARD ANIMAL HOSPITAL ... 9193		11/18/2025	CANINE GASTROENTERIC MEDS 11/05/2025	001-02-2047	112.99
Vendor PRIC2232 - PRICHARD ANIMAL HOSPITAL PA Total:					112.99
Vendor: PROF2109 - PROFESSIONAL ENGINEERING CONSULTANTS					
PROFESSIONAL ENGINEERING... 459658		11/04/2025	PROJECT: 2025 STREET IMPROVEMENTS	097-66-3001	1,150.00
PROFESSIONAL ENGINEERING... 535722		11/04/2025	PROJECT: SANDY AVE./A STREET WATERLINE RPLCMNT.	011-31-2040	9,570.00
PROFESSIONAL ENGINEERING... 535755		11/04/2025	PROJECT: NEW WELL LOCATION INVESTIGATION	011-31-2040	1,240.00
PROFESSIONAL ENGINEERING... 535786		11/04/2025	PROJECT: LAKEFIELD ADDITION - PAVING	088-66-3041	34,100.00
PROFESSIONAL ENGINEERING... 535787		11/04/2025	PROJECT: LAKEFIELD ADDITION - STORMWATER DRAIN	088-66-3040	57,350.00
PROFESSIONAL ENGINEERING... 535788		11/04/2025	PROJECT: LAKEFIELD ADDITION - SANITARY SEWER	088-66-3003	43,575.00
PROFESSIONAL ENGINEERING... 535789		11/04/2025	PROJECT: LAKEFIELD ADDITION - WATER DISTRIB.	088-66-3039	31,700.00
PROFESSIONAL ENGINEERING... 535804		11/04/2025	MONTHLY RETAINER - CITY ENGINEER	010-30-2040	66.68
PROFESSIONAL ENGINEERING... 535804		11/04/2025	MONTHLY RETAINER - CITY ENGINEER	011-31-2040	66.66
PROFESSIONAL ENGINEERING... 535804		11/04/2025	MONTHLY RETAINER - CITY ENGINEER	021-41-2040	66.66
Vendor PROF2109 - PROFESSIONAL ENGINEERING CONSULTANTS Total:					178,885.00
Vendor: PYEB2269 - PYE BARKER FIRE & SAFETY, LLC.					
PYE BARKER FIRE & SAFETY, L... IV00815798		11/18/2025	REPORT FEE	001-12-2040	42.00
PYE BARKER FIRE & SAFETY, L... IV00815798		11/18/2025	ANNUAL FIRE EXT. INSP. 11/05/2025 - SR. CNTR.	001-12-2040	25.00
PYE BARKER FIRE & SAFETY, L... IV00815798		11/18/2025	GUARDIAN FIRE SUPP. BATTERY 9-VOLT 1EA.	001-12-2040	18.00
PYE BARKER FIRE & SAFETY, L... IV00815798		11/18/2025	KITCHEN FIRE SYS. INSP. 11/05/2025 - SR. CNTR.	001-12-2040	90.00
PYE BARKER FIRE & SAFETY, L... IV00815798		11/18/2025	DISPATCH & COMPLIANCE FEE	001-12-2040	65.00
Vendor PYEB2269 - PYE BARKER FIRE & SAFETY, LLC. Total:					240.00
Vendor: QUIL2281 - QUILL CORPORATION					
QUILL CORPORATION	44300489	11/10/2025	BIC WITE-OUT CORRECTION TAPE 4/PK 4EA. (PD)	001-02-2004	26.48
QUILL CORPORATION	44300489	11/10/2025	QUILL MANILA FASTENER FOLDERS 2 BX. (COURT)	001-06-2004	151.06
Vendor QUIL2281 - QUILL CORPORATION Total:					177.54
Vendor: REDE2328 - RED EQUIPMENT, LLC.					
RED EQUIPMENT, LLC.	P02297	11/04/2025	OUTBOUND FREIGHT CHARGE	021-41-2006	18.02
RED EQUIPMENT, LLC.	P02297	11/04/2025	INSIDE CABLE 2EA. - RAVO STREET SWEEPER	021-41-2006	143.40
Vendor REDE2328 - RED EQUIPMENT, LLC. Total:					161.42
Vendor: REDA2210 - REDAX EQUIPMENT SOLUTIONS, LLC					
REDAX EQUIPMENT Solutio... BUS397-C423-INV1		11/18/2025	MBM 4203 SHREDDER (POLICE DEPT.)	001-02-2004	249.50
Vendor REDA2210 - REDAX EQUIPMENT SOLUTIONS, LLC Total:					249.50
Vendor: REDA3038 - REDAX					
REDAX	18397	11/04/2025	SHREDDING SERVICES 10/16/2025	001-01-2012	50.00
REDAX	18830	11/18/2025	SHREDDING SERVICES 11/13/2025	001-01-2012	50.00
Vendor REDA3038 - REDAX Total:					100.00

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: RYAN1904 - RYAN CRAIG					
RYAN CRAIG	11 04 2025 A	11/04/2025	REFEREE TT NINJAS 1 HR. 10/27/2025	030-50-1250	10.00
RYAN CRAIG	11 04 2025 B	11/04/2025	REFEREE SOCCER 3 HRS. 11/01/2025	030-50-1250	54.00
Vendor RYAN1904 - RYAN CRAIG Total:					64.00
Vendor: SALI2444 - SALISBURY SUPPLY CO INC					
SALISBURY SUPPLY CO INC	419495	11/04/2025	4'X50' ORANGE PLASTIC SAFETY FENCE 3EA. (STREET)	021-41-2009	140.52
SALISBURY SUPPLY CO INC	420004	11/04/2025	4'X50' PLASTIC SAFETY FENCE 5EA. (FALL FEST)	058-50-2009	234.20
Vendor SALI2444 - SALISBURY SUPPLY CO INC Total:					374.72
Vendor: SAMA0180 - SAM ARNOLD					
SAM ARNOLD	NOV 2025	11/03/2025	CELL PHONE REIMBURSEMENT	001-21-2002	35.00
Vendor SAMA0180 - SAM ARNOLD Total:					35.00
Vendor: SAMS2448 - SAM'S CLUB/SYNCHRONY BANK					
SAM'S CLUB/SYNCHRONY BA...	OCT 2025	11/10/2025	MONTHLY SUPPLIES - OC...	001-03-2009	12.49
SAM'S CLUB/SYNCHRONY BA...	OCT 2025	11/10/2025	MONTHLY SUPPLIES - OC...	001-12-2009	184.94
SAM'S CLUB/SYNCHRONY BA...	OCT 2025	11/10/2025	MONTHLY SUPPLIES - OC...	001-12-2012	404.68
SAM'S CLUB/SYNCHRONY BA...	OCT 2025	11/10/2025	MONTHLY SUPPLIES - OC...	010-30-2009	12.49
SAM'S CLUB/SYNCHRONY BA...	OCT 2025	11/10/2025	MONTHLY SUPPLIES - OC...	011-31-2009	12.49
SAM'S CLUB/SYNCHRONY BA...	OCT 2025	11/10/2025	MONTHLY SUPPLIES - OC...	021-41-2009	12.49
SAM'S CLUB/SYNCHRONY BA...	OCT 2025	11/10/2025	MONTHLY SUPPLIES - OC...	030-50-2031	148.84
SAM'S CLUB/SYNCHRONY BA...	OCT 2025	11/10/2025	MONTHLY SUPPLIES - OC...	030-50-2092	70.84
SAM'S CLUB/SYNCHRONY BA...	OCT 2025	11/10/2025	MONTHLY SUPPLIES - OC...	030-50-2094	1,997.28
SAM'S CLUB/SYNCHRONY BA...	OCT 2025	11/10/2025	INTEREST / PROCESSING FEE	030-50-2094	162.71
SAM'S CLUB/SYNCHRONY BA...	OCT 2025	11/10/2025	MONTHLY SUPPLIES - OC...	058-50-2009	38.88
SAM'S CLUB/SYNCHRONY BA...	OCT 2025	11/10/2025	MONTHLY SUPPLIES - OC...	058-50-2012	577.67
SAM'S CLUB/SYNCHRONY BA...	OCT 2025	11/10/2025	MONTHLY SUPPLIES - OC...	092-66-3001	775.60
Vendor SAMS2448 - SAM'S CLUB/SYNCHRONY BANK Total:					4,411.40
Vendor: SEAN2376 - SEAN RINEHART					
SEAN RINEHART	NOV 2025	11/03/2025	CELL PHONE REIMBURSEMENT	010-30-2002	11.67
SEAN RINEHART	NOV 2025	11/03/2025	CELL PHONE REIMBURSEMENT	011-31-2002	11.67
SEAN RINEHART	NOV 2025	11/03/2025	CELL PHONE REIMBURSEMENT	021-41-2002	11.66
Vendor SEAN2376 - SEAN RINEHART Total:					35.00
Vendor: SEDG2506 - SEDGWICK COUNTY ELECTRIC COOP					
SEDGWICK COUNTY ELECTRIC ...	OCT 2025 - ACCT. 225000	11/18/2025	MONTHLY ELECTRIC SVCS. - WEST WELL	011-31-2003	870.94
SEDGWICK COUNTY ELECTRIC ...	OCT 2025 - ACCT. 230500	11/18/2025	MONTHLY ELECTRIC SVCS. - EAST WELL	011-31-2003	893.15
Vendor SEDG2506 - SEDGWICK COUNTY ELECTRIC COOP Total:					1,764.09
Vendor: SEDG2214 - SEDGWICK COUNTY REGIONAL FORENSIC SCIENCE CENTER					
SEDGWICK COUNTY REGIONAL..	11 18 2025	11/18/2025	RESTITUTION: CASE #2025/0326 (K. JILKA)	001-00-5059	400.00
Vendor SEDG2214 - SEDGWICK COUNTY REGIONAL FORENSIC SCIENCE CENTER Total:					400.00
Vendor: SEDG2500 - SEDGWICK COUNTY					
SEDGWICK COUNTY	OCT 2025	11/17/2025	OCT 2025 PRISONER HOUSING - 16 HRS.	001-06-3066	45.60
Vendor SEDG2500 - SEDGWICK COUNTY Total:					45.60
Vendor: SELE1491 - SELECT MECHANICAL, LLC					
SELECT MECHANICAL, LLC	4916	11/04/2025	HVAC SERVICES 10/14/2025 - HAC	030-50-2025	962.00
SELECT MECHANICAL, LLC	5011	11/18/2025	HVAC / BOILER SERVICES 10/14/2025 - LIBRARY	001-09-2048	1,068.00
SELECT MECHANICAL, LLC	5011	11/18/2025	MATERIALS: MISC. FILTERS	001-09-2048	152.00
Vendor SELE1491 - SELECT MECHANICAL, LLC Total:					2,182.00

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: STAN2643 - STANDARD INSURANCE COMPANY					
STANDARD INSURANCE COM...	11 13 2025	11/13/2025	PAYROLL DEDUCTION OPTIONAL GROUP LIFE INSURANCE	001-00-2066	591.91
Vendor STAN2643 - STANDARD INSURANCE COMPANY Total:					591.91
Vendor: STRE2098 - STREET SMART RENTALS, LLC					
STREET SMART RENTALS, LLC	1733840	11/04/2025	G3 MAIN WIRE HARNESS 1EA. (PD PORTABLE MSG SIGN)	001-02-2006	316.56
STREET SMART RENTALS, LLC	1822620	11/04/2025	KIT PB-COMM BOARD 1EA. (PD PORTABLE MSG SIGN)	001-02-2006	505.56
Vendor STRE2098 - STREET SMART RENTALS, LLC Total:					822.12
Vendor: SUPE2702 - SUPERIOR RUBBER STAMP & SEAL					
SUPERIOR RUBBER STAMP & ...	140987	11/18/2025	1 1/2" X 9" NAMEPLATE 1EA. - E. MYERS (COUNCIL)	001-18-2004	9.60
SUPERIOR RUBBER STAMP & ...	140987	11/18/2025	1 1/2" X 9" NAMEPLATE 1EA. - C. CLOTHIER (COUNCIL)	001-18-2004	9.60
SUPERIOR RUBBER STAMP & ...	140987	11/18/2025	POSTAGE	001-18-2004	7.00
SUPERIOR RUBBER STAMP & ...	140987	11/18/2025	1 1/2" X 9" NAMEPLATE 1EA. - D. WALTERS (COUNCIL)	001-18-2004	9.60
Vendor SUPE2702 - SUPERIOR RUBBER STAMP & SEAL Total:					35.80
Vendor: TIME2785 - TIMES-SENTINEL NEWSPAPERS					
TIMES-SENTINEL NEWSPAPERS	68406	11/04/2025	PUBLIC HEARING: IND. REVENUE BONDS 10/23/2025	001-01-2014	139.75
TIMES-SENTINEL NEWSPAPERS	68703	11/18/2025	BID TOUR #1: CDBG GRANT 11/06/2025	092-66-3001	198.88
Vendor TIME2785 - TIMES-SENTINEL NEWSPAPERS Total:					338.63
Vendor: TIRE2787 - TIRE DEALERS WAREHOUSE					
TIRE DEALERS WAREHOUSE	325-883715	11/04/2025	205/75R15 ECOPATH ST TIRE 2EA. - MOWER TRLR (PARK)	001-03-2006	131.94
TIRE DEALERS WAREHOUSE	325-883715	11/04/2025	8-14.5/14TU ZEEMAX TIRE 1EA. - 50KW GEN. TRLR (PW)	010-30-2006	23.61
TIRE DEALERS WAREHOUSE	325-883715	11/04/2025	8-14.5/14TU ZEEMAX TIRE 1EA. - 50KW GEN. TRLR (PW)	011-31-2006	23.61
TIRE DEALERS WAREHOUSE	325-883715	11/04/2025	8-14.5/14TU ZEEMAX TIRE 1EA. - 50KW GEN. TRLR (PW)	021-41-2006	23.63
Vendor TIRE2787 - TIRE DEALERS WAREHOUSE Total:					202.79
Vendor: TRAC2068 - TRACE VAN ASDALE					
TRACE VAN ASDALE	11 04 2025 A	11/04/2025	REFEREE TT NINJAS 1 HR. 11/03/2025	030-50-1250	15.00
Vendor TRAC2068 - TRACE VAN ASDALE Total:					15.00
Vendor: TRAC2804 - TRACY ELECTRIC INC					
TRACY ELECTRIC INC	1715D	11/18/2025	S/C 5/17 - 07/28/2025 WIN911 SYSTEM CHECK	010-30-2006	943.50
TRACY ELECTRIC INC	1715D	11/18/2025	S/C 5/17 - 07/28/2025 WIN911 SYSTEM CHECK	011-31-2006	943.50
Vendor TRAC2804 - TRACY ELECTRIC INC Total:					1,887.00
Vendor: TRAF2805 - TRAFFIC CONTROL SERVICES INC					
TRAFFIC CONTROL SERVICES I...	37360	11/04/2025	TRAFFIC CONTROL SERVICES - HAYSVILLE FALL FEST	001-02-2047	575.00
Vendor TRAF2805 - TRAFFIC CONTROL SERVICES INC Total:					575.00
Vendor: TRIM2822 - TRIMARK, INC					
TRIMARK, INC	7664	11/18/2025	COUNTRY LAKES PARK RULES SIGN 24 X 24" 1EA.	051-66-3001	373.00
Vendor TRIM2822 - TRIMARK, INC Total:					373.00
Vendor: TYLE2836 - TYLER TECHNOLOGIES, INC.					
TYLER TECHNOLOGIES, INC.	CI100-00229226	11/18/2025	TYLER UNIVERSITY - ACCESS FEES	001-10-2040	2,432.00
TYLER TECHNOLOGIES, INC.	CI100-00229226	11/18/2025	CORE FINANCIALS - MAINTENANCE FEES	001-10-2040	6,192.11

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
TYLER TECHNOLOGIES, INC.	CI100-00229226	11/18/2025	BENEFITS ENROLLMENT - MAINTENANCE FEES	001-10-2040	2,648.37
TYLER TECHNOLOGIES, INC.	CI100-00229226	11/18/2025	EPSON THERMAL RECEIPT PRINTER - MAINTENANCE FEES	001-10-2040	245.63
TYLER TECHNOLOGIES, INC.	CI100-00229226	11/18/2025	SERVICE ORDERS (MOBILE) - MAINTENANCE FEES	001-10-2040	442.38
TYLER TECHNOLOGIES, INC.	CI100-00229226	11/18/2025	LICENSING - ACCESS FEES	001-10-2040	1,200.00
TYLER TECHNOLOGIES, INC.	CI100-00229226	11/18/2025	UTILITY BILLING (WATER/GAS) - MAINTENANCE FEES	001-10-2040	5,602.28
TYLER TECHNOLOGIES, INC.	CI100-00229226	11/18/2025	PERMITTING - ACCESS FEES	001-10-2040	1,200.00
TYLER TECHNOLOGIES, INC.	CI100-00229226	11/18/2025	PROJECT ACCOUNTING - MAINTENANCE FEES	001-10-2040	1,297.64
TYLER TECHNOLOGIES, INC.	CI100-00229226	11/18/2025	LICENSING - MAINTENANCE FEES	001-10-2040	1,378.13
TYLER TECHNOLOGIES, INC.	CI100-00229226	11/18/2025	INVENTROY CONTROL - MAINTENANCE FEES	001-10-2040	1,460.43
TYLER TECHNOLOGIES, INC.	CI100-00229226	11/18/2025	PERMITTING - MAINTENANCE FEES	001-10-2040	1,515.94
TYLER TECHNOLOGIES, INC.	CI100-00229226	11/18/2025	FIXED ASSETS - MAINTENANCE FEES	001-10-2040	657.08
TYLER TECHNOLOGIES, INC.	CI100-00229226	11/18/2025	SYMBOL BAR CODE SCANNER - MAINTENANCE FEES	001-10-2040	84.70
TYLER TECHNOLOGIES, INC.	CI100-00229226	11/18/2025	HR MANAGEMENT - MAINTENANCE FEES	001-10-2040	6,192.11
TYLER TECHNOLOGIES, INC.	CI100-00229226	11/18/2025	PURCHASING - MAINTENANCE FEES	001-10-2040	1,557.17
TYLER TECHNOLOGIES, INC.	CI100-00229226	11/18/2025	ACCOUNTS RECEIVABLE - MAINTENANCE FEES	001-10-2040	1,622.05
TYLER TECHNOLOGIES, INC.	CI100-00229226	11/18/2025	UTILITY BILLING - ACCESS FEES	001-10-2040	2,117.00
TYLER TECHNOLOGIES, INC.	CI100-00229226	11/18/2025	METER DATA SYNC W/SCHED. - MAINTENANCE FEES	001-10-2040	2,654.27
TYLER TECHNOLOGIES, INC.	CI100-00229226	11/18/2025	EMPLOYEE ACCESS PRO (TIME & ATTEND) - SUBSCRIPTION	001-10-2040	5,518.22
TYLER TECHNOLOGIES, INC.	CI100-00229226	11/18/2025	INSPECTIONS (MOBILE) - MAINTENANCE FEES	001-10-2040	1,736.44
TYLER TECHNOLOGIES, INC.	CI100-00229226	11/18/2025	CASHIERING - MAINTENANCE FEES	001-10-2040	1,769.51
TYLER TECHNOLOGIES, INC.	CI100-00229226	11/18/2025	CONTENT MANAGER CORE - MAINTENANCE FEES	001-10-2040	2,109.26
Vendor TYLE2836 - TYLER TECHNOLOGIES, INC. Total:					51,632.72
Vendor: UNDE2855 - UNDERGROUND VAULTS & STORAGE					
UNDERGROUND VAULTS & ST...	A015529	11/18/2025	MICROSOFT 365 BUSINESS BASIC	001-21-2040	504.00
UNDERGROUND VAULTS & ST...	A015529	11/18/2025	MICROSOFT 365 BUSINESS STANDARD	001-21-2040	175.00
UNDERGROUND VAULTS & ST...	A015530	11/18/2025	MICROSOFT POWER AUTOMATE	001-21-2040	15.00
Vendor UNDE2855 - UNDERGROUND VAULTS & STORAGE Total:					694.00
Vendor: UNIT2868 - UNITED WAY OF THE PLAINS					
UNITED WAY OF THE PLAINS	11 13 2025	11/13/2025	PAYROLL DEDUCTION UNITED WAY	001-00-2056	117.38
UNITED WAY OF THE PLAINS	11 26 2025	11/26/2025	PAYROLL DEDUCTION UNITED WAY	001-00-2056	77.50
Vendor UNIT2868 - UNITED WAY OF THE PLAINS Total:					194.88
Vendor: USAB2887 - USA BLUE BOOK					
USA BLUE BOOK	INV00870047	11/18/2025	12" KNIPEX COBRA GRIPPING PLIERS 1EA. (WATER)	011-31-2012	61.75
USA BLUE BOOK	INV00870047	11/18/2025	CORP SOCKET 1EA. (WATER)	011-31-2012	89.24
USA BLUE BOOK	INV00879100	11/18/2025	AL OFFSET CHEATER PIPE WRENCH 1EA. (WATER)	011-31-2012	164.97
Vendor USAB2887 - USA BLUE BOOK Total:					315.96

AP Summary of Expenditures

Payment Dates: 11/1/2025 - 11/30/2025

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: VERI2920 - VERIZON WIRELESS					
VERIZON WIRELESS	6126835198	11/03/2025	WIRELESS SVCS. - POLICE DEPT.	001-02-2040	521.67
VERIZON WIRELESS	6127395489	11/10/2025	316-529-2461 HAYSVILLE CHAMBER PHONE	001-00-5013	41.55
VERIZON WIRELESS	6127395489	11/10/2025	316-670-7651 MI-FI XPRO - HAYSVILLE CHAMBER	001-00-5013	40.01
VERIZON WIRELESS	6127395489	11/10/2025	316-680-3572 PARK SPRVSR. IPHONE	001-03-2002	41.55
VERIZON WIRELESS	6127395489	11/10/2025	316-285-8133 PLANNING/ZONING JETPACK	001-04-2004	40.01
VERIZON WIRELESS	6127395489	11/10/2025	316-322-5433 TRANSIT SYSTEM IPAD #3	001-13-2004	40.01
VERIZON WIRELESS	6127395489	11/10/2025	316-755-6738 TRANSIT SYSTEM IPAD #2	001-13-2004	40.01
VERIZON WIRELESS	6127395489	11/10/2025	316-612-7023 TRANSIT SYSTEM PHONE	001-13-2004	41.55
VERIZON WIRELESS	6127395489	11/10/2025	316-249-4879 CODE ENFORCEMENT IPAD	001-20-2002	40.01
VERIZON WIRELESS	6127395489	11/10/2025	316-358-8376 INSPECTION IPAD	001-20-2002	40.01
VERIZON WIRELESS	6127395489	11/10/2025	316-680-8909 CITY INSPECTOR IPHONE	001-20-2002	41.55
VERIZON WIRELESS	6127395489	11/10/2025	316-617-7696 PW DIRECTOR IPAD	010-30-2002	13.33
VERIZON WIRELESS	6127395489	11/10/2025	316-369-0403 GIS ADMIN. IPAD	010-30-2002	13.33
VERIZON WIRELESS	6127395489	11/10/2025	316-402-8459 MECHANIC IPAD	010-30-2002	143.21
VERIZON WIRELESS	6127395489	11/10/2025	316-680-5246 WASTEWATER SPRVSR. IPHONE	010-30-2002	41.55
VERIZON WIRELESS	6127395489	11/10/2025	316-932-2708 SEWER OPERATOR IPAD	010-30-2002	40.01
VERIZON WIRELESS	6127395489	11/10/2025	316-680-7976 SEWER OPERATOR IPAD	010-30-2002	40.01
VERIZON WIRELESS	6127395489	11/10/2025	316-680-5785 SEWER OPERATOR IPAD	010-30-2002	40.01
VERIZON WIRELESS	6127395489	11/10/2025	316-680-0343 SEWER OPERATOR IPAD	010-30-2002	40.01
VERIZON WIRELESS	6127395489	11/10/2025	312-243-6380 SEWER IPAD	010-30-2002	40.01
VERIZON WIRELESS	6127395489	11/10/2025	316-204-1185 SEWER ON CALL PHONE	010-30-2002	51.55
VERIZON WIRELESS	6127395489	11/10/2025	316-680-6809 PW DIRECTOR IPHONE	010-30-2002	13.85
VERIZON WIRELESS	6127395489	11/10/2025	316-208-6054 PW ASST DIRECTOR PHONE	010-30-2002	25.77
VERIZON WIRELESS	6127395489	11/10/2025	316-867-8569 PW DIRECTOR IPHONE	010-30-2002	13.33
VERIZON WIRELESS	6127395489	11/10/2025	316-680-0116 ELECTRICIAN IPAD	010-30-2002	13.33
VERIZON WIRELESS	6127395489	11/10/2025	316-213-0665 M8800 JETPACK (SHARED)	010-30-2002	13.33
VERIZON WIRELESS	6127395489	11/10/2025	316-680-8406 WATER OPERATOR IPAD	011-31-2002	40.01
VERIZON WIRELESS	6127395489	11/10/2025	316-391-9668 WATER TOWER MODEM	011-31-2002	40.01
VERIZON WIRELESS	6127395489	11/10/2025	316-358-8146 WATER IPAD	011-31-2002	40.01
VERIZON WIRELESS	6127395489	11/10/2025	316-680-8135 WATER OPERATOR IPAD	011-31-2002	440.00
VERIZON WIRELESS	6127395489	11/10/2025	316-867-8569 PW DIRECTOR IPHONE	011-31-2002	13.34
VERIZON WIRELESS	6127395489	11/10/2025	316-213-0665 M8800 JETPACK (SHARED)	011-31-2002	13.34
VERIZON WIRELESS	6127395489	11/10/2025	316-369-0403 GIS ADMIN. IPAD	011-31-2002	13.34

AP Summary of Expenditures

Payment Dates: 11/1/2025 - 11/30/2025

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
VERIZON WIRELESS	6127395489	11/10/2025	316-208-6054 PW ASST DIRECTOR PHONE	011-31-2002	25.78
VERIZON WIRELESS	6127395489	11/10/2025	316-680-8441 WATER OPERATOR IPAD	011-31-2002	40.01
VERIZON WIRELESS	6127395489	11/10/2025	316-680-0116 ELECTRICIAN IPAD	011-31-2002	13.34
VERIZON WIRELESS	6127395489	11/10/2025	316-680-6809 PW DIRECTOR IPHONE	011-31-2002	13.85
VERIZON WIRELESS	6127395489	11/10/2025	316-680-6896 WATER SPRVSR. IPHONE	011-31-2002	41.55
VERIZON WIRELESS	6127395489	11/10/2025	316-402-8459 MECHANIC IPAD	011-31-2002	143.21
VERIZON WIRELESS	6127395489	11/10/2025	316-210-3238 WATER ON CALL PHONE	011-31-2002	51.55
VERIZON WIRELESS	6127395489	11/10/2025	316-617-7696 PW DIRECTOR IPAD	011-31-2002	13.34
VERIZON WIRELESS	6127395489	11/10/2025	316-680-9005 WATER OPERATOR IPAD	011-31-2002	40.01
VERIZON WIRELESS	6127395489	11/10/2025	316-680-4249 STREET SPRVSR. IPHONE	021-41-2002	41.55
VERIZON WIRELESS	6127395489	11/10/2025	316-213-0665 M8800 JETPACK (SHARED)	021-41-2002	13.34
VERIZON WIRELESS	6127395489	11/10/2025	316-402-8459 MECHANIC IPAD	021-41-2002	143.26
VERIZON WIRELESS	6127395489	11/10/2025	316-867-8569 PW DIRECTOR IPHONE	021-41-2002	13.34
VERIZON WIRELESS	6127395489	11/10/2025	316-680-0116 ELECTRICIAN IPAD	021-41-2002	13.34
VERIZON WIRELESS	6127395489	11/10/2025	316-617-7696 PW DIRECTOR IPAD	021-41-2002	13.34
VERIZON WIRELESS	6127395489	11/10/2025	316-369-0403 GIS ADMIN. IPAD	021-41-2002	13.34
VERIZON WIRELESS	6127395489	11/10/2025	316-680-6809 PW DIRECTOR IPHONE	021-41-2002	13.85
VERIZON WIRELESS	6127395489	11/10/2025	316-655-9871 LATCHKEY - REX ELEM.	030-50-2094	41.55
VERIZON WIRELESS	6127395489	11/10/2025	316-655-9867 LATCHKEY - FREEMAN ELEM.	030-50-2094	41.55
VERIZON WIRELESS	6127395489	11/10/2025	316-655-9869 LATCHKEY - RUTH CLARK ELEM.	030-50-2094	41.55
VERIZON WIRELESS	6127395489	11/10/2025	316-655-9868 LATCHKEY - NELSON ELEM.	030-50-2094	41.55
VERIZON WIRELESS	6127395489	11/10/2025	316-558-1045 LATCHKEY - PRAIRIE ELEM.	030-50-2094	41.55
VERIZON WIRELESS	6127395489	11/10/2025	316-655-9870 LATCHKEY - OATVILLE ELEM.	030-50-2094	41.55
Vendor VERI2920 - VERIZON WIRELESS Total:					2,967.91

Vendor: WAGS1735 - WAGS SWAG

WAGS SWAG	1003115	11/04/2025	EMBROIDERY SVCS.: CARDIGAN, XLG 5EA. (MULTI DEPT)	001-01-2004	41.00
WAGS SWAG	1003115	11/04/2025	EMBROIDERY SVCS.: CARDIGAN, SMALL 1EA. (CITY CLRK)	001-01-2004	41.00
WAGS SWAG	1003115	11/04/2025	EMBROIDERY SVCS.: CARDIGAN, MED 6EA. (ADMIN/CITY)	001-01-2004	205.00
WAGS SWAG	1003115	11/04/2025	EMBROIDERY SVCS.: CARDIGAN, LRG 6EA. (MULTI DEPT)	001-01-2004	41.00
WAGS SWAG	1003115	11/04/2025	EMBROIDERY SVCS.: CARDIGAN, 3XL 4EA. (ADMIN/PD)	001-02-2004	46.00
WAGS SWAG	1003115	11/04/2025	EMBROIDERY SVCS.: CARDIGAN, LRG 6EA. (MULTI DEPT)	001-02-2004	123.00

AP Summary of Expenditures

Payment Dates: 11/1/2025 - 11/30/2025

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
WAGS SWAG	1003115	11/04/2025	EMBROIDERY SVCS.: CARDIGAN, XLG 5EA. (MULTI DEPT)	001-02-2004	123.00
WAGS SWAG	1003115	11/04/2025	EMBROIDERY SVCS.: CARDIGAN, XLG 5EA. (MULTI DEPT)	001-18-2004	41.00
WAGS SWAG	1003115	11/04/2025	EMBROIDERY SVCS.: CARDIGAN, MED 6EA. (ADMIN/CITY)	001-18-2004	41.00
WAGS SWAG	1003115	11/04/2025	EMBROIDERY SVCS.: CARDIGAN, LRG 6EA. (MULTI DEPT)	001-18-2004	41.00
WAGS SWAG	1003115	11/04/2025	EMBROIDERY SVCS.: CARDIGAN, 3XL 4EA. (ADMIN/PD)	001-18-2004	138.00
WAGS SWAG	1003115	11/04/2025	EMBROIDERY SVCS.: CARDIGAN, LRG 6EA. (MULTI DEPT)	010-30-2016	13.67
WAGS SWAG	1003115	11/04/2025	EMBROIDERY SVCS.: CARDIGAN, LRG 6EA. (MULTI DEPT)	011-31-2016	13.67
WAGS SWAG	1003115	11/04/2025	EMBROIDERY SVCS.: CARDIGAN, LRG 6EA. (MULTI DEPT)	021-41-2016	13.66
Vendor WAGS1735 - WAGS SWAG Total:					922.00

Vendor: WAST2962 - WASTE CONNECTIONS OF KANSAS, INC.

WASTE CONNECTIONS OF KA...	OCT 2025	11/04/2025	MONTHLY TRASH SVC. - 706 SARAH LN. (RIGGS)	001-03-2012	399.71
WASTE CONNECTIONS OF KA...	OCT 2025	11/04/2025	MONTHLY TRASH SVC. - 200 W. GRAND (CITY HALL)	001-09-2040	119.55
WASTE CONNECTIONS OF KA...	OCT 2025	11/04/2025	MONTHLY TRASH SVC. - 130 E. 2ND ST. (COMM BLD)	001-09-2040	206.39
WASTE CONNECTIONS OF KA...	OCT 2025	11/04/2025	MONTHLY TRASH SVC. - 105 N. MAIN (VICKERS)	001-09-2079	14.77
WASTE CONNECTIONS OF KA...	OCT 2025	11/04/2025	MONTHLY TRASH SVC. - 160 E KARLA (SR CNTR)	001-12-2003	389.44
WASTE CONNECTIONS OF KA...	OCT 2025	11/04/2025	MONTHLY TRASH SVC. - 428 S. JANE (ROLL OFF)	010-30-2040	10,530.95
WASTE CONNECTIONS OF KA...	OCT 2025	11/04/2025	MONTHLY TRASH SVC. - 428 S. JANE (PW)	010-30-2040	84.79
WASTE CONNECTIONS OF KA...	OCT 2025	11/04/2025	MONTHLY TRASH SVC. - 200 W. GRAND (CITY HALL)	010-30-2040	119.55
WASTE CONNECTIONS OF KA...	OCT 2025	11/04/2025	MONTHLY TRASH SVC. - 401 S. JANE (PW SHOP)	010-30-2040	60.59
WASTE CONNECTIONS OF KA...	OCT 2025	11/04/2025	MONTHLY TRASH SVC. - 200 W. GRAND (CITY HALL)	011-31-2040	119.60
WASTE CONNECTIONS OF KA...	OCT 2025	11/04/2025	MONTHLY TRASH SVC. - 401 S. JANE (PW SHOP)	011-31-2040	60.59
WASTE CONNECTIONS OF KA...	OCT 2025	11/04/2025	MONTHLY TRASH SVC. - 428 S. JANE (PW)	011-31-2040	84.77
WASTE CONNECTIONS OF KA...	OCT 2025	11/04/2025	MONTHLY TRASH SVC. - 401 S. JANE (PW SHOP)	021-41-2040	60.60
WASTE CONNECTIONS OF KA...	OCT 2025	11/04/2025	MONTHLY TRASH SVC. - 428 S. JANE (PW)	021-41-2040	84.77
WASTE CONNECTIONS OF KA...	OCT 2025	11/04/2025	MONTHLY TRASH SVC. - 523 SARAH LN. (HAC)	030-50-2003	622.48
WASTE CONNECTIONS OF KA...	OCT 2025	11/04/2025	MONTHLY TRASH SVC. - 665 W. 63RD ST. (PC SPORT)	030-50-2046	496.57
WASTE CONNECTIONS OF KA...	OCT 2025	11/04/2025	MONTHLY TRASH SVC. - 401 S. JANE (SOCCER)	030-50-2092	49.20
WASTE CONNECTIONS OF KA...	OCT 2025	11/04/2025	MONTHLY TRASH SVC. - 400 W. 79TH ST. S.	030-50-2092	36.00
Vendor WAST2962 - WASTE CONNECTIONS OF KANSAS, INC. Total:					13,540.32

AP Summary of Expenditures

Payment Dates: 11/1/2025 - 11/30/2025

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: WATE2970 - WATERWISE ENTERPRISES					
WATERWISE ENTERPRISES	12155	11/04/2025	DELIVERY CHARGE	011-31-2009	70.00
WATERWISE ENTERPRISES	12155	11/04/2025	SODIUM POLYPHOSPHATE 55GAL. DRUM 1EA. - WATER DEPT	011-31-2009	1,204.50
Vendor WATE2970 - WATERWISE ENTERPRISES Total:					1,274.50
Vendor: CITY2110 - WAYMAN AND COMPANY, LLC.					
WAYMAN AND COMPANY, LLC.	32042016819	11/03/2025	CLEANING SVCS. - VICKER'S BLDG.	001-09-2040	110.00
WAYMAN AND COMPANY, LLC.	32042016820	11/03/2025	CLEANING SVCS. - CITY HALL	001-09-2040	750.00
WAYMAN AND COMPANY, LLC.	32042016821	11/03/2025	CLEANING SVCS. - SENIOR CENTER	001-12-2040	650.00
WAYMAN AND COMPANY, LLC.	32042016822	11/03/2025	CLEANING SVCS. - COMMUNITY BLDG.	001-09-2040	150.00
WAYMAN AND COMPANY, LLC.	32042016823	11/03/2025	CLEANING SVCS. - POLIC...	001-09-2040	350.00
Vendor CITY2110 - WAYMAN AND COMPANY, LLC. Total:					2,010.00
Vendor: WICH3048 - WICHITA WINWATER WORKS					
WICHITA WINWATER WORKS	262760 01	11/18/2025	1" PEP SS INSERT STIFFENER 10EA. (WATER)	011-31-2009	41.50
Vendor WICH3048 - WICHITA WINWATER WORKS Total:					41.50
Vendor: WILL3061 - WILLIAMS JANITORIAL SUPPLY					
WILLIAMS JANITORIAL SUPPLY	0688745-IN	11/04/2025	LESS ORDER DISCOUNT	030-50-2009	-2.29
WILLIAMS JANITORIAL SUPPLY	0688745-IN	11/04/2025	PH NEUTRAL CLEANER 4/CS. 0.5CS. (HAC)	030-50-2009	55.62
WILLIAMS JANITORIAL SUPPLY	0688745-IN	11/04/2025	TOILET PAPER, 2-PLY, 96 ROLLS/CS 2CS. (HAC)	030-50-2009	127.00
WILLIAMS JANITORIAL SUPPLY	0688745-IN	11/04/2025	HYDORGEN PEROXIDE CLEANER 1CS. (HAC)	030-50-2009	140.55
WILLIAMS JANITORIAL SUPPLY	0688745-IN	11/04/2025	WHITE TOWEL ROLL 1CS. (HAC)	030-50-2009	80.60
WILLIAMS JANITORIAL SUPPLY	0688745-IN	11/04/2025	FOAMING PEARLIX SOAP LITE 1EA. (HAC)	030-50-2009	22.89
WILLIAMS JANITORIAL SUPPLY	0689040-IN	11/04/2025	5GAL TERMINATOR DISINFECTANT 1EA. (PARK)	001-03-2009	153.12
WILLIAMS JANITORIAL SUPPLY	0690111-IN	11/18/2025	VACUUM CHARGER 1EA. (HAC)	030-50-2009	101.49
Vendor WILL3061 - WILLIAMS JANITORIAL SUPPLY Total:					678.98
Vendor: XERO1318 - XEROX FINANCIAL SERVICES					
XEROX FINANCIAL SERVICES	41115458	11/03/2025	MODEL: C8145 POLICE DEPT. COPIER	001-02-2040	125.33
XEROX FINANCIAL SERVICES	41115458	11/03/2025	MODEL: C405 CITY HALL CHECK PRINTER	001-10-2040	12.53
XEROX FINANCIAL SERVICES	41115458	11/03/2025	MODEL: DELL 1130N CITY HALL ACCTG. CLERK PRINTER	001-10-2040	12.53
XEROX FINANCIAL SERVICES	41115458	11/03/2025	MODEL: HPLJP2055 CITY HALL A/P CLERK PRINTER	001-10-2040	12.53
XEROX FINANCIAL SERVICES	41115458	11/03/2025	MODEL: HPLJP3015 CITY HALL CITY CLRK. PRINTER	001-10-2040	12.53
XEROX FINANCIAL SERVICES	41115458	11/03/2025	MODEL: C8145 CITY HALL BSMNT. COPIER	001-10-2040	250.65
XEROX FINANCIAL SERVICES	41115458	11/03/2025	MODEL: C8145 CITY HALL COPIER	001-10-2040	313.32
XEROX FINANCIAL SERVICES	41115458	11/03/2025	MODEL: HPCLJ5550 CITY HALL LASER PRINTER	001-10-2040	12.53
XEROX FINANCIAL SERVICES	41115458	11/03/2025	MODEL: C1845 PUBLIC WORKS COPIER	001-20-2004	125.33
XEROX FINANCIAL SERVICES	41115458	11/03/2025	MODEL: ENVELOPE TRAY PW PRINTER	001-20-2004	13.38
XEROX FINANCIAL SERVICES	41115458	11/03/2025	MODEL: C8145 ACTIVITY CENTER COPIER	099-66-3003	375.98
Vendor XERO1318 - XEROX FINANCIAL SERVICES Total:					1,266.64

AP Summary of Expenditures

Payment Dates: 11/1/2025 - 11/30/2025

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: ZACH1941 - ZACHARY STOWELL					
ZACHARY STOWELL	11 04 2025 A	11/04/2025	REFEREE SOCCER 2 HRS. 11/01/2025	030-50-1250	42.00
Vendor ZACH1941 - ZACHARY STOWELL Total:					42.00
Grand Total:					836,852.42

Report Summary

Fund Summary

Fund	Payment Amount
001 - GENERAL FUND	446,848.17
010 - WASTEWATER FUND	55,220.57
011 - WATER FUND	38,132.79
012 - MUNICIPAL POOL	1,607.37
014 - STORMWATER FUND	63.25
021 - STREET FUND	8,785.88
024 - LAW ENFORCEMENT	1,847.76
027 - SPECIAL LIABILITY	5,393.64
030 - RECREATION DEPARTMENT	13,725.62
032 - HAYSVILLE HISTORICAL FUND	450.00
036 - CAPITAL IMPROVEMENTS	4,444.58
037 - SUSTAINABILITY FUND	62,230.25
051 - SPECIAL PARK IMPROVEMENT RESERVE FD	373.00
058 - FALL FESTIVAL	1,667.97
081 - EQUIPMENT RESERVE FUND	3,520.69
088 - TN 2025A LAKEFIELD ADD	166,725.00
092 - TRANSIENT GUEST TAX	1,691.40
097 - SALES TAX - STREET	1,150.00
099 - SALES TAX - RECREATION	22,974.48
Grand Total:	836,852.42

Account Summary

Account Number	Account Name	Payment Amount
001-00-2000	GENERAL ACCOUNTS PA...	271.13
001-00-2010	GENERAL FEDERAL TAX ...	30,145.26
001-00-2020	GENERAL FICA/MEDI PA...	67,967.74
001-00-2030	GENERAL STATE TAX PA...	20,088.91
001-00-2040	GENERAL RETIREMENT ...	90,970.45
001-00-2050	GENERAL DENTAL INS P...	3,613.03
001-00-2051	GENERAL DFC PAYABLE	2,873.00
001-00-2052	GENERAL AFLAC PAYABLE	1,935.07
001-00-2056	GENERAL UNITED WAY ...	194.88
001-00-2057	GENERAL INCOME W/H ...	4,308.09
001-00-2058	GENERAL COLONIAL LIFE...	383.00
001-00-2060	GENERAL PP LEGAL PAY...	33.90
001-00-2061	GENERAL HSA PAYABLE	2,166.66
001-00-2062	GENERAL VSP PAYABLE	820.99
001-00-2066	GENERAL OPT GROUP LI...	591.91
001-00-2067	GENERAL DFC ROTH PA...	3,522.00
001-00-5013	GENERAL REIMBURSED ...	81.56
001-00-5056	GENERAL EMPLOYEE CO...	66,085.46
001-00-5059	GENERAL MUN COURT R...	400.00
001-01-2002	CITY CLERK TELEPHONE	512.01
001-01-2004	CITY CLERK OFFICE EXPE...	415.63
001-01-2012	CITY CLERK MISCELLANE...	165.00
001-01-2014	CITY CLERK LEGAL PRINT...	139.75
001-01-2015	CITY CLERK TRG/EDUC/T...	15.00
001-02-2002	POLICE TELEPHONE	1,343.71
001-02-2004	POLICE OFFICE EXPENSE	567.98
001-02-2006	POLICE EQUIPMENT MA...	1,183.38
001-02-2012	POLICE MISCELLANEOUS	929.90
001-02-2013	POLICE ANIMAL CONTR...	168.80
001-02-2015	POLICE TRAINING/EDUC...	125.00
001-02-2016	POLICE UNIFORMS & EQ...	2,304.56
001-02-2035	POLICE VEHICLE MAINT...	1,688.38
001-02-2040	POLICE CONTRACTUAL	9,536.07
001-02-2047	POLICE SPECIAL INVESTI...	707.62

Account Summary

Account Number	Account Name	Payment Amount
001-03-2002	PARK TELEPHONE	71.97
001-03-2003	PARK UTILITIES	1,612.44
001-03-2004	PARK OFFICE EXPENSE	315.04
001-03-2006	PARK EQUIPMENT MAIN...	1,057.31
001-03-2009	PARK MATERIALS	2,124.98
001-03-2012	PARK MISCELLANEOUS	1,106.11
001-04-2002	PL COMM TELEPHONE	80.31
001-04-2004	PL COMM OFFICE EXPEN...	40.01
001-06-1100	MUN COURT PERSONNE...	7,429.53
001-06-2002	MUN COURT TELEPHONE	110.50
001-06-2004	MUN COURT OFFICE EXP...	14,184.59
001-06-2012	MUN COURT MISCELLA...	203.06
001-06-2037	MUN COURT CT APPOIN...	1,400.00
001-06-3066	MUN COURT JAIL FEES	45.60
001-08-2003	STREET LIGHT UTILITIES	8,330.46
001-09-2003	BLDG & GROUNDS UTILI...	2,023.45
001-09-2006	BLDG & GROUNDS EQUI...	1,595.93
001-09-2009	BLDG & GROUNDS MAT...	819.95
001-09-2025	BLDG & GROUNDS BUILD..	95.00
001-09-2040	BLDG & GROUNDS CON...	1,965.94
001-09-2048	BLDG & GROUNDS LIBR...	1,235.24
001-09-2079	BLDG & GROUNDS HIST...	14.77
001-10-1100	SP FUNDS PERSONNEL S...	4,300.00
001-10-2020	SP FUNDS INSURANCE	8,772.95
001-10-2040	SP FUNDS CONTRACTUAL	60,813.41
001-10-2077	SP FUNDS SHARED OFFI...	697.48
001-12-1100	SR CENTER PERSONNEL ...	150.00
001-12-2003	SR CENTER UTILITIES	1,604.62
001-12-2004	SR CENTER OFFICE EXPE...	213.48
001-12-2009	SR CENTER MATERIALS	184.94
001-12-2012	SR CENTER MISCELLANE...	1,950.87
001-12-2020	SR CENTER INSURANCE	308.39
001-12-2040	SR CENTER CONTRACTU...	1,205.00
001-13-2004	TRANSIT OFFICE EXPENSE	121.57
001-13-2040	TRANSIT CONTRACTUAL	141.12
001-18-2002	GEN GOVT TELEPHONE/...	177.91
001-18-2004	GEN GOVT OFFICE EXPE...	308.78
001-18-2015	GEN GOVT TRAINING/E...	90.00
001-18-2035	GEN GOVT VEHICLE MAI...	4.41
001-20-2002	INSPECTION TELEPHONE	151.99
001-20-2004	INSPECTION OFFICE EXP...	402.71
001-20-2016	INSPECTION UNIFORMS	15.56
001-21-2002	INFORMATION SYS TELE...	80.31
001-21-2040	INFORMATION SYS CON...	694.00
001-22-2002	MEDIA SPECIALIST TELE...	80.31
001-23-2083	GEN EMP BEN UNEMPL...	1,560.34
001-28-2012	NOXIOUS WEEDS MISCE...	700.00
010-30-2002	SEWER TELEPHONE	619.75
010-30-2003	SEWER UTILITIES	12,286.78
010-30-2004	SEWER OFFICE EXPENSE	724.02
010-30-2006	SEWER EQUIPMENT MA...	1,899.04
010-30-2008	SEWER PLANT EXPENSE	8,286.99
010-30-2009	SEWER MATERIALS	2,601.65
010-30-2010	SEWER GASOLINE & OIL	8,403.14
010-30-2011	SEWER POSTAGE	433.41
010-30-2012	SEWER MISCELLANEOUS	146.70
010-30-2016	SEWER UNIFORMS	401.58
010-30-2020	SEWER INSURANCE	4,214.07

Account Summary

Account Number	Account Name	Payment Amount
010-30-2040	SEWER CONTRACTUAL	15,203.44
011-31-2002	WATER TELEPHONE	1,094.78
011-31-2003	WATER UTILITIES	6,102.62
011-31-2004	WATER OFFICE EXPENSE	682.48
011-31-2006	WATER EQUIPMENT MA...	1,295.01
011-31-2009	WATER MATERIALS	9,400.40
011-31-2011	WATER POSTAGE	964.86
011-31-2012	WATER MISCELLANEOUS	652.60
011-31-2016	WATER UNIFORMS	768.61
011-31-2020	WATER INSURANCE	2,517.82
011-31-2022	WATER SALES TAX	860.48
011-31-2040	WATER CONTRACTUAL	13,505.75
011-31-2080	WATER CAPITAL OUTLAY	287.38
012-32-2003	MUNICIPAL POOL UTILIT...	229.87
012-32-2006	MUNICIPAL POOL EQUI...	1,377.50
014-34-2012	STORMWATER MISCELL...	63.25
021-41-2002	STREET TELEPHONE	342.42
021-41-2003	STREET UTILITIES	1,436.27
021-41-2004	STREET OFFICE EXPENSE	307.78
021-41-2006	STREET EQUIPMENT MA...	2,016.10
021-41-2009	STREET MATERIALS	1,842.57
021-41-2012	STREET MISCELLANEOUS	98.01
021-41-2016	STREET UNIFORMS	512.17
021-41-2020	STREET INSURANCE	2,018.53
021-41-2040	STREET CONTRACTUAL	212.03
024-44-2080	LAW ENF CAPITAL OUTL...	1,847.76
027-47-2020	SP LIABILITY INSURANCE	5,393.64
030-50-1250	RECREATION DEPT SAL/...	2,155.75
030-50-2002	RECREATION DEPT TELE...	354.26
030-50-2003	RECREATION DEPT UTILI...	3,477.91
030-50-2004	RECREATION DEPT OFFI...	113.76
030-50-2009	RECREATION DEPT MAT...	525.86
030-50-2015	RECREATION DEPT TRG/...	30.00
030-50-2020	RECREATION DEPT INSU...	633.33
030-50-2025	RECREATION DEPT BLDG...	1,250.00
030-50-2031	RECREATION DEPT CON...	148.84
030-50-2046	RECREATION DEPT P-C S...	496.57
030-50-2092	RECREATION DEPT PRO...	1,400.12
030-50-2094	RECREATION DEPT LATC...	2,910.93
030-50-3065	RECREATION DEPT P-C U...	228.29
032-52-2012	HY HISTORIC MISCELLAN...	450.00
036-56-3011	CAP IMPR PARK IMPROV...	290.22
036-56-3017	CAP IMPR CITYWIDE CLE...	4,066.40
036-56-3036	CAP IMPR ANTIQUE LIG...	87.96
037-57-2012	SUSTAINABILITY GRANT...	62,230.25
051-66-3001	SP PARK IMPR RES BLDG...	373.00
058-50-2009	FALL FESTIVAL GROUNDS	552.53
058-50-2012	FALL FESTIVAL MISCELL...	615.44
058-50-3073	FALL FESTIVAL STAGE	500.00
081-66-3001	EQUIPMENT RESERVE M...	3,520.69
088-66-3003	TN 2025A LAKEFIELD SE...	43,575.00
088-66-3039	TN 2025A LAKEFIELD W...	31,700.00
088-66-3040	TN 2025A LAKEFIELD ST...	57,350.00
088-66-3041	TN 2025A LAKEFIELD PA...	34,100.00
092-66-3001	TR GUEST TAX EXPENSE	1,691.40
097-66-3001	ST STREET RES EXPENSE	1,150.00
099-66-3001	ST REC RES EXPENSE	22,598.50

Account Summary

Account Number	Account Name	Payment Amount
099-66-3003	ST REC RES OFFICE EXPE...	375.98
Grand Total:		836,852.42

Project Account Summary

Project Account Key	Payment Amount
None	836,852.42
Grand Total:	836,852.42



City of Haysville, KS

Petty Cash Summary of Expenditures

By Vendor Name

Payment Dates 11/1/2025 - 11/30/2025

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: AMYD2208 - AMY DOSSEY					
AMY DOSSEY	11 10 2025	11/10/2025	REFUND GOBBLE WOBBLE REGISTRATIONS - REGISTERED 2X	030-00-5077	80.00
Vendor AMYD2208 - AMY DOSSEY Total:					80.00
Vendor: ANGE1941 - ANGELA D. FULTON					
ANGELA D. FULTON	11 18 2025 A	11/18/2025	VILLAGE CHRISTMAS - GRAB BAG START UP MONEY	032-00-5012	50.00
ANGELA D. FULTON	11 18 2025 B	11/18/2025	VILLAGE CHRISTMAS - GRAB BAG CASH PRIZES	032-52-2012	249.00
Vendor ANGE1941 - ANGELA D. FULTON Total:					299.00
Vendor: BREA2207 - BREANNA FLIPPIN					
BREANNA FLIPPIN	11 10 2025	11/10/2025	COACHES REFUND - FALL SOCCER 2025	030-00-5077	90.00
Vendor BREA2207 - BREANNA FLIPPIN Total:					90.00
Vendor: CARR2215 - CARRIE LATIMER					
CARRIE LATIMER	11 18 2025	11/18/2025	REFUND HAC RENTAL FEES 11/15/2025 (CANCELLED)	030-00-5016	130.00
Vendor CARR2215 - CARRIE LATIMER Total:					130.00
Vendor: CODY1282 - CODY ERWIN					
CODY ERWIN	11 10 2025	11/10/2025	PURCHASE REIMBURSEMENT - 2025 KAM CONFERENCE	001-03-2009	306.24
CODY ERWIN	11 10 2025	11/10/2025	PURCHASE REIMBURSEMENT - 2025 KAM CONFERENCE	010-30-2015	306.22
CODY ERWIN	11 10 2025	11/10/2025	PURCHASE REIMBURSEMENT - 2025 KAM CONFERENCE	011-31-2015	306.22
CODY ERWIN	11 10 2025	11/10/2025	PURCHASE REIMBURSEMENT - 2025 KAM CONFERENCE	021-41-2015	306.22
Vendor CODY1282 - CODY ERWIN Total:					1,224.90
Vendor: CURT1381 - CURTIS LEWIS					
CURTIS LEWIS	11 13 2025	11/13/2025	BOOT REIMBURSEMENT	001-03-2009	138.84
Vendor CURT1381 - CURTIS LEWIS Total:					138.84
Vendor: EDNA2209 - EDNA SUE GRIFFIN					
EDNA SUE GRIFFIN	11 10 2025	11/10/2025	REFUND SR. CNTR. RENTAL DEPOSIT 11/02/2025	001-00-5016	100.00
Vendor EDNA2209 - EDNA SUE GRIFFIN Total:					100.00
Vendor: ELIZ2211 - ELIZABETH HANDSHY					
ELIZABETH HANDSHY	11 13 2025	11/13/2025	REFUND SR. CNTR. RENTAL (CANCELLED)	001-00-5016	60.00
Vendor ELIZ2211 - ELIZABETH HANDSHY Total:					60.00
Vendor: HERL2213 - HERLINDA OLIVARES					
HERLINDA OLIVARES	11 13 2025	11/13/2025	REFUND BUSINESS LICS. - OUTSIDE OF CITY LIMITS	001-00-5007	10.00
Vendor HERL2213 - HERLINDA OLIVARES Total:					10.00
Vendor: JERR2226 - JERRY GREY					
JERRY GREY	11 26 2025	11/26/2025	REFUND HAC RENTAL DEPOSIT 11/29/2025 (CANCELLED)	030-00-5016	190.00
Vendor JERR2226 - JERRY GREY Total:					190.00
Vendor: JOHN2562 - JOHNATHAN SIMONS					
JOHNATHAN SIMONS	11 13 2025	11/13/2025	BOOT REIMBURSEMENT (REMAINING 2025 BAL.)	021-41-2016	92.58
JOHNATHAN SIMONS	11 13 2025	11/13/2025	JEAN REIMBURSEMENT	021-41-2016	50.00
Vendor JOHN2562 - JOHNATHAN SIMONS Total:					142.58

Petty Cash Summary of Expenditures
Payment Dates: 11/1/2025 - 11/30/2025

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: KERI2221 - KERI ROBERTS					
KERI ROBERTS	11 20 2025	11/20/2025	RESTITUTION FEES - CASE #2025/6048	001-00-5059	100.00
Vendor KERI2221 - KERI ROBERTS Total:					100.00
Vendor: LEVI1868 - LEVI BREWER					
LEVI BREWER	11 10 2025	11/10/2025	REIMBURSE MEAL PURCHASE - 2025 XYLEM REACH CONF.	011-31-2015	27.00
Vendor LEVI1868 - LEVI BREWER Total:					27.00
Vendor: MALC3098 - MALCOLM YOUNG					
MALCOLM YOUNG	11 13 2025	11/13/2025	REIMBURSE PURCHASE: CASEY'S PIZZA	001-02-2015	104.93
Vendor MALC3098 - MALCOLM YOUNG Total:					104.93
Vendor: MICH1768 - MICHAEL J. LIPPOLDT					
MICHAEL J. LIPPOLDT	11 18 2025	11/18/2025	BOOT REIMBURSEMENT	010-30-2016	51.13
MICHAEL J. LIPPOLDT	11 18 2025	11/18/2025	BOOT REIMBURSEMENT	011-31-2016	51.13
MICHAEL J. LIPPOLDT	11 18 2025	11/18/2025	BOOT REIMBURSEMENT	021-41-2016	52.69
Vendor MICH1768 - MICHAEL J. LIPPOLDT Total:					154.95
Vendor: OWEN1688 - OWEN BAILEY					
OWEN BAILEY	11 10 2025	11/10/2025	REIMBURSE PURCHASE - CARHARTT BIBS	001-03-2009	139.74
Vendor OWEN1688 - OWEN BAILEY Total:					139.74
Vendor: QUIN2225 - QUINTANA MARTINEZ					
QUINTANA MARTINEZ	11 26 2025	11/26/2025	REFUND HAC RENTAL DEPOSIT 11/09/2025	030-00-5016	50.00
Vendor QUIN2225 - QUINTANA MARTINEZ Total:					50.00
Vendor: MCNA1932 - RHONDA MCNAUGHT					
RHONDA MCNAUGHT	11 26 2025	11/26/2025	REFUND SR. CNTR. RENTAL DEPOSIT 11/15 - 11/16/2025	001-00-5016	100.00
Vendor MCNA1932 - RHONDA MCNAUGHT Total:					100.00
Vendor: TRIS2212 - TRISHA ROBERTS					
TRISHA ROBERTS	11 13 2025	11/13/2025	REFUND GOBBLE WOBBLE REGISTRATION FEES	030-00-5077	45.00
Vendor TRIS2212 - TRISHA ROBERTS Total:					45.00
Grand Total:					3,186.94

Report Summary

Fund Summary

Fund	Payment Amount
001 - GENERAL FUND	1,059.75
010 - WASTEWATER FUND	357.35
011 - WATER FUND	384.35
021 - STREET FUND	501.49
030 - RECREATION DEPARTMENT	585.00
032 - HAYSVILLE HISTORICAL FUND	299.00
Grand Total:	3,186.94

Account Summary

Account Number	Account Name	Payment Amount
001-00-5007	GENERAL LICENSES	10.00
001-00-5016	GENERAL BUILDING REN...	260.00
001-00-5059	GENERAL MUN COURT R...	100.00
001-02-2015	POLICE TRAINING/EDUC...	104.93
001-03-2009	PARK MATERIALS	584.82
010-30-2015	SEWER TRAINING/EDUC...	306.22
010-30-2016	SEWER UNIFORMS	51.13
011-31-2015	WATER TRAINING/EDUC...	333.22
011-31-2016	WATER UNIFORMS	51.13
021-41-2015	STREET TRAINING/EDUC...	306.22
021-41-2016	STREET UNIFORMS	195.27
030-00-5016	RECREATION DEPT RENT...	370.00
030-00-5077	RECREATION DEPT PRO...	215.00
032-00-5012	HY HISTORIC MISCELLAN...	50.00
032-52-2012	HY HISTORIC MISCELLAN...	249.00
Grand Total:		3,186.94

Project Account Summary

Project Account Key	Payment Amount
None	3,186.94
Grand Total:	3,186.94





CITY OF HAYSVILLE, KANSAS

Haysville Recreation, 523 Sarah Ln/ P.O. BOX 404
HAYSVILLE, KANSAS 67060 - (316) 529-5900 (316) 529-5925 - FAX

TO: The Honorable Russ Kessler
City Council Members

FROM: Rob Arneson, Recreation Director

SUBJECT: Kyle Richardson & Lithium Theory

DATE: December 1, 2025

Attached is the agreement with Kyle Richardson and Lithium Theory for stage entertainment at the Party in the 060

They will play on Saturday, April 25, 2026

This is before you for your consideration.

SERVICE PROVIDER AGREEMENT

This Agreement is entered into as of this ___ day of 22/11/25, 2025, by and between the CITY OF HAYSVILLE, KANSAS ("City"), a municipal corporation, Rolando Romero d/b/a Lithium Theory ("Contractor"), both parties acting through duly authorized officers.

WITNESSETH:

WHEREAS, City needs musical entertainment at a community concert in the park; and
WHEREAS, Contractor is able to provide outdoor musical entertainment;

NOW, THEREFORE, in consideration of the mutual and additional consideration, promises, performance, covenants, and agreements set forth herein, City and Contractor agree as follows:

1. SERVICE(S). Contractor shall: provide outdoor musical entertainment as follows:

- Place of Engagement: 706 Sarah Lane, Haysville, Kansas
- Date of employment: Saturday, April 25, 2026
- Hours of Performance: 6:30 – 9:00 p.m.

City shall provide to Contractor:

- A cooler of iced bottled water at set up time, (appx. 1:00 p.m.);

2. STATUS OF CONTRACTOR. City and Contractor agree that Contractor renders professional service(s) under this agreement as an independent contractor and not as an officer, agent or employee of City. City hereby agrees to engage Contractor as an independent contractor and Contractor hereby agrees to fulfill the conditions enumerated herein, including any appendices attached hereto, as an independent contractor. Contractor expressly understands, acknowledges and agrees that Contractor is not entitled to any of the benefits City provides for its employees. Contractor also expressly understands, acknowledges and agrees that he is solely responsible for reporting all income paid to him pursuant to this Agreement to the IRS, the Kansas Department of Revenue, and any and all other applicable taxing entities, and that City shall report the payment of such income to said entities to the extent required by law.

3. TERM. The term of this Agreement shall be Saturday, April 25, 2026, from start of set up (appx. 1:00 p.m.) until conclusion of performance (appx. 6:00 p.m.).

4. TERMINATION. This contract shall not be terminated by either party except as follows:

A. If the City cancels the performance 14 days prior to Saturday, April 25, 2026, the City agrees to forfeit, \$2,000.00 as a cancellation fee.

B. If the City cancels the performance due to inclement weather occurring on Saturday, April 25, 2026, the following cancellation payment schedule shall apply:

- if cancelled prior to 8:00 a.m. on April 26, the City agrees to pay full contract amount

C. If the Contractor cancels the performance for any reason prior to Saturday, April 25, 2026, Contractor agrees to inform City as soon as Contractor becomes aware of any intention or reason on its part to fail to perform under this contract to give City the greatest opportunity to find a

replacement performer. Contractor also agrees to return the deposit within seven (7) business days of such notification, plus reasonable attorney's fees or other costs associated with collection as needed.

D. Contractor will not perform if there is lighting/thunderstorm within two (2) miles of performance area. Contractor's failure to perform under these circumstances will be considered a postponement of time (not date) of performance unless a decision is made by City to cancel the event. Rescheduling the concert to a day other than Saturday, April 25, 2026 due to inclement weather on Saturday, April 25, 2026, shall be treated as a separate contract.

E. Both parties acknowledge that the Agreement of the Contractor to perform is subject to interference outside the band's control, which includes documented illness of the entire band, physical harms preventing the entire band from performing, or accidents involving means of transportation while driving to the performance, riots, strikes, epidemics, acts of God, or any other legitimate conditions beyond the control of the Contractor. Contractor agrees to pay to City liquidated damages for failure to perform arising from a decision within the control of the band, including break-up of the band, in the amount of the compensation provided for this agreement, plus reasonable attorney's fees or other costs associated with collection.

5. COMPENSATION. In consideration for the service(s) described in Paragraph One (1) above, provided by Contractor for residents of the City of Haysville, City shall cause payment to Contractor in the amount of **\$2,000.00 (two thousand) to be paid as follows: 50% deposit of \$1,000.00, the balance to be paid upon conclusion of the performance, or in conformance with paragraph 4 above, in a check or money order made payable to Rolando Romero.** Contractor agrees that billings and payments under this agreement shall be processed in accordance with established budgeting, purchasing, and accounting procedures of Haysville, Kansas. Payments shall be made to Contractor only for service(s) provided as described in Paragraph One (1) of this agreement. City reserves the right to disallow payment if the Recreation Director of the City, or a designee, believes that the service(s) described in Paragraph One (1) above were not actually performed or provided.

6. INDEMNIFICATION. Contractor agrees to indemnify and hold harmless the City for any liability or loss arising in any way out of the performance of this Agreement.

7. LICENSES AND PERMITS. Contractor agrees to be responsible for all licensing and permits associated with providing musical entertainment. City shall be responsible for all City issued permits and licenses associated with such an event.

8. EQUAL OPPORTUNITY AND AFFIRMATIVE ACTION. Contractor agrees to comply with the provisions of the Kansas act against discrimination and shall not discriminate against any person in the performance of work under this contract because of race, religion, color, sex, disability, national origin, or ancestry, and shall comply with all other provisions of K.S.A. 44-1030 in its performance of this agreement.

9. TRANSFER OR MODIFICATION. This Agreement sets forth the entire Agreement between the parties and supersedes any written or oral understanding, promise, or agreement directly or indirectly related to, which is not referred to and incorporated herein. Neither this agreement nor any rights or obligations hereunder shall be assigned, subcontracted, or

otherwise transferred by either party without the prior written consent of the other. Any modifications to this agreement must be set forth in writing and signed by both parties.

10. COMPLIANCE WITH APPLICABLE LAWS, SERVICE STANDARDS AND REQUIRED PROCEDURES.

A. This Agreement shall be construed in accordance with the laws of the State of Kansas. If any provision of this Agreement shall be ruled unlawful by a Court of competent jurisdiction, it shall not affect the remaining provisions of this Agreement.

B. Contractor shall comply with 1) all applicable local, state and federal laws, 2) all regulations, and 3) all applicable service standards, that are now or may in the future become applicable, in carrying out this Agreement, regardless of whether those legal requirements are specifically referenced in this agreement.

11. CASH BASIS AND BUDGET LAWS. The right of the City to enter into this Agreement is subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A. 79-2935), and other laws of the State of Kansas. This Agreement shall be construed and interpreted so as to ensure that the City shall at all times stay in conformity with such laws, and as a condition of this Agreement the City reserves the right to unilaterally sever, modify, or terminate this Agreement at any time if, in the opinion of its legal counsel, the Agreement may be deemed to violate the terms of such laws.

12. AUTHORITY. Each person executing this Agreement represents and warrants that he is duly authorized to do so on behalf of an entity that is a party hereto, and that this Agreement shall be binding upon the parties, their respective heirs, legal representatives, and assigns.

13. NON-REPRODUCTION OF PERFORMANCE. The performance to be rendered pursuant to this Agreement is not to be recorded, reproduced, or transmitted from the place of performance in any manner or by any means whatsoever without written consent of the Contractor.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

CITY OF HAYSVILLE, KANSAS

Lithium Theory

Rob Arneson,
Recreation Director

Rolando Romero (Nov 22, 2025 12:53:04 CST)
Rolando Romero



SERVICE PROVIDER AGREEMENT

This Agreement is entered into as of this 18/11/25 day of 18/11/25, by and between the CITY OF HAYSVILLE, KANSAS ("City"), a municipal corporation, Kyle Richardson ("Contractor"), both parties acting through duly authorized officers.

WITNESSETH:

WHEREAS, City needs musical entertainment at a community concert in the park; and
WHEREAS, Contractor is able to provide outdoor musical entertainment;

NOW, THEREFORE, in consideration of the mutual and additional consideration, promises, performance, covenants, and agreements set forth herein, City and Contractor agree as follows:

1. SERVICE(S). Contractor shall: provide outdoor musical entertainment as follows:
 - Place of Engagement: 706 Sarah Lane, Haysville, Kansas
 - Date of employment: Saturday, April 25, 2026
 - Hours of Performance: 3:30 – 4:30 p.m.

City shall provide to Contractor:

- A cooler of iced bottled water at set up time, (appx. 1:00 p.m.);

2. STATUS OF CONTRACTOR. City and Contractor agree that Contractor renders professional service(s) under this agreement as an independent contractor and not as an officer, agent or employee of City. City hereby agrees to engage Contractor as an independent contractor and Contractor hereby agrees to fulfill the conditions enumerated herein, including any appendices attached hereto, as an independent contractor. Contractor expressly understands, acknowledges and agrees that Contractor is not entitled to any of the benefits City provides for its employees. Contractor also expressly understands, acknowledges and agrees that he is solely responsible for reporting all income paid to him pursuant to this Agreement to the IRS, the Kansas Department of Revenue, and any and all other applicable taxing entities, and that City shall report the payment of such income to said entities to the extent required by law.

3. TERM. The term of this Agreement shall be Saturday, April 25, 2026, from start of set up (appx. 1:00 p.m.) until conclusion of performance (appx. 5:00 p.m.).

4. TERMINATION. This contract shall not be terminated by either party except as follows:

- A. If the City cancels the performance 14 days prior to Saturday, April 25, 2026, the City agrees to forfeit, \$500.00 as a cancellation fee.

- B. If the City cancels the performance due to inclement weather occurring on Saturday, April 25, 2026, the following cancellation payment schedule shall apply:

- if cancelled prior to 8:00 a.m. on April 25, the City agrees to pay full contract amount

- C. If the Contractor cancels the performance for any reason prior to Saturday, April 25, 2026, Contractor agrees to inform City as soon as Contractor becomes aware of any intention or reason on its part to fail to perform under this contract to give City the greatest opportunity to find a

replacement performer. Contractor also agrees to return the deposit within seven (7) business days of such notification, plus reasonable attorney's fees or other costs associated with collection as needed.

D. Contractor will not perform if there is lighting/thunderstorm within two (2) miles of performance area. Contractor's failure to perform under these circumstances will be considered a postponement of time (not date) of performance unless a decision is made by City to cancel the event. Rescheduling the concert to a day other than Saturday, April 25, 2026 due to inclement weather on Saturday, April 25, 2026, shall be treated as a separate contract.

E. Both parties acknowledge that the Agreement of the Contractor to perform is subject to interference outside the band's control, which includes documented illness of the entire band, physical harms preventing the entire band from performing, or accidents involving means of transportation while driving to the performance, riots, strikes, epidemics, acts of God, or any other legitimate conditions beyond the control of the Contractor. Contractor agrees to pay to City liquidated damages for failure to perform arising from a decision within the control of the band, including break-up of the band, in the amount of the compensation provided for this agreement, plus reasonable attorney's fees or other costs associated with collection.

5. COMPENSATION. In consideration for the service(s) described in Paragraph One (1) above, provided by Contractor for residents of the City of Haysville, City shall cause payment to Contractor in the amount of **\$500 (five hundred) to be paid as follows: 50% deposit of \$250.00, the balance to be paid upon conclusion of the performance, or in conformance with paragraph 4 above, in a check or money order made payable to Kyle Richardson.** Contractor agrees that billings and payments under this agreement shall be processed in accordance with established budgeting, purchasing, and accounting procedures of Haysville, Kansas. Payments shall be made to Contractor only for service(s) provided as described in Paragraph One (1) of this agreement. City reserves the right to disallow payment if the Recreation Director of the City, or a designee, believes that the service(s) described in Paragraph One (1) above were not actually performed or provided.

6. INDEMNIFICATION. Contractor agrees to indemnify and hold harmless the City for any liability or loss arising in any way out of the performance of this Agreement.

7. LICENSES AND PERMITS. Contractor agrees to be responsible for all licensing and permits associated with providing musical entertainment. City shall be responsible for all City issued permits and licenses associated with such an event.

8. EQUAL OPPORTUNITY AND AFFIRMATIVE ACTION. Contractor agrees to comply with the provisions of the Kansas act against discrimination and shall not discriminate against any person in the performance of work under this contract because of race, religion, color, sex, disability, national origin, or ancestry, and shall comply with all other provisions of K.S.A. 44-1030 in its performance of this agreement.

9. TRANSFER OR MODIFICATION. This Agreement sets forth the entire Agreement between the parties and supersedes any written or oral understanding, promise, or agreement directly or indirectly related to, which is not referred to and incorporated herein. Neither this agreement nor any rights or obligations hereunder shall be assigned, subcontracted, or

otherwise transferred by either party without the prior written consent of the other. Any modifications to this agreement must be set forth in writing and signed by both parties.

10. COMPLIANCE WITH APPLICABLE LAWS, SERVICE STANDARDS AND REQUIRED PROCEDURES.

A. This Agreement shall be construed in accordance with the laws of the State of Kansas. If any provision of this Agreement shall be ruled unlawful by a Court of competent jurisdiction, it shall not affect the remaining provisions of this Agreement.

B. Contractor shall comply with 1) all applicable local, state and federal laws, 2) all regulations, and 3) all applicable service standards, that are now or may in the future become applicable, in carrying out this Agreement, regardless of whether those legal requirements are specifically referenced in this agreement.

11. CASH BASIS AND BUDGET LAWS. The right of the City to enter into this Agreement is subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A. 79-2935), and other laws of the State of Kansas. This Agreement shall be construed and interpreted so as to ensure that the City shall at all times stay in conformity with such laws, and as a condition of this Agreement the City reserves the right to unilaterally sever, modify, or terminate this Agreement at any time if, in the opinion of its legal counsel, the Agreement may be deemed to violate the terms of such laws.

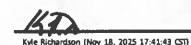
12. AUTHORITY. Each person executing this Agreement represents and warrants that he is duly authorized to do so on behalf of an entity that is a party hereto, and that this Agreement shall be binding upon the parties, their respective heirs, legal representatives, and assigns.

13. NON-REPRODUCTION OF PERFORMANCE. The performance to be rendered pursuant to this Agreement is not to be recorded, reproduced, or transmitted from the place of performance in any manner or by any means whatsoever without written consent of the Contractor.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

CITY OF HAYSVILLE, KANSAS

Rob Arneson,
Recreation Director


Kyle Richardson (Nov 18, 2025 17:41:43 CST)

Kyle Richardson





CITY OF HAYSVILLE

ACTION REQUEST FORM

To: Chief Administrative Officer

Date: 10/24/25

Address of Request: 130 E. 2nd Street (Community Bldg) (please complete a separate form for each property)

The following action is being requested:

Will, I'm not real sure who this would go to. But We attended a birthday party on Tuesday at the Community building. And multiple people commented on the look of the interior. It is in bad need of an upgrade on the inside painting, fix hole in the wall and cleaned up.

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: Bob Rardin

Phone #: 316-253-7936

Email councilw3@gmail.com

FIRST RESPONSE:

Remarks from staff:

Staff is obtaining quotes to patch/repair holes and paint the interior of the Community Building.

Signature: William Black

Digitally signed by William Black
Date: 2025.11.05 00:27:57
-06'00'

Date: 11/05/25

UPDATE:

Remarks from staff

The community building is scheduled to be repainted on Dec 9th and 10th.

Signature: William Black

Digitally signed by William Black
Date: 2025.12.01 14:18:44 -06'00'

Date: 12/01/25





CITY OF HAYSVILLE

ACTION REQUEST FORM

To: Chief of Police



Date: 11/2/25

Address of Request: 815 Peach

(please complete a separate form for each property)

The following action is being requested:

The property at 815 Peach has several vehicles that are sitting in the street and driveway. These vehicles have been reported several times in the last 3 or 4 years. After the property owners are contacted, they will move them, and then they don't move them again. I'm not sure if the truck in the driveway even has a tag. I have received several complaints about these vehicles. Thank you for checking into this matter,

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: Bob Rardin

Phone #: 316-253-7936

Email councilw3@gmail.com

FIRST RESPONSE:

Remarks from staff:

Officers checked the 2 vehicles in the street to find they were properly tagged and legally parked. Code Enforcement found a vehicle and trailer in the driveway which had expired registrations. A door hanger was placed for the occupant for those violations.

Signature:

Date: 12/11/2025

UPDATE:

Remarks from staff

The truck has been removed and the trailer is now tagged. Case considered closed.

Signature: Tony Martinez

Digitally signed by Tony Martinez
Date: 2025.12.03 08:03:11 -0800

Date: 12/3/2025

